

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §



NOTICE OF A MEETING
MANVEL PLANNING DEVELOPMENT AND ZONING COMMISSION
July 8, 2024

NOTICE IS HEREBY GIVEN
6:00 P.M.

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Planning Development and Zoning Commission will convene a regular meeting at the Manvel City Hall, located at 20031 Hwy 6, Manvel Tx 77578 for the purpose of discussing and if appropriate, take action with respect to the following items:

NOTE: The PD&Z Commission of the City of Manvel reserves the right to discuss any items in Closed Session whenever authorized under the Texas Open Meetings Act, Chapter 551, of the Texas Government Code. They may discuss the items on this agenda in any order.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-489-0630 for further information.

CITY OF MANVEL MISSION STATEMENT

The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.

Regular Session

Call to Order

Position #1 Ryan Miller, Chair 03/2025
Position #2 Kyle Marasckin, Vice-Chair 03/2025
Position #3 Mary Ann Atkinson 03/2025
Position #4 Kenneth Haynes 03/2025
Position #5 Christy Kennard 03/2026
Position #6 Delores Martin 03/2026
Position #7 William Richardson 03/2026

Pledge

Pledge of Allegiance and Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible.

Public Comments: "Comment Card" Required

o Members of the public with business before the board, NOT scheduled on the agenda as a public hearing (that have submitted a public comment card) may have three (3) minutes to address the board. o The board may not participate in any discussion and cannot vote on the subject you present unless it is listed on the agenda as an action item.

Public Hearing

- A. TO HEAR INPUT FROM THE PUBLIC ON AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Consent PDZ

All Consent Agenda items listed are considered to be routine by the Planning Development and Zoning Commission and will be approved by one motion. There will be no separate discussion of these items unless a Planning Development and Zoning Member so requests, in which event the item will be removed from the Consent Agenda and considered in sequence on the Agenda.

- A. Approve Meridiana Section 26B Preliminary Plat;
BEING A SUBDIVISION OF 18.55 ACRES, BEING A PARTIAL REPLAT OF LOTS 12-16 BLOCK 1 OF LULLING STONE SECTION 1, A PLAT RECORDED AT VOLUME 21, PAGES 267-270, BRAZORIA COUNTY PLAT RECORDS, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- B. Approve Meridiana Section 31B Preliminary Plat;
BEING A SUBDIVISION OF 7.00 ACRES, OUT OF THE OLIVER HALL SURVEY, A-203, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS.
- C. Approve the meeting minutes to date.

Regular Agenda

- A. Update/discussion on Ordinance No. 2024-O-24; ADUs (Accessory Dwelling Units).
- B. Discussion and possible action to approve and forward with recommendation to City Council, Ordinance No. 2024-O-28;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:
- (1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and
- (2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and
- (3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and
- (4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;
- VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.
- C. Consideration and possible action to direct staff to provide Applicants written statements of the conditions for any conditional approvals, and the reasons for disapproval of any plans or plats that were not approved, per Texas Local Government Code §212.0091.

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Planning Development and Zoning Commission is true and correct and that I posted such notice on the bulletin board at the Manvel City Hall; a place convenient and readily accessible to the public on 07/03/2024 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.



TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS



City of Manvel

P. O. Box 187
20025 HWY 6
Manvel, Texas 77578

(281) 489-0630
Fax (281) 489-0634

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☒	City Council	☐	Both	☐
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Date of Request: July 8, 2024

YOUR REQUEST WILL BE PLACED ON THE NEXT AVAILABLE MEETING DATE. MEETINGS ARE SECOND AND FOURTH MONDAYS FOR PLANNING, DEVELOPMENT & ZONING AND FIRST AND THIRD MONDAYS FOR CITY COUNCIL. THE AGENDAS ARE POSTED TO THE GENERAL PUBLIC AT MANVEL CITY HALL AND ON OUR WEBSITE AT www.cityofmanvel.com. THE AGENDA IS POSTED AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF THE MEETING. PLEASE CHECK THE BOARD FOR YOUR MEETING SCHEDULE. WE STRONGLY ENCOURAGE YOU TO ATTEND THE MEETING FOR QUESTIONS AND ANSWERS. IF YOU ARE UNABLE TO ATTEND ACTION MAY BE TABLED UNTIL THE FOLLOWING MEETING.

Person to Speak: Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: N/A

E-mail Address: bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve Meridiana Section 26B Preliminary Plat, being a
subdivision of 18.55 acres, being a Partial Replat of Lots 12-16, of the Lulling Stone Section 1, a plat
recorded at Volume 21, pages 267-270, Brazoria County Plat Records, City of Manvel, Brazoria County, Texas.

Plats:

Preliminary X

Final

ALL DOCUMENTATION AND FEES ASSOCIATED WITH THIS AGENDA REQUEST MUST BE SUBMITTED ACCORDING TO THE MEETING SUBMITTAL SCHEDULE WHICH CAN BE FOUND ON OUR WEBSITE. BY SIGNING THIS AGENDA REQUEST FORM I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGENDA REQUEST FORM.

Brad Sweitzer

SIGNATURE

06/10/2024

DATE



DEVELOPMENT SERVICES DEPARTMENT

20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

STAFF REPORT TO PLANNING, DEVELOPMENT AND ZONING COMMISSION **PLAT APPLICATION**

Plat Name:	Meridiana Section 26B - Preliminary Plat
Applicant:	Brad Sweitzer – EHRA Engineering
PD&Z Meeting Date:	July 8, 2024
Submitted By:	Ellie Roohbakhsh, Assistant Planner
Report Approved by:	Dan Johnson, City Manager/ City Engineer
Recommendation of Approval:	<u>YES</u>

BACKGROUND/ REVIEW NOTES

- *This proposed plat is a new residential section within Meridiana Master planned development. The development was established as an Open-Planned Unit Development (O-PUD) in 2009.*
- *The third amendment to Merididna Open-Planned Unit Development was approved by the City Council on April 1, 2024.*
- *The 23rd amendment to Meridiana Master Plan was approved by the Planning Development and Zoning Commission on March 25, 2024*
- *The subject site is located within the City of Manvel and is part of Brazoria County Municipal Utility District (MUD) No. 57 and Brazoria County Drainage District No. 5.*
- *The proposed section includes single family residential lots with minimum 55 feet lot width.*
- *The private streets with a R.O.W width of 50-feet provide access to lots.*
- *The proposed plat subdivides 18.55-acre tract into 75 residential lots, 4 blocks, and 4 reserves for landscaping, open space, and utility purposes.*
- *The proposed plat generally conforms to the most recent GDP Amendment (No. 23) approved in March 2024.*

STAFF RECOMMENDATION

The City staff recommends approval of this proposed plat - *Meridiana Section 26B - Preliminary Plat.*

GENERAL NOTES:

1.

Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2.

The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99968742185.
3.

According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0130K, dated December 29, 2020, the property lies within Unshaded Zone X.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4.

B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.C. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
STM.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X. indicates change in street name.

5.

The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 57, Alvin Independent School District, and Brazoria County Drainage District #5.
6.

Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
7.

The terms and conditions of Ordinance number 2024-O-13 of the City of Manvel, Texas dated April 1, 2024 may affect this plat.
8.

All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2024-O-13.
9.

Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
10.

No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
11.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
12.

Approval of the preliminary plat does not constitute acceptance of the subdivision, but is merely an authorization to proceed with the preparation of the final plat. Approval of the preliminary plat shall expire 12 months after commission approval, unless the final plat has been submitted to commission for final approval during that time. Upon written request of the subdivider, an extension of time may be given, at the discretion of the commission, for a single extension period of six months, provided the subdivider has shown good faith in proceeding to complete the work necessary prior to filing the final plat.
13.

Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 26B where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.
14.

One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the dedicators, his heirs, assigns, or successors.
- | RESERVE TABLE | | | | |
|---------------|---|-----------|---------|-------------------|
| RESERVE | RESTRICTIONS | SQ. FT. | ACREAGE | MAINTENANCE |
| A | LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES | 27,938.67 | 0.64 | B.C.M.U.D. NO. 57 |
| B | LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES | 18,152.08 | 0.42 | B.C.M.U.D. NO. 57 |
| C | LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES | 1,443.38 | 0.03 | B.C.M.U.D. NO. 57 |
| D | LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES | 29,421.16 | 0.68 | B.C.M.U.D. NO. 57 |
| TOTAL | | 76,955.29 | 1.77 | |
- | CURVE TABLE | | | | |
|-------------|---------|------------|---------------|--------------|
| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | 25.00' | 36.78' | S 08°51'15" W | 33.56' |
| C2 | 200.00' | 123.86' | S 15°33'26" E | 121.89' |
| C3 | 275.00' | 21.06' | S 04°22'39" W | 21.05' |
| C4 | 630.00' | 196.13' | N 59°55'31" E | 195.34' |
- | LINE TABLE | | |
|------------|---------------|----------|
| LINE | ANGLE | DISTANCE |
| L1 | S 33°17'53" E | 31.87' |
| L2 | S 02°11'01" E | 49.84' |
| L3 | S 78°26'35" E | 60.87' |
| L4 | S 00°50'24" W | 59.28' |
| L5 | S 11°03'36" E | 95.45' |
| L6 | S 33°50'02" E | 59.25' |
| L7 | S 56°09'58" W | 117.74' |
| L8 | S 33°50'02" W | 50.00' |
| L9 | S 56°09'58" W | 25.30' |
| L10 | S 33°50'02" E | 147.14' |
| L11 | N 30°02'46" W | 76.53' |
| L12 | N 21°09'23" W | 124.72' |
- LOT SIZE TABLE
- | BLOCK NO. | LOT NO. | LOT AREA (SQ. FT.) | *LOT WIDTH (FT.) |
|-----------|---------|--------------------|------------------|
| 1 | 1 | 9,656.03 | 66.63' |
| | 2 | 8,302.65 | 56.50' |
| | 3 | 8,303.49 | 56.50' |
| | 4 | 8,304.33 | 56.50' |
| | 5 | 8,305.17 | 56.50' |
| | 6 | 8,306.01 | 56.50' |
| 2 | 1 | 7,768.82 | 55.00' |
| | 2 | 6,990.00 | 58.25' |
| | 3 | 6,990.00 | 58.25' |
| | 4 | 6,990.00 | 58.25' |
| | 5 | 6,990.00 | 58.25' |
| | 6 | 6,990.00 | 58.25' |
| | 7 | 6,990.00 | 58.25' |
| | 8 | 7,311.98 | 58.25' |
| | 9 | 9,607.61 | 83.34' |
| | 10 | 10,075.63 | 87.38' |
| | 11 | 9,835.35 | 66.76' |
| 3 | 1 | 8,093.98 | 55.00' |
| | 2 | 8,096.77 | 55.00' |
| | 3 | 8,099.55 | 55.00' |
| | 4 | 8,102.34 | 55.00' |
| | 5 | 8,845.14 | 56.52' |
| | 6 | 10,995.46 | 55.00' |
| | 7 | 7,243.16 | 55.00' |
| | 8 | 6,985.00 | 55.00' |
| | 9 | 6,985.00 | 55.00' |
| | 10 | 6,985.00 | 55.00' |
| | 11 | 6,985.00 | 55.00' |
| | 12 | 7,276.33 | 55.00' |
| | 13 | 7,118.77 | 55.02' |
| | 14 | 12,219.33 | 55.00' |
| | 15 | 9,395.24 | 55.00' |
| | 16 | 7,476.94 | 55.09' |
| | 17 | 8,823.63 | 77.28' |
| | 18 | 7,484.67 | 64.27' |
| 4 | 1 | 6,599.98 | 55.00' |
| | 2 | 6,599.98 | 55.00' |
| | 3 | 6,599.98 | 55.00' |
| | 4 | 6,599.98 | 55.00' |
| | 5 | 6,599.98 | 55.00' |
| | 6 | 6,599.98 | 55.00' |
| | 7 | 6,599.98 | 55.00' |
| | 8 | 6,599.98 | 55.00' |
| | 9 | 6,599.98 | 55.00' |
| | 10 | 6,599.98 | 55.00' |
| | 11 | 6,599.98 | 55.00' |
| | 12 | 6,599.98 | 55.00' |
| | 13 | 6,599.98 | 55.00' |
| | 14 | 6,599.98 | 55.00' |
| | 15 | 6,599.98 | 55.00' |
| | 16 | 6,599.98 | 55.00' |
| | 17 | 6,599.98 | 55.00' |
| | 18 | 6,599.98 | 55.00' |
| | 19 | 6,599.98 | 55.00' |
| | 20 | 6,599.98 | 55.00' |
| | 21 | 6,599.98 | 55.00' |
| | 22 | 6,599.98 | 55.00' |
| | 23 | 6,599.98 | 55.00' |
| | 24 | 6,599.98 | 55.00' |
| | 25 | 6,599.98 | 55.00' |
| | 26 | 6,599.98 | 55.00' |
| | 27 | 6,599.98 | 55.00' |
| | 28 | 6,599.98 | 55.00' |
| | 29 | 6,599.98 | 55.00' |
| | 30 | 6,599.98 | 55.00' |
- * Lot width measured at the front building setback line.
- OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162
- BENCHMARK(S):
- NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV=52.00 (NAVD '88) 1991 ADJUSTMENT
- 0' 50' 100' 200'
SCALE: 1"=100'
-
- Meridiana Section 26B Preliminary Plat A Subdivision of 18.55 acres, being a partial replat of Lots 12 - 16 Block 1 of Lulling Stone Section 1, a plat recorded at Volume 21, Pages 267-270, Brazoria County Plat Records, City of Manvel, Brazoria County, Texas.
- 75 Lots, 4 Blocks and 4 Reserves
Owner: GR-M1, LTD., a Texas Limited Partnership
- July 2, 2024
-
- 10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.ORG
TBP# No. F-726
TBP# No. 10092300
- EHRA JOB NO.
081-011-26-02
- No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

Land Use Table		
Use	Gross Area	%
Single Family (SF)	+/- 914 Ac.	53%
Garden Home (GH)	+/- 30 Ac.	2%
Patio Home (PH)	+/- 88 Ac.	4%
Townhome (TH)	+/- 35 Ac.	2%
Village Center (VC)	+/- 38 Ac.	2%
Commercial (C)	+/- 15 Ac.	1%
Institutional (I)	+/- 70 Ac.	4%
Rights-of-Way*	+/- 96 Ac.	6%
Parks & Open Space (P-OS)	+/- 450 Ac.	26%
Drill Site		
Totals	+/- 1,736 Ac.	100%
* Includes proposed major thoroughfares, collectors, and neighborhood collectors.		

