

EXECUTIVE SUMMARY

The designated property consists of an approximate 11-acre multi-tenant business park (Westhill Village Shopping Center) located at the southwest corner of Westheimer Road and Hilcroft Road in Houston, Harris County, Texas. Properties within 500 feet of the boundary of the designated property are developed for commercial use, single-family residential use, and multi-family residential use. A dry cleaner facility, \$1 Cleaners (formerly Seville Cleaners), has occupied unit 7547 Westheimer Road at the designated property since 1968, and has historically used tetrachloroethylene based solvents.

Based on the assessment activities conducted to date, the upper groundwater-bearing unit (GWBU) at the designated property has been impacted by halogenated volatile organic compounds (VOCs) at concentrations which exceed the respective Texas Risk Reduction Program (TRRP) Tier 1 residential protective concentration levels (PCLs) for groundwater ingestion ($^{GW}GW_{Ing}$). Reported halogenated VOC concentrations in groundwater at the Site do not exceed the TRRP Tier 1 residential PCLs for air inhalation ($^{Air}GW_{Inh-V}$). The groundwater contaminant plume likely extends to the property located to the adjacent south of the Site, 7600 Highmeadow Drive. Groundwater impacts have been horizontally delineated using a network of four (4) permanent monitor wells and four (4) temporary monitor wells (TMWs). Based upon the reported analytical results of groundwater monitoring/sampling events conducted in September 2013, January 2014, March 2014, and June 2014, the plume of contamination appears to be stable. Groundwater flow direction (gradient) in the upper GWBU at the designated property has been generally to the west-southwest throughout each of the four (4) groundwater monitoring/sampling events.

Soil within the boundaries of the designated property has been impacted by halogenated VOCs at concentrations which exceed the respective TRRP Tier 1 residential PCLs for soil-to-groundwater leaching of contaminants of concern ($^{GW}Soil_{Ing}$). Reported halogenated VOC concentrations in soil at the Site do not exceed the TRRP Tier 1 residential PCLs for air inhalation ($^{Air}Soil_{Inh-V}$) or direct human exposure ($^{Tot}Soil_{Comb}$).

Assessment activities conducted at the designated property to date have identified only one potential source area, \$1 Cleaners/Seville Cleaners. The source of the soil and groundwater impacts (a dry-cleaning machine) has been removed.

A Municipal Setting Designation (MSD) would restrict access to the impacted groundwater and effectively eliminate the $^{GW}GW_{Ing}$ exposure pathway from consideration.

CITY OF HOUSTON MSD APPLICATION

Municipal Setting Designation Application Instructions

Pre-Application Meeting: While a pre-application meeting is not mandatory, it is strongly encouraged to discuss the specific details of the site. Please note: the City of Houston will not support a Municipal Settings Designation (MSD) application unless a Professional Geologist (P.G.) or Professional Engineer (P.E.) has certified that the groundwater plume is stable or decreasing, fully delineated, and the source has been removed. This statement should be supported with historical groundwater monitoring data showing the plume as stable or declining, and fully delineated.

Please contact Jennifer Clancey at (832) 394-9005, Jennifer.Clancey@houston.tx.gov to schedule a pre-application meeting. Meetings will be held at 1002 Washington, Houston, TX 77002

Application Form: For the application to be complete please submit the following:

- 1) Two (2) hard copies of the application (the well logs are not necessary for the hard copies but should be included in the electronic copy). Please separate the application appendices with divider sheets that are tabbed.
- 2) An electronic portable digital file (pdf) of the application including all supporting material
- 3) An electronic Excel file with mailing addresses for water well owners and property owners. (Templates can be found on the MSD website, www.houstonmsd.org)

The MSD application process is governed by Chapter 47, Article XIII of the City of Houston's Code of Ordinances (ordinance number 2007-959, and amended by ordinance number 2010-556). Failure to use this application form may result in denial of the application.

Please note, the City ordinance requires the Professional Engineer (P.E.) or Professional Geologist (P.G.) who signed the application, or someone that is familiar with the application, and the applicant or their legal representative (attorney) to be present at public meeting and public hearing. Failure of the required parties in attendance at the public meeting and public hearing will result in having to schedule a new meeting or hearing.

The application should be clear, complete, concise, correct, contain only relevant information and be organized to facilitate analysis. Supporting documentation should be submitted as a separate appendix to the application, as noted (Label "Appendix__") for each numbered item.

Submittal: Submit the application form and all supporting information, along with an application fee of \$3,400.00 (payable to City of Houston) to the address below. The applicant must also pay the cost of producing and mailing notices, (approximately \$6.50 per certified mail and \$1.50 per first-class mail), and any applicable venue costs (costs vary by location). Mailings are done through the U.S. Post Office's Click2Mail system. At the time of the mail outs, staff will require a credit card number to pay for processing and mailing the notices.

Jennifer Clancey
City of Houston MSD Program
1002 Washington, 3rd Floor
Houston, Texas 77002

CITY OF HOUSTON



**PUBLIC WORKS AND
ENGINEERING**
PLANNING & DEVELOPMENT
DIVISION

Application for Approval of Municipal Setting Designation

APPLICANT INFORMATION

Applicant's Name: Weingarten Realty
 Individual Private Entity Public Entity Non-Profit Entity Other _____
Address: 2600 Citadel Plaza Drive, Suite 125, Houston, Texas 77008
(Street) (City) (State) (Zip)
Phone No.: (713) 866-6855 Fax No.: (712) 866-6066
Email: cgurney@weingarten.com

Contact Information

Name of Contact: Mr. Charles Gurney
Title: Director of Environmental Management
Address: 2600 Citadel Plaza Drive, Suite 125, Houston, Texas 77008
(Street) (City) (State) (Zip)
Phone No.: (713) 866-6855 Fax No.: (712) 866-6066
Email: cgurney@weingarten.com

Application Preparation

Application Prepared by: Mr. Bryan Clevenger
Company: ESE Partners, LLC
Address: 19416 Park Row, Suite 120, Houston, Texas 77084
(Street) (City) (State) (Zip)
Phone No.: (281) 501-6100 Fax No.: (281) 501-6105
Email: bryanc@esepartners.com

SITE INFORMATION

Site HCAD No(s): 0410280040146; 0410280040148

Site Name: \$1 Cleaners - VCP ID 2612

Site Size: 11.0 Acres

Site Address: 7547 Westheimer Road, Houston, Texas 77063
(Street) (City) (State) (Zip)

(List all owners – additional sheet is attached, if needed)

Owner: Weingarten Realty

Owner Address: 2600 Citadel Plaza Drive, Suite 125, Houston, Texas 77008
(Street) (City) (State) (Zip)

Name of Contact: Mr. Charles Gurney

Title: Director of Environmental Management

Organization: Weingarten Realty

Phone No.: (713) 866-6855 Fax No.: (712) 866-6066

Email: cgurney@weingarten.com

Owner: _____

Owner Address: _____
(Street) (City) (State) (Zip)

Name of Contact: _____

Title: _____

Organization: _____

Phone No.: _____ Fax No.: _____

Email: _____

Owner: _____

Owner Address: _____
(Street) (City) (State) (Zip)

Name of Contact: _____

Title: _____

Organization: _____

Phone No.: _____ Fax No.: _____

Email: _____

Owner: _____

Owner Address: _____
(Street) (City) (State) (Zip)

Name of Contact: _____

Title: _____

Organization: _____

Phone No.: _____ Fax No.: _____

Email: _____

Owner: _____

Owner Address: _____
(Street) (City) (State) (Zip)

Name of Contact: _____

Title: _____

Organization: _____

Phone No.: _____ Fax No.: _____

Email: _____

Owner: _____

Owner Address: _____
(Street) (City) (State) (Zip)

Name of Contact: _____

Title: _____

Organization: _____

Phone No.: _____ Fax No.: _____

Email: _____

Owner: _____

Owner Address: _____
(Street) (City) (State) (Zip)

Name of Contact: _____

Title: _____

Organization: _____

Phone No.: _____ Fax No.: _____

Email: _____

ITEM	COH Use
<p>Executive Summary</p>	
<p>1. Provide a legal description of the boundaries of the designated property, including metes and bounds, and a copy of the deed for the property. <u>A professional surveyor currently registered with the Texas Board of Professional Surveying must certify that all property descriptions with metes and bounds are accurate.</u></p> <p style="text-align: center;"><u>Label "Appendix A"</u></p>	
<p>2. A description of the current use and, to the extent known, the anticipated use(s) of the designated property and properties within 500 feet of the boundary of the designated property.</p> <p style="text-align: center;"><u>Label "Appendix B"</u></p>	
<p>3. A site map showing.</p> <ol style="list-style-type: none"> a. The location of the designated property. b. The topography of the designated property as indicated on publicly available sources, which must note the watershed <u>including the nearest surface water body</u> and whether the designated property is located in a floodplain or floodway, as those terms are defined in Chapter 19 of the Code of Ordinances. c. The detected area of groundwater contamination. d. The location of all soil sampling locations and all groundwater monitoring wells. e. Groundwater gradients, to the extent known, and direction of groundwater flow. f. The ingestion protective concentration level exceedence zone for each contaminant of concern, to the extent known. g. Depth to groundwater for each affected zone. <p style="text-align: center;"><u>Label "Appendix C"</u></p>	
<p>4. Provide for each contaminant of concern within the designated groundwater:</p> <ol style="list-style-type: none"> a. A description of the ingestion protective concentration level exceedence zone and the non-ingestion protective concentration level exceedence zone, including a specification of the horizontal area and the minimum and maximum depth below ground surface. b. The level of contamination, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/L units. c. Its basic geochemical properties (e.g., whether the contaminant of concern migrates with groundwater, floats or is soluble in water). <p style="text-align: center;"><u>Label "Appendix D"</u></p>	
<p>5. A table displaying the following information for each contaminant of concern, to the extent known:</p> <ol style="list-style-type: none"> a. The maximum concentration level for soil and groundwater, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/kg for soils and mg/L for groundwater. b. The critical protective concentration level without the municipal setting designation, highlighting any exceedences. <p style="text-align: center;"><u>Label "Appendix E"</u></p>	

ITEM	COH Use Only
<p>6. If the plume extends beyond the limits of property owners listed in this application, list the owners of the additional property beneath which the plume(s) extend(s), and a summary of interactions with those property owners about the plume(s) and this MSD application. Please Note: You are not required under this item to notify affected property owners, only to provide a summary of who affected property owners are, and if there have been any communications. "No contact" can be an acceptable answer.</p> <p style="text-align: center;"><u>Label "Appendix F"</u></p>	
<p>7. A statement as to whether the source of the plume has been removed, the plume of contamination is stable (i.e. no change) or contracting, and the plume is delineated, <u>with the basis for that statement</u>. Please include historical sampling data.</p> <p style="text-align: center;"><u>Label "Appendix G"</u></p>	
<p>8. A statement as to whether contamination on and off the designated property <u>without</u> a Municipal Setting Designation <u>will exceed</u> a residential assessment level as defined in the Texas Risk Reduction Program or analogous residential level set by EPA, if known, and the basis for that statement.</p> <p style="text-align: center;"><u>Label "Appendix H"</u></p>	
<p>9. A statement as to whether contamination on and off the designated property <u>with</u> a Municipal Setting Designation <u>will exceed</u> a residential assessment level as defined in the Texas Risk Reduction Program or analogous residential level set by EPA, if known, and the basis for that statement.</p> <p style="text-align: center;"><u>Label "Appendix I"</u></p>	
<p>10. Identification of the points of origin of the contamination, to the extent known. <u>Please list the Potentially Responsible Party (PRP), if unknown, state unknown. (applications without the PRP listed will be deemed incomplete)</u></p> <p style="text-align: center;"><u>Label "Appendix J"</u></p>	
<p>11. Environmental regulatory actions, litigation, and plume identification.</p> <ul style="list-style-type: none"> a. A description of any environmental regulatory actions that have been taken within the past five years in connection with the designated property, to the extent known. b. A description of any litigation that has taken place within the past five years in connection with the designated property, to the extent known. c. A statement as to whether there are any other remediation activities by the applicant, or any other party or agency, which are not listed in the application. d. A statement as to which contamination plume and groundwater zone the applicant is including in the MSD. <p style="text-align: center;"><u>Label "Appendix K"</u></p>	
<p>12. A listing of all existing state or EPA registrations, permits, and identification numbers that applies to the designated property.</p> <p style="text-align: center;"><u>Label "Appendix L"</u></p>	

ITEM	COH Use Only
<p>13. Provide evidence that the designated property is currently or has previously been under the oversight of the TCEQ or the United States Environmental Protection Agency, as required by the Texas Health & Safety Code § 361.8065(c)(2)(A), and a description of the status of the designated property in the program (the program application number is sufficient evidence). Also, include the state or federal cleanup project manager's name.</p> <p style="text-align: center;"><u>Label "Appendix M"</u></p>	
<p>14. A summary of any environmental site assessment reports filed with TCEQ regarding any site investigations or response actions that are planned, ongoing or completed related to the designated property.</p> <p style="text-align: center;"><u>Label "Appendix N"</u></p>	
<p>15. A statement as to whether any public drinking water supply system exists that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property and the identity of each supply system.</p> <p style="text-align: center;"><u>Label "Appendix O"</u></p>	
<p>16. The name and address of each owner or operator of a water well registered or permitted by the state or the Houston-Galveston Subsidence District that is located within five miles of the boundary of the designated property, along with a map showing the location of each well and, to the extent known, a notation of whether each well is used for potable water. Well logs <u>must</u> be included in the electronic copy of the application, but should not be included in the hard copies. (An accompanying electronic excel file with mailing information should be included with your application.)</p> <p style="text-align: center;"><u>Label "Appendix P"</u></p>	
<p>17. The name and address of each retail public utility, as defined in section 13.002 of the Texas Water Code that owns or operates a groundwater supply well within five miles of the boundary of the designated property.</p> <p style="text-align: center;"><u>Label "Appendix Q"</u></p>	
<p>18. A listing of each municipality, other than the city of Houston, with a corporate limit within one-half mile of the boundary of the designated property.</p> <p style="text-align: center;"><u>Label "Appendix R"</u></p>	
<p>19. A listing of each municipality, other than the city of Houston, that owns or operates a groundwater supply well within five miles of the boundary of the designated property.</p> <p style="text-align: center;"><u>Label "Appendix S"</u></p>	
<p>20. A listing of owners of real property within 2,500 ft. of the boundary of the designated property as indicated by the most recent appraisal district records. Please Note: This requirement may include real property outside the City of Houston. Be sure to include <u>ALL</u> properties in the 2,500 ft. boundary. (An accompanying electronic excel file with mailing information should be included with your application.)</p> <p style="text-align: center;"><u>Label "Appendix T"</u></p>	

ITEM	COH Use Only
<p>21. Form U-2012-01 signed and sealed by a licensed professional engineer or licensed professional geoscientist authorized to practice in the State of Texas with expertise in environmental remediation. (Form U-2012-01 can be found at www.houstonmsd.org under the "Forms" section on the homepage.)</p> <p>Signing and sealing Form U-2012-01 certifies:</p> <ol style="list-style-type: none"> The contaminants of concern from sources on the designated property or migrating from or through the designated property more likely than not [do exceed] OR [do not exceed] a non-ingestion protective concentration level on property beyond the boundaries of the designated property. (select the appropriate statement) All requirements of Section 47-762 of the Houston Code of Ordinances have been met, including demonstration that the groundwater contamination plume has been fully delineated and is stable or contracting in size <p style="text-align: center;"><u>Label "Appendix U"</u></p>	
<p>22. If the licensed professional engineer or licensed professional geoscientist determines that contaminants of concern from sources on the designated property are migrating from or through the designated property more likely than not do exceed a non-ingestion protective concentration level on property beyond the boundary of the designated property, then the applicant must:</p> <ol style="list-style-type: none"> Specify the name and address of the owner of each property. Send a copy of the application to the owner of the property with the notice of the public meeting. Provide documentation that the designated property has been included in a state or federal program that requires that the entire non-ingestion protective concentration level exceedance zone be addressed to the satisfaction of the agency administering the program, along with documentation of the estimated time period in which it is to be addressed. An example of such a program is the Texas Voluntary Cleanup Program (section 361.501 of the Texas Health and Safety Code, as may be amended from time to time). Provide documentation upon completion of the state or federal program showing that the non-ingestion protective concentration level exceedances have been addressed to the satisfaction of the agency administering the program. <p style="text-align: center;"><u>Label "Appendix V"</u></p>	
<p>23. Form W-2012-01 certified/signed by the applicant and any authorized representatives of the applicant(s) listed in the application. (Form W-2012-01 is attached to the end of this application and can also be found at www.houstonmsd.org under the "Forms" section on the homepage.)</p> <p style="text-align: center;"><u>Label "Appendix W"</u></p>	
<p>24. Form X-2012-01 signed by the property owner or authorized agent (if an authorized agent, you must provide the legal authorization instrument). (Form W-2012-01 is attached to the end of this application and can also be found at www.houstonmsd.org under the "Forms" section on the homepage.)</p> <p style="text-align: center;"><u>Label "Appendix X"</u></p>	
<p>25. A CD (or other devise) containing the pdf file of the application, Excel spreadsheet of water well owners and property owners for mailing notices, and the pdf file of the well log report.</p> <p style="text-align: center;"><u>Label "Appendix Y"</u></p>	

CITY OF HOUSTON



**PUBLIC WORKS AND
ENGINEERING
PLANNING & DEVELOPMENT
DIVISION**

EXECUTIVE SUMMARY

APPENDICES

APPENDIX A

A legal description of the boundaries of the designated property, including metes and bounds, and copy of the deed for the property.

