

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
OCTOBER 7, 2019



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:00 PM ON MONDAY, OCTOBER 7, 2019, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

5 PM – REGULAR MEETING

1. Call to order
2. Invocation – Pastor Jim Bass, Friendswood Methodist Church
3. Pledge of Allegiance to the United States and Texas Flags – Cub Scouts
Hayden Blevins and Michael Neil with Pack 224
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)
5. WORK SESSION
 - A. Changes to the Appointment Policy for Boards, Commissions and Committees
 - B. Development Regulations
 - C. Capital Projects Update

6. **CLOSED EXECUTIVE SESSION – (Executive Conference Room/Adjacent to Council Chambers-City Hall)**
 - A. Communications from the Public regarding Executive Session topics.
 - B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.072: Deliberations about Real Property; to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governing body in negotiations with a third party with possible discussion and action related thereto in open session.
7. **RECONVENE INTO OPEN SESSION**
8. **Public Hearing**

To receive comments from the public, both oral and written, regarding:

 - A. Zone classification change request for a 156.4717 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.
9. **Communications from the Public**

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)
10. **City Manager’s Report**
 - A. Fall Haul Clean Up Event November 9
 - B. Mosquitos in Friendswood
 - C. Downtown Curb Ramps and Sidewalks – TxDOT

- D. Hurricane Harvey Update
- 11. Communications from Committees and Special Reports
 - A. Annual Report from Friendswood Chamber of Commerce
- 12. Discussion and Possible Action Item
 - A. Discussion and possible action regarding approval of financing for Public Works, Parks and Recreation and Friendswood Volunteer Fire Department (FVFD) capital equipment and authorize the Mayor to execute the financing documents.
- 13. Resolutions

Consideration and possible action regarding the following:

 - A. Resolution R2019-27: A resolution of City of Friendswood, Texas, declaring October 7, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.
 - B. Resolution R2019-28: A resolution of the City of Friendswood, Texas, hereby designating Sally Branson as representative and Mike Foreman as alternate to the Houston – Galveston Area Council 2020 General Assembly and Board of Directors.
 - C. Resolution R2019-29: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Galveston Central Appraisal District for 2020-2021.
 - D. Resolution R2019-30: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Harris County Appraisal District for 2020-2021.
 - E. Resolution R2019-31: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.
 - F. Resolution R2019-32: A resolution of the City Council of the City of Friendswood, Texas, approving financing terms for capital lease purchase agreement.
- 14. Ordinances

Consideration and possible action regarding the following:

 - A. Ordinance No. T2019-37: (Title: First reading of an ordinance amending the zoning classification for a tract or parcel containing 156.4717 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) and Planned Unit Development

(PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein) 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 156.4717 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) 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., in Galveston County, Friendswood, Texas; and 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, Galveston County, Friendswood, Texas; 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.

- B. Ordinance No. T2019-38: (Title: First and Final reading of an ordinance adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020) An ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.
1) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2019-2020 (Ordinance No. 2019-38), as required by Local Government Code Section 102.007 (c).
- C. Ordinance No. T2019-39: (Title: First and Final reading of an ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019 and ending September 30, 2020) An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019, and ending September 30, 2020; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.
- D. Ordinance No. T2019-40: (Title: First and Final reading of an ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XII" to the "Original General Budget of the City of Friendswood, Texas, the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

15. Communications from the Mayor and Councilmembers

16. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing the final acceptance of Arbor Gate at West Ranch, Section 6, Paving and Utilities improvements at the completion of the contractor's one year maintenance period
- B. Approving the disposal of a Parks and Recreation vehicle through Public Surplus
- C. Approving a Friendswood Volunteer Fire Department volunteer members pension increase
- D. Authorizing the acceptance of Old City Park improvements and initiate the one year maintenance period
- E. Accepting the August 2019 Property Tax Report

17. Adjournment

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 CITY COUNCIL 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

****All meetings of City Council are open to the public, except when there is a**

necessity to meet in an Executive Session (closed to the public) under the provisions of Section 551, Texas Government Code. The City Council reserves the right to convene into Executive Session to hear any of the above described agenda items that qualify for an executive session by publicly announcing the applicable section number of the Open Meetings Act.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 8/20/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Changes to the Appointment Policy for Boards, Commissions and Committees

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Summary of proposed changes:

KFB – increase number of alternates to 2

P&Z – change meeting days; went from meeting 1st and 3rd Thursday of the month to 2nd and 4th Thursday (changed per Resolution 2019-15)

ZBOA – change members from 5 regular and 4 alternate to 7 regular and 2 alternate

Volunteer Application changes

Page 1, added a line on page 1 with City, State and Zip

Page 2, removed Election Worker as an option to check off

Page 4, replaced the word may with will since it is now required and added prior to appointment at the end. "background check will ~~may~~ be required prior to appointment."

Power Point Presentation will be provided.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Appointment Policy Update-2019
2. Exhibit A 2019-2020 Council Liaisons
3. Exhibit B Appointment Policy Group A DRAFT
4. Exhibit B Appointment Policy Group B DRAFT
5. Exhibit C Bribery Oath and Oath of Office
6. Exhibit D Attendance Report
7. Exhibit E VOLUNTEER APPLICATION DRAFT

8. Exhibit F Appointment letters

APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

CITY OF FRIENDSWOOD ADMINISTRATIVE POLICIES AND PROCEDURES

ADOPTED AUGUST 5, 1996

AMENDED JUNE 19, 2000

AMENDED JUNE 26, 2006

AMENDED FEBRUARY 5, 2007

SUSPENDED JULY 12, 2010

RE-ADOPTED AND AMENDED JANUARY
5, 2015

AMENDED JULY 10, 2017

AMENDED JULY 02, 2018

CITY OF FRIENDSWOOD

ADMINISTRATIVE POLICIES AND PROCEDURES

Appointments to City Boards, Commissions, and Committees

I. PURPOSE

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, this policy sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

The Mayor of the City of Friendswood has the authority under the City Charter to appoint special committees as he/she deems advisable and as instructed by Council (City Charter Section 3.05). Special committees established for these specific purposes are usually of limited duration. The Council may apply these policies and procedures to special committees as deemed necessary.

II. POLICY

This policy sets forth the comprehensive process for appointments to the City's boards, commissions, and committees, including advertising for candidates, application forms, and processing information to the City Council; appointment timetable; attendance records; letters of appointment; oaths of office; and letters of appreciation.

III. COUNCIL LIAISONS

A Councilmember will be appointed annually by Mayor and Council as liaison to various boards, commissions, and committees. Liaison appointments will generally be made no later than the second regular meeting of the Council following the May General election. The Council Liaison shall serve as a conduit of information between the City Council and the board, commission, or committee and shall provide information.

An information sheet listing all standing boards, commissions, and committees and Council Liaisons (at the time this policy is approved) is included as Exhibit A. A synopsis of most of the standing boards, commissions, and committees is included as Exhibit B.

IV. PROCEDURES

Sec. 4.01. Uniform Appointment Date

All ordinances, resolutions, and laws governing appointments to boards, commissions, and committees of the City of Friendswood shall be written in such a manner that the appointments shall be effective on two uniform dates each year in July and November.

Sec. 4.02. Applicable Laws and Ordinances

All boards, commissions, and committees shall act in accordance with the authority granted to them through applicable state law, charter provision, and/or directives and policies of the City Council.

Because of their special responsibilities, some members of boards, commissions, and committees are considered officers. Officers hold special decision-making duties. As a result, certain sections of these policies will require different levels of commitment and responsibility. Boards, commissions, and committees whose members are considered officers are the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and Charter Review Commission.

Sec. 4.03. Terms of Office

Each term of service on a board, commission or committee will be for a three-year period unless otherwise directed by Council or otherwise provided by law, except for the Charter Review Commission, which is a six-month term and Zoning Board of Adjustment and Appeals which requires a 2-year term by statute (LGC 54.033 and 211.008). **No member/officer shall be elected to serve as Chair or Vice Chair for more than four terms unless otherwise directed by Council.** Beginning with the most recent amendment and re-adoption of this policy on July 10, 2017, all existing board, commission or committee member's terms start at year zero.

Sec. 4.04. Oaths of Office

Oaths of Office appropriate to the position held and in accordance with the provisions of Section 6.05 of the City Charter (Every officer of the City, whether elected or appointed, before entering upon the duties of office, shall take and subscribe to the appropriate oath or affirmation to be filed and kept in the office of the City Secretary) will be administered to all newly appointed or reappointed members to the Planning & Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, and Charter Review Commission at the first regular meeting of the board, commission, or committee or as soon as possible after appointment. Oaths of office for appointed officers are included as Exhibit C.

Arrangements to receive oaths of office at another time may also be made at the discretion of the City Secretary or whomever is authorized by law to give the oath such as a notary public.

Sec. 4.05. Rules and Regulations

All boards, commissions, and committees shall follow procedures of conduct set out in Robert's Rules of Order. All board, commission, and committee meetings shall have an agenda and record the action by keeping minutes. Advisory boards, commissions, and committees **shall not be required** to comply with the Texas Open Meetings Act. However, the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and Charter Review Commission shall comply with the Texas Open Meetings Act.

Some boards, commissions, and committees may find it desirable or be directed to adopt rules of procedure. All such rules of procedure shall be approved by the City Council. Any amendments shall also be approved by City Council.

Sec. 4.06. Appointment of Officers/Members

Officers or members of each of the City's boards, commissions, and committees will be appointed in accordance with any applicable ordinances, state laws, or City Charter. Chair and Vice Chair may be rotated following the appointment and reappointment time frame but may not serve more than four terms, unless otherwise approved by Council. Officers of the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Friendswood Downtown Economic Development Corporation, and the Charter Review Commission are required to be a resident of Friendswood. Members of advisory boards, or committees are not required to be a resident of the city; however, a quorum of members from those advisory boards or committees must never be from outside of the city. All newly appointed officers/members shall be reported to the City Secretary for inclusion in the Boards, Commissions, and Committees' rosters.

Sec. 4.07. Providing and Maintaining Records

The City Secretary's office shall keep an up-to-date official record of pertinent information on each board, commission, and committee in an official notebook. City Staff Liaisons to the boards, commissions, and committees will be responsible for providing to the City Secretary's office up-to-date information of names, addresses, and telephone numbers for their boards, commissions, and committee members. Each Staff Liaison will maintain a historical list of boards, commission and committee members which their department supports.

Sec. 4.08. Attendance Policy and Records

Attendance records shall be maintained by all City Staff Liaisons providing support to the various City boards, commissions, and committees. The records will be available by request to the boards, commissions, and committees members at each regular meeting.

The attendance record will be provided to the City Secretary's office when the appointment/reappointment process takes place for that committee.

It shall be the responsibility of each member to attend meetings regularly. Three consecutive unexcused absences or the absence of an advisory board or committee member from more than 50 percent of the meetings in a six-month period shall be cause for Council to review the attendance record and make a recommendation on the continued service of that member. Three consecutive unexcused absences or the absence of a member considered to be an officer from more than 20 percent of the meetings in a six-month period shall be cause for Council to review the attendance record and make a recommendation on the continued service of that officer. Examples of excused absences include illness, business reasons, death of family members, etc.

Attendance at all regular meetings, special meetings, and work sessions by each board, commission, and committee member will be recorded on an attendance record form (Exhibit No. D), and absences shall be noted as excused or unexcused by the Chair.

Sec. 4.09. Information Packets

Each applicant shall receive a packet of information about the committee, its purpose, members, meeting schedule and location, and any other information, such as rules of procedure, as requested.

V. Appointments

Sec. 5.01. Applications

All citizens interested in being appointed or reappointed to a board, commission or committee must have an up-to-date application on file or submit a completed application (Exhibit No. E) to the City Secretary. New applications will be forwarded to the Staff Liaison of the appropriate board, commission or committee. At the established time, applications will be distributed by the City Secretary's office to the Mayor and City Council.

The City Secretary shall provide an application to citizens upon request, as well as information sheets on the various boards, commissions, and committees.

The City Secretary shall advertise at least once a year, or as needed, in the news media and as otherwise directed by City Council, an invitation to citizens to submit an application indicating their interest and qualifications to serve on a board, commission, or committee. The members of boards, commissions, and committees to be appointed in July are the Planning and Zoning Commission, Zoning Board of Adjustment and Appeals, Construction Board of Adjustment and Appeals, Library Board of Trustees, Community and Economic Development Committee, and Charter Review Commission (to be appointed in July every 5 years or as called by Council). Members of boards, commissions, and committees to be appointed in November are Fourth of July Steering

Committee, Keep Friendswood Beautiful, Senior Citizen Advisory Committee, and Investment Committee.

All applications submitted to the City Secretary will be date stamped RECEIVED, e-mailed to the Staff Liaison to the committee(s) and will be retained by the City Secretary for a period of three (3) years, according to the applicable rules in the adopted records retention schedule. The applications will be used in making appointments to boards, commissions, and committees for expiring terms of office and as vacancies occur.

The City Secretary will send a letter to each board, commission, and committee member who has an expiring term of office to determine if the member wishes to be considered for reappointment and/or to update the application on file.

Sec. 5.02. Appointment Process

By the end of May and September of each year, the City Secretary will notify the Staff Liaison what members/officers would like to be reappointed and who would not. The Staff Liaison will contact the Council Liaison to discuss the candidates for appointment/reappointment. Council liaisons, chairpersons, vice chairpersons, staff, or other members/officers may interview new candidates to be considered prior to the appointments. The Council Liaison to the board, commission or committee will contact the Mayor on the proposed appointments/reappointments and obtain his concurrence. The Council Liaison will notify the City Secretary who will then prepare an Agenda Item form for the July or November Council meeting to have the appointments/reappointments approved by Mayor and Council.

Appointments shall be made to boards, commissions, and committees at the regular monthly Council meeting in July and November or as soon thereafter as possible. Appointments will be effective July and November, respectively.

A congratulatory letter (Exhibit No. F) will be prepared by the City Secretary's office for all newly appointed or reappointed members to the City's boards, commissions, and committees.

All members/officers of the boards, commission and committees **must** complete Open Meetings Act (OMA) Training administered by the Texas Attorney General within 90 days as required by law and **must** provide their certificate of completion to the City Secretary's office.

Sec. 5.03. Selection Criteria

Selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve. Other criteria will be the applicant's availability, qualifications, personal background, and any special skills he/she may have.

Members selected should not only be qualified, but also show a desire and commitment to serve in the capacity they are appointed.

Appreciation letters will be sent by the City Secretary to all individuals who were not appointed. They will be advised that their application will be retained for three years.

Sec. 5.04. Filling Vacancies

Vacancies on boards, commissions, and committees caused by resignations will be filled throughout the year as they occur in order to complete unexpired terms of office. When a vacancy occurs, the Staff Liaison of the board, commission, or committee shall notify the City Secretary.

Appointments to fill vacancies will be made at a Council meeting by a majority of City Council from the list of applicants provided on the Agenda Item form completed by the City Secretary.

Should there be no current applicants for the vacancy, the City Secretary shall follow the procedures previously described to seek new applicants.

FRIENDSWOOD CITY COUNCIL LIAISONS 2019-2020

COUNCILMEMBER	COMMITTEE
Robert Griffon John Scott (alternate)	Clear Creek Watershed Steering Committee
Brent Erenwert Trish Hanks (alternate)	Community & Economic Development Committee
John Scott Trish Hanks (alternate)	4 th of July Steering Committee
John Scott Brent Erenwert (alternate)	Galveston County Commissioners Court
Robert Griffon John Scott (alternate)	Galveston County Consolidated Drainage District
All City Council Members	Galveston County Mayors' & Councils' Association
Mike Foreman Steve Rockey (alternate)	Gulf Coast Authority
Sally Branson Mike Foreman (alternate)	H-GAC
Brent Erenwert Robert Griffon (alternate)	Harris County Commissioners Court
All City Council Members	Harris County Mayors' & Councils' Association
Staff/CMO	Homeowner's Associations
Trish Hanks Sally Branson (alternate)	Keep Friendswood Beautiful
Steve Rockey John Scott (alternate)	Library Board
Trish Hanks Sally Branson (alternate)	Planning & Zoning Commission
Robert Griffon Trish Hanks (alternate)	Senior Citizens Advisory Committee
Steve Rockey Sally Branson (alternate)	Zoning Board of Adjustment & Appeals

None Required: Investment Committee, Construction Board of Adjustment & Appeals and Charter Review Commission

EXHIBIT B

PLANNING AND ZONING COMMISSION

Number of members: 7 regular **Term of Office:** 3 years
Overlapping terms

Established by: City Code, Section 2-69; LGC Sections 211 & 212

Appointed By: City Council

Regular Meetings: ~~2nd~~^{1st} and ~~4th~~^{3rd} Thursday of the month

Time: 7:00 PM

Location: Friendswood City Hall
910 S. Friendswood Drive

Compensation: None

Officers: Chair & Vice Chair selected every 3 years by Commission members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.

Staff Support: Director of Community Development, Deputy Director of Community Development, City Planner, Development Coordinator

Council Liaison: Yes; appointed by City Council

Duties of the Commission: The Commission shall submit recommendations to the City Council, after holding public hearings, on any change or amendment to any of the provisions of the Zoning Ordinance or the Zoning Districts Map; any request for a specific use permit or planned unit development; any change or amendment to the subdivision ordinance; and any related request by Council. In public meeting, the commission also reviews and approves commercial site plans, preliminary and final plats, and subdivision developments. The commission also acts in the capacity of the Capital Improvements Advisory Committee created by Section 395.058 of the Texas Local Government Code.

ZONING BOARD OF ADJUSTMENT & APPEALS

Number of Members:	57 regular 42 alternates	Term of Office:	2 years Overlapping terms
Established by:	City Code, Appendix C-Sections 10 - 13. LGC, Sections 211.008 - 211.011.		
Appointed by:	City Council		
Regular Meetings:	4 th Tuesday of the month, as needed, unless a holiday falls during the week of meeting date, is then moved to 3 rd Tuesday of the month.		
Time:	7:00 PM		
Location:	Friendswood City Hall 910 S. Friendswood Dr.		
Compensation:	None		
Officers:	Chair & Vice Chair elected every 2 years by members. Officers will be appointed for two-year terms as required by statute (LGC 54.033 and 211.008). Chair and Vice Chair may not serve more than four terms, unless otherwise approved by Council.		
Staff Support:	Building Official, City Planner, Development Coordinator.		
Council Liaison:	None		

Duties of the Board: This board hears and rules on requests for appeals, special exceptions and variances to the Zoning Ordinance and authorizes variances from the zoning ordinance when not contrary to the public interest. This board also serves as the appeals board for Fire and Life Safety Codes, Flood Damage Prevention Code (City Code, Section 34-41), and Building and Standards Commission (BASC) (City Code, Section 14-319).

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Number of Members:	7 regular 2 alternates (if desired)	Term of Office: 3 years
Established by:	City Code, Chapter 14; Articles II Standard Building Code, Section 105.1	
Appointed by:	City Council	
Regular Meetings:	As needed	
Time:	7:00 PM	
Location:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair & Vice Chair are selected every two years by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Building Official	
Council Liaison:	No	

Duties of the Board: The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, or building industry representatives. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

FRIENDSWOOD PUBLIC LIBRARY ADVISORY BOARD

Number of Members:	7 regular 3 alternate	Term of Office:	3 years Overlapping terms
Established by:	Ordinance 173 effective November 22, 1972		
Appointed by:	City Council		
Regular Meetings:	3rd Tuesday of the month, as needed		
Time:	7:00 PM		
Location:	Friendswood Public Library 416 S. Friendswood Dr.		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Library Director Assistant Library Director Assistant to the Library Director		
Council Liaison:	Yes; appointed by Council		

Duties of the Board: The purpose of the Advisory Board of the Friendswood Public Library is to establish general library policy, represent the public and its interest in the operation of the library, secure from the people of Friendswood support for the Library, and to interpret the needs of the people to the City Council.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

Number of Members:	7 regular	Term of Office: 3 years Overlapping terms
Ex Officios:	Chamber of Commerce representative Planning & Zoning Commission representative Clear Creek Independent School District representative, Friendswood Independent School District representative	
Established by:	Council action February 15, 1993	
Appointed by:	City Council	
Regular Meetings:	1 st Wednesday of the month	
Time:	3:30 PM	
Location:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair and Vice Chair are selected by members. Officers will be appointed for a three-year term following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Economic Development Coordinator	
Council Liaison:	Yes; appointed by City Council	
<u>Duties of the Committee:</u>	To encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development; and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.	

CHARTER REVIEW COMMISSION

Number of Members:	7 regular	Term of Office: 6 months
Established by:	City Charter	
Appointed by:	City Council	
Regular Meetings:	As called	
Time:	As called	
Locations:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair and Vice Chair are selected by members.	
Staff Support:	City Manager City Secretary City Attorney	
Council Liaison:	No	

Duties of the Commission: The Charter Review Commission is appointed by the Council approximately every five years. The commission inquires into the operation of the city government under the Charter provisions, determines whether any such provisions require revision and performs such other duties as set forth in Section 11.09 of the Friendswood City Charter.

FOURTH OF JULY STEERING COMMITTEE

Number of Members:	20 Regular	Term of Office: 3 years Overlapping terms
Established by:	Council Action	
Appointed by:	City Council	
Regular Meetings:	3 rd Wednesday of the month	
Time:	6:00 PM	
Location:	Friendswood City Hall 910 S. Friendswood Drive	
Compensation:	None	
Officers:	Chair & Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Director of Parks and Recreation	
Council Liaison:	Yes, appointed by City Council	

Duties of the Board: The Fourth of July Steering Committee is to assist staff in organizing, planning, coordinating, and overseeing the annual City of Friendswood Fourth of July activities and any other related functions requested by the City Council.

KEEP FRIENDSWOOD BEAUTIFUL

Numbers of Members:	20 <u>10</u> regular <u>2 alternates</u>	Term of Office: 3 years Overlapping terms
Established by:	City Council January 15, 1973, as Civic Beautification Committee City Council, January 25, 2010, from Community Appearance Board to Keep Friendswood Beautiful Committee	
Appointed By:	City Council	
Regular Meetings:	4th Tuesday of the month	
Time:	6:30 PM	
Location:	Friendswood City Hall 910 S. Friendswood	
Compensation:	None	
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.	
Staff Support:	Director of Parks and Recreation	
Council Liaison:	Yes; appointed by City Council	

Duties of the Board. The mission of the Keep Friendswood Beautiful Committee (KFB) is to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image. The KFB directs and coordinates management and planning of its projects and education of the community; recommends budget and project priorities to City Council; seeks grants for funding opportunities; makes suggestions for conserving and protecting natural resources; and performs such other duties as the City Council may reasonably request.

Keep Friendswood Beautiful also serves as the advisory committee for the City's Storm Water Management Program (last updated 2014) per TCEQ.

SENIOR CITIZEN ADVISORY COMMITTEE

Number of Members:	8 regular 1 alternate	Term of Office:	3 years Overlapping terms
Established by:	Council action 1993		
Appointed by:	City Council		
Regular Meetings:	2 nd Tuesday of the month as needed		
Time:	9:00 AM		
Location:	Activities Building 416 Morningside		
Compensation:	None		
Officers:	Chair and Vice Chair are selected by members. Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Parks and Recreation Recreation Superintendent		
Council Liaison:	Yes; appointed by City Council		

Duties of the Board: The Committee acts only in an advisory capacity to the City Council in all matters pertaining to Friendswood's Senior Citizens Program; acquaints itself with and makes a continuous study and review of the program; recommends the adoption of policies for the program; recommends to the City Council rules and regulations governing the program; makes recommendations to the City Council and City Manager and reasons therefore; and performs other duties as the City Council may reasonably request.

INVESTMENT COMMITTEE

Number of Members:	3 regular No Alternates	Term of Office:	3 years
Established by:	Council action January 1997		
Appointed by:	City Council		
Regular Meetings:	Quarterly		
Time:	4:00 PM or at the call of the Chair		
Location:	Friendswood City Hall/Administrative Services Department		
Compensation:	None		
Officers:	Members will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Investment Officer		
Liaison/Deputy:	City Manager		
Council Liaison:	No		

Duties of the Committee. To review the investment practices of staff and ensure these are in accordance with the Investment Policy.

EXHIBIT C

In the name and by the authority of
The City of Friendswood
and
The State of Texas

STATEMENT OF APPOINTED OFFICER

(Pursuant to Tex. Const. art XVI, §1(b), amended 2001)

I, _____, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Affiant's Signature

City of Friendswood, Galveston/Harris
City and/or County

Position to Which Appointed

SWORN TO and subscribed before me by affiant on this ____ day of _____ 2018.

Signature of Person Authorized to Administer Oaths / Affidavits

Printed Name

Title

In the name and by the authority of

The City of Friendswood

and

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ for the City of Friendswood, Galveston/Harris Counties, and the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____
2018.

