



NOTICE OF A MEETING
Brenham Community Development Corporation
Thursday, June 22, 2023 @ 7:30 a.m.
City Hall – 2nd Floor Conference Room
200 W. Vulcan St.
Brenham, Texas

1. **Call Meeting to Order**
2. **Invocation and Pledges to the U. S. and Texas Flags**

WORK SESSION

3. **Discussion and Presentation Related to a Request from Capital Westview Partners, LLC for Variances to the Restrictions, Covenants, Easements, and Conditions of Brenham Business Center**
4. **Discussion and Presentation of the 5-Year Financial Outlook**
5. **Discussion and Update on Property Owned by B. L. Smith d/b/a Brenham Kitchens in the Brenham Business Center**
6. **Discussion and Update on the Lease Agreement with Irby Construction Company for Approximately 28.7 Acres of Land in the Southwest Industrial Park, Section III**

EXECUTIVE SESSION

7. **Texas Government Code, Section 551.071 – Consultation with Attorney – Consultation with Legal Counsel Regarding the Development of Approximately 6.413 Acres in the Brenham Business Center, Owned by Capital Westview Partners, LLC**
8. **Texas Government Code, Section 551.071 - Consultation with Attorney and Texas Government Code, Section 551.072 – Deliberation Regarding Real Property – Consultation with Legal Counsel and Deliberation Regarding Approximately 44.068 Acres in the Southwest Industrial Park, Section III, in the City of Brenham, Texas, and Associated Matters**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon a Resolution Related to a Request from Capital Westview Partners, LLC for Variances to the Restrictions, Covenants, Easements, and Conditions of Brenham Business Center**

Adjourn

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the Brenham Community Development Corporation (BCDC) on Thursday, June 22, 2023 was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on Monday, June 19, 2023 at 11:00 A. M.

Jeana Bellinger, TRMC, CMC
City Secretary/BCDC Secretary

Executive Sessions: The Brenham Community Development Corporation (BCDC) reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 – Consultation with Attorney, §551.072 – Real Property, §551.073 – Prospective Gifts, §551.074 - Personnel Matters, §551.076 – Security Devices, §551.086 - Utility Competitive Matters, and §551.087 – Economic Development Negotiations.

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that this notice and agenda of items to be considered by the Brenham Community Development Corporation (BCDC) was removed by me from the City Hall bulletin board on _____ at _____.

Signature



To: BCDC Board and City Manager

From: Stephanie Doland, Director of Development Services

Subject: Variance Request Concerning 3001 James Nutt Boulevard Being 6.41 Acres of Land Owned by Capital Westview Partners

Date: June 14, 2023

Background: On April 5, 2023 the Architecture Committee of the Brenham Community Development Corporation (BCDC) met with representatives of Capital Westview Partners and discussed the development plans in relation to the Restrictions, Covenants, Easements and Conditions of the Brenham Business Center (BBC) instrument dated August 30, 2000 (CCR's).

Capital Westview Partners presented their proposed development plans including development of three distinct lease areas for Sunbelt Rentals, Penske and SRS Distribution (roofing supply) on Lot 1, Block 1 of the Brenham Business Center Phase 1 property (being a total of 6.41 acres). It was noted that the proposed development concept did not meet multiple criteria of the CCRs including the intended use of the property, driveway spacing and the ratio of building square footage to acreage. On April 12, 2023 correspondence was sent via Certified Mail from Carolyn Miller, BCDC President to Capital Westview Partners outlining the CCRs in effect on the subject tract and requesting development in accordance with the adopted CCR's. BCDC met on April 20, 2023 and an update concerning the proposed development and correspondence was provided to the Committee.

Variance Request: On May 24, 2023 City Staff received written correspondence from Richard Rolland, Managing Partner of Capital Westview Partners, LLC (CWP) requesting formal variances be considered by the BCDC for three development criteria of the CCR's. The variance request letter is enclosed for reference. The variance requested by CWP includes the following variances:

- **Variance #1:** A request for a reduction to the minimum building square footage (SF) to acreage ratio from the minimum of 7,000 SF building per acre to 3,800 SF building per acre.
- **Variance #2:** A request for four (4) driveway entrances along a Lot frontage of approximately 640-feet where one (1) driveway is permitted per lot in accordance with the recorded CCR's.
- **Variance #3:** A request to allow the use of mercantile/retail use in addition to manufacturing and warehouse use where retail sales are currently disallowed per the recorded CCR's.

Public Comments: Notices describing the proposed variances were mailed to all property owners within the BBC on June 6, 2023. The notice is attached for reference and provides opportunity for feedback to be mailed back to City Staff stating support or opposition to the requested variances. As of BCDC agenda posting no correspondence has been received.

Action by BCDC: The CCR's outlined for the BBC include under Section 4: *"The BCDC or its designated committee may, in its sole and absolute discretion, grant a variance to these covenants, conditions and restrictions where enforcement of one or more of the same would result in hardship to the lot owner, provided that such variance will not adversely affect the development plan of the Brenham Business Center."* Therefore, the BCDC has the authority to grant or deny one or any combination of the variances requested by CWP. Granting of a variance to the CCR's for the subject 6.41-acres shall be granted via a Resolution. Should the BCDC choose to grant the above requested variances and find that the variances do not adversely affect the development of the BBC a draft Resolution approving the requested variance is attached. Should the BCDC find that the variances adversely affect the development of the BBC the variance request upon motion and vote of the Committee may be denied.

Exhibits:

1. Variance Request Letter dated May 24, 2023
2. Capital Westview Partners Development Exhibit
3. Notice of A Variance Request to BBC Property Owners

CAPITAL WESTVIEW PARTNERS, LLC

May 24th, 2023

Brenham Community Development Corporation
Attn: Carolyn D. Miller, President
P.O. Box 1059
200 W. Vulcan St.
Brenham, TX 77834

RE: Development of 6.413 AC in Brenham Business Center

Dear Ms. Miller,

I'm writing regarding your correspondence from April 12th addressing our proposed development of 6.41 AC of commercial property located along James Nutt Blvd. within Brenham Business Center. We appreciate the time and effort you have put into reviewing our development plans and understand the importance of adhering to the Restrictions, Covenants, Easements and Conditions of Brenham Business Center (CCR's). However, we are respectfully requesting the BCDC to consider approving the following variances:

Variance request #1:

We are requesting BCDC to reduce the current requirement of 7,000 SF building per acre to be to 3,800 SF per acre. Given that our proposed development consists of three national credit tenants that value the storage yard space to conduct their business properly as much as their interior building area. This is a market-driven product, and we have taken great care to ensure that the development will not have any adverse effects on the surrounding properties and furthermore, will generate multiple jobs and taxes for The City of Brenham.

