

NOTICE OF A SPECIAL AND REGULAR MEETING OF THE CITY OF FRIENDSWOOD PLANNING AND ZONING COMMISSION, TO BE HELD MONDAY, NOVEMBER 5, 2018, BEGINNING AT 7 PM, 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 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas, also known as at 3099 W. Parkwood Avenue, to change from Light Industrial (LI) to Light Industrial /Specific Use Permit (LI/SUP) to allow NAICS Use #7139 Other Amusement and Recreation Industries (shooting ranges)
 - B. Request to vacate three water line easements at 1501 W. Parkwood Avenue:
 - 1) A 0.017 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176; and
 - 2) A 0.017 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176; and
 - 3) A 0.070 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176.
 - C. Request to vacate a 40-foot right-of-way of Blackhawk Boulevard (a portion adjacent to 4650 FM 2351), a .6061 acre tract of land being out of Unrestricted Reserve "A," Block 1, of the Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Friendswood, Harris County, Texas

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.)
3. Consent agenda

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

A. Minutes from October 4, 2018 regular meeting

Action Items

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

4. **Consideration and possible action regarding a request to vacate three water line easements at 1501 W. Parkwood Avenue:**
 - 1) **A 0.017 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176; and**
 - 2) **A 0.017 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176; and**
 - 3) **A 0.070 of an acre waterline easement, out of Lot 2, Block 1 of Gardens at Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176.**
5. **Consideration and possible action regarding a request to vacate a 40-foot right-of-way of Blackhawk Boulevard (a portion adjacent to 4650 FM 2351), a .6061 acre tract of land being out of Unrestricted Reserve "A," Block 1, of the Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Friendswood, Harris County, Texas**
6. **Consideration and possible action regarding a zone change request for a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas, also known as at 3099 W. Parkwood Avenue, to change from Light Industrial (LI) to Light Industrial / Specific Use Permit (LI/SUP) to allow NAICS Use #7139 Other Amusement and Recreation Industries (shooting ranges)**
7. **Consideration and possible action regarding a site plan amendment for Bancorp Bank located at 699 S. Friendswood Drive to add a drive-up ATM on the side of the building**
8. Consideration and possible action regarding future Planning and Zoning Commission meeting dates
 - Thursday, November 15 – regular meeting
 - Monday, December 3 – City Council meeting
 - Tuesday, December 4 – Planning Retreat
 - Thursday, December 6 – regular meeting

9. Communications from the Commission

a. Commissioners

1) From the Chairman

- Establishment of the Downtown District Subcommittee, a special subcommittee to review the requirements of the DD zoning district including the boundary, permitted uses, on-street parking, fenestration, façade materials, etc.
- Retreat date set for Tuesday, December 4 at 6pm

2) Suggestions for future agenda items and general comments; updates from liaison Assignments

b. Staff

Nothing at this time

10. Adjournment

Aubrey Harbin, LEED AP

Deputy Director of Community Development/City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

I, Melinda Welsh, City Secretary of the City of Friendswood, do certify that the ABOVE NOTICE OF MEETING of the Friendswood Planning and Zoning Commission was posted in a place convenient to the general public in compliance with Chapter 551, Texas Government Code on the 1st day of November, 2018, at _____.

Melinda Welsh, City Secretary

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



PLANNING & ZONING COMMISSION

**MINUTES OF A
SPECIAL & REGULAR MEETING
HELD MONDAY, OCTOBER 4, 2018
AT 7:00 PM**

**CITY HALL
COUNCIL CHAMBERS & 2ND FLOOR
CONFERENCE ROOM
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS**

SPECIAL MEETING AS CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

No quorum. Requires 6 members.

Regular Meeting

1. The Regular Meeting was called to order at 7:04pm with the following people in attendance:

Commissioner Richard Sasson	Commissioner Brett Banfield
Commissioner Lisa Lundquist	Commissioner Eric Guenther
Commissioner Marcus Perry	
Becky Summers, Development Coordinator	
Aubrey Harbin, Director of CDD/Planner	

Absent: City Attorney Fischer, Matranga, and Clark

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

No public comments.

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

a. Minutes from September 20, 2018 regular meeting

Motion to approve: Guenther

Second: Lundquist

Vote: 5 to 0 Unanimous

Motion passed

Action Items

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

4. Consideration and possible action regarding the **Preliminary Plat of Georgetown Boulevard Street Dedication Section 2**, a subdivision of 3.809 acres located in the Hooper and Wade Survey, Section 22, Abstract 491 and I&GN RR Co Survey, Block 1, Section 23, Abstract 624, Friendswood, Galveston County, Texas

Motion to approve: Banfield

Second: Perry

Vote: 5 to 0 Unanimous

Motion passed

Harbin explained the first plat in the new Georgetown Subdivision would be for the entry road, a boulevard. She said it is named Section 2 because the beginning of the road will be constructed in Alvin. She said the Commission would see this again at Final Plat.

5. Consideration and possible action regarding the **Preliminary Plat of Georgetown Section 1**, a subdivision of 15.144 acres located in the I&GN RR Co Survey, Block 1, Section 23, Abstract 624, Friendswood, Galveston County, Texas

Motion to approve: Guenther

Second: Lundquist

Vote: 5 to 0 Unanimous

Motion passed

Harbin explained this plat was the first residential section of the previously discussed development, Georgetown Subdivision. She said this section would contain 33 lots and staff only had minor, clerical comments. She reiterated the Commission would see the plat again during Final Plat.

Lundquist asked if the development would have sidewalks around the ponds. Harbin said the plat specifies sidewalks are required within reserves. Sasson said the subdivision had nice large, 90'x130' lots.

6. Consideration and possible action regarding the **Preliminary Plat of Georgetown Section 2**, a subdivision of 40.675 acres located in the Hooper and Wade Survey, Section 22, Abstract 491 and I&GN RR Co Survey, Block 1, Section 23, Abstract 624, Friendswood, Galveston County, Texas

Motion to approve: Banfield

Second: Lundquist

Vote: 5 to 0 Unanimous

Motion passed

Harbin said Section 2 of the same development had similar, clerical comments from staff. She said the second section contained 68 lots. Lundquist asked why the corner lots have Xs marked. Harbin explained that staff asked the developer if they wished to limit

driveway access on corner lots, to which they did, so staff marked the plans to add that restriction. Sasson asked what the open areas would look like. Harbin explained amenity buildings would be reviewed separately and the Commission would see a site plan for any recreation centers.

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

Thursday, October 18 – No Meeting – APA Conference

Thursday, November 1 – regular meeting

Monday, November 5 - Council

Thursday, November 15 – regular meeting

Motion to move Nov. 1 meeting to Nov. 5: Guenther

Second: Perry

Vote: 5 to 0 Unanimous

Motion passed

8. Communications

a. Commissioners - Lundquist asked for the KFB liaison information and Harbin said she would contact the KFB representative again.

Sasson said he watched the last Planning and Zoning meeting on YouTube and found the Commission has very poor microphone etiquette. He said he spoke with Jeff Newpher, the City's media specialist, and they thought it might be better to leave the microphones on during meetings rather than turning them on and off to speak.

b. Council Liaison – Sally Branson said she would like to be part of the Downtown District ordinance subcommittee.

c. Staff

Downtown District changes – Ordinance Subcommittee: Harbin said Summers is working on the Zoning Ordinance rewrite but the project is still at staff level. Harbin said she would lead the subcommittee in discussing the Downtown District changes while Summers works on the Zoning Ordinance.

Harbin stated the September 2018 DRC Report had been sent out.

8. The meeting was adjourned at 7:23pm.

These minutes respectfully submitted by:

Becky Summers

Becky Summers

Development Coordinator/P&Z Secretary

Zone Change Request

3099 W. Parkwood Ave.

Request to change from Light Industrial (LI) to Light Industrial / Specific Use Permit (LI/SUP) to allow NAICS Use #7139 Other Amusement and Recreation Industries (shooting ranges)

This is an existing use that now, according to the Permitted Use Table in the City of Friendswood Zoning Ordinance, requires a Specific Use Permit (SUP). The property owner is proposing to build a new building and two additional structures in the future, which is what triggered the application for the SUP.

1. [Rezoning Report](#)
2. [Application](#)
3. [Metes and Bounds Description](#)
4. [Deed](#)
5. [Aerial Map](#)
6. [Location Map](#)
7. [Zoning Map](#)
8. [Existing Aerial Site Plan](#)
9. [Proposed Site Plan](#)
10. [Proposed Building elevations](#)
11. [Club House narrative](#)

Rezoning Report

October 2018

Project: Zone Change

Address: 3099 (3121) W. Parkwood Ave.

Legal: Being a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I & GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas.

Request: Zone classification change from Light Industrial (LI) to Light Industrial/Specific Use Permit (LI/SUP) to allow NAICS Use 7139 Other Amusement and Recreation Industries (shooting range).

Applicable Zoning Ordinance Excerpts

Appendix C

Zoning Ordinance

Section 7. Schedule of District Regulations

M. (M-1) LI, **Light Industrial District**, general purpose and description. The LI, Light Industrial District, is intended primarily for the conduct of light manufacturing, assembling, and fabrication, and for warehousing, wholesaling, and service operations. This district is designed to upgrade industrial development standards, prevent industrial blight, and protect light industrial development from incompatible residential, commercial or heavy industrial uses.

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 site contains multiple buildings and target ranges including a clubhouse, maintenance building, and classroom. A shared, private road provides access to the facility.



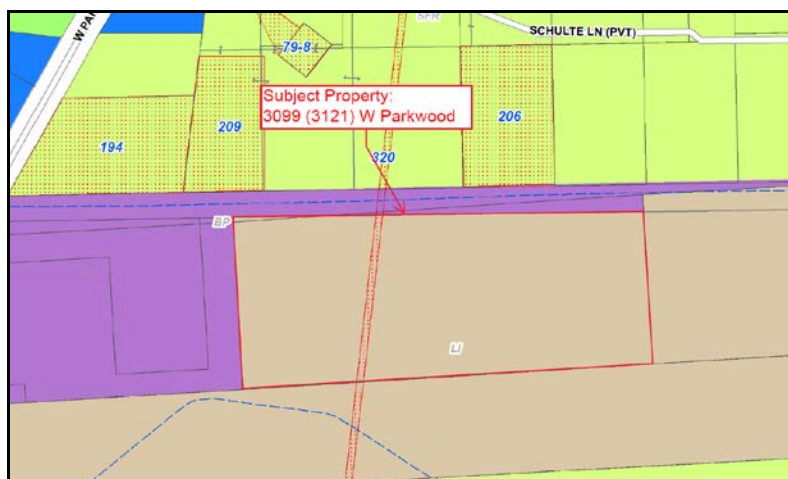
City of Friendswood GIS Aerial Map

Zoning History:

The original zoning of the property was Single Family Residential (SFR). Ordinance 2001-06 rezoned the tract to Light Industrial (LI) in 2001.

Adjacent Zoning/Land Use:

The tracts to the north and west of the subject property are zoned Business Park (BP). The properties to the south and east of the subject tract are zoned Light Industrial (LI).



City of Friendswood Zoning Map

Platting Analysis:

The property qualifies for a Certificate of Platting Exemption.

Planning Analysis:

The addition of a new classroom/training facility requires the property to be brought into compliance with the current Zoning Ordinance for building permits to be issued.

Comprehensive Planning Analysis:

The Future Land Use Map identifies this property developing as Special Interest Non-Residential Light Industrial Emphasis.

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:

The facility does not have access to city water or sewer. The club currently utilizes water well(s) permitted through the Galveston-Harris Subsidence District and septic system(s) permitted through the Galveston County Health District.

Access:

The project has direct access to West Parkwood Ave, which in turn connects to FM 518 and out to Interstate 45.

Park/Open Space:

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

Miscellaneous Codes:

Local Government Code, Chapter 229 Miscellaneous Regulatory Authority of Municipalities

Local Government Code, Chapter 250 Miscellaneous Regulatory Authority of Municipalities and Counties

City of Friendswood Code of Ordinance, Chapter 54 Article IV. Noise



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: _____

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☒ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: 7139

PROPERTY IDENTIFICATION:

Address: 3099 W. PARKWOOD AVE.

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: PEARLAND SPORTSMAN CLUB Phone: 713-446-7161

Owner's Mailing Address: PO Box 528

City: FRIENDSWOOD State: TX Zip: 77549 Fax: _____

Owner's Email Address: PHIL@PSCSHOOTINGCLUB.COM

AGENT'S NAME: Jim Pierre Phone: 832-851-8412

Agent's Mailing Address: P.O. Box 39

City: Friendswood State: TX Zip: 77549 Fax: _____

Agent's Email Address: JPierre30@texasshooting.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: Philip Myers Treasurer Date: 9-25-18

Agent's Signature: [Signature] Date: 9-24-18

Received By: Brunner
Date of Public Hearing: 11-5-18
Property Owner Notices: 10-26-18

Application Number: 9AD-2018-0043
Received Date: 10-1-18
Newspaper Notice: 10-15-18
Sign on Property: 10-26-18

PSC – 3099 W. Parkwood Ave.

Being a 55.159 acre tract, in the Beaty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Friendswood, Galveston County, Texas, and the tract herein being more particularly described by metes and bounds as follows:

COMMENCING at a ¾ inch iron pipe set in the East right of way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line of said James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

The State of Texas,
County of GALVESTON

} Know All Men by These Presents:

That WE, FRANK L. WILLAERT AND WIFE, JOHNETTA C. WILLAERT

of the County of Harris State of Texas for and in consideration
of the sum of TEN DOLLARS (\$10.00) AND other good and valuable considera-
tions XXXXXXXX
to us paid, and secured to be paid, by PEARLAND SPORTSMAN'S CLUB, INC.

as follows:

The sum of TEN DOLLARS (\$10.00) and other good and valuable
considerations cash in hand paid, receipt of which is hereby acknow-
ledged, and one (1) Promissory Vendor's Lien Note executed by PEARLAND
SPORTSMAN'S CLUB, INC. in the principal sum of THIRTY-EIGHT THOUSAND
EIGHT HUNDRED NINETY-TWO DOLLARS AND THIRTY-FOUR CENTS (\$38,892.34) pay-
able in fifteen (15) annual installments of FOUR THOUSANDFIVE HUNDRED
FORTY-THREE AND 78/100 DOLLARS (\$4,543.78) each, including interest
at 8% per annum;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
PEARLAND SPORTSMAN'S CLUB, INC., a Texas corporation
of the County of State of Texas all that certain

Tract or parcel of land lying situate in Galveston County,
Texas described as follows:

The surface only in and to all that certain tract or parcel of
land known as a 55.159 acre tract, in the Beaty Sealy, and Forwood Sur-
vey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract
624, Alvin, Galveston County, Texas, and the tract herein being conveyed
being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron pipe set in the East right of way
line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe
being across said highway and West of a concrete monument set at the
Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of
said James E. Raines Survey, a distance of 2174.5 feet to an iron rod
for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line
of said James E. Raines Survey, a distance of 2427.13 feet to an iron
pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

Said land is subject to and conveyed subject to right-of-way easement as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County, Texas and to oil and gas lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is excepted from this conveyance and reserved to Grantors herein, their heirs and assigns all of the oil, gas, sulphur and other minerals under or that may be produced and saved from said land, together with rights of ingress and egress over, upon or across said land for producing and saving said minerals.

It is agreed that at such time as Grantee shall have paid the sum of FIVE THOUSAND DOLLARS (\$5,000.00) on the principal of the Note secured hereby, then and at that time, holder of the Note will execute a partial release covering a five (5) acre strip bordering the most Westernly side of the hereinabove described property. Release to be at the expense of Grantee herein.

There is likewise granted, sold and assigned to the Grantees herein, its successors and assigns that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas, said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by easement of record in the office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said PEARLAND SPORTSMAN'S CLUB, INC. its successors

~~XXXX~~ and assigns forever and WE do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said PEARLAND SPORTSMAN'S CLUB, INC. , its successors

~~XXXX~~ and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR hands at
this 21st day of February

Witness at request of Grantor:

19 72

FLW Frank L. Willaert

JCW Johnetta C. Willaert

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Frank L. Willaert and wife, Johnetta C. Willaert
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 21st day of Feb. A. D. 1972

(L. S.)

Notary Public in and for Brazoria County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for
record in my office on the day of A. D. 19 at o'clock M.,
and was duly recorded by me on the day of A. D. 19
in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in
the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

52861

Warranty Deed

(WITH VENDOR'S LIEN)

FROM

TO

FILED FOR RECORD

FILED FOR RECORD

at 2:30 o'clock P. M.

MAR 15 1972

By GERARDE MCKENNA

County Clerk, Galveston County, Texas

Deputy

[Signature]

In _____ A. D. 19__

County Records

In Book _____ on Page _____

GUARANTY ABSTRACT COMPANY

P. O. BOX 870

By _____ TEXAS CITY, TEXAS 77590

Deputy

Recording Fee \$ _____

This instrument should be filed immediately with

the County Clerk for Record.

632 43

GERARDE MCKENNA

TEXAS

THE ODE COMPANY, PUBLISHERS, DALLAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as shown hereon by me.



MAR 15 1972

[Signature]
COUNTY CLERK, Galveston County, Texas

DEED OF TRUST

BOOK 2776 PAGE 104

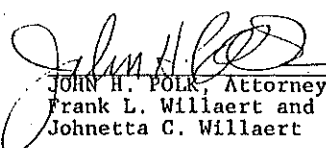
RELEASE OF LIENTHE STATE OF TEXAS
COUNTY OF GALVESTONX
X
X
KNOW ALL MEN BY THESE PRESENTS:

THAT we, FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, acting herein by and through our agent and Attorney-in-Fact, JOHN H. POLK, of the County of Galveston, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of THIRTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-TWO AND THIRTY-FOUR/100----- DOLLARS (\$38,892.34) dated February 21, 1972, executed by PEARLAND SPORTSMAN CLUB, a Texas corporation, payable to the order of FRANK L. AND JOHNETTA C. WILLAERT, more fully described in a Deed of Trust, duly recorded in Vol. 2242, page 224 of the Deed of Trust Records of Galveston County, Texas; said note being secured by said Deed of Trust lien against the following described property, to-wit:

"EXHIBIT A"

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, securing said indebtedness.

EXECUTED this 23rd day of December,
A.D., 1976.


JOHN H. POLK, Attorney-in-Fact for
Frank L. Willaert and wife,
Johnetta C. Willaert

-2-

THE STATE OF TEXAS X
COUNTY OF HARRIS X

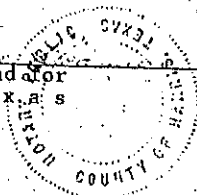
BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. POLK, Attorney-in-Fact for FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of FRANK L. WILLAERT and wife, JOHNETTA C. WILLAERT.

GIVEN UNDER MY HAND AND SEAL of office on this the
____ day of _____, A.D., 1976.

Notary Public in and for
Harris County, Texas

My Commission Expires:

August 15, 1977



DEED OF TRUST

"EXHIBIT A"

BOOK 2776 PAGE 106

THE SURFACE ONLY in and to all that certain tract or parcel of land known as a 55.159 acre tract, in the Beaty Sealy and Forwood Survey, Abstract 625, in the I&GN RR Co. Survey, Section 23, Abstract 624, Alvin, Galveston County, Texas, and the tract herein conveyed being more particularly described by metes and bounds as follows: COMMENCING at a 3/4 inch iron pipe set in the East right-of-way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision; THENCE North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described; THENCE North 89° 57' East, continuing along the South line of the James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner; THENCE North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement; THENCE North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner; THENCE South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described and containing 55.159 acres, more or less.

Said land is subject to right-of-way easements as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County, Texas and to Oil and Gas Lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is likewise granted, sold and assigned to the Trustee herein, his substitutes or successors that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas, said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by Easement of record in the Office of the County Clerk of Galveston County, Texas.

DEED OF TRUST
BOOK 2776 PAGE 107

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped hereon by me.



DEC 27 1976

John L. Humphrey Jr.
COUNTY CLERK, Galveston County, Texas

FILED
DEC 27 11 59 AM 1976
COUNTY CLERK, GALVESTON COUNTY, TEXAS

FILED
DEC 27 11 59 AM 1976
COUNTY CLERK, GALVESTON COUNTY, TEXAS

36436

JOHN H. POLK
ATTORNEY AT LAW
1200 SOUTH POST OAK ROAD
SUITE 111
HOUSTON, TEXAS 77027

The State of Texas,
COUNTY OF GALVESTON

Know all Men by These Presents:

That **Pearland Sportsman's Club, Inc.**, a corporation duly formed and existing under the laws of the State of Texas of the County of Brazoria

~~XXXXXXXXXX~~ State of Texas for and in consideration of the sum of **Ten (\$10.00) Dollars**, and other good and valuable considerations, the receipt of which is hereby acknowledged and ~~XXXXXXXXXX~~ confessed, to it in hand paid by **Pearland Sportsman's Club Service Corporation** as follows:

The above mentioned cash and other consideration paid prior to the date hereof and the execution hereof.

And the further consideration of the assumption and agreement by the Grantee herein to pay off and discharge as the same shall become due and payable the unpaid principal balance and interest as it accrues owing on that one certain promissory note dated February 21, 1972, in the original principal sum of \$38,892.34 payable in fifteen (15) annual installments of \$4,543.78 each including interest therein at 8% per annum, and which said note is secured by Vendor's Lien retained in deed of even date therewith from Frank L. Willaert and wife, Johnetta C. Willaert to Pearland Sportsman's Club Inc. recorded in Volume 2241 at Page 558 of the Deed Records of Galveston County, Texas;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Pearland Sportsman's Club Service Corporation, a Texas corporation, of the County of **Galveston** State of **Texas** all that certain

Tract or parcel of land lying situate in Galveston County, Texas described as follows:

The surface only in and to all that certain tract or parcel of land known as a 55.159 acre tract, in the Beatty Sealy, and Forwood Survey, Abstract 625, in the I&GN RR Company Survey, Section 23, Abstract 624, Alvin, Galveston County, Texas, and the tract herein being conveyed being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron pipe set in the East right

of way line of State Highway Farm Road # 528 (100 feet wide), and said iron pipe being across said highway and West of a concrete monument set at the Southeast corner of Tower Estates Subdivision;

THENCE, North 89° 57' East along and with the South line of said James E. Raines Survey, a distance of 2174.5 feet to an iron rod for corner, being the PLACE OF BEGINNING of the tract herein described;

THENCE, North 89° 57' East, continuing along the South line of said James E. Raines Survey, a distance of 2427.13 feet to an iron pipe for corner;

THENCE, North 0° 01' 05" East, a distance of 943.97 feet to an iron rod set in the South line of American Canal Company Easement;

THENCE, North 87° 54' 06" West, along and with the South line of said canal easement, a distance of 2430.92 feet to an iron rod for corner;

THENCE, South 0° 06' 10" East, a distance of 1035.1 feet to the PLACE OF BEGINNING of the tract hereby described.

Containing 55.159 acres, more or less. Recorded in Volume 79 at Page 533 of the Galveston County Deed Records.

Said land is subject to and conveyed subject to right-of-way easement as reflected by instrument of record in Volume 1527 at Page 676 of the Records in the Office of the County Clerk of Galveston County Texas and to oil and gas lease recorded in Volume 2046 at Page 861 of the Galveston County Deed Records.

There is excepted from this conveyance the mineral reserve to Frank L. Willaert, Et Ux, in the deed to Grantors herein recorded in Volume 2241 at Page 558 of the Deed Records of Galveston County, Texas.

There is likewise granted, sold and assigned to the Grantees herein, its successors and assigns that certain easement and right-of-way out of the Beaty, Sealy and Forwood Survey, Section 5, Abstract 625 and I&GN RR Co. Survey, Abstract 624, Galveston County, Texas covering a 30 foot strip lying within the easement of Brazos Valley Rice Co. as described in Volume 1493 at Page 445 of the Deed Records of Galveston County, Texas said 30 foot strip adjoining the South right-of-way line of said canal easement, and being the same easement granted and sold by M. J. Carroll to Frank L. Willaert by easement of record in the office of the County Clerk of Galveston County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **Pearland Sportsman's Club Service**

Corporation its successors and assigns

~~XXXXXXXXXX~~ forever and we do hereby bind Grantor, **Pearland Sportsman's Club, Inc.** its successors and assigns

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ to Warrant and Forever Defend, all and singular the said premises unto the

said **Pearland Sportsman's Club Service Corporation, its successors and assigns**

~~XXXXXXXXXX~~ against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at **Houston, Texas**

this 29th day of **January**, A. D. 1974

PEARLAND SPORTSMAN'S CLUB INC.

ATTEST: William H. Taylor Jr. BY Andrew M. Sea
William H. Taylor Jr., Secretary **Andrew M. Sea, President**

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A. D., 19

(L. S.)

Notary Public in and for County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A. D., 19

(L. S.)

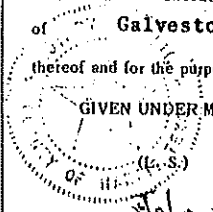
Notary Public in and for County, Texas.

ACKNOWLEDGMENT OF CORPORATION

THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Andrew M. Sea
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Pearland Sportsman's Club Inc.
of Galveston County , Texas, and as the President thereof and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of Jan. , A. D., 1974



(L. S.)

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the day of , A. D., 19 at o'clock
M. and was duly recorded by me on the day of , A. D., 19 in Vol.
page , of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas.

By Deputy.

6366

Warranty Deed

TO

FILED FOR RECORD

FILED FOR RECORD

at 4:00 o'clock P.M.

FEB 1 1974 County Clerk

GERTRUDE MCKENNA

RECORD OF GALVESTON COUNTY TEXAS

By *Gertrude McKenna*

A. D. 19

In Book _____ on Page _____ County Records

County Clerk

By _____ Deputy

Received \$450.00

This instrument should be filed immediately with the County Clerk for record.

Return to *Phyllis Lane*

John Seigel v *ist*

P.O. Box 18439

Houston, Texas 77240



STATE OF TEXAS

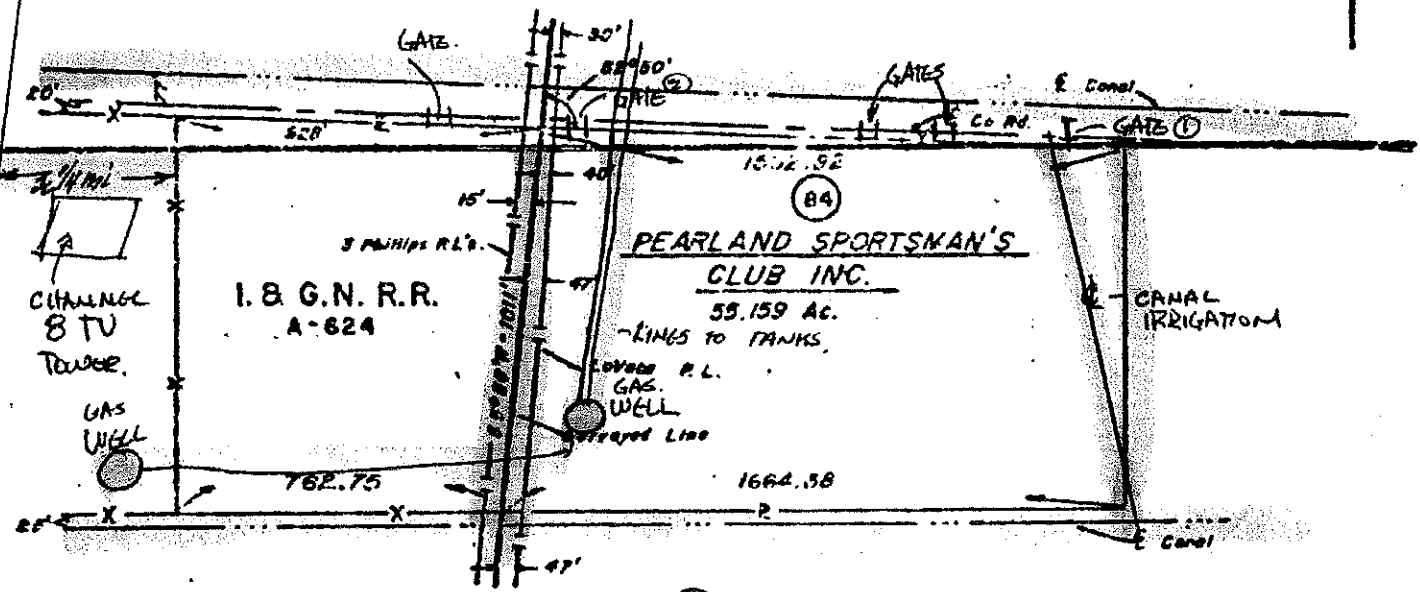
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Galveston County, Texas as stamped herein by me.