Legend

Private Gated Section

Public Section

Divided or Boulevard Entry
(See Note 1)

Standard Entry
(See Note 2)

- Notes**

1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.

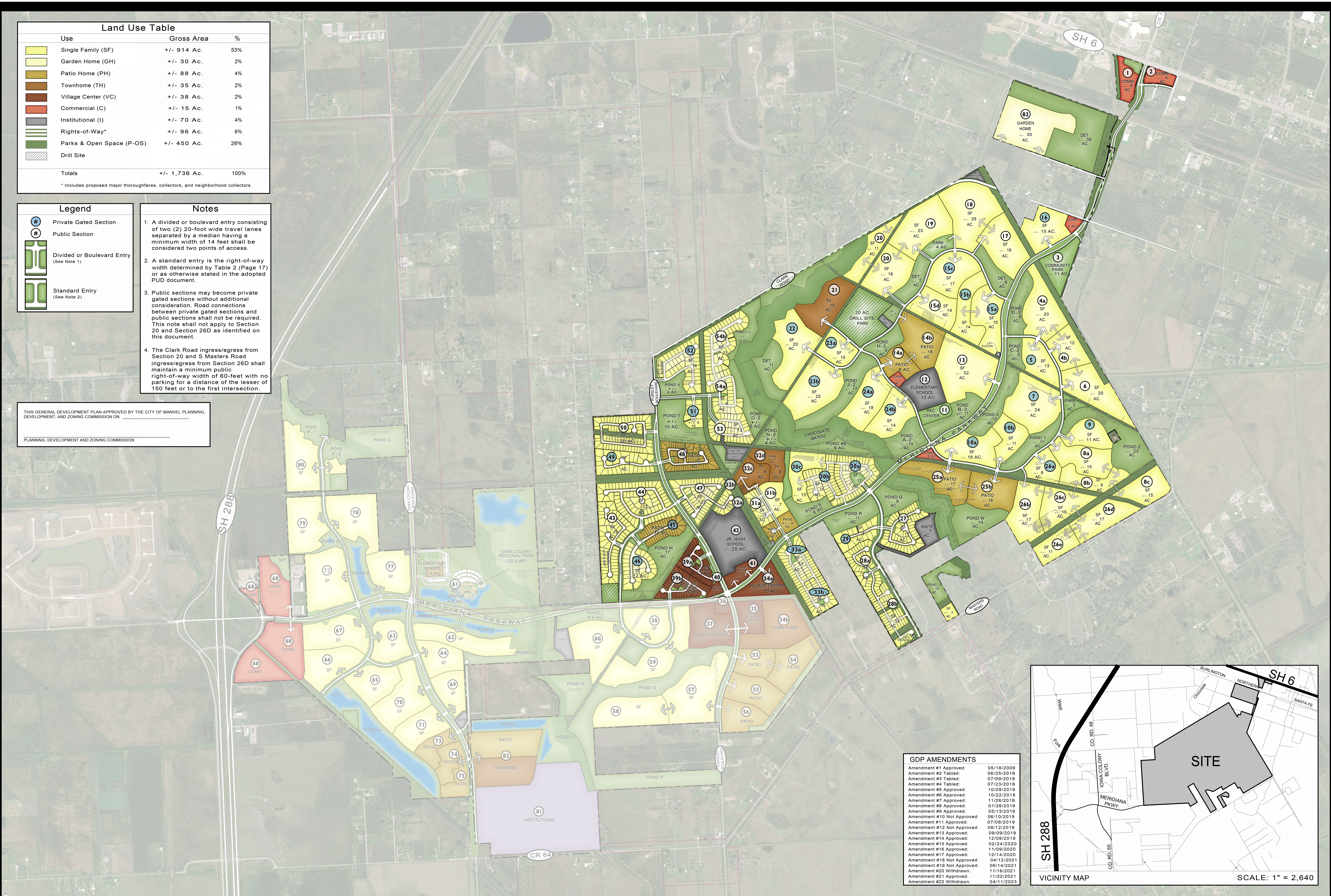
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted PUD document.

3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26D as identified on this document.

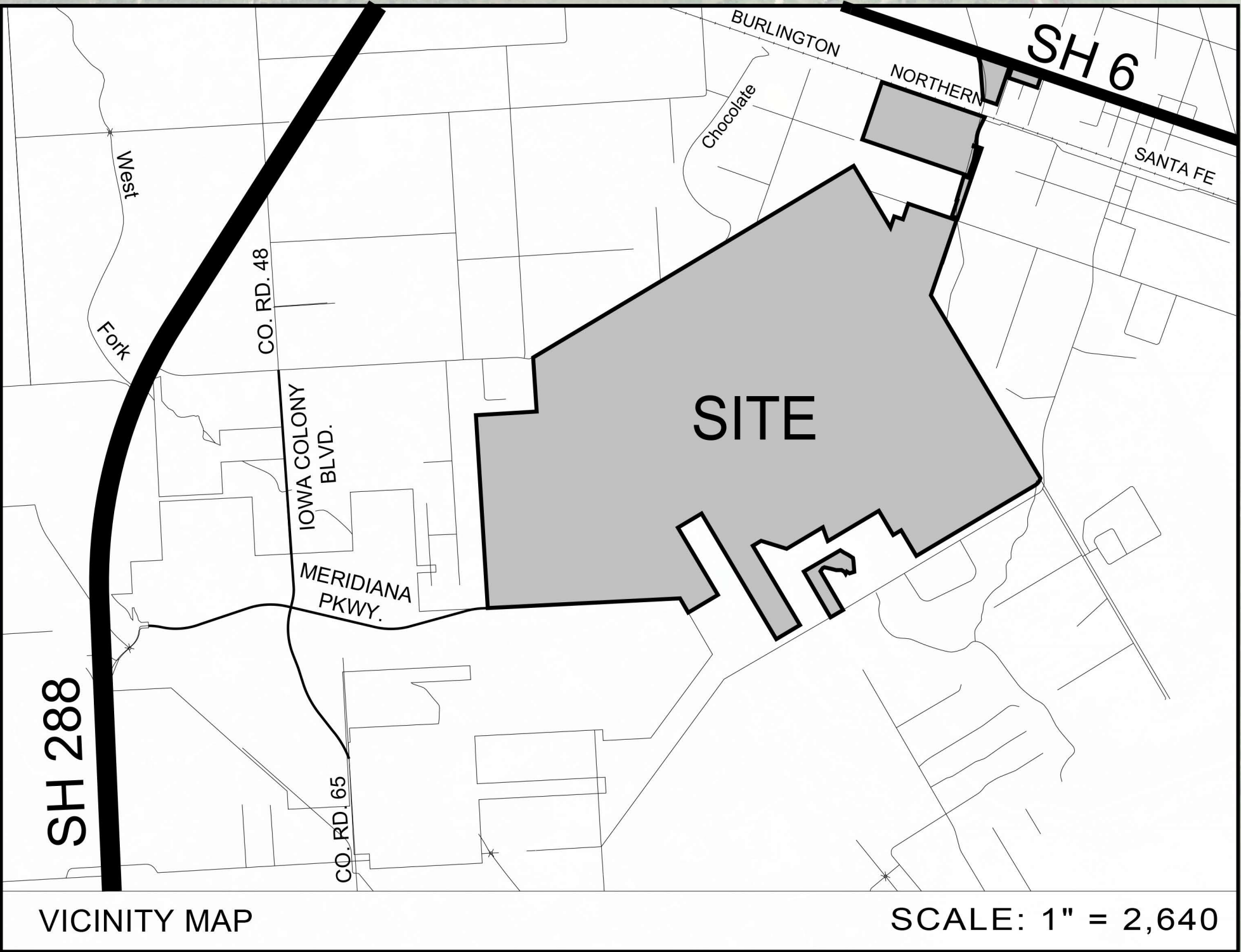
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26D shall maintain a minimum public right-of-way width of 60-feet with no parking for a distance of the lesser of 150 feet or to the first intersection.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____

PLANNING, DEVELOPMENT AND ZONING COMMISSION _____



GDP AMENDMENTS	
Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021
Amendment #21 Approved:	11/22/2021
Amendment #22 Withdrawn:	04/11/2023





City of Manvel

P. O. Box 187
20025 HWY 6
Manvel, Texas 77578

(281) 489-0630
Fax (281) 489-0634

AGENDA REQUEST

REQUEST MUST BE MADE ACCORDING TO THE SUBMITTAL SCHEDULE

Meeting Requested: (Please check applicable meeting)

Planning, Development & Zoning	☒	City Council	☐	Both	☐
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Date of Request: July 8, 2024

YOUR REQUEST WILL BE PLACED ON THE NEXT AVAILABLE MEETING DATE. MEETINGS ARE SECOND AND FOURTH MONDAYS FOR PLANNING, DEVELOPMENT & ZONING AND FIRST AND THIRD MONDAYS FOR CITY COUNCIL. THE AGENDAS ARE POSTED TO THE GENERAL PUBLIC AT MANVEL CITY HALL AND ON OUR WEBSITE AT www.cityofmanvel.com. THE AGENDA IS POSTED AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF THE MEETING. PLEASE CHECK THE BOARD FOR YOUR MEETING SCHEDULE. WE STRONGLY ENCOURAGE YOU TO ATTEND THE MEETING FOR QUESTIONS AND ANSWERS. IF YOU ARE UNABLE TO ATTEND ACTION MAY BE TABLED UNTIL THE FOLLOWING MEETING.

Person to Speak: Brad Sweitzer

Daytime Phone: 713-784-4500 Fax Number: N/A

E-mail Address: bsweitzer@ehrainc.com

Description of Request and Physical Address:

Consideration and possible action to approve Meridiana Section 31B Preliminary Plat, being a
subdivision of 7.00 acres, out of the Oliver Hall Survey, A-203, City of Manvel,
Brazoria County, Texas.

Plats:

Preliminary X

Final

ALL DOCUMENTATION AND FEES ASSOCIATED WITH THIS AGENDA REQUEST MUST BE SUBMITTED ACCORDING TO THE MEETING SUBMITTAL SCHEDULE WHICH CAN BE FOUND ON OUR WEBSITE. BY SIGNING THIS AGENDA REQUEST FORM I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGENDA REQUEST FORM.

Brad Sweitzer

SIGNATURE

06/10/2024

DATE



DEVELOPMENT SERVICES DEPARTMENT

20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

STAFF REPORT TO PLANNING, DEVELOPMENT AND ZONING COMMISSION **PLAT APPLICATION**

Plat Name:	Meridiana Section 31B - Preliminary Plat
Applicant:	Brad Sweitzer – EHRA Engineering
PD&Z Meeting Date:	July 08, 2024
Submitted By:	Ellie Roohbakhsh, Assistant Planner
Report Approved by:	Dan Johnson, City Manager/ City Engineer
Recommendation of Approval:	<u>YES</u>

BACKGROUND/ REVIEW NOTES

- *This proposed plat is a new residential section within Meridiana Master planned development. The development was established as an Open-Planned Unit Development (O-PUD) in 2009.*
- *The third amendment to Meridiana Open-Planned Unit Development was approved by the City Council on April 1, 2024.*
- *The 23rd amendment to Meridiana Master Plan was approved by the Planning Development and Zoning Commission on March 25, 2024.*
- *The subject site is located within the City of Manvel and is part of Brazoria County Municipal Utility District (MUD) No. 56 and Brazoria County Drainage District No. 5.*
- *The proposed plat subdivides 7-acre tract into 24 residential lots, 4 blocks, and 11 reserves for landscaping, open space, utility purposes, and temporary parking.*
- *The proposed section includes 10 Patio Homes and 14 single-family lots.*
- *Patio Home lots with a minimum of 45 feet width are located on the southern portion of the proposed plat, adjacent to Meridiana Pkwy. Six (6) Patio Homes have been limited to one-story structures.*
- *Single-family residential lots have a minimum width of 55 feet.*
- *The proposed plat includes Model Homes with temporary parking reserves, which will be reverted to Landscape reserves upon completion of project.*
- *This section includes a Local Street and private streets, Type 1 and Type 2, with type “L” Turn-Around.*
- *The proposed plat generally conforms to the most recent GDP Amendment (No. 23) in terms of access and location.*

Note: *The proposed plat area is 2.07 acres less than the GDP area as a function of lot and street layout. Specifically, 1.4 acres has been given to the adjacent future parks and open space, while the remaining 0.67 acres has been added to future sections 32D and 32C. The new townhome acreage of 38.5 acres is consistent with what is allowed in the PUD. Attached is the conceptual Master Plan showing adjacent future park area and sections.*

continued next page



DEVELOPMENT SERVICES DEPARTMENT

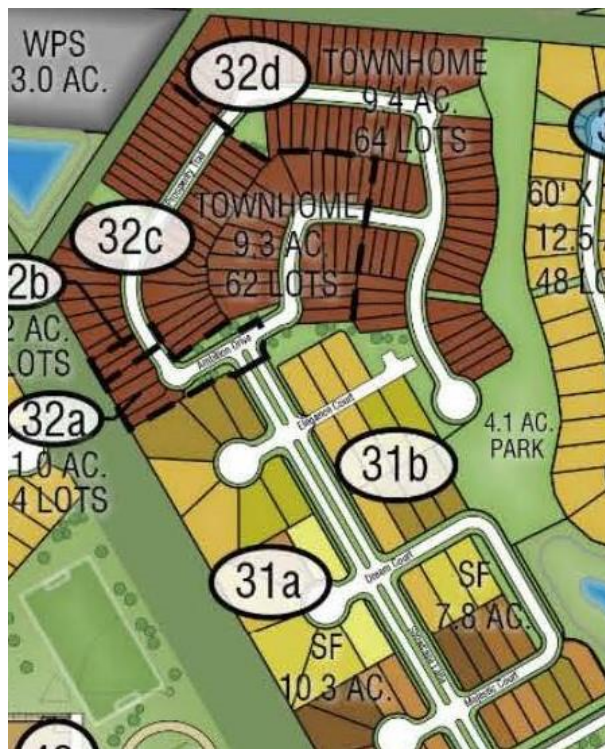
20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

STAFF RECOMMENDATION

The City staff recommends approval of this proposed plat - *Meridiana Section 31B - Preliminary Plat*.

Note: For the Final Plat submittal, please add a 20' Storm Sewer Easement in Block 1, Lot 6 for the storm line crossing the lot near Curve C4, per City of Manvel DCM Chapter 5, Section 1.04 - 3.C.

Conceptual Master Plan shows adjacent future park area and sections





DEVELOPMENT SERVICES DEPARTMENT

20025 Highway 6, Manvel, TX 77578 | Ph: 281-489-0630

Meridiana General Development Plan Amendment No. 23 (dated March 25,2024)



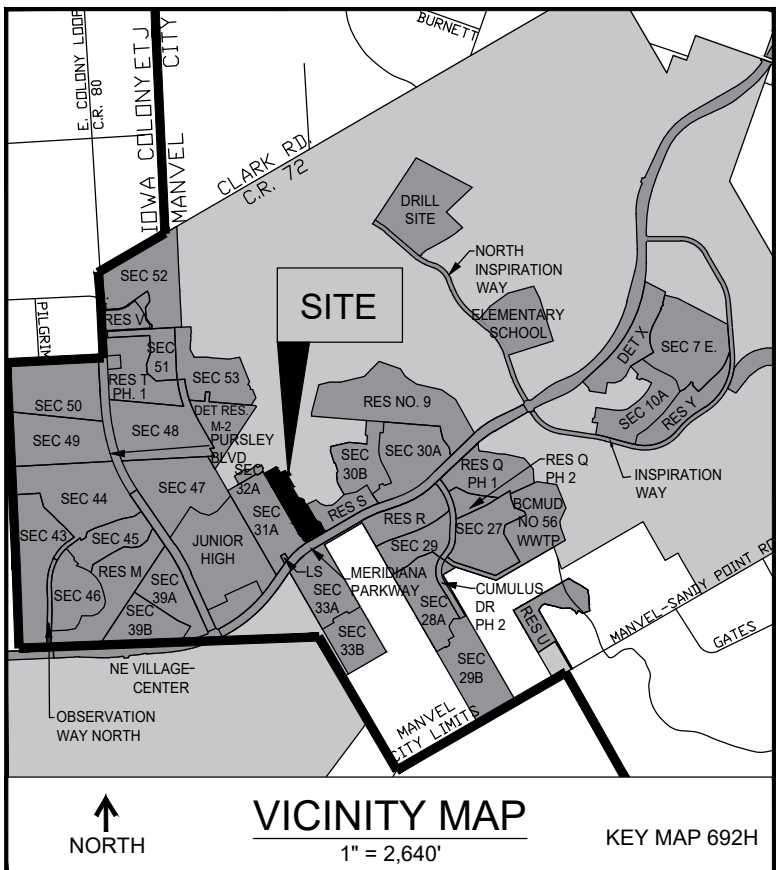
GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.9998742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K, dated December 30, 2020, the property lies within Unshaded Zone X.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4. B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
PG. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
STM.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Manvel, Brazoria County M.U.D. No. 56, Alvin Independent School District, and Brazoria County Drainage District #5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The terms and conditions of Ordinance number 2024-O-13 of the City of Manvel, Texas dated April 1, 2024 may affect this plat.
8. All sidewalks shall be constructed in accordance with City of Manvel Ordinance No. 2024-O-13.
9. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
10. No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 50 feet to any pipeline, except for low pressure distribution system pipeline as defined in section 62-2, as per Manvel Ordinance Sec. 62-116a.
11. Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
12. Approval of the preliminary plat does not constitute acceptance of the subdivision, but is merely an authorization to proceed with the preparation of the final plat. Approval of the preliminary plat shall expire 12 months after commission approval, unless the final plat has been submitted to commission for final approval during that time. Upon written request of the subdivider, an extension of time may be given, at the discretion of the commission, for a single extension period of six months, provided the subdivider has shown good faith in proceeding to complete the work necessary prior to filing the final plat.
13. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 31B where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.
14. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and re-vest in the dedicators, his heirs, assigns, or successors.
16. Lots 1 and 6 of Block 1 are hereby limited to one-story structures. All other lots within this section are permitted to have two-story structures.
17. There are no visible or apparent pipelines within the boundaries of this subdivision.
18. This section provides temporary parking reserves for model homes which can revert to landscape reserves upon completion of project.

RESERVE TABLE				
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE	MAINTENANCE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,304.02	0.24	B.C.M.U.D. NO. 56
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,066.96	0.07	B.C.M.U.D. NO. 56
C	PARKING, LANDSCAPE, & OPEN SPACE	4,719.09	0.11	B.C.M.U.D. NO. 56
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,660.50	0.04	B.C.M.U.D. NO. 56
E	PARKING, LANDSCAPE, & OPEN SPACE	1,240.25	0.03	B.C.M.U.D. NO. 56
F	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,346.24	0.24	B.C.M.U.D. NO. 56
G	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	537.50	0.01	B.C.M.U.D. NO. 56
H	PARKING, LANDSCAPE, & OPEN SPACE	635.50	0.01	B.C.M.U.D. NO. 56
I	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,299.78	0.03	B.C.M.U.D. NO. 56
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,355.66	0.03	B.C.M.U.D. NO. 56
K	PARKING, LANDSCAPE, & OPEN SPACE	430.00	0.01	B.C.M.U.D. NO. 56
TOTAL		28,595.50	0.81	

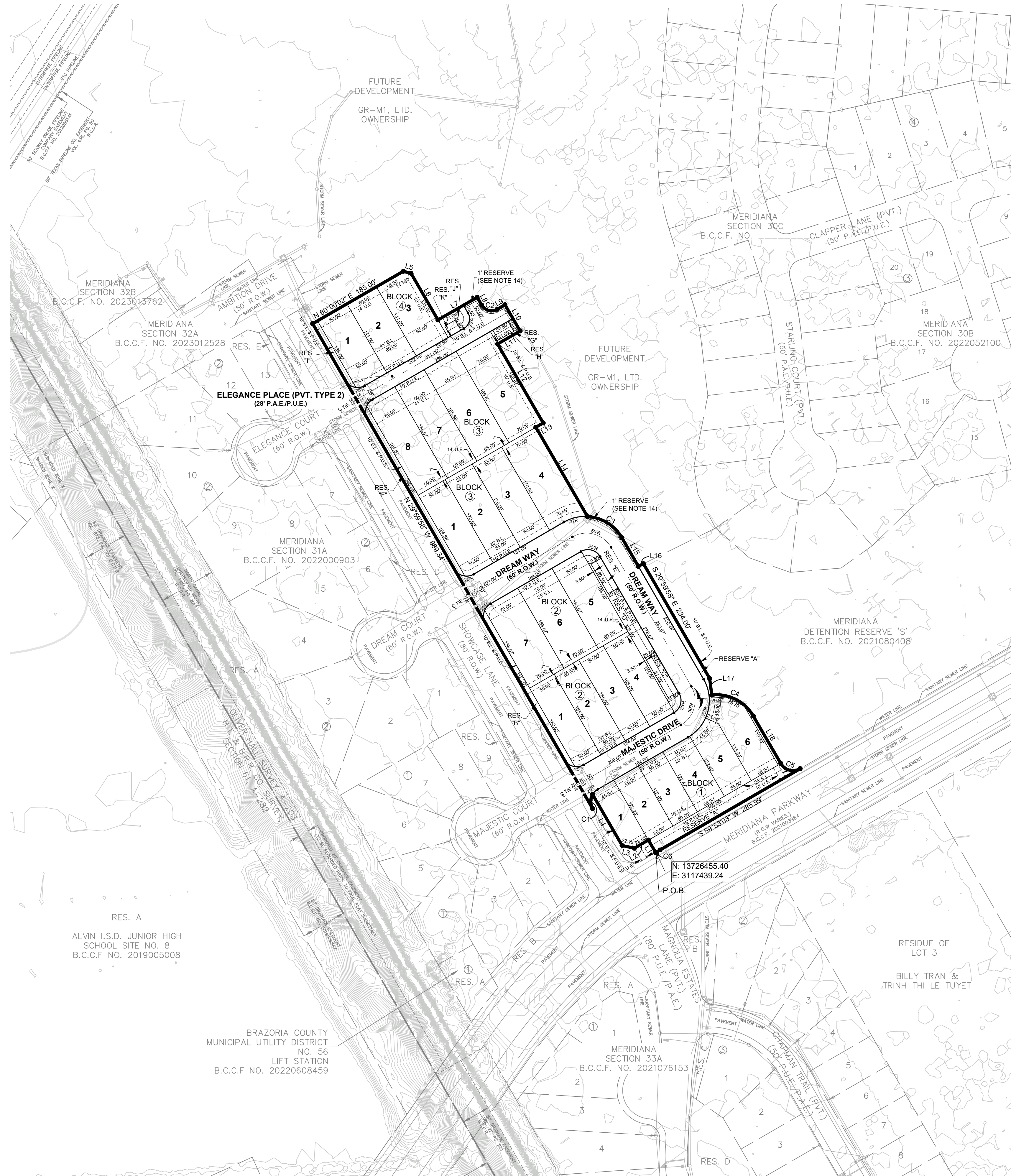
CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	26.15'	S 00°01'51" W	24.98'
C2	20.00'	31.42'	S 74°59'58" E	28.28'
C3	75.00'	74.43'	S 58°25'48" E	71.41'
C4	75.00'	86.73'	S 63°14'35" E	81.98'
C5	25.00'	39.27'	S 75°16'57" E	35.36'
C6	1050.00'	9.08'	S 59°37'37" W	9.08'

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	N 30°37'07" W	25.53'
L2	S 59°53'03" W	28.58'
L3	N 77°42'31" W	22.20'
L4	N 29°59'58" W	103.99'
L5	S 74°59'58" E	14.14'
L6	S 29°59'58" E	95.00'
L7	N 60°00'02" E	80.00'
L8	S 29°59'58" E	16.00'
L9	N 60°00'02" E	16.00'
L10	S 29°59'58" E	53.50'
L11	S 60°00'02" W	46.00'
L12	S 29°59'58" E	161.17'
L13	S 60°00'02" W	15.00'
L14	S 29°59'58" E	182.20'
L15	S 29°59'58" E	58.19'
L16	N 63°41'09" E	10.02'
L17	S 07°15'33" E	29.42'
L18	S 30°06'57" E	97.32'



LOT SIZE TABLE			
BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)	*LOT WIDTH (FT.)
1 PATIO HOME	1	5,366.01	45.00'
	2	6,120.74	50.00'
	3	6,126.55	50.00'
	4	6,731.77	55.00'
2 PATIO HOME	5	6,979.57	55.00'
	6	8,416.80	45.00'
	1	8,226.28	50.00'
	2	8,250.00	50.00'
2 SINGLE FAMILY	3	8,250.00	50.00'
	4	8,249.99	50.00'
	5	9,820.20	60.00'
	6	11,456.91	70.00'
3 SINGLE FAMILY	7	11,433.00	70.00'
	1	9,326.09	55.00'
	2	9,350.00	55.00'
	3	10,200.00	60.00'
4 SINGLE FAMILY	4	12,060.89	70.00'
	5	13,066.79	70.00'
	6	12,133.45	65.00'
	7	11,200.11	60.00'
4 SINGLE FAMILY	8	11,176.20	60.00'
	1	8,436.09	60.00'
	2	8,460.00	60.00'
	3	9,115.00	65.00'

* Lot width measured at the front building setback line.



OWNER CONTACT INFORMATION
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, STE. 100
KATY, TX 77493
832-916-2162

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 67 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

10' 50' 100' 200'
SCALE: 1"=100'



Meridiana Section 31B Preliminary Plat

A Subdivision of 7.00 acres out of the Oliver Hall Survey, A-203, City of Manvel, Brazoria County, Texas.

24 Lots, 4 Blocks and 11 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership

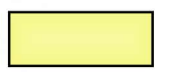
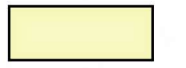
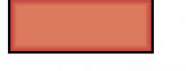
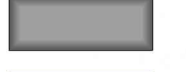
June 28, 2024



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRA.TEAM
TBPE No. F - 726
TBPLS No. 10092300

EHRA JOB NO.
081-011-150

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

Land Use Table		
Use	Gross Area	%
 Single Family (SF)	+/- 914 Ac.	53%
 Garden Home (GH)	+/- 30 Ac.	2%
 Patio Home (PH)	+/- 88 Ac.	4%
 Townhome (TH)	+/- 35 Ac.	2%
 Village Center (VC)	+/- 38 Ac.	2%
 Commercial (C)	+/- 15 Ac.	1%
 Institutional (I)	+/- 70 Ac.	4%
 Rights-of-Way*	+/- 96 Ac.	6%
 Parks & Open Space (P-OS)	+/- 450 Ac.	26%
 Drill Site		
Totals	+/- 1,736 Ac.	100%
* Includes proposed major thoroughfares, collectors, and neighborhood collectors.		

Legend

 Private Gated Section

 Public Section

 Divided or Boulevard Entry
(See Note 1)

 Standard Entry
(See Note 2)

- Notes**

1. A divided or boulevard entry consisting of two (2) 20-foot wide travel lanes separated by a median having a minimum width of 14 feet shall be considered two points of access.

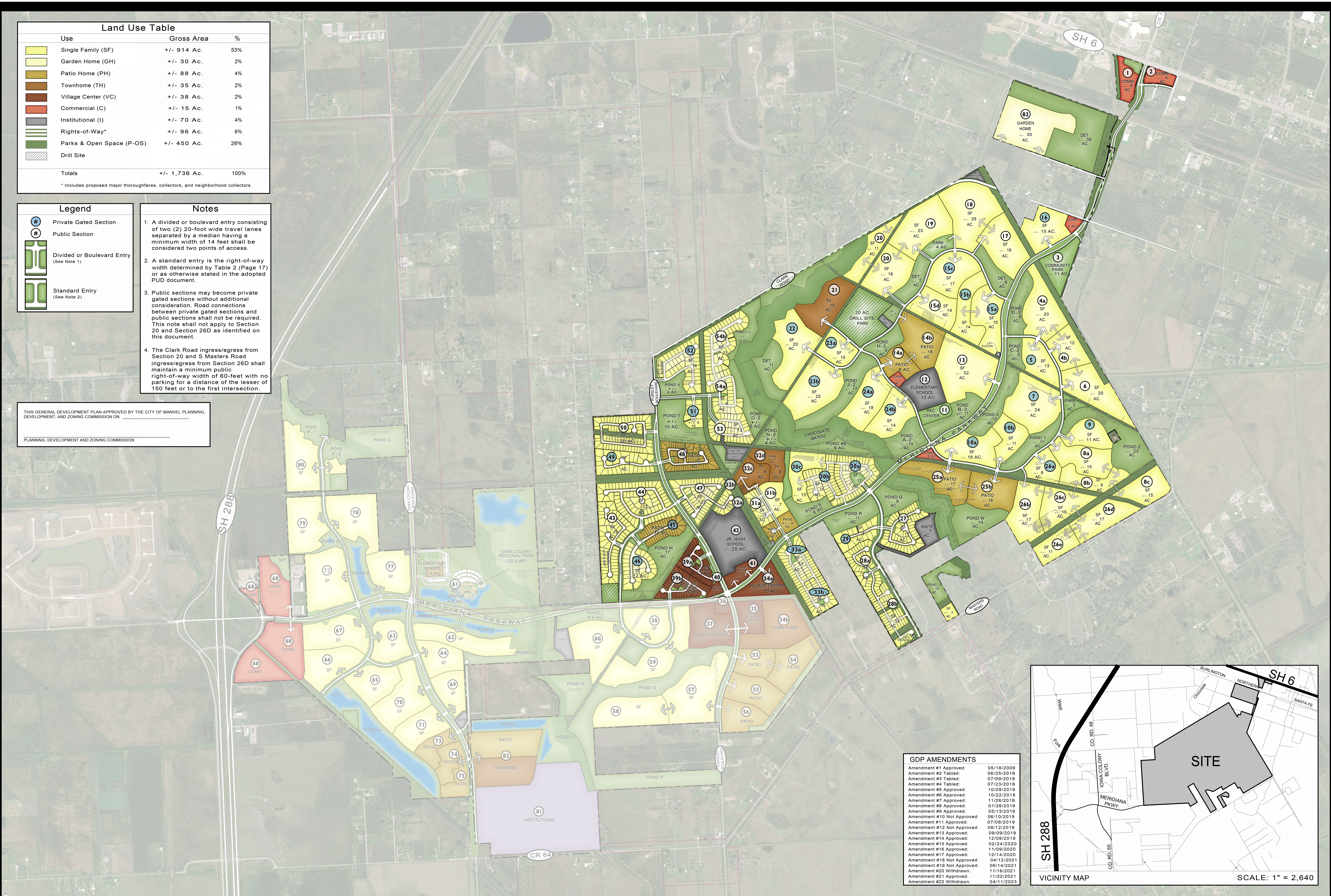
2. A standard entry is the right-of-way width determined by Table 2 (Page 17) or as otherwise stated in the adopted PUD document.

3. Public sections may become private gated sections without additional consideration. Road connections between private gated sections and public sections shall not be required. This note shall not apply to Section 20 and Section 26D as identified on this document.

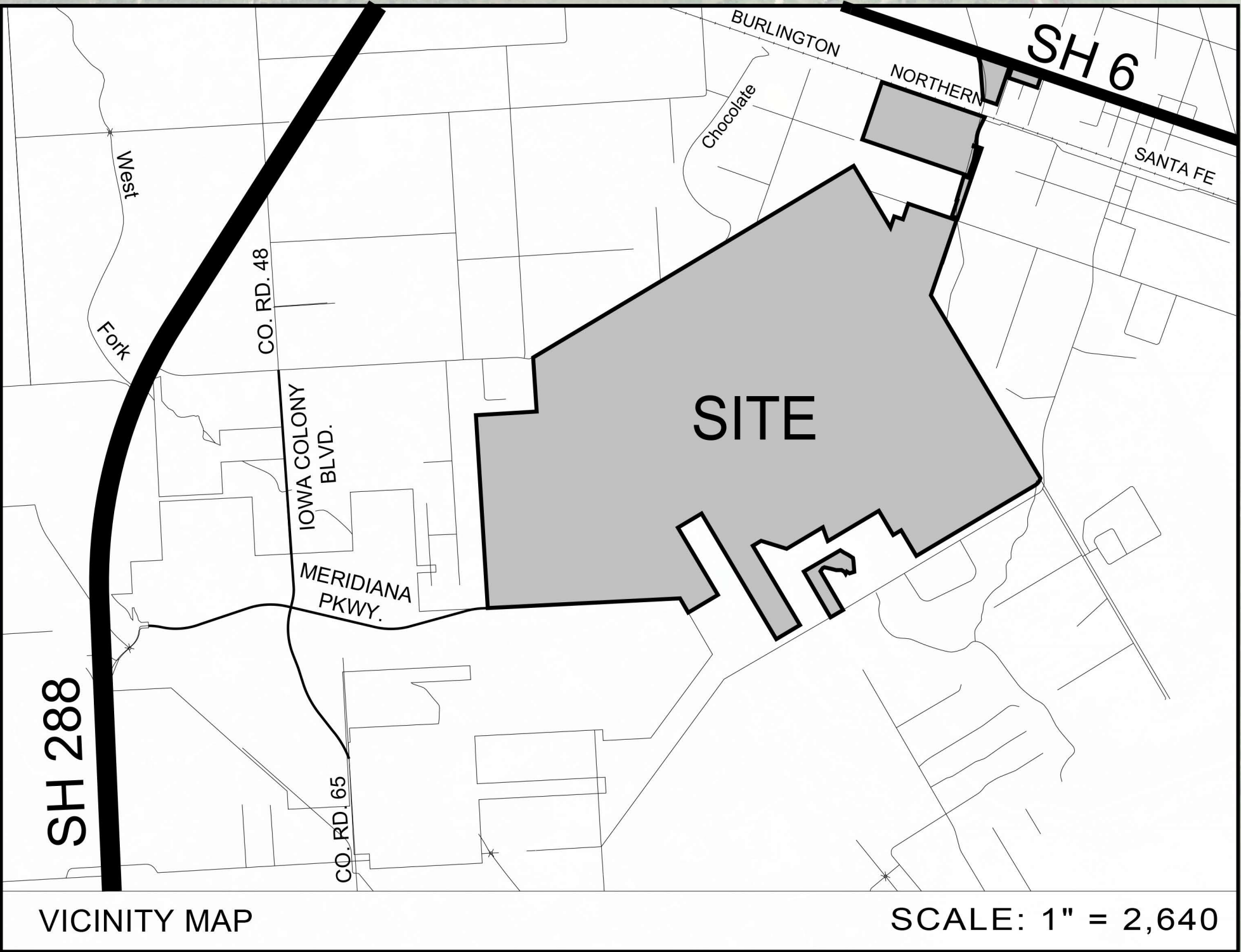
4. The Clark Road ingress/egress from Section 20 and S Masters Road ingress/egress from Section 26D shall maintain a minimum public right-of-way width of 60-feet with no parking for a distance of the lesser of 150 feet or to the first intersection.

THIS GENERAL DEVELOPMENT PLAN APPROVED BY THE CITY OF MANVEL PLANNING, DEVELOPMENT, AND ZONING COMMISSION ON _____

PLANNING, DEVELOPMENT AND ZONING COMMISSION _____



GDP AMENDMENTS	
Amendment #1 Approved:	05/18/2009
Amendment #2 Tabled:	06/25/2018
Amendment #3 Tabled:	07/09/2018
Amendment #4 Tabled:	07/23/2018
Amendment #5 Approved:	10/09/2018
Amendment #6 Approved:	10/22/2018
Amendment #7 Approved:	11/26/2018
Amendment #8 Approved:	01/28/2019
Amendment #9 Approved:	05/13/2019
Amendment #10 Not Approved:	06/10/2019
Amendment #11 Approved:	07/08/2019
Amendment #12 Not Approved:	08/12/2019
Amendment #13 Approved:	09/09/2019
Amendment #14 Approved:	12/09/2019
Amendment #15 Approved:	02/24/2020
Amendment #16 Approved:	11/09/2020
Amendment #17 Approved:	12/14/2020
Amendment #18 Not Approved:	04/12/2021
Amendment #19 Not Approved:	06/14/2021
Amendment #20 Withdrawn:	11/16/2021
Amendment #21 Approved:	11/22/2021
Amendment #22 Withdrawn:	04/11/2023



THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §



**MANVEL PLANNING DEVELOPMENT AND ZONING COMMISSION
NOTICE IS HEREBY GIVEN
6:00 P.M.**

MINUTES 6/24/2024

Regular Session

Call to Order

PDZ Member Ryan Miller called the meeting of the PDZ to order at 6:00 p.m.

Those in attendance were:

Present: Ryan Miller
Kyle Marasckin
Mary Ann Atkinson
Kenneth Haynes
Christy Kennard
Delores Martin
William Richardson

Absent: None

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Tammy Bell, City Secretary
Elaheh Roohbakhsh, Associate Planner
Ian Knox, BBG
Jordan Cruz, BBG
James McClain, Administrative Captain
Brooke Cyphers, Public Information Officer

Pledge

Public Comments: "Comment Card" Required

Public Hearing

- A. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING CHAPTER 77 - ZONING, OF THE CODE OF ORDINANCES, PROVIDING FOR THE REGULATION OF ACCESSORY DWELLING UNITS; PROVIDING FOR THE CREATION AND MODIFICATION OF DEFINITIONS RELATED TO THE REGULATION OF ACCESSORY DWELLING UNITS, SECTION 77-3, DEFINITIONS; PROVIDING FOR AMENDMENTS TO SECTION 77-27, OPEN SINGLE-FAMILY RESIDENTIAL (O-SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-28, SINGLE-FAMILY RESIDENTIAL (SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-37, 77-38 - RESERVED, BY ESTABLISHING SECTION 77-37 - ACCESSORY DWELLING UNIT (ADU); PROVIDING FOR THE ESTABLISHMENT

OF SECTION 77-38 – RESERVED; AND PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

PD&Z Chair Ryan Miller opened the Public Hearing at 6:03 p.m.

First call for comments - None

Second call for comments - None

Third call for comments - None

PD&Z Chair Ryan Miller closed the Public Hearing at 6:04 p.m.

- B. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 20.41 ACRE TRACT OF LAND LOCATED AT 17221 STATE HIGHWAY 6, SUITE 103, MANVEL, TEXAS (DESCRIBED AS RESERVE “B” OF MANVEL TOWN CENTER SECTION ONE), FROM PLANNED UNIT DEVELOPMENT AND STATE HIGHWAY 6 OVERLAY DISTRICT (PUD-SH6) TO PLANNED UNIT DEVELOPMENT AND STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD-SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR 812113, “NAIL SALONS” TO BE LOCATED WITHIN THE TOWN CENTER DEVELOPMENT; PROVIDING FOR THE AMENDMENT OF THE CITY’S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

PD&Z Chair Ryan Miller opened the Public Hearing at 6:05 p.m.

First call for comments - None

Second call for comments - None

Third call for comments - None

PD&Z Chair Ryan Miller closed the Public Hearing at 6:05 p.m.

- C. TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 1.5491 ACRE TRACT OF LAND GENERALLY LOCATED EAST OF 17518 MORRIS AVENUE (STATE HIGHWAY 6), MANVEL, TEXAS FROM LIGHT COMMERCIAL AND STATE HIGHWAY 6 OVERLAY DISTRICT LC-SH6) TO LIGHT COMMERCIAL AND STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD-SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR 621493 “AMBULATORY HEALTH CARE SERVICES”; PROVIDING FOR THE AMENDMENT OF THE CITY’S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

PD&Z Chair Ryan Miller opened the Public Hearing at 6:06 p.m.

First call for comments - None

Second call for comments - None

Third call for comments - None

PD&Z Chair Ryan Miller closed the Public Hearing at 6:07 p.m.

Consent PDZ

- A. Approve the meeting minutes to date.

PDZ Member Delores Martin made the motion to approve. PDZ Member William Richardson seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

Regular Agenda

- A. Consideration and possible action to approve Final Plat of Avellino Section 1; BEING A SUBDIVISION OF 16.957 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION NO. 71, A-291, IN BRAZORIA COUNTY, TEXAS; AND ALSO BEING OUT OF THE EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOL. 2, PG. 81-82, B.C.P.R.

Elaheh Roohbakhsh, Associate Planner, presented the item to PD&Z.

The City staff recommends approval of the Avellino Section 1 - Final Plat with two (2) conditions. The conditions include:

1. Please fill in the blank spaces for the document numbers on the plat for Avellino Roadway, Parkland, and Detention Plat Final Plat adjacent to the northern and eastern boundary of the proposed plat before recordation (Section 62-41(b)(11)).
2. Please fill in the blank spaces in general note 17 regarding the 40' ROW on the western boundary of the proposed final plat before recordation(the applicant states that the 40' ROW is currently in the process of abandoning) (Section 62-41(b)(18)).

PDZ Member Delores Martin made the motion to approve with conditions. PDZ Member Kyle Marasckin seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

- B. Consideration and possible action to approve and forward with recommendation to City Council, Ordinance No. 2024-O-24;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING CHAPTER 77 - ZONING, OF THE CODE OF ORDINANCES, PROVIDING FOR THE REGULATION OF ACCESSORY DWELLING UNITS; PROVIDING FOR THE CREATION AND MODIFICATION OF DEFINITIONS RELATED TO THE REGULATION OF ACCESSORY DWELLING UNITS, SECTION 77-3, DEFINITIONS; PROVIDING FOR AMENDMENTS TO SECTION 77-27, OPEN SINGLE-FAMILY RESIDENTIAL (O-SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-28, SINGLE-FAMILY RESIDENTIAL (SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-37, 77-38 - RESERVED, BY ESTABLISHING SECTION 77-37 - ACCESSORY DWELLING UNIT (ADU); PROVIDING FOR THE ESTABLISHMENT OF SECTION 77-38 - RESERVED; AND PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Ian Knox, BBG, presented the updates to PD&Z.

PD&Z would like to see the cleaned up, final version, before moving forward.

PDZ Member William Richardson made the motion to table. PDZ Member Christy Kennard seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

- C. Consideration and possible action to approve and forward with recommendation to City Council, Ordinance No. 2024-O-25;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 20.41 ACRE TRACT OF LAND LOCATED AT 17221 STATE HIGHWAY 6, SUITE 103, MANVEL, TEXAS (DESCRIBED AS RESERVE "B" OF MANVEL TOWN CENTER SECTION ONE), FROM PLANNED UNIT DEVELOPMENT AND STATE HIGHWAY 6 OVERLAY DISTRICT (PUD-SH6) TO PLANNED UNIT DEVELOPMENT AND STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD-SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR 812113, "NAIL SALONS" TO BE LOCATED WITHIN THE TOWN CENTER DEVELOPMENT; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Ian Knox, BBG presented to PD&Z

The City staff recommends approval with two (2) conditions. The conditions include:

1. All waiting and/or lobby areas shall maintain an unobstructed view from the outside; and
2. All doors shall remain unlocked and accessible during normal business hours.

PDZ Member Christy Kennard made the motion to approve with conditions. PDZ Member Mary Ann Atkinson seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

- D. Consideration and possible action to approve and forward with recommendation to City Council, Ordinance No. 2024-O-26;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 1.5491 ACRE TRACT OF LAND GENERALLY LOCATED EAST OF 17518 MORRIS AVENUE (STATE HIGHWAY 6), MANVEL, TEXAS FROM LIGHT COMMERCIAL AND STATE HIGHWAY 6 OVERLAY DISTRICT LC-SH6) TO LIGHT COMMERCIAL AND STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD-SH6- SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR 621493 "AMBULATORY HEALTH CARE SERVICES"; PROVIDING FOR THE AMENDMENT OF

THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Ian Knox, BBG, presented the item to PD&Z.

The City staff recommends approval with four (4) conditions. The conditions include:

1. The facility is permitted to be open for twenty-four (24) hours.
2. All waiting and/or lobby areas shall maintain an unobstructed view from the outside; and
3. All doors shall remain unlocked and accessible during normal business hours.
4. All dry detention ponds shall have minimum 15 feet maintenance berm around all sides of the pond.
 - a) Unless an Engineering Criteria Manual Deviation is approved for less than 15 feet for dry detention (shows 10 feet). This has been discussed with the City Engineer.
5. All development requirements must be satisfied during the permitting process.

PDZ Member Delores Martin made the motion to approve with conditions. PDZ Member Mary Ann Atkinson seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

- E. Consideration and possible action to direct staff to provide Applicants written statements of the conditions for any conditional approvals, and the reasons for disapproval of any plans or plats that were not approved, per Texas Local Government Code §212.0091.

PDZ Member Ryan Miller made the motion to approve. PDZ Member Delores Martin seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

Adjourn

PDZ Member Delores Martin made the motion to adjourn the meeting at 6:53 p.m. PDZ Member Kyle Marasckin seconded the motion.

The motion carried with a vote: 7/0

Yes: Ryan Miller, Kyle Marasckin, Mary Ann Atkinson, Kenneth Haynes, Christy Kennard, Delores Martin, William Richardson

No: None

Absent: None

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS



MANVEL PD&Z DATA SHEET

MEETING DATE: July 8, 2024

TOPIC: Consideration and possible action to direct staff on ADUs (Accessory Dwelling Units).

BACKGROUND: The City of Manvel has an existing provision for *Guest Quarters* in the City's Zoning Ordinance. Lots located within Single-Family zoning districts are permitted to have an attached or detached building which can be utilized as a secondary living area for guests. These regulations require that no kitchen or cooking facility be located in the guest quarters, be clearly subordinate to the principal residence on the same building site, and specify that such quarters are not to be rented or leased (See guest quarters below).

Guest Quarters means an attached or detached building or secondary living area of residential use that provides living quarters for guests of the **occupants** of the principal residence, and:

- (1) Contains no kitchen or cooking facility;
- (2) Is clearly subordinate and incidental to the principal residence on the same building site; and
- (3) Is not rented or leased, whether compensation be direct or indirect.

The City Council has recommended modification to the City's regulations from the current Guest Quarters regulations (stipulated above) to Accessory Dwelling Units (ADUs). The primary distinction between these two terms is that an Accessory Dwelling Unit will possess all of the standard components of a dwelling unit, such as a bathroom and a kitchen area.

Accessory Dwelling Units are becoming an issue that cities must consider due to the increasing number of homeowners that provide care for elderly members of their family. These homeowners are sometimes in need of additional living area independent from the principal structure. Additionally, young adults are now living with their parents for longer than at any other time in recent history, which makes ADUs a very beneficial resource. The goal of this agenda is to discuss the current proposal for amending the Zoning Ordinance to allow for ADUs within Single-Family Districts, including within Planned Unit Developments.

A Joint Public Hearing will be held before City Council and the PD&Z Commission at Manvel city hall, 20031 Hwy 6, Manvel, TX, 77578 at 6:00 p.m. On Monday, July 22, 2024, to hear input from the public regarding proposed ordinance 2024-O-24. Proper notice of the Public Hearing was posted on the city's website and was published in the City of Manvel's local newspaper on Sunday 07/07/2024.

STAFF RECOMMENDATION: Staff recommends the PD&Z recommend approval to City Council of the Accessory Dwelling Unit Ordinance.

ATTACHMENTS Accessory Dwelling Units Presentation, Proposed Redlines of guidelines.

FUNDING ISSUES

- ☒ Not applicable
☐ Not budgeted
☐ Full amount already budgeted
☐ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER
Ian Knox

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____



...

Accessory dwelling unit (ADU) means a secondary dwelling unit established in conjunction with, but clearly subordinate to, a single-family dwelling that is the principal structure on the lot and utilized solely by the owner of the lot. An ADU shall be utilized for the family that resides in the principal structure. The ADU may be attached to the principal structure, or it may be a separate accessory structure or portion thereof on the same lot. An ADU may also be erected over or in addition to a normally permitted accessory structure. An accessory dwelling unit may include a kitchenette or cooking facilities that do not include a full-size stove (30-inch in width or larger). For the purposes of this definition, mobile homes, manufactured homes, and recreational vehicles shall not be construed as an ADU.

...

Detached Accessory Dwelling Unit means an Accessory Dwelling Unit (ADU) that is clearly subordinate to and detached from the principal structure.

...

Attached Accessory Dwelling Unit means an independently functioning Accessory Dwelling Unit (ADU) that is attached to the principal structure, which includes an exterior point of access, bedroom, bathroom, and kitchenette.

...

Family means two or more persons related to the property owner by blood (within two degrees of consanguinity), marriage (within two degrees of affinity), adoption, or guardianship living together as a single housekeeping unit with a single kitchen facility. The term "single kitchen facility" shall not exclude one outdoor kitchen facility and one accessory dwelling unit (ADU) with a kitchenette per single housekeeping unit with one kitchen.

...

Garage apartment means an accessory dwelling unit containing living facilities for not more than one (1) family, above a garage or carport.

...

Guest means a person or persons that are not related by blood (within two degrees of consanguinity), marriage, adoption, or guardianship, that resides on the premises for a period not to exceed one (1) calendar week.

...

~~Guest quarters means an attached or detached building or secondary living area of residential use that provides living quarters for guest of the occupants of the principle residence, and:~~

~~(1) Contains no kitchen or cooking facility;~~

~~(2) Is clearly subordinate and incidental to the principle residence on the same building site; and~~

~~(3) Is not rented or leased, whether compensation be direct or indirect.~~

...

~~Kitchenette means a portion of a room intended for basic cooking and food preparation, not to include a full range stove that exceeds thirty (30) inches.~~

...

Sec. 77-27. - Open-single-family residential (O-SFR) district.

...

~~(f) Accessory Dwelling Unit (ADU). One accessory dwelling unit is allowed if all the requirements of Sec. 77-37 are satisfied.~~

...

Sec. 77-28. - Single-family residential (SFR) district.

...

~~(f) Accessory Dwelling Unit (ADU). One accessory dwelling unit is allowed if all the requirements of Sec. 77-37 are satisfied.~~

...

Sec. 77-37, ~~77-38~~. - Reserved. Accessory Dwelling Unit (ADU)

~~(a) Accessory Dwelling Units may be permitted within Open Single-family (O-SFR), Single-family (SF) Districts, and single-family districts within Planned Unit Developments unless specifically prohibited, provided all the following conditions are satisfied.~~

- ~~1. Occupancy: It shall be unlawful for the Accessory Dwelling Unit (ADU) to be leased or rented, whether compensation be direct or indirect.~~
- ~~2. Number: One Accessory Dwelling Unit is allowed in addition to an existing single-family home and other accessory structures.~~
- ~~3. Maximum size of an Accessory Dwelling Unit~~
 - ~~i. Open Single-Family (O-SFR) District and single-family residential lots one acre or greater.~~

1. A maximum of 650 square feet of conditioned space for any Accessory Dwelling Unit or twenty percent of the square-footage of the first story of the principal structure, the greater thereof.
 - ii. Single-family Residential (SFR) and single-family residential lots less than one-acre.
 1. A maximum 650 square feet of conditioned space for any Accessory Dwelling Unit.
 2. A maximum of 50 percent of the backyard area can be covered by buildings (area behind the principal residence to the rear of the property).
 - iii. A garage apartment proposed as a second-floor addition to a pre-existing garage which exceeds the square footage specified in this section are permitted to match the square footage of the footprint of the garage.
4. Maximum Height: Accessory Dwelling Units shall not exceed the top wall plate height of the principal structure. In the case of a garage apartment, the maximum height shall be 30 feet.
5. Setbacks: All Accessory Dwelling Units must satisfy the minimum setbacks for an accessory structure within the zoning district or planned unit development.
 6. Utility Connection: An accessory dwelling shall not have separate meter services for gas, electricity or water and shall connect to the utilities of the primary structure.
 7. Kitchen Facilities: An Accessory Dwelling Unit can have a kitchenette but shall have a stove/range with a maximum width of 24-inches.
 8. Address: The address is the same as the principal residence.
 9. Drainage: All Accessory dwelling units shall satisfy the minimum requirements for flood damage prevention (Chapter 32) and all requirements from the Manvel Engineering Design Criteria Manual.

Sec. 77-38. - Reserved.

ORDINANCE NO. 2024-O-24

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING CHAPTER 77 - ZONING, OF THE CODE OF ORDINANCES, PROVIDING FOR THE REGULATION OF ACCESSORY DWELLING UNITS; PROVIDING FOR THE CREATION AND MODIFICATION OF DEFINITIONS RELATED TO THE REGULATION OF ACCESSORY DWELLING UNITS, SECTION 77-3, DEFINITIONS; PROVIDING FOR AMENDMENTS TO SECTION 77-27, OPEN SINGLE-FAMILY RESIDENTIAL (O-SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-28, SINGLE-FAMILY RESIDENTIAL (SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-37, 77-38 - RESERVED, BY ESTABLISHING SECTION 77-37 - ACCESSORY DWELLING UNIT (ADU); PROVIDING FOR THE ESTABLISHMENT OF SECTION 77-38 - RESERVED; AND PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, the City of Manvel, Texas ("City") is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Manvel ("City Council") is empowered under the Texas Local Government Code to adopt ordinances and rules for the orderly and beneficial operation of City government and the welfare of the citizens of Manvel; and

WHEREAS, regulations related to accessory dwelling units are deemed to be necessary for the public health, safety, and welfare of the community as required by the City of Manvel Code of Ordinances; and

WHEREAS, the City Council desires to establish regulations for accessory dwelling units within the City.

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. The City Council hereby finds it appropriate to amend the Code of Ordinances by amending “Chapter 77 - Zoning” – “Section 77-3. – Definitions” of “Article I – In General” as specified in Exhibit A.

Section 3. The City Council hereby finds it appropriate to amend the Code of Ordinances by amending “Chapter 77 - Zoning” – “Section 77-27. – Open single-family residential (O-SFR) district” of “Article II. – District Regulations” as specified in Exhibit A.

Section 4. The City Council hereby finds it appropriate to amend the Code of Ordinances by amending “Chapter 77 - Zoning” – “Section 77-28. – Single-family residential (SFR) district” of “Article II. – District Regulations” as specified in Exhibit A.

Section 5. The City Council hereby finds it appropriate to amend the Code of Ordinances by amending “Chapter 77 - Zoning” – “Section 77-37, 77-38. – Reserved” of “Article II. – District Regulations” as specified in Exhibit A.

Section 6. The City Council hereby finds it appropriate to amend the Code of Ordinances by establishing “Chapter 77 - Zoning” – “Section 77-38. – Reserved” of “Article II. – District Regulations” as specified in Exhibit A.

Section 7. The City council hereby finds that the Zoning Amendments are consistent with the City’s comprehensive plan.

Section 8. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a

misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00.
Each day of violation shall constitute a separate offense.

Section 9. Savings/Repealing Provision. All ordinances and parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict only.

Section 10. Severability. If any provision of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 11. Effective Date. This ordinance takes effect immediately upon its passage and adoption on second reading and the publication of the caption, as required by the City Charter and state law.

PASSED AND APPROVED on first reading this _____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2024.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

Exhibit A

Sec. 77-3. – Definitions.

...

Accessory dwelling unit (ADU) means a secondary dwelling unit established in conjunction with, but clearly subordinate to, a single-family dwelling that is the principal structure on the lot and utilized solely by the owner of the lot. An ADU shall be utilized for the *family* that resides in the principal structure. The ADU may be attached to the principal structure, or it may be a separate accessory structure or portion thereof on the same lot. An ADU may also be erected over or in addition to a normally permitted accessory structure. An accessory dwelling unit may include a kitchenette or cooking facilities that do not include a full-size stove (30-inch in width or larger). For the purposes of this definition, mobile homes, manufactured homes, and recreational vehicles shall not be construed as an ADU.

...

Detached Accessory Dwelling Unit means an Accessory Dwelling Unit (ADU) that is clearly subordinate to and detached from the principal structure.

...

Attached Accessory Dwelling Unit means an independently functioning Accessory Dwelling Unit (ADU) that is attached to the principal structure, which includes an exterior point of access, bedroom, bathroom, and kitchenette.

...

Family means two or more persons related to the property owner by blood (within two degrees of consanguinity), marriage (within two degrees of affinity), adoption, or guardianship living together as a single housekeeping unit with a single kitchen facility. The term "single kitchen facility" shall not exclude one outdoor kitchen facility and one accessory dwelling unit (ADU) with a kitchenette per single housekeeping unit with one kitchen.

...

Garage apartment means an accessory dwelling unit containing living facilities for not more than one (1) family, above a garage or carport.

...

Guest means a person or persons that are not related by blood (within two degrees of consanguinity), marriage, adoption, or guardianship, that resides on the premises for a period not to exceed one (1) calendar week.

...

~~Guest quarters means an attached or detached building or secondary living area of residential use that provides living quarters for guest of the occupants of the principle residence, and:~~

~~(1) Contains no kitchen or cooking facility;~~

~~(2) Is clearly subordinate and incidental to the principle residence on the same building site; and~~

~~(3) Is not rented or leased, whether compensation be direct or indirect.~~

...

Kitchenette means a portion of a room intended for basic cooking and food preparation, not to include a full range stove that exceeds thirty (30) inches.

...

Sec. 77-27. - Open-single-family residential (O-SFR) district.

...

(f) Accessory Dwelling Unit (ADU). One accessory dwelling unit is allowed if all the requirements of Sec. 77-37 are satisfied.

...

Sec. 77-28. - Single-family residential (SFR) district.

...

(f) Accessory Dwelling Unit (ADU). One accessory dwelling unit is allowed if all the requirements of Sec. 77-37 are satisfied.

...

Sec. 77-37, ~~77-38.~~ - ~~Reserved.~~ Accessory Dwelling Unit (ADU)

(a) Accessory Dwelling Units may be permitted within Open Single-family (O-SFR), Single-family (SF) Districts, and single-family districts within Planned Unit Developments unless specifically prohibited, provided all the following conditions are satisfied.

1. Occupancy: It shall be unlawful for the Accessory Dwelling Unit (ADU) to be leased or rented, whether compensation be direct or indirect.
2. Number: One Accessory Dwelling Unit is allowed in addition to an existing single-family home and other accessory structures.
3. Maximum size of an Accessory Dwelling Unit

i. Open Single-Family (O-SFR) District and single-family residential lots one acre or greater.

1. A maximum of 650 square feet of conditioned space for any Accessory Dwelling Unit or twenty percent of the square-footage of the first story of the principal structure, the greater thereof.

- ii. Single-family Residential (SFR) and single-family residential lots less than one-acre.
 - 1. A maximum 650 square feet of conditioned space for any Accessory Dwelling Unit.
 - 2. A maximum of 50 percent of the backyard area can be covered by buildings (area behind the principal residence to the rear of the property).
- iii. A garage apartment proposed as a second-floor addition to a pre-existing garage which exceeds the square footage specified in this section are permitted to match the square footage of the footprint of the garage.
- 4. Maximum Height: Accessory Dwelling Units shall not exceed the top wall plate height of the principal structure. In the case of a garage apartment, the maximum height shall be 30 feet.
- 5. Setbacks: All Accessory Dwelling Units must satisfy the minimum setbacks for an accessory structure within the zoning district or planned unit development.
- 6. Utility Connection: An accessory dwelling shall not have separate meter services for gas, electricity or water and shall connect to the utilities of the primary structure.
- 7. Kitchen Facilities: An Accessory Dwelling Unit can have a kitchenette but shall have a stove/range with a maximum width of 24-inches.
- 8. Address: The address is the same as the principal residence.
- 9. Drainage: All Accessory dwelling units shall satisfy the minimum requirements for flood damage prevention (Chapter 32) and all requirements from the Manvel Engineering Design Criteria Manual.

Sec. 77-38. - Reserved.



MANVEL PD & Z DATA SHEET

MEETING DATE: July 8, 2024

TOPIC: A request by Redeemer Church/Manvel, Sonmar of Albuquerque, L.L.C., Meldi Hospitality, L.P., and Milestone South Six Development, Ltd. to abandon a portion of 40' wide right-of-way identified in Volume 2, Page 81 in the Plat Records of Brazoria County, within the Emigration Land Company Subdivision of the H.T. & B. R.R. Co. Survey, Abstract 47, being a total of 2.3159 acres.

BACKGROUND: This request pertains to a 40-foot-wide right-of-way (ROW) generally located south of Hwy 6/Morris Ave, west of Iowa Ln, and north of and terminating at the Topeka & Santa Fe Railroad. The properties involved in this abandonment request are the existing Redeemer Church, and three (3) vacant surrounding properties. The applicants are in agreement that there is no need to maintain the dedicated right-of-way and abandonment will not impede their ability to access the affected properties.

The subject ROW is not a major throughfare and the proposed abandonment will not have any detrimental impact in the area.

STAFF RECOMMENDATION: Staff recommends approval of this requested ROW abandonment with the approval of Ordinance No. 2024-O-28.

ATTACHMENTS: Ordinance No. 2024-O-28, ROW abandonment application packet, and Approved Preliminary Plat for Foxtail Palms.

FUNDING ISSUES

☒ Not applicable

☐ Not budgeted

☐ Full amount already budgeted

☐ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER
Ian Knox

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

ORDINANCE NO. 2024-O-28

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

*** * * * ***

WHEREAS, Redeemer Church Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, LLC., and Milestone South Six Development, LTD. (Applicants) have petitioned the City of

Manvel, Texas, to vacate, abandon, and close the hereinafter described right-of-way abutting its property; and

WHEREAS, said right-of-way is a generally 40-foot unimproved strip of right-of-way running from Iowa Lane (on the east) to the Topeka & Santa Fe called 150 strip (on the west), Manvel, Brazoria County, Texas, said right-of-way being found at VOL. 2, PG. 81 B.C.D.R.; and

WHEREAS, Applicants have submitted the necessary application and information and fees to the City to review the request for abandonment, said application attached hereto as Exhibit A;

WHEREAS, the City Council has determined that such public right-of-way is no longer necessary for public convenience and necessity and should be vacated, abandoned, and closed, and any interest in said right of way released; now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANVEL, STATE OF TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC.

PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

said rights-of-way being more particularly described by metes and bounds, and shown by map, as attached as Exhibit B, attached hereto and incorporated herein.

Section 3. The rights-of-way are hereby vacated, abandoned, and closed, and any public right of way interest therein is released.

Section 4. This abandonment is subject to, and contingent upon, payment of all fees and consideration (as determined by the appraisal commissioned in connection with this abandonment request, as may be modified by city council) by the Applicants, or other satisfaction of said consideration requirement as may determined by Council, as well as fulfillment of all other requirements of state law, city ordinances, and the City's abandonment policy.

Section 5. Upon satisfaction of the above, the Mayor and City Secretary are hereby authorized to execute and attest, respectively, quitclaim deeds, conveying the respective abandoned right of way interests to the abutting property owner(s), upon request.

Section 6. Repealer. All ordinances or parts of ordinances, or resolutions, official or unofficial policies, or practices inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 7. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall

not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2024.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2024.

Dan Davis, Mayor

ATTEST:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

Exhibit A

Abandonment application and documents

Exhibit B

Metes and bounds/surveys

Maps of areas to be abandoned

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

City of Manvel
20025 Hwy 6 * Manvel, TX 77578
Phone 281-489-0630 Fax 281-489-0634

**Application for Abandonment, Vacation, Closing and
Relocation of Streets, Alleys, Rights-of-Way and Easements**

Fees: \$1000.00 (to be paid after staff determines if the request is feasible)

Date 02/29/2024 (Hold For Surveys)

Names of property owners: (Proof of ownership must be provided)

Property Owner 1: Redeemer Church/Manvel

Address: 18218 SH 6, Manvel, TX 77578 Phone#281-692-9711

Property Owner 2: Meldi Hospitality, L.P.

Address: _____ Phone# _____

Property Owner 3: Sonmar of Albuquerque, L.L.C.

Address: 4255 Dean Martin Dr. Suite J, Las Vegas, NV 89103

Phone#702-339-9115

Property Owner 4: Milestone South Six Development, Ltd.

Address: 9800 Richmond Ave., Ste 490, Houston, TX 77042

Phone# 713-784-3790

Reason and intent for requested action:

Redeemer Church/Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, L.L.C., and Milestone South Six Development, Ltd. are in agreement that there is no need to maintain a Right-of-Way easement on the southern boundary of Redeemer Church/Manvel and Meldi Hospitality L.P., the common northern boundary with Sonmar of Albuquerque, L.L.C., and the continuation of this Right-of-Way easement into and including the portion of the easement in the southern part of the described Milestone South Six Development Ltd. Property.

We agree that removing this Right-of-Way will not impede our ability to develop or access our respective properties.

We request that the City of Manvel approves our Application for Abandonment of the above-described Right of Way.

Entire limits and extent of the property to be abandoned, vacated, closed or relocated:

Southern border of Redeemer Church/Manvel property described as:
UNRESTRICTED RESERVE "A" OF REDEEMER CHURCH MANVEL, a
subdivision of 9.586 acres of land in Brazoria County, Texas, according to the
Final Plat thereof recorded under File No. 2022-045579, Official Records of
Brazoria County, Texas.

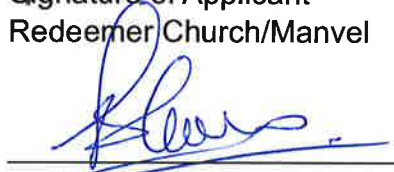
Southern border of Meldi Hospitality, L.P. property described as:
6.327 Acres Undeveloped Land Located at SW corner of State Highway 6 and
Iowa Lane in Manvel, Brazoria County, Texas and also identified as A0285 HT &
BRR TRACT 203 ACRES 6.327 BRAZORIA COUNTY TEXAS.

Interior Part of Sonmar of Albuquerque, L.L.C. property described as:
40' Platted Roadway as shown in Vol 2, PG 81 BCMR affecting part of 30.244
Acres as File No. 2006018645 BCOR

Southern portion of Milestone South Six Development, Ltd. property
described as:
15.304 Acres Undeveloped land located at the NW corner of Iowa Lane and
Bissell Road in Manvel, Texas and also identified as A0285 HT & BRR TRACT
201-202-205-206 Brazoria Country Texas and Brazoria Country Appraisal District
parcel number 0285-0026-010



Signature of Applicant
Redeemer Church/Manvel



Signature of Applicant
Meldi Hospitality, L.P.



Signature of Applicant
Sonmar of Albuquerque, L.L.C.



Signature of Applicant
Milestone South Six Development, Ltd.

Sonmar of Albuquerque, LLC

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

State of Nevada

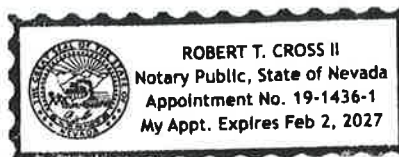
County of Clark

On February 12th, 2024, before me, Gary Tharaldson, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



Milestone South Six Development, LTD

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS

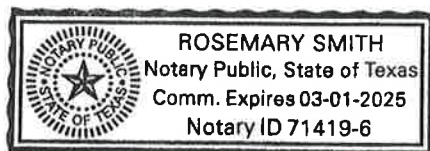
County of HARRIS

On FEBRUARY 5, 2024, before me, JACOBO MALCA,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosemary Smith



Procedures:

Date of Action

FEES PAID \$1000

Check Number 503

Collect the following documents

_____ A formal recent survey prepared by a registered professional land surveyor that identifies the location and physical configuration of the site. The survey shall also specify the acreage or square footage;

_____ The proper legal description of the property to be considered for abandonment, including, if appropriate, a metes and bounds description verified by a registered surveyor or by county records (that will identify the property by a legal instrument with volume, page, etc.); and

✓ _____ Collect administration processing fee of \$1,000.00 to cover the cost of the title report, appraisal, staff and consultant review time, and the ordinance and deed preparation legal fees;

Staff procedures:

_____ Commission a title report of the area to be abandoned.

_____ Commission an independent appraisal of the area to be abandoned.

_____ Send letters to all utility companies, drainage districts, affected city departments, and/or other interested agencies identifying the proposed action and requesting a letter of "no objection" from each of the concerned entities within thirty (30) days; and

_____ Determine if a utility easement is needed in the area considered to be abandoned and, if determined to be necessary, to have the new utility easement reserved in the deed of conveyance or obtained separately and recorded in the property deed record to be filed with the Brazoria County Clerk.

_____ Scheduled Public Hearing Date for Planning Development and Zoning

_____ Scheduled Public Hearing Date for City Council (1st reading of the ordinance)

_____ Notice to property owners will be initiated ten (10) days prior to the scheduled public hearing. The city shall provide written notice of such public hearing to each owner of real property, as indicated by the most recently approved city tax roll, whose property abuts or lies within 200 feet of the subject street, alley, right-of-way or easement.

_____ Collect tender/escrow by the applicant(s) of the appraised value of the abandoned area (must be collected prior to second reading of the ordinance)

_____ Upon request by applicant, and the pre-payment of all recordation fees, a quitclaim deed will be prepared and filed in the deed records of the Brazoria County Clerk. The Mayor and City Manager are authorized to execute said quitclaim deeds.

PROPERTY OWNER: 1

DEED OF TRUST

RECORDATION REQUESTED BY:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SEND TAX NOTICES TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS DEED OF TRUST is dated March 31, 2023, among Redeemer Church/Manvel, whose address is 18218 Morris Ave., Hwy 6, Manvel, TX 77578 ("Grantor"); TEXAS METHODIST FOUNDATION, whose address is 11709 Boulder Lane, Suite 100, Austin, TX 78726 (referred to below sometimes as "Beneficiary"); and Paula Sini, whose address is 11709 Boulder Lane, Austin, TX 78726 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Brazoria County, State of Texas:

See Exhibit 'A', which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 18218 Morris Ave., Highway 6, Manvel, TX 77578.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$1,718,952.06 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on March 31, 2023 at Grantor's request and which Grantor will use under its charter powers to discharge corporate debts. Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous

RECORDED BY
AMERICAN TITLE COMPANY
GF 5049922-04841

DEED OF TRUST

RECORDATION REQUESTED BY:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:

TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
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THIS DOCUMENT HAS BEEN
ELECTRONICALLY RECORDED

RECORDED BY
AMERICAN TITLE COMPANY
GF 30879902-04841

insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$25,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property,

or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if

Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability

PROPERTY OWNER : 2

GENERAL 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

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZORIA

THAT FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership, hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by MELDI HOSPITALITY LP, a Texas Limited Partnership, hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of ONE MILLION FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,440,000.00), bearing interest and payable as therein provided to the order of Grantor herein, and containing customary acceleration of maturity, past due interest and attorney's fees clauses; said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to MALCOLM S. MORRIS, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Brazoria County, Texas, described as follows, to-wit:

6.327 ACRES OF LAND, OUT OF TRACT 203 OF THE EMIGRATION LAND COMPANY SUBDIVISION OF SECTION 65, H.T.&B.R.R. COMPANY SURVEY, ABSTRACT 285, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 81 AND 82, PLAT RECORDS, BRAZORIA COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ANY AND ALL PURPOSES.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns, forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that Vendor's Lien is retained in favor of Grantor who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

THE HEREIN CONVEYED PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED ON THE PART OF GRANTOR, OR ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 17 day of August, 2018.

FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership

By: **STANFORD GLOBAL CORP., a Texas Corporation, its General Partner**

By: _____
Name: Jane L. Lee
Title: General Partner

THE STATE OF TEXAS

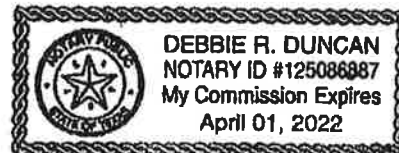
COUNTY OF Fort Bend

This instrument was acknowledged before me, on this 17 day of August, 2018, by Jane L. Lee as General Partner of **STANFORD GLOBAL CORP., a Texas Corporation**, acting in its capacity as General Partner of **FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership**, on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

GRANTEE'S MAILING ADDRESS

P.O. Box 84465
Pearland, TX 77584





PROPERTY OWNER : 3

54.839 Acres

March 24, 2006
Job No. 1727-6000

PART THREE
30.244 ACRES

All that certain tract or parcel containing 30.244 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of that certain tract called 19.1938 acres and part of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide platted roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South $02^{\circ} 37' 36''$ East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide platted roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide platted roadway (not open) and continue in all a total of 2549.88 feet to a 5/8-inch iron with a plastic cap marked "LJA ENG." previously set for the POINT OF BEGINNING of the herein described tract, same being the northeast corner of the aforesaid 25.5279 acre tract, on the south right-of-way of said 40.0 foot wide platted roadway (not open) and marking the northeast corner of Lot No. 202 of said Emigration Land Company Subdivision;

Thence South $02^{\circ} 37' 36''$ East, 725.16 feet continuing with said west right-of-way line, with the east line of said Lot No. 202 and with an east line of said 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner;

Thence North 70° 28' 24" West, 3031.40 feet departing said east and west lines, crossing the north line of the aforesaid 25.5279 acre tract and the north line of aforesaid Lot No. 201 of said subdivision, same being the south line of the aforesaid 40.0 foot wide platted roadway (not open) and crossing the north line of said 40.0 foot wide platted roadway (not open), same being the south line of the aforesaid Lot No. 205 of said subdivision and the south line of the aforesaid 19.1938 acre tract to a 5/8-inch iron rod with plastic cap marked "LJA ENG." previously set for corner on the west line of said Lot No. 206 of said Emigration Land Company Subdivision, on an east line of Lot No. 207 of said subdivision and on an east line of that certain tract called "All of Lot No. 207, Lot No. 208 and Lot No. 225" conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 255.43 feet with the common line between said 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot No. 206 and Lot No. 207 to a 5/8-inch iron rod previously found for corner on the east line of said Lot No. 207, same being the northwest corner of said Lot No. 206, the northwest corner of said 19.1938 acre tract and the southwest corner of Lot No. 225 of said subdivision;

Thence North 86° 46' 37" East, with the north line of said 19.1938 acre tract, the south line of said McCutcheon tract, the south line of that certain tract called 3.696 acres conveyed to Douglas B. Wilson, Trustee, by an instrument of record in File No. 02-048631 of the B.C.P.R., with the common line between Lot No. 206 and Lot No. 225 and Lot No. 205 and Lot No. 226, at 1314.41 feet pass a previously found one (1) inch iron pipe and continue in all a total of 1317.67 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner, the northeast corner of said 19.1938 acre tract and the common corner of Lot No. 204, Lot No. 205, Lot No. 226 and Lot No. 227 of said subdivision and on a west line of that certain tract called 5.021 acres conveyed to Grace United Methodist Church of Marvel and Iowa Colony, Texas by an instrument of record in File No. 2004-039311 of the B.C.P.R.;

Thence South 03° 03' 09" East, with the east line of said 19.1938 acre tract, with the west line of said 5.021 acre tract and with the common line between said Lot No. 205 and Lot No. 204, at 661.35 feet pass a 5/8-inch iron rod with a cap marked "LJA ENG." previously set

54.839 Acres

March 24, 2006
Job No. 1727-6000

marking the common south corner of said 19.1938 acre and 5.021 acre tracts and the common south corner of said Lot No. 205 and Lot No. 204 and continue in all a total of 701.35 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner on the south right-of-way line of the aforesaid 40.0 foot wide platted roadway (not open), on the north line of the aforesaid Lot No. 201 and on a north line of the aforesaid 25.5279 acre tract;

Thence North $86^{\circ} 49' 27''$ East, 1487.21 feet with said north and south lines to the POINT OF BEGINNING and containing 30.244 acres of land.

Said Part One, Part Two and Part Three contain a total of 54.839 acres of land.

This description is based on a survey made on the ground under my supervision in March, 2006.

Jesse T. Poulson
Registered Professional Land Surveyor
Texas Registration No. 1891

LJA Engineering & Surveying, Inc.

PROPERTY OWNER : 4

PART FIVE
15.304 ACRES

All that certain tract or parcel containing 15.304 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of the residue of that certain tract called 19.1938 acres and part of the residue of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide Platted Roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South 02° 37' 36" East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide Platted Roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide Platted Roadway (not open), at 2549.88 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of said 40.0 foot wide Platted Roadway (not open), same being the easterly northeast corner of that certain tract called 30.244 acres conveyed to Sonmar Of Albuquerque, L.L.C., by an instrument of record in File No. 2006018645 of the B.C.O.R. and continuing with the west right-of-way line of said County Road No. 82 (Iowa Lane) and the east line of said 30.244 acre tract in all a total of 3,275.04 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 30.244 acre tract and the POINT OF BEGINNING of the herein described tract;

Thence South 02° 37' 36" East, 237.53 feet continuing with said west right-of-way line and with an east line of the aforesaid residue of 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 25.5279 acre tract and on the northerly line of the Topeka & Santa Fe Railroad Company's 150.0 foot wide right-of-way;

Thence North 70° 28' 24" West, with the south line of said 25.5279 acre tract and with the north line of said Topeka & Santa Fe Railroad Company's right-of-way, at 2494.26 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of the aforesaid 40.0 foot wide Platted Roadway (not open), at 2597.90 feet pass the north line of said 40.0 foot wide Platted Roadway (not open) and an east corner of the aforesaid residue of 19.1938 acre tract and continue with the north line of said Topeka & Santa Fe Railroad Company's right-of-way and with a south line of said residue of 19.1938 acre tract and with a south line of the aforesaid Lot No. 206 in all a total of 3,029.05 feet, a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of said residue of 19.1938 acre tract and the southwest corner of Lot No. 206, same being the southeast corner of Lot No. 207 of said Emigration Land Company Subdivision and the southeast corner of that certain tract conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 238.43 feet with the common line between said residue of 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot 206 and Lot 207 of said subdivision to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of the aforesaid 30.244 acre tract and from which point a 5/8-inch iron rod found marking the common corner of Lot No. 206 and Lot No. 225 of said subdivision bears North 03° 08' 59" West, 255.43 feet;

Thence South 70° 28' 24" East, 3031.40 feet departing said common lines and with the south line of said 30.244 acre tract to the POINT OF BEGINNING and containing 15.304 acres of land.

EXHIBIT A



-Red outlined area is the general area of ROW abandonment.

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
REDEEMER TRACT
H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS

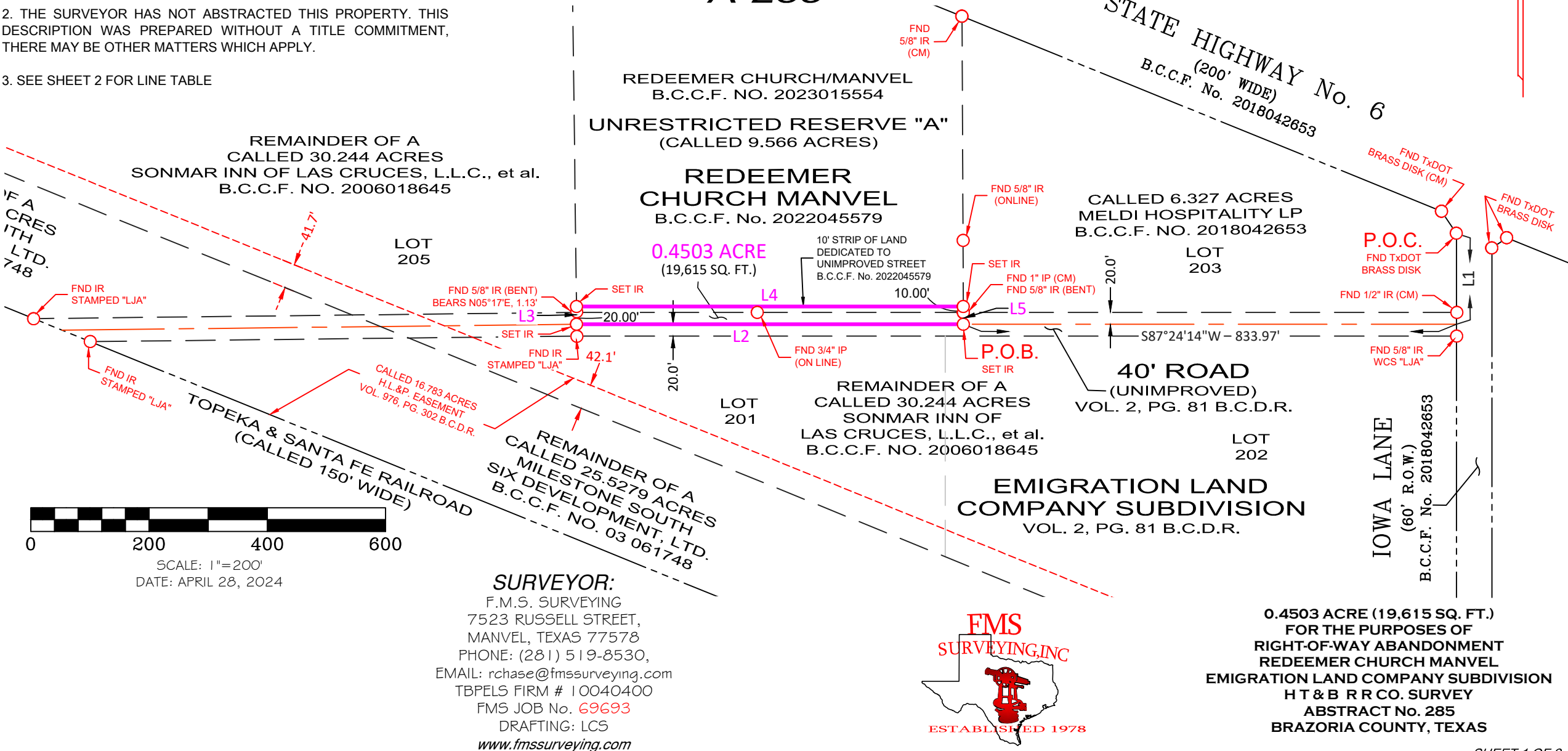


EXHIBIT "B"
REDEEMER TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S87°24'14"W	653.69'
L3	N03°21'38"W	30.00'
L4	N87°24'14"E	653.96'
L5	S02°51'03"E	30.00'

METES AND BOUNDS DESCRIPTION
0.4503 ACRE (19,615 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4503 acre (19,615 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4503 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the **POINT OF BEGINNING** and southeast corner of the herein described tract;

THENCE, South 87°24'14" West, continuing along said centerline, a distance of 653.69 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 03°21'38" West, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northwest corner of a 10 feet wide strip of land dedicated to unimproved street as recorded on Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being the southwest corner of Unrestricted Reserve "A" of said Redeemer Church Manvel and marking the northwest corner of the herein described tract;

THENCE, North 87°24'14" East, along the north line of said 40 feet wide Road, a distance of 653.96 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of said Unrestricted Reserve "A", the northeast corner of said 10 feet wide strip and of the herein described tract;

THENCE, South 02°51'03" East, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.4503 Acre (19,615 square feet) of land.



5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

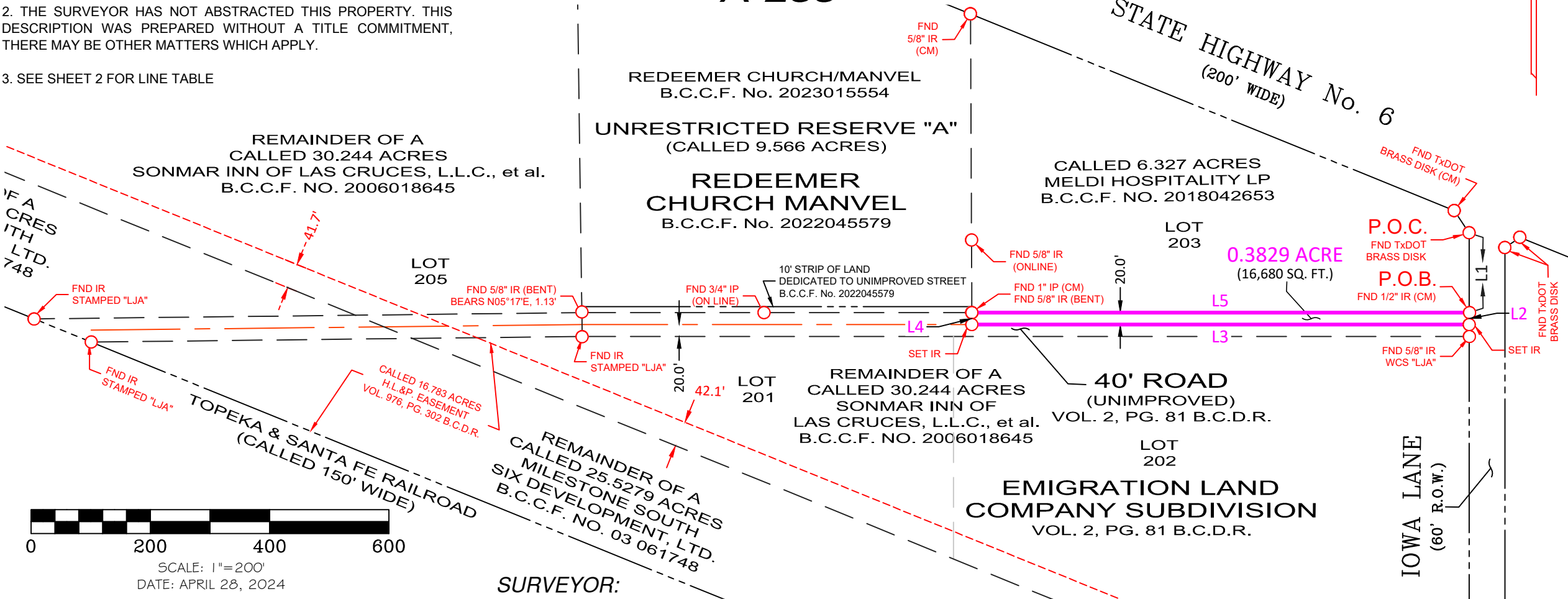
EXHIBIT "A"
MELDI TRACT

H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.3829 ACRE (16,680 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
MELDI TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S02°35'06"E	20.00'
L3	S87°24'14"W	833.97'
L4	N02°51'03"W	20.00'
L5	N87°24'14"E	834.07'

METES AND BOUNDS DESCRIPTION
0.3829 ACRE (16,680 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.3829 acre (16,680 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-2858 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.3829 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 02°35'06" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with the west R.O.W. line of said Iowa Lane and marking the southeast corner of the herein described tract;

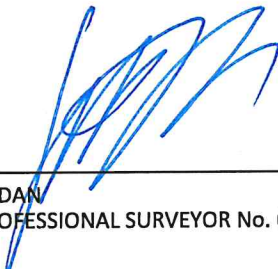
THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 02°51'03" West, a distance of 20.00 feet to a found 1-inch iron pipe in the north line of said 40 feet wide Road, marking the southwest corner of the aforesaid called 6.327 acre tract and marking the northwest corner of the herein described tract;

THENCE, North 87°25'14" West, along the north line of said 40 feet wide Road, a distance of 834.07 feet to the **POINT OF BEGINNING** and containing 0.3829 Acre (16,680 square feet) of land.



5/1/24


SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

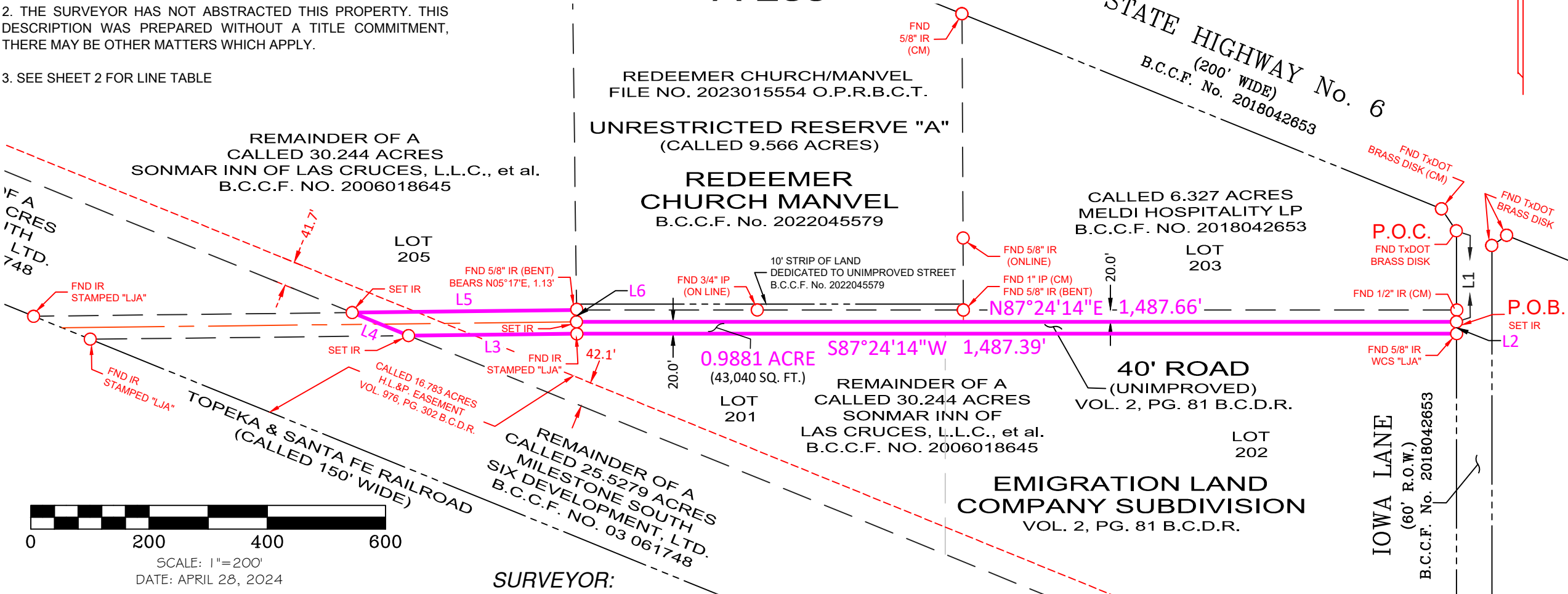
1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
SONMAR TRACT
H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME

N
FMS



SURVEYOR:

F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.9881 ACRE (43,040 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
SONMAR TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S02°35'06"E	20.00'
L3	S86°44'36"W	284.72'
L4	N70°25'54"W	103.12'
L5	N86°44'36"E	379.70'
L6	S03°21'38"E	20.00'

METES AND BOUNDS DESCRIPTION
0.9881 ACRE (43,040 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.9881 acre (43,040 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.9881 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane, same marking the **POINT OF BEGINNING** and the most easterly northeast corner of the herein described tract;

THENCE, South 02°35'06" East, 20.00 feet to a found 1/2-inch iron rod making the northeast corner of Lot 202 of Emigration Land Company Subdivision, a subdivision plat of record in said Volume 2, Page 81 B.C.D.R.;

THENCE, South 87°24'14" West, departing said west R.O.W. line, along the common line of said 40 feet wide Road , the north line of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. recorded under B.C.C.F. No. 2006018645, a distance of 1,487.39 feet to a found iron rod with cap stamped "LJA" making an angle point in said south R.O.W. line;

THENCE, South 86°44'36" West, continuing along said common lines, a distance of 284.72 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development, LTD. As recorded under B.C.C.F. No. 03 061748 , same marking a westerly corner of the remainder of said called 30.244 acre tract and southwest corner of the herein described tract;

THENCE, North 70°25'54" West, a distance of 103.12 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of a called 19.1938 acre tract of land conveyed by deed to Milestone South Six Development, Ltd. by said deed recorded under B.C.C.F. No. 03 061748 and marking the northwest corner of the herein described tract;

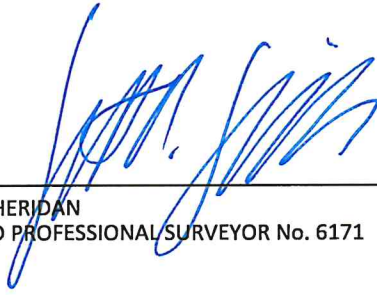
THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 379.70 feet to an angle point, same being the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No.2022045579 and being the marking the southeast corner of a called 19.1938 acre tract of land conveyed by deed to Milestone South Six Development, Ltd. by said deed recorded under B.C.C.F. No. 03 061748, and marking the most northerly northeast corner of the herein described tract;

THENCE, South 03°21'38" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set in the centerline of said 40 feet wide Road and marking an interior corner of the herein described tract, from which a found 5/8-inch iron rod (Bent) bears North 05°17' East, 1.13 feet;

THENCE, North 87°24'14" East, a distance of 1,487.66 feet to the **POINT OF BEGINNING** and containing 0.9881 Acre (43,040 square feet) of land.



5/1/24


SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

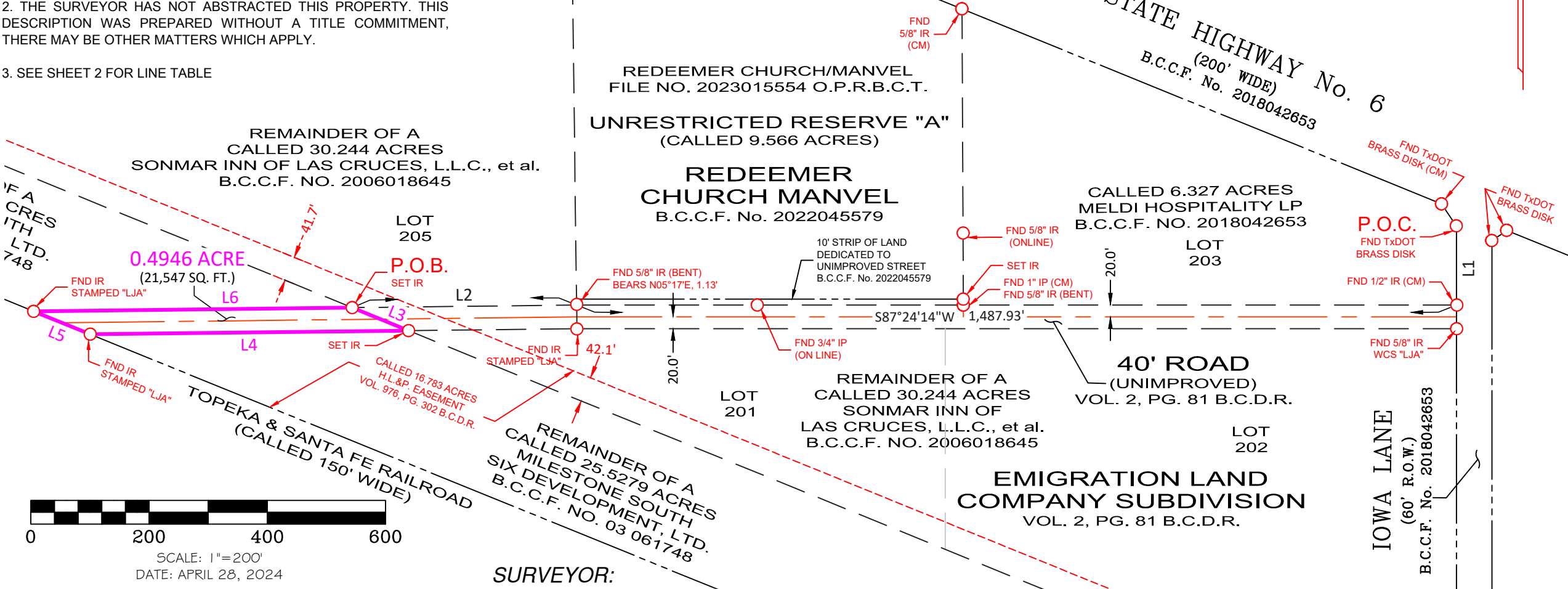
1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
MILESTONE TRACT
H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
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NO.	NUMBER
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SURVEYOR:
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MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com



0.4946 ACRE (21,547 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R Co. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
MILESTONE TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S86°44'36"W	379.70'
L3	S70°25'54"E	103.11'
L4	S86°44'36"W	538.43'
L5	N70°32'09"W	103.56'
L6	N86°44'36"E	538.92'

METES AND BOUNDS DESCRIPTION
0.4946 ACRE (21,547 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4946 acre (21,547 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-2858 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4946 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the north line of said 40 feet wide Road, a distance of 1,487.93 feet to a point for the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being a corner of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. as recorded under B.C.C.F. No. 2006018645, from which a found 5/8-inch iron rod bears North 05°17' East, 1.13 feet;

THENCE, South 86°44'36" West, a distance of 379.70 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of the remainder of a called 19.1938 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748, same marking the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE, South 70°25'54" East, over and across said 40 feet wide Road, a distance of 103.11 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748 and marking the southeast corner of the herein described tract;

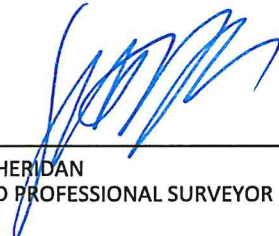
THENCE, South 86°44'36" West, a distance of 538.43 feet to a found iron rod with cap stamped "LJA" in the northeasterly R.O.W. line of Topeka & Santa Fe Railroad (Called 150' wide), same marking the northwest corner of the remainder of said called 25.5279 acre tract and the southwest corner of the herein described tract;

THENCE, North 70°32'09" West, along said northeasterly R.O.W. line, a distance of 103.56 feet to a found iron rod with cap stamped "LJA" in said northeasterly R.O.W. line and marking the southeast corner of the remainder of said called 19.1938 acre tract and the northwest corner of the herein described tract;

THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 538.92 feet to the POINT OF BEGINNING and containing 0.4946 Acre (21,547 square feet) of land.



5/1/24


SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171