STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
NOVEMBER 4, 2019

AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, NOVEMBER 4, 2019, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

6 PM – REGULAR MEETING

1. **Call to order**

2. **Invocation – Pastor Bobby Kirkpatrick, Friendswood Friends Church**

3. **Pledge of Allegiance to the United States and Texas Flags – Maaike Damman and Rebecca Ulcyznski with American Heritage Girls TX 1835**
   (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

4. **Communications from the Public**
   (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

5. **WORK SESSION**
   A. **Park Fees**

6. **Public Hearing**
   To receive comments from the public, both oral and written, regarding:

A. **Zone classification change request for 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Friendswood, Galveston County, Texas, along the future Friendswood Lakes Boulevard, to change from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)**

7. **Communications from the Public**

   (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

8. **City Manager's Report**

   A. **Bay Area Heart Walk**

   B. **Fall Haul Reminder**

   C. **Veteran's Day Luncheon**

   D. **Flap Jack Fun Run**

   E. **Blue Santa Softball Tournament**

   F. **Library Food Drive**

   G. **Texas Department of Transportation (TXDOT) Roadways**

   H. **Hurricane Harvey Update**

9. **Communications from Committees and Special Reports**

   A. **Annual Report from Senior Citizens Advisory Committee Chair Nancy Mastrofrancesco**

   B. **Annual Report from the Historical Society given by David Smith**

10. **Discussion and Possible Action**

    A. **Discussion and possible action regarding approving a contract with Friendswood Historical Society in the amount of $15,000 for the maintenance and preservation of historical sites in the City and authorizing the Mayor to execute the contract.**

    B. **Discussion and possible action regarding adopting the updated Appointment Policy.**

    C. **Discussion and possible action regarding an amendment to the interlocal agreement between Galveston County and the City of Friendswood for the 2017 Road Bonds.**

11. Resolutions

Consideration and possible action regarding the following:

A. Resolution No. R2019-33: A resolution of the City of Friendswood to support the Galveston Bay Estuary Program's *The Galveston Bay Plan, 2nd Edition, The Comprehensive Conservation and Management Plan for the Galveston Bay Ecosystem*.

B. Resolution No. R2019-34: A resolution of the City Council of the City of Friendswood, Texas, approving a contractual agreement for dispatching services between Windsor EMS, Inc. and the City of Friendswood; authorizing the Mayor to execute, and the City Secretary to attest, the agreement.

12. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2019-37: (Title: Second and Final reading of an ordinance amending the zoning classification for a tract or parcel containing 156.4717 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 156.4717 acres of land along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts: 1)96.944 acres in the Mary Fabreau survey, abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and 2)59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

B. Ordinance No. T2019-41: (Title: First reading of an ordinance amending Sec. 30-84 and Sec. 30-118 of the Code of Ordinances pertaining to the International Fire Code and Life Safety Code, respectively) An ordinance amending the Code of Ordinances, Chapter 30, Fire Protection and Prevention, by amending Section 30-84 entitled "International Fire Code Adopted; Amendments" and amending Section 30-118 entitled "Life Safety Code Adopted"; providing for severability and an effective date.

C. **Ordinance No. T2019-42: (First reading of an ordinance amending the zoning classification for a tract or parcel containing 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard, as more fully described herein, to change Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard; amending the zone classification from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.**

D. **Ordinance No. T2019-43: (Title: First reading of an ordinance amending Chapter 86, "Utilities" of the Code of Ordinances of the City of Friendswood by amending Sections 86-30 through 86-34, amending the Water Conservation Plan; and providing other matters relating to the subject) An ordinance of the City of Friendswood amending Chapter 86, Utilities, Sections 86-30 through 86-34; amending the Water Conservation Plan for the City of Friendswood to promote responsible use of water; providing a severability clause; providing a penalty for each day of violation of any provision hereof; providing for the disconnection of water service for noncompliance with the provision of Water Conservation Plan; and providing an effective date.**

E. **Ordinance No. T2019-44: (Title: First reading of an ordinance adopting the 2018 versions of the International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code and International Residential Code for One- and Two- Family Dwellings including appendices as noted, and adopting the 2017 version of the National Electrical Code, adopting local amendments, and clarifying the establishment of the Construction Board of Adjustment and Appeals) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Chapter 14, Building and Building Regulations by adopting the 2018 International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code and International Residential Code for one- and two- family dwellings including appendices as noted, and adopting the 2017 version of the National Electrical Code, adopting local amendments, and clarifying the establishment of the Construction Board of Adjustment and Appeals; providing for severability and an effective date.**

13. Communications from the Mayor and Councilmembers

14. Consent Agenda

Consideration and possible action regarding the following:

- **A. Disposal of a Police Department vehicle**
- **B. Accepting the September 2019 Property Tax Report**
- **C. Ratifying the Mayor's signature on an agreement with Windsor EMS for Dispatching Services**
- **D. Authorizing the Mayor to call a Regular Meeting of the City Council on November 18, 2019, to canvass the November 5, 2019, Special Bond Election results**
- **E. Minutes of the September 9, September 23, September 30, and October 7, 2019, Council Meetings**

15. Adjournment

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

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

_____

DATE

_____

AT TIME

_____

MELINDA WELSH, TRMC
CITY SECRETARY

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Park Fees

Originating Department: Parks and Recreation

Degree of importance: Significant
It's important that we establish a fee structure that is not only fair for the rental groups but also a fee structure that covers operation and maintenance cost. In the past, we've had groups damage the park but the deposit collected was not nearly enough to cover those damages. Current budget does not allow for covering unexpected or unplanned expenditures caused by Special Event rental groups.

SUMMARY / ORIGINATING CAUSE

Discussion with Mayor and Council regarding adjusting the fees and refundable deposits for large Special Events held at City Parks. The current fee structure is too low causing an influx in request to rent parks (Stevenson Park). Both commercial and nonprofit groups are currently renting the park at rates that are established for small family gatherings.

Through a PowerPoint Presentation staff will show the current fee structure, examples of area Municipalities fee structure, proposed fee structure along with requiring rental groups to provide additional insurance (event insurance) riders to cover property and structural damages to facilities.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As stated earlier, it is important to establish the right fee structure so that in the event of facility damage, the city is not on the hook for covering said damages. Currently, our TML insurance policy calls for a $2,500 deductible per facility in the event we utilize our insurance to cover damages.

RECOMMENDATIONS

Questions, Comments and or Suggestions.

ATTACHMENTS

1. Special Event Permit Application

City of Friendswood Parks & Recreation Department
910 S. Friendswood Dr., Friendswood, TX 77546
281-996-3220 / rec@friendswood.com / www.friendswood.com

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Parks & Rec Dept. to discuss the application in detail for first time applicants. Please call (281) 996-3220 to make arrangements.

Reservations can be made 12 months in advance for any public event, special event or company picnic.
Set-Up Date:_____ Start time:_____ End Time:_____

Event Date(s):_____ Start time:_____ End Time:_____

Event Date(s):_____ Start time:_____ End Time:_____
(Two-day event) / add additional line for 3+ day event

Break-down Date:_____ Start time:_____ End Time:_____

Park Requested:_____

Facility/Facilities Requested:_____

_____
including but not limited to: pavilions, gazebos, sports fields, amphitheater, restrooms, etc.

Type of event Mark all that apply: _____ Fair/Festival _____ Concert _____ Tournament _____ Fundraiser _____ Company Picnic _____ Race/Fun Run

_____ Other:_____

Estimated # attending event:_____ (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary):_____

_____

_____

Event Name:_____

Name of Applicant:_____ (Photo ID req. / age 21+)

Company Name (if applicable):_____

Individual/Tax-Exempt, For-Profit or Commercial:_____
(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing address:_____ City:_____

State:_____ Zip:_____ Email address:_____

Cell Phone ( )_____ Other Phone ( )_____

Day of Event Contact Name:_____ Phone ( )_____

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s). _____ YES _____ NO

Will gate, admission or registration fees be charged? _____ YES _____ NO
If yes, attach a list of proposed fees and their purpose

How will the event be promoted? _____ TV Ads _____ Social Media _____ Radio _____ Flyers/posters _____ Billboards _____Internet
Separate permit needed for signs _____ Signs _____ Other_____

Event website:_____

Event Location Layout - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

Event Size: _____ # of Participants _____# of Staff/Volunteers

_____ # of Spectators _____ **Total Number of Attendees**

Event History: Is this a first time event? _____ YES _____ NO

Is this an Annual Event? _____ YES _____ NO

How many years in existence? _____ YEARS

Previous Name(s) of Event: _____

If your previous year's application is on file, are there any changes from the previous year?

List: _____

_____

Activities and Entertainment - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

Structures - Please check all structural elements that apply.

_____ Tent(s) _____ Booth(s) _____ Table(s) _____ Chair(s) _____ Stage(s)

_____ Fencing _____ Light Tower(s) _____ Generator(s) _____ RV(s) ____ Amusements

_____ Other(s), please list:_____

Event Parking - What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application. An event parking map will need to be submitted with this application.

Event Participant Parking Area (vendors, staff, volunteers, media):_____

_____

Event Attendees Parking Area_____

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

_____

_____

Street/Lane Closures: Are you requesting any street/lane closures? ___ YES____ NO

Please list any street/lane closures you are requesting and attach a map:

_____

_____

***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Any event exceeding 500 in attendance may require portable toilets.

_____ # of Regular _____# of ADA

When will they be delivered?_____
*For multi-day events, servicing of port-a-lets is required!

Food/Beverages: Please indicate all food/beverage elements that apply:

_____ Sale of food/beverages _____ Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

_____ Distribution of Alcoholic beverages (The sale of alcohol is not permitted)

You must obtain a TABC Permit for the distribution of alcoholic beverages and will need permission from the City of Friendswood Parks & Recreation Department To obtain your permit, if required.

Please state your alcohol control plan, such as limits, enforcement, shuttle services, etc.

_____

_____

_____

First Aid Plan: Will you have a first aid station on-site? _____ YES _____ NO

What are your plans for a minor/major emergency? _____

_____

_____

Does your event layout provide for emergency vehicle access? _____YES _____NO

Utilities

Will you need electricity? _____YES _____NO (see page 7, item #14)

Electricity for:_____

Will you need access to water? _____YES _____NO

Water for:_____

Inclement Weather Plan:

What are your plans in case of inclement weather? _____

_____

_____

Event Notification: The applicant understands that they may be required to serve notices to residents and/or businesses in the area where the event will be held and furnish proof to the Department. Notices should include event date, times, and details.

Security:
The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the attendees and park property. The City of Friendswood Police Department will determine how many officers will be necessary for

Insurance Requirements:

Public liability and property damage insurance is required for all athletic user groups, special event permit applicants, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below…..acts or omissions of the vendor. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor must at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00);
- For damage to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- Alcohol - If alcoholic beverages are served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:
The Certificate Holder is: City of Friendswood, 910 S. Friendswood Dr., Friendswood, TX 77546

Additional Insured Required:
The City of Friendswood must be named as additional insured on policies listed in subparagraphs above and must be notified of any changes to the policy(ies).

General Requirements:

- Insurance is to be placed with insurers having a best rating of no less than A.
- The vendor must furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The City reserves the right to pursue other remedies permitted by law or in equity.
- In no event must the City be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

Indemnification

Vendor agrees to indemnify, defend and hold harmless CITY, its officers, officials, agents, and employees from any claim, loss, damage, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to, or death of any person, or for damage to any personal or real property, arising out of, or in conjunction with the Vendor's event, or any act or omission of Vendor, its officers, employees, agents, or subcontractors during the conduct of Vendor's event.

Park Attendants:

Any large event with 75 or more people must secure the services of at least two City of Friendswood Park Attendants to ensure the integrity of the reserved park is upheld.

- Park Attendants must be scheduled at least two weeks prior to any large event.
- Changes, or event cancellations must be made 48 hours prior to scheduled event. Changes made within 48 hours will be subject to fees paid to Park Attendants.
- At the beginning of the event, the permit holder primary contact and the Park Attendants will meet to sign Special Event Permit.
- Each Park Attendant will be compensated by Applicant/Permit Holder for any and all services provided at the event.
- Park Attendants must be paid cash upon arrival for special event.
- Any additional hours needed must be agreed upon between permit holder and Park Attendants.
- Park Attendants are only responsible for the duties assigned on this agreement.

Park Attendants Responsibilities:

- Cleaning/pick up of trash on park grounds.
- Empty all garbage cans, dispose of bags in dumpsters and refill with new bags.
- Clean and restock all restrooms.
- Make minor repairs to toilets/sinks and park equipment to ensure good working condition.
- Enforce park policies as necessary.

Park Attendant Fees:

- $25 per hour per park attendant during permit contract hours
- $30 per hour per park attendant outside of permit contract hours
- $35 per hour per park attendant during Holiday weekends

Special Event Permit Fees:

Fees for these permits are based on the number of people projected to be attending the event and whether or not gate/admission or registration fees are charged. Depending on the site, parks may include outdoor picnic shelters, outdoor pavilions and other outdoor amenities. Special Event Applications must be submitted at least 90 calendar days in advance of the event date and are made on a first-come, first serve basis.

Attendance	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Less than 250	$150	$250	$600
250-500 persons	$250	$500	$600
501-1,000 persons	$350	$700	$1,000
1,001-3,000 persons	$400	$800	$2,500
3,001 or more	$500	$1,000	$2,500

SPECIAL EVENT CONTRACT RULES: The undersigned applies for a special event permit and agrees to the regulations listed below as established by the City of Friendswood Parks & Recreation Department.

1. Please have your Permit in possession during your use of the permitted facility.

2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the Parks & Recreation Director.

3. No motorized vehicles may be driven upon or parked on grass areas or sidewalks unless approved in the layout.

4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 30-calendar days in advance. Failure to comply with these deadlines will result in the forfeiture of user fees. Cancellations may be charged a $30 administrative fee.

5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.

6. The Permit Holder must leave all facilities in good or better condition that existed before the event. Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility are left. If the facility is damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Permit Holders are responsible for damage to any furniture, equipment, and building along with the surrounding grounds. Deposits must be made when the reservation is made and will be deposited. Following the event, a refund will be issued to the permit holder approximately 14-30 days after the conclusion of the event (if applicable).

7. Recognized Holidays & Other Unavailable Dates: City holidays are: New Years Day, Good Friday, Easter Sunday, President's Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the City's Holiday schedule. City Holidays are subject to change. Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $35.00 per hour.

8. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to park structures or amenities. Rice, birdseed, confetti, silly string, piñatas and glitter are not allowed.

9. No glass containers are allowed.

10. Please note that should the City need to utilize the park for any reason, Applicant will be given notice at the earliest opportunity and User Fees will be refunded.

11. The completed "Public Event/Special Event Permit Application" must be submitted to the Parks & Rec Office at a minimum of 90 calendar days in advance but not more than two years in advance. Deposit payments are due at the time the reservation is made. The Applicant will be required to pay 100% of all Special Event Permit Fees, thirty (30) calendar days prior to the event date. Gate fee applicants must pay required fees at the conclusion of their event.

12. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City that the event is held in.

13. Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. Special event reservations can be made up to 24 months in advance.

SPECIAL EVENT CONTRACT RULES - Continued

14. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. Total amperage required by the applicant may not exceed safe capacity of existing park service.

15. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the park's water supply may be made without prior approval.

16. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

17. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

18. All Reservation Application Forms must include a valid telephone number, email address, cell phone number. Facility and/or User Reservation Fees are to be paid by Cash, Personal Check, Cashier's Check, Money Order, or by credit card (Visa, MasterCard, Discover, etc.) made payable to the City of Friendswood. A convenience fee of 2.5% will be assessed on all debit card and credit card transactions.

19. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

20. The Permittee may use, for the event, any electrical outlets that currently exist at the site. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

21. Any misrepresentation of the signed special event application or failure to meet the requirements set forth herein will result in retention of the deposit fee.

22. Following the conclusion of the Event, if the Facility, or Grounds is damaged, the Permittee agrees, as a condition of the issuance of the Permit to pay such charges as are assessed by the Department. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be resolved through negotiation, then the City and Permitee agree to submit the dispute to mediation. In the event that the City or Permitee desire to mediate any dispute, that party must notify the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the written notice of the dispute and the request to mediate, the parties must attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may file a lawsuit in Galveston County, Texas.

_____
Applicant's Name

_____ _____
Applicant's Signature Date

Checklist / Notes:
For Office Staff Only:

Staff Initials:_____
Permit #:_____
Receipt Attached _____
Initial Meeting Date:_____
On-Site Meeting Date:_____

Routed to other Departments:
_____ Parks Dept. _____ Galveston County _____ Police Dept. _____EMS ____ Director

Rental Supervisor Checklist

- Event Layout:_____
- Event Parking Map:_____
- Copy of Event Flyer ____
- Handicap Parking _____
- Activity & Structures Listing:_____
- Insurance:_____
- TABC Permit:_____
- Sound Permit:_____
- Security Scheduled:_____
- Park Attendants Scheduled_____
- Street Closure Map:_____

Rental Supervisor Signature:_____ Date:_____

NOTES/SPECIAL REQUESTS:

_____

_____

_____

_____

_____

_____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 9/17/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Zone classification change request for 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Friendswood, Galveston County, Texas, along the future Friendswood Lakes Boulevard, to change from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations
C1. MFR-GHD, garden home residential, general purpose and description. The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

(1) May have limited area suitable for residential development due to geographical limitations;

(2) Have portions of the property subject to flooding; or

(3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

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

garages.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

The Planning and Zoning Commission voted 3-3 (Commissioners Matranga, Sasson and Perry opposed; Guenther was absent), following the public hearing held at the regular meeting on Thursday, October 17, 2019, providing for a negative recommendation. See recommendation memo for more details.

ATTACHMENTS

1. Sterling Creek Zone Change Application
2. Sterling Creek Deed
3. Sterling Creek Metes & Bounds
4. Sterling Creek Aerial Map
5. Sterling Creek Location Map
6. Sterling Creek Zoning Map
7. Sterling Creek GHD Rezoning Report
8. Residental REGULATION MATRIX
9. Other GHD Zoning within City
10. Master Plat-SM
11. PZ Rec Memo Zone Change Sterling Creek GHD 10-24-19

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

- ■ Land Use Change to Zone: MFR-GHD
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: _____

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 770 South Post Oak Lane

City: Houston State: TX Zip: 77056 Fax _____

Owner's Email Address: NA

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

Agent's Mailing Address: PO Box 1549

City: Alvin State: TX Zip: 77512 Fax _____

Agent's Email Address: scott@danielscottengineering.com

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

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

Owner's Signature _____ Date: 6-6-19

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

Received By: BSummers	Application Number: PLAN-2019-0036
Date of Public Hearing: 10/10 → 10/17 + 11/4	Received Date: 8-27-19
Property Owner Notices: 9-27-19	Newspaper Notice: 9-16-19
	Sign on Property: 9-27-19

GFW /873-10-1065
American Title Co.
349 E Parkwood 281-996-8839
Friendswood, TX 77546

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

17 PGS

2010059686

SPECIAL WARRANTY DEED

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

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

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

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

This Deed is subject to the following terms and provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

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

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

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

MADELINE J. SCHUMAKER
Notary Public,
State of Texas
Comm. Exp. 03-31-1

_____
Notary Public

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

MADELINE J SCHUMAKER
Notary Public,
State of Texas
Comm. Exp. 03-31-13

_____
Notary Public

HOU 3059373 5

GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company
By _____
Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

(Seal and Expiration Date)

PAULINE JOHNSON
My Commission Expires
December 14, 2012

Pauline Johnson
Notary Public

RETURN TO

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

LIST OF EXHIBITS·

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

HOU 3059373 5

EXHIBIT A

Property Description

TRACT "A"

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

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

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

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

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

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

HOU 3059373 5

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a ½ inch iron rod found at the Easterly corner of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

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

TRACT"B"

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

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

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

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

THENCE S00 deg,-33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

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

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

HOU 3059373 5

EXHIBIT B

Permitted Encumbrances

As to Tract A

1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682

5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

7 All those certain buffers, utility, drainage, water line(s), etc , easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas

9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No 9510390

10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391

3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

1 Subject to the zoning ordinances now in force in the city of any governing municipality

2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

a Rights or claims, if any of fence(s) traversing the utility easement(s)

b Genesis pipeline markers across Tract 1 that lies within the roadway

c Overhead electric, towers and guy anchors affecting Tract 1

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010059686

December 01, 2010 01 41 12 PM

FEE $76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS

PRO-SURV

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

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

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

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

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

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

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

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

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

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

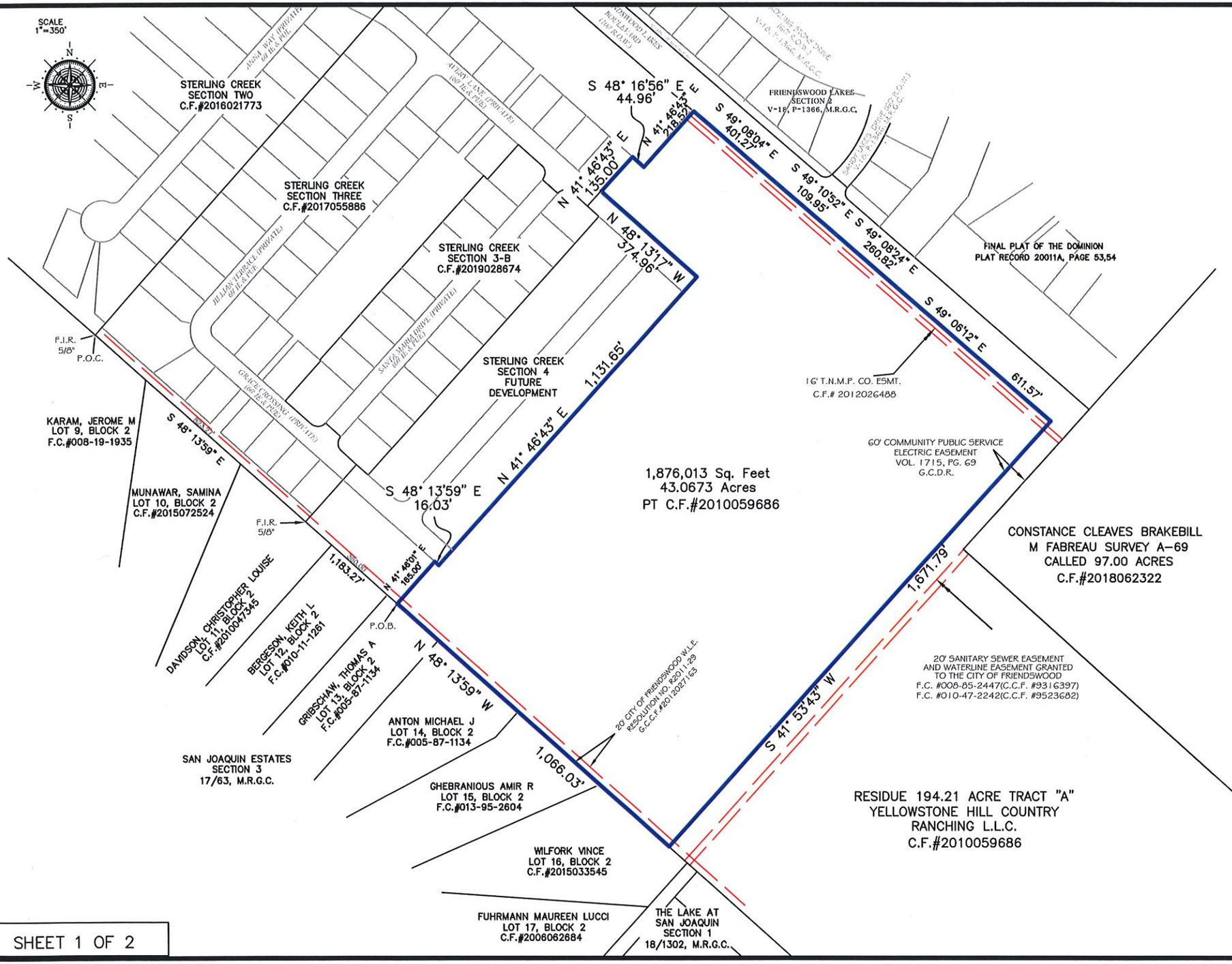
THENCE SOUTH 48°16'56" EAST, ALONG THE COMMON LINE OF SAID SUBDIVISIONS A DISTANCE OF 44.96 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID RESERVE "A";

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

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SAID SOUTHWEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES
1. SOUTH 49°08'04" EAST, A DISTANCE OF 401.27 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
2. SOUTH 49°10'52" EAST, A DISTANCE OF 109.95 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
3. SOUTH 49°08'24" EAST, A DISTANCE OF 260.82 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
4. SOUTH 49°06'12" EAST, A DISTANCE OF 611.51 FEET TO A 5/8 INCH CAPPED IRON ROD SET CORNER

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

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



SHEET 1 OF 2

THIS SKETCH IS INCORPORATED BY REFERENCE AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 43.0673 ACRES (1,876,013 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 43.0673 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STERLING CREEK
PHASE FOUR

DATE 07/10/2019

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

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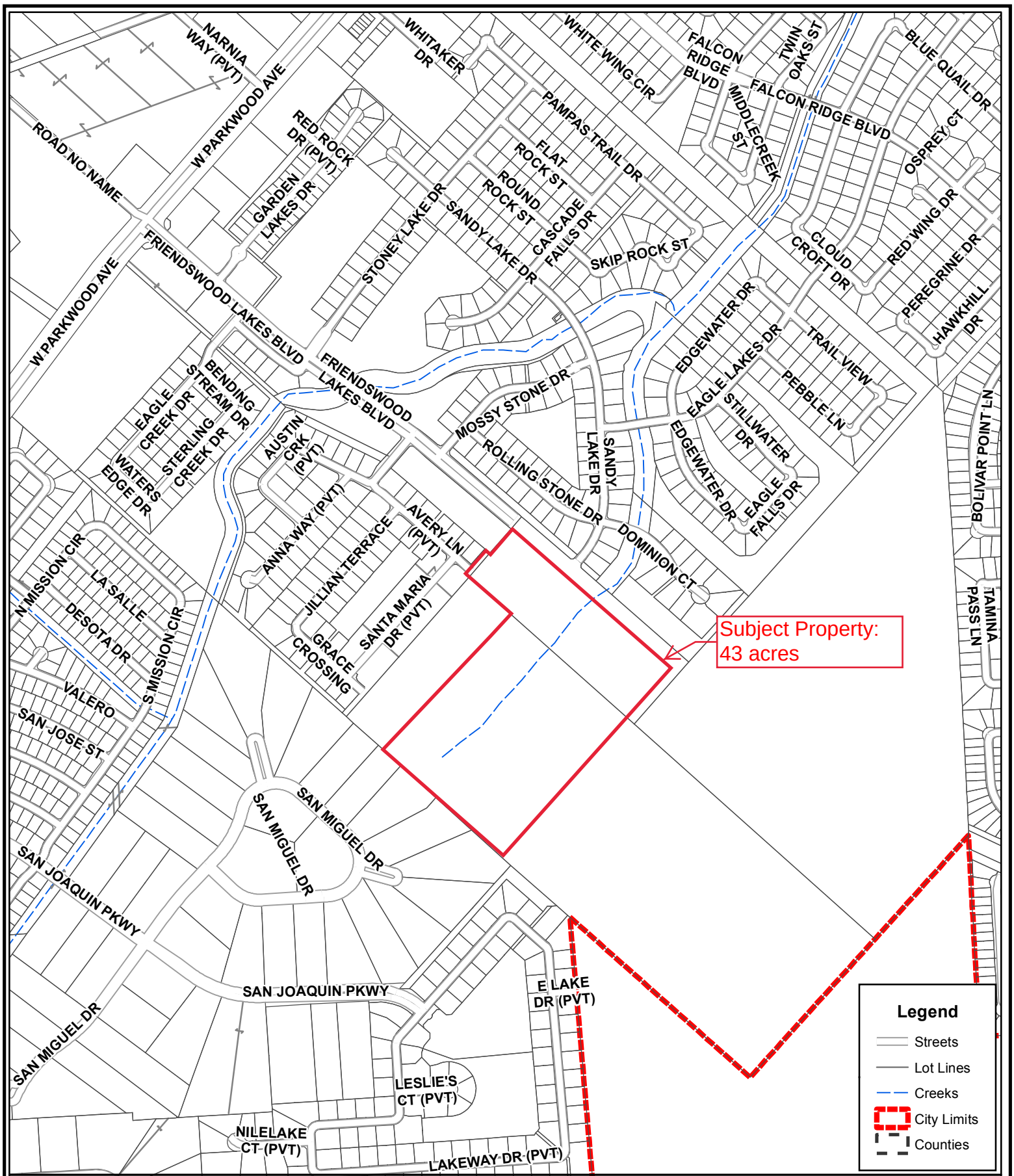
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping

1 " = 410 '



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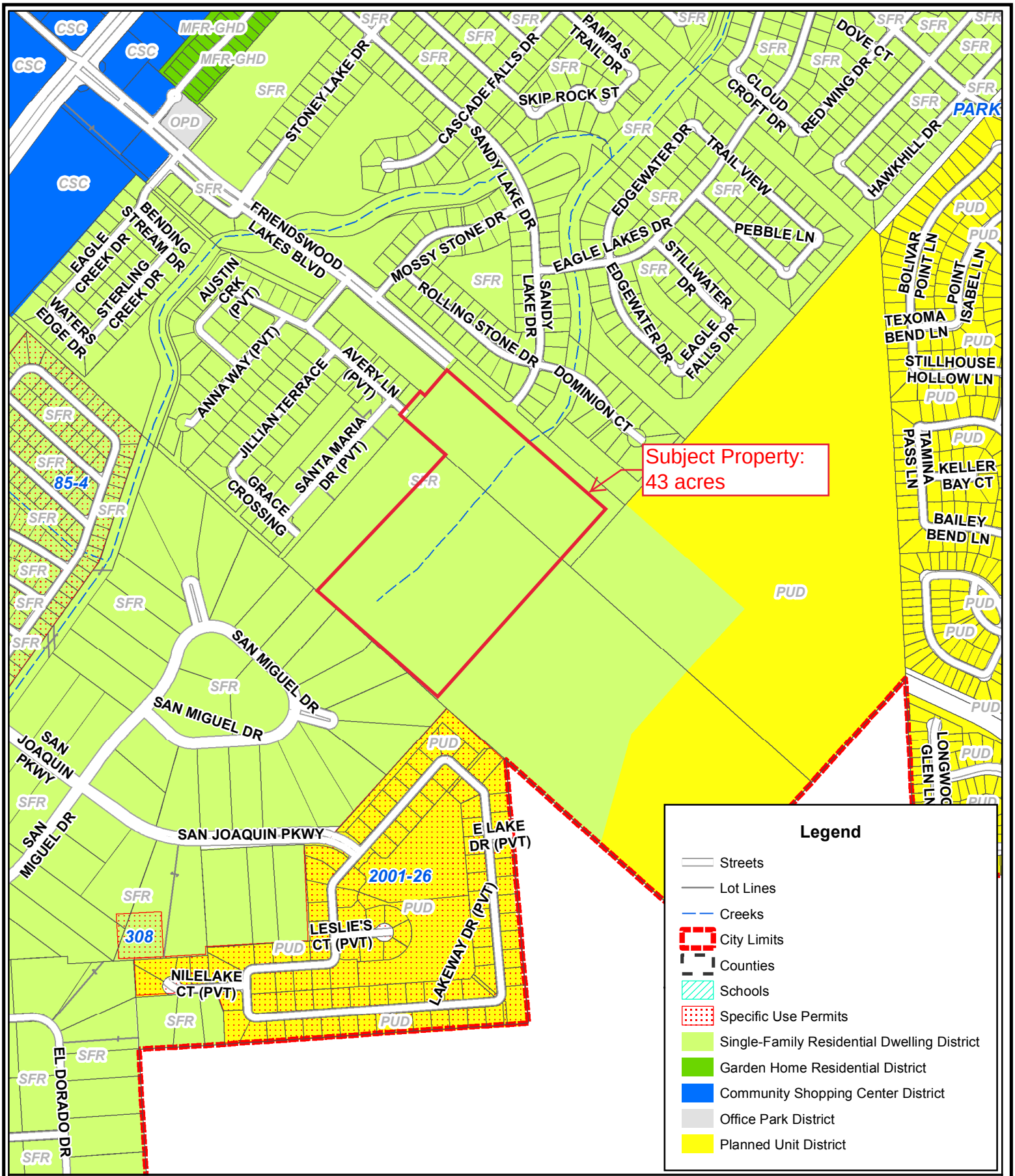
Friendswood GIS Mapping

1 " = 821 '



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Friendswood GIS Mapping

1 " = 821 '

Rezoning Report

September 2019

Project: **Zone Change**

Address: **43.0673 acres along the future Friendswood Lakes Boulevard**

Legal: **43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas. Said 194.21 acre tract of land being out of and a part of lots 1-3, 13-16 and 19-20 of the David Fahey Subdivision and also being out of and a part of lot 4 of the Burgess Subdivision**

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

Applicable Zoning Ordinance Excerpts

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations

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

(1) May have limited area suitable for residential development due to geographical limitations;

(2) Have portions of the property subject to flooding; or

(3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

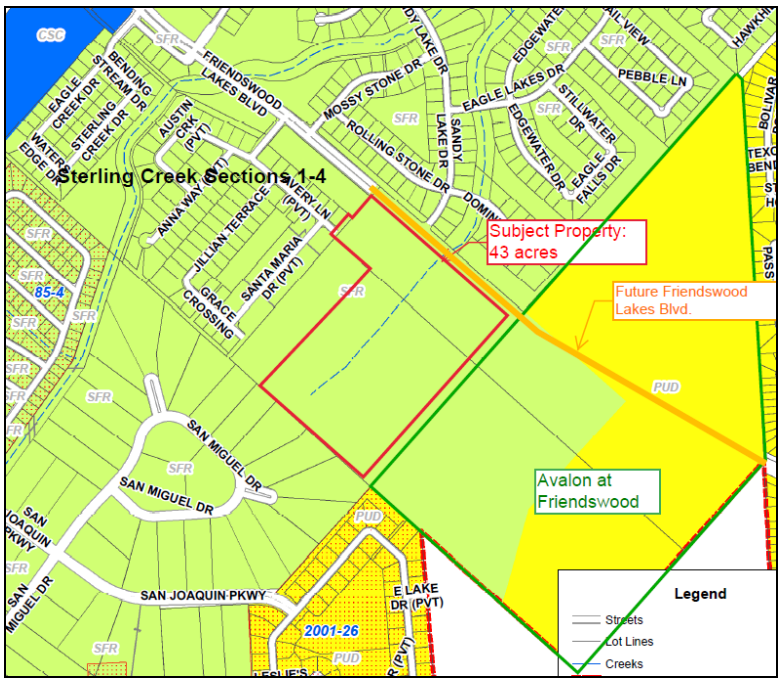
The interior living area of the first floor of any two-story residential structure in MFR-GHD shall contain not less than 60 percent of the structure's total living area, and not more than 40 percent of the structure's total living area shall be contained on the second floor, excluding open decks, porches,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

Existing Use/Site Attributes:
The subject property is 43.0673 acres of undeveloped land.

City of Friendswood GIS Aerial Map

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

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



City of Friendswood Zoning Map

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

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

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

Comprehensive Planning Analysis:
The Future Land Use Map identifies this property developing as Low Density Residential.

<u>Infrastructure/Service Delivery Impacts</u>

Storm Water Management and Floodplain Issues:
The property will be required to provide on-site detention.

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

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

Park/Open Space:
Park Dedication Fees of $600 per lot will be due at the time of Building Permit Issuance.

REGULATION MATRIX - RESIDENTIAL DISTRICTS

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

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

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

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

B.Thirty-five feet on thoroughfares.

C.Twenty-five feet on thoroughfares.

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

E.Ten foot minimum separation between buildings.

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

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

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

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

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

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

3.

Area and height exceptions.

a.

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

b.

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

1.

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

a.

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

b.

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

2.

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

3.

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

c.

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

d.