FEB 1 1974

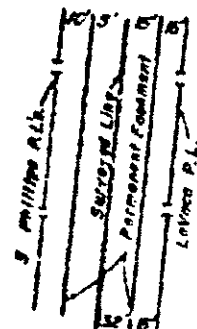
Gertrude McKenna
COUNTY CLERK, Galveston County, Texas

B.S. & F.
A-625

(85)
AMERICAN CANAL CO.



(83)
J. A. SEGELQUIST



RIGHT-OF-WAY DETAIL
NOT TO SCALE

GATE ① to rancher's property
GATE ② Oil Co GATE & ROAD to WELL

Surface rights only.

THIS DRAWING IS THE PROPERTY OF DOW CHEMICAL U.S.A., IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED, AND IS SUBJECT TO RETURN ON DEMAND. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

MK.	DATE	REVISION	APP.
	11-12-73	ADDED BOUNDARY DIMENSIONS	TLT

Total Rods 161.27		
B/M 7.0.8 P.27		
THE DOW CHEMICAL COMPANY		
FREEPORT-BAYPORT PROP. PIPELINES PEARLAND SPORTSMAN'S CLUB, INC.		
BRAZORIA COUNTY, TEXAS		
DR. BY G.S.A.	CHK BY G.S.A.	APP.
DATE 6-21-78		



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.

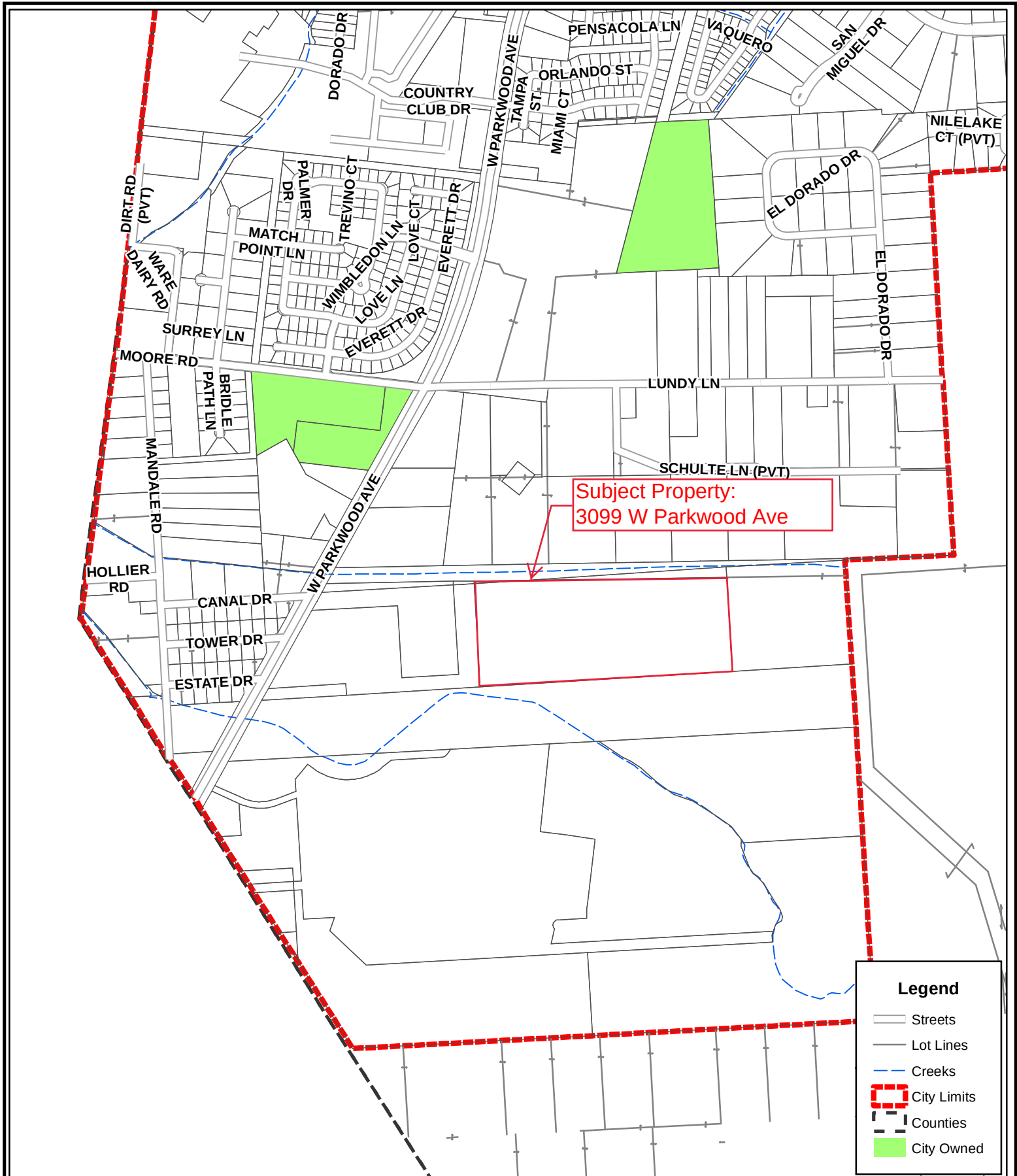


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 605'



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.

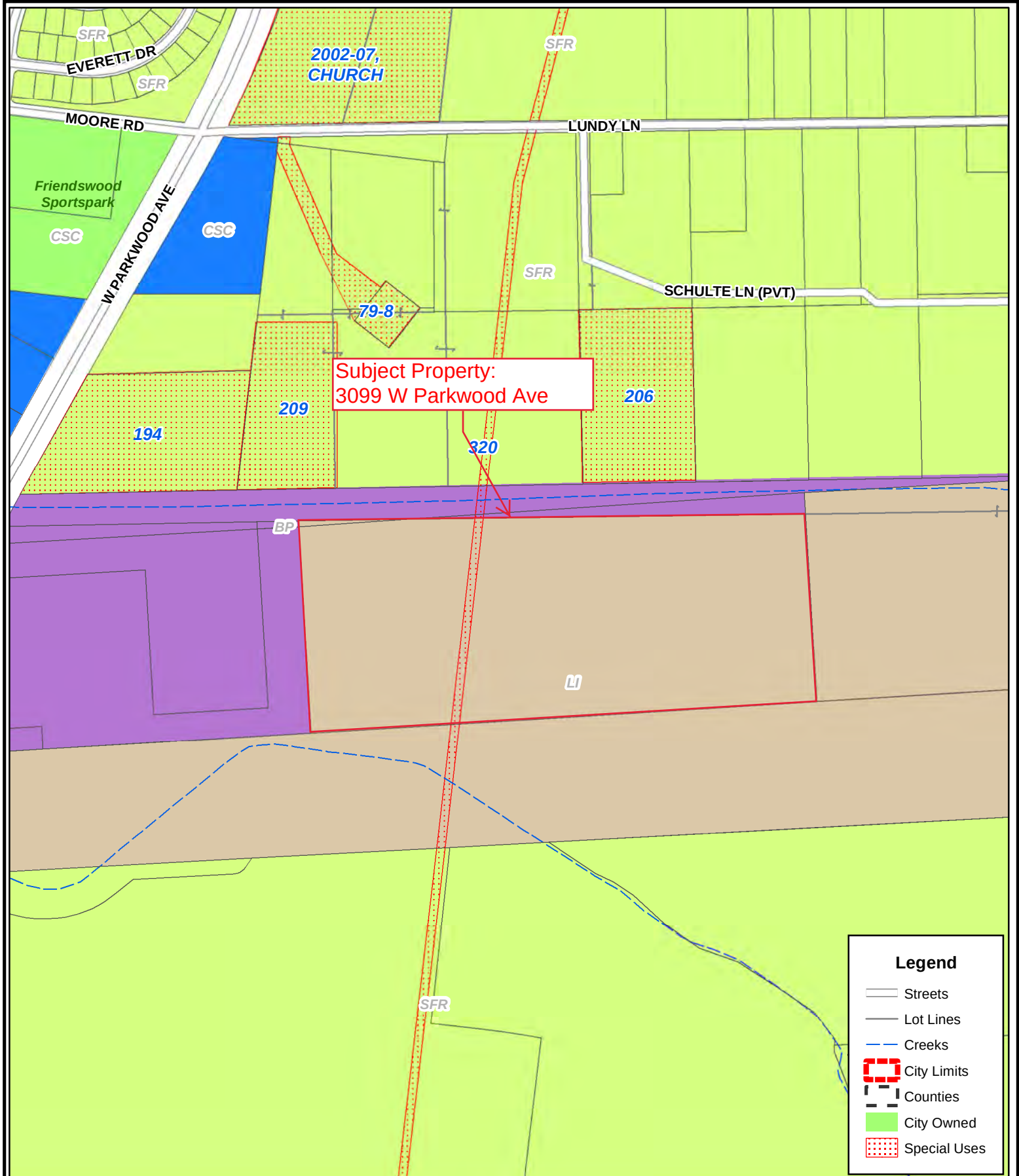


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 1,209'



Subject Property:
3099 W Parkwood Ave

Legend

- Streets
- Lot Lines
- Creeks
- City Limits
- Counties
- City Owned
- Special Uses

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
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Friendswood GIS Mapping

1" = 605'



Access Road - 20 MPH

Shotgun Clubhouse

Maintenance
Classroom

Trap & Skeet

Archery

Range 4
Benchrest
Only

Range 3
.22 Rimfire
only

Pistol Cells

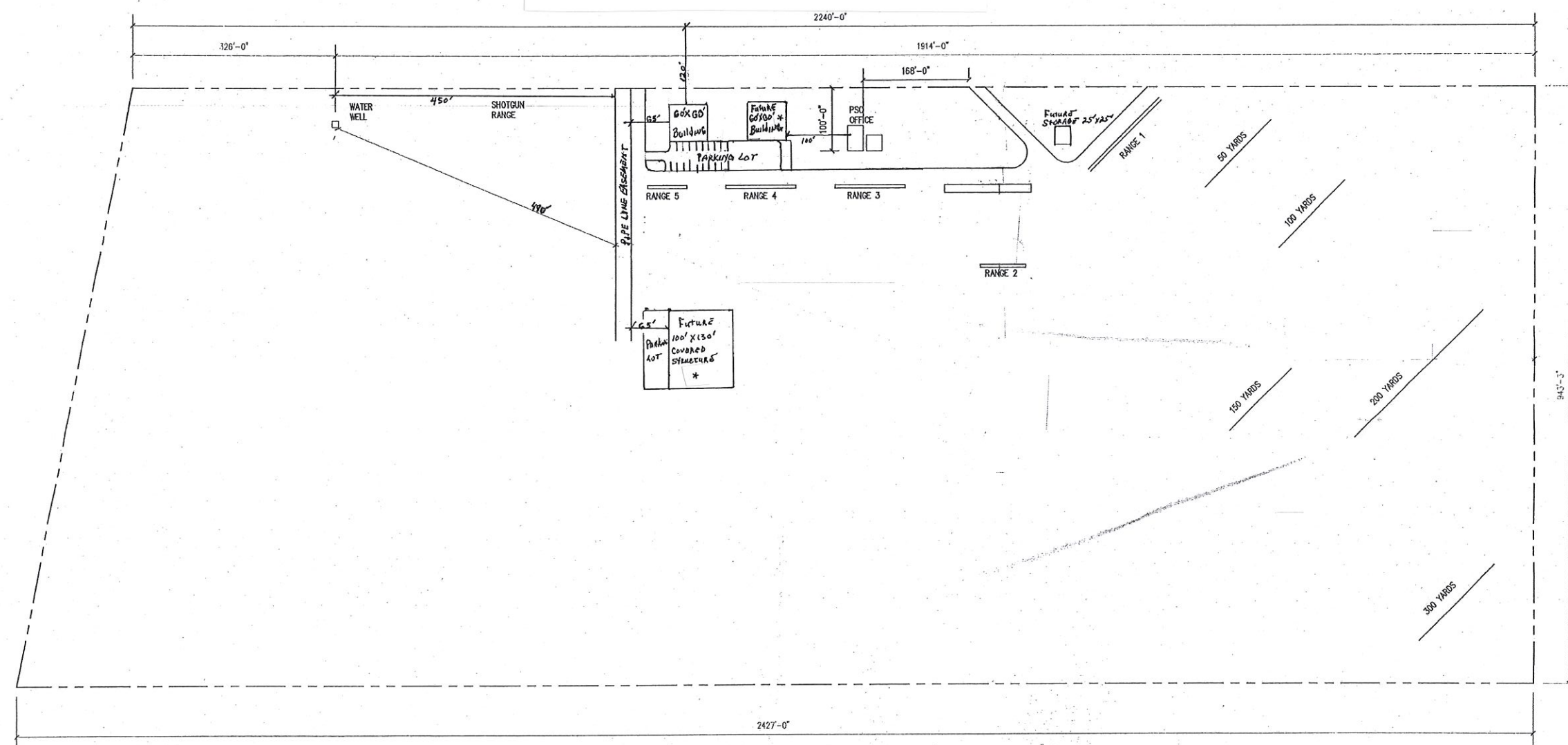
Range 1

Pistol Bays

GENERAL NOTE: 1B.C
ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE 2012
AND ALL REGULATIONS OF THE CITY OF FRIENDSWOOD.

PARKING TABLE
1 space per 200 sq ft of indoor facility plus 1
space per target
Required: 3600 sq ft/200 = 18 spaces
Provided: 19 spaces

*Future buildings and ranges will install
additional parking as required.



No trees greater than 12" exist
within construction areas.

No additional exterior lighting is
proposed.

PSC SHOOTING RANGE
3121 W. PARKWOOD DRIVE, FRIENDSWOOD, TEXAS

ISSUED FOR:
ENGINEERED BY:
DESIGNED BY:
SHEET NUMBER
A0.0



DESIGNERS -
- PLANNERS -
CONSTRUCTION -
CONSULTANTS -

301 WEST EDGEWOOD
SUITE #10 B
FRIENDSWOOD, TEXAS
77546

(281)482-3395

FAX:
(281)482-7304

E-MAIL:
jean@rivesdesigners.com

DISCLAIMER:
TO THE BEST OF MY KNOWLEDGE
AND BELIEF, THE INFORMATION
CONTAINED HEREIN IS TRUE AND
CORRECT. I AM NOT PROVIDING
ANY GUARANTEE OR WARRANTY
OF ANY KIND, AND I AM NOT
RESPONSIBLE FOR ANY ERRORS
OR OMISSIONS. THE OWNER
AND CONTRACTOR SHALL BE
RESPONSIBLE FOR THE
DESIGN, CONSTRUCTION, AND
MAINTENANCE OF THE
BUILDING. THESE PLANS ARE
THE SOLE PROPERTY OF RIVES
DESIGNERS, LLC, AND ARE FOR
USE ON A SPECIFIC PROJECT.
NO WARRANTIES ARE GIVEN OR
MADE AS TO THE COMPLETION
OR ACCURACY OF THESE PLANS.
THESE PLANS ARE THE SOLE
PROPERTY OF RIVES DESIGNERS,
LLC, AND ARE FOR USE ON A
SPECIFIC PROJECT. NO OTHER
PROJECTS SHALL BE USED ON
ANY OTHER PROJECT BY ANY
OTHER PERSON WITHOUT EXPRESS
PERMISSION FROM RIVES DESIGNERS.

PROJECT DESCRIPTION

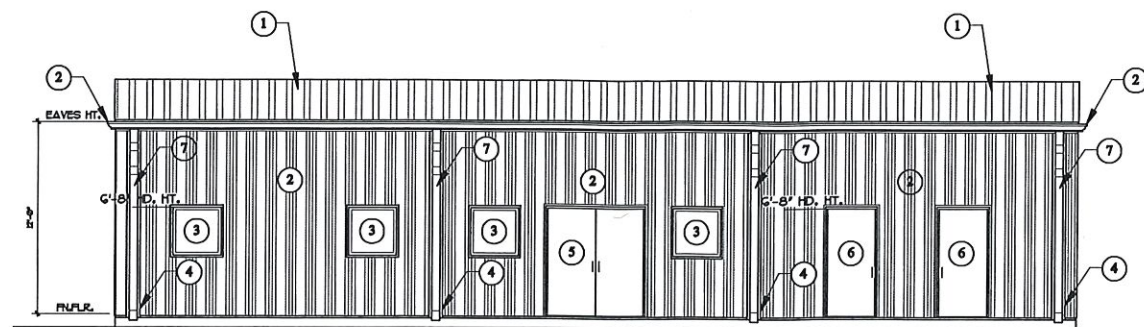
CLIENT:
A PROPOSED NEW
BUILDING FOR:
PSC
FRIENDSWOOD, TEXAS

REVISIONS:

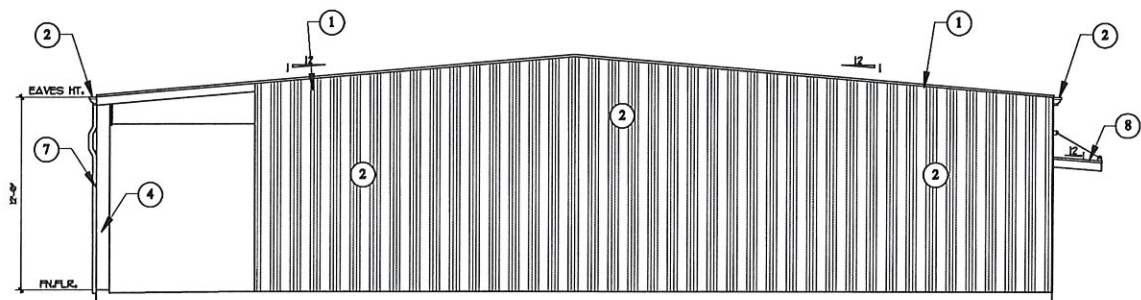
DATE: 09/27/18
JOB NO:
DRAWN BY: S. RIVES
SHEET NUMBER:

3.0

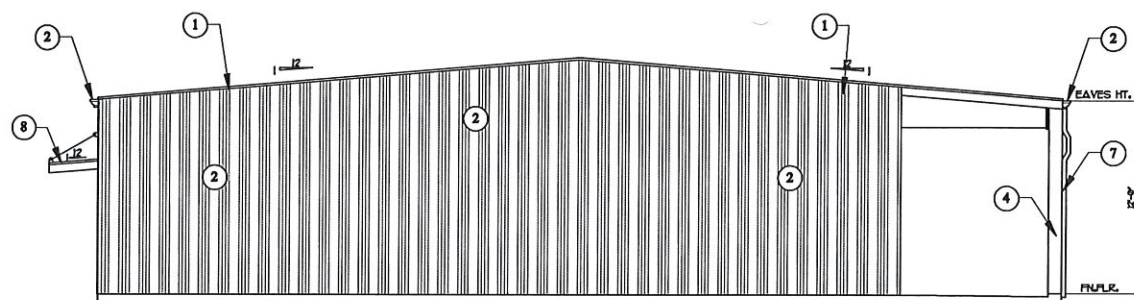
OF



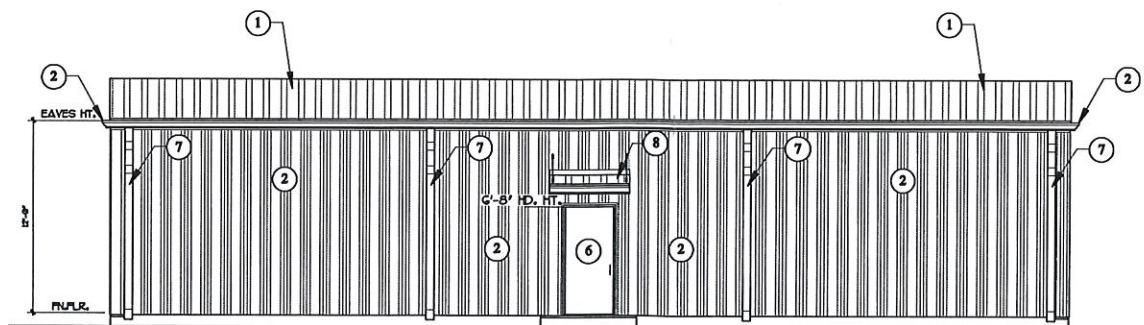
FRONT



LEFT



RIGHT



FRONT

ELEVATION KEYNOTES:

1. STANDARD METAL ROOF
2. METAL R PANEL (SELECTED BY OWNER)
3. 3030 FIXED LOW-E GLASS
4. METAL BUILDING COLUMN
5. 30GB METAL DOOR, PAIR, INSULATED
6. 30GB METAL DOOR, INSULATED
7. DOWN SPOUT
8. METAL AWNING

ELEVATION NOTES:

- A. FLASH AND COUNTERFLASH AS REQUIRED.
- B. OWNER SELECT COLOR IN TRIM, DOORS, PANEL AND ROOF.
- C. GUTTER AND DOWNSPOUT LOCATED BY OWNER.
- D. SEE STEEL BUILDING MANUFACTURER PLANS FOR STEEL BUILDING DETAILS.

ELEVATIONS

FILE NUMBER: 1803-4005
DRAWING SCALE: 3/16" = 1'-0"
SHEET NUMBER: 3.0

To Whom it may concern,

10/10/2018

PSC Shooting Club, Inc. proposes to construct a new club house on the north side of our property, just west of the existing buildings. The new structure will be located more than 50' from the existing pipe line right of way.

This will be a PEMB structure consisting of a 50' x 60' enclosed area with a 60' x 10' covered patio. The foundation will be concrete construction over select fill. Windstorm rating of 150 mph for Galveston County will be met, for insurance purposes. The roof will be solar white R panels for energy efficiency, and the walls will be light blue R panel to match the existing buildings. All trim to be white. One pair of 7'0" x 6'0" entry doors will be installed along with three 3'0" x 3'0" windows on the front face (south elevation). Walls to be insulated with 3" (R10) vinyl backed and the roof with 6" (R19) vinyl backed material.

Men's and Women's restrooms will be included in the project on a septic system. The Club house will have a small residential style kitchen with the remainder of the area to be open and used for a meeting room.

The building will be all electric and have LED lighting. The structure will be insulated and air-conditioned. The interior will have an acoustic lay in ceiling. All the access will be ADA compliant, and we will provide one ADA parking space and signage.

We will add approximately 8100 sq. ft. of parking area. The required parking spaces will be constructed of solid surface material such as concrete or asphalt. The remainder of the parking area will be stabilized crushed concrete. Access to the new building will be from our existing roadways.

There are no plans in the project to add any additional site lighting or landscaping.

The Club will be petitioning the Galveston County Consolidated Drainage District to purchase detention in lieu of any type of pond.

Request to Vacate Public Easements

The applicant is proposing to vacate three waterline easements as they are not needed for his development. The easements were originally put in place for the future expansion of an adjacent complex.

1. [Application](#)
2. [Title report](#)
3. [Metes and bounds description](#)
4. [Aerial map](#)
5. [Location map](#)
6. [Zoning map](#)
7. [Gardens at Friendswood Lakes Final Plat Pg 1](#)
8. [Gardens at Friendswood Lakes Final Plat Pg2](#)



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

Application for Vacation of Public Easements or Rights-of-Way

APPLICANT NAME: Jose Garza Phone: 832-687-6446
Mailing Address: 604 Penny Ln.
City: Friendswood State: TX Zip: 77546 Fax: 713-649-8823
Email Address: joegarza11@gmail.com

SUBJECT PROPERTY INFO:

Subdivision Name: _____ Street Name: W. Parkwood
Abutting Blocks: _____ Abutting Lots: Lot1 and Lot3
Vacate the following: ☐ Right-of-Way ☒ Easement
Reason for vacation request: Not Needed

Related City applications which are pending: _____

Improvements located in subject right-of-way / easement:

☒ None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles
☐ Structures ☐ Fences/Walls ☐ Other _____

Utilities located in subject right-of-way / easement:

☒ None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer
☐ Storm Drain ☐ Unknown ☐ Other _____

The undersigned applicant understands that the processing of this application will be handled in accordance with the procedures outlined in Section 70-25 of the City of Friendswood Code of Ordinances and that the acceptance of this application and fee in no way obligates the City to grant the vacation.

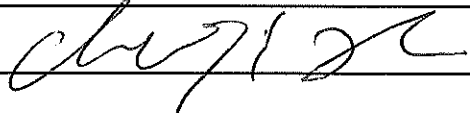
The undersigned hereby requests approval by the City Council to vacate the above identified easement / right-of-way.

Applicant's Signature: [Signature] Date: 9-13-2018

Received By: <u>B. Sumner</u>	Application Number: <u>2018-0044</u>
Property Owner Notices: <u>10-26-18</u>	Received Date: <u>10-1-18</u>
	Joint Public Hearing Date: <u>11-5-18</u>

Acknowledgment Of Adjacent Property Owners

By signing below, property owners acknowledge receiving notice of the applicant's request to vacate a public easement or public right-of-way abutting their property, as described in the attached application, and provide confirmation that they have no objections to said vacation. *Multiple sheets or separate documents may be submitted.*

Printed Name: Kid City
Address or Legal Description: 1601 W. Parkwood Ave. Friendswood TX
Phone Number: 832-569-4674n
Signature:  9-18-2018

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____

Printed Name: _____
Address or Legal Description: _____
Phone Number: _____
Signature: _____



Real partners. Real possibilities.

DISCLOSURE REGARDING FUNDS FOR CLOSING (to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction, Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

stewart title

Real partners. Real possibilities.

September 25, 2018

File No.: 287910

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

D'Ann Andrus

Stewart Title Company
601 S Friendswood, Suite 103
Friendswood, TX 77546
(281) 819-4280 main (281) 605-1319 fax
dandrus@stewart.com

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

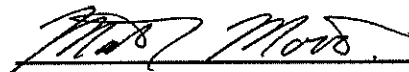
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.



Authorized Countersignature

Stewart Title Company
601 S Friendswood, Suite 103
Friendswood, TX 77546



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 287910	Effective Date: September 19, 2018 at 8:00AM
CLOSER: D'Ann Andrus	Issued: September 27, 2018 9:34AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED: Texas Gulf Bank
Proposed Borrower: to be determined
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

✓ BGG, LLC

4. Legal description of land:

See Exhibit "A" Attached Hereto

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 287910

Lot Two (2), in Block One (1), of Gardens at Friendswood Lakes, an addition in Galveston County, Texas, according to the map or plat thereof recorded in/under Plat Record 2008A, Map Number 85 of the Map/Plat Records of Galveston County, Texas.

MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception.):

Those recorded under Plat Record 2008A, Map Number 85 of the Map Records, and under Clerk's File Nos. 9740750, 2001025561, 2001027450, 2001028499, 2001064909, 2002055589, 2002057042, 2003057310, 2008048588, 2011053457, 2011053458, 2011053459, 2011053460 and 2012065293, 2016009345 of the Official Public Records of Galveston County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a) Rights of parties in possession. (Owner Title Policy only)
 - b) All charges, liens, and assessments payable to Friendswood Lakes Homeowners Association, Inc., including that lien to secure the payment thereof, recorded in/under Clerk's File No. 2001025561 and 2008048588 of the Official Public Records of Galveston County, Texas. This lien being subordinate to first mortgage liens.
 - ✓ c) Public utility easement 15 feet wide along the rear property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ d) Sanitary sewer easement 15 feet wide along the rear property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - e) Public utility easement 10 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ f) Water line easement 10 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - g) Water line easement, varying in width and locations, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ h) Landscape buffer 10 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - ✓ i) Building line 30 feet wide along the front property line, as recorded in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - j) A easement granted to Southwestern Bell Telephone 10 feet in width as set forth in instrument recorded in/under Volume 2645, Page 28 of the Official Public Records of Real Property of Galveston County, Texas and as reflected by the recorded Plat in/under Plat Record 2008A, Map Number 85 of the Map Records of Galveston County, Texas.
 - k) A electric distribution line easement granted to Texas-New Mexico Power Company, as set forth in instrument recorded in/under Clerk's File No. 2008065711 of the Official Public Records of Real Property of Galveston County, Texas.
 - l) Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.
 - m) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. NOTE: For Information Purposes Only, the vesting on Schedule A as per document recorded under Clerk's File No. 2014047754 of the Official Public Records of Galveston County, Texas.
7. Vendor's Lien retained in Deed dated August 20, 2014, recorded under Clerk's File No. 2014047754 of the Official Public Records, securing the payment of one note in the principal amount of \$665,920.00, bearing interest and payable as therein provided to the order of Texas Gulf Bank, N.A., and additionally secured by Deed of Trust of even date therewith executed by BGG, LLC and recorded under Clerk's File No. 2014047755 of the Official Public Records of Galveston County, Texas.

Said Note and Deed of Trust modified and/or extended by instrument recorded under Clerk's File No. 2016061769 of the Official Public Records of Galveston County, Texas.
8. The Company requires for its review, satisfactory copy of the Certificate of Formation and Operating Agreement and any amendments thereto, a certificate of good standing and satisfactory evidence of authority of the officers, managers or members to execute the documents.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 287910

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer;; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer;; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris, Chairman, Chief Executive Officer and President, David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer, John L. Killea, General Counsel, Denise Carraux, Secretary & Assistant Treasurer, and Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Amount			To Whom	For Service
\$	(or	%)		
\$	(or	%)		
\$	(or	%)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

P.O.C. POINT OF COMMENCING B.L. BUILDING SETBACK LINE
P.O.B. POINT OF BEGINNING L.B. LANDSCAPE BUFFER
W.L.E. WATERLINE EASEMENT U.E./S.S.E. UTILITY EASEMENT/SANITARY SEWER EASEMENT
ST. SWE. STORM SEWER EASEMENT

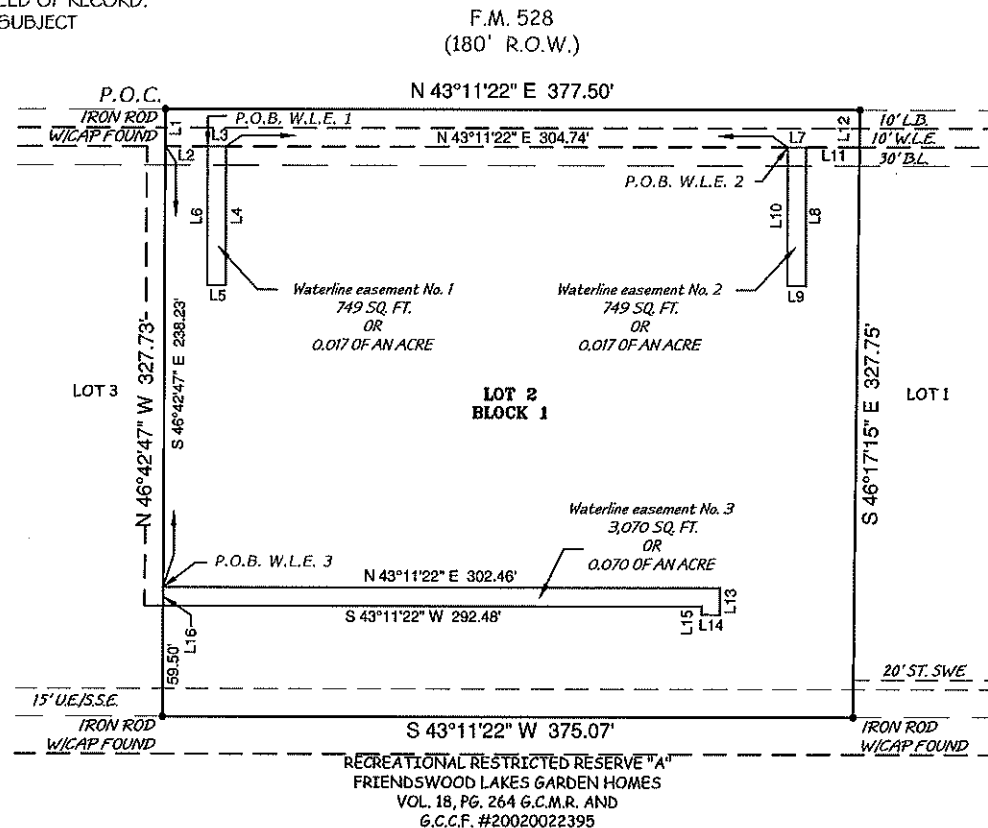
0 100 200

SCALE: 1"=100'
FMS JOB No. 56349

NOTES:

1. BEARINGS ARE BASED ON THE RECORDED PLAT OF GARDENS AT FRIENDSWOOD LAKES, RECORDED IN G.C.C.F. NO. 2008040176.
2. A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONNECTION WITH THIS EXHIBIT.
3. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT/COMMITMENT AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS OR ORDINANCES THAT MAY BE CONTAINED THEREIN AND/OR NOT REFLECTED BY THE DEED OF RECORD.
4. AN ABSTRACT OF TITLE HAS NOT BEEN PERFORMED ON THE SUBJECT PROPERTY, THERE MAY BE OTHER MATTERS WHICH MAY APPLY.

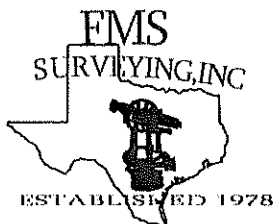
LINE	BEARING	DISTANCE
L1	S 46°42'47" E	20.00'
L2	N 43°11'22" E	23.42'
L3	N 43°11'22" E	10.00'
L4	S 46°48'38" E	74.91'
L5	S 43°11'22" W	10.00'
L6	N 46°48'38" W	74.91'
L7	N 43°11'22" E	10.00'
L8	S 46°48'38" E	74.91'
L9	S 43°11'22" W	10.00'
L10	N 46°48'38" W	74.91'
L11	S 43°11'22" W	29.19'
L12	S 46°17'15" E	20.00'
L13	S 46°48'38" E	14.50'
L14	S 43°11'22" W	10.00'
L15	N 46°48'38" W	4.50'
L16	N 46°42'47" W	10.00'



SURVEYOR:

F.M.S. SURVEYING
19701 STATE HIGHWAY 6,
MANVEL, TEXAS 77578
CONTACT: JASON P. SHERIDAN
PHONE: (281) 519-8530, EXT. 102
TBPLS FIRM # 10040400
www.fmssurveying.com
FMS 56349

DWN: KR	PARCEL 515492	SCALE: 1"=100'	JOB #56349	ORIGINAL PLOT DATE: 9-12-18
		OF TWO 0.017 OF AN ACRE WATERLINE EASEMENTS, AND A 0.070 OF AN ACRE WATERLINE EASEMENT OUT OF LOT 2, BLOCK 1 OF GARDENS AT FRIENDSWOOD LAKES, RECORDED IN G.C.C.F. NO. 2008040176 AND BEING THAT SAME TRACT CONVEYED TO BGG, LLC IN G.C.C.F. NO. 2014047754.		
CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS				SHEET 1 OF 4



WATERLINE EASEMENT NO. 1

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 749 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 20.00 feet to a point for corner, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of said Lot 3, bears S 46°42'47" E, 307.73 feet;

THENCE N 43°11'22" E, parallel to and 20 feet southerly of the northerly line of said Lot 2, a distance of 23.42 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and 20 feet southerly of the northerly line of said Lot 2, a distance of 10.00 feet to a point, marking the northeast corner of herein described easement;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 74.91 feet to a point, marking the southeast corner of herein described easement;

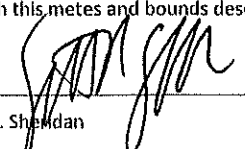
THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to a point, marking the southwest corner of herein described easement;

THENCE N 46°48'38" W, along and with the westerly line of herein described easement, a distance of 74.91 feet to the **POINT OF BEGINNING** containing a calculated area of 0.017 of an acre of land.

NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349



Scott R. Sheridan
RPLS No. 6171





WATERLINE EASEMENT NO. 2

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 0.017 of an acre (749 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 749 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 20.00 feet to a point for corner, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes, bears S 46°42'47" E, 307.73 feet;

THENCE N 43°11'22" E, parallel to and 20 feet southerly of the northerly line of said Lot 2, a distance of 338.16 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and 20 feet southerly of the northerly line of said Lot 2, a distance of 10.00 feet to a point, marking the northeast corner of herein described easement, that bears, S 46°17'15" E, 20.00 feet and S 43°11'22" W, 29.19 feet from a point in the southerly R.O.W. line of said F.M. 528, marking the northeast corner of said Lot 2 and the northwest corner of Lot 1, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 74.91 feet to a point, marking the southeast corner of herein described easement;

THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to a point, marking the southwest corner of herein described easement;

THENCE N 46°48'38" W, along and with the westerly line of herein described easement, a distance of 74.91 feet to the **POINT OF BEGINNING** containing a calculated area of 0.017 of an acre of land.

NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349

Scott R. Sheridan
RPLS No. 6171





WATERLINE EASEMENT NO. 3

PARCEL 515492

BGG, LLC

STATE OF TEXAS §

COUNTY OF GALVESTON §

METES AND BOUNDS DESCRIPTION of a 0.070 of an acre (3,070 square feet) waterline easement, out of Lot 2, Block 1 of Gardens At Friendswood Lakes, recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2008040176 and being that same tract conveyed to BGG, LLC in G.C.C.F. No. 2014047754, with said 3,070 square foot easement more particularly described by metes and bounds as follows:

COMMENCING at an iron rod w/cap found in the southerly right-of-way (R.O.W.) line of 180' F.M. 528, marking the northwest corner of said Lot 2, Block 1 and the northeast corner of Lot 3, Block 1 of said Gardens At Friendswood Lakes;

THENCE S 46°42'47" E, along and with the common line of said Lots 2 and 3, a distance of 258.23 feet to a point marking the northwest corner and **POINT OF BEGINNING** of herein described easement;

THENCE N 43°11'22" E, along and with the northerly line of herein described easement and parallel to the northerly line of said Lot 2, a distance of 302.46 feet to a point, marking the northeast corner of herein described easement;

THENCE S 46°48'38" E, along and with the easterly line of herein described easement, a distance of 14.50 feet to a point, marking the most easterly southeast corner of herein described easement;

THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 10.00 feet to an angle point for corner;

THENCE N 46°48'38" W, parallel to the east line of herein described easement, a distance of 4.50 feet to a point, marking an interior corner of herein described easement;

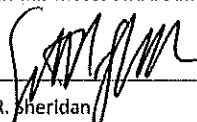
THENCE S 43°11'22" W, along and with the southerly line of herein described easement, a distance of 292.48 feet to a point in the common line of said Lots 2 and 3, marking the southwest corner of herein described easement, from which an iron rod w/cap found in the northerly line of the Recreational Restricted Reserve "A" of Friendswood Lakes Garden Homes, recorded in Volume (Vol.) 18, Page (Pg.) 264 of the Galveston County Map Records (G.C.M.R.) and G.C.C.F. No. 20020022395, marking the southwest corner of said Lot 2 and the southeast corner of Lot 3, bears S 46°42'47" E, 59.50 feet;

THENCE N 46°42'47" W, along and with the common line of said Lots 2 and 3, a distance of 10.00 feet to the **POINT OF BEGINNING** containing a calculated area of 0.070 of an acre of land.

NOTES:

1. All bearings are based on the Recorded Plat of Gardens At Friendswood Lakes, recorded in G.C.C.F. No. 2008040176. All distances are actual distances.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

F.M.S. Surveying, Inc.
19701 State Highway 6,
Manvel, Texas 77578
TBPLS FIRM No. 10040400
281-519-8530
Job No. 56349



Scott R. Sheridan
RPLS No. 6171

9/13/18





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.

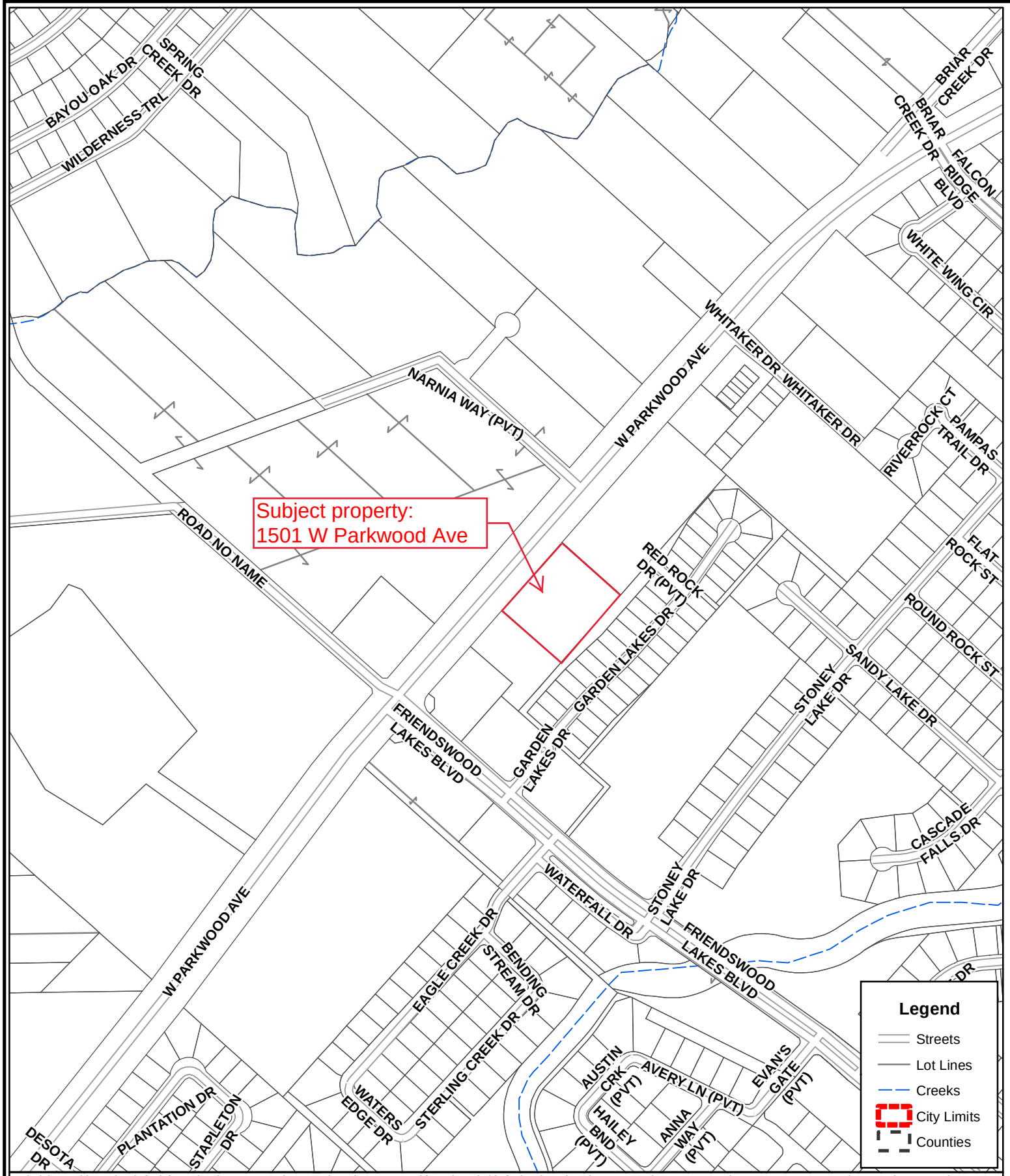


City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 260'



Subject property:
1501 W Parkwood Ave

Legend

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

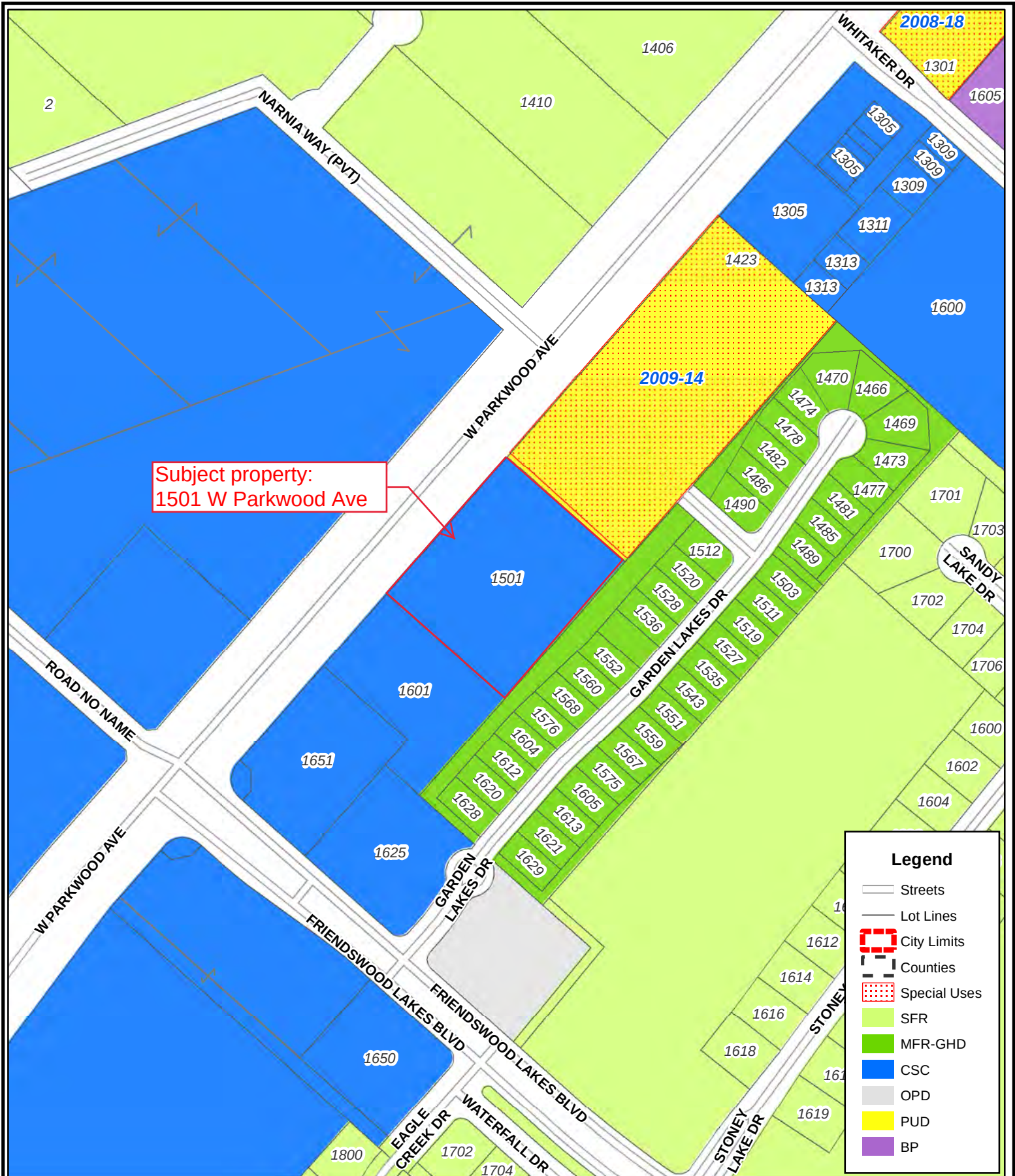
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City of Friendswood
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 Friendswood, Texas 77546
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Friendswood GIS Mapping

1" = 519'



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Friendswood GIS Mapping



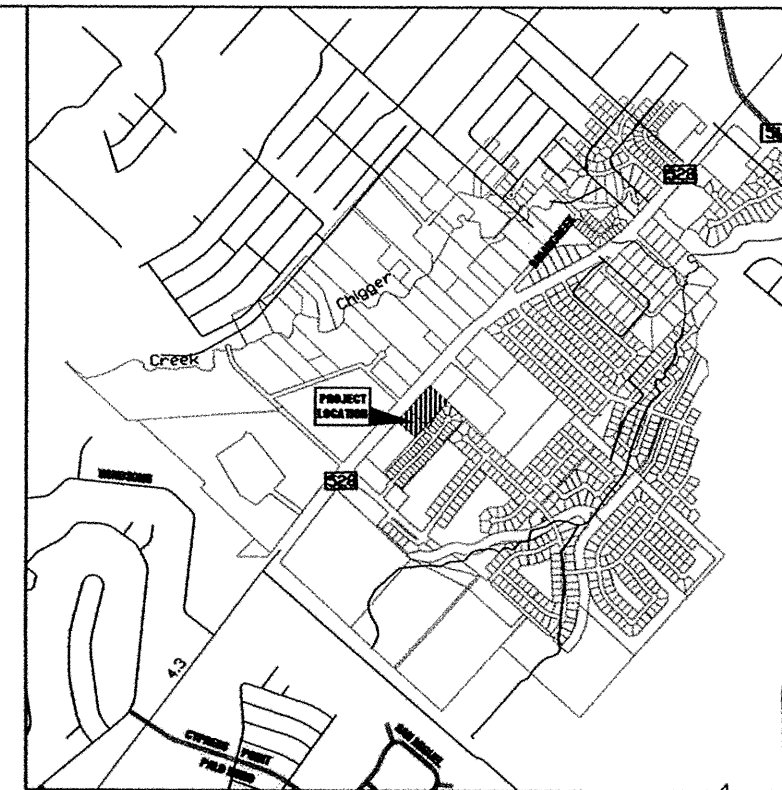
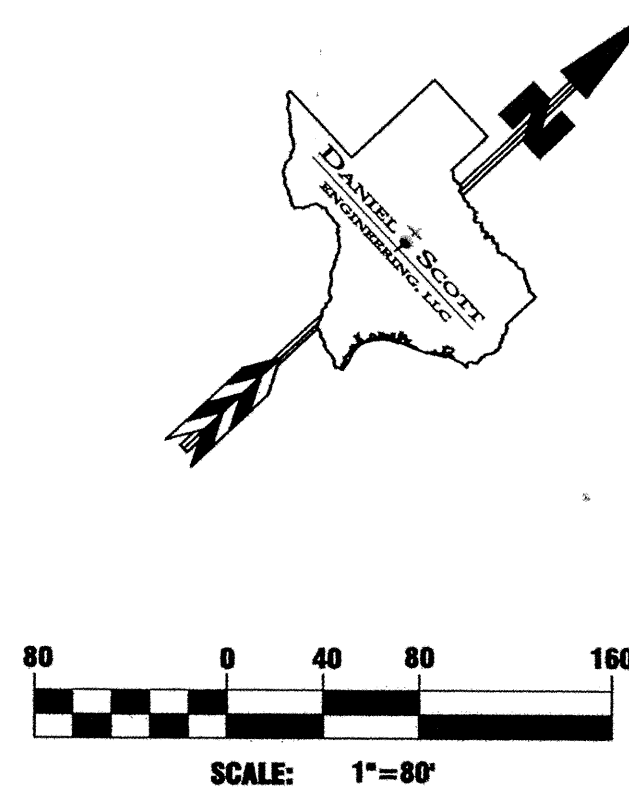
1" = 260'

NOTES

1. THERE WERE NO APPARENT VISIBLE SIGNS OF ANY PIPELINES ON OR ACROSS THIS TRACT AT THE TIME OF THIS SURVEY.
2. BEARINGS BASED ON GEODETIC NORTH USING GLOBAL POSITIONING SATELLITE OBSERVATIONS.
3. 5/8" IRON RODS SET ARE STAMPED "RPLS 3698".
4. THE REASON FOR REPLAT IS TO CREATE 5 LOTS OUT OF 12.62 ACRES OF LAND.
5. 100 YEAR SHEET FLOW WILL BE ALLOWED TO BE CONVEYED OVER THE PROPOSED 10 SANITARY SEWER EASEMENT AND UTILITY EASEMENTS.

	RADIUS	ARC	DELTA	CHORD	BEARING
C1	525.00'	10.91'	01°11'25"	10.91'	S 37°58'36" W
C2	50.00'	91.80'	105°11'34"	79.44'	S 42°59'07" W
C3	25.00'	20.60'	47°12'08"	20.02'	S 13°59'24" W
C4	470.00'	49.36'	06°01'02"	49.34'	S 40°35'59" W
C5	25.00'	39.27'	90°00'00"	35.36'	S 88°36'30" W
C6	50.00'	78.17'	89°34'52"	70.45'	N 01°36'04" W

	DIST.	BEARING
L1	44.65'	S 37°35'28" W
L2	25.00'	S 43°36'30" W



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

AC	ACRES
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
IR	IRON ROD
LS	LANDSCAPE BUFFER
SSE	SANITARY SEWER EASEMENT
ST SWE	STORM SEWER EASEMENT
TBM	TEMPORARY BENCHMARK (PROJECT)
UE	UTILITY EASEMENT
WLE	WATER LINE EASEMENT

BENCHMARK ELEV. 32.39

NGS T-1144 EL. 32.39 (1978 ADJUSTMENT) USGS BENCHMARK DISK (PID-AW1000), 3.3 MILES NE ALONG FM 528 FROM THE INTERSECTION OF STATE HIGHWAY 35 IN ALVIN TO THE MARK ON THE LEFT AT THE NE CORNER OF A CHAIN LINK FENCE AROUND A PHILLIPS PETROLEUM COMPANY VALVE STATION WITH HIGH PRESSURE GAS LINE, 278 FEET NE OF THE CENTER LINE OF WINDSONG STREET. THE MARK IS 2 FEET EAST FROM A WITNESS POST AND ABOUT 1 FOOT LOWER THAN THE ROAD.

PROJECT BENCHMARK:

1. CUT IN PAVEMENT ELEV. = 32.73'

FLOOD STATEMENT

THIS TRACT IS LOCATED IN CLEAR ZONE "T" AN AREA OUTSIDE OF THE 500-YEAR FLOODPLAIN, AS SCALED ON FIRM NUMBER 48548-0005 DATED SEPTEMBER 22, 1989. THIS INFORMATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD HAZARDS THAT MAY OR MAY NOT EXIST.

THE PURPOSE OF THIS REPLAT IS TO REDEFINE THE EXISTING LOT LINES.

ENGINEER:

DANIEL SCOTT ENGINEERING, LLC
DANIEL S. JOHNSON, P.E., CFM
2811 INDIAN HILL RD., STE. 700
HOUSTON, TX 77068
PHONE: (281) 482-3384

SURVEYOR:

FMS SURVEYING, INC
FRANK M. SIEMERDA, SR., R.P.L.S. No. 3698
2245 PASADENA BLVD.
PASADENA, TEXAS 77508-7238
PHONE: (713) 475-8301

OWNERS:

GARDENS AT FRIENDSWOOD LAKES, LP
LES KELLY
5005 RIVERWAY
SUITE 330
HOUSTON, TEXAS 77056
PHONE: (713) 914-9400

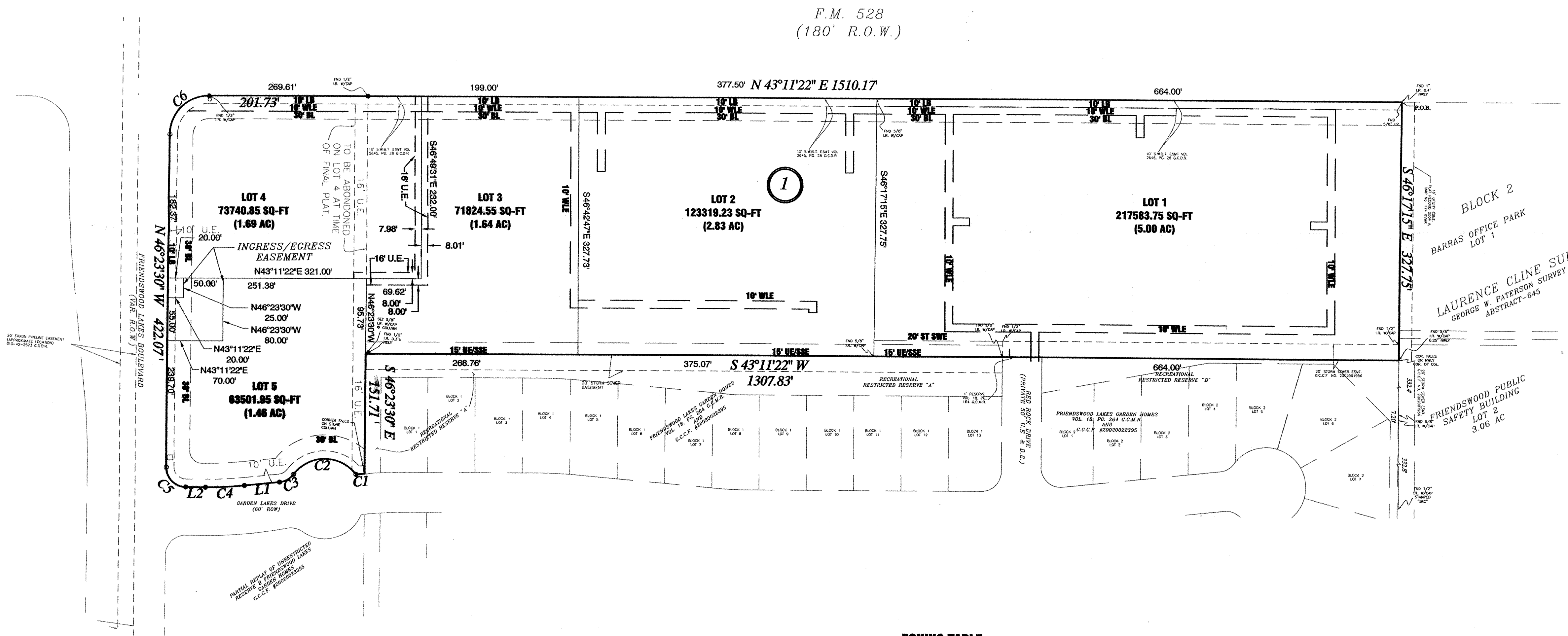
FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.
ALTAM DEVELOPMENT CORPORATION
WILLIAM F. MITCHELL, PRESIDENT
P.O. BOX 72
FRIENDSWOOD, TEXAS 77548
PHONE: (281) 482-4100

FINAL PLAT OF GARDENS AT FRIENDSWOOD LAKES AND REPLAT OF FRIENDSWOOD LAKES SECTION 1 UNRESTRICTED RESERVE B 12.62 ACRES

A tract of land containing 549,919.48 square feet consisting of Tract One (1), a called 9.8419 Acre tract and Tract Two (2), a called 2.7844 Acre tract situated in the George W. Patterson Survey, Abstract-645, Calveston County, Texas, as described in Calveston County Clerk's File No. 2003084471, with said called 9.8419 Acre tract being a residue of a called 6.6778 Acre tract as described in Calveston County Clerk's File No. 2000031702, and the residue of that certain Quit Claim Deed as recorded in Calveston County Clerk's File No. 8537569, and said called 2.7844 Acre tract being out of and a part of Partial Replat of Unrestricted Reserve "B", Friendswood Lakes Garden Homes, as recorded in Calveston County Clerk's File No. 2002022395.

CALVESTON COUNTY, TEXAS
5 LOTS 1 BLOCK 0 RESERVES
APRIL 04, 2008
F.M.S. SURVEYING CO.

P.O. BOX 7238, 2245 PASADENA BLVD., PASADENA, TEXAS 77508-7238
PHONE: (713) 475-8301



ZONING TABLE

ZONING DISTRICT	MIN LOT AREA (SQ-FT)	MIN LOT WIDTH (FEET)	MIN LOT DEPTH (FEET)	YARDS-MINIMUM FEET				SIDE			
				FRONT	REAR			INTERIOR		EXTERIOR	
								WHEN ABUTTING PROPERTY IN A RESIDENTIAL DISTRICT OR GARDEN HOME DISTRICT	WHEN ABUTTING PROPERTY IN A NON-RESIDENTIAL DISTRICT	WHEN BACKING UP TO AN ABUTTING SIDE YARD	WHEN BACKING UP TO AN ABUTTING REAR YARD
CSC	15,000	100	150	30	15			25	10	25	10

NOTES:

1. LOT 1 IS ZONED PD/SUP (ORDINANCE 2007-09)
2. ALL LOTS SHALL CONFORM TO THE ZONING TABLE ABOVE.

STATE OF TEXAS
COUNTY OF GALVESTON BY:

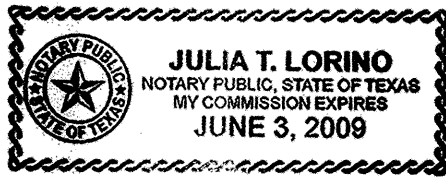
I, LES KILDAY hereinafter referred to as the Owner of the 5.00 acre tract (LOT 1) described in the above and foregoing plat of GARDENS AT FRIENDSWOOD LAKES, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

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


LES KILDAY
GARDENS AT FRIENDSWOOD LAKES, LP
GARDENS AT FRIENDSWOOD LAKES PARTNERS, LLC

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

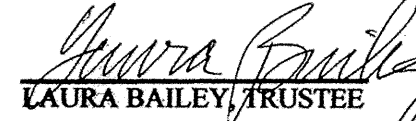
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of APRIL, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

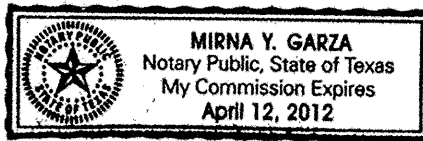
STATE OF TEXAS
COUNTY OF GALVESTON

We, CAPITAL ONE NATIONAL ASSOCIATION, as holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things subordinate to said subdivision and dedication, the lien against said landowner and held by us.


LAURA BAILEY, TRUSTEE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of April, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

CITY OF FRIENDSWOOD

This is to certify that the Planning & Zoning Commission of the City of Friendswood, Texas has approved this FINAL PLAT of GARDENS AT FRIENDSWOOD LAKES, as shown heron.

In Testimony Whereof, witness the official signature of the Chairman and Development Coordinator of the Planning & Zoning Commission of the City of Friendswood, Texas this 23 day of April, 2008.


AUBREY HARBIN, DEVELOPMENT COORDINATOR

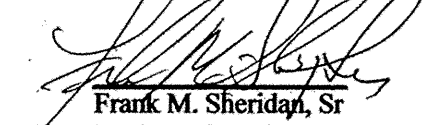

JAMES R. GIBSON, CHAIRMAN

I, LESLIE E. McMAHEN, P.E., DIRECTOR OF COMMUNITY DEVELOPMENT of the City of Friendswood, Texas do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas, and further it complies with all of the ordinances as adopted by the City Council.


LESLIE E. McMAHEN, P.E. - DIRECTOR OF COMMUNITY DEVELOPMENT

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

WITNESS MY HAND AND SEAL this 14TH day of APRIL, 2008.


Frank M. Sheridan, Sr
Registered Professional Land Surveyor No. 3698

STATE OF TEXAS
COUNTY OF GALVESTON

I, MARY ANN DAIGLE, County Clerk, Galveston County, Texas do hereby certify that this written instrument was filed for record in my office on _____, 2008, at _____ o'clock _____, and duly recorded on _____, 2008, at _____ o'clock _____, in Plat Record _____ Map Number _____, Galveston County Map Records.

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

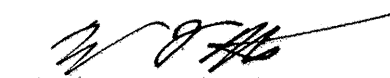
MARY ANN DAIGLE County Clerk of Galveston County, Texas

By: _____ Deputy

STATE OF TEXAS
COUNTY OF GALVESTON BY:

I, WILLIAM F. MITCHELL hereinafter referred to as the Owner of the 7.62 acre tracts (LOTS 2-4) described in the above and foregoing plat of GARDENS AT FRIENDSWOOD LAKES, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

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


WILLIAM F. MITCHELL
ALTAIR DEVELOPMENT CORPORATION
FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. MITCHELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of APRIL, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF GALVESTON BY:

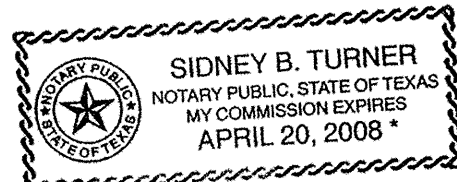
I, DENNIS D. TEETER hereinafter referred to as the Owner of the 7.62 acre tracts (LOTS 2-4) described in the above and foregoing plat of GARDENS AT FRIENDSWOOD LAKES, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

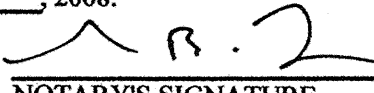
FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public utility easements shown hereon.


DENNIS D. TEETER
BEARDEN MANAGEMENT, INC.
FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS D. TEETER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of April, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

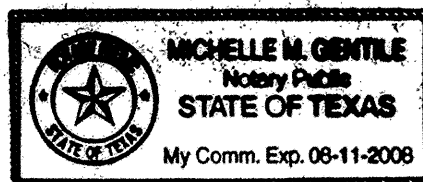
STATE OF TEXAS
COUNTY OF GALVESTON

We, JP MORGAN CHASE BANK, owner and holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby in all things subordinate to said subdivision and dedication, the lien against said landowner and held by us.


KEITH W. JACOBSON, TRUSTEE
Keith W. Jacobson

BEFORE ME, the undersigned authority, on this day personally appeared ~~KEITH W. JACOBSON~~ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 2008.




NOTARY'S SIGNATURE
MY COMMISSION EXPIRES:

METES AND BOUNDS DESCRIPTION

A tract of land containing 549,919.48 square feet consisting of Tract One (1), a called 9.8419 Acre tract and Tract Two (2), a called 2.7844 Acre tract situated in the George W. Patterson Survey, Abstract-645, Galveston County, Texas, as described in Galveston County Clerk's File No. 2003084471, with said called 9.8419 Acre tract being a residue of a called 6.6778 Acre tract as described in Galveston County Clerk's File No. 2000031702, and the Residue of that certain Quit Claim Deed as recorded in Galveston County Clerk's File No. 8537569, and said called 2.7844 Acre tract being out of and a part of Partial Replat of Unrestricted Reserve "B", Friendswood Lakes Garden Homes, as recorded in Galveston County Clerk's File No. 2002022395, with said 549,919.48 square feet being more particularly described by Metes and Bounds as follows:

Beginning at a 5/8 inch iron rod found on the Southeasterly Right-of-Way line of F.M. 528 (180' R.O.W.) at the most Northwesterly corner of Tract One (1), also being the Southwesterly corner of a called 10 Acre tract of land as described in warranty deed with vendor's lien from Bakri El Hakam to Middle East Equipment Company, Inc as recorded in Galveston County Clerk's File No. 9637849, also in Film Code No. 011-33-2478 of the Galveston County Deed Records, for the Northwesterly corner of the herein described tract;

THENCE: S 46 deg-17 min-15 sec. E, along the Northeasterly line of Tract One (1) and the Southwesterly line of the called 10 Acre tract, a distance of 327.75 feet to a point on the Northwesterly corner of a 2'X 2' stone column for the Northeasterly corner of Tract One (1) and of this Tract and the Northwesterly corner of Friendswood Lakes Garden Homes as recorded in Volume 18, Page 264 of the Galveston County Map Records and under Galveston County Clerk's File No. 2002022395, from which a found 5/8 inch iron rod with cap is 0.25 feet Northwesterly;

THENCE: S 43 deg-11 min-22 sec. W, along the Southwesterly line of Tracts One (1) and Two (2) and the Northwesterly line of Friendswood Lakes Garden Homes, also being partially along the Southeasterly line of a 20 foot storm sewer easement as recorded under Galveston County Clerk's File No. 2002001956, a distance of 1307.83 feet to a 5/8 inch iron rod with cap set at the Southwesterly corner of Friendswood Lakes Garden Homes on the Northeasterly line of the called 2.7844 Acre tract for an interior corner of the herein described tract;

THENCE: S 46 deg-23 min-30 sec. E, along the Northeasterly line of the called 2.7844 Acre tract and the Southwesterly line of Friendswood Lakes Garden Homes, a distance of 151.71 feet to a point on a 2'X 2' stone column on the Northwesterly Right-of-Way line of Garden Lakes Drive at the Northwesterly corner of the called 2.7844 Acre tract for the most Easterly corner of this tract;

THENCE: In a Southwesterly direction, along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), with a curve to the Left having a Radius of 525.00 feet, a central angle of 01 deg-11 min-25 sec., a chord bearing of S 37 deg-58 min-36 sec. W, an Arc distance of 10.91 feet to an iron rod with cap found at a point marking the beginning of a 50 foot Radius curve;

THENCE: In a Southwesterly direction, continuing along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), with a curve to the Left having a Radius of 50.00 feet, a central angle of 105 deg-11 min-34 sec., a chord bearing of S 42 deg-39 min-07 sec. W, an Arc distance of 91.80 feet to an iron rod with cap found at a point of reverse curvature; 1wDo+

THENCE: Continuing in a Southwesterly direction, along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), with a curve to the Right having a Radius of 25.00 feet, a central angle of 47 deg-12 min-48 sec., a chord bearing of S 13 deg-59 min-24 sec. W, an Arc distance of 20.60 feet to an iron rod with cap found at a point of tangency;

THENCE: S 37 deg-35 min-28 sec. W, along the Southeasterly line of Tract Two (2) and the Northwesterly right-of-way line of Garden Lakes Drive, a distance of 44.65 feet to an iron rod with cap found at a point of curvature;

THENCE: In a Southwesterly direction, along the Southeasterly line of Tract Two (2) and the Northwesterly right-of-way line of Garden Lakes Drive, with a curve to the Right having a Radius of 470.00 feet, a central angle of 06 deg-01 min-02 sec., a chord bearing of S 40 deg-35 min-59 sec. W, an Arc distance of 49.36 feet to an iron rod with cap found at a point of tangency;

THENCE: S 43 deg-36 min-30 sec. W, continuing along the Northwesterly right-of-way line of Garden Lakes Drive and the Southeasterly line of Tract Two (2), a distance of 25.00 feet to an iron rod with cap found at a point of curvature;

THENCE: In a Southwesterly direction, along the Southeasterly line of Tract Two (2) and Northwesterly right-of-way line of Garden Lakes Drive with it's transition to Friendswood Lakes Boulevard, with a curve to the Right having a Radius of 25.00 feet, a central angle of 90 deg-40 min-40 sec. a chord bearing of S 88 deg-36 min-30 sec. W, an Arc distance of 39.27 feet to an iron rod with cap found on the Southwesterly line of Tract Two (2) and the Northeasterly right-of-way line of Friendswood Lakes Boulevard for a point of tangency;

THENCE: N 46 deg-23 min-30 sec. W, along the Southwesterly line of Tract Two (2) and the Northeasterly right-of-way line of Friendswood Lakes Boulevard, a distance of 422.07 feet to an iron rod with cap found at a point of curvature;

THENCE: In a Northwesterly direction, along the Southwesterly line of Tract Two (2) and the Northeasterly right-of-way line of Friendswood Lakes Boulevard with it's transition to F.M. 528, with a curve to the Right having a Radius of 50.00 feet, a central angle of 89 deg-34 min-52 sec., a chord bearing of N 01 deg-36 min-44 sec. W, an Arc distance of 78.17 feet to a 1/2 inch iron rod with cap found on the Northwesterly line of Tract Two (2) and the Southeasterly right-of-way line of F.M. 528 for the most Westerly-Southwest corner of the herein described tract;

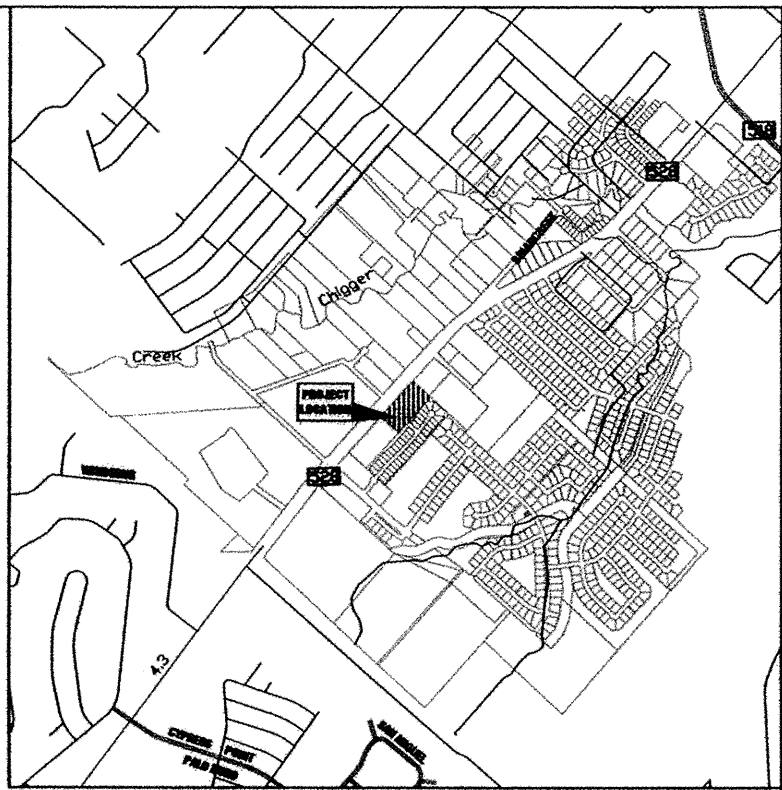
THENCE: N 43 deg-11 min-22 sec. E, along the Northwesterly line of Tracts Two (2) and One (1), and along the Southeasterly right-of-way line of F.M. 528, at a distance of 201.73 feet pass a 1/2 inch iron rod with cap found marking the common Westerly corner of Tracts Two (2) and One (1), a total distance of 1510.17 feet to the Place of Beginning and being 12.62 Acres

REQUIRED CITY OF FRIENDSWOOD GENERAL PLAT NOTES AND STATEMENTS

1. ROW indicates Rights-Of-Way.
2. SSE indicates Sanitary Sewer Easement .
3. BL indicates Building Line.
4. UE indicates Utility Easement.
5. STM SWR ESMT indicates Storm Sewer Easement.
6. GCMR indicates Galveston County Map Records.
7. GCDR indicates Galveston County Deed Records.
8. GCCF indicates Galveston County Clerk File.
9. DE indicates Drainage Easement.
10. WLE indicates Waterline Easement.
11. POC indicates Point of Commencement .
12. POB indicates Point of Beginning.
13. Fire Hydrants cannot be more than 300 feet apart.
14. The address must be visible from the street or main parking lot.
15. All existing pipelines or pipeline easements through the subdivision have been shown.
16. For areas located in the 100 year floodplain, the finished floor elevation of all structures shall be located above base flood elevation (established by FEMA) as prescribed in the Flood Damage Prevention Ordinance of Friendswood, Texas.
17. All water and wastewater lines shall be located in the street ROW unless agreed to and/or specified by the City.
18. No private easements exist.
19. Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The OWNER must install sidewalks and ADA ramps along reserves and common areas prior to the City Council acceptance of the subdivision infrastructure. When sidewalks are required they shall be a width of not less than four feet and comply with Federal, State, and Local requirements.
20. No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
21. No residential, commercial or industrial structure other than structures necessary to operate the pipeline shall be erected or moved to a location nearer than 50 feet to any pipeline except low-pressure distribution pipelines as defined in Chapter 26 of the Friendswood City Code.
22. The City of Friendswood shall not be responsible for maintenance of driveways, emergency access easements, recreational areas, landscape medians or reserves, detention ponds, drainage rights of way, easements or swales, and other private facilities. The City of Friendswood shall be responsible for maintenance of waterlines, sanitary sewer lines, storm sewer facilities, sidewalks and street signs within the public right-of-way or within public easements. The maintenance of street lights shall be the responsibility of Texas New Mexico.
23. The HOA shall be responsible for maintenance of driveways, emergency access easements, recreational areas, landscape medians, reserves, detention ponds, drainage easements and swales, and other private facilities (including HDPE storm sewer).
24. Detention provided for the subdivision in the Friendswood Lakes Subdivision Detention Ponds.
25. Utility Plans for tracts 2-5 shall be provided at time of development.
26. All utility companies have been contacted and the easements shown on the plat constitute all of the easments requested by the utility companies.

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT'S NOTES

1. BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERRECTED IN GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT RIGHT-OF-WAYS OR DRAINAGE EASEMENTS.
2. THE DETENTION POND AND ALL LANDSCAPING RESERVES ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS, OR ASSIGNS.
3. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT.
4. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO THE GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT FOR APPROVAL.
5. PLANTINGS, FLOWER BEDS, OR OTHER LANDSCAPING IS NOT PERMITTED IN SIDE LOT DRAINAGE OR DETENTION EASEMENTS.
6. NO BUILDING PERMIT SHALL BE APPLIED FOR UNTIL ALL DRAINAGE AND DETENTION FACILITIES ARE CONSTRUCTED, INSPECTED AND APPROVED BY THE DISTRICT.



VICINITY MAP

SCALE: 1" = 2000'

LEGEND

AC	ACRES
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
IR	IRON ROD
LD	LANDSCAPE BUFFER
SSE	SANITARY SEWER EASEMENT
STM SWE	STORM SEWER EASEMENT
TBM	TEMPORARY BENCHMARK (PROJECT)
UE	UTILITY EASEMENT
WLE	WATER LINE EASEMENT

BENCHMARK ELEV. 32.39

NOS T-1144 EL. 32.39 (1978 ADJUSTMENT) USES BENCHMARK DISK(PID-AW1000), 2.3 MILES SE ALONG FM 528 FROM THE INTERSECTION OF STATE HIGHWAY 35 IN ALVIN TO THE MARK ON THE LEFT AT THE NE CORNER OF A CHAIN LINK FENCE AROUND A PHILLIPS PETROLEUM COMPANY VALVE STATION WITH HIGH PRESSURE GAS LINE, 278 FEET NE OF THE CENTER LINE OF WINDSONG STREET. THE MARK IS 2 FEET EAST FROM A WITNESS POST AND ABOUT 1 FOOT LOWER THAN THE ROAD.

PROJECT BENCHMARK:

1. ☒ CUT IN PAVEMENT ELEV. = 32.75'

FLOOD STATEMENT

THIS TRACT IS LOCATED IN CLEAR ZONE "X" AN AREA OUTSIDE OF THE 500-YEAR FLOODPLAIN, AS SCALED ON FIRM NUMBER 405468 0000E DATED SEPTEMBER 22, 1998. THIS INFORMATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOOD HAZARDS THAT MAY OR MAY NOT EXIST.

THE PURPOSE OF THIS REPLAT IS TO REDEFINE THE EXISTING LOT LINES.

ENGINEER:

DANIEL SCOTT ENGINEERING, LLC
DANIEL S. JOHNSON, P.E., CFM
2811 DIXIE FARM RD., STE. 700
HOUSTON, TX 77089
PHONE: (281) 482-3384

SURVEYOR:

FMS SURVEYING, INC
FRANK M. SHERIDAN, SR, R.P.L.S. No.3698
2245 PASADENA BLVD.
PASADENA, TEXAS 77508-7238
PHONE: (713) 475-8301

OWNERS:

GARDENS AT FRIENDSWOOD LAKES, LP
LES KILDAY
5005 RIVERWAY
SUITE 330
HOUSTON, TEXAS 77056
PHONE: (713) 914-8400

FRIENDSWOOD LAKES COMMERCIAL PROPERTIES, LTD.
ALTAIR DEVELOPMENT CORPORATION
WILLIAM F. MITCHELL, PRESIDENT
P.O. BOX 72
FRIENDSWOOD, TEXAS 77549
PHONE: (281) 482-4100

FINAL PLAT OF GARDENS AT FRIENDSWOOD LAKES AND REPLAT OF FRIENDSWOOD LAKES SECTION 1 UNRESTRICTED RESERVE B 12.62 ACRES

A tract of land containing 549,919.48 square feet consisting of Tract One (1), a called 9.8419 Acre tract and Tract Two (2), a called 2.7844 Acre tract situated in the George W. Patterson Survey, Abstract-645, Galveston County, Texas, as described in Galveston County Clerk's File No. 2003084471, with said called 9.8419 Acre tract being a residue of a called 6.6778 Acre tract as described in Galveston County Clerk's File No. 2000031702, and the Residue of that certain Quit Claim Deed as recorded in Galveston County Clerk's File No. 8537569, and said called 2.7844 Acre tract being out of and a part of Partial Replat of Unrestricted Reserve "B", Friendswood Lakes Garden Homes, as recorded in Galveston County Clerk's File No. 2002022395.

GALVESTON COUNTY TEXAS
5 LOTS 1 BLOCK 0 RESERVES
APRIL 04, 2008
F.M.S. SURVEYING CO.

P.O. BOX 7238, 2245 PASADENA BLVD., PASADENA, TEXAS 77508-7238
PHONE: (713) 475-8301

Request to Vacate Right-of-Way

The applicant is proposing to abandon the previously dedicated right-of-way following City Council's removal of the proposed Blackhawk Blvd. extension from the Major Thoroughfare Plan.

1. [Application](#)
2. [No Objection Letter](#)
3. [Title report](#)
4. [Metes and bounds description](#)
5. [Aerial map](#)
6. [Location map](#)
7. [Zoning map](#)
8. [Benzi Development Garage Condominium Final Plat](#)



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

Application for Vacation of Public Easements or Rights-of-Way

APPLICANT NAME: Garage Ultimate of Friendswood, LP Phone: 713-409-6053
Mailing Address: 13815 Barryknoll Ln.
City: Houston State: TX Zip: 77079 Fax: _____
Email Address: Nick@GarageUltimate.com

SUBJECT PROPERTY INFO:

Subdivision Name: Benzi Development Garage Condominiums Street Name: FM 2351
Abutting Blocks: _____ Abutting Lots: Lot 63, Div A; Timber Creek
Vacate the following: ☒ Right-of-Way ☐ Easement
Reason for vacation request: Blackhawk Extension has been removed from Major Thoroughfare Plan.

Related City applications which are pending: _____

Improvements located in subject right-of-way / easement:

☒ None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles
☐ Structures ☐ Fences/Walls ☐ Other _____

Utilities located in subject right-of-way / easement:

☒ None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer
☐ Storm Drain ☐ Unknown ☐ Other _____

The undersigned applicant understands that the processing of this application will be handled in accordance with the procedures outlined in Section 70-25 of the City of Friendswood Code of Ordinances and that the acceptance of this application and fee in no way obligates the City to grant the vacation.

The undersigned hereby requests approval by the City Council to vacate the above identified easement / right-of-way.

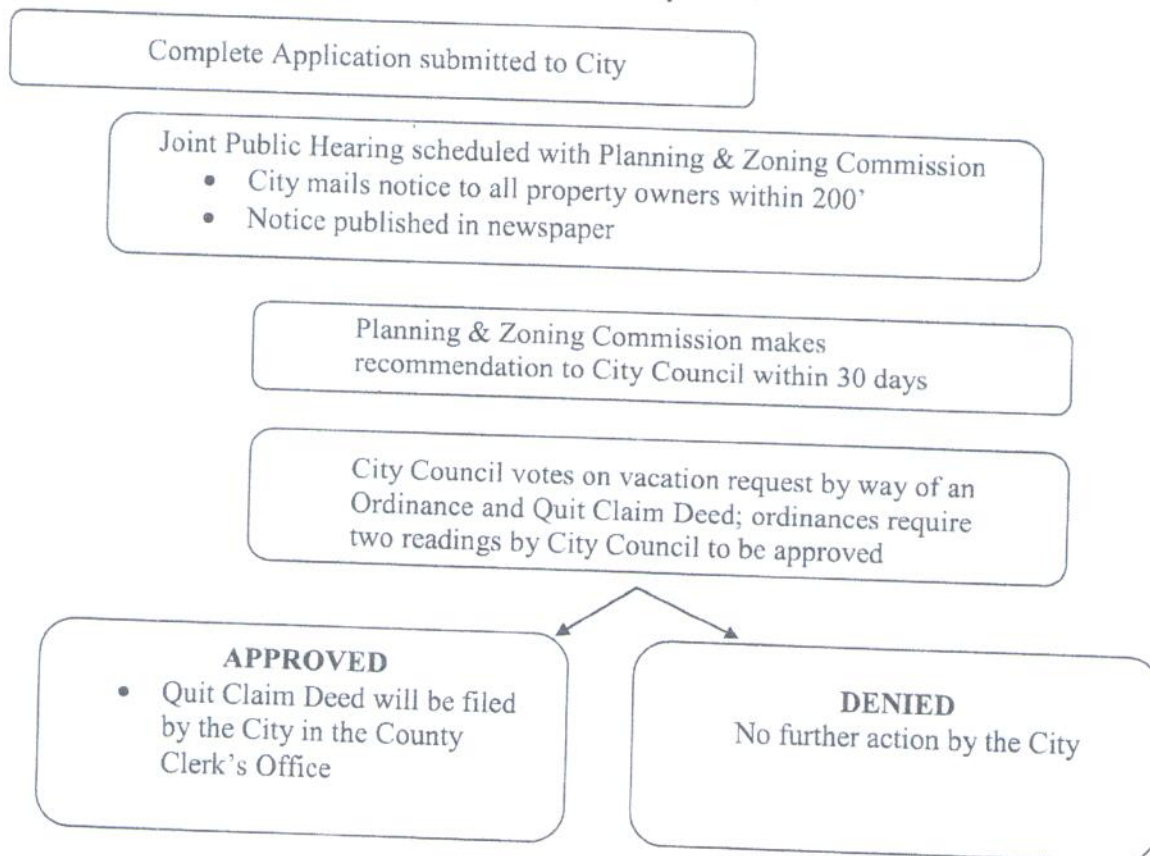
Applicant's Signature: *Nick* Date: 7/31/18

Received By: _____	Application Number: _____
Property Owner Notices: _____	Received Date: _____
	Joint Public Hearing Date: _____

Submittal Requirements for Easement / Right-of-Way Vacation Applications

- ☐ Application Fee of \$300
- ☐ Current Title Report for any lot containing a portion of the right-of-way or easement to be abandoned
- ☐ Exhibit and Metes and Bounds description prepared by a Registered Professional Land Surveyor identifying the right-of-way or easement to be abandoned
- ☐ Written confirmation from all owners of real property abutting the subject easement/right-of-way, as well as utility companies, drainage districts and/or other agencies with an interest in the easement/right-of-way stating they have been notified of the requested vacation and a letter of "No Objection" from each of the concerned entities.
- ☐ To vacate right-of-way: an appraisal to determine the market value of the City's interest in the right-of-way. The applicant shall be responsible for all appraisal fees incurred. Applicant may also be responsible for purchasing the right-of-way for the appraisal amount when required by state law. No appraisal is required to vacate a public easement.

Procedure for Easement / Right-of-Way Vacation Requests



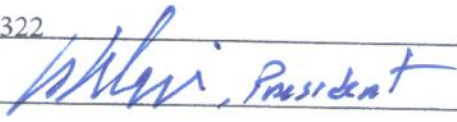
Acknowledgment Of Adjacent Property Owners

By signing below, property owners acknowledge receiving notice of the applicant's request to vacate a public easement or public right-of-way abutting their property, as described in the attached application, and provide confirmation that they have no objections to said vacation. *Multiple sheets or separate documents may be submitted.*

Printed Name: BAHAM INTERESTS LIMITED PARTNERSHIP

Address or Legal Description: TRS 62B & 62C HOIDALE & COFFMAN ABST 55 PERRY & AUSTIN

Phone Number: 713-539-5322

Signature:  President

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Address or Legal Description: _____

Phone Number: _____

Signature: _____

COASTAL BEND

PROPERTY DEVELOPMENT, LP

July 30, 2018

City of Friendswood Community Development
910 S. Friendswood Drive
Friendswood, Texas 77546

Re: Vacation of Blackhawk ROW/Benzi Development

To whom it may concern:

We are the owners of multiple tracts along the previously abandoned Blackhawk thoroughfare route, and we have no objections to the abandonment of the residue of the prior abandonment as requested by Mr. Deutsch and the Benzi Development Garage Condominiums.

Sincerely,



Daniel D. Rucker

American Title Company of Houston
2000 Bering Dr, Suite 1000
Houston, TX 77057
Phone: 713-965-9777

July 05, 2018

Icon Bank of Texas, N.A.
Attn: Final Title Policy
7906 N. Sam Houston Parkway W., Suite 100
Houston, Texas 77064

Re: GF Number: 3055918-00283
Loan Number: N/A
Closer Name: Shirley Chiu
Buyer Name: Garage Ultimate of Friendswood, LP, Benzi Development Company, LLC

Dear Policyholder,

In connection with the above captioned loan closing, we enclose the Loan Title Policy together with any applicable endorsements.

It has been a pleasure handling this transaction for you. Should you have any questions, or if we can be of further assistance, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J Farmer', is positioned above the printed name and title.

Jerri Farmer
Policy Department Manager



LOAN POLICY OF TITLE INSURANCE
(Form T-2)
 Issued by
Title Resources Guaranty Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

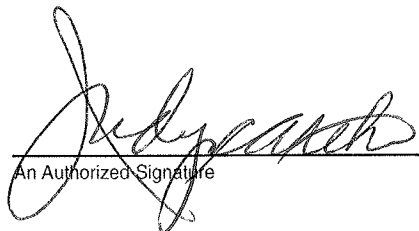
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 11, 13 and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions or location of any improvement erected on the Land;
 - (c) subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage:
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;

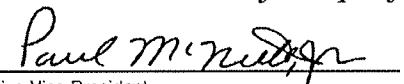
- (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage
- (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory or constitutional mechanic's, contractor's, or materialman's lien for services, labor or material having its inception on or before Date of Policy ; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority or avoidance of the lien of the Insured Mortgage:
- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

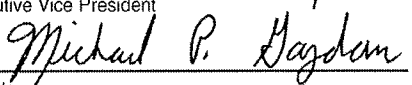
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.


An Authorized Signature



Title Resources Guaranty Company

By: 
Executive Vice President


Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
8. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS.

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of:
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) prepayment premiums, exit fees and other similar fees or penalties allowed by law;
 - (vi) expenses of foreclosure and any other costs of enforcement;
 - (vii) amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) amounts to pay taxes and insurance; and,
 - (ix) reasonable amounts expended to prevent deterioration of improvements; but reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": the Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
 - (B) if the Indebtedness is evidenced by a "transferable record," the person or Entity who has "control" of the "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;

- (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured, or
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (ii) With regard to (A), (B), (C), (D) and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance or other matter insured against by this policy.
- (f) "Insured Claimant": an Insured claiming loss or damage.
- (g) "Insured Mortgage": the Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": the estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title.

This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice. Subject to the provisions of this policy, upon acquisition of all or any part of the Title pursuant to the provisions of Section 2 of these Conditions, when, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions:

- (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured;
- (ii) indemnify the Insured as provided in this policy;
- (iii) upon payment of appropriate premium and charges therefor, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan;
- (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect;
- (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or
- (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid

- (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and
 - (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) to pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - (ii) to purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security. Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of:
 - (i) the Amount of Insurance;
 - (ii) the Indebtedness;
 - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy; or
 - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title or the lien of the Insured

Mortgage, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b) and (c), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or establishes the lien of the Insured Mortgage, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) The Company's Right to Recover.

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Insured's Rights and Limitations.

- (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.
 - (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.
- (c) The Company's Rights Against Non-insured Obligors. The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights. The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an Insured under this policy.

13. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

15. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT. Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at 8111 LBJ Freeway, Suite 1200, Dallas, Texas, 75251.

File No.: 3055918-00283 Loan No.: N/A	Policy No.: 10-L-3055918-00283	County: 201	Policy Amount: \$2,800,000.00
Policy Premium: \$14,069.00	Endorsement Premium: \$828.45	Rate Rules: R-4,R-29,R-34, R-11L,R-24,R-19, R-30,R-11c	Statistical Codes: 3000,0885,0894, 0888,0710,0700, 0890,0920

Title Resources Guaranty Company

LOAN POLICY OF TITLE INSURANCE (T-2)

SCHEDULE A

Name and Address of Title Insurance Company:
Title Resources Guaranty Company
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

File No. 3055918-00283

Policy No. 10-L-3055918-00283

Address for Reference only: 4650 FM 2351 Road, Friendswood, TX 77546

Amount of Insurance \$2,800,000.00

Premium \$14,897.45

Date of Policy: 07/02/2018

1. Name of Insured:

Icon Bank of Texas, N.A., and each successor in ownership of the indebtedness secured by the insured mortgage except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

2. The estate or interest in the land that is insured as encumbered by the insured mortgage is:

Fee Simple

3. Title is insured as vested in:

Garage Ultimate of Friendswood, LP, a Texas Limited Partnership

4. The Insured Mortgage, and its assignments, if any, are described as follows:

Deed of Trust dated June 22, 2018, filed for record in the Office of the County Clerk of Harris County, Texas, on July 02, 2018, under County Clerk's File No. RP-2018-295980, from Benzi Development Company, LLC and Garage Ultimate of Friendswood, L.P. to Mark S. Reiley, Trustee(s), securing the payment of one note of even date therewith in the principal amount of \$2,800,000.00, payable as therein provided to the order of Icon Bank of Texas, N.A.

5. The Land referred to in this policy is described as follows:

Unrestricted Reserve "A" Block 1 Benzi Development Garage Condominiums, a subdivision, in Harris County, Texas according to the map or plat thereof recorded in Film Code No. 678060 of the Harris County Map Records.

6. This policy incorporates by reference those endorsements selected below:

☐ T-5 (Leasehold Mortgagee Policy Endorsement)

☐ T-17 (Planned Unit Development) The following subparagraphs of this endorsement are deleted: _____

☒ T-19 (Restrictions, Encroachments, Minerals) The following subparagraph(s) of this endorsement are deleted: _____

☐ T-19.2 (Minerals and Surface Damage)

☐ T-19.3 (Minerals and Surface Damage)

☐ T-31 (Manufactured Housing) referring to manufactured housing unit serial number _____

☐ T-31.1 (Supplemental Coverage Manufactured Housing Unit)

☐ T-33 (Variable Rate)

☐ T-33.1 (Variable Rate--Negative Amortization)

☐ T-35 (Revolving Credit/Future Advance)

☐ T-36 (Environmental Protection Lien) Paragraph b refers to the following state statute(s):

TEXAS HEALTH & SAFETY CODE sect. 342.007, 342.008 and 361.914;

TEXAS LOCAL GOV'T. CODE sect. 214.0015 (b), (d), and (e);

TEXAS NAT. RES. sect. 134.150, if applicable.

TEXAS LOCAL GOV'T CODE sect 214.001.

☐ T-39 (Balloon Mortgage)

☐ T-42 (Equity Loan Mortgage) and subparagraph 2 (f) of the Equity Loan Mortgage Endorsement set forth in Procedural Rule P-44.C(2) ___ is ___ is not added. The following subparagraph(s) of this endorsement are deleted: _____

☐ T-42.1 (Supplemental Coverage Equity Loan Mortgage) The following subparagraph(s) of this endorsement are deleted: _____

☐ T-43 (Texas Reverse Mortgage) The following subparagraph(s) of this endorsement are deleted: _____]

☒ Section 13 of the Conditions of this policy, which relates to Arbitration, is hereby deleted.

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below, but the Company insures that any such restrictive covenants have not been violated so as to affect, and that future violation thereof will not affect, the validity or priority of the Insured Mortgage (insert specific recording data or delete this exception):

Those set forth in Film Code No. 678060 of the Map Records of Harris County, Texas.

But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

☒ Item 2 of Schedule B is hereby amended to read: "shortages in area".

3. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

☒ Item 3 of Schedule B is hereby amended to delete: "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership,"

☒ Item 3 of Schedule B is hereby amended to add the following: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2018 are not yet due and payable."

4. Liens and leases that affect the Title, but that are subordinate to the lien of the Insured Mortgage.
5. (Insert here all other specific exceptions as to superior liens, easements, outstanding mineral and royalty interests, etc.)
 - A. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - B. A roadway easement 20 feet in width, located along the southwest property line of the subject property, as set forth in instrument recorded for record in Volume 3, Page 6 of the Map Records of Harris County, Texas.
 - C. A roadway easement 20 feet in width, located along the northwest property line of the subject property, as set forth in instrument recorded for record in Volume 3 , Page 6 of the Map Records of Harris County, Texas

- D. A Public Right of Way 40 feet in width along the southeast property line dedicated per plat recorded in Film Code No 678060 of the Map Records of Harris County, Texas.
- E. A 1 foot reserve dedicated to the public as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the 1 foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors, as reflected on plat filed for record in Film Code No. 678060.
- F. A un-located pipe line right of way easement granted to Humble Oil & Refining Company, by instrument recorded in Volume 1061, Page 681 of the Deed Records of Harris, Texas.
- G. Terms, conditions and stipulations of that certain Public Right-of-Way and Indemnity Agreement dated January 14, 2016 filed for record under Harris County Clerk's File No. RP-2016-63683.
- H. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1056, Page 532, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- I. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1070, Page 595, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- J. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1070, Page 596, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- K. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1083, Page 80, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- L. An undivided interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 1100, Page 257, of the Deed Records of Harris County, Texas. Title to said mineral interest has not been traced further.
- M. Terms, conditions and stipulations connected with that certain Mineral Estate created under Oil and Gas Lease recorded in Volume 248, Page 449, of the Contract records of Harris County, Texas. (Said lease has not been traced further)
- N. Terms, conditions and stipulations connected with that certain Mineral Estate created under Oil and Gas Lease recorded in Volume 249, Page 57 of the Contract Records of Harris County, Texas, as supplemented by Volume 307, Page 153, of the Contract records of Harris County, Texas. (Said lease has not been traced further)
- O. Terms, conditions and stipulations contained in those certain Pooling Agreements recorded in Volume 285, Page 459 and Volume 308, Page 232 of the Contract Records of Harris County, Texas, as amended by instrument filed for record under Harris County Clerk's File No. D801382.
- P. Subject to the terms, conditions and stipulation contained in that certain "Unit Agreement", regarding the Webster Field Unit filed for record under Harris County Clerk's File No. D963691.

Q. Subject to the following item(s) as shown per survey prepared by Georg R. Lardizabal, R.P.L.S. No. 6051, dated March 9, 2018:

Ditch extending along the most Northeasterly property line without benefit of a recorded easement.
"If the Endorsement T-19 is purchased, there is no coverage thereunder for this exception."

R. Said lien is additionally secured by Assignment of Leases and Rentals filed for record under Harris County Clerk's File No(s). RP-2018-295981.

American Title Company of Houston



Authorized Officer or Agent



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-800-526-8018

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

1-800-526-8018

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

ACCESS ENDORSEMENT (T-23)

ISSUED BY

Title Resources Guaranty Company

(Herein called the Company)

Attached to Policy No.: 10-L-3055918-00283

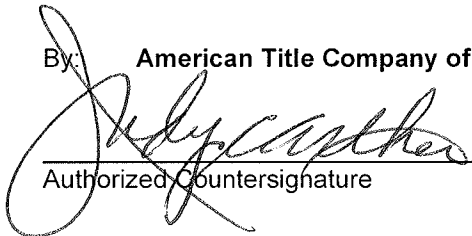
The Company insures against loss or damage sustained by the insured if, at Date of Policy:

- (i) the land does not abut and have both actual vehicular and pedestrian access to and from FM 2351 Road (the "Street"), or
- (ii) the Street is not physically open.

This endorsement is made a part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Title Resources Guaranty Company

By: **American Title Company of Houston**



Authorized Countersignature

Assignment of Rents/Leases Endorsement (T-27)

ISSUED BY

Title Resources Guaranty Company

(Herein called the Company)

File Number: 3055918-00283

Attached to Loan Policy No. 10-L-3055918-00283

The Company hereby insures the insured against loss which the insured shall sustain by reason of:

(a) any defect in the execution of the document entitled Assignment of Leases and Rents referred to in paragraph 5(R) of Schedule B; and

(b) the existence, as shown by the public records, of any prior assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents there under, other than as set forth in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Title Resources Guaranty Company

By **American Title Company of Houston**

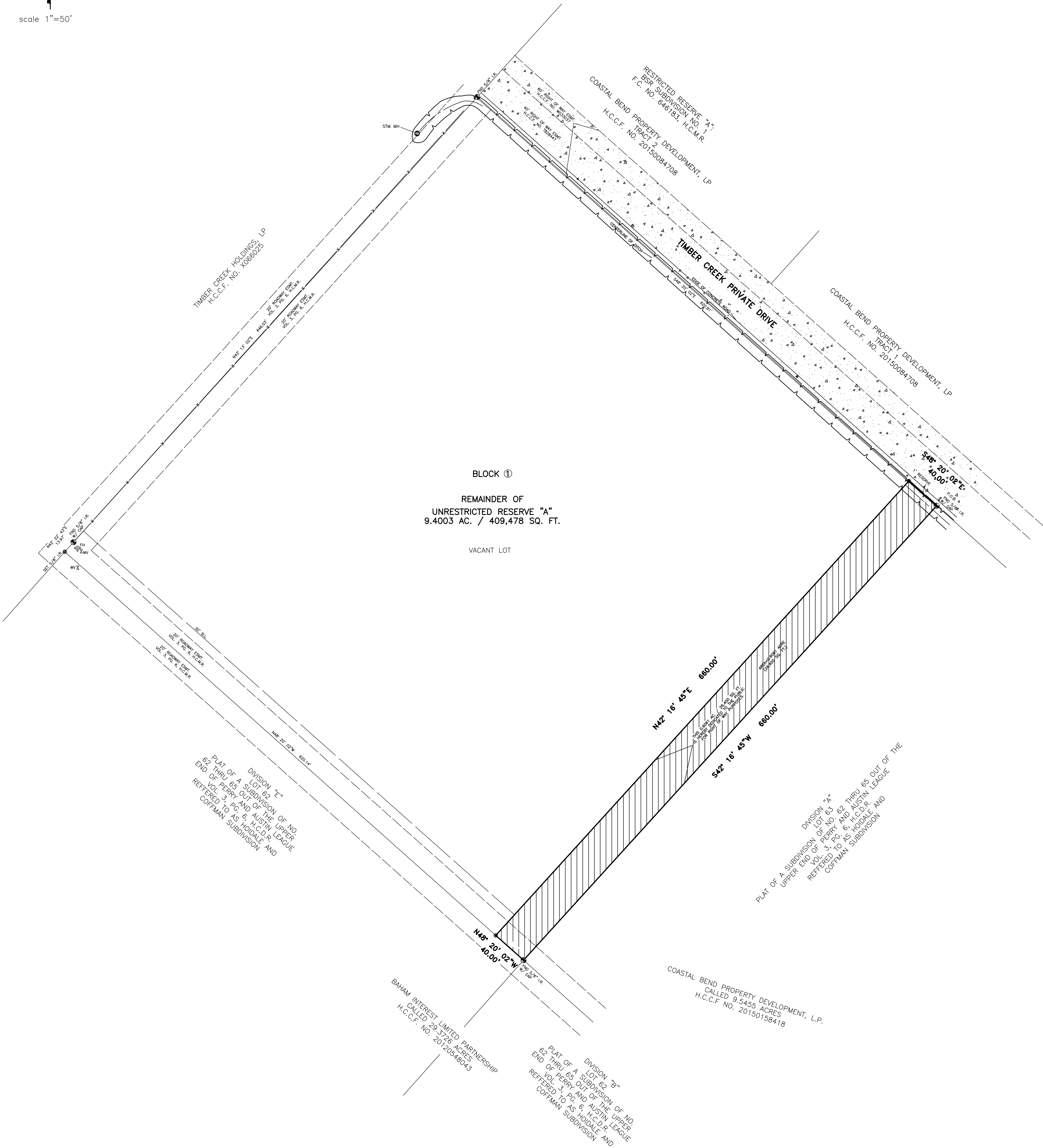


Authorized Countersignature



scale 1"=50'

- LEGEND:
- U.E. — UTILITY EASEMENT
 - W.L.E. — WATERLINE EASEMENT
 - R.O.W. — RIGHT OF WAY
 - B.L. — BUILDING LINE
 - P.L. — PROPERTY LINE
 - CM — CONTROLLING MONUMENT
 - FH — FIRE HYDRANT
 - WM — WATER METER
 - EM — ELECTRIC METER
 - GM — GAS METER
 - PP — POWER POLE
 - CP — CABLE PEDESTAL
 - PLM — PIPELINE MARKER
 - TP — TELEPHONE PEDESTAL
 - < — CALLED DISTANCE
 - () — MEASURED DISTANCE



- NOTES:
- BEARINGS BASED ON PLAT.
 - SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED BY AMERICAN TITLE COMPANY UNDER G.F. NO. 3055918-00283, EFFECTIVE 02/19/18 AS LISTED. IN FILM CODE NO. 678060, H.C.M.R.
 - EASEMENT AND BUILDING LINES PER RECORDED PLAT.
 - 40' PUBLIC R.O.W. PER FILM CODE NO. 678060, H.C.M.R.
 - SUBJECT TO UNLOCATED PIPELINE EASEMENT PER VOL. 1302, PG. 223 AND VOL. 1081, PG. 681, H.C.D.R.
 - SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN PUBLIC R.O.W. AND INDEMNITY AGREEMENT PER H.C.C.F. NO. RP-2016-03663.

THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION ONLY. SURVEYOR DID NOT ABSTRACT PROPERTY, EASEMENTS, BUILDING LINES, ETC. THEREFORE, AS IDENTIFIED BY THE TITLE COMMITMENT.



GEORG R. LARDIZABAL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6051

BOUNDARY SURVEY
0.6061 ACRE (26,400 SQ. FT.)
OUT OF
UNRESTRICTED RESERVE "A" IN BLOCK 1
OF BENZI DEVELOPMENT GARAGE CONDOMINIUMS
RECORDED IN FILM CODE NO. 678060
OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS.

GGC SURVEY, PLLC
Firm Number 1016000
8114 Golden Harbor Missouri City, TX 77459
TEL: (832) 729-7259 ggcsurvey@gmail.com
www.ggcsurvey.com

F.I.R.M. NO. 485488 PANEL 0002E
EFFECTIVE DATE 03/22/20 ZONE "X"
FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE INFORMATION OF THE SUBJECT PLAT TO THE FLOOD INSURANCE RATE MAPS. FLOOD INFORMATION SHOULD BE USED IN CONJUNCTION WITH FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO VERIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.
SURVEYED FOR: BENZI DEVELOPMENT CO. LLC
ADDRESS: D TIMBER CREEK PRIVATE DRIVE, FRIENDSWOOD, TEXAS 77459
FIELDWORK: 03/08/18
TITLE COMPANY: AMERICAN TITLE COMPANY
OF. NO.: 3055918-00283
G.F. EFFECTIVE DATE: 02/19/18
JOB NO.: 104203

A 0.6061 acre (26,400 sq. ft.) tract of land, being out of Unrestricted Reserve "A", Block 1, of the Benzi Development Garage Condominiums, a subdivision recorded in Film Code No. 678060, Harris County Map Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a found 5/8-inch iron rod with cap, being the westerly corner of said Unrestricted Reserve "A", in the south right-of-way line of Timber Creek Private Drive;

THENCE, South 42°16'45" West, along the southeast line of said Unrestricted Reserve "A", a distance of 660.00 feet to a found 5/8-inch iron rod with cap, being the southerly corner of said Unrestricted Reserve "A";

THENCE, North 48°20'02" West, along the southerly line of said Unrestricted Reserve "A", a distance of 40.00 feet to a point;

THENCE, North 42°16'45" East, across said Unrestricted Reserve "A", a distance of 660.00 feet to a point in the south right-of-way line of Timber Creek Private Drive;

THENCE, South 48°20'02" East, along the south right-of-way line of Timber Creek Private Drive, a distance 40.00 feet to the **POINT OF BEGINNING** and containing 0.6061 acre of land.

This metes and bounds description was compiled in conjunction with a survey performed on the same date.

WITNESS my hand and seal this 18th day of July, 2018.



Georg Lardizabal
R.P.L.S. No. 6051
GGC Survey, PLLC
Firm No. 10146000
Tel: 832-729-7256





Legend

- Streets
- Creeks
- City Limits
- Counties
- Schools

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.

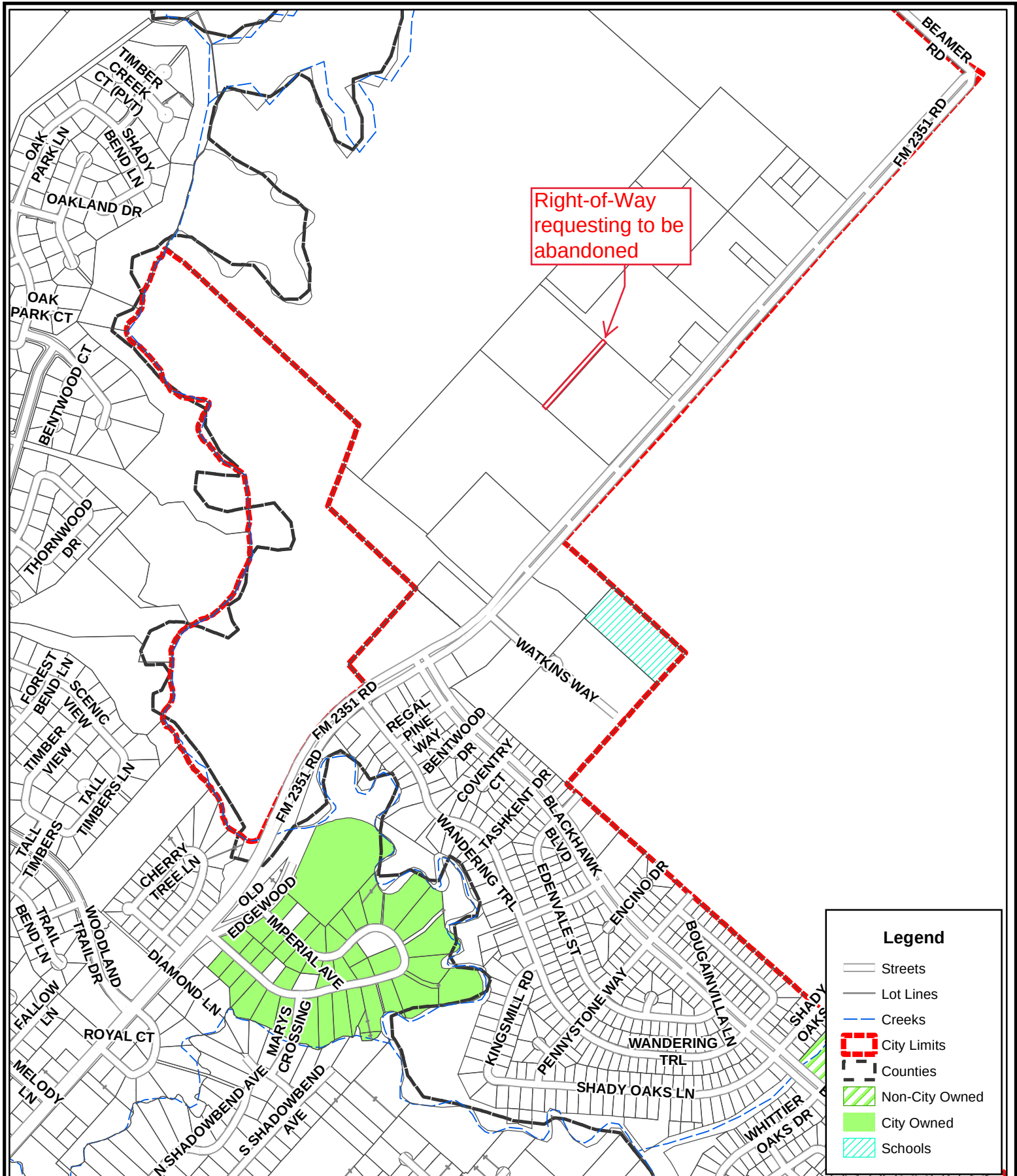


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 465'

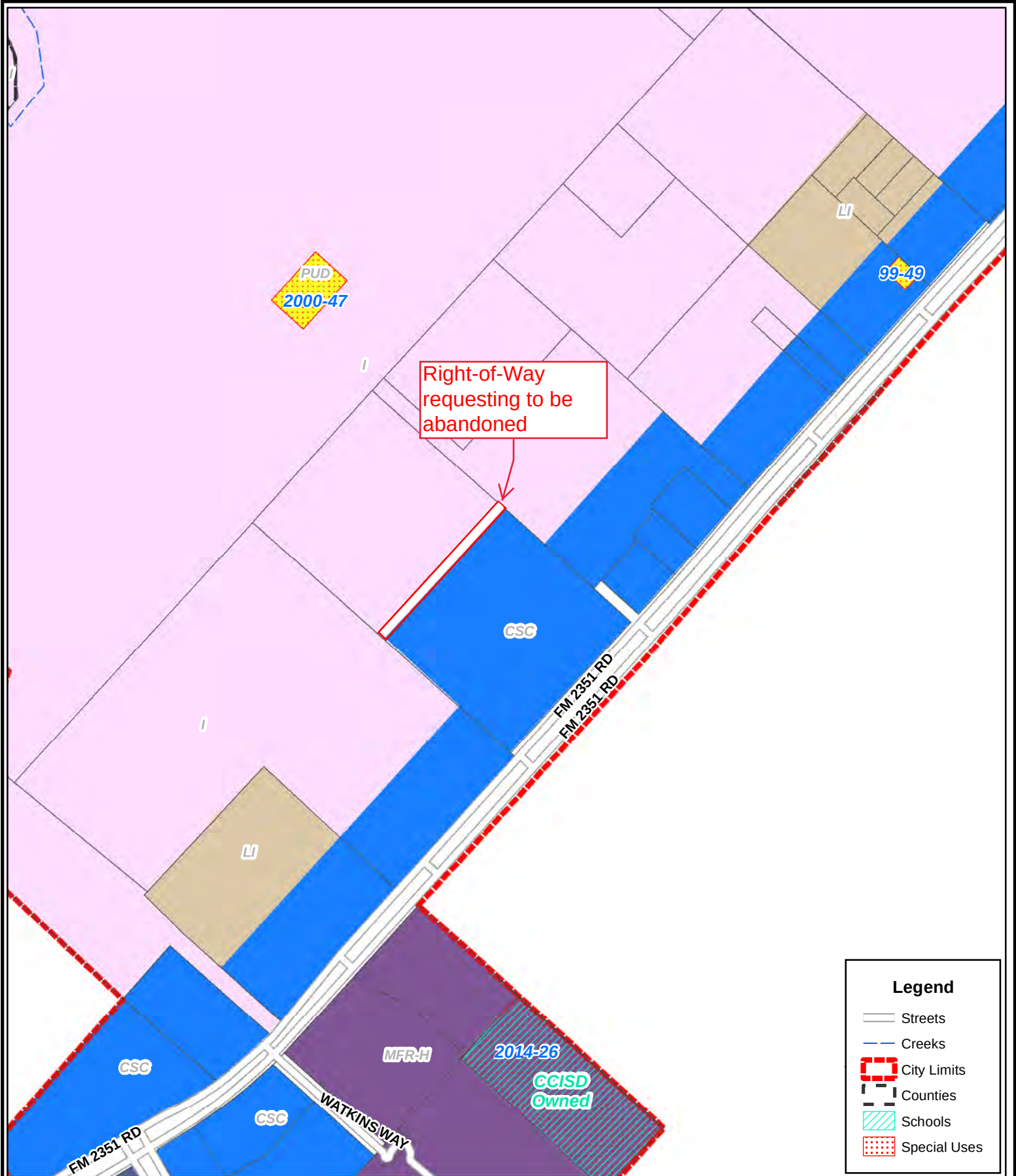


City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
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Friendswood GIS Mapping



1" = 931'



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 Friendswood, Texas 77546
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Friendswood GIS Mapping



1" = 465'

STATE OF TEXAS
COUNTY OF HARRIS

RP-2016-187519

FILED

5/4/2016 11:43 AM

Stan Stanart

COUNTY CLERK

We, Benzi Development Company, LLC, a Texas limited liability company, acting by and through Nicholas N. Deutsch, Manager, hereafter referred to as Owners of the 10.0064 acre tract described in the above and map of BENZI DEVELOPMENT GARAGE CONDOMINIUMS Subdivision, do hereby establish hereby make solid subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drainage, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors, and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private streets, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to public a strip of land fifteen (15) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Friendswood, Harris County, or any other governmental agency, the right to enter upon said easement at any times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, Benzi Development Company, LLC, have caused these presents to be signed by Nicholas N. Deutsch, its Manager, thereunto authorized.

Benzi Development Company, LLC

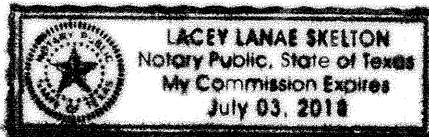
By: *Nicholas N. Deutsch*

Nicholas N. Deutsch
Manager

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas N. Deutsch, Manager of Benzi Development Company, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed, and in the capacity herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 2016.



Lacey Lanae Skelton
Notary Public in and for the
State of Texas
My Commission Expires
July 03, 2018
My Commission Expires:

I, Mike Kurkowski, am authorized under the laws of the State of Texas to practice the profession of land surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other object of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas State Plane Coordinate System of 1983 (south central zone).



Mike Kurkowski
Registered Professional Land Surveyor
Texas Registration No. 5101

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas has approved this plat and subdivision of BENZI DEVELOPMENT GARAGE CONDOMINIUMS in the City of Friendswood, Texas, and has adopted by ordinance of the City of Friendswood as shown hereon and authorized the recording of this plat, this 28 day of April, 2016.

By: *David O'Farrell*

David O'Farrell, Chairman
Planning and Zoning Commission

Attest: *Becky Summers*

Becky Summers
Development Coordinator

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.

I, Patrick G. Donart, P.E., CFM, City Engineer/Public Works Director of the City of Friendswood, hereby certify that the plat of this subdivision complies with all the existing rules and regulations of the City as adopted by the City Council and that it complies with all of the ordinances as currently adopted by the City.

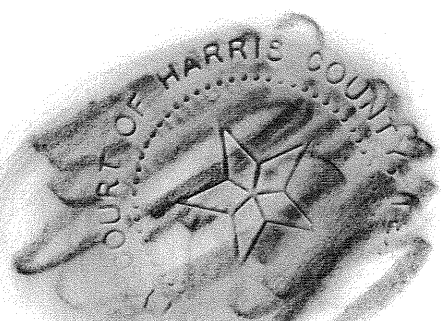
By: *Patrick G. Donart*

Patrick G. Donart, P.E., CFM
City Engineer / Public Works Director

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording.

I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on May 4, 2016, at 11:43 o'clock P.M., and duly recorded on May 4, 2016, at 12:15 o'clock P.M., and at Film Code No. 180660 of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.



STAN STANART

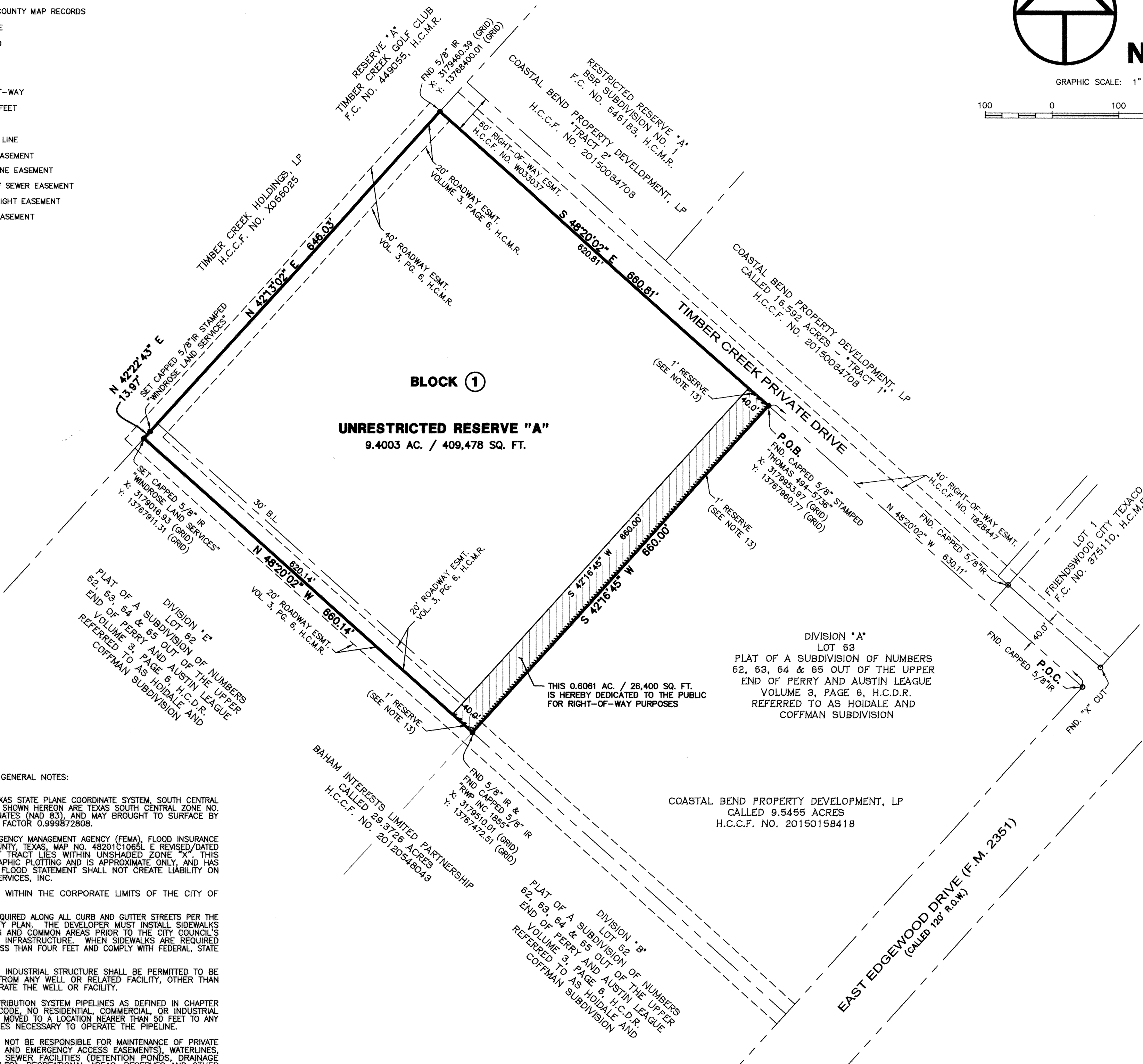
Stan Stanart
County Clerk
of Harris County, Texas

By: *Edwina V Mack*
Deputy
EDWINA V MACK

ABBREVIATIONS

5/4/2016 hccpirp1 60.00

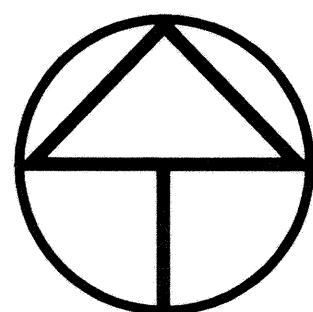
FND - FOUND
H.C.C.F. - HARRIS COUNTY CLERK FILE
H.C.D.R. - HARRIS COUNTY DEED RECORDS
H.C.M.R. - HARRIS COUNTY MAP RECORDS
IP - IRON PIPE
IR - IRON ROD
NO. - NUMBER
PG. - PAGE
R.O.W. - RIGHT-OF-WAY
SQ. FT. - SQUARE FEET
VOL. - VOLUME
BL. - BUILDING LINE
A.E. - AERIAL EASEMENT
W.L.E. - WATER LINE EASEMENT
S.S.E. - SANITARY SEWER EASEMENT
S.L.E. - STREET LIGHT EASEMENT
U.E. - UTILITY EASEMENT



GENERAL NOTES:

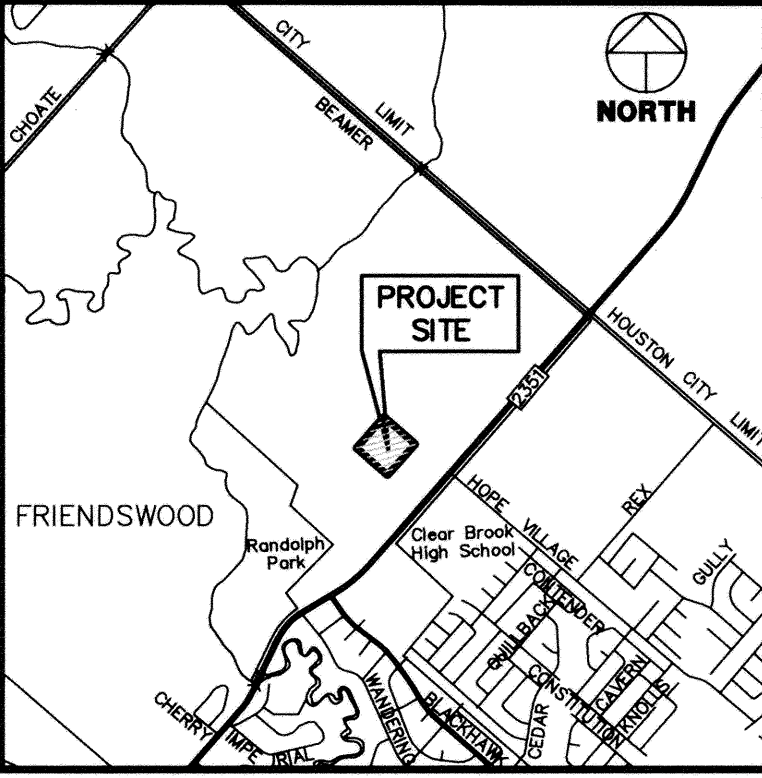
- BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83). ALL COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND WERE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR 0.999872808.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201C1065L E REVISED/DATED JUNE 10, 2007, THE SUBJECT TRACT LIES WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES, INC.
- THIS SUBDIVISION LIES WHOLLY WITHIN THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD.
- SIDEWALKS AND ADA RAMP ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. THE DEVELOPER MUST INSTALL SIDEWALKS AND ADA RAMP ALONG RESERVES AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE AND LOCAL REQUIREMENTS.
- NO RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
- EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26, OF THE FRIENDSWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL STRUCTURE SHALL BE ERRECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.
- THE CITY OF FRIENDSWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, EASEMENTS, OUTFALLS AND SWALES, RECREATIONAL AREAS, RESERVES, AND OTHER PRIVATE FACILITIES THAT ARE WITHIN PRIVATE EASEMENTS. BENZI DEVELOPMENT COMPANY, LLC SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDSWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF CENTERPOINT ENERGY.
- ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.
- THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS.
- ANY AND ALL RIGHT-OF-WAY ISLANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY BENZI DEVELOPMENT COMPANY, LLC.
- THIS BOUNDARY SURVEY SHALL CLOSE TO WITHIN ONE IN 10,000.
- PROPERTY IS SUBJECT TO RIGHT OF WAY EASEMENT RECORDED SEPTEMBER 10, 1937, VOL. 1061, PG. 681, HARRIS COUNTY DEED RECORDS, (BLANKET IN NATURE).
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREET ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

RECORDER'S MEMORANDUM
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.



NORTH

GRAPHIC SCALE: 1" = 100'
100 0 100 200 300 Feet



FRIENDSWOOD, HARRIS COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 3,000'

LEGAL DESCRIPTION:

A TRACT OR PARCEL CONTAINING 10.0064 ACRES OR 435,878 SQUARE FEET OF LAND BEING ALL OF DIVISION "D", OF LOT 63 OF THE PLAT OF A SUBDIVISION OF NUMBERS 62, 63, 64 & 65 OUT OF THE UPPER END OF PERRY AND AUSTIN LEAGUE, AS RECORDED IN VOLUME 3, PAGE 6 OF THE HARRIS COUNTY DEED RECORDS, AND BEING THAT SAME TRACT OF LAND REFERENCED IN DEED TO PRIMAVERA RESOURCES, INC. AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 5558282, BEING SITUATED IN THE PERRY AND AUSTIN LEAGUE, ABSTRACT NO. 55, HARRIS COUNTY, TEXAS, SAID 10.0064 ACRE TRACT, BEING MORE DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 5/8" INCH IRON ROD FOUND MARKING THE EASTERLY CORNER OF DIVISION "A" OF LOT 63 OF SAID SUBDIVISION OF NUMBERS 62, 63, 64 & 65, BEING THE EASTERLY CORNER OF A CALLED 9.5455 ACRE TRACT OF LAND AS CONVEYED TO COASTAL BEND PROPERTY DEVELOPMENT, LP AS RECORDED IN COUNTY CLERK'S FILE NO. 20150158418, AND ALSO MARKING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF EAST EDGEWOOD DRIVE, ALSO KNOWN AS FARM TO MARKET 2351 (CALLED 120' WIDE RIGHT-OF-WAY), AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A CALLED 40 FEET WIDE RIGHT-OF-WAY DEDICATION AS RECORDED IN FILM CODE NUMBER 375110 OF THE HARRIS COUNTY MAP RECORDS;

THENCE, NORTH 48 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID DIVISION "A" AND SAID 9.5455 ACRE TRACT, A DISTANCE OF 630.11 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "THOMAS 494-5736" FOUND MARKING THE EAST CORNER OF SAID DIVISION "D" OF LOT 63 AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 42 DEGREES 16 MINUTES 45 SECONDS WEST, ALONG THE COMMON LINE OF SAID DIVISION "D" AND SAID DIVISION "A", A DISTANCE OF 660.00 FEET TO CAPPED 5/8" INCH IRON ROD STAMPED "RWP INC 1855" FOUND MARKING THE SOUTH CORNER OF SAID DIVISION "D", THE WEST CORNER OF SAID DIVISION "A", AND THE SOUTH CORNER OF THE HERIN DESCRIBED TRACT;

THENCE, NORTH 48 DEGREES 20 MINUTES 02 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID DIVISION "D", A DISTANCE OF 660.14 FEET TO CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET ON THE SOUTHEASTERLY LINE OF RESERVE "A", TIMBER CREEK GOLF COURSE, AS RECORDED IN FILM CODE NUMBER 449055 OF THE HARRIS COUNTY MAP RECORDS, AS CONVEYED TO TIMBER CREEK HOLDINGS, LP AS RECORDED IN COUNTY CLERK'S FILE NO. X06025; MARKING THE WEST CORNER OF SAID DIVISION "D" AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 42 DEGREES 22 MINUTES 43 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID RESERVE "A", A DISTANCE OF 13.97 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN ANGLE POINT;

THENCE, NORTH 42 DEGREES 13 MINUTES 02 SECONDS EAST, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID RESERVE "A", A DISTANCE OF 646.03 FEET TO A 5/8" INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID DIVISION "D" AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 48 DEGREES 20 MINUTES 02 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID DIVISION "D", A DISTANCE OF 660.81 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.0064 ACRES OR 435,878 SQUARE FEET OF LAND AS SHOWN ON JOB NO. 52705, PREPARED BY WINDROSE LAND SERVICES.

A FINAL PLAT OF

BENZI DEVELOPMENT GARAGE CONDOMINIUMS

A SUBDIVISION OF 10.0064 AC. OR 435,878 SQ. FT. OF LAND,
BEING ALL OF DIVISION "D" OF LOT 63,
OUT OF THE UPPER END OF PERRY AND AUSTIN LEAGUE,
VOLUME 3, PAGE 6, H.C.D.R., REFERRED TO AS THE
HOIDALE AND COFFMAN SUBDIVISION, ABSTRACT NO. 55,
CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS.

1 BLOCK 1 RESERVE

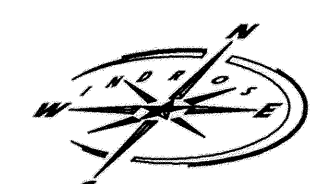
APRIL 14, 2016

Owners

Benzi Development Company, LLC
a Texas limited liability company

Nicholas N. Deutsch, Manager
13815 Barryknoll Lane
Houston, Texas 77079
(713) 409-6053

Surveyor



Windrose Land Services
3200 Wilcrest, Suite 325

Houston, Texas 77042

Phone (713) 458-2281 Fax (713) 461-1151

Contact: Andrew Allemand, Project Manager

Professional Development Consultants

Land Surveying, Platting, Project Management and GIS Services

Firm Registration No. 10108900

699 S. Friendswood Dr.; Bancorp

Site Plan Amendment

1. [Compliance memo](#)
2. [Cover sheet](#)
3. [Site plan](#)
4. [Building elevations](#)

Memo

To: Planning and Zoning Commission

From: Becky Summers, Development Coordinator

Date: October 25, 2018

Re: Bancorp ATM addition
Commercial Site Plan

Project Description: To add a drive up ATM machine with canopy to the Bancorp located at 699 S. Friendswood Drive.

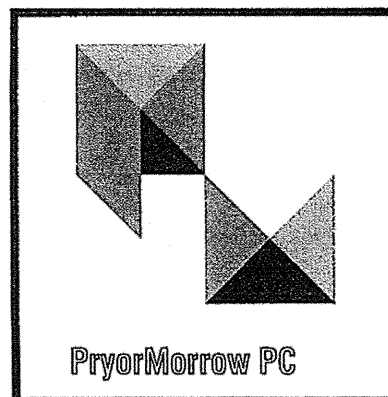
The plan has been reviewed by staff in the following departments: Planning, Public Works/Engineering, Fire Marshal, and Police Department. The proposed project appears to be in compliance with current City codes.

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



FRIENDSWOOD BRANCH BANK

(FRIENDSWOOD, GALVESTON COUNTY, TEXAS 77546)
CONSTRUCTION DOCUMENTS
September 26, 2018



Project Team

Architect Team:
Chris Morrow, AIA, Principal in Charge
Stephens Daniel, Project Architect
P.O. Box 7066
1150 South Green Street, Suite 1F
Tupelo, MS 38802
Phone: (662)-840-8062
Fax: (662)-840-8092

Owner's Representative

Facilities Management:
Carol Drake, Vice President, Facilities Manager
carol.drake@bbs.com
Steve Moore, Vice President, Facilities Management
steve.moore@bbs.com
P.O. Box 789
201 South Spring Street
Tupelo, MS 38802
Phone: (662)-680-2331
Fax: (662)-680-2382

Building Code Information

2012 INTERNATIONAL BUILDING CODE FLOOD ZONE: ZONE X - FIRM MAP NUMBER 4854680005E, EFFECTIVE SEPTEMBER 22, 1999
2011 NATIONAL ELECTRICAL CODE OCCUPANCY CLASSIFICATION: B - BUSINESS OCCUPANCY
2012 INTERNATIONAL EXISTING BUILDING CODE TYPE OF CONSTRUCTION: TYPE VB, UNPROTECTED, UNSPRINKLED (EXISTING)
2012 INTERNATIONAL ENERGY CONSERVATION CODE GROSS FLOOR AREA: 8,442 SF (EXISTING) + 12 SF (ADDITION) = 8,454 SF
2012 TEXAS ACCESSIBILITY STANDARDS
2012 NFPA 101 LIFE SAFETY CODE OCCUPANT LOAD: 85 OCCUPANTS

Table of Contents

Sheet	Description
G	GENERAL
G0.1	COVER SHEET, CODE INFORMATION & SPECIFICATIONS
C	CIVIL
C1.1	EXISTING SITE PLAN
C1.2	PROPOSED SITE PLAN & NOTES
A	ARCHITECTURAL
A1.2	DEMOLITION PLAN, PROPOSED FLOOR PLAN & NOTES
A1.3	FOUNDATION PLAN, DETAILS, WALL SECTIONS
A1.4	EXISTING & PROPOSED BUILDING ELEVATIONS

NOTES:
1. DRAWINGS ARE BASED ON INFORMATION PROVIDED BY THE OWNER AND HAVE NOT BEEN FIELD VERIFIED. THE CONTRACTOR SHALL VERIFY AND CONFIRM ALL DIMENSIONS AND QUANTITIES, BASED ON ACTUAL FIELD CONDITIONS PRIOR TO SUBMITTING A PROPOSAL. PROVIDE LABOR AND MATERIALS TO COMPLETE WORK INDICATED AND CONTAINED HEREIN.
2. ALL BUILDING MATERIALS SHOWN IN DRAWINGS SHALL BE CONSIDERED NEW UNLESS OTHERWISE NOTED.

Outline Specification Information

BIDDING REQUIREMENTS

00200 INSTRUCTIONS TO BIDDERS

Form of Instructions to Bidders
Reference AIA Document A701 (1997 Edition), Instruction to Bidders.

The Instructions in this document amend or supplement the Instructions to Bidders and other provisions of the Bidding and Contract Documents. Where any article is modified, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

1.01 ARTICLE 4 BIDDING PROCEDURES

A. Bid Form:
1. Proposals shall be submitted on the forms that will be provided by addendum to these documents or an exact reproduction thereof.
2. Bid Form provided will include base proposal. Also included will be Attachment "A" (List of Subcontractors) and Attachment "B" (Cost Breakdown). Attachments "A" and "B" are to be submitted within one hour after the Base Bid is submitted.

B. Submission of Bids:
1. Proposals and supplemental documents are to be emailed or faxed on or before 2:00 p.m., TBD, to:
Attn: Carol Drake
BancorpSouth Bank
Tupelo, Mississippi
email: carol.drake@bbs.com
fax: 662-680-2382

00500 AGREEMENT

CONTRACT AGREEMENT
AIA Document A-911 Standard Form of Agreement Between Owner and Contractor, Stipulated Sum, 2007 Edition.

CONTRACT BOND

No bond is required on this project.

INSURANCE
Contractor to provide proof of insurance, including Worker's Compensation and Comprehensive General Liability.

00700 GENERAL CONDITIONS

SUMMARY
AIA Document A-201-2007 General Conditions of the Contract for Construction.
1. See Section 00800 for Supplementary Conditions. Specifications rule in conflict with General Conditions.
A copy of the General Conditions is available at the Architect's office for the Contractor's examination.

00800 SUPPLEMENTARY CONDITIONS

ARTICLE 7: CHANGES IN THE WORK
Add the following to subparagraph 7.3.7, the allowance for combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
1. For Contractor, for work self-performed -10% of the cost.
2. For Contractor, for work performed by his subcontractor's - 5% of the amount due subcontractor.
3. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
4. All proposals for extras or credits shall be accompanied by a complete itemization of cost including labor, materials, and subcontractors.

DIVISION 1: GENERAL REQUIREMENTS

01100 SUMMARY OF THE WORK

The project consists of demolition of a section of existing exterior wall, paving and lawn area, and the installation of a new 12 square foot section of concrete floor, new exterior wall and the reconfiguration of parking, drives, curbs and landscape areas as shown on the project documents. Scope also includes preparation of openings for the installation of new Owner furnished Drive-up banking equipment to be installed under separate contract by others. Power for new equipment is included in this contract. Locate outlets and empty data boxes/couduct in accordance with banking equipment shop drawings, to be provided by the Owner.
Dispose of debris from demolition in accordance with federal, state and local ordinances. Exterior work also includes reconfiguring existing parking area to provide an additional ADA space. Provide new striping at reconfigured parking spaces. The facility will remain occupied during this work. Contractor to install and maintain erosion control measures and records.

The Architect is not responsible for coordinating construction or other details, or for job safety. Time is of the essence on this project. It is the Contractor's responsibility to verify existing conditions to avoid conflicts and delays. The Contractor shall take all responsible care to coordinate the new construction with the existing conditions.
The Contractor is responsible for any damages to the property caused by his operations.
The work under this contract shall be in strict accordance with governing codes, laws and ordinances.
The Contractor will maintain a competent jobsite superintendent on the project site at all times while work is in progress, including installation of Owner furnished equipment.

01045 CUTTING AND PATCHING
Use materials as specified.
Cut using methods that will not damage elements retained or adjoining.
Patch with durable seams that are as invisible as possible.
Restore exposed finishes of patched areas and extend finish restoration into related adjoining construction in a manner that will eliminate evidence of patching and refinishing.

01200 PRICE AND PAYMENT PROCEDURES

A. Application for Payment:
1. Payment Application to be on AIA G702 & G703 with submittal cover sheet.
2. Submit three (3) copies; signatures in blue ink.
B. Change Orders:
1. Contractor not to proceed without approval in writing.
2. Submit detailed information for review.

01210 ALLOWANCES

A. Contingency - \$10,000.00

01300 SUBMITTALS

Coordinate submittal preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay. Where possible, transmit submittals via email so review can be completed as soon as possible. Submit three samples of each item identified. The Architect will review each submittal and promptly return to the Contractor with action taken indicated.

01500 TEMPORARY FACILITIES

1. Contractor to provide any temporary lighting, power, heating/cooling/ventilation, sanitary facilities, office space and communications necessary for construction purposes.
2. Telecommunications may be provided via land line or wireless/cell card.
3. Remove temporary facilities at project completion.

01600 PRODUCT REQUIREMENTS

1. Provide a product list showing major products proposed for use - submit within 10 working days after Agreement.
2. Substitution will not be allowed unless noted "or equal". Provide documentation with proposed substitutions.
3. Complete start/finish dates.

01700 CLOSEOUT PROCEDURES

1. Contractor to prepare a punch list, submit to the Architect, and make corrections.
2. Insurance to transfer to Owner coverage.
3. Submit warranties, service agreements, final certificates, etc.
Provide occupancy permits and similar releases.
5. Submit Project record documents, O & M manuals, project photos, and other final record information.
6. Deliver spare parts, extra materials and manuals in designated area.
7. Complete start/finish dates.
8. Remove all temporary facilities.
9. Submit change over information on use, operation & maintenance.
10. Complete final cleaning and touch up painting.
11. Repair or restore marred finishes.

Inspection procedure: On receipt of a request for final inspection, the Architect will proceed or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following the inspection, or notify the Contractor of items that must be completed or corrected before the certificate can be issued.

Final Acceptance: Before requesting inspection for Certificate of Final Acceptance and final payment, complete the following:
1. Submit final Application for Payment with releases of lien.
2. Contractor's Affidavit of Payment of Debts and Claims.
3. Contractor's Letter of Guarantee of Work.
4. Subcontractor's Guarantee of Work.
5. Submit final Change request accounting for changes in the Contract Sum.
6. Submit a copy of the Final Inspection with a statement that all items have been completed.

Re-inspection: The Architect will re-inspect the Work upon notice that the punch list has been completed. Upon successful completion of re-inspection, the Architect will prepare a Certificate of Final Acceptance. Any items that remain uncompleted, will delay Certificate.

Record Drawings: Maintain a set of drawings on site and use this set of documents to indicate actual installation.

Maintenance Manual: Organize maintenance data in sets of manageable size and submit to the Architect for delivery to the Owner.

DIVISION 2: SITE WORK

02200 DEMOLITION

A. Furnish all labor and materials necessary to complete all demolition work shown on the drawings and as specified.
B. Remove designated items: walls, paving, curbs, landscaping, electrical, and other building components as indicated, at a site indicated by the Contractor.
C. It is the Contractor's responsibility to ensure that disposal is done in conformance with all applicable local, state and federal regulations.
D. The Contractor shall excavate paving and walks in straight lines to facilitate tying in new construction. Use caution when removing existing concrete to minimize damage to existing concrete edges.

02230 SITE CLEARING

A. The Contractor shall remove from the site and satisfactorily dispose of all rubbish, scrap, debris, or otherwise required to permit construction of the new work.
B. The Contractor shall make reasonable effort to channel merchantable material into the commercial market to make beneficial use of materials resulting from demolition.
C. Burning on site is not permitted.
D. Take special care to include all work shown on the documents.

02315 EXCAVATION

A. Stripping should be carried to a depth where all organic containing soils have been removed.
B. Notify the Owner and Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
C. Hand trim excavations. Remove loose matter.
D. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 02315.
E. Grade top perimeter of excavation to prevent surface water from draining into excavation.
F. Avoid grade beam excavations during inclement weather and place concrete within the excavations 24 hours after the completion of the excavation.
G. Stockpile excavated topsoil material to be re-used.
H. Remove unstable excavated material from site.

02316 FILL AND BACKFILL

A. Fill under slabs-on-grade, drives, and parking areas to be select material with a plasticity index of <15 and liquid limit of <40.
B. Washed gravel, coarse sand or crushed concrete under all paving, and building slabs-on-grade, as indicated.
C. Coordinate fill operations with installation of the foundation system.

02361 SOIL TREATMENT FOR TERMITE CONTROL

A. Comply with requirements of U.S. EPA and applicable State and local codes.
B. Spray apply toxicant in accordance with manufacturer's instructions.
C. Apply toxicant at following locations
1. Under Slabs-on-Grade
2. At Both Sides of Foundation Surface.
D. If inspection or testing identifies the presence of termites, re-treat soil and re-vent.
E. Provide a five-year warranty against infestation and damage.

02370 EROSION AND SEDIMENT CONTROL

1.01 Installation

A. Provide and install grass, silt fences, and straw bale barriers as required to prevent and control the loss of soil from the construction site and to prevent erosion of soil into local receiving waters or onto adjacent property.

02721 AGGREGATE BASE COURSE

A. Under Portland Cement Concrete Paving:
1. Place coarse aggregate to a total compacted thickness of 12 inches.
2. Compact to 95 percent of maximum dry density.
B. Place aggregate in maximum 6 inch layers and roller compact to specified density.
C. Level and contour surfaces to elevations and gradients indicated.
D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
E. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

02751 PORTLAND CEMENT CONCRETE PAVING

A. General: Concrete sidewalks, integral curbs, gutters, and drives.
B. Perform work in accordance with ACI 301 - Specification for Structural Concrete for Buildings; 2005.
C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000.
D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2007.
E. ASTM C150 - Standard Specification for Portland Cement; 2007.
F. ASTM C230 - Standard Specification for Air-Entraining Admixtures for Concrete; 2007.
G. Do not place concrete where base surface is less than 40°F, or surface is wet or frozen.
H. Water to be clean and not detrimental to concrete.
I. Concrete paving joint sealant polyurethane, self-leveling equal to Pourthane SL by W.R. Meadows.
J. Light brown finish on all surfaces.
K. Liquid cure: ASTM C309.
L. Compressive strength: 4000 psi @ 28 days.

02765 PAVEMENT MARKING

A. Begin pavement marking as soon as practicable after surface has been cleaned and is dry.
B. Do not apply paint if temperature of surface to be painted or the atmosphere is less than 50 degrees F or more than 95 degrees F.
C. Apply in accordance with manufacturer's instructions using an experienced technician that is thoroughly familiar with equipment, materials, and marking layout.
D. Comply with FHWA MUTCD manual (http://mutcd.fhwa.dot.gov) for details not shown.
E. Materials:
Parking Stripes: White or to match existing - Sherwin Williams Sher-Lane.
Handicap Stripes and Symbols: Blue - Sherwin Williams Sher-Lane.
Fire Lane Marking: Red - Sherwin Williams Sher-Lane.
Safety Markings and Parking Bumpers: Yellow - Sherwin Williams Selfest Acrylic Latex Traffic Marking Paint.
F. Apply uniformly painted markings of color(s), lengths, and widths as indicated, true, sharp edges and ends.
G. Apply paint to one coat only.
H. Wet Film Thickness: 0.015 inch, minimum.
I. Width Tolerance: Plus or minus 1/8 inch.

DIVISION 3: CONCRETE

03300 CAST-IN-PLACE CONCRETE

A. Concrete form work - see Section 03310.
B. Concrete reinforcement see Section 03320.
C. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
D. ACI 304.1R-04 - Guide for Concrete Floor and Slab Construction; 2004 (errata 2007).
E. ACI 308R - Guide to Curing Concrete; 2001.
F. Concrete Properties:
1. Compressive Strength, when tested in accordance with ASTM C 39/C 30M at 28 days: 4000 psi for floor slabs and foundations.
G. Cure floor slabs with liquid curing compound ASTM C309, Type 1.
H. Allow for erection loads and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
I. Field-weld components indicated on drawings or shop drawings.
J. Do not field-cut or alter structural members without approval of Engineer.
K. After erection, prime all welds, abrasions, and surfaces not shop-primed or galvanized (except surfaces to be in contact with concrete).
-Shop and Touch-Up Primer: SSPC 15, Type 1, red oxide.
L. Touch-Up Primer for Galvanized Surfaces: SSPC 20, Type 1, Inorganic.

DIVISION 6: WOOD AND PLASTIC

06100 Rough Carpentry

A. Wood Blocking: #2 SYP; pressure treated lumber when in contact with concrete, steel, roofing and less than 18" above grade. Kiln-dried to 15% maximum moisture.
B. Structural light framing: #2 SYP or SPF, pressure treated when in contact with concrete or steel. Bolt plate to slab with 2" x 9 x 5 1/2 HLT Kwik Bolt 3 HDG at each corner or intersection and 48" o.c.
C. Wood studs: nominal 2x4 or 2x6 as indicated on the documents in SYP or SPF spaced at 16" on center.
D. Form blocking: blocking attached to studs for support of wall poured items, including cabinets, shelves, door frames, grab bars, toilet accessories.
E. Sheathing: 1/2" OSB or CDX plywood applied to interior face and 1/2" Densglass Gold on exterior face of framing with #10 self-drilling fasteners @ 12" on center in field and 5" on center at edges.

06310 CONCRETE FORM WORK

A. Form work for cast-in-place concrete, with shoring, bracing and anchoring.
B. Openings for other work.
C. Form accessories.
D. Form void, equal to SureVoid Products corrugated void forms - size as noted on project documents.
E. Stripping forms.
Set all forms straight, plumb and true to the dimensions indicated on the documents. Replace or repair any defective work.
Do not allow concrete to spill outside the dimensions indicated for footings or slabs.

03320 CONCRETE REINFORCEMENT

A. Reinforcing steel bars, welded steel wire fabric for cast-in-place concrete.
Reinforcing Steel: ASTM A 615/A 615M Grade 60 (#60).
1. Type: Deformed billet-steel bars.
2. Finish: Unfinished, unless otherwise indicated.
B. Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain type.
1. Forms: Flat sheets or Coiled rolls.
C. Support chairs, bolsters, bar supports, spacers, and other devices for supporting reinforcement.

DIVISION 4: MASONRY

04815 MASONRY VENEER

A. General: Includes Clay facing brick, Mortar, Reinforcement and Anchoring, Flashing, and Accessories, as necessary for repair of the existing masonry wall.
B. Perform work in accordance with ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; 2005.
C. Brick units - Match Existing.
D. Masonry Veneer Anchors: Holmann & Barnard HB-213 S.L.S. with 9 ga. wire continuous or equal.
E. EPDM Flashing: .040 material provided by Sandell or equal.
F. Building Wrap: Tyvek with taped joints.
G. Weep Vents: Clay-Coin, color to match mortar.
H. Cleaning Solution: Non-acid.
I. Mortar Mix: ASTM C 270 Proportion Specification. Color: Match Existing. ASTM C91; Below grade - Type S; Exterior, non-load bearing masonry - Type N. Mix in batch mixer. Match existing joints configuration.
J. Light brown finish on all surfaces.
K. Liquid cure: Match and Line with Existing.

DIVISION 7: THERMAL AND MOISTURE PROTECTION

07212 BOARD AND BATT INSULATION

A. R-19 unfaced batt insulation above all new ceilings.
B. Full 1/2-inch unfaced batt insulation in new walls.
07240 EXTERIOR INSULATION FINISH SYSTEM
A. Exterior Insulation and Finish System: BARRIER type; reinforced finish coating on insulation board adhesive-applied direct to substrate; provide a complete system that has been tested to show compliance with the following characteristics: include all components of specified system and substrate in tested samples.
B. Fire Characteristics:
1. Flammability: Pass, when tested in accordance with NFPA 285.
2. Ignitability: No sustained flaming when tested in accordance with NFPA 285.
3. Potential Heat of Foam Plastic Insulation Tested Independently of Assembly: No portion of the assembly having potential heat that exceeds that of the insulation sample tested for flammability (above), when tested in accordance with NFPA 285 with results expressed in Btu per square foot.
C. Water Penetration Resistance: No water penetration beyond the plane of the base coat/insulation board interface after 15 minutes, when tested in accordance with ASTM E 331 at 6.24 psi differential pressure with tracer dye in the water spray; include in tested sample at least two vertical joints and one horizontal joint of same type to be used in construction; disassemble sample if necessary to determine extent of water penetration.
D. Freeze-Thaw Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating when viewed under 3x magnification after 60 cycles, when tested in accordance with ASTM A 101.01.
E. Weathering Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating when viewed under 3x magnification after 2000 hours of accelerated weathering conducted in accordance with ASTM G 155 Cycle 1 or ASTM G 155 Cycle 1, 5, or 9.
F. Water Degradation Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating when tested in accordance with ASTM E 2486: High 90 to 100 in-lb.
G. Color: As selected by the Owner from Manufacturer's standard color chart. Basis of proposal - 104 Dover Sky.
H. Texture: As selected by the Owner from Manufacturer's standard textures. Basis of proposal - Sand pable Fine Finish.

DIVISION 8: DOORS AND WINDOWS

09650 FLOORING

A. VCT: Armstrong Imperial Texture Standard Excelon #51858 Sandrift White
Rubber Base - Johnsons TBI Peppercorn, 4 1/2" Cov
09900 PAINTING
A. Interior Paint Schedule:
1. Gypsum Board -
Primer: S-W Builders Soltion Surface A63W0100 (2 coats per manufacturer's recommendations).
Finish: S-W SuperPaint Latex Satin A87-1100 Series (2 coats)
2. Wood and MDF to be painted:
Undercoat: S-W Premium Wall and Wood Primer B2W0811
Finish: S-W ProMar 200 Interior Waterborne Acrylic-Alkyd Semi-gloss B54W Series (2 coats)
3. Ferrous metals -
Primer: S-W Kem Kromk metal primer (primer not required on shop primed items).
Undercoat: S-W ProMar 200 Interior Alkyd Wood Primer B34 Series
Finish: S-W Classic 99 Interior/Exterior Semi-Gloss Enamel A4 Series.
B. Exterior Paint Schedule:
1. Ferrous Metal Fabrications -
Gloss system (Solvent Base)
Primer: S-W Kem Bond HS Universal Metal Primer, B50Z Series (8-mils wet, 5-mils dry).
Finish Coats: S-W Industrial Enamel HS, B54C00 Series (2 coats), (2-4-mils dry/coat).
2. Galvanized Ferrous Metal Fabrications -
Primer: Galvalume HS, B50WZ30 (7-mils wet, 4.5-mils dry).
Finish Coats: S-W Industrial Enamel HS, B54Z400 Series (2 coats), (2-4-mils dry/coat)
3. Parking Lot Marking -
See Section 02765

DIVISION 9: METALS

05120 STRUCTURAL STEEL

A. Structural Steel Members: ASTM A36 and ASTM A592.
B. Structural Tubing: ASTM A500, Grade B.
C. Pipe: ASTM A53, Grade B.
D. Bolts, Nuts, and Washers: ASTM A325, galvanized to ASTM A123 for galvanized members.
E. Anchor Bolts: ASTM F1554 Grade 36.
F. Welding Materials: AWS D1.1; type required for E.
G. Grou: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives; capable of developing a minimum compressive strength of 6000 psi at 28 days.
H. Allow for erection loads and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
I. Field-weld components indicated on drawings or shop drawings.
J. Do not field-cut or alter structural members without approval of Engineer.
K. After erection, prime all welds, abrasions, and surfaces not shop-primed or galvanized (except surfaces to be in contact with concrete).
-Shop and Touch-Up Primer: SSPC 15, Type 1, red oxide.
L. Touch-Up Primer for Galvanized Surfaces: SSPC 20, Type 1, Inorganic.

DIVISION 10: SPECIALTIES

06320 ALUMINUM AWNINGS & WALKWAY COVERS

A. Custom non-tilt aluminum awning to be manufactured and installed by Knight Sign Industries, Inc. Skin to be .125 aluminum painted PAS 145 BancorpSouth Green on 2" angle framing with necessary mounting brackets and awning arms.
NO EQUIPMENT IN THIS CONTRACT
D. Texture: As selected by the Owner from Manufacturer's standard textures. Basis of proposal - Sand pable Fine Finish.

DIVISION 11: EQUIPMENT

NO EQUIPMENT IN THIS CONTRACT

DIVISION 12: FURNISHINGS

NO FURNISHINGS IN THIS CONTRACT

DIVISION 13: SPECIAL CONSTRUCTION

NO SPECIAL CONSTRUCTION IN THIS CONTRACT

DIVISION 14: CONVEYING SYSTEMS

NO CONVEYING SYSTEMS IN THIS CONTRACT

06200 Finish Carpentry

A. Finish Carpentry Items.
1. MDF & Wood casings and moldings.
2. Hardware and attachment accessories
B. Protect work from moisture damage. Sequence installation to ensure building environment is controlled.
C.MDF: ANSI A208.2 2002, composite product, factory primed.
D. Fasteners: Of size and type to suit application.
E. Primer: Alkyd primer sealer.
F. Submit shop drawings on Finish Carpentry Items.
G. Installation: Set and secure materials and components in place, plumb and level. Set exposed fasteners, fill and sand smooth. Before installation, prime paint all surfaces to be in contact with cementitious materials.

DIVISION 15: MECHANICAL

NO MECHANICAL IN THIS CONTRACT

DIVISION 16: ELECTRICAL

16010 GENERAL REQUIREMENTS FOR ELECTRICAL SYSTEMS

A. General - This specification indicates the general scope of the project in terms of electrical systems. As scope documents, the specifications do not necessarily indicate or describe all work required for full performance and completion of the requirements of the contract documents. On the basis of the general scope indicated or described, the Contractor shall furnish all items required for the proper execution and completion of the work.
B. Install electrical and communication equipment and piping in strict accordance with applicable codes.
C. Do not allow systems to be concealed prior to complete rough-in review.
D. All power wiring shall be in metallic conduit with metallic boxes.
E. Warranty: All work performed under Division 16 of this Contract shall be free from defects in workmanship and materials for a period of one year from date of Substantial Completion Certificate.

16050 BASIC MATERIALS AND METHODS:

A. Conductors and Cables:
All copper 600-volt, type THHN insulation. Wire sizes #10 AWG and smaller to be solid, larger than #10 shall be stranded.
B. Conduit and Fittings:
EMT - 1/2 inch ferrous steel tubing, smooth interior, rained ends. Steel compression couplings. Terminate with "Die-Slit" steel or malleable iron male connector.
Whips to Light Fixtures - Flexible metal conduit with a minimum grounding path of 6 feet. Terminate with "Die-Slit" steel or malleable iron male connector.
C. Junction and Outlet Boxes:
Rated for application, galvanized steel with conduit knockouts and threaded holes for mounting wiring devices. Conform to NEMA 250-2003.
D. Wiring Devices:
Receptacles - 20 A, 125 v, AC, specification grade, single phase, 3-wire grounding type. Color: Ivory.
Wall Plates - High impact, scratch resistant ABS plastic, with matching screws. Match the particular size and type of device on which it is installed.
E. Wiring Connections/Splices:
Connections and splices are to be made only in accessible boxes, gutters or cabinets.
F. Mounting Heights:
Device Mounting Height for connection of bank equipment: See equipment shop drawings.
Wall Receptacles: 16" above finished floor or 6" above millwork top to bottom of plate.
Telephone/Data: 48" above finished floor or 6" above millwork top to bottom of plate.
Grounding:
This shall be a completely grounded system.

DIVISION 17: SEALS

07000 JOINT SEALERS

A. Sealants - Type One.
1. General purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25. Use 1/2" single component.
Product: Tremco, Inc., Dymonic
2. Traffic rated Joint Sealant: Polyurethane; ASTM C 920, Type 5, Grade P, Class 25, Use T, NT, M, O, G, single component.
Product: W.R. Meadows Pourthane SL

07000 JOINT SEALERS

A. Sealants - Type Two
1. Exterior Metal Lap Joint Sealant: Butyl rubber based; ASTM C131.
Product: Tremco, Inc., Tremco Butyl Sealant

07000 JOINT SEALERS

A. Sealants - Type One.
1. General purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25. Use 1/2" single component.
Product: Tremco, Inc., Dymonic
2. Traffic rated Joint Sealant: Polyurethane; ASTM C 920, Type 5, Grade P, Class 25, Use T, NT, M, O, G, single component.
Product: W.R. Meadows Pourthane SL

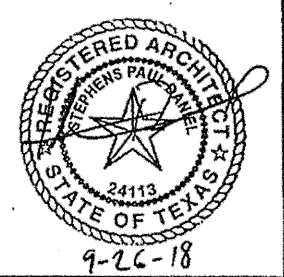
07000 JOINT SEALERS

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Product: Tremco, Inc., Dymonic
2. Traffic rated Joint Sealant: Polyurethane; ASTM C 920, Type 5, Grade P, Class 25, Use T, NT, M, O, G, single component.
Product:

DATE	DESCRIPTION
May 31, 2018	Preliminary Design
Sept. 26, 2018	CONSTRUCTION DOCUMENTS
CD	

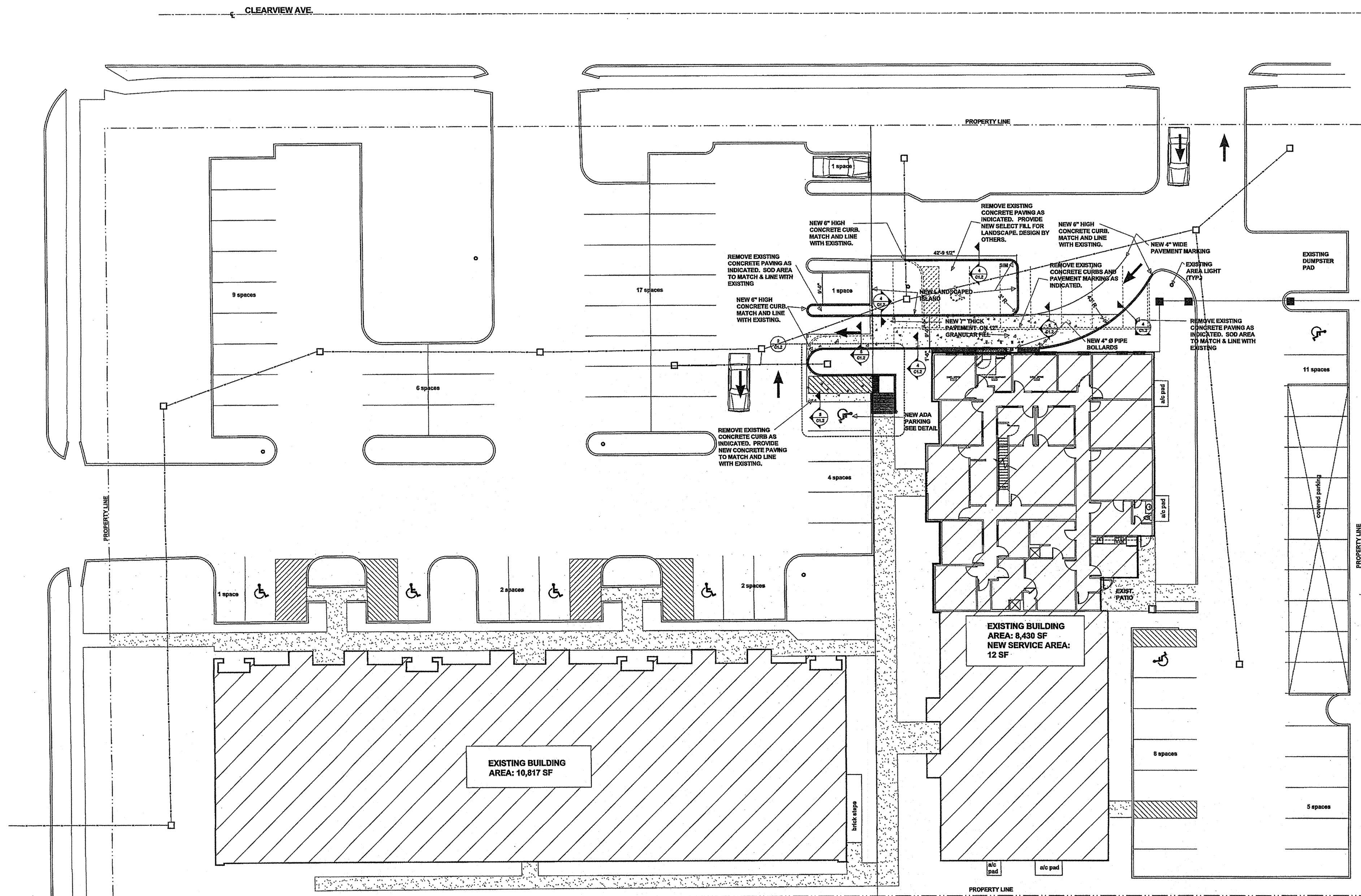


PROJECT NO. 201804
DRAWN BY: EFW
CHECKED BY: SPD

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ARCHITECTURAL
REVISED SITE PLAN

C1.2



1 PROPOSED SITE PLAN
C1.2 SCALE: 1/16" = 1'-0"

GENERAL DEMOLITION NOTES

- REMOVE EXISTING PAVING, CURBS, LANDSCAPE MATERIALS AND IRRIGATION IN AREAS INDICATED. DISPOSE OF WASTE MATERIALS IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
- COORDINATE PHASING OF WORK WITH OWNER TO MINIMIZE IMPACT ON EMPLOYEE PARKING.
- REMOVE EXISTING PARKING LOT STRIPING IN AREAS TO BE RECONFIGURED.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS TO DEVELOP QUANTITIES. DO NOT SCALE DRAWINGS - DRAWINGS HAVE NOT BEEN FIELD VERIFIED.
- CONTRACTOR TO REPAIR/REPLACE PAVING, CURBS, WALKS, LANDSCAPE, STORM DRAINAGE OR LAWN IRRIGATION THAT IS DAMAGED BY HIS FIELD OPERATIONS.
- EXISTING PAVING AND WALKS ARE CONCRETE. REMOVE PAVEMENT, SIDEWALKS, CURBS, ETC., BY SAW CUTTING IN CLEAN, STRAIGHT LINES AND CAREFULLY REMOVING AREAS INDICATED WITHOUT CHIPPING PAVEMENT TO REMAIN. FAILURE TO DO SO WILL RESULT IN ADDITIONAL DEMOLITION AND REPLACEMENT OF DAMAGED AREAS.
- THE CONTRACTOR SHALL MAKE REASONABLE EFFORT TO CHANNEL MERCHANTABLE MATERIALS INTO THE COMMERCIAL MARKET TO MAKE BENEFICIAL USE OF MATERIAL RESULTING FROM DEMOLITION.

EROSION CONTROL NOTES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ADEQUATE EROSION CONTROL AND TO ENSURE COMPLIANCE WITH STATE AND FEDERAL REGULATIONS FOR THE DURATION OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL PROPERTY, STRUCTURES, AND IMPROVEMENTS, BOTH ON AND OFF SITE, FROM SILTATION, AND SHALL CORRECT ANY DAMAGE RESULTING FROM FAILURE TO DO SO.
- TEMPORARY EROSION CHECKS TO BE PLACED AND MAINTAINED AT ALL WATER FLOW AREAS.
- ALL EROSION CONTROL MEASURES SHALL CONFORM TO THE USDA PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT, AND STORM WATER.
- THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS GOVERNING THE ELIMINATION AND CONTROL OF POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES AS REGULATED BY THE ENVIRONMENTAL PROTECTION AGENCY AND SET FORTH IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE, MAINTAIN, AND FILE ALL RECORDS, DOCUMENTATION, ETC. NECESSARY TO COMPLY WITH REGULATORY AGENCY REQUIREMENTS.

Zoning: Downtown District (DD)

NOTES

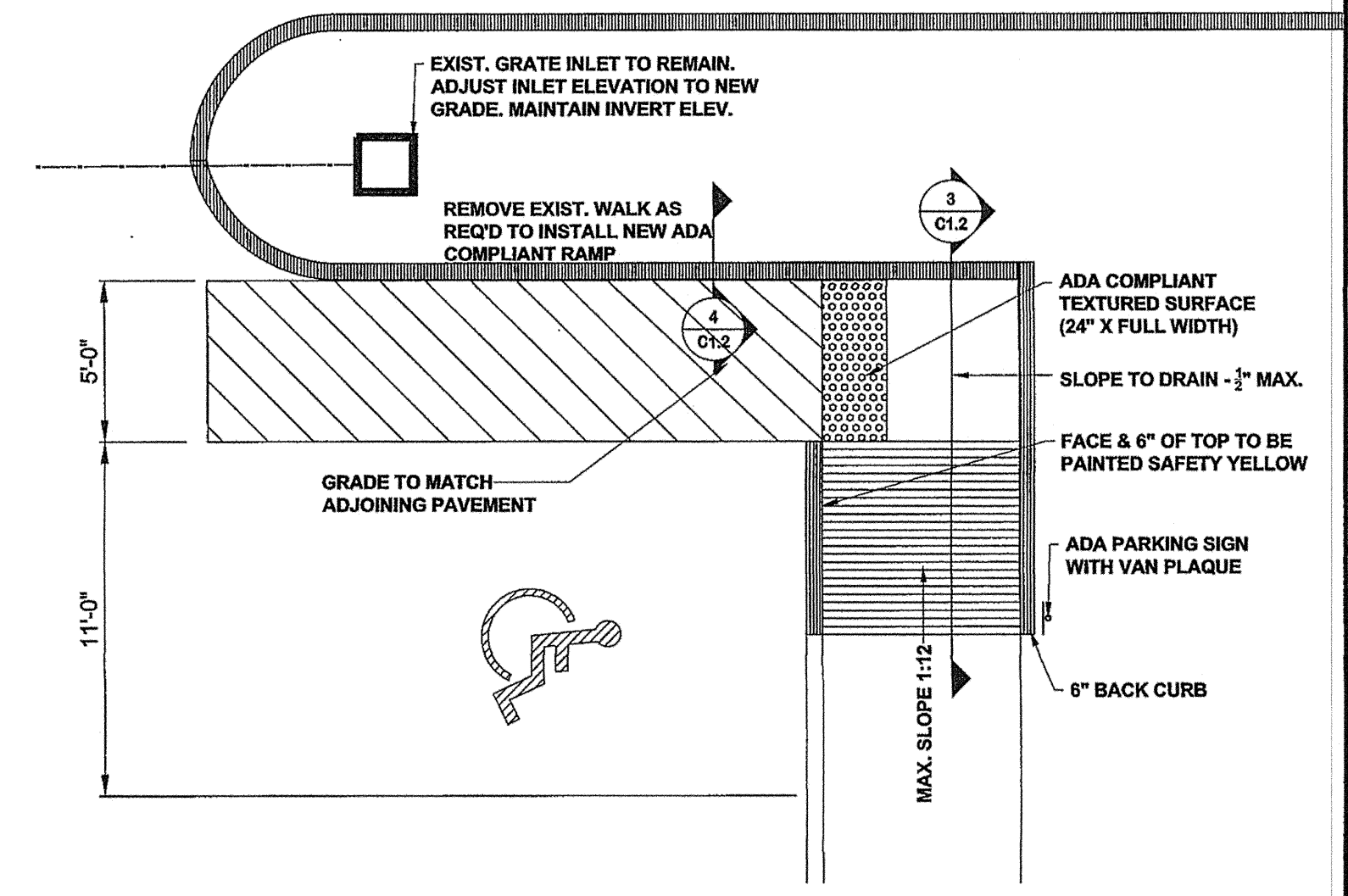
- DRAWINGS REPRESENT DESIGN INTENT WITH DIMENSIONAL DATA TAKEN FROM INFORMATION PROVIDED BY THE OWNER, INCLUDING A LAND TITLE SURVEY BY C.L. DAVIS & COMPANY LAND SURVEYING, DATED 09-22-2003, AND INFORMATION GLEANED FROM GOOGLE EARTH IMAGES OF THE PROPOSED SITE. NO FIELD DIMENSIONS HAVE BEEN TAKEN.
- SITE CALCULATIONS -

BUILDING AREA - EXISTING:	19,247 SF
- NEW SERVICE AREA:	12 SF
TOTAL	19,259 SF

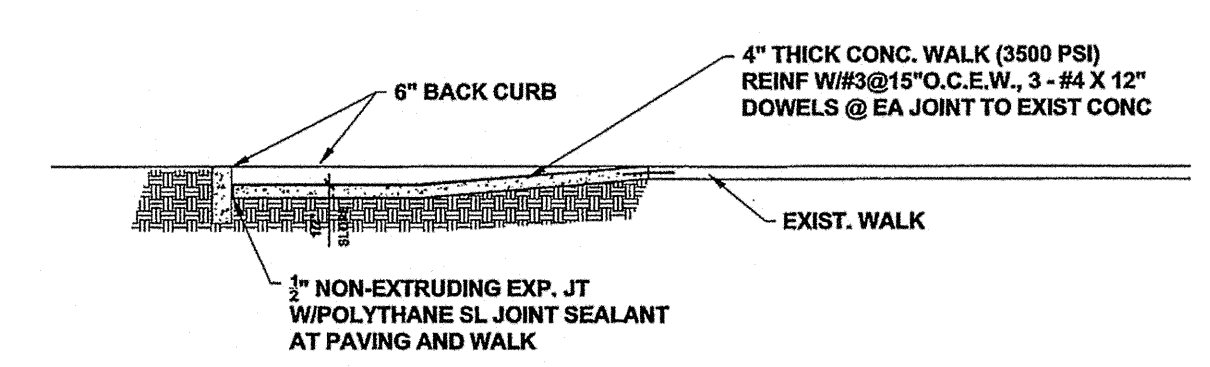
PARKING REQUIRED = $3.8 \times 19,279 = 73.26 \approx 74$ SPACES
 PARKING VARIANCE = 74 SPACES X 9% = 3 SPACES
 EXISTING PARKING SPACES: STD. 73, HCAP. 7
 REVISED LAYOUT PARKING SPACES: STD. 86, HCAP. 7
 REVISED LAYOUT COMPLIES WITH REQUIREMENTS.

REVISED PAVING AND DRIVES AREA:	38,258 SF
REQUIRED LANDSCAPED AREA = 38,258 X 10% = 3,826 SF	
LANDSCAPE AREA PROVIDED:	> 5,000 SF
REQUIRED LANDSCAPE AREA IN ISLANDS = 3826 X .50 = 1,913 SF	
LANDSCAPE AREA IN ISLANDS PROVIDED: > 2,500 SF	

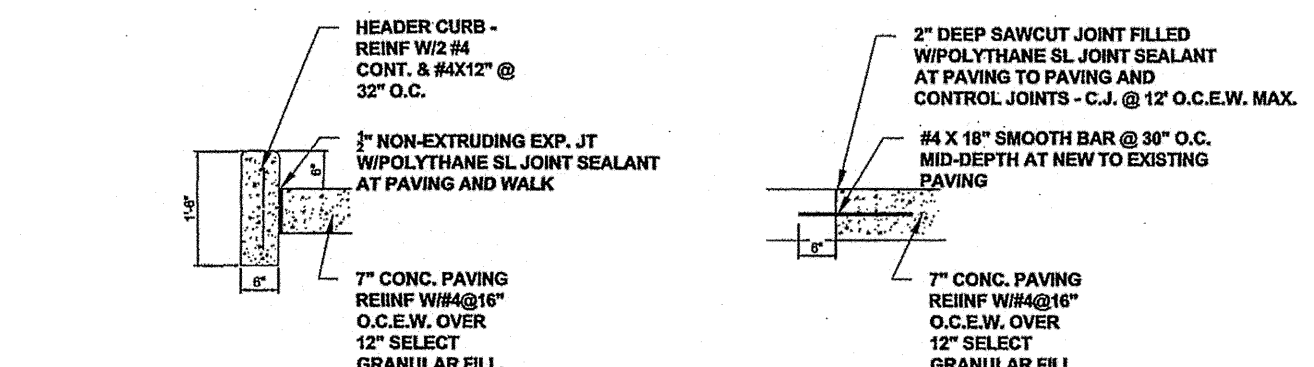
REVISED LAYOUT COMPLIES WITH LANDSCAPE REQUIREMENTS.



2 NEW ADA PARKING PLAN
C1.2 SCALE: NONE



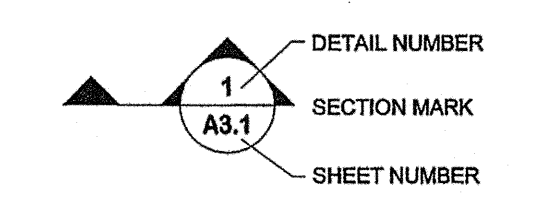
3 ADA RAMP SECTION
C1.2 SCALE: NONE

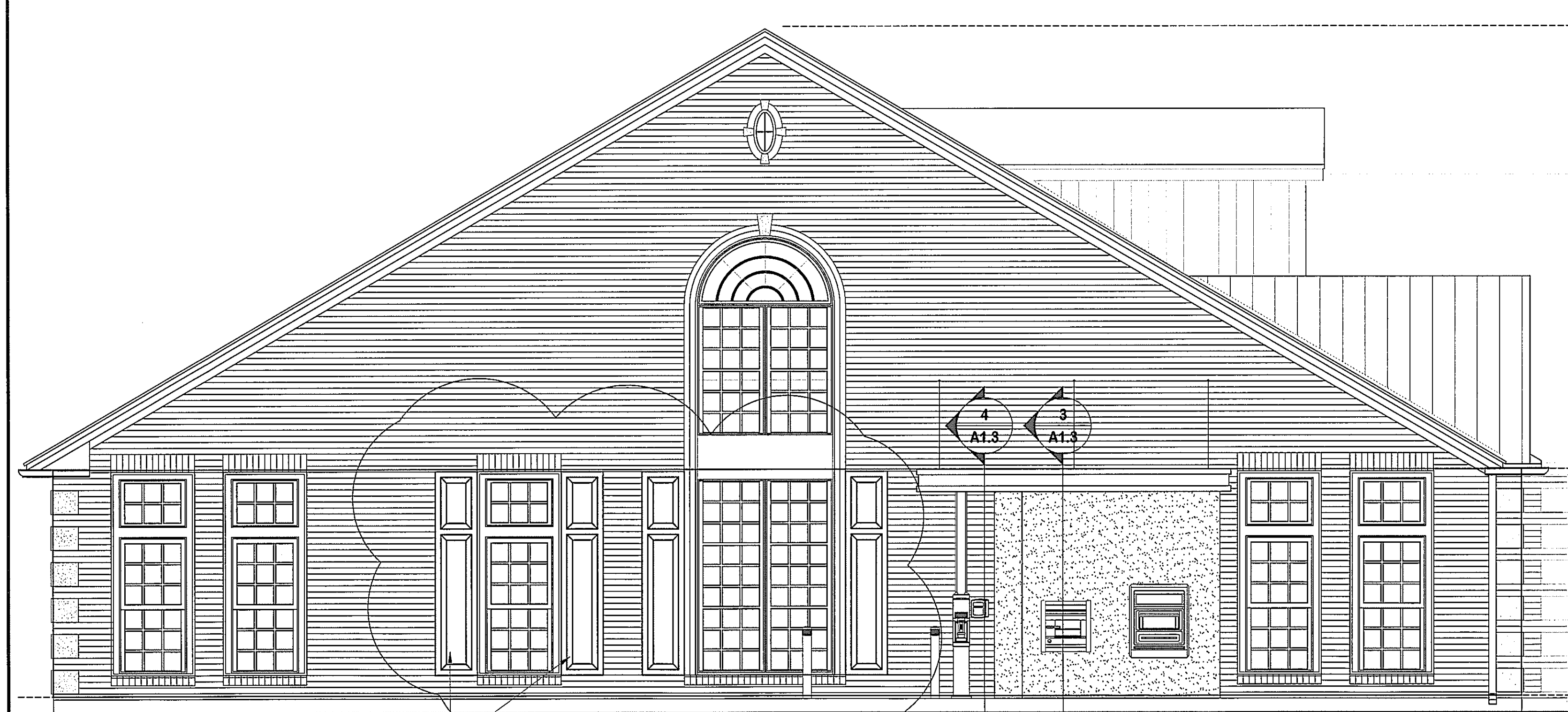


4 CURB DETAIL SCALE: 1/2" = 1'-0"
5 PAVING DETAIL SCALE: 1/2" = 1'-0"

SYMBOL LEGEND

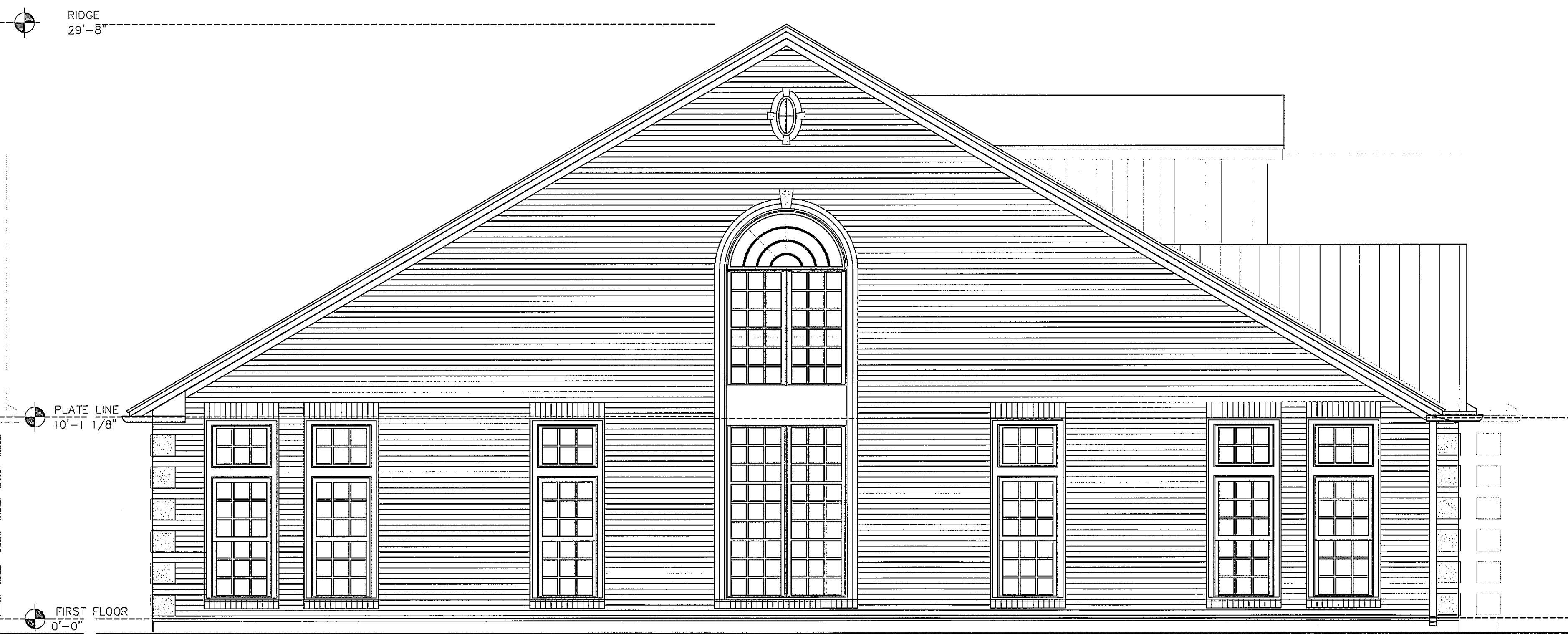
- EXISTING BUILDING TO REMAIN
- BUILDING ADDITION
- EXISTING PAVING TO REMAIN
- NEW PAVING AND WALKS
- EXISTING CURBS TO REMAIN
- NEW CURBS



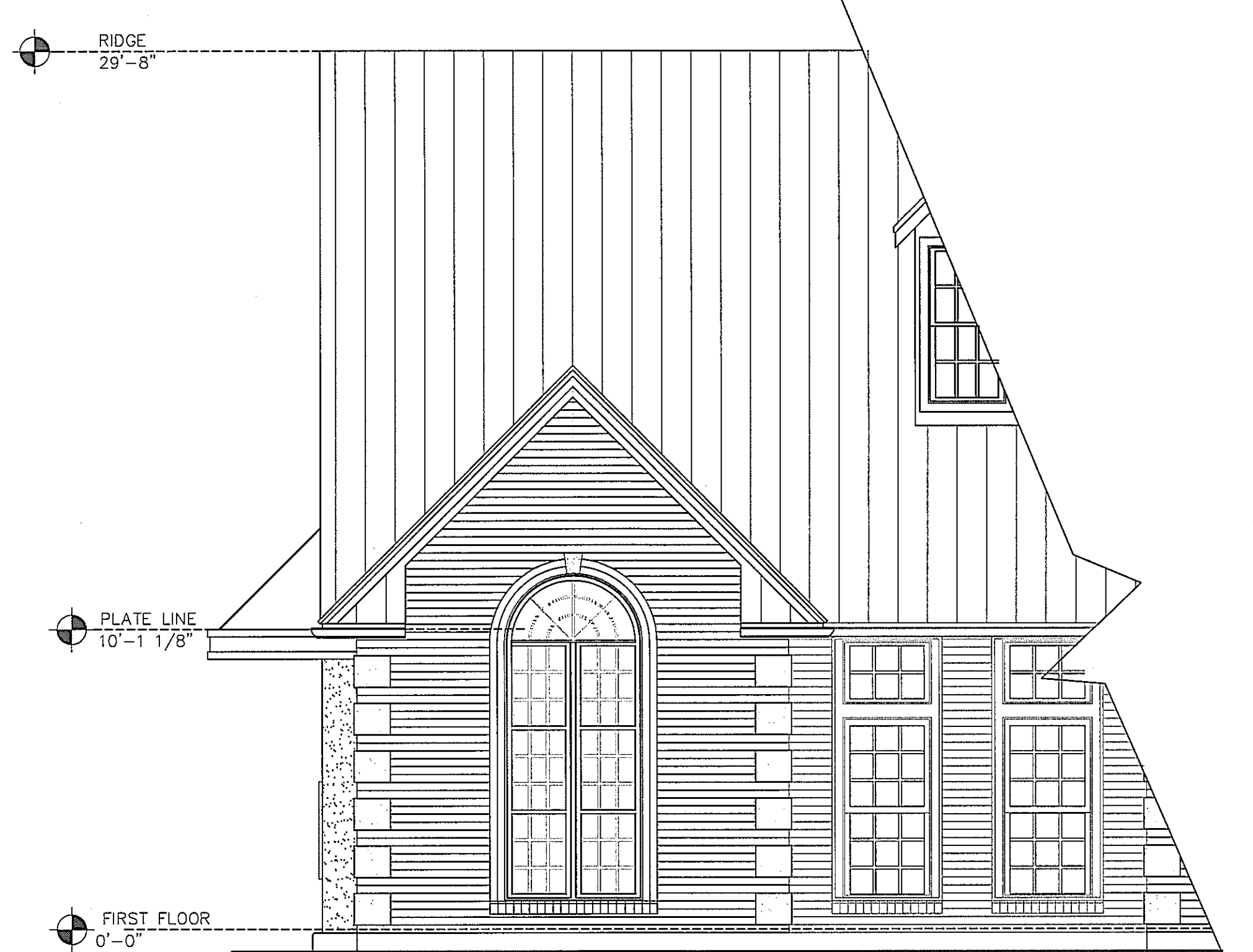


2 PROPOSED ELEVATION
A2.1 SCALE: 1/4" = 1'-0"

FENESTRATION CALCULATIONS:
EXISTING FENESTRATION: 200.16 SF
REQUIRED FENESTRATION (40%): 204.35 SF
PROPOSED FENESTRATION: 293.76 SF
PROPOSED FENESTRATION EXCEEDS 40%
REQUIRED.



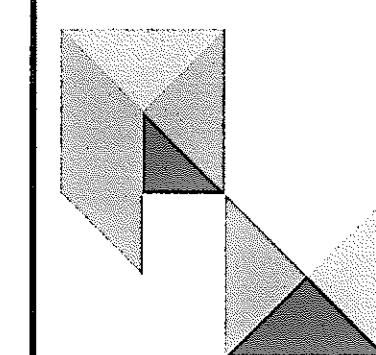
3 EXISTING ELEVATION
A2.1 SCALE: 1/4" = 1'-0"



1 PROPOSED ELEVATION
A2.1 SCALE: 1/4" = 1'-0"



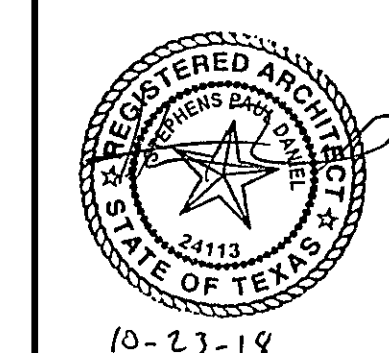
4 EXISTING ELEVATION
A2.1 SCALE: 1/4" = 1'-0"



PryorMorrow PC

BancorpSouth
Friendswood Branch Bank
(Friendswood, Texas)

MARK	DATE	DESCRIPTION
PD	May 31, 2018	Preliminary Design
CD	Sept. 26, 2018	CONSTRUCTION DOCUMENTS
Rev 1	Oct. 23, 2018	Revisions per City Requirements



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CHECKED BY: SPD

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ARCHITECTURAL
EXISTING
ELEVATIONS

A2.1