Signature of Person Administering Oath

Printed Name

Title

EXHIBIT D

ATTENDANCE REPORT

BOARD/COMMITTEE/COMMISSION:

REPORTING PERIOD

		Mo/Yr						Mo/Yr							
MEMBERS	MEETINGS	2017						2018						TOTALS	
Name/Place No.	TYPE	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	Present	Absent
REGULAR MEMBERS: CHAIR Morgan, Jason	Regular	N	X	X	X	N	N	N	N	X	N	X	N	6	0
		O				O	O	O	O		O		O		
	Special				X										
		M				M	M	M	M		M		M		
VICE CHAIR Jacks, Carly	Regular	E	X	X	X	E	E	E	E	--	E	X	E	5	1
		E				E	E	E	E		E		E		
	Special	T			X	T	T	T	T		T		T		
		I				I	I	I	I		I		I		
Cain, Drew	Regular	N	X	X	X	N	N	N	N	X	N	X	N	6	0
		G				G	G	G	G		G		G		
	Special				X										
		N				N	N	N	N		N		N		
Reeves, Nina	Regular	O	X	X	X	O	O	O	O	X	O	--	O	5	1
	Special	M			X	M	M	M	M		M		M		
		E				E	E	E	E		E		E		
McCall, Sam	Regular	E	X	X	X	E	E	E	E	X	E	X	E	6	0
		T				T	T	T	T		T		T		
	Special	I			X	I	I	I	I		I		I		
		N				N	N	N	N		N		N		
ALTERNATE MEMBERS: Ashford, Jordan	Regular	G	X	X	X	G	G	G	G	X	G	X	G	6	0
	Special	N			X	N	N	N	N		N		N		
		O				O	O	O	O		O		O		
Jones, Maxie	Regular		X	X	X					X		X		5	1
		M				M	M	M	M		M		M		
	Special	E			--	E	E	E	E		E		E		
		E				E	E	E	E		E		E		
Davis, Molly	Regular	T	X	X	X	T	T	T	T	X	T	X	T	5	1
		I				I	I	I	I		I		I		
	Special	N			--	N	N	N	N		N		N		
		G				G	G	G	G		G		G		
Spencer, Laura	Regular		X	X	X					X		X		6	0
		N				N	N	N	N		N		N		
	Special	O			X	O	O	O	O		O		O		
Staff Liaison Devane, Anna	Regular	M	X	X	X	M	M	M	M	X	M	X	M	6	0
		E				E	E	E	E		E		E		
	Special	E			X	E	E	E	E		E		E		
		T				T	T	T	T		T		T		
Staff Liaison/Secretary Coe, Lucy	Regular	I	X	X	X	I	I	I	I		I		I	4	
	Special	N			X	N	N	N	N		N		N		
Ashton, Ned	Regular	G				G	G	G	G	X	G	X	G	2	
	Special														

In order to insure that all boards and commissions members contribute by attending regular scheduled and special meetings of their respective board or commission, the Council has directed that attendance records be kept by City Staff and forwarded to members for their review. **ATTEND: X** **ABSENT: --**

EXHIBIT E



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: _____ HOME PHONE: _____

HOME ADDRESS: _____ WORK PHONE: _____

CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: _____

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

- PLANNING & ZONING COMMISSION
- ZONING BOARD OF ADJUSTMENT & APPEALS
- KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- COMMUNITY & ECONOMIC DEVELOPMENT
- CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- INVESTMENT COMMITTEE
- FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- LONG-TERM PROJECTS
- SHORT-TERM PROJECTS
- DAYTIME
- EVENING
- SUMMER

RECREATION

- 4TH OF JULY STEERING COMMITTEE
- 4TH OF JULY VOLUNTEER
- SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- LIBRARY BOARD
- LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- WEST RANCH MANAGEMENT DISTRICT
- ANIMAL SHELTER ADVISORY COMMITTEE
- VOLUNTEER FIRE DEPT/EMS
- CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

Additional comments section with multiple horizontal lines for text entry.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: _____

SEX: _____

FRIENDSWOOD RESIDENT FOR _____ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? _____

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

Please list any civic or community endeavors in which you have been involved: _____

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will ~~may~~ be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

Signature of Applicant

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

**MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634**

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EXHIBIT F

Date: _____

Mr. John Doe
10110 Lakeside Lane
Friendswood, TX 77546

Dear Mr. Doe:

On behalf of the Mayor and City Council, we would like to congratulate you on your recent appointment to the Planning and Zoning Commission. Your term begins _____ and ends _____. Attendance is very important, so an attendance record is kept at each meeting; therefore, it is the responsibility of each member to attend meetings regularly. Enclosed you will find a membership roster for the Planning and Zoning Commission.

The members of Boards, Commissions, and Committees of the City of Friendswood are required by law to complete Open Government Training. There are two ways to obtain the required training:

1. Attorney General's website at **<https://texasattorneygeneral.gov/og/oma-training>**. Select Open Meetings Act training video, and then complete the training online. Following the completion of the training, a certificate will be sent to you from the Attorney General's Office.
2. Check out the training CD from the City Secretary's Office. If you choose to utilize the CD option, at the end of the video, there is a code which will take you to the Attorney General's website to retrieve the certificate.

Training needs to be completed by _____, and a copy of the certificate needs to be forwarded to the City Secretary.

Please accept my congratulations on your appointment and if you have any questions, please do not hesitate to call me.

Sincerely,

Melinda Welsh, TRMC
City Secretary

Cc: Staff Liaison

Enclosure

Date: _____

Ms. Jane Doe
10111 Lakeside Lane
Friendswood, TX 77546

Dear Ms. Doe:

On behalf of the Mayor and City Council, we would like to congratulate you on your recent re-appointment to a three-year term on the Senior Citizens Advisory Committee. A new membership roster is enclosed.

If you have any questions, please do not hesitate to call me.

Sincerely,

Melinda Welsh, TRMC
City Secretary

Cc: Staff Liaison

Enclosure

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/10/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Development Regulations

Originating Department: Community Development

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Summary of Proposed Changes for Discussion:

ZBOA Powers and Duties - amend to be consistent with State law (Appendix C - Zoning Ord)

Building Codes - update from 2012 to 2018 (Chapter 14)

Fire Codes - update from 2012 to 2018 (Chapter 30)

Building materials - change ordinance per HB 2439 (Appendix C-Zoning Ord)

Sidewalks - requesting guidance regarding residential sidewalks (Appendix B - Subdivision Ord)

Power Point Presentation will be provided.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

ZBOA Powers and Duties - amend to be consistent with State law (Appendix C - Zoning Ord)

Our local ordinance is more restrictive than State law and limits the authority and scope that ZBOA can consider regarding variances, special exceptions and appeals

Building Codes - update from 2012 to 2018 (Chapter 14)

Fire Codes - update from 2012 to 2018 (Chapter 30)

ISO rating requires that we adopt codes within two code cycles.

Building materials - change ordinance per HB 2439 (Appendix C-Zoning Ord)

State law changed and prohibits cities from regulating building materials; we will change ordinance to be compliant with State law, but leave our preferred materials in the ordinance

Sidewalks - requesting guidance regarding residential sidewalks (Appendix B - Subdivision Ord)

Recent situations where flood homes are being demolished and reconstructed and in-fill lots are being built upon, which would require compliance with current codes; sidewalks are required on all lots except residential zoned lots with open ditches. Requiring one lot to install a sidewalk when none of their neighbors have them makes the sidewalk look out of place and does not connect to any other sidewalks. Sidewalk Fund if an option; however, the reality of those funds being used for sidewalks in the future is slim.

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/10/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Capital Projects Update

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This presentation will be to update the City Council and citizens of the City of Friendswood on the status of capital projects in the city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. October 2019 CIP Update City Council



October 2019 City of Friendswood

Capital Improvement Projects Update

Old City Park Restrooms & Pavilion



- Final cost of construction: \$353,853.00
- Project is substantially complete
 - Contractor is replacing a burnt out motor (on order)
- Final Walkthrough was on 9/24/19
- Restrooms will be open to the public once restroom signs are installed by the City

Blackhawk Boulevard Phase II



- Cost of construction:
\$4,584,451.90
- Total expended to date:
\$2,841,705.55

Blackhawk Boulevard Phase II (cont.)



- Project is 62% completed
- Concrete pours began on inside lane of the Northbound side but work was delayed by TS Imelda
- Anticipated completion: First Quarter of 2020

Blackhawk Boulevard Phase II, Package B

- Engineering plans are currently underway
- TxDOT is currently reviewing Traffic Control Plan



2018 Storm Sewer Cleaning and Inspection

- Contract amount: \$696,335.75
- Total expended to date: \$628,548.03
- Any additional work is currently on hold as City Staff awaits a final cost proposal.



2018-2019 Street Maintenance Program



- Construction Cost: \$1,590,730.50
- City is awaiting contractor to return to complete the remaining portion of Wilderness Trail which will finish out the project
- City Staff is exploring options to resurface Diamond Lane



2019-2020 Concrete Street Maintenance Program

- City Engineering and Public Work Staff are currently working on project specifications
- Target Bid Award Date: December 2019



Lift Station #23



- Estimated Cost of Construction:
- Design Consultant is finishing up Bid Documents
- Target Bid Date: November 14th
- Award at December Council Meeting

Drainage Advocacy Efforts and Meetings

- Some combination of the City Manager, Assistant City Manager, Engineering Director, Public Works Director have met with the following agencies/groups the past 3 months in regard to drainage issues:
 - US Army Corps of Engineers Stakeholder Forum
 - FEMA
 - Clear Creek Watershed Steering Committee
 - Clear Creek Watershed Steering Committee – Technical Advisory Committee
 - General Land Office
 - City of League City
 - City of Pearland
 - Brown & Gay Engineers
 - Freese and Nichols
 - LJA Engineering
 - Brazoria County Engineering
 - Daniel Scott Engineering
 - Galveston County Consolidated Drainage District
 - Harris County Flood Control District
 - Harris County Flood Control District – Dannenbaum Engineering
 - Coastal Bend Engineers
- Deputy Director of Engineering & Projects/“Drainage Guru” job has been posted; interviews to start soon



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 8/19/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Zone classification change request for a 156.4717 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.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is a request to change the zoning from Single Family Residential (SFR) and Planned Unit Development (PUD) (2019-11) to a revised Planned Unit Development (PUD) to allow a mix of residential lots. The subject property is between Friendswood Lakes and West Ranch subdivisions along the future Friendswood Lakes Boulevard, which is currently under design by Galveston County Engineering Division.

	PUD 2019-11	Current Proposal
Acreage	115	156.4717
Number of Lots	206	259
60ft lots	44 (22%)	66 (25%)
70ft lots	118 (57%)	134 (52%)
80ft lots	29 (14%)	0
90ft lots	15 (7%)	59 (23%)
Density	1.8	1.7
Amenities	2 ponds	2 ponds
Open Space	36.2 acres	41.2 acres

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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. 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.

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.

RECOMMENDATIONS

The Planning and Zoning Commission voted 4 to 2 (Guenther, Matranga opposed; Sasson absent) to approve the zone change request for Avalon at Friendswood; therefore, the Commission's recommendation is positive.

The primary reasons for opposition included:

- There is limited access to the amenity lakes for the majority of the homeowners since the lots surrounding the lakes extend to the water; only 55 lots have direct access out of the 259 total subdivision lots
- Percentages of lot sizes are not comparable to other PUD's
- 77% of the lots are below 90 ft. in width, the minimum for Single Family Residential.
- Lack of amenities – no trails, community ponds, small parks etc.; the two lakes being advertised as amenities are mostly limited to just some of the property owners (about 21%) with limited views for the remainder of the property owners. Other developments by the same developer have more amenities.

Reasons for approval include:

- Market conditions – the PUD provides a variety of lot sizes for our aging population and millennials who do not want large lots
- Meets the spirit of the law – density requirement for 90 ft lots is 2.7 units per acre; Avalon is proposing 1.7 units per acre
- Quality builder; Taylor Morrison has a strong track record of building homes that people want
- Meets the general purpose of Planned Unit Development that are included in our Zoning Ordinance
- Private streets

ATTACHMENTS

1. Avalon PUD Applications
2. Cleaves Deeds
3. Yellowstone Hill Country Ranching Deed
4. Metes and Bounds 59 ac

5. Metes and Bounds 97 ac
6. Avalon PUD Aerial Map
7. Avalon PUD Location Map
8. Avalon PUD Zoning Map
9. Residential Lot Size Comparison Sept 2019
10. Rezoning Report Avalon PUD Sept 19
11. PZ Rec Memo Zone Change Avalon at FW 09-25-19
12. Avalon at Friendswood Proposed Planned Unit Development (PUD)
13. Avalon Exhibit A Schematic Plan
14. Avalon Exhibit B Land Plan



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: 8/16/19

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: _____	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: 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 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: _____



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". The signature is written in dark ink and is positioned above a horizontal line.

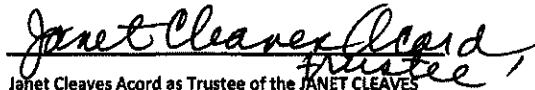
Janet Cleaves Acord

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

A handwritten signature in cursive script that reads "Janet Cleaves Acord" followed by "Trustee" written below the main signature. The signature is written in dark ink and is positioned above a horizontal line.

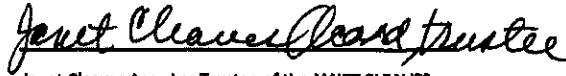
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

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

A handwritten signature in cursive script that reads "Janet Cleaves Acord" followed by "Trustee" written below the main signature. 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 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

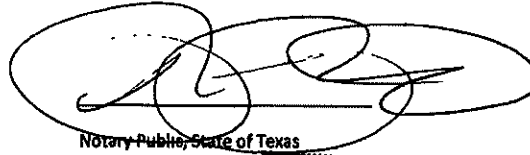
STATE OF TEXAS X

 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

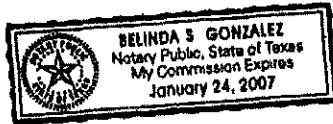
§
§
§

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

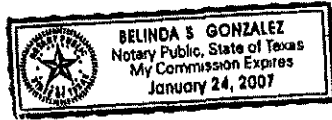
COUNTY OF Meeker

§
§
§

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,
 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 (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

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
241 Rosebud
Corpus Christi, TX 78404

THE STATE OF TEXAS

§
§
§

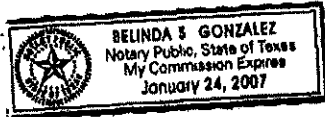
COUNTY OF Quezon

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

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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 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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 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
 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
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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 Mexico

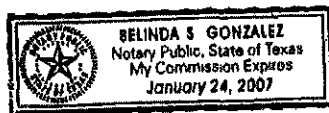
§
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§

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 §

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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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
 undivided 3 76840% of Grantor's undivided one-half (1/2) interest in and to the property
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GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

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

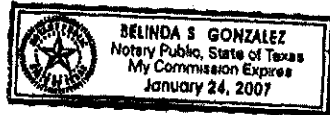
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

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
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

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")

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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

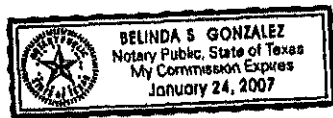
THE STATE OF TEXAS §
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After recording, please return to: **PAID**
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1200 Smith Street, Suite 1400
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0444582 01
000344-000000

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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 §
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COUNTY OF GALVESTON §

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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

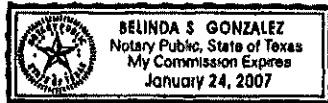
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

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;

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 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,
 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 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,
 minerals, reservations and remainders, and together with each and every right, privilege,
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 Property The term "Subject Property" shall refer to and include the property described in
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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

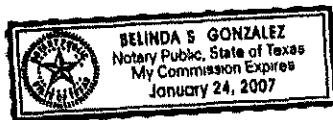
COUNTY OF Wheeler

§
§
§

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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 sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED,
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 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

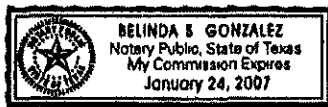
§
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foregoing instrument and acknowledged to me that he executed the same for the purposes
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July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

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

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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 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and
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 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:
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13055 Hunters Breeze
San Antonio, Texas 78230

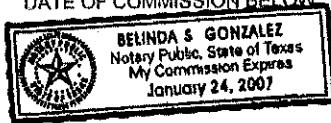
THE STATE OF TEXAS
COUNTY OF Harris

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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: *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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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 §

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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

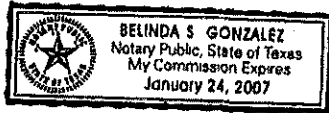
THE STATE OF TEXAS
COUNTY OF Harris

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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:
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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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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
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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 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

22

Brenda S. Gonzalez
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 Nueces

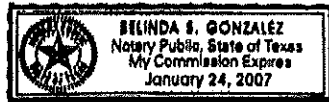
§
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration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

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

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
Wilbur R. Cleaves, Managing Partner *Trustee*

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

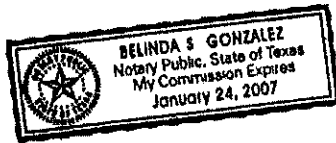
THE STATE OF TEXAS
COUNTY OF Harris

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

0475873 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 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
 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 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

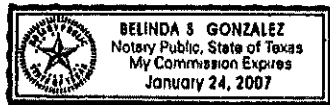
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration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

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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 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

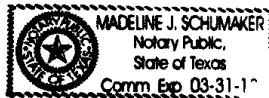
§

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

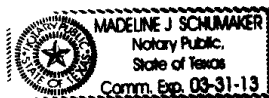
§

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

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GRANTEE.

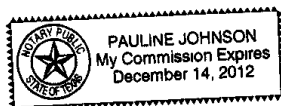
Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

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,

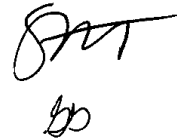
THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One 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

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



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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

 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



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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

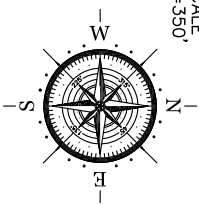
FEE \$76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS

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.

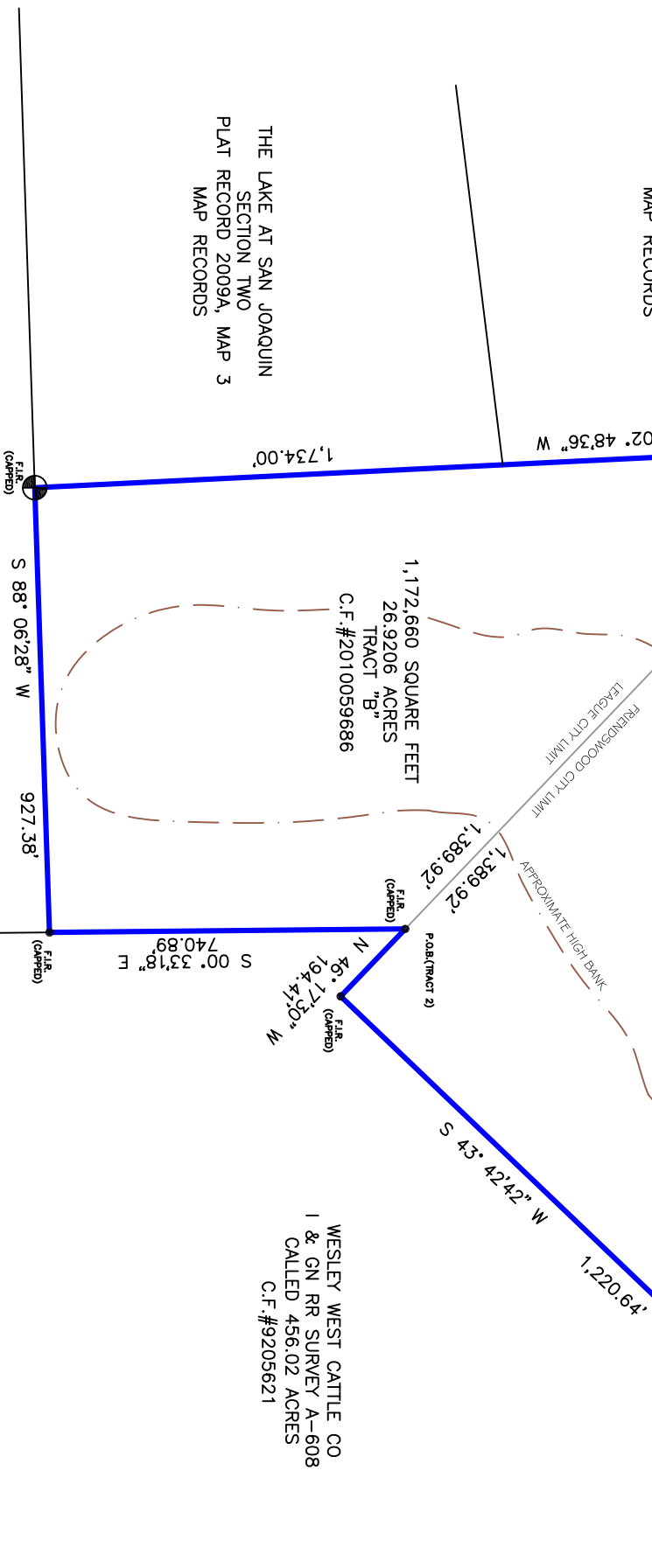
20' SANITARY SEWER & WATERLINE EASEMENT
GRANTED TO THE CITY OF FRIENDSWOOD
F.C.#008-95-1441(C.C.F.#931-6397)
F.C.#010-17-2242(C.C.F.#9523632)

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

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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:

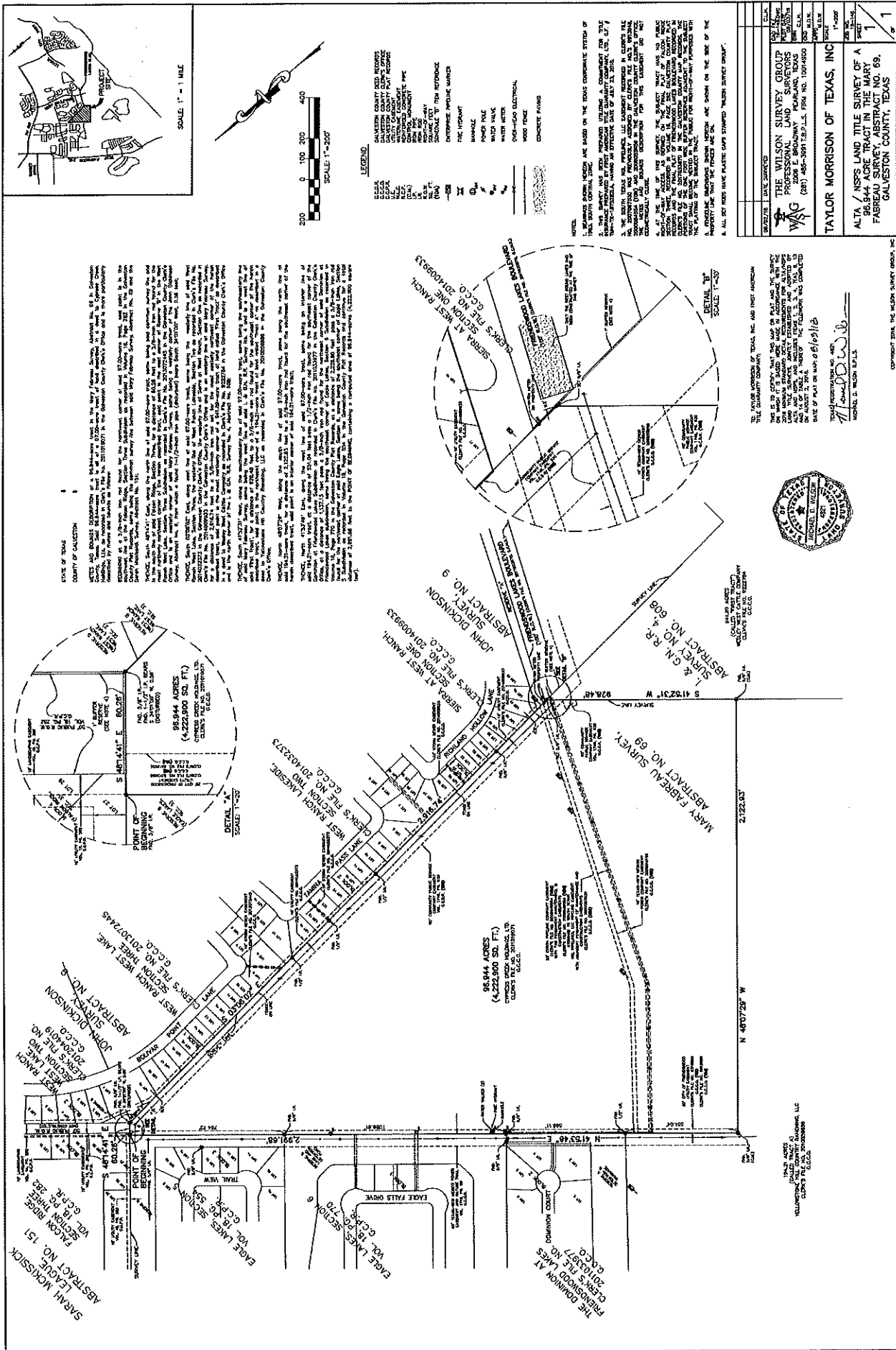
1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract 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.

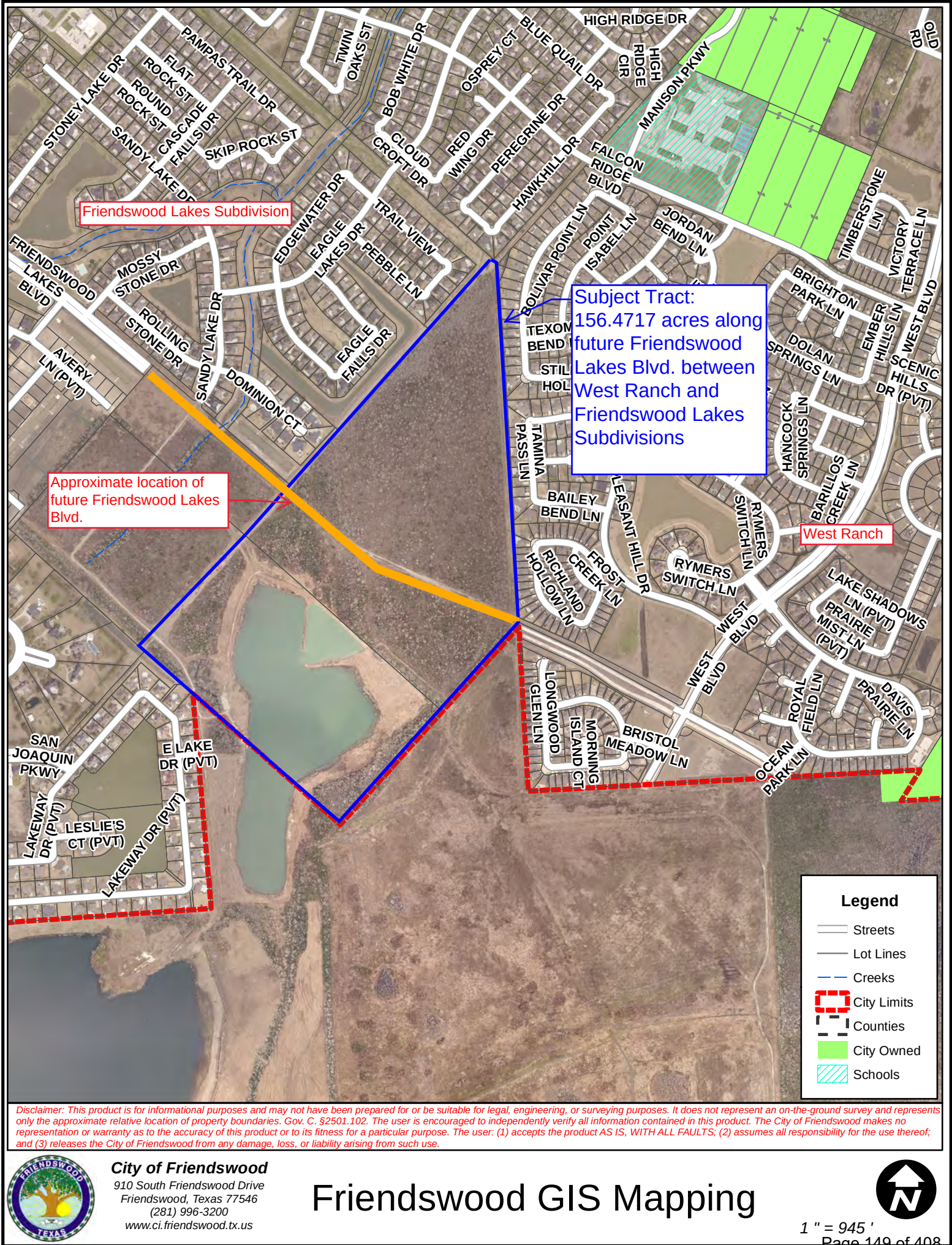
The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

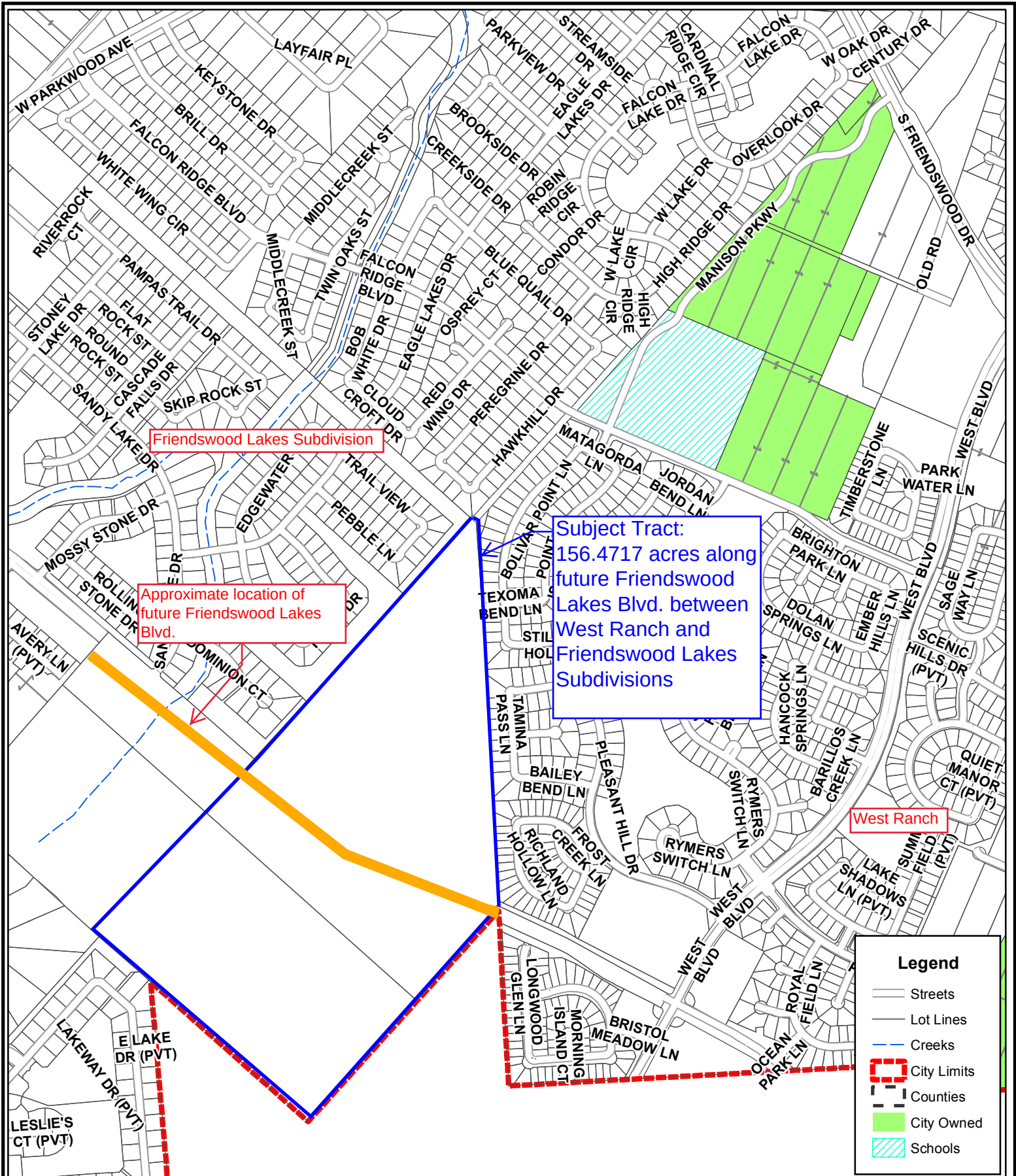

Michael D. Wilson, R.P.L.S.
Registration No. 4821

08/03/18









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.

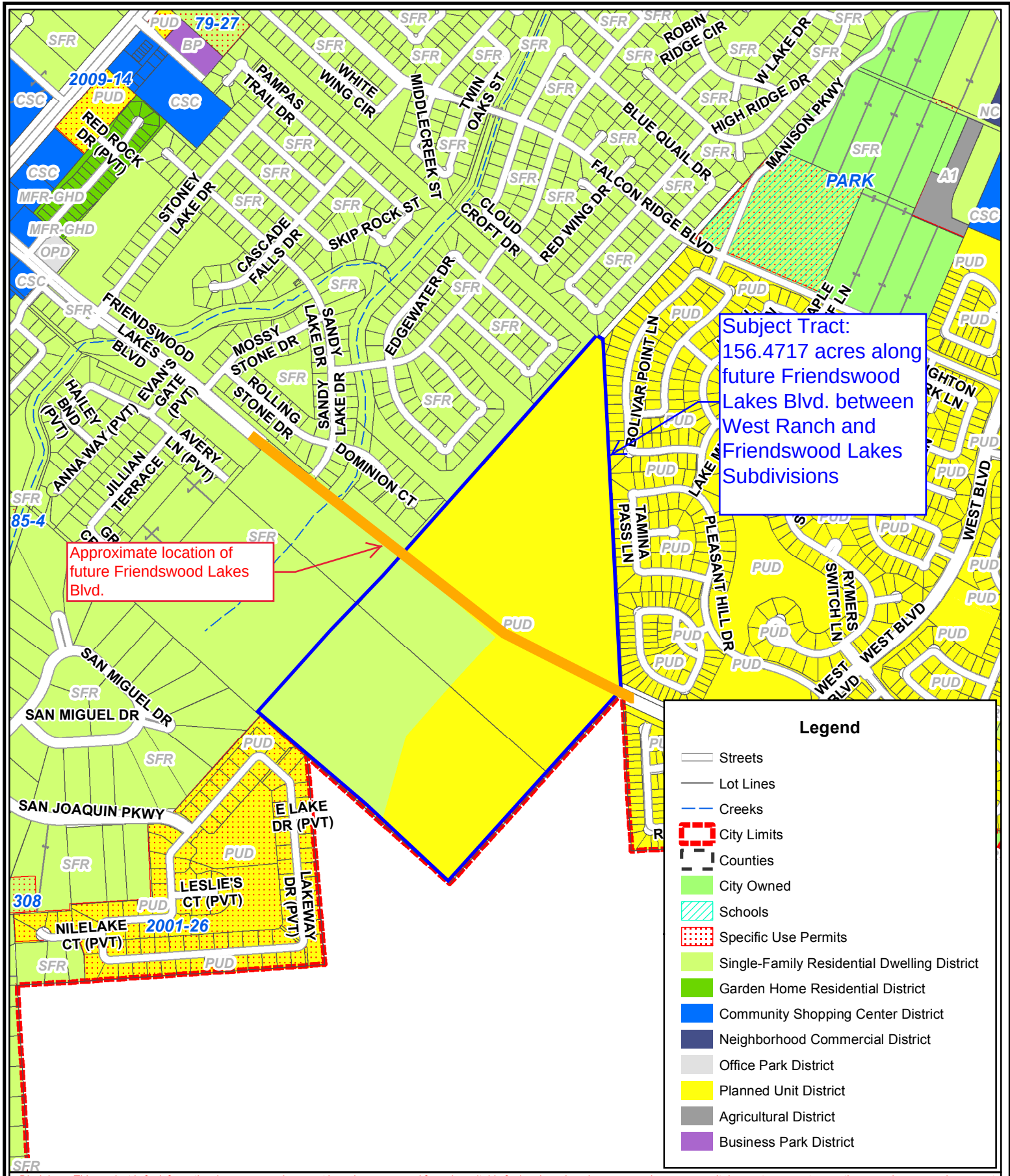


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'
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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.



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Friendswood GIS Mapping



1" = 1,039'
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LOT SIZE COMPARISON

Lot Size	West Ranch	Friendswood Trails	Proposed - Avalon	Friendswood Lakes	Sterling Creek
55'	12%	13%			
60'		17%	25%		
65'	27%	13%			
70'		25%	52%		
75'	17%				
80'	35%	21%			
85'	4%				
90'		10%	23%	100%	100%
120'	5%				
Total Lots	1497	424	259	232	141
Total Acres	691	264	156.4717	156	88
Green Space	25%	30%	41.2%	32%	23%
Lots per Acre	2.1	1.6	1.7	1.5	1.6
Features	• (2) rec centers w/pools • (2) amenity ponds • 54 acre park • Trail system	• (2) small parks • (4) amenity ponds • (15) pocket parks • Trail system (21,000LF)	• (2) amenity ponds	• Community pool • (4) amenity ponds • Tennis court	

Rezoning Report

August 2019

Project: Avalon at Friendswood (259 lot subdivision)

Address: 156.4717 acres along Friendswood Lakes Blvd. between West Ranch and Friendswood Lakes Subdivisions

Legal: 156.4717 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.

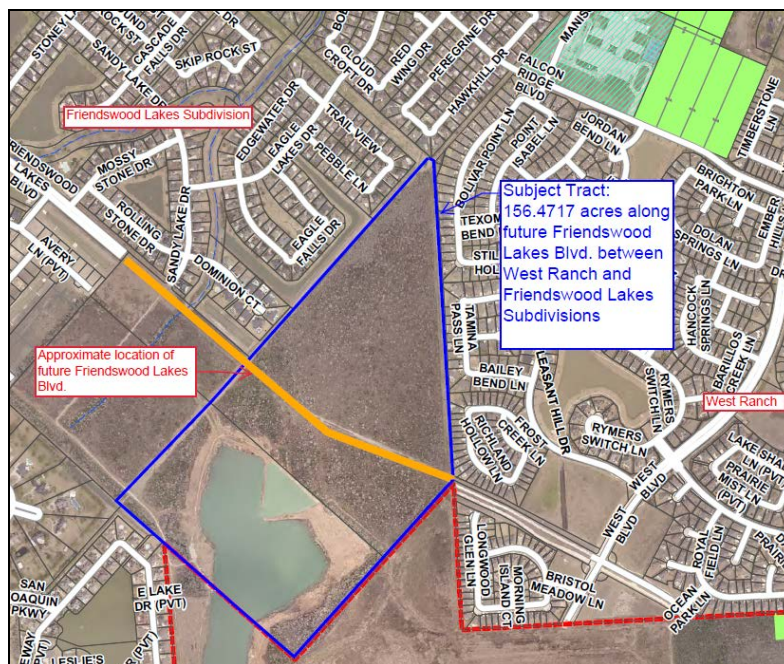
(b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a 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.

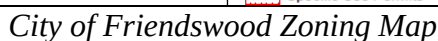


City of Friendswood GIS Aerial Map

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.

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.



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).

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.

3

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:

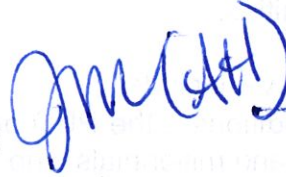
The property does not currently have road access. Development of the residential lots will be contingent upon the construction of Friendswood Lakes Blvd. The developer will be responsible for coordinating with Galveston County regarding completion of Friendswood Lakes Boulevard and access to the subject 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.

Memo

To: Mayor and City Council
From: Joe Matranga, P&Z Chairman
Date: September 25, 2019



Re: Zone Classification Change Request from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood"

156.4717 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, consisting of the following tracts:

96.944 acre tract 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

At the Planning and Zoning Commission meeting held September 12, 2019, following the Joint Public Hearing, the City of Friendswood Planning and Zoning Commission voted 4 to 2 (Guenther, Matranga opposed; Sasson absent) to approve the zone change request referenced above.

The primary reasons for opposition included:

- There is limited access to the amenity lakes for the majority of the homeowners since the lots surrounding the lakes extend to the water; only 55 lots have direct access out of the 259 total subdivision lots
- Percentages of lot sizes are not comparable to other PUD's

- 77% of the lots are below 90 ft. in width, the minimum for Single Family Residential.
- Lack of amenities – no trails, community ponds, small parks etc.; the two lakes being advertised as amenities are mostly limited to just some of the property owners (about 21%) with limited views for the remainder of the property owners. Other developments by the same developer have more amenities.

Reasons for approval include:

- Market conditions – the PUD provides a variety of lot sizes for our aging population and millennials who do not want large lots
- Meets the spirit of the law – density requirement for 90 ft lots is 2.7 units per acre; Avalon is proposing 1.7 units per acre
- Quality builder; Taylor Morrison has a strong track record of building homes that people want
- Meets the general purpose of Planned Unit Development that are included in our Zoning Ordinance
- Private streets

**AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT**

AMENDMENT NO. 1

± 156.47 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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 - c. Permitted Uses
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 - 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 $\pm$ 156.47 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
±156.47 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

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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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a schematic development plan for

AVALON AT FRIENDSWOOD

±156.47 ACRES OF LAND

prepared for

TAYLOR MORRISON

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PLANNING + DESIGN

SCALE
0 100 200 400

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

MTA-4711A
JULY 31, 2019

EXHIBIT
B

**Friendswood
Chamber of Commerce**



September 26, 2019

The Honorable Mayor Mike Foreman and Council Members
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

Re: 2019 Annual Report

It is our pleasure to update you and our City Council Members regarding the services that the Friendswood Chamber of Commerce provides the community. Current, new and potential residents are provided with information at no charge as a service of the Chamber. The following is information as stipulated in the contract.

"State of the City": This luncheon was held in March at New Hope Church. The Keynote speaker was Mayor Mike Foreman who updated our businesses on upcoming projects within the city as well as presenting Community Awards.

"Party on the Patio": This reception was held in May to honor our local businesses and Chamber Members. This is now an annual event that began with "Year of the Business" held at the Chamber office in partnership with the City of Friendswood Economic Development Committee.

"Hosted Candidates Forum" The Candidates Forum as held in April. The forum was featured on Face Book Live in partnership with TJ Aldus, I45 NOW. The Forum was also very well attended at the Chamber.

"Business and Health Care Expo": The Expo will be held in October. This is a premier opportunity to grow your business by providing Business to Business networking opportunities as well as Business to Consumer exposure, thereby making it the perfect event to showcase, advertise, and sell products and services. The Friendswood Chamber of Commerce presents this event in partnership with the City and area health care providers.

Referral Services/Newcomers: The Chamber provides referral services to the public regarding our city officials and departments. The Chamber also acts as a liaison to relay all information regarding the city and its services. This increases each year as the city continues to grow.

City Events/Services: The Chamber answers inquiry calls pertaining to events or services the City. This includes information regarding community services; youth sports programs, City Council schedules, Planning & Zoning Meetings, voting precincts, registration cards, FISD and CCISD Schools, weather, and water rationing. Chamber staff also relays Emergency Information for Harris and Galveston County as well as tax information for those counties. If the information for a specific department is at our disposal, we are delighted to relay it to the public. Otherwise; we refer callers to the appropriate departments with names and phone numbers.

The Chamber also acts as a source to e-mail important information out quickly to the city businesses. The Chamber partners with the Office of Emergency Management to relay information to local merchants regarding Emergency information. The Chamber also works with the Friendswood Police Department to educate local businesses in safety and crime prevention. These departments use our Board Room for their events.

City of Friendswood Maps: The Chamber answers many inquiries on the location of streets and gives directions. Maps are also given to the police, fire and city departments. During natural disasters, the Chamber has supplied maps to local insurance adjusters, FEMA representatives and utility companies.

Website: The website has links to the City of Friendswood, FISD and CCISD. Our website is used to relay information to citizens in an emergency. Now the community can post events on the Community Calendar. Membership and non-members can RSVP and pay for all our upcoming events online.

Meeting Room: A spacious meeting room is available to local organizations, the business community, city, and school districts. On average, our boardroom gets used 5 times a week. During the July 4th the city used the boardroom to host the dignitaries, July 4th volunteers, police, EMS and others.

The Chamber is grateful for the support from the City of Friendswood. The Chambers budget depends on membership dues and other non-dues income to fund our events associated with our Program of Work.

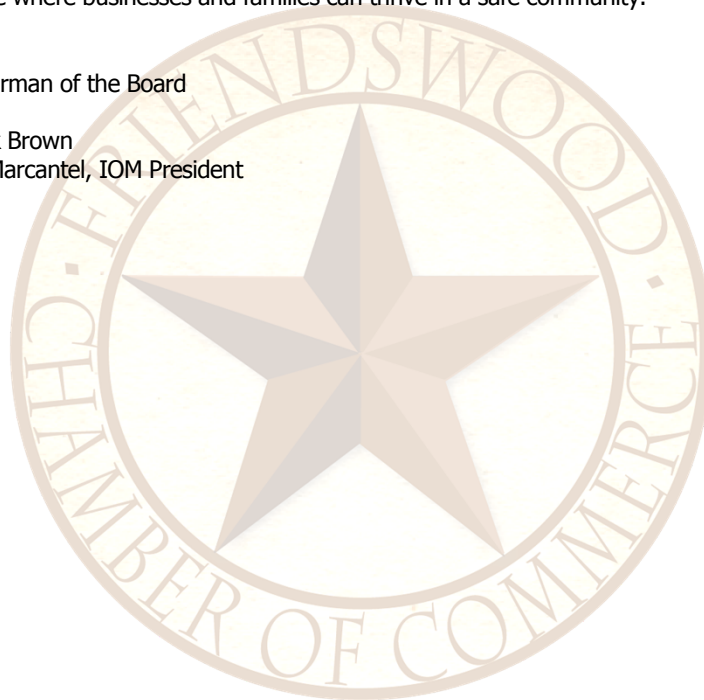
The Friendswood Chamber of Commerce has the charge of helping to assure a positive and nurturing environment for area businesses. Creating such an environment is a joint effort and we are fortunate to have many partners with the same vision. Chamber President, Carol Marcantel, attends Galveston County events, City Council and Emergency Management meetings and sits on the Economic Development Committee. She is a member of the Gulf Coast Chamber Executives, which promotes Friendswood throughout the state and attends July 4th meetings as liaison for the Chamber.

The commitment the Chamber has continued exhibit should be an incentive to other businesses to see that Friendswood's economic development is thriving, and business is great.

As the Chamber and the city grows, our Chamber remains ready and willing to work in partnership with the City of Friendswood, Friendswood ISD and Clear Creek ISD schools and the many organizations that make Friendswood a place where businesses and families can thrive in a safe community.

Sincerely,
Derrick Brown, Chairman of the Board

Reported by Derrick Brown
Prepared by Carol Marcantel, IOM President



WHAT IS A CHAMBER OF COMMERCE? A Chamber of Commerce is a voluntary organization of business and professional people dedicated to the economic wellbeing of their community by working for a healthy economic climate of good jobs, capital creation, and honest, efficient government.

- A Chamber's strength lies in the number and diversity of its membership. Both large and small businesses from virtually every profession are represented and influence the direction of the Chamber's programs. These programs are financed by membership investments in the Chamber.

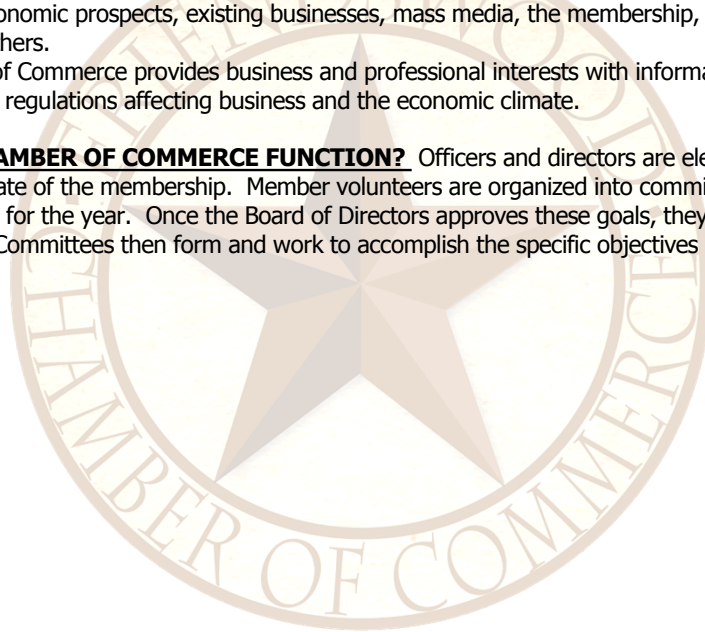
THE MEMBERS ARE THE CHAMBER. The more members the Chamber has, the better it can represent the business community. It accomplishes collectively what no one business can do alone.

- A Chamber of Commerce is **NOT** a department of local government, a social, civic, or charitable institution, nor a private advertising, publicity, or public relation agency.

WHAT DOES A CHAMBER OF COMMERCE DO? A Chamber of Commerce does what its membership wants it to do. Its basic function is that of economic development in a plan or philosophy accepted by its community. Community factors that affect economic development, such as education, transportation, and health care services, local, state, and federal government may come under the scrutiny and programs of the Chamber.

- Additional functions of the Chamber of Commerce include research and information; facts and information about the community and its activities; and market statistics. The Chamber disseminates these to a variety of populace economic prospects, existing businesses, mass media, the membership, newcomers, students, tourists, and others.
- The Chamber of Commerce provides business and professional interests with information on ordinances, legislation, and regulations affecting business and the economic climate.

HOW DOES A CHAMBER OF COMMERCE FUNCTION? Officers and directors are elected to choose policies based on the mandate of the membership. Member volunteers are organized into committees, which identify goals and programs for the year. Once the Board of Directors approves these goals, they become the Chamber's Program of Work. Committees then form and work to accomplish the specific objectives of the Program of Work.



Chamber of Commerce 2019 Calendar

Thursday, January 17th	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Saturday, January 19th	55 th Annual Chairman's Gala 6:00pm-11:00pm South Shore Harbour Resort & Conference Center
Thursday, January 31st	Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, February 7th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, February 21st	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, February 28th	Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Wednesday, March 6th	Galveston County Day at the Capital" Austin, Texas
Thursday, March 21st	Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, March 28th	32 nd Annual "State of the City" 11:00am-1:00pm New Hope Church, 108 W. Edgewood (2351)
Thursday, April 4th	19 th Annual "Membership Appreciation" Luncheon 11:00am-1:00pm Stevenson Park
Thursday, April 18th	Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, April 25th	33 rd Annual "Honors Luncheon" 11:00am-1:00pm Green Event Center, Friendswood
Thursday, May 2nd	Party on the Patio 5:00pm-7:00pm Chamber Office
Thursday, May 16th	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Saturday, May 18th	15 th Annual Friendswood Car & Bike Show 9:00am-4:00pm Stevenson Park
Tuesday, May 21st	Chamber 101 11:45am-1:00pm Chamber Office
Thursday, May 30th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, June 6th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, June 20th	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, June 27th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office

Thursday, July 4th	28 th Annual July 4 th Win a Truck Raffle Parade & Evening Fireworks Celebration
Thursday, July 18th	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, July 25th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, August 15th	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, August 29th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, September 5th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, September 19th	Business Expo Noon-6:00pm – First Baptist Church of Friendswood Family Activity Center
Thursday, September 26th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, October 3rd	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, October 10th	Golf Outing 3:00pm-6:00pm - Top Golf, 21401 Gulf Frwy, Webster
Thursday, October 17th	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Tuesday, October 22nd	Chamber 101 11:45am-1:00pm Chamber Office
Sunday, October 27th	20 th Annual "Halloween in the Park" 5:00pm-7:00pm Stevenson Park
Thursday, October 31st	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, November 7th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, November 21st	"Lunch & Learn" Networking Session 11:45am-1:00pm Chamber Office
Thursday, December 5th	General Membership "Christmas Luncheon" 11:00am-1:00pm Green Event Center, Friendswood
Tuesday, December 10th	4 th Annual "Sportsman's Dream" Raffle 6:00pm Chamber Office
Thursday, December 12th	24 th Annual "Trim a Tree" Open House 11:00am-2:00pm Chamber Office
Saturday, December 14th	33 rd Annual "Christmas Lighted Parade" Line Up: 5:00pm Parade Starts at 6:00pm

Dates, times and locations are subject to change. For updates, schedule changes and other Community Events, please visit the Chamber website at www.friendswoodchamber.com or call 281-482-3329.

Friendswood

Chamber of Commerce 2019 Program of Work



Ambassador Team

Chair Ambassador Team Meetings: David Torok, The Torok Law Firm

Co-Chair: Sarah Ferguson, Texan Bank

The Chair and Co-Chair along with the Board of Directors and staff work in promoting the Chamber by recruiting new Chamber Members, attending events held during the year and encouraging fellow Chamber Members to be involved in all events.

- Time commitment is priceless.

Chamber 101

Chair Chamber 101 Program: Chris Premont, Ron Carter Cadillac Hyundai

Co-Chair: Billy Enochs, Memorial Hermann Southeast Hospital

Encourage members to attend this event twice a year along with the Board of Directors, staff and the Ambassador Team Members. This meeting gives new and renewing members the opportunity to get involved in the programs and committees the Chamber has to offer.

Monthly Luncheons

Chair Luncheon Program: Derrick Brown, ACU of Texas

Co-Chair: Linda Fee, Better Homes and Gardens Real Estate - Gary Greene

- The Chairman of the Board is the M.C. during all luncheons.
- The Co-Chair will be M.C in the absence of the Chairman.

This is a budgeted event for the Chamber.

There is a charge for the luncheon of \$25.00.

Non-Chamber Members may attend one time before they join the Chamber.

\$250.00 Sponsorships include the business name highlighted and a spotlight table.

\$50.00 Spotlight tables are available.

- Held the first Thursday of the month, 11:30am – 1:00pm. Date may vary according to the program.
- Time commitment is approximately 2 hours per month.

Monthly "Lunch & Learn" Sessions

Chair Lunch & Learn Program: Linda McDonald, The Green Event Center

Co-Chair: Linda Fee, Better Homes and Gardens Real Estate - Gary Greene

- The Chair will welcome everyone and explain roundtable procedures.
- The Co-Chair will perform these duties in the absence of the Chairman.

There is no charge for this event.

\$100.00 Sponsorships are available and include a spotlight table during the lunch.

Non-Chamber Members can attend one time before they join the Chamber.

