

NOTICE OF A REGULAR MEETING OF THE CITY OF FRIENDSWOOD PLANNING AND ZONING COMMISSION, TO BE HELD THURSDAY, SEPTEMBER 12, 2019 BEGINNING AT 7:00 PM, IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD TEXAS.

REGULAR MEETING

1. Call to order

2. Communication from the public/committee liaisons

(To comply with provisions of the Open Meetings Act, the Commission may not deliberate on subjects discussed under this agenda item. However, the Commission may direct such subjects be placed on a later regular Commission agenda for discussion and/or possible action)

3. Public Hearings

A. Receive comments, both oral and written regarding:

A zone classification change request for a 157.2 acre tract of land, located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD) 2019-11 to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts:

- 1. 96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd.**
- 2. 59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC.**

4. Consent Agenda

These items are considered routine or ministerial in nature and will be enacted with one motion. There will be no separate discussion of items unless a commissioner or citizen so requests in which case the item would be removed from the consent agenda and considered separately.

A. Minutes from August 22, 2019, regular meeting

5. Action Items

- A. Consideration and possible action regarding a zone classification change request for a 157.2 acre tract of land, located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD) 2019-11 to a revised Planned Unit Development (PUD) for a residential development, “Avalon at Friendswood” consisting of the following tracts:
 - 1. 96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd.
 - 2. 59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract “A” as conveyed to Yellowstone Hill Country Ranching, LLC.
 - B. Consideration and possible action regarding a site plan amendment for HEB Curbside expansion at 701 W. Parkwood Ave.
 - C. Consideration and possible action regarding site plan approval for Valvoline Instant Oil change to be located at 1701 S. Friendswood Dr.
6. Consideration and possible action regarding future Planning and Zoning Commission meeting dates
- A. Thursday, September 26, 2019 - regular meeting
 - B. Thursday, October 10, 2019 – Staff will be in San Antonio, Tx to receive Scenic City Award. This meeting needs to be moved to Thursday, October 17, 2019, to replace the October 10 meeting
7. Communications
- A. From P&Z Commissioners - Suggestions for future agenda items, general comments and/or updates from liaison assignments
 - B. From City Council Liaison Trish Hanks - General comments and communication from City Council
 - C. From Staff - August DRC Report; Commercial and residential project updates; and/or Council action and ordinance updates
8. Adjournment

Aubrey Harbin, LEED AP
Director of Community Development/City Planning

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more

prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

**I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO
HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD
PLANNING AND ZONING WAS POSTED IN A PLACE CONVENIENT TO THE
GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT
CODE, ON**

DATE

AT TIME

MELINDA WELSH, TRMC
CITY SECRETARY



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill Country Ranching Phone: 281-850-6759

Owner's Mailing Address: 7670 Woodway Drive Suite 162

City: Houston State: Texas Zip: 77063 Fax: _____

Owner's Email Address: adam@hillhubbarddevelopment.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: _____ Date: 6/20/19

Agent's Signature: Kathryn Parker Date: 8/16/19

Received By: B Summers
Date of Public Hearing: 9-12-19
Property Owner Notices: 8-30-19

Application Number: _____
Received Date: 8-12-19
Newspaper Notice: 8-19-19
Sign on Property: 8-30-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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Zone Change Application

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TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-7314201

Owner's Mailing Address: 204 Woodlawn

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: constance.brakebill@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Constance Cleaves Brakebill Date: June 1, 2019

Agent's Signature: Kathryn Parker Date: 8/6/19

Received By: _____
Date of Public Hearing: _____
Property Owner Notices: _____

Application Number: _____
Received Date: _____
Newspaper Notice: _____
Sign on Property: _____



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TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Cypress Creek Holdings, Ltd. Phone: _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Owner's Email Address: _____

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Dinah A. Weems, Pres. of Date: 6/11/19
Cypress Creek GP, Inc., general partner of Cypress Creek Holdings, Ltd.
Agent's Signature: Kathryn Parker Date: 6/11/19

Received By: _____
Date of Public Hearing: _____
Property Owner Notices: _____

Application Number: _____
Received Date: _____
Newspaper Notice: _____
Sign on Property: _____



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PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Catherine Cheaves Mahon Phone: 908-200-5820

Owner's Mailing Address: 90 Alton Rd. 3001

City: Miami Beach State: FL Zip: 33139 Fax: _____

Owner's Email Address: catherine.mahon@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Catherine Mahon Date: 6/2/2019

Agent's Signature: Kathryn Parker Date: 8/16/19

Received By: _____

Date of Public Hearing: _____

Application Number: _____

Received Date: _____

Newspaper Notice: _____



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PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Wilbur R. Cleaves Phone: 361 8150302

Owner's Mailing Address: 241 Rosebud Avenue

City: Corpus Christi State: TX Zip: 78404 Fax: 361-257-1137

Owner's Email Address: tedcleaves@yahoo.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Wilbur R. Cleaves Date: 6-3-19

Agent's Signature: Kathryn Parker Date: 6/6/19

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____



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TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virginia Cleaves Phone: 214-801-5594

Owner's Mailing Address: 13500 Goldenwave Loop

City: Austin State: TX Zip: _____ Fax: _____

Owner's Email Address: virginacleaves@sbcglobal.net

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Virginia E. Cleaves Date: 5-30-19

Agent's Signature: Kathryn Parker Date: 8/6/19

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____



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SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Melissa Benson Phone: 214 450 5219

Owner's Mailing Address: 10058 Circleview Drive

City: Austin State: TX Zip: 78733 Fax: _____

Owner's Email Address: melissabenson20@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Melissa Benson Date: 5-30-19

Agent's Signature: Kathryn Parker Date: 5/30/19

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEES' SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL NONEXEMPT TRUST II, Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST, and Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST ("Grantors") for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL ("Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto Grantee all of Grantors' interest in and to all real property owned by Grantors in Galveston County, Texas, including but not limited to the following described property together with the same interest in all improvements situated thereon, ("Subject Property"):

See Exhibit "A" attached hereto and made a part hereof.

Grantors do hereby convey the properties described above, together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the

{00282587.1 }

FILED AND RECORDED

Instrument Number: 2018062322

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 10/15/2018 2:23PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



2011019071

5 PGS

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS X

X KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON X

THAT JANET CLEAVES ACORD, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD NONEXEMPT TRUST II, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD 1993 EXEMPT TRUST, and Janet Cleaves Acord as the Trustee of the 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the below mentioned GRANTEE, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership, (herein referred to as "Grantee") the following undivided interests in all of Grantors' interest in and to the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property")

Grantors do hereby convey the Subject Property together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, and Grantors do hereby bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Subject

Property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTORS

JANET CLEAVES ACORD



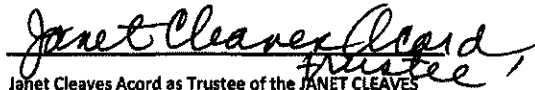
Janet Cleaves Acord

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II



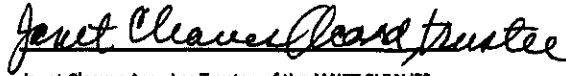
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST



Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

A handwritten signature in cursive script that reads "Janet Cleaves Acord trustee". The signature is written in black ink and is positioned above the printed name and trust information.

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

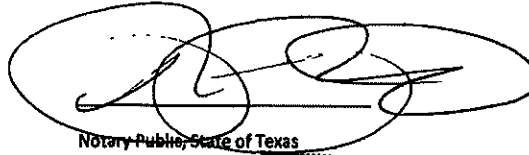
STATE OF TEXAS X

 X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JANET CLEAVES ACORD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacities therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of April 2011.


Notary Public, State of Texas

After recording, please return to:

↓ Dinah Weems
614 Uddenwood Drive
Houston, Texas 77024



EXHIBIT "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R. Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011019071

April 14, 2011 01 27 31 PM

FEE \$32.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 10 0612% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time any and all leases, restrictions, covenants,

conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS
COUNTY OF Harris

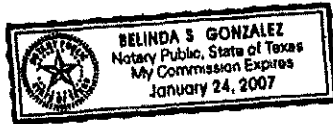
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475309 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr., by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office;

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045574
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R. CLEAVES, as Trustee of the WILBUR R CLEAVES 1993 EXEMPT
 TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is
 hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED,
 and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided
 11 3050% of Grantor's undivided one-half (1/2) interest in and to the property described on
 Exhibit "A" attached hereto and by this reference incorporated herein for all purposes,
 together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

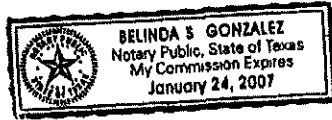
COUNTY OF Meeker

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

Jennifer M. Eiskes

PAID

**Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475688 01
004092-000000

Exhibit "A"

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THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045576
KERN_S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3.6340% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
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and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

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Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By: 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

COUNTY OF

Quezon

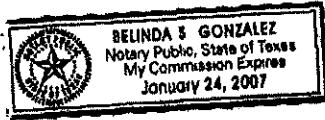
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§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Efskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045577
KERN.S \$15.00
Mary Ann Daigle COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES, as Trustee of the WILBUR R CLEAVES 1993
 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 10 06120% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R Cleaves Managing Partner

Address of Grantee:
Wilbur R Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS
COUNTY OF Mexico

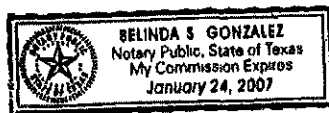
§
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475686 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia

2004 JUL 09 09:51 AM 2004045578
KERN 8 \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the VIRGINIA PARRISH CLEAVES
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
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GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves 
Wilbur R. Cleaves, Managing Partner

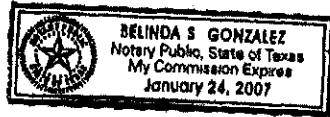
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

COUNTY OF

2222

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of July, 2004

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



PAID

Q475681.01
004092-000000

Exhibit "A"

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FILED AND RECORDED
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Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045580
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 11.305% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS

COUNTY OF Harris

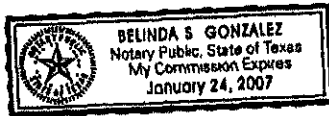
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0444582 01
000344-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045581
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
COUNTY OF GALVESTON §

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Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph

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any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

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GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

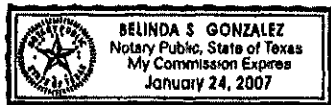
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF Muees §
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

Wiley GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475311 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office;

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045582

KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
 COUNTY OF GALVESTON §

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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the CATHERINE CLEAVES
 MAHON 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 3 35378% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

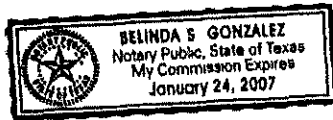
COUNTY OF Wheeler

§
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: **AID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475493 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045583
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

COUNTY OF Harris

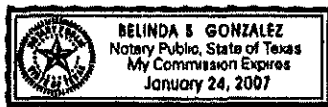
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2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

Jennifer M. Eiskes

PAID

Chamberlain, Hrdlicka, White, Williams & Martin

1200 Smith Street, Suite 1400

Houston, TX 77002

0475490 01
004092-000000

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Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045584
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
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PARTNERSHIP

By Wilbur R Cleaves
Wilbur R Cleaves, Managing Partner

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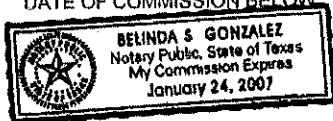
THE STATE OF TEXAS
COUNTY OF Harris

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DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: *VALE*
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475672 01
004092-000000

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THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045585
KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 2110% of Grantor's undivided one-half (1/2) interest
 in and to the property described on Exhibit "A" attached hereto and by this reference
 incorporated herein for all purposes, together with all improvements situated thereon
 ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves
13055 Hunters Breeze
San Antonio, Texas 78230

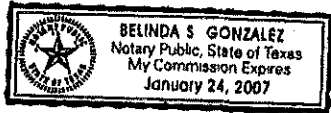
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr. tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J.R. Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045586
KERN-S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the VIRGINIA PARRISH CLEAVES
 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 35384% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

22

2

8

2

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

3

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle
2004 JUL 09 09:51 AM 2004045587
KERN.8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CATHERINE CLEAVES MAHON (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 1.21100% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Catherine Cleaves Mahon
1605 Rabb Road
Austin, Texas 78704

THE STATE OF TEXAS

COUNTY OF

Mueces

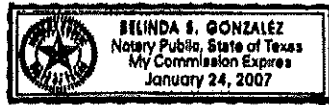
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475495 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045588
KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner *Trustee*

Address of Grantee:
Virginia Parnish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

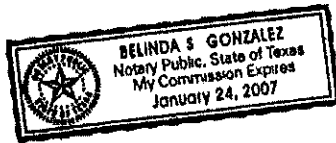
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475873 01
004092-000000

Exhibit "A"

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THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia
2004 JUL 09 09:51 AM 2004045589
KERN-S \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by MELISSA CLEAVES BENSON (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 21100% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Melissa Cleaves Benson
4400 Hanover
Dallas, Texas 75225

THE STATE OF TEXAS
COUNTY OF Harris

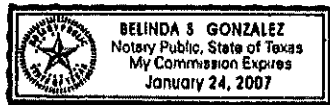
§
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§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
_____, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475498 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey;

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045590
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

That THE ESTATE OF GEORGE A. BOFYSIL, JR., acting by and through Sherry B. Angelo and Georgia B. Graunard, as Co-Independent Executrixes ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company ("Grantee"), whose address is 770 S. Post Oak Ln, Ste. 600, Houston, Texas 77056, the receipt and sufficiency of which are hereby acknowledged, subject to the reservations, exceptions, restrictions and other terms and provisions hereinafter described, has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY unto the Grantee, all of that certain real property described as follows, to-wit:

The SURFACE ONLY of two (2) tracts of land, one containing approximately 194 21 acres situated in the Geo Patterson Survey, Abstract No. 645 and the Mary Fabreau Survey, Abstract No. 69 and the other containing approximately 26 92 acres situated in the I. & G. N.R.R. Survey No. 5, Abstract No. 622, located in Galveston County, Texas, which tracts are more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes;

together with any and all improvements thereon and any and all appurtenances and hereditaments pertaining thereto (the "Property").

This Deed is subject to the following terms and provisions

A. Exceptions. This conveyance is made and accepted subject to, all and singular, but only to the extent that the same are currently valid and enforceable against the Property, all restrictions, reservations, encumbrances, easements, rights-of-way, outstanding royalty and mineral interests, covenants, conditions, and other matters relating to the Property more particularly set forth in Exhibit B, attached hereto and incorporated herein for all purposes and any ad valorem taxes and assessments applicable to the Property which are not yet due and payable and any additional taxes, penalties or interest assessed as a result of the transfer of the Property or any subsequent change in the use of the Property. All ad valorem taxes and assessments for the Property for the calendar year 2010 which are not yet due and payable have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years and any additional taxes, penalties or interest hereafter assessed as a result of the transfer of the Property or any subsequent change in the use of the Property

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B. Mineral Reservation. There is excepted from this Special Warranty Deed and the warranty contained herein, and Grantor hereby reserves unto itself, its successors and assigns, all of Grantor's rights and interests in and to all oil, gas and other minerals in, on and under or that may be produced from the Property. Grantor hereby waives and releases its rights to ingress and egress to and from said Property for the purpose of exploring for, storing, producing or otherwise developing said oil, gas and other minerals. Notwithstanding the foregoing to the contrary, Grantor reserves unto itself and its successors the rights to develop and produce oil, gas and other minerals in, on, under or that may be produced from the Property by pooling or by directional drilling under the Property from well sites located on lands other than the Property.

C. Access Easement Reservation. Grantor hereby reserves, free of any charge, a twenty foot (20') wide temporary non-exclusive access easement on, over and across the portion of the Property located west of that certain five foot (5') easement granted to Southwestern Bell filed for record under Galveston County Clerk's File No. 9847780 and recorded under Film Code No. 012-96-2002 of the Official Public Records of Real Property of Galveston County, Texas (the "Access Easement") for the sole purpose of providing emergency vehicular access to and from the land owned by Grantor located south and west of the southern boundary of the Property and east of F.M. 528 ("Grantor's Adjacent Land") by Grantor's agents and representatives and subject to the limitation that the Access Easement shall automatically be released and become null and void in 5 years. The Access Easement may not be assigned to any other person or entity (other than the heirs of the Estate of George A Bofysil, Jr. in any distribution of Grantor's Adjacent Land from the estate), shall not be used for any operating or development activities conducted on Grantor's Adjacent Land and may be reconfigured or relocated from time to time to accommodate development of the Property and/or as may be required in order to maintain access to and from Grantor's Adjacent Land to a public street. Any relocation or reconfiguration of the Access Easement shall be subject to the approval of Grantor and Grantee, which approval shall not to be unreasonably withheld, conditioned or delayed, provided, however, that any such relocation or reconfiguration affords reasonably equivalent usable physical access for the purpose for which the Access Easement is granted. Upon agreement of Grantor and Grantee to any relocation or reconfiguration of the Access Easement from time to time, Grantor and Grantee agree to execute and record an amendment to the description of the Access Easement showing the new location and configuration of the Access Easement and granting the Access Easement over such new location and releasing any area which is no longer subject to the Access Easement.

D. Deed Restriction. Grantor hereby establishes and imposes against the portions of the Property located northwest of the northern boundary of Lot 20 of the David Fahey Subdivision, recorded in Volume 18, Page 417 of the real property records of Galveston County, Texas (the "Restricted Property") the following restrictive covenant which shall hereafter run with the land and burden the Restricted Property and all portions thereof.

The Restricted Property shall only be used for residential purposes, provided, however, in no event shall the Restricted Property be

used for commercial use, apartments or for mobile homes (the "Use Restriction"), and provided further, however, that the current use of all or any portion of the Restricted Property for agricultural purposes may be continued until the Restricted Property is developed and used for residential purposes, whereupon the Use Restriction shall be applicable with respect to the portions of the Restricted Property so developed and used from time to time. It is acknowledged and agreed by Grantor that the construction of streets and utilities and the grading of the land for residential development prior to construction and occupancy of residential structures shall not constitute a violation of the Use Restriction. The Restricted Property may be rezoned from time to time for any use not prohibited by the Use Restriction.

The Use Restriction shall be for the benefit of all other property owned by Grantor in the area ("Grantor's Remaining Property"). The Use Restriction shall be enforceable by Grantor and its successors and assigns as future owners of fee simple or leasehold estate title to all or any portion of Grantor's Remaining Property, any or all of whom shall have the right to obtain such relief as may be available in law or in equity to enforce the Use Restriction and/or to recover damages for the breach thereof.

E "AS IS" Conveyance. Grantee acknowledges and agrees as follows

(i) Grantee has purchased the Property, and the Property is hereby conveyed and transferred to Grantee, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Grantor, excepting the warranties pertaining to the special warranty of title to the Property contained in this deed and except as specifically provided in the Unimproved Property Contract for the purchase of the Property. Grantee further acknowledges and agrees there are no oral agreements, warranties or representations collateral to or affecting the Property by Grantor or any agent of Grantor (the "Contract") Grantor is further not liable or bound in any manner by any statements, representations or information pertaining to the Property furnished orally by any real estate broker, agent, employee, servant or other person,

(ii) Grantee shall not be entitled to, and shall not, rely on the Grantor or its agents as to (1) the quality, nature, adequacy, or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any, (2) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property, (3) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, (4) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose, (5) the zoning or other legal status of the Property, (6) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental

or quasi-governmental entity, or of any other person or entity, or (7) the quality of any labor or materials relating in any way to the Property; excepting the warranties pertaining to the special warranty of title to the Property and except as specifically provided in the Contract,

(iii) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY EXCEPTING THE WARRANTIES PERTAINING TO THE SPECIAL WARRANTY OF TITLE TO THE PROPERTY AND EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(iv) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE, EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(v) Grantee has had an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Property GRANTEE EXPRESSLY ACKNOWLEDGES THAT IT IS SPECIFICALLY RELYING UPON SUCH INSPECTIONS AND INVESTIGATIONS IN MAKING ITS DETERMINATION TO ACQUIRE THE PROPERTY Grantee further acknowledges that it is relying upon the conclusions and advice of its experts, consultants and professionals in evaluating the feasibility and desirability of the Property for Grantee's use, and that the availability of the rights to investigate and inspect the Property, and Grantee's corresponding reliance upon the results of such investigations and inspections, were a material factor in the determination to enter into the Contract Such inquiries and investigations of Grantee shall be deemed to include, but shall not be limited to the physical components of all portions of the Property, the condition of the Property, and state such facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulation of the city, county, and state where the Property is located, and the value and marketability of the Property,

(vi) Without in any way limiting the generality of the preceding subparagraphs (i) through (v), Grantee specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim it has, might have had, or may have against the Grantor with respect to Grantor's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, and the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon,

(vii) GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, and

(viii) GRANTEE ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS DEED WERE A MATERIAL FACTOR IN GRANTOR'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT GRANTOR IS UNWILLING TO SELL THE PROPERTY TO GRANTEE UNLESS GRANTOR IS RELEASED AS EXPRESSLY SET FORTH ABOVE. GRANTEE, WITH GRANTEE'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS DEED, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

F. Counterparts. More than one counterpart of this Deed may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original, the pages of which may be aggregated to form a single document.

G. Binding Effect. This Deed shall inure to the benefit of and be binding upon Grantor, its successors and assigns, and Grantee and its successors and assigns, and to the successors in ownership to any interest in the Property and in any other property of Grantor (whether owned by Grantor in fee simple or in which Grantor owns an easement estate) affected hereby, it being agreed that all of the provisions of this Deed, shall run with the land

TO HAVE AND TO HOLD the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Whenever the context of this Special Warranty Deed requires, (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders and (c) the term

“successors and assigns” includes legal representatives, heirs, executors, administrators, successors and assigns.

This Special Warranty Deed is executed by Sherry B. Angelo and Georgia B Graugnard, not individually, but solely in their capacity as the Co-Independent Executrixes, of the Estate of George A. Bofysil, Jr and neither shall have any personal liability hereunder

[SIGNATURE PAGE FOLLOWS THIS PAGE]

EXECUTED on the date of the acknowledgment set forth below to be effective
for all purposes as of the 29 day of November, 2010

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By

Sherry B. Angelo
Sherry B Angelo,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

By

Georgia B Graugnard
Georgia B Graugnard,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

STATE OF TEXAS

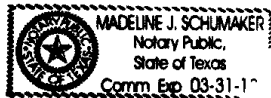
§

COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Sherry B Angelo

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

STATE OF TEXAS

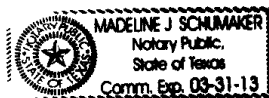
§

COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Georgia B Graugnard

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

7

GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

By _____

Name. Charles Gregory Evans

Title Manager

STATE OF TEXAS

§

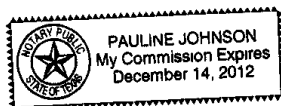
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COUNTY OF GALVESTON

§

The foregoing instrument was acknowledged before me this 29 day of November, 2010, by Charles Gregory Evans, Manager of Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company, on behalf of such Company.

(Seal and Expiration Date)



Notary Public

RETURN TO

American Title Company of Houston
349 E. Parkwood Drive
Friendswood, TX 77546
Attention: Pauline Johnson
Ref: GF# 1873-10-1065

LIST OF EXHIBITS

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

EXHIBIT A

Property Description

TRACT "A"

A tract of land containing 8,459,890 square feet out of and being part of Lots 1-3, 13-16 and 19-20 of the David Fahey Subdivisions, as recorded In Volume 118, Page 417 and also being out of and a part of Lot 4 of the Burgess Subdivision as recorded in Volume 119, Page 14, both subdivisions of the County Clerk of Galveston County, Texas and being situated in Geo Patterson Survey, Abstract Number 645 and the Mary Fabreau Survey, Abstract Number 69, Galveston County, Texas with said 8,459,890 square feet being more particularly described by Metes and Bounds as follows

COMMENCING at a 5/8 Inch iron rod found at the North corner of Somerset Place Subdivision as recorded In Volume 18, Page 302 of the Galveston County Map Records,

THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston County and at the Northwest corner and Place of Beginning of the herein described tract,

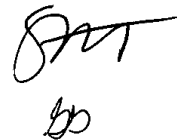
THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One recorded In Volume 18, Page 1176 of the Galveston County Map Records at the most Northerly corner of this tract,

THENCE S 46 deg -22min -44 sec E, (called S 46 deg -23 min -49 sec E), along the said Southwesterly line of Friendswood Lakes, Section One and an Easterly line of this tract a distance of 717 47 feet (called 717 77) to a 5/8 Inch iron rod found at the called South corner of said Friendswood Lakes, Section One, the most Northerly corner of a called 2 0477 acre tract of land described in deed to Friendswood Lakes, Inc - in film code number 014-67-1510 and at an angle point of the hereon described tract,

THENCE S 62 deg -06 min 21 sec E (called S 62 deg -05 min -22 sec E), along the Southeasterly line of said called 2 0477 acre tract a distance of 836 42 feet (called 836 12 feet) to a 5/8 Inch iron rod found at the Southerly corner of said called 2 0477 acre tract, the Westerly corner of a called 32 4763 acre tract described in deed to Friendswood Lakes, Inc In film code 014-67 -1510 and an angle point of this tract,

Exhibit A - Page 1

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Handwritten signature and initials in black ink, located to the right of the 'Exhibit A - Page 1' text.

THENCE S 47 deg -16 min -50 sec E (called 47 deg -17 min -03 sec E), along the Southwesterly line of the called 32 4763 acre tract a distance of 820 58 feet (called 820 80 feet), to a 5/8 iron rod found at the Southerly corner of the called 32 4763 acre tract and an angle point of the hereon described tract,

THENCE N 42 deg -41 min 10 sec E (called N 42 deg -42 min -57 sec E), along the Southeasterly line of the called 32 4763 acre tract, a distance of 253 77 feet (called 253 67 feet), in an iron rod with cap found in the Southwesterly line of Friendswood Lakes, Section Two, as recorded in Volume 18 Page 1366 of the Galveston County Map Records, at the Southeasterly corner of called 32 4763 acre tract and at an angle point of this tract,

THENCE S 47deg -16 min -31 sec E (called S47 deg -18 min -18 sec) along the Southwesterly line of said Friendswood Lakes, Section Two, a distance of 460 42 feet (called 459 83 feet) to a iron rod with cap found at a point of curvature to the left of Friendswood Lakes, Section Two and the hereon described tract,

THENCE in a Northeasterly direction along the arc of said curve to the left having a radius of 25 00 feet, a central angle of 89 deg -54 min -23 sec (called 90 deg -00 min 54 sec) and an arc length of 39 23 feet (called 39 28 feet) to an iron rod with cap found at the Southwesterly corner of Sandy Lakes Boulevard, called 60 foot right-of-way at an interior corner of Friendswood Lakes, Section Two and this tract

THENCE S47 deg -17 min - 01 sec E (called S47 deg 18 min -18 sec E), along the Westerly line of Sandy Lakes Boulevard, a distance of 59 91 feet (called 60 00 feet) to an iron rod with cap found at the Southerly corner of said Sandy Lakes Boulevard, at a point of curvature to the left and an interior corner of the hereon described tract,

THENCE In a Southeasterly direction around said curve to the left having a radius of 25 00 feet, a central angle of 90 deg -11 min -52 sec (called 90 deg -00 sec -54 sec) and an arc length of 39 36 feet (called 39 28 feet) to an iron rod with cap found at a point of tangency in the Southwesterly line of Friendswood Lakes, Section Two and for an interior corner of this tract,

THENCE S 47deg -16 min -50 sec E (called S47 deg -18 min -18 sec E), along the Southwesterly line of Friendswood Lakes, Section Two a distance of 260 89 feet (called 260 75 feet) to an iron rod with cap found at the most Southerly corner of Friendswood Lakes, Section Two, the Westerly corner of a called 9 801 acre subdivision which is under construction and to be known as the Dominion at Friendswood Lakes and at an angle point for hereon described tract,

THENCE S 47deg -14 min -38 sec, E (called S 47 deg -15 min -55 sec, E), along the Westerly line of said proposed subdivision, distance of 673 35 feet (called 673,57 feet) to an iron rod with cap found in the Northerly line of a tract of land described in Deed to

Exhibit A - Page 2


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The Wilbur S, Cleaves Family Limited Partnership in film code number 011-61-0107, at the Southerly corner of the proposed subdivision and at the most Easterly corner of this tract,

THENCE S 43 deg,-45 min -17 sec W (called S43 deg -45 min 11 sec W), along the Northerly line of said Wilbur S Cleaves Family Limited Partnership tract, a distance of 550 62 feet (called 551 13 feet) to a 5/8 inch iron rod found at the Westerly line of said Cleaves Family Limited Partnership and at an angle point of the hereon described tract,

THENCE S46 deg -16 min,-21 sec E (called S46 deg -16 min-27 sec E), along the Westerly line of said Cleaves Family Limited Partnership tract and an Easterly line of this tract, a distance of 2123,10 feet to a 5/8 iron rod with cap set from which a nail inside of a 1 inch iron pipe found is 1 foot 11 inches Westerly and from which a 1" iron pipe found at the called East corner of Lot 21 of the David Fahey Subdivision bears N 43 deg -42 min - 42 sec E a distance of 929 11 feet (called 929,17 feet) and said 5/8 inch iron rod with cap set is in the Northerly line of called First Tract deeded to West Cattle Company in film code number 007-99-1074 and at the Southeasterly corner of this tract,

THENCE S43 deg -42 min -42 sec, W (called S43 deg -42 min,-50 sec W) along said Northerly line of the West Cattle Company tract, a distance of 1220 64 feet to a 5/8 inch iron rod set at an interior corner of the West Cattle Company tract and at an angle point of the hereon described tract,

THENCE N 46 deg -17 min -30 sec, W (called N 46 deg -17 min -22 sec W) along an interior line of the West Cattle Company tract a distance of 194 41 feet to a 5/8 inch iron with cap set at the most Northwesterly corner of the said West Cattle Company tract, the most Easterly corner of a 26 92 acre tract to be known as "Tract B" surveyed at the time as this tract at angle point of this tract,

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a 1/2 inch iron rod found at the Easterly corner of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

THENCE N 46 deg -22 min,-26 sec W, along the Easterly line of said San Joaquin Estates, Sections One, Two and Three the Easterly line of Mission Estates, Section Three as recorded in Volume 18, Page 91 of the Galveston County Map Records and said Somerset Place, a distance of 4379 47 feet (called 4370 05 feet) to the Place of Beginning and containing 194 21 acres

Exhibit A - Page 3



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TRACT"B"

A tract of land containing 1,172,653.9 square feet out of and being part of a called first tract conveyed to George A. Bofysil, Jr. as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653.9 square feet being more particularly described in metes and bounds as follows

COMMENCING at a 5/8 inch iron rod found at the called North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575.67 feet (called 574.00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A. Bofysil, Jr. and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194.21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955.14 feet (called 4953.05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389.91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S 00 deg -33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740.89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A. Bofysil, Jr. in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S 88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927.38 feet (called 926.80 feet) to an iron rod with cap found in the Northerly line of the

Exhibit A - Page 4



HOU 3059373 5



remainder tract, the Southerly corner of The Lake at San Joaquin, Section Two as recorded in Plat Record 2009A, Map Number 3 of the Galveston County Map Records at the Southwesterly corner of this tract,

THENCE N 02 deg -48 min -36 sec W (called N 02 deg -50 min -01 sec W), along the Easterly line of said The Lake at San Joaquin, Sections One and Two, a distance of 1734 00 feet (called 1733 69 feet) to the place of beginning and containing 26 92 acres

Exhibit A - Page 5



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EXHIBIT B

Permitted Encumbrances

As to Tract A

- 1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682
- 5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 7 All those certain buffers, utility, drainage, water line(s), etc , easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas
- 9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No 9510390

Exhibit B - Page 1

 100-3059373 5



- 10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

- 1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391
- 3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

- 1 Subject to the zoning ordinances now in force in the city of any governing municipality
- 2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

Exhibit B - Page 2



HOU 3059373 5



- 3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- a Rights or claims, if any of fence(s) traversing the utility easement(s)
 - b Genesis pipeline markers across Tract 1 that lies within the roadway
 - c Overhead electric, towers and guy anchors affecting Tract 1



Exhibit B - Page 3



HOU 3059373 5

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

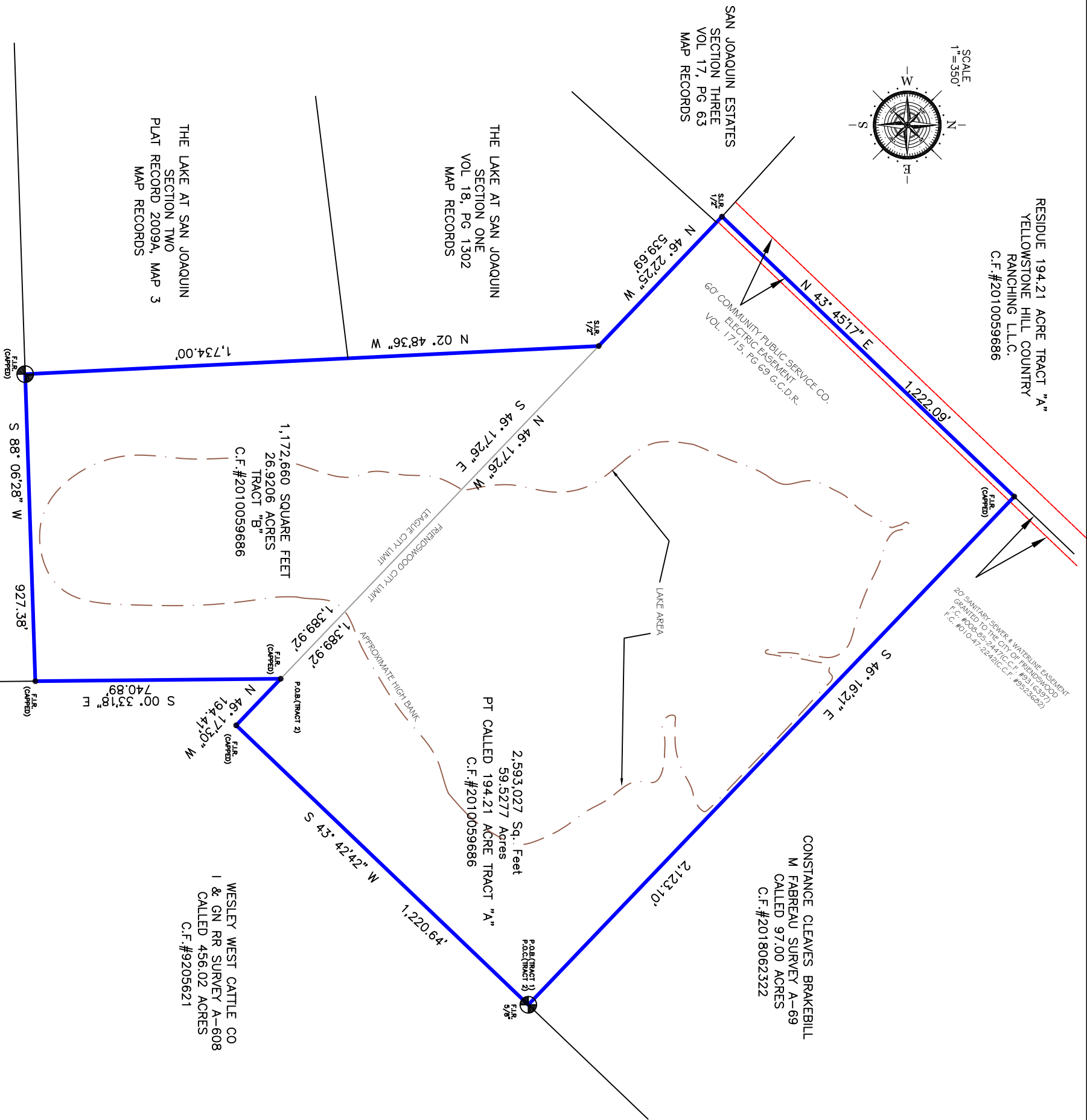
2010059686

December 01, 2010 01 41 12 PM

FEE \$76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS



THIS SKETCH IS INCORPORATED BY
REFERENCE AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

TRACT 1:
A TRACT OF LAND CONTAINING 59.5277 ACRES (2,593,027 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERKS FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 59.5277 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

TRACT 2:

A TRACT OF LAND CONTAINING 26.9206 ACRES (1,172,660 SQUARE FEET) OUT OF AND BEING PART OF A CALLED FIRST ABSTRACT CONVEYED TO GEORGE A BOFYSIL, JR AS RECORDED IN CLERK'S FILE NUMBER 8537569 OF THE OFFICIAL REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS AND BEING SITUATED IN THE I & G N R, SURVEY NO 5, ABSTRACT NO 622, GALVESTON COUNTY, TEXAS, SAID 26.9206 ACRES BEING DESCRIBED AS TRACT "B" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED

DATE 07/09/2019

STERLING CREEK LAKE TRACT

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77545
PHONE: 281-996-1113
CONTACT: TIM LESAK, RPLS

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PRO-SURV

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PHONE: (281) 996-1113
CONTACT: TIM LESAK, RPLS

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METES AND BOUNDS DESCRIPTION 59.5277 ACRES (2,593,027 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 HARRIS COUNTY, TEXAS

A TRACT OF LAND CONTAINING 59.5277 ACRES (2,593,027 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRE TRACT "A" BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS SAID 59.5277 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 194.21 ACRE TRACT "A", BEING IN THE NORTHERLY LINE OF A TRACT AS CONVEYED TO WEST CATTLE COMPANY IN CLERK'S FILE NUMBER 9205621 AND BEING THE SOUTH CORNER OF A TRACT AS CONVEYED TO CONSTANCE CLEAVES BRAKEBILL IN CLERK'S FILE NUMBER 2018062322;

THENCE SOUTH 43°42'42" WEST, ALONG COMMON LINE OF SAID WEST CATTLE COMPANY TRACT AND SAID TRACT "A", A DISTANCE OF 1,220.64 FEET TO A CAPPED IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46°17'30" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID WEST CATTLE COMPANY TRACT AND TRACT "A", A DISTANCE OF 194.41 FEET TO A CAPPED IRON ROD FOUND AT THE MOST NORTHWESTERLY CORNER OF SAID WEST CATTLE COMPANY TRACT AND BEING THE EAST CORNER OF A CALLED 26.92 ACRE TRACT DESCRIBED AS TRACT "B" IN SAID DEED TO YELLOWSTONE HILL COUNTRY RANCHING LLC;

THENCE NORTH 46°17'26" WEST, ALONG THE NORTHEAST LINE OF SAID TRACT "B", A DISTANCE OF 1,389.92 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF SAID TRACT "B" AND BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ALSO THE MOST EASTERLY NORTHEAST CORNER OF THE LAKES AT SAN JOAQUIN, SECTION ONE AS RECORDED IN VOLUME 18, PAGE 1302 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE NORTH 46°22'25" WEST, PASSING AT A DISTANCE OF 527.47 FEET THE NORTH CORNER OF SAID SUBDIVISION AND BEING THE EAST CORNER OF SAN JOAQUIN ESTATES SECTION THREE AS RECORDED IN VOLUME 17, PAGE 63 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS AND CONTINUING FOR A TOTAL DISTANCE OF 539.69 FEET TO A 1/2 INCH CAPPED IRON ROD SET AS A POINT FOR CORNER, BEING IN THE SOUTHEAST LINE OF A 60.00 FOOT WIDE ELECTRIC EASEMENT AS CONVEYED TO COMMUNITY PUBLIC SERVICE COMPANY IN DEED RECORDED IN VOLUME 1715, PAGE 69 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE NORTH 43°45'17" EAST, TRAVERSING SAID TRACT "A" ALONG THE SOUTHEAST LINE OF SAID 60.00 FOOT WIDE EASEMENT, A DISTANCE OF 1,222.09 FEET TO A CAPPED IRON ROD FOUND AT A POINT FOR THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING ALSO THE WEST CORNER OF SAID BRAKEBILL TRACT AND AN INTERIOR CORNER OF SAID TRACT "A";

THENCE SOUTH 46°16'21" EAST, ALONG THE COMMON LINE OF SAID BRAKEBILL TRACT AND SAID TRACT "A", A DISTANCE OF 2,123.10 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 59.5277 ACRES (2,593,027 SQUARE FEET).

SEE PROJECT # P51901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC,
P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

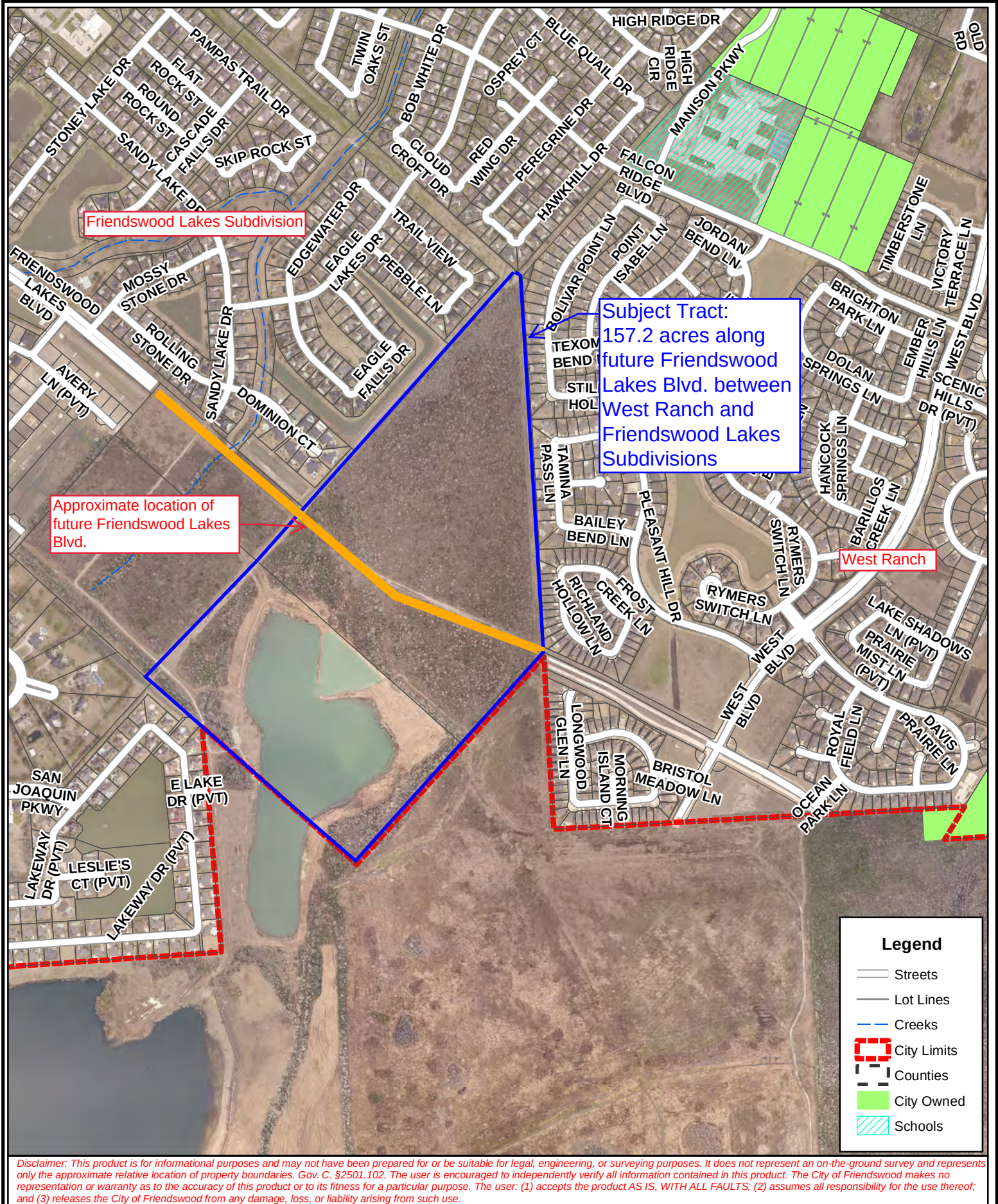
1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900


Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18



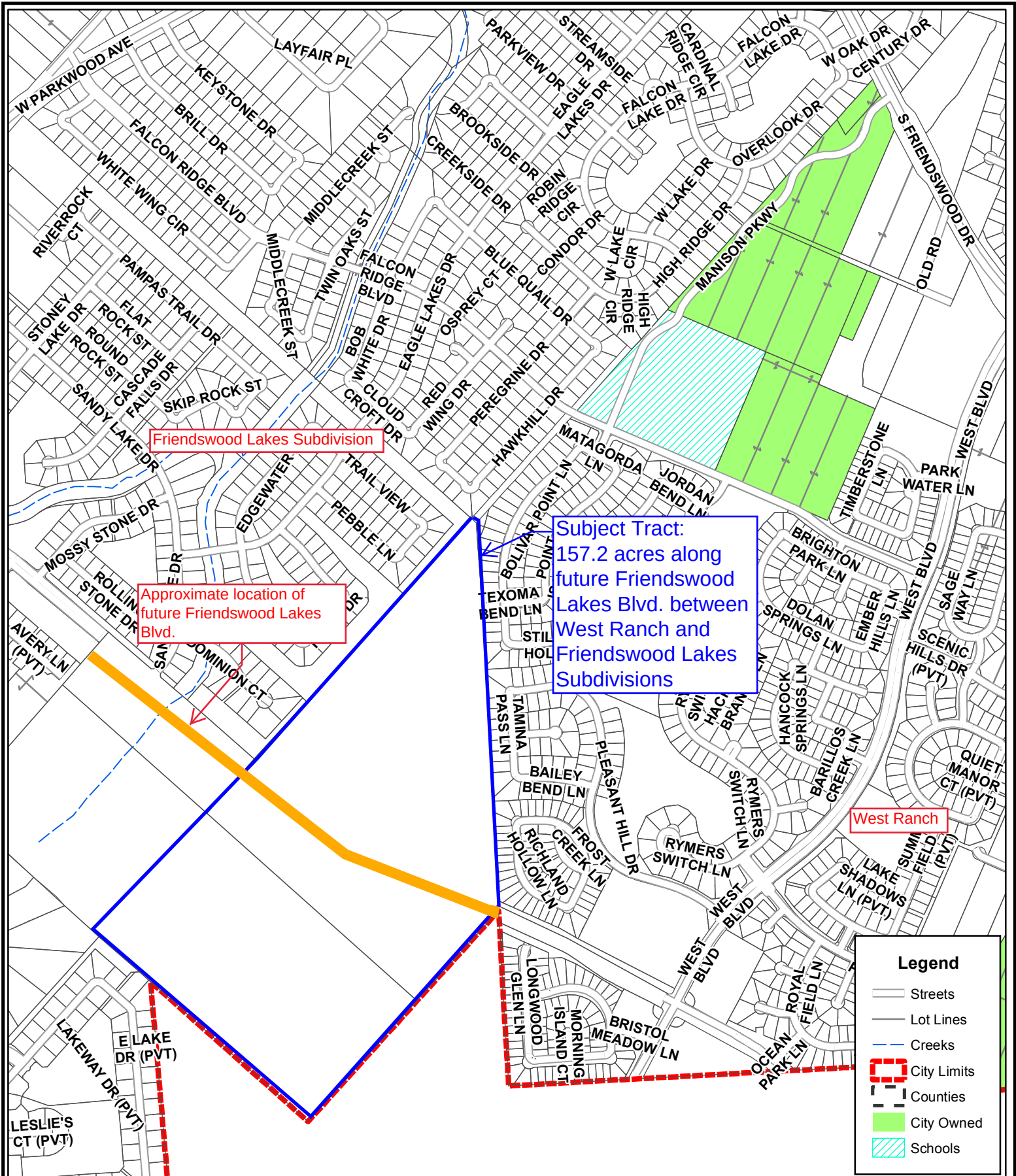


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'
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Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

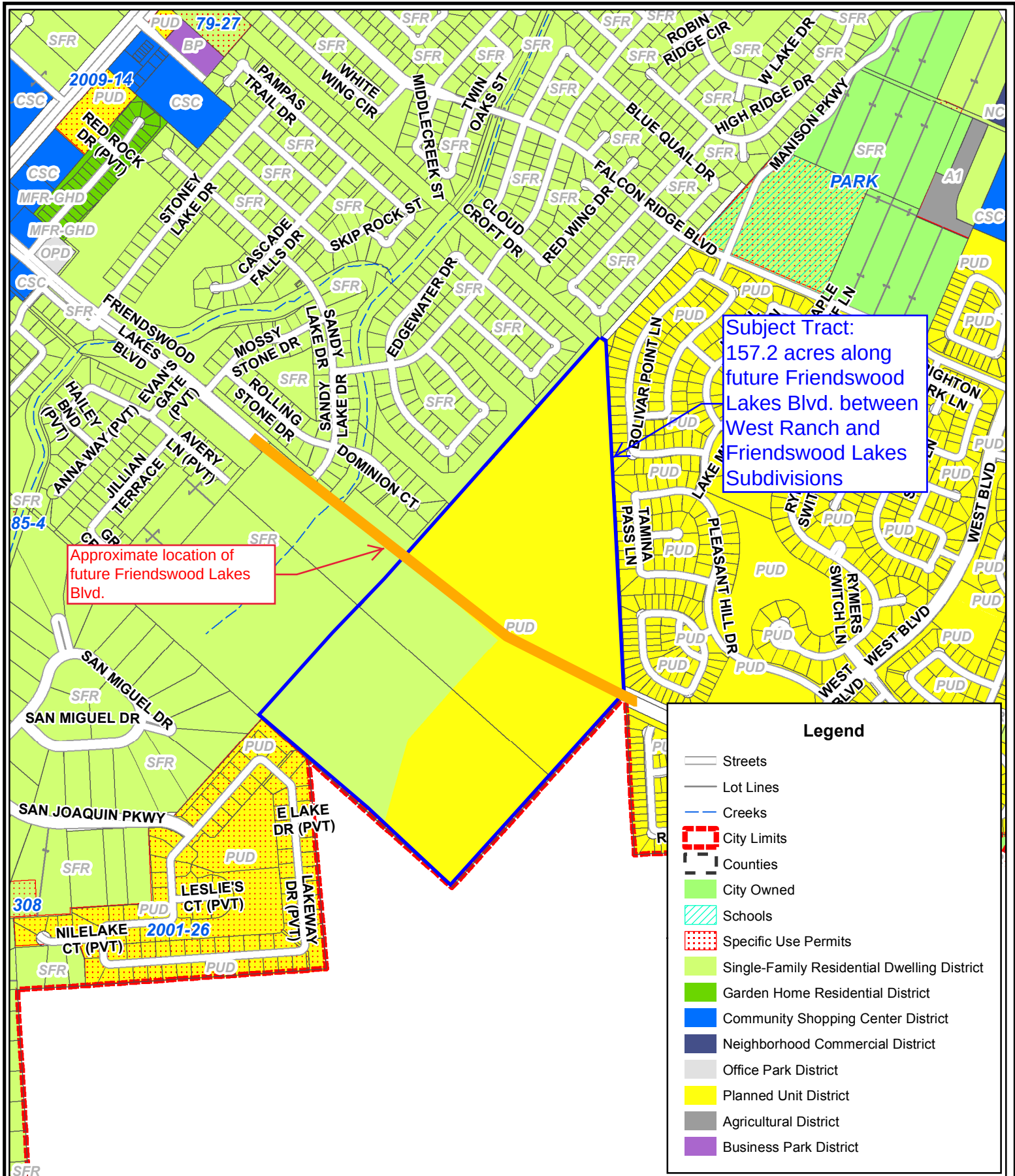


City of Friendswood
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Friendswood GIS Mapping



1" = 945'
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Friendswood GIS Mapping



1" = 1,039'
Page 102 of 483

Rezoning Report

August 2019

Project: Avalon at Friendswood (259 lot subdivision)

Address: 157.2 acres along Friendswood Lakes Blvd. between West Ranch and Friendswood Lakes Subdivisions

Legal: 157.2 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, consisting of the following tracts:

96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and

59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas

Request: Change the zoning from Single Family Residential (SFR) and Planned Unit Development (PUD) (2019-11) to a revised Planned Unit Development (PUD)

Proposed Use (Permitted Uses, Location, Size, etc.):

Zoning Ordinance

J. PUD, planned unit development, general purpose and description.

(1) General.