Variance request #2:

We are requesting four (4) driveway entrances, two for Sunbelt Rentals and one for each of the other two lots. The topography of the land presents some unique challenges that require the incorporation of drainage swales to generate flat sections on the property that would allow us to bring in our buildings without any retention walls that may be unsightly to the development. As you can imagine this impacts the number of driveways we need for our tenants to conduct their operation independently.

Variance Request #3:

In addition to Industrial/Manufacturing use, we are requesting to include mercantile/retail use for our property as the proposed business operation of our tenants (industrial equipment rental) could be interpreted as retail use. The buildings would meet the expected use of the business park as the assigned occupancies, according to the International Building Code (IBC), would be classified and permitted under B (Business) for the office areas, and S (Storage) or F (Manufacturing) for the warehouse components.

Capital Westview Partners, LLC
P. 713.681.1100 - F. 713.681.1114
7720 Westview Dr. Houston, TX 77055

CAPITAL WESTVIEW PARTNERS, LLC

Positive attributes of our development request:

- a. The proposed development aligns with the long-term goals and objectives of the Brenham Community Development Corporation of attracting significant economic benefits to the region and creating new job opportunities for residents.
- b. The development is in line with the city's master plan, which prioritizes the growth of the local economy.
- c. Our project includes landscaping and an appealing façade treatment, which we believe will enhance the overall aesthetic value of the area.
- d. While we will have three different tenants, the property will remain under the same configuration and owner.
- e. We would be re-activating the Brenham Business Park development dynamic by bringing in the first project in more than 10 years.

Brenham Business Park precedent basis of request:

It has come to our attention that we are not the only developers who have purchased properties within the Brenham Business Center. The Business Park's Marketing Site Plan shows Welcome Real Estate owning a similarly sized property down the road from our tract. Furthermore, there are already multitenant facilities operating within the business park. Most of the buildings within the business park have very little aesthetic value and some are even using their frontage area as laydown yard. As experienced business park developers ourselves, we believe there are valuable market indicators that BCDC should be open to variances to the CCR's such as the ones we propose in order to contribute to the growth of the local economy.

Considering these factors, we hope to get approval of the proposed variances so we can move forward with this development and the agreement we have in place with our tenants. We would be happy to discuss this matter further with you and provide additional information if needed.

Thank you for your time and consideration.

Sincerely,



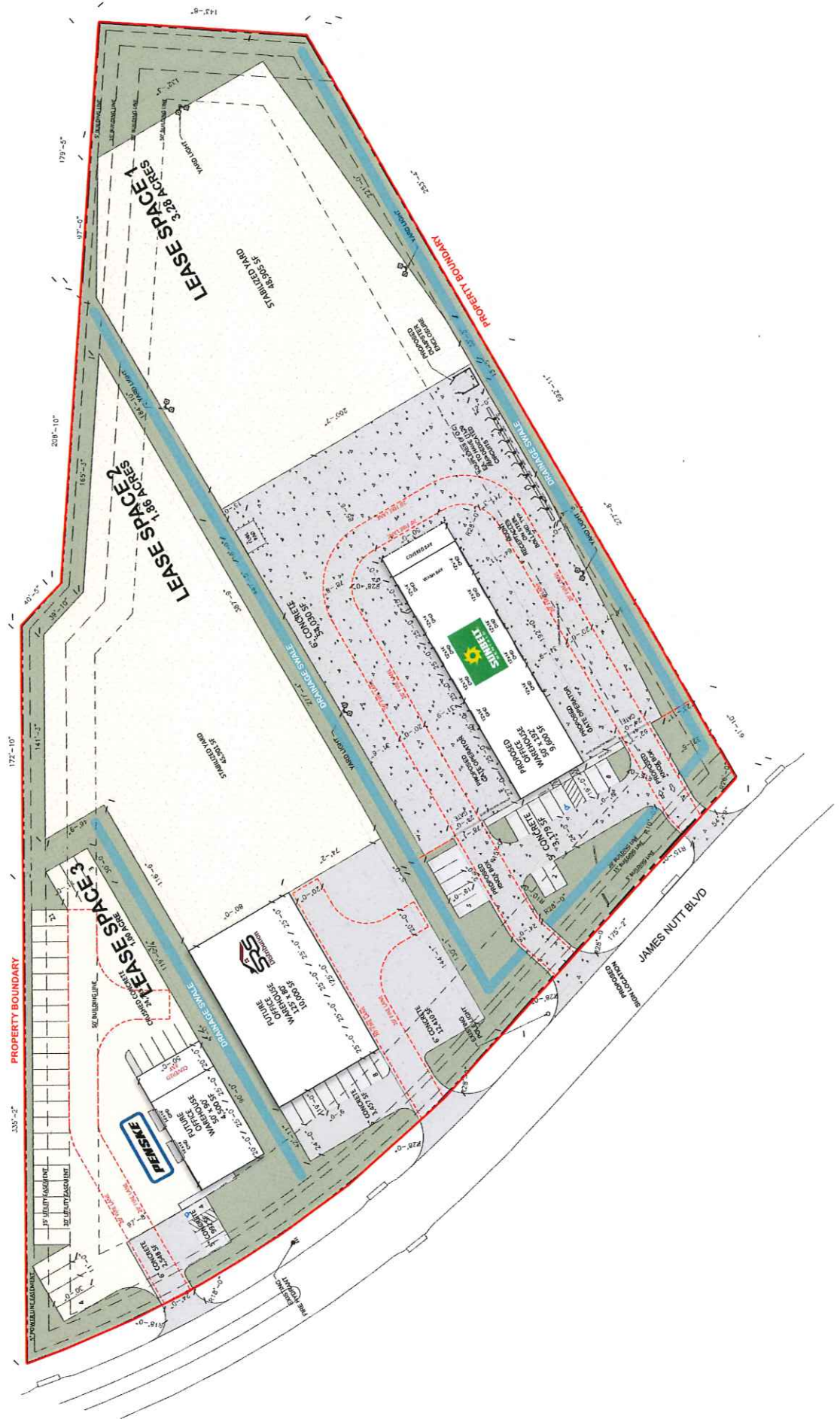
Richard Rolland
Managing Partner
Capital Westview Partners, LLC
7720 Westview Dr.
Houston, TX 77055

Capital Westview Partners, LLC
P. 713.681.1100 - F. 713.681.1114
7720 Westview Dr. Houston, TX 77055



CAPITAL REAL ESTATE
 COMMERCIAL
 www.crcx.com
 713.681.1100

CAPITAL WESTVIEW PARTNERS, LLC
 PROPOSED DEVELOPMENT @BRENHAM BUSINESS PARK
 6.413 AC - BRENHAM, TX 77833



City of Brenham

Brenham Community Development Corporation



NOTICE OF A VARIANCE REQUEST

Please accept this notice of a Variance Request received for property located in the Brenham Business Center. A Public Meeting of the Brenham Community Development Corporation (BCDC) of the City of Brenham will be held on Thursday, June 22, 2023, at 7:30AM regarding the following variance requests:

