CERTIFICATE OF APPROPRIATENESS

Application Date: September 30, 2015

Applicant: Rob Hellyer, Premier Remodeling & Construction, for Chune Zhang, owner

Property: 2006 Decatur Street, Lot 5, Block 418, Baker W R NSBB Subdivision. The property includes a historic 1,080 square foot, one-story wood frame single-family residence and detached garage situated on a 5,000 square foot (50' x 100') interior lot. The detached garage is not classified in the building inventory.

Significance: Contributing Queen Anne residence, constructed prior to 1900, located in the Old Sixth Ward Historic District. The HAHC previously denied an application for demolition in September 2011. The house has been vacant and neglected for approximately a decade. The owners received an order in 2010 from Neighborhood Protection (now Department of Neighborhoods) to repair or demolish the house. The current owner purchased the property in November 2014.

Proposal: Demolition of a contributing one-story residential structure with the intent to construct a single-family residence on site.

The applicant is claiming both Unreasonable Economic Hardship and Unusual and Compelling Circumstances.

See enclosed application materials and detailed project description on p. 2-22 for further details.

See Attachment A for Application Materials.

Public Comment: See Attachment B for materials submitted by the public in opposition to the demolition.

Civic Association: Old Sixth War Neighborhood Association opposes demolition. See Attachment C.

Recommendation: **Denial - does not satisfy Criteria 1, 2, or 3 for Unreasonable Economic Hardship and does not satisfy Criteria 1, 2, or 3 for Unusual and Compelling Circumstance.**

HAHC Action: **-**

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APPROVAL CRITERIA

DEMOLITION OF A LANDMARK, PROTECTED LANDMARK, CONTRIBUTING STRUCTURE, OR WITHIN AN ARCHAEOLOGICAL SITE

Sec. 33-247(a): The issuance of a certificate of appropriateness for the demolition of a landmark, a protected landmark, or a contributing structure, or for the demolition of a building, structure or object on or in an archaeological site shall be subject to the establishment of an **(c) unreasonable economic hardship** or the establishment of an **(d) unusual and compelling circumstance**.

(c) Determination of the existence of an **unreasonable economic hardship** shall be based upon the following criteria:

S - satisfies D - does not satisfy NA - not applicable

S	D	NA	
☐	☒	☐	(1) That the property is incapable of earning a reasonable return, without regard to whether the return is the most profitable return, including without limitation, whether the costs of maintenance or improvement of the property exceed its fair market value;

The current owner purchased the property as-is for $180,000 in November 2014. She did not obtain either a property appraisal or inspection of the property prior to her purchase. She states in her application that she had full knowledge of the historic district restrictions on demolition of this house, but that she bought it nonetheless intending to demolish it and build a new house.

Please see Attachment A for the applicant's cost estimates. Submitted are two cost estimates: one for rehabilitation of the existing 1,080 square foot house with no addition, and the other for construction of a new 2,700 square foot house on the lot. Included in both estimates is the purchase price ($180,000) and related expenses ($30,000 – what these costs were for is not specified in the materials).

Staff reviewed the numbers and identified qualifying expenses, using federal, state, and city guidelines regarding those items eligible for historic tax credits. In general, only those costs that are directly related to the repair or improvement of structural and architectural features of the historic building are considered qualifying expenses and should count towards the rehabilitation program of the building. These costs do not include items such as appliances, concrete, cabinetry, countertops, or acquisition costs.

There are considerable discrepancies in the two cost estimates, generally tending to increase the cost for rehabilitation, that cause staff to question some of the numbers provided. These discrepancies included different labor costs for several comparable items, such as framing and sheet rocking, cost of flooring, and a lack of plumbing details for the new construction.

The estimated eligible rehabilitation construction costs submitted by the applicant are $312,517. Based on appraisals of comparable buildings in Old Sixth Ward submitted by the applicant, the rehabilitated home value is estimated at $370,440, a net gain of $57,923, not considering the purchase price.

The applicant did not provide a cost estimate for a rehabilitation of the house with an appropriate addition that would make the 1,080 square foot house even more marketable and potentially worth more at resale.

Please see additional staff analysis of the applicant's application materials on pp. 20-22

☐	☒	☐	(2) That the property cannot be adapted for any other use, whether by the current owner, by a purchaser or by a lessee, that would result in a reasonable return;

Due to the location of the property and configuration of the historic building, the only reasonable uses of the property are as single-family residential or possibly a small office use.

The applicant and owner claim that there is no feasible use for the existing building because it has

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been deemed a dangerous building by Department of Neighborhoods and therefore should be demolished. However, a Dangerous Building Administrative Order is actually an order to **repair *or* demolish** in response to a building's deteriorated conditions. Demolition is not required; the owner has the option to make repairs to bring the building up to code. In non-historic areas, either repair or demolition will satisfy the order. Contributing structures located in historic districts, however, cannot be demolished without HAHC approval. The Dangerous Building Administrative Order does not supersede the Historic Preservation Ordinance. Because the subject property is located in a historic district, the owner should secure and repair the house in order to comply with the order. Please see page 18 for a timeline on the Dangerous Building order and other permit activity on this property.

There is no dispute that the house needs considerable repair and is not currently in safe or habitable condition. This condition, however, is the result of approximately a decade of illegal demolition by neglect. The Old Sixth Ward was designated in 1998 and made a protected district in 2007. This house has been a contributing structure subject to protections by the historic preservation ordinance, including demolition by neglect provisions, during this time.

Furthermore, there is at least one interested party offering to purchase the property in order to rehabilitate the structure.

☐ ☒ ☐ (3) That efforts to find a purchaser or lessee interested in acquiring the property and preserving it have failed; and

According to the application, the owner has not listed the property for sale but will entertain offers. The applicant did not provide any information that any offers have been received. Staff has received confirmation, however, that there is at least one written offer for purchase. The offer is an all-cash offer of $180,000, the same price the current owner paid for the property in 2014.

☐ ☐ ☒ (4) If the applicant is a nonprofit organization, determination of an unreasonable economic hardship shall instead be based upon whether the denial of a certificate of appropriateness financially prevents or seriously interferes with carrying out the mission, purpose, or function of the nonprofit corporation

OR

(d) Determination of the existence of an **unusual and compelling circumstance** shall be based upon the following criteria:

☐ ☒ ☐ (1) That current information does not support the historic or archaeological significance of this building, structure or object or its importance to the integrity of an historic district, if applicable;

In the 1880s, the property and structure at 2006 Decatur belonged to Mr. Benjamin A. Riesner, a former alderman of the Fourth Ward North, an area that is now the Sixth Ward. Riesner was instrumental in creating the Sixth Ward from the Fourth Ward. He was also Chair of the National Selective Service Draft Board for World War I and was a leading industrialist, owning a structural steel company that provided many materials to downtown construction projects including the Sabine Street Bridge. He was also the Chief of the Houston Fire Department. Riesner did not live at 2006 Decatur, which was occupied by his brother-in-law, Malcolm Lindsey. Riesner and his family lived on the lot behind it facing Union Street.

The property became notorious in 1887 after an intoxicated Lindsey was shot by Riesner during a scuffle and died in the backyard of 2006 Decatur. Witnesses claimed that Riesner acted in self-defense and he was acquitted at trial. The incident received a lot of press, and during the trial, 2006 Decatur was flooded by curious onlookers. The house and site are significant reminders of the past and contribute greatly to the historic integrity of the historic district.

In 1906, the property, along with the adjacent lot, was sold to Jacob H. and Beatrice Bammel. It is believed that Mr. Bammel, a railroad executive and his wife, the daughter of the wealthy Hearne

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family, rotated 2006 Decatur so that they could build their new home at 2004 Decatur. They used the existing house at 2006 Decatur as tenant housing.

Jesse Serena, a native of Mexico, purchased 2006 Decatur in 1946 after returning from World War II. A metal worker by profession, he died in 1976 and his family continued to reside in the house. However, according to the neighborhood, the house has sat mostly vacant from around 2002. The Serena family sold the house to the current owner in 2014.

The house at 2006 Decatur Street was classified as a Contributing Structure in the Old Sixth Ward at the time of Historic District designation. It retains the characteristics of other contributing structures located throughout the district in its scale, massing, design, and detailing. Despite its current condition, upon closer inspection much original material still exists. The cypress clapboard siding and 6-over-6 pane windows with rounded gothic muntin bars, hint at a much earlier house (possibly from the 1880s), that has been reshaped over the passing decades.

Attachment B contains several documents provided by members of the public concerning the architectural history of the building.

☐ ☒ ☐ (2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans have on the architectural, cultural, historical or archaeological character of the surrounding area; and

If demolition is carried out, the intended future use of the property is to construct a new 2,700 square foot residence. The estimated cost to demolish the existing structure and construct the new residence will be $458,186.00. Because no architectural plans or renderings have been provided to show the proposed appearance of the house, staff is unable to determine the effect any proposed plans would have on the character of the surrounding area.

☐ ☒ ☐ (3) Whether reasonable measures can be taken to save the building, structure or object from further deterioration, collapse, arson, vandalism or neglect.

After the owner purchased the property in November 2014, she continued to neglect the structure. The doors and windows were not secured, the holes in the roof were not covered, and the building continued to deteriorate. On June 29, 2015, the City of Houston secured the building by boarding up the windows and doors, and a lien was placed on the house to cover the cost of the work.

The property has received several 'red tags' from Code Enforcement for unpermitted work pertaining to a botched sewer disconnect attempt in July 2015.

OLD SIXTH WARD DESIGN GUIDELINES

☐ ☒ ☐ In accordance with Sec. 33-276, the proposed activity must comply with the City Council approved Design Guidelines.

Contributing and potentially contributing structures shall not be demolished, unless they are deemed to be an imminent danger or unless economic hardship can be demonstrated. Refer to the relevant sections in Chapter 33 of the Houston Code, specifically to Section 33-247.

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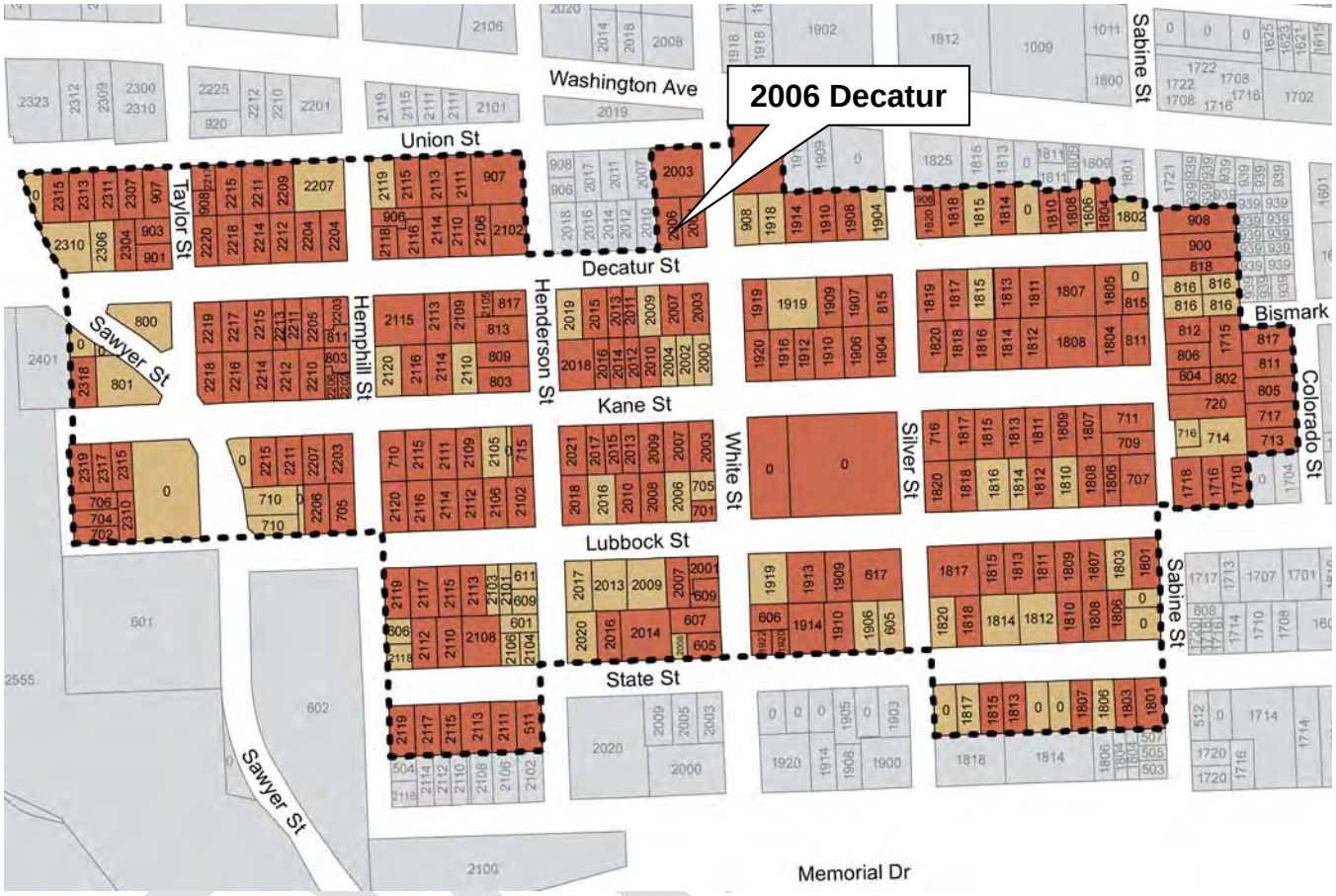
PROPERTY LOCATION

OLD SIXTH WARD HISTORIC DISTRICT



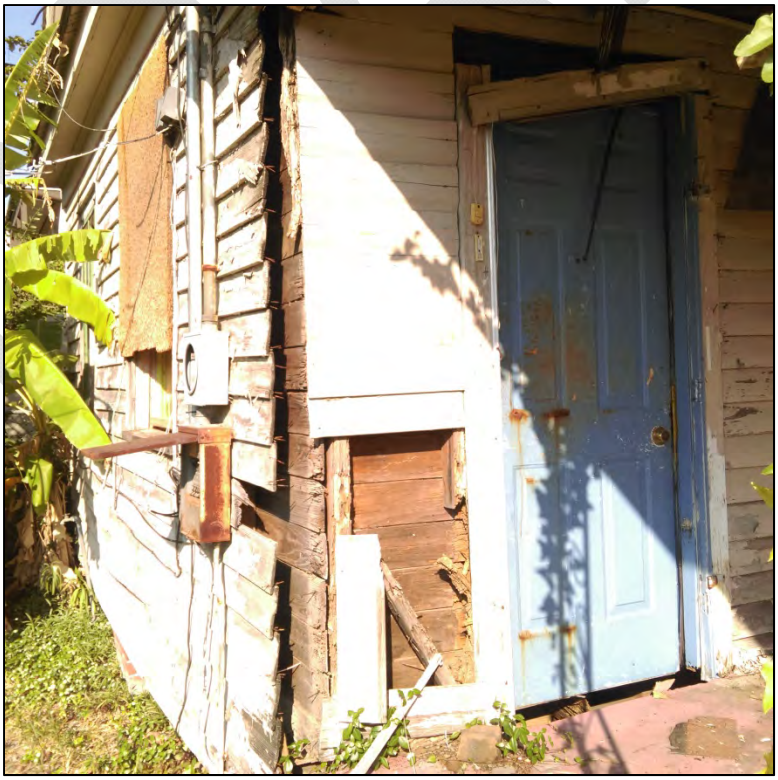
Building Classification
- Contributing
- Non-Contributing
- Park

STAFF PHOTOS 10-2015

STAFF PHOTOS 10-2015

STAFF PHOTOS 10-2015

STAFF PHOTOS 10-2015



STAFF PHOTOS 10-2015

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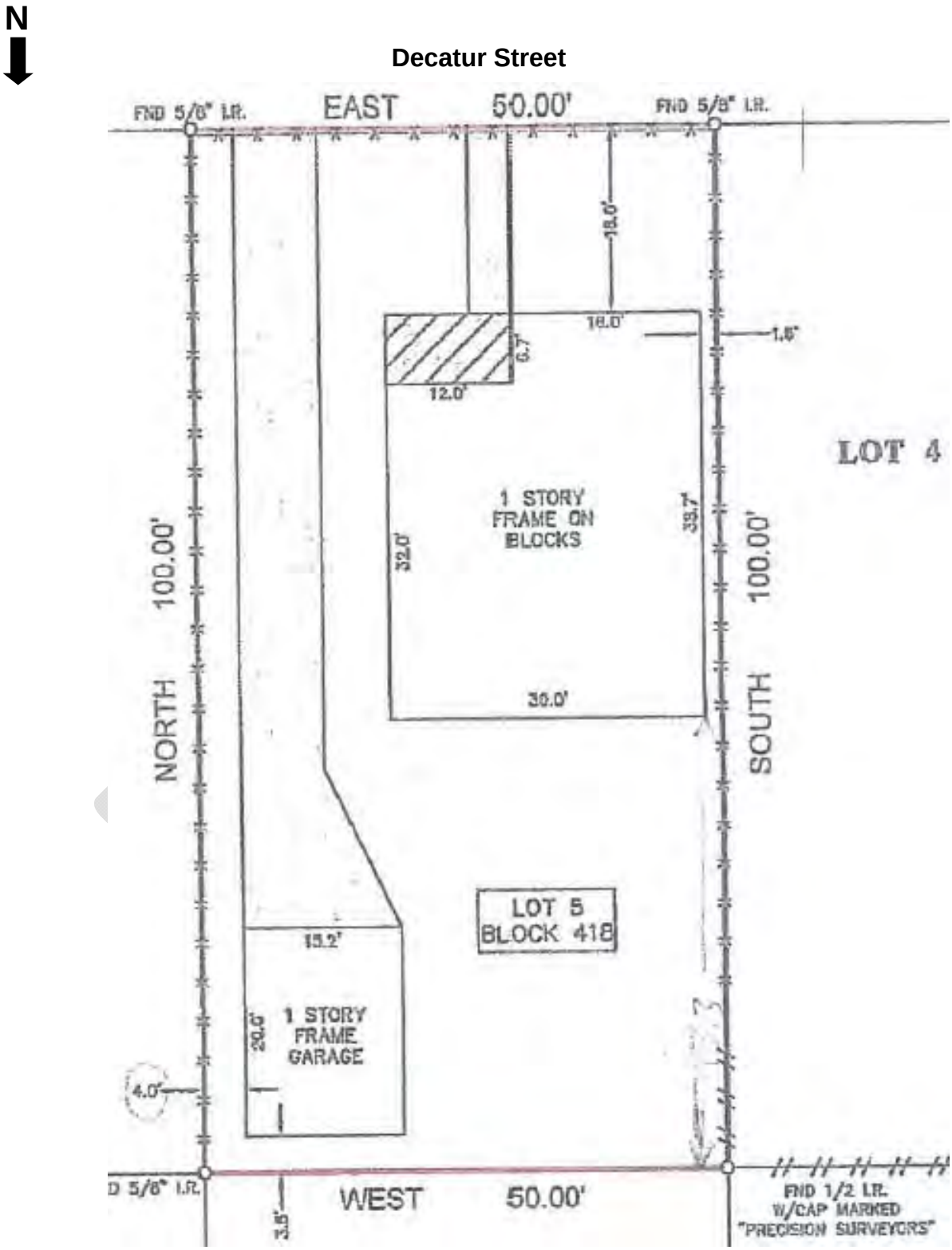
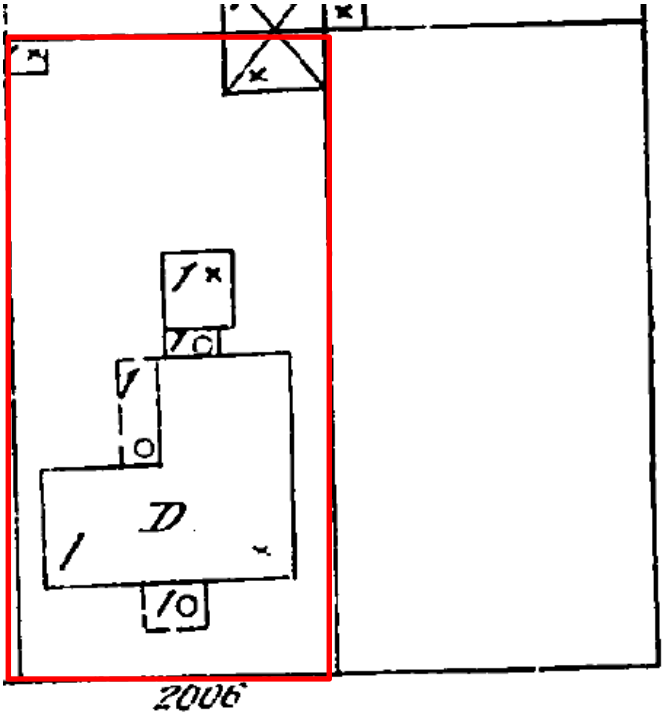
PROPERTY SURVEY

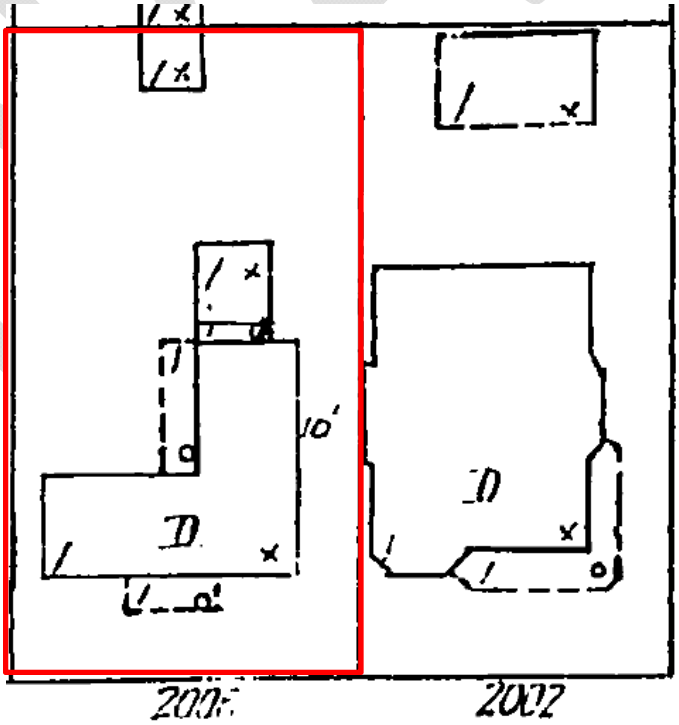


SANBORN FIRE INSURANCE MAPS

1896

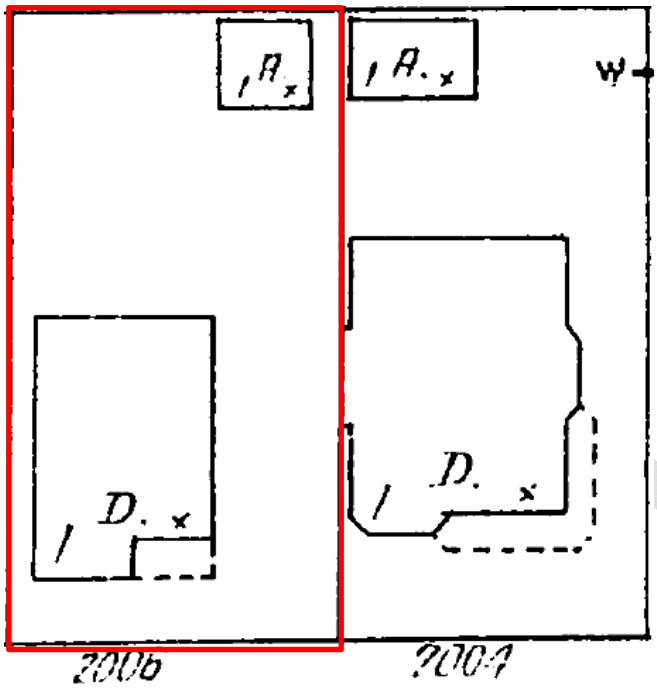


1907

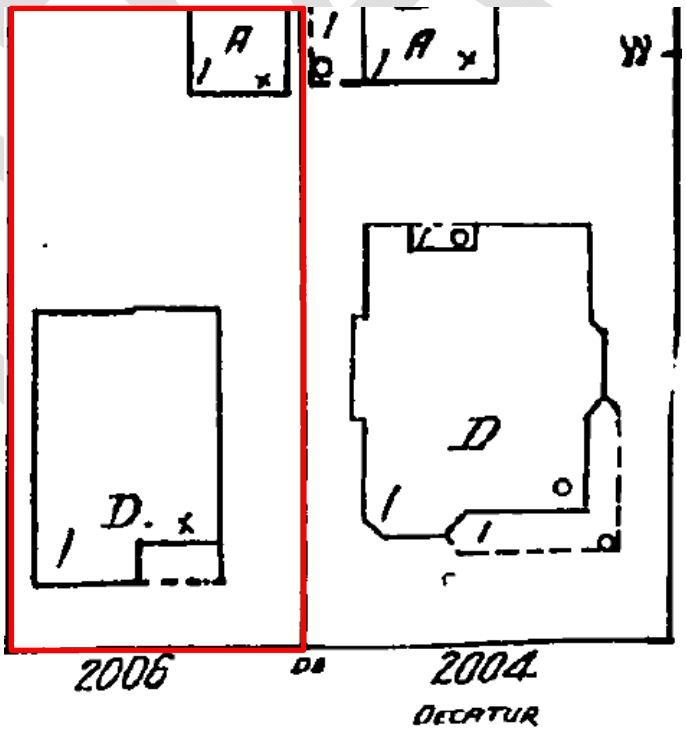


SANBORN FIRE INSURANCE MAPS

1924 – FEB 1950



1924 – FEB 1951



DANGEROUS BUILDING ADMINISTRATIVE ORDER TIMELINE

September 30, 2010: The primary residence and detached garage were deemed to be dangerous buildings and a Dangerous Building Administrative Order to Secure, Repair, or Demolish was issued to the owner at a hearing. The order expired 30 days later on October 30, 2010, with no action from the property owner.

The Houston Building Codes stipulates that, as a dangerous building, the following action shall be taken in regard to this building or structure:

1. The building or structure shall be posted as a dangerous building in accordance with the Code of Ordinance, Houston, Texas
2. The owner must immediately ensure that the building or structure will not be entered or utilized by vagrants, children or other unauthorized persons until such time that the building or structure is repaired and occupied or demolished and a Certificate of Compliance issues showing compliance with all applicable Laws, Ordinances and Codes of the City of Houston. The owner may choose the method to ensure this (see item 3 for permit requirements) with the understanding that proof of unauthorized entry will be evidence if failure to comply with this Order under the Code of ordinances, Houston, Texas, in which case the City of Houston may cause such building to be vacated, secured, repaired and/or demolished, pursuant to this order.
3. The City of Houston Building Code requires a permit for buildings or structures to be repaired or demolished.

November 2014: Chune Zhang purchased the property from the Estate of Jesse Serena.

June 24, 2015: The current owner, Chune Zhang, applied for an extension of the expired Dangerous Building Administrative Order. The request was granted for a 120 day extension to expire on October 23, 2015. An unexpired Dangerous Building Order is required in order to purchase any permits, whether for repair or demolition.

June 29, 2015: The City secured the building by boarding up the windows and doors. The City then placed a lien on the property for $2,485.

July 1, 2015: The owner applied for a demolition permit but was unable to purchase it because of the historic district hold.

July 9, 2015: A complaint was received from neighbors that the owner had attempted to disconnect the sewer, the first step in a demolition, without any permits. The property received several Red Tags for this unpermitted work pertaining to the botched sewer disconnect attempt.

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RED TAGS

CITY OF HOUSTON
CODE ENFORCEMENT
DO NOT REMOVE THIS NOTICE
STOP ALL UNPERMITTED WORK
Address: 2006 DECATUR
NOTICE OF UNPERMITTED WORK
OBTAIN ALL NECESSARY PERMITS FOR UNPERMITTED WORK (SEWER DISCONNECT)
1ST
NOTICE TO OBTAIN BUILDING PERMITS AND INSPECTIONS. FAILURE TO COMPLY MAY RESULT IN CITATIONS BEING ISSUED WITH A MINIMUM FINE OF $500.00 TO $2000.00 PER INCIDENT.
OCCUPANCY INVESTIGATIONS: 832-394-8880
INSPECTOR ID: 259
3-10-15
CITY OF HOUSTON
CODE ENFORCEMENT
DO NOT REMOVE THIS NOTICE
STOP ALL UNPERMITTED WORK
Address: 2006 DECATUR
NOTICE OF UNPERMITTED WORK
OBTAIN ALL NECESSARY PERMITS FOR UNPERMITTED WORK
2nd
NOTICE TO OBTAIN BUILDING PERMITS AND INSPECTIONS. FAILURE TO COMPLY MAY RESULT IN CITATIONS BEING ISSUED WITH A MINIMUM FINE OF $500.00 TO $2000.00 PER INCIDENT.
OCCUPANCY INVESTIGATIONS: 832-394-8880
INSPECTOR ID: 259
7-24-15

APPLICATION MATERIALS REVIEW & SUMMARY

SEC. 33-247(b)

(1) A certified appraisal of the value of the property conducted by a certified real estate appraiser:

The applicant submitted an appraisal dated Sept 28, 2015 that indicates a property value of $213,500. The appraisal notes that "the presence of the subject's historic structure causes an economic hardship on its owners as a loss in value." The appraisal also states that the improvements do not have "any contributory value due to their dilapidated, hazardous and unsuitable condition. The subject improvements are not considered to add any contributory value to the subject property," and furthermore, "this condition is caused by the adverse effect on value by the restrictions placed on the subject improvements by the City of Houston Historic Preservation Ordinance of October 2010."

The appraised value was based on adjusted comparable houses within the Old Sixth Ward Historic District neighborhood. The comparable properties used were 2315 Union Street, 1912 Kane Street, and 2211 Kane Street.

See Application Materials, Attachment A, p 18-33.

(2) The assessed value of the land and improvements thereon according to the two most recent assessments unless the property is exempt from local property taxes:

<u>HCAD Appraised Value</u>

2015: $180,529

2014: $171,000

(3) All appraisals obtained by the owner in connection with the acquisition, purchase, donation, or financing of the property, or during the ownership of the property:

The owner purchased the property in Nov 2014 for 'lot value' without an appraisal or inspection. For this demolition application, she submitted an appraisal dated Sept 28, 2015.

No additional appraisals were provided other than the appraisal described above in item 1.

(4) All listings of the property for sale or rent that are less than a year old at the time of the application:

The previous owners had the property 'for sale by owner' from the time they were denied a COA for demolition in 2011 until Ms. Zhang purchased in November 2014. The current owner has not listed the property for sale but has indicated that she will entertain offers. Staff has information that there have been several interested buyers, and at least one has made a written offer.

According to the applicant, at the time of preparing the demolition application, a potential purchaser, Dominic Yap of FW Heritage, indicated that he was interested in purchasing the property. Mr. Yap met with the applicant to inspect the house but declined to make an offer because his offer would be lower than the owner's original 2014 buying price.

The applicant has stated that Ms. Zhang purchased the property with the intent of building a new home in which she and her son would reside.

See application materials, Attachment A, p 62.

(5) Evidence of any consideration by the owner of uses and adaptive reuses of the property:

The current use of the structure is for single-family use, which would continue being the most appropriate use.

The applicant claims that, due to the fact that the City of Houston has declared the home and garage to be

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dangerous buildings, there are no other adaptive reuses available; claiming that it isn't even safe to use them for storage. According to the applicant, as the house is in disrepair, any future use would require significant rehabilitation to bring it up to code. The applicant has submitted an estimate detailing the cost of the proposed work.

See application materials, Attachment A, p 62. Information on the Dangerous Building Administrative Order can be found in Attachment A, p 34-51.

(6) Itemized and detailed rehabilitation cost estimates for the identified uses or reuses, including the basis of the cost estimates:

The itemized and detailed rehabilitation cost estimate provided by the applicant is $393,861.60 (a subtotal of $358,056.00 and a 10% contingency of $35,805.60).

However, this grand total of the rehabilitation work includes items that should not be considered eligible costs, including appliances, cabinetry, countertops, concrete site work, and the costs of acquisition. With the removal of these items, the grand total is reduced by $81,345.00 to $312,516.60 (a subtotal of $284,106 and a 10% contingency of $28,410.60).

Cost estimates determined by staff indicate a potential gain of approximately $57,923.

Rehabilitation

		Rehabilitation	$/sq.ft.
Square footage		1,080.00	
Estimated construction costs	$	312,517.00	$289.37
Total all-in costs	$	312,517.00	$317.15
After-construction-value(per certified appraisal average of comps)	$	370,440.00	$343.00
Net Gain/(loss)	$	**57,923.00**	

See application materials, Attachment A, p 52-61.

(7) A comparison of the cost of rehabilitation of the existing building with the demolition of the existing building and the construction of a new building:

The applicant submitted the following table showing the comparison of rehabilitation and new construction:

Rehabilitation vs. Construction analysis

		Rehabilitation	$/sq.ft.		New Construction	$/sq.ft.
Square footage	$	1,080.00		$	2,700.00	
Purchase price	$	180,000.00		$	180,000.00	
Other owner expenses	$	30,000.00		$	30,000.00	
Cost to date	$	210,000.00		$	210,000.00	
Estimated construction costs	$	393,862.00	$364.69	$	458,286.00	$169.74
Total all-in costs	$	603,862.00	$559.13	$	668,286.00	$247.51
After-construction-value(per certified appraisal average of comps)	$	370,440.00	$343.00	$	926,100.00	$343.00
Net Gain/(loss)	$	(233,422.00)		$	257,814.00	
Cost to rebuild the existing home new	$	183,314.40				

The itemized and detailed rehabilitation cost estimate is $393,861.60. The itemized and detailed cost estimate for the construction of a new 2,700 square foot residence is $458,286.00. Upon close review of the itemized

lists, staff found several inconsistencies which tended to increase the cost for rehabilitation, including increased:

- Framing and decking labor costs
- Siding, sheathing, and cornice labor costs
- Electric service panel cost
- Sheetrocking costs
- Washer and dryer costs
- Dishwasher costs
- Fencing costs

There was also a lack of itemized plumbing details for the new construction.

As mentioned above, the grand total of the rehabilitation work also includes items that should not be considered eligible costs, including appliances, concrete, cabinetry, and countertops. With the removal of these items, the grand total is reduced by $81,345.00 to $312,516.60

The applicant asserts that there will be deficit of $233,422.00 in rehabilitating the existing structure while construction of a new 2,700 square foot residence will result in a gain of $257,814.00. Additionally, according to the applicant, reconstructing the current house as new would cost $183,314.00.

Furthermore, many of the numbers in the above table are not comparable due to the fact that the existing structure is 1,080 square feet and the proposed new construction would be 2,700 square feet; a difference of 1,620 square feet.

See application materials, Attachment A, p 52-61.

(8) Complete architectural plans and drawings of the intended future use of the property, including new construction, if applicable:

The intended future use of the property is to construct a new 2,700 square foot residence. The estimated cost to demolish the existing structure and construct the new residence will be $458,186.00. No architectural plans or renderings have been provided to show the proposed appearance of the house.

See application materials, Attachment A, p 52-61.

(9) Plans to salvage, recycle, or reuse building materials if a certificate of appropriateness is granted:

Although the owner states she is interested in salvaging any and all materials that may be able to be saved, no contract has been made nor organizations contacted to properly remove the historic material that may be present on site.

The owner has indicated that she would consider using some salvaged materials in the new residence, including some of the wood flooring.

See application materials, Attachment A, p 62.

(10) An applicant who is a nonprofit organization shall provide the following additional information:

Not Applicable

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CERTIFICATE OF APPROPRIATENESS
APPLICATION FORM

PLANNING & DEVELOPMENT DEPARTMENT

PROPERTY

Address 2006 DECATUR ST.

Historic District / Landmark OLD 6TH WARD HCAD # 0052010000005

Subdivision BAKER W R NSBB Lot 5 Block 418

DESIGNATION TYPE

- ☐ Landmark
- ☐ Protected Landmark
- ☐ Archaeological Site
- ☒ Contributing
- ☐ Noncontributing
- ☐ Vacant

PROPOSED ACTION

- ☐ Alteration or Addition
- ☐ Restoration
- ☐ New Construction
- ☐ Relocation
- ☒ Demolition
- ☐ Excavation

DOCUMENTS

☐ Application checklist for each proposed action and all applicable documentation listed within are attached

OWNER

Name CHUNE ZHANG

Company

Mailing Address P.O. BOX 130290
HOUSTON, TX 77219-0290

Phone (281) 736-7618

Email [redacted]

Signature

Date 9/29/2015

APPLICANT (if other than owner)

Name Rob Hellyer

Company Premier Remodeling & Const

Mailing Address 901 Harrard
HOUSTON TX 77008

Phone 713-532-1100

Email [redacted]

Signature Rob Hellyer

Date 9/30/15

ACKNOWLEDGEMENT OF RESPONSIBILITY

Requirements: A complete application includes all applicable information requested on checklists to provide a complete and accurate description of existing and proposed conditions. Preliminary review meeting or site visit with staff may be necessary to process the application. Owner contact information and signature is required. Late or incomplete applications will not be considered.

Deed Restrictions: You have verified that the work does not violate applicable deed restrictions.

Public Records: If attached materials are protected by copyright law, you grant the City of Houston, its officers, agencies, departments, and employees, non-exclusive rights to reproduce, distribute and publish copyrighted materials before the Houston Archaeological and Historical Commission, the Planning Commission, City Council, and other City of Houston commissions, agencies, and departments, on a City of Houston website, or other public forum for the purposes of application for a Certificate of Appropriateness or building permit, and other educational and not for profit purposes. You hereby represent that you possess the requisite permission or rights being conveyed here to the City.

Compliance: If granted, you agree to comply with all conditions of the COA. Revisions to approved work require staff review and may require a new application and HAHC approval. Failure to comply with the COA may result in project delays, fines or other penalties.

Planner: _____ *Application received:* ___/___/___ *Application complete:* ___/___/___

Rev. 02.2015

CERTIFICATE OF APPROPRIATENESS
DEMOLITION CHECKLIST

PLANNING & DEVELOPMENT DEPARTMENT

Well in advance of the COA application deadline contact staff to discuss your project and, if necessary, to make an appointment to meet with staff for a project consultation.

Submit all items with the COA application form. An incomplete application may cause delays in processing or may be deferred to the next agenda. Refer to Houston Code of Ordinances, Ch. 33 VII, Sec. 33-247 for demolition approval criteria. Demolition applicants must give public notice by posting a sign at the site of the structure. Refer to attached public notice sign requirements for instructions.

PROPERTY ADDRESS: 2006 DECATUR ST.

DEMOLITION TYPE: ☐ unreasonable economic hardship ☑ unusual or compelling circumstance

WRITTEN DESCRIPTION

☑ property description, current conditions and any prior alterations or additions

PHOTOGRAPHS label photos with description and location

☑ elevations of all sides of structure

☐ public notice sign(s) at the site upon installation with time stamp

DRAWINGS

☑ current site plan or survey

DOCUMENTATION

☑ certified appraisal of the value of the property conducted by a certified real estate appraiser

☑ assessed value of the land and improvements according to the two most recent assessments, unless the property is exempt from local property taxes

☐ all appraisals obtained by the owner in connection with the acquisition, purchase, donation, or financing of the property None Done

☐ all Listings of the property for sale or rent that are less than a year old at the time of the application

☑ evidence of any consideration by the owner of uses and adaptive reuses of the property

☑ rehabilitation cost estimates, itemized and detailed, for identified uses or reuses, including the basis of cost estimates

☑ comparison costs of rehabilitation of the existing building, demolition of the building, and new construction

☐ complete architectural plans and drawings of the intended future use of the property, including new construction, if applicable/available

☑ plans to reuse, recycle or salvage list of building materials if a COA is granted

☐ if applicant is a Nonprofit Organization, provide the following additional written information:

- ☐ cost comparison of the performance of the organization's mission or function in the existing and new buildings
- ☐ impact of reuse of the existing building on the organization's program, function or mission
- ☐ additional costs if any, attributable to the building of performing the nonprofit organization's function within the context of costs incurred by comparable organizations, particularly in the Houston area
- ☐ grants received, applied for or available to maintain or improve the property
- ☐ budget of the nonprofit organization for the current and immediately past fiscal years

To Whom It May Concern:

I am writing to illustrate my experience and findings while under contract to purchase and activities after closing on the property located at 2006 Decatur St. Houston TX 77007, in hopes to receive approval for complete demolition.

In December, 2013, I moved from Katy into my son‘s townhome in downtown area of Houston to be close to my workplace in Greenway Plaza. My husband’s mom got stroke and hospitalized for many years and my son got job there so that he could be with her and take care her more in her final days.

After living in downtown area for just half year, we decide to search for the right home in the area for us. When 2006 Decatur was back on market in August 2014, I asked to tour the property and the seller’s agent told me that the property was to be sold at lot value. He warned me to be very careful walking through the house due to the condition of the home. I went to the neighborhood the first time and liked it immediately. Once I saw the property in so poor condition, I wanted to buy, demolish and build a home that will consistent with the other single-family homes which are so impressive in the neighborhood.

In the process of making the offer and contracting to purchase, I was told by the listing agent that the property belongs in a Houston Historical District which might not be able to get permission to demolish. However I had been so attached to the neighborhood and could not just walk away. Under the contract, I started to get more information on the two possible options: Demolition/New Construction and Rehabilitating /Addition:

1. I contacted two architects living in the neighborhood about the two options, one told me I might get partial demolition permit and discussed with me the possible rehabilitating /addition on the site. The other told me I might able to get the permit to complete demolition and suggested I get a signed support petition from the neighbors and it should help for the demolition permit.
2. I contacted Old Six Ward commission chair and met with him one time to discuss the two options. He told me no demolition, but yes rehabilitating/possible addition.
3. I contacted another architect who was working on another new construction on the same street. He had experience to help people to get historical house demolition permits. He supported my demolition plan and sent me the proposal to pursue the demolition of the existing structure.
4. I had one chance to talk with my potential future neighbor, the owner of 2010 Decatur. He said nobody would spend the money to rehabilitate this house unless city provides some kind of financial incentive which won’t happen for sure. So it should be demolished.
5. I got a remodeling company to visit the house and estimated minimum $170,000 for just Structure/electricity/plumbing/AC, plus additional cost of inside finish which will depends on what we will select for the floor, cabinet, countertops, and appliances etc.
6. When I got the title commitment, I found out the house has the dangerous building order on it which was issued on Oct. 1, 2010. I consulted with the architecture of the demolition proposal and was told the order would give strong support for demolition.

Based on the above, we concluded that we should be able to get the permit to demolish the existing structure and decided to close the purchase for the Demolition/New Construction plan.

We closed the deal in November 2014, the holiday season followed. And after that, I was so busy of preparing my trip to China for the 2015 Chinese New Year. When I got back from China in March, I was sick for almost two months and only able to pursue the demolition of the existing structure starting June, 2015:

1. I requested for the Extension of Expired Dangerous Building Administrative order and on June 24, 2015, was granted an extension of 120 days to complete demolition and obtain a certificate of the compliance
2. According to the instruction on the demolition extension order, I contacted Dangerous Building/Structural Section in the department of public Works & Engineering and submitted the application for the dangerous building demolition. The project (#15070665) was created and I was told to contact a licensed master plumber to disconnect the sewer line and water cap off. I found and sign a contract with a demolition company. When the company's master plumber went to purchase his permit, the personnel in the office found the house has a hold on it due to the historical district. She called and discussed it with the preservation office member first, and then she called me to inform me to contact the preservation office to request release of the hold
3. I went to the preservation office and was told to submit COA. I also found out the first time when I was in the office that the previous owner actually submitted the COA for demolition in September 2011, but was denied because the applicant had not made efforts to seek out possible options for adapted uses of the property.

The house has been vacant for many years. The previous owner had the property listed for sale by owner since May of 2011. They had been unable to find anyone interested in buying and rehabilitating the property. On 7/24/2013, they hired a real estate agent to help them to sell the property and the sellers still could not find anyone interested in buying and rehabilitating the property over 13 months on the market. I was told by the closer of the title company that there were two contracted investor buyers before me and both were backed off once they knew the existence of dangerous building order and realized they could not build the houses they wanted like the four 3 story houses on the left side of the subject property due to the historical district building restrictions now in place even though they could get the demolition permit.

In conclusion, we hope that you will agree that our finding support demolition of 2006 Decatur. Our desire is to have a safe home to live and enjoy for years to come. We are strong supporters of your efforts to conserve the beautiful history in the neighborhood and are confident that our plan will result in a charming home that fits perfectly into the lovely, unique Old Six Ward! Thank you for your time and consideration!

Sincerely,

Chune Zhang

Certificate of Appropriateness application for demolition of 2006 Decatur St.

Legal Description: Lot 5, block 418, Baker W R NSBB

Lot size: 5,000 sq.ft. Improvement: 1080 per survey/940 per HCAD

Description: HCAD lists the home as being built in 1905. Conversations with members of the Old Sixth Ward Neighborhood Association implied a belief that the home was built in the late 1800's and moved onto its current location. Further, that the current west facing wall was originally the front of the house. There is the appearance on the inside of the house that this could have been. The house now faces south. There is evidence that the entire east half of the house was added on, most notable a bathroom at the northeast corner is an obvious later addition. Roof framing and the wood floors support that the eastern half was an addition.

The house has been vacant for approximately 10 years and is severely damaged from termites and weather.

On September 30, 2010 the City of Houston declared:

- The building is dilapidated, substandard, or unfit for human habitation.
- The building, structure or condition(s) constitutes hazard to the health, safety or welfare of its occupants and/or the citizens.
- The building is a dangerous building within the terms of Section 10-361 of the Code of Ordinances.

This declaration applied to both the home and the detached garage and was issued to the previous owner of the property. This owner made an application for demolition to the HAHC in 2011 but failed to include this declaration from the City in the materials submitted. The applicant was denied based on a failure to seek other uses or adaptive reuses.

Ms. Chune Zhang purchased the property in November of 2014 (see additional info provided by owner). On June 22, 2015 Ms. Zhang applied for an extension of the Expired Dangerous Building Administrative Order and was granted the extension on June 24, 2015. The extension expires on October 22, 2015. Both the application and extension are included in this application.

On August 18, 2015 owner's agent, Rob Hellyer, met with Pete Stockton and Matt Kriegl from the Preservation Office to inspect the premises. Before Mr. Hellyer could remove the plywood covering the back door, Mr. Stockton waived the inspection stating that it was too dangerous to enter as he had seen it years earlier.

Photos are included representing the state of the property, it is severely deteriorated. The neglect is due to actions by previous owners, not Ms. Zhang who has owned it less than a year.

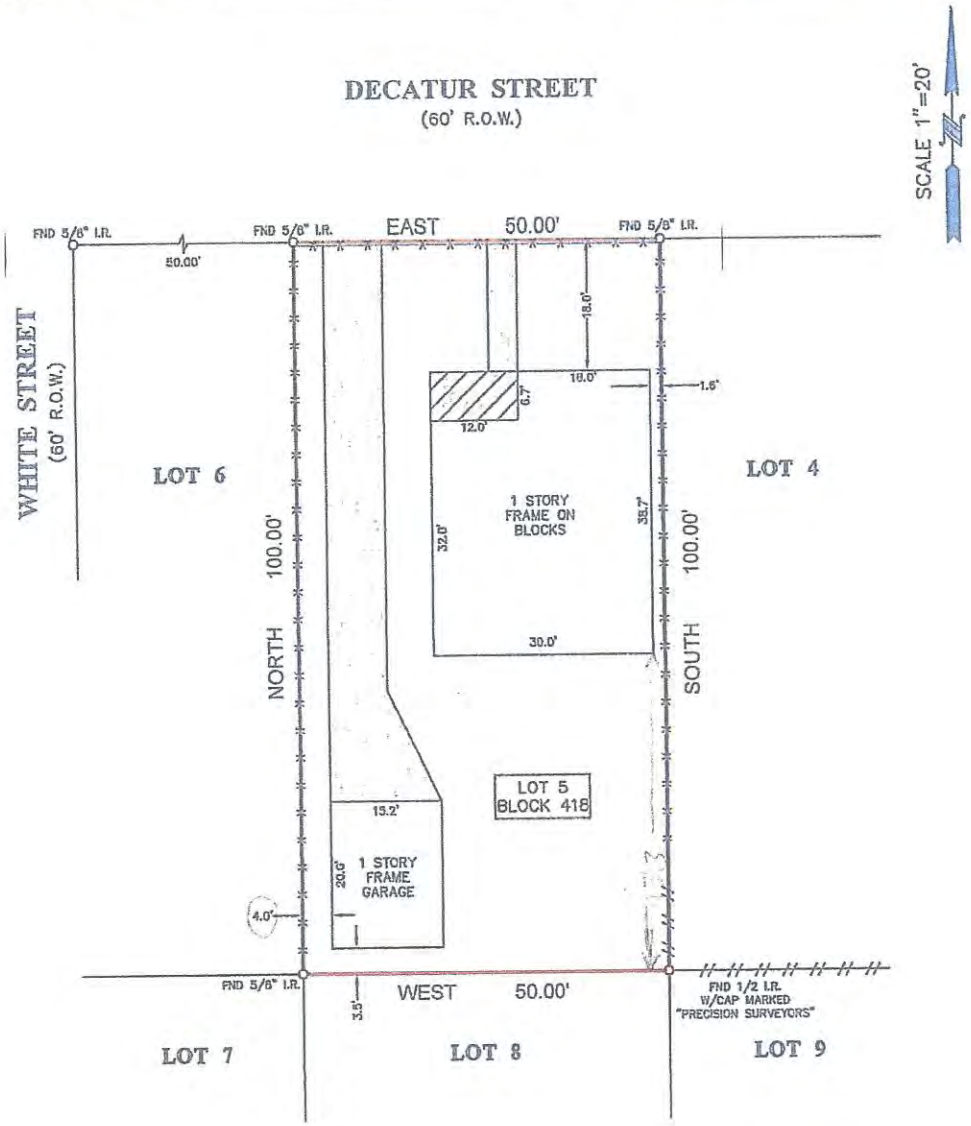
TITLE COMPANY:

StarTex TITLE COMPANY

713-418-6000

G.F. #: 7214744897

ISSUE DATE: OCTOBER 22, 2014



LEGEND

CONCRETE

COVERED AREA

FENCE: WOOD, METAL

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. FLOOD INFORMATION IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE COUNTY LISTED BELOW.
3. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
4. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
5. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
6. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
7. SUBJECT TO THE RESTRICTIVE COVENANTS AS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED ON OCTOBER 22, 2014, UNDER G.F. NO. 7214744897.

PROJECT: A LAND TITLE SURVEY OF LOT 5, IN BLOCK 418, OF W.R. BARKER'S SUBDIVISION, N.S.B.B., AN UNRECORDED SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE GENERALLY RECOGNIZED PLAT THEREOF.

CLIENT: CHUNE ZHANG

ADDRESS: 2006 DECATUR STREET

FLOOD ZONE: "X"	FLOOD MAP#: 48201C 0760M
FLOOD MAP DATE: JUNE 9, 2014	FLOOD MAP COUNTY: HARRIS

STATE OF TEXAS REGISTERED RICHARD FUSSELL 4148 PROFESSIONAL LAND SURVEYOR

SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON JULY 17, 2014 AND THAT THIS PLAT SUBSTANTIALLY CONFLICTS WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL RPLS# 4148

SURVEY 1 Inc.
www.survey1inc.com
survey1@survey1inc.com
Firm Registration No. 100786-00
P.O. Box 2543 • Alvin, TX 77512
(281)393-1382 • Fax(281)393-1383

FIELD CREW: JJ	JOB# 7-29000-14
DRAFTER: LG3	DATE JULY 17, 2014

REVISED: (TITLE) 11-4-14

To Whom It May Concern:

I am writing to illustrate the activities so far of our application for demolition for the property located at 2006 Decatur St. Houston TX 77007, in hopes to let any concerned parties who claim we have attempted to demolish the house without a permit to know the truth.

1. On June 22, 2015, I went to the Inspections and Public Service Division located at 7125 Ardmore Street, Houston, TX and submitted the application for Extension of an Expired Administrative Order and was granted on June 24, 2015 an extension of 120 days to complete demolition and obtain a certificate of the compliance
2. According to the instruction on the demolition extension order, On July 1, 201, I went to the Dangerous Building/Structural Section located at 1002 Washington Street, 4th Floor and submitted the application for the dangerous building demolition. The project (#15070665) was created and I was told to contact a licensed master plumber to disconnect the sewer line and water cap off.
3. I found and sign a contract with a demolition company named Velez Environmental Service on 7/3/2015. The company's master plumber disconnected the sewer line and went to purchase his permit on July 6, 2015. The personnel in the office then found out that the house has a hold on it due to the historical district which I did mentioned two times when I submitted the demolition application, but was told it has been released which later on reveal that she actually did not have the knowledge of the historical district issue until she tried to issue the permit to the plumber. She called and discussed the release of the hold with the preservation office member first, and then she called me to inform me to contact the preservation office to request release of the hold to be able to continue the demolition permit.
4. On 7/10/2015, the personnel from the Dangerous Building/Structural Section called me and told me that the neighbor located at 2004 Decatur stopped by the office and complained the master plumber disconnected her sewer line. I called the demolition company immediately and it sent the plumber back the same day. Later I was told the sewer disconnection that he did on my property is not my neighbor's sewer line and should not affect in any way her sewer system which later was confirmed by the inspector from the city of Houston and City of Houston will charge the plumber an investigation fee due to the disconnection without permission.
5. In the week of July 13, 2015, I went to the preservation office and was told to submit COA . I have been preparing for the COA since then.

Attached are the applications and related documents incurred in my demolition application process so far.

Please feel free to contact me for any questions at (281) 736 7618 or chunny_zhang@yahoo.com

Sincerely,

Chune Zhang

CITY OF HOUSTON

Department of Neighborhoods
Inspections and Public Service Division

Annise D. Parker
Mayor

Reggie Harris
Deputy Assistant Director
Department of Neighborhoods
T. 832-394-8918
F. 832-394-0642
[redacted]

✓ Mail/email

_____ Pick up

RECEIVED JUN 22 2015

Application for Extension of an Expired Administrative Order

General Information

Applying for an Extension of an Expired order does not prevent the City from issuing a Municipal Court citation for Non-Compliance or from correcting violations in accordance with the expired order and at the property owner's expense. If the City has begun correcting violations your request may be denied.

The reviewer of the application may exercise his or her discretion to approve or deny this application. Factors considered by the reviewer are the applicant's financial ability to correct the violations, the amount of work completed prior to the expiration of the dangerous building administrative order and other relevant factors.

Applicant Information

Applicant Name: CHUNE ZHANG

Applicant Status: (✓) Owner ( ) Lien Holder ( ) Agent for owner (Notarized written statement required)

Mailing Address: P.O. Box 130290, Houston, TX 77219

Home Telephone: 281 578 7480 Cell: 281 736 7618

Email Address: CHUNNY_ZHANG@YAHOO.COM

Address of Property on Order: 2006 Decatur St. Houston, TX 77007

Property Type:

( ) Vacant Lot (✓) Single Family/Duplex ( ) Three Units/Commercial

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight Boykins Dave Martin Richard Nguyen Oliver Pennington Ed Gonzalez Robert Gallegos Mike Laster Larry V. Green Stephen C. Costello Michael Kubosh David Robinson C.O. "Brad" Bradford Jack Christie
Controller: Ronald C. Green

( ) Pool ( ) Other _____

Reason for Request: ( ) Repair (✓) Demolition ( ) Secure

( ) Certificate of Compliance

Extension is to Extend Order on: (✓) Main Structure ( ) Building #

_____ (✓) Detached Garage ( ) Shed ( ) Other _____

Additional Time Requested: ( ) 30 days ( ) 60 days ( ) 90 days

(✓) 120 days ( ) other: _____

The following documents are provided in support of this request:

____ Applicant is not the owner, attached is a notarized letter from owner designating applicant to act as his/her designee in this matter.

✓ Current photographs of the property are required.

✓ Work plan is required (detailed work plan with timeline)

✓ Copy of the expired Order

____ Additional Documents: _____

Do you have a current repair or demolition permit? _____Yes ✓ No

Have you received prior extensions of this order? _____Yes (How many _____)
✓ No

Applicant Signature

6/22/2015
Date

CITY OF HOUSTON
DEPARTMENT OF NEIGHBORHOODS
Inspections and Public Service

Annise D. Parker
Mayor

Reggie Harris
Deputy Assistant Director
Department of Neighborhood

T. 832-394-8918
F. 832-394-0642
[redacted]

June 24, 2015

Chune Zhang
P.O. Box 130290
Houston, Texas 77219

Re: Extension of Expired Dangerous Building Administrative Order

Dear **Ms. Zhang:**

The Hearing Official reviewed your request for an extension of the expired administrative order pertaining to **2006 Decatur Street-Main Structure and Detached garage** Houston, Texas. After a review of your request, he granted an extension of **one hundred twenty (120) days to complete demolition and obtain a certificate of compliance.** Your extension expires on **October 23, 2015.**

First Action

Please contact the Dangerous Building/Structural Section in the Department of Public Works & Engineering at the following:

Veronica Farr
Dangerous Building/Structural Section
1002 Washington Street, 4th Floor
(832) 394-8840 9303

611 Washington St. 4th

You do not have to contact this office if you already have a repair or demolition permit.

Section Action

Bring a copy of the extension approval letter and expired administrative order to the Dangerous Building/Structural Section Office located at **1002 Washington Avenue, Houston, Texas.** The Dangerous Building/Structural Section will process your permit application and create a new project number. The creation of the new project number will automatically result in a hold on the property due to the fact that a dangerous building administrative order was issued on the property. The Dangerous Building/Structural Section will contact Inspections and Public Service to release the hold and complete your permit application process.

During the extension period, you are required to keep the building secured from unauthorized entry when work is not in progress. All trash and debris must be removed from the property even when repairs are in progress.

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight Boykins Dave Martin Richard Nguyen Oliver Pennington Ed Gonzalez
Robert Gallegos Mike Laster Larry V. Green Stephen C. Costello Michael Kubosh. David Robinson C.O. "Brad" Bradford Jack Christie
Controller: Ronald C. Green

Third Action

Once the repairs or demolitions are completed, you must obtain a **Certificate of Compliance** from the Dangerous Building/Structural Section located at **1002 Washington Avenue, Houston, Texas. Contact Veronica Farr at 832-394-8840 for information and assistance.**

If you have completed repair or demolition of the dangerous building, you may apply for a Certificate of Compliance from the Dangerous Building/Structural Section Office immediately upon receipt of this extension approval.

Final Action

After you have obtained a Certificate of Compliance, you may apply for a **Release of the Dangerous Building Administrative Order and other Hearing Documents** at the Inspections and Public Service Division, 7125 Ardmore Street, Houston, Texas. If you have questions about the release of order and other documents, you may contact **Matti Terrell or Wanda Paige** of the Inspections and Public Service Division at **832-394-0600.**

If you have questions about this approval, you may reach me at **832-394-8918** or Ms. Juandolyn McQueen, at **832-394-0674.**

Sincerely,

Reggie Harris
Deputy Assistant Director
Department of Neighborhood
T. 832-394-8918
F. 832-394-0642

Department of Public Works & Engineering
Building Code Enforcement Branch

APPLICATION FOR DANGEROUS BUILDING COMPLIANCE INSPECTION

Once a building has been declared a Dangerous Building according to Chapter 10 of the City Code of Ordinances, and has been required to be repaired by a Hearing Order, **the owner must make application to the Building Official for inspection**, and pay the required inspection fee. After the inspection has been made, a list of corrections that must be resolved will be provided. The next step is to obtain a construction permit to make those repairs. Separate permits, fees and inspections are required to make the corrections. When all of the corrections have been made and evidenced by approved inspections, a Certificate of Compliance will be issued.

APPLICANT INFORMATION

Applicant Name: CHUNE ZHANG Date: 7/1/2015

Phone Number 281 736 2618 Email Address (if applicable): CHUNNY_ZHANG@YAHOO.COM

Relationship to the property: ☑ Owner ☐ Owner's Agent ☐ Contractor

Mailing Address If Different Than Below

Name CHUNE ZHANG

Address P.O. Box 130290

City/State/Zip Houston, TX 77219

PROJECT INFORMATION

Hearing Order: ☑ Demolition ☐ Repair **Building Type:** ☐ Commercial ☑ Residential ☐ Multi-Family

Project Address: 2006 Decatur Street – Main Structure

Building No. (If Applicable) _____ Zip Code 77007 Total No. of Floors 1

Number of Units (*Apartment Building*) _____ Square Feet _____

Applicant Signature _____

I hereby declare the above information is correct

FEE SCHEDULE

Inspection fee	$264.22
Admin Fee	$27.52
Demolition Fee First Floor	$77.06
Demolition Fee Each additional Floor	$38.53
Certificate of Compliance	$77.06

OFFICE USE ONLY

Processed by PNELSON

Date: 7/1/15

Project No.: 15070665

CITY OF HOUSTON

Planning & Development Dept.
STRUCTURAL INSPECTION SECTION

DANGEROUS BUILDING DEMOLITION

Information & Inspections

832- 394-8840

#1

Bring a copy of your " Hearing Order" to:

1002 Washington Ave.

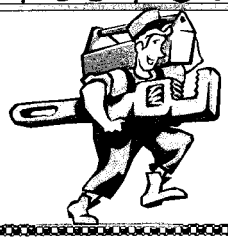
Structural Inspection Section / 4th Floor

Monday thru Friday – 8:00am to 4:30pm

#2

Contact a licensed master plumber to disconnect the sewer line and water cap off. Please give the project number below to your plumber. He will purchase his permit and call for an inspection

Project #
15070665



#3

Come to 1002 Washington Ave. to purchase your demolition permit and certificate of compliance, after your plumber has approval of inspection on his sewer disconnect. **Be sure to contact your power company and/or gas company concerning disconnection to power prior to demolition.**

1 STORY BUILDING $181.64 / 2 STORY BUILDING $220.17

PAYMENT IN CASH, CASHIERS CHECK OR MONEY ORDER ONLY...

#4

Call for Final inspection once the demolition is complete at 832 394-8840

•Post the address large enough to be seen from the street where the structure stood.

All debris must be removed from the property.

•All holes or depressions in the ground must be filled to grade level.

•All lumber, pipes and all other building materials must be removed from the property or stored in such a manner that they are not a hazard to safety and do not create a condition where rats are likely to live or mosquitoes likely to breed.

•All pipes and conduits must be removed from above grade and must be removed or sealed below grade.

•All piers, pilings, steps and other appurtenances must be removed above grade.

•Please call the next business day to get inspection results of your demolition. If all inspections are approved call 832-394-8847 to make arrangements to pick up your Certificate of Compliance.

#5

Pick up your Certificate of Compliance

at 1002 Washington Ave. 1st Floor

Take the C.C. to

Department of Neighborhood

7125 Ardmore St., Houston, TX 77054

832 394-0600

Voice Environmental Services
P.O. Box 24764 Houston, TX 77229
Phone: (281) 416-4081 * Fax (832) 934-4750 * Cellular (832) 526-2697 * Email: [illegible]

PROPOSAL

Date: 7/2/15
ATTN: Chuang Zhang
Phone: [redacted]
Email: [redacted]

Voice Environmental Services is pleased to present the proposal for your consideration.

RE: Quote for Demolition @ 2006 Decatur Street Houston, TX 77007

WE WILL FURNISH: Demolition permits, insurance, utility disconnect, (Gas and electricity to be disconnected by owner) supervision, labor, material and tools for the following work.

SCOPE OF WORK:

1. Demolition and removal of existing building structure & detached garage, and driveway.
2. Removal and off site disposal of all debris.
3. Grade and haul back excavated existing dirt.

TOTAL ESTIMATED COMPLETION TIME: ..... 3-5 calendar days.

EQUIPMENT REQUIRED:
Excavator
End Dump Trailers
Operator and Laborer

TOTAL ESTIMATED JOB COST: $4,900

NOTES:

1. Yes permit is included in the proposal.
2. YES / NO Time frame is for the removal or disposal of any hazardous materials.
3. Client agrees that Voice Environmental Services will use heavy equipment and some damage may occur to sidewalk or other surrounding structures. We will exercise care to try to prevent the damage as possible and claims not responsible for the damage.
4. Price does not include the installation of protective temporary fencing around the work perimeter or dust mitigation or SWPPP (Storm Water Pollution Prevention Plan).
5. Estimated cost (Quote) and may vary due to equipment weather or other adverse factors.
6. A deposit equal to at least 50% (fifty of the total quote price is expected upon start of demolition equipment mobilization or sooner upon completion.
7. Please review, complete & BRING CONTRACT upon confirmation.
8. Late payment charges: Each day it is delayed in a reasonable amount of time after due date, interest and collection fees will apply.
10. This proposal is good for 30 days.

Best Regards,
Sergio Velez
Owner
Cell: 832-526-2697

Proposal accepted by: _____ Date: 7/3/2015

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/21/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jays Ideal Insurance Services
PO Box 30096
Houston, TX 77249
Phone (713) 880-8817 Fax (713) 728-6398

CONTACT NAME: Mayra Tovar
PHONE (A/C, No, Ext): (713) 880-8817 FAX (A/C, No): (713) 728-6398
E-MAIL ADDRESS: allagents@idealinsuranceservices.com

INSURED
Velez Environmental Services, LLC
P.O. Box 24764
Houston, TX 77229 (832) 473-3363

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyds London	15792
INSURER B :	
INSURER C :	
INSURER D : Service Lloyds Insurance Co.	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: MT

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	N	N	ARTGC44670	08/02/2014	08/02/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 1,000,000.00 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	SRZE26809-13	10/01/2013	10/01/2014	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY IS RATED AS : General Contractor.
TEXAS ONLY.
30 DAYS WRITTEN NOTICE OF CANCELLATION.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) QF

Zhang, chunny

From: chunny zhang [redacted]
Sent: Friday, August 28, 2015 12:29 PM
To: Zhang, chunny
Subject: Fw: Re: Has the sewer line fixed. Need to update veronica in city of houston

Sent from Yahoo Mail on Android

From:"chunny zhang" [redacted]
Date:Tue, Jul 14, 2015 at 2:41 pm
Subject:Re: Has the sewer line fixed. Need to update veronica in city of houston

Veronica from dangerous building depatrment of city Houston has informed me the following:

1. The inspector from city of Houston has been confirmed that your plumber did not disconnect the sewer line of the neighbor (2004 Decatur) who went to city to make the complaints. And the inspection results has been put into the system.

2. City of houstion will charge an investigation fee due to the disconnection without permission by the plumber and he will be responsible for the payment.

Sent from Yahoo Mail on Android

From:"mariayavila" [redacted]
Date:Fri, Jul 10, 2015 at 4:13 pm
Subject:Re: Has the sewer line fixed. Need to update veronica in city of houston

No he did not connected, I talk to my boss he say it is best to send the city inspector so he can see the disconnection and let him tell us if we are wrong so we can corrected. This way your neighbor will also know by the City if we are wrong or not.

Thanks,

Maria Y Avila
VELEZ ENVIRONMENTAL SERVICES, LLC
P.O. Box 24764
Houston, TX. 77229
Office: (281) 416-4081
Fax: (832) 834-4750
Cell: (832) 526-2897

[redacted]

-----Original Message-----
From: chunny zhang [redacted]
To: mariayavila [redacted]
Sent: Fri, Jul 10, 2015 3:40 pm
Subject: Re: Has the sewer line fixed. Need to update veronica in city of houston

Did the plumber reconnect the sewer line which he disconnect.
Veronica told me she will sent someone to inspect.
Sent from Yahoo Mail on Android

From:"mariayavila" [redacted]
Date:Fri, Jul 10, 2015 at 3:35 pm
Subject:Re: Has the sewer line fixed. Need to update veronica in city of houston

Chunny,

As per our conversation, our plumber went to your property to check and told me that the sewer disconnection that he did on your property is not your neighbor's sewer line and should not affect in any way her sewer system. I just send you the photos he took, where it shows that her sewer is not disconnected.

