NOTICE OF A SPECIAL AND REGULAR MEETING OF THE CITY OF FRIENDSWOOD PLANNING AND ZONING COMMISSION, TO BE HELD MONDAY, MARCH 4, 2019, BEGINNING AT 5:30 PM, IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS

JOINT WORK SESSION (5:30pm in the Council Chambers)

1. Call to order

2. Joint work session with City Council regarding:

   a. **Zoning Ordinance Amendments associated with the Downtown District**

3. Adjournment

JOINT PUBLIC HEARING (7pm in the Council Chambers)

1. Call to order

2. Receive comments from the public, both oral and written, regarding:

   a. **Zone classification change from Community Shopping Center (CSC) to Downtown District (DD) of 1.8864 acres of land, situated in the Sarah McKissick Survey, Abstract 151, being out of Lot 4, in Block 11, also known as 1 Hatcher Lane of Friendswood Subdivision, in Galveston County, Texas, City of Friendswood**

   b**. Zone classification change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" being 115.998 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, 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**

3. Adjournment

REGULAR MEETING (2nd floor conference room immediately following the JPH)

1. Call to order

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

3. Consent agenda

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

A. Minutes from February 21, 2019
B. Sterling Creek Section 3B Final Plat

Action Items
According to the Planning and Zoning Rules of Procedure (R2010-09), all action of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meetings.

4. Consideration and possible action regarding a **zone classification change from Community Shopping Center (CSC) to Downtown District (DD) of 1.8864 acres of land, situated in the Sarah McKissick Survey, Abstract 151, being out of Lot 4, in Block 11, also known as 1 Hatcher Lane of Friendswood Subdivision, in Galveston County, Texas, City of Friendswood**

5. Consideration and possible action regarding a z**one classification change from Single Family Residential (SFR) to Planned Unit Development (PUD) for a residential development, "Avalon at Friendswood" being 115.998 acres located along the future Friendswood Lakes Boulevard between West Ranch and Friendswood Lakes Subdivisions, 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**

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

   Thursday, March 21, 2019

7. Communications

   a. Commissioners
      Suggestions for future agenda items and general comments
      Updates from liaison assignments
   b. Ordinance Subcommittee Update
   c. Planning Subcommittee Update
   d. Downtown District Subcommittee Update
   e. Staff

8. Adjournment

_____
Aubrey Harbin, LEED AP

Director of Community Development/City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative services must be made 48 hours 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 certify that the ABOVE NOTICE OF MEETING of the Friendswood Planning and Zoning Commission was posted in a place convenient to the general public in compliance with Chapter 551, Texas Government Code on the 28th day of February, 2019, at _____.

_____

Melinda Welsh, City Secretary

All meetings of the Planning & Zoning Commission 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 Planning & Zoning Commission reserves the right to convene into Executive Session to hear any of the above described agenda items that qualifies for an executive session by publicly announcing the applicable section number of the Open Meetings Act.

FRIENDSWOOD PLANNING & ZONING COMMISSION AGENDA ITEM FORM

Subject: Downtown District Supplemental Regulations

Current Ordinance/Requirement:

Zoning Ordinance
- Section 7.I. Downtown District (zoning description)
- Section 7.P.6. Permitted Use Table
- Section 8.F.b. Downtown District Parking
- Section 8.N. Downtown District Supplemental Regulations

Design Criteria Manual
- Appendix E Downtown District Amenities

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 Downtown 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 submits the following recommendations to the Planning & Zoning Commission for further discussion and discovery.

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 thorougfare 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

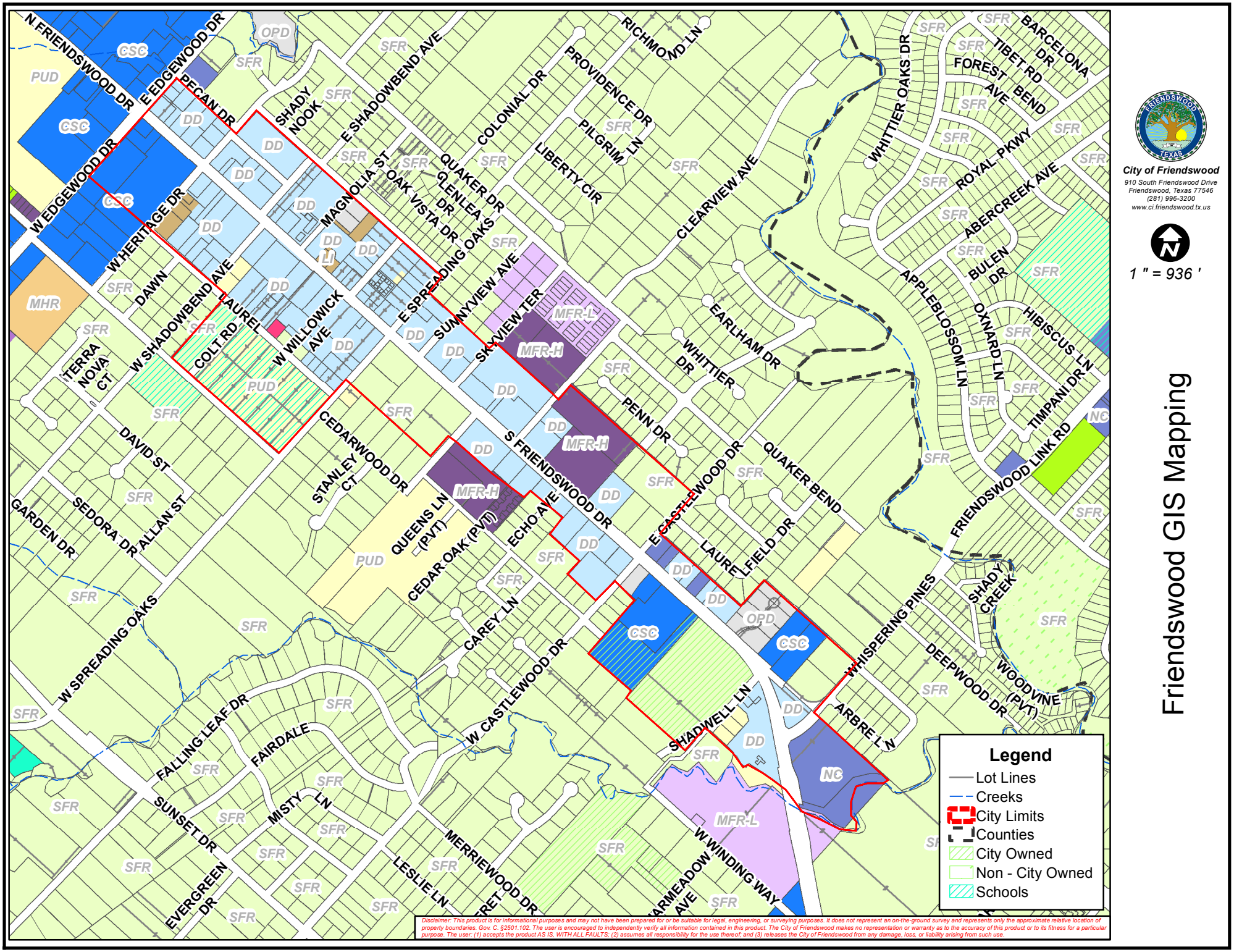
Community Overlay District (COD) vs. Downtown District (DD)	Aesthetic requirements are more stringent in the COD; review and determine which requirements, if any, should also be applicable to DD	Review requirements of the Commuinity Overlay District (COD) and determine if those should also be incorporated 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
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us
1 " = 936 '
Legend
Lot Lines
Creeks
City Limits
Counties
City Owned
Non - City Owned
Schools
N FRIENDSWOOD DR
E EDGEWOOD DR
W EDGEWOOD DR
W HERITAGE DR
PECAN DR
SHADY NOOK
E SHADOWBEND AVE
W SHADOWBEND AVE
MAGNOLIA ST
OAK VISTA DR
GLENLEA DR
QUAKER DR
COLONIAL DR
PROVIDENCE DR
RICHMOND LN
PILGRIM LN
LIBERTY CIR
CLEARVIEW AVE
WHITTIER OAKS DR
BARCELONA DR
TIBET RD
FOREST BEND
ROYAL PKWY
ABERCREEK AVE
BULEN DR
APPLEBLOSSOM LN
OXNARD LN
HIBISCUS LN
TIMPANI DR
FRIENDSWOOD LINK RD
E SPREADING OAKS
SUNNYVIEW AVE
SKYVIEW TER
W WILLOWICK AVE
LAUREL
COLT RD
DAWN
TERRA NOVA CT
DAVID ST
SEDORA DR
ALLAN ST
GARDEN DR
W SPREADING OAKS
CEDARWOOD DR
STANLEY CT
QUEENS LN (PVT)
CEDAR OAK (PVT)
ECHO AVE
S FRIENDSWOOD DR
E CASTLEWOOD DR
W CASTLEWOOD DR
CAREY LN
WHITTIER DR
EARLHAM DR
PENN DR
QUAKER BEND
LAURELFIELD DR
WHISPERING PINES
SHADY CREEK
DEEPWOOD DR
WOODVINE (PVT)
ARBRE LN
SHADWELL LN
W WINDING WAY
ARMEADOW AVE
MERRIEWOOD DR
LESLIE LN
MISTY LN
FAIRDALE
FALLING LEAF DR
SUNSET DR
EVERGREEN DR
SFR
DD
CSC
PUD
MHR
OPD
MFR-L
MFR-H
NC
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.

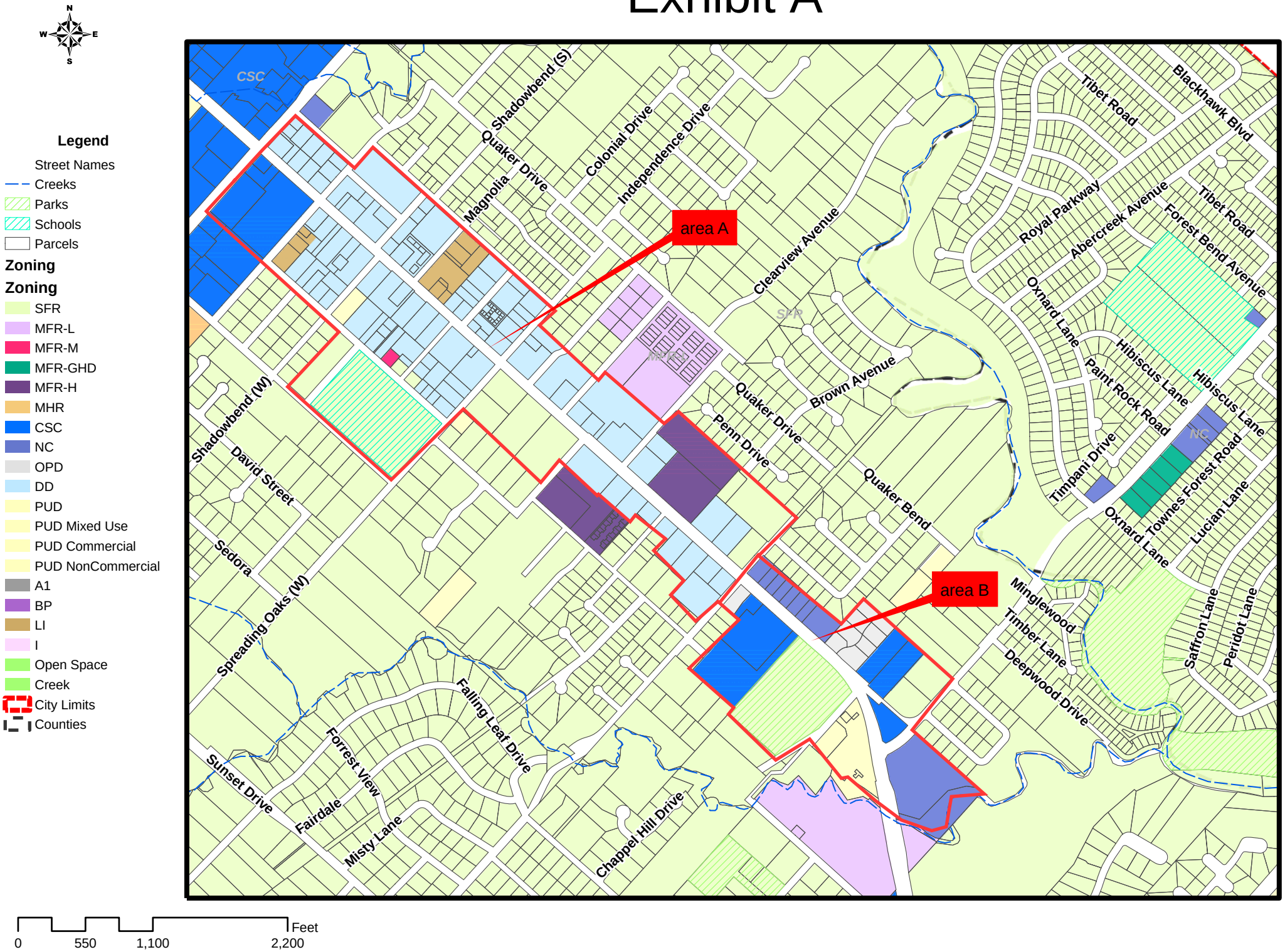
David J. H. Smith
Mayor

ATTEST:

Deloris McKenzie, TRMC
City Secretary

CITY OF FRIENDSWOOD
STATE OF TEXAS

Exhibit A


N
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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
CSC
Shadowbend (S)
Quaker Drive
Magnolia
Colonial Drive
Independence Drive
Clearview Avenue
SFP
MHR
Brown Avenue
Quaker Drive
Penn Drive
Quaker Bend
Shadowbend (W)
David Street
Sedora
Spreading Oaks (W)
Falling Leaf Drive
Forrest View
Sunset Drive
Fairdale
Misty Lane
Chappel Hill Drive
Tibet Road
Blackhawk Blvd
Royal Parkway
Abercreek Avenue
Tibet Road
Forest Bend Avenue
Oxnard Lane
Hibiscus Lane
Paint Rock Road
Hibiscus Lane
NC
Timpani Drive
Townes Forest Road
Lucian Lane
Oxnard Lane
Minglewood
Timber Lane
Deepwood Drive
Saffron Lane
Peridot Lane
area A
area B
0
550
1,100
2,200
Feet

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	1,485	) 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 PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.
AGAINST	925	

DOWNTOWN IMPROVEMENTS SALES AND USE TAX

FOR	1,274	) THE ADOPTION OF A TYPE B LOCAL SALES AND USE TAX IN THE CITY OF FRIENDSWOOD, TEXAS AT THE 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.
AGAINST	1,135	

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

CITY OF FRIENDSWOOD
STATE OF TEXAS

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

CITY OF FRIENDSWOOD
STATE OF TEXAS

~~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~~p~~lanning and Z~~z~~oning C~~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 eves and overhangs. The P~~p~~lanning and Z~~z~~oning C~~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~~Planning and Z~~z~~oning C~~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~~z~~oning C~~c~~ommission and city council in accordance with the notification procedure set forth for a rezoning application. Following the public hearing, the P~~p~~lanning and Z~~z~~oning C~~c~~ommission shall forward the plan with its recommendation to the city council for consideration. The ~~p~~Planning and Z~~z~~oning C~~c~~ommission 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 D~~d~~esign ~~c~~Criteria Manual.

a. Approval by the Planning and Zoning C~~c~~ommission 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 C~~c~~ommission 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.~~

b~~1~~. 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.

c~~2~~. 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 D~~d~~esign C~~c~~riteria 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 75~~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.

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 eves and overhangs. The P~~p~~lanning and Z~~z~~oning C~~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~~c~~. Awnings and canopies are allowed upon approval of the ~~p~~Planning and Z~~z~~oning ~~c~~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 D~~d~~esign C~~c~~riteria M~~m~~anual, 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 ~~p~~Planning and Z~~z~~oning C~~c~~ommission.

(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 P~~p~~lanning and Z~~z~~oning C~~c~~ommission 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

TREE WELLS

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

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

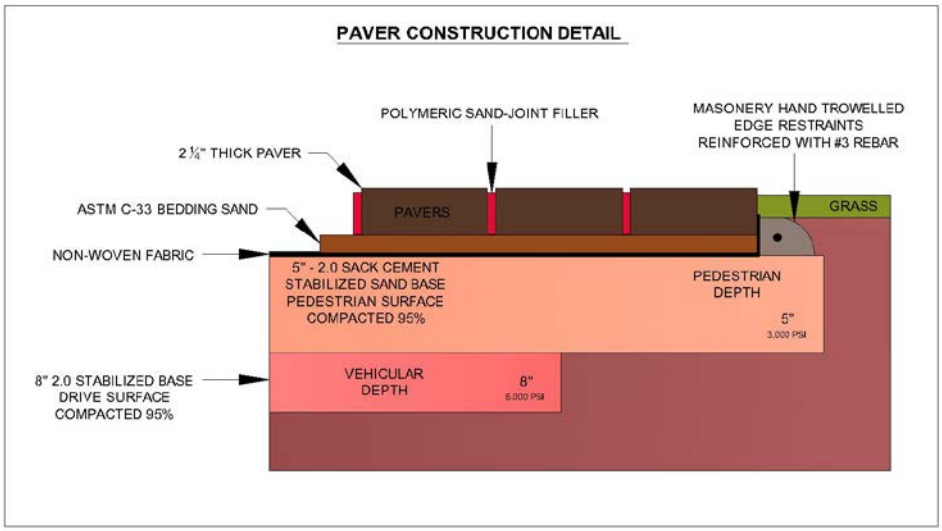
Brick pavers must be used to construct the required brick-paved sidewalk in accordance with the specifications below. The paver color and pattern below is the preferred design; however, other pavers of similar colors and patterns may be approved by the Planning and Zoning Commission.

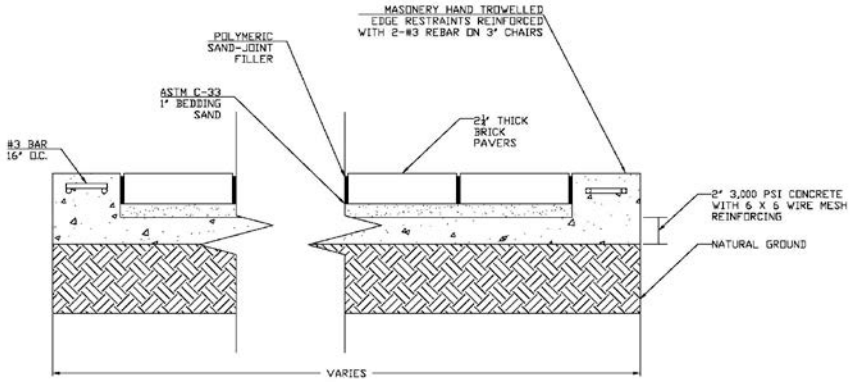
Manufacturer:	Pine Hall Brick Company, Inc.
Product:	Pavers
Model:	Pathway Series, Full Range
Size:	4” W x 8” L x 2 ¼” thick
Color:	Red
Pattern:	Stretcher Bond

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.

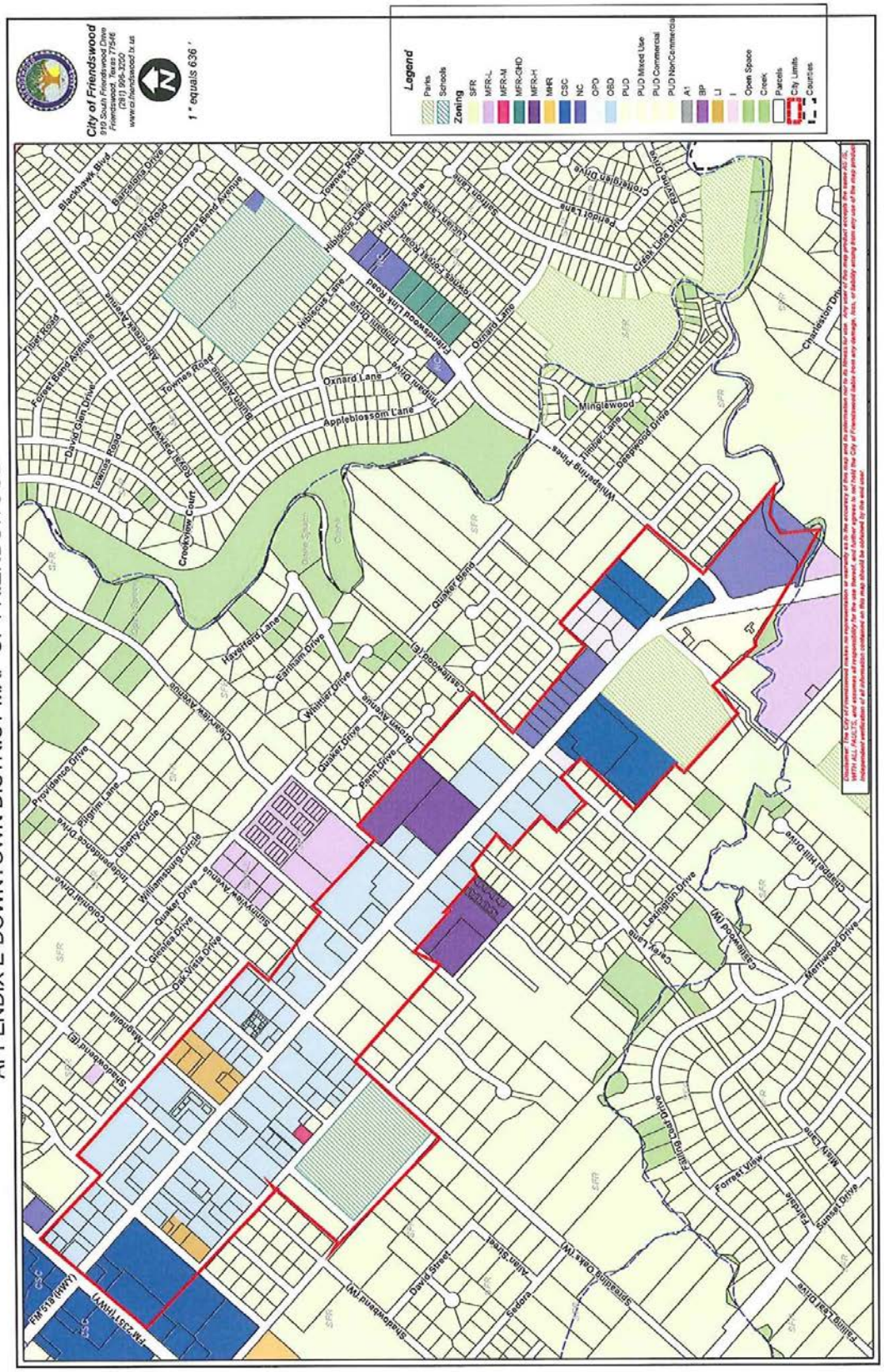
Paver installation specs:
5” of 2.0 sack cement stabilized sand base
Non-woven fabric weed block
1” of ASTM C-33 bedding sand
2 ¼” thick brick unit paver
Polymeric joint sand
Masonry hand troweled edge restraints reinforced with #3 rebar

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.


PAVER CONSTRUCTION DETAIL
POLYMERIC SAND-JOINT FILLER
MASONERY HAND TROWELLED
EDGE RESTRAINTS
REINFORCED WITH #3 REBAR
2 ¼" THICK PAVER
ASTM C-33 BEDDING SAND
PAVERS
GRASS
NON-WOVEN FABRIC
5" - 2.0 SACK CEMENT
STABILIZED SAND BASE
PEDESTRIAN SURFACE
COMPACTED 95%
PEDESTRIAN
DEPTH
5"
3,000 PSI
8" 2.0 STABILIZED BASE
DRIVE SURFACE
COMPACTED 95%
VEHICULAR
DEPTH
8"
6,000 PSI


MASONERY HAND TROWELLED
EDGE RESTRAINTS REINFORCED
WITH 2-#3 REBAR ON 3" CHAIRS
POLYMERIC
SAND-JOINT
FILLER
ASTM C-33
1" BEDDING
SAND
2¼" THICK
BRICK
PAVERS
#3 BAR
16" O.C.
2" 3,000 PSI CONCRETE
WITH 6 X 6 WIRE MESH
REINFORCING
NATURAL GROUND
VARIES

APPENDIX E-DOWNTOWN DISTRICT MAP OF FRIENDSWOOD



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	*Agriculture, Forestry, Fishing and Hunting*															
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	*Mining*															
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	*Utilities*															
221	Utilities										O	O		S	P	O
23	*Construction*															
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	*Manufacturing*															
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

	manufacturing															
333	Machinery manufacturing							O			O	O		S	P	S
334	Computer and electronic product manufacturing							O			O	O		P	P	P
335	Electrical equipment, appliance and component manufacturing							O			O	O		P	P	P
33591	Battery manufacturing							O			O	O		O	S	O
336	Transportation equipment manufacturing							O			O	O		S	P	S
337	Furniture and related products manufacturing							O			O	O		S	P	S
339	Miscellaneous manufacturing							O			O	O		P	P	S
3391	Medical equipment and supplies manufacturing							O			O	O		P	P	P
42	*Wholesale Trade*															
423	Merchant wholesalers, durable goods							O			O	O		P	P	P
424	Merchant wholesalers, nondurable goods							O			O	O		P	P	P
425	Wholesale electronic markets and agents and brokers							O			O	O		P	P	P
44—45	*Retail Trade*															
4411	Automobile dealers							O			O	O		P	P	O
4412	Other motor vehicle dealers							O			O	O		P	P	O

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
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	*Finance and Insurance*															
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	*Real Estate and Rental and Leasing*															
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

	assets (except copyrighted works)															
54	*Professional, Scientific and Technical Services*															
541	Professional, scientific and technical services							P	P		P	P		P		P
54138	Testing laboratories							S			O	S		S	P	P
55	*Management of Companies and Enterprises*															
551	Management of companies and enterprises							P	P		P	P		P		P
56	*Administration/Support Waste Management/Remediation Services*															
561	Administrative and support services							P	P		O	P		P		P
561730	Landscaping services							S			O	O		S	P	S
56179	Other services to buildings and dwellings							S			O	O		S	P	P
562	Waste management and remediation services										O	O		S	P	S
61	*Educational Services*															
6111	Elementary and secondary schools	S	S	S	S	S	S	S	S		O	S	S	S	S	S
6112	Junior colleges							S			O	S	S	S	S	S
6113	Colleges, universities and professional schools							S			O	S	S	S	S	S
6114	Business schools and computer and management training							S			O	S	S	S	S	S
6115	Technical and trade schools							S			O	S	S	S	S	S

6116	Other school and instruction							P	P		P	P	S	P	P	
62	*Health Care and Social Assistance*															
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	*Arts, Entertainment and Recreation*															
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

	similar institutions															
7131	Amusement parks and arcades											S		S	P	
7132	Gambling industries															
7139	Other amusement and recreation industries											S		S	P	
713940	Fitness and recreational sports centers							P	S			S		P	P	
72	*Accommodation and Food Services*															
7211	Traveler accommodation							S			O	S		S	S	S
7212	RV (recreational vehicle) parks and recreational camps										O			S	S	
7213	Roominghouses and boardinghouses							S			O	S		S	S	S
7223	Special food services							P	P		O	P		P		P
7224	Drinking places (more than 75% sales of alcoholic beverages)							S				S		S		S
7225	Restaurants and other eating places							P	P		O	P		P		P
81	*Other Services (Except Public Administration)*															
8111	Automotive repair and maintenance							P	S		O	S		S	P	
81112	Automotive body, paint, interior and glass repair							S	S		O	S		S	P	
8112	Electronic and precision equipment repair and							S			O	O		S	P	P

	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		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

92214	Correctional institutions														S	
923	Administration of human resource programs							P			O	P		P		P
924	Administration of environment quality programs							P			O	P		P		P
925	Administration of housing programs, urban planning, and community development							P			O	P		P		P
926	Administration of economic programs							P			O	P		P		P
927	Space research and technology							P			O	P		P		P
928	National security and international affairs							P			O	P		P		P

(a) Second floor and above.

(b) Legend:

1. P: Permitted.
2. S: Special use permit required.
3. O: Office use only.
4. Blank: Not permitted.
5. S1: Site plan approval required; these facilities shall be subject to the following additional supplemental requirements at the time the first permit, certificate of occupancy, or zoning compliance request is submitted:

   a. A site plan shall be submitted showing the layout of the proposed site, including present and proposed structures, driveways, parking areas, loading and delivery areas, trash collection areas, or other improvements. A site plan submitted under this subsection shall be subject to review and recommendation to the city council by the planning and zoning commission and approval by the city council.

   b. An elevation shall be submitted that shows the exterior of the structure and any and all proposed changes to any existing building, yard, or other improvements. A personal care facility shall maintain its residential appearance. In no case will parking lots or spaces be authorized in a front yard, nor may loading and delivery areas, trash collection areas, or recreation areas be located in the front yard or so as to be visible from the street of any personal care facility.

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.

PLANNING & ZONING COMMISSION

MINUTES OF A
REGULAR MEETING
HELD THURSDAY, FEBRUARY 21, 2019
AT 7:00 PM

CITY HALL
COUNCIL CHAMBERS
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS

Regular Meeting

1. The regular meeting was called to order at 7:01pm with the following people in attendance:

   Chairman Joe Matranga
   Commissioner Eric Guenther
   Commissioner Dick Clark
   Becky Summers, Development Coordinator
   Aubrey Harbin, City Planner/Director of CDD
   Commissioner Brett Banfield
   Commissioner Lisa Lundquist
   Mary Kay Fischer, City Attorney

   Absent: Sasson, Perry

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

   Greg Crinion, on behalf of the Harris family, told the Commission the current Downtown District boundary split the Harris' property and makes it difficult for a use other than what it is now. He explained the Harrises were aging and needing to liquidate their assets. Crinion said the Harris family had contributed much to the community over the years and was asking the City to now contribute back. Crinion requested the Downtown District boundary be amended to include all of the Harris' property.

   Kay Boyle Harris stated her family has owned the property since 1908 and her husband, Kenton "Coach" Harris was a Friendswood ISD football coach for many years. She said they are planning for their senior years and would like to sell the property.

   Kevin Harris said he came to the City about 120 days ago requesting the amendment and thanked staff for all the meetings since then. Kelly Harris said he and his brother just want to take care of their parents.

Motion to suspend the rules and move to agenda item 7: Banfield
Second: Clark
Vote: 5 to 0 Unanimous **Motion Passed**

Action Items
According to the Planning and Zoning Rules of Procedure (R2010-09), all action of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meetings.

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

A. Minutes from February 4, 2019

Motion to approve: Guenther
Second: Lundquist
Vote: 5 to 0 Unanimous **Motion Passed**

Action Items
According to the Planning and Zoning Rules of Procedure (R2010-09), all action of the Commission shall be made by an affirmative vote of four (4) or more members of the Commission present at such Commission meetings.

4. Consideration and possible action regarding a one-time, six-month extension of Sterling Creek Section 3-B Final Plat

Motion to approve: Banfield
Second: Lundquist
Vote: 5 to 0 Unanimous **Motion Passed**

Harbin said the developer submitted a written request to extend the preliminary plat due to weather. She said they had also submitted the final plat for review, as well.

5. Consideration and possible action regarding proposed amendments to **Appendix C Zoning Ordinance "Section 15. Amendments" and the City of Friendswood Code of Ordinances "Chapter 70 Vacation of street, drainage, utility or other public easement" to change from joint public hearings to separate public hearings and to amend ordinance wording to be consistent with state law**

Motion to approve: Banfield
Second: Lundquist
Vote: 5 to 0 Unanimous **Motion Passed**

Harbin explained the Commission workshopped the idea of having separate public hearings during the last Council meeting. Banfield said he thought it would be a good change. Clark questioned why the item referenced Chapter 70. Harbin said Chapter 70

also requires joint public hearings so it would need to be amended, as well, to hold separate public hearings.

6. Consideration and possible action regarding proposed amendments to **Resolution 2010-09 Planning and Zoning Rules of Procedure to change Planning and Zoning Commission meeting days**

   Motion to approve: Guenther
   Second: Lundquist
   Vote: 5 to 0 Unanimous **Motion Passed**

   Harbin said moving the Commission's meeting dates from the first and third Thursday to the second and fourth Thursday of the month would decrease the time frame for items requiring a public hearing. The Commissioners did not oppose changing the meeting dates.

7. Consideration and possible action regarding proposed amendments to **Appendix C Zoning Ordinance "Section 7 Schedule of District Regulations" and "Section 8 Supplementary District Regulations" regarding proposed amendments and relocating language as it pertains to the Downtown District (DD) zoning regulations and amendments to Appendix A Sign Ordinance "Section 9 Prohibited Signs" to prohibit LED storefront lights**

   Cindy Jadey, Jones Lang LaSalle (JLL) commercial real estate broker said the property being split in and out of the Downtown District is confusing for potential buyers and frustrating for the owners.

   Clark asked for clarification whether the boundary bisected a piece of property or ran between two pieces of property. JLL said it ran down the middle of all the property the Harrises own. Clark asked why the boundary was not questioned or contested when it was created in 2008. Crinion stated his client was not aware of the boundary creation.

   Matranga said the subcommittee was concerned changing the boundary would open up other properties to later want amendments, as well.

   Crinion said the Downtown District allowed commercial uses on the first floor and residential uses on the second floor. He said his client and their realtors want to have a contiguous development of the properties.

   Lundquist mentioned the Reach Church, located next door, had reached out to the surrounding neighbors to discuss the possible changes during the church's zone change process. She asked if Crinion had done the same. Crinion explained they are not asking for a zoning change at this point, only to be included in the Downtown District boundary. Crinion said the property may very well remain residential. Matranga said if the property remained residential then whether or not it was located within the DD boundary was a moot point.

   Banfield explained the property could apply for commercial zoning without being in the Downtown District boundary and still retain a higher value than the current residential zoning. Banfield said there is different route to obtain what the Harrises want without the

City changing the boundary and the Neighborhood Empowerment Zone and the 4B sales tax area.

Chairman Matranga went back to agenda item 3.

Harbin explained the Downtown District subcommittee had been working on several items including the boundary, façade materials, parking, and fenestration. Harbin said the subcommittee recommended against changing the boundary due to the complexity that would be created regarding the 4B sales tax expenditures and application of the Neighborhood Empowerment Zone (NEZ).

Harbin said the subcommittee recommended decreasing head in parking distance to 75 feet from Friendswood Drive to match the driveway spacing requirement. She said the subcommittee also recommended allowing cement fiber board installed as lap siding and eliminating the 25% fenestration requirement on lower floors not facing a right-of-way. She explained many businesses have trouble with security and meeting energy code with the current fenestration requirement.

Harbin stated the subcommittee also worked on "clean up" items such as moving ordinance language to more appropriate sections. They also recommended the more stringent requirements of the Community Overlay District also be applicable in the Downtown District.

The Downtown District subcommittee also discussed lighting, said Harbin. She explained the Friends of Downtown Economic Development Committee was currently involved in a Downtown Improvement Plan of which lighting was included. The subcommittee was waiting for additional information from FDEDC. The subcommittee was also recommending to prohibit neon signs and LED lighting in windows, said Harbin.

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

Harbin said the next meeting would be a special meeting with Council on March 4th for a Joint Public Hearing followed by the regular Commission meeting to be held upstairs.

9. Communications from the Commission

a. Commissioners – Matranga gave the Commission a reminder to be careful of creating a walking quorum during breaks at Council meetings and before or after Commission meetings. He said even the appearance of a quorum or Commissioners discussing items should be avoided.

b. Ordinance Subcommittee Update – Summers said the subcommittee was on hold until the Downtown District subcommittee items are taken care of.

c. Planning Subcommittee Update – Banfield and Harbin said, with the upcoming Downtown District changes, it would be best to give the subcommittee a break and allow Council time to process the current items.

d. Downtown District Subcommittee Update – Matranga said the items on tonight's agenda were the result of the subcommittee's hard work.

e. Council Liaison – Sally Branson congratulated the Commission and subcommittees on a great job. She reminded the room that March 2nd was the date for the Texas Music Fest.

f. Staff – none.

10. The regular meeting adjourned at 8:21 pm.

These minutes respectfully submitted by:

Becky Summers

Becky Summers
Development Coordinator/P&Z Secretary

Sterling Creek Section 3-B Final Plat

1. Compliance Memo
2. Sterling Creek 3-B Final Plat Page 1
3. Sterling Creek 3-B Final Plat Page 2

City of Friendswood

Memo

To: Planning and Zoning Commission

From: Becky Summers, Development Coordinator

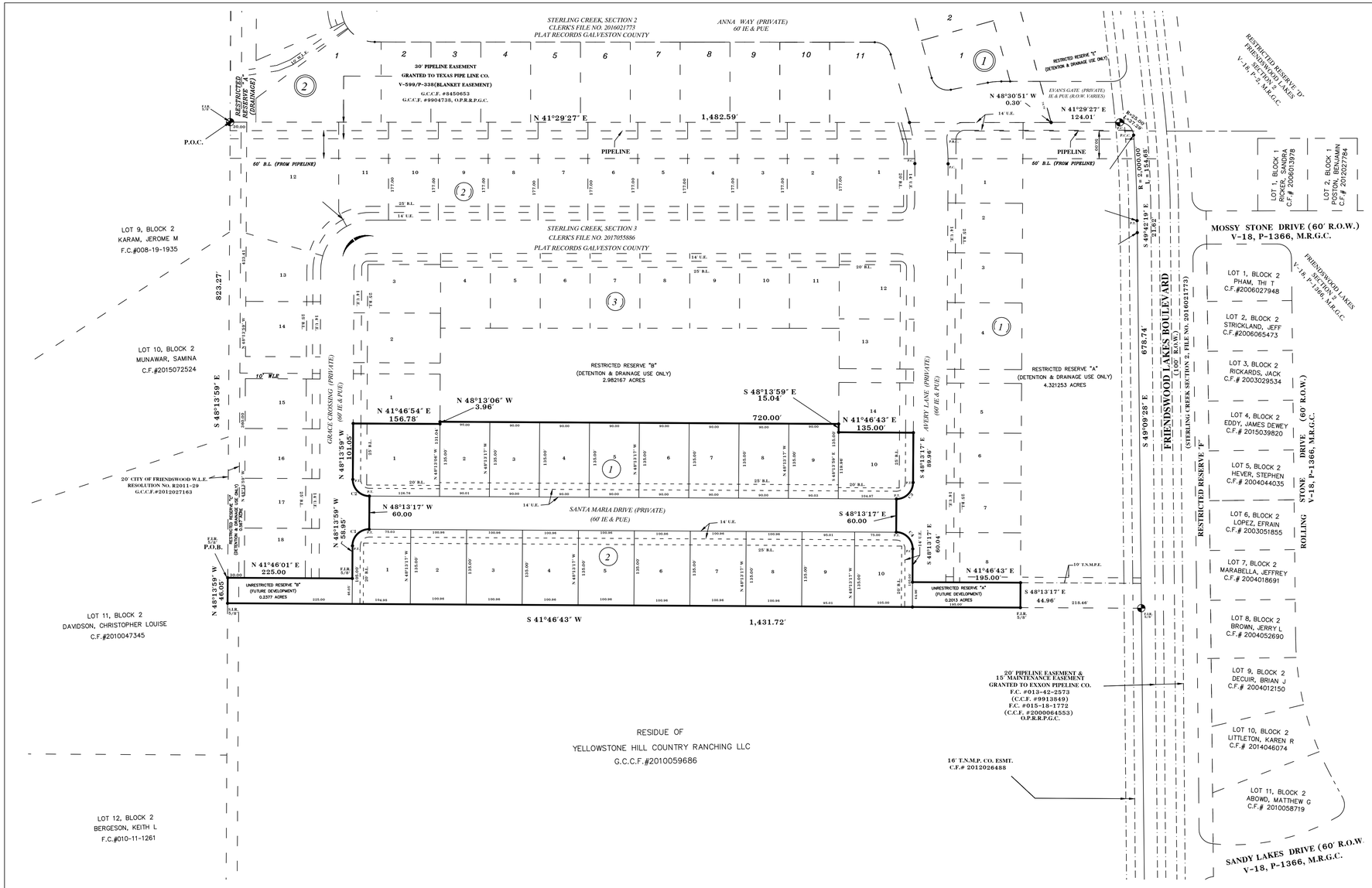
Date: February 27, 2019

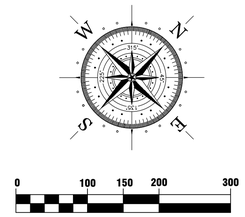
Re: Sterling Creek Section 3-B Final Plat

Project Description: Preliminary plat was approved by the Commission August 16, 2018 and an extension granted February 21, 2019. The project is to finish out the third section of Sterling Creek by creating the final twenty (20) residential lots.

The plan has been reviewed by staff in the following departments: Planning, Public Works/Engineering, Fire Marshal, Parks, and Police Department. The proposed project appears to be in compliance with current City codes.

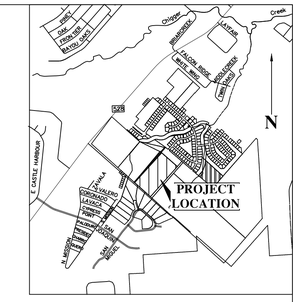
The plan is subject to review and approval by the Planning and Zoning Commission.





0 100 150 200 300

SCALE: 1"=100'



VICINITY MAP
SCALE: 1" = 2000'

LOT AND BLOCK TABLE			
BLOCK	LOT	AREA (SQ FT)	AREA ACREAGE
1	1	20,350.29	0.467
1	2	12,150.46	0.279
1	3	12,150.00	0.279
1	4	12150.00	0.279
1	5	12,150.00	0.279
1	6	12,150.00	0.279
1	7	12,150.00	0.279
1	8	12,150.00	0.279
1	9	12,151.85	0.279
1	10	15,999.39	0.367
2	1	13,981.59	0.321
2	2	13,629.60	0.313
2	3	13,629.60	0.313
2	4	13,629.60	0.313
2	5	13,629.60	0.313
2	6	13,629.60	0.313
2	7	13,629.60	0.313
2	8	13,629.60	0.313
2	9	12,826.81	0.294
2	10	13,981.86	0.321

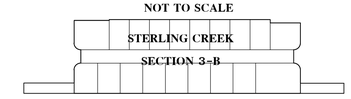
RESERVE TABLE			
RESERVE	PURPOSE	ACRES	SQ-FT
A	FUTURE DEVELOPMENT	0.2013	8,767.20
B	FUTURE DEVELOPMENT	0.2378	10,361.25

	RADIUS	LENGTH	CHORD BEARING
C1	30.00	47.13	N 03°13'38" W
C2	30.00	47.14	N 86°44'57" W
C3	30.00	47.12	S 03°13'17" E
C4	30.00	47.12	S 86°46'43" W

PURPOSE OF DOCUMENT: PLAT REVIEW
SURVEYOR OF RECORD: TIMOTHY A LESAK
REGISTRATION #6052
RELEASE DATE: 02/28/2019

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEW OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

PARTIAL PLAT EXHIBIT
NOT TO SCALE



FINAL PLAT OF
STERLING CREEK SECTION 3-B
7.9426 ACRES

7.9426 ACRES OF LAND OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT A AND BEING RECORDED IN CLERK'S FILE NO. 2010059686, COMPRISED OF THE RESIDUE OF LOTS 14,15,16 OUT OF THE DAVID FAHEY SUBDIVISION RECORDED IN VOL. 118, PG. 417 AND BEING SITUATED IN THE MARY FABREAU SURVEY, A-69

20 LOTS 2 RESERVES 2 BLOCKS

DATE SUBMITTED: FEBRUARY 28 2019

CITY OF FRIENDSWOOD
REGULATION MATRIX

CURRENT ZONE	UNITS PER ACRE	MIN LOT AREA (SQ-FEET)	MIN LOT WIDTH (FEET)	YARDS-MINIMUM FEET: MIN. FRONT YARD SETBACK (FEET)	MIN. REAR YARD SETBACK (FEET)	SIDE, EXTERIOR (CORNER LOT): BACKING UP TO AN ABUTTING SIDE YARD SETBACK (FEET)	SIDE, EXTERIOR (CORNER LOT): BACKING UP TO AN ABUTTING REAR YARD SETBACK (FEET)	SIDE, INTERIOR: MIN. SIDE SETBACK (FEET)	MAX BUILDING HEIGHT (FEET)	PARKING REQUIRED	ZERO LOT LINES	MAX LOT COVERAGE (%)
SFR	2.7	11,600	90 A	25 B	25	25 A	20 C	10 F	40	K	NO	35

NOTES:

A. LOTS OF LESS THAN 120 FEET WIDE REQUIRE CURBS. LOTS 120 FEET WIDE OR GREATER MAY USE OPEN DITCHES.
B. THIRTY-FIVE FEET ON THOROUGHFARES.
C. TWENTY-FIVE FEET ON THOROUGHFARES.
F. LOTS CURRENTLY IN EXISTENCE WITH LESS THAN 90 FEET OF WIDTH THAT HAVE STRUCTURES ALREADY BUILT UPON THEM MAY CONTINUE WITH THE SAME EXISTING SET BACK FOR ADDITIONS PROVIDED THEY ARE NOT LESS THAN A MINIMUM OF FIVE FEET.
K. PARKING IS REQUIRED IN ACCORDANCE WITH THE PARKING GROUP TABLE IN THE DESIGN CRITERIA MANUAL.

LEGEND

- BLOCK NUMBER
- FLAGS TO DENOTE WHERE STREET ADDRESS START AND END
- CONTROL MONUMENT
- PIPELINE
- EASEMENT
- BUILDING LINE

FLOOD STATEMENT

THIS TRACT IS LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, THIS IS ACCORDING TO FIRM NUMBER 4854680005E DATED SEPTEMBER 22, 1999.

BENCHMARK — EL 32.39

USGS BENCH MARK DISK (PID-AW1000), 3.3 MILES NE ALONG FM 528 FROM THE INTERSECTION OF STATE HIGHWAY 35 IN ALVIN TO THE MARK ON THE LEFT AT THE NE CORNER OF A CHAIN LINK FENCE AROUND A PHILLIPS PETROLEUM COMPANY VALVE STATION WITH HIGH PRESSURE GAS LINE, 278 FEET NE OF THE CENTER LINE OF WINDSONG STREET. THE MARK IS 2 FEET EAST FROM A WITNESS POST AND ABOUT 1 FOOT LOWER THAN THE ROAD.

TEMPORARY BENCHMARK (TBM) — EL 31.63

BOX CUT IN CURB INLET, LOCATED IN EAGLE CREEK DRIVE ROW AND AS SHOWN ON PLANS. NGVD 1929, 1978 ADJUSTED

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES TEXAS SOUTH CENTRAL.
2.) STERLING CREEK SECTION 3 WILL BE A PRIVATE SUBDIVISION.
3.) NO TREES GREATER THAN 12" IN DIAMETER EXIST IN THE COMMON AREAS OR DETENTION AREAS.

OWNER:
YELLOWSTONE HILL COUNTRY RANCHING, LLC
CHARLES GREGORY EVANS, MANAGER
770 SOUTH POST OAK LN
HOUSTON, TEXAS 77056
281-482-3034

ENGINEER:
DANIEL SCOTT ENGINEERING
SCOTT SHERIDAN, PE, R.P.L.S.
P.O. Box 1549
ALVIN,TX 77512
(281) 968-7458

DEVELOPER:
YELLOWSTONE HILL COUNTRY RANCHING, LLC
CHARLES GREGORY EVANS
770 SOUTH POST OAK LN
HOUSTON, TEXAS 77056

STERLING CREEK SECTION 3-B
(PRIVATE SUBDIVISION)

PRO-SURV
SURVEYING & MAPPING SERVICES
P.O. Box 1366
FRIENDSWOOD, TX 77549
PHONE:(281) 996-1113
FAX:(281) 996-0112
TBPLS FIRM NO. 10119300

STATE OF TEXAS
COUNTY OF GALVESTON BY:

YELLOWSTONE HILL COUNTRY RANCHING, LLC, acting by and through Charles Gregory Evans, Manager, hereinafter referred to as the Owner of the 7.9426 acre tract described in the above and foregoing plat of STERLING CREEK SECTION 3-B, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public utility easements shown hereon.

_____
CHARLES GREGORY EVANS
MANAGER

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared, Charles Gregory Evans, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC IN AND FOR GALVESTON COUNTY, TEXAS

MY COMMISSION EXPIRES: _____

CITY OF FRIENDSWOOD

This is to certify that the Planning & Zoning Commission of the City of Friendswood, Texas has approved this Final Plat of STERLING CREEK SECTION 3-B, as shown hereon.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the Planning and Zoning Commission of the City of Friendswood, Texas this _____day of _____, 2019.

_____ _____
BECKY SUMMERS, DEVELOPMENT COORDINATOR JOE MANTRANGA, CHAIRMAN

I, PATRICK DONART, P.E., C.F.M. - DIRECTOR OF PUBLIC WORKS/CITY ENGINEER of the City of Friendswood, Texas do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas, and further it complies with all of the ordinances as adopted by the City Council.

_____
PATRICK DONART, P.E., C.F.M. - DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

I, Timothy A Lesak, do hereby certify that this plat correctly represents a survey made under my supervision on the ground, in accordance with the information provided me and correctly represents the facts as found at the time of survey and is true and correct, and that all lot and block corners, angle points, and points of curvature will be properly marked with iron rods, and that the boundary closes within 1 in 10,000.

_____
Timothy A Lesak
Registered Professional Land Surveyor No. 6052

PURPOSE OF DOCUMENT: PLAT REVIEW
SURVEYOR OF RECORD: TIMOTHY A LESAK
REGISTRATION #6052
RELEASE DATE: 02/28/2019

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEW OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

STATE OF TEXAS
COUNTY OF GALVESTON

I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas do hereby certify that this written instrument was filed for record on _____, 2019, at o'clock ____.m., and duly recorded on, _____ 2019, at ____ o'clock_____ .m., in Instrument Number_____, Galveston County Map Records.

Witness My Hand And Seal of Office at Galveston, Texas the day and date last above written.

DWIGHT D. SULLIVAN County Clerk of Galveston County, Texas

BY: _____
DEPUTY

7.9426 ACRES OF LAND OUT OF A CALLED 194.21 ACRE TRACT OF LAND KNOWN AS TRACT A AND BEING RECORDED IN CLERK'S FILE NO. 2010059686, COMPRISED OF A PORTION OF LOTS 14, 15 AND 16 OF THE DAVID FAHEY SUBDIVISION RECORDED IN VOL. 118, PG. 417 AND BEING SITUATED IN THE MARY FABREAU SURVEY, A-69, SAID 7.5035 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at the Northwest corner of Sterling Creek, Section 3, recorded in Clerk's File 2017055886, Plat Records, Galveston County, Texas, said point being on the northeast line of San Joaquin Estates, Section 3, as recorded in Volume 17, Page 63, M.R.G.C.;

THENCE South 48°13′59″ East, along the Southwest line of said Sterling Creek, Section 3 and Northeast line of said San Joaquin Estates, Section 3, a distance of 823.27 feet to a 5/8 inch iron rod found for the POINT OF BEGINNING of the herein described tract;

THENCE North 41°46′01" East, along a south line of said Sterling Creek, Section 3, passing at a distance of 165.00 feet the southwest right-of-way line of Grace Crossing, based on a 60.00 foot right-of-way an continuing a total distance of 225.00 feet to a 5/8 inch iron rod found in the northeast right-of-way line of said Grace Crossing for an angle point;

THENCE North 48°13′59″ West along the northeast line of said Grace Crossing, a distance of 58.95 feet to a 5/8 inch iron rod found for a point of curvature;

THENCE northerly, along a curve to the right with a radius of 30.00 feet and a chord that bears North 03°13′38″ West, for an arc distance of 47.13 feet to a 5/8 inch iron rod found for an angle point;

THENCE North 48°13′17″ West a distance of 60.00 feet to a point for curvature;

THENCE Northerly along a curve to the right with a radius of 30.00 feet and a chord that bears North 86°44′57″ West, for an arc distance of 47.14 feet to a point in the northeast line of said Grace Crossing;

THENCE North 48°13′59″ West, a distance of 101.05 feet, to a 5/8 inch iron rod set for the most northwestern corner of herein described tract;

THENCE North 41°46′54″ East, a distance of 156.78 feet, to a set 5/8 inch iron rod;

THENCE North 48°13′06″ West, a distance of 3.96 feet, to a set 5/8 inch iron rod;

THENCE North 41°46′43″ East, along the southerly line of Restricted Reserve "B" of said Sterling Creek, Section 3, a distance of 720.00 feet, to a point for corner;

THENCE South 48°13′59″ East, a distance of 15.04 feet to a 5/8 inch iron rod found for corner;

THENCE North 41°46′43″ East, a distance of 135.00 feet to a 5/8 inch iron rod found in the westerly line of Avery Lane, based on a 60.00 foot right-of-way;

THENCE South48°13′17″ East, along said westerly line of Avery Lane, a distance of 89.96 feet to a point of curvature;

THENCE Southerly, along a curve to the right with a radius of 30.00 feet and a chord that bears South 03°13′17″ East, for an arc distance of 47.12 feet, to a point for corner;

THENCE South 48°13′17″ East, a distance of 60.00 feet, to a point for corner;

THENCE Southerly, along a curve to the right with a radius of 30.00 feet and a chord that bears North 86°46′43″ East, for an arc distance of 47.12 feet, to a point for corner;

THENCE South 48°13′17″ East, a distance of 60.04 feet, to a point for corner;

THENCE North 41°46′43″ East, at a distance of 60.00 feet passing the easterly line of said Avery lane, and continuing for a total distance of 195.00 feet to a 5/8 inch iron rod found in the westerly line of Restricted Reserve "A", of said Sterling Creek Section 3;

THENCE South 48°13′17″ East, along said Reserve "A", a distance of 44.96 feet to a 5/8 inch iron rod found for a point for corner;

THENCE South 41°46′43″ West, a distance of 1,431.72 feet, to a point for corner;

THENCE North 48°13′59″ West, a distance of 46.05 feet, returning to the POINT OF BEGINNING and containing 7.9426 acres of land, more or less.

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT'S NOTES

1. BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT RIGHT-OF-WAYS OR DRAINAGE EASEMENTS. FURTHERMORE, NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING,TREES, SPRINKLERS,UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN SAID RIGHT-OF-WAYS OR DRAINAGE EASEMENTS WITHOUT THE APPROVAL OF THE DISTRICT
2. THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNERS.
3. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
4. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.
5. PLANTINGS, FLOWER BEDS, OR OTHER LANDSCAPING IS NOT PERMITTED IN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
6. NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.
7. NO PERMANENT IMPROVEMENTS INCLUDING LANDSCAPING, PAVING, TREES, SPRINKLERS, UTILITIES, PLAYGROUND EQUIPMENT, PARK BENCHES, TABLES, SPORT FIELDS, PIERS, OR SIDEWALKS SHALL BE CONSTRUCTED WITHIN SAID RIGHT-OF-WAYS OR DRAINAGE EASEMENTS WITHOUT THE APPROVAL OF THE DISTRICT

REQUIRED CITY OF FRIENDSWOOD GENERAL PLAT NOTES AND STATEMENTS

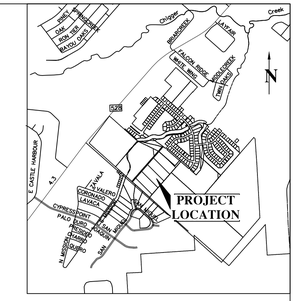
1. ROW indicates Rights-Of-Way.
2. IE&PUE indicates Ingress/Egress and Public Utility Easement.
3. SSE indicates Sanitary Sewer Easement.
4. BL indicates Building Line.
5. UE indicates Utility Easement.
6. T.N.M.P.E. indicates Texas/New Mexico Power Easement.
7. L.E. indicates Landscape Easement.
8. STM SWR ESMT indicates Storm Sewer Easement.
9. GCMR indicates Galveston County Map Records.
10. GCDR indicates Galveston County Deed Records.
11. GCCF indicates Galveston County Clerk File.
12. DE indicates Drainage Easement.
13. WLE indicates Waterline Easement.
14. POC indicates Point of Commencement .
15. POB indicates Point of Beginning.
16. PT indicates Point of Tangency
17. PC indicates Point of Curvature
18. Fire Hydrants cannot be more than 500 feet apart.
19. Addresses must be visible from the street or main parking lot.
20. All existing pipelines or pipeline easements through the subdivision have been shown.
21. For areas located in the 100 year floodplain, the finished floor elevation of all structures shall be located above base flood elevation (established by FEMA), and as prescribed in the Flood Damage Prevention Ordinance of the City of Friendswood, Texas.
22. All water and wastewater lines shall be located in the PUE unless agreed to and/or specified by the City.
23. No private easements exist.
24. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of not less than four feet and comply with Federal, State, and Local requirements.
25. No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
26. No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution pipelines as defined in Chapter 26 of the Friendswood City Code.
27. The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within the private easements; the H.O.A. shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of street lights shall be the responsibility of Texas New Mexico Power Company.
28. All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.
29. Any and all right-of-way islands located within the boundaries of this plat, even if not shown on the face of this plat, shall be maintained by the H.O.A.
30. One foot reserve dedicated to the public in fee as a buffer separation between the end and side streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street R.O.W. purposes (and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors).

APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT

_____
DIRECTOR DATE

_____
DIRECTOR DATE

NOTE: THIS IS TO CERTIFY THE ABOVE WAS SIGNED BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER HAVING REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "DRAINAGE CRITERIA MANUAL". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE(365) CALENDAR DAYS. PLEASE NOTE THIS DOES NOT NECESSARILY MEAN THAT THE PLAT HAS BEEN COMPLETELY CHECKED AND VERIFIED. THE PLAT AS SUBMITTED, WAS PREPARED, SIGNED, AND SEALED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE SURVEYING IN THE STATE OF TEXAS, WHICH CONVEYS RESPONSIBILITY AND ACCOUNTABILITY TO THAT SURVEYOR.


N
PROJECT LOCATION
E CASTLE HARBOUR
SP28
AVERY LANE
GRACE CROSSING
CHRISTOPHER
PALO DURO
ALVIN
LAKE ALVIN
ALVIN
FM 528
ALVIN
ALVIN
ALVIN

FRIENDSWOOD PLANNING & ZONING COMMISSION
AGENDA ITEM FORM

Subject: **Zone Change Request**
From Community Shopping Center (CSC) to Downtown District (DD)

Address: **1 Hatcher Lane**

Proceeding(s): **Joint Public Hearing**
Recommendation

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
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: Commercial CSC

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: Downtown District
☐ 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: 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: 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: BSummers	Application Number: PLAN-2019-0002
Date of Public Hearing: 3-4-19	Received Date: 1-10-19
Property Owner Notices: 2-22-19	Newspaper Notice: 2-11-19
	Sign on Property: 2-22-19

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.

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

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 EXECTURIX 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

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 January, 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, State of Texas
My Commission Expires
November 14, 2018

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 165.00 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;

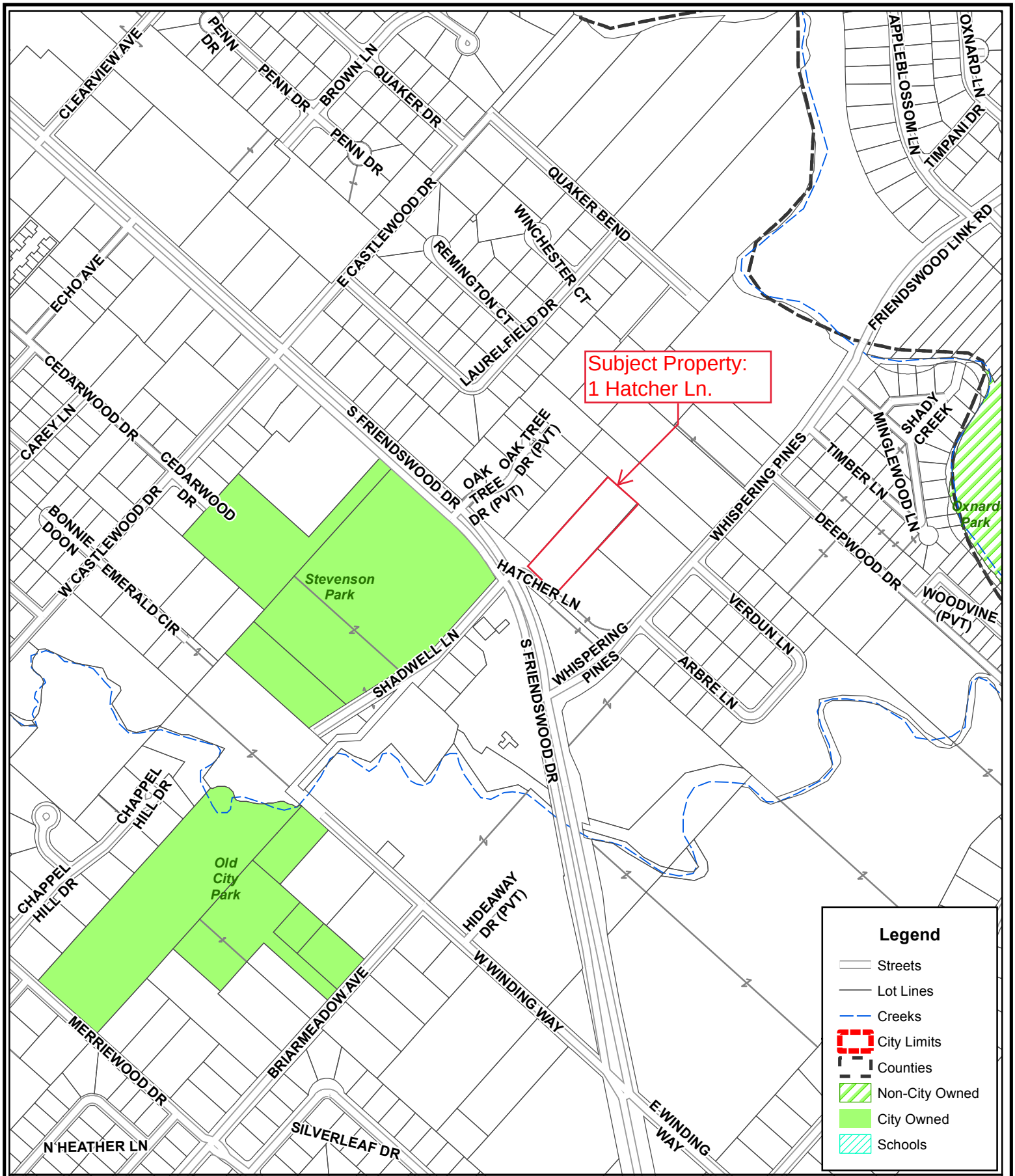
THENCE North 45 deg. 00 min. 00 sec. West along the Southwest line of said Lot 4, a distance of 165.00 feet to the PLACE OF BEGINNING.

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.

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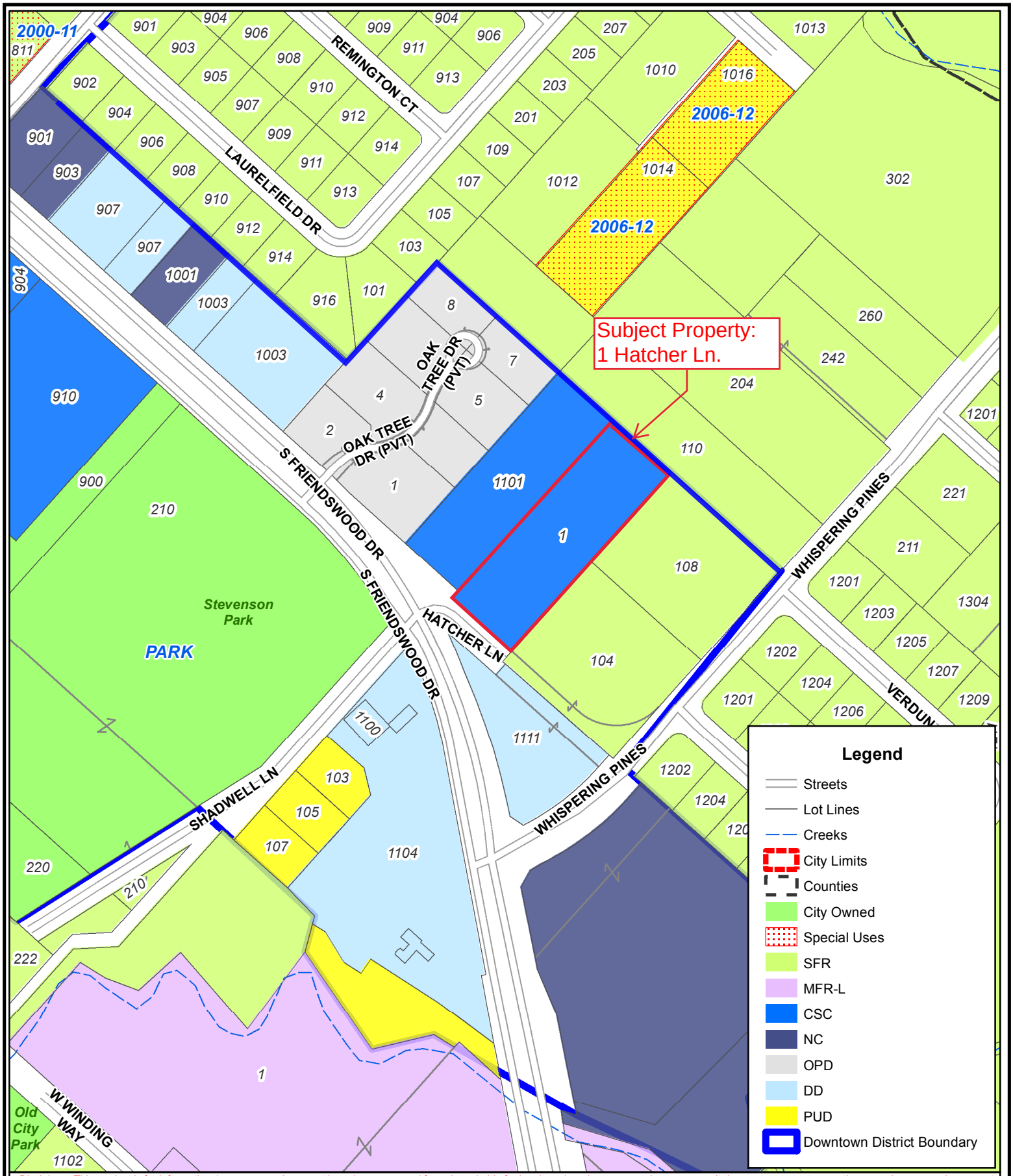
Friendswood GIS Mapping

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.

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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 eves and overhangs. The Planning and Zoning Commission may approve alternative exterior facade materials.*

Section 8. N. Downtown District

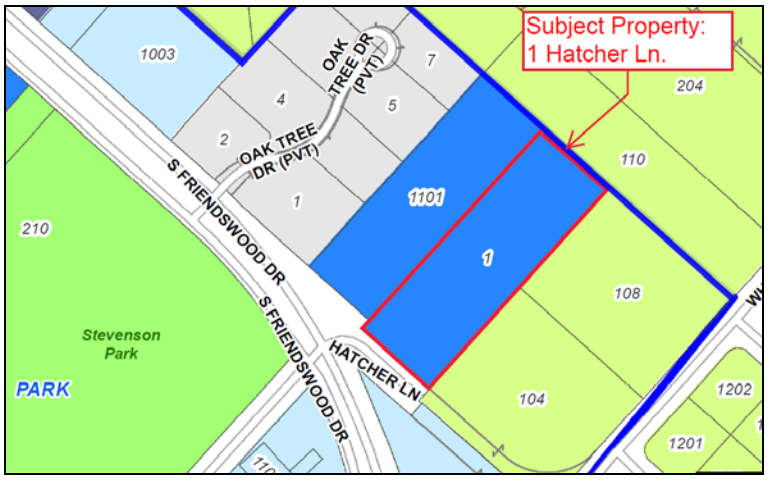
The Downtown District (DD) is intended to create a mixed use environment based on traditional neighborhood and smart growth standards. It is designed for physical flexibility with zero setbacks and allows for the redevelopment of small, existing tracts. The encouragement of a pedestrian friendly environment 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 PLANNING & ZONING COMMISSION
AGENDA ITEM FORM

Subject: **Zone Change Request**
From Single Family Residential (SFR) to Planned Unit Development (PUD)

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

Proceedings: **Joint Public Hearing**
Recommendation

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 ± 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
ww.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 Soutn of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 204 Woodlawn

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

Owner's Email Address: 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 C Brakebill Date: 12/28/2018

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

Received By: BSummers	Application Number: PLAN-2018-0062
Date of Public Hearing: 3-4-19	Received Date: 1-28-19
Property Owner Notices: 2-22-19	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
ww.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 Soutn of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Catherine 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 _____ Date: 1/22/2019

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

Received By:	BSummers	Application Number:	PLAN-2018-0062
Date of Public Hearing:	3-4-19	Received Date:	1-28-19
Property Owner Notices:	2-22-19	Newspaper Notice:	2-11-19
		Sign on Property:	2-22-19

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Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
ww.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

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

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Virginia 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: virginacleaves@sbcglobal.net

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

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

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

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

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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: BSummer	Application Number: PLAN-2018-0002
Date of Public Hearing: 3-4-19	Received Date: 1-28-19
Property Owner Notices: 2-22-19	Newspaper Notice: 2-11-19
	Sign on Property: 2-22-19

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

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

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

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

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

Owner's Mailing Address: 241 Rosebud Av

City: Corpus Christi State: TX Zip: 78404 Fax: ~~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

Application Number: PUAD-2018-0002

Received By: BSummers 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
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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 Soutn of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Melissa 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:	BSummers	Application Number:	PLAN-2018-0002
Date of Public Hearing:	3-4-19	Received Date:	1-28-19
Property Owner Notices:	2-22-19	Newspaper Notice:	2-11-19
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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 Soutn of Friendswood Lakes Blvd (to the West of West Ranch and West Blvd.)

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Cypress Creek Holdings, Ltd. Phone: 281.220.9356

Owner's Mailing Address: 614 Lindenwood Dr.

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

Owner's Email Address: dirchweems@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 Dirch Ford Weems, Pres. of Cypress Creek GP, Inc, the General Partner, a General Partner of the Partnership of Cypress Creek Holdings, Ltd. Date: 1/16/19

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

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

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Zone Change Application

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TYPE OF ZONE CHANGE (check one):

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- ☐ Planned Unit Development Option 1
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- ☐ Specific Use Permit Option 1
- ☐ Specific Use Permit Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

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

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Yellowstone Hill country Ranchins 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: BSummers	Application Number: PLAN-2018-0062
Date of Public Hearing: 3-4-19	Received Date: 1-28-19
Property Owner Notices: 2-22-19	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.

THE STATE OF TEXAS
COUNTY OF GALVESTON

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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

2011019071

5 PGS

SPECIAL WARRANTY DEED

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

STATE OF TEXAS X

X KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF GALVESTON X

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

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

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

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

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

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

GRANTORS

JANET CLEAVES ACORD

Janet Cleaves Acord

Janet Cleaves Acord

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

Janet Cleaves Acord, Trustee

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

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

Janet Cleaves Acord, Trustee

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

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

Janet Cleaves Acord trustee

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

Address of Grantee

Cypress Creek Holdings, Ltd.

614 Lindenwood Drive

Houston, Texas 77024

STATE OF TEXAS X

X

COUNTY OF HARRIS X

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

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

Notary Public, State of Texas

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

After recording, please return to:

Dinah Weems

614 Lindenwood Drive

Houston, Texas 77024

EXHIBIT "A"

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

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

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

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

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

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

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2011019071

April 14, 2011 01 27 31 PM

FEE $32 00

Dwight D Sullivan, County Clerk

Galveston County, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Hunt §
§

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

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

0475309 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Parther

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

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

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

PAID

0475688 01
004092-000000

Exhibit "A"

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By: _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

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

0475682 01
004092-000000

Exhibit "A"

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

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THENCE 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 §

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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, 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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____ Managing Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

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

PAID

0475686 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgle

2004 JUL 09 09:51 AM 2004045578
KERN_S $15.00
Mary Ann Dalgle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

PAID

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

0475681.01
004092-000000

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045580
KERN_S $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Hilas §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

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

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

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

0444562 01
000344-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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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 _____ Managing Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

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

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

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

0475311 01
004092-000000

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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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 _____ Manag Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

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

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

After recording, please return to: AID
Jennifer M. Elskes
Chamberlain, Hrdlicka, White, Williams & Martin
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Houston, TX 77002

0475493 01
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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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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 _____ Manag Partner
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Wilcox §

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

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

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Notary Public, State of Texas
My Commission Expires
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PAID

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Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
COUNTY OF Weld §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

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

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

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

0475672 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2004 JUL 09 09:51 AM 2004045585
KERN_S $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10 00) cash and other good and valuable consideration in hand paid by VIRGINIA PARRISH CLEAVES (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 1 2110% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

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

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

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

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

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

GRANTOR:

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Hidalgo §

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

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

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

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

0475682 01
004092-000000

Exhibit "A"

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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 2004045586
KERN_S $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Wheeler §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

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

0475680 01
004092-000000

Exhibit "A"

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

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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 2004045587
KERN_8 $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10 00) cash and other good and valuable consideration in hand paid by CATHERINE CLEAVES MAHON (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 1.21100% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

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

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

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

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

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

GRANTOR

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R Cleaves, Managing Partner

Address of Grantee:
Catherine Cleaves Mahon
1605 Rabb Road
Austin, Texas 78704

THE STATE OF TEXAS §
§
COUNTY OF Nueces §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

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

0475495 01
004092-000000

Exhibit "A"

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

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

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

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

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

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

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

SPECIAL WARRANTY DEED

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

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

THAT WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10 00) cash and other good and valuable consideration in hand paid by VIRGINIA PARRISH CLEAVES, as Trustee of the MELISSA CLEAVES BENSON 1993 EXEMPT TRUST (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby expressly acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee an undivided 3 76830% of Grantor's undivided one-half (1/2) interest in and to the property described on Exhibit "A" attached hereto and by this reference incorporated herein for all purposes, together with all improvements situated thereon ("Subject Property")

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

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

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

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

GRANTOR.

WILBUR S CLEAVES FAMILY LIMITED PARTNERSHIP

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

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

THE STATE OF TEXAS §
COUNTY OF Hueco §
§

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

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

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW

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

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

After recording, please return to:

PAID

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

0475673 01
004092-000000

Exhibit "A"

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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 2004045589
KERN_S $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

GRANTOR

WILBUR S. CLEAVES FAMILY LIMITED PARTNERSHIP

By _____
Wilbur R. Cleaves, Managing Partner

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

THE STATE OF TEXAS §
§
COUNTY OF Wilson §

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

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

STAMP NAME AND EXPIRATION
DATE OF COMMISSION BELOW

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

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

PAID

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

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_S $15.00
Mary Ann Daigle ,COUNTY CLERK
GALVESTON, TEXAS

GF# 1873-10-1065
American Title Co.
349 E Parkwood 281-996-8839
Friendswood, TX 77546

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

17 PGS

2010059686

SPECIAL WARRANTY DEED

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

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

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

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

This Deed is subject to the following terms and provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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

GRANTOR

ESTATE OF GEORGE A BOFYSIL, JR

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

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

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

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

_____
Notary Public

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

(Seal and Expiration Date)

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

_____
Notary Public

HOU 3059373 5

GRANTEE.

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

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

(Seal and Expiration Date)

PAULINE JOHNSON
My Commission Expires
December 14, 2012

Pauline Johnson
Notary Public

RETURN TO

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

LIST OF EXHIBITS·

Exhibit A – Property Description
Exhibit B – Permitted Encumbrances

HOU 3059373 5

EXHIBIT A

Property Description

TRACT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT"B"

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

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

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

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

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

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

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

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

EXHIBIT B

Permitted Encumbrances

As to Tract A

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

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

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

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

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

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

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

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

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

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

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

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

As to Tract B

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

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

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

As to Tracts A and B

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

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

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

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

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

c Overhead electric, towers and guy anchors affecting Tract 1

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

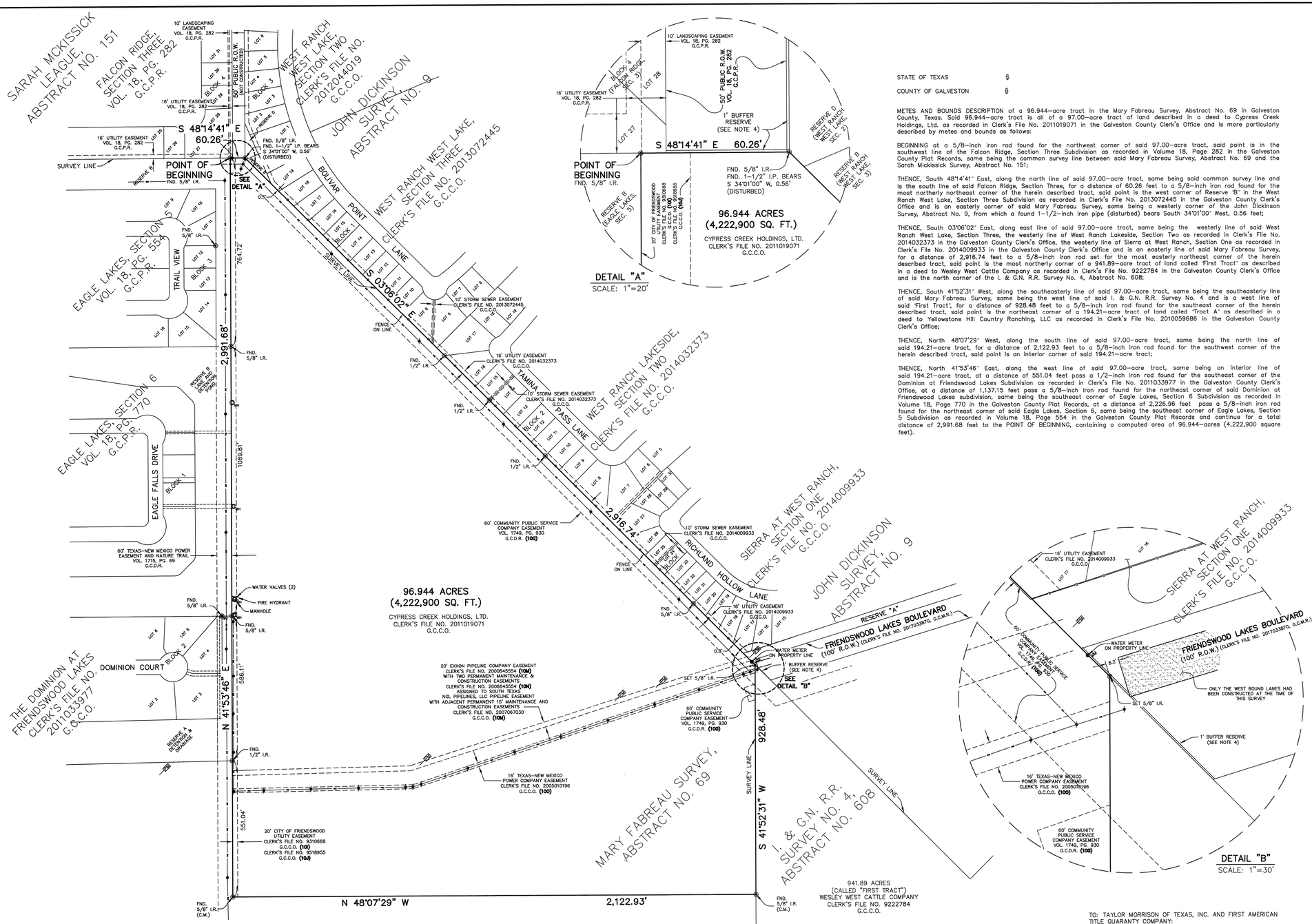
2010059686

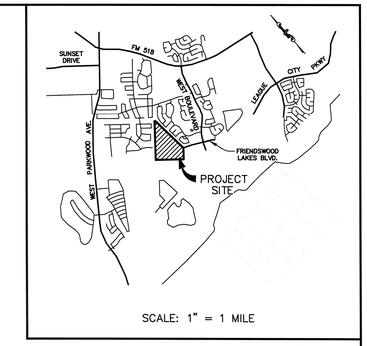
December 01, 2010 01 41 12 PM

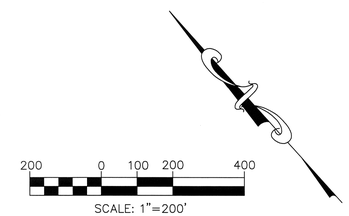
FEE $76 00

Mary Ann Daigle, County Clerk

Galveston County, TEXAS







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).

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
PM	ENTERPRISE PIPELINE MARKER
FH	FIRE HYDRANT
MH	MANHOLE
	POWER POLE
WV	WATER VALVE
WM	WATER METER
OHE	OVER–HEAD ELECTRICAL
	WOOD FENCE
	CONCRETE PAVING

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY, LTD., G.F. # TMH–TX–1875282LA, HAVING AN EFFECTIVE DATE OF JULY 23, 2018.

3. THE SOUTH TEXAS NGL PIPELINES, LLC EASEMENT RECORDED IN CLERK'S FILE NO. 2007067030 WAS PREVIOUSLY ASSIGNED BY CLERK'S FILE NO.'S 9913848, 2000064554 **(10N)** 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 PLATTING OF THE SUBJECT TRACT.

5. FENCELINE DIMENSIONS SHOWN HEREON ARE SHOWN ON THE SIDE OF THE PROPERTY LINE THAT THE FENCES ARE ON.

6. ALL SET RODS HAVE PLASTIC CAPS STAMPED "WILSON SURVEY GROUP".

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.

STATE OF TEXAS REGISTERED MICHAEL D. WILSON 4821 PROFESSIONAL LAND SURVEYOR

COPYRIGHT 2018, THE WILSON SURVEY GROUP, INC

08/02/18	DATE SURVEYED	C.L.H.

THE WILSON SURVEY GROUP
PROFESSIONAL LAND SURVEYORS
2006 E. BROADWAY PEARLAND, TEXAS
(281) 485–3991 T.B.P.L.S. FIRM NO. 10014900

TAYLOR MORRISON OF TEXAS, INC.

ALTA / NSPS LAND TITLE SURVEY OF A 96.944 ACRE TRACT IN THE MARY FABREAU SURVEY, ABSTRACT NO. 69, GALVESTON COUNTY, TEXAS

CAD FILE	18–148.DWG
PLOT DATE	08/03/18
DWN	C.L.H.
CKD	M.D.W.
APPD	M.D.W.
SCALE	1"=200'
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:

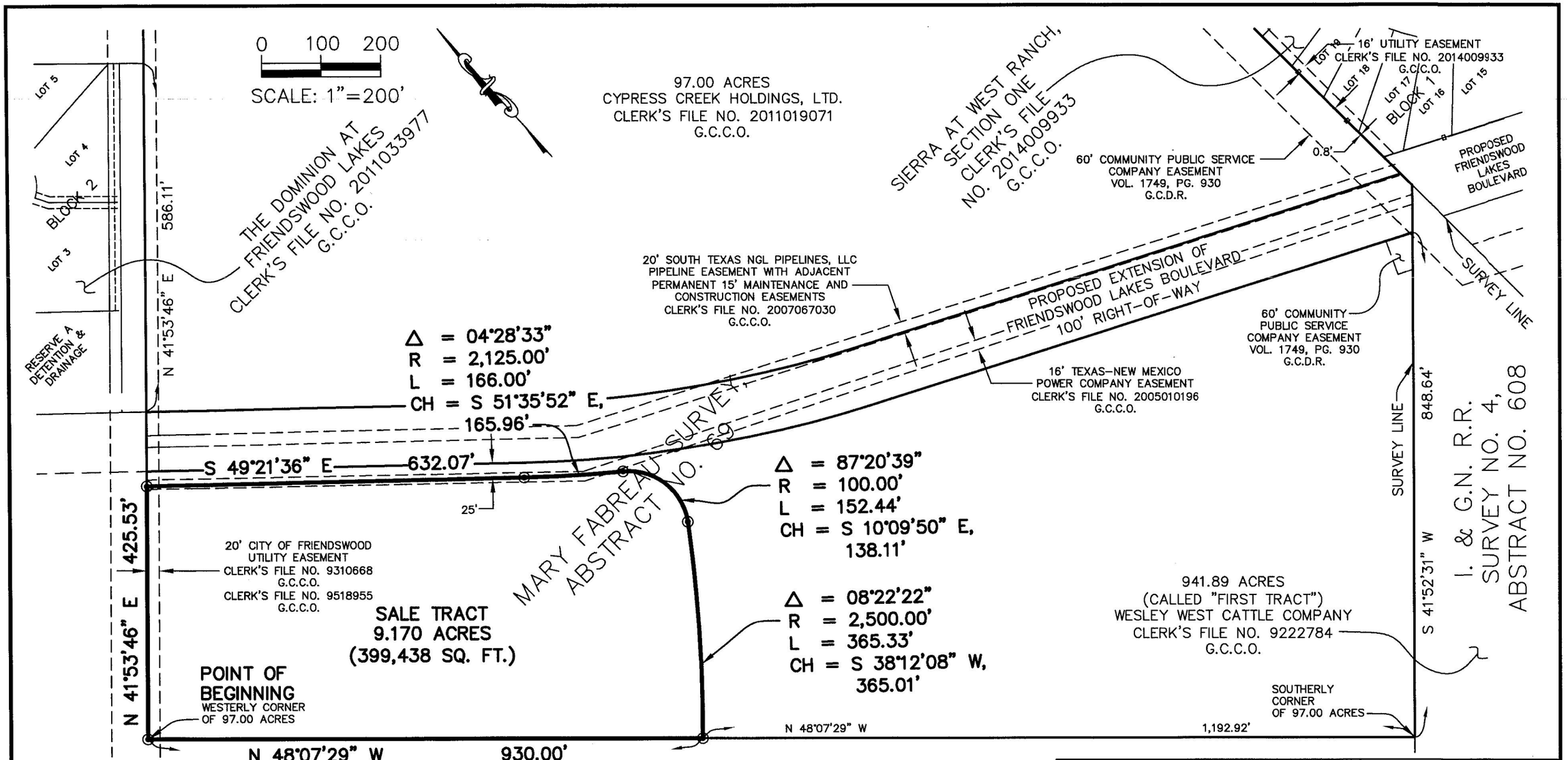
1. Bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone.
2. A separate survey plat has been prepared in connection with this metes and bounds description.
3. All set rods were set with cap stamped "Wilson Survey Group"
4. At the time of this survey, the subject tract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

STATE OF TEXAS
REGISTERED
MICHAEL D. WILSON
4821
PROFESSIONAL
LAND SURVEYOR



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 AC).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;

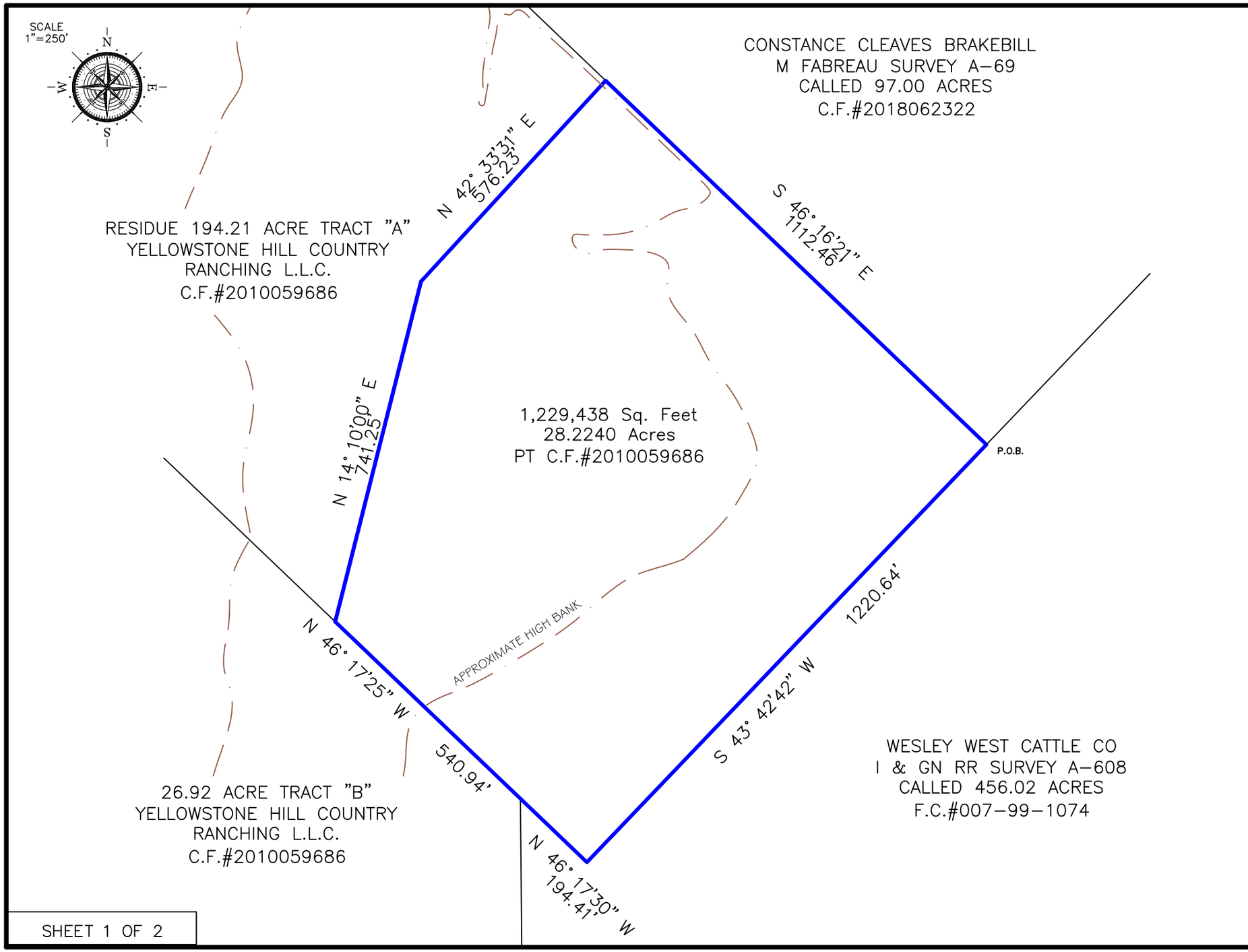
THENCE, South 49°21'36" East, 25-feet south of and parallel to the proposed southwesterly line of Friendswood Lakes Boulevard (based on a width of 100-feet) and along the northeasterly line of the herein described tract for a distance of 632.07 feet to the point of curvature of a curve to the left;

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;

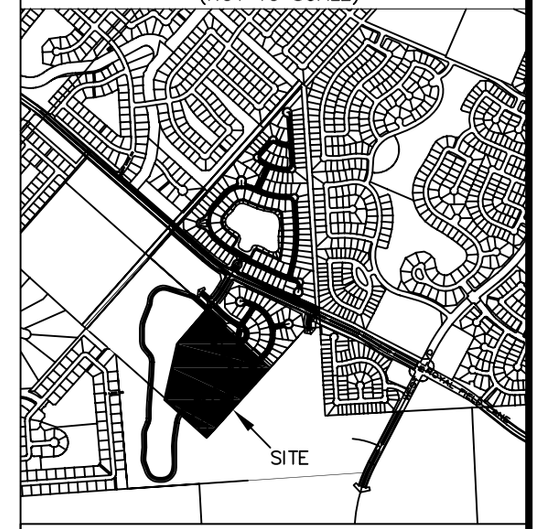
THENCE, North 48°07'29" West, along the southwesterly line of said 97.00-acre tract, same being the northeasterly line of said 194.21-acre tract, for a distance of 930.00 feet to the POINT OF BEGINNING, containing a computed area of 9.170-acres (399,438 square feet).



SHEET 1 OF 2

THIS SKETCH IS INCORPORATED BY REFERENCE AS A BOUNDARY EXHIBIT

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 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#PS1901108

PRO-SURV
SURVEYING AND MAPPING
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T.B.P.L.S. FIRM #10119300
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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;

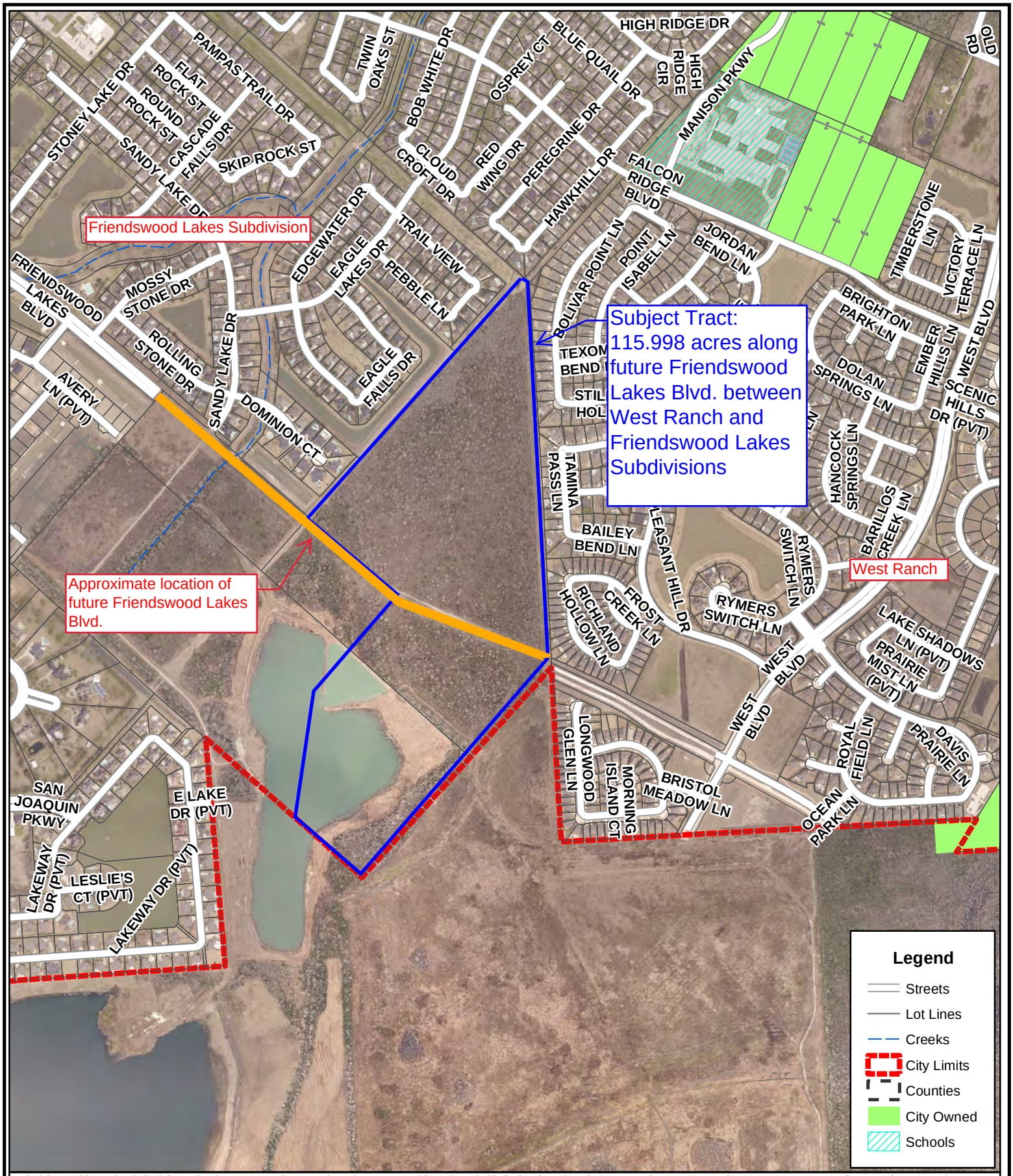
THENCE NORTH 42°33'31" EAST, A DISTANCE OF 576.23 FEET TO A POINT IN THE NORTHEAST PROPERTY LINE OF SAID 194.21 ACRE TRACT, ALSO BEING THE SOUTHWEST PROPERTY LINE OF SAID BRAKEBILL TRACT;

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,

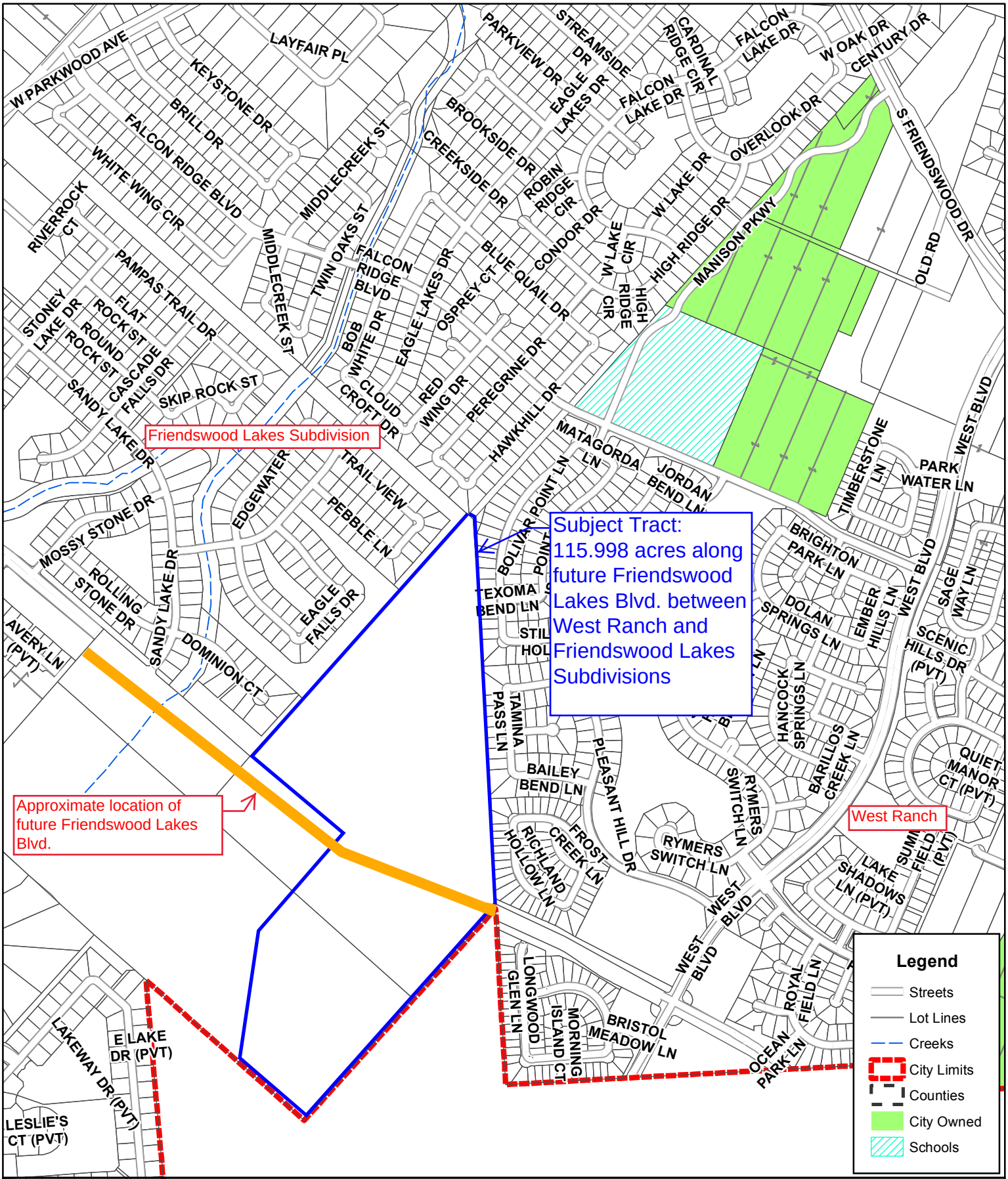


Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user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

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

Friendswood GIS Mapping

1 " = 945 '



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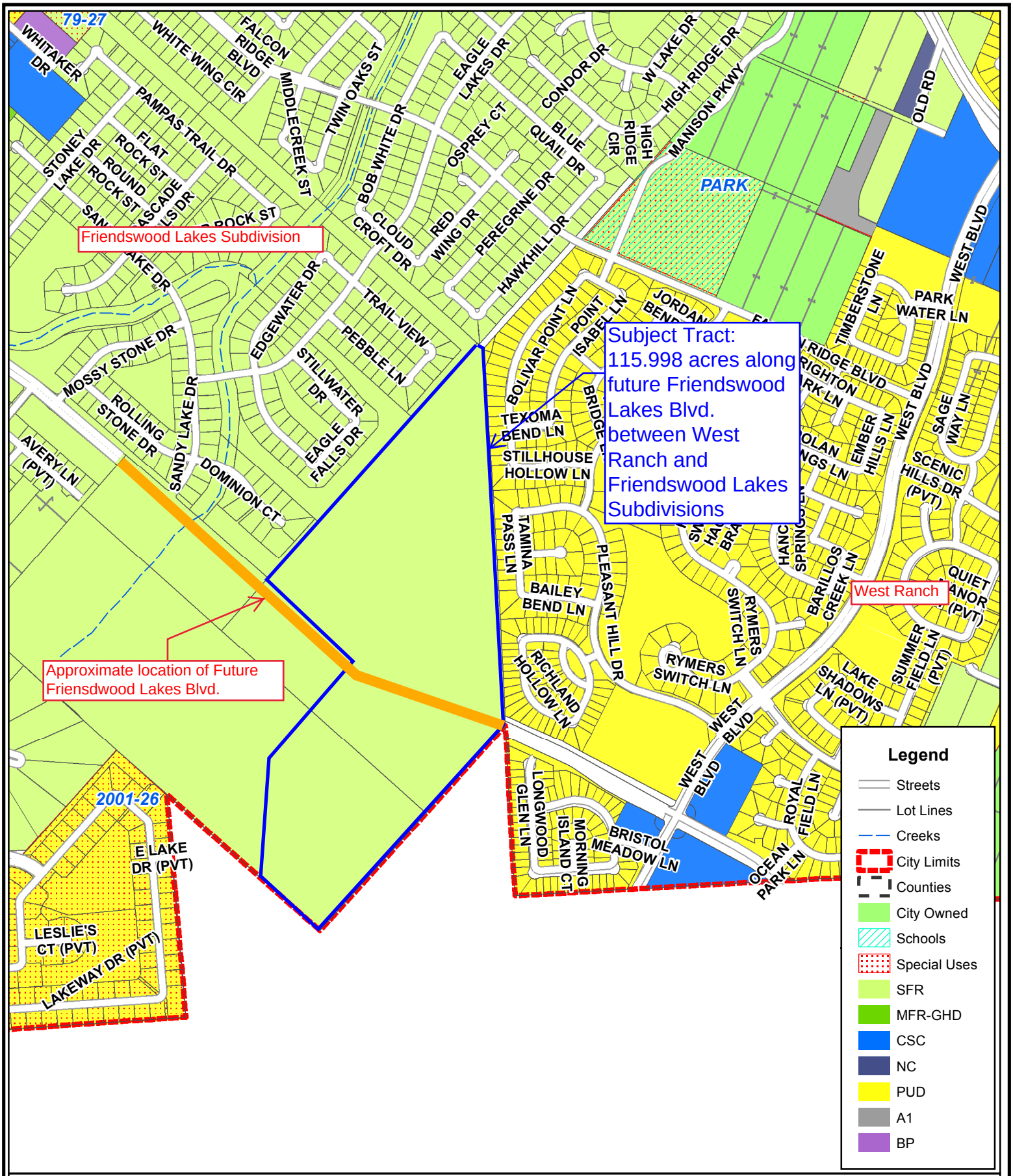

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Friendswood, Texas 77546
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Friendswood GIS Mapping

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;

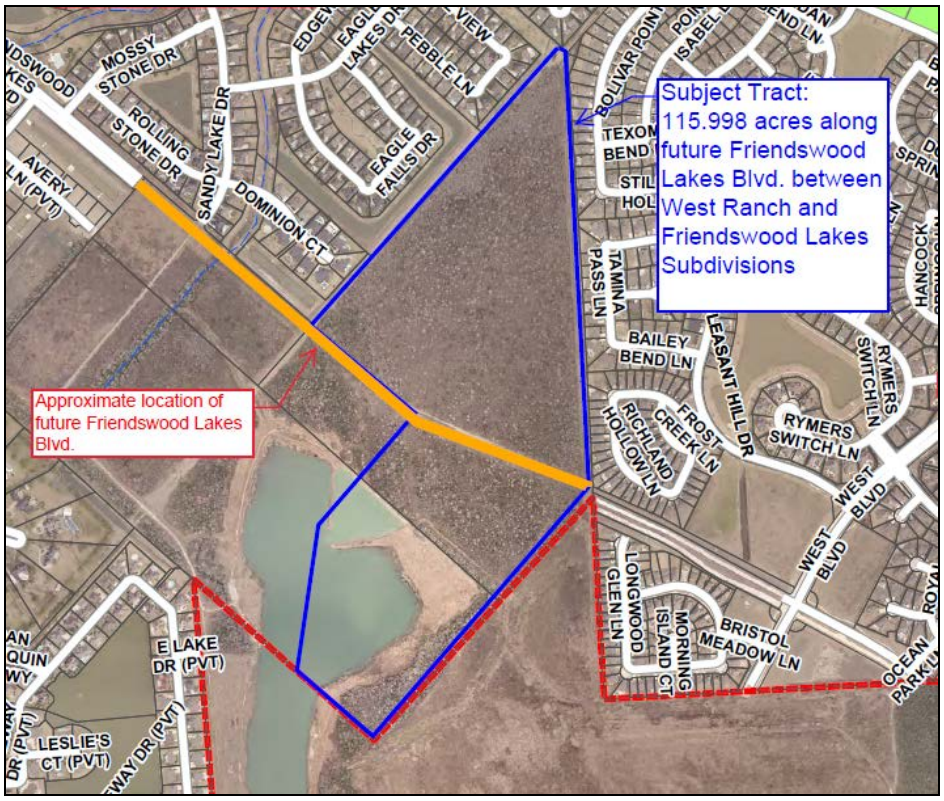
5. To protect and enhance the aesthetic and visual qualities of development;

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:

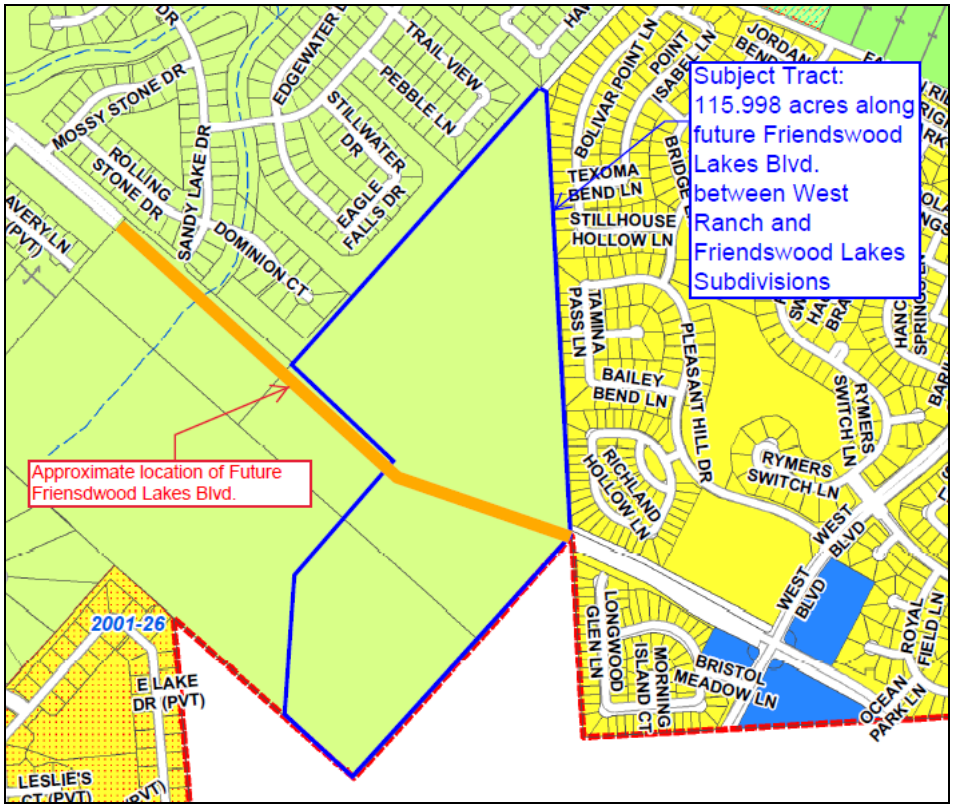
The site is currently undeveloped and lies between West Ranch Subdivision and Friendswood Lakes Subdivision along the future route of Friendswood Lakes Boulevard.



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:

META
PLANNING + DESIGN

24275 Katy Freeway, Suite 200
Katy, TX 77494

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- b. Location and Existing Conditions

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- a. Character of Community
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- 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 ± 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
   1. On lots that back up to a lake or detention area, the rear property line will extend to the lake edge.
   2. A drainage easement will be established at the rear of the lots for the required maintenance berm of the pond. Buildings, fences, and other structures, plantings, flower beds and other landscaping are not permitted in drainage easements
3) Cul de Sacs and knuckles
   1. Cul de sacs must have a minimum of a sixty (60) foot right of way radius.
   2. Cul de sacs must not exceed 900 feet when measured along the centerline from the nearest intersection. However, the following condition applies:
      a. Adequate water pressure for potable water needs and firefighting capabilities shall be provided
4) Points of Access

1. Any development over seventy five (75) lots must have two points of access.
    a. A second point of access may be provided thru the following methods
        i. Public or private right of way
        ii. Boulevard entrance
        iii. An access easement with a crash gate and connecting to public right of way with approval from the Fire Marshal.

5) Gated Development
    1. A gated community is permitted, subject to all applicable standards. In a gated community, all the streets will be private.
6) Lake/Detention Maintenance
    1. 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 of 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

META PLANNING + DESIGN
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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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