(a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the planning and zoning commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

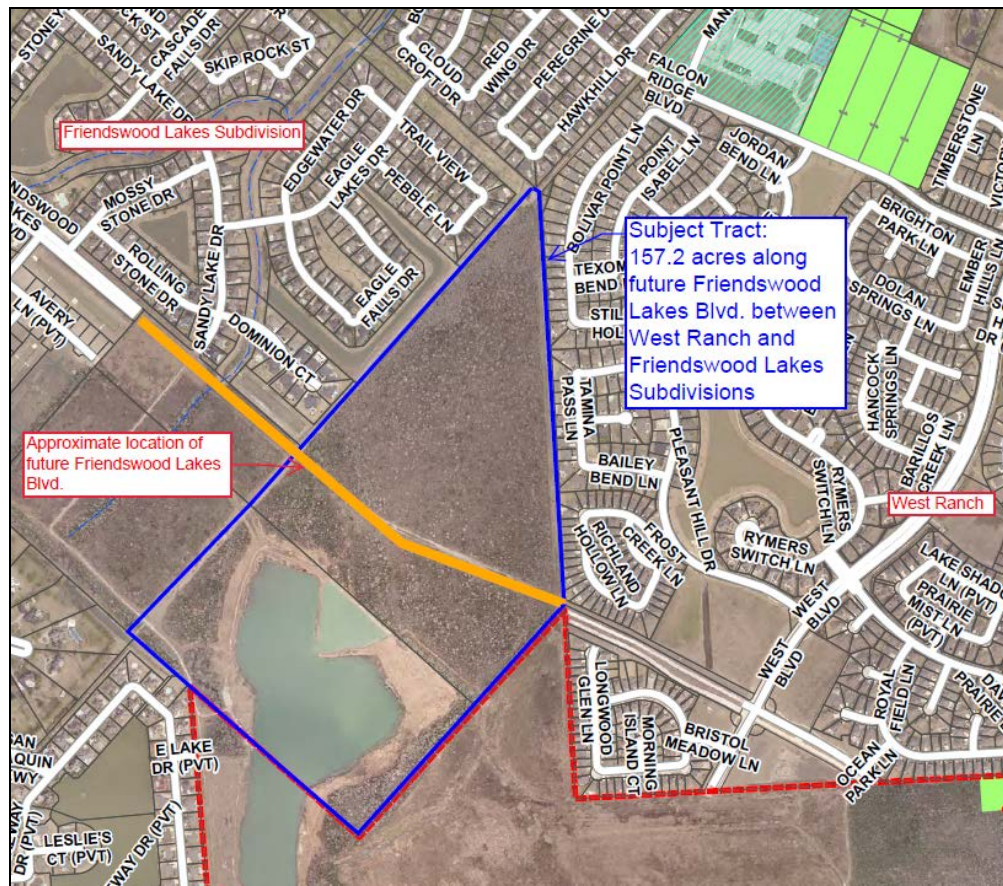
(b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

(c) The general purposes of all PUD districts are several-fold:

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

Existing Use/Site Attributes:

The site is currently undeveloped and lies between West Ranch Subdivision and Friendswood Lakes Subdivision along the future route of Friendswood Lakes Boulevard.



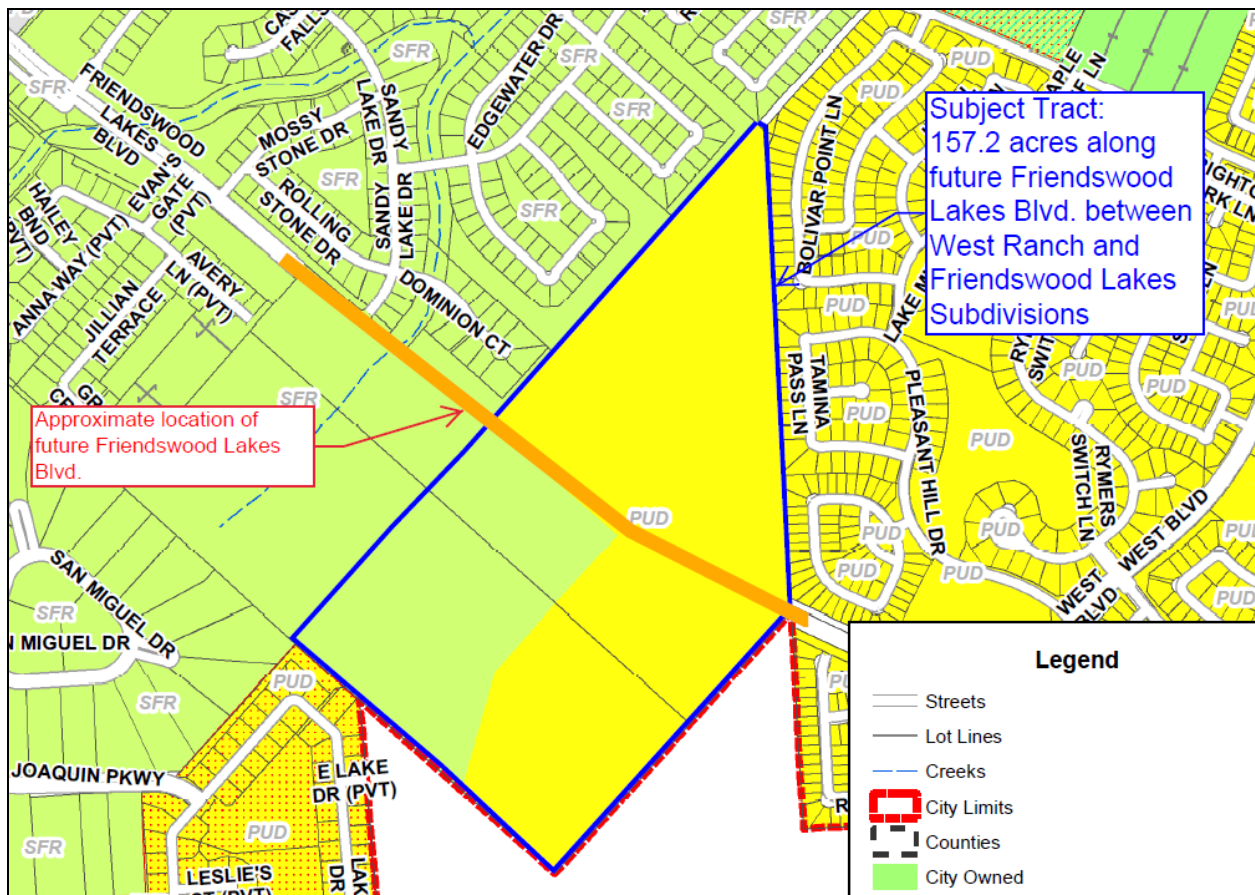
City of Friendswood GIS Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential (SFR) and Planned Unit Development (PUD) (2019-01). The existing PUD was approved May 6, 2019 for a total of 115.998 acres, including 87.774 acres of the 97-acre tract, plus 28.2240 acres of an adjacent tract.

Adjacent Zoning/Land Use:

The property is bordered by tracts that are zoned Single Family Residential (SFR), Planned Unit Development (PUD), and the City of League City. Access to the development will be via the future Friendswood Lakes Boulevard. Coordination with Galveston County Engineering Division on that road extension will be required.



City of Friendswood Zoning Map

Platting Analysis:

The subject property will be required to plat at the time of development. Plats will be reviewed and approved by the Planning and Zoning Commission. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements per the Subdivision Ordinance and International Fire Code. Applicant will be required to submit all plats to Galveston County Consolidated Drainage District (GCCDD).

Planning Analysis:

With the current zoning, the property is zoned Single Family Residential (SFR) allowing for lot sizes ninety (90) feet and greater. The proposed zone change would maintain a residential use while providing for mixed lot sizes ranging from sixty (60) to ninety (90) feet wide.

Notice of the public hearings was published in the newspaper, a sign was posted on the property and property owner notices were mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property as Low Density in accordance with the zoning that is currently assigned to the property, as well as, the proposed zone change.

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

The property is not within any high-risk flood zone areas. The developer must provide onsite detention. Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

The developer will be required to extend water and sewer infrastructure to the development.

Access:

The property does not currently have road access. Development of the residential lots will be contingent upon the construction of Friendswood Lakes Blvd. The developer will be responsible for coordinating with Galveston County regarding completion of Friendswood Lakes Boulevard and access to the subject property for installation of water, sewer and drainage infrastructure. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements per the City of Friendswood Subdivision Ordinance and the International Fire Code.

Park/Open Space:

Each residential lot will be required to pay \$600 for Parkland Dedication.

**AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT**

AMENDMENT NO. 1

± 157.2 Acres

**Prepared For:
Taylor Morrison**

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: May 2019
AMENDED: September 2019

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 - a. Purpose
 - b. Location and Existing Conditions
- II. Project Description**
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 - b. Land Use
 - c. Permitted Uses
- III. Development Guidelines**
 - a. Residential Development Regulations
 - b. Signage
 - c. Amenities/Open Space
 - d. Phasing/Development Schedule
- IV. Exhibits**
 - a. Area Map
 - b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a $\pm$ 157.2 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and a portion lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. A change of lots and/or lot size of up to ten percent (10%) will be permitted with staff approval. Any change over ten percent (10%) will require City Council approval. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations - 1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)	Zero Lot Line (Y/N)	Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots

- On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
- A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.

3) Cul de Sacs and knuckles

- Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
- Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
 - Adequate water pressure for potable water needs and firefighting capabilities shall be provided

- 4) Points of Access
 1. Any development over seventy-five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
- 6) Lake/Detention Maintenance
 1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
 2. An easement will be established at the rear of the lots to allow for rising water during periods of heavy storm water detention. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

- 1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4' x 8' vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
- 2) Neighborhood monumentation
 - a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 26% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 27.0
Easements	+/- 4.9
Landscape/Open Space	+/- 9.3
TOTAL	+/- 41.2

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 5 phases. The initial phase will consist of approximately 50-60 lots and will be located south of Friendswood Lakes Blvd, on the east side of the lake. Phase two will include approximately 20 to 30 lots south of Friendswood Lakes Blvd, on the west side of the lake. Phase 3 will include the remainder of the lots west of the lake on the south side of Friendswood Lakes Blvd for a total of 25 to 35 lots. Phase 4 will consist of approximately 50 to 60 lots on the west half of the land located north of Friendswood Lakes Blvd. The final phase will be the remaining lots on the east side of the tract north of Friendswood Lakes Blvd. Phase 5 will have around 80 lots. It is proposed that there will be approximately 255-265 total lots within the 5 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development. All platting will be in compliance with the access requirements of the Subdivision Ordinance and International Fire Code.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan

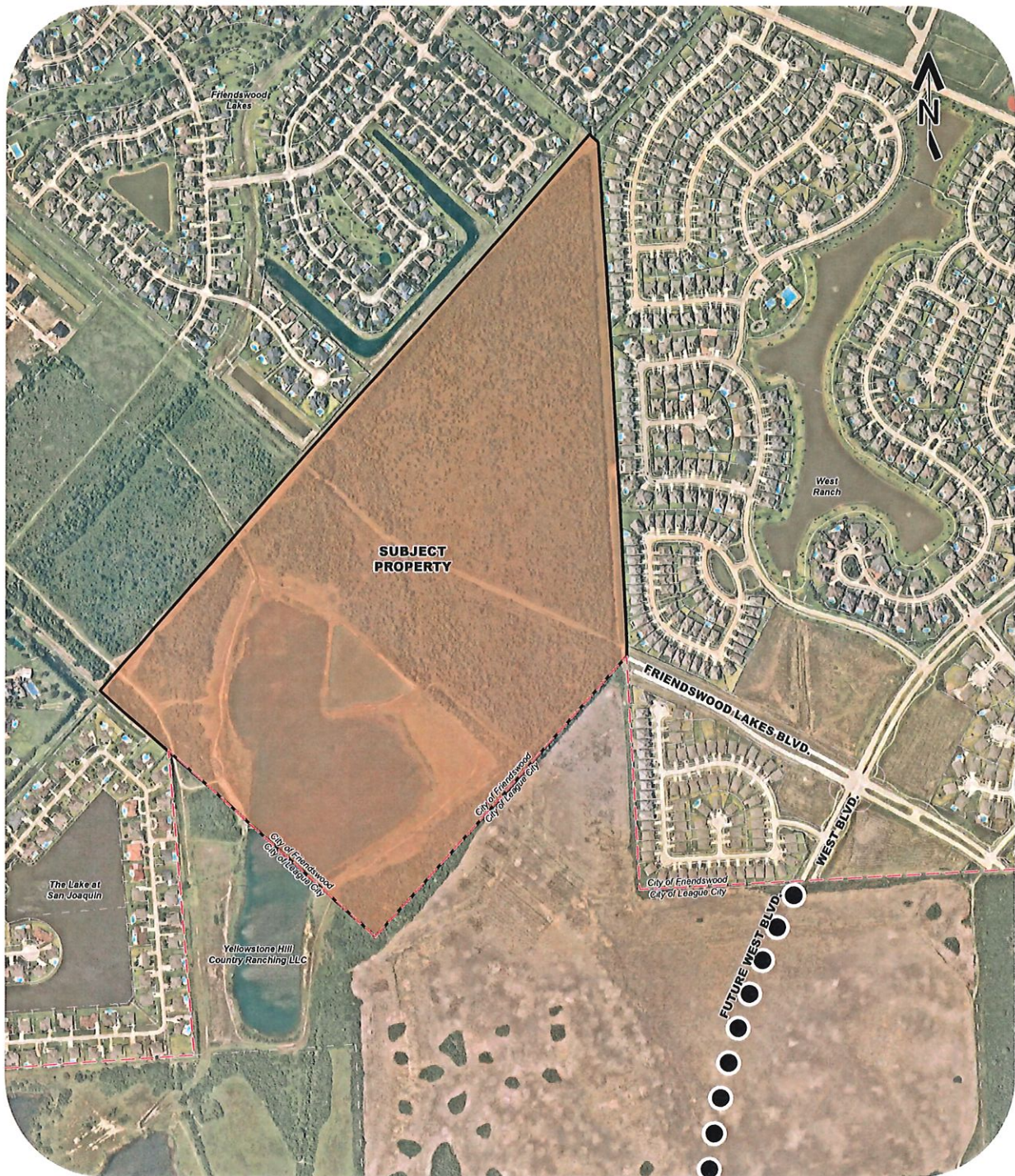


EXHIBIT A

a schematic development plan for
AVALON
AT FRIENDSWOOD
±157.2 ACRES OF LAND
 prepared for
TAYLOR MORRISON

META
 PLANNING + DESIGN

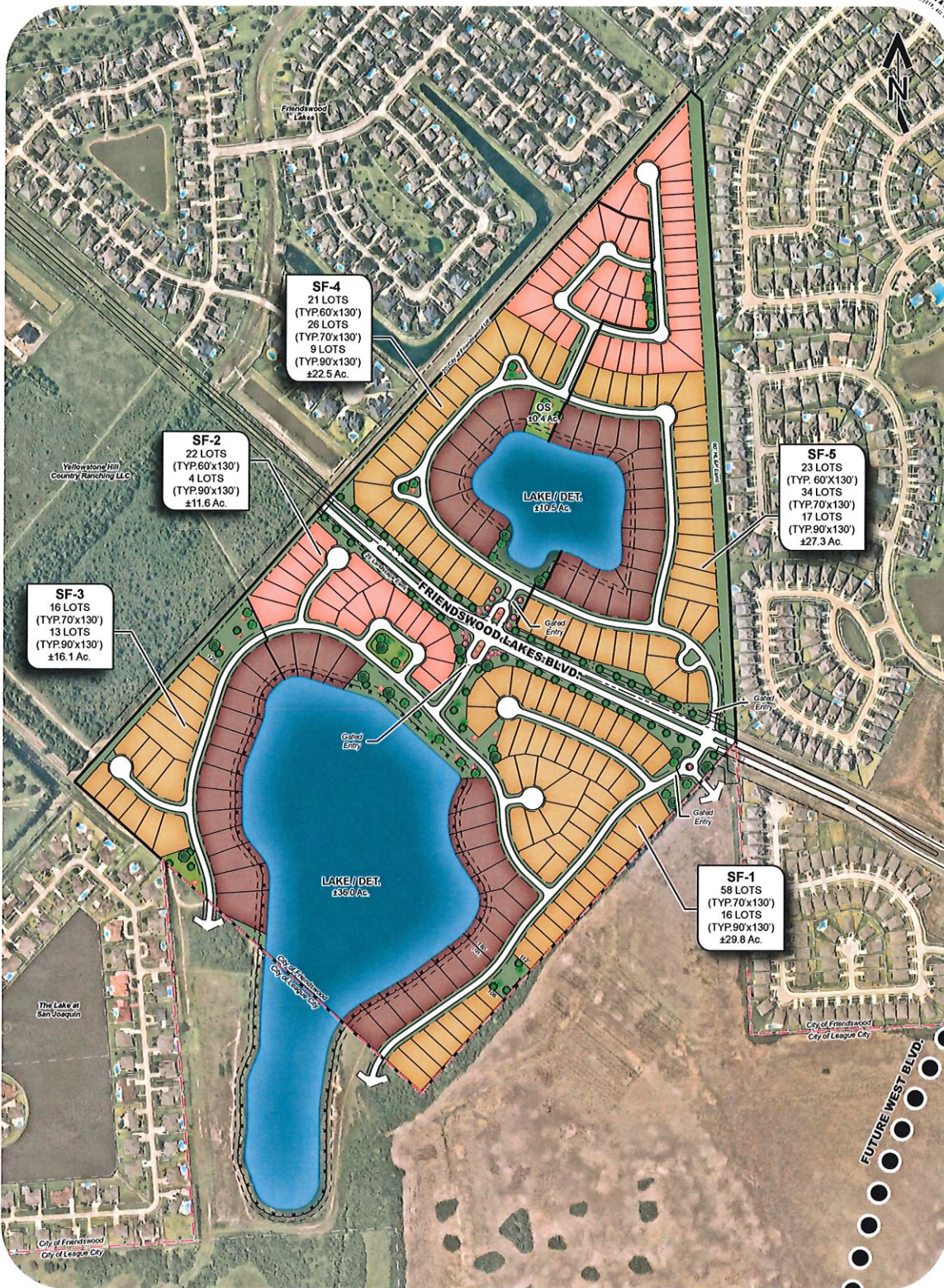
24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422

SCALE
 0 100 200 400

MTA-4711A
 JULY 01, 2019

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING, DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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LOT SUMMARY - FRIENDSWOOD

60'x130'	66 LOTS	25%
70'x130'	134 LOTS	52%
90'x130'	59 LOTS	23%

TOTAL 259 LOTS

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, LODOPLANS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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EXHIBIT B

a schematic development plan for **AVALON AT FRIENDSWOOD** ±157.2 ACRES OF LAND

prepared for
TAYLOR MORRISON

META
PLANNING + DESIGN

SCALE
0 100 200 400

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

META-4711A
JULY 31, 2019

(Title: An ordinance amending the zoning classification for a tract or parcel containing 115.998 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein.)

ORDINANCE NO. 2019-11

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 115.998 ACRES OF LAND ALONG THE FUTURE FRIENDSWOOD LAKES BOULEVARD BETWEEN WEST RANCH AND FRIENDSWOOD LAKES SUBDIVISIONS, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO PLANNED UNIT DEVELOPMENT (PUD) FOR A RESIDENTIAL DEVELOPMENT, "AVALON AT FRIENDSWOOD", CONSISTING OF THE FOLLOWING TRACTS: 1) 87.774 ACRES, MORE OR LESS, BEING A PORTION OF A CALLED 96.944 ACRES TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69 IN GALVESTON COUNTY, FRIENDSWOOD, TEXAS, SAVE AND EXCEPT A 9.170 ACRE PORTION OF THE SAME TRACT; AND 2) 28.2240 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC, FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL (SFR) TO PLANNED UNIT DEVELOPMENT (PUD) FOR A RESIDENTIAL DEVELOPMENT, "AVALON AT FRIENDSWOOD"; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Constance Cleaves Brakebill, Catherine Mahon, Virginia P. Cleaves, Wilbur R. Cleaves, Melissa Cleaves Benson, and Cypress Creek Holdings Ltd., acting by and through

Janet Cleaves Acord, are the Owners of an 87.774 acre parcel of land, being a portion of a called 96.944 acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas, save and except a 9.170 acre portion of the same tract; and Yellowstone Hill Country Ranching LLC, acting by and through Charles Gregory Evans, is the owner of 28.2240 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching LLC in Clerk's file number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, (the "Property") is also depicted in Exhibit "A" incorporated herein by reference, including warranty deeds, surveys and metes and bounds descriptions, location map, zoning map and aerial map; and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Planned Unit Development (PUD) to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit "B"; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, a public hearing on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Single Family Residential (SFR) to Planned Unit Development (PUD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein. This rezoning is specifically conditioned upon Owner's full compliance with Appendix C, Zoning Ordinance, Section 7. "Schedule of District Regulations," J. "Planned Unit Development, General Purpose and Description," paragraph 7.c.2 (Option 2).

Section 3. The Official Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning

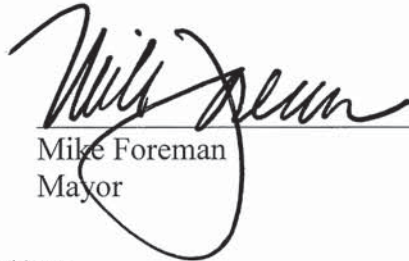
classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 1st day of April, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 6th day of May, 2019.


Mike Foreman
Mayor

ATTEST:


Melinda Welsh, TRMC
City Secretary



Exhibit "A"

1. Applications
2. Property Deeds
3. Metes and Bounds Descriptions
4. Aerial Map
5. Location Map
6. Zoning Map

Exhibit "B"

1. Avalon at Friendswood PUD document
2. Exhibit A – Area Map
3. Exhibit B – Schematic Development Plan

Ordinance Exhibit "A"



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-7314201

Owner's Mailing Address: 204 Woodlawn

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: constance.brakebill@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Constance Cleaves Brakebill Date: 12/28/2018

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Sumner</u>	Application Number: <u>PLAN-2018-0062</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Catherine Mahon Phone: 908-200-5820

Owner's Mailing Address: 90 Allen Rd. 3001

City: Miami Beach State: FL Zip: 33139 Fax: _____

Owner's Email Address: Catherine.mahon@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: [Signature] Date: 1/22/2019

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Summers</u>	Application Number: <u>PLAN-2018-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virginia P. Cleaves Phone: 214-801-5594

Owner's Mailing Address: 13500 Golden Wave Loop

City: Austin State: TX Zip: 78738 Fax: _____

Owner's Email Address: virginia.cleaves@sbccglobal.net

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Virginia P. Cleaves Date: Jan 16 2019

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Sumner</u>	Application Number: <u>PLAN-2018-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



910 S. FRIENDSWOOD DRIVE
Friendswood, TX 77546
Phone: 281-996-2201 Fax: 281-996-3260
www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Wilbur R. CLEAVES Phone: 361 815 0302

Owner's Mailing Address: 241 Rosebud Av

City: Corpus Christi State: TX Zip: 78404 Fax: ~~1-361-8845554~~

Owner's Email Address: <tedCLEAVES@yahoo.com>

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Wilbur R. Cleaves Date: 1/17/19

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: B Sumner

Date of Public Hearing: 3-4-19

Property Owner Notices: 2-22-19

Application Number: PAID-2018-0002

Received Date: 1-28-19

Newspaper Notice: 2-11-19

Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: MELISSA CLEVES BENSON Phone: 214 450-5219

Owner's Mailing Address: 10058 CIRCLEVIEW DRIVE

City: AUSTIN State: TX Zip: 78733 Fax: _____

Owner's Email Address: melissabenson20@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Melissa Benson Date: 1-20-19

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: B Sumner
Date of Public Hearing: 3-4-19
Property Owner Notices: 2-22-19

Application Number: PLAN-2018-00022
Received Date: 1-28-19
Newspaper Notice: 2-11-19
Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Cypress Creek Holdings, Ltd. Phone: 281-220-9356

Owner's Mailing Address: 614 Lindenwood Dr.

City: Houston State: TX Zip: 77024 Fax: _____

Owner's Email Address: dirchweems@comcast.net

AGENT'S NAME: META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Dirch And Weems, Pres. of

Date: 1/16/19

Agent's Signature: Kathryn Parker

Date: 1/25/19
Cypress Creek Holdings, Ltd.

Received By: BSummers
Date of Public Hearing: 3-4-19
Property Owner Notices: 2-22-19

Application Number: PLAN-2018-0002
Received Date: 1-28-19
Newspaper Notice: 2-11-19
Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill Country Ranches Phone: 281 850 6755

Owner's Mailing Address: 7670 Woodway Drive Suite 162

City: Houston State: TX Zip: 77063 Fax: _____

Owner's Email Address: _____ adam@hillhubbarddevelopment.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: _____ Date: Jan 09, 2019

Agent's Signature: _____ Date: Jan 09 2019

Received By: BSummers
Date of Public Hearing: 3-1-19
Property Owner Notices: 2-22-19

Application Number: PLAN-2018-0062
Received Date: 1-28-19
Newspaper Notice: 2-11-19
Sign on Property: 2-22-19

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEES' SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL NONEXEMPT TRUST II, Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST, and Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST ("Grantors") for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL ("Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto Grantee all of Grantors' interest in and to all real property owned by Grantors in Galveston County, Texas, including but not limited to the following described property together with the same interest in all improvements situated thereon, ("Subject Property"):

See Exhibit "A" attached hereto and made a part hereof.

Grantors do hereby convey the properties described above, together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the

{00282587.1 }

FILED AND RECORDED

Instrument Number: 2018062322

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 10/15/2018 2:23PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



2011019071

5 PGS

SPECIAL WARRANTY DEED

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STATE OF TEXAS X
 X KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF GALVESTON X

THAT JANET CLEAVES ACORD, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD NONEXEMPT TRUST II, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD 1993 EXEMPT TRUST, and Janet Cleaves Acord as the Trustee of the 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the below mentioned GRANTEE, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership, (herein referred to as "Grantee") the following undivided interests in all of Grantors' interest in and to the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property")

Grantors do hereby convey the Subject Property together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, and Grantors do hereby bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Subject

Property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

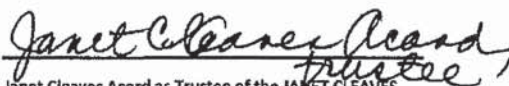
GRANTORS

JANET CLEAVES ACORD



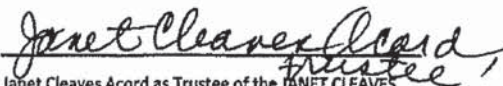
Janet Cleaves Acord

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II



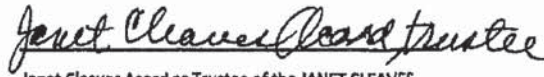
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST



Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

A handwritten signature in cursive script that reads "Janet Cleaves Acord trustee". The signature is written in black ink and is positioned above a horizontal line.

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

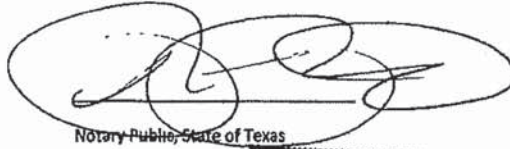
STATE OF TEXAS X

 X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JANET CLEAVES ACORD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacities therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of April 2011.



Notary Public, State of Texas

After recording, please return to:

Dinah Weems

614 Lindenwood Drive

Houston, Texas 77024



EXHIBIT "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R. Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011019071

April 14, 2011 01 27 31 PM

FEE \$32.00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 10 0612% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time any and all leases, restrictions, covenants,

conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

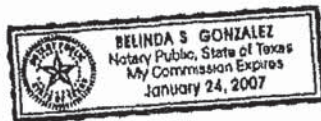
Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF Harris §
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475309 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr., by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office;

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045574
KERN.S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R. CLEAVES, as Trustee of the WILBUR R CLEAVES 1993 EXEMPT
 TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is
 hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED,
 and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided
 11 3050% of Grantor's undivided one-half (1/2) interest in and to the property described on
 Exhibit "A" attached hereto and by this reference incorporated herein for all purposes,
 together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
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 this paragraph

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 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

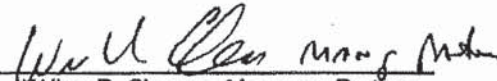
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

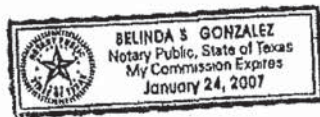
COUNTY OF Dallas

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475688 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle
2004 JUL 09 09:51 AM 2004045576
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3.6340% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if
 any, relating to the Subject Property, but only to the extent they are still in force and effect

and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By: 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

COUNTY OF Quezon

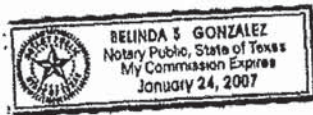
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr., by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr. tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R. Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045577
KERN.S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES, as Trustee of the WILBUR R CLEAVES 1993
 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 10 06120% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

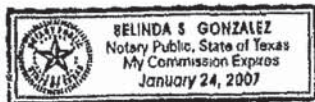
THE STATE OF TEXAS §
 §
COUNTY OF Mexico §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475886 01
004092-000000

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THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

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THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia

2004 JUL 09 09:51 AM 2004045578
KERNLS \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the VIRGINIA PARRISH CLEAVES
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76840% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

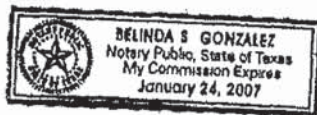
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

PAID

0475681.01
004092-000000

Exhibit "A"

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BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwestern line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R. Williams Survey;

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045580
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 11.305% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

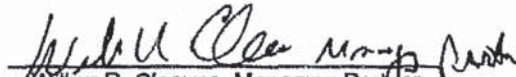
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS

COUNTY OF Harris

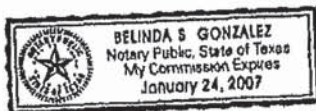
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

Jennifer M. Eiskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0444582 01
000344-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045581
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
 COUNTY OF GALVESTON §

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

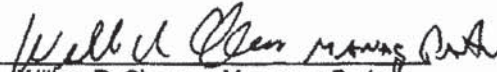
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

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GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

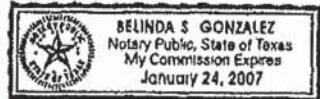
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF Meeker §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004.

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DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475311 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045582
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
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 COUNTY OF GALVESTON §

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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the CATHERINE CLEAVES
 MAHON 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 3 35378% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
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TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves Managing Partner
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

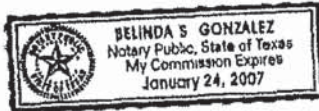
COUNTY OF Wheeler

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

AND

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475493 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr, by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R. Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045583
KERN'S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the CATHERINE CLEAVES
 MAHON 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property. The term "Subject Property" shall refer to and include the property described in
 this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time: any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

COUNTY OF Harris

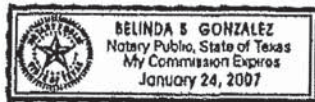
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475490 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045584

KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 35378% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Pamsh Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

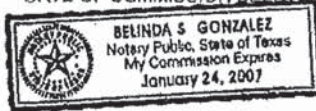
COUNTY OF Harris

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
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and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475672 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045585
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 2110% of Grantor's undivided one-half (1/2) interest
 in and to the property described on Exhibit "A" attached hereto and by this reference
 incorporated herein for all purposes, together with all improvements situated thereon
 ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parnish Cleaves
13055 Hunters Breeze
San Antonio, Texas 78230

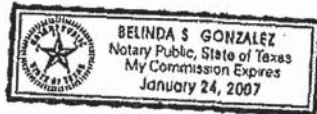
THE STATE OF TEXAS
COUNTY OF Mueces

§
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§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045586
KERN \$ 15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
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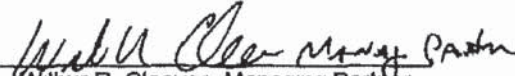
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GRANTOR

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PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

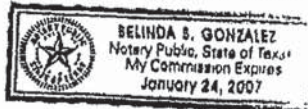
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
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STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elske
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475680 01
004092-000000

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Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045587
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CATHERINE CLEAVES MAHON (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 1.21100% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Catherine Cleaves Mahon
1605 Rabb Road
Austin, Texas 78704

THE STATE OF TEXAS
COUNTY OF Wheeler

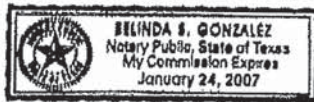
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475495 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R. Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045588
KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves, Managing Partner
Wilbur R. Cleaves, Managing Partner *partner*

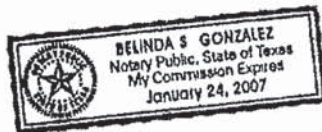
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §
 §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: **PAID**
Jennifer M. Elskas
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475673 01
004092-000000

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THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045589
KERN.S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by MELISSA CLEAVES BENSON (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 21100% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
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TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves, Managing Partner
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Melissa Cleaves Benson
4400 Hanover
Dallas, Texas 75225

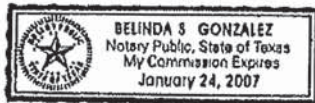
THE STATE OF TEXAS §
COUNTY OF Harris §
 §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475498 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia

2004 JUL 09 09:51 AM 2004045590
KERN-8 \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

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SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF GALVESTON §

That THE ESTATE OF GEORGE A. BOFYSIL, JR., acting by and through Sherry B. Angelo and Georgia B. Graugnard, as Co-Independent Executrixes ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company ("Grantee"), whose address is 770 S. Post Oak Ln, Ste. 600, Houston, Texas 77056, the receipt and sufficiency of which are hereby acknowledged, subject to the reservations, exceptions, restrictions and other terms and provisions hereinafter described, has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY unto the Grantee, all of that certain real property described as follows, to-wit:

The SURFACE ONLY of two (2) tracts of land, one containing approximately 194.21 acres situated in the Geo Patterson Survey, Abstract No. 645 and the Mary Fabreau Survey, Abstract No. 69 and the other containing approximately 26.92 acres situated in the I. & G. N.R.R. Survey No. 5, Abstract No. 622, located in Galveston County, Texas, which tracts are more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes;

together with any and all improvements thereon and any and all appurtenances and hereditaments pertaining thereto (the "Property").

This Deed is subject to the following terms and provisions

A. Exceptions. This conveyance is made and accepted subject to, all and singular, but only to the extent that the same are currently valid and enforceable against the Property, all restrictions, reservations, encumbrances, easements, rights-of-way, outstanding royalty and mineral interests, covenants, conditions, and other matters relating to the Property more particularly set forth in Exhibit B, attached hereto and incorporated herein for all purposes and any ad valorem taxes and assessments applicable to the Property which are not yet due and payable and any additional taxes, penalties or interest assessed as a result of the transfer of the Property or any subsequent change in the use of the Property. All ad valorem taxes and assessments for the Property for the calendar year 2010 which are not yet due and payable have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years and any additional taxes, penalties or interest hereafter assessed as a result of the transfer of the Property or any subsequent change in the use of the Property

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B. Mineral Reservation. There is excepted from this Special Warranty Deed and the warranty contained herein, and Grantor hereby reserves unto itself, its successors and assigns, all of Grantor's rights and interests in and to all oil, gas and other minerals in, on and under or that may be produced from the Property. Grantor hereby waives and releases its rights to ingress and egress to and from said Property for the purpose of exploring for, storing, producing or otherwise developing said oil, gas and other minerals. Notwithstanding the foregoing to the contrary, Grantor reserves unto itself and its successors the rights to develop and produce oil, gas and other minerals in, on, under or that may be produced from the Property by pooling or by directional drilling under the Property from well sites located on lands other than the Property.

C. Access Easement Reservation. Grantor hereby reserves, free of any charge, a twenty foot (20') wide temporary non-exclusive access easement on, over and across the portion of the Property located west of that certain five foot (5') easement granted to Southwestern Bell filed for record under Galveston County Clerk's File No. 9847780 and recorded under Film Code No. 012-96-2002 of the Official Public Records of Real Property of Galveston County, Texas (the "Access Easement") for the sole purpose of providing emergency vehicular access to and from the land owned by Grantor located south and west of the southern boundary of the Property and east of F.M. 528 ("Grantor's Adjacent Land") by Grantor's agents and representatives and subject to the limitation that the Access Easement shall automatically be released and become null and void in 5 years. The Access Easement may not be assigned to any other person or entity (other than the heirs of the Estate of George A. Bofysil, Jr. in any distribution of Grantor's Adjacent Land from the estate), shall not be used for any operating or development activities conducted on Grantor's Adjacent Land and may be reconfigured or relocated from time to time to accommodate development of the Property and/or as may be required in order to maintain access to and from Grantor's Adjacent Land to a public street. Any relocation or reconfiguration of the Access Easement shall be subject to the approval of Grantor and Grantee, which approval shall not to be unreasonably withheld, conditioned or delayed, provided, however, that any such relocation or reconfiguration affords reasonably equivalent usable physical access for the purpose for which the Access Easement is granted. Upon agreement of Grantor and Grantee to any relocation or reconfiguration of the Access Easement from time to time, Grantor and Grantee agree to execute and record an amendment to the description of the Access Easement showing the new location and configuration of the Access Easement and granting the Access Easement over such new location and releasing any area which is no longer subject to the Access Easement.

D. Deed Restriction. Grantor hereby establishes and imposes against the portions of the Property located northwest of the northern boundary of Lot 20 of the David Fahey Subdivision, recorded in Volume 18, Page 417 of the real property records of Galveston County, Texas (the "Restricted Property") the following restrictive covenant which shall hereafter run with the land and burden the Restricted Property and all portions thereof.

The Restricted Property shall only be used for residential purposes, provided, however, in no event shall the Restricted Property be

used for commercial use, apartments or for mobile homes (the "Use Restriction"), and provided further, however, that the current use of all or any portion of the Restricted Property for agricultural purposes may be continued until the Restricted Property is developed and used for residential purposes, whereupon the Use Restriction shall be applicable with respect to the portions of the Restricted Property so developed and used from time to time. It is acknowledged and agreed by Grantor that the construction of streets and utilities and the grading of the land for residential development prior to construction and occupancy of residential structures shall not constitute a violation of the Use Restriction. The Restricted Property may be rezoned from time to time for any use not prohibited by the Use Restriction.

The Use Restriction shall be for the benefit of all other property owned by Grantor in the area ("Grantor's Remaining Property"). The Use Restriction shall be enforceable by Grantor and its successors and assigns as future owners of fee simple or leasehold estate title to all or any portion of Grantor's Remaining Property, any or all of whom shall have the right to obtain such relief as may be available in law or in equity to enforce the Use Restriction and/or to recover damages for the breach thereof.

E "AS IS" Conveyance. Grantee acknowledges and agrees as follows

(i) Grantee has purchased the Property, and the Property is hereby conveyed and transferred to Grantee, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Grantor, excepting the warranties pertaining to the special warranty of title to the Property contained in this deed and except as specifically provided in the Unimproved Property Contract for the purchase of the Property. Grantee further acknowledges and agrees there are no oral agreements, warranties or representations collateral to or affecting the Property by Grantor or any agent of Grantor (the "Contract") Grantor is further not liable or bound in any manner by any statements, representations or information pertaining to the Property furnished orally by any real estate broker, agent, employee, servant or other person,

(ii) Grantee shall not be entitled to, and shall not, rely on the Grantor or its agents as to (1) the quality, nature, adequacy, or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any, (2) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property, (3) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, (4) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose, (5) the zoning or other legal status of the Property, (6) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental

or quasi-governmental entity, or of any other person or entity, or (7) the quality of any labor or materials relating in any way to the Property; excepting the warranties pertaining to the special warranty of title to the Property and except as specifically provided in the Contract,

(iii) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY EXCEPTING THE WARRANTIES PERTAINING TO THE SPECIAL WARRANTY OF TITLE TO THE PROPERTY AND EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(iv) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE, EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(v) Grantee has had an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Property GRANTEE EXPRESSLY ACKNOWLEDGES THAT IT IS SPECIFICALLY RELYING UPON SUCH INSPECTIONS AND INVESTIGATIONS IN MAKING ITS DETERMINATION TO ACQUIRE THE PROPERTY Grantee further acknowledges that it is relying upon the conclusions and advice of its experts, consultants and professionals in evaluating the feasibility and desirability of the Property for Grantee's use, and that the availability of the rights to investigate and inspect the Property, and Grantee's corresponding reliance upon the results of such investigations and inspections, were a material factor in the determination to enter into the Contract Such inquiries and investigations of Grantee shall be deemed to include, but shall not be limited to the physical components of all portions of the Property, the condition of the Property, and state such facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulation of the city, county, and state where the Property is located, and the value and marketability of the Property,

(vi) Without in any way limiting the generality of the preceding subparagraphs (i) through (v), Grantee specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim it has, might have had, or may have against the Grantor with respect to Grantor's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, and the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon,

(vii) GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, and

(viii) GRANTEE ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS DEED WERE A MATERIAL FACTOR IN GRANTOR'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT GRANTOR IS UNWILLING TO SELL THE PROPERTY TO GRANTEE UNLESS GRANTOR IS RELEASED AS EXPRESSLY SET FORTH ABOVE. GRANTEE, WITH GRANTEE'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS DEED, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

F. Counterparts. More than one counterpart of this Deed may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original, the pages of which may be aggregated to form a single document.

G. Binding Effect. This Deed shall inure to the benefit of and be binding upon Grantor, its successors and assigns, and Grantee and its successors and assigns, and to the successors in ownership to any interest in the Property and in any other property of Grantor (whether owned by Grantor in fee simple or in which Grantor owns an easement estate) affected hereby, it being agreed that all of the provisions of this Deed, shall run with the land

TO HAVE AND TO HOLD the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Whenever the context of this Special Warranty Deed requires, (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders and (c) the term

"successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

This Special Warranty Deed is executed by Sherry B. Angelo and Georgia B Graugnard, not individually, but solely in their capacity as the Co-Independent Executrices, of the Estate of George A. Bofysil, Jr and neither shall have any personal liability hereunder

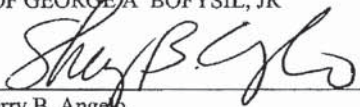
[SIGNATURE PAGE FOLLOWS THIS PAGE]

EXECUTED on the date of the acknowledgment set forth below to be effective
for all purposes as of the 29 day of November, 2010

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By



Sherry B. Angelo,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

By



Georgia B. Graugnard,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

STATE OF TEXAS

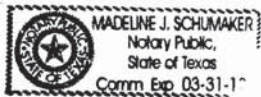
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COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Sherry B. Angelo

(Seal and Expiration Date)




Notary Public

STATE OF TEXAS

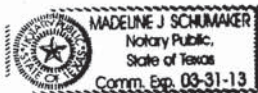
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COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Georgia B. Graugnard

(Seal and Expiration Date)




Notary Public

7

HOU 3059373 5

GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

By _____
Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS

§

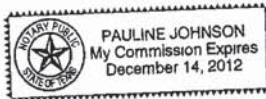
COUNTY OF GALVESTON

§

§

The foregoing instrument was acknowledged before me this 29 day of November, 2010, by Charles Gregory Evans, Manager of Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company, on behalf of such Company.

(Seal and Expiration Date)



Notary Public

RETURN TO

American Title Company of Houston
349 E. Parkwood Drive
Friendswood, TX 77546
Attention: Pauline Johnson
Ref: GF# 1873-10-1065

LIST OF EXHIBITS

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

EXHIBIT A

Property Description

TRACT "A"

A tract of land containing 8,459,890 square feet out of and being part of Lots 1-3, 13-16 and 19-20 of the David Fahey Subdivisions, as recorded in Volume 118, Page 417 and also being out of and a part of Lot 4 of the Burgess Subdivision as recorded in Volume 119, Page 14, both subdivisions of the County Clerk of Galveston County, Texas and being situated in Geo Patterson Survey, Abstract Number 645 and the Mary Fabreau Survey, Abstract Number 69, Galveston County, Texas with said 8,459,890 square feet being more particularly described by Metes and Bounds as follows

COMMENCING at a 5/8 Inch iron rod found at the North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston County and at the Northwest corner and Place of Beginning of the herein described tract,

THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One recorded in Volume 18, Page 1176 of the Galveston County Map Records at the most Northerly corner of this tract,

THENCE S 46 deg -22min -44 sec E, (called S 46 deg -23 min -49 sec E), along the said Southwesterly line of Friendswood Lakes, Section One and an Easterly line of this tract a distance of 717 47 feet (called 717 77) to a 5/8 Inch iron rod found at the called South corner of said Friendswood Lakes, Section One, the most Northerly corner of a called 2 0477 acre tract of land described in deed to Friendswood Lakes, Inc - in film code number 014-67-1510 and at an angle point of the hereon described tract,

THENCE S 62 deg -06 min 21 sec E (called S 62 deg -05 min -22 sec E), along the Southeasterly line of said called 2 0477 acre tract a distance of 836 42 feet (called 836 12 feet) to a 5/8 Inch iron rod found at the Southerly corner of said called 2 0477 acre tract, the Westerly corner of a called 32 4763 acre tract described in deed to Friendswood Lakes, Inc in film code 014-67 -1510 and an angle point of this tract,

Exhibit A - Page 1

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Handwritten signature and initials, possibly "JMT" and "bb", in dark ink.

