

NOTICE OF A REGULAR MEETING OF THE CITY OF FRIENDSWOOD PLANNING AND ZONING COMMISSION, TO BE HELD THURSDAY, OCTOBER 17, 2019 BEGINNING AT 7:00 PM, IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD TEXAS.

REGULAR MEETING

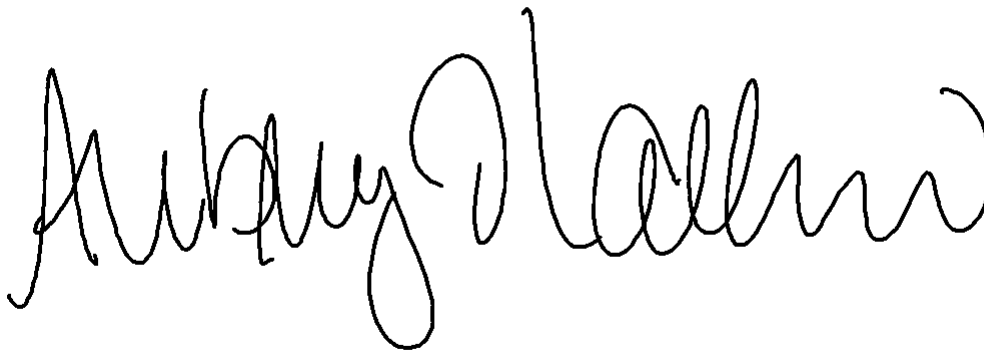
- 1. Call to order**
- 2. Public Hearing**
 - A. A zone classification change request for 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard, to change from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)**
- 3. Communication from the public/committee liaisons**

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

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

 - A. Minutes from September 26, 2019, regular meeting**
- 5. Action Items**
 - A. Consideration and possible action regarding a request for a zone classification change for 43.0673 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, along the future Friendswood Lakes Boulevard, to change from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)**
- 6. Consideration and possible action regarding future Planning and Zoning Commission meeting dates**
 - A. Thursday, October 24, 2019 - regular meeting
Thursday, November 14, 2019 - regular meeting**
- 7. Communications**

- A. From Commissioners: Suggestions for future agenda items, general comments and/or updates from liaison assignments
 - B. From Ordinance Subcommittee
 - C. From Planning Subcommittee
 - D. From City Council Liaison, Trish Hanks: General comments and communication from City Council
 - E. From Staff: September DRC Report, commercial and residential project updates, and City Council action and ordinance updates
8. Adjournment
9. Call to Order: Work Session - 2nd Floor Conference Room immediately following the regular meeting
- A. Training Session 2: Discussion and presentation on City of Friendswood Subdivision Ordinance (Appendix B of Code of Ordinances)
10. Adjourn Work Session



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

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

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

DATE

AT TIME

MELINDA WELSH, TRMC
CITY SECRETARY



FRIENDSWOOD PLANNING & ZONING COMMISSION

AGENDA ITEM FORM

Meeting Date: October 17, 2019

Subject: A zone classification change request for 43.0673 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, along the future Friendswood Lakes Boulevard, to change from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)

Action: Public Hearing

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning classification of 43.0673 acres from Single Family Residential (SFR) to Multi-Family Residential-Garden Home District (MFR-GHD). The development of this tract will be an extension of the Sterling Creek Subdivision sections. The MFR-GHD zoning district allows for 60-foot lots and a density of 6 units per acre....reference the Residential Regulation Matrix for more details regarding setbacks and lot coverage. Additionally, the description of the zoning district is included in the Rezoning Report.

An attachment has also been included which shows all of the other locations of GHD zoning districts within the City of Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Either zoning district will allow the property to be developed with single family homes, which benefit the school district and add to the City's taxable values.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Sterling Creek Zone Change Application
2. Sterling Creek Deed
3. Sterling Creek Metes & Bounds
4. Sterling Creek Aerial Map
5. Sterling Creek Location Map
6. Sterling Creek Zoning Map
7. Sterling Creek GHD Rezoning Report
8. Residential REGULATION MATRIX
9. Other GHD Zoning within City



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: MFR-GHD

☐ 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: _____

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill Country Ranching, LLC Phone: 281-482-3034

Owner's Mailing Address: 770 South Post Oak Lane

City: Houston State: TX Zip: 77056 Fax: _____

Owner's Email Address: NA

AGENT'S NAME : Scott R. Sheridan, PE, RPLS, CFM Phone: 281-519-8530 x.103

Agent's Mailing Address: PO Box 1549

City: Alvin State: TX Zip: 77512 Fax: _____

Agent's Email Address: scott@danielscottengineering.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: 6-6-19

Agent's Signature: _____ Date: 6/6/19

Received By: B. Sumner
Date of Public Hearing: 10/10 - 10/17 + 11/4
Property Owner Notices: 9-27-19

Application Number: PLAN-2019-0036
Received Date: 8-27-19
Newspaper Notice: 9-16-19
Sign on Property: 9-27-19

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

SPECIAL WARRANTY DEED

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

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

The SURFACE ONLY of two (2) tracts of land, one containing approximately 194.21 acres situated in the Geo Patterson Survey, Abstract No. 645 and the Mary Fabreau Survey, Abstract No. 69 and the other containing approximately 26.92 acres situated in the I. & G. N.R.R. Survey No. 5, Abstract No. 622, located in Galveston County, Texas, which tracts are more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes;

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

This Deed is subject to the following terms and provisions

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

HOU 3059373 5

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2010059566

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By

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

By

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

STATE OF TEXAS

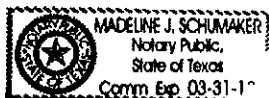
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COUNTY OF FORT BEND

§

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

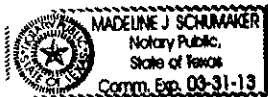
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COUNTY OF FORT BEND

§

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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HOU 3059373 5

GRANTEE.

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

By _____

Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS

§

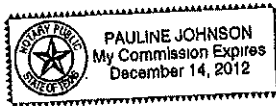
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COUNTY OF GALVESTON

§

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

(Seal and Expiration Date)



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,

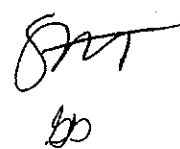
THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One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

HOU 3059373 5

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

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

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

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

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

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

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

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

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

Exhibit A - Page 2


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



HOU 3059373 5



TRACT "B"

A tract of land containing 1,172, 653 9 square feet out of and being part of a called first tract conveyed to George A Bofysil, Jr as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653 9 square feet being more particularly described in metes and bounds as follows

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

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575 67 feet (called 574 00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194 21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955 14 feet (called 4953 05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389 91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S 00 deg -33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S 88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

Exhibit A - Page 4



HOU 3059373 5



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

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

Exhibit A - Page 5



HOU 3059373 5



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

 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 Assignior, 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

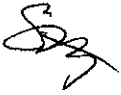


Exhibit B - Page 3



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

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113

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METES AND BOUNDS DESCRIPTION 43.0673 ACRES (1,876,013 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 GALVESTON COUNTY, TEXAS

43.0673 ACRES (1,876,013 SQUARE FEET) OF LAND OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS; SAID 43.0673 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:

COMMENCING AT A 5/8 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF STERLING CREEK, SECTION 3, RECORDED IN CLERK'S FILE NUMBER 2017055886 OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS, SAID POINT BEING ON THE NORTHEAST LINE OF SAN JOAQUIN ESTATES, SECTION 3, AS RECORDED IN VOLUME 17, PAGE 63, OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE SOUTH 48°13'59" EAST, ALONG THE COMMON LINE OF SAID STERLING CREEK, SECTION 3 AND SAN JOAQUIN ESTATES, SECTION 3, AT A DISTANCE OF 823.27 FEET PASSING A 5/8 INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF STERLING CREEK SECTION THREE AND CONTINUING ALONG THE COMMON LINE OF SAN JOAQUIN ESTATES SECTION 3 AND SAID TRACT "A" FOR A TOTAL DISTANCE OF 1,183.27 FEET TO A 5/8 INCH CAPPED IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 41°46'01" EAST, A DISTANCE OF 165.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER, SAID POINT BEING LOCATED ON THE SOUTHWEST LINE OF THE EXTENSION OF GRACE CROSSING, A 60.00 FOOT PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, AS RECORDED ON SAID STERLING CREEK SECTION 3, SAID PLANNED EXTENSION OF GRACE CROSSING TO BE RECORDED IN THE PLAT OF SECTION FOUR OF STERLING CREEK SUBDIVISION;

THENCE SOUTH 48°13'59" EAST, ALONG THE SAID PLANNED EXTENSION OF GRACE CROSSING, A DISTANCE OF 16.03 FEET TO A POINT FOR CORNER;

THENCE NORTH 41°46'43" EAST, TRAVERSING SAID TRACT "A", A DISTANCE OF 1,131.65 FEET TO A 5/8 INCH CAPPED IRON ROD SET FOR AN INTERIOR CORNER OF THE TRACT HEREIN DESCRIBED AND BEING IN THE EXTENSION OF THE NORTHEAST LINE OF AVERY LANE, A 60.00 FOOT PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT;

THENCE NORTH 48°13'17" WEST, ALONG THE SAID PLANNED EXTENSION OF AVERY LANE, A DISTANCE OF 374.96 FEET TO A 1/2 INCH CAPPED IRON ROD FOUND AT THE SOUTH CORNER OF LOT 8, BLOCK 1 OF SAID STERLING CREEK SECTION 3;

THENCE NORTH 41°46'43" EAST, A DISTANCE OF 135.00 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND IN THE SOUTHWEST LINE OF RESTRICTED RESERVE "A" OF SAID STERLING CREEK SECTION 3 AND BEING A COMMON CORNER OF SECTIONS 3 AND SECTION 3-B AS RECORDED IN CLERK'S FILE NUMBER 2019028674;

THENCE SOUTH 48°16'56" EAST, ALONG THE COMMON LINE OF SAID SUBDIVISIONS A DISTANCE OF 44.96 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID RESERVE "A";

THENCE NORTH 41°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVE "A", A DISTANCE OF 218.52 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF SAID RESERVE "A" AND SECTION 3 AND BEING IN THE SOUTHWEST LINE OF THE EXTENSION OF FRIENDSWOOD LAKES BOULEVARD, BASED ON A WIDTH OF 100.00 FEET;

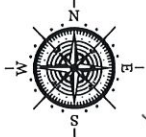
THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SAID SOUTHWEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES

1. SOUTH 49°08'04" EAST, A DISTANCE OF 401.27 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
2. SOUTH 49°10'52" EAST, A DISTANCE OF 109.95 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
3. SOUTH 49°08'24" EAST, A DISTANCE OF 260.82 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
4. SOUTH 49°06'12" EAST, A DISTANCE OF 611.51 FEET TO A 5/8 INCH CAPPED IRON ROD SET CORNER

THENCE SOUTH 41°53'43" WEST, DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE AND TRAVERSING THE SAID 194.21 ACRE TRACT "A", ALONG THE NORTHWEST LINE OF A 60.00 FOOT COMMUNITY PUBLIC SERVICE ELECTRIC EASEMENT AS RECORDED IN VOLUME 1715, PAGE 69 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, A DISTANCE OF 1,671.79 FEET TO A 5/8 INCH CAPPED IRON ROD SET IN THE SOUTHWEST LINE OF SAID 194.21 ACRE TRACT AND BEING IN THE NORTHEAST LINE OF SAID SAN JOAQUIN ESTATES SECTION 3;

THENCE NORTH 48°13'59" WEST, ALONG THE COMMON LINE OF SAID 194.21 ACRE TRACT "A" AND SAN JOAQUIN ESTATES SECTION 3, A DISTANCE OF 1,066.03 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 43.0673 ACRES OF LAND, MORE OR LESS.

SCALE
1"=350'



STERLING CREEK
SECTION TWO
C.F.#2016021773

STERLING CREEK
SECTION THREE
C.F.#2017055886

STERLING CREEK
SECTION 3-B
C.F.#2019028674

STERLING CREEK
SECTION 4
FUTURE
DEVELOPMENT

1,876,013 Sq. Feet
43.0673 Acres
PT C.F.#2010059686

16' T.N.M.P. CO. E5MT.
C.F.# 2012026488

60' COMMUNITY PUBLIC SERVICE
ELECTRIC EASEMENT
VOL. 1715, PG. 69
G.C.D.R.