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

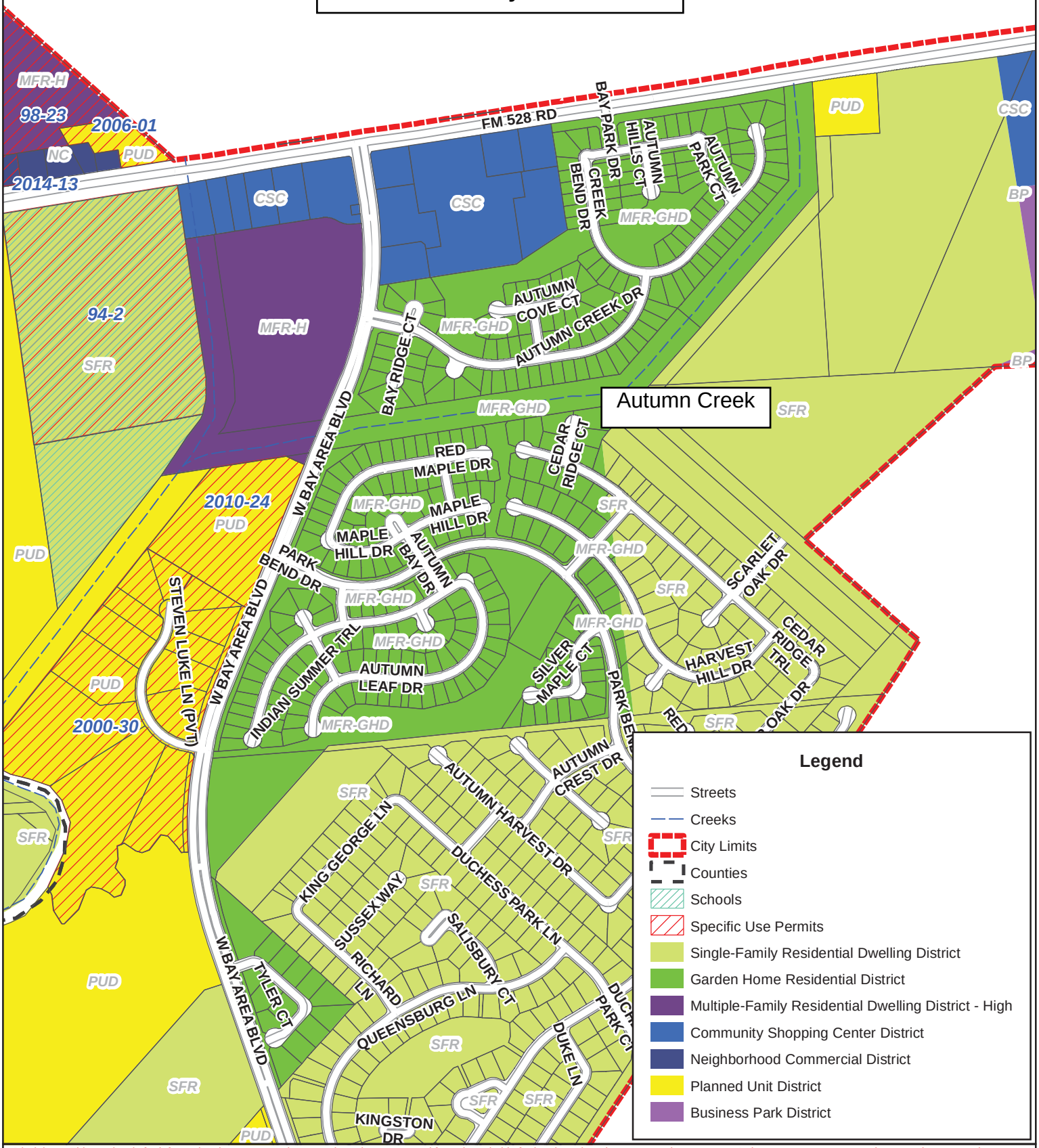
e.

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

f.

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

Other GHD zoning districts within City

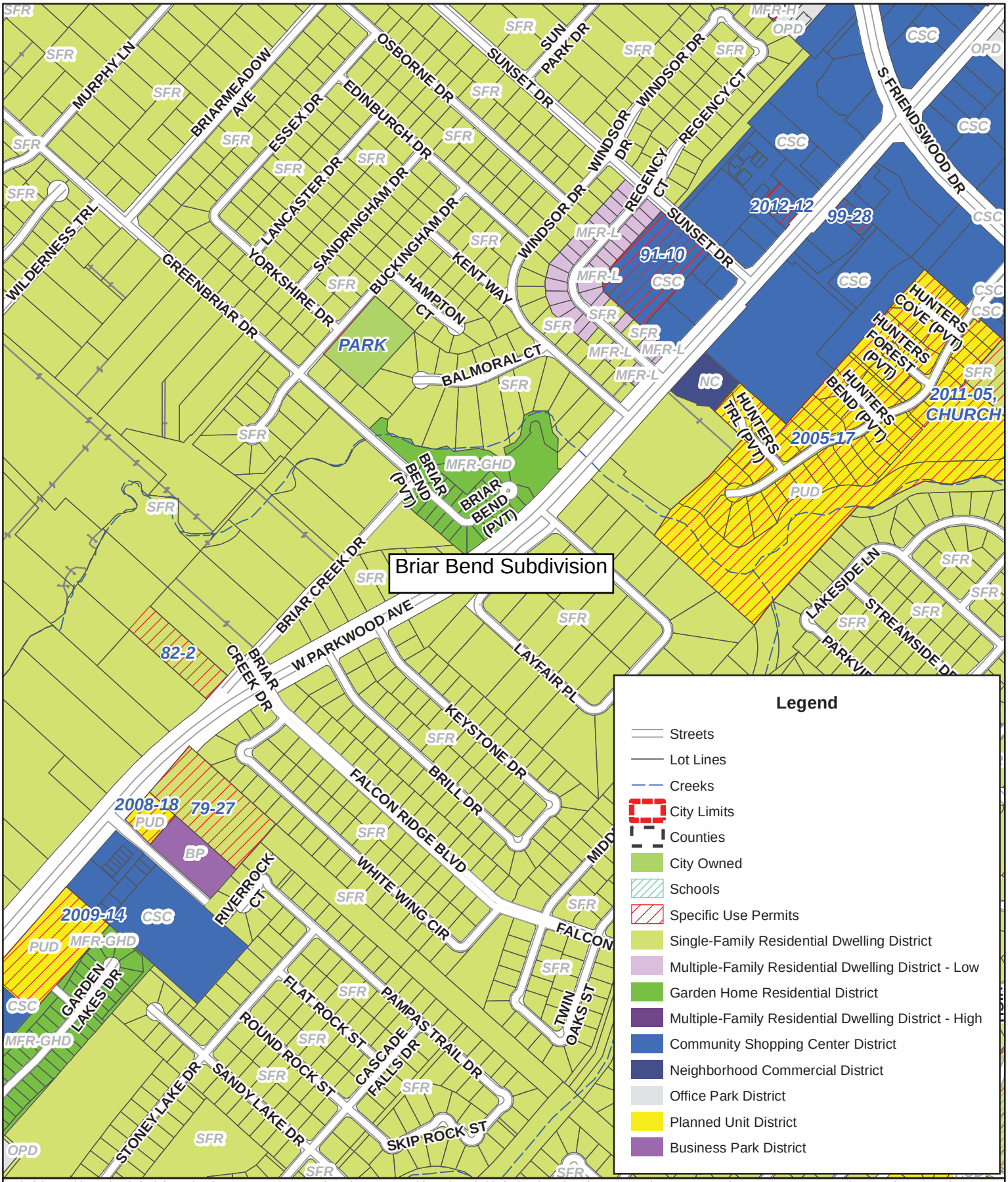


Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user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

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

Friendswood GIS Mapping

1 " = 717 '



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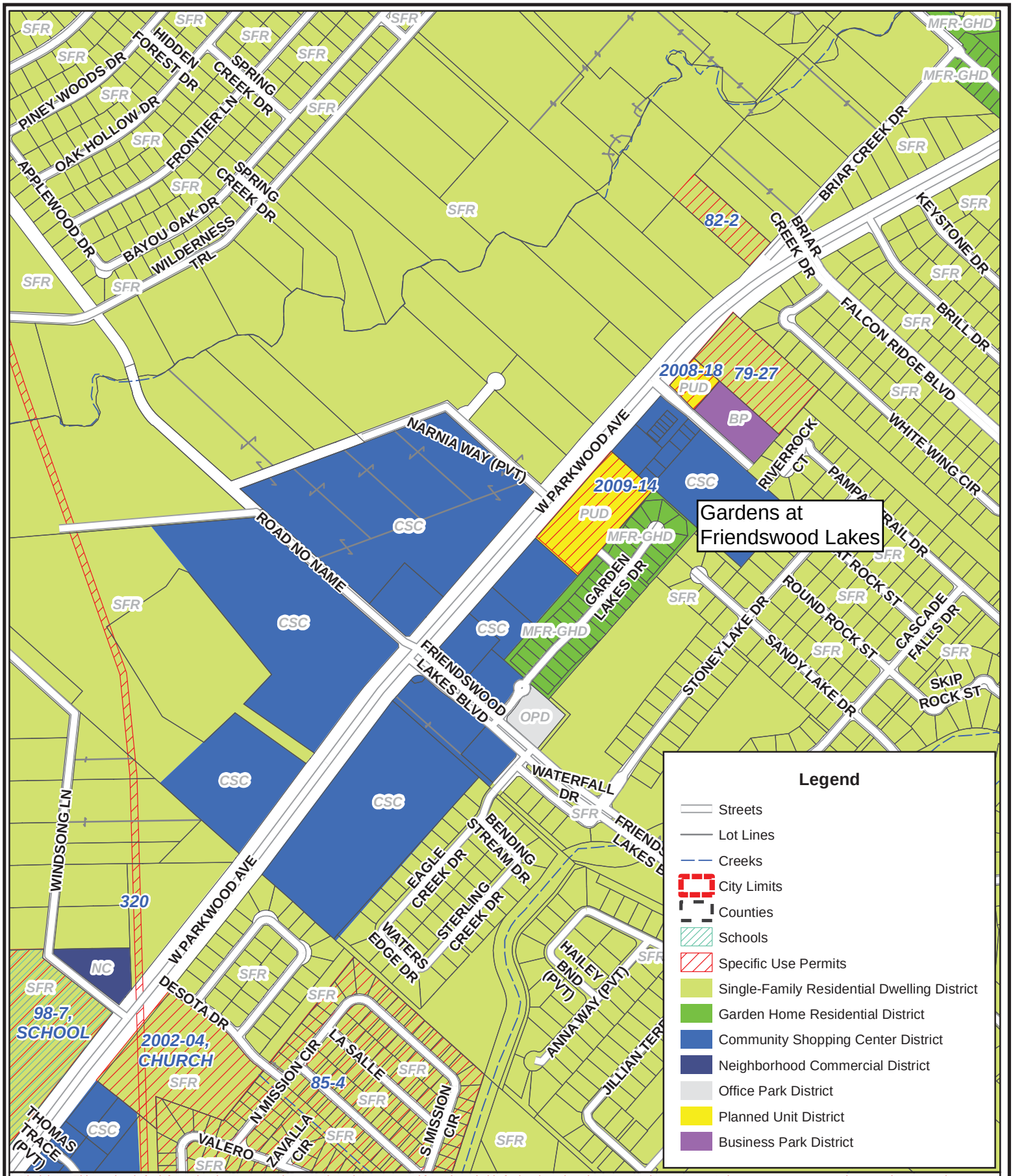

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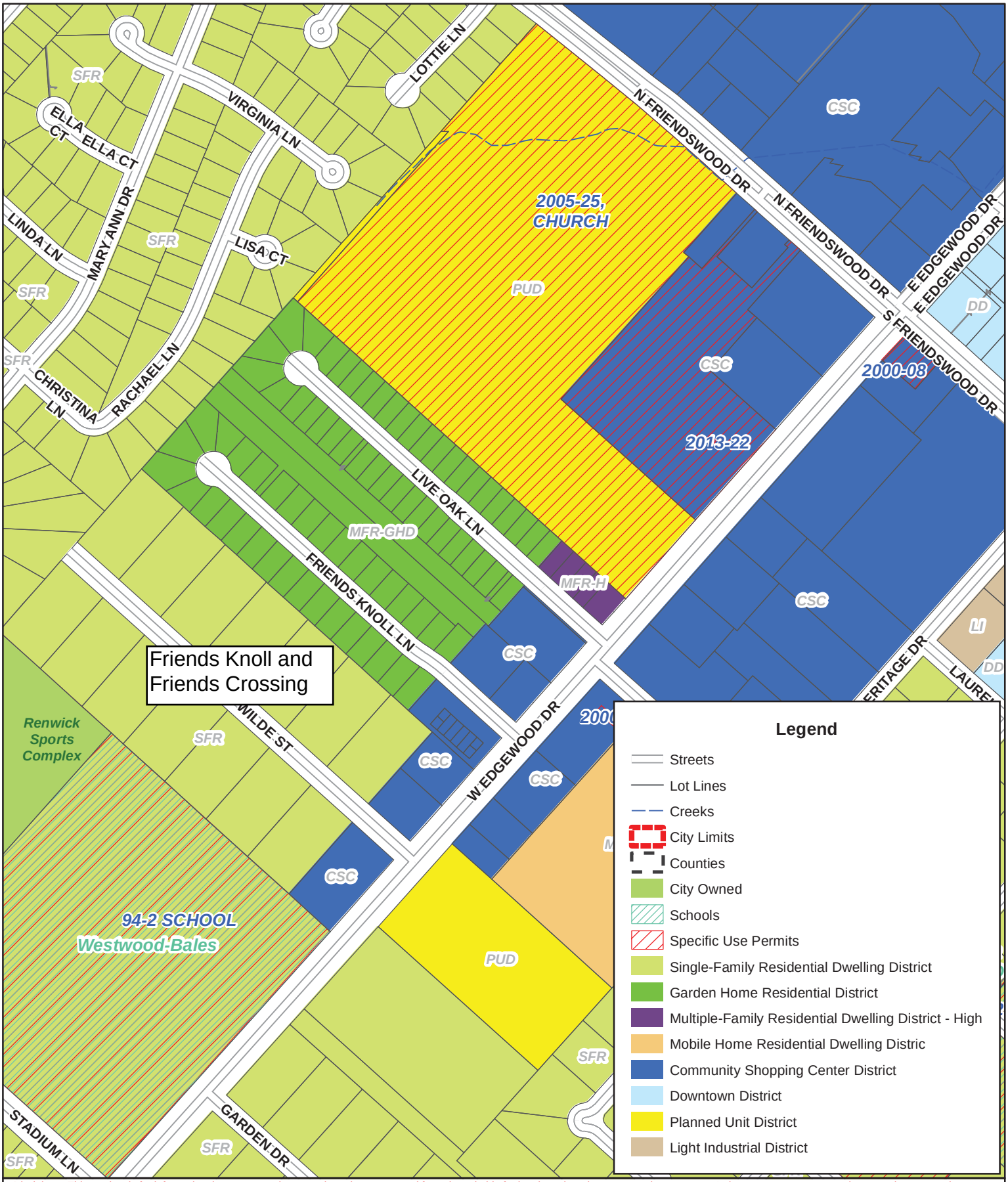

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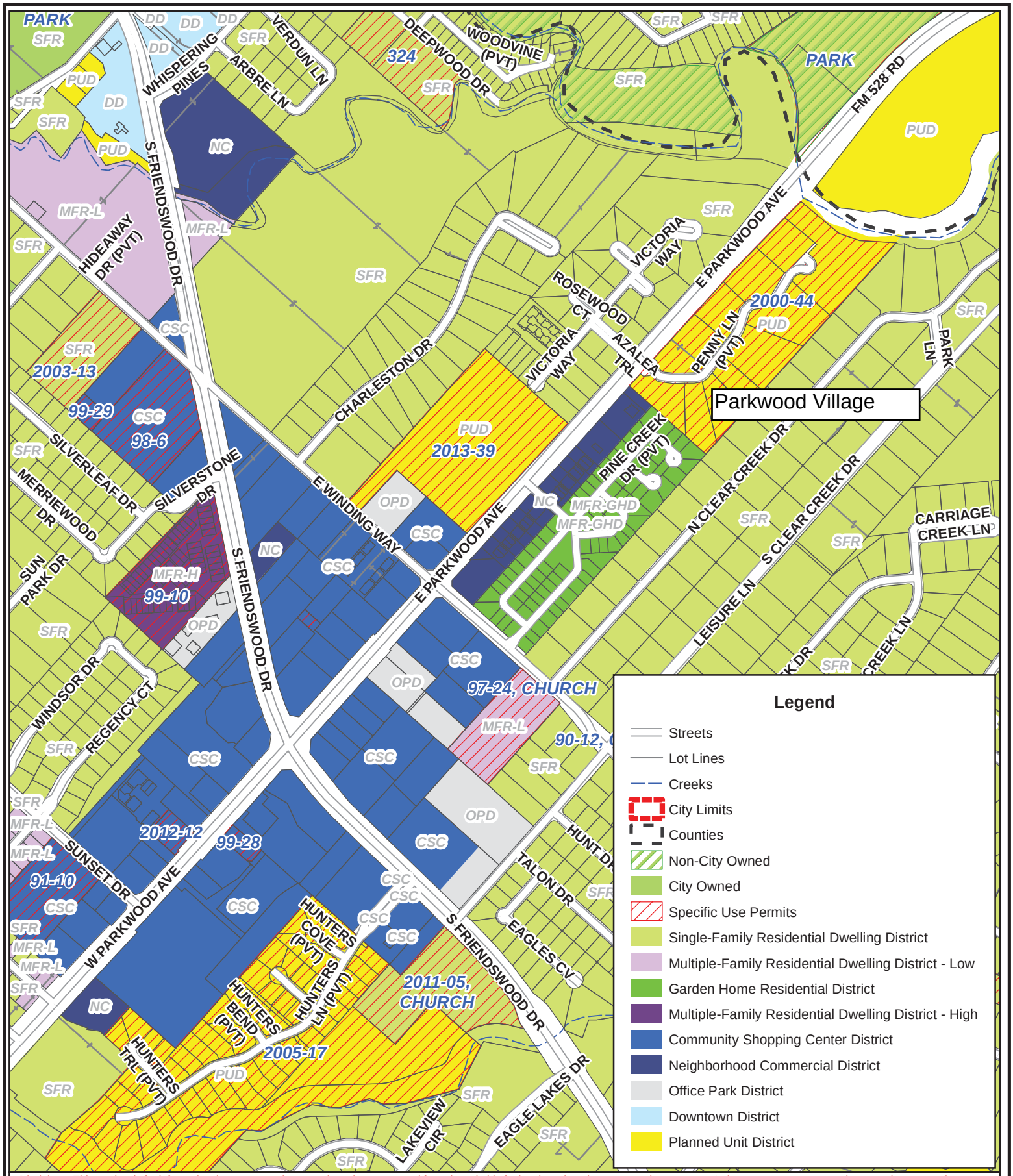

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Friendswood GIS Mapping

1 " = 358 '

Note: This plan is for informational purposes only. If approved, this layout is not part of the zoning ordinance.
Sterling Creek
Lot Summary
Existing 90' Lots
Proposed 90' Lots
Proposed 60' Lots
142
52
106
Percentage of Total Lots
65%
35%
SECTION 1
SECTION 2
SECTION 3
SECTION 3B
SECTION 4
SECTION 5
SECTION 6
GARDEN SECTION
SECTION 7
GARDEN SECTION
EAGLE CREEK DR
WATERS EDGE DR
BENDING STREAM DR
STERLING CREEK DR
AUSTIN CREEK
HALEY BEND
AVERY LN
ANNA WAY
EVANS GATE
JILLIAN TERRACE
GRACE CROSSING
SANTA MARIA DR
Stoney Lake Dr
Subject Property: 43.0673 acres

City of Friendswood

Memo

To: Mayor and City Council

From: Joe Matranga, P&Z Chairman

Date: October 24, 2019

Re: **Zone classification change request of 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD)**

At the Planning and Zoning Commission meeting held October 17, 2019, following the Public Hearing, the City of Friendswood Planning and Zoning Commission did not recommend the zone change request referenced above. The Commission voted 3 to 3 (Banfield, Clark and Lundquist for approval; Matranga, Sasson and Perry opposed; Guenther absent) on the requested zone change.

The primary reason for opposition was that the location and characteristics of the property do not meet the general intent of the GHD zoning district as defined in the Zoning Ordinance.

- The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:
    - May have limited area suitable for residential development due to geographical limitations;
    - Have portions of the property subject to flooding; or
    - Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

The primary reason for supporting approval of the zone change request was that the smaller lots would provide additional lot size and price range options for potential homebuyers who want to live in Friendswood, but prefer the lower maintenance requirements of smaller lots and/or the lower home prices of homes built on smaller lots.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Bay Area Heart Walk

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Our participation in Bay Area Heart Walk promotes fun ways to be physically active and make healthier choices every day. Please help us reach our lifesaving goal by joining our team today. Together, we can make healthier, longer lives possible for everyone.

We would like to invite all residents to join us as we join the fight against Heart Disease! Mayor Mike Foreman has issued a challenge to our neighboring cities and we would like you to join Team Friendswood Strong and help us make a difference! The Walk will be Saturday, November 9. Check–in will be at 8 a.m. and walk begins at 8:30 a.m.at the Kemah Boardwalk, 215 Kipp Ave., Kemah, TX.

Residents can join or donate to our team by going to the American Heart Association's website, selecting the Bay Area Heart Walk and joining Team Friendswood Strong.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Fall Haul Reminder

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

In conjunction with America Recycles Day, the City and Keep Friendswood Beautiful are holding the Annual Fall Haul, community clean-up and garage sale event on Saturday, November 9, at Centennial Park, 2200 S. Friendswood Dr., from 8 a.m. - 2 p.m. This is not an area-wide event, but is presented for the benefit of the citizens of Friendswood. Residents will have to show proof of residency to participate.

Only non-hazardous items will be accepted. Examples of non-hazardous items that will be accepted include tree limbs, grass clippings, old appliances, old furniture, wood, metal, and plastic items, large and small.
Free paper shredding is will be available from 8 a.m. to 12 p.m. or until the truck is full. There is a 200 lb. limit of paper per vehicle. Please, no three-ring binders, cardboard, floppy disks, hanging file folders, newspaper, microfiche, or video tapes. Paper shredding will be available on site.

Electronic recycling will be added to this year's event, computers, monitors, and TV's up to 36" in size will be accepted. More information about the electronic recycling will be forthcoming from the Parks and Recreation department.

Hazardous Waste will not be accepted. Examples of hazardous waste include tires, paint, batteries, oil, or any other household hazardous waste.
Residents can donate garage sale items to Keep Friendswood Beautiful. KFB will be accepting furniture, household items, bikes, etc. in good condition (clothing will not be accepted). Garage sale items can be dropped off the morning of the event at Centennial Park. All proceeds from the garage sale will benefit the beautification of city facilities and parks.

KFB would like to encourage residents to bring items that would benefit the wildlife rehabbers in Friendswood. They need aquariums (do not have to hold water), dog and cat kennel carriers, clean rags (towels/shirts), and shallow crock bowls. These volunteers take care of the many injured wild animals that make their homes in Friendswood's green space.
For more information please call the Friendswood Parks & Recreation Department at 281-996-3220.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Veteran's Day Luncheon

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

This year's Veteran's Day Luncheon will be Thursday, November 7, from 11a.m. - 1:00 p.m. at the Activity Building, 416 Morningside Dr. Join us as we pay tribute to those that have served and are currently serving our country. Listen to a special guest speaker and performances by locals. Lunch will be served at 11:30 a.m. For questions regarding this event, please contact the Parks and Recreation Department at 281-996-3220.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Flap Jack Fun Run

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

This year's Flap Jack Fun Run, Saturday, December 7th, from 8 a.m. to 11a.m. at Stevenson Park, 1100 S. Friendswood Dr. Whether you are a walker or runner, young or old, the annual Flapjack Fun Run 5K and Kid's K are for you. The Kid's K Fun Run (12 and under) begins at 8 a.m. and the 5K Fun Run (chip timed) starts at 8:15. The Flapjack Fun Run is named for the delicious pancake breakfast served after the race, provided by Whataburger. Proceeds from the event go to City of Friendswood park improvements. For questions regarding this event, please contact the Parks and Recreation Department at 281-996-3220.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Blue Santa Softball Tournament

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Friendswood Parks & Recreation is hosting the Blue Santa Shootout Softball Tournament and Toy Drive on Saturday, November 23, 2019. This is the fourth year for this annual event benefitting the Friendswood Police Officers Association Blue Santa program by collecting new toys and bicycles. Even though this is a charity event, the competition between the teams is fierce. There are prizes for 1st, 2nd and 3rd place teams and there will be a home run derby event. It is open to Adult Coed and Men's "D" Divisions. Teams must register by November 19th.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Library Food Drive

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Friendswood Library's Annual Food Drive in support of the Mary Queen Food Pantry runs through the entire month of November. Please bring your non-perishable, non-expired food items to the lobby of the Friendswood Library. The library will waive up to $5 of fines for two or more food items.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/29/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Texas Department of Transportation (TXDOT) Roadways

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff and Jeff Ward and Associates continue to move forward with the Hazard Mitigation (HMGP) buyout program. Appraisals are being scheduled for the properties included in the approved grant.

No word yet on the City's Mitigation (FMA), and Disaster Recovery Project (CDBG-DR) applications. Ongoing discussions with applicable agencies in hopes to get the projects moving forward continue.

Related to our efforts to improve drainage within Friendswood, staff recently met with HCFCD on potential partnerships in areas in which the City or the District owns property along Clear Creek. At this time, staff is scoping potential drainage projects on the Harris County side of Friendswood with the Flood Control District.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

2019 ANNUAL REPORT

FRIENDSWOOD SENIOR CITIZEN ADVISORY COMMITTEE

The goal of the Friendswood Senior Citizen Program is to enrich the lives of Senior adults in Friendswood. We provide a variety of activities which promote health, well-being, and independence through recreation, creative activity, information, and fun.

Social activity is important because isolation is bad for our health, especially among Seniors. Our Socials are always well-attended, especially our holiday events such as: Valentine's Day Party, Go Texan Luncheon, Cinco de Mayo Luncheon, Mothers' Day Tea, Memorial Day Celebration, Donuts with Dads, our 2nd annual Senior Citizens Day, Thanksgiving Day Potluck, and the building is always packed for our Veterans Day Luncheon. We have a new Santa for our Breakfast with Santa. He is one of our members and is already working on his beard. A favorite social activity is Bingo. We played Bingo 28 times last year. That number does not include our Watermelon Bash & Bingo, the Spring Picnic and Easter Egg Extravaganza in April, and our Fall Picnic in October.

We endeavor to keep our minds sharp with other games such as Bridge, Bunco, Dominoes, Mah-Jongg, Mexican Train, and Canasta. Hand & Foot continues to grow in popularity, and we had 4 tournaments this year. The AARP Smart Driver Course was offered 3 times this year. We also have Bible study, Spanish, and painting classes. Our crochet group has made more than 60 hats, lap blankets, and afghans, which have been donated to hospitals.

We are "hearing" real progress from our recorder and ukulele classes, as well as a new beginning music class. There are about 20 members in the group which performed for us last December and has also performed 5 times for local special needs and Seniors groups, as well as at Assisted Living facilities this year. They have more shows planned. Learning to play a musical instrument keeps their minds active, and sharing their new skills with others is a very rewarding experience.

The Classic Cloggers have performed 18 times for groups in the community and have a few more performances planned for this year. It is a wonderful aerobic exercise for the body and great for the mind. There are about 20 members in the group. We also have beginner and advanced Line Dancing classes. One of our tap dancers is a former Radio City Rockette who is 98 years old.

Our 3 weekly exercise programs are still well-attended. These are our largest regular classes. We also offer Yoga and Chair Yoga, Zumba Gold, and a fitness room. Our twice-weekly Tai Chi class has remained at the Library due to space limitations at our building. Chair Volleyball continues to be a popular activity—exciting for participants and audiences.

There were guest speakers on topics such as Medicare and Veterans' benefits, insurance, dealing with stress, hearing health, stroke and rehabilitation, self-compassion, cooking classes, and a Texas A&M AgriLife Extension series called "Fresh Start to a Healthier You."

Our bus is used to provide transportation to and from our building, monthly shopping trips, and out to lunch or breakfast for our members who are not able to drive. We also used it for about 30 field trips in the last year. We toured the National Museum of Funeral History, Lone Star Flight Museum, the Christmas lights in downtown Houston and River Oaks, the Grand 1894 Opera House in Galveston, and Old Town Spring. We attended 2 Astros Games, "A Little Day Music" at Wortham Theater, and the Houston Rodeo. Other tours were the National Weather Service Center in Dickinson, and the Butler Longhorn Museum in League City, where we learned about Milby Butler's role in saving the iconic longhorns from extinction and saw a lot of memorabilia. Trips were made to the Kemah Boardwalk, Houston Zoo, Ocean Star Offshore Drilling Rig and Museum, and Bishops Palace in Galveston. We attended "Dance—Moving Myths" at Miller Outdoor Theater and the Bay Area Harbor Playhouse where we saw "Disaster, The Musical." A total of 10 trips were made to the Pasadena Hometown Opry and Alvin Opry, and we enjoyed a performance at the Bay Area Bluegrass Music Festival in League City.

We made 3 trips to Coushatta again this year. Twenty-six cruisers enjoyed a 7-night Western Caribbean cruise to Cozumel, Grand Cayman, and Jamaica. A 7th cruise has been planned for January 2020. It will be a 7-Night Western Caribbean cruise to Cozumel, Belize, and Mahogany Bay on Isla Roatan. Twenty-eight Seniors went on a 3-day trip to San Antonio where we toured the San Antonio Shoe Factory (SAS), the city and its historic missions with a tour guide, ate dinner on a river cruise, and visited Gruene.

Special events include our 2 fundraisers: A Spaghetti Luncheon in March and a BBQ Lunch in June. These fundraisers help to support our activities. Other special events included a Health Fair, Casino Extravaganza, and our Christmas in September Craft Market.

We have gained 121 new members this year, giving us 846 enrolled members. Our average monthly attendance is 1,370. We are seeing results from listing our events in the local paper, the library marquee, and Facebook posts being shared by the Parks and Recreation Department. Online sign-up for trips began last December and seems to be working well. Anyone who is at least 50 years old is welcome to join the fun. Check out our bimonthly newsletters and calendars that are posted on the City website and are available at the Friendswood Activity Building and the library.

We appreciate the community support and want to thank our local businesses that generously sponsor and contribute to the success of many of our events. Our classes are taught by volunteers and we appreciate their time and dedication. We are always looking for people who are willing to share their talents with us.

Most of all, we would like to thank the staff of the Senior Citizens Program: Genie Balderaz, Senior Program Manager; and our two new staff members, Shadey Caraveo-Saldaña, Assistant Senior Program Manager; and Myreese (Reese) Woodard, Recreation Aide. They are creative and enthusiastic and do an outstanding job under the leadership of Michael Boyett, Assistant Director of Parks and Recreation.

Nancy Mastrofrancesco, Chair

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/30/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Report from the Historical Society given by David Smith

Originating Department: Parks and Recreation

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

Annual report from the Historical Society given by David Smith.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving a contract with Friendswood Historical Society in the amount of $15,000 for the maintenance and preservation of historical sites in the City and authorizing the Mayor to execute the contract.

Originating Department: Parks and Recreation

Degree of importance: SignificantIf this request is not funded the Friendswood Historical Society will not be able to maintain the City's historical sites. In addition, a lack of funding would severely limit their efforts to provide citizens with historical information about Friendswood through their annual events.

SUMMARY / ORIGINATING CAUSE

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. The contract with the Historical Society requires them to provide an annual financial report and an annual festival each year to carry out their mission. The annual Heritage Day Festival is held in conjunction with the Fig Festival and will be held on May, 2020. In addition, the Society's Histor-ween event has grown over the last few years to become a huge success in the community and will be scheduled again next year.

In 2007 the Council approved an increase in the budgeted amount of $10,000 to $15,000 to equip the Historical Society with additional funding needed to continue their efforts of providing the citizens of Friendswood with historical information about Friendswood and preserving and maintaining the historical sites in our city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the Mayor to execute the contract with the Friendswood Historical Society for maintenance and preservation of historical sites in the City in the amount of $15,000. Typically, the Historical Society Annual Report is attached to the Agenda Item. Unfortunately, this year the report will be prepared and submitted at a later date.

ATTACHMENTS

1. CONTRACT 2019

CONTRACT

This contract is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas hereinafter called "City," and the Friendswood Historical Society, a nonprofit corporation located and operating in City, hereinafter called "Historical Society," each of said contracting parties acting by and through their respective hereunto duly authorized officers.

Witnessed

WHEREAS, Historical Society provides regular and ongoing services and programs which include, but are not limited to, the dissemination of information to the general public regarding historical facts and findings and the maintenance of historical grounds, buildings and markers within the City.

WHEREAS, City benefits from such services in that historical information and facilities are an important and historical part of this community; and

WHEREAS, City is desirous of Historical Society continuing and expanding such services for the benefit of the City and its inhabitants; now therefore,

For and in consideration of the mutual covenants and obligations contained herein, City and Historical Society agree as follows:

1. Historical Society shall maintain historical grounds, buildings and markers within the city limits of the City.

2. Historical Society shall collect and keep on file pertinent information as to the history and heritage of the community of Friendswood.

3. Historical Society shall disseminate information to the public regarding historical facts, findings and heritage of the community of Friendswood.

4. Historical Society shall provide an annual event in the Spring of 2020, which celebrates the history and heritage of the community of Friendswood.

5. Historical Society shall provide an annual report outlining the extent of its efforts in each of the above matters, which report shall be presented within nine (9) months of the date of execution hereof.

6. City shall pay Historical Society the sum of fifteen thousand dollars ($15,000) for the aforementioned services. Such payment will be made within forty-five (45) days of the date of execution hereof.

The term of this Contract shall be for a period of one (1) year, commencing the date of execution hereof.

IN WITNESS WHEREOF, the parties have executed this Contract on this 4th day of November 2019, and further states that this Contract constitutes the entire agreement between the parties.

CITY OF FRIENDSWOOD

By_____
Mike Foreman, Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD HISTORICAL SOCIETY

By_____
President

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding adopting the updated Appointment Policy.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff is proposing that the following changes listed below be incorporated in the policy:

Keep Friendswood Beautiful – add 2 alternate members

Planning & Zoning Commission – change meeting days to 2nd and 4th Thursdays

Changes to the Congratulatory Letter

Volunteer Application
Page 1, add a line on page 1 with City, State and Zip
Page 2, remove Election Worker as an option to check off for areas of interest
Page 3, replace the word "may" with "will" since background checks are now required and add "prior to appointment" to the end of that sentence.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To keep the City's Appointment Policy current to meet the city's changing needs.

RECOMMENDATIONS

That Council consider the proposed amendments.

ATTACHMENTS

1. Appointment Policy Update-2019 DRAFT redline

APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

CITY OF FRIENDSWOOD ADMINISTRATIVE POLICIES AND PROCEDURES

ADOPTED AUGUST 5, 1996
AMENDED JUNE 19, 2000
AMENDED JUNE 26, 2006
AMENDED FEBRUARY 5, 2007
SUSPENDED JULY 12, 2010
RE-ADOPTED AND AMENDED JANUARY 5, 2015
AMENDED JULY 10, 2017
AMENDED JULY 02, 2018
AMENDED AUGUST 06, 2018

CITY OF FRIENDSWOOD

ADMINISTRATIVE POLICIES AND PROCEDURES

Appointments to City Boards, Commissions, and Committees

I. PURPOSE

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

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

II. POLICY

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

III. COUNCIL LIAISONS

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

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

IV. PROCEDURES

Sec. 4.01. Uniform Appointment Date

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

Sec. 4.02. Applicable Laws and Ordinances

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

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

Sec. 4.03. Terms of Office

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

Sec. 4.04. Oaths of Office

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

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

Sec. 4.05. Rules and Regulations

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

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

Sec. 4.06. Appointment of Officers/Members

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

Sec. 4.07. Providing and Maintaining Records

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

Sec. 4.08. Attendance Policy and Records

Attendance records shall be maintained by all City Staff Liaisons providing support to the various City boards, commissions, and committees. The records will be available by request to the boards, commissions, and committees members at each regular meeting. The attendance record will be provided to the City Secretary's office when the appointment/reappointment process takes place for that committee.

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

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

Sec. 4.09. Information Packets

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

V. Appointments

Sec. 5.01. Applications

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

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

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

appointed in July every 5 years or as called by Council). Members of boards, commissions, and committees to be appointed in November are Fourth of July Steering Committee, Keep Friendswood Beautiful, Senior Citizen Advisory Committee, and Investment Committee.

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

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

Sec. 5.02. Appointment Process

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

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

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

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

Sec. 5.03. Selection Criteria

Selection of members to boards, commissions, and committees shall be made considering the stated interest and desire of the applicant to serve. Other criteria will be

the applicant's availability, qualifications, personal background, and any special skills he/she may have.

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

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

Sec. 5.04. Filling Vacancies

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

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

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

FRIENDSWOOD CITY COUNCIL LIAISONS
2019-2020

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

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

EXHIBIT B

PLANNING AND ZONING COMMISSION

Number of members:	7 regular	**Term of Office:**	3 years Overlapping terms
Established by:	City Code, Section 2-69; LGC Sections 211 & 212		
Appointed By:	City Council		
Regular Meetings:	2nd ~~1st~~ and 4th ~~3rd~~ Thursday of the month		
Time:	7:00 PM		
Location:	Friendswood City Hall 910 S. Friendswood Drive		
Compensation:	None		
Officers:	Chair & Vice Chair selected every 3 years by Commission members. Officers will be appointed for three-year terms following the appointment and reappointment time frame. Chair and Vice Chair may not serve more than four three-year terms, unless otherwise approved by Council.		
Staff Support:	Director of Community Development, Deputy Director of Community Development, City Planner, Development Coordinator		
Council Liaison:	Yes; appointed by City Council		

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

ZONING BOARD OF ADJUSTMENT & APPEALS

Number of Members:	5 regular 4 alternates	**Term of Office:**	2 years Overlapping terms

Established by: City Code, Appendix C-Sections 10 - 13. LGC, Sections 211.008 - 211.011.

Appointed by: City Council

Regular Meetings: 4th Tuesday of the month, as needed, unless a holiday falls during the week of meeting date, is then moved to 3rd Tuesday of the month.

Time: 7:00 PM

Location: Friendswood City Hall
910 S. Friendswood Dr.

Compensation: None

Officers: Chair & Vice Chair elected every 2 years by members. Officers will be appointed for two-year terms as required by statute (LGC 54.033 and 211.008). Chair and Vice Chair may not serve more than four terms, unless otherwise approved by Council.

Staff Support: Building Official, City Planner, Development Coordinator.

Council Liaison: None

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

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

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

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

FRIENDSWOOD PUBLIC LIBRARY ADVISORY BOARD

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

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

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

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

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

Ex Officios: Chamber of Commerce representative
Planning & Zoning Commission representative

Clear Creek Independent School District representative, Friendswood Independent School District representative

Established by: Council action February 15, 1993

Appointed by: City Council

Regular Meetings: 1st Wednesday of the month

Time: 3:30 PM

Location: Friendswood City Hall
910 S. Friendswood Drive

Compensation: None

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

Staff Support: Economic Development Coordinator

Council Liaison: Yes; appointed by City Council

Duties of the Committee: To encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development; and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.

CHARTER REVIEW COMMISSION

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

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

FOURTH OF JULY STEERING COMMITTEE

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

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

KEEP FRIENDSWOOD BEAUTIFUL

Numbers of Members:	20 regular 2 alternate	**Term of Office:**	3 years Overlapping terms

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

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

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

SENIOR CITIZEN ADVISORY COMMITTEE

Number of Members:	8 regular 1 alternate	**Term of Office:**	3 years Overlapping terms

Established by: Council action 1993

Appointed by: City Council

Regular Meetings: 2nd Tuesday of the month as needed

Time: 9:00 AM

Location: Activities Building
416 Morningside

Compensation: None

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

Staff Support: Director of Parks and Recreation
Recreation Superintendent

Council Liaison: Yes; appointed by City Council

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

INVESTMENT COMMITTEE

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

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

EXHIBIT C

In the name and by the authority of

The City of Friendswood
and
The State of Texas

STATEMENT OF APPOINTED OFFICER

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

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

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

_____
Affiant's Signature

_____
Position to Which Appointed

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

SWORN TO and subscribed before me by affiant on this ____ day of _____ 2019.

_____
Signature of Person Authorized to Administer Oaths / Affidavits

_____
Printed Name

_____
Title

In the name and by the authority of

The City of Friendswood
and
The State of Texas

OATH OF OFFICE

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

_____

_____
Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____ 2019.

_____
Signature of Person Administering Oath

_____
Printed Name

_____
Title

EXHIBIT D

ATTENDANCE REPORT

BOARD/COMMITTEE/COMMISSION: _____

REPORTING PERIOD _____ – _____
Mo/Yr Mo/Yr

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

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

EXHIBIT E

BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: _____ HOME PHONE: _____

HOME ADDRESS: _____ WORK PHONE: _____

CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

OCCUPATION: _____

SPECIAL INTERESTS AND TALENTS: _____

_____

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

If so, please name the body: _____

Draft Revised 11/04/19 mkw

AREAS OF INTEREST

Please indicate your primary and secondary interests.

~~**GENERAL ADMINISTRATION**~~
~~_____ ELECTION WORKER~~

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

I AM AVAILABLE FOR
_____ LONG-TERM PROJECTS
_____ SHORT-TERM PROJECTS
_____ DAYTIME
_____ EVENING
_____SUMMER

RECREATION
_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
_____ LIBRARY BOARD
_____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED
_____
_____

OTHER

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

Please use the space below for additional comments.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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

DATE OF BIRTH: _____
SEX: _____
FRIENDSWOOD RESIDENT FOR _____ YEARS

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

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

_____
_____
_____
_____

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

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

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

_____ _____
Signature of Applicant Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

CITY OF FRIENDSWOOD
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:	*Dates of Service:*
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EXHIBIT F

Date: _____

Jane Doe
1111 Lakeside Lane
Friendswood, TX 77546

Dear Ms. Doe:

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

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

1. Attorney General's website at https://www.texasattorneygeneral.gov/open-government. Select Open Meetings Act training, and then complete the training online. Following the completion of the training, a certificate will be sent to you from the Attorney General's Office.

2. Check out the training CD from the City Secretary's Office. If you choose to utilize the CD option, at the end of the video, there is a code which will take you to the Attorney General's website to retrieve the certificate.

Additionally, please review our volunteer guidebook at https://www.ci.friendswood.tx.us/boards-committees-commissions. You will find an acknowledgement page at the end of the guidebook. **Please return your Open Government Training Certificate and acknowledgement form to the City Secretary's Office by_____ _____, 2019.**

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

Sincerely,

Melinda Welsh, TRMC
City Secretary

Date: _____

Ms. Jane Doe
10111 Lakeside Lane
Friendswood, TX 77546

Dear Ms. Doe:

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

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

Sincerely,

Melinda Welsh, TRMC
City Secretary

Cc: Staff Liaison

Enclosure

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/16/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding an amendment to the interlocal agreement between Galveston County and the City of Friendswood for the 2017 Road Bonds.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In May of 2018, the City of Friendswood entered into an interlocal agreement with Galveston County for the construction of Friendswood Lakes Blvd from it's current terminus at North Eagle Creek to the southeast to the border of West Ranch and the future Avalon development.

The Agreement, as approved, stipulated the City will front funds up to a $1M to be matched by the County beyond the $3.57M of bond proceeds for this project. Payment of our contribution would not be due and owing until the project has been bid for construction.

Since the approval of the agreement, the scope of the project has been altered to include the design and installation of water and sanitary sewer utilities along the proposed roadway, as well as modifications to the drainage pathways of the undeveloped tracts bordering the right-of-way. The cost of these improvements are to be borne by the City, as well as the developer contribution up to $600K.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City's obligation of $1M may be less than or more than $1M included in the General Fund. Of that amount, $600K will be reimbursed to the City by the Developers in the future.

RECOMMENDATIONS

Staff recommends Council approve the proposed amendment to the interlocal agreement.

ATTACHMENTS

1. Amendment No 1
2. Interlocal Agreement - executed copy

AMENDMENT NO. 1 TO INTERLOCAL CONTRACT BY AND BETWEEN
CITY OF FRIENDSWOOD, TEXAS
AND
THE COUNTY OF GALVESTON

STATE OF TEXAS §

COUNTY OF GALVESTON §

I. Parties

This Amendment ("Amendment No. 1") is entered into by and between the City of Friendswood, Texas, (City) and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

WHEREAS, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services that each party to the contract is authorized to perform individually, and

WHEREAS, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act; and

WHEREAS, the functions and services contemplated herein are governmental functions and services within the meaning of the Interlocal Cooperation Act; and

WHEREAS, this Agreement is entered into in accordance with the Interlocal Cooperation Act and

WHEREAS, the voters of Galveston County, Texas, approved an election proposition for the issuance of bonds in the amount of $56,000,000 for the construction, maintenance, and operation of county roads, including roads within the City of Friendswood, and the levying of the tax in payment thereof; and

WHEREAS, Galveston County allocated $3,570,000 in road funds to be used as the County's share for improvements to various city streets in the City of Friendswood and in addition, the County allocated up to an additional $1,000,000 in funds to be used as the County's match for improvements to various city streets in the City, provided the City matches the County's additional contribution dollar for dollar, up to $1,000,000; and

WHEREAS, a cooperative agreement between the parties will provide a mutual benefit to both local governments and to those persons served by each entity, and serve a governmental purpose by the construction of Friendswood Lakes Road; and

WHEREAS, City and County desire to work together to carry out various functions for the mutual benefit of both parties; and

WHEREAS, the governing bodies of the City of Friendswood and Galveston County agree that it is in the best interest of the taxpayers of both governmental entities into this Interlocal Cooperation Contract.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

1. Article 2 of Agreement is modified to read as follows;

Scope/Duties/Costs

a. Scope/Description/Location - FRIENDSWOOD LAKES BOULEVARD

Exhibit A, Scope of Services is amended by adding Exhibit A-1, additional services including Sanitary Sewer and Water Line Design and Drainage Revisions, which is attached to the Amendment.

d. Costs.

The County will partially finance a share of the Project by paying $3,570,000.

- In addition, the City will finance the costs associated with the design of sanity sewer line and water line to serve new subdivisions adjacent to the project as well as revisions to the drainage study and storm sewer design to accommodate new subdivisions adjacent to project for a total amount of $25,400.

The City will contribute $1,000,000 and the County will also pay an additional $1,000,000, matching the City's contribution dollar for dollar. In total, the County will pay $4,570,000 and the City will pay $1,000,000. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any. Nothing herein however, shall preclude the County from providing additional funds for this Project, but the County shall be under no obligation to do so.

CITY OF FRIENDSWOOD, TEXAS

_____

Mike Foreman, Mayor

ATTEST:

_____

Melinda Welsh, City Secretary,
City of Friendswood

GALVESTON COUNTY, TEXAS

_____
Mark Henry, County Judge

ATTEST:

_____
Dwight D. Sullivan, County Clerk

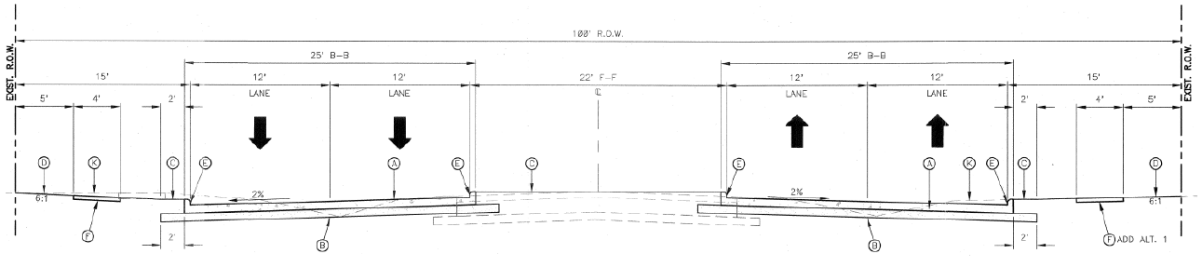
APPROVED AS TO FORM:

_____
Mary Kay Fischer, City Attorney
City of Friendswood, Texas

APPROVED AS TO FORM:

_____
_____, Attorney
Galveston County Legal Department

Exhibit A – Approved Project Scope

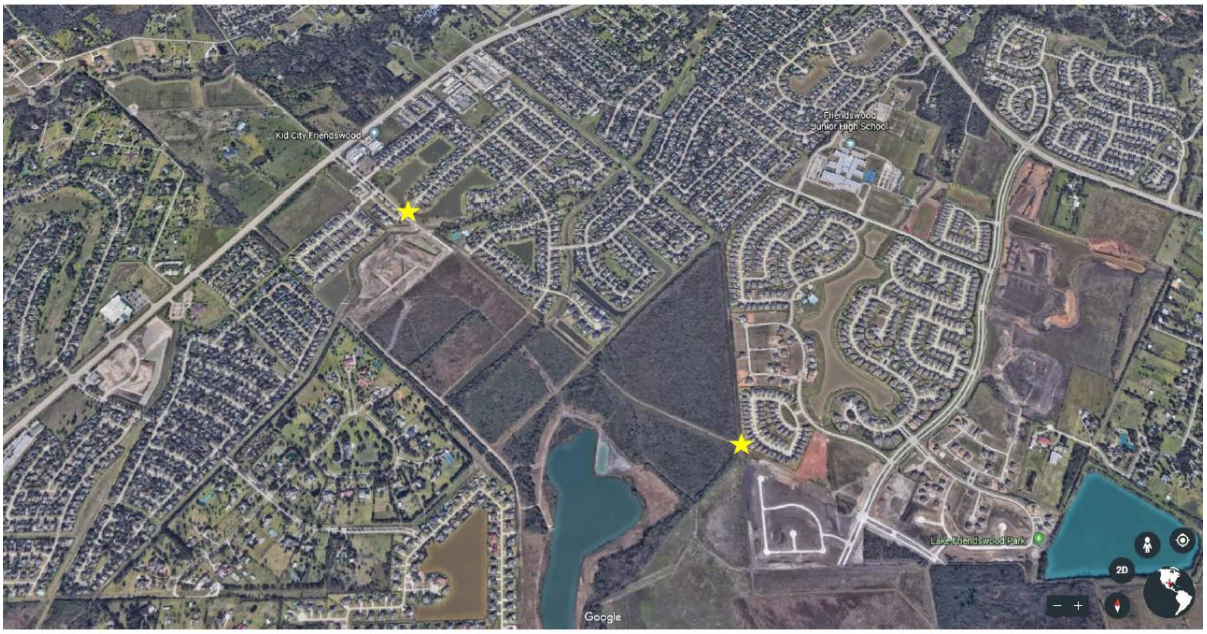


LEGEND

- (A) 8" CONC PVMT (CRCP)
- (B) 8" LIME TREATED SUBGRADE
- (C) BLOCK SODDING
- (D) SEEDING
- (E) CONCRETE CURB (TY II)
- (F) 4.5" THK. CONCRETE SIDEWALK
- (G) RIPRAP (CONC) (CL B)
- (H) METAL BEAM GUARD FENCE
- (I) RIPRAP (MOW STRIP)
- (J) RIPRAP (CONC) (CL B)
- (K) EXISTING GROUND

PROP DIRECTION OF TRAFFIC
EXIST DIRECTION OF TRAFFIC

NOTES:
1. ALL DIMENSIONS AND OFFSETS ARE TO FACE OF CURB OR RAIL UNLESS OTHERWISE NOTED.
2. PGL IS THE TOP OF THE OUTSIDE CURB AT THE FACE.



INTERLOCAL CONTRACT BY AND BETWEEN
CITY OF FRIENDSWOOD, TEXAS
AND
THE COUNTY OF GALVESTON

STATE OF TEXAS §

COUNTY OF GALVESTON §

I. Parties

This Interlocal Contract (Agreement) is entered into by and between the City of Friendswood, Texas, (City) and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Preamble

WHEREAS, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services that each party to the contract is authorized to perform individually, and

WHEREAS, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act; and

WHEREAS, the functions and services contemplated herein are governmental functions and services within the meaning of the Interlocal Cooperation Act; and

WHEREAS, this Agreement is entered into in accordance with the Interlocal Cooperation Act and

WHEREAS, the voters of Galveston County, Texas, approved an election proposition for the issuance of bonds in the amount of $56,000,000 for the construction, maintenance, and operation of county roads, including roads within the City of Friendswood, and the levying of the tax in payment thereof; and

WHEREAS, Galveston County allocated $3,570,000 in road funds to be used as the County's share for improvements to various city streets in the City of Friendswood and in addition, the County allocated up to an additional $1,000,000 in funds to be used as the County's match for improvements to various city streets in the City, provided the City matches the County's additional contribution dollar for dollar, up to $1,000,000; and

WHEREAS, a cooperative agreement between the parties will provide a mutual benefit to both local governments and to those persons served by each entity, and serve a governmental purpose by the construction of Friendswood Lakes Road; and

WHEREAS, City and County desire to work together to carry out various functions for the mutual benefit of both parties; and

WHEREAS, the governing bodies of the City of Friendswood and Galveston County agree that it is in the best interest of the taxpayers of both governmental entities to enter into this Interlocal Cooperation Contract.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

III. Terms

1. **Recitals True.**

Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitals of fact, but also contractual terms of this Agreement.

2. **Scope/Duties/Costs.**

The parties acknowledge and expressly agree that, in all things relating to this Agreement, City and County are performing governmental functions, as defined by the Texas Torts Claims Act. The parties hereby agree that City and County enter into this Agreement as governmental entities for the purpose of performing a governmental function.

a. Scope/Description/Location - FRIENDSWOOD LAKES BOULEVARD

1. *Approved Project Scope describes the "Public Improvements"* (as depicted in **Exhibit A**) and means the construction of four-lane, divided, major thoroughfare consisting of:
    a. A 100-feet of right-of-way;
    b. Four, twelve foot-wide concrete-paved lanes approximately seven to eight-inches thick;
    c. An esplanade/median of varying widths;
    d. Five (5) foot sidewalks along both sides of the roadway
    e. Storm sewer lines of varying sizes in compliance with the City of Friendswood's and Galveston County Consolidated Drainage District Design Criteria; and
    f. Creek/Tributary crossing designed to accommodate, at a minimum, the 100-year extreme event

b. Duties

1. The County will:

- Design, construct, and manage the project pursuant to City's requirements;
- Furnish the City with a set of plans and specifications;
- Conduct all advertising and procurements in compliance with public bidding laws;
- After bid opening and prior to award, review bid submittals with the City to ensure the work has been bid in conformity with the amounts allocated by each party; in the event of an overage the parties may elect not to proceed with the award of the contract;
- Issue the contract with the winning bidder and administer same until final completion;
- Transfer any and all warranties to the City; and
- Resolve any disputes with contractors.

2. The City will:

- Deal with local citizens' issues and questions during design and construction;
- Provide any necessary right-of-way; and
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project fully functioning.

c. Costs.

The County will partially finance a share of the Project by paying $3,570,000. The City will contribute $1,000,000 and the County will also pay an additional $1,000,000, matching the City's contribution dollar for dollar. In total, the County will pay $4,570,000 and the City will pay $1,000,000. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any. Nothing herein however, shall preclude the County from providing additional funds for this Project, but the County shall be under no obligation to do so.

The City's financial contribution toward this project shall not be invoiced, due, or owed until such time that the project has been bid for construction.

3. City approval

As required by the **Texas Transportation Code §251.012** entitled "County Authority in Municipality", the City gives its approval to the County to finance the Project up to the limits established herein.

4. Payments from Current Revenues.

Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments

from current revenues available to the paying party.

5. **No Third Party Beneficiary**.

This Agreement inures only to the benefit of the City and the County. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

6. **Entirety of Agreement.**

This Agreement constitutes the entire Agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

7. **Governing Law and Venue.**

This Agreement shall be governed by the laws of the State of Texas, and venue for any action from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.

8. **Authority to Bind.**

a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act, it has been authorized by its' respective governing body.

b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party thereto.

9. **Immunity Retained.**

No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

10. **Severability.**

If any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable

11. **No Indemnification.**

The Parties expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

12. Compliance with Laws.

In the performance of their obligations under this Agreement, the Parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

13. Amendment; Assignability.

This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

This Agreement is hereby executed by the Parties, each respective Party acting by and through its duly authorized official as required by law, in duplicate counterparts, each of which shall be deemed to be an original, to be effective upon full execution and with the date of the Party that is executing last in time:

CITY OF FRIENDSWOOD, TEXAS

Kevin M. Holland, Mayor

ATTEST:

Melinda Welsh, City Secretary
City of Friendswood

CITY OF FRIENDSWOOD STATE OF TEXAS

GALVESTON COUNTY, TEXAS

Mark Henry, County Judge

ATTEST:

_____

Dwight D. Sullivan, County Clerk

By Brandy Chapman Deputy
Brandy Chapman

APPROVED AS TO FORM:

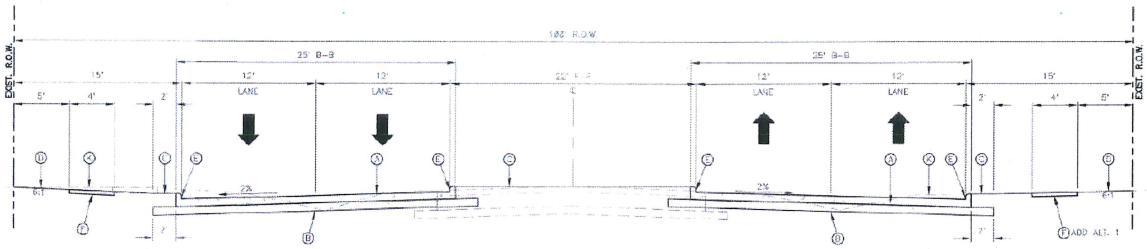
Mary Kay Fischer

Mary Kay Fischer, City Attorney
City of Friendswood, Texas

APPROVED AS TO FORM:

_____, Attorney
Galveston County Legal Department

Exhibit A – Approved Project Scope



LEGEND

- (A) 8" CONC PVMT (CRCP)
- (B) 8" LIME TREATED SUBGRADE
- (C) BLOCK SODDING
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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/15/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2019-33: A resolution of the City of Friendswood to support the Galveston Bay Estuary Program's *The Galveston Bay Plan, 2nd Edition, The Comprehensive Conservation and Management Plan for the Galveston Bay Ecosystem*.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Galveston Bay Estuary Program (GBEP) is one of two estuary programs in Texas and one of the 28 National Estuary Programs in the U.S. As a non-regulatory program administered by the Texas Commission on Environmental Quality, they are charged with implementing The Galveston Bay Plan (The Plan) To provide comprehensive ecosystem management through collaborative partnerships and to ensure preservation of the bay's multiple uses. The program was established in 1989.

The Galveston Bay Council (GBC) is the governing body for GBEP and is comprised of a very diverse group of bay stakeholders including state and federal agencies, local governments, municipalities, citizen and environmental groups, industry and commercial fishers. The Galveston Bay Plan, 2nd Edition, is being released this year to set forth priority goals and actions to meet the future needs (next 20 years) of Galveston Bay and the GBC is asking for stakeholder support of members and municipalities around the bay by each approving a Resolution.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The GBEP is important to the health and preservation of Galveston Bay, it's surrounding cities and watershed.

RECOMMENDATIONS

Approve Resolution R2019-33

ATTACHMENTS

1. R2019-33 GBEP CCMP Support

RESOLUTION NO. R2019-33

A RESOLUTION OF THE CITY OF FRIENDSWOOD TO SUPPORT THE GALVESTON BAY ESTUARY PROGRAM'S THE GALVESTON BAY PLAN, 2ND EDITION, THE COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN FOR THE GALVESTON BAY ECOSYSTEM.

* * * * * * * * * *

WHEREAS, Galveston Bay is a special and unique place where freshwater from rivers and streams mixes with saltwater from the ocean; and

WHEREAS, Galveston Bay is critical to the economic wellbeing, health, and quality of life for this region's communities; and

WHEREAS, the original *Galveston Bay Plan* was approved by the Governor of Texas and the United States Environmental Protection Agency in 1995 and was designed to be implemented over a 20-year period with evaluations every five years; and

WHEREAS, the Texas Estuaries Act (1999) recognizes the national significance of Texas estuaries and the benefits and public purpose of the estuary management plans, and directs the previous Texas Natural Resource Conservation Commission to be the lead state agency for implementation of the plans under the National Estuary Program, among other supportive roles; and

WHEREAS, the Galveston Bay Estuary Program was created to provide long-term protection of Galveston Bay through an ecosystem-wide process of cooperative action and management in accordance with the original approved plan and consistent with §320 of the Federal Clean Water Act; and

WHEREAS, at the mid-point of the original plan's 20-year timeline, the Galveston Bay Council's decision to identify the most urgent actions for implementing the plan and to sustain the bay's future resulted in the publication of the document *Charting the Course to 2015: Galveston Bay Strategic Action Plan* (2009)*;* and

WHEREAS, at the 20-year timeline for the original plan, an in-depth analysis of the original objectives was undertaken, going beyond the most urgent actions defined in the *Strategic Action Plan*; and

WHEREAS, *The Galveston Bay Plan, 2nd Edition* builds upon 30 years of factual, scientific information and identifies specific actions, goals, and objectives to address priority issues; and

WHEREAS, the strategies and tools identified in *The Galveston Bay Plan*, *2nd Edition*, in concert with the collaboration, coordination, and monitoring that occurs through the Galveston Bay Council and its subcommittees, will ensure that Galveston Bay is preserved for future generations to come.

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

Section 1. City Council recognizes that the Galveston Bay Estuary Program's coordinated regional management of Galveston Bay will be the most effective means of preserving this region's most valuable natural resource and intends to join with other local governments and regional stakeholders to support the goals of *The Galveston Bay Plan, 2nd Edition, The Comprehensive Conservation and Management Plan for the Galveston Bay Ecosystem.*

PASSED, APPROVED AND RESOLVED on this 4th day of November 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh,
TRMC City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/15/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2019-34: A resolution of the City Council of the City of Friendswood, Texas, approving a contractual agreement for dispatching services between Windsor EMS, Inc. and the City of Friendswood; authorizing the Mayor to execute, and the City Secretary to attest, the agreement.

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Presented for Council consideration is a contractual agreement for dispatching services between Windsor EMS, Inc. and City of Friendswood and a resolution ratifying the Mayor's signature on the agreement with Windsor EMS, Inc. for the purpose of providing emergency dispatching services.

The parties have reached an agreement which is submitted for your approval. The agreement will take effect October 1, 2019. During the term of the agreement, Windsor EMS, Inc. will pay $18,000 annually.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Emergency medical services are a public necessity. The City of Friendswood has facilities and personnel for emergency dispatch operations that Windsor EMS does not. The City already provides emergency dispatch services through an agreement with Forest Bend Volunteer Fire Department who generally responds to calls for service with the contracted EMS provider.

RECOMMENDATIONS

All entities endorse this proposed agreement and recommend passage.

ATTACHMENTS

1. R2019-34 Windsor EMS Contract
2. R2019-34 Exhibit A

RESOLUTION NO. R2019-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A CONTRACTUAL AGREEMENT FOR DISPATCHING SERVICES BETWEEN WINDSOR EMS, INC. AND CITY OF FRIENDSWOOD; AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, THE AGREEMENT.

* * * * * * * * * *

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

Section 1: The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2: The City Council of the City of Friendswood, Texas, hereby authorizes and approves the Contractual Agreement for Dispatching Services between Windsor EMS, Inc. and City of Friendswood, and compensation for such services in an amount equal to $18,000 per year.

Section 3: That the Mayor and City Secretary are authorized and directed to execute and attest, respectively, the Contractual Agreement for Dispatching Services between Windsor EMS, Inc. and City of Friendswood in substantially the same form as is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED AND RESOLVED on this 4th day of November, 2019.

_____
Mike Forman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

EMERGENCY MEDICAL SERVICES DISPATCHING AGREEMENT

BETWEEN WINDSOR EMS, INC.,

AND THE CITY OF FRIENDSWOOD

Introduction:

This Emergency Medical Services Dispatching Agreement dated as of this _____ day of _____, 2019, is between the City of Friendswood, a home rule municipality, and Windsor EMS, Inc., a for-profit organization incorporated in the State of Texas.

Recitals:

WHEREAS, emergency medical services are a public necessity for the citizens of Harris County Municipal Utilities District 55 (MUD 55);

WHEREAS, the City of Friendswood (CITY) has facilities and personnel for emergency dispatch operations that Windsor EMS (EMS) does not;

WHEREAS, Windsor EMS (EMS) desires to contract with the City of Friendswood (CITY), to provide emergency dispatching services for citizens within MUD 55; and

WHEREAS, The City of Friendswood (CITY) has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the CITY and WINDSOR EMS (jointly known as Parties) contract and agree as follows:

I.

Services Provided

The City of Friendswood will maintain and operate an Emergency Communications Center which will provide a central facility for the receipt of emergency and non-emergency communications (whether oral, written, telephonic, radio or other means) directed to Windsor EMS (EMS), and for the dispatching of EMS personnel and equipment, either by oral communication, radio, telephone or other electronic means, within the geographic area served by Windsor EMS (EMS).

II.

Payment by Windsor EMS for Emergency Dispatch Services

In consideration of the performance of the Services described herein, WINDSOR EMS shall pay CITY a monthly contract value of $1,500.00 in monthly payments due on the 15th of each month.

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase the CITY costs to supply Services, the actual direct and indirect financial impact of said laws shall be added to the monthly fee.

III.

Responsibilities of WINDSOR EMS

Windsor EMS (EMS) will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the CITY Police Department and Dispatch. Personnel and equipment must be equipped with an appropriately programmed radio. Radios must be programmed with an approved template provided by the City of Friendswood (CITY) to provide inter-operative communications.

Windsor EMS and City Dispatch will agree to protocols and procedures required for Services pursuant to this Agreement, including the following:

The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center. The dissemination of that information will be in the following protocol:

1. The primary form of incident notification (the alerts for a call for service) and incident data for service for Windsor EMS (EMS) will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz Motorola Apex radios and Motorola Minitor VHF (151.445/159.225 frequency) pagers. These radio and pager systems are intrinsically reliable and provide the responding EMS personnel with the most essential first responder information.

2. The secondary form of incident data information will be through the Police Department's CAD system. The CITY will provide access to CAD for all Windsor EMS call-for-service information and EMS billing requirements.

3. The additional method of incident notification and incident data information will be through WINDSOR EMS sponsored third-party applications, where members can subscribe to e-vendors for EMS call information and notifications on their personnel mobile devices. It will be at the discretion of WINDSOR EMS leadership what applications are utilized and in what manner. The application needs to be approved by the League City Consortium and any change in vendors needs to be communicated with the CITY. The use of these applications must be reviewed/audited at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.

4. A data transfer interface will be provided to allow CAD call information to be populated into incident reporting systems including those used for EMS Billing and patient care reports.

IV.

Responsibilities of the City of Friendswood

CITY shall provide the following to WINDSOR EMS:

(a.) 9-1-1 dispatch services in MUD 55 by the Friendswood Police Department Communications Division.

V.

Contract Default

The monthly fee set forth in Paragraph II of this Agreement is payable upon execution of this Agreement, and on the 15th of each month thereafter. If Windsor EMS has not paid any of the compensation described in Paragraph II within the time allowed by this Paragraph it shall be considered in default. In the event of default by Windsor EMS, all emergency communications services to be provided by the City of Friendswood under this agreement may be suspended ninety (90) days after written notice of default is given to Windsor EMS. The default may be cured by full payment of all past due fees and collection charges within thirty (30) days after suspension of service, where upon emergency communications services shall be restored. If Windsor EMS is in default two or more times after the inception of this Agreement, it is subject to forfeiture of all rights under this Agreement and to permanent loss of all rights to receive emergency communications services from the City of Friendswood. Under no circumstances shall the City of Friendswood accept liability for providing or failure to provide emergency communication services to Windsor EMS for being in default as per the terms of this Agreement.

V.

Governing Laws

The obligations of the City of Friendswood and Windsor EMS shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising out of the performance of this Agreement shall lie in court of competent jurisdiction in Galveston County, Texas.

VI.

Entire Agreement and Severability

This Agreement and any amendments thereto, contain the entire agreement between the City of Friendswood and Windsor EMS for emergency dispatch services. No variations, modifications or changes shall be binding unless in writing. The phrases, clauses, sentences, paragraphs or sections of this agreement are severable and, if any phrase, clause, sentence paragraph, or section of this agreement should be declared invalid by the final decree or judgment

of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

VII.

Indemnification and Insurance

Windsor EMS (EMS) agrees to indemnify, defend, and hold harmless the City of Friendswood (CITY), its officers, officials, agents, and employees from and against any and all claims, loss, damages, suits, causes of action, or liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of, or in conjunction with the work done by or caused by, or any acts or omissions of Windsor EMS (EMS), its officers, employees, agents or subcontractors, relating to any of the EMS duties, obligations, or its performance under this Agreement.

Insurance Requirements:

Windsor EMS (EMS) agrees to keep the following Insurance in full force and effective during the term of this Agreement and name the City of Friendswood (CITY) as an additional insured:

Comprehensive General Liability: occurrence type insurance:

1. Bodily injury $500,000 single limit per occurrence or $500,000 each person/$500,000 per occurrence.
2. Property Damage $100,000 per occurrence.
3. Minimum aggregate policy year limit $1,000,000.

Windsor EMS (EMS) will notify City at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to City at least ten (10) days following coverage renewals or changes.

VIII.

Term

The initial term of this Agreement shall begin on October 1, 2019 (Effective Date) and shall be in force and effect for three (3) years, ending on September 30, 2022. The Agreement may be extended for two (2) intervals of one (1) year each, upon mutual agreement of the governing body of Parties.

VIIII.

Termination

This Agreement may be terminated in the following ways:

(a.) After the initial term or agreed extensions of this Agreement has expired, CITY or WINDSOR EMS may terminate this Agreement by giving the other party at least one

hundred eighty (180) days prior written notice of the termination. CITY must continue to provide service to WINDSOR EMS (EMS) during this time; or

(b.) This Agreement may be terminated upon written, mutual agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

CITY OF FRIENDSWOOD, TEXAS

BY: _____

Mike Foreman, Mayor

ATTEST:

BY: _____

Melinda Welsh, City Secretary

CITY OF FRIENDSWOOD STATE OF TEXAS

WINDSOR EMS, INC.

BY: _____

Ryan Lynn, Chief Operating Officer

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 9/26/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-37: (Title: Second and Final reading of an ordinance amending the zoning classification for a tract or parcel containing 156.4717 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein)** An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 156.4717 acres of land along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts: 1)96.944 acres in the Mary Fabreau survey, abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and 2)59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

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

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Future Land Use Map identifies this property as Low Density in accordance with the zoning that is currently assigned to the property, as well as, the proposed zone change. With the current zoning, the property is zoned Single Family Residential (SFR) allowing for lot sizes ninety (90) feet and greater. The proposed zone change would maintain a residential use while providing for mixed lot sizes ranging from sixty (60) to ninety (90) feet wide.

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

RECOMMENDATIONS

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

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

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

ATTACHMENTS

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

(Title: An ordinance amending the zoning classification for a tract or parcel containing 156.4717 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein.)

ORDINANCE NO. T2019-37

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 156.4717 ACRES OF LAND ALONG THE FUTURE FRIENDSWOOD LAKES BOULEVARD BETWEEN WEST RANCH AND FRIENDSWOOD LAKES SUBDIVISIONS, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) AND PLANNED UNIT DEVELOPMENT (PUD 2019-11) TO A REVISED PLANNED UNIT DEVELOPMENT (PUD) FOR A RESIDENTIAL DEVELOPMENT, "AVALON AT FRIENDSWOOD" CONSISTING OF THE FOLLOWING TRACTS: 1) 96.944 ACRES IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, BEING ALL OF A 97 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CYPRESS CREEK HOLDINGS, LTD., IN GALVESTON COUNTY, FRIENDSWOOD, TEXAS; AND 2) 59.5277 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC, GALVESTON COUNTY, FRIENDSWOOD, TEXAS; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * * *

WHEREAS, Constance Cleaves Brakebill, Catherine Mahon, Virgina P. Cleaves, Wilbur R. Cleaves, Melissa Cleaves Benson, and Cypress Creek Holdings Ltd., acting by and through Janet Cleaves Acord, are the Owners of a 96.944 acre parcel of land, being all of a 97 acre tract

of land described in a deed to Cypress Creek Holdings, Ltd. in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas; and Yellowstone Hill Country Ranching LLC, acting by and through Charles Gregory Evans, is the owner of 59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching LLC in Clerk's file number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, (the "Property") is also depicted in Exhibit "A" incorporated herein by reference, including warranty deeds, surveys and metes and bounds descriptions, location map, zoning map and aerial map; and

WHEREAS, the Owners previously made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) to allow for a private, gated residential development with varying lot sizes, to be known as Avalon at Friendswood pursuant to the PUD document, area map and schematic development plan attached hereto included in Exhibit "B"; and

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

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

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

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

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

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

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein. This rezoning is specifically conditioned upon Owner's full compliance with Appendix C, Zoning Ordinance, Section 7. "Schedule of District Regulations," J. "Planned Unit Development, General Purpose and Description," paragraph 7.c.2 (Option 2).

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

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

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

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

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

PASSED, APPROVED, and ADOPTED on second and final reading this 4th day of November, 2019.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

Exhibit “A”

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

Exhibit “B”

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

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 7670 Woodway Drive Suite 162

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

Owner's Email Address: adam@hillhubbarddevelopment.com

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

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

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

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

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

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

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

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

Received By:	BSummers	Application Number:	
Date of Public Hearing:	9-12-19	Received Date:	8-12-19
Property Owner Notices:	8-30-19	Newspaper Notice:	8-19-19
		Sign on Property:	8-30-19

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
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Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-731-4201

Owner's Mailing Address: 204 Woodlawn

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

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

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

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

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

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

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

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

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

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

Revised 11-01-18

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: _____

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

Owner's Email Address: _____

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

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

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

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

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

Owner's Signature Dirk A. Weems, Pres. of Cypress Creek GP, Inc., general Partner of Cypress Creek Holdings, Ltd. Date: 6/1/19

Agent's Signature: Kathryn Parker Date: 5/6/19

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

Revised 11-01-18

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
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Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 90 Alton Rd. 3001

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

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

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

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

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

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

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

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

Owner's Signature [signature] Date: 6/2/2019

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

Application Number: _____

Received By: _____ Received Date: _____

Date of Public Hearing: _____ Newspaper Notice: _____

City of Friendswood – Community Development
910 S. Friendswood-Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Wilbur R. Cleaves Phone: 361 8150302

Owner's Mailing Address: 241 Rosebud Avenue

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

Owner's Email Address: tedcleaves@yahoo.com

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

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

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

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

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

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

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

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

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

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 13500 Goldenwave Loop

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

Owner's Email Address: virginacleaves@sbcglobal.net

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

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

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

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

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

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

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

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

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

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR / PUD

TYPE OF ZONE CHANGE (check one):

- ☐ Land Use Change to Zone: _____
- ☐ Planned Unit Development Option 1
- ☒ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Melissa Benson Phone: 214 450 5219

Owner's Mailing Address: 10058 Circleview Drive

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

Owner's Email Address: melissabenson20@gmail.com

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

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

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

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

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

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

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

Agent's Signature: Kathryn Parker Date: 5/6/19

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

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

TRUSTEES' SPECIAL WARRANTY DEED

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

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

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

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

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

FILED AND RECORDED

Instrument Number: *2018062322*

Recording Fee: 38.00

Number Of Pages:5

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

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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

2011019071

5 PGS

SPECIAL WARRANTY DEED

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

STATE OF TEXAS X

X KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON X

THAT JANET CLEAVES ACORD, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD NONEXEMPT TRUST II, Janet Cleaves Acord as Trustee of the JANET CLEAVES ACORD 1993 EXEMPT TRUST, and Janet Cleaves Acord as the Trustee of the 1993 NONEXEMPT TRUST (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and NO/100 Dollars ($10 00) cash and other good and valuable consideration in hand paid by the below mentioned GRANTEE, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CYPRESS CREEK HOLDINGS, LTD., a Texas limited partnership, (herein referred to as "Grantee") the following undivided interests in all of Grantors' interest in and to the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property")

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

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

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

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

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

GRANTORS

JANET CLEAVES ACORD

Janet Cleaves Acord

Janet Cleaves Acord

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

Janet Cleaves Acord, Trustee

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

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

Janet Cleaves Acord, Trustee

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

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

Janet Cleaves Acord trustee

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

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

STATE OF TEXAS X

X

COUNTY OF HARRIS X

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

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

Notary Public, State of Texas

PHONG Q. PHAM
NOTARY PUBLIC STATE OF TEXAS
04-27-2014

After recording, please return to:

Dinah Weems

614 Lindenwood Drive

Houston, Texas 77024

EXHIBIT "A"

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

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

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

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

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

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

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011019071

April 14, 2011 01 27 31 PM

FEE $32 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Hunt §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

0475309 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____ Manag Partner
Wilbur R Cleaves, Managing Parther

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

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

PAID

0475688 01
004092-000000

Exhibit "A"

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By: _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

0475682 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045577
KERN_S $15.00
Mary Ann Daigle COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____ Managing Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

PAID

0475686 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgle

2004 JUL 09 09:51 AM 2004045578
KERN_S $15.00
Mary Ann Dalgle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

PAID

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

0475681.01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Hilas §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

0444562 01
000344-000000

Exhibit "A"

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 3 634% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property").

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

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

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

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

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

GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP

By _____ Managing Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

0475311 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____ Manag Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Weces §
§

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

0475493 01
004092-000000

Exhibit "A"

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____ Manag Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Wilcox §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

PAID

0475490 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Weld §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

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

0475672 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Harris §
§

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

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

0475682 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Wheeler §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

BELINDA S. GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

Belinda S. Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

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

0475680 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

Belinda S Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

BELINDA S. GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

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

0475495 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

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

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

THE STATE OF TEXAS §
COUNTY OF Hueco §
§

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

After recording, please return to:

PAID

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

0475673 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045589
KERN_S $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Wilson §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

NOTARY PUBLIC IN AND FOR THE STATE OF T E X A S

BELINDA S GONZALEZ
Notary Public, State of Texas
My Commission Expires
January 24, 2007

PAID

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

0475498 01
004092-000000

Exhibit "A"

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

GF# 1873-10-1065
American Title Co.
349 E Parkwood 281-996-8839
Friendswood, TX 77546

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

17 PGS

2010059686

SPECIAL WARRANTY DEED

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

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

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

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

This Deed is subject to the following terms and provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

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

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

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

MADELINE J. SCHUMAKER
Notary Public,
State of Texas
Comm. Exp. 03-31-1

_____
Notary Public

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

MADELINE J SCHUMAKER
Notary Public,
State of Texas
Comm. Exp. 03-31-13

_____
Notary Public

HOU 3059373 5

GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company
By _____
Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

(Seal and Expiration Date)

PAULINE JOHNSON
My Commission Expires
December 14, 2012

Pauline Johnson
Notary Public

RETURN TO

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

LIST OF EXHIBITS·

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

HOU 3059373 5

EXHIBIT A

Property Description

TRACT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a ½ inch iron rod found at the Easterly comer of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

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

TRACT"B"

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

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

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

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

THENCE S00 deg,-33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 rnin -28 sec W (called S88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

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

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

HOU 3059373 5

EXHIBIT B

Permitted Encumbrances

As to Tract A

1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682

5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

7 All those certain buffers, utility, drainage, water line(s), etc , easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas

9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No 9510390

10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391

3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

1 Subject to the zoning ordinances now in force in the city of any governing municipality

2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

a Rights or claims, if any of fence(s) traversing the utility easement(s)

b Genesis pipeline markers across Tract 1 that lies within the roadway

c Overhead electric, towers and guy anchors affecting Tract 1

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

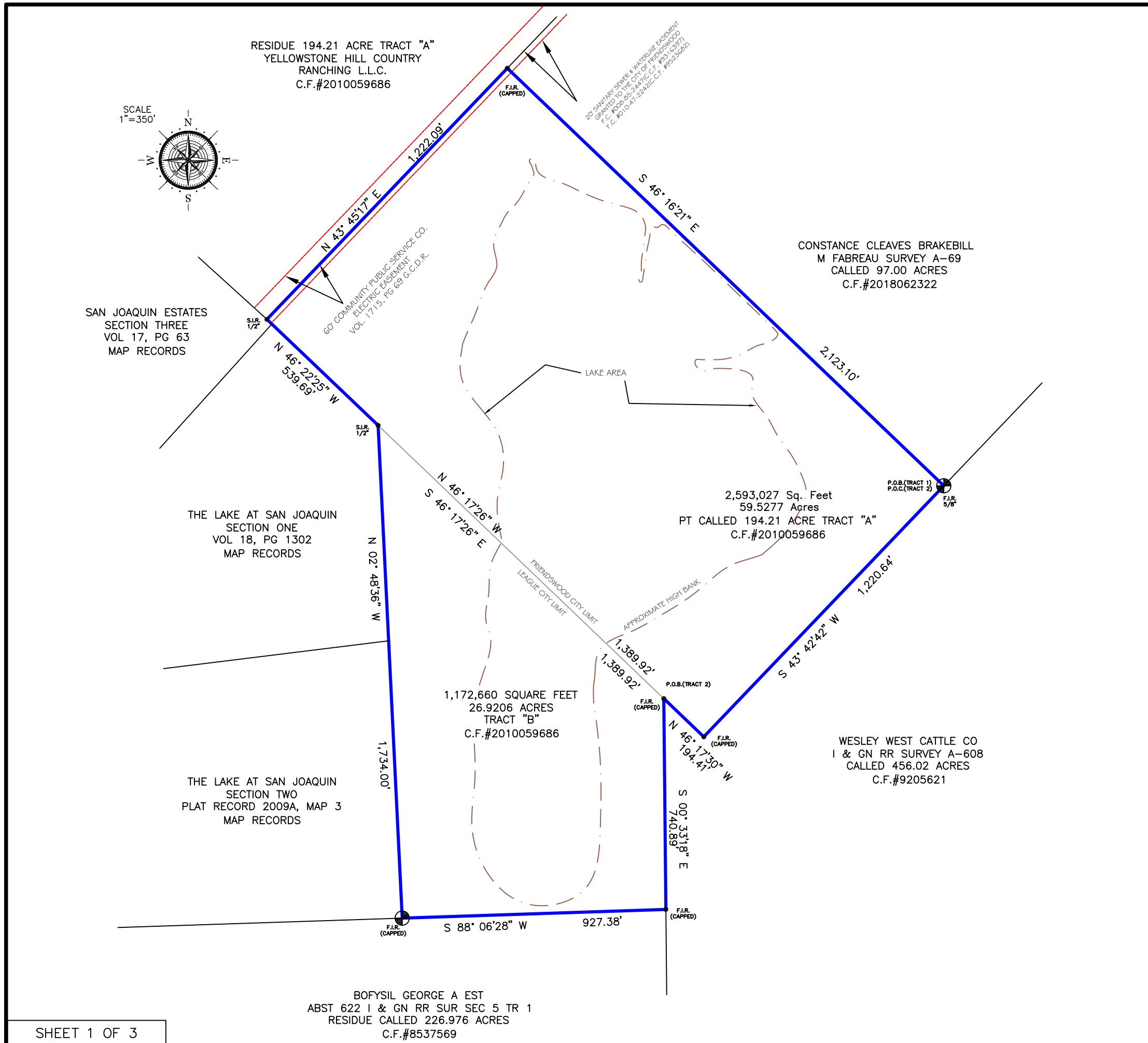
2010059686

December 01, 2010 01 41 12 PM

FEE $76 00

Mary Ann Daigle, County Clerk

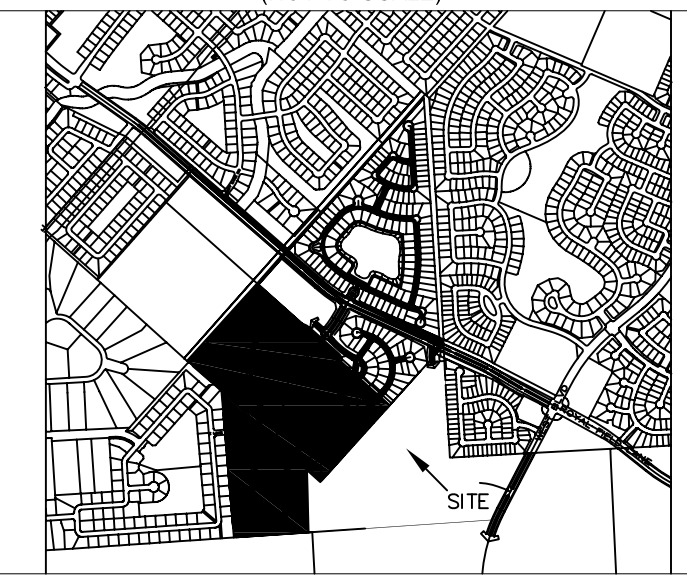
Galveston County, TEXAS



SHEET 1 OF 3

THIS SKETCH IS INCORPORATED BY REFERENCE AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

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

TRACT 2:
A TRACT OF LAND CONTAINING 26.9206 ACRES (1,172,660 SQUARE FEET) OUT OF AND BEING PART OF A CALLED FIRST TRACT CONVEYED TO GEORGE A BOFYSIL, JR AS RECORDED IN CLERK'S FILE NUMBER 8537569 OF THE OFFICIAL REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS AND BEING SITUATED IN THE I & G N R R, SURVEY NO 5, ABSTRACT NO 622, GALVESTON COUNTY, TEXAS, SAID 26.9206 ACRES BEING DESCRIBED AS TRACT "B" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED

DATE 07/09/2019

STERLING CREEK LAKE TRACT

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

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

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

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

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

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

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

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

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

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

SEE PROJECT # PS1901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC, P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,

STATE OF TEXAS §

COUNTY OF GALVESTON §

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

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

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

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

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

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

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

Note:

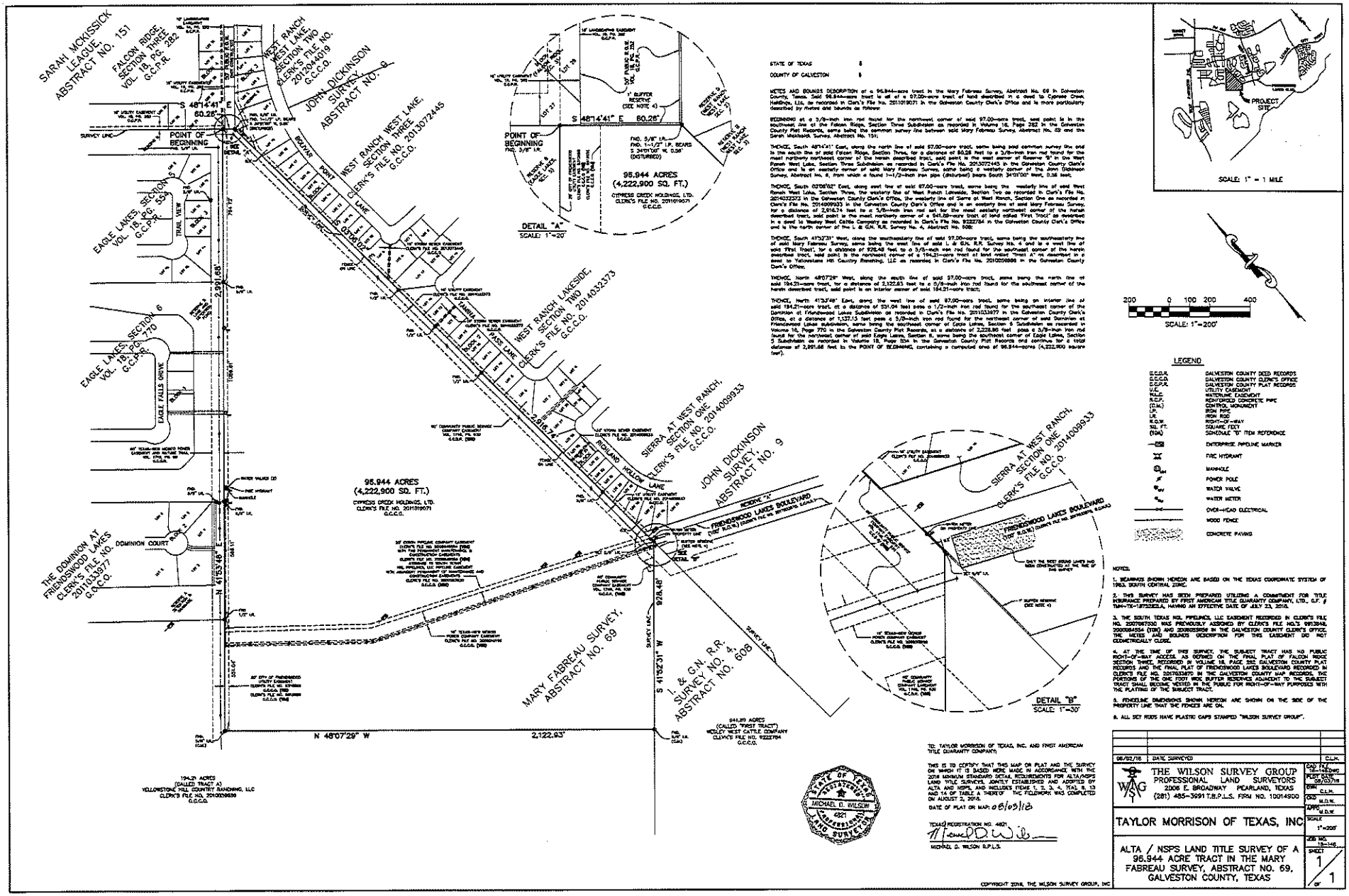
1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract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

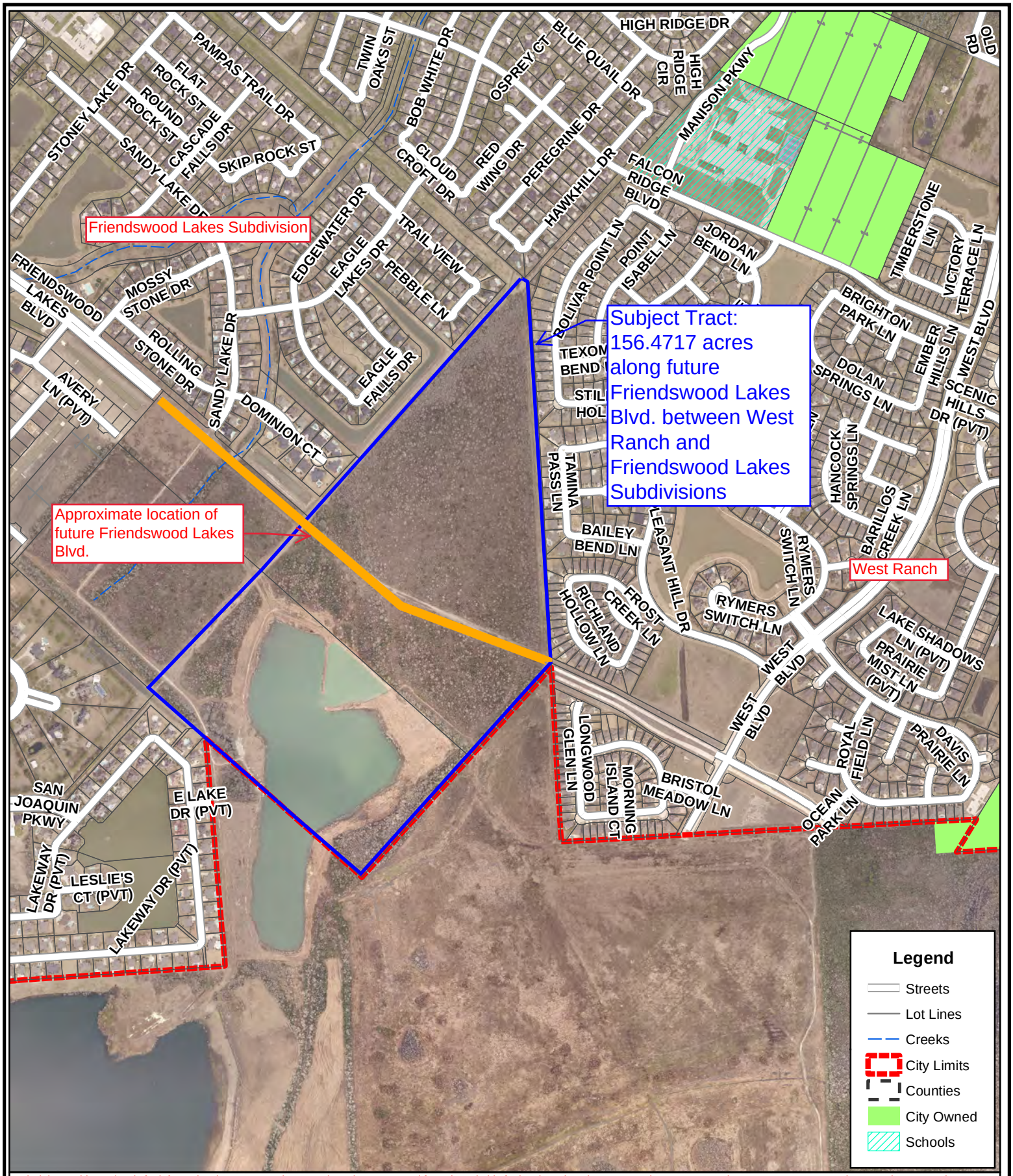
The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

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

08/03/18

STATE OF TEXAS
REGISTERED
MICHAEL D. WILSON
4821
PROFESSIONAL
LAND SURVEYOR


SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151
FALCON RIDGE, SECTION THREE, VOL. 18, PG. 282 G.C.P.R.
WEST RANCH WEST LAKE, SECTION TWO 2012044019 G.C.C.O.
JOHN DICKINSON SURVEY, ABSTRACT NO. 9
WEST RANCH WEST LAKE, SECTION THREE CLERK'S FILE NO. 2013072445 G.C.C.O.
EAGLE LAKES, SECTION 5 VOL. 18, PG. 55 G.C.P.R.
EAGLE LAKES, SECTION 6 VOL. 18, PG. 770 G.C.P.R.
WEST RANCH LAKESIDE, SECTION TWO CLERK'S FILE NO. 2014032373 G.C.C.O.
SIERRA AT WEST RANCH, SECTION ONE CLERK'S FILE NO. 2014009933 G.C.C.O.
THE DOMINION AT FRIENDSWOOD LAKES CLERK'S FILE NO. 2011033877 G.C.C.O.
POINT OF BEGINNING
S 48°14'41" E 60.26'
95.944 ACRES (4,222,900 SQ. FT.)
CYPRESS CREEK HOLDINGS, LTD. CLERK'S FILE NO. 2011019071 G.C.C.O.
DETAIL "A" SCALE: 1"=20'
DETAIL "B" SCALE: 1"=30'
FRIENDSWOOD LAKES BOULEVARD
MARY FABREAU SURVEY, ABSTRACT NO. 69
L. & G.N. R.R. SURVEY NO. 4, ABSTRACT NO. 608
N 48°07'29" W 2,122.93'
S 41°52'31" W 928.48'
N 41°53'48" E 2,906.61'
PROJECT SITE
SCALE: 1" = 1 MILE
SCALE: 1"=200'
LEGEND
G.C.D.R. GALVESTON COUNTY DEED RECORDS
G.C.C.O. GALVESTON COUNTY CLERK'S OFFICE
G.C.P.R. GALVESTON COUNTY PLAT RECORDS
U.E. UTILITY EASEMENT
W.E.E. WATERLINE EASEMENT
R.C.P. REINFORCED CONCRETE PIPE
(C.M.) CONTROL MONUMENT
I.P. IRON PIPE
I.R. IRON ROD
R.O.W. RIGHT-OF-WAY
SQ. FT. SQUARE FEET
(10A) SCHEDULE "B" ITEM REFERENCE
ENTERPRISE PIPELINE MARKER
FIRE HYDRANT
MANHOLE
POWER POLE
WATER VALVE
WATER METER
OVER-HEAD ELECTRICAL
WOOD FENCE
CONCRETE PAVING
NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, LTD., G.F. # TMH-TX-1873282-A, HAVING AN EFFECTIVE DATE OF JULY 23, 2015.
3. THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 2007067030 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO.'S 0913242, 2000084554 (10A) AND 2008025808 IN THE GALVESTON COUNTY CLERK'S OFFICE. THE NOTES AND BOUNDS DESCRIPTION FOR THIS EASEMENT DO NOT GEOMETRically CLOSE.
4. AT THE TIME OF THIS SURVEY, THE SUBJECT TRACT HAS NO PUBLIC RIGHT-OF-WAY ACCESS, AS DEFINED ON THE FINAL PLAT OF FALCON RIDGE SECTION THREE, RECORDED IN VOLUME 18, PAGE 282 GALVESTON COUNTY PLAT RECORDS AND THE FINAL PLAT OF FRIENDSWOOD LAKES BOULEVARD RECORDED IN CLERK'S FILE NO. 2017033870 IN THE GALVESTON COUNTY MAP RECORDS. THE PORTIONS OF THE ONE FOOT WIDE BUFFER RESERVES ADJACENT TO THE SUBJECT TRACT SHALL BECOME VESTED IN THE PUBLIC FOR RIGHT-OF-WAY PURPOSES WITH THE PLATTING OF THE SUBJECT TRACT.
5. FENCELINE DIMENSIONS SHOWN HEREON ARE SHOWN ON THE SIDE OF THE PROPERTY LINE THAT THE FENCES ARE ON.
6. ALL SET RODS HAVE PLASTIC CAPS STAMPED "WILSON SURVEY GROUP".
STATE OF TEXAS
COUNTY OF GALVESTON
TO: TAYLOR MORRISON OF TEXAS, INC. AND FIRST AMERICAN TITLE GUARANTY COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 13 AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 3, 2015.
DATE OF PLAT OR MAP: 08/03/16
TEXAS REGISTRATION NO. 4821
MICHAEL D. WILSON R.P.L.S.
STATE OF TEXAS REGISTERED MICHAEL D. WILSON 4821 PROFESSIONAL LAND SURVEYOR
08/03/16 DATE SURVEYED C.L.H.
THE WILSON SURVEY GROUP
PROFESSIONAL LAND SURVEYORS
2006 E. BROADWAY PEARLAND, TEXAS
(281) 485-3691 T.B.P.L.S. FIRM NO. 10014500
CAD FILE 16-146DWG
PLOT DATE 08/03/16
DRW. C.L.H.
CKD. M.D.W.
APP. M.D.W.
SCALE 1"=200'
JOB NO. 16-146
SHEET 1 OF 1
TAYLOR MORRISON OF TEXAS, INC
ALTA / NSPS LAND TITLE SURVEY OF A 95.944 ACRE TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS
COPYRIGHT 2016, THE WILSON SURVEY GROUP, INC



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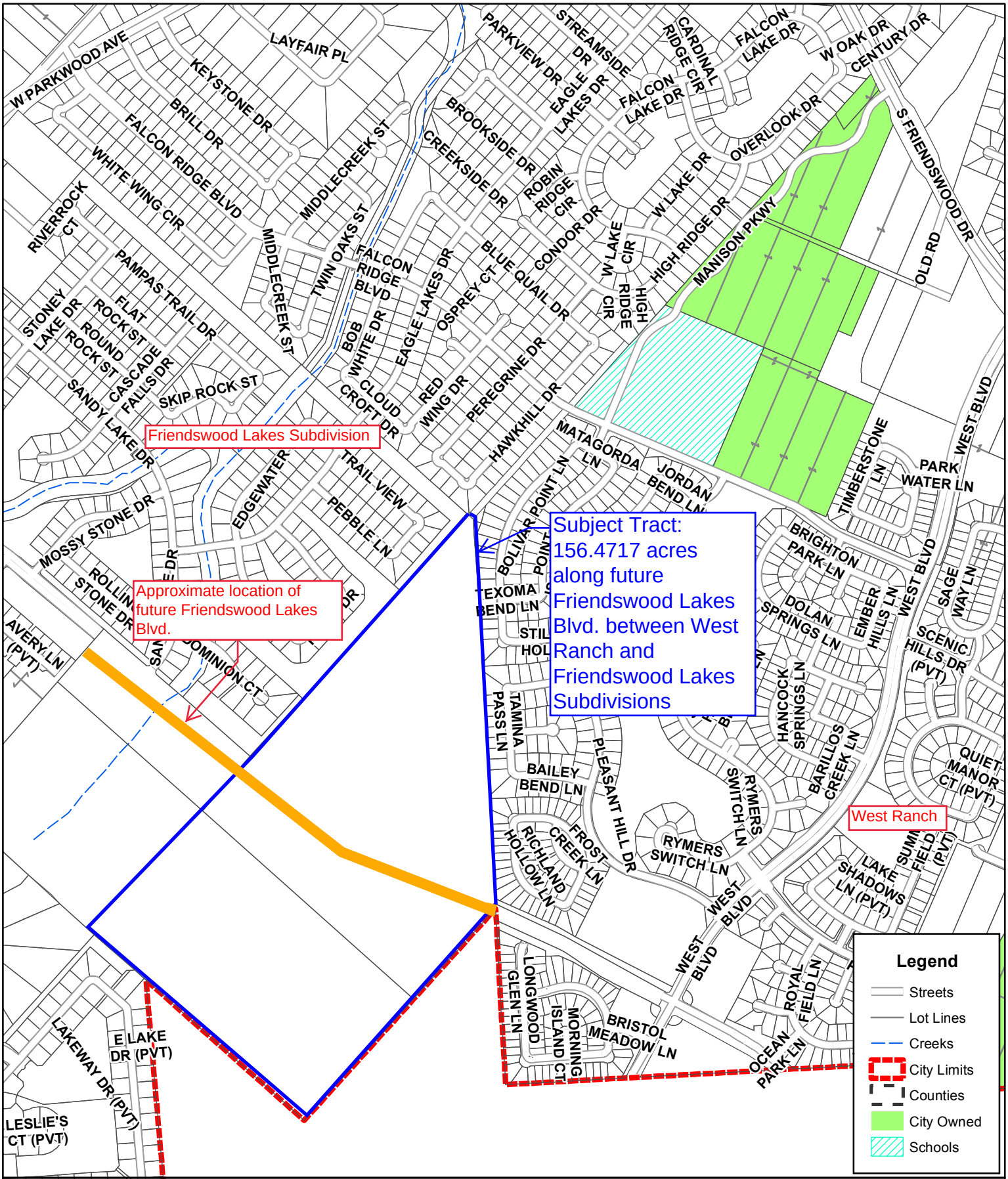
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping

1 " = 945 '



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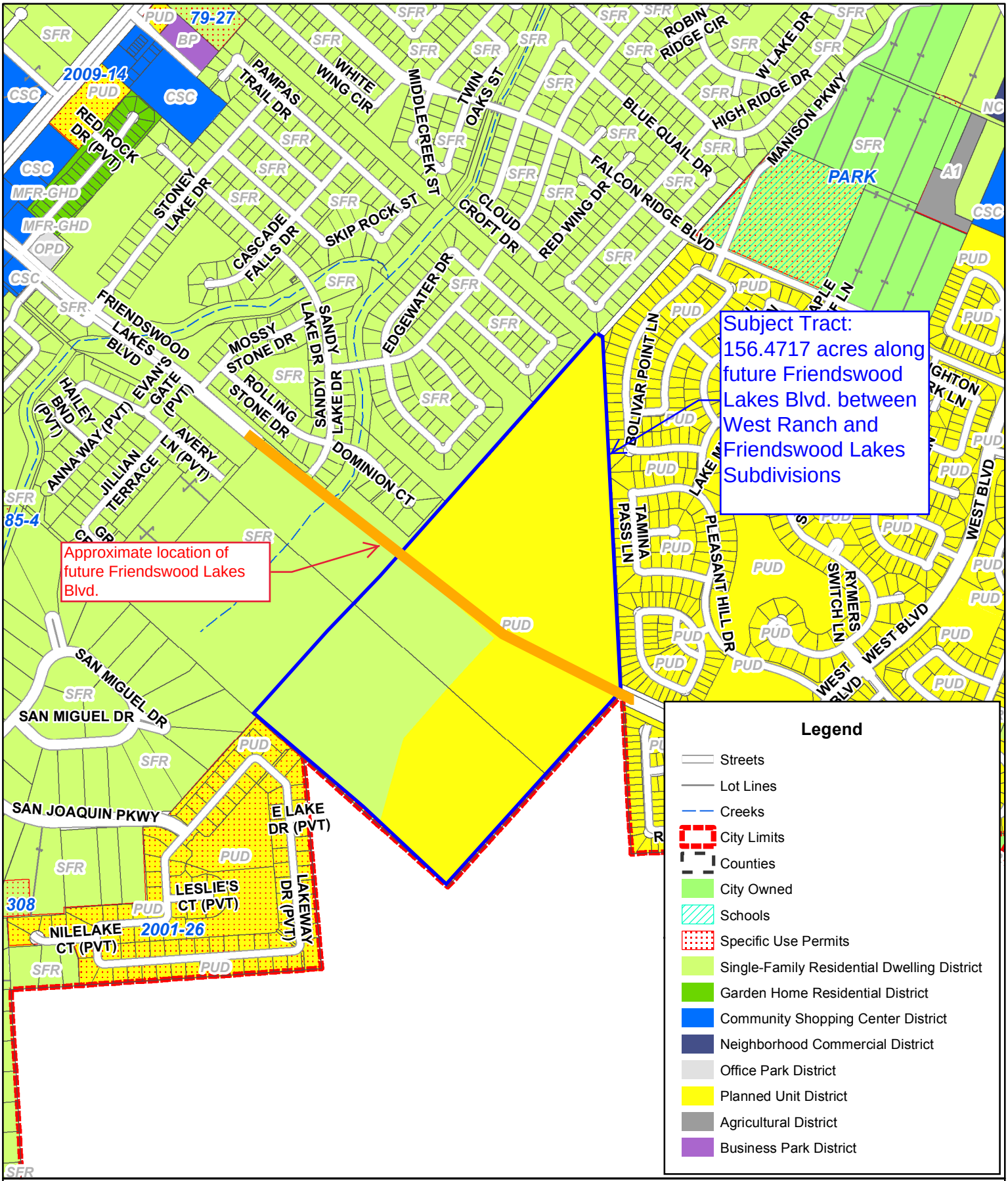

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City of Friendswood
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Friendswood GIS Mapping

1 " = 1,039 '

AVALON AT FRIENDSWOOD

PLANNED UNIT DEVELOPMENT

AMENDMENT NO. 1

± 156.47 Acres

Prepared For:

Taylor Morrison

PREPARED BY:

META
PLANNING + DESIGN

24275 Katy Freeway, Suite 200
Katy, TX 77494

APPROVED: May 2019
AMENDED: September 2019

TABLE OF CONTENTS

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- b. Location and Existing Conditions

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- b. Signage
- c. Amenities/Open Space
- d. Phasing/Development Schedule

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- b. Conceptual Development Plan

I. INTRODUCTION

Purpose

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

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a ± 156.47 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and a portion lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

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

II. PROJECT DESCRIPTION

Character of Community

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

Land Use

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

Permitted Uses

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

III. DEVELOPMENT GUIDELINES

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

Residential Development Regulations

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

1) Lot Regulations -
   1.

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

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

2) Lake Lots
   1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
   2. A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.
3) Cul de Sacs and knuckles
   1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
   2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
      a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided

4) Points of Access
    1. Any development over seventy-five (75) lots must have two points of access.
        a. A second point of access may be provided thru the following methods
            i. Public or private right of way
            ii. Boulevard entrance
            iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
5) Gated Development
    1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
6) Lake/Detention Maintenance

    1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
    2. An easement will be established at the rear of the lots to allow for rising water during periods of heavy storm water detention. Fences are allowed in the easement so long as gates are installed in the side fences that extend across the easement down to the water.

Signage

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

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

Amenities

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

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

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

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

Phasing and Development

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

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

IV. EXHIBITS

Exhibit A – Area Map
Exhibit B – Conceptual Development Plan

META PLANNING + DESIGN
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EXHIBIT A

a schematic development plan for

AVALON AT FRIENDSWOOD

±156.47 ACRES OF LAND

prepared for

TAYLOR MORRISON

META PLANNING + DESIGN
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
JULY 01, 2019

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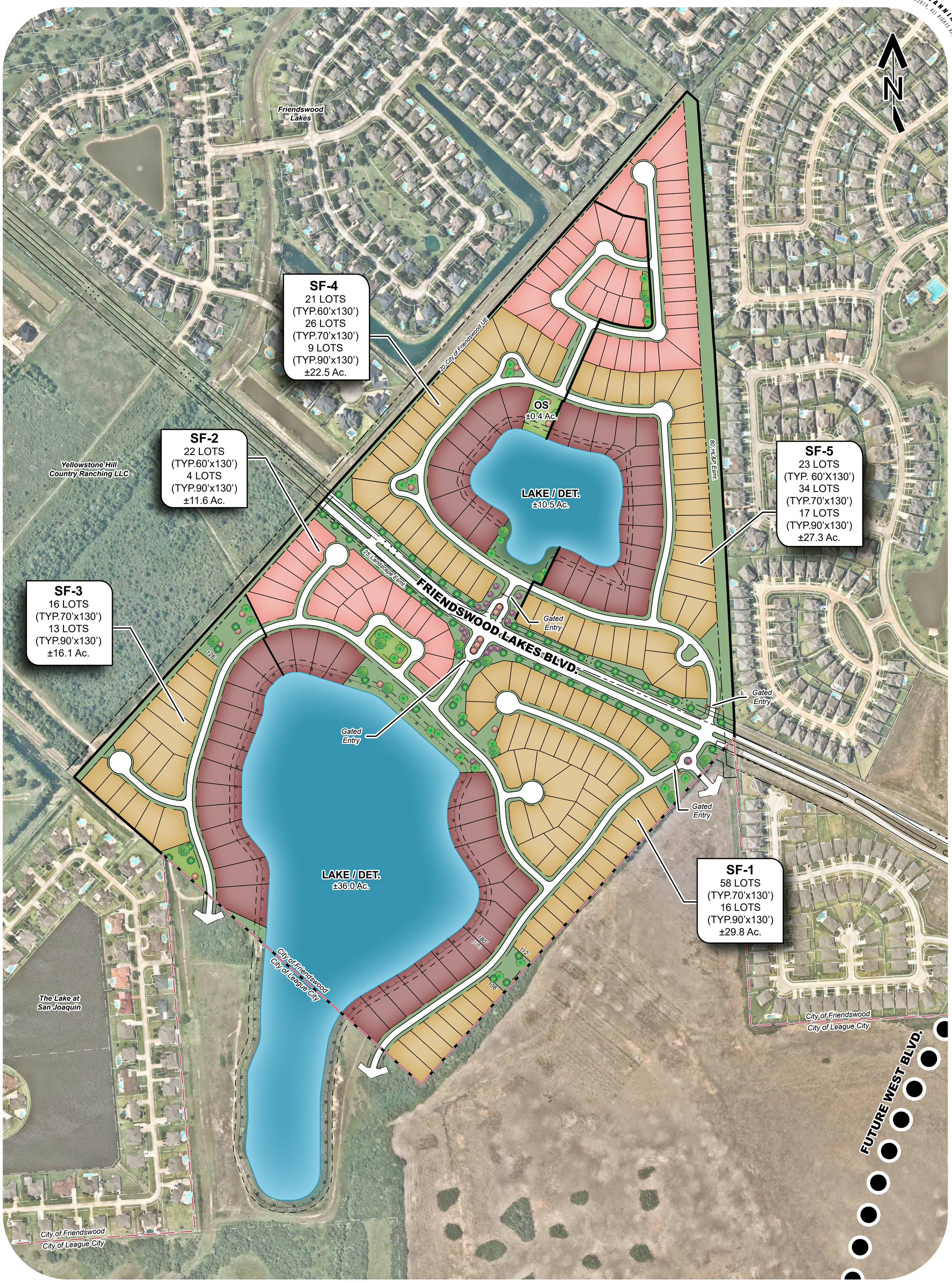

LOT SUMMARY - FRIENDSWOOD

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

TOTAL 259 LOTS

EXHIBIT B

a schematic development plan for

AVALON AT FRIENDSWOOD

±156.47 ACRES OF LAND

prepared for

TAYLOR MORRISON

META PLANNING + DESIGN
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 100 200 400

MTA-4711A
JULY 31, 2019

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META PLANNING + DESIGN

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/15/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-41: (Title: First reading of an ordinance amending Sec. 30-84 and Sec. 30-118 of the Code of Ordinances pertaining to the International Fire Code and Life Safety Code, respectively**) An ordinance amending the Code of Ordinances, Chapter 30, Fire Protection and Prevention, by amending Section 30-84 entitled "International Fire Code Adopted; Amendments" and amending Section 30-118 entitled "Life Safety Code Adopted"; providing for severability and an effective date.

Originating Department: Fire Marshal

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In order to maintain the City's current ISO rating, an update is needed to the City's fire and life safety codes currently in effect. The City is now on the 2012 International Fire Code and the NFPA Life Safety Code 101. Failure to stay within a six year window will result in an unfavorable scoring the next time the City is evaluated by the ISO.

Additionally, neighboring communities within the Houston Metro Area have already adopted newer editions of the aforementioned codes. By moving to the 2018 Codes, the City will maintain a level of consistency for which contractors in the community are accustomed to.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Benefits to the community include maintaining an ISO rating helpful for lowering the insurance rates throughout the community.

RECOMMENDATIONS

It is recommended that Council approve the draft ordinance adopting the 2018 International Fire Code and the NFPA Life Safety Codes with amendments.

ATTACHMENTS

1. Ord 2019-41 Amending Code of Ordinances Sec 30-84 and Sec 30-118

(Title: An ordinance amending Sec. 30-84 and Sec. 30-118 of the Code of Ordinances pertaining to the International Fire Code and Life Safety Code, respectively.)

ORDINANCE NO. T2019-41

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 30, FIRE PROTECTION AND PREVENTION, BY AMENDING SECTION 30-84 ENTITLED "INTERNATIONAL FIRE CODE ADOPTED;AMENDMENTS" AND AMENDING SECTION 30-118 ENTITLED "LIFE SFETY CODE ADOPTED"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

* * * * * * * * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the "City") seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly and healthful development of the City; and

WHEREAS, the City Council finds that it is in the City's best interest to amend the Code of Ordinances, Chapter 30, Fire Protection and Prevention by adopting the 2018 Editions of the International Fire Code and the Life Safety Code; and

WHEREAS, the City Council finds and determines that the following amendment will promote the public health, safety and welfare of the citizens of the City.

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

Section 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and welfare of the citizens of the City.

<u>Section 2</u>. That Chapter 30 of the Code of Ordinances entitled "Fire Protection and Prevention" is hereby amended by amending Section 30-84, to read as follows:

"**Sec. 30-84. – International Fire Code adopted; amendments.**

Sec. 30-84. - International Fire Code adopted; amendments.

The International Fire Code, 2018 Edition, including appendices B through N, Excluding J, as published by the International Code Council, Inc., an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this division, except as follows:

(1) Section 101.1 is hereby amended to read as follows:

101.1 *Title.* These regulations shall be known as the Fire Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

(2) Section 108 is hereby amended to read as follows:

108 *Board of appeals.* The city zoning board of adjustment and appeals shall act as the fire and life safety code board of adjustment and appeals.

(3) Section 110.4 is hereby deleted in its entirety.

(4) Section 508.5.1 is hereby amended to read as follows:

508.5.1 *Where required.* Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.

(5) Section 903.2 is hereby amended to read as follows:

903.2 *Where required.* Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section, when the gross square footage of the building or structure exceeds 11,999 square feet, or when the area under one roof is capable of having two or more floors above or below grade with any one floor exceeding 5,999 square feet.

(6) Section 5001.7 is hereby amended to read as follows:

Section 5001.7. Required Specialized Engineered Plans. All group H occupancies shall be designed with the assistance of an engineer specializing in fire protection, licensed in the State of Texas.

<u>Section 3</u>. That Chapter 30 of the Code of Ordinances entitled "Fire Protection and Prevention" is hereby amended by amending Section 30-118, to read as follows:

"**Sec. 30-118. – Life Safety Code adopted.**

Sec. 30-118. - Life Safety Code adopted.

The 2018 Edition of the Life Safety Code, including all appendices thereto, as published by the National Fire Protection Association, Inc., an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this division, except as follows:

Section 24.3.5.1. is deleted from Chapter 24, One- and Two-Family Dwellings, Extinguishment Requirements.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. This ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on first reading this 4th day of November, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 2nd day of December, 2019.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: November 4, 2019

Date submitted: 9/17/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-42: (First reading of an ordinance amending the zoning classification for a tract or parcel containing 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard, as more fully described herein, to change Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD))** An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard; amending the zone classification from Single Family Residential (SFR) to Multi Family Residential – Garden Home District (MFR-GHD); providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations
C1. MFR-GHD, garden home residential, general purpose and description. The GHD, Garden Home Residential District, is intended to provide multifamily low-density dwelling units having open space between units which exceed existing normal multifamily buildings, with density not exceeding six units per acre. The intent of these regulations is to allow development of property which:

(1) May have limited area suitable for residential development due to geographical limitations;

(2) Have portions of the property subject to flooding; or

(3) Is located adjacent to a district of a different zoning designation, and for which the development as MFR-GHD would be appropriate as a buffer between incompatible land uses.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

The Planning and Zoning Commission voted 3-3 (Commissioners Matranga, Sasson and Perry opposed; Guenther was absent), following the public hearing held at the regular meeting on Thursday, October 17, 2019, providing for a negative recommendation. See recommendation memo for more details.

ATTACHMENTS

1. Ord 2019-42 Sterling Creek GHD
2. Ord 2019-42 Exhibit A

(Title: An ordinance amending the zoning classification for a tract or parcel containing 43.0673 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, Galveston County, Friendswood, Texas, along the future Friendswood Lakes Boulevard, as more fully described herein, to change Single Family Residential (SFR) to Multi-Family Residential – Garden Home District (MFR-GHD).

ORDINANCE NO. T2019-42

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, APPENDIX C – "ZONING," BY AMENDING THE ZONING CLASSIFICATION FOR A TRACT OR PARCEL CONTAINING 43.0673 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING, LLC, IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, GALVESTON COUNTY, FRIENDSWOOD, TEXAS, ALONG THE FUTURE FRIENDSWOOD LAKES BOULEVARD; AMENDING THE ZONE CLASSIFICATION FROM SINGLE-FAMILY RESIDENTIAL (SFR) TO MULTI-FAMILY RESIDENTIAL – GARDEN HOME DISTRICT (MFR-GHD); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * * *

WHEREAS, Yellowstone Hill Country Ranching, LLC, represented by Charles Gregory Evans, is the Owner of 43.0673 acres of land out of a called 194.21 acre tract of land known as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, in Clerk's File Number 2010059686 of the Galveston County Deed Records, said 194.21 acres being out of and a part of Lots 1-3, 13-16 and 19-20 of the David Fahey Subdivision as recorded in Volume 118, Page 417 and also being out of and a part of Lot 4 of the Burgess Subdivision as recorded in Volume 119, Page 14, both subdivisions being situated in the Geo Patterson Survey, Abstract Number 645 and

the Mary Fabreau Survey, Abstract Number 69, Galveston County, Texas; said 43.0673 acre tract being fully out of and part of said Lot 4 of the Burgess Subdivision, Galveston County, Friendswood, Texas, as also depicted in Exhibit "A" incorporated herein by reference, (the "Property"); and

WHEREAS, the Owner previously made application to the City to change the zoning classification of the Property from Single-Family Residential (SFR) to Multi-Family Residential-Garden Home District (MFR-GHD); and

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

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

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

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

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

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

Section 2. The Friendswood City Code, Appendix C, "Zoning," Section 3, "Provision for Official Zoning Map," is hereby amended, rezoning the Property identified in the attached Exhibit "A", from Single-Family Residential (SFR) to Multi-Family Residential-Garden Home District (MFR-GHD), but otherwise consistent and subject to the current Zoning Code, and related conditions contained therein.

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

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as conditioned and described above.

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

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

shall constitute a separate offense.

PASSED AND APPROVED on first reading this 4th day of November, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 2nd day of December, 2019.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed
3. Metes & Bounds Description
4. Aerial Map
5. Location Map
6. Zoning Map

Exhibit "A"

City of Friendswood – Community Development
910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

- ■ Land Use Change to Zone: MFR-GHD
- ☐ Planned Unit Development Option 1
- ☐ Planned Unit Development Option 2
- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: _____

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 770 South Post Oak Lane

City: Houston State: TX Zip: 77056 Fax _____

Owner's Email Address: NA

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

Agent's Mailing Address: PO Box 1549

City: Alvin State: TX Zip: 77512 Fax _____

Agent's Email Address: scott@danielscottengineering.com

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

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

Owner's Signature _____ Date: 6-6-19

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

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

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

Revised 10-28-15

GFW /873-10-1065
American Title Co.
349 E Parkwood 281-996-8839
Friendswood, TX 77546

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

17 PGS

2010059686

SPECIAL WARRANTY DEED

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

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

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

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

This Deed is subject to the following terms and provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

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

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

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

MADELINE J. SCHUMAKER
Notary Public,
State of Texas
Comm. Exp. 03-31-1

_____
Notary Public

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

MADELINE J SCHUMAKER
Notary Public,
State of Texas
Comm. Exp. 03-31-13

_____
Notary Public

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GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company
By _____
Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

(Seal and Expiration Date)

PAULINE JOHNSON
My Commission Expires
December 14, 2012

Pauline Johnson
Notary Public

RETURN TO

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

LIST OF EXHIBITS·

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

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EXHIBIT A

Property Description

TRACT "A"

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

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

THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston County and at the Northwest comer and Place of Beginning of the herein described tract,

THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One recorded In Volume 18, Page 1176 of the Galveston County Map Records at the most Northerly comer of this tract,

THENCE S 46 deg -22min -44 sec E, (called S 46 deg -23 min -49 sec E), along the said Southwesterly line of Friendswood Lakes, Section One and an Easterly line of this tract a distance of 717 47 feet (called 717 77) to a 5/8 Inch iron rod found at the called South corner of said Friendswood Lakes, Section One, the most Northerly corner of a called 2 0477 acre tract of land described in deed to Friendswood Lakes, Inc - in film code number 014-67-1510 and at an angle point of the hereon described tract,

THENCE S 62 deg -06 min 21 sec E (called S 62 deg -05 min -22 sec E), along the Southeasterly line of said called 2 0477 acre tract a distance of 836 42 feet (called 836 12 feet) to a 5/8 Inch iron rod found at the Southerly corner of said called 2 0477 acre tract, the Westerly corner of a called 32 4763 acre tract described in deed to Friendswood Lakes, Inc In film code 014-67 -1510 and an angle point of this tract,

HOU 3059373 5

THENCE S 47 deg -16 min -50 sec E (called 47 deg -17 min -03 sec E), along the Southwesterly line of the called 32 4763 acre tract a distance of 820 58 feet (called 820 80 feet), to a 5/8 iron rod found at the Southerly corner of the called 32 4763 acre tract and an angle point of the hereon described tract,

THENCE N 42 deg -41 min 10 sec E (called N 42 deg -42 min -57 sec E), along the Southeasterly line of the called 32 4763 acre tract, a distance of 253 77 feet (called 253 67 feet), in an iron rod with cap found in the Southwesterly line of Friendswood Lakes, Section Two, as recorded in Volume 18 Page 1366 of the Galveston County Map Records, at the Southeasterly comer of called 32 4763 acre tract and at an angle point of this tract,

THENCE S 47deg -16 min -31 sec E (called S47 deg -18 min -18 sec) along the Southwesterly line of said Friendswood Lakes, Section Two, a distance of 460 42 feet (called 459 83 feet) to a iron rod with cap found at a point of curvature to the left of Friendswood Lakes, Section Two and the hereon described tract,

THENCE in a Northeasterly direction along the arc of said curve to the left having a radius of 25 00 feet, a central angle of 89 deg -54 min -23 see (called 90 deg -00 min 54 sec) and an arc length of 39 23 feet (called 39 28 feet) to an iron rod with cap found at the Southwesterly corner of Sandy Lakes Boulevard, called 60 foot right-of-way at an interior comer of Friendswood Lakes, Section Two and this tract

THENCE S47 deg -17 min - 01 sec E (called S47 deg 18 min -18 sec E), along the Westerly line of Sandy Lakes Boulevard, a distance of 59 91 feet (called 60 00 feet) to an Iron rod with cap found at the Southerly comer of said Sandy Lakes Boulevard, at a point of curvature to the left and an Interior corner of the hereon described tract,

THENCE In a Southeasterly direction around said curve to the left having a radius of 25 00 feet, a central angle of 90 deg -11 min -52 sec (called 90 deg -00 sec -54 sec) and an arc length of 39 36 feet (called 39 28 feet) to an iron rod with cap found at a point of tangency in the Southwesterly line of Friendswood Lakes, Section Two and for an interior comer of this tract,

THENCE S 47deg -16 min -50 sec E (called S47 deg -18 min -18 sec E), along the Southwesterly line of Friendswood Lakes, Section Two a distance of 260 89 feet(called 260 75 feet) to an iron rod with cap found at the most Southerly corner of Friendswood Lakes, Section Two, the Westerly corner of a called 9 801 acre subdivision which is under construction and to be known as the Dominion at Friendswood Lakes and at an angle point for hereon described tract,

THENCE S 47deg,-14 min -38 sec, E (called S 47 deg -15 min -55 sec, E), along the Westerly line of said proposed subdivision, distance of 673 35 feet (called 673,57 feet) to an iron rod with cap found in the Northerly line of a tract of land described in Deed to

The Wilbur S, Cleaves Family Limited Partnership in film code number 011-61-0107, at the Southerly corner of the proposed subdivision and at the most Easterly corner of this tract,

THENCE S 43 deg,-45 min -17 sec W (called S43 deg -45 min 11 sec W), along the Northerly line of said Wilbur S Cleaves Family Limited Partnership tract, a distance of 550 62 feet (called 551 13 feet) to a 5/8 inch iron rod found at the Westerly line of said Cleaves Family Limited Partnership and at an angle point of the hereon described tract,

THENCE S46 deg -16 min,-21 sec E (called S46 deg -16 min-27 sec E), along the Westerly line of said Cleaves Family Limited Partnership tract and an Easterly line of this tract, a distance of 2123,10 feet to a 5/8 iron rod with cap set from which a nail inside of a 1 inch iron pipe found is 1 foot 11 inches Westerly and from which a 1" iron pipe found at the called East corner of Lot 21 of the David Fahey Subdivision bears N 43 deg -42 min - 42 sec E a distance of 929 11 feet (called 929,17 feet) and said 5/8 inch iron rod with cap set is in the Northerly line of called First Tract deeded to West Cattle Company in film code number 007-99-1074 and at the Southeasterly corner of this tract,

THENCE S43 deg -42 min -42 sec, W (called S43 deg -42 min,-50 sec W) along said Northerly line of the West Cattle Company tract, a distance of 1220 64 feet to a 5/8 inch iron rod set at an interior corner of the West Cattle Company tract and at an angle point of the hereon described tract,

THENCE N 46 deg -17 min -30 sec, W (called N 46 deg -17 min -22 sec W) along an interior line of the West Cattle Company tract a distance of 194 41 feet to a 5/8 inch iron with cap set at the most Northwesterly corner of the said West Cattle Company tract, the most Easterly corner of a 26 92 acre tract to be known as "Tract B" surveyed at the time as this tract at angle point of this tract,

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a ½ inch iron rod found at the Easterly corner of The Lake at San Joaquin Section One recorded in Volume 18, Page 1302 both of the Galveston County Map Records, the Northerly corner of "Tract B" and at an angle point of the for the hereon described tract,

THENCE N 46 deg -22 min,-26 sec W, along the Easterly line of said San Joaquin Estates, Sections One, Two and Three the Easterly line of Mission Estates, Section Three as recorded in Volume 18, Page 91 of the Galveston County Map Records and said Somerset Place, a distance of 4379 47 feet (called 4370 05 feet) to the Place of Beginning and containing 194 21 acres

TRACT"B"

A tract of land containing 1,172, 653 9 square feet out of and being part of a called first tract conveyed to George A Bofysil, Jr as recorded in film code number 004-10-2007 of the official real property records of Galveston County, Texas and being situated in the I & G N R R, Survey No 5, Abstract No 622, Galveston County, Texas with said 1,172,653 9 square feet being more particularly described in metes and bounds as follows

COMMENCING at a 5/8 inch iron rod found at the called North corner of Somerset Place Subdivision as recorded in Volume 18, Page 302 of the Galveston County Map Records,

THENCE S 46 deg -22 min -26 sec E, along the Easterly line of the aforementioned Somerset Place, at a distance of 575 67 feet (called 574 00 feet) pass an iron rod with cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston county and at the Northwest corner of a 194 21 acre tract of land to be known as "Tract A", surveyed at the same time as this tract and along the Easterly lines of Mission Estates, Section 3 as recorded in Volume 18, Page 91, San Joaquin Estates, Sections 1,2 and 3 as recorded in Volume 18, Page 63 and the Northeasterly line of The Lake at San Joaquin, Section One as recorded in Volume 18, Page 1302 all of the Galveston County Map records, a total distance of 4955 14 feet (called 4953 05 feet) to a 1/2 inch iron rod found at the Northerly corner of Said The Lake at San Joaquin, Section One, an angle point for said "Tract A" and at the Northerly corner and Place of Beginning of the herein described tract,

THENCE S 46 deg -17 min -26 see E (called S 46 deg -18 min -02 see E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389 91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S00 deg,-33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740 89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A Bofysil, Jr in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927 38 feet (called 926 80 feet) to an iron rod with cap found in the Northerly line of the

remainder tract, the Southerly corner of The Lake at San Joaquin, Section Two as recorded in Plat Record 2009A, Map Number 3 of the Galveston County Map Records at the Southwesterly corner of this tract,

THENCE N 02 deg -48 min -36 sec W (called N 02 deg -50 min -01 sec W), along the Easterly line of said The Lake at San Joaquin, Sections One and Two, a distance of 1734 00 feet (called 1733 69 feet) to the place of beginning and containing 26 92 acres

HOU 3059373 5

EXHIBIT B

Permitted Encumbrances

As to Tract A

1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682

5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

7 All those certain buffers, utility, drainage, water line(s), etc , easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas

9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No 9510390

10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391

3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

1 Subject to the zoning ordinances now in force in the city of any governing municipality

2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171

a Rights or claims, if any of fence(s) traversing the utility easement(s)

b Genesis pipeline markers across Tract 1 that lies within the roadway

c Overhead electric, towers and guy anchors affecting Tract 1

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010059686

December 01, 2010 01 41 12 PM

FEE $76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113

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METES AND BOUNDS DESCRIPTION
43.0673 ACRES (1,876,013 SQ. FT.) TRACT OUT OF
LOT 4, BURGESS SUBDIVISION
MARY FABREAU SURVEY, ABSTRACT 69
GALVESTON COUNTY, TEXAS

43.0673 ACRES (1,876,013 SQUARE FEET) OF LAND OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS; SAID 43.0673 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF STERLING CREEK, SECTION 3, RECORDED IN CLERK'S FILE NUMBER 2017055886 OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS, SAID POINT BEING ON THE NORTHEAST LINE OF SAN JOAQUIN ESTATES, SECTION 3, AS RECORDED IN VOLUME 17, PAGE 63, OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE SOUTH 48°13'59" EAST, ALONG THE COMMON LINE OF SAID STERLING CREEK, SECTION 3 AND SAN JOAQUIN ESTATES, SECTION 3, AT A DISTANCE OF 823.27 FEET PASSING A 5/8 INCH IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF STERLING CREEK SECTION THREE AND CONTINUING ALONG THE COMMON LINE OF SAN JOAQUIN ESTATES SECTION 3 AND SAID TRACT "A" FOR A TOTAL DISTANCE OF 1,183.27 FEET TO A 5/8 INCH CAPPED IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 41°46'01" EAST, A DISTANCE OF 165.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER, SAID POINT BEING LOCATED ON THE SOUTHWEST LINE OF THE EXTENSION OF GRACE CROSSING, A 60.00 FOOT PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, AS RECORDED ON SAID STERLING CREEK SECTION 3, SAID PLANNED EXTENSION OF GRACE CROSSING TO BE RECORDED IN THE PLAT OF SECTION FOUR OF STERLING CREEK SUBDIVISION;

THENCE SOUTH 48°13'59" EAST, ALONG THE SAID PLANNED EXTENSION OF GRACE CROSSING, A DISTANCE OF 16.03 FEET TO A POINT FOR CORNER;

THENCE NORTH 41°46'43" EAST, TRAVERSING SAID TRACT "A", A DISTANCE OF 1,131.65 FEET TO A 5/8 INCH CAPPED IRON ROD SET FOR AN INTERIOR CORNER OF THE TRACT HEREIN DESCRIBED AND BEING IN THE EXTENSION OF THE NORTHEAST LINE OF AVERY LANE, A 60.00 FOOT PRIVATE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT;

THENCE NORTH 48°13'17" WEST, ALONG THE SAID PLANNED EXTENSION OF AVERY LANE, A DISTANCE OF 374.96 FEET TO A 1/2 INCH CAPPED IRON ROD FOUND AT THE SOUTH CORNER OF LOT 8, BLOCK 1 OF SAID STERLING CREEK SECTION 3;

THENCE NORTH 41°46'43" EAST, A DISTANCE OF 135.00 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND IN THE SOUTHWEST LINE OF RESTRICTED RESERVE "A" OF SAID STERLING CREEK SECTION 3 AND BEING A COMMON CORNER OF SECTIONS 3 AND SECTION 3-B AS RECORDED IN CLERK'S FILE NUMBER 2019028674;

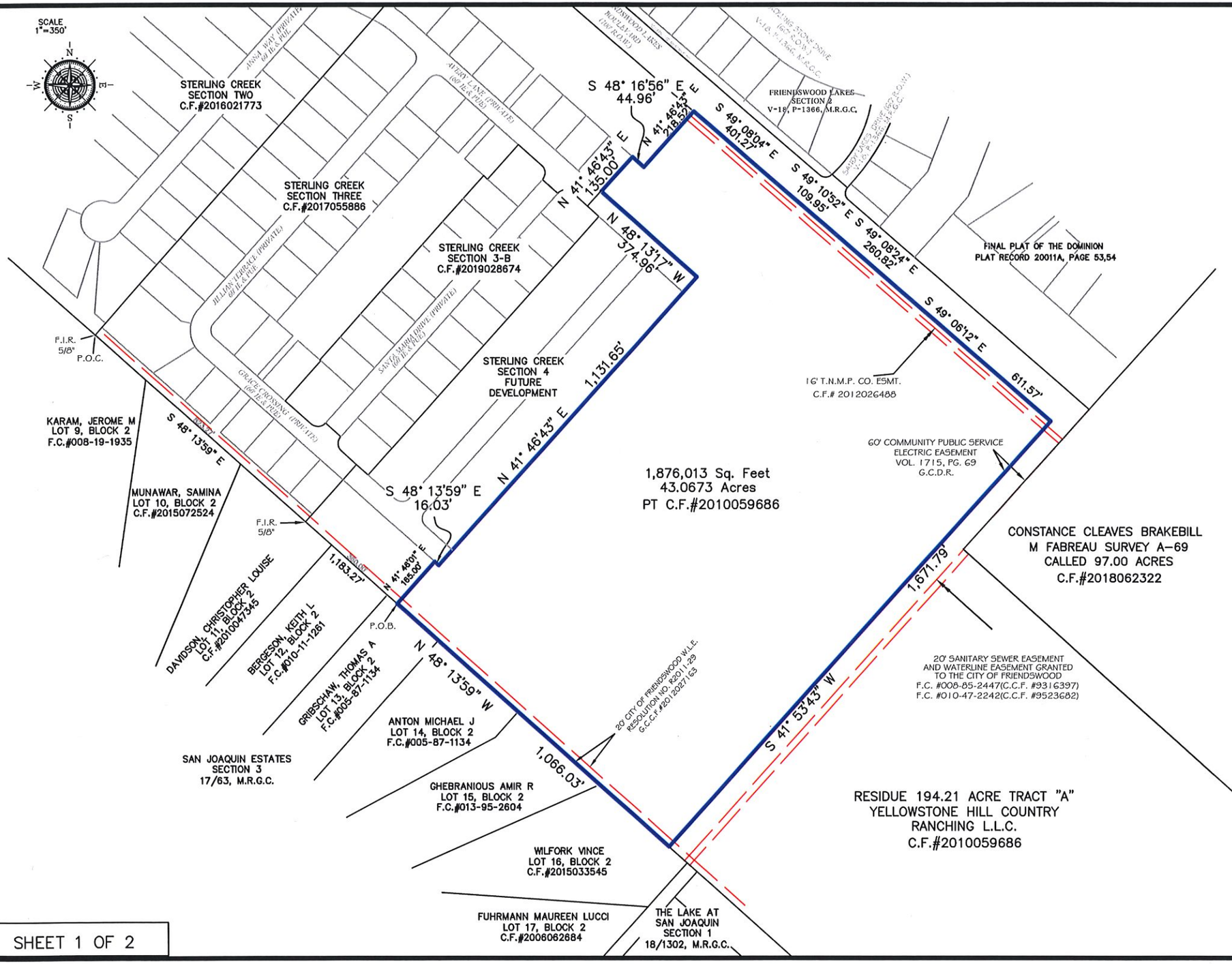
THENCE SOUTH 48°16'56" EAST, ALONG THE COMMON LINE OF SAID SUBDIVISIONS A DISTANCE OF 44.96 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID RESERVE "A";

THENCE NORTH 41°46'43" EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVE "A", A DISTANCE OF 218.52 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF SAID RESERVE "A" AND SECTION 3 AND BEING IN THE SOUTHWEST LINE OF THE EXTENSION OF FRIENDSWOOD LAKES BOULEVARD, BASED ON A WIDTH OF 100.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SAID SOUTHWEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES
1. SOUTH 49°08'04" EAST, A DISTANCE OF 401.27 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
2. SOUTH 49°10'52" EAST, A DISTANCE OF 109.95 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
3. SOUTH 49°08'24" EAST, A DISTANCE OF 260.82 FEET TO A 1/2 INCH CAPPED IRON ROD SET FOR ANGLE POINT
4. SOUTH 49°06'12" EAST, A DISTANCE OF 611.51 FEET TO A 5/8 INCH CAPPED IRON ROD SET CORNER

THENCE SOUTH 41°53'43" WEST, DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE AND TRAVERSING THE SAID 194.21 ACRE TRACT "A", ALONG THE NORTHWEST LINE OF A 60.00 FOOT COMMUNITY PUBLIC SERVICE ELECTRIC EASEMENT AS RECORDED IN VOLUME 1715, PAGE 69 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, A DISTANCE OF 1,671.79 FEET TO A 5/8 INCH CAPPED IRON ROD SET IN THE SOUTHWEST LINE OF SAID 194.21 ACRE TRACT AND BEING IN THE NORTHEAST LINE OF SAID SAN JOAQUIN ESTATES SECTION 3;

THENCE NORTH 48°13'59" WEST, ALONG THE COMMON LINE OF SAID 194.21 ACRE TRACT "A" AND SAN JOAQUIN ESTATES SECTION 3, A DISTANCE OF 1,066.03 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 43.0673 ACRES OF LAND, MORE OR LESS.



SHEET 1 OF 2

THIS SKETCH IS INCORPORATED BY REFERENCE AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 43.0673 ACRES (1,876,013 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 43.0673 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

STERLING CREEK
PHASE FOUR

DATE 07/10/2019

PRO-SURV, LLC
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE: 281-996-1113 FAX: 281-996-0012
PROFESSIONAL SURVEY AND MAPPING SERVICES
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PROJECT#PS1906416

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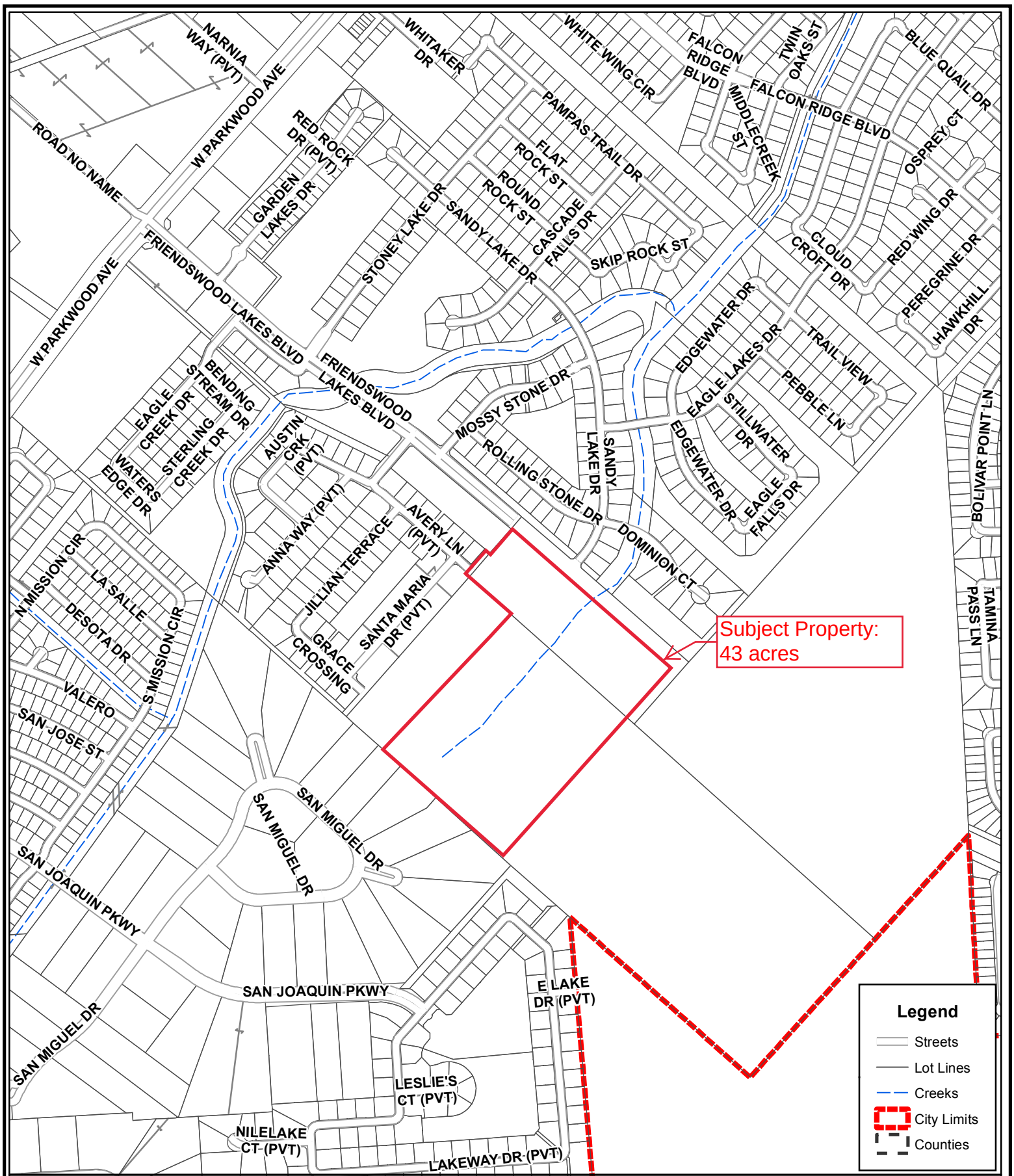
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping

1 " = 410 '



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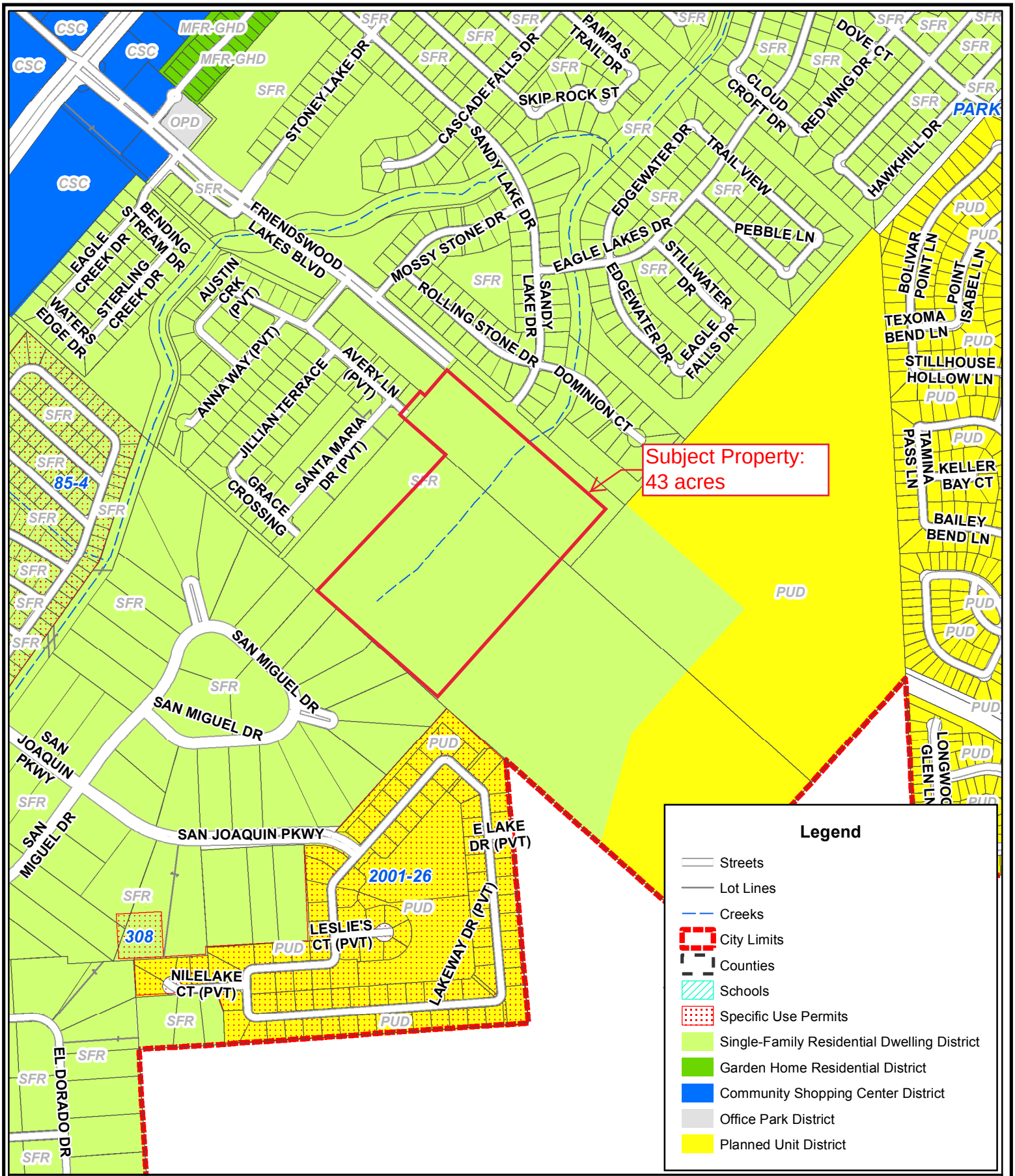
Friendswood GIS Mapping

1 " = 821 '



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Friendswood GIS Mapping

1 " = 821 '

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-43: (Title: First reading of an ordinance amending Chapter 86, "Utilities" of the Code of Ordinances of the City of Friendswood by amending Sections 86-30 through 86-34, amending the Water Conservation Plan; and providing other matters relating to the subject)** An ordinance of the City of Friendswood amending Chapter 86, Utilities, Sections 86-30 through 86-34; amending the Water Conservation Plan for the City of Friendswood to promote responsible use of water; providing a severability clause; providing a penalty for each day of violation of any provision hereof; providing for the disconnection of water service for noncompliance with the provision of Water Conservation Plan; and providing an effective date.

Originating Department: Public Works

Degree of importance: CriticalCritical

SUMMARY / ORIGINATING CAUSE

In July, 1999, the City adopted a Drought Contingency Plan as required by Section 12.1272 of the Texas Water Code. The Texas Commission on Environmental Quality (TCEQ) was mandated to adopt rules requiring wholesale and retail water suppliers and irrigation districts to develop drought contingency plans that would be implemented during periods of water shortages or supply systems emergencies.

In continuation, TCEQ notified water suppliers that a re-submittal is required for year 2019. Title 30, Texas Administrative Code, Chapter 288 requires water systems to comply with these plans. Retail Public Water Suppliers providing water services to 3,300 or more connections must submit a drought contingency plan to TCEQ annually, and an amended Water Conservation Plan to the Texas Water Development Board (TWDB) every five years. The current Water Conservation Plan was adopted in 2014, as Ordinance 2014-24, and needs to be updated / readopted this year, 2019. The current proposed Ordinance / Plan was amended in-house in coordination with Public Works staff and the City Attorney, and did/does not require any additional expenditure.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failures to approve, adopt, and submit an amended Water Conservation Plan may result in increased enforcement efforts by TCEQ and the levying of fines.

RECOMMENDATIONS

Staff recommends Council to adopt the updated ordinance amending Section 86-30 of the City's Code and Ordinance

2014-24; providing for an amended updated Ordinance and Water Conservation Plan to promote the responsible use of potable water from the City.

ATTACHMENTS

1. Ord 2019-43 Water Conservation Plan (amended)
2. Ord 2019-43 Exhibit A
3. TWDB WCAUtilityProfile
4. Copy of Existing Drought Contingency Plan

(Title: An ordinance amending Chapter 86, "Utilities" of the Code of Ordinances of the City of Friendswood by amending Sections 86-30 through 86-34, amending the Water Conservation Plan; and providing other matters relating to the subject.)

ORDINANCE NO. T2019-43

AN ORDINANCE OF THE CITY OF FRIENDSWOOD AMENDING CHAPTER 86, UTILITIES, SECTIONS 86-30 THROUGH 86-34; AMENDING THE WATER CONSERVATION PLAN FOR THE CITY OF FRIENDSWOOD TO PROMOTE RESPONSIBLE USE OF WATER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISION OF WATER CONSERVATION PLAN; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the City of Friendswood, Texas (the "City") recognizes that the amount of water available to its water customer is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (TCEQ) requires that the City adopt a water conservation plan; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt an amended Water Conservation Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinance necessary to preserve and conserve its water resources.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS:

Section 1. That Chapter 86, Utilities, Sections 86-30 through 86-34 of the Code of Ordinances are hereby amended by changing the Water Conservation Plan attached hereto as **Exhibit A,** and made a part hereof for all purposes. The City commits to implement the requirements and procedures set forth in the adopted plan.

Section 2. That it is hereby declared to be the intention of the City Council of the City of Friendswood that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City Council of the City of Friendswood with the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 3. That this Ordinance shall become effective five (5) calendar days after its publication in the official newspaper of the City of Friendswood.

PASSED AND APPROVED on first reading this 4th day of November, 2019.

PASSED, APPROVED AND ADOPTED on second and final reading this of 2nd day of December, 2019.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD
WATER CONSERVATION PLAN

Section 86-30. – Water Conservation Plan

(a) Declaration of Policy, Purpose, and Intent

(1) In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Friendswood adopts the following water conservation plan.

(2) Water uses regulated or prohibited under the Water Conservation Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as referenced in Section 5 of this plan.

(b) Definitions

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities, such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss and/or waste of water, improve the efficiency of the use of water, and increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Friendswood.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, cooking, bathing, heating, cooling, sanitation, or for cleaning a residence, business, industry, or institution.

Drought Contingency Plan: A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Municipal per capita water use: The sum total of water diverted into a water supply system for residential, commercial, and public and institutional uses divided by actual population served.

Municipal use: The use of potable water within or outside a municipality and its environs whether supplied by a person, privately owned utility, political subdivision, or other entity as well as the use of sewage effluent for certain purposes, including the use of treated water for domestic purposes, fighting fires, sprinkling streets, flushing sewers and drains, watering parks and parkways, and recreational purposes, including public and private swimming pools, the use of potable water in industrial and commercial enterprises supplied by a municipal distribution system without special construction to meet its demands, and for the watering of lawns and family gardens.

Municipal use in gallons per capita per day: The total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculating gallons per capita per day for targets and goals.

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

(1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan.
(2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
(3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surfaced areas.
(4) Use of water to wash down buildings or structures for purposes other than immediate fire protection.
(5) Flushing gutters or permitting water to run or accumulate in any gutter or street.
(6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools.
(7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
(8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

(9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Pollution: The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier: An individual or entity that supplies water to the public for human consumption.

Regional water planning group: A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

Retail public water supplier: An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

Reuse: The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

Water conservation plan: A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

Wholesale public water supplier: An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(c) Review and Modification of Plan

This water conservation plan will be reviewed and updated, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The City will review and update the next revision of its water conservation plan by no later than by the end of year 2024, and every five years after that date to coincide with the regional water planning group.

(d) Authorization, Implementation and Enforcement

The City Manager, or his/her designee, is hereby authorized and directed to implement and enforce this Water Conservation Plan. This section formally adopts this plan, outlines the implementation and enforcement authority of the City Manager, and provides for the most recent update.

(e) Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by the City of Friendswood. The terms person and customer as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. This Plan was adopted and placed into effect by the City Council of the City of Friendswood in accordance with this section.

Section 86-31. - Utility Profile

The City of Friendswood Utility Profile is attached hereto as Exhibit A, and made a part hereof for all purposes, and is on file in the Office of the City Secretary.

Section 86-32. – Same – Goals and Objectives.

(a) Specification of conservation goals and objectives.

(1) In accordance with 30 Tex. Administrative Code Part 1, Chapter 288, Subchapter A, Rule 288.2 (a)(1)(C) the following objectives and five (5) and ten (10) year targets have been established. The objectives of this water conservation plan are as follows:

a. To promote water conservation.
b. To determine and control unaccounted water usage.
c. To reduce the loss and waste of water.
d. To maintain an accurate record of water usage.

(2) Goals of the Program (5 year target and goals).

a. Beginning in the year 2019, the City of Friendswood goals are to achieve a municipal use of 124 gallons per capita per day for the first 5 years (2019-2024) and also achieve a municipal use water loss goal of 5 gallons per capita per day for the period 2019-2024.

b. Beginning in the year 2019, The City of Friendswood goals are to control the water loss not to exceed 11% for the first 5 years (2019-2024).

(3) Goals of the Program (10 year target and goals).

a. Beginning in the year 2024, the City of Friendswood goals are to achieve a municipal use of 121 gallons per capita per day for the next 5 years (2019-2024) and also achieve a municipal use water loss goal of an additional 3 gallons per capita per day for the period 2024-2029.

b. Beginning in the year 2024, the City of Friendswood goals are to manage the water loss to 8% or less for the next 10 years (2019-2029).

(4) The projected baseline to reduce per capita per day consumption is 124 gpcd. To accomplish these goals the City of Friendswood will utilize the programs and policies in this Plan such as accurate metering devices, universal metering, meter testing and repair, periodic meter replacement, control of unaccounted water, public education, non-promotional water rates, and leak detection and repair.

(b) Metering

(1) The City of Friendswood meters 100% of the connections to the distribution system including municipal uses. Meters range in size from 3/4" to 6". All meters are designed to provide accurate flows to within +/- 5%.

(2) The City practices a meter change-out program whereby meters are changed out every 10-15 years. Additionally, larger meters are field tested and repaired for accuracy. Generally, the city does not use repaired meters in the system.

(3) The Water Treatment Plant has metering for treated water. The metering is accomplished through turbine meters. Certified calibration is performed bi-annually.

(c) Determination and Control of Unaccounted-for Water

(1) The City makes a bimonthly accounting of water delivery efficiencies. At the end of each period, the Public Works Department calculates the difference between water pumped to the system and water sold through the meters. This calculation is reduced to a percentage of water losses. This is maintained and reviewed on an annual basis.
(2) Leaks are reported by any municipal employee as well as the general public.
(3) The Water Plants are monitored daily and system pressure is checked carefully. Any unusual pressure level may be indicative of sizeable leaks and reported to the maintenance section as soon as noted.
(4) All leaks are repaired the same day or as soon as practicable.

(d) Public Education

(1) The City will support programs to educate the public regarding water conservation activities that support its goals. This includes educating the general public on the need for and practices of water conservation through public service announcements and other means. This information will be provided by means of public notice, web site, press releases and mailings.

(2) Through the Focus on Friendswood Newsletter and the Annual Consumer Customer Report, the City will provide water conservation tips to its customers. In addition, the City sponsors local schools by providing book covers that include water conservation information.

(e) Water Rates

The City of Friendswood has block uniform water rates in place. In 2014, the City moved from a uniform block rate to the volumetric system. Water rates are in Appendix D to this Code of Ordinances.

(f) Water Systems Operations

(1) The City purchases treated surface water from the City of Houston. The City owns and operates two surface water booster stations and six ground water plants. Water is received into the ground storage tanks via water supply lines. The water is then distributed through transmission lines to customers. The system capacity is 20 MGD.

(2) The City uses approximately 1.9 billion gallons annually. The purchased water provides the majority of the demand and averages over 95% of the usage.

(g) Coordination with Regional Water Planning Groups

The water service area of the City of Friendswood is located within the Region H Water Planning area and a copy of this Plan has been provided to the Region H Water Planning Group (RWPG).

(h) Record Management System

(1) The Public Works Department maintains records of:

a. Water received from the City of Houston
b. Water received from the ground water plants.
c. Water pumped to the distribution system
d. Water used for flushing and sewer line cleaning
e. Estimates of water losses due to water leaks and fire fighting/training.

(2) The Administrative Services Department maintains records of:

a. Water sold
b. Water rates

In 2005 the City prepared and submitted a water audit in accordance with Texas Water Development Board guidance as required by Section 16.0121 of the Texas Water Code and amended by the 78th Texas Legislature.

(i) Wholesale Contracts

The City has no wholesale contracts with any other municipalities or water districts.

(j) Plumbing Codes

(1) The City operates under the 2012 International Plumbing Code. This code has been formally adopted by the City Council and is included in the City of Friendswood Code of Ordinances. A copy of this code is on file with the city secretary. The City routinely inspects new construction, remodeling, add-ons, etc., through building permits. All new construction is required to meet state and federal rules regarding water-conserving plumbing fixtures.

(2) The City does not offer a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures other than what would be required through the permitting process for re-models and building upgrades.

(k) Recycling and Reuse

The City has no program regarding the reuse of gray water.

(l) Other Conservation Measures

The City recognizes that in order to accomplish the goals and objectives of this water conservation plan, other conservation measures may be required that are not outlined within the body of this document. The City is aware of the Water Conservation Best Management Practices Guide published by the Water Conservation Implementation Task Force in November 2004. As deemed necessary, the City will implement other measures either from the BMP guide or as otherwise seen fit to assure compliance with the plan.

Section 86-33. - Drought Contingency Plan

In addition to this Water Conservation Plan, the City also has a Drought Management Plan. Drought contingency planning has been developed as a part of this Water Conservation Plan as a means of dealing with conditions which occur from drought and/or water emergencies. The drought contingency and water emergency management phase of the conservation plan has been developed using the guidelines of the TCEQ and the TWDB.

Section 86-34. - Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Friendswood for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than one dollar ($1.00) and not more than two hundred dollars ($200.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager, or his/her designee, shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge in accordance with current policies and ordinances and any other costs incurred by the City of Friendswood in discontinuing service. In addition, suitable assurance must be given to the City Manager or his/her designee, that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: City of Friendswood

Public Water Supply Identification Number (PWS ID): TX0840002

Certificate of Convenience and Necessity (CCN) Number: P0866

Surface Water Right ID Number:

Wastewater ID Number:

Contact: First Name: Michael Last Name: Haley

Title:

Address: 15355 Blackhawk Blvd. City: Friendswood State: TX

Zip Code: 77546 Zip+4: Email: mhaley@friendswood.com

Telephone Number: 2819963387 Date:

Is this person the designated Conservation Coordinator? ○ Yes ○ No

Error: Subreport could not be shown.

Regional Water Planning Group: H

Groundwater Conservation District:

Our records indicate that you:

☐ Received financial assistance of $500,000 or more from TWDB

☑ Have 3,300 or more retail connections

☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 21

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2018	41,705	0	0
2017	44,570	0	0
2016	41,500	0	0
2015	41,331	0	0
2014	39,043	0	0

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	42,956	0	0
2030	57,400	0	0
2040	57,400	0	0
2050	57,400	0	0
2060	57,400	0	0

4. Described source(s)/method(s) for estimating current and projected populations.

Current population: Derived From 2019 Annual Conservation Report.
Use 3 percent per year increase for each year.
Estimated 2019 (End year 2018) population = 41,705.
Example: Calculated number for 2020 = 41,705 X 1.03 =42,956

(NOTE: The 2017 to 2018 population figures were disrupted by the catastrophic flooding of Hurricane Harvey in August 2017. The City of Friendswood actually experienced a population drop according to our calculations.
Projected growth through 2030 uses the 3 percent per year increase calculation. At year 2030, the city will reach maximum build out population of 57,400.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2018	24,272,081	1,897,453,535	0	1,921,725,616	126
2017	14,217,322	1,855,911,111	0	1,870,128,433	115
2016	8,878,974	1,874,837,755	0	1,883,716,729	124
2015	19,214,139	1,798,888,211	0	1,818,102,350	121
2014	6,568,648	1,912,600,000	0	1,919,168,648	135
Historic Average	14,630,233	1,867,938,122	0	1,882,568,355	124

C. Water Supply System

1. Designed daily capacity of system in gallons: 20,000,000

2. Storage Capacity

   2a. Elevated storage in gallons: 2,000,000

   2b. Ground storage in gallons: 5,850,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2020	42,956	5,412,456
2021	45,533	5,737,158
2022	46,900	5,909,400
2023	48,307	6,086,682
2024	49,756	6,269,256
2025	51,248	6,457,248
2026	52,786	6,651,036
2027	54,369	6,850,494
2028	56,999	7,181,874
2029	57,400	7,232,400

2. Description of source data and how projected water demands were determined.

Projected population increase of 3 percent per year for period 202 - 2029.

Water demand use average of GPCD for the period 2014 - 2019, thus

(135 + 135 + 121 + 124 + 115) /5 = 126 GPCD

Example for 2019: 41705 X 126 = 5,254,830

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume **RETAIL customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
Skyhawk Apartments	Residential	10,204,000	Treated
The Reserve at Autumn Creek	Residential	9,838,000	Treated
Bay Meadows Apartments	Residential	7,930,000	Treated
Baywood Apartments	Residential	7,328,000	Treated
Park Place Friendswood	Residential	6,368,000	Treated

2. The annual water use for the five highest volume **WHOLESALE customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw

F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	13,218	82.33 %
Residential - Multi-Family	2,119	13.20 %
Industrial	0	0.00 %
Commercial	632	3.94 %
Institutional	85	0.53 %
Agricultural	0	0.00 %
Total	16,054	100.00 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	**Residential - Single Family**	**Residential - Multi-Family**	**Industrial**	**Commercial**	**Institutional**	**Agricultural**	**Total**
2018	129	6	0	15	1	0	151
2017	26	1	0	38	10	21	96
2016	162	0	0	5	6	7	180
2015	20	2	0	35	10	166	233
2014	172	1	0	2	0	13	188

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	1,529,841,000	88,533,000	0	103,358,000	24,105,000	0	1,745,837,000
2017	1,354,297,000	92,916,000	0	98,420,000	20,465,000	0	1,566,098,000
2016	1,151,161,000	90,105,000	0	90,091,000	18,660,000	151,049,000	1,501,066,000
2015	1,011,924,000	91,909,000	0	109,365,000	22,122,000	135,702,000	1,371,022,000
2014	1,183,617,000	108,633,000	0	91,804,000	16,693,000	281,861,000	1,682,608,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Residential - Single Family	Residential - Multi-Family	Total Residential
2018			108
2017			90
2016			82
2015			77
2014			91
Historic Average	0	0	90

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	129,908,000	122,644,000	116,476,000	117,620,000	119,684,000
February	102,316,000	118,120,000	123,042,000	108,313,000	105,101,000
March	146,223,000	138,792,000	139,231,000	120,829,000	120,087,000
April	156,182,000	147,081,000	139,295,000	121,212,000	147,854,000
May	199,440,000	191,850,000	143,483,000	139,167,000	190,506,000
June	205,720,000	162,262,000	150,963,000	148,564,000	203,000,000
July	201,260,000	193,374,000	235,729,000	231,496,000	200,658,000
August	205,694,000	206,402,000	190,895,000	242,600,000	234,429,000
September	174,864,000	179,216,000	149,949,000	151,528,000	176,311,000
October	177,715,000	180,227,000	185,999,000	181,001,000	178,778,000
November	123,168,000	160,646,000	151,823,000	124,020,000	131,083,000
December	122,600,000	128,442,000	130,531,000	122,500,000	122,907,000
Total	1,945,090,000	1,929,056,000	1,857,416,000	1,808,850,000	1,930,398,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2018	612,674,000	1,945,090,000
2017	562,038,000	1,929,056,000
2016	577,587,000	1,857,416,000
2015	622,660,000	1,808,850,000
2014	638,087,000	1,930,398,000
Average in Gallons	602,609,200.00	1,894,162,000.00

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2018	114,867,046	8	5.98 %
2017	186,530,433	11	9.97 %
2016	310,180,270	20	16.47 %
2015	311,080,351	21	17.11 %
2014	175,571,040	12	9.15 %
Average	219,645,828	14	11.74 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2018	5,329,013	6659500	1.2497
2017	5,285,084	6109108	1.1559
2016	5,088,810	6278119	1.2337
2015	4,955,753	6768043	1.3657
2014	5,288,761	6935728	1.3114

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	1,246,168,000	82.33 %	79.21 %
Residential - Multi-Family	94,419,200	13.20 %	6.00 %
Industrial	0	0.00 %	0.00 %
Commercial	98,607,600	3.94 %	6.27 %
Institutional	20,409,000	0.53 %	1.30 %
Agricultural	113,722,400	0.00 %	7.23 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

In retail Water Supplier Section And anywhere there after mentioned. 'Agricultural Use' was confused with Lawn irrigation.
We have since learned to integrate these connections into he proper residential and commercial categories.

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: _____

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0.00 %
Industrial			0	0.00 %
Commercial			0	0.00 %
Institutional			0	0.00 %
Agricultural			0	0.00 %
Total			0	100.00 %

3. Percentage of water serviced by the wastewater system: _____ %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

5. Could treated wastewater be substituted for potable water?

Yes No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
Total	0

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

The City of Friendswood does not operate any wastewater treatment facilities.

(Title: An ordinance adopting a drought contingency plan for the City of Friendswood.)

ORDINANCE NO. T2006-07

AN ORDINANCE ADOPTING A DROUGHT CONTINGENCY PLAN FOR THE CITY OF FRIENDSWOOD, TEXAS; MAKING CERTAIN FINDINGS; PROVIDING FOR NOTICE; PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL AGENCIES; DEFINING DROUGHT STAGES AND ESTABLISHING CONSERVATION REGULATIONS TO BE IMPLEMENTED DURING EACH SUCH DROUGHT STAGE; PROVIDING A PENALTY OF AN AMOUNT OF NOT LESS THAN ONE DOLLAR ($1.00) NOR MORE THAN TWO HUNDRED DOLLARS (S200.00) FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. **Declaration of Policy, Purpose and Intent.** In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Friendswood (the "City") hereby adopts the following Drought Contingency Plan (the "Plan"), same being a set of regulations and restrictions governing the delivery and consumption of water.

Section 2. **Public Involvement.** Opportunity for public input into preparation of the Plan was provided by the City. Notice was placed in the local newspaper and on the City's website notifying the public of the Plan's availability for public review and comment.

Section 3. **Public Education.** The City of Friendswood will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of letters, utility bill inserts, newsletter, website, press releases and/or media, as methods to be used to provide information to the public about the Plan.

Section 4. **Coordination with Regional Planning Groups.** The service area of the City of Friendswood is located within the Houston Region (H) and the City of Friendswood has provided a copy of this Plan to the Houston Region (H).

Section 5. **Authorization.** The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon his/her determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as directed in this Plan.

Section 6. **Application.** The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Friendswood. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section 7. **Definitions.** For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use shall mean water use for ornamental or decorative purposes, such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use shall mean water use that is integral to the operations of commercial and nonprofit establishments and governmental entities, such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation shall mean those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer shall mean any person, company, or organization using water supplied by the City of Friendswood.

Domestic water use shall mean water use for personal needs, or for household or sanitary purposes, such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even numbered addresses shall mean street addresses, box numbers, or rural postal route numbers ending in 0,2,4,6 or 8, and locations without addresses.

Odd numbered addresses shall mean street addresses, box numbers, or rural postal route numbers ending in 1,3,5,7 or 9.

Landscape irrigation use shall mean water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights of way of medians.

Nonessential water use shall mean water uses that are not essential or required for the protection of the public, health, safety, and welfare, including, but not limited to:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided for under this Plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(c) use of water to wash down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced area;

(d) use of water to wash down buildings or structures for purposes other than for immediate fire protection, or for flushing gutters or permitting water to run or accumulate in any gutter or street;

(e) use of water to fill, refill or add to any indoor or outdoor swimming pool or jacuzzi-type pool;

(f) use of water in a fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life;

(g) failure to repair a controllable leak(s); and

(h) use of water from hydrants for construction purposes or any other purpose other than fire fighting.

Section 8. Triggering Criteria for Initiation and Termination of Drought Response Stages; Responses. The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis, determine when conditions warrant initiation or termination of each stage of the Plan, and implement necessary action as set forth herein. Public notification of an initiation, or determination of drought response stages, shall be by a means described in Section 3 above.

(a) Stage 1 - Mild Water Shortage Conditions.

(1) Requirements for initiation. Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses as defined in Section 6 above (Definitions), when one or a combination of the following criteria occurs:

Condition 1: When total daily water demand equals or exceeds 65 percent of the current available system operating capacity for three consecutive days.

Condition 2: When total daily water demand equals or exceeds 81 percent of the current available system operating capacity on a single day.

(2) Requirements for termination. Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

(3) Response. The goal of the Mild Water Shortage Condition response is to achieve a voluntary twenty percent (20%) reduction in total water use and/or daily water demand.

(4) City Supply Management Measures. Measures to be implemented directly by the City of Friendswood to manage limited water supplies and/or reduce water demand:

a. reduce or discontinue flushing of water mains.

(5) Voluntary Water Use Restrictions:

a. Water customers are requested to voluntarily limit the irrigation of landscaped areas to even numbered days of the month for customers with a street address ending in an even number (0,2,4,6 or 8), and odd numbered days of the month for water customers with a street address ending in an odd number (1,3,5,7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m., and 8:00 p.m. to midnight, on designated watering days.

b. All operations of the City of Friendswood shall adhere to water use restrictions prescribed in "a" next above except that medians irrigation shall be every other day.

c. Water customers are requested to practice water conservation and to minimize or discontinue water use for nonessential purposes (Section VII Definitions).

(b) Stage 2 - Severe Water Shortage Conditions.

(1) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain nonessential water usages for Stage 2 of this Plan when one or a combination of the following criteria occurs:

Condition 1: When total daily water demand equals or exceeds 80 percent of the available system operating capacity for three consecutive days.

Condition 2: When total daily water demand equals or exceeds 90 percent of the current available system operating capacity on a single day.

(2) Requirements for termination. Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

(3) Response. The goal of the Severe Water Shortage Condition is to achieve an eighteen percent (18%) reduction in total water use and/or daily water demand and activate Stage 1.

(4) City Supply Management Measures. Measures to be implemented directly by the City of Friendswood to manage limited water supplies and/or reduce water demand:

a. reduce or discontinue flushing of water mains;

b. reduce or discontinue irrigation of public landscaped areas.

(5) Mandatory Water Use Restrictions. It shall be unlawful for any person to cause or permit the use of water in violation of the following water use restrictions during a Severe Water Shortage Condition.

a. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to even numbered days with no watering on Sundays for any reason, for customers with street addresses ending in an even number (0,2,4,6 or 8), and on odd numbered days of the month, with no watering on Sundays for any reason, for water customers with street addresses ending in an odd number (1,3,5,7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m., and between 8:00 p.m. and 12:00 midnight, on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a faucet filled bucket or watering can of five (5) gallons or less, or by a drip irrigation system.

b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m., and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or hand held hose equipped with a positive shutoff nozzle. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables.

c. Use of water to fill, refill or add to any indoor or outdoor swimming pool, wading pool, or jacuzzi type pool, is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m., and between 8:00 p.m. and 12:00 midnight.

d. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountain or pond is equipped with a re-circulating system.

e. Use of water from hydrants shall be limited to fire fighting activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under a special permit from the City of Friendswood.

f. Use of water for irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m., and between 8:00 p.m. and 12:00 midnight. However, if a golf course utilizes a water source other than the potable water provided by the City of Friendswood, the facility shall not be subject to these regulations. The use of gray water, recycled or non-potable water is permissible.

g. The following uses of water are defined as nonessential and are prohibited:

i. washing down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
ii. washing down buildings or structures for purposes other than immediate fire protection;
iii. use of water for dust control;
iv. flushing of gutter or permitting water to run or accumulate in any gutter or street;
v. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s);
vi. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
vii. washing any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
viii. filling or refilling or adding to any indoor or outdoor swimming pool, wading pool or jacuzzi-type pool;
ix. filling or refilling or adding to any fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life; and
x. except as otherwise specifically authorized herein, use of water from hydrants for construction purposes or any other purposes other than fire fighting.

(c) **<u>Stage 3 - Emergency Water Shortage Conditions</u>**.

(1) <u>Requirements for initiation</u>. Customers shall be required to comply with the requirements and restrictions for Stage 3 of this Plan when the City Manager, or his/her designee, determines that a water supply emergency exists based on:

Condition 1: Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or

Condition 2: Natural or man-made contamination of the water supply source(s); or

Condition 3: When total daily water demand equals or exceeds ninety one percent (91%), and /or the system pressure falls below twenty-five pounds per square inch (25 psi).

(2) Requirements of termination. Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist.

(3) Response. The goal of the Emergency Water Shortage Condition response is to achieve a minimum of thirty-five percent (35%) reduction in total water use and/or daily water demand.

(4) City Supply Management Measures. Measures to be implemented directly by the City of Friendswood to managed limited water supplies and/or reduce water demand:

a. reduced or discontinued flushing of water mains; and

b. utilize alternative water sources and/or alternative delivery mechanisms with prior approval of the executive director of the Texas Commission on Environmental Quality as appropriate (e.g. interconnection with another system, temporary use of a non-municipal water supply, or use of reclaimed water for non-potable use).

(5) Mandatory Water Use Restrictions. All requirements of Stages 1 and 2 shall remain in effect during Stage 3 except:

a. irrigation of landscaped areas is absolutely prohibited;

b. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited;

c. use of water to wash down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard surface areas is absolutely prohibited;

e. flushing of gutters or permitting water to run or accumulate in any gutter or street is absolutely prohibited;

e. washing down any building or structure for purposes other than immediate fire protection is absolutely prohibited;

Section 9. Penalty; Enforcement.

(1) It shall be unlawful for any person to cause or permit the use of potable water from a public water supply system within the City of Friendswood, Texas, in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by a drought response stage in effect at the time, pursuant to action taken by the City Manger, or his/her designee, in accordance with provisions of this Plan.

(2) First time offenders shall be issued written warning. Any person who violates this Plan after they have received one written warning shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than one dollar ($1.00) nor more than two hundred dollars ($200.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense; second if a person is convicted of three or more distinct violations of this Plan, the City manager, or his/her designee, shall upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $40.00, and any other cost incurred by the City of Friendswood in discontinuing service. In addition, suitable assurance must be given to the City Manger, or his/her designee, that the same action shall not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

Section 10. Variances.

(1) Authorized. The City Manger, or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such a variance would cause an emergency condition to adversely affect the health, sanitation, or fire protection for the public or the person requesting such variance, and if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect; or

(b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(2) Petition. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Friendswood within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manger, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s);

(b) Purpose of water use;

(c) Specific provision(s) of the Plan from which the petitioner is requesting relief;

(d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance;

(e) Description of relief requested;

(f) Period of time for which the variance is sought;

(g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date;

(h) Other pertinent information.

(3) Conditions. Variances granted hereunder shall be subject to the following conditions, unless waived by the City Manager, or his/her designee:

(a) Variances shall include a timetable for compliance;

(b) Variances shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specific requirements;

(c) No variance shall be retroactive or otherwise justify any violation of this Plan that occurred prior to the issuance of the variance.

Section 11. **Severability**. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED on first reading this _6th_ day of March 2006.

PASSED, APPROVED, and ADOPTED on second and final reading this _20th day of March 2006.

_____
Kimball W. Brizendine
Mayor

ATTEST:

_____
Deloris McKenzie, TRMC
City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: **Ordinance No. T2019-44: (Title: First reading of an ordinance adopting the 2018 versions of the International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code and International Residential Code for One- and Two- Family Dwellings including appendices as noted, and adopting the 2017 version of the National Electrical Code, adopting local amendments, and clarifying the establishment of the Construction Board of Adjustment and Appeals)** An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Chapter 14, Building and Building Regulations by adopting the 2018 International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code and International Residential Code for one- and two- family dwellings including appendices as noted, and adopting the 2017 version of the National Electrical Code, adopting local amendments, and clarifying the establishment of the Construction Board of Adjustment and Appeals; providing for severability and an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This is an ordinance updating the building codes from the 2012 editions to the 2018 editions with the exception of the electrical code which will be updated to the 2017 edition. One of the factors of the City's ISO rating is the requirement of the building code adoption to be within the last two code cycles. The International building codes are updated every three years.

The effective date of the new codes would be January 1, 2020.

The adoption would include the following codes:
2018 International Building Code
2018 International Residential Code for One- and Two- Family Dwellings
2018 International Plumbing Code
2018 International Fuel Gas Code
2018 International Mechanical Code
2018 International Energy Conservation Code
2017 National Electrical Code

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Staff reviewed the revised codes. There are no detrimental or significant changes from the last iteration of the codes that would be overburdensome to builders and developers. A comparison chart is included in the backup material for reference.

RECOMMENDATIONS

It is staff's recommendation to adopt the new codes.

ATTACHMENTS

1. Ord 2019-44 Adopting 2018 International Building Codes
2. Copy of Significant Changes 2018

(Title: An ordinance adopting the 2018 versions of the International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code and International Residential Code for One- and Two- Family Dwellings including appendices as noted, and adopting the 2017 version of the National Electrical Code, adopting local amendments, and clarifying the establishment of the Construction Board of Adjustment and Appeals.)

ORDINANCE NO. T2019-44

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, CHAPTER 14, BUILDING AND BUILDING REGULATIONS BY ADOPTING THE 2018 INTERNATIONAL BUILDING CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL ENERGY CONSERVATION CODE AND INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO- FAMILY DWELLINGS INCLUDING APPENDICES AS NOTED, AND ADOPTING THE 2017 VERSION OF THE NATIONAL ELECTRICAL CODE, ADOPTING LOCAL AMENDMENTS, AND CLARIFYING THE ESTABLISHMENT OF THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

* * * * * * * * * * *

WHEREAS, the City Council of the City of Friendswood, Texas (the "City") deems it necessary and appropriate for the health, safety and welfare of its citizens to approve certain amendments to the City's Code of Ordinance to update the City's various building codes and adopt local amendments;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Brackets and strikethroughs indicate words being deleted, as follows: [~~deleted~~]; Bold and underline indicate words being added, as follows: **added**.

Section 3. Article I of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "IN GENERAL" is hereby amended to relocate language regarding the Construction Board of Adjustment and Appeals as set forth below.

ARTICLE I. – IN GENERAL

…

Section 14-3. – Construction Board of Adjustment and Appeals

(a) The Construction Board of Adjustments and Appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, building industry representatives, and licensed electrical contractors. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

(b) The Construction Board of Adjustment and Appeals shall consist of seven members appointed by City Council. In addition to the regular members, there shall be two alternate members, one member at large from the building industry and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

(c) Such appeals shall be perfected by a request in writing to the building official [~~chairperson of the board~~] for a hearing, in which the following information shall be contained:

(1) Name, address and primary e-mail address of the person making the appeal.

(2) Facts surrounding the particular ruling or refusal to make a ruling.

(3) The ruling, if any, of the building official or inspector.

(4) Reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.

(d) Limitations on authority: An application for appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the code do not fully apply or an equally good or better form of construction is proposed. The board shall not have the authority to waive requirements of any code.

(e) The building official shall take immediate action in accordance with the decision of the Board.

(f) During the pendency of any appeal to the Construction Board of Adjustment and Appeals, the ruling of the building official shall be in full force and effect.

Section 4. Article II of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "BUILDING CODE," which adopted the International Building Code 2012 Edition, together with certain amendments thereto, is hereby amended as set forth below.

ARTICLE II. - BUILDING CODE

Sec. 14-23. - International Building Code adopted.

The International Building Code, [~~2012~~] **2018** Edition **including Appendices C - Group U Agricultural Buildings; G - Flood-resistant Construction; and I - Patio Covers**, as published by the International Code Council, Inc., is hereby adopted by reference and made a part of this article. A copy of such code is on file with the city secretary.

Sec. 14-24. - Amendments to International Building Code.

The [~~2012~~] **2018** Edition of the International Building Code, as adopted in section 14-23, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

> 101.1. Title. These regulations shall be known as the Building Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 109.2. Section 109.2 is hereby amended to add the following sentence:

> The fee schedule shall be set by resolution and printed in Appendix D to the Code of Ordinances.

Section [~~110.1~~] **111.1.** Section [~~110.1~~] **111.1** is hereby amended by adding a new last sentence to read as follows:

> [~~110.1~~] **111.1.** For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

Section [~~112.1~~.] **113.** Board of Appeals. The following section [~~112.1~~] **113** is hereby adopted to read as follows:

> [~~112.1~~.] **113. Board of Appeals** [~~The construction board of adjustment and appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, building industry representatives and licensed electrical contractors. In addition to the regular members, there shall be two alternate members, one member at~~

~~large from the building industry and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.~~]

Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Article I, Section 14-3.

[~~Section 401.2. The following section 401.2 is hereby added to read as follows:~~

~~401.2. All foundations are to be designed by a registered professional engineer. All plans must be submitted with original wet seal stamps applied. Foundation construction shall be capable of accommodating all loads according to section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood and precast concrete foundations shall comply with section R403.~~]

[~~Section 1507.8. Section 1507.8 is hereby amended to add a paragraph to read as follows:~~

~~Notwithstanding any other provision of this code to the contrary, no wood shingles or shakes shall be used in the construction of any structure except single-family residential structures, and then only when treated by an approved fire retardant. All plans shall indicate the roofing materials to be used.~~]

[~~Section 2904. Section 2904 is hereby amended to read as follows:~~

~~P2904. Dwelling unit fire sprinkler systems. The requirements of section P2904 are hereby deleted, except that any voluntary installation of a dwelling unit fire sprinkler system shall comply with NFPA 13 D.~~]

Section 5. Article III of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "ELECTRICAL CODE," which adopted the National Electric Code, 2011 Edition, together with certain amendments thereto, is hereby amended as set forth below.

ARTICLE III. - ELECTRICAL CODE

DIVISION 1. – GENERALLY

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Sec. 14-62. - Adoption of code; compliance required; conflicts; service requirements.

(a) Any and all electrical work placed in or on any building or structure within the corporate boundaries of the city shall be installed in conformity with the regulations and standards set forth in the [~~2011~~] **2017** Edition of the National Electrical Code, which is hereby adopted, and

a copy of which is on file in the city secretary's office; other applicable ordinances of the city; and statutes and administrative rules and regulations of the state and agencies thereof.

(b) Where local rules and regulations are set forth in this article, they shall take preference over any rules conflicting therewith.

[~~(c) Local rules.~~

~~(1) *Service laterals*. Any service lateral, serving residential or commercial structures, shall be run underground and enclosed in not less than a two-inch schedule 40 PVC underground conduit.~~

~~(2) *Underground services*. All underground services shall be completely installed in not less than two-inch schedule 40 PVC conduit from the meter can to the transformer or underground tap box, and shall be buried at a minimum depth of two feet.~~]

•••

DIVISION 2. - APPEALS

Sec. 14-93. - Appeal of decisions by the **building official or** [~~electrical~~] inspector.

~~(a)~~ Any person aggrieved by a decision or ruling of the **building official or** ~~electrical~~ inspector shall have the right of appeal to the **C**onstruction **B**oard of **A**djustment and **A**ppeals for its review. ~~Such appeal shall be perfected by a request in writing to the chairperson of the board for a hearing, in which the following information shall be contained:~~

~~(1) Name, address and primary e-mail address of the person making the appeal.~~

~~(2) Facts surrounding the particular ruling or refusal to make a ruling.~~

~~(3) The ruling, if any, of the electrical inspector.~~

~~(4) Reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.~~

~~(b) During the pendency of any appeal to the construction board of adjustment and appeals, the ruling of the electrical inspector shall be in full force and effect.~~

•••

Section 6. Article IV of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "PLUMBING CODE," which adopted the International Plumbing Code, 2012 Edition, together with certain amendments thereto, is hereby amended as set forth below.

ARTICLE IV. - PLUMBING CODE

Sec. 14-252. - International Plumbing Code adopted.

The International Plumbing Code, [~~2012~~] **2018** Edition, as published by the International Code Council, Inc., a copy of which is on file with the city secretary, is hereby adopted and made a part of this article.

Sec. 14-253. - Amendments.

The [~~2012~~] **2018** Edition of the International Plumbing Code, as adopted in section 14-252, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

> 101.1 *Title.* These regulations shall be known as the Plumbing Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 106.6.2. Section 106.6.2 is hereby amended to read as follows:

> 106.6.2 *Fee schedule.* The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D to the Code of Ordinances.

Section 106.6.3. Section 106.6.3 is hereby amended to read as follows:

> 106.6.3. *Fee refunds.* The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

> 109. Means of Appeal. ~~109.2 *Membership of the board of appeals.* The board shall be appointed by the city council and the qualifications of members of the board, and the terms for which such members shall serve, shall be as determined by the City Council. The City Council may remove any member of the board at any time, with or without cause, regardless of whether such member has been appointed for a definite or an indefinite term.~~ **Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Article I, Section 14-3.**

Section 305.4.1. Section 305.4.1 is hereby amended to read as follows:

> 305.4.1. *Sewer depth.* Building sewers, which connect to private sewage disposal systems, shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches below grade.

Section [~~608.16.5~~] **608.17.5** Section [~~608.16.5~~] **608.17.5** is hereby amended to read as follows:

A. Irrigation systems shall be installed in accordance with this section and other applicable rules and regulations of the city.

B. Irrigation system design drawings shall be prepared by a master plumber whose license number shall appear on the drawings, or by a state professional engineer, a

licensed irrigation installer, or a licensed landscape architect. The latter three professionals shall seal, sign and date their drawings.

C. It shall be unlawful for any person for hire to install all or any part of an irrigation system within the city unless that person holds a master plumber license issued by the Texas State Board of Plumbing Examiners or a valid installer's license issued by the Texas Commission on Environmental Quality ("TCEQ"), in accordance with V.T.C.A., Occupations Code § 1903.251.

D. The owner of the property on which an irrigation system is to be installed may install all of the irrigation system with the exception of the connection to the potable water source, the water meter and the required backflow prevention device, each of which must be installed and appropriately connected by a qualified person as noted in subsection C of this section.

E. It shall be unlawful for any person to install all or any portion of an irrigation system without having first received a permit therefor from the city. An irrigation installation permit for the installation of the connection to the potable water source, the water meter and the required backflow prevention device shall not be issued to any person who is not a qualified person as noted in subsection C of this section.

F. The city shall have no obligation to maintain or protect, or to repair or replace, allor any part of an irrigation system, existing or future, that is located within a public right-of-way or easement, that is damaged or destroyed, or required to be removed, incident to or as a result of roadway and/or utility or drainage construction, maintenance or operation.

G. Exemptions to the above permit requirements are:

(1) Systems associated with on-site sewage disposal systems;

(2) Irrigation systems used on or by an agriculture operation; or

(3) Irrigation systems connected to a groundwater well used for domestic purposes.

Section 904.1. Section 904.1 is hereby amended to read as follows:

904.1. *Roof extension.* All open vent pipes that extend through a roof shall be terminated at least six inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet (2,134 mm) above the roof.

...

Section 7. Article V of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "MECHANICAL CODE," which adopted the International Mechanical Code, 2012 Edition, together with certain amendments thereto, is hereby amended as set forth below.

ARTICLE V. - MECHANICAL CODE

Sec. 14-274. - International Mechanical Code adopted.

The [~~2012~~] **2018** Edition of the International Mechanical Code, including appendices except Appendix B thereof, as published by the International Code Council, Inc., an authentic copy of which has been filed with the city secretary, is hereby adopted by reference and made a part of this article.

Sec. 14-275. - Amendments.

The [~~2012~~] **2018** Edition of the International Mechanical Code, as adopted in section 14-274, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

> 101.1 *Title.* These regulations shall be known as the Mechanical Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 106.5.2. Section 106.5.2 is hereby amended to read as follows:

> 106.5.2 *Fee schedule.* The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D to the Code of Ordinances.

Section 106.5.3. Section 106.5.3 is hereby amended to read as follows:

> 106.5.3. *Fee refunds.* The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

> 109. Means of Appeal.~~109.2 *Membership of the board of appeals.* The board shall be appointed by the city council and the qualifications of members of the board, and the terms for which such members shall serve, shall be as determined by the city council. The city council may remove any member of the board at any time, with or without cause, regardless of whether such member has been appointed for a definite or an indefinite term.~~ **Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Article I, Section 14-3.**

Section 8. Article VI of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "FUEL GAS CODE," which adopted the International Fuel Gas Code, 2012 Edition, together with certain amendments thereto, is hereby amended as set forth below.

ARTICLE VI. - FUEL GAS CODE

Sec. 14-299. - International Fuel Gas Code adopted.

The [~~2012~~] **2018** Edition of the International Fuel Gas Code, as published by the International Code Council, Inc., a copy of which has been filed with the city secretary, is hereby adopted and made a part of this article.

Sec. 14-300. - Amendments.

The [~~2012~~] **2018** Edition of the International Fuel Gas Code, as adopted in section 14-299, is hereby amended as follows:

Section 101.1. Section 101.1 is hereby amended to read as follows:

> 101.1 *Title.* These regulations shall be known as the Fuel Gas Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section 106.6.2. Section 106.6.2 is hereby amended to read as follows:

> 106.6.2 *Fee schedule.* The fees for permits required hereunder shall be in accordance with the schedule of fees as set by resolution and printed in Appendix D to the Code of Ordinances.

Section 106.6.3. Section 106.6.3 is hereby amended to read as follows:

> 106.6.3 *Fee refunds.* The code official shall authorize the refunding of fees where the full amount of any fee paid hereunder was erroneously paid or collected.

Section 109. Means of Appeal is hereby amended to read as follows:

> 109. Means of Appeal.~~109.2 *Membership of the board of appeals.* The board shall be appointed by the city council and the qualifications of members of the board, and the terms for which such members shall serve, shall be as determined by the city council. The city council may remove any member of the board at any time, with or without cause, regardless of whether such member has been appointed for a definite or an indefinite term.~~ **Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Article I, Section 14-3.**

Section 9. Article IX of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "MISCELLANEOUS CODES," which adopted the International Energy Conservation Code, 2012 Edition, and International Residential Code for One- and Two-Family Dwellings, 2012 Edition, together with certain amendments thereto, is hereby amended as set forth below.

ARTICLE IX. – [~~MISCELLANEOUS~~] **ENERGY** CODE[~~S~~]

Sec. 14-388. - International Energy Conservation Code adopted.

The [~~2012~~] **2018** Edition of the International Energy Conservation Code, as published by the International Code Council, Inc., a copy of which has been filed with the city secretary, is hereby adopted and made a part of this article.

Section C101.1. Section C101.1 is hereby amended to read as follows:

C101.1 *Title.* These regulations shall be known as the Energy Conservation Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

[~~Sec. 14-389. - International Residential Code for One- and Two-Family Dwellings adopted.~~

~~(a) The International Residential Code for One- and Two-Family Dwellings, 2012 Edition, including all appendices, as published by the International Code Council, Inc., an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this article.~~

~~(b) The 2012 Edition of the International Residential Code for One- and Two-Family Dwellings is hereby amended as follows:~~

~~Section E3406.3, Minimum size of conductors, of the International Residential Code is hereby deleted and replaced with the following:~~

> ~~E3406.3. *Minimum size of conductors.* The minimum size of conductors for feeders and branch circuits shall be No. 12 copper. The minimum size of service conductors shall be as specified in Chapter 37. The minimum size of Class 2 remote control, signaling and power-limited circuits conductors shall be as specified in chapter 43.~~

~~Section E3601.6.2, Service disconnect location, of the International Residential Code is hereby deleted and replaced with the following:~~

> ~~E3601.6.2. *Service disconnect location.* The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.~~]

Section 10. Article X of Chapter 14 of the Code of Ordinances of the City of Friendswood, Texas, entitled "RESIDENTIAL CODE," adopting the International Residential Code For One- and Two-Family Dwellings, including the following appendices: A-Sizing and Capacities of Gas Piping; B-Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents; C-Exit Terminals of Mechanical Draft and Direct-vent Venting Systems; D-Recommended Procedure for Safety

Inspection of an Existing Appliance Installation; G-Piping Standards for Various Applications; H-Patio Covers; J-Existing Buildings and Structures; N-Venting Methods; and P-Sizing of Water Piping System, is hereby created as set forth below.

ARTICLE X. – RESIDENTIAL CODE

Sec. 14-389. - International Residential Code for One- and Two-Family Dwellings adopted.

(a) The International Residential Code for One- and Two-Family Dwellings, 2018 Edition, including the following appendices: A-Sizing and Capacities of Gas Piping; B-Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents; C-Exit Terminals of Mechanical Draft and Direct-vent Venting Systems; D-Recommended Procedure for Safety Inspection of an Existing Appliance Installation; G-Piping Standards for Various Applications; H-Patio Covers; J-Existing Buildings and Structures; N-Venting Methods; and P-Sizing of Water Piping System, as published by the International Code Council, Inc., an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this article.

(b) The 2018 Edition of the International Residential Code for One- and Two-Family Dwellings is hereby amended as follows:

Section R101.1. Section R101.1 is hereby amended to read as follows:

R101.1 *Title.* These regulations shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

Section R112. Board of Appeals is hereby amended to read as follows:

Any person aggrieved by a decision or ruling of the building official or inspector shall have the right of appeal to the Construction Board of Adjustment and Appeals as established in Article I, Section 14-3.

Section 401.2. The following section 401.2 is hereby added to read as follows:

401.2. All foundations are to be designed by a registered professional engineer. All plans must be submitted with original wet seal stamps applied. Foundation construction shall be capable of accommodating all loads according to section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood and precast concrete foundations shall comply with section R403.

Section 2904. Section 2904 is hereby amended to read as follows:

P2904. Dwelling unit fire sprinkler systems. The requirements of section P2904 are hereby deleted, except that any voluntary installation of a dwelling unit fire sprinkler system shall comply with NFPA 13 D.

Section E3601.6.2, Service disconnect location, of the International Residential Code is hereby deleted and replaced with the following:

E3601.6.2. *Service disconnect location.* The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

Section 11. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 12. This ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on first reading this 4th day of November, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 2nd day of December, 2019.

_____
Mike Foreman
Mayor

ATTEST:

_____
Melinda Welsh, TRMC
City Secretary

Significant Changes to 2018 Codes

Code Affected	Type of Change	Change	Impact
Internation Residential Code			
R602.7.2.5 Lateral Support for Headers	Modification	Increased requirement for supporting headers based on Wind Speed	Creates a standard for wide spanned headers for windows and doorways. Will increase number of studs supporting long spanned openings in typical installations.
N1104.1 Lighting	Modification	Increasing minimum required high-efficacy lamps from 75% to 90%.	Increases the efficiency requirements for bulbs in the dwelling to reduce electricity consumption. Many contractors have already gone to a 100% LED.
M1502.4.2 Concealed Dryer Exhaust Ducts	Modification	Forbids the deformation of dryer exhaust vents in walls.	Contractors will have to ensure that the complete path to the exterior of dryer vents is an adequate size to prevent crushing of duct enclosed.
G2420.5.1 Shutoff Valve Location	Clarification	Gas shutoff valve for appliance can be considered in the same room by moving appliance.	This clarification provided guidance that allows the shut off valve to be located behind ranges and other appliances. Frequently a valve has been required to be accessible without removing appliance.
G2447.2 Commercial Cooking Appliance	Modification	Creates an exception to allow commercial cooking appliances in a residential dwelling.	Prior to change, commercial appliances were not allowed to be placed in a residence. Code now has a provision to allow with an engineer design.
P2503.7 Air Testing of PEX Piping	Modification	Allows air/compressed gas to be used for testing of PEX piping systems.	Prior to change only water was allowed to be used for testing all plastic piping. PEX systems can be tested using air now.
P2903.5 Water Hammer Arrestors	Modification	A water hammer arrestor required on quick closing valve locations.	This requirement was removed in the 2009 code edition and has been reintroduced in the 2018.

E3901.9 Garage Receptacle Location	Modification	An outlet is required at each vehicle bay.	Additional outlets are now required in garages to ensure that electic cars and other service equipment has adequate supply.

International Building Code

1609 Wind Loads	Modification	Terminology and design	This code change aligns the 2018 IBC with 2016 ASCE 7 Minimum Design Loads and Associated Criteria for Building. The Texas Department of Insurance is looking to adopt the 2018 codes and requirements for enrollment into the Texas Windstorm pool.

International Plumbing Code

403.2 Facilities for Small Business Occupancies	Modification	Separate facilities shall not be required in business occupancies of 25 or fewer	Municipality cannot require separate facilities for small business occupancies of 25 or fewer. Single use facilities will not have to be labeled for each sex.
605.137 Push-fit Joints	Clarification	Push-fit joint method allowed	Newer push-fit products are allowed as long as installed per manufacturer's instructions.
703.4 Reuse of Buried Drain and Sewer	Modification	Use of existing sewer line for new building.	An existing sewer system can be reused for new building if a visual internal examination (camera) is done.
704.1 Grease-laden Waste Piping Slope	Modification	Minimum slope of 1/4 inch per foot for pipe	This change increased the minimum slope for grease laden sewer lines to minimize grease building up in lines.

International Mechanical Code

504.4 Sealing of Clothes Dryer Exhaust Ducts	Modification	Ducts shall be sealed	Ductwork in the walls for dryer vents have to have the joints sealed.
504.4.1 Clothes Dryer Exhaust Termination	Addition	Passageway of dryer exhaust duct terminals shall be undimished and provide an open area of 12.5 sq inches or greater	Addition of a minimum size termination for a dryer exhaust with no crushing of duct in wall.

National Electric Code

210.11 (c)(4) Garage Branch Circuits	Addition	A garage branch circuit is required. At least one 20 amp circuit is required to serve garage.	The required branch circuit is a common practice that has been codified and provides minimum sizing.
314.7(B) Type NM Cable Entering Metal Boxes	Addition	When nonmetallic-sheathed cable enters metal box, a minimum of 1/4 inch of sheathing must be in box.	Another common practice of ensuring that wiring is protected upon entering metallic box is codified and provides minimum requirements.
422.16(B)(2) Flexible Cords	Revision	Maximum length of cords for dishwashers and disposers increases from 4 feet to 6.5 feet.	An increase in maximum cord size allows contractors more flexibility in installing appliances in larger kitchens/islands.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/1/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Disposal of a Police Department vehicle

Originating Department: Police Department

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The police department has one decommissioned police vehicle (P110, 2012 Chevrolet Tahoe) that it presents for disposal. The department will dispose of the vehicle through services provided by Houston Auto Auction. The vehicle has been in service since 2011 and currently has over 100,000 miles. Costs associated with keeping the vehicle suitable for service are high, making the most cost effective solution to auction the vehicle. P110 was replaced in 2019. The vehicle will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of this vehicle will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of this asset in the manner described above.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the September 2019 Property Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax September 19

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

October 3, 2019

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of September, 2019 is true and correct.

Under my hand and seal this 3rd day of October, 2019.

Cheryl E. Johnson

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.437173	17,419.78	.00	2,690.68	.00	20,110.46	3,062.15	.00	.00	23,172.61
	I & S	.095218	3,794.07	.00	586.06	.00	4,380.13	.00	.00	.00	4,380.13
	TOTAL	.532391	21,213.85	.00	3,276.74	.00	24,490.59	3,062.15	.00	.00	27,552.74
2017	M & O	.432349	2,630.20	.00	777.46	.00	3,407.66	829.63	.00	.00	4,237.29
	I & S	.095000	577.92	.00	170.84	.00	748.76	.00	.00	.00	748.76
	TOTAL	.527349	3,208.12	.00	948.30	.00	4,156.42	829.63	.00	.00	4,986.05
2016	M & O	.462000	419.04	.00	180.03	.00	599.07	140.97	.00	.00	740.04
	I & S	.084000	76.19	.00	32.74	.00	108.93	.00	.00	.00	108.93
	TOTAL	.546000	495.23	.00	212.77	.00	708.00	140.97	.00	.00	848.97
2015	M & O	.497200	5.57	.00	.00	.00	5.57	.00	.00	.00	5.57
	I & S	.071500	.80	.00	.00	.00	.80	.00	.00	.00	.80
	TOTAL	.568700	6.37	.00	.00	.00	6.37	.00	.00	.00	6.37
2014	M & O	.530300	133.45	.00	87.66	.00	221.11	48.72	.00	.00	269.83
	I & S	.061100	15.37	.00	10.10	.00	25.47	.00	.00	.00	25.47
	TOTAL	.591400	148.82	.00	97.76	.00	246.58	48.72	.00	.00	295.30
2013	M & O	.530300	8.24	.00	2.97	.00	11.21	.00	.00	.00	11.21
	I & S	.061100	.97	.00	.35	.00	1.32	.00	.00	.00	1.32
	TOTAL	.591400	9.21	.00	3.32	.00	12.53	.00	.00	.00	12.53
2012	M & O	.530700	4.77	.00	.00	.00	4.77	.00	.00	.00	4.77
	I & S	.066300	.60	.00	.00	.00	.60	.00	.00	.00	.60
	TOTAL	.597000	5.37	.00	.00	.00	5.37	.00	.00	.00	5.37
2011	M & O	.521800	4.42	.00	4.55	.00	8.97	2.03	.00	.00	11.00
	I & S	.068400	.58	.00	.60	.00	1.18	.00	.00	.00	1.18
	TOTAL	.590200	5.00	.00	5.15	.00	10.15	2.03	.00	.00	12.18
ALL	M & O		20,625.47	.00	3,743.35	.00	24,368.82	4,083.50	.00	.00	28,452.32
ALL	I & S		4,466.50	.00	800.69	.00	5,267.19	.00	.00	.00	5,267.19
ALL	TOTAL		25,091.97	.00	4,544.04	.00	29,636.01	4,083.50	.00	.00	33,719.51
DLQ	M & O		20,625.47	.00	3,743.35	.00	24,368.82	4,083.50	.00	.00	28,452.32
DLQ	I & S		4,466.50	.00	800.69	.00	5,267.19	.00	.00	.00	5,267.19
DLQ	TOTAL		25,091.97	.00	4,544.04	.00	29,636.01	4,083.50	.00	.00	33,719.51
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

REVERSALS DETAIL SCHEDULE
FROM: 09/01/2019 THRU 09/30/2019
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2017	786090919T	1097970000020	201909	436.19-	0.00	139.58-	115.15-20172013-22	0.00	690.92-TR
		2017 TOTAL		436.19-	0.00	139.58-	115.15-	0.00	690.92-
2018	786090919T	1097970000020	201909	701.72-	0.00	140.34-	168.41-CERT2013-22	0.00	1,010.47-TR
2018	864091219PHC	168785	201908	49.13-	0.00	4.42-	0.00 CERT	0.00	53.55-RI
2018	864091219PHC	168785	201908	199.20-	0.00	13.94-	0.00 CERT	0.00	213.14-RI
2018	RF190905	412065	201811	0.00	0.00	0.00	0.00 CERT	662.61-	662.61-RF
2018	RF190905	412065	201811	662.61-	0.00	0.00	0.00 CERT	662.61	0.00 RF
2018	CP190924	601957	201908	409.12-	0.00	45.00-	90.82-CERT	0.00	544.94-TR
2018	CP190924	601957	201908	409.12-	0.00	36.82-	0.00 CERT	0.00	445.94-TR
2018	CP190924	601957	201908	409.12-	0.00	28.64-	0.00 CERT	0.00	437.76-TR
		2018 TOTAL		2,840.02-	0.00	269.16-	259.23-	0.00	3,368.41-
		TOTAL REVERSALS		3,276.21-	0.00	408.74-	374.38-	0.00	4,059.33-

FISCAL START: 08/01/2019 END: 07/31/2020 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,292,414,186	133,824-	3,292,280,362	00.532391	206,537.68	17,162

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2018	207,273.10	735.42-	735.42-	77,792.18	77,792.18	128,745.50	37.66	0.00
2017	45,549.62	.00	0.00	6,017.88	6,017.88	39,531.74	13.21	0.00
2016	24,040.73	.00	0.00	937.87	937.87	23,102.86	3.90	0.00
2015	18,497.82	.00	0.00	416.47	416.47	18,081.35	2.25	0.00
2014	18,649.85	.00	0.00	654.63	654.63	17,995.22	3.51	0.00
2013	13,872.95	.00	0.00	32.20	32.20	13,840.75	.23	0.00
2012	12,039.45	.00	0.00	16.60	16.60	12,022.85	.14	0.00
2011	11,426.47	.00	0.00	10.78	10.78	11,415.69	.09	0.00
2010	10,591.35	.00	0.00	12.42	12.42	10,578.93	.12	0.00
2009	12,161.61	.00	0.00	0.00	0.00	12,161.61		0.00
2008	6,351.51	.00	0.00	0.00	0.00	6,351.51		0.00
2007	2,435.78	.00	0.00	0.00	0.00	2,435.78		0.00
2006	2,787.78	.00	0.00	0.00	0.00	2,787.78		0.00
2005	1,428.40	.00	0.00	0.00	0.00	1,428.40		0.00
2004	650.49	.00	0.00	0.00	0.00	650.49		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	924.85	.00	0.00	0.00	0.00	924.85		0.00
2001	941.66	.00	0.00	0.00	0.00	941.66		0.00
2000	996.69	.00	0.00	0.00	0.00	996.69		0.00
1999	481.49	.00	0.00	0.00	0.00	481.49		0.00
1998	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	391,748.72	735.42-	735.42-	85,891.03	85,891.03	305,122.27		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2019
LAND VALUE	4,207,374,518	3,589,474,109	0	0	0	3,589,474,109
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	167,280-	167,280-	617,733,129
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	167,280-	167,280-	4,207,207,238
EXEMPTIONS	891,117,422	891,117,422	0	33,456-	33,456-	891,083,966
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	133,824-	133,824-	3,292,280,362
LEVY	207,273.10	207,273.10	.00	735.42-	735.42-	206,537.68
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed

Report run on: October 2, 2019 4:23 PM

For Remitted Deposit Dates 09/01/2019 thru 09/30/2019 as of 10/02/2019

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 51931	Print Date:09/05/2019						
	Delq	1,999.42	434.94	0.00	0.00	0.00	2,434.36
Last Deposit Date	09/03/2019	$1,999.42	$434.94	$0.00	$0.00	$0.00	$2,434.36
ACH 51965	Print Date:09/09/2019						
	Delq	1,304.22	283.38	0.00	0.00	0.00	1,587.60
Last Deposit Date	09/04/2019	$1,304.22	$283.38	$0.00	$0.00	$0.00	$1,587.60
ACH 52003	Print Date:09/09/2019						
	Delq	5,112.09	1,111.59	0.00	0.00	0.00	6,223.68
Last Deposit Date	09/05/2019	$5,112.09	$1,111.59	$0.00	$0.00	$0.00	$6,223.68
ACH 52068	Print Date:09/11/2019						
	Delq	3,017.72	622.64	0.00	0.00	0.00	3,640.36
Last Deposit Date	09/09/2019	$3,017.72	$622.64	$0.00	$0.00	$0.00	$3,640.36
ACH 52105	Print Date:09/11/2019						
	Delq	627.25	136.62	0.00	0.00	0.00	763.87
Last Deposit Date	09/10/2019	$627.25	$136.62	$0.00	$0.00	$0.00	$763.87
ACH 52136	Print Date:09/12/2019						
	Delq	170.84	37.21	0.00	0.00	0.00	208.05
Last Deposit Date	09/11/2019	$170.84	$37.21	$0.00	$0.00	$0.00	$208.05
ACH 52169	Print Date:09/13/2019						
	Delq	3,413.78	743.53	0.00	0.00	0.00	4,157.31
Last Deposit Date	09/12/2019	$3,413.78	$743.53	$0.00	$0.00	$0.00	$4,157.31
ACH 52203	Print Date:09/16/2019						
	Delq	332.58	67.45	0.00	0.00	0.00	400.03
Last Deposit Date	09/13/2019	$332.58	$67.45	$0.00	$0.00	$0.00	$400.03
ACH 52233	Print Date:09/17/2019						
	Delq	1,656.86	359.98	0.00	0.00	0.00	2,016.84
Last Deposit Date	09/16/2019	$1,656.86	$359.98	$0.00	$0.00	$0.00	$2,016.84
ACH 52264	Print Date:09/23/2019						
	Delq	10.35	1.19	0.00	0.00	0.00	11.54
Last Deposit Date	09/17/2019	$10.35	$1.19	$0.00	$0.00	$0.00	$11.54
ACH 52328	Print Date:09/24/2019						
	Delq	518.92	113.78	0.00	0.00	0.00	632.70
Last Deposit Date	09/20/2019	$518.92	$113.78	$0.00	$0.00	$0.00	$632.70
ACH 52357	Print Date:09/24/2019						
	Delq	44.36	9.67	0.00	0.00	0.00	54.03
Last Deposit Date	09/23/2019	$44.36	$9.67	$0.00	$0.00	$0.00	$54.03
ACH 52388	Print Date:09/25/2019						
	Delq	241.59	52.62	0.00	0.00	0.00	294.21
Last Deposit Date	09/24/2019	$241.59	$52.62	$0.00	$0.00	$0.00	$294.21
ACH 52417	Print Date:09/26/2019						
	Delq	3,943.74	860.44	0.00	0.00	0.00	4,804.18
Last Deposit Date	09/25/2019	$3,943.74	$860.44	$0.00	$0.00	$0.00	$4,804.18

Summary of Jurisdiction Remittances Processed

Report run on: October 2, 2019 4:23 PM

For Remitted Deposit Dates 09/01/2019 thru 09/30/2019 as of 10/02/2019

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 52439	Print Date:09/30/2019						
	Delq	48.25	10.58	0.00	0.00	0.00	58.83
Last Deposit Date	09/26/2019	$48.25	$10.58	$0.00	$0.00	$0.00	$58.83
ACH 52488	Print Date:10/02/2019						
	Delq	1,926.85	421.57	0.00	0.00	0.00	2,348.42
Last Deposit Date	09/30/2019	$1,926.85	$421.57	$0.00	$0.00	$0.00	$2,348.42
	Total:	**$24,368.82**	**$5,267.19**	**$0.00**	**$0.00**	**$0.00**	**$29,636.01**

ACTGL_TU_REMIT_SP

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/15/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ratifying the Mayor's signature on an agreement with Windsor EMS for Dispatching Services

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Presented for Council consideration is a contractual agreement for dispatching services between Windsor EMS, Inc. and City of Friendswood and a resolution authorizing the Mayor to enter into an agreement with Windsor EMS, Inc. for the purpose of providing emergency dispatching services. The parties have reached an agreement which is submitted for your approval. The agreement will take effect October 1, 2019. During the term of the agreement, Windsor EMS, Inc. will pay $18,000 annually.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Emergency medical services are a public necessity. The City of Friendswood has facilities and personnel for emergency dispatch operations that Windsor EMS does not. The City already provides emergency dispatch services through an agreement with Forest Bend Volunteer Fire Department who generally responds to calls for service with the contracted EMS provider.

RECOMMENDATIONS

All entities endorse this proposed agreement and recommend passage.

ATTACHMENTS

1. EMS Dispatching Agreement-Windsor EMS-Final

EMERGENCY MEDICAL SERVICES DISPATCHING AGREEMENT

BETWEEN WINDSOR EMS, INC.,

AND THE CITY OF FRIENDSWOOD

Introduction:

This Emergency Medical Services Dispatching Agreement dated as of this _____ day of _____, 2019, is between the City of Friendswood, a home rule municipality, and Windsor EMS, Inc., a for-profit organization incorporated in the State of Texas.

Recitals:

WHEREAS, emergency medical services are a public necessity for the citizens of Harris County Municipal Utilities District 55 (MUD 55);

WHEREAS, the City of Friendswood (CITY) has facilities and personnel for emergency dispatch operations that Windsor EMS (EMS) does not;

WHEREAS, Windsor EMS (EMS) desires to contract with the City of Friendswood (CITY), to provide emergency dispatching services for citizens within MUD 55; and

WHEREAS, The City of Friendswood (CITY) has agreed to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the CITY and WINDSOR EMS (jointly known as Parties) contract and agree as follows:

I.

Services Provided

The City of Friendswood will maintain and operate an Emergency Communications Center which will provide a central facility for the receipt of emergency and non-emergency communications (whether oral, written, telephonic, radio or other means) directed to Windsor EMS (EMS), and for the dispatching of EMS personnel and equipment, either by oral communication, radio, telephone or other electronic means, within the geographic area served by Windsor EMS (EMS).

II.

Payment by Windsor EMS for Emergency Dispatch Services

In consideration of the performance of the Services described herein, WINDSOR EMS shall pay CITY a monthly contract value of $1,500.00 in monthly payments due on the 15th of each month.

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase the CITY costs to supply Services, the actual direct and indirect financial impact of said laws shall be added to the monthly fee.

III.

Responsibilities of WINDSOR EMS

Windsor EMS (EMS) will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the CITY Police Department and Dispatch. Personnel and equipment must be equipped with an appropriately programmed radio. Radios must be programmed with an approved template provided by the City of Friendswood (CITY) to provide inter-operative communications.

Windsor EMS and City Dispatch will agree to protocols and procedures required for Services pursuant to this Agreement, including the following:

The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center. The dissemination of that information will be in the following protocol:

1. The primary form of incident notification (the alerts for a call for service) and incident data for service for Windsor EMS (EMS) will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz Motorola Apex radios and Motorola Minitor VHF (151.445/159.225 frequency) pagers. These radio and pager systems are intrinsically reliable and provide the responding EMS personnel with the most essential first responder information.

2. The secondary form of incident data information will be through the Police Department's CAD system. The CITY will provide access to CAD for all Windsor EMS call-for-service information and EMS billing requirements.

3. The additional method of incident notification and incident data information will be through WINDSOR EMS sponsored third-party applications, where members can subscribe to e-vendors for EMS call information and notifications on their personnel mobile devices. It will be at the discretion of WINDSOR EMS leadership what applications are utilized and in what manner. The application needs to be approved by the League City Consortium and any change in vendors needs to be communicated with the CITY. The use of these applications must be reviewed/audited at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.

4. A data transfer interface will be provided to allow CAD call information to be populated into incident reporting systems including those used for EMS Billing and patient care reports.

IV.

Responsibilities of the City of Friendswood

CITY shall provide the following to WINDSOR EMS:

(a.) 9-1-1 dispatch services in MUD 55 by the Friendswood Police Department Communications Division.

V.

Contract Default

The monthly fee set forth in Paragraph II of this Agreement is payable upon execution of this Agreement, and on the 15th of each month thereafter. If Windsor EMS has not paid any of the compensation described in Paragraph II within the time allowed by this Paragraph it shall be considered in default. In the event of default by Windsor EMS, all emergency communications services to be provided by the City of Friendswood under this agreement may be suspended ninety (90) days after written notice of default is given to Windsor EMS. The default may be cured by full payment of all past due fees and collection charges within thirty (30) days after suspension of service, where upon emergency communications services shall be restored. If Windsor EMS is in default two or more times after the inception of this Agreement, it is subject to forfeiture of all rights under this Agreement and to permanent loss of all rights to receive emergency communications services from the City of Friendswood. Under no circumstances shall the City of Friendswood accept liability for providing or failure to provide emergency communication services to Windsor EMS for being in default as per the terms of this Agreement.

V.

Governing Laws

The obligations of the City of Friendswood and Windsor EMS shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising out of the performance of this Agreement shall lie in court of competent jurisdiction in Galveston County, Texas.

VI.

Entire Agreement and Severability

This Agreement and any amendments thereto, contain the entire agreement between the City of Friendswood and Windsor EMS for emergency dispatch services. No variations, modifications or changes shall be binding unless in writing. The phrases, clauses, sentences, paragraphs or sections of this agreement are severable and, if any phrase, clause, sentence paragraph, or section of this agreement should be declared invalid by the final decree or judgment

of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

VII.

Indemnification and Insurance

Windsor EMS (EMS) agrees to indemnify, defend, and hold harmless the City of Friendswood (CITY), its officers, officials, agents, and employees from and against any and all claims, loss, damages, suits, causes of action, or liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of, or in conjunction with the work done by or caused by, or any acts or omissions of Windsor EMS (EMS), its officers, employees, agents or subcontractors, relating to any of the EMS duties, obligations, or its performance under this Agreement.

Insurance Requirements:

Windsor EMS (EMS) agrees to keep the following Insurance in full force and effective during the term of this Agreement and name the City of Friendswood (CITY) as an additional insured:

Comprehensive General Liability: occurrence type insurance:

1. Bodily injury $500,000 single limit per occurrence or $500,000 each person/$500,000 per occurrence.
2. Property Damage $100,000 per occurrence.
3. Minimum aggregate policy year limit $1,000,000.

Windsor EMS (EMS) will notify City at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to City at least ten (10) days following coverage renewals or changes.

VIII.

Term

The initial term of this Agreement shall begin on October 1, 2019 (Effective Date) and shall be in force and effect for three (3) years, ending on September 30, 2022. The Agreement may be extended for two (2) intervals of one (1) year each, upon mutual agreement of the governing body of Parties.

VIIII.

Termination

This Agreement may be terminated in the following ways:

(a.) After the initial term or agreed extensions of this Agreement has expired, CITY or WINDSOR EMS may terminate this Agreement by giving the other party at least one

hundred eighty (180) days prior written notice of the termination. CITY must continue to provide service to WINDSOR EMS (EMS) during this time; or

(b.) This Agreement may be terminated upon written, mutual agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written on this Agreement.

CITY OF FRIENDSWOOD, TEXAS

BY: _____

Mike Foreman, Mayor

ATTEST:

BY: _____

Melinda Welsh, City Secretary

CITY OF FRIENDSWOOD STATE OF TEXAS

WINDSOR EMS, INC.

BY: _____

Ryan Lynn, Chief Operating Officer

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/23/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing the Mayor to call a Regular Meeting of the City Council on November 18, 2019, to canvass the November 5, 2019, Special Bond Election results

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Allowing City Council to hold a regular meeting on November 18, 2019 to canvass the returns of the November 5, 2019 Special Bond Election.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: November 4, 2019

Date submitted: 10/8/2019

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Minutes of the September 9, September 23, September 30, and October 7, 2019, Council Meetings

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of September 09, 2019, September 23, 2019, September 30, 2019, and October 07, 2019, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 20190909m DRAFT
2. 20190923m DRAFT
3. 20190930m DRAFT
4. 20191007m DRAFT

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
SEPTEMBER 9, 2019

5:30 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, SEPTEMBER 9, 2019, AT 05:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Pledge of Allegiance to the United States and Texas Flags – Boy Scout Anthony Duron with Troop 445

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Boy Scout Anthony Duron with Boy Scout Troop 445 led the Pledge of Allegiance to the United States and to the State of Texas.

3. Invocation - Pastor Jonathan Smith, First Baptist Church

The invocation was given by Pastor Jonathan Smith with First Baptist Church Friendswood.

4. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to

include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

Jalna Westerfeld, Friendswood resident, addressed Council and stated her back deck is close to the new dog park at Old City Park, missed the opportunity for input into the park, cars are parking in grass, keep rules that are in place now, do not add hours or lights, install and enforce no parking signs along Merriwood Drive, and she knows she will have to give up some of her outdoor time due to the noise.

Don Johnson, Friendswood resident, addressed Council and stated he would like to thank Mayor, Council, Staff and the Drainage Subcommittee for the great work that was done putting a flood mitigation proposal before citizens, is going in the right direction. The interlocal agreement with the City of League City may be a step in the wrong direction, the City of League City approved a bond election but no money was requested to improve the flow of Clear Creek, suggested language to add to the interlocal agreement and handed out a document with that language included.

Phil Ratisseau, Friendswood resident, addressed Council and stated he does not believe the interlocal agreement with the City of League City is in the city's best interest and provided other suggestions.

5. WORK SESSION

A. Budget Discussion

Mayor Foreman opened the discussion regarding the city's proposed Fiscal Year 2019-2020 General Fund Budget. Administrative Services Director Katina Hampton presented a PowerPoint presentation regarding Fiscal Year 2020 total revenue of $79.5 Million, Fiscal Year 2020 total expenditures of $ 79.3 Million, General Fund revenue of $30.1 Million, current tax rate of $0.5324, estimated taxable value of $3.7 Billion, includes new construction and the value of the Over 65 Freeze ceilings, building permit fees included in the proposed budget are reflective of legislative changes, General Fund expenses of $30.1 Million, General Fund Forces at Work total of $269,950, General Fund Decision Packages total of $603,076, Water and Sewer Fund revenues of $19.7 Million, Water and Sewer Fund expenses of $19.7 Million, Water and Sewer Fund Forces at Work, Water and Sewer Fund Decision Packages total of $57,904, General Fund unfunded Decision Packages, and Water and Sewer Fund unfunded Decision Packages.

Discussion took place between Mayor, Council, and Staff regarding the budget process related to Decision Packages, adjustments to Fiscal Year 2020 total revenue and expenses from the August 2019 Council meeting, and sponsorship donations for senior activity events related to the budget.

B. Fire and Rescue Services and Emergency Medical Services (EMS) Contract Review

Mayor Foreman opened the discussion regarding Fire and Rescue Services and Emergency Medical Services (EMS) contract review. Fire Marshal Brian Mansfield presented a PowerPoint presentation regarding EMS and fire services contracts, current contract with the city expires September 30, 2019, and a brief history was given in regards to EMS. A significant change to both

contracts included separation of the fire and EMS contracts, will allow Friendswood Volunteer Fire Department to focus on delivering services for each contract, annual increase to contract amount, and will help address capital needs and funding. Significant changes to EMS portion will include two full-time ambulances and one medic supervisor, three year contract with two one-year extensions, and a contract increase of $10,000 per every 100 calls over 3,000. Changes to the fire rescue portion include a day captain and day crew consisting of Texas Commission on Fire Protection Certified Firefighters, and a five year contract with two one-year extensions.

Discussion took place between Mayor, Council, and Staff regarding the separation of fire rescue and Emergency Medical Services (EMS) into separate contracts with the Friendswood Volunteer Fire Department, allowance for annual contract increases, and the benefits of additional staffing for EMS.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10B, Annual Collection Report from Delinquent Tax Attorney Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP.

6. Special Recognition and Acknowledgements

A. Presentation of the 16th Consecutive Government Finance Officers Association's Distinguished Budget Presentation Award by Roger Roecker, former City Manager and Past President of the Government Finance Officers Association of Texas (GFOAT) and GFOAT Representative to the Government Finance Officers Association.

Roger Roecker, former City Manager and Past President of the Government Finance Officers Association of Texas (GFOAT) and GFOAT representative to the Government Finance Officers Association presented the Government Finance Officers Association's Distinguished Budget Presentation Award to Administrative Services Director Katina Hampton and her Staff. This is the 16th consecutive year for the city to earn the Distinguished Budget Presentation Award. Ms. Hampton thanked the Administrative Services Department Staff and the budget team for their help and support.

With concurrence of Council, Mayor Foreman moved to Agenda Item 15, Consent Agenda.

7. Public Hearings

To receive comments from the public, both oral and written, regarding:

A. Proposed Fiscal Year 2019-2020 General Operating Budget for the City of Friendswood

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding the proposed Fiscal Year 2019-2020 General Operating Budget for the City of Friendswood.

Mayor Foreman asked if anyone would like to speak in favor or in opposition to the proposed Fiscal Year 2019-2020 General Operating Budget for the City of Friendswood. No one spoke.

Hearing no comments from the public, Mayor Foreman closed this portion of the Public Hearing.

B. Zone classification change request for a 4.2507 acre tract of land, Sun Meadow Subdivision,

located at 2407 W. Parkwood Ave., Suite 108 (1,425 square feet), Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131 Religious Organizations

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding a zone classification change request for a 4.2507 acre tract of land, Sun Meadow Subdivision, located at 2407 West Parkwood Avenue, Suite 108 (1,425 square feet), Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use No. 8131 Religious Organizations.

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission's (P&Z) recommendation was 5-1 in favor of the request with one commissioner absent. P&Z discussed current parking, existing signage, and liquor licenses in regards to existing businesses and any future new businesses.

Mayor Foreman asked if anyone would like to speak against the request. No one spoke.

Mayor Foreman asked if anyone would like to speak in favor of the request.

Councilmember Griffon asked why the whole tract was being addressed, and City Manager Morad Kabiri answered the Specific Use Permit is only for the requested 1,425 square feet.

Donna Winfrey, Realtor, stated there is a three year lease, only signage would be on the door, will pray for 10 minutes a day, three times a day, the highest attendance will be Friday evenings, and the remaining time the space will be used as an office.

Councilmember Hanks asked the distance between the requested site and Moreno's Mexican Restaurant and Friends Pub, and Ms. Winfrey answered that there are several stores between the suites.

Councilmember Erenwert asked regarding the liquor licenses would any future new business that moved into the shopping center be able to sell liquor, and City Manager Morad Kabiri answered if there is less than 300 feet from door to door a liquor license could not be issued.

Hearing no further comments from the public, Mayor Foreman closed this portion of the Public Hearing.

8. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

Dallas Wilson, Adult Ministries Pastor from Grace Church, addressed Council and stated he would like to thank Council for their service to the community, gave each councilmember a medallion as a

recognition, thankful for the partnership and relationship the church has with the city, and looks to send their membership into the community seeking opportunities to serve and partner with others.

Connie Ratisseau, Friendswood resident, addressed Council and asked if clarification could be provided regarding the interlocal agreement with the City of League City, and would the agreement restrict or change flood mitigation items previously discussed.

Don Johnson, Friendswood resident, addressed Council and provided his suggestions on implementation of flood mitigation measures and explained what those measures should be.

With concurrence of Council, Mayor Foreman moved to Agenda Item 10A, Annual report from Friendswood Downtown Economic Development Corporation.

9. City Manager's Report

A. National Night Out

City Manager Morad Kabiri reported that National Night Out has been scheduled for Tuesday, October 1, 2019. National Night Out is a great opportunity for citizens and law enforcement to partner up against crime. To join in on the National Night Out event, get your neighbors to turn their porch lights on, organize a block party or some type of neighborhood event, fill out and return a National Night Out application to Officer Kevin Crouch at the Friendswood Police Department.

B. Friendswood Library Summer Reading

The City Manager reported that this summer the City of Friendswood Public Library had over 1,500 readers join the Summer Reading Club, over 15,000 hours, completed over 1,600 reading challenges, and there were over 4,179 prizes awarded throughout the summer. There were 78 adults that registered for the summer reading challenge, a total of 204 books were read and 46 reading challenges completed. Business sponsors included Sonic, TCBY, Whataburger, Houston Astros, Raising Cane's, Bounce Town, and the Friends of the Library.

The City Manager reported the Friendswood Public Library will hold its First Annual Gala on October 4, 2019, hosted by Friends of the Library, tickets will be $100 per person, there will be a well-known guitarist, and all funds raised will go to support the Friends of the Library.

C. Chamber Business and Health Expo

The City Manager reported that the Fourth Annual Friendswood Chamber of Commerce Business and Health Expo will be held on September 19, 2019, at First Baptist Church of Friendswood. The expo will allow local businesses and other industries to showcase their offerings with the public. This year's theme is "The Pulse of the Community", and will focus on local health care providers.

D. Hurricane Harvey Update

The City Manager reported regarding a Hurricane Harvey update. Staff has attended stakeholder forum meetings with the United States Army Corps of Engineers, met with Federal Emergency

Management Agency (FEMA), have had multiple meetings with the Clear Creek Watershed Steering Committee, met with the Texas General Land Office and attended multiple webinars on upcoming mitigation dollars, and met with the multiple entities regarding land acquisition along Clear Creek for current Galveston County Consolidated Drainage District flood mitigation projects. There are multiple buyout applications pending, and Staff continues to meet as frequently as possible with the regulating entities to keep the items moving forward.

With concurrence of Council, Mayor Foreman moved to Agenda Item 14, Communications from the Mayor and Councilmember.

10. Communications from Committees and Special Reports

A. Annual Report from Friendswood Downtown Economic Development Corporation Vice-President Arden “Trey” Hill

Friendswood Downtown Economic Development Corporation Vice-President Arden "Trey" Hill presented the annual report from the Friendswood Downtown Economic Development Corporation.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11A, Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2019, (Fiscal Year October 1, 2019, through September 30, 2020), to place a proposal to adopt a rate on the October 7, 2019, City Council agenda, and to schedule any required Public Hearings.

B. Annual Collection Report from Delinquent Tax Attorney Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP

Delinquent Tax Attorney Mike Darlow presented the Annual Collection Report from Perdue, Brandon, Fielder, Collins & Mott, LLP.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6A, Special Recognition and Acknowledgements.

11. Discussion and Possible Action

A. Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2019, (Fiscal Year October 1, 2019, through September 30, 2020), to place a proposal to adopt a rate on the October 7, 2019, City Council agenda, and to schedule any required public hearings.

******Councilmember Rockey moved to approve the proposed Ad Valorem Tax Rate for 2019 (Fiscal Year October 1, 2019, through September 30, 2020) to place a proposal to adopt a rate on the October 7, 2019, City Council agenda, and to schedule any required Public Hearings.
The motion was seconded and approved 5-2 with Councilmembers Griffon and Scott opposed.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11D, Discussion and possible action regarding authorizing the City Manager to execute an interlocal agreement with the City of League City to complete a flood mitigation plan for lower Clear Creek and Dickinson Bayou.

B. Discussion and possible action regarding authorizing the City Manager to make

amendments and execute a contract for Fire and Rescue Services with the Friendswood Volunteer Fire Department.

******Councilmember Rockey moved to approve authorizing the City Manager to make amendments and execute a contract for Fire and Rescue Services with the Friendswood Volunteer Fire Department.
The motion was seconded and approved unanimously.

C. Discussion and possible action regarding authorizing the City Manager to make amendments and execute a contract for Emergency Medical Services with the Friendswood Volunteer Fire Department.

******Councilmember Branson moved to approve authorizing the City Manager to make amendments and execute a contract for Emergency Medical Services with the Friendswood Volunteer Fire Department.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 9, City Manager's Report.

D. Discussion and possible action regarding authorizing the City Manager to execute an interlocal agreement with the City of League City to complete a flood mitigation plan for Lower Clear Creek and Dickinson Bayou.

******Councilmember Griffon moved to approve authorizing the City Manager to execute an interlocal agreement with the City of League City to complete a flood mitigation plan for lower Clear Creek and Dickinson Bayou.
The motion was seconded and approved unanimously.

E. Discussion and possible action regarding disposition of RFP Number 2019-04 Acquisition and Project Management Services, to advise and assist with evaluating, planning, management, and execution of various property acquisition programs.

******Councilmember Branson moved to approve the disposition of RFP No. 2019-04 for acquisition and project management services, to advise and assist with evaluating, planning, management, and execution of various property acquisition programs.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 13, Ordinances.

12. Resolution

Consideration and possible action regarding the following:

A. <u>Resolution R2019-26</u>: A resolution of the City Council of the City of Friendswood, Texas, amending and replacing Resolution No. R2019-09 with this resolution; authorizing and approving the 2018 Community Development Block Grant – Disaster Recovery. (CDBG-DR)

******Councilmember Griffon moved to approve Resolution **R2019-26** – A resolution of the City Council of the City of Friendswood, Texas, amending and replacing Resolution No. R2019-09 with this resolution; authorizing and approving the 2018 Community Development Block Grant – Disaster Recovery. (CDBG-DR).
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11B, Discussion and possible action regarding authorizing the City Manager to make amendments and execute a contract for Fire and Rescue Services with the Friendswood Volunteer Fire Department.

13. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2019-30: (Title: Second and Final reading of an ordinance amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas, by granting an amendment to Ordinance 2015-26 by adding NAICS Use # 8121 "Personal Care Services," but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, establishing the Planned Unit Development (PUD) for the use of the subject property) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for 402 E. Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas; providing for the granting of an amendment to the Specific Use Permit (SUP) approved by Ordinance 2015-26 on November 2, 2015, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, adopted on March 6, 1995, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

******Councilmember Scott moved to approve the Second and Final reading of Ordinance No. **2019-30** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for 402 East Edgewood Drive, being a .3857 acre tract of land out of Lot 21 of the Hoidale and Coffman Subdivision of the northeast part of the Perry and Austin League, Abstract No. 2, Galveston County, Friendswood, Texas; providing for the granting of an amendment to the Specific Use Permit (SUP) approved by Ordinance 2015-26 on November 2, 2015, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 95-3, adopted on March 6, 1995, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.
The motion was seconded and approved unanimously.

B. Ordinance No. T2019-31: (Title: Second and Final reading of an ordinance changing the prior zoning classification of a tract of land consisting of .981 acres, also known as Lots 1, 2, and 3 in Winding Hollow Subdivision, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions and conditions of Ordinance 2016-01) An ordinance amending

Appendix "C" of the Code of Ordinances of the City of Friendswood, Texas, being the Zoning Ordinance of the City, by amending the zoning classification of a .981 acre tract of land, located at 103, 105 and 107 Shadwell Lane, Winding Hollow Subdivision, being a replat of a part of Lot 1, Block 6, Friendswood Subdivision, in the Sarah McKissick or J.R. Williams League, according to the map of record in Volume 238, Page 14 in the Office of the County Clerk of Galveston County, Texas, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01, adopted on February 1, 2016, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

******Councilmember Branson moved to approve the Second and Final reading of Ordinance No. **2019-31**– An ordinanceamending Appendix "C" of the Code of Ordinances of the City of Friendswood, Texas, being the Zoning Ordinance of the City, by amending the zoning classification of a .981 acre tract of land, located at 103, 105 and 107 Shadwell Lane, Winding Hollow Subdivision, being a replat of a part of Lot 1, Block 6, Friendswood Subdivision, in the Sarah McKissick or J.R. Williams League, according to the map of record in Volume 238, Page 14 in the Office of the County Clerk of Galveston County, Texas, providing for an amendment to Planned Unit Development (PUD) 2016-01 to consider a new site plan and building elevations for a building to be constructed on the lot located at 107 Shadwell Lane, but otherwise subject to the prior regulations, restrictions, and conditions of Ordinance 2016-01, adopted on February 1, 2016, establishing the Planned Unit Development (PUD) for the use of the subject property; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.
The motion was seconded and approved unanimously.

C. <u>Ordinance No. T2019-32: (Title: Second and Final reading of an ordinance amending Appendix D, the Schedule of Fees for building permits as a result of House Bill 852</u>) An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852. (Amended 08/05/19 on First Reading)

******Councilmember Branson moved to approve the Second and Final reading of Ordinance No. **2019-32**– An ordinanceamending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the adjustment of buildings and building regulations fees per House Bill 852. (Amended 08/05/19 on First Reading).
The motion was seconded and approved unanimously.

D. <u>Ordinance No. T2019-35: (Title: First reading of an ordinance rezoning 1,425 square feet described as Suite 108 within a tract of land consisting of 4.2507 acres, located at 2407 W. Parkwood Ave. Suite 108, also known as Reserve A in the Final Plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, (as more fully described herein), from Community Shopping Center (CSC) to Community Shopping Center/Specific Use Permit (CSC/SUP) to allow NAICS Use #8131, "Religious Organizations, limited to the specific area denoted herein"</u>) An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, Section 3, "Provision for Official Zoning Map", rezoning Suite 108, being 1,425 square feet, denoted in Exhibit "B-5" generally located within 2407 W.

Parkwood Ave., a tract of land of approximately 4.2507 acres, also known as Reserve A in the final plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, more fully described herein from the current designation of Community Shopping Center ("CSC") to Community Shopping Center/Specific Use Permit ("CSC/SUP"), permitting NAICS Use #8131 "Religious Organizations"; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

******Councilmember Griffon moved to **table** the First reading of Ordinance No. **T2019-35** – An ordinance amending Appendix "C" "Zoning", of the Code of Ordinances of the City of Friendswood, Texas, Section 3, "Provision for Official Zoning Map", rezoning Suite 108, being 1,425 square feet, denoted in Exhibit "B-5" generally located within 2407 West Parkwood Avenue, a tract of land of approximately 4.2507 acres, also known as Reserve A in the final plat of Sun Meadow Professional, Friendswood, Galveston County, Texas, more fully described herein from the current designation of Community Shopping Center ("CSC") to Community Shopping Center/Specific Use Permit ("CSC/SUP"), permitting NAICS Use No. 8131 "Religious Organizations"; providing for the amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.
The motion **to table** was seconded and approved 4-3 with Mayor Foreman and Councilmembers Rockey and Branson opposed.

E. <u>Ordinance No. T2019-36 : (Title: First and Final reading of an ordinance adopting Budget Amendment XI to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds</u>) An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

******Councilmember Scott moved to approve the First and Final reading of Ordinance No. **2019-36** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XI" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 16, Adjournment.

14. Communications from the Mayor and Councilmembers

Councilmember Rockey stated that the Friendswood Public Library will host their first annual gala on October 4, 2019, will be a fun evening and a great event.

Councilmember Branson stated she appreciated everyone that participated in the Fourth Annual

Labor Day Ice Cream Social and there were close to 1,000 people at the event. She congratulated Councilmember Hanks for winning the Bay Area Alliance for Youth and Family Services Dancing with the Stars based on her ability to raise money and dance.

Councilmember Hanks stated this will be the first year Friendswood schools will be involved with Bay Area Alliance for Youth and Family Services, are a non-profit, builds community partnerships to discourage alcohol use in underage kids. She participated in the Dancing with the Stars event to help raise money for all the children and those that need love to discourage underage drinking, support parents, worked for two months learning the dance, found out she is not a dancer, the event was for a good cause and a lot of fun.

Mayor Foreman stated the ice cream social was a great event, funded by donors and sponsors and not the city, and is becoming a popular event.

Councilmember Griffon stated the budget team has done a great job, need to look at the budget since appraisals have gone up, is not comfortable not going with the Effective Tax Rate, and does not feel good about raising taxes. He thanked Administrative Services Director Katina Hampton and her Staff for the work they have done on the budget.

Councilmember Erenwert congratulated Administrative Services Director Katina Hampton and her Staff on being awarded the Government Finance Officers Association's Distinguished Budget Presentation Award, take for granted that the city wins the award year after year, and it gets harder to win each year when the bar is set high.

Councilmember Scott stated he had nothing to report.

Mayor Foreman recessed the meeting at 6:43 PM, and reconvened the meeting at 7:00 PM.

With concurrence of Council, Mayor Foreman moved to Agenda Item 7, Public Hearings.

15. Consent Agenda

Consideration and possible action regarding the following:

A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to have Special City Council meetings on September 23, 2019, and September 30, 2019, to discuss items related to the budget

B. Approving a contract with Galveston County Health District for Water Pollution Control and Abatement services for 2019-2020 and authorize the Mayor to execute the contract

C. Approving an Interlocal Agreement with the Harris-Galveston Subsidence District to participate in the Water Wise Conservation Program and authorizing the Mayor to execute the agreement

D. Ratifying the City Manager's signature on an agreement for AT&T to make modifications to the telecommunications tower at the Public Safety Building, 1606 Whitaker Drive

E. Accepting the July 2019 Property Tax Report

F. Approving the Minutes of the August 5, 2019, Council Meeting

******Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to have Special City Council meetings on September 23, 2019, and September 30, 2019, to discuss items related to the budget. B. Approving a contract with Galveston County Health District for Water Pollution Control and Abatement services for 2019-2020 and authorize the Mayor to execute the contract. C. Approving an Interlocal Agreement with the Harris-Galveston Subsidence District to participate in the Water Wise Conservation Program and authorizing the Mayor to execute the agreement. D. Ratifying the City Manager's signature on an agreement for AT&T to make modifications to the telecommunications tower at the Public Safety Building, 1606 Whitaker Drive. E. Accepting the July 2019 Property Tax Report. F. Approving the Minutes of the August 5, 2019, Council Meeting. The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 12, Resolution.

16. Adjournment

The meeting was adjourned at 7:48 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
SEPTEMBER 23, 2019

7 PM – SPECIAL MEETING

MINUTES OF A SPECIAL MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, SEPTEMBER 23, 2019, AT 07:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR PRO-TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

Mayor Mike Foreman was absent from the meeting.

1. Call to order

Mayor Pro-Tem Branson called the meeting to order.

2. Invocation – Pastor Ralph Hobratschk, Hope Lutheran Church

The invocation was given by Pastor Ralph Hobratschk with Hope Lutheran Church.

3. Pledge of Allegiance to the United States and Texas Flags – Shooting Stars Girl Scouts Paige Armstrong and Alexandra Castillo with Troop 143007

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Shooting Stars Girls Scouts Paige Armstrong and Alexandra Castillo with Troop 143007 led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so

discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

Mayor Pro-Tem Branson asked if anyone would like to speak. No one spoke.

5. Public Hearing

To receive comments from the public, both oral and written, regarding:

A. Proposed Tax Rate for Fiscal Year 2019-20

Mayor Pro-Tem Branson called a Public Hearing to order to receive comments from the public, both oral and written, regarding the proposed tax rate for Fiscal Year 2019-2020.

City Manager Morad Kabiri stated Staff received the certified values after the last Council meeting, and is recommending to lower the tax rate by a penny. The proposed tax rate would still be over the Effective Tax Rate.

Mayor Pro-Tem Branson asked if anyone would like to speak in favor or in opposition to the proposed tax rate for Fiscal Year 2019-2020. No one spoke.

6. Discussion and Action

A. Discussion and possible action regarding approving a contract with Harris County for Election Services.

******Councilmember Scott moved to approve a contract with Harris County for Election Services.
The motion was seconded and approved 6-0.

7. Communications from the Mayor and Councilmembers

Mayor Pro- Tem Branson expressed condolences from the City of Friendswood for the Gordon family on the loss of their son Cole. The City of Friendswood flag will be flown at half-mast in honor of Cole Gordon until services have been completed.

Councilmembers Rockey, Hanks, Griffon, Scott, and Erenwert stated they had nothing to report.

8. Consent

Consideration and possible action regarding the following:

A. Approving the Minutes of the August 12, 2019, Council Meeting

******Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Approving the Minutes of the August 12, 2019, Council Meeting.
The motion was seconded and approved 6-0.

9. Adjournment

The meeting was adjourned at 7:06 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
SEPTEMBER 30, 2019

7 PM – SPECIAL MEETING

MINUTES OF A SPECIAL MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, SEPTEMBER 30, 2019, AT 07:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO-TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

Councilmembers Trish Hanks and John Scott were absent from the meeting.

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation – Pastor Lynn Colby, Calvary Chapel

The invocation was given by Pastor Lynn Colby with Calvary Chapel.

3. Pledge of Allegiance to the United States and Texas Flags – Girl Scouts Penelope Pakizer and Eleanor Pakizer with Troop 143007

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Girl Scouts Penelope Pakizer and Eleanor Pakizer with Troop 143007 led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

5. Public Hearing

To receive comments from the public, both oral and written, regarding:

A. Proposed Tax Rate for Fiscal Year 2019-20

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding the proposed tax rate for Fiscal Year 2019-2020.

City Manager Morad Kabiri stated Staff recommends to lower the tax rate by a penny. The proposed tax rate would still be over the Effective Tax Rate.

Mayor Foreman asked if anyone would like to speak in favor or in opposition to the proposed tax rate for Fiscal Year 2019-2020. No one spoke.

6. Communications from the Mayor and Councilmembers

Councilmember Griffon wished his daughter Abby a Happy Birthday.

Councilmember Branson stated the ribbon cutting ceremony for the canoe launch at 1776 Park will be October 7, 2019.

Councilmember Rockey stated there is one or two days left to purchase tickets to the Friendswood Public Library Gala.

Mayor Foreman stated the Friendswood Public Library Gala will be a good time.

7. Adjournment

The meeting was adjourned at 7:04 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary

DRAFT

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
OCTOBER 7, 2019

5 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, OCTOBER 7, 2019, AT 05:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO-TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation – Pastor Jim Bass, Friendswood Methodist Church

The invocation was given by Pastor Jim Bass with Friendswood Methodist Church.

3. Pledge of Allegiance to the United States and Texas Flags – Cub Scouts Hayden Blevins and Michael Neil with Pack 224

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Cub Scouts Hayden Blevins and Michael Neil with Pack 224 led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so

discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

Phil Ratisseau, Friendswood resident, addressed Council and asked if Staff could explain the recently approved House Bill 2840 regarding public comment. City Attorney Mary Kay Fischer explained the new law.

5. WORK SESSION

A. Changes to the Appointment Policy for Boards, Commissions and Committees

Mayor Foreman opened the discussion regarding changes to the Appointment Policy for Boards, Commissions and Committees. Community Development Director/City Planner Aubrey Harbin presented a PowerPoint presentation regarding proposed changes to the appointment policy, additional two alternate members to Keep Friendswood Beautiful, change the Planning and Zoning Commission meeting days to the second and fourth Thursday of the month, change the Zoning Board of Adjustment to consist of seven regular members and two alternate members, and changes to the volunteer application.

Discussion took place between Mayor, Council, and Staff regarding the proposed changes to the Zoning Board of Adjustment.

B. Development Regulations

Mayor Foreman opened the discussion regarding development regulations. Community Development Director/City Planner Aubrey Harbin and Building Official Brain Rouane presented a PowerPoint presentation regarding updates and changes to development regulations, including Zoning Board of Adjustment authority, update from 2012 to 2018 International Building Codes and 2017 National Electrical Code, building material changes due to House Bill 2439, sidewalks, and sidewalk fund.

Discussion took place between Mayor, Council, and Staff regarding proposed changes to Zoning Board of Adjustment is to allow more flexibility to make a decision, updates to the International Building Code and National Electrical Code, House Bill 2439, and sidewalks.

C. Capital Projects Update

Mayor Foreman opened the discussion regarding Capital Projects update. Director of Engineering/City Engineer Jildardo Arias presented a PowerPoint presentation regarding progress made on Capital Projects since August 2019. He reported on Old City Park, Blackhawk Boulevard Phase II, 2018 storm sewer cleaning and inspection, 2018-2019 street maintenance program, 2019-2020 street maintenance program, Lift Station No. 23, and drainage advocacy efforts.

With concurrence of Council, Mayor Foreman moved to Agenda Item 13A, Resolutions.

6. CLOSED EXECUTIVE SESSION – (Executive Conference Room/Adjacent to Council Chambers-City Hall)

A. Communications from the Public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.072: Deliberations about Real Property; to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governing body in negotiations with a third party with possible discussion and action related thereto in open session.

Council convened into Executive Session in accordance with Texas Government Code, pursuant to Section 551.072 – Deliberations about Real Property; to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governing body in negotiations with a third party.

7. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with no action taken later in the meeting.

8. Public Hearing

To receive comments from the public, both oral and written, regarding:

A. Zone classification change request for a 156.4717 acre tract of land, located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD) 2019-11 to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts:

1. **96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd.**
2. **59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC.**

Mayor Foreman called a Public Hearing to order to receive comments from the public, both oral and written, regarding a zone classification change request for a 156.4717 acre tract of land, located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD) 2019-11 to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts: 1. 96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd. 2. 59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC.

Community Development Director/City Planner Aubrey Harbin explained the request and stated the Planning and Zoning Commission's (P&Z) recommendation was in favor of the request 4-2. P&Z discussed access to the amenity lakes, percentage of lot sizes, subdivision amenities, variety of lot sizes, density requirement is under 2.7 units per acre, and the builder has a strong track record.

Juan Serna with Meta Planning + Design LLC provided a brief overview of proposed revisions to the Planned Unit Development (PUD) primarily focusing on the proposed modifications to the overall master plan.

Council asked questions regarding the proposed revisions.

Councilmember Griffon and Scott stated they desired for the developer to have 90-foot lots.

City Manager Morad Kabiri reported there has been discussions with the City of League City regarding a potential land swap.

Mayor Foreman asked if anyone would like to speak in favor of the request. No one spoke.

Mayor Foreman asked if anyone would like to speak against the request.

Cynthia Hernandez, Friendswood resident, stated her home is in West Ranch and backs up to the north side of the lake, and requested property currently drains water onto her property. Taylor Morrison is not as reputable as a builder as they claim. She had a previous home built by Taylor Morrison that numerous problems including mold, foundation problems, and sheetrock under her bathtub and sink. Her family moved to the City of Friendswood because of the reputation for having nice homes and she loves the Friendswood community. Council should care about the homes being built and should consider another builder.

Hearing no further comments from the public, Mayor Foreman closed this portion of the Public Hearing.

9. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

10. City Manager's Report

A. Fall Haul Clean Up Event November 9

City Manager Morad Kabiri reported that in conjunction with America Recycles Day the city and Keep Friendswood Beautiful (KFB) are holding the Annual Fall Haul-A-Day community clean-up and garage sale event on Saturday, November 09, 2019, at Centennial Park. This is not an area-wide event, but is presented for the benefit of the citizens of Friendswood. Residents will have to show proof of residency to participate. Free paper shredding is being sponsored by JSC Federal Credit Union from 8:00 AM to 12:00 PM or until the truck is full. There is a 200-pound limit of paper per

vehicle. Only non-hazardous items will be accepted. Electronic recycling will be available at this year's event, computers, monitors, and TV's up to 36 inches in size will be accepted. Residents can donate garage sale items to KFB. All proceeds from the garage sale will benefit the beautification of city facilities and parks.

B. Mosquitos in Friendswood

The City Manager reported that recent rains have caused an increase in the mosquito population. Even the smallest of puddles can breed thousands of mosquito larvae because they lay their eggs in standing water or slow moving water. Everyone can help reduce the number of new mosquitoes by not giving mosquitoes a place to breed. Galveston and Harris Counties are responsible for mosquito control. Galveston County routinely sprays aerially and supplements with trucks. Due to high tide and weather conditions, their aerial spraying activities were hampered much of September. Harris County only sprays following a confirmed West Nile case. In an effort to assist residents on the Harris County side of the city, Friendswood trucks supplement the area when spraying city facilities/parks. Residents can also contact their respective county to request spraying in a specific area.

C. Downtown Curb Ramps and Sidewalks – TxDOT

The City Manager reported that the city has been awarded a grant from Texas Department of Transportation (TxDOT) to install sidewalks throughout the Downtown District, will include brick pavers, traffic signal upgrades to black powder coated decorative signals, $3.5 Million completely state funded, and thanked Friendswood Downtown Economic Development Corporation for their work on acquiring the grant.

D. Hurricane Harvey Update

The City Manager reported that Staff continues to work with residents regarding Hurricane Harvey buy out applications that have been approved by the state for the Hazard Mitigation Grant Program. Staff continues to work with Federal Emergency Management Agency (FEMA) to close out city facilities that was damaged during Hurricane Harvey.

11. Communications from Committees and Special Reports

A. Annual Report from Friendswood Chamber of Commerce

Friendswood Chamber of Commerce's Chairman of the Board Derrick Brown presented the annual report from the Friendswood Chamber of Commerce.

12. Discussion and Possible Action Item

A. Discussion and possible action regarding approval of financing for Public Works, Parks and Recreation and Friendswood Volunteer Fire Department (FVFD) capital equipment and authorize the Mayor to execute the financing documents.

******Councilmember Rockey moved to approve financing for Public Works, Parks and Recreation and Friendswood Volunteer Fire Department (FVFD) capital equipment and authorize the Mayor to execute the financing documents.
The motion was seconded and approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 13B, Resolution R2019-28.

13. Resolutions

Consideration and possible action regarding the following:

A. <u>Resolution R2019-27</u>: A resolution of City of Friendswood, Texas, declaring October 7, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.

******Councilmember Hanks moved to approve Resolution **R2019-27** – A resolution of City of Friendswood, Texas, declaring October 7, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.
The motion was seconded and approved unanimously.

Mayor Foreman introduced the Friendswood Student Education Outreach program and stated the program would be continued at this meeting with Westwood Elementary. The outreach program was created to help students learn more about democracy and understand the value of community service. Council wishes to support and foster leadership development in students.

Mayor Foreman thanked the teachers from Westwood Elementary and Friendswood Independent School District for participating in the program. The Mayor introduced the second graders that would take Council's place on the dais, Mayor Violet Hinkley, City Secretary Presley Vaughn, City Attorney Audra Ford, City Manager Mihalis Savvidas, Council Position No. 1 Blake White, Council Position No. 2 Alden Clark, Council Position No. 3 Etta Reed, Council Position No. 4 Caylee Johnson, Council Position No. 5 Valeria Pavia, and Council Position No. 6 Chandler Hopkins. Mayor Foreman turned the meeting over to the Westwood Elementary students.

Mayor Foreman stated refreshments would be served in the foyer.

Mayor Foreman recessed the meeting at 6:21 PM, and reconvened the meeting at 6:54 PM.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6, Executive Session.

B. <u>Resolution R2019-28</u>: A resolution of the City of Friendswood, Texas, hereby designating Sally Branson as representative and Mike Foreman as alternate to the Houston – Galveston Area Council 2020 General Assembly and Board of Directors.

******Councilmember Scott moved to approve Resolution **R2019-28** – A resolution of the City of Friendswood, Texas, hereby designating Sally Branson as representative and Mike Foreman as alternate to the Houston – Galveston Area Council 2020 General Assembly and Board of Directors.
The motion was seconded and approved unanimously.

C. <u>Resolution R2019-29</u>: A resolution of the City of Friendswood, Texas, Galveston/Harris

Counties, submitting a nomination(s) to the Board of Directors of the Galveston Central Appraisal District for 2020-2021.

******Councilmember Griffon moved to approve Resolution **R2019-29** – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Galveston Central Appraisal District for 2020-2021.
The motion was seconded and approved unanimously.

The current board was nominated with the exception of Councilmember Trish Hanks. Scott Brast was nominated to replace Councilmember Hanks.

D. Resolution R2019-30: A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Harris County Appraisal District for 2020-2021.

******Councilmember Scott moved to approve Resolution **R2019-30** – A resolution of the City of Friendswood, Texas, Galveston/Harris Counties, submitting a nomination(s) to the Board of Directors of the Harris County Appraisal District for 2020-2021.
The motion was seconded and approved unanimously.

Mayor and Council nominated Mike Sullivan to the Board of Directors of the Harris County Appraisal District for 2020-2021.

E. Resolution R2019-31: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

******Councilmember Griffon moved to approve Resolution **R2019-31** – A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.
The motion was seconded and approved unanimously.

F. Resolution R2019-32: A resolution of the City Council of the City of Friendswood, Texas, approving financing terms for capital lease purchase agreement.

******Councilmember Scott moved to approve Resolution **R2019-32** – A resolution of the City Council of the City of Friendswood, Texas, approving financing terms for capital lease purchase agreement.
The motion was seconded and approved unanimously.

14. Ordinances

Consideration and possible action regarding the following:

A. Ordinance No. T2019-37: (Title: First reading of an ordinance amending the zoning classification for a tract or parcel containing 156.4717 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 156.4717 acres of land along the future Friendswood Lakes Boulevard between West Ranch and

Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts: 1) 96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and 2) 59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.

******Councilmember Branson moved to approve the First reading of Ordinance No. **T2019-37** – An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 156.4717 acres of land along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) and Planned Unit Development (PUD 2019-11) to a revised Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" consisting of the following tracts: 1) 96.944 acres in the Mary Fabreau Survey, Abstract No. 69, being all of a 97 acre tract of land described in a deed to Cypress Creek Holdings, Ltd., in Galveston County, Friendswood, Texas; and 2) 59.5277 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed $2,000 for each day of violation of any provision hereof; and providing for severability.
The motion was seconded and approved 4-3 with Councilmembers Griffon, Scott, and Erenwert opposed.

B. <u>Ordinance No. T2019-38: (Title: First and Final reading of an ordinance adopting the City of Friendswood,Texas, General Budget for the Fiscal Year 2019/2020</u>) An ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.
1) Ratify the property tax revenue reflected in the Budget for Fiscal Year 2019-2020 (Ordinance No. 2019-38), as required by Local Government Code Section 102.007 (c).

Mayor Foreman read the agenda item to approve the First and Final reading of Ordinance No. 2019-38 – An ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2019/2020; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain findings and containing certain provisions relating to the subject.

**Mayor Foreman moved that the proposed budget for fiscal year 2019-2020 be adopted as presented including revenue projections of $79,481,563 and expenditure appropriations totaling $79,285,643.
The motion was seconded and approved 6-1 with Councilmember Scott opposed.

Mayor Foreman read the agenda item to ratify the property tax revenue reflected in the budget for Fiscal Year 2019-2020 (Ordinance No. 2019-38), as required by Local Government Code Section

102.007(c).

**Mayor Foreman moved to ratify the property tax revenue reflected in the budget for Fiscal Year 2019-2020, as required by Local Government Code Section 102.007 (c).
The motion was seconded and approved 6-1 with Councilmember Scott opposed.

C. <u>Ordinance No. T2019-39: (Title: First and Final reading of an ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019 and ending September 30, 2020</u>) An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019, and ending September 30, 2020; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

Mayor Foreman read the agenda item to approve the First and Final reading of Ordinance No. 2019-39 – An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 1, 2019, and ending September 30, 2020; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

**Mayor Foreman moved that the City of Friendswood's property tax rate be increased by the adoption of a tax rate of $0.521439, which is effectively a 5.3% increase in tax rate. This tax rate is 2.1% less than the current tax rate. The proposed tax rate is composed of a maintenance and operations rate of $0.432160 and a debt service rate of $0.089279.
The motion was seconded and approved 6-1 with Councilmember Scott opposed.

D. <u>Ordinance No. T2019-40: (Title: First and Final reading of an ordinance adopting Budget Amendment XII to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds</u>) An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XII" to the "Original General Budget of the City of Friendswood, Texas, the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

******Councilmember Scott moved to approve the First and Final reading of Ordinance No. **2019-40** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment XII" to the "Original General Budget of the City of Friendswood, Texas, the Fiscal Year 2018-2019"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.
The motion was seconded and approved unanimously.

15. Communications from the Mayor and Councilmembers

Councilmember Rockey stated the first Annual Library Gala was held October 5, 2019, was a fabulous event, the library looked spectacular, and attendees were generous during the silent auction. Historween will be held October 26, 2019, and if anyone would like to participate contact him.

Councilmember Branson thanked the Police Department, Fire Department and Emergency Medical Services (EMS) for the National Night Out event. She attended the Fire/EMS Expo that was held at Centennial Park, and the ribbon cutting event for the canoe launch at 1776 Park, and thanked everyone involved.

Councilmember Hanks stated she visited a couple of neighborhoods during the National Night Out event. She thanked the Keep Friendswood Beautiful committee for all they do, attended this month's meeting, committee has great projects, and appreciates all volunteers in the city.

Mayor Foreman thanked Friendswood Police Chief Bob Wieners and Friendswood Volunteer Fire Department Chief Greg Otto for a spectacular National Night Out.

Councilmember Griffon stated the Anson Jones Masonic Lodge will host an Open House event on October 19, 2019 at 11:00 AM, invited everyone to come visit and see what goes on in the fraternity.

Councilmember Erenwert thanked Friendswood Police Chief Bob Wieners for letting him ride with him during the National Night Out event, only had time to visit Wedgewood and Forest Bend Subdivisions, and had a great time. Encouraged everyone to visit the new dog park at Old City Park.

Councilmember Scott stated he had nothing to report.

16. Consent Agenda

Consideration and possible action regarding the following:

A. Authorizing the final acceptance of Arbor Gate at West Ranch, Section 6, Paving and Utilities improvements at the completion of the contractor's one year maintenance period

B. Approving the disposal of a Parks and Recreation vehicle through Public Surplus

C. Approving a Friendswood Volunteer Fire Department volunteer members pension increase

D. Authorizing the acceptance of Old City Park improvements and initiate the one year maintenance period

E. Accepting the August 2019 Property Tax Report

**Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Authorizing the final acceptance of Arbor Gate at West Ranch, Section 6, Paving and Utilities improvements at the completion of the contractor's one year maintenance period. B. Approving the disposal of a Parks and Recreation vehicle through Public Surplus. C. Approving a Friendswood Volunteer Fire Department volunteer members pension increase. D. Authorizing the acceptance of Old City Park improvements and initiate the one year maintenance period. E. Accepting the August

2019 Property Tax Report.
The motion was seconded and approved unanimously.

17. Adjournment

The meeting was adjourned at 7:57 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary