

NOTICE OF A SPECIAL AND REGULAR MEETING OF THE CITY OF FRIENDSWOOD PLANNING AND ZONING COMMISSION, TO BE HELD MONDAY, AUGUST 6, 2018, BEGINNING AT 7PM, IN THE COUNCIL CHAMBERS AND IMMEDIATELY FOLLOWING IN THE 2nd FLOOR CONFERENCE ROOM AT CITY HALL LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS

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 change request for a tract of land containing .6804 acres situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of “Reserve A” of Forest Creek Subdivision also known as 4203 Friendswood Link Rd., to change from Neighborhood Commercial (NC) to Neighborhood Commercial with a Specific Use Permit (NC/SUP) to allow NAICS Use #713940 Fitness and Recreational Sports Centers**
 - B. **Zone change request for a .3337 acre tract of land in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2 Friendswood Subdivision, also known as 315 S. Friendswood Drive, to change from Light Industrial (LI) to Downtown District (DD)**
3. Adjournment

Regular Meeting (2nd floor conference room immediately following 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.)

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. Consideration and possible action regarding **a zone change request for a tract of land containing .6804 acres situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of “Reserve A” of Forest Creek Subdivision also known as 4203 Friendswood Link Rd., to change from Neighborhood Commercial (NC) to Neighborhood Commercial with a Specific Use Permit (NC/SUP) to allow NAICS Use #713940 Fitness and Recreational Sports Centers**
4. Consideration and possible action regarding **a zone change request for a .3337 acre tract of land in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2 Friendswood Subdivision, also known as**

315 S. Friendswood Drive, to change from Light Industrial (LI) to Downtown District (DD)

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

Thursday, August 16, 2018

Thursday, September 6, 2018

Monday, September 10, 2018 – JPH with City Council

Consider moving September 6 meeting to September 10

Thursday, September 20, 2018

6. Communications from the Commission

- a. Commissioners

Suggestions for future agenda items and general comments; updates from liaison assignments

- b. Staff

Nothing at this time

7. Adjournment

Friendswood Link Health and Wellness Center

4203 Friendswood Link Rd.

Zone change request to change from Neighborhood Commercial to Neighborhood Commercial/Specific Use Permit to allow NAICS #713940 Fitness and Recreational Sports Centers

SUMMARY / ORIGINATING CAUSE

The property owner is proposing to demolish the old car wash building that currently exists on the property and construct a new cross fit/fitness facility providing exercise programs and nutritional guidance. A small, telecommunication building is also located near the back of the property and will remain. The new, proposed use, NAICS Use 713940, Fitness and Recreational Sports Centers, requires a Specific Use Permit (SUP) in the Neighborhood Commercial (NC) zoning district. Other than the landscape recommendation listed below, the proposed development meets the zoning district requirements of the NC zoning district.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as retail. Redevelopment of this site would be a significant improvement to the area. It is located between a daycare and the AMCAP building, which was recently redeveloped.

RECOMMENDATIONS

The subject property backs up to residential zoned property, which requires screening inclusive of an 8-foot opaque fence and a 10-foot landscape buffer with a tree every 25 feet. As indicated on the Landscape Plan, staff is recommending allowing the property owner to keep existing trees at the rear of the property and count those as the buffer screening trees. The existing, class 3 trees are located in a utility easement. Planting new class 1 or class 2 trees could disturb the area and root systems would be too large. Additionally, the trees are already full size and provide more screening than new trees would provide.

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

ATTACHMENTS

[Application](#)
[Deed](#)
[Metes and bounds description](#)
[Aerial Map](#)
[Location Map](#)
[Zoning Map](#)
[Rezoning Report](#)
[Cover Sheet](#)
[Site plan](#)
[Building elevations](#)
[Photometric plan](#)
[Tree Survey](#)
[Landscape Plan](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: NC

TYPE OF ZONE CHANGE (check one):

☐ Land Use Change to Zone: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 713940

PROPERTY IDENTIFICATION:

Address: 4203 FRIENDSWOOD LINK Rd.

Platted Land – Plat Name: FOREST CREEK Lot: Reserve A2 Block: 2

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: ALIGAR HOLDINGS I, LLC Phone: 713.598-2247

Owner's Mailing Address: 4327 PEASE ST.

City: HOUSTON State: TX Zip: 77023 Fax: _____

Owner's Email Address: aparker@palomaresources.com

AGENT'S NAME: BEN SUNDIN Phone: 713 781 5262

Agent's Mailing Address: 2000 BERING DRIVE #410

City: HOUSTON State: TX Zip: 77057 Fax: _____

Agent's Email Address: bsundin@ovarc.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: Alia Barker Date: 6/26/18

Agent's Signature: [Signature] Date: 6/26/18

Received By: <u>B Sumner</u>	Application Number: <u>2018-0021</u>
Date of Public Hearing: <u>8-6-18</u>	Received Date: <u>6-29-18</u>
Property Owner Notices: <u>7-27</u>	Newspaper Notice: <u>7-16</u>
	Sign on Property: <u>7-27</u>

RECORDED BY
SOUTH LAND TITLE, LLC
GF# PL17512642

GENERAL WARRANTY DEED

Recorded Electronically
ID RP-2017-447281
County Harris
Date 11/13/17 Time 9:44am
Simplifile.com 800-460-5657

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: November 10, 2017

Grantor: EASTWOOD HOLDINGS, LLC, a Texas limited liability company

Grantor's Mailing Address: P.O. Box 656 Pearland, TX 77588

Grantee: ALIGAR HOLDINGS I, LLC, a Texas limited liability company

Grantee's Mailing Address: 4327 Pease Street Houston, TX 77023

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being a tract of land containing 0.6804 acres (29,639 square feet), more or less, situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50, of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132537 and all of a 5916 square foot tract of land conveyed unto David Holle, et al, by deed recorded in County Clerk's File No. U 132538, both of the Official Public Records of Harris County, Texas. Said 0.6804 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron, rod in the Southeast right-of-way line of Friendswood Webster Road (a.k.a. Friendswood Link Road) (100.00 feet wide) for the Northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the Southeast right-of way line of Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 100.00 feet a found 1/2-inch iron rod for the Northwest corner and POINT OF BEGINNING of said tract herein-described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a found 1/2-inch iron rod in the Southeast line of said Reserve "A" for the Northeast corner of said tract herein described;

THENCE South 42° 20' 46" West with the Southeast line of said Reserve, "A", a distance of 125.00 feet to a found 1/2-inch iron rod for the Southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 1/2-inch iron rod in the Southeast right-of-way line of said Friendswood Webster Road in the Northwest line of said Reserve "A" for the Southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the Southeast right-of-way line of said Friendswood Webster Road and the Northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Reservations from Conveyance:

NONE

Exceptions to Conveyance and Warranty:

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

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The contract between Grantor, as seller, and Grantee, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

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

EASTWOOD HOLDINGS, LLC

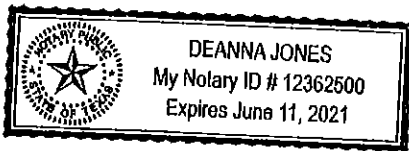
BY: _____

TRACY BYAS, Manager

STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 10th day of November, 2017, by TRACY BYAS, as the Manager of EASTWOOD HOLDINGS, LLC, a Texas limited liability company, on behalf of said company.



Notary Public – State of Texas
Notary's Printed Name: Deanna Jones
My Commission Expires: 6-11-2021

RP-2017-497781
Pages 4
11/13/2017 09:44 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-497781

**DESCRIPTION OF A TRACT OF LAND CONTAINING
0.6804 ACRES (29,639 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK SURVEY, ABSTRACT 549
HARRIS COUNTY, TEXAS**

Being a tract of land containing 0.6804 acres (29,639 square feet), situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 50 of the Map Records of Harris County, Texas, and being all of a 0.5445 acre tract of land conveyed unto David Holle et al by deed recorded in County Clerk's File No. U132537 and all of a 5916 square foot tract of land conveyed unto David Holle et al by deed recorded in County Clerk's File No. U132538, both of the Official Public Records of Harris County, Texas. Said 0.6804-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod in the southeast right-of-way line of Friendswood-Webster Road (a.k.a. Friendswood-Link Road)(100.00 feet wide) for the northwest corner of said Reserve "A";

THENCE South 41° 49' 57" West with the southeast right-of-way line of Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 100.00 feet to a set "X" in concrete for the northwest corner and POINT OF BEGINNING of said tract herein described;

THENCE South 47° 39' 14" East, a distance of 236.67 feet to a point in the southeast line of said Reserve "A" for the northeast corner of said tract herein described, from which a found 1-inch iron pipe bears South 50°21' East, a distance of 1.0 feet;

THENCE South 42° 20' 46" West with the southeast line of said Reserve "A", a distance of 125.00 feet to a found 5/8-inch iron rod for the southeast corner of said tract herein described;

THENCE North 47° 39' 14" West, a distance of 236.56 feet to a found 5/8-inch iron rod in the southeast right-of-way line of said Friendswood-Webster Road, in the northwest line of said Reserve "A" for the southwest corner of said tract herein described;

THENCE North 41° 49' 57" East with the southeast right-of-way line of said Friendswood-Webster Road and the northwest line of said Reserve "A", a distance of 125.00 feet to the POINT OF BEGINNING and containing 0.6804 acres (29,639 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey I, Inc. (Firm Registration No. 100758-00) dated May 22, 2018, job number 6-64398-18.

Survey I, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382





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.

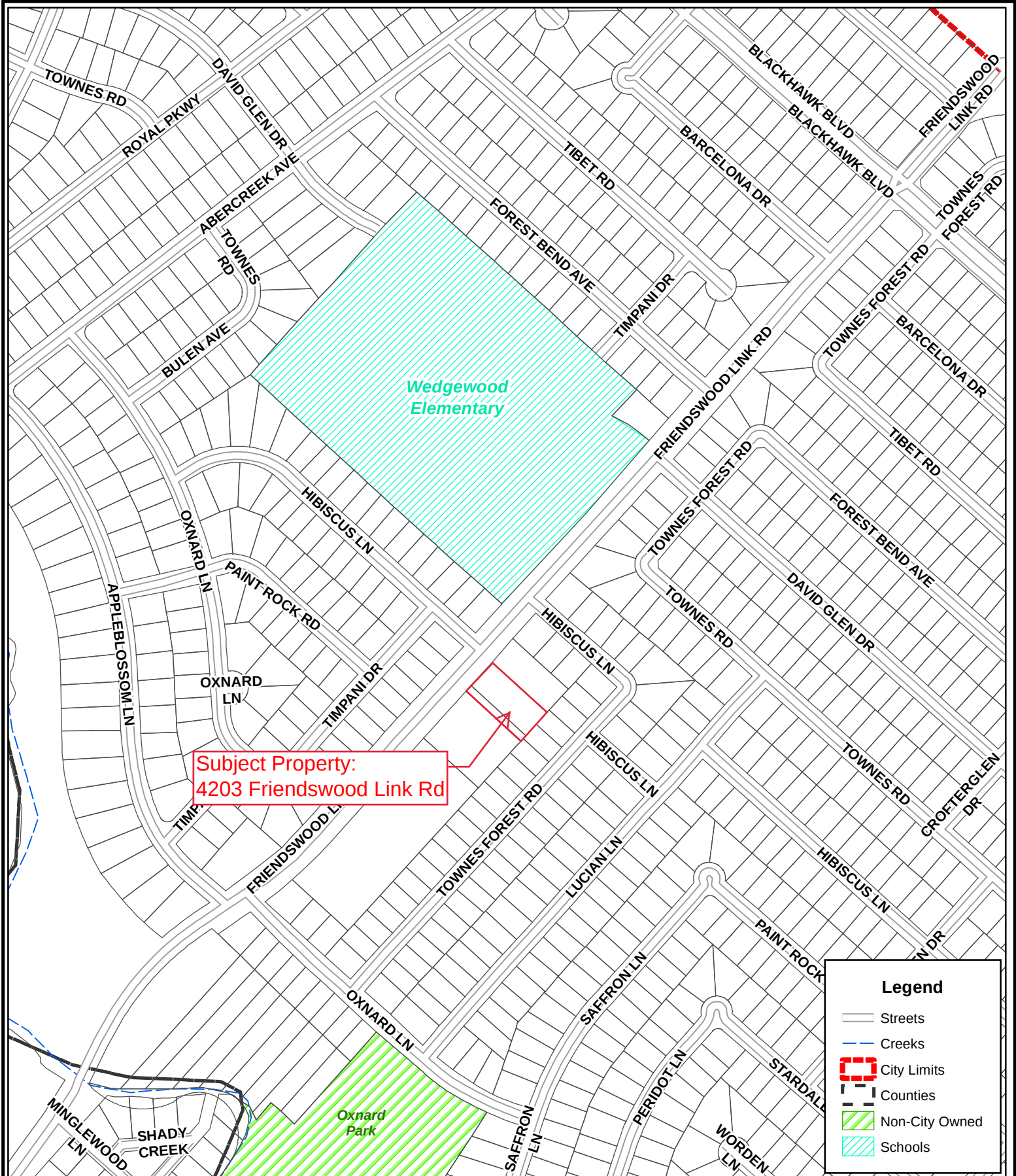


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 100'



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Friendswood GIS Mapping



1" = 400'



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Friendswood GIS Mapping



1" = 200'

Rezoning Report

July 2018

Project: Friendswood Link Health and Wellness Center

Address: 4203 Friendswood Link Road

Legal: Being a tract of land containing 0.6804 acres situated in the Sarah McKissick Survey, Abstract 549, Harris County, Texas, being out of Reserve "A" of Forest Creek Subdivision.

Request: Zone classification change from Neighborhood Commercial (NC) to Neighborhood Commercial with a Specific Use Permit (NC/SUP) for NAICS Use: #713940 Fitness and Recreational Sports Centers

The proposed project will include a fitness center providing exercise programs and nutritional guidance.

Applicable Zoning Ordinance Excerpts

Appendix C – Zoning Ordinance

Section 9.G. Specific use permits:

1. **Purpose.** This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.
5. **Conditions for approval.** A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan.
6. **Additional conditions.** In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.

Existing Use/Site Attributes:

The existing site contains a vacant car wash to be demolished. The property also hosts a telecommunication facility in the rear that will be maintained.



City of Friendswood GIS Aerial Map

Zoning History:

The current zoning of the property is Neighborhood Commercial (NC).

Adjacent Zoning/Land Use:

The tracts on either side of the subject property are both zoned Neighborhood Commercial (NC). The property abutting the rear property line is zoned Single Family Residential (SFR). An 8-foot, opaque fence plus a 10-foot landscape buffer are required to separate uses.



City of Friendswood Zoning Map

Platting Analysis:

The subject property is part of the Forest Creek Subdivision Plat. The tract will need to be replatted as it is currently part of Reserve A in the Forest Creek Subdivision that has been sold by metes and bounds.

Planning Analysis:

The Zoning Ordinance/Permitted Use Table requires a Specific Use Permit for NAICS Use 713940 in Neighborhood Commercial.

NAICS Use 713940 is described as “engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports.”

Illustrative Examples:

Aerobic dance or exercise centers, ice or roller skating rinks, gymnasiums, swimming or wave pools, physical fitness centers, handball, racquetball, or tennis club facilities.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Retail.

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

The property is required to provide on-site detention for any additional impervious cover.

Utilities:

City water and sewer services are existing at the site. Impact fees and meter fees will be charged for any increase in connection size, pro-rated.

Access:

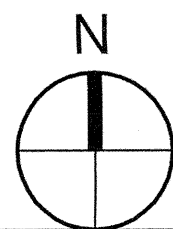
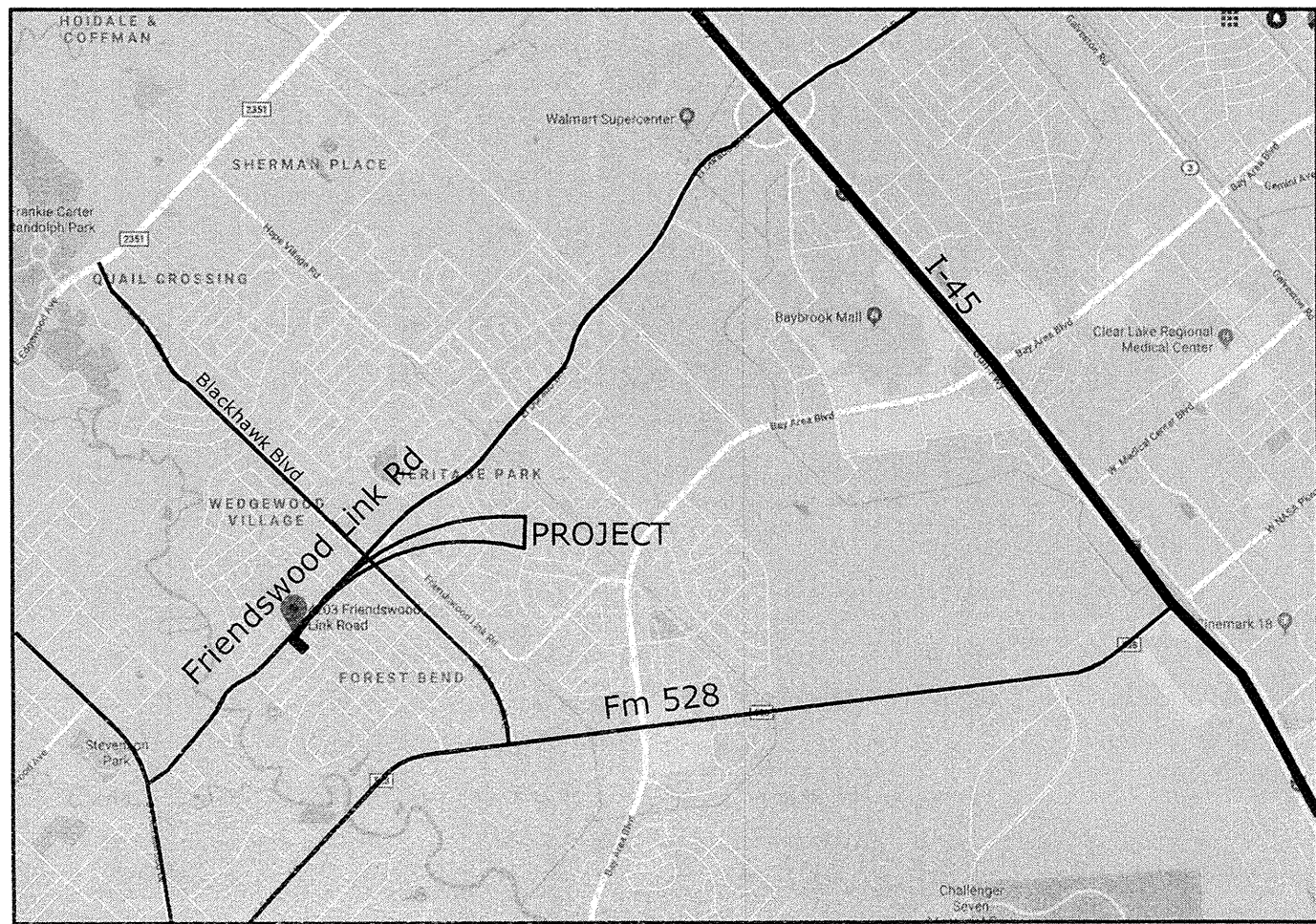
The project has direct access to Friendswood Link Road (100-foot right-of-way), which in turn connects to FM 518 and Blackhawk Blvd.

Park/Open Space:

The proposal is a commercial development and will not affect the park system.

FRIENDSWOOD LINK HEALTH & WELLNESS CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS



VICINITY MAP
1" = 2000'

CODE INFORMATION

APPLICABLE CODE:

- BUILDING CODE - 2012 INTERNATIONAL BUILDING CODE
- ACCESSIBILITY - 2012 TEXAS ACCESSIBILITY STANDARD
- FIRE CODE - 2012 INTERNATIONAL FIRE CODE W/ CITY AMENDMENTS
2012 NFPA LIFE SAFETY 101
- ENERGY CODE - 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- ELECTRICAL - 2011 NATIONAL ELECTRICAL CODE
- MECHANICAL - 2012 UNIFORM MECHANICAL CODE
- PLUMBING - 2012 UNIFORM PLUMBING CODE

TEXAS WINDSTORM INLAND 2 ZONE
CITY OF FRIENDSWOOD CODE OF ORDINANCES

OCCUPANCY - A3
CONSTRUCTION TYPE - VB
NON SPRINKLERED

OWNER

ALIGAR HOLDINGS I, LLC
4327 PEASE STREET
HOUSTON, TEXAS 77023
PHONE: (713) 598-2247

ALICE PARKER
APARKER@PALOMARESDOURCES.COM

ARCHITECT

OSBORN & VANE ARCHITECTS, INC.
2000 BERING DRIVE, SUITE #410
HOUSTON, TEXAS 77057
PHONE: (713) 781-5262
FAX: (713) 781-5347
BEN SUNDIN, AIA
BSUNDIN@OVARC.COM

CIVIL ENGINEER (CONSULTANT TO OWNER)

SHELMARK ENGINEERING, LLC
921 FM 517 ROAD EAST
DICKINSON, TEXAS 77539
PHONE: (409) 935-9986
EDGARD FIGUEROA
EFIGUEROA@SHELMARK.NET

MEP ENGINEER

SALAS O'BRIEN
10930 W. SAM HOUSTON PKWY N., SUITE 900
HOUSTON, TEXAS 77064
PHONE: (281) 664-1900
ISRAEL MORENO
ISRAEL.MORENO@SALASOBRIEN.COM

LANDSCAPE ARCHITECT

CMB LANDSCAPE
18135 FM 362
NAVASOTA, TX 77868
PHONE: 832 - 428 - 1209
CHARLES BRIDGES
CBRIDGES@CMBLANDARCH.COM

SHEET INDEX:

GENERAL:

- A0.0 COVER SHEET
TOPOGRAPHIC SURVEY

ARCHITECTURAL:

- A1.0 SITE PLAN
A2.0 ELEVATIONS

MEP:

- E0.1 PHOTOMETRIC SITE PLAN

LANDSCAPE:

- L1.01 TREE SURVEY
L1.02 LANDSCAPE PLAN
L2.01 IRRIGATION PLAN

Date issued/revised

27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS

OSBORN & VANE ARCHITECTS

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
Drawn ER
Checked BS

COVER SHEET

Sheet No. **A0.0**

NOTES TO SHEET:

1. EXISTING CURB CUT TO REMAIN
2. EXISTING CONCRETE DRIVE TO BE REMOVED, INSTALL NEW CONCRETE CURB AND LANDSCAPE.
3. LANDSCAPED AREAS, RE:LANDSCAPE DRAWINGS
4. CONCRETE SIDEWALK.
5. ACCESSIBLE PARKING SPACES
6. ACCESSIBLE ROUTE
7. PARKING LIGHT POLE, RE: PHOTOMETRIC PLAN
8. DUMPSTER ENCLOSURE
9. ACCESSIBLE RAMP
10. 18" LANDSCAPE CURB
11. 4" PAINTED PARKING STRIPE
12. CONCRETE CURB
13. CONCRETE PAVING
14. MODIFY EXISTING POLE SIGN (7'-0" TO TOP OF SIGN AND 50 S.F. MAX) AND RELOCATE 3'-0" MIN FROM PROPERTY LINE
15. MAIN BUILDING ENTRANCE
16. FIRE EXIT
17. EXISTING SIDEWALK

PARKING ANALYSIS

PARKING REQUIRED:
(7 SPACES / 1,000 SF) = 35 SPACES

PARKING PROVIDED:
= 33 SPACES
(WITHIN 5% DEVIATION)

OSBORN & VANE ARCHITECTS inc

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07-19-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058

Drawn ER

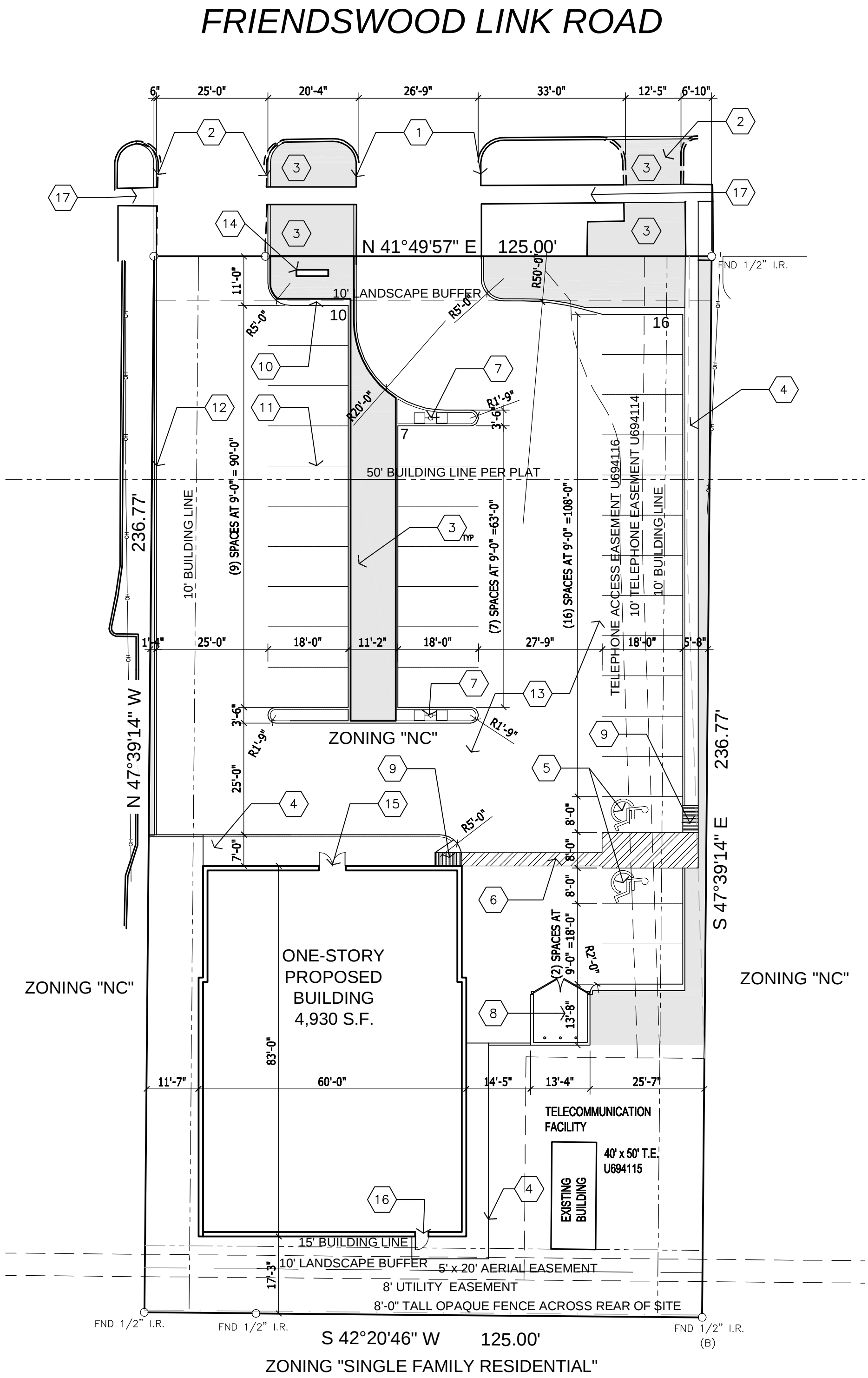
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SITE PLAN

Sheet No. **A1.0**

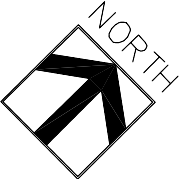
THE PROPOSED DEVELOPMENT WILL INCLUDE A ONE-STORY BUILDING FOR A HEALTH & WELLNESS CENTER THAT WILL OFFER ONE HOUR LONG SESSIONS THAT WILL HELP INDIVIDUALS MEET HEALTHY GOALS & OBTAIN LIFE-LONG RESULTS BY PROVIDING A COMPLETE NUTRITION AND EXERCISE PROGRAM WHICH INCLUDES:

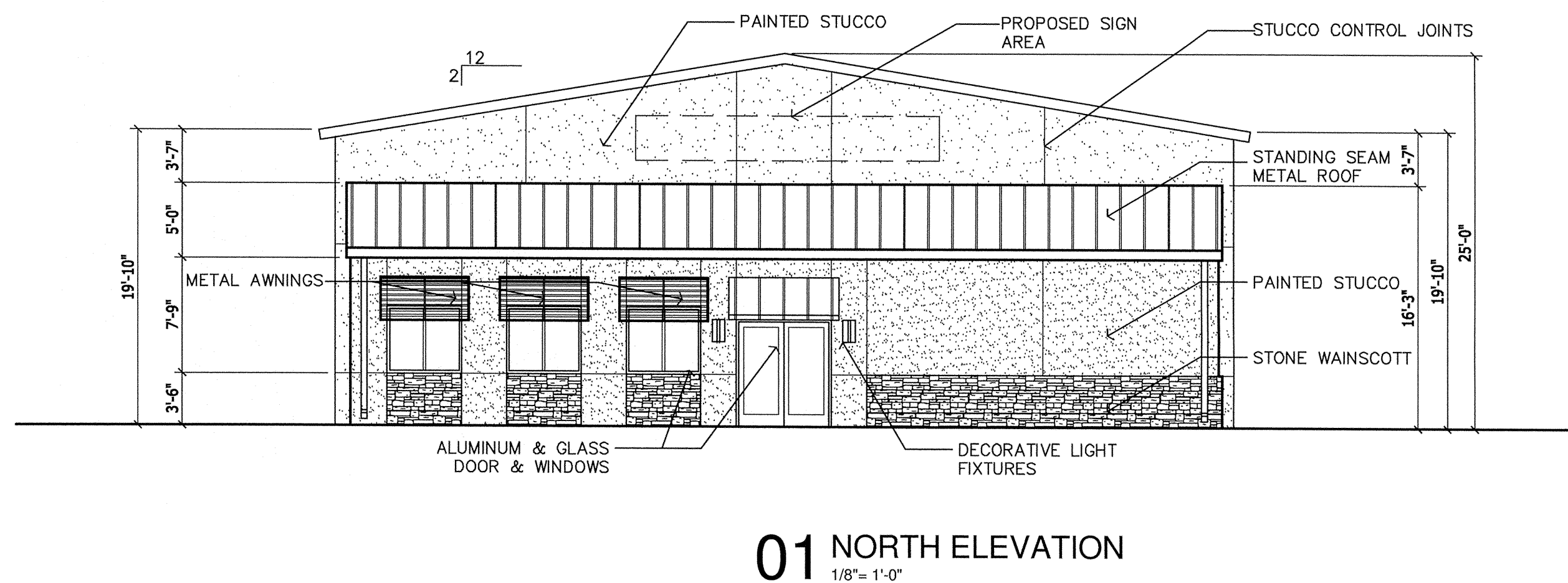
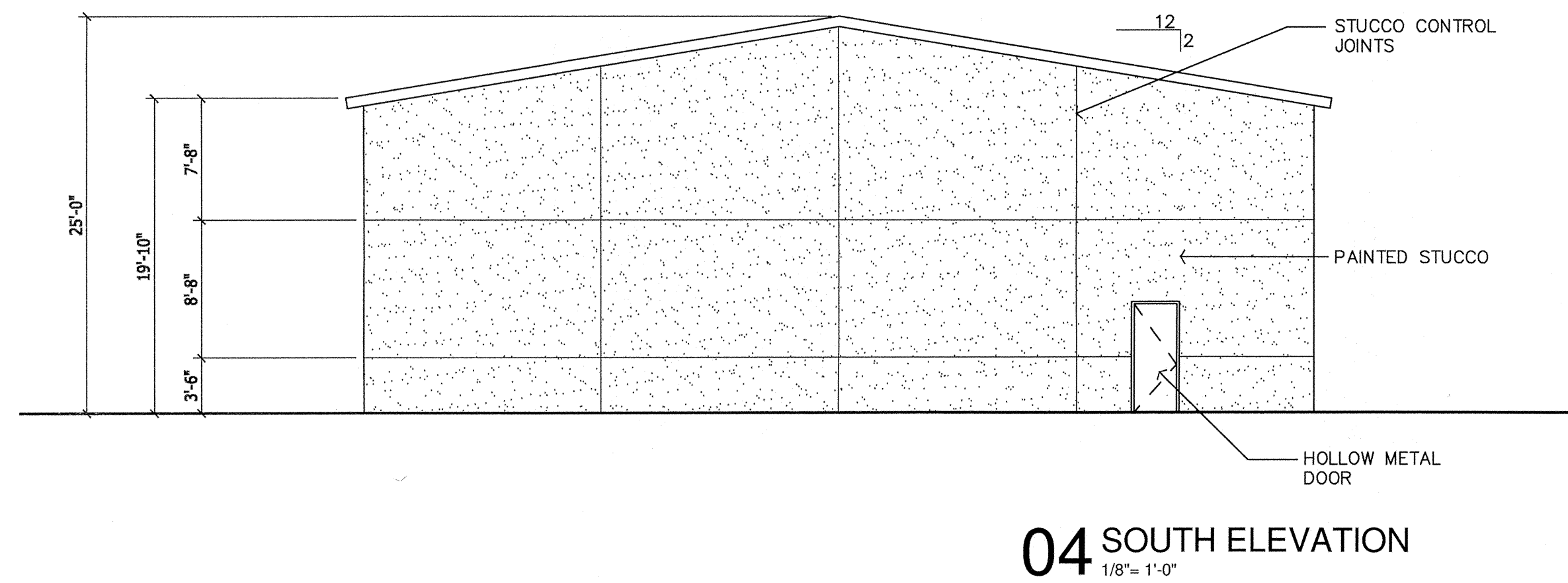
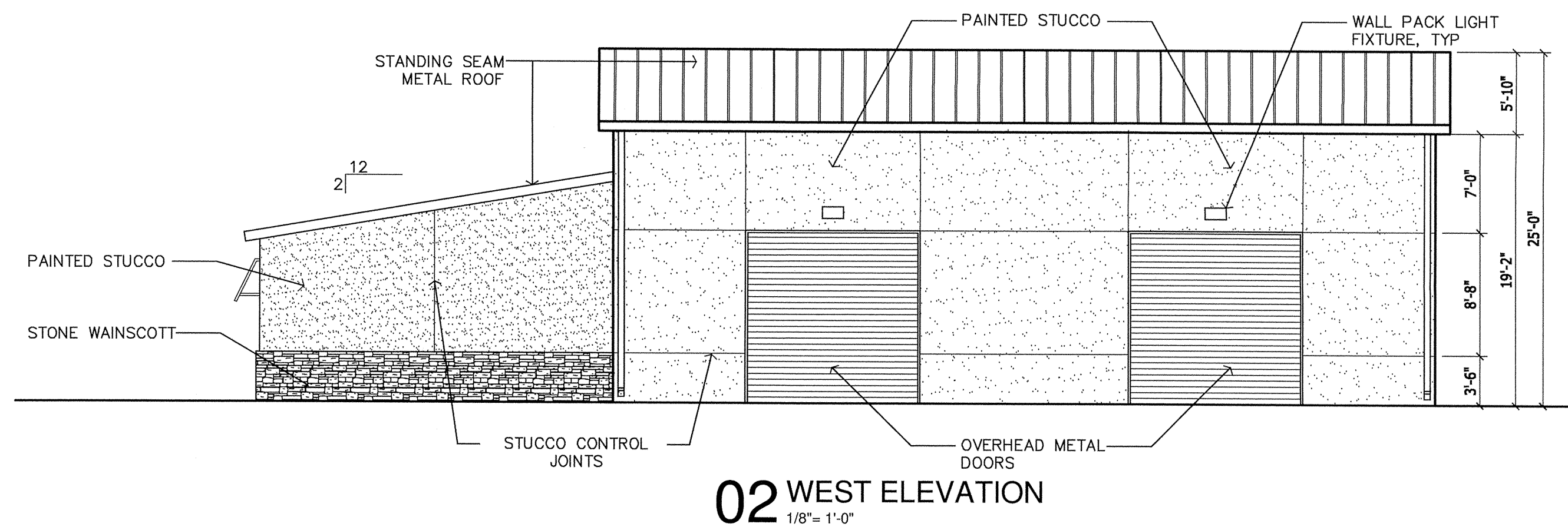
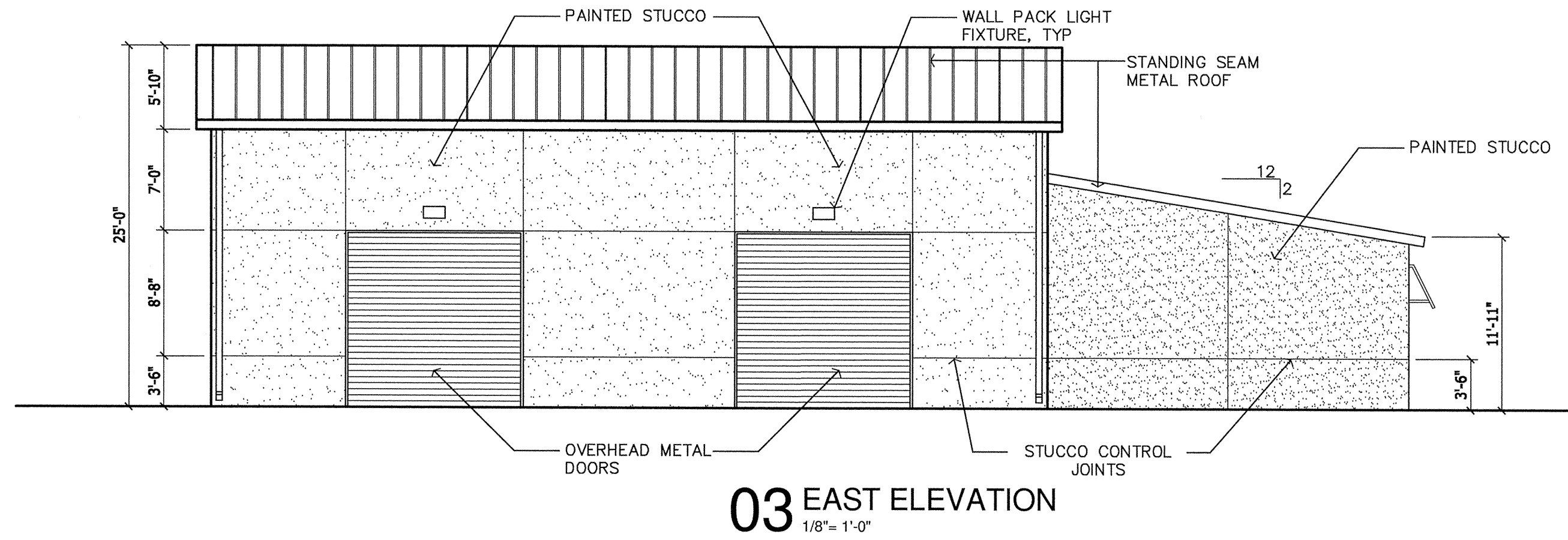
- CUSTOMIZED MEAL PLANS
- GROCERY LIST & MEAL PREPARATION GUIDELINES
- WORKOUT PROGRAM AND EQUIPMENT TO OBTAIN RESULTS
- WORLD-CLASS ACCOUNTABILITY TO HELP INDIVIDUALS STAY ON TRACT WITH PROGRAM.



SITE PLAN

SCALE: 1"=20'





OSBORN & VANE ARCHITECTS, INC.

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07-12-2018

FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058
Drawn ER
Checked BS

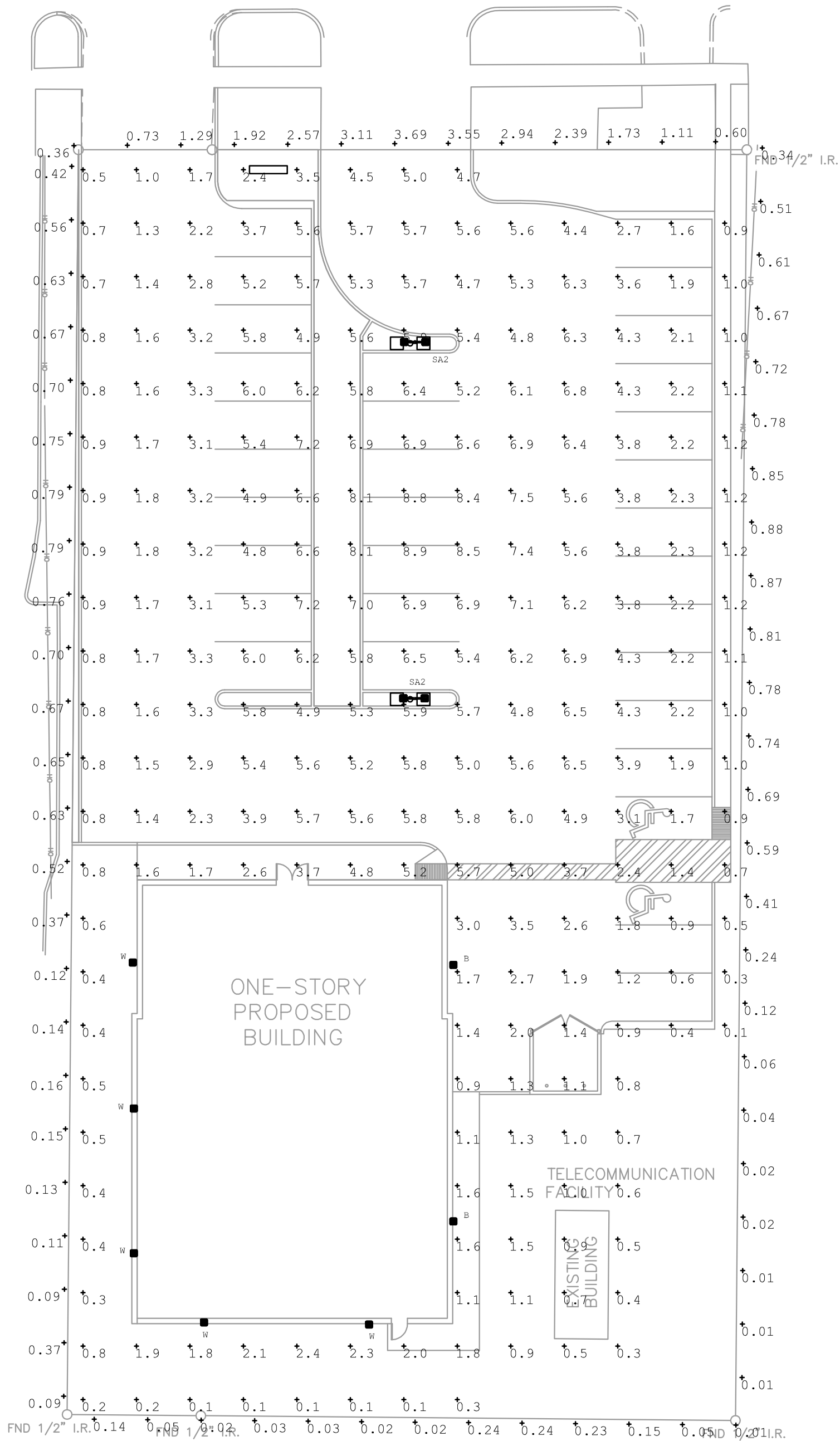
ELEVATIONS

Sheet No. **A2.0**

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	2	SA2	BACK-2-BACK	N.A.	0.900	GB Lighting: EASC H3F540 mounted on a 25' pole
	2	B	SINGLE	N.A.	0.900	Gardco: 101L-161-530-NW-G1-3
	5	W	SINGLE	N.A.	1.000	WLPK1 LED WIDE-H

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.66	3.69	0.01	66.00	369.00
Site	Illuminance	Fc	3.25	8.9	0.1	32.50	89.00

FRIENDSWOOD LINK ROAD



ZONING "SINGLE FAMILY RESIDENTIAL"



1

ELECTRICAL PHOTOMETRIC SITE PLAN
SCALE: 1" = 20'-0"



OSBORN & VANE ARCHITECTS

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
Members American Institute of Architects



07/19/18

FRIENDSWOOD LINK
HEALTH & WELLNESS
CENTER

4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Project No. 18058

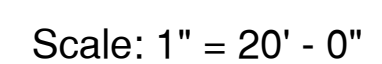
Drawn RM

Checked IM

ELECTRICAL
PHOTOMETRIC SITE PLAN

Sheet No.

E0.1



SYM	QT	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
	3	LIVE OAK	<i>Quercus virginiana</i>	45gal	10'-12' HT, 5'-6' SPRD, 2.5" CAL., SPECIMEN
	8	GRAPEMYRTLE *see remarks	<i>Lagerstroemia indica</i>	30gal	8-10' ht; 4-5' sprd. Multi-trunk, 3 cane min. Must be 2" cal. 18" above ground when planted
	20	WAX LIGUSTRUM *see remarks	<i>Ligustrum japonicum</i>	3gal	24-30" HT., 15"-18" SPRD., FULL POT, WELL ROOTED. Min. 24" tall and 24" oc when planted
		ST AUGUSTINE	<i>Stenotaphrum secundatum</i>		SOLID SOD

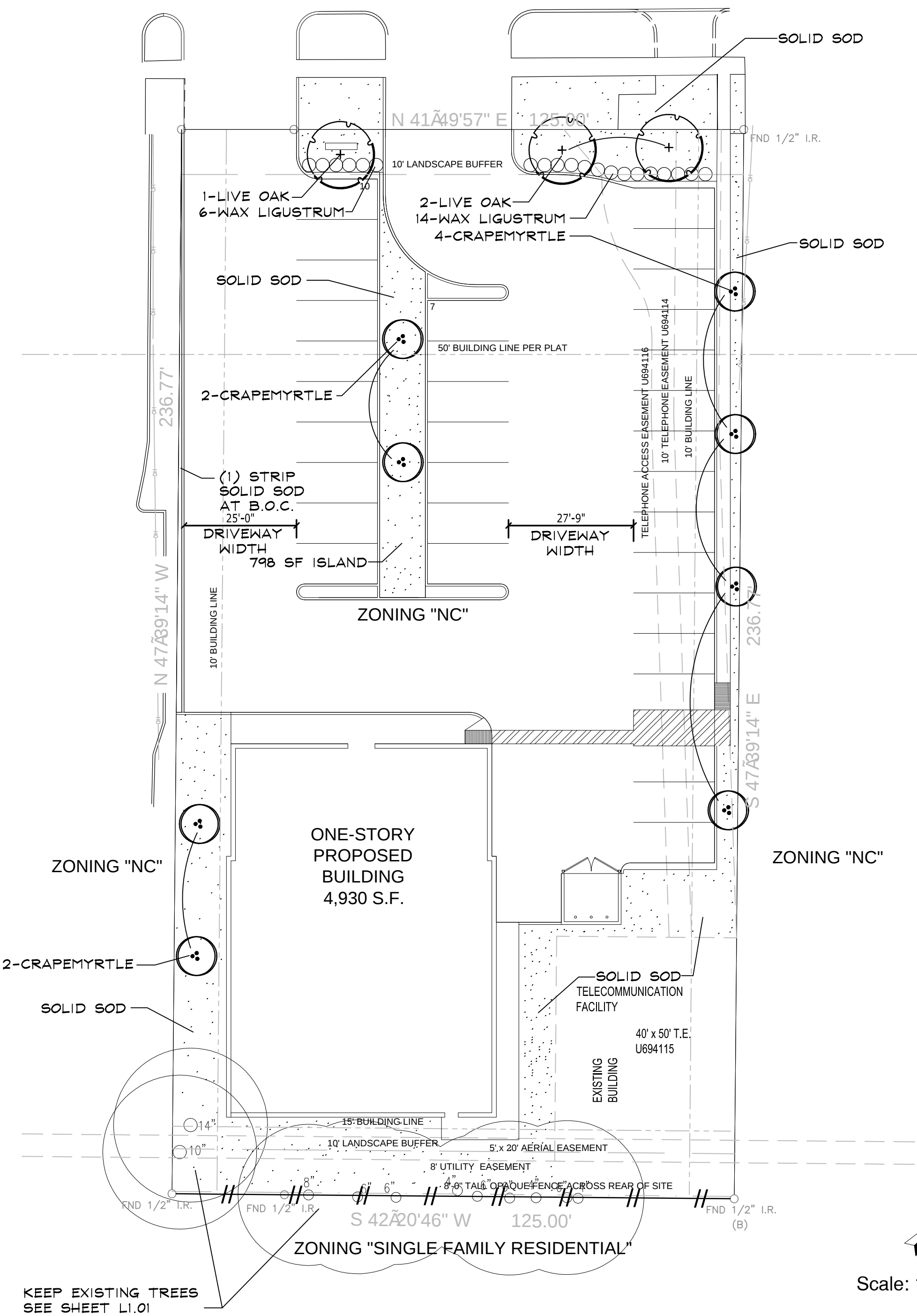
8. ALL MATURE SHRUBS SHALL BE MAINTAINED IN A LIVE OR LIVING CONDITION TO A MAXIMUM HEIGHT OF 3'-6".

PARKING LOT/PAVED AREA SF = 15,333 SF
 REQUIRED LANDSCAPE AREA(10%) = 1,533 SF
 LANDSCAPE AREA PROVIDED SF = 5,456 or 36%
 REQUIRED ISLAND AREA = .5 X 1,533 SF = 767 SF
 ISLAND AREA PROVIDED = 798 SF
 1 TREE IN ISLAND REQUIRED
 1 TREE IN ISLAND PLANTED

3 TREES PROVIDED

13 TREES PROVIDED

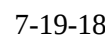
5 TREES PROVIDED



27 JUNE 2018 - SPECIFIC USE PERMIT SUBMITTAL
12 JULY 2018 - CITY COMMENTS
19 JULY 2018 CITY COMMENTS

18135 FM 362
Navasota, TX 77868
832-428-1209

2000 Bering Drive, Suite 410
Houston, Texas 77057
713 781 5262
Fax 713 781 5347
merican Institute of Architects



4203 FRIENDSWOOD LINK RD
FRIENDSWOOD, TEXAS

Checked

Sheet No. *L1.02*

L1.02

315 S. Friendswood Drive

Zone Change request at 315 S. Friendswood Dr. to change from Light Industrial (LI) to Downtown District (DD)

SUMMARY / ORIGINATING CAUSE

The new owner of the subject property is requesting to change the zoning from Light Industrial (LI) to Downtown District (DD). The existing building will remain with some alterations to the rear and interior of the building. Changing to DD allows for the development related fees to be waived and would also allow the owner to take advantage of other potential Downtown District opportunities made available by the Friendswood Downtown Economic Development Corporation or other organizations.

The lot and use meet the requirements of the DD zoning district. The supplemental requirements (benches, pavers and lights) of the DD zoning district only apply to new development. The existing structure would be classified as non-conforming as it does not meet the fenestration and façade requirements; however, as long as alterations and additions are in conformance with the non-conforming ordinance, they would be allowed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The 2008 Future Land Use Map identifies this property developing as Mixed Use, and it is located within the original boundary of the Downtown District (DD) boundary established by Ordinance 2007-18, and as amended by Ordinance 2008-30.

RECOMMENDATIONS

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

ATTACHMENTS

[Application](#)

[Deed](#)

[Metes and bounds description](#)

[Aerial Map](#)

[Location Map](#)

[Zoning Map](#)

[Rezoning Report](#)



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: L1

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 315 South Friendswood Drive

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Elizabethtown Properties Phone: 281.842.8300

Owner's Mailing Address: 11831 West Fairmont Pkwy.

City: La Porte State: TX Zip: 77571 Fax: 281.842.8314

Owner's Email Address: johnmchazlett@mmprotection.com

AGENT'S NAME : N/A 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: 6-29-18

Agent's Signature: N/A Date: N/A

Received By: B. Summers
Date of Public Hearing: aug 16
Property Owner Notices: 7-27

Application Number: 2018-0023
Received Date: 7-2-18
Newspaper Notice: 7-16
Sign on Property: 7-27

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.

After Recording Return To:
Texas Citizens Bank, N.A.
P.O. Box 890029
Houston, TX 77289-0029

RECORDED BY
SOUTH LAND TITLE, LLC
GF# PL1860056

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

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

1. Grant of Lien. Effective as of June 26, 2018 (the "Effective Date"), ELIZABETHTOWN PROPERTIES, LLC, a Texas limited liability company ("Borrower") whose address is 11831 W. Fairmont Parkway, La Porte, Texas 77571-6003, for and in consideration of the indebtedness hereinafter described and in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY, in trust, unto MICHAEL L. CORNETT of Harris County, Texas, whose address is P.O. Box 890029, Houston, TX 77289-0029, as Trustee and all substitute trustees hereunder ("Trustee"), that certain tract or parcel of land (the "Land") being more particularly described on Exhibit A attached hereto together with (a) all the buildings and other improvements now on or hereafter located thereon; (b) all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in said buildings and other improvements, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, drapes, and rugs and other floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which materials, equipment, fixtures and other property are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the indebtedness herein mentioned; (c) all easements and rights of way now and at any time hereafter used in connection with any of the foregoing property or as a means of ingress to or egress from said property or for utilities to said property; (d) all interests of Borrower in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (e) all rights, estates, powers and privileges appurtenant or incident to the foregoing (collectively, the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and its assigns, forever, in trust, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the Mortgaged Property unto Trustee, its successors and assigns, forever, against the claim or claims of all persons whomsoever claiming or to claim the same, or any part thereof.

2. Grant of Security Interest. In order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, Borrower hereby grants to Lender (as hereinafter defined) a security interest in all of Borrower's property, including without limitation goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Borrower now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the Land, or otherwise located on said Land, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein, all security deposits (whether cash, one or more letters of credit, bonds or other form of security), additional contingent consideration (including, without limitation, stock warrants), and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property (as hereinafter defined), all monetary deposits which Borrower has been required to give to any public or private utility, all rents and other amounts from and under leases of all or any part of the Property, all issues, profits and proceeds from all or any part of the Property, all proceeds (including premium refunds) of each policy of insurance relating to the Property, all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in escrow for the payment of ad valorem taxes, assessments and charges and/or premiums for policies of insurance with respect to the Property, all contracts related to the Property, any agreement relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swap option currency option or any other similar transaction, all money, funds, accounts (including tax/insurance reserve accounts, capital improvement reserves, tenant improvement reserves, and leasing commission reserves), instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), all notes or chattel paper arising from or related to the Property, all permits, approvals, entitlements, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, all marketing materials, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the construction upon, use, occupancy, leasing, marketing, sale or operation of the Property, all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property, all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or

character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof (all of the property described in this paragraph hereinafter collectively called the "Collateral") and all proceeds of the Collateral. (The Mortgaged Property and the Collateral are herein sometimes collectively called the "Property".)

3. Assignment of Rents. In order to provide a source of future payment of the Indebtedness (as defined below), Borrower does hereby absolutely and unconditionally assign, transfer and set over to Lender all rents, revenues, issues and profits now or hereafter accruing to the benefit of Borrower, pertaining to or arising from the Property, including, without limitation, all rights to payment from credit/charge card organizations and all the records and books of account now or hereafter maintained by Borrower in connection with the operation of the Property and buildings, income, proceeds, profits, security and other benefits paid or payable by parties for the use, lease, license, operation or other enjoyment of the Property (collectively, the "Rents"), TO HAVE AND TO HOLD unto Lender forever, and Borrower does hereby bind Borrower, its successors and assigns, to warrant and forever defend the title to the Rents unto Lender against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

4. Indebtedness. This Deed of Trust, Security Agreement and Assignment of Rents (this "Security Instrument") is made to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) the Promissory Note (such note and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, collectively, the "Note") of even date herewith in the original principal amount of \$446,250.00, executed by Borrower, payable to the order of TEXAS CITIZENS BANK, N.A. ("Lender"), whose address is 4949 Fairmont Parkway, Pasadena, Texas 77505, bearing interest at the rate therein stated, with final maturity being November 26, 2033, such Note providing, in part, that if certain defaults occur, the unpaid principal thereof and all accrued unpaid interest may be declared due and payable, at the holder's option, prior to the stated maturity thereof, and providing further for the payment of reasonable attorney's fees and other expenses of collection, subject to the terms and conditions of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Borrower and Lender and (b) any funds hereafter advanced by Lender to or for the benefit of Borrower, or as contemplated by any Loan Document (as defined in the Loan Agreement) (all of the aforesaid, the "Indebtedness"). Said Indebtedness shall be payable at the above stated address of Lender or at such other place as Lender may hereafter direct in writing; and, unless otherwise provided herein or in the instrument evidencing the Indebtedness, shall bear interest at the same highest then applicable rate per annum as the Note bears, from date of accrual of the Indebtedness until paid. In addition, any and all reasonable attorney's fees and expenses of collection payable under the terms of the Note shall be and constitute a part of the Indebtedness secured hereby. This Security Instrument shall also secure all renewals, rearrangements, extensions and enlargements of any of the Indebtedness.

5. Incorporation of Representations, Warranties and Covenants; Undefined Terms. The Representations and Warranties contained in Article 2 and the Covenants contained in Article 3 of the Loan Agreement are incorporated herein. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Loan Agreement.

6. Rents.

(a) Until receipt from Lender of notice of the occurrence of an Event of Default (as defined in the Loan Agreement) (a "Notice of Default"), each tenant under a lease of all or a portion of the Property shall pay Rents directly to Borrower and Borrower shall have the right to receive such Rents provided that Borrower shall hold such Rents as a trust fund to be applied first to the payment of the Note, second to the payment of all taxes, insurance premiums, utility charges, maintenance and repair costs, replacement reserves and other operating, management and maintenance expenses of the Property, as same become due, and finally, Borrower may use the balance of the Rents collected in any manner not inconsistent with the Loan Documents.

(b) Upon the delivery of a Notice of Default, without further consent of Borrower, Borrower hereby authorizes any and all tenants to make future payments of Rents to Lender. Thereafter, Lender will have the exclusive right, power and authority to collect the Rents, regardless of whether a foreclosure sale of any or all of the Property has occurred under this Security Instrument, or whether Lender has taken possession of any or all of the Property or attempted to do any of the same. In no event will the assignment of Rents in this Security Instrument reduce the Indebtedness, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such Indebtedness. As between Lender and Borrower, and any person claiming through or under Borrower other than any tenant under a lease of the Property who has not received a Notice of Default pursuant hereto, this assignment of Rents is intended to be absolute, unconditional and presently effective, and the provisions hereof for notification of tenants under a lease upon the occurrence of an Event of Default are intended solely for the benefit of each such tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a tenant who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this assignment.

(c) Neither the acceptance by Lender of this assignment of Rents, nor the granting of any other right, power, privilege or authority herein concerning the Rents, nor the exercise of any of the aforesaid, will (i) prior to the actual taking of physical possession and operational control of the Property by Lender, be deemed to constitute Lender as a "mortgagee in possession" or (ii) at any time thereafter, obligate Lender (A) to appear in or defend any action or proceeding relating to the Rents or the Property, (B) to take any action hereunder, (C) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any lease, (D) to assume any obligation or responsibility for any tenant deposits which are not physically delivered to Lender, or (E) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the Property.

(d) This assignment of Rents will terminate upon the release of this Security Instrument but no tenant under a lease will be required to take notice of such termination until a copy of a release of this Security Instrument has been delivered to such tenant.

(e) Contemporaneously with the execution of this Security Instrument, Borrower is executing an Absolute Assignment of Rents of even date herewith in favor of Lender. To the extent any provision above is construed to contradict, conflict with or be

inconsistent with any term, condition or provision contained in such Absolute Assignment of Rents, the applicable terms, conditions and provisions of the Absolute Assignment of Rents shall supersede such contradicting, conflicting or inconsistent provisions hereof.

7. Defense of Title. If, while this Security Instrument is in force, the title of Trustee to the Property, or any part thereof, shall be endangered or shall be attacked directly or indirectly, Borrower hereby authorizes Lender, at Borrower's expense, to take all necessary and proper steps for the defense of said title, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title.

8. Borrower's Successors in Interest. In the event the ownership of the Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the Indebtedness or waiving the provisions hereof. No sale of the Property and no forbearance on the part of Lender, and no extension of the time for the payment of the Indebtedness given by Lender, will operate to release, discharge, modify, change or affect, either in whole or in part, any original liability of Borrower, or the liability of the guarantors or sureties of Borrower, or of any other party liable for the payment of the Indebtedness or any part thereof.

9. Default and Acceleration. Upon the occurrence of an Event of Default, Lender, at Lender's option, and without demand, presentment for payment, notice of nonpayment, grace, protest, notice of protest, notice of intent to accelerate the Indebtedness, notice of acceleration of the Indebtedness, or any other notice, all of which are hereby expressly waived by Borrower, may declare the entire unpaid balance and accrued interest on the Note and any other unpaid Indebtedness immediately due and payable, whereupon it shall be so due and payable.

10. Survival of Covenants and Liens. All of the covenants and agreements of Borrower set forth herein and in the other Loan Documents will survive the execution and delivery of this Security Instrument and shall continue in full force and effect until the Indebtedness is paid in full. If Borrower pays all of the Indebtedness, then, and then only, this conveyance will become null and void and shall be released in due form, upon Borrower's written request and at Borrower's expense; otherwise, it shall remain in full force and effect. No release of this conveyance or the lien thereof will be valid unless executed by Lender.

11. Foreclosure and Sale. If an Event of Default shall occur, Lender may, at Lender's election and by or through Trustee or otherwise, sell or offer for sale, in one or more sales, all or any part of the Mortgaged Property, in such portions, order and parcels as Lender may determine, with or without having first taken possession of same, to the highest bidder for cash (or credit on the Indebtedness if Lender is the highest bidder) at public auction. Such sale shall be made at the courthouse of the County in which the Mortgaged Property (or any of that portion thereof to be sold) is located, on the first Tuesday of any month (unless the first Tuesday of the month is January 1 or July 4, in which event the sale will be on the first Wednesday of the month) between the hours of 10:00 A.M. and 4:00 P.M. after giving legally adequate written

notice of sale of that portion of the Mortgaged Property to be sold, at least twenty-one (21) consecutive days prior to the date of said sale:

(a) by posting at the courthouse of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a written notice designating the county in which the Mortgaged Property will be sold;

(b) by filing in the office of the county clerk of each county in which the Mortgaged Property (or the portion thereof to be sold) is located, a copy of the notice posted under subparagraph (a); and

(c) by serving written notice of the sale on each debtor who, according to the records of Lender, is obligated to pay the Note (and, in the event the proceeds of the foreclosure sale are to be applied to a portion of the Indebtedness other than or in addition to the Note, then to each debtor who, according to the records of Lender, is obligated to pay such portion of the Indebtedness), such service to be complete and effective when the notice is deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address as shown in the records of Lender.

In the alternative, such notice and sale may be accomplished in such manner as permitted or required by Title 5, §51.002 of the Texas Property Code (as amended, the "Property Code") relating to the sale of real property under contract lien and/or by Chapter 9 of the Texas Business and Commerce Code (as amended, the "UCC") relating to the sale of collateral after default by a debtor (as said title and chapter now exist or may be hereafter amended or succeeded), or by any other present or subsequent laws or regulations relating to same. In instances where the Mortgaged Property is located in states other than Texas, such sales shall be made in accordance with the legal requirements for such state, including, to the extent relevant, the Uniform Commercial Code in effect for such state (also included in the defined term "UCC"). Nothing contained in this paragraph shall be construed to limit in any way Trustee's rights to sell the Property by private sale if, and to the extent that, such private sale is permitted under the laws of the state where the Property (or that portion thereof to be sold) is located, or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same. At any such sale (a) whether made under the power herein contained, the Property Code, the UCC, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it will not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Borrower hereby covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee), and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (b) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Borrower, (c) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Note (and/or other portion of the Indebtedness with respect to which the sale has been conducted), advertisement and conduct of such sale in the manner provided herein and otherwise by law, and appointment of any successor Trustee hereunder, (d) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (e) the receipt of

Trustee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof, (f) to the fullest extent permitted by law, Borrower will be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Borrower, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Borrower, and (g) to the extent and under such circumstances as are permitted by law, Lender may be a purchaser at any such sale. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default will not be exhausted by any one or more sales.

The Trustee making such sale will receive the proceeds thereof and apply same as follows: (w) to the payment of all expenses of advertising, selling, and conveying the Mortgaged Property or part thereof, and/or prosecuting or otherwise collecting Rents, proceeds, premiums, or other sums including reasonable attorneys' fees and expenses and a reasonable fee or commission to Trustee, not to exceed five percent (5%) of the proceeds thereof or sums so received, (x) to the remainder of the Indebtedness as follows: first, to the remaining accrued but unpaid interest, second, to that portion of the Indebtedness which is not, for any reason whatsoever, secured by the Loan Documents, third, to the matured portion of principal of the Indebtedness, and fourth, to prepayment of the unmatured portion, if any, of principal of the Indebtedness applied to installments of principal in inverse order of maturity, (y) the balance, if any and to the extent applicable, remaining after the full and final payment of the Indebtedness and full performance and discharge of the obligations, to the lender of any inferior liens covering the Mortgaged Property, if any, in order of the priority of such inferior liens (Trustee and Lender shall hereby be entitled to rely exclusively upon a commitment for title insurance issued to determine such priority), and (z) the cash balance, if any, to Borrower.

12. Fair Market Value for Calculating Deficiencies. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER EXPRESSLY WAIVES ALL RIGHTS, REMEDIES, CLAIMS AND DEFENSES BASED UPON OR RELATED TO SECTIONS 51.003, 51.004 AND 51.005 OF THE TEXAS PROPERTY CODE (AS AMENDED FROM TIME TO TIME). In the event the foregoing waiver is found by a court of competent jurisdiction to be ineffective or invalid for any reason, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by §§ 51.003, 51.004 and 51.005 of the Property Code:

(a) The Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure,

(b) The valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve months) following the foreclosure sale,

(c) All closing costs customarily borne by the seller in a commercial real estate transaction should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey and environmental study of the Property, tax prorations, reasonable attorneys' fees and expenses, and marketing costs,

(d) The gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes, insurance and assessments (to the extent not accounted for in subparagraph (c) above), and other maintenance expenses, and

(e) Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

13. Substitute Trustee. If, for any reason, Lender prefers to appoint a substitute trustee to act instead of the herein named Trustee, Lender will have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who will succeed to all the estate, rights, powers and duties of Trustee named herein, and no notice of such appointment need be given to Borrower or to any other person or filed for record in any public office. Such appointment may be executed by any authorized agent or officer and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient. Borrower hereby ratifies and confirms any and all acts that Trustee, or its successor or successors in this trust, may lawfully do by virtue hereof.

14. Indemnification of Trustee. **TRUSTEE WILL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING THE TRUSTEE'S NEGLIGENCE AND/OR STRICT LIABILITY), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Trustee will have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee will be under no liability for interest on any moneys received by it hereunder. **BORROWER SHALL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE IT HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH MAY BE INCURRED BY IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER (INCLUDING ANY LIABILITY AND EXPENSES RESULTING FROM TRUSTEE'S OWN NEGLIGENCE AND/OR STRICT LIABILITY).** The foregoing indemnity will not terminate upon release, foreclosure or other termination of this Security Instrument.

15. Purchaser's Right to Disaffirm. The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any encumbrance granted, or rental or lease contract made, in violation of any provision of this Security Instrument, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of encumbrance and rental or lease contract.

16. Lender as Purchaser. Lender may bid and, being the highest bidder therefor, become the purchaser of any and all Mortgaged Property offered for sale at any trustee's or foreclosure sale hereunder and shall have the right to credit the amount of the bid upon the amount of the Indebtedness owing to Lender, in lieu of cash payment.

17. Recovery of Unmatured Indebtedness. It is agreed that if an Event of Default occurs, the holder of the Indebtedness or any part thereof under which such Event of Default occurs will have the option to proceed with foreclosure in satisfaction of such Event of Default either through the courts or by directing Trustee or its successors in trust to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole Indebtedness due, and provided that if a sale is made because of an Event of Default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Note or other Indebtedness secured by this Security Instrument and it is agreed that such sale, if so made, shall not in any manner affect the unmatured portion of the Indebtedness, but as to such unmatured portion of the Indebtedness, this Security Instrument shall remain in full force and effect just as though no sale had been made under the provisions of this paragraph. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured portion of the Indebtedness, it being the intention of the parties hereto to provide for a foreclosure and sale of the security for any matured portion of the Indebtedness without exhausting the power to foreclose and to sell the security for any other portion of the Indebtedness whether matured at the time or subsequently maturing. It is agreed that an assignee holding any installment or part of any installment of the Note or other Indebtedness secured hereby shall have the same powers as are hereby conferred on the holder of the Indebtedness to proceed with foreclosure on a matured installment or installments, and also to request Trustee or its successors in trust to sell the Property or any part thereof; but if an assignee forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then the purchaser at such foreclosure or sale shall be made subject to all of the terms and provisions hereof with respect to the unmatured part of the Note and other Indebtedness secured hereby owned by the then holder of such Indebtedness.

18. Election to Discontinue Remedy. In the event Lender elects to invoke any of the rights or remedies provided for herein or at law or in equity, but thereafter determines to withdraw or discontinue same for any reason, it will have the unqualified right to do so, whereupon all parties will be automatically restored and returned to their respective positions regarding the Indebtedness and this Security Instrument as shall have existed prior to the invocation of Lender's rights hereunder, and the rights, powers and remedies of Lender hereunder shall be and remain in full force and effect.

19. Release or Renewal of Liens. Any part of the Property may be released by Lender without affecting the lien, security interest and rights hereof against the remainder. The lien, security interest and rights hereby granted shall not affect or be affected by any other security

taken for the Indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Indebtedness or any part thereof, shall at no time release or impair the liens, security interests and rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any junior lienholder. This Security Instrument, as well as any instrument given to secure any renewal or extension of the Indebtedness, or any part thereof, will be and remain a first and prior lien and security interest on all of the Property not expressly released, until the Indebtedness is completely paid.

20. Waiver of Marshaling and Certain Rights. To the extent that Borrower may lawfully do so, Borrower hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Lender to sell all or any part of the Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Lender to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Property in preference to every other person and claimant.

21. Waivers. It is expressly agreed that (a) no waiver of any Event of Default on the part of Borrower or breach of any of the provisions of this Security Instrument shall be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time, (b) any failure by Lender to insist upon the strict performance by Borrower of any of the terms and provisions herein shall not be deemed to be a waiver of any of the terms and provisions herein, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions of this Security Instrument, (c) neither Borrower nor any other person now or hereafter obligated for the payment of all or any part of the Indebtedness shall be relieved of such obligations by reason of the failure of Lender or Trustee to comply with any request of Borrower, or of any other person so obligated, to take action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or of any obligations secured by this Security Instrument, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of the subordination in whole or in part by Lender of the lien, security interest or rights evidenced hereby, or by reason of any agreement or stipulation with any subsequent owner or owners of the Property extending the time of payment or modifying the terms of the Indebtedness or this Security Instrument without first having obtained the consent of Borrower or such other person, and, in the latter event, Borrower and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Lender, (d) regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien or security interest on the Property, Lender may release the obligation of anyone at any time liable for any of the Indebtedness or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of the Indebtedness and/or this Security Instrument without, as to the security or the remainder thereof, in any way impairing or affecting the lien or security interest of this Security Instrument or the priority of such lien or security interest, as security for the payment of the Indebtedness as it may be so extended or modified over any

subordinate lien or security interest, (e) the holder of any subordinate lien or security interest does not have the right, and will not be granted the right, to terminate any lease affecting the Property whether or not such lease be subordinate to this Security Instrument, and (f) Lender may resort for the payment of the Indebtedness to any security therefor held by Lender in such order and manner as Lender may elect in its sole discretion.

22. Terminable Tenancy Upon Foreclosure. In the event of a Trustee's sale hereunder, and, if at the time of such sale, Borrower, or any other party occupies the Property so sold, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be terminable at the will of the landlord. Such purchaser may file an action of forcible detainer and/or any other legal proceedings if the tenant holds over after a demand in writing for possession of said property.

23. Appointment of Receiver. It is agreed that Lender, in any action to foreclose, will be entitled to the appointment of a receiver of the rents and profits of the Property as a matter of right and without notice, with power to collect the rents, issues and profits of the Property due and coming due during the pendency of such foreclosure suit, without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Indebtedness involved in said suit. Borrower, for itself and any subsequent owner or owners, waives any and all defenses to the application for a receiver as above provided, and specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Lender of any other right, remedy or privilege it may have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits is made an express condition upon which the Loan is made.

24. Subrogation. To the extent that proceeds of the Note are used to pay any prior indebtedness secured by an outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Borrower's request; and Lender shall be subrogated to any and all rights, powers, equities, liens and security interests owned or granted by any owner or holder of such prior indebtedness, irrespective of whether said security interests, liens, charges or encumbrances are released of record.

25. Security Agreement.

(a) Security Interest. This Security Instrument shall be a security agreement between Borrower, as the debtor, and Lender, as the secured party, covering the Collateral pursuant to the UCC. In addition to Lender's other rights hereunder, Lender shall have all rights of a secured party under the UCC. If Lender should dispose of any of the Collateral pursuant to the UCC, ten (10) days' written notice by Lender to Borrower will be deemed to be reasonable notice; provided, however, Lender may dispose of such property in accordance with the foreclosure procedures of this Security Instrument in lieu of proceeding under the UCC.

(b) Notice of Changes. Borrower shall give at least thirty (30) days' advance notice in writing to Lender of any proposed change in Borrower's name, identity, or structure.

(c) Fixtures. Some of the items of the Collateral described herein are goods that are or are to become fixtures related to the land described herein, and it is intended that, as to those goods, this Security Instrument will be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Collateral is situated. Information concerning the security interest created by this Security Instrument may be obtained from Lender, as secured party, at the address of Lender stated on the first page hereof. The mailing address of Borrower, as debtor, is as stated on the first page hereof.

(d) Filing of Financing Statements. Borrower hereby irrevocably authorizes Lender at any time and from time to time to file, without the signature of Borrower, in any jurisdiction, any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of Article/Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Lender in its discretion. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further agrees that a carbon, photographic or other reproduction of this Agreement or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Lender.

(e) Foreclosure Sale. Any sale made pursuant to the provisions of this paragraph will be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under the power of sale as provided herein upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Mortgaged Property under the power of sale. In the event of a foreclosure sale, whether made by Lender, the Trustee or under judgment of a court, the Collateral and the Mortgaged Property may, at the option of Lender, be sold partially or as a whole.

(f) Account Debtors. Lender may at any time after an Event of Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

26. Notices. All notices or other communications required or permitted to be given pursuant to this Security Instrument shall be provided as set forth in the Loan Agreement.

27. Binding on Successors. The covenants herein contained shall inure to the benefit of Lender and Trustee, their heirs, legal representatives, successors and assigns, and will be binding upon the respective heirs, legal representatives, successors and assigns of Borrower, but

nothing in this paragraph will constitute an authorization for Borrower to sell or in any way dispose of the Property or any part thereof if otherwise prohibited by any of the terms hereof.

28. **Definitions.** Wherever used in this Security Instrument, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Security Instrument" shall mean "this Security Instrument, Security Agreement and Assignment of Rents and any supplement or supplements hereto"; the word "Borrower" shall mean "Borrower, its heirs, legal representatives, successors and assigns, and/or any subsequent owner or owners of the Property"; the word "Lender" shall mean "Lender or any subsequent holder or holders of the Note or other Indebtedness secured hereby"; the word "Note" shall mean the "Note secured by this Security Instrument and any renewals, extensions, rearrangements and enlargements thereof"; the word "person" shall mean "an individual, corporation, trust, partnership or unincorporated association"; and the pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

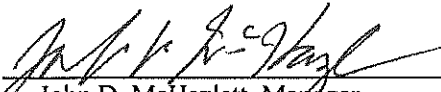
29. **APPLICABLE LAW.** THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY BENEFICIARY, OTHERWISE PREEMPT TEXAS LAW; IN WHICH EVENT FEDERAL LAW SHALL CONTROL.

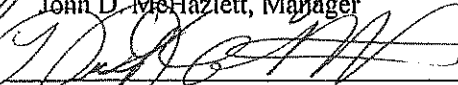
30. **NO ORAL AGREEMENTS.** THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Security Instrument has been executed on the date of acknowledgment below, but is to be effective as of the Effective Date.

BORROWER:
ELIZABETHTOWN PROPERTIES, LLC,
a Texas limited liability company

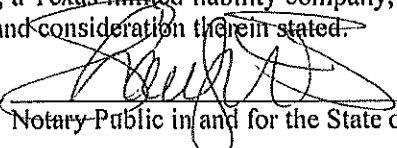
By: 
John D. McHazzlett, Manager

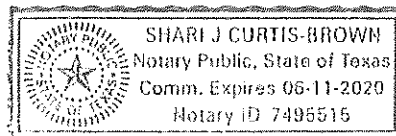
By: 
Michelle McHazzlett, Manager

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by John D. McHazzlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]

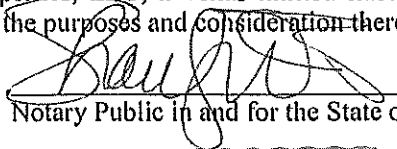

Notary Public in and for the State of Texas

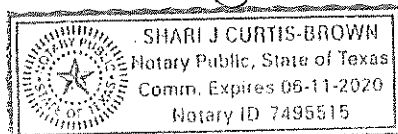


THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on June 26, 2018, by Michelle McHazzlett, Manager of Elizabethtown Properties, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein stated.

[SEAL]


Notary Public in and for the State of Texas



Signature/Notary Page to Deed of Trust, Security Agreement and Assignment of Rents



TITLE COMPANY:
SOUTH-LAND
TITLE
SHARI CURTIS-BROWN 281-997-7300
G.F. #: PL1860050
ISSUE DATE: MAY 29, 2018

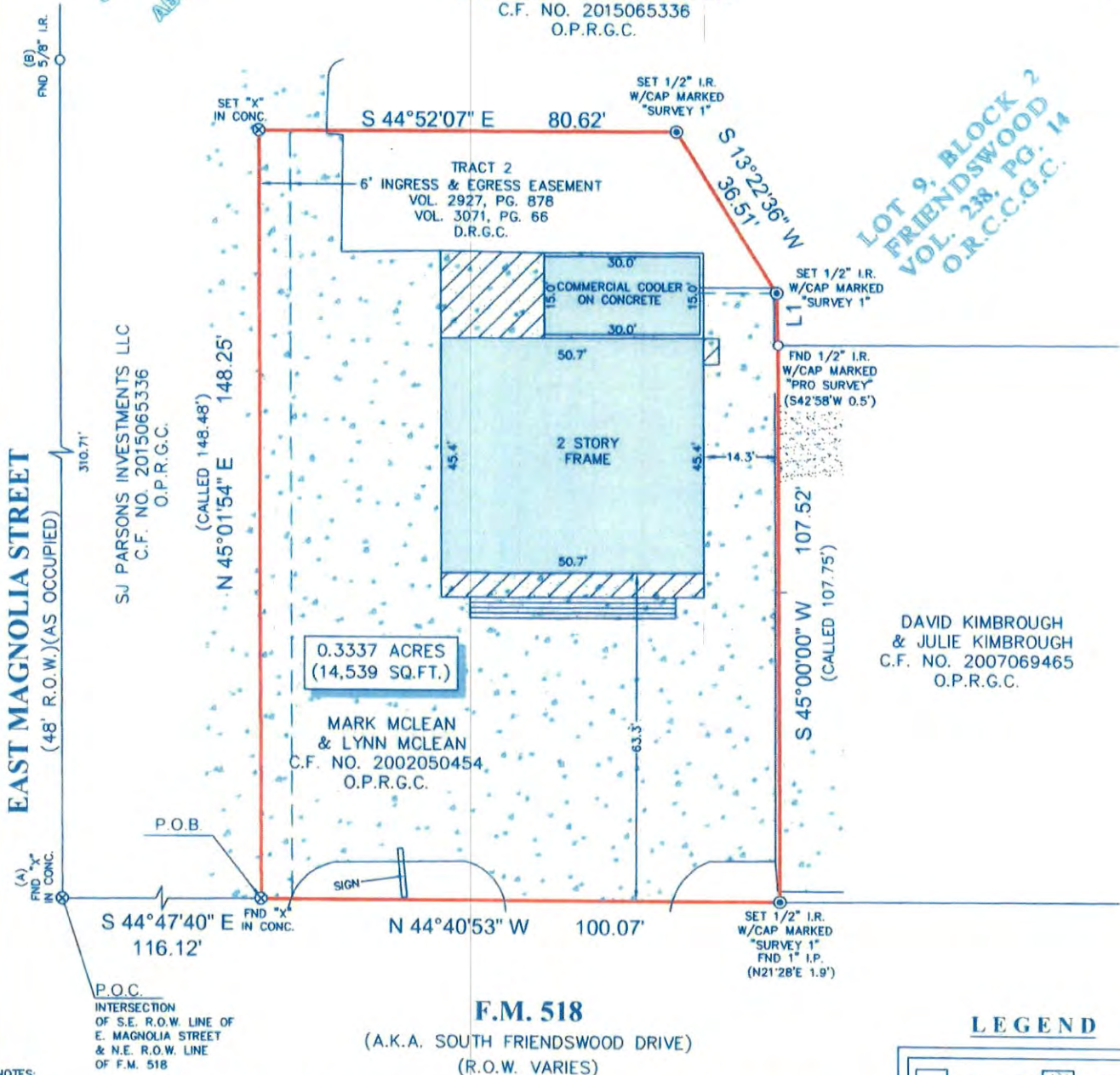


SARAH MCKISSICK
LEAGUE
ABSTRACT 151



SJ PARSONS INVESTMENTS LLC
C.F. NO. 2015065336
O.P.R.G.C.

LOT 9, BLOCK 2
FRIENDSWOOD
VOL. 238, PG. 14
O.R.C.C.G.C.



NOTES:

- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO SJ PARSONS INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S FILE NO. 2015065336 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
- ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
- THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
- THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
- EASEMENT GRANTED TO TEXAS-NEW MEXICO POWER COMPANY RECORDED IN C.F. NO. 8449042, O.P.R.G.C.

LEGAL DESCRIPTION:TRACT 1: A TRACT OF LAND CONTAINING 0.3337 ACRES (14,539 SQUARE FEET) SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151, GALVESTON COUNTY, TEXAS, BEING OUT OF LOT 9, BLOCK 2, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 4, GALVESTON COUNTY CLERK'S RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

TRACT 2 (EASEMENT ESTATE): A CALLED 890 SQUARE FEET OF LAND BEING PART OF LOT 9, BLOCK 2, OF FRIENDSWOOD, AS RECORDED IN VOLUME 238, PAGE 4, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, BEING ALL OF A 6 FOOT INGRESS-EGRESS EASEMENT RECORDED IN VOLUME 2927, PAGE 878 AND IN VOLUME 3071, PAGE 66, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS, AN LOCATED IN THE SARAH MCKISSICK OR J. R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS.SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.



SURVEYOR'S CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON JUNE 1, 2018 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING; AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS# 4148

REVISED(TRACT 2): 6-26-2018

CLIENT: ELIZABETHTOWN PROPERTIES, LLC
ADDRESS: 315 SOUTH FRIENDSWOOD DRIVE
www.survey1inc.com
survey1@survey1inc.com

Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW: MV	TECH: EF
DRAFTER: LT	FINAL CHECK: EF
DATE: 6-7-18	
JOB#: 5-63788-18	

**DESCRIPTION OF A TRACT OF LAND CONTAINING
0.3337 ACRES (14,539 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151
GALVESTON COUNTY, TEXAS**

Being a tract of land containing 0.3337 acres (14,539 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out Lot 9, Block 2, Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 14, Galveston County Clerk's Records, being all of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.3337-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South 44°47'40" East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North 45°01'54" East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South 44°52'07" East, a distance of 80.62 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the east of the said tract herein described;

THENCE South 13°22'36" West, a distance of 36.51 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for an angle point in the southeast line of the said tract herein described;

THENCE South 43°42'41" West, a distance of 10.01 feet for an angle point in the southeast line of the said tract herein described;

THENCE South 45°00'00" West, a distance of 107.52 feet (called 107.75 feet) to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the northeast right-of-way line of said F.M. 518 for the south of the said tract herein described;

THENCE North 44°40'53" West, along the northeast right-of-way line of said F.M. 518, a distance of 100.07 feet to the POINT OF BEGINNING and containing 0.3337 acres (14,539 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 June 1, 2018, job number 6-63788-18.





TRACT 2
DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0204 ACRES (890 SQUARE FEET) SITUATED
IN THE SARAH MCKISSICK LEAGUE, ABSTRACT 151
GALVESTON COUNTY, TEXAS

Being a tract of land containing 0.0204 acres (890 square feet), situated in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being part of Lot 9, Block 2, of Friendswood, Galveston County Texas, according to the plat recorded in Volume 238, Page 4, Galveston County Clerk's Records, being part of a tract land conveyed unto Mark Mclean and Lynn Mclean by deed recorded under County Clerk's File No. 2002050454 of the Official Public Records of Galveston County, Texas. Said 0.0204-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found "x" in concrete in the intersection of southeast right-of-way line of East Magnolia Street (48.00 feet wide) and the northeast right-of-way line of F.M. 518 (also known as South Friendswood Drive)(variable width);

THENCE South $44^{\circ}47'40''$ East, along the northeast right-of-way line of said F.M. 518, a distance of 116.12 feet to a found "X" in concrete for the west corner of the said tract herein described;

THENCE North $45^{\circ}01'54''$ East, a distance of 148.25 feet (called 148.48 feet) to a set "X" in concrete for the north corner of the said tract herein described;

THENCE South $44^{\circ}52'07''$ East, a distance of 6.00 feet to the east of the said tract herein described;

THENCE South $45^{\circ}01'54''$ West, a distance of 148.24 feet to the south of the said tract herein described, in the northeast right-of-way line of said F.M. 518;

THENCE North $44^{\circ}40'53''$ West, along the northeast right-of-way line of said F.M. 518, a distance of 6.00 feet to the POINT OF BEGINNING and containing 0.0204 acres (890 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 June 1, 2018, job number 6-63788-18.





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.

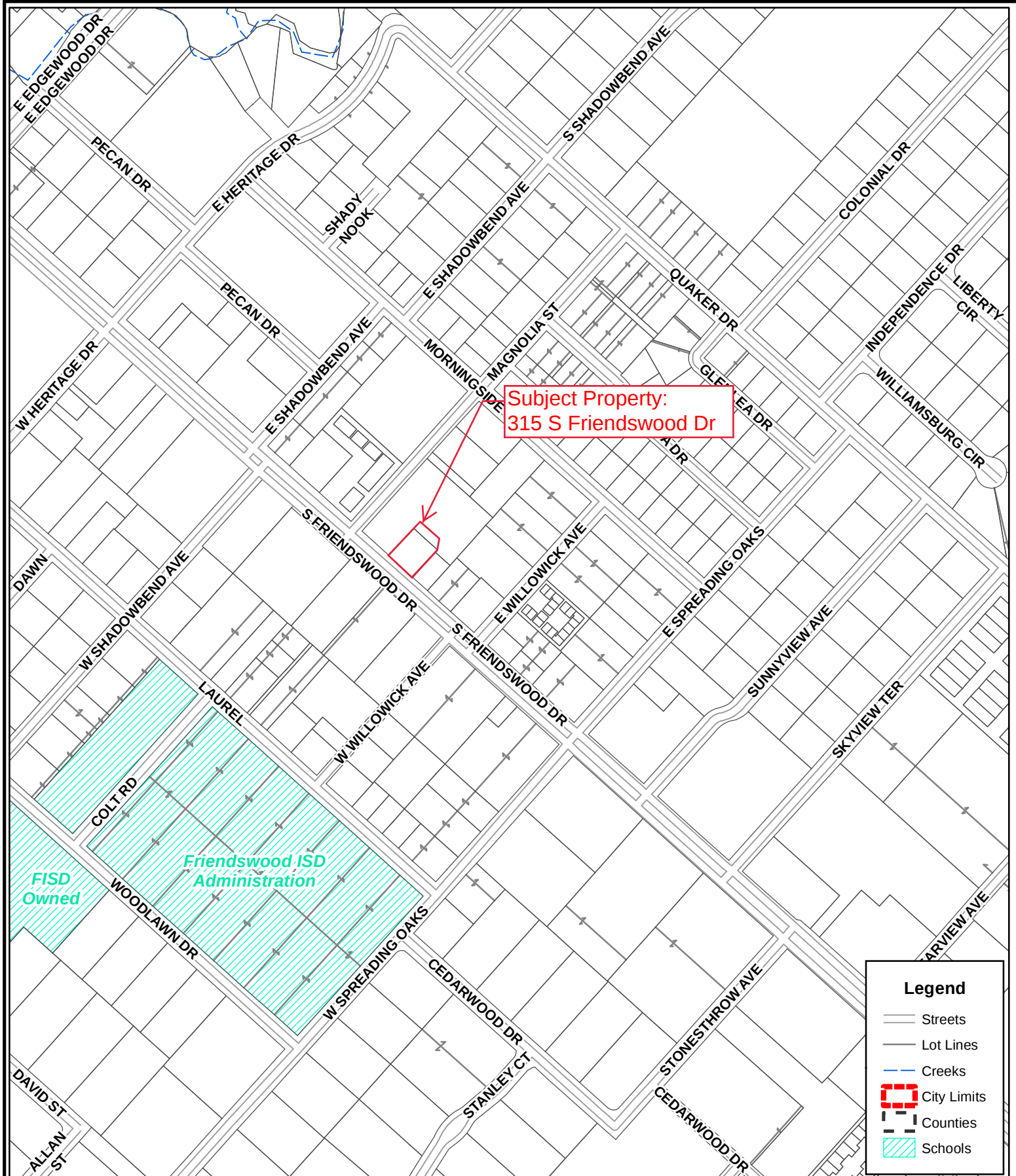


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 50'



Subject Property:
315 S Friendswood Dr

Legend

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

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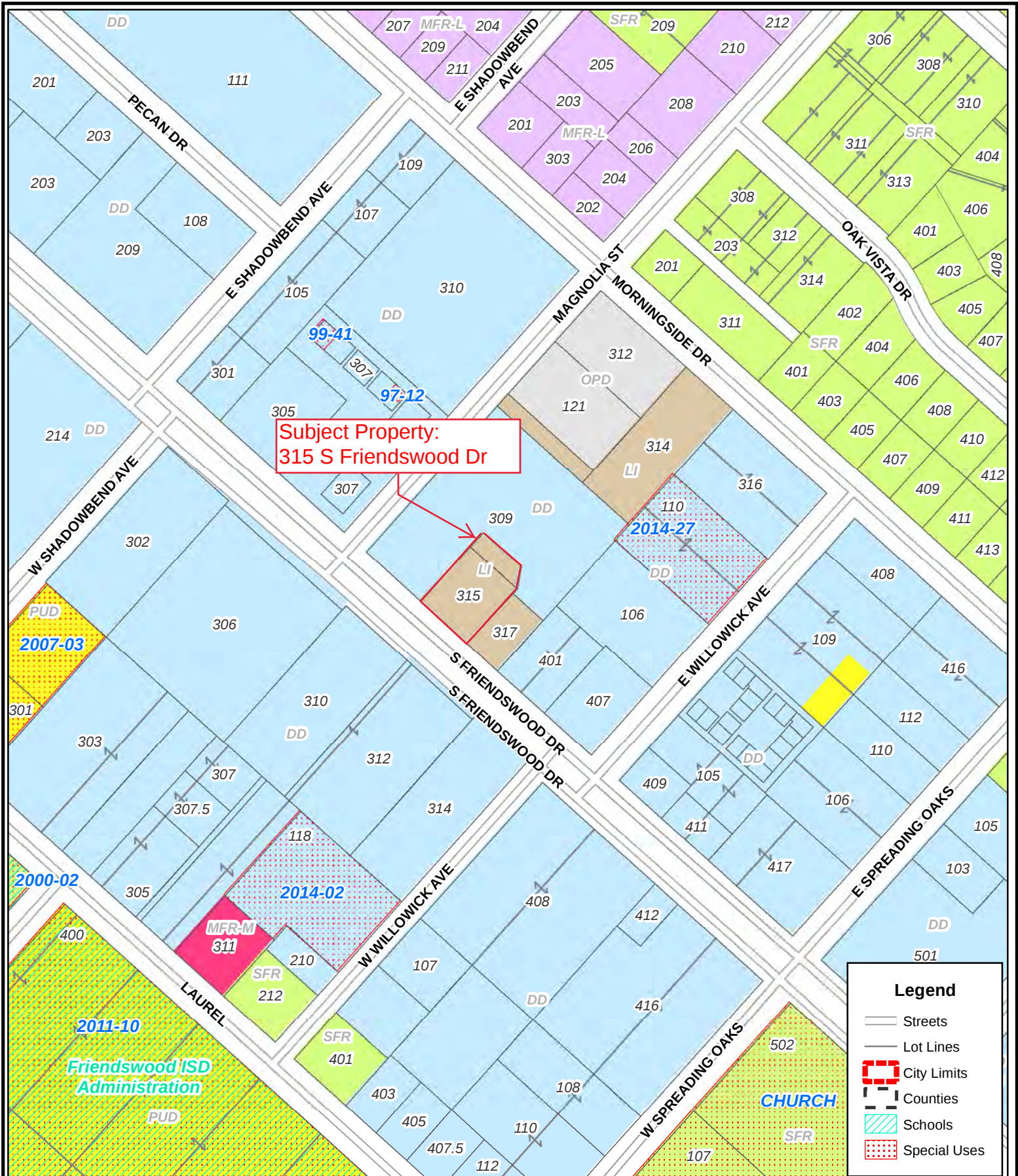


City of Friendswood
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Friendswood GIS Mapping



1" = 401'



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Friendswood GIS Mapping



1" = 200'

Rezoning Report

July 2018

Project: Zone Change

Address: 315 S. Friendswood Drive

Legal: Being a 0.3337 acre tract of land in the Sarah McKissick League Survey, Abstract 151, Galveston County, Texas, being out of Lot 9, Block 2 of Friendswood Subdivision.

Request: Zone classification change from Light Industrial (LI) to Downtown District (DD).

Applicable Zoning Ordinance Excerpts

Appendix C
Zoning Ordinance

Section 7. Schedule of District Regulations

- I. *Downtown District (DD), general purpose and description.* This district is designed to accommodate and promote Friendswood's original business and downtown areas. It is intended to achieve a balance of retail, commercial, office, and residential and public activities. Development within the DD should be pedestrian friendly with an emphasis on shared parking and shared access between developments. Development within the DD requires the approval of a development site plan by the planning and zoning commission.
1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in Section 20, Definitions, Subsection OO, Height. Additional regulations are set forth under Section 7-Q.2. Regulation Matrix.
 - a. No residential use shall be allowed on the first floor.
 2. See Section 8 for Supplementary District regulations.
 3. Permitted uses. Uses permitted in the DD, Downtown District, are set forth in section 7-P, Permitted Use Table.
 4. Buildings in the DD zoning district shall have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are prohibited, except as trim for eaves and overhangs. The Planning and Zoning Commission may approve alternative exterior facade materials.

Section 8.N.Downtown District Supplemental Requirements

- 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 appendix C, subsection 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.

Section 6. - Nonconforming uses, structures, and lots.

D. Nonconforming Structures.

1. It is the intent of this ordinance to permit nonconforming structures to remain but to prohibit any nonconforming structure from being enlarged or altered in a manner which increases its nonconformity. Nonconforming structures can be enlarged or altered, provided the enlargement or alteration itself conforms to current regulations. If the enlarged or altered portion of the structure conforms to current regulations, the existing nonconforming portion of the structure may remain in its existing nonconforming condition.
2. Where a nonconforming structure exists, or where a lawful structure becomes nonconforming by the future adoption or amendment of an ordinance, such structure may continue to exist as long as it remains otherwise lawful, subject to the following provisions:
 - a. *Enlargement.*
 - b. *Abandonment.*
 - c. *Destruction or Damage.*
 - d. *Relocation of Structure.*
 - e. *Repairs and maintenance – more than 50% during 36 months*

Existing Use/Site Attributes:

The site contains an existing 4,250 square foot, two-story building plus a large, walk-in refrigerator. A shared access easement straddles the northwest property line allowing access to the adjacent development from S. Friendswood Drive.



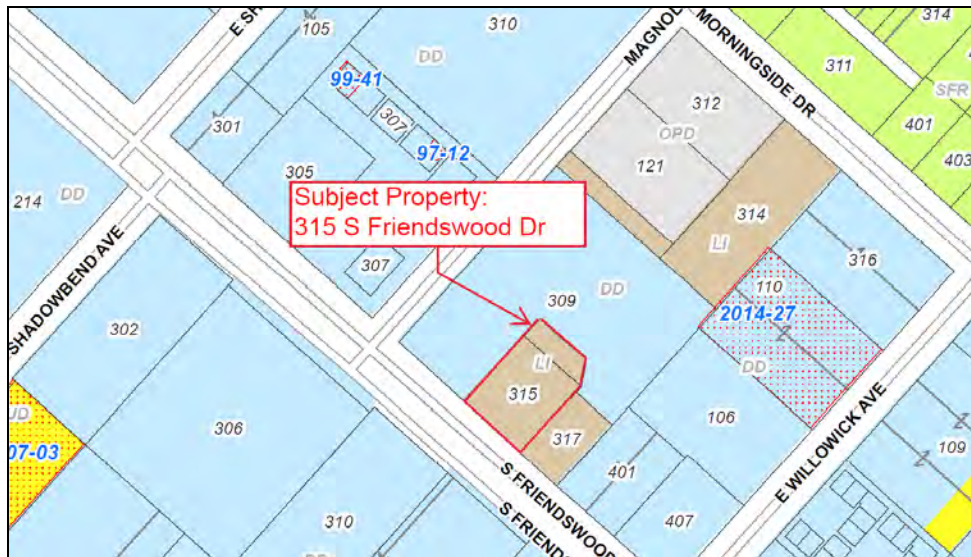
City of Friendswood GIS Aerial Map

Zoning History:

The current zoning of the property is Light Industrial (LI) and is located within the boundary of the Downtown District (DD).

Adjacent Zoning/Land Use:

The tract to the north and east of the subject property is zoned Downtown District. The property south of the subject tract is zoned Light Industrial.



City of Friendswood Zoning Map

Platting Analysis:

A Certificate of Platting Exemption was issued to the previous property owner in 2012.

Planning Analysis:

The property is located within the Downtown District boundary. If the zoning were changed to DD, the existing building and site would be non-conforming; however, structure and site may remain. Any additions to the site must meet current Downtown District requirements per the non-conforming requirements in the Zoning Ordinance.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Mixed Use and located within the Downtown District boundary.

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

The property is eligible to purchase regional detention through the Galveston County Consolidated Drainage District for any additional impervious cover.

Utilities:

City water and sewer services are existing at the site.

Access:

The project has direct access to South Friendswood Drive, which in turn connects to FM 2351 and out to Interstate 45.

Park/Open Space:

The property is a commercial development and will not affect the park system.