CONSTANCE CLEAVES BRAKEBILL
M FABREAU SURVEY A-69
CALLED 97.00 ACRES
C.F.#2018062322

20' SANITARY SEWER EASEMENT
AND WATERLINE EASEMENT GRANTED
TO THE CITY OF FRIENDSWOOD
F.C.#008-85-2447(C.C.F.#9316397)
F.C.#010-47-2242(C.C.F.#9523682)

RESIDUE 194.21 ACRE TRACT "A"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

WILFORK VINCE
LOT 16, BLOCK 2
C.F.#2015033545

FUHRMANN MAUREEN LUCI
LOT 17, BLOCK 2
C.F.#2006082684

THE LAKE AT
SAN JOAQUIN
SECTION 1
18/1302, M.R.G.C.

ANTON MICHAEL J
LOT 14, BLOCK 2
F.C.#005-87-1134

GHEBRANIOUS AMIR R
LOT 15, BLOCK 2
F.C.#013-95-2804

SAN JOAQUIN ESTATES
SECTION 3
17/63, M.R.G.C.

BERGESON KEITH L
LOT 12, BLOCK 2
F.C.#010-11-1281

DAVIDSON CHRISTOPHER LOUISE
LOT 11, BLOCK 2
C.F.#2010047345

MUNAWAR, SAMINA
LOT 10, BLOCK 2
C.F.#2015072524

KARAM, JEROME M
LOT 9, BLOCK 2
F.C.#008-19-1935

THIS SKETCH IS INCORPORATED BY REFERENCE
AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 43.0673 ACRES (1,876,013 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 43.0673 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STERLING CREEK
PHASE FOUR

DATE 07/10/2019

PRO-SURV, LLC

T.B.P.L.S. FIRM #10119300
P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE: 281-996-1113 FAX: 281-996-0012
PROFESSIONAL SURVEY AND MAPPING SERVICES
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PROJECT#PS1906416



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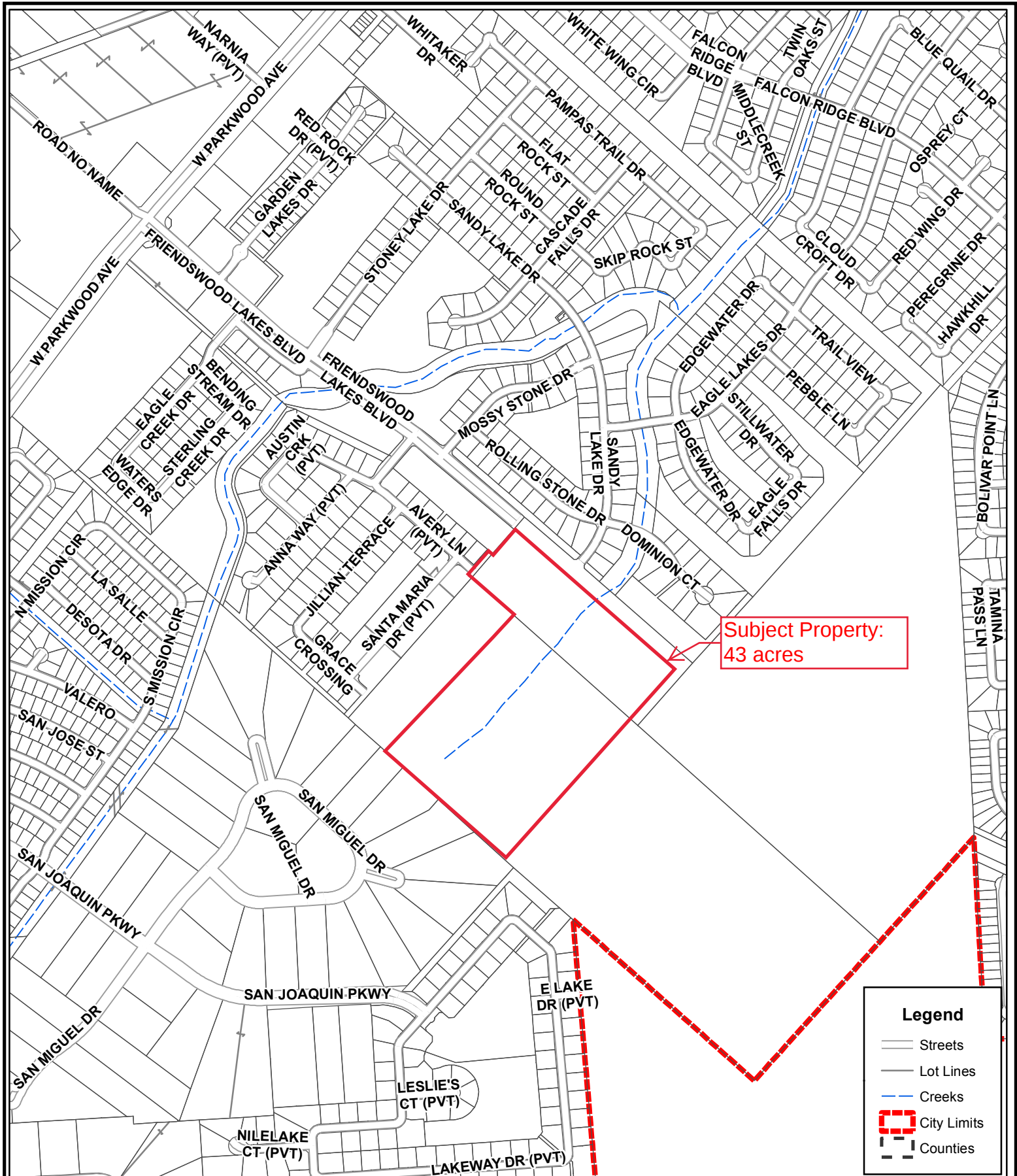


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 410'



Subject Property:
43 acres

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties

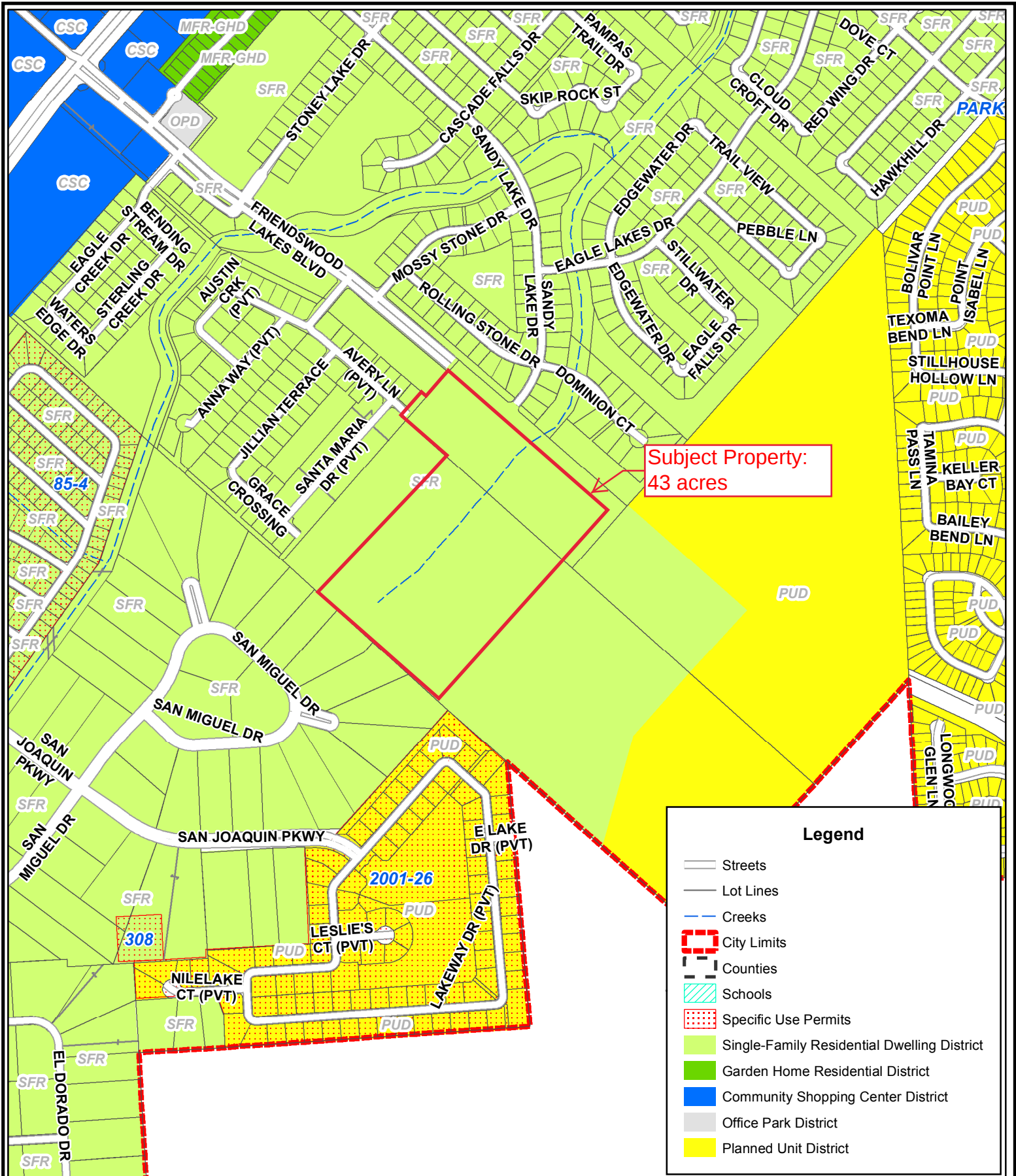
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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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 910 South Friendswood Drive
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Friendswood GIS Mapping





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Friendswood GIS Mapping



1" = 821'
Page 27 of 83

Rezoning Report

September 2019

Project: Zone Change

Address: 43.0673 acres along the future Friendswood Lakes Boulevard

Legal: 43.0673 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. Said 194.21 acre tract of land being out of and a part of lots 1-3, 13-16 and 19-20 of the David Fahey Subdivision and also being out of and a part of lot 4 of the Burgess Subdivision

Request: Zone classification change from Single Family Residential (SFR) to Multi-Family Residential – Garden Home District (MFR-GHD)

Applicable Zoning Ordinance Excerpts

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations

C1. *MFR-GHD, garden home residential, general purpose and description.* The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

- (1) May have limited area suitable for residential development due to geographical limitations;
- (2) Have portions of the property subject to flooding; or
- (3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The interior living area of the first floor of any two-story residential structure in MFR-GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces and garages.

Existing Use/Site Attributes:

The subject property is 43.0673 acres of undeveloped land.



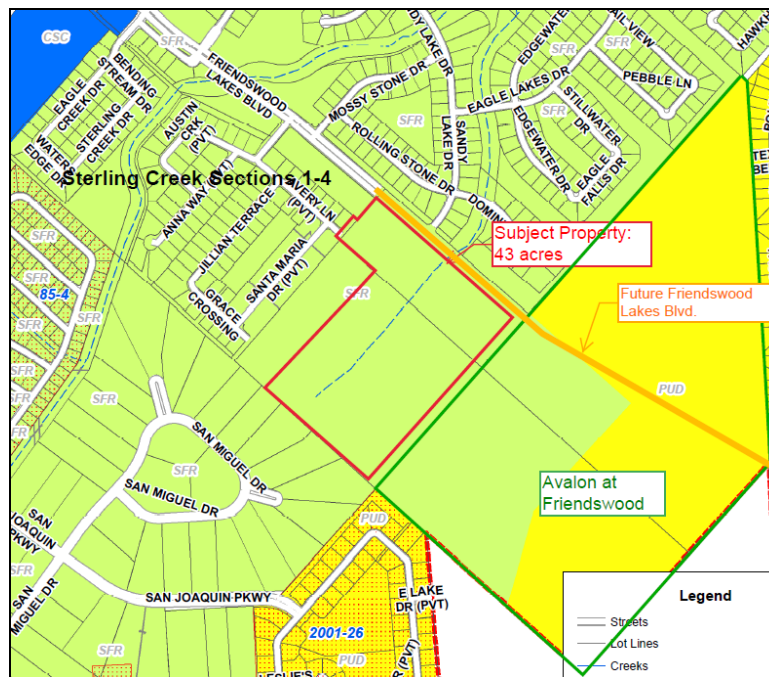
City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the property has always been Single Family Residential (SFR).

Adjacent Zoning/Land Use:

The property is surrounded by lots zoned Single Family Residential (SFR) that are in the process of being platted as sections of Sterling Creek and undeveloped land zoned Single Family Residential (SFR) that is currently being rezoned to Planned Unit Development (PUD) for Avalon at Friendswood. Friendswood Lakes Boulevard extension will provide access to the acreage.



City of Friendswood Zoning Map

Platting Analysis:

The property will require preliminary and final plats prior to development.

Planning Analysis:

The proposed location and attributes of this property does not meet the intent of the Garden Home District (GHD) zoning description, which is to allow is to allow development of property which may have limited area suitable for residential development due to geographical limitations, have portions of the property subject to flooding; or is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The GHD district allows up to 6 units per acre. For 43 acres, it is likely that approximately 25% of the acreage would be used for roads, utilities and drainage, which would leave about 32.25 acres. At 6 acres per lot, there is potential for approximately 193 lots.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Low Density Residential.

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

The property will be required to provide on-site detention.

Utilities:

The developer will be required to extend City water and sewer lines for development.

Access:

The extension of Friendswood Lakes Boulevard will provide access to the acreage.

Park/Open Space:

Park Dedication Fees of \$600 per lot will be due at the time of Building Permit Issuance.

REGULATION MATRIX - RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards - Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR - E Single Family Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20
MFR - L Multi Family - Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50

MFR - M Multi Family - Medium	9	—	—	<u>25</u> B	0	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>
MFR - H Multi Family - High	12	—	—	<u>25</u> B	0	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>
MHR Mobile Home	10	—	—	<u>25</u> B	<u>25</u>	10 I	<u>30</u>	<u>25</u> B	<u>20</u>	K	No	<u>50</u>
A I	—	—	—	<u>25</u> B	<u>25</u>	10 I	<u>25</u> B	<u>20</u> C	40	K	No	10%
MFR-GHD Garden Home District	<u>6</u>	<u>6,000</u>	<u>60</u>	<u>20</u> B, H	<u>20</u>	<u>0</u> D, J	<u>5</u> B, H	<u>4</u> C, H	<u>40</u>	<u>K</u>	<u>Yes D</u>	<u>50</u>

A.Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.

B.Thirty-five feet on thoroughfares.

C.Twenty-five feet on thoroughfares.

D.Zero set-back on side only, minimum five-foot separation between buildings.

E.Ten foot minimum separation between buildings.

F.Lots currently in existence with less than 90 feet of width that have structures already built upon them may continue with the same existing set back for additions provided they are not less than a minimum of five feet.

G.Developer must elect either units per acre or lot area. Two family residential units on two lots are required when lot area is elected.

H.Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the Drainage Utility/Access easement (if streets are private) whichever is greater.

I.Twenty-five feet when abutting land zoned single-family residential (SFR) district.

J.Ten feet when abutting land zoned anything other than MFR - GHD (Garden Home District).

K.Parking is required in accordance with the Parking Group Table in the Design Criteria Manual.

3.

Area and height exceptions.

a.

Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

b.

A building structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:

1.

Buildings or structures in Community Shopping Center (CSC), Neighborhood Commercial (NC), Office Park (OPD), Light Industrial (LI), Industrial (I), Business Park (BP) districts may exceed 40 feet in height when:

a.

The building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation. Provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with subsection 9.G. of this appendix.

b.

Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.

2.

Exceptions: Structures located within a General PUD or PUD-Mixed Use shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a General PUD or PUD-Mixed Use application will be as established in the Ordinance authorizing and approving the Planned Unit Development.

3.

The maximum height allowed for structures within the Downtown District (DD) is 70 feet as measured in accordance with the method prescribed in [Section 20](#), Definitions, subsection OO, Height.

c.

Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

d.

When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

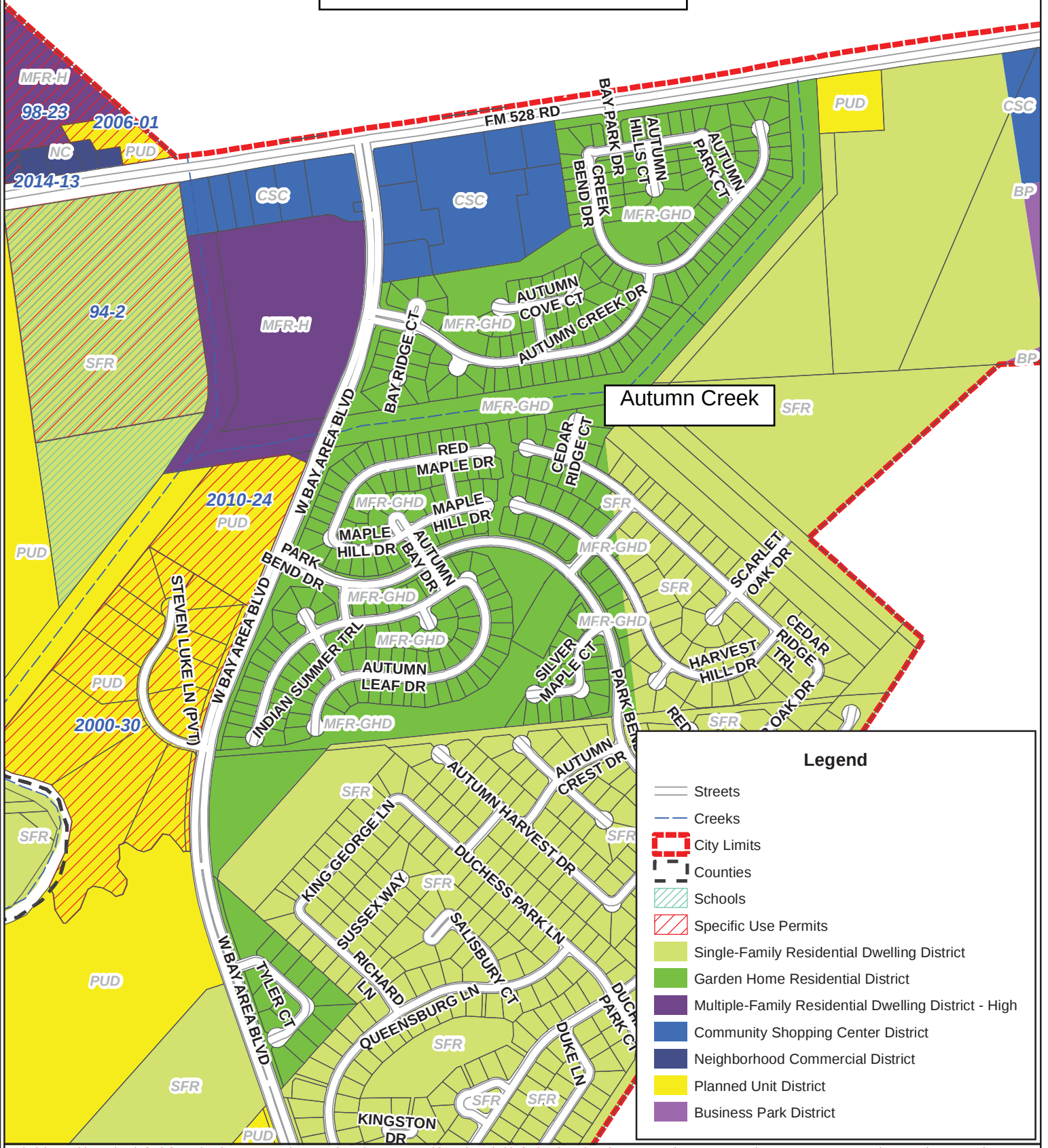
e.

The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.

f.

Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

Other GHD zoning districts within City



Legend

- Streets
- Creeks
- City Limits
- Counties
- Schools
- Specific Use Permits
- Single-Family Residential Dwelling District
- Garden Home Residential District
- Multiple-Family Residential Dwelling District - High
- Community Shopping Center District
- Neighborhood Commercial District
- Planned Unit District
- Business Park District

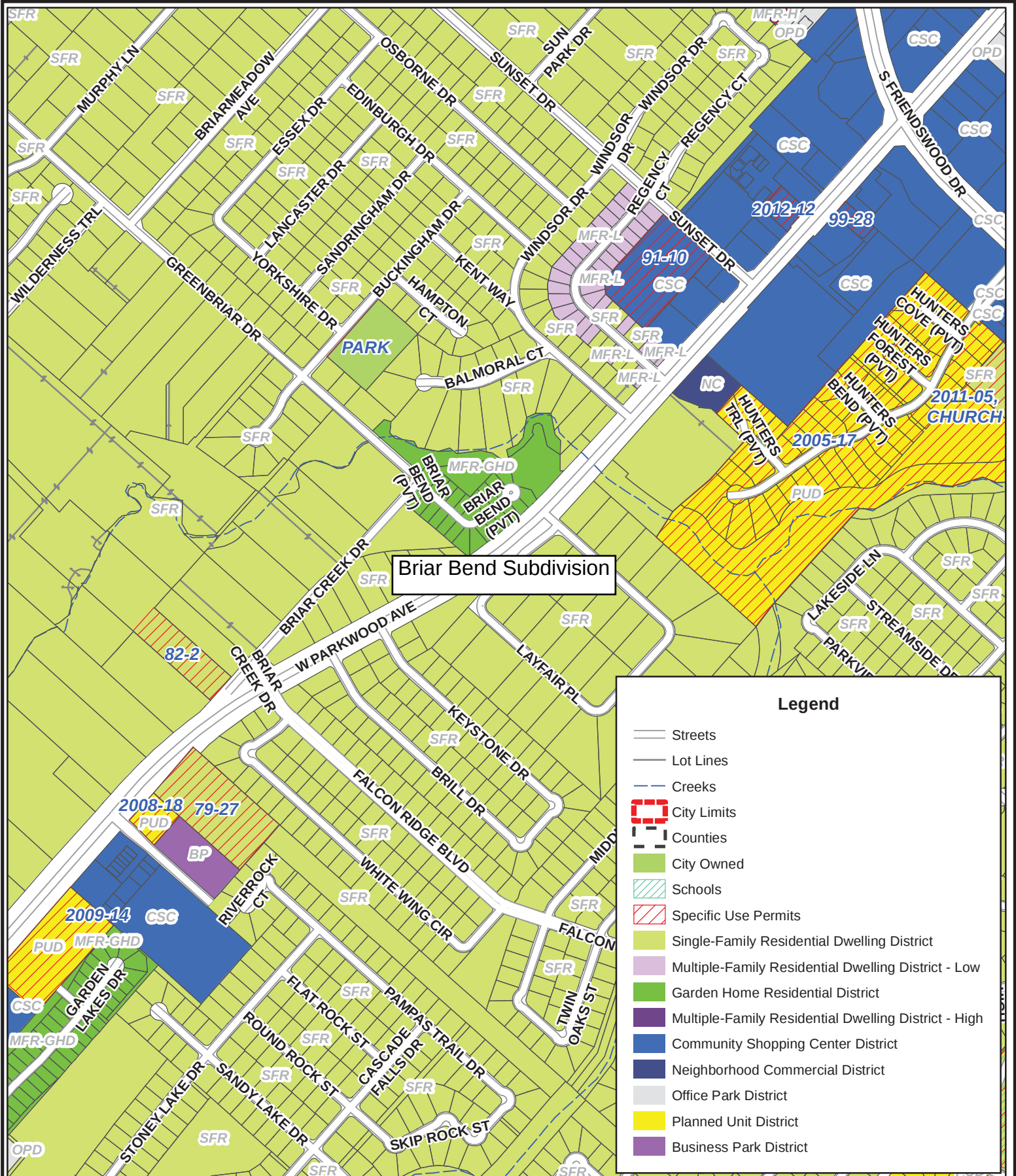
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City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
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Friendswood GIS Mapping





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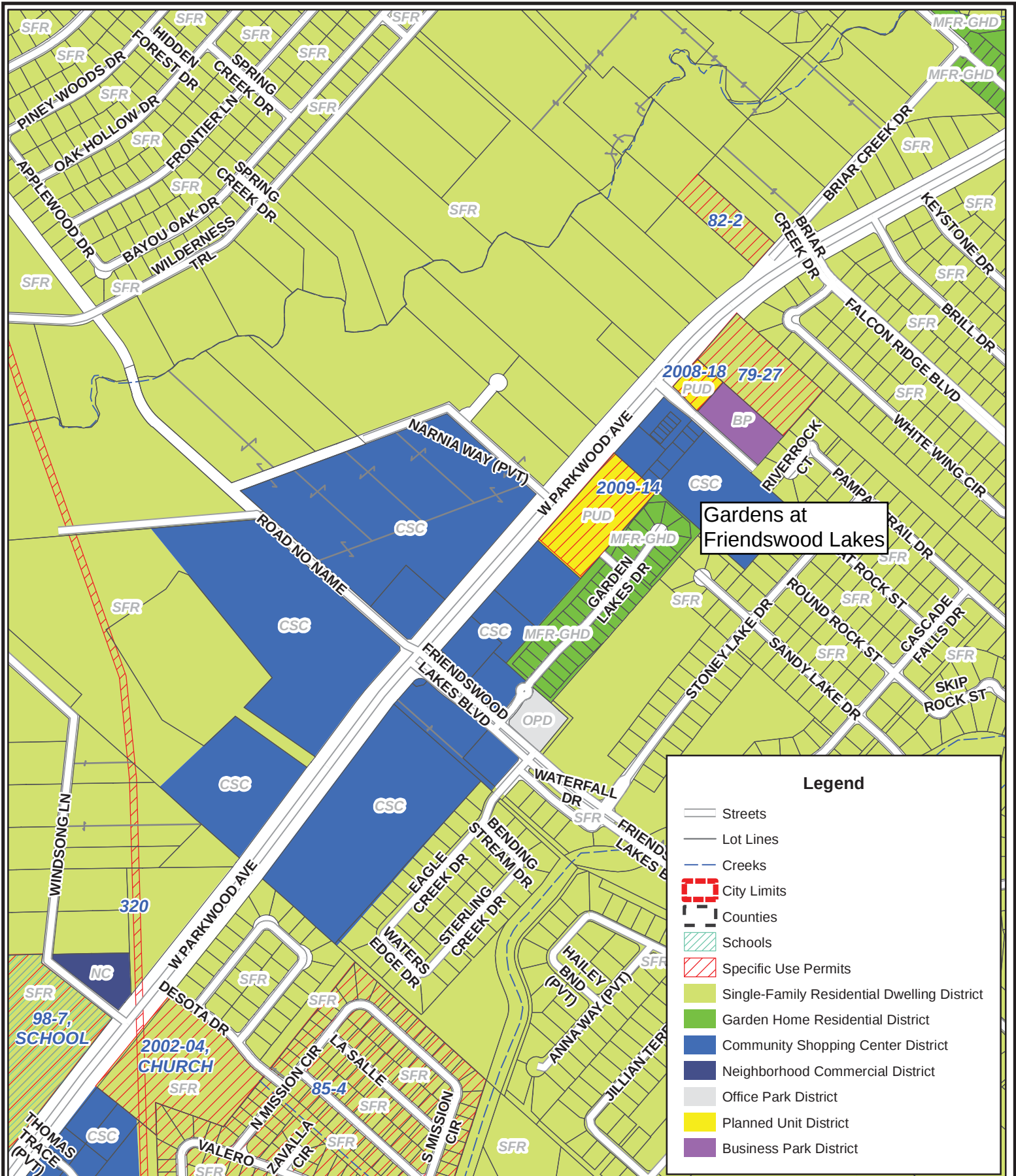


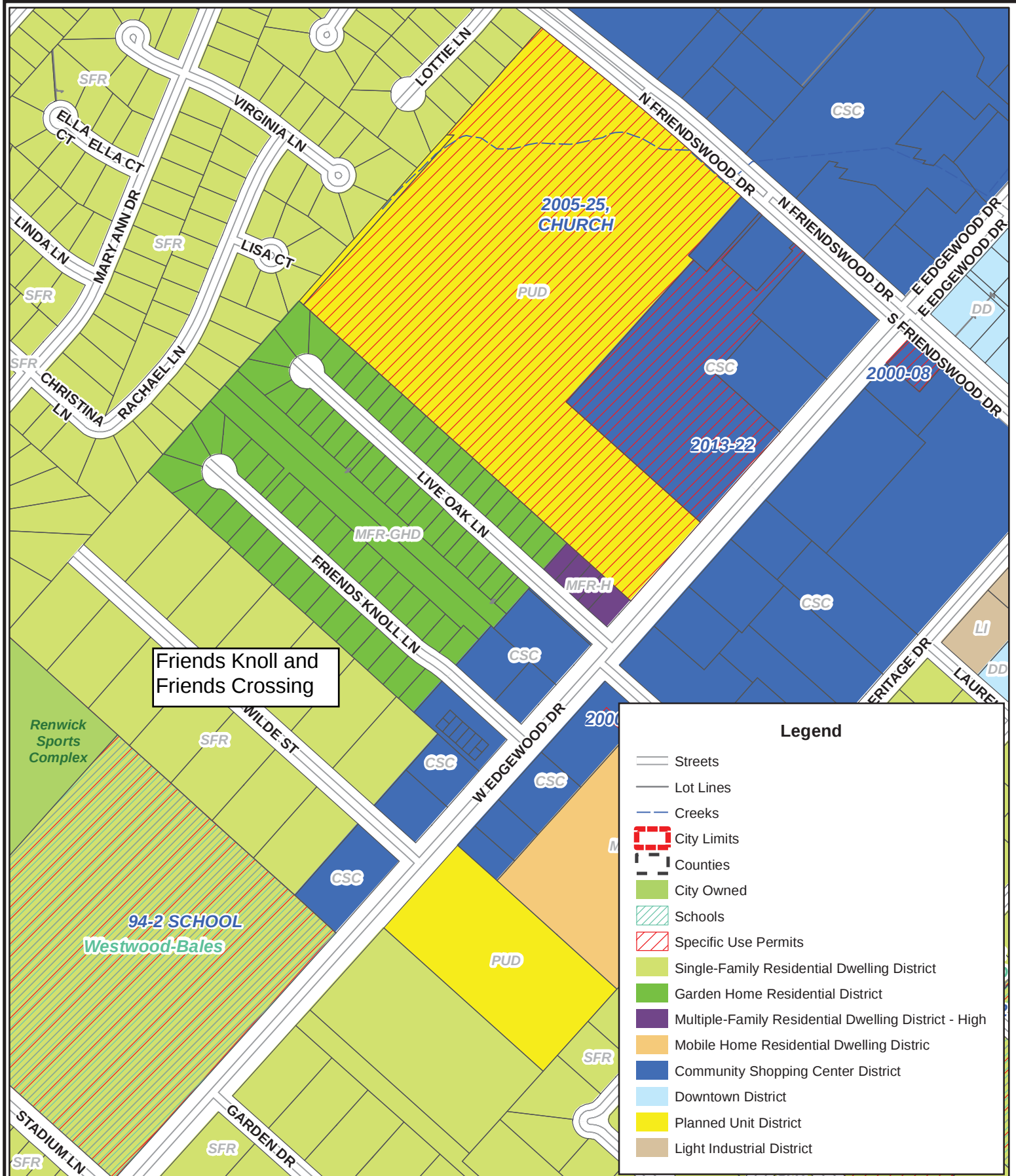
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Friendswood GIS Mapping



1" = 717'
Page 36 of 83





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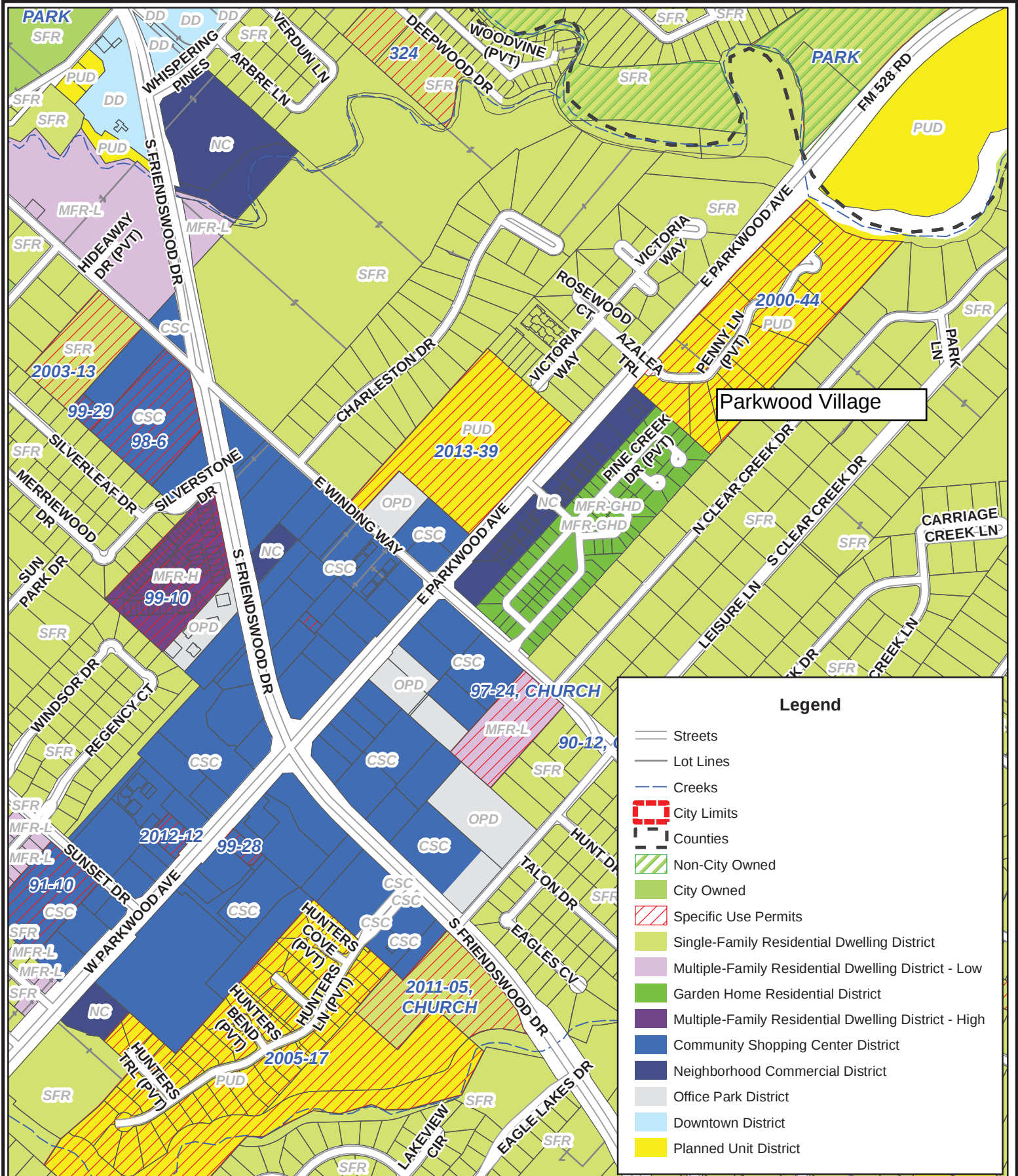


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Friendswood GIS Mapping



1" = 358'



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1" = 717'
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1" = 358'
 Page 40 of 83



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: October 17, 2019

Subject: Minutes from September 26, 2019, regular meeting

Action: Consent Agenda

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 9-26-19 P and Z Minutes

THURSDAY, SEPTEMBER 26, 2019 BEGINNING AT 7:00 PM MINUTES OF A REGULAR MEETING OF THE CITY OF FRIENDSWOOD PLANNING AND ZONING COMMISSION, TO BE HELD , IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS.

MINUTES

1. Call to order

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD PLANNING AND ZONING COMMISSION THAT WAS HELD ON THURSDAY, SEPTEMBER 26, 2019, AT 07:03 PM IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS,

CHAIRMAN JOE MATRANGA
VICE-CHAIRMAN RICHARD SASSON
COMMISSIONER BRETT BANFIELD
COMMISSIONER RICHARD CLARK
COMMISSIONER ERIC GUENTHER
COMMISSIONER LISA LUNDQUIST
DIRECTOR OF CDD/PLANNER AUBREY HARBIN
DEVELOPMENT COORDINATOR BECKY BENNETT SUMMERS

ABSENT: FISCHER, PERRY

2. Communication from the public/committee liaisons

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

None.

3. Consent Agenda

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

A. Minutes from September 12, 2019, regular meeting

****Commissioner Lisa Lundquist moved to approve Minutes from September 12, 2019, regular meeting .**

Seconded by Commissioner Brett Banfield. The motion was approved unanimously.

4. Action Items

Action Items According to the Planning and Zoning Rules of Procedure (R2019-15), all action of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meetings.

A. Consideration and possible action regarding a site plan for E Squared Marine to be located at 4440 FM 2351

Harbin introduced a proposed office building for E Squared Marine to be located in Industry Park Friendswood at 4440 FM 2351. She said the company is currently leasing in Friendswood and the new building would allow them to consolidate their personnel.

Jeff Robinson/Northwinds Construction said he will be the contractor for the new building. He explained it would be an 8,000 square foot office building. Lundquist asked if the building would contain storage also. Robinson said it would only be office space.

Clark asked how many employees would be on site. Robinson said he was unsure.

Sasson questioned how many trees would be planted. Summers explained four trees would be mitigated for on site.

Matranga asked if the dumpster enclosure would be opaque. Robinson answered the enclosure would have a sliding gate.

5. Consideration and possible action regarding future Planning and Zoning Commission meeting dates

**A. Thursday, October 17, 2019 - regular meeting
Thursday, October 24, 2019 – regular meeting**

6. Communications

A. Commissioners (suggestions for future agenda items and general comments; updates from liaison assignments)

Lundquist reported on the Keep Friendswood Beautiful meeting where she said they discussed upcoming events such as Art in the Park, Fall Haul, Santa in the Park, the Speakeasy Gala, and a canoe regatta. Lundquist also mentioned Fairy Trails being installed in the parks, the rain barrel event, the dog park grand opening, and a ribbon cutting at 1776 Park for the new kayak launch.

Matranga announced a P&Z retreat was being planned for December.

B. Planning Subcommittee

No comments.

C. Ordinance Subcommittee

No comments.

D. Council Liaison – Trish Hanks

Councilperson Branson attended as liaison and did not have any comments.

E. Staff - commercial and residential project updates; City Council action and ordinance updates

Harbin said the subcommittees would begin meeting again. She said she was hoping to have some direction from Council after their next meeting regarding a Comprehensive Plan. She said other things to work on will be changing the Zoning Board of Adjustment regulations to be more in line with state regulations. Harbin stated that following the state's adoption of several house bills, the subdivision and zoning ordinances will need some updates.

Harbin announced the City would be receiving a TxDOT grant that would install accessible sidewalks in the Downtown District along FM 518. She said the grant would include 6-foot concrete sidewalks with 1-foot pavers on each side and several traffic light replacements. Harbin explained the City's responsibility would be to obtain any private easements necessary for sidewalk installation.

Harbin provided an update on commercial projects saying the four story building at 505 South Friendswood was making progress. She also said the Chipotle Mexican Grill had their walls up.

7. Adjournment

The regular meeting adjourned at 7:40pm.

8. Call to Order: Work Session - 2nd Floor Conference Room immediately following the regular meeting

The work session was called to order at 7:48pm.

A. Training Session 1: Discussion and presentation on City of Friendswood departments, boards and commissions, development processes, and City resources

Attended by Commissioners Lundquist, Matranga, Guenther, Clark, and Banfield and Councilperson Erenwert plus staff Harbin and Summers.

9. Adjourn Work Session

The work session adjourned at 8:39pm.



FRIENDSWOOD PLANNING & ZONING COMMISSION

AGENDA ITEM FORM

Meeting Date: October 17, 2019

Subject: Consideration and possible action regarding a request for a zone classification change for 43.0673 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, along the future Friendswood Lakes Boulevard, to change from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)

Action: Recommendation

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning classification of 43.0673 acres from Single Family Residential (SFR) to Multi-Family Residential-Garden Home District (MFR-GHD). The development of this tract will be an extension of the Sterling Creek Subdivision sections. The MFR-GHD zoning district allows for 60-foot lots and a density of 6 units per acre....reference the Residential Regulation Matrix for more details regarding setbacks and lot coverage. Additionally, the description of the zoning district is included in the Rezoning Report.

An attachment has also been included which shows all of the other locations of GHD zoning districts within the City of Friendswood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Either zoning district will allow the property to be developed with single family homes, which benefit the school district and add to the City's taxable values.

RECOMMENDATIONS

ATTACHMENTS

1. Sterling Creek Zone Change Application
2. Sterling Creek Deed
3. Sterling Creek Metes & Bounds
4. Sterling Creek Aerial Map
5. Sterling Creek Location Map
6. Sterling Creek Zoning Map
7. Sterling Creek GHD Rezoning Report
8. Residential REGULATION MATRIX
9. Other GHD Zoning within City



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: MFR-GHD

☐ 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: _____

Platted Land – Plat Name: _____ Lot: _____ Block: _____

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill Country Ranching, LLC Phone: 281-482-3034

Owner's Mailing Address: 770 South Post Oak Lane

City: Houston State: TX Zip: 77056 Fax: _____

Owner's Email Address: NA

AGENT'S NAME : Scott R. Sheridan, PE, RPLS, CFM Phone: 281-519-8530 x.103

Agent's Mailing Address: PO Box 1549

City: Alvin State: TX Zip: 77512 Fax: _____

Agent's Email Address: scott@danielscottengineering.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: 6-6-19

Agent's Signature: _____ Date: 6/6/19

Received By: B. Sumner

Date of Public Hearing: 10/10 - 10/17 + 11/4

Property Owner Notices: 9-27-19

Application Number: PLAN-2019-0036

Received Date: 8-27-19

Newspaper Notice: 9-16-19

Sign on Property: 9-27-19

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

SPECIAL WARRANTY DEED

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

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

The SURFACE ONLY of two (2) tracts of land, one containing approximately 194.21 acres situated in the Geo Patterson Survey, Abstract No. 645 and the Mary Fabreau Survey, Abstract No. 69 and the other containing approximately 26.92 acres situated in the I. & G. N.R.R. Survey No. 5, Abstract No. 622, located in Galveston County, Texas, which tracts are more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein for all purposes;

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

This Deed is subject to the following terms and provisions

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

HOU 3059373 5

17 PGS
2010059566

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By

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

By

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

STATE OF TEXAS

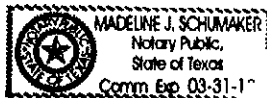
§

COUNTY OF FORT BEND

§

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

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

STATE OF TEXAS

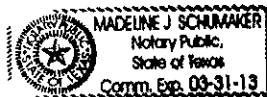
§

COUNTY OF FORT BEND

§

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

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

7

GRANTEE.

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

By _____

Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS

§

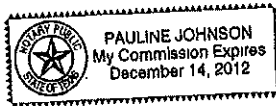
§

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,

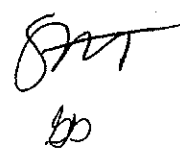
THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One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

HOU 3059373 5

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

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

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

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

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

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

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

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

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

Exhibit A - Page 2


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



HOU 3059373 5



TRACT "B"

A tract of land containing 1,172, 653 9 square feet out of and being part of a called first tract conveyed to George A Bofysil, Jr as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653 9 square feet being more particularly described in metes and bounds as follows

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

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575 67 feet (called 574 00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194 21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955 14 feet (called 4953 05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389 91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S 00 deg -33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S 88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

Exhibit A - Page 4



HOU 3059373 5



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

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

Exhibit A - Page 5



HOU 3059373 5



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

 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 Assignior, 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

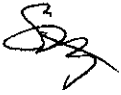


Exhibit B - Page 3



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

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113

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METES AND BOUNDS DESCRIPTION 43.0673 ACRES (1,876,013 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 GALVESTON COUNTY, TEXAS

43.0673 ACRES (1,876,013 SQUARE FEET) OF LAND OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS; SAID 43.0673 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:

COMMENCING AT A 5/8 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF STERLING CREEK, SECTION 3, RECORDED IN CLERK'S FILE NUMBER 2017055886 OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS, SAID POINT BEING ON THE NORTHEAST LINE OF SAN JOAQUIN ESTATES, SECTION 3, AS RECORDED IN VOLUME 17, PAGE 63, OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE SOUTH 48°13'59" EAST, ALONG THE COMMON LINE OF SAID STERLING CREEK, SECTION 3 AND SAN JOAQUIN ESTATES, SECTION 3, AT A DISTANCE OF 823.27 FEET PASSING A 5/8 INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF STERLING CREEK SECTION THREE AND CONTINUING ALONG THE COMMON LINE OF SAN JOAQUIN ESTATES SECTION 3 AND SAID TRACT "A" FOR A TOTAL DISTANCE OF 1,183.27 FEET TO A 5/8 INCH CAPPED IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 41°46'01" EAST, A DISTANCE OF 165.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER, SAID POINT BEING LOCATED ON THE SOUTHWEST LINE OF THE EXTENSION OF GRACE CROSSING, A 60.00 FOOT PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, AS RECORDED ON SAID STERLING CREEK SECTION 3, SAID PLANNED EXTENSION OF GRACE CROSSING TO BE RECORDED IN THE PLAT OF SECTION FOUR OF STERLING CREEK SUBDIVISION;

THENCE SOUTH 48°13'59" EAST, ALONG THE SAID PLANNED EXTENSION OF GRACE CROSSING, A DISTANCE OF 16.03 FEET TO A POINT FOR CORNER;

THENCE NORTH 41°46'43" EAST, TRAVERSING SAID TRACT "A", A DISTANCE OF 1,131.65 FEET TO A 5/8 INCH CAPPED IRON ROD SET FOR AN INTERIOR CORNER OF THE TRACT HEREIN DESCRIBED AND BEING IN THE EXTENSION OF THE NORTHEAST LINE OF AVERY LANE, A 60.00 FOOT PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT;

THENCE NORTH 48°13'17" WEST, ALONG THE SAID PLANNED EXTENSION OF AVERY LANE, A DISTANCE OF 374.96 FEET TO A 1/2 INCH CAPPED IRON ROD FOUND AT THE SOUTH CORNER OF LOT 8, BLOCK 1 OF SAID STERLING CREEK SECTION 3;

THENCE NORTH 41°46'43" EAST, A DISTANCE OF 135.00 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND IN THE SOUTHWEST LINE OF RESTRICTED RESERVE "A" OF SAID STERLING CREEK SECTION 3 AND BEING A COMMON CORNER OF SECTIONS 3 AND SECTION 3-B AS RECORDED IN CLERK'S FILE NUMBER 2019028674;

THENCE SOUTH 48°16'56" EAST, ALONG THE COMMON LINE OF SAID SUBDIVISIONS A DISTANCE OF 44.96 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID RESERVE "A";

THENCE NORTH 41°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVE "A", A DISTANCE OF 218.52 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF SAID RESERVE "A" AND SECTION 3 AND BEING IN THE SOUTHWEST LINE OF THE EXTENSION OF FRIENDSWOOD LAKES BOULEVARD, BASED ON A WIDTH OF 100.00 FEET;

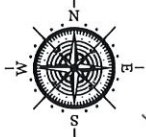
THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SAID SOUTHWEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES

1. SOUTH 49°08'04" EAST, A DISTANCE OF 401.27 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
2. SOUTH 49°10'52" EAST, A DISTANCE OF 109.95 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
3. SOUTH 49°08'24" EAST, A DISTANCE OF 260.82 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
4. SOUTH 49°06'12" EAST, A DISTANCE OF 611.51 FEET TO A 5/8 INCH CAPPED IRON ROD SET CORNER

THENCE SOUTH 41°53'43" WEST, DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE AND TRAVERSING THE SAID 194.21 ACRE TRACT "A", ALONG THE NORTHWEST LINE OF A 60.00 FOOT COMMUNITY PUBLIC SERVICE ELECTRIC EASEMENT AS RECORDED IN VOLUME 1715, PAGE 69 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, A DISTANCE OF 1,671.79 FEET TO A 5/8 INCH CAPPED IRON ROD SET IN THE SOUTHWEST LINE OF SAID 194.21 ACRE TRACT AND BEING IN THE NORTHEAST LINE OF SAID SAN JOAQUIN ESTATES SECTION 3;

THENCE NORTH 48°13'59" WEST, ALONG THE COMMON LINE OF SAID 194.21 ACRE TRACT "A" AND SAN JOAQUIN ESTATES SECTION 3, A DISTANCE OF 1,066.03 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 43.0673 ACRES OF LAND, MORE OR LESS.

SCALE
1"=350'



STERLING CREEK
SECTION TWO
C.F.#2016021773

STERLING CREEK
SECTION THREE
C.F.#2017055886

STERLING CREEK
SECTION 3-B
C.F.#2019028674

STERLING CREEK
SECTION 4
FUTURE
DEVELOPMENT

1,876,013 Sq. Feet
43.0673 Acres
PT C.F.#2010059686

16' T.N.M.P. CO. E5MT.
C.F.# 2012026488

60' COMMUNITY PUBLIC SERVICE
ELECTRIC EASEMENT
VOL. 1715, PG. 69
G.C.D.R.

CONSTANCE CLEAVES BRAKEBILL
M FABREAU SURVEY A-69
CALLED 97.00 ACRES
C.F.#2018062322

20' SANITARY SEWER EASEMENT
AND WATERLINE EASEMENT GRANTED
TO THE CITY OF FRIENDSWOOD
F.C.#008-85-2447(C.C.F.#9316397)
F.C.#010-47-2242(C.C.F.#9523682)

RESIDUE 194.21 ACRE TRACT "A"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

THIS SKETCH IS INCORPORATED BY REFERENCE
AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 43.0673 ACRES (1,876,013 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 43.0673 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STERLING CREEK
PHASE FOUR

DATE 07/10/2019

PRO-SURV, LLC

T.B.P.L.S. FIRM #10119300
P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE: 281-996-1113 FAX: 281-996-0012
PROFESSIONAL SURVEY AND MAPPING SERVICES
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PROJECT#PS1906416



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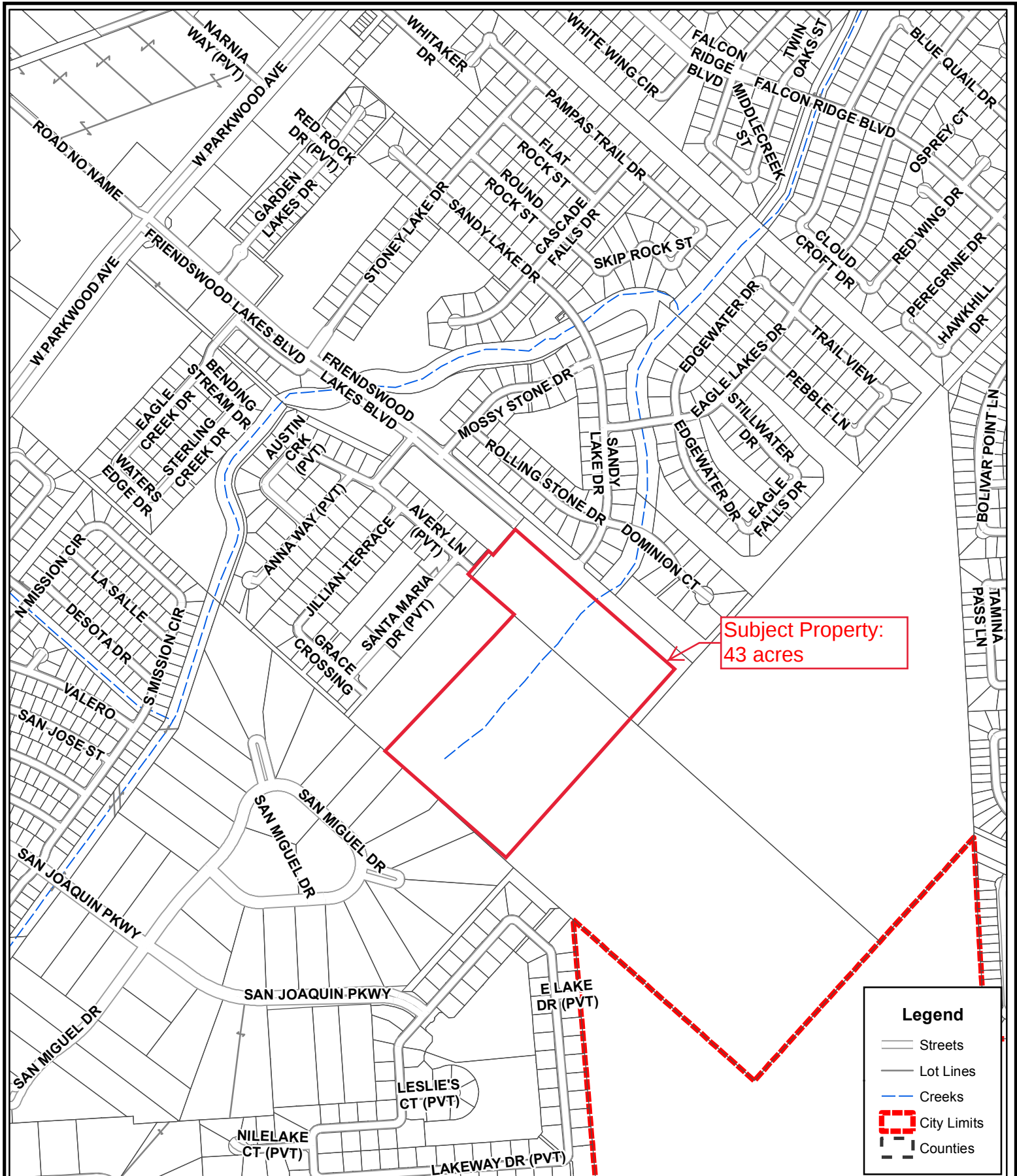


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1" = 410'
 Page 66 of 83



Subject Property:
43 acres

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties

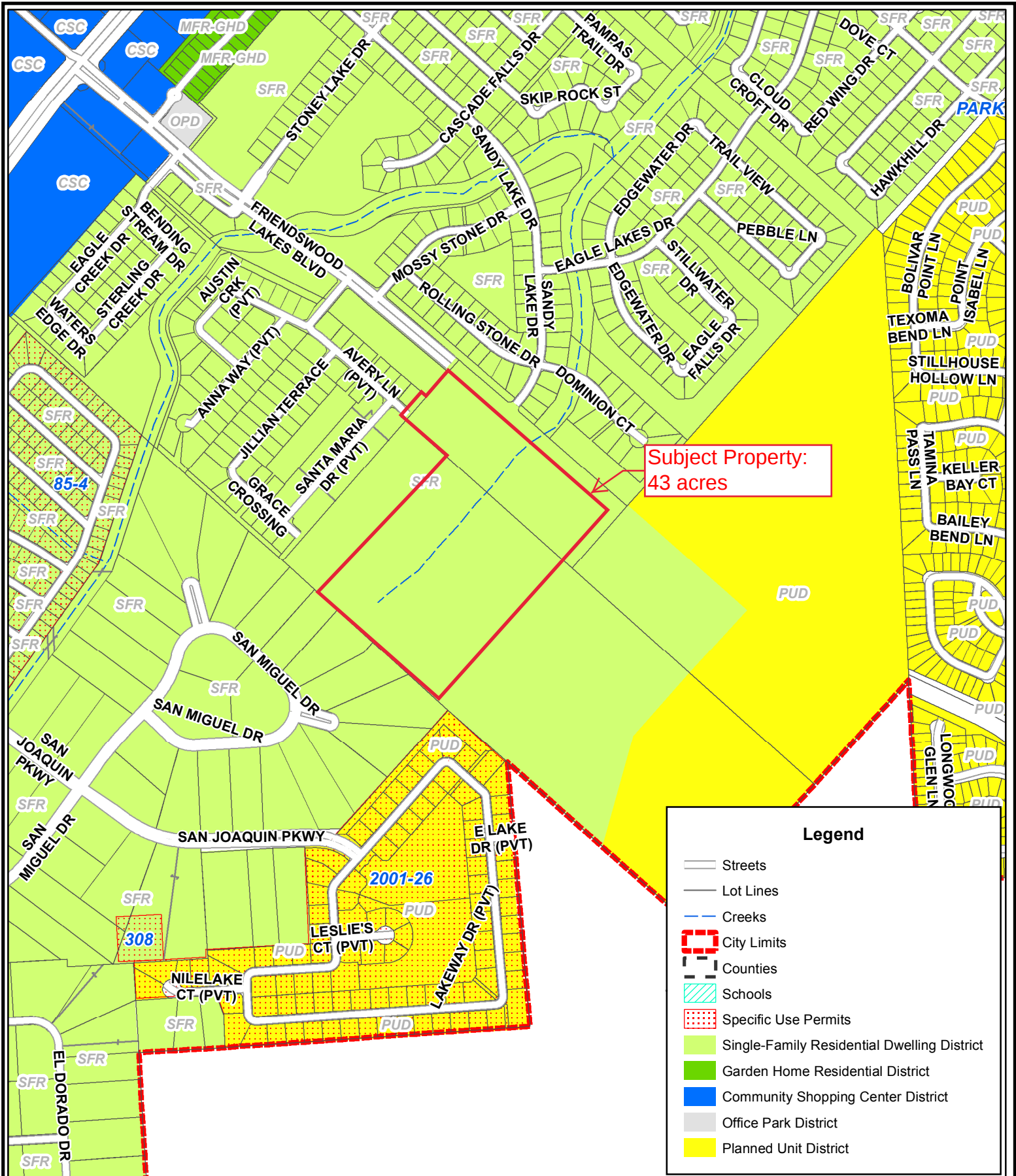
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1" = 821'
Page 68 of 83

Rezoning Report

September 2019

Project: Zone Change

Address: 43.0673 acres along the future Friendswood Lakes Boulevard

Legal: 43.0673 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. Said 194.21 acre tract of land being out of and a part of lots 1-3, 13-16 and 19-20 of the David Fahey Subdivision and also being out of and a part of lot 4 of the Burgess Subdivision

Request: Zone classification change from Single Family Residential (SFR) to Multi-Family Residential – Garden Home District (MFR-GHD)

Applicable Zoning Ordinance Excerpts

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations

C1. *MFR-GHD, garden home residential, general purpose and description.* The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

- (1) May have limited area suitable for residential development due to geographical limitations;
- (2) Have portions of the property subject to flooding; or
- (3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The interior living area of the first floor of any two-story residential structure in MFR-GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches, terraces and garages.

Existing Use/Site Attributes:

The subject property is 43.0673 acres of undeveloped land.



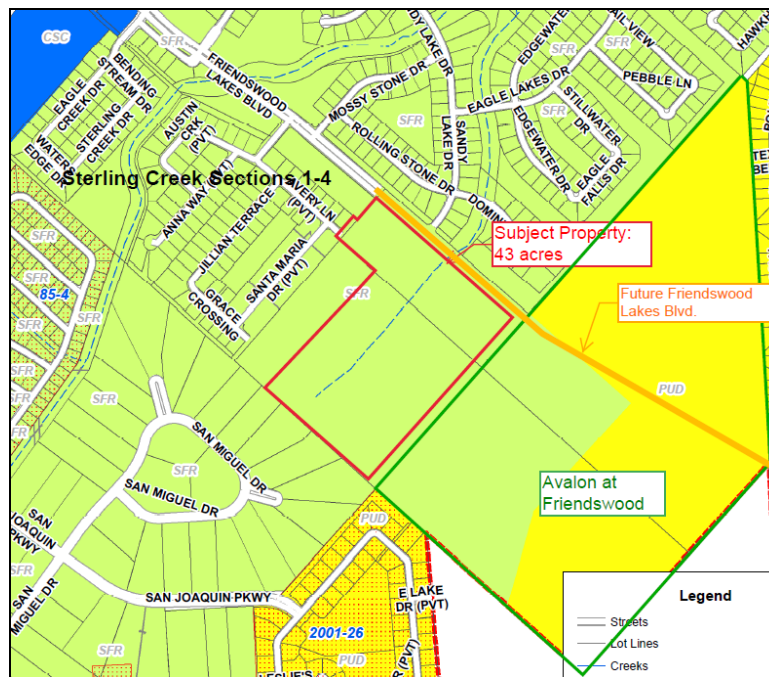
City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the property has always been Single Family Residential (SFR).

Adjacent Zoning/Land Use:

The property is surrounded by lots zoned Single Family Residential (SFR) that are in the process of being platted as sections of Sterling Creek and undeveloped land zoned Single Family Residential (SFR) that is currently being rezoned to Planned Unit Development (PUD) for Avalon at Friendswood. Friendswood Lakes Boulevard extension will provide access to the acreage.



City of Friendswood Zoning Map

Platting Analysis:

The property will require preliminary and final plats prior to development.

Planning Analysis:

The proposed location and attributes of this property does not meet the intent of the Garden Home District (GHD) zoning description, which is to allow is to allow development of property which may have limited area suitable for residential development due to geographical limitations, have portions of the property subject to flooding; or is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The GHD district allows up to 6 units per acre. For 43 acres, it is likely that approximately 25% of the acreage would be used for roads, utilities and drainage, which would leave about 32.25 acres. At 6 acres per lot, there is potential for approximately 193 lots.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Low Density Residential.

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

The property will be required to provide on-site detention.

Utilities:

The developer will be required to extend City water and sewer lines for development.

Access:

The extension of Friendswood Lakes Boulevard will provide access to the acreage.

Park/Open Space:

Park Dedication Fees of \$600 per lot will be due at the time of Building Permit Issuance.

REGULATION MATRIX - RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards - Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR - E Single Family Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20
MFR - L Multi Family - Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50

MFR - M Multi Family - Medium	9	—	—	<u>25</u> B	0	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>
MFR - H Multi Family - High	12	—	—	<u>25</u> B	0	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>
MHR Mobile Home	10	—	—	<u>25</u> B	<u>25</u>	10 I	<u>30</u>	<u>25</u> B	<u>20</u>	K	No	<u>50</u>
A I	—	—	—	<u>25</u> B	<u>25</u>	10 I	<u>25</u> B	<u>20</u> C	40	K	No	10%
MFR-GHD Garden Home District	<u>6</u>	<u>6,000</u>	<u>60</u>	<u>20</u> B, H	<u>20</u>	<u>0</u> D, J	<u>5</u> B, H	<u>4</u> C, H	<u>40</u>	<u>K</u>	<u>Yes D</u>	<u>50</u>

A.Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.

B.Thirty-five feet on thoroughfares.

C.Twenty-five feet on thoroughfares.

D.Zero set-back on side only, minimum five-foot separation between buildings.

E.Ten foot minimum separation between buildings.

F.Lots currently in existence with less than 90 feet of width that have structures already built upon them may continue with the same existing set back for additions provided they are not less than a minimum of five feet.

G.Developer must elect either units per acre or lot area. Two family residential units on two lots are required when lot area is elected.

H.Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the Drainage Utility/Access easement (if streets are private) whichever is greater.

I.Twenty-five feet when abutting land zoned single-family residential (SFR) district.

J.Ten feet when abutting land zoned anything other than MFR - GHD (Garden Home District).

K.Parking is required in accordance with the Parking Group Table in the Design Criteria Manual.

3.

Area and height exceptions.

a.

Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

b.

A building structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:

1.

Buildings or structures in Community Shopping Center (CSC), Neighborhood Commercial (NC), Office Park (OPD), Light Industrial (LI), Industrial (I), Business Park (BP) districts may exceed 40 feet in height when:

a.

The building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation. Provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with subsection 9.G. of this appendix.

b.

Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.

2.

Exceptions: Structures located within a General PUD or PUD-Mixed Use shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a General PUD or PUD-Mixed Use application will be as established in the Ordinance authorizing and approving the Planned Unit Development.

3.

The maximum height allowed for structures within the Downtown District (DD) is 70 feet as measured in accordance with the method prescribed in [Section 20](#), Definitions, subsection OO, Height.

c.

Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

d.

When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

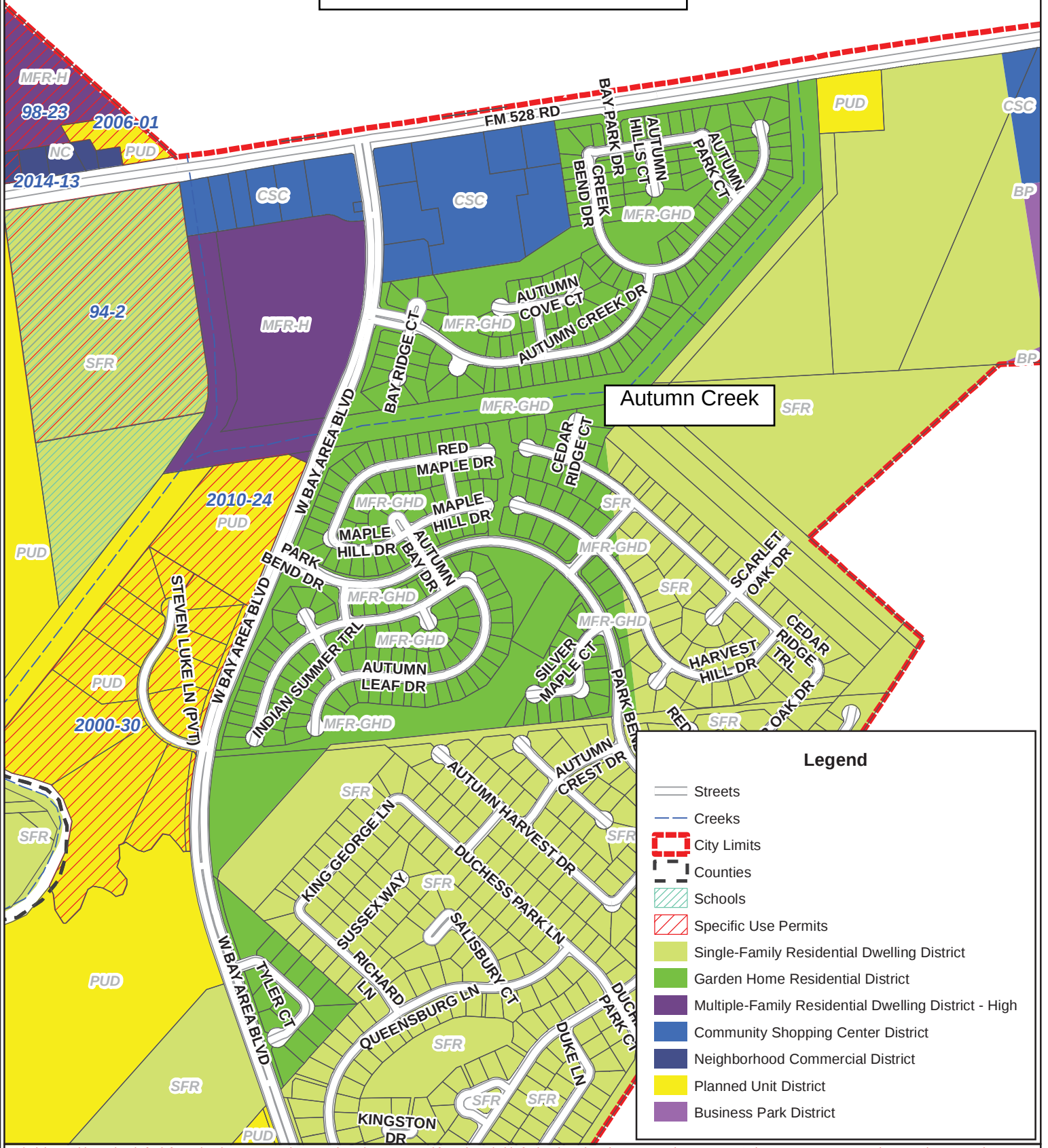
e.

The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.

f.

Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

Other GHD zoning districts within City



Legend

- Streets
- Creeks
- City Limits
- Counties
- Schools
- Specific Use Permits
- Single-Family Residential Dwelling District
- Garden Home Residential District
- Multiple-Family Residential Dwelling District - High
- Community Shopping Center District
- Neighborhood Commercial District
- Planned Unit District
- Business Park District

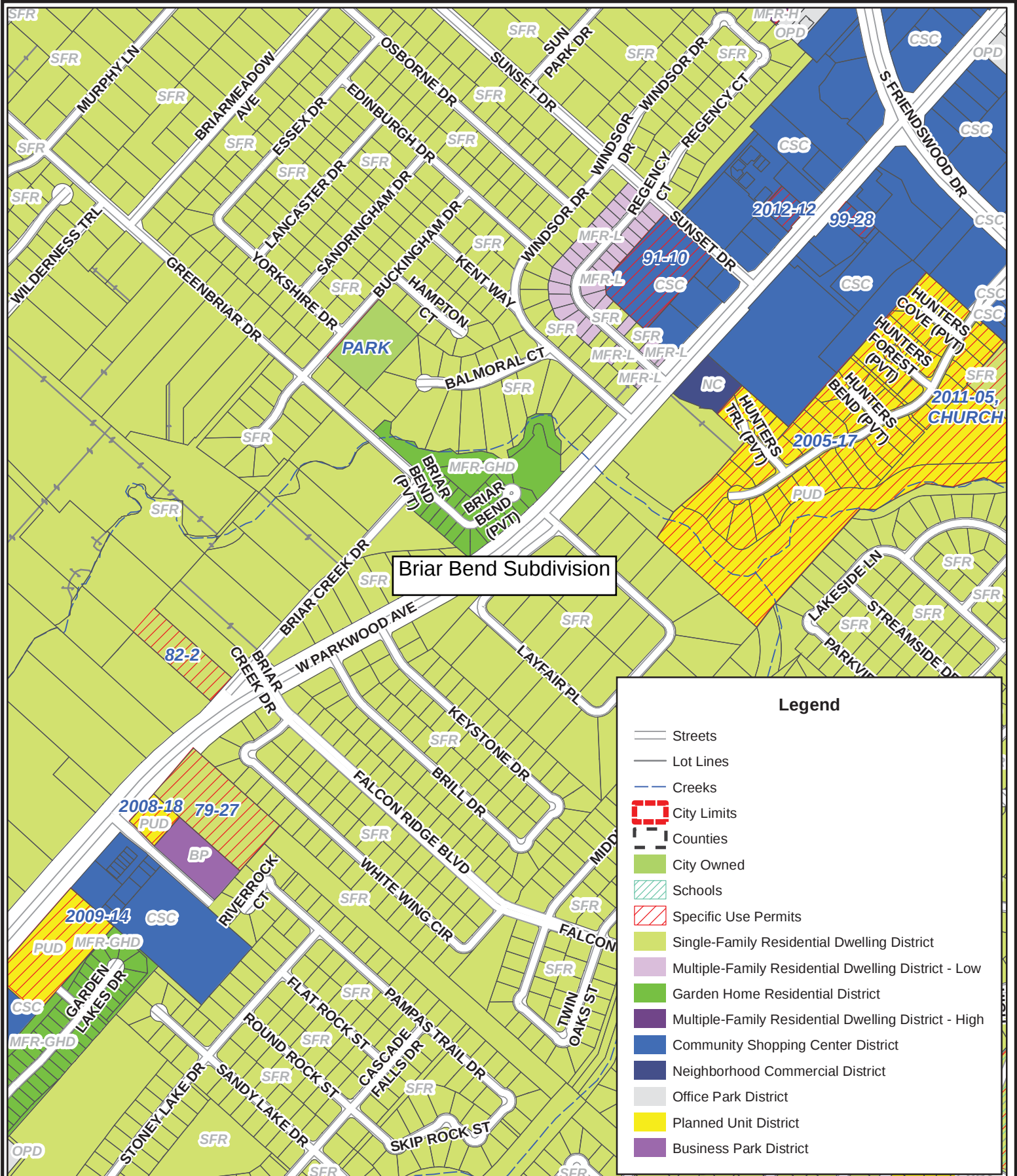
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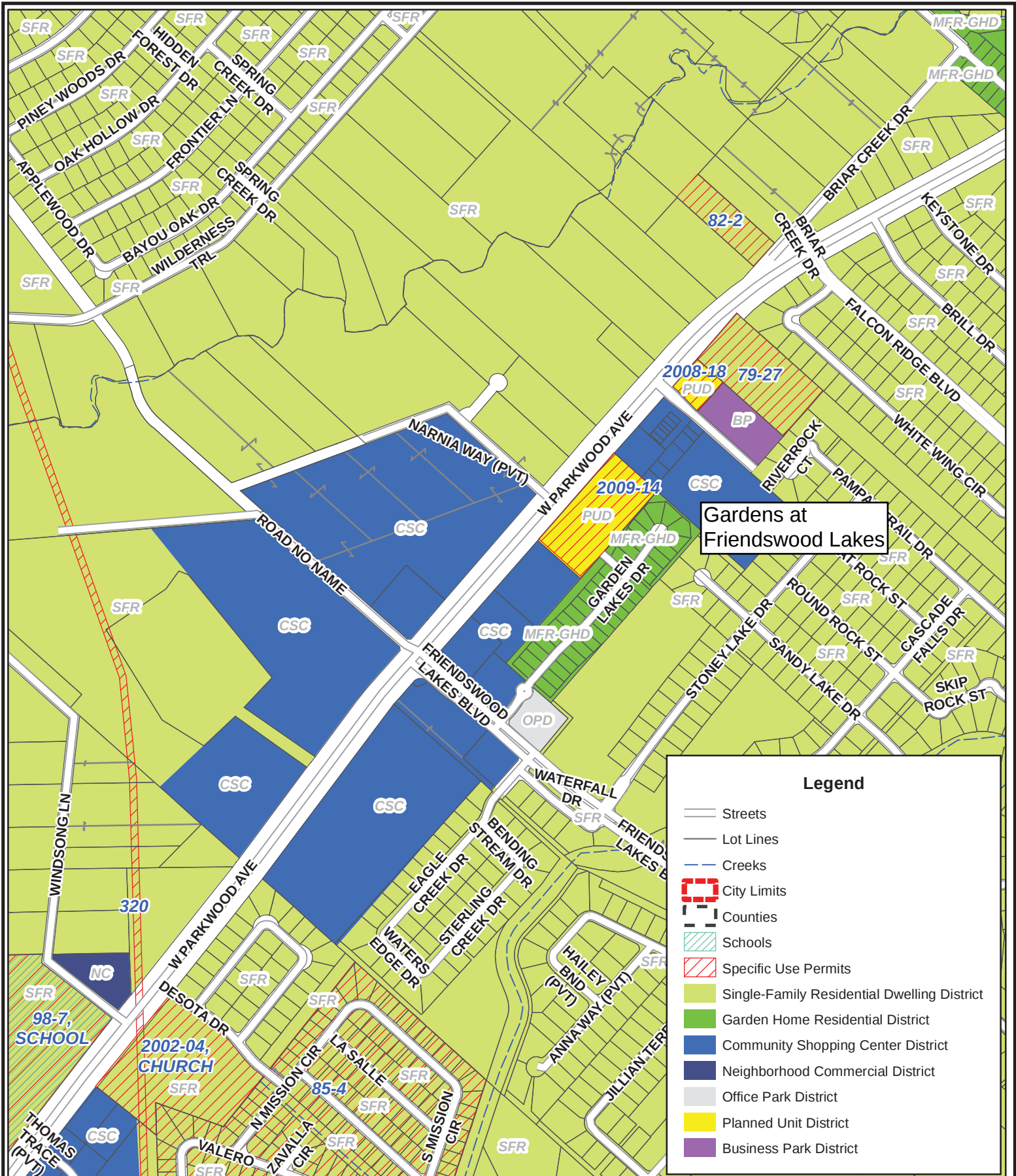


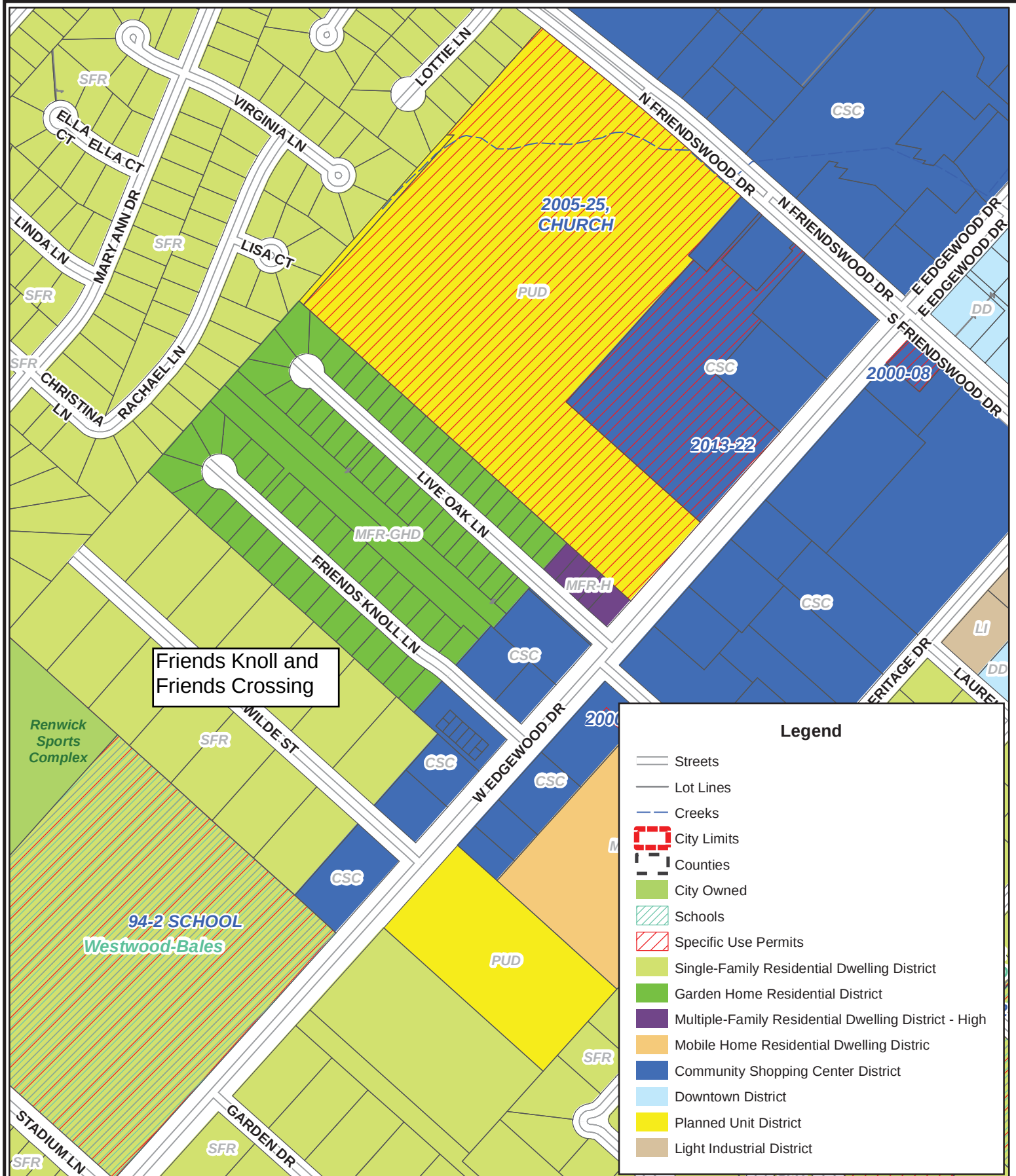
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1" = 717'
 Page 77 of 83





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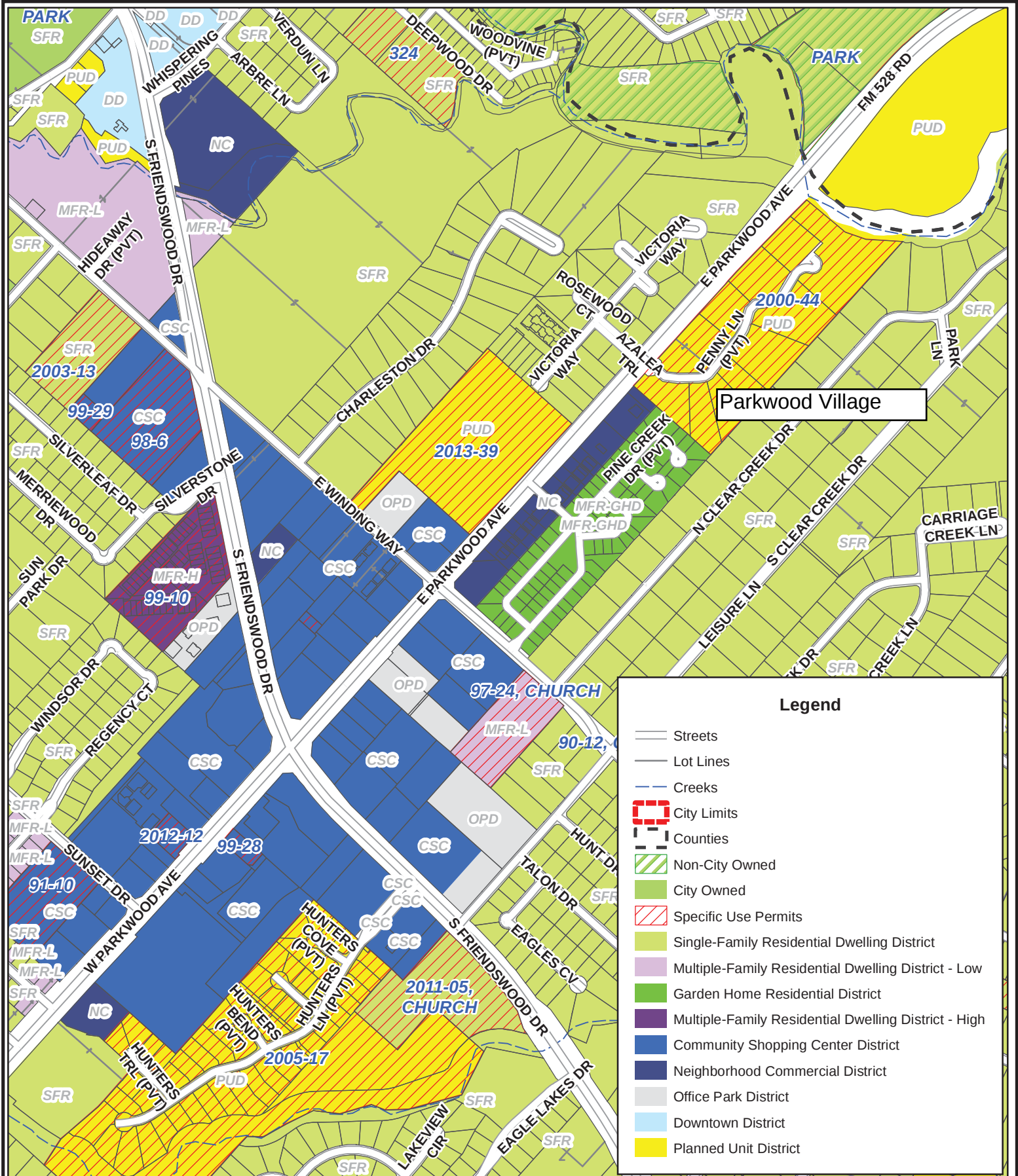


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1" = 358'
 Page 79 of 83



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1" = 717'
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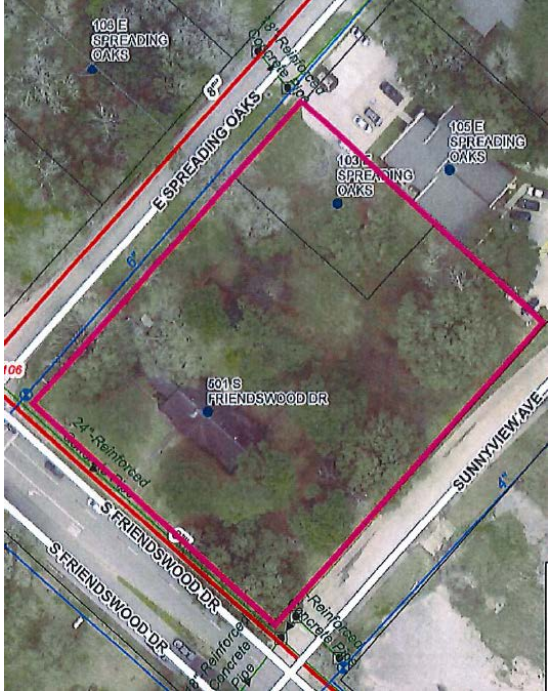
1" = 358'
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Memo

To: Planning & Zoning Commission
 From: Aubrey Harbin, Director of Community Development/Planner
 Date: October 1, 2019
 Re: DRC Report

The following DRC Meetings were held in **September 2019**.

Project	Current Zoning	Zone Change Required? Y/N	Issues discussed	Location
408 S Friendswood Drive (with access to Willowick and Spreading Oaks) Mixed Use Development – 4 story building with 99 residential units (41 studios, 26 one-bedroom, and 32 two-bedroom); 10,500 sqft retail; 6872 sqft office	DD	No	All development fees waived per Neighborhood Empowerment Zone (NEZ); Plat required; Downtown District Amenities required including 15-foot parkway; water and sewer are available; public swimming pool to be permitted through Galveston County Health District; petition to GCCDD to purchase regional detention; eligible to receive credit for existing impervious cover; no high-hazard flood zones; TxDOT permits required for any improvements or utilities with right-of-way of FM 518; fire sprinkler and fire alarm systems required	

501 S Friendswood Drive Mixed use – food service, retail, and office 16,000sqft retail strip center	DD	No	All development fees waived per Neighborhood Empowerment Zone (NEZ); option to apply for Certificates of Platting Exemption or plat to combine the tracts into one parcel; Downtown District Amenities required including 15-foot parkway; water and sewer are available; petition to GCCDD to purchase regional detention; may be eligible to receive credit for existing impervious cover; no high-hazard flood zones, TxDOT permits required for any improvements or utilities within right-of-way of FM 518; driveway cut on Frienswood Drive may be unlikely; fire sprinkler and fire alarm systems required	
---	----	----	--	--