



NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 5:30 PM ON MONDAY, MARCH 04, 2019, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

1. Call to order
2. Invocation – Pastor Bobby Kirkpatrick, Friendswood Friends Church
3. Pledge of Allegiance – Boy Scouts United States and Texas (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. Galveston County Community Development Block Grant-Disaster Recovery (CDBG-DR) funds
 - B. Zoning Ordinance amendments associated with the Downtown District
6. Special Recognition and Acknowledgements
 - A. Presentation of the Five Star Spirit Award for the Fourth Quarter of 2018 to

Ashley Hempel, Communications Operator, Friendswood Police Department

- B. **Presentation of the annual Friendswood Library Outstanding Educational Programming Award to Dorte Koustrup**

7. Joint Public Hearings

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

- A. Zone classification change request for 1.8864 acres of land out of Lot 4, Block 11, Friendswood Subdivision, located at 1 Hatcher Lane, Friendswood, Galveston County, Texas, to change from Community Shopping Center (CSC) to Downtown District (DD).
- B. Zone classification change request for 115.998 acres of land along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", consisting of the following tracts:
1. 87.774 acres, more or less, being a portion of a called 96.944 acres tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas, save and except a 9.170 acre portion of the same tract; and
 2. 28.2240 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas

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.)

9. City Manager's Report

- A. Youth Sports Day
B. Hurricane Harvey Update

10. Communications From Committees and Special Reports

- A. Animal Shelter Advisory Committee annual report given by Chair Dr. Donald Stran
B. Planning and Zoning Commission annual report given by Chair Joe Matranga

11. Discussion and possible action regarding approving appointments/reappointments to the following Boards, Committees and Commissions:

- A. Keep Friendswood Beautiful appointment of Justin Estopinal to fill the unexpired term of Frank Garza who resigned with a term expiring November 2021; and appointment of Brent Bell to fill the unexpired term of Chiquita Taylor

who resigned with a term expiring November 2021.

12. Discussion and possible action regarding concurrence with the City Manager's appointment of the Fire Marshal/Emergency Management Coordinator.
13. Discussion and possible action regarding the approval of an Amended and Restated Cost Sharing Agreement relating to the 42" Southeast Transmission Line.
14. Discussion and possible action regarding assisting the Friendswood PONY Baseball League with the installation of field netting at Renwick Park.

15. Resolutions

Consideration and possible action regarding the following:

- A. Resolution R2019-05: A resolution of the City Council of the City of Friendswood, Texas, authorizing and approving the 2019 Homeland Security Grant Program application. (Nano Drones)
- B. Resolution R2019-06: A resolution of the City Council of the City of Friendswood, Texas, authorizing and approving the 2019 Homeland Security Grant Program application. (Mobile Camera System)
- C. Resolution R2019-07: A resolution of the City of Friendswood regarding Tax Assessment and Collection Services.
- D. Resolution R2019-08: A resolution of the City Council of the City of Friendswood, Texas, designating the Mayor as the City's representative in seeking eligible grant funds under the Emergency Federal Law Enforcement Assistance (EFLEA) Grant Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.

16. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2019-05: (Title: Second and Final reading of an ordinance amending Appendix C "Zoning," Section 8, "Supplementary district regulations," Subsection I, "Landscaping and screening requirements", by amending various landscape requirements and amending Subsection L. "Reserved" by adding screening details for dumpsters and recycling storage containers) An ordinance amending Appendix C – "Zoning," Section 8, "Supplementary District Regulations," Subsection I, "Landscaping and Screening Requirements", by amending various landscape requirements and amending Subsection I. "Reserved," by adding screening details for dumpsters and recycling storage containers; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
- B. Ordinance No. T2019-06: (Title: Second and Final reading of an ordinance amending Appendix C "Zoning," Section 7.5, "Community Overlay District," Subsection 3, "Screening", Subsection d, "Refuse storage areas, dumpsters, and all related activities" by adding a reference to Section 8.L. for additional screening details for dumpsters and recycling storage containers) An

ordinance amending Appendix C – “Zoning,” Section 7.5, “Community Overlay District,” Subsection 3, “Screening”, Subsection D, “Refuse Storage Areas, Dumpsters, and all Related Activities” by adding a reference to Section 8.I. for additional screening details for dumpsters and recycling storage containers; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

- C. Ordinance No. T2019-07: (Title: Second and Final reading of an ordinance amending Appendix B “Subdivisions,” Section IV, “Parkland Dedication,” Subsection F, “Additional requirements”, Subsection 2, guidelines used in designing parks and adjacent development, adding Subsection (G), identifying impervious cover requirements for the open space area) An ordinance amending Appendix B – “Subdivisions,” Section IV, “Parkland Dedication,” Subsection F, “Additional Requirements”, Subsection 2, guidelines used in designing parks and adjacent development, adding Subsection (G), identifying impervious cover requirements of the open space area; providing a penalty for violation in an amount not to exceed \$2000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.
- D. Ordinance No. T2019-08: (Title: Second and Final reading of an ordinance amending the zoning classification for a tract or parcel containing 1.91 acres located at 104 Whispering Pines Avenue, Friendswood, Texas, by granting a zone classification change from Single-Family Residential (SFR) to Downtown District (DD), 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 1.91 acres of land, being part of Abstract 151, Page 6, part of Lot 4 (4-1), Block 11, Friendswood Subdivision and adjacent abandoned Hatcher Lane right-of-way, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Downtown District (DD); 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.
- E. Ordinance No. T2019-10: (Title: First reading of an ordinance amending the zoning classification for a tract or parcel containing 1.8864 acres located at 1 Hatcher Lane, Friendswood, Texas, by granting a zone classification change from Community Shopping Center (CSC) to Downtown District (DD), 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 1.8864 acres of land, situated in the Sarah McKissick Survey, Abstract 151, being out of Lot 4 in Block 11 of Friendswood Subdivision according to the plat thereof recorded in Volume 238, Page 14, Friendswood, Galveston County, Texas; amending the zone classification from Community Shopping Center (CSC) to Downtown District (DD); 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.
- F. Ordinance No. T2019-11: (Title: First reading of an ordinance amending the zoning classification for a tract or parcel containing 115.998 acres located along the future Friendswood Lakes Boulevard between West Ranch and

Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", as more fully described herein) An ordinance amending the Code of Ordinances of the City of Friendswood, Texas, Appendix C – "Zoning," by amending the zoning classification for a tract or parcel containing 115.998 acres of land along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood", consisting of the following tracts: 1) 87.774 acres, more or less, being a portion of a called 96.944 acres tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas, save and except a 9.170 acre portion of the same tract; and 2) 28.2240 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Friendswood, Galveston County, Texas; amending the zone classification from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood"; providing for amendment of the Official Zoning Map; providing a penalty in an amount not to exceed \$2,000 for each day of violation of any provision hereof; and providing for severability.

- G. Ordinance No. T2019-12: (Title: First and Final reading of an ordinance adopting Budget Amendment V to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds) An ordinance amending City of Friendswood, Texas, Ordinance No. 2018-28, passed and approved October 1, 2018, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2018-2019 by approving "Budget Amendment V" 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.

17. Communications from the Mayor and Councilmembers

18. Consent Agenda

Consideration and possible action regarding the following:

- A. Approving a license to use agreement between the City and Forest Bend Homeowners Association (HOA) for a detention pond
- B. Approving the disposal of a decommissioned police vehicle through Houston Auto Auction
- C. Approving a contract between the City and Enterprise Systems for a Voice over Internet Protocol (VoIP) telephone system replacement
- D. Suspend the rules for the April 2019 Council meeting related to the Order of Business/Drainage Subcommittee report
- E. Authorize Mayor and Council to sign a Letter of Appreciation to Lucy Woltz for her years of service with the Friendswood Chamber of Commerce
- F. Approving a lease agreement with David Davis for use of a 24 acre park property near Lundy Lane

G. Accepting the January 2019 Property Tax Report

H. Approving the minutes of the February 02, 2019, and February 04, 2019, Council Meetings

19. 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 FEBRUARY 28, 2019, AT 3:15 PM.

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: 3/4/2019

Date Submitted: 2/22/2019

Dept. Clearances: B Mansfield

Prepared by: B. Mansfield

Subject: CDBG-DR Grant - Galveston County

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Work session

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

HGAC (excluding Harris County) has developed a Method of Distribution (MOD) to distribute \$240,000,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the HGAC region which includes Galveston County jurisdictions devastated by Harvey. Friendswood was allocated \$2,762,650 and Galveston County was allocated \$4,359,764 for buyouts and acquisitions.

On December 3, 2018 the Office of Emergency Management presented council with the outline of projects for Friendswood allocation. On January 14, 2019 council adopted a resolution in support of Friendswood's application for the acquisition of 3 buildings within Frenchman's Creek on Moss Point for \$2,110,000.

Galveston County has proposed an application seeking to acquire two structures at Frenchman's Creek that the City did not have adequate funding for in its allocation. The application is \$1,700,000 for acquisition of 8 townhomes plus \$100,000 for relocation assistance for qualifying residents and other miscellaneous items.

On February 19, 2019, a Community Development Block Grant – Disaster Recovery (CDBG-DR) application was posted for public comment by Galveston County. This application was subsequently posted to the City's website on or by March 1, 2019 for public comment.

If funded, the overall project will be managed by the City with funds coming from the Galveston County allocation. With this application and the City's CDBG acquisition application, all five structures at Frenchman's Creek would be acquired and demolished for green space or a future flood control project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This workshop allows staff to present a proposed Galveston County CDBG-DR project and hear input from council and the community. The City of Friendswood received substantial impact from Hurricane Harvey. The identified project will reduce the future impacts to the City from natural disasters.

RECOMMENDATIONS

Not applicable

ATTACHMENTS

[GC CDBG Acquisition Applications with Maps](#)
[30 Day Public Notice for Citizen Comment](#)

Hurricane Harvey:

Local Buyout and Acquisition Program



Texas General Land Office, P.O. Box 12873, Austin, Texas 78711-2873
1-844-893-8937 or 512-475-5000, cdr@glo.texas.gov

Texas General Land Office
Community Development and Revitalization

This application is not to be filled out by individuals.

Galveston County

APPLICANT NAME

Galveston

COUNTY

HGAC

COG/Regional Planning Commission

DR-4332 - 2017

Disaster Declaration Number and Year

APPLICATION FOR FEDERAL ASSISTANCE SF-424

Each applicant for Community Development Block Grant Disaster Recovery (CDBG-DR) funding must certify by signing Form SF-424 that local certifications included in the application guide governing this funding have been followed in the preparation of any CDBG-DR program application, and, if funded, will continue to be followed. (Note: False certification can result in legal action against the jurisdiction).

Further, by signing the SF-424 and submitting with the application, the signee authorizes the state or any of its duly authorized representatives to verify the information contained therein. Title 18, Section 1001 of the U.S. code states that a person is guilty of a FELONY for knowingly and willingly making false statements to any department of the United States Government.

All applications must be accompanied by a completed and signed Application for Federal Assistance SF-424, OMB Number: 4040-0004, Expiration Date: 10/31/2019. SF424_2_1-V2.1

This form is available on the GLO-CDR website with detailed instructions available in the CDR Application Guide.
<http://recovery.texas.gov/files/resources/housing/s2-form424.pdf> or www.recovery.texas.gov

INTRODUCTION AND INSTRUCTIONS

INTRODUCTION: This application is for the residential Local Buyout and Acquisition Program for Hurricane Harvey CDBG-DR funding. It is created to be used for the buyout or acquisition of residential housing activities affected by Hurricane Harvey.

CDBG-DR funds must be used for disaster-related expenses in the most impacted and distressed areas. An activity underway prior to a Presidential disaster declaration will not qualify unless the disaster impacted the project.

Applicants are required to provide sufficient detail about the buyout or acquisition of residential property, the National Objective, the geographic/target area that will receive benefit, the estimated costs and materials needed, the projected schedule to completion, any potential environmental impact, and other details specific to the buyout or acquisition activity involved. Please be thorough in completing this application to ensure prompt review.

Applicants are encouraged to develop these recovery activities in a manner that considers an integrated approach to housing, fair housing obligations, economic revitalization, and overall community recovery. The Applicant must document how the activity(s) will address long-term recovery and community resilience.

INSTRUCTIONS:

1. Complete and sign the SF-424 as indicated above.
2. Complete this Local Buyout and Acquisition application.
3. **AUDIT:** If applicable, provide the most recent Single Audit in accordance with 2 CFR Part 200, Subchapter F. Texas General Land Office (GLO) - Community Development and Revitalization (CDR) Staff will review single audit requirements for applicable recipients, who have open contracts with GLO.
4. **ANNUAL FINANCIAL STATEMENTS:** Provide the most recent financial statement prepared in accordance with 2 CFR 200.510. Include a schedule of expenditures and schedule of findings and questioned costs.
5. **KEY STAFF:** Provide the names and contact information for staff that will provide local oversight of the application, the potential contract, and all applicable requirements.
6. Provide **LOCAL PROCUREMENT POLICIES AND PROCEDURES** along with other required documentation.

For detailed application instructions, see the Community Development and Revitalization (CDR) Hurricane Harvey Buyout and Acquisition Application Guide.

Select the Activity for this application:

Acquisition

CITIZEN PARTICIPATION DETERMINED THE NEEDS IN THIS PLAN BY:

Did the applicant carry out citizen participation procedures in accordance with the Citizen Participation Plan as ☐ Yes ☐ No required by the governing documentation? Refer to your governing Federal Register and Action Plan for specific information regarding Citizen Participation Plans. NOTE: The Citizen Participation Plan must be posted for a 30-day local comment period.

List all opportunities where citizens, especially low-to-moderate income citizens of the target area, were given to participate in the determination of these needs. Click the + to add events, X to remove events.

Opportunity:	Other	Date:	2/19/2019
Opportunity:	Community Meeting	Date:	3/25/2019
Date of resolution authorizing application submission:		3/25/2019	

COMMUNITY NEEDS ASSESSMENT

DESCRIPTION OF THE NEED(S) ADDRESSED IN THIS APPLICATION

In this section, provide full and complete answers to each of the questions below. Descriptions should include the cause of the damage, current condition of the activity, and a detailed description of the project that coincides with the information contained in both Tables 1 and 2.

The Buyout or Acquisition activities must demonstrate impact by Hurricane Harvey. CDBG-DR funds must be used for disaster-related expenses in the most impacted and distressed areas.

The situation addressed in this application first occurred:

1. Describe the specific flood and storm-related condition that caused direct damage (include date and duration), the areas (example: subdivisions, cities, etc.) receiving disaster-related damage, and the threat that was posed to public health and safety:

During Hurricane Harvey, the City of Friendswood received approximately 50 inches of rain that caused catastrophic flooding. Water levels rose quickly with over 950 calls for rescue. See attached map of plotted damages.

2. Describe the impacts on the community that resulted from the disaster-related damage:

During Hurricane Harvey, approximately 2,700 residential units within the City of Friendswood were flooded by torrential rainfall. City of Friendswood facilities to include 5 structures, 12 lift stations, and one water well sustained flooding

3. List and attach materials submitted as documentation of the Hurricane Harvey-related condition.

Items attached include a plot of all damaged homes within the City of Friendswood overlaid with flood zones, service area map to include plots of flood plains and locations of Creeks, and the local declaration of disaster from Hurricane Harvey.

4. Describe how the proposed activities will address damage affected by Hurricane Harvey.

This project will address damage received by offering property acquisition to structures within the flood way and/or special flood hazard area. Once acquired, these high risk structures will be demolished with the site being used for flood control projects.

5. Describe the proposed project.

This project seeks to acquire 8 residential town homes (2 structures) .

6. Describe the impact of taking no action:

If no action is taken, these structures will remain in the flood way and/or special flood hazard area causing future risk to those residents and first responders tasked with their rescue. There were several recorded rescues during Harvey operations from this service area.

HOUSING NEEDS ASSESSMENT QUESTIONNAIRE:

1. Describe the jurisdiction's current supply of housing units available at affordable rents (Public Housing, Section 8 assisted, RHS assisted, HOME program assisted, TDHCA assisted, Local Housing Development Corp. assisted, etc.).

The City of Friendswood contains several senior only apartment complexes that are income restricted. Occupancy rates are near 100%

The County of Galveston has numerous apartment complexes that rent to Low to Moderate income individuals.

2. Describe past efforts to increase the supply of affordable housing.

City of Friendswood

In April of 2012, the City of Friendswood adopted an ordinance in which the City agreed to implement steps which to the greatest extent feasible will provide job training, employment, and contracting opportunities for section 3 residents and section 3 businesses. In April 2012, the City adopted an ordinance adopting an internal grievance procedure for actions prohibited by HUD. In October 2012 the City adopted an ordinance adopting a section 3 plan to comply with section 3 of the HUD act of 1968. In 2013, the City Council passed a resolution supporting the Gardens at Friendswood Lakes development tax credit. In 2012, an anti-NIMBYism plan was developed and submitted to council on the consent agenda which was approved.

County of Galveston

Most recent, the County of Galveston participated in the Hurricane Ike recovery program and built 42 Multi-Family housing units, 39 of which house low to moderate income families. As well, the County of Galveston through their participation in the Hurricane Ike recovery program built 134 single family rental homes for low to moderate income only.

3. Describe efforts planned that will increase the supply of affordable housing.

None at present. Low to moderate income Multi-Family recovery to be performed by the Texas General Land Office for Hurricane Harvey.

4. Describe any instances, within the last 5 years, where the applicant has applied for affordable housing funds and did not receive the funding.

No known instances.

5. Describe any instances, within the past 5 years, where the applicant has not accepted funds for affordable housing.

No known instances.

6. Describe any current and/or future planned compliance codes to mitigate hazard risks.

The City of Friendswood adopted the preliminary FEMA 2018 flood maps for the Galveston County side of the City, and FEMA 2007/2017 flood maps for the Harris County side of the City in 2018. The City of Friendswood is also considering adopting newer versions of the IBC and IFC.

7. Are there any persons/entities with a reportable interest to disclose? If so, submit all appropriate Financial Interest Forms with this application.

Yes No

☐ ☒

AFFIRMATIVELY FURTHERING FAIR HOUSING

Any locality receiving CDBG-DR funds must certify that it will affirmatively further fair housing. Using the drop-down box below, identify the activities already achieved to affirmatively further fair housing, and those new activities to be undertaken if an award is made from CDBG-DR and when that activity will be complete. Localities should be aware that, in the event of funding, these fair housing efforts will be monitored. Other activities may be eligible, and the applicant should contact GLO-CDR to determine eligibility.

What methods and criteria were used to prioritize the projects in the application, including affirmatively furthering fair housing?

Projects were prioritized by staff based on community needs

Activity(ies)

Establishing a local complaint and monitoring process, City of Friendswood & Galveston County

Date Achieved 4/2/2012 Friendswood, Galveston County 09/29/2012 To Be Complete By

City of Friendswood to hold a special hearing to solicit input from the community

Date Achieved City of Friendswood 03/04/2019 and 30-day (plan c To Be Complete By

City of Friendswood developed an anti-NIMBYism action plan

Date Achieved 12-3-2012 To Be Complete By

X

LIST OF UNMET NEEDS

Taking into consideration the disaster-related damage described, citizen participation responses, and the assessment of housing and affirmatively furthering fair housing, provide a list (in priority order) of all the disaster-related needs still unmet from Hurricane Harvey.

Use the + to add a line. Use X to delete a line as needed.

1. Drainage projects to reduce long term risk.
2. Repair and restoration of infrastructure.(Water and sewer)
3. Flood control projects to reduce long term risk.
4. Improvements of infrastructure to ensure mobility during flood emergencies.

LONG-TERM PLANNING

Applicants must develop their community recovery projects in a manner that considers an integrated approach to housing, fair housing obligations, infrastructure, economic revitalization, and overall community recovery. Consideration of long-term planning processes is also highly encouraged. Disaster recovery presents communities with unique opportunities to examine a wide range of issues including (1) housing quality and availability, (2) road and rail networks, (3) environmental issues, (4) the adequacy of existing infrastructure, (5) opportunities for the modernization of public facilities and the built environment, (6) the development of regional and integrated systems, and (7) the stimulation of the local economy impacted by the disaster.

Applicants must provide a brief description of how the project addressed in this application form part of an integrated approach to recovery.

Describe the applicant's overall recovery plan and how the project addressed in this application further that plan. Include information about how the project will specifically address the long-term recovery and restoration of housing in the most impacted and distressed areas. Include how the community will be more resilient against future disasters as a result of these projects.

The City of Friendswood's recovery goal is to reduce the risk of flooding of residential properties and flood risk reduction within the watershed. This project will remove structures from the flood way and/or special flood hazard area.

PROCUREMENT INFORMATION

All applicants are required to follow the procurement process guidelines set forth in 2 CFR §200.318-§200.326 for grant administration, environmental, and engineering services if using CDBG-DR funds to pay third-party vendors for those services.

Along with this application, applicants must provide a copy of local procurement policies and procedures.

1. Has the applicant chosen to use a third-party administrator to administer the proposed project?

Yes No

☐ ☒

If Yes, will the vendor also provide environmental services?

Yes No

☐ ☐

If Yes to either question, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process.

Company Name

Contact Name

Phone

Email

2. Has the applicant procured any other services?

Yes No

☐ ☒

If Yes, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process.

Type of Service

Company Name

Contact Name

Phone

Email

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT (URA)

1. Does the project require acquisition of property, purchase of easements, relocation or any other activity requiring compliance with the URA?

Yes No N/A

☒ ☐ ☐

2. Will the assistance requested cause the displacement of families, individuals, farms, or businesses?

Yes No N/A

☒ ☐ ☐

If yes, explain:

This voluntary acquisition program will require relocation of residents currently residing in the service area.

Should any proposed projects cause the displacement of people, the GLO will work with the Subrecipient to follow the requirements set forth under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and applicable waivers...

PROJECT SUMMARY

The Project Summary consists of three parts for each target area, Disaster Risk Reduction Area designation, and/or activity: (1) Summarize Problem(s), (2) Location and Acquisition Description, and (3) Detailed Actions to Address Problems.

1. Summarize the problem(s) to be addressed within the application by target area.

This project will acquire repetitive loss and severe repetitive loss structures within the flood way and/or special flood hazard area. These structures represent a risk to those residents as well as first responders.

2. Identify the Project Title and location of each activity and any acquisition. Provide a map identifying the project location.

NOTE: For the title, the spelling and capitalization of the project titles/locations identified in this application must be consistently used throughout to ensure clear identification of each project. For example, a project title of "Green Acres, Site 3" here should appear as "Green Acres, Site 3" at every other reference in this application. A reference to some other title such as "green acres subdivision" or "#3 Green Street" elsewhere in the application could cause delays in the eligibility review process.

Project Title: Frenchman's Creek Acquisitions

Location: Two structures on the dead end street of Blue Heron in the City of Friendswood, Galveston County.

Is this activity Buyout or Acquisition? (Choose one only)

☐ Buyout

☒ Acquisition

Is this activity Voluntary or Involuntary? (Choose one only)

☒ Voluntary

☐ Involuntary

What is the end use of the property?

Flood Control property / Green space.

Incentives or additional activities:

Relocations assistance to be offered if eligible.

3. Identify the action(s) to resolve the problem(s) and their anticipated outcomes. Include specific materials and quantities.

Acquisition and demo of residential structures within the flood way and/or special flood hazard area.

4. If you are leveraging funds, provide the source of the funds, the funding amount, and a description of its use.

No other funds

NATIONAL OBJECTIVES

National Objective being met:

☐ 1. Activities benefiting low- and moderate- income persons.

☐ LMHI Housing Incentive

☐ LMB Buyout

☐ LMH Housing Benefit

☐ LMH Down Payment Assistance

☐ 2. Prevention/Elimination of Slums or Blight. ☐ Area Basis ☐ Spot Basis

Yes No

Has the proposed project area been officially designed as a slum or blighted area?

☐ ☐

If yes, what conditions are present in the area to designate and qualify the area as a slum or blighted area?

TABLE 1 - CONTRACT BUDGET AND BENEFICIARY IDENTIFICATION

Complete a separate table for each activity or target area. Only one Table 1 is needed if the same target area, beneficiaries, and national objective apply. If any of these are different, add a new Table 1. Refer to the Application Guide for instructions.

Provide comprehensive budget information to include all Other Funds (FEMA, insurance, local, etc.) committed to the proposed projects.

Use the + button to add additional projects. Use the X button to remove a project.

Refer to the Application Guide for instructions.

BUDGET AND BENEFICIARY TABLE:

Activity Description:	Total Units	LMI Units	LMI %	National Objective	Total CDBG-DR Request	Other Sources	Activity Total
Acquisition Program	8	0	0.00%	Urgent Need	\$1,700,000.0	\$0.00	\$1,700,000.0
SUMMARY TOTALS:		8	0	0.00%	\$1,700,000.0	\$0.00	\$1,700,000.0

Describe the boundaries of the slum or blighted area. (Do not use this field to document the Census Tract / Block Group data.)

Enter the percentage of deteriorated buildings / properties in the area at the time it was designated a slum or blighted area (enter value as decimal).

If the activity qualifies for CDBG-DR assistance on the basis that public improvements throughout the area are in a general state of deterioration, enter a description of each type of improvement in the area and its condition at the time the area was designated as slum / blight.

Enter the year the area was designated as a slum / blighted area. If the period during which such designations are valid has lapsed, the applicant entity must re-evaluate and re-designate the area.

☒ **3. Urgent Need**

Do the existing conditions pose a serious and immediate threat to the health or welfare of the community?

Yes No

☒ ☐

Is the applicant able to finance the project on their own? Or are other sources of funding available?

Yes No

☐ ☒

Provide justification of the beneficiary identification method used to meet the National Objective:

TABLE 2 - GRANT PROJECT BUDGET BREAKDOWN

Provide comprehensive budget information.

Project Title:

Frenchman's Creek Acquisitions

Activity Description	Description of Task	Funding Type	Explanation	Budget
Acquisition	Acquisition/Buyouts	Project	Buyouts of structures	\$1,400,000
Acquisition	Affirmatively Furthering Fair Housing	Project Delivery	Relocation Assistance	\$100,000
Acquisition	General Administration	Administration	Program Administration	\$30,000
Acquisition	Procured Services	Project Delivery	Grant Administration	\$100,000
Acquisition	Procured Services	Project	Engineering Services	\$70,000
				\$1,700,000

PROJECT SCHEDULE

Highlight the projected length in months for each phase by clicking on the desired months. If a phase is not applicable, leave it blank. Projects are expected to be completed within 24 months following execution of the contract between the applicant and the GLO. Provide any comments regarding the schedule that may be helpful.

Project Title:

MONTHS:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Professional Services Procurement				■																					
Housing Guideline Development/ Outreach Plan, as applicable				■																					
Broad Environmental Review						■																			
Bid Advertisement/Contract Award				■																					
Buyout or Acquisition							■																		
Mitigation Activities																									
General Administration				■																					
Exit and Closeout			■																						

Note: If the proposed project requires a schedule longer than 24 months, justification must be provided.

Comments:

LOCAL CERTIFICATIONS

Every Application must be signed by the authorized signatory. By signing this application, the signee authorizes the state or any of its duly authorized representatives to verify the information contained herein. It should be noted that 18 USC § 1001 states that any person who (1) knowingly or willfully falsifies, conceals, or covers up by any trick, scheme, or device of material fact, (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false fact, fictitious, or fraudulent statement or is a federal offense and punishable under the law. Title 18, Section 1001 of the U.S. code states that a person is guilty of a FELONY for knowingly and willingly makes false statements to any department of the United States Government.

Each application for CDBG Disaster Recovery funding must also be accompanied by a completed and signed Application for Federal Assistance Standard Form 424 (SF-424).

Each applicant must comply with the provisions of the National Environmental Policy Act (NEPA), the Council on Environmental Quality (CEQ) regulations, the requirements set forth in title 24 of the Code of Federal Regulations (CFR) part 58, and applicable GLO-CDR policy directives. All applicable federal and state laws, including environmental, labor (Davis-Bacon), procurement procedures and contract requirements of 2 CFR 200.318 -200.326, and civil rights requirements apply to the use of these funds. Each applicant certifies, in compliance with the requirements presented in Volume 81, Number 224 of the Federal Register effective November 28, 2016, that:

- a. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG-DR program;.
- b. It is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87;.
- c. It will comply with the acquisition and relocation requirements of the Uniform Act (URA), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in the Federal Register notice.
- d. It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- e. It is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 Public Participation Plan as it pertains to local government administration

of CDBG-DR funds. or 91.115 Public Participation Plan as it pertains to State administration of CDBG-DR funds., as applicable (except as provided for in notices providing

waivers and alternative requirements for this grant). Also, each Unit of General Local Government (UGLG) receiving assistance from a state grantee must follow a detailed

citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

- 1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the

most impacted and distressed areas for which the President declared a major disaster in 2016 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance

Act of 1974 (42 U.S.C. 5121 et seq.) related to the consequences of the 2016 flood events.

- f. The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601 -3619)

and implementing regulations, and that it will affirmatively further fair housing.

- g. It has adopted the following policies:

- 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- 2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

Date

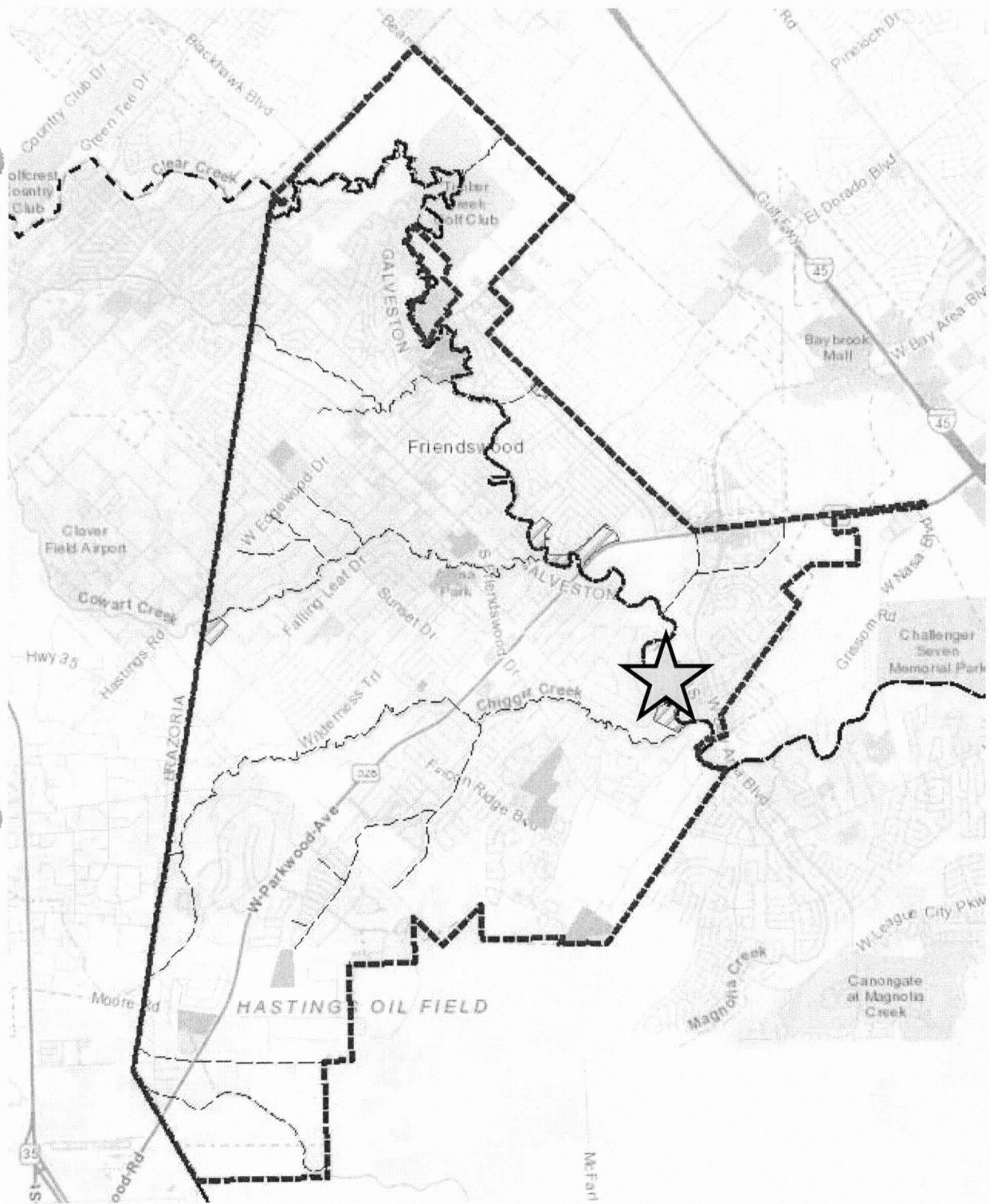
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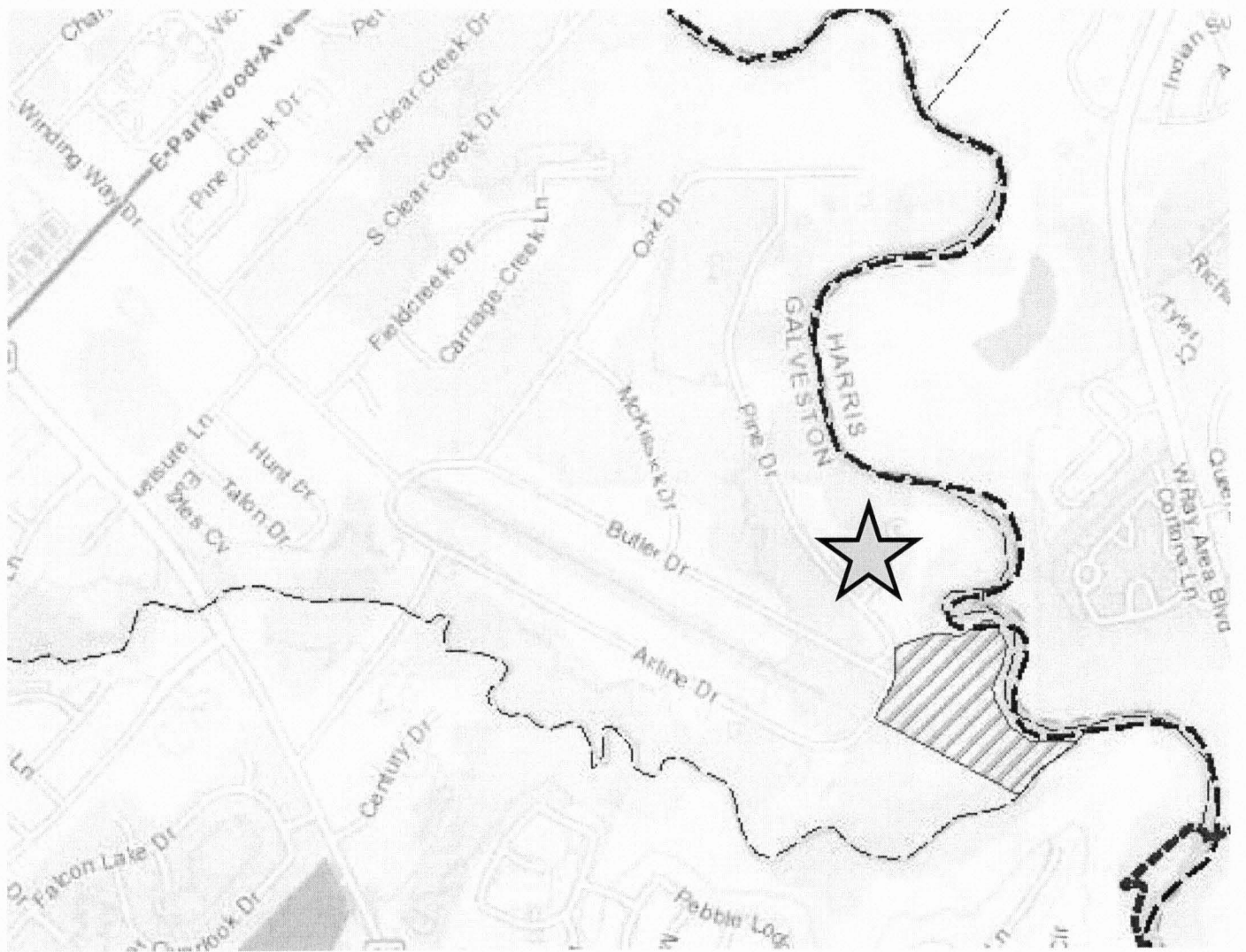
Title

Email

Phone Number

Authorized Signature







Service Area

30 DAY PUBLIC NOTICE & REQUEST FOR COMMENTS

The County of Galveston proposes to submit an application for a DR-4332-2017, CDBG Hurricane Harvey Local Buyout & Acquisition Program. The application will be submitted in April of 2019 to the Texas General Land Office (TXGLO).

The County proposes to acquire the following properties in order to remove (demo) them from the Flood Way and/or Special Flood Hazard Area under the National Objective of Urgent Need. The proposed CDBG grant request of \$1,700,000.00 would be used for acquisition, relocation and administration activities to support the project. Previously, CDBG funds were dedicated to this type of project within Galveston County. This is a voluntary program.

Proposed Properties:

111, 112, 113, 114 Blue Heron Friendswood, TX
121, 122, 123, 124 Blue Heron Friendswood, TX

County Commissioners Court will review the submission of the application at their regular meeting on March 25, 2019. The actual application will be submitted online to the Texas General Land Office in April, 2019.

Please send comments on this application and spending proposal by March 20, 2019 to:

James Gentile
Galveston County Grant Administration Department
722 Moody, 3rd Fl.
Galveston, Texas 77550-2317

Phone: 409.770.5543
Email: james.gentile@co.galveston.tx.us

POSTED: 02/19/2019



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Proposed Amendments to the Downtown District zoning regulations

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: Joint Work Session

Degree of importance: Critical ☐ Significant ☐ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Due to various requests from owners and developers regarding current zoning requirements of the Downtown District, the Planning and Zoning Commission was tasked with reviewing the following topics to determine any proposed amendments:

- Boundary of the District
- Distance requirement for head in/on-street parking
- Façade materials
- Fenestration requirements
- Community Overlay District (COD) items to also incorporate into Downtown District (DD)
- Permitted Uses
- Pedestrian lighting
- LED Storefront lighting

The Downtown District Subcommittee investigated these topics in detail and then presented the following recommendations to the Planning & Zoning Commission.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The intent of the review of the DD zoning regulations was to alleviate any recurring development hurdles and to look at the District as a whole to determine if any other changes were necessary. It is the intent of the Downtown District to create a thriving, pedestrian friendly area and attract a variety of retail and restaurant uses for the community to enjoy, while maintaining consistency with the values of the community.

RECOMMENDATIONS

The Planning and Zoning Commission recommends the amendments as presented. The Commission will make a formal recommendation following a public hearing to change the ordinance.

ATTACHMENTS

[Downtown District Review and Recommendations Linked Document](#)

Downtown District (DD) Zoning Regulations Review and Proposed Amendments

Subject	Current Requirement	Request	Recommendation	Applicable Attachments	Changes
Downtown District Boundary Established in 2008: Ordinance 2007-18 Ordinance 2008-30	Properties outside the Downtown District Boundary cannot change to DD zoning. See yellow highlight in the attachment.	To incorporate 110 Whispering Pines into DD Boundary; also review other boundaries for potential changes.	Not recommended due to complexity that would be created by changing the boundary in regards to the expenditure of 4B sales tax and application of the Neighborhood Empowerment Zone (NEZ).	DD Boundary Map Zoning Ordinance Section 8.N. Resolution 2008-103: Neighborhood Empowerment Zone (NEZ) Amendment Resolution 2016-10: Canvass of Sales Tax Election	No
Buffer Requirements - copy to DD section	Gray highlight and Green Text	n/a	Copy language to ensure that all DD requirements are in one section.	From Zoning Ordinance Section 8.I. to Section 8.N.	Yes
Parking Requirements - move to DD section	Gray Highlight and Green Text	n/a	Relocated language to ensure that all DD requirements are in one section.	From Zoning Ordinance Section 8.F. to Section 8.N.	Yes
Head-In, on-street parking	Currently allowed 400ft from FM 518 or FM 2351	Allow head in parking closer to FM 518 or FM 2351.	Change to 75 feet - same as driveway spacing from a major thoroughfare requirement in Design Criteria Manual.	Zoning Ordinance Section 8.N.3.d	Yes
Façade materials	cement fiber board is prohibited	Allow cement fiber board installed as lap siding; not flat sheets.	Allow cement fiber board installed as lap siding.	Zoning Ordinance Section 7.I. Zoning Ordinance Section 8.N.4.	Yes
Fenestration	40% on ground floors facing ROW; 25% on upper floors and those not facing a ROW	Reduce requirement for facades facing interior of lots and adjacent to residential development.	Leave 40% requirement on first floor; eliminate 25% fenestration requirement on lower floors not facing a right-of-way.	Zoning Ordinance Section 8.N.4.	Yes

Downtown District (DD) Zoning Regulations Review and Proposed Amendments

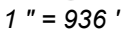
Community Overlay District (COD) vs. Downtown District (DD)	Aesthetic requirements are more stringent in the COD; review and determine which requirements, if any, should also be applicable to DD	Review requirements of the Community Overlay District (COD) and determine if those should also be incorporated into DD.	Add the following requirements: underground utilities bay doors not facing thoroughfares earth tone colors screening materials same as building add reference to dumpster screening requirements	Zoning Ordinance Section 8.N.4.	Yes
Permitted Uses	See Permitted Use Table	Review uses allowed in DD.	No changes recommended at this time.	Zoning Ordinance Section 7.P.6.	No
Pedestrian Lighting	Minimum 2 lights; Design Criteria Manual details type of light required	Review in relation to DD Improvement Plan by FDEDC.	No changes at this time; waiting on additional info from FDEDC.	Design Criteria Manual - Appendix E	No
PUD Modification (clean up - relocating existing language)		A portion of the PUD requirements was relocated in the Zoning Ordinance, but the modification section was not relocated.	Move to correct location in Zoning Ordinance.	Move from Section 8.H. to Section 7.J.	Yes
Signs LED lighting in storefront windows	No regulation	LED lighting in storefront windows detracts from the decorative, pedestrian lighting being installed in DD.	In DD only, prohibit neon signs and LED or similar lighting in windows; make effective 90 days from ordinance adoption; require existing businesses to remove; exception holiday lighting from Nov. 15 to Jan. 15.	Appendix A Sign Ordinance	Yes

Web Links to full Ordinances:

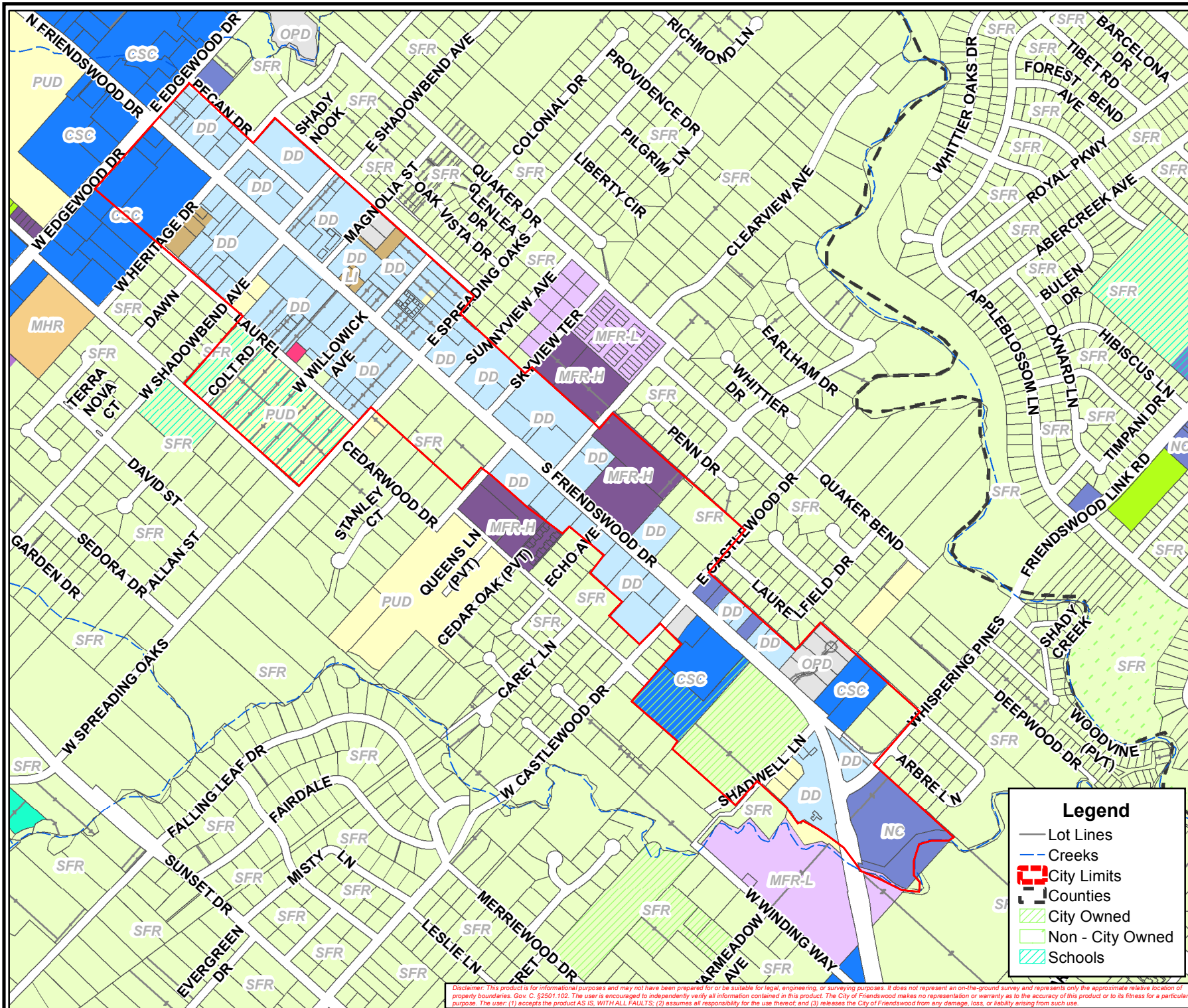
[Appendix C Zoning Ordinance](#)

[Appendix A Sign Ordinance](#)

[Design Criteria Manual](#)



Friendswood GIS Mapping



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.

RESOLUTION R2008-103

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING RESOLUTION R2008-54 CREATING NEIGHBORHOOD EMPOWERMENT ZONE #1 BY FURTHER DEFINING THE ZONE'S GEOGRAPHICAL BOUNDARIES AND THE IMPROVEMENTS THAT ARE ELIGIBLE FOR INCENTIVES.

* * * * *

WHEREAS, the City of Friendswood created Neighborhood Empowerment Zone #1 in accordance with state law on June 16, 2008, to provide certain economic development incentives for the downtown area with the purpose of encouraging private investment and reinvestment of sustainable neighborhoods and businesses in the City; and

WHEREAS, the City Council of the City of Friendswood, Texas, desires to amend Resolution R2008-54 that created Neighborhood Empowerment Zone #1 to expand the zone's geographical boundaries and to make provisions for projects to be eligible for certain incentives;

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

Section 1. That the City amends Section 1 of Resolution R2008-54, dated June 16, 2008, modifying the boundaries of Neighborhood Empowerment Zone #1 (NEZ), as described in Exhibit "A," Area "A" to expand and include the geographical area along Friendswood Drive from Castlewood to Cowards Creek as described in Exhibit "A," Area "B." NEZ#1 shall include any current and future properties that are zoned Downtown District within Exhibit "A."

Section 2. That the City Council hereby amends Section 4 of Resolution R2008-54, dated June 16, 2008, and declares that the City will waive one-hundred percent (100%) of all fees related to construction and development including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits and one-hundred percent (100%) of water and waste water impact fees as follows:

Area "A" of NEZ#1 – the City of Friendswood will waive fees for businesses and developers that are "for profit" and that are zoned Downtown District.

Area "B" of NEZ#1 – The City will waive fees for businesses and developers that are "for profit," zoned Downtown District, and that incorporate sidewalk or façade improvements into their overall development plan according to the downtown district zoning guidelines.

Section 3. City Council or their designee will consider waiving fees on a case-by-case basis for other properties located within Exhibit "A" that are not zoned Downtown District, i.e. Planned Unit Development, Multi Family Residential, Single Family Residential, provided that downtown sidewalks or downtown façade improvements are incorporated into their overall development plan.

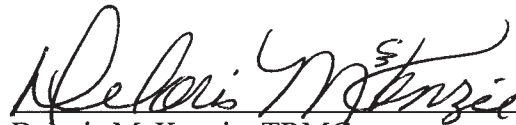
Section 4. That this resolution shall take effect from the date after its passage as the law in such case provides.

PASSED, APPROVED and ADOPTED by the City Council of Friendswood, Texas on this the 15th day of December, 2008.



David J. H. Smith
Mayor

ATTEST:



Deloris McKenzie, TRMC
City Secretary



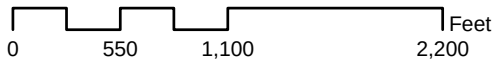
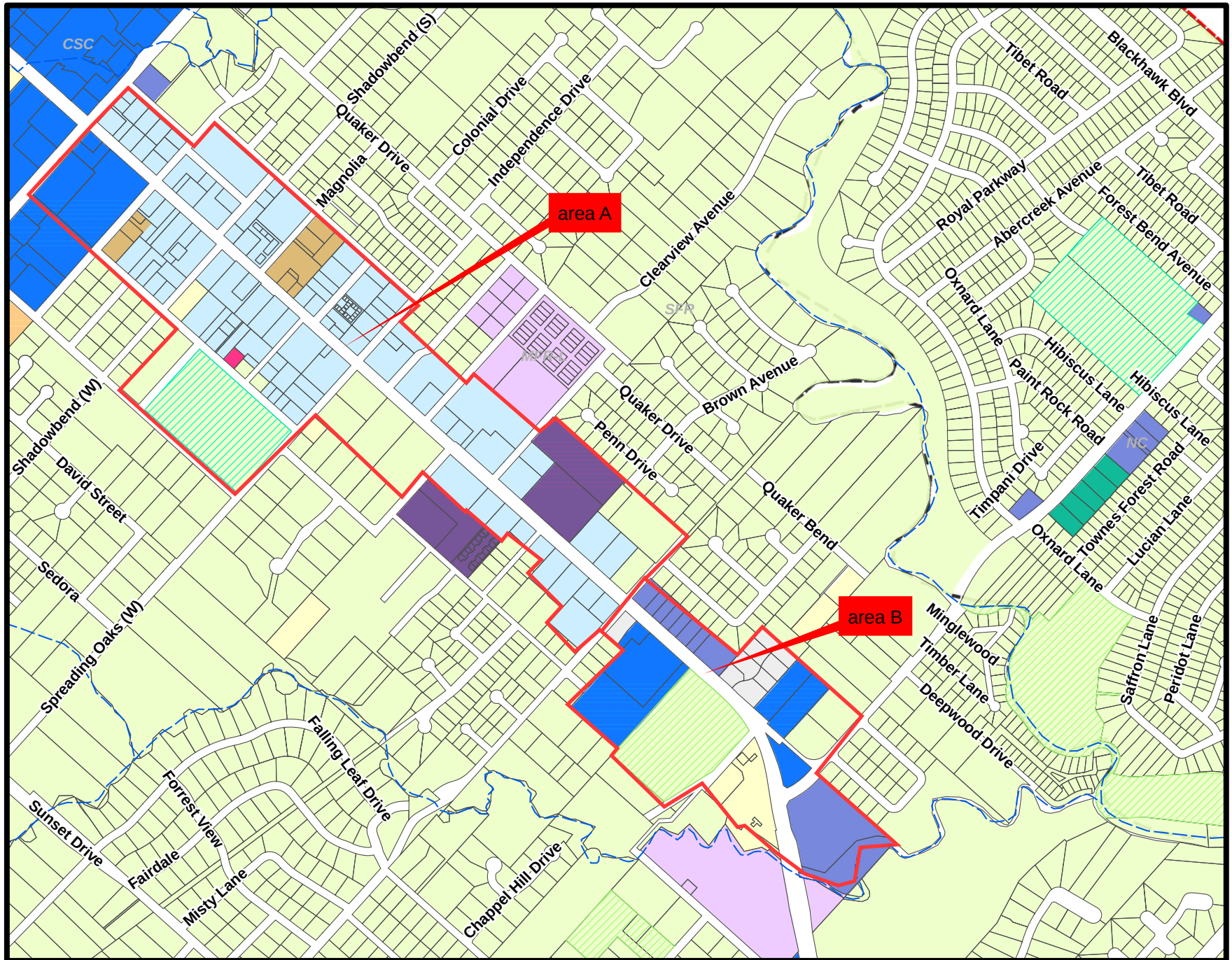
Exhibit A



Legend

Street Names

- Creeks
- Parks
- Schools
- Parcels
- Zoning**
- Zoning**
- SFR
- MFR-L
- MFR-M
- MFR-GHD
- MFR-H
- MHR
- CSC
- NC
- OPD
- DD
- PUD
- PUD Mixed Use
- PUD Commercial
- PUD NonCommercial
- A1
- BP
- LI
- I
- Open Space
- Creek
- City Limits
- Counties



RESOLUTION NO. R2016-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, CANVASSING THE RETURNS
AND DECLARING THE RESULTS OF A SPECIAL
ELECTION HELD ON MAY 07, 2016, REGARDING TWO (2)
PROPOSITIONS RELATING TO STREET MAINTENANCE
SALES AND USE TAX AND DOWNTOWN
IMPROVEMENTS SALES AND USE TAX.**

* * * * *

WHEREAS, this City Council ordered an election to be held in said City on May 7, 2016, on the PROPOSITIONS hereinafter stated; and

WHEREAS, said City Council has investigated all matters pertaining to said election, including the ordering, giving notice, appointing election officers, holding and making returns of said election; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, and said returns have been duly delivered to said City Council.

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That the City Council officially finds and determines that said election was duly ordered, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that the City has complied with the Federal Voting Rights Act and the Texas Election Code, that due returns of the result of said election have been made and delivered, and that the City Council has duly canvassed said returns, all in accordance with law and the Resolution calling said election.

Section 2. That the City Council officially finds and determines that the following votes were cast at said election, on the submitted PROPOSITIONS by the resident, qualified electors of said City, who voted at the election:

STREET MAINTENANCE SALES AND USE TAX

FOR	<u>1,485</u>	) THE ADOPTION OF A LOCAL SALES AND USE TAX IN
		) THE CITY OF FRIENDSWOOD, TEXAS AT THE RATE
		) OF THREE-EIGHTHS (3/8) OF ONE PERCENT (1%) TO
AGAINST	<u>925</u>	) PROVIDE REVENUE FOR MAINTENANCE AND REPAIR
		) OF MUNICIPAL STREETS.

DOWNTOWN IMPROVEMENTS SALES AND USE TAX

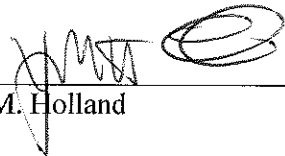
FOR	<u>1,274</u>	) THE ADOPTION OF A TYPE B LOCAL SALES AND USE
		) TAX IN THE CITY OF FRIENDSWOOD, TEXAS AT THE
AGAINST	<u>1,135</u>	) RATE OF ONE-EIGHTH (1/8) OF ONE PERCENT (1%) TO
		) UNDERTAKE PROJECTS AUTHORIZED UNDER
		) CHAPTER 505 OF THE LOCAL GOVERNMENT CODE,
		) TO PROMOTE NEW OR EXPANDED BUSINESS
		) ENTERPRISES IN THE DOWNTOWN AREA AS DEFINED
		) BY THE CITY OF FRIENDSWOOD DOWNTOWN
		) DISTRICT MAP, INCLUDING BUT NOT LIMITED TO
		) STREETS, TARGETED INFRASTRUCTURE, PAVED
		) SIDEWALKS, PEDESTRIAN AMENITIES INCLUDING
		) LIGHTING, BENCHES, SIGNAGE, AND OTHER
		) RELATED PUBLIC IMPROVEMENTS, AND THE
		) MAINTENANCE AND OPERATIONS EXPENSES FOR
		) ANY OF THE ABOVE-DESCRIBED PROJECTS.

Section 3. That the City Council finds and determines that the sales and use tax propositions carried at the election, and that the City Council is accordingly authorized to levy the sales and use tax in accordance with the authority granted in the propositions and with the law. The City Council shall subsequently adopt, by separate action, an ordinance adopting, imposing, and levying the approved sales and use taxes at the rates provided for in the propositions as approved by the voters.

Section 4. The City Secretary is authorized and directed to send to the Texas State Comptroller of Public Accounts by United States certified or registered mail, a certified copy of

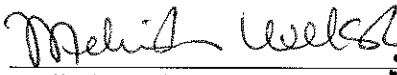
this Resolution, along with a map of the City, clearly showing the boundaries of the City and, upon its adoption, a certified copy of the Sales Tax Levy Ordinance, as required by Section 321.405 of the Texas Tax Code.

PASSED, APPROVED, AND RESOLVED this 16th day of May, 2016.

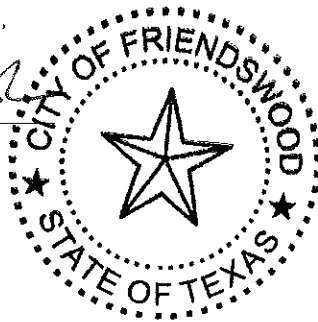


Kevin M. Holland
Mayor

ATTEST:



Melinda Welsh, TRMC
City Secretary



CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTIES OF GALVESTON AND HARRIS
CITY OF FRIENDSWOOD**

§
§
§

We, the undersigned officers of the City Council of said City, hereby certify as follows:

1. The City Council of the City convened in a REGULAR MEETING ON THE 16TH DAY OF MAY, 2016, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

Kevin M. Holland, Mayor
Billy J. Enochs
Steve Rockey
Jim Hill, Mayor Pro-Tem
Patrick J. McGinnis, MD
John H. Scott
Carl W. Gustafson

Melinda Welsh, City Secretary
Roger Roecker, City Manager

and all of the persons were present, except the following absentees: None, except thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION CANVASSING A TAX ELECTION

was duly introduced for the consideration of the Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, the motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: All members of said Council shown present above voted "Aye",
except as noted below:

NOES: 0

ABSTENTIONS: 0

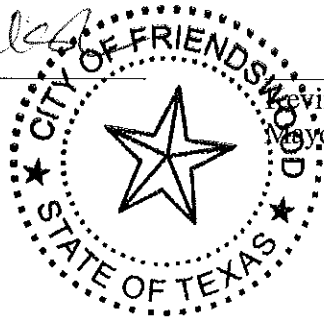
2. That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the

Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting as given, all as required by Chapter 551, Government Code.

SIGNED the 16th day of MAY, 2016



Melinda Welsh, TRMC
City Secretary





Kevin M. Holland
Mayor

~~Gray Highlight and strikethrough~~ – language relocated

Gray Highlight – language copied

Green Text – new location of relocated or copied text

Section 7. - Schedule of district regulations.

I. *Downtown District (DD), general purpose and description.* The DD, downtown district, is designed to accommodate and promote the city's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the ~~P~~lanning and ~~Z~~oning ~~C~~ommission.

1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.

a. No residential use shall be allowed on the first floor.

2. See section 8 for supplementary district regulations.

3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.

4. Buildings in the DD shall have exterior cladding of brick, masonry, stone, stucco, ~~or glass, or lap sided cement fiberboard.~~ ~~Sheet Fiber~~ cement ~~fiberboards/siding~~ are prohibited, except as trim for eaves and overhangs. The ~~P~~lanning and ~~Z~~oning ~~C~~ommission may approve alternative exterior facade materials.

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

(1) *General.*

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

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

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

1. To encourage unified design and development of tracts of land incorporating a variety of uses, including, but not limited to, residential, commercial, office, and institutional;
2. To accommodate innovation in development by modifying the city's land use and development regulations;
3. To provide for and protect the public health, safety and general welfare of the city by assuring quality development in accordance with the city's comprehensive plan and other related goals;

4. To minimize the negative impact of developments, especially those related to drainage, environment, traffic, and a public services and related facilities;
5. To protect and enhance the aesthetic and visual qualities of development;
6. To provide development of sites in a suitable fashion when such development is restricted by such factors as site location and shape;
7. To promote economic development in accordance with the city's plans for such.

(2) *Application.*

- (a) Application and approval process. A development review committee meeting with staff is required prior to application for a PUD. Following the DRC meeting, the applicant will submit all required documents described below to city staff for comments and corrections prior to scheduling the public hearing.
- (b) Each PUD application shall be accompanied by payment for the processing fee as established in section 14. Advertisement and public hearings shall be held by the ~~P~~Planning and ~~Z~~zoning ~~C~~commission and city council in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the ~~P~~Planning and ~~Z~~zoning ~~C~~commission shall forward the plan with its recommendation to the city council for consideration. The ~~P~~Planning and ~~Z~~zoning ~~C~~commission and/or city council may require additional information throughout the process.
- (c) An applicant may choose one of two ways to seek PUD approval:
 1. Submit all items listed below with the application and the required processing fee for rezoning. This option would allow the site plan to be approved as a part of the zone change and prevent the applicant from a second submittal after rezoning to obtain site plan approval.
 - (a) Data describing all processes and activities involved with the proposed use;
 - (b) Boundaries of the area covered by the site plan;
 - (c) The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 - (d) The location of existing drainage ways, and significant natural features;
 - (e) Proposed landscaping and screening buffers;
 - (f) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities and outside trash storage facilities;
 - (g) The location, height and type of each wall, fence, and all other types of screening;
 - (h) The location, height and size of all proposed signs;
 - (i) Utility and drainage plans;
 - (j) Regulation matrix designating what zoning district the development will follow;
 - (k) Data describing any variation from the typical development requirements; or
 2. Submit a conceptual plan with the application and the required processing fee for rezoning. This option will require the applicant to apply for site plan approval at a later date if the zone change to PUD is approved. At the time of site plan approval all information contained in the conceptual plan shall be certified by an engineer and/or surveyor. The conceptual plan shall provide the following information:
 - (a) General land use and density plan;

- (b) Identify proposed general uses, densities, major open spaces, circulation and access features;
- (c) Statement indicating proposed phasing of development and the projected timing of each;
- (d) Data describing all processes and activities involved with the proposed use;
- (e) Regulation matrix designating what zoning district the development will follow;
- (f) Data describing any variation from the typical development requirements.

(3) *Modification of standards proposed within a PUD.*

- (a) Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.
- (b) The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings, increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively, but shall require the owner to submit an application for an amendment to the district standards.

~~Gray Highlight and strikethrough~~ – language relocated

Gray Highlight – language copied

Green Text – new location of relocated or copied text

Section 8. - Supplementary district regulations.

...

- F. *Off-street parking and loading regulations.* It is the intent of this section to ensure that adequate off-street parking and loading is provided with the construction, alteration, remodeling or change of use of any building or change of use of land. Specific guidelines regarding recommended off-street parking spaces and parking lot geometrics shall comply with the requirements of the current Design Criteria Manual.
- a. Approval by the Planning and Zoning Commission shall be required of parking area layouts and design of all off-street parking, including shared parking areas, with the recommendation by the city engineer. The city engineer shall render to the Planning and Zoning Commission his recommendation regarding the usability of the proposed parking spaces, and the adequacy of vehicular circulation patterns.
- ~~b. Downtown district parking. To promote pedestrian friendly environments, shared parking and shared parking access is encouraged. Head-in parking may be allowed in the DD with the approval of the commission, upon recommendation of the city engineer, in areas at least 400 feet from FM 518 and/or FM 2351. No on-street parking shall be allowed on FM 518 or on FM 2351 within the DD. Parking spaces and parking lot geometrics shall comply with the requirements of the current design criteria.~~
- ~~*Off-street loading regulations.* The intent of this section is to ensure that an adequate off-street loading area is provided with the construction, alteration, or change of use of any business building or structure, or with any change in land use.~~
- ~~b1.~~ The owner and the occupier of any property upon which a business is located shall provide loading and unloading areas of sufficient number and facility to accommodate on such business premises all vehicles that will be reasonably expected to simultaneously deliver or receive materials or merchandise, and of sufficient size to accommodate all types of vehicles that will be reasonably expected to engage in such loading or unloading activities.
- ~~c2.~~ Any person desiring a building permit for the construction, alteration, or change of use of the land or any business building or structure shall submit a plot plan to the building official designating the number, dimensions and locations of all loading areas and all proposed avenues of ingress and egress to the property from adjacent public thoroughfares. The building official shall not issue such permit if it is determined that the proposed loading and unloading facilities will present a direct or indirect hazard to vehicular or pedestrian traffic.
- G. Reserved.
- H. Reserved.

~~Modification of standards proposed within a PUD.~~

- ~~1. Following adoption of a PUD ordinance pursuant to this section, all subsequent plans prepared for the development or any portion of the property within a PUD must substantially conform to the approved plan in accordance with the standards of the PUD ordinance, this section, and all other applicable ordinances of the city.~~
- ~~2. The city recognizes that market conditions may alter the development of a large PUD and hereby provides that alterations in the land area or square footage, as appropriate, covered by a category of use, may be varied by not more than 25 percent. In no case shall such variations change traffic or circulation patterns, substantially alter the number or arrangement of buildings,~~

~~increase the height of buildings, lessen the amount or effectiveness of open space or landscaped buffers, or result in a greater impact on adjacent properties or neighborhoods. Percentage changes specified herein shall be the maximum change allowed; multiple changes exceeding those percentages shall not be approved administratively, but shall require the owner to submit an application for an amendment to the district standards.~~

I. *Landscaping and screening requirements.*

1. *Purpose.* The provisions of this subsection I for the installation and maintenance of landscaping and screening are intended to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the community. In furtherance thereof, trees utilized to comply with the requirements of this subsection I shall be of a type contained in the list of qualified trees approved from time to time by the city council and contained in the city's design criteria manual ("Qualified Tree List").

2. *Perimeter landscaping and screening.*

a. *Adjacent property, buffer maintenance and installation.*

(1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.

(2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.

(3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

a-1. *Adjacent property, buffering streets.* All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.

b. *Trees for buffer strips.* If an open space buffer strip is required under the terms of this subsection I, not less than one tree, whether existing or planted, shall be maintained for each 25 lineal feet or portion thereof of solid open space buffer strip.

b-1. ~~Each such~~Landscape trees. All required trees for landscaping shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

c. *Off-street parking landscaping.*

(1) All areas, other than those located within the industrial district, that are used for parking or display of vehicles, boats, construction equipment or production equipment, shall conform to the minimum landscaping requirements of this subsection 2.c. Areas that are of a drive-in nature, such as filling stations, grocery stores, banks and restaurants also, shall conform to the minimum landscaping requirements of this subsection 2.c.

(2) It is the intent of this subsection 2.c to promote the placement of trees along the thoroughfares of the city. Therefore, at least 50 percent of the required trees shall be located between the street and any buildings. No tree other than those species listed as small trees (size 3) on the qualified tree list may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

(3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

(4) All planted islands shall have curbs of sufficient height and width to contain the planted island.

(5) Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.

(6) Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.

(7) All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.

(8) If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.

(9) All plants shall receive proper irrigation to encourage deep root growth and survivability.

...

- N. *Downtown district supplemental requirements.* These supplemental requirements shall apply only to new developments within the downtown district or where a structure in the district has lost its nonconformity. A new development shall be defined as any new project built on a raw or otherwise vacant tract or tracts of land, not associated with an existing structure. A structure shall be deemed to have lost its nonconformity as determined by section 6.D.

1. *Geographic limits.* The geographic limits of the downtown district are as shown on the downtown district map. All properties within these geographic limits may rezone to downtown zone. Those properties outside the geographic limits may not rezone to the downtown zone.

2. *General purpose and description.* The downtown district (DD) is intended to create a mixed use environment based on traditional neighborhood and smart growth standards. It is designed for physical flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian friendly environment is established by allowing shared parking and on-street parking, as well as sidewalks and street furnishing.

3. *Parking.*

To promote pedestrian friendly environments, shared parking and shared parking access is encouraged. Parking spaces and parking lot geometrics shall comply with the requirements of the current Design Criteria Manual.

a. Off-site parking shall be allowed if within one block of the development. For purposes of this subsection, one block shall constitute no less than 300 linear feet and no more than 1,200 linear feet.

b. Shared parking areas shall be allowed.

c. Shared access agreements shall be required between adjacent developments.

d. ~~On-street parking shall be in accordance with subsection F.I.C., shown previously in this appendix.~~ On street, head-in parking may be allowed in the DD with the approval of the Planning and Zoning Commission, upon recommendation of the city engineer, in areas at least ~~75400~~ feet from FM 518 and/or FM 2351. No on street parking shall be allowed on FM 518 or on FM 2351 within the DD.

e. Development plans shall indicate how freight and goods will be delivered.

f. Development plans shall show the design and layout for all parking. Documentation shall be provided to verify authority for all shared or off-site parking.

g. All such required documentation shall be presented before a development plan is approved.

h. Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

- i. All planted islands shall have curbs of sufficient height and width to contain the planted island.
- j. Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.
- k. Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.
- l. All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.
- m. If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.
- n. All plants shall receive proper irrigation to encourage deep root growth and survivability.

4. *Architectural standards.*

- a. Buildings in the DD shall have exterior cladding of brick, masonry, stone, stucco, ~~or glass,~~ or lap sided cement fiberboard. ~~Sheet Fiber~~ cement fiberboards/siding are prohibited, except as trim for eaves and overhangs. The ~~P~~lanning and ~~Z~~oning ~~C~~ommission may approve alternative exterior facade materials.
- b. Exterior facades, including the roof, shall be limited to earth tone colors. Color samples shall be submitted as part of the commercial site plan. Earth tone colors depict the colors in nature; they include flat and muted shades of brown, green, blue, orange, and some reds and tans.
- ~~c~~b. Fenestration shall mean the openings in a wall, such as doors and windows, to include faux windows whether transparent or not. Such windows may be inoperative but must be framed as a window and otherwise appear to be a window. Painted openings would not be counted in fenestration calculations. Fenestration along front or other facades visible to the public shall be as follows:
 - (1) Walls visible to the public shall have windows and or doors (i.e., no blank walls allowed).
 - (2) Not less than 40 percent fenestration shall be provided for all ground floor primary facades (front or side) that face a public right-of-way.
 - (3) Not less than 25 percent fenestration shall be provided for all upper floor facades ~~(upper floors and those not facing a public right-of-way).~~
- ~~d~~e. Awnings and canopies are allowed upon approval of the ~~p~~lanning and ~~Z~~oning ~~e~~Commission.
- ~~e~~d. Fenestration calculations.
 - (1) Area of ground floor primary wall ~~(front or side)~~ facing ROW x 40 percent = minimum fenestration.
 - (2) Area of upper floor ~~or floor not facing ROW~~ x 25 percent = minimum fenestration.
- f. Garage bays or other similar large openings designed for automotive or industrial work, or designed for vehicles to drive into, shall not front FM 518 or FM 2351 within the Downtown

District boundary. This prohibition shall not include drive-thrus such as are typically found at banks for fast-food establishments. In the event that this requirement overlaps at an intersection, the architectural requirement regarding garage bays shall apply only to the frontage on one street as designated on the site plan.

5. *Screening.*

- a. Mechanical equipment, such as roof top equipment, compressors, refrigeration units and trash enclosures, outside storage, and other nonpublic service areas that are visible from a public area, shall be screened to a height sufficient to completely screen the use from view at ground level. The term "view at ground level" shall mean the view from public walkways situated in the adjoining rights-of-way or from vehicular traffic in the first two traffic lanes in the bordering street or streets.
- b. The design of walls and other structures located on the same site, including those used to screen outdoor storage areas, dumpsters, vehicles, etc. shall be constructed of the same materials as the building on the lot. Cyclone fences are prohibited. Under limited circumstances, the Planning and Zoning Commission may approve a vinyl coated cyclone fence.
- c. See Section 8.L. for additional dumpster screening requirements.

6. *Sidewalks.*

- a. Each development along FM 2351 and FM 518 shall provide a minimum 15-foot-wide parkway adjacent to the street right-of-way. The 15-foot parkway must contain an unobstructed brick-paved sidewalk, as described in Appendix E of the Design Criteria Manual, at least eight feet wide and a seven-foot wide landscape area.
- b. Each development along all other streets within the downtown district shall provide a concrete sidewalk built in accordance with city standard specifications and shall be a minimum of six feet in width. Concrete sidewalks shall be built within the street right-of-way and adjacent to the right-of-way lines.
- c. If sidewalks cannot be placed wholly within the right-of-way and must be placed on private property, easements of the appropriate width shall be required.

7. *Parkways and landscaping.*

- a. The 15-foot parkway required along FM 2351 and FM 518, which runs parallel and adjacent to each street's back of curb, includes a seven-foot landscape area. This area shall be reserved for amenities, such as street furniture, lighting and landscaping, and may include grass, brick pavers or other decorative material as approved by the Planning and Zoning Commission.
- (1) Trees shall be provided every 25 linear feet. Trees used in the 15-foot parkway shall be Class 2 or Class 3 trees from the city's qualified tree list, and other landscaping material such as bushes and/or groundcover may be used. The tree and landscaping material shall be maintained in living condition. One-half of the trees shall have a minimum caliper of four inches and one-half shall have a minimum caliper of two inches. Existing qualified trees may be counted toward fulfillment of this requirement provided that the size, species, and guaranteed duration shall meet the criteria of the landscaping section of this appendix. (Clustering of trees shall be permitted; provided, however, clustering shall not reduce the number of required trees, and trees shall not be clustered so as to lessen the survival rate of other trees.)
- (2) Amenities shall be provided in accordance with the design criteria manual, Exhibit E, Downtown District Amenities. A minimum of two lights and two benches are required within the 15-foot parkway of each development. All provided amenities shall be permanently maintained by the property owner, including the brick-paved sidewalks.

- b. Developments along all other streets within the downtown district shall have a minimum ten-foot landscaped buffer located on private property and not less than one tree, whether existing or planted, shall be planted and maintained for each 25 lineal feet or portion thereof. Each such tree shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.
- c. Alternate sidewalk, landscape and amenity designs specific to the site or the function of the development within the downtown district may be considered by the Planning and Zoning Commission if it determines that the proposed alternative sidewalk is not narrower than six feet and provides, respectively:
 - (i) Equal or better pedestrian access to and along the development property;
 - (ii) Equal or enhanced landscape beautification for the development; or
 - (iii) Equal or better design amenities than otherwise required herein.

d. See Section 8.I. for additional information on maintenance and preservation of trees.

8. Adjacent property, buffer maintenance and installation.

- a. When a commercial use is established on a lot or premises located adjacent to any residential zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the commercial property between it and the adjacent protected property.
- b. In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the Planning and Zoning Commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement, with Planning and Zoning Commission approval.
- c. The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The Planning and Zoning Commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the Planning and Zoning Commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.
- d. Conversely, when a single family use is established on property adjacent to any commercial, industrial or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

9. Utilities.

All permanent utilities serving the property shall be located underground, at the owner's expense.

APPENDIX E

Downtown District Amenities

Streetscape furnishings, as required by City of Friendswood Code of Ordinances, Appendix C – Zoning Ordinance for the Downtown District, are important functional elements and amenities. They should be of high quality, designed for outdoor use, and require minimal maintenance. All provided amenities shall be permanently maintained by the property owner, including paved walkways.

SEATING

Seating should be durable and comfortable. Sharp edges and poorly designed or fabricated furniture should be avoided. Metal is the required material. The seating design should complement other furnishings. All seating should be secured permanently to paved surfaces for safety and to avoid vandalism. The bench below is the preferred model; however, other benches of similar size and features may be approved by the Planning and Zoning Commission.



Manufacturer: Webcoat Products
Product: Metal benches
Model: B5WBCLASSIC
Size: 5'
Color/finish: Black finish
Aluminum frame w/contoured backs

TREE WELLS

Tree wells are an attractive way to protect trees planted in paved areas. Appropriate tree grates and tree wells should be similar to the following:



TREE GRATES

Manufacture: Neenah Foundry Company
Product: Tree grate
Model: ASTM A-48, Metropolitan Series



TREE WELLS

LIGHT POLES

Lighting plays an important part in the character, function, and security of a streetscape. It should be consistent with other streetscape elements and integrate the historic nature of the Downtown District. Light poles shall be the “Bishop’s Crook” style. The light pole below is the preferred model; however, other light poles of similar size and features may be approved by the Planning and Zoning Commission.

	Manufacturer:	Hadco
	Product:	Aluminum Pole w/Teardrop Fixture
	Color/finish:	Black powder coat
		Lighting must be metal halide or LED with full cutoff or semi cutoff fixtures that emits 7,000 to 8,000 lumen, or the equivalent thereof, and 5,000 to 6,000K (Kelvin – color temperature).

Lamp height maximum shall be 12’. Lamp height minimum shall be 10’. Lamp shall be positioned towards the rights-of-way to illuminate the public walkway.

Lamp height is the actual lamp height above ground measured at the bottom of the lamp fixture, where the globe or bulb begins.

TRASH RECEPTACLES

Trash receptacles should be easily accessible for pedestrians and trash collection. They must be placed to be unobtrusive yet effective and their design should relate to other site furnishings. Trash receptacles should be firmly attached to paving to avoid vandalism. They should include covered tops and sealed bottoms to keep contents dry and out of sight at all times. Appropriate trash receptacles should be similar to the following:

	Manufacturer:	Victor Stanley, Inc.
	Product:	Trash receptacle
	Model:	Steelsites RB series
	Color/finish:	Black finish TGIC polyester powder coat

PAVERS

Brick pavers must be used to construct the required brick-paved sidewalk in accordance with the specifications below. The paver color and pattern below is the preferred design; however, other pavers of similar colors and patterns may be approved by the Planning and Zoning Commission.

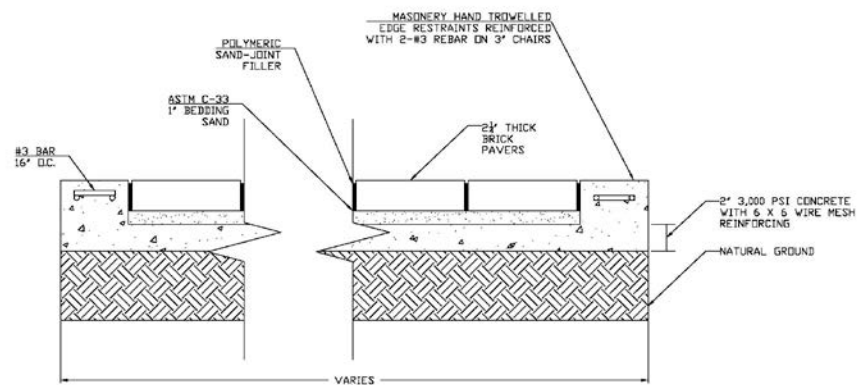
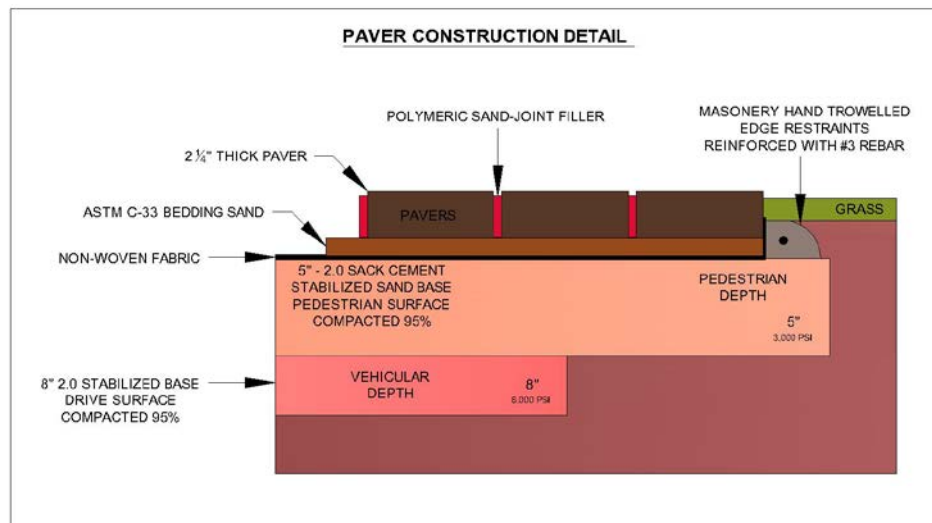
	Manufacturer:	Pine Hall Brick Company, Inc.
	Product:	Pavers
	Model:	Pathway Series, Full Range
	Size:	4" W x 8" L x 2 1/4" thick
	Color:	Red
	Pattern:	Stretcher Bond

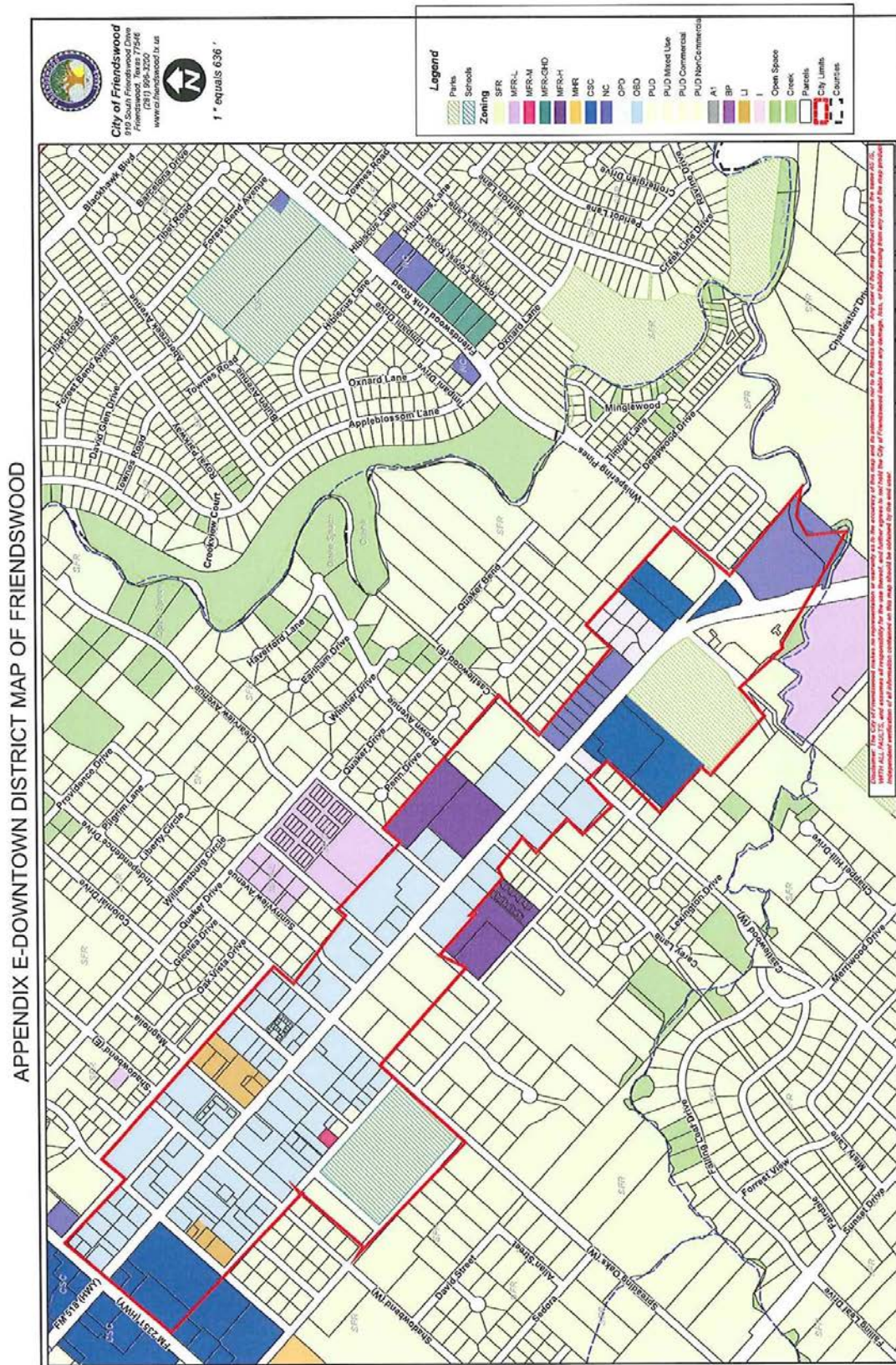
Brick pavers must be set on a sand base with a concrete border as stated below and shown on the attached construction detail drawing. No concrete or stamped concrete is allowed for the sidewalk surface.

Paver installation specs:

- 5" of 2.0 sack cement stabilized sand base
- Non-woven fabric weed block
- 1" of ASTM C-33 bedding sand
- 2 1/4" thick brick unit paver
- Polymeric joint sand
- Masonry hand troweled edge restraints reinforced with #3 rebar

If the pavers are a part of a drive surface for vehicular traffic, an 8" 2.0 stabilized base drive surface, compacted 95% must be installed below the 5" of 2.0 sack cement stabilized sand base.





1. *Use of land and buildings.* Buildings, structures, land or premises shall be used only in accordance with the uses specifically permitted in the zoning district classification for the site subject to compliance with parking regulations, height and area requirements, special conditions and all other requirements of the zoning ordinance.
2. *Permitted use table.* The permitted uses in each specific zoning district are shown by means of symbols in the permitted use tables on the following pages. The letter "P" in the zoning district column opposite the listed permitted use means the use is permitted as a use of right in that district. The letter "S" in the zoning district column opposite the permitted use means the use is permitted in that zoning district only obtaining a specific use permit as set forth in section 9.G. No primary use shall be permitted in any district unless the letter "P" or the letter "S" appears opposite the listed permitted use. The letter "O" in the zoning district column means that the permitted use is for office functions only. Parking requirements are in section 8.F. The letters "NP" in the PUD-Mixed Use Zoning District column means those uses so specified are not permitted under any circumstance.
3. *Uses not listed.* Primary uses not listed in the permitted use table may be permitted in any district where similar uses are permitted. The function and locational requirements of the unlisted use must be consistent with the purpose and description of the zoning district, compatible with the permitted uses in the district, and be similar in traffic-generating capacity, noise, vibration, dust, odor, glare and heat producing characteristics.
4. *Accessory use.* A use which is customarily incidental to that of the primary existing use, which is located on the same lot or premises as the primary existing use, and which has the same zoning district classification shall be permitted as an accessory use without being separately listed as a permitted use.
5. *North America Industry Classification System (NAICS) Codes.* The activity descriptions in the current NAICS Codes prepared by the United States Executive Office of the President, Office of Management and Budget, shall be used to determine the primary establishment uses when reference is made in the tables to a designated standard industrial classification. Every January, community development staff shall determine if the manual has been revised. If the manual has been revised, such revisions and changes will be summarized in a written report and presented to the planning and zoning commission. The commission will make recommendations to council regarding adoption of the revised manual and appropriate changes to the zoning ordinance permitted use table. The commission may recommend that an ad hoc committee review and propose revisions to the permitted use table.
6. *Permitted use table.*

	2017 NAICS Industry Descriptions	SFR and SFR-E	MFR- GHD	MFR- L	MFR- M	MFR- H	MHR	CSC	NC	LNC	OPD	DD	A- 1	L1	I	BP
	Sexually oriented businesses (Ch. 62)														S	
11	<i>Agriculture, Forestry, Fishing and Hunting</i>															
111	Crop production							O	O		O	O	P			
1114	Greenhouse, nursery and floriculture production										O	O	P	S	S	O

112	Animal production							O	O	O	O	P			
113	Forestry and logging									O	O	P	S	P	
1133	Logging									O	O	S		S	
114	Fishing, hunting and trapping									O	O	P			
115	Support activities for agriculture and forestry							O	O	O	O	P		O	
21	<i>Mining</i>														
211	Oil and gas extraction									O	O	S	S	S	
212	Mining, except oil and gas									O	O	S	S	S	
213	Support activities for mining									O	O	S	S	S	
22	<i>Utilities</i>														
221	Utilities									O	O		S	P	O
23	<i>Construction</i>														
236	Construction of buildings							O	O	O	O		P	P	P
237	Heavy and civil engineering construction							O	O	O	O		P	P	S
238	Specialty trade contractors							O	O	O	O		P	P	P
31—33	<i>Manufacturing</i>														
311	Food manufacturing							O		O	O		S	S	S
311811	Retail bakeries							P	P		P				
312	Beverage and tobacco product manufacturing							O		O	O		S	S	S

313	Textile mills							O			O	O	S	S	S
314	Textile product mills							O			O	O	S	S	S
315	Apparel manufacturing							O			O	O	S	S	S
316	Leather and allied product manufacturing							O			O	O	S	P	S
3161	Leather and hide tanning and finishing							O			O	O	O	S	O
321	Wood product manufacturing							O			O	O	S	P	S
322	Paper manufacturing							O			O	O	O	S	O
323	Printing and related support activities							S			O	S	P	P	P
323113	Commercial screen printing							P	S		O	P	P	P	P
324	Petroleum and coal products manufacturing							O			O	O	S	S	S
325	Chemical manufacturing							O			O	O	S	S	S
325412	Pharmaceutical preparation manufacturing							O			O	O	P	P	P
326	Plastics and rubber products manufacturing							O			O	O	S	P	S
3262	Rubber product manufacturing							O			O	O	O	P	O
327	Nonmetallic mineral product manufacturing							O			O	O	O	P	O
331	Primary metal manufacturing							O			O	O	O	S	O
332	Fabricated metal product							O			O	O	S	P	S

4413	Automotive parts, accessories and tire stores							P	S		O	O		P	P	P
442	Furniture and home furnishing stores							P	P		O	P		S	S	P
443	Electronics and appliance stores							P	P		O	P		S	S	P
444	Building material and garden equipment and supplies dealers							P	P		O	P		P	P	P
444190	Other building material dealers							S	S		O	O		S	S	S
445	Food and beverage stores							P	P		O	P		S		S
446	Health and personal care stores							P	P		O	P		P		P
447	Gasoline stations							P	P		O	S		P	P	
447190	Other gasoline stations										O	O		S	S	
448	Clothing and clothing accessory stores							P	P		O	P				P
451	Sporting goods, hobby, book and music stores							P	P		O	P				P
452	General merchandise stores							P	P		O	P		P	P	P
453	Miscellaneous store retailers							P	P		O	P		P	P	P
4533	Used merchandise stores							P	P			P		P	P	P
45393	Manufactured (mobile) home dealers										O	O			S	
45399	All other miscellaneous store retailers							P	P			P		P	P	P
454	Nonstore retailers							S	S		O	S		S	S	S

48—49	Transportation and Warehousing																
481	Air transportation											O	O		O	O	O
482	Rail transportation											O	O		S	P	S
483	Water transportation											O	O		O	S	O
484	Truck transportation											O	O		P	P	S
485	Transit and ground passenger transportation								S	S		O	S		S	S	S
486	Pipeline transportation	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S
487	Scenic and sightseeing transportation								S			O	P				P
488	Support activities for transportation								S	S		O	O		S	P	P
48841	Motor vehicle towing											O	O		S	P	O
491	Postal service								P	P		O	P		P	P	P
492	Couriers and messengers								P	P		O	P		P	P	P
493	Warehousing and storage											O	S		P	P	P
51	Information																
511	Publishing industries											O	S		P	P	P
512	Motion picture and sound recording industries								S			O	S		S	S	S
515	Broadcasting (except internet)								S	S		O	O		P	P	P
517	Telecommunications								S	S		O	S		P	P	P

517911	Telecommunication resellers							P	P		O	P		P	P	P
518	Data processing, hosting and related services							S	S		O	S		S	P	P
519	Other information services							S	S		O	S		S	P	P
52	<i>Finance and Insurance</i>															
521	Monetary authorities—Central bank							P	P		P	P		P		P
522	Credit intermediation and related activities							P	P		P	P		P		P
522298	All other nondepository credit intermediation(i.e., pawn shops)							S			O	S		S	P	P
523	Securities, commodity contracts, and other financial investments and related activities							P	P		P	P		P		P
524	Insurance carriers and related activities							P	P		P	P		P		P
525	Funds, trusts, and other financial vehicles							P	P		P	P		P		P
53	<i>Real Estate and Rental and Leasing</i>															
531	Real estate							P	P		P	P		P	P	P
53113	Lessors of miniwarehouses and self-storage units							O	O		O	O		O	P	P
532	Rental and leasing services							P	S		O	S		P	P	P
53212	Truck, utility trailer and RV rental							O	O		O	O		O	P	P
533	Lessors of nonfinancial intangible							P	P		P	P		P	P	P

[illegible]

6116	Other school and instruction							P	P		P	P	S	P	P	
62	<i>Health Care and Social Assistance</i>															
621	Ambulatory health care services							P	P		P	P				P
622	Hospitals							P			O	S		P		P
6231	Nursing care facilities—Skilled nursing facilities							S	S		O	S				
6232	Residential, intellectual and development disability, mental health, and substance abuse facilities	S1	S1													
623311	Continuing care retirement communities (with on-site nursing)	S1	S1					S	S		O	S				
623312	Assisted living facilities for the elderly (without on-site nursing)	S1	S1					S	S		O	S				
624	Social assistance							S			O	S				S
6244	Child day care services (childcare centers)							P	P		O	P				
6244	Child day care services (registered and/or licensed childcare home)	P	P													
71	<i>Arts, Entertainment and Recreation</i>															
7111	Performing arts							P			O	P				P
7112	Spectator sports							S			O	O				P
7113	Promoters of performing arts, sports and similar events							P			O	P				P
712	Museums, historical sites and	S	S	S	S	S	S	P	S		O	P	S	S	S	S

	maintenance																		
8113	Commercial and industrial machinery and equipment (except automotive and electronic repair and maintenance)								S				O	O			S	P	P
8114	Personal and household goods repair and maintenance								S				O	O			S	P	P
8121	Personal care services								P	P			P	P			P		P
8122	Death care services								S	S			O	S			S		S
8123	Dry cleaning and laundry services								P	P			P	P			P		P
8129	Other personal services								P	P			P	P			P		P
8131	Religious organizations	S	S	S	S	S	S	S	S	S			O	S	S				
8132	Grantmaking and giving services								O	O			O	O			O		O
8133	Social advocacy organizations								O	O			O	O			O	P	O
8134	Civic and social organizations								O	O			O	O			O	P	O
8139	Business, professional, labor, political, and similar organizations								O	O			O	O			O		O
814	Private households	P	P	P	P	P	P							P (a)	P				
92	Public Administration																		
921	Executive, legislative, and other general government support								P				O	P			P		P
922	Justice, public order and safety activities								P				O	P			P		P

Appendix A - SIGNS^[1]

Sec. 9. - Prohibited signs.

Signs of the following nature are expressly prohibited unless specifically authorized by this appendix:

- a. Billboards, including, but not limited to, new off-premises CEVMSs. Exception: existing billboards may be converted to CEVMSs, provided that they meet the requirements in section 26.f.
- b. Signs that contain statements, words, or pictures of an obscene, indecent, or immoral character as will offend public morals or decency.
- c. Obsolete signs.
- d. Animated signs.
- e. Signs that contain or have attached thereto banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, flash tags or other similar devices.
- f. Signs attached to exposed amenities, such as benches or trash containers.
- g. Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such a manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- h. Snipe signs.
- i. Signs placed on the side or rear of any building or property when such sign faces upon a contiguous residential area.
- j. Signs placed on private property without the consent of the owner of the property.
- k. Flashing signs.
- l. Ground signs, except monument signs.
- m. In the Downtown District Boundary, no miniature, mini, Christmas, rope string lights, exposed LED storefront lights or other similar lighting in or framing windows (interior or exterior), including attached to the window frames with the exception of holiday lighting from November 15 to January 15.



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: March 4, 2019

Date Submitted: February 11, 2019

Dept. Clearances: CMO

Prepared by: GCF

Subject: Five Star Spirit Award Recognition

Originating Department: CMO

City Attorney Review: N/A

Proceeding: Special Recognition

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Five Star Spirit Award recipient for the the fourth quarter of 2018 is Ashley Hempel. Ashley is a communications operator with the Friendswood Police Department and began working for the City in March of 2013.

Ashley was nominated by a co-worker for her actions taken Saturday November 24, 2018. She received a 911 call for a man down at Timber Creek Golf Course. The patient was not conscious nor breathing. She gave AED and CPR instructions to the caller as EMS and PD were dispatched. In dispatch, it is not common to have the opportunity to give AED instructions due to most situations not having an AED available. The caller complied with all instructions and applied the AED. A shock was advised and dispatch could hear the patient being shocked over the phone. The outcome of most of these patients is strictly determined on early CPR and AED defibrillation. The patient was given the best opportunity to make a successful recovery due to Ashley's instructions to the caller and the quick response of EMS and PD. Ashley did an outstanding job providing instructions to the caller. The City of Friendswood and Police Department should be proud of her dedication to the citizens of Friendswood and her reliability to provide excellent service.

It should also be noted that Ashley was one of the individuals recognized for vital assistance managing a pediatric patient they responded to on Sunday January 6, 2019 at last month's council meeting.

Ashley's actions certainly exemplify the attributes of the Five Star Spirit Award; being Courteous, Competent, reliable, Professional, and Enthusiastic. We congratulate Ashley on being the recipient of the Five Star Spirit Award for the fourth quarter of 2018 and thank her for her service to our citizens.



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: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change Request – 1 Hatcher Lane to change from Community Shopping Center (CSC) to Downtown District (DD)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: Joint Public Hearing

Degree of importance: Critical ☐ Significant ☐ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning on the subject property from CSC to DD. The property is located within the established Downtown District boundary and is eligible to opt into the DD zoning. If approved, the development of the property would be subject to the architectural requirements of the DD zoning regulations. Development related fees would be waived for any for-profit business that is established on the property. At this time, staff is unaware of any specific property development plans.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The requested zone change is in compliance with the Future Land Use Map and the Zoning Ordinance.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the Joint Public Hearing.

ATTACHMENTS

[Application](#)

[Metes and Bounds Description](#)

[Deed](#)

[Aerial Map](#)

[Location Map](#)

[Zoning Map](#)

[Rezoning Report](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Commercial CSO

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: Downtown District ☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 1 Hatcher Lane, Friendswood

Platted Land – Plat Name: Friendswood Subdivision Lot: 4 Block: 11

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: JOHN P. GANNON Phone: 281-992-2828

Owner's Mailing Address: 1 525 PARK GROVE

City: KATY State: TX Zip: 77450 Fax: _____

Owner's Email Address: john@jgioutdoor.com

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1-4-19

Agent's Signature: _____ Date: _____

Received By: <u>Bsummers</u>	Application Number: <u>PLAN-2019-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-10-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>

**DESCRIPTION OF A TRACT OF LAND CONTAINING
1.8864 ACRES (82,170 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK SURVEY, ABSTRACT 151
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 1.8864 acres (82,170 square feet), situated in the Sarah McKissick Survey, Abstract 151, Galveston County, Texas, being out of Lot 4, in Block 11, of Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 14, and transferred to Plat Record 7, Map No. 20 in the Office of the County Clerk of Galveston County, Texas, and being all of a tract of land conveyed unto John P. Gannon by deed recorded in County Clerk's File No. 2015006491 of the Official Public Records of Galveston County, Texas. Said 1.8864-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron pipe in the northeast right-of-way line of Hatcher Lane (60 feet wide) for the west corner of the said tract herein described, being located South 45°00'00" East, a distance of 495.00 feet from the west corner of said Lot 4;

THENCE North 45°00'00" East, a distance of 498.00 feet to a found 2-inch iron pipe for the north corner of the said tract herein described;

THENCE South 45°00'00" East, a distance of 165.00 feet to a found 1/2-inch iron rod with cap (illegible) for the east corner of the said tract herein described;

THENCE South 45°00'00" West, a distance of 498.00 feet to a set 1/2-inch iron rod with cap marked "Survey 1" in the northeast right-of-way line of said Hatcher Lane for the south corner of the said tract herein described;

THENCE North 45°00'00" West along the northeast right-of-way line of said Hatcher Lane, a distance of 165.00 feet to the POINT OF BEGINNING and containing 1.8864 acres (82,170 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated November 21, 2018, job number 11-68324-18.



RECEIVED JAN - 4 2019



WARRANTY DEED WITH VENDOR'S LIEN

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.

Date:

January 29, 2015

Grantor:

**CHERYL HATCHER BOUILLION A/K/A H. CHERYL HATCHER
BOUILLION, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR
OF THE ESTATE OF MARIETTA M. HATCHER, DECEASED**

Grantor's Mailing Address (including county):

1524 Westfield St.
Pearland, TX 77581

Grantee:

JOHN P. GANNON

Grantee's Mailing Address (including county):

204 Stanley Ct.
Friendswood, Galveston County, Texas 77546

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and the further consideration of **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)** to Grantor in hand paid by HOMETOWN BANK, NATIONAL ASSOCIATION, of Galveston, Texas, at the special instance and request of the Grantee, in part payment of the purchase price for the land and premises herein conveyed, to evidence which the said Grantee has executed his one certain promissory note to the order of HOMETOWN BANK, NATIONAL ASSOCIATION, payable as therein provided, and secured by a first vendor's lien and superior title herein retained and by deed of trust herewith executed by the said Grantee to G. WILLIAM RIDER, TRUSTEE.

The above-mentioned note for \$375,000.00 is made payable directly to HOMETOWN BANK, NATIONAL ASSOCIATION, which has advanced said sum of money at the request of Grantee herein to the Grantor herein; and in consideration of the premises that Grantor does hereby SELL, TRANSFER AND ASSIGN unto the said HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, the first vendor's lien and superior title herein retained against the property herein conveyed to secure the payment of the aforesaid note as fully subrogating HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, to all rights, titles, equities and interest in and to such note and all liens against the property securing payment thereof, such assignment, however, being without recourse in any event against the Grantor herein,

Property (including any improvements):

1.886 acres of land, more or less, out of Lot 4, Block 11, FRIENDSWOOD SUBDIVISION, according to the plat thereof, recorded in Volume 238, Page 14, Galveston County Map Records, out of the J.R. Williams or Sarah McKissick Survey, Abstract No. 151 in Galveston County, Texas and being the same land conveyed to Harry M. Hatcher in deeds recorded in Volume 823, Page 132 and confirmed in Volume 923, Page 34, Deed Records, Galveston County, Texas and said tract being more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof.

This conveyance is made and accepted subject to all the restrictions, covenants and conditions, easements, set-back lines, charges, mineral interests, reserved and/or granted, and rights-of-way either apparent or of record in the Office of the County Clerk of Galveston County, Texas, including but not limited to the following:

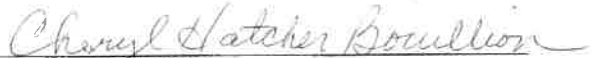
1. Easement to Community Public Service Company of record in Volume 637, Page 437, of the Deed Records of Galveston County, Texas for the purpose of electric transmission and distributing line; and
2. Any titles or rights asserted by anyone including, but not limited to persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low time to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or rights of easement along and across the same.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to 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, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

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

EXECUTED this 29th day of January, 2015.


CHERYL HATCHER BOUILLION
A/K/A H. CHERYL HATCHER BOUILLION,
INDIVIDUALLY AND AS INDEPENDENT
EXECTURIX OF THE ESTATE OF MARIETTA M.
HATCHER, DECEASED

STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 29th day of September, 2015, by **CHERYL HATCHER BOUILLION a/k/a H. CHERYL HATCHER BOUILLION, Individually and as Independent Executrix of the Estate of MARIETTA M. HATCHER, Deceased, on behalf of said estate.**



Courtney Moore
Notary Public in and for THE STATE OF TEXAS

Loan origination organization: HOMETOWN BANK, NATIONAL ASSOCIATION
NMLS ID 478260
Loan Originator: Allan Rasmussen, Jr.
NMLS ID 684576

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

RIDER & WILSON
Suite 802, 2200 Market Street Tower
2200 Market Street
Galveston, Texas 77550

Exhibit "A"

A SURVEY OF 1.886 ACRES OF LAND, MORE OR LESS, OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 238, PAGE 14, GALVESTON COUNTY MAP RECORDS, OUT OF THE J.R. WILLIAMS OR SARAH MCKISSICK SURVEY, ABSTRACT NO. 151, IN GALVESTON COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO HARRY M. HATCHER IN DEEDS RECORDED IN VOLUME 823, PAGE 132 AND CONFIRMED IN VOLUME 923, PAGE 34, DEED RECORDS, GALVESTON COUNTY, TEXAS, AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

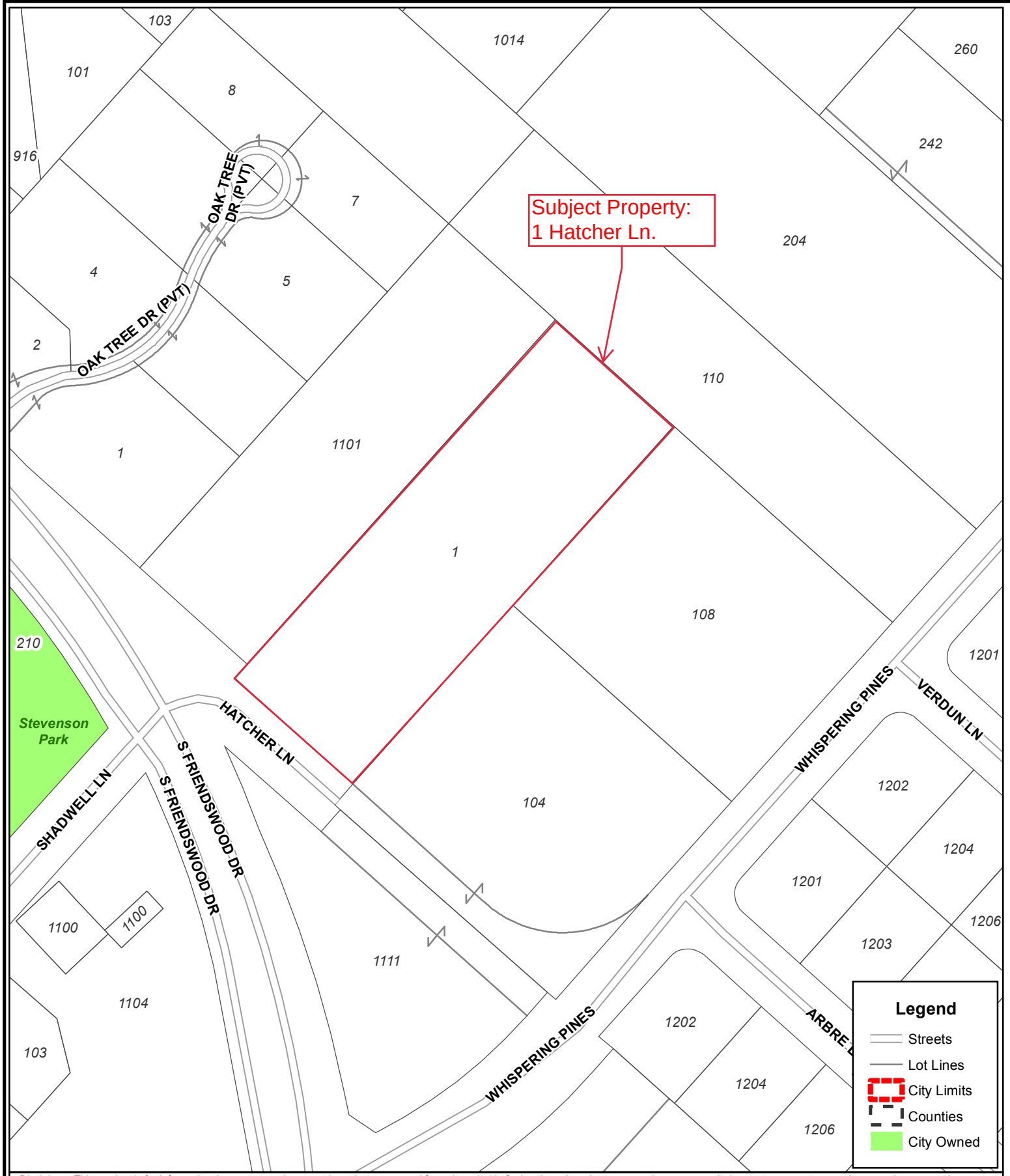
BEGINNING at a 3/8 inch iron rod set on the Southwesterly line of said Lot 4, said point being South 45 deg. 00 min. 00 sec. East, a distance of 495.00 feet from the Westerly corner of said Lot 4;

THENCE from said beginning point North 45 deg. 00 min. 00 sec. East, a distance of 498.00 feet to a 2 inch iron pipe found for corner;

THENCE South 45 deg. 00 min. 00 sec. East and parallel with the Southwesterly line of said Lot 4, a distance of 155.00 feet to a 3/8 inch iron rod set for corner;

THENCE South 45 deg. 00 min. 00 sec. West and parallel with the Northwesterly line of said Lot 4, a distance of 498.00 feet to a point on the Southwesterly line of said Lot 4, from which a fence post bears South, a distance of 0.8 feet;

THENCE North 45 deg. 00 min. 00 sec. West along the Southwest line of said Lot 4, a distance of 165.00 feet to the PLACE OF BEGINNING.



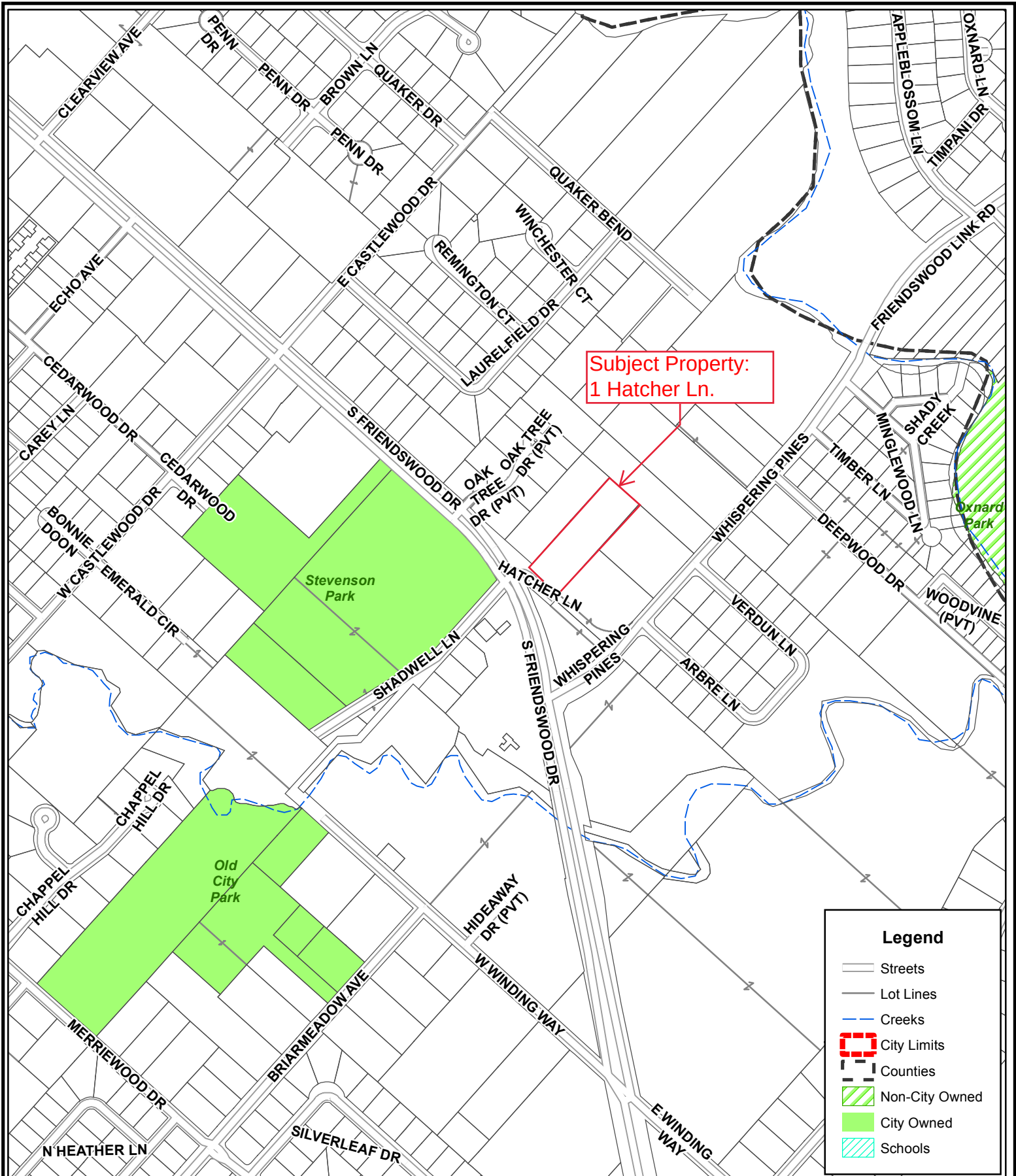
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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" = 130'



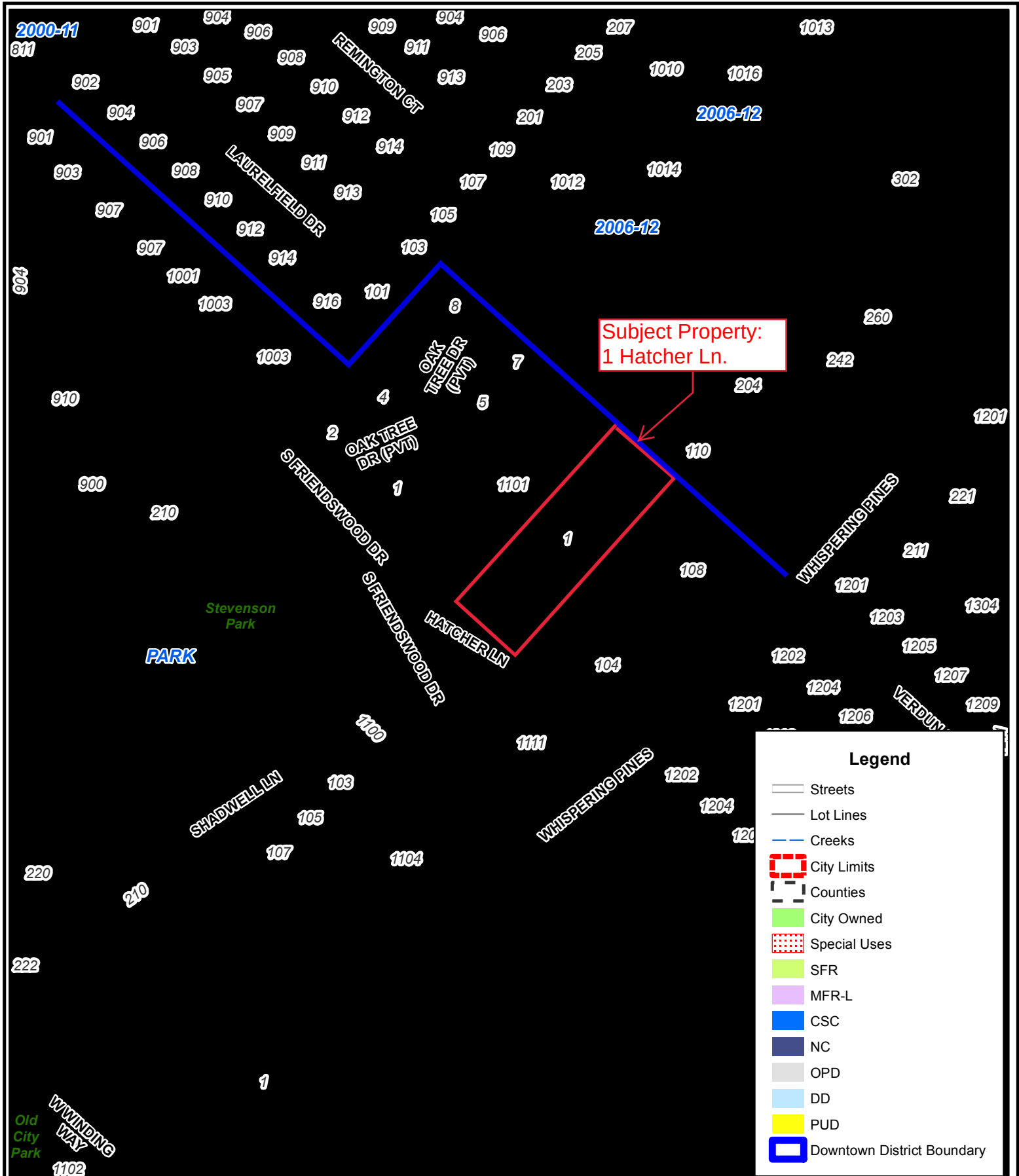
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user 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" = 519'



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

City of Friendswood

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(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 260'

Rezoning Report

February 2019

Request: Change the zoning from Community Shopping Center (CSC) to Downtown District (DD)

Address: 1 Hatcher Ln.

1.8864 acres of land, situated in the Sarah McKissick Survey, Abstract 151, being out of Lot 4, in Block 11, of Friendswood Subdivision, in Galveston County, Texas, City of Friendswood

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

Zoning Ordinance

Section 7. Schedule of District Regulations

*I. **Downtown District (DD)**, general purpose and description. This district is designed to accommodate and promote Friendswood's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the planning and zoning commission.*

- 1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in Section 20, Definitions, Subsection OO, Height. Additional regulations are set forth under Section 7-Q.2. Regulation Matrix.
 - a. No residential use shall be allowed on the first floor.**
- 2. See Section 8 for Supplementary District regulations.*
- 3. Permitted uses. Uses permitted in the DD, Downtown District, are set forth in section 7-P, Permitted Use Table.*
- 4. Buildings in the DD zoning district shall have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are prohibited, except as trim for eaves and overhangs. The Planning and Zoning Commission may approve alternative exterior facade materials.*

Section 8. N. Downtown District

The Downtown District (DD) is intended to create a mixed use environment based on traditional neighborhood and smart growth standards. It is designed for physical flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian friendly environment is established by allowing shared parking and on-street parking, as well as sidewalks and street furnishing.

Existing Use/Site Attributes:

The site has abandoned, sheet metal storage structures in the rear while the front is vacant land as a result of a structure fire in 2014.



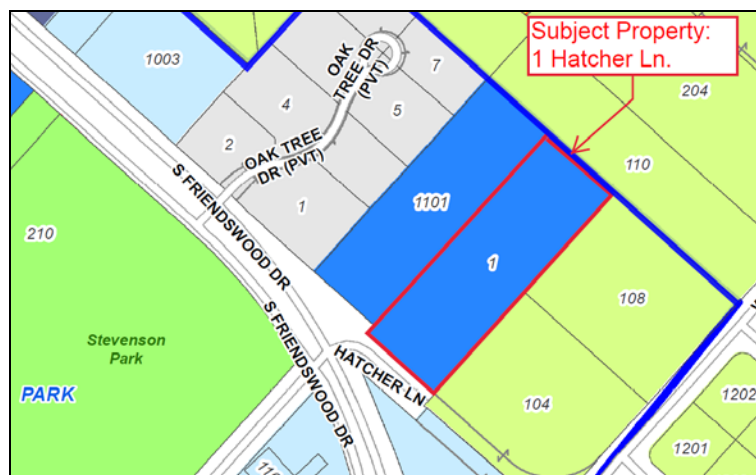
City of Friendswood GIS Aerial Map

Zoning History:

The current zoning of the property is Community Shopping Center (CSC) and has been since 1989 when the zoning district was change from C-1 (Retail Business) District to CSC. This property lies within the Downtown District boundary and therefore is eligible to opt into the DD zoning.

Adjacent Zoning/Land Use:

The property fronts Hatcher Lane. It is bordered by tracts that are zoned Single Family Residential (SFR) and Community Shopping Center (CSC), although 104 Whispering Pines Ave is in the process of changing the SFR zoning to DD.



City of Friendswood Zoning Map

Platting Analysis:

As it is, the subject property is eligible to apply for a Certificate of Platting Exemption since it is less than five (5) acres, has frontage on a public road, and has access to City water and sewer. Any changes in configuration would require the property to be platted.

Planning Analysis:

The property could be developed for retail, professional office, or food service businesses. A full list of allowed uses is located in the Permitted Use Table (Zoning Ordinance Section 7.P.6.).

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property as Mixed Use therefore the application to change the zoning to DD is in conformance with the Future Land Use Map.

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

The property is not within any high risk flood zone areas. Regional detention is available for future development of the property. Credit for previous or existing impervious cover is applicable for this property.

Utilities:

The previous building was connected to city water and sewer. Meter fees will be charged for additional connections or upgrades while impact fees may be eligible to be waived for for-profit businesses (per the NEZ agreement).

Access:

The project has direct access to Hatcher Lane that feeds onto South Friendswood Drive.

Park/Open Space:

Future commercial development will not affect parks and open space.



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: March 4, 2019

Date Submitted: February 21, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone change request from Single Family Residential (SFR) to Planned Unit Development (PUD)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: Joint Public Hearing

Degree of importance: Critical ☐ Significant ☐ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Meta Planning + Design, on behalf of Taylor Morrison Homes and the property owners, is requesting Planned Unit Development (PUD) zoning in order to develop a new 206 home private, gated subdivision consisting of a variety of 60 to 90 foot lots.

The Avalon at Friendswood PUD would be located on a $\pm$ 116 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected by the future Friendswood Lakes Boulevard and lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Boulevard, and the remainder of the tract is currently undeveloped.

The developer will be required to provide on-site detention. Stormwater detention requirements and utility installation will be subject to the City of Friendswood Design Criteria Manual.

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 for Avalon at Friendswood subdivision.

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.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the Joint Public Hearing.

ATTACHMENTS

[Applications](#)

[Deeds](#)

[Metes and Bounds Descriptions](#)

[Aerial Map](#)

[Location Map](#)

[Zoning Map](#)

[Rezoning Report](#)

[Avalon at Friendswood PUD](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-7314201

Owner's Mailing Address: 204 Woodlawn

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

Owner's Email Address: constancebrakebill@gmail.com

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

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

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

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

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

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

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

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

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



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Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 90 Alton Rd. 3001

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

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

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

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

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

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

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

Owner's Signature: Catherine Mahon Date: 1/22/2019

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

Received By: BSummers

Application Number: PLAN-2018-0002

Received Date: 1-28-19

Date of Public Hearing: 3-4-19

Newspaper Notice: 2-11-19

Property Owner Notices: 2-22-19

Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

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Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 13500 Golden Wave Loop

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

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

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

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

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

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

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

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

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

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



Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 241 Rosebud Av

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

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

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

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

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

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

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

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

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

Received By: <u>BSumner</u>	Application Number: <u>PUAD-2018-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-28-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
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City of Friendswood – Community Development

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Friendswood, TX 77546

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Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 10058 CIRCLEVIEW DRIVE

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

Owner's Email Address: melissabenson20@gmail.com

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

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

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

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

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

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

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

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

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



City of Friendswood – Community Development

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Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 614 Lindenwood Dr.

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

Owner's Email Address: dirshweems@comcast.net

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

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

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

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

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

Owner's Signature: Dirsh And Weems, Pres. of Date: 1/16/19

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

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

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



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 7670 Woodway Drive Suite 162

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

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

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

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

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

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

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

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

Agent's Signature: _____ Date: Jan 09 2019

Received By: B. Summers

Date of Public Hearing: 3-4-19

Property Owner Notices: 2-22-19

Application Number: PLAN-2018-0062

Received Date: 1-28-19

Newspaper Notice: 2-11-19

Sign on Property: 2-22-19

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

TRUSTEES' SPECIAL WARRANTY DEED

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

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

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

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

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

FILED AND RECORDED

Instrument Number: 2018062322

Recording Fee: 38.00

Number Of Pages:5

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

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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



2011019071

5 PGS

SPECIAL WARRANTY DEED

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

STATE OF TEXAS X

X KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON X

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

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

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

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

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

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

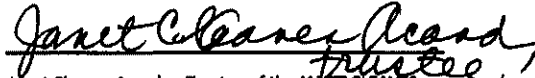
GRANTORS

JANET CLEAVES ACORD

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

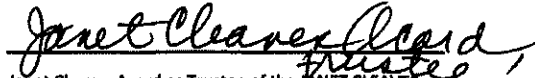
Janet Cleaves Acord

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

A handwritten signature in cursive script that reads "Janet Cleaves Acord" with the word "trustee" written in smaller cursive below the main signature.

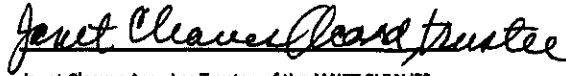
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

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

A handwritten signature in cursive script that reads "Janet Cleaves Acord" with the word "trustee" written in smaller cursive below the main signature.

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

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

A handwritten signature in black ink that reads "Janet Cleaves Acord trustee". The signature is written in a cursive, flowing style.

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

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

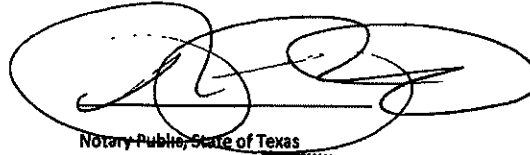
STATE OF TEXAS X

 X

COUNTY OF HARRIS X

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

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



Notary Public, State of Texas

After recording, please return to:

↓ Dinah Weems
614 Uddenwood Drive
Houston, Texas 77024



EXHIBIT "A"

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

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

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

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

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

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

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

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011019071

April 14, 2011 01 27 31 PM

FEE \$32.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS
COUNTY OF Harris

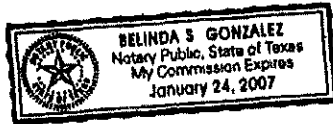
§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

0475309 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

Grantor does hereby convey the Subject Property together with all rights, titles and
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 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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 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

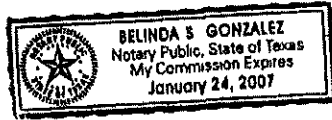
COUNTY OF Meeker

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

Jennifer M. Eiskes

PAID

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

0475688 01
004092-000000

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
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 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if
 any, relating to the Subject Property, but only to the extent they are still in force and effect

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

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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

§
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§

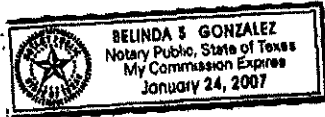
COUNTY OF Quezon

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

0475682 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
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 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
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 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
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By Wilbur R Cleaves Managing Partner

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

THE STATE OF TEXAS
COUNTY OF Mecas

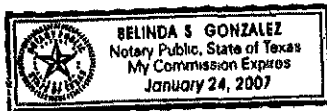
§
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

PAID

0475686 01
004092-000000

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Mary Ann Dalgia

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

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

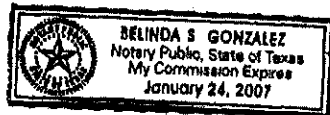
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

PAID

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

0475681.01
004092-000000

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 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

COUNTY OF Harris

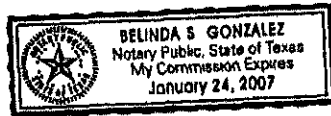
§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

0444582 01
000344-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 3 634% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property").

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

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

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

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

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

GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

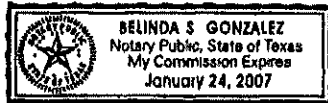
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF Muees §
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

PAID

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

0475311 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
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Current ad valorem taxes on the Subject Property are assumed by the Grantee.

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

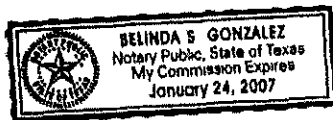
COUNTY OF Wheeler

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

AID

Jennifer M. Elskes

Chamberlain, Hrdlicka, White, Williams & Martin

1200 Smith Street, Suite 1400

Houston, TX 77002

0475493 01
004092-000000

Exhibit "A"

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS IF YOU ARE A NATURAL PERSON,
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 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
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

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

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

THE STATE OF TEXAS

COUNTY OF Harris

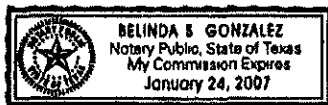
§
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§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



After recording, please return to:

Jennifer M. Elskes

PAID

Chamberlain, Hrdlicka, White, Williams & Martin

1200 Smith Street, Suite 1400

Houston, TX 77002

0475490 01
004092-000000

Exhibit "A"

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

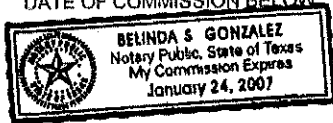
COUNTY OF Harris

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to: *VALE*
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 §

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 YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by VIRGINIA PARRISH CLEAVES (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
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 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

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

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

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

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

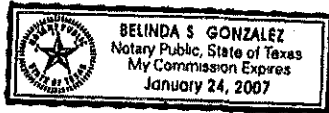
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

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

0475682 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

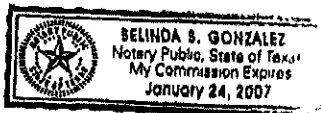
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

333

2

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

Blanca S. Quintal
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



After recording, please return to: **JENNIFER M. ELSKES**
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

Mueces

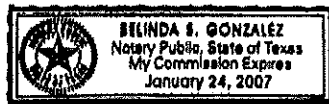
§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

PAID

0475495 01
004092-000000

Exhibit "A"

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

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

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

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Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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 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
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Grantor does hereby convey the Subject Property together with all rights, titles and
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Current ad valorem taxes on the Subject Property are assumed by the Grantee

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

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

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

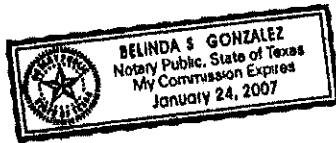
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

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

0475873 01
004092-000000

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

COUNTY OF Harris

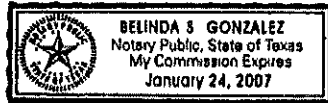
§
§
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BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



After recording, please return to:

PAID

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

0475498 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

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

SPECIAL WARRANTY DEED

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

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

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

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

This Deed is subject to the following terms and provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By

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

By

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

STATE OF TEXAS

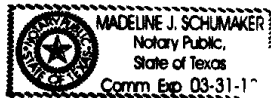
§

COUNTY OF FORT BEND

§

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

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

STATE OF TEXAS

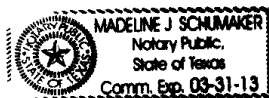
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COUNTY OF FORT BEND

§

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

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

GRANTEE.

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

By _____
Name: Charles Gregory Evans
Title: Manager

STATE OF TEXAS

§

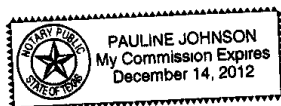
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COUNTY OF GALVESTON

§

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

(Seal and Expiration Date)



Notary Public

RETURN TO

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

LIST OF EXHIBITS

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

EXHIBIT A

Property Description

TRACT "A"

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

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

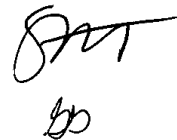
THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded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

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

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

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

Exhibit A - Page 1

Handwritten signature and initials in black ink, located in the bottom right corner of the page.

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

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

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

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

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

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

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

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

Exhibit A - Page 2


HOU 3059373 5



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

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

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

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

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

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

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



TRACT"B"

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

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

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

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

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

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

Exhibit A - Page 4



HOU 3059373 5



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

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

Exhibit A - Page 5



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EXHIBIT B

Permitted Encumbrances

As to Tract A

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

 100-3059373 5



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

As to Tract B

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

As to Tracts A and B

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

Exhibit B - Page 2



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



Exhibit B - Page 3



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

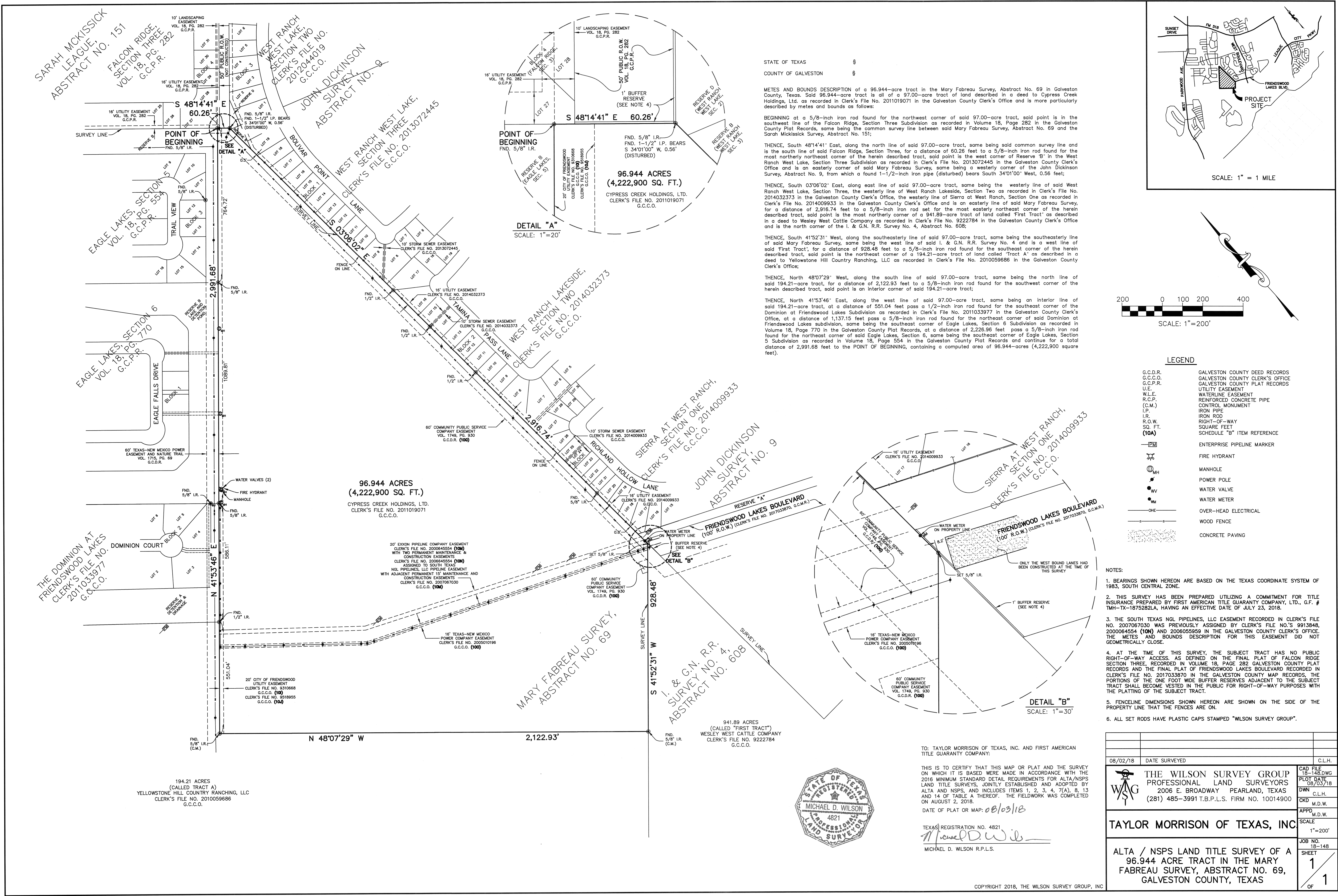
2010059686

December 01, 2010 01 41 12 PM

FEE \$76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS



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 Micklissick Survey, Abstract No. 151;

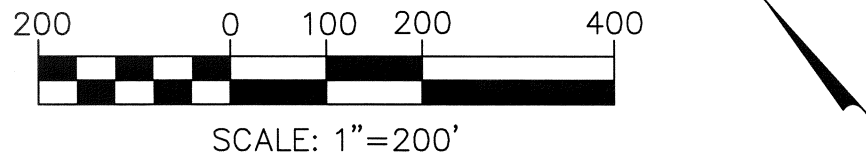
THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said 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 northeast 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 "First Tract" 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 2,228.98 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).



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.L.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
- EPM ENTERPRISE PIPELINE MARKER
- FH FIRE HYDRANT
- MH MANHOLE
- PP POWER POLE
- WV WATER VALVE
- WM WATER METER
- OHE OVER-HEAD ELECTRICAL
- WF WOOD FENCE
- CONCRETE PAVING

- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
 - THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, LTD., G.F. # TMH-TX-1875282A, HAVING AN EFFECTIVE DATE OF JULY 23, 2018.
 - THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 200708701 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO. 9913848, 2000064554 (10A) AND 2006055959 IN THE GALVESTON COUNTY CLERK'S OFFICE. THE METES AND BOUNDS DESCRIPTION FOR THIS EASEMENT DID NOT GEOMETRICALLY CLOSE.
 - 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 PLATING OF THE SUBJECT TRACT.
 - FENCELINE DIMENSIONS SHOWN HEREON ARE SHOWN ON THE SIDE OF THE PROPERTY LINE THAT THE FENCES ARE ON.
 - ALL SET RODS HAVE PLASTIC CAPS STAMPED "WILSON SURVEY GROUP".

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 2, 2018.

DATE OF PLAT OR MAP: 08/03/18

TEXAS REGISTRATION NO. 4821

Michael D. Wilson
MICHAEL D. WILSON R.P.L.S.



08/02/18	DATE SURVEYED		C.L.H.
	THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2008 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.L.S. FIRM NO. 10014900	CAD FILE 18-148.DWG PLOT DATE 08/03/18 DWN C.L.H. CKD M.D.W.	APPD M.D.W.
TAYLOR MORRISON OF TEXAS, INC		SCALE 1"=200'	
ALTA / NSPS LAND TITLE SURVEY OF A 96.944 ACRE TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS		JOB NO. 18-148 SHEET 1 OF 1	

Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

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

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

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

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

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

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

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

Note:

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

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

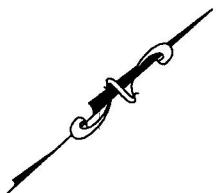

Michael D. Wilson, R.P.L.S.

Registration No. 4821

08/03/18



0 100 200
SCALE: 1"=200'



97.00 ACRES
CYPRESS CREEK HOLDINGS, LTD.
CLERK'S FILE NO. 2011019071
G.C.C.O.

SIERRA AT WEST RANCH,
SECTION ONE
CLERK'S FILE NO. 2014009933
NO. G.C.C.O.

60' COMMUNITY PUBLIC SERVICE
COMPANY EASEMENT
VOL. 1749, PG. 930
G.C.D.R.

16' UTILITY EASEMENT
CLERK'S FILE NO. 2014009933
G.C.C.O.

PROPOSED
FRIENDS
WILKES
BOULEVARD

THE DOMINION AT
FRIENDSWOOD LAKES
CLERK'S FILE NO. 2011033977
G.C.C.O.

20' SOUTH TEXAS NGL PIPELINES, LLC
PIPELINE EASEMENT WITH ADJACENT
PERMANENT 15' MAINTENANCE AND
CONSTRUCTION EASEMENTS
CLERK'S FILE NO. 2007067030
G.C.C.O.

16' TEXAS-NEW MEXICO
POWER COMPANY EASEMENT
CLERK'S FILE NO. 2005010196
G.C.C.O.

60' COMMUNITY
PUBLIC SERVICE
COMPANY EASEMENT
VOL. 1749, PG. 930
G.C.D.R.

LOT 5
LOT 4
LOT 3
BLOCK 2
RESERVE A
DEFENTION &
DRAINAGE

$\Delta = 04^{\circ}28'33''$
 $R = 2,125.00'$
 $L = 166.00'$
 $CH = S 51^{\circ}35'52'' E, 165.96'$

$\Delta = 87^{\circ}20'39''$
 $R = 100.00'$
 $L = 152.44'$
 $CH = S 10^{\circ}09'50'' E, 138.11'$

$\Delta = 08^{\circ}22'22''$
 $R = 2,500.00'$
 $L = 365.33'$
 $CH = S 38^{\circ}12'08'' W, 365.01'$

MARY FABREAU SURVEY
ABSTRACT NO. 69

941.89 ACRES
(CALLED "FIRST TRACT")
WESLEY WEST CATTLE COMPANY
CLERK'S FILE NO. 92222784
G.C.C.O.

SOUTHERLY
CORNER
OF 97.00 ACRES

N 48°07'29" W

1,192.92'

S 41°52'31" W

848.64'

I. & G.N. R.R.
SURVEY NO. 4,
ABSTRACT NO. 608

POINT OF
BEGINNING
WESTERLY CORNER
OF 97.00 ACRES

SALE TRACT
9.170 ACRES
(399,438 SQ. FT.)

20' CITY OF FRIENDSWOOD
UTILITY EASEMENT
CLERK'S FILE NO. 9310668
G.C.C.O.
CLERK'S FILE NO. 9518955
G.C.C.O.

N 48°07'29" W

930.00'

N 41°53'46" E 425.53'

N 41°53'46" E 586.11'

194.21 ACRES
(CALLED TRACT A)
YELLOWSTONE HILL
COUNTRY RANCHING, LLC
CLERK'S FILE NO. 2010059686
G.C.C.O.

NOTES:

1. A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONNECTION WITH THIS EXHIBIT MAP.
2. THIS TRACT WAS CALCULATED USING INFORMATION SCALED FROM A SCHEMATIC DEVELOPMENT PLAN FOR "AVALON AT FRIENDSWOOD" PROVIDED BY TAYLOR MORRISON.
3. THIS TRACT HAS NOT BEEN SURVEYED ON THE GROUND AND THE PROPERTY CORNERS HAVE NOT BEEN SET.

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DWN: C.L.H.	CAD FILE: 18-148(EXHIBIT-9 A0).dwg	SCALE: 1"=200'	JOB # 18-148
THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS T.B.P.L.S. FIRM NO. 10014900			
ORIGINAL PLOT DATE: 01/18/19			SHEET 1 OF 1

TAYLOR MORRISON OF TEXAS, INC.

SAVE AND EXCEPT

Taylor Morrison of Texas, Inc.
9.170 Acres
Sale Tract

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 9.170-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 9.170-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at the westerly corner of said 97.00-acre tract, said point is an interior corner of a 194.21-acre tract of land (called Tract "A") described in a deed to Yellowstone Hill Country Ranching, LLCC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the northwesterly line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract for a distance of 425.53 feet to the northerly corner of the herein described tract;

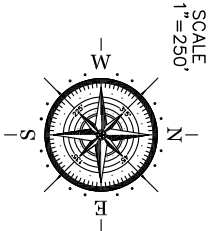
THENCE, South 49°21'36" East, 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard (based on a width of 100-feet) and along the northeasterly line of the herein described tract for a distance of 632.07 feet to the point of curvature of a curve to the left;

THENCE, continuing 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard, same being the northeasterly line of the herein described tract, and with said curve to the left, having a radius of 2,125.00 feet, a central angle of 04°28'33", (chord bears South 51°35'52" East, 165.96 feet), for an arc distance of 166.00 feet to a point of reverse curvature;

THENCE, continuing along the northeasterly line of the herein described tract, and with said curve, having a radius of 100.00 feet, a central angle of 87°20'39", (chord bears South 10°09'50" East, 138.11 feet), for an arc distance of 152.44 feet to the point of curvature of a curve to the right;

THENCE, along the southeasterly line of the herein described tract and with said curve to the right having a radius of 2,500.00 feet, a central angle of 08°22'22", (chord bears South 38°12'08" West, 365.01 feet), for an arc distance of 365.33 feet to a point in the southwesterly line of the aforementioned 97.00-acre tract, same being the northeasterly line of the aforementioned 194.21-acre tract;

THENCE, North $48^{\circ}07'29''$ West, along the southwesterly line of said 97.00-acre tract, same being the northeasterly line of said 194.21-acre tract, for a distance of 930.00 feet to the POINT OF BEGINNING, containing a computed area of 9.170-acres (399,438 square feet).

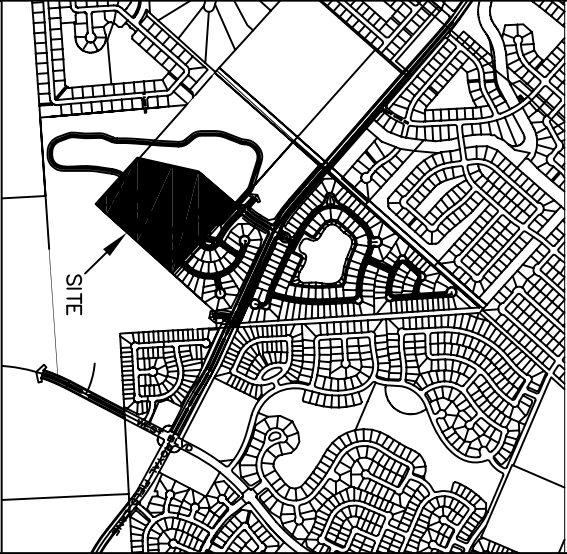


RESIDUE 194.21 ACRE TRACT "A"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

26.92 ACRE TRACT "B"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

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

WESLEY WEST CATTLE CO
I & GN RR SURVEY A-608
CALLED 456.02 ACRES
F.C.#007-99-1074



LEGAL DESCRIPTION
A TRACT OF LAND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 28.2240 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS ATTACHED.

AVALON AT FRIENDSWOOD

DATE 01/10/2019

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#PST1901108

PRO-SURV

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FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113
CONTACT: TIM LESAK, RPLS

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METES AND BOUNDS DESCRIPTION 28.2240 ACRE (1,229,438 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 HARRIS COUNTY, TEXAS

A TRACT OF LAND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS SAID 28.2240 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 194.21 ACRE TRACT, BEING IN THE NORTHERLY LINE OF A TRACT AS CONVEYED TO WEST CATTLE COMPANY IN FILM CODE NUMBER 007-99-1074 AND BEING THE SOUTH CORNER OF A TRACT AS CONVEYED TO CONSTANCE CLEAVES BRAKEBILL IN CLERK'S FILE NUMBER 2018062322;

THENCE SOUTH 43°42'42" WEST, ALONG SAID NORTH LINE OF SAID WEST CATTLE COMPANY TRACT AND SOUTH LINE OF SAID 194.21 ACRE TRACT, A DISTANCE OF 1,220.64 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46°17'30" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID WEST CATTLE COMPANY TRACT AND 194.21 ACRE TRACT, A DISTANCE OF 194.41 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID WEST CATTLE COMPANY TRACT AND BEING THE EAST CORNER OF A CALLED 26.92 ACRE TRACT DESCRIBED AS TRACT "B" IN SAID DEED TO YELLOWSTONE HILL COUNTRY RANCHING LLC;

THENCE NORTH 46°17'25" WEST, ALONG THE EASTERN LINE OF SAID 26.92 ACRE TRACT, A DISTANCE OF 540.94 FEET TO A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT LYING WITHIN A LAKE/DETENTION RESERVE;

THENCE NORTH 14°10'00" EAST, CROSSING SAID 194.21 ACRE TRACT WITHIN SAID 38.99 ACRE LAKE/DETENTION RESERVE, A DISTANCE OF 741.25 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 42°33'31" EAST, A DISTANCE OF 576.23 FEET TO A POINT IN THE NORTHEAST PROPERTY LINE OF SAID 194.21 ACRE TRACT, ALSO BEING THE SOUTHWEST PROPERTY LINE OF SAID BRAKEBILL TRACT;

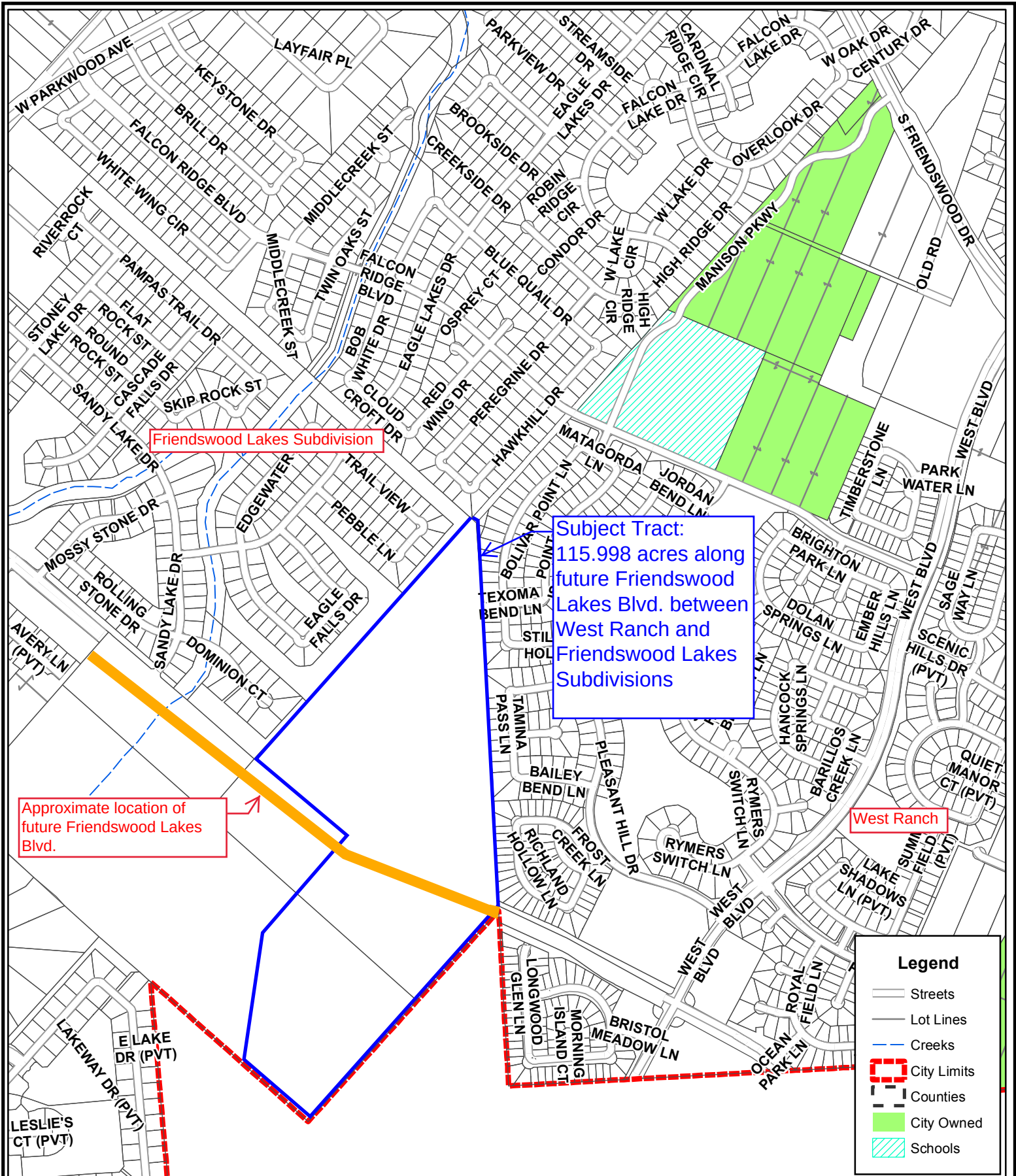
THENCE SOUTH 46°16'21" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1,112.46 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET), MORE OR LESS, WITH APPROXIMATELY 15.2360 ACRES BEING SUBMERGED WITHIN SAID LAKE/DETENTION RESERVE.

AREA IN LAKE IS APPROXIMATED AND DERIVED FROM AN ON THE GROUND SURVEY PERFORMED FEB. 2, 2015.

DIMENSIONS LISTED HEREON ARE DERIVED FROM A PROPERTY EXHIBIT PROVIDED BY DEVELOPER.

SEE PROJECT # PS1901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC,
P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,





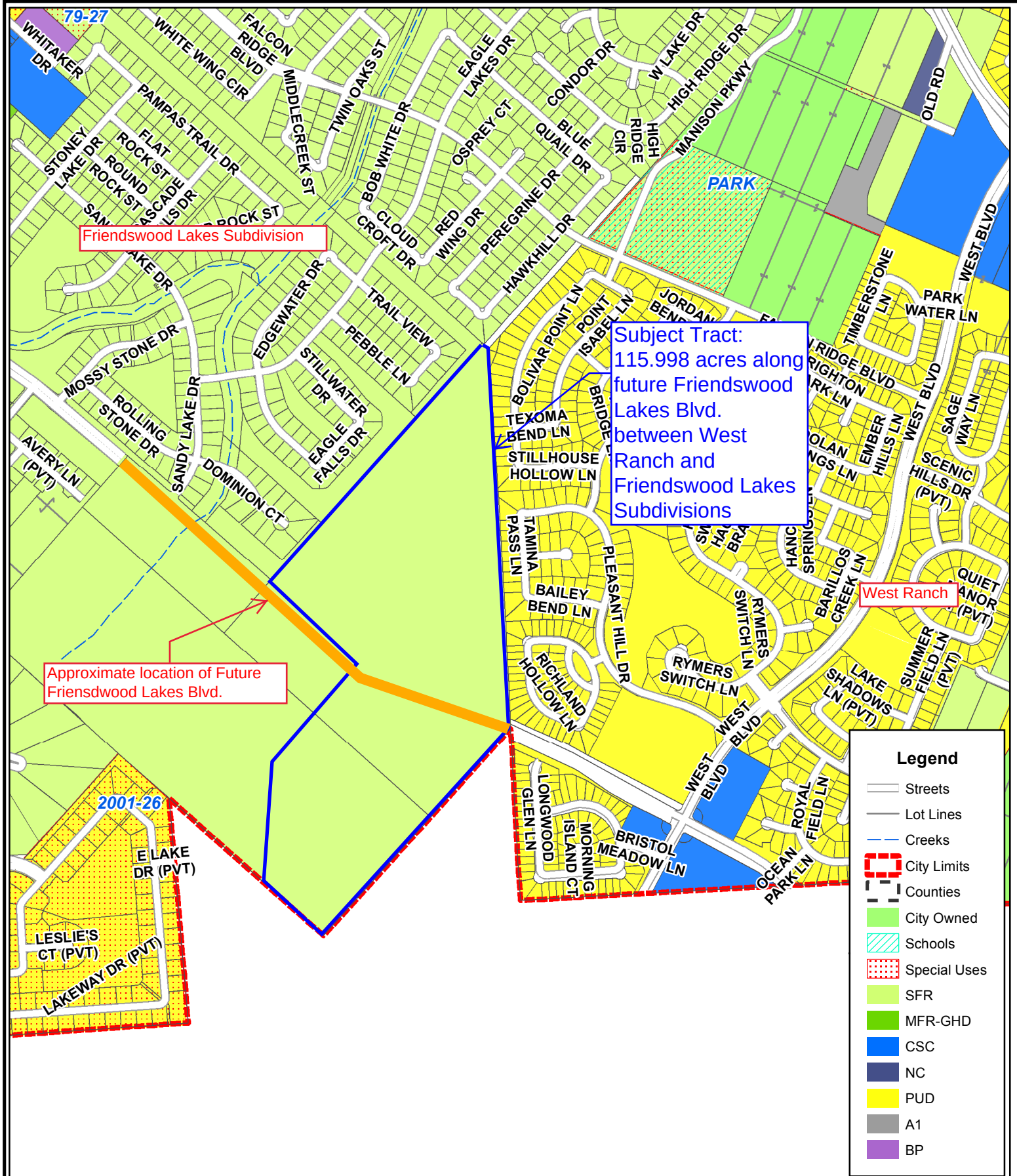
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City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'



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



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Friendswood GIS Mapping



1" = 968'

Rezoning Report

February 2019

Project: Avalon at Friendswood (206 lot subdivision)

Address: 115.998 acres along Friendswood Lakes Blvd. between West Ranch and Friendswood Lakes Subdivisions

Legal: 115.998 acres consisting of the following tracts:

87.774 acres, more or less, being a portion of a called 96.944 acres tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Friendswood, Texas, save and except a 9.170 acre portion of the same tract; and

28.2240 acres of land, more or less, being a portion of a called 194.21 acre tract described as Tract "A" as conveyed to Yellowstone Hill Country Ranching, LLC, Galveston County, Friendswood, Texas

Request: Change the zoning from Single Family Residential (SFR) to Planned Unit Development (PUD)

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

Zoning Ordinance

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

(1) General.

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

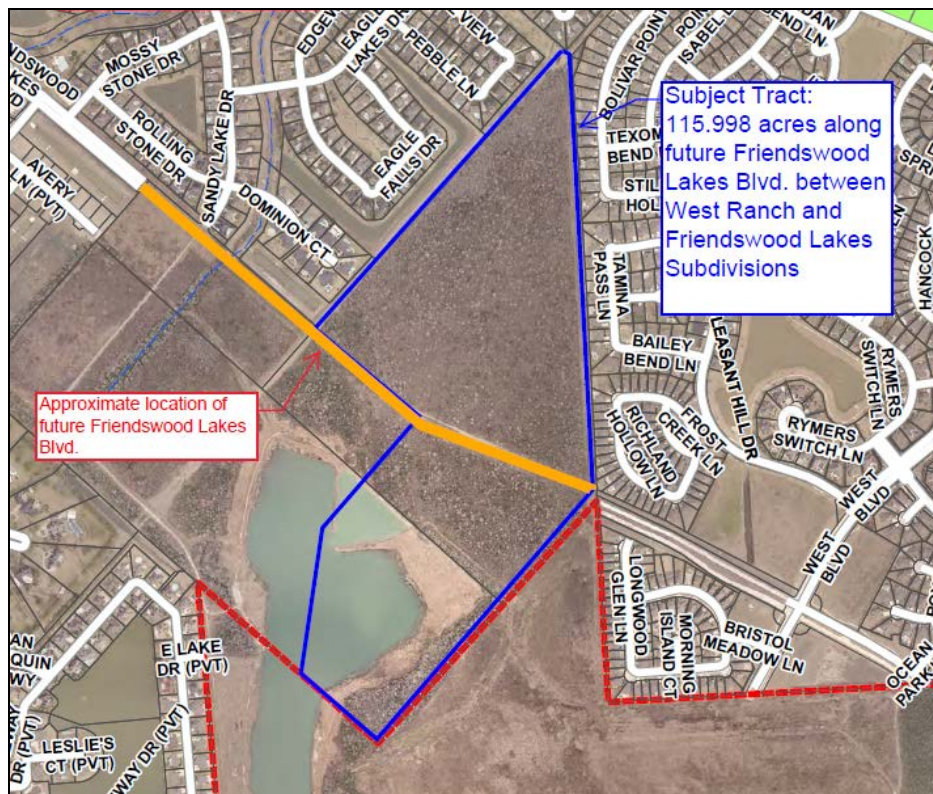
(b) In no case shall a PUD be used for the sole purpose of circumventing the intent of city ordinances or plans. Unless standards for elements of site design are specifically described in a rezoning ordinance for a PUD, all design and development standards shall apply to all land development within a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

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

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

Existing Use/Site Attributes:

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



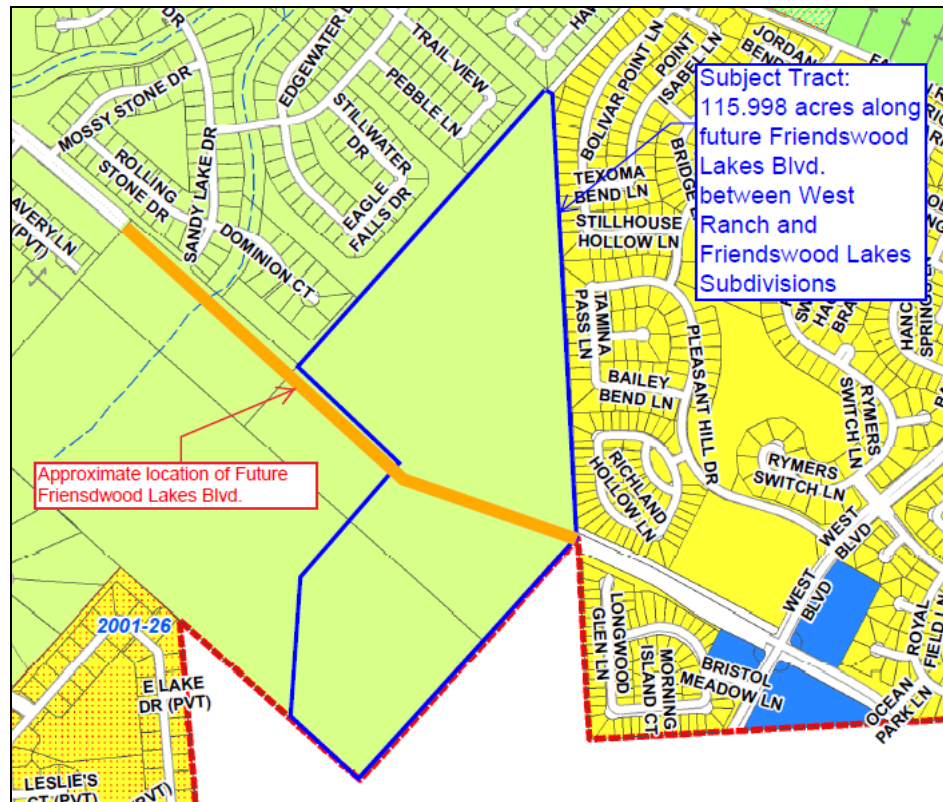
City of Friendswood GIS Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential (SFR).

Adjacent Zoning/Land Use:

The property is bordered by tracts that are zoned Single Family Residential (SFR), Planned Unit Development (PUD), and the City of League City.



City of Friendswood Zoning Map

Platting Analysis:

The subject property will be required to plat and dedicate 100 feet of right-of-way for Friendswood Lakes Boulevard. Avalon at Friendswood plats will not be recorded until Friendswood Lakes Boulevard is substantially complete and meets the access requirements for Avalon at Friendswood subdivision. Applicant will be required to submit all plats to Galveston County Consolidated Drainage District (GCCDD).

Planning Analysis:

With the current zoning, the property is zoned single family residential 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.

Notices of the Joint Public hearing were published in the newspaper, a sign was posted on the property and 98 property owner notices were mailed to property owners within 200 feet of the subject property.

Comprehensive Planning Analysis:

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

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

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

Utilities:

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

Access:

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

Park/Open Space:

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

AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT
±115.998 Acres

Prepared For:
Taylor Morrison

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

TABLE OF CONTENTS

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

I. INTRODUCTION

Purpose

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

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a $\pm$ 116 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

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

II. PROJECT DESCRIPTION

Character of Community

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

Land Use

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

Permitted Uses

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

III. DEVELOPMENT GUIDELINES

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

Residential Development Regulations

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

1) Lot Regulations - 1.

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

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

2) Lake Lots

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

3) Cul de Sacs and knuckles

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

4) Points of Access

1. Any development over seventy five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
- 6) Lake/Detention Maintenance
 1. A private maintenance agreement between the HOA for Avalon at Friendswood and the adjacent property owner and/or future HOA will be provided at the time of final plat recordation of any sections utilizing the lake for detention

Signage

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

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

Amenities

Lakes and Open space areas account for approximately 31% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 27.0
Easements	+/- 4.9
Landscape/Open Space	+/- 4.3
TOTAL	+/- 36.2

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

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

Phasing and Development

The development is intended to be constructed in 3 phases. The initial phase will consist of approximately 100 to 120 lots and will be located within the eastern half of the property north of Friendswood Lakes Blvd as well as the portion of development along the lake on the south side of Friendswood Lakes Blvd. Phase two will include the remainder of the land on the north side of Friendswood Lakes Blvd for a total of approximately 40 to 50 lots. The final phase will include the remainder of the property on the south side of Friendswood Lakes Blvd, approximately 40 to 50 lots. It is proposed that there will be approximately 200-210 total lots within the 3 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan

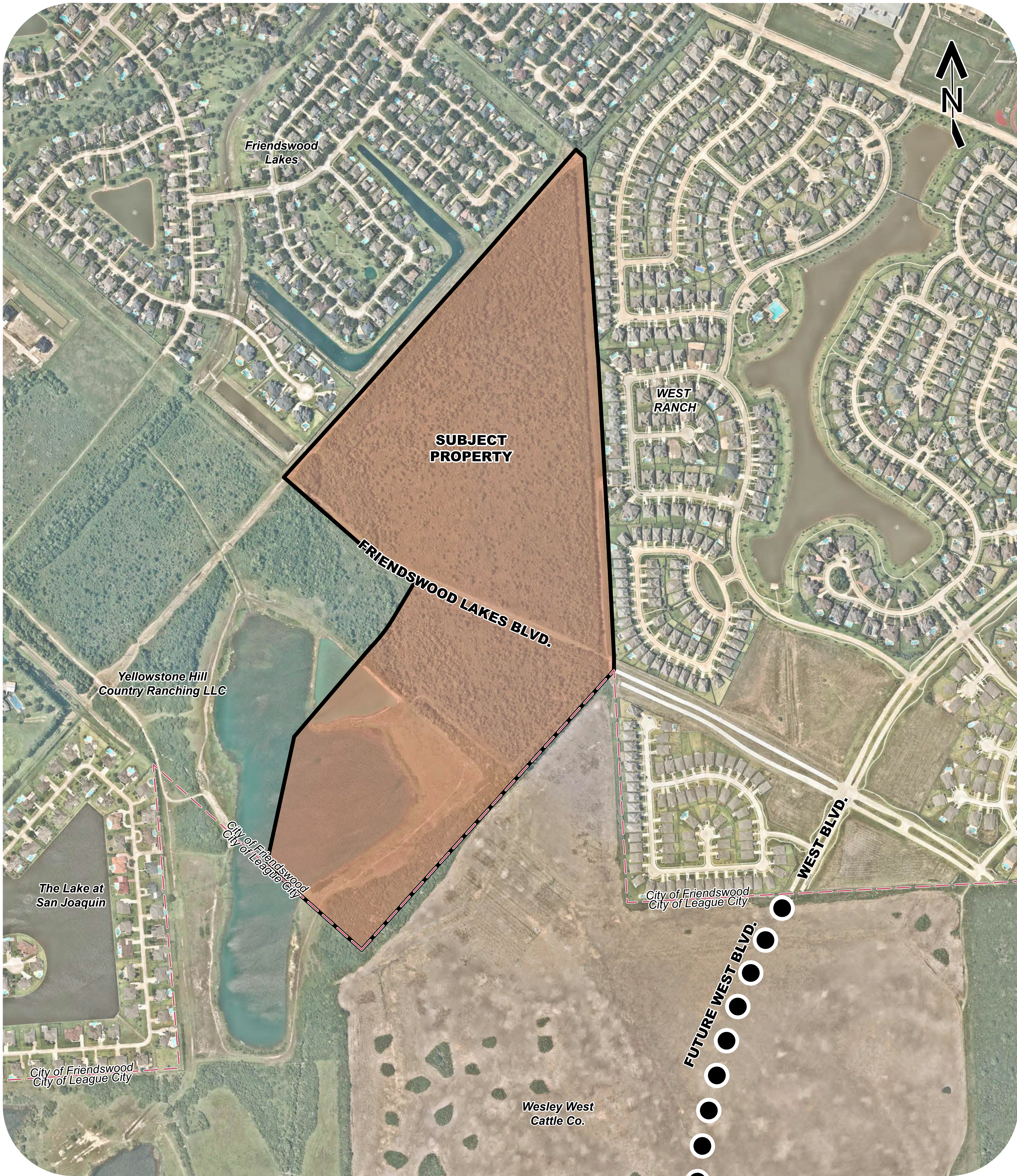


EXHIBIT
A

an area map for
**AVALON
AT FRIENDSWOOD**
± 114.0 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
DECEMBER 17, 2018

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LOT SUMMARY

60'x130'	44 LOTS	22%
70'x130'	118 LOTS	57%
80'x130'	29 LOTS	14%
90'x130'	15 LOTS	7%

TOTAL 206 LOTS

EXHIBIT B

a schematic development plan for
AVALON
AT FRIENDSWOOD
±114.0 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
JANUARY 24, 2019

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Friendswood Animal Control

2018 ANNUAL REPORT

A year-in-review of Friendswood Animal Control operations and activities in 2018.

Friendswood Animal Control

2018 ANNUAL REPORT

Introduction

The purpose of this report is to provide information about the functions and efforts of Friendswood Animal Control. It is our intention to serve the citizens of this community in the most professional, effective and efficient manner possible. All Animal Control Officers receive State certification in this profession. Experience and training are the key elements in maintaining a professional service at Friendswood Animal Control.

Advisory Committee

The Animal Control Advisory Committee was formed by City Council in March of 2010. State law requires that the advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. The advisory committee must meet at least three times a year. The primary function of the committee is to advise Animal Control in compliance with City ordinances and State laws and to make recommendations for improvements on programs and services to better serve the community. The committee met three times during calendar year 2018 to update members on facility operations and seek input regarding same.

Committee members:

Chairman-Dr. Donald C. Stran, DPM

Vice-Chairman- Dr. Donna Coleman, DVM

Secretary-Robert Lee, Animal Control Supervisor

Member-Margaret Pickell, Wildlife Rehabilitator

Member-Amy Castro, Shelter Volunteer Coordinator

Member-Lt. Matt Wise, Animal Control Director

Impoundments

When it comes to animals located stray and impounded, every effort is made to return the animal to the original owner. If this is not possible, the facility attempts to adopt out the animal to a “forever” home or transfer it to a Humane Rescue Organization. The last resort is to euthanize an animal, and at times this cannot be avoided if the temperament of the animal makes it unsuitable for adoption. We encourage everyone to come to the facility whether just to look around or volunteer. We encourage the public to promote the facility so these animals suitable for adoption get as much exposure as possible to give them an opportunity to go to a home.

Animal Intake

In 2018, 525 cats and dogs were impounded at Friendswood Animal Control – 250 cats and 275 dogs. This is a 6% decrease in the number of animals entering the facility compared to 559 in 2017. Friendswood Animal Control experienced a 13% decrease in the number of animals entering the facility in 2017. This makes for a two year decrease of 19%. While the intake and care of cats and dogs is important, the work that is done with other types of animals and wildlife is also important. In 2018, 21 other animals and wildlife were brought to the facility and there were 409 wildlife releases.

Animals Returned to Owners / Microchip Voucher Program

Many of the domestic animals handled by Friendswood Animal Control are returned to their owners from the facility and in the field. In 2015, Animal Control purchased microchip readers for each of the Animal Control trucks. In 2019, these readers were replaced with updated equipment. This equipment purchase has facilitated the return of animals to their owners. A total of 55 animals were returned to their owners in the field. In 2018, 144 dogs and 12 cats were returned to their owners from the facility.

Friendswood Animal Control and Friendswood Animal Clinic jointly sponsor a microchip voucher program to facilitate the micro chipping of pets reclaimed from Friendswood Animal Control. Each owner who reclaims their lost pet from Friendswood Animal Control has 30 days to use the microchip voucher. Once a pet receives its microchip, the voucher form is sent back to Friendswood Animal Control from the vet and the pet’s microchip is registered.

Adoptions

Friendswood Animal Control is open for adoptions six days a week. Staff and volunteers work hard to find adoptive homes or arrange transfer to other animal facilities and rescue groups giving these animals a better chance at adoption. Animals available for adoption are advertised on City of Friendswood social media and the adoption website, Petfinder.com. In 2018, 112 dogs and 153 cats were adopted to new homes.

Field Operations

The Friendswood Animal Control facility is open six days a week to serve the community. Calls are generally addressed in the order in which they are received, unless the caller indicates that the animal is aggressive, in which case the call is handled on a priority basis. Animal Control Officers are on call after normal business hours and respond to animal calls requiring immediate action.

Animal control officers handle requests for service including stray dog, injured animals, police requests for assistance and animal bite reports. Animal control officers responded to 1,500 calls for service in 2018. Animal Control responded to 1,502 calls for service in 2017.

Friendswood Animal Control officers investigated 29 animal bite cases in 2018. Data from bite cases must be available to the Texas Department of Health Services.

Animal Control Data

This report provides the second full year of animal control data collection using the Animal Services module in the ONESolution Records Management System (RMS). It allows the public safety agency to collect and access critical information gathered during the course of business. Records management software provides analytical resources for administrative, field and investigative staff. Since its September 2015 inception date, this software has increased efficiency, making critical information and data accessible. This powerful technology keeps accurate information archived, field work documented and personnel activity monitored.

The Animal Control unit reconciles its data on a monthly basis, improving accountability, increasing accuracy, quicker access to computerized data, and an ability to provide for real-time facility census.



Summary of Actions

6 Preliminary Plats; 0 Extensions
8 Final Plats/Replats; 0 Extensions
7 Commercial Site Plans; 4 Amendments/Extensions
0 Vacating Plats
5 Zone Change recommendations
3 - Vacate ROW/Easement recommendations
(Detailed spreadsheet attached)

Accomplished:

- Welcomed 2 new commissioners, out of 7
- 3 Commissioners and 2 staff members attended the American Planning Association (APA) Texas Chapter Conference in Galveston, Texas
- Conducted annual review of the Permitted Use Table and the NAICS codes
 - o Updated referenced version of NAICS in Zoning Ordinance and PUT
 - o Added uses #425 and #447190
- Discussed several topics and provided recommendations to Council
 - o Major Thoroughfare Plan update – positive recommendation
 - o Stairs on Elevated Homes ordinance – positive recommendation
 - o Study for Land Use Assumptions, Capital Improvements Plan, and Impact Fees update – positive recommendation
- Formed a Downtown District subcommittee to review design criteria for new and re-development in the downtown area
- Held a Retreat to establish and prioritize goals for the Commission

Ongoing projects/To Do List:

- Review/update Zoning Ordinance, Subdivision Ordinance, and Design Criteria Manual to improve City's ranking in the Scenic City Program (recertification due March 2019)
- Review/update Official Zoning Map (last adopted 2015); Subcommittee reviewed – on hold
- Future Land Use Map (last adopted 2008) – Subcommittee reviewed – on hold
- Zoning Ordinance and Subdivision Ordinance updates – in progress

2018 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
1/8/2018	Preliminary Plat	Wilderness Estates	Approved	7/8/2018	n/a
1/8/2018	Final Plat	Mills Estates	Approved	1/8/2019	n/a
1/8/2018	Vacate Easement	10 Steven Luke Ln - vacate drainage easement	Positive Recommendation	n/a	JPH 1-8-18 1st Reading 1-8-18 2nd Reading 2-5-18 Ord 2018-03
1/18/2018	Final Plat	Wilderness Estates	Approved	1/18/2019	n/a
2/15/2018	Final Plat	Arbor Gate at West Ranch Pond Reserve	Approved	2/15/2019	n/a
2/15/2018	Recommendation	Major Thoroughfare Plan update	Positive Recommendation	na	City Council 3-5-18 Resolution 2018-05
3/5/2018	Zone Change	Assisted Living Facility (CSC to CSC/SUP); Fountains at Friendswood Reserves F & G	Tabled 2/5/2018 Positive Rec 3/15/2018	n/a	JPH 2-5-2018 1st Reading 4-2-2018 2nd Reading 5-7-2018 Ord 2018-08
3/5/2018	Commercial Site Plan	Tannos Plaza 6 - 505 S. Friendswood Dr.	Approved	3/5/2019	n/a
4/19/2018	Final Plat	Friendswood Trails Sections 1, 2, and Commercial	Approved	4/19/2019	n/a
4/19/2018	Commercial Site Plan Extension	Garage Ultimate (Benzi Garage Condominiums) 4650 FM 2351	Approved	10/19/2019	n/a
6/4/2018	Recommendation	Zoning Ordinance Section 7.P.5. NAICS codes to change from 1997 to "current"	Positive Recommendation	n/a	JPH 6-4-2018 1st Reading 6-4-2018 2nd Reading 7-2-2018 Ord 2018-15
6/4/2018	Recommendation	Zoning Ordinance Section 7.P.6. Permitted Use Table to reference 2017 NAICS code; add uses #425 and #447190	Positive Recommendation	n/a	JPH 6-4-2018 1st Reading 6-4-2018 2nd Reading 7-2-2018 Ord 2018-15
6/4/2018	Recommendation	Zoning Ordinance Section 7.Q.3. Area and Height exceptions, to allow stairs of an elevated house to encroach the front build line in certain situations	Positive Recommendation	n/a	JPH 6-4-2018 1st Reading 6-4-2018 2nd Reading 7-2-2018 Ord 2018-16
6/4/2018	Zone Change	213 E. Heritage Dr. (SFR, MFR-L, and MFR-LSUP to PUD) Friendswood Health Care Center	Positive Recommendation	n/a	JPH 6-4-2018 1st Reading - denied
6/21/2018	Final Plat - revision	Arbor Gate at West Ranch Pond Reserve	Approved	6/21/2019	n/a
6/21/2018	Commercial Site Plan	Ranch Express - 2210 S. Friendswood Drive	Approved	6/21/2019	n/a

2018 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
8/6/2018	Zone Change	315 S Friendswood Dr (LI to DD)	Positive Recommendation	n/a	JPH 8-6-2018 1st Reading 8-6-2018 2nd Reading 9-10-2018 Ord 2018-21
8/6/2018	Zone Change	4203 Friendswood Link Rd (NC to NC/SUP)	Positive Recommendation	n/a	JPH 8-6-2018 1st Reading 8-6-2018 2nd Reading 9-10-2018 Ord 2018-22
8/16/2018	Commercial Site Plan	Friendswood Dermatology - 6 Oak Tree Dr	Approved	8/16/2019	n/a
8/16/2018	Commercial Site Plan	Grease Monkey - 2205 W Parkwood Ave	Approved	8/16/2019	n/a
8/16/2018	Commercial Site Plan	Virgata Commons - 1765 & 1769 S Friendswood Dr	Approved	8/16/2019	n/a
8/16/2018	Commercial Site Plan Amendment	Tires By Design - 3516 FM 528	Approved	n/a	n/a
8/16/2018	Preliminary Plat	Sterling Creek Section 3-B	Approved	2/16/2019	n/a
9/10/2018	Replat	Howard Subdivision Partial Replat No 2	Approved	9/10/2019	n/a
9/10/2018	Replat	Forest Creek Reserve A2 Replat	Approved	9/10/2019	n/a
9/10/2018	Conceptual Plan	Georgetown Subdivision	No action.	n/a	n/a
9/20/2018	Final Plat	Flying Leaf Estates	Approved	9/20/2019	n/a
9/20/2018	Commercial Site Plan	Shadowbend Office Park - 103 & 105 E. Shadowbend	Approved	9/20/2019	n/a
10/4/2018	Preliminary Plat	Georgetown Section 1	Approved	4/4/2019	n/a
10/4/2018	Preliminary Plat	Georgetown Section 2	Approved	4/4/2019	n/a
10/4/2018	Preliminary Plat	Georgetown Blvd Phase 2	Approved	4/4/2019	n/a
11/5/2018	Commercial Site Plan Amendment	Bancorp ATM - 699 S. Friendswood Dr.	Approved	11/5/2019	n/a
11/5/2018	Zone Change	3099 W. Parkwood Ave - PSC Shooting Club (LI to LI/SUP)	Positive Recommendation		JPH 11-5-2018 1st Reading 11-5-2018 2nd Reading Ord
11/5/2018	Vacate Easement	1501 W. Parkwood Ave - (3) waterline easements	Positive Recommendation		JPH 11-5-2018 1st Reading 11-5-2018 2nd Reading Ord

2018 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
11/5/2018	Vacate ROW	Blackhawk Blvd 40' ROW at the Benzi Development Garage Condominium property	Positive Recommendation		JPH 11-5-2018 1st Reading 11-5-2018 2nd Reading Ord
11/15/2018	Recommendation	2018 Update Study for Land Use Assumptions, Capital Improvements Plan, and Impact Fees	Positive Recommendation	n/a	
11/15/2018	Preliminary Plat	Clear Creek Community Church	Approved	5/15/2019	n/a
12/6/2018	Commercial Site Plan	Parkwood District Shopping Center	Approved	12/6/2019	n/a
12/6/2018	Commercial Site Plan Amendment	107 W. Heritage Dr.	Approved	12/6/2019	n/a

Totals:

Commercial Site Plans - 7

Commercial Site Plan Amendments & Extensions - 4

Preliminary Plats - 6

Preliminary Plat Extensions -

Final Plats/Replats - 8

Final Plat Extensions -

Vacating Plat -

* SUP extension & Personal Care Facility not counted



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed 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: March 4, 2019

Date Submitted: February 27, 2019

Dept. Clearances: Melinda Welsh

Prepared by: Susan Ballard/Mayor Foreman

Subject: Appointments to Keep Friendswood Beautiful Committee

Originating Department: M & C

Proceeding: Discussion and Possible Action

(I.E. Special Session, Discussion and Possible Action (contracts, agreements, appointments, directives), Resolution, Ordinance, Communication from Mayor/Council, Consent Agenda)

Degree of importance: Critical ☐ Significant ☒ Elective ☐

SUMMARY / ORIGINATING CAUSE

Mayor Foreman endorses the following appointments as recommended by:

Council Liaison Sally Branson: **Keep Friendswood Beautiful Committee** – Appoint Justin Estopinal to replace Frank Garza who resigned with a term expiring November 2021; appoint Brent Bell to replace Chiquita Taylor who resigned with a term expiring November 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Mayor Foreman recommends Council consider approving the appointments to the above committee.

ASSOCIATED COSTS / FUNDING SOURCE

N/A

ATTACHMENTS

[Brent Bell Volunteer Application](#)

[Justin Estopinal Volunteer Application](#)

Note: Attach additional backup information considered necessary to convey all the facts of the issue to be considered.

Copy- Mayor and Councilmembers, City Manager, City Secretary, all affected departments

CC: M & CC

James Toney, P & R



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: Brent Bell HOME PHONE: 832-457-2590
HOME ADDRESS: 22 El Dorado Drive, Friendswood, Tx 77546 WORK PHONE: 713-394-2260
EMAIL ADDRESS: Bbell2@wm.com CELL PHONE: 832-457-2590
OCCUPATION: President Waste Management Recycle America

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

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

I AM AVAILABLE FOR

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

RECREATION

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

EDUCATION

☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

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

Please use the space below for additional comments.

Brent Bell has been in the waste industry for over 20 years. Brent started at USA Waste in 1997 and worked at the corporate offices during the USA/Waste Management merger in the late 1990's. Brent moved to Recycling a few years later and helped form a subsidiary of Waste Management, Waste Management Recycle America, to focus on WM recycling services. Brent is currently President of Waste Management Recycle America responsible for the operations of 100+ recycling facilities in North America and Sales of 13M tons of recyclables. Waste Management is the largest residential recycler in North America and helps customers of all sizes with diversion and sustainability goals.

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

DATE OF BIRTH: 07/26/1972

SEX: M

FRIENDSWOOD RESIDENT FOR 10+ YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

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

Recycling industry expert, Brent Bell has been interviewed by Wall Street Journal, CBS News, Bloomberg, NPR and recently participated in the first-ever EPA Recycling Summit with EPA Administrator Andrew Wheeler. Brent is a regular speaker at the Waste Management Sustainability Forum, hosted every year during the Waste Management Phoenix Open, which is the largest zero waste sporting event in the world.

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 may be required.

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

02/19/2019

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: Ryan Nordt
ADDRESS: 1001 Fannin, Houston, Tx 77002
PHONE: 713-265-1459

NAME: Susan Robinson
ADDRESS: 720 4th Avenue, Kirkland, WA 98033
PHONE: 206-915-9183



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: JUSTIN ESTOPINAL HOME PHONE: N/A
HOME ADDRESS: 204 RON CIRCLE WORK PHONE: 281-482-3511
EMAIL ADDRESS: estopinalj@yahoo.com CELL PHONE: 281-450-2996
OCCUPATION: BUSINESS OWNER, ARBORIST
SPECIAL INTERESTS AND TALENTS: ARBORICULTURE, BOTANY, OUTDOORSMANSHIP, YOUTH SPORTS

Are you currently serving as a member of any Friendswood governmental body? N/A

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

PLANNING & ZONING COMMISSION

ZONING BOARD OF ADJUSTMENT & APPEALS

 KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE

COMMUNITY & ECONOMIC DEVELOPMENT

CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS

INVESTMENT COMMITTEE

FRIENDSWOOD DOWNTOWN ECONOMIC

DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

LONG-TERM PROJECTS

SHORT-TERM PROJECTS

DAYTIME

_____ DAY TIME
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

CITIZEN ADVISORY COMMITTEE.

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: 11/11/1983

SEX: M

FRIENDSWOOD RESIDENT FOR 35 YEARS

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

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

ISA - CERTIFIED ARBORIST

TDA - COMMERCIAL LICENSE, FIELD & TURE, RIGHT-OF-WAY classifications

TEXAS REALTORS LICENSE

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

FRIENDSWOOD YOUTH BASEBALL (LITTLE LEAGUE) BOARD OF DIRECTORS

ARBORIST PRESENTATION AT KFB TREE GIVEAWAY 2019

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

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

2/21/19

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:

FRIENDSWOOD YOUTH BASEBALL BOARD

2017 - CURRENT

PERSONAL REFERENCES:

Please list at least two references.

NAME: HARRIS HANSON

ADDRESS: 701 W. VIEJO DR.

PHONE: 281-686-6708

NAME: TODD MENDENHALL

ADDRESS: 2212 BUTLER DR

PHONE: 281-660-5005



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: March 4, 2019

Date Submitted: February 22, 2019

Dept. Clearances: Patrick Donart

Prepared by: Rene' Ibarra

Originating Department: PW

Subject: COH 42" Waterline Replacement – Amended and Restated Cost Sharing Agreement for the Southeast Transmission Line Project

Originating Department: Public Works

City Attorney Review: MKF

Proceeding: D&PA

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$2,511,071

Amount Budgeted: \$2,511,071

Appropriation Required: \$2,511,071

Source of Funds: 2018 Water & Sewer Revenue Bond

FINANCE APPROVAL: RGB

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

As Council may recall, the City of Friendswood is a Co-participant to the South East Water Purification Plant (SEWPP) in company with other partnering cities impacted by the following water main in question (which include the City of Houston – the Managing Participant, Gulf Coast Water Authority (whom represents League City and City of Pearland), Clear Lake City Water Authority, Harris County MUD # 55, City of Webster, Baybrook MUD #1, and City of Pasadena). Being that the SEWPP is the primary source of water for the city, the water supply is routed from the SEWPP to our two COF main surface water plants (SWP#1 & SWP#2) through two water main trunk lines. A 36-inch water main along Beamer Rd. and a current 42-inch water main along Hwy 3 which ultimately terminates at the City's take point location. The current 42-inch water main is approximately 50+ years old and has been in need of replacement for quite some time. Not only does this 42-inch water main provide the central water needs to the City of Friendswood, but it also serves the needs for the other participants outlined above.

As Council may further recall, and in a combined effort to begin the needed replacement process; the co-participants as a conglomerate group executed a cost-sharing agreement for the preliminary engineering report (PER) design phase of this project back in 2016 with the understanding of needing to proceed forward with final design, land acquisition, and construction. Before council at this time for consideration of approval is the amended cost sharing agreement that is outlined to aim in addressing the proposed completion of design, land acquisition, and construction. Each co-participant included within the agreement will be responsible for their required cost share based on an agreed formula of pro-rata cost share (ultimately calculated against each one's dedicated capacity within the line to be replaced). The proposed water main to be replaced starts in the vicinity of Beltway 8 and Hwy. 3, and routes

south down Hwy 3 towards the adjoining city limit line between the City of Webster and City of League City, then transcends over to our ultimate take point location within the Bay Area Boulevard and Friendswood Link Road region. Due to the size, length, and complexity as a whole of this project, it is required to be divided up into 4 separate segments therefore requiring 4 separate contracts for construction. The City of Friendswood's estimated funding obligation portion differs per applicability to each proposed segment based on a percentage of our rights within each particular segment. The total current estimated cost amount for completion of the proposed project as a whole is approx. \$118 million. The City of Friendswood's total estimated obligation at this time is approx. \$12.5 million. To assist with mitigating the anticipated budget impacts, each participants anticipated funding amount is being divided up into four different cash calls in the next following fiscal years (FY2019, FY2021, FY2022, and FY2023). In anticipation of meeting the needs for the first cash call due amount here in FY2019, our est. due amount will be \$2,511,071. In FY2021 it will be an est. \$1,605,119 to be due. In FY2022 it will be an est. \$1,744,649 to be due. And the final cash call in FY2023 is estimated \$6,613,957 to be due. Funds for the proposed FY2019 cash call, and anticipated required future ones are accounted for from the recently approved 2019 Water & Sewer Bonds. For added transparency, one item of continued discussion to reach agreed resolution in the near future is the proposed installation of a metering device at the initial take point (of the water main to be replaced) to precisely account for capacity to all participants. Future cash calls will present future updates with discussion and possible action agenda items related to the respective phases.

In conclusion, and for added clarified reference, this proposed amended cost sharing agreement has been reviewed, vetted, and finalized through a coordinated process that included each of the co-participants Public Work's Departments and City Attorney's.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Replacement of the 50 year old 42 inch water main will effectively ensure continued uninterrupted water supply to the City of Friendswood from the South East Water Purification Plant.

RECOMMENDATIONS

Staff recommends Council authorize the execution of the Amended and Restated Cost Sharing Agreement for the final design, land acquisition, and construction of the Southeast Transmission Line Project.

ATTACHMENTS

[SETL Agreement](#)

**AMENDED AND RESTATED COST SHARING AGREEMENT
FOR THE SOUTHEAST TRANSMISSION LINE PROJECT**

THIS AMENDED AND RESTATED COST SHARING AGREEMENT FOR THE SOUTHEAST TRANSMISSION LINE PROJECT (this “Agreement”) is made by and among **BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1** (“Baybrook MUD 1”), the **CITY OF FRIENDSWOOD, TEXAS** (“Friendswood”), the **CITY OF HOUSTON, TEXAS** (“Houston”), the **CITY OF PASADENA, TEXAS** (“Pasadena”), the **CITY OF WEBSTER, TEXAS** (“Webster”), **CLEAR LAKE CITY WATER AUTHORITY** (“CLCWA”), **GULF COAST WATER AUTHORITY** (“GCWA”), and **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 55** (“MUD 55”) (each a “Party” and collectively, the “Parties”) for the purpose of providing for the design and construction of a new large-diameter water transmission line from the Southeast Water Purification Plant to the Parties’ water transmission and distribution systems. For and in consideration of the premises and mutual covenants and agreements contained herein, the Parties agree as follows:

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ARTICLE I RECITALS

- 1.1** The Parties, along with several other entities that are not party to this Agreement, are participants in the Southeast Water Purification Plant, located at 3100 Genoa Red Bluff Road, Houston, Texas 77034 (the “Plant”), which is operated and maintained in accordance with the “Cost Sharing Agreement for the Southeast Water Purification Plant (Restated and Amended),” approved by Houston City Council by Ordinance No. 2001-0417 and countersigned on July 22, 2001 (the “2001 Agreement”), as amended by the “Amendment to the Cost Sharing Agreement for the Southeast Water Purification Plant (Restated and Amended),” approved by Houston City Council by Ordinance No. 07-0927 and countersigned on September 27, 2007 (the “2007 Amendment”) (together, the 2001 Agreement and 2007 Amendment are referred to as the “Plant Agreement”).
- 1.2** Treated water from the Plant is delivered to Baybrook MUD 1, Friendswood, Houston, Webster, CLCWA, GCWA, and MUD 55 through a 42-inch water transmission line, as described and depicted in Exhibit J to the 2007 Amendment (the “Existing Line”). The Parties desire to replace the Existing Line with a new larger-diameter water transmission line, as described and depicted in Exhibits A-1 through A-5 (the “Southeast Transmission Line”). Baybrook MUD 1, Friendswood, Houston, Webster, CLCWA, GCWA, and MUD 55 entered into the “Replacement Water Capacity and Cost Sharing Agreement – New Galveston Project,” approved by the Houston City Council by Ordinance No. 2016-200 (the “Original Agreement”), to design, acquire real property for, and construct the Southeast Transmission Line, formerly referred to as the New Galveston Line (the “Project”). The Original Agreement provides for capacity allocation, cost sharing, and completion of the Project in three phases: (i) Phase 1 – preliminary engineering report; (ii) Phase 2 – final design, real estate acquisition, and bidding and construction contracting; and (iii) Phase 3 – construction. The Original Agreement only addresses the scope and cost of work associated with Phase 1, but contemplates one or more amendments to address the scope and cost of work associated with Phases 2 and 3.

- 1.3 Phase 1 of the Project is complete, and the Parties desire to amend the Original Agreement to address the scope and cost of work associated with Phases 2 and 3.
- 1.4 Pasadena, which was not a party to the Original Agreement but is a participant in the Plant, desires to participate in the Project and become a Party to this Agreement.
- 1.5 GCWA desires to increase its capacity in the transmission line and participation in the Project by an additional 20 MGD.
- 1.6 Accordingly, the Parties are entering into this Agreement, which shall supersede and replace the Original Agreement as provided in Section 11.14, to, among other things: (i) address the scope and cost of work associated with Phases 2 and 3; (ii) add Pasadena as a Party; (iii) adjust capacity allocations and cost sharing to reflect Pasadena's participation and GCWA's increased participation in the Project; and (iv) update the Exhibits.
- 1.7 These Recitals are hereby incorporated into and made a part of this Agreement.

ARTICLE II DEFINITIONS AND EXHIBITS

- 2.1 **Capitalized Terms Defined.** Unless the context provides otherwise, capitalized terms in this Agreement shall have the meanings provided below. Capitalized terms not defined below shall have the meanings given in the 2007 Amendment or the 2001 Agreement.

"2001 Agreement" has the meaning given in Section 1.1.

"2007 Amendment" has the meaning given in Section 1.1.

"Account" means one or more accounts established and controlled by the Managing Participant for the receipt and disbursement of funds contributed by the Parties for payment of Project Costs.

"Additional Funds" means an additional appropriation of funds authorized by a Party's governing body and deposited into the Account to cover Project Costs for Unforeseen Conditions equal to the Party's Cost Share.

"Affected Contracts" has the meaning given in Section 4.10.

"Agreed Upon Procedures Report" or "AUP Report" means an agreed upon procedures report and associated findings to review the accounting for and allocation to the Parties of Project Costs, produced by an independent accounting firm engaged by the Managing Participant under an agreed-upon procedures engagement conducted in accordance with: (i) Article IX of this Agreement; and (ii) the Statements on Standards for Attestation Engagements published by the American Institute of Certified Public Accountants.

“Budget” means the tables set forth in Exhibits C-1 through C-5, which: (i) reflect the estimated Project Costs by Phase and by construction contract; and (ii) will be updated from time to time in accordance with this Agreement.

“Capacity Share” has the meaning given in Section 3.2.

“Cash Call” means any one of a series of demands for funds from a Participant sent by the Project Director to pay for Project Costs in accordance with the requirements set forth in Section 4.4.

“Cash Call Due Date” means the date specified in a Cash Call on which the Parties must deposit cash into the Account.

“Cash Call Schedule” means the chart set forth in Exhibit E, which: (i) details the anticipated Cash Call Due Dates; and (ii) will be updated from time to time by the Project Director as necessary to reflect changes in the Project Schedule or Budget.

“Construction Contractor” means the contractor(s) engaged by the Managing Participant to construct one or more Segments of the Project.

“Construction Costs” means all costs associated with Construction Work, including, without limitation, all reasonable costs for labor, equipment, materials, electricity, fuel, construction management, inspections, materials testing, and related Cost Recovery Amounts.

“Construction Manager” means the professional service provider engaged by the Managing Participant to manage the Work of each Construction Contractor.

“Construction Work” means all Work required to construct the Project that is performed by or under the direction of the Construction Contractor.

“Consultant” means the professional service provider(s) engaged by the Managing Participant to assist in the planning, design, Project Property acquisition, and other Work for the Project.

“Contingencies” means an allowance to fund unforeseen changes in or additions to the Work.

“Cost Recovery Amounts” means the portion of the costs of the Managing Participant’s employees’ salaries, associated benefits, overhead, and itemized costs paid from the cost recovery fund (Houston’s Fund 1001) that are allocated and attributable to the Project as shown in Exhibits C-1 through C-5.

“Cost Share” has the meaning given in Section 4.1.

“Cure Meeting” has the meaning given in Section 4.8.1.

“Cure Plan” has the meaning given in Section 4.8.4.

“Day” means calendar day.

“Delivery Date” means the date on which the Project Director sends written notice to a Participant that the Project is capable of delivering the Participant’s Reserved Capacity.

“Design Engineer” means the engineering firm(s) engaged by the Managing Participant to provide engineering design and construction oversight for the Project, or any portion thereof.

“Direct Employee” has the meaning given in Section 9.2.

“Director” means the Director of Houston Public Works, or his or her designee.

“Effective Date” means the date on which the City of Houston Controller countersigns this Agreement and this Agreement becomes effective and binding on the Parties.

“Efforts to Cure” has the meaning given in Section 4.8.1.

“Engineering Costs” means all costs associated with Engineering Work, including, without limitation, all reasonable costs for the Preliminary Engineering Report, final design, geotechnical investigations, inspections, surveys, estimates, line testing, materials testing, plans, specifications, investigations, permitting and regulatory review, and related Cost Recovery Amounts.

“Engineering Work” means all Work required during Phase 1, 2, and 3 to design, analyze, and test the Project that is performed by or under the direction of a professional engineer.

“Excess Reservation” has the meaning given in Section 4.10.

“Exhaustion Notice” has the meaning given in Section 4.9.1.

“Existing Line” has the meaning given in Section 1.2.

“FAR” has the meaning given in Section 9.3.1.

“Final Statement” has the meaning given in Section 9.7.

“Finance Director” means the Director of the City of Houston Department of Finance, or his or her designee.

“Force Majeure” means: (i) fires; interruption of utility services; breakage of machinery, pipelines, or canals; epidemics in the Houston Metropolitan Statistical Area; floods, hurricanes, tornadoes, ice storms, and other natural disasters; explosions; war; acts of terrorism against a Party; riots; strikes; court orders; and the acts of superior governmental or military authority; that (ii) the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical.

“Interest Rate” means the Managing Participant’s actual interest earning rate for its General Investment Pool. For reference purposes only, the Managing Participant publishes its quarterly interest earning rate for its General Investment Pool in the City of Houston Controller’s Quarterly Investment Report.

“Managing Participant” means Houston.

“MGD” means million(s) of gallons per day of water.

“Non-Approval” has the meaning given in Section 4.7.

“Non-Payment” has the meaning given in Section 4.4.5.

“Non-Project Items” has the meaning given in Section 7.3.3.

“Notice of Upcoming Cash Call” has the meaning given in Section 4.4.1.

“Noticed Participant” has the meaning given in Section 4.8.1.

“Noticed Representative” has the meaning given in Section 4.8.1.

“Original Agreement” has the meaning given in Section 1.2.

“Overhead” has the meaning given in Section 9.2.

“Paid Share” means the share of Project Costs paid by a Party, which limits the amount of Reserved Capacity that Party may receive. Paid Share excludes and may be reduced by interest due under Section 4.5 and any Project Costs related to modifying the Project under Section 4.10

“Participant(s)” means, individually or collectively, Baybrook MUD 1, Friendswood, Pasadena, Webster, CLCWA, GCWA, and MUD 55.

“Participation Table” means the tables set forth in Exhibits B-1 through B-5, which list the Parties’ Reserved Capacity and Capacity Shares in the Southeast Transmission Line.

“Phase” means a discrete stage of the Project.

“Phase 1” means all Work related to the Preliminary Engineering Report.

“Phase 2” means all Work related to the Final Design, Real Estate Acquisition, and bidding and contracting for Construction Work.

“Phase 3” means all Work related to construction of the Project, including Construction Work and associated Engineering Work.

“Phase 1 Financial Accounting Report” or “Phase 1 FAR” has the meaning given in Section 9.3.1.

“Phase 2 Financial Accounting Report” or “Phase 2 FAR” has the meaning given in Section 9.4.1.

“Plant” has the meaning given in Section 1.1.

“Plant Agreement” has the meaning given in Section 1.1.

“Point(s) of Delivery” means the output flange(s) on or the welded joint to the connection on the Project that will serve a Party, as more particularly identified and described in Exhibits A-1 through A-5, or such other location(s) on which the Project Director and the applicable Representative may agree in writing.

“Point(s) of Measurement” means the location of the meter at which the Managing Participant shall measure the Participant’s consumption of water from the Project. The Point(s) of Measurement may be at different locations than the Point(s) of Delivery, or at such other location(s) on which the Project Director and the applicable Representative may agree in writing.

“Preliminary Engineering Report” means a report prepared by the Design Engineer containing: (i) surveys, preliminary plans and specifications, and proposed Project Property; (ii) estimated budgets and identified problems for the preliminary plans and specifications and Project Property, including alternative solutions; (iii) possible alternate bid Work Items recommended by the Design Engineer and the Project Director; and (iv) recommendations on whether and how to divide the Work into separate construction contracts.

“Project” has the meaning given in Section 1.2.

“Project Costs” means all costs to complete the Project, including, without limitation, costs for Engineering Work, Real Estate Work, bidding and construction contracting,

Construction Work, and Contingencies, and excluding any of such costs that are incurred exclusively for the benefit of one Party with that Party's prior written approval.

"Project Director" means the individual designated by the Director and authorized to act on behalf of the Managing Participant in the manner described in this Agreement.

"Project Property" means all easements, rights-of-way, and other real property interests necessary or desirable to construct, operate, and maintain the Project.

"Project Schedule" means the chart set forth in Exhibit D, which: (i) details the key events related to the Work, along with respective dates; and (ii) will be updated from time to time in accordance with this Agreement.

"Real Estate Costs" means all costs associated with Real Estate Work, including, without limitation, purchase costs, title documents and services, title policies, due diligence, surveying, closing costs, environmental mitigation, legal costs, including court costs and fees, and permitting necessary for acquisition or environmental mitigation.

"Real Estate Work" means all Work required to secure Project Property, whether by purchase or by condemnation.

"Representative" means the individual designated by and authorized to act on behalf of a Participant in the manner described in this Agreement.

"Reserved Capacity" means that portion of the Transmission Capacity for each Segment reserved to a Party, expressed in peak MGD, based on its Paid Share.

"Segment" means one of the discrete portions of the Southeast Transmission Line depicted on Exhibits A-1 through A-5, as such discrete portion may be altered as agreed upon in writing by the Project Director and the Representatives from time to time during the Project. Each Segment represents a portion of the Project where there is a change in flow due to a change in demand. Segments have been grouped together under separate construction contracts to facilitate construction and to fairly apportion Project Costs among the Parties.

"Southeast Transmission Line" has the meaning given in Section 1.2.

"Supplementary Information" has the meaning given in Section 7.3.2.

"TCEQ" means the Texas Commission on Environmental Quality, or any successor agency.

"Technical Consultant" means the engineering firm engaged by the Managing Participant to oversee the Work of each Design Engineer.

“Transmission Capacity” means the water transmission capacity of all Segments to be constructed under a single construction contract as set forth in Exhibits B-1 through B-5. Without the need to amend this Agreement, Exhibits B-1 through B-5 shall be updated, or supplemented, from time-to-time if the Reserved Capacity of any Participant changes pursuant to this Agreement. Any such updates or supplements shall be prepared and dated by the Managing Participant and shall be attached to this Agreement to replace and supersede the prior version. No additional action shall be needed by any Participant.

“True-up” means the process for ensuring that each Party pays its Cost Share.

“True-up Statement” has the meaning given in Section 9.5.3.

“Unforeseen Condition” means an unanticipated field condition, regulatory requirement, or similar contingency, including Force Majeure, which the Project Director reasonably believes may require a revision to the Budget, the Project Schedule, or both.

“Work” means any of the labor, materials, equipment, administration, and other similar efforts and items necessary or beneficial for the completion of the Project.

“WBS No.” means Work Breakdown Structure Number and refers to the construction contracts under which the Project will be completed. Multiple Segments shall be constructed under each WBS No., as further described in Exhibits B-1 through B-5.

“Work Item” means a discrete portion of the Work.

“Work Progress Report” has the meaning given in Section 5.3.

- 2.2 **Exhibits.** The exhibits listed in the Table of Contents are hereby incorporated into and made a part of this Agreement.

ARTICLE III OWNERSHIP AND CAPACITY SHARES

- 3.1 **Ownership of Southeast Transmission Line.** The Managing Participant shall own and hold legal title to the Southeast Transmission Line; provided, however, that the Parties shall each have an undivided equitable and beneficial interest in the use and benefit of Transmission Capacity in accordance with their respective Capacity Shares, defined in Section 3.2 below.
- 3.2 **Calculation of Capacity Shares.** A Party’s pro rata share of Transmission Capacity in a Segment (“Capacity Share”), expressed as a percentage, shall be determined by the following formula:

$$A/B = C$$

Where:

A is the Party's Reserved Capacity in a Segment (expressed in MGD).

B is the Transmission Capacity of that Segment (expressed in MGD).

C is the Party's Capacity Share of that Segment (expressed as a percentage).

3.3 Participation Table.

3.3.1 The Participation Table shall list each Party's Reserved Capacity and Capacity Share for each Segment.

3.3.2 The Project Director shall update the Participation Table within 60 Days of the date on which the Houston City Council adopts a Cure Plan under Section 4.8 or exercises any option under Section 4.10.

3.4 No Additional Capacity or Participants. This Agreement allocates 100% of the capacity of the Project. Subject to Sections 4.8 and 4.10, no additional participants or capacity allocations shall be allowed without amendment to this Agreement approved by the governing bodies of all Parties.

ARTICLE IV PROJECT COSTS AND COST SHARES

4.1 Calculation of Cost Share. A Party's pro rata share of Project Costs ("Cost Share") shall be determined as follows:

4.1.1 For Project Costs incurred during Phase 1, the Parties shall pay the following:

Baybrook MUD 1	2.27%
Friendswood	4.65%
Houston	12.85%
Pasadena	0.05%
Webster	6.70%
CLCWA	8.72%
GCWA	59.82%
MUD 55	4.94%

Project Costs for Phase 1:	100%
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As of the Effective Date of this Agreement, Project Costs for Phase 1 have been incurred, and the Parties have paid the following amounts:

Baybrook MUD 1	\$36,248.00
Friendswood	\$97,869.60

Houston	\$231,987.20
Pasadena	\$0
Webster	\$121,430.80
CLCWA	\$202,988.80
GCWA	\$1,063,878.80
MUD 55	\$57,996.80

The Parties agree that the Project Costs for Phase 1 shall be reallocated among the Parties to reflect Pasadena's participation in the Project and GCWA's increased participation in the Project. Said reallocation is reflected in the percentages set forth in this Section 4.1.1 and shall be accomplished through a True-up made in accordance with Section 9.3.

- 4.1.2** For Project Costs incurred during Phases 2 and 3, a Party's Cost Share shall be determined by the following formula:

$$D \times E = F$$

Where:

D is the Party's Capacity Share for a Segment (expressed as a percentage).

E is the total Project Costs for that Segment (expressed in dollars).

F is the Party's Cost Share for that Segment (expressed in dollars).

4.2 Duty to Pay Cost Share.

- 4.2.1** Subject to the limitation set forth in Subsection 4.2.3, each Party represents and certifies to the other Parties that it has or will have on hand and lawfully available sufficient funds to pay its Cost Share at the time payment is due under this Agreement.

- 4.2.2** In order to receive its Reserved Capacity, each Party agrees to pay its Cost Share into the Account, through a series of Cash Calls described in Section 4.4, no later than the applicable Cash Call Due Date.

- 4.2.3** To the extent this Agreement contemplates future financial obligations of any Party, said obligations shall be subject to appropriation by its respective governing body as required by law.

- 4.3 Budget.** The Project Director has provided estimates of the Project Costs, as well as the manner of calculation of such costs and the Parties' respective Cost Shares of such costs, all as more specifically set forth on Exhibit C. The Project Director shall cause an

updated Budget to be prepared regularly (but not less than quarterly) and provided to the Participants throughout the Project.

4.4 Cash Calls.

4.4.1 The Project Director shall provide the Participants with written notice (the “Notice of Upcoming Cash Call”) of: (i) the estimated Project Costs and Work Items to be paid with proceeds of any upcoming Cash Call; (ii) the estimated dollar amount due from each Party pursuant to the upcoming Cash Call, and the calculation thereof; and (iii) the estimated Cash Call Due Date. The Cash Call Due Date shall be no earlier than 60 Days after the date the Project Director sends the Notice of Upcoming Cash Call to the Participants. The Cash Call Due Date for all other Cash Calls shall be no earlier than 60 Days after the date the Project Director sends the Notice of Upcoming Cash Call to the Participants.

4.4.2 Except as may be agreed to in writing otherwise by the Project Director and the Representatives, each Cash Call Due Date shall be: (i) for each Participant, no earlier than the later of 60 Days after the date the Participant receives that particular Cash Call or the estimated Cash Call Due Date provided in the Notice of Upcoming Cash Call; and (ii) for the Managing Participant, 60 Days after the latest Participant’s Cash Call Due Date. In no event shall a Cash Call Due Date be more than 18 months after the date the Project Director sends the Notice of Upcoming Cash Call to the Participants.

4.4.3 If a Participant pays the amount stated in the Cash Call after the Cash Call Due Date, the Participant shall pay interest accruing on the dates and at the rate set forth in Chapter 2251 of the Texas Government Code, as amended from time-to-time.

4.4.4 Any interest paid by a Participant under this Section shall not increase the Participant’s Paid Share or Reserved Capacity.

4.4.5 If a Participant does not pay the amount stated in the Cash Call by the Cash Call Due Date (“Non-Payment”), the Project Director shall send the Participant written notice of Non-Payment and initiate Efforts to Cure under Section 4.8.

4.5 Account. The Project Director may spend funds in the Account for Project Costs associated with Work Items 30 Days after the Project Director makes a Cash Call for Project Costs associated with such Work Items. For the proportionate benefit of the Parties, the Finance Director shall be authorized to invest the funds on hand in the Account in the manner permitted by Texas law. The Parties may advance funds into the Account and accrue interest on unspent funds at the Interest Rate. In order to uphold applicable bond covenants and avoid tax liability, the Finance Director shall use current, applicable government accounting methods used by the Managing Participant. The Project Director shall calculate the accrued interest on the funds, and distribute the remaining proceeds from such interest earned, if any, as part of the True-up.

- 4.6 Additional Funds.** If, due to an Unforeseen Condition, the Project Director reasonably believes the amounts in the Account are insufficient to pay the Project Costs and Additional Funds will be necessary, the Project Director shall notify the Participants of the Unforeseen Condition and issue a Cash Call in accordance with Section 4.4 to request Additional Funds.
- 4.7 Governing Body Approval Required.** If the governing body of a Party fails to approve any item requiring approval in order to perform that Party's obligations under this Agreement ("Non-Approval"), that Party shall immediately send written notice of Non-Approval to all other Parties, and the Parties shall engage in Efforts to Cure under Section 4.8.
- 4.8 Efforts to Cure; Cure Plan.**
- 4.8.1** In the event of Non-Payment or Non-Approval by a Participant (the "Noticed Participant"), the Project Director shall provide written notice of the Non-Payment or Non-Approval to the Representative for said Participant (the "Noticed Representative") that states: (i) the event of Non-Payment or Non-Approval; and (ii) the date of a meeting (the "Cure Meeting") to negotiate in good faith to cure the Non-Payment or Non-Approval (the "Efforts to Cure"). The Cure Meeting shall be held within 60 Days of the notice of the Non-Payment or Non-Approval.
- 4.8.2** The Project Director shall notify the other Representatives of the Cure Meeting and invite them to attend and participate.
- 4.8.3** The Project Director shall accurately record the discussion that takes place at the Cure Meeting and any terms that the Parties agree to in principle.
- 4.8.4** Using the notes taken at the Cure Meeting, the Project Director shall send revised documents, such as a revised Project Schedule, Budget, or solicitation, incorporating the Parties' previous Efforts to Cure (the "Cure Plan"). The Project Director shall send the draft Cure Plan to the Noticed Representative for comments and approval, and to the other Representatives for notice and comments.
- 4.8.5** If the Noticed Representative returns comments on the Cure Plan within 30 Days, the Project Director shall send a revised Cure Plan to all Parties to address the Noticed Representative's comments and any comments from the other Representatives.
- 4.8.6** If the Noticed Representative and Project Director agree to a Cure Plan, they shall submit the Cure Plan to the other Representatives within 60 Days of reaching the agreement. If necessary, the Noticed Representative and the Project Director shall submit the Cure Plan to the governing bodies of all Parties to seek an amendment to this Agreement.

4.9 No Cure Plan; Exhaustion of Efforts to Cure.

- 4.9.1** If the Project Director and Noticed Representative cannot agree to a Cure Plan, then the Project Director shall send notice to the Noticed Participant and the other Participants that the Noticed Participant and the Managing Participant have exhausted Efforts to Cure (the “Exhaustion Notice”).
- 4.9.2** Following issuance of the Exhaustion Notice, the Project Director shall send the Participants a report showing the estimated Paid Share of any Party not meeting its Cost Share, subject to the AUP Report under Section 9.5 and Final Statement under Section 9.7, and the Parties shall amend this Agreement as soon as practicable.
- 4.9.3** Following issuance of the Exhaustion Notice, and subject to a Final Statement reflecting the Noticed Participant’s Paid Share, the Noticed Participant and Noticed Representative shall have no further rights to review, approve, or comment under this Agreement as to the matters at issue in the Exhaustion Notice.

- 4.10 Managing Participant’s Options.** The Managing Participant, with the approval of the Houston City Council and the consent of the number of Participants sufficient to constitute more than 50% of the remaining Cost Shares of the construction contract, identified by WBS No., affected by the Noticed Participant’s Non-Payment or Non-Approval (the “Affected Contracts”) (including Houston’s Cost Share but excluding the Noticed Participant’s Cost Share), shall have the right to take one or more of the following actions: (i) proceed with any Work associated with the Affected Contract with the other Participants without review or comment from the Noticed Participant; provided, however, that the Project Director shall continue to send the Noticed Participant all Project Schedules, Budgets, and Work Progress Reports sent to the other Participants under this Agreement; (ii) assume that portion of the Noticed Participant’s Reserved Capacity in excess of the Noticed Participant’s Paid Share (the “Excess Reservation”) upon payment of the Noticed Participant’s Cost Share for the Excess Reservation, with the right to retain or sell at cost all or a portion of the Excess Reservation to another Party; (iii) modify the Project to reduce the Transmission Capacity to eliminate the Excess Reservation, in which case the Noticed Participant shall be liable for any Project Costs necessary to modify the Project to eliminate the Excess Reservation; and/or (iv) assign the Excess Reservation to one or more of the other Parties upon payment of the Noticed Participant’s Cost Share for the Excess Reservation.

ARTICLE V PROJECT MANAGEMENT AND SCHEDULE

- 5.1 Project Management.** The Managing Participant, through the Project Director, shall manage the Project in accordance with the Budget, Project Schedule, and applicable laws and regulations. The Project Director shall provide the Participants an opportunity to review and comment on drafts of requests for proposals and bid advertisements for

selection of the Design Engineer, Construction Contractor, and Consultant. The Managing Participant shall select and enter into contracts with one or more Design Engineer, Construction Contractor, and Consultant to complete the Project. The Managing Participant's responsibility to manage the Project pursuant to this Agreement shall not change the nature of the relationship established in other contracts between the Managing Participant and the Design Engineer, Construction Contractor, or Consultant.

- 5.2 **Project Schedule.** The Project Director shall maintain the Project Schedule. Any revisions to the Project Schedule shall be made on a quarterly basis and distributed to the Representatives.
- 5.3 **Work Progress Report.** On a quarterly basis, the Project Director shall update the Representatives concerning: (i) the Project Schedule and progress of the Work; (ii) any Unforeseen Condition; (iii) any change orders; (iv) any liens or claims related to the Work; and (v) the status of the Budget, the Account, and processing of invoices related to the Work (the "Work Progress Report").
- 5.4 **Bonds and Insurance.** The Managing Participant shall require the Design Engineer, Construction Contractor, and Consultants to provide adequate insurance coverage and bonds, if bonds are required, to meet applicable legal requirements and protect the Parties from reasonably foreseeable risks associated with the Work. The Project Director shall have sole discretion as to whether to make a claim on an insurance policy or bond in connection with the Project. If the Project Director makes a claim and funds remain after payments to any proper third-party claimant, the Project Director shall deposit proceeds from the claim or bond into the Account and may spend such funds on the Project Costs or distribute any refund as part of a True-up.
- 5.5 **Work Access.** The Project Director shall provide the Representatives reasonable access to the Work documents and Work. The Project Director shall have sole control over the actions of the Design Engineer, Construction Contractor, and Consultant. The Project Director shall have sole but reasonable discretion to decide what may significantly disrupt or delay the Work. Such Work access shall be during normal business hours and subject to such reasonable safety rules and procedures as the Project Director may impose.
- 5.6 **Work Review.** The Project Director shall investigate any comments on the work submittals made by a Representative and take such corrective actions as may be necessary and proper as determined by the Project Director.
- 5.7 **No Guarantee.** The Managing Participant's undertaking to manage the Project shall not be deemed or construed as a guarantee of the Project Costs or of the timely or successful completion of the Project in accordance with the Project Schedule, Budget, and plans and specifications; provided, however, that the Managing Participant agrees to use reasonable efforts to accomplish the Project within the Budget and Project Schedule. The Managing Participant shall not be liable for failure to complete the Project for the amounts provided

in the Budget or by the dates provided in the Project Schedule so long as reasonable efforts are made to accomplish the Project.

5.8 Representatives.

- 5.8.1** Each Participant shall designate an individual to serve as its Representative and an individual to serve as an alternate if the designated Representative is unavailable to perform as required in this Agreement. The Participant shall notify the Project Director of such designations and provide contact information for both individuals.
- 5.8.2** Unless otherwise provided in this Agreement or required by law, each Representative shall provide all necessary review and comments on behalf of its Participant for revised Project Schedules, Budgets, Participation Tables, Project Property and any other Work Item as requested by the Project Director.
- 5.8.3** The Representative shall respond in writing to all requests for review and comment from the Project Director under this section, and the Representative shall not unreasonably withhold or delay such review and comments.
- 5.8.4** Unless otherwise specified in this Agreement or determined by the Project Director, 30 Days shall be deemed a reasonable period of time for response. A Representative shall be deemed to have no comment on any matter for which the Representative fails to provide a written response by the later of: (i) 30 Days of the date the Managing Participant sends a request for review and comment, (ii) the time period provided by the Director to the Representatives with the request for review and comment, or (iii) as otherwise provided in this Agreement.
- 5.8.5** Notwithstanding anything in this Agreement to the contrary, a Representative shall not be entitled to review, comment on, or approve or reject any matter concerning a Segment in which its Participant does not have Reserved Capacity.

ARTICLE VI PHASE 1

- 6.1 Preliminary Engineering Report.** The Parties acknowledge that, in compliance with the Original Agreement, the Managing Participant engaged a Design Engineer to prepare a Preliminary Engineering Report for the Project, provided the Representatives with copies of the Preliminary Engineering Report for review and comment, and received comments from the Representatives in connection with the review and approval of the Preliminary Engineering Report.

ARTICLE VII PHASE 2

- 7.1 Final Design.**

- 7.1.1 In accordance with applicable law, the Managing Participant shall engage one or more Design Engineers to design one or more Segments of the Project. Upon procuring the services of such firm, the Project Director shall provide the Representatives with notice of the Managing Participant's intent to engage such firm, which notice shall include: (i) the estimated Project Costs included in such engineering contract; and (ii) the Parties' respective Cost Shares of same.
- 7.1.2 The Managing Participant shall engage a Technical Consultant to oversee the work of the Design Engineers. Upon procuring the services of such firm, the Project Director shall provide the Representatives with notice of the Managing Participant's intent to engage such firm, which notice shall include: (i) the estimated Project Costs included in such consulting contract; and (ii) the Parties' respective Cost Shares of same.
- 7.1.3 Except as may otherwise be agreed upon by the Project Director and the Representatives, upon completion of the 60%, 90%, and final plans and specifications for the Project, the Project Director shall provide the Representatives with copies of the plans and specifications, and any addenda or supplements thereto, for review and comment. The Representatives shall provide their comments to the Project Director within 30 Days of receipt of the 60% and 90% plans, and within 10 Days of receipt of the final plans and any addenda. Each Representative, contemporaneously with providing written comments, if any, to the Project Director pursuant to this section, shall provide a copy of its comments to the other Representatives. If requested by a Representative, the Project Director shall schedule a meeting with the Representatives to review and discuss such comments. After such meeting, the Project Director shall cause the Parties' comments to be integrated and included on such plans and specifications where such integration and inclusion are practical, as reasonably determined by the Project Director.
- 7.2 **Real Estate Acquisition.** The Managing Participant shall be responsible for the acquisition of all Project Property. If necessary, the Managing Participant shall condemn any land required for rights-of-way, sites, and easements for the Project.
- 7.3 **Bidding and Contracting for Construction Work.**
- 7.3.1 Subject to the requirements of Section 7.3.2 and applicable laws regarding procurement, the Managing Participant shall solicit bids and enter into one or more contracts for construction of the Project.
- 7.3.2 Prior to advertising the first invitation to bid, the Managing Participant shall send the Representatives the following information: (i) the estimated Project Costs included in such construction contract; (ii) the Parties' respective Cost Shares of same; (iii) the then-current balance of the Account and the allocation of such balance to each Party (collectively, the "Supplementary Information").

7.3.3 The Project Director may, in his or her reasonable discretion, include in any construction contract one or more work items to be performed for the benefit of less than all of the Parties, but such items are not part of the Project and the costs related to same are not Project Costs (“Non-Project Items”). If the Managing Participant includes any Non-Project Items in a construction contract at the written request and for the benefit of a Participant, the Participant shall be obligated to pay for its share of the costs of same in proportion to the Participant’s benefit resulting therefrom and in accordance with this Agreement as though such costs were Project Costs. If any Non-Project Items are included in a construction contract and the Participant did not request such items in writing, the Managing Participant shall provide written notice to the Participant of its intent to include the Non-Project Items in a construction contract and the estimated costs of same, and the Participant shall not be obligated to pay for any costs related to same. The Managing Participant shall list any Non-Project Items as separate line items in the bid documents for the construction contract in which Non-Project Items are included. In addition, the Managing Participant shall be responsible for sending invoicing for and executing work on Non-Project Items as if they were part of the Project.

ARTICLE VIII PHASE 3

8.1 Construction Contracts.

- 8.1.1** The Project shall be constructed pursuant to the construction contracts identified by WBS No. referenced in Exhibits B-1 through B-5, to be entered into by the Managing Participant at such time as it is determined reasonably necessary by the Managing Participant to achieve completion of the Project in accordance with the Project Schedule.
- 8.1.2** The Managing Participant shall engage a Construction Manager to manage the Construction Work. Upon procuring the services of such firm, the Project Director shall provide the Representatives with notice of the Managing Participant’s intent to engage such firm, which notice shall include: (i) the estimated Project Costs included in such contract; and (ii) the Parties’ respective Cost Shares of same.
- 8.1.3** The Managing Participant, acting through the Construction Manager, shall administer the construction contract(s) in accordance with applicable governmental rules and regulations. The Construction Manager will monitor, or will cause to be monitored, the construction for general conformation with the plans and specifications and to ensure that the Work is performed in a good and workmanlike manner and generally in accordance with all applicable rules, regulations, and requirements of the governmental entities having jurisdiction

over the construction of the Project. The Representatives shall be invited to monthly construction progress meetings to keep current on the Project and offer comments.

- 8.2 **Work Change Directives.** The Project Director is authorized, without prior review and comment by the Representatives, to issue a work change directive; provided, however, that the Project Director shall notify the Representatives of the work change directive as soon as practicable.
- 8.3 **Change Orders.** The Project Director shall submit any change order that increases a particular construction contract price by more than 5% to the Representatives for review and comment. If a Representative does not make written objection within 5 Days after receipt of the change order, the Managing Participant may assume the Participant has no comments on the change order; provided, however, that additional time for review and comment may be granted by the Managing Participant to the Participant upon the Participant's request if such additional time will not adversely affect the Project Schedule or any timeline under the construction contract. If an objection is made by a Participant, the Managing Participant shall reasonably consider the objection and use good faith efforts to address it where practical.
- 8.4 **Site Visits and Reports.** The Project Director shall provide the applicable Representatives with notice of and an opportunity to participate in any inspection and walk-through, including participation in the development of final punch lists and final acceptance.
- 8.5 **Delivery Date.** The Project Director shall send written notice to the Parties when the Project is capable of delivering the Party's Reserved Capacity.

ARTICLE IX PROJECT ACCOUNTING AND FINAL STATEMENT

- 9.1 **Payment for Work.** As the Project Director receives invoices for the Work from the Design Engineer, Construction Contractor, or Consultants, the Project Director shall review and approve, disapprove, or modify such invoices and shall be authorized to draw upon the funds in the Account, in accordance with the Project Schedule and Budget, for payment of the same. The Project Director shall include a summary of this information to the Representatives in the Work Progress Reports.
- 9.2 **Cost Recovery Amounts.** Cost Recovery Amounts shall include a portion of the salary and associated benefits for each of the Managing Participant's employees who track their hours worked on the Project (each a "Direct Employee"), plus a portion of the costs in the Managing Participant's Fund 1001 that are not associated with salaries and benefits for Direct Employees ("Overhead"), both of which shall be calculated as described in Exhibit C.

9.3 Phase 1 Financial Accounting Report.

- 9.3.1** Within 90 Days of the Effective Date of this Agreement, the Managing Participant shall initiate the preparation of a Financial Accounting Report (“FAR”) for Phase 1 (the “Phase 1 FAR”) in order to verify that each Party has paid its appropriate share of Project Costs for Phase 1. The Phase 1 FAR shall also verify that the Managing Participant used the funds paid by the Parties under Section 4.5 in accordance with such section. The Phase 1 FAR shall be prepared in accordance with the accounting procedures to be agreed upon by the Project Director and the Representatives and shall take into account all Project Costs for Phase 1, each Party’s Cost Share of those costs, and any interest accrued.
- 9.3.2** The Managing Participant shall cause the Phase 1 FAR to be completed within 120 Days after it is initiated. As soon as the Phase 1 FAR has been completed, the Project Director shall submit a copy of the Phase 1 FAR to the Representatives for review. The Representatives shall have 60 Days to review the Phase 1 FAR and to provide comments on same to the Managing Participant. The Managing Participant shall address the Participants’ comments and approve the Phase 1 FAR within 60 Days of date on which the Participants’ comments are due unless the Representatives and the Project Director agree otherwise. Notwithstanding the foregoing, the Project Director and the Representatives may agree in writing to vary the aforementioned schedule for completion of the Phase 1 FAR.
- 9.3.3** In accordance with the Phase 1 FAR, the Parties agree to “true-up” the payments for Phase 1 such that if any Party has underpaid its Cost Share of Project Costs for Phase 1, the Managing Participant will debit the amount of such underpayment from that Party’s allocation of the balance in the Account. Conversely, if any Party has overpaid any such costs according to the Phase 1 FAR, the Managing Participant will credit the amount of such overpayment to that Party’s allocation of the balance in the Account.

9.4 Phase 2 Financial Accounting Report.

- 9.4.1** Within 90 Days of the date on which Phase 2 is completed, the Managing Participant shall initiate the preparation of an FAR for Phase 2 (the “Phase 2 FAR”) in order to verify that each Party has paid its appropriate share of Project Costs for Phase 2. The Phase 2 FAR shall also verify that the Managing Participant used the funds paid by the Parties under Section 4.5 in accordance with such section. The Phase 2 FAR shall be prepared in accordance with the accounting procedures to be agreed upon by the Project Director and the Representatives and shall take into account all Project Costs for Phase 2, each Party’s Cost Share of those costs, and any interest accrued.
- 9.4.2** The Managing Participant shall cause the Phase 2 FAR to be completed within

120 Days after it is initiated. As soon as the Phase 2 FAR has been completed, the Project Director shall submit a copy of such Phase 2 FAR to the Representatives for review. The Representatives shall have 60 Days to review the Phase 2 FAR and to provide comments on same to the Managing Participant. The Managing Participant shall address the Participants' comments and approve the Phase 2 FAR within 60 Days of date on which the Participants' comments are due unless the Representatives and the Project Director agree otherwise. Notwithstanding the foregoing, the Project Director and the Representatives may agree in writing to vary the aforementioned schedule for completion of the Phase 2 FAR.

- 9.4.3** In accordance with the Phase 2 FAR, the Parties agree to "true-up" the payments for Phase 2 such that if any Party has underpaid its Cost Share of Project Costs for Phase 2, the Managing Participant will debit the amount of such underpayment from that Party's allocation of the balance in the Account. Conversely, if any Party has overpaid any such costs according to the Phase 2 FAR, the Managing Participant will credit the amount of such overpayment to that Party's allocation of the balance in the Account.

9.5 Agreed Upon Procedures Report.

- 9.5.1** Within 90 Days of the date on which the Managing Participant's issues a certificate of final completion for the last Segment of Phase 3, the Managing Participant shall initiate the preparation of an Agreed Upon Procedures Report (the "AUP Report") in order to verify: (i) that each Party has paid its appropriate share of Project Costs for Phase 3; (ii) debits made from or credits issued to the Account to any Party pursuant to Sections 9.3 and 9.4; (iii) the allocations among the Parties of the balance remaining in the Account; and (iv) that the Managing Participant used the funds paid by the Parties under Section 4.5 in accordance with such section. The Managing Participant shall engage an independent certified public accounting firm, with consent of the Representatives, to conduct the AUP Report. The AUP Report shall be prepared in accordance with the accounting procedures to be agreed upon by the Project Director and the Representatives and shall take into account all Project Costs for Phase 3, each Party's Cost Share of those costs, and any interest accrued.
- 9.5.2** The Managing Participant shall cause the AUP Report to be completed within 120 Days after it is initiated. As soon as the AUP Report has been completed, the Project Director shall submit a copy of such AUP Report to the Representatives for review. The Representatives shall have 60 Days to review the AUP Report and to provide comments on same to the Managing Participant. The Managing Participant shall address the Participants' comments and approve the AUP Report within 60 Days of the date on which the Participants' comments are due unless the Representatives and the Project Director agree otherwise. Notwithstanding the foregoing, the Project Director and the Representatives may

agree in writing to vary the aforementioned schedule for completion of the AUP Report.

- 9.5.3** In accordance with the AUP Report, the Parties agree to “true-up” the payments for the Project. Upon the Project Within 60 days of the Director’s approval of the AUP Report, the Project Director shall issue each Participant either: (i) a refund, including any accrued interest, if funds deposited by the Participant are unspent and remaining in the Account; or (ii) a statement of the amount of funds that the Participant must pay into the Account before it may receive its Reserved Capacity stated in the Participation Table (the “True-up Statement”).
- 9.6** **TCEQ Requirements.** Any Participant may request that the AUP Report meet the requirements of the TCEQ for audits of developer reimbursement from the proceeds of bonds issued by districts subject to TCEQ approval. However, the firm conducting the AUP Report shall separately account for the increased cost of meeting the TCEQ requirements, and only the Participants requesting that the AUP Report meet the TCEQ requirements shall bear the costs of doing so.
- 9.7** **Final Statement.** Within 30 Days after a Participant pays or receives any funds owed under the True-up Statement, the Project Director shall issue a written statement (the “Final Statement”) declaring that the Participant does not owe and is not owed any amount under this Agreement, and stating the Participant’s Reserved Capacity based on its Paid Share.
- 9.8** **Paid Share.** Regardless of any amount specified elsewhere in this Agreement or in the Participation Table, no Party shall be entitled to Reserved Capacity above its Paid Share.
- 9.9** **Inspection and Review.** The Representatives shall have the right during normal business hours and with reasonable notice to inspect the Account and the related books and records of the Managing Participant during the term of this Agreement.
- 9.10** **Additional Staff.** At the request of the Participants, the Managing Participant will hire one full-time staff-level employee whose duties shall include tracking expenses and providing accounting for the Project, in addition to other similar duties relating to the Project and are approved by the Managing Participant. The Parties agree that said employee shall be a Direct Employee for purposes of Section 9.2, and that 100% of said employee’s salary and benefits shall be part of the Cost Recovery Amount so long as 100% of said employee’s time is dedicated to the Project.

ARTICLE X

METERING AND PRESSURE MONITORING

- 10.1** **Connection and Meter.** Each Participant shall construct, at its sole cost, water handling facilities between the Point(s) of Delivery and the Point(s) of Measurement and set the water meter(s) at the Point(s) of Measurement under the mutual approval and inspection of the Project Director and its Representative. Before any connection, the Participant’s water

system shall be disinfected in accordance with requirements approved by the Director. Each Participant also agrees to provide an electronic connection accessible at the Point(s) of Measurement. The Managing Participant shall install, own, maintain, and replace the meters located at the Participants' Points of Measurement. The Parties agree that the Managing Participant may repurpose the meters in use on the Existing Line, or may purchase new meters.

- 10.2 Pressure Monitoring.** In-line pressure boosting facilities downstream of the Point(s) of Delivery are not permitted. Houston shall construct, install and maintain a SCADA system capable of recording flow, flow rate, and pressure at each Point of Delivery with all data transmitted to the Plant on a continuous basis. Houston shall retain such data and make available to all Parties upon request. The Participant shall be provided access to such pressure data on a continual basis.

ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 Term.** This Agreement is effective on the Effective Date and shall remain in effect: (i) for each Participant, until the Project Director issues a Final Statement to that Participant; and (ii) for the Managing Participant, until the Project Director has issued all Participants a Final Statement. Upon receiving a Final Statement, the Participant's obligations under this Agreement shall be discharged, and the True-up, Paid Share, and Final Statement shall be cumulative of the Managing Participant's and the Participant's remedies under this Agreement.

11.2 Force Majeure.

11.2.1 Timely performance by all Parties is essential to this Agreement. However, no Party shall be liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly affects the Party. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement.

11.2.2 Force Majeure does not entitle a Party to extra payment or interest.

11.2.3 This relief is not applicable unless the affected Party uses due diligence to continue performance notwithstanding the Force Majeure and provides the other Parties with prompt written notice of the cause and its anticipated effect.

- 11.3 Severability.** If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices any Party.

- 11.4 Written Amendment.** Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed by the Parties' governing bodies.

- 11.5 Applicable Laws.** This Agreement is subject to the laws of the State of Texas, the local laws applicable to each Party, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.
- 11.6 Notices.** All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third Day following: (i) deposit in a United State Postal Service post office or receptacle; (ii) with proper postage (certified mail, return receipt requested); and (iii) addressed to the other Party at the address provided in the 2001 Agreement.
- 11.7 Captions.** Captions contained in this Agreement are for reference only and have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.
- 11.8 Non-Waiver.** If any Party fails to require another Party to perform a term of this Agreement, that failure shall not prevent the Party from later enforcing that term and all other terms. If any Party waives another Party's breach of a term, that waiver shall not waive a later breach of this Agreement.
- 11.9 Enforcement.** The Houston City Attorney, or his or her designee, may enforce all of the Managing Participant's legal rights and obligations under this Agreement without further authorization.
- 11.10 Ambiguities.** If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
- 11.11 Survival.** Each Party shall remain obligated to the other Parties under all terms of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- 11.12 Remedies Cumulative.** Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. No Party may terminate its duties under this Agreement except in accordance with its terms.
- 11.13 Entire Agreement.** This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties regarding the Project. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding the Project.
- 11.14 Effect on Prior Agreements.** This Agreement supersedes and replaces the Original Agreement. This Agreement does not alter or amend the Plant Agreement except to replace Exhibit J of the 2007 Amendment with Exhibit A to this Agreement, which shall occur

automatically without further action of the Parties upon final completion of the Project. If there are any conflicts between the Plant Agreement and this Agreement as they relate to the Southeast Transmission Line or the Project, this Agreement shall control.

- 11.15 Agreement for Operation and Maintenance.** The Parties agree to negotiate in good faith an agreement for operation and maintenance of the Southeast Transmission Line and the Plant, which agreement will supersede and replace the Plant Agreement, to be effective no later than the date of substantial completion of the Project.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which is an original. This Agreement is binding only after all Parties have signed this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

(Signatures appear on following pages.)

ATTEST/SEAL:

**BAYBROOK MUNICIPAL UTILITY
DISTRICT NO. 1**

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

CITY OF FRIENDSWOOD, TEXAS

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

City Secretary

Mayor

APPROVED:

COUNTERSIGNED:

Director, Houston Public Works

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney
L.D. File No. _____

ATTEST/SEAL:

CITY OF PASADENA, TEXAS

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

CITY OF WEBSTER, TEXAS

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

CLEAR LAKE CITY WATER AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

GULF COAST WATER AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST/SEAL:

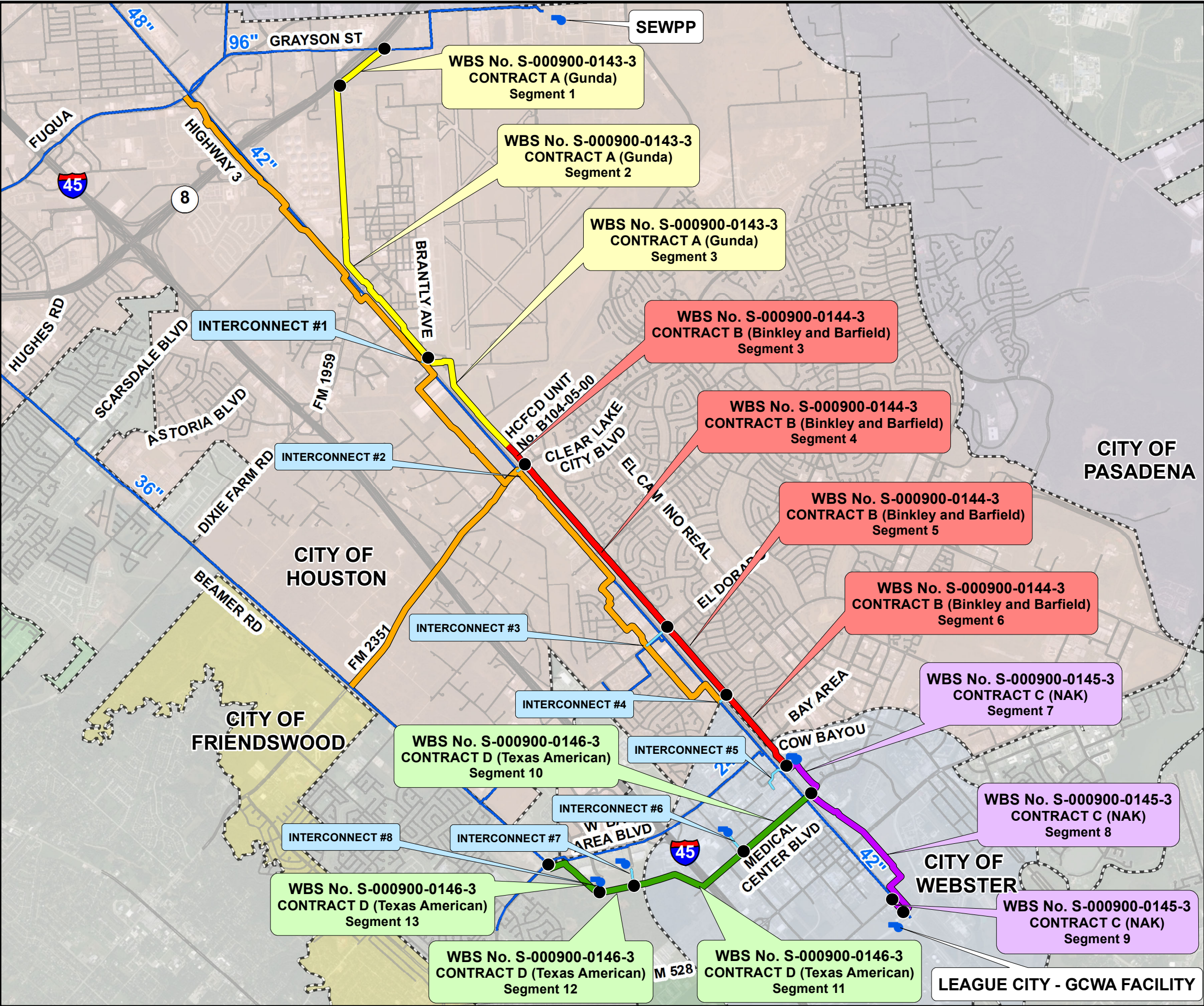
**HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 55**

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A
PROJECT MAPS

See attached Project Maps labeled A-1 through A-5, which depict the Southeast Transmission Line in its entirety and by Segment.



CITY OF HOUSTON

SOUTHEAST TRANSMISSION WATER LINE

PROJECT MAP A - 1

COUNCIL DISTRICT: E
KEY MAP GRID(S): 576Q, R, U, V & Z;
577M, N, P, Q, R, S, T, U, V, W, X, Y & Z;
578J, N, S & W; 658B, C, D & G
617A, B, C, D, F, G, H, K, L, M, Q, R, V, Y & Z;
618A, B, E, F, J, K, N, P, Q, S, T, U, V, W, X, Y & Z;

LEGEND

- CONTRACT A
- CONTRACT B
- CONTRACT C
- CONTRACT D
- SEGMENT LIMIT
- PROPOSED INTERCONNECT
- FUTURE DISTRIBUTION LINES
- PUMP STATION
- CITY LIMITS

MARCH 15, 2018

0 4,000 8,000

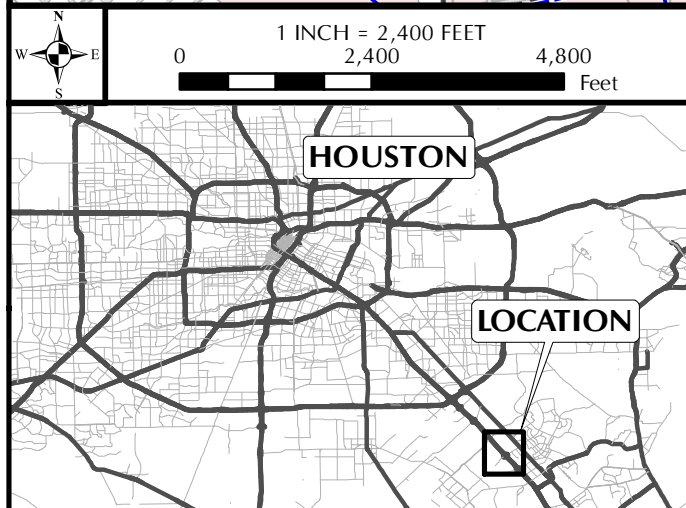
1 inch = 4000 ft.

Lockwood, Andrews & Newnam, Inc.

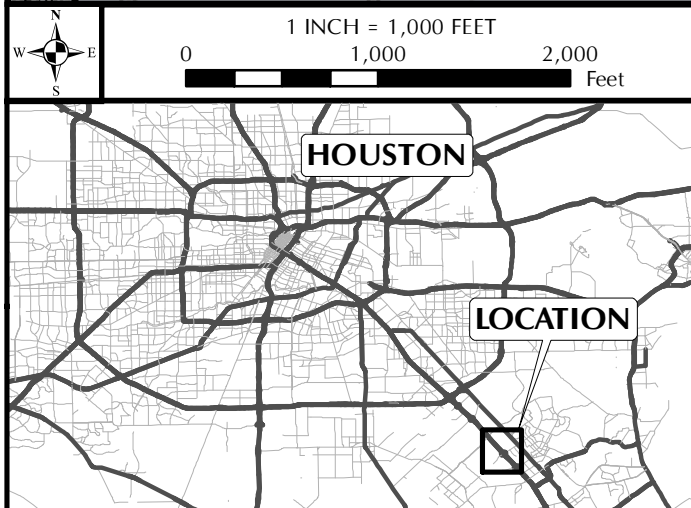
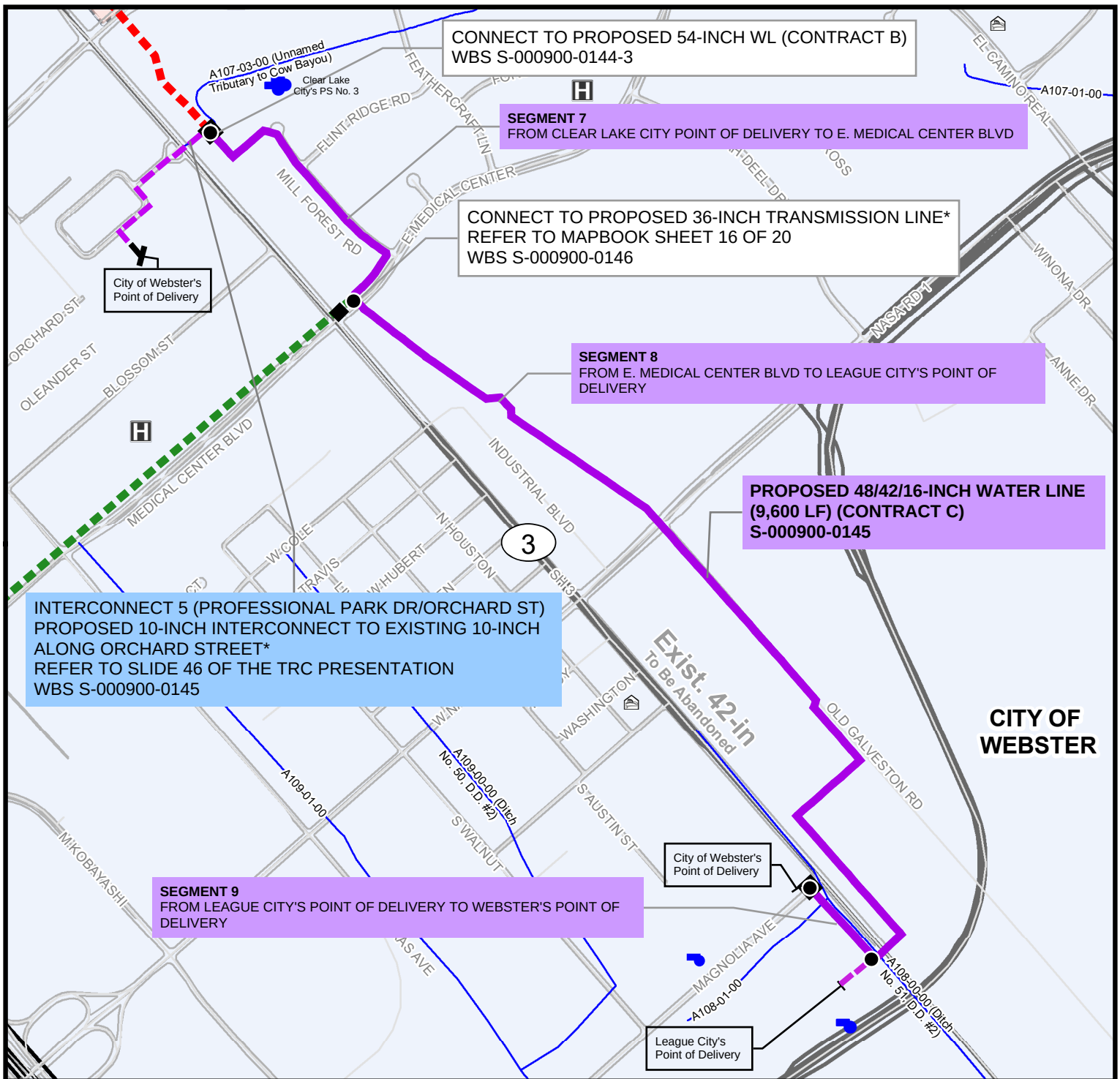
A LEO A DALY COMPANY

SWTP

SURFACE WATER TRANSMISSION PROGRAM



SUTP
CLIMATE WATER TRANSMISSION PROGRAM



CITY OF HOUSTON

MARCH 15, 2018

PROJECT MAP A - 4

WBS No. S-000900-0145-3

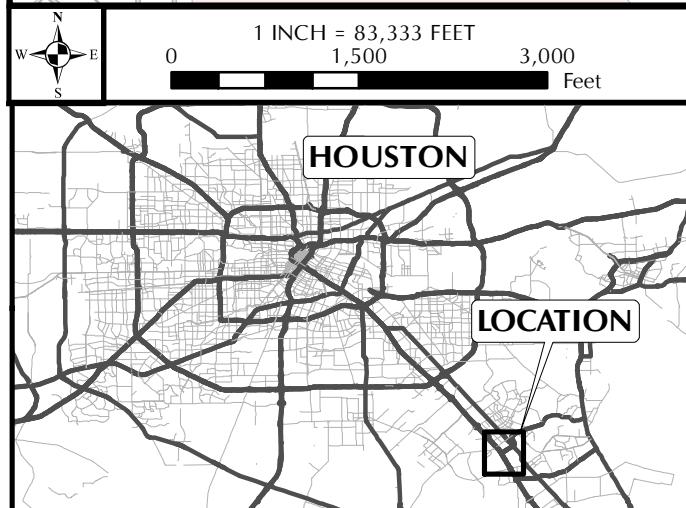
9,600 LF OF 48/42/16-INCH WATER LINE ALONG EASEMENTS AND HIGHWAY 3 FROM CLEAR LAKE CITY PUMP STATION NO. 3 TO MAGNOLIA AVENUE AND ABANDONMENT OF EXISTING 42-INCH WATER LINE ALONG OLD GALVESTON ROAD

KEY MAP GRID(S): 618T, X, Y
COUNCIL DISTRICT(S): E

- PROP. WL
- PROP. WL BY OTHERS (COLOR VARIES)
- EXISTING WL (24" & LARGER)
- SEGMENT LIMIT
- CONTRACT LIMIT
- ▬ CITY LIMITS
- POINT OF DELIVERY
- PUMP STATION
- *FINAL LOCATION TO BE DETERMINED DURING FINAL DESIGN
- School
- Hospital
- Police Station
- Fire Station

2925 Briarpark Drive
Houston, Tx 77042





SLURRY MIXER TRANSMISSION PROGRAM

EXHIBIT B
PARTICIPATION TABLES

See attached Participation Tables labeled B-1 through B-5.

Exhibit B - 1
Southeast Transmission Water Line Contract Participation Summary

WBS No. S-000900-0143 (Contract A) Total Project Cost 20,800 LF of 54-inch Water Line along Easements from Grayson Street to HCFCD Channel No. B-104-05-00		
Participant	Pro Rata Share ⁽¹⁾	Total Project Cost ⁽²⁾
City of Webster	7.85%	\$2,521,589
Gulf Coast Water Authority (GCWA)	50.5%	\$16,221,574
City of Friendswood	6.5%	\$2,099,569
Baybrook MUD #1	4.5%	\$1,460,305
HC MUD #55	4.8%	\$1,536,090
Clear Lake City Water Authority (CLCWA)	13.5%	\$4,329,097
City of Houston	12.2%	\$3,928,028
City of Pasadena	0.15%	\$46,748
Total	100.0%	\$32,143,000

WBS No. S-000900-0144 (Contract B) Total Project Cost 16,100 LF of 54-inch Water Line along Easements from HCFCD Channel No. B-104-05-00 to Clear Lake City Pump Station No. 3		
Participant	Pro Rata Share ⁽¹⁾	Total Project Cost ⁽²⁾
City of Webster	8.1%	\$2,548,328
Gulf Coast Water Authority (GCWA)	52.0%	\$16,307,970
City of Friendswood	6.7%	\$2,112,074
Baybrook MUD #1	4.7%	\$1,461,130
HC MUD #55	4.9%	\$1,551,176
Clear Lake City Water Authority (CLCWA)	13.9%	\$4,348,792
City of Houston	9.7%	\$3,041,530
Total	100.0%	\$31,371,000

WBS No. S-000900-0145 (Contract C) Total Project Cost 9,600 LF of 48/42/16-inch Water Line along Easements and Highway 3 from Clear Lake City Pump Station No. 3 to Magnolia Avenue and Abandonment of the 42-inch Water Line along Old Galveston Road		
Participant	Pro Rata Share ⁽¹⁾	Total Project Cost ⁽²⁾
City of Webster	10.7%	\$2,763,423
Gulf Coast Water Authority (GCWA)	77.2%	\$19,876,497
City of Friendswood	2.96%	\$762,151
Baybrook MUD #1	2.1%	\$534,086
HC MUD #55	1.96%	\$506,312
Clear Lake City Water Authority (CLCWA)	2.8%	\$725,550
City of Houston	2.28%	\$585,981
Total	100.0%	\$25,754,000

WBS No. S-000900-0146 (Contract D) Total Project Cost 12,800 LF of 36-inch Water Line south of Bay Area Boulevard, parallel to HCFCD Easement Unit A-111-00-00 and along W. Medical Center Boulevard from Highway 3 to Beamer Road and Abandonment of the 24-inch water line along Bay Area Boulevard		
Participant	Pro Rata Share ⁽¹⁾	Total Project Cost ⁽²⁾
City of Houston	33.9%	\$9,677,084
City of Webster	6.2%	\$1,770,713
Baybrook MUD #1	14.2%	\$4,067,649
HC MUD #55	19.4%	\$5,528,553
City of Friendswood	26.3%	\$7,501,001
Total	100.0%	\$28,545,000

⁽¹⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table

⁽²⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

Total Project Cost⁽²⁾ (Contracts A + B + C + D) \$117,813,000

Exhibit B - 2
Southeast Transmission Water Line Contract Participation Table
WBS No. S-000900-0143 (CONTRACT A)

20,800 LF of 54-inch Water Line along Easements from Grayson Street to HCFC Channel No. B-104-05-00

Segment 1 54" from Grayson St. (96") to the Pasadena Golf Course Point of Delivery			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	7.7%	\$276,892
Gulf Coast Water Authority (GCWA)	37.50	49.5%	\$1,780,020
City of Friendswood	4.84	6.4%	\$230,144
Baybrook MUD #1	3.37	4.5%	\$161,820
HC MUD #55	3.55	4.7%	\$169,012
Clear Lake City Water Authority (CLCWA)	10.00	13.2%	\$474,672
City of Houston	9.60	12.7%	\$456,692
City of Pasadena	1.00	1.3%	\$46,748
Total	75.69	100.0%	\$3,596,000

Segment 2 54" from Pasadena Golf Course Point of Delivery to Interconnect 1 (Red Star)			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	7.8%	\$1,144,806
Gulf Coast Water Authority (GCWA)	37.50	50.2%	\$7,367,854
City of Friendswood	4.84	6.5%	\$954,005
Baybrook MUD #1	3.37	4.5%	\$660,465
HC MUD #55	3.55	4.75%	\$697,157
Clear Lake City Water Authority (CLCWA)	10.00	13.4%	\$1,966,718
City of Houston	9.60	12.85%	\$1,885,995
Total	74.69	100.0%	\$14,677,000

Segment 3A 54" from Interconnect 1 (Red Star) to HCFC Channel No. B-104-05-00			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	7.93%	\$1,099,891
Gulf Coast Water Authority (GCWA)	37.50	51.0%	\$7,073,700
City of Friendswood	4.84	6.6%	\$915,420
Baybrook MUD #1	3.37	4.6%	\$638,020
HC MUD #55	3.55	4.83%	\$669,921
Clear Lake City Water Authority (CLCWA)	10.00	13.61%	\$1,887,707
City of Houston	8.40	11.43%	\$1,585,341
Total	73.49	100.0%	\$13,870,000

WBS No. S-000900-0143 (Contract A) Total Cost		
Participant	Pro Rata Share ⁽⁴⁾	Total Project Cost ⁽⁵⁾
City of Webster	7.85%	\$2,521,589
Gulf Coast Water Authority (GCWA)	50.5%	\$16,221,574
City of Friendswood	6.5%	\$2,099,569
Baybrook MUD #1	4.5%	\$1,460,305
HC MUD #55	4.8%	\$1,536,090
Clear Lake City Water Authority (CLCWA)	13.5%	\$4,329,097
City of Houston	12.2%	\$3,928,028
City of Pasadena	0.15%	\$46,748
Total	100.0%	\$32,143,000

⁽¹⁾ The capacity a Participant has in the Segment.

⁽²⁾ Percent of the total capacity each Participant has in the Segment. Total capacity for the segment is based on hydraulic modeling performed as part of the Feasibility Study Report.

⁽³⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

⁽⁴⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table.

⁽⁵⁾ The sum of the cost a Participant has in all the segments that constitute the respective Contract.
[Contract A = Segments(1 + 2 + 3A)]

Exhibit B - 3
Southeast Transmission Water Line Contract Participation Table
WBS No. S-000900-0144 (CONTRACT B)

16,100 LF of 54-inch Water Line along Easements from HCFC Channel No. B-104-05-00 to Clear Lake City Pump Station No. 3

Segment 3B 54" from HCFC Channel No. B-104-05-00 to Interconnect 2 (Clear Lake City Blvd.)			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	8.0%	\$274,960
Gulf Coast Water Authority (GCWA)	37.50	51.0%	\$1,752,870
City of Friendswood	4.84	6.6%	\$226,842
Baybrook MUD #1	3.37	4.6%	\$158,102
HC MUD #55	3.55	4.8%	\$164,976
Clear Lake City Water Authority (CLCWA)	10.00	13.6%	\$467,432
City of Houston	8.4	11.4%	\$391,818
Total	73.49	100.0%	\$3,437,000

Segment 4 54" from Interconnect 2 (Clear Lake City Blvd.) to Interconnect 3 (El Dorado Blvd.)			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	8.2%	\$1,127,582
Gulf Coast Water Authority (GCWA)	37.50	52.5%	\$7,219,275
City of Friendswood	4.84	6.8%	\$935,068
Baybrook MUD #1	3.37	4.7%	\$646,297
HC MUD #55	3.55	5.0%	\$687,550
Clear Lake City Water Authority (CLCWA)	10.00	14.0%	\$1,925,140
City of Houston	6.3	8.8%	\$1,210,088
Total	71.39	100.0%	\$13,751,000

Segment 5 54" from Interconnect 3 (El Dorado Blvd.) to Interconnect 4 (N. of Texas Ave.)			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	8.2%	\$564,980
Gulf Coast Water Authority (GCWA)	37.50	52.5%	\$3,617,250
City of Friendswood	4.84	6.8%	\$468,520
Baybrook MUD #1	3.37	4.7%	\$323,830
HC MUD #55	3.55	5.0%	\$344,500
Clear Lake City Water Authority (CLCWA)	10.00	14.0%	\$964,600
City of Houston	6.3	8.8%	\$606,320
Total	71.39	100.0%	\$6,890,000

Segment 6 54" from Interconnect 4 (N. of Texas Ave.) to Clear Lake City Point of Delivery			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	5.83	8.2%	\$580,806
Gulf Coast Water Authority (GCWA)	37.50	52.5%	\$3,718,575
City of Friendswood	4.84	6.8%	\$481,644
Baybrook MUD #1	3.37	4.7%	\$332,901
HC MUD #55	3.55	5.0%	\$354,150
Clear Lake City Water Authority (CLCWA)	10.00	14.0%	\$991,620
City of Houston	6.3	8.8%	\$623,304
Total	71.39	100.0%	\$7,083,000

⁽¹⁾ The capacity a Participant has in the Segment.

⁽²⁾ Percent of the total capacity each Participant has in the Segment. Total capacity for the segment is based on hydraulic modeling performed as part of the Feasibility Study Report.

⁽³⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

⁽⁴⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table.

⁽⁵⁾ The sum of the cost a Participant has in all the segments that constitute the respective Contract.
[Contract B = Segments (3B, 4, 5, 6) + Interconnect (2)]

Exhibit B - 3
Southeast Transmission Water Line Contract Participation Table
WBS No. S-000900-0144 (CONTRACT B)

16,100 LF of 54-inch Water Line along Easements from HCFCD Channel No. B-104-05-00 to Clear Lake City Pump Station No. 3

Interconnect 2 - Clear Lake City Boulevard			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Houston	1.2	100.0%	\$210,000
Total	1.2	100.0%	\$210,000

WBS No. S-000900-0144 (Contract B) Total Cost		
Participant	Pro Rata Share ⁽⁴⁾	Total Project Cost ⁽⁵⁾
City of Webster	8.1%	\$2,548,328
Gulf Coast Water Authority (GCWA)	52.0%	\$16,307,970
City of Friendswood	6.7%	\$2,112,074
Baybrook MUD #1	4.7%	\$1,461,130
HC MUD #55	4.9%	\$1,551,176
Clear Lake City Water Authority (CLCWA)	13.9%	\$4,348,792
City of Houston	9.7%	\$3,041,530
Total	100.0%	\$31,371,000

⁽¹⁾ The capacity a Participant has in the Segment.

⁽²⁾ Percent of the total capacity each Participant has in the Segment. Total capacity for the segment is based on hydraulic modeling performed as part of the Feasibility Study Report.

⁽³⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

⁽⁴⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table.

⁽⁵⁾ The sum of the cost a Participant has in all the segments that constitute the respective Contract.
[Contract B = Segments (3B, 4, 5, 6) + Interconnect (2)]

Exhibit B-4
Southeast Transmission Water Line Contract Participation Table
WBS No. S-000900-0145 (CONTRACT C)

9,600 LF of 48/42/16-inch Water Line along Easements and Highway 3 from Clear Lake City Pump Station No. 3 to Magnolia Avenue and Abandonment of the 42-inch Water Line along Old Galveston Road

Segment 7 48" from Clear Lake City Point of Delivery to E. Medical Center Blvd			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	2.92	4.9%	\$223,538
Gulf Coast Water Authority (GCWA)	37.50	64.1%	\$2,924,242
City of Friendswood	4.84	8.3%	\$378,646
Baybrook MUD #1	3.37	5.8%	\$264,596
HC MUD #55	3.55	6.1%	\$278,282
City of Houston	6.3	10.8%	\$492,696
Total	58.48	100.0%	\$4,562,000

Segment 8 42" from E. Medical Center Blvd to League City (Highway 3) Point of Delivery (League City - GCWA Facility)			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	2.92	7.2%	\$1,203,480
Gulf Coast Water Authority (GCWA)	37.50	92.8%	\$15,511,520
Total	40.42	100.0%	\$16,715,000

Segment 9 16" from League City (Highway 3) Point of Delivery to Webster (Highway 3) Point of Delivery			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	2.92	100.0%	\$520,000
Total	2.92	100.0%	\$520,000

Interconnect 5 - Webster (Professional Park Dr / Orchard St) - SETL			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	2.92	100.0%	\$502,000
Total	2.92	100.0%	\$502,000

Abandonment of the 42-inch waterline along OGR			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽⁴⁾	Project Cost ⁽³⁾
City of Webster	3.97	9.1%	\$314,405
Gulf Coast Water Authority (GCWA)	18.17	41.7%	\$1,440,735
City of Friendswood	4.84	11.1%	\$383,505
Baybrook MUD #1	3.38	7.8%	\$269,490
HC MUD #55	2.89	6.6%	\$228,030
Clear Lake City Water Authority (CLCWA)	9.12	21.0%	\$725,550
City of Houston	1.16	2.7%	\$93,285
Total	43.53	100.0%	\$3,455,000

WBS No. S-000900-0145 (Contract C) Total Cost		
Participant	Pro Rata Share ⁽⁵⁾	Total Project Cost ⁽⁶⁾
City of Webster	10.7%	\$2,763,423
Gulf Coast Water Authority (GCWA)	77.2%	\$19,876,497
City of Friendswood	2.96%	\$762,151
Baybrook MUD #1	2.1%	\$534,086
HC MUD #55	1.96%	\$506,312
Clear Lake City Water Authority (CLCWA)	2.8%	\$725,550
City of Houston	2.28%	\$585,981
Total	100.0%	\$25,754,000

⁽¹⁾ The capacity a Participant has in the Segment.

⁽²⁾ Percent of the total capacity each Participant has in the Segment. Total capacity for the segment is based on hydraulic modeling performed as part of the Feasibility Study Report.

⁽³⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

⁽⁴⁾ Percentages based on the existing "Amendment to Cost Sharing Agreement Southeast Water Purification Plant (Restated and Amended)" Contract.

⁽⁵⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table.

⁽⁶⁾ The sum of the cost a Participant has in all the segments that constitute the respective Contract.

[Contract C = Segments(7 + 8 + 9) + Interconnect (5) + Abandonment]

Exhibit B - 5
Southeast Transmission Water Line Contract Participation Table
WBS No. S-000900-0146 (CONTRACT D)

**12,800 LF of 36-inch Water Line south of Bay Area Boulevard, parallel to HCFCD Easement Unit A-111-00-00
and along W. Medical Center Boulevard from Highway 3 to Beamer Road and Abandonment of
the 24-inch water line along Bay Area Boulevard**

Segment 10 - Highway 3 to City of Webster Point of Delivery			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Houston	6.30	33.1%	\$3,261,343
City of Webster	1.00	5.2%	\$512,356
Baybrook MUD #1	3.37	17.7%	\$1,743,981
HC MUD #55	3.55	18.6%	\$1,832,658
City of Friendswood	4.84	25.4%	\$2,502,662
Total	19.06	100.0%	\$9,853,000

Segment 11 - City of Webster Point of Delivery to City of Houston Point of Delivery (PRV #101)			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Houston	6.30	33.1%	\$2,951,196
City of Webster	1.00	5.2%	\$463,632
Baybrook MUD #1	3.37	17.7%	\$1,578,132
HC MUD #55	3.55	18.6%	\$1,658,376
City of Friendswood	4.84	25.4%	\$2,264,664
Total	19.06	100.0%	\$8,916,000

Segment 12 - From City of Houston Point of Delivery (PRV #101) to Baybrook MUD #1 Point of Delivery			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Houston	4.40	25.7%	\$586,474
City of Webster	1.00	5.8%	\$132,356
Baybrook MUD #1	3.37	19.6%	\$447,272
HC MUD #55	3.55	20.7%	\$472,374
City of Friendswood	4.84	28.2%	\$643,524
Total	17.16	100.0%	\$2,282,000

Segment 13 - From Baybrook MUD #1 Point of Delivery to Beamer Road			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Houston	4.40	31.9%	\$1,679,535
City of Webster	1.00	7.3%	\$384,345
HC MUD #55	3.55	25.7%	\$1,353,105
City of Friendswood	4.84	35.1%	\$1,848,015
Total	13.79	100.0%	\$5,265,000

Interconnect 6 - Webster (Plumley St) - BATL ⁽⁴⁾			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Webster	1.00	100.0%	\$185,000
Total	1.00	100.0%	\$185,000

⁽¹⁾ The capacity a Participant has in the Segment.

⁽²⁾ Percent of the total capacity each Participant has in the Segment. Total capacity for the segment is based on hydraulic modeling performed as part of the Feasibility Study Report.

⁽³⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

⁽⁴⁾ Bay Area Replacement Transmission Water Line.

⁽⁵⁾ Percentages based on the existing "Amendment to Cost Sharing Agreement Southeast Water Purification Plant (Restated and Amended)" Contract.

⁽⁶⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table.

⁽⁷⁾ The sum of the cost a Participant has in all the segments that constitute the respective Contract.
[Contract D = Segments (10 + 11 + 12 + 13) + Interconnects (6 + 7 + 8) + Abandonment]

Exhibit B - 5
Southeast Transmission Water Line Contract Participation Table
WBS No. S-000900-0146 (CONTRACT D)

**12,800 LF of 36-inch Water Line south of Bay Area Boulevard, parallel to HCFCD Easement Unit A-111-00-00
and along W. Medical Center Boulevard from Highway 3 to Beamer Road and Abandonment of
the 24-inch water line along Bay Area Boulevard**

Interconnect 7 - City of Houston PRV #101			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
City of Houston	1.90	100.0%	\$546,000
Total	1.90	100.0%	\$546,000

Interconnect 8 - Baybrook MUD #1			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽²⁾	Project Cost ⁽³⁾
Baybrook MUD #1	3.37	100.0%	\$130,000
Total	3.37	100.0%	\$130,000

Abandonment of the 24-inch water line along Bay Area Boulevard			
Participant	MGD Capacity ⁽¹⁾	Percent ⁽⁵⁾	Project Cost ⁽³⁾
City of Houston	13.08	47.7%	\$652,536
City of Webster	1.86	6.8%	\$93,024
Baybrook MUD #1	3.38	12.3%	\$168,264
HC MUD #55	4.252	15.5%	\$212,040
City of Friendswood	4.84	17.7%	\$242,136
Total	27.412	100.0%	\$1,368,000

WBS No. S-000900-0146 (Contract D) Total Cost		
Participant	Pro Rata Share ⁽⁶⁾	Total Project Cost ⁽⁷⁾
City of Houston	33.9%	\$9,677,084
City of Webster	6.2%	\$1,770,713
Baybrook MUD #1	14.2%	\$4,067,649
HC MUD #55	19.4%	\$5,528,553
City of Friendswood	26.3%	\$7,501,001
Total	100.0%	\$28,545,000

⁽¹⁾ The capacity a Participant has in the Segment.

⁽²⁾ Percent of the total capacity each Participant has in the Segment. Total capacity for the segment is based on hydraulic modeling performed as part of the Feasibility Study Report.

⁽³⁾ Project costs for the Segment, includes Engineering Costs, Real Estate Costs, Construction Costs, and Contingencies, except any of such costs that are incurred exclusively for the benefit of one Party and with that Party's prior written approval.

⁽⁴⁾ Bay Area Replacement Transmission Water Line.

⁽⁵⁾ Percentages based on the existing "Amendment to Cost Sharing Agreement Southeast Water Purification Plant (Restated and Amended)" Contract.

⁽⁶⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table.

⁽⁷⁾ The sum of the cost a Participant has in all the segments that constitute the respective Contract.

[Contract D = Segments (10 + 11 + 12 + 13) + Interconnects (6 + 7 + 8) + Abandonment]

EXHIBIT C
PROJECT BUDGET

See attached.

Exhibit C - 1
Southeast Transmission Water Line Contract Amendment Project Overall Budget

Project Item	Appropriation	FY 19	FY 20	FY 21	FY 22	FY 23	TOTAL
Contracts WBS No. S-000900-0143 (A), -0144 (B), -0145 (C) & -0146 (D) and Technical Services (Amendment 2)							
City of Webster		\$1,872,814		\$1,936,660	\$2,095,328	\$3,699,250	\$9,604,053
Gulf Coast Water Authority (GCWA)		\$10,084,569		\$12,393,616	\$13,479,407	\$16,448,449	\$52,406,041
City of Friendswood		\$2,511,071		\$1,605,119	\$1,744,649	\$6,613,957	\$12,474,795
Baybrook MUD #1		\$1,512,726		\$1,110,419	\$1,213,449	\$3,686,576	\$7,523,170
HC MUD #55		\$1,837,959		\$1,178,852	\$1,276,423	\$4,828,898	\$9,122,132
Clear Lake City Water Authority (CLCWA)		\$1,900,771		\$3,304,964	\$3,597,287	\$600,416	\$9,403,439
City of Houston		\$3,453,180		\$2,311,481	\$3,264,016	\$8,203,946	\$17,232,623
City of Pasadena		\$7,902		\$0	\$38,846	\$0	\$46,748
TOTAL		\$23,180,991		\$23,841,112	\$26,709,405	\$44,081,492	\$117,813,000

Exhibit C - 2
Southeast Transmission Water Line Contract Amendment Project Budget Breakdown

WBS	Participant	Pro Rata Share ⁽¹⁾	FY 19	FY 20	FY 21	FY 22	FY 23	TOTAL PROJECT COST
S-000900-0142 Technical Services (A)	City of Webster	7.85%	\$85,743					\$85,743
	Gulf Coast Water Authority (GCWA)	50.5%	\$551,590					\$551,590
	City of Friendswood	6.5%	\$71,393					\$71,393
	Baybrook MUD 1	4.5%	\$49,655					\$49,655
	HC MUD 55	4.8%	\$52,232					\$52,232
	Clear Lake City Water Authority (CLCWA)	13.5%	\$147,204					\$147,204
	City of Houston	12.2%	\$133,567					\$133,567
	City of Pasadena	0.15%	\$1,590					\$1,590
	SUB-TOTAL		\$1,092,974					\$1,092,974
S-000900-0142 Technical Services (B)	City of Webster	8.1%	\$63,123					\$63,123
	Gulf Coast Water Authority (GCWA)	52.0%	\$403,956					\$403,956
	City of Friendswood	6.7%	\$52,317					\$52,317
	Baybrook MUD 1	4.7%	\$36,193					\$36,193
	HC MUD 55	4.9%	\$38,423					\$38,423
	Clear Lake City Water Authority (CLCWA)	13.9%	\$107,722					\$107,722
	City of Houston	9.7%	\$75,340					\$75,340
	SUB-TOTAL		\$777,075					\$777,075
S-000900-0142 Technical Services (C)	City of Webster	10.7%	\$126,215					\$126,215
	Gulf Coast Water Authority (GCWA)	77.2%	\$907,830					\$907,830
	City of Friendswood	2.96%	\$34,810					\$34,810
	Baybrook MUD 1	2.1%	\$24,394					\$24,394
	HC MUD 55	1.96%	\$23,125					\$23,125
	Clear Lake City Water Authority (CLCWA)	2.8%	\$33,138					\$33,138
	City of Houston	2.28%	\$26,764					\$26,764
	SUB-TOTAL		\$1,176,277					\$1,176,277
S-000900-0142 Technical Services (D)	City of Webster	6.2%	\$53,965					\$53,965
	Baybrook MUD 1	14.2%	\$123,968					\$123,968
	HC MUD 55	19.4%	\$168,491					\$168,491
	City of Friendswood	26.3%	\$228,605					\$228,605
	City of Houston	33.9%	\$294,924					\$294,924
	SUB-TOTAL		\$869,953					\$869,953
S-000900-0143 (A)	City of Webster	7.85%	\$340,518			\$2,095,328		\$2,435,846
	Gulf Coast Water Authority (GCWA)	50.5%	\$2,190,577			\$13,479,407		\$15,669,984
	City of Friendswood	6.5%	\$283,528			\$1,744,649		\$2,028,176
	Baybrook MUD 1	4.5%	\$197,201			\$1,213,449		\$1,410,650
	HC MUD 55	4.8%	\$207,435			\$1,276,423		\$1,483,858
	Clear Lake City Water Authority (CLCWA)	13.5%	\$584,605			\$3,597,287		\$4,181,893
	City of Houston	12.2%	\$530,445			\$3,264,016		\$3,794,461
	City of Pasadena	0.15%	\$6,313			\$38,846		\$45,158
	SUB-TOTAL		\$4,340,621			\$26,709,405		\$31,050,026
S-000900-0144 (B)	City of Webster	8.1%	\$548,544		\$1,936,660			\$2,485,205
	Gulf Coast Water Authority (GCWA)	52.0%	\$3,510,397		\$12,393,616			\$15,904,014
	City of Friendswood	6.7%	\$454,638		\$1,605,119			\$2,059,757
	Baybrook MUD 1	4.7%	\$314,518		\$1,110,419			\$1,424,937
	HC MUD 55	4.9%	\$333,901		\$1,178,852			\$1,512,753
	Clear Lake City Water Authority (CLCWA)	13.9%	\$936,106		\$3,304,964			\$4,241,070
	City of Houston	9.7%	\$654,709		\$2,311,481			\$2,966,190
	SUB-TOTAL		\$6,752,813		\$23,841,112			\$30,593,925
S-000900-0145 (C)	City of Webster	10.7%	\$350,385				\$2,286,823	\$2,637,208
	Gulf Coast Water Authority (GCWA)	77.2%	\$2,520,218				\$16,448,449	\$18,968,667
	City of Friendswood	2.96%	\$96,636				\$630,705	\$727,341
	Baybrook MUD 1	2.1%	\$67,719				\$441,974	\$509,692
	HC MUD 55	1.96%	\$64,197				\$418,990	\$483,187
	Clear Lake City Water Authority (CLCWA)	2.8%	\$91,995				\$600,416	\$692,412
	City of Houston	2.28%	\$74,299				\$484,918	\$559,217
	SUB-TOTAL		\$3,265,449				\$21,312,274	\$24,577,723
S-000900-0146 (D)	City of Webster	6.2%	\$304,320				\$1,412,428	\$1,716,748
	Baybrook MUD 1	14.2%	\$699,078				\$3,244,603	\$3,943,681
	HC MUD 55	19.4%	\$950,154				\$4,409,908	\$5,360,062
	City of Friendswood	26.3%	\$1,289,144				\$5,983,252	\$7,272,396
	City of Houston	33.9%	\$1,663,133				\$7,719,027	\$9,382,160
	SUB-TOTAL		\$4,905,829				\$22,769,218	\$27,675,047
Total			\$23,180,991		\$23,841,112	\$26,709,405	\$44,081,492	\$117,813,000

⁽¹⁾ Pro Rata Share percentages calculated as a percentage of each participant's cost of the total project cost. Pro Rata Share percentages calculated to ten decimals not shown on table

Exhibit C - 3
Southeast Transmission Water Line Contract Amendment Project Budget

WBS	Contract	Project Name/Project Item	Appropriation	FY 19	FY 20	FY 21	FY 22	FY 23	Subtotal ⁽⁹⁾	TOTAL		
S-000900-0142	A	Technical Services ⁽¹⁾								\$1,092,974	\$3,916,279	
		Engineering ⁽²⁾	\$923,000									
		Cost Recovery/Design Phase ⁽³⁾	\$83,600									
		Construction ⁽⁴⁾										
		Cost Recovery/Construction Phase ⁽⁵⁾										
		Contingency ⁽⁶⁾	\$86,374									
	B	Engineering ⁽²⁾	\$634,900							\$777,075		
		Cost Recovery/Design Phase ⁽³⁾	\$74,800									
		Construction ⁽⁴⁾										
		Cost Recovery/Construction Phase ⁽⁵⁾										
		Contingency ⁽⁶⁾	\$67,375									
		Engineering ⁽²⁾	\$1,026,850									\$1,176,277
	C	Cost Recovery/Design Phase ⁽³⁾	\$66,400									
		Construction ⁽⁴⁾										
		Cost Recovery/Construction Phase ⁽⁵⁾										
		Contingency ⁽⁶⁾	\$83,027									
		D	Engineering ⁽²⁾	\$718,275								
			Cost Recovery/Design Phase ⁽³⁾	\$72,000								
	Construction ⁽⁴⁾											
	Cost Recovery/Construction Phase ⁽⁵⁾											
	Contingency ⁽⁶⁾		\$79,678									
	SUB-TOTAL		\$3,916,279									
S-000900-0143	A	54-inch water line along Easements from Grayson Street to HCFCD Channel No. B-104-05-00									\$31,050,026	
		Engineering ⁽²⁾	\$2,665,000									
		Cost Recovery/Design Phase ⁽³⁾	\$334,400									
		Construction ⁽⁴⁾				\$20,806,000						
		Cost Recovery/Construction Phase ⁽⁵⁾				\$695,000						
		Contingency ⁽⁶⁾	\$325,221			\$3,840,405						
		Real Estate ⁽⁷⁾	\$1,016,000									
		Inflation ⁽⁸⁾				\$1,368,000						
		SUB-TOTAL	\$4,340,621			\$26,709,405						
		S-000900-0144	B	54-inch Water Line along Easements from HCFCD Channel No. B-104-05-00 to Clear Lake City Pump Station No. 3								
Engineering ⁽²⁾	\$2,375,000											
Cost Recovery/Design Phase ⁽³⁾	\$299,200											
Construction ⁽⁴⁾					\$18,776,000							
Cost Recovery/Construction Phase ⁽⁵⁾					\$620,000							
Contingency ⁽⁶⁾	\$295,513				\$3,491,112							
Real Estate ⁽⁷⁾	\$3,783,100											
Inflation ⁽⁸⁾					\$954,000							
SUB-TOTAL	\$6,752,813				\$23,841,112							
S-000900-0145	C			48/42/16-inch Water Line along Easements and Highway 3 from Clear Lake City Pump Station No. 3 to Magnolia Avenue and Abandonment of the 42-inch Water Line along Old Galveston Road								
		Engineering ⁽²⁾	\$2,110,250									
		Cost Recovery/Design Phase ⁽³⁾	\$265,600									
		Construction ⁽⁴⁾					\$16,402,000					
		Cost Recovery/Construction Phase ⁽⁵⁾					\$550,500					
		Contingency ⁽⁶⁾	\$268,699				\$3,183,774					
		Real Estate ⁽⁷⁾	\$620,900									
		Inflation ⁽⁸⁾					\$1,176,000					
		SUB-TOTAL	\$3,265,449		\$21,312,274							
		S-000900-0146	D	36-inch Water Line south of Bay Area Boulevard, parallel to HCFCD Easement Unit A-111-00-00 and along W. Medical Center Boulevard from Highway 3 to Beamer Road and Abandonment of the 24-inch water line along Bay Area Boulevard								
Engineering ⁽²⁾	\$2,276,885											
Cost Recovery/Design Phase ⁽³⁾	\$288,000											
Construction ⁽⁴⁾							\$17,032,920					
Cost Recovery/Construction Phase ⁽⁵⁾							\$593,970					
Contingency ⁽⁶⁾	\$372,944						\$3,929,328					
Real Estate ⁽⁷⁾	\$1,968,000											
Inflation ⁽⁸⁾							\$1,213,000					
SUB-TOTAL	\$4,905,829				\$22,769,218							

⁽¹⁾ Technical Services Cost: Technical Advisor support, design reviews, Metes-&-Bounds surveying, real estate support services, transient analysis, hydraulic modeling and shutdown planning, SCADA and metering design (at Participant Water Plants only), corrosion protection, cathodic protection commissioning and

⁽²⁾ Engineering Cost: Design, additional services and testing services (8%)

⁽³⁾ Cost Recovery during Design Phase: City of Houston Salary Recovery (15%)

⁽⁴⁾ Construction Cost: Raw construction, construction management (6%), and construction phase services (2%)

⁽⁵⁾ Cost Recovery during Construction Phase: City of Houston CIP Cost Recovery (3%)

⁽⁶⁾ Contingency Cost: Contingencies and design during construction (5%)

⁽⁷⁾ Real Estate Cost: Easement Acquisition and closing cost

⁽⁸⁾ Inflation Cost (2.5% Per Year)

⁽⁹⁾ Cost do not account for an Engineer Program Manager

EXHIBIT C - 4
Phase I Participation

54" from Genoa Red Bluff to City of Pasadena's Take-Point Alpha 1 (From Point A1 to A2)		
54" Length (LF)	2,460.00	
Entity	Allocation (MGD)	Percentage
City of Pasadena ⁽¹⁾	1.00	1.23%
Webster	5.00	6.17%
GCWA	37.5	46.28%
Friendswood	4.84	5.97%
Baybrook MUD 1	1.80	2.22%
HC MUD 55	2.89	3.57%
CLCWA	10.00	12.34%
City of Houston	18.00	22.21%
Total	81.03	100.00%

54" from City of Pasadena's Take-Point to Clear Lake City Blvd Alpha 2 (From Point A2 to B)		
54" Length (LF)	23,940.00	
Entity	Allocation (MGD)	Percentage
Webster	5.00	6.25%
GCWA	37.5	46.86%
Friendswood	4.84	6.05%
Baybrook MUD 1	1.80	2.25%
HC MUD 55	2.89	3.61%
CLCWA	10.00	12.50%
City of Houston	18.00	22.49%
Total	80.03	100.00%

42" from Bay Area Blvd. to GWCA Gamma (From Point C to D)		
42" Length (LF)	18,150.00	
Entity	Allocation (MGD)	Percentage
Webster	2.50	6.25%
GCWA	37.5	93.75%
Total	40.00	100.00%

48" from Clear Lake City Blvd to Bay Area Blvd Beta (From Point B to C)		
48" Length (LF)	15,070.00	
Entity	Allocation (MGD)	Percentage
Webster	5.00	8.06%
GCWA	37.50	60.45%
Friendswood	4.84	7.80%
Baybrook MUD 1	1.80	2.90%
HC MUD 55	2.89	4.66%
CLCWA	10.00	16.12%
City of Houston	0.00	0.00%
Total	62.03	100.00%

36" Bay Area Blvd Delta (From Point C to F)		
36" Length (LF)	3,500.00	
Entity	Allocation (MGD)	Percentage
Webster	2.50	11.35%
GCWA	4.84	21.97%
Friendswood	1.80	8.17%
Baybrook MUD 1	2.89	13.12%
HC MUD 55	10.00	45.39%
Total	22.03	100.00%

36" from Clear Lake City Blvd Epsilon (From Point B to E)		
36" Length (LF)	3,500.00	
Entity	Allocation (MGD)	Percentage
City of Houston	18.00	100.00%
Total	18.00	100.00%

PER Cost Allocation Table													
	Alpha 1		Alpha 2		Beta		Gamma		Delta		Epsilon		Composite
Transmission Pipe Length	2,460 Feet		23,940 Feet		15,070 Feet		18,150 Feet		3,500 Feet		2,500 Feet		
	Allocation %	Weighted %	Allocation %	Weighted %	Allocation %	Weighted %	Allocation %	Weighted %	Allocation %	Weighted %	Allocation %	Weighted %	
City of Pasadena ⁽¹⁾	1.23	30.36											30.36 0.05%
Webster	6.17	151.80	6.25	1,495.69	8.06	1,214.73	6.25	1,134.38	11.35	397.19			4,393.78 6.7%
GCWA	46.28	1,138.47	46.86	11,217.67	60.45	9,110.51	93.75	17,015.63	21.97	768.95			39,251.22 59.8%
Friendswood	5.97	146.94	6.05	1,447.83	7.80	1,175.86			8.17	285.97			3,056.60 4.7%
Baybrook MUD 1	2.22	54.65	2.25	538.45	2.90	437.30			13.12	459.15			1,489.55 2.3%
HC MUD 55	3.57	87.74	3.61	864.51	4.66	702.12			45.39	1,588.74			3,243.11 4.9%
CLCWA	12.34	303.59	12.50	2,991.38	16.12	2,429.47							5,724.44 8.7%
City of Houston	22.21	546.46	22.49	5,384.48							100.00	2,500.00	8,430.95 12.8%
	100.00		100.00		100.00		100.00		100.00		100.00		100.00%
		2,460.00		23,940.00		15,070.00		18,150.00		3,500.00		2,500.00	65,620.00

⁽¹⁾ City of Pasadena was included to the Phase I Participation Table of the existing "Amendment to Cost Sharing Agreement Southeast Water Purification Plant (Restated and Amended)" Contract.

EXHIBIT D
PROJECT SCHEDULE

See attached.

EXHIBIT D

SOUTHEAST TRANSMISSION WATER LINE CONTRACT SCHEDULE

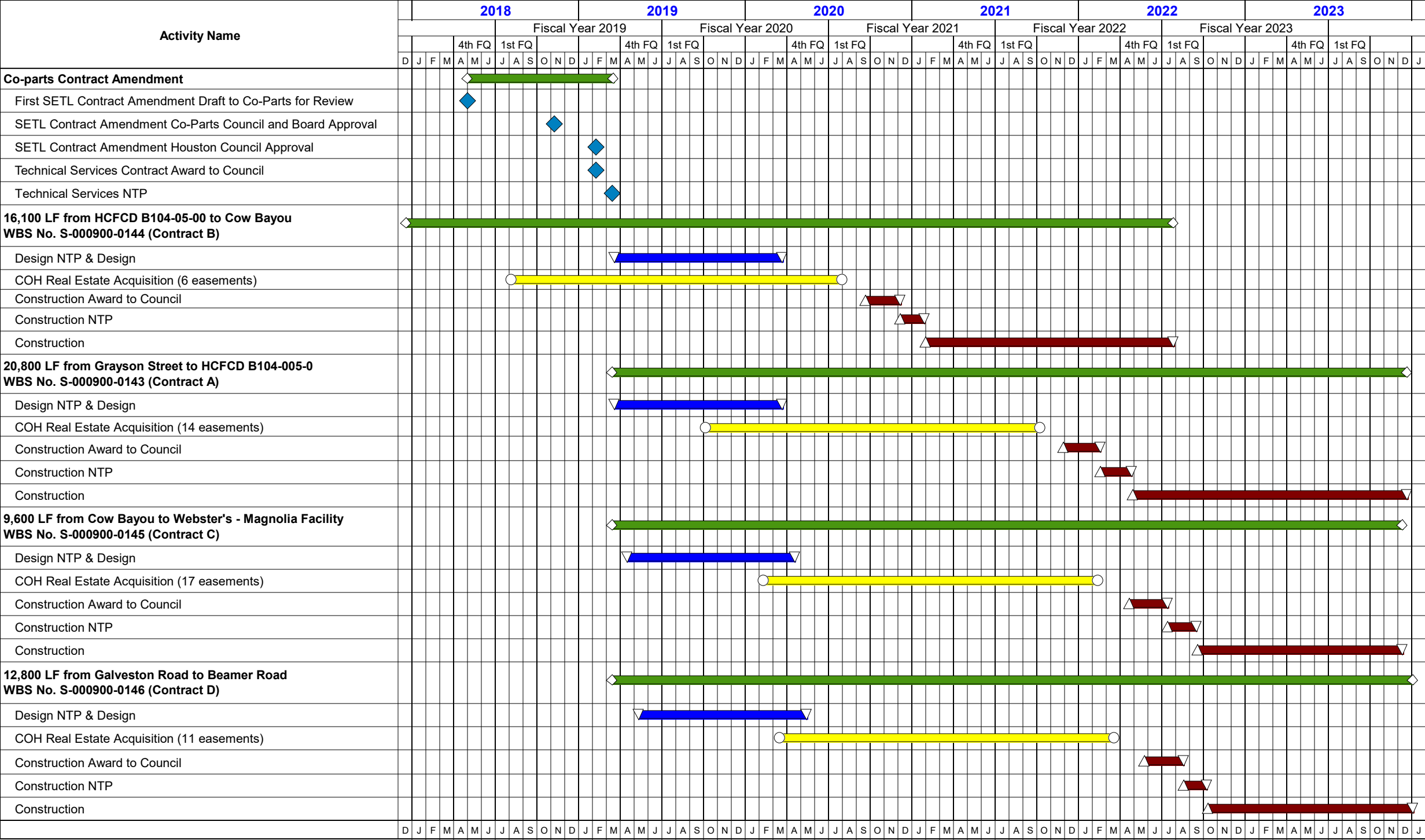


EXHIBIT E
CASH CALL SCHEDULE

See attached.

Exhibit E
Southeast Transmission Water Line Contract Amendment Project Cash Call Schedule

Co-Participants	FY19	FY20	FY21	FY22	FY23	Total
Notice of Upcoming Cash Call Date	N/A	N/A	10/20/2019	10/19/2020	10/19/2021	
Cash Call Date	2/1/2019	N/A	2/17/2020	2/16/2021	2/16/2022	
Cash Call Due Date	4/2/2019	N/A	5/17/2020	5/17/2021	5/17/2022	
Baybrook MUD 1	1,512,725.00	-	1,110,419.00	1,213,448.00	3,686,576.00	7,523,168.00
City of Friendswood	2,511,070.00	-	1,605,119.00	1,744,648.00	6,613,956.00	12,474,793.00
City of Houston	3,453,184.00	-	2,311,483.00	3,264,020.00	8,203,949.00	17,232,636.00
City of Pasadena	7,902.00	-	-	38,845.00	-	46,747.00
City of Webster	1,872,813.00	-	1,936,660.00	2,095,328.00	3,699,250.00	9,604,051.00
Clear Lake City Water Authority (CLCWA)	1,900,771.00	-	3,304,964.00	3,597,287.00	600,416.00	9,403,438.00
Gulf Coast Water Authority (GCWA)	10,084,568.00	-	12,393,616.00	13,479,407.00	16,448,448.00	52,406,039.00
HC MUD 55	1,837,958.00	-	1,178,851.00	1,276,422.00	4,828,897.00	9,122,128.00
Total	\$ 23,180,991.00	\$ -	\$ 23,841,112.00	\$ 26,709,405.00	\$ 44,081,492.00	\$ 117,813,000.00

*** The dates and amounts are merely estimates and the Project Director may update the schedule in accordance with Section 2.1



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed 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: March 4, 2019

Prepared by: CM Gustafson

Date Submitted: February 21, 2019

Subject: Safety Netting at Renwick Park

Originating Department: Mayor and Council

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☒ Significant ☐ Elective ☐

SUMMARY / ORIGINATING CAUSE

Recently, the Board of Directors of the PONY Baseball league approached the City seeking assistance in the installation of safety netting between two of the fields at Renwick Park. This facility houses the City's youth baseball program and has operated fluently for a number of years.

In an effort to enhance safety, the League undertook field netting at their main entrance adjacent to Field 5 to the tune of \$36K. This is in addition to over \$95K worth of capital improvements installed or soon to be installed by the League at Renwick in 2019 (field modifications and maintenance, 8 new scoreboards, etc.).

The League is requesting \$30K for the second set of netting between two additional fields.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This request is similar to those in years past by user groups such as: (1) FAST seeking assistance with the pool heater; (2) Broncos Football seeking assistance with a storage shed and scoreboard; and (3) the recent Schultz Sportspark improvements for Girls Softball. Failure to install the netting could result in a spectator or passer by being hit by foul balls.

ASSOCIATED COSTS/FUNDING SOURCE

Recommend the use of \$30K worth of General Fund Balance above 90-Days to assist the League with this effort.

ATTACHMENTS

[PONY and FWLL Past Projects List](#)

Pivot Summary by Year and Category

Row Labels	Sum of Recurring	Sum of Improvements	Sum of Total
2012	\$ 25,050	\$ 23,350	\$ 48,400
2013	49,870	12,700	62,570
2014	35,100	17,200	52,300
2015	29,625		29,625
2016	25,260	54,950	80,210
2017	17,900	30,600	48,500
2018	36,930		36,930
(blank)			
Grand Total	\$ 219,735	\$ 138,800	\$ 358,535

2019

Field 3 & 5 conversions \$35,000

Field Maintenance 4,000

Backstop netting field 5 36,500

8 New Scoreboards 60,803

2019 Total		\$132,303	\$132,303
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Grand Total since 2012	\$ 219,735	\$ 271,103	\$ 490,838
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Year	Description
2018	TV board room
2018	Flag Pole - middle of park
2017	Installed LED Lights for batting cages
2017	add 2 new sprinkler zones on field 4
2017	Purchased new Kabota Mower
2017	Purchase turf tires for tractor
2017	Purchase new grass catching attachment
2017	Purchase Large Rolling Box Fans for indoor cages
2016	New tarps for all fields
2016	Build 2 new outdoor cages along Field 4 foul lines
2016	Install warning track around full perimeter of field 4
2016	Purchase 9 protective L-Screens
2016	Purchased new scag mower
2015	warning track for field #4
2015	Purchase Tarp Weights for all Fields
2015	Pour cement in outdoor cages to fill in center gap
2015	Install turf in indoor batting cages
2015	Purchase 8 portable pitching mounds
2015	Purchase 55 gallon spray tank with motor
2013	Safety netting between Field 6 and Parking lot
2013	Repair backstop netting fields 3,4,5&6
2013	Install new netting above Field 7
2013	Install windscreen on all fields and dugouts
2013	Install Backstop Padding behind homeplate on all fields
2013	Install outfield sprinklers for fields 1, 4 & 6
2013	Installed cover bleacher seating on fields 5,8 &9
2012	New cover for existing picnic area
2012	Dugout renovation for field 5 & 6
2012	New outfield fence field 4
2012	Outfield fence repair Field #2
2012	Ventilation Fans for indoor batting cages
2012	New 3 Wheeler Bunker Rake for fields
2012	Purchase new tractor

Year	Description	Recurring	Improvements	Total
2018	2018 \$26,760 General Field Maintenance	26,750		26,750
2018	2018 \$10,180 Park and Equipment Repairs	10,180		10,180
2017	2017 \$30,600 Field 4 Upgrades and Irrigation		30,600	30,600
2017	2017 \$13,350 General Field Maintenance	13,350		13,350
2017	2017 \$4,550 Repairs	4,550		4,550
2016	2016 \$4,950 Field 4 Upgrades and Irrigation (outdoor cages)		54,950	54,950
2016	2016 \$9,700 General Field Maintenance	9,700		9,700
2016	2016 \$15,560 Repairs	15,560		15,560
2015	2015 \$16,150 Field Drainage Improvements	16,150		16,150
2015	2015 \$11,200 General Field Maintenance	11,200		11,200
2015	2015 \$2,275 Repairs	2,275		2,275
2014	2014 \$14,900 Upgrade old cages		14,900	14,900
2014	2014 \$12,300 Field Drainage Improvements	12,300		12,300
2014	2014 \$11,300 General Field Maintenance	11,300		11,300
2014	2014 \$2,300 Field #3 Fence		2,300	2,300
2014	2014 \$11,500 Repairs	11,500		11,500
2013	2013 \$2,100 Field Drainage Improvements	2,100		2,100
2013	2013 \$15,370 General Field Maintenance	15,370		15,370
2013	2013 \$19,200 Netting Repair and Replacement	19,200		19,200
2013	2013 \$13,200 Repairs	13,200		13,200
2013	2013 \$12,700 Upgrade and Expand Sprinklers		12,700	12,700
2012	2012 \$7,700 Batting Cages Ventilation Upgrades		7,700	7,700
2012	2012 \$10,400 Dugout Improvements		10,400	10,400
2012	2012 \$21,400 General Field Maintenance	21,400		21,400
2012	2012 \$5,250 New Tractor		5,250	5,250
2012	2012 \$3,650 Repairs	3,650		3,650



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: March 4, 2019

Date Submitted: February 21, 2019

Dept. Clearances: B. Mansfield

Prepared by: B. Mansfield

Subject: 2019 Homeland Security Grant Program-Police Department Drones

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City of Friendswood - Drones Project will purchase three Aerial drones for use by the Friendswood tactical team (SWAT). Two of the drones would be equipped with standard zoom cameras and the third with FLIR for night and low light operations. These drones have a wide variety of functions. The most notable is night time search operations looking for heat and the ability to fly into structures to look for suspects waiting in ambush.

The total amount for this project is \$11,520.85. There are no matching funds expected for this grant. If selected, HSGP will fund the project. The 2019 State Homeland Security Grant Program (SHSP) application grant: 3840101 requires a resolution containing specific language from council to move forward.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The drones will be deployed for a multitude of scenarios including crowd monitoring, intelligence gathering, scene search, locating of missing persons, and search for suspects. These drones can be flown into structures and rooms to gather intelligence as to not risk responding officer's safety. A suspect waiting in ambush can be quickly discovered, risking only the drone. The on board loud speaker will allow SWAT personnel to give orders to dangerous persons without having to approach them.

RECOMMENDATIONS

Recommendation is made for Council to adopt this resolution, ratify the Mayor's electronic certification for the application, and authorize the Mayor to sign any future documents related to this grant.

ATTACHMENTS

[Resolution](#)

RESOLUTION NO. R2019-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, AUTHORIZING AND
APPROVING THE 2019 HOMELAND SECURITY GRANT
PROGRAM APPLICATION. (NANO DRONES)**

* * * * *

WHEREAS, The City of Friendswood City Council finds it is in the best interest of the citizens of Friendswood, that the City of Friendswood –Police Department Drones project be implemented for the 2019 SHSP Grant; and

WHEREAS, The City of Friendswood agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Friendswood assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The City of Friendswood designates the Mayor as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Friendswood, Texas, that the submission of the grant application for the City of Friendswood – Police Department project for Drones to the Office of the Governor is hereby approved.

PASSED, APPROVED, AND ADOPTED this the 4th day of March, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Grant Number: 3840101



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: March 4, 2019

Date Submitted: February 21, 2019

Dept. Clearances: B. Mansfield

Prepared by: B. Mansfield

Subject: 2019 Homeland Security Grant Program-Mobile Camera System

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The City of Friendswood – Mobile Camera System will be a trailer mounted camera system with connectivity to monitor the cameras via remote. The system would be used for crowd monitoring of large events. The trailer system could be rotated through different infrastructure and parks for deterrent purposes. The trailer is solar powered and can be towed with conventional vehicles.

The total amount for this project is \$48,105. There are no matching funds expected for this grant. If selected, HSGP will fund the project. The 2019 State Homeland Security Grant Program (SHSP) application grant number 3830601 requires a resolution containing specific language from council to move forward.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The live streaming feature allows for the system to be monitored from anywhere with a reliable internet signal. Staff within dispatch, the EOC, or the Mobile Operations Center (MOC) will be able to monitor the camera system during special events or when deployed for active scenes or threats. In addition to large events and incidents, the camera system will also be rotated to different critical facilities and sporting events within the City.

RECOMMENDATIONS

Recommendation is made for Council to adopt this resolution, ratify the Mayor's electronic certification for the application, and authorize the Mayor to sign any future documents related to this grant.

ATTACHMENTS

[Resolution](#)

RESOLUTION NO. R2019-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, AUTHORIZING AND
APPROVING THE 2019 HOMELAND SECURITY GRANT
PROGRAM APPLICATION. (MOBILE CAMERA SYSTEM)**

* * * * *

WHEREAS, The City of Friendswood City Council finds it is in the best interest of the citizens of Friendswood, that the City of Friendswood – Police Department for a Trailer Mounted Mobile Camera System to be implemented for the 2019 SHSP Grant; and

WHEREAS, The City of Friendswood agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Friendswood assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The City of Friendswood designates the Mayor as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Friendswood that the submission of the grant application for the City of Friendswood – Police Department for a Trailer Mounted Mobile Camera System to the Office of the Governor is hereby approved.

PASSED, APPROVED, AND ADOPTED this the 4th day of March, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Grant Number: 3830601



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: 03/04/2019

Date Submitted: 04/27/2018

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: Resolution Inter-local Tax Collection Agreement with Galveston County – Rate Adjustment

Originating Department: Administrative Services

City Attorney Review: Yes

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

On May 7, 2018, the City entered into an inter-local agreement with Galveston County for property tax collection services for a 3-year term, ending July 31, 2021. At that time, the proposed per parcel rate remained the same as reflected in the 2015 agreement at \$0.256 for Galveston County properties and at \$1.01 per parcel for Harris County properties.

Since that time, Galveston County has found efficiencies in their operations to reduce the per parcel rate from \$0.256 to \$.021 for Galveston County properties and from \$1.01 to \$0.97 per parcel for Harris County properties.

The resolution has been reviewed and approved by the City Attorney.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The rate reduction will result in a savings of approximately 10% in the tax collection services expense incurred by the City.

RECOMMENDATIONS

Staff recommends approval of the resolution with revised rates for the inter-local agreement.

ATTACHMENTS

[Resolution for Tax Collection Services – Rate Adjustment](#)
[Letter from Tax Assessor-Collector](#)

RESOLUTION NO. R2019-07

**Resolution of the City of Friendswood
Regarding Tax Assessment and Collection Services**

* * * * *

WHEREAS, the Texas Property Tax Code, Section 6.22(c) allows the governing body of a taxing unit authorized to have its own assessor and collector, by official action in the manner required by law, to require the county to assess and collect the taxes the unit imposes in the county in the manner in which the county assess and collects its taxes. It further allows the governing body of the unit to revoke the requirement at any time by the same official action.

WHEREAS, the Texas Property Tax Code, Section 6.23(a)(3) affirms that the county assessor and collector shall assess and collect taxes on property in the county for the county and shall also assess and collect taxes on property for another taxing unit if the governing body of the unit requires the county to assess and collect its taxes.

WHEREAS, the Texas Property Tax Code, Section 6.27(b) provides that the county assessor collector is entitled to a reasonable fee that may not exceed the actual costs incurred for assessing and collecting taxes for a taxing unit pursuant to Section 6.23(a)(3).

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. The City of Friendswood requires the Galveston County Assessor and Collector of Taxes to perform assessment and collection duties as permitted by the Texas Property Tax Code 6.22(c) and 6.23(a)(3).

Section 2. The City of Friendswood acknowledges that assessment and collection services will be performed as outlined in Exhibit A, Assessment & Collection Services, for a fee of \$0.21 per parcel for properties located in Galveston County and \$0.97 per parcel for properties located in

Harris County, as approved by Galveston County Commissioners Court at a properly noticed regular meeting held on March 31, 2015. Billing to occur by January 15th and due and payable no later than March 1st each year (unless otherwise negotiated).

Section 3. The City of Friendswood requires notice of any increase by April 1 each year.

PASSED, APPROVED, AND ADOPTED this the 4th day of March, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC

City Secretary

EXHIBIT A

Assessment & Collection Services

1. Assess and collect appropriate taxes and fees including preparing and mailing a consolidated tax statement to each property owner owing in excess of \$10⁰⁰ on or before October 20th of each calendar year, or as soon thereafter as practicable, and collect current and delinquent taxes on parcels within the jurisdictional boundary of the entity
 - a) In the event that either County or Taxing Entity fails to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.
 - b) Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.
2. Assess and collect appropriate taxes and fees on supplemental and name and address changes, provide receipts to customers upon request, prepare and send February, May (33.07) and September (33.08) notices
3. Disburse daily to the entity and provide requested reports, including daily or monthly collection reports, showing receipt of all current and delinquent taxes, penalties, interest, fees collected and tax receivables due by County on the entity's behalf
4. When appropriate, refund overpayment of taxes on entity's behalf and withhold the amount of the refund from current collections and report on same
5. Process penalty and interest waiver requests (through Commissioners Court)
6. Upon request, provide the most recent assessed values of taxable property received from the appraisal district for the entity, load and balance same into the County's tax collection software system
7. In partnership with the entity, develop a schedule for the publication of tax rates, prepare publications, obtain entity approvals for such, and submit, as required by law in a newspaper of general circulation (or direct mail to property owners, whichever is least costly)
8. Calculate the effective and rollback tax rates and provide to entity in a timely manner and in accordance with Tax Code requirements
9. Invoice entity for tax rate notice publications or mailings and collect publication or mailing

costs

10. Upon request, provide estimates of current and total tax collection rates
11. Institute collection suits on behalf of entity of delinquent taxes as appropriate with entity's delinquent attorney
12. Remit appropriate taxes, penalty and interest to Taxing Entity as specified by property owner (if payable to Taxing Entity then fully to Taxing Entity) and remit fees each month to entity's delinquent attorney.
13. Upon request, provide a copy of the annual master tax roll of entity showing all current and delinquent taxes owing by parcel number in electronic format
14. Provide or make available for inspection upon request, any other information affecting the collection of entity's taxes for the purpose of administration, auditing, reporting or any such legitimate business purpose
15. Respond to inquiries, correspondence, and requests for research or information on the tax accounts of each entity or reports requested by audit firms
16. Conduct payment research
17. Additional services may be necessary, such as services associated with a rollback or tax ratification election. The cost of such additional services will be determined on the same basis and methodology used to calculate assessment and collection fees. In the event said election occurs, all parties shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County the cost of such additional services within 30 days of receipt of an invoice from Assessor Collector.
18. In the event Taxing Entity determines it is in its best interest to re-establish its own tax collection efforts or to engage another taxing entity to collect taxes on its behalf, Taxing Entity agrees to reimburse County its actual cost, if any, for transferring this information upon receipt of an invoice from Assessor Collector.

December 18, 2018

The Honorable Michael Foreman, Mayor
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: Assessment & Collection Fee Change

Dear Mr. Foreman:

I am pleased to report a reduction in cost for services provided by the Galveston County Tax Office beginning in 2019!

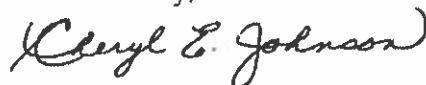
Section 6.27(b) of the Texas Property Tax Code provides that "...the county assessor-collector is entitled to a reasonable fee, which may not exceed the actual costs incurred, for assessing and collecting taxes for a taxing unit..." Although the Code defines many processes, it is silent with regard to the calculation of this fee. Thus, shortly after taking office in 2005, my leadership team and I devised what we believe is an appropriate methodology which is to determine what we would do differently if only assessing and collecting taxes for the County. Knowing we are a much streamlined organization, I then examine our current staffing and attribute additional existing positions plus equipment costs to entity services. These total costs are divided among the total number of entity parcels to develop the necessary fee to cover them. For our partners with boundaries extending into Harris County, I estimate the actual hard cost of providing services (primarily printing and postage). Numbers are reviewed with the County Auditor and, if a change exceeding \$0.05 is appropriate, seek ratification by Commissioners.

On December 3, 2018, a revised fee was presented and ratified by County Commissioners of \$0.21 for Galveston County and \$0.97 for Harris County parcels. These represent a reduction of \$0.046 and \$0.04 respectively. Enclosed is a revised Resolution reflecting these changes. Please present to your governing board and return via USPS or electronic mail (cheryl.e.johnson@co.galveston.tx.us).

Lastly - beginning this year, we will be billing only once - in March. Should this create a hardship, please let me know. The time (and postage costs) saved helped make this fee reduction possible.

Happy New Year!

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC

Resolution of The City of Friendswood Regarding Tax Assessment and Collection Services

WHEREAS, the Texas Property Tax Code, Section 6.22(c) allows the governing body of a taxing unit authorized to have its own assessor and collector, by official action in the manner required by law, to require the county to assess and collect the taxes the unit imposes in the county in the manner in which the county assess and collects its taxes. It further allows the governing body of the unit to revoke the requirement at any time by the same official action.

WHEREAS, the Texas Property Tax Code, Section 6.23(a)(3) affirms that the county assessor and collector shall assess and collect taxes on property in the county for the county and shall also assess and collect taxes on property for another taxing unit if the governing body of the unit requires the county to assess and collect its taxes.

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NOW THEREFORE, BE IT RESOLVED THAT:

1. The City of Friendswood requires the Galveston County Assessor and Collector of Taxes to perform assessment and collection duties as permitted by the Texas Property Tax Code 6.22(c) and 6.23(a)(3).
2. The City of Friendswood acknowledges that assessment and collection services will be performed as outlined in Exhibit A, Assessment & Collection Services, for a fee of \$0.21 per parcel for properties located in Galveston County and \$0.97 per parcel for properties located in Harris County, as appropriate and as approved by Galveston County Commissioners Court at a properly noticed regular meeting held on December 3, 2018. Billing to occur by March 10th and due and payable no later than April 30th each year (unless otherwise negotiated).
3. Notice of any increase in fee is required by April 1 each year.

Passed and approved this _____ day of _____, 20__.

The Honorable Michael Foreman, Mayor

ATTEST:

Melinda Welsh, City Secretary

Assessment & Collection Services

1. Assess and collect appropriate taxes and fees including preparing and mailing a consolidated tax statement to each property owner owing in excess of \$10⁰⁰ on or before October 20th of each calendar year, or as soon thereafter as practicable, and collect current and delinquent taxes on parcels within the jurisdictional boundary of the entity
 - a) In the event that either County or Taxing Entity fails to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.
 - b) Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.
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3. Disburse daily to the entity and provide requested reports, including daily or monthly collection reports, as requested, showing receipt of all current and delinquent taxes, penalties, interest, fees collected and tax receivables due by County on the entity's behalf
4. When appropriate, refund overpayment of taxes on entity's behalf and withhold the amount of the refund from current collections and report on same
5. Process penalty and interest waiver requests (through Commissioners Court)
6. Upon request, provide the most recent assessed values of taxable property received from the appraisal district(s) for the entity, load and balance same into the County's tax collection software system
7. In partnership with the entity, develop a schedule for the publication of tax rates, prepare publications, obtain entity approvals for such, and submit, as required by law in a newspaper of general circulation (or direct mail to property owners, whichever is least costly)
8. Calculate the effective and rollback tax rates and provide to entity in a timely manner and in accordance with Tax Code requirements
9. Invoice entity for tax rate notice publications or mailings and collect publication or mailing costs
10. Upon request, provide estimates of current and total tax collection rates

11. Institute collection suits on behalf of entity of delinquent taxes as appropriate with entity's delinquent attorney
12. Remit appropriate taxes, penalty and interest to Taxing Entity as specified by property owner (if payable to Taxing Entity then fully to Taxing Entity) and remit fees each month to entity's delinquent attorney
13. Upon request, provide a copy of the annual master tax roll of entity showing all current and delinquent taxes owing by parcel number in electronic format
14. Provide or make available for inspection upon request, any other information affecting the collection of entity's taxes for the purpose of administration, auditing, reporting or any such legitimate business purpose
15. Respond to inquiries, correspondence, and requests for research or information on the tax accounts of each entity or reports requested by audit firms
16. Conduct payment research
17. The cost of additional services that may be necessary (e.g. services associated with a rollback or tax ratification election) will be determined on the same basis and methodology used to calculate assessment and collection fees. In the event said election occurs, all parties shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County the cost of such additional services within 30 days of receipt of an invoice from Assessor Collector.
18. In the event Taxing Entity determines it is in its best interest to re-establish its own tax collection efforts or to engage another taxing entity to collect taxes on its behalf, Taxing Entity agrees to reimburse County its actual cost, if any, for transferring this information upon receipt of an invoice from Assessor Collector.



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: March 2019

Date Submitted: February 14, 2019

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Emergency Federal Law Enforcement Assistance (ELEA) grant

Originating Department: Police Department

City Attorney Review: Yes

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Emergency Federal Law Enforcement Assistance (EFLEA) Program is by invitation only and provided to mitigate the effects of emergency situations and is used to reimburse jurisdictions in a manner proportionate to the incident and the areas affected. The award funds will be used to assist with reimbursement for law enforcement activities in response to the school shooting at Santa Fe High School on May 18, 2018. This is a one-time funding appropriated specifically for this incident.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

On May 18, 2018, a shooting at Santa Fe High School resulted in the death of 10 people and left 13 others injured. When students and faculty went back to school, all stakeholders agreed the best response was a greater law enforcement presence on and around all school campuses. The Friendswood Police Department is uniquely situated in two school districts – Friendswood ISD and Clear Creek ISD. Superintendents from both school districts collaborated with law enforcement to heighten police presence on the school campuses. This was done by adding campuses to regular patrol duties and temporarily assigning officers to school campuses and after-school activities for the duration of the school year. The City of Friendswood is seeking grant funds to help defray the increased costs of patrols and for making accommodations for law enforcement to be present on campuses to augment security. For Friendswood, that included all six Friendswood ISD campuses and three elementary school campuses in Clear Creek ISD, as well as extra security patrols for CCISD's Brookside Intermediate and Clear Brook High School.

RECOMMENDATIONS

This action authorizes the City to apply for and accept \$28,233.76 in grant funding from the State of Texas, Governor's Office for the Friendswood Police Department to reimburse the Department for law enforcement activities in response to the school shooting at Santa Fe High School on May 18, 2018.

Please note, any funds secured as part of this grant will be shared with FSD and CCISD proportionate to their share. The City and school districts split the additional security costs last May. Therefore, each party would be reimbursed according to the funding they put forth.

ATTACHMENTS

[EFLEA Application](#)
[Resolution](#)

Agency Name: Friendswood, City of

Grant/App: 3724301 **Start Date:** 4/1/2019 **End Date:** 3/31/2020

Project Title: Santa Fe High Shooting - School Security

Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:

17414932024003

Application Eligibility Certify:

Created on:12/31/2018 3:23:07 PM By: Heather Arrington

Profile Information

Applicant Agency Name: Friendswood, City of

Project Title: Santa Fe High Shooting - School Security

Division or Unit to Administer the Project: Friendswood Police Department

Address Line 1: 1600 Whitaker Drive

Address Line 2:

City/State/Zip: Friendswood Texas 77546-4177

Start Date: 4/1/2019

End Date: 3/31/2020

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council

Headquarter County: Galveston

Counties within Project's Impact Area: Galveston, Harris

Grant Officials:

Authorized Official

Name: Mike Foreman

Email: mforeman@friendswood.com

Address 1: 910 S. Friendswood Dr.

Address 1:

City: Friendswood, Texas 77546

Phone: 281-996-3200 Other Phone: 281-996-3270

Fax: 281-482-1634

Title: Mr.

Salutation: Mayor

Position: Mayor

Project Director

Name: Robert Wieners

Email: pdgrants@friendswood.com

Address 1: 1600 Whitaker Drive

Address 1:

City: Friendswood, Texas 77546

Phone: 281-996-3310 Other Phone: 281-996-3300

Fax: 281-482-9318
Title: Mr.
Salutation: Chief
Position: Chief of Police

Financial Official

Name: Katina Hampton
Email: asocentral@friendswood.com
Address 1: 910 S. Friendswood Drive
Address 1:
City: Friendswood, Texas 77546
Phone: 281-996-3221 Other Phone:
Fax:
Title: Ms.
Salutation: General
Position: Director of Administrative Services

Grant Writer

Name: Lisa Price
Email: lprice@ci.friendswood.tx.us
Address 1: Friendswood Public Safety Building
Address 1: 1600 Whitaker
City: Friendswood, Texas 77546
Phone: 281-996-3313 Other Phone: 281-996-3300
Fax: 281-482-9318
Title: Ms.
Salutation: Officer
Position: Administrative Assistant to the Chief

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17414932024003
Data Universal Numbering System (DUNS): 053838314

Narrative Information

Introduction

The Emergency Law Enforcement Assistance Grant program provides financial assistance to law enforcement agencies that incurred extraordinary costs related to the 2018 Santa Fe High School shooting. These funds provide financial assistance to local agencies for personnel (salary & overtime) costs to include the initial call for assistance, post-shooting investigative support, back-up patrol, memorial ceremonies assistance, and dignitary protection.

Certifications

In addition to the requirements found in existing statute, regulation, and all other content provided in the narrative, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Immigration and Customs Enforcement Requests

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [Immigration Enforcement Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison: William Bender

Enter the Address for the Civil Rights Liaison: 910 S. Friendswood Drive Friendswood, Texas 77546

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]: (281) 996-3200

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the Guide to Grants, the Grantee Conditions and Responsibilities, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract:

On May 18, 2018, a 17-year old Santa Fe High School student walked into an art class at his school with a shotgun and a .38 revolver and opened fire on students and school employees, killing ten people and injuring thirteen others. He also had crudely constructed IEDs that failed to detonate. When students and faculty went back to school, all stakeholders agreed the best response was a greater law enforcement presence on and around all school campuses. The Friendswood Police Department is uniquely situated in two school districts – Friendswood ISD and Clear Creek ISD. Superintendents from both school collaborated with law enforcement to heighten police presence on the school campuses. This was done by adding campuses to regular patrol duties and temporarily assigning officers to school campuses and after-school activities for the duration of the school year. The City of Friendswood is seeking grant funds to help defray the increased costs of patrols and for making accommodations for law enforcement to be present on campuses to augment security. For Friendswood, that included all six Friendswood ISD campuses and three elementary school campuses in Clear Creek ISD, as well as extra security patrols for CCISD's Brookside Intermediate and Clear Brook High School.

Problem Statement:

Friendswood is a mid-size police department that, at the time, had an authorized sworn force of 62 officers. Following the Santa Fe school shooting, all sworn officers were placed on 12-hour schedules to accommodate the school districts' immediate security needs during regular school hours and for extra-curricular activities. For eight school days – May 21-31 – schedules were adjusted to insure law enforcement presence on nine school campuses while still covering normal police operations. This was an unexpected and unbudgeted hit to the police department's overtime budget that cost the City \$28,233.76.

Supporting Data:

N/A

Project Approach & Activities:

Following the Santa Fe school shooting, law enforcement and school officials agreed it was important for the school districts to partner with local law enforcement. In order to accommodate the requests and needs of both school districts, the police department placed their officers on twelve hours shifts in order to meet the coverage needs of FISD's six campuses, three CCISD elementary school campuses and security patrols at two other CCISD campuses while maintaining shift coverage for regular police department duties.

Capacity & Capabilities:

N/A

Performance Management:

N/A

Data Management:

N/A

Target Group:

N/A

Evidence-Based Practices:

N/A

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	100.00	Patrols that are in addition to a commissioned peace officer's required working hours. Patrols targeted all school campuses.

Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Section 3: Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

☐ Yes
☐ No
☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]: 10/1/2019

Enter the End Date [mm/dd/yyyy]: 9/30/2020

Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds: 3601920

Enter the amount (\$) of State Grant Funds: 504678

Section 6: Single Audit

Select the appropriate response below based on the Fiscal Year Begin Date as entered above.

For Fiscal Years Beginning Before December 26, 2014

Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant

funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

OR

For Fiscal Years Beginning On or After December 26, 2014

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

☒ Yes

☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit [mm/dd/yyyy]: 9/30/2018

Section 7: Equal Employment Opportunity Plan

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- ☒ the applicant has less than 50 employees;
- ☒ the applicant is a non-profit organization;
- ☒ the applicant is a medical institution;
- ☒ the applicant is an Indian tribe;
- ☒ the applicant is an educational institution, or
- ☒ the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- ☒ The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- ☒ the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- ☒ the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity

Defined as an applicant that meets the following criteria:

- ☒ the applicant has 50 or more employees, and

☒ the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

☒ The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;

☒ the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;

☒ the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;

☒ the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and

☒ the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed: William Bender 910 S. Friendswood Drive Friendswood, Texas 77546

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

☒ The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;

☒ the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and

☒ the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

☐ Type I Entity

☒ Type II Entity

☐ Type III Entity

Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;

☒ Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

☒ Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Section 9: FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):0

Position 2 - Name:

Position 2 - Total Compensation (\$):0

Position 3 - Name:

Position 3 - Total Compensation (\$):0

Position 4 - Name:

Position 4 - Total Compensation (\$):0

Position 5 - Name:

Position 5 - Total Compensation (\$):0

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Friendswood sworn peace officers logged 445.27 hours of overtime over an eight-day period. This amount includes the hours at each peace officers' overtime rate salary plus fringe benefits (SS, Medicare, TMRS and WC).	\$28,233.76	\$0.00	\$0.00	\$0.00	\$28,233.76	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$28,233.76	\$0.00	\$0.00	\$0.00	\$28,233.76

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$28,233.76	\$0.00	\$0.00	\$0.00	\$28,233.76

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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RESOLUTION NO. R2019-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE EMERGENCY FEDERAL LAW ENFORCEMENT ASSISTANCE (EFLEA) GRANT PROGRAM; AND AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas hereby finds it in the best interests of the citizens of Friendswood that the Emergency Federal Law Enforcement Assistance (EFLEA) grant program be operated for the current year; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council hereby further finds and determines that the person serving as Mayor of the City is the appropriate individual to act as the City's authorized official, and as such should be given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City,

NOW THEREFORE, 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 submission of a grant application, pursuant to the Emergency Federal Law

Enforcement Assistance (FLEA) grant program, to the Office of the Governor, Criminal Justice Division.

Section 3. The City Council hereby designates and appoints the Mayor of said City as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

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

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Grant Number: 3724301



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: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Proposed amendments to Appendix C Zoning Ordinance Section 8 – Supplementary District Regulations

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd Reading of Ordinance

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In 2014, the City of Friendswood earned Bronze Certification in the Scenic City Certification Program. Once awarded, certifications are valid for 5 years. Since it is time to renew our application (deadline March 31), staff and the Planning and Zoning Commission reviewed the Subdivision Ordinance, Zoning Ordinance and Design Criteria Manual to identify minor changes to our ordinances that could possibly assist in achieving a higher score and improved Scenic City Certification.

The mission of the *Scenic City Certification Program* is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and public spaces. The Scenic City Certification Program provides a proven, highly-regarded tool to Texas cities for assessment, evaluation and recognition of infrastructure standards.

The proposed amendments in this section include relocating language to clarify that all trees planted to meet landscaping requirements be a minimum 8 feet tall; the location of this item in the zoning ordinance appeared to only apply to certain trees. The changes also add criteria for the protection of trees during and after construction, more specific guidelines to require curbs around island areas within parking lots, require irrigation for long-term maintenance of landscaping, as well as add more specific dumpster screening details.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ordinance changes will help earn more points on the Scenic City application thus raising the ranking level for the City from Bronze level to Silver, Gold, or Platinum.

RECOMMENDATIONS

At the regular meeting on Monday, February 4, 2019, the Planning and Zoning Commission voted unanimously (7 to 0) in favor of the proposed Zoning Ordinance amendment.

ATTACHMENTS

[Ordinance](#)

[PZ Recommendation Memo](#)

(An ordinance amending Appendix C “Zoning,” Section 8, “Supplementary district regulations,” Subsection I, “Landscaping and screening requirements”, by amending various landscape requirements and amending Subsection L. “Reserved” by adding screening details for dumpsters and recycling storage containers.)

ORDINANCE NO. T2019-05

AN ORDINANCE AMENDING APPENDIX C – “ZONING,” SECTION 8, “SUPPLEMENTARY DISTRICT REGULATIONS,” SUBSECTION I, “LANDSCAPING AND SCREENING REQUIREMENTS”, BY AMENDING VARIOUS LANDSCAPE REQUIREMENTS AND AMENDING SUBSECTION L. “RESERVED,” BY ADDING SCREENING DETAILS FOR DUMPSTERS AND RECYCLING STORAGE CONTAINERS; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, (“Zoning”) relating to land use and other circumstances, and;

WHEREAS, the City Council wishes to update and revise the requirements for landscaping and screening, to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the City of Friendswood; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted a joint public hearing in the time and manner required by law; 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. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City of Friendswood Code of Ordinances, Appendix C, “Zoning”, Section 8, “Supplementary District Regulations”, Subsection I, “Landscaping and Screening Requirements”,

is hereby amended to read as follows:

Appendix C

Zoning

Section 8. - Supplementary district regulations.

I. *Landscaping and screening requirements.*

1. *Purpose.* The provisions of this subsection I for the installation and maintenance of landscaping and screening are intended to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the community. In furtherance thereof, trees utilized to comply with the requirements of this subsection I shall be of a type contained in the list of qualified trees approved from time to time by the city council and contained in the city's design criteria manual ("Qualified Tree List").

2. *Perimeter landscaping and screening.*

a. *Adjacent property, buffer maintenance and installation.*

(1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.

(2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.

(3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

a-1. *Adjacent property, buffering streets.* All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.

b. *Trees for buffer strips.* If an open space buffer strip is required under the terms of this subsection I, not less than one tree, whether existing or planted, shall be maintained for each 25 lineal feet or portion thereof of solid open space buffer strip.

b-1. ~~Each such~~ *Landscaping trees.* All required trees for landscaping shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

c. *Off-street parking landscaping.*

(1) All areas, other than those located within the industrial district, that are used for parking or display of vehicles, boats, construction equipment or production equipment, shall conform to the minimum landscaping requirements of this subsection 2.c. Areas that are of a drive-in nature, such as filling stations, grocery stores, banks and restaurants also, shall conform to the minimum landscaping requirements of this subsection 2.c.

(2) It is the intent of this subsection 2.c to promote the placement of trees along the thoroughfares of the city. Therefore, at least 50 percent of the required trees shall be located between the street and any buildings. No tree other than those species listed as small trees (size 3) on the qualified tree list may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

(3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

(4) All planted islands shall have curbs of sufficient height and width to contain the planted island.

(5) Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.

~~(64)~~ Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.

~~(75)~~ All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.

(8) If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.

(9) All plants shall receive proper irrigation to encourage deep root growth and survivability.

d. *Existing plant material.*

(1) Where healthy planting exists on a site, the building official shall credit the property owner for existing plants that are retained and used when calculating vegetation requirements under this section. When healthy trees exist on a site, and when they are equivalent in size and species to those required by this subsection, the building official shall credit the property owner for existing trees that are retained and used when calculating requirements under this subsection.

(2) Existing landscape areas to be retained shall be protected from vehicular encroachment and damage during and after the construction phase by appropriate barriers. Parking or storing of vehicles, equipment, or materials is not allowed within the protective root zone.

(3) Protective barricades are to be installed around all protected trees prior to any construction activities on a development site. Barricades are to be installed a minimum of 10-feet from a protected tree or at the designated protective root zone.

(4) Protective barricades may be removed only to prepare the development site for final landscaping activities.

e. *Maintenance and care of trees.*

(1) *Maintenance period for trees.* For any tree installed in fulfillment of the requirements of this appendix, or any previously existing tree used in fulfillment of the requirements of this appendix, it shall be the responsibility of the then property owner to maintain such tree in a healthy condition ~~for the follow-up period~~. In the event of serious damage, disease or death of the tree, or if the tree should otherwise fail to survive ~~said follow-up period~~, the then property owner shall, at his sole cost and expense, replace it with a tree that meets the requirements of this appendix, within 120 days from the date of notification by the city. ~~For purposes of this subsection e(1), the follow-up period shall be a period of two years from the date of issuance of a certificate of occupancy for each such development site or from the date of the acceptance of such development's infrastructure by the city or, in the case where both have occurred, whichever is later.~~

(2) *Pruning of trees.* It shall be unlawful as a normal practice for any person, firm or city department to top any tree on public property. Topping is hereby defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from the requirements of this appendix at the determination of the building official.

(3) *Maintenance of trees over rights-of-way.*

(a) Any entity pruning trees located in public rights-of-way or in excavating in rights-of-way or in easements shall be required to notify the city building official and to prepare such plans or outline such programs as the official deems necessary. The building official's permission must be secured before such work may begin. A developer shall have the responsibility to verify that such approval has been granted prior to the installation of utilities within easements on the developer's property.

(b) Every owner of any tree overhanging an street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right, with 14 days advance notice to the owner or agent, to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

(c) It is prohibited to cut trees or clear vegetation on public rights-of-way to provide better view of off-premise signs.

(4) *Removal of hazardous trees.* The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to other trees within the city. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal on the owners' property tax notice.

f. *Preserving trees; historical significance.*

(1) *Findings.* The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and the woods found in abundance along the four creeks. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

(2) *Purpose.* It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.

(3) *Tree survey required.*

(a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:

(i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily

residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);

(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PUC—Cluster Home), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) If the property contains no trees fitting the description in subsection (a) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(c) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(d) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) *Site plan to include trees.*

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(5) *Review and acceptance of site plan.* Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) *Mitigation and incentives.*

(a) Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.

(b) Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."

(c) Mitigation shall be required, on a one-for-one basis, for every tree with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting one Class 1 or Class 2 tree from the qualified tree list.

(d) New trees used for mitigation purposes or for landscaping shall have a caliper of at least three inches, measured at a point 18 inches above the natural ground level.

(e) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(f) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. Compensating trees shall be placed on public property, as near as reasonably practicable to the development site, and may be accomplished by donating a tree in kind, or by payment to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition. Compensating trees shall be planted within the time periods required for replacement trees.

(g) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) *Tree protection.* Property owners shall be required to ensure that each of the trees identified as "protected" on the site plan survives. ~~the follow-up period, as defined in subsection I.e.1 of this section.~~ If a tree identified as "protected" fails to survive, ~~such follow-up period~~ the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with a Class 1 or Class 2 tree from the qualified tree list, which has a minimum caliper of three inches, measured 18 inches above natural ground level.

g. *One tree required for each lot developed for single-family residential use.* Each lot developed for single-family residential use shall have one of the ~~required~~ qualified trees located in the

required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. *Exception for lots used for single-family residential dwelling purposes.* Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per Section 8.I.g.

Section 3. The City of Friendswood Code of Ordinances, Appendix C “Zoning,” Section 8, “Supplementary district regulations,” Subsection L, “Reserved” is hereby amended to read as follows:

L. ~~*Reserved.*~~ *Screening for Dumpsters and Recycling Storage Containers*

1. Dumpsters and Recycling Collection Areas

a. Dumpsters and recycling collection areas shall be located to minimize their visibility from public streets.

b. Dumpsters and recycling receptacles shall be screened to a height sufficient to screen the refuse from public view.

c. Dumpsters and recycling collection enclosures shall contain permanent walls on three (3) sides with the service opening not directly abutting a public sidewalk. The fourth side shall incorporate enclosure doors.

d. The opening for removal of the dumpster or recycling receptacle for collection is a minimum of twelve (12) feet to allow for proper access when it is serviced. For every dumpster added, an additional ten (10) feet in width is required.

Section 4. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 “General penalty for violations of Code; continuing violations”, and as otherwise provided by law. 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. An owner may take advantage of the changes to the buffering requirements without the need to provide a revised site plan, by requesting an appropriate permit,

if the requested change is limited solely to the buffering requirements made on the basis of this Ordinance.

Section 5. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 6. SEVERABILITY.

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 7. NOTICE.

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 4th day of February, 2019.

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

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman

Date: June 5, 2019

Re: Proposed Amendment to Appendix C, Zoning Ordinance Section 8, "Supplementary district regulations," Subsection I, "Landscaping and screening requirements", by amending various landscape requirements and amending Subsection L. "Reserved" by adding screening details for dumpsters and recycling storage containers.



At the Planning and Zoning Commission meeting held February 4, 2019, following the Joint Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the above referenced amendment to the Zoning Ordinance as shown below.

Appendix C
Zoning
Section 8. - Supplementary district regulations.

I. *Landscaping and screening requirements.*

1. *Purpose.* The provisions of this subsection I for the installation and maintenance of landscaping and screening are intended to protect the character and stability of residential, commercial, institutional and industrial areas, to conserve the value of land and buildings of surrounding properties and neighborhoods, and to enhance the aesthetic and visual image of the community. In furtherance thereof, trees utilized to comply with the requirements of this subsection I shall be of a type contained in the list of qualified trees approved from time to time by the city council and contained in the city's design criteria manual ("Qualified Tree List").

2. *Perimeter landscaping and screening.*

a. *Adjacent property, buffer maintenance and installation.*

(1) When a commercial (CSC, LNC, NC, OP, DD, PUD, A-1) or industrial (LI, I, BP) use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, or when an industrial use is established on a lot or premises adjacent to any property located in a commercial zoning district, a ten-foot in width landscaped open space buffer strip shall be installed and maintained by the owner, developer or operator of the multiple-family dwelling, commercial or industrial property between it and the adjacent protected property.

(2) In addition, an eight-foot-high opaque fence or wall shall be erected and maintained along the common property line. Graduated fences may be allowed by the commission, when the safety and general welfare of the public would be better protected by such design. The fence or wall shall be constructed of wood, masonry, or decorative concrete, or any combination thereof. Metal may be used only as a concealed structural element. Alternatively, some types of vegetation may be allowed for such screening, provided plantings are evergreen and dense enough to provide an opaque or substantially opaque screen. Any combination of fencing, earthen berms, and vegetation may be used to comply with the eight-foot screening requirement.

(3) The provisions of this subsection may not apply where the uses are separated by a driveway, easement, drainage ditch, canal, or similar features determined to provide adequate buffering to those listed herein which are a minimum width of 30 feet. The commission shall determine the required screening after giving due consideration to the intensity of the commercial use, the zoning classification, and adjacent land uses. When a residentially zoned property is rezoned to commercial, an existing fence may, if requested by the staff, the commission, or the applicant, be removed, in whole or in part, to allow joint or shared access to parking and driving areas. Documentation may be required detailing a joint use agreement between or among property owners.

Conversely, when a single-family use is established on property adjacent to any commercial, industrial, or multiple-family zoning district, an eight-foot high opaque fence or wall shall be erected and maintained along the property line. The ten-foot buffer strip shall not in this instance be required.

a-1. *Adjacent property, buffering streets.* All land zoned commercial or industrial, as that term is defined in this section, shall have a minimum ten-foot landscaped open space adjacent to each public right-of-way located within the required yard.

b. *Trees for buffer strips.* If an open space buffer strip is required under the terms of this subsection I, not less than one tree, whether existing or planted, shall be maintained for each 25 lineal feet or portion thereof of solid open space buffer strip.

b-1. Each such Landscape trees. All required trees for landscaping shall be not less than eight feet in height immediately upon planting and shall have a caliper of not less than two inches measured 18 inches above the natural ground level.

c. *Off-street parking landscaping.*

(1) All areas, other than those located within the industrial district, that are used for parking or display of vehicles, boats, construction equipment or production equipment, shall conform to the minimum landscaping requirements of this subsection 2.c. Areas that are of a drive-in nature, such as filling stations, grocery stores, banks and restaurants also, shall conform to the minimum landscaping requirements of this subsection 2.c.

(2) It is the intent of this subsection 2.c to promote the placement of trees along the thoroughfares of the city. Therefore, at least 50 percent of the required trees shall be located between the street and any buildings. No tree other than those species listed as small trees (size 3) on the qualified tree list may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

(3) Parking lots shall be considered small if they contain spaces for 20 or less cars. Small parking lots shall have "open" landscaped areas that are equal to not less than ten percent of the parking area and drives in the parking area. The required area may be used as islands or perimeter landscaping or in any combination. A minimum of one Class 1 or Class 2 tree from the qualified tree list shall be planted and maintained for each 250 square feet or portion thereof of landscaped open space area.

Parking lots with more than 20 parking spaces shall have open landscaped areas equal to ten percent of the parking area and drives in the parking area. Fifty percent of the required landscaped area shall be used as islands. Perimeter landscaping shall have at least one such tree for each 40 lineal feet or fraction thereof. Each island shall have one such tree planted and maintained thereon.

(4) All planted islands shall have curbs of sufficient height and width to contain the planted island.

(5) Planted islands are to integrate groundcovers and small shrubs while minimizing the use of medium to tall shrubs; and shall not obstruct visibility of pedestrians and vehicles.

(64) Off-street parking areas that are adjacent to residentially zoned property shall have opaque fences or walls, eight feet in height above ground level, which shall be erected and maintained along the property line to provide visual screening.

(75) All trees required in this subsection 2.c shall have a caliper of not less than two inches, measured 18 inches above the natural ground level.

(8) If paving around a tree is required on private property, use porous pavements such as cast-in place, monolithic turf, and concrete combinations over specimen roots to allow water and air exchange.

(9) All plants shall receive proper irrigation to encourage deep root growth and survivability.

d. *Existing plant material.*

(1) Where healthy planting exists on a site, the building official shall credit the property owner for existing plants that are retained and used when calculating vegetation requirements under this section. When healthy trees exist on a site, and when they are equivalent in size and species to those required by this subsection, the building official shall credit the property owner for existing trees that are retained and used when calculating requirements under this subsection.

(2) Existing landscape areas to be retained shall be protected from vehicular encroachment and damage during and after the construction phase by appropriate barriers. Parking or storing of vehicles, equipment, or materials is not allowed within the protective root zone.

(3) Protective barricades are to be installed around all protected trees prior to any construction activities on a development site. Barricades are to be installed a minimum of 10-feet from a protected tree or at the designated protective root zone.

(4) Protective barricades may be removed only to prepare the development site for final landscaping activities.

e. *Maintenance and care of trees.*

(1) *Maintenance period for trees.* For any tree installed in fulfillment of the requirements of this appendix, or any previously existing tree used in fulfillment of the requirements of this appendix, it shall be the responsibility of the then property owner to maintain such tree in a healthy condition ~~for the follow-up period.~~ In the event of serious damage, disease or death of the tree, or if the tree should otherwise fail to survive ~~said follow-up period,~~ the then property owner shall, at his sole cost and expense, replace it with a tree that meets the requirements of this appendix, within 120 days from the date of notification by the city. ~~For purposes of this subsection e(1), the follow-up period shall be a period of two years from the date of issuance of a certificate of occupancy for each such development site or from the date of the acceptance of such development's infrastructure by the city or, in the case where both have occurred, whichever is later.~~

(2) *Pruning of trees.* It shall be unlawful as a normal practice for any person, firm or city department to top any tree on public property. Topping is hereby defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal

canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from the requirements of this appendix at the determination of the building official.

(3) *Maintenance of trees over rights-of-way.*

(a) Any entity pruning trees located in public rights-of-way or in excavating in rights-of-way or in easements shall be required to notify the city building official and to prepare such plans or outline such programs as the official deems necessary. The building official's permission must be secured before such work may begin. A developer shall have the responsibility to verify that such approval has been granted prior to the installation of utilities within easements on the developer's property.

(b) Every owner of any tree overhanging an street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right, with 14 days advance notice to the owner or agent, to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

(c) It is prohibited to cut trees or clear vegetation on public rights-of-way to provide better view of off-premise signs.

(4) *Removal of hazardous trees.* The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to other trees within the city. The city will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within 60 days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal on the owners' property tax notice.

f. *Preserving trees; historical significance.*

(1) *Findings.* The founders of the city chose to locate the community in its present location because of the inspiring, tranquil beauty of the huge oaks which occupied the creek banks and surrounding terrain. The name given the new town, Friendswood, was chosen because of its apt description of the settlers members of the Friends Church, and the topographical character of the land, and

the woods found in abundance along the four creeks. The city council hereby finds and determines that the preservation of the naturally wooded topography is of historical significance to the city.

(2) *Purpose.* It is the intent of this subsection to encourage the preservation of existing trees within the city, and the historical significance thereof, and to prohibit their unwarranted destruction.

(3) *Tree survey required.*

(a) A tree survey showing thereon the location of all living trees that have a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, shall be required for:

(i) All proposed development on land located in districts zoned as neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park district (OPD), light industrial (LI), industrial (I), agricultural (A-1), business park (BP), planned unit development—mixed use (PUD-Mixed Use), or multifamily residential, low density (MFR-L), multifamily residential, medium density (MFR-M), and multifamily residential, high density (MFR-H);

(ii) All proposed development on land for which a specific use permit is required by sections 7.P and 9.G; and

(iii) For residential developments on land located in districts zoned as single-family residential (SFR), planned unit development cluster home (PUC—Cluster Home), or multifamily residential-garden home district (MFR-GHD), provided, however, the tree survey required by this subsection shall be required only for the common areas located within those developments, such as community parks, where residents of the developments would have common access.

(b) If the property contains no trees fitting the description in subsection (a) of this section, no tree survey shall be required if a signed statement verifying that no such trees exist is filed with the community development office of the city (hereinafter "community development").

(c) The developer or owner of the property to be developed shall sign the tree survey certifying that it is, to the best of their knowledge, true and correct.

(d) The tree survey shall be submitted to community development concurrently with or as a part of the site plan, development permit or plat. Community development shall be authorized to review the data on-site for verification. The tree survey shall be accepted by community

development or community development shall provide a notice, in writing, of its reasons for any action other than an acceptance thereof.

(4) *Site plan to include trees.*

(a) Every site plan submitted shall include all living trees identified on the tree survey as required by subsection I.f(3) of this section. Each such tree identified on the site plan shall bear a notation indicating the tree's status as either "protected" or "to be removed." A tree identified as "protected" indicates a tree that is not scheduled for removal during construction. A tree identified as "to be removed" indicates a tree that is scheduled for removal during construction. Each tree removed during construction shall be mitigated as required in subsection I.f(6) of this section.

(b) Trees identified with the notation "protected" shall also be physically marked at the development site so as to be readily distinguishable from trees that are identified on the site plan as "to be removed."

(5) *Review and acceptance of site plan.* Community development shall review the tree survey portion of site plans to ensure compliance with the provisions of this subsection.

(6) *Mitigation and incentives.*

(a) Every development requiring the issuance of a development permit or the approval of a site plan or plat shall maintain a minimum of one tree from the qualified tree list for each 30 linear feet of street frontage, with such trees having a minimum caliper of two inches measured at a point 18 inches above the natural ground level.

(b) Class 1 or Class 2 trees, 12 inches in diameter or greater, measured at a point 4½ feet above the natural ground level, shall be counted, on a one-for-one basis, toward the minimum number of trees required by this subsection I. Trees located within a buffer zone shall not be counted unless identified as "protected."

(c) Mitigation shall be required, on a one-for-one basis, for every tree with a caliper of 12 inches or greater, measured at a point 4½ feet above the natural ground level, that is removed from the development site. For each such tree removed, mitigation shall be accomplished by planting one Class 1 or Class 2 tree from the qualified tree list.

(d) New trees used for mitigation purposes or for landscaping shall have a caliper of at least three inches, measured at a point 18 inches above the natural ground level.

(e) The landscaping plan shall clearly indicate which trees are being planted to replace trees identified as "to be removed" during development.

(f) If, due to the nature of a proposed development and unique characteristics of land, trees cannot be planted in a sufficient number to meet the requirements hereof, a developer may elect to provide for a compensating tree to be planted elsewhere within the city. Compensating trees shall be placed on public property, as near as reasonably practicable to the development site, and may be accomplished by donating a tree in kind, or by payment to the city of such amounts as may be established from time to time by city council, based on the city's actual costs of acquisition. Compensating trees shall be planted within the time periods required for replacement trees.

(g) To encourage maintenance of the suburban wooded character of the community, the city council may from time to time establish incentives to developments which retain more Class 1 or Class 2 category trees than is required by this subsection.

(7) *Tree protection.* Property owners shall be required to ensure that each of the trees identified as "protected" on the site plan survives. ~~the follow-up period, as defined in subsection I.e.1 of this section.~~ If a tree identified as "protected" fails to survive, ~~such follow-up period~~ the property owner shall replace such tree, at its sole cost and expense, within 120 days from the date of notification by the city, with a Class 1 or Class 2 tree from the qualified tree list, which has a minimum caliper of three inches, measured 18 inches above natural ground level.

g. *One tree required for each lot developed for single-family residential use.* Each lot developed for single-family residential use shall have one of the ~~required~~ qualified trees located in the required front yard, before a certificate of occupancy may be issued. An exception may be made by the building official for substantially wooded lots, in instances where the building official determines there is not sufficient space in the front yard for proper growth, or where the planting of the tree would constitute a hazard to persons or property.

h. *Exception for lots used for single-family residential dwelling purposes.* Notwithstanding any other provision of this subsection I to the contrary, nothing contained herein shall be deemed to prohibit the owner or occupant of a single-family residential dwelling from trimming, pruning, or removing any tree located on a lot owned or occupied by such person as a private residence, provided that at least one tree is retained in the front yard, per Section 8.I.g.

...

L. ~~Reserved.~~ Screening for Dumpsters and Recycling Storage Containers

1. Dumpsters and Recycling Collection Areas

- a. Dumpsters and recycling collection areas shall be located to minimize their visibility from public streets.
- b. Dumpsters and recycling receptacles shall be screened to a height sufficient to screen the refuse from public view.
- c. Dumpsters and recycling collection enclosures shall contain permanent walls on three (3) sides with the service opening not directly abutting a public sidewalk. The fourth side shall incorporate enclosure doors.
- d. The opening for removal of the dumpster or recycling receptacle for collection is a minimum of twelve (12) feet to allow for proper access when it is serviced. For every dumpster added, an additional ten (10) feet in width is required.



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: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Proposed amendments to Appendix C Zoning Ordinance Section 7.5 – Community Overlay District

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd reading of Ordinance

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In 2014, the City of Friendswood earned Bronze Certification in the Scenic City Certification Program. Once awarded, certifications are valid for 5 years. Since it is time to renew our application (deadline March 31), staff and the Planning and Zoning Commission reviewed the Subdivision Ordinance, Zoning Ordinance and Design Criteria Manual to identify minor changes to our ordinances that could possibly assist in achieving a higher score and improved Scenic City Certification.

The mission of the *Scenic City Certification Program* is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and public spaces. The Scenic City Certification Program provides a proven, highly-regarded tool to Texas cities for assessment, evaluation and recognition of infrastructure standards.

This proposed amendment adds a reference note to the new dumpster screening requirements being proposed in Appendix C Zoning Ordinance Section 8.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ordinance changes will help earn more points on the Scenic City application thus raising the ranking level for the City from Bronze level to Silver, Gold, or Platinum.

RECOMMENDATIONS

At the regular meeting on Monday, February 4, 2019, the Planning and Zoning Commission voted unanimously (7 to 0) in favor of the proposed Zoning Ordinance amendment.

ATTACHMENTS

[Ordinance](#)

[PZ Recommendation Memo](#)

(An ordinance amending Appendix C “Zoning,” Section 7.5, “Community Overlay District,” Subsection 3, “Screening”, Subsection d, “Refuse storage areas, dumpsters, and all related activities” by adding a reference to Section 8.L. for additional screening details for dumpsters and recycling storage containers.)

ORDINANCE NO. T2019-06

AN ORDINANCE AMENDING APPENDIX C – “ZONING,” SECTION 7.5, “COMMUNITY OVERLAY DISTRICT,” SUBSECTION 3, “SCREENING”, SUBSECTION D, “REFUSE STORAGE AREAS, DUMPSTERS, AND ALL RELATED ACTIVITIES” BY ADDING A REFERENCE TO SECTION 8.L. FOR ADDITIONAL SCREENING DETAILS FOR DUMPSTERS AND RECYCLING STORAGE CONTAINERS; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix C of the Friendswood City Code, (“Zoning”) relating to land use and other circumstances, and;

WHEREAS, the City Council wishes to update and revise the requirements for dumpster screening, to facilitate the orderly development and growth of the City of Friendswood; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted a joint public hearing in the time and manner required by law; 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. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City of Friendswood Code of Ordinances, Appendix C, “Zoning”, Section 7.5, “Community Overlay District”, Subsection 3, “Screening”, Subsection D, “Refuse Storage Areas, Dumpsters, and all Related Activities”, is hereby amended by adding a reference to Section 8.L, to read as follows:

Appendix C

Zoning

Section 7.5. - Community overlay district.

1. *General purpose and description.* The community overlay district (COD) is intended to preserve and enhance the physical characteristics of the city along its entryways and in the downtown area by promoting the safety, welfare, convenience, and enjoyment of travel along these roads; providing for unified and orderly development; and promoting and aiding economic growth. The establishment of a COD does not repeal the underlying zoning classification of property to which the COD applies. The requirements of the COD are in addition to the requirements of the underlying zoning district, with the exception of the downtown district. The COD does not apply to the DD. The DD is subject to supplementary regulations and the DD geographic limitations as shown on the official zoning map. The COD includes the following thoroughfares: FM 2351 from Friendswood City Limit to Friendswood City Limit, FM 518 from the Friendswood City Limit to the Friendswood City Limit, FM 528 from Friendswood City Limit to Friendswood City Limit, Friendswood Lakes Boulevard (also known as Brittany Bay) from Friendswood City Limit to Friendswood City Limit, Bay Area Boulevard, from Friendswood City Limit to FM 528.
2. *Boundaries.* The boundary of the COD shall be parallel to the thoroughfare right-of-way to include nonresidential properties within 300 feet from the right-of-way. If any portion of such property is within 300 feet, the entire tract is subject to the COD requirements.

3. *Screening.* The following uses on the site shall be screened to a height sufficient to completely screen the use from view at ground level. For the purposes of this subsection, the term "view from ground level" shall mean the view from public walkways situated in the adjoining rights-of-way or from vehicular traffic in the first two traffic lanes in the bordering streets of the COD.
 - a. All outside storage;
 - b. Industrial activities;
 - c. Off-street loading areas;
 - d. Refuse storage areas, dumpsters, and all related activities; See section 8.L.
 - e. Air conditioning, refrigeration, heating, and other mechanical and electrical equipment;
 - f. Microwave and satellite antennas not otherwise preempted from regulation by applicable law or regulation;
 - g. Detention ponds*; and
 - h. Garage bays fronting on the thoroughfares described in subsection 1 of this section.

An opaque screen composed of berms,** walls, fences, vegetation, or a combination of these materials between the property line and the development shall be used; however, in no case shall any of the above-mentioned activities be closer to the street than the setback line.

*If detention ponds are part of the landscaping plan, screening would not be necessary. Ponds may be located no closer than ten feet from abutting rights-of-way if the pond serves only the subject property.

**Berms used for any type of screening shall be limited to a height of three feet above finished grade at the front property line (not including detention facilities), and shall be landscaped.

Section 3. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 "General penalty for violations of Code; continuing violations", and as otherwise provided by law. 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. An owner may take advantage of the changes to the buffering requirements without the need to provide a revised site plan, by requesting an appropriate permit, if the requested change is limited solely to the buffering requirements made on the basis of this Ordinance.

Section 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. SEVERABILITY.

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 6. NOTICE.

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 4th day of February, 2019.

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

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman 

Date: June 5, 2019

Re: Proposed Amendment to Appendix C, Zoning Ordinance Section 7.5 – Community Overlay District to add a reference to additional screening details for dumpsters and recycling storage containers.

At the Planning and Zoning Commission meeting held February 4, 2019, following the Joint Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the above referenced amendment to the Zoning Ordinance as shown below.

Appendix C

Zoning

Section 7.5. - Community overlay district.

1. *General purpose and description.* The community overlay district (COD) is intended to preserve and enhance the physical characteristics of the city along its entryways and in the downtown area by promoting the safety, welfare, convenience, and enjoyment of travel along these roads; providing for unified and orderly development; and promoting and aiding economic growth. The establishment of a COD does not repeal the underlying zoning classification of property to which the COD applies. The requirements of the COD are in addition to the requirements of the underlying zoning district, with the exception of the downtown district. The COD does not apply to the DD. The DD is subject to supplementary regulations and the DD geographic limitations as shown on the official zoning map. The COD includes the following thoroughfares: FM 2351 from Friendswood City Limit to Friendswood City Limit, FM 518 from the Friendswood City Limit to the Friendswood City Limit, FM 528 from Friendswood City Limit to Friendswood City Limit, Friendswood Lakes Boulevard (also known as Brittany Bay) from Friendswood City Limit to Friendswood City Limit, Bay Area Boulevard, from Friendswood City Limit to FM 528.

2. *Boundaries.* The boundary of the COD shall be parallel to the thoroughfare right-of-way to include nonresidential properties within 300 feet from the right-of-way. If any portion of such property is within 300 feet, the entire tract is subject to the COD requirements.
3. *Screening.* The following uses on the site shall be screened to a height sufficient to completely screen the use from view at ground level. For the purposes of this subsection, the term "view from ground level" shall mean the view from public walkways situated in the adjoining rights-of-way or from vehicular traffic in the first two traffic lanes in the bordering streets of the COD.
 - a. All outside storage;
 - b. Industrial activities;
 - c. Off-street loading areas;
 - d. Refuse storage areas, dumpsters, and all related activities; See section 8.L.
 - e. Air conditioning, refrigeration, heating, and other mechanical and electrical equipment;
 - f. Microwave and satellite antennas not otherwise preempted from regulation by applicable law or regulation;
 - g. Detention ponds*; and
 - h. Garage bays fronting on the thoroughfares described in subsection 1 of this section.

An opaque screen composed of berms,** walls, fences, vegetation, or a combination of these materials between the property line and the development shall be used; however, in no case shall any of the above-mentioned activities be closer to the street than the setback line.

*If detention ponds are part of the landscaping plan, screening would not be necessary. Ponds may be located no closer than ten feet from abutting rights-of-way if the pond serves only the subject property.

**Berms used for any type of screening shall be limited to a height of three feet above finished grade at the front property line (not including detention facilities), and shall be landscaped.



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: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Proposed amendments to Appendix B Subdivision Ordinance – Section IV. Parkland Dedication

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd reading of Ordinance

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In 2014, the City of Friendswood earned Bronze Certification in the Scenic City Certification Program. Once awarded, certifications are valid for 5 years. Since it is time to renew our application (deadline March 31), staff and the Planning and Zoning Commission reviewed the Subdivision Ordinance, Zoning Ordinance and Design Criteria Manual to identify minor changes to our ordinances that could possibly assist in achieving a higher score and improved Scenic City Certification.

The mission of the *Scenic City Certification Program* is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and public spaces. The Scenic City Certification Program provides a proven, highly-regarded tool to Texas cities for assessment, evaluation and recognition of infrastructure standards.

This proposed amendment adds a maximum of 20% impervious cover area in parks.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The ordinance changes will help earn more points on the Scenic City application thus raising the ranking level for the City from Bronze level to Silver, Gold, or Platinum.

RECOMMENDATIONS

At the regular meeting on Monday, February 4, 2019, the Planning and Zoning Commission voted unanimously (7 to 0) in favor of the proposed Zoning Ordinance amendment.

ATTACHMENTS

[Ordinance](#)

[PZ Recommendation memo](#)

(An ordinance amending Appendix B “Subdivisions,” Section IV, “Parkland Dedication,” Subsection f, “Additional requirements”, Subsection 2, guidelines used in designing parks and adjacent development, adding Subsection (g), identifying impervious cover requirements for the open space area.)

ORDINANCE NO. T2019-07

AN ORDINANCE AMENDING APPENDIX B – “SUBDIVISIONS,” SECTION IV, “PARKLAND DEDICATION,” SUBSECTION F, “ADDITIONAL REQUIREMENTS”, SUBSECTION 2, GUIDELINES USED IN DESIGNING PARKS AND ADJACENT DEVELOPMENT, ADDING SUBSECTION (G), IDENTIFYING IMPERVIOUS COVER REQUIREMENTS OF THE OPEN SPACE AREA; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED \$2000, OR AS OTHERWISE PROVIDED BY LAW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood is continually reviewing the provisions of the City Code of Ordinances, specifically including Appendix B of the Friendswood City Code, (“Subdivisions”) relating to land use and other circumstances, and;

WHEREAS, the City Council wishes to update and revise the requirements for the development of parks by adding a maximum percentage of allowable impervious cover, as reflected herein, to maintain the open space of the City of Friendswood; and

WHEREAS, the Planning and Zoning Commission of the City of Friendswood has conducted a public hearing, received input from staff and has issued its final report recommending the amendments referenced hereafter; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted a joint public hearing in the time and manner required by law; 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. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City of Friendswood Code of Ordinances, Appendix B, “Subdivisions”, Section IV, “Parkland Dedication”, Subsection f, “Additional Requirements”, Subsection 2 is hereby amended by adding 2(g), to read as follows:

Appendix B

Subdivisions

Section IV. - Parkland dedication.

f. *Additional requirements.*

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The following characteristics of a proposed area are preferred wherever possible:

- (a) The city reserves the right to decline any dedication of proposed parkland if it is determined to be in the best interests of the city.
- (b) Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
- (c) Sites should be located adjacent to schools, where possible, in order to encourage both shared facilities and the potential co-development of new sites.
- (d) Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.

(e) Sites should not have unusual topography which would render the land unusable for organized recreational activities where these activities are necessary to the type of park.

(f) Sites should have and retain existing trees or other scenic elements.

(g) Land subject to an easement or a right-of-way shall comprise no more than 25 percent of the total land dedicated under the provisions of this section. In addition, any land that is subject to an easement or a right-of-way and which is dedicated under this section must be contiguous with the other area dedicated to the city and must conform with all other requirements of this section.

(h) All offers of dedication must be accompanied by a phase one environmental study verifying the absence of conditions which would inhibit or prohibit its future use and development as park facilities.

2. Parks should be easy to access and be open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:

(a) Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).

(b) A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street or pedestrian connections to existing and future adjoining subdivisions may be required to provide reasonable access to parks.

(c) Where a nonresidential use directly abuts a park, the city may require the developer to construct, at his expense, screening of a minimum height of eight feet. The screened area must be landscaped on the park side. Access points from the nonresidential use to the park may be permitted.

(d) Alleys may abut a park, where otherwise allowed by ordinance, but they should not be designed to encourage motorized traffic to the park.

(e) Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this section, provided, however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion, subject to a proportionality review of the impacts generated by the subdivision, provided, further, that the city may enter into a development agreement with the subdivider to share the costs of street construction for abutting streets.

(f) Wildlife, existing trees and shrubs on the site shall be preserved to the greatest extent practicable.

(g) A park shall not have impervious cover exceeding 20 percent of the open space area.

Section 3. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Friendswood City Code of Ordinances. Violation of this Ordinance is subject to the penalty provisions contained in such Code under Section 1-14 "General penalty for violations of Code; continuing violations", and as otherwise provided by law. 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. An owner may take advantage of the changes to the buffering requirements without the need to provide a revised site plan, by requesting an appropriate permit, if the requested change is limited solely to the buffering requirements made on the basis of this Ordinance.

Section 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 5. SEVERABILITY.

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 6. NOTICE.

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 4th day of February, 2019.

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

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Memo

To: Mayor and City Council

From: Joe Matranga, Planning & Zoning Commission Chairman 

Date: June 5, 2019

Re: Proposed Amendment to Appendix B, Subdivision Ordinance Section IV. "Parkland Dedication," Subsection f, "Additional requirements", Subsection 2, guidelines used in designing parks and adjacent development, adding Subsection (g), identifying impervious cover requirements for the open space area.

At the Planning and Zoning Commission meeting held February 4, 2019, following the Joint Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7-0 to approve the above referenced amendment to the Subdivision Ordinance as shown below.

Appendix B
Subdivisions
Section IV. - Parkland dedication.

f. Additional requirements.

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The following characteristics of a proposed area are preferred wherever possible:

- (a) The city reserves the right to decline any dedication of proposed parkland if it is determined to be in the best interests of the city.
- (b) Park sites should preferably be located so that users are not required to cross arterial roadways to access them.
- (c) Sites should be located adjacent to schools, where possible, in order to encourage both shared facilities and the potential co-development of new sites.
- (d) Sites should be located adjacent to a greenbelt system, where possible, so that connections to a trail network may be easily achieved.

- (e) Sites should not have unusual topography which would render the land unusable for organized recreational activities where these activities are necessary to the type of park.
- (f) Sites should have and retain existing trees or other scenic elements.
- (g) Land subject to an easement or a right-of-way shall comprise no more than 25 percent of the total land dedicated under the provisions of this section. In addition, any land that is subject to an easement or a right-of-way and which is dedicated under this section must be contiguous with the other area dedicated to the city and must conform with all other requirements of this section.
- (h) All offers of dedication must be accompanied by a phase one environmental study verifying the absence of conditions which would inhibit or prohibit its future use and development as park facilities.

2. Parks should be easy to access and be open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines should be used in designing parks and adjacent development:

- (a) Where physically feasible, parks should be bounded by streets, or by other public uses (e.g., school, library, recreation center).
- (b) A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions. Street or pedestrian connections to existing and future adjoining subdivisions may be required to provide reasonable access to parks.
- (c) Where a nonresidential use directly abuts a park, the city may require the developer to construct, at his expense, screening of a minimum height of eight feet. The screened area must be landscaped on the park side. Access points from the nonresidential use to the park may be permitted.
- (d) Alleys may abut a park, where otherwise allowed by ordinance, but they should not be designed to encourage motorized traffic to the park.
- (e) Streets abutting a park shall be built in accordance with the thoroughfare plan and the standards of this section, provided, however, the city may require any residential street built adjacent to a park to be constructed to collector width to ensure access and prevent traffic congestion, subject to a proportionality review of the impacts generated by the subdivision, provided, further, that the city may enter into a development agreement with the subdivider to share the costs of street construction for abutting streets.
- (f) Wildlife, existing trees and shrubs on the site shall be preserved to the greatest extent practicable.
- (g) A park shall not have impervious cover exceeding 20 percent of the open space area.



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: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Request to change the underlying zoning on the property from Single Family Residential (SFR) to Downtown District (DD)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 2nd Reading of Ordinance

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The property owner, currently Reach Church (formerly New Life Assembly of God), is requesting to change the underlying zoning on their property from Single Family Residential (SFR) to Downtown District (DD) in order to market and sell the property for commercial development. They would move the church to another location.

The Zoning Map indicated that there was Specific Use Permit (SUP) on the property to allow a Church; however, during staff research for the rezoning report, staff found that there is no documentation of a SUP ever being approved. If the zone change is approved and the church sells the property to a commercial developer, they will be required to develop the property in accordance with the DD zoning regulations. If another church purchased the property, they could continue the use as a non-conforming use. A Specific Use Permit (SUP) would be required for any expansion for the church use. It is our understanding that the property is currently under contract for purchase to convert the existing building into medical offices and build a retail center along Friendswood Link Rd.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The property is located within the Downtown District boundary which allows them to opt in to the DD zoning district. This property is also located in Area B of the Neighborhood Empowerment Zone (R2008-103), which waives fees for businesses and developers that are "for-profit," zoned Downtown District (DD), and that incorporate sidewalk or façade improvements into their overall development plan according to the Downtown District zoning guidelines. The requested change is also in compliance with the Future Land Use Map 2008.

RECOMMENDATIONS

The Planning and Zoning Commission voted unanimously (7-0) in favor of the requested zone change.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[PZ Recommendation Memo](#)

(Title: An ordinance amending the zoning classification for a tract or parcel containing 1.91 acres located at 104 Whispering Pines Avenue, Friendswood, Texas, by granting a zone classification change from Single-Family Residential (SFR) to Downtown District (DD), as more fully described herein.)

ORDINANCE NO. T2019-08

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 1.91 ACRES OF LAND, BEING PART OF ABSTRACT 151, PAGE 6, PART OF LOT 4 (4-1), BLOCK 11, FRIENDSWOOD SUBDIVISION & ADJACENT ABANDONED HATCHER LANE RIGHT-OF-WAY, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM SINGLE-FAMILY RESIDENTIAL (SFR) TO DOWNTOWN DISTRICT (DD); 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, Reach Church Friendswood (formerly New Life Assembly of Friendswood, Texas, Inc.) is the Owner of a 1.91 acre parcel of land, being part of Abstract 151, Page 6, Part of Lot 4 (4-1), Block 11, Friendswood Subdivision & adjacent abandoned Hatcher Lane Right-Of-Way, Galveston County, Texas, as heretofore described pursuant to those deeds filed for record under Clerk’s File Numbers 101975 and 8431602 of the Real Property Records of Galveston County, 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 Downtown District (DD); and

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

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ 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 Downtown District (DD), 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 February, 2019.

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

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

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



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

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

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 104 Whispering Pines

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: New Life Assembly of God Phone: 832-888-7235Owner's Mailing Address: P.O. Box 1014City: Friendswood State: TX Zip: 77549 Fax: _____Owner's Email Address: tracybarnett68@yahoo.comAGENT'S NAME: Donna Winfrey Phone: 713-377-6166Agent's Mailing Address: 1707 1/2 Post Oak Blvd #616City: Houston State: TX Zip: 77056 Fax: _____Agent's Email Address: donna @ winfreydevelopment.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: Pastor Tracy Barnett Date: 12/22/2018Agent's Signature: Donna Winfrey Date: 12/27/2018

Received By: B Summers
 Date of Public Hearing: 2-4-19
 Property Owner Notices: 1-25-19

Application Number: PLAN-2018-003
 Received Date: 12-28-18
 Newspaper Notice: 1-14-19
 Sign on Property: 1-25-19

Submittal Requirements for Zone Change Applications

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

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

(Fee is waived for properties zoned DD or changing to DD zoning)

for profit only

☒ Current Deed of Record

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

PUD Option 1

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

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

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

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

PUD Option 2

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

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

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

Specific Use Permit Option 1

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

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

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

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

Specific Use Permit Option 2

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

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

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

DEED
BOOK 2799 PAGE 666

101975

4850-A
Clear Lake
O. Moore

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only.
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF GALVESTON

} KNOW ALL MEN BY THESE PRESENTS:

That we, WILBERT L. BOYLE and MARIE BOYLE

of the County of Galveston and State of Texas for and
in consideration of the sum of Ten and no/100-----(\$10.00)-----DOLLARS
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged, and the further consideration of

the execution and delivery by the grantee of its one certain
promissory note of even date herewith in the principal sum of
Fifteen Thousand Dollars (\$15,000.00) payable to the order of
Wilbert L. Boyle and Marie Boyle, at Friendswood, Galveston
County, Texas, bearing interest from date thereof at the rate of
7% per annum, matured unpaid principal and interest to bear interest
at the rate of 10% per annum from maturity until paid, principal
and interest being due and payable in monthly installments of One-
Hundred Seventy-Four and 16/100 Dollars (\$174.16) (or more) each,
payable on the 15th day of each and every calendar month, beginning
January 15, 1977, and continuing regularly thereafter until the
whole of said sum, with interest, has been duly paid, interest being
calculated on the unpaid principal to the date of each installment
paid and the payment credited, first, to the discharge of the in-
terest accrued and the balance to the reduction of principal, said
note providing for acceleration of maturity in event of default and
for 10% attorney's fees.

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of
trust of even date herewith to JOHN M. NESHEIM Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

NEW LIFE ASSEMBLY OF GOD

of the County of Galveston and State of Texas, all of the following described real
property in Galveston County, Texas, to-wit:

Being a tract of land containing 71,890 square feet of land or
1.6504 acres of land out of lot 4, block 11, town of Friendswood,
in the J. R. Williams and Sara McKissick League, in Galveston County,
Texas according to the map thereof recorded in Volume 6, Page 64 of
the Galveston County Map Records; said tract being more and particularly
described by metes and bounds as follows:

DEED
BOOK 2799 PAGE 667

Commencing in the Southeasterly corner of the above mentioned Lot 4, Block 11, Town of Friendswood;

Thence North 67° 30' 19" West a distance of 120.0 feet to an iron rod in the North right-of-way line of Whispering Pines (60 feet in width) to the place of beginning.

Thence North 67° 30' 19" West, along the North line of Whispering Pines a distance of 178.87 feet to the Southwest corner of the herein described tract of land;

Thence North 22° 29' 42" East, a distance of 250.00 feet to the Northwest corner of the herein described tract of land;

Thence South 67° 30' 19" East, along the North line of the herein described tract of land, a distance of 298.87 feet to the Northeast corner of the herein described tract of land; said corner lying in the East right-of-way line of Friendswood Link Road;

Thence South 22° 29' 42" West along the West line of Friendswood Link Road, a distance of 130.00 feet to the beginning of a curve the the right;

Thence in a Southwesterly direction along said curve whose radius is 120 feet, a distance of 188.50 feet to the end of said curve, said end of curve being in the North line of Whispering Pines, 60 feet wide, to the place of beginning, containing 1.6504 acres of land.

This is subject to all conditions, restrictions and easements of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

In the event, however, said property should cease to be used for any purpose outlined in the Constitution and By-laws of the South Texas District of Assemblies of God, Inc. due to lack of membership or failure of organization or in the event the congregation should sever its affiliation with the Assembly of God organization, the herein property shall revert to and become the property of South Texas District Council of the Assemblies of God, Inc. in fee simple absolute.

EXECUTED

this

11th

day of

January

A. D. 1937

WILBERT L. BOYLE

x Marie Boyle
MARIE BOYLE

DEED
BOOK 2799 PAGE 668

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared

WILBERT L. BOYLE and MARIE BOYLE

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of January, A. D. 1977
Notary Public in and for Harris County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

Known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, 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 and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

County, Texas.

DEC 07 1977
BOOK 2799 PAGE 669

101973

WARRANTY DEED
WITH VENDORS LIEN

WILBERT L. BOYLE and
MARIE BOYLE

TO

NEW LIFE ASSEMBLY OF GOD

PREPARED IN THE LAW OFFICE OF:

JOHN M. NESHEIM
1100 Nasa Rd. One, Suite 600
Houston, Texas 77058
333-4760

PLEASE RETURN TO:

*Shirley Jelle
400 Cyclops Rd.
Houston, TX 77058*

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the record records of Galveston
County, Texas as stamped hereon.



FEB 1 1977

John M. Nesheim, Jr.
County Clerk

FILED FOR RECORD
FEB 1 11 19 AM 1977

John M. Nesheim, Jr.
COUNTY CLERK

8431602

Church copy

003-17-2026

THE STATE OF TEXAS X
COUNTY OF GALVESTON X

KNOW ALL MEN BY THESE PRESENTS:

THAT RAY UTLEY, of the County of Galveston and State of Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has BARGAINED, SOLD, RELEASED, AND FOREVER QUITCLAIMED, and does by these presents BARGAIN, SELL, RELEASE, AND FOREVER QUITCLAIM unto New Life Assembly of God Church, 104 Whispering Pines, Friendswood, Texas 77546, hereinafter referred to as Grantee, all the following described property in Galveston County, Texas, to-wit:

FIELD NOTES ON A 30 FOOT WIDE STRIP OF LAND Out of a 60 foot Strip Formerly Called Friendswood Drive (Now Closed), and Out of Abstract 151, Galveston County, Texas, Said 60 foot Being Adjacent to a Triangular Parcel of Land Described in Book 3135, Page 530, of the Deed Records of Galveston County, Texas, and More Particularly Described by Metes and Bounds As Follows:

Commencing at the intersection of the northwesterly right-of-way of Whispering Pines (60 foot wide portion) with the northeasterly right-of-way of the old Friendswood Drive (Now Closed), said point being the most southerly corner of the property now occupied by the New Life Assembly of God Church;

Thence N. $47^{\circ} 22' 48''$ W. a distance of 20.0 feet to the PLACE OF BEGINNING of this 30 foot strip of land;

THENCE S. $42^{\circ} 02' 07''$ W. a distance of 30.00 feet to a point in the center line of the old Friendswood Drive for the most southerly corner of this tract being described;

THENCE N. $47^{\circ} 22' 48''$ W. along the former center line of the old Friendswood Drive a distance of 286.76 feet to a point for the most northwesterly corner of this tract being described;

THENCE N. $42^{\circ} 02' 07''$ E. a distance of 30.00 feet to a 1/2 inch iron rod for the most northerly corner of this tract being described;

THENCE S. $47^{\circ} 22' 48''$ E. along the former northeasterly right-of-way of old Friendswood Drive a distance of 286.76 feet to the PLACE OF BEGINNING, and containing 0.1975 Acres of Land.

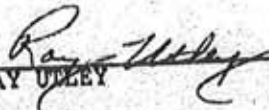
Prepared & Certified By:
COENCO, Inc.
Consulting Engineers

By: Malcolm A. Collins
Malcolm A. Collins, Registered
Professional Engineer and Public
Surveyor

003-17-2027

TO HAVE AND TO HOLD all of the above described premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, so that neither the Grantor nor any person or persons representing Grantor shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises, or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this 16 day of March, 1984.


RAY UTLEY

THE STATE OF TEXAS
COUNTY OF GALVESTON

003-17-2028

BEFORE ME, the undersigned authority, on this day personally appeared Ray Willey, 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.

Given under my hand and seal of office on this the 16 day of MARCH, 1984.

Billie A. Crutman
Notary Public in and for the State
of Texas

My Commission Expires: 1-20-87

FILED FOR RECORD
JUL 2 3 43 PM '84

Mary Jane Edrington
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of Real Property of Galveston County, Texas, on

JUL 2 1984



Mary Jane Edrington
COUNTY CLERK, GALVESTON COUNTY, TEXAS

SHANKS SURVEYORSBilly L. Shanks
REGISTERED PUBLIC SURVEYOR840 Gemini, Suite 204
Houston, Texas 77062

488-8305

MAY 3, 1986

A 209 SQUARE FOOT TRACT OF LAND OUT OF LOT 4, BLOCK 11, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 14 OF THE GALVESTON COUNTY CLERK'S RECORDS AND ALSO BEING PART OF FRIENDSWOOD DRIVE (NOW CLOSED):

COMMENCING AT THE SOUTH CORNER OF SAID LOT 4, BLOCK 11 AND ALSO BEING THE CENTERLINE INTERSECTION OF WHISPERING PINES (60' WIDE) AND FRIENDSWOOD DRIVE (60' WIDE AND NOW ABANDONED);

THENCE N 45° 00' 00" W 230.00 FEET ALONG THE SOUTHWEST LINE OF SAID LOT 4 (ALSO THE CENTERLINE OF FRIENDSWOOD DRIVE) TO THE POINT OF BEGINNING OF THIS TRACT;

THENCE CONTINUING N 45° 00' 00" W 6.76 FEET ALONG THE CENTERLINE OF FRIENDSWOOD DRIVE TO A 1/2" IRON ROD;

THENCE N 44° 49' 30" E 30.00 FEET TO A 1/2" IRON ROD IN THE NORTHEAST LINE OF SAID FRIENDSWOOD DRIVE;

THENCE S 45° 00' 00" E 6.76 FEET ALONG THE NORTHEAST LINE OF FRIENDSWOOD DRIVE TO A POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES;

THENCE S 44° 49' 00" W 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 209 SQUARE FEET OF LAND.



Billy L. Shanks

*not surveyed
1.9/1/86*

SHANKS SURVEYORS

Billy L. Shanks
REGISTERED PUBLIC SURVEYOR

940 Gemini, Suite 204
Houston, Texas 77062

484-8305

MARCH 10, 1986

A 1.6442 ACRE TRACT OUT OF LOT 4, BLOCK 11, FRIENDSWOOD,
GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED
IN VOLUME 238, PAGE 14, GALVESTON COUNTY CLERK'S RECORDS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 4, BLOCK 11 AND BEING AT
THE CENTERLINE INTERSECTION OF WHISPERING PINES (60' WIDE) AND
FRIENDSWOOD DRIVE (60' WIDE BUT NOW CLOSED);

THENCE N 44° 49' 00" E 30.00 FEET ALONG THE SOUTHEAST LINE OF SAID LOT
4 (ALSO THE CENTERLINE OF WHISPERING PINES);

THENCE N 45° 00' 00" W 150.00 FEET TO AN IRON ROD IN THE NORTHEAST
RIGHT-OF-WAY LINE OF FRIENDSWOOD DRIVE (NOW CLOSED) AT THE POINT OF
BEGINNING OF THIS TRACT;

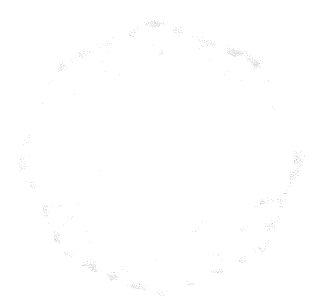
THENCE CONTINUING N 45° 00' 00" W 178.87 FEET ALONG THE NORTHWEST LINE
OF FRIENDSWOOD DRIVE (NOW CLOSED) TO A 5/8" IRON ROD;

THENCE N 44° 49' 00" E 250.00 FEET TO A 1/2" IRON ROD;

THENCE S 45° 00' 00" E 298.87 FEET TO A 1/2" IRON ROD IN THE NORTH-
WEST RIGHT-OF-WAY LINE OF WHISPERING PINES;

THENCE S 44° 49' 00" W 130.00 FEET ALONG THE NORTHWEST RIGHT-OF-WAY LINE
OF WHISPERING PINES TO AN IRON ROD;

THENCE IN A WESTERLY DIRECTION ALONG A CURVE TO THE RIGHT (OLD STREET
RIGHT-OF-WAY LINE AS PREVIOUSLY OCCUPIED) WITH A RADIUS OF 119.62
FEET, A CENTRAL ANGLE OF 90° 11' 00" , A LENGTH OF 183.28 FEET TO
THE POINT OF BEGINNING AND CONTAINING 71,623 SQUARE FEET OR 1.6442
ACRES OF LAND.



Billy L. Shanks

SHANKS SURVEYORS

Billy L. Shanks
REGISTERED PUBLIC SURVEYOR

940 Gemini, Suite 204
Houston, Texas 77062

488-8305

MARCH 10, 1986

A 0.1975 ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 11, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 14 OF THE GALVESTON COUNTY CLERK'S RECORDS AND ALSO BEING PART OF FRIENDSWOOD DRIVE (NOW CLOSED):

COMMENCING AT THE SOUTH CORNER OF SAID LOT 4, BLOCK 11 AND ALSO BEING THE CENTERLINE INTERSECTION OF WHISPERING PINES (60' WIDE) AND FRIENDSWOOD DRIVE (60' WIDE AND NOW ABANDONED);

THENCE N 45° 00' 00" W 50.00 FEET ALONG THE SOUTHWEST LINE OF SAID LOT 4 (ALSO THE CENTERLINE OF FRIENDSWOOD DRIVE) TO THE POINT OF BEGINNING OF THIS TRACT;

THENCE CONTINUING N 45° 00' 00" W 286.76 FEET ALONG THE CENTERLINE OF FRIENDSWOOD DRIVE TO A 1/2" IRON ROD;

THENCE N 44° 49' 00" E 30.00 FEET TO A 1/2" IRON ROD IN THE NORTH-EAST LINE OF SAID FRIENDSWOOD DRIVE;

THENCE S 45° 00' 00" E 286.76 FEET ALONG THE NORTHEAST LINE OF FRIENDSWOOD DRIVE TO A POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES;

THENCE S 44° 49' 00" W 30.00 FEET ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES TO THE POINT OF BEGINNING AND CONTAINING 0.1975 ACRE OF LAND.



Billy L. Shanks

SHANKS SURVEYORS

Billy L. Shanks
REGISTERED PUBLIC SURVEYOR

640 Gemini, Suite 204
Houston, Texas 77062

403-8305

MARCH 10, 1986

A 3,094 SQUARE FOOT TRACT OF LAND OUT OF THE SOUTH CORNER OF LOT 4, BLOCK 11, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 238, PAGE 14 OF THE GALVESTON COUNTY CLERK'S RECORDS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 4, BLOCK 11 AND BEING AT THE CENTERLINE INTERSECTION OF WHISPERING PINES AND FRIENDSWOOD DRIVE (NOW CLOSED);

THENCE N 44° 49' 00" E 30.00 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 4 (ALSO THE CENTERLINE OF WHISPERING PINES);

THENCE N 45° 00' 00" W 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND ALSO BEING THE INTERSECTION OF THE NORTH-WEST RIGHT-OF-WAY LINE OF WHISPERING PINES (60' WIDE) AND THE NORTH-EAST RIGHT-OF-WAY LINE OF FRIENDSWOOD DRIVE (60' WIDE BUT NOW CLOSED);

THENCE N 45° 00' 00" W 120.00 FEET ALONG THE NORTHEAST LINE OF ABANDONED FRIENDSWOOD DRIVE TO AN IRON ROD;

THENCE IN AN EASTERLY DIRECTION ALONG A CURVE TO THE LEFT WITH A RADIUS OF 119.62 FEET, A CENTRAL ANGLE OF 90° 11' 00", A DISTANCE OF 188.28 FEET TO AN IRON ROD IN THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES,

THENCE S 44° 49' 00" W 120.00 FEET ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF WHISPERING PINES TO THE POINT OF BEGINNING AND CONTAINING 3,094 SQUARE FEET OF LAND AND BEING A TRACT OF LAND PREVIOUSLY OCCUPIED BY A PUBLIC STREET.

Billy L. Shanks



Subject Property:
104 Whispering Pines Ave.

Legend

- Lot Lines
- - - Creeks
- City Limits
- Counties
- City Owned

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.

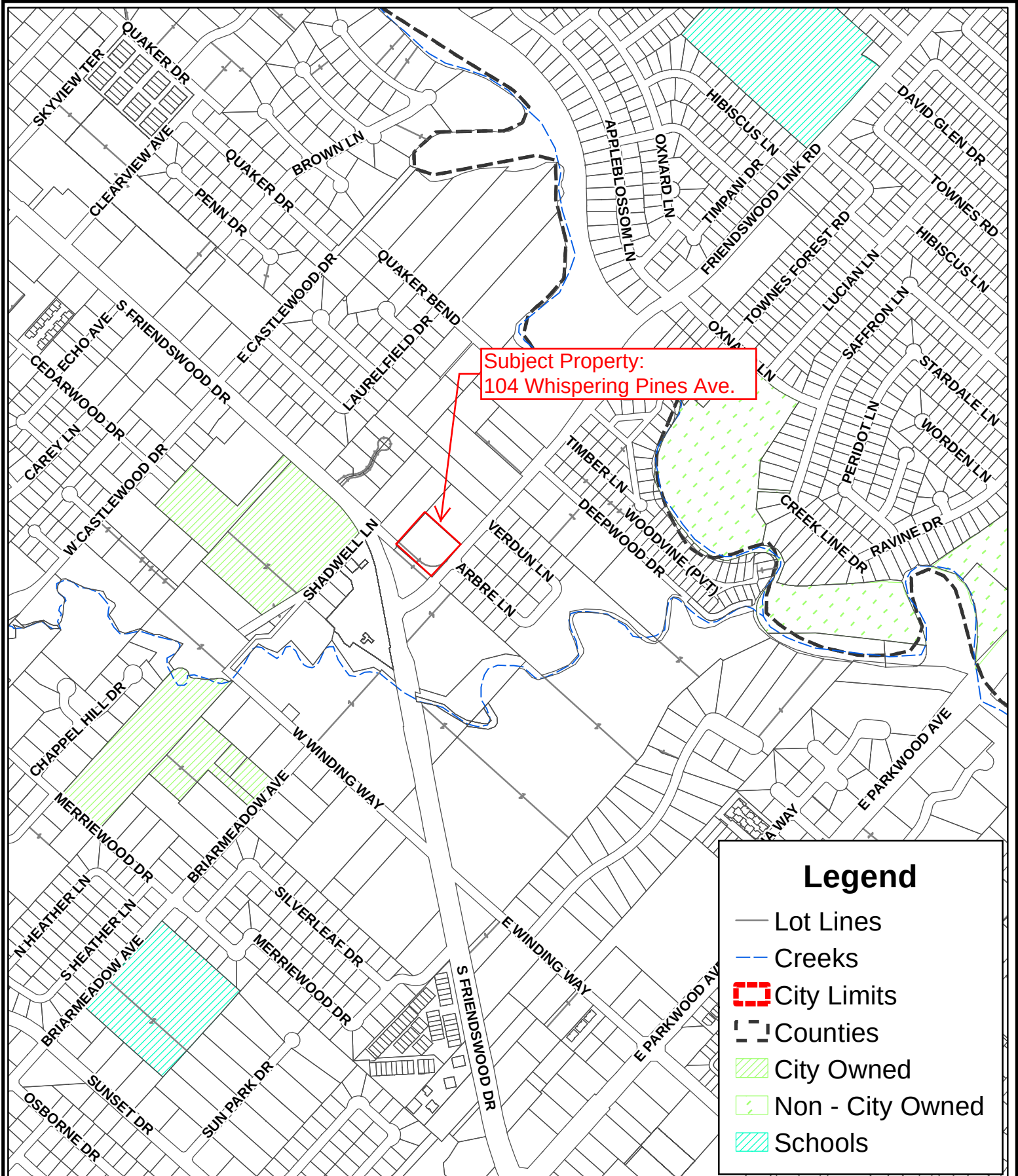


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 200'

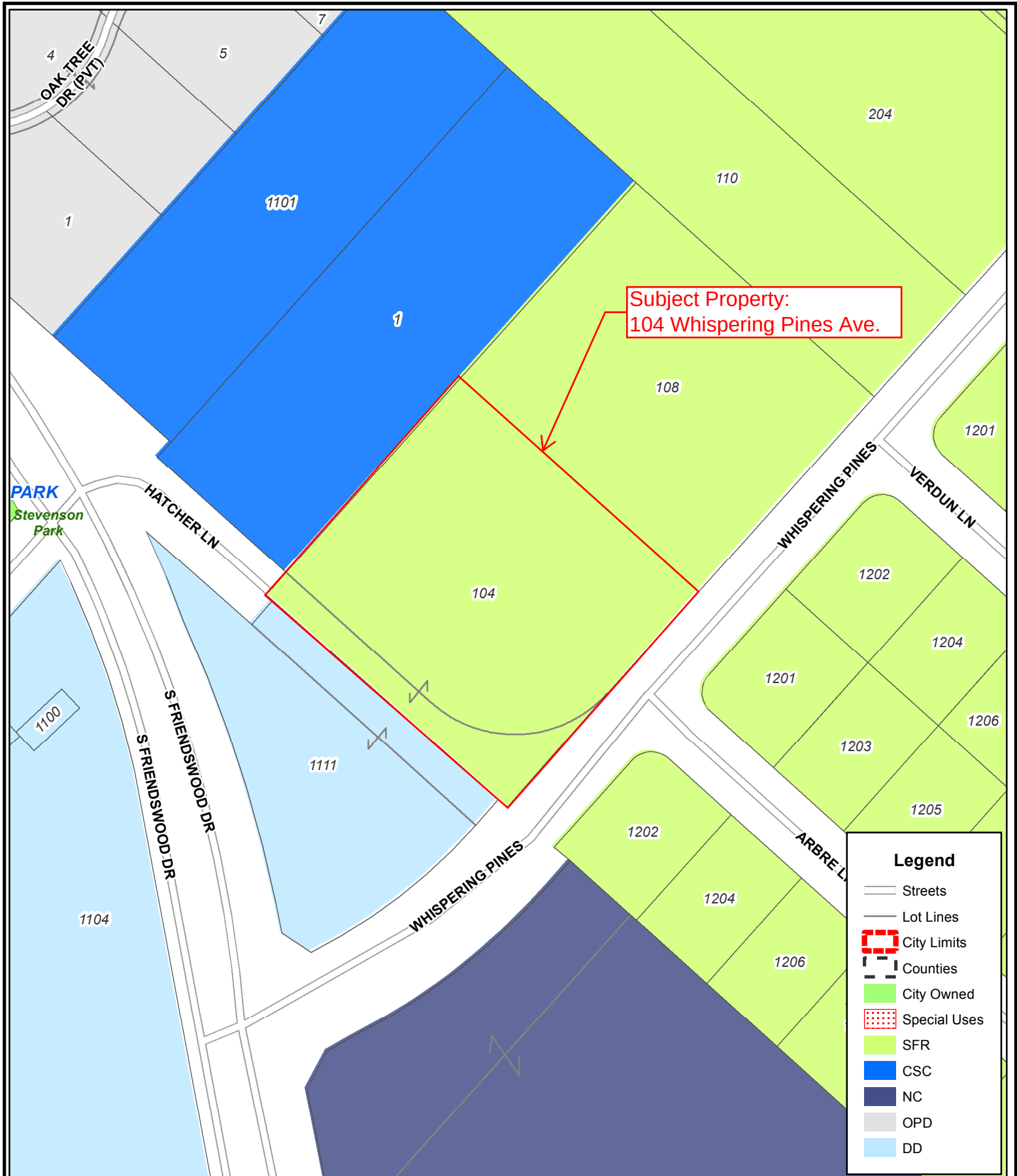


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 803'



Subject Property:
104 Whispering Pines Ave.

Legend

- Streets
- Lot Lines
- City Limits
- Counties
- City Owned
- Special Uses
- SFR
- CSC
- NC
- OPD
- DD

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



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Friendswood GIS Mapping



1" = 120'

Memo

To: Mayor and City Council 
From: Joe Matranga, P&Z Chairman
Date: February 5, 2019
Re: Zone Classification Change Request – 104 Whispering Pines Ave. to change from Single Family Residential (SFR) to Downtown District (DD)

At the Planning and Zoning Commission meeting held February 4, 2019, following the Joint Public Hearing, the City of Friendswood Planning and Zoning Commission voted unanimously 7 to 0 to approve the zone change request referenced above.



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: March 4, 2019

Date Submitted: February 19, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone Change Request – 1 Hatcher Lane to change from Community Shopping Center (CSC) to Downtown District (DD)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st reading of ordinance

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning on the subject property from CSC to DD. The property is located within the established Downtown District boundary and is eligible to opt into the DD zoning. If approved, the development of the property would be subject to the architectural requirements of the DD zoning regulations. Development related fees would be waived for any for-profit business that is established on the property. At this time, staff is unaware of any specific property development plans.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The requested zone change is in compliance with the Future Land Use Map and the Zoning Ordinance.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the Joint Public Hearing.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)

(Title: An ordinance amending the zoning classification for a tract or parcel containing 1.8864 acres located at 1 Hatcher Lane, Friendswood, Texas, by granting a zone classification change from Community Shopping Center (CSC) to Downtown District (DD), as more fully described herein.)

ORDINANCE NO. T2019-10

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 1.8864 ACRES OF LAND, SITUATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT 151, BEING OUT OF LOT 4 IN BLOCK 11 OF FRIENDSWOOD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 238, PAGE 14, FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM COMMUNITY SHOPPING CENTER (CSC) TO DOWNTOWN DISTRICT (DD); 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, John P. Gannon is the Owner of a 1.8864 acre parcel of land, situated in the Sarah McKissick Survey, Abstract 151, being out of Lot 4 in Block 11 of Friendswood Subdivision according to the plat thereof recorded in Volume 238, Page 14, Friendswood, Galveston County, Texas, as heretofore described pursuant to the deed filed for record under Clerk’s File Numbers 2015006491 of the Real Property Records of Galveston County, 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 Community Shopping Center (CSC) to Downtown District (DD); and

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

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ 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 Community Shopping Center (CSC) to Downtown District (DD), 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 March, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 1st day of April, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed
3. Metes and Bounds Description
4. Aerial Map
5. Location Map
6. Zoning Map



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Commercial CSO

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: Downtown District ☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 1 Hatcher Lane, Friendswood

Platted Land – Plat Name: Friendswood Subdivision Lot: 4 Block: 11

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: JOHN P. GANNON Phone: 281-992-2828

Owner's Mailing Address: 1 525 PARK GROVE

City: KATY State: TX Zip: 77450 Fax: _____

Owner's Email Address: john@jgioutdoor.com

AGENT'S NAME : _____ Phone: _____

Agent's Mailing Address: _____

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

Agent's Email Address: _____

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

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

Owner's Signature: [Signature] Date: 1-4-19

Agent's Signature: _____ Date: _____

Received By: <u>Bsummers</u>	Application Number: <u>PLAN-2019-0002</u>
Date of Public Hearing: <u>3-4-19</u>	Received Date: <u>1-10-19</u>
Property Owner Notices: <u>2-22-19</u>	Newspaper Notice: <u>2-11-19</u>
	Sign on Property: <u>2-22-19</u>

WARRANTY DEED WITH VENDOR'S LIEN

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.

Date:

January 29, 2015

Grantor:

**CHERYL HATCHER BOUILLION A/K/A H. CHERYL HATCHER
BOUILLION, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR
OF THE ESTATE OF MARIETTA M. HATCHER, DECEASED**

Grantor's Mailing Address (including county):

1524 Westfield St.
Pearland, TX 77581

Grantee:

JOHN P. GANNON

Grantee's Mailing Address (including county):

204 Stanley Ct.
Friendswood, Galveston County, Texas 77546

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and the further consideration of **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)** to Grantor in hand paid by HOMETOWN BANK, NATIONAL ASSOCIATION, of Galveston, Texas, at the special instance and request of the Grantee, in part payment of the purchase price for the land and premises herein conveyed, to evidence which the said Grantee has executed his one certain promissory note to the order of HOMETOWN BANK, NATIONAL ASSOCIATION, payable as therein provided, and secured by a first vendor's lien and superior title herein retained and by deed of trust herewith executed by the said Grantee to G. WILLIAM RIDER, TRUSTEE.

The above-mentioned note for \$375,000.00 is made payable directly to HOMETOWN BANK, NATIONAL ASSOCIATION, which has advanced said sum of money at the request of Grantee herein to the Grantor herein; and in consideration of the premises that Grantor does hereby SELL, TRANSFER AND ASSIGN unto the said HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, the first vendor's lien and superior title herein retained against the property herein conveyed to secure the payment of the aforesaid note as fully subrogating HOMETOWN BANK, NATIONAL ASSOCIATION, its successors and assigns, to all rights, titles, equities and interest in and to such note and all liens against the property securing payment thereof, such assignment, however, being without recourse in any event against the Grantor herein,

Property (including any improvements):

1.886 acres of land, more or less, out of Lot 4, Block 11, FRIENDSWOOD SUBDIVISION, according to the plat thereof, recorded in Volume 238, Page 14, Galveston County Map Records, out of the J.R. Williams or Sarah McKissick Survey, Abstract No. 151 in Galveston County, Texas and being the same land conveyed to Harry M. Hatcher in deeds recorded in Volume 823, Page 132 and confirmed in Volume 923, Page 34, Deed Records, Galveston County, Texas and said tract being more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof.

This conveyance is made and accepted subject to all the restrictions, covenants and conditions, easements, set-back lines, charges, mineral interests, reserved and/or granted, and rights-of-way either apparent or of record in the Office of the County Clerk of Galveston County, Texas, including but not limited to the following:

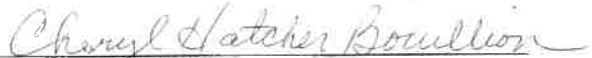
1. Easement to Community Public Service Company of record in Volume 637, Page 437, of the Deed Records of Galveston County, Texas for the purpose of electric transmission and distributing line; and
2. Any titles or rights asserted by anyone including, but not limited to persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low time to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or rights of easement along and across the same.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to 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, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

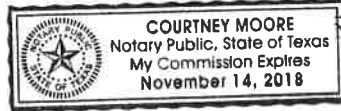
When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 29th day of January, 2015.


CHERYL HATCHER BOULLION
A/K/A H. CHERYL HATCHER BOULLION,
INDIVIDUALLY AND AS INDEPENDENT
EXECTURIX OF THE ESTATE OF MARIETTA M.
HATCHER, DECEASED

STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 29th day of September, 2015, by **CHERYL HATCHER BOUILLION a/k/a H. CHERYL HATCHER BOUILLION, Individually and as Independent Executrix of the Estate of MARIETTA M. HATCHER, Deceased, on behalf of said estate.**



Courtney Moore
Notary Public in and for THE STATE OF TEXAS

Loan origination organization: HOMETOWN BANK, NATIONAL ASSOCIATION
NMLS ID 478260
Loan Originator: Allan Rasmussen, Jr.
NMLS ID 684576

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

RIDER & WILSON
Suite 802, 2200 Market Street Tower
2200 Market Street
Galveston, Texas 77550

Exhibit "A"

A SURVEY OF 1.886 ACRES OF LAND, MORE OR LESS, OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 238, PAGE 14, GALVESTON COUNTY MAP RECORDS, OUT OF THE J.R. WILLIAMS OR SARAH MCKISSICK SURVEY, ABSTRACT NO. 151, IN GALVESTON COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO HARRY M. HATCHER IN DEEDS RECORDED IN VOLUME 823, PAGE 132 AND CONFIRMED IN VOLUME 923, PAGE 34, DEED RECORDS, GALVESTON COUNTY, TEXAS, AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod set on the Southwesterly line of said Lot 4, said point being South 45 deg. 00 min. 00 sec. East, a distance of 495.00 feet from the Westerly corner of said Lot 4;

THENCE from said beginning point North 45 deg. 00 min. 00 sec. East, a distance of 498.00 feet to a 2 inch iron pipe found for corner;

THENCE South 45 deg. 00 min. 00 sec. East and parallel with the Southwesterly line of said Lot 4, a distance of 155.00 feet to a 3/8 inch iron rod set for corner;

THENCE South 45 deg. 00 min. 00 sec. West and parallel with the Northwesterly line of said Lot 4, a distance of 498.00 feet to a point on the Southwesterly line of said Lot 4, from which a fence post bears South, a distance of 0.8 feet;

THENCE North 45 deg. 00 min. 00 sec. West along the Southwest line of said Lot 4, a distance of 165.00 feet to the PLACE OF BEGINNING.

**DESCRIPTION OF A TRACT OF LAND CONTAINING
1.8864 ACRES (82,170 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK SURVEY, ABSTRACT 151
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 1.8864 acres (82,170 square feet), situated in the Sarah McKissick Survey, Abstract 151, Galveston County, Texas, being out of Lot 4, in Block 11, of Friendswood Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238, Page 14, and transferred to Plat Record 7, Map No. 20 in the Office of the County Clerk of Galveston County, Texas, and being all of a tract of land conveyed unto John P. Gannon by deed recorded in County Clerk's File No. 2015006491 of the Official Public Records of Galveston County, Texas. Said 1.8864-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron pipe in the northeast right-of-way line of Hatcher Lane (60 feet wide) for the west corner of the said tract herein described, being located South 45°00'00" East, a distance of 495.00 feet from the west corner of said Lot 4;

THENCE North 45°00'00" East, a distance of 498.00 feet to a found 2-inch iron pipe for the north corner of the said tract herein described;

THENCE South 45°00'00" East, a distance of 165.00 feet to a found 1/2-inch iron rod with cap (illegible) for the east corner of the said tract herein described;

THENCE South 45°00'00" West, a distance of 498.00 feet to a set 1/2-inch iron rod with cap marked "Survey 1" in the northeast right-of-way line of said Hatcher Lane for the south corner of the said tract herein described;

THENCE North 45°00'00" West along the northeast right-of-way line of said Hatcher Lane, a distance of 165.00 feet to the POINT OF BEGINNING and containing 1.8864 acres (82,170 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated November 21, 2018, job number 11-68324-18.



RECEIVED JAN - 4 2019





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.

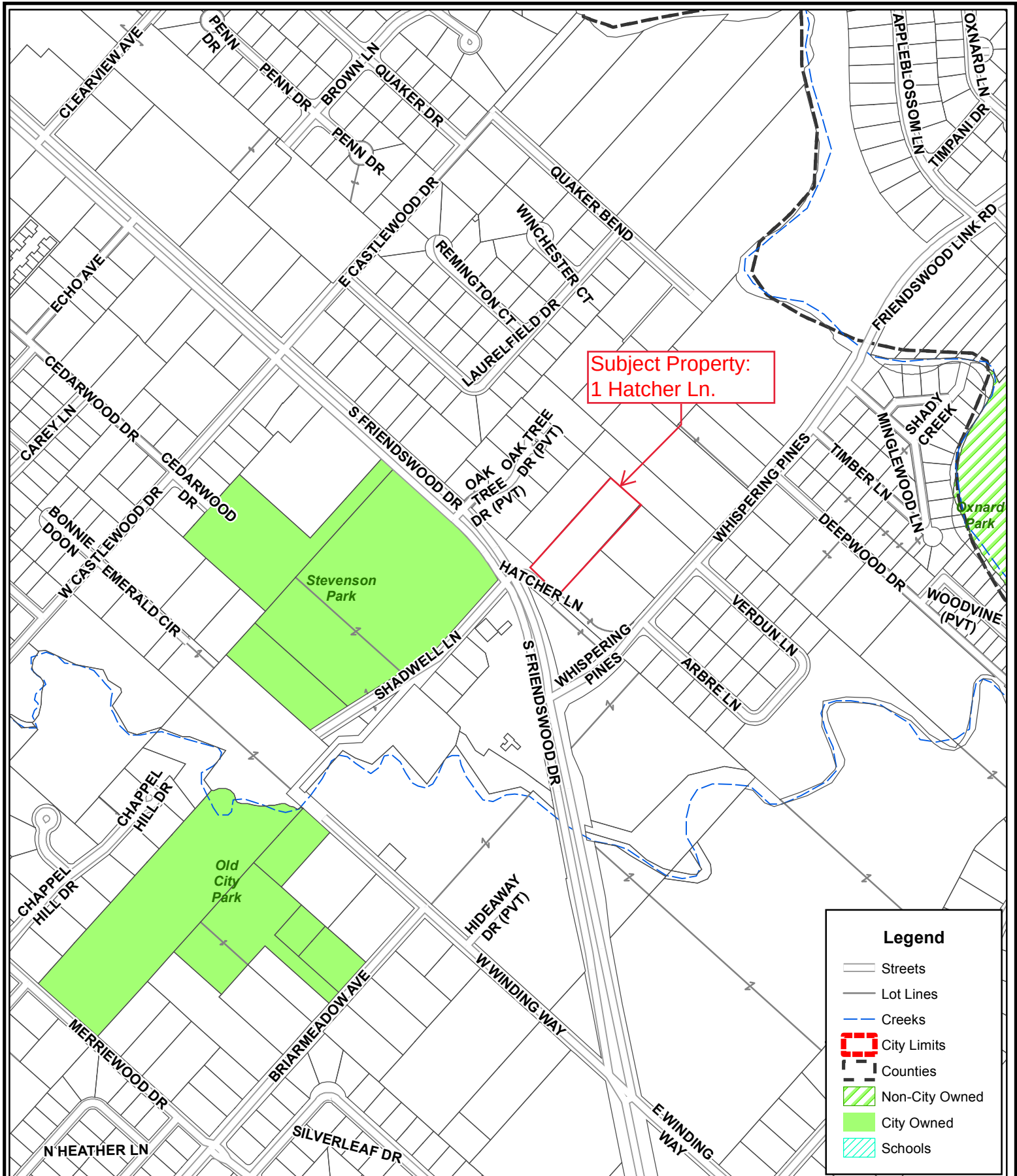


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 130'



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.

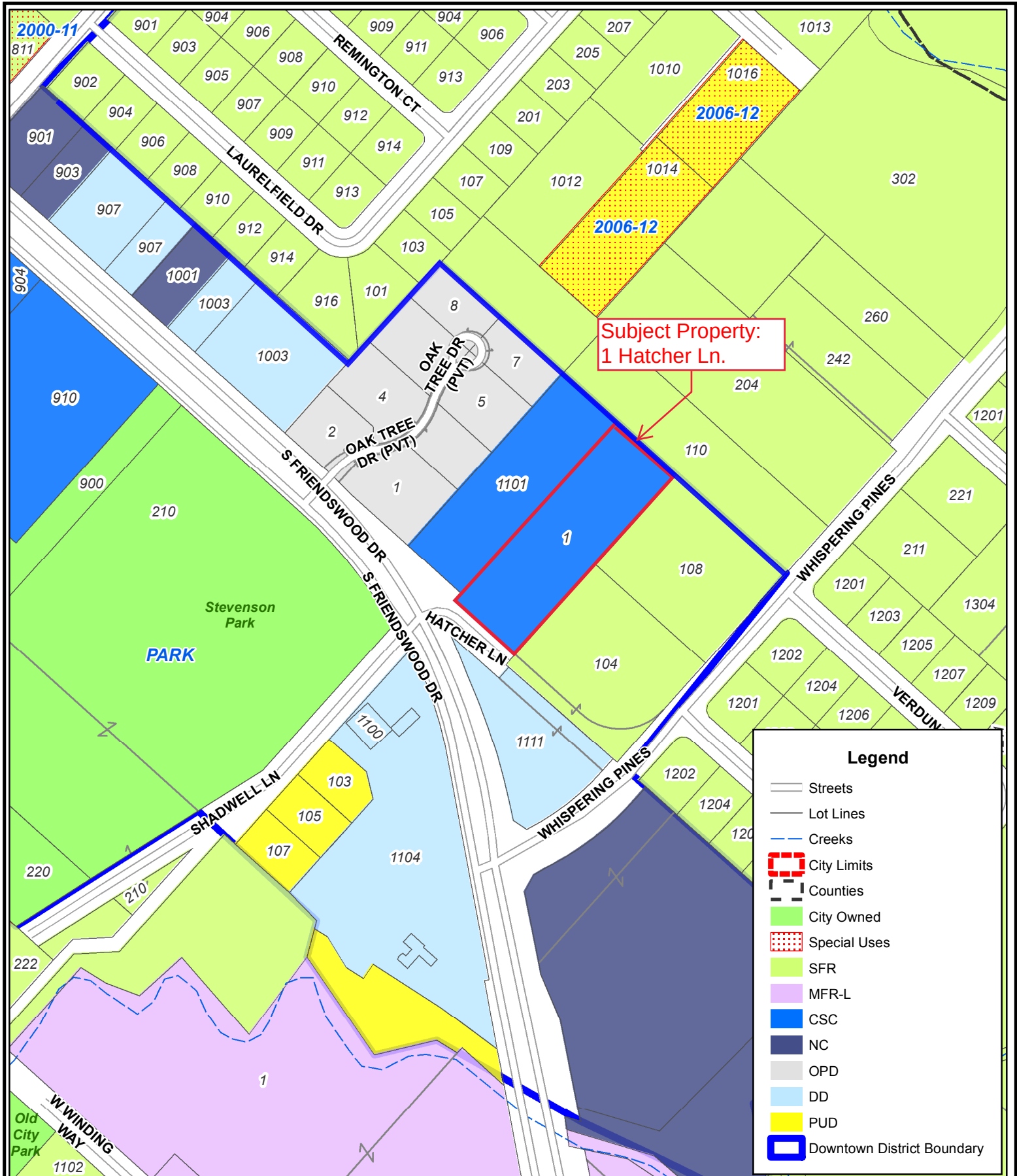


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 519'



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



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

Friendswood GIS Mapping



1" = 260'



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: March 4, 2019

Date Submitted: February 21, 2019

Dept. Clearances: Steven Rhea

Prepared by: Aubrey Harbin

Subject: Zone change request from Single Family Residential (SFR) to Planned Unit Development (PUD)

Originating Department: Community Development

City Attorney Review: Yes

Proceeding: 1st reading of Ordinance

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Meta Planning + Design, on behalf of Taylor Morrison Homes and the property owners, is requesting Planned Unit Development (PUD) zoning in order to develop a new 206 home private, gated subdivision consisting of a variety of 60 to 90 foot lots.

The Avalon at Friendswood PUD would be located on a $\pm$ 116 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected by the future Friendswood Lakes Boulevard and lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Boulevard, and the remainder of the tract is currently undeveloped.

The developer will be required to provide on-site detention. Stormwater detention requirements and utility installation will be subject to the City of Friendswood Design Criteria Manual.

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 for Avalon at Friendswood subdivision.

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.

RECOMMENDATIONS

The Planning and Zoning Commission will make a recommendation following the Joint Public Hearing.

ATTACHMENTS

[Ordinance](#)

[Exhibit A](#)

[Exhibit B](#)

(Title: An ordinance amending the zoning classification for a tract or parcel containing 1.8864 acres located at 1 Hatcher Lane, Friendswood, Texas, by granting a zone classification change from Community Shopping Center (CSC) to Downtown District (DD), as more fully described herein.)

ORDINANCE NO. T2019-10

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 1.8864 ACRES OF LAND, SITUATED IN THE SARAH MCKISSICK SURVEY, ABSTRACT 151, BEING OUT OF LOT 4 IN BLOCK 11 OF FRIENDSWOOD SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 238, PAGE 14, FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AMENDING THE ZONE CLASSIFICATION FROM COMMUNITY SHOPPING CENTER (CSC) TO DOWNTOWN DISTRICT (DD); 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, John P. Gannon is the Owner of a 1.8864 acre parcel of land, situated in the Sarah McKissick Survey, Abstract 151, being out of Lot 4 in Block 11 of Friendswood Subdivision according to the plat thereof recorded in Volume 238, Page 14, Friendswood, Galveston County, Texas, as heretofore described pursuant to the deed filed for record under Clerk’s File Numbers 2015006491 of the Real Property Records of Galveston County, 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 Community Shopping Center (CSC) to Downtown District (DD); and

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

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council, which recommends _____ 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 Community Shopping Center (CSC) to Downtown District (DD), 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 March, 2019.

PASSED, APPROVED, and ADOPTED on second and final reading this 1st day of April, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Exhibit “A”

1. Application
2. Deed
3. Metes and Bounds Description
4. Aerial Map
5. Location Map
6. Zoning Map



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Constance Cleaves Brakebill Phone: 281-7314201

Owner's Mailing Address: 204 Woodlawn

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

Owner's Email Address: constancebrakebill@gmail.com

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

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

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

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

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

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

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

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

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



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 90 Alton Rd. 3001

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

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

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

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

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

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

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

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

Owner's Signature: Catherine Mahon Date: 1/22/2019

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

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



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 13500 Golden Wave Loop

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

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

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

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

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

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

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

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

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

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



Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 241 Rosebud Av

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

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

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

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

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

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

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

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

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

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



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Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: MELISSA CLEAVES 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: 1-20-19

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

Received By: B Sumner

Date of Public Hearing: 3-4-19

Property Owner Notices: 2-22-19

Application Number: PLAN-2018-0002

Received Date: 1-28-19

Newspaper Notice: 2-11-19

Sign on Property: 2-22-19



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Planned Unit Development Option 1

☒ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 614 Lindenwood Dr.

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

Owner's Email Address: dinhweems@comcast.net

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

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

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

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

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

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

Owner's Signature: Dinh Anh Weems, Pres. of Date: 1/16/19

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

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

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



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☒ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 7670 Woodway Drive Suite 162

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

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

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

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

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

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

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

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

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

Agent's Signature: _____ Date: Jan 09 2019

Received By: B. Summers

Date of Public Hearing: 3-4-19

Property Owner Notices: 2-22-19

Application Number: PLAN-2018-0062

Received Date: 1-28-19

Newspaper Notice: 2-11-19

Sign on Property: 2-22-19

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

TRUSTEES' SPECIAL WARRANTY DEED

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

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

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

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

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

FILED AND RECORDED

Instrument Number: 2018062322

Recording Fee: 38.00

Number Of Pages:5

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

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



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

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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



2011019071

5 PGS

SPECIAL WARRANTY DEED

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

STATE OF TEXAS X

X KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON X

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

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

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

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

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

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

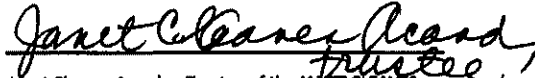
GRANTORS

JANET CLEAVES ACORD

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

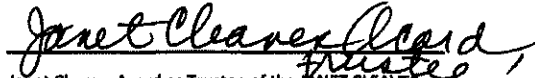
Janet Cleaves Acord

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

A handwritten signature in cursive script that reads "Janet Cleaves Acord" with the word "trustee" written in smaller cursive below the main signature.

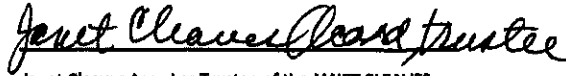
Janet Cleaves Acord as Trustee of the JANET CLEAVES
ACORD TRUST II

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

A handwritten signature in cursive script that reads "Janet Cleaves Acord" with the word "trustee" written in smaller cursive below the main signature.

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

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

A handwritten signature in black ink that reads "Janet Cleaves Acord trustee". The signature is written in a cursive, flowing style.

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

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

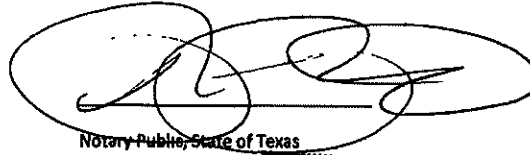
STATE OF TEXAS X

 X

COUNTY OF HARRIS X

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

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



Notary Public, State of Texas

After recording, please return to:

↓ Dinah Weems

614 Uddenwood Drive

Houston, Texas 77024



EXHIBIT "A"

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

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

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

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

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

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

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

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2011019071

April 14, 2011 01 27 31 PM

FEE \$32.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS
COUNTY OF Harris

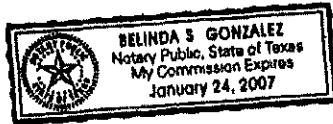
§
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BEFORE ME, the undersigned authority, on this day personally appeared WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

0475309 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

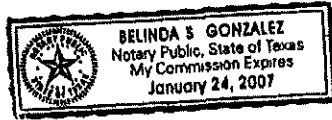
COUNTY OF Meeker

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

Jennifer M. Eiskes

PAID

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

0475688 01
004092-000000

Exhibit "A"

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

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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 2004045576
KERN_S \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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 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,
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 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if
 any, relating to the Subject Property, but only to the extent they are still in force and effect

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By: 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

COUNTY OF

Quezon

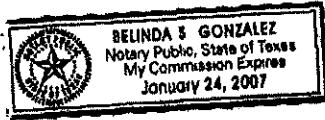
§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

0475682 01
004092-000000

Exhibit "A"

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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

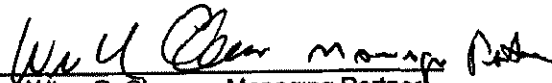
any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the above-mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, but only to 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 Wilbur R Cleaves 
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS
COUNTY OF Mexico

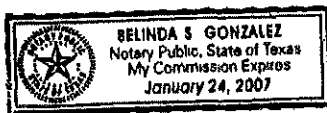
§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



After recording, please return to:

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

PAID

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 Dalgia

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

SPECIAL WARRANTY DEED

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

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 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,
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 this paragraph

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 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

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

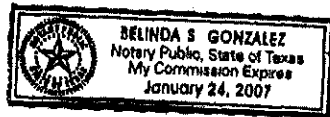
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

THE STATE OF TEXAS §
COUNTY OF Harris §
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

PAID

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

0475681.01
004092-000000

Exhibit "A"

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

THENCE from said beginning point South 43 degrees, 35 minutes West along and with the Southeasterly line of said Peter Darras, Sr tract, a distance of 1077 varas (2991.67 feet) said point being on the 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 8 \$15.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

COUNTY OF Harris

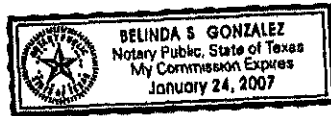
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§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



After recording, please return to:

PAID

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

0444582 01
000344-000000

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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THAT WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand paid by CONSTANCE CLEAVES BRAKEBILL (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 3 634% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property").

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

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

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GRANTOR.

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

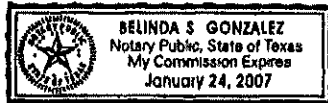
Address of Grantee:
Constance Cleaves Brakebill
204 Woodlawn Drive
Friendswood, Texas 77546

THE STATE OF TEXAS §
COUNTY OF Muees §
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

PAID

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

0475311 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
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 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)
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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

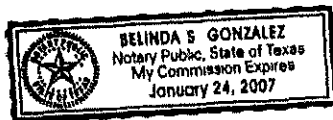
COUNTY OF Wheeler

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

AID

Jennifer M. Elskes

Chamberlain, Hrdlicka, White, Williams & Martin

1200 Smith Street, Suite 1400

Houston, TX 77002

0475493 01
004092-000000

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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 Wilbur R. Cleaves
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

COUNTY OF Harris

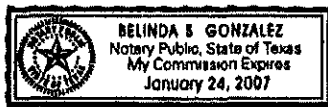
§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



After recording, please return to:

Jennifer M. Elskes

PAID

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

0475490 01
004092-000000

Exhibit "A"

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited
 partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of
 Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration in hand
 paid by 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,
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 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

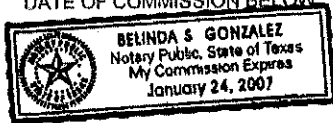
COUNTY OF Harris

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

After recording, please return to:

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

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,

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

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

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

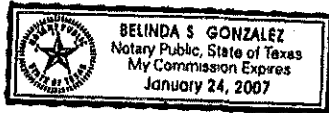
THE STATE OF TEXAS
COUNTY OF Harris

§
§
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

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

0475682 01
004092-000000

Exhibit "A"

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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 §

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

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By 
Wilbur R. Cleaves, Managing Partner

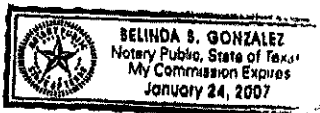
Address of Grantee:
Virginia Parrish Cleaves, Trustee
13055 Hunters Breeze
San Antonio, Texas 78230

333

2

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

Blanca S. Quintal
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



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

0475680 01
004092-000000

Exhibit "A"

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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GRANTOR

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

By


Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS

COUNTY OF

Mueces

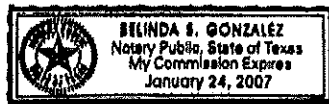
§
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



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

PAID

0475495 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED
PARTNERSHIP

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

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

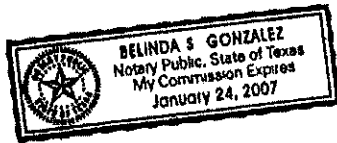
THE STATE OF TEXAS
COUNTY OF Harris

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§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW



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

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

0475873 01
004092-000000

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

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

SPECIAL WARRANTY DEED

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

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

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

Grantor does hereby convey the Subject Property together with all rights, titles and
 interests of Grantor in and to any roads, easements, streets and rights-of-way within,
 adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards,
 minerals, reservations and remainders, and together with each and every right, privilege,
 hereditament and appurtenance in anywise incident or appertaining to the Subject
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 extent same are in effect at this time any and all leases, restrictions, covenants,
 conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED
PARTNERSHIP

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

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

THE STATE OF TEXAS
COUNTY OF Harris

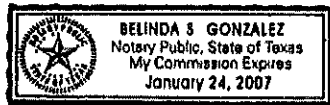
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BEFORE ME, the undersigned authority, on this day personally appeared
WILBUR R. CLEAVES, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes
and consideration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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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



After recording, please return to:

PAID

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

0475498 01
004092-000000

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OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

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

SPECIAL WARRANTY DEED

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

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

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

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

This Deed is subject to the following terms and provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

By

Sherry B. Angelo
Sherry B Angelo,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

By

Georgia B Graugnard
Georgia B Graugnard,
Independent Co-Executrix of the
Estate of George A Bofysil, Jr

STATE OF TEXAS

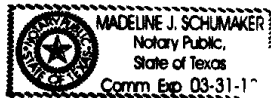
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COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Sherry B Angelo

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

STATE OF TEXAS

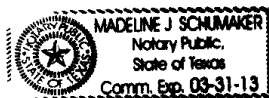
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COUNTY OF FORT BEND

§

The foregoing instrument was acknowledged before me this 29th day of
Nov, 2010, by Georgia B Graugnard

(Seal and Expiration Date)



Madeline J. Schumaker
Notary Public

GRANTEE.

Yellowstone Hill Country Ranching, LLC,
a Texas Limited Liability Company

By _____
Name. Charles Gregory Evans
Title Manager

STATE OF TEXAS

§

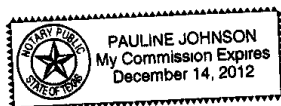
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COUNTY OF GALVESTON

§

The foregoing instrument was acknowledged before me this 29 day of November, 2010, by Charles Gregory Evans, Manager of Yellowstone Hill Country Ranching, LLC, a Texas Limited Liability Company, on behalf of such Company.

(Seal and Expiration Date)



Notary Public

RETURN TO

American Title Company of Houston
349 E. Parkwood Drive
Friendswood, TX 77546
Attention: Pauline Johnson
Ref: GF# 1873-10-1065

LIST OF EXHIBITS

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

EXHIBIT A

Property Description

TRACT "A"

A tract of land containing 8,459,890 square feet out of and being part of Lots 1-3, 13-16 and 19-20 of the David Fahey Subdivisions, as recorded In Volume 118, Page 417 and also being out of and a part of Lot 4 of the Burgess Subdivision as recorded in Volume 119, Page 14, both subdivisions of the County Clerk of Galveston County, Texas and being situated in Geo Patterson Survey, Abstract Number 645 and the Mary Fabreau Survey, Abstract Number 69, Galveston County, Texas with said 8,459,890 square feet being more particularly described by Metes and Bounds as follows

COMMENCING at a 5/8 Inch iron rod found at the North corner of Somerset Place Subdivision as recorded In Volume 18, Page 302 of the Galveston County Map Records,

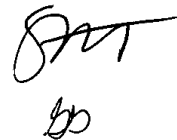
THENCE, S 46 deg 22 min 26 sec E, along the Easterly line of the aforementioned Somerset Place, a distance of 575 67 feet (called 574 00 feet) to an Iron cap found in said Easterly line at the Southerly corner of the remainder of Lot 4 of the Burgess Subdivision, deeded to George A Bofysil, Jr and recorded in film code number 004-10-2007 of the official real property records of Galveston County and at the Northwest corner and Place of Beginning of the herein described tract,

THENCE N 43 deg 38 min 47 sec E (called N 43 deg -37 min 34 sec E), along the Southeasterly line of said remainder of Lot 4 and the Northwesterly line of this tract, a distance of 1255 72 feet (called 1255 98 feet) to an iron rod with cap found in the Southwesterly line of Friendswood Lakes Section One recorded In Volume 18, Page 1176 of the Galveston County Map Records at the most Northerly corner of this tract,

THENCE S 46 deg -22min -44 sec E, (called S 46 deg -23 min -49 sec E), along the said Southwesterly line of Friendswood Lakes, Section One and an Easterly line of this tract a distance of 717 47 feet (called 717 77) to a 5/8 Inch iron rod found at the called South corner of said Friendswood Lakes, Section One, the most Northerly corner of a called 2 0477 acre tract of land described in deed to Friendswood Lakes, Inc - in film code number 014-67-1510 and at an angle point of the hereon described tract,

THENCE S 62 deg -06 min 21 sec E (called S 62 deg -05 min -22 sec E), along the Southeasterly line of said called 2 0477 acre tract a distance of 836 42 feet (called 836 12 feet) to a 5/8 Inch iron rod found at the Southerly corner of said called 2 0477 acre tract, the Westerly corner of a called 32 4763 acre tract described in deed to Friendswood Lakes, Inc In film code 014-67 -1510 and an angle point of this tract,

Exhibit A - Page 1

Handwritten signature and initials in black ink, located in the bottom right corner of the page.

THENCE S 47 deg -16 min -50 sec E (called 47 deg -17 min -03 sec E), along the Southwesterly line of the called 32 4763 acre tract a distance of 820 58 feet (called 820 80 feet), to a 5/8 iron rod found at the Southerly corner of the called 32 4763 acre tract and an angle point of the hereon described tract,

THENCE N 42 deg -41 min 10 sec E (called N 42 deg -42 min -57 sec E), along the Southeasterly line of the called 32 4763 acre tract, a distance of 253 77 feet (called 253 67 feet), in an iron rod with cap found in the Southwesterly line of Friendswood Lakes, Section Two, as recorded in Volume 18 Page 1366 of the Galveston County Map Records, at the Southeasterly corner of called 32 4763 acre tract and at an angle point of this tract,

THENCE S 47deg -16 min -31 sec E (called S47 deg -18 min -18 sec) along the Southwesterly line of said Friendswood Lakes, Section Two, a distance of 460 42 feet (called 459 83 feet) to a iron rod with cap found at a point of curvature to the left of Friendswood Lakes, Section Two and the hereon described tract,

THENCE in a Northeasterly direction along the arc of said curve to the left having a radius of 25 00 feet, a central angle of 89 deg -54 min -23 sec (called 90 deg -00 min 54 sec) and an arc length of 39 23 feet (called 39 28 feet) to an iron rod with cap found at the Southwesterly corner of Sandy Lakes Boulevard, called 60 foot right-of-way at an interior corner of Friendswood Lakes, Section Two and this tract

THENCE S47 deg -17 min - 01 sec E (called S47 deg 18 min -18 sec E), along the Westerly line of Sandy Lakes Boulevard, a distance of 59 91 feet (called 60 00 feet) to an iron rod with cap found at the Southerly corner of said Sandy Lakes Boulevard, at a point of curvature to the left and an interior corner of the hereon described tract,

THENCE In a Southeasterly direction around said curve to the left having a radius of 25 00 feet, a central angle of 90 deg -11 min -52 sec (called 90 deg -00 sec -54 sec) and an arc length of 39 36 feet (called 39 28 feet) to an iron rod with cap found at a point of tangency in the Southwesterly line of Friendswood Lakes, Section Two and for an interior corner of this tract,

THENCE S 47deg -16 min -50 sec E (called S47 deg -18 min -18 sec E), along the Southwesterly line of Friendswood Lakes, Section Two a distance of 260 89 feet (called 260 75 feet) to an iron rod with cap found at the most Southerly corner of Friendswood Lakes, Section Two, the Westerly corner of a called 9 801 acre subdivision which is under construction and to be known as the Dominion at Friendswood Lakes and at an angle point for hereon described tract,

THENCE S 47deg -14 min -38 sec, E (called S 47 deg -15 min -55 sec, E), along the Westerly line of said proposed subdivision, distance of 673 35 feet (called 673,57 feet) to an iron rod with cap found in the Northerly line of a tract of land described in Deed to

Exhibit A - Page 2


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The Wilbur S, Cleaves Family Limited Partnership in film code number 011-61-0107, at the Southerly corner of the proposed subdivision and at the most Easterly corner of this tract,

THENCE S 43 deg,-45 min -17 sec W (called S43 deg -45 min 11 sec W), along the Northerly line of said Wilbur S Cleaves Family Limited Partnership tract, a distance of 550 62 feet (called 551 13 feet) to a 5/8 inch iron rod found at the Westerly line of said Cleaves Family Limited Partnership and at an angle point of the hereon described tract,

THENCE S46 deg -16 min,-21 sec E (called S46 deg -16 min-27 sec E), along the Westerly line of said Cleaves Family Limited Partnership tract and an Easterly line of this tract, a distance of 2123,10 feet to a 5/8 iron rod with cap set from which a nail inside of a 1 inch iron pipe found is 1 foot 11 inches Westerly and from which a 1" iron pipe found at the called East corner of Lot 21 of the David Fahey Subdivision bears N 43 deg -42 min - 42 sec E a distance of 929 11 feet (called 929,17 feet) and said 5/8 inch iron rod with cap set is in the Northerly line of called First Tract deeded to West Cattle Company in film code number 007-99-1074 and at the Southeasterly corner of this tract,

THENCE S43 deg -42 min -42 sec, W (called S43 deg -42 min,-50 sec W) along said Northerly line of the West Cattle Company tract, a distance of 1220 64 feet to a 5/8 inch iron rod set at an interior corner of the West Cattle Company tract and at an angle point of the hereon described tract,

THENCE N 46 deg -17 min -30 sec, W (called N 46 deg -17 min -22 sec W) along an interior line of the West Cattle Company tract a distance of 194 41 feet to a 5/8 inch iron with cap set at the most Northwesterly corner of the said West Cattle Company tract, the most Easterly corner of a 26 92 acre tract to be known as "Tract B" surveyed at the time as this tract at angle point of this tract,

THENCE N 46 deg-17 min -26 sec W (called N 46 deg -18 min,-02 sec, W), along the Northerly line of said "Tract B", a distance of 1389,91 feet to a 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 sec E (called S 46 deg -18 min -02 sec E), along a Southerly line of said "Tract A" and the Northerly line of this tract, a distance of 1389.91 feet to a 5/8 inch iron rod with cap set from which an iron pipe found laying down is 1 foot Easterly, at the most Northwesterly corner of a called first tract conveyed to West Cattle Company in film code number 007-99-1074, an angle point for "Tract A" and at the most Northeasterly corner of this tract,

THENCE S 00 deg -33 min -18 sec E (called S 00 deg -33 min -10 sec E), along the Westerly line of said West Cattle Company tract and the Easterly line of this tract, a distance of 740.89 feet to a 5/8 inch iron rod with cap set in said Westerly line, at the Northeasterly corner of a remainder tract deeded to George A. Bofysil, Jr. in film code number 004-10-2007 and at the Southeast corner of the hereon described tract,

THENCE S 88 deg -06 min -28 sec W (called S 88 deg -06 min -58 sec W), along the Northerly line of said remainder tract and the Southerly line of this tract, a distance of 927.38 feet (called 926.80 feet) to an iron rod with cap found in the Northerly line of the

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remainder tract, the Southerly corner of The Lake at San Joaquin, Section Two as recorded in Plat Record 2009A, Map Number 3 of the Galveston County Map Records at the Southwesterly corner of this tract,

THENCE N 02 deg -48 min -36 sec W (called N 02 deg -50 min -01 sec W), along the Easterly line of said The Lake at San Joaquin, Sections One and Two, a distance of 1734 00 feet (called 1733 69 feet) to the place of beginning and containing 26 92 acres

Exhibit A - Page 5



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EXHIBIT B

Permitted Encumbrances

As to Tract A

- 1 Community Public Service Company easement(s) as set forth and defined by instrument(s) recorded in Volume 1715, Page 69 of the Office of the County Clerk Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9913849 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 3 Exxon Pipeline Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 2000064553 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 4 City of Friendswood water easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9523682
- 5 City of Friendswood sanitary sewer easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9316397 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 6 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) recorded in Volume 2539, Page 556 and Volume 2645, Page 28 and Clerk's File No 9844780 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 7 All those certain buffers, utility, drainage, water line(s), etc , easements as shown by the recorded plats of subdivisions, by instrument(s) recorded in Volume 18, Page 1176 (Friendswood Lakes) and Volume 18, Page 1366 (Friendswood Lakes Section 2) of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 8 A 1/2 royalty interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same set forth in instrument filed for record under Volume 653, Page 248, of the Clerk's Records of Galveston County, Texas
- 9 Terms, conditions and stipulations contained in that certain Affidavit of Non-Production, as set forth by instrument filed under Galveston County Clerk's File No 9510390

 100-3059373 5



- 10 The Texas Pipe Line Company easement(s) as set forth and defined by instrument(s) recorded in Volume 603, Page 135 and Volume 599, Page 388 and Clerk's File No 8450653 and 9904738 of the Clerk's Records of Galveston County, Texas as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 11 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not including but not limited to any portion described in Volume 92, Page 610 and Volume 118, Page 417 in the records in the Office of Galveston County, Texas and a Genesis Pipeline located therein as marked as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 12 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 643, Page 367, Volume 965, Page 159 and Volume 997, Page 541, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 2010048662, 2010048663, 2010048660, 2010053392, 2010053389, 2010053395, 2010048659, and 2010048661

As to Tract B

- 1 Southwestern Bell Telephone Company easement(s) as set forth and defined by instrument(s) filed for record under Galveston County Clerk's File No(s) 9847780 as shown on survey dated July 30, 2010 prepared by Scott R Sheridan, RPLS No 6171
- 2 Reservation of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same as set forth in instrument filed for record under Volume 739, Page 450, of the Clerk's Records of Galveston County, Texas Waivers of Surface Rights filed in the Clerk's Records of Galveston County, Texas under instrument numbers 201053390, 201053388, 201053393, 2010053394 and 201053391
- 3 Any portion of the subject property lying within the boundaries of a public or private roadway, where dedicated or not

As to Tracts A and B

- 1 Subject to the zoning ordinances now in force in the city of any governing municipality
- 2 Standard Grazing Lease dated as of May 19, 2010 by and between the Estate of George A Bofysil, Jr, as Lessor and Blue Water Cattle Company, as Lessee, as partially assigned, partitioned and amended pursuant to Partial Assignment, Assumption and Partition of Lease between the Estate of George A Bofysil, Jr, as Assignor, and Yellowstone Hill Country Ranching, LLC, as Assignee as of the date of this deed

Exhibit B - Page 2



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- 3 Subject to the following item(s) as shown on survey dated July 30, 2010 prepared by Scott R. Sheridan, RPLS No. 6171
- a Rights or claims, if any of fence(s) traversing the utility easement(s)
 - b Genesis pipeline markers across Tract 1 that lies within the roadway
 - c Overhead electric, towers and guy anchors affecting Tract 1



Exhibit B - Page 3



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

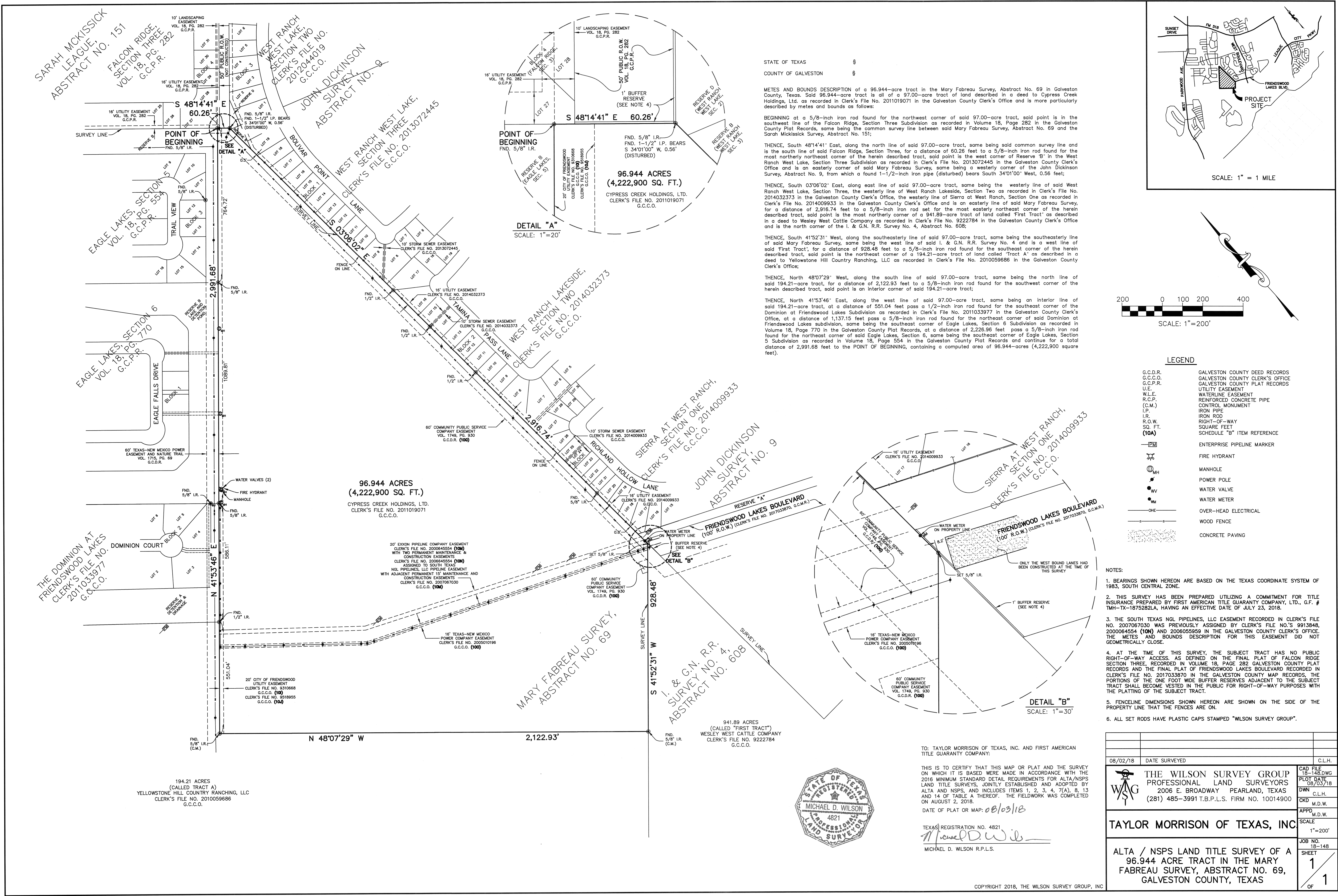
2010059686

December 01, 2010 01 41 12 PM

FEE \$76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS



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;

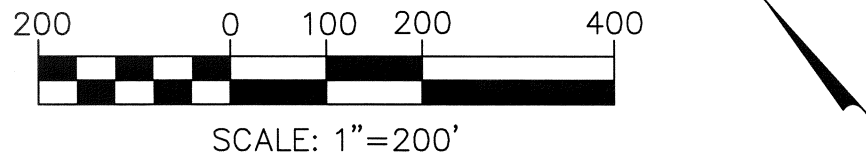
THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said 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 northeast 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 "First Tract" 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 2,228.98 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).



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.L.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
- EPM ENTERPRISE PIPELINE MARKER
- FH FIRE HYDRANT
- MH MANHOLE
- PP POWER POLE
- WV WATER VALVE
- WM WATER METER
- OHE OVER-HEAD ELECTRICAL
- WF 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-1875282A, HAVING AN EFFECTIVE DATE OF JULY 23, 2018.
 3. THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 200708701 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO. 9913848, 2000064554 (10A) AND 2006055959 IN THE GALVESTON COUNTY CLERK'S OFFICE. THE METES AND BOUNDS DESCRIPTION FOR THIS EASEMENT DID 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 PLATING 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".

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 2, 2018.

DATE OF PLAT OR MAP: 08/03/18

TEXAS REGISTRATION NO. 4821

Michael D. Wilson
MICHAEL D. WILSON R.P.L.S.



Taylor Morrison of Texas, Inc.
96.944 Acres

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 96.944-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 96.944-acre tract is all of a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northwest corner of said 97.00-acre tract, said point is in the southwest line of the Falcon Ridge, Section Three Subdivision as recorded in Volume 18, Page 282 in the Galveston County Plat Records, same being the common survey line between said Mary Fabreau Survey, Abstract No. 69 and the Sarah Mickissick Survey, Abstract No. 151;

THENCE, South 48°14'41" East, along the north line of said 97.00-acre tract, same being said common survey line and is the south line of said Falcon Ridge, Section Three, for a distance of 60.26 feet to a 5/8-inch iron rod found for the most northerly northeast corner of the herein described tract, said point is the west corner of Reserve "B" in the West Ranch West Lake, Section Three Subdivision as recorded in Clerk's File No. 2013072445 in the Galveston County Clerk's Office and is an easterly corner of said Mary Fabreau Survey, same being a westerly corner of the John Dickinson Survey, Abstract No. 9, from which a found 1-1/2-inch iron pipe (disturbed) bears South 34°01'00" West, 0.56 feet;

THENCE, South 03°06'02" East, along east line of said 97.00-acre tract, same being the westerly line of said West Ranch West Lake, Section Three, the westerly line of West Ranch Lakeside, Section Two as recorded in Clerk's File No. 2014032373 in the Galveston County Clerk's Office, the westerly line of Sierra at West Ranch, Section One as recorded in Clerk's File No. 2014009933 in the Galveston County Clerk's Office and is an easterly line of said Mary Fabreau Survey, for a distance of 2,916.74 feet to a 5/8-inch iron rod set for the most easterly northeast corner of the herein described tract, said point is the most northerly corner of a 941.89-acre tract of land called "First Tract" as described in a deed to Wesley West Cattle Company as recorded in Clerk's File No. 9222784 in the Galveston County Clerk's Office and is the north corner of the I. & G.N. R.R. Survey No. 4, Abstract No. 608;

THENCE, South 41°52'31" West, along the southeasterly line of said 97.00-acre tract, same being the southeasterly line of said Mary Fabreau Survey, same being the west line of said I. & G.N. R.R. Survey No. 4 and is a west line of said "First Tract", for a distance of 928.48 feet to a 5/8-inch iron rod found for the southeast corner of the herein described tract, said point is the northeast corner of a 194.21-acre tract of land called "Tract A" as described in a deed to Yellowstone Hill Country Ranching, LLC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 48°07'29" West, along the south line of said 97.00-acre tract, same being the north line of said 194.21-acre tract, for a distance of 2,122.93 feet to a 5/8-inch iron rod found for the southwest corner of the herein described tract, said point is an interior corner of said 194.21-acre tract;

THENCE, North 41°53'46" East, along the west line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract, at a distance of 551.04 feet pass a 1/2-inch iron rod found for the southeast corner of the Dominion at Friendswood Lakes Subdivision as recorded in Clerk's File No. 2011033977 in the Galveston County Clerk's Office, at a distance of 1,137.15 feet pass a 5/8-inch iron rod found for the northeast corner of said Dominion at Friendswood Lakes subdivision, same being the southeast corner of Eagle Lakes, Section 6 Subdivision as recorded in Volume 18, Page 770 in the Galveston County Plat Records, at a distance of 2,226.96 feet pass a 5/8-inch iron rod found for the northeast corner of said Eagle Lakes, Section 6, same being the southeast corner of Eagle Lakes, Section 5 Subdivision as recorded in Volume 18, Page 554 in the Galveston County Plat Records and continue for a total distance of 2,991.68 feet to the POINT OF BEGINNING, containing a computed area of 96.944-acres (4,222,900 square feet).

Note:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract has no public right-of-way access. as defined on the Final Plat of Falcon Ridge Section Three, recorded in volume 18, page 282 Galveston County Plat Records and the Final Plat of Friendswood Lakes Boulevard recorded in Clerk's File No. 2017033870 in the Galveston County Map Records, the portions of the one foot wide buffer reserves adjacent to the subject tract shall become vested in the public for right-of-way purposes with the platting of the subject tract.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
(281) 485-3991
Job No. 18-148
TBPLS Firm No. 10014900

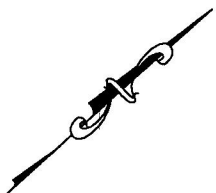

Michael D. Wilson, R.P.L.S.

Registration No. 4821

08/03/18



0 100 200
SCALE: 1"=200'



97.00 ACRES
CYPRESS CREEK HOLDINGS, LTD.
CLERK'S FILE NO. 2011019071
G.C.C.O.

SIERRA AT WEST RANCH,
SECTION ONE
CLERK'S FILE NO. 2014009933
NO. G.C.C.O.

60' COMMUNITY PUBLIC SERVICE
COMPANY EASEMENT
VOL. 1749, PG. 930
G.C.D.R.

16' UTILITY EASEMENT
CLERK'S FILE NO. 2014009933
G.C.C.O.

PROPOSED
FRIENDS
WILKES
BOULEVARD

THE DOMINION AT
FRIENDSWOOD LAKES
CLERK'S FILE NO. 2011033977
G.C.C.O.

20' SOUTH TEXAS NGL PIPELINES, LLC
PIPELINE EASEMENT WITH ADJACENT
PERMANENT 15' MAINTENANCE AND
CONSTRUCTION EASEMENTS
CLERK'S FILE NO. 2007067030
G.C.C.O.

16' TEXAS-NEW MEXICO
POWER COMPANY EASEMENT
CLERK'S FILE NO. 2005010196
G.C.C.O.

60' COMMUNITY
PUBLIC SERVICE
COMPANY EASEMENT
VOL. 1749, PG. 930
G.C.D.R.

LOT 5
LOT 4
LOT 3
BLOCK 2
RESERVE A
DEFENTION &
DRAINAGE

$\Delta = 04^{\circ}28'33''$
 $R = 2,125.00'$
 $L = 166.00'$
 $CH = S 51^{\circ}35'52'' E, 165.96'$

$\Delta = 87^{\circ}20'39''$
 $R = 100.00'$
 $L = 152.44'$
 $CH = S 10^{\circ}09'50'' E, 138.11'$

$\Delta = 08^{\circ}22'22''$
 $R = 2,500.00'$
 $L = 365.33'$
 $CH = S 38^{\circ}12'08'' W, 365.01'$

20' CITY OF FRIENDSWOOD
UTILITY EASEMENT
CLERK'S FILE NO. 9310668
G.C.C.O.
CLERK'S FILE NO. 9518955
G.C.C.O.

SALE TRACT
9.170 ACRES
(399,438 SQ. FT.)

POINT OF
BEGINNING
WESTERLY CORNER
OF 97.00 ACRES

N 48°07'29" W 930.00'

N 48°07'29" W

1,192.92'

941.89 ACRES
(CALLED "FIRST TRACT")
WESLEY WEST CATTLE COMPANY
CLERK'S FILE NO. 9222784
G.C.C.O.

SOUTHERLY
CORNER
OF 97.00 ACRES

S 41°52'31" W

848.64'

I. & G.N. R.R.
SURVEY NO. 4,
ABSTRACT NO. 608

194.21 ACRES
(CALLED TRACT A)
YELLOWSTONE HILL
COUNTRY RANCHING, LLC
CLERK'S FILE NO. 2010059686
G.C.C.O.

NOTES:

1. A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONNECTION WITH THIS EXHIBIT MAP.
2. THIS TRACT WAS CALCULATED USING INFORMATION SCALED FROM A SCHEMATIC DEVELOPMENT PLAN FOR "AVALON AT FRIENDSWOOD" PROVIDED BY TAYLOR MORRISON.
3. THIS TRACT HAS NOT BEEN SURVEYED ON THE GROUND AND THE PROPERTY CORNERS HAVE NOT BEEN SET.

COPYRIGHT 2019, THE WILSON SURVEY GROUP, INC

DWN: C.L.H.	CAD FILE: 18-148(EXHIBIT-9 A0).dwg	SCALE: 1"=200'	JOB # 18-148
THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS T.B.P.L.S. FIRM NO. 10014900			
ORIGINAL PLOT DATE: 01/18/19			SHEET 1 OF 1

TAYLOR MORRISON OF TEXAS, INC.

SAVE AND EXCEPT

Taylor Morrison of Texas, Inc.
9.170 Acres
Sale Tract

Mary Fabreau Survey
Abstract No. 69

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 9.170-acre tract in the Mary Fabreau Survey, Abstract No. 69 in Galveston County, Texas. Said 9.170-acre tract is in a 97.00-acre tract of land described in a deed to Cypress Creek Holdings, Ltd. as recorded in Clerk's File No. 2011019071 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

BEGINNING at the westerly corner of said 97.00-acre tract, said point is an interior corner of a 194.21-acre tract of land (called Tract "A") described in a deed to Yellowstone Hill Country Ranching, LLCC as recorded in Clerk's File No. 2010059686 in the Galveston County Clerk's Office;

THENCE, North 41°53'46" East, along the northwesterly line of said 97.00-acre tract, same being an interior line of said 194.21-acre tract for a distance of 425.53 feet to the northerly corner of the herein described tract;

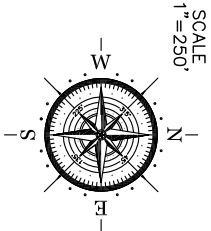
THENCE, South 49°21'36" East, 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard (based on a width of 100-feet) and along the northeasterly line of the herein described tract for a distance of 632.07 feet to the point of curvature of a curve to the left;

THENCE, continuing 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard, same being the northeasterly line of the herein described tract, and with said curve to the left, having a radius of 2,125.00 feet, a central angle of 04°28'33", (chord bears South 51°35'52" East, 165.96 feet), for an arc distance of 166.00 feet to a point of reverse curvature;

THENCE, continuing along the northeasterly line of the herein described tract, and with said curve, having a radius of 100.00 feet, a central angle of 87°20'39", (chord bears South 10°09'50" East, 138.11 feet), for an arc distance of 152.44 feet to the point of curvature of a curve to the right;

THENCE, along the southeasterly line of the herein described tract and with said curve to the right having a radius of 2,500.00 feet, a central angle of 08°22'22", (chord bears South 38°12'08" West, 365.01 feet), for an arc distance of 365.33 feet to a point in the southwesterly line of the aforementioned 97.00-acre tract, same being the northeasterly line of the aforementioned 194.21-acre tract;

THENCE, North $48^{\circ}07'29''$ West, along the southwesterly line of said 97.00-acre tract, same being the northeasterly line of said 194.21-acre tract, for a distance of 930.00 feet to the POINT OF BEGINNING, containing a computed area of 9.170-acres (399,438 square feet).



RESIDUE 194.21 ACRE TRACT "A"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

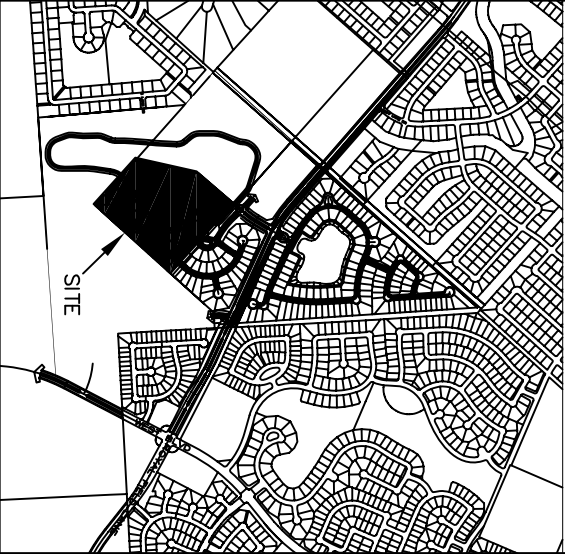
26.92 ACRE TRACT "B"
YELLOWSTONE HILL COUNTRY
RANCHING L.L.C.
C.F.#2010059686

CONSTANCE CLEAVES BRAKEBILL
M FABREAU SURVEY A-69
CALLED 97.00 ACRES
C.F.#2018062322

WESLEY WEST CATTLE CO
I & GN RR SURVEY A-608
CALLED 456.02 ACRES
F.C.#007-99-1074

THIS SKETCH IS INCORPORATED BY REFERENCE
AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION
A TRACT OF LAND CONTAINING 28.2240 ACRES
(1,229,438 SQUARE FEET) OF LAND, MORE OR
LESS, BEING A PORTION OF A CALLED 194.21
ACRE TRACT DESCRIBED AS TRACT "A" AS
CONVEYED TO YELLOWSTONE HILL COUNTRY
RANCHING LLC IN CLERK'S FILE NUMBER
2010059686 OF THE GALVESTON COUNTY DEED
RECORDS, SAID 28.2240 ACRE TRACT BEING
FURTHER DESCRIBED BY METES AND BOUNDS
AS ATTACHED.

AVALON AT FRIENDSWOOD

DATE 01/10/2019

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#PST1901108

PRO-SURV

SURVEYING AND MAPPING
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD, TEXAS 77549
PHONE: 281-996-1113
CONTACT: TIM LESAK, RPLS

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METES AND BOUNDS DESCRIPTION 28.2240 ACRE (1,229,438 SQ. FT.) TRACT OUT OF LOT 4, BURGESS SUBDIVISION MARY FABREAU SURVEY, ABSTRACT 69 HARRIS COUNTY, TEXAS

A TRACT OF LAND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET) OF LAND, MORE OR LESS, BEING A PORTION OF A CALLED 194.21 ACRE TRACT DESCRIBED AS TRACT "A" AS CONVEYED TO YELLOWSTONE HILL COUNTRY RANCHING LLC IN CLERK'S FILE NUMBER 2010059686 OF THE GALVESTON COUNTY DEED RECORDS, SAID 194.21 ACRES BEING OUT OF AND A PART OF LOTS 1-3, 13-16 AND 19-20 OF THE DAVID FAHEY SUBDIVISION AS RECORDED IN VOLUME 118, PAGE 417 AND ALSO BEING OUT OF AND A PART OF LOT 4 OF THE BURGESS SUBDIVISION AS RECORDED IN VOLUME 119, PAGE 14, BOTH SUBDIVISIONS BEING SITUATED IN THE GEO PATTERSON SURVEY, ABSTRACT NUMBER 645 AND THE MARY FABREAU SURVEY, ABSTRACT NUMBER 69, GALVESTON COUNTY, TEXAS SAID 28.2240 ACRE TRACT BEING FULLY OUT OF AND PART OF SAID LOT 4 OF THE BURGESS SUBDIVISION AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 194.21 ACRE TRACT, BEING IN THE NORTHERLY LINE OF A TRACT AS CONVEYED TO WEST CATTLE COMPANY IN FILM CODE NUMBER 007-99-1074 AND BEING THE SOUTH CORNER OF A TRACT AS CONVEYED TO CONSTANCE CLEAVES BRAKEBILL IN CLERK'S FILE NUMBER 2018062322;

THENCE SOUTH 43°42'42" WEST, ALONG SAID NORTH LINE OF SAID WEST CATTLE COMPANY TRACT AND SOUTH LINE OF SAID 194.21 ACRE TRACT, A DISTANCE OF 1,220.64 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46°17'30" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID WEST CATTLE COMPANY TRACT AND 194.21 ACRE TRACT, A DISTANCE OF 194.41 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID WEST CATTLE COMPANY TRACT AND BEING THE EAST CORNER OF A CALLED 26.92 ACRE TRACT DESCRIBED AS TRACT "B" IN SAID DEED TO YELLOWSTONE HILL COUNTRY RANCHING LLC;

THENCE NORTH 46°17'25" WEST, ALONG THE EASTERN LINE OF SAID 26.92 ACRE TRACT, A DISTANCE OF 540.94 FEET TO A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT LYING WITHIN A LAKE/DETENTION RESERVE;

THENCE NORTH 14°10'00" EAST, CROSSING SAID 194.21 ACRE TRACT WITHIN SAID 38.99 ACRE LAKE/DETENTION RESERVE, A DISTANCE OF 741.25 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

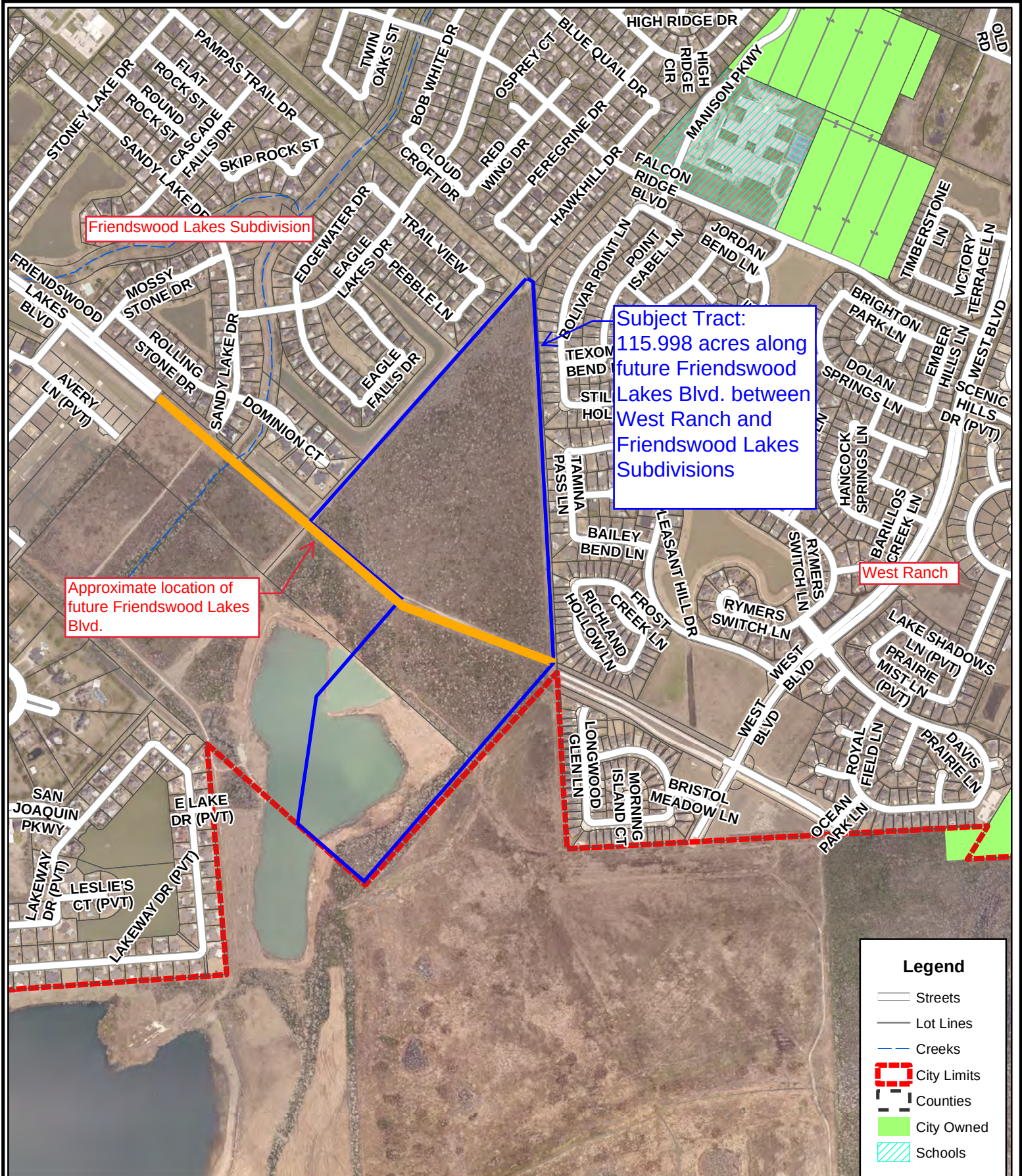
THENCE NORTH 42°33'31" EAST, A DISTANCE OF 576.23 FEET TO A POINT IN THE NORTHEAST PROPERTY LINE OF SAID 194.21 ACRE TRACT, ALSO BEING THE SOUTHWEST PROPERTY LINE OF SAID BRAKEBILL TRACT;

THENCE SOUTH 46°16'21" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 1,112.46 FEET, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 28.2240 ACRES (1,229,438 SQUARE FEET), MORE OR LESS, WITH APPROXIMATELY 15.2360 ACRES BEING SUBMERGED WITHIN SAID LAKE/DETENTION RESERVE.

AREA IN LAKE IS APPROXIMATED AND DERIVED FROM AN ON THE GROUND SURVEY PERFORMED FEB. 2, 2015.

DIMENSIONS LISTED HEREON ARE DERIVED FROM A PROPERTY EXHIBIT PROVIDED BY DEVELOPER.

SEE PROJECT # PS1901108 FOR DRAWING OF ABOVE DESCRIBED TRACT AS PREPARED BY PRO-SURV, LLC,
P.O. BOX 1366, FRIENDSWOOD, TEXAS, 77546, PHONE (281) 996-1113,



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

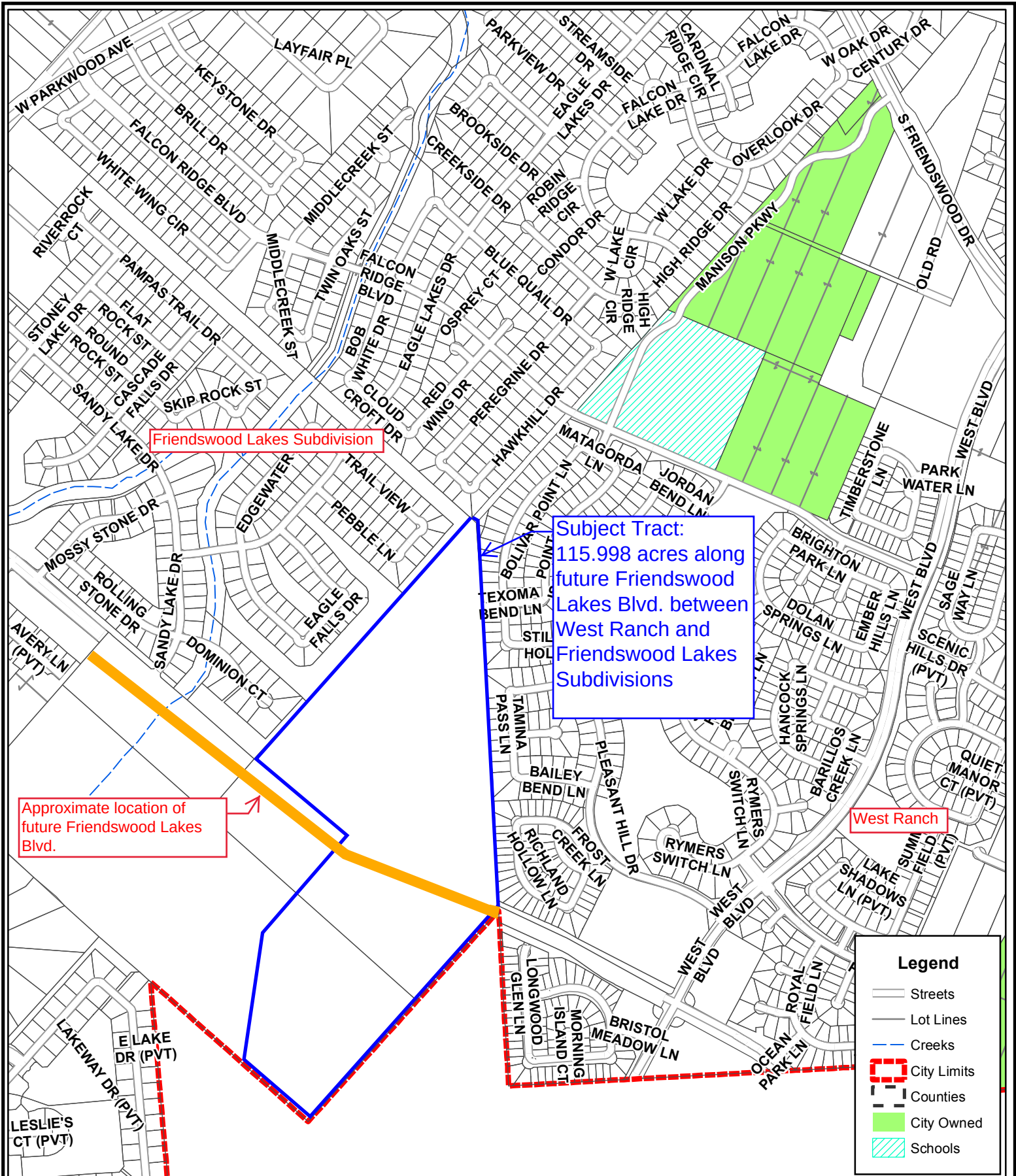


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 945'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.

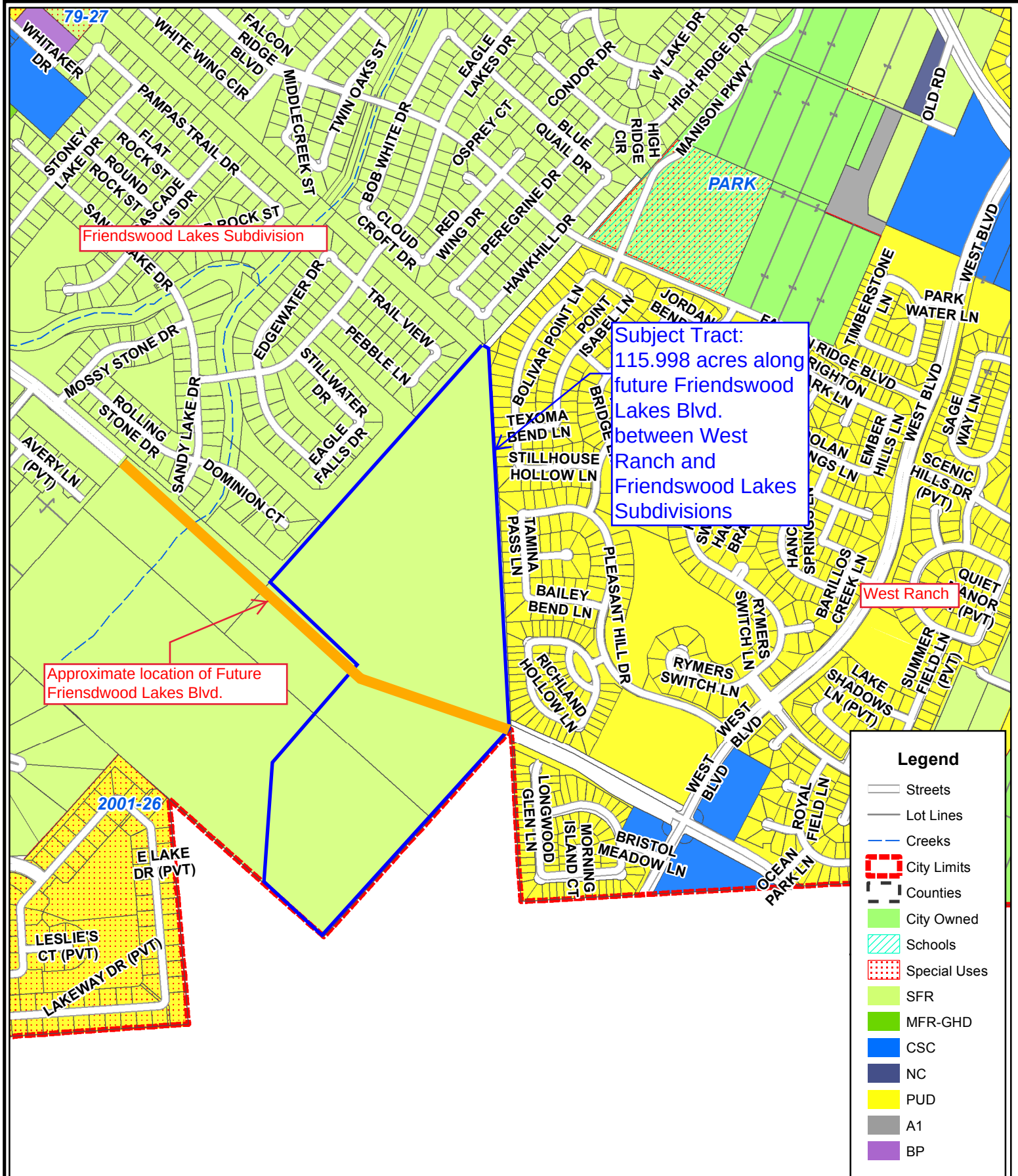


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City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 968'

Ordinance Exhibit "B"

**AVALON AT FRIENDSWOOD
PLANNED UNIT DEVELOPMENT
±115.998 Acres**

**Prepared For:
Taylor Morrison**

PREPARED BY:



24275 Katy Freeway, Suite 200
Katy, TX 77494

TABLE OF CONTENTS

- I. Introduction**
 - a. Purpose
 - b. Location and Existing Conditions
- II. Project Description**
 - a. Character of Community
 - b. Land Use
 - c. Permitted Uses
- III. Development Guidelines**
 - a. Residential Development Regulations
 - b. Signage
 - c. Amenities/Open Space
 - d. Phasing/Development Schedule
- IV. Exhibits**
 - a. Area Map
 - b. Conceptual Development Plan

I. INTRODUCTION

Purpose

This application has been prepared on behalf of Taylor Morrison, pursuant to the City of Friendswood's Ordinances related to a Planned Unit Development (PUD). The purpose of the PUD District is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive residential development. This PUD will establish development regulations and standards that will ensure quality development, consistent with the intent of the Friendswood Subdivision and Zoning Ordinances.

Location and Existing Conditions

The Avalon at Friendswood PUD is located on a $\pm$ 116 Ac. tract located west of West Blvd, situated between the West Ranch subdivision to the east and the Friendswood Lakes subdivision to the west. The subject tract is bisected thru the middle by Friendswood Lakes Blvd and lies along the city limit line of the City of Friendswood and City of League City. An existing lake sits on the southern side of the tract, south of Friendswood Lakes Blvd and the remainder of the tract is currently undeveloped. See Exhibit A – Area Map.

All land immediately surrounding the subject tract is either residential or undeveloped. Therefore, the proposed development is compatible with the surrounding land uses. Furthermore, existing easements around the tract act as natural buffers with adjoining properties. As a result of these various factors, the proposed Avalon at Friendswood development will be a suitable use for the tract.

II. PROJECT DESCRIPTION

Character of Community

Avalon at Friendswood will be a gated, residential neighborhood with both residential and recreational character. The PUD will create flexibility in the design while still maintaining a high quality and cohesive community. A high level of architectural character and design aesthetics will be utilized throughout the development. These elements ensure the project's strong, cohesive character and sense of community. The project will incorporate lake areas, green spaces and walkways that create a beautiful community with lake views throughout.

Land Use

Avalon at Friendswood will be composed entirely of residential lots, landscaped open spaces and lake/ detention areas. The conceptual development plan (Exhibit B) illustrates the proposed mix of lot sizes and general site layout. The project includes a circulation of local residential streets, with a single thoroughfare, Friendswood Lakes Blvd, running east and west thru the center of the tract. A lake/detention area will be included on both the north and south sides of the property, on either side of Friendswood Lakes Blvd. The exact location of all streets and lots as shown on Exhibit B is preliminary and subject to change as development proceeds. Furthermore, the number of lots and lot sizes may be adjusted based on market demand at the time of development. However, any modifications to the design will be consistent with the design standards and parameters specified within this document.

Permitted Uses

All uses listed under Single Family Residential (SFR) in the City of Friendswood code of ordinances are permitted within this tract.

III. DEVELOPMENT GUIDELINES

Unless otherwise outlined in this document, all City of Friendswood Subdivision and Zoning regulations in place at the time this document is adopted shall apply to the PUD. Any change to the below guidelines and/or other applicable regulations shall require a variance or an amendment to the PUD.

Residential Development Regulations

The following regulations shall apply to all single-family development:

1) Lot Regulations - 1.

	Units Per Acre	Lot Area (Minimum Sq. Ft.)	Minimum Lot Width	Setbacks				Height Maximum (Ft)	Parking Requirements (per Unit)	Zero Lot Line (Y/N)	Maximum Lot Coverage
				Front (Ft)	Rear (Ft)	Interior Side (Ft)	Corner Side (Ft)				
Single Family Residential	4.5	7,200	60	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	4	8,400	70	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3.5	9,600	80	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%
Single Family Residential	3	10,800	90	25 (Typ)/ 20 (cul de sac)	15	5	10	40	A	Y	65%

A - Parking is required in accordance with the Parking Group Table in the Design Criteria Manual

2) Lake Lots

- On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
- A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings, fences, and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements

3) Cul de Sacs and knuckles

- Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
- Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
 - Adequate water pressure for potable water needs and firefighting capabilities shall be provided

4) Points of Access

1. Any development over seventy five (75) lots must have two points of access.
 - a. A second point of access may be provided thru the following methods
 - i. Public or private right of way
 - ii. Boulevard entrance
 - iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.
- 5) Gated Development
 1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
- 6) Lake/Detention Maintenance
 1. A private maintenance agreement between the HOA for Avalon at Friendswood and the adjacent property owner and/or future HOA will be provided at the time of final plat recordation of any sections utilizing the lake for detention

Signage

Signage within the PUD will conform to the City of Friendswood Sign Ordinance with the following exceptions:

- 1) Temporary signs used during construction of the development recognizing builders, architects, engineers, leasing representatives, lenders, etc. must all be tastefully displayed on 4' x 8' vertical signs. All temporary signs must be removed when the principle building on the applicable building site is occupied. Additional temporary builder signs directing potential home buyers to various neighborhood/model homes may be installed behind the public right of way. These temporary signs will remain until the section is 80% complete.
- 2) Neighborhood monumentation
 - a. Neighborhood monumentation is permitted within the parameters set forth in the City of Friendswood signage ordinance.

Amenities

Lakes and Open space areas account for approximately 31% of the gross acreage of Avalon at Friendswood. The open space calculation includes all parks, landscape reserves, landscaped right of ways, pipeline easements, drainage easements, trails, tot lots, lakes, detention and drainage area, etc. The proposed open space amenities and the acreages are as follows:

Open Space Amenity	Acreage*
Lakes/Detention	+/- 27.0
Easements	+/- 4.9
Landscape/Open Space	+/- 4.3
TOTAL	+/- 36.2

*All acreages are preliminary and subject to changes as development occurs

In addition to the recreation and open space areas listed above, the development will comply with all applicable City of Friendswood Parkland Dedication requirements and/or Parkland Fees.

Phasing and Development

The development is intended to be constructed in 3 phases. The initial phase will consist of approximately 100 to 120 lots and will be located within the eastern half of the property north of Friendswood Lakes Blvd as well as the portion of development along the lake on the south side of Friendswood Lakes Blvd. Phase two will include the remainder of the land on the north side of Friendswood Lakes Blvd for a total of approximately 40 to 50 lots. The final phase will include the remainder of the property on the south side of Friendswood Lakes Blvd, approximately 40 to 50 lots. It is proposed that there will be approximately 200-210 total lots within the 3 phases. This proposed phasing is based on preliminary projections, but the final timing of development as well as the number and location of phases may be modified based on market conditions.

In addition, all phasing will be coordinated with the construction of Friendswood Lakes Blvd. No plat recordation will be permitted until substantial completion of Friendswood Lakes Blvd. up to the entrance of the Avalon at Friendswood development.

IV. EXHIBITS

Exhibit A – Area Map

Exhibit B – Conceptual Development Plan

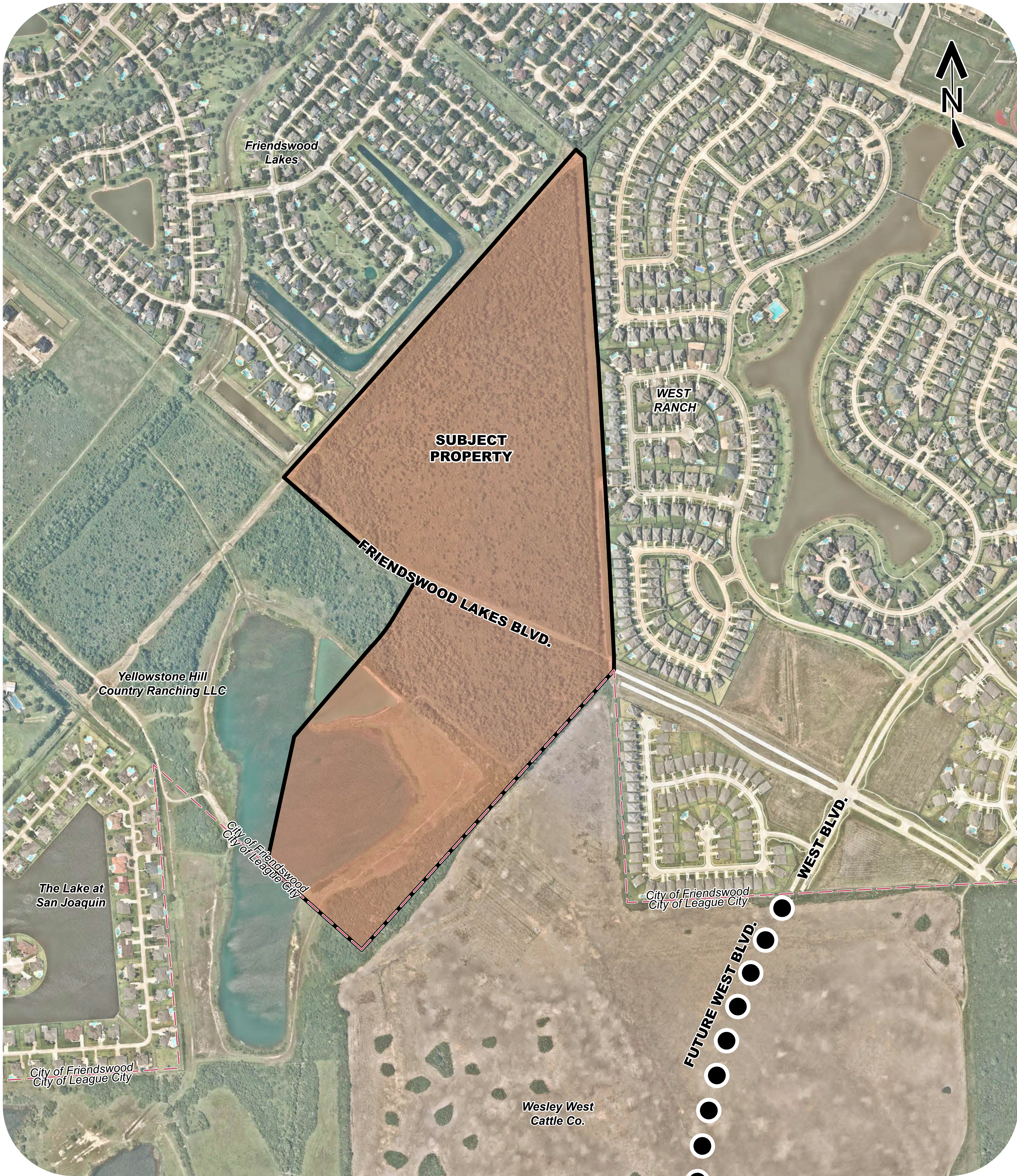


EXHIBIT
A

an area map for
AVALON
AT FRIENDSWOOD
± 114.0 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
DECEMBER 17, 2018

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LOT SUMMARY

60'x130'	44 LOTS	22%
70'x130'	118 LOTS	57%
80'x130'	29 LOTS	14%
90'x130'	15 LOTS	7%

TOTAL 206 LOTS

EXHIBIT
B

a schematic development plan for
AVALON
AT FRIENDSWOOD
±114.0 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
JANUARY 24, 2019

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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: 03/04/2019

Date Submitted: 02/21/2019

Dept. Clearances: KRH

Prepared by: Jennifer Walker

Subject: FY 2018-19 Budget Amendment V

Originating Department: Administrative Services

City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$256,935

Amount Budgeted: \$48,486

Appropriation Required: \$208,449

Source of Funds: Unassigned General Fund Balance,
General Fund Revenues, 2015 GO Bonds, VRP Fund Balance

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the fifth set for fiscal year 2018-19.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the detail of each accounting transaction.

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment V 2018–19.

ATTACHMENTS

[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

(Title: An Ordinance adopting Budget Amendment V to the Original General Budget of the City for Fiscal Year 2018-2019 to provide for supplemental appropriation and/or transfer of certain funds.)

ORDINANCE NO. T2019-12

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 V" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2018-2019"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2018-28, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2018-2019"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of The City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2018-2019;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2018-2019,” is hereby amended for municipal purposes as shown on “Budget Amendment V” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2018-2019” attached hereto. Said Budget Amendment V shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 4th day of March, 2019.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2018 – 2019
Budget Amendment V
March 4, 2019**

1. **Police Department Vehicle Insurance Reimbursement, \$2,232.** Appropriate insurance reimbursement received from Texas Municipal League Intergovernmental Risk Pool. Funding will be appropriated to the Police Department Patrol division vehicle maintenance account for repairs made to unit P410.
2. **Fire Department Headquarters ADA Inspection, \$1,279.** Appropriate funds remaining from 2015 bond proceeds for professional services. The ADA inspection was completed but not billed to the City until January 31, 2019. Final invoice to close out the project was received on January 31, 2019. Funding source will be from the 2015 GO bond proceeds.
3. **Public Work Vehicles, \$83,457.** Re-appropriate funds for the purchase of two public work vehicles and additional equipment. Funds were appropriated in Fiscal Year 2018. Purchase orders were voided due to errors in the ordering of the vehicles and encumbrances were not rolled forward into the Fiscal Year 2019. The funding source will be from the Vehicle Replacement Fund.
4. **Library Donations, \$288.** Appropriate donations received to the Library department. The funds will be appropriated to the Library operating equipment budget to be used in fiscal year 2019.
5. **Parks & Recreation Fun Run Flapjack Event Proceeds, \$3,180.** Appropriate proceeds from the Flapjack Fun Run event held on December 1, 2018. Proceeds will be used to purchase additional trash cans for the parks.
6. **Parks & Recreation Lake Friendswood Donation, \$2,000.** Appropriate donation received from Garrison Holt for an Eagle Scout project. The donation will be used to purchase a map directory sign that will be installed at Lake Friendswood. The donation was received on February 5, 2019. Funds will be appropriated to the Parks division operating account.
7. **Police Department Vehicles, \$25,694.** Appropriate additional funding to purchase and outfit vehicles for the Police Administrative Division Unit P111 and Animal Control Units AC9 and AC10. These vehicles are scheduled to be replaced in FY19. Due to costs of the vehicles and necessary equipment, additional funds are needed to outfit the vehicles appropriately. The funding source will be the Vehicle Replacement Fund.

8. **TML-IRP Insurance Reimbursement-Hurricane Harvey \$48,486.** Appropriate insurance reimbursement received from Texas Municipal League back to unassigned General Fund Balance. Funds were received for claims filed with TML-IRP for damages to the Lift Stations and deductible reimbursement for the Shadwell property.
9. **Voice of Internet Protocol (VoIP) Telephone System Replacement, \$138,805.** Appropriate funding to replace the City's telephone system. The current system is at the end of its useful life of technical support and with hardware becoming increasingly harder to obtain. The project is expected to be completed within the next 90 days. Cancellations of old and unused telephone lines and circuits in the City's current telephone system will result in savings of approximately \$175,000 in future fiscal years. The funding source for the purchase of the new telephone system will be unassigned general fund balance reserves.

City of Friendswood

3/4/2019

2018-19 Budget Amendment V - Exhibit B

BA Number	Account Number	Project No.	Description	Amount
1	001-0000-38310	P410	Appropriate TML Insurance reimbursement to Police Department Patrol division vehicle maintenance account for P410	(2,232)
1	001-2120-421.6300	P410	Appropriate TML Insurance reimbursement to Police Department Patrol division vehicle maintenance account for P410	2,232
2	253-0000-30500		Appropriate 2015 GO Bond proceeds for ADA inspection at Fire Station #4 and New Fire Station#1	(1,279)
2	253-7001-422.8582	GO1501	Appropriate 2015 GO Bond proceeds for ADA inspection at Fire Station #4	502
2	253-7001-422.8582	GO1502	Appropriate 2015 GO Bond proceeds for ADA inspection at the New Fire Station#1	777
3	301-0000-30500		Appropriate funds to purchase two vehicles for Public Works Department	(83,457)
3	301-0501-431.8300	PW79	Appropriate funds to purchase a vehicle for Public Works Department that is replacing Unit PW52	41,650
3	301-0501-431.8300	PW82	Appropriate funds to purchase a vehicle for Public Works Department that is replacing Unit PW58	41,807
4	001-0000-38600	DNBOOKREV	Appropriate donations to the Library operating equipment budget	(288)
4	001-6310-459.5800	DNBOOKEXP	Appropriate donations to the Library operating equipment budget	288
5	001-0000-34767	FUNRUNREV	Appropriate Fun Run proceeds to purchase trash cans for the parks	(3,180)
5	001-6430-456.5800	FUNRUNEXP	Appropriate Fun Run proceeds to purchase trash cans for the parks	3,180
6	001-0000-38600	PK0053REV	Appropriate Eagle Scout donation to purchase a map directory sign at Lake Friendswood	(2,000)
6	001-6430-456.5800		Appropriate Eagle Scout donation to purchase a map directory sign at Lake Friendswood	2,000
7	301-0000-30500		Appropriate funds to to purchase Police Department Administrative division and two Animal Contol vehicles and equipment	(25,694)
7	301-0501-421.8300	P111	Appropriate funds to to purchase Police Department Administrative division vehicle and equipment	13,520
7	301-0501-441.8300	AC9	Appropriate funds to to purchase Police Department Animal Control division vehicle and equipment	7,066
7	301-0501-441.8300	AC10	Appropriate funds to to purchase Police Department Animal Control division vehicle and equipment	5,108
8	001-0000-30500		Appropriate TML-IRP Insurance Reimbursement from Hurricane Harvey to General Fund Balance Reserves	48,486
8	001-0000-38320	17EMHARVEYREV	Appropriate TML-IRP Insurance Reimbursement from Hurricane Harvey to General Fund Balance Reserves	(48,486)
9	001-0000-30500		Appropriate funds from unassigned General Fund Balance for the city wide VoIP phone system replacement	(138,805)
9	001-0416-419.8400	phones2019	Appropriate funds from unassigned General Fund Balance for the city wide VoIP phone system replacement	138,805



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: March 4, 2019

Date Submitted: February 21, 2019

Dept. Clearances: Morad Kabiri

Prepared by: Morad Kabiri

Originating Department: CMO

Subject: Proposed Detention Pond in Forest Bend

Proceeding: Consent Agenda

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:
FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

As Council is aware, late last Fall an application was submitted to Harris County for the use of Community Development Block Grant – Disaster Recovery funds (CDBG-DR) for infrastructure projects on the Harris County side of Friendswood. The two projects that potentially qualified were: (1) the installation of emergency shelter space within the Public Works/Parks & Recreation Building on Blackhawk Blvd (old Food Lion); and (2) a regional detention pond within the Forest Bend subdivision.

The second project entails a partnership with the Forest Bend Homeowners Association to convert their park on FM 528 and Clear Creek to a regional detention pond/park. As a condition of the CDBG-DR application process, the City has been asked to submit a license to use agreement solidifying the partnership. The attached draft agreement is being presented for Council consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The pursuit of and potential award of any funding from an outside agency/entity will reduce the fiscal burden on the City as we recover from Harvey and prepare for the next event. Furthermore, the provision of a pond within a neighborhood lacking any tangible flood mitigation facilities will greatly improve its drainage capabilities (removing homes from the floodplain).

RECOMMENDATIONS

The Forest Bend Homeowners Association is still reviewing the draft agreement. Staff recommends Council approve the agreement as draft and authorize the City Manager to review and/or approve minor changes that may be needed.

ATTACHMENTS

[License to Use Agreement](#)

LICENSE TO USE AGREEMENT

WHEREAS, on _____, 2019, the Forest Bend Homeowners Association agreed to the request by the City of Friendswood, Texas to place a detention pond and walking trail on Association property located adjacent to Clear Creek, Friendswood, Harris County, Texas; and further described on Exhibit "A"; and

WHEREAS, the City of Friendswood is pursuing Community Development Block Grant – Disaster Recovery funds for drainage mitigation projects, as well as a partnership with the Harris County Flood Control District to construct a detention pond near the Forest Bend subdivision; and

WHEREAS, the Forest Bend Homeowner's Association and City Council are agreeable to said project, subject to the execution of this License to Use Agreement and the allocation of funding to construct;

NOW, THEREFORE, the Forest Bend Homeowner's Association (FBHOA) and the City of Friendswood, Texas (Licensee), in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

1 .License

- 1.01 The FBHOA agrees to the placement of a detention pond and walking trail to serve the Forest Bend subdivision and other nearby areas ("Licensed Use"), in the location and of the type as presented to by the Licensee. A site map and depiction of the specific property for the Licensed Use are attached as Exhibit "A" hereto, ("Licensed Property"). This license is hereby granted for the Licensed Property which is generally located near the intersection of FM 528 and Clear Creek, Friendswood, Harris County, Texas.
- 1.02 The Licensee agrees that this license is based upon the stated License Use only, and shall terminate upon the cessation of said use by Licensee, unless sooner terminated according to other terms and provisions contained in this Agreement.

2. Conditions

- 2.01 The FBHOA and Licensee agree that the Licensed Property is granted for the Licensed Use subject to the following conditions, terms and reservations:
 - a) In accordance City codes, the Licensee must maintain the entirety of the detention pond, walking trail, and the land immediately adjacent to it within a tract of land containing 19.6225 acres, more or less, also described as being Reserve E, Block 2 of the Forest Bend Section One Plat;
 - b) The Licensee must not create or allow any nuisances on the property, as that term is defined by State law and/or The City Code.

- 2.02 This license is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.
- 2.03 The Licensee must apply for and receive any necessary permits from the Building Department, or other pertinent City boards or departments.

3. General Provisions

- 3.01 This Agreement constitutes the entire agreement between the FBHOA and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 3.02 The phrases, clauses, sentences, paragraphs or sections of this License to Use Agreement are severable and, if any phrase, clause, sentence paragraph, or section of this license to use agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such as invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.
- 3.03 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

FOREST BEND HOMEOWNER'S ASSOCIATION:

Attn: HOA President

Friendswood, TX 77546

() -

CITY OF FRIENDSWOOD, TEXAS:

Attn: City Manager

910 S. Friendswood Drive

Friendswood, Texas 77546

(281) 996-3250

- 3.04 The FBHOA and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 3.05 Exclusive venue for any dispute out of this License to Use Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.

IN TESTIMONY WHEREOF, **FOREST BEND HOMEOWNER'S ASSOCIATION**, has caused these presents to be signed by _____, Member (title) there unto authorized, this _____ day of _____ 2019.

By: _____

Name: _____

Title _____

THE STATE OF TEXAS)

)

COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared _____, whose name is subscribed to the foregoing instrument and acknowledge to me that she/he was duly authorized and executed the same for the purposes and considerations therein expressed, in the capacity therein and herein stated for and on behalf of said Licensee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ 2019.

Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

CITY OF FRIENDSWOOD, TEXAS

By: _____

Mike Foreman
Mayor

ATTEST

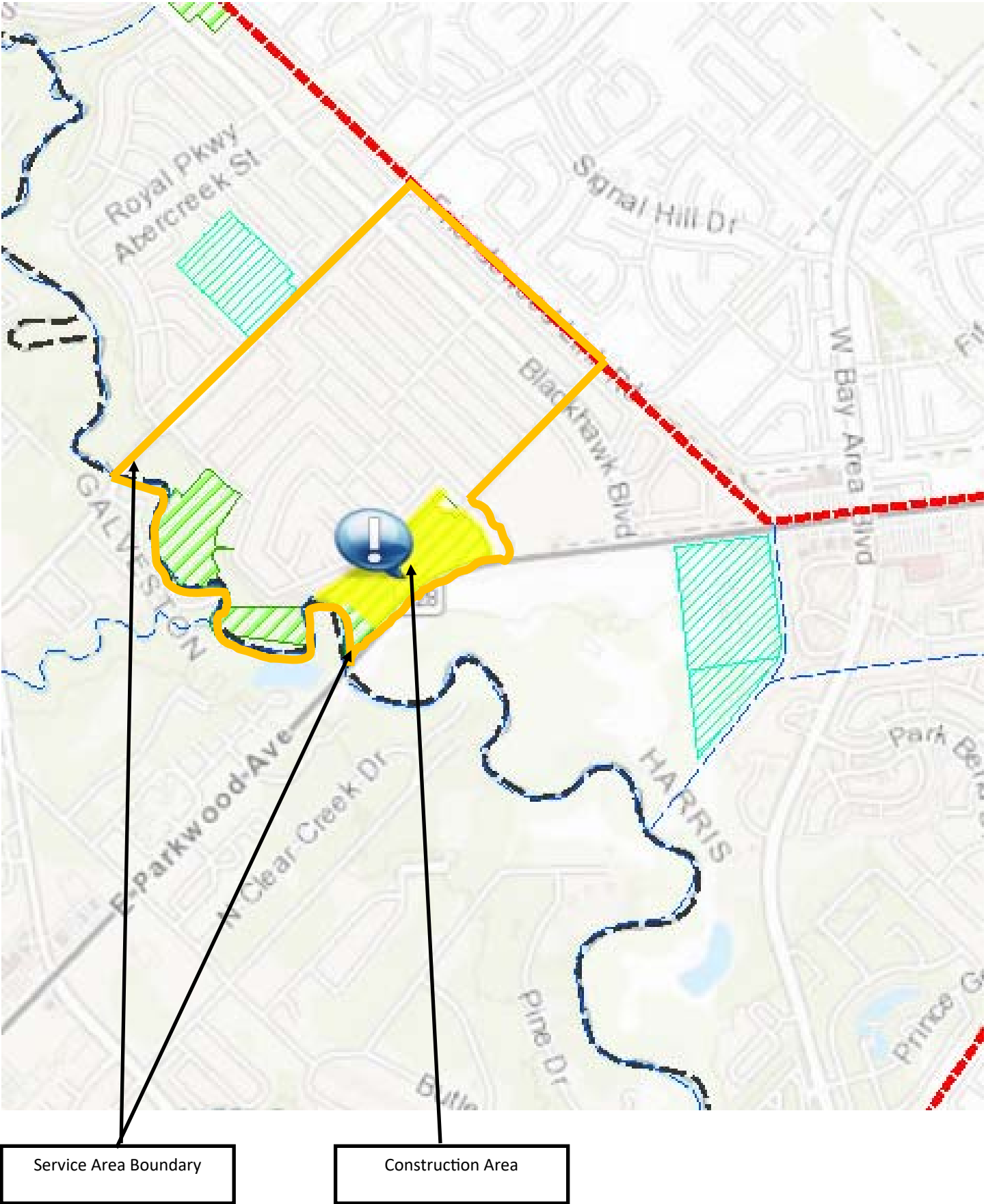
By: _____

Melinda Welsh, TRMC
City Secretary

(SEAL)

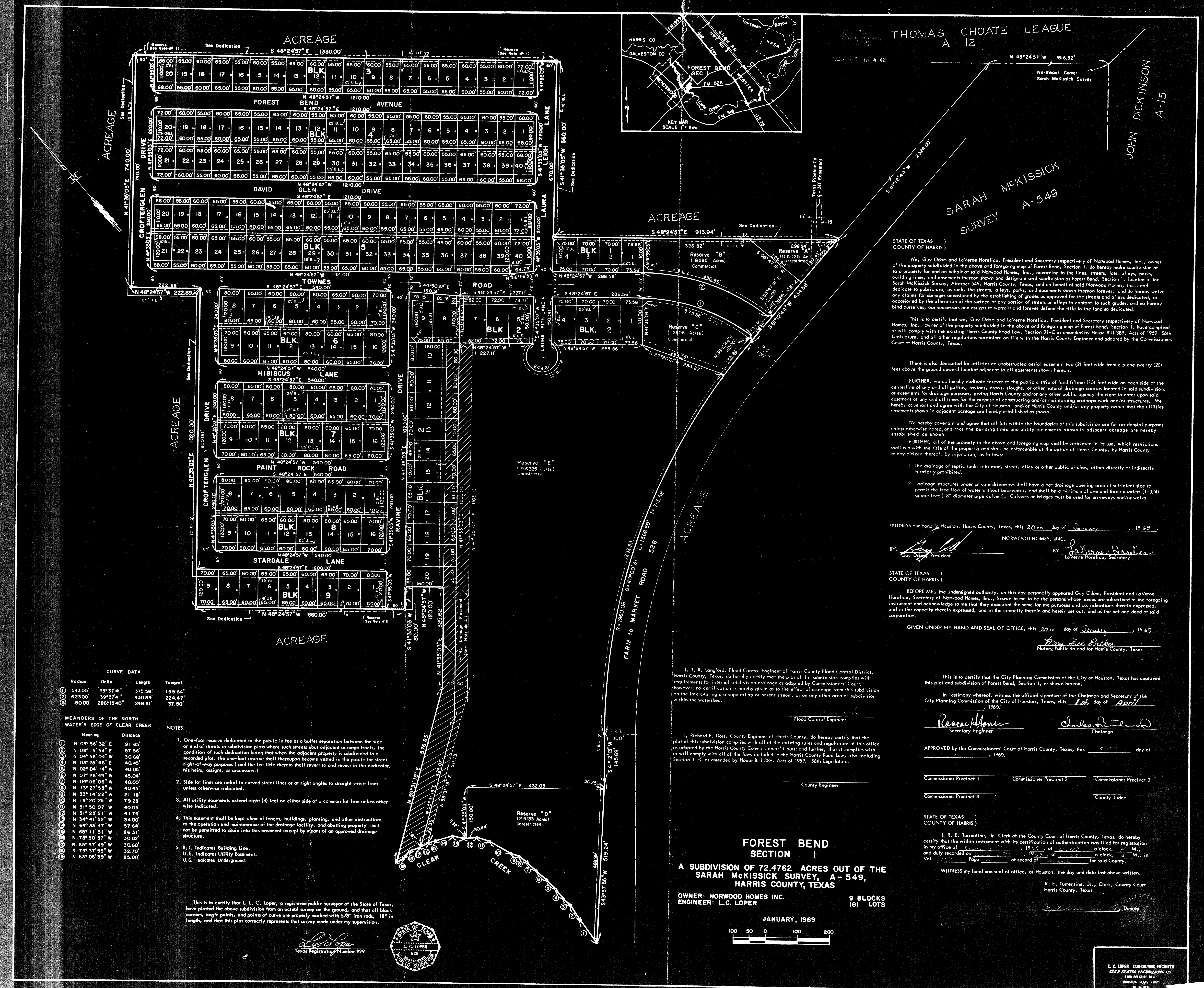
Forrest Bend HOA Retention Pond

Service Area



FOREST BEND
SECTION 1

Forest Bend Section 1 - Final
Date: 1/15/69
Plat: 15-15-69
Recording: 15-15-69



THOMAS CHOATE LEAGUE
A-12

JOHN DICKINSON
A-15

SARAH MCKISSICK
SURVEY
A-549

STATE OF TEXAS)
COUNTY OF HARRIS)
We, Guy Odum and LaVerne Horelica, President and Secretary respectively of Norwood Homes, Inc., owner of the property subdivided in the above and foregoing map of Forest Bend, Section 1, do hereby make subdivision of said property for and on behalf of said Norwood Homes, Inc., according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown and designate said subdivision as Forest Bend, Section 1, located in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, and on behalf of said Norwood Homes, Inc., and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that we, Guy Odum and LaVerne Horelica, President and Secretary respectively of Norwood Homes, Inc., owner of the property subdivided in the above and foregoing map of Forest Bend, Section 1, have complied or will comply with the existing Harris County Road Law, Section 31-C as amended by House Bill 389, Acts of 1959, 56th Legislature, and all other regulations heretofore on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County, Texas.

There is also dedicated for utilities an unobstructed aerial easement two (2) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown hereon.

FURTHER, we do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the centerline of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Harris County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures. We hereby covenant and agree with the City of Houston and/or Harris County and/or any property owner that the utilities easements shown in adjacent acreage are hereby established as shown.

We hereby covenant and agree that all lots within the boundaries of this subdivision are for residential purposes unless otherwise noted and that the building lines and utility easements shown in adjacent acreage are hereby established as shown.

FURTHER, all of the property in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property; and shall be enforceable at the option of Harris County, by Harris County or any citizen thereof, by injunction, as follows:

1. The drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-3/4) square feet (16" diameter pipe culvert). Culverts or bridges must be used for driveways and/or walks.

WITNESS our hand in Houston, Harris County, Texas, this 20th day of January, 1969.

BY: *Guy Odum* President
BY: *LaVerne Horelica* Secretary

STATE OF TEXAS)
COUNTY OF HARRIS)
BEFORE ME, the undersigned authority, on this day personally appeared Guy Odum, President and LaVerne Horelica, Secretary of Norwood Homes, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1969.

Harry Allen Parker
Notary Public in and for Harris County, Texas

This is to certify that the City Planning Commission of the City of Houston, Texas has approved this plat and subdivision of Forest Bend, Section 1, as shown hereon.

In Testimony whereof, witness the official signature of the Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 1st day of April, 1969.

Research House Secretary-Engineer
Charles R. Turrentine Chairman

APPROVED by the Commissioners' Court of Harris County, Texas, this _____ day of _____, 1969.

Commissioner Precinct 1 _____ Commissioner Precinct 2 _____ Commissioner Precinct 3 _____
Commissioner Precinct 4 _____ County Judge _____

STATE OF TEXAS)
COUNTY OF HARRIS)
I, R. E. Turrentine, Jr., Clerk of the County Court of Harris County, Texas, do hereby certify that the within instrument with its certification of authentication was filed for registration in my office of _____, 1969, at _____ o'clock, _____ M., and duly recorded on _____, 1969, at _____ o'clock, _____ M., in Vol. _____ Page _____ of record of _____ for said County.

WITNESS my hand and seal of office, at Houston, the day and date last above written.

R. E. Turrentine, Jr., Clerk, County Court
Harris County, Texas

Deputy

I, T. R. Longford, Flood Control Engineer of Harris County Flood Control District, Harris County, Texas, do hereby certify that the plat of this subdivision complies with requirements for internal subdivision drainage as adopted by Commissioners' Court; however, no certification is hereby given as to the effect of drainage from this subdivision on the intercepting drainage artery or parent stream, or on any other area or subdivision within the watershed.

Flood Control Engineer

I, Richard P. Doss, County Engineer of Harris County, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Harris County Commissioners' Court; and further, that it complies with or will comply with all of the laws included in the Harris County Road Law, also including Section 31-C as amended by House Bill 389, Acts of 1959, 56th Legislature.

County Engineer

**FOREST BEND
SECTION 1**
A SUBDIVISION OF 72.4762 ACRES OUT OF THE
SARAH MCKISSICK SURVEY, A-549,
HARRIS COUNTY, TEXAS
OWNER: NORWOOD HOMES INC.
ENGINEER: L.C. LOPER
9 BLOCKS
181 LOTS

JANUARY, 1969
100 50 0 100 200

E. C. LOPER - CONSULTING ENGINEER
GULF STATES ENGINEERING CO.
4100 INDEPENDENCE BLVD.
HOUSTON, TEXAS 77055
NO. 1-235



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: March 2019

Date Submitted: January 30, 2019 Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Disposal of Police Vehicles

Originating Department: Police City Attorney Review: NA

Proceeding: Consent

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The police department has one decommissioned police vehicles (P273) 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. The vehicle is out of service due to mechanical issues. Costs associated with keeping the vehicle suitable for service are high, making the most cost effective solution to auction the vehicle. P273 was replaced during the last fiscal year. 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.

P273 2012 Chevrolet Tahoe 1GNLC2E06CR174543

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of this vehicle will be deposited into the VRF.

RECOMMENDATIONS

Staff recommends Mayor and Council consent to disposal of this asset in the manner described above.

ATTACHMENTS

None



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: 03/04/19

Date Submitted: 2/20/2019

Dept. Clearances:

Prepared by: James O'Brien

Subject: Voice over Internet Protocol (VoIP) Telephone System Replacement

Originating Department: Administrative Services City Attorney Review: mkf

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$138,805

Amount Budgeted: N/A

Appropriation Required: \$138,805

Source of Funds: General Fund
Balance Reserves*

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Information Technology (IT) Division was tasked with taking over the management of the phone infrastructure, equipment, and maintenance. The current Nortel CS1000 phone system is at the end of its support and hardware is becoming increasingly harder to obtain. Avaya, who bought out Nortel, is offering programs to upgrade and replace the outdated Nortel platforms. Demos were presented to a team of representatives from various departments that IT coordinated to find the best solution for the City moving forward. Enterprise Systems is the current phone maintenance vendor and has a deep knowledge of the City's current phone system and infrastructure. They will be providing the solution as well as the continued support for the new Avaya phone system.

During the discovery of the City's current system, it was found that we had several old circuits no longer needed. The cancelation of these circuits will help fund this project. The current total of these cancellations have added up to \$131,748 in savings, annually. There is an additional \$13,000 to come from a circuit currently being transferred to a new connection. Additional savings of approximately \$30,000 will come with moving our phone numbers from a PRI service to a SIP carrier.

*An appropriation of General fund balance reserves will be included on FY19 budget amendment V for the capital expenditure purchase as the estimated savings of approximately \$175K will be experienced in future fiscal years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

With manufacturer support on the equipment or the software coming to an end, there is a major impact on phone services.

RECOMMENDATIONS

Staff recommends contracting with Enterprise Systems for the Avaya product to replace the City's telephone system.

ATTACHMENTS

[Enterprise proposed quote](#)

Phone: (713) 343-1212

Email: thaggerty@enter-sys.com

Web: www.enter-sys.com

Migration to IP Office

Prepared by:

Enterprise Systems

Tommy Haggerty
(713) 343-1212
Fax (713) 343-1250
thaggerty@enter-sys.com

Prepared for:

City of Friendswood

1610 Harold Whitaker Dr
Friendswood, TX 77546
James O'Brien
(281) 996-9292
jobrien@friendswood.com

Quote Information:

Quote #: 000697

Version: 7
Delivery Date: 02/21/2019
Expiration Date: 02/28/2019

Quote Summary		Amount
Hardware		\$82,818.93
Services		\$55,985.66
Total:		\$138,804.59

Summary of Selected Payment Options		Amount
50% Down: 50% Down		
Total of Payments		\$69,402.30

40% Delivery: 40% Due Upon Delivery		
Total of Payments		\$55,521.84

10% Completion: 10% Due Upon Completion		
Total of Payments		\$13,880.46

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Enterprise Systems

City of Friendswood

Signature: _____

Name: Tommy Haggerty

Title: _____

Date: 02/21/2019

Signature: _____

Name: James O'Brien

Date: _____



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Manager's Office as soon as possible prior to the first date that the item is expected to be placed on the Friendswood City Council agenda.

Date requested for City Council consideration: March 4, 2019

Date Submitted: February 26, 2019

Dept. Clearances: CMO

Prepared by: GCF

Subject: Suspending Rule 16

Originating Department: CMO

Proceeding: Consent

City Attorney: mkf

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:	Amount Budgeted:
Appropriation Required:	Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In Rule 16, the Council's Order of Business for Council meetings states:

Rule 16. Order of Business

Unless agreed to otherwise by majority vote of Council, the normal order of business before the City Council in any regular meeting of the City Council shall be as follows:

- (1) *Call to Order.*
- (2) *Invocation.*
- (3) *Pledge of allegiance.*
- (4) *Communications from the Public*
- (5) *Work Session*
- (6) *Closed Executive Session*
- (7) *Reconvene into Open Session*
- (8) *Special Recognition and Acknowledgements*
- (9) *Public hearings – as called.*
- (10) *Communications from the Public*
- (11) *City Manager Report*

- (12) *Committee or special reports.*
- (13) *Tabled items.*
- (14) *Items for discussion and action.*
- (15) *Ordinances and/or resolutions to be considered.*
- (16) *Communication from the Mayor and members of Council.*
- (13) *Consent agenda:*
 - A. *Bids and awards of contracts involving expenditures not exceeding bidding amounts as allowed by State law;*
 - B. *Other matters deemed routine in nature;*
 - C. *Minutes.”*

This item provides the opportunity to suspend Rule 16 to consider the Workshop items on the agenda following the other business items on the agenda. With the exception of the Workshop items, all other items will be completed prior to the 7 pm meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To allow more time for discussion/presentation items related to the Drainage Subcommittee.

ATTACHMENTS

None



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: March 4, 2019

Date Submitted: February 26, 2019

Dept. Clearances: Steven Rhea

Prepared by: Steven Rhea

Originating Department: CMO

Subject: Proposed Grazing & Hay Baling Lease Agreement

Proceeding: Consent Agenda

City Attorney Review: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:
FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Friendswood resident David Davis who resides at 1913 Lundy Lane is requesting to lease an adjacent City owned undeveloped 24.690 acre tract to bale hay two to three times per year for use with his personal livestock and agricultural education for his school age children and others. In return Mr. Davis will construct a fence and keep the Premises mowed and maintained at no cost to the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Entering into the lease agreement will remove the property from the City mowing schedule and allow the property to be used as an agriculture and educational tool.

RECOMMENDATIONS

Staff recommends Council approve the agreement as and authorize the City Manager to sign the lease agreement.

ATTACHMENTS

[Lease Agreement](#)

LEASE AGREEMENT

STATE OF TEXAS

§

COUNTY OF GALVESTON/

HARRIS

§

This Lease (this "Lease") is made and entered this ____ day of _____, 2019, by and between PARTIES, the City of Friendswood, Texas, a Texas Municipal Corporation ("Lessor") and David Davis, ("Lessee").

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that certain tract of land consisting of 24.693 acres of land, (the Premises") that is situated near the City's Fire Station No. 2 in Galveston County, Texas, and more particularly described by metes and bounds and a survey attached hereto as **Exhibits "A-1 "** and **"A-2"**, respectively, and made a part hereof for all purposes.

1. TERM. This Lease shall be for a seven (7) year term beginning on March 4, 2019 and ending on March 4, 2026.
2. RENT. Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property by mowing it two (2) to three (3) times a year, or the frequency of mowing necessary so that the grass and weeds are not more than 24 inches tall, baling the hay to be eaten by his personal livestock and Lessee's compliance with the provisions established in this Grazing Lease Agreement. Lessee shall be responsible for construction and maintenance of any wanted drainage improvements. Lessee shall not be responsible for mowing roadways or ditches around the Premises.
3. FENCING. Lessee shall construct a fence and agrees to normal maintenance and any repair of damage that may occur to the fence.
4. NO HAZARDOUS MATERIALS. With the exception of bringing diesel fuel in by truck to the site to provide fuel for the farm equipment, Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined) to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises. As used herein "Hazardous Materials" mean (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas, (b) any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes,"

“hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants,” or “pollutants,” or words of similar import, under applicable law, and (c) any other chemical, material, or substance which is in any way regulated by applicable law.

5. USE OF PREMISES.

(a) Lessee shall use the Premises solely for the purposes of growing grass and baling hay for the personal use of his livestock.

(b) Lessee shall not make any other alterations, additions or improvements to the Premises without the prior written consent of Lessor.

6. MAINTENANCE, REPAIR AND SURRENDER. At the termination of this Lease, Lessee shall surrender and deliver the Premises to Lessor, in the state of repair and condition comparable to the state of repair and condition as at the time Lessor delivered possession thereof to Lessee, reasonable wear and tear excepted. Specifically, without limitation, any damage to fences occurring during the course of this Lease shall be repaired by Lessee. Lessor shall have no obligation whatsoever to perform any maintenance, repairs or other services in connection with the Premises or this Lease.

7. UTILITIES; TAXES. Lessee shall pay the charges for utilities used by Lessee at the Premises directly to the provider or providers thereof. Lessor shall have no liability or responsibility whatsoever with regard to the existence of, provision of or payment of utilities. Lessee is responsible for payment of all taxes, special assessments, and government charges of every character imposed on the Premises during the term of this Lease.

8. INSURANCE: Throughout the term of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, general liability insurance of an “occurrence” type against all claims, arising out of liability of Lessee for injury to persons or property damage occurring in or about the Premises or arising out of the use or occupancy thereof, at minimum combined single limit of \$500,000.00 each occurrence and \$500,000.00 as a general aggregate. General liability must be endorsed to include the City of Friendswood named as Additional Insured on the policy and a Certificate of Insurance must be attached to this Agreement and it must identify the name of the insurance carrier, policy number and expiration date and limits of liability and deductible. Lessee shall not enter the Premises until Certificate of Insurance has been submitted to Lessor and approved by the City Attorney.

9. **INDEMNIFICATION.** LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, DAMAGES, SUIT OR EXPENSES OF EVERY KIND (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, COURT COSTS AND INTEREST) RESULTING OR ARISING FROM ANY AND ALL INJURIES TO, INCLUDING DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE OCCUPANCY OF THE PREMISES BY LESSEE AND/OR THE ACTS OR OMISSIONS OF LESSEE OR LESSEE'S AGENTS, EMPLOYEES OR CONTRACTORS.
10. **DEFAULT.** In the event Lessee fails to perform any or all of its obligations set forth in this Lease, Lessor shall give Lessee ten (10) days to cure any defect and Lessor may terminate this Lease if Lessee fails to cure the defect or to perform its Lease obligations.
11. **MECHANICS LIENS.** Lessee shall not permit any mechanic's liens to be filed against the Premises or Lessee's leasehold interest herein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee's activities in the Premises to be paid and released of record without cost to Lessor within thirty (30) days following delivery by Lessor to Lessee of written notice regarding the existence of any such lien.
12. **INSPECTION BY LESSOR.** Lessor and Lessor's agents shall have the right to enter into and on the Premises at any reasonable time for the purpose of inspecting the Premises.
13. **ASSIGNMENT AND SUBLEASE.** Lessee may not assign this Lease or sublet any portion of the Premises without the prior written consent of Lessor.
14. **ACCEPTANCE OF PREMISES; DISCLAIMER.** LESSOR AND LESSEE RECOGNIZE, STIPULATE AND AGREE THAT LESSEE HAS ACCEPTED THE PREMISES IN ITS CURRENT "AS-IS", WHERE-IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES, WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE.
15. **TERMINATION.** This Lease Agreement may be terminated by Lessee upon at least thirty (30) days' prior written notice to the Lessor and this Agreement may

be terminated by Lessor upon at least one hundred-eighty (180) days prior written notice to Lessee.

16. **MISCELLANEOUS.**

- (a) All notices and correspondence under this Lease shall be given by certified or registered mail to the parties at the following addresses:

If to Lessor: City of Friendswood
Attention: City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

If to Lessee: David Davis
1913 Lundy Lane
Friendswood, Texas 77546

- (b) This Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
- (c) In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease.
- (d) This Lease shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, between the parties and no amendment, modification, or alteration of the terms hereof shall be binding upon the parties unless the same is in writing, dated after this Agreement and duly executed by both Lessor and Lessee.
- (e) This Lease shall be governed by the laws of the State of Texas and venue for any lawsuit involving this Lease shall be in Galveston County, Texas.
- (f) Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship

between the parties other than the relationship of Lessor and Lessee.

This Lease is executed effective this _____ day of _____, 2019.

LESSOR: CITY OF FIREENDSWOOD

By: _____
Printed Name: MORAD KABIRI
Title: City Manager

LESSEE: DAVID DAVIS

By: _____
Printed Name: DAVID DAVIS

ATTEST:

MELINDA WELSH, TRMC
City Secretary

City of Friendswood
24.693 Acres

B.S. & F. Survey No. 5
Abstract No. 625

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 24.693-acre tract in the B.S. & F Survey No. 5, Abstract No. 625, Galveston County, Texas. Said 24.693-acre is that same tract described in a deed to The Estates of Lundy Lane, LLC as recorded in Clerk's File No. 2011055907 in the Galveston County Clerk's Office and is more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found for the point of intersection of the east right-of-way line of Sarasota Drive (based on a width of 60-feet), with the north line of a 60-foot wide Powerline Easement as recorded in Volume 1693, Page 501 in the Galveston County Deed Records, said point is the southwest corner of Lot 1, Block 6 of Boca Raton, Section Two as recorded in Volume 18, Page 549 in the Galveston County Plat Records;

THENCE, North 86°38'46" East, along the north line of said Powerline Easement, same being the south line of Said Lot 1, for a distance of 137.60 feet to the southeast corner of said Lot 1, said point is in the west line of a tract described in a deed to Boca Raton Homeowners Association, Inc. as recorded in Clerk's File No. 2004029416 in the Galveston County Clerk's Office;

THENCE, South 14°50'52" West, along the west line of said Boca Raton Homeowners Association, Inc. tract, same being the east line of the aforementioned Boca Raton, Section Two for a distance of 63.05 feet to a 5/8-inch iron rod found for the POINT OF BEGINNING and northwest corner of the herein described tract, said point is the most northerly northeast corner of a 56.883-acre tract described in a deed to Friendswood Community Church, Inc. as recorded in Clerk's File No. 2001016726 in the Galveston County Clerk's Office;

THENCE, North 86°38'46" East, along the south line of said Boca Raton Homeowners Association, Inc. tract, same being the south line of the aforementioned Powerline Easement, at a distance of 119.82 feet pass the southwest corner of a 0.6267 acre tract described in a deed to Peter Lux as recorded in Clerk's File No. 9024571 in the Galveston County Deed Records and continue for a total distance of 506.52 feet to a 5/8-inch iron rod set for the northeast corner of the herein described tract, said point is the northwest corner of a tract described in a deed to Dale D. Dunn and wife, Penny Dunn as recorded in Volume 2343, Page 452 in the Galveston County Deed Records;

THENCE, South 03°50'18" East, along the east line of the herein described tract, same being the west line of said Dunn tract, at 780.93 feet pass a 5/8-inch iron rod found for the southwest corner of a 2.517 acre tract described in a deed to Angela L. Campbell as recorded in Clerk's File No. 2008044771 in the Galveston County Clerk's Office, and continue for a total distance of 1,435.21 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 0.38-acre tract described in a deed to Suchmor Thomas as recorded in Clerk's File No. 2013042460 in the Galveston County Clerk's Office;

EXHIBIT "A-1"

THENCE, South 86°33'00" West, along the south line of the herein described tract, same being the north line of said 0.38-acre tract, for a distance of 206.36 feet to a 5/8-inch iron rod found for the northwest corner of said 0.38-acre tract, said point is the northeast corner of a 10.0048-acre tract described in a deed to Andrew LaFountain and spouse, Andrea P. LaFountain as recorded in Clerk's File No. 2014027357 in the Galveston County Clerk's Office;

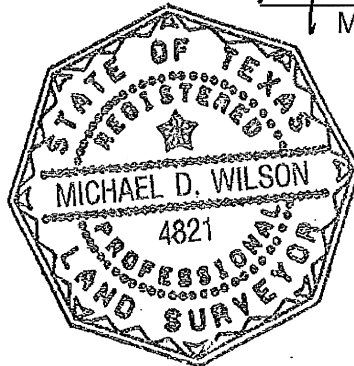
THENCE, South 86°26'51" West, continuing along the south line of the herein described tract, same being the north line of said 10.0048-acre tract, at a distance of 401.50 feet pass a 5/8-inch iron rod found for the northwest corner of said 10.0048-acre tract, said point is the northeast corner of a 13.589-acre tract described in a deed to Friendswood Community Church as recorded in Clerk's File No. 2011026713 in the Galveston County Clerk's Office, and continue for a total distance of 785.20 feet to a 1/2-inch iron rod found for the southwest corner of the herein described tract, said point is a southerly corner of the aforementioned 56.883-acre tract;

THENCE, North 14°50'52" East, along the east line of said 56.883-acre tract for a distance of 1,513.97 feet to the POINT OF BEGINNING, containing a computed area of 24.693-acres (1,075,629 square feet).

NOTES:

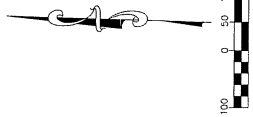
1. The bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in conjunction with this metes and bounds description.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77588
(281) 485-3991
Job No. 14-180



Michael D. Wilson
Michael D. Wilson, R.P.L.S.
Registration No. 4821

12/11/14



LINE CHART		
LINE	BEARING	DISTANCE
L1	N 86°15'46" E	137.60'
L2	S 14°50'43" W	61.05'

LEGEND

G.C.C.O. GALVESTON COUNTY CLERK'S OFFICE
G.C.D.M. GALVESTON COUNTY DEED RECORDS
G.C.P.F. GALVESTON COUNTY PLAT RECORDS
(P) PLAT INSTRUMENT
FOUR FOUR
R.O.W. RIGHT-OF-WAY
(D) DESIGNATION IN SCHEDULE "B"
OF COMMITMENT FOR TITLE INSURANCE
PIPELINE MARKER

BANDED WIRE FENCE
PIPELINE
TOP BANK

[illegible][illegible]

THIS SURVEY SUBSTANTIALLY COMPARES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CATEGORY 1A. CATEGORY 1B, HOWEVER, IS SURVEY

Michael D. Wilson R.P.L.S.
TEXAS REGISTRATION NO. 482



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EXHIBIT "A-2"



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



February 7, 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 January, 2019 is true and correct.

Under my hand and seal this 7th day of February, 2019.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

02/07/2019 11:51:19 3163309
TC2398-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2019 THRU 01/31/2019
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 32
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2018	M & O	.437173	7,324,295.92	.00	.00	.00	7,324,295.92	.00	.00	.00	7,324,295.92
	I & S	.095218	1,595,260.19	.00	.00	.00	1,595,260.19	.00	.00	.00	1,595,260.19
	TOTAL	.532391	8,919,556.11	.00	.00	.00	8,919,556.11	.00	.00	.00	8,919,556.11
2017	M & O	.432349	2,906.85	.00	776.14	.00	3,682.99	653.12	.00	.00	4,536.11
	I & S	.095000	638.71	.00	170.53	.00	809.24	.00	.00	.00	809.24
	TOTAL	.527349	3,545.56	.00	946.67	.00	4,492.23	653.12	.00	.00	5,345.35
2016	M & O	.462000	1,187.25	.00	238.02	.00	1,425.27	110.33	.00	.00	1,535.60
	I & S	.084000	215.89	.00	43.27	.00	259.16	.00	.00	.00	259.16
	TOTAL	.546000	1,403.14	.00	281.29	.00	1,684.43	110.33	.00	.00	1,794.76
2015	M & O	.497200	1,071.84	.00	180.16	.00	1,252.00	.00	.00	.00	1,252.00
	I & S	.071500	154.13	.00	25.90	.00	180.03	.00	.00	.00	180.03
	TOTAL	.568700	1,225.97	.00	206.06	.00	1,432.03	.00	.00	.00	1,432.03
2014	M & O	.530300	1,862.97	.00	746.90	.00	2,609.87	281.57	.00	.00	2,891.44
	I & S	.061100	214.64	.00	86.06	.00	300.70	.00	.00	.00	300.70
	TOTAL	.591400	2,077.61	.00	832.96	.00	2,910.57	281.57	.00	.00	3,192.14
2013	M & O	.530300	1,679.54	.00	793.89	.00	2,473.43	281.57	.00	.00	2,755.00
	I & S	.061100	193.51	.00	91.47	.00	284.98	.00	.00	.00	284.98
	TOTAL	.591400	1,873.05	.00	885.36	.00	2,758.41	281.57	.00	.00	3,039.98
2012	M & O	.530700	877.93	.00	392.88	.00	1,270.81	.00	.00	.00	1,270.81
	I & S	.066300	109.68	.00	49.08	.00	158.76	.00	.00	.00	158.76
	TOTAL	.597000	987.61	.00	441.96	.00	1,429.57	.00	.00	.00	1,429.57
2011	M & O	.521800	873.15	.00	440.82	.00	1,313.97	.00	.00	.00	1,313.97
	I & S	.068400	114.46	.00	57.79	.00	172.25	.00	.00	.00	172.25
	TOTAL	.590200	987.61	.00	498.61	.00	1,486.22	.00	.00	.00	1,486.22
2010	M & O	.519800	793.71	.00	485.88	.00	1,279.59	22.79-	.00	.00	1,256.80
	I & S	.065300	99.71	.00	61.04	.00	160.75	.00	.00	.00	160.75
	TOTAL	.585100	893.42	.00	546.92	.00	1,440.34	22.79-	.00	.00	1,417.55
2009	M & O	.499700	854.20	.00	588.75	.00	1,442.95	1.47	.00	.00	1,444.42
	I & S	.080000	136.75	.00	94.25	.00	231.00	.00	.00	.00	231.00
	TOTAL	.579700	990.95	.00	683.00	.00	1,673.95	1.47	.00	.00	1,675.42
2008	M & O	.509700	882.86	.00	685.61	.00	1,568.47	7.66	.00	.00	1,576.13
	I & S	.070000	121.25	.00	94.16	.00	215.41	.00	.00	.00	215.41
	TOTAL	.579700	1,004.11	.00	779.77	.00	1,783.88	7.66	.00	.00	1,791.54
2007	M & O	.501600	859.45	.00	728.38	.00	1,587.83	.00	.00	.00	1,587.83
	I & S	.074800	128.16	.00	108.62	.00	236.78	.00	.00	.00	236.78
	TOTAL	.576400	987.61	.00	837.00	.00	1,824.61	.00	.00	.00	1,824.61

02/07/2019 11:51:19 3163309
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2019 THRU 01/31/2019
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2006	M & O	.512000	868.68	.00	805.70	.00	1,674.38	.00	.00	.00	1,674.38
	I & S	.070100	118.93	.00	110.31	.00	229.24	.00	.00	.00	229.24
	TOTAL	.582100	987.61	.00	916.01	.00	1,903.62	.00	.00	.00	1,903.62
2005	M & O	.524300	857.29	.00	863.72	.00	1,721.01	.00	.00	.00	1,721.01
	I & S	.079700	130.32	.00	131.30	.00	261.62	.00	.00	.00	261.62
	TOTAL	.604000	987.61	.00	995.02	.00	1,982.63	.00	.00	.00	1,982.63
ALL	M & O		7,339,871.64	.00	7,726.85	.00	7,347,598.49	1,512.93	.00	.00	7,349,111.42
ALL	I & S		1,597,636.33	.00	1,123.78	.00	1,598,760.11	.00	.00	.00	1,598,760.11
ALL	TOTAL		8,937,507.97	.00	8,850.63	.00	8,946,358.60	1,512.93	.00	.00	8,947,871.53
DLQ	M & O		15,575.72	.00	7,726.85	.00	23,302.57	1,512.93	.00	.00	24,815.50
DLQ	I & S		2,376.14	.00	1,123.78	.00	3,499.92	.00	.00	.00	3,499.92
DLQ	TOTAL		17,951.86	.00	8,850.63	.00	26,802.49	1,512.93	.00	.00	28,315.42
CURR	M & O		7,324,295.92	.00	.00	.00	7,324,295.92	.00	.00	.00	7,324,295.92
CURR	I & S		1,595,260.19	.00	.00	.00	1,595,260.19	.00	.00	.00	1,595,260.19
CURR	TOTAL		8,919,556.11	.00	.00	.00	8,919,556.11	.00	.00	.00	8,919,556.11

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TC298-M SELECTION: DEPOSIT

3163309

TAX COLLECTION SYSTEM
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REVERSAIS DETAIL SCHEDULE
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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2010 786012319T	294834	201603	94.19-	0.00	53.06-	22.79-CERT	0.00	170.04-TR
2010 TOTAL			94.19-	0.00	53.06-	22.79-	0.00	170.04-
2011 786012319T	294834	201603	16.78-	0.00	5.59-	0.00 11S1	0.00	22.37-TR
2011 TOTAL			16.78-	0.00	5.59-	0.00	0.00	22.37-
2016 RF190123	1050150000011	201803	136.50-	0.00	35.49-	34.40-HK27	206.39	0.00 RF
2016 RF190123	1050150000011	201803	0.00	0.00	0.00	0.00 HK27	206.39-	206.39-RF
2016 786012319T	231921	201901	1.38-	0.00	0.00	0.00 CERT	0.00	1.38-TR
2016 786012319T	231921	201901	1.65-	0.00	0.00	0.00 CERT	0.00	1.65-TR
2016 786012319T	231924	201901	4.35-	0.00	0.00	0.00 CERT	0.00	4.35-TR
2016 TOTAL			143.88-	0.00	35.49-	34.40-	0.00	213.77-
2017 RF190123	1050150000011	201803	160.91-	0.00	14.48-	0.00 HK16	175.39	0.00 RF
2017 RF190123	1050150000011	201803	0.00	0.00	0.00	0.00 HK16	175.39-	175.39-RF
2017 RF190110	168709	201712	0.00	0.00	0.00	0.00 17S1	115.18-	115.18-RF
2017 RF190110	168709	201712	115.18-	0.00	0.00	0.00 17S1	115.18	0.00 RF
2017 RF190110	200874	201711	0.00	0.00	0.00	0.00 17S1	131.83-	131.83-RF
2017 RF190110	200874	201711	131.83-	0.00	0.00	0.00 17S1	131.83	0.00 RF
2017 RF190110	513673	201712	1,433.14-	0.00	0.00	0.00 17S1	1,433.14	0.00 RF
2017 RF190110	513673	201712	0.00	0.00	0.00	0.00 17S1	1,433.14-	1,433.14-RF
2017 RF190110	516207	201801	381.33-	0.00	0.00	0.00 17S1	381.33	0.00 RF
2017 RF190110	516207	201801	0.00	0.00	0.00	0.00 17S1	381.33-	381.33-RF
2017 TOTAL			2,222.39-	0.00	14.48-	0.00	0.00	2,236.87-
2018 864010319CHC	1004130000013	201812	228.68-	0.00	0.00	0.00 CERT	0.00	228.68-TR
2018 RF190124	1043400000018	201812	0.00	0.00	0.00	0.00 HK05	133.09-	133.09-RF
2018 RF190124	1043400000018	201812	133.09-	0.00	0.00	0.00 HK05	133.09	0.00 RF
2018 832885011419	1050090000017	201901	350.00-	0.00	0.00	0.00 CERT	0.00	350.00-TR
2018 CP190122	1057810000001	201812	122.65-	0.00	0.00	0.00 HS2	0.00	122.65-TR
2018 CP190122	1057810000001	201812	658.04-	0.00	0.00	0.00 HS2	0.00	658.04-TR
2018 CP190122	1098310000007	201812	658.04-	0.00	0.00	0.00 HS2	0.00	658.04-TR
2018 RF190124	1204000010001	201811	436.09-	0.00	0.00	0.00 HK05	436.09	0.00 RF
2018 RF190124	1204000010001	201811	0.00	0.00	0.00	0.00 HK05	436.09-	436.09-RF
2018 864011519PHC	1224680040011	201812	1,943.23-	0.00	0.00	0.00 CERT	0.00	1,943.23-RI
2018 864012319PHC	1277950080021	201901	1,804.67-	0.00	0.00	0.00 CERT	0.00	1,804.67-RI
2018 RF190110	168709	201812	0.00	0.00	0.00	0.00 18S3	558.46-	558.46-RF

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TAX COLLECTION SYSTEM
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REVERSALS DETAIL SCHEDULE
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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF190110	168709	201812	558.46-	0.00	0.00	0.00 18S3	558.46	0.00 RF
2018 RF190110	184199	201812	0.00	0.00	0.00	0.00 18S3	133.10-	133.10-RF
2018 RF190110	184199	201812	133.10-	0.00	0.00	0.00 18S3	133.10	0.00 RF
2018 RF190110	200476	201812	1,517.87-	0.00	0.00	0.00 CERT	0.00	1,517.87-TR
2018 RF190110	200765	201901	163.01-	0.00	0.00	0.00 18S3	163.01	0.00 RF
2018 RF190110	200765	201901	0.00	0.00	0.00	0.00 18S3	163.01-	163.01-RF
2018 RF190110	200813	201812	0.00	0.00	0.00	0.00 18S3	213.31-	213.31-RF
2018 RF190110	200813	201812	213.31-	0.00	0.00	0.00 18S3	213.31	0.00 RF
2018 RF190110	200874	201811	0.00	0.00	0.00	0.00 18S3	133.10-	133.10-RF
2018 RF190110	200874	201811	133.10-	0.00	0.00	0.00 18S3	133.10	0.00 RF
2018 RF190110	200967	201812	133.10-	0.00	0.00	0.00 18S3	133.10-	133.10-RF
2018 RF190110	200967	201812	0.00	0.00	0.00	0.00 18S3	133.10	0.00 RF
2018 RF190110	201834	201811	0.00	0.00	0.00	0.00 18S3	133.10-	133.10-RF
2018 RF190110	201834	201811	133.10-	0.00	0.00	0.00 18S3	133.10	0.00 RF
2018 RF190110	203003	201812	0.00	0.00	0.00	0.00 18S3	232.98-	232.98-RF
2018 RF190110	203003	201812	232.98-	0.00	0.00	0.00 18S3	0.00	0.00 RF
2018 RF190110	203390	201901	632.62-	0.00	0.00	0.00 CERT	0.00	632.62-TR
2018 RF190110	203390	201901	1,118.02-	0.00	0.00	0.00 18S2	0.00	1,118.02-TR
2018 RF190110	287562	201812	271.57-	0.00	0.00	0.00 18S3	271.57	0.00 RF
2018 RF190110	287562	201812	0.00	0.00	0.00	0.00 CERT	271.57-	271.57-RF
2018 RF190110	292456	201812	0.00	0.00	0.00	0.00 18S3	0.00	0.00 RF
2018 RF190110	292456	201812	905.17-	0.00	0.00	0.00 CERT	0.00	905.17-TR
2018 RF190110	306875	201811	990.28-	0.00	0.00	0.00 18S3	589.28-	589.28-RF
2018 RF190110	306875	201811	0.00	0.00	0.00	0.00 18S3	0.00	0.00 RF
2018 RF190110	310406	201812	589.28-	0.00	0.00	0.00 18S3	307.50-	307.50-RF
2018 RF190110	310406	201812	0.00	0.00	0.00	0.00 18S3	307.50	0.00 RF
2018 RF190110	310424	201812	307.50-	0.00	0.00	0.00 18S3	1,096.04-	1,096.04-RF
2018 RF190110	310424	201812	1,096.04-	0.00	0.00	0.00 18S3	133.10	133.10-RF
2018 RF190110	366365	201811	0.00	0.00	0.00	0.00 18S3	0.00	0.00 RF
2018 RF190110	366365	201811	133.10-	0.00	0.00	0.00 18S3	133.10	0.00 RF
2018 RF190110	401082	201812	0.00	0.00	0.00	0.00 CERT	0.00	0.00 RF
2018 RF190110	401082	201901	250.12-	0.00	0.00	0.00 18S3	1,446.85-	1,446.85-RF
2018 RF190110	413145	201812	0.00	0.00	0.00	0.00 18S3	0.00	0.00 RF
2018 RF190110	513673	201812	1,446.85-	0.00	0.00	0.00 18S3	458.76-	458.76-RF
2018 RF190110	518321	201812	0.00	0.00	0.00	0.00 18S3	458.76	0.00 RF
2018 RF190110	518321	201812	458.76-	0.00	0.00	0.00 18S3	545.15-	545.15-RF
2018 RF190110	610832	201812	0.00	0.00	0.00	0.00 18S3	0.00	0.00 RF
2018 RF190110	610832	201812	8,064.71-	0.00	0.00	0.00 CERT	0.00	8,064.71-TR

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 TOTAL			26,361.69-	0.00	0.00	0.00	0.00	26,361.69-
TOTAL REVERSALS			28,838.93-	0.00	108.62-	57.19-	0.00	29,004.74-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2018 TO 01/31/2019

INCLUDES AG ROLLBACK

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FISCAL START: 08/01/2018 END: 07/31/2019 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,292,414,186	165,964,557	3,458,378,743	00.532391	17,991,438.07	13,865

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,123,229.32	868,208.75	868,208.75	15,454,913.75	15,454,913.75	2,536,524.32	85.90	7.99-
2017	166,852.29	4,515.52-	4,515.52-	98,432.76	98,432.76	63,904.01	60.63	0.00
2016	44,211.77	1,106.72	1,106.72	13,442.45	13,442.45	31,876.04	29.66	0.00
2015	21,670.94	3,509.36	3,509.36	4,752.52	4,752.52	20,427.78	18.87	0.00
2014	22,349.21	1,954.23	1,954.23	4,874.52	4,874.52	19,428.92	20.06	0.00
2013	17,333.06	1,146.66	1,146.66	3,590.90	3,590.90	14,888.82	19.43	0.00
2012	13,775.53	.00	0.00	1,279.85	1,279.85	12,495.68	9.29	0.00
2011	13,156.57	.00	0.00	1,280.70	1,280.70	11,875.87	9.73	0.00
2010	12,173.22	.00	0.00	1,133.39	1,133.39	11,039.83	9.31	0.00
2009	13,941.29	.00	0.00	1,332.17	1,332.17	12,609.12	9.56	0.00
2008	10,617.22	.00	0.00	1,389.01	1,389.01	9,228.21	13.08	0.00
2007	3,846.68	.00	0.00	1,236.68	1,236.68	2,610.00	32.15	0.00
2006	3,780.84	.00	0.00	987.61	987.61	2,793.23	26.12	0.00
2005	2,416.01	.00	0.00	987.61	987.61	1,428.40	40.88	0.00
2004	650.49	.00	0.00	0.00	0.00	650.49	0.00	0.00
2003	647.12	.00	0.00	0.00	0.00	647.12	0.00	0.00
2002	924.85	.00	0.00	0.00	0.00	924.85	0.00	0.00
2001	941.66	.00	0.00	0.00	0.00	941.66	0.00	0.00
2000	996.69	.00	0.00	0.00	0.00	996.69	0.00	0.00
1999	481.49	.00	0.00	0.00	0.00	481.49	0.00	0.00
1998	551.21	.00	0.00	0.00	0.00	551.21	0.00	0.00
1997	0.00	.00	0.00	0.00	0.00	0.00	0.00	0.00
****	17,474,547.46	871,410.20	871,410.20	15,589,633.92	15,589,633.92	2,756,323.74		7.99-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDMD CITYINCLUDES AG ROLLBACK
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	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2019
LAND VALUE	4,207,374.518	3,589,474.109	70,163.273	231,285-	69,931.988	3,659,406.097
AG EXCLUSION	23,842,910	23,842,910	1,069,544	0	1,069,544	24,912,454
IMPROVEMENTS	617,900,409	617,900,409	180,606,521	490,420	181,096,941	798,997,350
APPRAISED VALUE	4,207,374.518	4,207,374.518	250,769,794	259,135	251,028,929	4,458,403,447
EXEMPTIONS	891,117,422	891,117,422	78,763,318	5,231,510	85,064,372	976,181,794
TAXABLE VALUE	3,292,414,186	3,292,414,186	170,936,932	4,972,375-	165,964,557	3,458,378,743
LEVY	17,123,229.32	17,123,229.32	996,672.61	128,463.86-	868,208.75	17,991,438.07
UNCOLLECTIBLE	.00	7.99	.00	.00	.00	7.99
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	482	22	24	10,025
OVER 65	2,897	2,897	143	28	32	2,929
DISABLED	0	0	2	2	2	2
VETERAN	204	204	16	4-	5-	199
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDMD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2019
LAND VALUE	4,271,816,787	3,655,904,976	2,176,969	123,846-	2,053,123	3,657,958,099
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	219,870	29,417-	190,453	616,102,264
APPRAISED VALUE	4,271,816,787	4,271,816,787	2,396,839	153,263-	2,243,576	4,274,060,363
EXEMPTIONS	988,826,434	988,826,434	2,364,469	910,113	3,274,582	992,101,016
TAXABLE VALUE	3,264,000,598	3,264,000,598	32,370	1,063,376-	1,031,006-	3,262,969,592
LEVY	166,852.29	166,852.29	177.28	4,692.80-	4,515.52-	162,336.77
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	5	5	10,010
OVER 65	2,854	2,854	0	9	9	2,863
DISABLED	0	0	0	2	2	2
VETERAN	207	207	0	0	0	207
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2016
JURISDICTION: 0337 FRIENDMD CITYPAGE: 216
INCLUDES AG ROLLEBACK

	CERTIFIED ROLL	ROLL AS OF 06/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2019
LAND VALUE	3,999,127,118	3,429,239,107	1,872,769	730-	1,872,039	3,431,111,146
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	39,706-	39,706-	569,848,305
APPRAISED VALUE	3,999,127,118	3,999,127,118	1,872,769	40,436-	1,832,333	4,000,959,451
EXEMPTIONS	968,850,710	968,850,710	1,872,769	109,139-	1,763,630	970,614,340
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	68,703	68,703	3,016,908,898
LEVY	44,211.77	44,211.77	.00	1,106.72	1,106.72	45,318.49
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	5-	5-	9,908
OVER 65	2,721	2,721	0	3	3	2,724
DISABLED	0	0	0	1	1	1
VETERAN	242	242	0	0	0	242
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2015
JURISDICTION: 0337 FRIENDMD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2019
LAND VALUE	3,624,772,568	3,125,559,710	1,872,729	730-	1,871,999	3,127,431,709
AG EXCLUSION	17,997,504	17,997,504	0	0	0	17,997,504
IMPROVEMENTS	499,212,858	499,212,858	0	0	0	499,212,858
APPRAISED VALUE	3,624,772,568	3,624,772,568	1,872,729	730-	1,871,999	3,626,644,567
EXEMPTIONS	906,250,004	906,250,004	1,872,729	497,279-	1,375,450	907,625,454
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	496,549	496,549	2,701,021,609
LEVY	21,670.94	21,670.94	.00	3,509.36	3,509.36	25,180.30
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	0	8-	8-	9,417
OVER 65	2,517	2,517	0	3-	3-	2,514
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	0	0	231
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
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	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2019
LAND VALUE	3,220,611.338	2,761,917,896	1,872,729	730-	1,871,999	2,763,789,895
AG EXCLUSION	22,656,763	22,656,763	0	0	0	22,656,763
IMPROVEMENTS	458,693,442	458,693,442	0	0	0	458,693,442
APPRAISED VALUE	3,220,611,338	3,220,611,338	1,872,729	730-	1,871,999	3,222,483,337
EXEMPTIONS	739,118,459	739,118,459	1,872,729	253,476-	1,619,253	740,737,712
TAXABLE VALUE	2,458,836,116	2,458,836,116	0	252,746	252,746	2,459,088,862
LEVY	22,349.21	22,349.21	.00	1,954.23	1,954.23	24,303.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	0	8-	8-	9,640
OVER 65	2,524	2,524	0	2-	2-	2,522
DISABLED	176	176	0	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2013
JURISDICTION: 0337 FRIENDMD CITYPAGE: 219
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2018	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2019
LAND VALUE	3,137,530,828	3,137,530,828	0	0	0	3,137,530,828
AG EXCLUSION	23,290,819	23,290,819	0	0	0	23,290,819
IMPROVEMENTS	0	0	0	0	0	0
APPRAISED VALUE	3,137,530,828	3,137,530,828	0	0	0	3,137,530,828
EXEMPTIONS	704,624,861	704,624,861	0	112,517-	112,517-	704,512,344
TAXABLE VALUE	2,409,615,148	2,409,615,148	0	112,517	112,517	2,409,727,665
LEVY	17,333.06	17,333.06	.00	1,146.66	1,146.66	18,479.72
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,611	9,611	0	4-	4-	9,607
OVER 65	2,398	2,398	0	1-	1-	2,397
DISABLED	183	183	0	0	0	183
VETERAN	215	215	0	0	0	215
TOTAL EXEMPT	618	618	0	0	0	618

Summary of Jurisdiction Remittances Processed

Report run on: February 7, 2019 1:24 PM

For Remitted Deposit Dates 01/01/2019 thru 01/31/2019 as of 02/07/2019

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 45821	Print Date:01/07/2019						
	Current	2,937,240.09	639,742.22	0.00	0.00	0.00	3,576,982.31
Last Deposit Date	01/02/2019	\$2,937,240.09	\$639,742.22	\$0.00	\$0.00	\$0.00	\$3,576,982.31
ACH 45865	Print Date:01/07/2019						
	Current	192,372.93	41,899.67	0.00	0.00	0.00	234,272.60
	Delq	660.05	119.33	0.00	0.00	0.00	779.38
Last Deposit Date	01/03/2019	\$193,032.98	\$42,019.00	\$0.00	\$0.00	\$0.00	\$235,051.98
ACH 45910	Print Date:01/07/2019						
	Current	253,419.16	55,195.60	0.00	0.00	0.00	308,614.76
	Delq	1.99	0.44	0.00	0.00	0.00	2.43
Last Deposit Date	01/04/2019	\$253,421.15	\$55,196.04	\$0.00	\$0.00	\$0.00	\$308,617.19
ACH 45955	Print Date:01/08/2019						
	Current	435,379.89	94,827.51	0.00	0.00	0.00	530,207.40
	Delq	114.70	25.22	0.00	0.00	0.00	139.92
Last Deposit Date	01/07/2019	\$435,494.59	\$94,852.73	\$0.00	\$0.00	\$0.00	\$530,347.32
ACH 46000	Print Date:01/10/2019						
	Current	30,743.71	6,696.08	0.00	0.00	0.00	37,439.79
	Delq	17,396.27	2,508.30	0.00	0.00	0.00	19,904.57
Last Deposit Date	01/08/2019	\$48,139.98	\$9,204.38	\$0.00	\$0.00	\$0.00	\$57,344.36
ACH 46044	Print Date:01/11/2019						
	Current	689,754.26	150,231.16	0.00	0.00	0.00	839,985.42
	Delq	126.65	27.60	0.00	0.00	0.00	154.25
Last Deposit Date	01/09/2019	\$689,880.91	\$150,258.76	\$0.00	\$0.00	\$0.00	\$840,139.67
ACH 46088	Print Date:01/11/2019						
	Current	148,927.24	32,437.07	0.00	0.00	0.00	181,364.31
	Delq	(1,335.03)	(293.35)	0.00	0.00	0.00	(1,628.38)
Last Deposit Date	01/10/2019	\$147,592.21	\$32,143.72	\$0.00	\$0.00	\$0.00	\$179,735.93
ACH 46133	Print Date:01/15/2019						
	Current	109,580.80	23,867.13	0.00	0.00	0.00	133,447.93
	Delq	6.24	1.14	0.00	0.00	0.00	7.38
Last Deposit Date	01/11/2019	\$109,587.04	\$23,868.27	\$0.00	\$0.00	\$0.00	\$133,455.31
ACH 46177	Print Date:01/16/2019						
	Current	57,717.28	12,571.03	0.00	0.00	0.00	70,288.31
	Delq	6.61	1.16	0.00	0.00	0.00	7.77
Last Deposit Date	01/14/2019	\$57,723.89	\$12,572.19	\$0.00	\$0.00	\$0.00	\$70,296.08
ACH 46220	Print Date:01/17/2019						
	Current	62,349.66	13,580.01	0.00	0.00	0.00	75,929.67
	Delq	33.35	6.06	0.00	0.00	0.00	39.41
Last Deposit Date	01/15/2019	\$62,383.01	\$13,586.07	\$0.00	\$0.00	\$0.00	\$75,969.08
ACH 46264	Print Date:01/17/2019						
	Current	189,682.71	41,313.59	0.00	0.00	0.00	230,996.30
	Delq	515.18	113.21	0.00	0.00	0.00	628.39
Last Deposit Date	01/16/2019	\$190,197.89	\$41,426.80	\$0.00	\$0.00	\$0.00	\$231,624.69

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: February 7, 2019 1:24 PM

For Remitted Deposit Dates 01/01/2019 thru 01/31/2019 as of 02/07/2019

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 46308	Print Date:01/18/2019						
	Current	279,023.64	60,772.39	0.00	0.00	0.00	339,796.03
	Delq	6.83	1.07	0.00	0.00	0.00	7.90
Last Deposit Date	01/17/2019	\$279,030.47	\$60,773.46	\$0.00	\$0.00	\$0.00	\$339,803.93
ACH 46352	Print Date:01/24/2019						
	Current	157,494.72	34,303.00	0.00	0.00	0.00	191,797.72
Last Deposit Date	01/18/2019	\$157,494.72	\$34,303.00	\$0.00	\$0.00	\$0.00	\$191,797.72
ACH 46394	Print Date:01/24/2019						
	Current	97,855.46	21,313.31	0.00	0.00	0.00	119,168.77
Last Deposit Date	01/22/2019	\$97,855.46	\$21,313.31	\$0.00	\$0.00	\$0.00	\$119,168.77
ACH 46438	Print Date:01/25/2019						
	Current	127,070.22	27,676.43	0.00	0.00	0.00	154,746.65
	Delq	(244.78)	(49.25)	0.00	0.00	0.00	(294.03)
Last Deposit Date	01/23/2019	\$126,825.44	\$27,627.18	\$0.00	\$0.00	\$0.00	\$154,452.62
ACH 46482	Print Date:01/25/2019						
	Current	278,970.14	60,760.76	0.00	0.00	0.00	339,730.90
	Delq	3,885.39	575.76	0.00	0.00	0.00	4,461.15
Last Deposit Date	01/24/2019	\$282,855.53	\$61,336.52	\$0.00	\$0.00	\$0.00	\$344,192.05
ACH 46525	Print Date:01/30/2019						
	Current	166,917.28	36,355.19	0.00	0.00	0.00	203,272.47
	Delq	71.29	15.64	0.00	0.00	0.00	86.93
Last Deposit Date	01/25/2019	\$166,988.57	\$36,370.83	\$0.00	\$0.00	\$0.00	\$203,359.40
ACH 46569	Print Date:01/30/2019						
	Current	169,721.76	36,966.09	0.00	0.00	0.00	206,687.85
	Delq	30.33	5.52	0.00	0.00	0.00	35.85
Last Deposit Date	01/28/2019	\$169,752.09	\$36,971.61	\$0.00	\$0.00	\$0.00	\$206,723.70
ACH 46614	Print Date:01/31/2019						
	Current	219,571.47	47,823.62	0.00	0.00	0.00	267,395.09
	Delq	264.19	58.05	0.00	0.00	0.00	322.24
Last Deposit Date	01/29/2019	\$219,835.66	\$47,881.67	\$0.00	\$0.00	\$0.00	\$267,717.33
ACH 46658	Print Date:01/31/2019						
	Current	286,019.23	62,295.98	0.00	0.00	0.00	348,315.21
	Delq	493.72	105.46	0.00	0.00	0.00	599.18
Last Deposit Date	01/30/2019	\$286,512.95	\$62,401.44	\$0.00	\$0.00	\$0.00	\$348,914.39
ACH 46703	Print Date:02/07/2019						
	Current	434,484.27	94,632.35	0.00	0.00	0.00	529,116.62
	Delq	1,269.59	278.56	0.00	0.00	0.00	1,548.15
Last Deposit Date	01/31/2019	\$435,753.86	\$94,910.91	\$0.00	\$0.00	\$0.00	\$530,664.77
Total:		\$7,347,598.49	\$1,598,760.11	\$0.00	\$0.00	\$0.00	\$8,946,358.60



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: 03/04/19

Date Submitted: 02/21/19

Dept. Clearances: Melinda Welsh

Prepared by: Heather Van Dine

Subject: Approve Council Meeting Minutes

Originating Department: City Secretary

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of February 02, 2019, and February 04, 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

City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

[02-02-19 Minutes](#)

[02-04-19 Minutes](#)

DRAFT

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
FEBRUARY 02, 2019)(

MINUTES OF A SPECIAL MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **FEBRUARY 02, 2019**, AT 8:30 AM AT FRIENDSWOOD LIBRARY, MEETING ROOM, 416 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR
MAYOR PRO-TEM
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ATTORNEY
CITY MANAGER
CITY SECRETARY

MIKE FOREMAN
JOHN SCOTT
STEVE ROCKEY
SALLY BRANSON
TRISH HANKS
ROBERT J. GRIFFON
CARL GUSTAFSON (Arrived at 8:47 AM)
MARY KAY FISCHER
MORAD KABIRI
MELINDA WELSH

COUNCIL RETREAT

Mayor Foreman called the meeting to order.

City Manager Morad Kabiri gave the invocation and Mayor Foreman led the Pledge of Allegiance to the United States and to the State of Texas.

COMMUNICATIONS FROM THE PUBLIC

C Cheryl Johnson, Friendswood resident, addressed Council and stated Council should only fund projects that can be completed in time frame, Capital Improvement Plan is substantial, every endeavor requires funding, is not your money but taxpayers, spend like it is your retirement, do not fear what legislatures will do, will speak on tax caps, passed out document on impact of water and sewer rates, explained the impact on her and her household, move cautiously, adopt only one year.

Melvin Doolan, Friendswood resident, addressed Council and stated he put out money for a sprinkler system at his house to save money, city reneged on charging for the meter, bill has been outrageous, bill in hand is \$43 more and no more water.

WORK SESSION

A lengthy discussion was held between Mayor, City Council, facilitator Joe Gonzalez with The Management Connection, Inc., and Staff regarding long-term planning and goal setting for the City of Friendswood, overview of Drainage Subcommittee's progress, Comprehensive Plan completion needed, possible November Bond Election, forming a Bond Advisory committee, future Council discussion to rejoin Bay Area Houston Economic partnership, and Council's priority moving forward should be water and sewer funds, drainage, and streets.

The meeting was adjourned at 11:09 AM.

Mayor Mike Foreman

DRAFT

Attest:

Melinda Welsh, TRMC
City Secretary

DRAFT

STATE OF TEXAS)(
CITY OF FRIENDSWOOD)(
COUNTIES OF GALVESTON/HARRIS)(
FEBRUARY 04, 2019)(
)

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, **FEBRUARY 04, 2019**, AT 5:00 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR
MAYOR PRO-TEM
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
COUNCILMEMBER
CITY ATTORNEY
CITY MANAGER
CITY SECRETARY

MIKE FOREMAN
JOHN SCOTT
STEVE ROCKEY
SALLY BRANSON
TRISH HANKS
ROBERT J. GRIFFON
CARL GUSTAFSON
MARY KAY FISCHER
MORAD KABIRI
MELINDA WELSH

REGULAR SESSION

Mayor Foreman called the meeting to order.

The invocation was given by Pastor Mike Ross with Friendswood Church of Christ.

Girl Scouts Cadettes Vivian Moon and Mallory Rollins led the Pledge of Allegiance to the United States and to the State of Texas.

COMMUNICATIONS FROM THE PUBLIC

Bob Selig, Friendswood resident, addressed Council and stated he has lived in Friendswood since 2011, is at the meeting to discuss water rates and drainage issues. The proposed 21% increase on water and sewer rates will impact every homeowner and renter in the city. Is this what is best for the city, will not help Council be re-elected, and some residents have long memories. He is not opposed to raising taxes for something beneficial, and has Council thought through the water rate increase.

Daniel Coget, Friendswood resident, addressed Council and stated he has been a Friendswood resident for 25 years, is a retired school bus driver. A year and a half ago, the water main blew out in front of his house, hole was eight feet deep, filled back in with wet mud and dirt, mailbox and driveway entrance is messed up, no compaction used when hole was filled, 36 holes in his sidewalk and driveway to try to repair, asked for him to pay for repairs, there is a five inch drop from the curb end to the driveway, yard has sunk three inches, has dealt with Staff and is looking for help from Council.

WORK SESSION

Mayor Foreman opened the discussion between Council, Staff, and the Planning and Zoning Commission regarding amendments to Appendix B, Subdivision Ordinance, Appendix C, Zoning Ordinance, and the Design Criteria Manual in an effort to increase the beautification standards of the city.

Planning and Zoning Commission Chair Joe Matranga opened the Planning and Zoning Commission's portion of the Joint Work Session and gave the floor to Community Development Director/City Planner Aubrey Harbin who explained that Staff and the Planning and Zoning Commission (P&Z) have been working on proposed ordinance changes to present to Council. Ms. Harbin presented a PowerPoint presentation regarding proposed ordinance changes to the Subdivision Ordinance, Zoning Ordinance, and Design

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Criteria Manual. The Scenic City Certification Program supports and recognizes Texas municipalities that implement high-quality scenic standards for public roadways and public spaces, and certified Scenic Cities must reapply every five years. There are four levels to the certification program, based off a point system, the City of Friendswood earned a bronze status in 2014, city's certification is due for recertification, and the deadline is March 31, 2019. In the Subdivision Ordinance, current requirements include easy access, street or pedestrian connections, preserve wildlife, existing trees and shrubs, minimize conflict with adjacent land uses. Proposed new requirement is to add that a park shall not have impervious cover exceeding 20% of the open space area. In the Zoning Ordinance regarding landscaping in parking lots, current requirement provides a minimum area in islands based on the amount of paving area and plant one tree per island. Proposed new requirements include planted islands shall have curbs, integrate groundcovers and small shrubs to avoid obstructing visibility of pedestrians and vehicles, use porous pavements around trees to allow water and air exchange, and install proper irrigation to encourage deep root growth and survivability. In the Zoning Ordinance regarding protection of landscaping during construction activities, the current requirement is to protect trees throughout construction process. Proposed new requirements include install barriers to avoid vehicular encroachment, prohibit parking or storing of vehicles, equipment, or materials within the protective root zone, install protective barricades a minimum of 10-feet around all protected trees, and protective barricades may be removed only to prepare the development site for final landscaping activities. In the Zoning Ordinance regarding signage, there are no current requirements. Proposed new requirement is to prohibit clearing of vegetation on public rights-of-way to provide better view of off-premise signs. In the Zoning Ordinance regarding dumpster screening, the current requirement is dumpsters must be screened in the Community Overlay District (COD), screening material must be the same as the main structure. Proposed new requirements are to locate dumpsters to minimize their visibility from public streets, screen to a height sufficient to screen the refuse from public view, opening in the enclosure a minimum of twelve feet for every dumpster added, an additional ten feet in width is required, enclosures required to have walls on three sides with the service opening not directly abutting a public sidewalk, and the fourth side to be enclosure doors. In the Zoning Ordinance regarding Staff clarifications, current requirement is the location of the eight-foot-tall tree requirement appears to only apply to buffer trees; it should apply to all, including the one tree required for residential lots. Proposed Staff clarification is to create a new paragraph and clarify that all required trees used to meet minimum landscape requirements be eight feet tall. In the Zoning Ordinance regarding Staff clarifications, current requirement requires a property owner, commercial and residential, to only maintain the required landscaping for a period of two years following issuance of a Certificate of Occupancy. Proposed Staff clarification is to remove all references to the follow-up period of two years and require owners to maintain the required landscaping indefinitely. In the Design Criteria Manual, current requirement in the Zoning Ordinance requires lateral electrical service to be installed underground. Proposed new requirements include utility infrastructure to be mounted on pads at ground level and shall not block sidewalks or visibility at intersections. Individual utility service, lines which originate in a public road right-of-way and extend to any building or structure, shall be installed underground. On side streets with above-ground utility services which intersect with a roadway with underground utility lines, the first pole supporting the above ground service shall be placed on such side street at least one hundred (100) feet from the center of the roadway with the underground utilities. Proposed Staff clarifications included an update of lift station criteria as it pertains to controls, a clarification of minimum line size for a line with two meters, correct reference to regional detention requirements, remove max fence height, parking table corrections for schools and general business offices. The proposed changes would help increase the city's recognition from Bronze Level to either Silver, Gold, or Platinum. A timeline was discussed for the required joint public hearing, P&Z recommendation, Council's consideration of ordinance amendments and a resolution for the Scenic City application to be submitted by March 31, 2019.

Discussion took place between Mayor, Council, the Planning and Zoning Commission, and Staff regarding proposed changes would help increase the city's ranking for the Scenic City Certification Program, higher ranking would allow the city to apply for beautification grants, and existing properties would be grandfathered.

Planning and Zoning Commission Chair Joe Matranga adjourned the Planning and Zoning Commission's portion of the Joint Work Session.

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Mayor Foreman opened the discussion between Council, Staff, and the Planning and Zoning Commission regarding separate public hearings versus joint public hearings.

Planning and Zoning Commission Chair Joe Matranga opened the Planning and Zoning Commission's portion of the Joint Work Session and gave the floor to Community Development Director/City Planner Aubrey Harbin who explained the Planning and Zoning Commission (P&Z) has recommendations that would make things better for the commission, Staff, and applicants. Ms. Harbin presented a PowerPoint presentation regarding public hearings versus joint public hearings. P&Z requests that Council authorize separate public hearings for ordinance changes and zone changes, which includes Specific Use Permit applications and Planned Unit Development applications. The proposed change is being recommended by P&Z because the current process is confusing for applicants and residents. Council sometimes adjourns before P&Z makes a recommendation; this delays the process for the applicant by a full 30 days, and the upstairs conference room sometimes cannot accommodate the number of residents attending the meeting. Changes in the past that have caused the need for P&Z's recommended changes include in 2012 Council changed its schedule to meet once a month along with the meeting start time moved to 4:30 PM, and in 2015 the city's legal representation changed to a single internal employee rather than a firm with multiple attorneys. Pros of the proposed recommendation include presence of legal counsel, all meetings would be recorded and televised, Council Chambers provides a formal setting and accommodates more attendees, less confusing for applicants, consistent schedule for applicants/Commissioners/Staff, and allows P&Z to present further explanation of the commission's recommendation, if needed. Cons of the proposed recommendation include increased time frame for applicants by an average of 25 days (time frame is from the time of application to second reading of an ordinance) and requires Staff and applicants to return on a different day. Timelines were explained for joint public hearings and separate public hearing and gave examples of timelines. The city's processing time would remain reasonable and be comparable to other cities.

Discussion took place between Mayor, Council, the Planning and Zoning Commission, and Staff regarding the consensus of Council was for the Planning and Zoning Commission to move forward with implementing the proposed change.

Planning and Zoning Commission Chair Joe Matranga adjourned the Planning and Zoning Commission's portion of the Joint Work Session.

With concurrence of Council, Mayor Foreman moved to Agenda Item 8A, Recognize Westwood Elementary School students.

SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS

Mayor Foreman introduced the Friendswood Student Education Outreach program and stated the program was created to help students learn more about democracy and understand the value of community service. Council wishes to foster leadership development in students, and the school district's Character Education Program.

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 at the dais, Mayor Tinsley Leitner, City Secretary Evelyn Nelson, City Attorney Joseph Ford, City Manager Lara Malkani, Council Position No. 1 Adeline Livesay, Council Position No. 2 Sarah Falzon, Council Position No. 3 Hunter Brinkmann, Council Position No. 4 Ryan Goebel, Council Position No. 5 Corley Padgett, and Council Position No. 6 Madeline Schmid. Mayor Foreman turned the meeting over to the Westwood Elementary students.

City Manager Lara Malkani stated Mayor and Council, tonight you have before you Resolution **R2019-03** declaring February 5, 2019, Westwood Elementary Day in Friendswood, Texas. As you know, Westwood Elementary is part of Friendswood Independent School District and is an exemplary campus and a source of pride for the community.

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Mayor Tinsley Leitner asked if the City Attorney approved the wording of the resolution, and City Attorney Joseph Ford answered that the draft wording of the resolution is in line with the Vision Statement of the City of Friendswood.

Mayor Tinsley Leitner asked City Secretary Evelyn Nelson to read the City of Friendswood's Vision Statement for the record.

City Secretary Evelyn Nelson stated the City of Friendswood has the following statement as its vision; together we build our future in a friendly place to live, work, play, learn, and worship.

Mayor Tinsley Leitner read Resolution **R2019-03** – A resolution of City of Friendswood, Texas, declaring February 5, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.

******Councilmember Adeline Livesay moved to approve Resolution **R2019-03** – A resolution of City of Friendswood, Texas, declaring February 5, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.

Seconded by Councilmember Sarah Falzon. The motion was approved unanimously.

Councilmember Adeline Livesay stated at Westwood Elementary we pledge to be kids with character and bucket fillers.

Councilmember Sarah Falzon stated at Westwood Elementary we will be honest, reliable, and worthy of trust.

Councilmember Hunter Brinkmann stated Westwood Elementary students will be responsible and fair, doing what they must.

Councilmember Ryan Goebel stated at Westwood Elementary students show with their words and actions that they care.

Councilmember Corley Padgett stated Westwood Elementary students will be good citizens and do their share.

Councilmember Madeline Schmid stated Westwood Elementary students respect themselves and others.

All City Council in unison stated Westwood Elementary students would expect the best in all they do.

Mayor Tinsley Leitner adjourned the Westwood Elementary portion of the meeting.

Mayor Foreman stated Council would formally consider Resolution **R2019-03**.

With concurrence of Council, Mayor Foreman moved to Agenda Item 15A, Resolution R2019-03.

RESOLUTIONS

******Councilmember Branson moved to approve Resolution **R2019-03** – A resolution of City of Friendswood, Texas, declaring February 5, 2019, as Westwood Elementary School Day in the City of Friendswood, Texas.

Seconded by Councilmember Griffon. The motion was approved unanimously.

Mayor Foreman stated cookies and punch would be served in the foyer.

Mayor Foreman recessed the meeting at 6:03 PM, and reconvened the meeting at 6:10 PM.

With concurrence of Council, Mayor Foreman moved to Agenda Item 8B, Recognition of members of the Friendswood Police Department and the Friendswood Volunteer Fire Department/Emergency Medical

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Services for their vital assistance managing a pediatric patient they responded to on January 6, 2019.

SPECIAL RECOGNITION AND ACKNOWLEDGEMENTS (continued)

City Manager Morad Kabiri stated the Friendswood Police Department, Friendswood Volunteer Fire Department/Emergency Management Services responded to a house in regards to an infant child choking on a video monitor cord on January 6, 2019. Everyone that was involved acted with great due diligence, speedy response, and saved the young boy's life. Council would like to recognize the first responders for their actions that evening. Mr. Kabiri introduced the first responders, Telecommunications Officers Reynell Lundry and Ashley Hempel, Friendswood Volunteer Fire Department Medic David McCord, Friendswood Police Officers Shaun McCaffrey, Marcelo Bini, and James Ruthstrom, Friendswood Emergency Medical Services Assistant Chief Roy Hunter, Friendswood Emergency Medical Services Captain Blake Brazzel, Friendswood Volunteer Fire Department Medic Captain Andrew Chalk, and Friendswood Emergency Medical Technician Mark Lavelle.

Mayor Foreman thanked the first responders for their service.

With concurrence of Council, Mayor Foreman moved to Agenda Item 6, Closed Executive Session.

CLOSED EXECUTIVE SESSION

Mayor Foreman asked if anyone would like to speak regarding the Executive Session. No one spoke.

Council convened into Executive Session in accordance with Texas Government Code, pursuant to Section 551.071 – Consultation with Attorney regarding pending litigation, Cause No. 18-CV-0687; Christine Audibert v. Zoning Board of Adjustment of the City of Friendswood, Texas; in the 405th Judicial District Court of Galveston County, Texas.

RECONVENE INTO OPEN SESSION

Council reconvened into open session with action taken later in the meeting regarding Section 551.071 – Consultation with Attorney regarding pending litigation, Cause No. 18-CV-0687; Christine Audibert v. Zoning Board of Adjustment of the City of Friendswood, Texas; in the 405th Judicial District Court of Galveston County, Texas.

ACTION ITEMS

******Councilmember Hanks moved to approve the Rule 11 agreement regarding settlement. Seconded by Councilmember Rockey. The motion was approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 9, Joint Public Hearings.

JOINT PUBLIC HEARINGS

Mayor Foreman and Planning and Zoning Commission Chair Joe Matranga called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding a zone classification change request for a 1.91 acre tract of land out of Lot 4 (4-1) Block 11, Friendswood Subdivision & adjacent abandoned Hatcher Lane right-of-way, located at 104 Whispering Pines Avenue, Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Downtown District (DD).

Community Development Director/City Planner Aubrey Harbin explained the request is to change zoning to Downtown District, and would be subject to uses and supplementary regulations of Downtown District. Currently there is a church on the property, non-conforming use that will not be stopped, if a new church were to buy the property and make exterior changes they would have to apply for a Special Use Permit, and does not appear the church use will continue.

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Planning and Zoning Commission Chair Matranga asked if the applicant would like to speak.

Donna Winfrey, Commercial Estate Broker, stated she serves on the City of Baytown's Planning and Zoning Commission, represents the buyer Texas Behavioral Health, currently have offices and do business in the City of Friendswood.

Zeeshan Haq, Texas Behavioral Health Chief Financial Officer, stated facility would be a behavioral health practice, currently has four locations throughout the Houston area, started practice in Friendswood seeing psychiatric patients and mental health issues, moving administrative offices to a central location in Friendswood, and would like Friendswood to be their headquarters.

Donna Winfrey, Commercial Estate Broker, stated the plan for the site is to combine the administrative work for multiple locations, need to expand their offices, will add to tax base, will look aesthetically pleasing, will keep big tree in the middle and allow access to doctor's offices in the back, and beautiful landscape.

Councilmember Griffon stated he read the deed for the property, reversionary right to go back to church diocese, and asked if due diligence has been done.

Tracy Barnett, Pastor with New Life Assembly of God, stated reversionary right would be only if the church ceased to meet as a church for any reason for six months and the church totally dissolved as a body.

Planning and Zoning Commission Chair Matranga asked if the property would be occupied while a building is constructed, and Mr. Haq answered the space will be occupied while minor changes are made in their district structure, and the new building will be done in phases.

Councilmember Rockey asked if anyone has discussed the plans with the neighborhood across the street, and Ms. Winfrey answered yes.

Councilmember Rockey asked if anyone had spoken to the property owner that is right next door to the property, and Ms. Winfrey answered that she has not spoken with the property owner but has spoken with his realtor.

Councilmember Gustafson stated there will be offices at the facility to see patients but the facility will not be a residential facility.

Mr. Haq stated the facility would not be a residential facility, will be an outpatient clinic.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in favor of the request.

Mona Miller, Infinity Real Estate Group, stated she represents the seller, title is good to convey, seller hates to leave the City of Friendswood, does feel that new buyer is something that will fit well with surrounding properties, and understands Downtown District is the preferred zoning for the property.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in opposition of the request. No one spoke.

Planning and Zoning Commission Chair Matranga adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left the Council's portion of the Joint Public Hearing open.

Mayor Foreman and Planning and Zoning Commission Chair Joe Matranga called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding amending Appendix B, Subdivision Ordinance of the City of Friendswood Code of Ordinances, regarding amendments to Section IV. Parkland Dedication, f. Additional Requirements to add impervious cover maximum for parks.

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Community Development Director/City Planner Aubrey Harbin stated this was one of the items discussed in the Joint Work Session, proposed amendment to the Subdivision Ordinance, states impervious cover in parks can exceed 20% of the open space.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Planning and Zoning Commission Chair Matranga adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left the Council's portion of the Joint Public Hearing open.

Mayor Foreman and Planning and Zoning Commission Chair Joe Matranga called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding amending Appendix C, Zoning Ordinance of the City of Friendswood Code of Ordinances, regarding amendments to Section 7.5 Community Overlay District to add a reference to the new dumpster screening requirements.

Community Development Director/City Planner Aubrey Harbin explained this amendment is to add reference to the new dumpster screening requirements in Section 7.5 Community Overlay District.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Planning and Zoning Commission Chair Matranga adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left the Council's portion of the Joint Public Hearing open.

Mayor Foreman and Planning and Zoning Commission Chair Joe Matranga called a Joint Public Hearing to order to receive comments from the public both oral and written, regarding amending Appendix C, Zoning Ordinance of the City of Friendswood Code of Ordinances, regarding amendments to Section 8 Supplementary District Regulations regarding landscaping and dumpster screening requirements.

Community Development Director/City Planner Aubrey Harbin explained it includes relocating language to clarify minimum tree requirements for landscape, adds criteria for tree protection during and after construction, specific guidelines to require curbs around landscape islands within parking lots, require irrigation for long-term landscaping maintenance, and adds more specific dumpster screening requirements.

Planning and Zoning Commission Chair Matranga asked if anyone would like to speak in favor or in opposition of the request. No one spoke.

Planning and Zoning Commission Chair Matranga adjourned the Planning and Zoning Commission's portion of the Joint Public Hearing. Mayor Foreman left the Council's portion of the Joint Public Hearing open.

Mayor Foreman recognized Colonel Drew Morgan, United States Army Astronaut, who was in the audience, is launching to the space station in July, taking City of Friendswood coin, and will bring back to present to Council at a future meeting.

COMMUNICATIONS FROM THE PUBLIC

Parks and Recreation Director James Toney introduced Daniel Morgan with Troup 452. Mr. Morgan has been working with the Parks and Recreation Department on his Eagle Scout project, will present information about his Eagle Scout project and have Mayor and Council accept the project as completed.

Daniel Morgan, Senior Patrol Leader for American Catholic Church Scout Troop 452, addressed Council and stated he is a freshman at Friendswood High School, is at the meeting with his Dad, Andrew Morgan,

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and Scoutmaster/Troop Committee Chairman Peter Zaire, and is currently a Life Scout working to complete his Eagle Scout project. The Eagle Scout rank is Boy Scouts highest award, and represents many years of hard work and is an honor he will carry with him the rest of his life. One requirement to achieve Eagle Scout rank is to complete a service project with an organization outside of Boy Scouts America. Scout Morgan wished to do a project that would last for years to come, show respect for his country, and serve his immediate community. He stated that the goal he would like to achieve was to provide a location in the City of Friendswood for dignified retirement of American flags. He has raised almost \$3,000 in contributions from local residents and organizations, spent approximately 20 hours to plan the project, and a commercially built flag retirement box was installed behind City Hall. Thanked Dustin Johnson, owner of Tandem Services, for donating his expertise, labor, and materials to guide volunteers in pouring the concrete slab. Thanked everyone who made donations to the project, will be able to gift several hundred dollars to the city to maintain the retirement box. Thanked his scout leaders and fellow scouts for their support in making the project a success. He has learned over the course of two months working on the project that leadership is not always easy, but people are much more willing to listen to you if you smile.

Paula Oddo, Friendswood resident, addressed Council and stated she has lived in Friendswood for 37 years, concerned water rates will be raised 44%, is a retired teacher, current bill is already \$300, lives in Sundmeadow Subdivision, a lot of the houses in Sunmeadow need to be repiped, will be expensive, would like an explanation about the increase in rates and a scheduled timeline.

City Manager Morad Kabiri stated Council could move up Ordinance No. T2019-01 in order to answer Ms. Oddo's question.

With concurrence of Council, Mayor Foreman moved to Agenda Item 16A, Ordinance No. T2019-01.

ORDINANCES

******Councilmember Rockey moved to approve the Second and Final reading of Ordinance No. **2019-01** – An ordinance of the City of Friendswood, Texas, City Council, amending Appendix D of the Friendswood City Code to establish the rates to be charged by the City for water and sewer utility services for Fiscal Years 2019-2023.

Seconded by Councilmember Branson. The motion was approved unanimously.

City Manager Morad Kabiri stated Council has discussed a proposed water and sewer rate increase for the last several months, and initially had \$39 Million in projects to tackle over the next five years. Projects are contractually obligated projects with the City of Houston and partners at the city's wastewater treatment plant. After the initial discussion with Council, there were concerns raised over the magnitude of the proposed increases and the impact to Friendswood's residents. The overall list of projects was reduced by \$6.5 Million to \$32.5 Million, extended the Capital Improvement Plan from five to seven years, lengthened the debt amortization from 20 years to 30 years, rate increase average is 21%, and is a consumption based service. Mr. Kabiri showed a slide of neighboring cities' rates, and the City of Friendswood proposed rate is still one of the lowest rates.

With concurrence of Council, Mayor Foreman moved to Agenda Item 11, City Manager's Report.

CITY MANAGER'S REPORT

City Manager Morad Kabiri reported that the Annual Tree Giveaway sponsored by Keep Friendswood Beautiful (KFB) was held at City Hall, on January 26, 2019. A total of 100 trees were given away to Friendswood residents within 30 minutes and residents were lined up as early as 6:05 AM. The city appreciates the efforts of KFB and the city's Parks and Recreation Department towards making this event a huge success.

The City Manager reported that the Supreme Court of Texas has denied the petition for review of a case eight Friendswood residents brought against the City of Friendswood, (now former) Mayor Kevin Holland, and Councilmembers Carl Gustafson and (now Mayor) Mike Foreman. The decision leaves intact the

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results of the May 7, 2016, Special Election in which voters authorized a Sales and Use Tax to fund local economic development.

The City Manager reported that a ranking of "Top 10 Safest Cities in Texas" has placed Friendswood ninth, according to The Home Security Advisor.com. The most up-to-date (2017) Federal Bureau of Investigation (FBI) Uniform Crime Report results with respect to towns and cities with ten thousand residents or higher was used for the designation.

The City Manager reported that on January 16, 2019, at 10:35 AM, Friendswood Police Department Telecommunications Operators Stephanie Price and Mindy Sanchez received a 911 call from Mrs. Kirov at 431 Gleneagles Drive. Mrs. Kirov called 911 and reported her husband, Tzvetko Kirov, had collapsed, was not breathing, and had no pulse. Ms. Price and Ms. Sanchez initiated cardiopulmonary resuscitation (CPR) instructions over the phone. Mrs. Kirov knew CPR and started immediately. Friendswood Volunteer Fire Department Emergency Management Services (EMS) and Fire responded to the location and found Mrs. Kirov performing CPR. The fire department crew on scene consisted of Battalion Chief Jeff Smith, Captain Dan Key, Firefighters David Pate, Hobert Hoggard, David Secci, Chase Ellison and Chad Darrow. Mrs. Kirov was relieved of CPR by the fire crew on scene who assisted with CPR. Captain Rhonda Fillman and Captain Blake Brazzel with Friendswood EMS placed Mr. Kirov on the cardiac monitor and found a rhythm that could receive a "shock" or a defibrillation. CPR was continued and medications were administered. At 10:46 AM, Mr. Kirov had a heart beat return. The Medics and Firefighters continued to breathe for Mr. Kirov and moved him to the ambulance. The crew transported Mr. Kirov to Clear Lake Regional Medical Center, and Mr. Kirov continued to improve upon arrival at the Emergency Room at 11:15 AM. Mr. Kirov was taken immediately to the catheterization laboratory. Due to the service of all the medics and firefighters, Mr. Kirov is in the Intensive Care Unit, awake and alert, and progressing very well. Without all the links in the chain of surviving a cardiac event being in place, this could have had a different ending.

The City Manager reported that the city has submitted a number of applications to various agencies both state and federal agencies with respect to disaster recovery. Applications have been submitted to the Community Development Block Grant Disaster Recovery funds for both Galveston and Harris County for various projects. A Hazard Mitigation Grant Application was submitted to the state of Texas to assist the city with the elevation of Whispering Pines Bridge over Clear Lake. The city received notification that the 24 buyout applications previously submitted have been approved, process has started, but delayed some due to government shut down. A buyout application has been submitted through the Texas Water Development Board Flood Mitigation Assistant Program and Staff is awaiting the result of the application.

Councilmember Hanks asked regarding the election contest could the lost sales taxes on streets and downtown be recaptured, and City Manager Morad Kabiri answered the State Comptroller's Office restricted the city from collections after the original contest was filed until January 1, 2017, which was estimated to be \$450,000 for street improvements and the Downtown District.

Councilmember Hanks asked if the funds could be recouped, and City Manager Morad Kabiri answered Staff could check with the State Comptroller's Office to see if the collection period could be extended.

City Attorney Mary Kay Fischer stated an extension could not be done for the Economic Development Corporation, possibly for street improvements, and she will have to check with the State Comptroller's Office.

ACTION ITEMS (continued)

****Councilmember Scott moved to approve a contract with Galveston County for Election Services. Seconded by Councilmember Griffon. The motion was approved unanimously.**

****Councilmember Scott moved to approve a contract for armored car services subject to the city's receipt of Form 1295. Seconded by Councilmember Rockey. The motion was approved unanimously.**

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****Councilmember Griffon** moved to approve a contract with RJN Group, Inc., for Sanitary Sewer Assessment Phase V and Phase VI.
Seconded by Councilmember Gustafson. The motion was approved unanimously.

With concurrence of Council, Mayor Foreman moved to Agenda Item 15B, Resolution R2019-04.

RESOLUTIONS (continued)

****Councilmember Scott** moved to approve Resolution **R2019-04** – A resolution approving and adopting updates/amendments to the “Design Criteria Manual” for the City of Friendswood, Texas; approving the standards contained therein for the design, construction and installation of public infrastructure and related facilities and improvements within the city; and repealing all prior Design Criteria Manuals and repealing other resolutions or parts of resolutions inconsistent or in conflict herewith.
Seconded by Councilmember Branson.

Councilmember Griffon stated he would like the motion to be tabled to allow Council additional time to review the design pages to evaluate the impact on Friendswood residents.

*****Councilmember Scott** moved to **amend** the main motion and to **table** in order to allow Council additional time to review the design pages to evaluate the impact on Friendswood residents.
Seconded by Councilmember Griffon. The **amended** main motion to **table failed** 3-4 with Mayor Foreman and Councilmembers Branson, Hanks, and Gustafson opposed.

****Councilmember Gustafson** moved to approve Resolution **R2019-04** – A resolution approving and adopting updates/amendments to the “Design Criteria Manual” for the City of Friendswood, Texas; approving the standards contained therein for the design, construction and installation of public infrastructure and related facilities and improvements within the city; and repealing all prior Design Criteria Manuals and repealing other resolutions or parts of resolutions inconsistent or in conflict herewith.
Seconded by Councilmember Branson. The motion was approved 5-2 with Councilmembers Griffon and Scott opposed.

With concurrence of Council, Mayor Foreman moved to Agenda Item 16B, Ordinance No. T2019-02.

ORDINANCES (continued)

****Councilmember Branson** moved to approve the Second and Final reading of Ordinance No. **2019-02** – An ordinance amending and updating Land Use Assumptions and Capital Improvements Plan and imposition of Impact Fees pursuant to the Texas Local Government Code annotated, § 395.001 et. seq.; amending the Friendswood City Code, Chapter 74 “Taxation”, Article III, Impact Fees, Section 74-52(d) and Appendix D to include updated impact fee amounts; providing a penalty in an amount not to exceed \$500 for violation of any provisions hereof by inclusion in the Code of Ordinances; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; and providing for publication and effective date.
Seconded by Councilmember Hanks. The motion was approved 5-2 with Councilmembers Griffon and Scott opposed.

****Councilmember Scott** moved to approve the First and Final reading of Ordinance No. **2019-04** – An ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a General Election on May 04, 2019, for the purpose of electing two (2) Councilmembers (Position Numbers 4 and 6); ordering a Runoff Election on June 08, 2019, if necessary; and making other provisions related to the subject.
Seconded by Councilmember Griffon. The motion was approved unanimously.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission’s vote for Agenda Item 16D, First reading of Ordinance No. T2019-05, An ordinance amending Appendix C – “Zoning,” Section 8, “Supplementary District Regulations,” Subsection I, “Landscaping and Screening Requirements”, by amending various landscape requirements and amending Subsection I.

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“Reserved,” by adding screening details for dumpsters and recycling storage containers was **approved unanimously**.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2019-05 – An ordinance amending Appendix C – “Zoning,” Section 8, “Supplementary District Regulations,” Subsection I, “Landscaping and Screening Requirements”, by amending various landscape requirements and amending Subsection I. “Reserved,” by adding screening details for dumpsters and recycling storage containers; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.**

Seconded by Councilmember Hanks. The motion was approved 5-2 with Councilmembers Griffon and Scott opposed.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission’s vote for Agenda Item 16E, First reading of Ordinance No. T2019-06, An ordinance amending Appendix C – “Zoning,” Section 7.5, “Community Overlay District,” Subsection 3, “Screening”, Subsection D, “Refuse Storage Areas, Dumpsters, and all Related Activities” by adding a reference to Section 8.I. for additional screening details for dumpsters and recycling storage containers was **approved unanimously**.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2019-06 – An ordinance amending Appendix C – “Zoning,” Section 7.5, “Community Overlay District,” Subsection 3, “Screening”, Subsection D, “Refuse Storage Areas, Dumpsters, and all Related Activities” by adding a reference to Section 8.I. for additional screening details for dumpsters and recycling storage containers; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.**

Seconded by Councilmember Rockey. The motion was approved 5-2 with Councilmembers Griffon and Scott opposed.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission’s vote for Agenda Item 16F, First reading of Ordinance No. T2019-07, An ordinance amending Appendix B – “Subdivisions,” Section IV, “Parkland Dedication,” Subsection F, “Additional Requirements”, Subsection 2, guidelines used in designing parks and adjacent development, adding Subsection (G), identifying impervious cover requirements of the open space area was **approved unanimously**.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2019-07 – An ordinance amending Appendix B – “Subdivisions,” Section IV, “Parkland Dedication,” Subsection F, “Additional Requirements”, Subsection 2, guidelines used in designing parks and adjacent development, adding Subsection (G), identifying impervious cover requirements of the open space area; providing a penalty for violation in an amount not to exceed \$2,000, or as otherwise provided by law; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.**

Seconded by Councilmember Hanks. The motion was approved 5-2 with Councilmembers Griffon and Scott opposed.

Community Development Director/City Planner Aubrey Harbin reported that the Planning and Zoning Commission’s vote for Agenda Item 16G, First reading of Ordinance No. T2019-08, 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 1.91 acres of land, being part of Abstract 151, Page 6, part of Lot 4 (4-1), Block 11, Friendswood Subdivision & adjacent abandoned Hatcher Lane right-of-way, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to Downtown District (DD); providing for amendment of the Official Zoning Map was **approved unanimously**.

****Councilmember Branson moved to approve the First reading of Ordinance No. T2019-08 – 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 1.91 acres of land, being part of Abstract 151, Page 6, part of Lot 4 (4-1), Block 11, Friendswood Subdivision & adjacent abandoned Hatcher Lane right-of-way, Galveston County, Texas; amending the zone classification from Single-Family Residential (SFR) to**

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Downtown District (DD); 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. Seconded by Councilmember Hanks. The motion was approved unanimously.

****Councilmember Scott** moved to approve the First and Final reading of Ordinance No. **2019-09** – 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 IV" 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. Seconded by Councilmember Griffon. The motion was approved unanimously.

COMMUNICATIONS FROM THE MAYOR AND COUNCILMEMBERS

Councilmember Rockey congratulated the Parks and Recreation Department (P&R) on a successful Daddy/Daughter Dance, the event keeps growing every year, will possibly need a new venue, and challenged P&R to come up with a Mom/Son event.

Councilmember Branson stated Sherry Goen retired as Keep Friendswood Beautiful (KFB) Chair, served as Chair for eight years, member of KFB for ten years, thanked Ms. Goen for her service, Natasha McAfee will be KFB's new Chair, and is looking forward to working with Ms. McAfee.

Councilmember Hanks thanked Mayor, Council, and Staff for a great retreat on February 02, 2019, encouraged everyone to go see the high school musical, blown away by the amount of talent in the community, this month is American Heart Association Heart Healthy Month, and thanked Sherry Goen for her years of service on Keep Friendswood Beautiful.

Councilmember Griffon thanked Sherry Goen for her years of volunteer service to the City of Friendswood and Keep Friendswood Beautiful, announced he will be running for City Council Position No. 4, has taken his position on Council seriously, honored to be a representative of the residents of Friendswood, thankful for the last nine months he has served on Council, and is hopeful he will get three more years.

Councilmember Gustafson thanked Sherry Goen for her years of service on Keep Friendswood Beautiful (KFB), congratulated KFB on another greet tree giveaway, will be running in May for another term in his position, would be honored to continue to serve in this role, there is quite a bit more work to do, believes he is the person to do a lot of that work, and hopes the citizens of Friendswood will agree with him.

Mayor Foreman thanked Sherry Goen for her years of service on Keep Friendswood Beautiful, the Daddy/Daughter dance was tremendous, congratulated the Parks and Recreation Department on their success with the event, was reminded that he used to take his daughter to the Daddy/Daughter dance several years ago, and is glad to see the event still going strong.

Councilmember Scott stated he had nothing to report.

CONSENT AGENDA

****Councilmember Scott** moved to approve the Consent Agenda as presented: A. Approving closing Shadwell Lane (approximately 1000 feet) for an extended period of time per the Special Event Permit Application. B. Accepting the November 2018 Property Tax Report. C. Approving the minutes of the January 14, 2019, Council meeting. Seconded by Councilmember Griffon.

Councilmember Rockey asked to remove Consent Agenda Item A.

*****Councilmember Scott** moved to **amend** the main motion to approve all items on the Consent Agenda as presented **with the exception of Agenda Item A**, B. Accepting the November 2018 Property Tax Report.

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C. Approving the minutes of the January 14, 2019, Council meeting.
Seconded by Mayor Foreman. The **amended** main motion was approved unanimously.

******Councilmember Rockey moved to approve Consent Agenda Item A. Approving closing Shadwell Lane (approximately 1000 feet) for an extended period of time per the Special Event Permit Application.
Seconded by Councilmember Scott. The motion was approved unanimously.

Councilmember Rockey stated there is one resident that lives on Shadwell Lane. Could accommodations be made for him to have access in and out, and City Manager Morad Kabiri answered yes.

The meeting was adjourned at 8:01 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary