



**CITY OF FRIENDSWOOD
PLANNING AND ZONING COMMISSION REGULAR MEETING
THURSDAY, DECEMBER 8, 2022 - 7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. PUBLIC COMMUNICATION

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

3. 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 so requests in which case the item would be removed from the consent agenda and considered separately.

- A. Consider approving the minutes of the Planning and Zoning Regular Meeting held on Thursday, November 10, 2022.
- B. Consider approving the minutes of the Planning and Zoning Special Meeting held on Tuesday, November 29, 2022.

4. ACTION ITEMS

According to the Planning and Zoning Rules of Procedure (R2021-18), 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. ZONE CHANGE REQUEST: 110 HUNTERS LANE TO CHANGE FROM CSC TO MFR-M

- i Conduct a public hearing regarding a request for a zone classification change from a Community Shopping Center (CSC) Zoning District to a Multi-Family Residential – Medium Density (MFR-M) Zoning District for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas.
- ii Consider making a recommendation to City Council concerning a request for a zone classification change from a Community Shopping Center (CSC) Zoning District to a Multi-Family Residential – Medium Density (MFR-M) Zoning District for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas.

B. ZONE CHANGE REQUEST: 1376 W PARKWOOD AVE SUP TO ALLOW RELIGIOUS ORGANIZATIONS

- i Conduct a public hearing regarding a request for a Specific Use Permit (SUP) to allow for NAICS Use #8131 Religious Organizations (the underlying Single Family Residential (SFR) Zoning District will remain) for the property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.
- ii Consider making a recommendation to City Council regarding a Specific Use Permit (SUP) to allow for NAICS Use #8131 Religious Organizations (the underlying Single Family Residential (SFR) Zoning District will remain) for the property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.

C. ZONE CHANGE REQUEST: FM 2351/W EDGEWOOD DR FROM PUD TO SFR

- i Conduct a public hearing regarding a request for a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single Family Residential (SFR) Zoning District for a tract of land located on W. Edgewood Drive/FM 2351, being a 4.621 acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas.
- ii Consider making a recommendation to City Council regarding a request for a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning district to a Single Family Residential (SFR) Zoning District for a tract located on W. Edgewood Dr/FM 2351, being a 4.621-acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas.

5. COMMUNICATIONS

- A. Receive the November 2022 DRC Report from staff, updates of City Council actions and ordinance considerations, and updates of Galveston County Consolidated Drainage District (GCCDD) actions.
- B. Receive Liaison and Commission Comments and Reports.
Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the Planning and Zoning Commission of the City of Friendswood may receive reports about items of community interest from City staff and/or a member of the Commission, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.
- C. Announcement of the next Planning and Zoning Commission regular meetings for (i) Thursday, December 22, 2022 and (ii) Thursday, January 12, 2023.

6. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE PLANNING AND ZONING COMMISSION RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711

OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS,
PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).

Becky Bennett

Becky Bennett
Development Coordinator

Leticia Brysch



Posted by: Leticia Brysch, City Secretary
Posted in compliance with the Texas Open Meetings Act this
5th day of December 2022, at 2:00 p.m.



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Consider approving the minutes of the Planning and Zoning Regular Meeting held on Thursday, November 10, 2022.

Action:

SUMMARY / ORIGINATING CAUSE

Minutes are attached for consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 11-10-2022 PZ Minutes



**CITY OF FRIENDSWOOD
PLANNING AND ZONING COMMISSION
THURSDAY, NOVEMBER 10, 2022 - 7:00 PM**

Minutes

MINUTES OF A FRIENDSWOOD REGULAR MEETING HELD AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
NOVEMBER 10, 2022

1. CALL TO ORDER

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD PLANNING AND ZONING COMMISSION THAT WAS HELD ON THURSDAY, NOVEMBER 10, 2022, AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS

CHAIRMAN JOSEPH MATRANGA
VICE-CHAIRMAN RICHARD SASSON
COMMISSIONER TRAVIS MANN
COMMISSIONER TOM HINCKLEY
COMMISSIONER MARCUS RIVES
COUNCIL LIAISON SALLY BRANSON
CITY ATTORNEY KAREN HORNER
DIRECTOR OF CDD/PLANNER AUBREY HARBIN
DEVELOPMENT COORDINATOR BECKY BENNETT

COMMISSIONERS BRIAN BOUNDS AND CATHY KOERNER WERE ABSENT FROM THE MEETING.

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 so requests in which case the item would be removed from the consent agenda and considered separately.

****Vice-Chairman Richard Sasson moved to approve the Consent Agenda. Seconded by Commissioner Travis Mann. The motion was approved unanimously.**

- A. Consider approval of the minutes of the regular meeting held Thursday, October 13, 2022
- B. Final Plat of Avalon at Friendswood Section 3

4. Action Items

According to the Planning and Zoning Rules of Procedure (R2021-18), 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. Consider approval of the Preliminary Plat of Georgetown Detention Basin Phase 1, a subdivision of 43.447 acres located in the I&GN RR Co Survey, Block 1, Section 23, Abstract 624 City of Friendswood, Galveston County, Texas

****Commissioner Marcus Rives moved to approve the Preliminary Plat of Georgetown Detention Basin Phase 1. Seconded by Commissioner Travis Mann. The motion was approved unanimously.**

Harbin said the detention pond will be accessed by a temporary access easement from FM 528 until the subdivision boulevard is constructed. She said the property also includes a Phillips pipeline easement that will need to be abandoned prior to infrastructure plan approval. Sasson asked if the Commission had already seen this plat. Harbin answered the preliminary plat had already been approved by the Commission but the acreage had increased since approval. She said the Galveston County Consolidate Drainage District (GCCDD) had requested right-of-way along the bayou that increased the acreage of the plat and requires new approval.

5. Communications

- A. Receive an update concerning the City Council's recent amendments to the City's Boards and Commissions and Council's Appointment Policy from Karen Horner, City Attorney.

City Attorney Horner briefed the Commission on recent amendments to the City's appointment policy. She explained most changes are clean up items, making information easier to locate, and codification. She said the most substantial change is that commissioners would serve two-year terms instead of three-year terms.

- B. Announcement of upcoming Planning and Zoning Commission meetings -
 - (i) No meeting on Thursday, November 24, 2022, due to the Thanksgiving holiday
 - (ii) Special meeting on Tuesday, November 29, 2022 - annual retreat at Library 6pm
 - (iii) Regular meeting on Thursday, December 8, 2022

- C. Receive the October 2022 DRC Report from staff, updates of City Council actions and ordinance considerations, and updates of Galveston County Consolidated Drainage District (GCCDD) actions.

Harbin stated the October 2022 DRC report was included in the backup material.

6. ADJOURNMENT

This meeting was adjourned at 07:14 PM.



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Consider approving the minutes of the Planning and Zoning Special Meeting held on Tuesday, November 29, 2022.

Action:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 11-29-2022 PZ Minutes



**CITY OF FRIENDSWOOD
PLANNING AND ZONING COMMISSION
TUESDAY, NOVEMBER 29, 2022 - 6:00 PM**

Minutes

**MINUTES OF A FRIENDSWOOD SPECIAL MEETING HELD AT 416 S. FRIENDSWOOD
DRIVE, FRIENDSWOOD, TEXAS, FRIENDSWOOD PUBLIC LIBRARY**

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
NOVEMBER 29, 2022

1. CALL TO ORDER

MINUTES OF A SPECIAL MEETING OF THE FRIENDSWOOD PLANNING AND ZONING
COMMISSION THAT WAS HELD ON TUESDAY, NOVEMBER 29, 2022, AT 416 S.
FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS

CHAIRMAN JOSEPH MATRANGA
VICE-CHAIRMAN RICHARD SASSON
COMMISSIONER TRAVIS MANN
COMMISSIONER TOM HINCKLEY
COMMISSIONER CATHERINE KOERNER
COMMISSIONER MARCUS RIVES
COMMISSIONER BRIAN BOUNDS
COUNCIL LIAISON TRISH HANKS
CITY ATTORNEY KAREN HORNER
DIRECTOR OF CDD/PLANNER AUBREY HARBIN
DEVELOPMENT COORDINATOR BECKY BENNETT

2. COMMUNICATION FROM THE PUBLIC / COMMITTEE LIAISONS

In order 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 to be
placed on a later regular Commission agenda for discussion and/or possible action.

None.

3. ACTION ITEMS

According to the Planning and Zoning Rules of Procedure (R2021-18), 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. Consider establishing and prioritizing goals for the Planning and Zoning Commission.

**Commissioner Tom Hinckley moved to approve establishing and prioritizing goals for the Planning and Zoning Commission. Seconded by Commissioner Catherine Koerner. Hinckley amended his motion to discuss. Koerner seconded the amendment.

Chairman Matranga reviewed the commission's 2022 actions and accomplishments. Harbin and Bennett provided possible tasks for 2023 to be discussed by the subcommittees. The commission discussed changing the meeting start time from 7:00pm to 6:00pm to help accommodate citizen and applicant attendance. City Attorney Horner explained changing the time of the meetings would require changing the commission's rules of procedure. She suggested reviewing the rules for other necessary changes.

The commission discussed Galveston County Consolidated Drainage District meeting attendance. Due to the time of the meeting, technical difficulties attending remotely, and lack of action required by the liaison, the commissioners agreed a standing liaison was no longer necessary. They did suggest GCCDD could request a commission liaison or a GCCDD representative could attend the Planning and Zoning Commission meetings when necessary.

4. ADJOURNMENT

This meeting was adjourned at 08:37 PM.



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Conduct a public hearing regarding a request for a zone classification change from a Community Shopping Center (CSC) Zoning District to a Multi-Family Residential – Medium Density (MFR-M) Zoning District for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas.

Action:

SUMMARY / ORIGINATING CAUSE

This zone change request is to change .89 acres from Community Shopping Center (CSC) to Multi-Family Residential Medium Density (MFR-M). The reasoning for the change is to provide a buffer to the existing residential subdivision, Hunters Creek Estates, of residential units rather than additional commercial buildings. Development of the property being zoned CSC has proven to be somewhat difficult in that the depth of the tract limits visibility from FM 518. The MFR-M zoning district allows for 9 units per acre, so the .89 acres would accommodate a max of 9 units.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by .89 acres, which is not in line with the Future Land Use Map priorities. Conversely, the buffer of a residential development could be a better option for the existing residences versus a commercial building with the potential of having dumpsters and deliveries.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Application_110 Hunters Ln
2. Deed_110 Hunters Ln
3. Metes Bounds_110 Hunters Ln
4. Aerial Map_110 Hunters Ln
5. Location Map_110 Hunters Ln
6. Zoning Map_110 Hunters Ln
7. FLUM _110 Hunters Ln
8. Rezoning Report 110 Hunters Ln



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: CSC

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: MFR-M

☐ 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: Behind 1780-1788 S Friendswood Drive, Friendswood, TX 110 Hunters Ln

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: 789 Real Estate Corporation, a Texas corporation Phone: 832-576-8999

Owner's Mailing Address: 4118 Crimson Oak Court

City: Houston State: TX Zip: 77059 Fax: _____

Owner's Email Address: masasushifusion@gmail.com

AGENT'S NAME : Scott Sheridan Phone: 281-519-8530

Agent's Mailing Address: Post Office 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: [Signature] Date: 10.10.2022

Agent's Signature: [Signature] Date: 10/18/2022

Received By: Becky Bennett
Date of Public Hearing: 12-8-23
Property Owner Notices: 11-23-22

Application Number: PLAN-2022-0054
Received Date: 10-27-2022
Newspaper Notice: 11-14-2022
Sign on Property: 11-23-2022

Submittal Requirements for Zone Change Applications

ALL APPLICATIONS - PUD and SUP Options 1 and 2, Land Use Changes

☐ Application Fee of \$300 (PUD \$500)

(Changes in/to Downtown District may be eligible for fee waiver)

☐ Current Deed of Record

☐ Most recent plat OR Certified Metes and Bounds Description (including name, address and telephone number of surveyor)

PUD Option 1

This option allows all plans, including the site plan, to be approved as a part of the zone change request and is a one-time submittal. See Zoning Ordinance Section 7.J. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover sheet, overall site plan, landscape plan, building elevations, and photometric plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

PUD Option 2

This option will require the applicant to apply for site plan approval from the Planning and Zoning Commission at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor.

5 – 24" x 36" sets of collated plans including a cover sheet or letter describing the project, an overall site plan and building elevations

See Zoning Ordinance Section 7.J. for more specific plan requirements.

Specific Use Permit Option 1

This option allows all plans, including the site plan, to be approved as a part of the SUP request and is a one-time submittal. See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

5 – 24" x 36" sets of collated plans including a cover page, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

2 – 24" x 36" sets of collated plans including Engineered drainage, utility, grading and storm water plans (per the City of Friendswood Design Criteria Manual)

2 – 24" x 36" sets architectural plans including mechanical, electrical and plumbing plans

Specific Use Permit Option 2

This option allows utility and drainage plans be submitted with the building permit application at a later date if the SUP is approved.

5 – 24" x 36" sets of collated plans including a cover sheet, site plan, landscape plan, photometric plan, building elevations, tree survey and mitigation plan

See Zoning Ordinance Section 9.G.3. for more specific plan requirements.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

THE STATE OF TEXAS }
 }
COUNTY OF GALVESTON }

Know All Men By These Presents :

That, MANISON FAMILY PARTNERSHIP, LTD, a Texas Limited Partnership, (herein called "Grantor", whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by **798 REAL ESTATE CORPORATION, a Texas corporation**, (herein called "Grantee"), the receipt of which is hereby acknowledged; and the further consideration of the execution and delivery of that one certain promissory note of even date herewith, in the original principal sum of Five Hundred Twenty-Eight Thousand and No/100 Dollars (\$528,000.00), executed by Grantee, as Maker, and payable to the order of Golden Bank, National Association, its successors and/or assigns, (9315 Bellaire Blvd., Houston, Texas 77036) and being due and payable according to the terms and conditions stated therein; the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Dan W. McCrary, Trustee; has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, whose address is 4118 Crimson Oak Ct., Houston, Texas 77059, all of the following described real property in Galveston County, Texas, to wit :

The property more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes

This conveyance is made and accepted subject to all and singular any easements and rights-of-way of record and all presently recorded liens, restrictions, reservations, exceptions, covenants, conditions, set-backs, oil and gas leases, mineral severances and governmental regulations that are valid and affect the property, recorded in the Official Public Records of Real Property of Galveston

1216736/85. JW. FR

STEWART TITLE

County, Texas and any and all matters that would be shown by a current survey and all of these matters are excluded from the warranty of title herein contained.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee above named, its heirs, successors or assigns, forever; and Grantor does hereby bind Grantor, Grantors' successors, heirs, assigns, executors and administrators to Warrant and Forever defend all and singular the said property unto the said Grantee, its heirs, 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.

But it is expressly agreed that a Vendor's Lien, as well as the Superior Title in and to the above described property, is retained against the above described property, premises and improvements until the above described note to Golden Bank, National Association and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The Vendor's Lien retained herein is hereby assigned and transferred unto Golden Bank, National Association, its successors and/or assigns, without recourse.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED effective this 24 day of Oct -, 2012.

MANISON FAMILY PARTNERSHIP, LTD
A Texas Limited Partnership

By: Manison Family Management Trust
General Partner

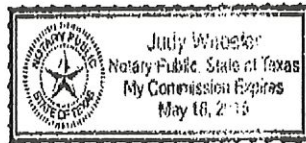
By: Ruth Ann Manison
Ruth Ann Manison, Successor Co-Trustee

By: Karen Sue Manison Daly
Karen Sue Manison Daly, Successor Co-Trustee

STATE OF TEXAS }

COUNTY OF Galveston }

This instrument was acknowledged before me, the undersigned Notary Public, on the 24 day of October, 2012 by Ruth Ann Manison, as Successor Co-Trustee of Manison Family Management Trust, the General Partner of Manison Family Partnership, Ltd, a Texas Limited Partnership, for the purposes and consideration and in the capacities therein expressed.



Judy Wheeler
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }

COUNTY OF Galveston }

This instrument was acknowledged before me, the undersigned Notary Public, on the 24 day of Oct. 24, 2012 by Karen Sue Manison Daly, as Successor Co-Trustee of Manison Family Management Trust, the General Partner of Manison Family Partnership, Ltd, a Texas Limited Partnership, for the purposes and consideration and in the capacities therein expressed.



Judy Wheeler
NOTARY PUBLIC, STATE OF TEXAS

After recordation return to:

Michael Zhou
4118 Crimson Oak Ct.
Houston, TX 77059

EXHIBIT "A"

(Legal Description)

A FIELD NOTE DESCRIPTION of 2.7052 acres (117,873 square feet) of land, more or less, in the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 2.07052 acre tract being out of a tract of land conveyed to Thomas A. Manison, et ux, as recorded in Galveston County Clerk's File No. 9249897; said tract being more particularly described by metes and bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference

Stations:

BEGINNING at a Texas Department of Transportation Monument Disc found in the southwest right-of-way line of F.M. 518 (140 feet wide) for the north corner of said Manison tract, for the east corner of Restricted Reserve "B", Friendswood Plaza, according to the map or plat recorded in Plat Record 18, Map No. 378 of the Galveston County Map Records and for the north corner of this tract;

THENCE; South 45° 46' 32" East - 248.31 feet with the southwest right-of-way line of said F.M. 518 and with the northeast line of said Manison tract to a 5/8-inch iron rod with cap stamped "Windrose" found for the north end of a cutback at the intersection of the southwest right-of-way line of said F.M. 518 with the northwest right-of-way line of Hunters Lane (80 feet wider), as recorded in Plat Record 2004A, Map No. 130 and 131 of the Galveston County Map Records for an east corner of this tract;

THENCE; South 02° 08' 23" East - 72.09 feet with said cutback to a 5/8-inch iron rod with cap stamped "Windrose" found for the south end of said cutback and for an east corner of this tract;

THENCE; South 41° 46' 20" West - 344.27 feet with the northwest right-of-way line of said Hunters Lane to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the south corner of this tract;

THENCE; North 48° 14' 04" West - 296.67 feet with the northeast right-of-way line of Hunters Creek Estates, according to the map or plat recorded in Plat Record 2004A, Map No. 130 and 131 of the Galveston County Map Records and with the southwest line of said Manison tract to a point for the west corner of this tract;

THENCE; North 41° 34' 21" East - 406.86 feet with the southeast line of said Friendswood Plaza and with the northwest line of said Manison tract to the POINT OF BEGINNING and containing 2.7052 acres (117,837 square feet) of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2012 Oct 29 12:51 PM Fee: \$ 28.00

2012059456

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS

EXHIBIT "B"
38,596 SQUARE FEET

METES AND BOUNDS DESCRIPTION OF

A tract of land containing 38,596 square feet of land, in the Sarah McKissick Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas; said 38,596 square feet tract being out of a 2.7052 acre tract of land conveyed to Thomas A. Manison, et ux, as recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 9249897, and also described in deed to 798 Real Estate Corporation recorded under G.C.C.F. No. 2012059456, with said 38,596 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron rod found in the South right-of-way line of FM 518 (called 140.00 feet in width) as recorded under Volume 893, Page 261 Galveston County Deed Records (G.C.D.R.), at the Northeast corner of a certain tract of land described to Hunters Glen Estates Home Owners Association, Inc., recorded under (G.C.C.F. No.) 2010039968 and also shown on map as Landscape Reserve "C", the Final Plat of Hunters Creek Estates Private recorded under G.C.C.F. No. 2009005429, Galveston County Map Records (G.C.M.R.), at the Northwest corner of a certain tract of land described in deed to Chara Christian Dance Academy recorded under (G.C.C.F. No.) 2012039981 (G.C.D.R.);

THENCE: N 45°47'10" W, along and with the South right-of-way line of FM 518 and a North right-of-way line of said Hunters Creek Estates Private map, crossing Hunters Lane, a public road, (right-of-way width varies) as shown on said Hunters Creek Estates Private map, a distance of 180.16 feet to a 3/4-inch iron found, same being the Northeast corner of a certain tract of land described in deed to Hunters Glen Estates Home Owners Association, Inc. and also shown as Landscape Reserve "D" of said Hunters Glen Estates Private map and Southeast corner of the remainder tract of said 798 Real Estate Corporation;

THENCE: S 02°08'23" E, departing from the South right-of-way line of said FM 518, along and with a East line of the remainder tract of said 798 Real Estate Corporation and West of said Landscape Reserve "D", a distance of 72.09 feet to a 5/8 -inch iron with cap found in the West right-of-way line of said Hunters Lane, same being the Southern most cut back corner of the remainder tract of said 798 Real Estate Corporation;

THENCE: S 41°46'20" W, continuing along the West right-of-way line of said Hunters Lane and the most Easterly line of said 798 Real Estate Corporation remainder tract, a distance of 214.27 feet to a Point For Corner in the West right-of-way line of said Hunters Lane and Northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE: S 41°46'20" W, continuing along the the West right-of-way line of said Hunters Lane, along and with the East line of this tract and to the North line of Hunters Creek Estates Private, as shown on map recorded under G.C.C.F. No. 2009005429, a distance of 130.00 feet to a 5/8-inch iron rod found, same being the Southeast corner of this tract;

THENCE: N 48°14'04" W, departing from the West right-of-way of said Hunters Lane, along and with the South line of this tract and North line of said Hunters Creek Estates Private tract, a distance of 296.67 feet to a Point For Corner, same being the Southwest corner of this tract and Southeast corner of Restricted Reserve "B" as shown on the Final Plat of Friendswood Plaza, recorded under Vol. 18, Pg. 377, (B.C.M.R.);

THENCE: N 41°34'21" E, departing from the North line of said Hunters Creek Estates Private, along and with the West line of this tract and East line of said Friendswood Plaza tract, a distance of 130.00 feet to a Point For Corner, same being Northwest corner of this tract and Southwest corner of said 798 Real Estate remainder tract;

THENCE: S 48°14'04" E, along and with a North line of this tract and a South line of said 798 Real Estate remainder tract, a distance of 297.12 feet to the **POINT OF BEGINNING** containing a calculated area of 38,596 square feet of land.



SEPTEMBER 29, 2022



SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

Friendswood, Texas



10/26/2022, 9:40:32 AM

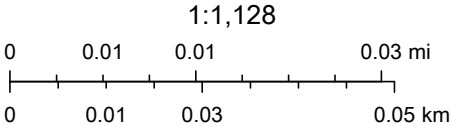
 City Limits

• Address Points

 Streets

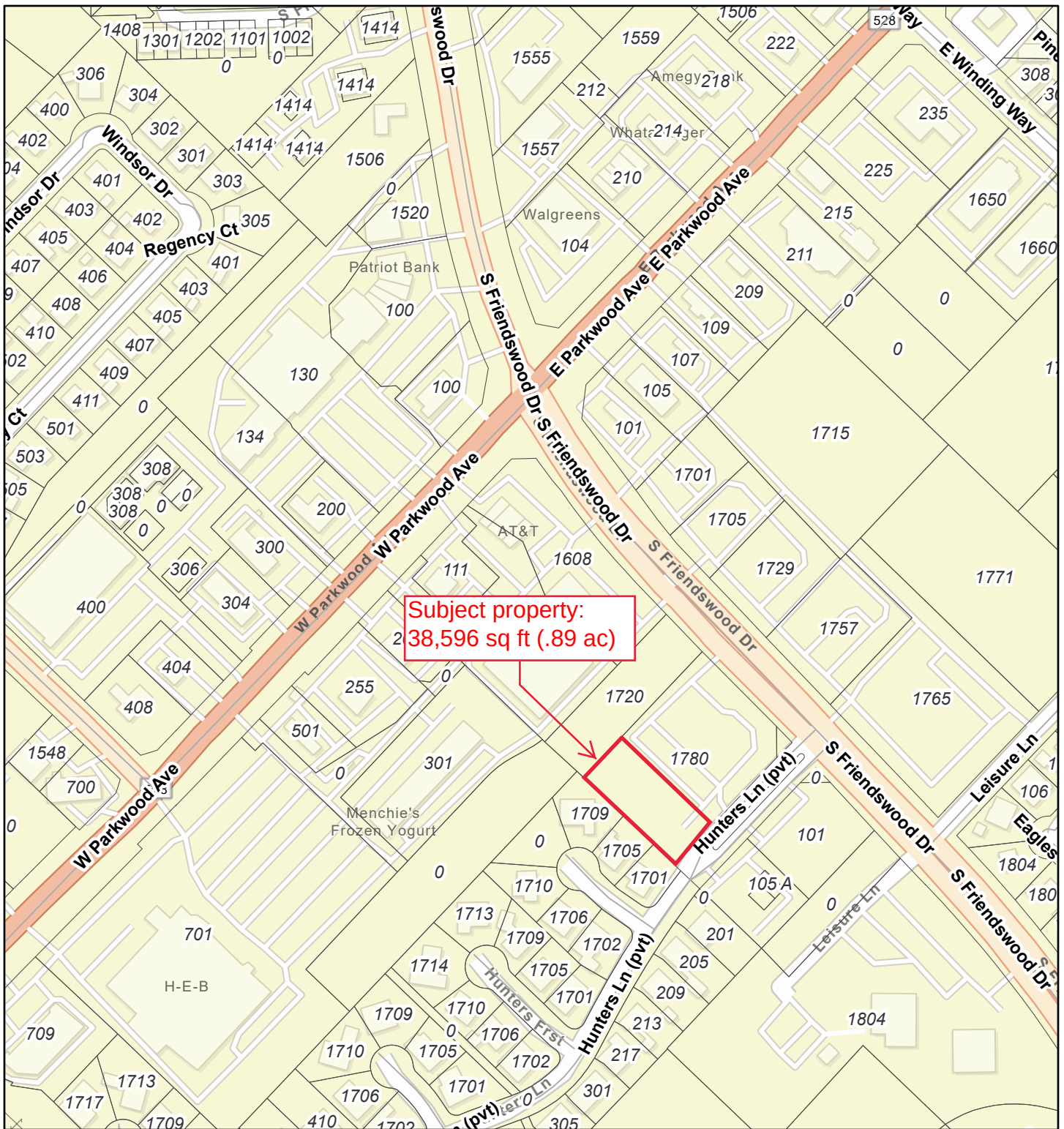
 Parcels

Parcels Owner Information



Houston- Galvesotn Area Council

Friendswood, Texas



10/26/2022, 9:43:54 AM

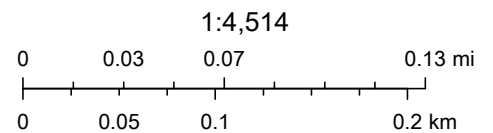
City Limits

Streets

Galveston_County-_Lot_Lines

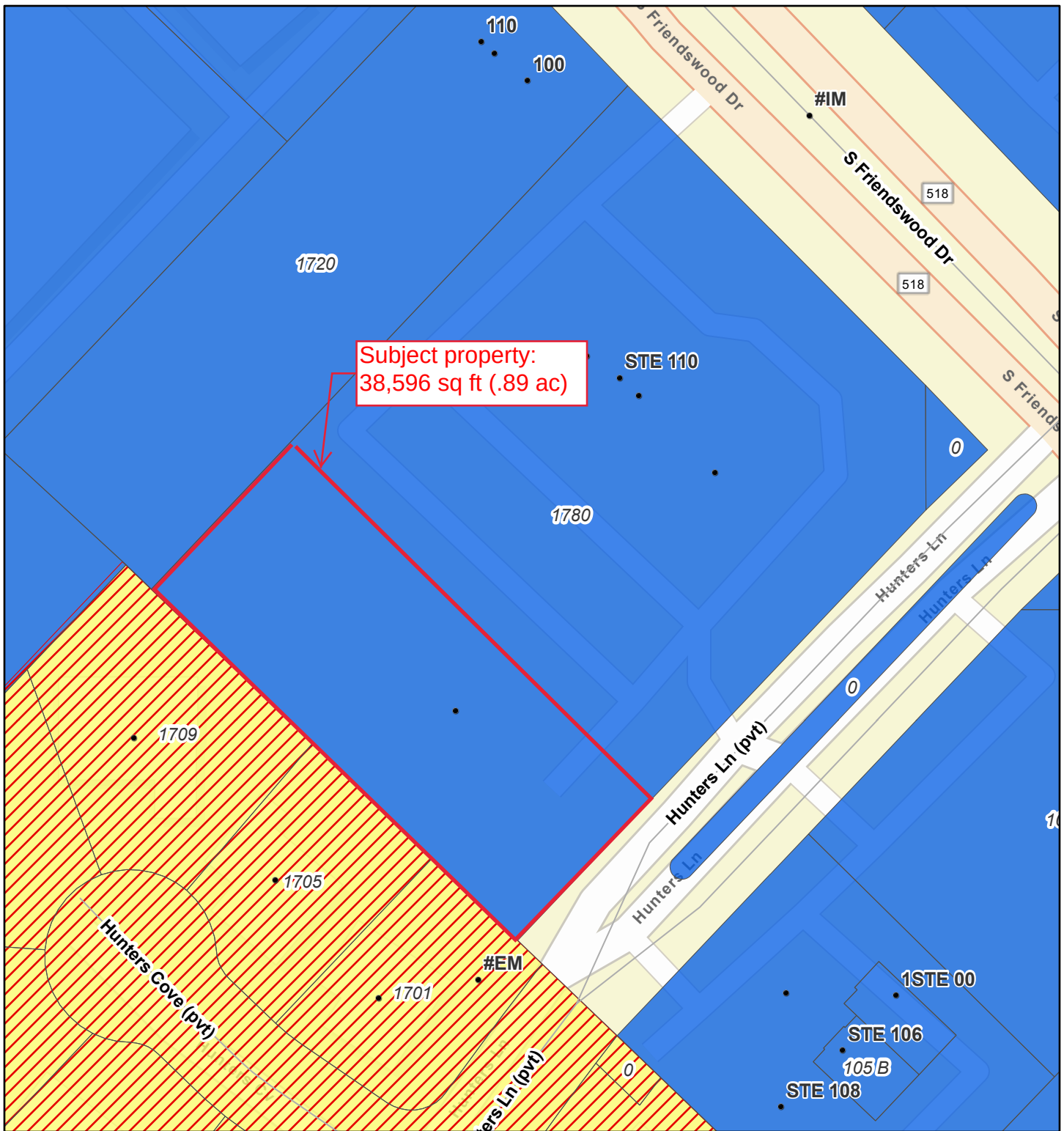
Parcels

Parcels Owner Information



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Friendswood, Texas



Subject property:
38,596 sq ft (.89 ac)

10/26/2022, 9:42:45 AM

1:1,128



City Limits

• Address Points

Streets

Parcels



Specific Use Permits

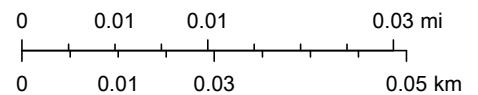
Zoning of Parcels



CSC



PUD

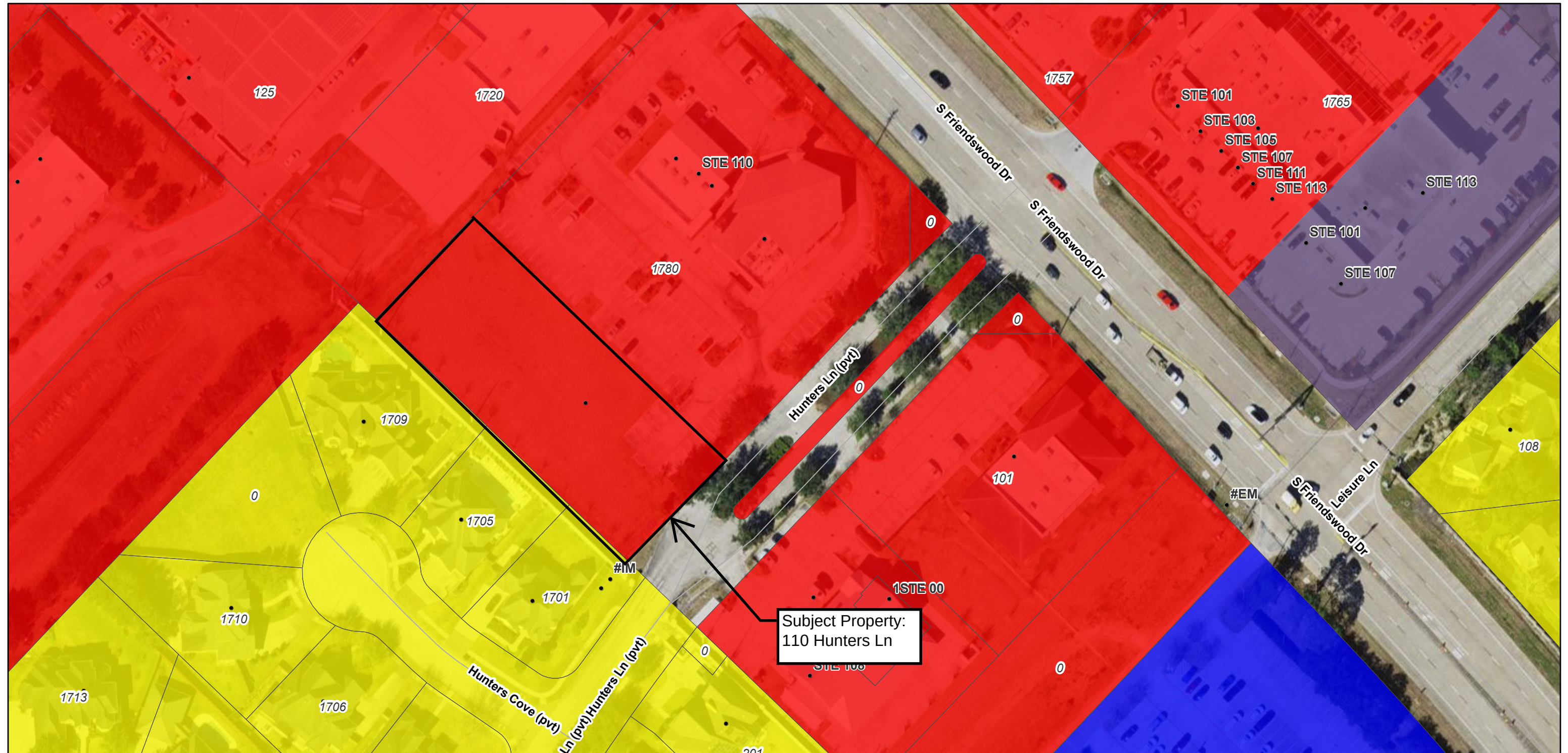


Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Parcels Owner Information

City of Friendswood Staff

Friendswood, Texas



11/10/2022, 5:53:57 PM

 City Limits

Parcels

 Office, Business Park

- Address Points

Parcels Owner Information

 Retail

Streets

Future Land Use Adopted 2021

Public and Semi-Public

 Low Density

1:1,128

Houston- Galveston Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/

Houston- Galveston Area Council | Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | City of Friendswood Staff
Page 24 of 95

Rezoning Report

November 2022

Project: 38,596 sq ft (.89 acres) behind Masa Sushi located at 1780 S. Friendswood Dr.

Address: 110 Hunters Lane

Legal: 38,596 square feet (.89 acres) out of a 2.7052 acre tract of land in the Sarah McKissick Survey, Abstract 151, City of Friendswood, Galveston County, Texas.

Request: Zone classification change from Community Shopping Center (CSC) to Multi-Family Residential Medium Density (MFR-M).

Zoning Ordinance, Appendix C

C. (R-4) MFR-M, residential, general purpose, and description. The MFR-M, Multiple-Family Residential Dwelling—Medium-Density District, is intended to provide for medium-density multiple-family dwellings which may have a relatively intense concentration of dwelling units, up to nine per acre, served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, including low-rise multiple-family dwellings, garden apartments, condominiums, and townhouses. Recreational, religious, and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. The MFR-M, multiple-family residential district, functions as a buffer or transition between commercial or higher-density residential areas, and lower-density residential areas.

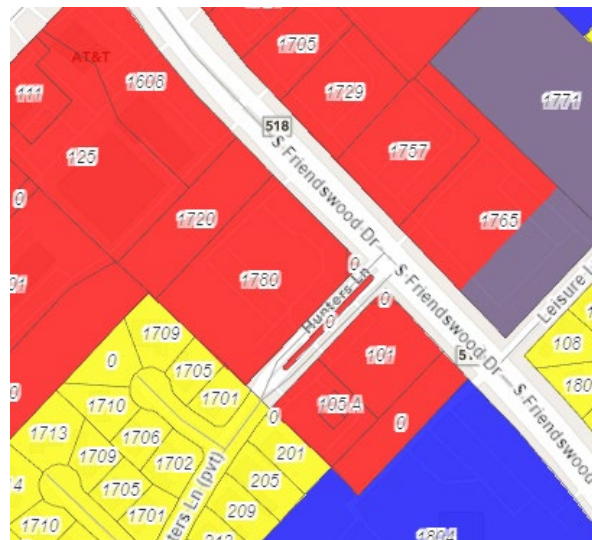
1. Multifamily residential area and height regulations. Area and height regulations in an MFR-M district are set forth in subsection Q.2 of this section, regulation matrix, provided, however, that for MFR-L uses permitted in MFR-M districts, all the district regulations for MFR-L development shall apply, including but not limited to lot area, width and setback requirements.
2. See section 8 for supplementary district regulations.
3. Reserved.
4. Permitted uses. Uses permitted in an MFR-M district are set forth in subsection P of this section, permitted use table.

Existing Use/Site Attributes:

The subject property is .89 acres between Masa Sushi, 1780 S. Friendswood Drive, and Hunters Creek Subdivision. The site is undeveloped.

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

The 2021 Future Land Use Map identifies the site as “Retail.” The proposed zone change is not compliant with the future land use map. If the zone classification change is approved, the Future Land Use Map would also be amended.



Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria. Detention capacity for this property was included in the Hunters Creek Estates Subdivision detention pond.

City of Friendswood water and sewer services will need to be extended and upgraded to serve the development.

The property has existing direct access from Hunters Lane.

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



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Consider making a recommendation to City Council concerning a request for a zone classification change from a Community Shopping Center (CSC) Zoning District to a Multi-Family Residential – Medium Density (MFR-M) Zoning District for the property located at 110 Hunters Lane, Friendswood, Galveston County, Texas.

Action:

SUMMARY / ORIGINATING CAUSE

This zone change request is to change .89 acres from Community Shopping Center (CSC) to Multi-Family Residential Medium Density (MFR-M). The reasoning for the change is to provide a buffer to the existing residential subdivision, Hunters Creek Estates, of residential units rather than additional commercial buildings. Development of the property being zoned CSC has proven to be somewhat difficult in that the depth of the tract limits visibility from FM 518. The MFR-M zoning district allows for 9 units per acre, so the .89 acres would accommodate a max of 9 units.

See documents on public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by .89 acres, which is not in line with the Future Land Use Map priorities. Conversely, the buffer of a residential development could be a better option for the existing residences versus a commercial building with the potential of having dumpsters and deliveries.

RECOMMENDATIONS

None at this time.

ATTACHMENTS



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Conduct a public hearing regarding a request for a Specific Use Permit (SUP) to allow for NAICS Use #8131 Religious Organizations (the underlying Single Family Residential (SFR) Zoning District will remain) for the property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.

Action:

SUMMARY / ORIGINATING CAUSE

The request on this tract is to allow NAICS 8131 Religious Organizations with a Specific Use Permit (SUP) as an overlay on the Single Family Residential (SFR) zoning. The short term plan of HighPoint Church is to convert the existing house on the property to be occupied as administration offices for the church. They have purchased the adjacent 12 acres and their long term plan is to construct the main church building at the rear of the tract leaving commercial frontage along FM 528. More details are included in the Rezoning Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The long term plans of the church comply with the Future Land Use Map, including their intention to change the zoning of the 300-ft depth to Community Shopping Center (CSC) along the front of FM 528 to allow for future commercial uses. Occupying the existing house is temporary until they can construct a church building.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Application_HighPoint Church SUP
2. Deeds_HighPoint Church SUP
3. Plat_L Christoph Subd
4. Aerial Map_1376 W Parkwood Ave
5. FLUM_1376 W Parkwood Ave
6. Location Map_1376 W Parkwood Ave
7. Rezoning Report High Point Church SUP November 2022
8. Zoning Map_1376 W Parkwood Ave
9. HighPoint cover sheet, site and landscape plans, elevations, and photometric



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☒ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 8131 Religious Org.

PROPERTY IDENTIFICATION:

Address: 1376 W. Parkwood Ave., Friendswood, TX 7746

Platted Land – Plat Name: L. Christoph Subdivision Section 1 Lot: 1 Block: 1

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: HighPoint Church of Texas, Inc. Phone: (281) 732-4347

Owner's Mailing Address: 1708 Waterfall Dr.

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

Owner's Email Address: info@myhighpointchurch.com

AGENT'S NAME : Jack Templeman Phone: (281) 802-2410

Agent's Mailing Address: 1410 W. Parkwood Ave.

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

Agent's Email Address: spike_3@outlook.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: [Signature] Date: 10/27/22

Agent's Signature: [Signature] Date: 10/27/22

Received By: BBennett

Date of Public Hearing: 12-8, 1-9-23

Property Owner Notices: 11-23-2022

Application Number: 2022-0057

Received Date: 11-1-2022

Newspaper Notice: 11-14-2022

Sign on Property: 11-23-2022

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS :
 :
COUNTY OF GALVESTON :
 :

KNOW ALL MEN BY THESE PRESENTS:

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

That I, **CARL CHRISTOPH a/k/a CARL VERNON CHRISTOPH**, not joined herein by my spouse as the property constitutes no part of my homestead, ("Grantor") of the County of Galveston, State of Texas, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of that one certain promissory note of even date herewith in the principal sum of **ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,875,000.00)**, being payable to **COMMUNITYBANK OF TEXAS, N.A.**, as therein provided and bearing interest at the rate therein specified, and providing for acceleration of maturity in the event of default, and for attorney's fees; the payment of which note is secured by Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to **JOE F. WEST, Trustee(s)**, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto **HIGHPOINT CHURCH OF TEXAS, INC.**, a Texas nonprofit corporation, ("Grantee") of 1708 Waterfall Drive, Friendswood, Texas 77546, all of the following said real property being located in Galveston County, Texas and described as follows, to-wit:

TRACT 1:

Lot One (1), in Block One (1), of L. Christoph Subdivision Section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas.

TRACT 2:

A 12.387 acre tract of land out of a 14.3164 acres of land out of Tract 1, described in Volume 2041, Page 400, of the Official Records of Galveston County, Texas, in the A. H. Jackson Survey, Abstract 128, Galveston County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Galveston County, Texas, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

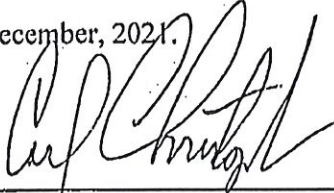
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation**, its successors and assigns, forever; and I do hereby bind myself, my heirs and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said **HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

COMMUNITYBANK OF TEXAS, N.A., at the insistence and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as evidenced by the hereinbefore described **ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,875,000.00)** note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of the said **COMMUNITYBANK OF TEXAS, N.A.**, and the same are hereby transferred and assigned to the said **COMMUNITYBANK OF TEXAS, N.A.**,

and COMMUNITYBANK OF TEXAS, N.A., its successors and assigns, shall have the right to release said Vendor's Lien upon the payment of said note.

EXECUTED this 22nd day of December, 2021.

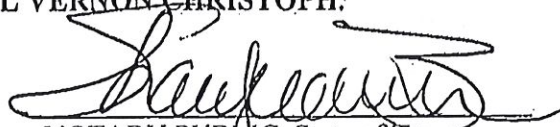
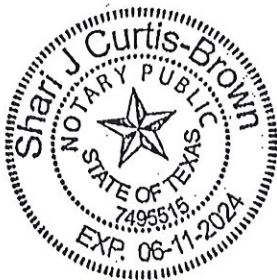


CARL CHRISTOPH a/k/a
CARL VERNON CHRISTOPH

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 22nd day of December, 2021, by
CARL CHRISTOPH a/k/a CARL VERNON CHRISTOPH.


NOTARY PUBLIC, State of Texas

SLT-PW-CHRISTOPH-GF# PW2187822-VDVL-mlm

{00427019.DOC} Rev. 06/19

EXHIBIT "A"

FIELD NOTES DESCRIPTION OF A 12.387 ACRE TRACT OF LAND OUT OF 14.3164 ACRES OF LAND OUT OF TRACT 1 AS DESCRIBED IN VOLUME 2041, PAGE 400, OF THE OFFICIAL RECORDS OF GALVESTON COUNTY, TEXAS, IN THE A.H. JACKSON SURVEY, ABSTRACT 128, GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with a cap stamped "True Meridian" at the most Northerly corner of Lot 1, in Block 1, of L. CHRISTOPH SUBDIVISION SECTION 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas, from which a found and bent 5/8 inch iron rod bears S 40°37' E - 0.5 feet;

THENCE N 43°33'32" W, passing at 620.79 feet a found 1 inch iron pipe, continuing in all a total distance of 693.22 feet to a point in the centerline of Chigger Creek, said point being the most Northerly corner of said 14.3164 acre tract;

THENCE with the following courses and distances up the centerline of Chigger Creek to the most Westerly corner of said 14.3164 acre tract;

N 66°06'50" W - 56.39 feet
N 52°28'39" W - 52.47 feet
S 71°50'11" W - 43.74 feet
S 40°51'22" W - 93.55 feet
S 20°17'16" W - 61.16 feet
S 28°24'53" W - 49.94 feet
S 70°51'00" W - 62.60 feet
S 83°25'36" S - 63.83 feet
N 45°30'09" W - 100.01 feet
N 71°35'32" W - 31.87 feet
S 87°09'28" W - 51.24 feet
S 62°27'10" W - 51.13 feet
S 75°50'58" W - 23.96 feet

THENCE S 43°33'32" E, passing at 110.53 feet a found 1/2 inch iron rod, passing at 355.70 feet a found 1/2 inch iron rod, passing at 765.61 feet the most Northerly corner of a tract of land as described in Volume 3063, Page 12 of the Galveston County Deed Records, from which a found 1/2 inch iron rod bears S 25°45' W - 0.2 feet and a found 5/8 inch iron rod with a cap stamped "Windrose" bears N 25°20' E - 0.2 feet, continuing in all a total distance of 1,344.37 feet to a 1/2 inch iron rod found on the Northwest right-of-way line of W. Parkwood Drive, a.k.a. FM 528, (right-of-way width varies);

THENCE N 45°59'00" E along the Northwest right-of-way line of W. Parkwood Drive, a distance of 365.43 feet to the most Southerly corner of said L. CHRISTOPH SUBDIVISION SECTION 1, from which a found 5/8 inch iron rod with a cap stamped "Half" bears S 11°01' E - 0.3 feet;

THENCE N 43°33'32" W along the Southwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 324.35 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" for corner;

THENCE N 45°59'00" E along the Northwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 134.57 feet to the PLACE OF BEGINNING and containing 12.387 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 2021093734

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 12/30/2021 8:34AM

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



A handwritten signature in cursive script, reading "Dwight D. Sullivan", written over a horizontal line.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

DEED OF TRUST
(Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement)

This combined Deed of Trust, Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement ("Instrument") is made on the date stated below among the Borrower, Lender, and Trustee who are identified and whose addresses are stated below. By signing this Instrument, Borrower agrees to the terms and conditions and makes the covenants stated in this Instrument.

DATE: December 22, 2021

RECORDED BY
SOUTH AND TITLE, LLC
GF# 402187822

BORROWER: HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation

BORROWER'S ADDRESS: 1708 Waterfall Drive, Friendswood, Texas 77546

LENDER: COMMUNITYBANK OF TEXAS, N.A.

LENDER'S ADDRESS: 5999 Delaware Street, Beaumont, Texas 77706

TRUSTEE: JOE F. WEST

TRUSTEE'S ADDRESS: 9 Greenway Plaza, Suite 110, Houston, Texas 77046

NOTE: A Commercial Real Estate Lien Note in the original principal amount of \$1,875,000.00, dated December 22, 2021, executed by Borrower and payable to Lender as stated in the note.

LAND: See Exhibit "A" attached hereto.

OTHER PROVISIONS: SEE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ARTICLE I-SECURITY

1.01 CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Borrower acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Borrower stated in this Instrument and in the Loan Documents (as hereafter defined), Borrower conveys the Property described in Section 1.02, including without limitation the Land, to the Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Borrower binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 PROPERTY. The Property covered by this Instrument includes the Land and the following items described in this section 1.02, whether now owned or hereafter acquired, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Instrument, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

- (a) Any and all buildings, improvements, and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");
- (b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty"), including but not limited to the personal property listed on Exhibit "B" attached hereto, now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the Planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;
- (c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;
- (d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements;
- (e) All plans and specifications for the Improvements and for any future development of or construction on the Land;
- (f) All Borrower's rights (but not Borrower's obligations) under any contracts relating to the Land, the Improvements or the Personalty;
- (g) All deposits (including tenant security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personalty;
- (h) All Borrower's rights (but not Borrower's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;
- (i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements or the Personalty;
- (j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;
- (k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;
- (l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;
- (m) All proceeds from the taking of any of the Land, the Improvements, the Personalty or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;
- (n) All right, title, and interest of Borrower in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;
- (o) All of the Leases (as hereafter defined), rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to leases to secure performance by the tenants of their obligations thereunder (subject to the Assignment of Rents made in Article V below);

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) Other interest of every kind and character that Borrower now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Borrower with respect to such property and all of Borrower's rights (but not Borrower's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Borrower's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

1.03 SUBROGATION. Any of the proceeds of the Note utilized to take up any outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, powers, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

ARTICLE II-INDEBTEDNESS AND PAYMENTS

2.01 INDEBTEDNESS. The indebtedness secured by this Instrument (the "Indebtedness") shall mean and include the following:

(a) Any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Borrower (or any one or more of them, if more than one) to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Instrument or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Borrower as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lender's security pursuant to Section 6.21;

(c) Borrower and Lender contemplate that Lender will, from time to time, engage in various transactions, and that from time to time other circumstances may arise, in which Borrower becomes obligated to Lender. Borrower understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Borrower desires and intends that Lender engage in all such transactions, and deal generally with Borrower with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Borrower, or any one or more of them, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Instrument, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Borrower, or any one or more of them, to Lender, whether presently existing, or in any manner or means hereafter incurred by Borrower, or any one or more of them, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest instruments, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness, or other obligations, of Borrower, or any one or more of them, and including any further loans and advancements made by Lender to Borrower, or any one or more of them. The fact of repayment of all indebtedness, and performance of all other obligations, of Borrower, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Borrower; but otherwise it shall remain in full force and effect to secure all future advances, indebtedness and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under Chapter 3, Chapter 4, or Chapter 15 of the Texas Credit Code (Vernon's Texas Civil Statutes Art. 5069-3.01 et seq.); and

(d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 OTHER LOAN DOCUMENTS. In addition to this Instrument and the Note, Borrower and Lender may execute various other documents and agreements relating to the Indebtedness secured by this Instrument, including a loan agreement relating to the disbursement and use of the proceeds of the Note (the "Loan Agreement"), all of which documents and agreements, including the Loan Agreement, are referred to herein as the "Loan Documents." This Instrument shall also secure the performance of all

obligations and covenants of Borrower under this Instrument, the Loan Agreement, and other Loan Documents.

2.03 PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note, and all other sums secured by this Instrument.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Borrower under this Instrument; (b) sums payable to Lender under the Note, to be applied to principal or interest as Lender may determine in its discretion; and (c) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine.

2.05 GUARANTOR. The term 'Guarantor' shall include any person, company or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly or indirectly.

ARTICLE III-SECURITY AGREEMENT

3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is also intended to be a security agreement between Borrower as debtor, and Lender, as secured party, pursuant to the Texas Uniform Commercial Code [Texas Business and Commerce Code § 1.01, et seq. ("Texas UCC")] for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Texas UCC, and Borrower hereby grants Lender a security interest in all such items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statement, as well as extensions, renewals, and amendments thereof, and reproduction of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Texas UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default (as that term is defined in Article VII below), including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Texas UCC and, at Lender's option, may also invoke the remedies provided in Article VIII of this Instrument as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Texas UCC or of the remedies provided in Article VIII of this Instrument.

3.02 NOTICES OF CHANGES. Borrower shall give advance notice in writing to Lender of any proposed change in Borrower's name, identity, or structure and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Property.

3.03 FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Borrower and Lender intend that, as to those goods, this Instrument shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Instrument may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of the Borrower, as debtor, is as stated above.

ARTICLE IV-ASSIGNMENT OF LEASES

4.01 ASSIGNMENT OF LEASES. Borrower assigns to Lender, and grants to Lender a security interest in, all of Borrower's rights, but not Borrower's obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the "Leases"). Borrower also assigns to Lender all guaranties of tenant's performance under the Leases. Prior to an Event of Default, Borrower shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.02 WARRANTIES CONCERNING LEASES AND RENTS. Borrower represents and warrants that:

- (a) Borrower has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title or interest therein;
- (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder;
- (c) unless otherwise provided herein, no Rents (as hereafter defined) or other sums owing under the Leases have been or will be assigned, mortgaged or pledged;
- (d) no Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) except as indicated in the Leases, Borrower has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents.

4.03 BORROWER'S COVENANTS OF PERFORMANCE. Borrower covenants to:

- (a) perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;
- (b) give immediate notice to Lender of any notice Borrower receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases, excluding, however, notice of defaults under residential Leases;
- (c) enforce the tenants' obligations under the Leases;
- (d) defend, at Borrower's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and
- (e) neither create nor permit any encumbrance upon Borrower's interest as landlord of the leases, except this Instrument and any other encumbrances permitted by this Instrument.

4.04 PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Borrower shall not, without the prior written consent of Lender:

- (a) receive or collect Rents under any Lease more than one month in advance;
- (b) encumber or assign future Rents;
- (c) waive or release any obligation of any tenant under the Leases;
- (d) cancel, terminate or modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;
- (e) renew or extend any of the Leases, except pursuant to terms in existing Leases;
- (f) permit any assignment of the Leases; or
- (g) enter into any Leases after the date hereof.

4.05 ATTORNMEN OF TENANTS. All Leases of the Property shall specifically provide: (a) that such Leases are subordinate to this Instrument; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments.

4.06 SETTLEMENT FOR TERMINATION. Borrower agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior consent of Lender, and any check in payment of such damages shall be made payable to both Borrower and Lender. Borrower hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Borrower agrees to endorse any check for payment to the order of Lender.

4.07 LENDER IN POSSESSION. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Borrower by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property.

4.08 APPOINTMENT OF ATTORNEY. Borrower hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Instrument.

4.09 INDEMNIFICATION; HOLD HARMLESS. Borrower hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the

Leases, including without limitation any claims by Borrower with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder including reasonable attorneys' fees, if paid by Lender shall bear interest at the maximum lawful rate, shall be payable by Borrower immediately without demand, and shall be secured by this Instrument.

4.10 RECORDS. Upon request by Lender, Borrower shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 RIGHT TO RELY. Borrower authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Borrower and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants. Any such payment to Lender shall constitute payment to Borrower under the Leases, and Borrower appoints Lender as Borrower's lawful attorney-in-fact for giving, and is hereby empowered to give, acquittances to any tenants for such payments to Lender after an Event of Default.

ARTICLE V-ASSIGNMENT OF RENTS

5.01 ABSOLUTE ASSIGNMENT OF RENTS. As part of the consideration for the indebtedness evidenced by the Note, and for other valuable consideration, the receipt and sufficiency of which Borrower acknowledges, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor (the "Rents"), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Borrower authorizes Lender to Lender's agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lender's agents; provided, however, that prior to the occurrence of an Event of Default (as that term is defined in Article VII), Borrower shall collect and receive all Rents as trustee for the benefit of Lender and Borrower, to apply the Rents so collected to the sums secured by this Instrument in the order provided in Section 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Borrower. Borrower and Lender intend that this assignment of Rents constitutes an absolute and present assignment and not an assignment for additional security only. Borrower and Lender intend that Lender shall have the absolute right, power, and authority to collect the Rents.

5.02 EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such Rents. Borrower agrees to commencing upon delivery of such written notice of an Event of Default by Lender to Borrower, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

5.03 BORROWER'S COVENANTS. Borrower covenants that Borrower has not executed any prior assignment of the Rents or any portion thereof, that Borrower has not performed, and will not perform, any acts and has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the Rents for more than thirty days prior to the due dates of such Rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any Rents more than thirty days prior to the due dates of such Rents without prior written consent of Lender. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request.

5.04 APPOINTMENT OF RECEIVER; POSSESSION OF THE PROPERTY. Upon the occurrence of an Event of Default, Lender may in person, by agent or by a court-appointed receiver regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the

management of maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon the occurrence of an Event of Default, Borrower consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

5.05 APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as landlord of the Property, and then to the sums secured by this Instrument. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V.

5.06 INSUFFICIENT RENTS. If Rents are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become an indebtedness of Borrower to Lender secured by this Instrument. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Borrower under applicable law.

5.07 NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Instrument ceases to secure the Indebtedness held by Lender.

ARTICLE VI-BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

Borrower covenants, warrants, and represents to and agrees with Lender as follows:

6.01 PAYMENT AND PERFORMANCE. Borrower shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Borrower's covenants, obligations and liabilities under this Instrument and the other Loan Documents.

6.02 TITLE TO PROPERTY AND LIENS OF THIS INSTRUMENT. Borrower has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever, except as otherwise provided herein. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Borrower authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

6.03 TITLE INSURANCE. Borrower shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note.

6.04 INSURANCE.

- (a) Borrower shall, at its sole cost and expense, obtain and maintain insurance upon and relating to all insurable Property by all-risk insurance policies and, if requested by Lender, shall include perils of collapse, flood, earthquake, as well as other insurance coverages, including Rent loss, in amounts equal to one hundred percent (100%) of the replacement cost of the Improvements during the construction thereof and at least one hundred percent (100%) of the replacement cost of the Improvements not under construction, or in such additional amounts as Lender may require.
- (b) Borrower shall, at its sole cost and expense, obtain and maintain general liability insurance policies covering Borrower, the Property, and the operations on the Property.
- (c) Borrower shall deliver the policies of insurance to Lender promptly as issued; and, if Borrower fails to do so, Lender, at its option, may procure such insurance at Borrower's expense. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices

and all receipts of paid premiums. All renewal and substitute policies of insurance shall be delivered at the office of Lender, premiums paid, at least ten (10) days before termination of policies previously delivered to Lender.

(d) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this Section shall require Lender to incur any expense or take any action under this Instrument. Borrower further authorizes Lender, at Lender's option (i) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (ii) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in Section 2.04.

(e) If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of any proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the installments referred to in Sections 2.03 and 6.06 or change the amounts of such installments. If the Property is sold pursuant to Section 8.03 or if Lender acquires title to the Property, Lender shall have all of the right, title, and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

(f) In case of loss, Lender, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same to payment of the Indebtedness in such order and manner as Lender, in its sole discretion, may elect. If any loss shall occur at any time when an Event of Default exists, Lender shall be entitled to the benefit of all insurance held by or for any Borrower, to the same extent as if it had been made payable to Lender, and upon foreclosure under this Instrument, Lender shall become the owner of all insurance policies.

(g) All insurance policies shall be issued on forms and by companies satisfactory to Lender. The all-risk insurance policies shall have any loss made payable to Lender as mortgagee, and shall include standard mortgagee clauses. Each insurance policy shall have a provision giving Lender thirty (30) days' prior notice of cancellation or material change of the coverage.

6.05 TAXES AND ASSESSMENTS. Borrower shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Borrower shall deliver to Lender such evidence of the payment thereof as Lender may require. If Borrower fails to do so, Lender may pay them, together with all costs and penalties thereon, at Borrower's expense; provided, however, that Borrower may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Borrower shall not be deemed in default under this Instrument because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Borrower furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Borrower plus a reasonable additional sum to pay all costs, interest and penalties that maybe imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Borrower promptly pays any amount adjudged by court of competent jurisdiction to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

6.06 TAX AND INSURANCE ESCROW.

(a) Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on a day each month to be designated by Lender, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (i) the yearly taxes and assessments which may be levied on the Property, (ii) the yearly premium installments for fire and other hazard insurance, Rent loss insurance, and such other insurance covering the Property as Lender may require pursuant to Section 6.04, and (iii) the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. A waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums,

assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests ("Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

(b) The Funds shall be held in an institution(s), the deposits or accounts of which are insured or guaranteed by a Federal or state agency, including Lender. Lender shall apply the Funds to pay all such rates, rents, taxes, assessments, insurance premiums, and Other Impositions so long as an Event of Default does not exist. Lender shall make no charge for so holding and applying the Funds, analyzing any account holding all or part of the Funds or for verifying and compiling any assessments and bills, unless Lender pays Borrower interest, earnings, or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and lender may agree in writing at the time of execution of this Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings, or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings, or profit on the Funds. Lender shall give the Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sum secured by the Instrument.

(c) If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for payment of water and sewer rates, taxes, assessments, insurance premiums, rents, and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents, and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

6.07 CONDEMNATION.

(a) Borrower assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property. Lender may apply any condemnation proceeds to the Indebtedness in such manner as Lender may elect. Borrower shall promptly notify Lender of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property. Borrower shall, unless otherwise directed by Lender in writing, file or defend its claim under any such action and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Lender for disposition pursuant to the terms of this Instrument. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in, and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender. Lender shall be entitled to participate in, control, and be represented by attorneys of Lender's own choice in any such action. Borrower shall deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

(b) Borrower authorizes Lender to apply such awards, payments, proceeds, or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property, or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in Section 2.04, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Sections 2.03 and 6.06 or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages, or claims arising in connection with such condemnation or taking as Lender may require.

(c) In the event Lender, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Instrument is impaired, Lender may, without notice, declare all of the Indebtedness immediately due and payable.

6.08 TAXES ON NOTE OR INSTRUMENT. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this instrument, or upon any rights, titles, liens, or security interests created by this Instrument, or upon the Note, or any part of the Indebtedness, Borrower shall immediately pay all such taxes; provided that, if it is unlawful for Borrower to pay such taxes, Borrower shall prepay the Note in full without penalty within sixty (60) days after demand therefor by Lender.

6.09 STATEMENTS BY BORROWER. At request of Lender, Borrower shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are any such offsets or defenses, specifying them.

6.10 REPAIR, WASTE, ALTERATIONS, ETC. Borrower shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Borrower shall make promptly all repairs, renewals, and replacements necessary to such end. Borrower shall discharge all claims for labor performed and material furnished therefor and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Borrower shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Borrower shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than two hundred percent (200%) of the amount of the claim, and provided further that Borrower shall thereafter diligently proceed to cause such lien to be removed and discharged. If Borrower shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Borrower shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the Property maybe lessened. Borrower or any tenant or other person shall not materially alter the Property without the prior written consent of Lender.

6.11 NO DRILLING OR EXPLORATION. Without the prior written consent of Lender, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used in this Instrument shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6.12 COMPLIANCE WITH LAWS. Borrower, the Property, and Borrower's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Borrower or the Property and its use, and Borrower shall pay all fees or charges of any kind in connection therewith. Borrower shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6.13 INCOME, EXPENSE AND FINANCIAL STATEMENTS. Borrower shall keep and maintain at all times at Borrower's address stated in this Instrument, or such place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases, and other instruments which affect the Property. Such books, records, contracts, leases, and other instruments shall be subject to examination and inspection at any reasonable time by Lender. At least once each year, within ninety (90) days following the end of their respective fiscal years, and at such time as Lender may request, Borrower shall deliver or cause to be delivered to Lender then current financial statements of Borrower and any other party liable on all or any portion of the Indebtedness which shall include a balance sheet, income statement and a statement of sources and uses of funds for the preceding fiscal year. All financial statements submitted pursuant to this provision shall be in form and substance satisfactory to Lender. All financial statements shall be certified as true and correct by the party submitting such statement or, at Lender's request, audited by an independent certified public accountant. Within twenty (20) days following the end of each calendar month, Borrower shall furnish a monthly income and expense statement concerning the operation of the Property, prepared in accordance with generally accepted accounting principles and certified by the Borrower or a duly authorized representative of Borrower. Borrower shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a Rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the Lease expiration date, the Rent payable and the Rent paid.

6.14 HOLD HARMLESS. Borrower shall defend, at Borrower's own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All costs and expenses incurred by Lender in protecting its interest under this Instrument, including all court costs and reasonable attorney's fees and expenses, shall be borne by Borrower. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Instrument as to events occurring and causes of action arising before such payment and release.

6.15 TRADE NAMES. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate the Property and representing and warranting that Borrower does business under no other trade name with respect to the

Property. Borrower shall immediately notify Lender in writing of any change in any trade name, and shall, upon request of Lender, execute any additional financing statements and other certificates required to reflect to change in trade names and shall execute and file any assumed name certificate required by applicable laws.

6.16 FURTHER ASSURANCES. Borrower, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Instrument or the other Loan Documents and to subject to the liens and security interests created by this Instrument or the other Loan Documents any property intended to be covered by this Instrument and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

6.17 RECORDING AND FILING. Borrower shall cause this Instrument and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Lender shall reasonably request. Borrower shall pay all such recording, filing, re-recording, and refiling fees, title insurance premiums, and other charges.

6.18 PAYMENT OF DEBTS. Borrower shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Borrower, if requested by Lender, shall have furnished to Lender security satisfactory to Lender.

6.19 MODIFICATION BY SUBSEQUENT OWNERS. Borrower agrees that Borrower shall be bound by any modification of this Instrument or any of the other Loan Documents made by Lender and any subsequent owner of the Property, with or without notice to such Borrower, and no such modifications shall impair the obligations of such Borrower under this Instrument or any other Loan Document. Nothing in this Section shall be construed as permitting any transfer of the Property which would constitute an Event of Default under the provisions of this Instrument.

6.20 INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

6.21 PROTECTION OF LENDER'S SECURITY.

(a) If Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including without limitation, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in Section 6.04.

(b) Any amounts disbursed by Lender pursuant to this Section 6.21, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non usurious rate which may be collected from Borrower under applicable law. Borrower covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 6.21 shall require Lender to incur any expense or take any action under this Instrument.

6.22 SUBORDINATE DEED OF TRUST. Borrower shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering any of the Property. If Lender consents to a Subordinate Instrument or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Instrument shall contain express covenants to the effect that:

- (a) the Subordinate Instrument is unconditionally subordinate to this Instrument;
- (b) if any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Instrument, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender;
- (c) Rents, if collected by or for the holder of the Subordinate Instrument, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and

maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Instrument; and
(d) written notice of default under the Subordinate Instrument and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Instrument shall be given to Lender with or immediately after the occurrence of any such default or commencement.

6.23 LIENS. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.

6.24 BUSINESS USE. Borrower warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes.

6.25 NON-HOMESTEAD. Borrower warrants and represents to Lender that the Property is not the business or residential homestead of Borrower or any other person. Borrower has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

6.26 ORGANIZATION AND POWER (CORPORATE BORROWER). This Section is applicable if Borrower is a corporation. Borrower (a) is a corporation duly organized, validly existing under the laws of the state of its incorporation and in good standing under the laws of the state of its incorporation and the laws of the State of Texas, (b) has complied with all conditions prerequisite to its lawfully doing business in the state where the Land is situated, and (c) has all requisite corporate power and all governmental certificates of authority, licenses, permits, qualifications, and documentation to own, lease, and operate its properties and to carry on its business as now being, and as proposed to be, conducted, and the execution of this Instrument, the Note and any and all other Loan Documents is within Borrower's powers, has been duly authorized by all requisite action, and is not in contravention of law or the Borrower's corporate charter. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6.27 ORGANIZATION AND POWER (PARTNERSHIP OR JOINT VENTURE BORROWER). This Section is applicable if Borrower is a partnership or joint venture. Borrower is duly organized and validly existing under applicable state laws, and the execution of this Instrument, the Note and any and all other Loan Documents is within Borrower's powers, has been duly authorized by all requisite action and is not in contravention of law or the powers of Borrower's partnership or joint venture agreement, as the case may be. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6.28 ORGANIZATION AND POWER (LIMITED LIABILITY COMPANY). This Section is applicable if Borrower is a limited liability company. Borrower is a duly organized and validly existing limited liability company under applicable state laws and is in good standing in the state of its organization and in the State of Texas. Borrower has complied with all conditions prerequisite to do business in the State of Texas. Borrower has all requisite organizational power and all governmental certificates of authority, licenses, permits, qualifications, and documentation to own, lease, and operate the Property and its other properties and to carry on its business as now conducted and as contemplated in the future. The execution of this Instrument, the Note, and any and all other Loan Documents is with Borrower's powers, has been duly authorized by all requisite action and is not in contravention of law or the powers of Borrower's limited liability company charter. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6.29 NO PLEDGE OR CHANGE OF STOCK, PARTNERSHIP, OR MEMBER INTEREST. If Borrower is a corporation, the shareholders of Borrower shall not sell, pledge, encumber, or assign any shares of the stock of Borrower without the prior written consent of Lender. If Borrower is a partnership or joint venture, the partners or joint venturers of Borrower shall not sell, pledge, encumber, or assign any of their partnership or joint venture interest in Borrower, and no general partner or joint venturer shall withdraw from or be admitted into Borrower without the prior written consent of Lender. If Borrower is a limited liability company, the members of Borrower shall not sell, pledge, encumber or assign any of their membership interest in Borrower, and no member shall withdraw from or be admitted into Borrower without the prior written consent of Lender.

6.30 APPRAISAL. Lender may at its option obtain at Borrower's expense an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. The costs of each such appraisal shall be payable by Borrower to Lender on demand (which obligation Borrower hereby promises to pay). Such appraisal shall be obtained every three (3) years or as often deemed

necessary by Lender or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note.

Borrower agrees to cooperate fully with Lender, Lender's agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section 6.30.

ARTICLE VII-EVENTS OF DEFAULT

The occurrence of any one of the following shall be a default under this instrument and the Loan Documents ("Event of Default"):

7.01 FAILURE TO PAY INDEBTEDNESS. Any of the Indebtedness is not paid when due, whether by acceleration or otherwise.

7.02 NONPERFORMANCE OF COVENANTS. Any covenant in this Instrument or any of the other Loan Documents is not fully and timely performed, or the occurrence of any default or event of default under this Instrument or any other Loan Document.

7.03 FALSE REPRESENTATION. Any statement, representation or warranty in this Instrument or any of the other Loan Documents, any financial statement, or any other writing delivered to Lender in connection with the Indebtedness is false, misleading, or erroneous in any material respect.

7.04 BANKRUPTCY OR INSOLVENCY. Borrower, the owner of the Property, or any person obligated to pay any part of the Indebtedness:

- (a) does not pay its debts as they become due or admits in writing its inability to pay its debts or makes a general assignment of the benefit of creditors; or
- (b) commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors; or
- (c) in any involuntary case, proceeding, or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (i) fails to obtain a dismissal of such case, proceeding or other action within sixty (60) days of its commencement, or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order for relief; or
- (d) conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof; or
- (e) has a trustee, receiver, custodian, or other similar official appointed for or take possession of all or any part of the Property or any other of its property or has any court take jurisdiction of any other of its property which remains undismissed for a period of sixty (60) days (except where a shorter period is specified in the immediately following paragraph (f)); or
- (f) fails to have discharged within a period of ten (10) days any attachment, sequestration, or similar writ levied upon any property of such person; or
- (g) fails to pay immediately any final money judgment against such person.

7.05 TRANSFER OF THE PROPERTY. Title to all or any part of the Property (other than obsolete or worn Personal Property replaced by adequate substitutes of equal or greater value than the replaced items when new) shall become vested in any party other than Borrower, whether by operation of law or otherwise. Lender may, in its sole discretion, waive this Event of Default, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following which Lender may require: (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender in its sole judgement; and (b) grantee executing, prior to such sale or transfer, a written assumption agreement containing such terms as Lender may require, such as a principal paydown on the Note, an increase in the rate of interest payable under the Note, a transfer fee, and any other modification of the Note, this Instrument or any of the other Loan Documents which lender may require.

7.06 GRANT OF EASEMENT, ETC. Without the prior written consent of Lender, Borrower grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise

encumbers the Property, unless such action is expressly permitted by this Instrument or any of the other Loan Documents.

7.07 ABANDONMENT. Borrower abandons or vacates any of the Property.

7.08 DETERIORATION. Lender reasonably determines that the condition of the Property has deteriorated.

7.09 FORECLOSURE OF OTHER LIENS. The holder of any lien, security interest or assignment on the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder:

7.10 LIQUIDATION, DEATH, ETC. The liquidation, termination, dissolution, failure to maintain good standing in the State of Texas (if applicable), death, or legal incapacity of Borrower or any Guarantor.

7.11 MATERIAL, ADVERSE CHANGE. The occurrence of any material, adverse change in the financial condition of Borrower or any Guarantor.

7.12 DEFAULT BY PARTNER OR VENTURER. If Borrower is a partnership or joint venture, a default by any general partner or joint venturer under Borrower's partnership agreement or joint venture agreement. If Borrower is a limited liability company, a default by any member under Borrower's charter or articles of organization.

7.13 TRANSFER OF OWNERSHIP OR BORROWER. If Borrower or the owner of the Property (if other than Borrower) is a corporation, the sale, pledge, encumbrance, or assignment of any shares of its stock without the prior written consent of Lender. If Borrower or the owner of the Property (if other than Borrower) is a partnership or joint venture, the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests or the withdrawal from or admission into it of any general partner or joint venturer without the prior written consent of Lender. If Borrower or the owner of the Property (if other than Borrower) is a limited liability company, the sale, pledge, encumbrance, or assignment of any of its membership interests or the withdrawal from or admission into it of any member without the prior written consent of Lender.

ARTICLE VIII-DEFAULT AND REMEDIES

8.01 ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Borrower acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Borrower and each Guarantor, surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest. Borrower and each Guarantor, surety, and endorser acknowledge and understand that by these waivers they waive any right they may have to receive notices of default under this Instrument, the Note, and the other Loan Documents, as well as any opportunity to cure any such default.

8.02 NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least twenty-one (21) days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on Borrower and each debtor obligated to pay the Indebtedness secured hereby according to the Lender's records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Borrower may be addressed to Borrower at Borrower's address as stated above. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by records of Lender, be addressed to such other debtor at the address of Borrower as is shown by the records of Lender. Notwithstanding the

foregoing provisions of this Section, notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

8.03 TRUSTEE'S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale. Lender may bid and become the purchaser of all or any part of the Property at any Trustee's or foreclosure sale hereunder, and the amount of Lender's successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

8.04 PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Instrument and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Borrower shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmaturing part of the Indebtedness, but as to such unmaturing part this Instrument shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmaturing part of the Indebtedness.

8.05 FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to Texas Property Code § 51.002 and Texas UCC § 9.501(d). Borrower shall assemble the Personal Property and make it available to Lender upon Lender's written request. Borrower and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 8.02 above and pursuant to Texas Property Code § 51.002 is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the Texas UCC.

8.06 TRUSTEE'S DEED. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Borrower hereby agrees, in its behalf and in behalf of Borrower's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing

having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Borrower hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Instrument, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorney's fees and costs of title evidence; (b) to all sums secured by this Instrument in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

8.08 POSSESSION AFTER SALE. If the Property is sold pursuant to Section 8.03, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

8.09 COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, attorney's fees and costs of documentary evidence, abstracts, and title reports.

8.10 SUBSTITUTE TRUSTEE. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Instrument and by applicable law.

8.11 REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

8.12 FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance of the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipts of any awards, proceeds or damages under this Instrument operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

8.13 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided in this Article VIII. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Instrument and Lender's rights and interests under this Instrument, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Instrument.

ARTICLE IX-ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS

9.01 DEFINITIONS. For the purposes of this Instrument, Borrower, Lender, and Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the following meanings:

(a) "Governmental Requirements" means any and all laws, statutes ordinances, rules, regulations, orders, or determinations of any governmental authority, whether federal, state, county, city, or otherwise pertaining to health safety, or the environment in effect in any and all jurisdictions in which Borrower conducts business or where the Property is located, including without limitation: (i) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended from time to time including without limitation as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), and regulations promulgated thereunder;

(ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended from time to time, including without limitation as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), as amended from time to time; (iv) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), as amended from time to time ("ADA"), and all regulations and guidelines promulgated pursuant to the ADA, and all other similar laws, including without limitation the Architectural Barriers Act of 1968, the Texas Architectural Barriers statute of 1978, and the Fair Housing Amendments Act of 1988, and all as amended from time to time and including all regulations promulgated pursuant to any one or more of them; (v) the Endangered Species Act (15 U.S.C. § 1531 *et seq.*), as amended from time to time; (vi) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands," including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended from time to time; (vii) the Texas Water Code, as amended from time to time; (viii) the Texas Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE ANN. §§ 361.001-361.345), as amended from time to time.

(b) "Hazardous Materials" means (i) any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by CERCLA, and regulations promulgated thereunder; (iii) any toxic substance as defined under or regulated by the Toxic Substances Control Act; (iv) asbestos, polychlorinated biphenyls, radon, or explosive or radioactive materials; (v) underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other "hazardous substance;" (vi) any substance the presence of which on the Property is prohibited by any Governmental Requirements; and (vii) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

(c) "Hazardous Materials Contamination" means the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, groundwater, air, or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Instrument) emanating from the Property.

(d) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial, or other governmental or regulatory action at any time threatened, instituted, or completed pursuant to any Governmental Requirements against Borrower or against or with respect to the Property or its use, and any claim threatened or made by any person against Borrower or against or with respect to the Property or its use relating to damage, contribution, cost recovery, compensation, or injury resulting from any alleged breach or violation of any Governmental Requirements.

(e) "Environmental Condition" means any condition, circumstance, or matter related to or connected with the Property or Borrower's ownership and use of the Property which is covered by any Governmental Requirements.

9.02 REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender that:

(a) Borrower has obtained all necessary permits, licenses, and authorizations for the Property and Borrower's use of the Property, including without limitation all necessary permits, licenses, and authorizations for Borrower's intended development of the Property, construction of the Improvements, or any other improvements to or construction on the Property, if applicable; and

(b) The Property is in compliance with all Governmental Requirements, and Borrower's intended use of the Property will comply with all Governmental Requirements; and

(c) Not in limitation of the foregoing, that: (i) no Hazardous Materials are now located on the Property, and neither Borrower nor, to the best of Borrower's knowledge and belief after due inquiry, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Property or any part thereof; (ii) no part of the Property is being used or, to the best of Borrower's knowledge and belief after due inquiry, has been used at any previous time for the disposal, storage, treatment processing, or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination; (iii) to the best of the Borrower's knowledge and belief after due inquiry, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination; (iv) to the best of Borrower's knowledge and belief after due inquiry, no investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property; and (v) to the best of Borrower's knowledge and belief after due inquiry, the Property is not currently on and has never been on any federal or state "Superfund" or "Superlien" list.

9.03 BORROWER'S COVENANTS. Borrower agrees to (a) give notice to Lender immediately upon Borrower's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; (b) give notice to Lender immediately upon Borrower's acquiring knowledge of any Environmental Claim; (c) comply at all times with any Governmental Requirements applicable to the Property; (d) require all employees, agents, or representatives of Borrower, all tenants and their agents and employees, and all contractors, subcontractors, suppliers, or other persons performing or involved in the construction or maintenance of the Property and Improvements to comply at all times with all Governmental Requirements; (e) provide Lender with satisfactory evidence of such compliance with Governmental Requirements; and (f) provide Lender, within thirty (30) days after demand by Lender, with a bond, letter of credit, or similar financial assurance evidencing to Lender's satisfaction that the necessary funds are available to pay the cost of complying with any Governmental Requirements, including without limitation removal, treatment and disposal of Hazardous Materials on the Property or Hazardous Materials Contamination to the Property and discharge of any assessments or liens which may be established on or against the Property as a result thereof.

9.04 SITE ASSESSMENTS. Lender (by its officers, employees, and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform site assessments ("Site Assessments") on the Property for the purpose of determining whether there exists on the Property any Environmental Condition which could reasonably be expected to result in a violation of any Governmental Requirements or in an Environmental Claim. The Site Assessments may be performed at any time upon reasonable notice to Borrower, and under reasonable conditions established by Borrower which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Borrower will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Lender shall make the results of such Site Assessments fully available to Borrower, which (prior to an event of default hereunder) may, at Borrower's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Borrower upon demand of Lender and any such obligations shall be Indebtedness secured by this Instrument.

9.05 INDEMNIFICATION. Borrower, for valuable consideration which Borrower acknowledges receiving, shall defend, indemnify, and hold harmless Lender and Trustee from and against any and all liabilities (including strict liability and including, with regard to Site Assessments, Lender's own negligence), actions, demands, penalties, losses, costs, or expenses (including without limitation attorneys' fees and expenses, and remedial costs), suits, costs of any settlement or judgement and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Instrument) be paid, incurred or suffered by or asserted against Lender or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of and violation or breach of any Governmental Requirements or any Environmental Claim, regardless of whether or not caused by or within the control of Borrower, Lender or Trustee. The representations, covenants, warranties, and indemnifications contained in this Article IX shall survive the release of this Instrument.

9.06 LENDER'S RIGHTS. Lender shall have the right, but not the obligation, prior or subsequent to an Event of Default, without in any way limiting Lender's other rights and remedies under this Instrument, to enter onto the Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Environmental Condition on the Property following receipt of any notice from any person or entity asserting the existence of any Environmental Condition pertaining to the Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Lender's sole opinion, could jeopardize Lender's security under this Instrument. All costs and expenses paid or incurred by Lender in the exercise of any such rights shall be Indebtedness secured by this Instrument and shall be payable by Borrower upon demand.

9.07 NO WAIVER. Notwithstanding any provision in this Article IX or elsewhere in this Instrument, or any rights or remedies granted by this Instrument, Lender does not waive and expressly reserves all rights and benefits now or hereafter accruing to or available to Lender under the "security interest exception" set forth in 40 C.F.R. § 300.1100. No action taken by Lender pursuant to this Instrument or any other Loan Document shall be deemed or construed to be a waiver or relinquishment of any rights or benefits under the "secured creditor exemption", or "secured party exemption" under CERCLA.

ARTICLE X-MISCELLANEOUS PROVISIONS

10.01 RELEASE. Upon payment of all sums and the performance of all obligations secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

10.02 BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or any junior lienholder or Guarantor, without liability on Lender's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section 10.02 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Instrument on the Property. Borrower shall pay Lender a reasonable charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

10.03 NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by United States mail, postage prepaid, addressed to Borrower at Borrower's address stated in this Instrument or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by United States mail, postage prepaid, addressed to Lender at Lender's address stated in this Instrument or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein, but actual notice, however given or received, shall always be effective.

10.04 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 7.05.

10.05 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Borrower shall be joint and several.

10.06 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender.

10.07 GOVERNING LAW. THIS INSTRUMENT SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS. THE PERFORMANCE OF THIS DEED OF TRUST, AND ANY DISPUTES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS DEED OF TRUST, SHALL BE DECIDED BY A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS, UNLESS MANDATORY VENUE LIES ELSEWHERE UNDER APPLICABLE LAW.

10.08 SEVERABILITY. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable.

10.09 USURY DISCLAIMER. The term "Maximum Lawful Rate" means the maximum rate of interest and the term "Maximum Lawful Amount" means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Borrower agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Instrument or any of the other Loan Documents, shall be spread,

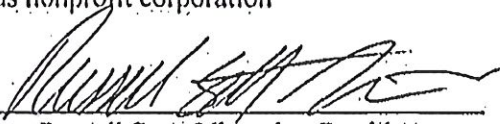
prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower under this Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Borrower exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Borrower. This provision concerning the crediting or refund or excess interest shall control and take precedence over other agreements between Borrower and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

10.10 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

10.11 CAPTIONS. The captions and headings of the Articles and Sections of this Instrument are for convenience only and are not to be used to interpret or define the terms and provisions of this Instrument.

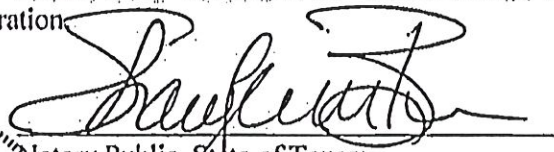
BORROWER'S SIGNATURE:

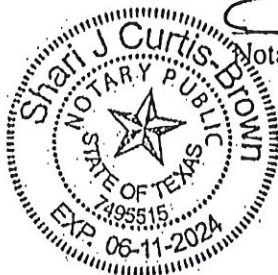
HIGHPOINT CHURCH OF TEXAS, INC., a
Texas nonprofit corporation

By: 
Russell Scott Niemeier, President

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on this the 22 day of December, 2021, by RUSSELL SCOTT NIEMEIER, as President of HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation, on behalf of said corporation.


Notary Public, State of Texas



After Recording Return To:

CommunityBank of Texas, N.A.
5999 Delaware Street
Beaumont, Texas 77706
Attn: Loan Operations

ADDENDUM

To DEED OF TRUST (Security Agreement, Assignment of Leases, Assignment of Rents and Financing Statement) ("Deed of Trust") by and between HIGHPOINT CHURCH OF TEXAS, INC., a Texas nonprofit corporation, as BORROWER and JOE F. WEST, TRUSTEE for the benefit of COMMUNITYBANK OF TEXAS, N.A., as LENDER

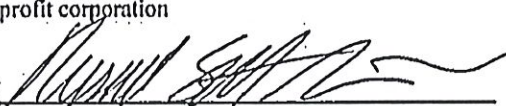
OTHER PROVISIONS. The following terms and provisions are incorporated in the Deed of Trust and made a part thereof:

(a) Notwithstanding Section 6.06 of this Deed of Trust, Lender hereby waives the establishment of a tax and insurance escrow (the "Escrow") under the provisions of said Section 6.06, but Lender, at its sole option and without respect as to whether or not an Event of Default under this Deed of Trust has occurred or continues, may revoke such waiver by written notice to Borrower and require the establishment of an Escrow for the remainder of the term of the loan evidenced by the note. However, while no Escrow is required by Lender, Borrower, without notice, request or demand from Lender, agrees to furnish to Lender annually, on or before the 15th day of February, copies of "paid" tax receipts, or other evidence satisfactory to Lender (in its sole discretion), evidencing Borrower's payment in full of all taxes and assessments levied against the Property by all taxing authorities for the immediately preceding calendar year.

(b) Notwithstanding anything contained herein or in any document evidencing or creating the Note or the Indebtedness secured hereby or any part or parts thereof or any other security agreement or other document heretofore, herewith, or hereafter executed in connection with or related to the credit obligation contained herein, if this instrument is part of a consumer credit obligation (as defined or described in 12 C.F.R. 227, Regulation AA, as promulgated by the Federal Reserve Board, as now written or hereafter amended), the security for the credit obligation described herein shall not extend to any non-possessory security interest in household goods (as defined in said regulation AA) other than a purchase money security interest and no waiver of any notice contained herein or therein shall be construed under any circumstances to extend to any waiver of notice prohibited by Regulation AA.

(c) The principal amount of the Note secured by this Deed of Trust represents funds this day advanced by Lender to Borrower and used by Borrower to pay, in whole or in part, the purchase price for the Property herein described, and Borrower hereby expressly acknowledges a vendor's lien on said Property as security for the payment of said Note. This Deed of Trust does not waive the vendor's lien, and the two (2) liens and the rights created by this Deed of Trust shall be cumulative; and Lender may elect to foreclose under either of the liens without waiving the other, or may foreclose under both.

HIGHPOINT CHURCH OF TEXAS, INC., a Texas
nonprofit corporation

By: 

Russell Scott Niemeier, President

"Borrower"

EXHIBIT "A"
(Page 1 of 2)

TRACT 1:

Lot One (1), in block One (1), of L. Christoph Subdivision section 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas.

TRACT 2:

FIELD NOTES DESCRIPTION OF A 12.387 ACRE TRACT OF LAND OUT OF 14.3164 ACRES OF LAND OUT OF TRACT 1 AS DESCRIBED IN VOLUME 2041, PAGE 400, OF THE OFFICIAL RECORDS OF GALVESTON COUNTY, TEXAS, IN THE A.H. JACKSON SURVEY, ABSTRACT 128, GALVESTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with a cap stamped "True Meridian" at the most Northerly corner of Lot 1, in Block 1, of L. CHRISTOPH SUBDIVISION SECTION 1, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County clerk of Galveston County, Texas, from which a found and bent 5/8 inch iron rod bears S 40°37' E – 0.5 feet;

THENCE N 43°33'32" W, passing at 620.79 feet a found 1 inch iron pipe, continuing in all a total distance of 693.22 feet to a point in the centerline of Chigger Creek, said point being the most Northerly corner of said 14.3164 acre tract;

THENCE with the following courses and distances up the centerline of Chigger Creek to the most Westerly corner of said 14.3164 acre tract;

N 66°06'50" W – 56.39 feet
N 52°28'39" W – 52.47 feet
S 71°50'11" W – 43.74 feet
S 40°51'22" W – 93.55 feet
S 20°17'16" W – 61.16 feet
S 28°24'53" W – 49.94 feet
S 70°51'00" W – 62.60 feet
S 83°25'36" S – 63.83 feet
N 45°30'09" W – 100.01 feet
N 71°35'32" W – 31.87 feet
S 87°09'28" W – 51.24 feet
S 62°27'10" W – 51.13 feet
S 75°50'58" W – 23.96 feet

EXHIBIT "A"
(Page 2 of 2)

THENCE S 43°33'32" E, passing at 110.53 feet a found 1/2 inch iron rod, passing at 355.70 feet a found 1/2 inch iron rod, passing at 765.61 feet the most Northerly corner of a tract of land as described in Volume 3063, Page 12 of the Galveston County Deed Records, from which a found 1/2 inch iron rod bears S 25°45' W – 0.2 feet and a found 5/8 inch iron rod with a cap stamped "Windrose" bears N 25°20' E – 0.2 feet, continuing in all a total distance of 1,344.37 feet to a 1/2 inch iron rod found on the Northwest right-of-way line of W. Parkwood Drive, a.k.a. FM 528, (right-of-way width varies);

THENCE N 45°59'00" E along the Northwest right-of-way line of W. Parkwood Drive, a distance of 365.43 feet to the most Southerly corner of said L. CHRISTOPH SUBDIVISION SECTION 1, from which a found 5/8 inch iron rod with a cap stamped "Half" bears S 11°01' E – 0.3 feet;

THENCE N 43°33'32" W along the Southwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 324.35 feet to a 1/2 inch iron rod set with a cap stamped "True Meridian" for corner;

THENCE N 45°59'00" E along the Northwest line of said L. CHRISTOPH SUBDIVISION SECTION 1, a distance of 134.57 feet to the PLACE OF BEGINNING and containing 12.387 acres of land, more or less.

EXHIBIT "B"
(to Deed of Trust)

This exhibit covers the types (and items) of personal property listed below that Borrower owns or has sufficient rights in which to transfer an interest, now or in the future, now or hereafter located at, used in connection with, attached to or used in or about the building or buildings now erected or hereafter to be erected on the Land, more fully described on Exhibit "A", and all proceeds and products of the property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the property):

1. Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Borrower may have by law or agreement against any account debtor or obligor of Borrower;
2. Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in progress, or material used or consumed in Borrower's business;
3. Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools. The property includes any equipment described in a list or schedule Borrower gives to secured party, but such a list is not necessary to create or perfect a valid security interest in all of Borrower's equipment;
4. Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation and tangible and electronic chattel paper;
5. General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Borrower's name;
6. Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts;
7. Government Payments and Programs: All payments, accounts, general intangibles, and benefits including but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance, diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program;
8. Investment Property: All investment property including but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts and financial assets; and
9. Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook and similar accounts.

FILED AND RECORDED

Instrument Number: 2021093735

Recording Fee: 118.00

Number Of Pages: 25

Filing and Recording Date: 12/30/2021 8:34AM

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

STATE OF TEXAS
COUNTY OF GALVESTON

I, BRENDA KAY CHRISTOPH BEING THE OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF L. CHRISTOPH SUBDIVISION, SECTION 1 DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LINES, STREETS, PRIVATE DRIVES (FIRE LANES), LOTS, ALLEYS, PARKS, BUILDINGS LINES, AND EASEMENTS THEREIN SHOWN AND DESIGNATE SAID SUBDIVISION AS L. CHRISTOPH SUBDIVISION, SECTION 1, LOCATED IN THE A. H. JACKSON SURVEY, ABSTRACT-128, FRIENDSWOOD, GALVESTON COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND MYSELF, MY SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

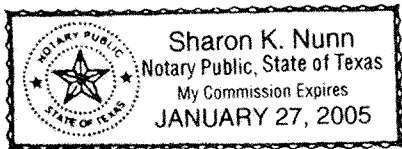
Brenda Kay Christoph
BRENDA KAY CHRISTOPH

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDA KAY CHRISTOPH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF February 2002.

Signature *Sharon K. Nunn*
Printed Name Sharon K. Nunn



I, PATRICIA RITCHIE, COUNTY CLERK, GALVESTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____ AT _____ O'CLOCK, _____ M., AND DULY RECORDED ON _____ AT _____ O'CLOCK, _____ M., IN PLAT RECORD MAP NUMBER _____ GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS THE DAY LAST ABOVE WRITTEN:

PATRICIA RITCHIE
COUNTY CLERK GALVESTON
COUNTY, TEXAS
BY _____ DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF L. CHRISTOPH SUBDIVISION, SECTION 1 AS SHOWN THEREON IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN AND SECRETARY OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF FRIENDSWOOD, TEXAS, THIS 27th DAY OF February 2002.

Diana Steelquist
DIANA STEELQUIST
DEVELOPMENT COORDINATOR

Tom Burke
TOM BURKE
PLANNING AND ZONING CHAIRMAN

I, MICKIEL G. HODGE, P.E., CITY ENGINEER OF THE CITY OF FRIENDSWOOD, TEXAS DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF FRIENDSWOOD, TEXAS, AND FURTHER IT COMPLIES WITH ALL OF THE OF THE ORDINANCES AS ADOPTED BY THE CITY COUNCIL.

Mickiel G. Hodge 2/2/02
MICKIEL G. HODGE, P.E.
CITY ENGINEER

APPROVED BY CLEAR CREEK DRAINAGE DISTRICT:

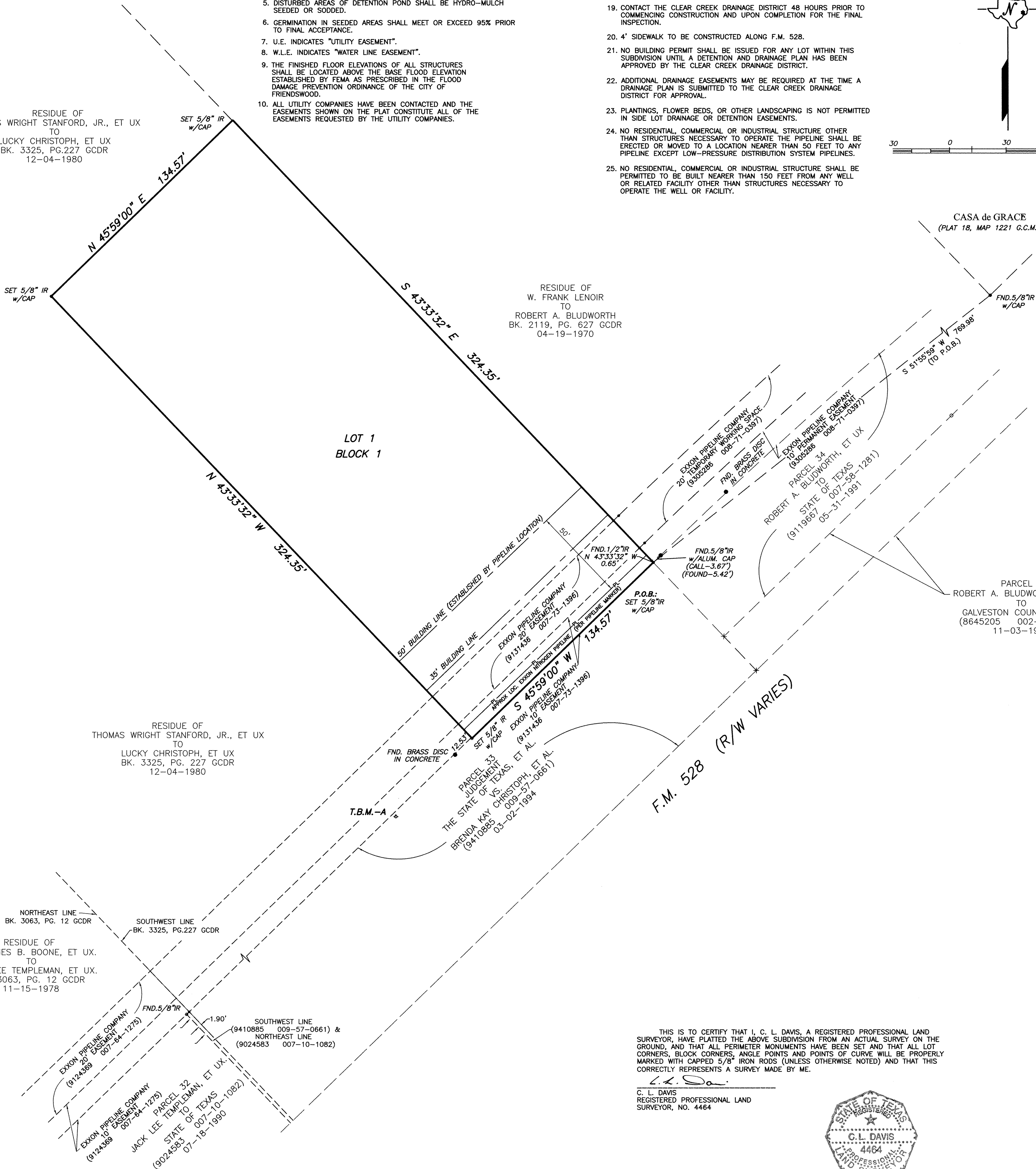
Dale Chapp 2/5/02
SUPERVISOR DATE
Hal Ramm 2/5/2002
SUPERVISOR DATE

BENCHMARK:
U.S.C. & G.S. CONCRETE MONUMENT
STAMPED E-459 LOCATED ON THE NORTH
R/W LINE OF BRIARMADOW APPROX. 185'
WEST OF THE CENTERLINE OF SUNSET DRIVE.
ELEVATION : 26.34 (1978 ADJUSTMENT)

T.B.M.-A
"LL" IN MUELLER ON FIRE HYDRANT LOCATED
APPROXIMATELY 58' SOUTHWEST OF THE
SOUTH CORNER OF SUBJECT.

ELEVATION : 31.91

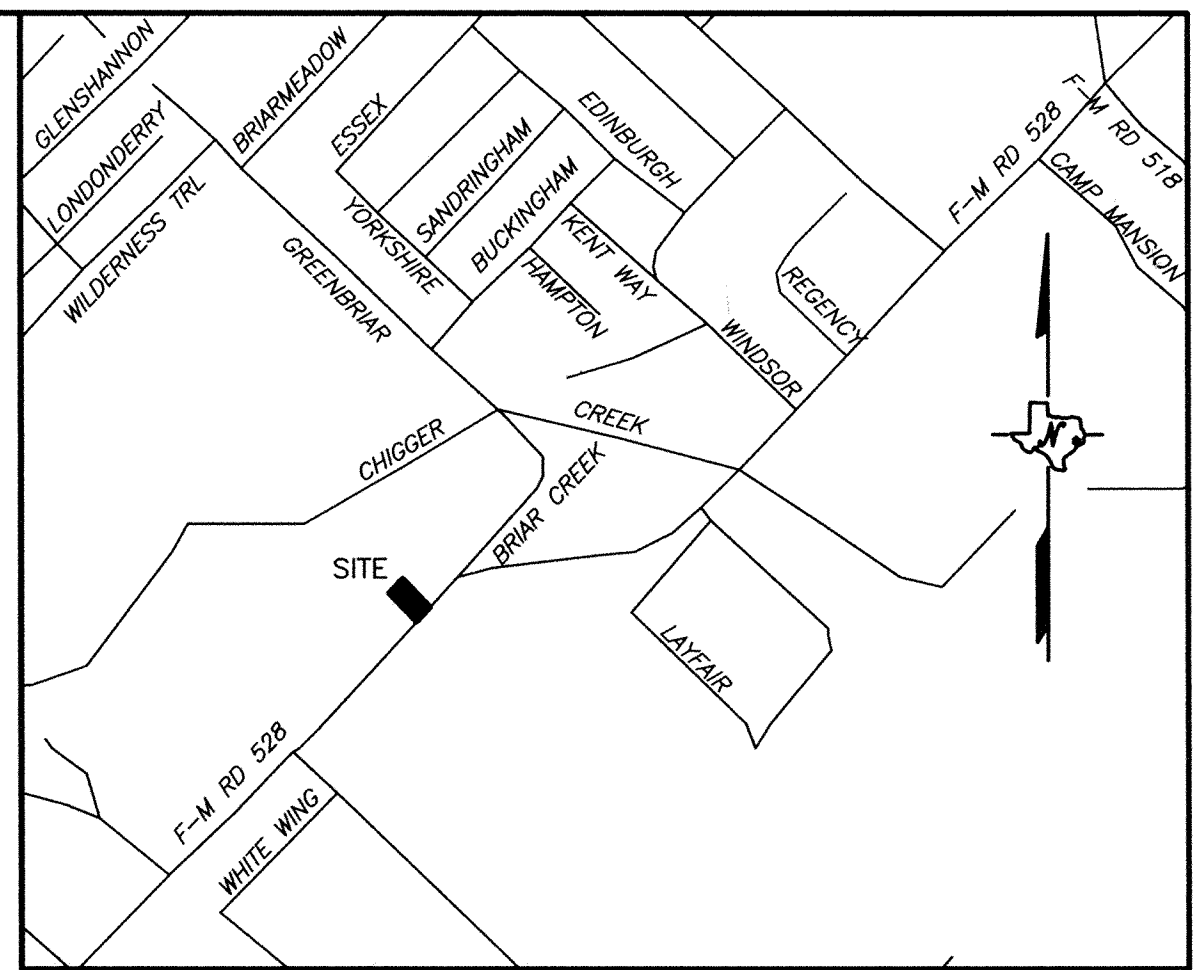
RESIDUE OF
THOMAS WRIGHT STANFORD, JR., ET UX
TO
LUCKY CHRISTOPH, ET UX
BK. 3325, PG. 227 GCDCR
12-04-1980



- NOTES:
1. THERE ARE NO PIPELINE EASEMENTS ON SUBJECT PROPERTY EXCEPT AS SHOWN.
 2. THIS TRACT LIES IN ZONE "X", AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485468 0005 E., DATED 09-22-1999. THIS STATEMENT IS BASED ON SCALING SAID TRACT ON THE ABOVE REFERENCED MAP.
 3. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS AND ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.
 4. DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR PURPOSES OF DRAINAGE WORK.
 5. DISTURBED AREAS OF DETENTION POND SHALL BE HYDRO-MULCH SEEDED OR SODDED.
 6. GERMINATION IN SEEDDED AREAS SHALL MEET OR EXCEED 95% PRIOR TO FINAL ACCEPTANCE.
 7. U.E. INDICATES "UTILITY EASEMENT".
 8. W.L.E. INDICATES "WATER LINE EASEMENT".
 9. THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD.
 10. ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUESTED BY THE UTILITY COMPANIES.

11. B.L. INDICATES "BUILDING LINE".
12. D.E. INDICATES "DRAINAGE EASEMENT".
13. S.S.E. INDICATES "SANITARY SEWER EASEMENT".
14. S.L.E. INDICATES "STREET LIGHT EASEMENT".
15. G.C.M.R. INDICATES "GALVESTON COUNTY MAP RECORDS".
16. G.C.P.R. INDICATES "GALVESTON COUNTY PLAT RECORDS".
17. G.C.D.R. INDICATES "GALVESTON COUNTY DEED RECORDS".
18. MAINTENANCE OF THE DETENTION FACILITY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
19. CONTACT THE CLEAR CREEK DRAINAGE DISTRICT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION AND UPON COMPLETION FOR THE FINAL INSPECTION.
20. 4' SIDEWALK TO BE CONSTRUCTED ALONG F.M. 528.
21. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE CLEAR CREEK DRAINAGE DISTRICT.
22. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE CLEAR CREEK DRAINAGE DISTRICT FOR APPROVAL.
23. PLANTINGS, FLOWER BEDS, OR OTHER LANDSCAPING IS NOT PERMITTED IN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
24. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE SHALL BE ERRECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE EXCEPT LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES.
25. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.

30 0 30 60 90 Feet



VICINITY MAP
SCALE: 1" = 1/4 Mi.

All that certain 1.002 acres out of A. H. Jackson Survey, Abstract Number - 128 according to the plat thereof filed in Volume 105, Page 151 Galveston County Plat Records and being part of that certain tract described in a deed dated 12-04-1980 from Thomas Wright Stanford, Jr., et ux to Lucky Christoph, et ux filed in Book 3325, Page 227 Galveston County Deed Records and being more particularly described by metes and bounds as follows;

Beginning at a set 5/8" iron rod with cap marking the north corner of that certain right-of-way judgment dated 03-02-1994 between the State of Texas, et al versus Brenda Kay Christoph, et al as filed in Official Records of Real Property of Galveston County at Clerk's File Number 94-10885, Film Code Number 009-57-0661, from which a found 1/2" iron rod bears N 43°33'32" W - 0.65';

1. Thence S 45° 59' 00" W - 134.57' (base bearing) with the northwest right-of-way line of Farm Market Road 528 as established by said right-of-way judgment as filed in Official Records of Real Property of Galveston County at Clerk's File Number 94-10885 Film Code Number 009-57-0661 to a set 5/8" iron rod with cap for corner;

2. Thence N 43° 33' 32" W - 324.35' to a set 5/8" iron rod with cap for corner;

3. Thence N 45° 59' 00" E - 134.57' to a set 5/8" iron rod with cap for corner;

4. Thence S 43° 33' 32" E - 324.35' with the northeast line of said Christoph tract to the POINT OF BEGINNING and containing 1.002 acres (43,646 square feet) of land more or less.

FINAL PLAT OF L. CHRISTOPH SUBDIVISION SECTION 1

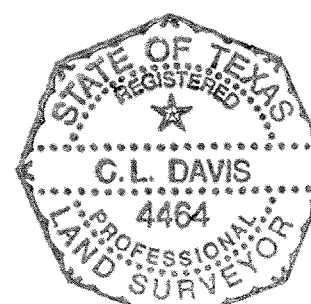
1.002 ACRES OUT OF
A. H. JACKSON SURVEY, ABSTRACT 128
FRIENDSWOOD, GALVESTON COUNTY, TEXAS
1 BLOCK 1 LOT 0 RESERVE
FEBRUARY 04, 2002

OWNER:
BRENDA KAY CHRISTOPH
1406 WEST PARKWOOD AVE.
(FM 528)
FRIENDSWOOD, TEXAS
(713)816-5004

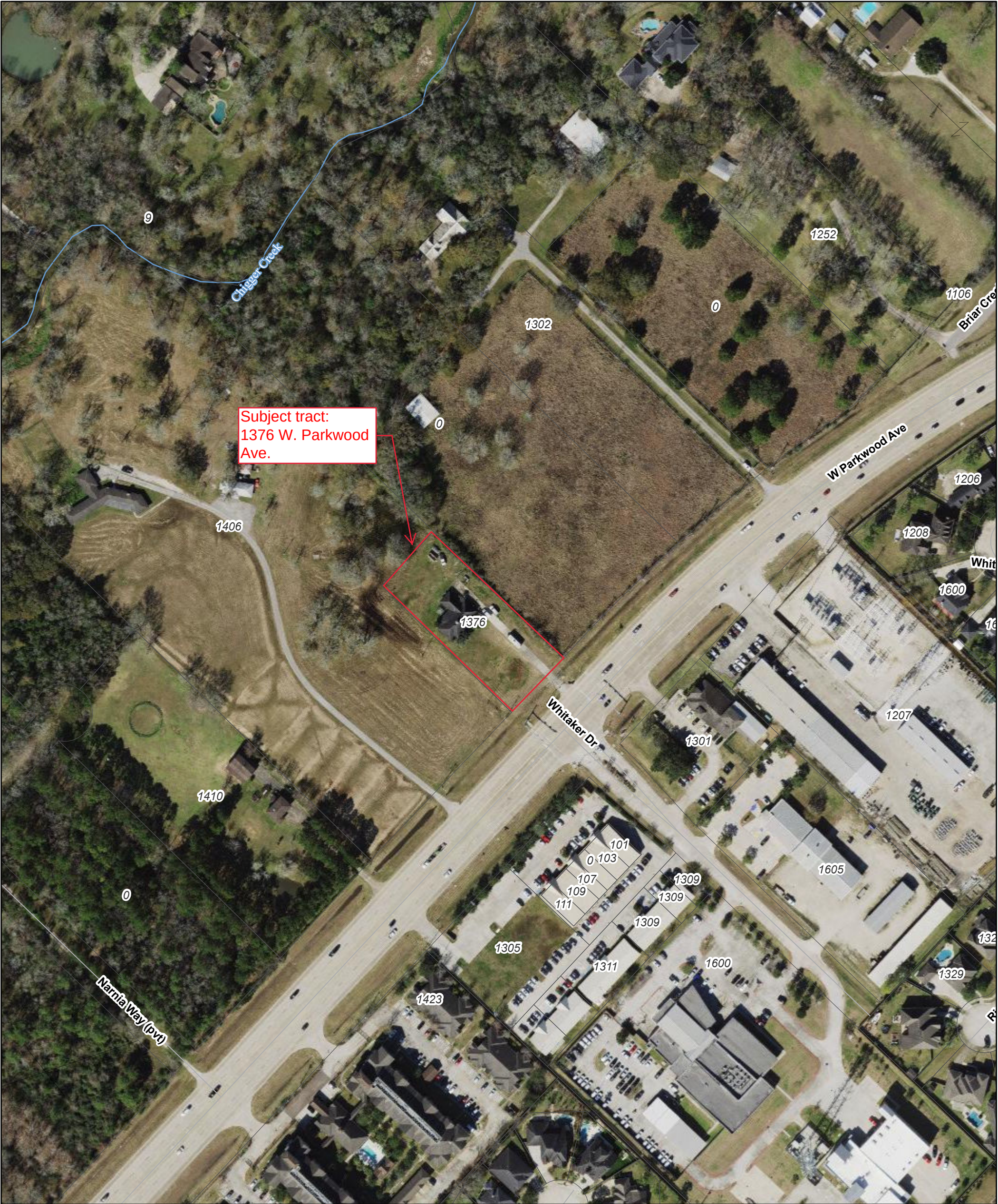
SURVEYOR:
C.L. DAVIS & COMPANY
1500 WINDING WAY
FRIENDSWOOD, TEXAS
(281)482-3450
(281)482-1294 FAX

THIS IS TO CERTIFY THAT I, C. L. DAVIS, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL LOT CORNERS, BLOCK CORNERS, ANGLE POINTS AND POINTS OF CURVE WILL BE PROPERLY MARKED WITH CAPPED 5/8" IRON RODS (UNLESS OTHERWISE NOTED) AND THAT THIS CORRECTLY REPRESENTS A SURVEY MADE BY ME.

C. L. Davis
C. L. DAVIS
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 4464

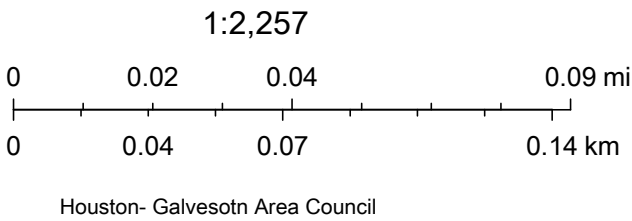


Friendswood, Texas

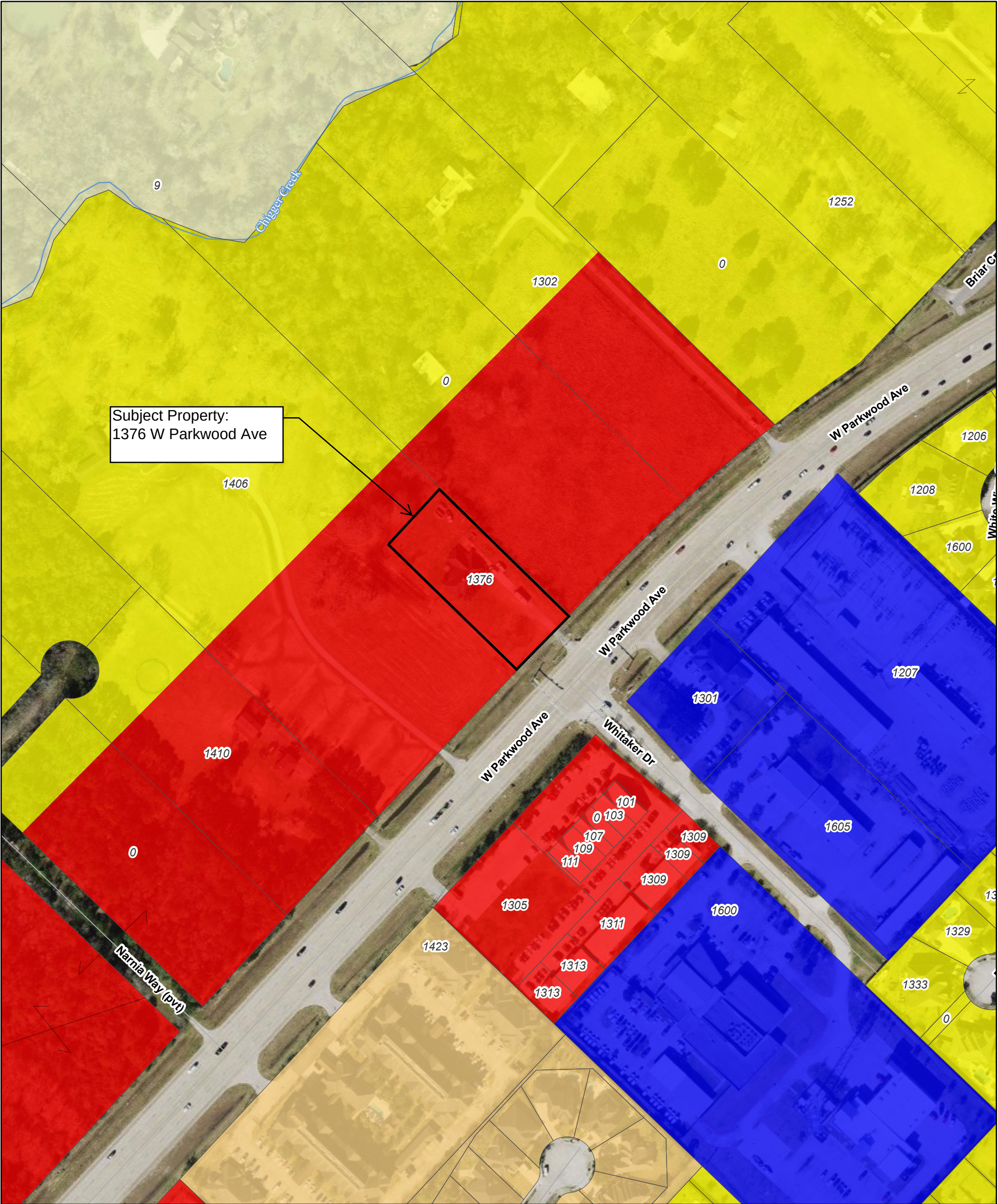


11/3/2022, 8:56:46 AM

- City Limits
- Streets
- Galveston County Lot Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features

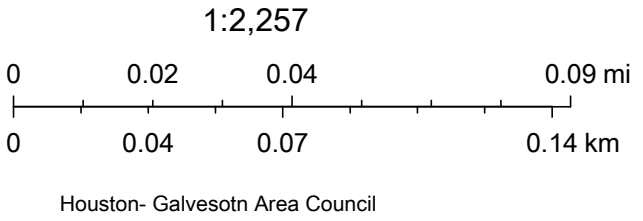


Friendswood, Texas

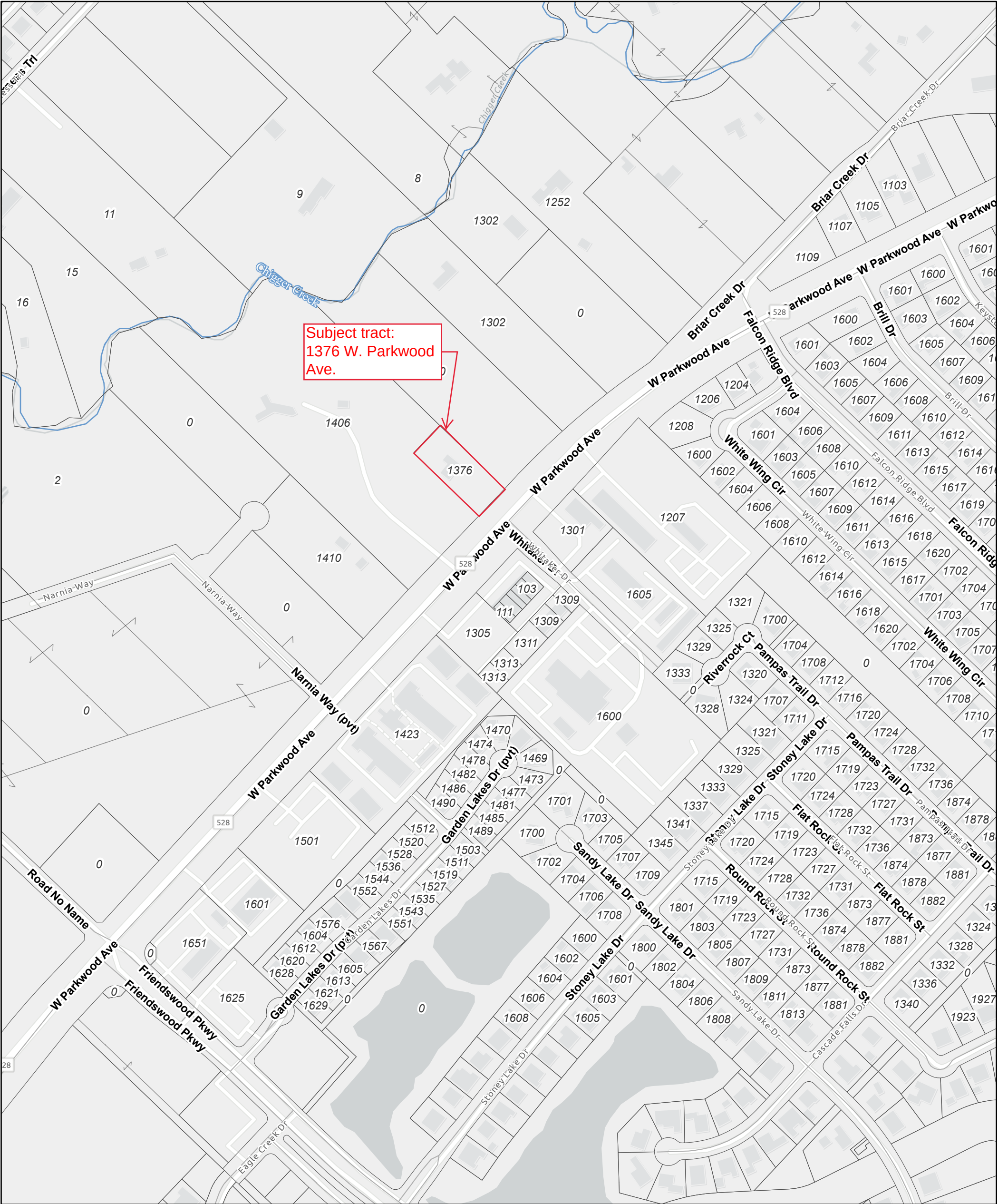


11/3/2022, 9:41:29 AM

- City Limits
- Streets
- Galveston_County-_Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features
- Future Land Use Adopted 2021
- SFR- Estate
- Low Density
- Garden Homes
- Retail
- Public and Semi-Public

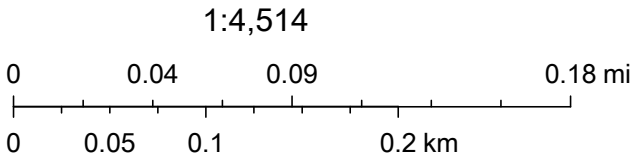


Friendswood, Texas



11/3/2022, 8:48:18 AM

- City Limits
- Parcels
- Streets
- All Linear Water Features
- Galveston_County-_Lot_Lines
- Parcels Owner Information



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GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US

Rezoning Report

November 2022

Project: HighPoint Church

Address: 1376 W. Parkwood Ave.

Legal: 1376 W. Parkwood Ave., being 1.002 acres, also known as Lot One (1), in Block One (1), of L. Christoph Subdivision Section 1, a subdivision in the City of Friendswood, according to the map or plat thereof recorded in Volume 18, Page 1287 in the Office of the County Clerk of Galveston County, Texas.

Request: A zone classification change request for a Specific Use Permit (SUP) to allow NAICS Use #8131 Religious Organizations (underlying Single Family Residential (SFR) zoning will remain).

Zoning Ordinance, Appendix C

G. *Specific use permits.*

1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.

...

5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

- f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan.
- 6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
- 7. *Time limit.* A specific use permit issued under this section shall expire two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, the specific use permit issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.
- 8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
 - a. The specific use permit was obtained or extended by fraud or deception; or
 - b. That one or more of the conditions imposed by the permit has not been met or has been violated.
- 9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.

Existing Use/Site Attributes:

The site currently consists of an existing house that would be renovated for church administrative offices. No major changes are proposed to the building exterior. Landscaping would be installed per the Community Overlay District (COD) requirements, and a parking lot consisting of 11 parking spaces would be constructed to accommodate the estimated six staff members plus visitors.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is completely bordered by tracts that are zoned Single Family Residential (SFR).

Platting Analysis:

The property is platted a single lot subdivision – L Christoph Subdivision recorded in 2002.

Planning Analysis:

The current zoning of Single Family Residential (SFR) allows NAICS Use #8131 Religious Organizations with a Specific Use Permit (SUP).

There are no establishments that sell liquor within 300-feet of the project, measure front door to front door.

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

Comprehensive Planning Analysis:

The 2021 Future Land Use Map identifies the site as a “Retail” use. The long-term goal of HighPoint Church is to construct a new facility on the adjacent property, 1406 W. Parkwood Ave., towards the rear of the property. The frontage abutting W. Parkwood Ave. would be rezoned to Community Shopping Center (CSC) to ensure compliance with the Future Land Use Map. This zone change request does not guarantee the future phase.

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

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

City of Friendswood water is existing and available. The existing house currently uses a septic system. The septic system output will need to be rerouted.

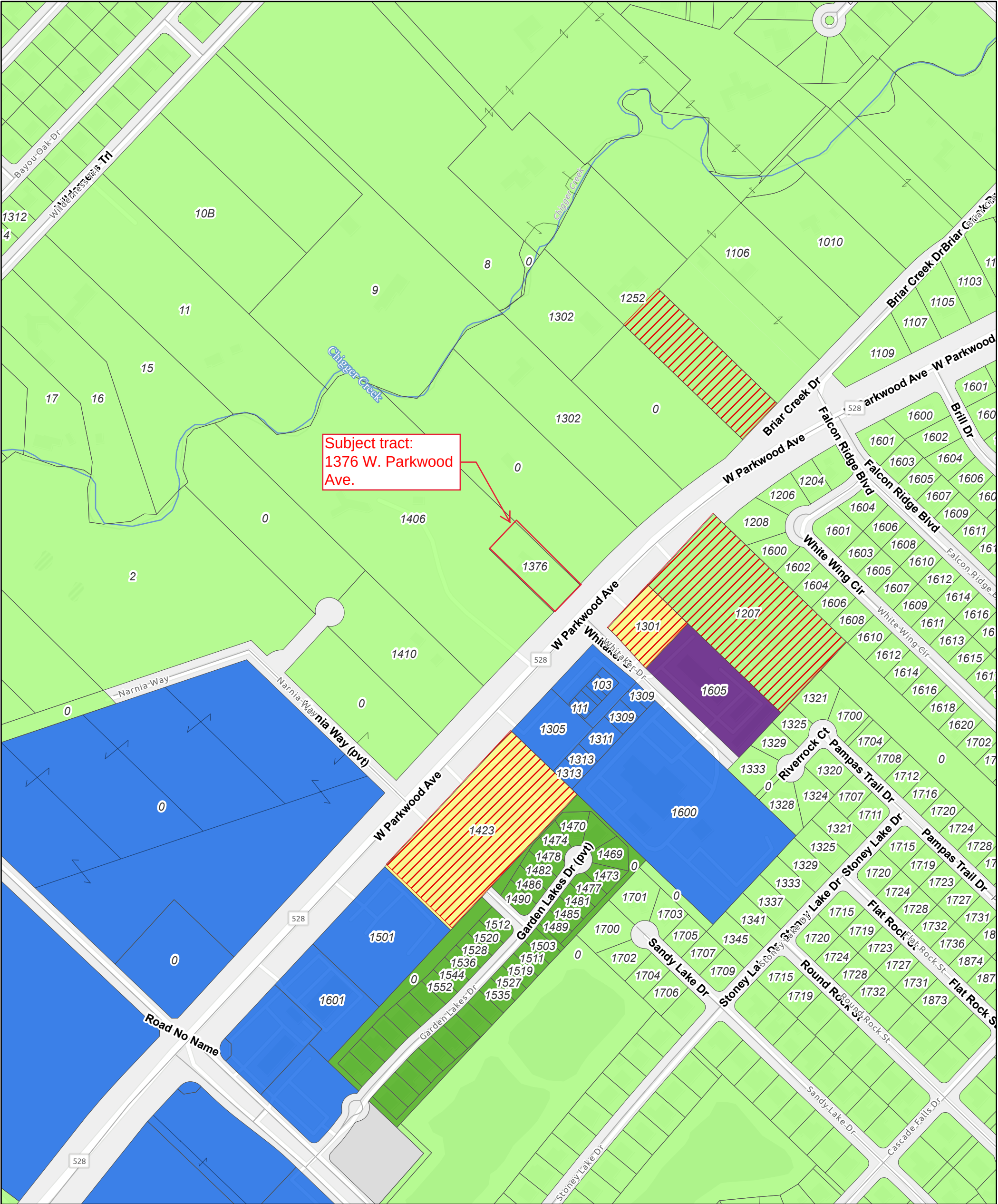
Access:

The property has direct access from West Parkwood Ave (FM 528).

Park/Open Space:

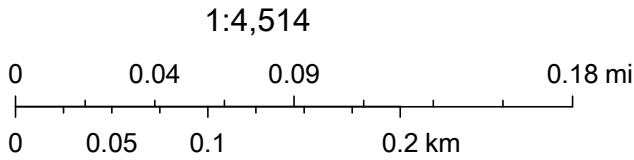
Parkland Dedication does not apply.

Friendswood, Texas



11/3/2022, 8:52:21 AM

- City Limits
- Streets
- Galveston_County-_Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features
- Specific Use Permits
- Zoning of Parcels
- BP
- CSC
- GHD
- OPD
- PUD
- SFR



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GALVESTON COUNTY
CITY OF FRIENDSWOOD, TEXAS
HIGHPOINT CHURCH
PRELIMINARY CONSTRUCTION PLANS



NOVEMBER 16, 2022

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

Director _____ Date _____

Director _____ Date _____

The approval granted by these signatures does not constitute the District's approval for the granting of any construction or building permits. This preliminary approval shall expire in six (6) months.

GCCDD REF# G220045

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_3@OUTLOOK.COM

DANIEL SCOTT
SINCE 2007
ENGINEERING, LLC

TBPE F-9827 (281) 519-8530
P.O. BOX 1549, ALVIN, TX 77512 scott@danielscottengineering.com

DRAWING INDEX

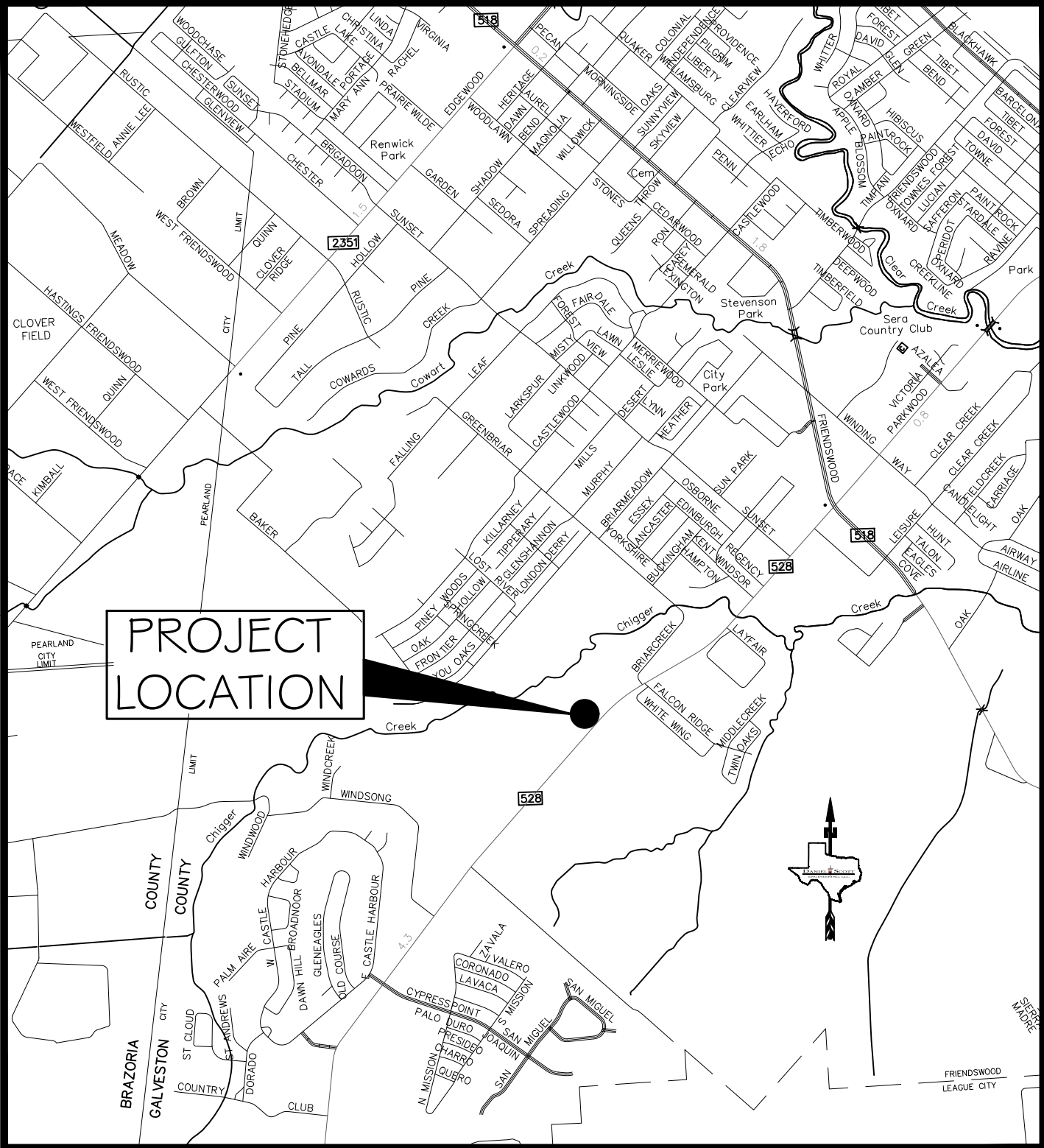
SHEET # DRAWING NAME

CIVIL PLANS

- C1. VICINITY MAP, LOCATION MAP & DRAWING INDEX
C2. GENERAL CONSTRUCTION NOTES
C3. GENERAL CONSTRUCTION NOTES (CONTINUED)
C4. CIVIL SITE & LANDSCAPE PLAN
C5. PRELIMINARY DRAINAGE PLAN
C6. PRELIMINARY DRAINAGE CALCULATIONS & DETAILS
C7. PRELIMINARY GRADING PLAN
C8. PRELIMINARY PAVING PLAN
C9. SWPPP
C10. BARRICADE AND MISCELLANEOUS DETAILS
C11. PAVING STANDARD DETAILS
C12. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS
C13. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS (CONT.)
C14. STORM SEWER STANDARD DETAILS
C15. GCCDD STANDARD DETAILS
C16. GCCDD STANDARD DETAILS
C17. GCCDD STANDARD DETAILS

ATTACHMENTS

- A1 PHOTOMETRIC PLAN AND EXISTING BUILDING ELEVATIONS



VICINITY MAP
KEY MAP: 655M
SCALE: 1" = 1/2 MILE

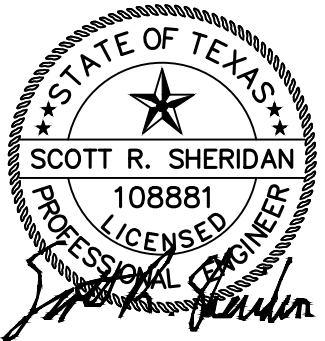


Jildardo Arias, PE, CFM
Director of Engineering/
City Engineer _____ Date _____

Renee Ibarra, CFM, CPM
Director of Public Works _____ Date _____

NOTE:
This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2022



NOVEMBER 16, 2022

-
- 134.57'
- BUILDING LINE: 25'
- HIGHPOINT CHURCH OF TEXAS, INC
FILE No. 2021093735
G.C.D.R.
- BUILDING LINE: 10'
- EXISTING BUILDING
1-STORY
2830 SQ FT
- BUILDING LINE: 10'
- 324.35'
- 8.00'
- 9.00'
- 15' LANDSCAPE BUFFER
- 15' BUILDING LINE
VOL. 18, PG. 1287,
G.C.M.R.
- 30" R.C.P.
ELEV. 26.40
- 12" R.C.P. ELEV. 26.54
- 30" R.C.P. ELEV. 26.59
- 150' DEEP FIRE LANE
- PROPOSED DRIVE
- EXISTING DRIVE
- 5' SIDEWALK
- PROPOSED MONUMENT SIGN
- EXXON PIPELINE COMPANY
10' ESMT.
FILE No. 9131436 G.C.D.R.
- EXXON PIPELINE COMPANY
10' ESMT.
FILE No. 9131436 G.C.D.R.
- EXFIRE HYDRANT
- EX WATER METER
- 30" R.C.P. ELEV. 26.52
- 30" R.C.P. ELEV. 26.65
- TBM "A"
- STATE OF TEXAS, ET AL
VS
BRENDA KAY CHRISTOPH
- BEING 09218 OF ONCE ACRE OF LAND OUT OF 143164 ACRE
TRACT LOCATED IN THE AH JACKSON SURVEY A-118 BEING
THAT SAME TRACT CONVEYED TO LUCKY CHRISTOPH AND
WIFE UNDER VOL. 335, PG. 221
FILE No. 9410885 G.C.D.R.
- F.M. 528 (R.O.W VARIES)
- FIRE LANE
NO PARKING
UNAUTHORIZED
VEHICLES WILL BE
TOWED AT
OWNER'S EXPENSE

4'-0" MIN

2% MAX

16" (H.W. SIDE)
18" (V. SIDE) (SEE SIDE)

4" WIDE PAINT STRIPES

PAINTED ACCESSIBILITY SYMBOL

9'-0" 9'-0"

NOTE: H.C. SPACES AND AISLE TO HAVE MAX. 2% SLOPE IN EITHER DIRECTION.

1'-0"

1'-2"

8" MAX

5'-0" TO BOTTOM OF LETTERS

NO LOWER THAN 5' AND NO HIGHER THAN 6'

EQ EQ

OF PARKING SPACE

4'-0" SIDEWALK

2'-0"

WHEEL STOP

30 0 15 30 60

SCALE: 1" = 30"

RESERVED

SIGN FACE SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE "RESERVED" OR EQUIVALENT LANGUAGE

"PROVIDE "VAN ACCESSIBLE" SIGN AND WIDER AISLE AT CLUBHOUSE

NOTE: SIGN SHOULD BE CENTERED ON H.C. PARKING SPACE

(ATTACHED TO PROPOSED RAMP)

PARKING & LANDSCAPE SUMMARY			
AREA EXISTING	=	2,830	SQ-FT
AREA GROSS FLOOR TOTAL	=	2,830	SQ-FT
GENERAL BUSINESS OFFICES	=	3.80	SPACES PER 1,000 SQ-FT
PARKING SPACES REQUIRED	=	11	SPACES
PARKING SPACES PROVIDED	=	11	SPACES
AREA TOTAL OF PARKING SPACES & DRIVEWAYS	=	9,461	SQ-FT
LANDSCAPING REQUIRED 15% OF PARKING AREA	=	1,419	SQ-FT
LANDSCAPING PROVIDED 15% OF PARKING AREA	=	7,825	SQ-FT
LANDSCAPING BUFFER REQUIRED 1 TREE EVERY 30 MINUS DRIVEWAYS	=	14	EACH
LANDSCAPING BUFFER PROVIDED 1 TREE EVERY 30 MINUS DRIVEWAYS	=	14	EACH

AC	ACRES
BL	BUILDING LINE
B550	BACK SLOPE SWALE OUTFALL
CF5	CUBIC FEET PER SECOND (FLOW RATE)
CMR	CONJUGATED METAL PIPE
CPC	CONCRETE PILOT CHANNEL
DE	DRAINAGE EASEMENT
EL	ELEVATION
EO	EMERGENCY OVERFLOW
EXIST	EXISTING
FG	FINISHED GRADE
FL 46.27	FLOWLINE ELEVATION
FF	MINIMUM FINISHED FLOOR
G	GUTTER
HDPE	HIGH DENSITY POLYETHYLENE PIPE
JB	JUNCTION BOX
LSE	LANDSCAPE EASEMENT
MB	MAINTENANCE BERM
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
PBM	PROJECT BENCHMARK NUMBER
PVMT	PAVEMENT
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SDR	SLINDER DIAMETER RATIO PIPE
SSOS	STORM SEWER INLET AND OUTFALL STRUCTURE
STRM	STORM
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TS	TOP OF STAIRS
WLE	WATERLINE EASEMENT



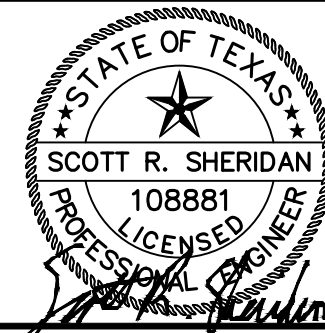
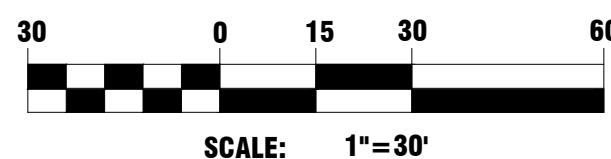
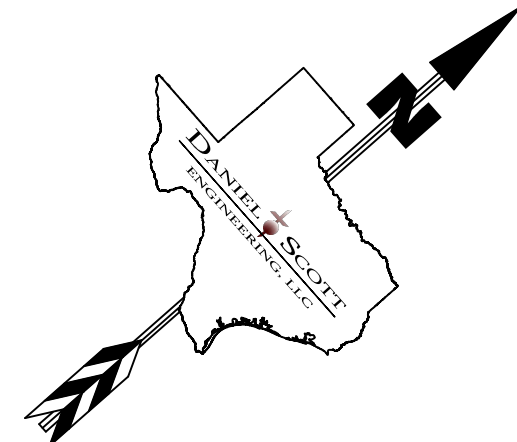
PROPOSED WHEEL STOP

PROPOSED SHRUBS - 2' 6" TALL (MINIM.)

PROPOSED PARKING LOT LIGHT

SURVEYOR:
F.M.S SURVEYING
7523 RUSSELL STREET
MANVEL, TEXAS 77578
JASON P. SHERIDAN
PHONE: (281) 519-8530
EMAIL: jps@fmssurveying.com
TBPLS FIRM # 10040400

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE 3@OUTLOOK.COM



NOVEMBER 16, 2022

THIS DOCUMENT AND RELATED DETAILS REMAIN THE PROPERTY OF DANIEL SCOTT ENGINEERING, LLC. THIS DOCUMENT IS NOT TO BE SOLD, COPIED, OR REPRODUCED WHOLE OR IN PART, WITHOUT THE CONSENT OF DANIEL SCOTT ENGINEERING, LLC.

DANIEL SCOTT
ENGINEERING, LLC

TBPE F-9827 (281) 519-8530
P.O. BOX 1549, ALVIN, TX 77512 scott@danielscottengineering.com

HIGHPOINT CHURCH
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

CIVIL SITE & LANDSCAPE PLAN



Jildardo Arias, PE, CE
Director of Engineering
City Engineer

Fred Ibarra, CFM, CI
Director of Public Works

NOTE:

This is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established by the City of Frisco. This approval is only valid for three hundred sixty-five (365) calendar days. Please note, this does not necessarily mean that all the calculations provided in the plans have been completely checked and verified. The plans submitted have been prepared, signed and sealed by a professional engineer licensed to practice engineering in the State of Texas, which conveys the engineer's responsibility and accountability.

EFFECTIVE DATE: SEPTEMBER 3, 2011

DRAWING SCALE	Project No.
HORZ: 1"=30' VERT: NA	D5E22-008
SHEET No.	Drawing No.
C4 OF C17	D5E22008-130



FRONT VIEW



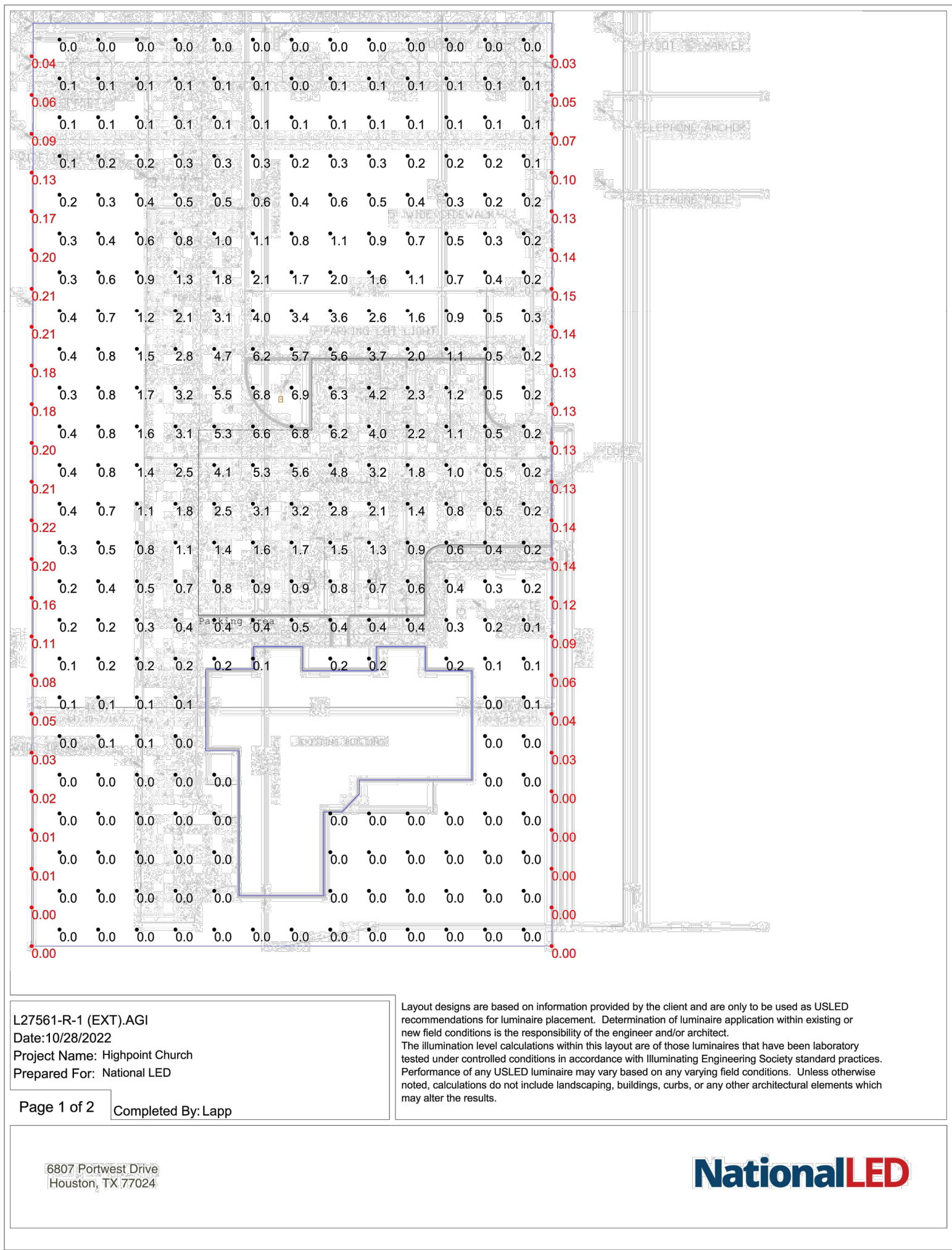
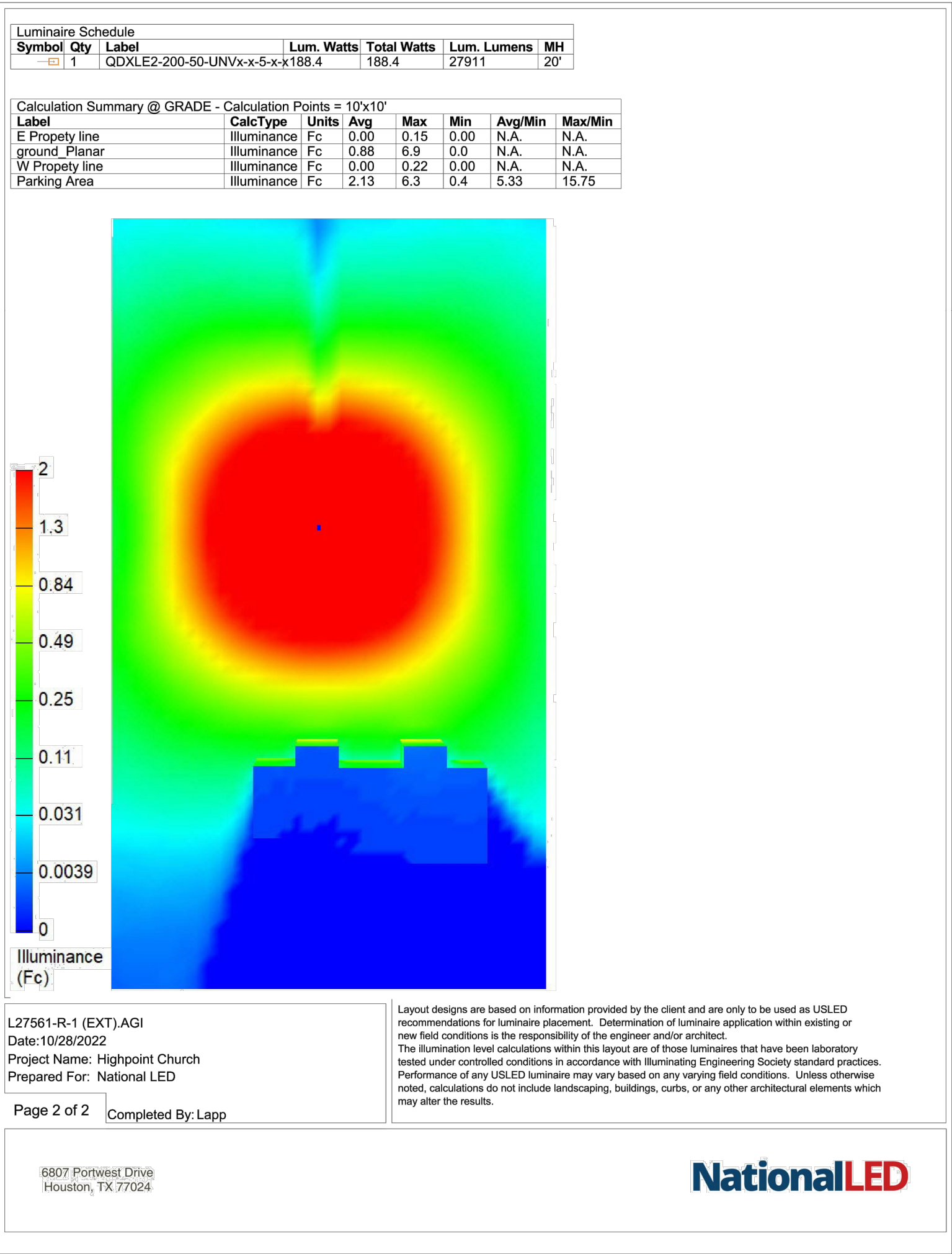
REAR VIEW



LEFT SIDE VIEW

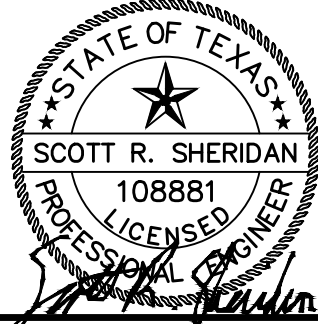


RIGHT SIDE VIEWS



SURVEYOR:
F.M.S SURVEYING
7523 RUSSELL STREET
MANVEL, TEXAS 77578
JASON P. SHERIDAN
PHONE: (281) 519-8530
EMAIL: jps@fmsurveying.com
TBPLS FIRM # 10040400

DEVELOPER:
HIGHPOINT CHURCH
JACK TEMPLEMAN
PHONE: (281) 802-2410
SPIKE_9@OUTLOOK.COM



NOVEMBER 16, 2022

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DANIEL SCOTT
ENGINEERING, LLC
TBPE F-9827
P.O. BOX 1549, ALVIN, TX 77512
(281) 519-8530
scott@danielscottengeering.com

HIGHPOINT CHURCH
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

PHOTOMETRIC PLAN AND
EXISTING BUILDING ELEVATIONS



Steven Arnes, PE, CEM
Director of Engineering
City Engineer

David Barry, CEM, CMR
Director of Public Works

NOTE: It is to certify that the above signed have reviewed all sheets provided and found them to be in general conformance with the requirements established for the City of Friendswood. This approval is only valid for three hundred sixty-five (365) calendar days. After this date, the data and calculations must be re-evaluated and approved by a professional engineer licensed to practice engineering in the State of Texas, which corrects the engineer's responsibility and accountability.

REVISION DATE: SEPTEMBER 5, 2022

DRAWING SCALE	Project No.
HORIZ. NTS VERT. NA	D5E22-008
SHEET No.	Drawing No.
A1 OF A1	D5E22008-700



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Consider making a recommendation to City Council regarding a Specific Use Permit (SUP) to allow for NAICS Use #8131 Religious Organizations (the underlying Single Family Residential (SFR) Zoning District will remain) for the property located at 1376 W. Parkwood Ave., Friendswood, Galveston County, Texas.

Action:

SUMMARY / ORIGINATING CAUSE

The request on this tract is to allow NAICS 8131 Religious Organizations with a Specific Use Permit (SUP) as an overlay on the Single Family Residential (SFR) zoning. The short term plan of HighPoint Church is to convert the existing house on the property to be occupied as administration offices for the church. They have purchased the adjacent 12 acres and their long term plan is to construct the main church building at the rear of the tract leaving commercial frontage along FM 528. More details are included in the Rezoning Report.

See attachments on public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The long term plans of the church comply with the Future Land Use Map, including their intention to change the zoning of the 300-ft depth to Community Shopping Center (CSC) along the front of FM 528 to allow for future commercial uses. Occupying the existing house is temporary until they can construct a church building.

RECOMMENDATIONS

None at this time.

ATTACHMENTS



FRIENDSWOOD PLANNING & ZONING COMMISSION

AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Conduct a public hearing regarding a request for a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning District to a Single Family Residential (SFR) Zoning District for a tract of land located on W. Edgewood Drive/FM 2351, being a 4.621 acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas.

Action: Choose an Option

SUMMARY / ORIGINATING CAUSE

The zone change request for this property is to change the zoning to Single Family Residential (SFR) from Planned Unit Development 2014-32, which was approved to allow three buildings for memory care, assisted living, and independent living of seniors.

Over the years, there have been multiple zone changes on this tract, including the following:

1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single Family Residential	2014-32
2014	Planned Unit Development	2017-12

The proposal is to develop a residential subdivision of approximately 9-12 lots. The tract has direct access to FM 2351/W Edgewood Drive and is situated between a variety of zoning districts. To the south and west are Single-Family Residential (SFR) properties. To the northeast is Mobile Home-Residential (MHR) district and a small tract zoned Community Shopping Center (CSC) to the north.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by 4.621 acres, which is not in line with the Future Land Use Map priorities, which identifies this tract developing as retail/commercial; approval of this request would require an amendment to the Future Land Use Map.

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Application_W Edgewood Dr
2. Deed_W Edgewood Dr
3. Metes and Bounds W Edgewood Dr
4. Aerial Map_W Edgewood Dr
5. Location Map_W Edgewood Dr
6. Zoning Map_W Edgewood Dr
7. FLUMap_W Edgewood Dr

8. Rezoning Report W Edgewood Dr SFR



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: (PUD) 2014-32

TYPE OF ZONE CHANGE (check one):

- ☒ Land Use Change to Zone: SFR ☐ 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: 4.6212 ACRES on FM 2351
Platted Land – Plat Name: ABST 151 S MCKSSICK SUR PT Lot: 2 (2-3) Block: 1
Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Bay Area Parrtners, LLC Phone: _____
Owner's Mailing Address: 1919 Orchard County Ln
City: Houston State: TX Zip: 77062 Fax: _____
Owner's Email Address: _____

AGENT'S NAME : Jason Ritchmond Phone: 713-545-7694
Agent's Mailing Address: 11144 Fuqua Street #1114
City: Houston State: TX Zip: 77089 Fax: _____
Agent's Email Address: Ritchmond57@yahoo.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.

Authentisign
Owner's Signature: David Flamer, Principle Bay Area Partners, LLC Date: 10/18/22
Authentisign
Agent's Signature: H. Jason Ritchmond Date: 10/18/22

Received By: <u>Becky Bennett</u>	Application Number: <u>2022-6056</u>
Date of Public Hearing: <u>12-8, 1-9-23</u>	Received Date: <u>10-31-2022</u>
Property Owner Notices: <u>11-23</u>	Newspaper Notice: <u>11-14</u>
	Sign on Property: <u>11-23</u>

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

**GENERAL WARRANTY DEED
(Cash)**

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

THAT THE UNDERSIGNED, FM 2351 DEVELOPMENT COMPANY, LLC, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto BAY ARE PARTNERS, LLC, herein referred to as "Grantee," whether one or more, the real property described on attached Exhibit "A."

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Galveston County, Texas.

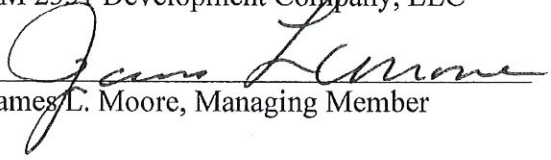
TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 14 day of June, 2017.

09-171787PG

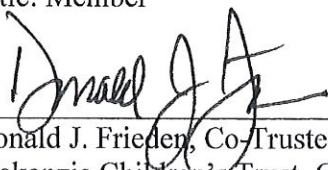
FM 2351 Development Company, LLC


James L. Moore, Managing Member

FM 2351 Development Company, LLC

By: Marshall-Makenzie I Family Limited Partnership,

Title: Member


Donald J. Frieden, Co-Trustee of Marshall
Makenzie Children's Trust, General Partner

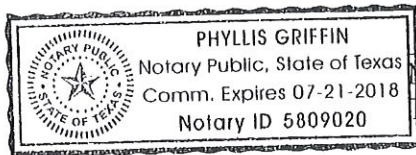
Grantee's Address:

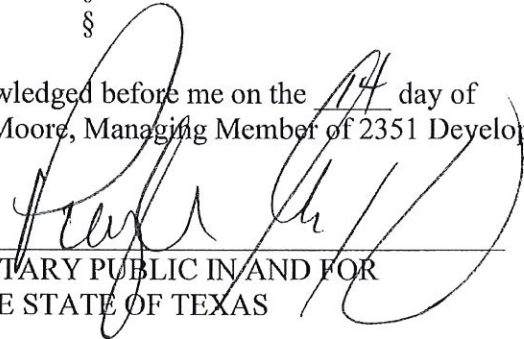
THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

The foregoing instrument was acknowledged before me on the 14 day of June, 2017, by James L. Moore, Managing Member of 2351 Development Company, LLC.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

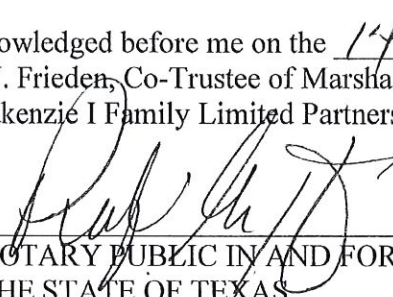
THE STATE OF TEXAS

COUNTY OF

ARRIS

§
§
§

The foregoing instrument was acknowledged before me on the 14 day of June, 2017, by Donald J. Frieden, Co-Trustee of Marshall Makenzie Children's Trust, General Partner for Marshall-Makenzie I Family Limited Partnership, Member of FM 2351 Development Company, LLC.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

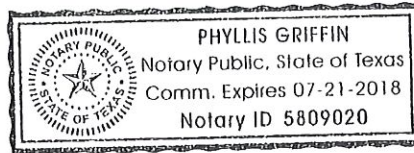


EXHIBIT "A"

A 4.6212 Acre tract of land out of Lot Two (2), in Block One (1), of FRIENDSWOOD, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, according to the map or plat thereof as recorded in Volume 238, Page 14 and in Volume 254, Page 37, transferred to Volume 254-A, Page 18 and Volume 254-A, Page 4, respectively later indexed to Plat Record 7, Map Number 20 and Plat Record 7, Map Number 21, respectively, of the Map Records of Galveston County, Texas, and being more particularly described by metes and bounds as follows-

COMMENCING at the North corner of Lot 2, in Block 1, of said FRIENDSWOOD on the center line of F.M. 2351 (called West Edgewood Drive) 100 feet wide;

THENCE South 45 degrees 00 minutes 00 seconds East, along the Northeasterly line of said Lot 2, a distance of 50 00 feet to a 1/2 inch iron rod found at the PLACE OF BEGINNING on the Southeast right-of-way line of said F M. 2351, from which bears a found 1 inch iron pipe North 89 degrees 02 minutes East - 1.8 feet,

THENCE South 45 degrees 00 minutes 00 seconds East, continuing along the Northeasterly line of said Lot 2, a distance of 610.00 feet to a 1/2 inch iron rod found for the East corner of this herein described tract of land, from which bears a 3/8 inch iron rod found North 36 degrees 37 minutes East - 1.4 feet;

THENCE South 45 degrees 00 minutes 00 seconds West, along the Northwest line of a 16.632 acre tract of land as described under Galveston County Clerk's File No. 2005046128, a distance of 330.00 feet to a 1/2 inch iron rod found at the South corner of this herein described tract of land;

THENCE North 45 degrees 00 minutes 00 seconds West, across said Lot 2, a distance of 610.00 feet a 1/2 inch iron rod found on the Southeast right-of-way line of F M. 2351, from which bears a found 3/8 inch iron rod North 45 degrees 00 minutes East - 1 7 feet,

THENCE North 45 degrees 00 minutes 00 seconds East, along the Southeast right-of-way line of F.M. 2351, a distance of 330.00 feet to the PLACE OF BEGINNING and containing 4.6212 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 2017036174

Recording Fee: 38.00

Number Of Pages: 5

Filing and Recording Date: 06/15/2017 10:29AM

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

METES AND BOUNDS DESCRIPTION
A 4.621 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1
OUT OF THE SARAH MCKISSICK SURVEY,
ABSTRACT 151, IN
GALVESTON COUNTY, TEXAS

A 4.621 ACRE TRACT OF LAND OUT OF LOT TWO (2), IN BLOCK ONE (1), OF FRIENDSWOOD, A SUBDIVISION OUT OF THE SARAH MCKISSICK SURVEY, ABSTRACT 151, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 238, PAGE 14 AND IN VOLUME 254, PAGE 37, TRANSFERRED TO VOLUME 254-A, PAGE 18 AND VOLUME 254-A, PAGE 4, RESPECTIVELY LATER INDEXED TO PLAT RECORD 7, MAP NUMBER 20 AND PLAT RECORD 7, MAP NUMBER 21, RESPECTIVELY, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS-

BEGINNING AT THE NORTH CORNER OF TRACT DESCRIBED SAID CORNER ALSO BEING THE WEST CORNER OF A TRACT CONVEY IN DEED RECORDED UNDER G.C.C.F. NO. 2016070187, ALSO BEING ON THE SOUTHEAST LINE OF SAID FRIENDSWOOD ON THE CENTER LINE OF F.M 2351 (CALLED WEST EDGEWOOD DRIVE) 100 FEET WIDE;

THENCE: S 48° 14' 47" E, ALONG THE NORTHEASTERLY LINE OF SAID TRACT DESCRIBED, ALSO BEING ON A COMMON LINE OF TRACTS CONVEY IN DEED RECORDED UNDER G.C.C.F. NO. 2016070187 AND NO. 8238860, FOR A DISTANCE OF 610.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND,

THENCE: S 41° 45' 13" W, ALONG THE COMMON LINE OF A TRACT OF LAND AS DESCRIBED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2007A-103, FOR A DISTANCE OF 330.00 FEET TO A 5/8 INCH IRON ROD SET WITH CAP STAMPED "PRIME TEXAS" AT THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE: S 48° 14' 47" E, ACROSS SAID LOT 2, A DISTANCE OF 610.00 FEET A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FRIENDSWOOD ON THE CENTER LINE OF F.M 2351 (CALLED WEST EDGEWOOD DRIVE) 100 FEET WIDE;

THENCE: N 41° 45' 13" E, ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF F.M. 2351, A DISTANCE OF 330.00 FEET TO A 5/8 IRON ROD FOUND ON THE NORTHEAST CORNER ON SAID TRACT ALSO BEING THE PLACE OF BEGINNING AND CONTAINING 4.621 ACRES OF LAND, MORE OR LESS.

A STANDARD SURVEY OF
A 4.621 ACRE TRACT OF LAND OUT OF
LOT 2, BLOCK I
FRIENDSWOOD
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN MAP NO. 20 PAGE 04
OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS

BLAIR LAND SURVEYING CO.
FIRM NUMBER 10194648



10-27-22

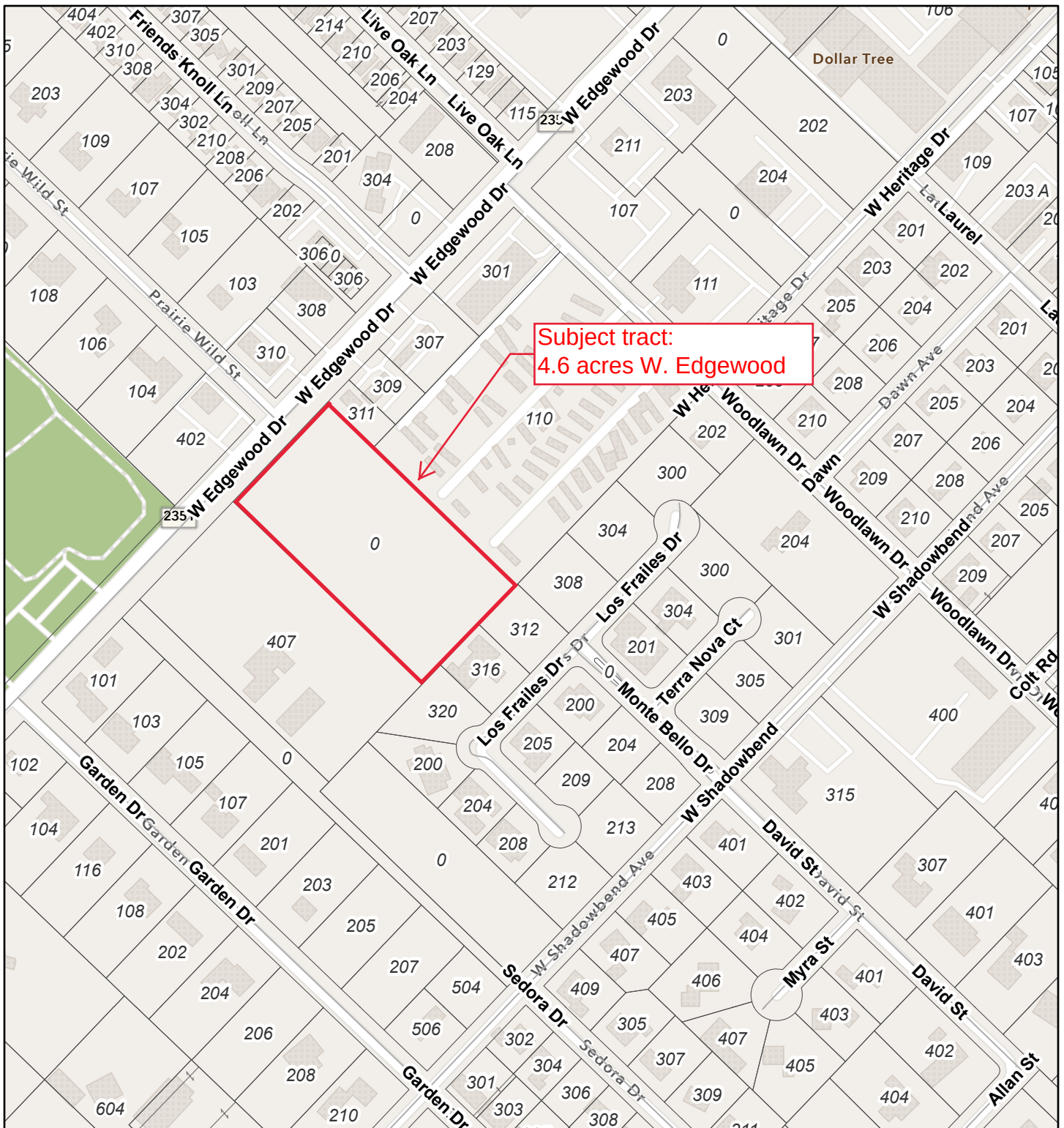
I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER
EXCEPT AS SHOWN.
MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND
AT THE TIME OF THE SURVEY. THERE ARE NO ENCROACHMENTS APPARENT
STEPHEN RODRIGUEZ R.P.L.S. No. 5325

PRIME TEXAS SURVEYS
FIRM NO. 10133000
JOB NO. 191193
OCTOBER 27, 2022

[illegible]

City of Friendswood Staff
Houston- Galveston Area Council
Page 86 of 95

Friendswood, Texas



11/10/2022, 7:45:18 AM

 City Limits

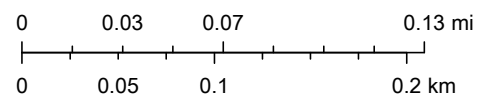
— Streets

— Galveston_County- Lot_Lines

 Parcels

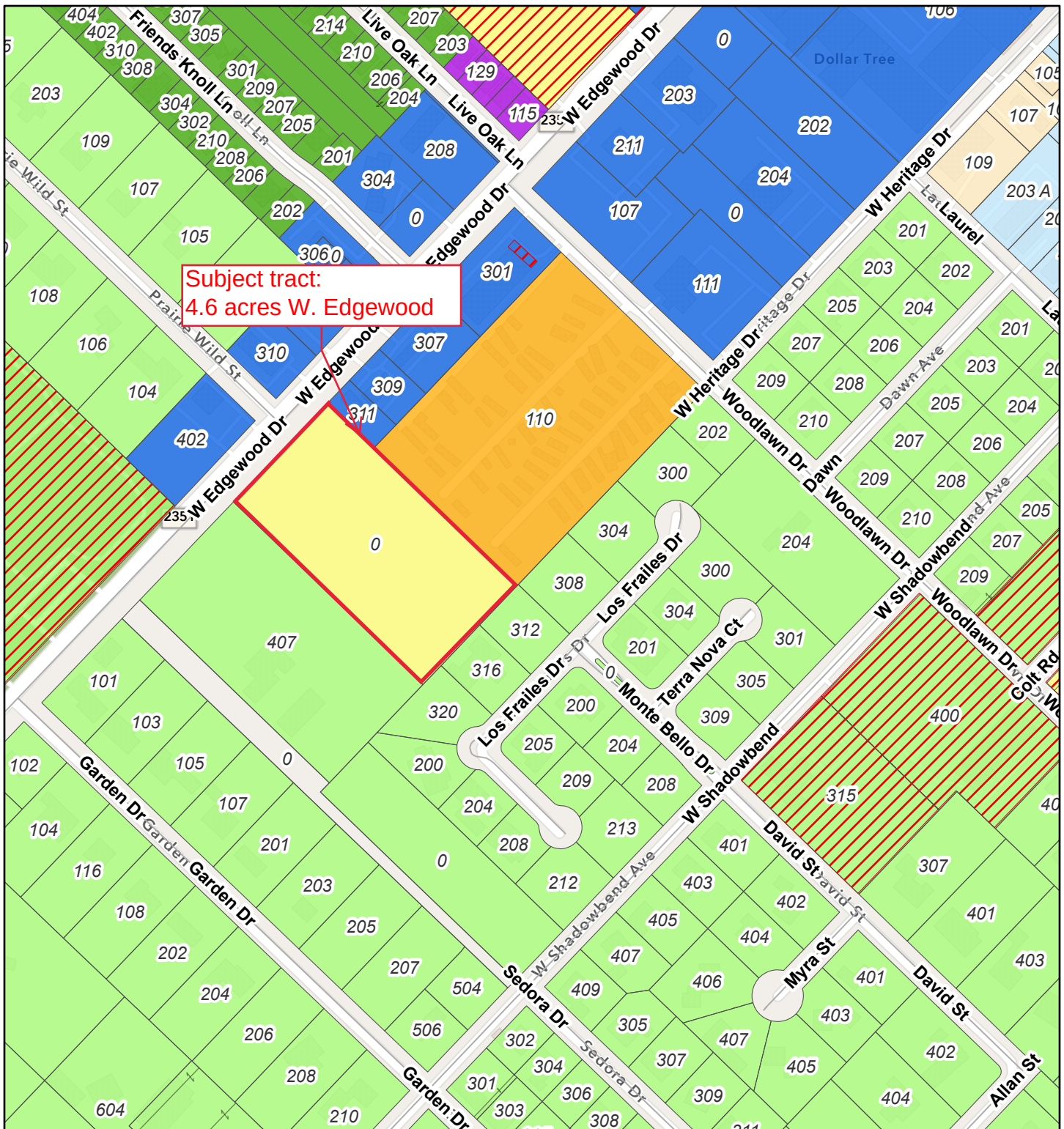
Parcels Owner Information

1:4,514



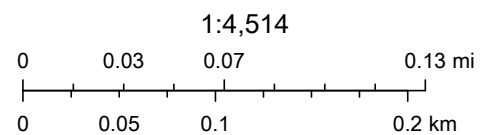
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Friendswood, Texas



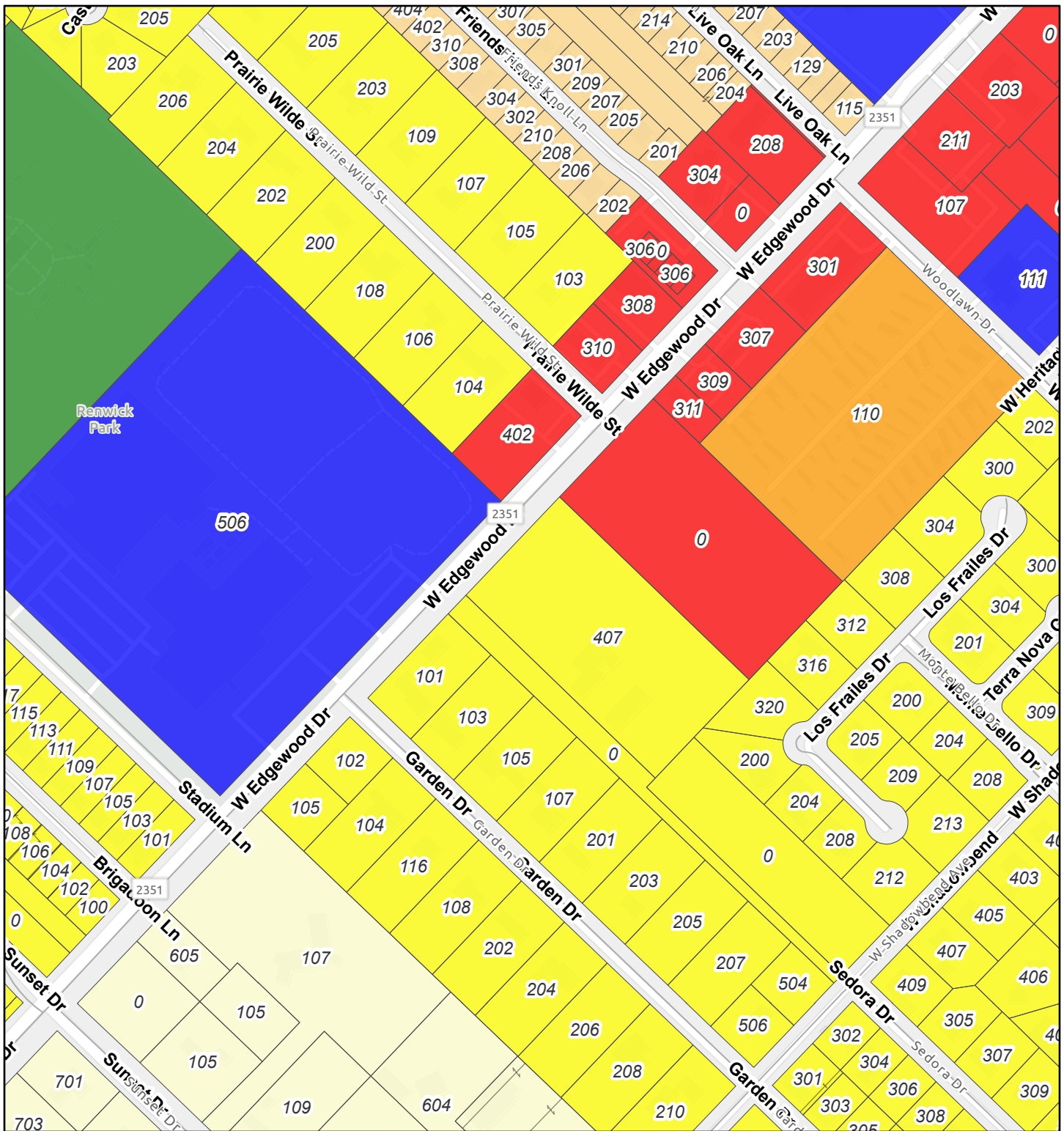
11/10/2022, 7:49:12 AM

- City Limits
- Streets
- Galveston County - Lot Lines
- Parcels
- Parcels Owner Information
- Specific Use Permits
- CSC
- DD
- LI
- GHD
- MFR-H
- MHR



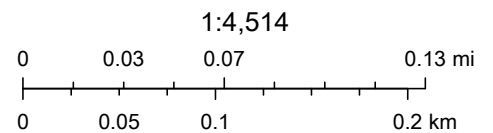
Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Friendswood, Texas



11/10/2022, 10:02:32 AM

- City Limits
- Streets
- Galveston County - Lot Lines
- Parcels
- Parcels Owner Information
- Future Land Use Adopted 2021
- SFR- Estate
- Low Density
- Garden Homes
- High Density Residential
- Retail
- Parks



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Rezoning Report

November 2022

Project: Sorento Builders

Address: 4.6 acres on West Edgewood Drive (between Garden Dr. and Woodlawn Dr.)

Legal: A 4.621 acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Galveston County, Texas, according to the map or plat thereof as recorded in Volume 238, Page 14 and in Volume 254, Page 37, transferred to Volume 254-A, Page 18 and Volume 254-A, Page 4, respectively later indexed to plat record 7, map number 20 and plat record 7, map number 21, respectively, of the map records of Galveston County, Texas.

Request: A zone classification change request to change from a Planned Unit Development (PUD) 2017-12 to Single Family Residential (SFR).

Zoning Ordinance, Appendix C

A. *SFR, residential, general purpose and description.* The SFR, Single-Family Residential Dwelling District, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.

1. Area and height regulations. Area and height regulations in an SFR district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the SFR district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an SFR district are set forth in subsection P of this section, permitted use table.

Existing Use/Site Attributes:

The site is currently undeveloped land.

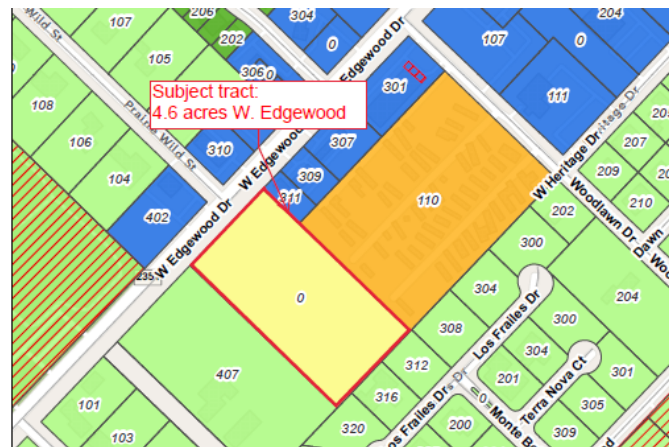


City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Planned Unit Development (PUD) 2014-32 to construct three buildings for memory care, assisted living, and independent living of seniors. Over the years, there have been multiple zone changes on this tract, including the following:

1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single Family Residential	2014-32
2014	Planned Unit Development	2017-12



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is situated between a variety of zoning districts. To the south and west are Single-Family Residential (SFR) properties. To the northeast is Mobile Home-Residential (MHR) district and a small tract zoned Community Shopping Center (CSC) to the north.

Platting Analysis:

The property will need to be platted prior to development of a residential subdivision.

Planning Analysis:

The current zoning of the Planned Unit Development (PUD 2017-12) would permit three buildings for memory care, assisted living, and senior independent living. The proposed zoning of Single Family Residential (SFR) could accommodate anywhere from one to twelve single family lots.

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

Comprehensive Planning Analysis:

The 2021 Future Land Use Map identifies the site as a “Retail” use. If the zone classification change is approved, the Future Land Use Map will also be amended.

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

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District design criteria.

Utilities:

City of Friendswood water and sewer are existing and available.

Access:

The property has existing direct access from West Edgewood Drive (FM 2351), which is a Texas Department of Transportation (TxDOT) right-of-way. Any type of improvements within the right-of-way will required TxDOT approval.

Park/Open Space:

Parkland Dedication will apply for each residential unit.



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Consider making a recommendation to City Council regarding a request for a zone classification change from Planned Unit Development (PUD) 2017-12 Zoning district to a Single Family Residential (SFR) Zoning District for a tract located on W. Edgewood Dr/FM 2351, being a 4.621-acre tract of land out of Lot Two (2), in Block One (1), of Friendswood, a subdivision out of the Sarah McKissick Survey, Abstract 151, in Friendswood, Galveston County, Texas.

Action:

SUMMARY / ORIGINATING CAUSE

The zone change request for this property is to change the zoning to Single Family Residential (SFR) from Planned Unit Development 2014-32, which was approved to allow three buildings for memory care, assisted living, and independent living of seniors.

Over the years, there have been multiple zone changes on this tract, including the following:

1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single Family Residential	2014-32
2014	Planned Unit Development	2017-12

The proposal is to develop a residential subdivision of approximately 9-12 lots. The tract has direct access to FM 2351/W Edgewood Drive and is situated between a variety of zoning districts. To the south and west are Single-Family Residential (SFR) properties. To the northeast is Mobile Home-Residential (MHR) district and a small tract zoned Community Shopping Center (CSC) to the north.

See attachments on public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change would reduce the commercial zoning acreage by 4.621 acres, which is not in line with the Future Land Use Map priorities, which identifies this tract developing as retail/commercial; approval of this request would require an amendment to the Future Land Use Map.

RECOMMENDATIONS

None at this time.

ATTACHMENTS



FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Meeting Date: December 8, 2022

Subject: Receive the November 2022 DRC Report from staff, updates of City Council actions and ordinance considerations, and updates of Galveston County Consolidated Drainage District (GCCDD) actions.

Action:

SUMMARY / ORIGINATING CAUSE

DRC Report is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. November 2022 DRC Report

Memo

To: Planning & Zoning Commission
 From: Aubrey Harbin, Director of Community Development/Planner
 Date: November 28, 2022
 Re: DRC Report

The following DRC Meetings were held in November 2022.

Project	Current Zoning	Zone Change Required? Y/N	Issues discussed	Location
FM 528/Sunmeadow Blvd. 9.8 acres to develop as commercial with gas station and strip centers	SFR	Yes	☒ Zone change ☒ Meets Future Land Use Map ☒ Plat required (to subdivide) ☐ Eligible for Certificate of Platting Exemption ☒ Site plan approval ☒ Community Overlay District ☐ Downtown District ☒ Water Available ☒ Sewer Available ☒ On-site detention required ☐ Eligible for regional detention; make request to GCCDD ☐ High hazard flood zone(s) ☐ Pipelines and abandoned oil wells ☒ TxDOT Permits required Misc Notes: 5-foot sidewalk required along FM 528; 4-foot sidewalk required along side streets; 300 foot buffer from school property line required to sell or serve alcohol	