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All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law.

NOTE: The information and exhibits contained herein are, to the best of our knowledge, the most current and accurate at the time of the preparation of this report. The information has been obtained from various public sources. The scope of this report is limited to contacting city staff and making a fair effort to obtain readily available information. BGE, Inc. does not make any representation for the issues which may arise from local/state policy or rule changes.
## APPENDIX ITEMS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>ITEMS DESCRIPTION</th>
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<tr>
<td>1</td>
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<tr>
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<td>Location Map</td>
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<td>Site Plan</td>
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<td>Development Applications</td>
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<td>Fee Schedule</td>
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<td>Development Guide</td>
</tr>
<tr>
<td>3</td>
<td>Water/Sanitary Sewer Aerial View Map</td>
</tr>
<tr>
<td>4</td>
<td>FEMA Firmitte</td>
</tr>
</tbody>
</table>
I. EXECUTIVE SUMMARY

This report has been prepared for the Reserve at Lake Shore project, for which Reserve at Lake Shore, LLC. is the applicant. Pursuant to Section 11.204(15) of the Uniform Multifamily Rules requiring a Site Design and Development Feasibility Report are to be submitted with an application for competitive housing tax credits for a project that is a New Construction Development. The sources of information used to prepare this report include consultation with City staff, City reference materials and site visits by BGE, Inc. A summary of the investigation follows:

- The Reserve at Lake Shore project is a proposed 86 unit new construction multi-family residential project to be developed on an 8.701 acre site (gross, Subject Property). The Subject Property’s address is undefined, but located on Lake Shore Drive in Waco, Texas.

- The existing zoning for the Subject Property is inconsistent with the proposed use. A zoning change request has been prepared and submitted on February 27, 2019. The assigned case number is 19-00013-ZONE.

  Please refer to Section 2 of the Appendix for copies of the zoning change submittal.

- To allow for a development of this nature, a zoning change and final plat (all with supporting documents) will have to be processed and approved by the City of Waco.

- The site plan for development of the Subject Property indicates 86 residential dwelling units in a total of 11 residential buildings and a leasing center/clubhouse building. The site plan also indicates a total of 219 parking spaces being provided. The site plan features a pool and clubhouse.

  Please refer to Section 1 of the Appendix for the Site Plan for the Subject Property.

- Upon completion of the zoning and platting, the site will materially conform to the applicable zoning, platting, subdivision and land development ordinances.

- Development of the site will require an internal water loop connecting at the 16” main in Lake Shore Drive at two locations. One tap will be at the site’s driveway connection and the second tap will extend across the parent tract, which will require an easement. The internal water line loop will be used to provide domestic, irrigation and fire protection.

- Sanitary sewer service for the site will be via connection to the existing 21” main that runs along the southern ROW of Lake Shore. The service line will be bored across the street and will require a private lift station to overcome a depth issue.
Conversations with City staff have indicated that no pro-rata fees or water, sewer or storm impact fees will apply.

The proposed development will increase the amount of storm water runoff being generated by the site. On-site detention is anticipated to be required to hold and detain a sufficient amount of run off to allow for the discharge to be maintained at the pre-developed rate.

The Subject Property has approximately 210’ of street frontage along its southern line, Lake Shore Drive.

The Subject Property has no area within the FEMA defined 100-year floodplain limits.

The Subject Property is within the FEMA defined 500-year floodplain limits.

This feasibility report endeavors to apply sound engineering judgement and identify all ordinances, building codes and criteria that may be encountered during the development of the Subject Property. Based on BGE’s investigation and efforts associated with preparing this feasibility report, we believe that upon completion of platting and zoning the Subject Property is suitable for the proposed development.

An expanded discussion related to the above Executive Summary points can be found in the following sections and appendix to this report. The sections and appendix address application zoning requirements, subdivision requirements, development ordinances, fire department requirements, ingress/egress requirements and impact/building permit fees with respect to the development and infrastructure requirements.
II. SITE LOCATION AND CONDITIONS

The Subject Property is approximately 8.701 acres of land that is located easterly of North 19th Street and north of Lake Shore Drive in the City of Waco, McLennan County, Texas. This project is a single parcel. The associated address with the parcel has not been assigned yet. An address will be assigned after recording of the plat. The appraisal district identifies the property with ID# 324036. For ease of reference, the parcel is being called the “Subject Property”.

The Subject Property is currently vacant and appears undeveloped. Lake Shore Drive abuts the property on the south. This provides frontage and connection to a public thoroughfare. The properties to the east and west are undeveloped.

The Subject Site is a portion of one parcel per the McLennan Appraisal District. The following is the account numbers:
324036

Please refer to Section 1 of the Appendix for a Location Map, Site Plan and Boundary Survey.

III. ANNEXATION, ZONING AND DEVELOPMENT PERMIT PROCESS

The Subject Property lies within the limits of the City of Waco, Texas.

A zoning application has been made to the City. The assigned case number is 19-00013-ZONE. The application will request “O-2” zoning. This district allows for multi-family uses. The zoning process includes submittal to the City, Planning Commission hearing/recommendation and City Council action/approval.

- Existing Zoning = C-3 & O-2
- Requested Zoning = O-2

City staff has indicated that after the zoning request has been submitted, they will issue a letter acknowledging the submittal.

Please refer to Section 2 of the Appendix for copies of the zoning change submittal.

Outlined below are a few of the major site development standards required by the City of Garland’s codes and are considered critical design elements for the Subject Property.

Fire Code

- Fire Lane Regulations - Minimum width of 26’, with an exterior radius of 50’
- No point on a structure shall exceed 150’ of hose lay distance from a fire hydrant

Zoning Ordinance – (O-2 district)

- Maximum Building Height: none
- Minimum Open Space: 25%
Subdivision

➤ Permit Processing

- Development Site Plan - A Development Site Plan that is consistent with the approved zoning may be submitted for review. This is administratively reviewed and approved.

- Civil engineering plans must be prepared and processed prior to the final plat being approved. The process for civil plans involves submittal to the City, staff review, consultant addresses comments made by staff, consultant resubmits the plans, staff reviews the plans and either makes additional comments or approves the plans. This process can take 2-3 months depending on the complexity of the engineering requirements.

- Final Plat – The City of Waco requires a final plat be processed and approved by the Planning Commission prior to any building permits being issued.
  - Tax certificates indicating a zero balance are required before recording of the plat with the courthouse.

*Please refer to Section 2 of the Appendix for applications, checklists and fee schedules.*

- Architectural Construction Documents – these documents, Permit Plans, are processed through the City’s Building Inspection/Plan Review division. The plans need to include all architectural, structural, landscape, mechanical, electrical and plumbing design plans necessary for the construction of the non-public elements of the project. Generally, after the recording of the final plat, the Permit Plans can be submitted and processed. Review times can take 30-60 days.

IV. WATER DISTRIBUTION

According to the information and plans provided by the City of Waco, there is an existing 16” water transmission main running along the northern right-of-way of Lake Shore Drive. There is also an existing 54” raw water main along the north side of the street. The Subject Property can be served by the existing 16” water main for domestic, irrigation and fire purposes. An internal public water loop will be required. The loop will need to tap the existing main in two places; at the proposed driveway and at the edge of the offsite property to the west. An offsite easement will need to be obtained from the property seller. Public domestic and irrigation meters will be tapped into this loop.

*Please refer to Section 3 of the Appendix for a Water/Sewer Aerial View Map.*
V. SANITARY SEWER SERVICE

According to information and plans provided by the City of Waco, there is an existing 21” sewer main running along the southern right-of-way of Lake Shore Drive. The sewer main flows toward the east.

Preliminary investigations show that there is adequate capacity in the existing main to service the proposed development. However, the existing main may not be deep enough for the site to gravity drain to. A private lift station or grinder pump may be required to elevate the proposed sewer system to a point that would allow a service line to gravity drain to the existing 21” main.

Per conversation with city staff, the proposed service line will not be allowed to be installed by open cut across Lake Shore Drive. The line will need to be bored with an encasement pipe. A new manhole will be required at the point of connection.

*Please refer to Section 3 of the Appendix for a Water/Sewer Aerial View Map.*

VI. FRANCHISE UTILITIES

The various franchise utility providers serve the Subject Property. There are no anticipated difficulties in providing service to the Subject Property.

VII. DRAINAGE / FLOODPLAIN

The Subject Property is located within the limits of FEMA FIRM Panel 360 of 750 Map number 48309C0360C (dated September 26, 2008). The Subject Property is designated as Zone X which indicates that it has an elevation that is within the 500-year floodplain.

A portion of the property currently drains to the existing storm system in Lake Shore Drive. The remaining portion of the property sheet flows to the north, to the Bosque River. The existing storm system within Lake Shore Drive consists of a 54” RCP and a parallel 42” RCP.

The proposed drainage design will convey the developed runoff to the 54” RCP in Lake Shore Drive. The increase in runoff from the proposed development will likely require an on-site detention pond to mitigate the impact to the existing storm system. However, the required design storm for the drainage system is the 5-year event which results in smaller pipes and pond. Approximately 0.15-acres of site is earmarked for the proposed detention pond.

*Please refer to Section 4 of the Appendix for FEMA Firmette.*

VIII. TRANSPORTATION

The Subject Property is generally north of Lake Shore Drive.

Currently, Lake Shore Drive has 2 lanes in each direction separated by a median with no median breaks immediately adjacent. The nearest median opening to the west of the Subject Property is approximately 815’ from the southwest property corner and the nearest opening to the east is approximately 425’ from the southeast property corner. Based on current spacing of median
openings along Lake Shore, it appears that a proposed opening and left-turn lane may be allowed for the proposed development.

The current right-of-way is approximately 125’. Per the City’s Master Thoroughfare Plan (MTP), Lake Shore Drive is designated as a Principal Arterial and requires a minimum of 120’. The existing right-of-way is in excess of the MTP amount. No additional right-of-way dedication is anticipated.

The site currently has approximately 210’ feet of frontage along Lake Shore Drive. The Site Plan indicates one point of access along this roadway. No issues are anticipated with this connection.

IX. TAXING JURISDICTION

The McLennan County Appraisal District assesses the property taxes for the Subject Property. The Subject Property is comprised of the following parcel:

<table>
<thead>
<tr>
<th>ACCT No.</th>
<th>LEGAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>324036</td>
<td>John Tucker Survey</td>
</tr>
</tbody>
</table>

The millage rates follow (tax rate per $100 of value):

- McLennan County: $0.485293
- Waco ISD: $1.404080
- City of Waco: $0.776232
- McLennan Community College: $0.147696
- TIF3: $0.525293

X. IMPACT FEES / PRO-RATA FEES / ASSESSMENTS

The City of Waco does not currently assess water, sewer or transportation impact fees. City staff indicated that the City is currently in a study phase on how to implement such fees. They anticipate impact fees late 2019 or early 2020.

The City of Waco assesses a permit fee of $0.20 per square foot of construction area for the first 100,000 square feet. After the first 100,000 square feet the fee is $0.09 per square foot. These fees are for commercial and multi-family structures. The estimated square footage is 106,738. This is a fee of $20,606.42.

The following is the listed building per the date of this report:

2015 International Code with amendments.
XI. FEE STUDY

The following fee study is an overview of the assessable fees and is preliminary. During the review and development of the Subject Property, additional fees may be required or modified.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>COST</th>
<th>NOTES</th>
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<td>$300</td>
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<td>1</td>
<td>$20,606</td>
<td>$20,606</td>
<td>permit fee</td>
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</tbody>
</table>

Total $21,206
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.

1. The construction costs may be broken into labor (Column B) and materials (Column C) for the activity.
2. The use of unit price (Column B) and the number of units (Column C) data for the activity.

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

If based on labor and materials, add Column B and Column C together to arrive at total construction costs.

If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

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

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

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

**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 these site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>B: Labor or Unit Price</th>
<th>C: Materials or # of Units</th>
<th>D: Total Construction Costs</th>
<th>E: Acquisition Costs</th>
<th>F: Engineering / Architectural Costs</th>
<th>G: Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
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<td>$1,834,936</td>
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Signature of Registered Engineer

David Greer

Printed Name

Seal

Date

[Stamp: STATE OF TEXAS
PROFESSIONAL ENGINEER
109928
DAVID A. GREER
OZ 19 2019]
## Offsite Cost Breakdown

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

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

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

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

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

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

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

**Note:** All contingency must be included in the contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above.

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
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</thead>
<tbody>
<tr>
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<td>$34,175</td>
</tr>
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Signature of Registered Engineer responsible for Budget Justification

Printed Name: [Name]
Date: 19-Feb-19

Seal
PROJECT SITE DATA

Reserve at Lake Shore
Multi-family Residential
C-3 and O-2
O-2

Gross Site Area
8.701 acres

HOUSING

Total Gross Density (du/ac)
9.88 unit/ac

Lot Count
1

Total Number of Dwelling Units
86

Parking Spaces Required
178

Parking Spaces Provided
193

PROPERTY DEVELOPMENT REGULATIONS

Setbacks (per O-2)
Front: 25' (Lake Shore Drive)
Side Interior: 5'
Rear: 25'
Max Structure Ht (per O-2)
No Height Limit

GENERAL NOTES:

1. The surveyor has not abstracted subject property.
2. This survey is subject to all easements of record.
3. No 100-year floodplain exists on the property.
4. All existing structures will be removed.
5. To the best of our knowledge, this site plan, herein, materially adheres to applicable zoning, platting and site development codes and ordinances.

1" = 50'
THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF McLennan

THAT, CLARK E. LYDA, TRUSTEE (hereinafter "Grantor"), for the consideration of Ten and No/100 Dollars ($10.00) cash in hand paid by RAJESH, LTD., a Texas limited partnership (hereinafter "Grantee"), whose address is 415 S. 21st Street, Waco, Texas 76706-2762, and other good and valuable consideration as hereinafter stated, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the following described real property in McLennan County, Texas:

**Tract 1:** Being a 15.00 acre tract of land lying situate and being in the John Tucker Survey in McLennan County, Texas, and being out of and a part of that certain 297.7 acre tract of land conveyed to P & R Investments, by deed recorded in Volume 1452, Page 859 of the Deed Records of said county. Said 15.00 acre tract being in that certain 284.951 acre tract surveyed by Charles A. Roden, RPLS #2280, which is dated February 12, 1985 and is more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes; and

**Tract 2:** Being Lot 1 in Block 1 of the Final Plat of Lyda Addition, to the City of Waco, McLennan County, Texas (being a resubdivision of part of a called Tract 3 described in a deed to PMC Lyda Investments recorded in Volume 1747, Page 670 of the Deed Records of McLennan County, Texas), said subdivision being recorded under Clerk's File No. 2002005351 of the Official Public Records of McLennan County, Texas.

(Tract 1 and Tract 2 are hereinafter collectively referred to as the "Property")

This conveyance is being made by Grantor and accepted by Grantee subject to all restrictions, covenants, easements and mineral and royalty reservations, if any, which are of record and applicable to the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 2003, the payment of which Grantee assumes.

It is agreed by and between Grantor and the Grantee herein that improvements constructed on the Property shall be subject to review and approval by the Architectural Control Committee composed of Clark Lyda or his designated representative or replacement, which approval will not be unreasonably withheld. It is the common and agreed interest of Grantor and Grantee that any improvements on the Property be designed and constructed in a good and
Exhibit "A"

BEGINNING at an iron rod found in the north R-O-W line of Lake Shore Drive and the south line of said Roden's Survey North 77 degrees 23 minutes 00 seconds East - 550.83 feet from the most easterly SW corner of said Roden's survey, said iron rod being the SW corner of this description; THENCE North 40 degrees 58 minutes 45 seconds West - 769.37 feet to a point for the NW corner of this description; THENCE North 77 degrees 23 minutes 00 seconds East - 1147.87 feet to a point for the NE corner of this description; THENCE South 12 degrees 37 minutes 00 seconds East - 877.01 feet to an iron rod found in said north line of Lake Shore Drive for the SE corner of this description; THENCE South 77 degrees 23 minutes 00 seconds West - 782.38 feet along said north line of Lake Shore Drive to the POINT OF BEGINNING, CONTAINING 15.00 acres of land, more or less,

SAVE AND EXCEPTION a 3.558 acre tract being in the City of Waco, McLennan County, Texas, and being part of that called Tract 3 of 15.000 acres described in a deed to PMC Lyda Investment recorded in Volume 1747, Page 670 of the Deed Records of McLennan County, Texas, and being further described as follows: BEGINNING at a 1/2 inch steel rod set in the North line of Lake Shore Drive (135') at the Southwest corner of said Tract 3; THENCE North 40 degrees 58 minutes 47 seconds West with the West line of said Tract 3, 769.37 feet to a 1/2 inch steel rod set at the Northwest corner of said Tract 3; THENCE North 77 degrees 22 minutes 58 seconds East with the North line of said Tract 3, 212.69 feet to a 1/2 inch steel rod set for corner; THENCE South 43 degrees 04 minutes 03 seconds East, 785.34 feet to a 1/2 inch steel rod set in the South line of said Tract 3 and the North line of said Lake Shore Drive; THENCE South 77 degrees 23 minutes 00 seconds West (Bearing Basis) with the South line of said Tract 3 and the North line of Lake Shore Drive, 245.20 feet to the POINT OF BEGINNING, CONTAINING 3.558 acres of land.
workmanlike manner, that the improvements be of a visual and construction quality equal to or better than other shopping centers and/or improvements in the area (within 500 yards), and that the improvements not impair the value of Grantor’s adjacent property.

All requests for review and approval must be sent to the Architectural Control Committee at P.O. Box 1757, Georgetown, Texas 78627, or a replacement address designated in writing by the Architectural Control Committee, by certified mail, return receipt requested. If the Committee does not respond within thirty (30) days of delivery of such notice, the request will be deemed to be approved as submitted.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee’s successors and assigns forever, and subject to the exceptions set forth on the attached Exhibit “B”. Grantor does hereby bind Grantor and Grantor’s successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED to be effective as of the 15 day of October, 2003

GRANTOR:

CLARK E. LYDA, TRUSTEE

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on 15th, 2003, by Clark E. Lyda, Trustee.

KANDY NICHOLS

MY COMMISSION EXPIRES April 2, 2006

Notary Public, State of Texas
ACKNOWLEDGED AND ACCEPTED BY GRANTEE:

RAJESH, LTD., a Texas limited partnership

By: NIKHIL, LLC, a Texas limited liability company
   Its: General Partner

By:  
Name: Kiril C. Datta
Title: General Partner

THE STATE OF TEXAS §
COUNTY OF McLENNAN §

This instrument was acknowledged before me on October 15, 2003, by Kiril C. Datta of NIKHIL, LLC, a Texas limited liability company, General Partner of Rajesh, Ltd., a Texas limited partnership, on behalf of said limited partnership.

PHYLIS G. ALEXANDER
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

G.L. "Andy" Harwell
2003 OCT 28 10:10 AM 2003044854
INSE $15.00
J.A. "ANDY" HARMEL, COUNTY CLERK
MCLENNAN COUNTY, TEXAS

3
Property

Account
Property ID: 324036
Geographic ID: 480418010002030
Type: Real

Location
Address: E LAKE SHORE DR
WACO, TX 76708
Neighborhood: 'E' Lake Shore Strp
Neighborhood CD: 48928.5

Owner
Name: RAJESH LTD
Mailing Address: 415 S 21ST ST
WACO, TX 76706-2762

Values
(+) Improvement Homesite Value: + N/A
(+) Improvement Non-Homesite Value: + N/A
(+) Land Homesite Value: + N/A
(+) Land Non-Homesite Value: + N/A Ag / Timber Use Value
(+) Agricultural Market Valuation: + N/A N/A
(+) Timber Market Valuation: + N/A N/A

(-) Market Value: = N/A
(-) Ag or Timber Use Value Reduction: − N/A

(-) Appraised Value: = N/A
(-) HS Cap: − N/A

(-) Assessed Value: = N/A

Exemptions:

Taxing Jurisdiction
Owner: RAJESH LTD
% Ownership: 100.0000000000%
Total Value: N/A

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Land

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Questions Please Call (254) 752-9864
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updated 11/15/18
Checklist for Plat Submittals

Plat APPLICATION
The following documents must be submitted to consider the application complete. Therefore, incomplete applications will not be accepted or may result in delaying action on the case until the following month.

☐ Complete ONLINE application and fee
☐ Plat Submittal
☐ Signature Page

During the recording process:
☐ 5 paper copies (18x24)
☐ 1 Mylar copy
☐ Tax Certificate
☐ Proof Ownership
☐ CD
☐ Fee (minor plats only)
I hereby certify that the information included in this application is true to the best of my knowledge.

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<th>Applicant’s Signature</th>
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<table>
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<th>Buyer(s) Signature, if under contract</th>
<th>Date</th>
<th>Name (PRINTED)</th>
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<th>Address &amp; Zip</th>
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<th>Email Address</th>
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</thead>
<tbody>
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</table>

List names of all partners, board members, and officers of companies involved in this case, in order for the Plan Commission to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case until the following month: _____________________________________________________________

________________________________________________________________________________________________

Please print, sign, and attach to your online application in Energov.
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WACO DEVELOPMENT GUIDE

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A city grows by constant land subdivision and development, which beneficially influences the economic conditions of an area. The City of Waco is committed to providing the best service in all municipal government functions to its citizens and to being a partner in the economic development of the community.

The objective of the “Waco Development Guide: A Handbook for Developers & Citizens” is to provide a better understanding of the City of Waco’s natural environment, building codes, ordinances, policies, and processes, which directly affect all phases of development. This guide will provide a general overview of the development review process. The Development Guide follows a step-by-step process, taking the reader from vacant land to the final inspection. This Guide is available in print from the Planning Services Department and in electronic format from the City web site (www.waco-texas.com).

Proper planning can prevent many problems and unnecessary expenses. General knowledge and understanding of the natural environment are necessary to ensure proper planning. The Development Review Process was established to consistently implement the City of Waco’s regulations for land use development. The process includes:

1) Development Plan Review
2) Zoning Process
3) Zoning Board of Adjustment
4) Subdivision Process
5) Abandonment
6) Encroachment Agreements
7) Annexation

Development Plan Review is intended to promote a standard of development in the City of Waco, which will contribute to the long-term maintenance of economic vitality, protection of public and private investment in land and structures, and a desirable working and living environment for the residents of the city. Development Plan Review is required to verify the compliance with site development standards for those uses which, because of type or intensity of use, location within major transportation corridors, or density of development, have a potential impact on adjacent uses, public facilities, or environmental conditions.

The City of Waco has adopted a Comprehensive Plan to guide development of all property within the city. This plan includes a Land Use Plan that takes into account existing land use, development trends, and policies, and guides zoning decisions in the form of a map of proposed land use patterns. The Zoning Process involves assigning each a specific zoning classification to further regulate development. The correlation between land use categories, zoning classifications and specific uses allowed are generally outlined in the charts of this section.

The Zoning Board of Adjustment process offers some relief for those projects that could not be pursued under strict interpretation of the zoning ordinance. In order to proceed in the development review process, an unnecessary hardship must be demonstrated that has not been created by the developer depriving the applicant of the reasonable use of the land or building.

The regulation of land through the Subdivision Process is a method of insuring sound community growth and safeguarding the interest of the homeowner, developer and the City of Waco. The City of Waco has the authority under state law to regulate subdivision platting within its corporate limits and Extraterritorial Jurisdiction through an adopted subdivision ordinance.

The Abandonment Process is used when the City of Waco agrees to release ownership rights of excess property or unused portions of street or alley right-of-way or easements. Abandoned property reverts to adjoining property owners on an equal basis if that
An encroachment is the placement of a structure or utility across public right-of-way or easements. This encroachment may be allowed through the use of an encroachment agreement between the City of Waco and the applicant. **Encroachment Agreements** state that if City departments or utility companies damage the structure, sidewalk, or fence, etc., in which the encroachment occurs, then it is the responsibility of the property owner to make all necessary repairs at their cost. There will be no cost incurred by the City of Waco or utility companies. This process only requires Waco City Council action to complete.

The **Annexation Process** is used when the City acquires additional territory, expanding the city limits. An ordinance, which must be approved by the Waco City Council, is required to make an annexation effective. Annexation of property can be requested by a property owner or can be initiated by the City.

Each of these processes is described further in the Development Guide. The circumstances relative to your project may require one or more of these processes. In most cases, many of the processes may be conducted at the same time. Through the “Waco Development Guide: A Handbook for Developers & Citizens”, the City hopes to make the development review process easier to follow, in an effort to enhance the environment and quality development.

**Municipal Documents Available Upon Request**

**Internet Access to the City of Waco Municipal Code of Ordinances**

The City of Waco Code of Ordinances can be accessed through the Internet from the City of Waco WEB page via Municipal Code Corporation (MCC). Network access allows easy retrieval and printing of sections or portions of the code. The internet web page address for these codes is the following: www.municode.com. If you wish to access the main web site for other city information it can be found at www.waco-texas.com. If you have any questions concerning the municipal code, or need additional information contact the City Secretary’s Office at 254-750-5750, 254-750-5748 (Fax).

**Environmental Atlas of McLennan County**

The Environmental Atlas of McLennan County is available for review in Planning Services, 401 Franklin Avenue. This document provides information regarding the natural environment of the City of Waco and surrounding municipalities. It includes climate of the area, county tax index maps, elevations, floodplain delineation’s, geologic data and map, soils data and map, vegetation data and map, and general as well as specific guidelines for development.

**Traffic Impact Analysis Guidelines**

The purpose of the Traffic Impact Analysis Guidelines is to provide developers and transportation consultants with information regarding the contents of traffic impact analysis studies submitted in conjunction with development plans. It is anticipated that by following the guidelines in this document, substantial efficiencies in staff and developer time can be achieved as well as greater consistency in staff requirements and recommendations. This document may be obtained from Engineering Services 254-750-5440, Traffic Services 254-750-6634, or Planning Services 254-750-5650 at no cost.

**City of Waco Zoning Ordinance**

The City of Waco Zoning Ordinance contains information regarding zoning regulations and zoning districts. It has been adopted in accordance with the Comprehensive Plan of the city for the purpose of promoting the health, safety, morals and general welfare of the City.
These regulations are designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid the undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public facilities. Adoption of these regulations was made with reasonable consideration of the character of each zoning district and its suitability for particular uses, and with a view toward conserving the value of buildings and encouraging the most appropriate use of land throughout the city. This document may be obtained from Planning Services. If you have any questions concerning zoning matters, or need additional information, please contact Planning Services at (254) 750-5650.

City of Waco Subdivision Ordinance

The City of Waco Subdivision Ordinance has been adopted in accordance with the Comprehensive Plan for the City of Waco to promote the health, safety, and general welfare of the City and its Extraterritorial Jurisdiction through orderly and beneficial development. The purpose of these regulations is to secure safety from fire, flood, and other dangers; to provide orderly growth in the city and the Extraterritorial Jurisdiction; provide equitable access to air, water, and light; to guard these resources against misuse and pollution; to protect the beauty, value, and stability of the land located in the City and Extraterritorial Jurisdiction; to foster a beneficial relationship between the land and traffic circulation; to facilitate safe convenient, efficient movement of pedestrian and vehicular traffic by means of proper dimensioning and location of streets and buildings; to insure the adequate provision of water, sewerage, drainage, streets, parks, and open space to all citizens; to safeguard the character and stability of all parts of the city and ETJ; to expedite the transfer and development of property through the requirement of correct legal description and adequate monumenting; and to assist developers in making decisions concerning the use of resources. This document may be obtained from Planning. If you have any questions concerning subdivision matters, or need additional information, please contact Planning Services at (254) 750-5650.

Escarpment Zone Regulations

The Escarpment Zone Regulations have been adopted to protect the environmentally sensitive geology along the east side of Lake Waco and to provide assistance to the developer and citizen when construction within this area is desired. The purpose of these regulations is to protect against siltation of area streams and lakes; to preserve the stability and value of public and private property; to minimize costs of public improvements to correct and reduce hazards and pollution; to minimize the effects of grading to ensure that the natural character of the escarpment is retained; to provide safety against unstable slopes or slopes subject to erosion and deterioration; and to ensure that development is planned to fit the topography, soils, geology, hydrology, and other conditions existing on the proposed site. This document and a generalized map may be obtained from Planning Services at no charge. More specific technical information is available from Engineering Services. If you have any questions concerning escarpment zone matters, or need additional information, please contact Engineering Services at (254) 750-5440.

City of Waco Standard Construction Details

The City of Waco Standard Construction Details have been adopted to provide a guide for developers and contractors when submitting plans for the construction of infrastructure to Engineering Services. The purpose of this document is to provide the technical construction standards for streets, drainage, water, and sanitary sewer
systems in the City of Waco and its Extraterritorial Jurisdiction. This document may be obtained from Engineering Services 254-750-5440 at a cost of $1 per sheet. The sheet size is 24” x 36” and there are eight sheets that comprise the set. You may also purchase a computer disk format at a cost of $20 for the initial copying charge plus a $1.00 per disk. There are approximately three discs in the set. The City of Waco Standard Construction Details are available in electronic format from the City web site (www.waco-texas.com), under Departments / Engineering / Engineering Specifications or directly at http://www.waco-texas.com/engineering-specifications.asp.

City of Waco Standard Specifications for Construction

The City of Waco Standard Specifications for Construction provides guidance for projects that are submitted to the City of Waco for construction. Guidelines include the scope and control of the work, responsibilities of the contractor, measurement, and payment, listing of materials, and construction methods. The cost of this document is $50 and may be purchased at Engineering Services. The City of Waco Standard Specifications for Construction is available in electronic format from the City web site (www.waco-texas.com), under Departments / Engineering / Engineering Specifications or directly at http://www.waco-texas.com/engineering-specifications.asp.
DEVELOPMENT PLAN REVIEW PROCESS

The Development Plan Review process is intended to promote a standard of development in the City of Waco which will contribute to the long-term maintenance of economic vitality, protection of public and private investment in land and structures, and a desirable working and living environment for the residents of the city.

Development plan review is required to verify compliance with site development standards for those uses which, because of type or intensity of use, location within major transportation corridors, or density of development, have a potential impact on adjacent uses, public facilities, or environmental conditions.

The Development Plan Review process is not one but a series of separate review processes established to implement the City of Waco’s policies, standards and regulations for land use and development. These processes are as follows:

- Plan Review
- Zoning
- Board of Adjustment
- Encroachment Agreement
- Abandonment
- Subdivision Platting
- Annexation

Each of these processes is described in the following sections of this guide. The circumstances relative to your project may require you to go through one or more of these processes, and often, they can be conducted simultaneously. Refer to the Development Plan Review Process Chart below.

| Development Plan Review Process |  
|---------------------------------|--------------------------------------------------|
| ☒ Submit Plans to Inspection Services |  
| ☒ Zoning Change Submitted |  
| ● Distribute Request to City Staff |  
| ● Present Request & Findings to City Plan Commission |  
| ● Public Hearing before City Plan Commission |  
| ● Public Hearing before the Waco City Council |  
| ● Second Reading before the Waco City Council |  
| ☒ Subdivision Plats Submitted for Review |  
| ● (Minor plats approved by staff (Informal Review)) |  
| ● Receive comments from staff & compile letter |  
| ● City Plan Commission Work Session |  
| ● City Plan Commission Meeting |  
| ● (City plats end process, ETJ Plats to McLennan Co.) |  
| ● Waco City Council Meeting to take action |  
| ☒ Abandonment Submittal by applicant to staff |  
| ● Distribute the request to city staff for review |  
| ● City Plan Commission Work Session |  
| ● City Plan Commission Meeting |  
| ● Public Hearing before the Waco City Council |  
| ● Second Reading before the Waco City Council |  
| ☒ Annexation Submittal to staff by applicant |  
| ● City Plan Commission Work Session |  
| ● City Plan Commission Meeting |  
| ● City Council Meeting (1st reading) |  
| ● City Council Meeting (2nd reading) |  
| ● City Council Meeting (1st reading of ordinance) |  
| ● City Council Meeting (2nd reading of ordinance) |  
| ☒ Encroachment Agreement |  
| ● Distributed to city staff for review |  
| ● Waco City Council Meeting for action |  
| ● Waco City Council action on resolution |  
| ☒ Board of Adjustment Variance Requests |  
| ● Distribute to city staff for review |  
| ● Receive comments and compile recommendation |  
| ● Board of Adjustment hearing and action on variance |  
| ☒ Distribute Plants to Committee to review and comment |  
| ● Review comments submitted at Committee meeting |  
| ● Comments are compiled and sent to the applicant |  
| ● Complete comments and resubmit |  
| ● Permit issued to Applicant |  

Development Plan Review Process Chart below.
The Plan Review process is required of any individual who applies for a building permit or a certificate of occupancy for a building other than a single-family residential structure. The members of the plan review team meet every Wednesday at 1:30 p.m. in the Main Conference Room of the Dr. Mae Jackson Development Center, 401 Franklin Avenue.

The developer or citizen is welcome to contact Inspection, Planning, Engineering or Traffic to place your name and plan on the agenda for this meeting to discuss your issues. The individual’s submittal shall include a development plan that meets the requirements for Plan Review, unless the Building Official waives the Development Plan Review requirement. The contents of the development plan shall include clearly drawn maps and drawings that are accurately dimensioned to illustrate the following:

- Existing and proposed locations and arrangement of uses on the site, and within 50 feet thereof, and other information necessary to describe or identify the proposed development.
- Existing and proposed site improvements, building elevations for buildings on the site, off-site improvements, utilities, facilities, and drainage systems, locations of all above ground and below ground accessory structures, street features, and trees. Building elevations shall indicate the general height, bulk, scale, and architectural character of the buildings.
- Existing and proposed topography, watercourses, grading, landscaping, exterior lighting, screening, irrigation facilities, and erosion control measures.
- When access to a public water supply or sanitary sewer line is available at the site, details of the proposed connections if the water line is greater than one (1) inch or if the sewer line is greater than four (4) inches.

When the Development Plan Review process is required, the following plan submission is required: four complete sets of the civil drawings. The complete civil set to include property lines with surveyor’s bearings, site grading and drainage, finish floor elevations, dimension control plan for building, parking access and parking, all site utilities, landscape plan, lot coverage, plant type, size and amounts, refuse location, dumpster enclosure and details, and stormwater plan. Also required are four complete plan sets which includes the civil drawings, structural plans, architectural plans, mechanical, electric and plumbing plans, energy data and TDLR number.

If a developer submits an application to the Zoning Board of Adjustment for a variance or any other relief or decision, the application to this Board shall include a copy of the development plan as submitted to the Building Official.

**General Development Plan Review Standards**

Significant features of a site, such as mature or native tree cover, topographic variations with ridges, slopes and ravines, water features, and geologic and soil characteristics provide potential assets for development of high quality. Changes in such natural features may also have an impact on adjacent properties or an even wider area. Protection of the significant natural features of a site should be
considered at each stage of the development process.

The relationship of the proposed development to existing and potential adjacent uses should also be considered. Proposed development should be designed and oriented to avoid intrusive or adverse impacts on adjacent existing uses with mitigating measures, where necessary. Proposed development should also be coordinated with future development in the vicinity to insure that adequate public facilities and desirable relationships between adjoining uses can be provided.

**Specific Development Plan Review Standards**

Specific development plan review standards consist of grading and drainage, erosion and sedimentation control, public improvements such as water and sewer, parking, loading and site access, site coverage and open space, landscaping, screening, signage, building setback and orientation, lighting, building elevations and materials, and refuse and trash removal.

**Grading and Drainage**

The existing basic topographic pattern on a site including the overall rise or fall and direction of slope shall be maintained except where modification is necessary to improve a buildable area, or where the modification will contribute to a specific aesthetic enhancement and not adversely impact adjacent property.

Proposed grade changes shall be clearly identified using existing and proposed contours and spot elevation, and for any slope greater than 3:1, measures to insure stability of such slopes shall be undertaken as defined by a Professional Engineer. In areas designated by the Escarpment Zone Ordinance, the slope standards contained in that ordinance shall apply. If required, a Structural Engineer registered as a Professional Engineer in the State of Texas shall design retaining walls and other structural elements.

Direction and volume of stormwater drainage on the site shall be designed to minimize adverse effects on surrounding property and avoid ponding on the site and adjacent properties, except as provided for in designated stormwater control facilities. The grading and drainage plans shall clearly show the effect of proposed changes on direction and flow of drainage in the vicinity of the site.

**Stormwater Management**

City of Waco Stormwater Management Regulations apply to all development within the limits of the City of Waco as well as to any subdivisions within the extraterritorial jurisdiction of the City of Waco. These regulations are available in electronic format from the City web site (www.waco-texas.com), under Departments / Engineering / Engineering Specifications or directly at http://www.waco-texas.com/engineering-specifications.asp.

Pre-developed peak flows from the site generated from the 2-year, 10-year, and 100-year storm frequencies shall not be increased. For developments of two acres or more, the peak flows from the 2-year, 10-year, and 100-year storms shall be detained in on-site stormwater detention basins with release rates equal to, or less than the flows generated from the site for the 2, 10, and 100-year storm events when the site was in its pre-developed state.

**Erosion and Sedimentation Control**

All grading, excavation or other construction activity involving the moving or removal of earth shall require that appropriate measures be taken during construction to
prevent excessive erosion of soil on the site which may result in deposit of sediment in roadways, streams and drainage channels, sewers, and adjacent property. The following procedures shall be followed as required during construction to prevent excessive erosion and sedimentation:

- Temporary vegetation or, where appropriate, mulching or other cover shall be used to protect exposed areas from erosion during development.
- Sediment basins, debris basins, desilting basins, or silt traps shall be installed and maintained to remove sediment from runoff waters from land undergoing development.
- Provisions shall be made on-site to effectively detain and release at a controlled rate the increased runoff caused by soil and surface alterations during development.
- Proposed erosion and sedimentation control measures shall be identified on all grading and drainage plans submitted to the City of Waco.
- Storm Water Pollution Prevention Plans shall be submitted as required by current legislation on local, state & federal levels.

Public Improvements

In the instance where connection to the public water and sanitary sewer systems requires off-site improvements, a registered professional engineer shall design such improvements. The appropriate bond shall accompany plans and specifications for all off-site improvements that are submitted with the development plan.

All public improvements including streets, utilities and drainage shall be designed by a Registered Professional Engineer according to applicable policies, standards of practice, and local, state & federal regulations. All designs shall incorporate by reference the City of Waco Standard Construction Details.

Where more than two buildings are connected to a sanitary sewer line, a manhole shall be required to such connection.

Parking, Loading & Site Access

The design of all parking, loading and site access facilities (including streets, sidewalks, and driveways) shall comply with the “Parking and Access Design Standards” section of this document, and with the following additional standards.

- Every parking lot and driveway shall be graded for proper drainage and provided with an all-weather surface (concrete, HOT mix asphaltic concrete, surface treatment) as approved by the City Engineer, maintained at all times in such a manner as to prevent the release of dust, and shall be kept free of dust, trash and debris.
- Driveways, except where designed for one-way traffic flow within a parking lot, shall not be less than 24 feet in width or more than 40 feet in width. The driveway system shall allow for unobstructed emergency access at least 16 feet in width as close as possible to each structure, and shall be clearly marked to prohibit parking or other obstruction of such emergency access (See Part V, “Off-Street Parking and Loading”, Waco Zoning Ordinance).
- A required off-street loading space shall be at least 12 feet in width and at least 45 feet in length exclusive driveways, aisles, ramps, maneuvering space, columns, work areas, and shall have a vertical clearance of not less than 15 feet. Where a use is not required to have a loading space, provisions shall be made for incidental deliveries and refuse pickup, which shall not interfere with on-site or off-site traffic movements.
- Each required off-street loading space shall be designed with appropriate means of vehicular access and
circulation to a street from a driveway in a manner, which will least interfere with traffic movements, and no area allocated to any off-street loading areas shall be used to satisfy the space requirements for any off-street parking facilities.

All open off-street loading spaces, access drives, aisles, and maneuvering space shall be improved with a compacted base and a permanent-wearing surface as approved by the City Engineer.

The goal of Traffic Services is to be able to approve at first review all traffic specific requirements relative to your building permit application. To help us facilitate and expedite the site plan review process, Traffic Services asks that you provide the following:

### Site Plan Requirements

| GENERAL |
|-----------------|-----------------|
| Provide a dimensioned site plan that includes a north arrow, scale, and vicinity map or distance to the nearest intersection. |

| An approved Traffic Impact Analysis will be required for projects generating in excess of 160 vehicles in the peak hour or 400 vehicles in a twenty-four hour period. If a project is going to generate a significant amount of traffic, the design professional should provide the trip generation numbers for the project. Traffic Services is available to assist in the calculation of these numbers. All traffic control and related improvements will be expected to conform to the recommendations of the approved TIA. |

| OFFSITE |
|-----------------|-----------------|
| For all existing or proposed streets and alleys adjacent to the development site and for 100 feet on either side of the property please show the following: |

| Correct street name(s) and label the street(s) as existing or proposed. |
| Whether or not the street (i.e. if applicable, the median) edges are curbed and/or guttered. |
| Right-of-way and street width; and dimension between existing and proposed right-of-way and edge of roadway. |
| Street lane types (e.g. through, left turn, right turn, acceleration, deceleration, etc.), and shoulders. |
| Existing or proposed street lighting and non-traffic control signs, utility poles and other obstructions which might affect the location of improvements such as driveways and sidewalks. |
| Existing or proposed sidewalk and handicap ramps. |
| Driveways. |

### Onsite |

| Location, throat width, and return radii for all driveways. |
| Requirements concerning traffic control at the driveways will be determined on a site-by-site basis depending on the conditions at the site. If additional control is required, locations and dimensions of that control should be shown on the plan. |

| Show the location of all property lines. |
| Location and dimensions of all sidewalks. |
| Location and dimensions of all parking spaces. Refer to the City of Waco Parking and Access Design Standards and Policies for Site Development for assistance in parking lot design. |

| Provide a parking spaces summary table that includes the number of existing, required and proposed parking spaces for each. |

| Dimension all parking lot aisles. Ensure adequate vehicle circulation within the parking lot. |

| Show and label permanently installed wheelstops, curb or other ways to prevent encroachment of sidewalk or adjacent property by parked vehicles. |

| Show and label the location of the site refuse container and screening for containers larger than the hand roll-out containers. Indicate how the on-site refuse container is to be accessed (e.g. front-load, side-load). The purpose of this information for traffic review is to insure that proper space has been allocated for the servicing of refuse containers on-site. Containers larger than the hand roll-out types shall not be placed on public right-of-way or located so that service vehicles must occupy public right-of-way to service them. |

| Show and label on-site delivery/loading areas. |

| Show the location of light poles. The purpose of this is to insure that light poles do not interfere with proposed parking and that lights do not create unnecessary glares for motorists on adjacent streets. Wattage and orientation of light fixtures on some commercial and industrial sites may be required depending on the conditions around the site. |

| Location of entries/exits of the building(s) being constructed or modified. Note if entries/exits are drive-through. The preferred option would be to provide elevations of the building. |

| Show all landscaping which exceeds two feet in height. |

### Site Coverage and Open Space

In all Office districts, except for residential uses in Office districts, the...
maximum coverage of the site by buildings and paved areas shall not exceed 85 percent of the total lot area. When the use is residential in O districts, the maximum coverage of the sites by buildings and paved areas shall not exceed 75 percent of the total lot area.

- In all C and M districts, except the C-4 district, the maximum coverage of the site by buildings and paved area shall not exceed 90 percent of the total lot area.

- In all R districts, the maximum coverage of the site by buildings and paved areas shall not exceed 75 percent of the total lot area.

- Areas of the lot covered by structures or paved area used solely for recreational purposes may be included as usable open space and not counted as part of the site coverage.

**Preservation of Vegetation**

Existing mature vegetation (trees of six inches or greater in caliper) or native vegetation (including liveoak, spanish oak, cedar elm, shin oak, bald cypress, post oak, or black walnut; and small native trees such as Texas madrone, black cherry, Texas mountain laurel, evergreen sumac, Mexican buckeye, flameleaf sumac or Texas persimmon) shall be preserved through the following practices:

- Avoidance of clear-cutting outside necessary construction area.
- Retention of existing vegetation in required yard areas, open space, screening areas, and boundary parking lot landscaping.

**Landscaping Requirements**

Landscaping shall consist of plant material, including but not limited to grass, trees, shrubs, flowers, vines and other groundcover, native plant materials, planters, brick, stone, natural forms, water forms, aggregate or other landscape features, but not including the use of uniform Portland cement or asphalitic concrete; provided, however, that the use of brick, stone, aggregate or other inorganic materials shall not predominate over the use of organic plant material.

**Open Space**

All open space on the site shall be permanently landscaped. All cuts and fills shall be restored with appropriate vegetation.

**Boundary Landscaping**

In all office, commercial, and industrial zoning districts, boundary landscaping shall be provided along the abutting public rights-of-way (except an alley). Such landscaping shall consist of a combination of groundcover and deciduous and evergreen shrubs. One tree shall be required for every 50 feet of frontage or fraction thereof. Trees shall be a minimum of five feet in height and three inches in caliper (as measured six inches from the base). Two trees of one and a half inch caliper or one multi-trunk tree, no trunk of which shall be less than one and a half inch in caliper, may be substituted. Trees shall be placed so as not to obstruct sight distances, or vehicular or pedestrian circulation. Increased landscaped area may be substituted for trees by increasing the landscaped area proportionate to the decrease in number of required trees.

Landscaping must include a combination of grass and/or groundcover and shrubs and must be visible from the public right-of-way. At least 25 percent of the landscaped area must consist of shrubs. Shrub shall be defined as a woody ornamental plant with several permanent stems instead of a single trunk. Boundary landscaping shall be appropriate to the character of the site and the landscaped areas shall be a size to
allow for proper maintenance. Parkway may be counted in meeting the minimum landscape requirements except where documented plans propose an action that will involve the eventual utilization of the parkway for such purposes as widening of a street, placement of a sidewalk or installation of storm drainage. Landscaping within the parkway shall be executed in such a manner as to provide for pedestrian passage.

**Interior Parking Lot Landscaping**

For any off-street parking lot containing over twenty-five spaces, or for an combination of parking areas on a single lot providing more than twenty-five spaces, landscaping shall be required in the ratio of ten square feet of landscaped area for every 400 square feet of area occupied by such parking facilities. The required landscaping shall be interior landscaping. Interior landscaping shall be defined as any landscaping not located along the outer boundaries of the parking lot. Interior landscaping shall be spaced in such a way as to break up large expanses of paving thereby softening the overall appearance of the parking lot. One tree will be required for every 25 spaces. Trees shall be a minimum of five feet in height and three inches per caliper as measured six inches from the base. Two trees of one and a half inch caliper or one multi-trunk tree, no trunk of which shall be less than one and a half inch in caliper, may be substituted. Increased landscaped area may be substituted for trees by increasing the landscaped area proportionate to the decrease in the number of required trees. For example, a twenty-five percent reduction in the number of trees can be offset by a twenty-five percent increase in the landscaped area.

Landscaping must include a combination of grass and/or groundcover and shrubs and must be visible from the public right-of-way. At least 25 percent of the landscaped area must consist of shrubs. Shrub shall be defined as a woody ornamental plant with several permanent stems instead of a single trunk. The substitution of landscaping for up to 20 percent of required parking may be approved by staff during the plan review process if it can be demonstrated by the applicant that parking will be adequate to serve the demand for a site either on site or through an approved shared parking arrangement. Factors to be considered include, but are not limited to, the anticipated availability and use of mass transit; complementary hours of operation; the degree to which the site and structure is customized for the proposed use; the general availability of parking in the surrounding area; and/or the necessity to conserve significant vegetation.

**Maintenance of Landscaping**

All landscaping required shall be maintained in a neat and healthy condition, and such maintenance shall be an on-going obligation of the owner of the property and prompt replacement shall be made of diseased or dead plant material.

**Stormwater Management Facilities**

Except in M-2 and M-3 districts, retention ponds or similar storm water management facilities will not be counted in meeting landscaping requirements unless landscaped and located in an area that is visible from a public right-of-way.

**Screening**

Screening is required along all lot lines in multiple family residence (R-3) zoning district abutting a lot located in single-family residence (R-1) or two-family & attached single family (R-2) zoning district. This also applies to office, commercial or industrial zoning district abutting a residential zoning district. Such screening shall consist of the following:
A solid wood fence or masonry wall at least six feet in height, with the finished side facing out from the lot on which such fence or wall is located; and/or

An all-season landscape screen four feet in width densely planted with a combination of deciduous and evergreen trees and shrubs, which have an initial height of three feet and will attain a height of six feet within 36 months after installation.

Signage

The regulation of signs is intended to allow clear and concise information to be presented to the public while preventing inharmonious, distracting or confusing signage due to excessive size or inadequate spacing. Signs shall be located in accordance with the requirements as set forth in Part VIII- Signs of the Waco Zoning Ordinance. Contact Planning Services at 254-750-5650 or Traffic Services at 254-750-6634 for assistance.

Building Setback and Orientation

In addition to the yard requirements applicable for the zoning district and/or overlay district in which a structure is located:

All buildings shall comply with the setback requirements of the Building Code.

Where more than one principal building is located on a lot, the distance between any multiple family residential building(s) and any other buildings on the lot shall be not less than 10 feet; provided that such distance shall be increased by one foot for each two feet or fraction thereof by which each building exceeds 25 feet in height. Contact Planning Services at 254-750-5650, Inspection Services at 254-750-5612 or Traffic Services at 254-750-6634 for assistance.

Lighting

Street lighting shall be provided in accordance with the City of Waco Street Lighting Policy in order to promote public safety, security, and aesthetically pleasing appearance. Where hazards exist which can be minimized or eliminated by lighting, or where use extends into hours of darkness, the lighting of parking areas, walks and drives may be required. Such lighting may be attached to a building or freestanding fixture.

Freestanding fixtures should be kept to the minimum height needed to provide adequate lighting. The height and design of the fixture should be such as to minimize their effect on adjoining properties. Freestanding and attached fixtures and exposed accessories should be harmonious with building design. No fixed spacing of on-site lighting shall be required provided that illumination is even through parking areas and along walks and drives. Contact Traffic Services at 254-750-6634 for assistance.

Building Elevations and Materials

The goal of Building Elevations and Materials Standards is to promote satisfactory design. Upgrading the quality of development through better design and execution of projects is encouraged. Contrasting design, when sensitive to the surrounding environment, is recognized as a valid means of adding interest and vitality to an area. The elevations of buildings designed to be open to view from a public street or right-of-way, kind and texture of the building material of the buildings, and the relationship of building elevations and materials to adjacent buildings or structures, create an architectural character for development. The following standards are designed to promote quality and compatibility of building design. Contact Inspection Services at 254-750-5612 for assistance.
Materials should be selected for suitability to the type of buildings and style in which the area is used, and for harmony with adjoining buildings.

In any building in which the structural frame is exposed to view, the structural materials should also meet the above criteria.

Building components and appurtenances, including doors, windows, canopies, and trim, should maintain a harmonious proportion to each other and to the building as a whole.

Mechanical equipment on roof, ground or building should be screened from public view at ground level with materials harmonious with the building, or located so as not to be visible from any public street or residential area.

Miscellaneous structures and objects, excluding works of art such as outdoor sculptures adjacent to a building, should be compatible with the architectural style of the main building in scale, materials and colors.

Variation in architectural detail, variations in building massing, or varied siting of individual buildings should be used to provide visual interests where more than one building is located on a single parcel.

**Refuse and Trash Removal**

For all uses, except where individual trash collection is to be provided for each townhouse, two-family or single-family dwelling unit, refuse or trash collection areas shall be provided at the rear of each structure, or positioned in or near the common parking lot or a driveway. Each such area shall be completely screened from view on three sides, with solid fencing of either wood or masonry construction, to a height of seven feet and shall include a concrete pad. Each such refuse area shall be provided with closed and covered trash containers. Contact Refuse Services at 254-751-8510, Engineering Services at 254-750-5440 or Traffic Services at 254-750-6634 for assistance.

**FIRE PROTECTION**

**Fire Apparatus Access Roads (Fire Lanes)**

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided.

Fire apparatus access roads shall have an unobstructed width of not less than 26 feet, unless given approval from the AHJ, except for approved security gates, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

The required turning radius of a fire apparatus access road shall be 50 feet outside turning radius. Dead-end fire apparatus access roads in excess of 150
feet in length shall be provided with an approved area for turning around fire apparatus.

Marking of the fire access road shall be by one of three approved methods.

1. Painting curbs red with contrasting white letters reading “NO PARKING FIRE LANE”.
2. Painting red stripe on pavement with contrasting white letters reading “NO PARKING FIRE LANE”.
3. With signage at the beginning and end of the designated fire access road and at 25 feet intervals. If curb markings are also used, the interval can be 50 feet.

Access during Construction

Approved vehicle access for firefighting shall be provided to construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus roads are available.

Fire Hydrant Requirements

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, on-site fire hydrants and mains shall be provided. EXCEPTION: If the facility or building is fully sprinklered, the distance requirement shall be 600 feet.

Water Supply for Fire Protection During Construction

An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.

Installation of Fire Mains by Licensed Companies

Permits are required for all underground fire mains. Plans should be submitted with the permit application prior to beginning of installation. Fire Protection water mains can only be installed by personnel licensed by the State Fire Marshal's Office to perform such work. Licensed plumbers cannot install fire mains.

A copy of the FMO stamped approved set of plans is required to be on site and immediately available at all times. Permission and written authorization to begin installation prior to plan approval may be requested from the Fire Marshal's Office. If permission is granted, then a copy of the written permission letter must be kept on site at all times in lieu of the approved plans. It is understood that any corrections or deviations from the approved plans must be made in order to obtain final acceptance.

All features of the underground fire main shall be inspected and hydro tested before being covered. This includes but is not limited to type and size of piping, pipe depth, type of fill, thrust block location and size. All pipe joints and thrust blocks are to remain uncovered until hydro tested unless permission is obtained from the FMO prior to being hydro tested. Hydro testing will be according to NFPA 24.

The private fire main begins at the tap to the public City of Waco water main. No domestic water taps are allowed on the fire main.

Test gauges must be connected to the system being tested. All pumps must be completely disconnected from the system being tested.
Gating

The installation of gates across access roadways shall be pre-approved by the Fire Marshal. Where gates are installed, they shall have an approved means of emergency operation.

Electrically Operated Security Gates

All electrically operated security gates must be equipped with an emergency means of release as well as a Knox key switch.

Fire Protection System Plan Submittals

In order to obtain the greatest insurance savings for a sprinkler system, fire sprinkler plans must first be reviewed and stamped by the Insurance Service Organization (ISO). ISO also requires that the installed system be inspected by ISO. The customer must request this inspection through their insurance agent. This must be done in order to receive maximum insurance credit for the sprinkler system.

Plan submittals to the Fire Marshal’s Office must include ISO review comments and responses. One set of plans will be kept by FMO. A copy of the FMO stamped approved plans is required to be on site and immediately available at all times.

Installation Prior to Approval of Fire Protection Systems

Permission and written authorization to begin installation prior to plan approval may be requested from the Fire Marshal’s Office. If permission is granted, then a copy of the written permission letter must be kept on site at all times in lieu of the approved plans. It is understood that any corrections or deviations from the approved plans must be made in order to obtain final acceptance.

Fire Protection System Inspections

All aboveground piping of sprinkler systems shall be inspected and hydro tested prior to any part being covered or obstructed in any manner unless permission is obtained from the FMO prior to being covered or obstructed. This includes but is not limited to pipe type and sizes, hanger locations, sprinkler head types and locations, etc. Hydro testing will be according to NFPA 13.

Installations that include multiple systems or multiple levels may be inspected and hydro tested separately in efforts to maintain construction scheduling. Partial visual inspections, covering and/or obstructing systems is not permitted unless special circumstances exist and prior approval from FMO is given. A special after hours permit and fee will be required for each approved inspection. The General Contractor requesting a partial inspection would be responsible for obtaining the permit and paying associated fees prior to inspection, not the installing contractor.

Test gauges must be connected to the system being tested. All pumps must be completely disconnected from the system being tested.

A minimum of 24 hours advanced notice is normally required for inspections.

Fire Alarm System Plan Submittals

Permits are required for all fire alarm submittals. One set of plans will be kept by FMO. A copy of the FMO stamped approved plans is required to be on site and immediately available at all times.
Installation Prior to Approval of Fire Alarm Systems

Permission and written authorization to begin installation prior to plan approval may be requested from the Fire Marshal’s Office. If permission is granted, then a copy of the written permission letter must be kept on site at all times in lieu of the approved plans. It is understood that any corrections or deviations from the approved plans must be made in order to obtain final acceptance.

Fire Alarm System Inspections

Fire alarm systems testing will be according to NFPA 72.

A minimum of 24 hours advanced notice is normally required for inspections.

Knox Lock Boxes

Knox lock boxes are required on all buildings with monitored fire alarm systems. The lock box can be ordered from Knox Company through the internet at www.knoxbox.com. Specify the City of Waco Fire Department.

Premises Identification

All buildings shall have approved address numbers placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inches.

Storage Tanks

Permits are required for the installation of storage tanks containing hazardous, combustible or flammable liquids. Plans should be submitted with permit application. Inspections are required prior to covering any tank or line from the tank. Testing of installations shall follow the manufacturer’s guidelines or be conducted according to the applicable NFPA guideline.

Note: These guidelines are subject to change without notice based on the adoption of new Fire Codes. Contact Fire Services at 254-750-1740.

REVIEW OF DEVELOPMENT PLANS

The Building Official shall distribute the Development Plan to the various City departments. The City departments shall review the Development Plan to determine whether it complies with the Development Plan Review Standards.

If a City department finds that the Development Plan does not comply with one or more of these standards, it may recommend an amendment to the plan that complies with these standards. Contact Inspection Services at 254-750-5612, Fire Services at 254-750-1740, Health Services at 254-750-5464, Planning Services at 254-750-5650, Engineering Services at 254-750-5440 or Traffic Services at 254-750-6634 for assistance.

ZONING BOARD OF ADJUSTMENT APPEAL OF DEVELOPMENT PLAN AMENDMENTS

An applicant may appeal a Development Plan amendment to the Zoning Board of Adjustment upon completion of the City staff Development Plan Review Process. The appeal shall be initiated by giving written notice to Planning Services stating that the Development Plan amendment is based on an improper interpretation or application of the Plan.
This request is permitted on the next regularly scheduled agenda of the Board of Adjustment, assuming that a minimum of three days has been allowed for posting a notice. The Board shall act on the Development Plan amendment at that meeting.
Parking & Access
Design Standards

Site plan evaluation for new developments is intended to promote a standard of development in the City of Waco which will contribute to the long-term maintenance of the street system, and protection of public and private investment.

The information which follows will describe the City of Waco’s standards for streets, parking and access, safety, and on-site development. These standards will be uniformly applied to property developments undergoing the Plan Review Process.

Sight Obstruction
Standards for Public Right-Of-Ways

It is not permitted for any person within the City of Waco, without obtaining a permit to erect, construct, reconstruct, alter or repair, or to permit the erection, construction, alteration or repair of any fence, wall, hedge, or structure of any kind, on or across public right-of-ways, or within the sight triangle.

No person shall place, maintain, permit or cause to be placed or maintained, any tree, shrub, or plant of any kind, or vehicle of any kind on or across public right-of-ways, or within the sight triangle.

Driveways should observe the same sight obstruction standards as described for street and alley corners. All parts of any vehicle parked adjacent to a public street or public right-of-way should be parked entirely on private property, and should not extend into the public right-of-way. This vehicle should also be parked in observance of the sight obstruction standards.

All signs shall comply with the applicable section in the City of Waco Zoning Ordinance and should also be placed in observance of sight obstruction standards.

Residential Driveway
Standards

Residential driveway standards apply to single-family and two-family residential land uses. Under normal circumstances, one (1) driveway is permitted for each residential lot, and these standards are intended for local streets only. Residential lots on arterial streets are subject to commercial driveway standards. Exceptions may be permitted for
each residential lot, corner lots, and circle driveways.

The edge of a driveway shall be located no closer than four (4) feet to the property line, without an encroachment agreement with the adjacent homeowner.

Driveway construction details may be obtained from the City Engineer for all types of driveways. Refer to the Residential Driveway Standards Chart below.

### Residential Driveway Standards

<table>
<thead>
<tr>
<th>Driveway Type</th>
<th>Driveway Width</th>
<th>Curb Radius</th>
<th>Driveway to Corner Length L1</th>
<th>Length Between Driveways L2</th>
<th>Street Corner Radius R2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Drive-</td>
<td>10' Min</td>
<td>4' Min</td>
<td>30' Min</td>
<td>8' Min</td>
<td>15' Min</td>
</tr>
<tr>
<td>way</td>
<td>12' Max</td>
<td>15' Max</td>
<td></td>
<td></td>
<td>25' Max</td>
</tr>
<tr>
<td>Double Drive-</td>
<td>18' Min</td>
<td>4' Min</td>
<td>30' Min</td>
<td>8' Min</td>
<td>15' Min</td>
</tr>
<tr>
<td>way</td>
<td>24' Max*</td>
<td>15' Max</td>
<td></td>
<td></td>
<td>25' Max</td>
</tr>
</tbody>
</table>

* For 3 car garages facing the Street Driveway Width may be 27' Min to 36' Max

Single width driveways longer than 50' require that vehicles are able to turn around and pull head first onto the street.

### Commercial Driveway Standards

Commercial driveway standards apply to all land uses including office and multi-family residential. The location and design of all driveway openings shall meet the standards contained in this section and shall be submitted for approval by the Traffic Engineer.

Multiple driveway openings for a single development shall not exceed fifty percent of the property frontage as measured at the street curbline. This distance shall include the curb radius on the driveway.

Deceleration lanes may be required by the Traffic Engineer for driveways on arterial streets. Requirements for these lanes may be anticipated where the additional lane is needed to avoid disrupting traffic flow on the street. Refer to the chart below.

### DECELERATION LANE STANDARDS

<table>
<thead>
<tr>
<th>Public Street Speed Limit (mph)</th>
<th>Minimum Lane Length L1</th>
<th>Minimum Transition Length L2</th>
<th>Curb Radius R1</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>60'</td>
<td>60'</td>
<td>15' Min</td>
</tr>
<tr>
<td>35</td>
<td>60'</td>
<td>60'</td>
<td>15' Min</td>
</tr>
<tr>
<td>40</td>
<td>100'</td>
<td>70'</td>
<td>15' Min</td>
</tr>
<tr>
<td>45</td>
<td>130'</td>
<td>100'</td>
<td>15' Min</td>
</tr>
<tr>
<td>50</td>
<td>150'</td>
<td>100'</td>
<td>15' Min</td>
</tr>
</tbody>
</table>
Waco’s quality of urban development is aggressively promoted in newly developing areas by encouraging joint access, prohibiting back-out residential driveways, and limiting the number of driveways in a given development frontage.

Driveway access to selected major streets, which are currently developed, may be restricted or prohibited where new driveways would create or worsen traffic problems.

Where severe physical restrictions exist and where such restrictions would effectively prohibit access to a property under development, the Traffic Engineer may waive one or more of the requirements contained herein. However, no driveway will be permitted when undue safety hazards to the motoring public could result.

The rise in a drive approach from the gutter line to the back of the apron shall be six inches, making the driveway slope in the first ten feet from the gutterline 5 percent. The slope may rise an additional 5 percent or fall a maximum of 6 percent in the second ten feet. These standards shall apply unless unusual conditions exist and permission is obtained from Engineering Services of the City of Waco for a variance.

Where planned adjacent to another property, the driveway opening shall be set off the property line by a distance equal to the required curb radius. Adherence to this requirement should not significantly change the angle of intersection between the driveway and street from ninety (90) degrees. Refer to the chart below.

### COMMERCIAL DRIVEWAY STANDARDS

<table>
<thead>
<tr>
<th>Street Type</th>
<th>Arterial</th>
<th>Collector</th>
<th>Local*</th>
<th>CBD*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveway Width X</td>
<td>30’ Min</td>
<td>24’ Minimum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>42’ Max*</td>
<td>42’ Maximum*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curb Radius R1</td>
<td></td>
<td>10’ Minimum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driveway to Corner Length L1</td>
<td>120’ Min</td>
<td>60’ Min</td>
<td>30’ Minimum</td>
<td></td>
</tr>
<tr>
<td>Length Between Driveways L2</td>
<td>40’ Min</td>
<td>40’ Min</td>
<td>30’ Minimum</td>
<td></td>
</tr>
<tr>
<td>Street Corner Radius R2</td>
<td>25’ Min</td>
<td>15’ Minimum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Divided driveway with raised medians will be reviewed for exception.

Driveways may be required to be shared among adjacent property owners with appropriate recorded ingress/egress and cross parking agreements. Driveways serving major trip generations will be required to have raised barrier curb to prevent internal circulation from crossing the driveway close to the street intersection.
Industrial Driveway and Internal Circulation Standards

Industrial driveway standards apply to land uses within designated industrial districts. These standards may also be applied to other land uses with industrial or commercial zoning where frequent use by large wheel base or semi-trucks is anticipated. The design of internal circulation elements must consider the operational characteristics of large wheel base trucks and semi-trailers as well as parking and loading requirements. Refer to the chart below.

- Commercial driveway width and curb radius standards shall apply to driveways anticipated to accommodate passenger vehicles and smaller trucks only.
- Industrial driveways shall be located and designed in such a way that all maneuvering space to loading areas or docks is provided on-site, so as to discourage backing from the street. The location and design of all industrial driveway openings shall meet the standards contained in this section and shall be approved by the Traffic Engineer.
- Service roads within the property should be twenty-four (24) feet in width for two-way operation.
- Care should be taken to prohibit parking where it may conflict with truck circulation or maneuvering into the truck dock areas.

### INDUSTRIAL DRIVEWAY AND INTERNAL CIRCULATION STANDARDS

<table>
<thead>
<tr>
<th>Street Type</th>
<th>Arterial</th>
<th>Collector</th>
<th>Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveway Width $X_1$</td>
<td>30' Min</td>
<td>30' Minimum</td>
<td>50' Max</td>
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<tr>
<td>Curb Radius $R_1$</td>
<td>15' Min</td>
<td>10' Minimum</td>
<td>25' Max</td>
</tr>
<tr>
<td>Driveway to Corner Length $L_1$</td>
<td>120' Min</td>
<td>60' Minimum</td>
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</tr>
<tr>
<td>Length Between Driveways $L_2$</td>
<td>40' Min</td>
<td>40' Min</td>
<td>30' Min</td>
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<tr>
<td>Street Corner Radius $R_3$</td>
<td>25' Min*</td>
<td>25' Minimum*</td>
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</tr>
<tr>
<td>Two-Way Aisle Width $X_2$</td>
<td>24' Minimum</td>
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<td></td>
</tr>
<tr>
<td>One-Way Aisle Width $X_3$</td>
<td>20' Minimum</td>
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<td></td>
</tr>
<tr>
<td>90° Inside Curb Radius for Service Road $R_4$</td>
<td>25' Minimum*</td>
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</tr>
<tr>
<td>90° Outside Curb Radius for Service Road $R_5$</td>
<td>50' Minimum*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dock Approach Grade $G$</td>
<td>10% Maximum</td>
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<td></td>
</tr>
</tbody>
</table>

*Larger minimum or compound radius may be required in some cases depending on design vehicle.
Industrial Loading Facilities

The City of Waco Zoning Ordinance requires developers to provide off-street loading facilities. Each off-street loading space shall consist of a rectangular area in accordance with the Loading Berth and Apron Length Requirements. Minimum vertical clearance required is fifteen feet.

- For single bay loading docks, the loading space may be considered as part of the maneuvering (apron) space, but for multiple bay loading docks, the loading space may not be considered as part of the apron space.

- Each loading space shall have adequate drives, aisles, and turning and maneuvering areas for access and usability, and shall at all times have access to a public street or alley.

- Maneuvering space for loading must be located completely outside the right-of-way of all public streets.

- Loading berths are to be accommodated entirely on the premises, including the location of trash receptacles. The minimum number of loading spaces shall comply with the following schedule.

### Industrial Loading Space Requirements

<table>
<thead>
<tr>
<th>Use</th>
<th>Gross Floor Area</th>
<th>Required Loading Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>0 - 39,000</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>40,000 - 100,000</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>each additional 100,000</td>
<td>Add 1</td>
</tr>
<tr>
<td>Industrial</td>
<td>0 - 9,999</td>
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</tr>
<tr>
<td></td>
<td>10,000 - 25,000</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>25,001 - 39,999</td>
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</tr>
<tr>
<td></td>
<td>40,000 - 100,000</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>each additional 100,000</td>
<td>Add 1</td>
</tr>
</tbody>
</table>

### Loading Berth and Apron Length Requirements

<table>
<thead>
<tr>
<th>Design Vehicle</th>
<th>Length in feet (L)</th>
<th>Dock Angle (a)</th>
<th>Clearance in feet (D)</th>
<th>Berth width in feet (W)</th>
<th>Apron Space in feet (A)</th>
<th>Total Offset in feet (T)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SU</td>
<td>30</td>
<td>90°</td>
<td>30</td>
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<td>58</td>
<td>88</td>
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<tr>
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<td>90°</td>
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<td>56</td>
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<td></td>
<td>45°</td>
<td>36</td>
<td>12</td>
<td>40</td>
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<td></td>
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<td>35</td>
<td>79</td>
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<td>WB-50</td>
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<td>79</td>
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<td>90°</td>
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<td>79</td>
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<td>60°</td>
<td>60</td>
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<td>118</td>
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<td>45°</td>
<td>49</td>
<td>12</td>
<td>47</td>
<td>96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
<td>45</td>
<td>94</td>
</tr>
</tbody>
</table>
Off-Street Parking Standards

The developer shall refer to the City of Waco Zoning Ordinance for the required front and side yard distances, and number of parking spaces in each zoning district. Contact state officials for the number and location of desired handicapped spaces in each type of development. Refer to the Parking Design and Layout Standards shown on this page.

- The design and layout of all parking lots and parking facilities shall meet the standards contained in this section and are subject to the approval of the Traffic Engineer. Aisle widths specified are minimum requirements and should be increased as needed to be compatible with driveway opening requirements.

- Required off-street parking shall contain sufficient aisles, driveways and turnarounds to ensure adequate internal vehicular circulation. Parking layout for all site developments shall not utilize public streets for such circulation. The use of City streets for angle or head-in parking is strictly prohibited. These streets are commonly used for fire lanes and turning radius needs.

- Refuse containers shall be located on the premises via internal circulation in or from the parking lot.

### PARKING DESIGN STANDARDS

<table>
<thead>
<tr>
<th>Layout Parameter</th>
<th>9' Stall Width (Minimum)</th>
<th>8.5' Stall Width (Alternate for only handicap space)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>45°</td>
<td>60°</td>
</tr>
<tr>
<td>A Offset</td>
<td>18'</td>
<td>11'</td>
</tr>
<tr>
<td>B Car Space</td>
<td>12.7'</td>
<td>10.4'</td>
</tr>
<tr>
<td>C Stall Depth to Interlock</td>
<td>15.3'</td>
<td>17.5'</td>
</tr>
<tr>
<td>D Stall Depth to Wall</td>
<td>17.5'</td>
<td>19'</td>
</tr>
<tr>
<td>E Car Overhang</td>
<td>2'</td>
<td>2.3'</td>
</tr>
<tr>
<td>F Aisle Width</td>
<td>12'</td>
<td>16'</td>
</tr>
<tr>
<td>G Turnaround</td>
<td>17'</td>
<td>14'</td>
</tr>
</tbody>
</table>

### Alley Access

The use of alleys by the public for access to off-street parking is permissible under certain conditions. Alley intersections shall meet the minimum City sight distance requirements as defined by the following statements:
WACO DEVELOPMENT GUIDE

- The alley has no severe horizontal or vertical alignment problems or major obstructions.
- Adequate provision is made in the alley by the developer to relocate existing and proposed utilities and utility poles as needed, and to satisfy City refuse pick-up requirements.
- The alley is paved with concrete by the developer according to City specifications as determined by the City Engineer. Such paving shall be required of the developer for the full width of the development plus any additional paving needed to provide a continuous paved accessway to a nearby City street.
- If the alley is proposed for use as a direct access to head-in parking, three additional conditions must be satisfied: a) the total number of parking spaces provided must equal or exceed the number required by the City of Waco Zoning Ordinance, b) the minimum aisle width for the alley head-in parking is twenty-five feet, and c) no variances to required yard setbacks and required off-street parking may be requested.

Marking Standards

Typical island and curb markings may be painted instead of being six (6) inch raised concrete. A concrete curb or wheel stop shall be placed behind all property lines in such a manner that no part of any parked vehicle extends into or over the right-of-way and all parked vehicles are in observance of the sight obstruction ordinance. In no case shall this curb or wheel stop be located less than thirteen feet behind the back of the street curb. Refer to the layout below.

Street Lighting

The City of Waco requires adequate street lighting along residential streets (local & collector) and commercial developments. High-pressure sodium vapor lighting is preferred except where decorative lighting is used. Metal halide lighting is preferred in the CBD and decorative situations. Alley installations may be allowed at intersections only.

- All street lighting plans will be submitted directly to the Traffic Engineer for approval. These shall include lighting type, intensity, and location. The City of Waco will assume all maintenance and power costs.
- All installation costs for underground service shall be paid by the developer or petitioner. The developer or petitioner shall agree to pay the one-time electric provider charges or the difference in cost between a wood pole and the selected decorative pole for the light.
- The cost of the fixture is included in the monthly flat rate paid by the City of Waco. Steel or decorative poles are required. These must be of a standard type currently in use by the utility company provider serving this location, and are subject to the approval of the Traffic Engineer.
- Wood poles for above ground service may be used by the developer. These poles are provided by the electric service provider and are requested through the Traffic Engineer.
Site Lighting

Where hazards exist which can be minimized or eliminated by lighting, or where these hazards extend into hours of darkness, the lighting of parking areas, walks and drives may be required in such a manner and during such hours as may be deemed necessary in the interest of public safety and security. Such lighting may be attached to a building or freestanding fixture.

- Freestanding fixtures should be kept to the minimum height needed to provide adequate lighting. The height and design of the fixture should be such as to minimize their effect on adjoining properties. Lighting plans will be scrutinized for adequate vertical light cutoff.
- Freestanding and attached fixtures and exposed accessories should be harmonious with building design. No fixed spacing of on-site lighting shall be required provided that illumination is even through parking areas and along walks and drives.
- For Brazos River Corridor specific site lighting minimums, please refer to Section 28-809.1 of the zoning ordinance.

Sidewalk Standards

It is the policy of the City of Waco to require the construction of concrete sidewalks on all developments, which front on arterial and collector streets, streets with significant pedestrian activity, the Central Business District, or where the development is adjacent to property with sidewalks. Refer to Typical Sidewalk Layouts and Views.

- The placement of asphalt pavement and gravel in City right-of-way is strictly prohibited.

Traffic Impact Analysis

New developments may be required to submit a traffic impact analysis (TIA). The need for a TIA will be considered on a case by case basis and may be required for
developments that meet the following criteria.

1. Produce a minimum 500 daily trips or 200 trips in any one-hour period.
2. The development is expected to produce local traffic congestion causing a detrimental effect on adjacent land uses.
3. The proposed development is located near roadways or intersection(s) which are already congested.

Initial review of the TIA is completed by staff and takes 2 to 3 weeks to complete. After completion of staff review the TIA needs to be approved by the Plan Commission and City Council.
BUILDING PERMIT PROCESS

All building permits are issued through Inspection Services, located on the first floor of the Dr. Mae Jackson Development Center at 401 Franklin Avenue. The mailing address is P.O. Box 2570, Waco, Texas 76702-2570. To ensure whether or not a permit is required, it is recommended that you contact Inspection Services at 254-750-5612, 254-750-5624 (Fax) from 8:00 a.m. to 5:00 p.m., Monday-Friday.

The approximate building permit process times are typical working days excluding holidays. These permit times are dependent on the applicant submitting all required plans and specifications to Inspection Services. Larger projects may take longer, please consult with city staff.

NOTE: 1) Applications must be submitted through online CSS Portal.
2) Incomplete plan submission will not be accepted for review.
3) All plans shall be drawn to scale.

The following information is required for building permits:

<table>
<thead>
<tr>
<th>NEW SINGLE FAMILY RESIDENTIAL CONSTRUCTION AND ADDITIONS TO STRUCTURE*</th>
<th>Process Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Application submitted thru CSS Portal</td>
<td>5 working days</td>
</tr>
<tr>
<td>Site Plan</td>
<td></td>
</tr>
<tr>
<td>Typical Wall Sections</td>
<td></td>
</tr>
<tr>
<td>Engineered Foundation Plan</td>
<td></td>
</tr>
<tr>
<td>Utility Easement Locations</td>
<td></td>
</tr>
<tr>
<td>Electrical Plan</td>
<td></td>
</tr>
<tr>
<td>Floor Plan</td>
<td></td>
</tr>
<tr>
<td>Roof Framing</td>
<td></td>
</tr>
<tr>
<td>Energy Form</td>
<td></td>
</tr>
<tr>
<td>Elevations</td>
<td></td>
</tr>
<tr>
<td>Existing Property Lines</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SINGLE FAMILY REMODELING</th>
<th>Process Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Application submitted thru CSS Portal</td>
<td>3 working days</td>
</tr>
<tr>
<td>Floor Plan</td>
<td></td>
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<tr>
<td>Notes for work to be completed</td>
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<table>
<thead>
<tr>
<th>NEW COMMERCIAL CONSTRUCTION</th>
<th>Process Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Application submitted thru CSS Portal</td>
<td>10-25 working days</td>
</tr>
<tr>
<td>Site Plan</td>
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</tr>
<tr>
<td>Property Lines</td>
<td></td>
</tr>
<tr>
<td>Landscape Plan</td>
<td></td>
</tr>
<tr>
<td>Structural Plan</td>
<td></td>
</tr>
<tr>
<td>Elevations</td>
<td></td>
</tr>
<tr>
<td>Plumbing Plan*</td>
<td></td>
</tr>
<tr>
<td>Specifications</td>
<td></td>
</tr>
<tr>
<td>Escarpment Zone Details</td>
<td></td>
</tr>
<tr>
<td>Off-street Parking Plan</td>
<td></td>
</tr>
<tr>
<td>Survey Measurements</td>
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</tr>
<tr>
<td>Grading Plan</td>
<td></td>
</tr>
<tr>
<td>Floor Plan</td>
<td></td>
</tr>
<tr>
<td>Engineered Foundation Plan</td>
<td></td>
</tr>
<tr>
<td>Electrical Plan*</td>
<td></td>
</tr>
<tr>
<td>Heating &amp; A/C Plan*</td>
<td></td>
</tr>
<tr>
<td>Utility Easement Locations</td>
<td></td>
</tr>
<tr>
<td>Floodplain Designation</td>
<td></td>
</tr>
<tr>
<td>Energy Code Information</td>
<td></td>
</tr>
<tr>
<td>Stormwater/Erosion Control</td>
<td></td>
</tr>
<tr>
<td>TDLR Accessibility Registration No. (if applicable)</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>EXISTING COMMERCIAL PROPERTY</th>
<th>Process Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Application submitted thru CSS Portal</td>
<td>5-15 working days</td>
</tr>
<tr>
<td>Floor Plan</td>
<td></td>
</tr>
<tr>
<td>Electrical Plan*</td>
<td></td>
</tr>
<tr>
<td>Heating &amp; A/C Plan*</td>
<td></td>
</tr>
<tr>
<td>Engineered Structural Plans</td>
<td></td>
</tr>
<tr>
<td>Plumbing Plans*</td>
<td></td>
</tr>
<tr>
<td>Site Plan</td>
<td></td>
</tr>
<tr>
<td>Asbestos Surveys</td>
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</tr>
<tr>
<td>Energy Code Information</td>
<td></td>
</tr>
<tr>
<td>TCEQ Requirements (if applicable)</td>
<td></td>
</tr>
<tr>
<td>TDLR Accessibility Registration No. (if applicable)</td>
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</tr>
</tbody>
</table>

*Contact Inspection Services for a copy of the Residential Construction Guideline. This guideline will provide you with information on what is required for building permits and offers minimum code requirements to follow for your project.

*New Construction and Renovation Work – Plumbing, Electrical, and Heating and A/C Plans may need to be engineered depending upon size of building and scope of work.
Building Permit Cost

There is no fee for the plan review process. The fee for a building permit is based either upon square footage of the new structure or the value of remodeling. The calculation of this fee is performed by Inspection Services. To ensure there have been no changes to the fee schedules, please contact Inspection Services at 254-750-5612.

Fee Schedules:
- Building Permit Fees
- Electrical Permit Fees
- Plumbing Fees
- Mechanical Permit Fees

Building Application Form and Building Permit Fee Schedules are posted on the City Website (www.waco-texas.com/Departments/Inspection Services).

### Single Family Residential Plan Review Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Review Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg. Permit Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Map No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Living Area sq. ft.</td>
<td></td>
<td></td>
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<tr>
<td>Valuation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Description</td>
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</table>

### Commercial Plan Review Checklist

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<tr>
<th>Item</th>
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<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Review Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Map No.</td>
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<td></td>
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<tr>
<td>Site Plan Approved</td>
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<td></td>
</tr>
<tr>
<td>Site Work Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Drawings</td>
<td></td>
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<tr>
<td>Preliminary Plan Review</td>
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<tr>
<td>TDLR No.</td>
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<td></td>
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<tr>
<td>Code Analysis</td>
<td></td>
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</tr>
<tr>
<td>Asbestos Survey (for renovations)</td>
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</tbody>
</table>

### Building Permit Fee Schedules

<table>
<thead>
<tr>
<th>Description</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Permit Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Permit Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plumbing Fees</td>
<td></td>
<td></td>
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<tr>
<td>Mechanical Permit Fees</td>
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</tbody>
</table>

### Utility Locations Present

<table>
<thead>
<tr>
<th>Item</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Service</td>
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<tr>
<td>Sanitary Sewer</td>
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<tr>
<td>Electrical Service</td>
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<tr>
<td>Gas Service</td>
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<td></td>
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<tr>
<td>Telephone</td>
<td></td>
<td></td>
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<tr>
<td>Tap Fees Paid</td>
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<tr>
<td>Property Platted</td>
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<tr>
<td>Floodplain Applicable</td>
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<td></td>
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<tr>
<td>Wetland Determination</td>
<td></td>
<td></td>
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<tr>
<td>Property Lines Shown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Easements on Plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### The following elements will be researched by city staff

- Existing zoning
- Zone change? □ YES □ NO
- Existing setbacks
  - Front
  - Rear

- Property Lines
- Easements
- Surveyor Bearings & Drawings
- Encroachment Agreement
- Signage
- Structure Locations
- Street Lighting
- Street Median Access
- Historical Landmarks
- Demolition Permit
Who may I contact for more information?

If you have any questions concerning these requirements, please contact the following:

Inspection Services  
P.O. Box 2570  
Waco, Texas  76702-2570  
(254) 750-5612  
(254) 750-5624  (fax)  
e-mail:  Gary Davis (GaryD@wacotx.gov)

Forms/Links  
SOP’s  
Policy Letters  
Residential Construction Guide
ZONING PROCESS

Land Use

The City of Waco has adopted a Comprehensive Plan to guide development of all property within the city. This plan includes the Land Use Plan that takes into account existing land use, development trends, and policies that guide zoning decisions in the form of a map of proposed land use patterns. Each lot is assigned a specific zoning classification to further regulate development. The correlation between land use categories, zoning classifications and specific uses allowed are generally outlined in the charts in this section.

Zoning is essentially a means of ensuring that the land uses of a community are properly situated in relation to one another, and provides space for each type of development. It allows the control of development density in each area so that property can be serviced by municipal facilities such as the street, school, recreation, and utilities systems. This directs new growth and redevelopment into appropriate areas and protects existing property by requiring that development afford light, air, and privacy for persons living and working within the municipality.

It is further defined as the division of a municipality into districts, and the regulation of those districts. Regulations include the height and bulk of buildings and other structures, the area of a lot which may be occupied and the size of required open spaces, the density of population, and the use of buildings and land for trade, industry, residence, or other purposes.

In order to proceed to the Development Plan Review Process, all property must have the proper zoning for the proposed use. The City of Waco’s zoning districts and regulations have been established in accordance with the Comprehensive Plan for the purpose of promoting health, safety, and the general welfare of its citizens.

An applicant may request a change in the Comprehensive Plan, zoning category, or special permit within a zoning category. It is the responsibility of the applicant to provide the necessary information to prove to the City Plan Commission and Waco City Council that the request is in compliance with the intent of the City of Waco Comprehensive Plan and Zoning Ordinance.

What is the current zoning of your property?

The current zoning of your property may be obtained by contacting Planning Services. The legal description (i.e. Subdivision name, lot, and block) of your property is required to accurately obtain this information. Zoning information is also available on the City of Waco web site Planning & Zoning Services - City of Waco, Texas (www.wacotexas.com/planning). The following charts list the Comprehensive Plan Land Use Designations and Zoning Designations.
Comprehensive Plan Land Use Designations

<table>
<thead>
<tr>
<th>Land Use Plan Categories</th>
<th>Zoning Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural Residential</td>
<td>R-E</td>
</tr>
<tr>
<td>Suburban Residential</td>
<td>R-1A</td>
</tr>
<tr>
<td>Urban Residential</td>
<td>R-1B, R-1C, R-2, O-3 subject to certain criteria</td>
</tr>
<tr>
<td>Medium Density</td>
<td></td>
</tr>
<tr>
<td>Residential Office Flex</td>
<td>O-1, O-3, R-2, R-3A, R-3B, R-3C</td>
</tr>
<tr>
<td>Office Industrial Flex</td>
<td>O-1, O-2, O-3, C-1, C-2, M-1</td>
</tr>
<tr>
<td>Mixed Use Flex</td>
<td>R-3C, R-3D, R-3E, O-1, O-2, O-3, C-1, C-2, C-4 on Elm. Ave. only</td>
</tr>
<tr>
<td>Mixed Use Core</td>
<td>R-3D, R-3E, O-2, C-2, C-4</td>
</tr>
<tr>
<td>Industrial</td>
<td>M-2</td>
</tr>
<tr>
<td>Institutional</td>
<td>O-2</td>
</tr>
<tr>
<td>Open Space</td>
<td>R-E</td>
</tr>
</tbody>
</table>

Zoning Classifications

<table>
<thead>
<tr>
<th>Land Use Plan Categories</th>
<th>Zoning Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>R-E, R-1A, R-1B, R-1C Single family residences, churches, schools, public buildings, golf courses, parks, etc.</td>
</tr>
<tr>
<td>Two Family &amp; Attached Single Family Residential</td>
<td>R-2 One &amp; two family (attached) residences, most R-1 uses.</td>
</tr>
<tr>
<td>Multi-Family Residential</td>
<td>R-3A, R-3B, R-3C, R-3D, R-3E Apartments, townhouses, most R-1 and R-2 uses</td>
</tr>
<tr>
<td>Office</td>
<td>O-1 Clinics, studios and offices, plus most R-1 and R-2 uses</td>
</tr>
<tr>
<td>Office/Residential</td>
<td>O-2 High density residential and offices uses including hospitals &amp; colleges; no height limit</td>
</tr>
<tr>
<td>Office/Limited Commercial</td>
<td>O-3 Similar to O-1, adding restaurants &amp; retail sales with hours of operation from 7am to 7pm</td>
</tr>
<tr>
<td>Community Commercial</td>
<td>C-1, C-2 Both allow the same uses, except C-2 does not allow alcohol; plus most high density residential uses</td>
</tr>
<tr>
<td>General Commercial</td>
<td>C-3 Business and retail developments on major traffic arteries; print shops, auto sales &amp; repair, self storage warehouses, etc.</td>
</tr>
</tbody>
</table>

Land Use and Zoning Changes and Special Permits

When an owner wants to change the use of his property to a purpose not permitted in the current classification assigned to the property, he must apply for a change in classification.

Each classification lists special uses allowed only by a special permit. An owner and/or applicant must apply for a special permit for any special use listed.

Where do you start the zoning process?

Applications for changes in the Comprehensive Plan land use, zoning, and special permits are submitted to Planning Services. A pre-application meeting at
Planning Services is suggested. All applications must be submitted through the online CSS Portal.

**How much does the process cost?**

There is a non-refundable filing fee for a zone change, special permit or land use plan changes.

- Land Use Designation Changes: $150.00
- Zone changes: $300.00
- Special Permit: $300.00
- PUD Concept Plan (Zoning): $350.00
- PUD Final Plan: $300.00

**What information is required to start the zoning process?**

- Complete the application process online thru CSS Portal
- Legal description of the property (fieldnotes if the property is not platted or if multiple zoning categories are being requested)
- Existing and proposed zoning categories or special use permit
- Existing and proposed land use designations
- Site plan for the proposed development (if a special permit is requested)

**What are the special overlay zoning districts in the City of Waco?**

The special districts in the City of Waco include the Lake Brazos Corridor District, College and University Neighborhoods District, Neighborhood Conservation District, Airport Overlay District, West End District and the Downtown District (See Article IV in the Waco Zoning Ordinance). A brief description of the intent of these districts follows:

- **Brazos River Corridor District:** The primary purpose of the Lake Brazos Corridor district is to ensure the development of the Lake Brazos Corridor as a center for quality recreation, convention, tourism, housing and office facilities. The regulations are designed to protect the special environmental character of the corridor, to promote continued private development in the area, and to maximize the long-term positive impact of both private and public investment. Additional development standards and design guidelines for the District are intended to preserve the distinctive character and natural beauty of the Lake Brazos Corridor and to maintain its charm and atmosphere.

- **College and University Neighborhoods District:** The college and university neighborhoods district is intended to facilitate development which complements the physical and social characteristics of a higher education institution and the surrounding neighborhoods. Such characteristics include landscaping, architecture, open space, pedestrian access, and transportation patterns. The regulations of the district aim to alleviate traffic and parking congestion, provide incentives for high quality student housing, and protect existing single family homes.

- **Neighborhood Conservation District:** The Neighborhood Conservation District is intended to encourage the continued vitality of older residential areas of the city; to promote the development of a variety of new housing of contemporary standards in existing neighborhoods; and to maintain a desirable residential environment and scale. Additional site development standards applicable to the District are intended to promote infill development of a compatible residential scale and to encourage provision of adequate open space and site amenities.

- **Airport Overlay District:** This district is intended to regulate the development of noise sensitive land uses, promote
compatibility between activities at the Waco Regional Airport and the surrounding land uses, protect the airport from incompatible encroachment and to promote the good, health, safety, and general welfare of property uses surrounding the Waco Regional Airport.

- **West End District:** This district is intended to encourage the stabilization and revitalization of a mixed-use area between downtown and the residential portion of the Austin Avenue neighborhood.

- **Downtown District:** The Downtown District is intended to provide for a mix of land uses that will promote a downtown where people can live, work, and play within its boundaries, create a place that values the architectural history of our community while encouraging the best of contemporary design, to encourage human interaction through creating a safe and attractive pedestrian friendly environment and to promote the good, health, safety and general welfare of property users surrounding the downtown area.

### Does the City of Waco regulate Planned Unit Developments (P.U.D’s)?

The City of Waco does regulate planned unit developments within its corporate limits. The purpose of planned unit development regulations is to encourage flexibility in the use and development of land in order to promote its most appropriate use; to provide a high level of urban amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to development standards coordinated with the provision of necessary public services and facilities.

### How long does the process take to complete?

The process takes approximately 60 days to complete based upon complete and correct information submitted. This time frame may vary depending on when the application is submitted and if there are delays in decisions by the City Plan Commission and/or City Council during the public hearing process. Deadline dates are available on the City of Waco web site Planning Calendar (www.waco-texas.com/planning - Planning Calendar)

### What is the procedure for a zone change, land use plan change or special permit?

An application for a change in zoning, land use designation, or special permit must be submitted to Planning Services at least 30 days prior to the City Plan Commission’s regularly scheduled meeting each month. The City Plan Commission meets on the fourth Tuesday of each month.

The applicant is expected to attend this meeting and present the request to the commission. All owners of property within 200 feet of the request are notified by standard mail service of the public hearing.

Citizens will have the opportunity to speak in favor or opposition to the request at this public hearing. The commission does not make the final decision on a request but makes a recommendation to the Waco City Council after hearing all testimony.
Waco Development Guide

The Waco City Council’s public hearing and first reading of the ordinance on the request occur at their regularly scheduled meeting on the third Tuesday of each month. The final reading of the ordinance will be on the first Waco City Council meeting following this action.

Applicants are also expected to attend and present their requests to the Waco City Council. After hearing all testimony on the request and receiving the recommendation of the City Plan Commission, the Waco City Council will then make a final decision on the request.

Can an applicant withdraw an application during the zoning process?

An application may be withdrawn:

1. at least 5 days prior to the City Plan Commission meeting;
2. at the City Plan Commission meeting (with expressed permission of the Commission); or
3. at the Waco City Council meeting (with expressed permission of the Council).

If an application is withdrawn at either the City Plan Commission meeting or Waco City Council meeting, a new application on any part of the property may not be submitted for six months.

Who may I contact for more information?

Contact the Planning Services to discuss your particular property situation prior to construction, sale, or purchase of property. If you have any questions concerning these regulations, please contact the following:

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, Texas 76702-2570
(254) 750-5650
(254) 750-1605 (fax)
e-mail: planning@wacotx.gov
web site: Planning & Zoning Services - City of Waco, Texas
(www.waco-texas.com/planning)
Hours of operation are Monday-Friday from 8:00 a.m. - 5:00 p.m.
ZONING BOARD OF ADJUSTMENT PROCESS

This process offers some relief for those projects, which could not be pursued under strict interpretation of the zoning ordinance. In order to proceed in the development review process, an unnecessary hardship must be demonstrated, which has not been created by the developer, which deprives the applicant of the reasonable use of the land or building.

The pursuance of the project must be found not to adversely affect an adequate supply of light and air to the adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the surrounding area. If the applicant proves this, then a variance may be granted from the Zoning Board of Adjustment.

The Zoning Board of Adjustment was created to hear these cases and determine if the Zoning Ordinance would unfairly limit the proposed development. If the Board determines that the requested variance is the minimum necessary to overcome the problem, they may grant a variance or exception to the zoning requirement.

The Zoning Board of Adjustment is a five-member board appointed by the City Council to grant relief from literal enforcement of the Zoning Ordinance in certain hardship situations and to hear appeals on the Building Official’s decisions regarding city ordinances.

What types of variances may be requested?

A determination is made by Inspection Services on the variance request. The following is a listing of the types of variances that may be considered:

- Appeals on site plan review requirements
- Requests for remote parking
- Decisions regarding variance requests for non-conforming uses such as listed below:
  - Permit the reconstruction of a building occupied by a non-conforming use.
  - Permit the extension or enlargement of a building occupied by a non-conforming use.

<table>
<thead>
<tr>
<th>Zoning Board of Adjustment Process</th>
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<tbody>
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<td>Board of Adjustment Variance to be requested by the applicant</td>
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<tr>
<td>Meet with applicant to determine variance</td>
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<td>Site plan, fee and application from applicant</td>
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<tr>
<td>Distribute to city staff for review</td>
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<tr>
<td>Receive comments from staff and compile recommendation</td>
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<tr>
<td>Board of Adjustment hearing and action on variance request</td>
</tr>
<tr>
<td>Appeal by the applicant within 10 days of the Board’s decision</td>
</tr>
</tbody>
</table>

Where do you start the Board of Adjustment Process?

The variance process is started with a referral obtained by the applicant from Inspection Services and provided to Planning Services. All applications must be submitted through the online CSS Portal.
What information may be required by the applicant?

- Submit application and filing fee thru online CSS portal
- State the hardship for the requested variance
- Legal description of the property (accurate survey and fieldnotes must be submitted if the property is not platted)
- Site plan for the proposed development
- Existing and proposed location and arrangement of uses on the site
- Existing and proposed site improvements (building plans)
- Existing and proposed topography, grading, landscaping
- Exterior lighting, screening
- Irrigation facilities and erosion control measures
- Utility improvements to a public water or sanitary sewer line

How much does the application cost?

There is a non-refundable filing fee of $225.00 for variance requests.

Who is involved in the process?

<table>
<thead>
<tr>
<th>Planning Services</th>
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<tr>
<td>Fire Services</td>
<td>Inspection Services</td>
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<td>Legal Services</td>
<td>Traffic Services</td>
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</tbody>
</table>

How long does it take to complete the process?

The process takes 30 days to complete. This time frame may vary depending on when the application is submitted for review, and if there are delays in decisions by the Zoning Board of Adjustment during the hearing process. The following is a step-by-step description of the process:

Step 1: Application

When citizens desire to build a structure, they must submit plans to the Department of Inspection Services. At that point the Building Official will review the plans to see if they conform to the City’s Building and Zoning Code standards. If strict enforcement of the ordinance creates a hardship for the applicant, the Building Official refers the applicant to the Department of Planning Services to seek relief through the Zoning Board of Adjustment in one or more of the following categories:

Variance

If the applicant for the building permit cannot conform his plan to the Zoning Code, which regulates land use, yard setbacks, height limits, lot sizes, etc., then he may be able to apply for a variance to the standard. In order to grant a variance from an ordinance requirement, the Board must find that a hardship condition exists which is unique, unnecessary, not only a financial hardship, and was not created by the owner. Hardship conditions inherent to the property may include such conditions as irregular lot shape, steep topography, location of existing creeks and trees, placement of existing buildings, or other unusual circumstances, which make code compliance impractical. For example, if a property owner wants to build a larger house than the platted setbacks on a lot accommodate, the hardship may be considered self-induced and not an appropriate basis for a variance.

Nonconforming Uses

State law guarantees each property owner a reasonable use of his property. This is not however, an unlimited right to develop, but must be consistent with the local government Land Use Plan and Zoning Maps. The Land Use Plan sets the amount and location of residential, office, commercial, and industrial development. Zoning translates this Land Use Plan into specific classifications and delineates which specific uses that can occur in each zone. A nonconforming use is an activity of a business that was begun prior to the enactment or change of a zoning code or district that now prohibits this use. All of these nonconforming uses are destined for
redevelopment someday that will conform to zoning, but in the meantime, the Zoning Board of Adjustment has the authority to make certain special provisions to allow for their useful life to run its optimum course. As a minimum, the Zoning Ordinance provides that a nonconforming use is allowed to continue in use in a limited capacity until its building is damaged or destroyed to an extent greater than 60 percent of its fair market value, or until the use is discontinued for two years for most uses. The use cannot be expanded unless the Zoning Board of Adjustment grants permission. The Board may require the discontinuation and amortization of a nonconforming use. For buildings occupied by nonconforming uses, the Board may permit up to 50 percent expansion of the building, as long as it does not prevent the long-term return of the building to a conforming use and provided that side yard requirements can be met. The Board may also permit a change in use to another nonconforming use, providing the proposed nonconforming use is less intrusive and more compatible to the zoning district.

Appeals

The Zoning Board of Adjustment also hears and decides appeals where there is an alleged error made by the Building Official in any order, requirement, or decision of determination in the administration or enforcement of the ordinance.

Step 2: Public Hearings

Prior to making a decision on an application, the Board must hold a public hearing. The Board normally meets once a month to hold its hearings. Deadline dates are available on the City of Waco web site Planning Calendar (www.waco-texas.com/planning - Planning Calendar)

Notices of the Public Hearing are published in the local newspaper (Waco Tribune-Herald), and all property owners within 200 feet of the property proposed for change are notified by mail.

Step 3: Hearing Procedures

At the Public Hearing, the Board will hear the testimony both for and against an appeal or request for variance. City staff will be present to answer any questions the board may have. After hearing all the testimony and evidence, the Board will close the Public Hearing, discuss the case, and make its decision based on findings of fact.

Step 4: Decisions and Appeals

The concurring votes of four members are necessary for the Board to approve any matter. The Zoning Board of Adjustment decision is final and does not require City Council approval. Anyone dissatisfied with a decision of the Zoning Board of Adjustment may appeal the action to a court of record District Court, County Court, or County Court at Law, as prescribed by State Law.

Who May I Contact For More Information?

If you have questions, contact Planning Services to discuss your particular situation. Planning Services can be reached at:

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, TX 76702-2570
(254) 750-5650
(254) 750-1605 (fax)
email: planning@wacotx.gov
web site: www.waco-texas.com/planning
Hours of operation are Monday-Friday from 8:00 a.m. - 5:00 p.m.
The regulation of land through the Subdivision Platting Process is a method of ensuring sound community growth and safeguarding the interest of the homeowner, developer and the City of Waco. The City of Waco has the authority to regulate subdivision platting within its corporate limits and its Extraterritorial Jurisdiction (ETJ) through an adopted subdivision ordinance.

This section provides information about subdivision regulations in the City of Waco and its’ ETJ. Residents of the City of Waco should be aware of these regulations when purchasing, selling, subdividing property, or constructing a new home or business.

A subdivision is the division of any lot, tract or parcel of land into two or more lots or the consolidation of two or more lots, for the purpose of sale or building development. A subdivision plat is required to be submitted for processing in the Waco city limits if there is an anticipated division of a tract of land into two or more parts and for the purpose of obtaining a building permit.

A subdivision plat is required to be submitted for processing in Waco’s Extraterritorial Jurisdiction if there is an anticipated division of a tract of land into two or more parts or consolidation of two or more lots, that do not meet the minimum standards as stated in Waco’s Subdivision Ordinance and for the purpose of obtaining an on-site sewerage facility permit.

**Definition of a Plat**

A plat is a survey of property that describes the dimensions and location of the property, street right-of-way, and easements. A plat also establishes the lot, block, and subdivision name used in real estate transactions.

A plat is a legal document complete with a drawing of the property boundaries, a written description of those boundaries, a dedication statement from the property owner, a title block, and approval statements and certifications. Plats must be prepared and sealed by a Registered Professional Land Surveyor.

**The Reason for Platting**

The Platting Process ensures that all lots comply with the City of Waco’s standards for development that are intended to protect the public health, safety, and welfare. Plats are reviewed for compliance with regulations regarding minimum lot size, width and depth, street access and width, utility provisions, parks and open space provisions, and drainage and flood plain protection.

**Platting in the Waco City Limits**

The developer or citizen should meet with the representative from Planning Services to determine the current legal description of the property and confirm when the property was originally divided. The Subdivision Process in the Waco City limits will be required if any of the following conditions exist:

- A platted or unplatted tract of land is to be divided into two or more parcels for sale or development;
- Several parcels of land are to be combined into one development site.
WACO DEVELOPMENT GUIDE

✔ Property is to be developed in a manner not in conformance with the existing subdivision plat.
✔ Abandoned property is to be incorporated into a subdivision plat.
✔ A platted building setback is to be created, adjusted, or deleted.

Information Required in Submitting a Plat in the Waco City Limits

The platting process begins with a meeting between the property owner and city staff to discuss the type of plat and items needed for processing the subdivision plat. Plats will be submitted by a Registered Professional Land Surveyor online through CSS Portal and will need to include the following:

✔ Draft of proposed plat
✔ Signature Page
✔ Fee

If approved for recording, the following items will need to be submitted:

✔ One (1) Mylar and five paper copies of the subdivision plat 18 x 24 in size
✔ Proof of ownership (deed) of the property
✔ CD
✔ Tax Certificates
✔ Any additional information required for approval of the plat

Existing Tracts in the Waco City Limits

A property owner may sell or convey a tract of land that is currently not platted in the Waco city limits to a prospective buyer. It is recommended, however, that the seller advise the buyer of the need for platting if the buyer intends to obtain a building permit. Contact Planning Services to discuss your property situation before you sell, purchase, or begin construction on your property.

Persons wishing to subdivide property are encouraged to meet with City Staff prior to informal and official submission of a subdivision plat in order to better understand and comply with the City's requirements for submittal. The owner, prospective buyer, surveyor, and or representative are encouraged to attend this pre-application meeting to discuss a time line and specific requirements for the processing of the subdivision plat.

The submittal of a plat on the monthly deadline date will then initiate the process of review by the various city, county, and utility departments. Deadline dates are available on the City of Waco web site Planning.
The City of Waco Subdivision Ordinance directs a process for action on subdivision plats that includes the City Plan Commission as a recommending body and Waco City Council as the final approval authority. This process includes a 30-day cycle (State of Texas regulation) for both the City Plan Commission and the Waco City Council. Under the current format, a subdivision plat may be approved, disapproved, or disapproved pending compliance with specific conditions and requirements of city staff and utility companies.

**Minor Plats**

A minor plat must:

- Be four or fewer lots
- Involve no extension of municipal facilities
- Front on an existing street, and
- Involve no creation of new streets

Staff approves minor plats administratively. Minor plats are not referred to the City Plan Commission or the Waco City Council. Plats that qualify as minor plats and are approved by staff may be processed within approximately 14-21 days. These plats are normally recorded several days after completion of the process.

**Noticing & Staff Review**

Once plat is submitted, city staff and utility companies will review and comment.

At this point in the process, and only for regular plat (i.e. not minor plats), a notice of advertisement is sent to the Waco Tribune-Herald on or before the 15th day prior to the City Plan Commission and Waco City Council meetings. Planning Services includes both the City Plan Commission and Waco City Council hearing dates in the required advertisement and mailings.

A staff meeting is then held to receive comments and compile a letter to the applicant and surveyor of any outstanding requirements. A letter of requirements will follow the review of the subdivision plat and will be sent to the property owner and the surveyor prior to the City Plan Commission meeting and will be included in the packet submittal for the Waco City Plan Commission meeting for their consideration. The City Plan Commission will conduct a public hearing on the subdivision plat and make a recommendation to the Waco City Council. The Waco City Council, after a Public Hearing, will then make the final determination on the subdivision plat.

**Variance Procedures Available During the Platting Process**

The City of Waco Subdivision Ordinance allows for a variance procedure to property owners. A property owner who submits a subdivision plat for processing, after receiving the listing of requirements for that application from City staff, may request a variance to any of those requirements or to all platting requirements if they do not desire to submit a plat. If you are interested in this process, please contact Planning Services for further details.
Other Requirements for a Public Hearing to Act on Plats

Letters are mailed 12 days prior to the meeting to surrounding property owners within 200 feet of a resubdivision plat (replat) either zoned single-family residential or restricted to residential use by deed.

A resubdivision plat (replat) is any change in the map of an approved or recorded subdivision plat.

Fee for Plat Processing

There is a non-refundable filing fee for subdivision plat processing. This fee covers the cost of review, noticing, advertising, and recording of the subdivision plat in the Official Public Records of McLennan County. Fees are as follows:

- Preliminary Plat: $150.00
- Final, Replat, or Amended Plats: $300.00
- Minor Plats: $250.00
- Plat Vacation: $100.00

Who can I contact for more Information?

This information is being provided to increase your awareness of the subdivision platting regulations applicable in the City of Waco. Contact Planning Services to discuss your particular situation prior to construction or before you sell or purchase your property. If you have any questions concerning these regulations, please contact the following:

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, TX 76702-2570

(254) 750-5650
(254) 750-1605 (fax)
e-mail: planning@wacotx.gov
web site: Subdivision Ordinance
Hours of operation are Monday-Friday from 8:00 a.m. - 5:00 p.m.

Platting in Waco’s Extraterritorial Jurisdiction

This section provides information about subdivision and related on-site sewage facility (OSSF) regulations in the City of Waco’s Extraterritorial Jurisdiction (ETJ). When purchasing, selling, subdividing property, or constructing a new home or business, residents of the City of Waco should be aware of these regulations. A plat is required if there is a division of a tract of land into two parts that do not meet the following minimum standards:

- The tract of land is greater than five acres in size
- Frontage onto a public road is maintained by McLennan County and has a minimum of 300 feet
- Permanent ingress/egress easement with the roadway is constructed according to Waco’s standards
- Existing private road or ingress/egress easement was recorded on or before February 1985
- Does not require the extension of new utilities (water, electricity) or street construction
- The tract of land is to be used solely for the financing of the construction of a building, or the refinancing of an existing building
- Division of property through conveyance, inheritance, the probate of an estate, or by a court of law between persons in the first degree of consanguinity. This exemption would apply only if the tract conveyed also
meets the minimum standards referenced above.

Please contact Planning Services to discuss your property situation before you either sell or purchase property, or begin construction on your new home or business in the ETJ.

<table>
<thead>
<tr>
<th>Subdivision Process in the Waco’ ETJ</th>
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</thead>
<tbody>
<tr>
<td>☐ Subdivision plat submitted online thru CSS Portal Link*</td>
</tr>
<tr>
<td>☐ Submit copy of plat, application and fee*</td>
</tr>
<tr>
<td>☐ Request reviewed by city staff, utility companies and other organizations*</td>
</tr>
<tr>
<td>☒ Notice in newspaper</td>
</tr>
<tr>
<td>☐ Notice mailed to property owners for replats only</td>
</tr>
<tr>
<td>☐ Receive comments from staff and compile letter to the owner and surveyor*</td>
</tr>
<tr>
<td>☐ Plans may be submitted to Engineering for review</td>
</tr>
<tr>
<td>☐ Plans are approved and changes made</td>
</tr>
<tr>
<td>☐ Project bonded or work is completed</td>
</tr>
<tr>
<td>☐ City Plan Commission Work Session</td>
</tr>
<tr>
<td>☐ City Plan Commission Business Meeting</td>
</tr>
<tr>
<td>☐ Waco City Council Business Meeting</td>
</tr>
<tr>
<td>☐ Plat approved when all requirements are met</td>
</tr>
<tr>
<td>☐ Approved plat sent to City Secretary*</td>
</tr>
<tr>
<td>☐ Plat sent to County Clerk for recording*</td>
</tr>
<tr>
<td>☐ Distribute the completed plat to owner and city staff</td>
</tr>
</tbody>
</table>

*Minor plat process

If approved for recording, the following items will need to be submitted:

- One (1) Mylar and five paper copies of the subdivision plat 18 x 24 in size
- Proof of ownership (deed) of the property
- CD
- Tax Certificates
- On-site sewage facility study (OSSF) prepared by a certified engineer (public sewer is not available to the site)
- Any additional information required for approval of the plat

Information Required in Submitting a Plat in Waco’s ETJ

The platting process for Waco’s ETJ begins with a meeting of the property owner and to discuss the type of plat and items needed for processing the subdivision plat. Plats will be submitted by a Registered Professional Land Surveyor online through EnerGov and will need to include the following:

- Draft of proposed plat
- Signature Page
- Fee

The submittal of these items on or before the monthly deadline date will then initiate the process of review by the City, County, and utility departments. The review of the subdivision plat will follow with a letter of requirements that will be sent to the property owner and the surveyor prior to the City Plan Commission and Waco City Council Meetings. The City Plan Commission will conduct a public hearing on the subdivision plat (i.e. other than minor plats) and make a recommendation to the Waco City Council. The Waco City Council, after a Public Hearing, will then make the final determination on the subdivision plat.

Timeline for Platting in Waco’s ETJ

The standard processing time for subdivision plats in the extraterritorial jurisdiction is 45-60 days. This includes public hearings before the City Plan Commission and Waco City Council. The time frame for the recording of the plat after these actions are taken is dependent on the owner of the property and the surveyor to complete any pending requirements.
Authority to Approve On-Site Sewage Facility Permits in Waco’s ETJ

The Waco-McLennan County Health District appointed the City of Waco Utility Services Department as their authorized agent to approve on-site sewage facility (OSSF) permits in Waco’s ETJ. These regulations apply to all the unincorporated areas of Waco’s ETJ.

Requirements for On-Site Sewage Facilities

The McLennan County order regulating lot size states that no new OSSF system will be permitted on a lot less than one-third acre in size that was platted prior to January 1988. No permits will be issued for an OSSF system on a lot that is in violation of the City of Waco Subdivision Ordinance.

Who can I contact for more Information?

This information is being provided to increase your awareness of the subdivision platting and on-site sewage facility (OSSF) regulations applicable in Waco’s extraterritorial jurisdiction. Contact Planning Services to discuss your particular situation prior to construction or before you sell or purchase your property. If you have any questions concerning these regulations, please contact the following:

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, TX  76702-2570
(254) 750-5650
(254) 750-1605 (fax)
e-mail:  planning@wacotx.gov
web site:  Subdivision Ordinance

WACO-MCLENNAN COUNTY PUBLIC HEALTH DISTRICT
ENVIRONMENTAL HEALTH DIVISION
P.O. Box 2570
Waco, TX  76702-2570
(254) 750-5465
(254) 750-5424 (Fax)
OSSF program (254) 299-2405
(254) 750-6619 (Fax)
Email Address:  JeffV@wacotx.gov  (OSSF)
Contact Person:  Jeff Valon
Email Address:  Davidl@wacotx.gov
Contact Person:  David Litke

Platting in McLennan County (Outside Waco’s ETJ)

This section provides information about subdivision regulations and on-site sewage facility (OSSF) regulations in McLennan County outside Waco’s ETJ. When purchasing, selling, subdividing property, or constructing a new home or business, residents of McLennan County should be aware of these regulations. The platting process ensures that all lots comply with McLennan County’s standards for development contained in the Subdivision Ordinance that are intended to protect the public health, safety, and welfare. Plats are reviewed for compliance with regulations regarding minimum lot size, width and depth; street access and width; utility provisions; parks and open space provisions; and drainage and flood plain protection.
Regulation of Platting

McLennan County regulates subdivision platting within its boundary through an adopted Subdivision Ordinance. Additionally, if an individual’s property is within the extraterritorial jurisdiction of an existing city, that city’s subdivision rules apply as well. A plat is required when there is a division of a tract of land and any portion of the tract is to be dedicated for public use or access by the owner. It is further required when a property owner wishes to obtain an on-site sewage facility permit and the property has not been previously platted.

Platting Exemptions

If a tract of land, one-half acre or greater, is subdivided along an existing road and no portion is to be dedicated by the owner for public use or access, an exemption may apply. For additional information concerning this exemption or other exemptions that may apply, contact the County Engineer’s Office, 254-757-5028.

What is the platting process for McLennan County?

The Platting Process begins with the County Engineer meeting with the property owner to discuss the subdivision plat. Items needed for platting include the following:

- Survey with fieldnotes by a Registered Professional Land Surveyor
- Two copies 18 x 24 in size
- Floodplain certifications
- Proof of ownership (deed) of the property
- Certifications for the surveyor, owner, health district, county court
- On-site sewage facility study (OSSF)

- Tax Certificates

The submittal of these items will then initiate the process of review by the County Engineer. The review of the subdivision plat will follow with a letter of requirements that will be sent to the property owner and the surveyor.

Upon completion of these requirements, the subdivision plat will then be placed on the Commissioners Court agenda. The deadline for agenda items occurs each week on Thursday at 12:00 p.m. This deadline will be for the following Tuesday Commissioners Court meeting at 9:00 a.m. where subdivision plats will be considered for action.

Subdivision Process in McLennan County

- Subdivision plat submitted by the applicant to city staff
- Meet with applicant to discuss the format of the plat
- Distributed the request to county staff and utility companies
- Receive comments from staff and compile letter to the applicant
- Meeting with staff to discuss findings
- McLennan County Commissioners Court for action on plats
- Plats sent to County Clerk for recording

How long does the platting process take to complete?

The standard process for review is 14 days by the County Engineer. The time frame after this review is dependent on the owner of the property and surveyor to complete the pending requirements. When the Commissioners Court take the action, it is the responsibility of the property owner to record the subdivision plat at the Official Public Records Office of McLennan County.
Is there a fee to process a plat?

McLennan County, unlike the City, does not charge a fee at this time to process a subdivision plat.

Authority to Approve On-Site Sewage Facility Permits in McLennan County

The McLennan County Commissioners Court considered and the County Judge executed the order adopting the rules for on-site sewage facilities (OSSF) in McLennan County in May 1997. These regulations apply to all the unincorporated areas of McLennan County, including the extraterritorial jurisdiction (ETJ) of incorporated cities within the County.

Platted subdivisions within the ETJ of an incorporated city are excluded from these rules if that city has adopted a subdivision ordinance, which governs a private sewage facility within its jurisdictional control.

The regulations also govern within the incorporated areas of cities and towns that have elected to be members of the Waco-McLennan County Public Health District.

On-Site Sewage Facilities

The minimum lot size for an on-site sewage facility (OSSF), according to the Texas Natural Resource Conservation Commission, is one-half acre with some exceptions. Permits are required for all OSSF systems regardless of lot size or acreage tract.

The McLennan County order regulating lot size states that no new OSSF system will be permitted on a lot less than one-third acre in size that was platted prior to January 1988. No permits will be issued for an OSSF system on a lot that is in violation of the McLennan County subdivision ordinance. Prior to the construction of your home or business, contact the Waco-McLennan County Public Health District for the determination if platting is required for your property.

Who can I contact for more information?

This information is being provided to increase your awareness of the subdivision and on-site sewage facility (OSSF) regulations applicable in the McLennan County. Contact the County Engineer to discuss your particular situation prior to construction or before you sell or purchase your property. If you have any questions concerning these regulations, please contact:

County Engineer
McLennan County
P.O. Box 648
Waco, TX 76703-0648
(254) 757-5028
(254) 757-5033 (fax)
e-mail: luke.lammert@co.mclennan.tx.us
web site: www.co.mclennan.tx.us

Waco-McLennan County Public Health District
Environmental Health Division
P.O. Box 2570
Waco, TX 76702-2570
(254) 750-5465
(254) 750-5424 (Fax)
OSSF program (254) 299-2405
(254) 750-6619 (Fax)
Email Address: JeffV@wacotx.gov (OSSF)
Contact Person: Jeff Valon
Email Address: Davidl@wacotx.gov
Contact Person: David Litke
ABANDONMENT PROCESS

The abandonment process is used when the City of Waco agrees to release ownership rights of certain excess property or unused portions of a street or an alley right-of-way or an easement. Abandoned property reverts to adjoining property owners on an equal basis if that portion of the property had been previously dedicated for that use through the Subdivision Process.

Abandoned property may then be incorporated into a resubdivision for assembly and used for future development. If utilities are present and will not be relocated by the owner, an easement for the abandoned section will be retained.

Where do you start the process?

The process begins by meeting with staff from Planning Services to discuss the applicants’ request. This discussion is centered on the reason for the request, extent of the abandonment, future construction plans, and the desired result achieved by the abandonment. Planning Services is located in the Dr. Mae Jackson Development Center, 401 Franklin Avenue, Waco, Texas 76701, 254-750-5650, 254-750-1605 (Fax), between 8:00-5:00 p.m. Monday- Friday.

All applications must be submitted through the online CSS Portal.

<table>
<thead>
<tr>
<th>What information is required by the applicant?</th>
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<tbody>
<tr>
<td>☐ Complete application process online thru CSS Portal</td>
</tr>
<tr>
<td>(items required listed below)</td>
</tr>
<tr>
<td>1 Petition with signatures of all adjoining property owners within the block.</td>
</tr>
<tr>
<td>2 A survey map and field note description by a Registered Professional Land Surveyor of the property to be abandoned.</td>
</tr>
<tr>
<td>3 Fee</td>
</tr>
<tr>
<td>NOTE: If request is approved, additional exhibits and field-note descriptions by the surveyor will be required to be submitted if the abandonment is granted and quitclaim deeds issued to multiple property owners.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Who is involved in the process?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Services</td>
</tr>
<tr>
<td>Legal Services</td>
</tr>
<tr>
<td>McLennan County Emergency 911</td>
</tr>
<tr>
<td>Utility Services</td>
</tr>
<tr>
<td>Fire Services</td>
</tr>
<tr>
<td>McLennan County Engineering</td>
</tr>
<tr>
<td>ONCOR Electric</td>
</tr>
</tbody>
</table>

Abandonment Process

☐ Abandonment application submitted online thru CSS Portal
Meet with applicant to determine the reason for abandonment
☐ Request reviewed by city staff and utility companies
☐ Receive comments and prepare report
☐ Notices mailed to property owners within one block of the area through standard mail service
☐ City Plan Commission Work Session
☐ City Plan Commission Public Hearing
☐ Waco City Council Public Hearing and 1st Reading
☐ Waco City Council 2nd reading of the ordinance
If approved, Quitclaim Deed(s) prepared
What constitutes the findings of City department and utility company review?

Planning Services will coordinate the process and develop a report to the Plan Commission and Waco City Council. This report will include the conditions for approval or a recommendation of denial of the abandonment request. If any utilities are present in the section of public right-of-way to be abandoned, then an easement will be retained for that entire portion where existing utilities are located. There may also be additional staff requirements, unless otherwise determined, to eliminate traffic hazards or other problems that may arise during this process.

Who may I contact for more information?

Contact the Planning Services to discuss your particular property situation prior to construction, sale, or purchase of property. If you have any questions concerning these regulations, please contact the following:

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, Texas 76702-2570
(254) 750-5650
(254) 750-1605 (fax)
e-mail: planning@wacotx.gov
web site: Planning & Zoning Services - City of Waco, Texas

How long does the Abandonment Review Process take to complete?

The Abandonment Review Process takes approximately 75 days to complete. This time frame may vary depending on the initial application submittal date. The application is processed by staff, and placed on the City Plan Commission agenda for a public hearing. Action is then taken by the City Plan Commission in the form of a recommendation to the Waco City Council. It is then placed on the Waco City Council agenda on the 2nd meeting of the month as a public hearing and two readings of the ordinance are required before the process is completed.

How much does this process cost?

There is a non-refundable application fee of $300.00 for the abandonment.
ENCROACHMENT PROCESS

An encroachment is the placement of a structure or utility across, above, upon, within or underneath a public right-of-way or easements. This encroachment may be allowed through the use of an encroachment agreement between the City of Waco and the property owner.

The encroachment agreement states that if City departments or utility companies damage the structure, sidewalk, or fence, etc. through which the encroachment occurs, then it is the responsibility of the property owner to make all necessary repairs at his or her cost. There will be no cost incurred by the City of Waco or utility companies. This process only requires Waco City Council action to complete.

The process begins by meeting with staff from Planning Services at the Dr. Mae Jackson Development Center, 401 Franklin Avenue, Waco, Texas 76701, 254-750-5650, 254-750-1605 (Fax), between 8:00-5:00 p.m. Monday-Friday.

What information is required by the applicant?

A property owner is required to write a letter addressed to the City of Waco, stating the reasons for an encroachment agreement to be granted. The owner must also submit a survey map and field note description of the area of encroachment, structures, and utilities present.

All requests must be submitted through the online CSS Portal.

Who is involved in the process?

<table>
<thead>
<tr>
<th>Planning Services</th>
<th>Engineering Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Services</td>
<td>Traffic Services</td>
</tr>
<tr>
<td>Utility Services</td>
<td>AT&amp;T</td>
</tr>
<tr>
<td>ATMOS Gas</td>
<td>ONCOR Electric</td>
</tr>
<tr>
<td>Fire Services</td>
<td>Police Services</td>
</tr>
<tr>
<td>Time-Warner Cablevision</td>
<td></td>
</tr>
</tbody>
</table>

What constitutes the findings of City department and utility company review?

Planning Services will coordinate the process and develop a report to the Waco City Council. This report will include the conditions for approval or denial of the encroachment request. If any utilities are present in a section of public right-of-way to be encroached, then a general utility easement will be retained for that entire portion where existing utilities are located. There may also be additional staff requirements to eliminate traffic hazards or other problems that may arise during this process.

Where do you start the process?

The process begins by meeting with staff from Planning Services at the Dr. Mae Jackson Development Center, 401 Franklin Avenue, Waco, Texas 76701, 254-750-5650, 254-750-1605 (Fax), between 8:00-5:00 p.m. Monday-Friday.
How long does the process take to complete?

The Encroachment Agreement process requires Waco City Council action in the form of a resolution and normally takes 30 days from the date submitted to Planning Services for processing. This time frame may vary depending on the initial submittal date. Planning staff reviews each submittal normally within 7-10 days. It is then placed on the Waco City Council agenda for action.

How much does this process cost?

There is a non-refundable application fee of $300.00 for the encroachment agreement review.

Who may I contact for more information?

Contact Planning Services if you have any questions concerning this process:

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, Texas 76702-2570
(254) 750-5650
(254) 750-1605 (fax)
e-mail: planning@wacotx.gov
web site: Planning & Zoning Services - City of Waco, Texas
ANNEXATION PROCESS

Annexation is the process by which cities grow by bringing in additional territory into the city limits. An ordinance, which must be approved by the Waco City Council, is required to make an annexation effective. Annexation of property can be requested by a property owner or can be initiated by the City.

Term of Definitions

The State of Texas grants authority to cities to annex territory. All annexations must be carried out according to State Law. The following terms for annexation apply:

- the maximum amount of territory a City may annex each year is normally 10 percent of its existing area
- the minimum width of an area being annexed is normally 1,000 feet
- certain public notification requirements exist as does a requirement to hold two public hearings, and
- a municipal service plan must be provided for the annexed area

Property that is Eligible for Annexation

Property that lies within the extraterritorial jurisdiction (ETJ) and is contiguous to the existing city limits is eligible for annexation. Waco’s Extraterritorial Jurisdiction covers an area that extends five (5) miles from the city limits. A map of this ETJ area is available on the City of Waco web site or may be obtained from Planning Services.

Consideration of Areas for Annexation

The Waco City Council considers areas to be annexed based upon current development activity and trends, protection of the environment, the City’s ability to extend services, and the need to provide additional land use control.

All requests must be submitted through the online CSS Portal.

<table>
<thead>
<tr>
<th>Voluntary Annexation Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexation request submitted online thru CSS Portal</td>
</tr>
<tr>
<td>City staff to meet with applicant to determine the desired zoning</td>
</tr>
<tr>
<td>Receive survey, fieldnotes, and letter to request the annexation</td>
</tr>
<tr>
<td>Distribute to city staff and utility companies for review</td>
</tr>
<tr>
<td>City Plan Commission Work Session to discuss the annexation request</td>
</tr>
<tr>
<td>Notice of annexation in newspaper by city staff</td>
</tr>
<tr>
<td>Notice to property owners through standard mail service</td>
</tr>
<tr>
<td>City Plan Commission Business Meeting and Public Hearing on annexation</td>
</tr>
<tr>
<td>City Council Business Meeting and Public Hearing 1st Hearing</td>
</tr>
<tr>
<td>Notice in newspaper and standard mail service to property owners</td>
</tr>
<tr>
<td>City Council Business Meeting and Public Hearing 2nd Reading</td>
</tr>
<tr>
<td>Notice of hearing published in newspaper by City Secretary</td>
</tr>
<tr>
<td>City Council Business Meeting and 1st reading of the ordinance</td>
</tr>
<tr>
<td>Notice posted by the City Secretary at City Hall Basement area</td>
</tr>
<tr>
<td>City Council Business Meeting and 2nd reading of the ordinance</td>
</tr>
<tr>
<td>Notice posted by the City Secretary at City Hall Basement area</td>
</tr>
<tr>
<td>City Secretary recording of the annexation ordinance</td>
</tr>
<tr>
<td>Ordinance recorded at the McLennan County Clerks Office</td>
</tr>
</tbody>
</table>

Adoption of an Annexation Plan Required

Recent changes in the State statutes have required municipalities to adopt an annexation plan. This law was effective September 1, 1999. Each city is required to adopt an annexation plan on or before
December 31, 1999 that becomes effective on that date. An area in an annexation plan may only be annexed after the area has been in the plan for three (3) years.

**Annexation Plan Exemptions**

An annexation plan is required to be submitted by the municipality unless the following conditions apply:

- The area contains less than 100 tracts of land on which one or more dwellings are located per tract
- 50 percent or more of the landowners vote for annexation
- Voters or landowners petition for annexation
- The area is or was the subject of an industrial district contract or strategic partnership agreement
- Adjacent cities make agreement to make changes in boundaries that are less than 1,000 feet wide
- Annexation is necessary to protect the area or city from destruction of property, injury to persons, or from a nuisance condition as defined by law.

**Annexation and City Service Plan**

Planning Services is required to prepare a service plan for the provision of City services to the area to be annexed. The level of the service plan shall be comparable to other similar areas of the City. The plan must provide for full services in the annexed area no later than two and one-half years after annexation, unless certain services cannot reasonably be provided within that time and the city proposes a schedule for providing the services no later than four and one-half years after annexation.

The following City services must be provided in the area of annexation within 60 days after the effective date of the annexation:

- Police and fire protection
- Solid waste collection (refuse)
- Maintenance of water, and sanitary sewer facilities
- Publicly owned facilities, and
- Maintenance of roads, streets and drainage
- Maintenance of street lighting
- Parks and recreation services
- Emergency medical services

Capital improvements must be substantially completed within 2 ½ years of annexation. The time may be extended if construction is proceeding with all deliberate speed. Once an area is annexed, the City of Waco will be responsible for providing services in the manner described in the service plan for that area:

- The service plan may not provide for services in the annexed area that would reduce the level of fire, police, and emergency medical services within the city.
- If the annexed areas had a level of service lower or greater than the city, the service plan must provide the area with a level of services comparable to the level of services in other parts of the city, with land uses and population densities similar to those projected in the area.
- If the annexed area had a level of services equal to services in the city, the
service plan must maintain that same level of services.

If the annexed area had a level of services for maintaining the infrastructure of the area greater than the level of services provided within the city, the service plan must provide for maintenance of maintaining the infrastructure of the area at a level equal or superior to the level of services already in the area.

A city is not required to provide solid waste collection to a resident who continues to use private services. For two years the city may not prohibit private solid waste collection in the area or impose a collection fee on a resident who continues to use private services.

**Notification of Annexation Proposals**

State law requires that the notice of public hearings for the proposed annexation be published in the newspaper. When the City of Waco considers an annexation request, the newspaper notice generally includes a map of the area, a fieldnote description, along with the date, time and location of the public hearings. Citizens are also sent a written notice and response card if they own land within the annexation area or within 200 feet of the annexation area.

**Citizen Involvement**

The annexation process is composed of a series of public hearings before the City Plan Commission and Waco City Council. The City Plan Commission receives information and findings from the Department of Planning Services on the proposed annexation at a scheduled public hearing. The City Plan Commission, after considering all testimony, makes a recommendation to the Waco City Council.

The official proceedings for annexation as prescribed by state law then begins with the first of two scheduled public hearings before the Waco City Council. These public hearings are designed to receive public comments on the annexation. These hearings must be conducted no later than 90 days after the inventory of services is available for inspection. Any citizen may comment during the formal public hearings on the annexation.

The city must post notice on the city’s website, if it has one, and publish notice in a newspaper of general circulation, on or after the 20th day but before the 10th day before the date of each hearing. The notice on the website must remain posted until the date of each hearing. The city must give additional notice by certified mail to each public entity, utility service provider, and railroad company in the area.

If 20 adult residents file a written protest within 10 days after publication of notice, one of the hearings must be held in the area. If there is not suitable site in the area, the hearing may be held at the nearest suitable public facility.

The Waco City Council then votes on the annexation at the first of two required readings of an ordinance for annexation. The annexation process ends with the approval of the ordinance on the second reading. The ordinance annexing the area will then be recorded in the Official Public Records of McLennan County.

**Annexed Areas and City Taxes**

Once the annexation ordinance becomes effective, the property is within the City limits and will begin to receive City services, as outlined in the service plan approved as a part of the annexation. The City’s tax rate
is applied by the McLennan County Appraisal District to all property that is in the City limits on January 1st of each year. The City’s portion of the tax applied to the property is due and payable at the same time all other portions of the tax bill are due.

Who Can I Contact For More Information?

Planning Services
401 Franklin Avenue
P.O. Box 2570
Waco, TX 76702-2570
(254) 750-5650
(254) 750-1605 (fax)
e-mail: planning@wacotx.gov

City Attorney’s Office
P.O. Box 2570
Waco, TX 76702-2570
(254) 750-5680
(254) 750-5880 (fax)
The following is a list of City departments that review the processes involved with proposed development. These departments frequently meet with developers in a pre-development conference to discuss what will be required for the proposed development. This listing includes the department name and their responsibilities. This information will assist the developer in contacting city staff to discuss development requirements.

**PLANNING SERVICES**

(254) 750-5650  (254) 750-1605 (Fax)
Mailing Address: P.O. Box 2570
Waco, TX 76702-2570
Physical Address: 401 Franklin Avenue
Waco, TX 76701
Email Address: Planning@wacotx.gov

- Zone change application and processing
- Special permit applications and processing
- Comprehensive Plan land use change
- Board of Adjustment applications and processing
- Pre-development conferences
- Development Plan Review
- Administration and review of subdivision platting (City/ETJ)
- Application for abandonment of public property
- Encroachment agreements
- Annexation Process
- Addressing of Property (City)
- Inventory of city-owned property

**LEGAL SERVICES**

(254) 750-5680  (254) 750-5880 (Fax)
Mailing Address: P.O. Box 2570
Waco, TX 76702-2570
Physical Address: 300 Austin Avenue
Waco, TX 76701
Email Address: kathleenP@wacotx.gov
Contact Person: Kathleen Perdon

- Review of zoning and comprehensive plan changes, and special permits
- Review Board of Adjustment variances
- Review of subdivision applications
- Preparation of encroachment agreements
- Annexation process
- Subdivision bonds and letters of credit
- Review of abandonment requests
- Legal counsel to Planning Services

**PUBLIC WORKS SERVICES**

Engineering Services
(254) 750-5440  (254) 750-5844 (Fax)
Mailing Address: P.O. Box 2570
Waco, TX 76702-2570
Physical Address: 401 Franklin Avenue
Waco, TX 76701
Email Address: ThomasD@wacotx.gov
Contact Person: Thomas Dahl

- Standards and specifications for street, alley, drainage and sidewalk construction
- Site and grading plans
- Availability of adequate public water and sanitary sewer service to property and for fire protection. The size, location, and number of water services and meters.
- Review of plans and specifications for all public facilities.
- Drive approach and curb & gutter requirements
- City utility locations
- Right-of-way verification for street construction
- Service charges & tap fee
- Review of subdivisions, abandonments, annexations, encroachments
- Review of Board of Adjustment & Zoning applications
- Sanitary Sewer availability
WACO DEVELOPMENT GUIDE

Streets, Drainage, and Traffic Division
(254) 750-8690 (254) 750-8694 (Fax)
Mailing Address: P.O. Box 2570
Waco, TX 76702-2570
Email Address: TerriS@wacotx.gov
Contact Person: Terri Swanson

Stormwater Compliance
(254) 750-1660 (254) 750-8006
Email Address: ashley@wacotx.gov
Contact Person: Ashley Nystrom

Solid Waste Division
(254) 299-2612 (254) 299-2609 (Fax)
Mailing Address: 501 Schroeder
Waco, TX 76710
Email Address: robertb@wacotx.gov
Contact Person: Robert Bederka

Traffic Services
(254) 750-6635 (254) 750-6641 (Fax)
Mailing Address: P.O. Box 2570
Waco, TX 76702-2570
Physical Address: 401 Franklin Avenue
Waco, TX 76701
Email Address: RossK@wacotx.gov
Contact Person: Ross King

WACO FIRE MARSHAL’S OFFICE
(254) 750-1740 (254) 750-1769 (Fax)
Mailing Address: 1016 Columbus Avenue
Waco, TX 76701
Email Address: kevin@wacotx.gov
Contact Person: Kevin Vranich

INSPECTION SERVICES
(254) 750-5612 (254) 750-5624 (Fax)
Mailing Address: P.O. Box 2570
Waco, TX 76702-2570
Physical Address: 401 Franklin Avenue
Waco, TX 76701
Email Address: RandyC@wacotx.gov
Contact Person: Randy Childers

WACO DEVELOPMENT GUIDE

Street & alley maintenance
Refuse collection design, size, and general information

Development Plan Review
Enforcement of the building code
Interpretation and enforcement of the zoning ordinance
Building permit issuance prior to construction
Floodplain enforcement
International Plumbing Code 2012 Edition
International Mechanical Code 2012 Edition
International Fire Code 2012 Edition
International Residential Code 2012 Edition
National Electrical (N.E.C) Code 2011 Edition
Texas Accessibility Standards (TAS)
The following is a list of utility companies and other related organizations which review the processes involved with proposed development. Representatives from these companies and organizations frequently meet with city staff and developers concerning these processes. This listing includes the company or organization name, responsibilities, and contact person. This information will assist the developer in contacting these representatives to discuss development requirements.
WACO DEVELOPMENT GUIDE

ATMOS ENERGY (GAS)
Contact Person: Richard “Rick” Sulak
(254) 662-7466     (254) 662-7400 (Fax)
Mailing Address: 1500 W. Loop 340
Waco, TX 76712
Email Address: Richard.Sulak@atmosenergy.com

- Review of subdivisions
- Review of abandonments
- Annexation review
- Encroachments
- Type of service
- Construction timetable
- Type and size of structure
- Easements for the property
- Relocation costs
- Service installation and costs
- Availability of service to the development
- Estimate of cost for service

AT & T
Contact Person: Tracey Clark
(254) 757-7815     (254) 757-7821 (Fax)
Mailing Address: P.O. Box 2590
Waco, TX 76702
Email Address: TC2378@att.com

- Review of subdivisions
- Review of abandonments
- Encroachments
- Annexations
- Availability of service to the development
- Estimate of cost for service
- Relocation costs if necessary for the development

TIME WARNER-CABLEVISION
Contact Person: James Jones
(254) 776-2996, ext. 237    (254) 399-2025 (Fax)
Mailing Address: 215 Factory Drive
Waco, Texas 76710
Email Address: unavailable

- Review of subdivisions
- Review of abandonments
- Encroachments
- Relocation costs

WACO-MCLENNAN COUNTY EMERGENCY ASSISTANCE DISTRICT
Contact Person: Jesse A. Harrison
(254) 776-8911    (254) 776-6658 (Fax)
Mailing Address: 4525 Lake Shore Drive
Waco, TX 76710
Email Address: jharrison@mcead911.org

- Review of subdivisions
- Extend address ranges from city limits
- Verify duplication of street names
- Establishment of service to the development

UNITED STATES POSTAL SERVICE
Contact Person: Timothy M. Knowles
(254) 399-2201    (254) 399-2287 (Fax)
Mailing Address: 430 West State Highway 6
Waco, TX 76702-9998
Email Address: Timothy.M.Knowles@usps.gov

- Review of subdivisions
- Verify address ranges
- Placement of new addresses into database
- Verify change of address

MCLENNAN COUNTY ENGINEER
Contact Person: County Engineer
(254) 757-5028    (254) 757-5033 (Fax)
Mailing Address: 215 North 5th Street
Waco, TX 76703
Email Address: Luke.Lammert@co.mclennan.tx.us

- Review of subdivisions in the City of Waco and ETJ
- Floodplain calculations
- Street construction
- Verification of ownership
- Legal description verification

TEXAS COMMISSION ON ENVIRONMENT QUALITY (TCEQ)
Contact Person: David Van Soest, Regional Director
(254) 751-0335    (254) 772-9241 (Fax)
Mailing Address: 6801 Sanger Avenue, Suite 2500
Waco, TX 76710

- Review of subdivisions when warranted
- Enforcement of On-Site Sewage Facility regulations
WACO DEVELOPMENT GUIDE

- Enforcement of Water Quality regulations
- Enforcement of Air Quality regulations

TEXAS DEPARTMENT OF TRANSPORTATION
Contact Person:  Tanya Hensley
(254) 772-2890     (254) 751-1560 (Fax)
Mailing Address: 7108 Woodway Drive
Waco, TX  76712
Email Address: Tanya.Hensley@txdot.gov

- Review of subdivision plats
- Street design recommendations
- Proposed right-of-way locations
- Metropolitan Planning Organization assistance
- Access Management Techniques
- Development Plan Review
APPLICATION FOR ZONING AND LAND USE PLAN CHANGES

1. Case Z-_________ Applicant Reserve at Lakeshore, LLC

2. Property Address not assigned - property ID=324036 per MCAD

3. Legal Description: (Submit certified field notes, if not subdivided with lot and block description)
   Lot(s) n/a Block n/a Addition n/a


5. Existing Land Use Plan Designation: Mixed Use Flex

6. Proposed Land Use Plan Designation: Mixed Use Flex/Multi-Family Residential

7. Have any of these requests been made before? not known Dates: n/a

8. Zoning Fee: $300.00 Land Use Plan Fee: $150.00 Date paid: 
   (Make check payable to the City of Waco)

9. The next monthly deadline is 5 p.m. on _______________ to be heard at the Plan Commission meeting on 
   _______________ and at the City Council on _______________.

10. I hereby certify that a) the information included in this application is true to the best of my knowledge, and b) I have checked to determine that no deed restrictions apply to this property that conflict with this request.

Applicant's Signature
same as buyer

Date

Name (PRINTED) Brian McGeady, Reserve at Lakeshore LLC

Address & Zip 9100 Centre Point Dr, West Chester, OH

Telephone

E-mail address

Present Owner's Signature

Date 2/26/2019

Name (PRINTED) Kirit Daftary

Address & Zip 415 S 21st St 76706

Telephone 254-379-2100

E-mail address kcdalitary@gmail.com

Buyer's Signature, if under contract

Date 2-27-19

Name (PRINTED) Brian McGeady, Reserve at Lakeshore LLC

Address & Zip 9100 Centre Point Dr, West Chester, OH

Telephone 513-256-3810

E-mail address brian.mcgeady@mvush.com

11. List names of all partners, board members, and officers of companies involved in this case, in order for the Plan Commission to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case until the following month.

12. IT IS IMPERATIVE THAT SOMEONE REPRESENT THE APPLICANT AT EACH PUBLIC HEARING TO ANSWER ANY QUESTIONS WHICH THE COMMISSION, COUNCIL OR PUBLIC MAY HAVE. The city has adopted a Comprehensive Plan which is used as a guide in considering requests for changes in zoning. Any request should be in general conformance with that plan or the applicant should be prepared to present evidence to the Commission that the plan should be changed. The Plan Commission holds a public hearing on each request to determine the effect of the proposed uses upon the neighborhood, traffic, utilities, public health and safety and general welfare. After receiving the report and recommendation of the Plan Commission, the City Council also holds a public hearing on the application. Such hearings and their notices are given in accordance with State statutes and City ordinance regulating the rezoning of property.

13. Mail this application to: City of Waco, Planning Services, P.O. Box 2570, Waco, TX 76702-2570 Or deliver to Planning Services located at 401 Franklin Avenue. If you need information, please call (254) 750-5650.
PEBBLE CREEK DEVELOPMENT COMPANY
INST. NO. 2003027485
D.R.M.C.T.

8.701 ACRES
(379,030 SQ. FT.)

PART OF TRACT 1
RAJESH, LTD.
INST. NO. 2003044854
D.R.M.C.T.

HEB GROCERY CO., LP
INST. NO. 2006013201
D.R.M.C.T.

P.O.C. LAKE SHORE DRIVE
(135-FOOT RIGHT-OF-WAY)

LOT 1, BLOCK 1
STERLING HOUSE ADDITION
VOL. 127, PG. 817
P.R.M.C.T.

LOT 3, BLOCK 1
HILLSIDE ADDITION
PART THREE
CAB. C, SLIDE 376
P.R.M.C.T.

NOTES:
Bearing system for this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, Central Zone 4203, based on observations made on February 5, 2019 with an applied combined scale factor of 1.00012.

A metes and bounds description of even survey date herewith accompanies this plat.

ZONING EXHIBIT
8.701 ACRES (379,030 SQ. FT.)
JOHN TUCKER SURVEY, ABSTRACT NUMBER 41
CITY OF WACO, MCLENNAN COUNTY, TEXAS

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10193953
Copyright 2019

JOB No. 6585-00 | JAL/GMP | SHEET 1 OF 2
DESCRIPTION, of a 8.701-acre tract of land situated in the John Tucker Survey, Abstract Number 41, City of Waco, McLennan County, Texas; said tract being part of a 15,000-acre tract of land described as Tract 1 in Special Warranty Deed to Rajesh, Ltd. as recorded in Instrument Number 20030044854 of the Deed Records of McLennan County, Texas; said tract being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch capped iron rod found stamped "DOUCET & ASSOC" in the north right-of-way line of Lake Shore Drive (a 135-foot right-of-way) as recorded in Volume 1027, Page 499 of said Deed Records; said point being the southeast corner of a 25,000-acre tract of land described in Special Warranty Deed to HEB Grocery Company, LP as recorded in Instrument Number 20060013201 of said Deed Records and the southwest corner of Lot 1, Block 1, Lydo Addition, an addition to the City of Waco, McLennan County, Texas according to the Plat recorded in Instrument Number 2002005351 of the Plat Records of McLennan County, Texas;

THENCE, North 77 degrees 25 minutes 33 seconds East, along the said north line of Lake Shore Drive and the south line of said Lot 1, a distance of 245.66 feet to the southeast corner of said Lot 1; from said point a 1/2-inch capped iron rod found stamped "VANOY RPLS 1988" bears North 40 degrees 21 minutes West, a distance of 0.8 feet;

THENCE, North 43 degrees 05 minutes 47 seconds West, departing the said north line of Lake Shore Drive and along the east line of said Lot 1, a distance of 335.60 feet to the POINT OF BEGINNING;

THENCE, North 43 degrees 05 minutes 47 seconds West, continuing along the said east line of Lot 1, a distance of 450.31 feet to a 1/2-inch capped iron rod found stamped "DOUCET & ASSOC" in the north line of said Tract 1 and in a south line of said HEB tract; said point being the northeast corner of said Lot 1;

THENCE, North 77 degrees 25 minutes 33 seconds East, along the said north line of Tract 1 and the south line of said HEB tract, at a distance of 65.55 feet passing a capped iron rod found stamped "DOUCET & ASSOC" for a southeast corner of said HEB tract, continuing for a total distance of 934.94 feet to a point in the west line of a 15,000-acre tract of land described as Tract 5 in a Conveyance of Beneficial Interest in Real Estate and recorded in Volume 1747, Page 670 of said Deed Records; said point being the northeast corner of said Tract 1; from said point a 1/2-inch iron rod found bears North 12 degrees 34 minutes 27 seconds West, a distance of 158.13 feet for the northwest corner of said Tract 5;

THENCE, South 12 degrees 34 minutes 27 seconds East, along the east line of said Tract 1 and the west line of said Tract 5, a distance of 677.01 feet to a 1/2-inch capped iron rod found stamped "CP&Y" in the said north line of Lake Shore Drive; said point being the southeast corner of said Tract 1 and the southwest corner of said Tract 5;

THENCE, South 77 degrees 25 minutes 33 seconds West, along the said north line of Lake Shore Drive and the south line of said Tract 1, a distance of 210.00 feet to a point for corner;

THENCE, North 12 degrees 34 minutes 27 seconds West, departing the said north line of Lake Shore Drive and across said Tract 1, a distance of 289.10 feet to a point for corner;

THENCE, South 77 degrees 25 minutes 33 seconds West, continuing across said Tract 1, a distance of 496.24 feet to the POINT OF BEGINNING;

CONTAINING: 8.701 acres or 379,030 square feet of land, more or less.

Bearing system for this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, Central Zone 4203, based on observations made on February 5, 2019 with an applied combined scale factor of 1.00012.)

A survey plat of even survey date herewith accompanies this description.

Gregory Mark Pease
Registered Professional
Land Surveyor No. 6608

ZONING EXHIBIT
8.701 ACRES (379,030 SQ. FT.)
JOHN TUCKER SURVEY, ABSTRACT NUMBER 41
CITY OF WACO, McLENNAN COUNTY, TEXAS
JOB No. 6585-00 | JAL/GMP | SHEET 2 OF 2
February 13, 2019

Mr. Clint Peters  
Director of Planning Services  
City of Waco  
401 Franklin Avenue  
Waco, TX  76701

RE: Hold Harmless Release

Dear Mr. Peters:

Reserve at Lake Shore LLC agrees to hold the City of Waco and all other parties harmless if the requested zoning for the property known as Reserve at Lake Shore located Northeast Corner of 19th Street and Lake Shore Drive is denied.

Please contact me at (513) 964-1141 if you have any further questions or need additional information. Thank you.

Sincerely,

[Signature]

Brian McGeady  
Reserve at Lake Shore LLC
February 27, 2019

Brian McGeady
Reserve at Lakeshore LLC
9100 Centre Point Drive, Suite 210
West Chester, OH  45069

RE: Zoning Request and Hold Harmless Release

Dear Mr. McGeady:

The City of Waco has received your application for a zoning change for the development known as Reserve at Lakeshore located at the Northeast Corner of 19th Street and Lake Shore Drive. The City has also received the release agreeing to hold the City of Waco harmless in the event the zoning is not granted.

Please contact me if you have any further questions.

Sincerely,

Mr. Clint Peters
Director of Planning Services
City of Waco
401 Franklin Avenue
Waco, TX  76701
February 27, 2019

Mr. Clint Peters  
Director of Planning Services  
City of Waco  
401 Franklin Avenue  
Waco, TX  76701

RE: Hold Harmless Release

Dear Mr. Peters:

Reserve at Lakeshore LLC agrees to hold the City of Waco and all other parties harmless if the requested zoning for the property known as Reserve at Lakeshore located Northeast Corner of 19th Street and Lake Shore Drive is denied.

Please contact me at (513) 964-1141 if you have any further questions or need additional information. Thank you.

Sincerely,

Brian McGeady  
Reserve at Lakeshore LLC
SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF McLennan

KNOW ALL MEN BY THESE PRESENTS:

THAT, CLARK E. LYDA, TRUSTEE (hereinafter "Grantor"), for the consideration of Ten and No/100 Dollars ($10.00) cash in hand paid by RAJESH, LTD., a Texas limited partnership (hereinafter "Grantee"), whose address is 415 S. 21st Street, Waco, Texas 76706-2762, and other good and valuable consideration as hereinafter stated, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the following described real property in McLennan County, Texas:

Tract 1: Being a 15.00 acre tract of land lying situate and being in the John Tucker Survey in McLennan County, Texas, and being out of and a part of that certain 297.7 acre tract of land conveyed to P & R Investments, by deed recorded in Volume 1452, Page 859 of the Deed Records of said county. Said 15.00 acre tract being in that certain 284.951 acre tract surveyed by Charles A. Roden, RPLS #2280, which is dated February 12, 1985 and is more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes; and

Tract 2: Being Lot 1 in Block 1 of the Final Plat of Lyda Addition, to the City of Waco, McLennan County, Texas (being a resubdivision of part of a called Tract 3 described in a deed to PMC Lyda Investments recorded in Volume 1747, Page 670 of the Deed Records of McLennan County, Texas), said subdivision being recorded under Clerk’s File No. 2002005351 of the Official Public Records of McLennan County, Texas.

(Tract 1 and Tract 2 are hereinafter collectively referred to as the "Property")

This conveyance is being made by Grantor and accepted by Grantee subject to all restrictions, covenants, easements and mineral and royalty reservations, if any, which are of record and applicable to the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to taxes for the year 2003, the payment of which Grantee assumes.

It is agreed by and between Grantor and the Grantee herein that improvements constructed on the Property shall be subject to review and approval by the Architectural Control Committee composed of Clark Lyda or his designated representative or replacement, which approval will not be unreasonably withheld. It is the common and agreed interest of Grantor and Grantee that any improvements on the Property be designed and constructed in a good and
BEGINNING at an iron rod found in the north R-O-W line of Lake Shore Drive and the south line of said Roden's Survey North 77 degrees 23 minutes 00 seconds East - 550.83 feet from the most easterly SW corner of said Roden's survey, said iron rod being the SW corner of this description; THENCE North 40 degrees 58 minutes 45 seconds West - 769.37 feet to a point for the NW corner of this description; THENCE North 77 degrees 23 minutes 00 seconds East - 1147.87 feet to a point for the NE corner of this description; THENCE South 12 degrees 37 minutes 00 seconds East - 677.01 feet to an iron rod found in said north line of Lake Shore Drive for the SE corner of this description; THENCE South 77 degrees 23 minutes 00 seconds West - 782.38 feet along said north line of Lake Shore Drive to the POINT OF BEGINNING, CONTAINING 15.00 acres of land, more or less, SAVE AND EXCEPT a 3.558 acre tract being in the City of Waco, McLennan County, Texas, and being part of that called Tract 3 of 15.000 acres described in a deed to PMC Lyda Investment recorded in Volume 1747, Page 670 of the Deed Records of McLennan County, Texas, and being further described as follows: BEGINNING at a 1/2 inch steel rod set in the North line of Lake Shore Drive (135') at the Southwest corner of said Tract 3; THENCE North 40 degrees 58 minutes 47 seconds West with the West line of said Tract 3, 769.37 feet to a 1/2 inch steel rod set at the Northwest corner of said Tract 3; THENCE North 77 degrees 22 minutes 58 seconds East with the North line of said Tract 3, 212.69 feet to a 1/2 inch steel rod set for corner; THENCE South 43 degrees 04 minutes 03 seconds East, 785.34 feet to a 1/2 inch steel rod set in the South line of said Tract 3 and the North line of said Lake Shore Drive; THENCE South 77 degrees 23 minutes 00 seconds West (Bearing Basis) with the South line of said Tract 3 and the North line of Lake Shore Drive, 245.20 feet to the POINT OF BEGINNING, CONTAINING 3.558 acres of land.
workmanlike manner, that the improvements be of a visual and construction quality equal to or better than other shopping centers and/or improvements in the area (within 500 yards), and that the improvements not impair the value of Grantor's adjacent property.

All requests for review and approval must be sent to the Architectural Control Committee at P.O. Box 1757, Georgetown, Texas 78627, or a replacement address designated in writing by the Architectural Control Committee, by certified mail, return receipt requested. If the Committee does not respond within thirty (30) days of delivery of such notice, the request will be deemed to be approved as submitted.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the exceptions set forth on the attached Exhibit "B". Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED to be effective as of the 15 day of October, 2003

GRANTOR:

[Signature]

CLARK E. LYDA, TRUSTEE

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on 15th, 2003, by Clark E. Lyda, Trustee.

[Signature]

KANDY NICHOLS
MY COMMISSION EXPIRES
April 8, 2006

Notary Public, State of Texas
ACKNOWLEDGED AND ACCEPTED BY GRANTEE:

RAJESH, LTD., a Texas limited partnership

By: NIKHIL, LLC, a Texas limited liability company
   Its: General Partner

By: [Signature]
   Name: [Name]
   Title: [Title]

THE STATE OF TEXAS $ 
COUNTY OF McLennan $ 

This instrument was acknowledged before me on October 15, 2003, by [Signature] of NIKHIL, LLC, a Texas limited liability company, General Partner of Rajesh, Ltd., a Texas limited partnership, on behalf of said limited partnership.

PHYLIS G. ALEXANDER 
Notary Public 
STATE OF TEXAS 
My Commission Expires 08/18/2007

FILED AND RECORDERD 
OFFICIAL PUBLIC RECORDS 

G.R. "Andy" Narwell 
2003 OCT 28 10:10 AM 2003044854 
J.A. "ANDY" HARNELL, COUNTY CLERK 
MCLENNAN COUNTY, TEXAS

Returanto: FirstAmerican
The Limited Partnership Agreement
of
Rajesh, LTD.
A Texas Limited Partnership

Employer Identification Number 74-2800555
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Securities Law Disclosure

The units or percentages of ownership of RAJESH, LTD. have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities law of any state. The units or percentages of ownership are offered and sold in reliance on exemptions from the registration requirement of the Securities Act and such laws, and particularly regulations enacted by the Securities and Exchange Commission effective April 15, 1982 pertaining to certain offers and sales of securities without registration under the Securities Act of 1933.

The Partnership will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will not file reports, proxy statements and other information with the Securities and Exchange Commission, or any state securities commission.

The limited partnership interests of RAJESH, LTD. have not, nor will be, registered or qualified under federal or state securities laws. The limited partnership interests of RAJESH, LTD. may not be offered for sale, sold, pledged, or otherwise transferred unless so registered or qualified, or unless an exemption from registration or qualification exists. The availability of any exemption from registration or qualification must be established by an opinion of counsel for the owner thereof, which opinion of counsel must be reasonably satisfactory to RAJESH, LTD.

No Partner may register any interest in this partnership under any federal or state securities law without the express written consent of all Partners.

The Partners understand that some of the restrictions inherent in this form of business, and specifically set forth in this Agreement, may have an adverse impact on the fair market value of the Partnership Interests should a Partner attempt to sell or borrow against such Partner’s interest in the Partnership.
Section 1.01 The Limited Partnership
This Restatement of the Limited Partnership Agreement to be effective on 

11/9/2012

("effective date"). restates the entire Limited Partnership Agreement (including any amendments thereto) that was originally signed on or about September 25, 1993, under the laws of the State of Texas. The Persons who currently are Partners and/or who are currently admitted to be Partners are identified in Exhibit "A" attached to this Agreement.

This Partnership shall be a term of years Partnership pursuant to the Texas Business Organization Code ("TBOC") as it may be amended from time to time, or any successor law. The Partnership shall begin on the date the Certificate of Limited Partnership or the Certificate of Formation (both referred to herein as "Certificate of Formation"), as the case may be, was filed with the Secretary of State of Texas and shall terminate on December 21, 2099, unless terminated or extended as provided for elsewhere in this Agreement ("herein").

This Agreement sets forth the rights, duties, obligations, and responsibilities of the Partners with respect to the partnership.

In consideration of the mutual promises, obligations and agreements set forth in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

Section 1.02 The Name of the Partnership

The name of the Partnership is RAJESH, LTD. The General partner may change the name of the Partnership or operate the Partnership under different names.

Section 1.03 Purpose and Scope of the Partnership

The purpose for which this partnership is organized are:

b. To provided centralized management of business and investment activities;

b. For the transaction of any and all lawful business permitted under the laws of the State of Texas and in any other jurisdiction in which it may have a business or investment interest;
c. To enter into any lawful arrangements for sharing profits and/or losses in any transaction or transactions, and to promote and organize other entities;

d. To acquire, invest, buy, sell, lease, finance, manage, operate, exchange, re-finance, or deal in any property (personal, intangible, real, or mixed) and/or to provide or render services;

e. To have and exercise all rights and powers that are now or may hereafter be granted to a limited partnership by law;

f. To engage in any other activities that are related or incidental to the foregoing purposes.

The objects, purposes, and powers specified in this section shall not be limited or restricted by reference to or inference from the term of or any other clause or paragraph in or to this Agreement. The objects, purposes, and powers specified in each of the clauses or paragraphs above shall be regarded as independent and cumulative objects, purposes or powers. The Partnership may engage in any other activities that are related or incidental to the foregoing purposes.

Section 1.04 Purpose of Partnership Restrictions

This Partnership is formed by those who know and trust one another, and who in forming this Limited Partnership will have surrendered certain management rights. One or more of the Partners may also have assumed management responsibility and risk based upon their relationship and trust.

Capital is material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partner’s interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure.

There are, therefore, certain restrictions, as expressed in this Agreement, that attach to and affect both ownership of Partnership interests and the transfer of those interests. Those restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and to protect the Partnership’s capital and its financial ability to continue to operate.

Section 1.05 Principal Office of the Partnership and Location of Records

The current street address of the principal office in the United States where the records of the Partnership are to be maintained is:

3322 Woodlake Drive
Waco, TX 76710-1263

or such other place or places as the General Partner determines. The records maintained by the Partnership are to include all records that the Partnership is required by law to maintain. The
Partnership shall likewise maintain a records office in any jurisdiction which requires a records office and the Partnership shall maintain at each such records office all records that the jurisdiction of its location shall require.

Section 1.06 Registered Agent and Registered Office

The name of the current Registered Agent of the Partnership is Kirit C. Daftary and the current registered office of the Partnership is:

3322 Woodlake Drive
Waco, TX 76710-1263

Section 1.07 The Term of the Partnership

This Partnership shall be a term of years Partnership. The Partnership shall begin on the date the Certificate of Formation was filed with the Secretary of State of Texas and shall terminate on December 31, 2099, unless terminated or extended as provided for elsewhere in this Agreement.

Section 1.08 The Tax Matters Partner

The General Partner shall serve as the Tax Matters Partner pursuant to the Code. If there is more than one General Partner, the General Partners shall, by agreement, designate one of the General Partners to serve as the Tax Matters Partner.

(a) Legal and Accounting Costs for Tax Matters

The Partnership shall bear the legal and accounting costs associated with any contested or uncontested proceeding by the Internal Revenue Service with respect to the Partnership’s tax returns.

(b) Discretion as to Tax Matters

The Tax Matters Partner shall notify all of the Partners upon receipt of any notice regarding any examination by any state, federal or local authority with respect to the Partnership’s tax compliance. Subject to its fiduciary duty to the Partners, the Tax Matters Partner shall have the right in its reasonable good faith judgment to decide whether and in what manner to contest any such proceeding including appeals or judicial proceedings, and whether and on what terms to settle any such dispute with the Internal Revenue Service.

(c) Tax Classification as a Partnership

The Tax Matters Partner shall classify the partnership as a partnership for tax purposes under the Code and Regulations, in particular IRC Section 7701 et. seq., and the “Check the Box” regulations effective January 1, 1997, as amended from time to time.
Section 1.09    Venue

Venue for any dispute arising under this Limited Partnership Agreement or any disputes among any Partners or the Partnership shall be in the county of the Registered Office of the Partnership.
Article Two
Definitions

Section 2.01 Defined Terms

For purposes of this Agreement, the following words and phrases shall be defined as follows:

(a) Act

*Act* means the Texas Business Organizations Code ("TBOC"), as it may be amended from time to time, or any successor law.

(b) Additional Partner

*Additional Partner* means a Partner admitted to the Partnership after the execution of this Agreement who is not a Substitute Partner.

(c) Additional Capital Contribution

See *Capital Contribution*. It is the Capital Contributions made after the first or initial Capital Contribution made by a partner.

(d) Affiliated Person

*Affiliated Person* (also "Affiliate") means a Partner, a member of a Partner’s Immediate Family, a legal representative, successor, or trust for the benefit of a Partner and members of the Immediate Families of such Persons, and any corporation or other entity of which a majority of the voting interest is owned by any one or more of these Persons.

(e) Agreement

*Agreement* means this Limited Partnership Agreement as it may be amended from time to time.

(f) Assignee

*Assignee* means the recipient of a Partnership Interest pursuant to an *Assignment* who pursuant to the terms of this Agreement has not been admitted as a Substitute Limited Partner or Substitute General Partner.

(g) Assignment

*Assignment* means any method whatsoever, whether direct or indirect or whether voluntary or involuntary, by which the legal or beneficial ownership of any
interest in the Partnership is transferred or changed, including (1) sales, exchanges, gifts, donations and any other forms of conveyance, assignment or transfer; (2) changes in the beneficial interests of any trust or estate which holds any interest in the Partnership and distributions of an interest in the Partnership from any such trust or estate; (3) changes in the ownership of any Partner or Assignee which is a corporation, partnership, limited partnership, limited liability company or other legal entity, including the dissolution of such entity; (4) changes in legal or beneficial ownership or other forms of transfer resulting from the death or divorce of any Partner or Assignee or the death of the spouse of any Partner or Assignee; and (5) any transfer or charge pursuant to a charging order issued by any court. Notwithstanding the foregoing, the term “Assignment” shall not include mortgages, pledges, or other similar voluntary encumbrances of, or grants of security interests in, any legal or beneficial interest in any interest in the Partnership, provided that “Assignment” shall include any levy, foreclosure or similar seizure associated with the exercise by a creditor of such creditor’s rights in connection with a mortgage, pledge, encumbrance or security interest.

(h) Bankrupt

Bankrupt as used in this Agreement shall mean the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors or other action taken voluntarily or involuntarily, by a Partner under any Federal or State law for the benefit of an insolvent party, except the filing of a petition of involuntary bankruptcy against a Partner unless the petition is not dismissed within forty-five (45) days following such filing, or the issuance of a charging order against the interest of a Partner without the removal thereof within ten (10) days from the service of such order.

(i) Capital Account

Capital Account shall mean the account established and maintained for each Partner as provided in Article Four.

(j) Capital Contribution

Capital Contribution includes the initial and each Additional Capital Contribution and means the total cash and other consideration contributed by each Partner. Any reference in this Agreement to the Capital Contribution of a current Limited Partner shall include any Capital Contribution previously made by any prior Partner with respect to that Limited Partner’s interest. The value of a Partner’s Capital Contribution shall be the amount of cash plus the fair market value of other property contributed to the Partnership by that partner.

(k) Certificate of Formation

Certificate of Formation means the Certificate of Formation or Certificate of Limited Partnership, as the case may be, filed with the Secretary of State of Texas.
as required by the Act as amended from time to time, or such other similar instrument as may be required to be filed by the laws of any other state in which the Partnership intends to conduct business.

(l) Charity

Charity as used in this Agreement shall include an organization of a type described in each of Sections 170(c), 2055(a), and 2522(a) of the Code and Regulations thereunder.

(m) Charitable Trusts

Charitable Trust as used in this Agreement shall include but not be limited to ("include") any charitable remainder trust created under Section 664 of the Code and any charitable income trust created under Treasury Regulations (Treas. Reg.) Section 1.170A-6(c); Treas. Reg. Section 25.2522(c); Treas. Reg. Section 20.2055-2(e).

(n) Code

Code means the Internal Revenue Code of 1986, as amended.

(o) Disability or Incapacity

Disability or incapacity of an individual who is either a Partner or any other Person (hereafter "Partner" for this Section 2.01(o)) means that any one of the following has occurred:

i. the Partner has been declared or adjudicated by a court of competent jurisdiction to be incompetent, which means he or she is unable to effectively manage his or her property or financial affairs ("incapacity" or "incapacitated");

ii. the Partner’s incapacity has been certified in writing

1. by at least one licensed physician ("Dr") after examination of the Partner or,

2. if a Dr can not be located (in a reasonable time and with a reasonable effort) who will agree to examine the Partner and opine on his or her capacity, by a majority of the members of a panel comprised of two individuals whom the general partners select for this purpose and two individuals whom the Partner (whose competency is in issue) has designated in advance in a writing signed by such Partner and delivered to the general partners before the competency issue arises (the "Panel"); such
certification of incapacity (by the Panel) shall be memorialized in a writing that states the names of all participating Panel members and is signed by the general partners;

all partners agree to sign Health Insurance Portability and Accountability Act ("HIPAA") authorizations to allow health care providers to supply information to the Panel and/or to a Dr selected by the Panel or by the general partner and the failure to provide that authorization may be sufficient grounds, in the discretion of the Panel, to certify that partner as disabled for purposes of this Agreement;

iii. the Partner has disappeared or is absent for unexplained reasons where the Partner is unable to manage his or her property or financial affairs effectively, or

iv. the Partner is being detained under duress or under law where the Partner is unable to manage his or her property or financial affairs effectively.

An individual’s disappearance or absence or detention may be established by an affidavit of a partner. The affidavit shall describe the circumstances of the individual’s disappearance, absence or detention and may be relied upon by any Person acting in good faith.

If a Partner is determined to be disabled, and thereafter regains competence, the Partner regaining competence may again exercise the full rights of a Partner. Upon regaining competence, the Partner shall have all the rights, power, and authority originally granted to the Partner by this Agreement. A Partner shall be determined to be competent if he or she: (a) is no longer incapacitated pursuant to ("per") 2.01(o)(i); (b) receives written certification of competency from the Person(s) named in 2.01(o)(ii) or has been declared or adjudicated by a court of competent jurisdiction to be competent; or, (c) is no longer absent or detained per 2.01(o)(iii) and (iv) and the Partner’s reappearance or the Partner’s no longer being absent or detained is established in an affidavit of a partner.

(p) Distributable Cash

Distributable Cash for each fiscal year is only that cash held by the Partnership during that Fiscal Year which exceeds the reasonable reserves of cash needed by the Partnership. That amount of reserves shall be determined by the General Partner subject to and in accordance with the duties imposed by Section 7.02(c) herein based on the working capital and other cash requirements of the Partnership. The working capital and other cash requirements include (i) current and reasonably projected liabilities, obligations, and expenses, (ii) current and
reasonably projected investment opportunities, and (iii) reasonably anticipated contingencies. In addition to any other working capital and other cash requirements that the General Partner determines (as described above) is necessary for the Partnership, any of the Partnership Assets which are contributed to the Partnership by the Partners, an amount of Partnership Assets equal in value to the amount of all borrowed funds, and any cash generated upon the sale of any of the Partnership Assets, and including the cash attributable to or equal in amount to the appreciation in value of existing Partnership Assets, shall be considered as necessary for investment purposes.

(q) General Partner

*General Partner* means any Partner designated in this Agreement as a General Partner, or any Person who becomes a General Partner as provided in this Agreement, in each such Person’s capacity as a general Partner of the Partnership.

Reference to “General Partner,” used in the singular, will also include the plural, and vice versa.

For purposes of this Agreement, the pronoun “it” may be used when referring to a General Partner, regardless of whether the General Partner is an individual or other Person.

(r) Immediate Family

*Immediate Family* means each close relative of a Partner or the “eligible spouse” of a Partner or of a “close relative.” A close relative of a Partner is a parent, descendant (which includes a descendant by adoption), or brother or sister (“sibling”) of a Partner. An eligible spouse (of a Partner or of a close relative) is any husband or wife of a Partner or of a Partner’s close relative who is not ineligible. An ineligible spouse is any spouse (excluding a parent of a Partner) who is either (1) separated or divorced from a Partner or from a close relative of a Partner or (2) an adverse party to that Partner or close relative in a suit seeking a divorce, damages, separation, or support.

(s) Internal Revenue Code and Treasury Regulations

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any.

References to the *Treasury Regulations* are to the Treasury Regulations under the Internal Revenue Code in effect from time to time.

If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is deemed to be made to the renumbered provision or to the
corresponding provision of the subsequent law, unless to do so would clearly be contrary to the intent of the parties as expressed in this Agreement. The same rule shall apply to the references to the Treasury Regulations.

(t) Limited Partner

Limited Partner means any Person designated in this Agreement as a Limited Partner, or any Person who becomes a Limited Partner as provided in this Agreement, in each such Person’s capacity as a Limited Partner of the Partnership.

For purposes of this Agreement, the pronoun “it” may be used when referring to a Limited Partner, regardless of whether the Limited Partner is an individual or other Person.

(u) Partner(s)

Partner(s) means each General Partner and each Limited Partner of the Partnership who is admitted to the Partnership (to be a Partner) and who has a partnership interest. For purposes of voting and obtaining consent or approval, Partners who do not have a positive balance in their Capital Account at the time of vote, consent, or approval shall be disregarded and shall not vote nor need to provide such consent or approval.

(v) Partnership

Partnership means RAJESH, LTD., a Texas Limited Partnership.

(w) Partnership Interest

Partnership Interest shall mean the ownership interest and rights of a Partner in the Partnership, including, without limitation, the Partner’s right to a distributive share of the profits and losses, distributions and the property of the Partnership and, if otherwise eligible herein, the right to consent or approve partnership actions. All Partnership Interest are subject to the restrictions on transfer imposed by this Agreement. Each Partner’s interest is personal property and, as such, no Partner shall have any interest in any of the assets of the Partnership.

If otherwise eligible herein, each holder of a Partnership Interest will have the right to vote such holder’s proportionate interest in the Partnership with respect to all matters on which (general and/ or limited) Partners are eligible to vote under this Agreement or by law.

Example: A Partner with a Partnership Interest of 35.5 percent will have a 35.5 percent ownership interest in the Partnership, and if eligible to vote will have 35.5 percent or 35.5 votes out of 100 votes on matters which require the vote, consent, approval or
affirmative action of the Partners acting in concert. The term “majority in interest” will mean for those eligible to vote, consent or approve that more than 50 percent or more than 50 votes out of 100 votes will be determinative of a given matter. The term “85 percent in interest of the Partners” will mean for those eligible to vote, consent or approve that at least 85 percent or 85 votes out of 100 votes will be determinative of a given matter. The term “unanimous consent of all Partners” will mean for those eligible to vote, consent or approve that 100 percent or 100 votes out of 100 votes will be determinative of a given matter. With respect to an (oral or written) agreement, a consent, a ratification, or a vote, the term “the partners” means a majority in interest of those eligible to agree, consent, ratify, or vote.

For purposes of voting or obtaining agreement, consent or approval, Partners who do not have a positive balance in their Capital Account at the time of vote, agreement, consent, or approval shall be ineligible, and disregarded, and shall not vote nor need to provide such agreement, consent or approval (i.e., their vote, agreement, consent or approval is not needed by the partnership).

Except as otherwise specifically provided herein, whenever Partner consent is permitted or needed herein, the Partners have no obligation to give such consent, nor will they be subject to liability for withholding consent.

Partnership Interests shall be adjusted from time to time as provided in Article Three of this Agreement.

(x) Person

Person, shall mean any non-natural legal person, including an entity, trust, or estate or, unless another meaning is clearly intended, shall mean an individual (i.e., a natural person).

(y) Personal Representative

Personal Representative shall include an executor, administrator, guardian, custodian, conservator, trustee, or any other similar form of fiduciary.

(z) Property

Property means assets and rights whether real or personal, tangible or intangible and, with respect to the Partnership, however acquired.

(aa) Substitute General Partner

Substitute General Partner means any Person who immediately prior to acquisition of a General Partnership Interest, is not a General Partner and who
acquires, by purchase, gift, assignment or otherwise, a General Partnership Interest and is admitted as a Substitute General Partner according to the terms of this Agreement including Article Eleven herein.

(bb) Substitute Limited Partner

*Substitute Limited Partner* means any Person who, immediately prior to acquisition of a Limited Partnership Interest, is not a Limited Partner and who acquires, by purchase, gift, assignment or otherwise, a Partnership Interest and is admitted as a Substitute Limited Partner according to the terms of this Agreement including Article Twelve herein.
Article Three
Partnership Interests

Section 3.01 Percentage Interest in the Partnership

Each “general partner” (“GP”) is identified and is listed on the signature page(s) and on Exhibit “A” of this Agreement document under the caption “General Partner.” Each GP shall have a partnership interest and be allocated income, gain, loss, deductions, and credits based upon the fraction at the end of each year (or other accounting period, if applicable), the numerator of which is equal to the amount of their GP capital account and the denominator of which is equal to the total amount of all capital accounts, subject to capital accounts being adjusted and changed over time in accordance with the provisions herein.

Each “limited partner” (“LP”) is identified and is listed on the signature page(s) and on Exhibit “A” of this Agreement document under the caption “Limited Partners.” Each LP shall have a partnership interest and be allocated income, gain, loss, deductions, and credits based upon the fraction at the end of each year (or other accounting period, if applicable), the numerator of which is equal to the amount of their LP capital account and the denominator of which is equal to the total amount of all capital accounts, subject to it being adjusted and changed over time in accordance with the provisions herein.

Partnership Interests shall be adjusted from time to time to account for Additional Capital Contributions, allocated gain or loss, and distributions to Partners. Each Partner’s partnership interest shall be determined by dividing the Capital Account of each Partner by the aggregate of all capital accounts, after adjusting the Partners’ Capital Accounts to reflect the fair market value of property contributed or withdrawn.

For purposes of determining the respective voting rights of the Partners, adjustments to Partnership Interests of the Partners resulting from Additional Capital Contributions or distributions shall be deemed to have been made on December 31 following the date of the contribution or distribution.

The General Partner of the Partnership shall maintain a correct record of all Partners and their Partnership Interests together with amended and revised schedules of ownership caused by changes in the Partners and changes in Partnership Interests.

Section 3.02 Valuation of Partnership Interests in the Partnership

For all purposes, the value of the Partnership as an entity and of Partnership Interests shall be their respective fair market value. Any dispute, contest, or issue of fair market value is to be resolved and determined by the written appraisal of a Person selected by the General Partner, who is qualified to value the Partnership and the Partnership Interests of its Partners. The appraiser selected by the Partnership must be an independent appraiser who is qualified to perform business appraisals as determined in the discretion of the General Partner.
Section 3.03  Partnership to Comply with Subchapter K

The federal income tax basis of a Partner’s Partnership Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation and credit will be as prescribed by Subchapter K of the Code.
Article Four
Capital Contributions and Capital Accounts

Section 4.01 Initial Capital Contributions

Each partner may make such initial and additional contributions of capital to the partnership of cash, services, and/or property, subject to any liabilities or liens as are agreed upon by the partner and the GPs or accepted by the GPs from time to time. Such acceptance does not need to be in writing and will be presumed to have been obtained unless within thirty days after both its receipt by this partnership and when that receipt was known or should have been known by all GPs there is clear and convincing evidence that the GPs did not accept it as additional partnership capital (“rejected”).

Each Partner’s Interest shall be credited with an initial contribution equal to the fair market value of the cash, services, and/or property they contributed less the amount of liabilities assumed or taken subject to by the Partnership to which such cash, services, and/or property is subject (“net fair market value” or “net value”).

Section 4.02 Voluntary Additional Capital Contributions

Partners may make Additional Capital Contributions to the Partnership which are agreed upon by the GP(s) or which the GP(s) do not “reject” as a contribution of capital within thirty days after each such transfer has been made and adequately disclosed to the GPs so that the GPs know or should know about such transfers. The net fair market value of any services or property other than cash or publicly traded securities to be contributed as an initial or additional Capital Contribution shall be agreed upon by the contributing Partner and a majority in interest of the General Partners at the time of contribution. Alternatively, a disinterested appraiser selected by the General Partner may determine the net fair market value of such property or services.

The following applies to all transfers of assets to this Partnership (“LTD”) made by a Partner (the “transferring Partner”) which the General Partner(s) (“GP(s)”) did not agree to accept as a contribution of capital in advance of the Partnership’s receipt of it (“unsolicited transfers”).

Any Partner may transfer a good check or cash (both referred to hereafter as “cash”) to the Partnership as an unsolicited transfer, designate any amount of it to be administered by the Partnership as an escrowee and adequately disclose the transfer and designation to the GP(s) so that the GPs know or should know about them. That designation may be made any time within ten (10) days before or ten (10) days after the cash has been received by the Partnership. The escrow designation will be followed if the Partnership has agreed with any Person as of then to act as an escrowee, otherwise it will be promptly returned to the Partner. A good check is one which will be honored when it is properly endorsed by LTD.

Each unsolicited transfer by a Partner in whole or in part which has not been timely designated to be held in escrow shall be held by this Partnership for up to thirty (30) days after being received.
by this Partnership and adequately disclosed to the GP(s) as a “potential capital contribution” so that the GPs know or should know about it. Each potential capital contribution which in whole or in part is not rejected by the GP(s) during those thirty (30) days will cause an addition to the Limited Partnership capital of the transferring Partner in the amount of the net fair market value of the assets then transferred. Each potential capital contribution which is timely rejected by the GP(s) is to be returned to the transferring Partner as soon as possible.

An accepted transfer or capital contribution is made when any of the following ((a)-(f) below) has occurred and it is not rejected by the GP(s) within thirty days after the general partner(s) know(s) or should know that it has occurred. Such transfers are made by a partner who has agreed with LTD to become a partner (the transferor) (a) of cash by delivering either currency or a good check to LTD, (b) of a cash, bank, check or savings account (all hereafter “cash account”), security (stock, bond, limited partnership interest, mutual fund, investment trust, etc.) or security account (with a bank, brokerage firm (“broker”) or other depository) (all in (a) and (b) in this paragraph is referred to in this Section 4.02 as “property”) or any “interest” in an entity such as a partnership, limited liability company, corporation, or joint venture (all referred to as “investment entity”) at the earlier of when the transferor (which in this Section 4.02 includes his, her or its authorized agent) signs a document transferring (his, her, or its) title to the transferor’s property and/or interest in that investment entity to LTD so long as no other Person effectively nullifies that document or prevents that transfer from occurring or when the Person either holding that property for the transferor (such as a bank or broker) or the Person authorized to manage (such as a general partner or officer) that investment entity (in which the transferor owns an interest) titles that interest and/or property in the name of LTD, (c) of each item of tangible personal property (“tpp”), when the transferor (partner) evidences that transfer to LTD by giving to LTD either physical possession of the tpp or a signed document which is effective to transfer title of it to LTD, (d) of each item of intangible property when its title is either (i) changed to the name of LTD by any Person or agency with the power to do so or (ii) transferred to LTD on a valid signed document, (e) of each promissory note by properly and completely assigning it by endorsing it to LTD, and (f) for realty, mineral and other interests, when a valid document is signed (and if required, is also recorded) by the transferor transferring title of that asset to LTD. Cash and securities accounts include all cash and securities in such accounts.

Any Partner may designate that any distribution that may otherwise be made by the Partnership to that Partner following that designation be instead retained by the Partnership as escrowee if the Partnership has agreed with any Person as of then to act as an escrowee for any of that Partner’s distributions from or transfers to LTD.

Section 4.03 Mandatory Additional Capital Contributions

The Partnership, acting by its General Partner then serving, shall have the authority to require the Partners or Assignees of Partnership Interests to contribute additional capital when additional capital is reasonably needed to pay:

Existing or anticipated expenses of operation and administration; and

Debt service for any amounts borrowed by the Partnership; and
Insurance and tax payments; and

The cost of acquiring, maintaining, and selling property of the Partnership.

Calls for capital shall not be discriminatory. When there is a call for capital all Partners and any Assignee's of Partnership Interests shall be required to contribute capital, pro rata, based upon each Partner's Partnership Interest.

If a capital call is made, an Assignee shall be liable for the capital call. If an Assignee does not respond to a capital call, the percentage interest from which the Assignee is entitled to benefit shall decrease if one or more Partners do answer the capital call. The General Partner shall then reallocate the Partnership Interests in the manner provided for in this Agreement including in Section 3.01.

If an Assignee does not make a capital call, the General Partner shall have the right to Withhold distributions to that Assignee. If that distribution would ordinarily have been made, the General Partner, in its sole and absolute discretion, may offset (deduct from) the amount that would have been distributed to the Assignee against the capital call until the Assignee's share of the capital call has been fully paid plus (with) interest charged on the unpaid balance at the Applicable Federal Rate published by the Internal Revenue Service ("IRS") ("AFR").

Section 4.04 Maintenance of Capital Accounts

A Capital Account shall be established for each Partner and shall be maintained at all times throughout the existence of the Partnership in a manner that complies with the Code and Regulations promulgated thereunder. Each Partner's Capital Account shall be maintained according to the following provisions:

(a) Credits to Partner's Capital Account

Each Partner's Capital Account shall be credited with the fair market value of such Partner's contribution of cash or other property, such Partner's distributive share of profits, and the amount of any Partnership liabilities that are assumed by such Partner.

(b) Debits to Partner's Capital Account

Each Partner's Capital Account shall be debited the amount of cash and the fair market value of any property distributed to such Partner pursuant to any provision of this Agreement, such Partner's share of losses, and the amount of any liabilities of such Partner that are secured by any property contributed by such Partner to the Partnership.
Section 4.05 Assignment of a Partner's Interest

Except as otherwise required by the Code or Regulations, if any Partnership Interest is assigned according to the terms of this Agreement, the Assignee shall succeed to the Capital Account of the assignor to the extent that it relates to the assigned Partnership Interest. If the assignment of an interest in the Partnership causes a termination of the Partnership under Code Section 708(b)(1)(B), the capital account that carries over to the Assignee will be adjusted according to Treas. Reg. Section 1.704-1.

Section 4.06 Capital Account Adjustments for Capital Events

The following capital events shall result in the following adjustments to a Partner’s Capital Account.

(a) Assumption of Liability

An assumption of unsecured liability by the Partnership shall be treated as a distribution of money to the Partner, and his Capital Account will be adjusted accordingly. An assumption of an unsecured liability of the Partnership by a Partner shall be treated as a cash contribution to the Partnership. The amount of any liability for this purpose shall be determined consistent with Section 752(c) and any applicable provisions of the Code and Treasury Regulations promulgated thereunder.

(b) Adjustments for Noncash Distributions

If the assets of the Partnership other than cash are distributed in kind to a Partner, the Capital Account of the Partner to whom the in kind distribution is made shall be adjusted for the hypothetical “book” gain or loss that would have been realized by the Partnership if the distributed assets had been sold for their fair market values in a cash sale in order to reflect unrealized gain or loss.

(c) Adjustment to Fair Market Value Upon Transfer of Partnership Interest

Capital Accounts of the Partners shall be adjusted to reflect fair market value of all properties held by the Partnership if an existing or new Partner acquires an Interest in the Partnership.

(d) Adjustment for Constructive Termination of Partnership

Upon constructive termination of the Partnership as provided under Code Section 708, Capital Accounts shall be adjusted to reflect the fair market value of all the property held by the Partnership as required by Treas. Reg. Section 1.704-1.
Section 4.07    Revaluation Adjustment

The capital accounts of the Partners shall be adjusted to reflect a revaluation of Partnership Property (including intangible assets such as goodwill) as provided in this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to the Partner’s capital accounts shall be based on the fair market value of Partnership Property, considering Code Section 7701(g), on the date of the adjustment.

(b) Adjustment for Unrealized Items

The capital accounts of the Partners shall be adjusted to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Partnership’s Property (to the extent that it has not been previously reflected in the Partner’s capital accounts) would be allocated among all the Partners if there were a taxable disposition of such property for fair market value on the date of adjustment.

Section 4.08    Power of General Partner to Modify Capital Account Provisions

The General Partner shall modify the manner in which the Capital Accounts are computed in order to comply with Treas. Reg. Section 1.704-1, provided that it is, in the reasonable judgment of the General Partner, not likely to have a material effect on the amounts distributable to any Partner pursuant to this Agreement. The General Partner shall also make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership Capital reflected on the Partnership’s balance sheet, as computed for book purposes according to Treas. Reg. Section 1.704-1(b)(2)(iv)(g), relating to adjustments to book value.

Section 4.09    Interest on and Return of Capital

Notwithstanding any other provision of this Agreement, no Partner shall be entitled to any interest on its Capital Account or Partnership Interest or on its Capital Contribution. No Partner shall have the right to demand or to receive the return of all or any portion of such Partner’s Capital Account, Partnership Interest, or of such Partner’s Capital Contribution.

Section 4.10    Negative Capital Accounts

No Limited Partner shall be required to restore a deficit in its Capital Account upon liquidation of the Partnership or of the Partner’s Partnership Interest.
Section 4.11  Capital Requirements of the General Partner

The General Partners collectively shall maintain a value of at least $1,000 in the Capital Accounts of the General Partners. Upon any event that causes the collective Capital Accounts of the General Partners to be less than $1,000 in value, the General Partners shall contribute to the Partnership’s capital cash or other property sufficient to increase the General Partners’ collective Capital Accounts to a value of at least $1,000, or otherwise a sufficient amount of their Limited Partner Capital Account shall be proportionately converted (based on the proportional Capital Account values of the General Partners) to General Partners’ Capital Account to increase the General Partners’ collective Capital Accounts to a value of at least $1,000. If required by the law of any state or federal taxing jurisdiction in which the Partnership transacts business or, otherwise, in which the Partnership has nexus for tax purposes, then the collective Capital Accounts of the General Partners shall be increased to the minimum amount necessary (“Minimum General Partner Capital”) to properly classify the Partnership as a limited partnership for purposes of the laws of such jurisdiction. If it is necessary to increase the General Partners’ Capital Accounts to maintain Minimum General Partner Capital, then the General Partners shall contribute to the Partnership’s capital cash or other property sufficient to maintain Minimum General Partner Capital, or otherwise a sufficient amount of their Limited Partner Capital Account shall be proportionately converted (based on the proportional Capital Account values of the General Partners) to General Partners’ Capital Account to maintain Minimum General Partner Capital. Additional Partnership Interests owned by one who is a General Partner may be owned by the Partner as a Limited Partner insofar as the applicable laws governing the Partnership permit a Partner to be both a General Partner and a Limited Partner.

Section 4.12  Compliance with Anti-Diversification Provisions of the Code

The Partners intend to comply with the requirements of Code Section 721(b) of the Internal Revenue Code (“IRC”), so that contributions of property to the Partnership will not give rise to the recognition of any gain or loss to any Partner. Accordingly, no property will be deemed to have been accepted by the Partnership as a contribution to the Partnership’s capital if the contribution of such property would give rise to the recognition of gain or loss to any Partner under Code Section 721(b) or the Regulations promulgated thereunder. Any such property will instead be deemed to have been loaned to the Partnership and shall be returned to the lender of such property within ninety (90) days of the receipt by the General Partner of the lender’s demand. Such loan shall bear interest at the minimum interest rate required under IRC Section 7872.
Article Five
Allocations and Distributions

Section 5.01 Allocation of Profits and Losses

The Partnership shall allocate all net profits and losses, which shall include every item of income, deduction, depreciation, gain, loss, and credit for each calendar year of the Partnership, to each Partner pro rata in accordance with the Partner’s respective Partnership Interest during the period over which such profits, losses and tax items were accrued. The Partners agree to be bound by the provisions of this Article in reporting their shares of Partnership income and loss for income tax purposes.

Any Partnership net losses that cannot be allocated to one or more of the Partners without creating a negative Capital Account shall be allocated to the remaining Partners in proportion to their capital accounts until all Partners have a Capital Account of zero. To the extent that net losses were specially allocated to Partners with positive Capital Account balances during a period in which Partners with negative Capital Account balances were not allocated any net losses, subsequent net profits shall be first allocated to those Partners who were specially allocated net losses, to the extent of such net losses, and thereafter such net profits shall be allocated proportionately among the Partners according to their respective Partnership Interests.

Net losses allocated when all Partners have a Capital Account of zero shall be allocated proportionately among the Partners according to their respective Partnership Interests.

Allocation of net profits and net losses may be modified by subsequent agreement to conform to adjustments made to the Percentage Interests because of loans to the Partnership converted to contributions to capital, any distributions of cash and any liquidating distributions.

If the Percentage Interest of a Partner is not the same throughout a given fiscal year, the General Partner shall determine the allocation of net profits and net losses to the Partners taking into account the Partners’ varying Percentage Interests during the year. Such determination shall be in conformity with the requirements of Code Section 706(d) and Treasury Regulations promulgated thereunder.

Section 5.02 Special Allocations

The Partners, by unanimous agreement of all Partners eligible to give such agreement, may enter into agreements providing for the special allocation of items of income, gain, loss, depreciation, deduction or credit permitted by law provided that such special allocations have substantial economic effect as required by applicable federal tax law and complies with the provisions of Subchapter K of the IRC. If at any time there is a conflict between the provisions of Subchapter K of the IRC and any provision in this document memorializing the partners' agreement, the provisions of Subchapter K of the IRC shall control.
Section 5.03  Distributions to Partners

Distributions of Distributable Cash and distributions in kind of Partnership property shall be made in accordance with this Section.

Generally, distributions of Distributable Cash and distributions in kind of Partnership property will be described and made in one of the following manners:

A "Pro Rata Distribution" (also referred to as "PRD") refers to the distribution of cash or other property from the Partnership with respect to each of the Partners, which is made in the ratio of the amount of each Partner’s Capital Account to the amount of all Partners’ Capital Accounts ("proportionally").

A PRD is proportionally distributed to and received by each Partner either as the Partner’s share of cash and/or other property or as a reinvestment of such amounts by the Partner into the Partnership for additional Limited Partner Partnership Interest. All or part of a Partner’s share of a PRD (i) may be transferred to the Partner from the Partnership or (ii) may be reinvested back into the Partnership as a Limited Partner Capital Account contribution pursuant a Reinvestment Agreement (as provided for below).

A "Non-Pro Rata Distribution" means a distribution of cash or other property from the Partnership with respect to each of the Partners, which is not calculated in the ratio of the amount of each Partner’s Capital Account to the amount of all Partners’ Capital Accounts ("disproportionally"). All Partners who are eligible to agree or ratify an act of the Partnership must agree to or ratify, orally or in a writing signed by them ("signed writing"), all Non-Pro Rata Distributions. Reinvestment Agreements will not apply to such Non-Pro Rata Distributions consented to by all partners.

Some or all of each Limited Partner’s share of any distribution pursuant to the terms of a "Reinvestment Agreement" may be reinvested in the Partnership if that Limited Partner chooses to do that. If a Limited Partner elects to reinvest in the Partnership then all Limited Partners shall have the option at any time to sign a similar Reinvestment Agreement, which allows the Limited Partner to reinvest in the Partnership as a Limited Partner Capital Account contribution and thereby increase that Limited Partner’s Capital Account (and, accordingly, that Limited Partner’s Partnership Interest).

If all Limited Partners have the option to sign a Reinvestment Agreement entered into between one or more Limited Partners and the Partnership then the General Partner may enter into a Reinvestment Agreement with any Limited Partner to allow such Limited Partner to (a) elect to reinvest in the Partnership what would have otherwise been made as that Limited Partner’s cash or in kind distribution (absent that election) and thereby increase that Limited Partner’s Capital Account (and, accordingly, that Limited Partner’s Partnership Interest) (“reinvestment,” which term shall include all net earnings (having been reduced by net losses) attributable thereto) and (b) revoke that election prospectively. By signing a Reinvestment Agreement a Limited Partner agrees to and ratifies each distribution reinvested in this Partnership until that Reinvestment Agreement is rescinded.
An Assignee of a Partnership Interest shall have the same rights that a Partner has with respect to all matters pertaining to a Reinvestment Agreement in connection with such Partnership Interest.

(a) Distributions of Cash

From time to time during each Fiscal Year, the Partnership may distribute to Partners any part or all of that year’s Distributable Cash (see definition in Article Two Section 2.01(p)). Within sixty (60) days after the Partnership tax return is prepared for each Fiscal Year, the Partnership shall distribute to Partners all Distributable Cash remaining from the prior fiscal year (which was not previously distributed to or reinvested by Partners), if any exists.

(b) Distributions in Kind

From time to time during each Fiscal Year, the General Partner may make distributions in kind of Partnership property to the Partners.

Prior to making any in kind distribution, the difference between the established fair market value and the book value of the property to be distributed must be adjusted by a credit or charge, as is appropriate, to the Partners’ Capital Accounts (and, accordingly, to the Partners’ Partnership Interests). Upon the distribution of in kind property, the adjusted value will be charged to the Capital Accounts of the Partners receiving the in kind distribution (and, accordingly, to such Partners’ Partnership Interests).

(c) No Interest

If a Partner does not withdraw all or any portion of its share of any cash distribution made pursuant to subsection (a), the Partner will not be entitled to receive any interest on that portion of the distribution not withdrawn, or on any additional Partnership Interest, unless all Partners agree.

(d) Savings Clause

The General Partner may adjust the Partnership’s accounting methodology in order to comply with the Code as currently promulgated without prior notice to the Partners.
Article Six
Management of the Partnership

Section 6.01 General Authority of the General Partner

Subject to the specific rights given the Limited Partners in this Agreement, all decisions respecting any matter affecting or arising out of the conduct of the business of the Partnership shall be made by the General Partner who shall have the exclusive right and full authority to manage, conduct, and operate the Partnership business.

The General Partner shall have the obligation to manage and administer the Partnership according to this Agreement and to perform all duties prescribed for a General Partner by the laws of the State of Texas.

Section 6.02 A Majority in Interest of General Partners Required to Control

When more than one General Partners exists, the concurrence and joinder of a majority of the General Partners’ Interests shall control in all matters pertaining to the administration of the Partnership.

If only one General Partner exists, he, she, or it may make all General Partner decisions.

When the General Partners are eligible to act (including, by way of example and not by way of limitation, when they vote or provide their consent), they may take such action by written consent (and/or they may memorialize and/or ratify in writing prior action taken), with or without a formal meeting. As is similarly provided in TBOC Section 6.202 (such section not being incorporated by reference herein), the General Partners may take such action without holding a meeting if at least the minimum number of votes that would be necessary to take the action (that is the subject of the consent at a meeting, in which each General Partner entitled to vote on the action is present and votes) sign a written consent or consents stating the action taken.

Further, and as is similarly provided in TBOC Section 6.205 (such section not being incorporated by reference herein), any photographic, photostatic, facsimile, digitally copied or similarly reliable reproduction of the original writing may be substituted or used for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

Each General Partner’s signature on any written consent evidencing their action or vote shall be independent from each of the other Partners. If any one or more of the signatures to such written consent shall for any reason be held to be invalid, illegal, or unenforceable, that shall not affect any other signature on such consent, and such consent shall be construed as if such invalid, illegal, or unenforceable signature had never been contained therein.
Any such written consent may be signed by hand or by facsimiled signatures and in a number of separate counterparts, each with identical provisions, each of which, including photocopies and/or facsimiles, shall be deemed to be an original and all of which together shall constitute one and the same written consent; any such written consent shall be effective and binding upon all Partners signing the original or one or more such counterparts.

Except as may be required by Sections 152.204, 152.205, and 152.206 of the TBOC, (regarding the fiduciary duty of partners), and except as otherwise provided herein, all Partners agree that notice of the taking of an action that may be taken and was taken without a meeting by written consent of fewer than all of the Partners is not required to be given to a Partner who has not given written consent to the action. A copy of signed consents shall be available for all Partners to review at the principal office of the Partnership, and a copy may be provided to each Partner.

Section 6.03 Authority to Make or Terminate Tax Elections

The General Partner may, but shall not be required to, cause the Partnership to make or terminate any elections applicable to a Partnership for federal and state income tax purposes as the General Partner, in the General Partner’s discretion, deems to be in the best interests of the Partners and the Partnership without prior notice to any Partner. Such elections shall include, but are not limited to, an optional adjustment to basis election under Section 754 of the Code relating to distributions of Partnership property in a manner provided for in Section 734 of the Code and in the case of a transfer of a Partnership Interest, in a manner provided for in Section 743 of the Code.

Section 6.04 Authorization to Execute Certain Instruments

With respect to all of its obligations, powers, and responsibilities under this Agreement, the General Partner is authorized to execute and deliver, for and on behalf of the Partnership, such notes and other evidence of indebtedness, contracts, agreements, assignments, deeds, leases, loan agreements, mortgages, and other security instruments and agreements in such form, and on such terms and conditions, as the General Partner in the General Partner’s sole discretion deems proper.
Section 6.05  Affidavit of Authority of the General Partner

Any third party dealing with the Partnership may rely upon the affidavit of the General Partner, as to the General Partner’s authority to act for the Partnership, in substantially the form as follows:

Sample Affidavit of Authority of the General Partner
of
RAJESH, LTD.

On my oath and under the penalties of perjury, I swear that Kirit C.Daftary is the duly elected and authorized General Partner of RAJESH, LTD., a Texas Limited Partnership. I certify that Kirit C.Daftary has not been removed as General Partner and has the authority to act for, and bind, RAJESH, LTD. in the transaction of the business for which this affidavit is given as affirmation of my authority.

RAJESH, LTD.

By:

_________________________
Kirit C. Daftary, General Partner

Sworn and subscribed before me the undersigned authority, by Kirit C. Daftary on this _____ day of ________________, 20____.

_________________________
Notary Public

The above Affidavit may be appropriately modified to reflect the Person who is the General Partner or who is the fiduciary office of the individual who is authorized to act for and on behalf of an entity General Partner.

In addition to the above Affidavit of Authority, the General Partner is authorized to execute and deliver to third parties a Memorandum of Partnership, a copy of which may be attached to this Agreement as an Exhibit.

Section 6.06  Limitations on the Authority of the General Partner

The authority of the General Partner shall be limited according to this Section.
(a) **Acts Requiring 85% Approval of Partnership Interests**

The consent of 85% of all the Partnership Interests eligible to consent shall be required to do any of the following:

Prior to actual termination of the Partnership, to sell substantially all of the property in liquidation or cessation of the business;

To confess a judgment against the Partnership;

To file or consent to filing a petition for or against the Partnership under any federal or state bankruptcy, insolvency, or reorganization act;

(b) **Acts Requiring Unanimous Approval of the Partners**

The General Partner shall not have the power, without the unanimous written consent of all Partners eligible to consent, to do any of the following:

Except as otherwise provided herein, to admit any substitute or additional Limited or General Partner into the Partnership;

Except as otherwise provided in Section 15.03, to amend this Agreement;

To change or reorganize the Partnership into any other legal form;

To engage in any act that would subject any Limited Partner to liability as a General Partner; provided, however, nothing herein shall prevent a Person from being both a General Partner and a Limited Partner.

To dissolve and liquidate the Partnership.

To distribute more than twenty-five percent (25%) of the fair market value of the Partnership’s assets in any tax year except as may otherwise be provided elsewhere herein.

To redeem, liquidate, purchase or otherwise acquire the Partnership Interest of any Partner except as may otherwise be provided elsewhere herein.

To return the Capital Contribution of any Partner.

To contribute partnership property to a Charity.

To register any interest in this Partnership for an offering under any federal or state securities law.

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(c) Partners Who Are Under Court Orders

The vote, consent, or participation of any Partner under any kind of court order charging, restraining, prohibiting, or in any way preventing any Partner from voting, consenting, or participating in Partnership matters shall not be required in order to obtain the necessary percentage vote or consent or participation for the Partnership to act upon any proposed action.

Section 6.07 Delegation Among the General Partners

A General Partner may delegate to any other General Partner the power to exercise any or all powers granted the General Partner as provided in this Agreement, including those that are discretionary, if allowed by law. The delegating General Partner may revoke any delegation at will. The delegation of any power, as well as the revocation of any delegation, may be evidenced by an instrument in writing executed by the delegating General Partner.

As long as the delegation of a power is in effect, the General Partner receives the delegation with the same force and effect as if the delegating General Partner had personally joined in the exercise of the power, and the General Partner receiving the delegation may thereafter exercise any of the delegated powers on behalf of both until such time as the delegation is modified or terminated.

Section 6.08 Specific Powers of the General Partner

Subject to the limitations of Section 6.06, the Partnership, by and through the General Partner, may acquire, hold, rent, lease, sell, convey, exchange, convert, improve, repair, manage, control, invest, and reinvest the assets of the Partnership in every kind of real and personal property, both tangible and intangible, including property acquired “subject to” or “in assumption of” an existing indebtedness and property acquired in whole or in part for promissory obligations of the Partnership.

The Partnership may make any payment, receive any money, take any action, and make, execute, deliver, and receive any contract, deed, instrument, or document that may be necessary or advisable to exercise any of the powers conferred under this Agreement and which are necessary or prudent for the proper administration and conservation of the investments of the Partnership.

By way of illustration, but not by way of limitation, the Partnership, by and through the General Partner, shall be authorized to exercise the following powers:

(a) Agricultural Powers

The Partnership may retain, sell, acquire, and continue any farm or ranching operation.
The Partnership may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Partnership may engage and participate in any government farm program, whether state or federally sponsored.

The Partnership may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Partnership may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Partnership may, in general, do all things customary or desirable to operate a farm or ranch operation.

(b) Business Powers

The Partnership may acquire, hold, and sell the following as Partnership Property:

i. stock, notes, debentures, bonds or any other securities of any corporation, municipality or other entity

ii. an interest in a partnership as a General Partner or as a Limited Partner

iii. a membership interest in a limited liability company

iv. a partnership interest in a limited liability partnership

v. an interest in a business trust

vi. an interest in any joint venture

The Partnership may elect or employ directors, officers, employees, managers, and agents and compensate them for their services.

The Partnership may sell or liquidate any business interest that is part of the Partnership.

The Partnership may carry out the provisions of any agreement entered into for the sale of any business interest or the stock thereof.

The Partnership may exercise all of the powers granted in this Agreement regardless of whether the General Partner is personally interested or an involved party with respect to any business enterprise forming a part of the Partnership Property.
(c) Employment of Agents and Others

The Partnership may employ agents, employees, managers, accountants, attorneys, consultants, and other Persons necessary or appropriate to carry out the business and affairs of the Partnership, whether or not any such Persons so employed are Affiliated Persons, or are employed by Affiliated Persons.

The Partnership may pay as an expense of the Partnership such reasonable fees, costs, expenses, salaries, wages, and other compensation to such Persons as the General Partner shall determine. Such expenses shall include payment or reimbursement for all fees, costs, and expenses incurred in the formation and organization of the Partnership.

The Partnership may delegate management functions to any corporation, partnership, limited liability company, or other entity qualified to manage the property and to conduct the business activities of the Partnership. Any delegation of management rights shall not relieve the General Partner from personal liability for management decisions and operations of the Partnership.

Any delegation of authority is to be considered in compensating the General Partner for services to the Partnership.

(d) Expenditures in the Management of the Partnership

The Partnership may make any and all expenditures and investments that the General Partner, in the General Partner’s sole discretion, deems necessary or appropriate concerning the management of the affairs of the Partnership and the carrying out of the obligations and responsibilities under this Agreement.

(e) Formation of Trusts, Corporations, Partnerships, Limited Liability Companies, and Other Legal Entities

The Partnership is permitted and authorized to form, or to participate in the formation of, a trust (revocable or irrevocable), corporation, partnership, limited partnership, joint venture, limited liability company, and/or other legal entity, and to invest all or any part of the Partnership Property in one or more trusts (revocable or irrevocable), partnerships, joint ventures, limited partnerships, corporations, limited liability companies, and/or other legal entities.

The Partnership may serve as the general Partner of a limited partnership or may serve as the manager of a limited liability company in which the Partnership has made (or intends to make or otherwise acquire) an investment.

The Partnership may invest in a trust, corporation, partnership, limited partnership, joint venture, limited liability company, and/or other legal entity even though federal and state law restrictions and contractual restrictions on ownership, transfer of interests, and liquidation contained in the governing instrument or
instruments, may cause the ownership interest of the Partnership in a trust, corporation, partnership, limited partnership, joint venture, limited liability company, or other legal entity to have a fair market value that is less than the fair market value of the assets contributed to the entity.

(f) Business or Trade Names

The Partnership may adopt such trade or business names as the General Partner shall determine to be appropriate.

(g) Charitable Planning Opportunities

The Partnership may form, and contribute property to one or more Charities.

In the case of a charitable remainder trust or charitable lead income trust, the beneficiary for the non-charitable term of the trust will be the Partnership.

If, and only as, permitted by the tax laws of the United States with regard to a termination of the Partnership prior to the expiration of the term of a charitable trust, the beneficiaries during the non-charitable term, or of the non-charitable remainder (in the case of a charitable lead income trust), will be the Partners of the Partnership at the time of its termination according to their percentages and rights of ownership determined at the time the Partnership terminates.

(h) Investment Powers in General

The Partnership may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property, real or personal, of every kind and nature as the General Partner shall determine.

The Partnership may invest in investment trusts as well as in common trust funds.

The Partnership may, for its benefit, purchase life, accident, disability, medical, or other insurance on the General Partner or any Limited Partner.

The Partnership may, on behalf of any Trustee of a Life Insurance Trust, act as the escrowee to accept funds, hold them, and disburse those funds to pay the premiums for insurance on the life of a partner.

(i) Life Insurance and Annuity Powers

The Partnership may purchase, accept, hold, and deal with as owner, Assignee, and/or beneficiary, life insurance policies and annuity contracts.

The Partnership shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.
The Partnership may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Partnership shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy, or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Partnership may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Partnership shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Partnership shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

(j) Loan, Borrowing, and Encumbrance Powers

The Partnership may borrow money (including, but not limited to, borrowing from partners) and, as security therefor, mortgage, pledge, or otherwise encumber the assets of the Partnership.

The Partnership may prepay in whole or in part, recast, increase, modify, extend, or refinance any mortgages affecting the Partnership Property, and in connection therewith, may execute any extensions, renewals, or modifications of any mortgage on the Partnership Property; provided, however, nothing in this Agreement shall permit the General Partner to subject any Limited Partner to personal liability for the indebtedness secured by any mortgage on the Partnership Property.

The General Partner may, at its discretion, lend Partnership funds to any Person on such terms, time periods, interest rates (within legal limits), and for such security or collateral deemed appropriate or necessary by the General Partner. The fact that a Person is a partner of LTD shall not prohibit LTD from making loans to them.

(k) Maintenance of Partnership Property

The Partnership shall maintain and operate the Partnership Property in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by any mortgages encumbering the Partnership Property from time to time, and by any other agreement pertaining to the Partnership Property or any part of it.
(l) **Margin, Brokerage, and Bank Account Powers**

The Partnership is authorized to buy, sell, and trade in securities of any nature, including short sales, sales on margin, and options of every kind and futures contracts.

The Partnership may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as securities for loans and advances made to the Partnership. The General Partner is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the General Partner may choose.

(m) **Nominee Powers**

The General Partner may provide that any Partnership Property may be held in the name of a nominee, and may enter agreements to facilitate holding such Property.

(n) **Nonproductive Property**

The Partnership may hold property that is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of the General Partner, in the best interest of the Partnership.

(o) **Oil, Gas, Coal, and Other Mineral Powers**

The Partnership may do all things necessary to maintain in full force and effect any oil, gas, coal, or other mineral interests comprising part or all of the Partnership Property.

The Partnership may purchase additional oil, gas, coal, and other mineral interests when necessary or desirable to effect a reasonable plan of operation or development with regard to the Partnership Property.

The Partnership may buy or sell undivided interest in oil, gas, coal, and other mineral interests, and may exchange any of such interests for interests in other properties or for services.

The Partnership may execute oil, gas, coal, and other mineral leases on such terms as the General Partner may deem proper, and may enter pooling, unitization, repressurization, and other types of agreements relating to the development, operation, and conservation of mineral properties.

The Partnership may execute division orders, transfer orders, releases, assignments, farmouts, and any other instruments that the General Partner deems proper.
The Partnership may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Partnership may employ the services of consultants or outside specialists concerning the evaluation, management, acquisition, disposition, or development of any mineral interest.

(p) Powers of Attorney

The Partnership, by and through the General Partner, may execute, deliver, and grant to any Person a revocable or irrevocable power of attorney to transact any and all business on behalf of the Partnership.

The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the General Partner could have exercised.

(q) Real Estate Powers

The Partnership may purchase and sell interests in real estate and make leases and grant options to lease for any term, even though the term may extend beyond the term of the Partnership.

The Partnership may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

The Partnership may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

The Partnership may elect to insure, as it deems advisable, all actions contemplated by this subsection.

The Partnership may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the Partnership Property or the income therefrom.

The Partnership may likewise partition or exchange real property, in whole or in part, for other real or personal property; grant easements or charges of any kind; release, convey, or assign any right, title, or interest in or about any easement appurtenant to the property; alter, repair, add to, or take from buildings on the premises, purchase or hold real property, improved or unimproved; act as trustee of any land trust of which the Partnership is a beneficiary; convey title to the real

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estate subject to such land trust, and to execute all documents pertaining to the property subject to such land trust and act in all matters regarding such trust, and execute assignments of all or any part of the beneficial interests in such land trusts.

(r) **Sale, Lease, and Other Dispositive Powers**

The Partnership may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the Partnership Property.

The General Partner may deal with the Partnership Property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of the Partnership as the General Partner deems advisable.

The General Partner may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the Partnership Property in all other ways in which a natural person could deal with his or her property.

(s) **Securities Powers**

The Partnership may acquire, hold, and sell:

1. Publicly traded securities, including stocks, bonds, warrants, options, futures, mutual funds, partnerships, real estate investment trusts, diversified asset funds including international investments, and investment funds.

2. Obligations of the United States government or of any foreign government.

3. Cash deposits, money market funds, brokerage company investment, and money market accounts, certificates of deposit, savings accounts, and checking accounts, without limitation as to the location of the account or depository.

In addition to those other securities powers granted throughout this Article, the Partnership may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as Partnership Property.

The Partnership may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.
(t) Settlement Powers

The Partnership may pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend, or compromise, upon such terms as it may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership.

(u) Surety and Indemnity Powers

The Partnership may execute and deliver any surety, indemnity, or similar agreement to any Person that is reasonably necessary or required concerning the business activities of the Partnership; to pledge or mortgage the assets of the Partnership to secure such surety or indemnity obligation.

(v) Environmental Powers

The Partnership shall have the power to refuse to accept property if the Partnership determines that there is a substantial risk that such property is contaminated by any hazardous substance or has previously, or is currently, being used for any activities directly or indirectly involving hazardous substances that could result in liability to the Partnership assets. “Hazardous substance” shall mean any substance defined as hazardous or toxic by any federal, state, or local law, rule, regulation, or ordinance.

The Partnership shall have the power to inspect any Partnership property to determine compliance with any environmental law affecting such property or to respond to any environmental law affecting property held by the Partnership. “Environmental Law” shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

The General Partner shall have the power to take any necessary action to prevent, abate, clean up, or otherwise respond to any actual or threatened violation of any environmental law affecting Partnership property prior to or after the initiation or enforcement of any action by any governmental body.

The General Partner may disclaim or release any power granted to it or implied by any document, statute, or rule of law that the Partnership determines may cause the Partnership to incur liability under any environmental law.

The Partnership may charge the cost of any inspection, review, prevention, abatement, response, cleanup, or remedial action authorized under this power against the Partnership property.

The Partnership shall not be liable for any decrease in value of the Partnership property because of the Partnership’s compliance with any environmental law, specifically including any reporting requirement under such law.
(w) **Partnership Act Powers**

In addition to all of the powers specifically granted to the General Partner in this Agreement, the General Partner may exercise those rights and powers of General Partners or Limited Partner as provided under the laws of the State of Texas.

The General Partner may perform every act reasonably necessary to administer the Partnership. Subject to any express limitations or contrary directions contained in this Agreement, the General Partner shall have both the administrative and investment powers enumerated under this Agreement and any other powers granted by federal and state law with respect to general Partners.

**Section 6.09 Creation of Advisory Committee**

The General Partner may establish an advisory committee of the Partnership consisting of two or more Limited Partners, or beneficiaries of any trust that is a Partner, or legal, financial or other advisors to the General Partner or any Limited Partner (the “Advisory Committee”).

(a) **Annual Meetings**

If the Advisory Committee is established, at least once per calendar year the General Partner, on notice to each member on or before the tenth day prior to the meeting, shall call a meeting of the Advisory Committee, at which the General Partner shall apprise it generally of the business and affairs of the Partnership since the last meeting of the Advisory Committee.

(b) **Committee Is Advisory Only**

The Advisory Committee may make recommendations to or otherwise advise and consult with the General Partner regarding the business and affairs of the Partnership; however, the Advisory Committee is not authorized to take any action on behalf of the Partnership or to compel any Partner to take any action. The Advisory Committee may make a report of the meeting to the remaining Limited Partners.

(c) **Payment of Expenses Authorized**

A Limited Partner or representative shall be entitled to reimbursement from the Partnership for its reasonable expenses relating to attendance at meetings of the Advisory Committee.

**Section 6.10 Voting of Controlled Corporate Stock**

Should the Partnership hold stock in any controlled corporation as defined by Code Section 2036(b)(2), the General Partner shall:

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Notify all partners of all shareholders meetings of said controlled corporation; and

Notify all partners that they have the right to vote the stock of such corporation in proportion to the percentage owned by each partner in the partnership

Submit the votes of each Partner at such shareholder meeting exactly as if each Partner were a separate shareholder voting such stock.
Article Seven
The General Partner

Section 7.01 General Partner

Each Partner serving, or to serve, as General Partner shall manage and administer the property of the Partnership and perform all other duties prescribed for a general Partner by the laws of the State of Texas. A General Partner will have personal liability for the obligations of the Partnership except as may be specifically limited by the laws of the State of Texas or any other jurisdiction in which the Partnership has qualified to do business.

The Partnership must have at all times at least one General Partner.

Section 7.02 Extent and Scope of Services

During the existence of the Partnership, the General Partner shall devote such time and effort to the Partnership business as the General Partner, in its sole discretion, determines to be necessary to promote adequately the interest of the Partnership and the mutual interest of the Partners.

(a) Full Time Not Required

It is specifically understood and agreed that the General Partner and its Affiliates shall not be required to devote full time to Partnership business.

(b) Other Ventures

The General Partner and any of the General Partner’s Affiliates may engage in and possess interests in other business ventures of any and every type or description, independently or with others. Neither the Partnership nor any Partner shall have any right, title, or interest in or to such independent ventures of the General Partner.

Notwithstanding the fiduciary duty owed by the General Partner to the Partners of the partnership, the General Partner shall not be obligated to present any investment opportunity to the Partnership even if such opportunity is of a character that if presented to the Partnership, could be taken by the Partnership for its own account.

(c) Fiduciary Duty of General Partner

Notwithstanding any provision to the contrary in this Agreement, in carrying out the duties of the General Partner under this Agreement, each General Partner (“GP”) shall have the duties owed to Partners and to the Partnership which are provided for in Texas law including those duties designated in the Texas Revised

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Partnership Act's ("TRPA") Article 6132b-4.04 and those designated in Sections 152.204, 152.205, and 152.206 of the TBOC, as those may be amended or renumbered over time. Each GP shall also owe such duties to Assignees who are transferees as a result of a voluntary transfer by a Partner to an Affiliated Person or a Charity and to transferees of deceased Partners.

(d) Employment of Professionals

The General Partner may employ such brokers, agents, accountants, attorneys, and other advisors as the General Partner may determine to be appropriate for the management of the Partnership business.

Section 7.03 Indemnification and Liability of General Partner to Limited Partners

The General Partner shall not be liable, responsible, or accountable in damages or otherwise to any Limited Partner or Limited Partners for, and the Partnership shall indemnify the General Partner and hold the General Partner harmless against, any loss or damage incurred because of any act or omission performed or omitted by the General Partner in good faith on behalf of the Partnership and in a manner reasonably believed by the General Partner to be within the scope of the authority granted to the General Partner by this Agreement and in the best interests of the Partnership. This provision is intended to supplant any provision of state law to the contrary.

(a) Gross Negligence or Willful Misconduct

A General Partner shall be personally liable, responsible, and accountable in damages or otherwise, to any Limited Partner or Limited Partners if the General Partner is guilty of gross negligence or willful misconduct with respect to an act or omission and no Limited Partner shall have any personal liability on account thereof.

(b) Good Faith Acts or Omissions

Any act or omission performed or omitted by a General Partner on advice of counsel to the Partnership shall be conclusively deemed to have been performed or omitted in good faith.

(c) No Personal Liability for Capital Contributions

The General Partner shall not be personally liable for the return of the capital contribution of any Partner, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

(d) Indemnity Provisions

The Partnership (but not the Limited Partners) shall indemnify and agree to hold the General Partner completely harmless from and against any loss, expense, or damage suffered by the General Partner resulting from any act or omission of the
General Partner relating to the Partnership. However, the Partnership shall not be required to indemnify the General Partner for any loss, claim, expense, or damage incurred as a result of the willful misconduct, gross negligence, fraud, or breach of fiduciary duty of such General Partner.

Section 7.04  Voluntary Withdrawal of a General Partner

A General Partner may withdraw from the Partnership only after complying with the provisions of this Section.

(a)  Conditions for Withdrawal

No General Partner may withdraw as a General Partner of the Partnership without the prior written consent of 85% of the Partnership Interests eligible to consent and unless there is at least one remaining General Partner or a successor General Partner has been appointed as provided in this Agreement. For purposes of this subsection, a majority of the Partnership Interests shall only include those Partnership Interests remaining after excluding the Partnership Interests of the General Partner seeking to withdraw.

(b)  Effective Date of Withdrawal

Any permitted withdrawal shall be effective upon the later of:

- Thirty (30) days after the necessary written consent is given by the required majority of the Partnership Interests; or
- The date specified in the written consent.

(c)  General Partner’s Interests Sold or Converted to Limited Partnership Interests

Upon withdrawal, Partnership Interests held by the withdrawing General Partner shall, at the option of the remaining general partner, be purchased by the remaining General Partners or converted to limited Partnership Interests.

(d)  Breach of Contract and Remedies

If a General Partner withdraws in violation of this Section, the withdrawal will be treated as a breach of this Agreement and the Partnership may recover damages from the withdrawing Partner, including the reasonable cost of obtaining replacement of the services the withdrawing Partner was obligated to perform. In addition to any other remedies available under applicable law, the Partnership may recover from the withdrawing General Partner by offsetting any damages against any amount distributable to the withdrawing Partner.
Section 7.05  Removal of a General Partner

A General Partner may be removed as General Partner for cause by the affirmative vote of at least 85% of the Partnership Interests eligible to vote. The term “for cause” shall mean and include:

Any material act of self-dealing by a General Partner that is not expressly permitted by this Agreement;

Any material act constituting gross negligence, willful misconduct, or fraud;

Any act constituting the willful and intentional disregard of a directive of the Partners pursuant to the provisions in this Agreement or to a vote on a matter in which the Partners have a vote under this Agreement or under the laws of the State of Texas.

The term “material” identifies a significant monetary damage to the Partnership as the result of the act or omission to act by a General Partner constituting self-dealing, gross negligence, or fraud.

The term “material” does not include incidental or insignificant monetary damage to the Partnership, monetary damages incurred by someone who is not a Partner and for which the Partnership is not liable, nor an intangible loss or damage that cannot be valued under the fair market valuation standards of federal tax law.

If the issues of self-dealing, willful misconduct, gross negligence, or fraud, and material damage to the Partnership are finally resolved against the General Partner because of a conclusive fact finding by the court or a jury, the voting attributes of a General Partner’s Partnership Interest, both general and limited, shall be disregarded in obtaining the required vote to remove the General Partner.

Section 7.06  Events Not Considered Withdrawal of General Partner

Notwithstanding any provision in the Act, the following events shall not be an event of withdrawal:

a. The General Partner becoming the subject of an order for relief or being declared insolvent in any federal or state bankruptcy or insolvency proceeding, or

b. The revocation of an entity General Partner’s charter and the expiration of 90 days after the date of notice to the entity General Partner or revocation without a reinstatement of its charter, or

c. Any event described in Section 153.155(a) of the TBOC that may be subject to or controlled by this Agreement, including the events described
in Sections 153.155(a)(4)(A) through (F), 153.155(a)(5), 153.155(a)(8) through (10) of the TBOC.

Section 7.07  Addition and Replacement of Individual General Partners

The current General Partners are (a) Kirit C. Daftary, (b) Pramila K. Daftary, (c) Kirit C. Daftary, Pramila K. Daftary, and Rajesh K. Daftary as Trustees and Rajesh K. Daftary as Current Special Trustee of the Rajesh K. Daftary Trust, and (d) Kirit C. Daftary, Pramila K. Daftary, and Nikhil K. Daftary as Trustees and Nikhil K. Daftary as Current Special Trustee of the Nikhil K. Daftary Trust. If for any reason, they cease to be General Partners and there is no remaining General Partner, the Limited Partners may elect one or more new General Partners. If the Limited Partners decide not to create a new entity to serve as General Partner, then the Limited Partners shall, if possible, elect at least two individuals to serve as the General Partner.

If all General Partners are individual Persons, and one or more of the General Partners withdraws, is removed, or otherwise cannot serve as a General Partner for any reason, the remaining general partners, by unanimous agreement of those eligible to give such agreement, shall, if possible, appoint an additional General Partner so that there shall be at least two General Partners serving at all times.

If all of the General Partners withdraw, are removed, or otherwise cannot serve as General Partners for any reason, a majority of the Partnership Interests of the Limited Partners shall, within 90 days after the date the last remaining General Partner ceased to serve, elect at least one new General Partner, and if possible, two new General Partners from among the Limited Partners.

Section 7.08  Additional General Partners

At any time, with the unanimous consent of all Partners eligible to consent, any Person, including a Limited Partner, may become a General Partner on such terms and conditions as may be agreed upon. Any Person becoming a General Partner will automatically have the rights, authorities, duties, and obligations of a General Partner under this Agreement.

Section 7.09  Compensation and Expenses of General Partner

The General Partner shall be entitled to receive a reasonable salary or other compensation for services rendered and that compensation shall be in addition to the General Partner’s respective share of Partnership profits. The General Partner shall be entitled to charge the Partnership, and be reimbursed by it, for any and all reasonable costs and expenses actually incurred by the General Partner in connection with the operation of the Partnership business.

Section 7.10  Bond

No Person serving as General Partner shall be required to furnish bond or other security as a prerequisite to service as the General Partner.
Section 7.11 The General Partner’s Responsibility to File Necessary Forms and Make or Terminate Elections

The General Partner shall prepare or cause to be prepared, and execute, acknowledge, and take all action necessary to assure prompt and timely filing of the following:

- Any amendments to the Certificate of Formation according to this Agreement;
- Any and all state and federal tax returns, reports, and forms;
- Any and all state and federal tax elections or terminations thereof deemed by the General Partner to be in the best interest of the Partnership.

Section 7.12 Disability or Incapacity of a General Partner

If a General Partner is an individual Person and he or she is declared to be incapacitated or disabled (see Section 2.01(o)), then that General Partner’s general partner partnership interest shall be converted to a limited partner partnership interest. Provided, however, if that incapacitated or disabled General Partner has (a) established an inter vivos trust for his or her benefit (with or without his or her spouse as a primary beneficiary), (b) signed a power of attorney which appoints an agent to act for him or her with respect to the incapacitated Person’s assets, or (e) has a guardian or conservator (both referred to as “Guardian”) appointed for him by a court, the following shall occur. If (1) the Trustee of such Trust or the Agent of such power of attorney is willing and able to serve as General Partner and (2) if either (a) such Trustee or Agent is already a GP or (b) two-thirds of the Partnership Interests of the Partners eligible to vote or consent (allowing the Trustee or Agent to vote for the incapacitated GP) vote or consent to that Trustee or Agent to be a General Partner so long as he, she or it remains such Trustee or Agent, then such General Partner’s Trustee or Agent may exercise all of the General Partner’s rights and voting authority immediately. Also, such Trustee, Agent, or Guardian shall be entitled to receive distributions of cash or other property from the Partnership on behalf of that incapacitated or disabled Person.

If the General Partner who is declared to be incapacitated or disabled is the only General Partner and there is no other GP, then a majority of the Partnership Interests of the Limited Partners shall, within 90 days after the date the General Partner was declared to be incapacitated or disabled, elect at least one new General Partner, and if possible, two new General Partners, preferably from among the Limited Partners.
Article Eight
The Limited Partners

Section 8.01  Limited Liability of Limited Partners

Except as provided in Article Four, no Limited Partner shall be required to make any contribution to the capital of the Partnership for the payment of any losses or for any other purposes; nor shall any Limited Partner be responsible or obligated to any third parties for any debts or liabilities of the Partnership in excess of the sum of its unpaid required contributions to the capital of the Partnership, its unrecovered contributions to the capital of the Partnership, and its share of any undistributed profits of the Partnership.

Section 8.02  No Right to Participate in Management

No Limited Partner, other than a General Partner who is also a Limited Partner, may participate in the management and operation of the Partnership’s business and its investment activities, or bind the Partnership to any obligation or liability whatsoever. However, a Limited Partner may possess and exercise any power or may act in any capacity that is authorized by the Act as not constituting participation by a Limited Partner in the control of the business of the Partnership.

(a)  Transfer of Title to Partnership Assets

A Limited Partner may not transfer legal or beneficial title to property of the Partnership unless, supported by an affidavit of fact, the Limited Partner acts pursuant to the limited authority prescribed by the laws of the State of Texas relating to the winding up of the Partnership in the absence of a qualified General Partner.

(b)  Use of Limited Partner’s Name

No Limited Partner shall permit its name to be used in the name of the Partnership unless the use of the name of the Limited Partner is permitted under the Act.

(c)  Binding the Partnership

No Limited Partner shall perform any act that would be binding on the Partnership or any other Partner.

(d)  Incurring Expenditures

No Limited Partner shall incur any expenditure on behalf of the Partnership.
Section 8.03  No Right to Withdraw for a Limited Partner

No Limited Partner shall have the right to withdraw from the Partnership or to receive a return of any of its contributions to the Partnership until the Partnership is terminated and its affairs wound up according to the Act and this Agreement. A Limited Partner will breach this Agreement if the Limited Partner:

Attempts to withdraw from the Partnership,

Interferes in the management of the Partnership affairs,

Engages in conduct which could result in the Partnership losing its tax status as a partnership,

Engages in conduct that tends to bring the Partnership into disrepute,

Owns a Partnership Interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceedings,

Breaches any confidentiality provisions of this Agreement, or

Fails to meet any commitment to the Partnership.

A Limited Partner who is in breach of this Agreement shall be liable to the Partnership for damages caused by the breach. The Partnership may offset for the damages against any distributions or return of capital to the Limited Partner who has breached this Agreement.

Section 8.04  Restrictions on the Right to Withdraw for an Assignee

No Assignee shall have the right to receive a return of any of its contributions to the Partnership until the Partnership is terminated and its affairs wound up according to the Act and this Agreement. An Assignee will breach this Agreement if the Assignee:

Interferes in the management of the Partnership affairs,

Engages in conduct which could result in the Partnership losing its tax status as a partnership,

Engages in conduct that tends to bring the Partnership into disrepute,

Breaches any confidentiality provisions of this Agreement,

Brings any legal action against the Partnership to force the liquidation dissolution of the Partnership or a distribution of Partnership assets or for the appointment of a receiver, or

Fails to meet any commitment to the Partnership.
An Assignee who is in breach of this Agreement shall be liable to the Partnership for damages caused by the breach. The Partnership may offset such damages against any distributions to or the Capital Account of the Assignee who has breached this Agreement.

Section 8.05   No Right to Cause Dissolution

No Limited Partner shall have the right or power to cause the dissolution and winding up of the Partnership by court decree or otherwise.

Section 8.06   Voting

Limited Partners who are otherwise eligible to vote herein, but not Assignees, shall have the right to vote on the following matters:

- Removal of the General Partner;
- Election of a successor General Partner;
- Termination and dissolution of the Partnership;
- Admission of a Person as a General or Limited Partner;
- Amendment of this Agreement;
- The extension of the term of the Partnership; and

Any matter requiring the vote of the Limited Partners as set out elsewhere in this Agreement or in the Act.

When the Limited Partners are eligible to act (including, by way of example and not by way of limitation, when they vote or provide their consent), they may vote to take such action by written consent on all matters (and/or they may memorialize and/or ratify in writing prior action taken) with or without a formal meeting. Assignees may not vote or consent on any matter. As is similarly provided in TBOC Section 6.202 (such section not being incorporated by reference herein), the Limited Partners may take such action without holding a meeting if at least the minimum number of votes that would be necessary to take the action (that is the subject of the consent at a meeting, in which each Limited Partner entitled to vote on the action is present and votes) sign a written consent or consents stating the action taken.

Further, and as is similarly provided in TBOC Section 6.205 (such section not being incorporated by reference herein), any photographic, photostatic, facsimile, digitally copied or similarly reliable reproduction of a consent in writing signed by a Partner may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire writing.
Each Partner's signature on any written consent evidencing their action or vote shall be independent from each of the other Partners. If any one or more of the signatures to such written consent shall for any reason be held to be invalid, illegal, or unenforceable, that shall not affect any other signature on such consent, and such consent shall be construed as if such invalid, illegal, or unenforceable signature had never been contained therein.

Any such written consent may be signed by hand or by facsimiled signatures and in a number of separate counterparts, each with identical provisions, each of which, including photocopies and/or facsimiles, shall be deemed to be an original and all of which together shall constitute one and the same written consent; any such written consent shall be effective and binding upon all Partners signing the original or one or more such counterparts.

Except as may be required by Sections 152.204, 152.205, and 152.206 of the TBOC, (regarding the fiduciary duty of partners), and except as otherwise provided herein, all Partners agree that notice of the taking of an action that may be taken and was taken without a meeting by written consent of fewer than all of the Partners is not required to be given to a Partner who has not given written consent to the action. A copy of signed consents shall be available for all Partners to review at the principal office of the Partnership, and a copy may be provided to each Partner.

Section 8.07 Access to Information

Subject to the provisions of this Section, each Limited Partner is entitled to all information under the circumstances and subject to the conditions stated in this Agreement and the Act.

On written request stating a proper purpose, an Assignee may examine and copy, in person or through a representative, records required to be kept under the Act and other information regarding the business, affairs, and financial condition of the Partnership as is just and reasonable for the Assignee to examine and copy. Such records may be examined and copied at a reasonable time and at the Assignee's sole expense.

On an Assignee's written request, the Partnership shall provide to the requesting Assignee without charge copies of the following:

- Any federal, state, or local Partnership income tax returns for the six most recent years; and
- The Limited Partnership Agreement and Certificate of Formation and all amendments or restatements.

Written requests shall be made to the General Partner.

If an Assignee acquires any information regarding the Partnership, they are subject to the confidentiality provisions of this Section as those provisions apply to Limited Partners.
(a) Confidential Information

The Partners acknowledge that they may receive information regarding the Partnership in the form of trade secrets or other information that is confidential, the release of which may be damaging to the Partnership or to Persons with which it does business.

Each Partner shall hold in strict confidence any information it receives regarding the Partnership that is identified as being confidential and may not disclose it to any Person, other than another Partner, except for disclosures:

- Compelled by law (but the Partner must notify the General Partner promptly of any request for that information, before disclosing it, if practicable),

- To advisors or representatives of the Partner or the Partnership, but only if they have agreed to be bound by the provisions of this Section, or

- Of information that Partner also has received from a source independent of the Partnership that the Partner reasonably believes was obtained without breach of any obligation of confidentiality by any Person.

(b) Enforcement Through Specific Performance

The Partners acknowledge that breach of any provision of this Section may cause irreparable injury to the Partnership for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Partners agree that the provisions of this Section may be enforced by specific performance.
Article Nine
Books, Records, and Bank Accounts

Section 9.01 Books and Records

The General Partner shall keep the following records at its principal office or the General Partner must make the records available in that office not later than the fifth day after the date on which a written request is received:

A current list that states the full name and mailing address of each Partner, separately identifying the General Partners and the Limited Partners (in alphabetical order), the last known street address of the business or residence of each General Partner, the percentage or other interest in the Partnership owned by each Partner, and, if one or more classes or groups are established under this Agreement, the names of the Partners who are members of each specified class or group;

A copy of the Certificate of Formation and all certificates of amendment thereto (may be provided without charge to the requesting Partner);

Copies of the Partnership's federal, state and local information or income tax returns and reports, if any, for the Partnership's six most recent tax years (may be provided without charge to the requesting Partner);

A copy of this Agreement and any amendments or restatements thereto (may be provided without charge to the requesting Partner);

Copies of any document that creates, in the manner provided by this Agreement, classes or groups of Partners;

Copies of any executed powers of attorney under which this Agreement, the Certificate of Formation and all amendments or restatements to this Agreement and Certificate have been executed;

A written statement of

The amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each partner;

The amount of the cash contribution and description and statement of the agreed value of any other contribution that the Partner has agreed to make in the future as an additional contribution, if any;
The date on which additional contributions, if any, are to be made or the date of events requiring additional contributions to be made, if any;

Events requiring the Partnership to be dissolved and its affairs wound up; and

The date on which each Partner became a Partner.

The books and records of the accounts of the Partnership; and

Any other documents required by law.

On written request stating a proper purpose, a Partner or an Assignee may examine and copy, in person or through a representative, the above records as is just and reasonable for such Partner or Assignee to examine and copy.

The records requested may be examined and copied at a reasonable time and, unless otherwise provided herein, at the Partner’s or Assignee’s sole expense.

Section 9.02 Accounting Basis and Fiscal Year

The books of account of the Partnership shall be kept on a method authorized or required by the Code and as determined by the General Partner, and shall be closed and balanced at the end of each Partnership year. The fiscal year of the Partnership shall be the period authorized or required by the Code, and as determined by the General Partner.

Section 9.03 Reports

The General Partner shall provide to each Partner within a reasonable time after the end of each fiscal year such information as is necessary to allow each Partner to prepare and file its federal and state income tax return. All financial statements and reports shall be prepared at the expense of the Partnership.

Section 9.04 Bank Accounts and Partnership Funds

All cash receipts shall be deposited in the Partnership’s bank or other depository accounts maintained by the General Partner.

(a) Accounts Are Property of the Partnership

All accounts used by or on behalf of the Partnership shall be and remain the property of the Partnership, and shall be received, held and disbursed by the General Partner for the purposes specified in this Agreement.
(b) No Commingling of Funds

Partnership funds shall not be commingled with other funds.

Section 9.05 Meetings

The Partnership is not required by law or by this Agreement to have any meetings. The General Partner, however, may schedule a time and place for meetings of partners. All partners shall receive prior written or oral notice of such meeting dates and places. It is not necessary to keep minutes of these meetings or any other meetings of partners unless a partner requests that in a writing delivered to each General Partner prior to the time of such meeting.

Section 9.06 Partnership Property

So long as the following rights do not interfere with the Partnership’s business or damage the Partnership or its Partners, Partners may, with the consent of the General Partner (“GP”), visit, utilize, and/or occupy (all referred to in this Section 9.06 as “use”) real property and its improvements of the Partnership or use other Partnership assets (all referred to in this Section 9.06 as “property”). The GP shall maintain a logbook setting forth the dates and times that each Partner uses the property. It is the responsibility of each Partner to advise the GP of each such use or to make the entry in the logbook when or soon after they or their invitee(s) use the property.

All Partners may use such property for reasonable time(s) and so long as the Partner does so in a safe manner and does not (a) cause or create a nuisance, or (b) damage, including any damages proximately caused by such use, destroy, or devalue (all referred to in this Section 9.06 as “damage”) the property unless (i) all damage is timely repaired and restored to its prior condition before such damage and/or (ii) the cost to fully repair or compensate the Partnership for such damage is timely and fully paid to the Partnership by the Partner using the property (“using partner”). Any damage caused, permitted, or allowed by a Partner or its invitee is considered damage caused by that (using) Partner. Any use by a Partner or a Partner’s invitee is considered use by that Partner.

The fair market value of use by a Partner (including visitation, utilization, and/or occupancy) and the cost of any needed repair or reimbursement for damage caused by a Partner for which repairs and reimbursement are not promptly made by a Partner who damaged property shall be added to a payable account for that Partner, which account amount shall be owed by that Partner to the Partnership and about which that Partner shall be promptly notified orally or in writing. Each Partner shall pay to the Partnership the amount owed that is reflected in the Partner’s payable account within thirty (30) days after the event occurred that created this liability by the Partner to the Partnership. At all times during which an amount remains in a Partner’s payable account beyond the aforementioned thirty (30) days, such amount (“unpaid amount”) shall thereafter be charged for interest at the Applicable Federal Rate (“AFR”) for the time the unpaid amount in the Partner’s payable account remains outstanding and unpaid beyond the aforementioned thirty (30) days, which interest shall be accrued and calculated as of the first day of each subsequent
calendar month, and: (a) such interest shall be added to that Partner’s payable account whenever adjusting entries are made and then become immediately owed to the Partnership and immediately subject to the same interest charge, which shall be accrued and calculated as of the first day of each subsequent calendar month; (b) that Partner’s Partnership Interest shall secure payment for all unpaid amounts and shall not be transferred while any unpaid amount remains outstanding; and (c) in the absolute and sole discretion of the GP all Partnership distributions of cash or property allocable to that Partner’s Partnership Interest may be reduced to the extent of the unpaid amount and, to such extent, such distributions may be retained by the Partnership and accounted for as a decrease to that Partner’s Capital Account and as payment of the unpaid amount owed by the Partner to the Partnership. Notwithstanding any provision to the contrary herein, Partners shall not pay for or be charged to visit, utilize, or occupy property for the time when they are doing so to conduct partnership business.
Article Ten
Admission of Additional Limited Partners

Section 10.01 Admission by Consent of Partners

No Person shall be admitted to the Partnership as an additional Limited Partner without the unanimous consent of all Partners eligible to consent.

Section 10.02 Capital Contributions and Fair Market Value

The General Partner shall determine the initial capital contribution to be made by an additional Limited Partner. The fair market value of any property other than cash or publicly-traded securities to be contributed by a Limited Partner as its initial Capital Contribution shall be agreed upon by the Limited Partner and a majority of the General Partnership Interests before contribution, or, alternatively, shall be determined by a disinterested appraiser selected by the General Partner.

Section 10.03 Limitations

Notwithstanding the provisions of Section 10.01 above, no additional Limited Partner shall be admitted until such prospective Limited Partner completes the following actions:

- Provides evidence satisfactory to the General Partners that such an admission will not violate any applicable securities laws, or cause a termination of the Partnership under applicable provisions of the Code; and

- Pays all reasonable expenses connected with such admission; and

- Agrees to be bound by all of the terms and provisions of this Agreement by becoming a signatory hereto.

Section 10.04 Admissions in Violation of this Article

Any admission or purported or attempted admission of an Additional Limited Partner in violation of this Article Ten is null and void and of no force and effect whatsoever.
Article Eleven
Transfer of Partnership Interests by a General Partner

Section 11.01 Restrictions on Transfer

Except as provided in this Article, a General Partner is prohibited from selling, assigning, transferring, mortgaging, pledging, encumbering, hypothecating, or otherwise disposing of (collectively hereinafter referred to in this Article as "transferring" or "transfer," as the case may be) all or any part of any General Partnership Interest without the unanimous written consent of all Partners eligible to consent.

Except as otherwise specifically provided herein, whenever Partner consent is permitted or needed herein, the Partners have no obligation to give such consent, nor will they be subject to liability for withholding consent.

Any attempted transfer of a General Partnership Interest or the admission of a Substitute General Partner in violation of the provisions of this Article shall be completely null and void.

Section 11.02 Transfer of Interest

Each General Partner agrees not to transfer any or all or any part of its General Partnership Interest without first offering in writing to sell such interest to the Partnership and to all other Partners as provided in this Section.

(a) Notice

The transferring General Partner shall give written notice to the Partnership and to all other Partners that it desires to transfer its Partnership Interest.

(1) Written Offer

The transferring General Partner shall attach to the written notice any written offer of a prospective purchaser to acquire the Partnership Interest whether or not such offer is from an existing Partner. This notice shall be complete in all details respecting the purchase price and terms of payment.

(2) Genuine Offer

The transferring General Partner shall certify in the written notice that the offer is genuine and in all respects what it purports to be.
(b) Right to Purchase

The Partnership or the other Partners as they shall agree shall have the right to purchase the General Partner’s Partnership Interest according to the terms of the written offer (except as modified below) by written notice to the transferring General Partner of its intent to purchase such interest, such notice to be delivered to the transferring General Partner within 90 days following the date on which the transferring General Partner’s written offer is delivered to the Partnership.

If the Partnership and the other Partners cannot agree who among themselves will purchase the interest, then the Partnership shall have the sole right to purchase hereunder. The other General Partners eligible to vote, if any, shall act on behalf of the Partnership by majority vote. If there is no General Partner, the Limited Partners may act on behalf of the Partnership. If such notice of intent to purchase is given, closing of the sale will occur at the principal office of the Partnership (as designated in this Agreement) within 120 days from the date of the notice of intent to purchase.

Payment of the purchase price shall be made, at the option of the Partnership or the purchasing Partners, as the case may be (1) upon the payment terms of the written offer or (2) by delivery of a promissory note made by the Partnership or the purchasing Partners, as the case may be, for the amount of the purchase price, such note to bear interest at the Applicable Federal Rate for such notes on the unpaid balance of principal, such principal together with interest thereon to be payable in ten equal annual installments, the first such installment to be due and payable on the first anniversary of the note and subsequent installments to be due and payable on each anniversary date thereafter until the note is paid in full. If a note is given, such note may be prepaid in whole or in part at any time without penalty and shall provide for acceleration of the unpaid balance of principal and interest upon demand of any default on any payment thereunder if not cured within 60 days after receipt by the purchaser of written notice of such default. Such note shall be unsecured.

(c) Right to Transfer to Third Party

If the Partnership and the other Partners elect not to purchase the transferring General Partner’s Partnership Interest, the transferring General Partner shall be free to transfer its Partnership Interest to the prospective purchaser who made the genuine offer to the transferring General Partner for the purchase price, terms, and conditions contained in the original genuine offer for a period of 60 days from the expiration of the 90 day period referred to in subsection (b) above or the sooner date upon which the Partnership notifies the transferring General Partner in writing that the Partnership and the other Partners elect not to purchase such interest. If the sale of transferring General Partner’s Partnership Interest to the prospective purchaser is not closed within such 60 day period, then the transferring General Partner may not transfer the transferring General Partner’s
General Partnership Interest to the prospective purchaser without once again offering the General Partnership Interest as provided in this Section.

Section 11.03 Consequences of Transfer

Upon the transfer by a General Partner of all or any portion of its General Partnership Interest, the transferred interest shall be converted into a Limited Partnership interest unless all remaining Partners eligible to consent provide consent in writing to such Partnership Interest remaining a General Partnership Interest. The transferee of the General Partnership Interest that is to become a Limited Partnership interest shall be an Assignee until the Assignee satisfies the requirements herein including those of either Section 11.04 to become a Substitute General Partner or Section 12.04 to become a Substitute Limited Partner. Until such time as Assignee is admitted as a Partner, Assignee shall have only those rights set forth in Section 12.05 of this Agreement.

If all remaining General Partners and all Limited Partners eligible to consent provide consent, a transferee shall become a Substitute General Partner only after:

(a) Delivery of Required Documents

The transferor General Partner or its Trustee or personal representative, as the case may be, and its transferee (1) execute, acknowledge, and deliver to the Partnership such instruments of transfer and assignment as are in form and substance satisfactory to the Partnership; and (2) furnish to the Partnership such assurances as the Partnership may request, including, without limitation, an opinion of counsel to the Partnership, that the transferring General Partner’s interest in the Partnership has been registered for sale under the Securities Act of 1933, as amended, and under all applicable state securities laws or that such registration under the said Securities Act of 1933 and under all applicable state securities laws is not required and that the transfer will not cause a termination of the Partnership under Section 708(b) or any other provision of the Code; and

(b) Payment of Reasonable Expenses

The transferee pays all reasonable expenses connected with such substitution, and agrees to be bound by the terms and provisions of this Agreement by becoming a signatory hereto.

Section 11.04 Permitted Transfers

During the lifetime of an individual General Partner, a General Partner (“GP”) may transfer his or her General Partnership Interest to any other General Partner, or to any other Person, who becomes a General Partner upon such transfer by the unanimous written consent of all Partners eligible to consent (referred to hereafter as a “Transferee GP”), or to a trust created by a General Partner as a Grantor, Settlor, Donor, Trustor, or Trustmaker (hereafter all referred to as “Grantor”) for the benefit of a General Partner or for one or more members of a General
Partner's Immediate Family, so long as a Trustee of that trust is a GP or a Transferee GP and the proposed transfer does not:

Cause the partnership to terminate for Federal Income Tax purposes, unless all Partners eligible to consent provide consent to waive this restriction;

Result in any event of default as to any secured or unsecured obligation of the partnership;

Cause a reassessment by any taxing jurisdiction of any real property owned by the partnership, unless all General Partners eligible to consent and a majority in interest of all Limited Partners eligible to consent provide consent to waive this restriction; or,

Cause other adverse material impact to the partnership.

Upon the death of an individual Person who was a General Partner for his or her own account (the "decedent"), his or her General Partnership Interest may be transferred by his or her will which has been duly admitted to probate, pursuant to a valid trust document signed by that individual Person, or by a written and acknowledged or otherwise validly executed non-probate transfer document including a beneficiary designation signed by that individual Person as follows. It (the "GP" interest) may be transferred to one of the following transferees named in the decedent's Will: (a) immediately to any individual Person or Trustee who or entity which is a General Partner, (b) to any other individual Person, Trustee, or entity who or which is (such transfer to be effective when he, she, or it becomes) a Transferee GP, (c) immediately to one or more Immediate Family Member(s) of the deceased General Partner, (d) immediately to the Trustee(s) of a trust created for the benefit of a General Partner and/or one or more Immediate Family Members of the deceased General Partner, or (e) at all times during the administration of a General Partner's probate estate, the Person named in that General Partner's Last Will and Testament as his or her personal representative, executor, or executrix.

Transfers of General Partnership Interests under this Section 11.04 shall not require (1) the approval of any other Partner (other than the consent of Partners needed as provided above for a Transferee GP) or (2) compliance with the provisions of Section 11.02 herein. These interests transferred shall continue as General Partnership Interests.

Section 11.05 General Partnership Interest Converted to Limited Partnership Interest Under Certain Circumstances

All General Partners eligible to vote (including the General Partner owning the Partnership Interest subject to a foreclosure or sale) may vote to convert a General Partnership Interest to a Limited Partnership Interest upon:

The entry of an order of a court of competent jurisdiction that would have the effect of transferring the General Partnership Interest or conveying an interest in
the General Partnership Interest to any Person other than another General Partner; or

The issuance by a court of competent jurisdiction of a lawful charging order against the General Partnership Interest; or,

Any other voluntary or involuntary transfer of the General Partnership Interest that is not authorized or approved under this Article but which, by law, the Partnership is required to recognize.

Upon the conversion of a General Partnership Interest to a Limited Partnership Interest under this Section, the General Partner previously owning the General Partnership Interest will cease to be a General Partner and will instead be a Limited Partner without any right or obligation to participate in the management of the Partnership. Any transferee of a converted Partnership Interest will be an Assignee until such time as the requirements for becoming a Substitute Limited Partner under this Agreement are met, including the requirements under Section 12.04.

In addition, upon the conversion of a General Partnership Interest to a Limited Partnership Interest under this Section, the Partnership shall have the unilateral option to acquire the former General Partner’s Partnership Interest (hereby converted to a Limited Partner Partnership Interest) for its fair market value upon the same terms and conditions as the Partnership is permitted to acquire Limited Partnership Interests as provided in Section 12.12.

The Partners acknowledge that the General Partner possesses managerial skills essential for the continued operation of the business of the Partnership and therefore the foreclosure upon, or other court-ordered sale of, a General Partnership Interest would unduly interfere with the business and management of the Partnership. Accordingly, the transfer of a General Partnership Interest upon foreclosure or sale pursuant to court order will not be recognized without the express written consent of all Partners eligible to consent.

If a court orders the foreclosure of a General Partnership Interest, notwithstanding the provisions of this Article, and the General Partners vote to convert that General Partnership Interest into a Limited Partnership Interest and the Partnership elects not to acquire all of such Partnership Interest, then all Partners electing to do so (other than the General Partner owning the Partnership Interest subject to foreclosure or sale) shall have the option, exercisable at any time prior to the consummation of the foreclosure or other court-ordered sale, to proportionally redeem or purchase all or any portion of the Partnership Interest that is subject to foreclosure or other court-ordered sale in proportion to the acquiring Partners’ then existing Partnership Interests. This option to acquire the Partnership Interest that is subject to foreclosure or other court-ordered sale shall be for its fair market value upon the same terms and conditions as the Partnership is permitted to acquire Limited Partnership Interests as provided in Section 12.12.
Article Twelve
Transfer of Partnership Interests by a Limited Partner

Section 12.01 Restrictions on Transfer

Except as provided in this Article, a Limited Partner is prohibited from selling, assigning, transferring, mortgaging, pledging, encumbering, hypothecating or otherwise disposing of (collectively hereinafter referred to in this Article as “transferring” or “transfer”, as the case may be) all or any part of any Limited Partnership Interest without the unanimous written consent of all Partners eligible to consent.

Except as otherwise specifically provided herein, whenever Partner consent is permitted or needed herein, the Partners shall have no obligation to give such consent, nor shall they be subject to liability for withholding consent. Any attempted or purported transfer of a Limited Partnership Interest or the admission of a Substitute Limited Partner in violation of the provisions of this Article is null and void.

Section 12.02 Transfer of Interest

Each Limited Partner hereby agrees not to transfer all or any part of its Limited Partnership Interest without first offering in writing to transfer such interest to the Partnership and to all other Partners as provided in this Section.

(a) Notice

The transferring Limited Partner shall give written notice to the Partnership and to all other Partners that it desires to transfer its Partnership Interest.

(1) Written Offer

The transferring Limited Partner shall attach to the written notice any written offer of a prospective purchaser to buy the interest whether or not such offer is from an existing Partner. This notice shall be complete in all details respecting the purchase price and terms of payment.

(2) Genuine Offer

The transferring Limited Partner shall certify in the written notice that the offer is genuine and in all respects what it purports to be.

(b) Right to Purchase

The Partnership or the other Partners as they shall agree shall have the right to purchase the Limited Partnership Interest in accordance with the terms of the
written offer (except as modified below) by written notice to the transferring Limited Partner of its intent to purchase such interest, such notice to be delivered to the transferring Limited Partner within 90 days following the date on which the transferring Limited Partner’s written offer is delivered to the Partnership.

If the Partnership and the other Partners cannot agree who among themselves will purchase the interest, then the Partnership shall have the sole right to purchase hereunder. If such notice of intent to purchase is given, closing of the sale shall occur at the principal office of the Partnership (as designated in this Agreement) within 120 days from the date of the notice of intent to purchase.

Payment of the purchase price shall be made, at the option of the Partnership or the purchasing Partners, as the case may be (1) upon the payment terms of the written offer or (2) by delivery of a promissory note made by the Partnership or the purchasing Partners, as the case may be, for the amount of the purchase price, such note to bear interest at the Applicable Federal Rate for such notes on the unpaid balance of principal, such principal together with interest thereon to be payable in ten equal annual installments, the first such installment to be due and payable on the first anniversary of the note and subsequent installments to be due and payable on each anniversary date thereafter until the note is paid in full. If a note is given, such note may be prepaid in whole or in part at any time without penalty and shall provide for acceleration of the unpaid balance of principal and interest upon demand in the event of any default on any payment thereunder if not cured within 60 days after receipt by the purchaser of written notice of such default. Such note shall be unsecured.

(c) Right to Sell to Third Party

In the event the Partnership and the Partners elect not to purchase the selling Limited Partner’s Limited Partnership Interest, the transferring Limited Partner shall be free to transfer its interest to the prospective purchaser who made the genuine offer to the transferring Limited Partner for the purchase price, terms and conditions contained in the original genuine offer for a period of 60 days from the expiration of the 90 day period referred to in subsection (b) above or the sooner date upon which the General Partner notifies the transferring Limited Partner in writing that the Partnership and the other Partners elect not to purchase such interest. If sale of the transferring Limited Partner's Limited Partnership Interest to the prospective purchaser is not closed within the 60 day period, then the transferring Limited Partner may not transfer the transferring Limited Partner’s Limited Partnership Interest to the prospective purchaser without once again offering the Partnership Interest as provided in this Section.

If the transfer of the Limited Partner’s Partnership Interest is not approved by all of the remaining Partners, then the holder of such Limited Partnership Interest shall have only the interest of an Assignee.
Section 12.03 Transfer to Other Partners and Immediate Family Members

A Limited Partner may make the following transfers discussed in this Section 12.03 of all or any portion of his, her, or its Limited Partnership Interest with the consent of the General Partner but without the consent of any other Partner and without an offer being made to other Partners or to the Partnership; provided, however, the proposed transfer does not:

- Cause the partnership to terminate for Federal Income Tax purposes, unless all Partners eligible to consent provide consent to waive this restriction;
- Result in any event of default as to any secured or unsecured obligation of the partnership;
- Cause a reassessment by any taxing jurisdiction of any real property owned by the partnership, unless all General Partners eligible to consent and a majority in interest of all Limited Partners eligible to consent provide consent to waive this restriction; or,
- Cause other adverse material impact to the partnership.

The transferees of all such transferred interests, including those in Section 12.03(a), (b), and (c), shall have only the interest of an Assignee in such transferred interest (even if the transferee is already a partner) unless all of the remaining Partners eligible to consent provide their consent, pursuant to the other provisions herein, that the Assignee of such transferred interest shall become a Substitute Limited Partner.

(a) Transfers to Partners, Immediate Family Members, Trusts, Custodians and Charities

A Limited Partner ("LP") may transfer any portion of his or her Limited Partnership Interest (i) to any other Partner, (ii) to a member of the Immediate Family of any Partner, (iii) for the benefit of a Partner or for one or more members of the Immediate Family of a Partner to a Trust or to a Custodian (under the Uniform Gifts to Minors Act ("UGMA") or the Uniform Transfers to Minors Act ("UTMA")), or (iv) to a Charity or Charitable Trust.

(b) Assignments from Trusts

A Limited Partner that is a Trust may assign a portion of its Partnership Interest to any Immediate Family member of a Partner who is a beneficiary of said trust or to a Partner who is a beneficiary of said trust, or to another trust wherein such Immediate Family members are beneficiaries thereof or such Partner is a beneficiary thereof.
(c) Custodianships to Adult Owner

Any Partnership Interest or Assignee interest which is held by a Custodian for a minor (the beneficiary) under UGMA (the Uniform Gifts to Minors Act), UTMA (the Uniform Transfers to Minors Act) or any similar legislation shall be fully transferable to the (beneficiary) minor when that minor reaches the age of termination of such custodianship under the applicable statute. Provided, however, the consent of the General Partner is not needed for this transfer.

Section 12.04 Conditions Required to Become a Substitute Limited Partner

No Assignee of all or any portion of a Limited Partnership Interest shall become a Substitute Limited Partner with respect to such transferred interest unless and until all of the conditions set forth in this Section have been fully satisfied, except to the extent that the General Partner may, in its sole discretion, waive a condition.

(a) Consent of the Partners

All General and Limited Partners eligible to consent (except an assigning Partner), in their sole and absolute discretion, must consent in writing to the admission of the Assignee as a Substitute Limited Partner. Until such time as Assignee is admitted as a Substitute Partner, Assignee shall have those rights set forth in Section 12.05 of this Agreement.

However, if the written consent has not been obtained to the admission of an Assignee as a Limited Partner within six months following the date of the transfer of the Partnership Interest, all General and Limited Partners will be deemed to have consented to and accepted the admission of the Assignee as a Partner unless written or oral notice is given to the General Partner by one or more of the General or Limited Partners (other than the Partner whose entire interest was converted to an Assignee interest) that such Partner or Partners object to the admission of the Assignee as a Partner in the Partnership.

(b) Executed Assignment

The fully executed and acknowledged written instrument of assignment setting forth the intention of the transferor of such Partnership Interest that the Assignee become a Substitute Limited Partner must be delivered to the General Partners for all transferees except for existing partners.

(c) Execution of All Other Agreements

The transferor of such Partnership Interest and the Assignee must execute any other instruments the General Partner may deem necessary or desirable to effect the admission of the Assignee as a Substitute Limited Partner, including: (1) the written acceptance and adoption by the Assignee of this Agreement and the
Assignee's execution, acknowledgment and delivery to the General Partner of a Power of Attorney, the form and content of which is provided in Section 15.02 of this Agreement; and (2) such instruments of transfer and assignment as are in the form and substance satisfactory to the Partnership.

(d) Payment of a Reasonable Transfer Fee

A reasonable transfer fee must be paid by the Assignee to the Limited Partnership except that no transfer fee shall be required upon the voluntary transfer by a Partner to an Affiliated Person, a Charity, or another Partner. The General Partner may, in its sole and absolute discretion, establish the amount of the transfer fee on a case-by-case basis.

Section 12.05 Rights of An Assignee

If an Assignee of a Partnership Interest is not admitted as a substitute Limited Partner, such Assignee shall nevertheless be entitled to receive such distributions from the Partnership as the transferring Partner would have been entitled to receive under this Agreement with respect to such Partnership Interest had the transferring Partner retained such Partnership Interest. An Assignee of a Partnership Interest shall have the same rights that a Partner has with respect to all matters pertaining to a Reinvestment Agreement in connection with such Partnership Interest. And such Assignee shall have the same rights and duties relative to transferring its interests as an Assignee in the Partnership Interest to the same extent as a Partner would have to transfer such Partnership Interest under this Agreement had the transferring Partner retained such Partnership Interest. The Assignee shall be subject to the same duties and restrictions regarding transferring a partnership interest as a Partner would have been under this Agreement, including, but not limited to, the provisions in Section 12.02. A transferee of an Assignee’s interest shall be an “Assignee.”

The effective date of an admission as a Substitute Limited Partner is the date on which all Partners accept the Assignee as a Substitute Limited Partner in accordance with this Agreement.

Until the effective date that an Assignee is admitted as a Substitute Limited Partner, both the Partnership and the Partners may treat the assignor of the transferred interest as the absolute owner of the transferred interest except with respect to (1) any partnership distributions made which are attributable to the transferred interest and (2) the rights to transfer its interests.

An Assignee has fewer rights than a Limited Partner. Limited Partners have voting rights, while Assignees do not have voting rights. Limited Partners have legal and economic rights, while Assignees have the right to (1) receive economic benefits and (2) transfer interests of an Assignee.

Each Assignee and each transferee of any interest in this Partnership shall be bound by all of the terms and conditions of this Agreement.
Section 12.06 Amendment of Agreement and Certificate of Formation

If required by law, upon the admission of a new Partner, the General Partners will be required to amend this Limited Partnership Agreement and/or the Certificate of Formation only quarterly to reflect the substitution of Limited Partners.

(a) Substitute Limited Partner Acceptance Upon Amendment

An Assignee shall not be a Substitute Limited Partner until this Limited Partnership Agreement is amended as contemplated by this Section, but only if such amendment is required by law.

(b) Assessment of Fees

The General Partner may assess the fees, costs and expenses of any amendments by reason of the admission of a Substitute Limited Partner against the Substitute Limited Partner whose entry into the Partnership is, in the opinion of the General Partner, necessitating such amendments.

Section 12.07 Death or Disability of a Limited Partner

If a Limited Partner who is an individual dies or the Limited Partner becomes incapacitated (as defined in Section 2.01(o) herein) in managing the Limited Partner’s person or property, the Limited Partner’s executor, administrator, guardian, conservator, trustee (who has authority over such Partnership Interest), or other legal representative who has authority over such Partnership Interest may exercise all of the Limited Partner’s rights and powers to settle the Limited Partner’s estate or administer the Limited Partner’s property but shall not have the power to vote with respect to such Partnership Interest. Such Partnership Interest shall not be required or included in determining any vote or consent of the Partners.

If a Limited Partner becomes disabled or dies, the following provisions shall apply without the necessity of an offer being made as provided for in Section 12.02:

(a) Incapacity of a Limited Partner

If a Limited Partner is an individual Person and he or she becomes incapacitated or disabled, the following Persons, in the following order, may exercise all of the Limited Partner’s rights and voting authority and shall be entitled to receive distributions of cash or other property from the Partnership on behalf of the Limited Partner: (i) the duly authorized trustee of a Trust established by that Limited Partner for his or her benefit (with or without other beneficiaries), (ii) the agent of a disabled Limited Partner, acting under a durable power of attorney or (iii) a guardian or conservator acting under appropriate legal authority.
(b) Death of a Limited Partner

If a Limited Partner is an individual Person owning his or her partnership interest for his or her own account or if an individual Person is the beneficiary of a trust which holds a limited partnership interest and such Person has, pursuant to the terms of that trust, a power to appoint the assets of the trust upon his or her death, the limited partnership interest held by that Person or trust may pass as the interest of an Assignee without the consent of any other partner and without an offer being made to other Partners or to the Partnership to:

i. an Immediate Family member or another partner;

ii. a trust or Custodianship (pursuant to UGMA or UTMA) established for the benefit of one or more Immediate Family Members or other partners; or

iii. a Charity or Charitable Trust; and

iv. during the administration of a Limited Partner’s probate estate, the Person(s) named in that Limited Partner’s Last Will and Testament as his or her personal representative, executor, or executrix.

Such interest may pass under the Last Will and Testament of that individual Person which has been duly admitted to probate, under the dispositive provisions of a valid trust in which that individual holds the power of appointment, or under a written and acknowledged non-probate transfer document including a beneficiary designation signed by that individual.

All partnership interests transferred as described in this Section 12.07(b) shall upon their transfer become only the interest of an Assignee until the recipient of such interest is duly admitted as a Substitute Limited Partner pursuant to the terms of this Agreement.

(c) Transferee Bound By This Agreement

Each Assignee and each transferee of any interest in this Partnership shall be bound by all of the terms and conditions of this Agreement.

Section 12.08 Transfers Which May Result in Termination of Partnership

Notwithstanding anything in this Agreement to the contrary, no Limited Partner may transfer all or any portion of its interests in the Limited Partnership if such transfer would in the sole and unreviewable opinion of the General Partner result in the termination of the Partnership under the then applicable provisions of the Code or of the Act, unless all General Partners eligible to consent provide consent to waive this prohibition on transfer.
Section 12.09 Limited Partners May Vote Transferred Interests

A Limited Partner eligible to vote shall, solely for the purpose of determining the Partnership Interest held by it in weighing its vote, be deemed the holder of any Partnership Interests assigned by the Limited Partner with respect to which the Assignee thereof has not become a Substitute Limited Partner.

Section 12.10 Opinion of Counsel

In addition to the other requirements of this Article, no Limited Partner may sell, transfer, assign, give or encumber a Limited Partnership Interest without first delivering to the General Partner, upon the General Partner’s request, a written opinion of counsel (in a form satisfactory to the General Partner) to the effect that such sale, transfer, assignment, gift or encumbrance:

a. will not result in a termination of the Partnership within the meaning of the Act or Code Section 708(b); and

b. does not violate any applicable federal or state securities laws.

Section 12.11 Non-Recognition of an Unauthorized Transfer or Assignment

The Partnership shall not be required to recognize the interest of any transferee or Assignee who has obtained a purported interest as a result of a transfer or Assignment of ownership that is not an authorized transfer or Assignment. If the ownership of a Partnership Interest is reasonably in doubt, or if there is reasonable doubt as to who is entitled to be allocated income or to a distribution to the owner of a Partnership Interest or the interest of an Assignee, the Partnership may withhold distributions from the transferee or Assignee until these issues are reasonably resolved as to the merits. Based upon that resolution, income properly allocated to the Partner or Assignee whose interest is in question shall be credited to their capital account and withheld distributions shall be made to the appropriate payee.

Section 12.12 Effect Upon a Limited Partnership Interest Acquired Without Consent

If any Person or agency should acquire the interest of a Limited Partner, including voting rights, as the result of:

a. an order of a court of competent jurisdiction which the Partnership is required by law to recognize; or,

b. being subject to a lawful “charging order” by a court of competent jurisdiction; or,

c. a levy or other transfer of a Partnership Interest, with voting rights, which the Partnership has not approved but which the Partnership is required by law to recognize, then

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the Partnership shall have the unilateral option to acquire all or any portion of the interest of the transferee for its fair market value as the interest of an Assignee upon the following terms and conditions.

(a) Written Notice of Intent to Purchase

The Partnership shall have the option to acquire the interest by giving written notice to the transferee of its intent to purchase the interest within 90 days from the date it is finally determined that the Partnership is required to recognize the transfer.

(b) Exercise of Option and Date of Valuation

The Partnership shall have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the Partnership Interest or Assignee interest. The valuation date for the Partnership Interest or the interest of an Assignee will be the first day of the month following the month in which notice is delivered.

(c) Written Appraisal Requirement

Unless the Limited Partnership and the transferee or Assignee agree otherwise, the fair market value of a Limited Partner's Partnership Interest or the interest of the Assignee to be acquired by the Partnership shall be determined by the written appraisal of such interest by a Person selected by the Partnership that is qualified to perform business appraisals and to value partnership interests.

(d) Acceptance or Rejection of Appraisal

The transferee or Assignee must accept or reject the valuation report within 30 days from the date it is delivered. If not rejected in writing within the required period, the report will be accepted as written. If rejected, closing of the sale will be postponed until the first Tuesday of the month following the month in which the valuation of the Partnership Interest or Assignee interest is resolved as provided herein, including as provided in Article Fourteen. Until the closing, the transferee or Assignee will not be eligible to vote with respect to the Partnership Interest, but will be entitled to all items of income, deduction, gain or loss from the Limited Partnership interest, plus any additions or subtractions therefrom. The transferee of the interest shall be an Assignee until all conditions have been satisfied for the transferee to become a Substitute Limited Partner.

(e) Date of Closing

Closing of the sale will occur at the principal office of the Partnership (as designated in this Agreement) at 10 o'clock A.M. on the first Tuesday of the month following the month in which the valuation report is accepted by the transferee (the "Closing Date").
(f) Payment of Terms Upon Exercise of Option

In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 10 equal annual installments (or, if the remaining term of the Partnership is less than 10 years, in equal annual installments over the remaining term of the Partnership) with interest thereon at market rates, adjusted annually as of the first day of each calendar year at the option of the Partnership.

In determining whether the remaining term of the Partnership is less than ten (10) years, the Partnership may assume that any option to extend the Partnership term will be exercised by the Partners. If the option to continue is not exercised, then the balance will become due and payable immediately upon dissolution of the Partnership.

(1) Interest

The term “market rates” will mean the rate of interest identified as the “prime rate” by the WALL STREET JOURNAL in its Money Rates column, or, if two or more rates are reported as the “prime rate,” the average of the two or more. If Code Sections 483 and 1274A apply to this transaction, the minimum rate of interest of the purchase money obligation will be fixed at the rate of interest then required by those sections.

(2) Payment Dates

The first installment of principal, with interest due thereon, will be due and payable on the first day of the calendar year following the closing date, and subsequent annual installments, with interest due thereon, will be due and payable, in order, on the first day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Partnership shall have the right to prepay all or any part of the purchase money obligation at any time without premium or penalty.

(g) Suspension of Voting Rights During Option Period

Except for a Limited Partner whose interest is being acquired without its consent, neither the transferee of an unauthorized transfer or the Limited Partner consenting to or causing the transfer will have the right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.
(h) If Partnership Does Not Acquire Limited Partnership Interest

If a court orders the foreclosure of a Limited Partnership Interest, notwithstanding the provisions of this Article, and the Partnership elects not to acquire all of such Limited Partnership Interest, then all Partners electing to do so (other than the Limited Partner owning the Partnership Interest subject to foreclosure or sale) shall have the option, exercisable at any time prior to the consummation of the foreclosure or other court-ordered sale, to proportionally redeem or purchase all or any portion of the Partnership Interest that is subject to foreclosure or other court-ordered sale in proportion to the acquiring Partners’ then existing Partnership Interests. This option to acquire the Partnership Interest that is subject to foreclosure or other court-ordered sale shall be for its fair market value upon the same terms and conditions as the Partnership is permitted to acquire Limited Partnership Interests as provided in this Section.

Section 12.13 Assignee to Assume Tax Liability

Each Assignee of a Limited Partnership Interest as well as any Person who acquires a charging order against a Partnership Interest shall report income, gains, losses, deductions and credits with respect to such Limited Partnership Interest for the period in which the Assignee interest is held or for the period the charging order is outstanding. The General Partner shall deliver to the Assignee or the holder of such charging order, as the case may be, all State and Federal tax forms required to be delivered to partners generally indicating that the income, gains, losses, deductions, and credits from such Partnership Interest have been allocated to the holder of the Assignee interest or the holder of the charging order.
Article Thirteen
Dissolution and Termination

Section 13.01  Events of Dissolution
The Partnership shall be dissolved only upon the occurrence of an event described in this Section.

(a)  Date Designated by the General Partner
The Partnership shall be dissolved on a date designated by the General Partner with the unanimous written consent of all Limited Partners eligible to consent.

(b)  Death or Disability (or Incapacity) of All General Partners Who Are Natural Persons Unless Other General Partners Remain
If and when there is no General Partner, the Partnership shall be dissolved unless within 90 days after the date of the event causing dissolution, a majority in Partnership interest of the Partners choosing to continue the Partnership elect in writing to continue the Partnership pursuant to Section 13.02.

(c)  Judicial Dissolution
Entry of a decree of judicial dissolution by a court of competent jurisdiction.

(d)  End of Partnership Term
In any event, the Partnership shall be dissolved on December 31, 2099.

Section 13.02  Continuation of Partnership
Upon dissolution, the Partnership shall thereafter conduct only activities necessary to wind up its affairs, unless within 90 days after the date of the event causing dissolution Partners choosing to continue the Partnership (the “remaining Partners” for purposes of this Section 13.02) shall elect in writing to continue the Partnership.

(a)  Election of Successor General Partner
If an election to continue the Partnership is made, then a successor General Partner who shall agree to serve shall be elected by a majority in interest of the Limited Partners.
(b) Operation of the Partnership

Upon the election of a successor General Partner the Partnership shall continue to operate until the end of the term for which it is formed, or until the subsequent death, disability or incapacity, bankruptcy, or withdrawal of the General Partner, in which case the Partners may again elect under this provision to continue the Partnership.

(c) Continuation upon Dissolution

If, upon the dissolution of the Partnership, whether by expiration of the partnership term or by any other cause, all of the remaining Partners agree in writing to continue the Partnership, the Partnership shall continue for such additional term as may be agreed upon by the Partners. Prior to voting on the continuation of the Partnership, the Partnership shall redeem the Partnership Interest of any Partner opposed to continuing the Partnership for an additional term and thereafter the Partnership Interest of each (redeemed) Partner shall be deemed terminated. Such redemption shall be accomplished by distributing Partnership property (cash and/or in kind, as determined in the sole and absolute discretion of the General Partner) to each such (redeemed) Partner in an amount equal to either, as chosen by such (redeemed) Partner, (i) that Partner’s Capital Account or (ii) the appraised value of that Partner’s Partnership Interest; provided, however, the appraiser used to appraise such value shall be chosen in the sole and absolute discretion of the remaining General Partner. Unless otherwise agreed to among the Partnership and each and every (redeemed) Partner, payment of the redemption amount to each (redeemed) Partner shall be made in the following manner as determined in the sole and absolute discretion of the remaining General Partner: (1) in full and paid within the first one hundred eighty (180) days of such additional term of the Partnership’s continuation; or, (2) by delivery of a promissory note made by the Partnership for the amount of the redemption amount, with such note bearing interest at the Applicable Federal Rate for such notes on the unpaid balance of principal, and such principal together with interest thereon to be payable in ten equal annual installments (such number of annual installments in said note to be determined in the sole and absolute discretion of the General Partner), and with the first such installment to be due and payable on the first anniversary of the note and subsequent installments to be due and payable on each anniversary date thereafter until the note is paid in full. If a note is given, then such note may be prepaid in whole or in part at any time without penalty and shall provide for acceleration of the unpaid balance of principal and interest upon demand of any default on any payment thereunder if not cured within 60 days after receipt by the Partnership of written notice of such default, and such note shall be unsecured.
(d) No General Partner

If there is no General Partner, the Limited Partners shall designate in the manner then proscribed, permitted, or required under applicable state law, one or more General Partners; provided, however, that in no case shall such designation be made by the affirmative vote of less than a majority of the then outstanding Partnership Interests.

Section 13.03 Effective Date of Dissolution

Absent the election to continue the Partnership as provided in Section 13.02 of this Article, dissolution of the Partnership shall be effective on the date on which the event occurs giving rise to the dissolution, but the Partnership shall not be wound up until the Partnership’s Certificate of Formation is canceled and the assets of the Partnership have been distributed as provided in this Agreement.

Section 13.04 Operation of the Partnership After Dissolution

During the period in which the Partnership is winding up, the business of the Partnership and the affairs of the Partners shall continue to be governed by this Agreement.

Section 13.05 Liquidation of the Partnership Property

Upon dissolution of the Partnership, the General Partner or, in the absence of a General Partner, a liquidator appointed by a majority in interest of the Limited Partners, shall liquidate the Partnership Property, apply and distribute the proceeds derived from the liquidation of the Property as contemplated by this Agreement, and cause the cancellation of the Partnership’s Certificate of Formation.

(a) Payment of Partnership Creditors and Provision for Reserves

The proceeds derived from the liquidation of Partnership Property shall first be applied toward or paid to any creditor of the Partnership, including Partners who are creditors other than solely because such Partner is entitled to a distribution. The order of priority of payment to any creditor shall be as required by applicable state law. After payment of liabilities owing to creditors the General Partners or liquidator shall set up such reserves as they deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership.

(I) Ability to Create an Escrow Account

Any reserves for contingent liabilities may, but need not, be paid over by the General Partner or liquidator to a bank to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations.
(2) Distribution of Reserves

Following the expiration of such period as the General Partner or liquidator may deem advisable, such remaining reserves shall be distributed to the Partners or their assigns in the order of priority set forth in the provisions of this Agreement relating to distributions to the Partners.

(b) Distribution of Property After the Payment of Liabilities and Establishment of Reserves

After paying such liabilities and providing for such reserves, the General Partner or liquidator shall cause the remaining net assets of the Partnership to be distributed in proportion to the Partners’ positive Capital Account balances.

(c) Non-Cash Assets

If any part of the net assets distributable to the Partners consists of notes or accounts receivable or other non-cash assets, the General Partner or liquidator may take whatever steps it deems appropriate to convert such assets into cash or any other form to facilitate distribution. If any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of their fair market value at the date of distribution. For purposes of maintaining capital accounts, such assets shall be distributed on the basis of their fair market value at the date of distribution.

Section 13.06 Partnership Assets Sole Source

The Partners, Assignees, and transferees of Partnership Interests shall look solely to the Partnership’s assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their capital contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all of its debts and liabilities to Persons other than Partners, Assignees, and transferees of Partnership Interests is insufficient to return the Partner’s capital contributions, they shall have no recourse therefor against the Partnership or any other Partners, except to the extent that such other Partners may have outstanding debts or obligations owing to the Partnership.

Section 13.07 Sale of Partnership Assets During Term of the Partnership

The sale of Partnership Assets during the term of the Partnership shall not be considered a liquidation of the Partnership and therefore is not a dissolution and termination as defined under this Article. The General Partner shall have the power to reinvest the sale proceeds in other property, including cash or cash equivalent accounts, real and personal, tangible or intangible, that satisfies the business strategy purposes for this Partnership. Further, the General Partner is authorized to participate in any real property exchange as defined in Code Section 1031 if this fulfills the business strategy purposes of this Partnership.
Section 13.08 Spousal Buy-Sell

Notwithstanding any provisions contained elsewhere in this Agreement ("herein"), the provisions in this Section shall apply regarding this Partnership ("LTD") when Kirit C. Daftary ("Husband") and Pramila K. Daftary ("Wife") are both alive.

Husband, individually, or the Trustee of a Revocable Living Trust to benefit him in whole or in part if one should exist ("TRTH") (Husband and/or TRTH are each and all referred to as "HLT"), shall have the sole discretion to convert to a limited partner partnership interest in this partnership ("LPI") any general partner partnership interest in this partnership ("GPI") of Wife, owned individually by her or by a Trustee of a Revocable Living Trust to benefit her in whole or in part if one should exist ("TRTW") (Wife and/or TRTW are each and all referred to as "WLT"). Such discretion may be exercised by written notice signed by HLT sent to WLT with a copy sent to the other partners. All notices provided for herein are made when they are hand delivered or sent by fax, email, or regular or certified mail or delivered to the addressee's valid address or fax number or hand delivered to HLT or WLT. WLT may at any time, by giving HLT a written notice signed by WLT with a copy sent to the other partners ("redemption notice"), cause LTD to redeem all of WLT's partnership interest (LPI and/or GPI) (also referred to as "her partnership interest").

The redemption amount and value of partnership property shall be based upon the fair market value ("value") of each of the partnership's assets and liabilities determined by agreement between HLT and WLT, or absent such an agreement, by appraisal at the time when the appraisal is made, as described below. The value of her (WLT's) partnership interest(s) ("X") is the sum of her “D” + “E” Capital Account(s) divided by the amount of all Partnership Capital Accounts (such quotient being “WLT’s %”), which is then multiplied by the value of “A”. “D” is the amount in WLT’s separate property capital account(s). E is the amount of WLT’s share, if any, in all capital accounts which are community property. “A” is the value of all partnership assets less the sum of all partnership liabilities. After “X” is determined then to that number add “B” and subtract “C” to determine the value of partnership property that WLT may receive. “B” is the total amount owed by the partnership to WLT. “C” is the total amount WLT owes to the Partnership. HLT and WLT may, if they both agree to do so, for the sake of simplicity or speed, agree (memorializing that agreement in a writing signed by them) to use the amount of “D” plus “E” instead of “X” and in that case the value of partnership property that WLT may receive would then be “D” + “E” + “B” – “C.”

The fair market value determinations with respect to determining the value of “A”, described above, may be made by the agreement of HLT and WLT, or by one appraiser chosen by the agreement of HLT and WLT. All agreement(s) referred to in this section between Husband and Wife must be memorialized in a writing signed by them. In the absence of an agreement between Husband and Wife of the value of all partnership property HLT and WLT shall each select an appraiser of their own choice and the determination of such value(s) by these two appraisers shall be final and binding on all parties; provided, however, that if both appraisers are not appointed within 60 days after the redemption notice was given or the appraisers are unable to agree upon such value(s) within 100 days after the redemption notice was given, the two selected appraisers shall agree upon a third appraiser. The determination of those three

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appraisers, pursuant to majority vote of the three appraisers, as to such value(s) shall bind HLT, WLT, and LTD (hereafter all the “parties” and individually “party”) as to such value(s). HLT and WLT shall each pay the fee and expense of the appraiser selected by such party and if another appraiser is selected, the fee of that appraiser shall be borne equally by HLT and WLT.

If the two selected appraisers cannot agree upon a third appraiser within 130 days after the redemption notice was given or if a majority of two of the three appraisers cannot agree upon the value of the partnership property within 190 days after the redemption notice was given, then either HLT or WLT may ask any Judge who hears divorce actions to appoint an appraiser to appraise the partnership property within 60 days after such appraiser is appointed. Such appraiser’s appraisal shall be used and shall be conclusive evidence as to the values of the assets and liabilities of the partnership.

Other “liquid” assets are those partnership assets which may be readily and easily converted into cash such as publicly traded securities and certificates of deposit less the amount of any early withdrawal penalty. When the value of partnership assets (discussed above) is determined, WLT may select the assets of the partnership to be used to redeem her partnership interest. She shall not, however, be entitled to withdraw an amount of cash plus other liquid assets in excess of 50% of the difference of the amount of cash plus other liquid assets of LTD less the amount of existing current liabilities (due within one year) of the partnership at the date when the redemption notice was given.
Article Fourteen
Dispute Resolution Provisions

Section 14.01 Creation of the Procedure

The procedure outlined in this Article is to be used to resolve any dispute, contest, or claim that may result between the Partners, Assignees, and purported or unauthorized transferees or between one or more of the Partners, Assignees, and purported or unauthorized transferees and the Partnership with respect to any matter that may relate to this Agreement. It is the objective and purpose of all parties to resolve all disputes, contests, and claims without litigation using the alternative dispute resolution procedures set out in this Article.

Section 14.02 Person Defined

In this Article Fourteen, the term “Person” is to have the same broad meaning as the definition thereof in Section 7701(a)(1) of the Code, as well as the meaning provided in Section 2.01. In this Article Fourteen, the term “Person” shall specifically include the Partnership, its successors and assigns, each Partner, Assignee, their successors, assigns, heirs, and personal representatives. The term “each other Person” identifies any Person or other party whose interest may be affected, adversely or otherwise, by the resolution of any dispute, contest, or claim.

Section 14.03 Initiation of Procedure

Any Person (“claimant”) that has a dispute, contest, or claim (“controversy”) arising out of or relating to this Partnership shall provide written notice to all other Limited Partners, to the General Partner and to any other Person that has an interest in the controversy describing in general terms the nature of the controversy. The notice shall designate an independent Person who shall have the authority to settle the controversy on behalf of claimant. Each Person receiving notice (“respondent”) of the controversy shall designate an independent Person as a representative who shall have the authority to settle the controversy on behalf of respondent. Written notice of the designation of the representative shall be delivered to the claimant within 10 business days from the date the respondent receives notice of the controversy.

The term “independent Person” is defined to mean an individual who is not related to or subordinate to a claimant or respondent; is not a Partner of the partnership; has nothing to gain or lose from the resolution of the dispute, contest, or claim, other than fair and reasonable compensation for services rendered. The independent Persons designated as the authorized representatives of the claimants and respondents are together referred to as the “authorized representatives.”
Section 14.04  Commencement of Procedure

The authorized representatives shall conduct an initial meeting within 30 days from the date claimant’s notice is delivered to respondents. The authorized representatives are authorized to collect and review all relevant evidence pertaining to this dispute and to negotiate and make a final determination that resolves the controversy. The resolution of the controversy by the authorized representatives shall be conclusive and binding.

If the authorized representatives do not resolve the controversy within 30 days from the date of their initial meeting, the authorized representatives shall cease direct negotiations and shall submit the controversy to mediation.

Section 14.05  Selection of a Mediator

The authorized representatives will have five (5) business days from the date they terminate direct negotiations to submit to each other a written list of Persons whom they consider to be qualified to serve as a mediator. A list of candidates may include those recognized by any court as a qualified mediator. The authorized representatives shall have fifteen (15) days thereafter to mutually select and designate the mediator.

Section 14.06  Time and Place for Mediation Conference

The authorized representatives shall promptly designate a mutually convenient time and place for the mediation.

Section 14.07  Discovery, Exchange of Information

The authorized representatives shall be entitled to fully discover, obtain, and review all information relevant to the resolution of a controversy.

Section 14.08  Summary and Development of the Evidence and the Law

Each authorized representative shall deliver to the mediator, at least seven (7) days prior to the first mediation conference, a concise written summary of fact and law pertaining to the issues to be resolved in mediation. In the dispute resolution process, legal counsel may represent each claimant or respondent. Others who may participate in the mediation process shall include accountants, appraisers, and other experts whose opinions may guide the mediator in a final resolution of the controversy.

Section 14.09  Conduct of Mediation

The mediator shall determine the format for mediation conferences. The format shall be designed to assure that both the mediator and the authorized representatives have an equal opportunity to hear and review the evidence and to hear and review all technical and legal presentations. The mediator shall determine the time schedule for the conduct of the mediation.
and shall come to a final resolution of all issues in dispute. In the event that the mediator is
unable to facilitate such a final resolution, then any remaining unresolved issues shall be subject
to arbitration as provided in Section 14.11. The mediator’s decision shall be in writing and shall
include a summary of the issues, the mediator’s determination with regard to each issue, and the
basis for the determination. The decision of the mediator shall be conclusive and binding on all
parties to the mediation.

The authorized representatives of each claimant and each respondent may at any time prior to
conclusion of mediation enter an agreement resolving the controversy, and their agreement shall
be conclusive and binding on all parties to the mediation.

The mediator may conclude mediation without a decision if he or she determines that insufficient
evidence was produced through the mediation process to support a decision.

Section 14.10 Final Determinations are Binding on All Parties

A final determination made by the authorized representatives or a mediator shall be binding upon
each Person who receives notice of a controversy even though such Person does not respond or
designate a representative or if the designated representative of such Person fails or refuses to
participate in the designation of a mediator.

Two or more claimants may designate a common representative. Likewise, two or more
respondents may designate a common representative.

The rules of mediation shall not be as established by the law of any jurisdiction but by the law of
this contract.

Section 14.11 Arbitration

To the extent a final resolution of the controversy is not made according to the alternative dispute
resolution procedures provided above (which may be the case if the authorized representatives
cannot come to agreement on the designation of a mediator or if the mediator does not make a
final decision), mandatory and binding arbitration of the controversy shall be required, and the
controversy shall be settled by arbitration according to the provisions of the Commercial
Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered
by the arbitrator(s) may be entered in any court having competent jurisdiction.

Section 14.12 Right to Seek Equitable Relief

Notwithstanding anything in this Article to the contrary, the parties shall have the right to seek
temporary restraining orders, preliminary injunctions, and similar provisional, equitable relief in
a court of competent jurisdiction if there is a material breach of this Agreement, and if the party
seeking such equitable relief has determined in good faith that the circumstances of the breach
require immediate relief.
Section 14.13  

Prevailing Party is Entitled to Recover All Reasonable Costs

In any dispute between any Partner and the Partnership or between the Partners themselves, whether in mediation, arbitration or litigation, the prevailing party shall be entitled to recover all reasonable costs incurred and the losing party shall pay all such reasonable costs, including attorney's fees, mediation costs, arbitration costs, court costs, appraisal costs, and the cost for all expert witnesses.
Article Fifteen
General Matters

Section 15.01 Successors and Assigns

Subject to the restrictions on transfers provided in this Agreement, this Agreement, and each and every provision of it, shall be binding upon and shall inure to the benefits of the Partners, their respective successors, successors-in-title, personal representatives, heirs, and assigns.

Section 15.02 Power of Attorney

Each Limited Partner (including any Substitute Limited Partner) by the execution of this Agreement, does hereby irrevocably constitute and appoint the General Partner as such Limited Partner’s true and lawful agent and attorney-in-fact, with full power and authority in the Limited Partner’s name, place, and stead, to make, execute, sign, acknowledge, swear to, deliver, file, and record such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to:

The Partnership’s Certificate of Formation and any amendments thereto;

The dissolution of the Partnership following its termination;

Any duly adopted amendments to this Agreement;

All such other instruments, documents, and certificates that may from time to time be required by the law of the State of Texas, the United States of America, or any other jurisdiction in which the Partnership shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue, and defend the valid and subsisting existence of the Partnership; and

All other instruments, including, without limitation, all instruments relating to the acquisition, holding, selling, leasing, and financing of Partnership property as the General Partner may deem necessary or desirable to carry out the provisions of this Agreement according to its terms.

The foregoing power of attorney is hereby acknowledged to be coupled with an interest and therefore is irrevocable, and shall survive the incapacity of any Limited Partner and also survives the assignment of the Limited Partner’s interest and empowers the General Partners to act to the same extent for such Substitute Limited Partner or Assignee. Any General Partner may exercise the power by a facsimile signature or by listing all of the Limited Partners executing the instrument with a signature of the General Partner as the attorney in fact for all of them. Notwithstanding the foregoing, no attorney-in-fact hereunder shall take any action that would
increase the liability of any Limited Partner beyond such Limited Partner’s liability as set forth in this Agreement.

Section 15.03 Amendment

Pursuant to the power of attorney granted in this Agreement, the General Partner, without the consent of the other Partners, may amend any provision of this Agreement and/or the Certificate of Formation and may execute, swear to, acknowledge, deliver, file, and record such documents as may be required in connection therewith, to reflect:

- a change in the name of the Partnership or the location of the principal office of the Partnership;

- the admission, substitution, or termination of Partners according to this Agreement;

- a change that the General Partner in its sole discretion determines to be necessary or appropriate to qualify, or continue the qualification of the Partnership as a limited partnership, or a partnership in which the limited Partners have limited liability under the laws of any jurisdiction, or to ensure that the Partnership will not be treated as an association taxable as a corporation for federal income tax purposes;

- a change that does not adversely affect the Limited Partners in any material respect or that is required or contemplated by this Agreement; or

- any other amendments similar to the foregoing.

Unless a lesser or greater percentage of Partnership Interests is required for a specific amendment as provided elsewhere in this Agreement, all other amendments shall require the written consent of 85% of the Partnership Interests eligible to consent.

Section 15.04 Partition

The Partners hereby agree that no Partner, nor any successor-in-interest to any Partner, shall have the right while this Agreement remains in effect to have the Property of the Partnership partitioned, or to file a complaint or institute any proceeding at law, or to demand, request, or require the liquidation or dissolution of the Partnership, the return of capital or any specific assets of the Partnership, or in equity to have the Property of the Partnership partitioned, and each Partner, on its own behalf or its successors, representative, heirs, and assigns, hereby waives any such right.

The Partners intend that during their term of this Agreement, the right of the Partners and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Partner or successors-in-interest to assign, transfer, sell, or otherwise
dispose of its interest in the Partnership shall be subject to the limitations and restrictions of this Agreement.

Section 15.05   No Waiver

The failure of any Partner to insist upon strict performance of any provision or obligation of this Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of such Partner’s right to demand strict compliance in the future. No consent or waiver express or implied, to or of any breach or default in the performance of any obligations under this Agreement, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Section 15.06   Changing the Partnership’s Situs

The situs of this Partnership may be changed only by the unanimous written consent of all Partners eligible to consent.

Section 15.07   No Duty to Mail Certificates

The General Partner shall have no obligation to deliver or mail copies of the Certificate of Formation or any amendments to the Limited Partners greater than what is required by the Act.

Section 15.08   General Matters

The following general matters of construction shall apply to the provisions of this Agreement:

(a)   Construction

Unless the context requires otherwise, words denoting the singular may be construed to include the singular and/or plural and words denoting the plural may be construed to include the plural and/or the singular.

Words of one gender may be construed as denoting another gender as is appropriate within such context.

(b)   Headings of Articles, Sections, and Paragraphs

The headings of Articles, Sections, and Paragraphs used within this Agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this Agreement.

(c)   Notices

All notices required to be given in this Agreement shall be made in writing by either:
Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by regular US Mail with proof of such mailing or by certified United States mail, return receipt requested, to the last known address of the party requiring notice, or

Electronic transmission by facsimile to the party requiring notice, provided that such party’s receipt of same is confirmed in writing, or

Electronic mail transmission to the party requiring notice, provided that such party’s receipt of same is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

(d) Delivery

For purposes of this Agreement “delivery” shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested to the party making delivery, or

Electronic transmission by facsimile to any party, provided that such party’s receipt of same is confirmed in writing, or

Electronic mail transmission to the party requiring notice, provided that such party’s receipt of same is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

(e) Applicable State Law

The validity of this Agreement shall be determined by reference to the laws of the State of Texas, unless the situs of the Partnership has been changed by unanimous consent of all Partners eligible to consent, in which case the validity of this Agreement shall be determined by reference to the laws of the then current situs.
(f) Duplicate Originals

This Agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original Agreement.

(g) Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement. The remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if the invalid provision had never been included.

(h) Acceptance

Each General and Limited Partner hereby acknowledges and confirms that he, she, or it has reviewed this Limited Partnership Agreement, accepts all its provisions, and agrees to be bound by all the terms, conditions, and restrictions of this Agreement.

(This portion intentionally left blank)
(i) Acknowledgement

Each of the Partners ("parties") acknowledge that he or she (1) was advised and urged in advance by the Attorney who prepared this Agreement to secure separate independent legal counsel in connection with signing and making this Agreement and its effect upon each of them and their property, (2) has carefully read and understood the provisions of this Agreement, as to both the subject matter and the legal effect, (3) understands that his or her rights in property may be adversely affected by this Agreement, and that there might be a conflict of interest among and between the various parties and the Partnership who sign this Agreement including, for example, substantially restricting a party’s control over property that had been held individually and which will, upon contribution to the Partnership, become substantially controlled solely by the General Partner, (4) is signing and making this Agreement voluntarily, (5) has been provided a fair and reasonable disclosure of the nature, extent, and value of the property and financial obligations of their spouse if such spouse is a party herein ("spouse"), (6) hereby voluntarily and expressly waives in this writing any right to disclosure of the property and financial obligations of such spouse beyond the disclosure already provided, (7) is fully and completely informed about the facts relating to the subject matter of this Agreement and about the rights and liabilities of the parties and of the Partnership, and (8) understands that information in connection with matters pertaining to this Agreement, the Partners and/or the Partnership that has been, is, or will be obtained by and provided to the Attorney who prepared this Agreement might not remain confidential among the various Partners and the Partnership.

IN WITNESS WHEREOF, the Partners listed below have signed this document to memorialize their agreement.

GENERAL PARTNERS:                      Date Signed

____________________________________  _______________________
Kirit C. Daftary  __________________________/20

____________________________________  _______________________
Pramila K. Daftary  __________________________/20
GENERAL PARTNERS continued:

RAJESH K. DAFTARY TRUST

Kirit C. Daftary, Trustee

Pramila K. Daftary, Trustee

Rajesh K. Daftary, Trustee and Current Special Trustee

NIKHIL K. DAFTARY TRUST

Kirit C. Daftary, Trustee

Pramila K. Daftary, Trustee

Nikhil K. Daftary, Trustee and Current Special Trustee

LIMITED PARTNERS:

Kirit C. Daftary

Pramila K. Daftary
LIMITED PARTNERS continued:

RAJESH K. DAFTARY TRUST

Kirit C. Daftary, Trustee

Pramila K. Daftary, Trustee

Rajesh K. Daftary, Trustee and Current Special Trustee

NIKHIL K. DAFTARY TRUST

Kirit C. Daftary, Trustee

Pramila K. Daftary, Trustee

Nikhil K. Daftary, Trustee and Current Special Trustee

Rajesh K. Daftary

Nikhil K. Daftary
GENERAL PARTNERS

Kirit C. Daftary
3322 Woodlake Drive
Waco, TX 76710-1263

Pramila K. Daftary
3322 Woodlake Drive
Waco, TX 76710-1263

Kirit C. Daftary, Trustee, Pramila K.
Daftary, Trustee, and Rajesh K. Daftary,
Trustee and Current Special Trustee of
the Rajesh K. Daftary Trust
3322 Woodlake Drive
Waco, TX 76710-1263

Kirit C. Daftary, Trustee, Pramila K.
Daftary, Trustee, and Nikhil K. Daftary,
Trustee and Current Special of the
Nikhil K. Daftary Trust
3322 Woodlake Drive
Waco, TX 76710-1263

LIMITED PARTNERS

Kirit C. Daftary
3322 Woodlake Drive
Waco, TX 76710-1263

Pramila K. Daftary
3322 Woodlake Drive
Waco, TX 76710-1263

Kirit C. Daftary, Trustee, Pramila K.
Daftary, Trustee, and Rajesh K. Daftary,
Trustee and Current Special Trustee of
the Rajesh K. Daftary Trust
3322 Woodlake Drive
Waco, TX 76710-1263
LIMITED PARTNERS, continued:

Kirit C. Daftary, Trustee, Pramila K. Daftary, Trustee, and Nikhil K. Daftary, Trustee and Current Special of the Nikhil K. Daftary Trust
3322 Woodlake Drive
Waco, TX 76710-1263

Rajesh K. Daftary
3322 Woodlake Drive
Waco, TX 76710-1263

Nikhil K. Daftary
3322 Woodlake Drive
Waco, TX 76710-1263
CONSENT BY PARTNERS
TO AMEND THE
AGREEMENT OF LIMITED PARTNERSHIP OF
RAJESH, LTD

The General and Limited Partners of RAJESH, (“LTD”), who would be entitle to vote upon the resolutions hereinafter set forth at a formal meeting of the Partners of LTD duly called and held for the purpose of acting upon resolutions, have signed this document below (this “Consent”) to be effective on ____________, 2012 (the “effective date”) to memorialize and evidence that these resolutions are hereby approved and ratified, to the same extent and to have the same force and effect as if such resolutions were adopted by a vote at a formal meeting of the Partners and/or owners of partnership interests of LTD duly called and held for the purpose of acting upon proposals to adopt such resolutions.

RESOLVED, that the Partners amend and restate the RAJESH, LTD Limited Partnership Agreement in an Amended and Restated Limited Partnership Agreement, which has been reviewed and found to be acceptable for signing by the Partners. This Consent is effective as of the effective date recited above.

Each signatory should print the date beside his or her signature. Each signatory may only sign once to indicate consent and agreement with respect to each (general and/or limited partner) partnership interest for which the signatory signs. This Consent may be executed in multiple counterparts; each counterpart shall be considered a duplicate original document.

GENERAL PARTNERS:

Kiril C. Daftary

Pramila K. Daftary

Date Signed

11/9/2012

11/9/2012

#186652

Tab 9 - R
GENERAL PARTNERS continued:

RAJESH K. DAFTARY TRUST

Kirit C. Daftary, Trustee 11/9/2012

Pramila K. Daftary, Trustee 11/9/2012

Rajesh K. Daftary, Trustee and Current Special Trustee 1/7/2012

NIKHIL K. DAFTARY TRUST

Kirit C. Daftary, Trustee 11/9/2012

Pramila K. Daftary, Trustee 11/9/2012

Nikhil K. Daftary, Trustee and Current Special Trustee 1/8/2012

LIMITED PARTNERS:

Kirit C. Daftary 11/9/2012

Pramila K. Daftary 1/9/2012
LIMITED PARTNERS continued:

RAJESH K. DAFTARY TRUST

Kirit C. Daftary, Trustee

Pramila K. Daftary, Trustee

Rajesh K. Daftary, Trustee and Current Special Trustee

NIKHIL K. DAFTARY TRUST

Kirit C. Daftary, Trustee

Pramila K. Daftary, Trustee

Nikhil K. Daftary, Trustee and Current Special Trustee

Rajesh K. Daftary

Nikhil K. Daftary

11/9/2012
11/9/2012
11/9/2012
11/9/2012
11/9/2012
11/9/2012
11/8/2012
11/8/2012

IRS Circular 230 Notice: The IRS now requires us to notify you that any U.S. federal tax advice contained in this communication, including attachments, was not written to be used and cannot be used to (1) avoid tax-related penalties or (2) promote, market or recommend any tax-related matters addressed herein. Please contact us if you would like a written opinion upon which you can rely for avoiding penalties.
RAJESH, LTD. ("LTD") TRUSTEE REINVESTMENT AGREEMENT

Pursuant to the LTD Partnership Agreement, each undersigned person has signed below (even if only once) (1) for every general and/or limited partner partnership interest which he, she, or it owns, (2) in each capacity in or for which he, she, or it is a partner (individually, Trustee, agent, Custodian, and/or other), and (3) if authorized to do so, on behalf of LTD. The partners and LTD (the "parties") agree to all of the following.

I am the current Trustee (signing below for all prior and current Trustees, co-Trustees, and Special Trustees) ("T’ee," “I,” “my,” “mine,” or “me”) of the RAJESH K. DAFTARY TRUST (the “Trust”), which Trust is a Limited Partner in LTD. The beneficiary(ies) of the Trust are referred to herein as “BT.” I hereby (a) elect to invest and/or treat as reinvested in LTD the amount of cash or other asset(s) which would have been or would be transferred to the Trust as the Trust’s share of a Pro Rata Distribution (based upon the Trust’s pro rata Partnership Interest (i.e., the Trust’s Limited Partner capital account(s) to all LTD capital accounts)) at the time of each distribution from LTD to one or more of its partners but was or is not transferred to the Trust (“reinvestment”), and (b) ratify all prior reinvestment(s) in LTD, if any.

I may, as T’ee, designate to the general partners (“GP”) orally or in writing the amount to reinvest or to not reinvest for the Trust.

To memorialize (1) my written and/or oral reinvestment election(s), and (2) the parties’ agreement and ratification of everything provided for in this document, it is signed on 11/9/2020 (the "effective date") or on the other dates as noted below each party’s or signator’s signature, which may include the signature of any other signator who has legal authority to sign for the Trust.

This document may be signed in multiple counterparts; each counterpart shall be considered a duplicate original document. The provisions in this document ("herein") supersede as of the effective
date any prior oral or written agreement (including, but not limited to, any prior reinvestment agreement) made by me regarding LTD on the matters covered herein.

[Note: Each party and/or signator should print the date below only if he or she signed this on a date other than the effective date indicated above.]

Rajesh K Daftary, Ptee
Signed: 11/9/20

Rajesh K. Daftary, Adult Beneficiary
Signed: 11/9/20

Kirit C. Daftary, Partner
Signed: 11/9/20

Pramila K. Daftary, Partner
Signed: 11/9/20

Rajesh K. Daftary, Trustee of the Rajesh K. Daftary Trust, Partner
Signed: 11/9/20

Nikhil K. Daftary, Trustee of the Nikhil K. Daftary Trust, Partner
Signed: 11/10/20

Rajesh K. Daftary, Partner
Signed: 11/9/20

Nikhil K. Daftary, Partner
Signed: 11/10/20

IRS Circular 230 Notice: The IRS now requires us to notify you that any U.S. federal tax advice contained in this communication, including attachments, was not written to be used and cannot be used to (1) avoid tax-related penalties or (2) promote, market or recommend any tax-related matters addressed herein. Please contact us if you would like a written opinion upon which you can rely for avoiding penalties.
Section 6.05  Affidavit of Authority of the General Partner

Any third party dealing with the Partnership may rely upon the affidavit of the General Partner, as to the General Partner’s authority to act for the Partnership, in substantially the form as follows:

Sample Affidavit of Authority of the General Partner
of
RAJESH, LTD.

On my oath and under the penalties of perjury, I swear that Kirit C. Daftary is the duly elected and authorized General Partner of RAJESH, LTD., a Texas Limited Partnership. I certify that Kirit C. Daftary has not been removed as General Partner and has the authority to act for, and bind, RAJESH, LTD. in the transaction of the business for which this affidavit is given as affirmation of my authority.

RAJESH, LTD.

By:
Kirit C. Daftary, General Partner

Sworn and subscribed before me the undersigned authority, by Kirit C. Daftary on this 20th day of February, 2019.

[Signature]
Notary Public

The above Affidavit may be appropriately modified to reflect the Person who is the General Partner or who is the fiduciary office of the individual who is authorized to act for and on behalf of an entity General Partner.

In addition to the above Affidavit of Authority, the General Partner is authorized to execute and deliver to third parties a Memorandum of Partnership, a copy of which may be attached to this Agreement as an Exhibit.

Section 6.06  Limitations on the Authority of the General Partner

The authority of the General Partner shall be limited according to this Section.
Plan Number: 19-00013-ZONE

Your plan application was submitted successfully. No fees are due at this time; we will review your application, and we will be in touch with you shortly.

Plan Number: 19-00013-ZONE

Plan Details () | Tab Elements () | Main Menu ()

Type:
Rezoning & Land Use

IVR Number:
102613

District:

Applied Date:
02/27/2019

Status:
Submitted - Online

Project Name:

Expiration Date:

Assigned To:
Wharton, Beatriz

Completion Date:

Description:
rezone 8.701 acres from O-2 & C-3 to all of the parcel being O-2
1. Additional Application Info

   **Type of Application**
   Rezoning Change Only

   **Proposed Zoning**
   O-2

   **Proposed Land Use Change**
   n/a

   Have any of these requests been made before? If yes, provide date(s)

   none known

   1. Submit certified field notes, if not subdivided with lot and block description.

2. Acknowledgments and Signatures

   **Applicant Name**
   Brian McGeady

   **Applicant Email Address**
   btrainor@bgeinc.com

   **Owner Name**
   Rajesh Ltd

   Click on the link to download all required documents along with the signature page.
   Please upload all documents to your application.

   Click Here
IT IS IMPERATIVE THAT SOMEONE REPRESENT THE APPLICANT AT EACH PUBLIC HEARING TO ANSWER ANY QUESTIONS WHICH THE COMMISSION, COUNCIL OR PUBLIC MAY HAVE. The city has adopted a Comprehensive Plan which is used as a guide in considering requests for changes in zoning. Any request should be in general conformance with that plan or the applicant should be prepared to present evidence to the Commission that the plan should be changed. The Plan Commission holds a public hearing on each request to determine the effect of the proposed uses upon the neighborhood, traffic, utilities, public health and safety and general welfare. After receiving the report and recommendation of the Plan Commission, the City Council also holds a public hearing on the application. Such hearings and their notices are given in accordance with State statutes and City ordinance regulating the rezoning of property.

| Dr. Mae Jackson Development Center - 401 Franklin Ave | Public Health District - 225 W. Waco Dr |
| Phone: (254) 750-5612 Fax: (254) 750-5624 | Phone: (254) 750-5450 Fax: (254) 750-5452 |
| Phone: (254) 750-5970 Fax: (254) 750-5624 | |
| Phone: (254) 750-5440 Fax: (254) 750-5844 | |
| Planning and Zoning (https://www.waco-texas.com/planning.asp) | |
| Phone: (254) 750-5650 Fax: (254) 750-1605 | |
SECTION 3
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/14/2019 at 11:28:24 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.