THENCE S 47 deg -16 min -50 sec E (called 47 deg -17 min -03 sec E), along the Southwesterly line of the called 32 4763 acre tract a distance of 820 58 feet (called 820 80 feet), to a 5/8 iron rod found at the Southerly corner of the called 32 4763 acre tract and an angle point of the hereon described tract,

THENCE N 42 deg -41 min 10 sec E (called N 42 deg -42 min -57 sec E), along the Southeasterly line of the called 32 4763 acre tract, a distance of 253 77 feet (called 253 67 feet), in an iron rod with cap found in the Southwesterly line of Friendswood Lakes, Section Two, as recorded in Volume 18 Page 1366 of the Galveston County Map Records, at the Southeasterly corner of called 32 4763 acre tract and at an angle point of this tract,

THENCE S 47deg -16 min -31 sec E (called S47 deg -18 min -18 sec) along the Southwesterly line of said Friendswood Lakes, Section Two, a distance of 460 42 feet (called 459 83 feet) to a iron rod with cap found at a point of curvature to the left of Friendswood Lakes, Section Two and the hereon described tract,

THENCE in a Northeasterly direction along the arc of said curve to the left having a radius of 25 00 feet, a central angle of 89 deg -54 min -23 sec (called 90 deg -00 min 54 sec) and an arc length of 39 23 feet (called 39 28 feet) to an iron rod with cap found at the Southwesterly corner of Sandy Lakes Boulevard, called 60 foot right-of-way at an interior corner of Friendswood Lakes, Section Two and this tract

THENCE S47 deg -17 min - 01 sec E (called S47 deg 18 min -18 sec E), along the Westerly line of Sandy Lakes Boulevard, a distance of 59 91 feet (called 60 00 feet) to an Iron rod with cap found at the Southerly corner of said Sandy Lakes Boulevard, at a point of curvature to the left and an Interior corner of the hereon described tract,

THENCE In a Southeasterly direction around said curve to the left having a radius of 25 00 feet, a central angle of 90 deg -11 min -52 sec (called 90 deg -00 sec -54 sec) and an arc length of 39 36 feet (called 39 28 feet) to an iron rod with cap found at a point of tangency in the Southwesterly line of Friendswood Lakes, Section Two and for an interior corner of this tract,

THENCE S 47deg -16 min -50 sec E (called S47 deg -18 min -18 sec E), along the Southwesterly line of Friendswood Lakes, Section Two a distance of 260 89 feet(called 260 75 feet) to an iron rod with cap found at the most Southerly corner of Friendswood Lakes, Section Two, the Westerly corner of a called 9 801 acre subdivision which is under construction and to be known as the Dominion at Friendswood Lakes and at an angle point for hereon described tract,

THENCE S 47deg,-14 min -38 sec, E (called S 47 deg -15 min -55 sec, E), along the Westerly line of said proposed subdivision, distance of 673 35 feet (called 673,57 feet) to an iron rod with cap found in the Northerly line of a tract of land described in Deed to

Exhibit A - Page 2


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The Wilbur S, Cleaves Family Limited Partnership in film code number 011-61-0107, at the Southerly corner of the proposed subdivision and at the most Easterly corner of this tract,

THENCE S 43 deg -45 min -17 sec W (called S43 deg -45 min 11 sec W), along the Northerly line of said Wilbur S Cleaves Family Limited Partnership tract, a distance of 550 62 feet (called 551 13 feet) to a 5/8 inch iron rod found at the Westerly line of said Cleaves Family Limited Partnership and at an angle point of the hereon described tract,

THENCE S46 deg -16 min -21 sec E (called S46 deg -16 min-27 sec E), along the Westerly line of said Cleaves Family Limited Partnership tract and an Easterly line of this tract, a distance of 2123,10 feet to a 5/8 iron rod with cap set from which a nail inside of a 1 inch iron pipe found is 1 foot 11 inches Westerly and from which a 1" iron pipe found at the called East corner of Lot 21 of the David Fahey Subdivision bears N 43 deg -42 min - 42 sec E a distance of 929 11 feet (called 929,17 feet) and said 5/8 inch iron rod with cap set is in the Northerly line of called First Tract deeded to West Cattle Company in film code number 007-99-1074 and at the Southeasterly corner of this tract,

THENCE S43 deg -42 min -42 sec, W (called S43 deg -42 min,-50 sec W) along said Northerly line of the West Cattle Company tract, a distance of 1220 64 feet to a 5/8 inch iron rod set at an interior corner of the West Cattle Company tract and at an angle point of the hereon described tract,

THENCE N 46 deg -17 min -30 sec, W (called N 46 deg -17 min -22 sec W) along an interior line of the West Cattle Company tract a distance of 194 41 feet to a 5/8 inch iron with cap set at the most Northwesterly corner of the said West Cattle Company tract, the most Easterly corner of a 26 92 acre tract to be known as "Tract B" surveyed at the time as this tract at angle point of this tract,

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a 1/2 inch iron rod found at the Easterly corner of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

THENCE N 46 deg -22 min,-26 sec W, along the Easterly line of said San Joaquin Estates, Sections One, Two and Three the Easterly line of Mission Estates, Section Three as recorded in Volume 18, Page 91 of the Galveston County Map Records and said Somerset Place, a distance of 4379 47 feet (called 4370 05 feet) to the Place of Beginning and containing 194 21 acres

Exhibit A - Page 3



HOU 3059373 5



TRACT"B"

A tract of land containing 1,172, 653 9 square feet out of and being part of a called first tract conveyed to George A Bofysil, Jr as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653 9 square feet being more particularly described in metes and bounds as follows

COMMENCING at a 5/8 inch iron rod found at the called North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575 67 feet (called 574 00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194 21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955 14 feet (called 4953 05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389 91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S00 deg,-33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

Exhibit A - Page 4



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remainder tract, the Southerly corner of The Lake at San Joaquin, Section Two as recorded in Plat Record 2009A, Map Number 3 of the Galveston County Map Records at the Southwesterly corner of this tract,

THENCE N 02 deg -48 min -36 sec W (called N 02 deg -50 min -01 sec W), along the Easterly line of said The Lake at San Joaquin, Sections One and Two, a distance of 1734 00 feet (called 1733 69 feet) to the place of beginning and containing 26 92 acres

Exhibit A - Page 5



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EXHIBIT B

Permitted Encumbrances

As to Tract A

- 1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682
- 5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No. 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 7 All those certain buffers, utility, drainage, water line(s), etc., easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas
- 9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No. 9510390

Exhibit B - Page 1

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- 10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

- 1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391
- 3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

- 1 Subject to the zoning ordinances now in force in the city of any governing municipality
- 2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

Exhibit B - Page 2



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- 3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- a Rights or claims, if any of fence(s) traversing the utility easement(s)
 - b Genesis pipeline markers across Tract 1 that lies within the roadway
 - c Overhead electric, towers and guy anchors affecting Tract 1



Exhibit B - Page 3



HOU 3059373 5

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010059686

December 01, 2010 01 41 12 PM

FEE \$76 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

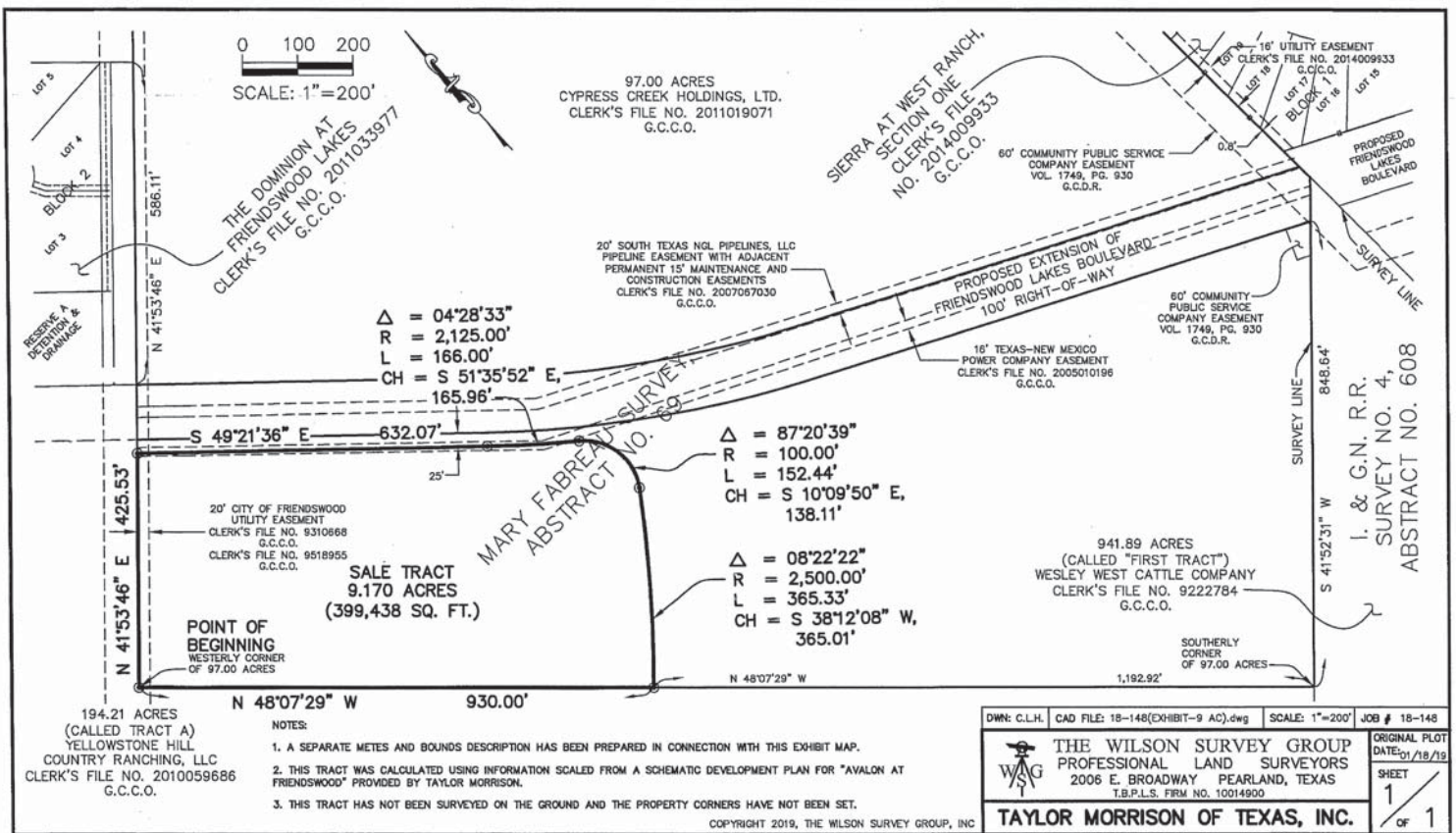
The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900



Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18





SAVE AND EXCEPT

Taylor Morrison of Texas, Inc.
9.170 Acres
Sale Tract

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 9.170-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 9.170-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at the westerly corner of said 97.00-acre tract, said point is an interior corner of a 194.21-acre tract of land (called Tract "A") described in a deed to Yellowstone Hill Country Ranching, LLCC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the northwesterly line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract for a distance of 425.53 feet to the northerly corner of the herein described tract;

THENCE, South 49°21'36" East, 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard (based on a width of 100-feet) and along the northeasterly line of the herein described tract for a distance of 632.07 feet to the point of curvature of a curve to the left;

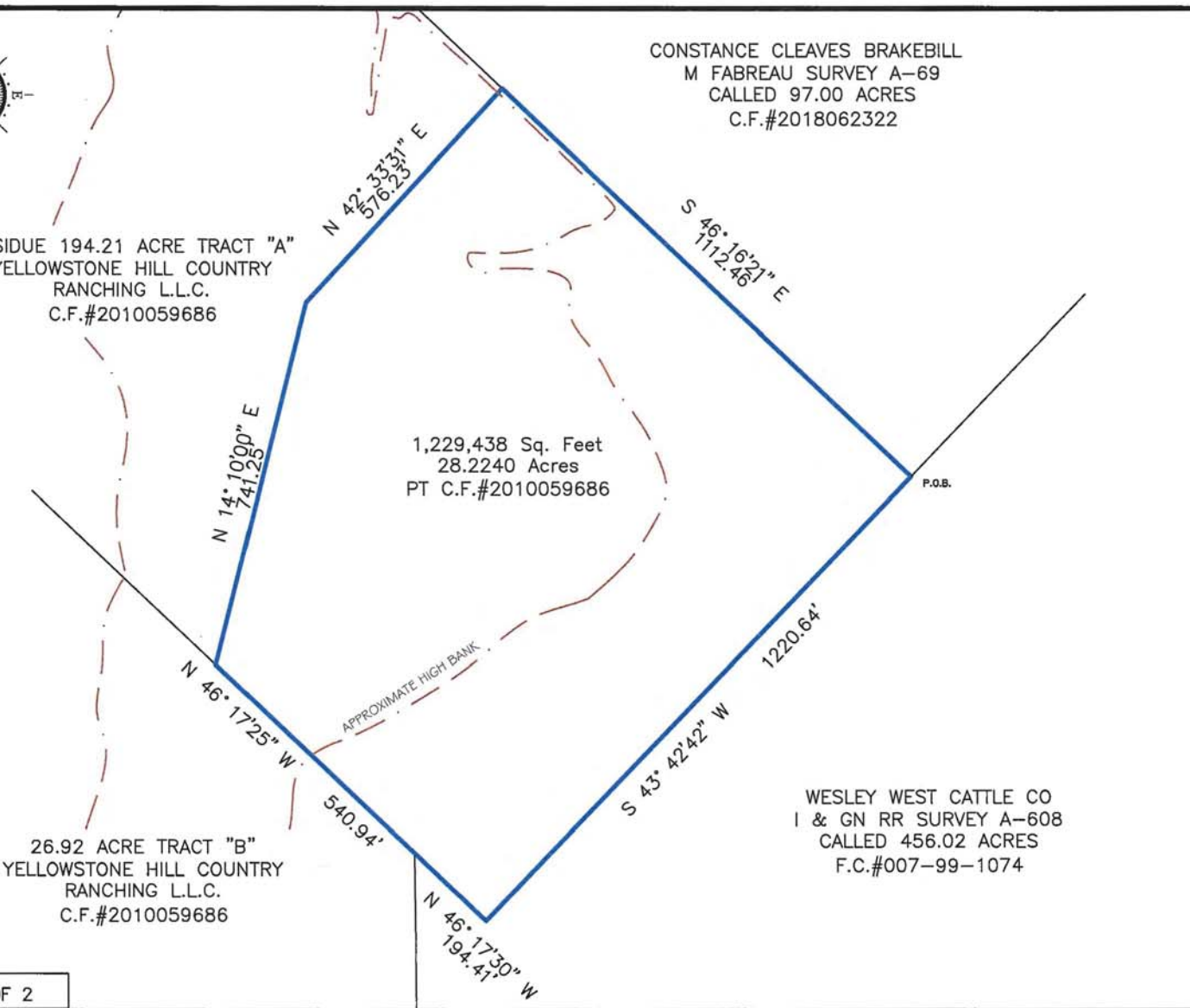
THENCE, continuing 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard, same being the northeasterly line of the herein described tract, and with said curve to the left, having a radius of 2,125.00 feet, a central angle of 04°28'33", (chord bears South 51°35'52" East, 165.96 feet), for an arc distance of 166.00 feet to a point of reverse curvature;

THENCE, continuing along the northeasterly line of the herein described tract, and with said curve, having a radius of 100.00 feet, a central angle of 87°20'39", (chord bears South 10°09'50" East, 138.11 feet), for an arc distance of 152.44 feet to the point of curvature of a curve to the right;

THENCE, along the southeasterly line of the herein described tract and with said curve to the right having a radius of 2,500.00 feet, a central angle of 08°22'22", (chord bears South 38°12'08" West, 365.01 feet), for an arc distance of 365.33 feet to a point in the southwesterly line of the aforementioned 97.00-acre tract, same being the northeasterly line of the aforementioned 194.21-acre tract;

THENCE, North 48°07'29" West, along the southwesterly line of said 97.00-acre tract, same being the northeasterly line of said 194.21-acre tract, for a distance of 930.00 feet to the POINT OF BEGINNING, containing a computed area of 9.170-acres (399,438 square feet).

5



THIS SKETCH IS INCORPORATED
AS A BOUNDARY

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING
(1,229,438 SQUARE FEET) OR
LESS, BEING A PORTION OF
ACRE TRACT DESCRIBED AS
CONVEYED TO YELLOWSTONE
RANCHING LLC IN CLERK'S RECORDS,
2010059686 OF THE GALVEZ COUNTY
RECORDS, SAID 28.2240 ACRES
FURTHER DESCRIBED BY MAP
AS ATTACHED.

AVALON AT FR

DATE 01/10/2019

PRO
T.B.
P.O. BOX 1366, FR
PHONE: 281-996-11
PROFESSIONAL SURVEY AND
© 2019 PRO-SURV - AL

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113
CONTACT: TIM LESAK, RPLS

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METES AND BOUNDS DESCRIPTION 28.2240 ACRE (1,229,438 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 HARRIS COUNTY, TEXAS

A TRACT OF LAND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS SAID 28.2240 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 194.21 ACRE TRACT, BEING IN THE NORTHERLY LINE OF A TRACT AS CONVEYED TO WEST CATTLE COMPANY IN FILM CODE NUMBER 007-99-1074 AND BEING THE SOUTH CORNER OF A TRACT AS CONVEYED TO CONSTANCE CLEAVES BRAKEBILL IN CLERK'S FILE NUMBER 2018062322;

THENCE SOUTH 43°42'42" WEST, ALONG SAID NORTH LINE OF SAID WEST CATTLE COMPANY TRACT AND SOUTH LINE OF SAID 194.21 ACRE TRACT, A DISTANCE OF 1,220.64 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46°17'30" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID WEST CATTLE COMPANY TRACT AND 194.21 ACRE TRACT, A DISTANCE OF 194.41 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID WEST CATTLE COMPANY TRACT AND BEING THE EAST CORNER OF A CALLED 26.92 ACRE TRACT DESCRIBED AS TRACT "B" IN SAID DEED TO YELLOWSTONE HILL COUNTRY RANCHING LLC;

THENCE NORTH 46°17'25" WEST, ALONG THE EASTERN LINE OF SAID 26.92 ACRE TRACT, A DISTANCE OF 540.94 FEET TO A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT LYING WITHIN A LAKE/DETENTION RESERVE;

THENCE NORTH 14°10'00" EAST, CROSSING SAID 194.21 ACRE TRACT WITHIN SAID 38.99 ACRE LAKE/DETENTION RESERVE, A DISTANCE OF 741.25 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

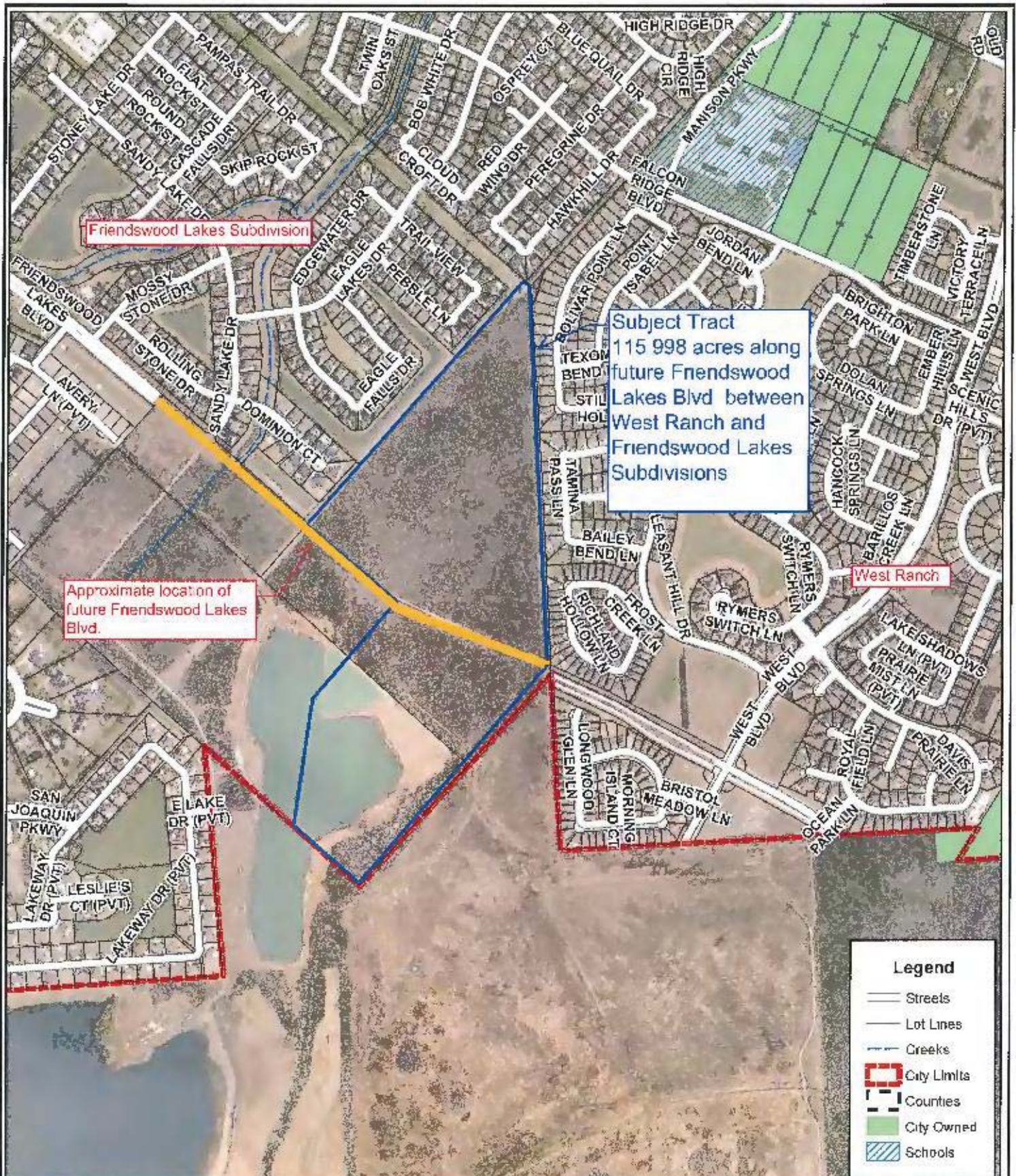
THENCE NORTH 42°33'31" EAST, A DISTANCE OF 576.23 FEET TO A POINT IN THE NORTHEAST PROPERTY LINE OF SAID 194.21 ACRE TRACT, ALSO BEING THE SOUTHWEST PROPERTY LINE OF SAID BRAKEBILL TRACT;

THENCE SOUTH 46°16'21" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1,112.46 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET), MORE OR LESS, WITH APPROXIMATELY 15.2360 ACRES BEING SUBMERGED WITHIN SAID LAKE/DETENTION RESERVE.

AREA IN LAKE IS APPROXIMATED AND DERIVED FROM AN ON THE GROUND SURVEY PERFORMED FEB. 2, 2015.

DIMENSIONS LISTED HEREON ARE DERIVED FROM A PROPERTY EXHIBIT PROVIDED BY DEVELOPER.

SEE PROJECT # PS1901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC,
P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS, (2) assumes all responsibility for the use thereof and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

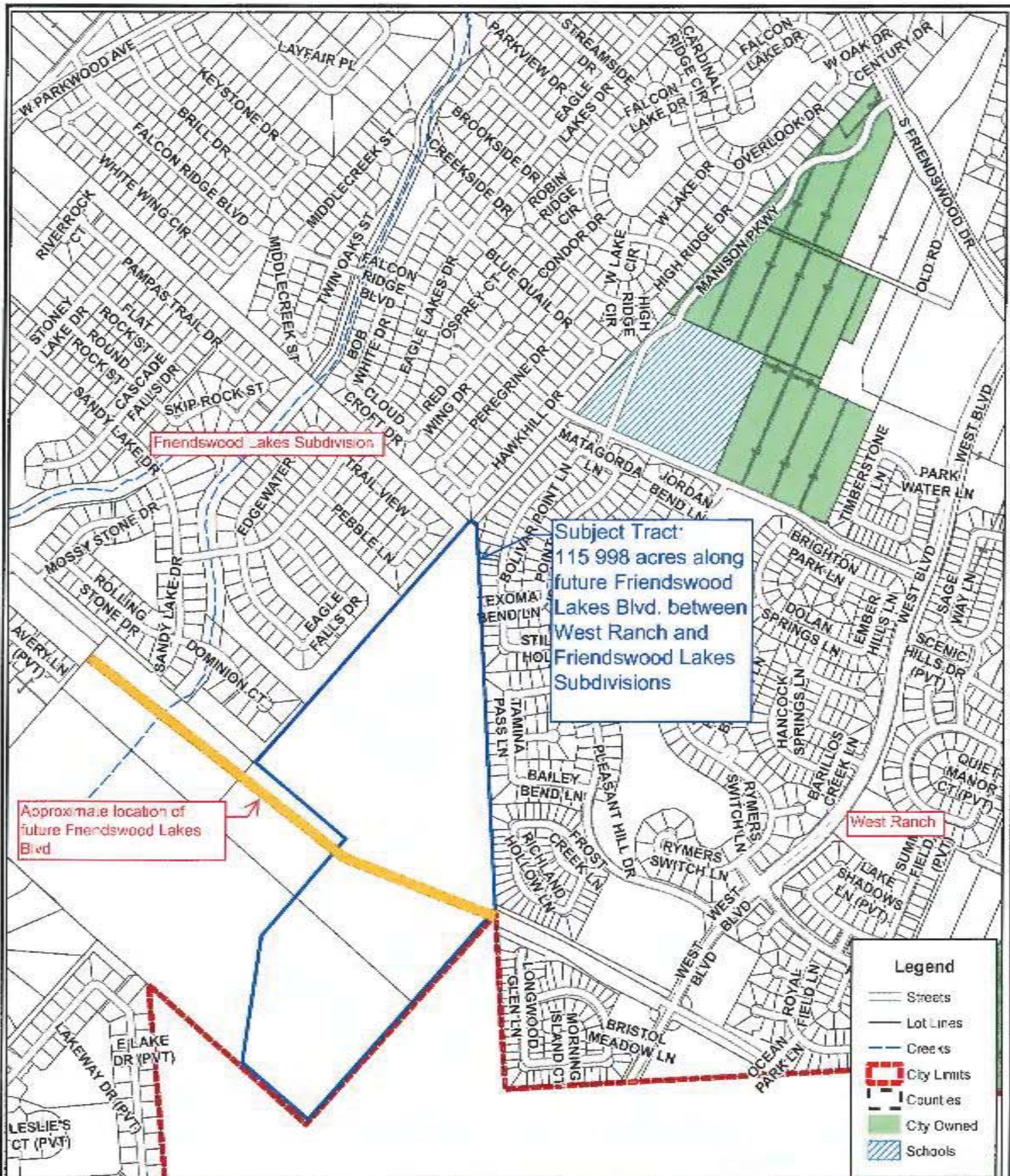


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. See C. §2501.10. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

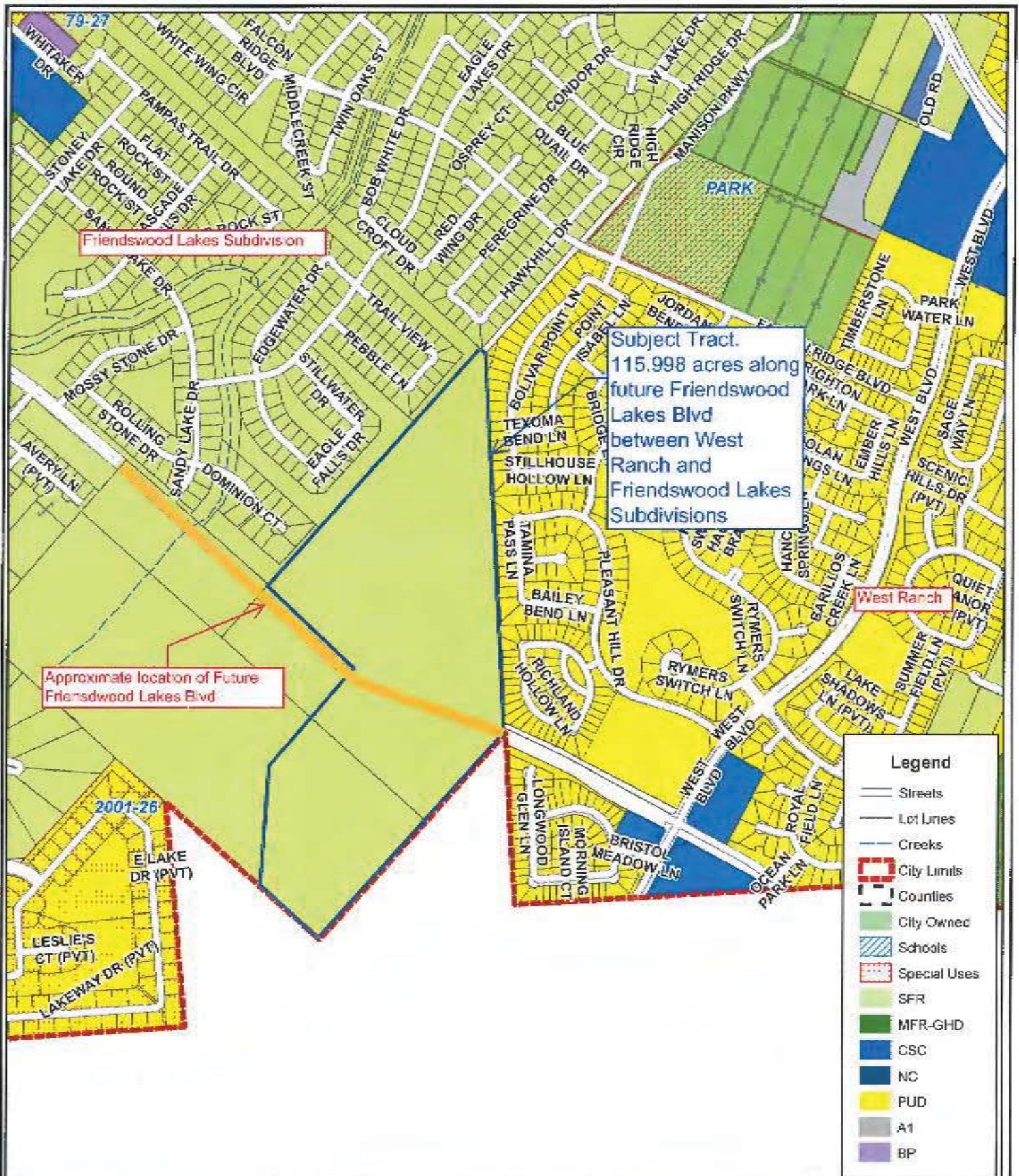


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Friendswood GIS Mapping



1" = 968'

Ordinance Exhibit "B"

AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT

± 115.998 Acres

Prepared For:
Taylor Morrison

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

TABLE OF CONTENTS

- I. Introduction**
 - a. Purpose
 - b. Location and Existing Conditions
- II. Project Description**
 - a. Character of Community
 - b. Land Use
 - c. Permitted Uses
- III. Development Guidelines**
 - a. Residential Development Regulations
 - b. Signage
 - c. Amenities/Open Space
 - d. Phasing/Development Schedule
- IV. Exhibits**
 - a. Area Map
 - b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a $\pm$ 116 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations - 1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)	Zero Lot Line (Y/N)	Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots

1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
2. A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings, fences, and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements

3) Cul de Sacs and knuckles

1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
 - a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided

4) Points of Access

1. Any development over seventy five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
- 6) Lake/Detention Maintenance
 1. A private maintenance agreement between the HOA for Avalon at Friendswood and the adjacent property owner and/or future HOA will be provided at the time of final plat recordation of any sections utilizing the lake for detention

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

- 1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4' x 8' vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
- 2) Neighborhood monumentation
 - a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 31% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 27.0
Easements	+/- 4.9
Landscape/Open Space	+/- 4.3
TOTAL	+/- 36.2

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 3 phases. The initial phase will consist of approximately 100 to 120 lots and will be located within the eastern half of the property north of Friendswood Lakes Blvd as well as the portion of development along the lake on the south side of Friendswood Lakes Blvd. Phase two will include the remainder of the land on the north side of Friendswood Lakes Blvd for a total of approximately 40 to 50 lots. The final phase will include the remainder of the property on the south side of Friendswood Lakes Blvd, approximately 40 to 50 lots. It is proposed that there will be approximately 200-210 total lots within the 3 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan

EXHIBIT

META
PLANNING + DESIGN

Figure 1 is a line graph showing the percentage of the total sample for each age group across different years. The x-axis represents years from 1960 to 2000, and the y-axis represents the percentage of the total sample, ranging from 0 to 100. The age groups are: 0-14, 15-24, 25-34, 35-44, 45-54, 55-64, 65-74, and 75+. The graph shows a general trend of decreasing percentages for younger age groups and increasing percentages for older age groups over time.

ATN-471 •
DECEMBER 17, 2018



LOT SUMMARY

60'x130'	44 LOTS	22%
70'x130'	118 LOTS	57%
80'x130'	29 LOTS	14%
90'x130'	15 LOTS	7%

TOTAL 206 LOTS

THIS SUMMARY IS A GENERAL REPRESENTATION OF THE PROPOSED DEVELOPMENT AND IS NOT A CONTRACT. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

FOR A MORE DETAILED SUMMARY OF THE DEVELOPMENT, SEE THE DEVELOPMENT REPORT.

EXHIBIT B

AVALON AT FRIENDSWOOD ±114.0 ACRES OF LAND

presented by
TAYLOR MORRISON

META
PLANNING PARTNERS

34375 Bay Parkway, Ste. 500
Katy, Texas 77454
41 281-616-1422

SCALE
0 10 20 30

NR-471-A
JANUARY 24, 2010



PLANNING & ZONING COMMISSION

**MINUTES OF A
REGULAR MEETING
HELD THURSDAY, AUGUST 22, 2019
BEGINNING AT 7:00 PM**

**CITY HALL
COUNCIL CHAMBERS
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS**

Regular Meeting

1. The regular meeting was called to order at 7:02pm with the following people in attendance:

Chairman Joe Matranga
Commissioner Lisa Lundquist
Commissioner Brett Banfield
Becky Summers, Development Coordinator
Aubrey Harbin, City Planner/Director of CDD

Commissioner Dick Clark
Commissioner Eric Guenther
Commissioner Marcus Perry
Mary Kay Fischer, City Attorney

Absent: Sasson

2. Communication from the public/committee liaisons
(To comply with provisions of the Open Meetings Act, the Commission may not deliberate on subjects discussed under this agenda item. However, the Commission may direct such subjects be placed on a later regular Commission agenda for discussion and/or possible action.)

Michael Cornett said the Clear Creek Community Church was a very well thought out facility and that it would draw further attention for future development. He begged the Commission for agreement with the Church's design.

Jennifer Whitley said she lives downstream from the proposed church and that she flooded badly. She said she is a member of the Community & Economic Development Committee which is very aware of the property's history. She said she is not happy with the architecture. Whitley said the location of the detention pond needs to be optimized.

Dr. Carrie Murphy, a resident of Autumn Creek Subdivision, stated that Clear Creek Community Church is a faith based group of more than 1,200 people. She said they help the community and a new building would increase community involvement. She said the church would help with a place to hold events since the area has a shortage of event venues. She said she is aware P&Z has concerns but implored them to approve the project.

Aaron Chester, a 9-year resident, said he hopes a solution is found that will be a long term benefit for all.

Action Items

According to the Planning and Zoning Rules of Procedure (R2010-09), all action of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meetings.

3. Consent agenda

These items are considered routine or ministerial in nature and will be enacted with one motion. There will be no separate discussion of items unless a commissioner or citizen so requests in which case the item would be removed from the consent agenda and considered separately.

A. Minutes from August 8, 2019 regular meeting

Motion to approve: Lundquist

Second: Perry

Vote: 6 to 0 Unanimous

Motion Passed

Action Items

According to the Planning and Zoning Rules of Procedure (R2010-09), all action of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meeting.

4. Consideration and possible action regarding a site plan for **Clear Creek Community Church to be located at 3801 FM 528**

Motion to Remove from Table: Banfield

Second: Guenther

Vote: 6 to 0 Unanimous

Motion Passed

Motion to approve: Banfield

Second: Lundquist

Amend Motion to approve to be contingent upon City Manager approval: Banfield

Second: Lundquist

Vote: 5 to 1 (Perry Against)

Motion Passed

Harbin said the applicant provided additional information including the increase and decrease of reserve acreages. She said the applicant also has a PowerPoint show to present.

Ryan Thomas/Operations Director of CCCC stated staff has been very helpful bringing him up to speed. He hoped to address the Commission's concerns of drainage and architectural design. Thomas presented a slideshow of the zoning history of the property, flood plain overlays, and the proposed acreage changes.

Bob Berkman, of Visioneering Studios, said the building design was to be a modern, hill country look. He said the earth tone colors and local, natural materials would set the style

guide for what comes next. Barry Morris/Visioneering Studios explained it was a large building they tried to scale down to a human level. He said the look was cohesive and unifying and could be compatible with future development.

Brett Banfield said he was still concerned with the location of the detention pond. He explained Friendswood is landlocked and 86% residential so the commercial aspect is very important. He said the placement of the pond, and that it was dry and unattractive, would hurt the commercial prospects. He asked if the engineer looked at alternative locations or underground storage.

Amy/Dannenbaum Engineering said they tried ten different models but did not look at underground storage. Al Flores/Dannenbaum Engineering said underground storage is more typical in small projects. He said the topography of the property was very difficult.

Ryan Thomas/CCCC stated the church is interested in an agreement with the City to partner with terracing along the creek. He said that would eliminate the need for a pond in the future. Kevin Holland/resident said the Commission is looking at the big picture and stated the only agenda item tonight was for the church. He said the future terracing project would change the floodway and raise Parcel F.

Banfield said not much creativity was put into the pond. He asked about making it a water feature. Thomas said there is no reason for the church to spend money on that. He said a developer could do it later. He said they have already shifted the pond an acre onto the church's parcel.

Lundquist said she attended a district meeting where terracing was discussed and understands that is the long term plan.

Matranga mentioned the Planned Unit Development (PUD) requires City Manager approval for the acreage changes. Harbin said the City Manager has been very involved and staff would obtain his official approval. Matranga asked why the pond has to go in that particular spot. Thomas said it keeps the pond footprint small, and if they moved it south that would be more expensive and drawn out.

Lundquist asked if the church location would prohibit alcohol sales of nearby businesses. Harbin said the required distance is 300-feet from front door to front door, as a pedestrian travels. Lundquist asked if the church had completed the traffic impact analysis. Thomas said they conducted an analysis for the church traffic. He stated City staff said a full TIA, including the commercial impact, was required before the church could obtain a Certificate of Occupancy. Lundquist asked about the Open Space Plan mentioned in the PUD. She asked if the open space would be accessible to the public or just the church. Thomas said they are not working on an Open Space Plan at this time.

Guenther said he appreciated all the information and that it was very helpful. Clark said ditto.

Matranga asked about sidewalks. Thomas said a sidewalk would be installed from the creek bridge to the edge of Reserve A. Harbin added a 5-foot sidewalk was required in the TxDOT right-of-way plus a walk from the building to the public walk, per building code.

Matranga asked about the conceptual drawings in the PUD versus the current rendering. He asked what the gray material was. Thomas said the product was Kingspan, a stucco panel that is fully insulated.

Banfield asked when the start date would be. Thomas said the offsite utilities have to be accepted by City Council.

Lundquist said she truly appreciated the applicant coming back with more information and addressing the Commission's concerns. She said the terracing project will be a huge benefit to the City.

5. Consideration and possible action regarding future Planning and Zoning Commission meeting dates

Harbin said the next regular meeting would be September 12th.

6. Communications from the Commission

a. Commissioners – Perry said GCCDD is doing a ton of work and probably underappreciated. He asked the status of creating a Comprehensive Plan. Harbin said a Comp Plan is currently being discussed with City Council.

Clark said his neighbors keep asking about development, such as the Chick-Fil-A. Harbin said Virgata Commons had several tenants working on their interior buildouts. She said the foundation was recently poured for Chipotle. Harbin explained Chick-Fil-A was not in a hurry to start construction but had been paying rent since April.

b. Council Liaison – Trish Hanks said Council voted to have a bond election this coming November. She said the Labor Day Ice Cream Social would be held at the Perry House this year. Hanks also said the Pollinator Garden opened, a new mural was painted at Stevenson Park, and the dog park was about to open.

c. Staff – Harbin said staff would be in San Antonio accepting the Scenic City award in October. She thanked the Commission for their attention to detail and commitment to the City of Friendswood.

7. The regular meeting adjourned at 8:26 pm.

These minutes respectfully submitted by:

Becky Summers

Becky Summers
Development Coordinator/P&Z Secretary



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill Country Ranching Phone: 281-850-6759

Owner's Mailing Address: 7670 Woodway Drive Suite 162

City: Houston State: Texas Zip: 77063 Fax: _____

Owner's Email Address: adam@hillhubbarddevelopment.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: _____ Date: 6/20/19

Agent's Signature: Kathryn Parker Date: 8/6/19

Received By: B Summers
Date of Public Hearing: 9-12-19
Property Owner Notices: 8-30-19

Application Number: _____
Received Date: 8-12-19
Newspaper Notice: 8-19-19
Sign on Property: 8-30-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-7314201

Owner's Mailing Address: 204 Woodlawn

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: constance.brakebill@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Constance Cleaves Brakebill Date: June 1, 2019

Agent's Signature: Kathryn Parker Date: 8/6/19

Received By: _____
Date of Public Hearing: _____
Property Owner Notices: _____

Application Number: _____
Received Date: _____
Newspaper Notice: _____
Sign on Property: _____



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Cypress Creek Holdings, Ltd. Phone: _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Owner's Email Address: _____

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Dinah A. Weems, Pres. of Date: 6/1/19
Cypress Creek GP, Inc., general partner of Cypress Creek Holdings, Ltd.
Agent's Signature: Kathryn Parker Date: 6/1/19

Received By: _____
Date of Public Hearing: _____
Property Owner Notices: _____

Application Number: _____
Received Date: _____
Newspaper Notice: _____
Sign on Property: _____



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Catherine Cheaves Mahon Phone: 908-200-5820

Owner's Mailing Address: 90 Alton Rd. 3001

City: Miami Beach State: FL Zip: 33139 Fax: _____

Owner's Email Address: catherine.mahon@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Catherine Mahon Date: 6/2/2019

Agent's Signature: Kathryn Parker Date: 8/16/19

Received By: _____

Date of Public Hearing: _____

Application Number: _____

Received Date: _____

Newspaper Notice: _____



City of Friendswood – Community Development

910 S. Friendswood-Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Wilbur R. Cleaves Phone: 361 815 0302

Owner's Mailing Address: 241 Rosebud Avenue

City: Corpus Christi State: TX Zip: 78404 Fax: 361-257-1137

Owner's Email Address: tedcleaves@yahoo.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Wilbur R. Cleaves Date: 6-3-19

Agent's Signature: Kathryn Parker Date: 6/6/19

Received By: _____
Date of Public Hearing: _____
Property Owner Notices: _____

Application Number: _____
Received Date: _____
Newspaper Notice: _____
Sign on Property: _____



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virginia Cleaves Phone: 214-801-5594

Owner's Mailing Address: 13500 Goldenwave Loop

City: Austin State: TX Zip: _____ Fax: _____

Owner's Email Address: virginacleaves@sbcglobal.net

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Virginia Cleaves Date: 5-30-19

Agent's Signature: Kathryn Parker Date: 8/6/19

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Melissa Benson Phone: 214 450 5219

Owner's Mailing Address: 10058 Circleview Drive

City: Austin State: TX Zip: 78733 Fax: _____

Owner's Email Address: melissabenson20@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Melissa Benson Date: 5-30-19

Agent's Signature: Kathryn Parker Date: 5/30/19

Received By: _____	Application Number: _____
Date of Public Hearing: _____	Received Date: _____
Property Owner Notices: _____	Newspaper Notice: _____
	Sign on Property: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEES' SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL NONEXEMPT TRUST II, Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST, and Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST ("Grantors") for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL ("Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto Grantee all of Grantors' interest in and to all real property owned by Grantors in Galveston County, Texas, including but not limited to the following described property together with the same interest in all improvements situated thereon, ("Subject Property"):

See Exhibit "A" attached hereto and made a part hereof.

Grantors do hereby convey the properties described above, together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the

{00282587.1 }

FILED AND RECORDED

Instrument Number: 2018062322

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 10/15/2018 2:23PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



2011019071

5 PGS

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS X

X KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON X

THAT JANET CLEAVES ACORD, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD NONEXEMPT TRUST II, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD 1993 EXEMPT TRUST, and Janet Cleaves Acord as the Trustee of the 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the below mentioned GRANTEE, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership, (herein referred to as "Grantee") the following undivided interests in all of Grantors' interest in and to the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property")

Grantors do hereby convey the Subject Property together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, and Grantors do hereby bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Subject

Property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

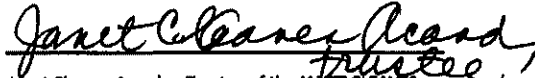
GRANTORS

JANET CLEAVES ACORD

A handwritten signature in cursive script that reads "Janet Cleaves Acord".

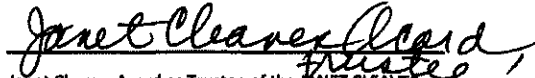
Janet Cleaves Acord

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

A handwritten signature in cursive script that reads "Janet Cleaves Acord" with the word "trustee" written in smaller cursive below the main signature.

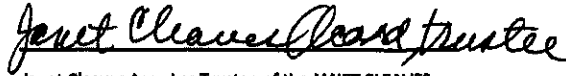
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST

A handwritten signature in cursive script that reads "Janet Cleaves Acord" with the word "trustee" written in smaller cursive below the main signature.

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

A handwritten signature in cursive script that reads "Janet Cleaves Acord trustee". The signature is written in black ink and is positioned above the printed name and trust information.

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

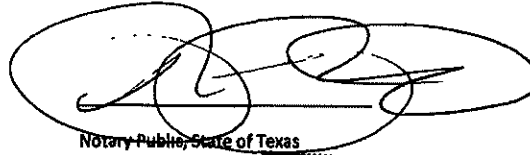
STATE OF TEXAS X

 X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JANET CLEAVES ACORD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacities therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of April 2011.



Notary Public, State of Texas

After recording, please return to:

↓ Dinah Weems

614 Uddenwood Drive

Houston, Texas 77024



EXHIBIT "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R. Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011019071

April 14, 2011 01 27 31 PM

FEE \$32.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 10 0612% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time any and all leases, restrictions, covenants,

conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS
COUNTY OF Harris

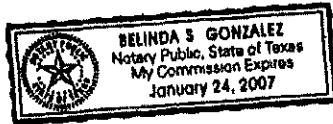
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475309 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr., by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office;

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045574
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R. CLEAVES, as Trustee of the WILBUR R CLEAVES 1993 EXEMPT
 TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is
 hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED,
 and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided
 11 3050% of Grantor's undivided one-half (1/2) interest in and to the property described on
 Exhibit "A" attached hereto and by this reference incorporated herein for all purposes,
 together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

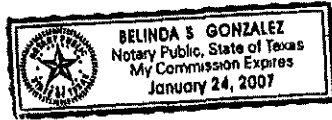
COUNTY OF Meeker

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

Jennifer M. Eiskes

PAID

**Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475688 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R. Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045576
KERN_S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3.6340% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

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 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if
 any, relating to the Subject Property, but only to the extent they are still in force and effect

and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By: 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

§
§
§

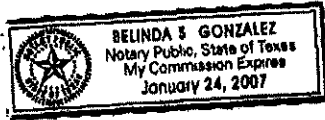
COUNTY OF Quezon

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: PAID
Jennifer M. Efskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045577
KERN.S \$15.00
Mary Ann Daigle COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES, as Trustee of the WILBUR R CLEAVES 1993
 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 10 06120% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
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TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R Cleaves Managing Partner

Address of Grantee:
Wilbur R Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS
COUNTY OF Mecas

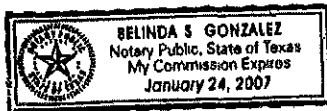
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475686 01
004092-000000

Exhibit "A"

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia

2004 JUL 09 09:51 AM 2004045578
KERN 8 \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the VIRGINIA PARRISH CLEAVES
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76840% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

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GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves 
Wilbur R. Cleaves, Managing Partner

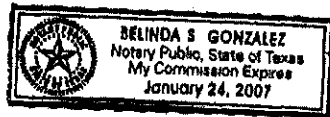
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PAID

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475681.01
004092-000000

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FILED AND RECORDED
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Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045580
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 11.305% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

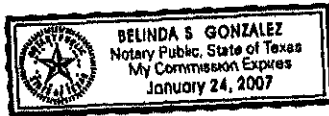
THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0444582 01
000344-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045581
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
COUNTY OF GALVESTON §

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 3 634% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

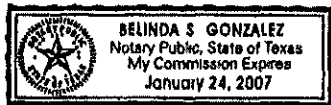
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF Mueles §

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

Wiley GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475311 01
004092-000000

Exhibit "A"

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045582
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
 COUNTY OF GALVESTON §

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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the CATHERINE CLEAVES
 MAHON 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 3 35378% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
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 this paragraph

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 extent same are in effect at this time any and all leases, restrictions, covenants,

conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R Cleaves Managing Partner
Wilbur R Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

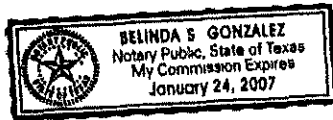
COUNTY OF Wheeler

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

AID

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475493 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045583
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

COUNTY OF Harris

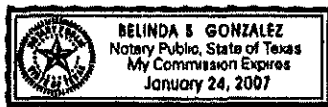
§
§
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BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

Jennifer M. Elskes

PAID

Chamberlain, Hrdlicka, White, Williams & Martin

1200 Smith Street, Suite 1400

Houston, TX 77002

0475490 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045584
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
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 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R Cleaves
Wilbur R Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

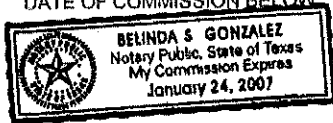
THE STATE OF TEXAS
COUNTY OF Harris

§
§
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
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and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to: *VALE*
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475672 01
004092-000000

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Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045585
KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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GRANTOR:

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PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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San Antonio, Texas 78230

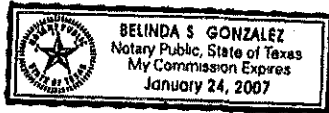
THE STATE OF TEXAS
COUNTY OF Harris

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§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr. tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J.R. Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045586
KERN-S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the VIRGINIA PARRISH CLEAVES
 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 35384% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

22

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34

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tc

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11

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle
2004 JUL 09 09:51 AM 2004045587
KERN.8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CATHERINE CLEAVES MAHON (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 1.21100% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Catherine Cleaves Mahon
1605 Rabb Road
Austin, Texas 78704

THE STATE OF TEXAS

COUNTY OF

Nueces

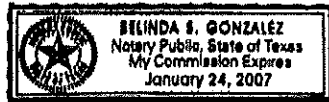
§
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§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475495 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045588
KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner *Trustee*

Address of Grantee:
Virginia Parnish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

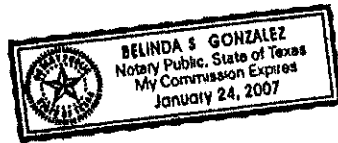
THE STATE OF TEXAS
COUNTY OF Harris

§
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§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475873 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia
2004 JUL 09 09:51 AM 2004045589
KERN-S \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by MELISSA CLEAVES BENSON (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 21100% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Melissa Cleaves Benson
4400 Hanover
Dallas, Texas 75225

THE STATE OF TEXAS
COUNTY OF Harris

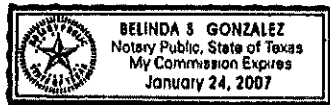
§
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§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
_____, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

0475498 01
004092-000000

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THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045590
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

That THE ESTATE OF GEORGE A. BOFYSIL, JR., acting by and through Sherry B. Angelo and Georgia B. Graunard, as Co-Independent Executrixes ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company ("Grantee"), whose address is 770 S. Post Oak Ln, Ste. 600, Houston, Texas 77056, the receipt and sufficiency of which are hereby acknowledged, subject to the reservations, exceptions, restrictions and other terms and provisions hereinafter described, has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY unto the Grantee, all of that certain real property described as follows, to-wit:

The SURFACE ONLY of two (2) tracts of land, one containing approximately 194 21 acres situated in the Geo Patterson Survey, Abstract No. 645 and the Mary Fabreau Survey, Abstract No. 69 and the other containing approximately 26 92 acres situated in the I. & G. N.R.R. Survey No. 5, Abstract No. 622, located in Galveston County, Texas, which tracts are more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes;

together with any and all improvements thereon and any and all appurtenances and hereditaments pertaining thereto (the "Property").

This Deed is subject to the following terms and provisions

A. Exceptions. This conveyance is made and accepted subject to, all and singular, but only to the extent that the same are currently valid and enforceable against the Property, all restrictions, reservations, encumbrances, easements, rights-of-way, outstanding royalty and mineral interests, covenants, conditions, and other matters relating to the Property more particularly set forth in Exhibit B, attached hereto and incorporated herein for all purposes and any ad valorem taxes and assessments applicable to the Property which are not yet due and payable and any additional taxes, penalties or interest assessed as a result of the transfer of the Property or any subsequent change in the use of the Property. All ad valorem taxes and assessments for the Property for the calendar year 2010 which are not yet due and payable have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years and any additional taxes, penalties or interest hereafter assessed as a result of the transfer of the Property or any subsequent change in the use of the Property

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2010059686

B. Mineral Reservation. There is excepted from this Special Warranty Deed and the warranty contained herein, and Grantor hereby reserves unto itself, its successors and assigns, all of Grantor's rights and interests in and to all oil, gas and other minerals in, on and under or that may be produced from the Property. Grantor hereby waives and releases its rights to ingress and egress to and from said Property for the purpose of exploring for, storing, producing or otherwise developing said oil, gas and other minerals. Notwithstanding the foregoing to the contrary, Grantor reserves unto itself and its successors the rights to develop and produce oil, gas and other minerals in, on, under or that may be produced from the Property by pooling or by directional drilling under the Property from well sites located on lands other than the Property.

C. Access Easement Reservation. Grantor hereby reserves, free of any charge, a twenty foot (20') wide temporary non-exclusive access easement on, over and across the portion of the Property located west of that certain five foot (5') easement granted to Southwestern Bell filed for record under Galveston County Clerk's File No. 9847780 and recorded under Film Code No. 012-96-2002 of the Official Public Records of Real Property of Galveston County, Texas (the "Access Easement") for the sole purpose of providing emergency vehicular access to and from the land owned by Grantor located south and west of the southern boundary of the Property and east of F.M. 528 ("Grantor's Adjacent Land") by Grantor's agents and representatives and subject to the limitation that the Access Easement shall automatically be released and become null and void in 5 years. The Access Easement may not be assigned to any other person or entity (other than the heirs of the Estate of George A Bofysil, Jr. in any distribution of Grantor's Adjacent Land from the estate), shall not be used for any operating or development activities conducted on Grantor's Adjacent Land and may be reconfigured or relocated from time to time to accommodate development of the Property and/or as may be required in order to maintain access to and from Grantor's Adjacent Land to a public street. Any relocation or reconfiguration of the Access Easement shall be subject to the approval of Grantor and Grantee, which approval shall not to be unreasonably withheld, conditioned or delayed, provided, however, that any such relocation or reconfiguration affords reasonably equivalent usable physical access for the purpose for which the Access Easement is granted. Upon agreement of Grantor and Grantee to any relocation or reconfiguration of the Access Easement from time to time, Grantor and Grantee agree to execute and record an amendment to the description of the Access Easement showing the new location and configuration of the Access Easement and granting the Access Easement over such new location and releasing any area which is no longer subject to the Access Easement.

D. Deed Restriction. Grantor hereby establishes and imposes against the portions of the Property located northwest of the northern boundary of Lot 20 of the David Fahey Subdivision, recorded in Volume 18, Page 417 of the real property records of Galveston County, Texas (the "Restricted Property") the following restrictive covenant which shall hereafter run with the land and burden the Restricted Property and all portions thereof.

The Restricted Property shall only be used for residential purposes, provided, however, in no event shall the Restricted Property be

used for commercial use, apartments or for mobile homes (the "Use Restriction"), and provided further, however, that the current use of all or any portion of the Restricted Property for agricultural purposes may be continued until the Restricted Property is developed and used for residential purposes, whereupon the Use Restriction shall be applicable with respect to the portions of the Restricted Property so developed and used from time to time. It is acknowledged and agreed by Grantor that the construction of streets and utilities and the grading of the land for residential development prior to construction and occupancy of residential structures shall not constitute a violation of the Use Restriction. The Restricted Property may be rezoned from time to time for any use not prohibited by the Use Restriction.

The Use Restriction shall be for the benefit of all other property owned by Grantor in the area ("Grantor's Remaining Property"). The Use Restriction shall be enforceable by Grantor and its successors and assigns as future owners of fee simple or leasehold estate title to all or any portion of Grantor's Remaining Property, any or all of whom shall have the right to obtain such relief as may be available in law or in equity to enforce the Use Restriction and/or to recover damages for the breach thereof.

E "AS IS" Conveyance. Grantee acknowledges and agrees as follows

(i) Grantee has purchased the Property, and the Property is hereby conveyed and transferred to Grantee, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Grantor, excepting the warranties pertaining to the special warranty of title to the Property contained in this deed and except as specifically provided in the Unimproved Property Contract for the purchase of the Property. Grantee further acknowledges and agrees there are no oral agreements, warranties or representations collateral to or affecting the Property by Grantor or any agent of Grantor (the "Contract") Grantor is further not liable or bound in any manner by any statements, representations or information pertaining to the Property furnished orally by any real estate broker, agent, employee, servant or other person,

(ii) Grantee shall not be entitled to, and shall not, rely on the Grantor or its agents as to (1) the quality, nature, adequacy, or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any, (2) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property, (3) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, (4) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose, (5) the zoning or other legal status of the Property, (6) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental

or quasi-governmental entity, or of any other person or entity, or (7) the quality of any labor or materials relating in any way to the Property; excepting the warranties pertaining to the special warranty of title to the Property and except as specifically provided in the Contract,

(iii) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY EXCEPTING THE WARRANTIES PERTAINING TO THE SPECIAL WARRANTY OF TITLE TO THE PROPERTY AND EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(iv) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE, EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(v) Grantee has had an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Property GRANTEE EXPRESSLY ACKNOWLEDGES THAT IT IS SPECIFICALLY RELYING UPON SUCH INSPECTIONS AND INVESTIGATIONS IN MAKING ITS DETERMINATION TO ACQUIRE THE PROPERTY Grantee further acknowledges that it is relying upon the conclusions and advice of its experts, consultants and professionals in evaluating the feasibility and desirability of the Property for Grantee's use, and that the availability of the rights to investigate and inspect the Property, and Grantee's corresponding reliance upon the results of such investigations and inspections, were a material factor in the determination to enter into the Contract Such inquiries and investigations of Grantee shall be deemed to include, but shall not be limited to the physical components of all portions of the Property, the condition of the Property, and state such facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulation of the city, county, and state where the Property is located, and the value and marketability of the Property,

(vi) Without in any way limiting the generality of the preceding subparagraphs (i) through (v), Grantee specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim it has, might have had, or may have against the Grantor with respect to Grantor's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, and the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon,

(vii) GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, and

(viii) GRANTEE ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS DEED WERE A MATERIAL FACTOR IN GRANTOR'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT GRANTOR IS UNWILLING TO SELL THE PROPERTY TO GRANTEE UNLESS GRANTOR IS RELEASED AS EXPRESSLY SET FORTH ABOVE. GRANTEE, WITH GRANTEE'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS DEED, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

F. Counterparts. More than one counterpart of this Deed may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original, the pages of which may be aggregated to form a single document.

G. Binding Effect. This Deed shall inure to the benefit of and be binding upon Grantor, its successors and assigns, and Grantee and its successors and assigns, and to the successors in ownership to any interest in the Property and in any other property of Grantor (whether owned by Grantor in fee simple or in which Grantor owns an easement estate) affected hereby, it being agreed that all of the provisions of this Deed, shall run with the land

TO HAVE AND TO HOLD the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Whenever the context of this Special Warranty Deed requires, (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders and (c) the term

“successors and assigns” includes legal representatives, heirs, executors, administrators, successors and assigns.

This Special Warranty Deed is executed by Sherry B. Angelo and Georgia B Graugnard, not individually, but solely in their capacity as the Co-Independent Executrices, of the Estate of George A. Bofysil, Jr and neither shall have any personal liability hereunder

[SIGNATURE PAGE FOLLOWS THIS PAGE]

EXECUTED on the date of the acknowledgment set forth below to be effective
for all purposes as of the 29 day of November, 2010

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By

Sherry B. Angelo
Sherry B Angelo,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

By

Georgia B Graugnard
Georgia B Graugnard,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

STATE OF TEXAS

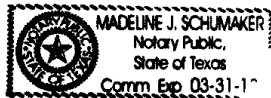
§

COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Sherry B Angelo

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

STATE OF TEXAS

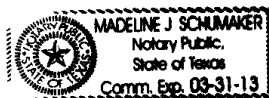
§

COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Georgia B Graugnard

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

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GRANTEE.

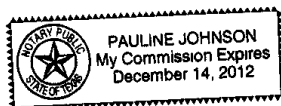
Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

By _____
Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The foregoing instrument was acknowledged before me this 29 day of November, 2010, by Charles Gregory Evans, Manager of Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company, on behalf of such Company.

(Seal and Expiration Date)



Pauline Johnson
Notary Public

RETURN TO

American Title Company of Houston
349 E. Parkwood Drive
Friendswood, TX 77546
Attention: Pauline Johnson
Ref: GF# 1873-10-1065

LIST OF EXHIBITS

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

EXHIBIT A

Property Description

TRACT "A"

A tract of land containing 8,459,890 square feet out of and being part of Lots 1-3, 13-16 and 19-20 of the David Fahey Subdivisions, as recorded In Volume 118, Page 417 and also being out of and a part of Lot 4 of the Burgess Subdivision as recorded in Volume 119, Page 14, both subdivisions of the County Clerk of Galveston County, Texas and being situated in Geo Patterson Survey, Abstract Number 645 and the Mary Fabreau Survey, Abstract Number 69, Galveston County, Texas with said 8,459,890 square feet being more particularly described by Metes and Bounds as follows

COMMENCING at a 5/8 Inch iron rod found at the North corner of Somerset Place Subdivision as recorded In Volume 18, Page 302 of the Galveston County Map Records,

THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston County and at the Northwest corner and Place of Beginning of the herein described tract,

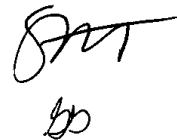
THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One recorded In Volume 18, Page 1176 of the Galveston County Map Records at the most Northerly corner of this tract,

THENCE S 46 deg -22min -44 sec E, (called S 46 deg -23 min -49 sec E), along the said Southwesterly line of Friendswood Lakes, Section One and an Easterly line of this tract a distance of 717 47 feet (called 717 77) to a 5/8 Inch iron rod found at the called South corner of said Friendswood Lakes, Section One, the most Northerly corner of a called 2 0477 acre tract of land described in deed to Friendswood Lakes, Inc - in film code number 014-67-1510 and at an angle point of the hereon described tract,

THENCE S 62 deg -06 min 21 sec E (called S 62 deg -05 min -22 sec E), along the Southeasterly line of said called 2 0477 acre tract a distance of 836 42 feet (called 836 12 feet) to a 5/8 Inch iron rod found at the Southerly corner of said called 2 0477 acre tract, the Westerly corner of a called 32 4763 acre tract described in deed to Friendswood Lakes, Inc In film code 014-67 -1510 and an angle point of this tract,

Exhibit A - Page 1

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Handwritten signature and initials in black ink, located in the bottom right area of the page.

THENCE S 47 deg -16 min -50 sec E (called 47 deg -17 min -03 sec E), along the Southwesterly line of the called 32 4763 acre tract a distance of 820 58 feet (called 820 80 feet), to a 5/8 iron rod found at the Southerly corner of the called 32 4763 acre tract and an angle point of the hereon described tract,

THENCE N 42 deg -41 min 10 sec E (called N 42 deg -42 min -57 sec E), along the Southeasterly line of the called 32 4763 acre tract, a distance of 253 77 feet (called 253 67 feet), in an iron rod with cap found in the Southwesterly line of Friendswood Lakes, Section Two, as recorded in Volume 18 Page 1366 of the Galveston County Map Records, at the Southeasterly corner of called 32 4763 acre tract and at an angle point of this tract,

THENCE S 47deg -16 min -31 sec E (called S47 deg -18 min -18 sec) along the Southwesterly line of said Friendswood Lakes, Section Two, a distance of 460 42 feet (called 459 83 feet) to a iron rod with cap found at a point of curvature to the left of Friendswood Lakes, Section Two and the hereon described tract,

THENCE in a Northeasterly direction along the arc of said curve to the left having a radius of 25 00 feet, a central angle of 89 deg -54 min -23 sec (called 90 deg -00 min 54 sec) and an arc length of 39 23 feet (called 39 28 feet) to an iron rod with cap found at the Southwesterly corner of Sandy Lakes Boulevard, called 60 foot right-of-way at an interior corner of Friendswood Lakes, Section Two and this tract

THENCE S47 deg -17 min - 01 sec E (called S47 deg 18 min -18 sec E), along the Westerly line of Sandy Lakes Boulevard, a distance of 59 91 feet (called 60 00 feet) to an iron rod with cap found at the Southerly corner of said Sandy Lakes Boulevard, at a point of curvature to the left and an interior corner of the hereon described tract,

THENCE In a Southeasterly direction around said curve to the left having a radius of 25 00 feet, a central angle of 90 deg -11 min -52 sec (called 90 deg -00 sec -54 sec) and an arc length of 39 36 feet (called 39 28 feet) to an iron rod with cap found at a point of tangency in the Southwesterly line of Friendswood Lakes, Section Two and for an interior corner of this tract,

THENCE S 47deg -16 min -50 sec E (called S47 deg -18 min -18 sec E), along the Southwesterly line of Friendswood Lakes, Section Two a distance of 260 89 feet (called 260 75 feet) to an iron rod with cap found at the most Southerly corner of Friendswood Lakes, Section Two, the Westerly corner of a called 9 801 acre subdivision which is under construction and to be known as the Dominion at Friendswood Lakes and at an angle point for hereon described tract,

THENCE S 47deg -14 min -38 sec, E (called S 47 deg -15 min -55 sec, E), along the Westerly line of said proposed subdivision, distance of 673 35 feet (called 673,57 feet) to an iron rod with cap found in the Northerly line of a tract of land described in Deed to

Exhibit A - Page 2


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The Wilbur S, Cleaves Family Limited Partnership in film code number 011-61-0107, at the Southerly corner of the proposed subdivision and at the most Easterly corner of this tract,

THENCE S 43 deg,-45 min -17 sec W (called S43 deg -45 min 11 sec W), along the Northerly line of said Wilbur S Cleaves Family Limited Partnership tract, a distance of 550 62 feet (called 551 13 feet) to a 5/8 inch iron rod found at the Westerly line of said Cleaves Family Limited Partnership and at an angle point of the hereon described tract,

THENCE S46 deg -16 min,-21 sec E (called S46 deg -16 min-27 sec E), along the Westerly line of said Cleaves Family Limited Partnership tract and an Easterly line of this tract, a distance of 2123,10 feet to a 5/8 iron rod with cap set from which a nail inside of a 1 inch iron pipe found is 1 foot 11 inches Westerly and from which a 1" iron pipe found at the called East corner of Lot 21 of the David Fahey Subdivision bears N 43 deg -42 min - 42 sec E a distance of 929 11 feet (called 929,17 feet) and said 5/8 inch iron rod with cap set is in the Northerly line of called First Tract deeded to West Cattle Company in film code number 007-99-1074 and at the Southeasterly corner of this tract,

THENCE S43 deg -42 min -42 sec, W (called S43 deg -42 min,-50 sec W) along said Northerly line of the West Cattle Company tract, a distance of 1220 64 feet to a 5/8 inch iron rod set at an interior corner of the West Cattle Company tract and at an angle point of the hereon described tract,

THENCE N 46 deg -17 min -30 sec, W (called N 46 deg -17 min -22 sec W) along an interior line of the West Cattle Company tract a distance of 194 41 feet to a 5/8 inch iron with cap set at the most Northwesterly corner of the said West Cattle Company tract, the most Easterly corner of a 26 92 acre tract to be known as "Tract B" surveyed at the time as this tract at angle point of this tract,

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a 1/2 inch iron rod found at the Easterly corner of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

THENCE N 46 deg -22 min,-26 sec W, along the Easterly line of said San Joaquin Estates, Sections One, Two and Three the Easterly line of Mission Estates, Section Three as recorded in Volume 18, Page 91 of the Galveston County Map Records and said Somerset Place, a distance of 4379 47 feet (called 4370 05 feet) to the Place of Beginning and containing 194 21 acres

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TRACT"B"

A tract of land containing 1,172,653.9 square feet out of and being part of a called first tract conveyed to George A. Bofysil, Jr. as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653.9 square feet being more particularly described in metes and bounds as follows

COMMENCING at a 5/8 inch iron rod found at the called North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575.67 feet (called 574.00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A. Bofysil, Jr. and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194.21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955.14 feet (called 4953.05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389.91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S 00 deg -33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740.89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A. Bofysil, Jr. in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S 88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927.38 feet (called 926.80 feet) to an iron rod with cap found in the Northerly line of the

Exhibit A - Page 4



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remainder tract, the Southerly corner of The Lake at San Joaquin, Section Two as recorded in Plat Record 2009A, Map Number 3 of the Galveston County Map Records at the Southwesterly corner of this tract,

THENCE N 02 deg -48 min -36 sec W (called N 02 deg -50 min -01 sec W), along the Easterly line of said The Lake at San Joaquin, Sections One and Two, a distance of 1734 00 feet (called 1733 69 feet) to the place of beginning and containing 26 92 acres

Exhibit A - Page 5



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EXHIBIT B

Permitted Encumbrances

As to Tract A

- 1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682
- 5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 7 All those certain buffers, utility, drainage, water line(s), etc , easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas
- 9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No 9510390

Exhibit B - Page 1

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- 10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

- 1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391
- 3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

- 1 Subject to the zoning ordinances now in force in the city of any governing municipality
- 2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

Exhibit B - Page 2



HOU 3059373 5



- 3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- a Rights or claims, if any of fence(s) traversing the utility easement(s)
 - b Genesis pipeline markers across Tract 1 that lies within the roadway
 - c Overhead electric, towers and guy anchors affecting Tract 1



Exhibit B - Page 3



HOU 3059373 5

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010059686

December 01, 2010 01 41 12 PM

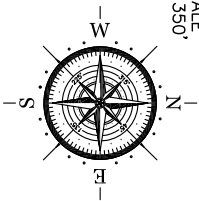
FEE \$76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS

RESIDUE 194.21 ACRE TRACT "A"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

SCALE
1"=350'



SAN JOAQUIN ESTATES
SECTION THREE
VOL. 17, PG. 63
MAP RECORDS

THE LAKE AT SAN JOAQUIN
SECTION ONE
VOL. 18, PG. 1302
MAP RECORDS

THE LAKE AT SAN JOAQUIN
SECTION TWO
PLAT RECORD 2009A, MAP 3
MAP RECORDS

60' COMMUNITY PUBLIC SERVICE CO.
ELECTRIC EASEMENT
VOL. 1715, PG. 69 G.C.D.R.

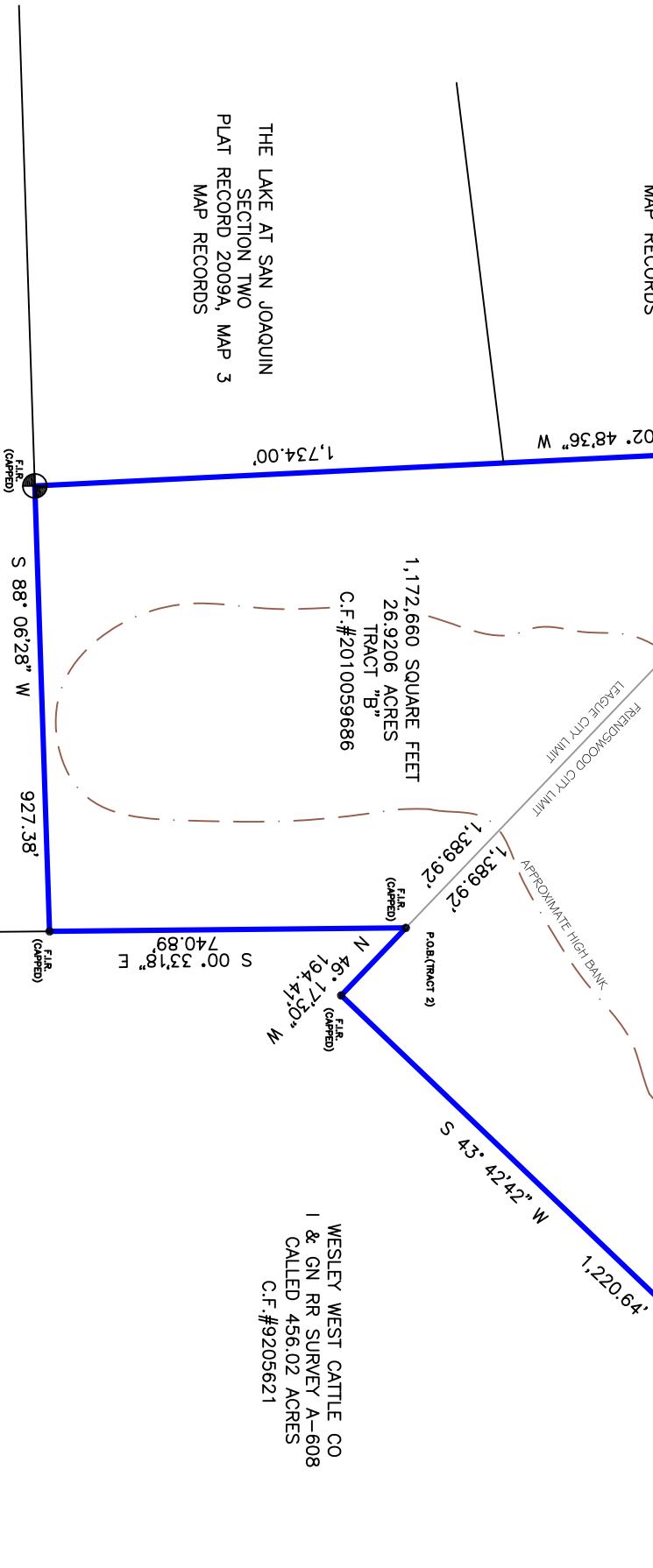
20' SANITARY SEWER & WATERLINE EASEMENT
GRANTED TO THE CITY OF FRIENDSWOOD
F.C.#008-95-2441(C.C.F.#931-6397)
F.C.#010-17-2242(C.C.F.#9523632)

CONSTANCE CLEAVES BRAKEBILL
M FABREAU SURVEY A-69
CALLED 97.00 ACRES
C.F.#2018062322

2,593,027 Sq. Feet
59,5277 Acres
PT CALLED 194.21 ACRE TRACT "A"
C.F.#2010059686

WESLEY WEST CATTLE CO
I & GN RR SURVEY A-608
CALLED 456.02 ACRES
C.F.#9205621

1,172,660 SQUARE FEET
26.9206 ACRES
TRACT "B"
C.F.#2010059686



THIS SKETCH IS INCORPORATED BY
REFERENCE AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

TRACT 1:
A TRACT OF LAND CONTAINING 59,5277 ACRES (2,593,027 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERKS FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 59,5277 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

TRACT 2:
A TRACT OF LAND CONTAINING 26.9206 ACRES (1,172,660 SQUARE FEET) OUT OF AND BEING PART OF A CALLED FIRST TRACT CONVEYED TO GEORGE A BOFYSIL, JR AS RECORDED IN CLERKS FILE NUMBER 8537569 OF THE OFFICIAL REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS AND BEING SITUATED IN THE I & G N R.R. SURVEY NO 5, ABSTRACT NO 622, GALVESTON COUNTY, TEXAS, SAID 26.9206 ACRES BEING DESCRIBED AS TRACT "B" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERKS FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED

DATE 07/09/2019

STERLING CREEK LAKE TRACT

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosury.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113
CONTACT: TIM LESAK, RPLS

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: (281) 996-1113
CONTACT: TIM LESAK, RPLS

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METES AND BOUNDS DESCRIPTION 59.5277 ACRES (2,593,027 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 HARRIS COUNTY, TEXAS

A TRACT OF LAND CONTAINING 59.5277 ACRES (2,593,027 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRE TRACT "A" BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS SAID 59.5277 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 194.21 ACRE TRACT "A", BEING IN THE NORTHERLY LINE OF A TRACT AS CONVEYED TO WEST CATTLE COMPANY IN CLERK'S FILE NUMBER 9205621 AND BEING THE SOUTH CORNER OF A TRACT AS CONVEYED TO CONSTANCE CLEAVES BRAKEBILL IN CLERK'S FILE NUMBER 2018062322;

THENCE SOUTH 43°42'42" WEST, ALONG COMMON LINE OF SAID WEST CATTLE COMPANY TRACT AND SAID TRACT "A", A DISTANCE OF 1,220.64 FEET TO A CAPPED IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46°17'30" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID WEST CATTLE COMPANY TRACT AND TRACT "A", A DISTANCE OF 194.41 FEET TO A CAPPED IRON ROD FOUND AT THE MOST NORTHWESTERLY CORNER OF SAID WEST CATTLE COMPANY TRACT AND BEING THE EAST CORNER OF A CALLED 26.92 ACRE TRACT DESCRIBED AS TRACT "B" IN SAID DEED TO YELLOWSTONE HILL COUNTRY RANCHING LLC;

THENCE NORTH 46°17'26" WEST, ALONG THE NORTHEAST LINE OF SAID TRACT "B", A DISTANCE OF 1,389.92 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF SAID TRACT "B" AND BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ALSO THE MOST EASTERLY NORTHEAST CORNER OF THE LAKES AT SAN JOAQUIN, SECTION ONE AS RECORDED IN VOLUME 18, PAGE 1302 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE NORTH 46°22'25" WEST, PASSING AT A DISTANCE OF 527.47 FEET THE NORTH CORNER OF SAID SUBDIVISION AND BEING THE EAST CORNER OF SAN JOAQUIN ESTATES SECTION THREE AS RECORDED IN VOLUME 17, PAGE 63 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS AND CONTINUING FOR A TOTAL DISTANCE OF 539.69 FEET TO A 1/2 INCH CAPPED IRON ROD SET AS A POINT FOR CORNER, BEING IN THE SOUTHEAST LINE OF A 60.00 FOOT WIDE ELECTRIC EASEMENT AS CONVEYED TO COMMUNITY PUBLIC SERVICE COMPANY IN DEED RECORDED IN VOLUME 1715, PAGE 69 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE NORTH 43°45'17" EAST, TRAVERSING SAID TRACT "A" ALONG THE SOUTHEAST LINE OF SAID 60.00 FOOT WIDE EASEMENT, A DISTANCE OF 1,222.09 FEET TO A CAPPED IRON ROD FOUND AT A POINT FOR THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING ALSO THE WEST CORNER OF SAID BRAKEBILL TRACT AND AN INTERIOR CORNER OF SAID TRACT "A";

THENCE SOUTH 46°16'21" EAST, ALONG THE COMMON LINE OF SAID BRAKEBILL TRACT AND SAID TRACT "A", A DISTANCE OF 2,123.10 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 59.5277 ACRES (2,593,027 SQUARE FEET).

SEE PROJECT # P51901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC,
P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

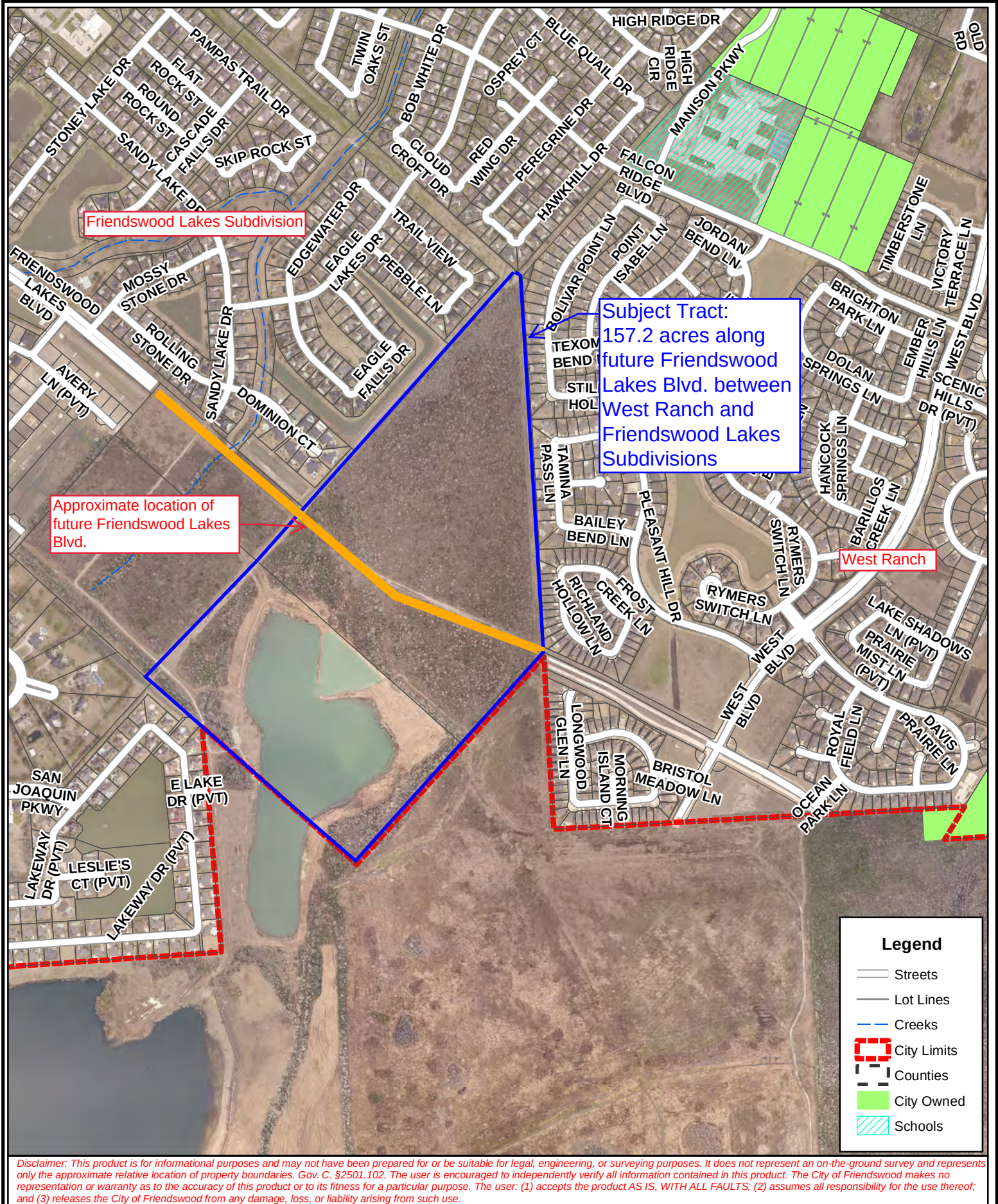
1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900


Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18



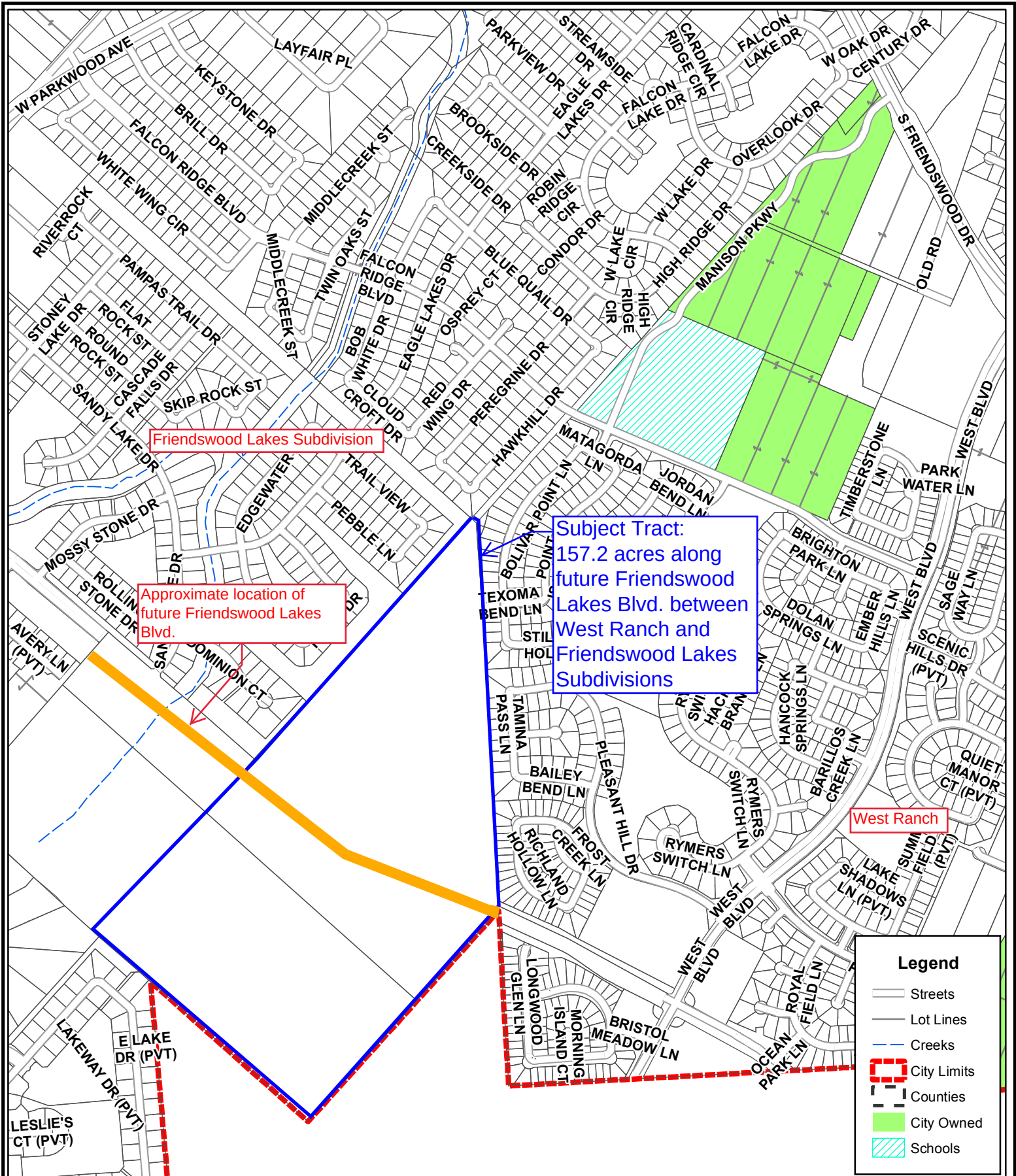


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'
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Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

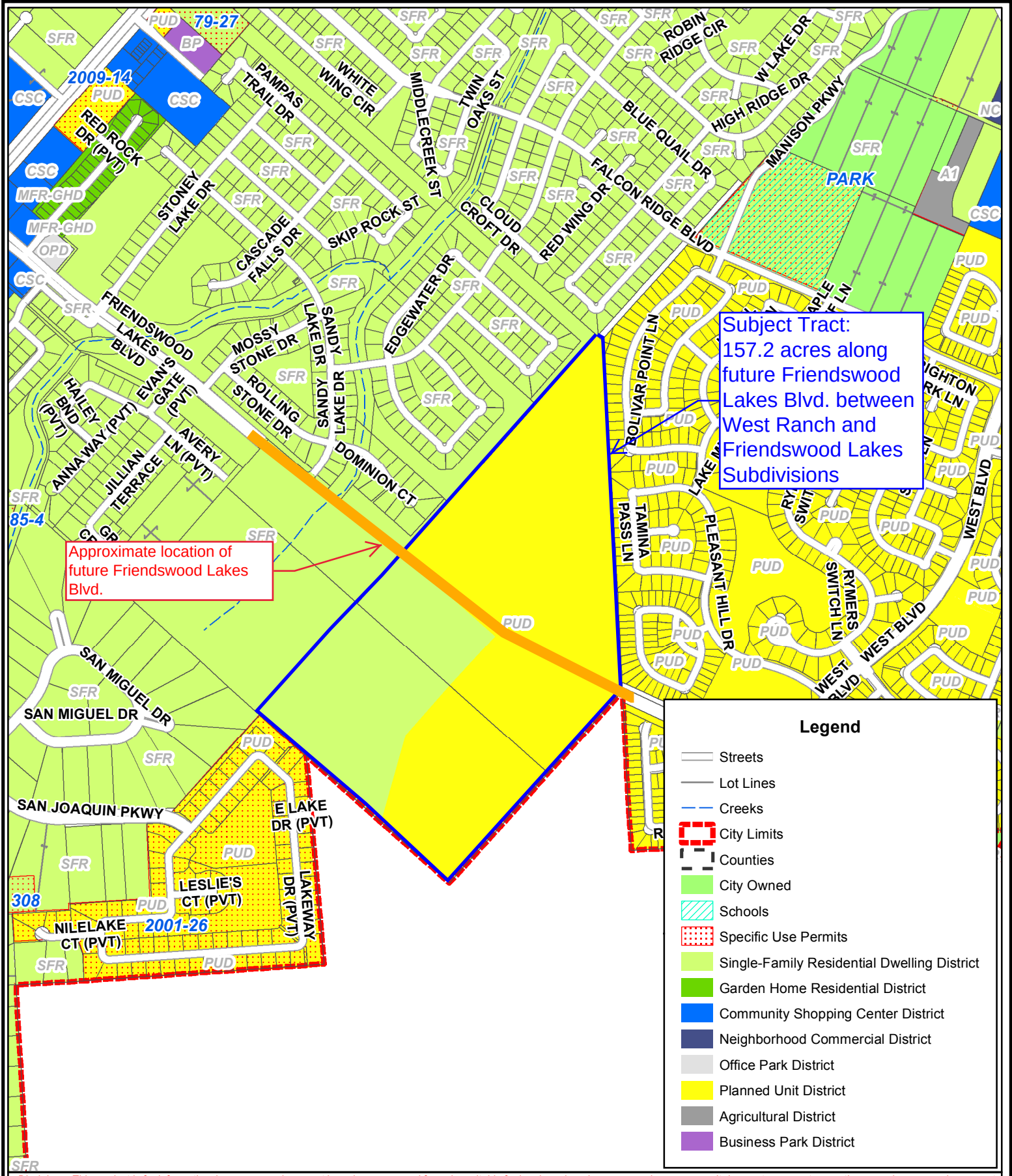


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'
 Page 334 of 483



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City of Friendswood
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Friendswood, Texas 77546
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Friendswood GIS Mapping



1" = 1,039'
Page 335 of 483

Rezoning Report

August 2019

Project: Avalon at Friendswood (259 lot subdivision)

Address: 157.2 acres along Friendswood Lakes Blvd. between West Ranch and Friendswood Lakes Subdivisions

Legal: 157.2 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, consisting of the following tracts:

96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and

59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas

Request: Change the zoning from Single Family Residential (SFR) and Planned Unit Development (PUD) (2019-11) to a revised Planned Unit Development (PUD)

Proposed Use (Permitted Uses, Location, Size, etc.):

Zoning Ordinance

J. PUD, planned unit development, general purpose and description.

(1) General.

(a) This district allows for greater flexibility in the design and coordination of a single use or mixed uses than in other districts because a specific ordinance is written for every PUD. A PUD is a unique zoning classification, and shall be granted only when the planning and zoning commission and city council determine that the applicant has submitted a complete application containing sufficient detail. An applicant is not entitled to a PUD as a matter of right. The city reserves the right to establish conditions as determined appropriate.

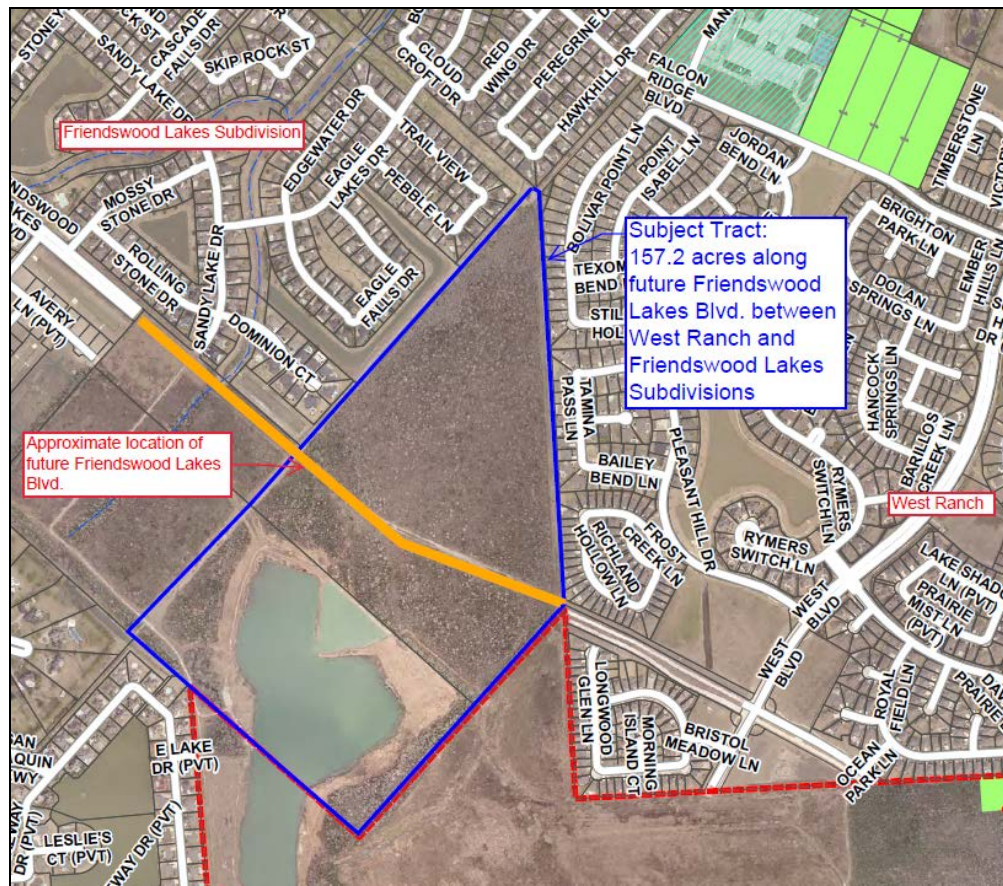
(b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a PUD district. The development must be planned as an integral unit and must protect nearby landowners from adverse impact with appropriate buffering and landscaping. A site plan is required for all PUDs.

(c) *The general purposes of all PUD districts are several-fold:*

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;
4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

Existing Use/Site Attributes:

The site is currently undeveloped and lies between West Ranch Subdivision and Friendswood Lakes Subdivision along the future route of Friendswood Lakes Boulevard.



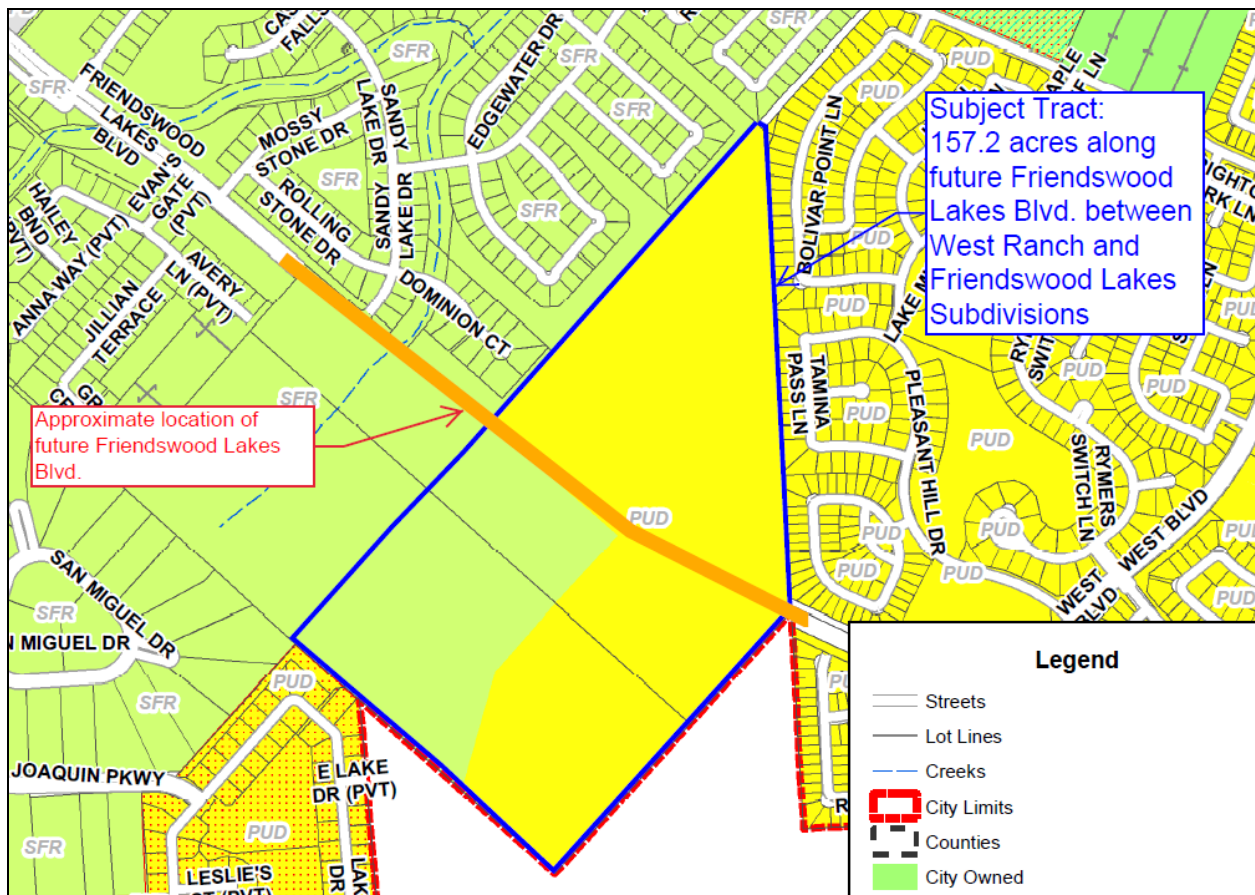
City of Friendswood GIS Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential (SFR) and Planned Unit Development (PUD) (2019-01). The existing PUD was approved May 6, 2019 for a total of 115.998 acres, including 87.774 acres of the 97-acre tract, plus 28.2240 acres of an adjacent tract.

Adjacent Zoning/Land Use:

The property is bordered by tracts that are zoned Single Family Residential (SFR), Planned Unit Development (PUD), and the City of League City. Access to the development will be via the future Friendswood Lakes Boulevard. Coordination with Galveston County Engineering Division on that road extension will be required.



City of Friendswood Zoning Map

Platting Analysis:

The subject property will be required to plat at the time of development. Plats will be reviewed and approved by the Planning and Zoning Commission. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements per the Subdivision Ordinance and International Fire Code. Applicant will be required to submit all plats to Galveston County Consolidated Drainage District (GCCDD).

Planning Analysis:

With the current zoning, the property is zoned Single Family Residential (SFR) allowing for lot sizes ninety (90) feet and greater. The proposed zone change would maintain a residential use while providing for mixed lot sizes ranging from sixty (60) to ninety (90) feet wide.

Notice of the public hearings was published in the newspaper, a sign was posted on the property and property owner notices were mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property as Low Density in accordance with the zoning that is currently assigned to the property, as well as, the proposed zone change.

Infrastructure/Service Delivery Impacts**Storm Water Management and Floodplain Issues:**

The property is not within any high-risk flood zone areas. The developer must provide onsite detention. Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

The developer will be required to extend water and sewer infrastructure to the development.

Access:

The property does not currently have road access. Development of the residential lots will be contingent upon the construction of Friendswood Lakes Blvd. The developer will be responsible for coordinating with Galveston County regarding completion of Friendswood Lakes Boulevard and access to the subject property for installation of water, sewer and drainage infrastructure. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements per the City of Friendswood Subdivision Ordinance and the International Fire Code.

Park/Open Space:

Each residential lot will be required to pay \$600 for Parkland Dedication.

**AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT**

AMENDMENT NO. 1

± 157.2 Acres

**Prepared For:
Taylor Morrison**

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: May 2019
AMENDED: September 2019

TABLE OF CONTENTS

- I. Introduction**
 - a. Purpose
 - b. Location and Existing Conditions
- II. Project Description**
 - a. Character of Community
 - b. Land Use
 - c. Permitted Uses
- III. Development Guidelines**
 - a. Residential Development Regulations
 - b. Signage
 - c. Amenities/Open Space
 - d. Phasing/Development Schedule
- IV. Exhibits**
 - a. Area Map
 - b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a $\pm$ 157.2 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and a portion lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. A change of lots and/or lot size of up to ten percent (10%) will be permitted with staff approval. Any change over ten percent (10%) will require City Council approval. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations - 1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)	Zero Lot Line (Y/N)	Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots

- On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
- A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.

3) Cul de Sacs and knuckles

- Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
- Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
 - Adequate water pressure for potable water needs and firefighting capabilities shall be provided

- 4) Points of Access
 1. Any development over seventy-five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
- 6) Lake/Detention Maintenance
 1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
 2. An easement will be established at the rear of the lots to allow for rising water during periods of heavy storm water detention. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

- 1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4' x 8' vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
- 2) Neighborhood monumentation
 - a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 26% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 27.0
Easements	+/- 4.9
Landscape/Open Space	+/- 9.3
TOTAL	+/- 41.2

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 5 phases. The initial phase will consist of approximately 50-60 lots and will be located south of Friendswood Lakes Blvd, on the east side of the lake. Phase two will include approximately 20 to 30 lots south of Friendswood Lakes Blvd, on the west side of the lake. Phase 3 will include the remainder of the lots west of the lake on the south side of Friendswood Lakes Blvd for a total of 25 to 35 lots. Phase 4 will consist of approximately 50 to 60 lots on the west half of the land located north of Friendswood Lakes Blvd. The final phase will be the remaining lots on the east side of the tract north of Friendswood Lakes Blvd. Phase 5 will have around 80 lots. It is proposed that there will be approximately 255-265 total lots within the 5 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development. All platting will be in compliance with the access requirements of the Subdivision Ordinance and International Fire Code.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan

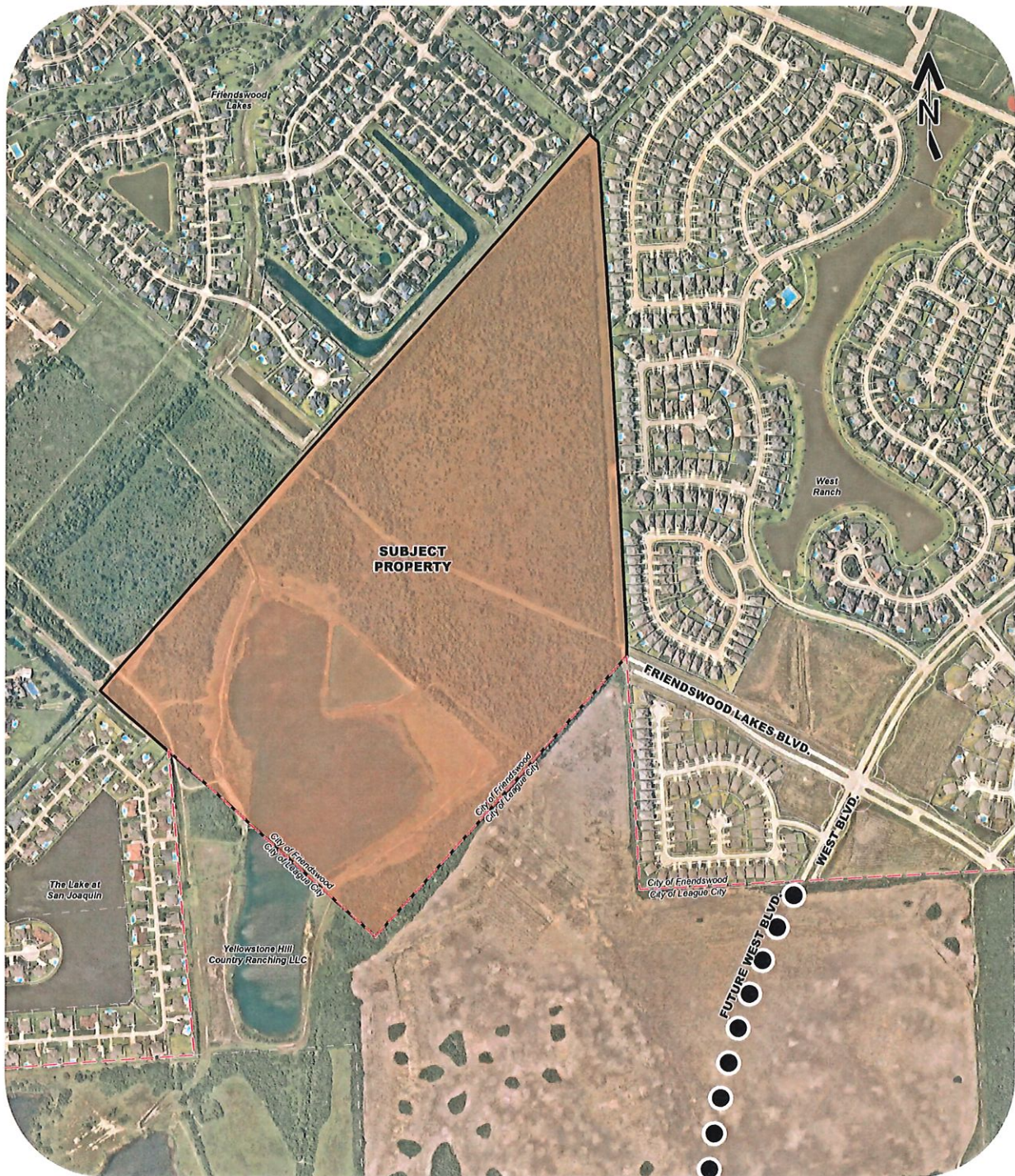


EXHIBIT A

a schematic development plan for
AVALON
AT FRIENDSWOOD
 ±157.2 ACRES OF LAND
 prepared for
TAYLOR MORRISON

META
 PLANNING + DESIGN

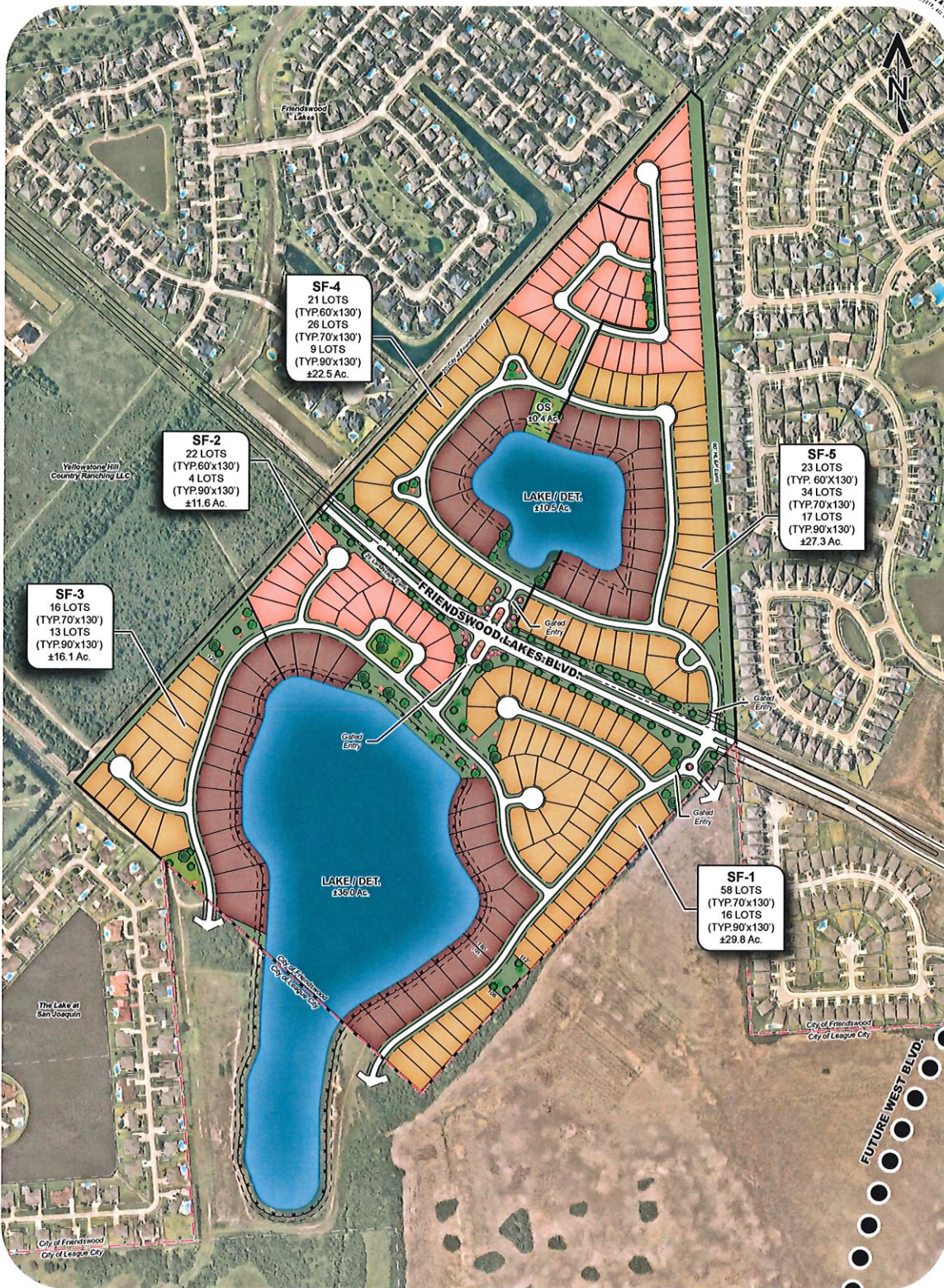
24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422

SCALE
 0 100 200 400

MTA-4711A
 JULY 01, 2019

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING, DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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LOT SUMMARY - FRIENDSWOOD

60'x130'	66 LOTS	25%
70'x130'	134 LOTS	52%
90'x130'	59 LOTS	23%

TOTAL 259 LOTS

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© 2019 META PLANNING + DESIGN. ALL RIGHTS RESERVED.

EXHIBIT B

a schematic development plan for **AVALON AT FRIENDSWOOD** ±157.2 ACRES OF LAND

prepared for
TAYLOR MORRISON

META
PLANNING + DESIGN

SCALE
0 100 200 400

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

META-4711A
JULY 31, 2019

(Title: An ordinance amending the zoning classification for a tract or parcel containing 115.998 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein.)

ORDINANCE NO. 2019-11

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 115.998 ACRES OF LAND ALONG THE FUTURE FRIENDSWOOD LAKES BOULEVARD BETWEEN WEST RANCH AND FRIENDSWOOD LAKES SUBDIVISIONS, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO PLANNED UNIT DEVELOPMENT (PUD) FOR A RESIDENTIAL DEVELOPMENT, "AVALON AT FRIENDSWOOD", CONSISTING OF THE FOLLOWING TRACTS: 1) 87.774 ACRES, MORE OR LESS, BEING A PORTION OF A CALLED 96.944 ACRES TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69 IN GALVESTON COUNTY, FRIENDSWOOD, TEXAS, SAVE AND EXCEPT A 9.170 ACRE PORTION OF THE SAME TRACT; AND 2) 28.2240 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC, FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM SINGLE FAMILY RESIDENTIAL (SFR) TO PLANNED UNIT DEVELOPMENT (PUD) FOR A RESIDENTIAL DEVELOPMENT, "AVALON AT FRIENDSWOOD"; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Constance Cleaves Brakebill, Catherine Mahon, Virginia P. Cleaves, Wilbur R. Cleaves, Melissa Cleaves Benson, and Cypress Creek Holdings Ltd., acting by and through

Janet Cleaves Acord, are the Owners of an 87.774 acre parcel of land, being a portion of a called 96.944 acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas, save and except a 9.170 acre portion of the same tract; and Yellowstone Hill Country Ranching LLC, acting by and through Charles Gregory Evans, is the owner of 28.2240 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching LLC in Clerk's file number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, (the "Property") is also depicted in Exhibit "A" incorporated herein by reference, including warranty deeds, surveys and metes and bounds descriptions, location map, zoning map and aerial map; and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Planned Unit Development (PUD) to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit "B"; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the City Code of Ordinances, a public hearing on such request, allowing all persons attending to be heard on the question of whether the changes of the uses being requested would affect the public health, safety, or general welfare of the citizens of Friendswood; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends approval of the application, subject to any certain conditions made the subject of said recommendation; and

WHEREAS, the City Council deems it appropriate to grant such request, subject to applicable regulations, restrictions, exceptions and conditions; and

WHEREAS, City Council has determined that all public notices have been posted and published, all required hearings on this matter have been held, and that this Ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated by reference, including the representations of Applicant, (as referenced in its Zone Change Application), the final report from the Planning & Zoning Commission, and the minutes of City Council, which City Council is specifically relying upon in adopting this Ordinance, as provided hereafter.

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Single Family Residential (SFR) to Planned Unit Development (PUD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein. This rezoning is specifically conditioned upon Owner's full compliance with Appendix C, Zoning Ordinance, Section 7. "Schedule of District Regulations," J. "Planned Unit Development, General Purpose and Description," paragraph 7.c.2 (Option 2).

Section 3. The Official Zoning Map of the City of Friendswood shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning

classification of said Property as conditioned and described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this 1st day of April, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 6th day of May, 2019.


Mike Foreman
Mayor

ATTEST:


Melinda Welsh, TRMC
City Secretary



Exhibit "A"

1. Applications
2. Property Deeds
3. Metes and Bounds Descriptions
4. Aerial Map
5. Location Map
6. Zoning Map

Exhibit "B"

1. Avalon at Friendswood PUD document
2. Exhibit A – Area Map
3. Exhibit B – Schematic Development Plan

Ordinance Exhibit "A"



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-7314201

Owner's Mailing Address: 204 Woodlawn

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: constance.brakebill@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Constance Cleaves Brakebill Date: 12/28/2018

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Sumner</u>	Application Number: <u>PLAN-2018-0062</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Catherine Mahon Phone: 908-200-5820

Owner's Mailing Address: 90 Allen Rd. 3001

City: Miami Beach State: FL Zip: 33139 Fax: _____

Owner's Email Address: Catherine.mahon@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: [Signature] Date: 1/22/2019

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Summers</u>	Application Number: <u>PLAN-2018-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virginia P. Cleaves Phone: 214-801-5594

Owner's Mailing Address: 13500 Golden Wave Loop

City: Austin State: TX Zip: 78738 Fax: _____

Owner's Email Address: virginia.cleaves@sbccglobal.net

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Virginia P. Cleaves Date: Jan 16 2019

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Sumner</u>	Application Number: <u>PLAN-2018-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



910 S. FRIENDSWOOD DRIVE
Friendswood, TX 77546
Phone: 281-996-2201 Fax: 281-996-3260
www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Wilbur R. CLEAVES Phone: 361 815 0302

Owner's Mailing Address: 241 Rosebud Av

City: Corpus Christi State: TX Zip: 78404 Fax: ~~1-361-8845554~~

Owner's Email Address: <tedCLEAVES@yahoo.com>

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Wilbur R. Cleaves Date: 1/17/19

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: B Sumner

Date of Public Hearing: 3-4-19

Property Owner Notices: 2-22-19

Application Number: PAID-2018-0002

Received Date: 1-28-19

Newspaper Notice: 2-11-19

Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: MELISSA CLEVES BENSON Phone: 214 450-5219

Owner's Mailing Address: 10058 CIRCLEVIEW DRIVE

City: AUSTIN State: TX Zip: 78733 Fax: _____

Owner's Email Address: melissabenson20@gmail.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Melissa Benson Date: 1-20-19

Agent's Signature: Kathryn Parker Date: 1/23/19

Received By: <u>B Sumner</u>	Application Number: <u>PLAN-2018-00022</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Cypress Creek Holdings, Ltd. Phone: 281-220-9356

Owner's Mailing Address: 614 Lindenwood Dr.

City: Houston State: TX Zip: 77024 Fax: _____

Owner's Email Address: dirchweems@comcast.net

AGENT'S NAME: META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

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The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: Dirch And Weems, Pres. of

Date: 1/16/19

Agent's Signature: Kathryn Parker

Date: 1/23/19

Received By: BSummers

Application Number: PLAN-2018-0002

Date of Public Hearing: 3-4-19

Received Date: 1-28-19

Property Owner Notices: 2-22-19

Newspaper Notice: 2-11-19

Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

Phone: 281-996-3201 Fax: 281-996-3260

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: North and South of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

Platted Land – Plat Name: n/a Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill Country Ranches Phone: 281 850 6755

Owner's Mailing Address: 7670 Woodway Drive Suite 162

City: Houston State: TX Zip: 77063 Fax: _____

Owner's Email Address: _____ adam@hillhubbarddevelopment.com

AGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105

Agent's Mailing Address: 24275 Katy Freeway, Suite 200

City: Katy State: TX Zip: 77494 Fax: _____

Agent's Email Address: Kathryn Parker - kedwards@metaplanningdesign.com

In authorizing an agent to represent the owner, the owner attests that his/her agent may make verbal or written representations and/or declarations on the owner's behalf and the owner understands and acknowledges that the City of Friendswood shall rely upon the agent's representations in matters pertaining to the above described property. The designation of an agent in this matter in no way absolves the owner of any of the owner's responsibilities outlined by the City of Friendswood. The owner must be the legal owner of record of the property at the time of submittal of the application.

The undersigned hereby request approval by the City Council on the above identified zone change.

Owner's Signature: _____ Date: Jan 09, 2019

Agent's Signature: _____ Date: Jan 09 2019

Received By: BSummers
Date of Public Hearing: 3-1-19
Property Owner Notices: 2-22-19

Application Number: PLAN-2018-0062
Received Date: 1-28-19
Newspaper Notice: 2-11-19
Sign on Property: 2-22-19

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEES' SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL NONEXEMPT TRUST II, Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST, and Constance Cleaves Brakebill as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST ("Grantors") for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL ("Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto Grantee all of Grantors' interest in and to all real property owned by Grantors in Galveston County, Texas, including but not limited to the following described property together with the same interest in all improvements situated thereon, ("Subject Property"):

See Exhibit "A" attached hereto and made a part hereof.

Grantors do hereby convey the properties described above, together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the

{00282587.1 }

FILED AND RECORDED

Instrument Number: 2018062322

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 10/15/2018 2:23PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



2011019071

5 PGS

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS X
 X KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF GALVESTON X

THAT JANET CLEAVES ACORD, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD NONEXEMPT TRUST II, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD 1993 EXEMPT TRUST, and Janet Cleaves Acord as the Trustee of the 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the below mentioned GRANTEE, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership, (herein referred to as "Grantee") the following undivided interests in all of Grantors' interest in and to the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property")

Grantors do hereby convey the Subject Property together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, and Grantors do hereby bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Subject

Property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

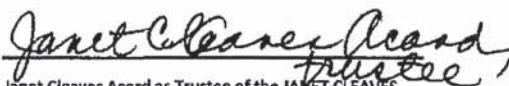
GRANTORS

JANET CLEAVES ACORD



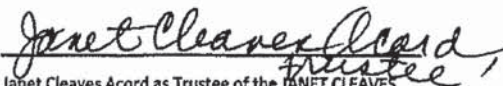
Janet Cleaves Acord

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II



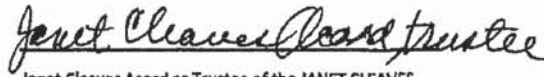
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST



Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 EXEMPT TRUST

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

A handwritten signature in cursive script that reads "Janet Cleaves Acord trustee". The signature is written in dark ink and is positioned above a horizontal line.

Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD 1993 NONEXEMPT TRUST

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

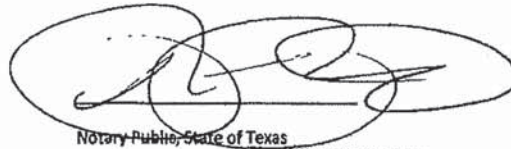
STATE OF TEXAS X

 X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared JANET CLEAVES ACORD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacities therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of April 2011.



Notary Public, State of Texas

After recording, please return to:

Dinah Weems

614 Lindenwood Drive

Houston, Texas 77024



EXHIBIT "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr, by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R. Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011019071

April 14, 2011 01 27 31 PM

FEE \$32.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 10 0612% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time any and all leases, restrictions, covenants,

conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

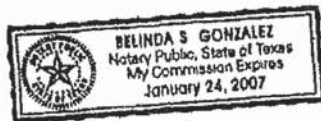
THE STATE OF TEXAS §
COUNTY OF Harris §
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475309 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr., by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office;

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122.22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045574
KERN.S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R. CLEAVES, as Trustee of the WILBUR R CLEAVES 1993 EXEMPT
 TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is
 hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED,
 and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided
 11 3050% of Grantor's undivided one-half (1/2) interest in and to the property described on
 Exhibit "A" attached hereto and by this reference incorporated herein for all purposes,
 together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

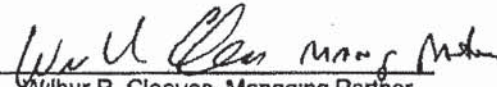
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

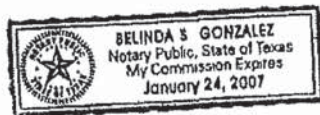
COUNTY OF Dallas

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

PAID

0475688 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R. Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle
2004 JUL 09 09:51 AM 2004045576
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3.6340% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
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 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if
 any, relating to the Subject Property, but only to the extent they are still in force and effect

and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By: 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

COUNTY OF Quezon

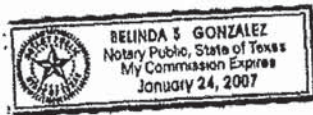
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **PAID**
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No. 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J.R. Williams Survey;

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045577
KERN.S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
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 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by WILBUR R CLEAVES, as Trustee of the WILBUR R CLEAVES 1993
 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 10 06120% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
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Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Wilbur R. Cleaves, Trustee
241 Rosebud
Corpus Christi, TX 78404

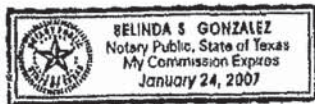
THE STATE OF TEXAS §
 §
COUNTY OF Mexico §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475886 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J.R. Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr. tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916.67 feet) to the most Southerly corner of the said J.R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgia

2004 JUL 09 09:51 AM 2004045578
KERN S \$15.00
Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the VIRGINIA PARRISH CLEAVES
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76840% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

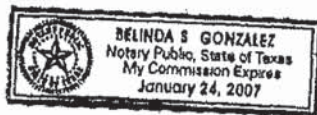
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

**Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002**

PAID

0475681.01
004092-000000

Exhibit "A"

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BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the Northwestern line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey;

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey;

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R. Williams Survey;

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R. Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045580
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL, as Trustee of the CONSTANCE CLEAVES BRAKEBILL 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 11.305% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph.

The conveyance made hereby and the warranties (if any) made hereunder are made by the Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all leases, restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

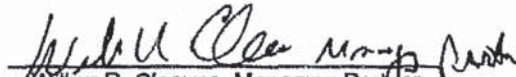
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill, Trustee
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS

COUNTY OF Harris

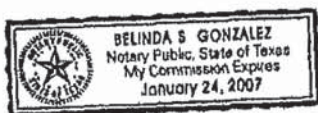
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

PAID

Jennifer M. Eiskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0444582 01
000344-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

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THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045581
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
 COUNTY OF GALVESTON §

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 3 634% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, minerals, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term "Subject Property" shall refer to and include the property described in this paragraph

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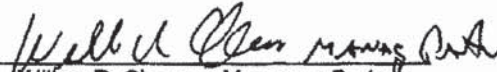
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS

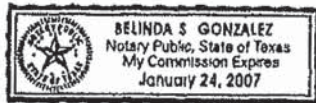
COUNTY OF Mexico

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

Given UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004.

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

PAID

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475311 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045582
KERNLS \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
 COUNTY OF GALVESTON §

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the CATHERINE CLEAVES
 MAHON 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 3 35378% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves Managing Partner
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

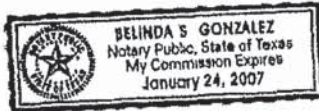
COUNTY OF Wheeler

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:

AND

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475493 01
004092-000000

Exhibit "A"

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THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R. Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045583
KERN'S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the CATHERINE CLEAVES
 MAHON 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
 for all purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS

COUNTY OF Harris

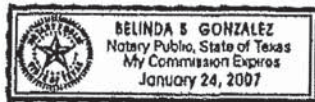
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:

Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475490 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr, by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045584

KERN.S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
 SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto
 Grantee an undivided 3 35378% of Grantor's undivided one-half (1/2) interest in and to the
 property described on Exhibit "A" attached hereto and by this reference incorporated herein
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Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Pamsh Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

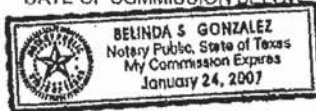
THE STATE OF TEXAS
COUNTY OF Harris

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WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
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DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475672 01
004092-000000

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THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930.56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97.00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045585
KERN 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 2110% of Grantor's undivided one-half (1/2) interest
 in and to the property described on Exhibit "A" attached hereto and by this reference
 incorporated herein for all purposes, together with all improvements situated thereon
 ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Virginia Parnish Cleaves
13055 Hunters Breeze
San Antonio, Texas 78230

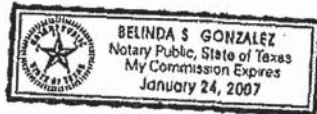
THE STATE OF TEXAS
COUNTY OF Mueces

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

0475682 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045586
KERN \$ 15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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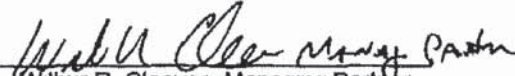
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PARTNERSHIP

By 
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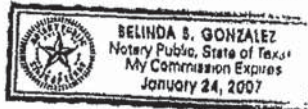
THE STATE OF TEXAS
COUNTY OF Harris

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0475680 01
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SPECIAL WARRANTY DEED

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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CATHERINE CLEAVES MAHON (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 1.21100% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Catherine Cleaves Mahon
1605 Rabb Road
Austin, Texas 78704

THE STATE OF TEXAS
COUNTY OF Meles

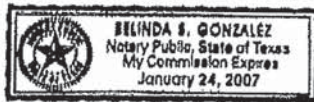
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NOTARY PUBLIC IN AND FOR
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PAID

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Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991 67 feet) said point being on the Northwesterly line of the Peter Darras, Jr. tract, as said tract was set aside to Peter Darras, Jr. by Deed dated September 29, 1880, and recorded in Volume 35, Pages 454-56 in said County Clerk's office,

THENCE South 46 degrees, 25 minutes East along the Northeasterly line of said Peter Darras, Jr tract, a distance of 764 varas (2122 22 feet) to a point for corner of the Southeasterly line of said Mary Fabreau Survey,

THENCE North 43 degrees, 35 minutes East along the Southeast line of said Survey a distance of 335 varas (930 56 feet) to the Easterly line of said Fabreau Survey, said point being also on the West line of the John Dickinson Survey,

THENCE North 1 degree, 25 minutes West along the Easterly line of said Fabreau Survey, same being the Westerly line of said Dickinson Survey, a distance of 1050 varas (2916 67 feet) to the most Southerly corner of the said J R Williams Survey,

THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R. Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045588
KERN S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
 YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM
 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS
 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON
 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
 which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and
 CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an
 undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the property
 described on Exhibit "A" attached hereto and by this reference incorporated herein for all
 purposes, together with all improvements situated thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R. Cleaves, Managing Partner
Wilbur R. Cleaves, Managing Partner *partner*

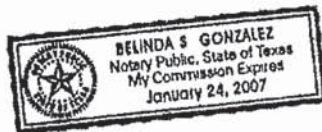
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §
 §

BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Jennifer M. Elskas
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

PAID

0475673 01
004092-000000

Exhibit "A"

Being all that certain tract or parcel of land out of the Mary Fabreau Survey, Abstract No 69, in Galveston County, Texas, and being more fully described by metes and bounds as follows

BEGINNING at the Northeast corner of a tract of 100 acres set aside to Peter Darras, Sr , by Deed dated September 29, 1880, and recorded in Volume 35, Pages 452-54, in the office of the County Clerk of Galveston County, Texas, said point being on the Northeasterly line of the Mary Fabreau Survey and the Southwesterly line of the J R Williams Survey,

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THENCE North 46 degrees, 25 minutes West along the dividing line between said Fabreau Survey and J R Williams Survey to the PLACE OF BEGINNING, containing 97 00 acres of land, more or less

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045589
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Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by MELISSA CLEAVES BENSON (hereinafter referred to as "Grantee"), the receipt
 and sufficiency of which is hereby expressly acknowledged and confessed, has
 GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and
 CONVEY unto Grantee an undivided 1 21100% of Grantor's undivided one-half (1/2)
 interest in and to the property described on Exhibit "A" attached hereto and by this
 reference incorporated herein for all purposes, together with all improvements situated
 thereon ("Subject Property")

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
 Property The term "Subject Property" shall refer to and include the property described in
 this paragraph

The conveyance made hereby and the warranties (if any) made hereunder are
 made by the Grantor and accepted by Grantee subject to the following matters, to the
 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

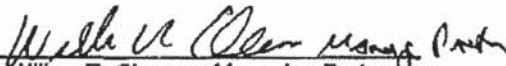
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to the extent that they are still in effect, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise

Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

Address of Grantee:
Melissa Cleaves Benson
4400 Hanover
Dallas, Texas 75225

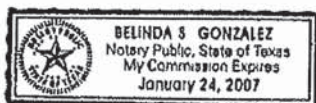
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of July, 2004

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to:
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, TX 77002

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004092-000000

Exhibit "A"

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Mary Ann Dalgia

2004 JUL 09 09:51 AM 2004045590
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Mary Ann Dalgia, COUNTY CLERK
GALVESTON, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF GALVESTON §

That THE ESTATE OF GEORGE A. BOFYSIL, JR., acting by and through Sherry B. Angelo and Georgia B. Graugnard, as Co-Independent Executrixes ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company ("Grantee"), whose address is 770 S. Post Oak Ln, Ste. 600, Houston, Texas 77056, the receipt and sufficiency of which are hereby acknowledged, subject to the reservations, exceptions, restrictions and other terms and provisions hereinafter described, has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY unto the Grantee, all of that certain real property described as follows, to-wit:

The SURFACE ONLY of two (2) tracts of land, one containing approximately 194.21 acres situated in the Geo Patterson Survey, Abstract No. 645 and the Mary Fabreau Survey, Abstract No. 69 and the other containing approximately 26.92 acres situated in the I. & G. N.R.R. Survey No. 5, Abstract No. 622, located in Galveston County, Texas, which tracts are more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes;

together with any and all improvements thereon and any and all appurtenances and hereditaments pertaining thereto (the "Property").

This Deed is subject to the following terms and provisions

A. Exceptions. This conveyance is made and accepted subject to, all and singular, but only to the extent that the same are currently valid and enforceable against the Property, all restrictions, reservations, encumbrances, easements, rights-of-way, outstanding royalty and mineral interests, covenants, conditions, and other matters relating to the Property more particularly set forth in Exhibit B, attached hereto and incorporated herein for all purposes and any ad valorem taxes and assessments applicable to the Property which are not yet due and payable and any additional taxes, penalties or interest assessed as a result of the transfer of the Property or any subsequent change in the use of the Property. All ad valorem taxes and assessments for the Property for the calendar year 2010 which are not yet due and payable have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years and any additional taxes, penalties or interest hereafter assessed as a result of the transfer of the Property or any subsequent change in the use of the Property

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B. Mineral Reservation. There is excepted from this Special Warranty Deed and the warranty contained herein, and Grantor hereby reserves unto itself, its successors and assigns, all of Grantor's rights and interests in and to all oil, gas and other minerals in, on and under or that may be produced from the Property. Grantor hereby waives and releases its rights to ingress and egress to and from said Property for the purpose of exploring for, storing, producing or otherwise developing said oil, gas and other minerals. Notwithstanding the foregoing to the contrary, Grantor reserves unto itself and its successors the rights to develop and produce oil, gas and other minerals in, on, under or that may be produced from the Property by pooling or by directional drilling under the Property from well sites located on lands other than the Property.

C. Access Easement Reservation. Grantor hereby reserves, free of any charge, a twenty foot (20') wide temporary non-exclusive access easement on, over and across the portion of the Property located west of that certain five foot (5') easement granted to Southwestern Bell filed for record under Galveston County Clerk's File No. 9847780 and recorded under Film Code No. 012-96-2002 of the Official Public Records of Real Property of Galveston County, Texas (the "Access Easement") for the sole purpose of providing emergency vehicular access to and from the land owned by Grantor located south and west of the southern boundary of the Property and east of F.M. 528 ("Grantor's Adjacent Land") by Grantor's agents and representatives and subject to the limitation that the Access Easement shall automatically be released and become null and void in 5 years. The Access Easement may not be assigned to any other person or entity (other than the heirs of the Estate of George A. Bofysil, Jr. in any distribution of Grantor's Adjacent Land from the estate), shall not be used for any operating or development activities conducted on Grantor's Adjacent Land and may be reconfigured or relocated from time to time to accommodate development of the Property and/or as may be required in order to maintain access to and from Grantor's Adjacent Land to a public street. Any relocation or reconfiguration of the Access Easement shall be subject to the approval of Grantor and Grantee, which approval shall not to be unreasonably withheld, conditioned or delayed, provided, however, that any such relocation or reconfiguration affords reasonably equivalent usable physical access for the purpose for which the Access Easement is granted. Upon agreement of Grantor and Grantee to any relocation or reconfiguration of the Access Easement from time to time, Grantor and Grantee agree to execute and record an amendment to the description of the Access Easement showing the new location and configuration of the Access Easement and granting the Access Easement over such new location and releasing any area which is no longer subject to the Access Easement.

D. Deed Restriction. Grantor hereby establishes and imposes against the portions of the Property located northwest of the northern boundary of Lot 20 of the David Fahey Subdivision, recorded in Volume 18, Page 417 of the real property records of Galveston County, Texas (the "Restricted Property") the following restrictive covenant which shall hereafter run with the land and burden the Restricted Property and all portions thereof.

The Restricted Property shall only be used for residential purposes, provided, however, in no event shall the Restricted Property be

used for commercial use, apartments or for mobile homes (the "Use Restriction"), and provided further, however, that the current use of all or any portion of the Restricted Property for agricultural purposes may be continued until the Restricted Property is developed and used for residential purposes, whereupon the Use Restriction shall be applicable with respect to the portions of the Restricted Property so developed and used from time to time. It is acknowledged and agreed by Grantor that the construction of streets and utilities and the grading of the land for residential development prior to construction and occupancy of residential structures shall not constitute a violation of the Use Restriction. The Restricted Property may be rezoned from time to time for any use not prohibited by the Use Restriction.

The Use Restriction shall be for the benefit of all other property owned by Grantor in the area ("Grantor's Remaining Property"). The Use Restriction shall be enforceable by Grantor and its successors and assigns as future owners of fee simple or leasehold estate title to all or any portion of Grantor's Remaining Property, any or all of whom shall have the right to obtain such relief as may be available in law or in equity to enforce the Use Restriction and/or to recover damages for the breach thereof.

E "AS IS" Conveyance. Grantee acknowledges and agrees as follows

(i) Grantee has purchased the Property, and the Property is hereby conveyed and transferred to Grantee, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Grantor, excepting the warranties pertaining to the special warranty of title to the Property contained in this deed and except as specifically provided in the Unimproved Property Contract for the purchase of the Property. Grantee further acknowledges and agrees there are no oral agreements, warranties or representations collateral to or affecting the Property by Grantor or any agent of Grantor (the "Contract") Grantor is further not liable or bound in any manner by any statements, representations or information pertaining to the Property furnished orally by any real estate broker, agent, employee, servant or other person,

(ii) Grantee shall not be entitled to, and shall not, rely on the Grantor or its agents as to (1) the quality, nature, adequacy, or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any, (2) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property, (3) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, (4) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose, (5) the zoning or other legal status of the Property, (6) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental

or quasi-governmental entity, or of any other person or entity, or (7) the quality of any labor or materials relating in any way to the Property; excepting the warranties pertaining to the special warranty of title to the Property and except as specifically provided in the Contract,

(iii) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY EXCEPTING THE WARRANTIES PERTAINING TO THE SPECIAL WARRANTY OF TITLE TO THE PROPERTY AND EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(iv) GRANTOR HAS NOT AND DOES NOT, WITH RESPECT TO THE PROPERTY MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE, EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT,

(v) Grantee has had an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary, desirable, or appropriate with respect to the Property GRANTEE EXPRESSLY ACKNOWLEDGES THAT IT IS SPECIFICALLY RELYING UPON SUCH INSPECTIONS AND INVESTIGATIONS IN MAKING ITS DETERMINATION TO ACQUIRE THE PROPERTY Grantee further acknowledges that it is relying upon the conclusions and advice of its experts, consultants and professionals in evaluating the feasibility and desirability of the Property for Grantee's use, and that the availability of the rights to investigate and inspect the Property, and Grantee's corresponding reliance upon the results of such investigations and inspections, were a material factor in the determination to enter into the Contract Such inquiries and investigations of Grantee shall be deemed to include, but shall not be limited to the physical components of all portions of the Property, the condition of the Property, and state such facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulation of the city, county, and state where the Property is located, and the value and marketability of the Property,

(vi) Without in any way limiting the generality of the preceding subparagraphs (i) through (v), Grantee specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim it has, might have had, or may have against the Grantor with respect to Grantor's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, and the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon,

(vii) GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE WAIVES, RELINQUISHES AND RELEASES GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, and

(viii) GRANTEE ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS DEED WERE A MATERIAL FACTOR IN GRANTOR'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT GRANTOR IS UNWILLING TO SELL THE PROPERTY TO GRANTEE UNLESS GRANTOR IS RELEASED AS EXPRESSLY SET FORTH ABOVE. GRANTEE, WITH GRANTEE'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS DEED, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

F. Counterparts. More than one counterpart of this Deed may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original, the pages of which may be aggregated to form a single document.

G. Binding Effect. This Deed shall inure to the benefit of and be binding upon Grantor, its successors and assigns, and Grantee and its successors and assigns, and to the successors in ownership to any interest in the Property and in any other property of Grantor (whether owned by Grantor in fee simple or in which Grantor owns an easement estate) affected hereby, it being agreed that all of the provisions of this Deed, shall run with the land

TO HAVE AND TO HOLD the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject to the terms, provisions, reservations, exceptions, and restrictions set forth herein, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Whenever the context of this Special Warranty Deed requires, (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders and (c) the term

"successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

This Special Warranty Deed is executed by Sherry B. Angelo and Georgia B Graugnard, not individually, but solely in their capacity as the Co-Independent Executrices, of the Estate of George A. Bofysil, Jr and neither shall have any personal liability hereunder

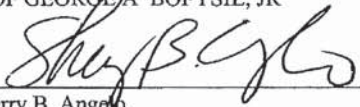
[SIGNATURE PAGE FOLLOWS THIS PAGE]

EXECUTED on the date of the acknowledgment set forth below to be effective
for all purposes as of the 29 day of November, 2010

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By



Sherry B. Angelo,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

By



Georgia B. Graugnard,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

STATE OF TEXAS

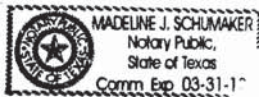
§

COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Sherry B. Angelo

(Seal and Expiration Date)




Notary Public

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Georgia B. Graugnard

(Seal and Expiration Date)




Notary Public

7

HOU 3059373 5

GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

By

Name. Charles Gregory Evans

Title Manager

STATE OF TEXAS

§

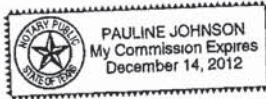
COUNTY OF GALVESTON

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The foregoing instrument was acknowledged before me this 29 day of November, 2010, by Charles Gregory Evans, Manager of Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company, on behalf of such Company.

(Seal and Expiration Date)



Notary Public

RETURN TO

American Title Company of Houston
349 E. Parkwood Drive
Friendswood, TX 77546
Attention: Pauline Johnson
Ref: GF# 1873-10-1065

LIST OF EXHIBITS

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

EXHIBIT A

Property Description

TRACT "A"

A tract of land containing 8,459,890 square feet out of and being part of Lots 1-3, 13-16 and 19-20 of the David Fahey Subdivisions, as recorded in Volume 118, Page 417 and also being out of and a part of Lot 4 of the Burgess Subdivision as recorded in Volume 119, Page 14, both subdivisions of the County Clerk of Galveston County, Texas and being situated in Geo Patterson Survey, Abstract Number 645 and the Mary Fabreau Survey, Abstract Number 69, Galveston County, Texas with said 8,459,890 square feet being more particularly described by Metes and Bounds as follows

COMMENCING at a 5/8 Inch iron rod found at the North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston County and at the Northwest corner and Place of Beginning of the herein described tract,

THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One recorded in Volume 18, Page 1176 of the Galveston County Map Records at the most Northerly corner of this tract,

THENCE S 46 deg -22min -44 sec E, (called S 46 deg -23 min -49 sec E), along the said Southwesterly line of Friendswood Lakes, Section One and an Easterly line of this tract a distance of 717 47 feet (called 717 77) to a 5/8 Inch iron rod found at the called South corner of said Friendswood Lakes, Section One, the most Northerly corner of a called 2 0477 acre tract of land described in deed to Friendswood Lakes, Inc - in film code number 014-67-1510 and at an angle point of the hereon described tract,

THENCE S 62 deg -06 min 21 sec E (called S 62 deg -05 min -22 sec E), along the Southeasterly line of said called 2 0477 acre tract a distance of 836 42 feet (called 836 12 feet) to a 5/8 Inch iron rod found at the Southerly corner of said called 2 0477 acre tract, the Westerly corner of a called 32 4763 acre tract described in deed to Friendswood Lakes, Inc in film code 014-67 -1510 and an angle point of this tract,

Exhibit A - Page 1

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Handwritten signature and initials, possibly "JMT" and "bb", in dark ink.

THENCE S 47 deg -16 min -50 sec E (called 47 deg -17 min -03 sec E), along the Southwesterly line of the called 32 4763 acre tract a distance of 820 58 feet (called 820 80 feet), to a 5/8 iron rod found at the Southerly corner of the called 32 4763 acre tract and an angle point of the hereon described tract,

THENCE N 42 deg -41 min 10 sec E (called N 42 deg -42 min -57 sec E), along the Southeasterly line of the called 32 4763 acre tract, a distance of 253 77 feet (called 253 67 feet), in an iron rod with cap found in the Southwesterly line of Friendswood Lakes, Section Two, as recorded in Volume 18 Page 1366 of the Galveston County Map Records, at the Southeasterly corner of called 32 4763 acre tract and at an angle point of this tract,

THENCE S 47deg -16 min -31 sec E (called S47 deg -18 min -18 sec) along the Southwesterly line of said Friendswood Lakes, Section Two, a distance of 460 42 feet (called 459 83 feet) to a iron rod with cap found at a point of curvature to the left of Friendswood Lakes, Section Two and the hereon described tract,

THENCE in a Northeasterly direction along the arc of said curve to the left having a radius of 25 00 feet, a central angle of 89 deg -54 min -23 sec (called 90 deg -00 min 54 sec) and an arc length of 39 23 feet (called 39 28 feet) to an iron rod with cap found at the Southwesterly corner of Sandy Lakes Boulevard, called 60 foot right-of-way at an interior corner of Friendswood Lakes, Section Two and this tract

THENCE S47 deg -17 min - 01 sec E (called S47 deg 18 min -18 sec E), along the Westerly line of Sandy Lakes Boulevard, a distance of 59 91 feet (called 60 00 feet) to an Iron rod with cap found at the Southerly corner of said Sandy Lakes Boulevard, at a point of curvature to the left and an Interior corner of the hereon described tract,

THENCE In a Southeasterly direction around said curve to the left having a radius of 25 00 feet, a central angle of 90 deg -11 min -52 sec (called 90 deg -00 sec -54 sec) and an arc length of 39 36 feet (called 39 28 feet) to an iron rod with cap found at a point of tangency in the Southwesterly line of Friendswood Lakes, Section Two and for an interior corner of this tract,

THENCE S 47deg -16 min -50 sec E (called S47 deg -18 min -18 sec E), along the Southwesterly line of Friendswood Lakes, Section Two a distance of 260 89 feet(called 260 75 feet) to an iron rod with cap found at the most Southerly corner of Friendswood Lakes, Section Two, the Westerly corner of a called 9 801 acre subdivision which is under construction and to be known as the Dominion at Friendswood Lakes and at an angle point for hereon described tract,

THENCE S 47deg,-14 min -38 sec, E (called S 47 deg -15 min -55 sec, E), along the Westerly line of said proposed subdivision, distance of 673 35 feet (called 673,57 feet) to an iron rod with cap found in the Northerly line of a tract of land described in Deed to

Exhibit A - Page 2


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The Wilbur S, Cleaves Family Limited Partnership in film code number 011-61-0107, at the Southerly corner of the proposed subdivision and at the most Easterly corner of this tract,

THENCE S 43 deg -45 min -17 sec W (called S43 deg -45 min 11 sec W), along the Northerly line of said Wilbur S Cleaves Family Limited Partnership tract, a distance of 550 62 feet (called 551 13 feet) to a 5/8 inch iron rod found at the Westerly line of said Cleaves Family Limited Partnership and at an angle point of the hereon described tract,

THENCE S46 deg -16 min -21 sec E (called S46 deg -16 min-27 sec E), along the Westerly line of said Cleaves Family Limited Partnership tract and an Easterly line of this tract, a distance of 2123,10 feet to a 5/8 iron rod with cap set from which a nail inside of a 1 inch iron pipe found is 1 foot 11 inches Westerly and from which a 1" iron pipe found at the called East corner of Lot 21 of the David Fahey Subdivision bears N 43 deg -42 min - 42 sec E a distance of 929 11 feet (called 929,17 feet) and said 5/8 inch iron rod with cap set is in the Northerly line of called First Tract deeded to West Cattle Company in film code number 007-99-1074 and at the Southeasterly corner of this tract,

THENCE S43 deg -42 min -42 sec, W (called S43 deg -42 min,-50 sec W) along said Northerly line of the West Cattle Company tract, a distance of 1220 64 feet to a 5/8 inch iron rod set at an interior corner of the West Cattle Company tract and at an angle point of the hereon described tract,

THENCE N 46 deg -17 min -30 sec, W (called N 46 deg -17 min -22 sec W) along an interior line of the West Cattle Company tract a distance of 194 41 feet to a 5/8 inch iron with cap set at the most Northwesterly corner of the said West Cattle Company tract, the most Easterly corner of a 26 92 acre tract to be known as "Tract B" surveyed at the time as this tract at angle point of this tract,

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a 1/2 inch iron rod found at the Easterly corner of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

THENCE N 46 deg -22 min,-26 sec W, along the Easterly line of said San Joaquin Estates, Sections One, Two and Three the Easterly line of Mission Estates, Section Three as recorded in Volume 18, Page 91 of the Galveston County Map Records and said Somerset Place, a distance of 4379 47 feet (called 4370 05 feet) to the Place of Beginning and containing 194 21 acres

Exhibit A - Page 3



HOU 3059373 5



TRACT"B"

A tract of land containing 1,172, 653 9 square feet out of and being part of a called first tract conveyed to George A Bofysil, Jr as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653 9 square feet being more particularly described in metes and bounds as follows

COMMENCING at a 5/8 inch iron rod found at the called North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575 67 feet (called 574 00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194 21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955 14 feet (called 4953 05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389 91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S00 deg,-33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

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remainder tract, the Southerly corner of The Lake at San Joaquin, Section Two as recorded in Plat Record 2009A, Map Number 3 of the Galveston County Map Records at the Southwesterly corner of this tract,

THENCE N 02 deg -48 min -36 sec W (called N 02 deg -50 min -01 sec W), along the Easterly line of said The Lake at San Joaquin, Sections One and Two, a distance of 1734 00 feet (called 1733 69 feet) to the place of beginning and containing 26 92 acres

Exhibit A - Page 5



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EXHIBIT B

Permitted Encumbrances

As to Tract A

- 1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682
- 5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No. 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 7 All those certain buffers, utility, drainage, water line(s), etc., easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- 8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas
- 9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No. 9510390

Exhibit B - Page 1

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- 10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

- 1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391
- 3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

- 1 Subject to the zoning ordinances now in force in the city of any governing municipality
- 2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

Exhibit B - Page 2



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- 3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- a Rights or claims, if any of fence(s) traversing the utility easement(s)
 - b Genesis pipeline markers across Tract 1 that lies within the roadway
 - c Overhead electric, towers and guy anchors affecting Tract 1



Exhibit B - Page 3



HOU 3059373 5

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010059686

December 01, 2010 01 41 12 PM

FEE \$76 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

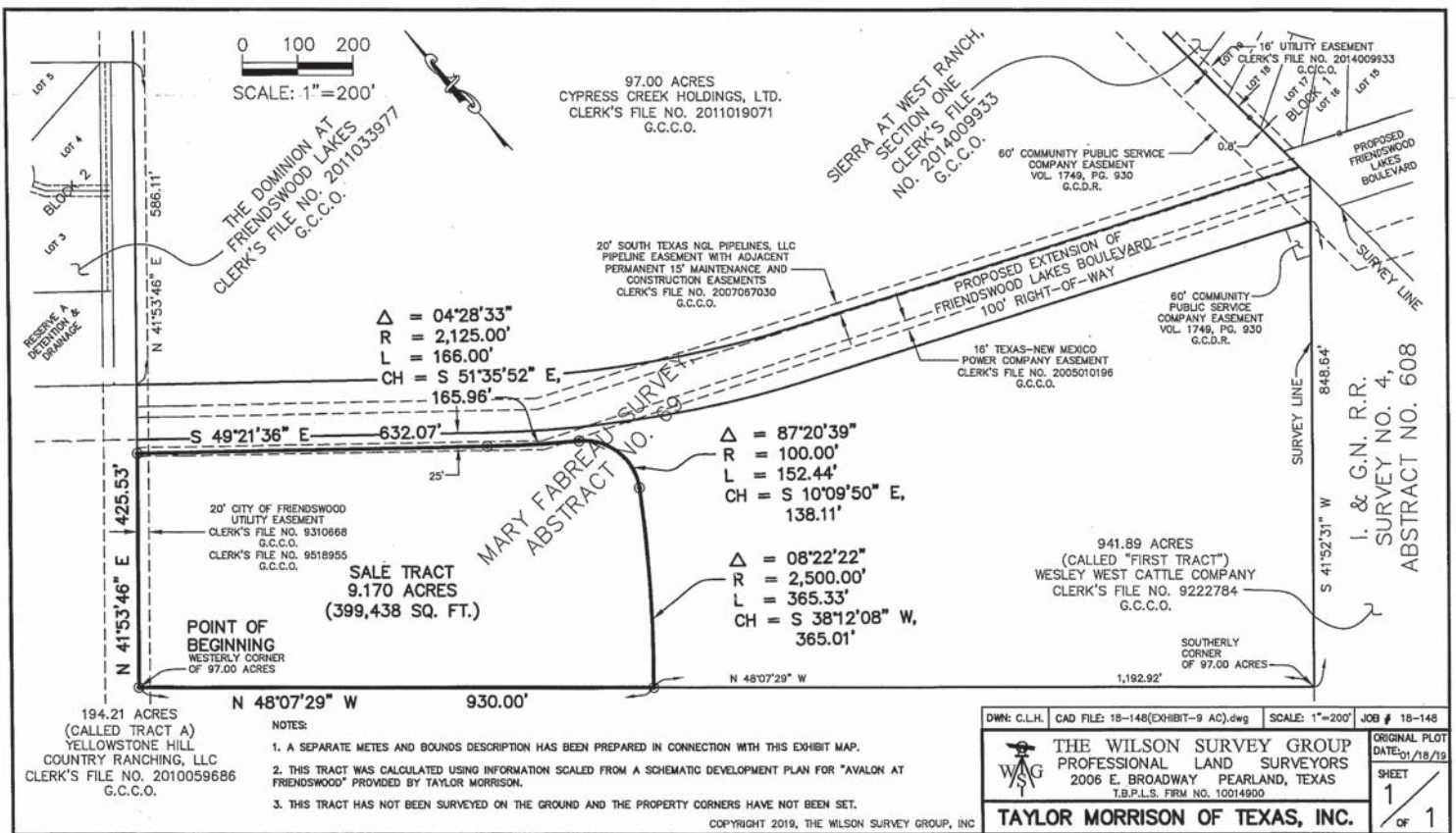
The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900



Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18





SAVE AND EXCEPT

Taylor Morrison of Texas, Inc.
9.170 Acres
Sale Tract

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 9.170-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 9.170-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at the westerly corner of said 97.00-acre tract, said point is an interior corner of a 194.21-acre tract of land (called Tract "A") described in a deed to Yellowstone Hill Country Ranching, LLCC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the northwesterly line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract for a distance of 425.53 feet to the northerly corner of the herein described tract;

THENCE, South 49°21'36" East, 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard (based on a width of 100-feet) and along the northeasterly line of the herein described tract for a distance of 632.07 feet to the point of curvature of a curve to the left;

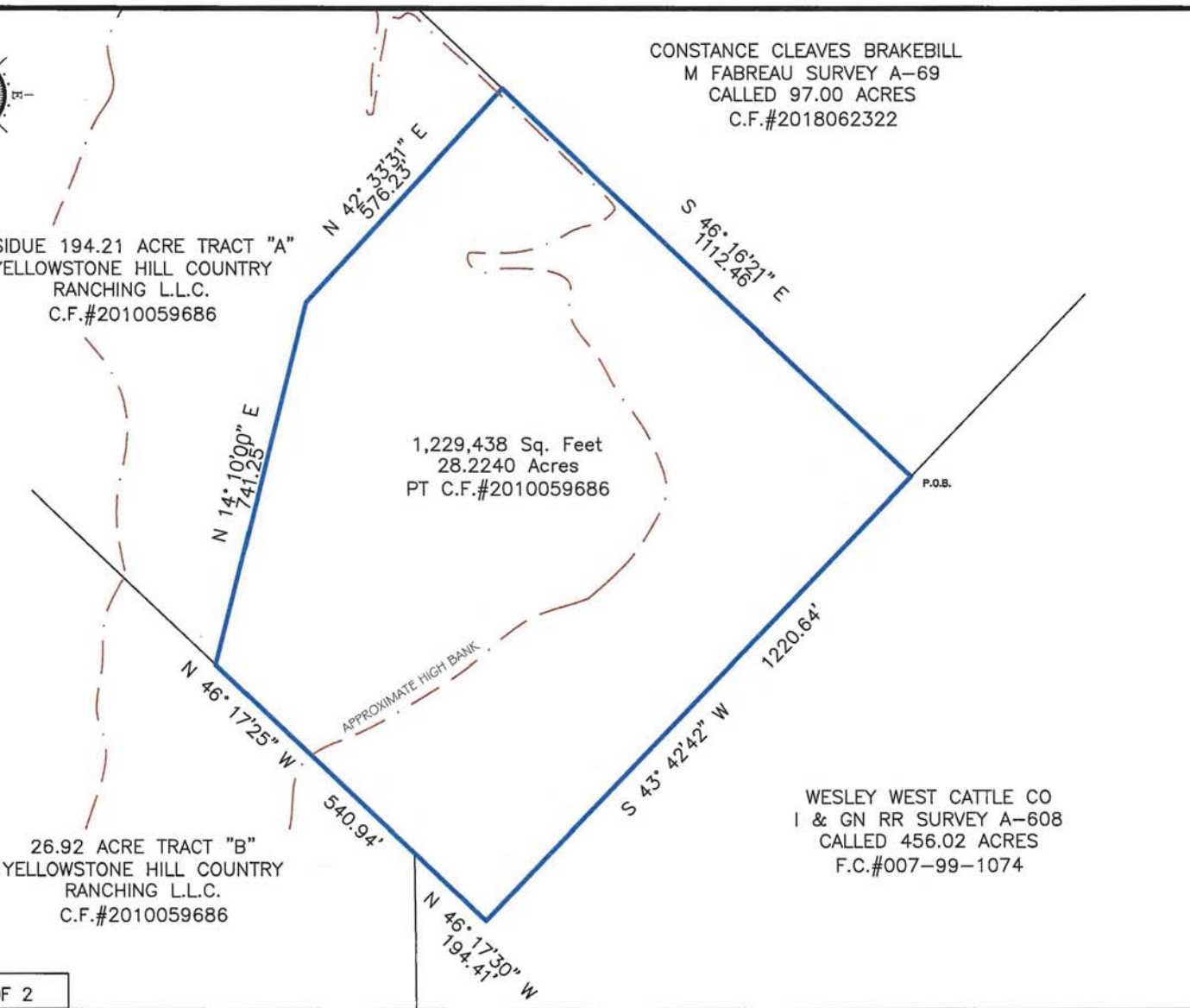
THENCE, continuing 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard, same being the northeasterly line of the herein described tract, and with said curve to the left, having a radius of 2,125.00 feet, a central angle of 04°28'33", (chord bears South 51°35'52" East, 165.96 feet), for an arc distance of 166.00 feet to a point of reverse curvature;

THENCE, continuing along the northeasterly line of the herein described tract, and with said curve, having a radius of 100.00 feet, a central angle of 87°20'39", (chord bears South 10°09'50" East, 138.11 feet), for an arc distance of 152.44 feet to the point of curvature of a curve to the right;

THENCE, along the southeasterly line of the herein described tract and with said curve to the right having a radius of 2,500.00 feet, a central angle of 08°22'22", (chord bears South 38°12'08" West, 365.01 feet), for an arc distance of 365.33 feet to a point in the southwesterly line of the aforementioned 97.00-acre tract, same being the northeasterly line of the aforementioned 194.21-acre tract;

THENCE, North 48°07'29" West, along the southwesterly line of said 97.00-acre tract, same being the northeasterly line of said 194.21-acre tract, for a distance of 930.00 feet to the POINT OF BEGINNING, containing a computed area of 9.170-acres (399,438 square feet).

5



THIS SKETCH IS INCORPORATED
AS A BOUNDARY

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION
A TRACT OF LAND CONTAINING
(1,229,438 SQUARE FEET) OR
LESS, BEING A PORTION OF
ACRE TRACT DESCRIBED AS
CONVEYED TO YELLOWSTONE
RANCHING LLC IN CLERK'S RECORDS,
2010059686 OF THE GALVEZ
RECORDS, SAID 28.2240 ACRES
FURTHER DESCRIBED BY MAP
AS ATTACHED.

AVALON AT FR

DATE 01/10/2019

PRO
T.B.
P.O. BOX 1366, FR
PHONE: 281-996-11
PROFESSIONAL SURVEY AND
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PRO-SURV

SURVEYING AND MAPPING
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P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113
CONTACT: TIM LESAK, RPLS

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METES AND BOUNDS DESCRIPTION 28.2240 ACRE (1,229,438 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 HARRIS COUNTY, TEXAS

A TRACT OF LAND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS SAID 28.2240 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 194.21 ACRE TRACT, BEING IN THE NORTHERLY LINE OF A TRACT AS CONVEYED TO WEST CATTLE COMPANY IN FILM CODE NUMBER 007-99-1074 AND BEING THE SOUTH CORNER OF A TRACT AS CONVEYED TO CONSTANCE CLEAVES BRAKEBILL IN CLERK'S FILE NUMBER 2018062322;

THENCE SOUTH 43°42'42" WEST, ALONG SAID NORTH LINE OF SAID WEST CATTLE COMPANY TRACT AND SOUTH LINE OF SAID 194.21 ACRE TRACT, A DISTANCE OF 1,220.64 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46°17'30" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID WEST CATTLE COMPANY TRACT AND 194.21 ACRE TRACT, A DISTANCE OF 194.41 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID WEST CATTLE COMPANY TRACT AND BEING THE EAST CORNER OF A CALLED 26.92 ACRE TRACT DESCRIBED AS TRACT "B" IN SAID DEED TO YELLOWSTONE HILL COUNTRY RANCHING LLC;

THENCE NORTH 46°17'25" WEST, ALONG THE EASTERN LINE OF SAID 26.92 ACRE TRACT, A DISTANCE OF 540.94 FEET TO A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT LYING WITHIN A LAKE/DETENTION RESERVE;

THENCE NORTH 14°10'00" EAST, CROSSING SAID 194.21 ACRE TRACT WITHIN SAID 38.99 ACRE LAKE/DETENTION RESERVE, A DISTANCE OF 741.25 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

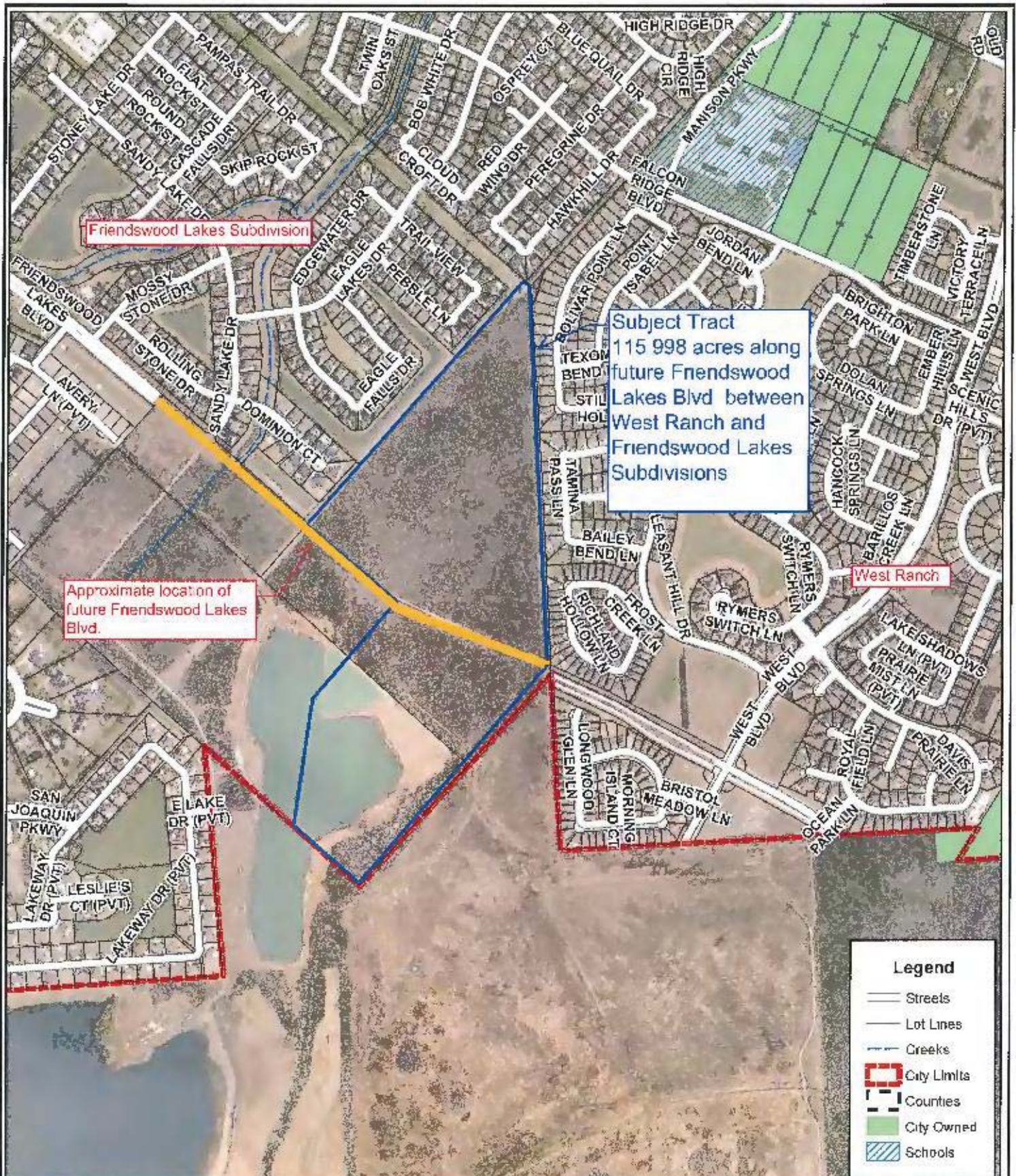
THENCE NORTH 42°33'31" EAST, A DISTANCE OF 576.23 FEET TO A POINT IN THE NORTHEAST PROPERTY LINE OF SAID 194.21 ACRE TRACT, ALSO BEING THE SOUTHWEST PROPERTY LINE OF SAID BRAKEBILL TRACT;

THENCE SOUTH 46°16'21" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1,112.46 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET), MORE OR LESS, WITH APPROXIMATELY 15.2360 ACRES BEING SUBMERGED WITHIN SAID LAKE/DETENTION RESERVE.

AREA IN LAKE IS APPROXIMATED AND DERIVED FROM AN ON THE GROUND SURVEY PERFORMED FEB. 2, 2015.

DIMENSIONS LISTED HEREON ARE DERIVED FROM A PROPERTY EXHIBIT PROVIDED BY DEVELOPER.

SEE PROJECT # PS1901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC,
P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS, (2) assumes all responsibility for the use thereof and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

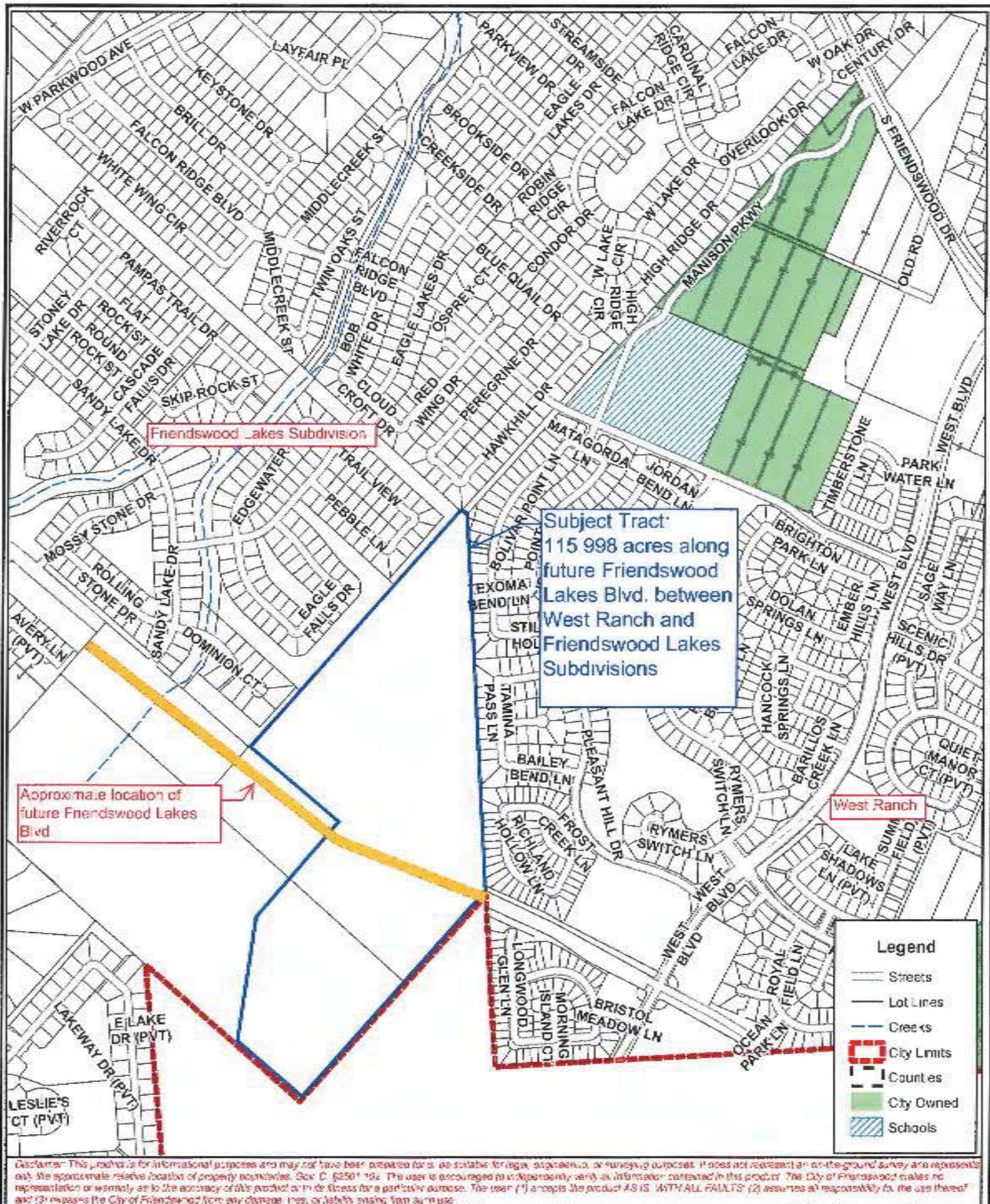


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77548
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'

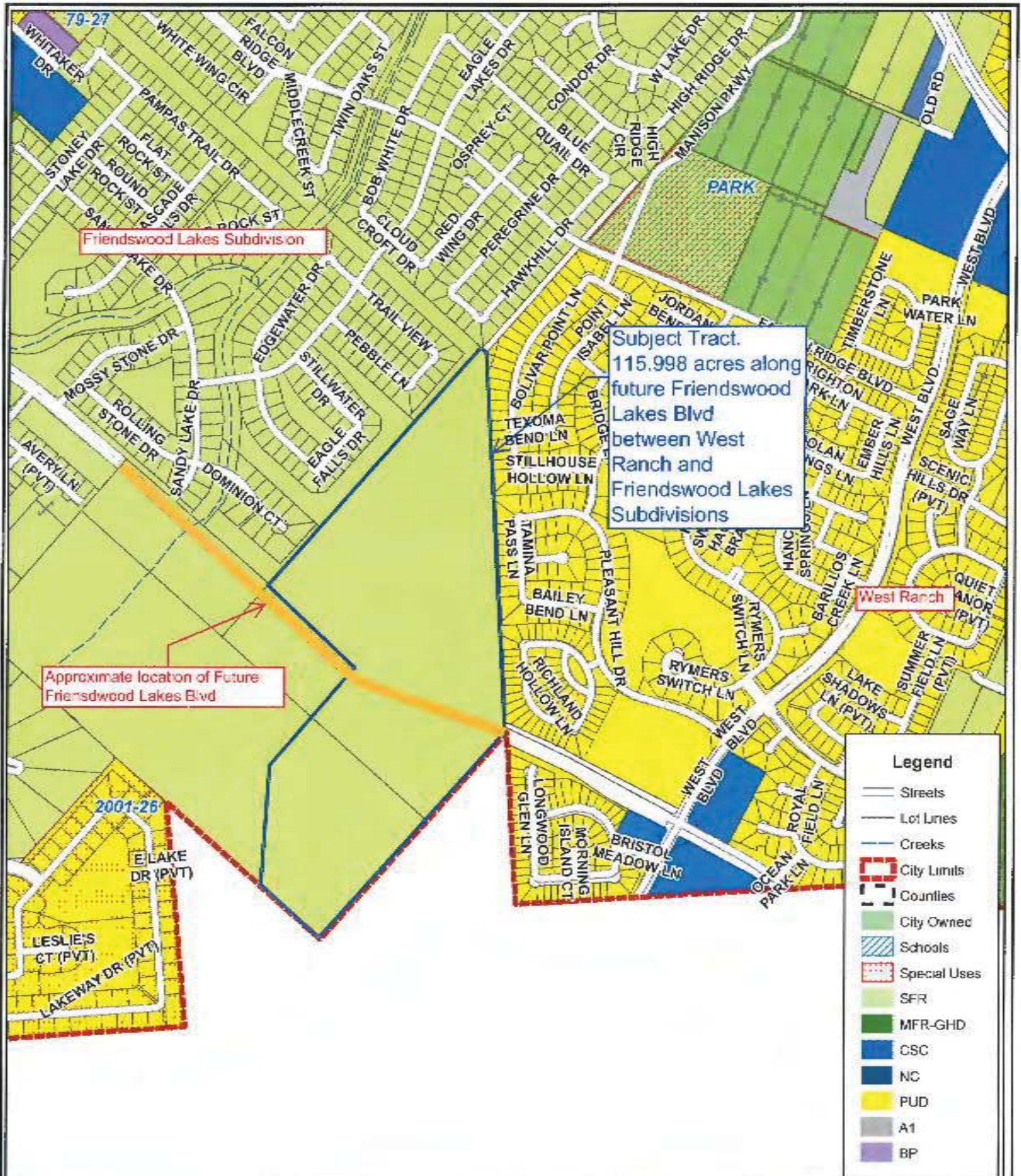


City of Friendswood
510 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.cityoffriendswood.texas.gov

Friendswood GIS Mapping



1" = 945'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2571.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS, (2) assumes all responsibility for the use thereof, and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



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Friendswood GIS Mapping



1" = 968'

Ordinance Exhibit "B"

AVALON AT FRIENDSWOOD PLANNED UNIT DEVELOPMENT

± 115.998 Acres

Prepared For:
Taylor Morrison

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

TABLE OF CONTENTS

- I. Introduction**
 - a. Purpose
 - b. Location and Existing Conditions
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 - c. Amenities/Open Space
 - d. Phasing/Development Schedule
- IV. Exhibits**
 - a. Area Map
 - b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a $\pm$ 116 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations - 1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)	Zero Lot Line (Y/N)	Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots

1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
2. A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings, fences, and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements

3) Cul de Sacs and knuckles

1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
 - a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided

4) Points of Access

1. Any development over seventy five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
- 6) Lake/Detention Maintenance
 1. A private maintenance agreement between the HOA for Avalon at Friendswood and the adjacent property owner and/or future HOA will be provided at the time of final plat recordation of any sections utilizing the lake for detention

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

- 1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4' x 8' vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
- 2) Neighborhood monumentation
 - a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 31% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 27.0
Easements	+/- 4.9
Landscape/Open Space	+/- 4.3
TOTAL	+/- 36.2

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 3 phases. The initial phase will consist of approximately 100 to 120 lots and will be located within the eastern half of the property north of Friendswood Lakes Blvd as well as the portion of development along the lake on the south side of Friendswood Lakes Blvd. Phase two will include the remainder of the land on the north side of Friendswood Lakes Blvd for a total of approximately 40 to 50 lots. The final phase will include the remainder of the property on the south side of Friendswood Lakes Blvd, approximately 40 to 50 lots. It is proposed that there will be approximately 200-210 total lots within the 3 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan

**EXHIBIT**

an area map for
AVALON
AT FRIENDSWOOD
±114.0 ACRES OF LAND
a special for
TAYLOR MORRISON

META

34275 Ealy Finishing, Bldg. 300
Katy, Texas 77404
Tel: 281-810-1422

ATN-471 4
DECEMBER 17 1968

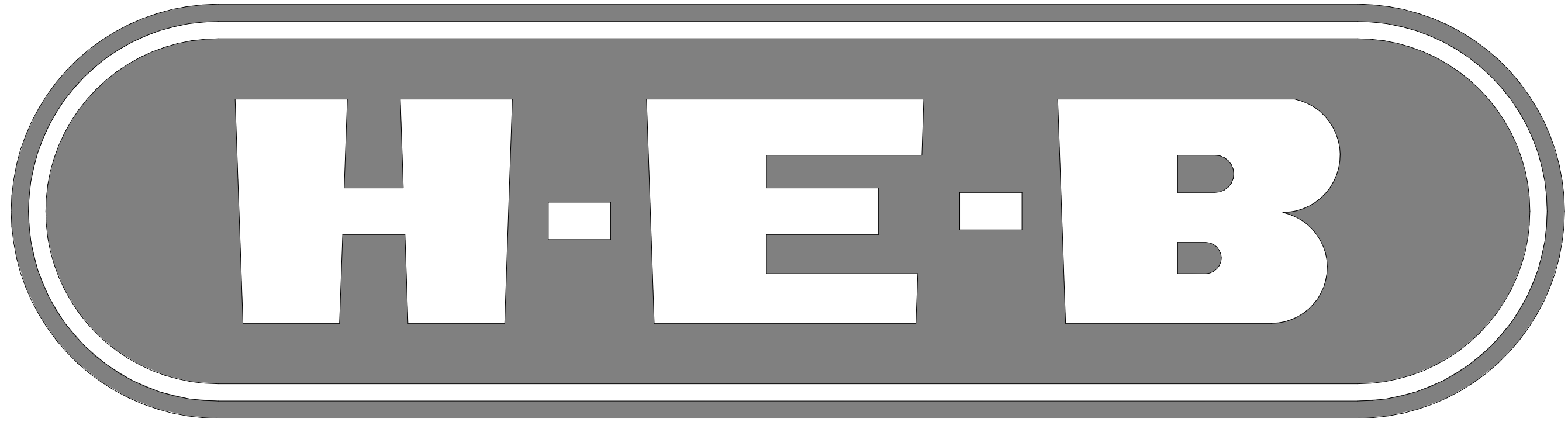
Memo

To: Planning and Zoning Commission
From: Becky Summers, Development Coordinator
Date: September 3, 2019
Re: HEB Curbside Expansion

Project Description: HEB Grocery Store is proposing to add 1,188 square feet to the existing Curbside section.

The plan has been reviewed by staff in the following departments: Planning, Public Works, Engineering, Fire Marshal, and Police Department. The proposed project appears to be in compliance with current City codes.

The plan is subject to approval by the Planning and Zoning Commission.



FRIENDSWOOD, TX 77456

CORP. # 558
701 W PARKWOOD AVE



GENERAL
CR1 08.23.19
CIVIL
CR1 08.23.19

CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
CR1 08.23.19
ARCHITECTURAL

CS-1.0	COVER SHEET
C-0.0	COVER SHEET
C-0.1	GENERAL NOTES
C-1.0	EXISTING CONDITIONS
C-1.1	SWAPP
C-2.0	MASTER SITE PLAN
C-3.0	SITE PAVING PLAN
C-4.0	SITE UTILITY PLAN
C-5.0	SITE GRADING
C-5.1	SITE DRAINAGE
C-6.0	PLAT
C-7.0	CITY OF FRIENDSWOOD CONSTRUCTION NOTE 1 OF 2
C-7.1	CITY OF FRIENDSWOOD CONSTRUCTION NOTE 2 OF 2

CR1 08.23.19

STRUCTURE

MECHANICAL

ELECTRICAL

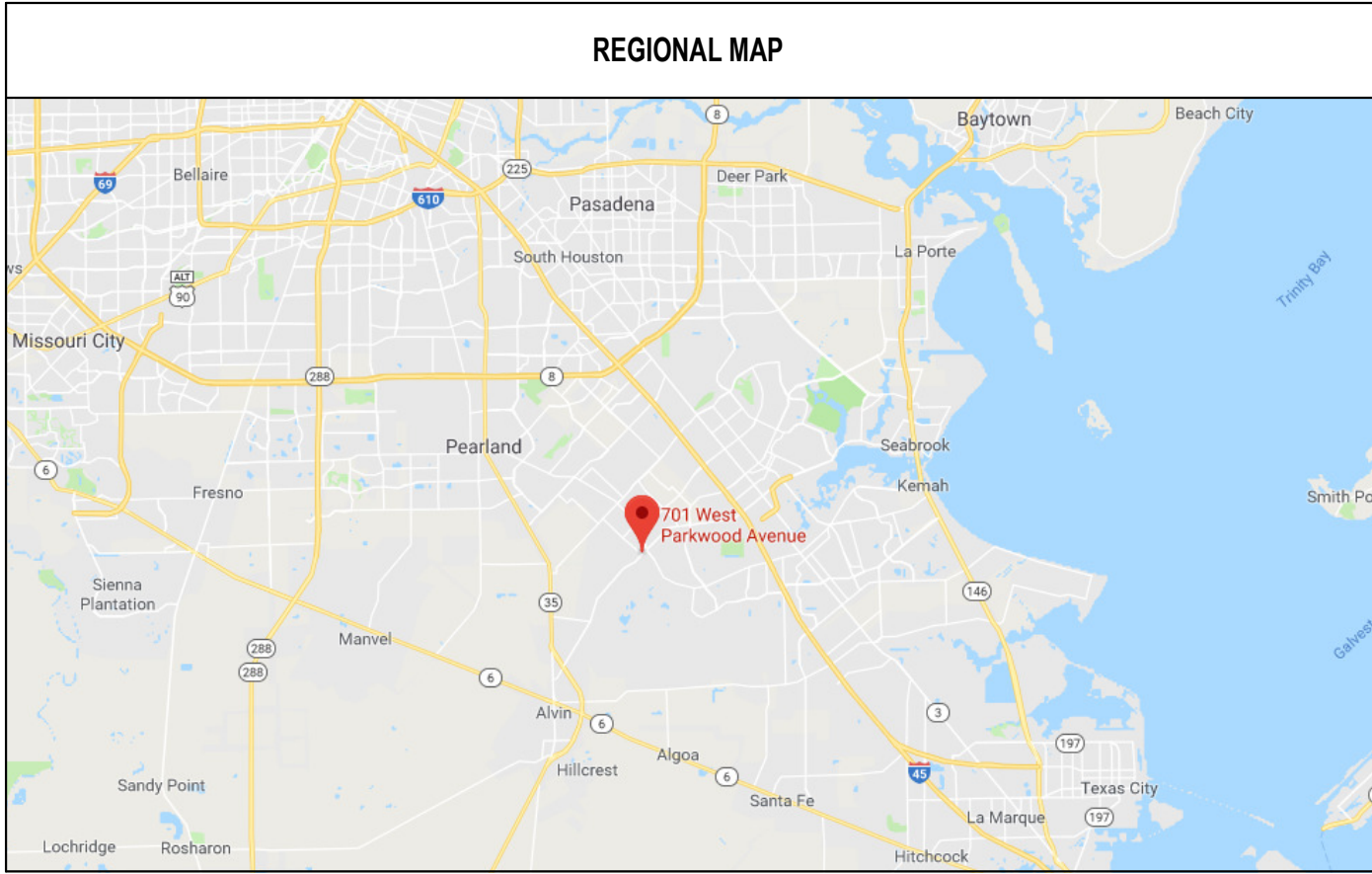
REFRIGERATION

A-0.1	SUPPLEMENTAL AND GENERAL CONDITIONS
A-0.2	SUPPLEMENTAL AND GENERAL CONDITIONS
A-0.3	ARCHITECTURAL SPECIFICATIONS
A-0.4	ARCHITECTURAL SPECIFICATIONS
A-0.5	ARCHITECTURAL SPECIFICATIONS
A-1.0	OVERALL FLOOR PLAN AND GENERAL INFORMATION
A-2.0	ENLARGED DEMOLITION PLAN
A-3.0	ENLARGED FLOOR PLAN AND RCP
A-4.0	ROOF PLAN AND NOTES
A-4.1	ROOF DETAILS
A-5.0	ARCHITECTURAL DETAILS
A-6.0	EXTERIOR ELEVATION
A-7.0	INTERIOR ELEVATIONS AND SECTIONS
A-8.0	EQUIPMENT AND FINISH PLANS
S-1.1	CURBSIDE PLANS AND NOTES
S-2.1	TYPICAL SECTIONS AND DETAILS
M-2.2	MECHANICAL HVAC PLAN
M-2.3	MECHANICAL DETAILS AND SCHEDULES
M-5.3	MECHANICAL SPECIFICATION
MEPR-1.2	ROOF COORDINATION PLAN
DE-2.5	ELECTRICAL ENLARGED DEMOLITION PLAN
E-0.0	ELECTRICAL SYMBOLS LEGEND
E-0.1	ELECTRICAL GENERAL NOTES AND DETAILS
E-1.3	ELECTRICAL ENLARGED LIGHTING PLAN
E-3.2	ELECTRICAL ENLARGED POWER PLANS
E-4.1	ELECTRICAL ONE-LINE DIAGRAM AND SCHEDULES
E-6.3	ELECTRICAL SCHEDULES
E-6.4	ENERGY COMPLIANCE FORMS
E-9.2	ELECTRICAL SPECIFICATIONS
E-9.3	ELECTRICAL SPECIFICATIONS
R-1.3	REFRIGERATION PARTIAL PLAN
R-2.2	REFRIGERATION SCHEDULE
R-5.1	REFRIGERATION DETAILS
R-5.2	REFRIGERATION DETAILS
R-6.3	REFRIGERATION REMODEL SPECIFICATIONS
R-6.4	REFRIGERATION REMODEL SPECIFICATIONS
R-6.5	REFRIGERATION REMODEL SPECIFICATIONS

EMS

COOLER/FREEZER PANELS

EMS-1.3	EMS PARTIAL PLAN
EMS-5.1	EMS SPECIFICATIONS
QS-1	
QS-2	
QS-3	



APPLICABLE CODES						
JURISDICTION						
Agency			Location			
CODE ENFORCEMENT	City of Friendswood	City of Friendswood				
ZONING	City of Friendswood	City of Friendswood				
CODE	TITLE	EDITION	AMENDMENTS	NOTES		
BUILDING	IBC	2012	-	-		
FIRE	IFC	2012	-	-		
ACCESSIBILITY	TAS	-	-	-		
MECHANICAL	IMC	2012	-	-		
ELECTRICAL	NEC	2011	-	-		
PLUMBING	IPC	2012	-	-		
FUEL	-	-	-	-		
ENERGY	IECC	2012	-	-		
LIFE SAFETY	-	TAS	-	-		
HEALTH	-	-	-	-		
CONSTRUCTION TYPE AND LIMITATIONS						
CONSTRUCTION TYPE (Chapter 6):		IV UNPROTECTED	PRIMARY OCCUPANCY:		MERCANTILE	
BUILDING HEIGHT LIMITATIONS		STORIES	BUILDING AREA LIMITATIONS		AREA (SF)	
ALLOWABLE HEIGHT		1	ALLOWABLE AREA		UNLIMITED	
ALLOWABLE HEIGHT INCREASE (w/ Sprinklers)		1	UNLIMITED AREA BUILDING? (Section 507)			
TOTAL ALLOWABLE HEIGHT		2	EXISTING AREA		82,182	
ACTUAL HEIGHT		1	EXISTING CURBSIDE AREA		1,200	
			CURBSIDE EXPANSION AREA		1,188	
			NEW OVERALL BUILDING AREA		84,570	
PLEASE NOTE: THIS EXISTING BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM. CONSTRUCTION TYPE DETERMINE BY EXISTING DOCUMENTS. NO WORK BEING DONE IN THIS PROJECT WILL CHANGE THE FIRE RESISTANCE OF BUILDING COMPONENTS, OCCUPANCY TYPE, BUILDING HEIGHT/AREA ALLOWANCE PER IBC SECTIONS 5 AND 7.						
SERVICES FOR SPRINKLER SYSTEM RENOVATIONS ARE TO BE CONTRACTED BY THE GENERAL CONTRACTOR. SPRINKLER SUBCONTRACTOR TO PROVIDE DESIGN SERVICES FOR SPRINKLER SYSTEM RENOVATION WORK. SPRINKLER HEADS ARE TO ONLY BE RELOCATED IF REQUIRED TO COORDINATE WITH CONSTRUCTION OR TO MEET COVERAGE REQUIREMENTS BASED ON NEW LAYOUT AND CONDITIONS.						
EGRESS INCHES REQUIRED (BUILDING ADDITION ONLY)						
CLASSIFICATION (Chapter 3)	SQ FT	FACTOR (SF per occupant)	LOAD (Occupants)	FACTOR (Inches per Occupant)	INCHES REQUIRED	NOTES
S1 - STORAGE	2,388	300	8	0.2	40	48 PROVIDED
PROJECT CONTACT LIST:						
Civil Engineering: TERRA Associates, Inc. 1445 North Loop West Suite 450 Houston TX 77008 Lyle Henkle, P.E. President 713-993-0333 ext 104 lhen@terraassoc.com		Architect: pb2 architecture + engineering 2809 Ajax Avenue Suite 100 Rogers, AR 72758 Dwayne Harris Project Manager 479-636-3521 dwayne.harris@pb2ae.com Scott Broadbent, AIA Senior Associate 489-878-3731 scott.broadbent@pb2ae.com		Structural Engineering: Becker Consultants, LLC 2702 N Loop 1694 E, Sult 201 San Antonio, TX 78232 Nick Dudley, PE 210-824-2908 nick@becker.com		MEPR Engineering: Henderson Engineers 8345 Lenexa Drive, Suite 300 Lenexa, KS 66214 Chad Vande Velde 913.742.5463 chad.vandevelde@hendersonengineers.com Brett Crask, PE 913.742.5713 brett.crask@hendersonengineers.com

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Date	07/17/19
Description	PLAN MOD 17 - CURBSIDE EXP
PLAN MOD 17 - CODE COMMENT RESPONSE	08/23/19
Revision	CR1

architecture + engineering
Rogers, Arkansas
2809 Ajax Avenue Suite 100
Phone: 479.636.3545
Fax: 479.636.1207

pb2

COVER SHEET

H.E.B. CORP. #558
701 W PARKWOOD AVE
FRIENDSWOOD, TX 77456

CS-1.0

SCALE: AS INDICATED
CONSUL. PROJ. NO.: 2019-0279
DATE: 08/23/2019
SHEET NO.

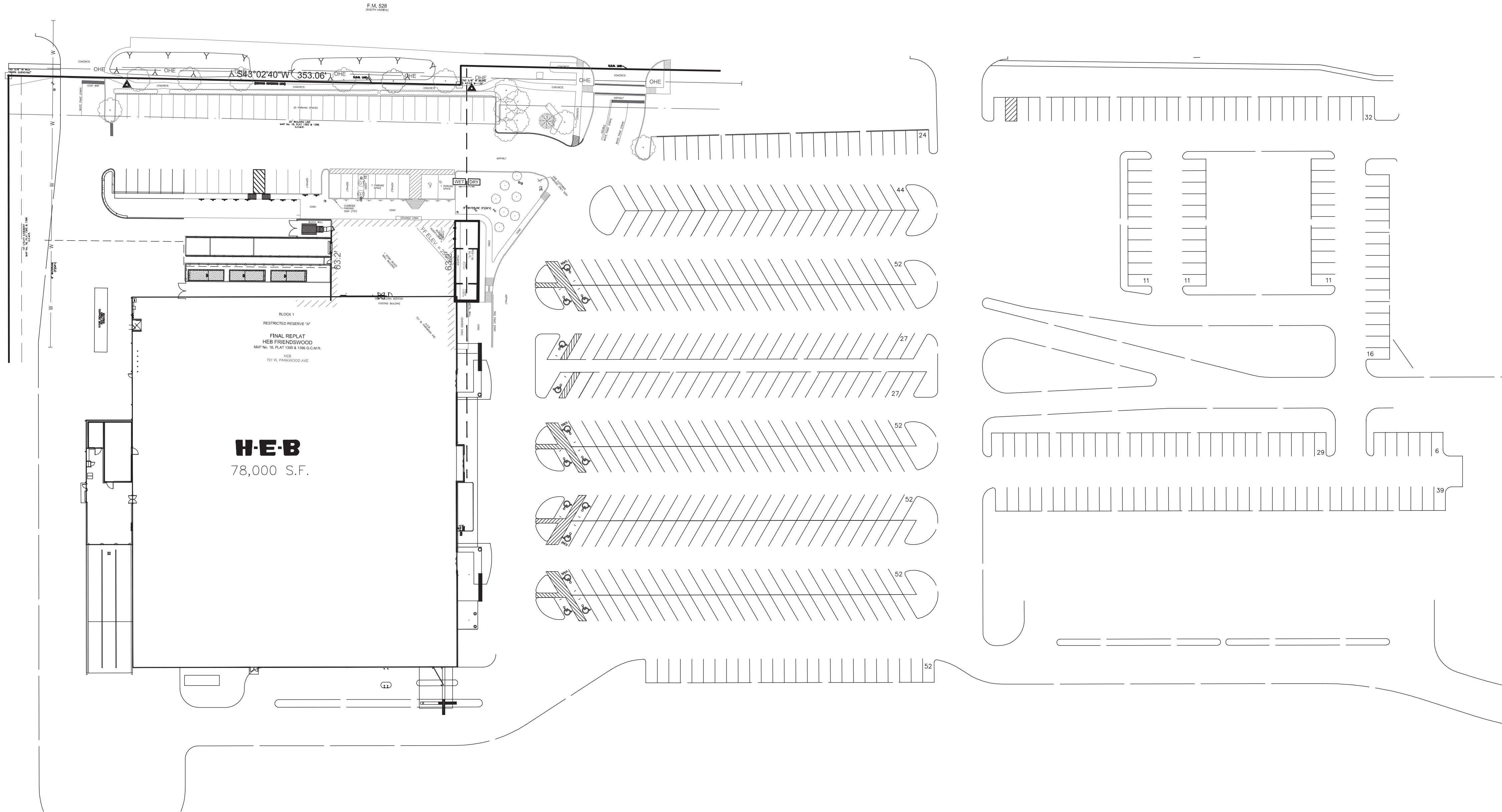
Page 467 of 483

Date: June 15, 2017 User ID: rfv
File: F:\CLIENTS\1070-HEB\FRIENDSWOOD EXP\DRAWINGS\C-2.0 MASTER SITE PLANDWG

A1

MASTER SITE PLAN

1"=50'



CITY ENGINEER _____ DATE _____

RENE IBARRA, CFM, CPM
DIRECTOR OF PUBLIC WORKS _____ DATE _____

NOTE:
THIS IS TO CERTIFY THAT THE ABOVE SIGNED HAVE REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED BY THE CITY OF FRIENDSWOOD. THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S RESPONSIBILITY AND ACCOUNTABILITY.

EFFECTIVE DATE: APRIL 3RD, 2019

A6

PROJECT INFORMATION

NOT TO SCALE

E6

VICINITY MAP

SCALE: 1"=500'

SYMBOLS LEGEND

- ELECTRIC PULLBOX
- LIGHT STANDARD
- SIGN
- GREASE TRAP
- CLEAN OUT
- SAMPLE WELL
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION CONTROL VALVE

ABBREVIATIONS LEGEND

- CM GREPE MYRTLE
- CONC CONCRETE
- TYP TYPICAL

C6

LEGEND

NOT TO SCALE

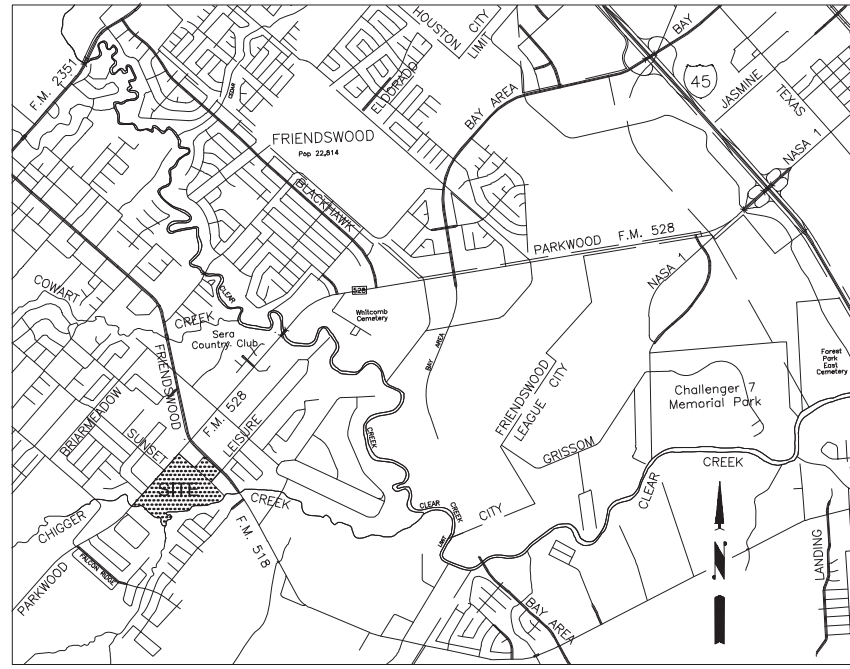
FLOODPLAIN INFORMATION

THIS TRACT LIES IN ZONE "X" (UNSHADED), DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRM COMMUNITY PANEL NUMBER 48167C0014G, LATEST AVAILABLE PUBLISHED REVISION DATED AUGUST 15, 2019.

BENCHMARKS:

FLOODPLAIN R.M. NO. 010095
METAL ROD STAMPED HGCSO 54 1986, LOCATED FROM FM 518 AND FM 528; TRAVEL SOUTHWEST ON FM 528, 1.1 MILES TO CLEAR CREEK DRAINAGE DISTRICT OFFICE AT 1301 PARKWOOD (FM 528); MONUMENT IS IN THE GRASS AT THE NORTHWEST CORNER OF THE PARKING LOT; KEY MAP 666M IN THE CLEAR CREEK WATERSHED.
ELEVATION = 29.43 FEET (NAVD 1988, 2001 ADJUSTED)

TBM A
BOX CUT ON SAFETY END TREATMENT APPROXIMATELY 220' NORTHEAST OF THE SOUTHWEST CORNER OF THE SUBJECT TRACT.
ELEVATION = 23.37 FEET



SCALE: AS NOTED

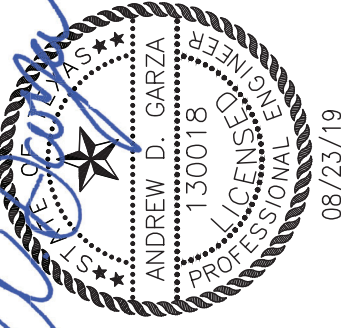
PRJ. NO: 1070-1906

DATE: 06/14/19

C-2.0

MASTER SITE PLAN

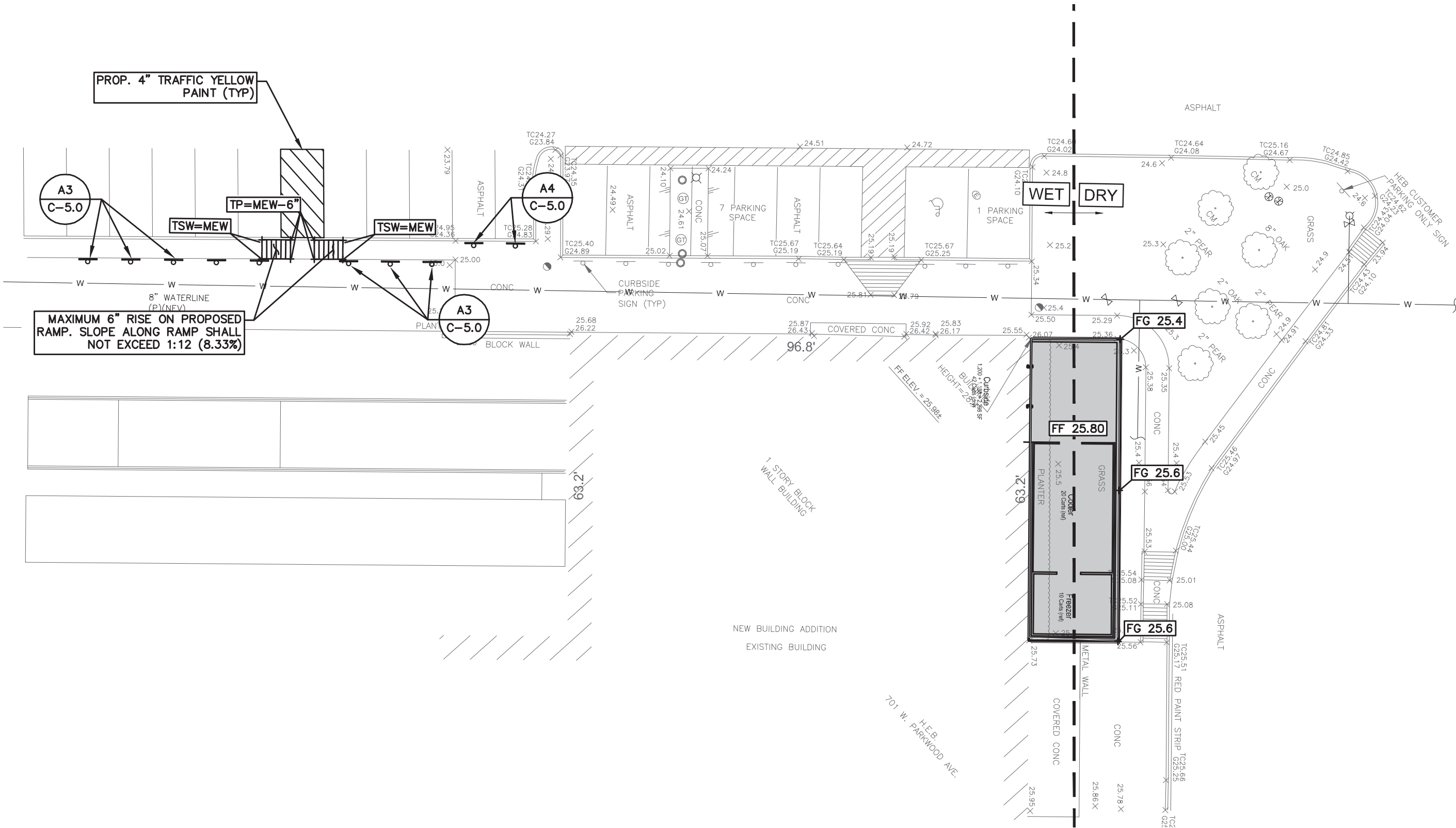
H-E-B CORP. #558
FRIENDSWOOD
701 W. PARKWOOD
FRIENDSWOOD, TX 77546



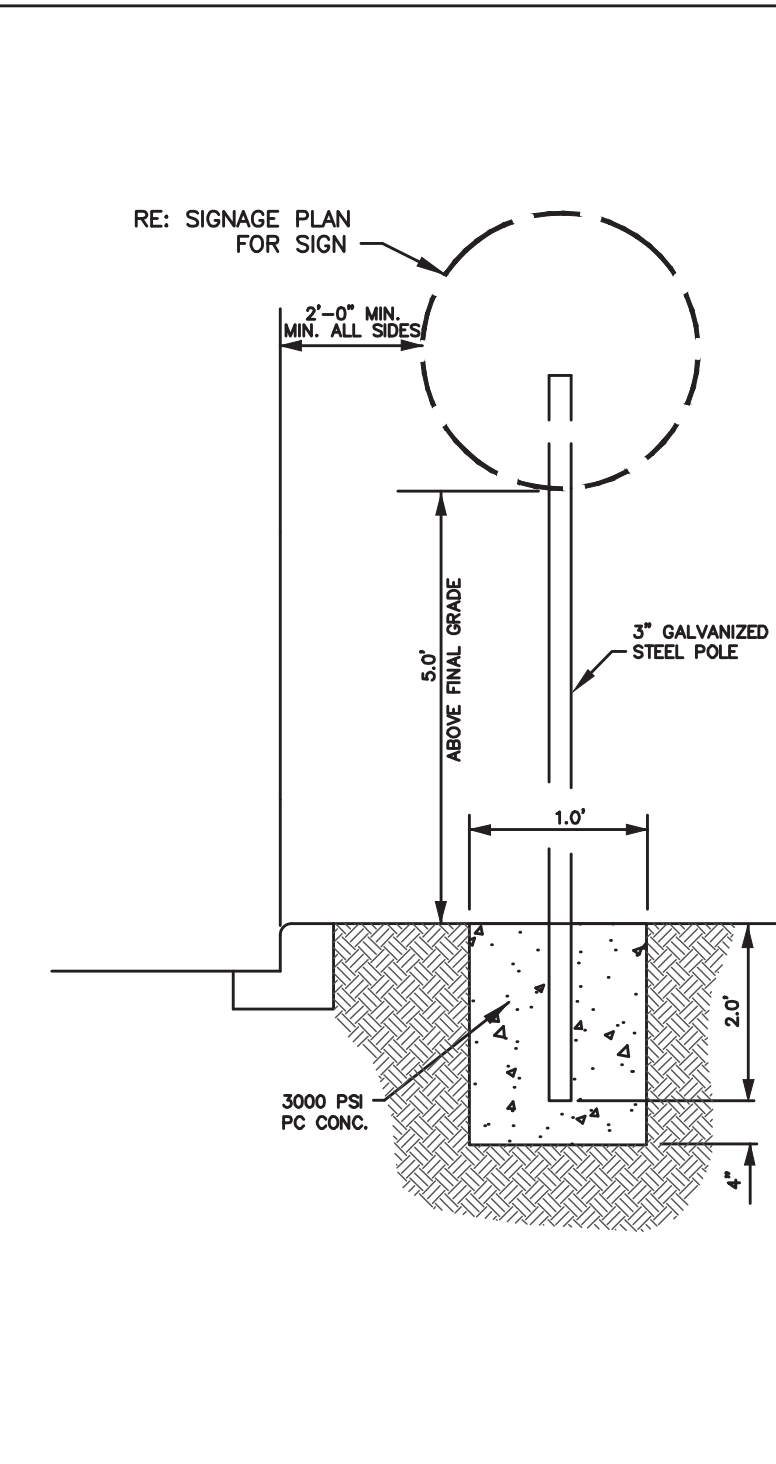
TERRA
ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1445 N. LOOP WEST - SUITE 450
HOUSTON, TEXAS 77008
TBP# Registration No.: F-003832

H-E-B

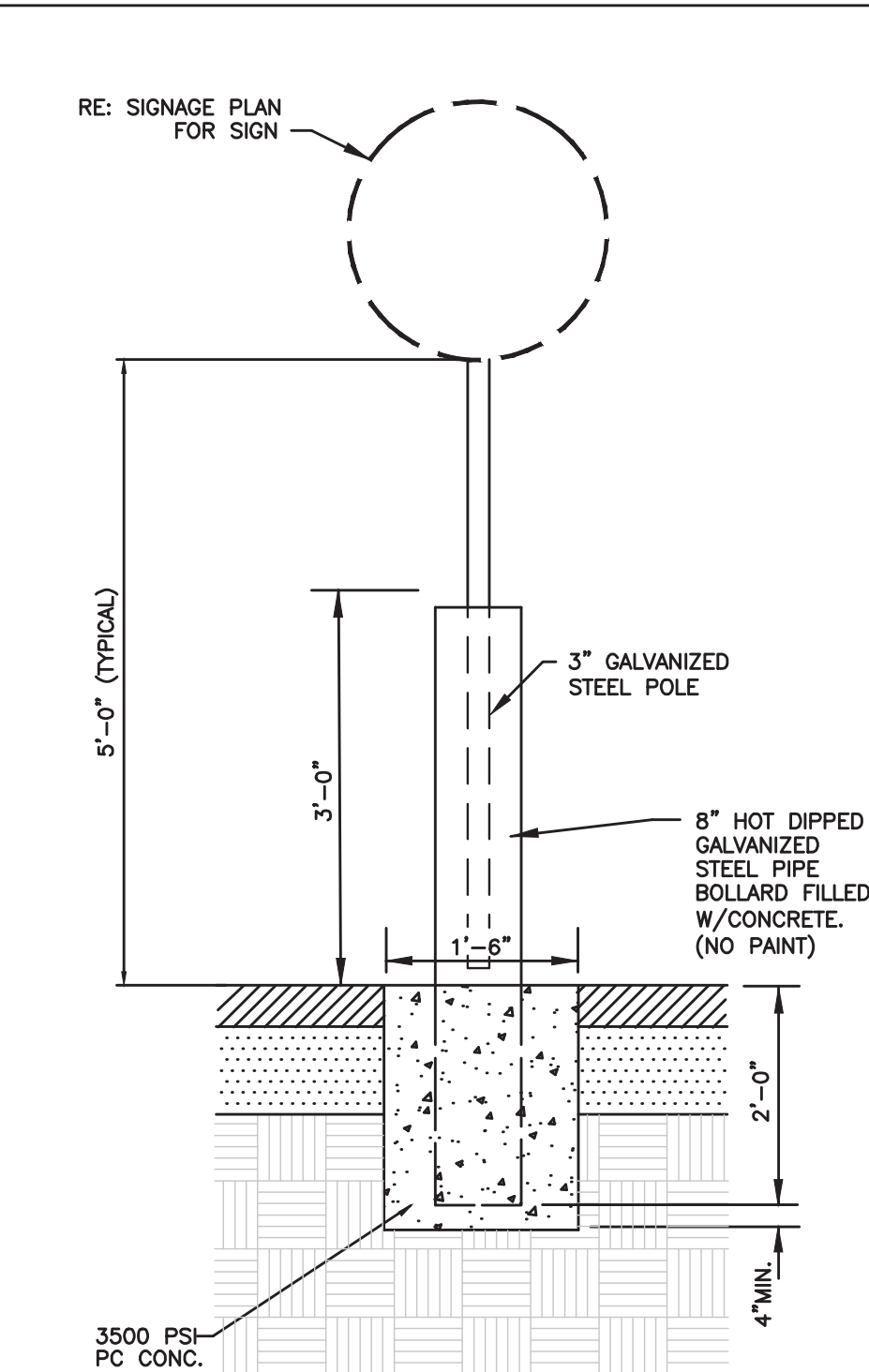
A1 SITE PLAN
1"=10'



A3 FIXED SIGN
NOT TO SCALE



A4 FIXED SIGN W/ BOLLARD PROTECTION
NOT TO SCALE



DETENTION SUMMARY:

TOTAL BOUNDARY AREA =	16.047 Ac.
TOTAL IMPERVIOUS SURFACE= (PRE-EXPANSION)	12.677 Ac.
TOTAL PERVIOUS SURFACE= (PRE-EXPANSION)	3.370 Ac.
TOTAL IMPERVIOUS SURFACE= (POST-EXPANSION)	12.704 Ac.
TOTAL PERVIOUS SURFACE= (POST-EXPANSION)	3.343 Ac.
TOTAL % ALLOWED IMPERVIOUS SURFACE =	90.0%
TOTAL % PROPOSED IMPERVIOUS SURFACE =	79.1%

*EXISTING 8.45 AC-FT DETENTION BASIN WAS DESIGNED FOR 90% IMPERVIOUS COVER WITHIN THE 16.047 AC BOUNDARY SHOWN HEREON. THEREFORE NO ADDITIONAL DETENTION WILL BE REQUIRED PER DOCUMENT NO. 2001/017 DATED FEB. 6 2001 TITLED, "PROPOSED HEB SUPERMARKET ON FM 528" PREPARED BY DODSON & ASSOCIATES, INC.

*BASED ON APPROVED PLANS ENTITLED "HEB FRIENDSWOOD PARKING LOT EXPANSION", JANUARY 31, 2014.

HEB PARKING SUMMARY	
*EXISTING PARKING	448 SPACES
PARKING TO BE REMOVED	1 SPACE
NEW/PROPOSED PARKING (REGULAR)	0 SPACES
REQUIRED HANDICAP PARKING	18 SPACES
*EXISTING HANDICAP PARKING	20 SPACES
NEW/PROPOSED HANDICAP PARKING	0 SPACE
PROVIDED HANDICAP PARKING	20 SPACES
ADJUSTED TOTAL PARKING PROVIDED	447 SPACES

*BASED ON APPROVED PLANS

C5 SITE SUMMARY

NOT TO SCALE

APPROXIMATE LIMIT OF LANDSCAPE DEMOLITION AREA.

NOTES

- CONTRACTOR TO COORDINATE WITH STORE PRIOR TO LANDSCAPE DEMOLITION TO MINIMIZE IMPACT ON STORE OPERATIONS.
- CONTRACTOR TO USE CAUTION WHEN CONSTRUCTING NEAR EXISTING WATER LINE.
- CONTRACTOR TO REMOVE SIDEWALK AS REQUIRED TO CONSTRUCT RAMP.

B5 DEMO LEGEND

NOT TO SCALE

E6 VICINITY MAP

NOT TO SCALE

SYMBOLS LEGEND

- ELECTRIC PULLBOX
- LIGHT STANDARD
- SIGN
- GREASE TRAP
- CLEAN OUT
- SAMPLE WELL
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION CONTROL VALVE

ABBREVIATIONS LEGEND

- CM CREPE MYRTLE
- CONC CONCRETE
- TYP TYPICAL

LEGEND

- MATCH EXIST CURB & GUTTER ELEV.
- MATCH EXIST SIDEWALK ELEV.
- FINISHED FLOOR
- TOP OF GRATE
- TOP OF CURB
- TOP OF PAVEMENT
- TOP OF SIDEWALK
- EXISTING TOP OF CURB
- EXISTING TOP OF PAVEMENT
- EXISTING INLET
- PROPOSED INLET

C6 LEGEND

NOT TO SCALE

DETENTION NOTES

DETENTION IS PROVIDED WITHIN A PLAN SET ENTITLED "HEB GROCERY STORE, FM 528 AKA SOUTH PARKWOOD, GALVESTON COUNTY, TEXAS" AND APPROVED BY CLEAR CREEK DRAINAGE DISTRICT ON 05/22/2001.

FLOODPLAIN INFORMATION

THIS TRACT LIES IN ZONE "X" (UNSHADED), DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRM COMMUNITY PANEL NUMBER 485468 0005 E, LATEST AVAILABLE PUBLISHED REVISION DATED SEPTEMBER 22, 1999.

BENCHMARKS:

FLOODPLAIN R.M. NO. 010095

METAL ROD STAMPED HGCSO 54 1986, LOCATED FROM FM 518 AND FM 528; TRAVEL SOUTHWEST ON FM 528, 1.1 MILES TO CLEAR CREEK DRAINAGE DISTRICT OFFICE AT 1301 PARKWOOD (FM 528); MONUMENT IS IN THE GRASS AT THE NORTHWEST CORNER OF THE PARKING LOT, KEY MAP 658M IN THE CLEAR CREEK WATERSHED. ELEVATION = 29.43 FEET (NAVD 1988, 2001 ADJUSTED)

TRM A

BOX CUT ON SAFETY END TREATMENT APPROXIMATELY 220' NORTHEAST OF THE SOUTHWEST CORNER OF THE SUBJECT TRACT. ELEVATION = 23.37 FEET

A6 PROJECT INFORMATION
NOT TO SCALE

SITE PLAN

H.E.B. CORP. #558
FRIENDSWOOD
701 W. PARKWOOD
FRIENDSWOOD, TX 77546

C-5.0

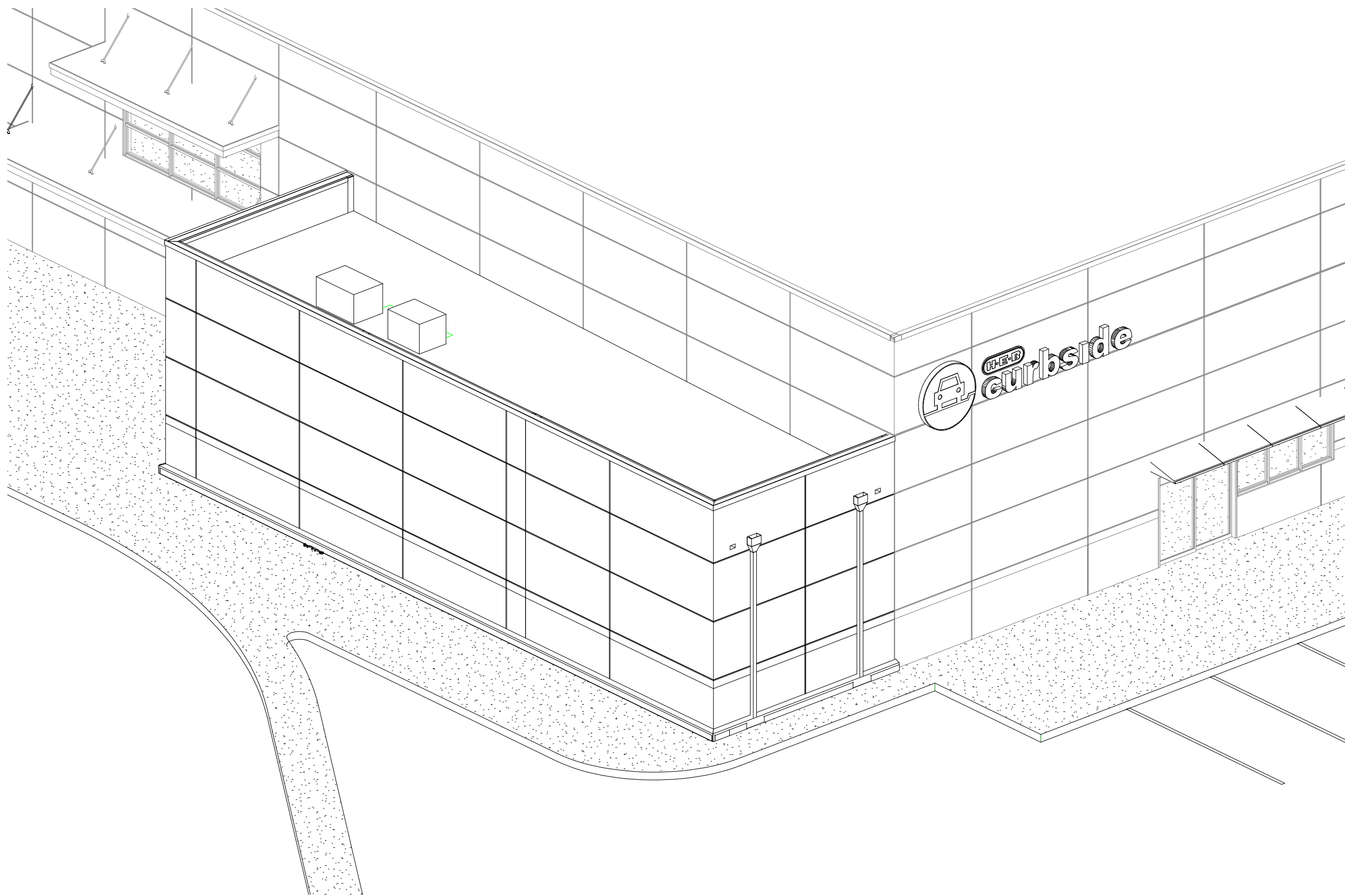
SCALE: AS NOTED

PROJ. NO: 1070-1906

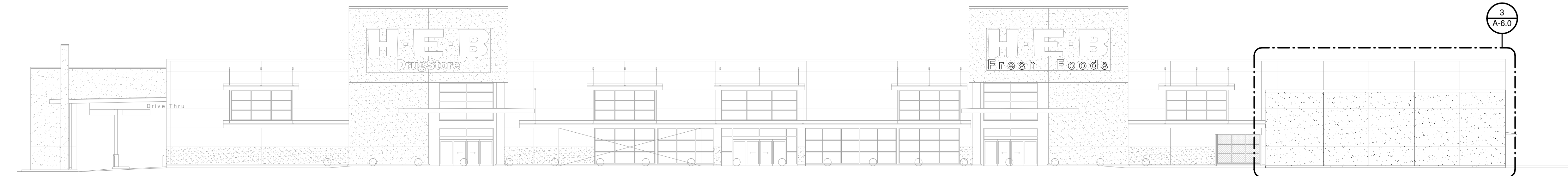
DATE: 06/14/19

TERRA
ASSOCIATES, INC.
CONSULTING ENGINEERS
LANDSCAPE ARCHITECTS
1445 N. LOOP WEST - SUITE 450
HOUSTON, TEXAS 77030
TERRA Registration No. F-003632

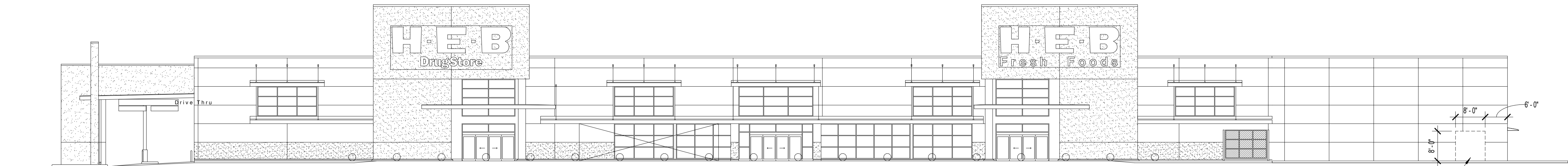




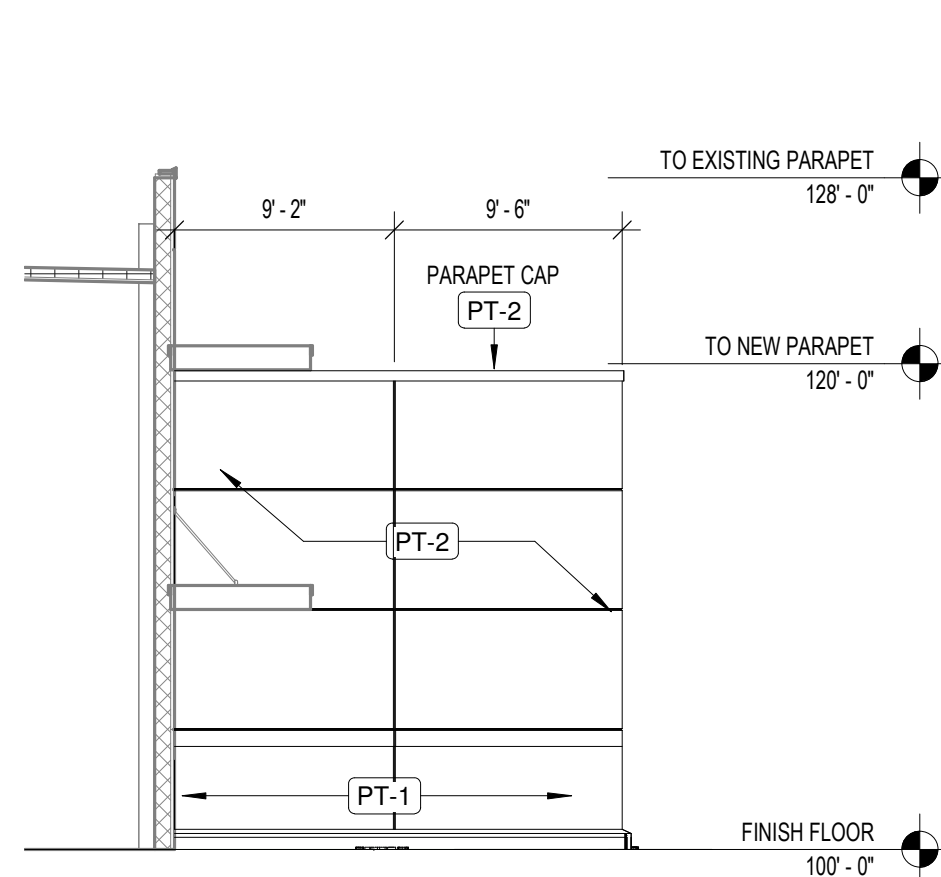
4 CURBSIDE PERSPECTIVE



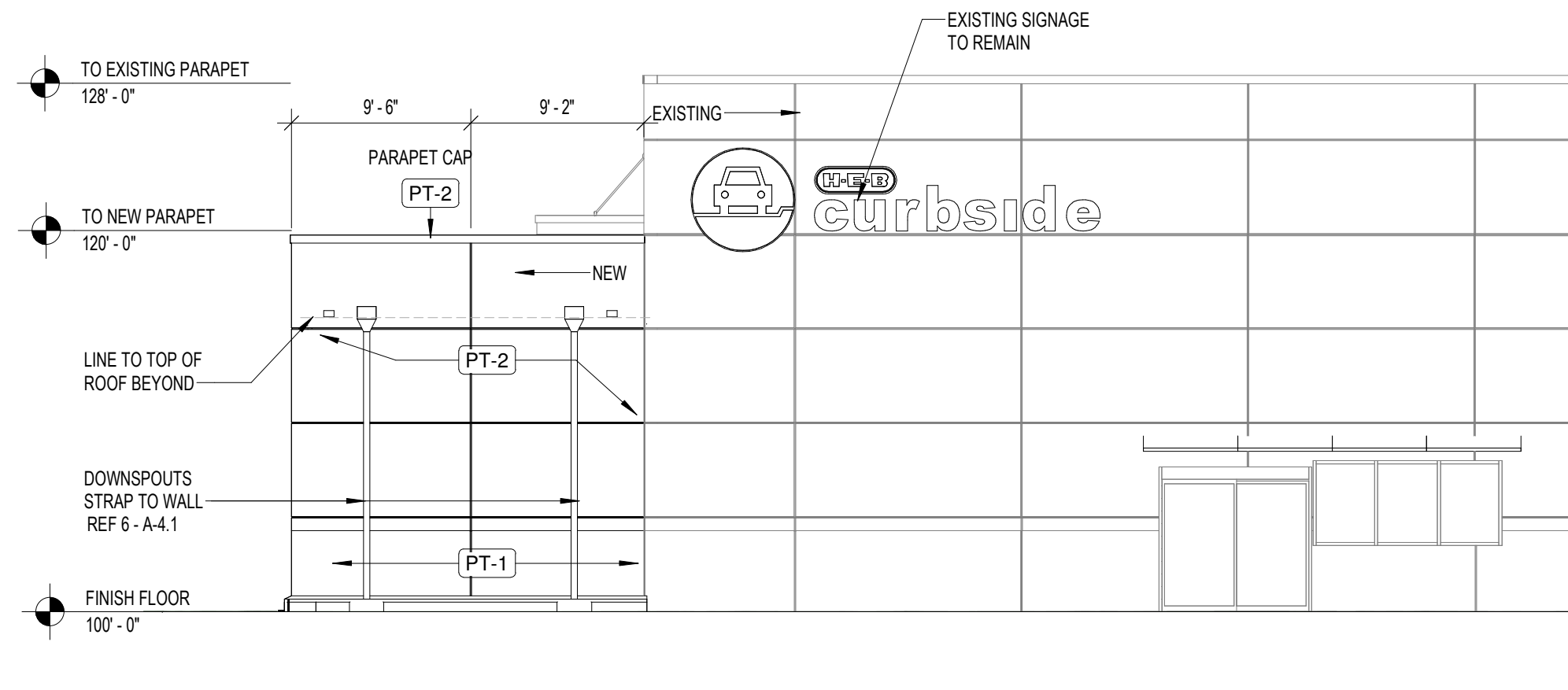
2 FRONT ELEVATION NEW



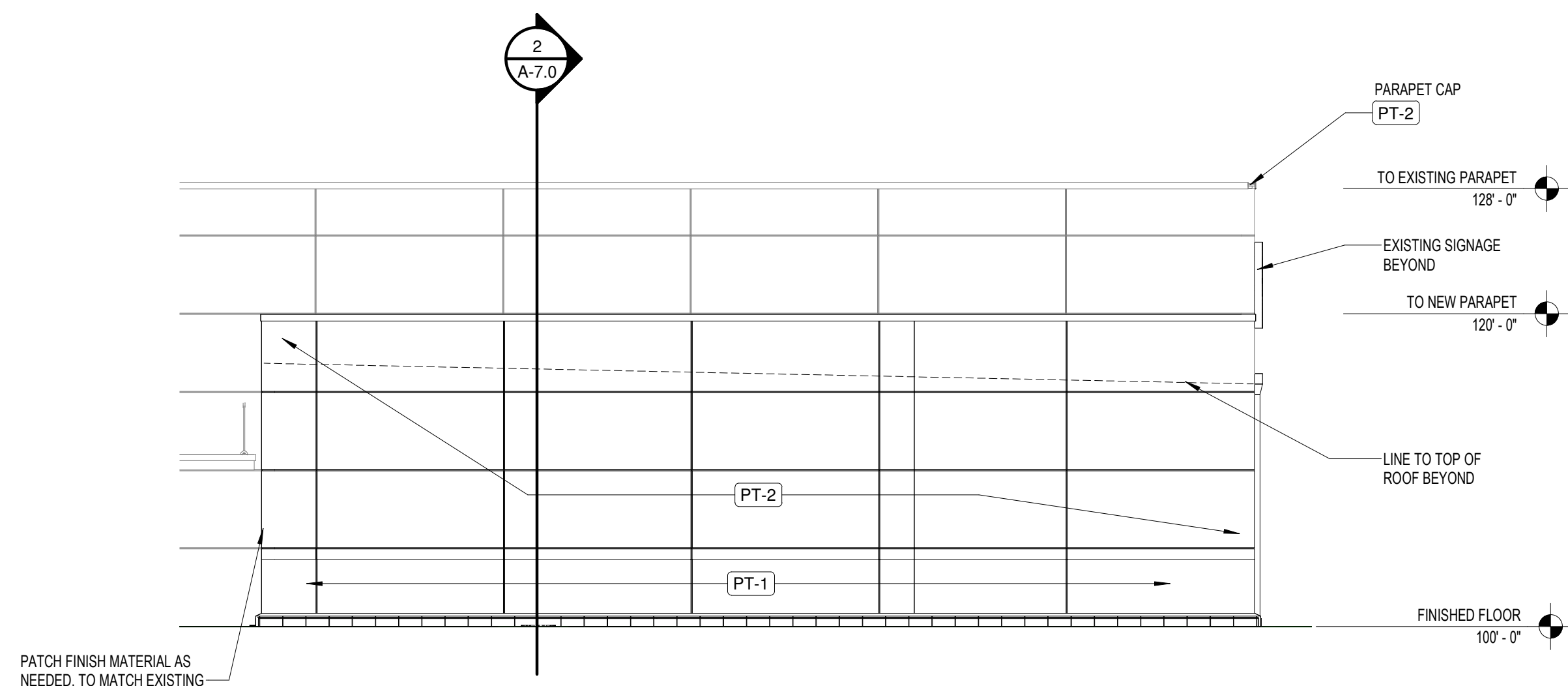
1 FRONT ELEVATION DEMO



6 SIDE ELEVATION



5 ENTRY ELEVATION



3 ENLARGED FRONT ELEVATION

EXTERIOR FINISH LEGEND	
PT-1	GLIDDEN PRO A0296 OHARA
PT-2	BEHR SPECIFIC PAINT-BLUE DL - 1 02 336 EL - 1 02 336 KXL - 6 02 0
PT-3	CLASSIC COLOR WHITE - BENJAMIN MOORE
PT-X	MATCH EXISTING
GLAZING LEGEND - REF SPEC SECTION 088000	
G9 - IMPACT RATED INSULATED GLASS WITH LAMINATED GLAZING	
U-VALUE:	28
SHGC:	27

PLEASE BE ADVISED, THIS DOCUMENT MAY CONTAIN SENSITIVE AND/OR PROPRIETARY INFORMATION AND THEREFORE MUST BE TREATED AS A CONFIDENTIAL DOCUMENT. ACCEPTANCE OF THIS DOCUMENT CONSTITUTES AN AGREEMENT THAT THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN SHALL NOT BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER, RELEASED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF H.E.B. GROCERY, AND DISTRIBUTION TO NON-H.E.B. ENTITIES OR PERSONS MUST BE SUBJECT TO A WRITTEN CONFIDENTIALITY AGREEMENT.

Revision	Description	Date
PLAN MOD 17	CURBSIDE EXP.	07/10/19

7/10/19

pb2 architecture + engineering

Rogers, Arkansas
2809 Alex Avenue Suite 100
Phone: 479.636.3545
Fax: 479.636.1207

EXTERIOR ELEVATION

H.E.B. CORP. #558
701 W PARKWOOD AVE
FRIENDSWOOD, TX

SCALE: AS INDICATED
CONSUL. PROJ. NO.: 2019.0279
DATE: 06.14.2019
SHEET NO. A-6.0

Memo

To: Planning and Zoning Commission
From: Becky Summers, Development Coordinator
Date: September 4, 2019
Re: Valvoline Instant Oil Change

Project Description: Valvoline is proposing a new location at 1701 S. Friendswood Drive, located behind Jack-in-the-Box.

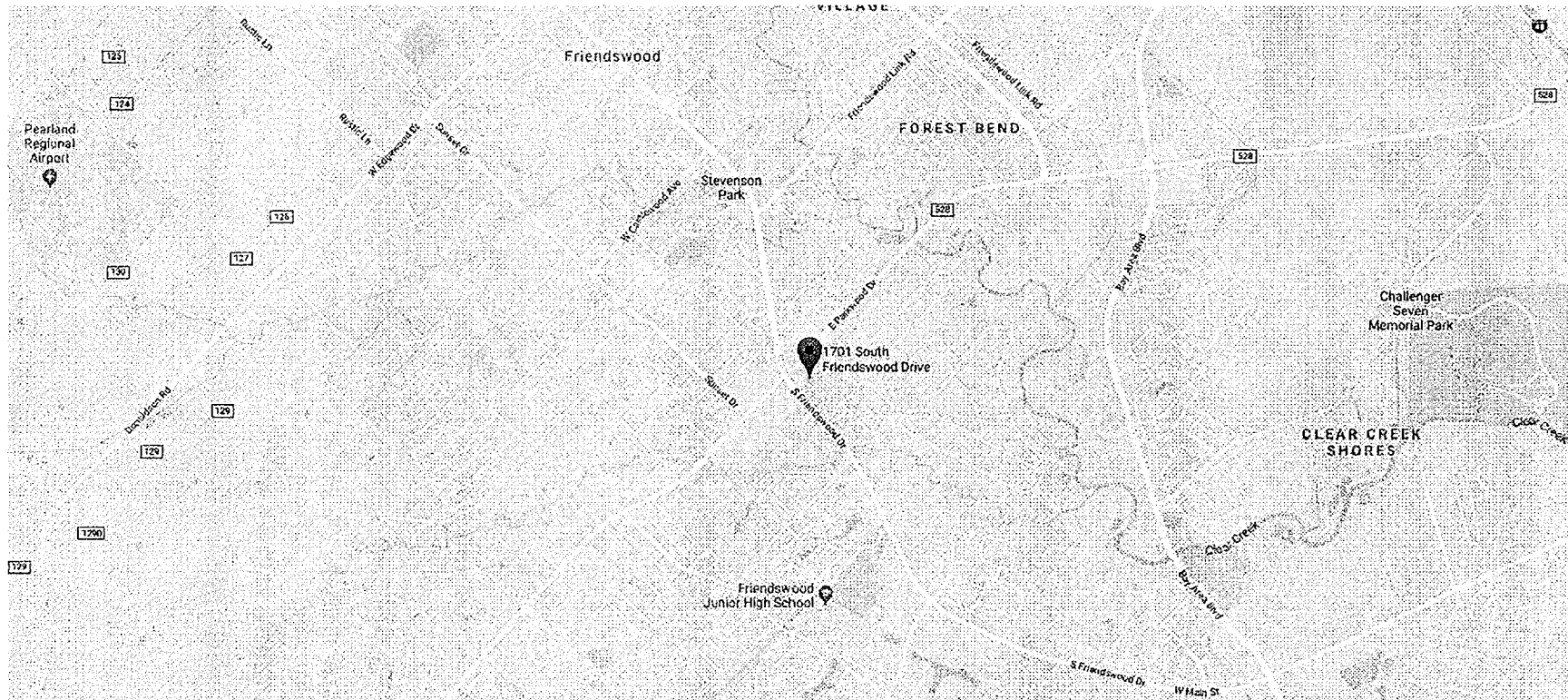
The plan has been reviewed by staff in the following departments: Planning, Public Works, Engineering, Fire Marshal, and Police Department. The proposed project appears to be in compliance with current City codes with the following condition:

- 1) Finalize amended access easement with Virgata Commons

The plan is subject to approval by the Planning and Zoning Commission.



1701 S FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546



TEXAS TDLR # ---

ABBREVIATIONS

AL. A.F.F.	ALUMINUM ABOVE FINISHED FLOOR	EA. ELEC.	EACH ELECTRICAL	G.C. GWB.	GENERAL CONTRACTOR GYPSUM WALL BOARD	OA. OD.	OVERALL OUTSIDE DIAMETER	SPK. SQ.	SPEAKER SQUARE
BD. BLDG	BOARD BUILDING	EMR. EQUIP.	EMERGENCY EQUIPMENT	HC. HC.	HOLLOW CORE HOLLOW METAL	OPNG. OPP.	OPENING OPPOSITE	SST. STL.	STAINLESS STEEL
BLKG BRG	BLOCKING BEARING	EQ. EXH.	EQUAL EXHAUST	HM. HORIZ.	HOLLOW METAL HORIZONTAL	ON CTR.	ON CENTER	STOR. SUPP.	STORAGE SUPPLIER
CAB. C.C.	CABINET CONCRETE MASONRY UNIT	EXH. EXIST.	EXISTING EXPANSION	ID. INST.	INSIDE DIAMETER INSTALLER	P.L. PLAM.	PLASTIC LAMINATE PLASTIC LAMINATE	TEL. TEN.	TELEPHONE TENANT \ OWNER \ FRANCHISEE
COL. CON.	COLUMN CONCRETE	E.I. E.L.	EXPANSION EXPANSION JOINT	INT.	INTERIOR	P.T. P.WD.	PAINT PLYWOOD	TYP.	TYPICAL
CONC. CONST.	CONCRETE CONSTRUCTION	FA. FD.	FIRE ALARM FLOOR DRAIN	JT.	JOINT	QT.	QUARRY TILE	T.C.C. T.E.C.	TENANTS CABINET CONTRACTOR TENANTS ELECTRICAL CONTRACTOR
CONT. OPT.	CONTINUOUS OR CONTINUE CARPET(ED)	FN. FLR.	FIRE EXTINGUISHER FLOORING(S)	LAM. LAV.	LAMINATE LAVATORY	RA. RE.	RETURN AIR REFERENCE / REFER TO	T.G.C.	TENANTS GENERAL CONTRACTOR
CTR. CT.	COUNTER CERAMIC TILE	FOF. FOM.	FACE OF CONCRETE FACE OF FINISH	LL.	LANDLORD	RD. REFR.	ROOF DRAIN REFRIGERATOR	U.O.N.	UNLESS OTHERWISE NOTED
C.J. C.O.	CONTROL JOINT CASED OPENING	FOS. FRP.	FACE OF STUD FIBERGLASS REINFORCED PANEL	MATL. MAX.	MATERIAL MAXIMUM	REQMTS. REQ.	REINFORCE (D) (ING) REQUIREMENTS	VCT. VERT.	VINYL COMPOSITION TILE VERTICAL
DIA. DIM.	DIAMETER DIMENSION	FTG. FT.	FOOTING FOOT OR FEET	MDF. MECH.	MEDIUM DENSITY FIBER BOARD MECHANICAL	RES. RO.	REQUIRED ROUGH OPENING	V.I.F.	VINYL TILE VERIFY IN FIELD
DISP. DIV.	DISPENSER DIVISION	FURR. F.R.	FURRED (ING) FIRE RESISTANT	MIN. MIR.	MINIMUM MIRROR	SCH. SC.	SCHEDULE SOLID CORE	WC. WD.	WATER CLOSET WOOD
DR. DSL.	DOWNPOUT DETAIL	GALV. GA.	GALVANIZED GAUGE	MISC. MO.	MISCELLANEOUS MASONRY OPENING	SEC. SHTG.	SECTION SHEATHING	WWF W/O	WELDED WIRE FABRIC WITHOUT
DWG. DWR.	DRAWING DRAWER	GL. GYP.	GRADE OR GRADING GLASS GYPSUM	N.I.C. NOM.	NOT IN CONTRACT NOMINAL	SH. SIM.	SHELF SIMILAR		

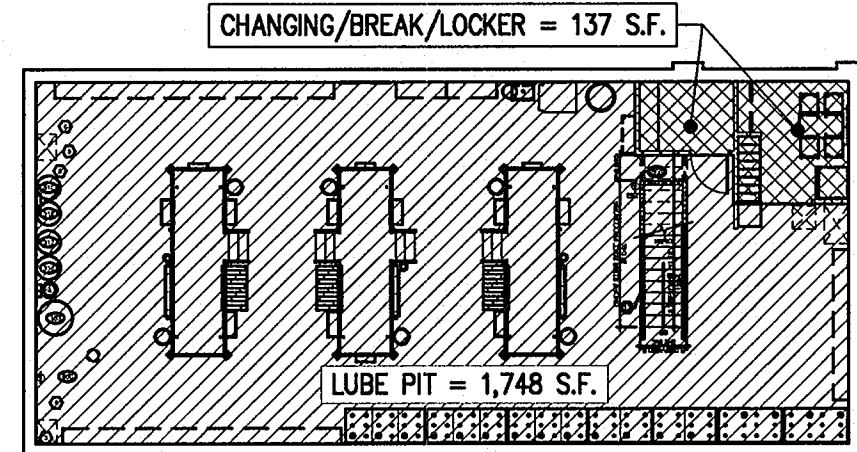
DRAWING SYMBOL KEY

DOOR NUMBER (SEE DOOR SCHEDULE)	FIXTURE/EQUIPMENT TAG (SEE FIXTURE AND EQUIPMENT SCHEDULE)	(ITEM DENOTED) (ELEVATION OF ITEM)	ELEVATION MARK	SHEET #	DETAIL #	BUILDING SECTION TAGS
WINDOW TAG (SEE WINDOW SCHEDULE)	SHEET NOTE	DETAIL #	DETAIL TAG	SHEET #	ELEVATION #	ELEVATION #
FINISH TAG (SEE FINISH SCHEDULE)	REVISION TAG (SEE PROJECT TRACKING)	SHEET #	WALL SECTION TAG	SHEET #	DETAIL #	INTERIOR ELEVATION TAGS
	REVISION CLOUD (DENOTES AREA OR ITEM ON DRAWING AFFECTED BY REVISION)					

DRAWING INDEX

CS-1	COVER SHEET
C0.0	CIVIL
C0.1	COVER SHEET
C0.2	SURVEY (ASSOCIATED PLAN)
C0.3	CITY OF FRIENDSWOOD GENERAL NOTES 1
C0.4	CITY OF FRIENDSWOOD GENERAL NOTES 2
C0.5	PROJECT NOTES
C1.0	EROSION CONTROL PLAN
C2.0	DEMOLITION PLAN
C3.0	SITE PLAN
C3.1	PAVING PLAN
C4.0	GRADING & DRAINAGE PLAN
C5.0	UTILITY PLAN
C6.0	TREE SURVEY
C6.1	LANDSCAPE PLAN
C6.2	LANDSCAPE DETAILS
C6.3	IRRIGATION PLAN
C6.4	IRRIGATION DETAILS
C10.0	EROSION AND GRADING DETAILS
C10.1	SITE DETAILS
C10.2	DETAILS BY OTHERS
C11.0	CITY OF FRIENDSWOOD - 2017 BARRICADES AND MISCELLANEOUS STANDARD DETAILS
C11.1	CITY OF FRIENDSWOOD - 2017 FENCES AND GATES STANDARD DETAILS
C11.2	CITY OF FRIENDSWOOD - 2017 METER AND VAULTS STANDARD DETAILS
C11.3	CITY OF FRIENDSWOOD - 2017 PAVING STANDARD DETAILS
C11.4	CITY OF FRIENDSWOOD - 2017 PERMANENT PAVEMENT MARKING STANDARD DETAILS
C11.5	CITY OF FRIENDSWOOD - 2017 SANITARY SEWER STANDARD DETAILS #1
C11.6	CITY OF FRIENDSWOOD - 2017 SANITARY SEWER STANDARD DETAILS #2
C11.7	CITY OF FRIENDSWOOD - 2017 STORM WATER POLLUTION PREVENTION PLAN
C11.8	CITY OF FRIENDSWOOD - 2017 STORM WATER POLLUTION PREVENTION PLAN
C11.9	CITY OF FRIENDSWOOD - 2017 STORM WATER STANDARD DETAILS #1
C11.10	CITY OF FRIENDSWOOD - 2017 STORM WATER STANDARD DETAILS #2
C11.11	CITY OF FRIENDSWOOD - 2017 WATER DISTRIBUTION STANDARD DETAILS
A1-1	ARCHITECTURAL
A1-2	LOWER FLOOR PLAN
A2-1	UPPER FLOOR PLAN
A3-1	EXTERIOR ELEVATIONS
A3-2	EXTERIOR ELEVATIONS
A3-3	TOWER DETAILS
A3-4	ROOF PLAN / TOWER SECTIONS & DETAILS
A4-1	BUILDING SECTIONS
A4-2	WALL SECTIONS AND DETAILS
A4-3	WALL SECTIONS
A4-4	DOOR - SF SCHEDULES AND DETAILS
A4-5	DOOR - SF DETAILS
A4-6	DETAILS AND INTERIOR ELEVATIONS
A4-7	INTERIOR ELEVATIONS
A4-8	REFLECTED CEILING PLANS
A4-9	PIT OPENING DETAILS
A4-10	DUMPSTER ENCLOSURE
A4-11	LIFE SAFETY PLANS
A4-12	PLACARD PLACEMENT INFO
S1-1	STRUCTURAL
S1-2	FOUNDATION PLAN
S1-3	FOUNDATION DETAILS
S1-4	FLOOR FRAMING PLAN
S1-5	FLOOR PENETRATION PLAN
S1-6	FLOOR FRAMING DETAILS
S1-7	ALTERNATE FLOOR FRAMING DETAILS
S1-8	ROOF FRAMING PLAN
S1-9	ROOF FRAMING DETAILS
M-1	MECHANICAL
M-2	MECHANICAL PLAN
M-3	MECHANICAL DETAILS
P-1	PLUMBING
P-2	SANITARY PLAN
P-3	WATER PLAN
P-4	PLUMBING DETAILS
P-5	PROCESS PIPING PLAN
E-1	ELECTRICAL
E-2	POWER PLAN
E-3	LIGHTING PLAN
E-4	LOW VOLTAGE PLANS
E-5	LOW VOLTAGE PLANS
E-6	PANEL SCHEDULES
E-7	ELECTRICAL SITE PLAN

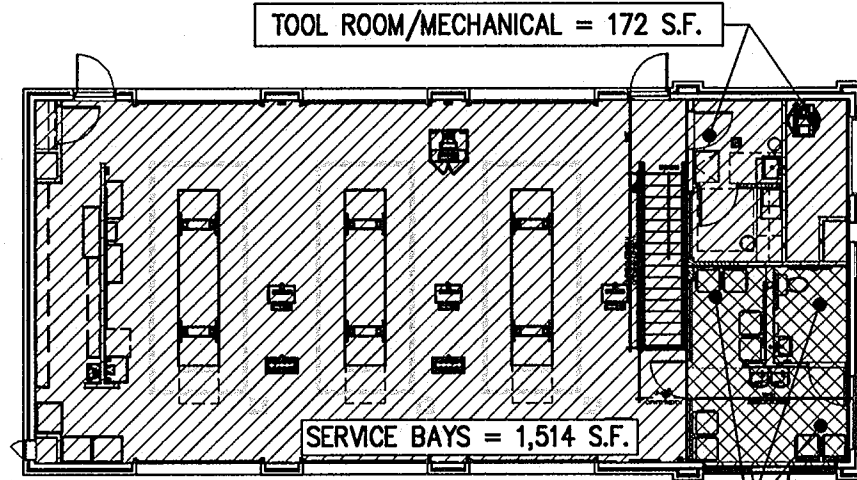
AREA SUMMARY



LOWER LEVEL AREA DIAGRAM

LOWER LEVEL: 1,885 S.F. GROSS* (INSIDE FACE OF EXTERIOR WALLS)
LOWER LEVEL: 1,225 S.F. NET (OCCUPABLE SPACE MINUS EQUIPMENT)
*GROSS AREA = FIRE AREA

NOTE: PER 2012 IBC SECTION 903.2.9 GROUP S-1, AN AUTOMATIC SPRINKLER SYSTEM IS NOT REQUIRED BASED ON THIS BUILDING NOT MEETING ANY OF THESE CONDITIONAL REQUIREMENTS (1 THRU 5). ALSO, PER SECTION 903.2.1 REPAIR GARAGES, A SYSTEM IS NOT REQUIRED BASED ON ANY OF THESE CONDITIONS.



UPPER LEVEL AREA DIAGRAM

UPPER LEVEL: 1,891 S.F. GROSS (INSIDE FACE OF EXTERIOR WALLS)
UPPER LEVEL: 1,472 S.F. NET (OCCUPABLE SPACE MINUS EQUIPMENT)
*GROSS AREA = FIRE AREA

STORAGE/MECHANICAL = 300 S.F. GROSS/OCCUPANT

BUSINESS AREAS = 100 S.F. GROSS/OCCUPANT

SPECIAL PHOTOGRAPHIC REQ.

THE FOLLOWING IS A LIST OF PHOTOGRAPHS THAT SHALL BE TAKEN BY THE GENERAL CONTRACTOR DURING THE COURSE OF CONSTRUCTION. THESE PHOTOS SHALL BE TAKEN AT APPROPRIATE INTERVALS AND SHALL BE DELIVERED TO VCC CONSTRUCTION REPRESENTATIVES ON A WEEKLY BASIS AND SHALL BE TRANSMITTED ELECTRONICALLY VIA E-MAIL. THE PURPOSE OF THESE PHOTOGRAPHS IS TO DOCUMENT CONSTRUCTION. DISTRIBUTION AND/OR REVIEW OF SUCH PHOTOS TO/ BY THE OWNER SHALL NOT IN ANY WAY BE MISCONSTRUED AS ACCEPTANCE OF COMPLETED WORK AND DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO COMPLY FULLY WITH THE REQUIREMENTS SET FORTH IN THE CONTRACT DOCUMENTS. FAILURE TO TAKE THESE PHOTOGRAPHS OR FOLLOW THESE PROCEDURES MAY RESULT IN REMOVAL OF IN-PLACE WORK, PHOTOGRAPHIC DOCUMENTATION, AND REPLACEMENT OF WORK AT THE SOLE EXPENSE OF THE GENERAL CONTRACTOR WITHOUT DETRIMENTALLY IMPACTING THE SCHEDULED DATE FOR COMPLETION.

GENERAL WEEKLY PHOTOS

- OVERALL SITE PHOTOS FROM SEVERAL CONSISTENT VANTAGE POINT
- PHOTOS IN EACH ROOM FROM OPPOSITE SIDES OF EACH ROOM
- DETAILED PHOTOS OF ISSUES TO BE RESOLVED
- DETAILED PHOTOS OF WORK ACCOMPLISHED IN THE PAST WEEK

SPECIFIC DETAIL PHOTOS

- SITE UTILITIES PRIOR TO BACKFILLING
- ALL DOUBLE CLEANOUTS INCLUDING AREA SHOTS TO INDICATED LOCATIONS
- ALL TRENCHES DURING THE BACKFILL PROCESS
- ALL ASPHALT BASE, BASE COURSE, AND TOP COURSE THICKNESS
- ALL PAVING, FOUNDATION, AND SLAB POURS JUST PRIOR TO CONCRETE PLACEMENT
- PAVING, FOUNDATION, AND SLAB STEEL PLACEMENT IN VARIOUS LOCATIONS AROUND THE BUILDING
- UNDER SLAB WATERPROOFING & VAPOR BARRIER INSTALLATIONS
- FOUNDATION WATERPROOFING FROM FOOTING TO TOP OF HOLLOW CORE PLANKS
- LIGHT POLE BASES PRIOR TO CONCRETE PLACEMENT INCLUDING STEEL AND BOLTS
- UNDERGROUND PLUMBING INSIDE THE BUILDING
- SUMP(S) IN PLACE PRIOR TO BACKFILL INCLUDING CONNECTIONS
- BACK FILL PROCESS FOR SUMP(S)
- GLASS INSTALLATION DETAILS AT ALL STAGES INCLUDING
 - FLASHING UNDER SILL RECEPTOR
 - SILL RECEPTOR IN PLACE
 - END DAMS SEALED ON SILL RECEPTOR
 - LAPS (IF REQUIRED) IN SILL RECEPTOR
 - SHIMS UNDER SILL
 - PROPER JAMB AND HEAD GAPS
- ALL WALLS PRIOR TO SHEETROCK INSTALLATION SHOWING ALL BLOCKING, PLUMBING, STRUCTURAL CONNECTS AT BOTTOM AND TOP PLATES, WALL ANCHORS, ELECTRICAL CONDUIT, AND INSULATION AT A MINIMUM.
- RESTROOM PRIOR TO FINISHES TO SHOW WALLBOARD AND TILE BACKER.
- PAINT BUCKETS INDICATING MANUFACTURER AND PAINT TYPE SHOWN ON JOB SITE.

PROJECT DATA

CODE: 2012 IBC - INTERNATIONAL BUILDING CODE
2012 IMC - INTERNATIONAL MECHANICAL CODE
2012 IPC - INTERNATIONAL PLUMBING CODE
2012 NEC - INTERNATIONAL ELECTRICAL CODE
2012 IECC - INTERNATIONAL ENERGY CONSERVATION CODE/
ASHRAE 90.1-2013
2012 IFC - INTERNATIONAL FIRE CODE
2012 ICC ANS A117.1
2012 TEXAS ACCESSIBILITY STANDARDS

OCCUPANCY CLASSIFICATION: S-1 STORAGE
CONSTRUCTION TYPE: V-8
BUILDING ALLOWABLE AREA: 9,000 S.F. AND 1 STORY MAX
TOTAL GROSS BUILDING AREA: 3,776 S.F.
ACTUAL BUILDING AREA: 4,154 S.F. - 1 STORY (EXTERIOR F.O. BUILDING)

STORIES / HEIGHT: ONE STORY WITH BASEMENT (LUBE PIT)
±22'-7" TO RIDGE ± 28'-11" TO TOP OF TOWER
FLOOR LOADING: 100 PSF + H15-44 ASHTO TRUCK LOADING OF 6,000 LBS.
FRONT AXLE & 24,000 LBS REAR AXLE 14'-0" APART

OCCUPANT LOAD LOWER LEVEL:

LUBE PIT (STORAGE/MECHANICAL): 1,748 S.F. / 300 (GROSS) = 6
CHANGING/BREAK/LOCKER (BUSINESS): 137 S.F. / 100 (GROSS) = 2
* LOWER LEVEL TOTAL OCCUPANT LOAD: 1,885 S.F. (GROSS) = 8 occ.

OCCUPANT LOAD UPPER LEVEL:

SERVICE BAYS (STORAGE/MECHANICAL): 1,514 S.F.
+TOOL RM./MECH. (STORAGE/MECHANICAL): 172 S.F.
1,686 S.F. / 300 (GROSS) = 6
OFFICE/TOILET/WAITING (BUSINESS): 205 S.F. / 100 (GROSS) = 3
* UPPER LEVEL TOTAL OCCUPANT LOAD: 1,891 S.F. (GROSS) = 9 occ.

* BUILDING TOTAL OCCUPANT LOAD: 3,776 S.F. (GROSS) = 17 occ.

PROJECT DIRECTORY

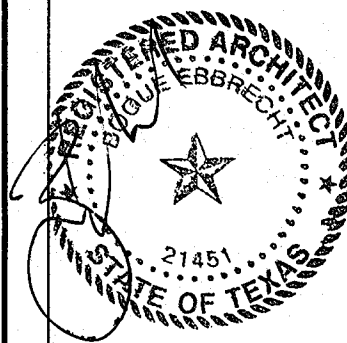
OWNER'S REP. Valvoline Instant Oil Change Richard Gallegos 100 Valvoline Way Lexington, KY 40509 Bus: (972) 202-6674	ARCHITECT Harrison French & Assoc. Jami Cook 1705 S Walton Blvd. Suite 3 Bentonville, AR 72712 Bus: (479) 273-7780 ext. 296	CIVIL ENGINEER Harrison French & Assoc. Kelsey Kreher 1705 S Walton Blvd. Suite 3 Bentonville, AR 72712 Bus: (479) 273-7780 ext. 335
OWNER'S P.M. Valvoline Instant Oil Change Vito Spillone 100 Valvoline Way Lexington, KY 40509 Bus: (469) 585-2816	STRUCTURAL ENGINEER Harrison French & Assoc. Lungshen (Tiger) Tsao 1705 S Walton Blvd. Suite 3 Bentonville, AR 72712 Bus: (479) 273-7780 ext. 294	MEP ENGINEERS Harrison French & Assoc. Jaime Castaneda 1705 S Walton Blvd. Suite 3 Bentonville, AR 72712 Bus: (479) 273-7780 ext. 294
LANDSCAPE ARCHITECT Harrison French & Assoc. Sarah Bryant 1705 S Walton Blvd. Suite 3 Bentonville, AR 72712 Bus: (479) 273-7780 ext. 234	LUBE EQUIP. SUPPLIER Alamito 7845 Little Ave. Charlotte, NC 28226 Bus: (800) 233-0400 Fax: (704) 542-4650	

HFA
Creative Solutions
Meaningful Places
HARRISON FRENCH
& ASSOCIATES, LTD
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ac.com

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08.08.19	06.04.19
PERMIT SET	OWNER REVIEW
No.	No.

VALVOLINE INSTANT OIL CHANGE
1701 S FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546



AUG 08 2019

Project No.	06-19-20008
Scale	AS NOTED
Drawn	HFA
Checked	PCL
Date	08.08.19
Drawing Title	

COVER SHEET

Drawing No. **CS-1**

STONE-BRICK OPTION | BRICK-BRICK OPTION | STONE-EIFS OPTION | BRICK-EIFS OPTION

EXTERIOR FINISHES

EXTERIOR INSULATED FINISH SYSTEM :	DRYVIT (SANDEBBLE FINE) COLOR: EIFS 1 = PAINT/COLOR MATCH SW-7042 "SHOJI WHITE"
STONE WAINSCOT: (GRADE TO PRECAST SILL)	LIMESTONE - TEXAS QUARRIES CORDOVA CREAM, SMOOTH, 12x24, STACK BOND
BRICK FIELD (ABOVE WAINSCOT):	GENERAL SHALE - MODULAR "COPPERSTONE"
BRICK SOLDIER COURSE:	GENERAL SHALE - MODULAR "COPPERSTONE"
MORTAR:	SPECTRUM HILL COUNTRY BUFF S
MASONRY SEALER:	ALL BRICK/STONE SURFACES SHALL BE TREATED W/SEALER REFER TO SPECIFICATIONS.
STANDING SEAM AWNING:	FIRESTONE UHA-CLAD KYNAR 500 / HYLAR METAL 5000 FLUOROCARBON STEEL CHAMPAQUE METALLIC
ROOF SHINGLES:	OWENS CORNING DURATION SERIES "DRIFTWOOD"
GUTTER, DOWNSPOUTS, FASCIA & EXPOSED TRIM:	BERRIDGE - SIERRATAN
STOREFRONT SYSTEM:	2x4 1/2" KANNEER TRIFAB VO 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM W/1" INSULATED GLAZING.
DUMPSTER WALLS:	MATCH BUILDING
H.M. DOORS & FRAMES:	FIELD PAINT W/SHERWIN-WILLIAMS B66-310 PRO-CYRL PRIMER FOLLOWED BY (2) FINISH COATS OF B66-300 SHER-CYRL HPA. COLOR SHALL BE SW-7067 "CITYSCAPE". PROVIDE MOCK-UP AND VERIFY COLOR W/OWNER.
BOLLARDS/GUARD POSTS:	FIELD PAINT W/SHERWIN-WILLIAMS B66-310 PRO-CYRL PRIMER FOLLOWED BY (2) FINISH COATS OF B66-300 SHER-CYRL HPA. COLOR SHALL BE "VALVOLINE RED"
DUMPSTER ENCLOSURE GATE AND POSTS:	FIELD PAINT W/SHERWIN-WILLIAMS B66-310 PRO-CYRL PRIMER FOLLOWED BY (2) FINISH COATS OF SHERWIN WILLIAMS SW-7067 "CITYSCAPE" . SEMI-GLOSS DTM ACRYLIC B66-200.
PARKING LOT STRIPING:	SHERWIN-WILLIAMS #TM226 SEITFAST TM PAINT. COLOR SHALL BE "WHITE".
HANDICAP STALL STRIPING:	SHERWIN-WILLIAMS #TM2133 SEITFAST TM PAINT. COLOR SHALL BE "ADA BLUE".



EXTERIOR FINISHES	
EXTERIOR INSULATED FINISH SYSTEM:	DRYVIT (SANDEBBLE FINE) COLOR: E.I.F.S. 1 = PAINT/COLOR MATCH SW-7042 "SHOJ WHITE"
STONE WAINSCOT: (GRADE TO PRECAST SILL)	LIMESTONE - MATERIALS MARKETING: RIVERIA BEIGE, SMOOTH 12"x24" STACKED BOND. 3.5" THICK
FACE BRICK (ABOVE WAINSCOT):	GENERAL SHALE - MODULAR "COPPERSTONE"
BRICK SOLDIER COURSE:	GENERAL SHALE - MODULAR "COPPERSTONE"
PRECAST SILL:	CUSTOM CAST STONE - "LIGHT BUFF" (REFER TO SILL PROFILE)
MORTAR:	SPECTRUM HILL COUNTRY BUFF
MASONRY SEALER:	ALL MASONRY SURFACES SHALL BE TREATED W/SEALER REFER TO SPECIFICATIONS.
STANDING SEAM AWNING:	FIRESTONE UNA-CLAD KYNAR 500 / HYLAR METAL 5000 FLUOROCARBON STEEL "CHAMPAGNE METALLIC" UNDERSIDE & FRAME TO BE PAINTED SW 6152 "SUPERIOR BRONZE"
ROOF SHINGLES:	OWENS CORNING DURATION SERIES "DRIFTWOOD"
MISC. ROOF VENTS, FANS, ETC.	PAIN'T TO MATCH SW7046 "ANONYMOUS"
GUTTER, DOWNSPOUTS, FASCIA & EXPOSED TRIM:	BERRIDGE - "SIERRA TAN"
STOREFRONT SYSTEM:	2x4 1/2" KAMNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM W/1" INSULATED GLAZING.
H.M. DOORS & FRAMES:	FIELD PAINT W/SHERWIN-WILLIAMS 886-310 PRO-CRYL PRIMER FOLLOWED BY (2) FINISH COATS OF 866-300 SHER-CRYL HPA. COLOR SHALL BE SW-7515 "HOMESTEAD BROWN", PROVIDE MOCK-UP AND VERIFY COLOR W/OWNER.
PARKING LOT STRIPING:	SHERWIN-WILLIAMS #TM226 SETFAST TM PAINT. COLOR SHALL BE "WHITE".
HANDICAP STALL STRIPING:	SHERWIN-WILLIAMS #TM2133 SETFAST TM PAINT. COLOR SHALL BE "ADA BLUE".

SIGNAGE SCHEDULE				
NUMBER	DESCRIPTION	SIZE	ILLUMINATED	QUANTITY
(600)	LOGO SIGN	7'-8" X 5'-11" (45 S.F.)	INTERNALLY	0
	PROVIDED BY OWNER, INSTALLED BY SIGN CONTRACTOR			
(601)	LANE INDICATOR SIGN	10'-0" X 1'-4" (13.33 S.F.)	NO	3
	PROVIDED BY OWNER, INSTALLED BY SIGN CONTRACTOR			
(602)	OPEN SIGN	2'-7" X 1'-10" 4.7 S.F.)	INTERNALLY	2
	PROVIDED BY OWNER, INSTALLED BY G.C.			
(603)	MONUMENT SIGN	6'-8" X 6'-9" (44 S.F.)	INTERNALLY	0
	PER LOCAL AND DEVELOPMENTAL RESTRICTIONS			
(604)	LOGO SIGN	4'-11" X 6'-5" (31 S.F.)	INTERNALLY	3

ELEVATION NOTES

1. EIFS SHALL BE DRYWT, GLASS PB DRAINAGE SYSTEM WITH FLUID APPLIED WATER RESISTIVE BARRIER BEHIND INSULATION BOARD.
2. SIGNAGE SHOWN ON THESE ELEVATIONS IS FOR GENERAL REFERENCE PURPOSES ONLY. ALL SIGNAGE SHALL BE APPLIED FOR & PERMITTED UNDER A SEPARATE SIGNAGE SUBMITTAL.
3. G.C. SHALL PROVIDE BLOCKING IN STUD WALL BEHIND EACH SIGN AS REQUIRED BY SIGN VENDOR. FIELD VERIFY REQUIREMENTS W/ VENDOR & OWNER'S REPRESENTATIVE.
4. ALL FLASHING, RIDGE CAPS, DRIP EDGE ETC. SHALL MATCH GUTTER & DOWNSPOUT MANUFACTURER'S STANDARD DETAILS. PROVIDE VENTED RIDGE CAP WHERE SHOWN.
5. EXHAUST FAN, VTRS & SIMILAR ITEMS ON ROOF SHALL BE PAINTED TO MATCH ROOF.



Drawing No. **A-3a**

11/26/08-19-2008 VOC - Friendswood, TX/CAD Central/Architectural/ETX_3BRH A3 Exterior Elevations, 8/8/2019 10:05:56 AM, STEPHANIE KOHLBERG

EXTERIOR FINISHES

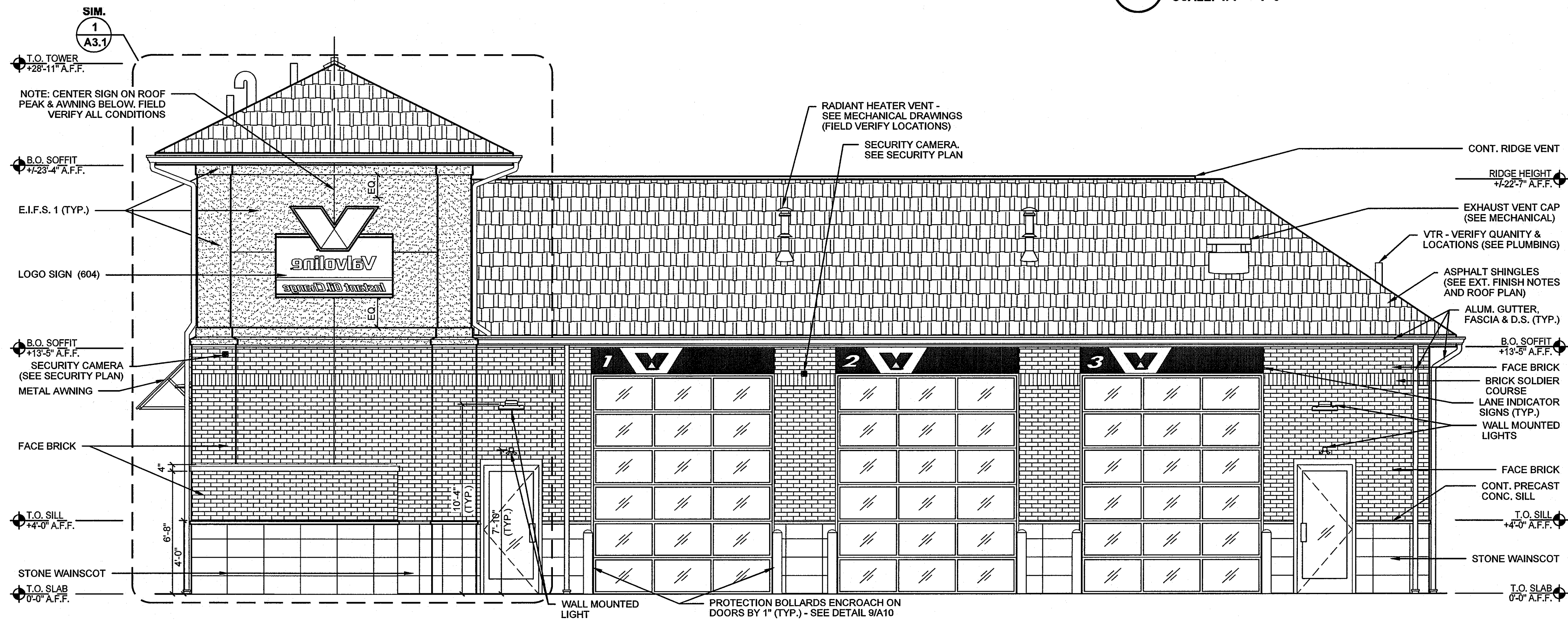
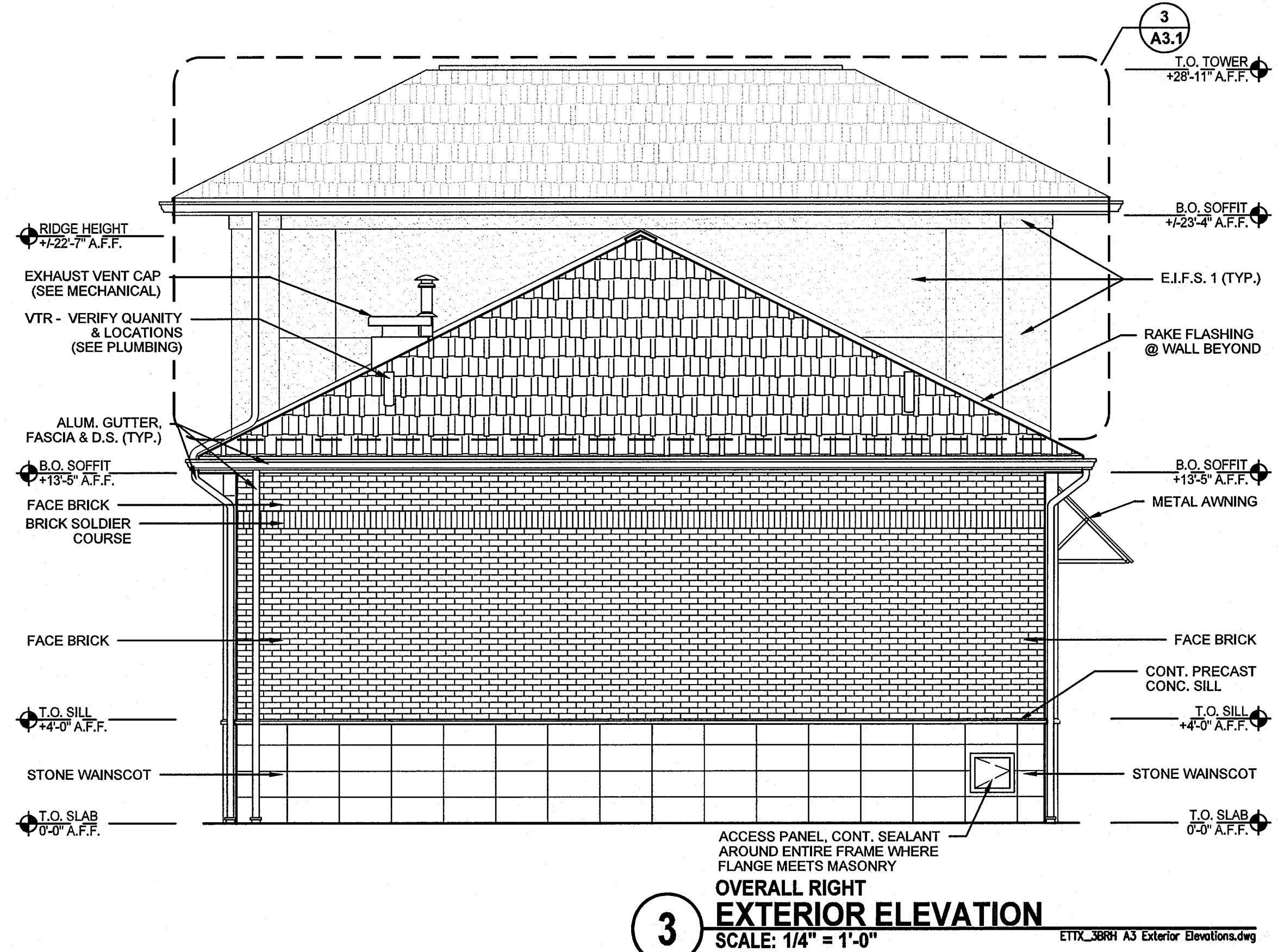
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STONE WAINSCOT: (GRADE TO PRECAST SILL)	LIMESTONE - MATERIALS MARKETING: RIVERA BEIGE, SMOOTH 12"x24" STACKED BOND. 3.5" THICK
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SIGNAGE SCHEDULE

NUMBER	DESCRIPTION	SIZE	ILLUMINATED	QUANTITY
(600)	LOGO SIGN	7'-8" X 5'-11" (45 S.F.)	INTERNALLY	0
(601)	LANE INDICATOR SIGN	10'-0" X 1'-4" (13.33 S.F.)	NO	3
(602)	OPEN SIGN	2'-7" X 1'-10" 4.7 S.F.)	INTERNALLY	2
(603)	MONUMENT SIGN	6'-6" X 6'-9" (44 S.F.)	INTERNALLY	0
(604)	LOGO SIGN	4'-11" X 6'-5" (31 S.F.)	INTERNALLY	3

ELEVATION NOTES

- EIFS SHALL BE DRYWIT, CLASS PB DRAINAGE SYSTEM WITH FLUID APPLIED WATER RESISTIVE BARRIER BEHIND INSULATION BOARD.
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- EXHAUST FAN, VTRS & SIMILAR ITEMS ON ROOF SHALL BE PAINTED TO MATCH ROOF.



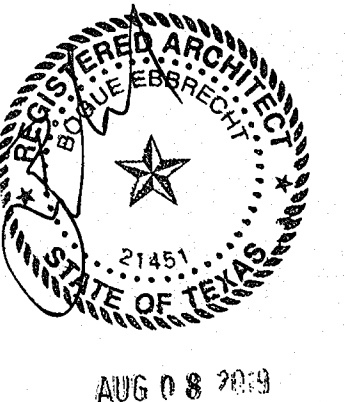
STONE-BRICK OPTION

HFA
Creative Solutions
Meaningful Places
HARRISON FRENCH & ASSOCIATES, LTD.
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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08/08/19	08/04/19
PERMIT SET	OWNER REVIEW
No.	Revisions/Date

VALVINE INSTANT OIL CHANGE
1701 S FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546



Project No.	06-19-20008
Scale	AS NOTED
Drawn	
Checked	PCL
Date	08.08.19

Drawing Title

EXTERIOR ELEVATIONS

Drawing No. **A-3b**

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT:
FRIENDSWOOD, TX 77448
DATE: 08/03/2019
CONTEMPORANEOUSLY WITH ITS ISSUE

AND IT IS NOT SUITABLE FOR USE ON A LATER DATE. THE USE OF THIS DRAWING FOR ANY PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. ANY REUSE OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE

TREE MITIGATION REQUIREMENTS ZONE CSC IN A COMMUNITY OVERLAY DISTRICT			
		REQUIRED	PROVIDED
MITIGATION TREES	FOR EACH TREE IDENTIFIED AS 12-INCHES OR GREATER MEASURED 4.5 FEET ABOVE NATURAL GROUND LEVEL, REPLACE WITH A MINIMUM 3-INCH CALIPER TREE.	1 MITIGATION TREE	1 MITIGATION TREE

06/05/2019	
06/26/2019	
REV-1	A
REV-2	A
09/09/2019	



VALVOLINE INSTANT OIL CHANGE
1701 FRIENDSWOOD DR.

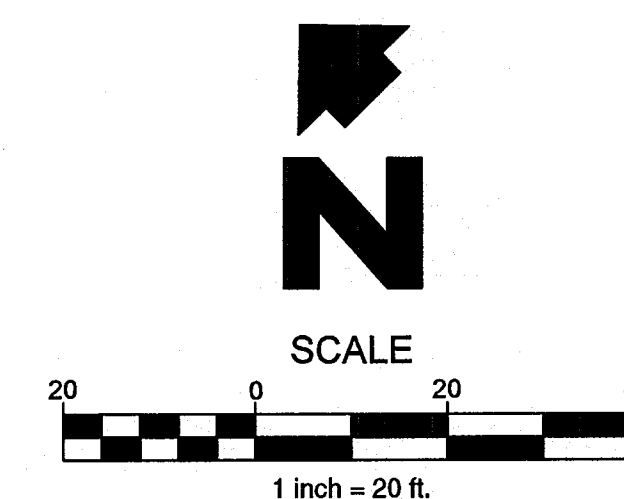
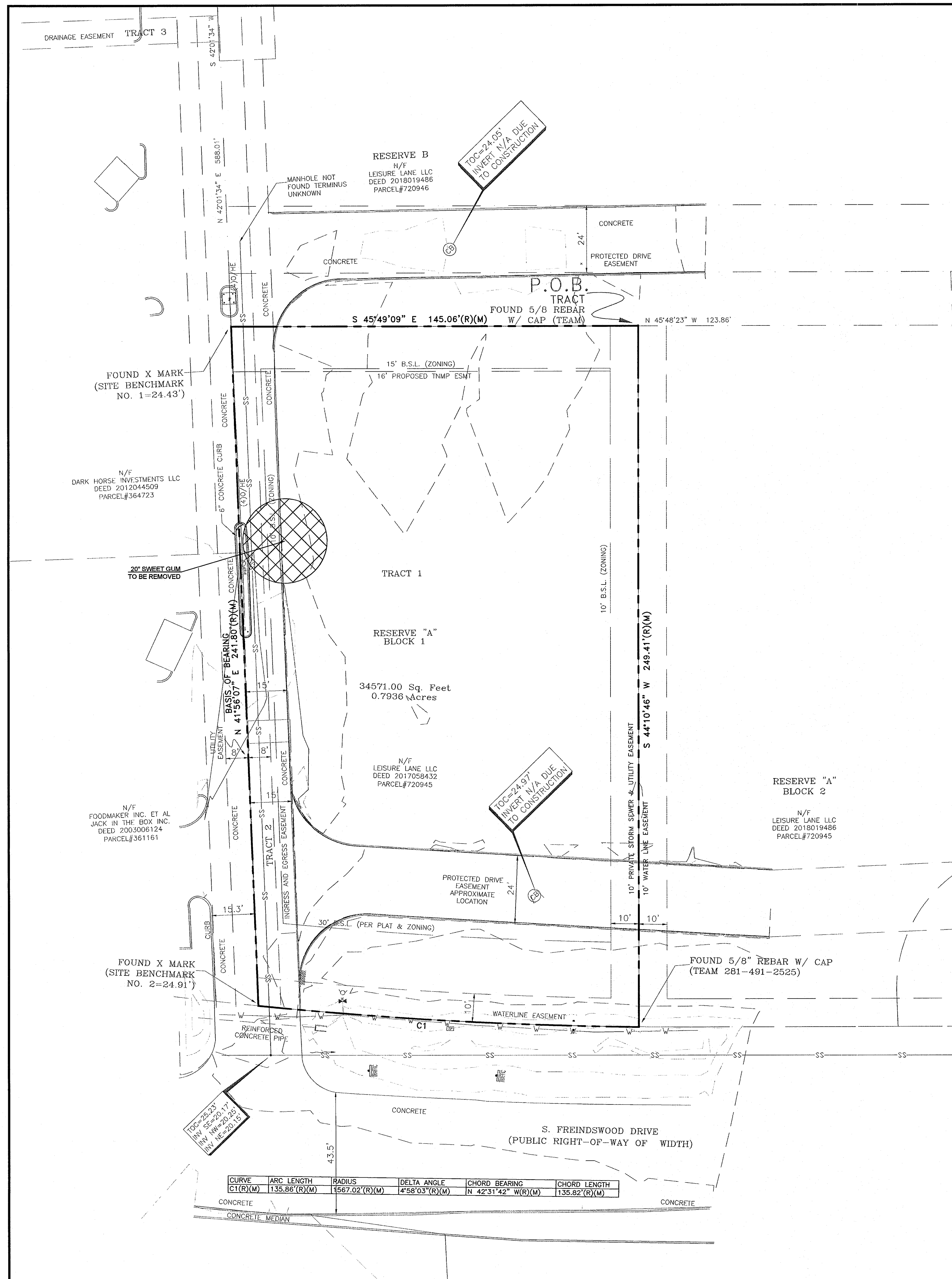


9/5/19

Project No.	06-19-2000
Scale	AS SHOWN
Drawn	WDV
Checked	SA
Date	08/09/1

TREE SURVEY

Drawing No. **C6.0**

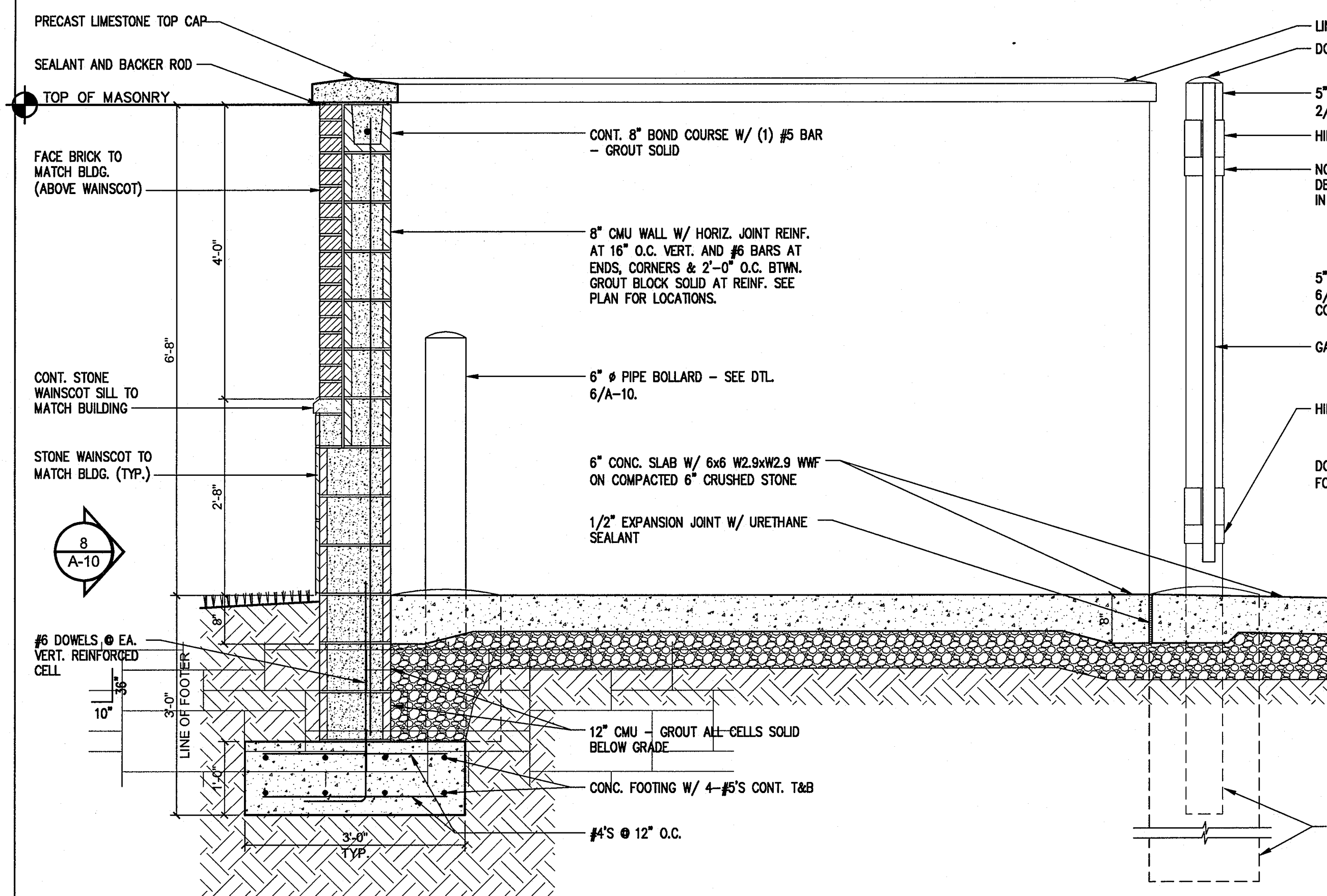
CITY ENDS
IN 40AS

RENE EBAUSA, CHM, CHM
DIRECTOR OF PUBLIC WORKS

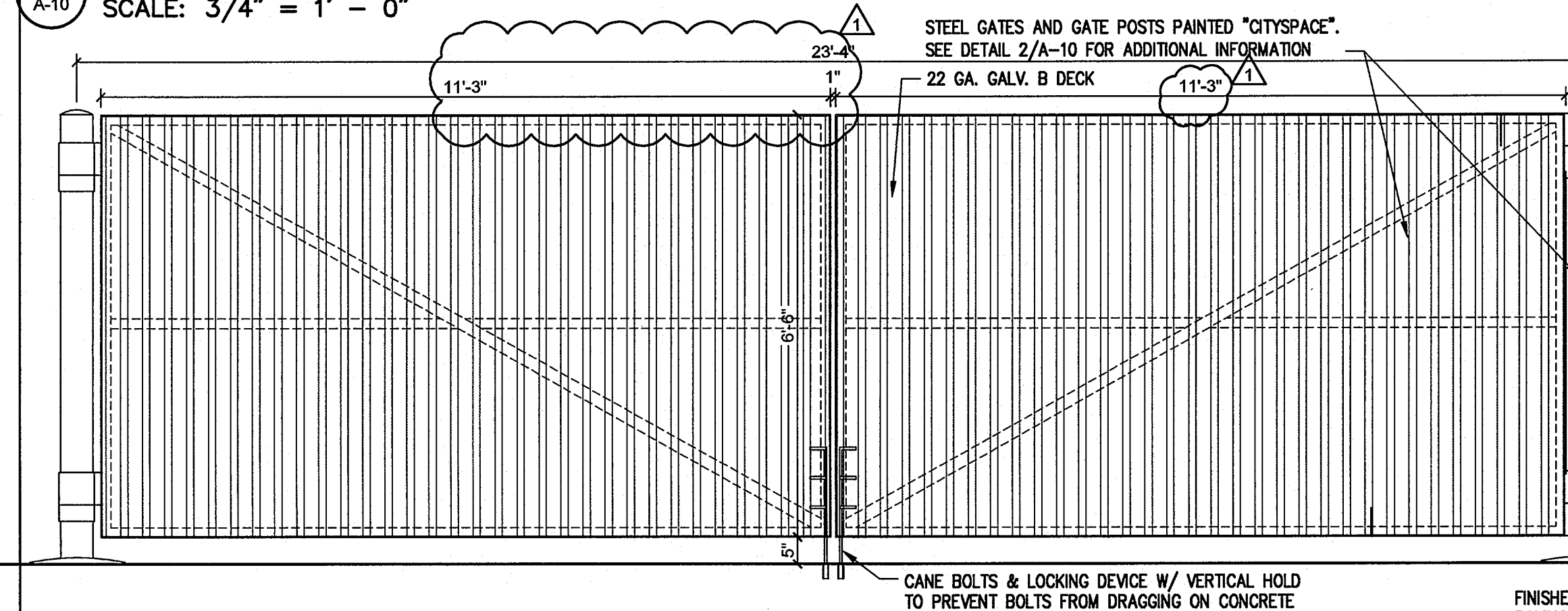
1

THIS IS TO CERTIFY THAT THE ABOVE SIGNED HAVE REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED BY THE CITY OF FROEDDINGHAM. THIS APPROVAL IS ONLY VALID FOR THE MENTIONED SIXTY-FIVE (65) CALENDAR DAYS. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THE PLANS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. THE PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY PERSONNEL WHO ARE LICENSED PROFESSIONAL CIVIL ENGINEERS IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S RESPONSIBILITY AND ACCOUNTABILITY.

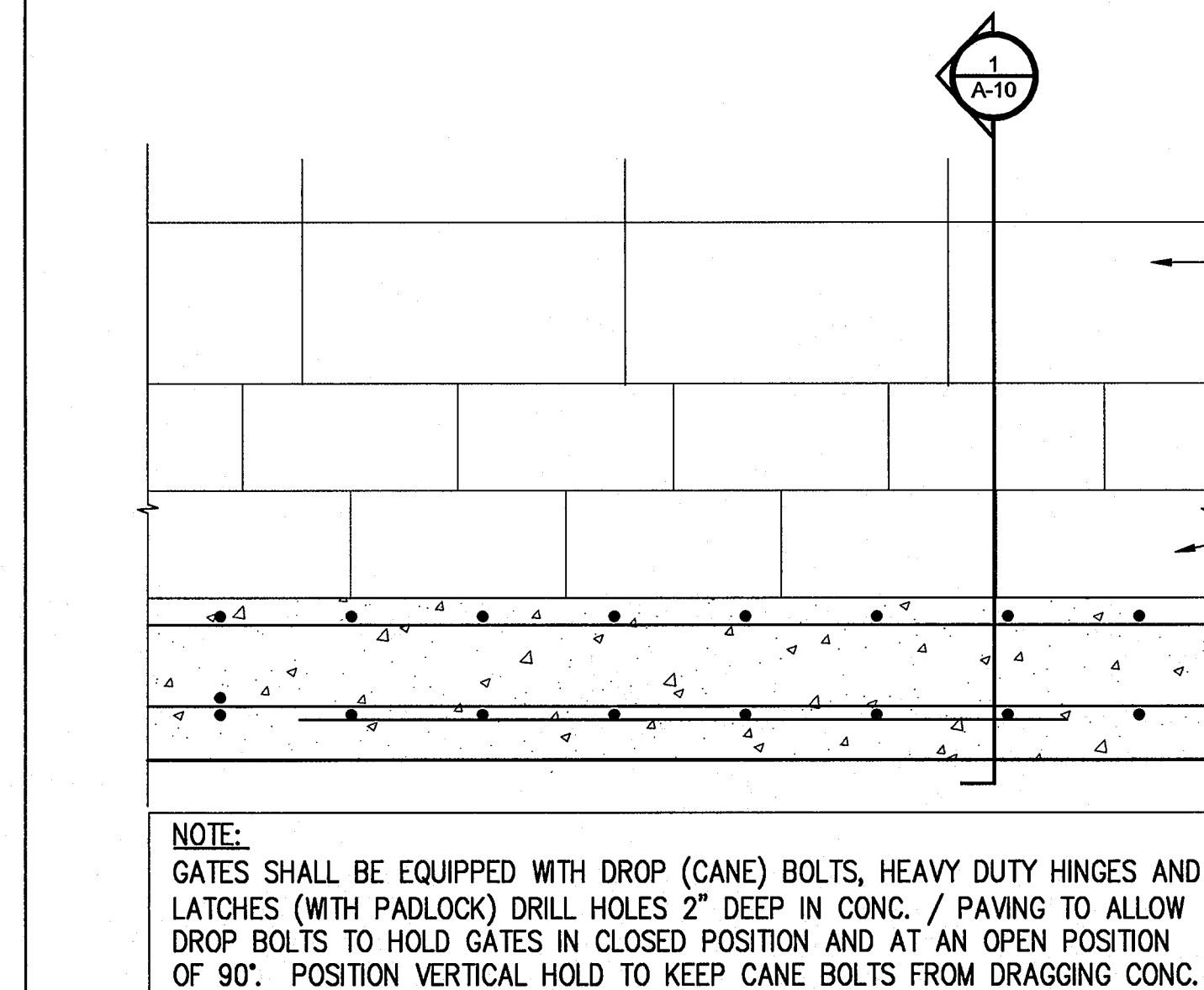
EFFECTIVE DATE: APRIL 30, 2011



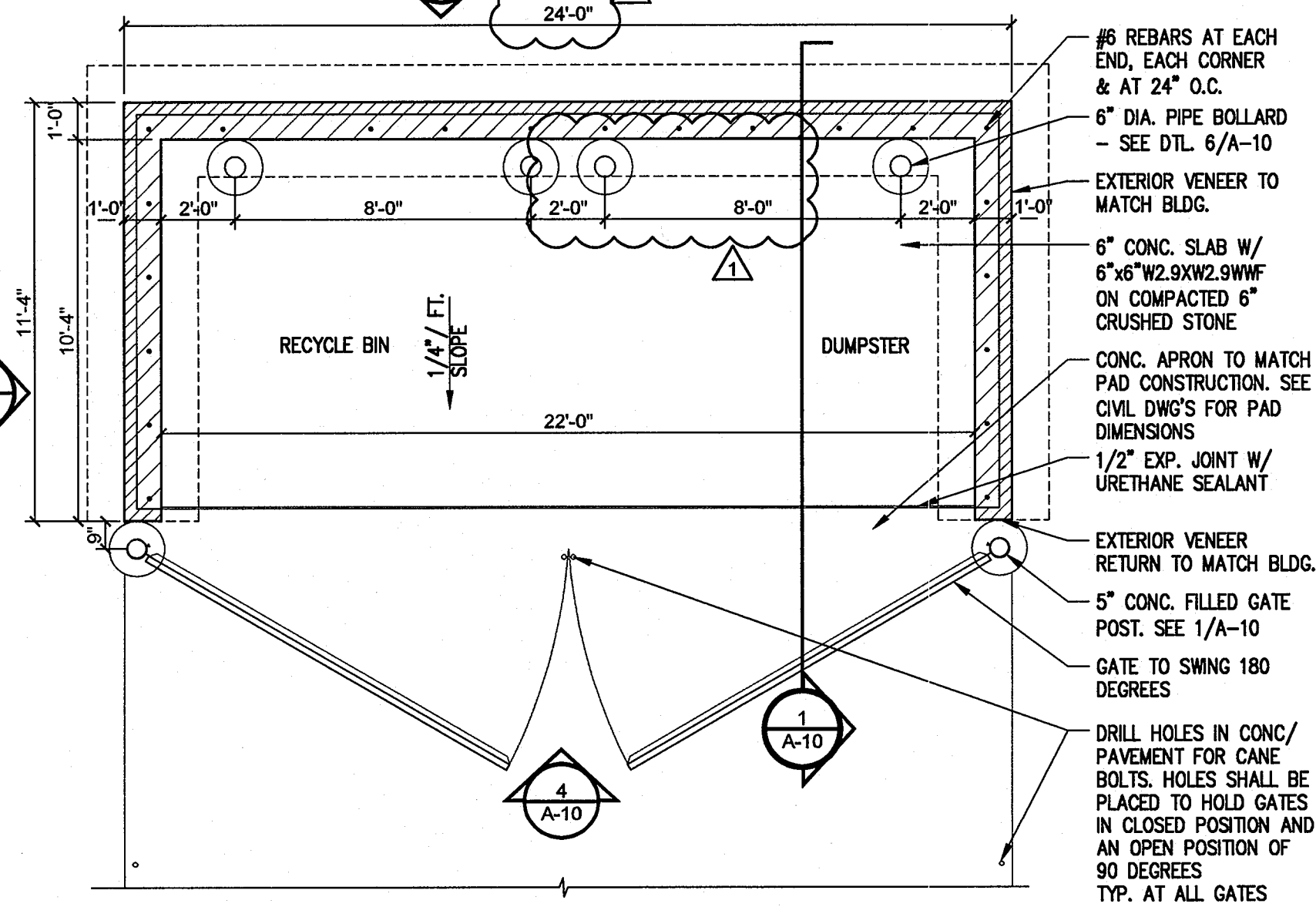
1 SECTION @ TRASH ENCLOSURE
SCALE: 3/4" = 1' - 0"



4 DUMPSTER ENCLOSURE FRONT ELEVATION
SCALE: 1/2" = 1' - 0"

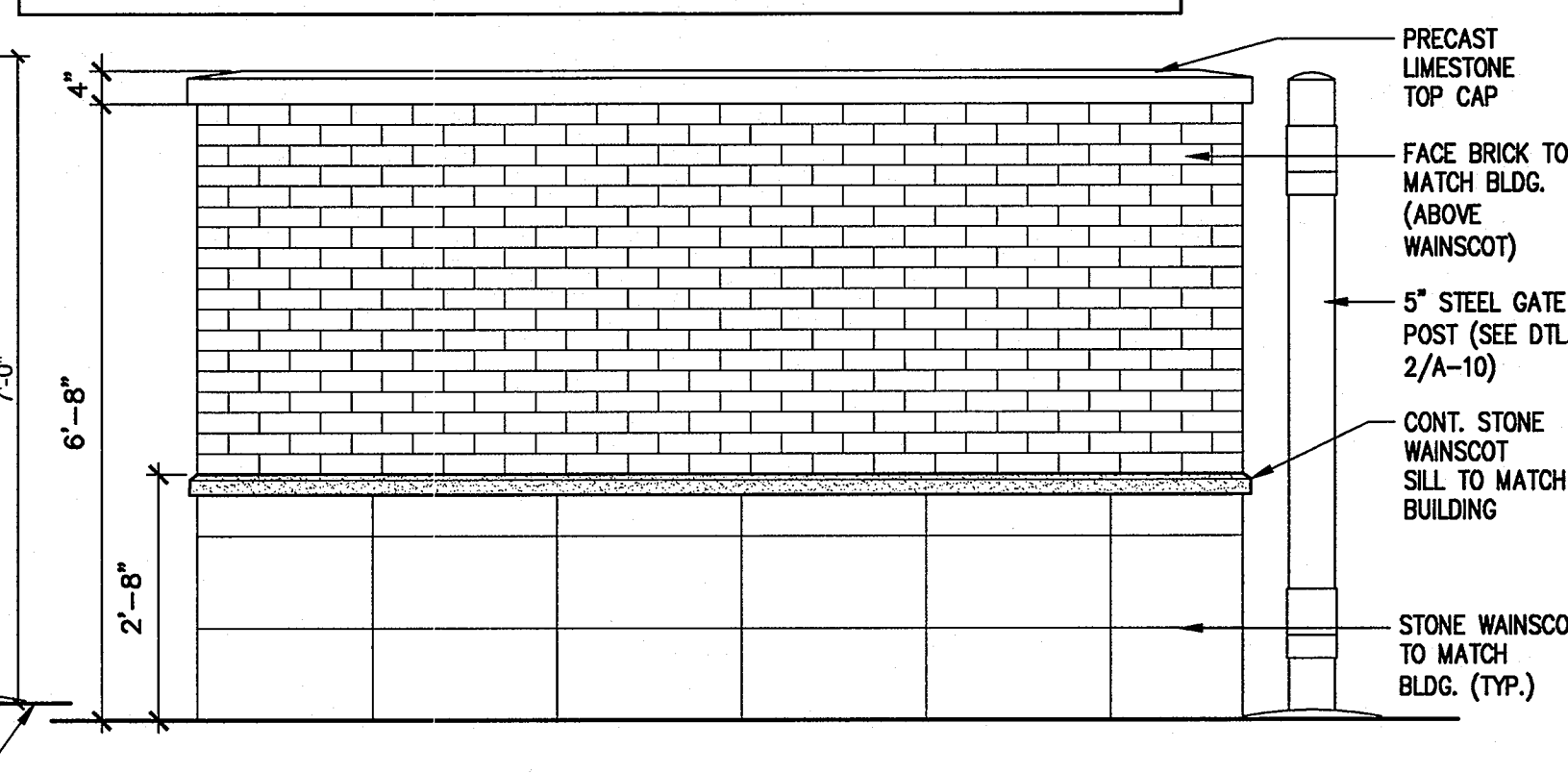


8 FOOTING DETAIL
SCALE: 1" = 1' - 0"

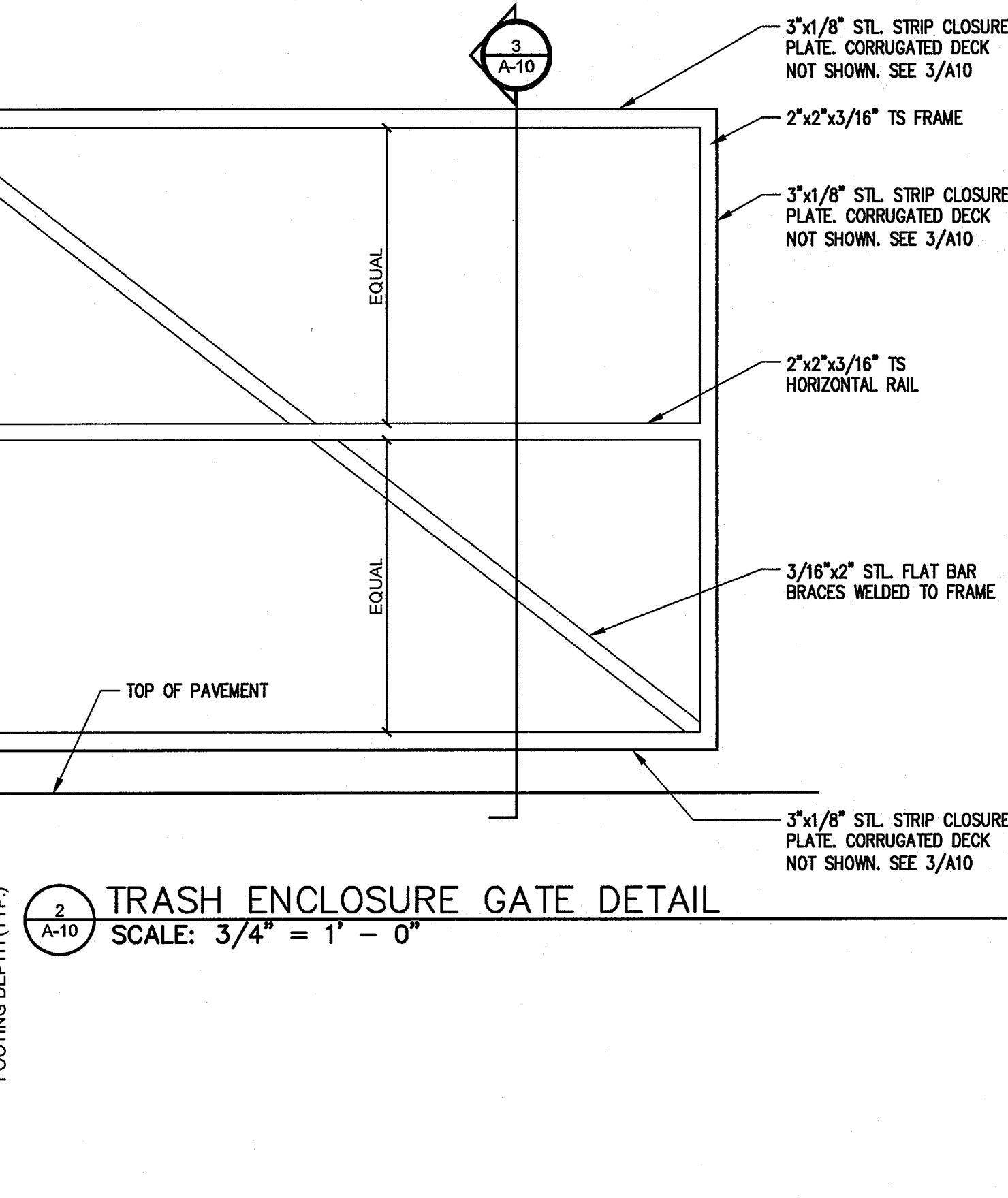


8 DUMPSTER ENCLOSURE PLAN
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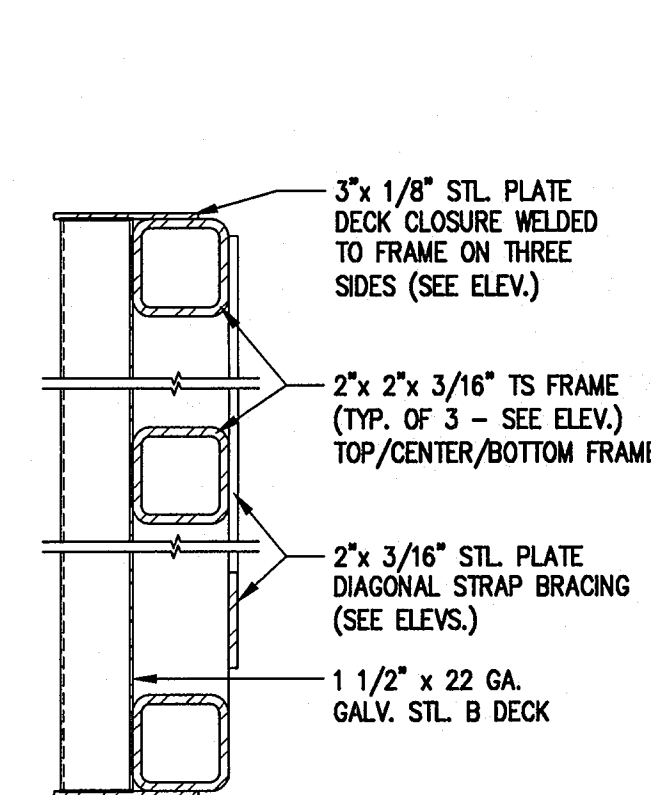
NOTE: ALL EXTERIOR TRASH ENCLOSURE
STEEL SHALL BE GALVANIZED



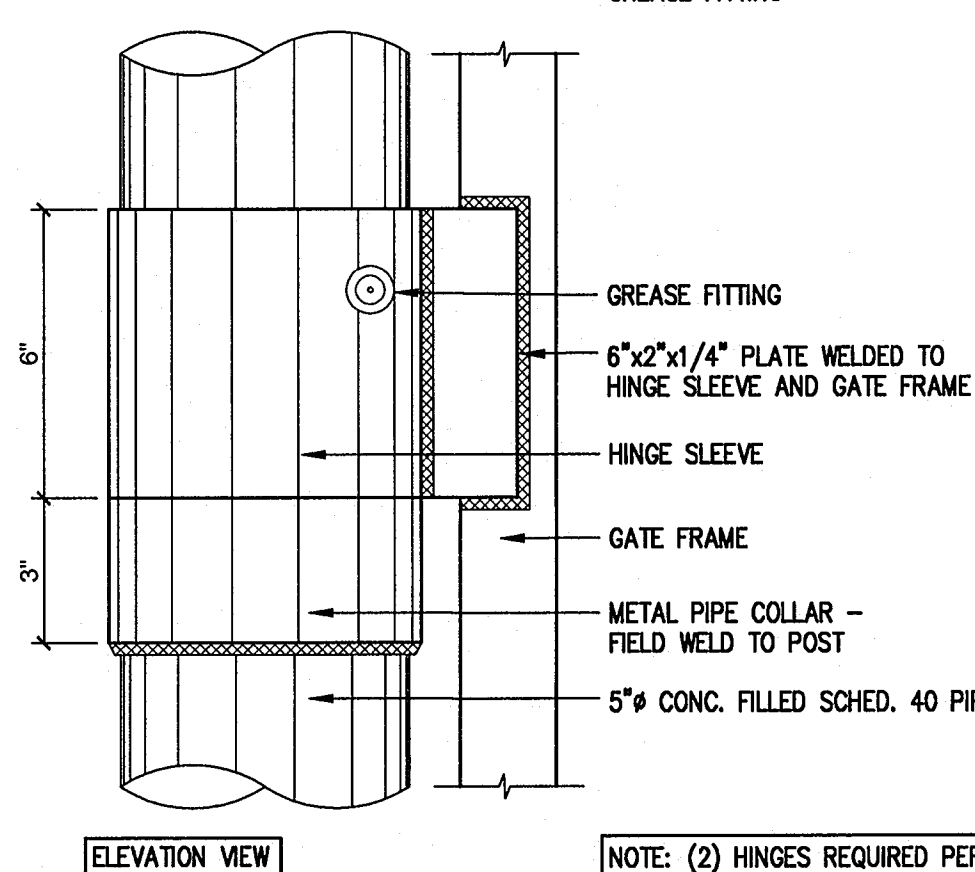
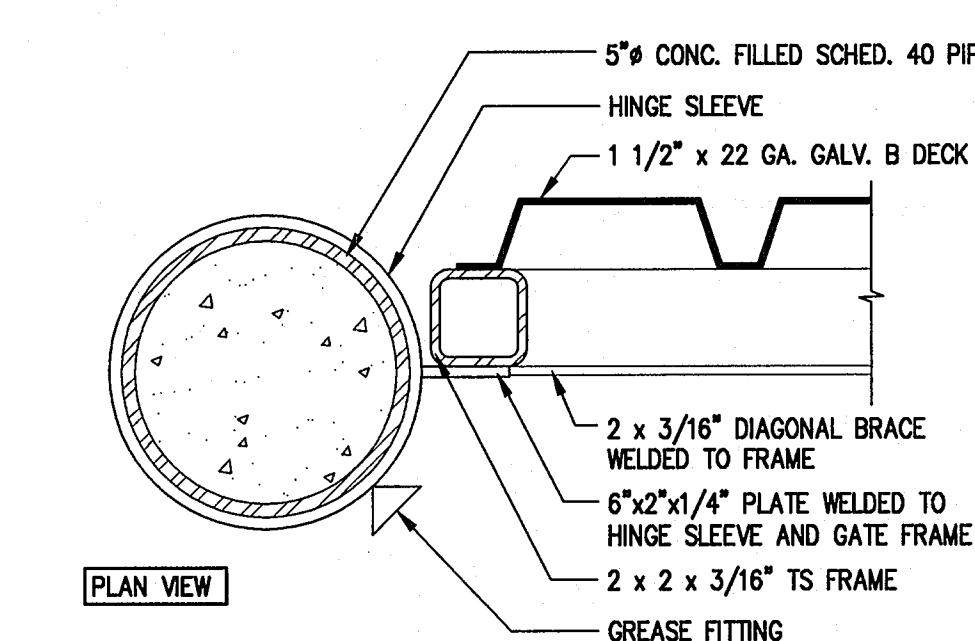
5 TYP. DUMPSTER ENCLOSURE SIDE ELEVATION
SCALE: 1/2" = 1' - 0"



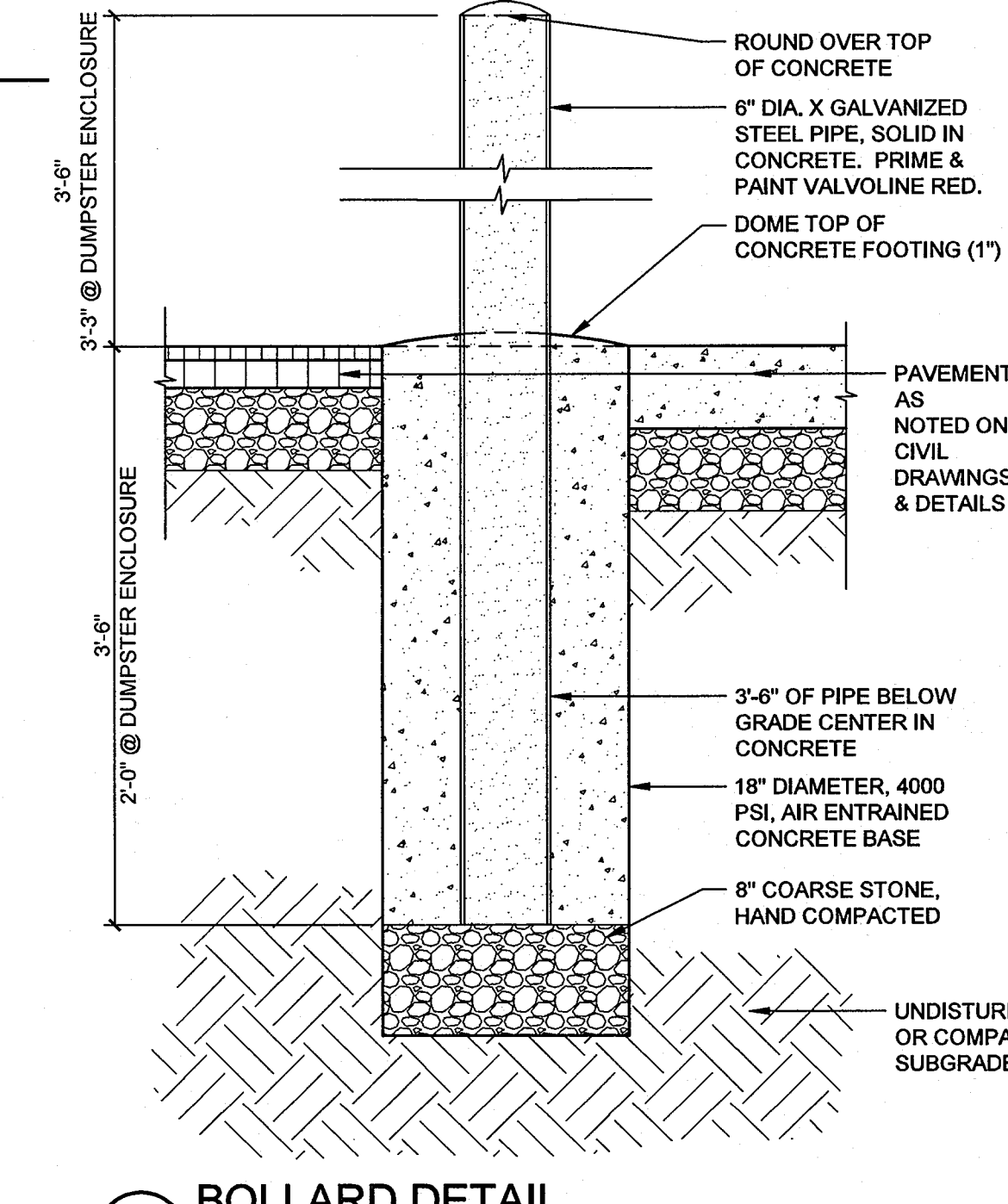
2 TRASH ENCLOSURE GATE DETAIL
SCALE: 3/4" = 1' - 0"



3 GATE SECTION
SCALE: 3" = 1' - 0"



7 HINGE DETAIL
SCALE: 3" = 1' - 0"



6 BOLLARD DETAIL
SCALE: 1" = 1' - 0"

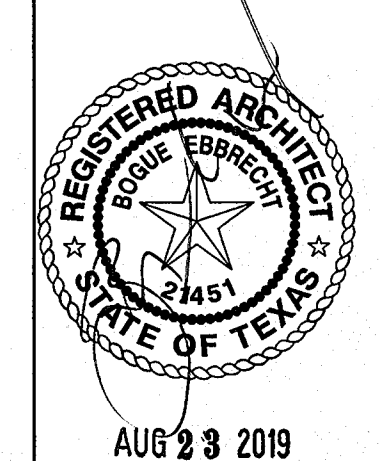
DUMPSTER EXTERIOR FINISH NOTES

REFER ALSO TO "EXTERIOR FINISHES", SHEET A-3.

BRICK:	MATCH BUILDING BRICK.
STONE:	MATCH BUILDING STONE.
MORTAR:	MATCH BUILDING MORTAR.
COPING:	PRECAST LIMESTONE CAP. COLOR TO MATCH BUILDING STONE WAINSCOT.
SEALER:	ALL STONE SURFACES SHALL BE TREATED W/ SEALER. REFER TO SPECIFICATIONS.
BOLLARDS / GUARD POSTS:	
	FIELD PAINT W/SHERWIN-WILLIAMS B66-310 PRO-CYRL PRIMER FOLLOWED BY (2) FINISH COATS OF B66-300 SHER-CYRL HPA. COLOR SHALL BE "VALVOLINE RED".
GATES & GATE POSTS:	
	FIELD PAINT W/SHERWIN-WILLIAMS B66-310 PRO-CYRL PRIMER FOLLOWED BY (2) FINISH COATS OF SHERWIN WILLIAMS 7067 "CITYSCAPE", SEMI-GLOSS DTM ACRYLIC B66-200.
BIKE RACK:	GALVANIZED STEEL.

08.23.19	08.08.19	08.04.19
REVISION 1	PERMIT SET	OWNER REVIEW
No.	Revisions/Submitted/Date	

VALVOLINE INSTANT OIL CHANGE
1701 S FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546



Project No.	06-19-20008
Scale	AS NOTED
Drawn	HFA
Checked	PCL
Date	08.08.19
Drawing Title	

**DUMPSTER
ENCLOSURE**

Memo

To: Planning & Zoning Commission
 From: Aubrey Harbin, Director of Community Development/Planner
 Date: September 9, 2019
 Re: DRC Report

The following DRC Meetings were held in August 2019.

Project	Current Zoning	Zone Change Required? Y/N	Issues discussed	Location
501 S Friendswood Dr. Gas station and convenience store	DD	Yes; SUP	SUP required in DD for gas stations; plat required; property subject to DD regulations; water and sewer available; all development fees waived; eligible to purchase regional detention	

3201 W Bay Area Blvd. (former Walgreens at Bay Area Blvd/FM 528) Religious Organization	CSC	Yes; SUP	SUP required for Religious Organizations; property is platted and utilities are existing; verify adequate number of parking spaces (.4 spaces per auditorium seat); may need additional exits and definitely more restrooms and drinking fountains;	
1710 Lundy Ln. Office space for The Harbor Church on adjacent parcel owned by church	SFR	Yes; amendment to existing SUP 2002-07	Replat required to incorporate additional property and use existing detention pond; water is available; sewer is not available; septic system regulated by Galveston County Health District; 4ft sidewalks required; on-site detention required; no hazardous flood zones; modular buildings must be on permanent foundations and meet windstorm requirements	

401 W Edgewood Dr. Interested in half of the tract for office buildings	PUD	Yes; possibly to Office Park District	Zone change required; plat required; subject to Community Overlay District (COD) requirements; adjacent to residential zoning – screening and additional setbacks required; water and sewer are available; 5ft sidewalk required; on-site detention required; no hazardous flood zones; TxDOT approval required for work within the right-of-way of FM 2351/W Edgewood Dr.	
Virgatta Commons 1715 and 1743 S Friendswood Dr. 2 retail buildings to coordinate with buildings under construction at FM 518 and Leisure Lane	CSC	No	Property is platted; site plan approval required; water and sewer are available; detention is accounted for; 8ft screening fence required along detention pond property and this tract adjacent to residential; fire sprinkler required for any building 12,000sqft or more or various other uses depending on use/occupant load; signage is a concern due to location of tract and no street frontage; traffic circulation is also a concern...asked developer to look at this carefully	