An 11.0074 acre tract of land in the John D. Taylor League, Abstract Number 72, Houston, Harris County, Texas, being more particularly described by metes and bounds as follows, to-wit;

COMMENCING at the intersection of the south right-of-way line of Westheimer Road 120 foot right-of-way and the west right-of-way line of Hillcroft Avenue (formerly known as Smith Road) as realigned to a width of 100 feet;

THENCE S 01° 02' 47" E, 125.00 feet along the west right-of-way line of Hillcroft Avenue to the POINT OF BEGINNING of the herein described tract, said point being the most eastern northeast corner of that certain 5.4666 acre tract of land conveyed by deed from Mrs. Alice Messina, a widow, to Woodway Manor Corporation, dated December 1, 1955, and recorded in Volume 3067, Page 217 of the Harris County Deed Records;

THENCE continuing S 01° 02' 47" E, 247.28 feet along the west line of Hillcroft Avenue to a point of curvature of a curve to the right;

THENCE in a southerly direction along the west right-of-way line of Hillcroft Avenue, following a curve to the right having a radius of 1950.00 feet and a central angle of 03° 22' 18" a distance of 114.75 feet to a point for the southeast corner of the herein described tract;

THENCE S 89° 50' 49" W, 1016.81 feet to a point for the southwest corner of the herein described tract;

THENCE N 00° 17' 15" W, 487.12 feet to a point in the south right-of-way line of Westheimer Road for the northwest corner of the herein described tract;

THENCE N 89° 51' 26" E, 27.62 feet along the south right-of-way line of Westheimer Road to an angle point;

THENCE N 89° 52' 32" E, 868.96 feet along the south right-of-way line of Westheimer Road to an angle point;

THENCE N 89° 50' 49" E, 492.16 feet along the south right-of-way line of Westheimer Road to a point for corner;

THENCE S 01° 02' 47" E, 125.00 feet to a point for corner of the herein described tract;

THENCE N 89° 50' 49" E, 125.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

JUN-26-64 4 309 10 > B911815 B PD 4.70

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B911815
431

GENERAL WARRANTY DEED

DEED RECORDS

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THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

012-23-0701

107
That J. Weingarten, Incorporated, a Texas corporation with principal office in Houston, Harris County, Texas (hereinafter called "Grantor") for \$10.00 and other good and valuable considerations to Grantor in hand paid by Weingarten Markets Realty Company, a Texas corporation with principal office in Houston, Harris County, Texas (hereinafter called "Grantee"), and the further consideration of the assumption by Grantee and agreement by Grantee to pay the unpaid balance owing on those certain fourteen (14) promissory notes hereinafter described and agreement of Grantee to comply with and perform all the covenants and obligations under the Deed of Trust securing said notes (Grantee, by the acceptance and recordation of this Deed, assuming and agreeing to pay said notes and agreeing to comply with and perform said provisions of said Deed of Trust), has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Weingarten Markets Realty Company, Grantee, the following described property, including any and all improvements now situated thereon, to-wit:

U70
W

That certain tract of land containing 14.331 acres, more or less, in the John D. Taylor League, Abstract No. 72, in Harris County, Texas, and said tract of land being more particularly described by metes and bounds as follows, to-wit:

D

BEGINNING at a 3/4 inch iron pipe set for corner in the South right-of-way line of Westheimer Road (120 feet in width) located South 89° 50' 49" West 345.00 feet from a 1/2 inch iron pipe located at the intersection of the South right-of-way of Westheimer Road and the West right-of-way line of Hillcroft Avenue (formerly known as Smith Road) as re-aligned to a width of 100 feet;

012-23-0702

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THENCE South 0° 20' 14" East a distance of 738.13 feet to a 3/4 inch iron pipe set for corner;

THENCE North 89° 45' 53" East a distance of 319.66 feet to a 3/4 inch iron pipe for corner, the West right-of-way line of Hillcroft Avenue as re-aligned;

THENCE in a Southerly direction along the West right-of-way line of Hillcroft Avenue, a distance of 148.04 feet to an iron pipe located at the intersection of the West right-of-way line of Hillcroft Avenue as re-aligned and the North right-of-way line of Highmeadow Drive;

THENCE in a Westerly direction along the North right-of-way line of Highmeadow Drive following a curve to the left a distance of 418.88 feet to an iron pipe for corner; which point is the Southwest corner of Reserve "K", Briarmeadow, Section One, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 54, page 4, Map Records of Harris County, Texas;

THENCE North 24° 03' 51" West along the West line of said Reserve "K", Briarmeadow, Section One, a distance of 61.11 feet to an iron pipe for corner;

THENCE South 89° 45' 53" West along the North line of Briarmeadow, Section One, a distance of 523.53 feet to an iron pipe for corner;

THENCE North 0° 17' 15" West a distance of 865.62 feet to an iron pipe in the South line of Westheimer Road for corner;

THENCE in an Easterly direction along the South right-of-way line of Westheimer Road a distance of 668.74 feet to the place of BEGINNING;

said 14.331 acre tract of land being the same Houston, Trustee, property conveyed to Bank of the Southwest National Association, by deed dated April 30, 1960, from Mischer Westheimer Land Co. and Terry Westheimer Land Co. recorded in Volume 4020, page 98, of the Deed Records of Harris County, Texas, to which deed and the record thereof reference is here made for further description of said 14.331 acre tract of land; and being also the same property conveyed to J. Weingarten, Inc. by deed dated March 11, 1963, from Bank of the Southwest National Association, Houston, Trustee, recorded in Volume 5047, page 412, Deed Records of Harris County, Texas, to which deed and the record thereof reference is here made.

TO HAVE AND TO HOLD said property, together with all and singular the rights and appurtenances thereto in anywise incident or belonging, unto the said Grantee, its successors and assigns forever; and Grantor binds itself and its successors to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; all subject, however, to the matters herein set forth. 012-23-0703

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Taxes for the year 1964 have been prorated between the parties and are assumed by Grantee.

This Deed is made by Grantor and is accepted by Grantee subject to the following:

- (1) An easement granted by Mischer Westheimer Land Company to the City of Houston by easement deed dated January 11, 1960, and recorded in Volume 4146, page 290 of said Deed Records;
- (2) As to that part of said property which is Reserve tracts A & K, Briar Meadow, Section 1:
 - (a) The right-of-way deed, filed under Clerk's File No. 1723979, and recorded in Volume 3300, page 405 of said Deed Records, to Houston Lighting & Power Company, granting an easement five feet wide along the North line of said two Reserve tracts, and an unobstructed aerial easement, adjoining thereto, five feet wide from a plane twenty feet above the ground upward, for the use of public utilities according to said instrument; and
 - (b) The 1/32nd royalty interest in all oil, gas and other minerals which was reserved in and by the terms of an instrument recorded in Volume 2096, page 585 of said Deed Records.
 - (c) Restrictions recorded in Volume 3250, page 119; Volume 3265, page 128 and in Volume 3298, page 179, Deed Records, Harris County, Texas.
- (3) Notice by the City of Houston, dated October 18, 1961, recorded in Volume 3917, page 558, Mortgage Records, Harris County, Texas, for the improvement of Hillcroft Avenue.

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DEED RECORDS

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The fourteen (14) promissory notes, the unpaid principal balance on which is hereby assumed by Grantee, are numbered 1 through 14, inclusive, are all dated March 11, 1963, are payable at Houston, Harris County, Texas, to the order of the following respective payees, and are in the following respective original principal amounts, are payable in installments as stated below and have the following unpaid principal balances now owing, to-wit:

Note No.	Payee	Original Principal Amount	First Annual Installment of Principal due and paid 3/11/64	Each of the 5 Succeeding Annual Installments of Principal	Unpaid Principal Balance
1	Henry Stern	\$54,230.64	\$2,842.04	\$10,277.72	\$51,388.60
2	Dr. David Jaffe	36,153.74	1,894.69	6,851.81	34,259.05
3	M.M. Hamburger	36,153.74	1,894.69	6,851.81	34,259.05
4	Louis M. Speer & Co., a partnership composed of Louis M. Speer, Hyman A. Speer and Louis Rubenstein	18,076.85	947.35	3,425.90	17,129.50
5	Harold P. Schultz	18,076.85	947.35	3,425.90	17,129.50
6	Lillian D. Tamborello, Individually and as Independent Executrix of the Estate of John A. Tamborello, Dec'd.	25,307.65	1,326.30	4,796.27	23,981.35
7	F.A. Rudman	21,692.25	1,136.80	4,111.09	20,555.45
8	J.R. Mulvey	21,692.25	1,136.80	4,111.09	20,555.45
9	Dr. J.L. Spezia	21,692.25	1,136.80	4,111.09	20,555.45
10	J.W. Madden	21,692.25	1,136.80	4,111.09	20,555.45
11	George W. Novak	21,692.25	1,136.80	4,111.09	20,555.45
12	Frank J. Metyko	21,692.25	1,136.80	4,111.09	20,555.45
13	R. E. Roberson	21,692.25	1,136.80	4,111.09	20,555.45
14	Ethel E. McConn, Individually and as Independent Executrix of the Estate of J.L. McConn, Deceased	21,692.25	1,136.80	4,111.09	20,555.45

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Grantor hereby warrants and represents to Grantee that

Grantor has paid the first annual installment of principal, together with the interest then due on each and all of said fourteen (14) notes, promptly when due, and that the unpaid principal balance owing on each note is the respective amount set forth as representing such sum opposite each note as stated above, and that the total unpaid principal balance owing on all of said fourteen (14) notes, in the aggregate, is accordingly \$342,590.65. Said notes are more particularly described in and are secured by a vendor's lien retained and reserved in that certain Deed dated March 11, 1963, from Bank of the Southwest National Association, Houston, Trustee, to J. Weingarten, Incorporated, recorded in Volume 5047, page 412, Deed Records of Harris County, Texas, to which reference is made for all purposes, and said notes are additionally secured by Deed of Trust also dated March 11, 1963, from J. Weingarten, Incorporated, to J. W. Madden, Trustee. Said vendor's lien and Deed of Trust lien are subject to partial release as to certain parcels of the above described property more particularly described in said Deed recorded in Volume 5047, page 412, of the Deed Records of Harris County, Texas.

EXECUTED this 26th day of June, 1964.

ATTEST:

J. WEINGARTEN, INCORPORATED

BY

Stanford Alexander
Stanford Alexander, Vice President

William J. Anderson
Secretary

THE STATE OF TEXAS :
COUNTY OF HARRIS :

012-23-9706

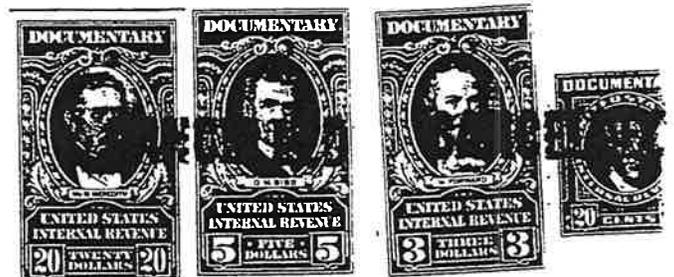
BEFORE ME, the undersigned authority, on this day personally appeared Stanford Alexander, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of J. Weingarten, Incorporated, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 26th day of June, 1964.

Seal Galub

Notary Public in and for
Harris County, Texas

RETURN TO:
MELVIN A. DOW
DOW, DOW, COBURN & DOW
708 CENTRAL NATL BANK BLDG
HOUSTON, TEXAS 77002



THE STATE OF TEXAS }
 COUNTY OF HARRIS }

1890525
 KNOW ALL MEN BY THESE PRESENTS:

That MAJES CORP., TERRY WESTHEIMER LAND CO. and MISCHER WESTHEIMER LAND CO., each being a Texas corporation with its principal place of business in Houston, Texas, and each acting herein by and through its duly authorized officers, respectively (hereinafter called Grantors), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to them in hand paid, in cash, by WEINGARTEN MARKETS REALTY COMPANY, a Texas corporation with its principal office located in Houston, Texas (hereinafter called Grantee), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the sum of ONE HUNDRED TWO THOUSAND FIVE HUNDRED TEN AND NO/100 DOLLARS (\$102,510.00) to be paid by Grantee to Grantors in accordance with the terms and provisions of that one certain promissory note of even date herewith for the principal sum of ONE HUNDRED TWO THOUSAND FIVE HUNDRED TEN AND NO/100 DOLLARS (\$102,510.00), bearing interest from date to maturity at the rate of 5½% per annum, payable annually as it accrues, executed by Grantee and payable to the order of Grantors, at Houston, Texas, in six (6) equal annual installments of SEVENTEEN THOUSAND EIGHTY FIVE AND NO/100 DOLLARS (\$17,085.00) each, with the first of said installments becoming due and payable on or before one (1) year after date and a like installment becoming due and payable on or before the same day of each year thereafter until all of said installments have been paid; said note providing that Grantee shall have the privilege and right to pay all or any part of the principal of said note at any time without notice or penalty, and further providing for acceleration of maturity in the event of default in the payment of any installment of principal or of interest thereon, and further providing for 10% attorney's fees in the event it becomes necessary to place the collection thereof in the hands of an attorney

or to collect same through any court proceedings; said note being secured by the Vendor's Lien hereinafter reserved and being additionally secured by a Deed of Trust of even date herewith from the Grantee to CARL J. RECTOR, Trustee, covering the land hereinafter described; have GRANTED, SOLD AND CONVEYED, subject to the reservations and restrictions hereinafter set forth, and by these presents do GRANT, SELL AND CONVEY, subject to the reservations and restrictions hereinafter set forth, unto Grantee, all that certain tract or parcel of land lying and being situated in the County of Harris, State of Texas, to-wit:

5.4666 acres of land in the John D. Taylor League, Abstract No. 72, in Harris County, Texas, being out of and a part of that certain tract of land conveyed by Deed from Mrs. Alice Messina, a widow, to Woodway Manor Corp., dated December 1, 1955 and duly recorded in Volume 3067, at Page 217 of the Harris County Deed Records; said 5.4666 acres being more particularly described by metes and bounds as follows, to-wit:

Beginning at a 3/4-inch iron pipe set for corner in the south right-of-way line of Westheimer Road (120 feet in width) located South 89° 50' 49" West 125.00 feet from a 3/4-inch iron pipe located at the intersection of the south right-of-way line of Westheimer Road and the west right-of-way line of Hillcroft Avenue (formerly known as Smith Road) as re-aligned to a width of 100 feet;

Thence South 89° 50' 49" West, along the south right-of-way line of Westheimer Road, a distance of 220.00 feet to a 3/4-inch iron pipe for corner;

Thence South 0° 20' 14" East a distance of 738.13 feet to a 3/4-inch iron pipe for corner;

Thence North 89° 45' 53" East a distance of 319.66 feet to a 3/4-inch iron pipe for corner in the west right-of-way line of Hillcroft Avenue as re-aligned;

Thence in a northerly direction along the west right-of-way line of Hillcroft Avenue, first following a curve to the left, having a central angle of 10° 47' 11" and a radius of 1950.00 feet, a distance of 367.10 feet to a 3/4-inch iron pipe for point of tangency and end of said curve; and continuing along the west right-of-way line of Hillcroft Avenue North 1° 02' 47" West a distance of 247.28 feet to a 3/4-inch iron pipe for corner located South 1° 02' 47" East 125.00 feet from the aforementioned 3/4-inch iron pipe at the intersection of the south right-of-way line of Westheimer Road and the west right-of-way line of Hillcroft Avenue;

Thence South 89° 50' 49" West, parallel to the south right-of-way line of Westheimer Road, a distance of 125.00 feet to a 3/4-inch iron pipe for corner;

Thence North 1° 02' 47" West, parallel to the west right-of-way line of Hillcroft Avenue, a distance of 125.00 feet to the Place of Beginning, and containing 5.4666 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns, forever, subject to the reservations and restrictions hereinafter set forth; and Grantors do hereby bind themselves, their successors and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations and restrictions hereinafter set forth.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

RESTRICTIONS ON GRANTEE'S PROPERTY

This conveyance is made by Grantors and accepted by Grantee, subject to the following reservations, restrictions and covenants, which represent a part of the consideration for this conveyance, and shall be covenants running with the title to the land, as follows:

I.

Any building erected on the property conveyed herein shall only be used for the operation of a business for the retail sale of merchandise and functions incidental thereto, and for no other purpose.

II.

Any building erected on the premises will be of steel and masonry construction, with a front of visual glass and either face-brick or stone; sales areas shall be airconditioned. Prior to awarding the contract for construction of any building or buildings on

the said property, Grantee will send copies of its plans and specifications to one of Grantors; however, approval of such plans and specifications by any one or more of the Grantors shall not be required.

III.

The north wall of any such building shall be located at least three hundred fifty (350) feet South of the south line of Westheimer Road as now existing.

IV.

The design of any supermarket building erected by Grantee on the tract conveyed herein shall provide and the building shall be constructed so that there will be at least one principal entrance for customers on the north of the building. If buildings for retail stores are constructed on Grantors' retained property adjoining the west side of Grantee's property, then Grantee shall also within a reasonable time after completion of such buildings provide a customer entrance on the west of Grantee's supermarket building if the building or buildings constructed on Grantors' property so retained do not interfere with or prevent the erection of such a west entrance. This provision in any event shall not prevent the design of any building erected on Grantee's property from providing for other entrances.

No service entrance for the receiving and unloading of merchandise shall be designed, opened or used in the west wall of any building erected by Grantee for the operation of a supermarket unless such entrance is located within the south one-third (1/3rd) of the total depth, from north to south, of the building.

V.

Grantee shall be obligated to occupy ^{or cause to be occupied} a minimum of sixty per cent (60%) of the total floor area of all buildings (in aggregate) erected on the tract conveyed herein, and in no event less than twenty thousand (20,000) square feet, as a supermarket grocery for

retail sales and functions incidental thereto, and shall continue the operation under the name of "Weingarten's" for a period of not less than eighteen (18) months from the date of opening of the business unless a majority of the stores now so operating shall have changed their names, in which event, the store on these premises shall be operated under such new name.

VI.

Grantee shall maintain on the tract conveyed herein a parking area having a ratio of three (3) feet of parking area (which term as here used includes vehicle parking spaces, driveways, aisles, sidewalks, loading zones and service areas) for each square foot of gross area of the building erected by Grantee, and in no event shall such parking area provide for less than nine (9) car parking spaces for each one thousand (1,000) square feet of the gross area of the building erected by Grantee. The parking area shall be paved or black-topped, marked with lines indicating parking spaces and completed with necessary curbs, driveways, lights and other facilities prior to or contemporaneously with completion of such building or buildings by Grantee.

Grantee shall make all repairs as may be necessary to maintain the surface of said parking area smooth and readily traversable in all types of weather at all times, and Grantee shall reasonably light such parking area after dusk during the business hours of a majority of the occupants of Grantors' retained property referred to below.

VII.

 Grantors reserve unto themselves, their successors and assigns, **but non-exclusive,** a free and unobstructed ~~right~~ easement over and across all such parking areas, driveways, aisles, service areas, sidewalks and service drives constructed and provided by Grantee, so that Grantors, their successors and assigns, and their customers, tenants and invitees, shall have the right of ingress to and egress from Grantors' retained

property to and from Westheimer Road, or Hillcroft Avenue,-----
----- for pedestrian and vehicular traffic of all kinds.

VIII.

Grantee shall be, and is hereby, obligated to give written notice to Grantors within four (4) years from the date hereof advising Grantors whether or not Grantee intends to construct a building on the tract conveyed herein designed and to be used for the operation of a supermarket grocery for retail sales and functions incidental thereto. If Grantee elects to construct such a building, Grantee shall begin the construction of said building on or before four ^{one-half (4½)} and years from the date hereof and complete the same without unreasonable delay. Should Grantee fail to give such written notice to Grantors within said 4-year period, or having given such written notice, if Grantee fails to begin the construction of said building within four ^{one-half (4½)} and years from the date hereof, then Grantors shall have the right and option, which is reserved herein to Grantors, their successors and assigns, to re-purchase the property from Grantee for the same price and on the same terms of this sale, to-wit: 25% of the sale price in cash, and the balance in six (6) equal annual installments, bearing interest at 5½% per annum, payable annually as it accrues. At any time within four (4) years from the date hereof if Grantee commences the construction of a building for the retail sale of groceries, or begins the operation of a retail grocery store in a building not owned by Grantee, within the area North of Alief Road and enclosed within an arc having a radius of two miles (from the property hereby conveyed to Grantee as center) with Alief Road as the Chord cutting such arc, then Grantee shall, within thirty (30) days of the beginning of construction of the other building or the operation in a building not owned by Grantee, give written notice to Grantors advising whether or not Grantee intends to construct a building on the tract conveyed herein within the time specified above in this Paragraph VIII. Should Grantee fail to give written notice to Grantors of its intentions within said 30-day period, then

it will be presumed that Grantee has abandoned its intention to construct the improvements on the tract conveyed herein; and thereupon Grantors may, at their election and at any time within four (4) years from this date, accelerate the exercise of their option to repurchase the tract conveyed herein for the same price and on the same terms mentioned above in this Paragraph VIII, by giving written notice to Grantee of Grantors' election.

Commencement of construction as used herein shall mean the beginning of the clearing and preparation of the building site with the bona fide intention of carrying on such construction work diligently and continuously thereafter until completion.

In any of said events Grantors must exercise their option to repurchase within ninety (90) days from the date the right to repurchase accrues, and should Grantors fail to exercise their option within said 90-day period then the option shall become void and be of no further force or effect.

IX.

The obligations imposed upon Grantee by the provisions of this Deed shall be binding upon Grantee, its successors and assigns, and any firm, company or corporation which is or may become a subsidiary of Grantee, or of which Grantee may be or become a subsidiary, or is an associate of Grantee, or has a common identity by reason of ownership or management; and the performance of any of such obligations by any of said firms, companies, or corporations shall be considered as performance by Grantee; provided however that this instrument shall not impose any obligation of any kind on J. WEINGARTEN, INC., unless J. WEINGARTEN, INC. becomes a successor or assign of Grantee.

X.

Each and all of the foregoing restrictions, covenants and conditions shall run with title to the land and shall be binding upon Grantee, its successors and assigns, and all owners, tenants or occupants of the said property, or any part thereof, or any interest therein, for a period of fifty (50) years from date unless altered or terminated in whole or in part at an earlier date as hereinafter provided, at which time these restrictions, covenants and conditions terminate and expire, and shall be of no further force and effect.

Such restrictions, covenants and conditions shall be for the benefit of Grantors, their successors and assigns, and each and every owner of any portion of Grantors' retained property which is hereinafter described. In the event of any violation or attempted or threatened violation of any such restrictions, covenants or conditions, then, in addition to all other remedies which are available at law or in equity, Grantors shall also have the right to obtain an injunction against such violation or attempted or threatened violation merely by proving the existence of such violation or attempted or threatened violation and without the necessity of proving the inadequacy of legal remedies or irreparable loss.

RESTRICTIONS ON GRANTORS' RETAINED PROPERTY

In consideration of the aforementioned payment of a certain cash sum by Grantee and the execution and delivery by Grantee to Grantors of a certain written promissory note, and as part of a single transaction, Grantors as the owners in fee of the following described property consisting of four (4) tracts hereby adopt the following restrictions, covenants and conditions which shall run with title to the land and be binding upon Grantors, their successors and assigns, and all owners, tenants or occupants of the said property, or any part thereof, or interest therein, said property (which Grantors hereby expressly warrant they own) being more particularly described as follows, to-wit:

GRANTORS' RETAINED TRACT 1:

Beginning at the northwest corner of the tract conveyed herein to Grantee, in the south line of Westheimer Road;

Thence South $0^{\circ} 20' 14''$ East, at 738.13 feet pass the southwest corner of Grantee's tract, a total distance of 864.57 feet, more or less, to the north line of Briar-meadow, Section 1, and the south line of Grantors' land;

Thence West along the north line of Briar-meadow, Section 1, a distance of 640.00 feet, more or less, to the southeast corner of the Walter Fritsche tract;

Thence North $0^{\circ} 20' 54''$ West 865.59 feet, more or less, to the south line of Westheimer Road;

Thence East along the south line of Westheimer Road 640 feet, more or less, to the Place of Beginning (and referred to herein as "Grantors' Retained Tract 1").

GRANTORS' RETAINED TRACT 2:

Beginning at a 3/4-inch iron pipe which is the southwest corner of the above described tract conveyed to Weingarten Markets Realty Company and the northwest corner of this Grantors' Retained Tract 2;

Thence North 89° 45' 53" East along the south line of the said Weingarten Markets Realty Company Tract a distance of 319.66 feet to a 3/4-inch iron pipe lying in the west line of Hillcroft Avenue, said point also being the southeast corner of the Weingarten Markets Realty Company Tract;

Thence in a southwesterly direction along a curve to the right along the west right-of-way line of Hillcroft Avenue (formerly known as Smith Road) a distance of 136 feet to the north line of Briar Meadow Section 1, an addition in Harris County, Texas;

Thence South 89° 45' 53" West along the north line of the said Briar Meadow Section 1 a distance of 292.92 feet to a point for corner;

Thence North 0° 20' 14" West a distance of 126.44 feet to the point of beginning; and Reserve A and Reserve K, Briar Meadow Section 1.

GRANTORS' RETAINED TRACT 3:

Beginning at a 1/2-inch iron rod at the intersection of the south right-of-way line of Westheimer Road (120 feet in width) with the west right-of-way line of Hillcroft Avenue (formerly known as Smith Road) as realigned to a width of 100 feet;

Thence South 89° 50' 49" West a distance of 125 feet to a 3/4-inch iron pipe for corner;

Thence South 1° 2' 47" East a distance of 125 feet to a 3/4-inch iron pipe for corner;

Thence North 89° 50' 49" East a distance of 125 feet to a 3/4-inch iron pipe set in the west right-of-way line of Hillcroft Avenue;

Thence North 1° 2' 47" West along the west right-of-way line of Hillcroft Avenue a distance of 125 feet to the Place of Beginning.

GRANTORS' RETAINED TRACT 4:

Beginning at the northwest corner of Grantors' Retained Tract 1 in the south line of Westheimer Road;

Thence South 0° 20' 54" East along the west line of Tract 1 a distance of 865.59 feet to the north line of Briar Meadow, Section 1;

Thence West along the north line of Briar Meadow, Section 1, a distance of 210.08 feet to the southwest corner of the Walter Fritsche tract;

Thence North along the west line of the Walter Fritsche tract a distance of 865.40 feet, more or less, to the south line of Westheimer Road;

Thence East along the south line of Westheimer Road a distance of 210.08 feet to the Place of Beginning.

Such restrictions, covenants and conditions are as follows:

✓A. No part of Grantors' Retained Tract 1, Tract 2, Tract 3 or Tract 4 shall be used for operation of a supermarket, or for sale of groceries or food for off-the-premises consumption unless the total area of such store is less than three thousand (3,000) square feet; however, this provision shall not prevent the retail sale of food for off-the-premises consumption by a store, the principal business of which (as measured by both gross sales and floor area) is something other than sale of food if the area devoted to such sale of food in such store is less than 3,000 square feet.

✓B. No part of the east four hundred (400) feet of Grantors' Retained Tract 1 shall be used for any purpose or use except for retail sales of merchandise (other than groceries or food for off-the-premises consumption, except as stated in Paragraph A above) and for the parking of such automobiles and service vehicles as may be necessarily incident thereto.

✓C. No part of Grantors' Retained Tract 1 (other than the east 400 feet thereof) shall be used for any purpose or use except for retail sales of merchandise (other than groceries or food for off-the-premises consumption, except as stated in Paragraph A above), or for general offices or for apartments or residences and for parking of such automobiles and service vehicles as may be necessarily incident to any one or more such uses.

✓D. No part of Grantors' Retained Tract 2 shall be used for any purpose or use except for retail sales of merchandise (other than groceries or food for off-the-premises consumption, except as stated in Paragraph A above) or for a gasoline filling station or for general offices or for parking of such automobiles and service vehicles

as may be necessarily incident to any of such uses or as a parking area and service driveway serving Grantors' Retained Tract 1

✓ E. No part of Grantors' Retained Tract 3 shall be used for any purpose or use except for a gasoline filling station or for retail sales of merchandise (other than groceries or food for off-the-premises consumption, except as stated in Paragraph A above) or for parking of such automobiles and service vehicles as may be necessarily incident to any of such uses.

F. Grantors shall maintain on the east four hundred (400) feet of Grantors' Retained Tract 1 and also on the balance of Tract 1 if one or more retail stores are constructed or operated thereon, on Tract 2 if a retail store^{or office building} is constructed or operated thereon, and on Tract 3 if a retail store is constructed or operated thereon, a parking area having a ratio of three (3) square feet of parking area (which term as here used includes vehicle parking spaces, driveways, aisles, sidewalks, and loading and service zones) on each such tract for each one (1) square foot of gross floor area of the building or buildings erected on such respective tract, and in no event shall such parking area provide for less than nine (9) car parking spaces on each tract for each one thousand (1,000) square feet of gross floor area of the building or buildings erected on such respective tract. Grantors will maintain on the balance of its Retained Tract 1 (West of the east 400 feet thereof) if said tract is used for offices or apartments or residences a parking area of such size that the ratio of parking area to building area is commensurate with the requirements of good practice. Such parking area of the size described above on such respective tract shall be paved or black-topped, marked with lines indicating parking spaces and completed with necessary curbs, driveways, lights and other facilities prior to or contemporaneously with completion of such building or buildings. Grantors will make all necessary repairs and perform such maintenance as may be necessary or desirable to keep the surface of the said parking area smooth and readily traversable in all types of weather at all

times, and Grantors shall reasonably light such parking area after dusk during the business hours of a majority of the occupants of its retained property. Insofar as the foregoing may require that Grantors provide and maintain a parking area upon that portion of Grantors' Retained Tract 1 lying West of the east four hundred (400) feet thereof, such requirements shall not prohibit Grantors from providing and maintaining the parking area ratio by means of an elevated parking area or areas, any of the foregoing provisions notwithstanding. It being understood and agreed that Grantors are obligated to maintain on the east four hundred (400) feet of Grantors' Retained Tract 1 a ratio of three (3) square feet of parking area for each one (1) square foot of gross floor area of the building or buildings erected thereon as more particularly described above, without reference to and without counting any elevated parking area or any other parking area on the balance of Grantors' Retained Tract 1 or any other tracts. Notwithstanding the foregoing provisions relating to providing and maintaining a parking area, it is expressly agreed and stipulated that in the event a gasoline service station for the retail sale of petroleum products and allied merchandise is erected and operated on the east 125 feet of Grantors' Retained Tract 2 and in the event a gasoline service station for the retail sale of petroleum products and allied merchandise is erected and operated on Grantors' Retained Tract 3, then as to either of said sites used for a gasoline service station the foregoing requirements for the establishment and maintenance of a parking area thereon shall not apply during the time that either of said sites is used for that purpose.

✓ G. Without limiting the foregoing requirements as to size of the parking area, all Grantors' Retained Tract 1 north of the building set-back lines established in Paragraphs H and I below shall be used only for vehicular parking and necessary drives and aisles therefor, and Grantors hereby grant, sell and convey to Grantee a free and unobstructed, but non-exclusive, easement over and across all such

parking area, driveways, aisles, service areas, sidewalks, and service drives in the area north of said building lines and any other parking area constructed on Grantors' retained property so that Grantee, its successors, assigns, customers, tenants and invitees shall have rights of ingress to and egress from Grantee's property over and across all said parking areas from that part of Westheimer Road and High Meadow Drive, on which Grantors' retained property fronts, for pedestrian and vehicular traffic of all kinds. Notwithstanding the foregoing provisions of this paragraph, in the event a gasoline service station is erected and operated on the east one hundred twenty-five (125) feet of Grantors' Retained Tract 2 or on Grantors' Retained Tract 3, then the provisions of this paragraph granting an easement over and across that part of the above sites used as a gasoline service station shall not apply and the Grantee shall have no right of ingress and egress over and across either of said sites while the same is being used for a gasoline service station.

X H. No building or part thereof shall be constructed, maintained or permitted on any part of the east four hundred (400) feet of Grantors' Retained Tract 1 north of a line parallel to Westheimer Road and three hundred fifty (350) feet south thereof; such line is hereby established as the minimum building set-back line for the east four hundred (400) feet of Grantors' Retained Tract 1.

X I. No building or part thereof shall be constructed, maintained or permitted on any part of Grantors' Retained Tract 1 (other than the east 400 feet thereof) north of a line parallel to Westheimer Road and one hundred (100) feet south thereof, and such line is hereby established as the minimum building set-back line for all Grantors' Retained Tract 1 other than the east 400 feet thereof.

X J. Any building erected on/Grantors' Retained Tract 1 will be of steel and masonry construction and sales areas will be air-conditioned. Any building erected on/ Grantors' Retained Tract 1 will have a front of visual glass and either face-brick or stone. Prior to awarding the

contract for construction of any building or buildings on the east 400 feet of Tract 1, Grantors will send copies of plans and specifications for such building or buildings to Grantee; however, approval of such plans and specifications by Grantee shall not be required.

X K. Each and all of the foregoing restrictions, covenants and conditions affecting and covering the land hereinbefore designated as Retained Tracts 1, 2, 3 and 4, shall run with title to the land and shall be binding upon Grantors, their respective successors and assigns, and all owners, tenants or occupants of the said property, or any part thereof, or any interest therein, as to portions thereof for the periods of time as follows:

1. As to the east four hundred (400) feet of Retained Tract 1 and all of Retained Tracts 2 and 3, for a period of fifty (50) years from this date.

2. As to the remainder of Grantors' Retained Tract 1 and all of Retained Tract 4, as follows:

(a) For a period of fifty (50) years from this date insofar as the provisions of Paragraph "A" above are concerned; and

(b) For a period of twenty (20) years from this date insofar as all other provisions prohibiting the use thereof except Paragraph "A" above, are concerned.

* { unless the same are altered or terminated in whole or in part, as to any portions of said retained tracts, at an earlier date as elsewhere provided herein. Such restrictions, covenants and conditions shall be for the benefit of Grantee, its successors and assigns. In the event of any violation or attempted or threatened violation of any such restriction, covenant or condition, then, in addition to all other remedies which it may have at law or in equity, Grantee shall also have the right to obtain an injunction against such violation or attempted or threatened violation merely by proving the existence of such violation or attempted or threatened violation and without the necessity of proving the inadequacy of legal remedies or irreparable loss.

AMENDMENT, ALTERATION OR CANCELLATION
AND RELEASE OF RESTRICTIONS

Any of the foregoing provisions to the contrary notwithstanding:

1. In the event Grantee fails to give written notice of its intention to construct a building upon the tract conveyed to Grantee herein, or having given said notice Grantee fails to begin construction of said building, all in accordance with the provisions of Paragraph VIII above, and Grantors fail to exercise their option to repurchase said tract within the time specified in said Paragraph VIII, then Grantors shall elect, within six (6) months immediately following the four (4) year period from this date, either to:

(a) Continue the restrictions, covenants and conditions hereinbefore set forth which apply to the tract conveyed to Grantee herein (except the provisions of Paragraph V above) and the restrictions, covenants and conditions hereinbefore set forth which apply to Grantors' Retained Tracts insofar and only insofar as they cover and relate to the east three hundred twenty-five (325) feet of Grantors' Retained Tract 1, for the remainder of the fifty (50) year period; and release and relieve all of the remainder of Grantors' Retained Tracts from all restrictions, covenants and conditions hereinbefore set forth as applicable thereto under any circumstance; or

(b) Release and relieve all of the tract conveyed herein to Grantee and all of Grantors' Retained Tracts from all of the restrictions, covenants and conditions hereinbefore set forth as the same cover and affect the respective tracts.

The election of Grantors shall be evidenced by a written instrument setting forth Grantors' decision, executed and acknowledged in recordable form by the duly authorized officers of Grantors, and duly filed for record in the County Clerk's Office in Harris County, Texas, prior to the end of the six (6) months period referred to above; provided, however, if Grantors fail to file said instrument for record within said six (6) months period, then the provisions of sub-paragraph (a) above shall apply.

2. In the event Grantee constructs a building upon the tract conveyed to Grantee herein within the time specified elsewhere herein and commences the operation of a supermarket grocery therein as elsewhere referred to herein, but Grantee, or such persons, firms or corporations who have succeeded Grantee in the operation of its chain of supermarkets, ceases to operate a supermarket for the retail sale of foods in said building for a period of sixty (60) consecutive days during a time when any portion of Grantors' Retained Tracts are subject to the provisions of any of the restrictions, covenants and conditions elsewhere set forth herein, then the then owners of fifty-one per cent (51%) of the area of Grantors' Retained Tracts then subject to any of said restrictions, covenants and conditions may release and cancel any and all of said restrictions, covenants and conditions then in force against the retained tracts or any part thereof; provided that with respect to any restriction, covenant or condition released or cancelled as to any of Grantors' Retained Tracts, the corresponding restriction, covenant or condition relating to the same subject matter and applicable to Grantee's property shall automatically be released and cancelled, ipso facto, by the release and cancellation of the restriction, covenant or condition applicable to any of Grantors' Retained Tracts. By way of example, if the restriction establishing building set-back lines on Grantors' Retained Tract 1 (contained in Paragraph H above) should ever be cancelled and released, then the corresponding restriction relating to building set-back lines on the property herein conveyed to Grantee (as contained in Paragraph III above) shall automatically, ipso facto, likewise be released and cancelled; similarly, if the restriction requiring a certain part of the area of Grantors' Retained Tracts to be used for parking (contained in Paragraph F above) shall ever be released or cancelled, then the corresponding restriction requiring a certain part of the area of the property herein conveyed to Grantee to be used for parking (contained in Paragraph VI above) shall automatically, ipso facto, likewise be released and cancelled. The sixty (60) day period during which operations are not continued as specified above shall not include any

time during which alterations, repairs and remodeling are being carried on, whether the work is due to damage by fire or other causes or not, provided the work is carried on without unreasonable delay chargeable to the then owner of Grantee's tract; nor shall such period include any time during which operations shall have been discontinued by reason of any governmental order or restriction, act of God, war or civil commotion, or other cause beyond the reasonable control of Grantee or the then owner of Grantee's tract other than financial difficulties. In the event the supermarket on said premises is closed to the public for more than one hundred twenty (120) days in any one calendar year period, then the owners of fifty-one per cent (51%) of the area of Grantors' Retained Tracts shall be entitled to release and cancel the restrictions, covenants and conditions then in force against said retained tracts or any part thereof, and thereupon the release and cancellation shall be effective as to the corresponding restrictions, covenants and conditions applicable to Grantee's property in the same manner as elsewhere provided in this paragraph.

3. The restrictions, covenants and conditions affecting the respective tracts of Grantors and Grantee may be altered, amended or released in whole or in part as to any portion of said tracts by the agreement of the then owner of the tract conveyed to Grantee herein and the then owner or owners of at least fifty-one per cent (51%) of the portion of Grantors' Retained Tracts then subject to the restrictions, covenants and conditions hereinbefore set forth. Such alteration, amendment or release shall be by an instrument in writing setting forth the change to be made, executed and acknowledged in recordable form and filed for record in the County Clerk's Office in Harris County, Texas.

~~EXECUTED~~ this 1st day of May, 1958.

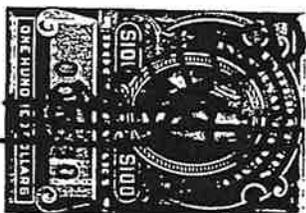
ATTEST:

Assistant Secretary
Secretary

MAJES CORP.

By

J. E. Lyon
(J. E. Lyon) President



ATTEST:

Hazel Hess
Secretary

TERRY WESTHEIMER LAND CO.

By *Edward R. T. T.*
President

ATTEST:

Lucy ...
Secretary

MISCHER WESTHEIMER LAND CO.

By *A. M. Mischer*
President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared J. E. LYON, President of MAJES CORP., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 1st day of May, 1958.

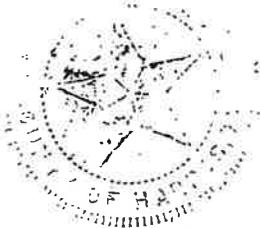
Robert ...
Notary Public in and for Harris
County, Texas.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence L. Jones President of TERRY WESTHEIMER LAND CO., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 1 day of May, 1958.

Howell E. McCaskill
Notary Public in and for Harris
County, Texas.
HOWELL E. McCASKILL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1959



THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared W. M. MISCHER President of MISCHER WESTHEIMER LAND CO., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 1st day of May, 1958.

Mabel Walter
Notary Public in and for Harris
County, Texas.

STATE OF TEXAS }
COUNTY OF HARRIS }

I, W. D. MILLER, CLERK COUNTY COURT OF HARRIS COUNTY, TEXAS, do hereby certify that the above and foregoing instrument with its certificate of authentication was filed for registration in my office May 9, 1958, at 10:45 o'clock A. M. and duly recorded on June 3, 1958 at 8:58 o'clock A. M. in Vol. 3571, Page 570 of record of deeds for said County. WITNESS my hand and seal of office, at Houston, the day and date last above written.

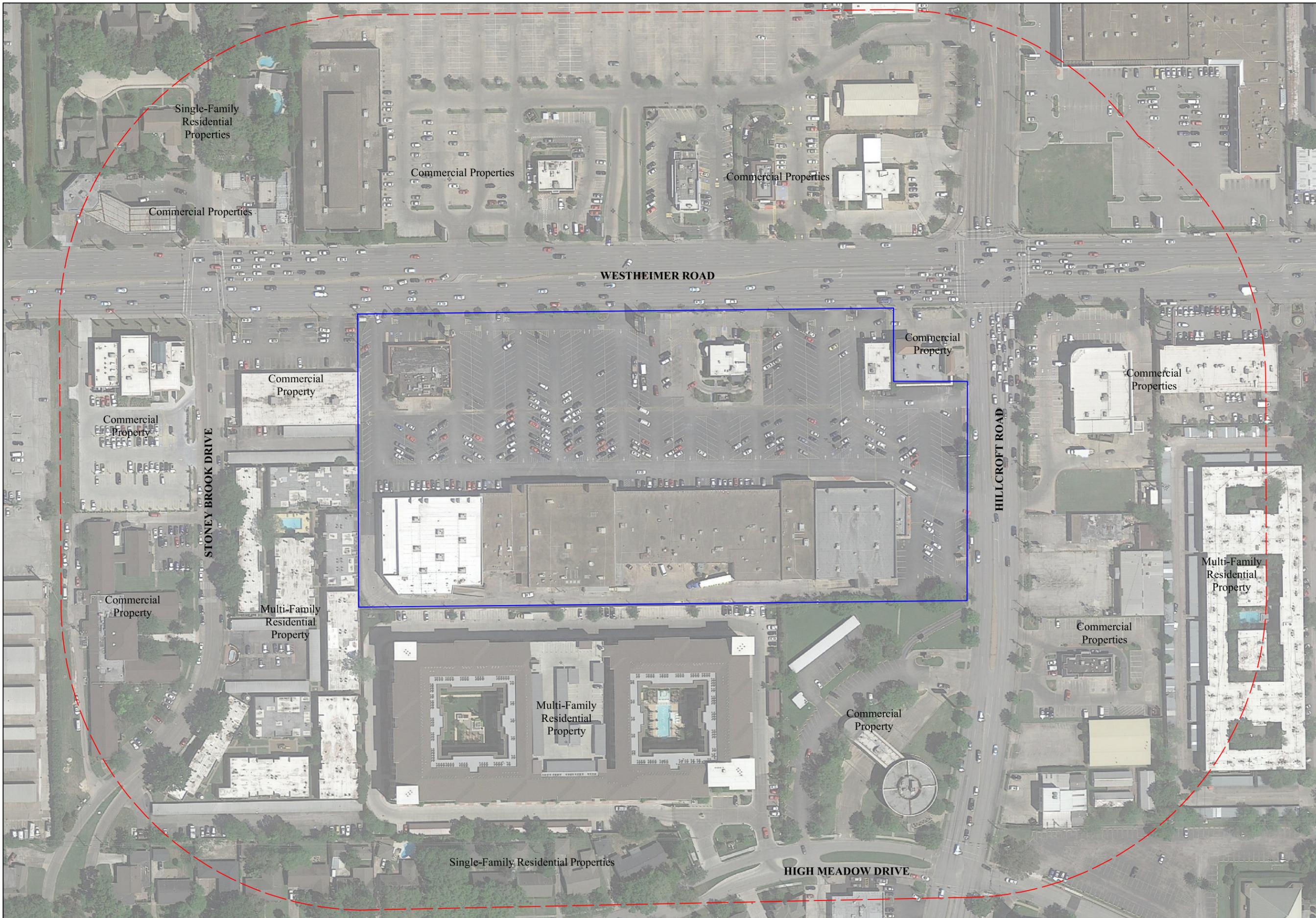
W. D. MILLER,
Clerk County Court, Harris County, Texas.
By Richard E. Kays Deputy.

APPENDIX B

A description of the current use, and, to the extent know, the anticipated use(s), of the designated property and properties within 500 feet of the boundary of the designated property.

The designated property is currently developed as a multi-tenant business park, and is anticipated to be used for commercial purposes. Tenants which lease units within the business park include Subway, Al's Formal Wear, Raising Cane's Chicken Fingers, Doneraki Mexican Restaurant (currently vacant), B-10 Vietnamese Noodlehouse, Office Depot, Anna's Linens, Voss Nails, Sally's Beauty Supply, The Q Salon, Rainbow Fashion, Boost Mobile, Sea Sports Scuba, \$1 Cleaners, Performance Bicycle, Ross Dress For Less, Sinbad Café & Grill, and 99¢ Only Stores. All tenant spaces are operated as retail stores and restaurants with the exception of \$1 Cleaners, which is utilized as a dry cleaning facility.

Properties within 500 feet of the boundary of the designated property are developed for commercial use, single-family residential use, and multi-family residential use. A map illustrating the current property uses within 500 feet of the boundary of the designated property is included as **Figure B**.



LEGEND:

- Approximate Property Boundary
- - - 500' Boundary From Site

500' PROPERTY USE MAP

\$1 CLEANERS

7547 WESTHEIMER ROAD

HOUSTON, HARRIS COUNTY, TEXAS

VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289

File Name: Figure B

Drawn By: PB

Approved: BC

Date: 8/18/2014

Revised:

SCALE:
1" = 150'



FIGURE

B

APPENDIX C

A site map(s) showing:

- a) The location of the designated property;*
- b) The topography of the designated property as indicated on publicly available sources, which must note the watershed including the nearest surface water body and whether the designated property is located in a floodplain or floodway, as those terms are defined in Chapter 19 of the Code of Ordinances;*
- c) The detected area of groundwater contamination;*
- d) The location of all soil sampling locations and all groundwater monitoring wells;*
- e) Groundwater gradients, to the extent known, and direction of groundwater flow;*
- f) The ingestion protective concentration level exceedence zone for each contaminant of concern, to the extent known; and*
- g) Depth to groundwater for each affected zone.*

The above referenced site maps are illustrated in the following figures:

Figure C-a1 – Site Location Map

Figure C-a2 – Site Map

Figure C-b1 – Topographic Map

Figure C-b2 – Flood Insurance Rate Map

Figure C-c – Detected Groundwater Contamination Map

Figure C-d – Groundwater Monitor Well & Soil Boring Location Map

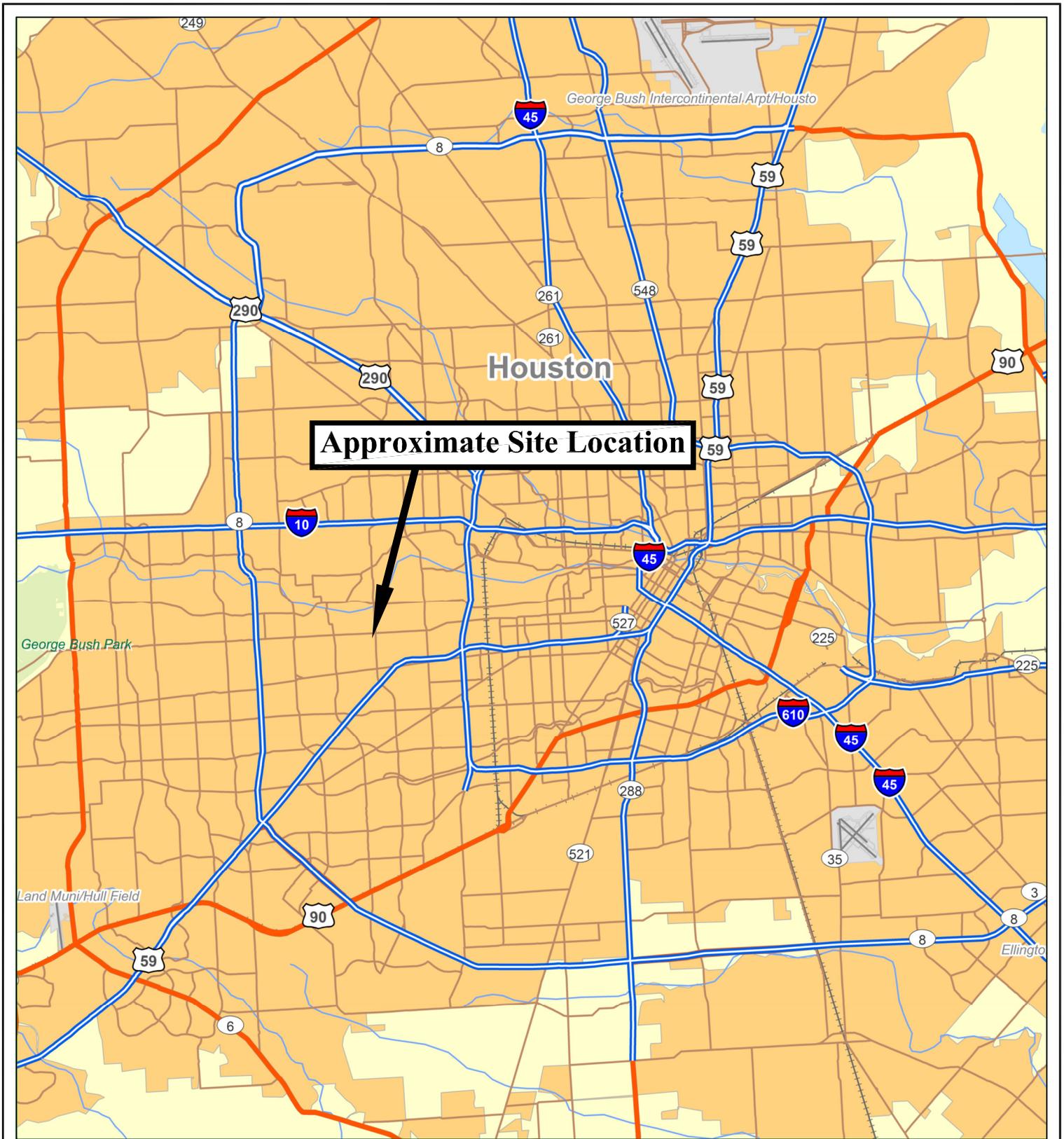
Figure C-e1 – Groundwater Gradient Map (9-5-2013)

Figure C-e2 – Groundwater Gradient Map (1-9-2014)

Figure C-e3 – Groundwater Gradient Map (3-10-2014)

Figure C-e4 – Groundwater Gradient Map (6-18-2014)

Figure C-f1 – Groundwater PCLE Zone Map



Approximate Site Location

Legend:

	 ese partners	SITE LOCATION MAP		FIGURE C-a1			
	SCALE: 1" = 20,000' 	\$1 CLEANERS 7547 WESTHEIMER ROAD HOUSTON, HARRIS COUNTY, TEXAS VOLUNTARY CLEANUP PROGRAM ID NO. 2612					
		<i>Job Number</i> 13-0289	<i>File Name</i> Figure C-a1	<i>Drawn By</i> PB	<i>Approved</i> BC	<i>Date</i> 8/19/2014	<i>Revised</i>

Former United Transmissions LPST 118881

Commercial Property (Barnes and Noble)

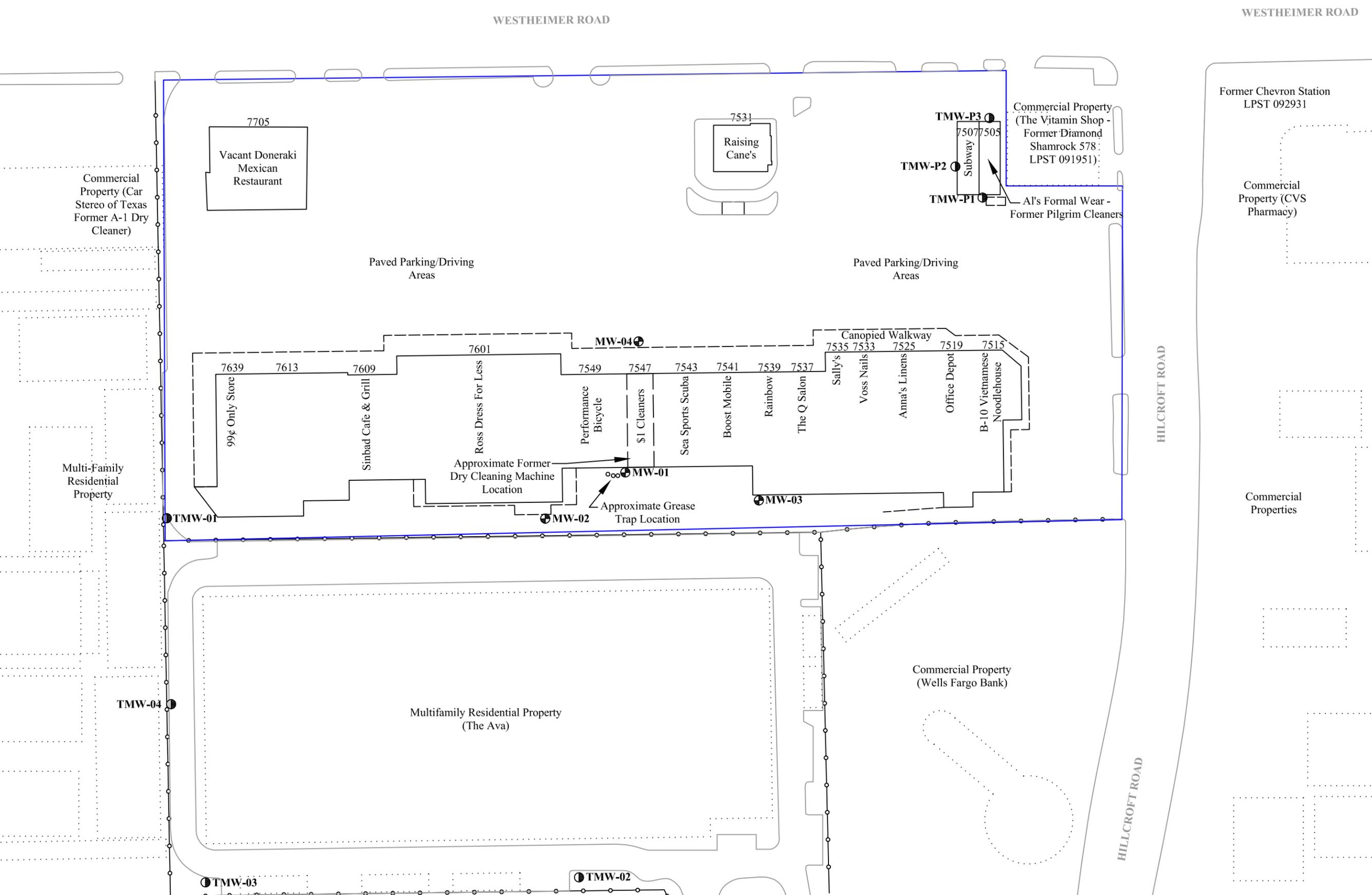
Commercial Properties (Shopping Center)

Former Chevron LPST 118210



LEGEND:

- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Roads
- Groundwater Monitor Well Location / Soil Boring Location
- Temporary Monitor Well Location / Soil Boring Location



WESTHEIMER ROAD

Former Chevron Station LPST 092931

Commercial Property (CVS Pharmacy)

HILLCROFT ROAD

HILLCROFT ROAD

SITE MAP

\$1 CLEANERS
 7547 WESTHEIMER ROAD
 HOUSTON, HARRIS COUNTY, TEXAS
 VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
 File Name: Figure C-a2
 Drawn By: BC
 Approved: TAO
 Date: 8/19/2014
 Revised:

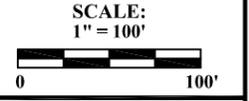
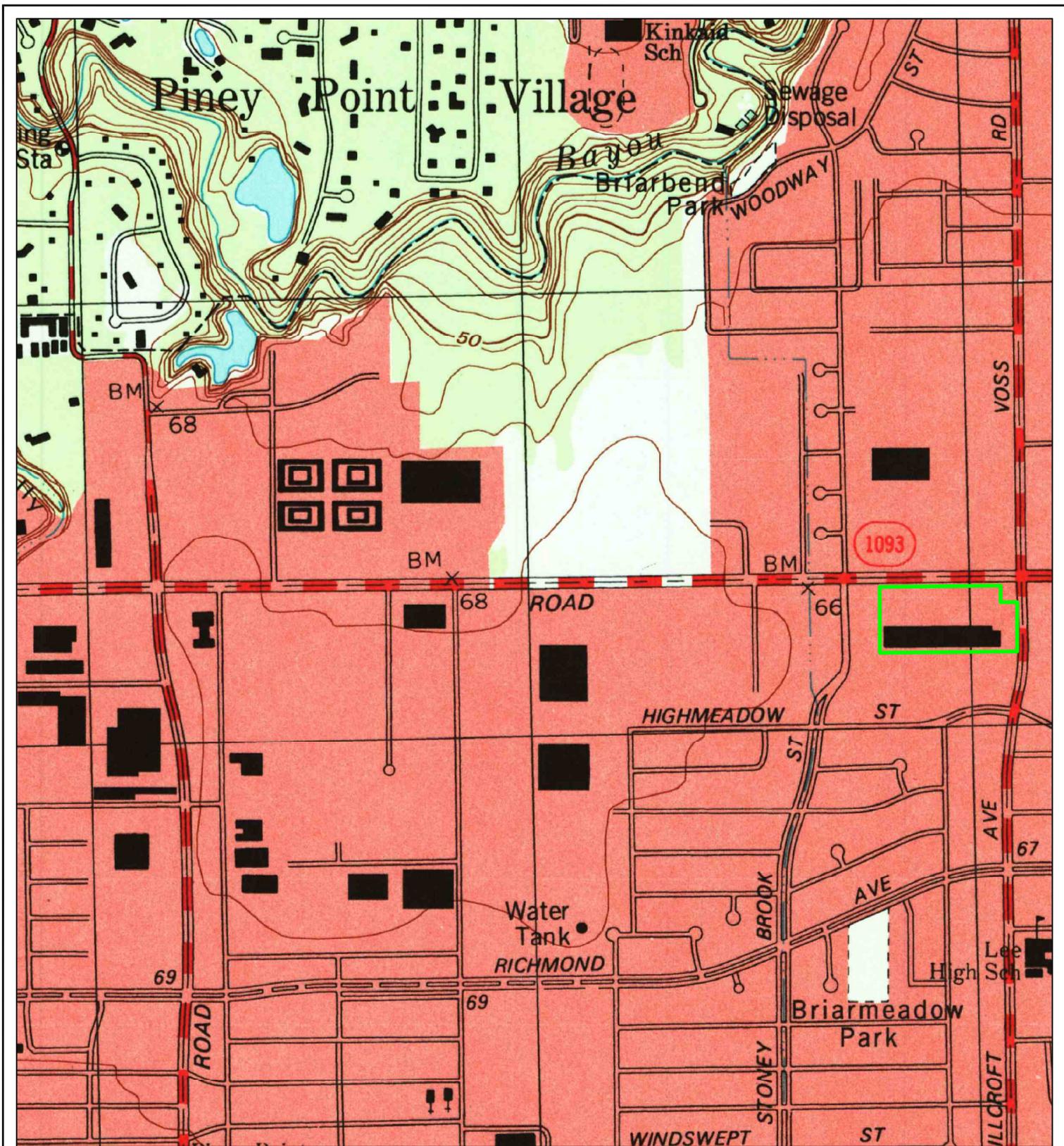


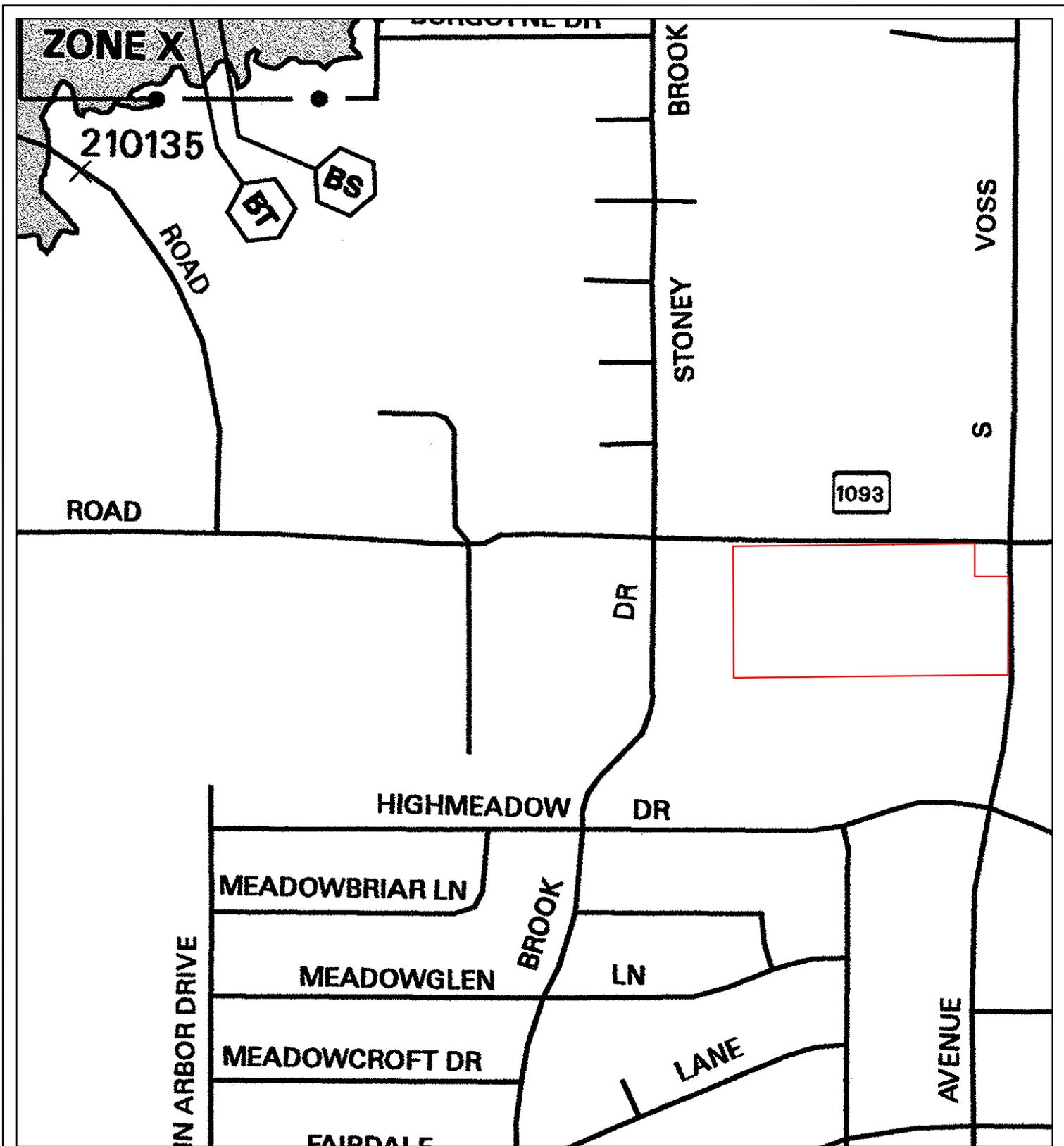
FIGURE C-a2



LEGEND:

 Approximate Property Boundary

		<p>TOPOGRAPHIC MAP</p>	<p>FIGURE C-b1</p>											
<p>USGS 7.5 MINUTE QUADRANGLE: ALIEF, TX 1995</p>	<p>SCALE: 1" = 1,000'</p> 			<p>\$1 CLEANERS 7547 WESTHEIMER ROAD HOUSTON, HARRIS COUNTY, TEXAS VOLUNTARY CLEANUP PROGRAM ID NO. 2612</p> <table border="1"> <thead> <tr> <th>Job Number</th> <th>File Name</th> <th>Drawn By</th> <th>Approved</th> <th>Date</th> <th>Revised</th> </tr> </thead> <tbody> <tr> <td>13-0289</td> <td>Figure C-b1</td> <td>PB</td> <td>BC</td> <td>8/19/2014</td> <td></td> </tr> </tbody> </table>	Job Number	File Name	Drawn By	Approved	Date	Revised	13-0289	Figure C-b1	PB	BC
Job Number	File Name	Drawn By	Approved	Date	Revised									
13-0289	Figure C-b1	PB	BC	8/19/2014										



Legend:

- Approximate Site Boundary
- Zone X - Areas outside the 500-years floodplain

- Zone AE- Areas inside the 100-years floodplain
- Zone X - Areas inside the 500-years floodplain

		<p>FLOOD INSURANCE RATE MAP</p> <p>\$1 CLEANERS 7547 WESTHEIMER ROAD HOUSTON, HARRIS COUNTY, TEXAS VOLUNTARY CLEANUP PROGRAM ID NO. 2612</p>	<p>FIGURE</p> <p style="font-size: 2em;">C-b2</p>												
<p>FM48201C0835L</p>	<p>SCALE: 1" = 500'</p>	<table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><i>Job Number</i></td> <td style="text-align: left;"><i>File Name</i></td> <td style="text-align: left;"><i>Drawn By</i></td> <td style="text-align: left;"><i>Approved</i></td> <td style="text-align: left;"><i>Date</i></td> <td style="text-align: left;"><i>Revised</i></td> </tr> <tr> <td>13-0289</td> <td>Figure C-b2</td> <td>PB</td> <td>BC</td> <td>8/19/2014</td> <td></td> </tr> </table>	<i>Job Number</i>	<i>File Name</i>	<i>Drawn By</i>	<i>Approved</i>	<i>Date</i>	<i>Revised</i>	13-0289	Figure C-b2	PB	BC	8/19/2014		
<i>Job Number</i>	<i>File Name</i>	<i>Drawn By</i>	<i>Approved</i>	<i>Date</i>	<i>Revised</i>										
13-0289	Figure C-b2	PB	BC	8/19/2014											



LEGEND:

- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Groundwater Monitor Well Location
- Temporary Monitor Well Location

MW-01	9/5/2013
Vinyl Chloride (0.0020)	0.0194

Constituent Critical PCL (mg/L) Reported Concentration (mg/L) [PCL Exceedance]

Aerial provided by Google

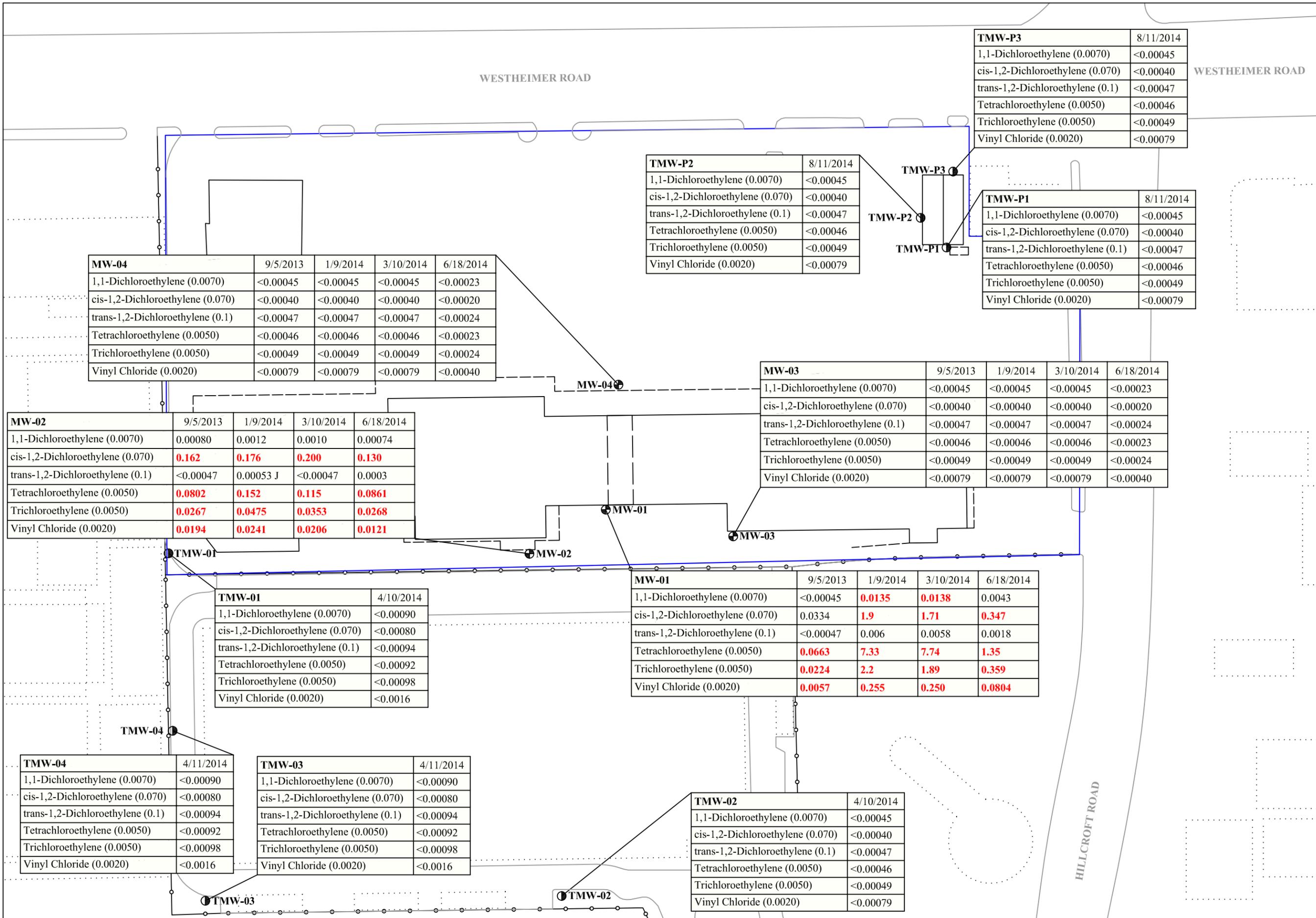
DETECTED GROUNDWATER CONTAMINATION MAP

\$1 CLEANERS
 7547 WESTHEIMER ROAD
 HOUSTON, HARRIS COUNTY, TEXAS
 VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
 File Name: Figure C-c
 Drawn By: BC
 Approved: TAO
 Date: 8/19/2014
 Revised:

SCALE:
 1" = 100'

FIGURE C-c





LEGEND:

- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Groundwater Monitor Well Location
- Soil Boring Location

Aerial provided by Google

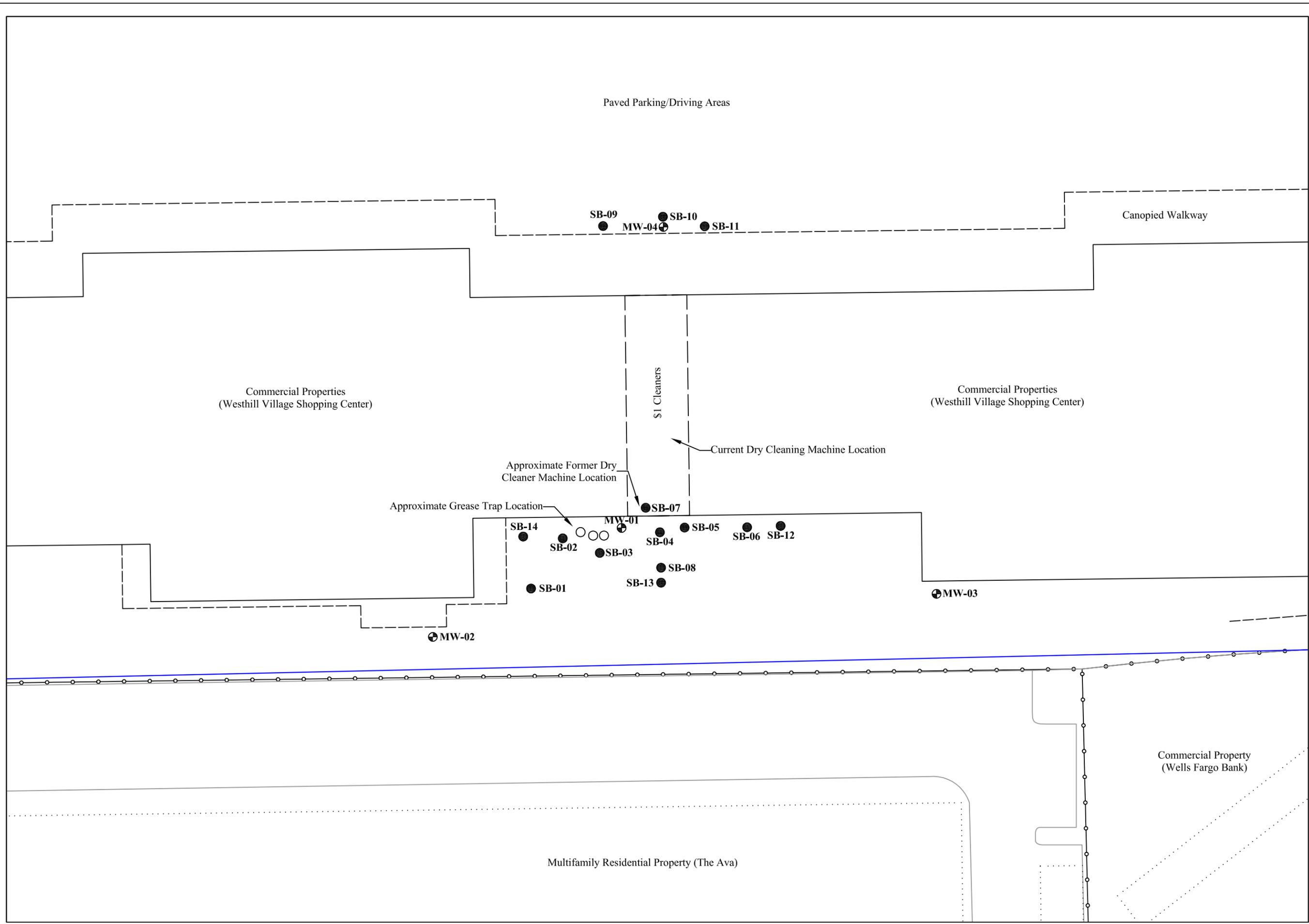
SOIL BORING LOCATION MAP

\$1 CLEANERS
 7547 WESTHEIMER ROAD
 HOUSTON, HARRIS COUNTY, TEXAS
 VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
 File Name: Figure C-d1
 Drawn By: BC
 Approved: TAO
 Date: 8/20/2014
 Revised:

SCALE:
 1" = 40'

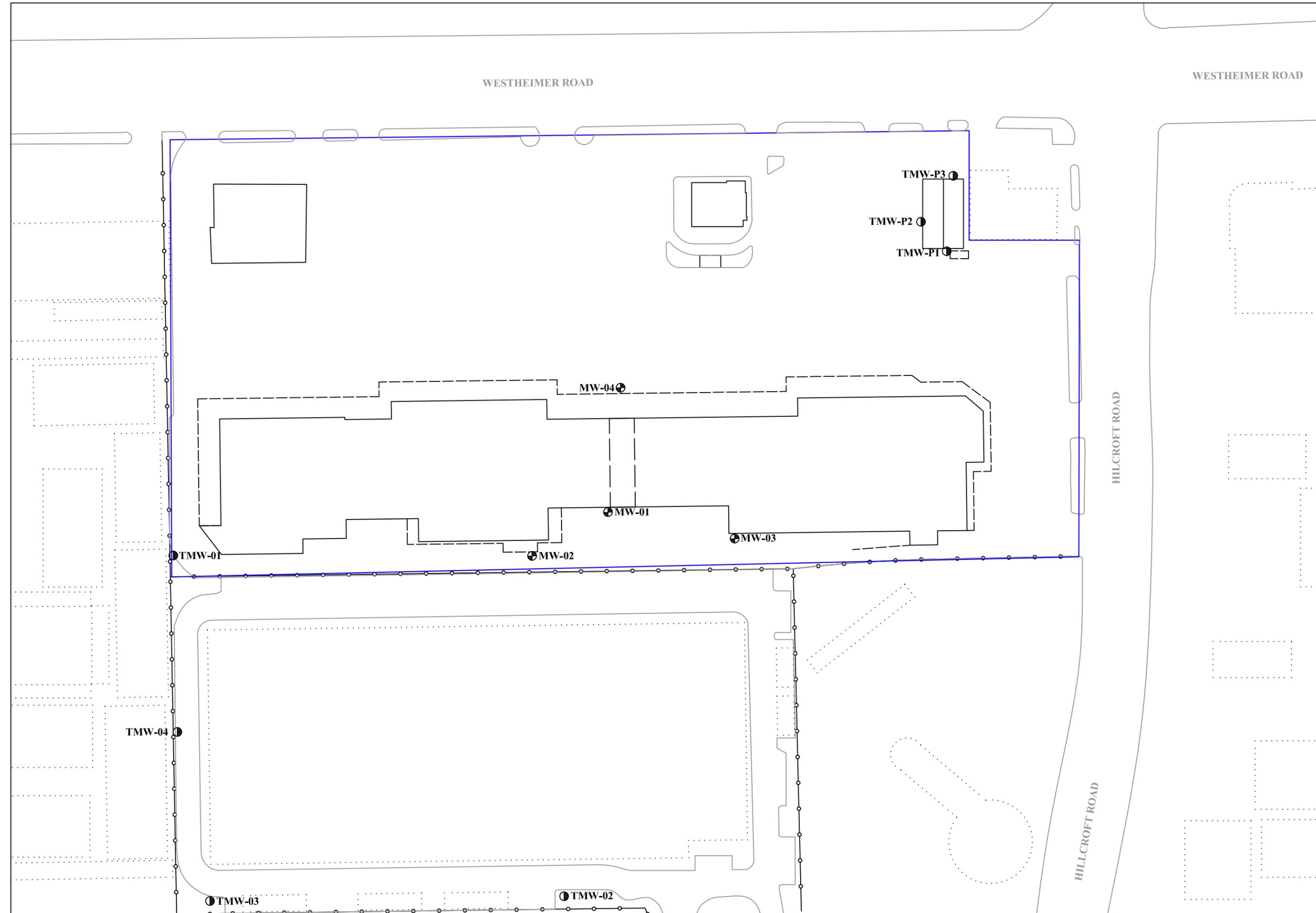
FIGURE C-d1





LEGEND:

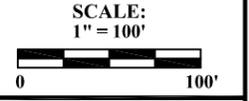
- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Roads
- ⊕ Groundwater Monitor Well Location
- Temporary Monitor Well Location



GW MONITOR WELL LOCATION MAP

\$1 CLEANERS
 7547 WESTHEIMER ROAD
 HOUSTON, HARRIS COUNTY, TEXAS
 VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
 File Name: Figure C-d2
 Drawn By: BC
 Approved: TAO
 Date: 8/27/2014
 Revised:



**FIGURE
 C-d2**



LEGEND:

- Approximate Property Boundary
 - Structures
 - Off-site Structures
 - Fenceline
 - Groundwater Monitor Well Location
 - Temporary Monitor Well Location
 - Groundwater Elevation (ft. AMSL)
 - 49.60' Groundwater Contour Elevation (ft. AMSL)
 - Groundwater Flow Direction
- * Not Included in Gradient*

GROUNDWATER GRADIENT MAP

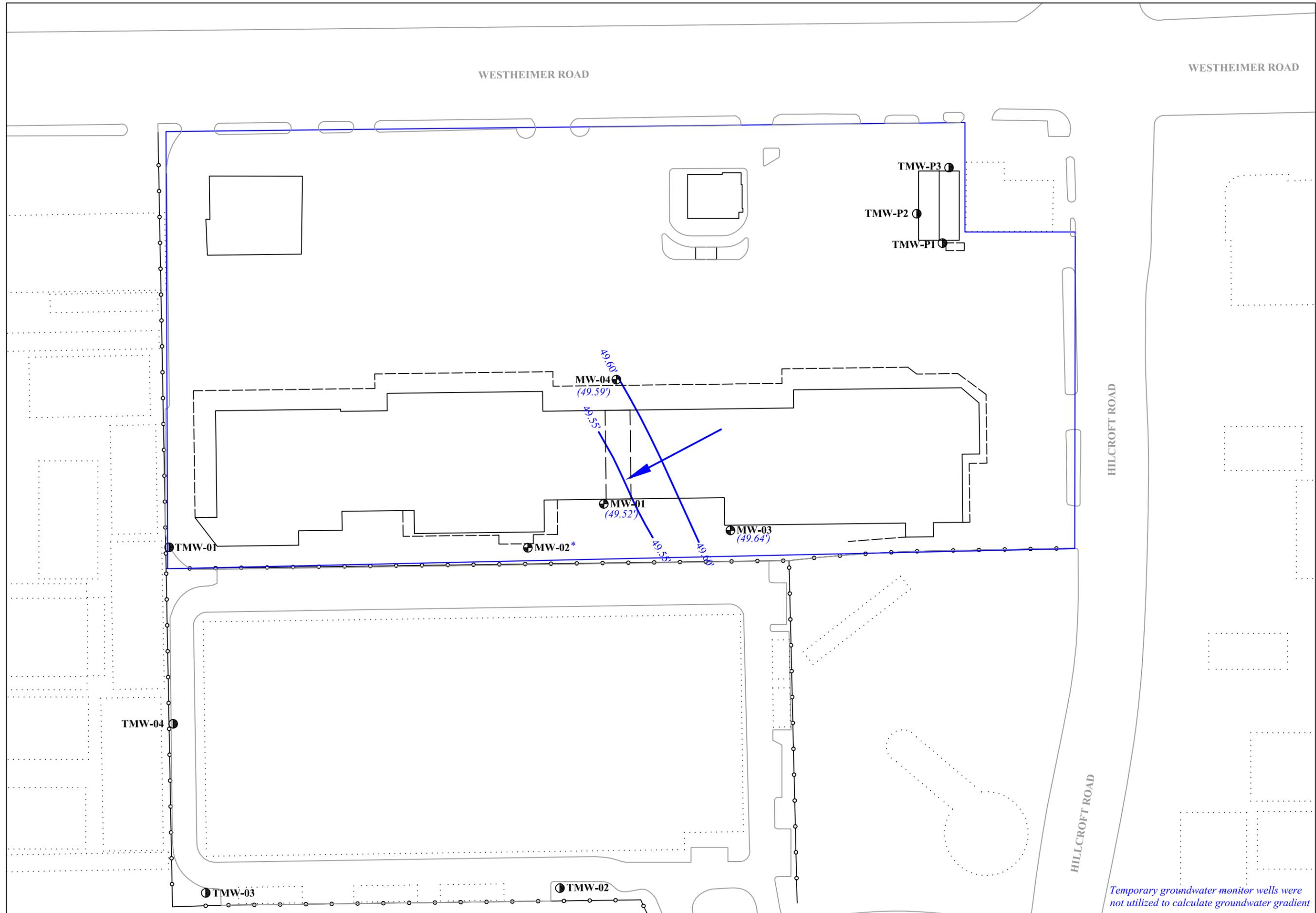
9-5-2013

\$1 CLEANERS
7547 WESTHEIMER ROAD
HOUSTON, HARRIS COUNTY, TEXAS
VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
File Name: Figure C-e1
Drawn By: BC
Approved: TAO
Date: 8/19/2014
Revised:

SCALE:
1" = 100'

**FIGURE
C-e1**



Temporary groundwater monitor wells were not utilized to calculate groundwater gradient



LEGEND:

- Approximate Property Boundary
 - Structures
 - Off-site Structures
 - Fenceline
 - Groundwater Monitor Well Location
 - Temporary Monitor Well Location
 - Groundwater Elevation (ft. AMSL)
 - 49.60' Groundwater Contour Elevation (ft. AMSL)
 - Groundwater Flow Direction
- * Not Included in Gradient*

GROUNDWATER GRADIENT MAP

1-9-2014
 \$1 CLEANERS
 7547 WESTHEIMER ROAD
 HOUSTON, HARRIS COUNTY, TEXAS
 VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
 File Name: Figure C-e2
 Drawn By: BC
 Approved: TAO
 Date: 8/19/2014
 Revised:

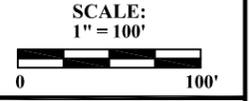
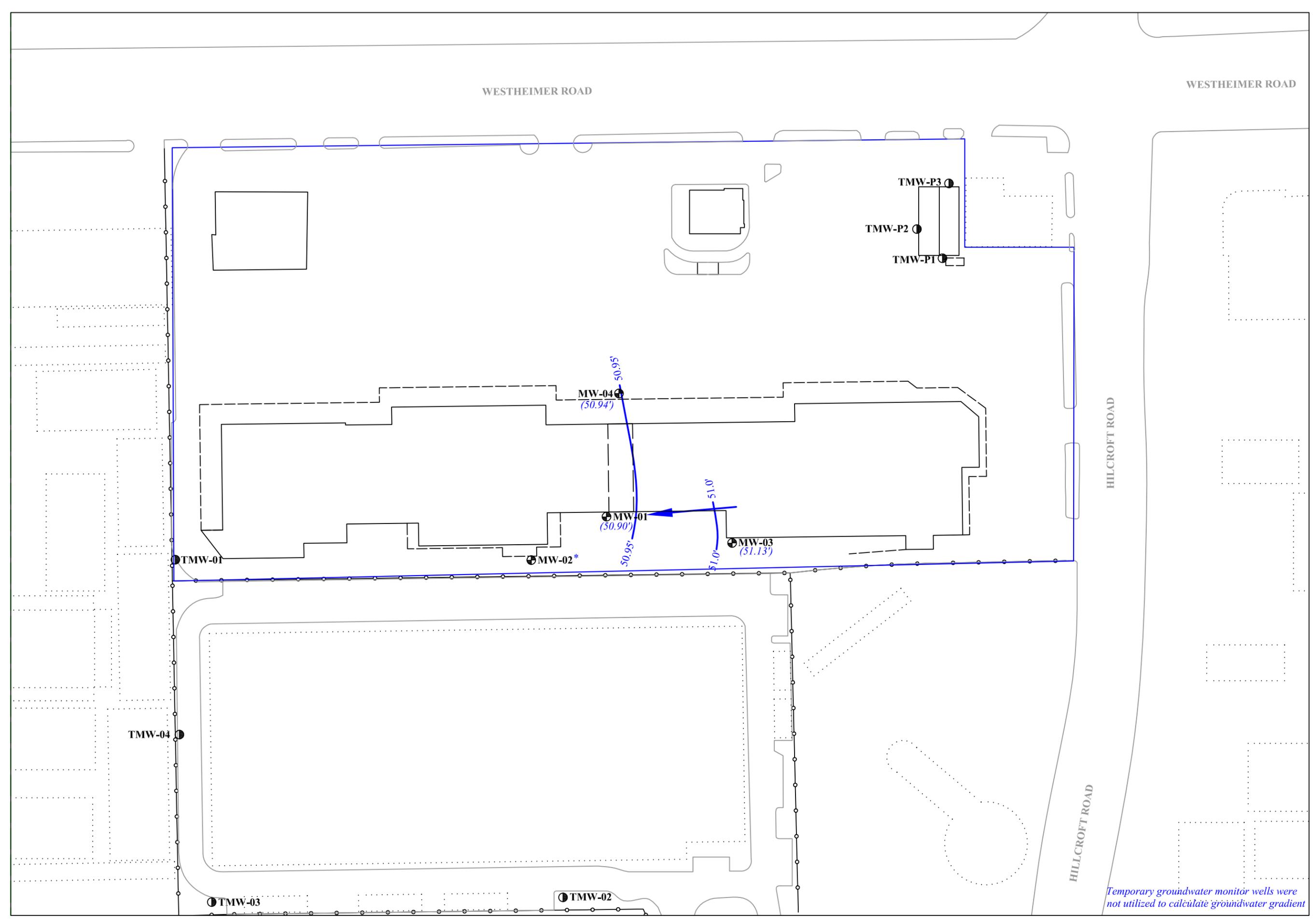


FIGURE C-e2



Temporary groundwater monitor wells were not utilized to calculate groundwater gradient



LEGEND:

- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Groundwater Monitor Well Location
- Temporary Monitor Well Location
- Groundwater Elevation (ft. AMSL)
- 49.60' Groundwater Contour Elevation (ft. AMSL)
- Groundwater Flow Direction

** Not Included in Gradient*

GROUNDWATER GRADIENT MAP

3-10-2014

\$1 CLEANERS

7547 WESTHEIMER ROAD

HOUSTON, HARRIS COUNTY, TEXAS

VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289

File Name: Figure C-e3

Drawn By: BC

Approved: TAO

Date: 4/24/2014

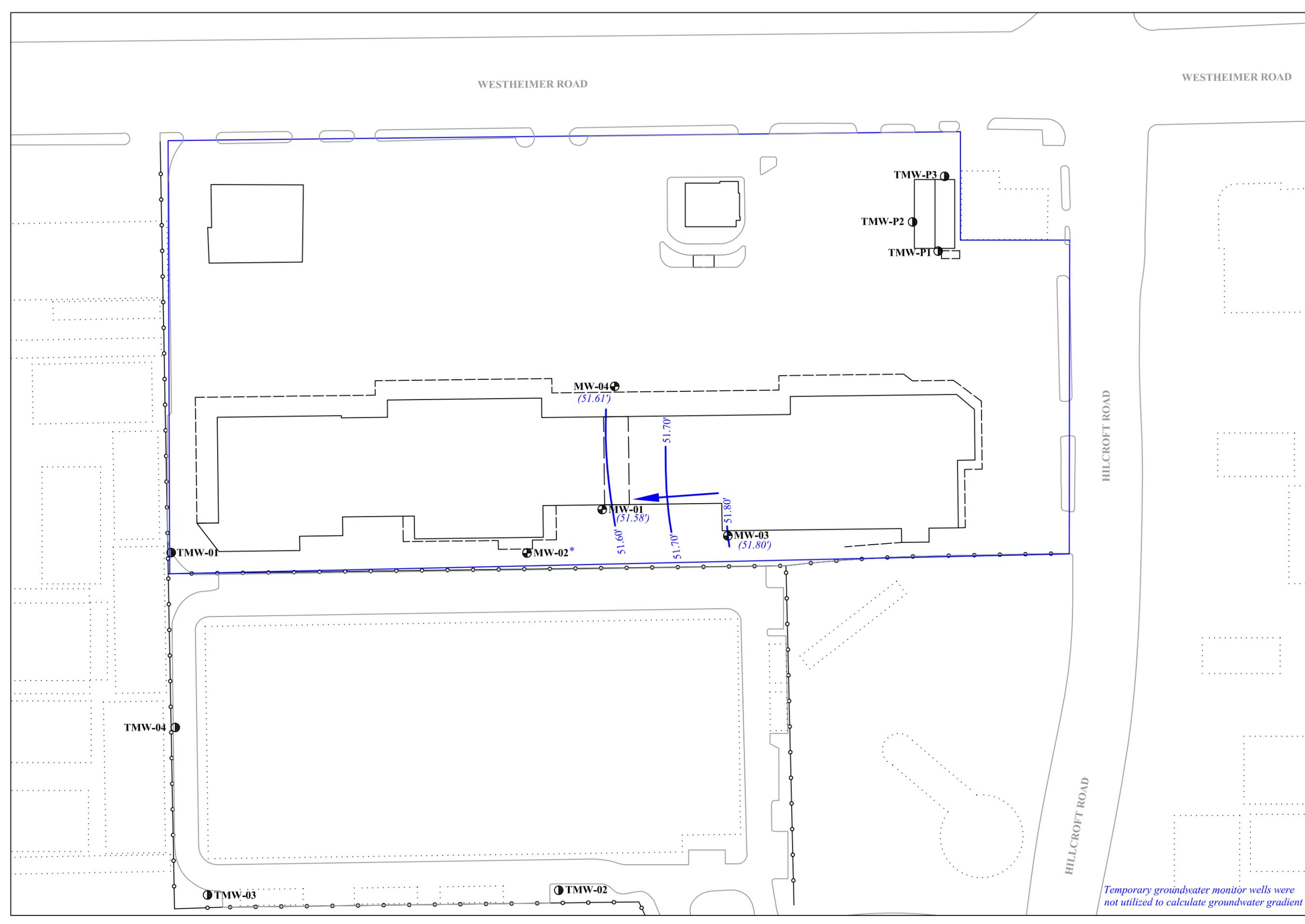
Revised:

SCALE:
1" = 100'



FIGURE

C-e3



Temporary groundwater monitor wells were not utilized to calculate groundwater gradient



LEGEND:

- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Groundwater Monitor Well Location
- Temporary Monitor Well Location
- Groundwater Elevation (ft. AMSL)
- Groundwater Contour Elevation (ft. AMSL)
- Groundwater Flow Direction

** Not Included in Gradient*

GROUNDWATER GRADIENT MAP

6-18-2014

\$1 CLEANERS

7547 WESTHEIMER ROAD
HOUSTON, HARRIS COUNTY, TEXAS

VOLUNTARY CLEANUP PROGRAM ID NO. 2612

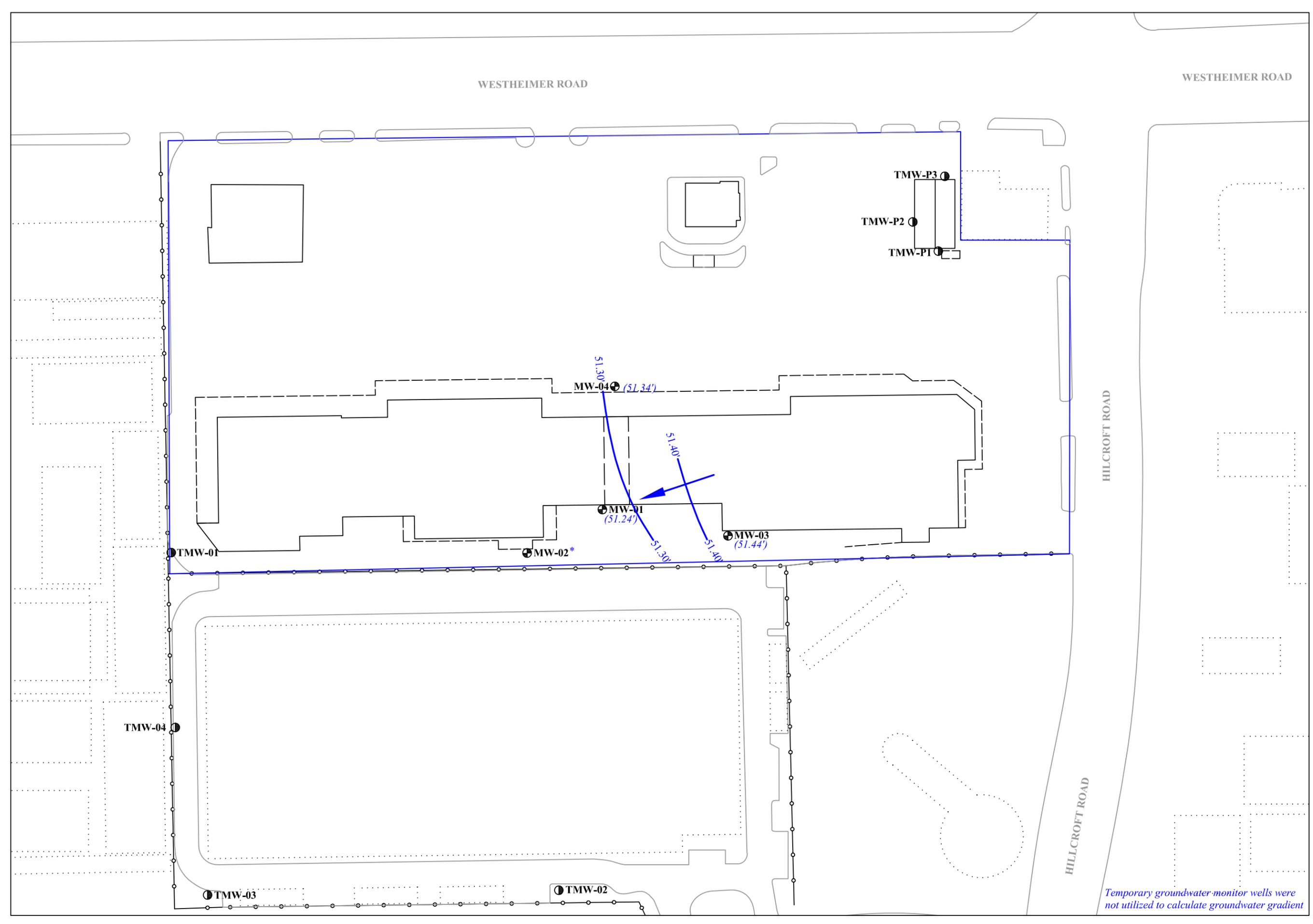
Job Number: 13-0289
File Name: Figure C-e4
Drawn By: BC
Approved: TAO
Date: 8/20/2014
Revised:

SCALE:
1" = 100'



FIGURE

C-e4



Temporary groundwater-monitor wells were not utilized to calculate groundwater gradient



LEGEND:

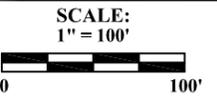
- Approximate Property Boundary
- Structures
- Off-site Structures
- Fenceline
- Groundwater Monitor Well Location
- Temporary Monitor Well Location

Aerial provided by Google

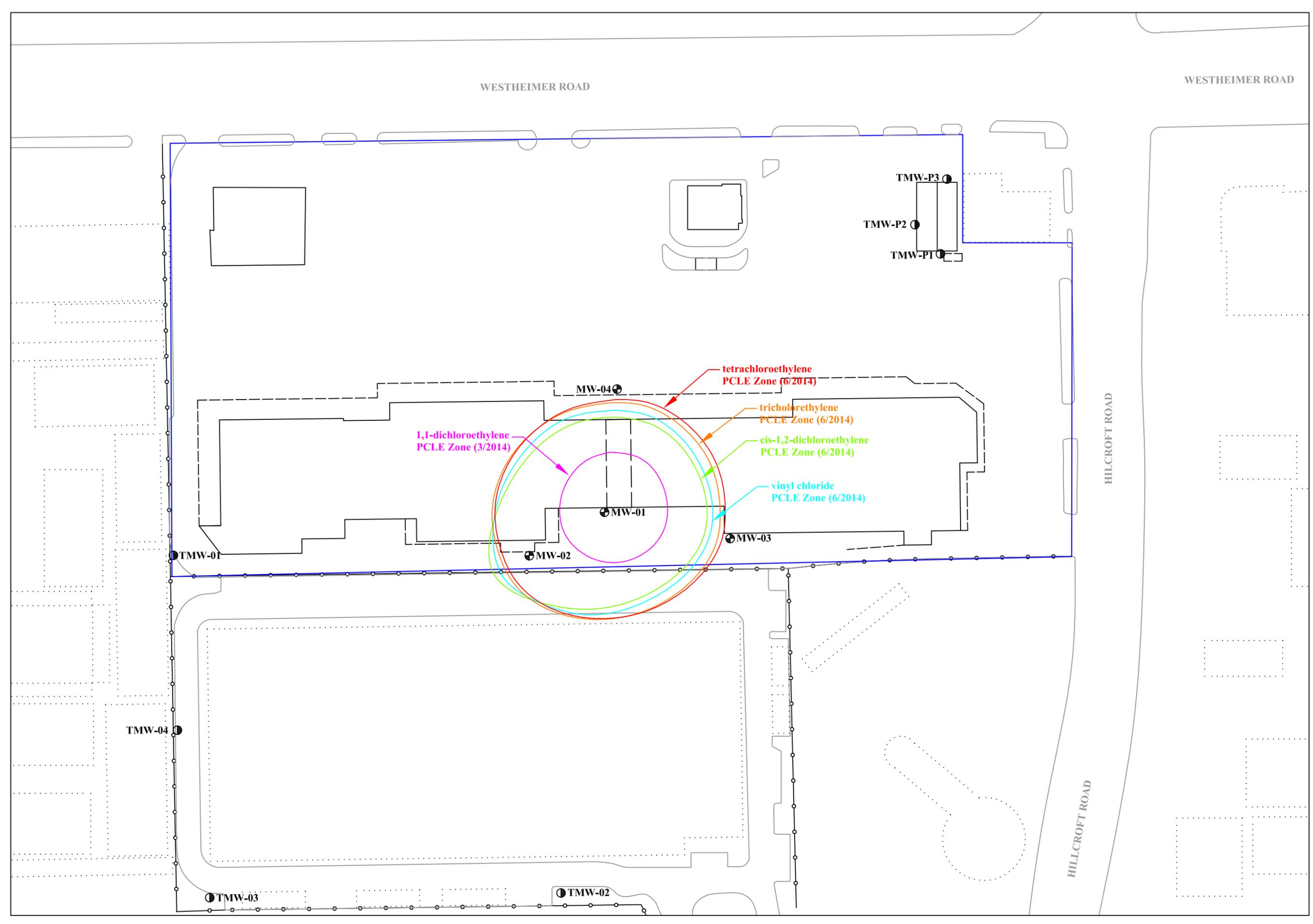
GW PCLE ZONE MAP

\$1 CLEANERS
 7547 WESTHEIMER ROAD
 HOUSTON, HARRIS COUNTY, TEXAS
 VOLUNTARY CLEANUP PROGRAM ID NO. 2612

Job Number: 13-0289
 File Name: Figure C-f
 Drawn By: BC
 Approved: TAO
 Date: 8/20/2014
 Revised:



**FIGURE
 C-f**



APPENDIX D

Provide for each contaminant of concern within the designated groundwater:

- a) *A description of the ingestion protective concentration level exceedance zone and the non-ingestion protective concentration level exceedance zone, including a specification of the horizontal area and the minimum and maximum depth below ground surface.*
- b) *The level of contamination, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/L units.*
- c) *Its basic geochemical properties (e.g., whether the contaminant of concern migrates with groundwater, floats or is soluble in water).*

Based on the assessment activities conducted to date, the upper groundwater-bearing unit (GWBU) at the designated property has been impacted by tetrachloroethylene, trichloroethylene, cis-1,2-dichloroethylene, 1,1-dichloroethylene, and vinyl chloride at concentrations which exceed the respective Texas Risk Reduction Program (TRRP) critical protective concentration levels (PCLs) for groundwater ingestion ($^{GW}GW_{Ing}$). No groundwater contaminants of concern have been identified at concentrations which exceed non ingestion PCLs. Therefore, a non-ingestion protective concentration level exceedance (PCLE) zone does not exist at the designated property.

A description of each contaminant of concern, the ingestion PCLE zone, vertical and horizontal extent, and geochemical properties is provided below:

tetrachloroethylene

Maximum Concentration: 7.74mg/L

Ingestion-Based PCL (Residential $^{GW}GW_{Ing}$): 0.005mg/L

Ingestion-Based PCLE Zone:

- Minimum Depth: 20' bgs
- Maximum Depth: 47' bgs
- Total Area: 1.17 acres

Non-Ingestion-Based PCL ($^{Air}GW_{Inh-v}$): 500mg/L

Non-Ingestion-Based PCLE Zone: None

Geochemical/Physical Properties:

- Molecular Weight: 165.83 g/mol
- Density/Specific Gravity: 1.62g/cm³
- Soluble in Water: Yes
- Migrates with Groundwater: Yes

trichloroethylene

Maximum Concentration: 2.2mg/L

Ingestion-Based PCL (Residential ^{GW}GW_{Ing}): 0.005mg/L

Ingestion-Based PCLE Zone:

- Minimum Depth: 20' bgs
- Maximum Depth: 47' bgs
- Total Area: 1.15 acres

Non-Ingestion-Based PCL (^{Air}GW_{Inh-v}): 24mg/L

Non-Ingestion-Based PCLE Zone: None

Geochemical/Physical Properties:

- Molecular Weight: 131.39 g/mol
- Density/Specific Gravity: 1.46g/cm³
- Soluble in Water: Yes
- Migrates with Groundwater: Yes

cis-1,2-dichloroethylene

Maximum Concentration: 1.9mg/L

Ingestion-Based PCL (Residential ^{GW}GW_{Ing}): 0.07mg/L

Ingestion-Based PCLE Zone:

- Minimum Depth: 20' bgs
- Maximum Depth: 47' bgs
- Total Area: 0.95 acres

Non-Ingestion-Based PCL (^{Air}GW_{Inh-v}): 1,200mg/L

Non-Ingestion-Based PCLE Zone: None

Geochemical/Physical Properties:

- Molecular Weight: 96.95 g/mol
- Density/Specific Gravity: 1.28g/cm³
- Soluble in Water: Yes
- Migrates with Groundwater: Yes

1,1-dichloroethylene

Maximum Concentration: 0.0138mg/L

Ingestion-Based PCL (Residential ^{GW}GW_{Ing}): 0.007mg/L

Ingestion-Based PCLE Zone:

- Minimum Depth: 39' bgs
- Maximum Depth: 47' bgs
- Total Area: 0.28 acres

Non-Ingestion-Based PCL (^{Air}GW_{Inh-v}): 1,700mg/L

Non-Ingestion-Based PCLE Zone: None

Geochemical/Physical Properties:

- Molecular Weight: 96.94 g/mol
- Density/Specific Gravity: 1.21g/cm³
- Soluble in Water: Yes
- Migrates with Groundwater: Yes

vinyl chloride

Maximum Concentration: 0.255mg/L

Ingestion-Based PCL (Residential ^{GW}GW_{Ing}): 0.002mg/L

Ingestion-Based PCLE Zone:

- Minimum Depth: 20' bgs
- Maximum Depth: 47' bgs
- Total Area: 0.28 acres

Non-Ingestion-Based PCL (^{Air}GW_{Inh-V}): 3.8mg/L

Non-Ingestion-Based PCLE Zone: None

Geochemical/Physical Properties:

- Molecular Weight: 62.45 g/mol
- Density/Specific Gravity: 0.911g/cm³
- Soluble in Water: Yes
- Migrates with Groundwater: Yes

APPENDIX E

A table displaying the following information for each contaminant of concern, to the extent known:

- a) The maximum concentration level for soil and groundwater, the ingestion protective concentration level, and the non-ingestion protective concentration level, all expressed as mg/kg for soils and mg/L for groundwater.*
- b) The critical protective concentration level without the municipal setting designation, highlighting any exceedances.*

Table A - Groundwater

Contaminant of Concern	TRRP Tier 1 Residential ^{GW} GW _{Ing} PCL (mg/L)	TRRP Tier 1 Residential PCL ^{Air} GW _{Inh-V} (mg/L)	Maximum concentration (mg/L)
1,1-Dichloroethylene	7.0E-03	2.3E+03	0.0138
cis-1,2-Dichloroethylene	7.0E-02	1.7E+03	1.9
trans-1,2-Dichloroethylene	1.0E-01	7.7E+03	0.006
Tetrachloroethylene	5.0E-03	8.4E+02	7.74
Trichloroethylene	5.0E-03	3.3E+01	2.2
Vinyl chloride	2.0E-03	6.4E+00	0.255

Note:

Bold Red Text - Indicates PCL Exceedance

Highlighted Cell - Indicates Critical PCL without MSD

Table B - Soil

Contaminant of Concern	TRRP Tier 1 Residential ^{GW} Soil _{Ing} PCL (mg/kg)	TRRP Tier 1 Residential ^{Air} Soil _{Inh-V} PCL (mg/kg)	TRRP Tier 1 Residential ^{Tot} Soil _{Comb} PCL (mg/kg)	Maximum concentration (mg/kg)
1,1-Dichloroethylene	5.0E-02	5.2E+03	2.3E+03	0.0019 J
cis-1,2-Dichloroethylene	2.5E-01	9.2E+02	1.4E+02	108
trans-1,2-Dichloroethylene	4.9E-01	9.2E+02	5.9E+02	6.2
Tetrachloroethylene	5.0E-02	9.4E+02	4.5E+02	18.9
Trichloroethylene	3.4E-02	3.1E+01	1.8E+01	1.49
Vinyl chloride	2.2E-02	4.3E+01	3.7E+00	2.74

Note:

Bold Red Text - Indicates PCL Exceedance

Highlighted Cell – Indicates Critical PCL without MSD

APPENDIX F

If the plume extends beyond the limits of property owners listed in this application, list the owners of the additional property beneath which the plume(s) extend(s), and a summary of the interaction with those property owners about the plume(s) and this MSD application. Please Note: You are not required under this item to notify affected property owners, only to provide a summary of who affected property owners are, and if there have been any communications. "No contact" can be an acceptable answer.

The contaminant plume likely extends beyond the limits of property owners listed in the application, to the following property located to the adjacent south of the Site:

Property Owner: CH REALTY V/AVA, L.P.
Property Use: Multifamily Residential ("The Ava")
Property Management Company: ZRS Management
Property Address: 7600 Highmeadow Drive
Harris County Appraisal District Property ID: 1308900010001

ESE contacted ZRS Management and CH REALTY V/AVA, L.P. to discuss the potential for the groundwater contaminant plume identified at the designated property to migrate onto the referenced property, and to secure an access agreement to delineate the reported groundwater impacts. In March 2014, ESE obtained access to referenced property from CH REALTY V/AVA, L.P., and coordinated access through ZRS Management. In April 2014, ESE installed four (4) temporary groundwater monitor wells and collected representative groundwater samples at the referenced property. Following completion, ESE informed CH REALTY V/AVA, L.P. of the results of the assessment activities at the referenced property.

Although groundwater contaminant of concern (COC) concentrations in samples collected from the referenced property were reported below detection limits, it is likely that the groundwater contaminant plume extends onto the northern portion of the referenced property based upon proximity to the identified impacts at the designated property.

APPENDIX G

A statement as to whether the source of the plume has been removed, the plume of contamination is stable (i.e. no change) or contracting, and the plume is delineated, with the basis for that statement. Please include historical sampling data.

Assessment activities conducted at the designated property to date have identified only one potential source area, \$1 Cleaners (formerly Seville Cleaners), located at 7547 Westheimer Road. The source of the soil and groundwater impacts (a dry-cleaning machine which historically used tetrachloroethylene based solvents) has been removed.

The upper groundwater-bearing unit (GWBU) at the designated property has been impacted by tetrachloroethylene, trichloroethylene, cis-1,2-dichloroethylene, 1,1-dichloroethylene, and vinyl chloride at concentrations which exceed the respective Texas Risk Reduction Program (TRRP) critical protective concentration levels (PCLs) for groundwater ingestion (^{GW}GW_{ing}). Groundwater impacts have been horizontally delineated using a network of four (4) permanent monitor wells and four (4) temporary monitor wells (TMWs) (See **Figure C-a2** in **Appendix C**). Based upon the reported analytical results of groundwater monitoring/sampling events conducted in September 2013, January 2014, March 2014, and June 2014 for the permanent monitor wells (MW-01, MW-02, MW-03, and MW-04), the plume of contamination appears to be stable. Mann-Kendall Statistical Tests performed for the four (4) groundwater monitoring/sampling events demonstrated stable trends at an 80% confidence level for each groundwater contaminant in the source area monitor well (MW-01) and a down-gradient monitor well (MW-02). Groundwater contaminant concentrations in the remaining monitor wells (MW-03 & MW-04) have been reported below detection limits in each of the four (4) monitoring/sampling events. Groundwater flow direction (gradient) in the upper GWBU at the designated property has been generally to the west-southwest throughout each of the four (4) groundwater monitoring/sampling events. Monitor well MW-02 was not used to determine groundwater gradient based upon a marked discrepancy in lithology and groundwater elevation (compared to each of the other monitor wells and TMWs) indicative of a perched groundwater zone. Mann-Kendall Statistical Test results are included in this appendix.