- Held the third Thursday of the month, 11:45am – 1:00pm. Date may vary according to the program.
- Time commitment is approximately 2 hours per month.

Monthly "Kick Start Your Day" Networking Breakfast

Chair Breakfast Program: Craig Kovacevich, UTMB Health

Co-Chair: Frank Harper, FJH Custodial Services

- The Chair will welcome everyone and explain roundtable procedures.
- The Co-Chair will perform these duties in the absence of the Chairman.

This is a budgeted event for the Chamber.

- \$10.00 for Chamber Members and \$12.00 for Non-Chamber Members.

Non-Chamber Members may attend one time before they join the Chamber.

\$100.00 Sponsorships are available and include a spotlight table during the breakfast.

- Held the last Thursday of the month, 7:30am – 9:00am. Date may vary according to the program.
- Time commitment is approximately 2 hours per month.

5th Annual "Friendswood Classic Car & Bike Show"

Chair: Chris Premont, Ron Carter Cadillac Hyundai

Chair Judges: Billy Enochs, Memorial Hermann Southeast Hospital

Co-Chair Judges: Craig Hall, VARC Solutions

The Chair and Co-Chairs will work together with staff and the Committee Members in organizing this event.

This is a budgeted fundraiser for the Chamber.

Sponsorships are available.

- Held on a Saturday in May, 9:00am – 4:00pm.
- Committee will begin meeting at the end of January.
- Time commitment: 4-6 one-hour meetings in preparation for the event
- Friday booth setup at Stevenson Park from 3:00am – 6:00pm
- Day of the event from 6:00am – 6:00pm

28th Annual "Win a Truck" Fundraiser

Chair Ticket Sales: Craig Hall, VARC Solutions

Co-Chair Day ticket sales: Derrick Brown, ACU of Texas

Co-Chair Night ticket sales: Frank Harper, FJH Custodial Services

The Chairman will work together with staff and the Committee Members in organizing this event.

This is a budgeted fundraiser for the Chamber.

The committee chooses the vehicle. Only Chamber Members may submit a quote.

Raffle tickets are issued to Chamber Members to sell. The community supports this event.

Raffle ticket prices are set at \$10.00 each or a book of 10 for \$100.00.

Sponsorships are available.

- Committee will begin meeting at the end of January.
- Booth setup the day before the event in Stevenson Park, 4:00pm – 5:30pm.
- Drawing is held on July 4th at approximately 9:00pm at Centennial Park.
- Time commitment is the day of the event from 8:00am – 9:30pm selling raffle tickets.

4th Annual "Sportsman Raffle"

Chair: Derrick Brown, ACU of Texas

Co-Chair: Ticket sales: David Torok, The Torok Law Firm

This is a budgeted fundraiser for the Chamber.

This event will Begin July 5th selling 500 \$100.00 tickets.

- Time commitment: 4-6 one-hour meeting for preparation
- Up to 10 hours the day of the drawing

22nd Annual "Swing into Fall" TOPGOLF Tournament

Chair: Frank Harper, FJH Custodial Services

Co-Chair: Sarah Ferguson, Texan Bank

Co-Chair: Andrea Webb, Moody National Bank of Friendswood

The Chair and Co-Chairs will work together with staff and the Committee Members in organizing this event.

This is a major budgeted fundraiser for the Chamber. Players are charged a set price by teams or individual golfers.

Non-Chamber Members may participate in this event. Sponsorships are available.

- This committee will begin meeting in July.
- Golf date is Thursday, October 10, 2019
- Held at Topgolf, 21401 Gulf Freeway
- Time commitment: 4-6 one-hour meeting in preparation for the event and day of event from 1:30pm – 7:00pm.

12th Annual "B.B.Q" Fundraiser for Door Prizes

- B.B.Q. sandwich, cookie and a drink are sold for a set price.
- Time commitment is the day of event from 8:00am – 2:00pm.

"Galveston County Day in Austin"

Chair: Derrick Brown, ACU of Texas

Co-Chair: Billy Enochs, Memorial Hermann Southeast Hospital

Held every other year in March - when legislators are in session. Work with area Chambers and hold a workshop with the City of Friendswood and Friendswood ISD on our legislative agenda.

Policy and Procedure / Serving Alcohol on the Chamber's Patio

Chair: David Torok, The Torok Law Firm
Co-Chair: Derrick Brown, ACU of Texas
Committee members are to work on this policy and procedure for future requests.

20th Annual "Halloween in the Park"

Chair Sit up/tear down in the Park: Craig Kovacevich, UTMB Health
Co-Chair: Derrick Brown, ACU of Texas
The Chair and Co-Chair will work together with staff and the Committee Members in organizing this event.
This is a major budgeted fundraiser for the Chamber.
Booths are \$50.00 for Chamber Members.
Participating businesses must be a Chamber Members.
Major Sponsors is TBD each year.

- Committee will begin meeting in September.
- Event is held the last Sunday in October in Stevenson Park.
- Time commitment is the day of event, 3:00pm – 9:00pm.

33rd Annual "Christmas Lighted Parade"

Chair Parade Line Up: David Torok, The Torok Law Firm
Co-Chair Parade Line Up: Linda McDonald, The Green Event Center
Chair Judges and setup in front of City Hall: Linda Fee, Better Homes and Gardens Real Estate - Gary Greene
The Chairman will work together with the staff and the Committee Members in organizing this event.
There is no charge for this event.
Major Sponsor: HomeTown Bank of Friendswood
The judges give awards in various categories.
This event is held the second Saturday in December.

- This committee will begin meeting in October and end the day of event.
- Time commitment: there will be 2-4 one-hour meeting to prepare for the parade and will require various times on Friday and Saturday, the weekend of, to prepare for the event.

55th Annual "Chairman's Gala"

Chair Gala Program: Derrick Brown, ACU of Texas
Chair Decorations: Andrea Webb, Moody National Bank of Friendswood
Co-Chair Decorations: Linda McDonald, The Green Event Center
Co-Chair Silent Auction Items: Sarah Ferguson, Texan Bank
The Chair and Co-Chairs will work together with staff and the Committee Members in organizing this event.
This is a budgeted event for the Chamber.
Attendees will be charged a set price per person.
Various Sponsorships are available.

- Held in mid-January.
- Committee will begin meeting in August.
- Time commitment: 6-10 one-hour meetings to prepare.
- Collecting auction items and door prizes.
- Day of event setup at 1:00pm and the evening from 5:00pm – midnight.

4th Annual "Business Expo"

Chair: Billy Enochs, Memorial Hermann Southeast Hospital
Co-Chair: Craig Kovacevich, UTMB Health
Chair Setup /Tear Down: Andrea Webb, Moody National Bank of Friendswood
Co-Chair Setup /Tear Down: Linda Fee, Better Homes and Gardens Real Estate - Gary Greene
This is a budgeted event for the Chamber.
Chamber Members will be charged a set price per booth. The Chair and Co-Chair will work together with staff and the Committee Members in organizing this event.
Various Sponsorships are available.

- Committee will begin meeting in April.
- Time Commitment: 4-6 one-hour meeting for preparation and the day of form 11:30am to 8:00pm
- Find a location, setup room, sell booth space and sponsorships.

By-Laws Article VIII, Committee:

Chair: Derrick Brown, ACU of Texas

The following standing committees shall be appointed in October for the following calendar year:

Nominating Committee:

Chair: Derrick Brown, ACU of Texas

This committee will meet when the Chairman needs to review open positions on the Board. Consisting of three Board of Directors and two non-Board Members, Executive Officers and President

Budget Committee:

Executive Officers, President and CPA Firm

This committee will meet in October after the Annual Retreat to review and prepare a budget for the new year.

Retail & Economic Development Committee:

Chair: Derrick Brown, ACU of Texas

This committee will review the Program of Work to make sure the Chamber is meeting the needs of the membership.

Education Committee:

Chair: Derrick Brown, ACU of Texas

This committee will review the Friendswood Chamber of Commerce Scholarship Fund to meet the needs of the Chamber's annual Honors luncheon.

Membership Committee:

Chair: Derrick Brown, ACU of Texas

This committee will review the Program of Work to make sure the Chamber is meeting the needs of the Membership.

Special Events Committee:

Chair: Derrick Brown, ACU of Texas

This committee will review the Program of Work to make sure the Chamber is meeting the needs of the Membership.

Advisory Committee:

This committee consists of individuals who bring unique knowledge and skills such as the Past Chairman of the Board. The advisory committee does not have formal authority to govern the organization, that is, the advisory committee cannot issue directives which must be followed. Rather, the advisory committee serves to make recommendations and/or provide key information to the Board of Directors. This committee will meet when the Chairman of Board calls for a special meeting to discuss matters at hand.

- Allan Rasmussen, HomeTown Bank of Friendswood, Downtown
- Rebecca Lilley, Memorial Hermann Southeast Hospital
- William Rearick, Moody National Bank of Friendswood
- Robert Rinehart, American National Insurance
- Cary Haskel, Amsoil
- Dwight Potter, Potter's Liquor Store
- Derrick Brown, ACU of Texas

**Friendswood Chamber of Commerce
Profit & Loss Budget Performance**

ACCA FY 2019			
	2017 Budget	2018 Budget	2019 Budget
Income			
Sportsman Raffle			
Sportsman Raffle			
Raffle Ticket Sales	20000	40,000.00	40,000.00
Total	20,000.00	40,000.00	40,000.00
Business Expo			
Business Expo			
Booth	6000	10000	11000
Sponsors	3000	3000	3000
Door Ticket Sales	1000	1000	1000
Total	10,000.00	14,000.00	15,000.00
Membership			
Renewals	110,000.00	105,000.00	105,000.00
New Members	20,000.00	20,000.00	20,000.00
Total	130,000.00	125,000.00	125,000.00
Chairman's Gala			
Gala Revenue - Current Year	10,000.00	10,000.00	10,000.00
Gala Revenue - Ensuing Year	10,000.00	10,000.00	10,000.00
Gala Sponsors - Current Year	2,500.00	2,500.00	2,500.00
Gala Sponsors - Ensuing Year	2,500.00	2,500.00	2,500.00
Total	25,000.00	25,000.00	25,000.00
Golf Tournament			
Golf Door Prizes	3500	3500	3500
Golf Teams	12000	9500	7000
Golf Sponsor	7000	7000	4500
Golf Revenue			
Total	22500	20000	15000
Directory			
Royalty	6000	6000	6000
Total	6000	6000	6000
July 4th Raffle			
Ticket Sales	45000	45000	45000
Sponsors	1500	1500	1500
Total	46500	46500	46500

**Friendswood Chamber of Commerce
Profit & Loss Budget Performance**

AQ04PBL525 AA77A5AAA6		2017 Budget	2018 Budget	2019 Budget
Network Breakfast				
	Revenue	1000	2000	2000
	Sponsors	500	0	0
	Total	1500	2000	2000
Stars, Maps & Flags				
	Police signs	0	0	0
	Flags Sold	0	0	0
	Total	0	0	0
Car & Bike Show				
	Car Show Sponsors	12500	12500	11000
	Car Show Entry Fees	4000	4000	4000
	Total	16500	16500	15000
Holidays				
	Christmas Sponsor	1000	1000	1000
	Halloween Sponsor	1500	1500	1500
	Halloween Booth Revenue	2500	2500	2500
	Total	5000	5000	5000
Brown Bag Lunch				
	Sponsor	0	0	0
	Total	0	0	0
Other support				
	E-News Revenue	3000	3000	3000
	City Contract	20000	20000	20000
	Board Room Rent	10000	10000	8000
	Other Income	1000	1000	1000
	Interest Earned	0	0	0
	Total	34000	34000	32000
Leadership Revenue		0	0	0
Luncheon				
	Meal Revenue	15000	15000	17000
	Sponsorship	2500	2500	3500
	Spotlight Table	1000	1000	1000
	Total	18,500.00	18,500.00	21,500.00
Total Income		335,500.00	352,500.00	348,000.00

**Friendswood Chamber of Commerce
Profit & Loss Budget Performance**

AQ0047525	2017 Budget	2018 Budget	2019 Budget
Expenses			
Business Expo Expense			
Business Expo Expenses	5000	8000	6000
Total	5,000.00	8,000.00	6,000.00
Sportsman Raffle			
Sportsman Raffle Expenses	10000	25,000.00	25,000.00
Total	10,000.00	25,000.00	25,000.00
Membership Expense			
Awards, Plaque	1500	1500	1500
Other	0	0	0
Total	1500	1500	1500
Chairmans Gala	0	0	0
Chairmans Gala Current Year	10000	10000	10000
Chairmans Gala Ensuing Year	5000	5000	5000
Total	15000	15000	15000
Golf Tournament			
Golf Raffle	1000	1000	1000
Golf Expenses	9000	9000	8800
Total	10000	10000	9800
July 4th Raffle			
Printing, Signs, Banner, Photo	1500	1500	1500
Prize	25000	25000	25000
Incentives, Misc	800	800	800
Total	27300	27300	27300
Car & Bike Classic	5000	5000	4500
Holidays			
Halloween in the Park	700	900	700
Christmas Parade	100	0	0
Total	800	900	700
Leadership Expense	0	0	0
Luncheons			
Meal Costs	12000	12000	12000
Room Charge	2500	2500	1800
Total	14500	14500	13800
Network Breakfast			

**Friendswood Chamber of Commerce
Profit & Loss Budget Performance**

AQ001B1525	2017 Budget	2018 Budget	2019 Budget
Support Services			
Auto Expense	1,800.00	1,800.00	2,200.00
Advertising	1,200.00	1,200.00	1,200.00
Bank Charges	100	100	100
Building - Depreciation	9,600.00	7,200.00	4,800.00
Building - Interest	4,800.00	3,600.00	3,300.00
Building - Utilities	4,200.00	4,200.00	4,200.00
Computer Expenses	2,300.00	2,300.00	2,300.00
Copier Expenses	3,000.00	3,000.00	1,500.00
Continuing Education	500.00	500.00	500.00
Credit Card Collection	2,000.00	2,000.00	2,500.00
Dues & Subscriptions	2,000.00	2,000.00	2,000.00
Equipment Rental	4,200.00	4,200.00	6,000.00
Insurance - General	21,700.00	21,700.00	15,000.00
Legal & Professional	4,500.00	5,000.00	5,000.00
Meals & Entertainment	2,000.00	2,000.00	2,500.00
Office Supplies	4,000.00	4,000.00	6,000.00
Postage	2,500.00	2,500.00	2,000.00
Repairs & Maintenance	9,000.00	9,000.00	9,000.00
Salary & Wages	148,000.00	150,000.00	155,300.00
Staff Bonus	2,500.00	2,500.00	2,500.00
Telephone	4,500.00	4,500.00	4,500.00
Taxes - Other	0.00	0	0
Taxes - Payroll	12,000.00	12,000.00	12,000.00
POA Expense	0.00	0.00	0.00
Harvey Flood Expense			
Total	246,400.00	245,300.00	244,400.00
Total Expenses	335,500.00	352,500.00	348,000.00

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/25/2019

Prepared by: Katina Hampton, Director of Administrative Services

Subject: Discussion and possible action regarding approval of financing for Public Works, Parks and Recreation and Friendswood Volunteer Fire Department (FVFD) capital equipment and authorize the Mayor to execute the financing documents.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Included in the FY20 proposed budget are the following decision packages with estimated cost of \$1,019,000 for capital equipment for the FVFD and in the Public Works and Parks and Recreation Departments to replace heavy equipment that has exceeded its useful life, improve in-house preventive maintenance of the City's streets and utilities infrastructure.

FVFD: Ambulance (\$203,000)

Public Works: Side Steer Loader (\$101,000), Streets Sweeper & Vacuum Unit (\$205,000), Vacuum/Jet Combination Sewer Truck (\$450,000)

Parks & Recreation: 1 Ton Dump Truck (\$60,000)

Based on the amount of funding needed, 5-year financing options were explored.

Amegy Bank and Branch Banking and Trust (BB&T) provided financing proposals.

Financial Institution	5 Year Interest Rate
Amegy Bank	2.18%
BB&T	2.08%

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The financing option allows repayment of the expense over time to even out potential spikes in the City's tax rate related to full payment at time of purchase.

RECOMMENDATIONS

Staff recommends the the Mayor be authorized to sign a lease/purchase agreement with Branch Banking and Trust (BB&T) to finance \$1,019,000 over 5 years.

ATTACHMENTS

1. Amegy Bank
2. Branch Banking and Trust Company (BB&T)

City of Friendswood, Texas

\$1,019,000 Equipment Lease Agreement, Series 2019
Dated October 15, 2019

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City of Friendswood, Texas

\$1,019,000 Equipment Lease Agreement, Series 2019

Dated October 15, 2019

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/15/2019	-	-	-	-	-
03/01/2020	206,000.00	2.180%	8,392.03	214,392.03	214,392.03
03/01/2021	197,000.00	2.180%	17,723.40	214,723.40	214,723.40
03/01/2022	201,000.00	2.180%	13,428.80	214,428.80	214,428.80
03/01/2023	205,000.00	2.180%	9,047.00	214,047.00	214,047.00
03/01/2024	210,000.00	2.180%	4,578.00	214,578.00	214,578.00
Total	\$1,019,000.00	-	\$53,169.23	\$1,072,169.23	-

Yield Statistics

Bond Year Dollars	\$2,438.96
Average Life	2.393 Years
Average Coupon	2.1800000%
Net Interest Cost (NIC)	2.1800000%
True Interest Cost (TIC)	2.1823968%
Bond Yield for Arbitrage Purposes	2.1823968%
All Inclusive Cost (AIC)	2.1823968%

IRS Form 8038

Net Interest Cost	2.1800000%
Weighted Average Maturity	2.393 Years

City of Friendswood, Texas

\$1,019,000 Equipment Lease Agreement, Series 2019
Dated October 15, 2019

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
03/01/2024	Term 1 Coupon	2.180%	2.180%	1,019,000.00	100.000%	1,019,000.00
Total	-	-	-	\$1,019,000.00	-	\$1,019,000.00

Bid Information

Par Amount of Bonds	\$1,019,000.00
Gross Production	\$1,019,000.00
Bid (100.000%)	1,019,000.00
Total Purchase Price	\$1,019,000.00
Bond Year Dollars	\$2,438.96
Average Life	2.393 Years
Average Coupon	2.1800000%
Net Interest Cost (NIC)	2.1800000%
True Interest Cost (TIC)	2.1823968%



City of Friendswood, Texas
Lease Purchase Financing, Series 2019
Summary of Terms and Conditions
September 9, 2019

TRANSACTION SUMMARY

Borrower:	City of Friendswood, Texas
Lender:	Amegy Bank a division of Zions Bancorporation, N.A.
Principal:	\$1,019,000
Purpose:	Equipment
Security/Source of Repayment:	The Lease will constitute a direct obligation of the City to annually appropriate funds for repayment of principal and interest with a security interest in the equipment.
Tax Status:	Tax Exempt
Bank Qualified:	Bank Qualified
Closing Date:	Closing is expected to occur on October 15, 2019.

TRANSACTION DETAILS

Financing Term:	Five (5) years
Amortization:	Annual principal and interest payments on March 1 of each year beginning March 1, 2020 through March 1, 2024 or prior redemption.
Fixed Interest Rate:	TIC: 2.18%
Rate Lock:	Quoted rate is fixed for 60 days. If closing does not occur within 60 days from the bid date, rates would reset to the prevailing market rate.
Prepayment Option:	The lease may be prepaid, in whole or in part, anytime at par plus accrued interest with 30 days' prior written notice.
Bank Fees:	None.
Paying Agent:	Paying agent services are provided at no additional cost.
Other Fees:	None.
Bank Counsel:	No legal fees as in-house counsel is used. This proposal is subject to final in-house legal review.
Credit Approval:	This proposal has been approved by our credit manager but is subject to final credit approval.



OTHER TERMS/CONDITIONS:

Usual and customary conditions to issuance of the financing including:

- Bond Opinion - addressed to Zions Bancorporation, N.A., satisfactory to the Purchaser dated the date of closing relating to the legality and validity of the issuance and the excludability of interest on the issuance from gross income of the holders thereof for federal tax purposes.
- Ordinance of Governing Body.
- Borrower's counsel's opinion including no adverse litigation and no adverse contracts (for non-general obligation bonds).
- Certificate from authorized officers of the Borrower, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Borrower contained in the Purchase Agreement (if any) are true and correct when made and as of the closing.
- IRS Form 8038-G.
- Certificate as to non-arbitrage or tax certificate in form and substance acceptable to the Purchaser with representation as to tax-exemption of interest payments and reasonable expectations of the Borrower.

Role of Bank as Purchaser: The Purchaser is acting solely for its own account and presently intends to hold the loan until maturity. The Purchaser is not a fiduciary for the Borrower or broker, dealer, municipal securities underwriter or municipal advisor. Purchaser has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Borrower with respect to the proposed issuance. Borrower shall represent in the documentation that Borrower has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance from its financial, legal and other advisors (and not Purchaser) to the extent that Borrower desired to obtain such advice.

Purchaser Restrictions: The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the issuance. The Purchaser will sign an Investor Letter acknowledging the same, at the request of the Borrower.

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
(704) 954-1700
Fax (704) 954-1799

September 25, 2019

Ms. Katina Hampton, MBA, CGFO
Director of Administrative Services
City of Friendswood, Texas

Via Electronic Mail: KHampton@ci.friendswood.tx.us;

Re: Lease Purchase Financing

Dear Ms. Hampton:

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the financing requested by the City of Friendswood, Texas (the “City”).

- (1) **Project:** Various Vehicles and Equipment
- (2) **Amount To Be Financed:** \$1,019,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

Maturity	Rate
Five (5) Years	2.08%

Payments shall be annual in arrears, or as requested. Please see the attached amortization schedule for additional information. The interest rate stated above is valid for a closing not later than November 8, 2019. The financing documents shall allow prepayment of the principal balance in whole at any time at par. Closing of the financing is contingent upon completing documentation acceptable to BB&T.

If necessary, the financing proceeds shall be deposited on behalf of the City in a project fund account with Branch Banking & Trust Company. Earnings on the project fund shall accrue to the benefit of the City for use on Project costs or interest payments.

Remuneration for our legal review and underwriting expenses for this financing transaction shall be \$0. All applicable costs of counsel for the City and any other costs shall be the City’s responsibility and separately payable by the City.

The stated interest rate assumes that the City expects to borrow less than \$10,000,000 in calendar year 2019 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3) as they may pertain to the Lease Purchase, and in accordance with Texas state

statutes. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

Please note that BB&T will disperse loan proceeds via wire or check, allowing a maximum of four (4) disbursements per transaction.

(4) Financing Documents:

BB&T and its counsel shall prepare all documentation for the City. This financing shall be secured by a first lien security interest in all personal property acquired with proceeds.

* * * * *

BB&T appreciates the opportunity to provide this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer. Should BB&T be the winning proposer, we have included a resolution approving the financing terms for the governing body's consideration.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (704) 954-1706 with your questions and comments. We look forward to hearing from you.

Sincerely,

Branch Banking & Trust Company



Mary Parrish Coley
Senior Vice President

City of Friendswood, Texas
Lease Purchase Finance for Various Vehicles and Equipment
Sample Payment Schedule
Five (5) Years; Annual Payments in Arrears
Nominal Annual Rate: 2.080 %

	Date	Payment	Interest	Principal	Balance
Loan	09/25/2019				1,019,000.00
2019 Totals		0.00	0.00	0.00	
1	09/25/2020	216,691.62	21,195.20	195,496.42	823,503.58
2020 Totals		216,691.62	21,195.20	195,496.42	
2	09/25/2021	216,691.62	17,128.87	199,562.75	623,940.83
2021 Totals		216,691.62	17,128.87	199,562.75	
3	09/25/2022	216,691.62	12,977.97	203,713.65	420,227.18
2022 Totals		216,691.62	12,977.97	203,713.65	
4	09/25/2023	216,691.62	8,740.73	207,950.89	212,276.29
2023 Totals		216,691.62	8,740.73	207,950.89	
5	09/25/2024	216,691.62	4,415.33	212,276.29	0.00
2024 Totals		216,691.62	4,415.33	212,276.29	
Grand Totals		1,083,458.10	64,458.10	1,019,000.00	

Resolution Approving Financing Terms

WHEREAS: The City of Friendswood, Texas (the “City”) has previously determined to undertake a project for the purchase of various vehicles and equipment, and the director of administrative services has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated September 25, 2019. The amount financed shall not exceed \$1,019,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.08% and the financing term shall not exceed five (5) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Lease Purchase Agreement and a Project Fund Agreement as BB&T may request.
3. The director of administrative services is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The director of administrative services is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the director of administrative services shall approve, with the director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be

advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____ 2019.

By: _____
Title: _____

By: _____
Title: _____

CITY SEAL

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/3/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-27**: A resolution of City of Friendswood, Texas, declaring October 7, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Select second-grade students from Westwood Elementary will be participating in the Council meeting to take part in a mock governance simulation. These students will step up to the dais to replace the Mayor, City Council, and Staff. They will consider and vote on a resolution declaring October 8, 2019, as Westwood Elementary Day in Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To show the students government in action.

RECOMMENDATIONS

ATTACHMENTS

1. R2019-27 Westwood Elementary School Day

RESOLUTION NO. R2019-27

**A RESOLUTION OF CITY OF FRIENDSWOOD, TEXAS,
DECLARING OCTOBER 7, 2019 AS WESTWOOD
ELEMENTARY SCHOOL DAY IN THE CITY OF
FRIENDSWOOD, TEXAS.**

* * * * *

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FRIENDSWOOD, TEXAS, THAT OCTOBER 7, 2019 IS HEREBY DECLARED AS
WESTWOOD ELEMENTARY SCHOOL DAY IN FRIENDSWOOD, TEXAS.**

PASSED, APPROVED AND ADOPTED this the 7th day of October, 2019.

Mike Foreman
Mayor

Attest:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 8/28/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-28**: A resolution of the City of Friendswood, Texas, hereby designating Sally Branson as representative and Mike Foreman as alternate to the Houston – Galveston Area Council 2020 General Assembly and Board of Directors.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Every year at this time, H-GAC requests that Council appoint a member of the governing body to be a representative and one member to be an alternate to the H-GAC General Assembly and Board of Directors. This representative will also be the General Assembly delegate and will also be designated to serve on H-GAC's Board of Directors.

Councilmember Sally Branson is currently serving as representative and Councilmember Mike Foreman is serving as alternate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

H-GAC is the regional organization through which local governments consider issues and cooperate in solving area wide problems. Representation in this organization helps bring the needs of Friendswood to the forefront.

RECOMMENDATIONS

Appoint a Councilmember as representative and another as an alternate member to the H-GAC 2020 General Assembly and Board of Directors.

