

BUSINESS

**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF:	February 6, 2018	AGENDA ITEM:	A
DATE SUBMITTED:	January 31, 2018	DEPARTMENT:	City Secretary
PREPARED BY:	D. Gordon Offord City Secretary	PRESENTER:	D. Gordon Offord City Secretary
SUBJECT:	Consent and Approval of calling and ordering an election- Ordinance No. 2018-1267		
ATTACHMENTS:	1. Ordinance No. 2018-1267		
EXPENDITURE REQUIRED:			NA
AMOUNT BUDGETED:			NA
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			NA
FUNDING ACCOUNT:			

EXECUTIVE SUMMARY

The City Secretary has prepared the attached ordinance calling and ordering the May, 2018 election to elect four (4) Council Members and Mayor.

D. Gordon Offord, City Secretary, will be present to answer any questions.

RECOMMENDATION

Ms. Offord recommends that the City Council approve Ordinance No. 2018-1267.

ORDINANCE NO. 2018-1267

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ORDERING AN ELECTION TO BE HELD ON SATURDAY, THE 5TH DAY OF MAY, 2018, FOR THE PURPOSE OF ELECTING CITY OFFICIALS; APPOINTING AN EARLY VOTING CLERK; STATING THE EARLY VOTING CLERK'S OFFICIAL MAILING ADDRESS; DESIGNATING AN EMAIL ADDRESS FOR RECEIPT OF AN APPLICATION FOR A BALLOT TO BE VOTED BY MAIL; STATING THE MAIN EARLY VOTING POLLING LOCATION AND THE REGULAR DATES AND HOURS THAT EARLY VOTING WILL BE CONDUCTED; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1.0 That an election is hereby ordered to be held on Saturday, the 5th day of May, 2018, for the purpose of electing city officials of the City of Fulshear, Texas, and to-wit:

Council Member at large;

Council Member, District No. 2;

Council Member, District No. 3;

Council Member, District No. 4; and

Mayor.

Note: Per City of Fulshear Charter one (1) Council Member elected from a single-member district in year 2018, shall serve a one year term. The Council Member who serves such a one year term is determined by drawing lots at the first regular City Council Meeting held after the election.

SECTION 2.0 That John W. Oldham, Elections Administrator of Fort Bend County, Texas, is hereby appointed as the early voting clerk for the election.

SECTION 3.0 That applications for ballot by mail shall be mailed to:

John W. Oldham
301 Jackson St.
Richmond, TX 77469-3108
vote@fortbendcountytexas.gov

SECTION 4.0 Those applications for ballots by mail must be received no later than the close of business on April 24, 2018.

SECTION 5.0 That early voting by personal appearance will be conducted each weekday at the main early voting polling place, the Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, Texas, between the hours of 8AM-5PM beginning on April 23, 2018, and ending on May 1, 2018, and between the hours of 7AM- 7PM beginning on April 30, 2018 and ending on May 1, 2018.

SECTION 6.0 That in full compliance with the *Texas Election Code*, Section 4.002, the Mayor of the City of Fulshear shall have authority and is required to give notice of this election; and such notice shall be given by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before the election, in a newspaper of general circulation or the official newspaper of the City.

SECTION 7.0 That in addition to the notice as herein previously provided, not later than the 21st day before the election, the Mayor of the City shall post a copy of the notice of the election on the bulletin board used for posting notices of the meetings of the governing body of the City and on the City website, and shall forward the election notice to the County Clerk/Election Administrator and Voter Registrar.

SECTION 8.0 That the notice as herein required shall provide a statement as to the nature and date of the election, the location of each polling place and the hours the polls will be open, and shall be signed by the Mayor; and an appropriate record of the notice signed by the Mayor and an appropriate record of the notice requirements shall be maintained in accordance with the *Texas Election Code*, Section 4.005.

SECTION 9.0 That voting at the election, including early voting, shall be by the use of equipment necessary for operating a voting system acquired by the City pursuant to the standards provided

for in Sections 123.032 and 123.035 of the *Texas Election Code*.

SECTION 10.0 That the City Council of the City of Fulshear authorizes and directs appropriate officers of the City to take such appropriate action as shall be deemed necessary to ensure that all persons qualified to vote are afforded the opportunity to do so and that all election judges or alternate election judges are assisted in any manner that they may request.

SECTION 11.0 That in the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 12.0 Pursuant to Section 63.0013, Election Code, and an election officer may give voting order priority to individuals with a mobility problem that substantially impairs the person's ability to move around.

PASSED and **APPROVED** this, the _____ day of _____, 2018.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

D. Gordon Offord, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: February 6, 2018

AGENDA ITEM: B

DATE SUBMITTED: January 10, 2018

DEPARTMENT: Administration

PREPARED BY: Paula Ryan,
Acting City Manager

PRESENTER: Paula Ryan,
Acting City Manager

SUBJECT: Reaffirm Water and Sewer Easement Agreement with GM Equity Group, LLC

ATTACHMENTS: Water and Sewer Easement Agreement with GM Equity Group, LLC-Nov.2011

EXPENDITURE REQUIRED: N/A

AMOUNT BUDGETED: N/A

FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED: N/A

FUNDING ACCOUNT:

EXECUTIVE SUMMARY

The Water and Sewer Easement Agreement with GM Equity Group, LLC was executed on November 21, 2011 by the Grantor, but not fully executed by the Grantee. As this was not previously fully executed, the Agreement is being brought to Council for reaffirmation to be fully executed and subsequently filed.

RECOMMENDATION

Staff recommends that City Council reaffirm and approve.

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

WATER AND SEWER EASEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

THAT GM EQUITY GROUP, LLC, a Texas Limited Liability Company, ("GRANTOR"), owner of the real property described in Exhibit "A," by these presents does DONATE, DEDICATE, GRANT, and CONVEY unto THE CITY OF FULSHEAR, TEXAS, a Texas Type A municipal corporation ("GRANTEE"), a water and sewer easement (the "Easement") across, and under the real property located in Fort Bend County, Texas, shown as "20' Water & Sanitary Sewer Easement" on the site plan as attached as Exhibit "B."

The Easement shall be utilized only as a water and sanitary sewer easement. This instrument conveys only an easement interest and does not convey title, whether to the surface or the mineral estate, of the land described in the Easement area.[JGR1]

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, together with rights of ingress and egress to and from the Easement for the purpose of constructing, inspecting, repairing, maintaining, enlarging, and removing water and sanitary sewer lines and associated infrastructure and equipment, unto GRANTEE, its successors and assigns forever. To the extent that Grantee must remove or alter Grantor's existing improvements on the Easement in furtherance of Grantee's lawful use of such Easement, replacement of such improvements shall be the responsibility of Grantee. Grantee shall take reasonable effort to minimize the impact on Grantor's improvements if and to the extent removal or alteration and/or replacement of such improvements becomes necessary.[JGR2]

GRANTOR shall not plant, place, or install ~~any trees within the easement or~~ ~~plant, place, or install~~ any ~~other~~ landscaping within the easement that may impact the water or sewer lines. [JGR3] Grantor, its successors and assigns, reserve the right to cross Grantor's Property including, without limitation, the portion covered by the Water and Sanitary Easement, at any time and from time to time with pipelines, roadways and/or other facilities.

GRANTEE shall exercise the rights herein granted in a manner which will not unreasonably interfere with Grantor's present or future use of Grantor's Property. Grantor particularly reserves unto itself, its agents, representatives, successors and assigns:

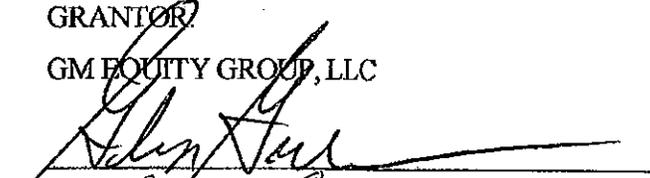
- i. The right to cross under or over said pipeline site with other pipelines, to carry out construction, installation, maintenance, repair, replacement, removal and abandonment of other pipelines and facilities of any kind, and, for such purposes, to dig under said pipeline site, provided that any such crossing or other activities shall be made or conducted in accordance with standard and accepted engineering practices and in such manner as to not unreasonably interfere with the operations or maintenance of the lines within the Water and Sanitary Easement, and that in the event such other pipeline is being constructed or activity is being conducted by or for Grantor, Grantor will give Grantee at least thirty (30) calendar days prior written notice before allowing such construction to commence;
- ii. The right to construct a road or roads and a bridge or bridges on the Property above the Water and Sanitary Easement;
- iii. The right to construct and/or clear and maintain drainage ditches over said Water and Sanitary Easement;
- iv. The right to construct and maintain fence or fences over the Water and Sanitary Easement and to include the surface above the Water and Sanitary Easement within fences.

V - SEE PAGE 3

GRANTOR agrees to bind itself and its successors and assigns to WARRANT and FOREVER DEFEND, unto GRANTEE, heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by through or under GRANTOR but not otherwise. The easement shall be used for the sole purpose of construction and maintenance of underground water and sanitary sewer lines along and through the easement area. The duration of the easement is perpetual. The easement is only for the benefit of Grantee and Grantee's successors and assigns.

SIGNED this the 21st day of November, 2011.

GRANTOR
GM EQUITY GROUP, LLC


BY: Glen R. Ginter DWS
AUTHORIZED REPRESENTATIVE

ACCEPTED:

GRANTEE

THE CITY OF FULSHEAR, TEXAS

By: _____
Thomas C. Kuykendall, Jr., Mayor
Jeff W. Roberts

ATTEST:

D. Gordon Offord, City Secretary

EXHIBITS:

- A- Metes and Bounds Description
- B- Site Plan

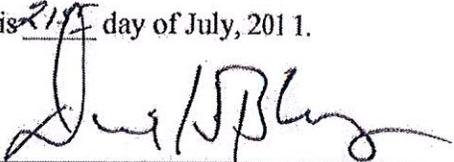
V - THE RIGHT TO CONSTRUCT OR LOCATE SIGNAGE AND OTHER MATERIALS OR IMPROVEMENTS EXCEPT FOR PERMANENT BUILDINGS OVER ACROSS OR UPON THE EASEMENT AREA; PROVIDED SUCH IMPROVEMENTS DO NOT INTERFERE WITH THE RIGHTS HEREBY GRANTED TO GRANTEE.



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

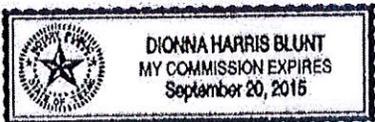
Before me, the undersigned notary public, on this day personally appeared GLEN R. GINTEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed in the capacity therein stated.

Given under my bond and seal of office this 21st day of July, 2011.



Notary Public, State of Texas

My commission expires: _____



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Jeff M. Roberts Before me, the undersigned notary public, on this day personally appeared ~~Thomas C. Kuykendall, Jr.~~, Mayor of the City of Fulshear, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed in the capacity therein stated.

Given under my bond and seal of office this _____ day of July, 2011.

Notary Public, State of Texas

My commission expires: _____

GRANTOR'S ADDRESS:

GM EQUITY GROUP, LLC
1403 West Hilshire Park Drive
Houston, Texas 77055

RETURN TO GRANTEE:

Randle Law Office
820 Gessner, Suite 1570
Houston, Texas 77024

Exhibit "A"

FIELD NOTES FOR A 20-FOOT WIDE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF A CALLED 3 ACRE TRACT CONVEYED TO BARBARA CHATAM BY THE DEED RECORDED IN FORT BEND COUNTY CLERK'S FILE NO. 20081068335 AND BEING LOCATED IN THE ENOCH LATHAM SURVEY, ABSTRACT 50; FORT BEND COUNTY, TEXAS.

BEGINNING: At the Southwest corner of the 3 acre tract which is also a common corner of the G.M. Equity Group, LLC called 137.294 acre tract (Fort Bend county Clerk's File No. 2008000068); said corner being located on the North Right-of-way (R.O.W.) Line of Farm-to-Market Road No. 1093;

THENCE: North $00^{\circ} 04' 09''$ West with the West line of the called 3 acre tract and a common East line of the called 137.294 acre tract a distance of **20.07** feet to the Northwest corner of this 20 foot wide easement;

THENCE: North $85^{\circ} 16' 17''$ East a distance of **212.29** feet with a line that is 20 foot North of and parallel to the North line of F. M. 1093 to the Northeast corner of this 20 foot wide easement;

THENCE: South $00^{\circ} 23' 25''$ West with the common line of the East line of the 3 acre tract and a West line of the called 137.294 acre tract (The 137.294 acre tract encircles the 3 acre tract on the three (3) sides) a distance of **20.06** foot to the Southeast corner of this easement and the North line of F.M. 1093;

THENCE: South $85^{\circ} 15' 54''$ West a distance of **212.13** feet with the North line of F. M. 1093 to the Actual Place of Beginning and being a 20-foot wide Water line and Sanitary Sewer line easement.

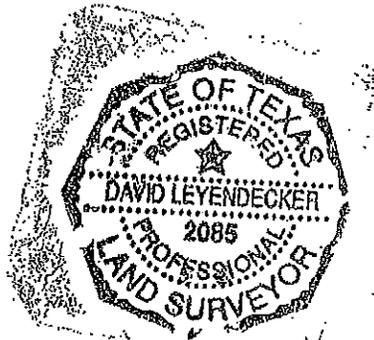
All bearings recited hereon are based on the North line of F.M. 1093 running South $85^{\circ} 15' 54''$ West.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
August 11, 2011

Pe

LATHAM-20footEasement



2008000068

Electronically Recorded

Official Public Records

2008 Jan 02 11:10 AM

Dianne Wilson
Dianne Wilson, County Clerk

Fort Bend County Texas

Pages: 6 Fee: \$ 31.00

**FILED BY
ALAMO TITLE COMPANY**

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

After Recording, Return to:
Kevin McInnis
Looper, Reed & McGraw, P.C.
1300 Post Oak Blvd., Suite 2000
Houston, Texas 77056

[Space above line for Recorder's Use]

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF FORT BEND

§

RIDDLE HOLDINGS, LTD., a Texas limited partnership (as to an undivided ninety percent (90%) interest in and to the hereinafter described Property), and GREGORY S. BAUMGARTNER (as to an undivided ten percent (10%) interest in and to the hereinafter described Property) (collectively, "Grantor"), whose mailing address is 9400 FM 1960 West, Houston, Texas 77070, for and in consideration of the sum of (i) Ten and No/100 Dollars (\$10.00), (ii) the execution and delivery by Grantee to Grantor of a certain Wraparound Promissory Note in the original principal amount of \$3,184,502.48 (the "Wraparound Note"), secured by a Deed of Trust, Security Agreement, Financing Statement and Assignment of Contracts, Rents and Leases (Wraparound Financing) to Richard K. McInnis, Trustee (the "Wraparound Deed of Trust") and by the Superior Title and Vendor's Lien herein retained and reserved by Grantor, and (iii) other good and valuable consideration paid to Grantor by GM EQUITY GROUP, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which consideration are hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD, AND CONVEYED, and do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the Grantee, whose mailing address is 1403 W. Hilshire Park Dr., Houston, Texas 77055, their respective undivided interests in and to that certain real property situated in Fort Bend County, Texas, more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes (the "Land"), together with all of Grantor's rights, titles and interests in and to: (a) all rights, privileges and appurtenances pertaining thereto, including utility service units, accessways and access openings to adjoining streets and roads; (b) any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land; (c) any strips or gores adjoining the Land; (d) all permits or licenses in connection with the operation of the Land; (e) all appurtenances and hereditaments appertaining to the Land; (f) all awards made or to be made to Grantor for the Land or any part thereof by reason of a taking by eminent domain or conveyance in lieu thereof after the date hereof; (g) any guarantees or warranties relating to the Land or any personal property to extent transferable; and (h) any unpaid award for damages to the Land by reason of change of grade of any street (hereinafter collectively referred to as the "Appurtenances"), subject, however, to that one certain Promissory Note in the original principal sum of \$1,560,000.00 dated July 10, 2007, executed by Riddle Holdings, Ltd., payable to the order of The Bank of River Oaks (the "Underlying Note"), and said Underlying Note being secured by a Deed of Trust dated July 10, 2007 in favor of R. A. Lane, Trustee, filed for record among the Official Public Records of Fort

Return to: 4010451
David Pitschmann
Alamo Title Company
5599 San Felipe, Suite 1400
Houston Texas 77056

Bend County, Texas under County Clerk's File Number 2007100278 (the "Underlying Deed of Trust"). The Land and the Appurtenances are herein collectively called the "Property".

Notwithstanding anything contained herein to the contrary, the Appurtenances shall be conveyed by Seller to Buyer WITHOUT WARRANTY OF TITLE, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES OF TITLE ARE HEREBY EXCLUDED AS TO THE APPURTENANCES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and Appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns (each as their respective undivided interests in and to the Property) to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

THIS CONVEYANCE IS MADE SUBJECT TO only those valid and subsisting encumbrances that are applicable to and enforceable against the Property as hereinafter defined and of record in the Official Public Records of Fort Bend County, Texas, including, but not limited to those shown on survey dated October 6, 2006, and as revised December 18, 2007, prepared by Chris D. Kalkomey, Registered Professional Land Surveyor, Texas Registration No. 5869, to the full extent same are validly existing and pertain to the Property.

Ad valorem taxes for the current year have been prorated as of the date of delivery of this Special Warranty Deed, and by Grantee's acceptance of this Special Warranty Deed, each Grantee assumes and agrees to pay such Grantee's proportionate share, based on such Grantee's undivided interest in and to the Property, of such ad valorem taxes for the current year and subsequent years during its ownership of the Property. Grantor warrants and represents that all ad valorem taxes and other assessments against the Property for prior years during Grantor's ownership of the Property have been paid.

Grantor hereby expressly reserves and retains a Vendor's Lien, as well as the Superior Title, in and to the Property to secure (i) the payment of the Wraparound Note, and (ii) the performance and payment by Grantee of all covenants, conditions, obligations and liabilities under the Wraparound Deed of Trust. Upon the full and complete payment of the Wraparound Note and satisfaction and performance of all covenants, conditions, obligations and liabilities under the Wraparound Deed of Trust, then this conveyance shall become absolute and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

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

SIGNATURES FOLLOW THIS PAGE

SIGNED on the date of the acknowledgment hereinbelow, to be effective as of the 28th day of December, 2007.

Grantor:

RIDDLE HOLDINGS, LTD.
a Texas limited partnership

By: Riddle Management, LC,
a Texas limited liability company,
its General Partner

By: Todd A. Riddle
Todd A. Riddle, Manager

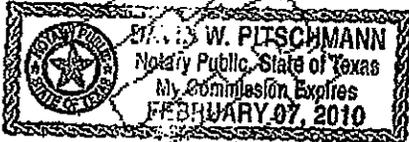
Grantor:

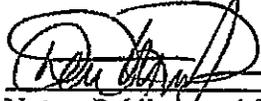
Todd A. Riddle
TODD RIDDLE, Agent & Attorney-in-Fact
for and on behalf of **GREGORY S. BAUMGARTNER**

Acknowledgments Attached

THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 28 day of December, 2007, by Todd A. Riddle, Manager of Riddle Management, LC, a Texas limited liability company, General Partner of Riddle Holdings, Ltd., a Texas limited partnership, on behalf of said limited partnership.

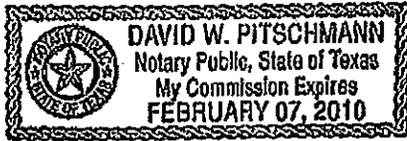


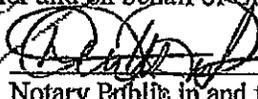


Notary Public in and for the State of TEXAS

THE STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 27 day of December, 2007, by Todd Riddle, Agent & Attorney-in-Fact for and on behalf of Gregory S. Baumgartner.





Notary Public in and for the State of TEXAS

EXHIBIT A
Land

FIELD NOTES FOR A 137.294 ACRE TRACT OF LAND IN THE ENOCH LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS, BEING THAT CERTAIN CALLED 137.2730 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2004144910, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE EAST LINE OF SAID CALLED 137.2730 ACRE TRACT AS BEING SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST (CALLED SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST).

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of F. M. Highway 1093 for the southeast corner of said called 137.2730 acre tract, same being the southwest corner of an adjoining called 3.662 acre tract described in deed recorded under County Clerk's File Number 2005096644, Official Public Records, Fort Bend County, Texas, for the southeast corner and Place of Beginning of the herein described 137.294 acre tract of land;

THENCE South 85 degrees 16 minutes 18 seconds West (called South 85 degrees 15 minutes 36 seconds West) along the south line of the herein described tract and the south line of said called 137.2730 acre tract, same being the north right-of-way line of F. M. Highway 1093, 723.02 feet (called 723.02 feet) to a 5/8 inch iron rod with cap marked "5070" found for corner, same being the southeast corner of an adjoining called 3.0 acre tract described in deed recorded under County Clerk's File Number 2001068335, Official Public Records, Fort Bend County, Texas;

THENCE North 00 degrees 23 minutes 25 seconds West (called North 00 degrees 23 minutes 52 seconds West) along the common line of the herein described tract and said adjoining called 3.0 acre tract, 608.67 feet (called 608.67 feet) to a 5/8 inch iron rod with cap marked "5070" found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the northeast corner of said adjoining called 3.0 acre tract;

THENCE South 85 degrees 12 minutes 22 seconds West (called South 85 degrees 11 minutes 58 seconds West) continuing along said common line, 209.00 feet (called 209.00 feet) to a 5/8 inch iron rod with cap marked "5070" found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the northwest corner of said adjoining called 3.0 acre tract;

THENCE South 00 degrees 04 minutes 09 seconds East (called South 00 degrees 05 minutes 44 seconds East) continuing along said common line, 608.71 feet (called 608.71 feet) to a 5/8 inch iron rod with cap marked "5070" found in the north right-of-way line of F. M. Highway 1093 for corner, same being the southwest corner of said adjoining called 3.0 acre tract;

THENCE South 85 degrees 14 minutes 42 seconds West (called South 85 degrees 14 minutes 19 seconds West) along the south line of the herein described tract and south line of said called 137.2730 acre tract, same being the north right-of-way line of F. M. Highway 1093, 699.12 feet (called 699.12 feet) to a 5/8 inch iron rod found for the lower southwest corner of the herein described tract and the lower southwest corner of said called 137.2730 acre tract, same being the

southeast corner of an adjoining called 124.4749 acre tract described in deed recorded under County Clerk's File Number 2005092052, Official Public Records, Fort Bend County, Texas;

THENCE North 00 degrees 23 minutes 27 seconds West (called North 00 degrees 25 minutes 24 seconds West) along the common line of the herein described tract and said adjoining called 124.4749 acre tract, 399.17 feet (called 399.17 feet) to a 5/8 inch iron rod found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the lower northeast corner of said adjoining called 124.4749 acre tract;

THENCE South 85 degrees 18 minutes 03 seconds West (called South 85 degrees 17 minutes 25 seconds West) continuing along said common line, 127.50 feet (called 127.50 feet) to a 5/8 inch iron rod found for the upper southwest corner of the herein described tract and the upper southwest corner of said called 137.2730 acre tract, same being a reentry corner to said adjoining called 124.4749 acre tract;

THENCE North 00 degrees 25 minutes 32 seconds West (called North 00 degrees 25 minutes 32 seconds West) continuing along said common line, 3,184.46 feet (called 3,184.04 feet) to a 5/8 inch iron rod found for the northwest corner of the herein described tract and the northwest corner of said called 137.2730 acre tract, same being the upper northeast corner of said adjoining called 124.4749 acre tract, said point also being in a south line of an adjoining called 1,214.62 acre tract (Tract II) described in deed recorded under County Clerk's File Number 2005115742, Official Public Records, Fort Bend County, Texas;

THENCE South 89 degrees 21 minutes 53 seconds East (called South 89 degrees 21 minutes 53 seconds East, adjoiner called North 88 degrees 23 minutes 39 seconds East) along the north line of the herein described tract and the north line of said called 137.2730 acre tract, same being a south line of said adjoining called 1,214.62 acre tract, 1,762.00 feet (called 1,762.00 feet, adjoiner called 1,761.94 feet) to a 5/8 inch iron rod found for the northeast corner of the herein described tract and the northeast corner of said called 137.2730 acre tract, same being a reentry corner to said adjoining called 1214.62 acre tract;

THENCE South 00 degrees 20 minutes 37 seconds East (called South 00 degrees 20 minutes 37 seconds East, adjoiner called South 02 degrees 37 minutes 40 seconds East) along the east line of the herein described tract and the east line of said called 137.2730 acre tract, same being a west line of said adjoining called 1,214.62 acre tract, at 3,018.31 feet (adjoiner called 3,018.31 feet) pass a 3/4 inch iron rod found on said line for a southwest corner of said adjoining called 1,214.62 acre tract, same being the northwest corner of the aforementioned adjoining called 3.662 acre tract, and continuing for a total distance of 3,418.54 feet (called 3,417.84 feet) to the Place of Beginning and containing 137.294 acres of land, more or less.

**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF: February 6, 2018	AGENDA ITEM: C
DATE SUBMITTED: January 31, 2018	DEPARTMENT: Planning & Development
PREPARED BY: Sharon Valiante, Director of Public Works Brant Gary, Executive Director of Planning & Development	PRESENTER: Sharon Valiante, Director of Public Works Brant Gary, Executive Director of Planning & Development
SUBJECT: Consideration and possible action to approve Special Use Permit at 8050 FM 359 South, Fulshear, Texas	
ATTACHMENTS: SUP Documentation	

EXECUTIVE SUMMARY

The owner of the property located at 8050 FM 359, along with their designated local representative Manuel Atenco, are requesting a Special Use Permit for the property indicated. The property is within the Downtown District and was previously occupied for use as a restaurant. They are requesting to use the property for commercial use, specifically to allow a Restaurant/Bar use. There are modifications planned for the interior of the building.

They have provided the following documents as required by Sec. 1-283 of the City's Zoning Ordinance (2012- 1069) which include the attached items referenced:

- **Completed Special Use Application:** Completed Application from the Owner/Owner's Representative. (See Item 1)
- **Owner Affidavit:** FBCAD records show ownership. Further documentation shows the details of the ownership firm identifying the principles. The owner has submitted a letter of approval to request the Special Use Permit submitted by the Owner's Representative (See Item 2)
- **Vicinity Map:** A map was provided that shows the location of the property in relation to the surrounding areas. (See Item 3)
- **Context Map:** Map shows existing layout, pavement, and access points. Staff accepts this document as there will be no new buildings allowed without further approval via Special Use Permit(s) and/or building permit(s). Map also is used for Site Plan Requirements. (See Item 4)
- **Survey:** A survey was provided which shows the existing lot and the building that sits on it, along with metes and bounds for the property. (See Item 5)

- **Compliance with the Comprehensive Plan:** After review of the request from the applicant, City Staff finds that the requested use of a restaurant/bar is an approved and desired use within the Downtown District (See Item 6)
- **Site Plan:** The site plan shows the building layout, and the proposed parking areas. Staff accepts these document as there will be no new buildings allowed without further approval via Special Use Permit(s) and/or building permit(s). (See Item 7)
- **Landscape Plan:** The applicant provided an overview of the current landscaping and indicated that no modifications were planned at this time. (See Item 8)
- **Grading and Drainage Plan:** The applicant provided an overview of the current drainage flows and indicated that no modifications were planned at this time that would affect the grading and/or drainage of the area. (See Item 9)
- **Lighting Plan:** The applicant provided an overview of the current building lighting under the awning and indicated that no modifications were planned at this time. (See Item 10)
- **Elevations:** The applicant provided pictures of the current building elevations and indicated that no modifications were planned at this time. (See Item 11)
- **Traffic Impact Study:** This requirement is waived based on the determination of the City Engineer. However, it is staff's recommendation that the parking lot be striped. (See Item 12)
- **Signage:** The applicant has indicated they will use wall signage and will comply with the sign ordinance for the Downtown District requirements. (See Item 13)
- **Notification to the Public:** This has been completed. Notice was published in an approved newspaper and a notice was also sent by the City to a verified listing of adjacent property owners within 300' as required by ordinance. (See Item 14)
- **Sign Notification on the Property:** The sign has been duly posted by the applicant. (Verified by Staff; no attachment item included)
- **Planning and Zoning Commission Recommendation:** A copy of the recommendation sheet from the Planning and Zoning Commission from their meeting on Janu is also included.

RECOMMENDATION

Staff recommends the City Council approve the SUP for the the use of an eating and drinking establishment to be located at 8050 FM 359 with certain conditions applied. Staff recommends that those conditions include the following:

- 1.) The ratio of alcohol sales be set at 30% subject to such permits being issued.
- 2.) The parking lot for the building be striped.

It is Staff's understanding that any conditions placed on the approval of this SUP must be met before a Certificate of Occupancy would be issued by City Staff



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-8237
www.fulsheartexas.gov

Special Use Permit
8050 FM 359 S
Item 1
Page 1 of 4

ZONING SPECIAL USE APPLICATION

Date of Application: 12/04/2017

Property Address: 8050 FM RD 359 S

Legal Description of the property: Lot , Block 26 of Town of Fulshear

Property Owner Name(s): Rafael Jumon Properties LLC

Address: 2123 Winged Foot Drive Missouri City TX 77459

Phone Number: 713-884-7232 Email Address: jumonproperties@yahoo.com ³⁴²⁷

Applicant/Agent: Manuel Atenco

Attach letter of authorization along with this application

Address: 16626 Great Oaks Glen Dr, Houston TX 77083

Phone Number: 713-292-6124 Email Address: m_atenco@hotmail.com

Zoning District: Downtown District ^A Current use of property: Commercial

Requested use of the property: Commercial

Land Uses of Adjoining Property:
(Agricultural, Single Family, Industrial, Business)

North	Commercial/ Residential
South	Commercial
East	Residential
West	Residential

Is the proposed special use allowable in the current zoning designation? _____

Application Fees: \$150.00 for Residential Use
\$500.00 for Commercial Use

la balance



cafe

Special Use Permit
8050 FM 359 S
Item 1
Page 2 of 4

La Balance Café will feature an outstanding New American- french influence In an upscale and cozy atmosphere. the menu with offers guests a contemporary twist on classic French favorites.

We will offer a three course "business lunch" prix fixe in addition to the regular menu.

We will open 6 days a week. serving breakfast to- go only from 8Am.to 10Am Tue. Thru Sunday.

Serving lunch Tue.- Fri. 11Am to 2.30 Pm

Dinner Monday - Sunday from 4. Pm to 9Pm

Brunch Sat.- Sunday from 10. Am to 3. Pm

Monday closed all day.....

Will be close fourth of July Thanksgiving Day Christmas day new year day.

We will have Special Wine Tastings and wine lockers with a wine Program for Special client

Customers can come and learn more About Wine and food.

La Balance Café will be a perfect place when customers need a 'little Extra' they can have business meetings or a quiet Pleasant dinner.

The Restaurant will start as a LLC. Corporation owner by its Founder Manuel Atenco.

The founder of the company Manuel Atenco and his crew total of 4 staff works in the kitchen and manager personal. We are Looking for a second-generation restaurant space of 16,000 sq. ft. which is locate at 8050 Fm. RD. 359 S. in Fulshear.

LETTER OF INTENT

Special Use Permit
8050 FM 359 S
Item 1
Page 3 of 4

1. Adjacent land uses consist of residential and commercial to the north and northwesterly residential to the west, large commercial development to the south and residential to the east. Therefore, granting of the Special Use Permit would allow preservation of current prevailing land use in this district.
2. The granting of this Special Use Permit will not be injurious to the public health, safety or welfare nor will in any way compromise public health or safety. On the contrary, structure will be ADA compliant and provide a handicapped parking space.

The granting of the Special Use Permit would no confer on the applicant any special privilege that is denied by the ordinance to other lands, structures or buildings in the same district.
3. The granting of the Special use Permit would no confer on the applicant any special privilege that is denied by the ordinance to other lands. The granting of the Special Use Permit would allow a commercial/residential mix-use that would be in character with the traditional small town, core atmosphere intended by the Downtown District zone.
4. The intent and general purposes of this chapter will be preserved and maintained; The intent and general purpose of the Downtown District Zone will be preserved and maintained, due to the following considerations:
 - a. The Restaurant will be in character with a Down town center development, while at the same time keeping the Commercial façade
 - b, Yards between right-of-way line and Restaurant will be landscaped, and will preserve and enhance the beautification of the block face,
 - c. A handicapped parking space and more additional parking will be Facilitate.
5. No nonconforming use of neighboring land, structures, or buildings in the same district and no permitted.

use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of Special Use Permit.
6. We will comply with existing ordinances.

La Balance Café (8050 FM.RD. 359 S.)
January 15,2018
Page 1 of 2

Special Use Permit
8050 FM 359 S
Item 1
Page 4 of 4

No nonconforming use of neighboring land, structures or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of the Special

Use. Permit. Special Use Permit requested would be granted on the basis of a reasonable assessment of existing conditions and general compliance with same district.

We hope this submittal meets with your approval. Please let me know if you have any questions or if I can be of further assistance.

Very truly yours,

La Balance Café

A handwritten signature in black ink, appearing to read 'X Manuel Atenco', written over a horizontal line.

Manuel Atenco
member

Owner of La TableCoquette LLC.

DBA/ La Balance

Special Use Permit
8050 FM 359 S

Property Owner Property Address **Item 2** 2017 Assessed Value
 R65818 JUMON PROPERTIES LLC 8050 MAIN ST, FULSHEAR, TX 77441 **Page 1 of 4** \$770,250

2017 GENERAL INFORMATION

Property Status Active
 Property Type Real Commercial
 Legal Description FULSHEAR, BLOCK 26 (PT), ACRES 0.6372
 Neighborhood Fulshear Fast Food Restaurant
 Account 3380-00-026-0000-901
 Related Properties R311383, R311427, P329092, P343226
 Map Number A-027-J
 Owner Name Jumon Properties LLC
 Owner ID O0657126
 Exemptions
 Percent Ownership 100%
 Mailing Address 2123 Winged Foot DR Missouri City, TX 77459-3627

2017 VALUE INFORMATION

Improvement Homesite Value \$0
 Improvement Non-Homesite Value \$420,520
 Total Improvement Market Value \$420,520
 Land Homesite Value \$0
 Land Non-Homesite Value \$349,730
 Land Agricultural Market Value \$0
 Total Land Market Value \$349,730
 Total Market Value \$770,250
 Agricultural Use \$0
 Total Appraised Value \$770,250
 Homestead Cap Loss -\$0
 Total Assessed Value \$770,250

2017 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAXRATE PER 100	TAX CEILING
C04- City of Fulshear		\$0	\$770,250	0.158691	0
CAD- Fort Bend Central Appraisal District		\$0	\$770,250	0	0
D01- Ft Bend Drainage		\$0	\$770,250	0.016	0
G01- Ft Bend Co Gen		\$0	\$770,250	0.453	0
R05- Ft Bend Co ESD 4		\$0	\$770,250	0.1	0
S01- Lamar CISD		\$0	\$770,250	1.39005	0

TOTALS 2.117741

2017 IMPROVEMENTS

Improvement #1 State Code Homesite Total Main Area Expand/Collapse All Market Value
 - F1 - Real Commercial No - \$385,855

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial Primary	F1 - Real Commercial	No	\$349,730	\$0	27,756 Sq. ft

TOTALS 27,756 Sq. ft / 0.637190 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$382,290	\$349,730	\$732,020	\$0	\$0	\$732,020	\$0	\$732,020
2015	\$397,670	\$281,360	\$679,030	\$0	\$0	\$679,030	\$0	\$679,030
2014	\$371,480	\$281,360	\$652,840	\$0	\$0	\$652,840	\$0	\$652,840
2013	\$371,480	\$281,360	\$652,840	\$0	\$0	\$652,840	\$0	\$652,840
2012	\$371,480	\$281,360	\$652,840	\$0	\$0	\$652,840	\$0	\$652,840

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
6/15/2016	Linck Properties LLC	Jumon Properties LLC	2016063244	
4/8/2011	Elizabeth Linck Living Trust Number 1	Linck Properties LLC	2011035185	
10/24/2008	Ruth LLC	Elizabeth Linck Living Trust Number 1	2008113125	
1/14/2005	T GEORGE FAMILY PTRNSHP LTD	Ruth LLC	2005008979	
	GARNETT, CAROL	GEORGE THOMAS A & CHERYLE S	9626150	
	GEORGE THOMAS A & CHERYLE S	T GEORGE FAMILY PTRNSHP LTD	9818960	

JUMON PROPERTIES, L.L.C.

**UNANIMOUS CONSENT OF MEMBER
IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, being the sole member of **JUMON PROPERTIES, L.L.C.**, a Texas limited liability company ("*Company*"), does hereby adopt, approve, authorize, ratify and consent to the following resolutions:

Approval of Articles of Organization.

RESOLVED, that the form, terms, and provisions of the Articles of Organization of the Company filed in the Office of the Secretary of State of Texas on the 10th day of October, 2013, are approved and the officers of the Company are instructed to file the same in the Company's minute book.

1. Approval of Regulations

RESOLVED, that the Regulations of **JUMON PROPERTIES, L.L.C.** and the officers of the Company are instructed to insert the same into the Company's minute book.

2. Officers

RESOLVED, that each of the following persons is appointed to the office or offices of the Company set forth opposite his name below, to serve at the pleasure of the members of the Company or until his respective successor is chosen and qualified:

<u>Name</u>	<u>Office</u>
Monica Chairez	President
Juan Chairez	Secretary/Treasurer

3. Banking Authorization

RESOLVED, that Wells Fargo Bank, N.A. is designated as the depository for funds of the Company and Monica Chairez and Juan Chairez are designated as the members who have authority to sign for the Company on the account.

RESOLVED FURTHER, that the form of resolutions submitted by _____ regarding the accounts is approved and adopted in its entirety as a resolution of the members.



Office of the Secretary of State

Special Use Permit
8050 FM 359 S
Item 2
Page 3 of 4

**CERTIFICATE OF FILING
OF**

JUMON PROPERTIES, L.L.C.
File Number: 801864899

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/10/2013

Effective: 10/10/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

LETTER OF AUTHORIZATION FOR SPECIAL USE APPLICATION REPRESENTATION

AUTHORITY IS HEREBY GRANTED TO: MANUEL ATENCO

ACTING ON MY BEHALF AS THE OWNER OF THIS PROPERTY AS INDICATED AT THE APPRAISAL DISTRICT, TO FILE AND PRESENT AN APPLICATION TO THE CITY OF FULSHEAR, TEXAS, TO REQUEST A SPECIAL USE PERMIT FOR THE FOLLOWING PROPERTY:

(CERTIFIED

LEGAL DESCRIPTION] 8050 VINILO STREET
FULSHEAR, TEXAS 77411

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I authorize Juan Lepe Chairez to represent my interest as the owner of the property. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of the SPECIAL USE request.

I understand that if I am not present nor duly represented at the Commission's public hearing or at the City Council Meeting, that the meeting may dismiss my request, which constitutes a recommendation that the request be denied.

I reserve the right to withdraw this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed variance request for property, within the City of Fulshear, as identified in this application.

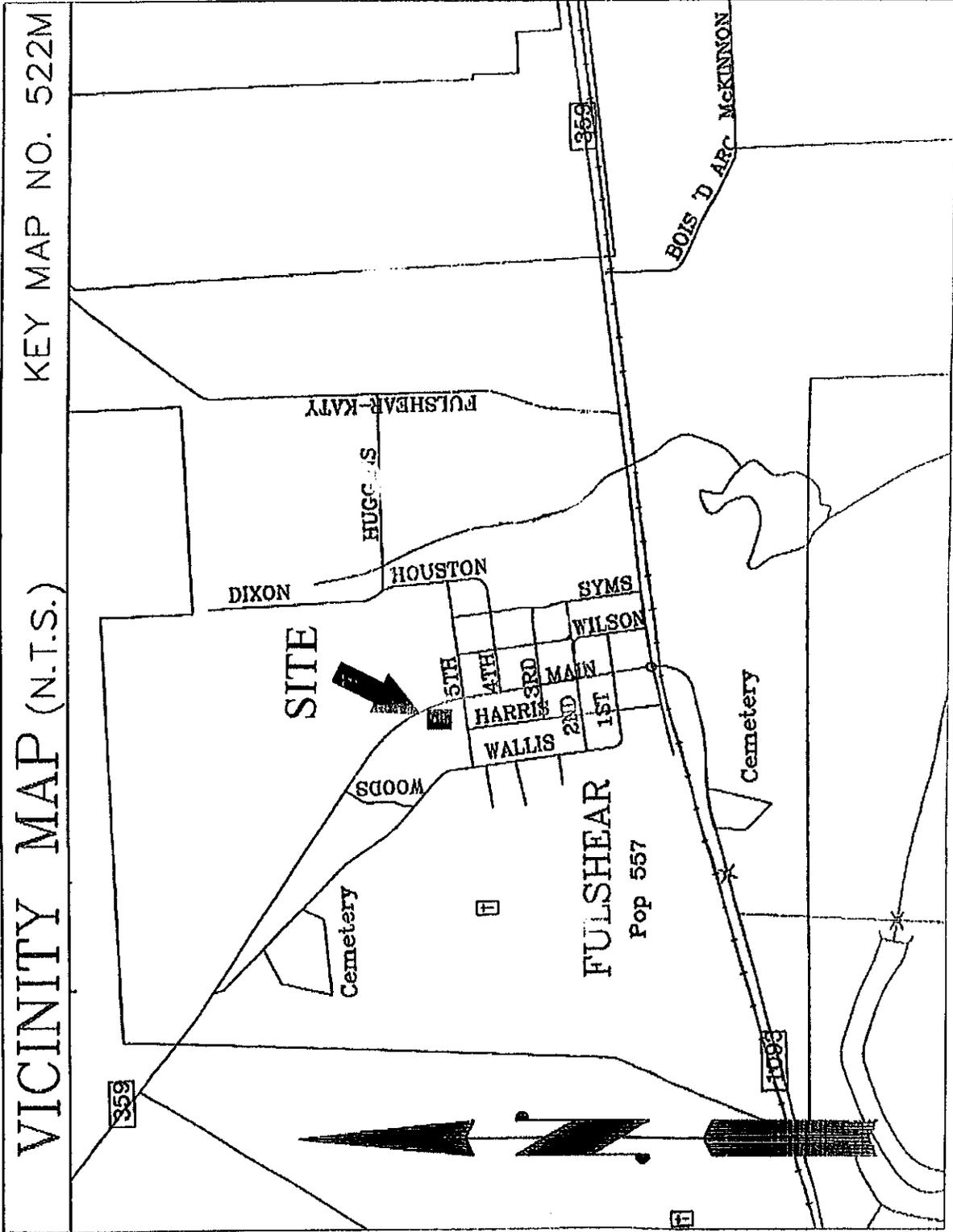
THIS AUTHORIZATION WILL REMAIN IN FORCE UNLESS REVOKED BY WRITTEN NOTICE.

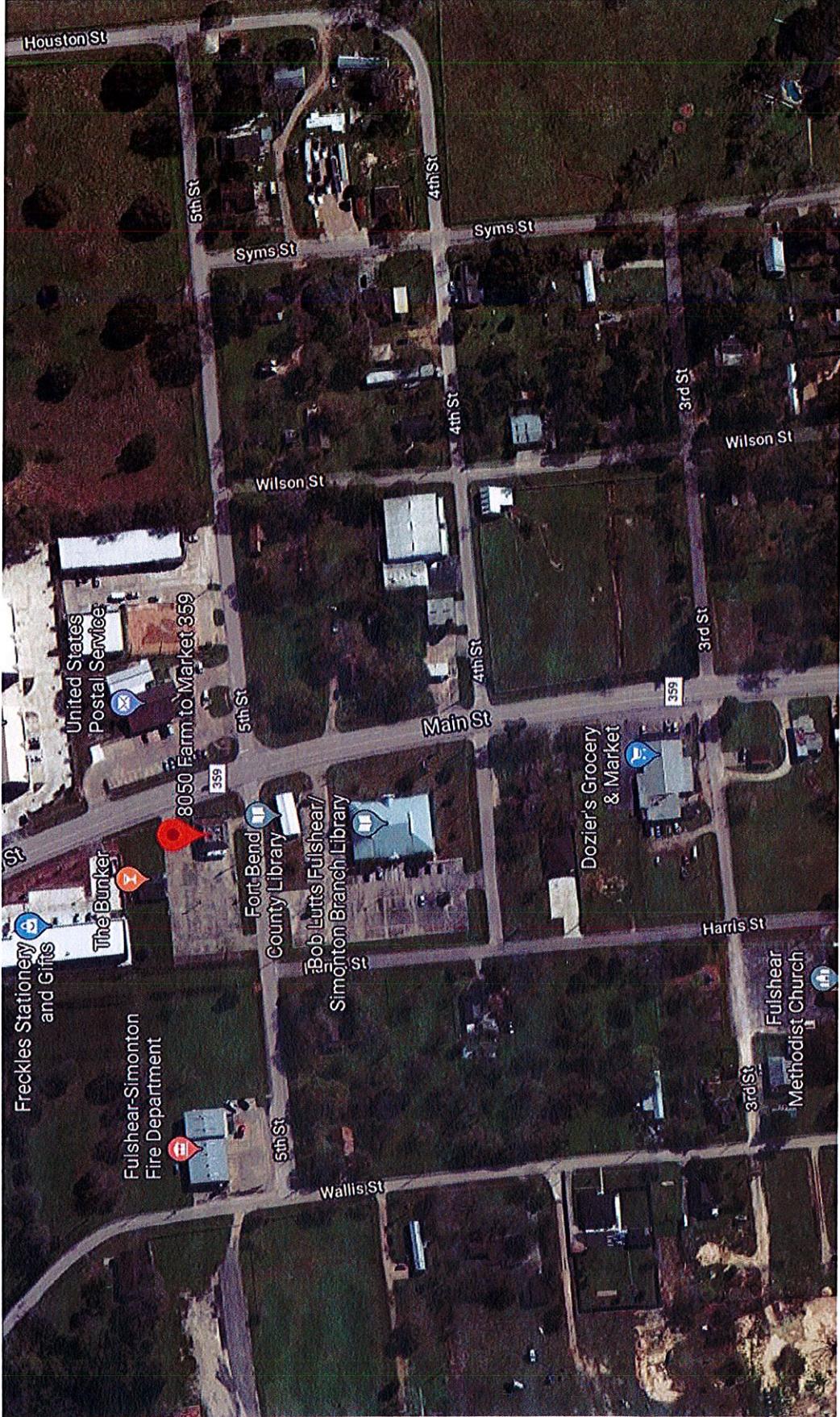
OWNER'S SIGNATURE of the above described property: Juan Lepe Chairez / Monica Chairez

OWNER'S NAME (printed) Juan Lepe Chairez / Monica Chairez

ADDRESS: 714 Center St. Deer Park, TX 77536

TELEPHONE: 281-650-3295 EMAIL: pateon-ww@yahoo.com





Context Map

CF NO. 1616866-HKHF INDEPENDENCE TITLE
 ADDRESS: FULSHEAR STREET
 TOWNSHIP 10S RANGE 14E
 BORROWER: JUNION PROPERTIES, LLC

**0.6372 ACRE
 BEING A PORTION OF
 BLOCK 26
 TOWN OF FULSHEAR**

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 IN VOLUME U, PAGE 180 OF THE DEED RECORDS
 OF FORT BEND COUNTY, TEXAS
 (SEE ATTACHED METES AND BOUNDS DESCRIPTION)

Special Use Permit
 8050 FM 359 S
 Item 5
 Page 1 of 2

NOTE: ADDRESS-BUSINESS CURRENT PER 2000, NO. 2001749925.

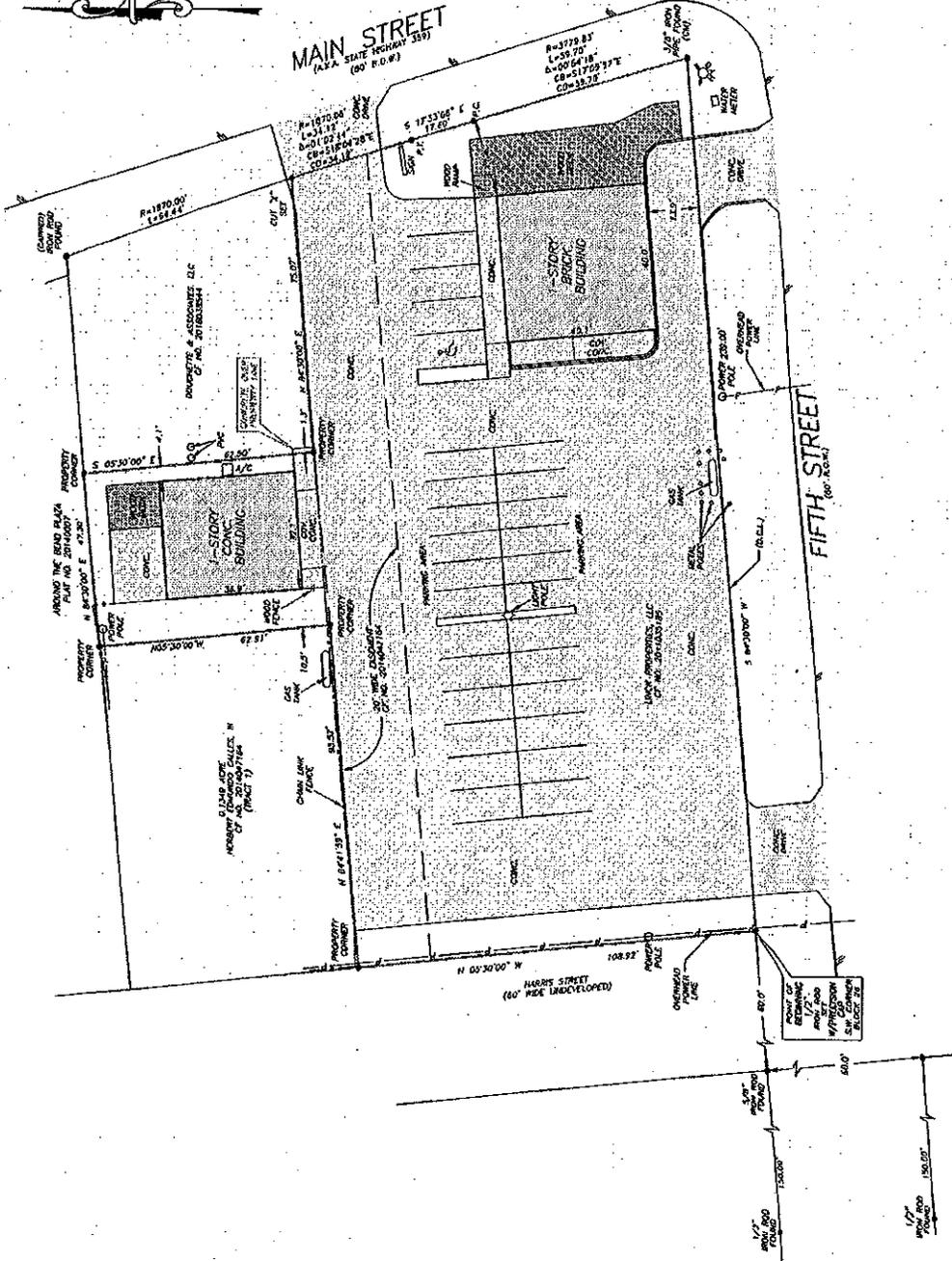


THIS PROPERTY DOES NOT LIE WITHIN THE
 PARK LANE, ARTS & CRAFTS DISTRICT
 ZONING ORDINANCE, ADOPTED BY THE
 BOARD OF CITY COMMISSIONERS, CITY OF
 HOUSTON, TEXAS, ON 05/07/2014.
 THIS PROPERTY IS NOT SUBJECT TO ANY
 SPECIAL USE PERMITTING REQUIREMENTS
 DETERMINED BY THE CITY OF HOUSTON
 AND IS SUBJECT TO THE ZONING OF THIS SURVEY.

D.C.L. = DIRECTIONAL CONTROL LINE
 RECORD BOOKING: C NO. 2011031818 F.B.C.D.E.
 THIS SURVEY WAS MADE IN THE
 COUNTY OF FORT BEND, TEXAS, AND THE
 REPRESENTS THE ACTS FORWARD AT THE
 PRESENTED TO THE PUBLIC RECORDS OF THE
 COUNTY OF FORT BEND, TEXAS, FOR THE
 RECORD. FOR THIS PURPOSE, THE SURVEY IS
 CONSIDERED TO BE A FINAL SURVEY AND
 ALL INSTRUMENTS PREVIOUS TO THE ABOVE AND
 UPON IN PREPARATION OF THIS SURVEY.
 SURVEY NO. 14-0488
 DATE: 02/14/2016



SCALE: 1" = 50'



PRECISION
 Surveyors



Independence
 Title Company
 PATTY POTTER
 781-571-0072



STATE OF TEXAS §
 §
 §
 §
 §
COUNTY OF FORT BEND §

Special Use Permit
8050 FM 359 S
Item 5
Page 2 of 2

Metes & Bounds Description

A tract of land containing 0.6372 Acre being a portion of Block 26, Town of Fulshear, according to the map or plat thereof recorded in Volume U, Page 180 of the Fort Bend County Deed Records, being the same tract recorded in the name of Linck Properties, LLC. under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2011035185 of the Official Public Records of Fort Bend County Texas, (O.P.R.F.B.C.T.) and being more particularly described by metes and bounds as follows: (bearings based on said F.B.C.C.F. No. 2011035185 of the O.P.R.F.B.C.T.)

BEGINNING at a 1/2 Inch iron rod with a "Precision Surveyors" cap set at the intersection of the north right-of-way line of Fifth Street (60 Feet wide) and the east right-of-way line of Harris Street (60 Feet wide, underdeveloped) being the southwest corner of said Block 26 and being the southwest corner of this tract;

THENCE, NORTH 05° 30' 00" WEST, with said east right-of-way line of Harris Street, a distance of 108.92 Feet to a point at the most southerly northwest corner of this tract;

THENCE, with the lines of a tract recorded in the name of Herbert Edmundo Calles, III under F.B.C.C.F. No. 2014047164 of the O.P.R.F.B.C.T., the following two (2) courses:

1. NORTH 84° 41' 59" EAST, a distance of 93.52 Feet to a point at an interior corner of this tract;
2. NORTH 05° 30' 00" WEST, a distance of 62.91 Feet to a point at the most northerly northwest corner of this tract;

THENCE, NORTH 84° 30' 00" EAST, with the south line of Around The Bend Plaza as recorded under Plat No. 20140007 of the Fort Bend County Plat Records, a distance of 47.30 Feet to a point at the most northerly northeast corner of this tract;

THENCE, with the lines of a tract recorded in the name of Douchette & Associates, LLC. under F.B.C.C.F. No. 2016038544 of the O.P.R.F.B.C.T., the following two (2) courses:

1. SOUTH 05° 30' 00" EAST, a distance of 62.50 Feet to a point at an interior corner of this tract;
2. NORTH 84° 30' 00" EAST, a distance of 75.07 Feet to a cut "X" set on the west right-of-way line of Main Street (A.K.A. State Highway 359) at the most southerly northeast corner of this tract;

THENCE, with said west right-of-way line of Main Street, the following three (3) courses:

1. in a southeasterly direction with the arc of a curve to the right, having a radius of 1,870.08 Feet, and arc length of 34.12 Feet, a central angle of 01° 02' 44" and a chord bearing of SOUTH 18° 04' 28" EAST, and a chord distance of 34.12 Feet to a point at a corner of this tract;
2. SOUTH 17° 33' 06" EAST, a distance of 17.60 Feet to a a corner of this tract;
3. in a southeasterly direction with the arc of a curve to the right, having a radius of 3,779.83 Feet, and arc length of 59.70 Feet, a central angle of 00° 54' 18" and a chord bearing of SOUTH 17° 05' 57" EAST, and a chord distance of 59.70 Feet to a 3/8 Inch iron rod found at its intersection with the aforementioned north right-of-way line of Fifth Street being the southeast corner of this tract;

THENCE, SOUTH 84° 30' 00" WEST, a distance of 239.00 Feet to the POINT OF BEGINNING and containing 0.6372 Acre of land.

(See attached drawing)



Terrance P. Mish
Registered Professional Land Surveyor
No. 4981
Job No. 16-04828
June 03, 2016



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

Special Use Permit
8050 FM 359 S
Item 6
Page 1 of 1

Special Use Permit Request

Property Address: 8050 FM 359
Fulshear, TX

Re: Special Use Permit Request/ Conformance with the Comprehensive Plan:

Property Address: 8050 FM 359
Fulshear, TX

The owner of the property located at 8050 FM 359, along with their designated local representative Manuel Atenco, are requesting a Special Use Permit for the property indicated. The property is within the Downtown District and was previously occupied for a restaurant. They are requesting to use the property for commercial use, specifically for a restaurant/bar use.

As it concerns the requested use of this property in the Downtown District, the City of Fulshear Comprehensive Plan addresses this possibility. We find that the section cited below provides specific relevance to this request:

City of Fulshear Comprehensive Plan Page 5.3

As indicated by the many design-related comments from Fulshear residents captured in the Introduction section to this plan, the strong desire for high-quality non-residential development that is compatible with Fulshear's traditional character, and that brings additional niche retail and unique restaurants rather than typical chain establishments.

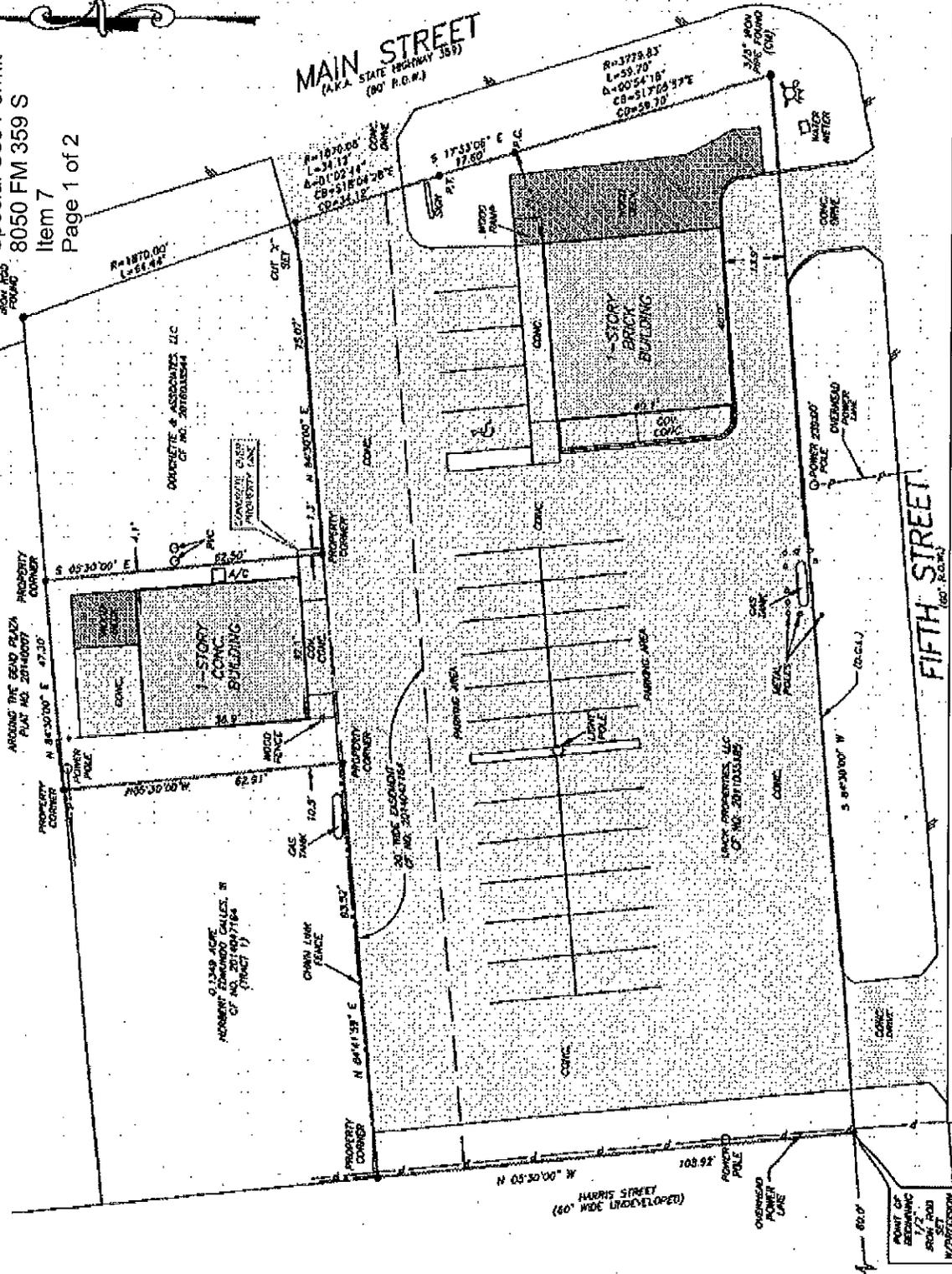
Based on a review of the documentation and of the Comprehensive Plan, City Staff has reason to believe that the property will allow for the eating and drinking establishment use as requested by the applicant and will not increase the danger of fire; will not adversely affect the public health, safety and well-being; nor will it substantially diminish or impair the property values within the neighborhood. Thus, we find that the request for the property located at 8050 FM 359 is in line with the Comprehensive Plan.

Sincerely,

Sharon Valiante, Public Works Director
Brant Gary, Executive Director of Planning & Development
City of Fulshear

SCALE: 1" = 30'

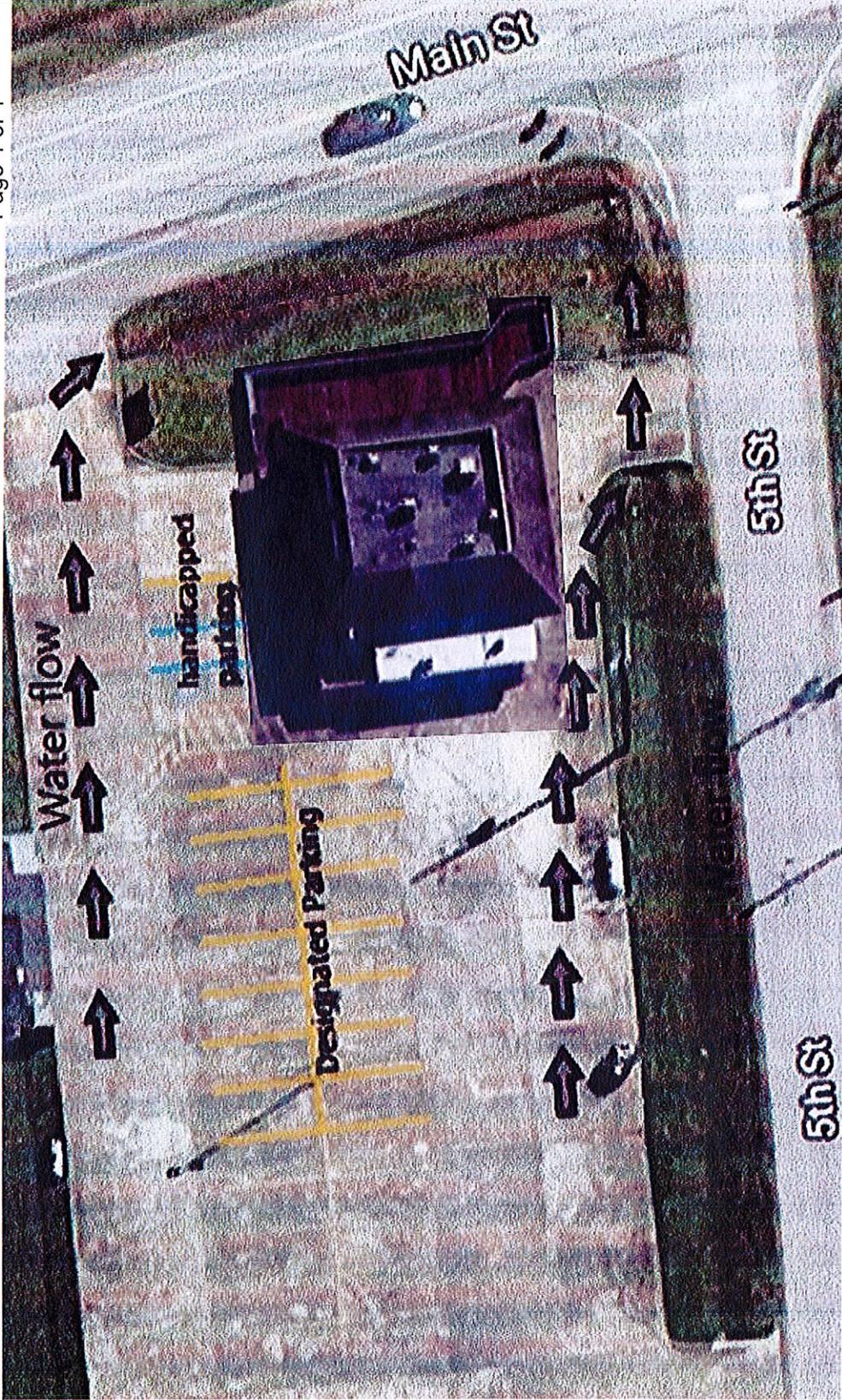
Special Use Permit
8050 FM 359 S
Item 7
Page 1 of 2



Site Plan: Current building layout is not anticipated to change. Proposed parking spaces are identified.



Landscape Plan: No changes are currently planned to the existing landscaping. Any future changes will comply with any applicable City ordinances.



Grading and Drainage Plan: The current drainage patterns are shown above. No modifications are planned that would affect the drainage patterns.



Lighting Plan: Existing lighting around the building will be maintained. No changes are currently planned. Any future lighting modifications will comply with any applicable City ordinances.



Elevations: Existing elevations are shown above. No major changes to the current elevations are planned. Any future modifications will comply with any applicable City ordinances.

January 17, 2018

Special Use Permit
8050 FM 359 S
Item 12
Page 1 of 1

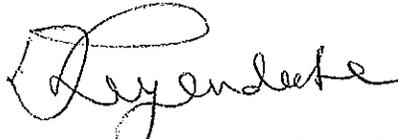
Sharon Valiante, Public Works Director
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: Proposed Restaurant
8050 F.M. 359, Suite 100
Fulshear, Texas

Dear Sharon:

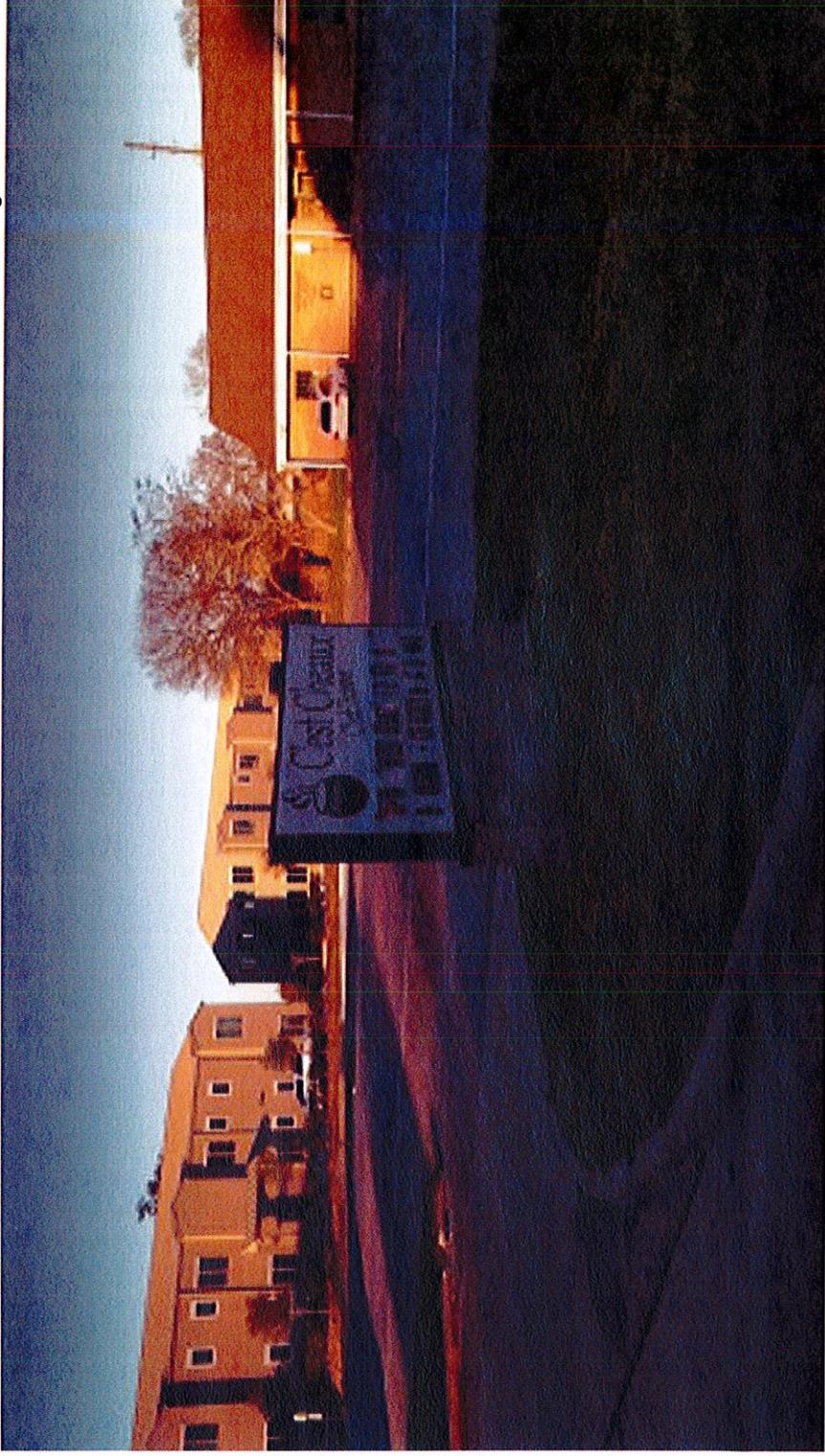
I have reviewed the location of the proposed restaurant at 8050 F.M. 359 and do not see a Traffic Impact Analysis being needed. The restaurant is extremely small and the trips generated will also be small. I do recommend that the parking lot be striped for parking spaces.

Very truly yours,



David Leyendecker, P.E., R.P.L.S.
Engineer for the City of Fulshear

DL/pe



Signage Plan: Existing sign structure will be utilized. No other changes are currently planned. All signage modifications will comply with any applicable City ordinances.



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

Special Use Permit
8050 FM 359 S
Item 14
Page 1 of 3

Notice of Special Use Request

1/11/2018

TO WHOM IT MAY CONCERN;

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City will hold two Public Hearings; the first Public Hearing will be held by the Planning and Zoning Commission on January 19, 2018 at 8:30 a.m., the hearing will be held at city hall located at 30603 FM 1093. The second hearing will be held by the City Council on February 6, 2018 at 6:30 p.m. the hearing will be held at the Irene Stern Center located at 6920 Katy Fulshear Road. Both hearing will allow all interested persons will be given an opportunity to be heard.

The location of the premises in question is in the Downtown District, Block 26 (PT) of the Town of Fulshear, specifically the address is 8050 FM 359 South, Fulshear, Texas 77441.

The applicant is seeking a Special Use Request pursuant to the Zoning Ordinance to permit the use of a structure to be Commercial Use for Restaurant.

Specific relief is requested from Section 1-193 (c) (2) (e) which states that the use of eating and drinking places; within the Downtown District is permitted if they are approved in the process outlined in section 1-283.

The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board/Council.

A copy of said application and documents is on file at the City of Fulshear City Hall located at 30603 FM 1093 Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. in the City Secretary's office for all interested parties prior to said hearing.

If you have any questions regarding this request please call the City Secretary's office at 281-346-1796.

Sincerely,

Michelle Killebrew
Building Official

PRIDE OF AUSTIN HIGH YIELD FUND I LLC
3600 N CAPITAL OF TEXAS HWY, SUITE B120
AUSTIN, TX 78746

Special Use Permit
8050 FM 359 S
Item 14
Page 2 of 3

LARRY W RAPE
1010 WALNUT CREEK DR
FAIRFIELD, TX 75840

FORT BEND COUNTY
MAIL CENTER 301 JACKSON ST #101
RICHMOND, TX 77469

JOHNNY D LOFTON etal
C/O MARJOR MAYO
12085 SVOBODA RD
WALLIS, TX 77485

JUMON PROPERTIES LLC
2123 WINGED FOOT DR
MISSOURI CITY, TX 77459

JUMON PROPERTIES LLC
714 CENTER ST
DEER PARK, TX 77536

DIOGU KALU DIOGU II LLM
4726 GAINSBOROUGH DR
BROOKSHIRE, TX 77423

MICHAEL MARTINI
PO BOX 909
FULSHEAR, TX 77441

FT BEND CTY EMERGENCY SERVICES DISTRICT #4
PO BOX 494
FULSHEAR, TX 77441

PUBLIC HEARING – SPECIAL USE REQUEST

In compliance with the City of Fulshear Zoning Ordinance Number 2010-1028, the City will hold two Public Hearings; the first Public Hearing will be held by **the Planning and Zoning Commission on January 19, 2018 at 8:30 a.m.**, the hearing will be held at city hall located at 30603 FM 1093. The hearing will allow all interested persons an opportunity to be heard.

The location of the premises in question is in the Downtown District, Block 26 (PT) of the Town of Fulshear, specifically the address is 8050 FM 359 South, Fulshear, Texas 77441.

The applicant is seeking a Special Use Request pursuant to the Zoning Ordinance to permit the use of a structure to be Commercial Use for Restaurant/Bar.

Specific relief is requested from Section 1-193 (c) (2) (e) which states that the use of eating and drinking places; within the Downtown District is permitted if they are approved in the process outlined in section 1-283.

The applicant reserves the right to supplement this application and/or seek at the time of the hearing, such other approvals, interpretations, and/or waivers as may be requested or required by the applicant or the Board/Council.

A copy of said application and documents is on file at the City of Fulshear City Hall located at 30603 FM 1093 Fulshear, Texas 77441 on Monday through Thursdays from 8:00 a.m. to 5 p.m. and Fridays from 8:00 a.m. to 3 p.m. in the City Secretary's office for all interested parties prior to said hearing.

If you have any questions regarding this request please call the City Secretary's office at 281-346-1796.

**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF:	February 6, 2018	AGENDA ITEM:	D
DATE SUBMITTED:	January 31, 2018	DEPARTMENT:	Planning & Development
PREPARED BY:	Sharon Valiante, Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
	Brant Gary, Executive Director of Planning & Development		Brant Gary, Executive Director of Planning & Development
SUBJECT:	Consideration and possible action to approve Ordinance 2018-1268 authorizing the creation of the Wallis St. PUD (Planned Unit Development) for properties owned by the Texana Center, Thrive Church, and Fulshear Cemetery		
ATTACHMENTS:	PUD Application & Packet Guidelines Submitted PUD Application & Plan Documents Ordinance 2018-1268 Approving Creation of the Wallis St. PUD		

EXECUTIVE SUMMARY

A request has been made from Texana Center, Thrive Church and the City of Fulshear (for property commonly known as the Fulshear Cemetery for the creation of the Proposed Wallis Street PUD (Planned Unit Development). The land is composed of three parcels located on the west side of Wallis Street south of its intersection with FM 359.

Proposed land uses at this time include:

1. Texana Center - a new regional center, to include:
 - a. Administrative and office space.
 - b. Facilities to support autism programs and services.
 - c. "Center for Learning" education facility
 - d. Retail and café facility for jobs skill training.
 - e. Outdoor recreation areas to support above.
 - f. Parking and site landscape development.

2. Thrive Church - a new church campus, to include:
 - a. Worship Center, Education, Youth, Children and Fellowship areas with ancillary support facilities.
 - b. Outdoor recreation facilities.
 - c. Parking and site landscape development.
 - d. Child care/day care services

3. Fulshear Cemetery - continued use for a cemetery and accessory uses.

They have provided documents as required by the City's Zoning Ordinance (2012- 1069). A summary of the required information as submitted and reviewed by the Planning and Zoning Commission is included in the attachments "PUD Application & Packet Guidelines" document.

Also, a draft ordinance with exhibits as well as a copy of the recommendation sheet from the Planning and Zoning Commission from their meeting on January 19, 2018 is also included a summary of the Planning and Zoning Commission's recommendations are as follows:

- 1.) All improvements with variances relating to architectural/design standards be brought into full compliance within 5 years of issuance of the Certificate of Occupancy.
- 2.) All improvements with variances relating to parking lot materials be brought into full compliance within 10 years of issuance of the associated building's Certificate of Occupancy.
- 3.) For side and rear parking lots, crushed granite was added as an acceptable material subject to the requested variance.

The proposed ordinance includes exhibits that incorporate these recommendations.

One of the applicants does intend to request alternate terms for some of the variances requested. However, that applicant also believes that the original term for the temporary buildings was identified to be three years instead of two years as stated in the PUD Plan and the ordinance exhibits provided to the Planning and Zoning Commission. The draft ordinance and exhibits have been modified to reflect the three-year allowance. City Council may modify that to two years, five years (as will be requested by the applicant), or choose other terms and conditions that would allow or disallow this (or any other) requested variance.

RECOMMENDATION

As required by the Zoning Ordinance, this recommendation will serve as the Final City Staff Report. City Staff has reviewed the provided documentation and has worked with the applicants on this matter. As a result, City Staff recommends the City Council approve the proposed Wallis Street PUD for land consisting of three parcels located on the west side of Wallis Street south of its intersection with FM 359.

Furthermore, City Staff is recommending that City Council consider any specific conditions or modifications desired to the ordinance exhibits concerning the terms and conditions. These items would apply to development activities within the proposed PUD. City staff has no formal recommendations relative to those specific items found in Exhibit B of the proposed ordinance other than for City Council to formally adopt any changes to the ordinance exhibits.

PUD Application & Packet Guidelines:

For the purposes of clarifying the process to obtain a Planned Unit Development (PUD) zoning designation for an area, the following structure is proposed:

Item 1: Project Cover Page – The name of proposed development & the name of the applicant are required. Other identifying information such as the date submitted, address or location of the subject property, may be included.

Item 2: Confirmation of the pre-application conference & materials submitted – As required, a pre-application conference must occur prior to any submissions being made. A record of the meeting and any submittals provided at that time should be included. The City shall provide a one-page summary of the meeting to be included in this section.

Item 3: Application for PUD/Zoning Amendment – A copy of the completed application approved by the City and proof of payment of fees shall be included in this section. Initial submission of the application to the City should also include the items required in Section 4.

Item 4: Preliminary PUD Plan – Per the requirements for a PUD designation and a zoning amendment, the following items will be included in this section:

- **Cover Page** – Similar to the Title Page, but clearly marked as the “Preliminary PUD Plan” and the date formally accepted by the City for review.
- **Ownership** – Documentation showing proof of the applicant’s ownership and/or authority to act on the behalf of an entity which owns the property involved. If an Owner’s Representative is designated, a signed document from the Owner must be submitted authorizing the Representative to act on his/her behalf. This should include all relevant contact information for the Owner and Owner’s Representative (if applicable).
- **Legal description of the site/map** – This can be a survey with metes & bounds and/or a plat with the necessary legal description.
- **Site conditions (existing)** – This section is designed to give an overview of the existing site conditions prior to the beginning of the project.
 1. Title of planned development and name of developer (on each page);
 2. Scale, date, north arrow, and general location map showing relationship of the site to external facilities such as highways;
 3. Boundary of the subject property;
 4. All existing streets, buildings, watercourses, easements, section lines, and other important features within the proposed project. The location and size, as appropriate, of all existing drainage, water, sewer, and other utility provisions, and information about existing vegetative cover.

- **Concept plan** – This section is designed to provide the overall plan for development in a visual/descriptive manner.
 1. Sketch/Site plan for pedestrian and vehicular circulation showing the general locations and rights-of-way widths and the general design capacity of the system as well as access points to the major thoroughfare system;
 2. A general site plan and necessary verbiage for the use of lands within the PUD. Such plans shall indicate the location, function and extent of all components or units of the plan, including low-, medium-, and high-density residential areas (indicating the proposed density for each category), open space provisions, community-serving recreation or leisure facilities, and areas for public or quasi-public institutional uses such as schools, places of worship and libraries. This can also include other documents and graphical layouts that will convey the proposed look and feel of the development such as building elevations and proposed design criteria;
 3. A statement indicating that proposed arrangements are made with the appropriate agencies for the provision of needed utilities to and within the planned development. This can include expected utility requirements and any special conditions related to utilities.

- **Development Overview Report** – This is a technical summary of items that will be addressed as a part of the proposed development. Any necessary reference items are encouraged to be included to provide the information required.
 1. Total acreage involved in the project;
 2. The number of acres devoted to the various categories of land shown on the site development plan, along with the percentage of total acreage represented by each category of use and component of development, plus an itemized list of uses proposed for each of the components which shall be the range of uses permitted for that section of the planned development;
 3. The number and type of dwelling units involved for the overall site and for its components;
 4. A description of the projected service areas for nonresidential uses (e.g., neighborhood, community or regional);
 5. A statement or map indicating which streets and roads (and pedestrian ways as appropriate) are proposed for public ownership and maintenance and whether approval will be sought for private roads, if any, within the development;
 6. A statement or map on drainage which generally shows existing drainage conditions, wetlands, areas of frequent flooding, points of discharge from the project, and anticipated quantity of water generated from the development;
 7. A statement which shall indicate the proposed method of governing the use, maintenance and continued protection of open space and community-serving facilities.

8. A summary statement of any specific proposed development approaches that are not in compliance with existing applicable ordinances and/or other development requirements. This can include (but is not limited to) items contained in the City's Zoning Ordinance, Subdivision Ordinance, Sign Ordinance, Architectural Standards, Platting Requirements, Permitting Requirements, etc. Any items not specifically requested will be subject to all applicable ordinances and other development requirements currently in place.

- **Development Schedule** – This schedule should provide a plan for all aspects of the development that are anticipated to take place after plan approval. This should include the construction timing of any infrastructure and utilities, structures, amenities, etc. as well as any other important project milestones.

Item 5: Summary of Preliminary PUD Plan Review Findings & Proposed Changes– Included in this section will be a report of the review and recommendations from the City. In addition, a response letter from the applicant to the City should be included that details the agreed upon changes and any items not conforming with the City staff review and recommendations. If desired by the applicant, an initial review from the Planning and Zoning Commission may also be requested. If so, a record of that review should also be included. All items should include names and titles of individuals involved along with corresponding dates of relevant actions and submittals.

Item 6: Final PUD Plan – This section shall include the final proposed PUD plan that includes all necessary items from the Preliminary PUD Plan deemed final as well as those items that have been modified to include any review comments and recommendations noted in Section 5. Any references to a "Preliminary PUD Plan" should be changed to "Final PUD Plan" in the document. The format should follow the same outline as the Preliminary PUD Plan with an added appendix to cover items included above and beyond the PUD Plan required sections.

After Plan Submittal – After the Final Plan has been submitted to the City, the following steps will occur:

1. A Final City Staff Report will be generated and provided to the applicant prior to the Public Hearing scheduled for the Planning and Zoning Commission. The report will comment on the Final PUD Plan and make a formal recommendation to approve or disapprove as well as any recommended conditions that may be placed on the final approval. This Final Report will be included in the items for review provided to both the Planning and Zoning Commission and the City Council
2. The Planning and Zoning Commission will hold a public hearing and make a formal recommendation to the City Council to approve or disapprove the requested PUD zoning amendment.
3. The City Council shall then hold a public hearing and formally consider final approval or disapproval of the requested PUD Zoning Amendment

Additional Notes – All public meetings and public hearings shall abide by the applicable laws and ordinances. In addition, both the Planning & Zoning Commission and the City Council will be provided with the Amendment Criteria as listed in Section 1-279- Amendments, subsection (f) as the basis for their decision-making.

Item 1:

Project Cover Page

The name of proposed development & the name of the applicant are required. Other identifying information such as the date submitted, address or location of the subject property, may be included.

**CITY OF FULSHEAR TEXAS
WALLIS STREET P.U.D. APPLICATION**

**FULSHEAR CEMETERY ASSOCIATION
TEXANA CENTER - THRIVE CHURCH**

**CITY OF FULSHEAR TEXAS
WALLIS STREET P.U.D. APPLICATION
TABLE OF CONTENTS**

ITEM	CONTENT/TITLE	PAGE(S)
ITEM 1	PROJECT COVER PAGE	1 - 3
ITEM 2	CONFIRMATION OF THE PRE-APPLICATION CONFERENCE & MATERIALS SUBMITTED	4 - 8
ITEM 3	APPLICATION FOR PUD/ZONING AMENDMENT	10 - 18
ITEM 4	PRELIMINARY PUD PLAN	19 - 20
ITEM 5	SUMMARY OF PRELIMINARY PUD PLAN REVIEW & PROPOSED CHANGES	21 - 22
ITEM 6	FINAL PUD PLAN	23 - 24
ITEM 6.1	FINAL PUD PLAN - COVER PAGE	25
ITEM 6.2	FINAL PUD PLAN - DOCUMENTATION OF OWNERSHIP	26 - 48
ITEM 6.3	FINAL PUD PLAN - LEGAL DESCRIPTION OF THE SITE/MAP	49 - 58
ITEM 6.4	FINAL PUD PLAN - SITE CONDITIONS (EXISTING)	59 - 61
ITEM 6.5	FINAL PUD PLAN - CONCEPT PLAN	62 - 73
ITEM 6.6	FINAL PUD PLAN - DEVELOPMENT OVERVIEW REPORT	74 - 75
ITEM 6.7	FINAL PUD PLAN - DEVELOPMENT SCHEDULE	76 - 77

Item 2:

Confirmation of the pre-application conference
& materials submitted

As required, a pre-application conference must occur prior to any submissions being made. A record of the meeting and any submittals provided at that time should be included. The City shall provide a one-page summary of the meeting to be included in this section.

PRE-APPLICATION CONFERENCE CONFIRMATION

Meetings of the applicant representatives and city staff were held in the Conference Room of the City of Fulshear offices located at 30603 FM1093, Fulshear, Texas on 20SEPT17 and 12OCT17 to review the P.U.D. guidelines and application process. Attached is a summary of both meetings as well as EXHIBIT A which is the attendance log from the 20SEP17 meeting.

SEPTEMBER 20, 2017

Wallis Street Meeting Notes:

IN ATTENDANCE:

- Herc Meier – FSFD – hmeier@fsfd.org
- Sharon Valiance – COF – svaliance@fulsheartexas.gov
- Brant Gary – COF – bgary@fulsheartexas.gov
- Michelle Killebrew – COF – mkillebrew@fulsheartexas.gov
- George Patterson – Texana – George.patterson@texanacenter.com
- Kate Johnson – Texana – katejohnson@texanacenter.com
- Brandi Crone – FSFD – bcrone@fbcesd4.org
- J. MacDonald Ruffeno – Mac Donald Engineering – Mac@macdonaldengineering.com
- Andrew Allemand – Windrose – Andrew.Allemand@windroseservices.com
- Kevin Krueger – Don Krueger Construction KKrueger@donkruegerconstruction.com
- Nick Spector – Thrive Church – nick.a.spector@gmail.com
- Tom Elmore – Thrive Church – Tom@thrivechurch.cc

ITEMS DISCUSSED:

Zoning – The city is initiating discussions with the property owners to create a unified PUD application for the properties benefit, to ensure the best possible zoning results, and to allow for consideration of the type of uses the property owners dsire.

- **Uses Proposed:** Church, Business, Retail, Daycare, Medical, Cemetery, and possible mixed use with Residential

Approach – The city will work with key members of each property for the PUD process. Once the process is started, the properties can come their applications for Final Plat. Plan Review of proposed structures can begin, but will not be approved until the Zoning and the Platting of the properties are completed.

Utilities – It is the city’s position that private/public utilities need to be out of the proposed right of way to allow future expansion of the road.

- **Water & Sewer** – Utilities will need to be routed from the existing lines near 5th Street and 359. Further discussions regarding proposed utility approaches will be necessary.

Right of Way – The city finds that Wallis Rd will need to be expanded and additional right of way will be needed from each property.

Attachments Distributed – PUD Application Process, Application and Overview Requirements.

Follow-Up Meeting – Another meeting in October was anticipated to be needed.

OCTOBER 12, 2018

Attendees of the 9/20 meeting were invited back for a follow-up meeting. The following items came as a result of this meeting.

Estimated Timeline of Task Deadlines – The following items were identified and the preliminary timeline was discussed and distributed to everyone after the meeting.

- **10/16 to 10/20** – ALL – Meeting or phone conference with all parties involved to discuss utilities approach to include David L.
- **10/18** – Thrive – Send revised Plat drawing to David L.
- **10/18** – PHA/Texana – Send PDF/electronic versions of site plan, survey, etc. to David L.
- **10/18** – FD/ESD – Send any available electronic documents (survey, site plan, etc.) to David L.
- **10/18 to 10/22** – Sharon V./City Staff – Discuss potential driveway alignment with TXDOT
- **10/20** – Thrive – Final plat submittal to the City
- **10/20** – David L./City Staff – Send Letter of authorization, summary memo, preliminary map of proposed area, etc. to all parties
- **10/24** – Michelle K./City Staff – Provide cost information to all parties for the combined PUD application
- **10/26** – Thrive/ESD/Cemetery – Send signed Letters of Authorization to PHA/Texana
- **10/27** – RHA/Texana – Send Preliminary PUD Plan, completed PUD application, executed Letters of authorization, and payment of fees to the Michelle K./City
- **10/30** – Sharon V./City Staff – Provide results of TXDOT driveway alignment discussions
- **11/2** – David L. – Provide final survey/map info to everyone.
- **11/6** – Michelle K./City Staff – Provide Preliminary PUD Plan Review Comments
- **11/6 to 11/10** – ALL – Meeting or phone conference with all parties involved to discuss utilities approach to include David L.
- **11/17** – RHA/Texana – Submit Final PUD Plan to Michelle K./City
- **11/14** – Michelle K./City Staff – Submit notice requirements to paper and mail out to required adjacent property owners (need final P&Z & Council Dec. mtg dates)
- **11/14** – ALL – Applicants will need to place notice signage along the frontage of the properties being considered for the PUD (Fire Station site will need 2 on 359 and 2 on Wallis St.) and City Staff will need to verify placement
- **12/1** – ALL – Planning & Zoning Commission Meeting
- **12/19** – ALL – City Council Meeting (date is tentative)

Exhibit A, Pre-Application Conference Attendance Log

Name	Company	email
Michelle Killbren	COF	MKillbren@fulshear.texas.gov
Heidi Meier	FSFD	HMeier@FSFD.org
Shaun Valianek	Fulshear	svalianek@fulshear.com
GEORGE PATTERSON	TEXANA	george.patterson@texanacenter.com
Kate Johnson - Patagonia	Texana	katejohnson@texanacenter.com
Brandi Crone	FBESD #4 / EFD	bcrone@fbcesd4.org
J. MACDONALD RUFFENO	MACDONALD ENGINEERING LLC	MAC@MACDONALDENGINEERING.COM
ANDREW ALLEMANO	WINDPROSE	ANDREW.ALLEMANO@SERVICIOS.COM
Kevin Krueger	Don Krueger Const.	kkueger@donkruegerconstruction.com
Nick Spector	Thrive	nick.spector@gmail.com
Tom Elmore	Thrive	Tom@thrivechurch.cc

Item 3:

Application for PUD/Zoning Amendment

A copy of the completed application approved by the City and proof of payment of fees shall be included in this section.

PUD/ZONING AMENDMENT APPLICATION

The Owner's of three contiguous properties located on the west side of Wallis Street south of its intersection with FM 359 are making joint application for this PUD/ZONING AMENDMENT. The entities are

- A. **City of Fulshear** for the Property Known as the Fulshear Historic Cemetery on Wallis Street.

Property ownership is listed as:
Fulshear Cemetery Association
4522 Ivanhoe Street
Houston, Texas 77027

- B. **Texana Center**

4910 Airport Avenue
Rosenberg, Texas 77471
PUD Case Representative:
Richard Hollington
Ray+Hollington Architects, Inc.
3315 Marquart Street #205
Houston, Texas 77027
phone:713.299.6633
email: rhollington@rharchitects.com

- C. **Thrive Church**

29358 McKinnon Road
Fulshear, Texas 77441
PUD Case Representative:
Kevin Krueger
Don Krueger Construction Company
205 Profit Street
Victoria, Texas 77901
phone: 361.573.5291
email: kkrueger@donkruegerconstruction.com

Combined the properties total 30.22 acres, described as follows:

- A. Fulshear Cemetery – 9.78 acres tract of land including six plus acres of the Mexican Land Grant acquired in 1824 the “Old 300” colonist Churchill Fulshear, Sr. and donated to the Methodist Episcopal Church in 1851.
- B. Texana Center – 14.44 acres tract of land in the Churchill Fulshear League, Abstract No. 29, City of Fulshear, Fort Bend County, Texas, being that certain called 14.456 acres tract recorded under County Clerk’s File Number 2005099822, Official Public Records, Fort Bend County, Texas; Fort Bend County, Texas.
- C. Thrive Church – A 6.00 acres tract of land being out of a called 44.512 acres tract of land conveyed to Grandes Ricos, L.L.C., as recorded under Fort Bend County clerk’s file Number 2015091411, situated in the Churchill Fulshear League, Abstract no.29, Fort Bend County, Texas.

Certified metes and bounds are attached as exhibits to the accompanying PRELIMINARY P.U.D PLAN.

The Fulshear Cemetery Association Property is currently in use as a cemetery and will remain so. Both the Texana Center and Thrive Church properties are currently undeveloped. The properties are to be developed to provide community services as detailed in the accompanying PRELIMINARY P.U.D PLAN.

Signature of Owner/Agent



Date: 27 December 2017

Printed name: Richard P. Hollington II

phone: 713.299.6633 email: rhollington@rharchitects.com

City of Fulshear PUD Fee Schedule - \$2,500 for the application plus \$25 per acre of land

The fees due have been divided among the three properties according to the acreage of each section as follows:

- Fulshear Cemetery – 6.176 (Revised to 9.78)
- Texana Center – 14.44
- Thrive Church – 6 acres

The fees were divided by percentage between the 3 entities with the City of Fulshear absorbing the fees for the Fulshear Cemetery.

- Texana Center – 54% of \$2500.00 plus \$25 per acre = \$1,700.00
 - PAID IN FULL – 1/8/18
- Thrive Church - 23% of \$2,500.00 plus \$25.00 per acre = \$725.00
 - PAID IN FULL – 1/8/18



PLANNED UNIT DEVELOPMENT APPLICATION

(Must be a complete application for acceptance)

PROPERTY OWNER: Fulshear Cemetery Association (CITY INITIATED ZONING CHANGE)

Mailing Address 4522 Ivanhoe Street City Houston State TX Zip 77027

Telephone (713) 850-7892 Email unknown; Billie Wendt contact

APPLICANT / AGENT: City of Fulshear City Administrator/Asst CM; Paula Ryan

Mailing Address P O Box 279 City Fulshear State TX Zip 77441

Telephone (281) 346-1796 Cell () Email pryan@fulsheartexas.gov

OTHER CONTACT Name Brant Gary; Exec. Dir. of Plan&Dey Phone 281-346-1796

PURPOSE OF PROPOSAL:

Zoning Use: Current: None Proposed: included in Wallis Street PUD

Land Use: Current: Cemetery Proposed: Cemetery

The zoning ordinance is adopted for the purposes of promoting public health, safety and general welfare; intended to implement the city's comp plan; guide the future growth and development; to preserve and protect the value of the land and its natural environment, and to balance the protection of community resources and property rights.

Location address or Legal lot and block range: 9.78 acres along Wallis Street;

Describe proposed **new** use and purpose for PUD:

Fulshear Cemetery – 9.78 acres. 2. Texana Center – 14.44 acres. Proposed land uses include: Programs for teens with autism, a new transformational center for learning for adults with autism and/or intellectual disabilities, , retail training center, and cafe to be used as a job skills training site, admin facilities, outdoor playgrounds and recreation areas; Thrive: 6.00 acres for worship related support facilities, admin facilities, outdoor playground and recreation facilities, children/mother's day out facility, bookstore/retail; Cemetery - continued use

PROPERTY DESCRIPTION

Total net land area 30.22 acres (acres /or square feet)

Certified Legal Description:

NOT PLATTED: A Registered Texas Surveyor's **certified metes and bounds** legal description is required with **case exhibit drawings** of the entire area to be rezoned. The boundary description shall be furnished on 8 1/2" x 11" paper, bearing the surveyor's name, seal and date. If the area to be rezoned is entirely encompassed by a recorded deed, a copy of the deed description is acceptable. An **Electronic copy of survey** may be provided by CD, email or other method within 2 days of application. Send to mkillbrew@fulsheartexas.gov.

PLATTED: If it is within a recorded subdivision, provide a **copy of the plat** with the subdivision name and recording information. Any partial or non-surveyed parcel or tract, extracted from a recorded deed, will require a certified legal description as noted above.

Subdivision Name: _____

Block _____ Lot(s) _____; Block _____ Lot(s) _____; Block _____ Lots(s) _____



PLANNED UNIT DEVELOPMENT APPLICATION

(Must be a complete application for acceptance)

PROPERTY OWNER: Texana Center
Mailing Address 4910 Airport Avenue, Building D City Rosenberg State TX Zip 77471
Telephone (281) 239-1350 Email amanda.darr@texanacenter.com

APPLICANT / AGENT: Amanda Darr, Texana Center Chief Financial Officer
Mailing Address 4910 Airport Avenue, Building D City Rosenberg State TX Zip 77471
Telephone () 281-239-1350 Cell () 832-567-1853 Email amanda.darr@texanacenter.com

OTHER CONTACT Name Rick Hollington Phone 713-299-6633

PURPOSE OF PROPOSAL:

Zoning Use: Current: None Proposed: included in Wallis Street PUD
Land Use: Current: None Proposed: described in Wallis Street PUD

Location address or Legal lot and block range: 14.44 acres along Wallis Street

Describe proposed new use and purpose for PUD:

- 1. Texana Center - 14.44 acres. Proposed land use include program for teens with autism, a new transformation center for learning for adults with autism and/or intellectual disabilities, retail training center with cafe to be used as a job skills training site, admin facilities, outdoor playgrounds and recreation areas;
- 2. Fulshear Cemetery - 9.78 acres with continued use as a Cemetery; 3. Thrive - 6 acres for worship related support facilities, admin facilities, outdoor playground and recreation facilities, children/mother's day out facility, bookstore/retail.

PROPERTY DESCRIPTION

Total net land area 30.22 acres (acres /or square feet)

Certified Legal Description:

NOT PLATTED: A Registered Texas Surveyor's **certified metes and bounds** legal description is required with **case exhibit drawings** of the entire area to be rezoned. The boundary description shall be furnished on 8 1/2" x 11" paper, bearing the surveyor's name, seal and date. If the area to be rezoned is entirely encompassed by a recorded deed, a copy of the deed description is acceptable. An **Electronic copy of survey** may be provided by CD, email or other method within 2 days of application. Send to mkillbrew@fulsheartexas.gov.

PLATTED: If it is within a recorded subdivision, provide a **copy of the plat** with the subdivision name and recording information. Any partial or non-surveyed parcel or tract, extracted from a recorded deed, will require a certified legal description as noted above.

Subdivision Name: _____
Block _____ Lot(s) _____; Block _____ Lot(s) _____; Block _____ Lots(s) _____

Posting Requirements:

Notice of required Public Hearings shall be provided by the **applicant** by way of a sign posted on the land that is the subject of the application. One sign shall be posted for each 200 feet of frontage along a public street, with a maximum of 2 signs required per frontage. Signs shall be located so that the lettering is visible from the street. Where the land does not have frontage on a public street, signs shall be posted on the nearest public street with an attached notation indicating the location of the land subject to the application. The sign shall state "The property has requested a Planned Use Development, for information regarding this request contact the City of Fulshear at 30603 FM 1093 Fulshear, Texas 77441, 281-346-1796. Two Public Hearings will be held for this request."

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my request.

*I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the third Tuesday of the month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard **by the City Council** at the prescribed Council hearing date where a final decision will be made.*

I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.

*I reserve the right to **withdraw** this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed PUD zoning / land use of property, within the City of Fulshear, as identified in this application.*

Signature of Owner/ Agent*  Date 1/5/18

(circle one) Amanda Darr Printed name Phone No. 281-239-1350

*Note: An Agent must furnish a signed Letter of Authorization from the owner when submitting this application.



PLANNED UNIT DEVELOPMENT APPLICATION

(Must be a complete application for acceptance)

PROPERTY OWNER: THRIVE CHURCH

Mailing Address 27326 Royal Canyon City Katy State TX Zip 77494

Telephone (832) 688 4805 Email tom@thrivechurch.cc

APPLICANT / AGENT: Kevin R. Krueger - Don Krueger Construction Co.

Mailing Address P.O. Box 3613 City Victoria State TX Zip 77903

Telephone (361) 673-5291 Cell (361) 648-3161 Email kkueger@donkruegerconstruction.com

OTHER CONTACT Name Nick Spector Phone (832) 731-4684

PURPOSE OF PROPOSAL:

Zoning Use: Current: R-1 Proposed: Pending PUD

Land Use: Current: UNDEVELOPED Proposed: RELIGIOUS / MIXED USE

Location address or Legal lot and block range: CHURCHILL FULSHEAR LEAGUE ABSTRACT 29

(See attached survey)
7510 WALLIS STREET, FULSHEAR, TEXAS 77441

Describe proposed new use and purpose for PUD:

Religious WORSHIP, RELIGIOUS EDUCATION AND SUPPORT FACILITIES

PURPOSE OF PUD IS TO CHANGE ZONING USE AND BUILDING REQUIREMENTS

WITHIN THE PUD.

PROPERTY DESCRIPTION

Total net land area 6.0 Acres (acres /or square feet)

Certified Legal Description:

NOT PLATTED: A Registered Texas Surveyor's certified metes and bounds legal description is required with case exhibit drawings of the entire area to be rezoned. The boundary description shall be furnished on 8 1/2" x 11" paper, bearing the surveyor's name, seal and date. If the area to be rezoned is entirely encompassed by a recorded deed, a copy of the deed description is acceptable. An Electronic copy of survey may be provided by CD, email or other method within 2 days of application. Send to mkillbrew@fulsheartexas.gov.

PLATTED: If it is within a recorded subdivision, provide a copy of the plat with the subdivision name and recording information. Any partial or non-surveyed parcel or tract, extracted from a recorded deed, will require a certified legal description as noted above.

Subdivision Name: _____

Block _____ Lot(s) _____; Block _____ Lot(s) _____; Block _____ Lots(s) _____

RECEIVED
REGISTRATION & PERMIT DEPT

JAN 08 2018

CITY OF FULSHEAR
FULSHEAR, TX 77441

Posting Requirements:

Notice of required Public Hearings shall be provided by the applicant by way of a sign posted on the land that is the subject of the application. One sign shall be posted for each 200 feet of frontage along a public street, with a maximum of 2 signs required per frontage. Signs shall be located so that the lettering is visible from the street. Where the land does not have frontage on a public street, signs shall be posted on the nearest public street with an attached notation indicating the location of the land subject to the application. The sign shall state "The property has requested a Planned Use Development, for information regarding this request contact the City of Fulshear at 30603 FM 1093 Fulshear, Texas 77441, 281-346-1796. Two Public Hearings will be held for this request."

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my request.

I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the third Tuesday of the month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard by the City Council at the prescribed Council hearing date where a final decision will be made.

I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.

I reserve the right to withdraw this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed PUD zoning / land use of property, within the City of Fulshear, as identified in this application.

Signature of Owner/ Agent* *Tom Elmore* Date *1-8-18*
(circle one)
Printed name *Tom Elmore* Phone No. *832 633 4805*

*Note: An Agent must furnish a signed Letter of Authorization from the owner when submitting this application.

LETTER OF AUTHORIZATION FOR PUD CASE REPRESENTATION

AUTHORITY IS HEREBY GRANTED TO: Rick Hollander / Kevin R. Krueger

ACTING ON MY BEHALF AS THE OWNER OF THIS PROPERTY AS INDICATED AT THE APPRAISAL DISTRICT, TO FILE AND PRESENT AN APPLICATION TO THE CITY OF FULSHEAR, TEXAS, TO REQUEST A CHANGE IN ZONING CLASSIFICATION FOR THE FOLLOWING PROPERTY:

(CERTIFIED	LEGAL	DESCRIPTION]
<u>See attached</u>		

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my request.

I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the third Tuesday of the month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard by the City Council at the prescribed Council hearing date where a final decision will be made.

I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.

I reserve the right to withdraw this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed PUD zoning / land use of property, within the City of Fulshear, as identified in this application.

THIS AUTHORIZATION WILL REMAIN IN FORCE UNLESS REVOKED BY WRITTEN NOTICE.

OWNER'S SIGNATURE of the above described property: 

OWNER'S NAME (printed) MR. TOM ELMORE

ADDRESS: 27326 Royal Canyon Katy Tx 77494

TELEPHONE: 832633 4805 EMAIL: Tom@thrive church,cc

3

Item 4:

Preliminary PUD Plan

Per the requirements for a PUD designation and a zoning amendment, the following items will be included in the plan:

- **Cover Page**
(Only item included in Item 4 to show preliminary submittal)
- **Documentation of Ownership**
- **Legal description of the site/map**
- **Site conditions (existing)**
- **Concept plan**
- **Development Overview Report**
- **Development Schedule**

CITY OF FULSHEAR TEXAS
WALLIS STREET P.U.D.
PRELIMINARY PLAN
FULSHEAR CEMETERY ASSOCIATION
TEXANA CENTER - THRIVE CHURCH
27 DECEMBER 2017

Item 5:

**Summary of Preliminary PUD Plan Review Findings &
Proposed Changes**

Included in this section will be a report of the review and recommendations from the City. In addition, a response letter from the applicant to the City should be included that details the agreed upon changes and any items not conforming with the City staff review and recommendations.

The City provided the following list of items requiring follow-up to the applicant on 1/2/2018. The applicants' responses/City comments are included after each numbered item.

1. City shall provide a one-page summary of the pre-application meeting.
 - a. *The City provided information from the two pre-application meetings for inclusion.*
2. Copy of the approved applicant approved by the city (you may already have this)
 - a. *City has received applications from all parties and included a cover sheet for the cemetery property.*
3. The ownership document/authority to act on behalf of Texana is not signed by the owner.
 - a. *The form has an authorized digital signature. The City has acknowledged this.*
4. Not sure about City's authority/ownership doc? Do we just include a statement of City initiating the zoning change?
 - a. *City has provided an application cover sheet representing the City's initiation of the rezone for the cemetery property.*
5. Need legal description and site map for cemetery?
 - a. *City has provided the legal description and site map.*
6. Statement or map for drainage showing existing conditions; areas of frequent flooding , wetlands, discharge points, anticipated quantity of water to discharge
 - a. *Information available to date has been gathered to be included in the Final Plan.*
7. Statement of method of governing use and maintenance; continued protection of open space
 - a. *After some discussions, a statement regarding open spaces has been prepared for inclusion in the Final Plan.*

These items have been addressed and all changes are to be incorporated in the Final Plan.

Item 6:

Final PUD Plan

This section shall include the final proposed PUD plan that includes all necessary items from the Preliminary PUD Plan deemed final as well as those items that have been modified to include any review comments and recommendations noted in Section 5.

The following final items are included in this section:

- **Cover Page**
- **Documentation of Ownership**
- **Legal description of the site/map**
- **Site conditions (existing)**
- **Concept plan**
- **Development Overview Report**
- **Development Schedule**

Item 6.1:
Final PUD Plan
Cover Page

CITY OF FULSHEAR TEXAS
WALLIS STREET P.U.D.

FINAL PLAN

FULSHEAR CEMETERY ASSOCIATION
TEXANA CENTER - THRIVE CHURCH

16 JANUARY 2017

Item 6.2:

Final PUD Plan

Documentation of Ownership

OWNERSHIP DOCUMENTATION

Please refer to the exhibits listed below for proof of ownership:

- A. Fulshear Cemetery Association: EXHIBIT COF1 - FBCAD Ownership Information
- B. Texana Center: EXHIBIT B – Texana Deed of Trust; EXHIBIT C – Texana Letter of Authorization for PUD Case Representation.
- C. Thrive Church: EXHIBIT D – Thrive Church Special Warranty Deed; EXHIBIT E – Thrive Letter of Authorization for PUD Case Representation.

EXHIBIT COF1 - FULSHEAR CEMETERY FBCAD OWNERSHIP INFORMATION

Property	Owner	Property Address	2017 Assessed Value
R193897	FULSHEAR CEMETERY ASSOCIATION	7420 WALLIS ST, FULSHEAR, TX 77441	\$30,880

2017 GENERAL INFORMATION

Property Status **Active**
 Property Type **Real Exempt**
 Legal Description **0029 C FULSHEAR, ACRES 6.176, (FULSHEAR PUBLIC CEMETERY), EXEMPT**
 Neighborhood **Abstract Group 9 B**
 Account **0029-00-000-1045-901**
 Map Number **A-026-H, A-026-M, A-027-E, A-027-J**

2017 OWNER INFORMATION

Owner Name **FULSHEAR CEMETERY ASSOCIATION**
 Owner ID **O0039771**
 Exemptions **Exempt Property**
 Percent Ownership **100%**
 Mailing Address **% CAROLYN H SMITH PO BOX 279 FULSHEAR, TX 77441-0279**

2017 VALUE INFORMATION

Improvement Homesite Value	\$0
Improvement Non-Homesite Value	\$0
Total Improvement Market Value	\$0
Land Homesite Value	\$0
Land Non-Homesite Value	\$30,880
Land Agricultural Market Value	\$0
Total Land Market Value	\$30,880
Total Market Value	\$30,880
Agricultural Use	\$0
Total Appraised Value	\$30,880
Homestead Cap Loss	-\$0
Total Assessed Value	\$30,880

DEED OF TRUST

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

Date: March 26, 2015

Grantor: TEXANA CENTER, a Texas non-profit corporation

Grantor's Mailing Address 4910 Airport, Building D, Rosenberg, Fort Bend County, Texas 77471

Property Address: FM 359 and Wallis Street, Fulshear, Fort Bend County, Texas 77441

Trustee: David Zalman

Trustee's Mailing Address: P. O. Drawer G, El Campo, Wharton County, Texas 77437

Lender: PROSPERITY BANK

Lender's Mailing Address: 143 W. Burluson, Wharton, Wharton County, Texas 77488

Obligation

Note

Date: March 26, 2015

Original Principal Amount: ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS.

Borrower: TEXANA CENTER

Lender: PROSPERITY BANK

Maturity Date: March 26, 2018

Other Debt: None

Property: A 14.44 acre tract of land in the Churchill Fulshear League, Abstract No. 29, City of Fulshear, Fort Bend County, Texas, being that certain called 14.456 acre tract recorded under County Clerk's File Number 2005099822, Official Public Records, Fort Bend County, Texas; Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations.

BEGINNING at a ½ inch iron rod found in the Southwest right-of-way line of F.M. Highway 359 for the north corner of said called 14.456 acre tract, same being the northeast corner of an adjoining called 131.863 acre tract (First Tract) recorded under County Clerk's File Number 2013077977, Official Public Records, Fort Bend County, Texas, and described under County Clerk's File Number 2006025582, Official Public Records, Fort Bend County, Texas, for the north corner and Place of Beginning of the herein described tract;

WE HEREBY CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL INSTRUMENT.
STEWART TITLE COMPANY
BY: Sarah Bruno

THENCE South 51 degrees 54 minutes 18 seconds East (called South 49 degrees 33 minutes 19 seconds East) along the northeast line of the herein described tract and the northeast line of said called 14.456 acre tract, same being the apparent occupied southwest right-of-way line of F.M. Highway 359, 191.67 feet (called 191.67 feet) to a 5/8 inch iron rod with cap found for angle point;

THENCE South 43 degrees 49 minutes 56 seconds East (called South 41 degrees 28 minutes 56 seconds East) continuing along said line, and along the apparent occupied southwest right-of-way line of Wallis Street, 868.98 feet (called 868.98 feet) to a chain-link fence corner post found for the east corner of the herein described tract and said called 14.456 acre tract, same being the north corner of an adjoining called 6.176 acre tract recorded in Volume 922, page 509, Deed Records, Fort Bend County, Texas.

THENCE South 69 degrees 06 minutes 10 seconds West (called South 71 degrees 27 minutes 09 seconds West) along the common line of the herein described tract and said adjoining called 6.176 acre tract, 296.46 feet (called 296.46 feet) to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set for angle point, from which point a found 6-inch fence corner post bears South 66 degrees 32 minutes 05 seconds West, 1.65 feet;

THENCE South 56 degrees 13 minutes 52 seconds West (called South 59 degrees 09 minutes 08 seconds West) continuing along said common line, 30.66 feet (called 30.44 feet) to a 1/2 inch iron pipe found for angle point;

THENCE South 16 degrees 20 minutes 12 seconds West (called South 18 degrees 41 minutes 19 seconds West) continuing along said common line, 515.00 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described tract, same being the southwest corner of said adjoining called 6.176 acre tract, and being an angle point in the north line of an adjoining called 101 acre tract recorded under County Clerk's File Number 2005014004, Official Public Records, Fort Bend County, Texas, and described as Tract A in Volume 562, Page 741, Deed Records, Fort Bend County, Texas, from which point a inch iron pipe found for the called southeast corner of said called 14.456 acre tract bears South 16 degrees 20 minutes 12 seconds West, 3.97 feet;

THENCE South 85 degrees 39 minutes 49 West along the south line of the herein described tract, same being the north line of said adjoining called 101 acre tract, 407.29 feet to a 1/2 inch iron pipe found for the southwest corner of the herein described tract and said called 14.456 acre tract, same being the northwest corner of said adjoining called 101 acre tract, and being an angle point in the east line of the aforementioned adjoining called 131.863 acre tract;

THENCE North 03 degrees 05 minutes 07 seconds East (called North 05 degrees 25 minutes 59 seconds East) along the common line of the herein described tract and said adjoining called 131.863 acre tract, 307.55 feet (called 307.55 feet) to a 1/2 inch iron pipe found for angle point;

THENCE North 04 degrees 26 minutes 06 seconds East (called North 06 degrees 47 minutes 20 seconds East) continuing along said common line, 1,089.06 feet (called 1,089.06 feet) to the Place of Beginning and containing 14.44 acres of land, more or less.

Additional Security for Payment: Assignment of Lease as Collateral dated of even date herewith and executed by TEXANA CENTER, Assignor to PROSPERITY BANK, Assignee.

Prior Liens: None

Other Exceptions to Conveyance and Warranty:

- 1) 48% of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in counterparts under Clerk's File Nos. 9837834, 9834835, and 9837836 of the Official Records of Fort Bend County, Texas. The surface rights waived therein.
- 2) All Grantor's undivided interest of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth and stated in instrument recorded in/under Clerk's File No. 2005099822 of the Official Records of Fort Bend County, Texas. The surface rights waived therein.
- 3) Rights of Tenants, and assigns, as tenants only, under currently effective lease agreements.
- 4) 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.
- 5) Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage and 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.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect, and Lender will release it at Grantor's expense.

In addition to creating a Deed of Trust lien on all the real and other property described above, Grantor also granted to Lender a Security Interest in all of the above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to--

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the Property before delinquency;
3. Defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this Deed of Trust;
4. Maintain, at Grantor's expense--
 - a. Liability insurance and worker's compensation insurance covering Grantor, the Property, and the operations on the Property against claims for bodily injury, death, or property damage on or around the Property;
 - b. Property insurance against loss or damage by fire, storm, gas (if gas is used on the Property), and all other hazards under a standard all-risk extended coverage endorsement for an amount equal to the original amount of the Note and other debt secured by this Deed of Trust or the full insurable value

- of the Property, whichever is less, and also insuring against other risks including flood, if the Property is in a flood hazard area, and earthquake and mud slide, if requested by Lender;
- c. While any improvements on the Property are under construction, (i) a builder's all-risk form insurance policy on a completed value basis, (ii) worker's compensation and general liability policies covering each contractor performing work on the Property; and (iii) policies of professional liability insurance carried by each architect, engineer, or other design professional performing work relating to the Property. Grantor agrees that all required insurance policies will (i) be issued by companies reasonably accepted to Lender, (ii) be in a form acceptable to Lender, (iii) be endorsed to be payable to Lender as mortgagee insured and loss payable, and (iv) expressly prohibit cancellation or modification without ten day's written notice to Lender.
 - d. Submit any capital expenditure of \$1,000,000.00 or more to the Lender for approval prior to such expenditure.
5. Obey all laws, ordinances, and restrictive covenants applicable to the Property;
 6. Keep any buildings occupied as required by the Required Insurance Coverages;
 7. If the lien of this Deed of Trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
 8. Notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Lender may apply any all insurance or condemnation proceeds that Lender receives, at Lender's discretion, either to (a) repay the debt secured by this Deed of Trust, whether matured or not, and in any order Lender selects or (b) repair or improve the Property in any manner Lender selects and apply any remaining proceeds to the debt secured by this Deed of Trust in any order Lender selects.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this Deed of Trust may, at Lender's discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this Deed of Trust.
6. If there is default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may --
 - a. declare the unpaid principal balance and earned interest on the Obligations immediately due;
 - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will--

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. Sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. From the proceeds of the sale, pay, in this order--
 - a. expenses of foreclosure, including a commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. Be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the property is sold under this Deed of Trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Lender all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court costs and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as Lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will

apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this Deed of Trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. In no event may this Deed of Trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this Deed of Trust.
12. This Deed of Trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this Deed of Trust if this Deed of Trust is placed in the hands of an attorney for enforcement.
16. If any provision of this Deed of Trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. The term *Lender* includes any mortgage services for Lender.
18. Grantor represents that this Deed of Trust and the Note are given for the following purposes: The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this Deed of Trust and by a vendor's lien on the property; which is expressly retained in a Deed of even date given by CORPVEST, INC. to TEXANA CENTER. This Deed of Trust does not waive the Vendor's Lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The Deed is incorporated into this Deed of Trust.
19. **Late Fee and Dishonored Check Fee:** In the event any installment, or any part thereof, remains unpaid for ten (10) or more days past the due date thereof as provided above, Borrower shall pay to Lender, in addition to any other amounts to which Lender may be entitled hereunder, a reasonable late payment fee equal to five (5) percent of the amount of said installment, which amount is stipulated by Borrower to be responsible in order to compensate Lender for its additional costs incurred as a result of having to attend to such delinquency. This late charge should be paid only once, but promptly, as to each respective late payment. It is further agreed that the imposition of any such late payment fee shall in no way prejudice or limit Lender's rights or remedies against Borrower under this Agreement or any of the Security Instruments or any other instrument.

In the event any check used to make a payment to Lender is dishonored for

- any reason, Borrower shall pay to Lender, in addition to any other amounts to which Lender may be entitled hereunder, a reasonable processing fee of \$30.00 (or the maximum amount provided from time to time in Section 3.506(b) of the Texas Business and Commerce Code as it may be amended). This processing fee should be paid once with respect to each dishonor of a check. It is further agreed that the imposition of any such processing fee shall in no way prejudice or limited Lender's rights or remedies against Borrower under this Agreement or any of the Security Documents or any other instrument.
20. **Due on Death.** Upon the death of any individual Borrower or the death of any individual Grantor or guarantor, or upon the dissolution of any corporation, limited liability company, partnership or other entity comprising Borrower, Grantor or any guarantor, Lender, at Lender's option, has the right to declare the same to be a default under this Agreement, the Promissory Note and the Security Instruments.
21. **Right of Offset.** As further security for this Agreement, Borrower grants to Lender a first lien and contractual right of set-off and to all money and property of Borrower now or at any time hereafter coming within the custody or control of the Lender, including (without limitation) all certificates of deposit and other accounts, whether such certificates of deposit and/or accounts have matured or not, and whether the exercise of such right of set-off results in loss of interest or other penalty under the terms of the certificate of deposit or account agreement. It is further agreed that the Lender shall have a first lien on all deposits and other sums at any time credited by or due from the Lender to Borrower or any guarantor, as security for the payment of this Agreement, and Lender, at its option and after acceleration of the maturity of this Agreement (however said maturity may be brought about) may without notice and without any liability, hold all or any part of any such deposits or other sums until all amounts owing on this Agreement have been paid in full, and/or Lender may apply or set-off all or any part of any such deposits or other sums credited by or due from Lender to or against any sums due on this Agreement in any manner and in any order of preference which the Lender, in its sole discretion, chooses.
22. **Due on Sale.** Other than as permitted in any Loan Agreement and/or in the Security Instruments, if, without the prior written consent of Lender, which consent may be given or withheld by Lender in the exercise of its sole and absolute discretion, (a) all or any part of the Property, or any interest therein, or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons, but is a corporation, partnership, trust or other legal entity) is sold, transferred or otherwise conveyed, or (b) Grantor enters into any contract agreeing to sell, transfer or otherwise convey the Property, or any interest therein, or (c) there is a sale or exchange of the majority of the stock of Borrower or Grantor (if Borrower or Grantor is not a natural person or persons, but is a corporation), or (d) Borrower or Grantor creates any lien or encumbrance subordinate or allegedly superior to the Deed of Trust, or (e) Borrower or Grantor grants any easement, right-of-way or any other right whatsoever with respect to the Property, or (f) Borrower or Grantor conveys any leasehold interest for any purpose whatsoever covering all or any portion of the Property, including without limitation, one or more oil, gas or other mineral leases covering the Property or any portion thereof, for a period longer than one (1) year (all and any of the above being hereinafter collectively called "Transfers"), and irrespective of whether any such Transfers are evidenced by written instruments, and irrespective if such a written instrument is filed for record, then Lender, at Lender's option, has the right to declare the same to be a default under this Agreement, the Promissory Note, the Deed of Trust and the Security Instruments.
23. **Cross Default and Cross Collateralization.** If default shall be made in the payment of principal or interest on any other promissory note or notes executed by Borrower or any guarantor hereof and held by Lender as the same become due and payable (each an "Other Note"), or if there is a default in any of the terms, covenants, agreements, conditions or provisions set forth in this Agreement, the Promissory Note, the Security Instruments, or any other instrument relating to

this Agreement or the Promissory Note, or should the Lender conclude, in its sole discretion, that the prospect of payment of the Promissory Note, as modified by this Agreement, or of any Other Note, is impaired for any reason, then in any such event Lender, at its option, may declare the entirety of the Promissory Note, as modified by this Agreement, and any Other Note, together with all accrued but unpaid interest thereon, immediately due and payable without notice, demand or presentment, or notice of Intent to accelerate to the Borrower or any other person or party, all of which are hereby waived. Lender's failure to exercise said option shall not constitute a waiver on the part of Lender of the right to exercise said option at any other time. Upon the occurrence of a default, Lender shall also have the right to exercise any and all other rights, remedies and recourses now or hereinafter existing in equity, at law, by virtue of statute or otherwise, including, but not limited to, the right to foreclose any and all liens and security interests securing the Promissory Note, this Agreement and/or any Other Note. Except as may be limited or prohibited by applicable law, Grantor agrees and acknowledges that the Security Instruments secure (a) the Promissory Note, as extended and/or modified, including interest, late charges, fees, expenses and other amounts as provided in the Promissory Note, the Security Instruments and this Agreement, (b) all other debts, obligations and liabilities of Borrower and/or Grantor to Lender of whatever kind or character, whether now existing or hereafter arising, secured or unsecured, direct or indirect, fixed or contingent, primary or secondary, joint or several or both, including, without limitation, all present and future debts, obligations and liabilities of Grantor and/or Borrower (i) as principal, surety, endorser, guarantor, accommodation party or otherwise, (ii) arising by operation of law or otherwise, (iii) as a member of any partnership, joint venture, company, firm, trust or other association or (iv) payable to or in favor of third parties and hereafter acquired by Lender with or without the knowledge, consent or insistence of Grantor and/or Borrower, it being contemplated that Grantor and/or Borrower may from time to time become additionally indebted to Lender, all of which indebtedness is secured by the Security Instruments, and (c) all renewals, rearrangements, modifications and extensions of any of the foregoing.

24. **Financial Statements.** Borrower shall furnish from time to time to Lender upon Lender's request, copies of balance sheets of Borrower (and any guarantors) and copies of statements of income and cash flow of Borrower (and any guarantors), covering such periods of time and containing such reasonable detail as Lender shall reasonably request, and stating changes in the financial position of Borrower for the same periods and which are confirmed by Borrower (and guarantors respectively) as being true, whole, accurate and without material omission. Without limitation, all such financial statements shall be updated not later than one year following the date of the prior financial statements delivered to Lender, and, with respect to non-audited statements, delivered to Lender within 30 days of the date thereof; and, with respect to audited statements, delivered to Lender within 90 days of the date thereof.
25. **Payment of Property Taxes:** Grantor shall pay all taxes and assessments against the Property as the same become due and payable, and prior to delinquency. Grantor shall furnish proof, satisfactory in form and substance to Lender, of such payment. Grantor shall not authorize any person or entity to pay current or delinquent ad valorem taxes due or to become due on the Property if such person or entity is entitled to receive a transfer of tax lien under Section 32.06 of the Texas Tax Code (as it may be amended or modified). In the event any transfer of a tax lien is executed by a tax collector pursuant to Section 32.06 of the Texas Tax Code (as it may be amended or modified) with respect to the Property, Grantor shall, within ten (10) days of the date written notice is sent from Lender to Grantor, fully and finally pay the transferee of said tax lien the entirety of all principal, interest and expenses (whether or not then due and payable, or to become due and payable) owing to said transferee with respect to said transferred tax lien, and deliver proof, satisfactory in form and substance to Lender, of such payment, along with a signed and notarized release of said tax

lien executed by said transferee. Grantor shall not defer the collection of taxes on the Property, in the event deferral of such taxes is permitted under applicable law. In the event of the passage of any law, ordinance, or regulation, deducting from the Property for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or indebtedness secured thereby, or the manner of the operation of any such taxes so as to affect the interest of Lender, then and in such event, Grantor shall bear and pay the full amount of such taxes, unless the payment thereof by Grantor would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Lender wholly or partially usurious; provided, however, that if for any reason payment by Grantor or by Lender of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Lender wholly or partially usurious, Lender may, at Lender's option, declare said unpaid indebtedness with all accrued interest thereon to be immediately due and payable, or Lender may, at Lender's option, pay the amount or portion of such taxes which would otherwise render said indebtedness unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes. If Grantor fails to pay any taxes and assessments (including interest, penalties, costs and expenses) against the Property, enters into a tax lien loan to any person or entity, allows any person or entity to receive a transfer of an ad valorem tax lien, or defers the payment of taxes or assessments, Lender may in Lender's sole discretion, in addition to Lender's other rights as provided in the Security Instruments, elect to advance and pay the same at Grantor's expense.

26. **Insurance:** Borrower or Grantor shall promptly obtain and deliver to Beneficiary insurance policies with premiums paid providing extended coverage for all buildings and other property covered by the Deed of Trust against damage by fire and lightning and against such other risks as Beneficiary may require (Builder's Risk Insurance shall be acceptable as to any improvements to be constructed on the Mortgaged Property during the construction phase of any construction loan), all in amounts approved by Beneficiary not less than the greater of 100% of full replacement cost of all improvements located on the Mortgaged Property, such that Grantor and/or Beneficiary shall not become a co-insurer under any required insurance policy, such insurance to be written on a replacement cost form promulgated by the Texas State Board of Insurance and with companies having a Best's Insurance Guide Rating of A, Class XIV or higher, as approved by Beneficiary, with (i) loss made payable to Beneficiary pursuant to the standard mortgagee clause promulgated by the Texas State Board of Insurance, without contribution; (ii) provision that (a) each of said policies shall not be terminated, reduced or limited regardless of any breach of the representations and agreements set forth therein, and (b) no such policy shall be canceled, endorsed or amended to any extent unless the issuer thereof shall have first given Beneficiary at least 15 days' prior written notice. In case Grantor fails to furnish such policies, Beneficiary, at Beneficiary's option, may procure such insurance at Grantor's expense. All renewal and substitute policies of insurance shall be delivered to the office of Beneficiary, premiums paid, at least ten (10) days before expiration of the insurance protection to be replaced by such renewal or substituted policies. In case of loss, Beneficiary, at Beneficiary's option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness in such manner as Beneficiary may elect, or at Beneficiary's option, Beneficiary may pay the same over wholly or in part to Grantor for the repair of said improvements or for the election of new improvements in their place, or for any other purpose satisfactory to Beneficiary, but Beneficiary shall not be obligated to see to the proper application of any amounts so paid to Grantor. If Beneficiary elects to allow such payments to Grantor, disbursement shall be on such terms subject to such conditions as Beneficiary may specify. Regardless of whether any insurance proceeds payable to them are sufficient to pay the costs of repair and restoration of the Property, Grantor shall promptly commence and carry out the repair, replacement,

restoration and rebuilding of any and all of the improvements damaged or destroyed so as to return same, to the extent practicable, to the same condition as immediately prior to such damage to or destruction thereof. Grantor shall not permit or carry on any activity within or relating to the Property that is prohibited by the terms of any insurance policy covering any part of the Property or which permits cancellation of or increase in the premium payable for any insurance policy covering any part of the Property. In the event of a foreclosure of the Deed of Trust, the purchaser of the Property shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Beneficiary pursuant to the provisions of this instrument. Regardless of the types or amounts of insurance required and approved by Beneficiary, Grantor shall assign and deliver to Beneficiary all policies of insurance that insure against any loss or damage to the Property, as collateral and further security for the payment of the Indebtedness. Grantor shall also obtain and maintain in force and effect at Grantor's expense such liability and other insurance policies and protection as Beneficiary may from time to time require. Furthermore, if any portion of the Property is situated in an area, or is subsequently designed in an area, having special flood hazards (as defined in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar legislation), Grantor shall provide flood insurance to Beneficiary in an amount equal to the replacement cost of the improvements or the maximum amount of flood insurance available, whichever is the lesser.

TEXANA CENTER

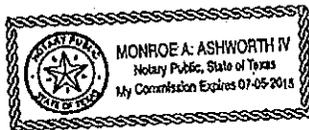
By: *Amanda Darr*
 AMANDA DARR,
 Chief Financial Officer

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 26 day of March, 2015, by AMANDA DARR, Chief Executive Office of TEXANA CENTER, an Texas non-profit corporation, on behalf of said corporation.

Monroe A. Ashworth IV
 Notary Public, State of Texas



D:\Data\PROPERTY\PROSPERITY BANK - WHARTON\Texana Center - Corporon Investments, Inc., purchase - wd, WSJP, interest only - Non Primary Residence, Collateral Assignment of Leases with prepayment penalty 5087.151.wpd 3/13/15

Prepared In The Law Office Of:	After Recording Return To:
Craig Hathway, P.C. Attorney At Law 1209 N. Mechanic El Campo, TX 77437 (979) 543-2768	Prosperity Bank 1205 N. Navarro St. Victoria, TX 77901-6049

Exhibit C, Texana Letter of Authorization

LETTER OF AUTHORIZATION FOR PUD CASE REPRESENTATION

AUTHORITY IS HEREBY GRANTED TO: Richard P. Hollington, Ray+Hollington Architects, Inc.

ACTING ON MY BEHALF AS THE OWNER OF THIS PROPERTY AS INDICATED AT THE APPRAISAL DISTRICT, TO FILE AND PRESENT AN APPLICATION TO THE CITY OF FULSHEAR, TEXAS, TO REQUEST A CHANGE IN ZONING CLASSIFICATION FOR THE FOLLOWING PROPERTY:

(CERTIFIED	LEGAL	DESCRIPTION]
14.44 acre tract of land in the Churchill Fulshear League, Abstract No. 29, City of Fulshear, Fort Bend County, Texas		

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my request.

I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the third Tuesday of the month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard by the City Council at the prescribed Council hearing date where a final decision will be made.

I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.

*I reserve the right to **withdraw** this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed PUD zoning / land use of property, within the City of Fulshear, as identified in this application.*

THIS AUTHORIZATION WILL REMAIN IN FORCE UNLESS REVOKED BY WRITTEN NOTICE.

OWNER'S SIGNATURE of the above described property: _____

OWNER'S NAME (printed) Amanda Darr, Chief Financial Officer

ADDRESS: 4910 Airport Avenue, Building D, Rosenberg, TX 77471

TELEPHONE: 281-239-1350 EMAIL: amanda.darr@texanacenter.com



EXHIBIT D – Thrive Church Special Warranty Deed

SPECIAL WARRANTY DEED

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

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Grantor: Grandes Ricos, LLC, a Texas limited liability company

Grantor's Address: 5706 Dixon Rd.
Fulshear, Texas 77441

Grantee: Thrive Church, a Texas non-profit corporation

Grantee's Address: 29358 McKinnon Road
Fulshear, Texas 77441

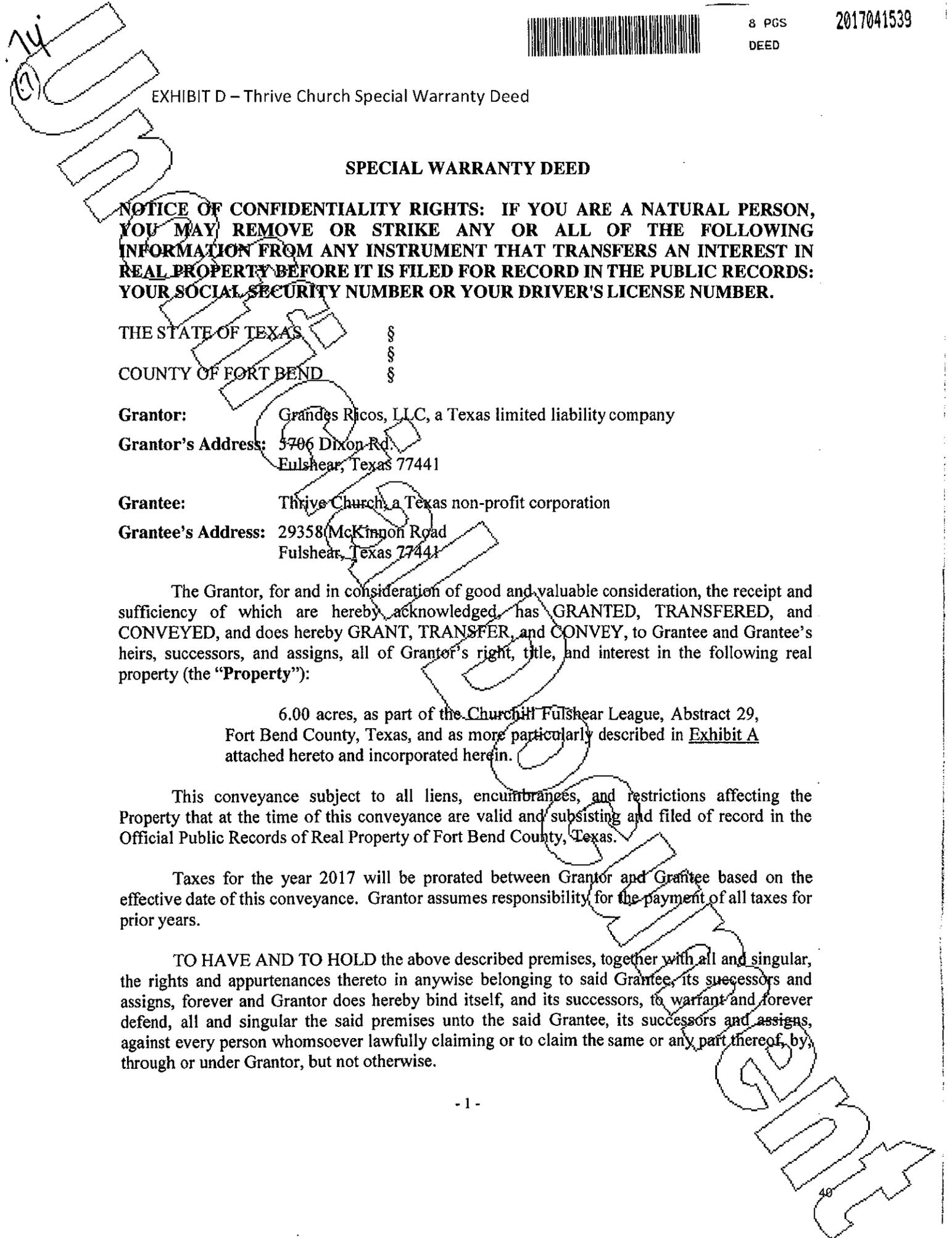
The Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, TRANSFERED, and CONVEYED, and does hereby GRANT, TRANSFER, and CONVEY, to Grantee and Grantee's heirs, successors, and assigns, all of Grantor's right, title, and interest in the following real property (the "Property"):

6.00 acres, as part of the Church of Fulshear League, Abstract 29, Fort Bend County, Texas, and as more particularly described in Exhibit A attached hereto and incorporated herein.

This conveyance subject to all liens, encumbrances, and restrictions affecting the Property that at the time of this conveyance are valid and subsisting and filed of record in the Official Public Records of Real Property of Fort Bend County, Texas.

Taxes for the year 2017 will be prorated between Grantor and Grantee based on the effective date of this conveyance. Grantor assumes responsibility for the payment of all taxes for prior years.

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



EXECUTED to be effective this _____ day of April, 2017.

GRANTOR:

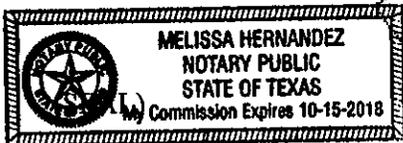
GRANDES RICOS, LLC, a Texas limited liability company

By: [Signature]
JEFFREY F. DUKE, Manager

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me on this day personally appeared JEFFREY F. DUKE, Manager of Grandes Ricos, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Given under my hand and seal of office this 20 day of April, 2017.



[Signature]
Notary Public in and for
the State of Texas

ACCEPTED this 20 day of April, 2017.

GRANTEE: THRIVE CHURCH

By: [Signature]
TOM ELMORE
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me on this day personally appeared TOM ELMORE, President of the Board of Directors of Thrive Church, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Given under my hand and seal of office this 20 day of April, 2017.



[Signature]
Notary Public in and for
the State of Texas

Unrecorded Instrument

EXHIBIT A

Unofficial's Document

HENRY STEINKAMP, INC.

Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

March 25, 2017

A Field Note Description of a 6.00 Acre Tract of Land (more or less), being out of the Grandes Ricos, LLC call 44.512 Acre Tract (FBC 2015091411), being in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas.

For Connection Beginning at a 7/8 inch iron pipe found in the Southwest right-of-way line of Wallis Street marking the Northeast corner of said 44.512 Acre Tract of Land and the Northwest corner of the original Leonard H. Clay, Sr. call 1.0 Acre Tract (FBC 2011016409) THENCE, North 35deg.18'48" West, along the Southwest right-of-way line of said Wallis Street, 490.13 feet to a point marking the East corner of and place of beginning for this tract;

THENCE, South 54deg.41'12" West, 440.01 feet to a point marking the South corner of this tract;

THENCE, North 34deg.18'48" West, 681.59 feet to a point on the centerline of Union Chapel Branch marking a Westerly corner of this tract;

THENCE, Northerly along the centerline of said Union Chapel Branch with the following courses and distances:

- North 60deg.56'32" East, 91.46 feet to a point;
- South 75deg.29'39" East, 17.61 feet to a point;
- South 47deg.05'12" East, 21.04 feet to a point;
- South 22deg.45'14" East, 49.82 feet to a point;
- South 52deg.15'53" East, 18.07 feet to a point;
- North 40deg.54'09" East, 56.87 feet to a point;
- North 72deg.39'45" East, 13.14 feet to a point;
- North 03deg.36'23" West, 25.74 feet to a point;
- North 53deg.29'07" East, 23.80 feet to a point;
- South 80deg.59'59" East, 48.33 feet to a point;
- North 04deg.16'01" East, 26.92 feet to a point;
- South 28deg.48'27" East, 44.41 feet to a point;
- North 05deg.08'56" East, 34.66 feet to a point;
- North 45deg.58'34" East, 14.78 feet to a point;
- South 66deg.22'19" East, 14.37 feet to a point;
- North 42deg.20'01" East, 39.88 feet to a capped 5/8 inch iron rod found marking the North corner for this tract;

Page 2.
6.00 Acres
Churchill Fulshear League, Ab. 29
Fort Bend County, Texas.

THENCE, South 43deg.06'37" East, along the Southwest right-of-way line of said Wallis Street, 433.87 feet to a capped 5/8 inch iron rod stamped "1535-4035" marking an angle point;

THENCE, South 35deg.18'46" East, along said Southwest right-of-way line of Wallis Street, 204.9 feet to the place of beginning and containing 6.00 Acres of Land.

Signed: Frank R. Schwelb
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, prepared from Field Surveys by our Firm.

RETURNED AT COUNTER TO:

Tom Elmore
27326 Royal Canyon
Katy Tx 75494

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

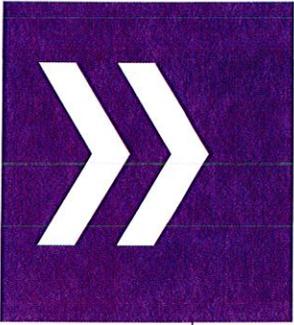
April 20, 2017 12:01:15 PM

FEE: \$39.00 MAM
DEED

2017041539



Unofficial's Document



December 14, 2017

I authorize Kevin R. Krueger, President of Don Krueger Construction Co., to represent Thrive Church in the PUD.

Thrive Church Contact Information:

Physical Address:
29358 McKinnon Rd, Fulshear, TX 77441
info@thrivechurch.cc

Mailing Address:
9550 Spring Green Blvd, Suite 408-246
Katy, TX 77494

The Best is Yet to Come...

Tom Elmore
Pastor, Thrive Church
832-633-4805

 www.thrivechurch.cc

 /ThriveChurchTX

info@thrivechurch.cc / mail to: 9550 Spring Green Blvd - Suite 408-246, Katy, TX 77494

Item 6.3:

Final PUD Plan

Legal Description of the Site/Map

LEGAL DESCRIPTION OF THE SITES

Please refer to the exhibits listed below for full legal descriptions of the sites:

- A. Fulshear Cemetery: EXHIBIT COF2 - Fulshear Cemetery Legal Description
- B. Texana Center: EXHIBIT F – Texana Survey; EXHIBIT G – Texana Legal Description.
- C. Thrive Church: EXHIBIT H – Thrive Church Legal Description; EXHIBIT I – Thrive Church Plat/Survey.

The Overall Map, attached as EXHIBIT J, provides an overview of the area involved in the P.U.D. Combined the properties total 30.22 acres, generally described as follows:

- A. Fulshear Cemetery – 9.78 acres tract of land including six plus acres of the Mexican Land Grant acquired in 1824 the “Old 300” colonist Churchill Fulshear, Sr. and donated to the Methodist Episcopal Church in 1851.
- B. Texana Center – 14.44 acres tract of land in the Churchill Fulshear League, Abstract No. 29, City of Fulshear, Fort Bend County, Texas, being that certain called 14.456 acres tract recorded under County Clerk's File Number 2005099822, Official Public Records, Fort Bend County, Texas; Fort Bend County, Texas.
- C. Thrive Church – A 6.00 acres tract of land being out of a called 44.512 acres tract of land conveyed to Grandes Ricos, L.L.C., as recorded under Fort Bend County clerk's file Number 2015091411, situated in the Churchill Fulshear League, Abstract no.29, Fort Bend County, Texas.

EXHIBIT COF2 - Fulshear Cemetery Legal Description

Legal Description – Fulshear Cemetery Association

Tract 1 – All of a called 6.176 acre parcel described in the Deed Recorded in Volume 922, Page 509 Fort Bend County Deed Records.

Tract 2 – All of a called 2.3 acre parcel described in Volume 896, Page 761 Fort Bend County Deed Records.

Tract 3 – All of a parcel continuing 1.3 acres set aside as a Public Cemetery by Churchill Fulshear ET AL.

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD

ROSENBERG, TEXAS 77471

281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

FIELD NOTES FOR A 14.44 ACRE TRACT OF LAND IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, BEING THAT CERTAIN CALLED 14.456 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2005099822, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

BEGINNING at a ½ inch iron rod found in the southwest right-of-way line of F. M. Highway 359 for the north corner of said called 14.456 acre tract, same being the northeast corner of an adjoining called 131.863 acre tract (First Tract) recorded under County Clerk's File Number 2013077977, Official Public Records, Fort Bend County, Texas, and described under County Clerk's File Number 2006025582, Official Public Records, Fort Bend County, Texas, for the north corner and **Place of Beginning** of the herein described tract;

THENCE South 51 degrees 54 minutes 18 seconds East (called South 49 degrees 33 minutes 19 seconds East) along the northeast line of the herein described tract and the northeast line of said called 14.456 acre tract, same being the apparent occupied southwest right-of-way line of F. M. Highway 359, 191.67 feet (called 191.67 feet) to a 5/8 inch iron rod with cap found for angle point;

THENCE South 43 degrees 49 minutes 56 seconds East (called South 41 degrees 28 minutes 56 seconds East) continuing along said line, and along the apparent occupied southwest right-of-way line of Wallis Street, 868.98 feet (called 868.98 feet) to a chain-link fence corner post found for the east corner of the herein described tract and said called 14.456 acre tract, same being the north corner of an adjoining called 6.176 acre tract recorded in Volume 922, Page 509, Deed Records, Fort Bend County, Texas;

THENCE South 69 degrees 06 minutes 10 seconds West (called South 71 degrees 27 minutes 09 seconds West) along the common line of the herein described tract and said adjoining called 6.176 acre tract, 296.46 feet (called 296.46 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for angle point, from which point a found 6-inch fence corner post bears South 66 degrees 32 minutes 05 seconds West, 1.65 feet;

THENCE South 56 degrees 13 minutes 52 seconds West (called South 59 degrees 09 minutes 08 seconds West) continuing along said common line, 30.66 feet (called 30.44 feet) to a ½ inch iron pipe found for angle point;

THENCE South 16 degrees 20 minutes 12 seconds West (called South 18 degrees 41 minutes 19 seconds West) continuing along said common line, 515.00 feet to a ½ inch iron pipe with cap marked “Kalkomey Surveying” set for the southeast corner of the herein described tract, same being the southwest corner of said adjoining called 6.176 acre tract, and being an angle point in the north line of an adjoining called 101 acre tract recorded under County Clerk's File Number 2005014004, Official Public Records, Fort Bend County, Texas, and described as Tract A in Volume 562, Page 741, Deed Records, Fort Bend County, Texas, from which point a ½ inch iron pipe found for the called southeast corner of said called 14.456 acre tract bears South 16 degrees 20 minutes 12 seconds West, 3.97 feet;

THENCE South 85 degrees 39 minutes 49 seconds West along the south line of the herein described tract, same being the north line of said adjoining called 101 acre tract, 407.29 feet to a ½ inch iron pipe found for the southwest corner of the herein described tract and said called 14.456 acre tract, same being the northwest corner of said adjoining called 101 acre tract, and being an angle point in the east line of the aforementioned adjoining called 131.863 acre tract;

THENCE North 03 degrees 05 minutes 07 seconds East (called North 05 degrees 25 minutes 59 seconds East) along the common line of the herein described tract and said adjoining called 131.863 acre tract, 307.55 feet (called 307.55 feet) to a ½ inch iron pipe found for angle point;

THENCE North 04 degrees 26 minutes 06 seconds East (called North 06 degrees 47 minutes 20 seconds East) continuing along said common line, 1,089.06 feet (called 1,089.06 feet) to the **Place of Beginning** and containing 14.44 acres of land, more or less.

For reference and further description see Survey Plat No. R8000-0533-00 prepared by the undersigned on same date.

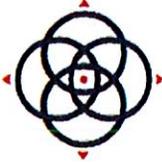
February 25, 2015

Job Number R8000-0533-00

Charlie Kalkomey Surveying, Inc.
6415 Reading Road
Rosenberg, TX 77471-5655
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 6.000 ACRES OR 261,359 SQ. FT.

A TRACT OR PARCEL CONTAINING 6.000 ACRES OR 261,359 SQUARE FEET OF LAND BEING OUT OF A CALLED 44.512 ACRE TRACT OF LAND CONVEYED TO GRANDES RICOS, LLC, AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2015091411, SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT 1/2-INCH IRON PIPE FOUND AT AN ANGLE POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF WALLIS STREET (WIDTH VARIES) MARKING THE NORTHEAST CORNER OF SAID CALLED 44.512 ACRE TRACT;

THENCE, NORTH 37 DEG. 39 MIN. 04 SEC. WEST, WITH THE SOUTHWESTERLY R.O.W. LINE OF SAID WALLIS STREET, A DISTANCE OF 490.12 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "1535/4035" FOUND FOR THE MOST EASTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 52 DEG. 20 MIN. 56 SEC. WEST, LEAVING THE SOUTHWESTERLY R.O.W. LINE OF SAID WALLIS STREET, THROUGH AND ACROSS SAID CALLED 44.512 ACRE TRACT, A DISTANCE OF 440.01 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 37 DEG. 39 MIN. 04 SEC. WEST, A DISTANCE OF 681.69 FEET TO A POINT ON THE CENTERLINE OF UNION CHAPEL BRANCH, THE EAST LINE OF A CALLED 6.176 ACRE TRACT CONVEYED TO FULSHEAR PUBLIC CEMETARY AS RECORDED UNDER VOLUME 922, PAGE 509, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), THE WEST LINE OF SAID 44.512 ACRE TRACT, AND BEING THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE CENTERLINE OF SAID UNION CHAPEL BRANCH, THE FOLLOWING COURSES AND DISTANCES;

NORTH 58 DEG. 36 MIN. 16 SEC. EAST, 91.48 FEET TO AN ANGLE POINT;

SOUTH 77 DEG. 49 MIN. 55 SEC. EAST, 91.48 FEET TO AN ANGLE POINT;

SOUTH 49 DEG. 25 MIN. 28 SEC. EAST, 21.04 FEET TO AN ANGLE POINT;

SOUTH 25 DEG. 05 MIN. 30 SEC. EAST, 49.82 FEET TO AN ANGLE POINT;

SOUTH 54 DEG. 36 MIN. 09 SEC. EAST, 18.07 FEET TO AN ANGLE POINT;

NORTH 38 DEG. 33 MIN. 53 SEC. EAST, 56.87 FEET TO AN ANGLE POINT;

NORTH 70 DEG. 19 MIN. 29 SEC. EAST, 13.14 FEET TO AN ANGLE POINT;

NORTH 05 DEG. 56 MIN. 39 SEC. WEST, 25.74 FEET TO AN ANGLE POINT;

NORTH 51 DEG. 08 MIN. 51 SEC. EAST, 23.80 FEET TO AN ANGLE POINT;

SOUTH 83 DEG. 11 MIN. 15 SEC. EAST, 48.33 FEET TO AN ANGLE POINT;

SHEET 1 OF 2

NORTH 01 DEG. 55 MIN. 45 SEC. EAST, 26.92 FEET TO AN ANGLE POINT;

NORTH 26 DEG. 28 MIN. 11 SEC. EAST, 44.41 FEET TO AN ANGLE POINT;

NORTH 02 DEG. 48 MIN. 40 SEC. EAST, 34.66 FEET TO AN ANGLE POINT;

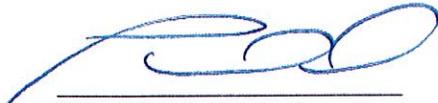
NORTH 43 DEG. 38 MIN. 18 SEC. EAST, 14.78 FEET TO AN ANGLE POINT;

SOUTH 68 DEG. 42 MIN. 35 SEC. EAST, 14.37 FEET TO AN ANGLE POINT;

NORTH 39 DEG. 59 MIN. 45 SEC. EAST, 39.88 FEET TO A POINT FOR CORNER, BEING ON THE SOUTHWESTERLY R.O.W. LINE OF SAID WALLIS STREET THE MOST EASTERLY CORNER OF SAID 6.176 ACRE TRACT, THE MOST NORTHERLY CORNER OF SAID 44.512 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTHWESTERLY R.O.W. LINE OF SAID WALLIS STREET, SOUTH 45 DEG. 26 MIN. 53 SEC. EAST, A DISTANCE OF 433.87 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "1535/4035" FOUND MARKING AN ANGLE POINT;

THENCE, SOUTH 37 DEG. 39 MIN. 04 SEC. EAST, A DISTANCE OF 204.90 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 6.000 ACRES OR 261,359 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53562, PREPARED BY WINDROSE LAND SERVICES.



RONALD PATRICK KELL

R.P.L.S. NO. 6424
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



05/05/2017
DATE

SHEET 2 OF 2

Exhibit J, Overall Map

Clay & Leyendecker, Inc.
 Consulting Engineers & Surveyors
 Firm Registration No. 2309
 Katy, Texas

F.M. ROAD 359

WALLIS STREET
 (80' R.O.W.)

Call 14.44 acre
 C.F. No. 2015031569
 "Texana Center"

Call 6.176 acre
 Vol. 821, Page 509
 "Fulshear Cemetery Association"

2.3 AC.
 Vol. 886, Page 761
 "Fulshear Cemetery Association"

Call 44.512 acre
 C.F. No. 2015091411
 "Grandes Rios, LLC"

1.3 AC.
 If found, location on plat will be indicated on plat

Call 6.00 acre
 C.F. No. 2017041539
 "Thrive Church"

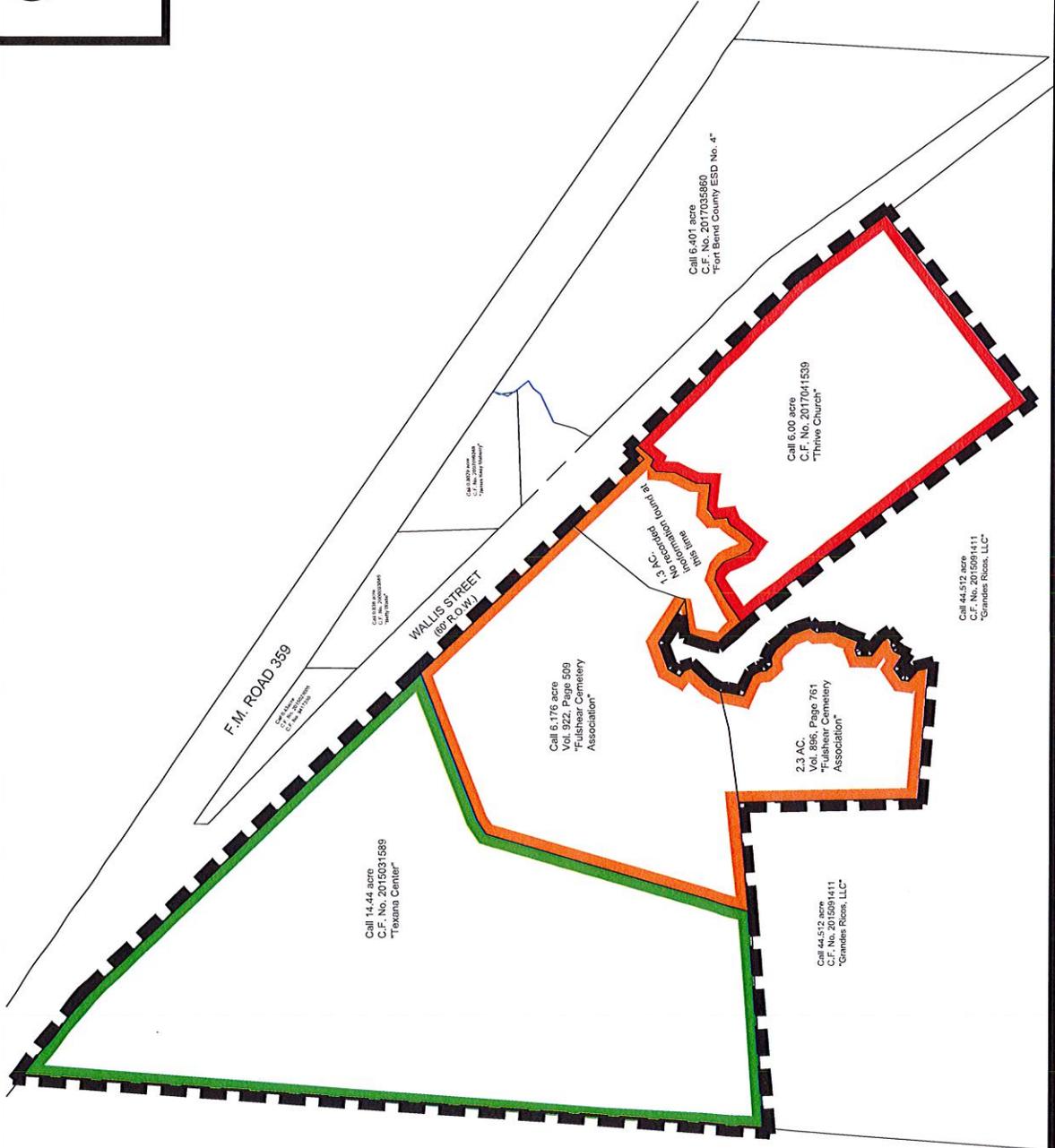
Call 6.401 acre
 C.F. No. 2017035860
 "Fort Bend County ESD No. 4"

**WALLIS STREET PUD - 2017
 CITY OF FULSHEAR, TEXAS**

*Revised: 12-18-17

Scale: 1" = 200'
 Date: 10-18-17
 Dwn. By: JL
 File No.: 17-172

THRIVE CHURCH
 FULSHEAR CEMETERY ASSOC.
 TEXANA CENTER



Item 6.4:

Final PUD Plan

Site Conditions (Existing)

EXISTING SITE CONDITIONS

The sites are relatively flat, naturally draining to the existing ditch at Wallis Street and to the Union Chapel Branch stream serving as the boundary between the Fulshear Cemetery and the Thrive Church properties, (Re. Exhibit R - Existing Natural Drainage Pattern). The properties are not served by city utilities at this time. Sewer and water service are in the planning process for the City and are anticipated to be available for the initial phase of site development.

Combined the properties total 30.22 acres, described as follows:

A. Fulshear Cemetery – 9.78 acres parcel of land including six plus acres of the Mexican Land Grant acquired in 1824 the “Old 300” colonist Churchill Fulshear, Sr. and donated to the Methodist Episcopal Church in 1851. The parcel is comprised of three tracts. Tract 1 – All of a called 6.176 acre parcel described in the deed recorded in volume 922, page 509 Fort Bend County Deed Records. Tract 2 – All of a called 2.3 acre parcel described in Volume 896, page 761 Fort Bend County Deed Records. Tract 3 – All of a parcel containing 1.3 acres set aside as a public cemetery by Churchill, Fulshear et al.

B. Texana Center–14.44 acres tract of land in the Churchill Fulshear League, Abstract No. 29, City of Fulshear, Fort Bend County, Texas, being that certain called 14.456 acres tract recorded under County Clerk's File Number 2005099822, Official Public Records, Fort Bend County, Texas; Fort Bend County, Texas.

C. Thrive Church–A 6.00 acres tract of land being out of a called 44.512 acres tract of land conveyed to Grandes Ricos, L.L.C., as recorded under Fort Bend County clerk’s file Number 2015091411, situated in the Churchill Fulshear League, Abstract no.29, Fort Bend County, Texas.

Item 6.5:
Final PUD Plan
Concept Plan

CONCEPT PLANS

A. Fulshear Cemetery Association Property is currently in use as a cemetery and will remain so. The Texana Center and the Thrive Church proposed development are presented in attached documents:

B. Texana Center:

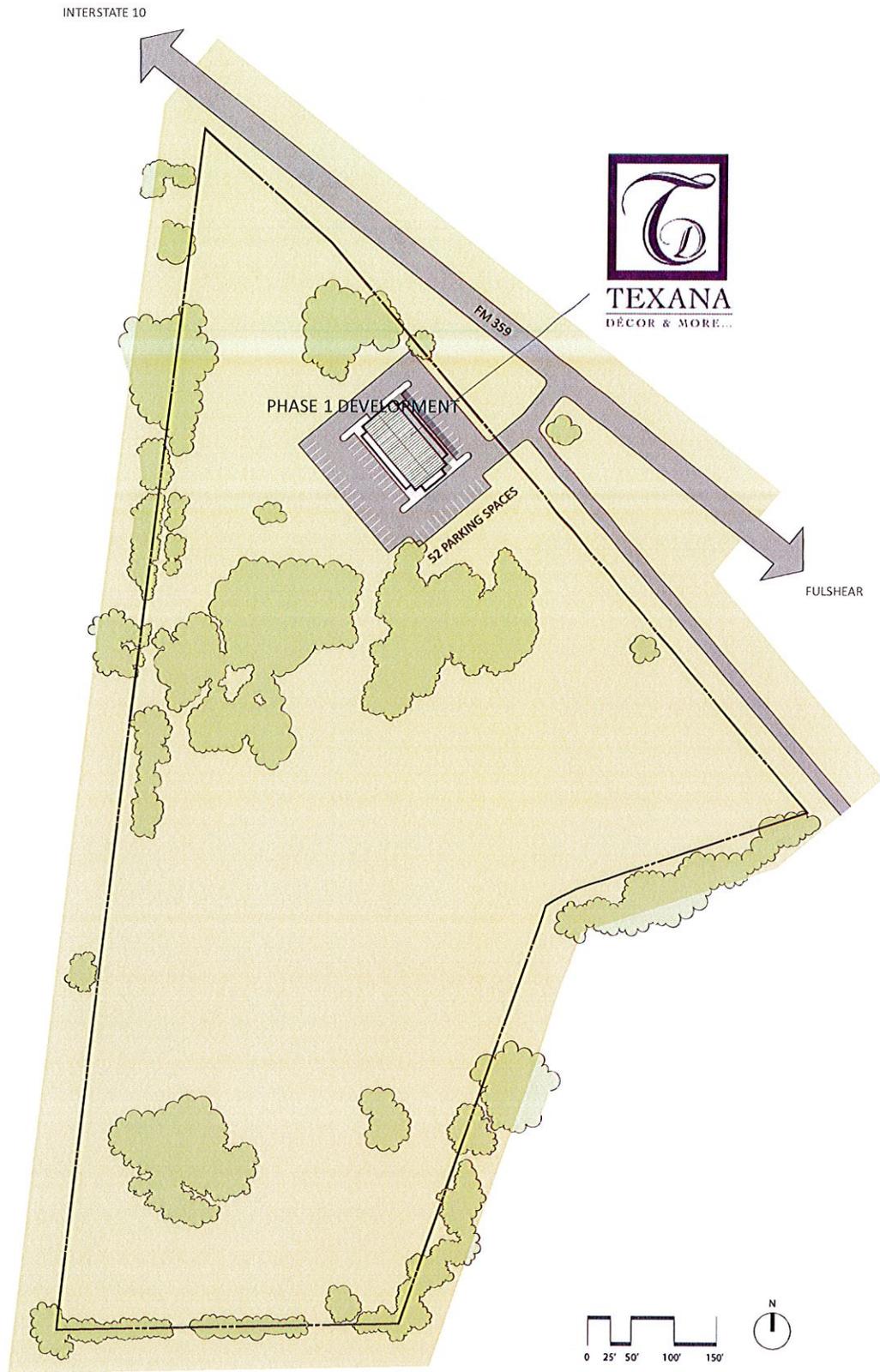
1. The development is a Regional Center for Texana Center, a 501(c)3, not-for-profit organization that provides behavioral healthcare and developmental disabilities services to residents of a six county area that includes Austin, Colorado, Fort Bend, Matagorda, Waller and Wharton Counties.
2. Phased Development Plans (re: EXHIBIT L – Texana Phasing Plan, EXHIBIT M – Exterior Elevation Study and EXHIBIT N – Texana Renderings)
3. The proposed structures are one story, masonry clad buildings using two colors of brick and cast stone. The sloped roof areas and canopy structures are to be standing seam metal roof panels.
4. No variances from applicable existing City of Fulshear ordinances and/or other development requirements are being requested at this time.
5. The site development is planned to preserve the stands of mature trees scattered though out the site.
6. The developed areas of the site will be extensively landscaped.
7. Sewer and water service are in the planning process for the City. Locations for connection to and extension of City utility lines by the developer will be made available for the initial phase of site development.
8. Detention shall be provided in accordance with the requirements of the Fort Bend County Flood Control District. Total development of the site will add approximately 215 KSF of impervious area resulting in on-site detention of 10.5 - 11.5 AC/FT. Detention will be phased with the development of the site.

C. Thrive Church (re: EXHIBIT O – Thrive Site Plan w/ Phasing, EXHIBIT P – Thrive Exterior Elevations and EXHIBIT Q – Thrive Rendering)

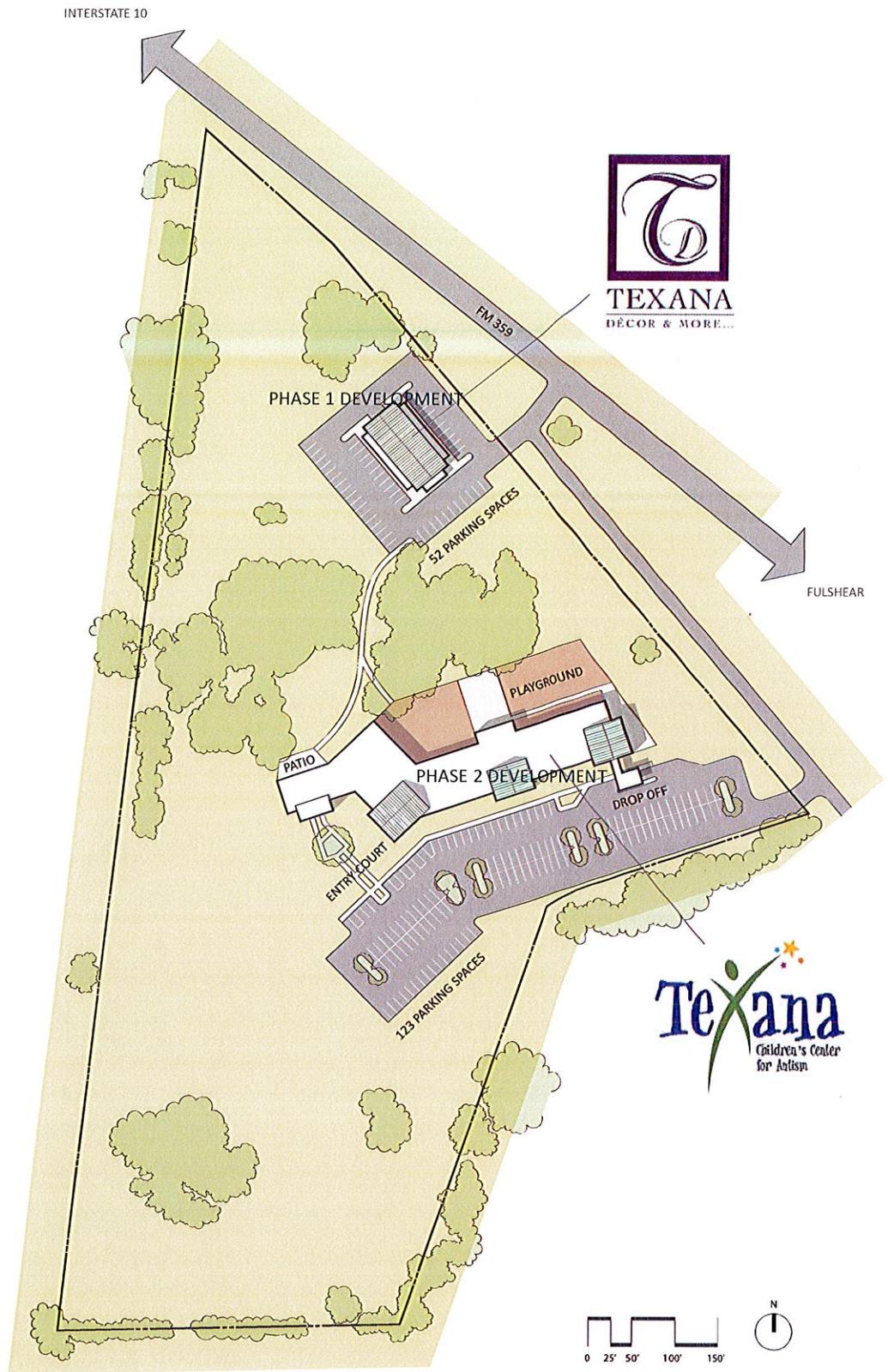
1. Initial Construction is a single story, multipurpose building with parking and associated landscaping and site development.
2. Phase 1 expansion is proposed to be a Children’s Building with additional parking.

3. Phase 2 expansion proposed to be a 550 seat worship center and administrative center.
4. Variances requested as part of this P.U.D. application include:
 - i. Thrive Church intends to comply with exterior vertical and horizontal articulation and materials standards on the front facade and the southeast facade of the Phase 1 structure.
 - ii. The Church is requesting the following items to be considered as part of the PUD application. Thrive Church's current plan allows for expansion on 2 sides of the building. We proposed a series of architectural features that are in line with the modern worship/children's center. These include architectural grade metal panels (ribbed concealed fastener systems found on high end construction worldwide – Berridge or similar materials), seamed standing seam panel on exterior of the building mixed with brick, stone or split faced architectural block. These panels will comprise approximately 30% of the front and side facade, and 80% of the back and north side of the building that are subject expansion. These materials will be removed and replaced upon start of Phases 1a and 2.
 - iii. The front facade of the building will meet or exceed the vertical and horizontal articulation required by the City of Fulshear zoning code. Rear and side elevations will be designed for easy expansion at a reasonable price for the Church. Percentages of each material used are in the process of being determined and turned into City of Fulshear staff for review and comment. We anticipate 30% materials that are not compliant with the current zoning ordinances.
 - iv. Parking Lots: Front and side parking lots will be asphaltic concrete pavements (hot-mix). Rear parking areas will be limestone with an asphaltic emulsion and a 2 - course asphalt topping. Parking requirements for each phase will meet or exceed City of Fulshear requirements for a place of worship.
 - v. Landscape and irrigation systems - The Church will comply with the landscape ordinances in the front yard side of the building and will be in compliance with the landscape ordinances in these areas. The front facade, street side and Fulshear town side of the building will comply with landscape and irrigation ordinances. The Church desires to not provide landscaping along the sides of the building that will be in the phase 1A and Phase 2 additions. Upon completion of those phases, landscaping areas will be included to meet City requirements at the completion of each phase.
 - vi. Temporary space: Thrive Church needs the ability to utilize portable buildings which will be located BEHIND the new building to facilitate the construction of future facilities. These structures will be screened as to not be seen from Wallis Road. The current plan is to request a maximum of 3 of these structures for no more than 2 years
 - vii. Thrive Church will comply with the "Dark Skies" initiative as outlined in the Fulshear City Code.

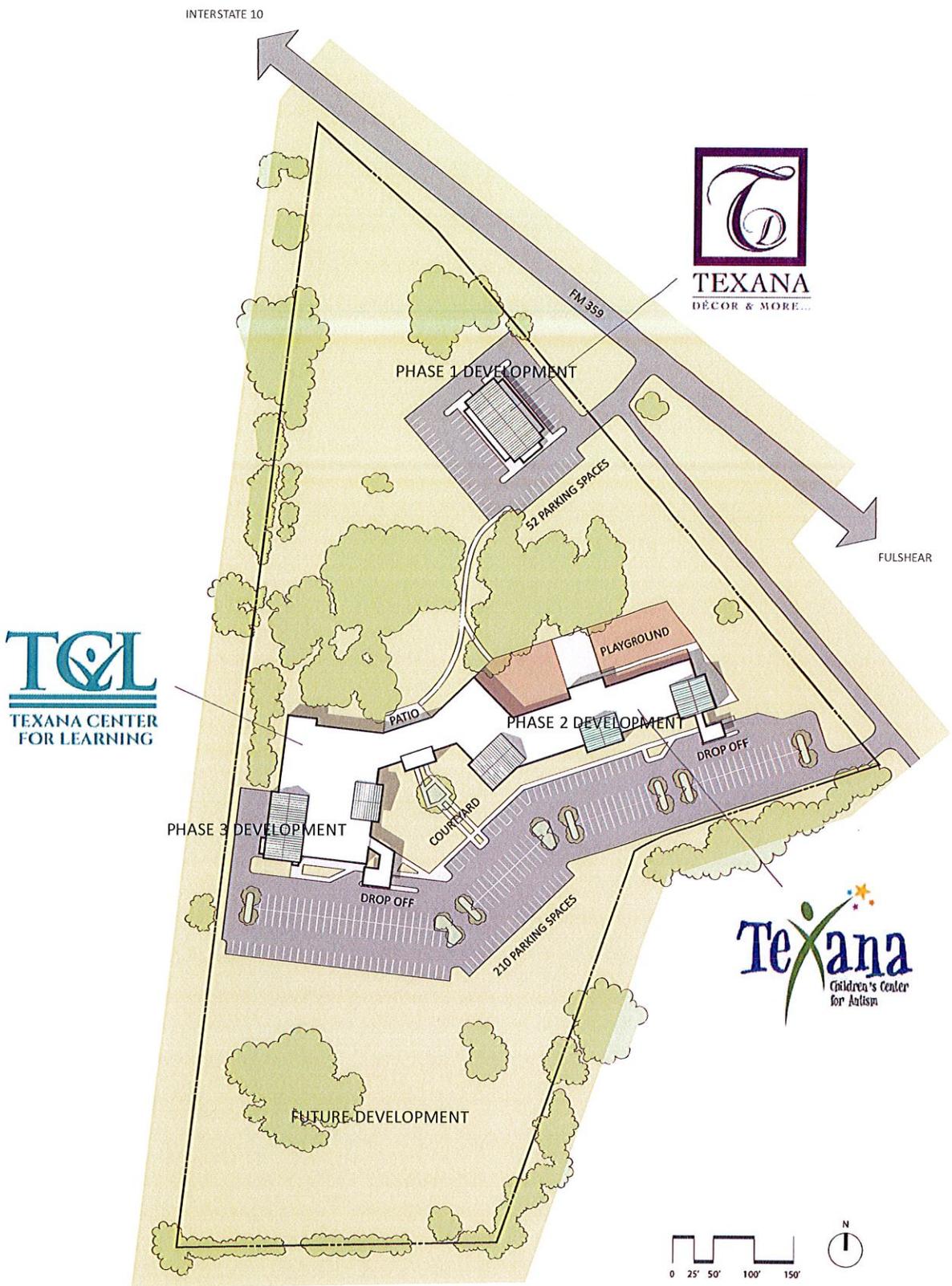
- viii. Thrive Church's plans are compliant with 2015 Building Codes as adopted by the City of Fulshear and the 2015 International Energy code.
- 5. It is anticipated that Thrive Church will extend a minimum 8" sewer main and a 6" water main at least 1200 feet to the Thrive project site. An existing survey and locations have been coordinated with the City of Fulshear. Elevation surveys of the existing ROW will be conducted for flow information for the proposed sewer improvements. Coordination or feasibility of continuation of utilities beyond the Thrive property have not been finalized. It is anticipated that utility extensions will be performed prior to completion of the Thrive Church project prior to December of 2018.
- 6. The Thrive portion of the site shows drainage to the western portions of the property (Re., Exhibit R above). There is a wet weather creek at this location. Proposed site retention/detention is shown on Exhibit O - Attached. The current topography will be retained. The current Thrive tract is not in a flood zone.



COMPREHENSIVE SITE DEVELOPMENT
TEXANA CENTER AT FULSHEAR

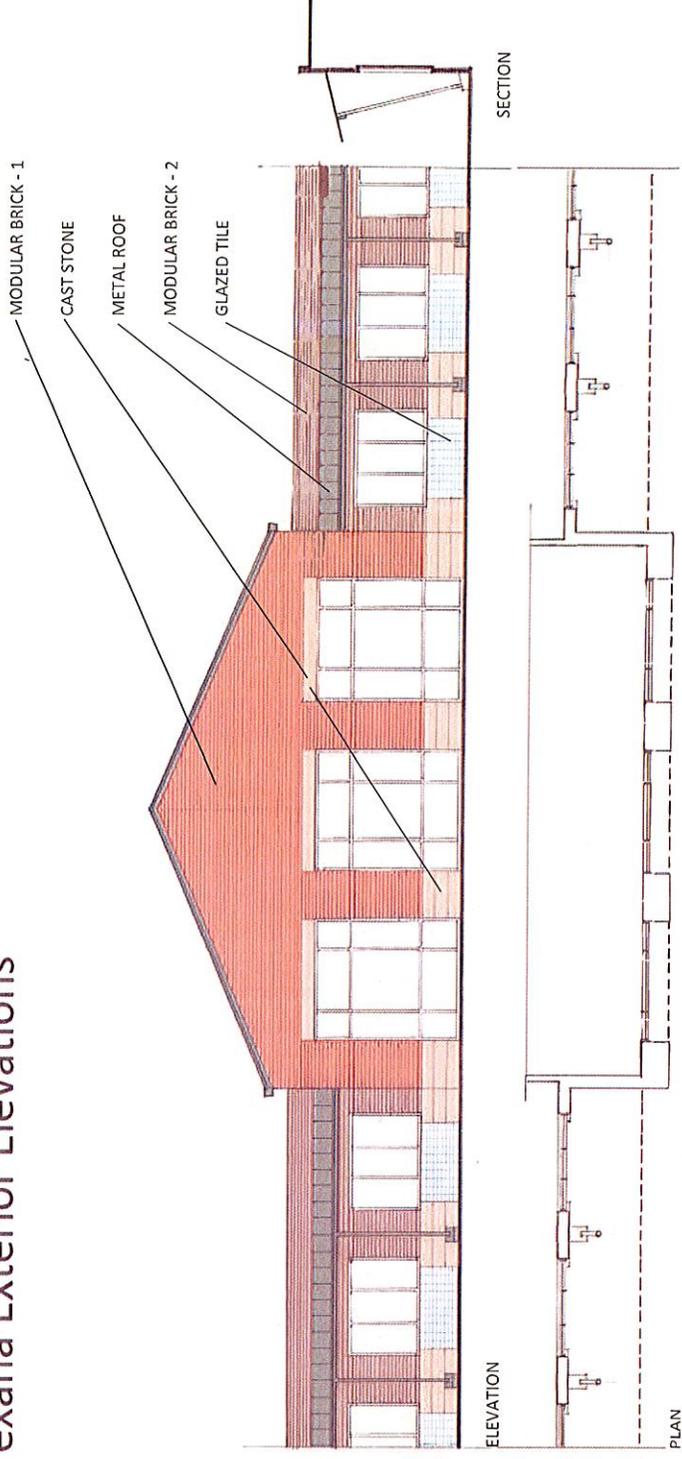


COMPREHENSIVE SITE DEVELOPMENT
TEXANA CENTER AT FULSHEAR



COMPREHENSIVE SITE DEVELOPMENT
TEXANA CENTER AT FULSHEAR

Exhibit M, Texana Exterior Elevations

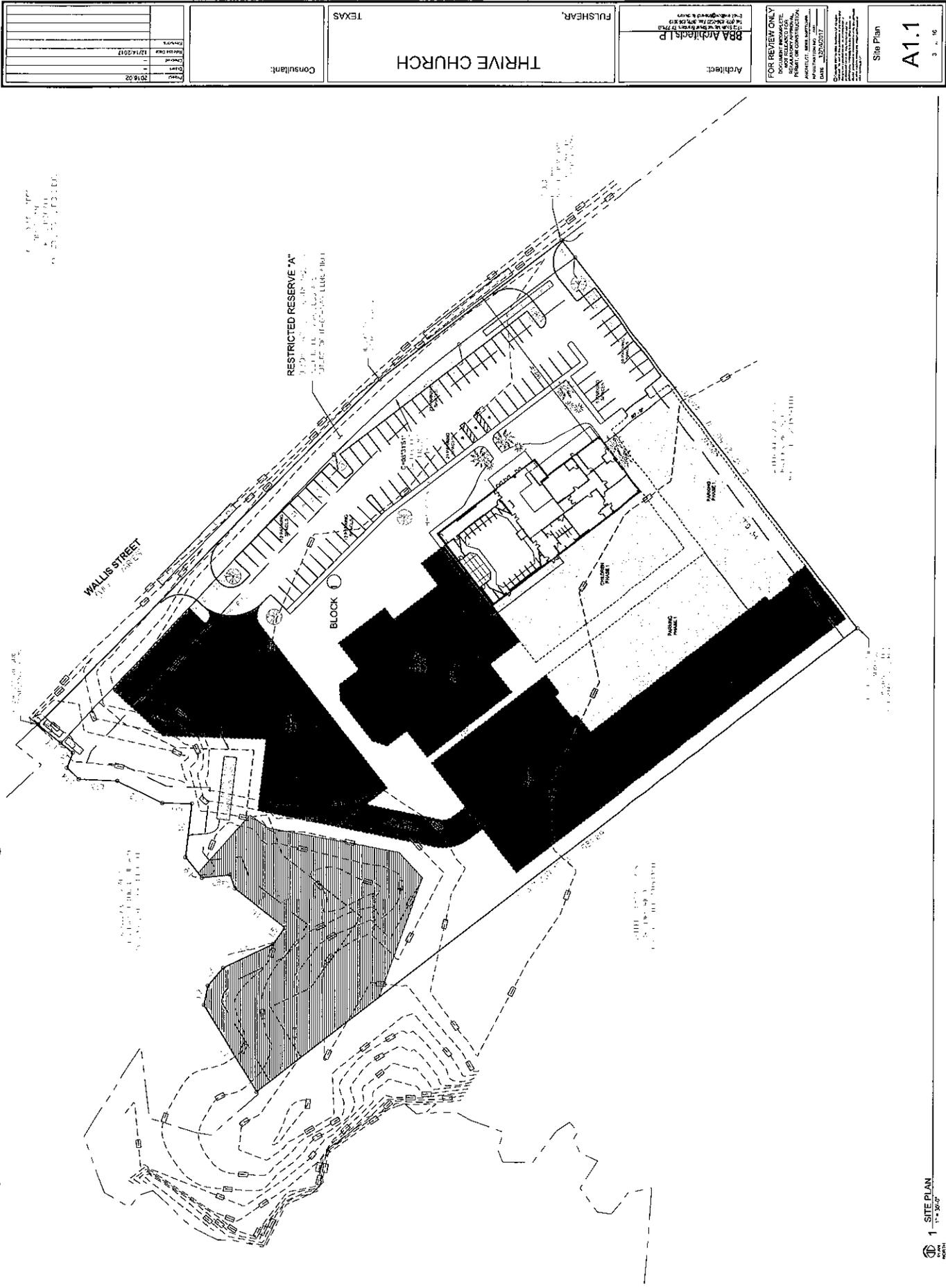


TEXANA CENTER EXTERIOR ELEVATION STUDY

Exhibit N, Texana Center Rendering



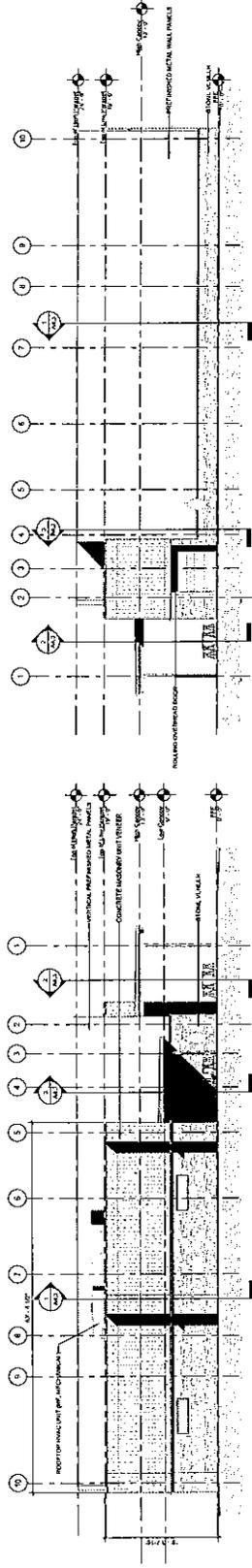
Exhibit O, Thrive Church Site Plan with Phasing



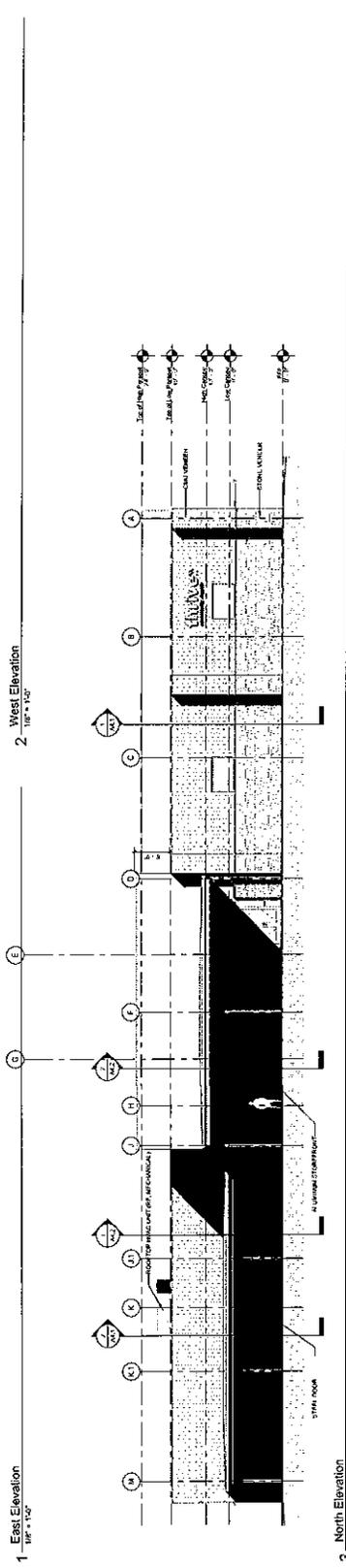
<table border="1"> <tr><td>Project</td><td>2016.02</td></tr> <tr><td>Date</td><td></td></tr> <tr><td>Drawn</td><td></td></tr> <tr><td>Checked</td><td></td></tr> <tr><td>Scale</td><td>1/4" = 1'-0"</td></tr> <tr><td>Sheet No.</td><td>10174-2016</td></tr> <tr><td>Revision</td><td></td></tr> </table>	Project	2016.02	Date		Drawn		Checked		Scale	1/4" = 1'-0"	Sheet No.	10174-2016	Revision		Consultant: 	THRIVE CHURCH TEXAS	PULSHEAR, Architect: BBA Architects LP 1311 West Loop South, Suite 100 Dallas, Texas 75240 Phone: (214) 760-1000 Fax: (214) 760-1001 Email: info@bbaarchitects.com	FOR REVIEW ONLY THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE SIGNATURE OF THE ARCHITECT ARCHITECT: BBA ARCHITECTS LP ARCHITECTURE NO. 2016-02 DATE: 02/15/2016	Site Plan A1.1 3 of 16
Project	2016.02																		
Date																			
Drawn																			
Checked																			
Scale	1/4" = 1'-0"																		
Sheet No.	10174-2016																		
Revision																			

Exhibit P, Thrive Exterior Elevations

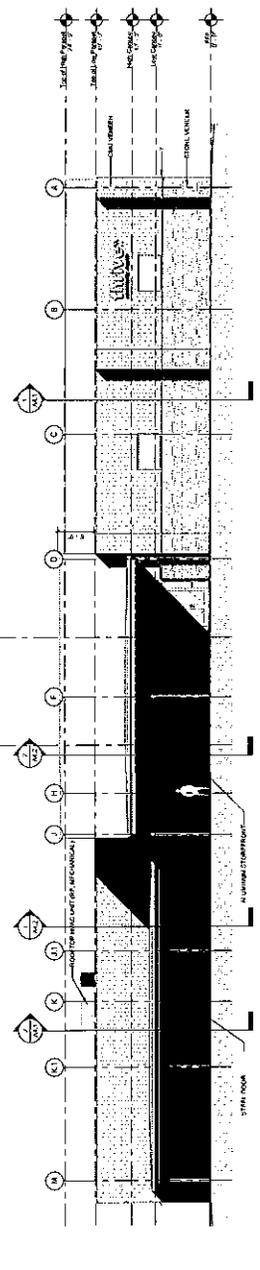
<p>Project: 2018.02</p> <p>Phase: 1</p> <p>Client: TRIVE CHURCH</p> <p>Location: TEXAS</p> <p>Consultant:</p>	<p>Architect:</p> <p>BBA Architects LP</p> <p>1211 S. GARDNER ST. SUITE 100</p> <p>IRVING, TX 75039</p> <p>PH: 972.251.1111</p> <p>WWW.BBAARCHITECTS.COM</p>	<p>FOR REVIEW ONLY</p> <p>DO NOT SCALE</p> <p>THIS DRAWING IS THE PROPERTY OF BBA ARCHITECTS LP</p> <p>IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED</p> <p>NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM</p> <p>DATE: 02/20/17</p>	<p>Elevations</p> <p>A3.1</p> <p>5 of 18</p>
---	--	--	---



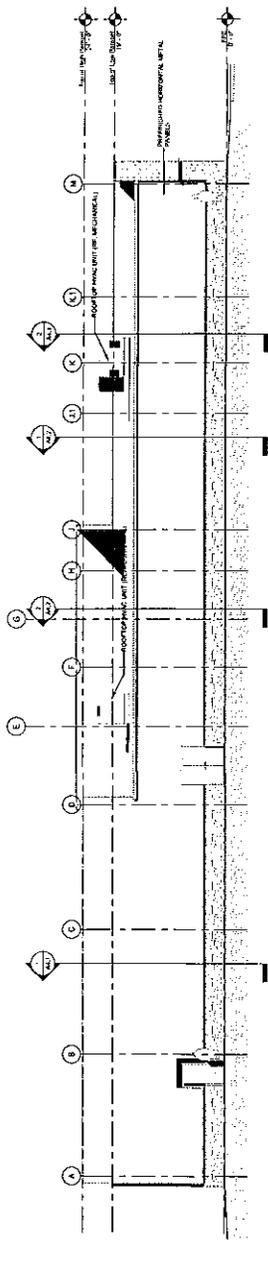
1 East Elevation
1/8" = 1'-0"



2 West Elevation
1/8" = 1'-0"

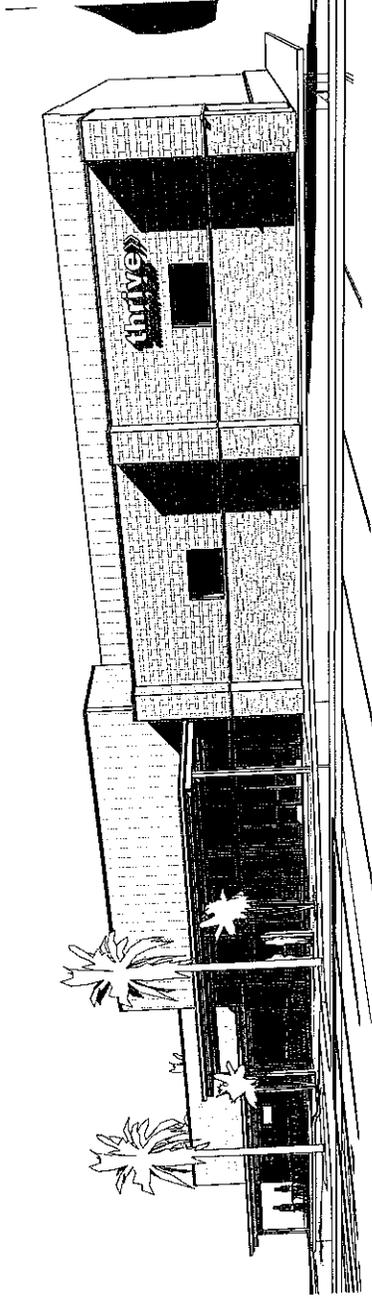


3 North Elevation
1/8" = 1'-0"



4 South Elevation
1/8" = 1'-0"

Exhibit Q, Thrive Church Rendering



Item 6.6:

Final PUD Plan

Development Overview Report

DEVELOPMENT OVERVIEW REPORT

- A. Total Acreage: 30.22 acres.
- B. Acreage devoted to various categories of land use:
 - 1. Fulshear Cemetery – 9.78 acres
 - 2. Texana Center – 14.44 acres. Proposed land uses include:
 - a. Programs for children and teens with autism and/or intellectual disabilities
 - b. A new transformational “Center for Learning” for adults with autism and/or intellectual disabilities.
 - c. Retail training center and café to be used as a job skills training site.
 - d. Administrative facilities
 - e. Outdoor playgrounds and recreation areas.
 - f. Licensed child care center
 - g. Residential for persons with intellectual disabilities or autism and/or on-site residential caretakers.
 - 3. Thrive Church – 6.00 acres. Proposed land uses include:
 - a. Worship and related support facilities
 - b. Religious education
 - c. Sports fields
 - d. Community Center
 - e. Mother’s Day Out/Childcare facility
 - f. Retail bookstore
- C. Number and type of dwelling units: not applicable
- D. Description of projected service areas:
 - 1. Fulshear Cemetery: community
 - 2. Texana Center: regional
 - 3. Thrive Church: Community
- E. No private streets are proposed. Wallis Street is a public street at this time and it is anticipated that the City of Fulshear will be improving this roadway in the near future.
- F. Variances from applicable existing City of Fulshear ordinances and/or other development requirements being requested at this time are detailed in Concept Plans, items B.4 and C.4 as presented.

Item 6.7:
Final PUD Plan
Development Schedule

DEVELOPMENT SCHEDULE

- A. Fulshear Cemetery: continuing.
- B. Texana Center: construction of Phase 1 is planned to commence in the first quarter of 2018. The schedule for future phases is dependent on fundraising efforts with a goal of undertaking Phase 2 within two years.
- C. Thrive Church: planned construction start of February 2018.
 - 1. Phase 1:
 - New 300 Seat Worship Center
 - Children's Area
 - Gathering area/coffee bar and restrooms
 - Exterior gathering space/cover
 - Parking areas for up to 140 cars
 - Temporary Children's overflow - (2 temporary structures) Duration of no longer than two years
 - Temporary offices (1 temporary office structure) - Duration of no longer than two years
 - Extend public utilities to the project site
 - 2. Phase 1a:
 - Timeline - 3-5 years from date of this application (2021-2023)
 - Expansion of Sanctuary to 425 seats
 - Outdoor sports court
 - 3. Future: 5 -7 years (2023-2025) Phase 2:
 - Temporary buildings for office/children during expansion
 - Church or Ministry outreach offices
 - New 600 seat worship center (15,500 sf)
 - Conversion of current worship space to youth/children's space
 - Gathering/public area between current building and future building
 - Bookstore (retail)
 - Future Food Service (coffee/shop drop-in bistro)
 - Sports fields/community center
 - Phase 2 parking for 150 additional cars
 - On-campus child care/mother's day out facility (Weekday)

ORDINANCE 2018-1268

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FULSHEAR, TEXAS, ADOPTED IN THE CITY OF FULSHEAR TEXAS ZONING CODE, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 30.22 ACRES OF LAND OUT OF THE CHURCHILL FULSHEAR LEAGUE IN FORT BEND COUNTY, TEXAS, AS WALLIS STREET PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas, has recently received an application to rezone 30.22 acres of land out of the Churchill Fulshear League in Fort Bend County, Texas, being more fully described in Exhibit "A" (the "Property,") attached hereto and incorporated herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the rezoning of the Property on the 19th day of January, 2018, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be rezoned as WALLIS STREET Planned Unit Development (PUD); and

WHEREAS, on the 6th day of February, 2018, after proper notification, the City Council held a public hearing on the proposed rezoning; and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community; and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, Sections 1-227 and 1-278, City of Fulshear Code of Ordinances, Appendix A, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. That the City Council has hereby determined the WALLIS STREET Planned Unit Development (PUD) meets the following goals and objectives:

- (1) The development in WALLIS STREET PUD is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) WALLIS STREET PUD is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) WALLIS STREET PUD does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) WALLIS STREET PUD will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) WALLIS STREET PUD will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

Section 3. The Official Zoning Map of the City of Fulshear, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A," attached hereto and incorporated herein shall be, and is hereafter designated as, WALLIS STREET PUD, and that the PUD Terms and Conditions for the WALLIS STREET PUD, attached hereto as Exhibit "B," which agreement shall govern the development and use of said property.

Section 4. Remedy. Failure to comply with this Ordinance on the PUD requirement as shown on Exhibit B shall be cause for the City to revoke the Certificate of Occupancy of their church, (if the violations occurs within the Thrive approx.. 6 acre site) or of Texana (if the violation occurs within the Texana's approx.. 14.44 acre site).

Section 5. Assignment. The rights granted by the PUD run with the land.

Section 6. Effective Date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED this the ____ day of _____,
2018.

Jeff W. Roberts, Mayor
City of Fulshear, Texas

ATTEST:

D. Gordon Offord, City Secretary

EXHIBIT B – PUD TERMS & CONDITIONS

DEVELOPMENT OVERVIEW REPORT

- A. Total Acreage: 30.22 acres.
- B. Acreage devoted to various categories of land use:
 - 1. Fulshear Cemetery – 9.78 acres
 - 2. Texana Center – 14.44 acres. Land uses include:
 - a. Programs for children and teens with autism or intellectual disabilities or both
 - b. A new transformational “Center for Learning” for adults with autism or intellectual disabilities or both
 - c. Retail training center and café to be used as a job skills training site.
 - d. Administrative facilities
 - e. Outdoor playgrounds and recreation areas.
 - f. Licensed child care center
 - g. Residential for persons with intellectual disabilities or autism or on-site residential caretakers or both
 - 3. Thrive Church – 6.00 acres. Land uses include:
 - a. Worship and related support facilities
 - b. Religious education
 - c. Sports fields
 - d. Community Center
 - e. Mother’s Day Out/Childcare facility
 - f. Retail bookstore
- C. Number and type of dwelling units: not applicable
- D. Description of projected service areas:
 - 1. Fulshear Cemetery: community
 - 2. Texana Center: regional
 - 3. Thrive Church: Community
- E. No private streets are proposed. Wallis Street is a public street and it is anticipated that the City of Fulshear will be improving this roadway in the near future.
- F. Variances from applicable existing City of Fulshear ordinances or other development requirements being requested at this time are detailed in Concept Plans, items B.4 and C.4.
- G. Unless Building Permits are issued within 3 (three) years from date of the passage of the Ordinance granting this PUD for either Texana or Thrive Church, then this PUD may be declared void by vote of the Fulshear City Council for the applicant that has not been granted a building permit.

EXHIBIT B – PUD TERMS & CONDITIONS

CONCEPT PLANS

A. Fulshear Cemetery Association Property is currently in use as a cemetery and will remain so. The Texana Center and the Thrive Church proposed development are presented in attached documents:

B. Texana Center:

1. The development is a Regional Center for Texana Center, a 501(c)3, not-for-profit organization that provides behavioral healthcare and developmental disabilities services to residents of a six-county area that includes Austin, Colorado, Fort Bend, Matagorda, Waller and Wharton Counties.
2. Phased Development Plans
3. The proposed structures shall be one story, masonry clad buildings using two colors of brick and cast stone. The sloped roof areas and canopy structures shall be standing seam metal roof panels.
4. No variances from applicable existing City of Fulshear ordinances or other development requirements are granted.
5. Site development shall preserve the stands of mature trees scattered throughout the site.
6. The developed areas of the site shall be extensively landscaped.
7. Locations for connection to and extension of City utility lines by the developer will be made available for the initial phase of site development at developer's cost and the City may request and pay for oversizing of these facilities
8. Detention shall be provided in accordance with the requirements of the Fort Bend County Flood Control District. Total development of the site will add approximately 215 KSF of impervious area resulting in on-site detention of 10.5 – 11.5 AC/FT. Detention will be phased with the development of the site.

C. Thrive Church

1. Initial construction shall be a single story, multipurpose building with parking and associated landscaping and site development.
2. Phase 1 expansion shall be a Children's Building with additional parking.
3. Phase 2 expansion proposed to be a 550-seat worship center and administrative center.
4. Variances granted as part of this P.U.D. application include:
 - i. Thrive Church shall comply with exterior vertical and horizontal articulation and materials standards on the front facade and the southeast facade of the Phase 1 structure.
 - ii. Thrive Church's current plan allows for expansion on 2 sides of the building. Thrive Church shall install a series of architectural features that are in line with the modern worship/children's center. These include architectural grade metal panels (ribbed concealed fastener systems found on high end construction worldwide – Berridge or similar materials), seamed standing seam panel on exterior of the building mixed with brick, stone or split faced architectural block. These panels will comprise at least 30% of the front and side facade, and 80% of the back and north side of the building that

are subject expansion. These materials will be removed and replaced upon start of Phases 1a and 2 within 5 years of issuance of the Certificate of Occupancy.

- iii. The front facade of the building will meet or exceed the vertical and horizontal articulation required by the City of Fulshear zoning code. Rear and side elevation materials that are not compliant with the current zoning ordinances will not exceed 30% of the square footage of said elevations and must be made compliant within 5 years of issuance of the Certificate of Occupancy
 - iv. Parking Lots: Front and side parking lots will be asphaltic concrete pavements (hot-mix). Rear parking areas will be crushed granite or limestone with an asphaltic emulsion and a 2 - course asphalt topping. Parking requirements for each phase shall meet or exceed City of Fulshear requirements for a place of worship. Within ten (10) years from the granting of the Certificate of Occupancy for this Church all parking lots shall be reconstructed to be concrete only.
 - v. Landscape and irrigation systems: The Church shall comply with the landscape ordinances in the front yard of the building. The front facade, street side and Fulshear town side of the building shall comply with landscape and irrigation ordinances. The Church is not required to provide landscaping along the sides of the building that will be in the Phase 1A and Phase 2 additions. Upon completion of those phases, landscaping areas will be included to meet City requirements at the completion of each phase.
 - vi. Temporary space: Thrive Church shall be permitted to utilize portable buildings which will be located BEHIND the new building to facilitate the construction of future facilities. These structures will be screened as to not be seen from Wallis Road. The current plan is to request a maximum of 3 temporary buildings for no more than 3 years from the date of the issuance of the Certificate of Occupancy for buildings constructed in Phase 1 and Phase 2.
5. Thrive Church shall extend a minimum 8" sewer main and a 6" water main at least 1200 feet to the Thrive project site. Elevation surveys of the existing ROW will be conducted for flow information for the proposed sewer improvements. It is anticipated that utility extensions will be performed prior to completion of the Thrive Church project prior to December of 2018. The City specifically reserves the right to request and pay for oversizing of facilities as referenced in this paragraph.
 6. The Thrive portion of the site shows drainage to the western portions of the property. There is a wet weather creek at this location. Proposed site retention/detention will be built and the current topography will be retained. The current Thrive tract is not in a flood zone.

EXHIBIT B – PUD TERMS & CONDITIONS

DEVELOPMENT SCHEDULE

- A. Fulshear Cemetery: continuing operation as a cemetery

- B. Texana Center: construction of Phase 1 shall commence in the first quarter of 2018. The schedule for future phases is dependent on fundraising efforts with a goal of undertaking Phase 2 within two years.

- C. Thrive Church: planned construction start of Q1 2018.
 - 1. Phase 1:
 - New 300 Seat Worship Center
 - Children’s Area
 - Gathering area/coffee bar and restrooms
 - Exterior gathering space/cover
 - Parking areas for up to 140 cars
 - Temporary Children’s overflow - (2 temporary structures) Duration of no longer than three years from the date of the issuance of the Certificate of Occupancy
 - Temporary offices (1 temporary office structure) - Duration of no longer than three years from the date of the issuance of the Certificate of Occupancy
 - Extend public utilities to the project site
 - 2. Phase 1a:
 - Timeline - 2021-2023
 - Expansion of Sanctuary to 425 seats
 - Outdoor sports court
 - 3. Phase 2:
 - Future: 5 -7 years (2023-2025)
 - Temporary Children’s/Office overflow - (3 temporary structures) Duration of no longer than three years from the date of the issuance of the Certificate of Occupancy Church or Ministry outreach offices
 - New 600 seat worship center (15,500 sf)
 - Conversion of current worship space to youth/children’s space
 - Gathering/public area between current building and future building
 - Bookstore (retail)
 - Future Food Service (coffee/shop drop-in bistro)
 - Sports fields/community center
 - Phase 2 parking for 150 additional cars
 - On-campus child care/mother’s day out facility (Weekday)

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	February 6, 2018	AGENDA ITEM:	E
DATE SUBMITTED:	January 31, 2018	DEPARTMENT:	Planning and Development
PREPARED BY:	Brant Gary, Executive Director of Planning and Development	PRESENTER:	Brant Gary, Executive Director of Planning and Development
SUBJECT:	Consideration and possible action with presentation by Verdunity, Inc. regarding impact of past, present, and future development on revenues and service costs to the City of Fulshear (to include development agreements and rebate terms)		
ATTACHMENTS:	N/A		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

For some time now, the City has been simultaneously working to plan for future growth, meet the current expectations for service delivery, and work with our partners at some of the “in-City” MUDs concerning possible revisions to our current agreements. It is evident that everyone involved recognizes a benefit in working together and exploring alternatives to the current approach. One of Council’s goals in moving this process forward was to provide a more complete understanding/presentation of the underlying principles the City feels are important regarding any proposed changes. In other words, what is the basis for the City’s position in this matter?

In order to accomplish this, it was determined that the City needs to truly establish WHY the agreements need to be revisited and what should the City consider when approaching development in the future. As a result, it was necessary to start from the ground up in establishing the City’s responsibilities to the citizens relative to the City’s infrastructure and delivery of services. With that information, it is both feasible and necessary to assess how the current development agreements affect those responsibilities.

To accomplish this, the City engaged Verdunity, Inc. to provide an analysis and recommendations for its overall approach to development activity and service delivery. This analysis would provide the basis for quantifying those responsibilities city-wide and why it will be mutually beneficial for the agreements to be revised. Furthermore, this analysis begins the conversation as to what direction the City should take for securing its financial position to meet its responsibilities and facilitate quality development.

This presentation will provide Council an opportunity to ask any questions and provide feedback regarding the presentation and next steps. City staff would be able to incorporate any changes or additional information needed and would also like to provide this presentation to the public and present this to the respective MUD Boards so the dialogue can continue.

EXECUTIVE SUMMARY

While City Staff has no formal recommendations for action, Council action to provide direction to staff and formalize any potential policy decisions on this matter would certainly be appropriate.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	February 6, 2018	AGENDA ITEM:	F
DATE SUBMITTED:	January 31, 2018	DEPARTMENT:	Planning & Development
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante Dir. of Public Works Brant Gary, Exec. Dir. of Planning & Development
SUBJECT:	General (Conceptual) Plan – Polo Ranch		
ATTACHMENTS:	General (Conceptual) Plan Area Map General (Conceptual) Plan Site Data Area Watershed Map Bessie’s Creek Comparative Hydrograph		
EXPENDITURE REQUIRED:			\$0
AMOUNT BUDGETED:			\$0
ACCOUNT:	Development Services		
ADDITIONAL APPROPRIATION REQUIRED:			\$0
ACCOUNT NO:			

EXECUTIVE SUMMARY

In January of 2016, the City of Fulshear, Fulshear Equine and Fulshear Investments (the Landowners), and Johnson Development Services, LLC, entered into a Development Agreement to create a plan for the development of 270.482 acres (the property).

In June of 2017, an amendment to the agreement went before City Council, that removed Johnson Development Services, LLC from the agreement as Johnson Development, LLC had not closed on the property. Development of the project was delayed from the original expectations.

Fort Bend County Municipal Utility District (the District) 174 has been created for the purpose of furnishing water, sanitary sewer, drainage services, roads, parks and recreational facilities to the property.

The agreement allows for the following terms and conditions regarding development in this area:

1. The landowners will sell the property to one or more developers to develop a high quality mixed use community
2. The mixed use will be single family residential dwellings and commercial uses only
3. The landowners will assign its rights obligations and liabilities to the developer(s)
4. The commercial uses must be adjacent to major thoroughfares and the remainder of the property shall be zoned R-2 (residential lot);
5. Open space requirements will decrease proportionately if developer(s) only acquire commercial property (section 3.06 (a) of the agreement)
6. If Developer does not plat 25% of lots within the property, the City can terminate the agreement
7. A Voter trailer can be placed on the property, but must be removed within 3 months provided the District is confirmed, the bonds for the District are authorized, and the initial Board is elected, but in no case not longer than 365 days
8. A General Plan (Concept) as shown in attachment as Exhibit E is the basis for the development
9. Applicable ordinances:
 - a. Comp Plan – 2014-1135
 - b. Major Thoroughfare Plan – 2013-1115, 2014-1141, and 2015-1173
 - c. Masonry Ordinance – 2012-1085;
 - d. Outdoor Lighting Ordinance – 2015-1194 and 2015-1198
 - e. Sign Ordinances – 2012-1071, 2012-1058, 2012-1065, and 2013-1094
 - f. Regional Park Ordinance – 2013-1091; \$450/dwelling unit; land in lieu of fees are an option
 - g. Zoning Ordinance –2012-1069; street side corner min setback = 10’ and no garage to face side street
 - h. Subdivision Ordinance – 2012-1069, 2013-1091, 2014-114, and 2015-1176; minimum lot size = 5,400 SF; 45-foot minimum width at no more than 25% of total lots; non-traditional homes (duplexes, quadraplexes, zero lot line, townhomes, brownstones, patio homes, and other types of non-traditional approved by the City) are allowed at no more than 15% of total acreage
 - i. Most current adopted Building Codes
10. Single Family residential housing units shall not exceed 710; a 10% max variance is allowed by market demands with notice to the City
11. Coordinated effort with City’s Parks and Pathways Master Plan
12. Tree preservation and planting guidelines
13. A Traffic Impact Analysis must be performed prior to development
14. A Utility Agreement for the conveyance of public utilities constructed by the developer

The Landowners have sold to a developer, Century Landholdings of Texas. The Developer has contracted with LJA Engineering to begin the initial phase of development. LJA Engineering has prepared a presentation to introduce the development, Polo Ranch, to the City as a preliminary step to start the plat process.

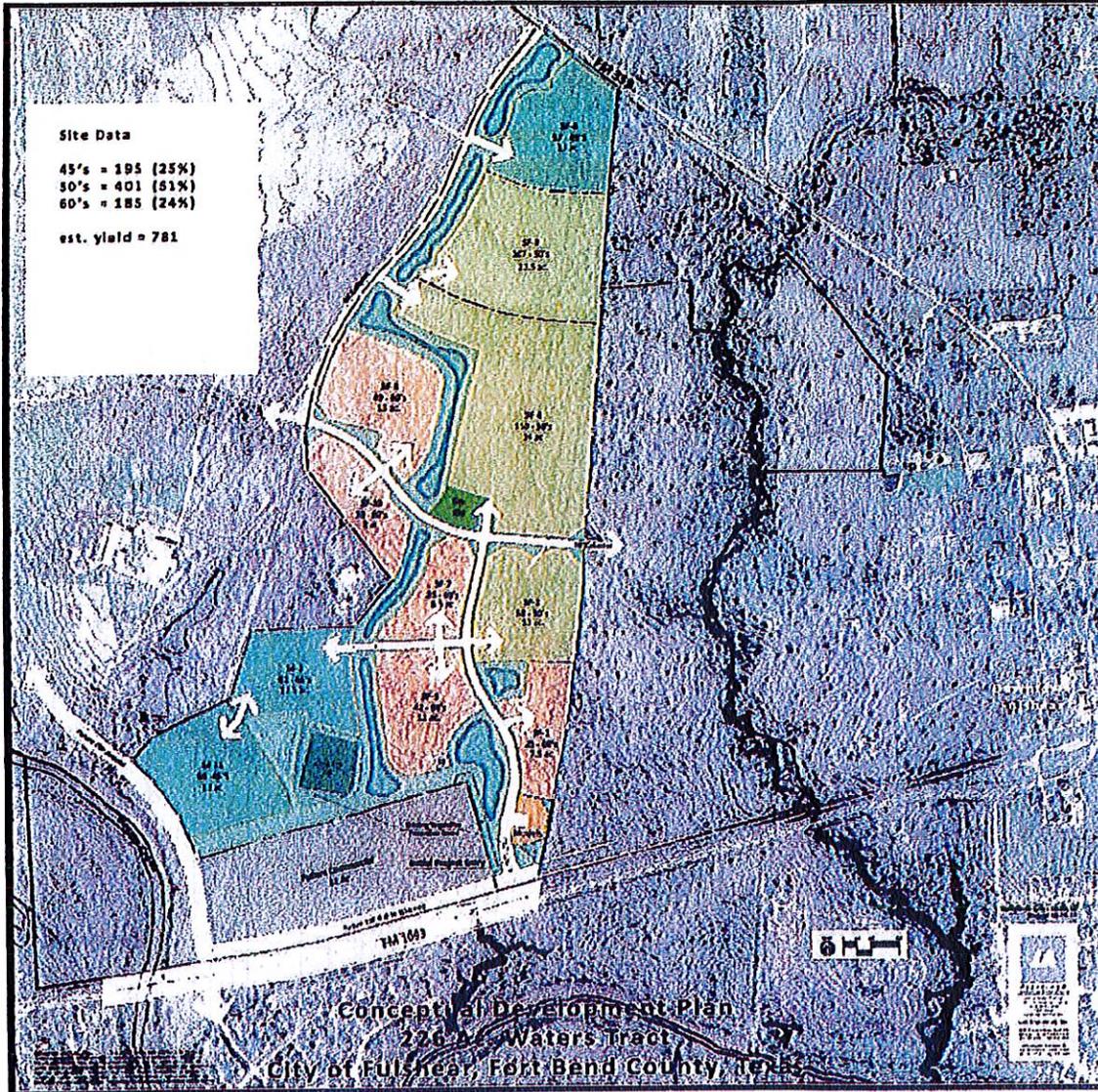
The Drainage Plan for the property has been developed and has been submitted to Fort Bend County Drainage District. The Developer's Engineer has received initial comments and is addressing those comments in anticipation with a follow-up meeting with the Drainage District within the next few weeks. While the City will be receiving the Final Drainage Study and documentation of approval by the Drainage District, the calculations and preliminary information have been provided that show no negative impact to the surrounding areas. In addition, the Developer understands that no construction activity will be permitted until the Drainage Plan has been approved and finalized.

The Development Agreement allows for some flexibility as the property develops. The General Plan as submitted, is preliminary and that changes and/or revisions can be made within Section 2.02 General Plan and Amendments. Any amendments that are contradictory or a variance from the Agreement, must be submitted and approved by the City.

Staff Recommendation

Staff recommends the City Council consider approval of the Plan and provide any comments or recommended changes to the Conceptual Plan and proposed development for the property owned by Century Landowners of Texas.

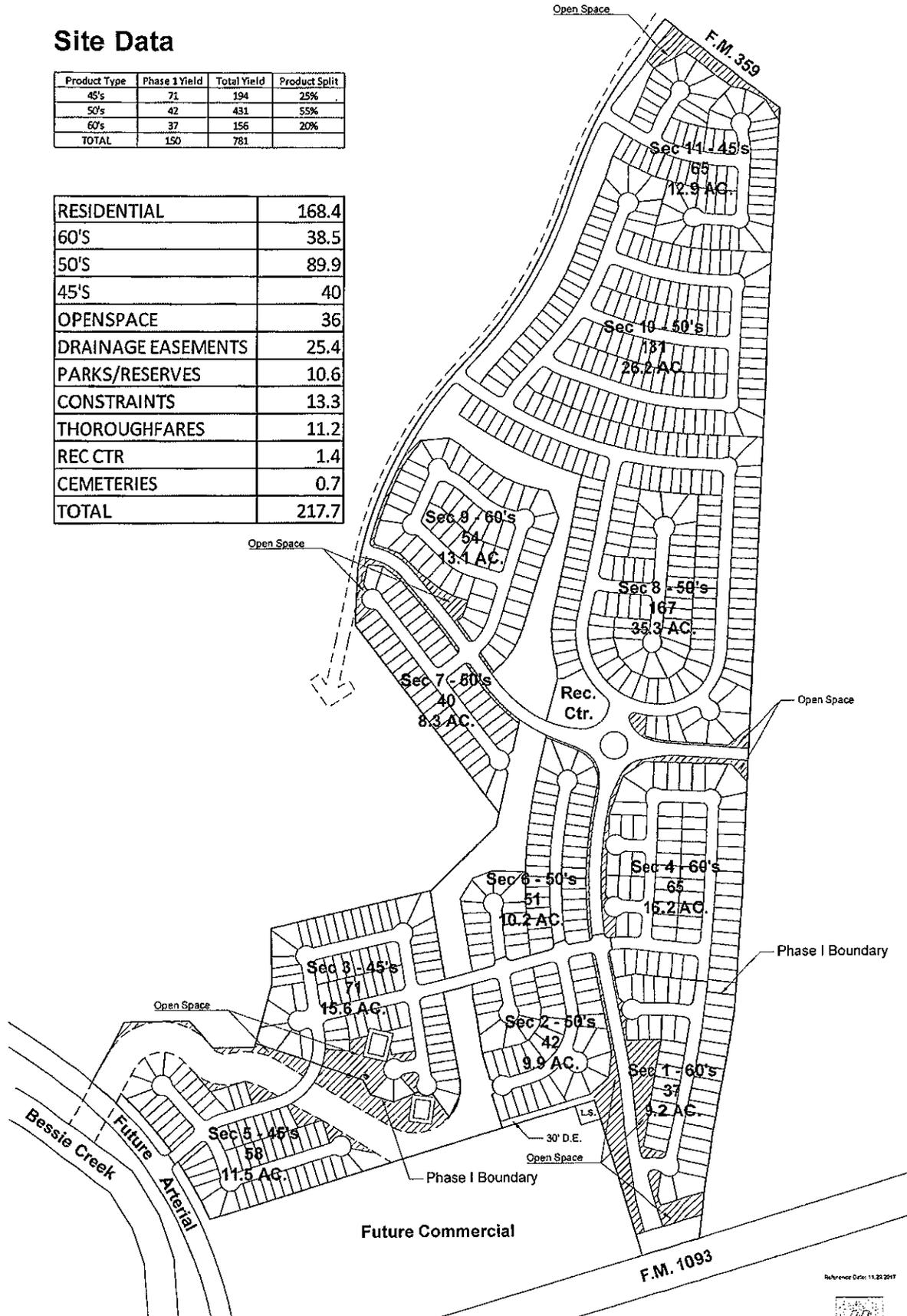
Exhibit E
General Plan



Site Data

Product Type	Phase 1 Yield	Total Yield	Product Split
45's	71	194	25%
50's	42	431	55%
60's	37	156	20%
TOTAL	150	781	

RESIDENTIAL	168.4
60'S	38.5
50'S	89.9
45'S	40
OPENSACE	36
DRAINAGE EASEMENTS	25.4
PARKS/RESERVES	10.6
CONSTRAINTS	13.3
THOROUGHFARES	11.2
REC CTR	1.4
CEMETERIES	0.7
TOTAL	217.7

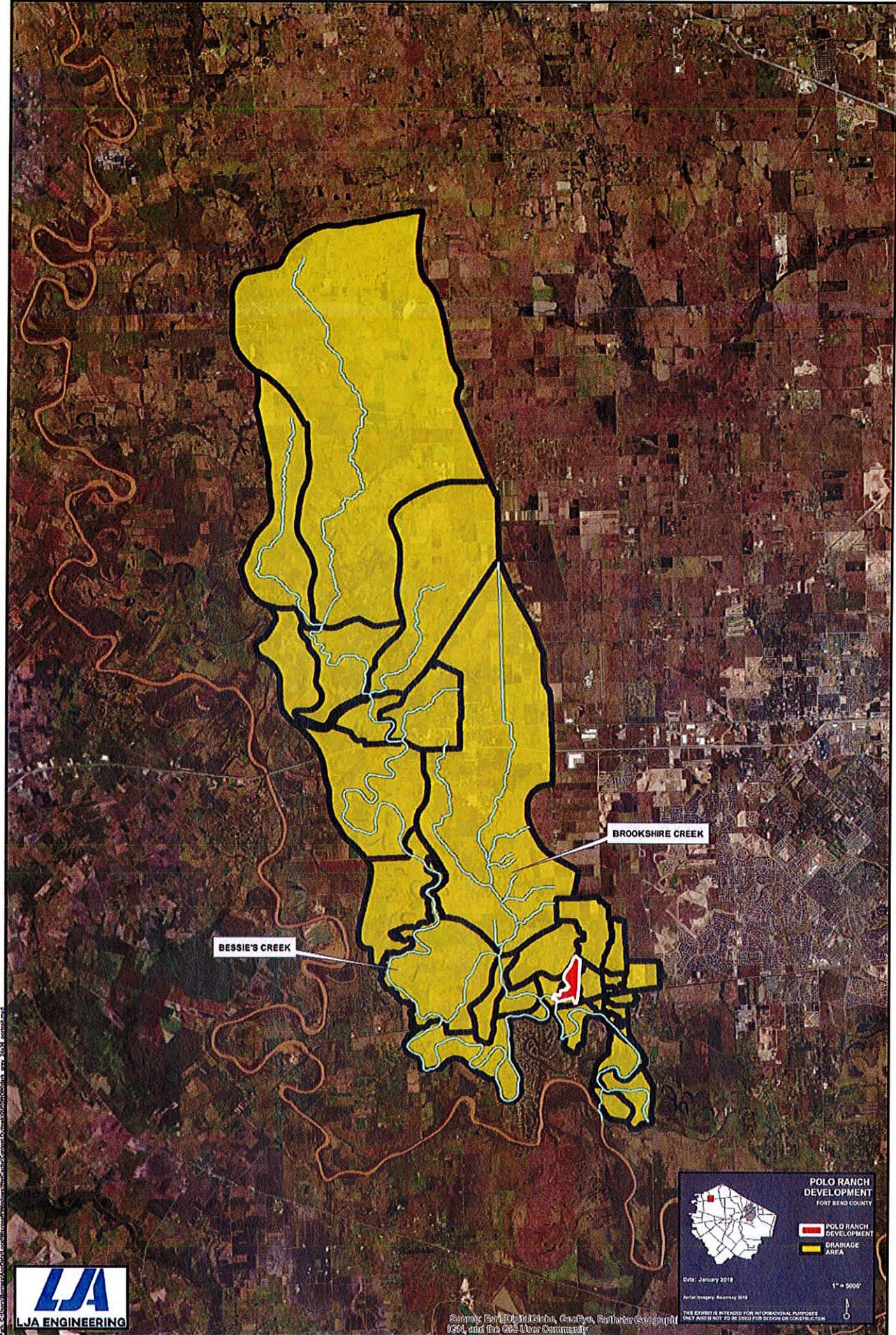


Polo Ranch Conceptual Development Plan - ± 218 Ac. City of Fulshear, Fort Bend County, Texas

Copyright 2017, L&L, Inc. This is a conceptual development plan. It is not intended to be used as a final plan. It is subject to change without notice. It is not intended to be used as a final plan. It is subject to change without notice. It is not intended to be used as a final plan. It is subject to change without notice.

Reference Date: 11.22.2017





BESSIE'S CREEK

BROOKSHIRE CREEK

POLO RANCH DEVELOPMENT
FORT BEND COUNTY

 POLO RANCH DEVELOPMENT
 DRAINAGE AREA

Date: January 2018
Aerial Imagery: Basemap 2018

1" = 5000'

THIS EXHIBIT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR DESIGN OR CONSTRUCTION.



Source: Fort Bend County, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, and the GIS User Community

Bessie's Creek Hydrograph Comparison

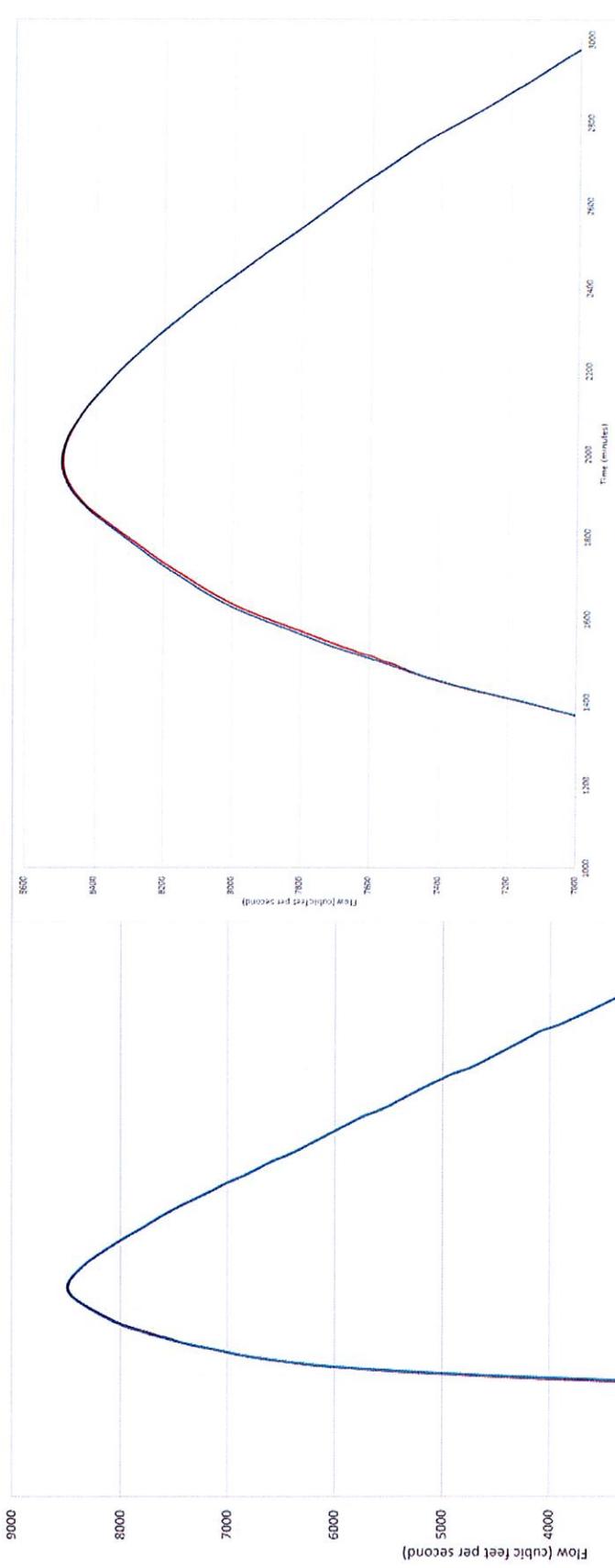


EXHIBIT NOTES:

- The Drainage Study confirms that all current requirements are being met
- There are no impacts upstream/downstream of the development
- The Plan calls for a series of ponds that strategically drain into Bessie's Creek
- This exhibit shows flows both pre- and post-development with flows remaining the same
- This exhibit demonstrates the findings of the study indicating no impact to Bessie's Creek

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: February 6, 2018

AGENDA ITEM: G

DATE SUBMITTED: January 31, 2018

DEPARTMENT: Administration

PREPARED BY: Paula Ryan,
Acting City Manager

PRESENTER: Paula Ryan,
Acting City Manager

SUBJECT: POSSIBLE ACTION TO APPOINT AN ACTING CITY MANGER PER CITY OF FULSHEAR CHARTER

ATTACHMENTS: N/A

EXPENDITURE REQUIRED: N/A

AMOUNT BUDGETED: N/A

FUNDING ACCOUNT:

ADDITIONAL APPROPRIATION REQUIRED: N/A

FUNDING ACCOUNT:

EXECUTIVE SUMMARY

Due to the resignation of Acting City Manager, Paula Ryan, effective February 16, 2018, it is necessary to consider next steps in the interim, and also moving forward with the City Manager selection process. Tonight, detailed updates will be provided regarding this search in order to get Council's direction on proceeding toward this key appointment. Additionally, consideration and possible action to appoint an Acting City Manager, with an effective date, in conjunction with the acceptance of Ms. Ryan's resignation should also occur.

RECOMMENDATION

Staff recommends that City Council consider, take action on the appointment of an Acting City Manager, and provide direction on next steps in the City Manager selection process.