APPLICANT/OWNER: Capital Westview Partners, LLC

SUBJECT PROPERTY: 3001 James Nutt Blvd

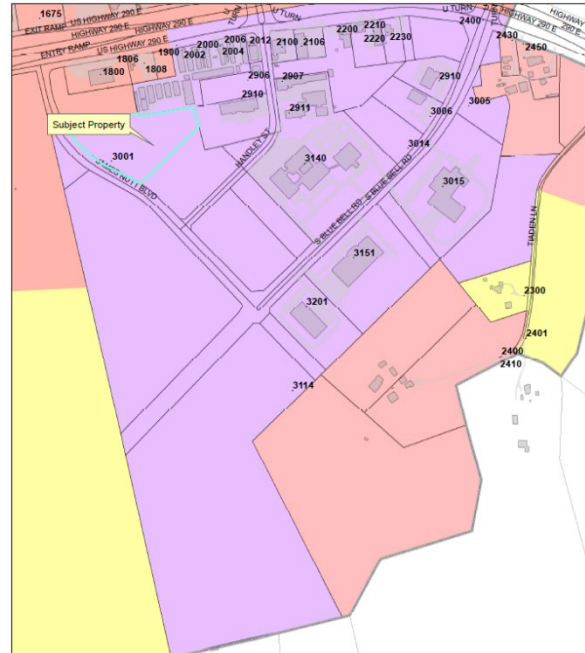
PROPOSAL:

A request by Capital Westview Partners, LLC for the following variances from the Restrictions, Covenants, Easements, and Conditions of the Brenham Business Center “CCR’s” instrument recorded August 30, 2000:

Variance #1: A request for a reduction to the minimum building square footage (SF) to acreage ratio from the minimum of 7,000 SF building per acre to 3,800 SF building per acre.

Variance #2: A request for four (4) driveway entrances along a Lot frontage of approximately 640-feet where one (1) driveway is permitted per lot in accordance with the recorded CCR’s.

Variance #3: A request to allow the use of mercantile/retail use in addition to manufacturing and warehouse use where retail sales are currently disallowed per the recorded CCR’s.



[See reverse side for enlarged map]

CONTACT: Development Services Department – Stephanie Doland

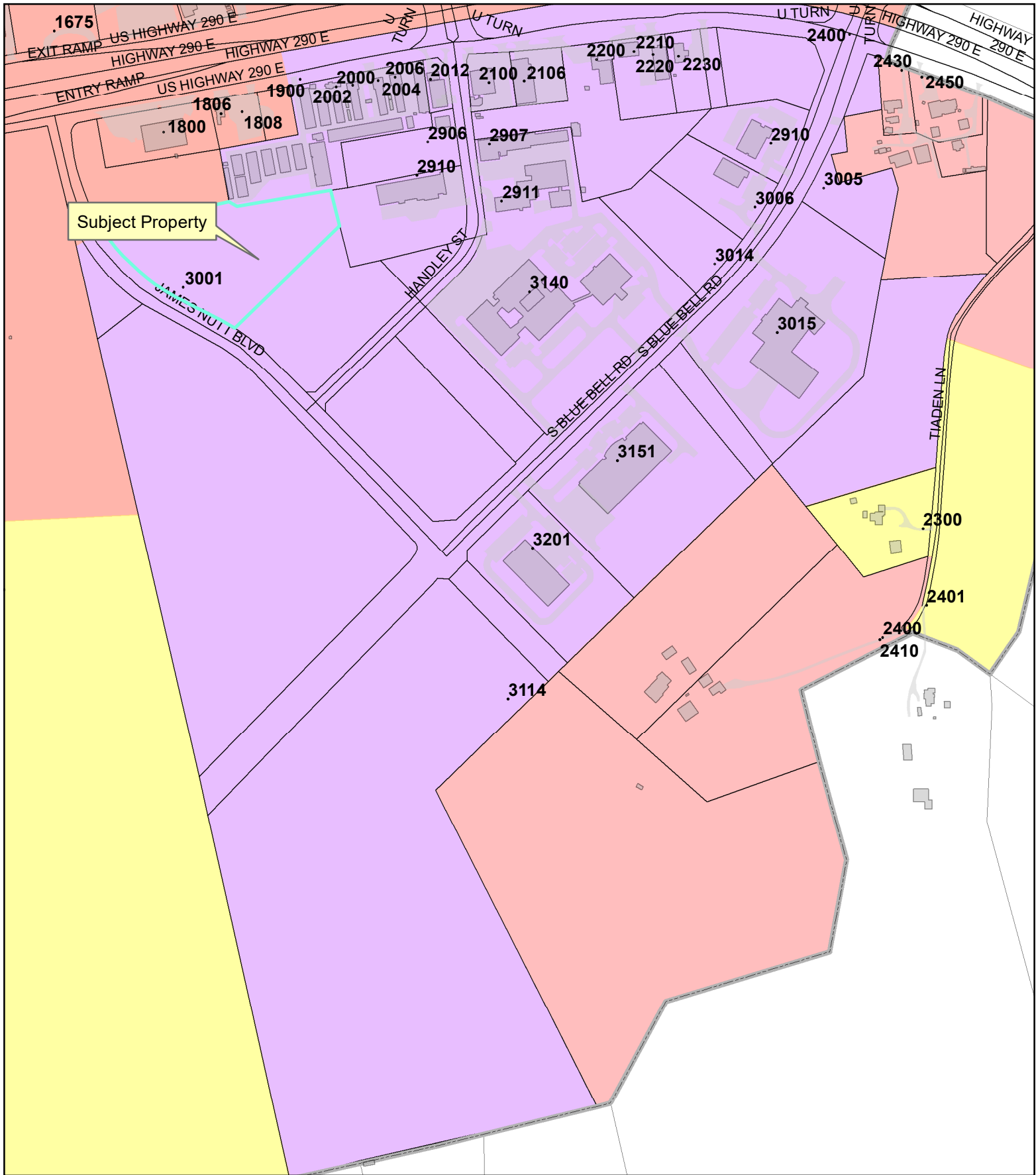
PHONE: (979) 337-7220 **E-MAIL:** sdoland@cityofbrenham.org

MEETING DETAILS: BCDC Public Meeting – Thursday, June 22, 2023 at 7:30AM











The Public Meeting will be held at City Hall (200 W Vulcan Street Brenham, TX 77833) in the 2nd floor Conference Room 2A located to the right when exiting the elevator.