ATTACHMENTS

1. R2019-28 H-GAC Representative 2020
2. H-GAC Letter

RESOLUTION NO. R2019-28

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, HEREBY DESIGNATING SALLY BRANSON AS REPRESENTATIVE AND MIKE FOREMAN AS ALTERNATE TO THE HOUSTON – GALVESTON AREA COUNCIL 2020 GENERAL ASSEMBLY AND BOARD OF DIRECTORS.

* * * * *

BE IT RESOLVED, by the City Council of Friendswood, Texas, that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the remainder of the year 2020:

Representative: Sally Branson

Alternate: Mike Foreman

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the remainder of the year 2020.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED, APPROVED AND RESOLVED, this the 7th day of October, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary



September 5, 2019



The Honorable Mike Foreman
Mayor
City of Friendswood
910 S Friendswood Dr
Friendswood, TX 77546-4856

Dear Mayor Foreman:

I am writing regarding the appointment of City of Friendswood's representative to H-GAC's 2020 General Assembly and Board of Directors.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not in excess of 99,999 according to the last preceding Federal Census (2010) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I have enclosed the appropriate form for your convenience. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

The 2020 designated representatives begin their terms of office on the first of January 2020.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 714-993-4514 or Rick Guerrero at 713-993-4598. Thank you for your help in selecting H-GAC's 2020 General Assembly and Board of Directors.

Sincerely,

Chuck Wemple

CW/cj

Enclosure
cc: City Secretary

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2020 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the City Council of Friendswood, Texas that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2020:

REPRESENTATIVE _____

ALTERNATE _____

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2020.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 8/15/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-29**: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Galveston Central Appraisal District for 2020-2021.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 01, 2020, through December 31, 2021. Friendswood, with 102 votes, does not have enough votes to elect any one individual to the board. It requires 834 votes to elect. The casting of the city's 102 votes should be determined by City Council by adopting a resolution. Each voting unit is entitled to nominate (1) one candidate for each five (5) positions to be filled.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Our votes must be pooled with others in order to be effective and to ensure a member is elected on which we can rely to represent the City's interests.

RECOMMENDATIONS

Nominate members to the Board of Directors of the Galveston Central Appraisal District.

ATTACHMENTS

1. R2019-29 GCAD Nominees
2. Current GCAD Board of Directors
3. Galveston Central Appraisal District letter and nomination form

RESOLUTION NO. R2019-29

**A RESOLUTION OF THE CITY OF FRIENDSWOOD,
TEXAS, GALVESTON/HARRIS COUNTIES, SUBMITTING
A NOMINATION(S) TO THE BOARD OF DIRECTORS OF
THE GALVESTON CENTRAL APPRAISAL DISTRICT FOR
2020-2021.**

* * * * *

WHEREAS, the Texas Property Tax Code requires that Galveston Central Appraisal District Directors be elected officials; and

WHEREAS, each taxing entity is entitled to nominate a candidate for a position to be filled; and

WHEREAS, the nomination must be done in open session and submitted by the presiding officer to the chief appraiser.

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. The City Council of the City of Friendswood, Texas, hereby submits the following nominee(s) for Board of Directors for 2020-2021, for a two-year term commencing on January 01, 2020, and extending through December 31, 2021.

Name	Address	Phone number
Name	Address	Phone number

Name	Address	Phone number
------	---------	--------------

Name	Address	Phone number
------	---------	--------------

Name	Address	Phone number
------	---------	--------------

Section 3. That the Mayor is hereby authorized and directed to deliver or cause to be delivered a copy of this resolution to the chief appraiser.

PASSED, APPROVED, AND ADOPTED this the 7th day of October, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Board Members

The Appraisal District Board of Directors Role in the Property Tax System

The local property tax system follows the principle of checks and balances. An appraisal district board of directors establish the appraisal district office, hire a chief appraiser, have board meeting at least once each calendar quarter and adopt the CAD's annual operating budget before Sept. 15th after fulfilling notice requirements and holding a public hearing.

The directors have no authority to set values or appraisal methods. The chief appraiser carries out the appraisal district's legal duties, hires the staff, makes the appraisals and operates the appraisal office.

The board of director's meeting is held at the appraisal district every 2nd Wednesday of the month at 3:30pm, if needed.

Board Member	Title
Donald Gartman	Chairman
Bruce Clawson	Secretary
Mary Trish Hanks	
Roney McCrary	
Thomas E. Farmer	

Board Member	Title
Cheryl E. Johnson	Member Ex Officio

Board Meeting Agendas

Regular Meeting 09/11/2019 (/data/_uploaded/file/BoD/02%20Corrected%20Agnda%2009-11-2019%20posting%20reg.pdf)

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GALVESTON CENTRAL APPRAISAL DISTRICT

Tommy Watson, Chief Appraiser

9850 Emmett F. Lowry Expressway, Suite A - Texas City, Texas 77591
Telephone: (409) 935-1980 or toll-free (866) 277-4725
Fax: (409) 935-4319

August 09, 2019

The Honorable Mike Foreman
Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546



Dear Mayor Foreman:

This is selection year for the Board of Directors of the Galveston Central Appraisal District. The Board of Directors consists of five members who will serve two-year terms, beginning January 1, 2020 through December 31, 2021.

Section 6.03(a) of the Property Tax Code provides for the appointment of the County Assessor-Collector as a non-voting member of the Appraisal District Board of Directors. If the County Assessor-Collector is elected to the board as a voting member during the voting process, then this provision is not applicable. If the County Assessor-Collector is appointed as a non-voting member, the Central Appraisal District, in effect, would have a six-member board with (5) five serving as voting members and (1) one as a non-voting member. This provision has no effect on the number of votes you have in the election process.

In accordance with Sec. 6.03(e) of the Property Tax Code, the Chief Appraiser notifies the taxing entities of the number of votes to which each is entitled based on the 2018 tax levy (*Vote Allocation enclosed*), receives nominations, prepares and distributes the ballot, counts votes, and announces the winners. Each voting unit is entitled to nominate (1) one candidate for each position to be filled, up to (5) five nominees (*Nomination Form enclosed*). The nomination must be done in open session and submitted by the presiding officer to the chief appraiser along with the **written resolution**. Please include the address and telephone number of the nominee(s) with the resolution. We ask you to return your nomination(s) and the resolution **before October 15, 2019**. You may also email the nominations to us at GCAD@galvestoncad.org.

An alphabetized ballot will be delivered to you before October 31st. Your vote (**and resolution**) must be submitted to the chief appraiser **before December 13th**.

I have enclosed a *Calendar of Events* of the selection process for your information. This calendar exhibits the dates prescribed by the Property Tax Code. If you have any questions, please call me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Tommy Watson".

Tommy Watson
Chief Appraiser

TW:ldf
Enclosures

ENTITIES	2018 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	80,626,423.46	11.553%	115.5254366	577.6271831	578
Dickinson ISD	54,980,478.18	7.878%	78.77868662	393.8934331	394
Friendswood ISD	39,983,325.53	5.729%	57.29004142	286.4502071	286
High Island ISD	1,542,470.40	0.221%	2.210126145	11.05063072	11
Hitchcock ISD	10,075,246.29	1.444%	14.43629987	72.18149936	72
Clear Creek ISD	105,170,071.00	15.069%	150.6927611	753.4638056	753
Santa Fe ISD	19,915,928.97	2.854%	28.53650567	142.6825283	143
Texas City ISD	73,170,391.63	10.484%	104.8420738	524.2103691	524
City of Galveston	32,905,212.97	4.715%	47.14817962	235.7408981	236
City of Texas City	27,396,063.11	3.925%	39.25440341	196.2720171	196
City of La Marque	4,143,790.14	0.594%	5.937422803	29.68711401	30
City of Hitchcock	1,903,896.23	0.273%	2.727994543	13.63997272	14
City of Jamaica Beach	737,547.17	0.106%	1.056793235	5.283966173	5
City of Dickinson	4,094,579.51	0.587%	5.866911434	29.33455717	29
City of Friendswood	14,173,700.90	2.031%	20.30876374	101.5438187	102
City of Kemah	627,345.71	0.090%	0.898891256	4.49445628	4
City of League City	42,816,706.37	6.135%	61.34984643	306.7492322	307
City of Santa Fe	2,437,941.49	0.349%	3.493200405	17.46600202	17
Village of Tiki Island	1,209,976.06	0.173%	1.733712183	8.668560915	9
City of Bayou Vista	714,614.96	0.102%	1.023934856	5.119674278	5
Galveston County Road and Flood	567,142.09	0.081%	0.812628599	4.063142997	4
GALVESTON COUNTY	143,012,971.09	20.492%	204.9158975	1024.579488	1025
Galveston College	13,135,835.99	1.882%	18.82166073	94.10830364	94
College of the Mainland	22,568,911.98	3.234%	32.33782795	161.6891398	162
Total Levy Amount Voting Entities:	697,910,571.23	100.00%	1000	5000.000000	5000

Formula: 2018 Voting Districts Levy/ Grand Total All Voting Levy X1000 X5 equals # of Votes

GALVESTON CENTRAL APPRAISAL DISTRICT

2020-2021 Board of Directors Election

Section 6.03 Board of Directors Formula of Voting Entitlement

Step 1	Subsection (d)	$\frac{\text{2018 Voting Districts' Levy}}{\text{Total of all Voting Districts' Levy 2018}} \times 1000 = \quad \times 5$
Step 2	Subsection (e)	Chief Appraiser calculates number of votes of each entitled taxing unit (other than a conservation and reclamation district) and delivers written notice to each unit of its voting entitlement before October 1, 2019.
Step 3	Subsection (g)	Each unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution one candidate for each position on the board. The presiding officer of each unit shall submit the names of the nominees to the Chief Appraiser before October 15, 2019.
Step 4	Subsection (j)	Before October 30th, the Chief Appraiser prepares a ballot (<i>alpha order</i>) and delivers it to the presiding officer of each entitled unit.
Step 5	Subsection (k)	Before December 13, 2019, the governing body shall submit to the Chief Appraiser its vote.
Step 6	Subsection (k)	Chief Appraiser counts votes and submits results to each governing body before December 31, 2019.

GALVESTON CENTRAL APPRAISAL DISTRICT

2020-2021 Board of Directors Election

NOMINATION

VOTING UNIT

City of Friendswood

You may nominate up to (5) five **before October 15, 2019.**

NOMINEE(S)

1. _____
Name

Address

Telephone Number
2. _____
Name

Address

Telephone Number
3. _____
Name

Address

Telephone Number
4. _____
Name

Address

Telephone Number
5. _____
Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.

A RESOLUTION OF
City of Friendswood
VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2020-2021

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five members who serve two-year terms, beginning January 1, 2020 through December 31, 2021; and

WHEREAS, The City of Friendswood is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of Friendswood to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of Friendswood,
This _____ day of _____, 2019.

Presiding Officer

ATTEST:

Signature and Title

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 8/28/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-30:** A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Harris County Appraisal District for 2020-2021.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is selection year for the Board of Directors of the Harris County Appraisal District. The Board of Directors consists of six members who will serve two-year terms beginning January 01, 2020, through December 31, 2021. Each City has the right to nominate one candidate for the member position that is appointed by votes of the City Councils of the cities other than Houston. Each City Council casts a single vote. The candidate who receives the most votes is elected. The casting of the city's vote should be determined by City Council by adopting a resolution. This is the first step in a two-step process of nomination and election.

The second step of this process will be another resolution later in the year with City Council casting their ballot for the city's single vote. The candidate who receives the most votes is elected.

I recommend nominating Mike Sullivan for reappointment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Friendswood's votes must be pooled with others in order to be effective and to ensure a member is elected on which we can rely to represent the City's interests.

RECOMMENDATIONS

Nominate a member to the Board of Directors of the Harris County Appraisal District.

ATTACHMENTS

1. R2019-30 HCAD Nominee
2. Harris County Appraisal District letter and nomination form
3. Current HCAD Board of Directors
4. Mike Sullivan Letter

RESOLUTION NO. R2019-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, GALVESTON/HARRIS
COUNTIES, NOMINATING A CANDIDATE FOR A
POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT FOR 2010-2021.**

* * * * *

WHEREAS, those cities and towns other than the City of Houston within the Harris County Appraisal District have the right and responsibility to elect one person to the Board of Directors of the Harris County Appraisal District for a term of office commencing on January 01, 2020, and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors;

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____
Name Address Phone number

be, and he or she is hereby, nominated as candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those cities and towns other than the City of Houston within the Harris County Appraisal District for a two-year term of office commencing on January 01, 2020.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2019.

PASSED, APPROVED, AND ADOPTED this the 7th day of October, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**CC:M & CC
CITY MGR**

Katina Hampton, ASO



**Harris County Appraisal
District
Interoffice Memorandum
OFFICE OF CHIEF APPRAISER**

TO: PRESIDING OFFICERS OF TAXING UNITS
SERVED BY THE HARRIS COUNTY APPRAISAL DISTRICT

FROM: ROLAND ALTINGER, CHIEF APPRAISER

SUBJECT: SELECTION OF APPRAISAL DISTRICT BOARD MEMBERS

DATE: AUGUST 21, 2019

Your taxing unit participates in selecting members of the Harris County appraisal District's board of directors. The board is composed of six members who serve two-year terms, all of which expire December 31, 2019. This memorandum describes the process of selecting directors for the two-year term that begins January 1, 2020.

Functions of the Board

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. This board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals. There is no compensation for service on the appraisal district board of directors; however, directors are reimbursed for travel expenses if incurred. The board of directors typically meets once a month.

Participating Units

The current method of selecting directors was established by resolutions of the county, cities, and school districts participating in the appraisal district in 1981. The method of selection was modified in 1991 after the law was changed to provide a voting entitlement to conservation and reclamation districts and has been modified to provide a voting entitlement for junior college districts. Sec. 6.031, Tax Code, authorizes an appraisal district to vary both the size and the method of selecting its board members

The six members of the Harris County Appraisal District's board of directors are selected as follows:

- One member appointed by the Harris County Commissioners Court.
- One member appointed by the Houston City Council.
- One member appointed by the board of trustees of the Houston Independent School District.

- One member appointed by votes of the city councils of the cities other than Houston. Each city council casts a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the boards of trustees of the school districts other than Houston Independent School District and by boards of directors of the junior colleges with territory in Harris County. Each school district board casts a single vote. The junior college districts collectively cast a single vote. The candidate who receives the most votes is elected.
- One member appointed by vote of the governing bodies of the conservation and reclamation districts that participate in the appraisal district. Each body casts a single vote. The candidate who receives the most votes is elected.

In the event the county appoints someone other than the county assessor-collector to the board, the county assessor-collector will serve ex officio in a non-voting capacity as a seventh member.

Board members whose terms expire December 31, 2019, are:

- Ann Harris Bennett, Tax Assessor-Collector, Ex-Officio Director
- Glenn E. Peters, representing conservation and reclamation districts
- Wanda Adams, representing Houston ISD
- Al Odom, representing City of Houston
- Jim Robinson, representing Harris County
- Mike Sullivan, representing cities & towns, except City of Houston
- Ben Pape, representing junior college districts and school districts other than Houston ISD

Eligibility Requirements

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the board of directors.

Residency: The candidate must be a resident of Harris County, and must have resided in the county for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.

Employment: An employee of a taxing unit served by the appraisal district may not serve, with one exception. An employee may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee would be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding five years.

Conflict-of-interest: A candidate may not serve if the candidate is related to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district. Relatives barred are those within the second degree by consanguinity (blood) or affinity (marriage). These persons include: spouse; children; brothers and sisters; parents; grandparents; and grandchildren. The spouse's relatives in the same degree are included.

A candidate who contracts with the appraisal district for any purpose, or who contracts with a taxing unit served by the district for a property tax related purpose, may not serve. The same rule applies to candidates who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). A candidate has a substantial interest if the candidate or the candidate's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. A candidate also has a substantial interest if the candidate or the candidate's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

The appraisal district may not employ any person who is related to an appraisal district director within the second degree by affinity or by the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes: Texas law makes a person ineligible to serve as an appraisal district director if he or she has delinquent property taxes owing to any taxing unit 60 days after the person knew or should have known of the delinquency.

Selection Procedures

The procedures for selecting members of the board of directors for the two-year term beginning January 1, 2020, are as follows:

For Cities and Towns Other Than the City of Houston

The cities and towns other than the City of Houston appoint one member by majority vote of their city council. The process for these cities and towns involves two steps: nomination and election.

Nomination

The city council of each city and town has the right to nominate a single candidate for the position. To nominate, the governing body must adopt a resolution nominating the candidate by formal action. The mayor, as presiding officer of the city council, must submit the nominee's name to the chief appraiser of the Harris County Appraisal District no later than **Tuesday, October 15, 2019**. The mayor must provide a certified copy of the resolution and may include a cover letter naming the nominee.

Election

Before Wednesday, **October 30, 2019**, the chief appraiser will prepare a ballot listing the nominees in alphabetical order. The chief appraiser will deliver a copy of the ballot to the mayor of each city or town.

Prior to December 15, 2019, each city council must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes and submit a certified copy to the chief appraiser. *Ballots received by the chief appraiser after December 15 may not be counted.*

Prior to December 20, 2019, the chief appraiser will count the votes, declare the results, and notify the winner, the nominees and the managers of each city and town. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

For Junior Colleges and School Districts other than The Houston Independent School District

With the exception described below for junior college districts, exactly the same procedure described for cities and towns above applies to the selection of the member who represents junior college districts and school districts other than Houston ISD. The board of trustees of the school districts must nominate and elect following the deadlines and procedures described above. The four junior college districts with territory in Harris County may participate in the selection of the member who represents school districts other than Houston ISD and the junior colleges. However, the junior college districts collectively have the same voting authority as a single school district. See Sec. 6.031(b-1), Tax Code. The boards of trustees of junior college districts may each nominate a candidate following the deadlines and procedures described above. However, the four junior colleges collectively have a single vote in the election. Each board of trustees may cast a vote by resolution and file the resolution with the chief appraiser. The collective vote will be automatically cast for the candidate who receives the most votes from among the junior colleges. As an example, if one candidate receives three votes and another receives one vote, the junior colleges will be deemed to have collectively cast their vote for the candidate who received the three votes.

For Conservation and Reclamation Districts

The procedure and timetable for selecting the member who represents the conservation and reclamation districts are the same as that described above for small cities and school districts.

The conservation and reclamation districts that participate in the appraisal district may cast a single vote. The candidate who receives the most votes is elected.

**For Harris County, the City of Houston
And the Houston Independent School District**

By **December 15, 2019**, the governing body of each of these entities appoints a single person to represent it on the board. Each governing body must formally adopt a resolution naming the person who will serve as a board member and submit it to the chief appraiser at the address shown below:

Roland Altinger
Chief Appraiser
Harris County Appraisal District
13013 Northwest Freeway
P. O. Box 920975
Houston, Texas 77292-0975

To assist you in this process, I have enclosed a suggested form of resolution for the nomination of a candidate to the board of directors of the Harris County Appraisal District.

We invite your questions or comments on the board selection process. Please do not hesitate to call me at (713) 957-5670

Sincerely,



Roland Altinger, CAE, RPA, CTA
Chief Appraiser

Attachments

Cc: HCAD Board Members
Tax Assessors
Attorneys

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE _____ INDEPENDENT SCHOOL
DISTRICT NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF
THE HARRIS COUNTY APPRAISAL DISTRICT**

WHEREAS, those school districts other than the Houston Independent School District within the Harris County Appraisal District and the junior college districts within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2020, and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone
number) be, and he or she is hereby nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those junior college districts and school districts other than the Houston Independent School District within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2020.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
_____ JUNIOR COLLEGE DISTRICT
NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, those school districts other than the Houston Independent School District within the Harris County Appraisal District and the junior college districts within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2020, and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF _____

_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone
number) be, and he or she is hereby nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those junior college districts and school districts other than the Houston Independent School District within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2020.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____ TEXAS, NOMINATING
A CANDIDATE FOR A POSITION ON THE BOARD
OF DIRECTORS OF THE HARRIS COUNTY
APPRAISAL DISTRICT**

WHEREAS, those cities and towns other than the City of Houston within the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2020, and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF _____
_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name), _____
_____ (address, zip code) _____ (phone
number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those cities and towns other than the City of Houston within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2020.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(CONSERVATION & RECLAMATION DISTRICT)
NOMINATING A CANDIDATE
FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, those eligible conservation and reclamation districts participating in the Harris County Appraisal District have the right and responsibility to elect one person to the board of directors of the Harris County Appraisal District for a term of office commencing on January 1, 2020, and extending through December 31, 2021; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors; now, therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF

_____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That _____ (name),
_____ (address, zip code)

_____ (phone number), be, and he or she is hereby, nominated as a candidate for that position on the board of directors of the Harris County Appraisal District to be filled by those eligible conservation and reclamation districts participating in the Harris County Appraisal District for a two-year term of office commencing on January 1, 2020.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than October 15, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

PROPERTY SEARCH

ABOUT

CAREERS

ONLINE SERVICES

FORMS

MAPS

APPRAISAL

HELP

Board of Directors

Harris County Appraisal District Board of Directors

Ann Harris Bennett, Acting Chairperson

Glenn E. Peters, Assistant Secretary

Wanda Adams, Director

Al Odom, Director

Jim Robinson, Director

Mike Sullivan, Director

Ben Pape, Director

To contact the HCAD Board, please email Board@hcad.org

COI Information

[BOD COI Disclosure - Pape](#)

[Blank COI Disclosure Form](#)

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Harris County Appraisal District
13013 Northwest Freeway
Houston, Texas 77040-6305

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Monday - Friday
Saturday Hearings: Jun, Jul, Aug



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(713) 957-7800
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Mike Sullivan
Director, Harris County Appraisal District
4811 Shore Hills Dr.
Kingwood, TX 77345
(713) 898-6969 Mobile



August 24, 2019

The Honorable Mike Foreman
Mayor, City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546-4856

Re: Harris County Appraisal District Board of Directors

Dear Mayor Foreman:

It has been an honor to serve as your representative on the Harris County Appraisal District Board of Directors. Of the six Directors, I was elected to serve "cities and towns other than Houston", and I take that responsibility seriously. My term ends December 31, 2019, and I am writing to ask you and your city to pass a Resolution nominating me to another two-year term.

During my time on the HCAD Board, I have worked hard to ensure that your voice was heard, that budgets are kept in check, and to keep you posted with data, timelines, and maps. Going forward, I pledge to do the same, and to be accessible to you and your city council.

HCAD has mailed a packet to your city, and in it were details as to the nomination process, timelines, and a sample Resolution for you to use. However, I want to highlight that nominations (by Resolution) are due by October 15, 2019. If unable to locate the HCAD packet, please let me know, and I will have another sent to you.

I respectfully request that you and your city council nominate me for another two-year term on the HCAD Board of Directors. My previous service on the Board, as Harris County Tax Assessor-Collector, and in the private sector have given me broad experiences that translate to important and meaningful service on the Board.

Please contact me if you have any questions, or if I can answer any questions.

Yours truly,

Mike Sullivan
Director, Harris County Appraisal District

(Not printed at taxpayer expense)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/16/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-31**: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The State of Texas Public Funds Investment Act requires that we review our Investment Policy annually and receive City Council approval. The Investment Committee met on July 29, 2019 and reviewed the City's Investment Policy. The Committee and Investment Officers proposed the following amendments based on State of Texas legislative changes to the Public Funds Investment Act 2256 effective upon City Council approval.

Investment Committee members voted to accept the investment policy changes detailed below.

Section IX (Authorized Investments)

- added .0204 to the Public Funds Investment Act Section governing the Local Government Investment Pools calculation of net asset value and reporting yield to investors in accordance with federal regulations applicable to money market funds
- changed the maximum maturity of commercial paper from 270 to 365 or fewer days from its issuance date Section XVII (Investment Strategy)
- added language "In accordance with Section 2256.0208" to provide the statute which allows investment of revenue pledged to debt obligation payments

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If the policy is not approved, the City will not be in compliance with the State of Texas Public Funds Investment Act.

RECOMMENDATIONS

Staff recommends approval of the Investment Policy.

ATTACHMENTS

1. R2019-31 Investment Policy - 10.7.19(Final Draft)
2. R2019-31 Investment Policy - 10.7.19 (Red-lined)

RESOLUTION NO. R2019-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC
FUNDS MANAGEMENT AND INVESTMENT POLICY.**

* * * * *

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS:**

Section 1. The City Council has reviewed the Public Funds Management and Investment Policy attached hereto and made a part hereof for all purposes be, and it is hereby, approved as the Official Public Funds Management and Investment Policy of the City of Friendswood, Texas. The Policy shall record any changes made to the Policy previously adopted.

Section 2. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

“The Investment Policy of the City of Friendswood, Texas,
approved by City Council the 7th day of October 2019”

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED, this the 7th day of October 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD, TEXAS

INVESTMENT POLICY

October 7, 2019

- I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.

- II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund
Special Revenue Funds
Debt Service Funds
Enterprise Funds
Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

- III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity and yield. The suitability of each investment decision will be made on the basis of these objectives.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest

rate risk. Investment for speculation purposes is prohibited.

1. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.
2. **Interest Rate Risk** – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.
3. **Collateralization** – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. **Yield** – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. **Legal Limitations, Responsibilities and Investment Authority** - Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”).

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. **Delegation of Investment Authority** - The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act (PFIA). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an independent source approved by the City Council or Investment Committee. An “independent source” from which investment training shall be obtained shall

include a professional organization, an institute of higher learning or any other sponsor, other than a Business Organization with whom the City may engage in an investment transaction. The Deputy Director of Administrative Services – Finance shall serve as designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards** of Care - To be observed.

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

A. **Prudence** The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds under the City's control, over which the officer had responsibility; and
2. Whether the investment decision was consistent with the written investment policy of the City.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business

with the City, the Investment Officer(s) will file a disclosure statement of this fact in writing with the Texas Ethics Commission and the City’s governing body.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio’s investment return. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Maximum % of Portfolio</u>
U.S. Treasuries & securities with the U.S. Government’s guarantee	Not To Exceed 75%
U.S. Government Agencies and instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*
*(No more than 50% shall be invested in any single pool.)	

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on “delivery vs. payment” basis to ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

- VII. **Internal Controls** - The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City’s investment policy will be included in this annual review.
- VIII. **Investment Committee** - Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

- IX. **Authorized Investments** - Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity of market sector and maturity. The choice of high-grade government instruments is designed to provide for the safety of principal, return an acceptable yield and assure marketability. City funds may be invested only in the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities and government sponsoring enterprises (GSEs), not to exceed three (3) years to stated maturities, excluding collateralized mortgage obligations (CMOs).

B. Certificates of deposit or other financial institution deposits issued by a depository institution that has its main office or a branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured or collateralized as stated.