Regards,

Maria Y Avila
VELEZ ENVIRONMENTAL SERVICES, LLC
P.O. Box 24764
Houston, TX. 77229
Office: (281) 416-4081
Fax: (832) 834-4750
Cell: (832) 526-2897
[redacted]

Uniform Residential Appraisal Report

File # 150229

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 2006 Decatur St | City Houston | State TX | Zip Code 77007-7639

Owner Chune Zhang | Intended User Chune Zhang | County Harris

Legal Description Lot 5 Block 418 Baker W R NSBB

Assessor's Parcel # 005-201-000-0005 | Tax Year 2014 | R. E. Taxes $ 4,775

Neighborhood Name Old Sixth Ward | Map Reference 493K | Census Tract 5102

Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ None | [ ] PUD | HOA $ None [ ] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Intended Use: Estimate market value for asset valuation

Client Chune Zhang | Address 20307 Longspring, Katy, TX 77450-6660

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). HARMLS

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends					One-Unit Housing			Percent Land Use %	
Location	[X] Urban	[ ] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining		PRICE	AGE		One-Unit	88.0 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under25%	Demand/Supply	[ ] Shortage	[X] InBalance	[ ] OverSupply		$(000)	(yrs)		2-4 Unit	3.0 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths		175	Low	New	Multi-Family	1.0 %
Neighborhood Boundaries Washington Avenue - north, Memorial Way - south, Sawyer Street - west,									765	High	155	Commercial	8.0 %
Colorado Street - east.									400	Pred.	115	Other	0.0 %

Neighborhood Description The subject neighborhood is situated in the west central part of Houston within 1 mile from the Central Business District. Schools, shopping and other consumer needs are easily accessible to the subject. Employment stability in this area is considered to be stable. The subject neighborhood has typical market appeal and no adverse factors were noted that affect buyer demand or marketability.

Market Conditions (including support for the above conclusions) Extended marketing times have been experienced when the original list price has been too high. The subject property is not a foreclosure. In the subject neighborhood, there are not a significant amount of foreclosures. *** See Additional Comments ***

SITE

Dimensions 50Fx100LSx50Rx100RS | Area 5000 +/- sq. ft. | Shape Rectangular | View N;Res;

Specific Zoning Classification Contributing Historic Structure | Zoning Description Historic Structure in the Old Sixth Ward Historic District

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

*** See Additional Comments ***

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X | FEMA Map No. 48201C0670M | FEMA Map Date 06/09/2014

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe

The subject site is a typical interior lot. No adverse easements, encroachments, or other adverse conditions were noted; however, a survey was not provided at the time of appraisal. The subject's lot dimensions were obtained from theHarris County Facet Plat Maps.

IMPROVEMENTS

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
Units [X] One [ ] One with Accessory Unit	[ ] Concrete Slab [X] Crawl Space	Foundation Walls Block-Beam/Poor	Floors HW,Vinyl/Poor
# of Stories 1	[ ] Full Basement [ ] Partial Basement	Exterior Walls WdSiding/Poor	Walls WdShth,WP/Poor
Type [X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area sq. ft.	Roof Surface Composition/Poor	Trim/Finish OrigTrim/Poor
[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish %	Gutters & Downspouts None	Bath Floor Vinyl/Poor
Design (Style) Historic	[ ] Outside Entry/Exit [ ] Sump Pump	Window Type WdSH/Poor	Bath Wainscot WdShth/Poor
Year Built 1905	Evidence of [X] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 70	[X] Dampness [X] Settlement	Screens None	[X] Driveway # of Cars 1
Attic [ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s)#	Driveway Surface Concrete
[ ] Drop Stair [ ] Stairs	[ ] Other Fuel	[ ] Fireplace(s) # [X] Fence Wood	[ ] Garage # of Cars
[ ] Floor [X] Scuttle	Cooling [ ] Central Air Conditioning	[ ] Patio/Deck [X] Porch Covered	[ ] Carport # of Cars
[ ] Finished [ ] Heated	[ ] Individual [ ] Other	[ ] Pool [ ] Other	[ ] Att. [ ] Det. [ ] Built-in

Appliances [ ] Refrigerator [ ] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 5 Rooms 2 Bedrooms 1 Bath(s) 1,040 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.) Covered porch, wood and chain link fence, high ceilings

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject has deteriorated to the point where the building has been declared "dilapidated, substandard, or unfit for human habitation", its structure "a hazard to the health, safety, or welfare of its occupants", and the buildings roof "a dangerous building" according an "ORDER OF THE HEARING OFFICIAL OF THE HOUSTON POLICE DEPARTMENT OF THE CITY OF HOUSTON, TEXAS dated 09/30/2010. Excessive rotten and/or damaged wood parts were observed. The foundation system has failed. The flooring is unsafe to walk on. The framed structure and roofing system has failed. *** See Additional Comments ***

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [X] Yes [ ] No If Yes, describe

Excessive termite damage was noted. The roof is at the end of its useful life. Rotten and/or damaged exterior and interior wood parts contribute to the subject's structural deficiency. The building has been declared uninhabitable and dangerous by the City of Houston. It was also noted that the west side of the subject improvements appear to be located on its west property line. *** See Additional Comments ***

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [ ] Yes [ ] No If No, describe

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There are N/A comparable properties currently offered for sale in the subject neighborhood ranging in price from $ N/A to $ N/A .

There are N/A comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ N/A to $ N/A .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	2006 Decatur St Houston, TX 77007-7639	2315 Union Houston, TX 77007-7639		1912 Kane Houston, TX 77007-7611		2211 Kane Houston, TX 77007-7616	
Proximity to Subject		0.23 miles W		0.07 miles SE		0.17 miles SW	
Sale Price	$		$ 375,000		$ 305,000		$ 412,500
Sale Price/Gross Liv. Area	$ sq. ft.	$ 416.67 sq. ft.		$ 298.43 sq. ft.		$ 315.13 sq. ft.	
Data Source(s)		HARMLS #44026214/HCAD;DOM 192		HARMLS #11727473/HCAD;DOM 10		HARMLS 10478926/HCAD;DOM 33	
Verification Source(s)		Realist/Listing Realtor		Realist/Listing Realtor		Realist/Listing Realtor	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		SC 0 Conventional		SC 0 Conventional		SC 0 FHA	
Date of Sale/Time		s11/20/14;c11/18/14		s12/23/14;c09/26/14		s08/14/15;c06/15/15	
Location	Historic District	Historic District		Historic District		Historic District	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	5000 +/- sq. ft.	7545 +/- sq. ft.	-127,250	4000 +/- sq. ft.	+50,000	5000 +/- sq. ft.	
View	Average	Average		Average		Average	
Design (Style)	Historic	Historic		Historic		Historic	
Quality of Construction	Average	Average		Average		Average	
Actual Age	110	125		95		125	
Condition	Poor	Poor/Fair	-35,000	Fair	-92,500	Average	-150,000
Above Grade Room Count (Total / Bdrms. / Baths)	5 / 2 / 1	5 / 2 / 1		5 / 2 / 1		5 / 2 / 1	
Gross Living Area	1,040 sq. ft.	900 sq. ft.	+700	1,022 sq. ft.		1,309 sq. ft.	-1,300
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	None	None		Wdw Units	-500	CACH	-7,500
Energy Efficient Items	None	None		None		None	
Garage/Carport	None	None		1 Det Garage	-3,500	1 Det Garage	-3,500
Porch/Patio/Deck	CvrdPorch	CvrdPorch		CvrdPorch		CvrdPorch	
	No FP	No FP		No FP		No FP	
				Det Quarters (352sf)	-17,600	Det Quarters (739sf)	-36,950
List/Asking Price	N/A	$410,000		$327,000		$470,000	
Net Adjustment (Total)		[ ] + [X] -	$ -161,550	[ ] + [X] -	$ -64,100	[ ] + [X] -	$ -199,250
Adjusted Sale Price of Comparables		Net Adj. 43.08 % Gross Adj. 43.45 %	$ 213,450	Net Adj. 21.02 % Gross Adj. 53.80 %	$ 240,900	Net Adj. 48.30 % Gross Adj. 48.30 %	$ 213,250

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) HARMLS/Realist

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) HARMLS/Realist

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	11/13/2014			
Price of Prior Sale/Transfer	$180,000			
Data Source(s)	HARMLS/Realist	HARMLS/Realist	HARMLS/Realist	HARMLS/Realist
Effective Date of Data Source(s)	09/21/2015	09/21/2015	09/21/2015	09/21/2015

Analysis of prior sale or transfer history of the subject property and comparable sales According to our data sources (HARMLS/Realist), the above mentioned transaction was the only sale and/or transfer of the subject property within the last three years.

Summary of Sales Comparison Approach Adjustments were made for differences in living areas, lot sizes, heating/cooling systems, detached quarters, and car storage facilities where appropriate. Comps 1 through 3 were adjusted for their superior conditions at the time of sale. Comps 1 through 3 had structures that were considered salvageable whereas the subject's structure is not considered salvageable from an economic standpoint. Their "Condition" line adjustments reflect the physical condition of their individual component parts which includes their different levels of modernization. In the correlation of value, most weight was placed on Comp 1 due to its physical condition being more similar to the subject. High line, net and/or gross adjustments are caused by substantial differences in lot sizes and by the subject improvements not having any contributory value due to their dilapidated, hazardous and unhabitable condition. The subject improvements are not considered to add any contributory value to the subject property.

Indicated Value by Sales Comparison Approach $213,500

RECONCILIATION

Indicated Value by: Sales Comparison Approach $213,500 Cost Approach (if developed) $213,500 Income Approach (if developed) $N/A

Most emphasis was placed on the Sales Comparison Approach. Support is provided by the Cost Approach. The Income Approach is not considered relevant as homes in the area are not typically purchased for investment purposes. It is noted that the presence of the subject's historic structure causes an economic hardship on its owners as a loss in value. **The subject's market value "AS IF" vacant is estimated to be $250,000.**

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 213,500 , as of 09/21/2015 , which is the effective date of this appraisal.

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ADDITIONAL COMMENTS

The subject's estimated exposure time and estimated marketing time are considered to be less than 90 days.

ADDITIONAL CERTIFICATIONS:

Definition of Market Value: The source of the Definition of Market Value utilized in this report is the Federal Register 12CFR Part 34.42.

The intended User of this appraisal report is Chune Zhang. The Intended Use is to evaluate the property that is the subject of this appraisal for asset valuation purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and the Definition of Market Value. No additional intended users are identified by the appraiser.

This appraiser has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

This Report is an Appraisal Report, i.e., a written report prepared under Standards Rule 2-2 (a), pursuant to the Scope of Work, as disclosed elsewhere in this report.

USPAP 2014-2015 Compliance - This appraisal form indicates it is a summary appraisal report. This form has not been updated by FNMA/FHLMC to conform with USPAP 2014-2015. The current USPAP deleted the three types of appraisal reports known as Self-Contained, Summary, and Restricted Use and has replaced them with the "Appraisal Report" and the "Restricted Appraisal Report". This product is an "Appraisal Report".

COST APPROACH

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The estimated site value is based on the abstraction of site values from sales of improved properties by the allocation, extraction, or land residual techniques. There were no verifiable land sales in the subject neighborhood that had closed within the last 12 months from our data sources.

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW		OPINION OF SITE VALUE	=$ 250,000
Source of cost data Cost Handbook;Area Builders		Dwelling 1,040 Sq. Ft. @ $ 120	=$ 124,800
Quality rating from cost service Historic	Effective date of cost data Current	BSMT Sq. Ft. @ $	=$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			
Physical depreciation was estimated on an observed age/life basis. Due to the subject's condition, its improvements are considered to have no contributory value. The subject's external obsolescence is reflected in the Cost Approach by a depreciated Total Estimated Cost New. This condition is caused by the adverse effect on value by the restrictions placed on the subject improvements by the City of Houston Preservation Ordinance of October 2010.		Garage/Carport Sq. Ft. @ $	=$
		Total Estimate of Cost-New	=$ 124,800
		Less Physical / Functional / External	
		Depreciation 124,800 / 36,500	=$ (161,300)
		Depreciated Cost of Improvements	=$ -36,500
		'As-is' Value of Site Improvements	=$ 0
*** See Additional Comments ***			
Estimated Remaining Economic Life (HUD and VA only) Years		Indicated Value By Cost Approach	=$ 213,500

INCOME

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent $ N/A X Gross Rent Multiplier N/A = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Uniform Residential Appraisal Report

File # 150229

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature PFruge'

Name Paul Fruge' Jr.

Company Name The Fruge Appraisal Group

Company Address 1241 Omar St

Houston, TX 77008

Telephone Number 713-825-8474

Email Address [redacted]

Date of Signature and Report September 28, 2015

Effective Date of Appraisal 09/21/2015

State Certification # 1320566

or State License #

or Other

State TX

Expiration Date of Certification or License 4/30/2017

ADDRESS OF PROPERTY APPRAISED

2006 Decatur St

Houston, TX 77007-7639

APPRAISED VALUE OF SUBJECT PROPERTY $ 213,500

CLIENT

Name

Company Name Chune Zhang

Company Address 20307 Longspring

Katy, TX 77450-6660

Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street

Date of Inspection

☐ Did inspect interior and exterior of subject property

Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection

ADDITIONAL COMMENTS

Intended User	Chune Zhang						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Client	Chune Zhang						

MARKET CONDITIONS

The foreclosures that do occur in the subject neighborhood are not considered to adversely affect the subject's value and/or marketability.

Per the HARMLS, there were 8 SFRD sales in the subject neighborhood from 09/21/2014 to 09/21/2015. The median sales price for this time period was $400,000, or say, $221.98 per square foot of living area and the median days-on-market was 63 days. There are currently 1 active listing and 1 pending sale.

For the previous 12 month period from 09/21/2013 to 09/21/2014, there were 4 SFRD sales with a median sales price of $225,000, or say, $216.53 per square foot of living area.

ZONING COMPLIANCE

The subject is contained in the City of Houston's Old Sixth Ward Histoirc District which is considered to be a form of zoning.

HIGHEST AND BEST USE

"The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence."

The subject is contained in a City of Houston designated historic district, the Old Sixth Ward Historic District and as such must comply with the City of Houston's Preservation Ordinance of October 2010. The subject improvements are classified as being a "Contributing" historic structure and cannot be demolished or moved from its site. Any exterior improvements, alterations, and/or building additions must be in compliance with the Preservation Ordinance and must be approved by the Houston Archaeological and Historic Commission.

PROPERTY CONDITION

The kitchen and bathroom are not functional. The electrical and plumbing systems have failed.

It is recommended that the structure be razed as there are minimal salvageable parts which are fit to be used to reconstruct the historic structure. A requirement to maintain and/or rehabilitate the subject's structure is considered to cause an economic hardship on its owners as the cost to repair and/or rehabilitate is considered to be substantially more than its resulting market value in the subject neighborhood.

The subject site also contains a garage building which is not considered to add any contributory value due to its poor condition. It is considered to be unsalvageable.

PHYSICAL DEFICIENCIES AND / OR ADVERSE CONDITIONS

This condition is detrimental to the subject in regards maintenace of the structure and its preservation in case of fire.

SALES COMPARISON APPROACH

In the correlation of value, equal weight was placed on all comparables due to their narrow range of indicated values. Please note that all of the comparables used in this report are contained in a City of Houston designated historic district. Minimal adjustments for differences in physical characteristics of their respective structures were made since all the sale are in the process of having large scale renovation/modernization projects. .

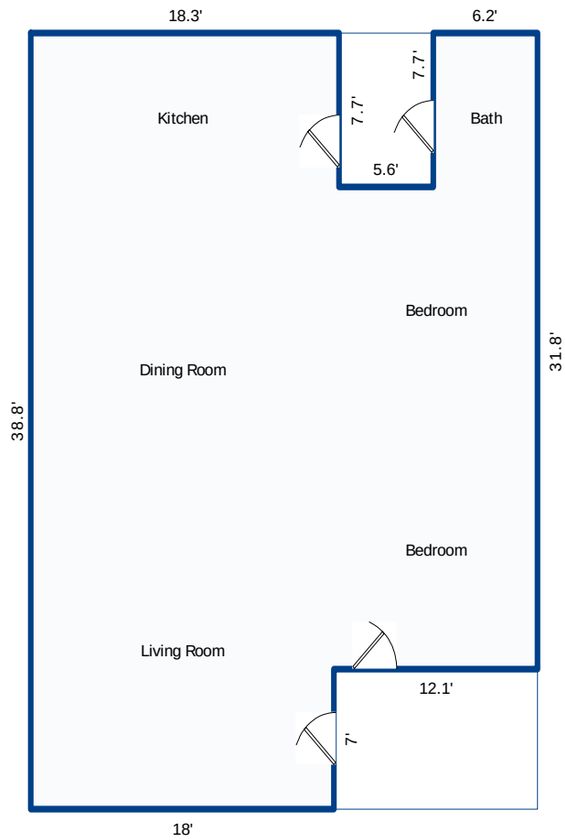
High line , net and/or gross adjustments were caused by substantially larger lot sizes. Although these adjustments may exceed guidelines, they are considered to be fair and reasonable.

COMMENTS ON COST APPROACH

The subject improvements are considered a "contributing" historic structure and as such may not be demolished or moved from its site. Improvements and/or building additions to the structure must be in compliance with the Preservation Ordinance and approved by the Houston Archaeological and Historic Commission. This ordinance has caused limitations on the redevelopment of the property and has also caused extended periods of time necessary to navigate the process in order to obtain approved city building permits. The subject's estimated site value is "AS IF" vacant and not encumbered by a historic structure.

SKETCH ADDENDUM

Intended User	Chune Zhang						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Client	Chune Zhang						



Sketch by Apex Medina™

Comments:

AREA CALCULATIONS SUMMARY

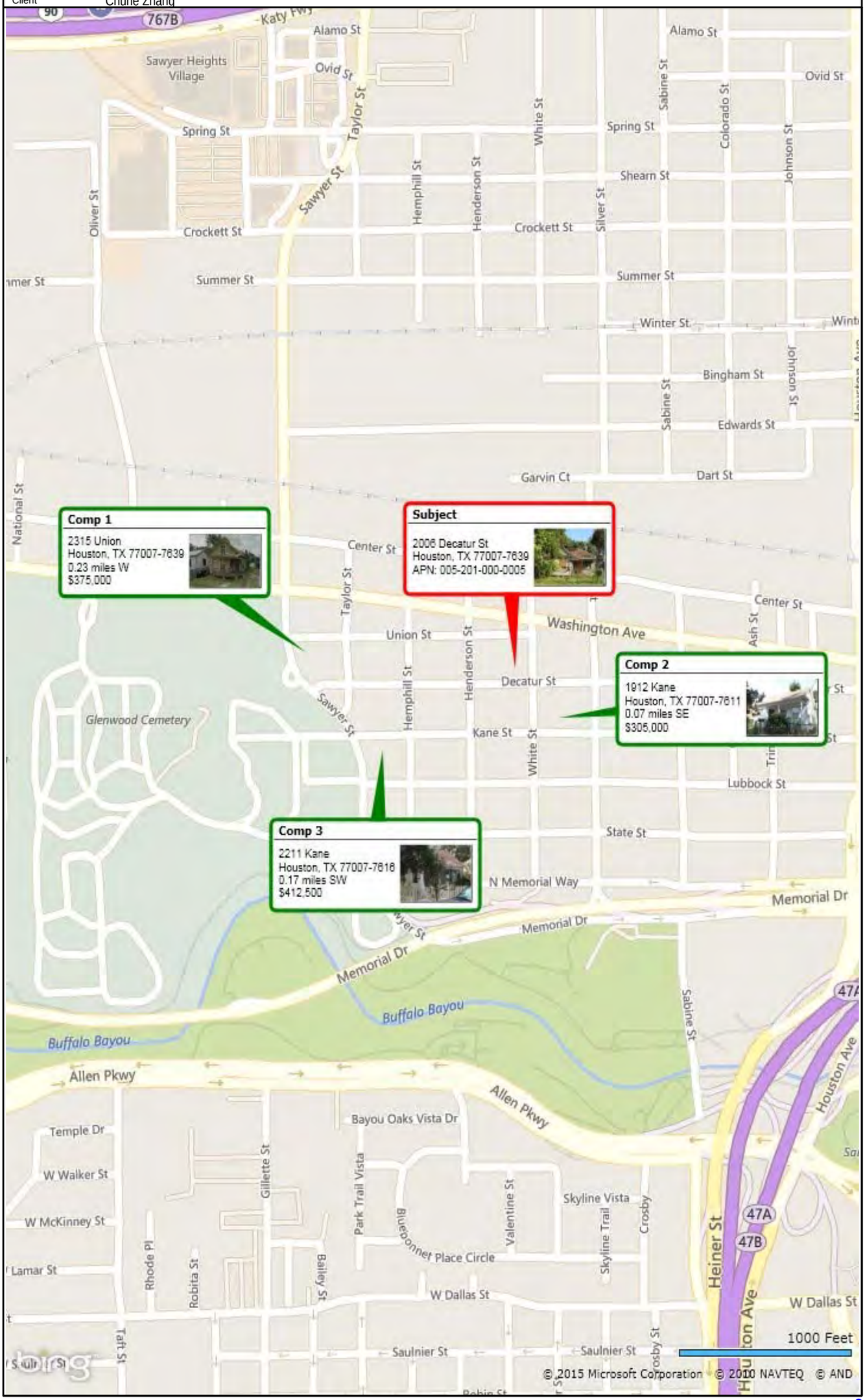
Code	Description	Net Size	Net Totals
GLA1	First Floor	1040.1	1040.1
Net LIVABLE Area		(rounded)	1040

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
18.3	x	7.7	140.9
30.1	x	24.1	725.4
7.7	x	6.2	47.7
7.0	x	18.0	126.0
4 Items		(rounded)	1040

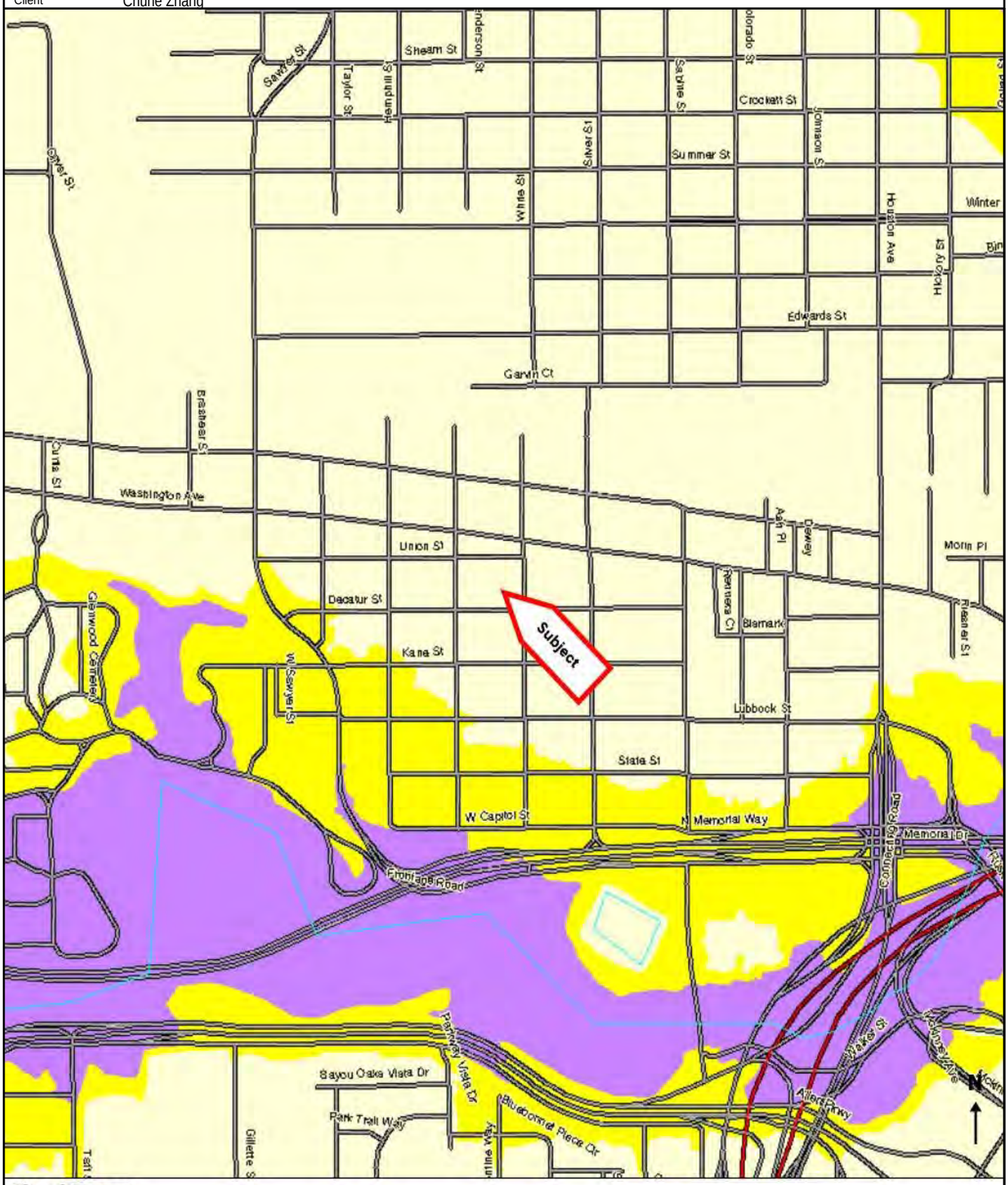
Location Map

Intended User	Chune Zhang
Property Address	2006 Decatur St
City Houston	County Harris State TX Zip Code 77007-7639
Client	Chune Zhang



FLOOD MAP

Intended User	Chune Zhang
Property Address	2006 Decatur St
City Houston	County Harris State TX Zip Code 77007-7639
Client	Chune Zhang



Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100- and 500-year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazards
- Areas not mapped on any published FIRM

Flood Zone Determination

Latitude: 29.767181
Longitude: -95.378595
Community Name:
HOUSTON, CITY OF
Community: 480296
SFHA (Flood Zone): No
Within 250 ft. of multiple flood zones: No
Zone: X **Map #:** 48201C0670M
Panel: 0670M **Panel Date:** 06/09/2014
FIPS Code: 48201 **Census Tract:** 5102

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

PHOTOGRAPH ADDENDUM

Intended User	Chune Zhang						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Client	Chune Zhang						

FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY

STREET SCENE OF SUBJECT PROPERTY

File No. 150229

PHOTOGRAPH ADDENDUM

Intended User: Chune Zhang

Property Address: 2006 Decatur St

City: Houston | County: Harris | State: TX | Zip Code: 77007-7639

Client: Chune Zhang

2006 Decatur St
RIGHTSIDE VIEW

2006 Decatur St
STREET SCENE - OPPOSITE VIEW

2006 Decatur St
LIVING ROOM

2006 Decatur St
DINING ROOM

2006 Decatur St
KITCHEN

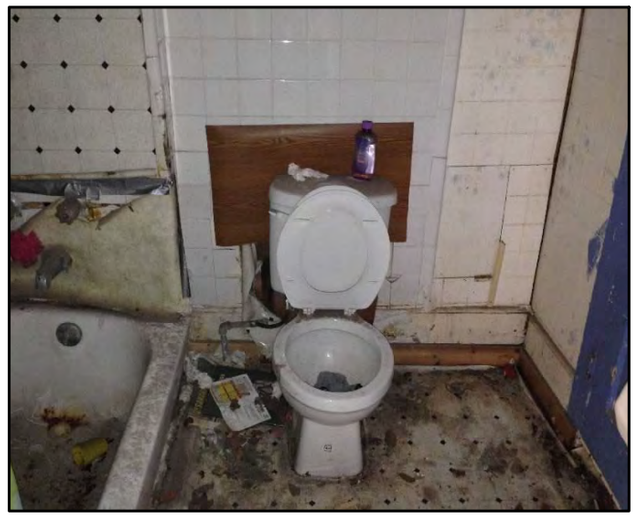
2006 Decatur St
BEDROOM - FRONT

File No. 150229

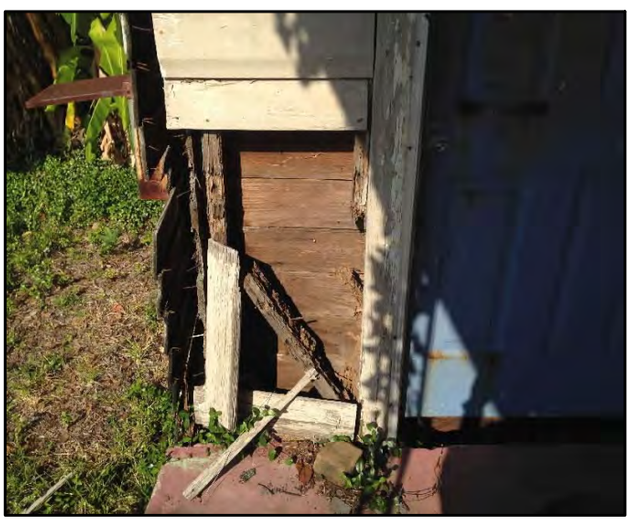
PHOTOGRAPH ADDENDUM

Intended User	Chune Zhang						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Client	Chune Zhang						

2006 Decatur St
BEDROOM - MIDDLE



2006 Decatur St
BATH



2006 Decatur St
FRONT PORCH/FRONT DOOR

2006 Decatur St
FRONT PORCH CEILING

2006 Decatur St
FASCIA/SIDING

2006 Decatur St
FOUNDATION BEAM

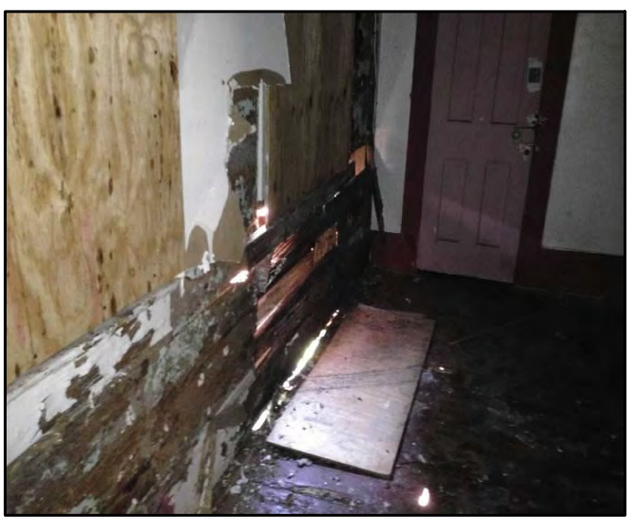
File No. 150229

PHOTOGRAPH ADDENDUM

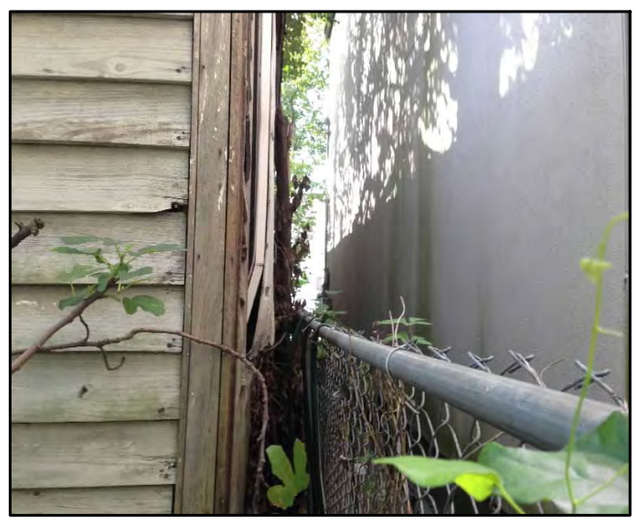
Intended User	Chune Zhang
Property Address	2006 Decatur St
City	Houston
County	Harris
State	TX
Zip Code	77007-7639
Client	Chune Zhang

2006 Decatur St
BACK PORCH FLOOR

2006 Decatur St
BACK PORCH CEILING



2006 Decatur St
WALL INTERIOR - EXAMPLE



2006 Decatur St
LEFTSIDE VIEW

PHOTOGRAPH ADDENDUM

Intended User	Chune Zhang						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Client	Chune Zhang						

COMPARABLE #1

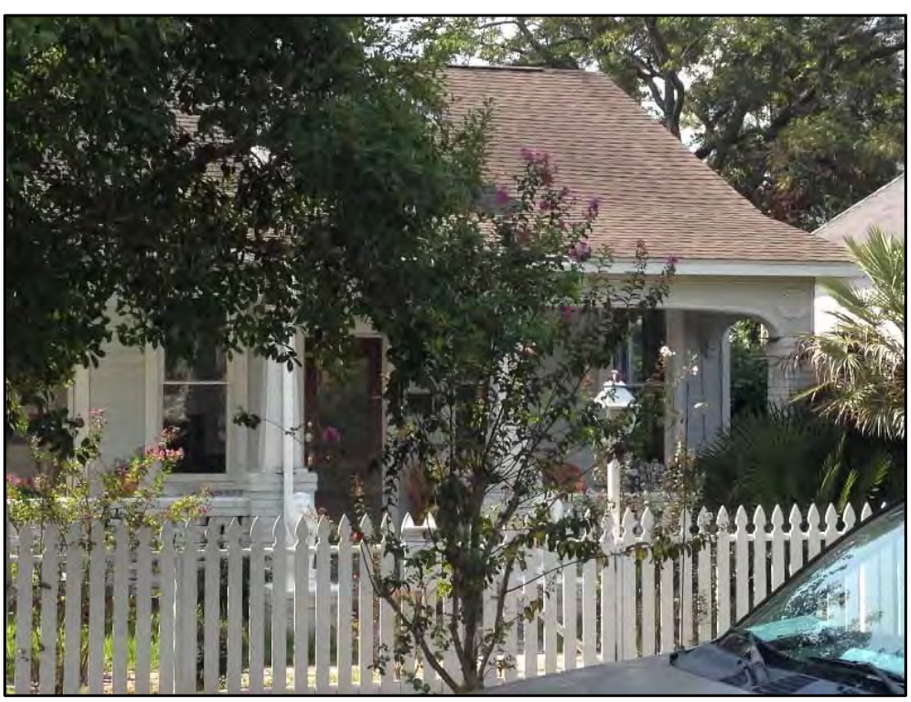
2315 Union
Houston, TX 77007-7639

Price	$375,000
Price/SF	416.67
Date	s11/20/14;c11/18/14
Age	125
Room Count	5-2-1
Living Area	900
Value Indication	$213,450

COMPARABLE #2

1912 Kane
Houston, TX 77007-7611

Price	$305,000
Price/SF	298.43
Date	s12/23/14;c09/26/14
Age	95
Room Count	5-2-1
Living Area	1,022
Value Indication	$240,900



COMPARABLE #3

2211 Kane
Houston, TX 77007-7616

Price	$412,500
Price/SF	315.13
Date	s08/14/15;c06/15/15
Age	125
Room Count	5-2-1
Living Area	1,309
Value Indication	$213,250

APPRAISER'S STATE CERTIFICATION

Intended User	Chune Zhang						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Client	Chune Zhang						

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified Residential Real Estate Appraiser

Number: TX 1320566 R
Issued: 04/29/2015 Expires: 04/30/2017

Appraiser: PAUL FRUGE JR

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

CITY OF HOUSTON

DEPARTMENT OF NEIGHBORHOODS
Inspections and Public Service

Annise D. Parker
Mayor

Reggie Harris
Deputy Assistant Director
Department of Neighborhood

T. 832-394-8918
F. 832-394-0642
[redacted]

June 24, 2015

Chune Zhang
P.O. Box 130290
Houston, Texas 77219

Re: Extension of Expired Dangerous Building Administrative Order

Dear **Ms. Zhang:**

The Hearing Official reviewed your request for an extension of the expired administrative order pertaining to **2006 Decatur Street-Main Structure and Detached garage** Houston, Texas. After a review of your request, he granted an extension of **one hundred twenty (120) days to complete demolition and obtain a certificate of compliance.** Your extension expires on **October 23, 2015.**

First Action

Please contact the Dangerous Building/Structural Section in the Department of Public Works & Engineering at the following:

Veronica Farr
Dangerous Building/Structural Section
1002 Washington Street, 4th Floor
(832) 394-8840

You do not have to contact this office if you already have a repair or demolition permit.

Section Action

Bring a copy of the extension approval letter and expired administrative order to the Dangerous Building/Structural Section Office located at **1002 Washington Avenue, Houston, Texas.** The Dangerous Building/Structural Section will process your permit application and create a new project number. The creation of the new project number will automatically result in a hold on the property due to the fact that a dangerous building administrative order was issued on the property. The Dangerous Building/Structural Section will contact Inspections and Public Service to release the hold and complete your permit application process.

During the extension period, you are required to keep the building secured from unauthorized entry when work is not in progress. All trash and debris must be removed from the property even when repairs are in progress.

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight Boykins Dave Martin Richard Nguyen Oliver Pennington Ed Gonzalez
Robert Gallegos Mike Laster Larry V. Green Stephen C. Costello Michael Kubosh. David Robinson C.O. "Brad" Bradford Jack Christie
Controller: Ronald C. Green

Third Action

Once the repairs or demolitions are completed, you must obtain a **Certificate of Compliance** from the Dangerous Building/Structural Section located at **1002 Washington Avenue, Houston, Texas. Contact Veronica Farr at 832-394-8840 for information and assistance.**

If you have completed repair or demolition of the dangerous building, you may apply for a Certificate of Compliance from the Dangerous Building/Structural Section Office immediately upon receipt of this extension approval.

Final Action

After you have obtained a Certificate of Compliance, you may apply for a **Release of the Dangerous Building Administrative Order and other Hearing Documents** at the Inspections and Public Service Division, 7125 Ardmore Street, Houston, Texas. If you have questions about the release of order and other documents, you may contact **Matti Terrell or Wanda Paige** of the Inspections and Public Service Division at **832-394-0600.**

If you have questions about this approval, you may reach me at **832-394-8918** or Ms. Juandolyn McQueen, at **832-394-0674**.

Sincerely,

Reggie Harris
Deputy Assistant Director
Department of Neighborhood
T. 832-394-8918
F. 832-394-0642
[redacted]

House

CNTRL #: 0052010000005 - 4958

8

ORDER 1.25 10R

X

ORDER OF THE HEARING OFFICIAL
OF THE HOUSTON POLICE DEPARTMENT
OF THE CITY OF HOUSTON, TEXAS

20100122483
10/01/2010 RP1 $45.25

On **Thursday, September 30, 2010**, a hearing was held by the Hearing Official pursuant to Chapter 10 of the Code of Ordinances of the City of Houston, Texas, to determine whether the building(s), structure(s), or premise(s) described in this order has/have violations of one or more of the provisions of Chapter 10 of the Code of Ordinances of the City of Houston, Texas, and if so what action(s) must be taken to abate the condition(s) and/or resolve the violations of said Ordinances, and/or to determine whether the City of Houston, Texas will be entitled to recover expenses, fees, cost, and collect civil penalties as provided by law.

The building(s), structure(s), premise(s), condition(s) which was/were the subject of this hearing is/are located on the following described property: **Lot 5, in Block 418 of Baker's Subdivision, NSBB, an unrecorded subdivision in Harris County, Texas according to the generally recognized plat thereof.** D

And has/have the street address of **2006 DECATUR ST 77007 MAIN STRUCTURE, PROJECT # 200060**, in Houston, Texas.

The hearing was held at 7125 Ardmore, Houston, Texas. Larry Carroll presided as Hearing Official. The persons appearing at the hearing are listed on Exhibit A, which is attached hereto and incorporated herein.

All witnesses were sworn in and the Hearing Official heard the evidence presented by all parties.

The Hearing Official, having considered all of the evidence, hereby duly makes the findings and conclusions set out in Exhibit B, which is attached hereto and incorporated herein.

It is therefore ORDERED by the Hearing Official of the City of Houston, Texas, that:

Yes____	No ✓	This matter shall be dismissed.
Yes____	No ✓	This matter shall be reset for a hearing.
Yes ✓	No____	The owner of the property take the action set out in Exhibit C, which is attached hereto and incorporated herein.
Yes____	No ✓	A civil penalty is hereby assessed: in the amount of $_____ per day, for ____day(s) of violations, with a total of $_____.
Yes____	No ✓	This matter shall be continued until the _____ day of _____, 20_____, at which time the property owner shall show that the item(s) on page_____ of this order have been complied with.

SIGNED on this 30th of September, 2010.

Larry Carroll

Larry Carroll,
Hearing Official

THE STATE OF TEXAS, COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Hearing Official, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he / she executed the same for the purposes therein expressed. Given under my hand and seal of office this 30th day of September, 20 10

Notary Public in and for the State of TEXAS

XIOMARA M. BEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 8-10-13

RETURN TO:
HOUSTON POLICE DEPARTMENT
NEIGHBORHOOD PROTECTION CORPS
7125 ARDMORE
HOUSTON, TX 77054

CNTRL #: 0052010000005 - 4958

HEARING FOR: 2006 DECATUR ST 77007 – MAIN STRUCTURE

EXHIBIT A

The following persons appeared for the City in their official capacities:

A Chief of the Neighborhood Protection Corps, Houston Police Department, representatives from the Neighborhood Protection Corps, Houston Police Department, who inspected for code violations; a representative from the Fire Department; an Assistant City Attorney from the City Legal Department; and representatives from the Hearing Section, assisting the Hearing Official.

The following persons claiming an interest in the property appeared at this hearing:

Minerva Ruiz, owner (W)ee

In addition the following persons appeared in regard to the subject of this hearing:

N/A

UNOFFICIAL COPY

NOTE! Unless a judicial review petition is timely filed as provided in the Texas Local Government Code, this Order shall in all things be final and binding after thirty (30) days from the date of this Order.

I have received a copy of the Order on this date 9-30, 20 10

Minerva Ruiz
SIGNATURE

Minerva Ruiz
(PRINTED NAME)

RETURN TO:
HOUSTON POLICE DEPARTMENT
NEIGHBORHOOD PROTECTION CORPS
7125 ARDMORE
HOUSTON, TX 77054

CNTRL #: 0052010000005 - 4958

HEARING FOR: 2006 DECATUR ST 77007 – MAIN STRUCTURE

EXHIBIT B

Property Owners, Lien Holders, and Interested Parties are listed in Attachment A.

1. Yes ✓ No___ Notice was given pursuant to Chapter 10 of the Code of Ordinances, Houston, Texas.

2. NOTE! If one or more of the items in this Section (Section 3. inclusive of all parts and subparts) are marked yes, then the City of Houston, Texas shall be authorized to recover all expenses in connection with the enforcement of applicable Ordinances, including without limitation administrative expenses, attorneys fees and cost, the cost of abatement of any conditions that are in violation of Ordinances and any cost associated with the filing or releasing of Liens or Orders.

(a) The premises described in this Order which is/are the subject of this Hearing is/are:

Yes___ No ✓ A public nuisance within the terms of Section 10-451 of the Code or Ordinances.

Yes ✓ No___ Substandard within the terms of Section(s) 10-341, 10-343 and / or 10-344 of the Code or Ordinances.

Yes ✓ No___ In violation of the terms of Section 10-341(e) and / or contains one or more junked vehicle(s) as defined in Section 10-531 of the Code or Ordinances.

Yes___ No ✓ In violation of the terms of Section 10-542 and has visual blight as defined in Section 10-541 of the Code or Ordinances.

The building(s) on the property described in this Order which is/are the subject of this Hearing is/are:

3. 2006 DECATUR ST 77007 MAIN STRUCTURE– residential one story wood framed building on Concrete Blocks

Yes___ No ✓ The building is a public nuisance within the terms of Section 10-451 of the Code or Ordinances.

Yes ✓ No___ The building is dilapidated, substandard, or unfit for human habitation.

Yes ✓ No___ The building, structure or condition(s) constitutes a hazard to the health, safety or welfare of its occupants and/or the citizens.

Yes ✓ No___ The building, structure or condition(s) is a substandard building within the terms of Section 10-341 through 10-344 of the Code or Ordinances.

Yes ✓ No___ The building is a dangerous building within the terms of Section 10-361 of the Code of Ordinances.

UNOFFICIAL COPY

RETURN TO:
HOUSTON POLICE DEPARTMENT
NEIGHBORHOOD PROTECTION CORPS
7125 ARDMORE
HOUSTON, TX 77054

ATTACHMENT - A

HCAD: 0052010000005

Legal Description: Lot 5, in Block 418 of Baker's Subdivision, NSBB, an unrecorded subdivision in Harris County, Texas according to the generally recognized plat thereof.

Project	Violation Address(es)
200060	02006 DECATUR ST (77007) MAIN STRUCTURE
200062	02006 DECATUR ST (77007) DETACHED GARAGE

Owner(s), Lien Holder(s) and Interested Parties

Recipient	Mailing Address	City/State/Zip	
Owner			
Andrea Rodriguez Serena	725 17th. St	Houston TX , 77008	lee
Cynthia Serena aka Cynthia Kleinworth	2006 Decatur	Houston TX , 77007	lee
Conception Marie Serena aka Connie Ramirez	2006 Decatur	Houston TX , 77007	lee
Minerva Ann Serena Ruiz	2006 Decatur	Houston TX , 77007	lee
Jimmy Serena	2006 Decatur	Houston TX , 77007	lee
Jesse B. Serena	2006 Decatur	Houston TX , 77007	lee
Christina Serena	2006 Decatur	Houston TX , 77007	lee
Christina Serena	725 17th St.	Houston TX , 77008	
Jesse B. Serena	725 17th St.	Houston TX , 77008	
Cynthia Serena aka Cynthia Kleinworth	1803 Mill Creek Rd.	Houston TX , 77008	
Conception Marie Serena aka Connie Ramirez	1815 Branch Hollow Ln.	Grapevine TX , 76051	
Minerva Ann Serena Ruiz	9510 Rumbling Wood Ln.	Houston TX , 77086	
Jimmy Serena	411 West Rd., Apt. 707	Houston TX , 77038	
Andrea Rodriguez Serena	2006 Decatur	Houston TX , 77007	lee
Lien Holder			
Citibank (South Dakota) N.A. c/o Allen L. Adkins, Attorney at Law	P. O. Box 3340	Lubbock TX , 79452	
Interested Party			
Occupant(s)	2006 Decatur	Houston TX , 77007	

UNOFFICIAL COPY

SECURE EITHER REPAIR OR DEMOLISH

PAGE 1 of EXHIBIT C

FOR ADDRESS 2006 Decatur St. – Main Structure

WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

THE FOLLOWING ACTION SHALL BE TAKEN IN REGARD TO THIS BUILDING OR STRUCTURE:

1. The building or structure shall be posted as a dangerous building in accordance with the Code of Ordinances, Houston, Texas.

2. The owner must immediately ensure that the building or structure will not be entered or utilized by vagrants, children or other unauthorized persons until such time that the building or structure is repaired and occupied or demolished and a Certificate of Compliance issued showing compliance with all applicable Laws, Ordinances and Codes of the City of Houston. The owner may choose the method to ensure this (see item 3 for permit requirements) with the understanding that proof of unauthorized entry will be evidence of failure to comply with this Order under the Code of ordinances, Houston Texas, in which case the City of Houston may cause such building to be vacated, secured, repaired and/or demolished, pursuant to this Order.

3. The City of Houston Building Code requires a permit for buildings or structures to be repaired or demolished.

   The City of Houston Building Code provides for penalties and fines for violating provisions of the Building Code.

   The Electrical Code of the City of Houston requires electrical permits to install, remove, alter, repair, replace, or remodel any electrical system or equipment.

   The Electrical Code of the City of Houston requires an electrical contractor properly registered by the City of Houston to obtain permits and perform any electrical work.

   The Electrical Code of City of Houston provides for penalties and fines for violating provisions of the Electrical Code.

   The City of Houston Mechanical Code requires mechanical permits to install, alter, repair, replace, or remodel, any heating, ventilating, cooling, refrigeration system, incinerator, or other heat-producing appliances.

   The City of Houston Mechanical Code requires a mechanical contractor properly registered by the City of Houston to obtain permits and perform any mechanical work.

   The City of Houston Mechanical Code provides for penalties and fines for violating provisions of the Mechanical Code.

   The City of Houston Plumbing Code requires plumbing permits to install, remove, alter, repair or replace any plumbing, gas, drainage piping, fixtures, water heating equipment, or water treating equipment.

   The City of Houston Plumbing Code requires a plumbing contractor properly registered by the City of Houston to obtain permits and perform any plumbing work or plumbing disconnect.

   The City of Houston Plumbing Code requires a plumbing disconnect permit to be purchased and finalized before issuing a demolition permit.

   The City of Houston Plumbing Code provides for penalties and fines for violating provisions of the Plumbing Code.

   The Code of Ordinances, Houston, Texas, requires a permit to secure a vacant building or structure within the City Limits of Houston Texas.

RP 07-20-3359

Draft Exhibit

SECURE EITHER REPAIR OR DEMOLISH

PAGE 2 of EXHIBIT C
FOR ADDRESS 2006 Decatur St. – Main Structure
WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

The Code of Ordinances, Houston, Texas prohibits the occupancy of a dangerous building or structure and states that only inspectors of the City of Houston and persons authorized by the owner to correct the hazardous conditions may enter the building or structure.

The Code of Ordinances, Houston, Texas provides for penalties and fines for violating, disregarding or failing to comply with this Order.

Therefore it is ordered that:

The owner has until the 30th day following the date of this Order to apply for the appropriate **City of Houston permits** to repair or demolish (at the owners option) the building or structure.

The owner has until the 10th day following the date of this Order to abate and **remove** any trash and debris along with any other **vector conditions.**

The owner has until the 10th day following the date of this Order to obtain the appropriate City of Houston permits **to secure the building or structure in accordance with the Building Official's Specifications** adopted pursuant to the Code of Ordinances, which are filed in the Office of the City Secretary of Houston. The building or structure must remain so secured until such time that the building or structure is repaired and a Certificate of Compliance issued showing compliance with applicable Laws, Ordinances, and Codes of the City of Houston.

If the owner intends to **repair** the building or structure the owner has until the 60th day following the date of this Order **to remove or repair any conditions that are dangerous to the life, safety, morals, general health, and/or welfare of the people of this city.**

If the owner intends to **demolish** the building or structure the owner has until the 60th day following the date of this Order to have the **building or structure completely demolished.**

If the owner intends to demolish the building or structure the owner has until the 60th day following the date of this Order to have the **following items completed:**

(a) **All debris must be removed from the property.**

(b) **All holes or depressions in the ground must be filled to grade level.**

(c) **All lumber, pipes and all other building materials must be removed from the property or stored in such a manner that they are not a hazard to safety and do not create a condition where rats are likely to live or mosquitoes likely to breed.**

(d) **All pipes and conduits must be removed from above grade and must be removed or sealed below grade.**

(e) **All piers, pilings, steps and other appurtenances must be removed above grade.**

4. **A copy of this Order shall be delivered or mailed by certified mail, return receipt requested, to each owner, and (if applicable) to each mortgagee and each lienholder. A copy of this Order shall also be posted on the building, structure, or premises. Such mailings and posting will serve as notice to all interested parties of the requirements to comply with this Order. The owners will be given the time periods specified in items 2 and 3 of exhibit C to comply with this Order. If the owners fail to comply with any provisions of this Order, and any of the mortgagees/lienholders (if applicable) choose to comply with this Order then the mortgagees/lienholders shall be given the same number of days allowed to the owner for completion of the work. Such time periods to commence on the first date after the date that the owner fails to comply with this Order.**

UNOFFICIAL COPY

RP 027-20-3359

SECURE EITHER REPAIR OR DEMOLISH

PAGE 3 of EXHIBIT C
FOR ADDRESS 2006 Decatur St. – Main Structure
WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

NO FURTHER NOTICE NEED BE GIVEN to any interested parties other than mailing a copy of this Order by certified mail and posting a copy of the Order on the building, structure, or premises.

Upon the earliest date of any failure by the owner to timely comply with this Order, or upon the earliest date of any failure by the mortgagees/lienholders to comply with the Order (if applicable), the City of Houston shall be authorized to:

(a) Disconnect or remove the water, sewer, electricity, gas or any other utilities connected to the building or structure.

(b) Secure and/or completely demolish and remove said building or structure.

(c) Place a lien on such property for all administrative expenses and demolition costs incurred by reason of such securing and/or demolishing together with interest as provided by law.

5. It has been found that this building or structure is a dangerous and unsafe structure in accordance with the Code of Ordinances, Houston, Texas, the City of Houston Building Code, the Electrical Code of the City of Houston, the City of Houston Mechanical Code, and/or the City of Houston Plumbing Code.

Therefore at the discretion of the Building Official all Applications, Plans, Specifications and/or Permits which have been submitted, approved and/or issued to, for or by the City of Houston may be invalid in accordance with the City of Houston Building Code, the Electrical Code of the City of Houston, the City of Houston Mechanical Code, and/or the City of Houston Plumbing Code, and therefore may be revoked and considered VOID.

In all cases any and all permits will be revoked and considered VOID upon the earliest date of any failure by the owner to timely comply with this Order, or upon the earliest date of any failure by the mortgagees/lienholders to comply with the Order (if applicable) in accordance with the City of Houston Building Code, the Electrical Code of the City of Houston, the City of Houston Mechanical Code, and/or the City of Houston Plumbing Code.

NOTE!

A COPY OF THIS ORDER should be presented when applying for all permits to ensure valid permits.

NO FEES WILL BE REFUNDED for any permits, which are revoked, canceled, suspended or declared void due to this Order.

A COPY OF THIS ORDER WILL BE FILED AT THE COUNTY OF RECORD and will remain on file until a Certificate of Compliance is issued by the City of Houston showing that the property is in compliance with all applicable Laws, Ordinances and Codes of the City of Houston and evidence is presented that all liens, fees and charges that are due the City of Houston have been paid.

After bringing the property into compliance and paying all money due, the owner, lienholder, or their representative may present a copy of the Certificate of Compliance to the appropriate City of Houston representative of the and request that a document be prepared suitable for filing at the County of record showing that the property is in compliance at the time of issue. It will be responsibility of the owner, lienholder, or their representative to properly file said document at the County of record.

SECURE EITHER REPAIR OR DEMOLISH

PAGE 4 of EXHIBIT C

FOR ADDRESS 2006 Decatur St. – Main Structure

WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

FAILURE TO COMPLY with any time lines and/or conditions and/or provisions of this Order and failure to maintain the structure(s) and/or premises so that they are in compliance with the Laws, Ordinances, and/or Codes of the City of Houston may result in additional Hearings at which Civil Penalties may be added for each day of violation. It may also result in citations being issued that will be handled in Municipal Courts where fines may be assessed for each day of violation. Note that this Order will be considered notice of the requirement to comply with City Ordinances listed herein as well as notice of violation of said Ordinances.

RP 074-02-3262

UNOFFICIAL COPY

FILED
2010 OCT -1 AM 11:20
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT - 1 2010

COUNTY CLERK
HARRIS COUNTY, TEXAS

Form RD1333 Nov 2007

8 Garage

CNTRL #: 0052010000005 - 4958

ORDER 1.25 X 10R

ORDER OF THE HEARING OFFICIAL
OF THE HOUSTON POLICE DEPARTMENT
OF THE CITY OF HOUSTON, TEXAS

20100422483
10/01/2010 RP1 $45.25

On **Thursday, September 30, 2010**, a hearing was held by the Hearing Official pursuant to Chapter 10 of the Code of Ordinances of the City of Houston, Texas, to determine whether the building(s), structure(s), or premise(s) described in this order has/have violations of one or more of the provisions of Chapter 10 of the Code of Ordinances of the City of Houston, Texas, and if so what action(s) must be taken to abate the condition(s) and/or resolve the violations of said Ordinances, and/or to determine whether the City of Houston, Texas will be entitled to recover expenses, fees, cost, and collect civil penalties as provided by law.

The building(s), structure(s), premise(s), condition(s) which was/were the subject of this hearing is/are located on the following described property: **Lot 5, in Block 418 of Baker's Subdivision, NSBB, an unrecorded subdivision in Harris County, Texas according to the generally recognized plat thereof.** D

And has/have the street address of **2006 DECATUR ST 77007 DETACHED GARAGE, PROJECT # 200062,** in Houston, Texas.

The hearing was held at 7125 Ardmore, Houston, Texas. Larry Carroll presided as Hearing Official. The persons appearing at the hearing are listed on Exhibit A, which is attached hereto and incorporated herein.

All witnesses were sworn in and the Hearing Official heard the evidence presented by all parties.

The Hearing Official, having considered all of the evidence, hereby duly makes the findings and conclusions set out in Exhibit B, which is attached hereto and incorporated herein.

It is therefore ORDERED by the Hearing Official of the City of Houston, Texas, that:

Yes___	No ✓	This matter shall be dismissed.
Yes___	No ✓	This matter shall be reset for a hearing.
Yes ✓	No___	The owner of the property take the action set out in Exhibit C, which is attached hereto and incorporated herein.
Yes___	No ✓	A civil penalty is hereby assessed: in the amount of $_____ per day, for ____day(s) of violations, with a total of $_____.
Yes___	No ✓	This matter shall be continued until the _____ day of _____, 20_____, at which time the property owner shall show that the item(s) on page_____ of this order have been complied with.

SIGNED on this 30th of September, 2010.

Larry Carroll

Larry Carroll,
Hearing Official

THE STATE OF TEXAS, COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Hearing Official, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he / she executed the same for the purposes therein expressed. Given under my hand and seal of office this 30th day of September, 2010.

Notary Public in and for the State of TEXAS

XIOMARA M. BEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 8-10-13

RETURN TO:
HOUSTON POLICE DEPARTMENT
NEIGHBORHOOD PROTECTION CORPS
7125 ARDMORE
HOUSTON, TX 77054

UNOFFICIAL COPY

CNTRL #: 0052010000005 - 4958

HEARING FOR: 2006 DECATUR ST 77007 – DETACHED GARAGE

EXHIBIT A

The following persons appeared for the City in their official capacities:

A Chief of the Neighborhood Protection Corps, Houston Police Department, representatives from the Neighborhood Protection Corps, Houston Police Department, who inspected for code violations; a representative from the Fire Department; an Assistant City Attorney from the City Legal Department; and representatives from the Hearing Section, assisting the Hearing Official.

The following persons claiming an interest in the property appeared at this hearing:

Minerva Ruiz, Owner (11) 1a

In addition the following persons appeared in regard to the subject of this hearing:

N/A

UNOFFICIAL COPY

NOTE!Unless a judicial review petition is timely filed as provided in the Texas Local Government Code, this Order shall in all things be final and binding after thirty (30) days from the date of this Order.

I have received a copy of the Order on this date 9-30, 2010

Minerva Ruiz
SIGNATURE

Minerva Ruiz
(PRINTED NAME)

RETURN TO:
HOUSTON POLICE DEPARTMENT
NEIGHBORHOOD PROTECTION CORPS
7125 ARDMORE
HOUSTON, TX 77054

CNTRL #: 0052010000005 - 4958

HEARING FOR: 2006 DECATUR ST 77007 – DETACHED GARAGE

EXHIBIT B

Property Owners, Lien Holders, and Interested Parties are listed in Attachment A.

1. Yes ✓ No___ Notice was given pursuant to Chapter 10 of the Code of Ordinances, Houston, Texas.

2. NOTE! If one or more of the items in this Section (Section 3. inclusive of all parts and subparts) are marked yes, then the City of Houston, Texas shall be authorized to recover all expenses in connection with the enforcement of applicable Ordinances, including without limitation administrative expenses, attorneys fees and cost, the cost of abatement of any conditions that are in violation of Ordinances and any cost associated with the filing or releasing of Liens or Orders.

(a) The premises described in this Order which is/are the subject of this Hearing is/are:

Yes___ No ✓ A public nuisance within the terms of Section 10-451 of the Code or Ordinances.

Yes ✓ No___ Substandard within the terms of Section(s) 10-341, 10-343 and / or 10-344 of the Code or Ordinances.

Yes___ No ✓ In violation of the terms of Section 10-341(e) and / or contains one or more junked vehicle(s) as defined in Section 10-531 of the Code or Ordinances.

Yes___ No ✓ In violation of the terms of Section 10-542 and has visual blight as defined in Section 10-541 of the Code or Ordinances.

The building(s) on the property described in this Order which is/are the subject of this Hearing is/are:

3. 2006 DECATUR ST 77007 DETACHED GARAGE– residential one story wood framed building on Concrete Slab

Yes___ No ✓ The building is a public nuisance within the terms of Section 10-451 of the Code or Ordinances.

Yes ✓ No___ The building is dilapidated, substandard, or unfit for human habitation.

Yes ✓ No___ The building, structure or condition(s) constitutes a hazard to the health, safety or welfare of its occupants and/or the citizens.

Yes ✓ No___ The building, structure or condition(s) is a substandard building within the terms of Section 10-341 through 10-344 of the Code or Ordinances.

Yes ✓ No___ The building is a dangerous building within the terms of Section 10-361 of the Code of Ordinances.

UNOFFICIAL COPY

RETURN TO:
HOUSTON POLICE DEPARTMENT
NEIGHBORHOOD PROTECTION CORPS
7125 ARDMORE
HOUSTON, TX 77054

ATTACHMENT - A

HCAD: 0052010000005

Legal Description: Lot 5, in Block 418 of Baker's Subdivision, NSBB, an unrecorded subdivision in Harris County, Texas according to the generally recognized plat thereof.

Project	Violation Address(es)
200060	02006 DECATUR ST (77007) MAIN STRUCTURE
200062	02006 DECATUR ST (77007) DETACHED GARAGE

Owner(s), Lien Holder(s) and Interested Parties

Recipient	Mailing Address	City/State/Zip	
Owner			
Andrea Rodriguez Serena	725 17th. St	Houston TX , 77008	lee
Cynthia Serena aka Cynthia Kleinworth	2006 Decatur	Houston TX , 77007	lee
Conception Marie Serena aka Connie Ramirez	2006 Decatur	Houston TX , 77007	lee
Minerva Ann Serena Ruiz	2006 Decatur	Houston TX , 77007	lee
Jimmy Serena	2006 Decatur	Houston TX , 77007	lee
Jesse B. Serena	2006 Decatur	Houston TX , 77007	lee
Christina Serena	2006 Decatur	Houston TX , 77007	lee
Christina Serena	725 17th St.	Houston TX , 77008	
Jesse B. Serena	725 17th St.	Houston TX , 77008	
Cynthia Serena aka Cynthia Kleinworth	1803 Mill Creek Rd.	Houston TX , 77008	
Conception Marie Serena aka Connie Ramirez	1815 Branch Hollow Ln.	Grapevine TX , 76051	
Minerva Ann Serena Ruiz	9510 Rumbling Wood Ln.	Houston TX , 77086	
Jimmy Serena	411 West Rd., Apt. 707	Houston TX , 77038	
Andrea Rodriguez Serena	2006 Decatur	Houston TX , 77007	lee
Lien Holder			
Citibank (South Dakota) N.A. c/o Allen L. Adkins, Attorney at Law	P. O. Box 3340	Lubbock TX , 79452	
Interested Party			
Occupant(s)	2006 Decatur	Houston TX , 77007	

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SECURE EITHER REPAIR OR DEMOLISH

PAGE 1 of EXHIBIT C

FOR ADDRESS 2006 Decatur St. – Detached Garage

WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

THE FOLLOWING ACTION SHALL BE TAKEN IN REGARD TO THIS BUILDING OR STRUCTURE:

1. The building or structure shall be posted as a dangerous building in accordance with the Code of Ordinances, Houston, Texas.

2. The owner must immediately ensure that the building or structure will not be entered or utilized by vagrants, children or other unauthorized persons until such time that the building or structure is repaired and occupied or demolished and a Certificate of Compliance issued showing compliance with all applicable Laws, Ordinances and Codes of the City of Houston. The owner may choose the method to ensure this (see item 3 for permit requirements) with the understanding that proof of unauthorized entry will be evidence of failure to comply with this Order under the Code of ordinances, Houston Texas, in which case the City of Houston may cause such building to be vacated, secured, repaired and/or demolished, pursuant to this Order.

3. The City of Houston Building Code requires a permit for buildings or structures to be repaired or demolished.

   The City of Houston Building Code provides for penalties and fines for violating provisions of the Building Code.

   The Electrical Code of the City of Houston requires electrical permits to install, remove, alter, repair, replace, or remodel any electrical system or equipment.

   The Electrical Code of the City of Houston requires an electrical contractor properly registered by the City of Houston to obtain permits and perform any electrical work.

   The Electrical Code of City of Houston provides for penalties and fines for violating provisions of the Electrical Code.

   The City of Houston Mechanical Code requires mechanical permits to install, alter, repair, replace, or remodel, any heating, ventilating, cooling, refrigeration system, incinerator, or other heat-producing appliances.

   The City of Houston Mechanical Code requires a mechanical contractor properly registered by the City of Houston to obtain permits and perform any mechanical work.

   The City of Houston Mechanical Code provides for penalties and fines for violating provisions of the Mechanical Code.

   The City of Houston Plumbing Code requires plumbing permits to install, remove, alter, repair or replace any plumbing, gas, drainage piping, fixtures, water heating equipment, or water treating equipment.

   The City of Houston Plumbing Code requires a plumbing contractor properly registered by the City of Houston to obtain permits and perform any plumbing work or plumbing disconnect.

   The City of Houston Plumbing Code requires a plumbing disconnect permit to be purchased and finalized before issuing a demolition permit.

   The City of Houston Plumbing Code provides for penalties and fines for violating provisions of the Plumbing Code.

   The Code of Ordinances, Houston, Texas, requires a permit to secure a vacant building or structure within the City Limits of Houston Texas.

RP 074-20-3351

SECURE EITHER REPAIR OR DEMOLISH

PAGE 2 of EXHIBIT C

FOR ADDRESS 2006 Decatur St. – Detached Garage

WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

The Code of Ordinances, Houston, Texas prohibits the occupancy of a dangerous building or structure and states that only inspectors of the City of Houston and persons authorized by the owner to correct the hazardous conditions may enter the building or structure.

The Code of Ordinances, Houston, Texas provides for penalties and fines for violating, disregarding or failing to comply with this Order.

Therefore it is ordered that:

The owner has until the 30th day following the date of this Order to apply for the appropriate **City of Houston permits** to repair or demolish (at the owners option) the building or structure.

The owner has until the 10th day following the date of this Order to abate and **remove** any trash and debris along with any other **vector conditions.**

The owner has until the 10th day following the date of this Order to obtain the appropriate City of Houston permits **to secure the building or structure in accordance with the Building Official's Specifications** adopted pursuant to the Code of Ordinances, which are filed in the Office of the City Secretary of Houston. The building or structure must remain so secured until such time that the building or structure is repaired and a Certificate of Compliance issued showing compliance with applicable Laws, Ordinances, and Codes of the City of Houston.

If the owner intends to **repair** the building or structure the owner has until the 60th day following the date of this Order **to remove or repair any conditions that are dangerous to the life, safety, morals, general health, and/or welfare of the people of this city.**

If the owner intends to **demolish** the building or structure the owner has until the 60th day following the date of this Order to have the **building or structure completely demolished.**

If the owner intends to demolish the building or structure the owner has until the 60th day following the date of this Order to have the **following items completed:**

(a) **All debris must be removed from the property.**

(b) **All holes or depressions in the ground must be filled to grade level.**

(c) **All lumber, pipes and all other building materials must be removed from the property or stored in such a manner that they are not a hazard to safety and do not create a condition where rats are likely to live or mosquitoes likely to breed.**

(d) **All pipes and conduits must be removed from above grade and must be removed or sealed below grade.**

(e) **All piers, pilings, steps and other appurtenances must be removed above grade.**

4. **A copy of this Order shall be delivered or mailed by certified mail, return receipt requested, to each owner, and (if applicable) to each mortgagee and each lienholder. A copy of this Order shall also be posted on the building, structure, or premises. Such mailings and posting will serve as notice to all interested parties of the requirements to comply with this Order. The owners will be given the time periods specified in items 2 and 3 of exhibit C to comply with this Order. If the owners fail to comply with any provisions of this Order, and any of the mortgagees/lienholders (if applicable) choose to comply with this Order then the mortgagees/lienholders shall be given the same number of days allowed to the owner for completion of the work. Such time periods to commence on the first date after the date that the owner fails to comply with this Order.**

Not the official copy

SECURE EITHER REPAIR OR DEMOLISH

PAGE 3 of EXHIBIT C
FOR ADDRESS 2006 Decatur St. – Detached Garage
WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

NO FURTHER NOTICE NEED BE GIVEN to any interested parties other than mailing a copy of this Order by certified mail and posting a copy of the Order on the building, structure, or premises.

Upon the earliest date of any failure by the owner to timely comply with this Order, or upon the earliest date of any failure by the mortgagees/lienholders to comply with the Order (if applicable), the City of Houston shall be authorized to:

(a) Disconnect or remove the water, sewer, electricity, gas or any other utilities connected to the building or structure.

(b) Secure and/or completely demolish and remove said building or structure.

(c) Place a lien on such property for all administrative expenses and demolition costs incurred by reason of such securing and/or demolishing together with interest as provided by law.

5. It has been found that this building or structure is a dangerous and unsafe structure in accordance with the Code of Ordinances, Houston, Texas, the City of Houston Building Code, the Electrical Code of the City of Houston, the City of Houston Mechanical Code, and/or the City of Houston Plumbing Code.

Therefore at the discretion of the Building Official all Applications, Plans, Specifications and/or Permits which have been submitted, approved and/or issued to, for or by the City of Houston may be invalid in accordance with the City of Houston Building Code, the Electrical Code of the City of Houston, the City of Houston Mechanical Code, and/or the City of Houston Plumbing Code, and therefore may be revoked and considered VOID.

In all cases any and all permits will be revoked and considered VOID upon the earliest date of any failure by the owner to timely comply with this Order, or upon the earliest date of any failure by the mortgagees/lienholders to comply with the Order (if applicable) in accordance with the City of Houston Building Code, the Electrical Code of the City of Houston, the City of Houston Mechanical Code, and/or the City of Houston Plumbing Code.

NOTE!

A COPY OF THIS ORDER should be presented when applying for all permits to ensure valid permits.

NO FEES WILL BE REFUNDED for any permits, which are revoked, canceled, suspended or declared void due to this Order.

A COPY OF THIS ORDER WILL BE FILED AT THE COUNTY OF RECORD and will remain on file until a Certificate of Compliance is issued by the City of Houston showing that the property is in compliance with all applicable Laws, Ordinances and Codes of the City of Houston and evidence is presented that all liens, fees and charges that are due the City of Houston have been paid.

After bringing the property into compliance and paying all money due, the owner, lienholder, or their representative may present a copy of the Certificate of Compliance to the appropriate City of Houston representative of the and request that a document be prepared suitable for filing at the County of record showing that the property is in compliance at the time of issue. It will be responsibility of the owner, lienholder, or their representative to properly file said document at the County of record.

SECURE EITHER REPAIR OR DEMOLISH

PAGE 4 of EXHIBIT C

FOR ADDRESS 2006 Decatur St. – Detached Garage

WHICH IS DESCRIBED UNDER ITEM 3 OF EXHIBIT B.

FAILURE TO COMPLY with any time lines and/or conditions and/or provisions of this Order and failure to maintain the structure(s) and/or premises so that they are in compliance with the Laws, Ordinances, and/or Codes of the City of Houston may result in additional Hearings at which Civil Penalties may be added for each day of violation. It may also result in citations being issued that will be handled in Municipal Courts where fines may be assessed for each day of violation. Note that this Order will be considered notice of the requirement to comply with City Ordinances listed herein as well as notice of violation of said Ordinances.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED
2010 OCT -1 AM 11:20
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT - 1 2010

COUNTY CLERK
HARRIS COUNTY, TEXAS

901 Harvard St. Houston, TX 77008
713-532-1100

September 28, 2015

Ms. Chune Zhang

Re: 2006 Decatur

Dear Ms. Zhang

I have completed estimates for both rehabilitating the existing home at the above referenced address and constructing a new 2700 sq.ft. home. After inspecting the home three times; once with Pete Stockton and Matt Kriegl, once with Dominic Yap of FW Heritage, Chuck Stava and Ryan Boehner of the Old Sixth Ward Neighborhood Association, and a third time by myself, I am very skeptical that the building can be restored due to the advanced deterioration of its current state. The siding has not experienced extensive rot, but it is severely warped and cupped making it difficult to repair. Some windows are missing entirely while others are severely damaged. Termite damage is extensive. Any restoration would require moving the house enough to gain access to the west wall which now sits 1.6' from the west property line and a neighbor's house that is 3' on the other side of that property line. I'm not confident the structure will endure such movement.

Nonetheless, I have prepared a restoration estimated based on demolishing the eastern half which appears to be a later addition and in much worse shape structurally. Moving the remaining half of the house approximately 2' east and placing it on new piers. Then reconstruct the eastern half and restore the remaining original house. The home will have to be completely rewired and re-plumbed. The electrical service and sewer connects have been removed and will need to be restored as will a new water and gas meters. The scope of work far exceeds a conventional remodel. A conventional remodel of a home this size would run between $250-$300 / sq.ft. With the structural repairs needed, rewiring, re-plumbing, utility connections, etc. the cost is approximately $365 / sq.ft..

I have provided a detailed estimate in the amount of $393,862.00 to complete this work. Additionally I have prepared and provided a detailed estimate to demolish the existing home and construct a new 2700 sq.ft. home; the amount of that estimate is $458,286.00.

Please let me know if you have any questions.

Sincerely,
Premier Remodeling & Construction, L.P.

Rob D. Hellyer, CGR, GMB, CAPS President

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
Preparation				
Plans & Specs	1	lot	6,250.00	
Bldg. Permits	1	lot	5,000.00	
Soil testing	1	lot	625.00	
Waste Water Fee				
Engineering	1		2,500.00	
Temporary Toilet	6	Mo	900.00	
Demo & Tearout	1	lot	6,000.00	
Form & elevation surveys	1	ea	1,200.00	
Tree & Landscape removal	1	lot	2,250.00	
Concrete cutting		lot		
Concrete removal	1	lot	1,500.00	
Shoring & bracing		lot		
Excavation & Fill	1	lot	1,500.00	
		lot		
Subtotal Preparation			27,725.00	
Foundation				
Footings		lot		
Pumping		lot		
Piers	22	ea	22,000.00	
Walkways & driveways	1	lot	5,000.00	
Other		s.f.		
Subtotal Concrete			27,000.00	
Carpentry				
Framing & decking-Labor	26	days	26,000.00	
Framing & decking-Mat'l.	1	lot	56,250.00	
Siding, Shthng, & cornice-Labor	10	days	10,000.00	
Siding, Shthng, & cornice-Mat'l.	1	lot	9,375.00	Material allowance only
Exterior doors & windows-labor	2	days	2,000.00	
Exterior doors & windows-Mat'l.	13	ea	9,750.00	Repair or replace
Stairs				
Other				
Subtotal Carpentry			113,375.00	
Roofing				
Roof labor & materials	24.3	sq	9,112.50	
Attic vents				
Skylights				
Ridge vents				
Roof Jacks				
Flashing				
Other				
Subtotal Roofing			9,112.50	

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
Masonry				
Brick pier caps	20	ea	3,125.00	
Glass Block				
Stone				
Stucco				
Chimney		lot		
Brick Patch				
Other				
Subtotal Masonry			3,125.00	
Electrical				
Permits		Ea.		
Service & Panel	1	Ea.	3,125.00	
Electrical labor	1	lot	15,000.00	
Subtotal Electrical			18,125.00	
Plumbing				
Permits		ea		
Commode		ea		
Bathtub & Faucet				
Shower & Faucet				
Kitchen sink & faucet		ea		
Lavatory & faucet		ea		
Bar sink & faucet		ea		
Hose bibbs		ea		
Washer hook-ups		ea		
Water Heater		ea		
Garbage disposal		ea		
Supply & drain lines		ea		
Replace all sewer piping		lot		
Shower pan				
Sewer tap	1	ea	1,750.00	
Gas meter	1	ea	812.50	
Water meter	1	ea	1,687.50	
Plumbing labor	1	lot	22,500.00	
Subtotal Plumbing			26,750.00	

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
A/C & Heating				
Permits				
New Air Conditioner & Furnace	2	units	18,750.00	4 tons 16 SEER each
Duct test	1	ea	500.00	
Ductwork & outlets		lot		included above
Thermostat				
Relocate unit				
Other				
Subtotal HVAC			19,250.00	
Insulation				
Walls	2160	s.f.	3,240.00	R-13 +.01/ft wall height
Attic	1500	s.f.	2,250.00	R-30 +.01/ft wall height
Crawlspace	1500	lot	2,812.50	
Subtotal Insulation			8,302.50	
Drywall				
Sheetrock	9480	s.f.	13,035.00	
Texture				
Other		lot		
Subtotal Drywall			13,035.00	
Interior Finish				
Panel,Trim & doors-labor	8	days	6,000.00	
Panel,Trim & doors-material	1	lot	5,000.00	
Closet shelving	1	lot	1,875.00	
Stair railings				
Kitchen cabinets	1	Lot	22,500.00	
Bathroom cabinets	1	Lot	2,500.00	
Countertops	1	Lot	7,500.00	solid surface
Backsplash	1	lot	1,500.00	
Marble				
Shower tile	1	ea	3,750.00	
Tub surround	1	ea	2,500.00	
Other				
Subtotal Interior Finish			53,125.00	
Painting				
Paint Exterior	1	lot	15,000.00	
Paint Interior	1	lot	17,500.00	
Wallpaper				
Other				
Subtotal Painting			32,500.00	
General				
Cleaning	1	lot	3,125.00	periodic and final
Trash removal	1	lot	3,750.00	
Supervision	1	lot	24,187.50	onsite
Insurances	1	lot	1,500.00	All Risk
Other				
Subtotal General			32,562.50	

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
Allowances				
Carpet (installed)	0	S.Y.		
Refinish existing wood floors		S.F.		
Tile floor	600	lot	9,000.00	
New wood floors	2100	S.F.	21,000.00	
Light fixtures	1	lot	2,750.00	
Plumbing fixtures	1	lot	6,250.00	
Ceiling Fans	6	ea	1,500.00	
Stove	1		1,875.00	
Oven				
Dishwasher	1		875.00	
Vent Hood	1		750.00	
Refrigerator	1		4,500.00	
Trash compactor				
Washer	1		625.00	
Dryer	1		625.00	
Hardware	1	lot	3,750.00	
Other				
Subtotal Allowances			53,500.00	
Miscellaneous				
Garage door	2	Ea.	875.00	
Garage door opener	2	Ea.	625.00	
Exterior locksets	2	Ea.	250.00	
Door closers				
Weatherstripping	3	Ea.	562.50	
Mirrors	4		750.00	
Shower Doors	1	Ea.	2,250.00	
Gutters & downspouts	1	lot	1,000.00	
Fencing	210	lf	2,625.00	
Grading & drainage	1	lot	1,250.00	
Storm doors & windows				
Install appliances	1	lot	625.00	
Hardware installation	1	lot	1,000.00	
Other				
Subtotal Miscellaneous			11,812.50	
Subtotal			449,300.00	
Contingency			8,986.00	
Grand Total			458,286.00	$169.74/sq.ft.

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
Preparation				
Plans & Specs	1	lot	6,000.00	
Bldg. Permits	1	lot	2,250.00	
Driveway Permit				
Waste Water Fee				
Engineering	1		1,200.00	
Temporary Toilet	5	Mo	900.00	
Demo & Tearout	1	lot	6,000.00	Remove east half
Floor removal				
Tree & Landscape removal	1	lot	2,250.00	
Concrete cutting		lot		
Concrete removal	1	lot	1,800.00	
Shoring & bracing	1	lot	3,750.00	
Excavation & Fill	1	lot	1,200.00	
Move structure on same lot	1	lot	9,000.00	
Subtotal Preparation			34,350.00	
Foundation				
Repair Termite damage	1	lot	5,250.00	
Footings	1	lot	12,000.00	
Pumping		lot		
Piers				
Walkways & driveways	1	lot	3,300.00	
Other		s.f.		
Subtotal Concrete			20,550.00	
Carpentry				
Framing & decking-Labor	20	days	24,000.00	
Framing & decking-Mat'l.	1	lot	18,000.00	
Siding, Shthng, & cornice-Labor	10	days	12,000.00	
Siding, Shthng, & cornice-Mat'l.	1	lot	12,300.00	Material allowance only
Exterior doors & windows-labor	2	days	2,400.00	
Exterior doors & windows-Mat'l.	13	ea	11,700.00	
Stairs				
Other				
Subtotal Carpentry			80,400.00	
Roofing				
Roof labor & materials	18.72	sq	8,424.00	
Attic vents				
Skylights				
Ridge vents				
Roof Jacks				
Flashing				
Other				
Subtotal Roofing			8,424.00	

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
Masonry				
Reset brick piers	1	lot	1,875.00	
Glass Block				
Stone				
Stucco				
Chimney	1	lot	900.00	Demolish existing
Brick Patch				
Other				
Subtotal Masonry			2,775.00	
Electrical				
Permits		Ea.		included above
Service Panel	1	Ea.	3,750.00	
Complete rewire of house	1	lot	11,250.00	
Subtotal Electrical			15,000.00	
Plumbing				
Permits		ea		included above
Commode		ea		
Bathtub & Faucet				
Shower & Faucet				
Kitchen sink & faucet	1	ea	487.50	
Lavatory & faucet	1	ea	412.50	
Bar sink & faucet		ea		
Hose bibbs	2	ea	525.00	
Washer hook-ups	1	ea	675.00	
Water Heater	1	ea	1,125.00	
Garbage disposal	1	ea	150.00	
Supply & drain lines	5	ea	7,125.00	
Replace all sewer piping	1	lot	6,000.00	
Shower pan				
Break Concrete				
Gas piping	1	lot	1,350.00	
Water main	1	ea	1,125.00	
Other		lot		
Subtotal Plumbing			18,975.00	

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
A/C & Heating				
Permits				
New Air Conditioner & Furnace	3	ton	7,650.00	
Window Unit				
Ductwork & outlets	1	lot	3,750.00	
Thermostat				
Relocate unit				
Other				
Subtotal HVAC			11,400.00	
Insulation				
Walls	1080	s.f.	1,620.00	R-13 +.01/ft wall height
Attic	1040	s.f.	1,560.00	R-30 +.01/ft wall height
Crawlspace	1040	lot	1,872.00	
Subtotal Insulation			5,052.00	
Drywall				
Sheetrock	8240	s.f.	15,450.00	
Texture				
Other		lot		
Subtotal Drywall			15,450.00	
Interior Finish				
Panel,Trim & doors-labor	4	days	3,600.00	
Panel,Trim & doors-material	1	lot	3,450.00	
Closet shelving	1	lot	1,200.00	
Stair railings				
Kitchen cabinets	1	Lot	22,500.00	
Bathroom cabinet	1	Lot	750.00	
Countertops	1	Lot	6,000.00	solid surface
Backsplash	1	lot	1,200.00	
Marble				
Tub Deck & Skirt				
Tub surround	1	ea	3,000.00	
Other				
Subtotal Interior Finish			41,700.00	
Painting				
Paint Exterior	1	lot	12,000.00	
Paint Interior	1	lot	9,000.00	
Lead paint procedure	1		4,500.00	
Wallpaper				
Other				
Subtotal Painting			25,500.00	
General				
Cleaning	1	lot	3,750.00	periodic and final
Trash removal	1	lot	4,500.00	
Punch Out	1	lot	900.00	
Supervision	1	lot	29,025.00	onsite
Insurances	1	lot	1,050.00	All Risk
Other				
Subtotal General			39,225.00	

Customer Name: Chune Zhang

	Quantity	Unit	Total	Comments
Allowances				
Carpet (installed)	0	S.Y.		
Refinish existing wood floors	520	S.F.	2,340.00	
Tile floor	1	lot	1,200.00	bathroom
New wood floors	520	S.F.	6,240.00	
Light fixtures	1	lot	2,250.00	
Plumbing fixtures	1	lot	5,400.00	
Ceiling Fans	5	ea	1,500.00	
Stove	1		2,250.00	
Oven				
Dishwasher	1		1,050.00	
Vent Hood	1		900.00	
Refrigerator	1		4,500.00	
Trash compactor				
Washer	1		750.00	
Dryer	1		750.00	
Hardware	1	lot	1,800.00	
Other				
Subtotal Allowances			30,930.00	
Miscellaneous				
Garage door				
Garage door opener		Ea.		
Exterior locksets	2	Ea.	300.00	
Door closers				
Weatherstripping	2	Ea.	450.00	
Mirrors	1		225.00	
Shower Doors				
Gutters & downspouts	1	lot	1,200.00	
Fencing	210	lf	3,150.00	
Grading	1	lot	1,500.00	
Storm doors & windows				
Install appliances	1	lot	600.00	
Hardware installation	1	lot	900.00	
Other				
Subtotal Miscellaneous			8,325.00	
Subtotal			358,056.00	
Contingency	10%		35,805.60	
Grand Total			393,861.60	

2006 Decatur—Comparison of rehabilitation versus demolition and new construction

The table below illustrates the comparison of costs to rehabilitate vs. demo and construct new. The estimated costs used in this analysis are as submitted in the detailed estimates provided for each. The after construction value(ACV) is based on the average $/sq.ft. of the comps used in the Certified Appraisal report. This value is multiplied by the square footage of both the rehabilitated home and the new construction to determine the ACV.

It is important to note that the rehabilitation results in a deficit investment of $233,422.00 while a new construction results in a positive investment of $257,814.00; a delta of $491,236.00.

Also, note that the cost to reconstruct new the exact same home as exists now, using the same $/sq.ft. as the new construction, would cost $183,314.00 versus $393,862.00 to rehabilitate.

Rehabilitation vs. Construction analysis

		Rehabilitation	$/sq.ft.		New Construction	$/sq.ft.
Square footage	$	1,080.00		$	2,700.00	
Purchase price	$	180,000.00		$	180,000.00	
Other owner expenses	$	30,000.00		$	30,000.00	
Cost to date	$	210,000.00		$	210,000.00	
Estimated construction costs	$	393,862.00	$364.69	$	458,286.00	$169.74
Total all-in costs	$	603,862.00	$559.13	$	668,286.00	$247.51
After-construction-value(per certified appraisal average of comps)	$	370,440.00	$343.00	$	926,100.00	$343.00
Net Gain/(loss)	$	(233,422.00)		$	257,814.00	
Cost to rebuild the existing home new	$	183,314.40				

2006 Decatur

Property for sale or rent:

The previous owners had the property for sale by owner from the time they were denied a COA for demolition in 2011 until Ms. Zhang purchased in November, 2014 and had no offers. Ms. Zhang purchased the property with the intent of building a new home in which she and her son would reside.

When a potential purchaser (Mr. Dominic Yap of FW Heritage) surfaced during the preparation of the application for demolition, Ms. Zhang was willing to entertain selling the property to him and anyone else interested in purchasing the property from. Mr. Hellyer met with Mr. Yap to allow access to inspect the house after which Mr. Yap declined to make an offer upon determination that the purchase and restoration was "not commercially viable" for him to do so.

Owner's consideration of uses and adaptive reuses of the property

Due to the fact that the City of Houston has declared the home and garage to be dangerous buildings and issued a "repair or demolish" order for both, there are no other adaptive reuses available. It isn't even safe to use them for storage. ANY use of these buildings would require complete restoration, for which an estimate is included, bringing all buildings up to code.

Plans to reuse, recycle or salvage list of building materials

The owner is interested in salvaging any and all materials that may be able to be saved, including considerations to use some of the materials in a new construction. Siding, wood flooring and windows will be made available to any salvage company interested in them. Some of the wood flooring may be reused in the new construction.

Tax Year: 2015

Print

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0052010000005

Owner and Property Information			
Owner Name & Mailing Address:	**ZHANG CHUNE** **PO BOX 130290** **HOUSTON TX 77219-0290**	Legal Description: Property Address:	**LT 5 BLK 418** **BAKER W R NSBB** **2006 DECATUR ST** **HOUSTON TX 77007**

Historical Designation
This property is located in a City of Houston Historic District or is a designated Historic Landmark. Please email historicpreservation@houstontx.gov or call 832-393-6556 for more information.

State Class Code				Land Use Code		
A1 -- Real, Residential, Single-Family				1001 -- Residential Improved		
Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
5,000 SF	930 SF	8311.01	1653	160 -- 1F Lazybrook, Timbergrove, Washington Corridor	5357B	493K

Value Status Information

Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	05/15/2015	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	ARB Status	2014 Rate	2015 Rate
None	001	HOUSTON ISD	Not Certified	1.196700	
	040	HARRIS COUNTY	Not Certified	0.417310	
	041	HARRIS CO FLOOD CNTRL	Not Certified	0.027360	
	042	PORT OF HOUSTON AUTHY	Not Certified	0.015310	
	043	HARRIS CO HOSP DIST	Not Certified	0.170000	
	044	HARRIS CO EDUC DEPT	Not Certified	0.005999	
	048	HOU COMMUNITY COLLEGE	Not Certified	0.106890	
	061	CITY OF HOUSTON	Not Certified	0.631080	
	294	OLD SIXTH WARD (040)	Not Certified		
	592	OLD SIXTH WARD (061)	Not Certified		
	971	OLD SIXTH WARD (001)	Not Certified		

Valuations

Value as of January 1, 2014			Value as of January 1, 2015		
	Market	Appraised		Market	Appraised
Land	150,000		Land	175,000	
Improvement	21,000		Improvement	5,529	
Total	171,000	171,000	Total	180,529	180,529

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	5,000	1.00	1.00	1.00	--	1.00	35.00	35.00	175,000.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1905	Residential Single Family	Residential 1 Family	Average	930 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Unsound
Foundation Type	Crawl Space
Grade Adjustment	C-
Heating / AC	None
Physical Condition	Unsound
Exterior Wall	Frame / Concrete Blk
Element	Units
Room: Total	5
Room: Full Bath	1
Room: Bedroom	2

Building Areas	
Description	Area
BASE AREA PRI	930
OPEN FRAME PORCH PRI	84

Building Features	
Description	Units
Frame Detached Garage	1

HAR.COM

MY TOOLS | ADD / EDIT | SEARCH | REPORTS | PROSPECTS | TAX | FINANCIAL | MEMBER INFO

ID: 1005

Single Family | Townhouse/Condo | Lots | Multi-Family | Country Homes/Acreage | More

Marketing Services
Agent Reports
CMA History
My Violations
Violations Reported By Me

To List | << Prev | 1 of 1 | Next >> | Select | Agent Full | Print

Single-Family ML #: 94821935 Status: S LP: $200,000 SP/LP Ratio: 0.90 LP/SF: $40.00

County: Harris Tax Acc #: 005-201-000-0005 Priced at Lot Value Only: Yes Also For Lease: No

Area: 16 - Central Location: 41 - Houston Mkt Area: Washington East/Sabine KM: 493K

Addr: 2006 DECATUR ST City: HOUSTON Zip: 77007 - 7639

Sub: BAKER W R N S JOHN AUSTIN Sec #: 0 State: Texas Country: United States

Master Planned Community: No/ Legal: LT 5 BLK 418 BAKER W R NSBB DOM: 88

SqFt: 1086/Appraisal District Lot Size: 5000/Appraisal District Year Built: 1905/Appraisal District PAR: Y

SchDist: 27 - Houston Elem: CROCKETT ELEMENTARY Middle: HOGG MIDDLE SCHOOL High: REAGAN HIGH SCHOOL

SCHOOL INFO IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Media: 6 / Docs

Office Information

Listing Broker: BERK02/Berkshire Hathaway HomeService
Listing Agent: aleija/Armando Leija
Addr: 1803 West 43rd Street, HoustonTX 77018
Email: leijaarmando1@yahoo.com

Office #: (713)686-5454 Ext:
Fax #: (713)686-3108
Office Web: http://www.preproperties.com
Agent Web:
Licensed Supervisor:

Request an Appointment
Appt #: (713)686-5454/Office
PM #:
Cell Phone: (832)541-2055
Alternate #:

Description and Room Dimensions

Style: Traditional | # Stories: 1 | New Construction: No/ | Builder Name: | # Bedrooms: 2 /
Type: Historic | ApproxComplete: | Access: | #FB/HB: 1/0
LotDim: | Acres: / | Family Rm: | Utility Rm: | Garage: 0/
Living: | Dining: | 1st Bed: | 4th Bed: | Carport: /
Den: | Kitchn: | 2nd Bed: | 5th Bed: | FrntDoorFaces:
Game Rm: | Brkfst: | 3rd Bed: | Gar/Car:
Study: | ExtraRm: | Media: | Show: Appointment Required

Agent Remarks: **Home is selling AS-IS.**
Dir: **From I-10, South on Taylor, Left on Washington, Right on Silver, Right on Decatur, home is second on right.**
Physical Property Description - Public: **Wonderful historic investment opportunity! Traditional 1900s style home looking for the right buyer to bring it back to its original glory. Close to shopping and restaurants as well as the booming Washington area, and less than 5 minutes from downtown. This one won't last long!**

Interior, Exterior, Utilities and Additional Information

Microwave: | Dishwasher: | Cmpctr: | Dispsl: | SepIceMkr: | Oven: | Range:
Fireplace: /
Connect:
Energy:
Green/Energy Certifications:
Interior:
Master Bath:
Exter Constr: Wood
Extr:
Lot Desc: Subdivision Lot
Waterfront Features:
Golf Course Name:
Restrictions: Historic Restrictions
Disclosures: Sellers Disclosure
Management Co./HOA Name: No/ /
T/Date:
Compensation: SubAgt 0%

UtilRm:
Bedrooms: All Bedrooms Down
Rooms:
Flooring: | Countertops:
Prvt Pool: No/ | AreaPool:
Roof: Composition
Foundation: Block & Beam
St Surf: | Utility Dist:
Heat: No Heating | Cool: No Cooling/Vent | Wtr/Swr Public Sewer, Public Water
Defects: Seller's Disclosure Attached
Exclusions:
List Type: Exclusive Right to Sell/Lease
List Date: 7/20/2013 | Expire Date:
BuyerAgt: 3% | Bonus: | Var/Dual Rate: No

Financial Information

1st Assumable: No | FinAvl: Cash Sale, Conventional
Ownership Type: Full Ownership | Vacation Rental: No
Maint Fee: No/$0/
Other Mandatory Fees: No/$0 /
Taxes w/o Exemptions/Yr: $ 4,324/2012 | Tax Rate: 2.52922 | Exemptions: Non-Exempt
Loss Mitigation: | Auction: / | Online Bidding:: /

Pending Information

PD: 8/27/2014 | ED: 10/20/2014 | SA Public ID: aleija/Armando Leija | TREC #: 0629562
Sell Broker: GGPP02/BerkshireHathaway HomeServices | DOM: 88 | OPEnd Date:

Sold Information

Sale Price: $ 180,000 | Terms: Cash Sale | Total Discount Pts: 0 | Close Date: 11/13/2014
SP/SF: $ 36.00
New Loan: $ 0 | Interest Rate: 0 | Amortized Years: 0 | Days to Close: 78 | CoOp: No
Seller Contribution to Buyer Costs: 0 | Repair/Actual Paid: 0 | Title Paid By: Seller

Fri, Sep 25, 2015 10:33 AM

Data Not Verified/Guaranteed by MLS
Obtain signed HAR Broker Notice to Buyer Form

Prepared by: Chune Zhang

VELEZ ENVIRONMENTAL SERVICES

P.O. Box 24764 Houston, TX. 77229

Phone: (281) 416-4081 * Fax (832) 834-4750 * Cellular (832) 526-2897 * Email: [redacted]

PROPOSAL

Date: 7/2/15
ATTN: Chunny Zhang
Phone: 281-736-7618
Email: [redacted]

Velez Environmental Services is pleased to present our proposal for your consideration.

RE: Quote for Demolition @ 2006 Decatur Street Houston, TX 77007

WE WILL FURNISH: Demolition permits, Insurance, Utility disconnect, (Gas and electricity to be disconnected by owner), Supervision, equipment and legal disposal for the following work:

SCOPE OF WORK:
1) Demolition and removal of existing building structure & detached garage, and driveway.
2) Removal and off-site disposal of all debris.
3) Grade demolished site using existing dirt

TOTAL ESTIMATED COMPLETION TIME: ..... 3-5 calendar days

EQUIPMENT REQUIRED:
Excavator
End Dump Trailers
Operator and Labors

TOTAL ESTIMATED JOB COST: $4,900

NOTES:
1) VES reserves all salvage rights on this proposal.
2) VES is NOT responsible for the removal or disposal of any hazardous materials.
3) Owner agrees that most of the work may be done using heavy equipment and some damages may occur to property or other remaining structures, VES will extreme care to try to prevent this as much as possible and claims not responsibility for this damages.
4) This quote does not include the installation of protective temporary fencing around the work perimeter or implementation of SWPPP (Storm Water Pollution Prevention Plan)
5) Estimated completion time may vary due to inclement weather or other adverse factors.
6) A down payment of at least 25% to 50% of the total quote price is expected upon arrival of demolition equipment.
7) Full payment is expected upon completion.
8) This proposal becomes a BINDING CONTRACT upon confirmation.
9) In the event that no payment is received in a reasonable amount of time after due date, interest and collection fees will apply.
10) This proposal is good for 30 days.

Best Regards,
Sergio Velez
Owner
Cell: 832-526-2897

Proposal accepted by: _____ Date 7/3/2015

Rob Hellyer

From: Dominic Yap [redacted]
Sent: Monday, September 21, 2015 9:07 AM
To: Rob Hellyer
Cc: Chuck Stava; [redacted] >; Rob; Pei-Lin Chong
Subject: Re: 2006 Decatur - FW Heritage Site Visit @ 15-Sep-2015

Good morning Rob,

Many thanks for taking my call late last week. I appreciate our conversation and candid view of the current situation with 2006 Decatur.

As mentioned, I've decided to decline making an offer to Ms Zhang, because the number I have in mind will definitely be lower than her buying price back in late-2014.

Thanks again for your hospitality in letting us view the inside of this house.

Cheers,
Dominic Yap
FW Heritage, LLC
(832) 531-3911

From: Dominic Yap [redacted] >
Sent: Monday, September 14, 2015 7:50 PM
To: Rob Hellyer
Cc: Chuck Stava; [redacted] >; Rob; Pei-Lin Chong
Subject: 2006 Decatur - FW Heritage Site Visit @ 15-Sep-2015

Good evening Rob,

As per your request for tomorrow's visit, please note the following: -

I, Dominic Yap indemnify and hold harmless Chune Zhang, Rob Hellyer, & Premier Remodeling from any claims subsequent to my inspection of 2006 Decatur, Houston, TX. This indemnification includes anyone I bring along with me to inspect the property on September 15, 2015.

Once again, thank you for allowing me to enter the property tomorrow morning.

Thanks and Cheers,
Dominic Yap
(832) 531-3911

From: Pei-Lin Chong [redacted]>
Sent: Monday, September 14, 2015 8:53 AM
To: Rob Hellyer
Cc: Chuck Stava; Dominic Yap; [redacted]>; Rob
Subject: Re: 2006 Decatur--FW Heritage interest

Thanks, we will see everyone on site at 5pm this evening.

Noted re drill and step ladder. I will remind Dominic to bring items along.

Have a good day ahead, Lin

On 13 September 2015 at 16:04, Rob Hellyer [redacted]> wrote:

You will need a cordless drill to get in and perhaps a step ladder if you want to peek into the attic.

From: Pei-Lin Chong [mailto:[redacted]]
Sent: Sunday, September 13, 2015 10:29 AM
To: Chuck Stava
Cc: Rob Hellyer; Dominic Yap; [redacted]>; [redacted]

Subject: Re: 2006 Decatur--FW Heritage interest

5pm is also good for Dominic and I.
We will see you all there.

Lin

On 13 September 2015 at 09:55, Chuck Stava [redacted] wrote:

Hi,

5pm is fine with me.

Thanks,

Chuck

Sent from my iPhone

On Sep 12, 2015, at 4:03 PM, Rob Hellyer [redacted] > wrote:

I can be there Monday, but I need to start by 5, I have plans at 6pm

---

From: Dominic Yap [redacted]]
Sent: Friday, September 11, 2015 12:19 PM
To: Charles Stava; [redacted]
Cc: [redacted]
Subject: Re: 2006 Decatur--FW Heritage interest

Hello All,

Let me suggest Monday @ 5.30 pm (14-Sep).

Is that OK with everyone else?

Thanks,
Dominic
(832) 531-3911

From: Charles Stava [redacted] >
Sent: Friday, September 11, 2015 11:12 AM
To: [redacted]
Cc: [redacted]
Subject: Re: 2006 Decatur--FW Heritage interest

Hi,

I'll be happy to meet with your team next week, Monday and Tuesday after 5pm of next week is best for me.

I will bring early Sanborn Fire Insurance maps to show the the original placement of the house and its evolution.

Thanks,
Chuck

-----Original Message-----
From: Dominic Yap [redacted]>
To: Charles Stava [redacted]>; rob [redacted]>
Cc: ryan.boehner [redacted]>; Pei-Lin Chong [redacted]>; Rob Griffith [redacted]>
Sent: Thu, Sep 10, 2015 2:04 pm
Subject: Re: 2006 Decatur--FW Heritage interest

Hello All,

My name is Dominic Yap, owner of FW Heritage, and we have been following 2006 Decatur with intrigue.

Before, we are ready to engage Ms Zhang on buying the property, I would like to set-up an on-site meeting of my team with all of you to achieve the following: -

1) Review the architectural history of the house and understand OSW's recommendation on the restoration (Chuck).

2) View and walk-through the inside of the house (Rob @ Premier Remodel)

3) Discuss as-is lot value in OSW with analyses of recent HAR comps (Rob @ Circa Realty). Rob is our realtor and past President of the First Ward Civic Council.

If this is something that is amicable to all parties, and in the interest of people's day jobs…. maybe a day sometime next week @ 5.00 pm? Suggestions welcomed. Please feel free to call if you have further queries.

Thanks and Cheers,

Dominic Yap

FW Heritage, LLC

(832) 531-3911

From: Charles Stava [redacted]
Sent: Thursday, September 10, 2015 10:45 AM
To: [redacted]
Cc: [redacted]
Subject: Fwd: 2006 Decatur--FW Heritage interest

Hi Dominic,

Hope the following email from Ms. Zhang's contractor translates to some positive news for all of us.

Thanks,

Chuck

Begin forwarded message:

> **From:** "Rob Hellyer" <[redacted]
> **Date:** September 9, 2015 at 4:58:53 PM CDT
> **To:** "'Charles Stava'" <[redacted]
> **Cc:** [redacted]>
> **Subject: RE: 2006 Decatur--FW Heritage interest**
>
> Hey Chuck,
>
> She is willing to consider an offer from FW Heritage. You can either forward her email, [redacted] to them to contact her directly or have them contact me and I'll put them in touch with her. I have copied Ms. Zhang on this email as well.
>
> Rob
>
> **From:** Charles Stava [redacted]]
> **Sent:** Wednesday, September 02, 2015 1:40 PM
> **To:** [redacted]
> **Subject:** Re: 2006 Decatur

Hi Rob,

Is there any possibility that Ms. Zhang would be willing to sell the property? FW Heritage is expressed interested in the property. They are fully aware of the condition of the property and that hasn't fazed their interest.

Thanks,

Chuck

-----Original Message-----
From: Rob Hellyer [redacted]
To: 'Charles Stava' [redacted]
Sent: Thu, Aug 27, 2015 11:09 am
Subject: RE: 2006 Decatur

Hi Chuck,

I will be attending the meeting today after all. We can discuss then, but let me ask you about the homeowner down the street on Decatur; I think Ms. Zhang would be willing to offer the original home to her or anyone else wishing to relocate the house to their property, particularly if that property owner is willing to absorb the cost of the move. I can't imagine she would oppose that. I have also asked her if she would be interested in relocating the original home on her lot and adding on to it assuming it is structurally sound to do so; I haven't received an answer back yet.

Feel free to pass my contact info to anyone who may be interested in relocating this house or provide me their contact info and we'll open discussions.

Thanks,

Rob

From: Charles Stava [redacted]
Sent: Wednesday, August 26, 2015 8:51 AM
To: [redacted]
Subject: Re: 2006 Decatur

Hi Rob,

I appreciate your email, which clarifies some issues.

The gabled portion of the house is the original section of the house, and what may have been the original facade now faces west. If you look into the attic, you can see the roof over the original section is intact, and the east/NW addition was built on top of it. If you go around to the back wall, you will see one very long gable return with a shorter one on the other end, that is where the original front porch was filled in. That section features elements typical of homes built in Old Sixth Ward prior to 1880, such as 6/6 windows with the "Gothic " muntin profiles, smooth narrow shiplapping, wide plank floorboards, wide center hallway with a room on each side. The loose bricks found in the attic (originally from the chimney) matched those that were made at the Williams Foundry located at the NE corner of Kane and Sawyer, which was in business until 1877. Houses were frequently relocated in the Sixth Ward during the early years. For instance, there is one block on Kane that has 5 houses/sections relocated from elsewhere.

Prior to Ms. Zhang's purchase, there was one interested buyer who brought in two house movers who inspected the house and both concluded that the original section could easily be moved within the property. At that time the original section had one sill that needed to be replaced due to termite infestation. The buyer proposed to demolish the eastern/NE addition, leaving the original section intact, rotate it so that the west side faces the street to become the street facade again. He was going to build a 2-story addition in the back to accommodate a kitchen, bedrooms, and garage. He was unable to get the sellers of the property to commit to selling the property within a deadline. There was only one sill that had termite damage and that can be easily replaced with a new one.

If Ms. Zhang absolutely refuses to consider restoring the original section and incorporating it into new construction, the Old Sixth Ward Historic Conservation Committee will request that she offer it as a relocation opportunity for someone to move it elsewhere within the Old Sixth Ward. In fact, there is a homeowner down the street on Decatur who has been looking for a historic structure to relocate onto her property.

Thanks,

Chuck

-----Original Message-----
From: Rob Hellyer [redacted]>
To: 'Charles Stava' [redacted]>

Cc: ryan.boehner [redacted]>
Sent: Tue, Aug 25, 2015 4:27 pm
Subject: RE: 2006 Decatur

Chuck,

Thanks for replying and thank you Ryan for forwarding my email to Chuck. So that Ryan could see it, I copied and pasted your second email into this reply below.

Ms. Zhang had not told me of an attempt to demolish the home, here are a few things I know though.

- Ms. Zhang secured a permit to "secure a vacant building" on 6/10/15. Project No. 15061756

- I received a copy of a proposal dated 7/2/15 for demolition from Velez Environmental Services to Ms. Zhang. I have no idea if this is the contractor that proceeded with demolition, nor why they or anyone else would attempt a demolition without a permit but there are people who will attempt just about anything for a buck. The proposal makes no mention of a sewer tie-in. As you know, I have nearly zero tolerance for contractors working without a permit.

- The first "red tag" was issued 7/10/15 to obtain a permit for unpermitted work (sewer disconnect) see 1st attached photo

- The second red tag was issued 7/24/15. I'm not sure what precipitated this warning unless it was just standard follow-up procedure. See 2nd photo attached.

- My first inspection of the property was approximately three weeks ago. At that time and when I met Pete and Matt there, all windows and doors were boarded up. One door on the front was not, but it was deadbolt locked. I noticed the open hole at the sewer line near the front of the property in the driveway area. Pete noted this when we met last week as well.

- The city declared it a dangerous building 09/30/2010 ordering the owner to "repair or demolish"

- Ms. Zhang received 120 day extension on 6/24/15 which extends the repair or demolish order to 10/23/15.

- The previous owner was denied a CofA for demolition in September 2011. It is my understanding that no one stepped forward to purchase the property other than Ms. Zhang and the property further deteriorated during those 3+ years. I saw some evidence of further deterioration from the photos provided in the previous COA application, most notably the front corner near the porch.

Not that it matters, but I'm trying to get a better understanding of what you said about the original house—how it was moved there and turned so that the original side wall is facing the street and an addition built to serve as the new entry point. There is also an obvious addition done at the back of the house on the northeast corner. Which direction does the original front of the house now face? The east side does not look like it would've been the front and it is very difficult to see the west side due to the fact that it is only 1.5' off the property line and vegetation is so thick it is hard to see.

Aside from cost, there are two obstacles to restoration with an addition. 1—The proximity to the property line makes it nearly impossible to work on that side. 2—Also due to the proximity, it would need to be moved over at least 18" to give a proper setback and I don't think this building will sustain being moved. Some of the sill beams are completely destroyed by termites.

Normally the city would require the west wall be made a 1–hour firewall due to it being less than 3' away. If they don't waive that for a historical building, then all the siding would have to be removed as would windows and replaced with fire-resistant materials (which is usually fiber-cement siding), insulation and fire resistant sheetrock on the interior. I don't know whether the city waives this requirement for historical buildings.

I appreciate your input. It would be great if someone would step up and purchase this property with the intent of restoration, but after all these years without that happening it doesn't look promising.

Thanks,

Rob

HI Rob,

I forgot to mention in my last email that the owner has recently attempted to demolish the house without a permit, nor a CoA. Two weeks ago Ms. Zhang hired a demolition company who brought in mechanical equipment who attempted to demolish the building. Their effort was stopped by surrounding neighbors who reported it to the city and the property therefore has been red-tagged. However, during the effort, the demolishers illegally took out a community sanitary sewer line, which left another neighbor without a working sewer line. The neighbor had to spend a large amount of money to have the sewer line repaired.

We, the OSW community, cannot endorse this kind of behavior and hope that HAHC will not either.

Thanks again,
Chuck

From: Charles Stava [redacted]]
Sent: Tuesday, August 25, 2015 12:01 PM
To: [redacted]
Subject: Fwd: 2006 Decatur

Hi Rob,

I'm sorry that you had problems sending me the email, I had some server issues that was quickly resolved.

Yes, I am very familiar with the property and its history. I am very disappointed to hear that the owner has chosen to pursue the demolition path. She met with Mr. Boehner some time ago, who gave her some options. Since then she has done nothing, and has not secured the house from the elements. I have attempted to cover up the windows with plastic and board up the door, only to see them removed few days later. This action has made us suspect that she is attempting to accelerate weather exposure to the house in order to prove that the house is not salvageable.

This house was built in two stages, the original section is believed to be antebellum. It was built between 1864-1875 at another location and moved to this site around the turn of the last century. Upon relocation to the site, the original section was turned sideways with the side wall facing the street, with an addition built to serve as the new entry point. The addition was built with inferior materials, which experienced accelerated deterioration. That's why Matt and Pete felt it was unsafe to enter. The original section is still in sound condition, and several of us have crawled underneath it and inspected the

attic and found it to be highly salvageable/restoreable.

The committee has discussed options for this property and has supported the demolition of the 20th century addition as long as the older section is left intact and incorporated into new construction. We have recognized it as one of the oldest houses in the Old Sixth Ward, and the city of Houston.

We have tried to reach out to the owner for some additional options, and she has not responded to our efforts.

Thanks,

Chuck

-----Original Message-----
From: Ryan Boehner [redacted]t>
To: Charles Stava [redacted]>
Sent: Tue, Aug 25, 2015 11:24 am
Subject: FW: 2006 Decatur

From: Rob Hellyer <[redacted]
Date: Tuesday, August 25, 2015 at 10:46 AM
To: Ryan Boehner <[redacted]>
Cc: <[redacted]>
Subject: FW: 2006 Decatur

Good morning Ryan;

The email below to Chuck Stava bounced back as undeliverable; not sure why as that is the email address on record for the HAHC. I'll see Chuck at the Commission meeting Thursday, but wanted to get this to you in the interim.

As you can see below, I have been retained to assist the new owner of this property and her pursuit of approval to demolish. We are attempting to reach out to all interested parties in advance; we may not get approval of that plan, but I feel it is important to at least initiate the discussion.

Our intent is to get it on the agenda for the September HAHC meeting, which means submittal by next Wednesday. If you and/or anyone else would like to meet with me at the property or elsewhere to discuss, I'd be glad to.

Best regards,

Rob Hellyer

From: Rob Hellyer [redacted]
Sent: Friday, August 21, 2015 11:51 AM
To: [redacted]
Cc: [redacted]
Subject: 2006 Decatur

Good morning Chuck,

I'm sure you're familiar with the referenced address. The property was purchased this November of last year after the previous owner was denied a C of A for demolition in 2011. The new owner has retained my services to assist in reapplying for a demolition C of A. As I'm also sure you are aware, the building has deteriorated further. Additionally though not included in the previous application the City has declared it a dangerous building and issued a repair or demolish order in 2010; the current owner has received an extension of that order.

I have advised her that among other things, reaching out to the Old Sixth Ward Neighborhood Association would be in her best interest. It is to that end that I am contacting you. I would like to meet with a few key people like yourself, board members etc. to discuss this project. The property may not get OSWNA (if that is even a real acronym) approval to demolish, but we want to at least discuss with interested parties to express the challenges this structure faces.

I have approached The Heritage Society to no avail and will also discuss with Preservation Houston to see if there are any other options for this building. Sadly, it is very evident that this building will not withstand moving. I met with Pete Stockton and Matt Kriegl at the house earlier this week and neither felt the house was safe enough to enter.

In any case, please let me know how and with whom to proceed with discussions amongst OSWNA members.

Best regards,

Rob Hellyer

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Three grand essentials to happiness in this life are, something to do, something to love, and something to hope for - Joseph Addison -

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Three grand essentials to happiness in this life are, something to do, something to love, and something to hope for - Joseph Addison -

Subject Photo Page

Borrower/Client	Connie Ramirez						
Property Address	2006 Decatur St						
City	Houston	County	Harris	State	TX	Zip Code	77007-7639
Lender	Connie Ramirez						

Subject Exterior

2006 Decatur St

Sales Price	
Gross Living Area	1,086
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	1
Location	Interior
View	Average
Site	5,000 Sq.Ft.
Quality	Poor
Age	106 Years

Subject Exterior

Subject Exterior

CITY OF HOUSTON
CODE ENFORCEMENT
DO NOT REMOVE THIS NOTICE
STOP ALL UNPERMITTED WORK
2006 Decatur
CITY OF HOUSTON
CODE ENFORCEMENT
DO NOT REMOVE THIS NOTICE
STOP ALL UNPERMITTED WORK
2006 Decatur

ING
AREA

Willett, Lorelei - PD

From: Thomas McWhorter [redacted]
Sent: Saturday, October 17, 2015 12:46 PM
To: DuCroz, Diana - PD
Cc: Charles Stava
Subject: 2006 Decatur Street Certificate of Appropriateness
Attachments: 2006 Decatur.pdf

Good Afternoon,
Please find the attached statement regarding the historic house located at 2006 Decatur Street in the Old sixth Ward Protected Historic District. I am unable to attend the October meeting of the Houston Archaeological and Historical Commission, but would like to submit my letter, in support of the preservation of the house, for the meeting. Will you please distribute this letter for the commissioners?

Thank You,
Thomas McWhorter

To Whom it May Concern,

I had the pleasure of visiting the historic house, located at 2006 Decatur Street in the Old Sixth Ward Historic District, and have provided some observations below based on an exterior inspection and historic documentation of the property. The one story, wood frame, residential building is constructed on a pier and beam foundation and features a pyramidal and intersecting gable roof. The gable roof portion of the house appears to correspond with the earliest construction phase of the house during the late 19th Century. Sanborn Fire Insurance company maps of the property from 1896 indicate the presence of an intersecting gable roofed house that featured a small, applied, front porch facing Decatur Street. The applied front porch was approximately as wide as the central entry bay, but was enlarged, according to a 1907 Sanborn map, to approximately two times its original width. The western wall of the building currently reflects the scars of the now removed applied front porch. Exterior inspection of the property revealed widespread use of cut "square" nails and 6/6 pane windows with rounded gothic muntin bars that are both hallmarks of 19th Century construction.

At an unknown date, between 1907 and 1924, the original structure was re-situated on the lot and remodeled. During this construction phase the house was rotated 90 degrees so that the original Decatur facing elevation now faces the western property line. Concurrent with the early 20th Century reorientation of the house on the lot, a new addition, covered with a pyramidal roof, was constructed to the right (east) side of the original structure, with a "new" Decatur facing main entry. The historic house remains in this configuration at present.

Although the house's current configuration reflects a blend of 19th and early 20th century building phases, the newest portion of the home is now more than ninety years old and the overall character of the house reflects the natural progression of old houses and how they adapt to meet the needs of the next generation. Furthermore, the house is listed as contributing in the Old Sixth Ward inventory and has been listed as such for years prior to the current owner's purchase of the property in 2014. As such, the historic house at 2006 Decatur should be restored like the many other homes in the neighborhood that once suffered from years of deferred maintenance, but now reinforce the character of this neighborhood. Thank you for your consideration.

Thomas McWhorter
October 17, 2015

Willett, Lorelei - PD

From: Charles Stava [redacted]
Sent: Monday, October 19, 2015 3:51 PM
To: DuCroz, Diana - PD
Subject: Forensics Report of 2006 Decatur
Attachments: Architectural Evolution of 2006 Decatur.pdf

Hi Diana,

As you requested, here's the "forensics report" on the Benjaimin A. Riener Tenant House at 2006 Decatur.

Thanks!
Chuck

Architectural Evolution of 2006 Decatur – Benjamin A. Riesner Tenant House

Four people, Thomas McWhorter, Ryan Trainer, Phil Neisel, and I toured the house at different times and have reached the same conclusion that the structure that sits there is the same house that was featured in the 1896 and 1907 Sanborn Fire Insurance Map.

The original house was a five bay center hall cottage with distinctive Greek Revival detailing typical of homes in the Old Sixth Ward built prior to 1885. It originally had an L-shaped floor plan with an applied front porch and a rear service porch. The windows are 6/6 with lamb's ear muntin profiles and have simple Greek Revival style backband moulding on both sides and the top. The top sashes are fixed with the movable lower sashes. The corner bands also have backband moulding on both ends. The siding is cypress clapboard, not beveled siding that are typical of houses built after 1885. The original appearance of the house likely would have resembled the one at 812 Sabine Street, and 617 Silver in floor plan.

According to Sanborn Fire Insurance Maps and forensic inspections, sometime after 1907 the house was cut in half, repositioned on the lot to face west. It is undetermined what became of the rear wing, but there are two theories: 1) the east section where the front and rear door is located may be the original rear wing, or 2) the wing was dismantled and its materials re-used in the construction of the east section. The roof framing in the attic showed that there originally was a L-shaped extension of the roof over the south end, matching the location of the rear wing would have been. Inspection underneath the house showed that the sill under that section is smaller than the exterior sills, giving more credence to the theory that the rear wing was removed. There are two seams on the fasica along the west wall, with a slightly thinner fascia board applied in the center, which was likely added when the original entry porch was removed for the relocation. The foundation bricks along the perimeter are clearly 20th century compared to the bricks seen on other Old Sixth Ward homes of the same era. Several of the interior piers show older bricks, possibly reused from the relocation.

The western section consists of three rooms, and they show interior detailing seen in neighboring homes of the same era, such as pre-Victorian era four panel doors with double bevel panels, non-reversible rim door locks with white porcelain knobs, the plain window casings feature beveled-edge stops. The floors are 6" wide cypress planks that are 7/8" thick. The baseboards are plain, but the front room has Victorian-era caps. The ceilings are 9'6" high. There is evidence that the front door was removed since there is newer shiplapping that covers the west wall in the middle room. In addition, there is evidence that one of the windows was relocated, likely to accommodate the relocation of the wall between the kitchen and the middle room. There is a ghost line along the ceiling and the wall showing the original placement of the wall, which was pushed few feet to the north. On the other side of the middle room, facing east, there is newer shiplapping, possibly installed when the original rear door was pushed few feet north to accommodate a closet. Further forensic examination reveal that there used to be two windows on the northern wall in the kitchen, and one was removed to make way for the cabinets/stove.

The eastern section features two rooms and a bathroom. The windows and casings are the same as the western section, but the doors are of varying details. The closet doors have six panel doors with single bevel panels and the primary room doors are two panels with flat panels. The primary room doors have mortise locks with metal doorknobs.

Willett, Lorelei - PD

From: Ryan Boehner [redacted]
Sent: Tuesday, October 20, 2015 10:13 AM
To: DuCroz, Diana - PD; Kriegl, Matthew - PD
Cc: Adrian Melendez
Subject: FW: 2006 Decatur
Attachments: 2006 Decatur.pdf

Diana and Matt,

Below please find an offer documenting an open offer for 2006 Decatur. Phil communicated this offer verbally to Rob Hellyer last week; Rob declined it immediately. I have spoken with several other people who have expressed serious interest in the home.

As we discussed, we believe this shows clearly that this application fails to satisfy criteria for demolition as specified on page 8 of the Old Sixth Ward Design Guidelines, and parts (a)(1)(a) and (a)(1)(c) of Sec. 33-247 of the Houston Code.

With thanks,

Ryan

From: philip neisel [redacted] >
Reply-To: philip neisel [redacted] >
Date: Tuesday, October 20, 2015 at 9:17 AM
To: Rob Hellyer [redacted] >, [redacted] >
Cc: Chuck Stava [redacted], Ryan Boehner [redacted]
Subject: 2006 Decatur

Chunny and Rob,

Following up from our previous discussions, attached is an offer to purchase 2006 Decatur for $180K. This is an all-cash offer, not contingent upon financing, and I would be willing to move toward a closing as soon as possible. The offer also provides that I will pay for title insurance and, if your survey is insufficient, my own survey. Further, I am not represented by a real estate agent, so there would be no commission payable to a buyer's agent.

I understand you may need some time to assess your options, so I will try to leave this offer open for as long as I can. If I don't hear from you first, I will let you know by email if the offer is rescinded.

Please let me know if you would like to discuss. Thanks very much. I hope we talk soon.

Phil
713-256-2695

EQUAL HOUSING OPPORTUNITY

12-05 -2011

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Chune Zhang (Seller) and Philip Neisel (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY:
   A. LAND: Lot 5 Block 418, BAKER W R NSBB Addition, City of Houston, County of Harris, Texas, known as 2006 Decatur St., Houston, TX 77007 (address/zip code), or as described on attached exhibit.
   B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
   C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.
   D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____.

   The land, improvements and accessories are collectively referred to as the "Property".

3. SALES PRICE:
   A. Cash portion of Sales Price payable by Buyer at closing ..... $ 180,000
   B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) ..... $ _____
   C. Sales Price (Sum of A and B) ..... $ 180,000

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)
   ☐ A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of $_____ (excluding any loan funding fee or mortgage insurance premium).
      (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
      (2) Credit Approval: (Check one box only)
         ☐ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
         ☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
   ☐ B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
   ☐ C. SELLER FINANCING: A promissory note from Buyer to Seller of $_____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

Initialed for identification by Buyer PN _____ and Seller _____ _____ TREC NO. 20-11

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit $ 1,000 as earnest money with TBD, as escrow agent, at TBD (address). Buyer shall deposit additional earnest money of $ NA with escrow agent within NA days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 4.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒(1) Within 15 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐Seller's ☒Buyer's expense no later than 3 days prior to Closing Date.

☐(2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐(3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party

lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐is ☒is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider

to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☐ (1) Buyer has received the Notice.

☒ (2) Buyer has not received the Notice. Within 10 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

☒ (1) Buyer accepts the Property in its present condition.

☐ (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

_____.

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic

substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ 0 . Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before November 20 , 20 15 , or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒upon closing and funding ☐according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:
A. The following expenses must be paid at or prior to closing:
(1) Expenses payable by Seller (Seller's Expenses):
(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
(b) Seller shall also pay an amount not to exceed $ 0 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion ☐will ☐will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:
    A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
    B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
    C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
    D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
    E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: 14203 Cypress Creek Blvd. Cypress, TX 77429	To Seller at:
Telephone: (713) 256-2695	Telephone: ( )
Facsimile: [redacted]	Facsimile: ( )
E-mail: [redacted]	E-mail:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum for Credit Approval
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☒ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $ NA (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within NA days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐will ☐will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: NA	Seller's Attorney is:
Telephone: ( )	Telephone: ( )
Facsimile: ( )	Facsimile: ( )
E-mail:	E-mail:

EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer	Seller
Buyer	Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-11. This form replaces TREC NO. 20-10.

Contract Concerning 2006 Decatur St., Houston, TX 77007 (Address of Property)

BROKER INFORMATION

Other Broker Firm License No.

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Licensed Supervisor of Associate Telephone

Associate Telephone

Other Broker's Address Facsimile

City State Zip

Associate Email Address

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Licensed Supervisor of Associate Telephone

Listing Associate Telephone

Listing Broker's Office Address Facsimile

City State Zip

Listing Associate's Email Address

Selling Associate Telephone

Selling Associate's Office Address Facsimile

City State Zip

Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐Contract and ☐$_____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ Email Address

Address Telephone (_____) _____

City State Zip Facsimile: (_____) _____

History of 2006 Decatur – The Benjamin A. Riesner Tenant House

Architectural evidence combined with early Sanborn Fire Insurance maps show that the house was built prior to 1886 as a five bay center hall with an applied front porch that faced the street. Early deed records show that Lot 5, Block 418 Baker NSBB was part of Benjamin A. Riesner's original homestead that encompassed four lots, which he purchased from Ernst Atgelt, a prominent San Antonio real estate developer, in 1878. Mr. Riesner started his storied career as a blacksmith and wagon maker, who after being acquitted in a murder, started his foray into politics as the alderman of Fourth Ward North, as the Old Sixth Ward was originally known, before expanding into the national scene as the Chair of the National Selective Draft Board for World War I. He was instrumental in the creation of the Sixth Ward as its own ward after separating it from the Fourth Ward. Mr. Riesner grew to become one of the city's leading industrialists, owning a very successful structural steel company that contributed steel to the construction of many early buildings in downtown Houston and several bridges, including the Sabine Street Bridge. He also served as the chief of the Houston Fire Department and was responsible for the establishment of the Sixth Ward Fire Station to serve his beloved neighborhood. Riesner Street is named after him.

A native of Brazoria, Mr. Riesner's personal residence was at 7 Union Street, now known today as 2007 Union. His house was demolished in the 1980's to make way for a parking lot that exists there today.

The earliest city directory listing at 2006 Decatur was in 1886 under Malcolm Lindsey. Mr. Lindsey was Mr. Riesner's brother in law, whose wife, Mary was Sophia Riesner's sister. The Lindsey moved to Houston from Marshall, Texas, after Mr. Riesner found employment for Malcolm at his factory. It is believed that Mr. Riesner also had the house built directly behind his house for the Lindseys since the lot remained under his name.

Mr. Lindsey did not live at 2006 Decatur very long, for he was killed on August 12, 1887 by Mr. Riesner during a scuffle. Apparently Mr. Lindsey started drinking and behaving irrationally after sustaining injuries in a railroad accident near Palestine few months earlier. One evening, he walked out through his backyard to Mr. Riesner's rear porch in search of his estranged wife who was staying there. A brawl ensued, and Mr. Lindsey was shot in the back. He limped back towards his house where he died few hours later. A neighbor who lived next door witnessed the incident testified that Mr. Riesner was acting in self-defense, which resulted in his acquittal. The trial garnered city wide attention and streetcars full of curiosity-seekers traveled down Washington to the backyard of 2006 Decatur to gawk at the site of the murder.

After Mr. Lindsey's murder, his widow moved away and the Riesner family leased 2006 Decatur to a succession of tenants until selling it to Jacob H. and Beatrice Bammel along with the lot next door at 2004 Decatur (Lot 6) on December 23, 1906 for $3000. Mr. Bammel was an executive with the railroad and his wife, Beatrice, was the daughter of the wealthy Hearne family who founded the town of Hearne, Texas.

It is believed that the Bammels had the house rotated on the lot so they could subdivide the double lot to allow room for their new home at 2004 Decatur, which exists to this day, and to create a driveway serving the tenants. The Bammels continued to use 2006 Decatur as tenant housing.

Jesse Serena, a native of Mexico who immigrated to the States as a baby and grew up at 1918 Center Street, purchased the house in 1946 after returning from World War II. A metalworker by profession, he was one of the founders of the Houston chapter of LULAC. He died in 1976 and his family continued to reside the house until selling it in as an estate in 2013.

ting them.

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rters at Grapevine

the Gazette.

Tex., Aug. 10.—J. T. surveying corps for the sas and Texas Railroad, Monday morning for g, some six miles west of d spring will be head- w days until they com- across the Elm Fork and of the Elm Fork. It is last line run will be ew changes. This survey arter of a mile of our I we anticipate a station ads cross. The Baptist lace is engaged in a pro- this week conducted by and and Bramblett.

D THE BABY

NE LIFTED FROM THE BRAKEMAN FROM THE RUNNING LOCOMOTIVE.

D., Aug. 9.—Engine No. ing here in the yard was orning from the water hin a mile of town she ector's cut, and to the board, they saw a baby ddle of the track. The versed and the break his did not check the ne slid along the track es and turned their heads lder, brakeman, who was . He crept down on the d his hand far out ahead d snatched the baby from the cheers and applause nts of that part of town The baby belonged to who lives near the track.

DLE RAILROADS.

GHWAYS PROMISED IN A

ment on his father's part, but some think the father killed the boy and hung him to allay suspicion.

A FAMILY QUARREL.

A Houston Man Killed by His Brother in Law—Trouble Between Man and Wife.

Special to the Gazette.

HOUSTON, TEX., Aug. 12.—This afternoon about 1 o'clock Police Clerk James Fitzgerald received a telephone message that a man named Malcomin Lindsay was creating a disturbance at the residence of Mr. Ben A. Riesner and requesting that an officer be sent over. Mr. Fitzgerald tried to communicate with the sheriff's office by telephone, but failing to get an answer he sent out after an officer, but within fifteen minutes after this word came that Riesner had fatally shot Lindsay. The news of the affair spread over the city and every street car was crowded with people going to the scene of the tragedy, which is situated in the Fourth ward on Union street, between White and Henderson. In order to understand fully the circumstances and the causes leading to this fatal affray, it will be necessary to go back and relate the domestic infelicity which has existed in the house of Lindsay. Riesner and Lindsay married sisters. Lindsay has never lived peacably with his wife, and for some time they lived apart, but a short while ago they became reconciled and undertook to dwell again together as man and wife. How well they succeeded is amply illustrated by the actions of the husband yesterday and the day before. On Thursday Mrs. Mary Lindsay, his wife, made complaint before Justice Bailey that her husband had made serious threats against her life, and affidavit was also made against him for displaying a pistol. On the evening of the same day Lindsay forcibly took his ten-months-old child from the arms of his

three-quarters feet. an bar twenty and one- sum now asked for to is $[illegible],000,000. On this neer's report says no planation of this recom quired. A present ann 000,000 and a prospecti proportions is hampere tion which is in the pow ment to remove. The tempting its removal means are notori terest at stake the work should no seriously. The amount on this work, $1,187, little more than covere appropriated, $1,775,0 says the majority of this port draw from feet of water when ful the necessity for imp therefore apparent.

PERSON.

Mr. Charles Williams of Dallas are at the Eu

TEXAS PENS

Special to the Gazette.

WASHINGTON, Aug. 1 Texas pension was Joseph I. Allen, Laredo

TWO AMERICANS

A Father and Son from Killed in M

Special to the Gazette.

EL PASO, TEX., Aug. named Tullis from Pa through here some tim to his mine in Sonor son arrived here and father. Nothing has them since last Septem his wrote to a friend him to make inquiries ing the lost ones if po

. Fort Worth Daily Gazette. (Fort Worth, Tex.), Vol. 13, No. 11, Ed. 1, Saturday, August 13, 1887. Fort Worth, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth85526/. Accessed October 15, 2015.

the cheers and applause
nts of that part of town
The baby belonged to
who lives near the track.

DLE RAILROADS.

GHWAYS PROMISED IN A
W MONTHS.

f the Gazette .

tx , Aug. 8.—Several days
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s a most important move
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n six or eight months.
Mobeetie are jubilant over
securing the 'Frisco, and
would command 25 per

Lindsay, his wife, made complaint before Justice Bailey that her husband had made serious threats against her life, and affidavit was also made against him for displaying a pistol. On the evening of the same day Lindsay forcibly took his ten-months-old child from the arms of his wife and, armed with a double-barrel shotgun, avowed his intention of killing anyone who troubled him. He took the child over to the Fifth ward, where after concealing it he put up at the Fifth Ward hotel. Immediately application was made by the mother to Judge Masterson of the District court for a writ of habeas corpus to recover the child. The Judge granted the writ, and Sheriff Ellis went over to the Fifth ward to recover it, having heard that Lindsay was there. Upon arriving at the Fifth Ward hotel Lindsay was found, but he did not have the child with him, and he refused to tell the Sheriff where he had left it, but made use of a good many threats to the effect that he would shoot any body who touched the child. In the meantime the sheriff hearing that a warrant was in the hands of Officer Burney for the arrest of Lindsay for threatening to take the life of his wife sent over, got the warrant and arrested him. Lindsay at once gave bond in the sum of $300 and was released. Later on the friends of Lindsay pursuaded him to return the child to the mother as the court had ordered it and it would be better for him to obey the writ. The child was returned to the mother about 10 o'clock Thursday night at the residence of Mrs. Riesner, as here Mrs. Lindsay had gone the day before, after her life had been threatened. Thus matters stood this afternoon at a few minutes before 5 o'clock when Lindsay approached the house through the back yard and brought the matter to a fatal culmination. Exactly what was said and done when Lindsay mounted the porch of Mr. Riesner's residence is not known, and under the advice of counsel

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son arrived here and
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The United States Co
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not believe that Ame
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punished.

Waco

Special to the Gazette.

WACO, TEX , Aug. 12
Wood, the jeweler,
yesterday on a charge c
ored girl, states to-day
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the examining trial will
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Wood, and the impre
general that the girl w
the charge by older hea
a malicious grudge aga
wanted to blackmail hin
Twelve bales of cotto
were received and sold

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ip this evening to the six miles distant look- le point on which to ble obstacle to railroad

h is being shown in eys, and the number of employed, indicate be- ncedy extension of the most important move and will give it three six or eight months. pectic are jubilant over uring the 'Frisco, and ould command 25 per esterday.

ESVILLE.

Negroes Fight—Arrested Whisky—Personal.

e.

Tex, Aug. 12.—Two signs of incipient mad- y an officer in East norning. Fortunately fore they were shot.

te a disturbance this e in the eastern part of y negroes. Two fights ticipants in one being d the other two negro tants were arrested by arched off to the city ayor assessed the usual

ommissioners' court to- report of Tax Collector : Stoner were read and commissioners also of claims, and appointed consult with the city regard to having an ar- on the square.

R. Tillman, Superinten- s and Assistant Engi- an, of the Santa Fe, are

merly of this city, was

the court had ordered it and it would be better for him to obey the writ. The child was returned to the mother about 10 o'clock Thursday night at the residence of Mrs. Riesner, as here Mrs. Lindsay had gone the day before, after her life had been threatened. Thus matters stood this afternoon at a few minutes before 5 o'clock when Lindsay approached the house through the back yard and brought the matter to a fatal culmination. Exactly what was said and done when Lindsay mounted the porch of Mr. Riesner's residence is not known, and under the advice of counsel Mr. Riesner declined to be interviewed. It is known, however, that Lindsay attempted to enter the house forcibly, and had a scuffle with Mr. Riesner, tearing his shirt nearly off of him and breaking the iron fastenings of the blinds that opened into the house from the porch. Mr. Riesner has been sick for several days, and was in bed with fever when Lindsay came to his house, and being unable to grapple with his assailant, he must have reached for his gun. At any rate, a lady from a neighboring window saw Mr. Reisner when he fired the shot that took effect. He was standing with one foot on the step of the back piazza where the scuffle had occurred, and Lindsay was twenty paces off near the rear fence which encloses the lot. Lindsay reeled and fell at the explosion, the small of his back being perforated with a load of buckshot. Fourteen buckshot took effect in the small of his back. His right hand was badly wounded and one buckshot entered his right lung. Dr. James Boyles was immediately summoned and did what he could for the wounded man. The wounds he pronounced fatal, but he relieved the man of suffering by administering opiates. Crowds soon gathered around the wounded man as he lay where he fell, and among those who were earliest to arrive there was Justice Railey.

To Justice Railey he made the follow-

Waco, Tex, Aug. 12.— Wood, the jeweler, wh yesterday on a charge of ored girl, states to-day th absolutely false and mali the examining trial will e nocence. Public opinion Wood, and the impressi general that the girl was the charge by older heads a malicious grudge agains wanted to blackmail him.

Twelve bales of cotton were received and sold to- ranged from 7¼ to 8⅛ ce Cotton picking will soon throughout this county.

Captain Orsay of the A al's office, Austin, was he spect the armory and equ Waco Light Infantry. He thing in first class order.

One Brother Sues

Cleveland, Ohio, Au morning when the Detroi from over the lake, a depu a summons on John Topli passengers. The summ him that his brother, J. N city, had sued him for men make buggy tops, an of Elyra, is charged by J using one of the latter's p

Accident in Ge

Conga, Ga., Aug. 1 train on the Brunswick a off the bridge at Albany l ing only the engine on t cars were all smashed ex Thirteen persons are rep but none killed.

Peace, joy, content, an full realization of the bl arise from a healthy bo tions of the digestive orge

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Fight—Arrested Personal.

ug. 12.—Two incipient mad- licer in East Fortunately were shot. sturbance this eastern part of es. Two fights in one being er two negro re arrested by off to the city ssed the usual

oners' court to- Tax Collector were read and ssioners also ,and appointed with the city having an ar- nare.

an, Superinten- ssistant Engi- e Santa Fe, are

this city, was ell, I. T., for erritory, by a arshal. Three same offence time. All four ith for trial.

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To Justice Railey he made the following statement with reference to what occurred just before he was shot: I went to the house through the back way to see my wife and they would not let me in. Mr. Riesner threw a bottle at me,and as I ran I was shot." A pistol

Captain Gray of the Adjutant al's office, Austin, was here to-da spect the armory and equipments Waco Light Infantry. He reports thing in first class order.

One Brother Sues Another.

CLEVELAND, OHIO, Aug. 12. morning when the Detroit boat from over the lake, a deputy sheriff a summons on John Topliff, one passengers. The summons in him that his brother, J. N. Topliff city, had sued him for $100,000. men make buggy tops, and John of Elyra, is charged by J. N. T using one of the latter's patents.

Accident in Georgia

CONGA, GA., Aug. 12.—A pa train on the Brunswick and Flo off the bridge at Albany last nigh ing only the engine on the track cars were all smashed except the Thirteen persons are reported wo but none killed.

Peace, joy, content, an even te full realization of the blessings arise from a healthy body. But tions of the digestive organs bring unrest, irritation and despondency ris' Cascarine is a panacea for the

The Finest Repeater in the Wor
At Anderson's gun store.

that the other five would scare a reporter from the field is fighting men and kill some

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AS, SATURDAY, AUGUST 13.

ATEST RETURNS.

red and Fifty-Four Counties w 85,588 Anti Majority.

e Gazette.

KINNEY COUNTY.

VILLE, TEX., Aug. 12.—The re the Kinney county official For prohibition, 39: against,

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ndment to section 21, article 3, st, 102.
ndment to section 11, article 7, st, 61.
ndment to section 12, article 8, st, 58.
ndment to section 4, article 6, st, 18.
endment to article 5, 202

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EDWARDS COUNTY.

e Gazette.

TEX., Aug. 12.—The official dwards county is as follows: ibition, 72: against, 116.
ndment to section 21, article 3, st, 129.
ndment to section 11, article 7, , 70.
ndment to section 12, article 8, , 40.
ndment to section 4, article 6, , 58.
ndment to article 5, 52: against,

was found on the person of Lindsay after he was wounded, and the fact that his right hand was riddled with shot has led to a theory that he attempted to draw his weapon, when he was shot. Lindsey lingered until 9 o'clock to-night, when he died. The affair has caused considerable excitement in this city.

WASHINGTON NOTES.

SATISFIED WITH LUCE.

WASHINGTON, Aug. 12.—It is reported from Halifax that Admiral Luce is to be relieved from command of North Atlantic station. One story is current that he is to be relieved at his own request, another that Secretary Whitney will relieve him upon arrival at Bar Harbor, where both are due in a few days. Luce's request to be relieved has not been received at the Navy Department, and the Secretary this afternoon denied the truth in the story of his intention to relieve him.

GALVESTON HARBOR REPORT.

Special to the Gazette.

WASHINGTON, Aug. 12.—The report on the improvement of Galveston harbor has just been made public and the facts shown are of great interest. Since the suspension of work in April last, the necessity for the speedy accomplishment of this work has become more apparent, in fact has become notorious. The order of construction is to first raise the present

THE FI

An Insane

MADISON, WIS., Mendata insane as stroyed a large fra the institution, on eleven head of the the Holstein buil nearly all the far sleighs, etc. The with no insuran asylum was a la 502 panic stricke shalled in the hall ating the building

A Pitt

PITTSBURG, PA The Penny Pre Temple and the joining the Dispat LATER—The th tais hour there ar department gettin trol. The burnin costliest in the cit very heavy. The has been called on nine-story building building are in da the Dispatch have

To Farmers N

Excursion tick

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HOUSTON, Tex., August 13.—The cotton market quiet and unchanged. Sales, 139 bales. Quotations: Ordinary, 7⅝c; good ordinary, 8⅛c; low middling, 8⅝c; middling, 9⅛c; good middling, 9⅜c; middling fair, 9⅝c.

THE RIESNER-LINDSEY HOMICIDE.

The excitement attending the killing of Malcom S. Lindsey by Ben A. Riesner, in the Fourth ward north has entirely subsided. Lindsey has been laid away in the cemetery and Riesner remains under arrest at his home on Union street, with the stern realities of the situation staring him in the face. The shooting of Lindsey was the result of one of those family troubles that even the law, with all its subtleties, can not always fathom. A young mother and a little babe, a gray-headed mother, a good citizen and a quiet and unostentatious family, are engulfed in an instant in woe and trouble that during the lifetime of the actors will have no ending.

Yesterday evening and last night rumors of all kinds were flying fast, and the newsgatherers were compelled to sift all they took in hand and select with care. One thing was certain—Lindsey was lying on rugs and quilts dying in the rear of Riesner's yard, with bullet holes in his body, while Riesner lay on a sofa in the front room of his cottage prostrated with fever and excitement, in the hands of officers of the law.

After the shooting, about 5 o'clock, a telephone message was sent from the Fourth ward north to police headquarters, when Justice Railey was notified of the occurrence. He sent Deputy Constable Burney to the scene of the shooting with an order to arrest Riesner. When Burney got to Riesner's he found that the arrest had already been made by Officer Hodgson, who turned the prisoner over to Sheriff Ellis and his deputies. On the arrival of Justice Railey he ordered that the prisoner be held in custody. Sheriff Ellis concluded not to send Riesner to the county jail, owing to his almost utter prostration, and placed him in the keeping of Deputy Erickson. Justice Railey then issued a warrant, charging Riesner with assault with intent to murder, which was placed in the hands of the sheriff. After performing this work, Justice Railey remained with the wounded man until removed to his house on Decatur street, which took place about dark. Before the removal, Lindsey made a dying statement to the justice, having called him to his side. The statement was not taken in writing. Before he made it he said that he would not live twenty minutes. At the close of the statement he asked to have a priest sent for. Father Murray was summoned and administered sacred duties to the dying man as he lay in the yard. Then followed scenes that have already been described—the coming and going of people, the moaning and broken talk of Lindsey, the attentions of Dr. Jim Boyles, the scene of the weeping mother, and finally the removal and death

August 7—Julia Schn
rial fever.
August 8—Oscar Blac
tion.
August 9—Maria Tr
chronic bronchitis; Mr.
aged 6 days, trismus
Butterfross, aged 16, oc
August 10—Ella Pla
sions; A. Medlenke, ag
cebility; Thomas Free
52, dropsy; child of
aged 2, pneumonia; N
months, general debili
August 12—M. S. Li
shot wound. B

CAPTURED BY SH

Last night Sheriff
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lake the sheriff located
handcuffed him and t
him in. The prisoner
jail, where he will rem
tried.

SUIT FOR PA

The following entitle
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D. F., and E. S. Busch
vs. Louis Alcayis et
that they are the own
the undivided one-ha
tract of land in Harri
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part of a league, origin
Whiting, situated on
creek, about twenty-fiv
wardly from the city of
ers pray for partition
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being unknown or dea
by publication issue aga
all general and special

COMMISSIONER

The Commissioners'
with Judge Anders pr
commissioners present.
The quarterly report
Oliver was examined a
After examining a nu
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the term.

HEADLIGHT

To-morrow evening
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Pacific general freight
San Antonio, where he
ant traffic manager, und
the Aransas Pass rail
been in Houston seven
respected in the best cir
will be greatly missed b

BABE BALL

Manager Robert wil
Herald team on the He
to-morrow (Sunday)
bats with the picked ni
The new battery, Berke
make a bold front in
new Herald men that ar
a result of the late revi
team. The Galveston
ported by a large crowd
Let the Houstonians bac

RELIGIOUS N

. The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 110, Ed. 1 Sunday, August 14, 1887. Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466991/. Accessed October 15, 2015.

coming and going of people, the morning and broken talk of Lindsey, the attentions of Dr. Jim Boyles, the scene of the weeping mother, and finally the removal and death at 9,04 p. m.

Many reports prevail as to the conduct of Lindsey before the shooting, all going to show that he was in an ugly frame of mind. On Thursday night, a few minutes before 12 o'clock, he passed by the Capitol hotel with a double-barreled gun in his possession. On reaching the corner he turned and walked to the billiard hall, entered it and handed the gun to Alexander Burgaminie, in charge of the bar, and asked him to take charge of it until morning, that he intended to go on a hunt. Mr. Burgaminie took the gun and placed it behind the counter, not knowing Lindsey's name. After the shooting he learned that he had in his possession the gun that formerly belonged to Lindsey. He now holds it, subject to the orders of the authorities. Both barrels are loaded.

The following are the proceedings of the inquest held to-day at 8 o'clock by Justice Breeding:

Dr. Jim Boyles, sworn: I am a practicing physician in the city of Houston, and was called yesterday (Friday, August 12), to see Mr. Lindsey. On arriving I examined deceased, and found the following gun-shot wounds: One ball entered the back of the right hand, between the thumb and index finger, and made its exit in the palm. Four entered the back of the hand, breaking the third metacarpal bone, and making their exit in the palm. Two struck the middle finger; one entered the first phalanx, breaking it, and passing out the side of the finger, the other passing through and breaking the third phalanx. One struck the little finger, passing through and breaking it. Two flesh wounds entering the inner surface of the arm, passing externally to radius and ulna and passing out on the outer surface. One struck the second lumbar vertebra, glanced and went into the abdominal cavity to the left. Two entered within one inch of the spinal column, to the left lumbar region. Three entered one and a half inch to the left of the spinal column. Four entered just above the crest of ilium. Four entered one inch to the right of the spinal column. Two grazed the left side, glancing to the left and making slight flesh wounds. These wounds produced the death of the deceased. The balls evidently that passed through the hand made some of the wounds in the body.

Mrs. E. A. Barr, sworn: I was in my window. It is so near to Mr. Reisner's fence that I can't open my blinds. It is near twenty feet from the shooting. Wouldn't be positive as to the exact time, but in the afternoon of yesterday. The first that I heard was Mrs. Reisner saying: "Go back, go back. What made you come into the back gate?" She was talking to Mr. Lindsey, the man who was killed. He didn't go back, but pushed ahead to the doorstep. She asked him what he was going to do. The next I saw was Mr. Reisner fired the gun at Mr. Lindsey, who at the time had his hand behind his back at his hip pocket, and he threw up his hand, which had blood on it, just after the shot was fired. Then he ran a piece and fell. Jim Flewellen was the first man who got to the man after he

team. The Galveston t
ported by a large crowd
Let the Houstonians back

RELIGIOUS NO

First Presbyterian C
Main and Capitol streets
at 11 a. m. only. In t
pastor, Rev. E. D. Junki
be preaching by Rev. J
Strangers and citizens
Pews free. Sabbath sch
Wm. F. Irwin, superinter

First Presbyterian Mis
at 4.30 p. m., in the Germ
Fourth ward north. Capt
superintendent.

Shearn Memorial Chur
Texas avenue and Travis
at 11 a. m. and 8.15 p. m. b
mone, pastor. Subject o
Sins beside the Sin of Ind
day-school at 9 30 a.m.; W
tendent. Prayer meeti
day evening at 8 15 p. m.
dially invited to attend t

Morning subject at the
church—The Sabbath.
Relationship of the Chur
of the Earth.

SONG SERV

The usual young men's s
held to-morrow (Sunday)
rooms of the Young Men
ciation, corner of Main
avenue. R. W. Gray will
day.

JUSTICE RAILEY'

Henry Kellum, commit
and costs.

Frankll, vagrancy; $1 a

DESTITUTION AN

A report reached the br
News to-day that the f
Mrs. Thompson, worthy
want and great distress
they lost a child by f
Thompson is lying at th
and the children, five in n
ing for something nutrit
Thompson is out of work
cated outside of the Fifth
stock-pens, on the New
Speedy action should be t
these little children and t

NOTES OF THE

George Fitzgerald is
some frame building on t
sier and Fannin streets.

Dr. T. J. Boyles will rem
cottage on the corner of
avenue to another spot
mences to erect his fin
building.

There will be a lawn fe
night, August 15, at the r
Schupirine, on Houston
First ward. The festival
the teachers of the Pres
school of the Fourth ward

The ladies of the Olive
ciety will give a lawn s
street, in the Fourth w
Olivet Mission Sunday-sc
Tuesday evening. The gr
luminated with Chinese l

Joe Nichols, A. F. Lo
James will leave via the F

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The justice rendered a verdict that Malcolm S. Lindsey came to his death from gunshot wounds inflicted by Benjamin A Reisner on Friday, August 12.

Only sufficient evidence was taken to-day on which a verdict could be based, and at the suggestion of County Attorney Gillespie and Hon. Charles Stewart, for the defense, on account of the sickness of defendant, the examination was postponed until next Wednesday, when all the facts will be developed.

BURIAL OF LINDSEY.

The funeral of Malcom S Lindsey took place at 4 o'clock this afternoon from deceased's late residence, on Decatur street. Wall & Noland took charge of the remains and interred them in the Glenwood cemetery. Lindsey's wife, mother and other relatives were in attendance, besides a number of friends, who bore a kindly feeling toward deceased.

DEATH OF A VETERINARY SURGEON.

At 12 o'clock to-day Dr. Tom Cooper, an old and well-known veterinary surgeon, died at his office, on Prairie street, between Smith and Louisiana. He was 81 years old and an Englishman by birth. Years ago he was in the livery stable business in Galveston, running omnibuses and transfer wagons. He finally sold out in Galveston and went to California. After remaining

ciation, corner of Main street a
avenue. R. W. Gray will be leade
day.

JUSTICE RAILEY'S COURT.

Henry Kellum, committing an a
and costs.

Frankil, vagrancy; $1 and costs.

DESTITUTION AND DEATH.

A report reached the branch offic
News to-day that the family of
Mrs. Thompson, worthy people,
want and great distress. A few
they lost a child by fever. M
Thompson is lying at the point
and the children, five in number, a
ing for something nutritious to
Thompson is out of work. The bo
cated outside of the Fifth ward, nea
stock pens, on the New Orleans
Speedy action should be taken in b
these little children and the dying

NOTES OF THE TOWN.

George Fitzgerald is putting up
some frame building on the corner
ster and Fannin streets.

Dr. T. J. Boyles will remove the o
cottage on the corner of Fannin an
avenue to another spot before
mences to erect his fine brick
building.

There will be a lawn festival on
night, August 15, at the residence
Schupirine, on Houston avenue
First ward. The festival will be g
the teachers of the Presbyterian
school of the Fourth ward north.

The ladies of the Olivet Mission
ciety will give a lawn supper on
street, in the Fourth ward north
Olivet Mission Sunday-school yard
Tuesday evening. The grounds wi
luminated with Chinese lanterns.

Joe Nichols, A. F. Lockett and
James will leave via the Houston a
Central road to morrow night for
attend the grand lodge session of
of F., a colored organization.

The Commissioners' Court will
regular session on the second M
November.

Captain Dan Scanlan's house l
was the scene of a complimenta
his niece, Miss Martha Hanson of L

PERSONAL.

S. F. Carter of Beaumont is in the
F. J. Blanton of Gainesville is in
Samuel Newell is in the city fr
Orleans.

J. P. Kennedy of Philadelphia is
the city.

Sylvain Blum and Samson Heide
were up from Galveston to day.

Miss Ida Ehinger, an accomplishe
lady of Navasota, is in the city visiti
A. W. Littig.

J. P. Weill, St. Louis; Samuel
New Orleans; J. H. Gates, Pittsbu
H. B. Dick, Georgia; F. J. Blanton,
ville; John Bird, J. J. Boynton, G
T. Reis, New Jersey; J. P. Kenerd
delphia; D. O. Martin, Chicago; S.
ter, Beaumont; Wm. Heas, New Y
L. Anderson, Cincinnati; W. O.
Texas, are at the Capitol.

Texas Express Company.

Offices of this company have

. *The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 110, Ed. 1 Sunday, August 14, 1887.* Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466991/. Accessed October 15, 2015.

fastest horse in that section of the country, having run many races and never having been defeated. To-day Jeff was taken to the Fair grounds track for training. He will be kept in the stables of the grounds until the day of the race. While no other racing arrangements have been made up to the present time, it is probable that some fine local horses will be matched for fat purses. One of these animals is Starlight, that won two races last week—one over Black Rover of Galveston, and the other over Black Jack of Fort Bend county. Jeff is now being trained by E. T. Lewis, who handled Riderless Dick with so much success. The crowd to witness the races on the 30th of this month will certainly be very large.

THE RIESNER-LINDSEY EXAMINATION.

To morrow (Wednesday) forenoon at 10 o'clock, before Justice Breeding, the Riesner-Lindsey homicide examination will take place. The examination has been postponed on account of the weak condition of Mr. Riesner, charged with the killing. About twenty seven witnesses have been summoned and will no doubt all testify to the shooting or circumstances leading to it. A few days previous to the tragedy that caused so much excitement in the city Mr. Riesner was confined to his bed with fever. At the time of the occurrence he was convalescent, but the intense excitement following the act of shooting Lindsey with the double-barreled shot gun again prostrated him and brought back the fever. Since the tragedy Reisner has had the sympathy of almost the whole community, an opinion prevailing that he was driven to the act through a good and real dread of being attacked by Malcolm S. Lindsey. The examination of to-morrow will no doubt give to the public a clear insight into incidents preceding and leading to the bloody scene in Mr. Reisner's back yard.

The examination will be held in the Criminal Court-room. During the day Deputy Sheriff Erichson summoned the following persons as witnesses: Sheriff Geo. Ellis, Deputy Sheriff Albert Erichson, Policeman Wm. Hodgson, Sophia Riesner, Mr. Bond, George Underwood, Mrs. Mary Edwards, Mrs. E. A. Barr, Dr. Jim M. Boyles, F. Schweikart, Dr. Daniels, A. R. Railey, Willie Swope, J. S. Swope, J. J. Swope, G. H. Walker, D. C. Green, Fred Minster, Jennie Adams, Fannie McPherson, Charles Olschefsky, Mr. Leatherberry, Henry C. Thompson, Mr. Flewellyn, Mr. Cagle, Sam Edwards and John Twohig.

AT HER OLD TRICKS.

During the past few years a colored woman named Ellen James has been going about the streets, business houses and even the court-house, seeking alms, claiming that she was trying to raise money with which to bury a dead child that was lying at home uncoffined. For a long time she succeeded in duping the public and realized considerable money. Exposeure finally followed, and the law took hold of her as a vagrant and assessed punishment at various times. But the fines and imprisonment did not have any influence on her, she plying her old vocation whenever convenient. This morning she was again before Justice Breeding on a charge of va-

Ellen James, vagrancy; $
Tom Markey, assault an
tinued until to-morrow (We

MAYOR SMITH'S C

Dick Richards, assault an
seven days.

NOTES OF THE TO

J. W. Stansfield of this ci
peaches from his garden tr
resemblance, and have a fl
that of the apricot. Altho
over the medium size the fr
stone measured three quart

The Woman's exchange
last night at Turner hall wa
The programme was neatl
the amateurs of the city.

The Second ward colore
will soon have two room
Charles Bering will do th
been awarded the contract.

Workmen are rapidly pu
the new building on Milam
the market-house. When
prove an ornament to that
city, and will leave unbroke
the market-house, with the
streets.

Mayor Smith, Alderman
Railey, Constable Glass, C.
other gentlemen will go on
row (Wednesday).

Manager Robert Adair o
Herald club is making arra
further strengthening of
played so well Sunday. He
new short stop and third b
will be first class men.

PERSONAL.

Al. Donnaud, traveling co
the Times-Democrat, is ag
Al. is a thorough going new
few months ago he was here
ic company from New Orles

Mrs. P. M. Ollivier and
Spann, her father, went up
county this morning to
Thence they will go to El
afterwards to Wootan Well
main away six weeks.

Captain Jim Freeman,
planter and stockman, wa
day.

Visitors to the Cotton exch
of trade: J. A. Handley,
Hand ey, Moscow; U. G. F

Texas Express Co

Offices of this company
been established at the fol
on Gulf, Colorado and San
Gainesville, Honey Grove,
Embree, Celeste, Ladonia,
ville, Gerald, Kylie, Hasler
Sanger, Valley View, Meritt

SHREVEPORT

Working Hard to Make the
Success.

SHREVEPORT, LA., Augu
Matt L. Scovell, secretary o
ciation, left for Dallas
business trip. The Dallas

. The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 113, Ed. 1 Wednesday, August 17, 1887. Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466695/. Accessed October 15, 2015.

THE GALVESTON DAILY NEWS

BAYOU CITY BUDGET.

G GIRL DROWNED IN THE BAYOU

Talk With Messenger Smith—Ben ner Declared Not Guilty—Notes of the Town and Personals.

ron, Tex., October 25.—The cotton closed steady and unchanged. Sales, es. Quotations: Low ordinary, 6 ⅝c; y, 7c; good ordinary, 8c; low mid- 9 16c; middling, 9c; good middling, iddling fair, 9⅝c.

TRAIN-ROBBER EXTERMINATOR.

'clock to-day J. E. Smith, the train- exterminator, arrived in the city orted at Wells-Fargo express head- s. A short time after his arrival ws correspondent met him at the aph gallery of C. J. Wright and leasant conversation with him. In to a question, he said:

ne here in obedience to an order of tendent Nichols of the Wells-Fargo company."

you about to receive a reward for lection you gave the company's y?" was asked him.

totally in the dark as to the inten- f the company in the matter," re- r. Smith.

the newspaper reports of the ex- some been truthful?"

alogether. One correspondent re- hat when I shot the first robber that the muzzle of my pistol against r, and as I fired said: 'Die, d—n used no such language. In fact have time to say anything during ting. During my whole life I have sed any profane language."

t kind of a torpedo did the robber

a giant-powder torpedo—a blast- edo. It was not made of dynamite, thrown about one minute after the opped. After the explosion I was out. Before the explosion I was y with my work in the car. It is ly very heavy during twelve miles n El Paso. Of course I was taken rise and went out almost mechani- ot knowing how many men were on ide. On discovering only two men at the car could have been success- fended. Good luck favored me. I ered into the car to light the lamp. man, Lon Hegar, was helping the into the car. I saw my opportunity , and did so with effect."

re were you born?"

reanville, Ill. I have lived in Texas

street, and witnessed the presentation of a beautiful gold-headed walking-cane by John J. Fant to John H. Lang. Remarks full of feelings of admiration were uttered by Mr. Fant in presenting the cane, which was received by Mr. Lang in a speech composed of beautiful and warm sentiments. It was a pleasant affair, and one that will not soon be forgotten by those present.

BEN A. RIESNER NOT GUILTY.

The trial of Ben A. Riesner, charged with killing Malcolm S. Lindsey, took place to day. The defendant was represented by Congressman Charles Stewart and District Attorney W. C. Oliver looked after the interests of the state. The testimony on both sides was all heard at 1.30 o'clock, when counsel commenced their arguments. At the conclusion of the arguments, Judge Cook, in his usual clear and logical style, delivered a charge to the jury. The jury left their seats and retired to the jury-room, but only remained there long enough to write a verdict. They returned with a verdict that Mr. Riesner was not guilty. The prisoner was at once discharged from custody and walked from the court room a free man.

The shooting of Mr. Lindsey took place last summer, in the back yard of Mr. Riesner's house, in the Fourth ward. Deceased called at the house and attempted to enter for the alleged purpose of seeing his wife, from whom he had parted after a violent scene. His wife was the sister-in-law to Mr. Riesner, and declined to see him. Mr. Lindsay made a demonstration, as if determined to enter against the will of the inmates. At the time of the visit Mr. Riesner was at home ill. He picked up a double-barreled shotgun, stepped outside of the building and fired, filling Mr. Lindsey's body with buckshot. The wounded man lay on the ground for a few hours, but was finally carried to his home, which was only a short distance away, where he died during the night. If Mr. Lindsey had led a sober life there would have been no cause for trouble between himself and wife. Sober he was a peaceable and clever man. Drunk he was demonstrative, troublesome and dangerous. While many felt sorrow at the sudden ending of the life of poor Lindsey, all good citizens feel gratified that unfortunate Riesner has passed through the judicial fire unharmed.

THE GOVERNMENT BUILDING.

Captain Abram Cross, who was given the contract for surveying and preparing the grounds for the construction of the new postoffice building, is now busily at work discharging his duties. He is having such excavations made as are essential to the proper beginning of the foundation. He has a good force of men now at work. The ground is on the corner of Franklin and Fannin streets.

REAL ESTATE TRANSFERS.

Following are the transfers to-day:

Henry Hasche and wife to Christian Rumple, 100 acres out of the Rich. Rawles

DYSPEPSIA

Causes its victims to be miserable, hopeless confused, and depressed in mind, very irritable, languid, and drowsy. It is a disease which does not get well of itself. It requires careful, persistent attention, and a remedy to throw off the causes and tone up the digestive organs till they perform their duties willingly. Hood's Sarsaparilla has proved just the required remedy in hundreds of cases.

"I have taken Hood's Sarsaparilla for dyspepsia, from which I have suffered two years. I tried many other medicines, but none proved so satisfactory as Hood's Sarsaparilla. THOMAS COOK, Brush Electric Light Co., New York City.

Sick Headache

"For the past two years I have been afflicted with severe headaches and dyspepsia. I was induced to try Hood's Sarsaparilla, and have found great relief. I cheerfully recommend it to all." MRS. E. J. ANNABLE, New Haven, Conn.

Mrs. Mary C. Smith, Cambridgeport, Mass., was a sufferer from dyspepsia and sick headache. She took Hood's Sarsaparilla and found it the best remedy she ever used.

Hood's Sarsaparilla

Sold by all druggists. $1; six for $5. Made only by C. I. HOOD & CO., Lowell, Mass.

100 Doses One Dollar.

AUCTION SALES.

S. M. Penland & Co.,

Auctioneers and Commission Merchants
200 and 204 Strand.

FRAME HOUSE

WE WILL SELL ON WEDNESDAY, OCTOBER 26, at 12 o'clock, on the premises,

The Two-story Frame House and Outbuildings,

Situated on the south side of Market street next to the corner of 27th street.

Houses to be removed, or a new lease to be made with owner of the ground.

S. M. PENLAND & CO.,
Auctioneers

. *The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 183, Ed. 1 Wednesday, October 26, 1887.* Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466215/. Accessed October 15, 2015.

:. Lindsey about twenty five feet from the ck gallery, lying on his back. Found n wounded in the hand. Mr. Lindsey oked up at him and said: "It is awful rd to die this way." Told men standing ar to keep their hands off Lindsey. He ked for water. As he drank he said the ter was running out of his side. He ked to be turned over, saying that he nted to vomit. He threw up blood. und the shell of a shotgun cartridge in e of Mr. Lindsey's pockets. Pulled up s shirt to look for weapons, because deased usually carried them in front. He d his partner on the police force the turday night before found two pistols Mr. Lindsey—a 44 and 45-caliber,| but d not know his papers had been revoked. ly examined the wounded man on one de, leaving that duty to a deputy sheriff. d not ask Mr. Lindsey whether or not he d a pistol. Did not take a pistol from r. Lindsey's person. One or two men re present when he arrived [redacted] the ound. He believed from the [redacted] that e first shot was fired in the [redacted]—it unded as if a person knocked with a stick a dry goods box. The second shot he ard distinctly. When witness found pis- s on Mr. Lindsey that individual had th him papers giving him authority to rry arms. Deceased was a very crabbed an. He would lay for a man but would t stand in front of him; would drink all ght with him and would then hit him over e head. I would be afraid of such a man. Court adjourned until half-past 2 o'clock Mrs. Riesner, sworn: Is wife of defend- t, and was present at the time of the uggle, Friday, August 12, 1887. Mr. Lind- y sent a small boy over to the house for me clothes. His wife said she was afraid go over (meaning to Lindsey's resi- nce). Witness told her if she was afraid take Mrs. King with her. Mrs. King id: "No; I would not go over for this use full of money." Witness then suggest- that she send over the key of the house him. She sent him word where he could d the key, and he said he would not go less she would come and give the clothes him. Then Mrs. Lindsey said she did t know what to do. Witness told her not go. Mr. Riesner advised her likewise. then sent over again. Mrs. Lindsey en sent word that she was over at Mrs. dwards', sick. She sent the key and he nt over again for her. He then ent over to Mrs. Edwards. He then nt word that he wanted to see her her room. Mr. Riesner was lying the lounge. He saw the boy when he tered the yard and said: "Jenks, what es that boy want?" Witness told him at he had a message for Mary. He said: Tell him to get out and not to bring any ore messages here." Witness went in here she was, and Jennie Adams came in e sitting room. She said: "Aunt Jennie, am afraid; what shall I do?" Jennie ent out. Witness also went t. As she did so she saw Mr.

Henry C. Thompson, sworn: He saw Lindsey between 10 and 12 o'clock the day he was killed. Saw the handle of a rubber stock pistol on his right side. He was talking to Mr. Campbell, the railroad conductor. Saw the butt of the pistol when he accidentally threw his coat back. He came up the street with Mr. Fisher and Albert Erichson. That is the last time he saw him.

John Towhig, sworn: He worked for Mr. Riesner. Several months ago Mr. Riesner came up to give me some orders in reference to work. Lindsey was following him in a threatening manner with a knife in his hand. He began picking his nails and said to Mr. Riesner: "By G—d, I want an explanation." Mr. Riesner replied: "I have a right to decline any invitations extended me." He then walked away and Lindsey followed, still holding the knife, partially concealed, in his hand.

Albert Erichson sworn: He arrested deceased the night previous to the killing on a charge of drawing a pistol on his wife, and also had a writ of habeas corpus for the baby which he had taken from his wife on Thursday. Was with him when the case was called and continued on the morning of the killing. After the case was continued witness placed Lindsey under bond for his appearance the next morning. About 8 p. m. on the day of the killing deceased came to the Metropolitan saloon in a buggy and asked him to go over to his house with him. He declined to do so, and advised him not to go. He drove witness to his room. When he got out of the buggy Lindsey said, "Al, goodby, old boy. By G—d I'm going to have blood before night." Witness saw him again after he was shot. He said he was dying, and also said to take his pistol and give it to Mike Flocck. Witness didn't find the pistol. Deceased was conscious of approaching dissolution. He said, "Albert, go and arrest Ben Riesner; he has murdered me." He called his mother and asked her to tell his brothers not to avenge themselves.

George Underwood, sworn: Testified to various threats by deceased to kill defendant Riesner, which witness had indirectly communicated to defendant.

George Walker, sworn: Deceased came to his store one day before the shooting. He had his baby in his arms, and also had a double barreled shotgun. He told witness he had to have it or kill somebody. Witness refused to lend it to him. He then said he would do, and that he had to have that much or he would have to kill somebody.

Sam Edwards, sworn, says: Saw deceased going down the street in the direction of Riesner's house about twenty five or thirty minutes prior to the shooting. He had a pistol then. Witness saw it under his vest.

At the close of the evidence the defense submitted the case without argument. Justice Breding at once placed the bond at $1000 for Mr. Riesner's appearance before the Criminal Court at its next term.

REAL ESTATE TRANSFER.

J. C. Singleton and wife to Wm. Lock-

next Tuesday, August 23, at 5 District Court room. The f mittees will make reports:

Committee on Organization—chairman.

Committee on Membership. Lubbock, chairman.

Committee on By laws—Fr chairman.

Committee on Correspond Bamberge.

Committee on Ritual—L. niere, chairman.

At the coming meeting a p ganization will be perfected federates who were present rolled their names at the prell ing last May, and ex-confeder not present, but desire to beco are cordially invited to attend next Tuesday evening and names and participate in the

JUSTICE BAILEY'S CO

Annie Timpson, vagrancy quit.

Monroe Williams, assault dismissed.

Miss Lassite, vagrancy: costs.

Charles Matthews, affray; $ Julia Brazos, affray; $1 and

MAYOR SMITH'S COU

R. C. Lay, obscene languag days.

Joe Wilson, drunk and do days.

NOTES OF THE TOW

John Davis, colored, who re self as foreman of fire com that there will be an excursio and back for the benefit of hi October 1, at 5 o'clock in the is getting in his excursion wo day.

The grand stand at the He be completed this week. It some, comfortable and expos breeze. Its seating capacity

The foot ball club will not until the hot spell subsides.

Jacob Bruecmann died th 7:30 o'clock at his residence street. He was aged 21 year

Nate Sam is now in New making great headway in h clers and practicing the sl twirl and the in shoot. His f greatly reduced since he co work.

The infant child of John M. died this morning at 30 Chart was buried this evening.

The Herald will cross bat with a Galveston nine.

PERSONAL.

Captain D. D. Felder, acc his wife and Mrs. J. E. Cat the city last night from Halle were en route to the capital Greer's bar on.

Tobias Mitchell, of the Gl left this evening for St. L.

. The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 114, Ed. 1 Thursday, August 18, 1887. Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466253/. Accessed October 15, 2015.

THE GALVESTON D

HE BAYOU CITY BUDGET.

AMINING TRIAL OF BEN RIESNER.

wned in a Cistern—Damage Suit Filed—Court Cullings—Town Notes and Personals.

ouston, Tex., August 17.—The cotton rket closed quiet and unchanged. Sales, bales. Quotations: Ordinary, 7⅞c; good linary, 8c; low middling, 8⅜c; middling, 8c; good middling, 9⅛c; middling r, 9⅜c.

THE RIESNER LINDSEY EXAMINATION.

t 10 o'clock this morning the Criminal urt room was well filled with white peo- to hear the legal examination of Ben A. sner, charged with the killing of Mal- m A. Lindsey on August 12, in the Fourth rd north. Mrs Riesner and four other ies were present, having been summoned witnesses.

efore 10 o'clock the prisoner came into court room, and was greeted by numer- friends. Although self-possessed, he ked thin and weak from his recent spell sickness, and the ordeal that he had sed through on the day of the tragedy.

. K. P. Gillaspie, county attorney, acted the state, District Attorney Oliver being sent. The Hon. Charles Stewart ap- ired for defendant.

t 10.16 the court opened, the witnesses ng called by Deputy Sheriff Erichson. warrant was read, when the taking of dence was commenced.

r. James T. Boyles sworn: First met dsey only a short time before his death. dsey died from gunshot wounds. The doc- here gave a description of wounds in the ht hand, the testimony in that particular ng precisely the same as the evidence en at the coroner's inquest, except that r balls entered to the right of the spinal umn, besides those that entered to the . Lindsey said to him just before death: want to die in the man's yard who shot ." The wounded man was moved to his idence about 7.30. He died about 9 lock. There is no doubt that the balls t passed through the hand entered the y. It would appear from the wounds f deceased's right side was turned at an gle toward the party who shot him, with right hand down about the lumbar ion. He was struck in the left side with glancing shots, they passing from right left. The wounds in the hand and arm responded with those in the body.

Mrs. E. A. Barr sworn: Live near Ries- r's. Attention was called through Mrs. sner's hallooing and telling Mr. Lindsey o out of the yard. He did not mind but Lindsey coming on the back g-llery. She then waved her hand at him and said, "Mr. Lindsey, what do you want?" He said "All right." Witness said, "Get out; what have you come here to do? I do not want you in here." He said, "I thank you," and kept twirling his handkerchief, advancing toward her, not waiting to hear what she had to say. She saw he would not get out, when she got excited and said: "Get out! get out! Mr. Riesner is in the house. My God, what shall I do?" He was then looking in the kitchen to see who was in there. She then said: "Mr. Lindsey, please get out," and pushed him out of the door and closed the blind doors. Mr. Riesner then came out to see what the struggle was. Witness was standing holding to the door, which was closed. Mr. Lindsey was on the outside and she on the inside. Mr. Riesner said: "You, Lindsey, get out of here. I don't want any fuss here; I am not going to have it." He said: "Well, Ben—" Mr. Riesner said: "I don't want to hear anything about it. I want you to get out of my yard." Mr. Riesner saw that he wouldn't get out, and then attempted to push him off. Mr. Lindsey then caught hold of him and pulled him off the steps and tore his shirt in the struggle. When witness saw they were struggling she caught Mr. Riesner by the arm and pulled him up the steps. She said: I say, Jenks, you go in the house." Mr. Lindsey then stepped back and put his hand behind him. She then cried out, "Oh, Jenks, go in the house, he is going to shoot." With that Mr. Riesner went in the house, and she did not see him until she heard the report of the gun. The first shot went off accidentally. It went up through the top of the lattice blinds. Before she heard the report of the gun Lindsey stepped back about ten steps and then advanced sort of sideways to see what Mr. Riesner was doing. She thought he was looking for Mr. Riesner, with his hand still on his hip, like he was going to draw a pistol. She then picked up a coal-can and threw it at Lindsey, and said: "For God sake, Lindsey, run." He still seemed to be looking for Mr. Riesner. Then she heard the report of the gun. He then turned to go. He was not running, but was walking sideways, with his hand on his hip. Then Mr. Riesner stepped down on the lower step, with one foot on it and one on the plank which lay on the ground. She looked and saw Mr. Riesner when he fired the last shot, and saw Mr. Lindsey stagger and fall. After the first shot she called for help, and also called for help when the scuffling was going on. Mr. and Mrs. Lindsey had a quarrel the day before. Mrs. Lindsey was at Mr. Riesner's house for protection, etc. From what she heard on the outside she thought Mr. Lindsey would kill Mr. Riesner. People were always putting him on his guard. Her sister two months ago went to their house for protection, when they had a fuss. He at that time threatened to kill her or Mr. Riesner if she came in their yard. He was facing Mr. Riesner sideways at the time of the shooting with his right hand behind him.

wood, 152 acres of lan out of the Adam Smith

FESTIVAL AN

On Tuesday evening, olic ladies of the Fifth tival and supper for t rick's church, on block dition, in the Fifth wa and Providence street supper will cost 25 cent

DEATH IN A

Early this morning summoned to hold a body of Mrs. Sophia H was found dead in a ci A. E. Sternenberg's re street, in the Third w evidence was adduced.

Mrs. M. E. French, neighbors, Mrs. Riechers Riechers has been quite fully recovered. I was ler. Last night, after she seemed to be rest left I gave her a small knock on the door and needed anything. She me to retire. She got a band in California by it seemed to bother her letter he sent his pictur to me, and said: "I husband, but he is not said that he ought to s morning about 6 o'cl Riechers and commenc Mrs. Dunlovitch, a n said that her cistern looking in the cistern I have no idea what in mit the act.

Dr. A. Koebig, sworn tending Mrs. Sophia days. She was suffer I had reduced. I left she seemed to be in goo of no cause for her con

Justice Kelley, after upon the death of Mrs. a verdict that decease from drowning in a cist is to blame about the m

SHARP PR

Steve Geer, colored, arraigned before Justice of theft, and sent to th fault of $200 bond. It came acquainted with ky who owned a wagon duced the old man t Roose auction. After made a large purchase the stuff with the avowe ting it in the wagon. I he took the bundle to a cured money on it. So nce of Geer the old fell he had been robbed. O the matter in hand, fo the goods, arrested Gee a cell at the station hou and Bill Ochiltree, the fied Geer at the trial th arrest. On being taken

. The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 114, Ed. 1 Thursday, August 18, 1887. Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466253/. Accessed October 15, 2015.

lock. There is no doubt that the balls t passed through the hand entered the ly. It would appear from the wounds t deceased's right side was turned at an le toward the party who shot him, with right hand down about the lumbar ion. He was struck in the left side with glancing shots, they passing from right left. The wounds in the hand and arm responded with those in the body.

Mrs. E. A. Barr sworn: Live near Riesr's. Attention was called through Mrs. sner's hallooing and telling Mr. Lindsey o out of the yard. He did not mind but me on facing her. Mr. Riesner then came and shot him. When Mr. Riesner came with a gun deceased turned his right e to him. When Mr. Riesner fired he nped and fell. His right hand was bend him. Could not tell whether hand was in his pocket or bend him. She meant deceased's hipcket. Mr. Flewellyn was the first person reach the body. Did not hear Mr. sner say any thing to deceased. fired at deceased twice. The first t injured his own house. en the last shot was fired . Lindsey was runing away. Defense ght call it running or whatever they sed. Believed that Mr. Lindsey had hand behind him when he was running ay. When the shot was fired he threw his hand. Mr. Riesner and deceased re so close together that she would not positive about the first shot. Mrs. Riesr's begging Mr. Lindsey to leave her rd drew witness to her window. Saw h shots; was looking at the two of them. left the window but for a moment to l her son not to go out. Deceased did draw a pistol; if so she did not see it. ver spoke to Mr. Lindsey in her life. He l after the last shot—jumped and reeled d fell. After the first shot was fired ndsey ran. When he threw up his hand was bloody. Was too much excited to l positions of parties.

. L. Flewellyn, sworn: Saw Mr. Lindsey ing in the back way of Mr. Riesner's rd. About two or three minutes from the e he entered the yard he heard the ots. When the last shot was fired he saw ceased standing on the ground. Could ly see Lindsey's and Riesner's head and oulders at time of shooting. On his arval he found Mr. Lindsey lying on his ck on the ground. Could only see the und in his hand. He asked for a glass water and wanted to see a priest, saying would live only a few minutes. He said t Mr. Riesner has shot him, or murdered m. Did not see the body examined. Mr. dgson was the second man who arrived er the shooting. Witness' store is just ross the street from Mr. Riesner's resince. Mr. Lindsey was at his store the y before in the morning. Witness was nding under the shed of his store when accidentally saw Mr. Lindsey enter Mr. sner's yard. Did not know whether he s armed or not. The day before saw Mr. ndsey carry his child in his arms. He o had a shotgun with him. Heard reaming at Mr. Riesner's house just after . Lindsey passed. Mrs. Riesner and Mr. ndsey are sisters.

also called for help when the scuffling was going on. Mr. and Mrs. Lindsey had a quarrel the day before. Mrs. Lindsey was at Mr. Riesner's house for protection, etc. From what she heard on the outside she thought Mr. Lindsey would kill Mr. Riesner. People were always putting him on his guard. Her sister two months ago went to their house for protection, when they had a fuss. He at that time threatened to kill her or Mr. Riesner if she came in their yard. He was facing Mr. Riesner sideways at the time of the shooting, with his right hand behind him. After the scuffle Mr Lindsey threw his coat back and placed his hand behind his body. Then it was that Mr. Riesner went into the house and returned with the gun. She did not see the gun until she heard the first report. Mr. Lindsey was moving off at the time of the shooting—he was not running, but moving off sideways. At the time of the shooting Mr. Riesner was suffering from a high fever.

Mrs. Mary Edwards, sworn: Mr. Lindsey was at her house about ten minutes before the shooting. He asked if his wife was there. When told that she was not he looked into the kitchen to see for himself. He then swore and said that his wife had driven him to be a wild maniac, and with that he began to pull out his hair and tear his collar. He then asked about his drawing a pistol on his wife. Said he did not recollect about drawing a pistol on his wife. He then asked her if she would do him a favor by swearing in the court swore that he had not drawn a pistol on his wife. She declined to do it. He said that if she swore to certain facts that it would send him to the penitentiary. He said that his wife had sworn so against him that he would be sent to the penitentiary. He made threats to kill himself. After a conversation about his wife he ripped out an oath and said he would get even. She told him that Mr. Riesner was at the house and sick with fever—that she had seen the doctor there, etc. He then started for the door and said, "Mary, good-by; may God be with you. You will never see me no more. You will hear the news directly." He then shook hands and went out of the door and started toward his house. Soon after this she said to her mother: "My God, he has killed Mr. Riesner." He drew a pistol on his wife the day before. The difficulty occurred in his house. She was there. Lindsey asked his wife for his clothes. His wife went out to get them. She handed witness the child to hold. Mr. Lindsey then loaded a pistol. He then took the child and said: "Son, I will take you where you will be taken care of." His wife then threw up her hands as if to beg, and then fell on her knees and begged for the child. He drew the pistol and said to his wife: "Stand back." She fell behind the door. He asked me to get a hat or cap for the baby. He said a handkerchief would do. He had a spat with his wife about the last of May or the first of June. They remained apart then four or five days. He said then that if his wife took his child into Ben Riesner's house he would kill the son of a b—h, or Mr. Riesner would kill him. While saying this he waved his six

Roose auction. After t made a large purchase, the stuff with the avowed ting it in the wagon. Ine he took the bundle to a pa cured money on it. Soon nre of Geer the old fellow he had been robbed. Offi the matter in hand, foun the goods, arrested Geer a a cell at the station house. and Bill Ochiltree, the a fied Geer at the trial that arrest. On being taken b Geer pleaded guilty, with tioned result.

SUIT ENTERED T

Messrs. T. E. Conn and to day entered suit in t under the following title:

John Mexey and Char Thomas F. Loftus and Plaintiffs represent that 12th of August defenda house during their absenc fendants entered without plaintiffs. That having Thomas F. Loftus repre he an officer, having autho Railey to enter the premis from a bedstead, the prop That Thomas F. Loftus sei Charlotte Mexey and vi and thrust from the door and did hold threateningl her person a piece o wood, capable of prod a blow. That while Tho assault her, that Martin L Whitley entered the bed r and threw off the bedcloth quantity of clean wearing bedstead, etc. That defe these took the bedstead f and from their home and to their own use and benef fendants, while removin from the house, constantl and insulted Charlotte M riding away in laughin kisses back at said Ch hands, etc., to the injury feelings to her great dam $1000, and that for reason fendants have injured plaintiff in the further sum

MARRIED LAST E

Last evening E. L. Spau in matrimony to Miss S. mony took place at the r Herbert, on Houston av ding is an employe of t Texas Central railway. Th lar and handsome young l ward north. The Rev. J. silken knot. Among othe the couple was a china s Mrs. C. E. Clark. Mr. and received the warm congra many friends.

EN ROUTE WITH A

B. E. McCullough, Jr., a to-day with a convict from Huntsville penitentiary. to the Cunningham plant to use his skill on the boll room.

. The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 114, Ed. 1 Thursday, August 18, 1887. Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466253/. Accessed October 15, 2015.

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Wm. Hodgson, sworn: Arrived on the ene about two minutes after the shooting. w Mr. Riesner first. Asked him if he d done the shooting. He said yes. Found . Lindsey about twenty five feet from the ck gallery, lying on his back. Found m wounded in the hand. Mr. Lindsey oked up at him and said: "It is awful rd to die this way." Told men standing ar to keep their hands off Lindsey. He ked for water. As he drank he said the ter was running out of his side. He ked to be turned over, saying that he nted to vomit. He threw up blood. und the shell of a shotgun cartridge in e of Mr. Lindsey's pockets. Pulled up shirt to look for weapons, because de- ased usually carried them in front. He d his partner on the police force the turday night before found two pistols Mr. Lindsey—a 44 and 45-caliber, but d not know his papers had been revoked. ly examined the wounded man on one de, leaving that duty to a deputy sheriff. d not ask Mr. Lindsey whether or not he d a pistol. Did not take a pistol from r. Lindsey's person. One or two men re present when he arrived [illegible] the ound. He believed from the [illegible] that e first shot was fired in the [illegible]—it unded as if a person knocked with a stick a dry goods box. The second shot he [illegible]

his collar." He then asked about his drawing a pistol on his wife. Said he did not recollect about drawing a pistol on his wife. He then asked her if she would do him a favor by swearing in the court swore that he had not drawn a pistol on his wife. She declined to do it. He said that if she swore to certain facts that it would send him to the penitentiary. He said that his wife had sworn so against him that he would be sent to the penitentiary. He made threats to kill himself. After a conversation about his wife he ripped out an oath and said he would get even. She told him that Mr. Riesner was at the house and sick with fever—that she had seen the doctor there, etc. He then started for the door and said, "Mary, good-by; may God be with you. You will never see me no more. You will hear the news directly." He then shook hands and went out of the door and started toward his house. Soon after this she said to her mother: "My God, he has killed Mr. Riesner." He drew a pistol on his wife the day before. The difficulty occurred in his house. She was there. Lindsey asked his wife for his clothes. His wife went out to get them. She handed witness the child to hold. Mr. Lindsey then loaded a pistol. He then took the child and said: "Son, I will take you where you will be taken care of." His wife then threw up her hands as if to beg, and then fell on her knees and begged for the child. He drew the pistol and said to his wife: "Stand back." She fell behind the door. He asked me to get a hat or cap for the baby. He said a handkerchief would do. He had a spat with his wife about the last of May or the first of June. They remained apart then four or five days. He said then that if his wife took his child into Ben Riesner's house he would kill the son of a b—h, or Mr. Riesner would kill him. While saying this he waved his six shooter. She told Riesner's wife and also Mrs. Lindsey about it before the shooting occurred.

Henry C. Thompson, sworn: He saw Lindsey between 10 and 12 o'clock the day he was killed. Saw the handle of a rubber stock pistol on his right side. He was talking to Mr. Campbell, the railroad conductor. Saw the butt of the pistol when he accidentally threw his coat back. He came up the street with Mr. Fisher and Albert Erichson. That is the last time he saw him.

John Towhig, sworn: He worked for Mr. Riesner. Several months ago Mr. Riesner came up to give me some orders in reference to work. Lindsey was following him in a threatening manner with a knife in his hand. He began picking his nails and said to Mr. Riesner: "By G—d, I want an explanation." Mr. Riesner replied: "I have a right to decline any invitations extended me." He then walked away and Lindsey followed, still holding the knife, partially concealed, in his hand.

Albert Erichson sworn: He arrested deceased the night previous to the killing on a charge of drawing a pistol on his wife, and also had a writ of habeas corpus for the baby which he had taken from his wife on Thursday. Was with him when the case was called and continued on the morning of the killing. After the case was contin-

[illegible] and thrust from the door of [illegible] and did hold threateningly o[illegible] her person a piece or [illegible] wood, capable of producing a blow. That while Thomas assault her, that Martin Loft[illegible] Whitley entered the bed room and threw off the bed clothing quantity of clean wearing ap[illegible] bedstead, etc. That defenda[illegible] there took the bedstead from and from their home and a[illegible] to their own use and benefit, [illegible] fendants, while removing [illegible] from the house, constantly t[illegible] and insulted Charlotte Maxe[illegible] riding away in laughing d[illegible] kisses back at said Charl[illegible] hands, etc., to the injury of h[illegible] feelings to her great damage [illegible] $1000, and that for reason of [illegible] fendants have injured a[illegible] plaintiff in the further sum o[illegible]

MARRIED LAST EVEN[illegible]

Last evening E. L. Spanidi[illegible] in matrimony to Miss S. Gu[illegible] mony took place at the resi[illegible] Herbert, on Houston avenu[illegible] ding is an employe of the [illegible] Texas Central railway. The b[illegible] lar and handsome young lad[illegible] ward north. The Rev. J. E. [illegible] silken knot. Among other n[illegible] the couple was a china set [illegible] Mrs. C. E. Clark. Mr. and M[illegible] received the warm congratul[illegible] many friends.

BEN ROUTE WITH A CO[illegible]

B. F. McCullough, Jr., arri[illegible] to-day with a convict from th[illegible] Huntsville penitentiary. He [illegible] to the Cunningham plantatio[illegible] to use his skill on the boilers [illegible] room.

ALBERT SIDNEY JOHNST[illegible]

Sam M. Williams, chairm[illegible] Sidney Johnston Camp No. [illegible] that there will be a meetin[illegible] next Tuesday, August 23, at 5 [illegible] District Court room. The f[illegible] mittees will make reports:

Committee on Organization—[illegible] chairman.

Committee on Membership [illegible] Lubbock, chairman.

Committee on By laws—F[illegible] chairman.

Committee on Correspon[illegible] Bamberge.

Committee on Ritual—L. [illegible] nere, chairman.

At the coming meeting a [illegible] ganization will be perfecte[illegible] federates who were present [illegible] rolled their names at the prel[illegible] ing last May, and ex-confeder[illegible] not present, but desire to bec[illegible] are cordially invited to atten[illegible] next Tuesday evening and [illegible] names and participate in the [illegible]

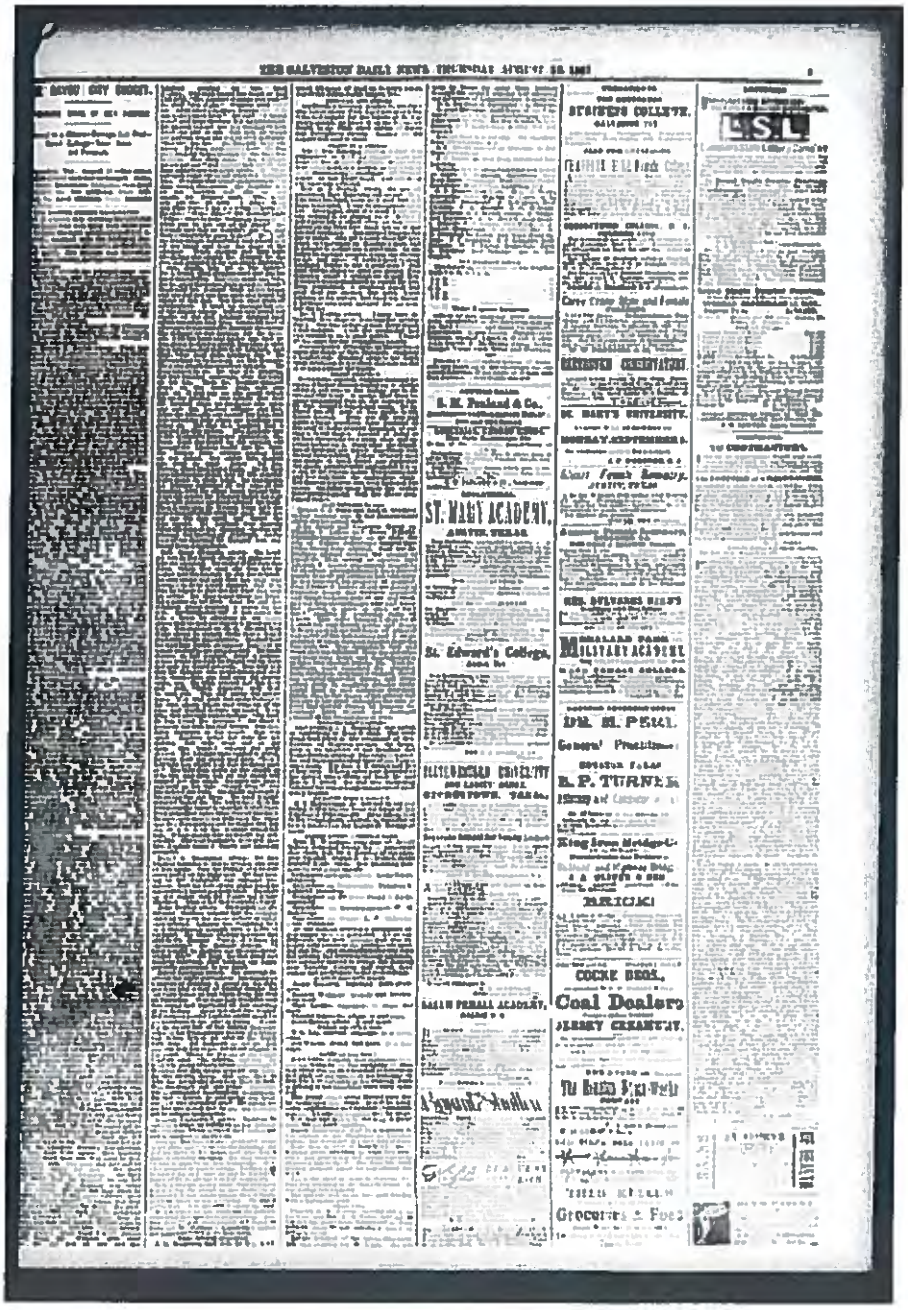
JUSTICE RAILEY'S C[illegible]

Annie Timpson, vagrancy [illegible] quie.

Monroe Williams, assault [illegible] dismissed.

Miss Lassite, vagrancy: [illegible] costs.

. The Galveston Daily News. (Galveston, Tex.), Vol. 46, No. 114, Ed. 1 Thursday, August 18, 1887, Galveston, Texas. The Portal to Texas History. http://texashistory.unt.edu/ark:/67531/metapth466253/. Accessed October 15, 2015.



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Willett, Lorelei - PD

From: Ryan Boehner [redacted]
Sent: Wednesday, October 21, 2015 1:13 PM
To: DuCroz, Diana - PD; Kriegl, Matthew - PD; Walsh, Patrick - PD; Wallace Brown, Margaret - PD
Cc: [redacted]
Subject: 2006 Decatur Addendum
Attachments: 2006 Decatur.pdf; 2006 Decatur[1].pdf

Pat, Maragret, Diana, and Matt,

Thank you for your time on Friday.

As you know, our neighborhood has decided to oppose the 2006 application vigorously. As discussed in person and submitted via email, this application fails to satisfy many of the criteria required for demolition. Below please find additional point by point refutations of the application's arguments.

- Per email sent yesterday to Diana and Matt (attached), Phil Neisel submitted a written offer to Ms. Zhang and Mr. Hellyer. This clearly shows that this application fails to satisfy criteria for demolition as specified on page 8 of the Old Sixth Ward Design Guidelines, and parts (a)(1)(a) and (a)(1)(c) of Sec. 33-247 of the Houston Code. In addition, several neighbors have attempted to contact the number listed on an earlier-posted For-Sale-By-Owner sign; the person who answered would not provide a listing price and would not even confirm the house was for sale.
- Per email from Thomas McWhorter on Saturday (attached), this house retains historic significance both in the Old Sixth Ward Protected Historic District and for the City of Houston. He supports restoring it, as many homes in the neighborhood have been successfully restored despite years of deferred maintenance. This addresses parts (a)(3) of Sec. 33-247 of the Houston Code.
- Kathy Vossler, former Old Sixth Ward Neighborhood Association president, reviewed the 115 page CofA application in detail. Ms. Zhang's account of her purchase differs meaningfully from Ms. Vossler's memory. Whereas Ms. Zhang claims she was the only person willing to purchase the property in 2014, Ms. Vossler recalls that she received many inquiries about the property. Ms. Vossler and other Old Sixth Ward neighbors called the number on the For Sale By Owner sign many times. Often, nobody answered and nobody called back.
- Ms. Zhang's own appraisal shows that the property might be valued at $213,500. She purchased the property for $180,000. Her appraisal estimates a marketing period of under 90 days. This would represent a meaningful, quick return for not doing any work to maintain the house.
- Ms. Zhang chose to leave windows and doors open for months, contributing to the demolition by neglect of this home. The city eventually had to secure the house for her. That neglect makes the house less valuable. Any economic hardship incurred here was avoidable and is self-inflicted, as such does not satisfy the "economic hardship" criterion for demolition under III.A.2 of the Old Sixth Ward Design Guidelines OR the "unreasonable economic hardship" criterion in part a.1. of Sec 33-247 of the Houston Code.
- The neighborhood has not sat idly while the house has deteriorated. Neighbors helped secure the house twice since Ms. Zhang purchased it. We have also helped find buyers. We have met with every willing potential buyer (including Ms. Zhang) to inform them of the protections, of their obligations as homeowner in a protected historic district, and about the prohibition against demolition.
- Ms. Zhang's application suggests that the HAHC denied the previous owner's application because the applicant lacked plans for future or alternative use. I was present when the HAHC denied that application, and would like to suggest another narrative. At the time, commissioners suggested that owners need to learn that while a well-restored historic property might sell for a meaningful

premium, a property in poor condition might sell for a discount to lot value. I suggest that logic still applies to this situation.

- In her application, Ms. Zhang writes, "when I got the title commitment, I found out the house has a dangerous building order....” Ms. Zhang and I have several times discussed the different between neighborhood protection’s tags, and the HPO prohibitions of demolition. We have helped other neighbors secure, stabilize, and restore their properties. There should be no confusion about the prohibition against demolition, or about the what the dangerous building order means or does not mean. We would happily help the owner of 2006 Decatur restore the property and get it removed from the dangerous buildings list.
- The applicant claims that restoring the house would require moving it away from its west property line, and that the house will not withstand a move. One of our neighbors has received a bid from Sipes Brothers confirming that the house would require replacing three sill beams, but would be moveable.
- Rob Hellyer’s estimate warns that the structure may not be restorable. However, members of our neighborhood committee have visited several times and explored it, inside and out, in detail. We understand that it might require sill beam replacement. We understand that replacing sill beams might then reveal rotten studs, and that might then require replacing some of those studs. We recognize that the roof will require substantial repair. We list these because we are aware of the possible challenges and because we have seen them before. We believe they are all manageable repairs. The neighborhood has successfully restored houses in similarly poor conditions in the past. For example, 1909 and 1910 Decatur were both condemned by the city and slated for demolition; they now are intact, contributing, lovely historic homes in the Protected Historic District.
- The HPO requires the owner investigate adaptive reuse. This owner has taken no action to secure, stabilize, or restore this property. She has invested substantial resources, however, in exploring demolition.
- We have uncovered substantial inconsistencies in the estimates submitted by Mr. Hellyer’s firm for restoring the house and for building a new home on its location. We believe these bids do not provide a reliable or reasonable basis for comparison. In addition, we feel deeply concerned that the applicant has only included estimates from his own remodeling company, rather than independent estimates. Has the the city really accepted these “estimates” for consideration? We would like the city and the HAHC to disregard these estimates and require independent bids from firms specifically experienced in similar projects.
- In her application, Ms. Zhang claims she has spoken with several Old Sixth Ward residents who support demolition, but does not identify them. This is inconsistent with the neighborhood feedback we have received. We have received many unsolicited comments from people who support restoration and preservation of this house. This house’s continued deterioration has been a major topic at three recent monthly neighborhood association meetings. On Monday night, the neighborhood association (not just this committee) voted unanimously to oppose this application. The neighborhood association president has re-arranged his work schedule so he can present the neighborhood’s opposition in person.

Finally, we would like to request the city work to stabilize the house as authorized by the "demo by neglect" provisions of the HPO. We would like the city to charge the applicant for this work, securing with a lien against the property if necessary. We would like to request consistent, similar enforcement for other homes in the Old Sixth Ward as well.

Please distribute these as well as our previous letters to commissioners with the packet for this project.

With thanks,

Ryan Boehner
Chair, Historic Conservation Committee, Old Sixth Ward Neighborhood Association

Willett, Lorelei - PD

From: Ryan Boehner [redacted]
Sent: Monday, October 12, 2015 9:00 AM
To: Walsh, Patrick - PD; Wallace Brown, Margaret - PD
Cc: Jane Cahill-West; Adrian Melendez; DuCroz, Diana - PD; Kriegl, Matthew - PD
Subject: Request for meting about 2006 Decatur

Pat and Margaret,

I understand that Rob Hellyer and Chunny Zhang would like to demolish 2006 Decatur, a historic home in the Old Sixth Ward Protected Historic District. I would like to meet with you this week to make sure we are on the same page, with what seems like an obvious denial. I also formally request that you investigate and immediately enforce "demolition by neglect" on 2006 Decatur.

We will not support demolition of this property. I personally met with Ms. Zhang several times before she purchased the property. We discussed its condition in detail, discussed the budget that might be required to secure it and restore it, discussed specific designers and architects with experience to restore it, and discussed that we would not support demolition. We had a detailed conversation about the difference between the neighborhood protection violations (effectively demolition by neglect) and the historic protections. We did hands on work, identifying what part of the house was original and which might be a later addition. We hoped to be reasonable and seek compromise, perhaps allowing partial removal of a couple non-original rooms while retaining original windows and materials from those rooms. In the process, we discovered that the original core of this house was restorable. At time of purchase, she promised that she intended to restore the home and live in it.

Ms. Zhang failed to secure or protect the house from further harm since purchasing it. She obtained one bid from a contractor, who did not specialize in historic preservation. He suggested demolition. She did not obtain bids from the designers I suggested or ask for additional resources. I even introduced her to one of the designers at Catalina and offered to set up meetings directly; she advised me that her job situation had changed and the housing market had changed, and she was unlikely to begin work on the house anytime soon.

The many red tag violations came through because of (a) deterioration and (b) unauthorized work. They do not lead us to support demolition. They simply confirm what we already know: that Ms. Zhang and the previous owners failed to maintain the property. However, language in the HPO also prohibits demolition by neglect. We believe that language protects the home, and underlines the need for the city to enforce the HPO's "demo by neglect" provisions. As you know, HAHC commissioners and chair have often asked the city to enforce its own rules more consistently.

I was present when the previous owner applied for permission to demolish. At that time, HAHC commissioners specifically talked about how owners need to come to terms with the fact that while restored homes may sell for substantial premiums over homes outside of protect districts, homes that have deteriorated may need to sell for discounts to lot value. Ms. Zhang chose to purchase a home for below lot value, aware of the work required, of the resources and neighborhood support available to her.

I'd like to offer an analogy. If one buys a non-working car, leaves the windows unrolled and doors unlocked in Houston's warm and humid climate, and performs no maintenance for several years, it seems unreasonable to complain about the car's continued deterioration. Any car and any house – historic or not – would continue to deteriorate under such conditions, and would lose resale value over time. It seems even more absurd to try to sell this hypothetical car for a profit after several years of neglect. Ms. Zhang, aware of the protected historic district, chose to purchase 2006 Decatur, chose not to secure it, and chose not to restore it. I suggest she may have to sell it at a loss, as she has not performed the maintenance any owner might need to perform of any car or home.

Several neighbors have tried contacting the number listed on the for-sale sign. Although one potential purchaser did walk away, several others have expressed serious interest. Callers have been unable to gather even basic information about the listing price or whether the property's even really for sale. We believe this also supports denying the CofA, as this applicant could find willing buyers.

Please note that an Old Sixth Ward resident, Jerry Harper, came to a recent neighborhood association meeting to report recent, un-permitted work at 2006 Decatur. I would like the city to investigate this possible un-permitted work. If the city finds that un-permitted work was indeed undertaken at the site, that seems to provide further evidence that these applicants are not working in good faith to secure and restore this home; I would like you to take this into account in considering this application.

I look forward to visiting with you this week.

With thanks

Ryan Boehner
Chair, Historic Conservation Committee, Old Sixth Ward Neighborhood Association