FOR ADDITIONAL INFORMATION: Interested parties may contact the City of Brenham between 8:00 a.m. and 5:00 p.m. Monday through Friday for additional information. The Variance Request is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Development Services Department office, located at 200 West Vulcan Street, Brenham, TX 77833.

This notice is being mailed to all owners of real property within the Brenham Business Center as such ownership appears on the last approved Washington County Appraisal District tax roll. Interested parties may appear and speak on the proposal at the meeting. Written comments may also be submitted for consideration.



3001 James Nutt BLVD

- | | |
|--|--|
|  B1 Local Business Mixed |  I Industrial |
|  B2 Commercial Research and Technology |  P1 Planned Development |
|  B3 Historical and Central Business |  R1 Residential Single Family |
|  B4 Neighborhood Business District |  R2 Mixed Residential |
|  Downtown Business/Residential Overlay District |  R3 Manufactured Home Residential |

1 inch = 500 feet



City of Brenham
Development Services Department
PUBLIC COMMENT FORM



All submitted forms will become a part of the public record.

Please return to:
City of Brenham
Attn: Development Services Dept.
P.O. Box 1059
Brenham, Texas 77834-1059

Name: _____
(please print)
Address: _____

Signature: _____

Date: _____

_____ I am FOR the requested variance as explained on the attached public notice for Capital Westview Partners, LLC. (Please state reasons below)

_____ I am AGAINST the requested variance as explained on the attached public notice for Capital Westview Partners, LLC. (Please state reasons below)

Date, Location, & Time of **Brenham Community Development Corporation** meeting:
Thursday, June 22, 2023, 7:30AM
City of Brenham City Hall
2nd Floor Conference Room 2A
200 West Vulcan Street, Brenham, Texas 77833

COMMENTS/REASONS:

You may also submit comments via email to sdoland@cityofbrenham.org. Please reference the case number in the subject line.
For questions regarding this proposal, please call the Development Services Department at (979) 337-7220.



To: BCDC Board

From: Jeana Bellinger, TRMC, CMC
Director of Administrative Services

Subject: Property Owned by Brenham Kitchens

Date: June 19, 2023

At the request of Chairman Moser, I researched the 18-month option period outlined in Section 5 of the Restrictions, Covenants, Easements, and Conditions (the “Restrictions”) for the Brenham Business Center (dated 8/30/2000) which reads as follows:

“...Should Owner fail to construct such improvements and use the tract within such eighteen-month period, BCDC shall have the right and option, but not the obligation, to repurchase all of the tract described and conveyed to Owner for the same cash purchase price as the BCDC conveyed such property to Owner; and Owner CONTRACTS AND AGREES to re-convey the tract described in said conveyance upon demand therefor by BCDC.”

Upon reviewing this information, I researched when Brenham Kitchens purchased their 2.787 acres in the Brenham Business Center and discovered that the 18-month period on their property will expire on/or around August 24, 2023. This tract was sold for \$139,350.00 (\$50,000 per acre).

The Restrictions also state that if the BCDC would like to exercise their right to repurchase any property due to the Owner’s failure to construct, BCDC shall notify the owner in writing; however, if the BCDC fails to notify the Owner within six months after the expiration of the 18-month period, the right to re-purchase is waived.

RESTRICTIONS, COVENANTS, EASEMENTS,
AND CONDITIONS OF BRENHAM BUSINESS CENTER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WASHINGTON §

BRENHAM COMMUNITY DEVELOPMENT CORPORATION (BCDC) hereby ADOPTS, ESTABLISHES AND IMPOSES the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to use, improvements, occupancy, ownership and conveyance of those certain properties located in the Brenham Business Center Phase I as reflected on plat filed of record at Slide Number 403A of the Plat Records of Washington County, Texas (but excluding Lot 1 and Lot 3 as reflected on Brenham Business Center Phase I, a Subdivision of a Portion of Reserve "E", recorded in Slide No. 417A of the Plat Records of Washington County, Texas).

1. In addition to such easements and rights-of-way as may be shown on the map or plat of Brenham Business Center, there is expressly reserved a 15-foot right-of-way and easement adjacent to and parallel with each boundary line of any tract now or hereafter located within Brenham Business Center (being a total 30 foot easement along interior boundary lines) for the construction, maintenance, repair, expansion and/or operations of utilities of any kind, including without limitation, electric light and power, telephone, gas, water, sewer, storm sewer or drainage, television, or any other utility or service purpose. Said easements herein reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the owners of property in the Brenham Business Center, and shall inure to the benefit and may be used by any public or private utility company entering into and upon said properties for the purposes aforesaid. BCDC reserves the right to dedicate additional easements and rights-of-way on properties located within Brenham Business Center as may be necessary or convenient for the development and/or sale of properties located within the Brenham Business Center.
2. Any tract or parcel of land situated in the Brenham Business Center shall be utilized for manufacturing and commercial enterprises only. No retail sales shall be conducted or permitted on any tract or parcel of land. All uses and operations of such properties shall be subject to and conducted in full conformity with all governmental rules and regulations concerning the development and use of such property, including without limitation, the ordinances of the City of Brenham and the City of Brenham's commercial construction plan review requirements.
3. No improvements shall be placed on or construction commenced on any tract or parcel located within the Brenham Business Center until the architectural/engineering building plans and specifications, and the plot plans showing the location of improvements, drives, parking areas, and landscaping shall have been approved in writing by the BCDC or its designated committee. The judgment of the BCDC, or its designated committee, in approving or disapproving such plans, specifications and plot plans shall be at such entity's sole and absolute discretion, and shall be final and conclusive. Unless otherwise approved by BCDC or its designated committee, the following development guidelines shall apply to the construction of all improvements on tracts within Brenham Business Center:

- A. No buildings or above-ground structures shall be constructed within fifty feet from the boundary line lying adjacent to any public roadway. Further, such construction shall be set back at least fifty feet from all side and rear property lines.
 - B. At least twenty percent of the surface area of a tract or lot, inclusive of setbacks and easements, must be planted and maintained with approved vegetation. All side and rear setbacks are to be planted and/or bermed as directed by the BCDC or its designated committee so as to provide screening to enhance the aesthetics of the Brenham Business Center, to enhance drainage, and to minimize erosion.
 - C. All driveways shall be of a concrete or other approved hard surface material; and shall be of a minimum of eighteen feet in width and a maximum of thirty feet in width. Unless otherwise approved by BCDC or its designated committee, driveway cuts along the public roadways are limited to one per lot or tract and all driveway cuts between lots shall maintain a minimum spacing of 200 feet.
 - D. Adequate parking for visitors and employees of any lot or tract owner shall be provided on site. Such parking shall be paved utilizing approved hard surface materials and screened from existing streets and adjacent properties as directed by the BCDC or its designated committee.
 - E. The type, number, size, and location of signage shall be approved by the BCDC or its designated committee prior to the erection of the same. It shall be Owner's responsibility to provide adequate facility and regulatory signage of a type and design approved by BCDC or its designated committee.
 - F. The BCDC or its designated committee shall have the sole and exclusive right to approve the design, type and size of the proposed structure, the aesthetic quality of materials, color and finish, the harmony of the proposed structure to existing structures located within the Brenham Business Center, and the location of such structure, drives, signage, and parking areas with respect to the topography of the property.
4. The BCDC or its designated committee may, in its sole and absolute discretion, grant a variance to these covenants, conditions and restrictions where enforcement of one or more of the same would result in hardship to the lot owner, provided that such variance will not adversely affect the development plan of the Brenham Business Center.
5. Owner (Grantee) will construct upon the tract conveyed such buildings and other improvements as will enable Owner to occupy and conduct its normal business operations within eighteen months from the date of such conveyance to Owner. Owner agrees that were it not for its representation to so develop and use the property within such time period, BCDC (Grantor) would not have executed and delivered such conveyance. Owner COVENANTS AND AGREES that within such eighteen-month period, Owner's improvements will be fully constructed, operational, and occupied by Owner. Should Owner fail to construct such improvements and use the tract within such eighteen-month period, BCDC shall have the right and option, but not the obligation, to repurchase all of the tract described and conveyed to Owner for the same cash purchase price as the BCDC conveyed such property to Owner; and Owner CONTRACTS AND AGREES to re-convey the tract described in said conveyance upon demand therefor by BCDC.

In the event BCDC elects to exercise its right and option to repurchase due to Owner's failure to construct a building and improvements upon the tract, and to use and occupy said property within the above-stated time period, BCDC shall notify Owner of such election in writing. Should BCDC fail to exercise such right and option to repurchase within six months after the expiration of said eighteen-month period above provided, such right and

option to repurchase the tract being conveyed hereby shall be waived.

- 6. No tract may be subdivided in two or more parcels without the prior written consent of the BCDC, which consent may be withheld at BCDC's sole discretion.
- 7. All buildings and structures, and all landscaping shall be kept and maintained in a neat and attractive condition, and free of trash, debris and salvage. No noxious or offensive activities shall be permitted on the property at any time.
- 8. No excavation or removal of vegetation shall be permitted on any lot or tract except in connection with the erection of improvements and landscaping thereon as approved in advance by the BCDC or its designated committee pursuant to the terms and provisions hereof.

These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of the owners of tracts in the Brenham Business Center, the BCDC, and their successors and assigns, and all other persons claiming by, through or under them, until January 1, 2030, after which time they shall be automatically extended for successive periods of ten years each unless an instrument signed by the owners of a majority of the acreage situated in the Brenham Business Center has been recorded agreeing to change said protective covenants in whole or in part. The BCDC and/or any owner of a tract located within the Brenham Business Center shall have the right, but not the duty, to enforce these covenants, either by proceedings for injunction or to recover damages for breach thereof, or both. These restrictions and covenants are fully performable and enforceable in Washington County, Texas. The invalidity or unenforceability of any one or more of these covenants or restrictions shall in no way affect or impair the enforcement of the remaining provisions hereof; and all other such provisions shall remain in full force and effect.

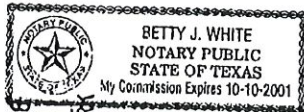
EXECUTED this the 30th day of August, 2000.

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

By: Milton Y. Tate, Jr.
Milton Y. Tate, Jr., President

THE STATE OF TEXAS))
))
COUNTY OF WASHINGTON))

This instrument was acknowledged before me on this the 30th day of August, 2000, by MILTON Y. TATE, JR., President of BRENHAM COMMUNITY DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



Betty J. White
NOTARY PUBLIC, STATE OF TEXAS
STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

SEP 20 2000

FILED FOR RECORD
WASHINGTON COUNTY, TX

00 SEP 19 PH
BETH A. ROTHERMEL
WASHINGTON CO. CLERK

3



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

MEMORANDUM

To: Brenham Community Development Corporation

**From: Teresa Rosales, Director
Economic & Community Development**

Subject: Irby Lease

Date: June 16, 2023

On August 11, 2022, Brenham Community Development Corporation (BCDC) entered into a one-year lease with Irby Construction Company on the premises known as

SURFACE ONLY of 28.67 acre, more or less, tract of land situation in Brenham, Washington County, Texas, said 28.67 acres being more fully described in Exhibit "A" attached hereto.

The terms of the lease are \$137,375.15 (\$0.11 per square foot) for the initial term of one (1) year, paid in advance. The agreement also notes, "Thereafter, in the event the Lease Agreement is continued on a month-to-month basis, the monthly rental amount shall be \$11,447.93, paid in advance, on or before the first day of each month."

The lease agreement, may, by mutual agreement of the Landlord and Tenant, be continued.

Staff seeks direction on whether BCDC has an interest in continuing or terminating the lease.

The termination date of the lease is August 14, 2023.

Lease Agreement

Date: August 11, 2022 (“Effective Date”)

Landlord: Brenham Community Development Corporation, a Type B Texas economic development corporation

Landlord's Address:

Brenham Community Development Corporation
P.O. Box 1059
Brenham, Texas 77834-1059

Tenant: Irby Construction Company, a Mississippi corporation

Tenant's Address:

318 Old Highway 49 S
Richland, MS 39218

With a copy to:
Quanta Services, Inc.
2800 Post Oak Blvd., Suite 2600
Houston, Texas 77056
Attn: General Counsel and Real Estate Portfolio Manager

Premises: SURFACE ONLY of a 28.67 acre, more or less, tract of land (“Land” or “Premises”), situated in Brenham, Washington County, Texas, said 28.67 acres being more fully described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Base Rent:

\$137,375.15 (\$0.11 per square foot) for the initial term of one (1) year, paid in advance, on or before the Commencement Date, to the Landlord. Thereafter, in the event the Lease Agreement is continued on a month-to-month basis, the monthly rental amount shall be \$11,447.93, paid in advance, on or before the first day of each month.

Lease payment shall be addressed to:
Brenham Community Development Corporation
Attention: Accounts Payable
P.O. Box 1059
Brenham, Texas 77834-1059

Term (months): The Lease Agreement shall remain in effect for the initial term of one (1) year, paid in advance, on or before the Commencement Date, to the Landlord. The Lease

Agreement may, by mutual agreement of the Landlord and Tenant, be continued on a month-to-month basis, until one of the parties shall give to the other at least 30 days' written notice of termination of this Lease Agreement.

Commencement Date: August 15, 2022

Termination Date: August 14, 2023

Permitted Use: Solely for overnight parking, refueling, and maintenance of Tenant's construction equipment and vehicles, storage of materials, and placing a temporary construction office structure, and no other purpose, unless otherwise approved in writing by the Landlord.

Tenant's Insurance and Bonds: As required by Insurance/Bond Addendum

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord, the Brenham Community Development Corporation, and its directors, officials, agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant, Irby Construction Company, a Mississippi corporation, and its directors, agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," Landlord represents that the Premises is suitable for the Permitted Use. Landlord further represents to the best of its knowledge that the Premises are free of hazardous materials contamination.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including but not limited to obtaining all permits and licenses required for the Tenant's use of and activities conducted on the Premises. If Tenant cannot obtain any required permit for the use of the Premises, this Lease shall terminate immediately upon written notice of such occurrence from Tenant to the Landlord and all sums paid from Tenant to

Landlord shall be refunded to Tenant, except that Tenant shall not be entitled to a refund of any rent attributable, on a pro rata basis, to any period of time that the Tenant occupied the Premises. Additionally, except as otherwise expressly stated in this Lease Agreement, Tenant agrees to comply with Sections I, II, III and IV of the attached Declaration of Covenants, Conditions and Restrictions of Southwest Industrial Park, Section Three ("CCR's"), recorded in Volume 1359, Page 23, of the Official Records of Washington County, Texas and attached hereto and incorporated herein for all pertinent purposes, to the same extent and in the same manner as an owner or occupant of a Lot in the Southwest Industrial Park Section Three.

4. Pay the Base Rent when it is due to Landlord at Landlord's Address.
5. Pay a late charge of five percent (5%) of any Rent not received by Landlord by the tenth (10th) day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.
7. Pay all taxes on Tenant's personal property located on the Premises.
8. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers upon at least 24 hours' prior written notice (including email notice to Brad Ray at bcray@lrbyConstruction.com) from Landlord to Tenant.
9. Maintain all fences, if any, to prevent livestock from entering or exiting the property; repair, replace, and maintain any and all parts of the Premises used by Tenant.
10. Repair any damage to the Premises, Land, or improvements on the property caused by Tenant. In the event Tenant causes any damage to the Premises, Tenant shall promptly make and pay for all necessary repairs. At the discretion of the Landlord, if the repairs are not initiated and completed within a reasonable period of time, after thirty (30) days advance notice and opportunity to cure, the Landlord may make the repairs and bill the Tenant for all costs plus a five percent (5%) fee. Tenant agrees to pay such bill within ten (10) days of receipt.
11. Maintain the insurance coverage and provide the bond described in the attached Insurance/Bond Addendum.
12. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT**

AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. LANDLORD AGREES TO HOLD TENANT HARMLESS FROM AND FULLY INDEMNIFY TENANT AGAINST ANY CLAIM OR ACTION OF ANY KIND (I) ARISING BEFORE TENANT TAKES OCCUPANCY OF THE PREMISES, (II) ARISING AFTER TENANT VACATES THE PREMISES AND NOT INVOLVING ANY ACT OR OMISSION OF THE TENANT, (III) RESULTING FROM ANY ENVIRONMENTAL CONDITION NOT CAUSED BY TENANT, OR (IV) RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. THIS PARAGRAPH 12 SPECIFICALLY SURVIVES TERMINATION OF THIS LEASE.

13. Vacate the Premises on the last day of the Term. Upon termination of this Lease Agreement, Tenant shall return the Premises in as good or a substantially similar condition as existed on the Commencement Date.

14. Keep all gates on the Premises, if any, closed and locked.

15. Enter and exit the Premises only at those places designated by Landlord.

16. Tenant shall mow/shred (or cause to be mowed/shredded) the Premises such that the height of the vegetation shall not at any time exceed twelve inches (12").

17. Tenant shall allow the Bluebonnet Electric Cooperative ("BEC") to utilize a portion of the Premises as an access road for ingress and egress to BEC's property for an approximate four (4) week period when BEC performs repairs to a street located on BEC's property. Tenant and BEC shall cooperate with each other to coordinate the location of said access road and associated matters.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.

2. Create or allow a nuisance or permit any waste of the Premises.
3. Change Landlord's lock system, if any.
4. Transfer or assign this lease or sublease any portion of the Premises without Landlord's written consent. If such consent is requested, the Lease Agreement may be subject to cancellation by the Landlord.
5. Allow hunting or trapping of any kind, fishing, or the discharge of firearms on the Premises.
6. Litter or leave trash or debris on the Premises.
7. Allow a lien to be placed on the Premises.
8. Allow plowing, digging, or disking activities on the Premises.
9. Allow the use of any chemicals on the Premises.
10. Allow smoking (except in designated areas having appropriate disposal receptacles for cigarette/cigar ashes and/or butts), alcohol, or illegal drugs on the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the Term beginning on the Commencement Date and ending on the Termination Date, and during the subsequent month-to-month tenancy, if any.

D. Landlord agrees not to -

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. The Premises are to be continually kept free of trash and litter.
2. Landlord shall have the right upon at least 24 hours' advance written notice to Tenant (including email notice to Brad Ray at

bcray@IrbyConstruction.com) to enter upon the Premises at all times to inspect the same to see that no damage has been or is done, to protect any and all rights of the Landlord, and to post such reasonable notices as the Landlord may desire to protect the rights of the Landlord.

3. *Alterations.* The Tenant must obtain written approval from the Landlord for the construction of any permanent and/or temporary buildings, sheds, pens, corrals, or any other improvements on the Premises except as outlined herein. Any alteration, additions, or removal of a gate and/or fence must be approved by the Landlord. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord upon the termination of this lease. Landlord may require that Tenant, within sixty (60) days after the termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. This provision shall survive termination of this Lease Agreement.

4. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

5. *Release of Claims/Subrogation.* **TENANT RELEASES LANDLORD FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

7. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate and any funds paid in advance attributable to periods after the Tenant vacates the Premises due to the condemnation shall be returned to Tenant.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

8. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty (30) days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) failing to comply within thirty (30) days after written notice of the violation of any provision of this lease other than the defaults set forth in (a) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be in possession of the Premises, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

13. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

14. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. *Venue.* Exclusive venue for any dispute, claim, lawsuit or other legal proceeding shall lie in Washington County, Texas.

16. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

17. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor. At this time, there is no current production of minerals occurring on the surface of the Premises.

LANDLORD - Brenham Community Development Corporation

Carolyn D. Miller
Carolyn D. Miller, President

Date: 8-11-2022

TENANT - Irby Construction Company, a Mississippi corporation

Haowei Yang
Haowei Yang, Treasurer

Date: 8/19/2022

Insurance/Bond Addendum to Lease

Lease

Date: August 11, 2022

Landlord: Brenham Community Development Corporation, a Type B Texas economic development corporation

Tenant: Irby Construction Company, a Mississippi corporation

This insurance/bond addendum is part of the lease.

Insurance

1. The Tenant shall procure and maintain, at its sole cost and expense for the duration of the Lease Agreement allowing the Tenant's use of the Premises, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use of the Premises by the Tenant. The Tenant's insurance coverage shall be primary insurance with respect to the Landlord. Any insurance or self-insurance maintained by the Landlord shall be considered in excess of the Tenant's insurance and shall not contribute to it. Further, the Tenant shall include the Landlord as an additional insured under its policy (or policies). Additional insured status shall be provided pursuant and subject to ISO Form CG 20 11 12 19 (ongoing operations) and or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the Tenant's negligence in its operations on the Premises, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Tenant under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of Tenant's expressly assumed, covered indemnity obligations hereunder.

Certificates of Insurance and endorsements shall be furnished to the Landlord and approved by the Landlord at least ten (10) days prior to the date the Tenant will commence use of the Premises, and thereafter at least ten (10) days before the expiration of the policies.

2. Standard Insurance Policies Required:

(a) General Liability Policy

(b) Automobile Liability Policy

(c) Worker's Compensation

3. General Requirements Applicable to All Policies:

(a) General Liability and Automobile Liability insurance shall be written by a carrier with an A-: VIII or better rating in accordance with the current Best Key Rating Guide.

(b) Only Insurance companies licensed and admitted to do business in the State of Texas will be accepted.

(c) "Claims Made" policies will not be accepted.

(d) The Landlord shall be added as "Additional Insured" (except on Worker's Compensation policy) as provided in Paragraph 1 above.

(e) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Landlord.

4. General liability

(a) Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Must include coverage for damage to Premises rented to Tenant in the required amount of \$50,000.00.

5. Automobile Liability

(a) Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

(b) All owned, non-owned, rented, hired and leased autos must be included. Coverage for "Any Auto" is recommended.

6. Worker's Compensation

(a) Employer's Liability limits of \$500,000.00 for each accident is required.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) All endorsements and insurance coverage according to requirements and instructions

contained herein.

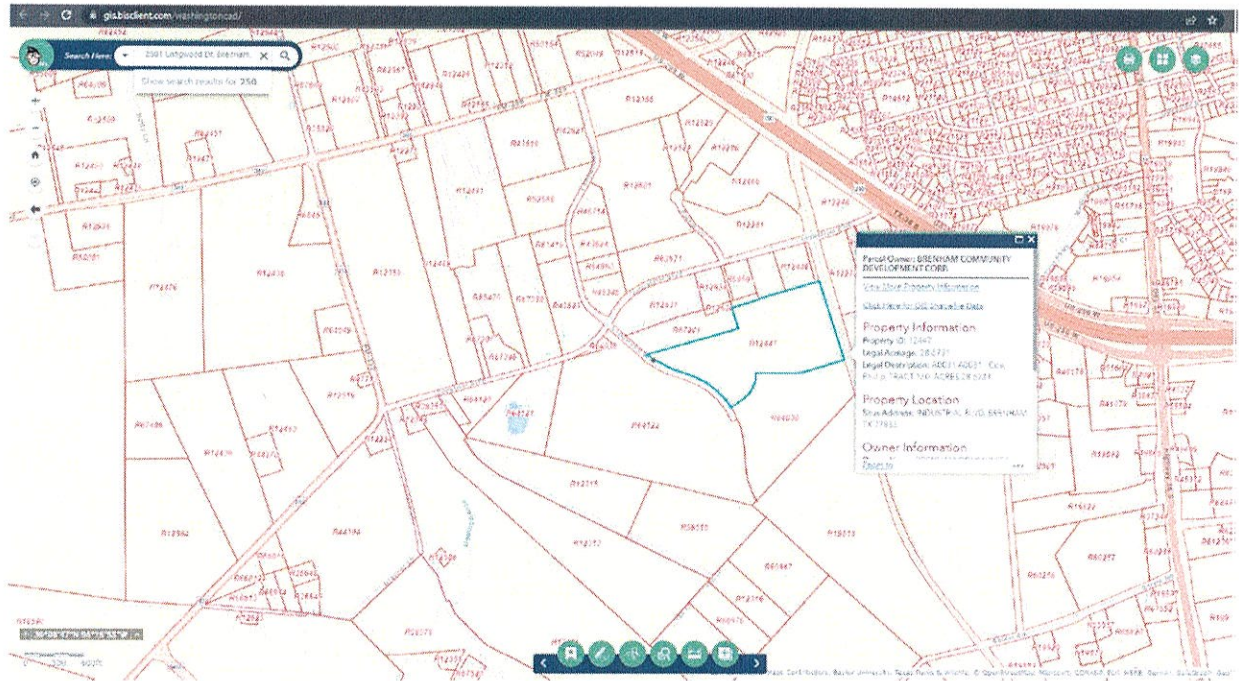
(c) The form of the notice of cancellation, termination, or change in coverage provisions to the Landlord.

(d) Original endorsements affecting coverage required by the Landlord shall be furnished with the Certificates of Insurance.

Surface Restoration Bond

1. Tenant shall provide a surface restoration bond in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) to ensure the availability of sufficient funds to assure that any damage to the surface of the Premises is repaired and completed in both a timely and quality manner. The surface restoration bond shall remain in effect until one (1) year after the termination date of the lease.
2. The bond shall be in the form approved by the Landlord's legal counsel, and shall be executed by such surety as is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
3. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements herein, Tenant shall promptly notify Landlord and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements herein.
4. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
5. **IF FOR ANY REASON THE SURFACE RESTORATION BOND IS NOT HONORED BY THE SURETY, THE TENANT SHALL FULLY INDEMNIFY AND HOLD THE LANDLORD HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES THE LANDLORD INCURS AS A RESULT.**





213561 YDK pss

BRENHAM COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION

WHEREAS, the Brenham Community Development Corporation (hereinafter referred to as “BCDC”) adopted Restrictions, Covenants, Easements and Conditions of Brenham Business Center (hereinafter referred to as “CCR’s”) set forth in instrument dated August 30, 2000, executed by Brenham Community Development Corporation, recorded in Volume 0968, Page 923, Official Records of Washington County, Texas; and

WHEREAS, Section 4 of the CCR’s authorizes the BCDC in its sole and absolute discretion to grant variances to the CCR’s where enforcement of one or more of the same would result in hardship to the lot owner, provided that such variances will not adversely affect the development plan of the Brenham Business Center; and

WHEREAS, on December 1, 2022 the BCDC sold and conveyed approximately 6.413 acres, being more particularly described in Exhibit “A” and attached hereto (the “Property”), in the Brenham Business Center to Capital Westview Partners, LLC (“Owner”); and

WHEREAS, on May 24, 2023 the City of Brenham received written correspondence from the Owner requesting three (3) variances to the CCR’s of the Brenham Business Center, said request for variances being attached hereto as Exhibit “B” (“Variance Request”) and incorporated herein for all purposes pertinent; and

WHEREAS, the BCDC Board of Directors, after review and consideration of the Variance Request submitted by Owner, hereby finds that enforcement of one or more of the provisions of the CCR’s would result in hardship to the Owner, and that granting the requested variances will not adversely affect the development plan of the Brenham Business Center.

NOW THEREFORE, the BCDC hereby grants to Owner three (3) variances to the CCR’s, as follows:

- **Variance No. 1:** A reduction to the minimum building square footage (SF) to acreage ratio from 7,000 SF building per acre to 3,800 SF building per acre on the Property.
- **Variance No. 2:** Owner may construct up to four (4) driveway entrances to the Property along James Nutt Boulevard, consisting of lot frontage of approximately 640 feet.
- **Variance No. 3:** Owner may use the Property for mercantile/retail use in addition to manufacturing and warehouse uses.

The variances granted herein are made without representation or warranty and are expressly subject to any and all other provisions, limitations and disclaimers of liability contained in the CCR's. These variances are specific to the Property described herein only. These variances shall not operate to waive or amend any of the terms and provisions of the CCR's for any purpose except as provided herein, and shall not be considered to establish a precedent for any future variance, waiver, modification, or amendment of the terms and provisions of the CCR's.

Adopted and resolved by the Board of Directors on this 22nd day of June, 2023

Brenham Community Development Corporation

Carolyn D. Miller
President

ATTEST:

Jeana Bellinger, TRMC, CMC
Secretary

Exhibit A

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, being Lot One (1), containing 6.413 acres, more or less, out of the residue of Reserve "E" of the Brenham Business Center, Phase 1, containing 23.589 acres, more or less, as set out on plat filed in Plat Cabinet File No. 417A , Plat Records of Washington County, Texas, being more fully shown in the Replat of a Portion of Reserve "E" and a portion of Lot Five (5), Brenham Business Center, Phase 1, recorded in Plat Cabinet File No(s) 796B-798A, Plat Records of Washington County, Texas.

Being a portion of the same property described in a Deed dated February 12, 1998, executed by Fritz W. Beckendorf, acting through his duly authorized Attorney in Fact, John F. Beckendorf, John F Beckendorf, Individually, Norman D. Beckendorf, Francis F. Beckendorf and John F. Beckendorf as Trustee of the Beckendorf Family Trust to Brenham Community Development Corporation, recorded in Volume 883 Page 417, Official Records of Washington County, Texas.

Being a portion of the same property described in a deed dated November 18, 1999, executed by the City of Brenham, Texas to Brenham Community Development Corporation, recorded in Volume 944, Page 572, Official Records of Washington County, Texas.

Exhibit B

CAPITAL WESTVIEW PARTNERS, LLC

May 24th, 2023

Brenham Community Development Corporation
Attn: Carolyn D. Miller, President
P.O. Box 1059
200 W. Vulcan St.
Brenham, TX 77834

RE: Development of 6.413 AC in Brenham Business Center

Dear Ms. Miller,

I'm writing regarding your correspondence from April 12th addressing our proposed development of 6.41 AC of commercial property located along James Nutt Blvd. within Brenham Business Center. We appreciate the time and effort you have put into reviewing our development plans and understand the importance of adhering to the Restrictions, Covenants, Easements and Conditions of Brenham Business Center (CCR's). However, we are respectfully requesting the BCDC to consider approving the following variances:

Variance request #1:

We are requesting BCDC to reduce the current requirement of 7,000 SF building per acre to be to 3,800 SF per acre. Given that our proposed development consists of three national credit tenants that value the storage yard space to conduct their business properly as much as their interior building area. This is a market-driven product, and we have taken great care to ensure that the development will not have any adverse effects on the surrounding properties and furthermore, will generate multiple jobs and taxes for The City of Brenham.

Variance request #2:

We are requesting four (4) driveway entrances, two for Sunbelt Rentals and one for each of the other two lots. The topography of the land presents some unique challenges that require the incorporation of drainage swales to generate flat sections on the property that would allow us to bring in our buildings without any retention walls that may be unsightly to the development. As you can imagine this impacts the number of driveways we need for our tenants to conduct their operation independently.

Variance Request #3:

In addition to Industrial/Manufacturing use, we are requesting to include mercantile/retail use for our property as the proposed business operation of our tenants (industrial equipment rental) could be interpreted as retail use. The buildings would meet the expected use of the business park as the assigned occupancies, according to the International Building Code (IBC), would be classified and permitted under B (Business) for the office areas, and S (Storage) or F (Manufacturing) for the warehouse components.

Capital Westview Partners, LLC
P. 713.681.1100 - F. 713.681.1114
7720 Westview Dr. Houston, TX 77055

Positive attributes of our development request:

- a. The proposed development aligns with the long-term goals and objectives of the Brenham Community Development Corporation of attracting significant economic benefits to the region and creating new job opportunities for residents.
- b. The development is in line with the city's master plan, which prioritizes the growth of the local economy.
- c. Our project includes landscaping and an appealing façade treatment, which we believe will enhance the overall aesthetic value of the area.
- d. While we will have three different tenants, the property will remain under the same configuration and owner.
- e. We would be re-activating the Brenham Business Park development dynamic by bringing in the first project in more than 10 years.


Brenham Business Park precedent basis of request:

It has come to our attention that we are not the only developers who have purchased properties within the Brenham Business Center. The Business Park's Marketing Site Plan shows Welcome Real Estate owning a similarly sized property down the road from our tract. Furthermore, there are already multitenant facilities operating within the business park. Most of the buildings within the business park have very little aesthetic value and some are even using their frontage area as laydown yard. As experienced business park developers ourselves, we believe there are valuable market indicators that BCDC should be open to variances to the CCR's such as the ones we propose in order to contribute to the growth of the local economy.

Considering these factors, we hope to get approval of the proposed variances so we can move forward with this development and the agreement we have in place with our tenants. We would be happy to discuss this matter further with you and provide additional information if needed.

Thank you for your time and consideration.

Sincerely,



Richard Rolland
Managing Partner
Capital Westview Partners, LLC
7720 Westview Dr.
Houston, TX 77055

Capital Westview Partners, LLC
P. 713.681.1100 - F. 713.681.1114
7720 Westview Dr. Houston, TX 77055