C. No-load money market mutual funds that are registered and regulated by

the Securities and Exchange Commission subject to the limitations contained in Section 2256.014, Texas Government Code.

D. Local Government Investment Pools, such as TexPool Investment Pool (TexPool), Lone Star Investment Pool (LSIP) and Texas CLASS investment pool, provided such pools comply with Chapter 2256, Sections .016, .017, .018,.019 and .0204, Texas Government Code.

E. Commercial Paper in accordance with Section 2256.013, of the Local Government Code. The stated maturity must be 365 days or fewer from the date of its issuance, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one national recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized an existing under the laws of the United State or any state.

- X. **Loss of Required Minimum Rating** – Rating status of investments of the City’s portfolio will be reviewed quarterly by the Investment Officer(s). All prudent measures, consistent with the City’s investment policy, will be exercised to liquidate investments downgraded below the A-1 or P-1 required by this policy.
- XI. **Existing Investment Exemption** – The City is not required to liquidate an investment which was an authorized investment type at the time of purchase.
- XII. **Authorized Financial Dealers and Institutions** - The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of registration with Financial Industry Regulatory Authority (FINRA) and proof of state registration.

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the City. For purposes of this subsection, “a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with” the City “shall execute a written instrument” (Exhibit “A”) “to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between” the City “and the organization that are not authorized by” the City’s “investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City’s “entire portfolio or

requires an interpretation of subjective investment standards.”

- XIII. **Competitive Bidding Requirement** - Securities and certificates of deposits may be purchased or sold only after a reasonable review of the offers/bids, to verify that the City is receiving fair market value/price for the investment. At least three (3) competitive offers/bids must be obtained prior to purchase or sell of securities and certificates of deposits. Comparison of investment pools will occur to confirm that the City receives fair market value/return on investments.
- XIV. **Methods to Monitor the Market Price of Investments** - The market price of investments acquired with public funds will be monitored through one of the following methods: (1) accessing financial information provided by the safekeeping custodian via communication software; (2) obtaining pricing information as provided in financial publications, such as the Wall Street Journal; and (3) obtaining pricing information from qualified broker/dealers or financial institution representatives. Market value of the City’s investments will be reviewed and calculated on a monthly basis. The quarterly investment report will include the market value of the portfolio.
- XV. **Reporting** - The Investment Officer shall prepare and submit to the City Manager and City Council a quarterly report of investment transactions for all funds of the City. Quarterly investment reports will be reviewed annually by an independent auditor. The report shall include all information as required by Section 2256.023 of the Act.
- XVI. **Limitation of Personal Liability** - The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.
- XVII. **Investment Strategy** - The City of Friendswood shall maintain a portfolio which involves investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio.
 - A. **Operating Funds** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.
 - B. **Capital and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to ensure adequate liquidity at the time of payment. A portion of investments (at least 10%) should be

highly liquid to allow for flexibility and unanticipated project outlays. The stated final maturity date of any security held should not exceed the estimated project completion date.

C. **Debt Service Fund** – In accordance with Section 2256.0208, investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.

D. **Overall Short-term Strategy** - The City uses a consolidated cash system for cash and investments where cash is commingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in highly liquid local government investment pools. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short-term interfund borrowing during the course of the year using “due-to/due-from” accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund. In addition, the City’s portfolio will have a maximum dollar-weighted average maturity of 3 years or less based on the stated maturity date (if applicable) of each investment.

E. **Bond Proceeds** - Exclusive of all other City investments, up to 100% of the proceeds from a bond sale may be invested in a separate pooled (LGIP) account, and are not subject to the liquidity and diversification limitations found elsewhere in this policy.

F. **Performance Benchmarks** – Comparative data such as coupon rates, market price, market value, interest rates and rating agencies will be used to gauge performance of the City’s investment portfolio.

XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS
WITH THE CITY OF FRIENDSWOOD

1. BOK Financial Securities, Inc.
2. FTN Financial Securities Corporation
3. Hilltop Securities
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker/dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section .025.

Name: Katina Hampton, Investment Officer

Date: October 7, 2019

RESOLUTION NO. R2019-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC
FUNDS MANAGEMENT AND INVESTMENT POLICY.**

* * * * *

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS:**

Section 1. The City Council has reviewed the Public Funds Management and Investment Policy attached hereto and made a part hereof for all purposes be, and it is hereby, approved as the Official Public Funds Management and Investment Policy of the City of Friendswood, Texas. The Policy shall record any changes made to the Policy previously adopted.

Section 2. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

“The Investment Policy of the City of Friendswood, Texas,
approved by City Council the 7th day of October 2019”

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED, this the 7th day of October 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD, TEXAS INVESTMENT POLICY

~~August 6, 2018~~ October 7, 2019

I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.

II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Enterprise Funds
- Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity and yield. The suitability of each investment decision will be made on the basis of these objectives.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest

rate risk. Investment for speculation purposes is prohibited.

1. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.
2. **Interest Rate Risk** – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.
3. **Collateralization** – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. **Liquidity** - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. **Yield** – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. **Legal Limitations, Responsibilities and Investment Authority** - Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”).

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. **Delegation of Investment Authority** - The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act (PFIA). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an independent source approved by the City Council or Investment Committee. An “independent source” from which investment training shall be obtained shall

include a professional organization, an institute of higher learning or any other sponsor, other than a Business Organization with whom the City may engage in an investment transaction. The Deputy Director of Administrative Services – Finance shall serve as designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards** of Care - To be observed.

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

A. **Prudence** The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds under the City's control, over which the officer had responsibility; and
2. Whether the investment decision was consistent with the written investment policy of the City.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business

with the City, the Investment Officer(s) will file a disclosure statement of this fact in writing with the Texas Ethics Commission and the City’s governing body.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio’s investment return. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Maximum % of Portfolio</u>
U.S. Treasuries & securities with the U.S. Government’s guarantee	Not To Exceed 75%
U.S. Government Agencies and instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*
*(No more than 50% shall be invested in any single pool.)	

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on “delivery vs. payment” basis to ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

- VII. **Internal Controls** - The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City’s investment policy will be included in this annual review.
- VIII. **Investment Committee** - Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

- IX. **Authorized Investments** - Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity of market sector and maturity. The choice of high-grade government instruments is designed to provide for the safety of principal, return an acceptable yield and assure marketability. City funds may be invested only in the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities and government sponsoring enterprises (GSEs), not to exceed three (3) years to stated maturities, excluding collateralized mortgage obligations (CMOs).

B. Certificates of deposit or other financial institution deposits issued by a depository institution that has its main office or a branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured or collateralized as stated.

C. No-load money market mutual funds that are registered and regulated by

the Securities and Exchange Commission subject to the limitations contained in Section 2256.014, Texas Government Code.

D. Local Government Investment Pools, such as TexPool Investment Pool (TexPool), Lone Star Investment Pool (LSIP) and Texas CLASS investment pool, provided such pools comply with Chapter 2256, Sections .016, .017, .018, ~~and .019~~ and .0204, Texas Government Code.

E. Commercial Paper in accordance with Section 2256.013, of the Local Government Code. The stated maturity must be ~~270-365~~ days or fewer from the date of its issuance, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one national recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized an existing under the laws of the United State or any state.

- X. **Loss of Required Minimum Rating** – Rating status of investments of the City’s portfolio will be reviewed quarterly by the Investment Officer(s). All prudent measures, consistent with the City’s investment policy, will be exercised to liquidate investments downgraded below the A-1 or P-1 required by this policy.
- XI. **Existing Investment Exemption** – The City is not required to liquidate an investment which was an authorized investment type at the time of purchase.
- XII. **Authorized Financial Dealers and Institutions** - The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of registration with Financial Industry Regulatory Authority (FINRA) and proof of state registration.

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the City. For purposes of this subsection, “a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with” the City “shall execute a written instrument” (Exhibit “A”) “to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between” the City “and the organization that are not authorized by” the City’s “investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City’s “entire portfolio or

requires an interpretation of subjective investment standards.”

- XIII. **Competitive Bidding Requirement** - Securities and certificates of deposits may be purchased or sold only after a reasonable review of the offers/bids, to verify that the City is receiving fair market value/price for the investment. At least three (3) competitive offers/bids must be obtained prior to purchase or sell of securities and certificates of deposits. Comparison of investment pools will occur to confirm that the City receives fair market value/return on investments.
- XIV. **Methods to Monitor the Market Price of Investments** - The market price of investments acquired with public funds will be monitored through one of the following methods: (1) accessing financial information provided by the safekeeping custodian via communication software; (2) obtaining pricing information as provided in financial publications, such as the Wall Street Journal; and (3) obtaining pricing information from qualified broker/dealers or financial institution representatives. Market value of the City’s investments will be reviewed and calculated on a monthly basis. The quarterly investment report will include the market value of the portfolio.
- XV. **Reporting** - The Investment Officer shall prepare and submit to the City Manager and City Council a quarterly report of investment transactions for all funds of the City. Quarterly investment reports will be reviewed annually by an independent auditor. The report shall include all information as required by Section 2256.023 of the Act.
- XVI. **Limitation of Personal Liability** - The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.
- XVII. **Investment Strategy** - The City of Friendswood shall maintain a portfolio which involves investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio.
 - A. **Operating Funds** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.
 - B. **Capital and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to ensure adequate liquidity at the time of payment. A portion of investments (at least 10%) should be

highly liquid to allow for flexibility and unanticipated project outlays. The stated final maturity date of any security held should not exceed the estimated project completion date.

C. **Debt Service Fund** — In accordance with Section 2256.0208, Investment investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.

D. **Overall Short-term Strategy** - The City uses a consolidated cash system for cash and investments where cash is commingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in highly liquid local government investment pools. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short-term interfund borrowing during the course of the year using “due-to/due-from” accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund. In addition, the City’s portfolio will have a maximum dollar-weighted average maturity of 3 years or less based on the stated maturity date (if applicable) of each investment.

E. **Bond Proceeds** - Exclusive of all other City investments, up to 100% of the proceeds from a bond sale may be invested in a separate pooled (LGIP) account, and are not subject to the liquidity and diversification limitations found elsewhere in this policy.

F. **Performance Benchmarks** – Comparative data such as coupon rates, market price, market value, interest rates and rating agencies will be used to gauge performance of the City’s investment portfolio.

XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS
WITH THE CITY OF FRIENDSWOOD

1. BOK Financial Securities, Inc.
2. FTN Financial Securities Corporation
3. Hilltop Securities
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker/dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section .025.

Name: Katina Hampton, Investment Officer

Date: ~~August 6, 2018~~ October 7, 2019

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/25/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Resolution R2019-32:** A resolution of the City Council of the City of Friendswood, Texas, approving financing terms for capital lease purchase agreement.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

A discussion and action item is included on the 10/7/19 agenda to approve the lease/purchase financing for FVFD, Public Works and Parks & Recreation capital equipment included in the FY20 proposed budget.

This resolution details the financing terms associated with the capital lease purchase agreement between the City of Friendswood and Branch Banking and Trust (BB&T). The capital lease will finance \$1,019,000 over 5 years at an interest rate of 2.08%.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Financing the expense with repayment over a 5 year period of time evens out spikes in the tax rate that would result from funding the equipment through an one-time cash purchase.

RECOMMENDATIONS

Staff recommend approval of the financing resolution for the capital equipment purchase and authorizing the Mayor to sign the agreement on the City's behalf.

ATTACHMENTS

1. R2019-32 Capital Equipment Lease Financing

RESOLUTION NO. R2019-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING FINANCING
TERMS FOR CAPITAL LEASE PURCHASE AGREEMENT.**

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

WHEREAS, The City of Friendswood, Texas (the “City”) has previously determined to undertake a project for the purchase of various vehicles and equipment, and the Director of Administrative Services has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

Section 1. The City hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated September 25, 2019. The amount financed shall not exceed \$1,019,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.08% and the financing term shall not exceed five (5) years from closing.

Section 2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Lease Purchase Agreement and a Project Fund Agreement as BB&T may request.

Section 3. The Director of Administrative Services is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Director of Administrative Services is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the

forms executed by such officers. The Financing Documents shall be in such final forms as the Director of Administrative Services shall approve, with the director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

Section 4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

Section 5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

Section 6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

PASSED, APPROVED, AND RESOLVED, this the 7th day of October 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/3/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-37: (Title: First reading of an ordinance amending the zoning classification for a tract or parcel containing 156.4717 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) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein)** 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 156.4717 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) 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., in Galveston County, Friendswood, Texas; and 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, Galveston County, Friendswood, Texas; 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.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is a request to change the zoning from Single Family Residential (SFR) and Planned Unit Development (PUD) (2019-11) to a revised Planned Unit Development (PUD) to allow a mix of residential lots. The subject property is between Friendswood Lakes and West Ranch subdivisions along the future Friendswood Lakes Boulevard, which is currently under design by Galveston County Engineering Division.

	PUD 2019-11	Current Proposal
Acreage	115	156.4717
Number of Lots	206	259

60ft lots	44 (22%)	66 (25%)
70ft lots	118 (57%)	134 (52%)
80ft lots	29 (14%)	0
90ft lots	15 (7%)	59 (23%)
Density	1.8	1.7
Amenities	2 ponds	2 ponds
Open Space	36.2 acres	41.2 acres

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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. 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.

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.

RECOMMENDATIONS

The Planning and Zoning Commission voted 4 to 2 (Guenther, Matranga opposed; Sasson absent) to approve the zone change request for Avalon at Friendswood; therefore, the Commission's recommendation is positive.

The primary reasons for opposition included:

- There is limited access to the amenity lakes for the majority of the homeowners since the lots surrounding the lakes extend to the water; only 55 lots have direct access out of the 259 total subdivision lots
- Percentages of lot sizes are not comparable to other PUD's
- 77% of the lots are below 90 ft. in width, the minimum for Single Family Residential.
- Lack of amenities – no trails, community ponds, small parks etc.; the two lakes being advertised as amenities are mostly limited to just some of the property owners (about 21%) with limited views for the remainder of the property owners. Other developments by the same developer have more amenities.

Reasons for approval include:

- Market conditions – the PUD provides a variety of lot sizes for our aging population and millennials who do not want large lots
- Meets the spirit of the law – density requirement for 90 ft lots is 2.7 units per acre; Avalon is proposing 1.7 units per acre
- Quality builder; Taylor Morrison has a strong track record of building homes that people want
- Meets the general purpose of Planned Unit Development that are included in our Zoning Ordinance
- Private streets

ATTACHMENTS

1. Ord 2019-37 Rezoning SFR and PUD 2019-11 to PUD Avalon at Friendswood
2. Ord 2019-37 Exhibit A
3. Ord 2019-37 Exhibit B

(Title: An ordinance amending the zoning classification for a tract or parcel containing 156.4717 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) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, “Avalon at Friendswood”, as more fully described herein.)

ORDINANCE NO. T2019-37

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 156.4717 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) 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., IN GALVESTON COUNTY, FRIENDSWOOD, TEXAS; AND 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, GALVESTON COUNTY, FRIENDSWOOD, TEXAS; 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 a 96.944 acre parcel of land, being all of a 97 acre tract

of land described in a deed to Cypress Creek Holdings, Ltd. in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas; and Yellowstone Hill Country Ranching LLC, acting by and through Charles Gregory Evans, is the owner of 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 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) and Planned Unit Development (PUD 2019-11) to a revised 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, public hearings 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) and Planned Unit Development (PUD 2019-11) to a revised 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 7th day of October, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 4th day of November, 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



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: 281-850-6759Owner's Mailing Address: 7670 Woodway Drive Suite 162City: Houston State: Texas Zip: 77063 Fax: _____Owner's Email Address: adam@hillhubbarddevelopment.comAGENT'S NAME : META Planning + Design Phone: 281-810-1422 ext 105Agent's Mailing Address: 24275 Katy Freeway, Suite 200City: 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: 6/20/19Agent'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

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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

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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 Cleaves 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

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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 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

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: _____	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: 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

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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.

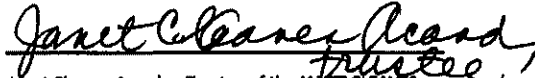
GRANTORS

JANET CLEAVES ACORD

A handwritten signature in cursive script that reads "Janet Cleaves Acord".

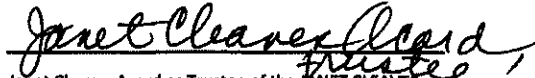
Janet Cleaves Acord

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.

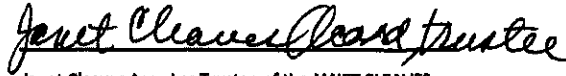
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

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

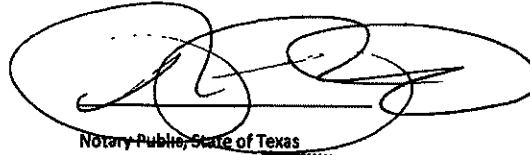
STATE OF TEXAS X

 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

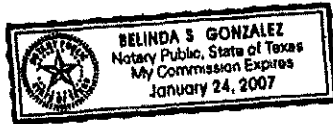
§
§
§

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 §

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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 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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 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

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

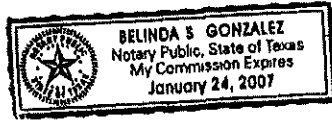
COUNTY OF Meeker

§
§
§

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 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 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,
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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

§
§
§

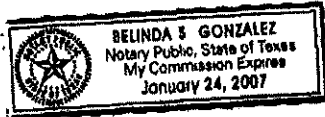
COUNTY OF Quezon

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

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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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 NONEXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of
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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 Mecas

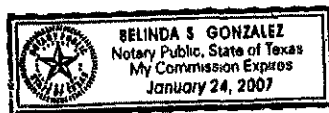
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BEFORE ME, the undersigned authority, on this day personally appeared
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
July, 2004

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

PAID

0475686 01
004092-000000

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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 §
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 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 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*
Wilbur R. Cleaves, Managing Partner

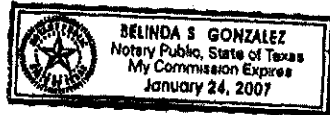
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

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

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Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
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0475681.01
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 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

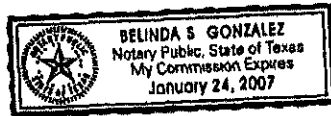
§
§
§

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

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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 §

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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 (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

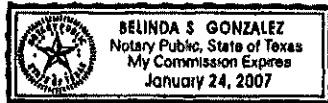
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF 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
_____, 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

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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 §

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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

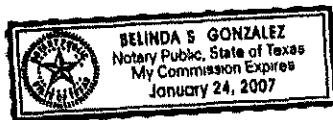
COUNTY OF Wheeler

§
§
§

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

Exhibit "A"

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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

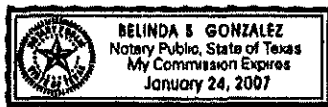
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July GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of
2004

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

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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 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
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GRANTOR

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PARTNERSHIP

By Wilbur R Cleaves
Wilbur R Cleaves, Managing Partner

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

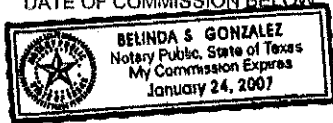
THE STATE OF TEXAS
COUNTY OF Harris

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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

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

0475672 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 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

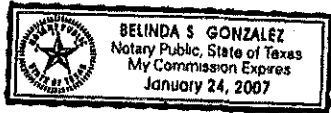
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

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,
 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

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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

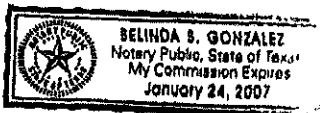
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

333

2

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

Brenda S. Quinlan
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



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

0475680 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 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

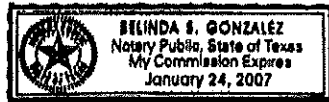
§
§
§

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:

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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 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,
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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

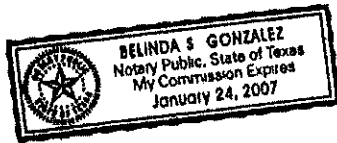
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

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

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

0475873 01
004092-000000

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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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 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
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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:
Melissa Cleaves Benson
4400 Hanover
Dallas, Texas 75225

THE STATE OF TEXAS
COUNTY OF Harris

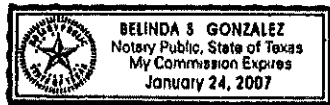
§
§
§

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

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

HOU 3059373 5

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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

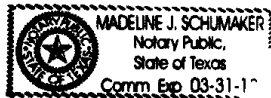
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COUNTY OF FORT BEND

§

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

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

STATE OF TEXAS

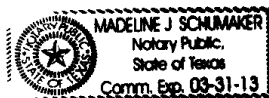
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COUNTY OF FORT BEND

§

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

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

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GRANTEE.

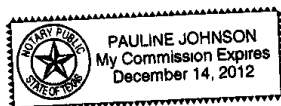
Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

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,

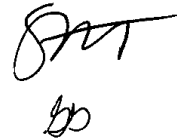
THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One 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 to the right of the page number.

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


HOU 3059373 5



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 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



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

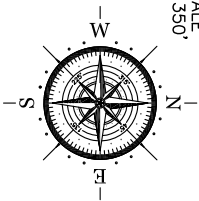
December 01, 2010 01 41 12 PM

FEE \$76 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

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.

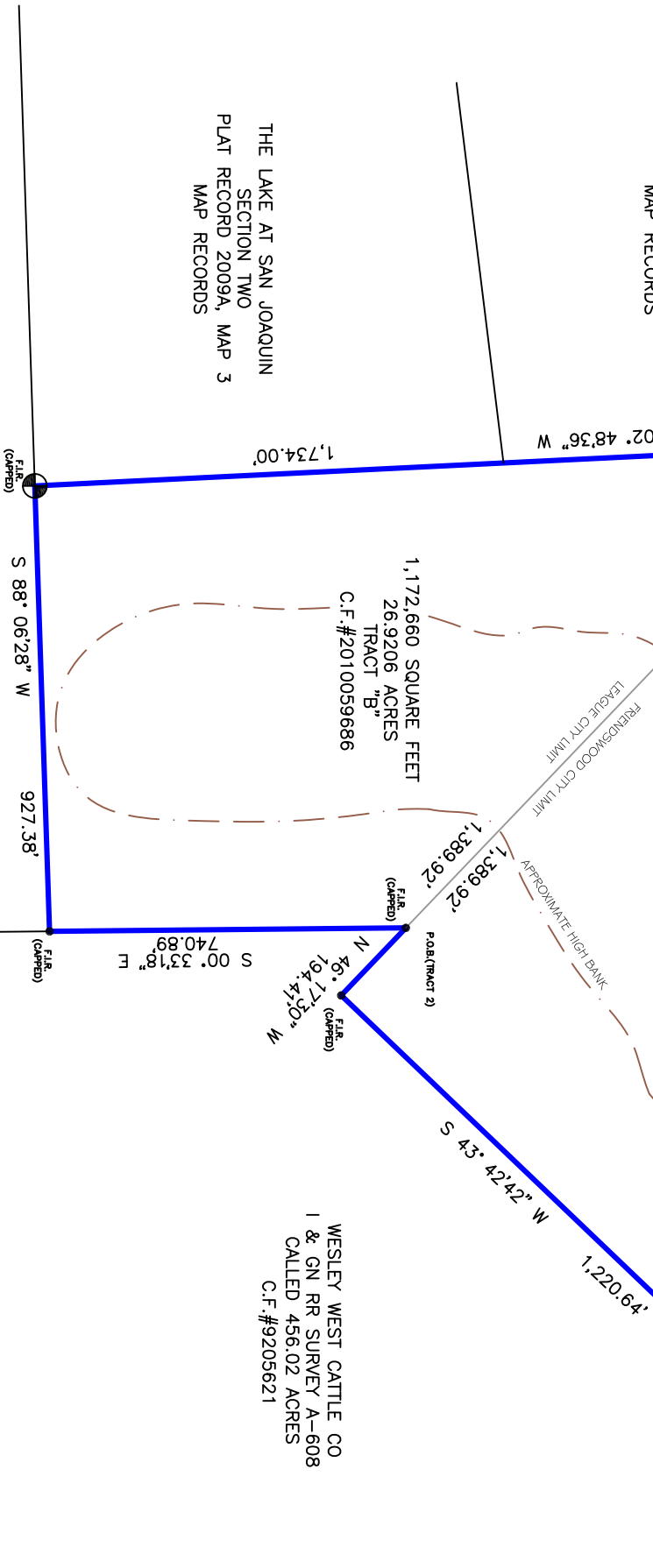
20' SANITARY SEWER & WATERLINE EASEMENT
GRANTED TO THE CITY OF FRIENDSWOOD
F.C.#008-95-2441(C.C.F.#931-6397)
F.C.#010-17-2242(C.C.F.#932-6392)

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

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PRO-SURV

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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:

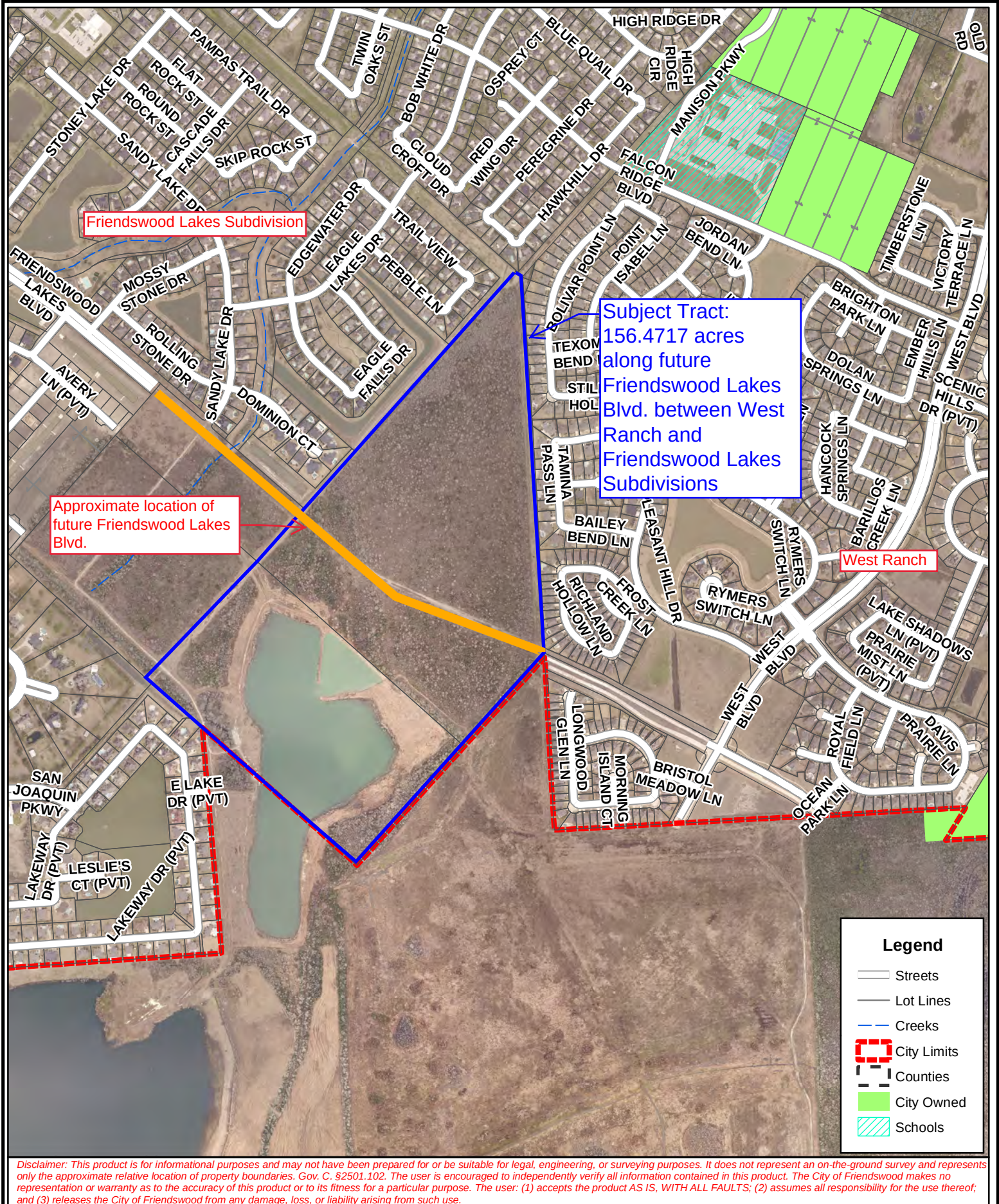
1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract 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



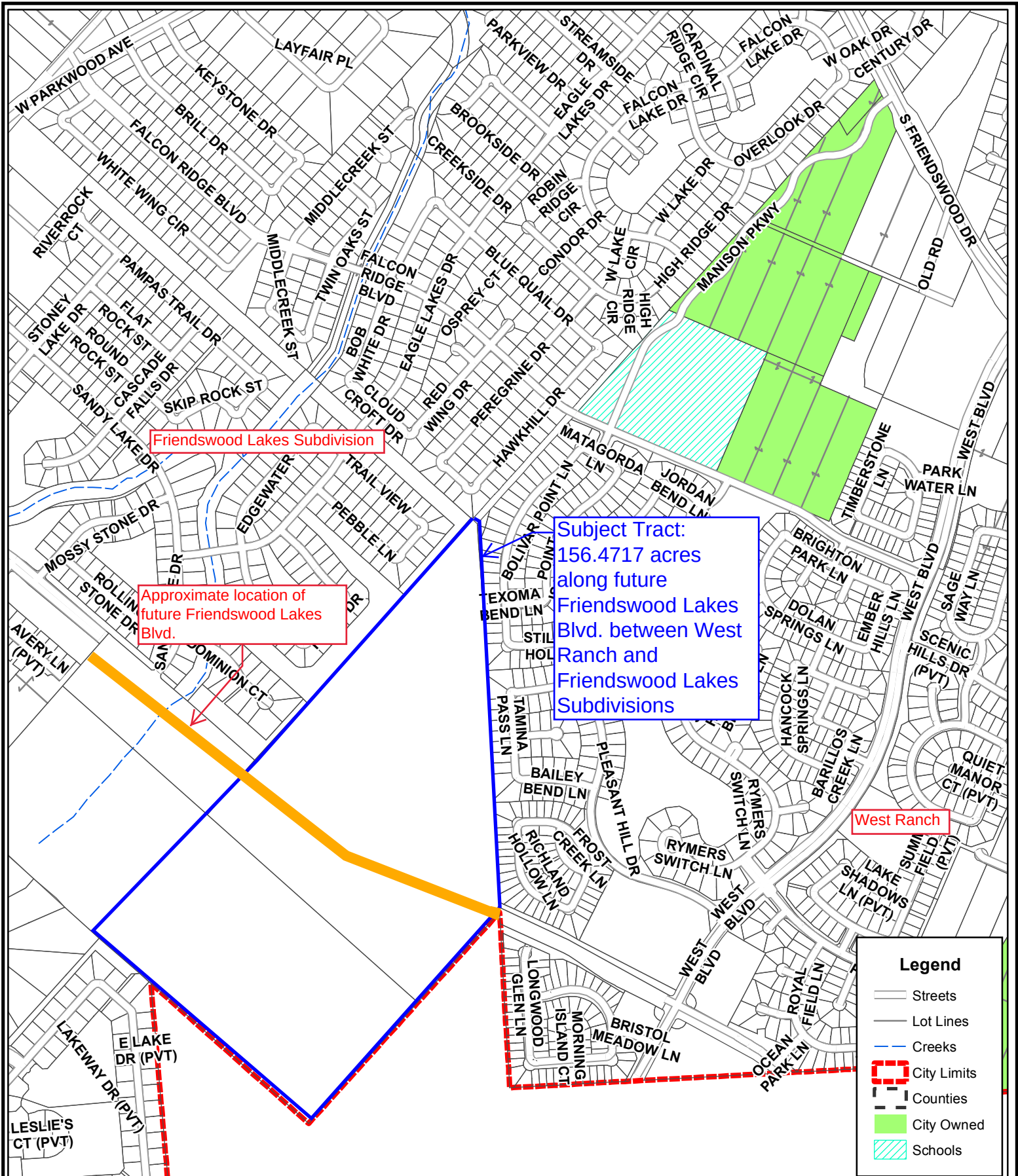


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'
Page 361 of 408



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.

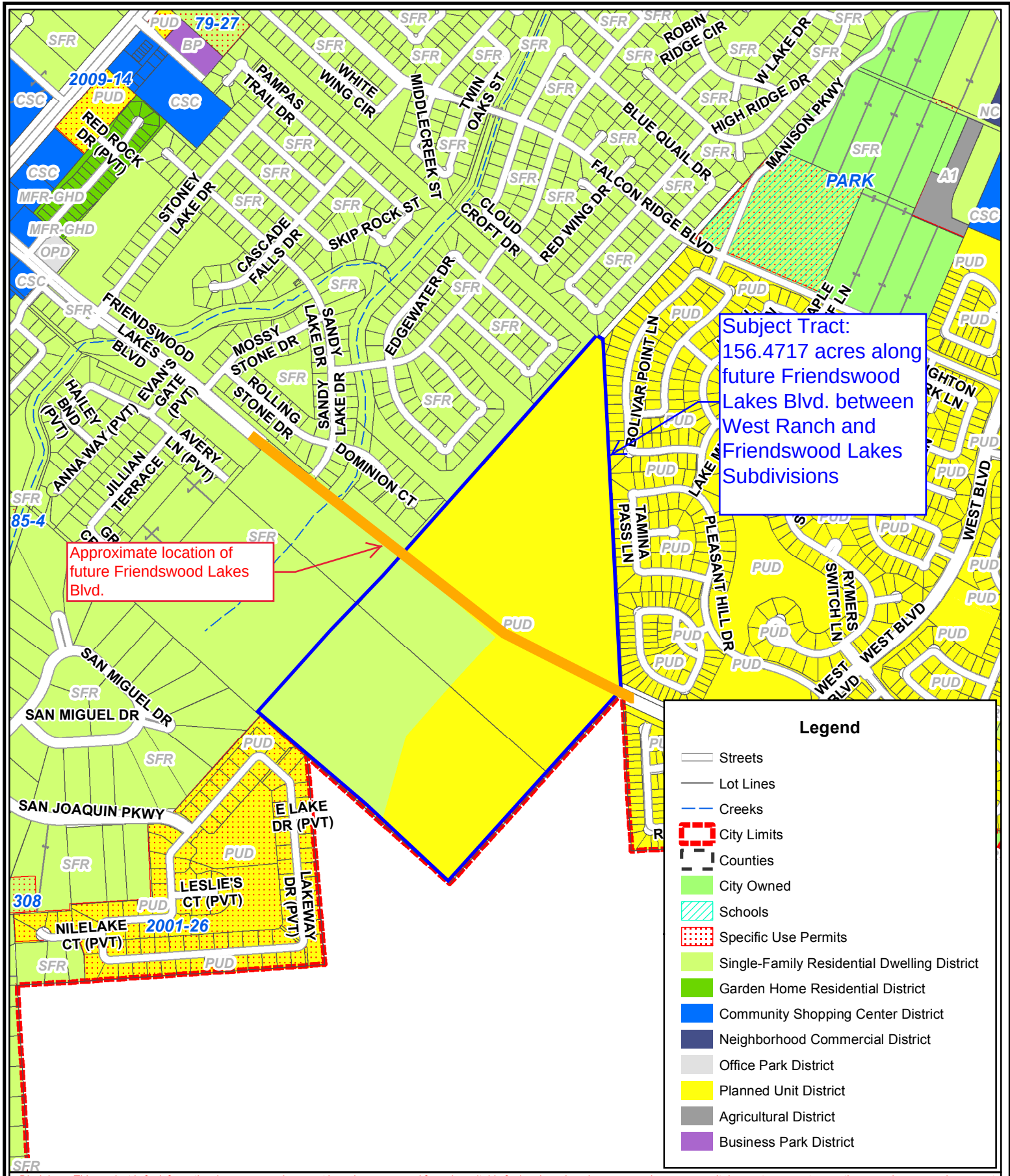


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
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Friendswood GIS Mapping



1" = 945'
Page 362 of 408



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Friendswood GIS Mapping



1" = 1,039'
Page 363 of 408

**AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT**

AMENDMENT NO. 1

± 156.47 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 $\pm$ 156.47 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
±156.47 ACRES OF LAND
prepared for
TAYLOR MORRISON

META
PLANNING + DESIGN

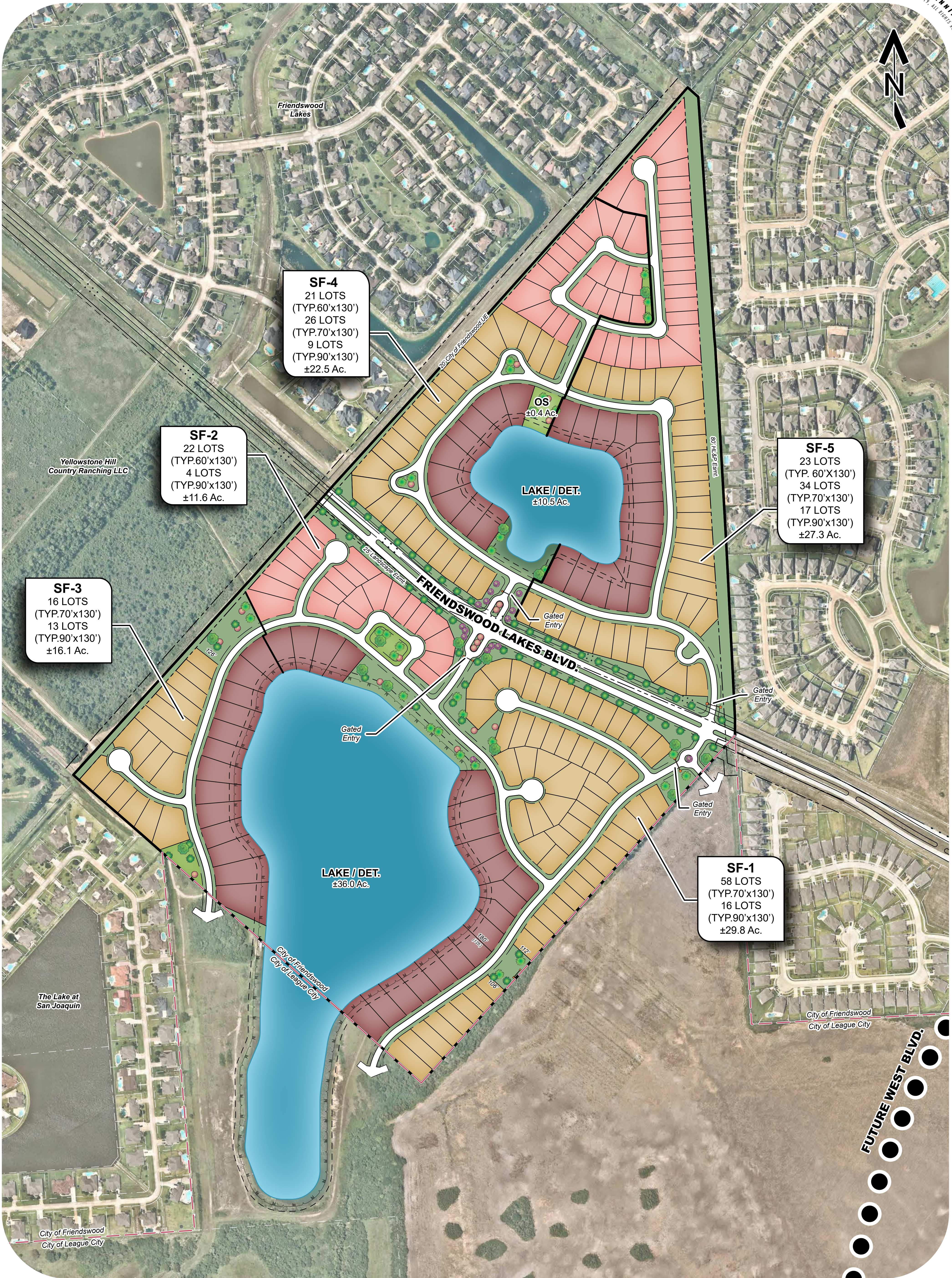
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
JULY 01, 2019

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION 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, FLOODPLAINS, 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 COMPUTATION 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, FLOODPLAINS, 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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a schematic development plan for

**AVALON
AT FRIENDSWOOD**
±156.47 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

MTA-4711A
JULY 31, 2019

EXHIBIT B

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/10/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-38: (Title: First and Final reading of an ordinance adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020)** An ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.

1) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2019-2020 (Ordinance No. 2019-38), as required by Local Government Code Section 102.007 (c).

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City of Friendswood Charter requires adoption of the annual budget by ordinance, on one reading, by the 15th day of September or as soon thereafter as practical. Budget adoption requires an affirmative vote of at least a majority of all members of the City Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the City Charter (section 8.03e) regarding adoption of the annual budget.

RECOMMENDATIONS

Staff recommends approval of the ordinance to adopt the annual budget for fiscal year 2019-20.

ATTACHMENTS

1. Ord 2019-38 FY19-20 Budget
2. Ord 2019-38 Exhibit A

(Title: An ordinance adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020.)

ORDINANCE NO. T2019-38

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR THE FISCAL YEAR 2019/2020; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, on July 31, 2019, the City Manager presented to the City Council a proposed Budget of the expenditures of the City of Friendswood for the fiscal year 2019/2020, a summary copy of which is attached hereto as Exhibit “A” and is made a part hereof; and

WHEREAS, pursuant to notice as required by law, a public hearing on such Budget was held in the Council Chambers in the City Hall, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as in the City Council’s judgment were warranted by law and were in the best interests of the citizens and taxpayers of the City; and

WHEREAS, a copy of the Budget has been filed with the City Secretary and the City Council desires to adopt the same; and

WHEREAS, in accordance with Section 8.03 (a) of the City Charter, the City Council has reviewed estimates of revenue to be derived by the City during the 2019/2020 fiscal year,

and has determined that the proposed budgeted expenditures will not exceed total estimated income; now, therefore,

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.

Section 2. In accordance with Section 8.03 (e) of the City Charter, the City Council hereby approves and adopts the Budget described above, the same being on file with the City Secretary. The City Secretary is hereby directed to place on said budget and to sign an endorsement reading as follows: “The Original General Budget of the City of Friendswood, Texas, for the fiscal year 2019/2020,” and to keep such Budget on file in the City Secretary’s Office as a public record.

Section 3. In support of said Budget and by virtue of the adoption thereof, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the fiscal year 2019/2020, the amounts set forth in said approved Budget for the various purposes stated therein. The total amounts now thus appropriated and the funds from which the same are derived are as follows;

Beginning Fund Balance, 10/01/2019	\$52,670,334
Total Revenues	<u>\$51,853,635</u>
Total Resources Available for Appropriation	\$104,523,969
Total Expenditures and Other Financing Uses	<u>\$79,285,643</u>
Ending Fund Balance, 9/30/2020	<u>\$25,238,326</u>

PASSED, APPROVED, AND ADOPTED BY A RECORD VOTE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ON THE FIRST AND FINAL READING THIS 7th DAY OF OCTOBER, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

RECORD VOTE:

<u>COUNCIL MEMBER:</u>	<u>VOTED FOR</u>	<u>VOTED AGAINST</u>
MIKE FOREMAN, MAYOR	_____	_____
STEVE ROCKEY	_____	_____
SALLY BRANSON	_____	_____
TRISH HANKS	_____	_____
ROBERT J. GRIFFON	_____	_____
JOHN H. SCOTT	_____	_____
BRENT ERENWERT	_____	_____

**CITY OF FRIENDSWOOD
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2019-2020**

	19-20 PROPOSED BUDGET
REVENUES	
Taxes	30,294,951
Charges for Services	16,505,919
Permits and Licenses	857,216
Fines	837,580
Intergovernmental Revenues	583,200
Interest	964,300
Vehicle Lease Reimbursements	691,400
Miscellaneous Receipts	<u>995,315</u>
TOTAL REVENUES	51,729,881
Fund Balance (Used) or Carried Forward	
General Fund	(475,549)
Police Investigation Fund	4,720
Municipal Court Building Security/Technology Fund	(807)
Sidewalk Installation Fund	420
Park Land Dedication Fund	(75,734)
Streets Improvement Fund	(2,533,501)
Fwd Downtown Economic Development Improvements Fund	(1,021,651)
Tax Debt Service Fund	37,630
2015//2016/2017 GO Bond Funds	(893,641)
1776 Part Trust Fund	370
Water & Sewer Operations Fund	(3,617,863)
2016 Water & Sewer Bond Construction Fund	(2,848,099)
2018 Water & Sewer Bond Construction Fund	(16,152,310)
Water Impact Fees	14,080
Sewer Impact Fees	2,220
Water and Sewer Revenue Debt Service	27,130
Vehicle Replacement Plan Fund	<u>109,350</u>
	(27,423,235)
Total Resources Available	<u>24,306,646</u>
EXPENDITURES	
General Government	7,263,378
Public Safety	14,241,725
Community Development	1,203,202
Public Works	14,545,040
Engineering	767,576
Parks & Recreation	3,874,936
Library	1,227,242
Vehicle Replacement Fund	589,000
Capital Improvements	27,055,666
Debt Service	<u>8,385,351</u>
TOTAL EXPENDITURES	79,153,116
REVENUES OVER (UNDER) EXPENDITURES	(54,846,470)
BEGINNING FUND BALANCE	52,670,334
ENDING FUND BALANCE	<u>25,247,099</u>

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/10/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-39: (Title: First and Final reading of an ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019 and ending September 30, 2020)** An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019, and ending September 30, 2020; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

According to the Texas Property Tax Code and the Texas Truth in Taxation Guidelines, the adoption of the tax rate must be a separate item on the City Council meeting agenda. The tax rate must be adopted by super majority affirmative vote of an ordinance, resolution or order.

The proposed tax rate of \$0.521439 is composed of the M&O rate at \$0.43216 and the debt rate at \$0.089279.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Texas Tax Code Chapter 26 Section 26.05(a), requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later. Certified values were received on August 14, 2019; making our required tax rate adoption date October 14, 2019.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the Truth in Taxation guidelines regarding tax rate adoption.

RECOMMENDATIONS

Staff recommends consideration of the required ordinance to adopt the 2019 tax rate.

ATTACHMENTS

1. Ord 2019-39 Tax Rate Adoption

(Title: An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the year tax year commencing October 1, 2019 and ending September 30, 2020.)

ORDINANCE NO. 2019-39

AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE TAX YEAR COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

* * * * *

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30th or the 60th day after the date the City receives the certified appraisal roll the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures for the next year), each of such two components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Friendswood, Texas, consists of two such components, a tax rate of \$0.089279 for debt service and a tax rate of \$0.43216 to fund maintenance and operation expenditures; and

WHEREAS, by separate motions heretofore adopted by the City Council of the City of Friendswood, Texas, at a regular meeting of City Council held on this 7th day of October, 2019, said City Council has approved separately the tax rate heretofore specified for each of said components; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; now, therefore

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 found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. There is hereby levied, for the tax year commencing October 1, 2019 and ending September 30, 2020, to fund the City's fiscal year 2019-2020 municipal budget, an ad valorem tax at the total rate of \$0.521439 on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Friendswood, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.0571 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$10.95.

Section 3. Of the total tax levied in Section 2 hereof, \$0.43216 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2019-2020.

Section 4. Of the total tax levied in Section 2 hereof, \$0.089279 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Friendswood, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City, as such installments shall respectively mature in the fiscal year 2019-2020.

Section 5. All ad valorem taxes levied hereby, in the total amount of \$0.521439 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2, 3, and 4 hereof, shall be due and payable on or before January 31, 2020. All ad valorem taxes due the City of Friendswood, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest as prescribed in the Texas Tax Code.

Section 6. In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. All ordinances and parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED, APPROVED, AND ADOPTED on first and final reading this 7th day of October, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

RECORD VOTE:

<u>COUNCIL MEMBER:</u>	<u>VOTED FOR</u>	<u>VOTED AGAINST</u>
MIKE FOREMAN, MAYOR	_____	_____
STEVE ROCKEY	_____	_____
SALLY BRANSON	_____	_____
TRISH HANKS	_____	_____
ROBERT J. GRIFFON	_____	_____
JOHN H. SCOTT	_____	_____
BRENT ERENWERT	_____	_____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/10/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-40: (Title: First and Final reading of an ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds)** An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XII" to the "Original General Budget of the City of Friendswood, Texas, the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the eleventh set for fiscal year 2018-19.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

Expenditure Required \$47,850

Amount Budgeted \$0

Appropriation Required \$47,850

Source of Funds: Unassigned General Fund Balance, General Fund Revenues, Restricted general fund balance reserves from PEG Channel revenue, PIF Unassigned Fund Balance, Parkland Dedication Unassigned Fund Balance and 2016 GO Bonds Proceeds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment XII 2018–19.

ATTACHMENTS

1. Ord 2019-40 BA XII 2018-19
2. Ord 2019-40 Exhibit A
3. Ord 2019-40 Exhibit B

(Title: An Ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2019-40

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2018-28, PASSED AND APPROVED OCTOBER 1, 2018, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2018-2019 BY APPROVING "BUDGET AMENDMENT XII" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2018-2019"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2018-28, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2018-2019"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2018-2019;

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.

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019,” is hereby amended for municipal purposes as shown on “Budget Amendment XII” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2018-2019” attached hereto. Said Budget Amendment XII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any 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 such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 7th day of October, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2018 – 2019
Budget Amendment XII
October 7, 2019**

1. **Janitorial Services, \$30,000.** Transfer funds from the janitorial services account in Police Department Animal Control division to the janitorial services account in Park's Facility Operations division. This will align the budget with the expenditure account in which the expenses are recorded in fiscal year 2019.
2. **Police Investigation Fund, \$200.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. Funds will be allocated from the Police Investigation State unassigned fund balance.
3. **Senior Activity Center Donations, \$1,466.** Appropriate donations and sponsorships received by the Parks and Recreation Department during the current fiscal year for the Senior Activity Center events. Funds will be appropriated to the Senior Activities division Community Events budget and used in the fiscal year 2019.
4. **Parks & Recreation Old City Park, \$17,787.** Appropriate funds for services with Matula & Matula Construction Inc. for the parking lot at Old City Park. Funding is needed for change order #3 to improve drainage on the ballfield side of the new roadway. The work was completed in November 2018. The funding source will be Park Land Dedication Fund.
5. **Parks & Recreation Old City Parks, \$24,508.** Appropriate funds for the installation of two gates and fencing at Old City Park before the opening of the park on Wednesday, August 28, 2019. The funding source will be 2016 G.O. Bond proceeds.
6. **Library Services Donations, \$774.** Appropriate Library book sale revenue and donations received to the Library department's operating budget. The funds will be used for Library operating services in fiscal year 2019.
7. **Texas State Library and Archives Commission Grant, \$6,021.** Adjust fiscal year 2019 budget to correct an appropriation of funds included on budget amendment II. The appropriation should have been made from unassigned general fund balance instead of grant revenue for the Library to purchase electronic resources.
8. **PEG Channel Equipment Maintenance, \$3,115** Appropriate PEG Channel funds for the annual preventive maintenance of equipment upgrades approved by City Council at its August 5, 2019 meeting. Preventive maintenance is an allowable use of PEG channel funds when it prolongs the life of the equipment purchased with PEG funds. The funding source will be restricted general fund balance reserves from PEG Channel revenue.

City of Friendswood

10/7/2019

2018-19 Budget Amendment XII - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
1	001-2150-441.7620	AC441	Transfer budgeted funds for Janitorial Services at the Animal Control to the Parks & Recreation Facility Operations Janitorial Services Account	(30,000)
1	001-6460-419.7620		Transfer budgeted funds for Janitorial Services at the Animal Control to the Parks & Recreation Facility Operations Janitorial Services Account	30,000
2	102-0000-30100		Appropriate Asset Forfeiture Unassigned Fund Balance to PIF operating services	(200)
2	102-2130-421.7400		Appropriate Asset Forfeiture Unassigned Fund Balance to PIF operating services	200
3	001-0000-38630		Appropriate donations and sponsorships received to the Parks & Recreation Department for Senior Activity Center Division's Community Events Account	(1,466)
3	001-6429-452.7910	SREVENTS	Appropriate donations and sponsorships received to the Parks & Recreation Department for Senior Activity Center Division's Community Events Account	1,466
4	164-0000-30100		Appropriate funds for Matula & Matula Constrution Inc Contract Change Order #3 to improve drainage	(17,787)
4	164-7001-456.8230	PK0070	Appropriate funds for Matula & Matula Constrution Inc Contract Change Order #3 to improve drainage	17,787
5	254-0000-30100		Appropriate funds from the 2016 GO Bond Proceeds for installation of two gates and fencing at Old City Park	(24,508)
5	254-7001-456.8800	GO1514-OCP PK	Appropriate funds from the 2016 GO Bond Proceeds for installation of two gates and fencing at Old City Park	24,508
6	001-0000-38600	DNBOOKREV	Appropriate Library book sale revenue for Library supplies	(344)
6	001-0000-38600	DNMILBREV	Appropriate Library donations for Library supplies	(30)
6	001-0000-38600	DNMILBREV	Appropriate Memorial donation to purchase books for the Library	(400)
6	001-6310-459.5800	DNBOOKREV	Appropriate Library book sale revenue for Library supplies	344
6	001-6310-459.5800	DNMILBREV	Appropriate Library donation for Library supplies	30
6	001-6310-459.5482	DNMILBEXP	Appropriate Memorial donation to purchase books for the Library	400
7	001-0000-30500		Correct appropriation of the funds received from TX State & Library Archives Commission InterLibrary Project Program	(6,021)
7	001-0000-33432	G00070	Correct appropriation of the funds received from TX State & Library Archives Commission InterLibrary Project Program	6,021
8	001-0000-30500		Appropriate restricted General Fund Balance Reserves of PEG Channel revenue for Preventive Maintenance on PEG Equipment upgrades	(3,115)
8	001-0416-419.7720	FCPEGEXP	Appropriate restricted General Fund Balance Reserves of PEG Channel revenue for Preventive Maintenance on PEG Equipment upgrades	3,115

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 8/20/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Authorizing the final acceptance of Arbor Gate at West Ranch, Section 6, Paving and Utilities improvements at the completion of the contractor's one year maintenance period**

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Arbor Gate at West Ranch, Section 6, has reached the end of its one year maintenance period. City Staff conducted a one year warranty inspection on August 1, 2019. All punch list items were addressed accordingly.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the final acceptance of the Arbor Gate at West Ranch, Section 6, Paving and Utilities improvements.

ATTACHMENTS

1. 1 Year Punchlist_Signedoffby COF



Inspection Punch List

Date: 3/7/19 Type of Inspection: 1 Year Warranty Inspection

Project Name: Arbor Gate Section 6 Project No.: 3664-00

Punch List Item	Location	Company Responsible
Cover for Valve Box ✓	Lot 10, Scenic Hill Drive	Developer
FH Button ✓	Scenic Hill & Scenic Hill Knuckle	Developer
Install Valve Box ✓	Lot 6, Scenic Hill	Developer
Install Valve Box ✓	Lot 8, Scenic Hill	Developer
Lid for Valve Box ✓	Lot 7, Scenic Hill	Developer
Reset Top and Seal ✓	MH A6	Developer
Valve Box Lid ✓	Lot 10 and Lot 11 Scenic Hill/Gadston Park	Developer
Adjust FH and Valve ✓	Gadston Park	Developer
Valve Box Lid ✓	Lot 4, Gadston Park Knuckle	Developer
FH Button ✓	Gadston Knuckle	Developer
Valve Box Lid ✓	Lot 1, Gadston Knuckle	Developer
Ken Nye COF 8/1/19		
Comments: Joe A. Q. 8/1/19		
Attendees:		
Josh Pena - BGE	Larry Soriano - D. Grimm	
Virgil Wymer - BGE		
George Cherepes - COF		
Tim Harris - Bay Paving representing Legion		

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/17/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Approving the disposal of a Parks and Recreation vehicle through Public Surplus**

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Parks and Recreation department has one decommissioned vehicle (CS13, 2003 Ford F 150) that is presented for disposal. The department will dispose of the vehicle through services provided by Public Surplus. The vehicle has high mileage and vehicle costs associated with keeping this vehicle suitable for service is high, making the most cost effective solution to auction the vehicle. Proceeds from auction will be returned to the Vehicle Replacement Fund.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Approve for disposal.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/25/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Approving a Friendswood Volunteer Fire Department volunteer members pension increase**

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is the volunteer pension program that FVFD provides for their volunteer membership. By State statute the contract with Texas Emergency Services Retirement System (TESRS) requires the City of Friendswood to participate as the governing body.

This request and amendment to the contract is to increase the current pension by \$12 per month per volunteer, moving the pension amount from \$84 to \$96 per month per volunteer.

The costs for this increase are incorporated within the FVFD, FY 2020 annual budget as currently proposed and as such signing this amendment does not further increase City costs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

TESRS and a small per call stipend (help defray costs of volunteering) are the only financial benefit beyond accident insurance and workers compensation insurance individual volunteers receive. As such, this is a critical piece in the FVFD recruitment and retention process.

FVFD is comparably behind with respect to contribution per volunteer neighboring departments that participate in TESRS and by implementing an increase every 2 years, we will be notably reduce the gap. The last increase was effective October 1, 2011 (8 years ago).

RECOMMENDATIONS

Recommendation is made for City Council to give the Mayor authority to sign the amendment to the agreement.

ATTACHMENTS

1. Friendswood_IncreaseAmend_eff10-01-2019

AMENDMENT
Texas Emergency Services Retirement System and
City of Friendswood, Texas
Friendswood Volunteer Fire Department

The Texas Emergency Services Retirement System (TESRS) and City of Friendswood, Texas (Governing Entity), and Friendswood Volunteer Department (Participating Department), entered into a Contract effective April 1, 1998. The parties agree to the amendment of the Contract as described below. The effective date of this Amendment is **October 1, 2019**.

Monthly Contribution Rate: Effective October 1, 2019, the Governing Entity elected to increase monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$84.00** to **\$96.00** per month. TESRS will apply the increase in the monthly contributions effective October 1, 2019.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2019 by their duly authorized officers or other representatives.

City of Friendswood, Texas

Texas Emergency Services Retirement System

Name: _____
Title: _____
Date: _____

Kevin Deiters, Executive Director

Date: _____

Friendswood Volunteer Fire Department

Wayne Oberhoff, CPA, Chief Financial Officer

Greg Otto, President

Date: _____

Date: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/25/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Authorizing the acceptance of Old City Park improvements and initiate the one year maintenance period**

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of the Old City Park restrooms and pavilion has been substantially completed.

City Staff conducted a final walk through and inspection on this \$382,446.50 project on September 24, 2019.

The City has received a one year maintenance bond from the contractor, Tandem Services, LLC. The bond will expire on September 24, 2020.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The restroom facility will be open to the public upon installation of restroom signs at the men's and women's restrooms by the Parks Department.

RECOMMENDATIONS

Authorize the acceptance of the Old City Park Improvements project and initiate the one year maintenance period.

ATTACHMENTS

1. OCP Restroom Maintenance Bond

MAINTENANCE BOND

BOND NO. 58S212062

KNOW ALL MEN BY THESE PRESENTS:

That **Tandem Services, LLC**, as Principal, hereinafter called Contractor, and **Liberty Mutual Insurance Company**, as Surety, hereinafter called Surety, are held and firmly bound unto **City of Friendswood**, as Obligee, hereinafter called Owner, in the penal sum of **Three Hundred Fifty Three Thousand Eight Hundred Fifty Three and 00/100** Dollars (\$353,853.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 24 of November, 2018 entered into a contract with Owner for **Restroom and Pavilion for Old City Park** in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of **One Year** from the date of this signing of the work provided for in the Contract, then this obligation to be void, otherwise to remain in full force and effect.

Any and all claims must be submitted to Liberty Mutual Insurance Company prior to the expiration date of this bond.

Signed and sealed this **24th** day of **September, 2019**


Witness Ella Crutcher

Tandem Services, LLC
Principal

By: 
Dustin Johnson


Sheila Fink, Secretary
Witness

Liberty Mutual Insurance Company

By: 
Kelly J. Brooks, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200515**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with

the same force and effect as though manually annexed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of September, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01
LMS-15292 10/15

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: October 7, 2019

Date submitted: 9/6/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Accepting the August 2019 Property Tax Report**

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax Aug 2019



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



September 5, 2019

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of August, 2019 is true and correct.

Under my hand and seal this 5th day of September, 2019.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

09/05/2019 10:23:14 3293975
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 06/01/2019 THRU 06/31/2019
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 30
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.437173	46,459.29	.00	4,115.33	.00	50,574.62	5,739.11	.00	.00	56,313.73
	I & S	.095218	10,119.04	.00	896.26	.00	11,015.30	.00	.00	.00	11,015.30
	TOTAL	.532391	56,578.33	.00	5,011.59	.00	61,589.92	5,739.11	.00	.00	67,329.03
2017	M & O	.432349	2,303.57	.00	565.70	.00	2,869.27	594.42	.00	.00	3,463.69
	I & S	.095000	506.19	.00	124.31	.00	630.50	.00	.00	.00	630.50
	TOTAL	.527349	2,809.76	.00	690.01	.00	3,499.77	594.42	.00	.00	4,094.19
2016	M & O	.462000	374.54	.00	19.87-	.00	354.67	35.37	.00	.00	390.04
	I & S	.084000	68.10	.00	3.61-	.00	64.49	.00	.00	.00	64.49
	TOTAL	.546000	442.64	.00	23.48-	.00	419.16	35.37	.00	.00	454.53
2015	M & O	.497200	358.53	.00	.28	.00	358.81	.18	.00	.00	358.99
	I & S	.071500	51.57	.00	.04	.00	51.61	.00	.00	.00	51.61
	TOTAL	.568700	410.10	.00	.32	.00	410.42	.18	.00	.00	410.60
2014	M & O	.530300	453.55	.00	.00	.00	453.55	.00	.00	.00	453.55
	I & S	.061100	52.26	.00	.00	.00	52.26	.00	.00	.00	52.26
	TOTAL	.591400	505.81	.00	.00	.00	505.81	.00	.00	.00	505.81
2013	M & O	.530300	20.63	.00	14.90	.00	35.53	4.45	.00	.00	39.98
	I & S	.061100	2.36	.00	1.72	.00	4.08	.00	.00	.00	4.08
	TOTAL	.591400	22.99	.00	16.62	.00	39.61	4.45	.00	.00	44.06
2012	M & O	.530700	9.97	.00	3.23	.00	13.20	.00	.00	.00	13.20
	I & S	.066300	1.26	.00	.41	.00	1.67	.00	.00	.00	1.67
	TOTAL	.597000	11.23	.00	3.64	.00	14.87	.00	.00	.00	14.87
2011	M & O	.521800	5.11	.00	4.15	.00	9.26	1.44	.00	.00	10.70
	I & S	.068400	.67	.00	.54	.00	1.21	.00	.00	.00	1.21
	TOTAL	.590200	5.78	.00	4.69	.00	10.47	1.44	.00	.00	11.91
2010	M & O	.519800	11.03	.00	9.41	.00	20.44	4.52	.00	.00	24.96
	I & S	.065300	1.39	.00	1.18	.00	2.57	.00	.00	.00	2.57
	TOTAL	.585100	12.42	.00	10.59	.00	23.01	4.52	.00	.00	27.53
ALL	M & O		49,996.22	.00	4,693.13	.00	54,689.35	6,379.49	.00	.00	61,068.84
ALL	I & S		10,802.84	.00	1,020.85	.00	11,823.69	.00	.00	.00	11,823.69
ALL	TOTAL		60,799.06	.00	5,713.98	.00	66,513.04	6,379.49	.00	.00	72,892.53
DLQ	M & O		49,996.22	.00	4,693.13	.00	54,689.35	6,379.49	.00	.00	61,068.84
DLQ	I & S		10,802.84	.00	1,020.85	.00	11,823.69	.00	.00	.00	11,823.69
DLQ	TOTAL		60,799.06	.00	5,713.98	.00	66,513.04	6,379.49	.00	.00	72,892.53

09/05/2019 10:23:14 3293975

TC298-D SELECTION: DEPOSIT

RECEIPT DATE: ALL

LOCATION: ALL

TAX COLLECTION SYSTEM

DEPOSIT DISTRIBUTION

FROM: 08/01/2019 THRU 08/31/2019

JURISDICTION: 0337 FRIENDWD CITY

PAGE: 31

INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR I & S			.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR TOTAL			.00	.00	.00	.00	.00	.00	.00	.00	.00

09/05/2019 10:22:32
TC298-M SELECTION: DEPOSIT

3293975

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2019 THRU 08/31/2019
JURISDICTION: 337 FRIENDWD CITY

PAGE: 40
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2017	864080519PHC	201623	201907	482.66-	0.00	144.80-	125.49-TEST	0.00	752.95-RI
2017 TOTAL				482.66-	0.00	144.80-	125.49-	0.00	752.95-
2018	786082819T	1000460000001	201902	614.43-	0.00	10.94-	0.00 HS01	0.00	625.37-TR
2018	786082819T	1012780000019	201902	747.67-	0.00	13.32-	0.00 HS01	0.00	760.99-TR
2018	786082819T	1012800000014	201902	599.16-	0.00	10.67-	0.00 HS01	0.00	609.83-TR
2018	786082819T	1012800000019	201902	858.89-	0.00	15.30-	0.00 CERT	0.00	874.19-TR
2018	786080919T	1022310000001	201811	274.71-	0.00	0.00	0.00 CERT	0.00	274.71-TR
2018	786082819T	10223100000017	201902	755.32-	0.00	13.45-	0.00 CERT	0.00	768.77-TR
2018	786082819T	1022320000003	201902	300.96-	0.00	5.36-	0.00 HS01	0.00	306.32-TR
2018	786082819T	1022320000006	201902	788.34-	0.00	14.04-	0.00 CERT	0.00	802.38-TR
2018	786082819T	1022320000011	201902	666.92-	0.00	11.88-	0.00 CERT	0.00	678.80-TR
2018	786082819T	1023360000004	201902	810.77-	0.00	14.44-	0.00 HS01	0.00	825.21-TR
2018	786082819T	1034960000032	201902	685.22-	0.00	12.21-	0.00 HS01	0.00	697.43-TR
2018	786082819T	1035010000033	201902	627.69-	0.00	11.18-	0.00 HS2	0.00	638.87-TR
2018	786082819T	1043970000016	201902	792.46-	0.00	14.11-	0.00 CERT	0.00	806.57-TR
2018	786082819T	1043990000021	201902	687.84-	0.00	12.25-	0.00 HS01	0.00	700.09-TR
2018	786082819T	1050070000046	201902	664.31-	0.00	11.83-	0.00 HS2	0.00	676.14-TR
2018	786082819T	1050070000055	201902	646.04-	0.00	11.51-	0.00 HS2	0.00	657.55-TR
2018	786082819T	1050080000031	201902	617.23-	0.00	10.99-	0.00 HS01	0.00	628.22-TR
2018	786082819T	1050090000026	201902	680.00-	0.00	12.11-	0.00 HS01	0.00	692.11-TR
2018	786082819T	1050110000027	201902	648.61-	0.00	11.55-	0.00 HS01	0.00	660.16-TR
2018	786082819T	1050120000035	201902	635.36-	0.00	11.32-	0.00 HS2	0.00	646.68-TR
2018	786082819T	1050130000038	201902	674.24-	0.00	12.01-	0.00 CERT	0.00	686.25-TR
2018	786082819T	1055770000045	201902	279.85-	0.00	4.98-	0.00 HS2	0.00	284.83-TR
2018	786082819T	1055780000007	201902	738.18-	0.00	13.15-	0.00 HS01	0.00	751.33-TR
2018	786082819T	1057800000008	201902	768.91-	0.00	13.70-	0.00 CERT	0.00	782.61-TR
2018	786082819T	1057820000010	201902	806.58-	0.00	14.37-	0.00 CERT	0.00	820.95-TR
2018	786082819T	1057820000011	201902	802.76-	0.00	14.30-	0.00 CERT	0.00	817.06-TR
2018	786082819T	1057820000018	201902	859.55-	0.00	15.31-	0.00 CERT	0.00	874.86-TR
2018	786082819T	1057890000001	201902	933.69-	0.00	16.63-	0.00 HS01	0.00	950.32-TR
2018	786082819T	1063140000018	201902	800.31-	0.00	14.25-	0.00 CERT	0.00	814.56-TR
2018	786082819T	1063160000010	201902	915.38-	0.00	16.30-	0.00 CERT	0.00	931.68-TR
2018	786082819T	1063160000035	201902	784.61-	0.00	13.98-	0.00 CERT	0.00	798.59-TR
2018	786082819T	1063180000001	201902	784.61-	0.00	13.98-	0.00 CERT	0.00	798.59-TR
2018	786082819T	1063180000003	201902	889.22-	0.00	15.84-	0.00 CERT	0.00	905.06-TR
2018	786082819T	1063180000012	201902	836.92-	0.00	14.91-	0.00 CERT	0.00	851.83-TR
2018	786082819T	1063190000015	201902	783.26-	0.00	13.95-	0.00 HS01	0.00	797.21-TR
2018	786082819T	1063200000006	201902	748.52-	0.00	13.33-	0.00 CERT	0.00	761.85-TR
2018	786082819T	1063220000010	201902	799.25-	0.00	14.24-	0.00 CERT	0.00	813.49-TR
2018	786082819T	1063240000015	201902	810.77-	0.00	14.44-	0.00 HS01	0.00	825.21-TR
2018	786082819T	1063270000006	201902	800.31-	0.00	14.25-	0.00 HS01	0.00	814.56-TR
2018	786082819T	1084760000012	201902	439.38-	0.00	7.83-	0.00 HS2	0.00	447.21-TR

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TC298-W SELECTION: DEPOSIT

3293975

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 08/01/2019 THRU 08/31/2019
JURISDICTION: 337 FRIENDMD CITY

PAGE: 41
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 902082819T	1097980000005	201901	726.24-	0.00	12.94-	0.00 CERT	0.00	739.18-TR
2018 902082819T	1097980000009	201901	789.84-	0.00	14.07-	0.00 CERT	0.00	803.91-TR
2018 902082819T	1098320000009	201901	685.36-	0.00	12.21-	0.00 HS01	0.00	697.57-TR
2018 841903080819	168325	201908	774.31-	0.00	147.12-	184.29-CERT	0.00	1,105.72-TR
2018 902082819T	168335	201901	706.15-	0.00	12.58-	0.00 CERT	0.00	718.73-TR
2018 902082819T	168642	201901	800.31-	0.00	14.25-	0.00 CERT	0.00	814.56-TR
2018 902082819T	168808	201901	15.84-	0.00	0.00	0.00 CERT	0.00	15.84-TR
2018 902082819T	168808	201901	889.22-	0.00	15.84-	0.00 CERT	0.00	905.06-TR
2018 902082819T	184182	201901	915.38-	0.00	16.30-	0.00 CERT	0.00	931.68-TR
2018 902082219T	200530	201907	513.09-	0.00	35.92-	0.00 CERT	0.00	549.01-TR
2018 864080519FHC	201623	201907	609.65-	0.00	109.74-	143.88-CERT	0.00	863.27-RI
2018 902082819T	203123	201901	1,030.46-	0.00	18.35-	0.00 CERT	0.00	1,048.81-TR
2018 902082819T	218814	201901	1,166.45-	0.00	20.78-	0.00 CERT	0.00	1,187.23-TR
2018 902082819T	218956	201901	999.07-	0.00	17.80-	0.00 CERT	0.00	1,016.87-TR
2018 902082819T	219031	201901	800.31-	0.00	14.25-	0.00 CERT	0.00	814.56-TR
2018 902082819T	219081	201901	836.92-	0.00	14.91-	0.00 CERT	0.00	851.83-TR
2018 902082819T	219137	201901	1,019.99-	0.00	18.17-	0.00 CERT	0.00	1,038.16-TR
2018 902082819T	219182	201901	936.30-	0.00	16.68-	0.00 CERT	0.00	952.98-TR
2018 902082819T	219202	201901	774.15-	0.00	13.79-	0.00 CERT	0.00	787.94-TR
2018 902082819T	219223	201901	1,108.92-	0.00	19.75-	0.00 CERT	0.00	1,128.67-TR
2018 902082819T	287555	201901	1,244.96-	0.00	22.18-	0.00 CERT	0.00	1,267.14-TR
2018 786082819T	292410	201902	1,281.53-	0.00	22.83-	0.00 CERT	0.00	1,304.36-TR
2018 786080919T	377347	201812	778.14-	0.00	0.00	0.00 CERT	0.00	778.14-TR
2018 TOTAL			47,760.82-	0.00	1,090.67-	328.17-	0.00	49,179.66-
TOTAL REVERSALS			48,243.48-	0.00	1,235.47-	453.66-	0.00	49,932.61-

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TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 08/31/2019

PAGE: 21
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2019 END: 07/31/2020 JURISDICTION: 0337 FRIENDMD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,292,414,186	0	3,292,414,186	00.532391	207,200.29	17,118

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL.
2018	207,273.10	72.81-	72.81-	56,578.33	56,578.33	150,621.96	27.31	0.00
2017	45,549.62	.00	0.00	2,809.76	2,809.76	42,739.86	6.17	0.00
2016	24,040.73	.00	0.00	442.64	442.64	23,598.09	1.84	0.00
2015	18,497.82	.00	0.00	410.10	410.10	18,087.72	2.22	0.00
2014	18,649.85	.00	0.00	505.81	505.81	18,144.04	2.71	0.00
2013	13,872.95	.00	0.00	22.99	22.99	13,849.96	.17	0.00
2012	12,039.45	.00	0.00	11.23	11.23	12,028.22	.09	0.00
2011	11,426.47	.00	0.00	5.78	5.78	11,420.69	.05	0.00
2010	10,591.35	.00	0.00	12.42	12.42	10,578.93	.12	0.00
2009	12,161.61	.00	0.00	0.00	0.00	12,161.61		0.00
2008	6,351.51	.00	0.00	0.00	0.00	6,351.51		0.00
2007	2,435.78	.00	0.00	0.00	0.00	2,435.78		0.00
2006	2,787.78	.00	0.00	0.00	0.00	2,787.78		0.00
2005	1,428.40	.00	0.00	0.00	0.00	1,428.40		0.00
2004	650.49	.00	0.00	0.00	0.00	650.49		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	481.49	.00	0.00	0.00	0.00	481.49		0.00
1998	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	391,748.72	72.81-	72.81-	60,799.06	60,799.06	330,876.85		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 135
INCLUDES AG ROLLBACK

	CERTIFIED ROL	ROL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROL AS OF 08/31/2019
LAND VALUE	4,207,374,518	3,589,474,109	0	0	0	3,589,474,109
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	0	0	617,900,409
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
EXEMPTIONS	891,117,422	891,117,422	0	0	0	891,117,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	0	0	3,292,414,186
LEVY	207,273.10	207,273.10	.00	72.81-	72.81-	207,200.29
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	.00
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: September 5, 2019 11:51 AM

For Remitted Deposit Dates 08/01/2019 thru 08/31/2019 as of 09/05/2019

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 51365	Print Date:08/08/2019 Delq	27,865.13	6,067.10	0.00	0.00	0.00	33,932.23
	Last Deposit Date 08/07/2019	\$27,865.13	\$6,067.10	\$0.00	\$0.00	\$0.00	\$33,932.23
ACH 51403	Print Date:08/09/2019 Delq	2,345.40	512.27	0.00	0.00	0.00	2,857.67
	Last Deposit Date 08/08/2019	\$2,345.40	\$512.27	\$0.00	\$0.00	\$0.00	\$2,857.67
ACH 51434	Print Date:08/12/2019 Delq	3,455.74	750.21	0.00	0.00	0.00	4,205.95
	Last Deposit Date 08/09/2019	\$3,455.74	\$750.21	\$0.00	\$0.00	\$0.00	\$4,205.95
ACH 51466	Print Date:08/13/2019 Delq	315.30	69.02	0.00	0.00	0.00	384.32
	Last Deposit Date 08/12/2019	\$315.30	\$69.02	\$0.00	\$0.00	\$0.00	\$384.32
ACH 51494	Print Date:08/14/2019 Delq	479.07	104.34	0.00	0.00	0.00	583.41
	Last Deposit Date 08/13/2019	\$479.07	\$104.34	\$0.00	\$0.00	\$0.00	\$583.41
ACH 51524	Print Date:08/15/2019 Delq	248.54	49.45	0.00	0.00	0.00	297.99
	Last Deposit Date 08/14/2019	\$248.54	\$49.45	\$0.00	\$0.00	\$0.00	\$297.99
ACH 51553	Print Date:08/19/2019 Delq	4.47	0.90	0.00	0.00	0.00	5.37
	Last Deposit Date 08/15/2019	\$4.47	\$0.90	\$0.00	\$0.00	\$0.00	\$5.37
ACH 51608	Print Date:08/21/2019 Delq	632.86	136.81	0.00	0.00	0.00	769.67
	Last Deposit Date 08/19/2019	\$632.86	\$136.81	\$0.00	\$0.00	\$0.00	\$769.67
ACH 51639	Print Date:08/22/2019 Delq	1,525.25	319.82	0.00	0.00	0.00	1,845.07
	Last Deposit Date 08/20/2019	\$1,525.25	\$319.82	\$0.00	\$0.00	\$0.00	\$1,845.07
ACH 51670	Print Date:08/23/2019 Delq	1,678.77	363.58	0.00	0.00	0.00	2,042.35
	Last Deposit Date 08/21/2019	\$1,678.77	\$363.58	\$0.00	\$0.00	\$0.00	\$2,042.35
ACH 51701	Print Date:08/26/2019 Delq	990.46	215.53	0.00	0.00	0.00	1,205.99
	Last Deposit Date 08/22/2019	\$990.46	\$215.53	\$0.00	\$0.00	\$0.00	\$1,205.99
ACH 51735	Print Date:08/26/2019 Delq	3,338.81	724.50	0.00	0.00	0.00	4,063.31
	Last Deposit Date 08/23/2019	\$3,338.81	\$724.50	\$0.00	\$0.00	\$0.00	\$4,063.31
ACH 51767	Print Date:08/27/2019 Delq	936.69	204.07	0.00	0.00	0.00	1,140.76
	Last Deposit Date 08/26/2019	\$936.69	\$204.07	\$0.00	\$0.00	\$0.00	\$1,140.76
ACH 51796	Print Date:08/28/2019 Delq	2,663.24	579.35	0.00	0.00	0.00	3,242.59
	Last Deposit Date 08/27/2019	\$2,663.24	\$579.35	\$0.00	\$0.00	\$0.00	\$3,242.59

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: September 5, 2019 11:51 AM

For Remitted Deposit Dates 08/01/2019 thru 08/31/2019 as of 09/05/2019

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 51861	Print Date:08/30/2019						
	Delq	4,318.04	879.32	0.00	0.00	0.00	5,197.36
Last Deposit Date	08/29/2019	\$4,318.04	\$879.32	\$0.00	\$0.00	\$0.00	\$5,197.36
ACH 51895	Print Date:09/05/2019						
	Delq	3,891.58	847.42	0.00	0.00	0.00	4,739.00
Last Deposit Date	08/30/2019	\$3,891.58	\$847.42	\$0.00	\$0.00	\$0.00	\$4,739.00
Total:		\$54,689.35	\$11,823.69	\$0.00	\$0.00	\$0.00	\$66,513.04