



**Planning & Zoning
Commission Meeting
September 8, 2020
7:00 p.m.**

W.K. (Trey) Hoffman, Chairman
Anne-Marie McMichael, Vice-Chair
Louise Richman, Secretary
Charles Calderwood

Patrick Johnson
John Lisenby
Maryellen McGlothlin
Jim Autenreith, Alternate



AGENDA

City of Spring Valley Village
Planning & Zoning Commission Meeting
Council Chambers at City Hall
1025 Campbell Road, Spring Valley Village, Texas
Tuesday, September 8, 2020 at 7:00 P.M.

SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE

In accordance with order of the Office of the Governor issued March 16, 2020, the Planning & Zoning Commission of Spring Valley Village will conduct the meeting scheduled at 7:00 p.m. on Tuesday, September 8, 2020 in the City Hall Council Chambers, located at 1025 Campbell Road, in part by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting agenda and agenda packet are posted online at www.springvalleytx.com.

The video link to this meeting is <https://us02web.zoom.us/j/83508926521>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 835 0892 6521 and #.

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

An audio recording of the meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

- 1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT**
- 2. APPROVAL OF MEETING MINUTES:** Regular Meeting on August 11, 2020
- 3. CONDUCT A PUBLIC HEARING CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND

ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

- A. Presentation of Requested PAD Amendment by Applicant
- B. Those In Favor
- C. Those Opposed
- D. Adjourn Public Hearing

4. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX –AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

5. **CONDUCT A PUBLIC HEARING CONCERNING:** A Preliminary and Final Re-Plat of Bade Street Reserve, A Plot Containing 0.1441 Acre Of Land, Situated In The Freeway Planned Area Development District, City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9200 Old Katy Road.

- A. Presentation of Preliminary and Final Re-Plat by Applicant
- B. Those In Favor
- C. Those Opposed
- D. Adjourn Public Hearing

6. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Preliminary and Final Re-Plat of Bade Street Reserve, A Plot Containing 0.1441 Acre Of Land, Situated In The Freeway Planned Area Development District, City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9200 Old Katy Road.

7. **CONDUCT A PUBLIC HEARING CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

- A. Presentation of Requested PAD by Applicant
- B. Those In Favor
- C. Those Opposed
- D. Adjourn Public Hearing

8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

9. **DISCUSSION AND DIRECTION CONCERNING:** The Activities of the City Council During the August 25, 2020 Meeting Regarding Planning & Zoning Commission Matters.

10. ADJOURNMENT

Note: Per Chairman Hoffman, if a quorum is not made at the Planning & Zoning Commission meeting, the members present will meet as a sub-committee strictly to discuss the agenda items.

Posted this the 3rd day of September, 2020 at 10:00 a.m. pursuant to the Open Meetings Act, Chapter 551, Texas Government Code.

Attest:


Roxanne Benitez, TRMC, CPM, CMCO
City Secretary

In compliance with the Americans with Disabilities Act, the City of Spring Valley Village will provide reasonable accommodations for persons attending public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made no less than 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308 or email secretary@springvalleytx.com for further information.

Minutes

Planning & Zoning Commission Meeting Minutes
City of Spring Valley Village
Tuesday, August 11, 2020

- 1. The Planning & Zoning Commission meeting was called to order by Chair Trey Hoffman at 7:00 p.m. in the Council Chambers of City Hall, 1025 Campbell Road, Houston, Texas.**

Planning & Zoning Members present at City Hall:

Trey Hoffman, Chair
Anne-Marie McMichael
Charlie Calderwood
John Lisenby

Planning & Zoning Members present via Zoom:

Louise Richman

A quorum was present.

City Officials present:

Julie Robinson, City Administrator - via phone/Zoom
Zach Meadows, Director of Community Development
Matt Hitt, Assistant to City Administer
David Dominy, P&Z Liaison – via phone
Loren Smith, City Attorney

- 2. Approval of meeting minutes for regular meeting July 13, 2020**

Mr. Hoffman noted that there are no changes to the minutes based on citizen input. The minutes give a “flavor” and are not a legal document. There are recorded minutes. These were the longest minutes ever and the secretary is off site. Ms. McMichael made the motion to approve the minutes. Mr. Calderwood seconded the motion. The motion carried 5 to 0.

- 3. Conduct a public hearing concerning:** Ordinance Number 2020-XX an ordinance of the City of Spring Valley Village creating and approving a Planned Area Development (“PAD”) of approximately 1.17 acres of land just east of the north east intersection of Katy Freeway and Adkins Road, being out of Lot 17 and Lot 2 of the West Park Subdivision, in the Thomas A. Hoskins Survey, Abstract No. 342, Harris County, Texas, within the Freeway Planned Area Development District to allow construction of a three story professional building over a four level parking structure, with one level below ground, for a maximum height of eighty-five feet (85’), additional surface parking, and allowing professional, medical and surgical uses; providing for severability; and providing a penalty not to exceed \$2,000 for each day of violation of any provision hereof.
 - a. Presentation of requested PAD amendment by applicant
 - b. Those in favor
 - c. Those opposed
 - d. Adjourn public hearing

Mr. Hoffman opened the public hearing at 7:05 p.m. Mr. Hitt gave instructions on how to speak via mobile, PC, etc. One can remove mask when speaking at the microphone. Mr. Hoffman noted that this is the third meeting with comments. Speakers on the item will be limited to three minutes and should address the plans based on their re-submittal. Please do not repeat each other. Comments sent via email have been distributed to the Planning & Zoning members. Mr. Hoffman said that the developers would present first and then the speakers.

The developer(s) said that they took “to heart” the comments from the last meeting. He spoke first about the impact of commercial development on home values. He looked at a seven block area around the proposed development and recorded every sale. Property values increased. He also took different commercial scenarios in affluent areas, Memorial City, Marathon Tower, and Hines developments around San Felipe, Shepherd, and Kirby.

Area	10 Years-% Growth	Annual % growth
River Oaks	71.9%	7.2%
Tanglewood	36%	3.6%
Memorial City	44%	4.4%
Spring Valley Village	74.3%	7.4%

The developers presented the slides.

1	Location – same look and materials
3	Back – removed fins and landscaping due to concerns over access to building & landscaping maintenance; frosted back windows up to five feet
4	Site rendering – same material
5	Site rendering – different view
6	Moved garage back 47 feet; 65 feet from sound wall; trash pickup will be a smooth, efficient flow
8	Same as before
9	100 feet from residents; comparison to other SVV buildings
11	Shows frosted glass
13, 14	Shows frosted glass comparisons
15	Talked about height changes. Ms. Robinson asked for clarification re: 85 feet to 78 feet.
17	Site lines from resident’s view
18	Cannot see the garage
19	No real changes
22	Parking count at 290 cars; as low as they feel comfortable going
27	Lighting is within city codes; SVV requires occupancy standard in offices. No one in office – no lights on
Remainder of slides	No changes

Mr. Hoffman proceeded to the speakers and called on the ones in City Hall first.

Rebecca Bloch tried to make a comment.

M. Meyer, 9166 Cardwell

- Too bad amendments to minutes not accepted
- Anyone taller than Margey can look down at homes
- 47 feet is not a lot of space; 100 feet makes sense
- How can we trust the developers; talked to appraiser and said value will be lost
- Generator will be noisy
- Light ordinance – only covers exterior lights, not interior

Valerie Spears, 9208 Cardwell

- Lights always on, light pollution
- Generator noise
- Hear every noise, amplified
- Abate generator noise
- All of the above will affect property values

Sheila Hamilton, 1108 Bade

- Does not believe property values statistics
- Agrees with everything people have said

Laura Peachee, 1200 Anne

- Build up lot three to five feet and that adds to the 78 foot height
- Two suburbans away and that is too close
- Crape myrtle – lose leaves
- Generator – move someplace else
- Property values – misleading; tear downs are to the west of Campbell not to the east; east has not seen the teardowns

Rebecca Bloch, 9205 Cardwell

- Two corrections on slides – 21 feet to her garage; crape myrtle trees
- Developer did not do the 100 feet setback from the sound wall
- Zoning map of Adkins and Campbell have 85 feet
- Green area is 39 feet
- Why are there two standards?
- Does not want height exception from 39 feet

Mr. Hoffman noted that her time was up.

- Ms. Bloch continued to ask how you would like to live behind such a building. Act and protect residents and not developers.

Don Crumpler

- Used to be on Planning & Zoning under Mayor Tate
- Has lived in and had a business in Spring Valley Village since 1955
- The 39 foot height and 100 foot setback should be taken into consideration
- Can look down into his home

Mark Berry, 9120 Hilldale

- Not really affected by this but feels for those residents who are affected
- Asking for a variance, why is it reasonable

Zack Raffoul, 9209 Cardwell

- Concerns: noise, dumpster, generator, decrease of property values, and changes to zoning
- No one will make an offer on his house
- Favors 100 foot setback, 39 foot height

Chris McInturff, 12 Inverness Park Circle

- Doctors are moving to neighborhood
- Nice building
- Some positive value
- Stoeller building seems taller

Christopher Evers, 1133 Bade

- Concerns are lights, height, setback

Denise Wellborn, 8818 Westview

- Thanked everyone
- Uniformity of buildings along IH-10
- Height, distance to sound wall are concerns
- Once precedent is set, then others will want the same

Lili Mahvash, 1018 Bade

- Has lived in Penn Manor since 1978
- Does not approve of the variance; will set a precedent
- Concerns: trash pickup, noise, property values, frosted windows not sufficient
- Agrees with women who spoke previously
- Not fair to take developer's side, take side of residents

Mr. Hoffman noted that the comments were starting to be repetitious.

Iraq Mahvash, 1018 Bade

- Why is Spring Valley Village trying to be different from the other Memorial villages?
- Opening a "can of worms."
- Wants 100 foot setback and 39 foot height

Mike Sternesky, 1121 Traweek

- Raised questions about lights
- Has no idea how to interpret lighting fixture schedule on page 28
- Study is page 27. Developer said lighting is within city codes
- Wants a comparative study of lumens generated by Peli Peli building

Richard Evers, 1133 Bade

- Agrees with everyone else
- Houston is not pedestrian friendly
- Nothing on first level, thought there was a regulation regarding retail. Can't building get retail?

Mr. Hoffman noted changes in retail.

Resident

- Does not like building
- Why is P&Z having meeting again, total waste of time
- People in area do not want building

Joe Lopez, 9205 Cardwell

- On the third proposal, still have many concerns but no real changes
- There should be no exceptions to ordinances
- Third round, waste of time
- Time for P&Z to issue clear directives

4. Consideration and possible action concerning: Ordinance Number 2020-XX - an ordinance of the City of Spring Valley Village creating and approving a Planned Area Development ("PAD") of approximately 1.17 acres of land just east of the north east intersection of Katy Freeway and Adkins Road, being out of Lot 17 and Lot 2 of the West Park Subdivision, in the Thomas A. Hoskins Survey, Abstract No. 342, Harris County, Texas within the Freeway Planned Area Development District to allow construction of a three story professional building over a four level parking structure with one level below ground, for a maximum height of eighty-five feet (85'), additional surface parking, and allowing professional, medical and surgical uses; providing for severability; and providing a penalty not to exceed \$2,000 for each day of violation of any provision hereof.

- Mr. Lisenby gave clarification on generators. There are three generators. Test once per week for 30 minutes. Natural gas is quieter than diesel. There is noise abatement. Test during 10 a.m. and noon. Just paper waste goes into the dumpster. Medical waste is separate. Frosted windows are just on the north side. He noted there is privacy; need to go to 5'6". For screening on the north side, no planting planned but could put in three mature live oaks. Developer open to that.
- Mr. Hoffman addressed the PAD ordinance. Residents sent emails and those were disbursed to P&Z members. The Freeway PAD overlay talks about height and the limitation of 85 feet. Developers did not "sneak" in an 85 foot height. Mr. Hoffman talked about the oaks that Mr. Lisenby mentioned.
- Ms. McMichael noted that she and Mr. Hoffman have been serving on P&Z for over 25 years. They have a responsibility to the residents but also need to look at the entirety: commercial and residents. Hours have been spent by P&Z reviewing this. Building lights need to go off when it is dark. No variances have been requested. City staff needs to make sure that ordinances are being compiled with. Have there been any noise complaints made at City Hall? Likes suggestion of taking the frosted up higher. Put trees in back and give up those parking spaces.
- Ms. Richman asked about HVAC on roof. Mr. Smith said equipment would be within 85 foot height.
- Mr. Calderwood asked about what is the current side setback. They are at ten feet, should be 15 feet and are asking for a variance. He is slightly concerned about the first floor; it is a drop off and cars can get pushed out to service road. He has concerns that this was made a PAD and is uncomfortable that it is over 39 feet in height. If it is a PAD, should have 100 foot setback. Developers have rights but residents have rights since building is coming after and not before. This part of Spring Valley Village has not kept up with the rest of the city.
- Mr. Hoffman noted that there an ordinance on the books for the PAD
- Mr. Smith mentioned if it does not comply with the photometric study, there are lighting ordinances
- Ms. McMichael said lighting is checked with the ordinances; trying to protect residents.
- Mr. Hoffman thanked developers for moving building back, but should measure from sound wall and not house. Should focus on setbacks from sound wall. Developers are right on the edge of the parking requirements. There is a better opportunity for the trees; look at West Tex as trees are doing well there. What can be done to mitigate? Moved top floor of parking back. Wants developers to look at the following about setting back the floors from the sound wall:
 - o Floor 4 – move back ten feet – 75 feet setback
 - o Floor 5 – move back ten feet – 85 feet setback
 - o Floor 6 – move back ten feet – 95 feet setback

Glass frosted to 5'6". Losing rental area and gross square footage would be 81,622, parking ratio is okay, site line improved, and natural light to trees.

- Mr. Calderwood said that the 50 feet to the freeway cannot be changed.
- Ms. McMichael noted that the changes were good but do they work with the columns and stairwells.
- Mr. Calderwood mentioned a split level basement.
- Mr. Lisenby likes the idea of the floors being moved back and asks about making a recommendation.
- Ms. McMichael agreed but would like to ask audience for comments.
- Ms. Meyer has a generator installed and it has to be tested at night. Mr. Lisenby said that commercial generators can be tested anytime. Ms. Peachee talked about flooding. Mr. Meadows said that flood mitigation is checked by the City Engineer. Mr. Lisenby noted that the impervious area of the office probably will not increase. Ms. McMichael noted that the traffic is from the feeder and not Adkins. Mr. Calderwood has concerns with the buildings being so close. The developers said that the side setbacks have been worked out with the fire marshal. There are three spots for the fire apparatus.
- Mr. Lisenby made a motion to approve as submitted with the following changes:
 - o #1 - level 4 – move back 10 feet to 75 feet setback from sound wall; level 5 – move back 20 feet to 85 feet setback from sound wall; level 6 – move back 30 feet to 95 feet setback from sound wall
 - o #2 - On north side windows, frosted glass to 5'6" measured from floor
 - o #3 - On east side – translucent glass for windows
 - o #4 - Three live oaks on north border – field dug; fully irrigated
 - o #5 - Parking – 3.5 spaces minimum per 1000 square feet

Ms. McMichael seconded the motion. Motion carried 5 to 0.

5. Discussion and direction concerning: the activities of the City Council during the July 14, 2020 meeting regarding Planning & Zoning Commission matters.

Mr. Smith reported that City Council approved the preliminary and final re-plat of Echo Valley Estates.

6. Adjournment

Ms. McMichael made a motion to adjourn. Mr. Calderwood seconded the motion. The motion carried 5 to 0. The meeting was adjourned at 9:36 p.m.

Signed: _____
W. K. (Trey) Hoffman, Chairman

Attest: _____
Louise Richman, Secretary

**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

MEETING DATE: September 8, 2020

TOPIC:	CONDUCT A PUBLIC HEARING CONCERNING: Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.
---------------	---

BACKGROUND:	On October 23, 2018, the City Council approved the development of the property at the Northwest intersection of I-10 and Campbell Road (“Development”), and Ordinance No. 2018-28 approved for the Development included a requirement that construction on the Development must commence within eight (8) months of final approval by the City Council. The initial deadline for construction on the Development to commence was June 23, 2019. During the October 15, 2019 meeting, Richard Barbles with Stream Realty provided an update to the City Council on the status of the Development. Following discussion, the City Council agreed to an extension of nine (9) months from the initial deadline for the start of construction of the Development - consequently establishing a new deadline of March 31, 2020. During the March 24, 2020 meeting, Mr. Barbles provided another update to the City Council on the status of the development. Following discussion, the City Council agreed to another extension for the start of construction of the Development with a deadline of December 31, 2020. While the previous extensions by the Council have occurred by action taken, the Ordinance submitted for the Commission’s consideration will formalize the extension approved on March 24, 2020, and clearly establish that, in the event construction does
--------------------	--

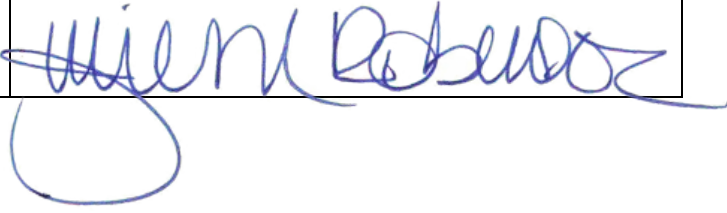
**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

not start prior to December 31, 2020, then the Development must submit a new application for PAD approval for the Development and go through the formal process.
--

RECOMMENDATION: Not Applicable

ATTACHMENTS:	• Proposed Ordinance • Minutes from the October 15, 2019 City Council Meeting • Minutes from the March 24, 2020 City Council Meeting • Copy of Published Notice of Public Hearing • Copy of Notice of Public Hearing Letters and Mailing Labels for Property Owners Within 200 Feet of Property
---------------------	---

SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
---------------------------------	-------------------------------------

Zachary Meadows, Director of Community Development	
---	--

DIVIDER PAGE

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, Wellington Fidelis Campbell I LP (the “owner”), owns a 2.5511 acre tract of land, more or less, being identified as the property at the northwest corner of the intersection of I-10 and Campbell Road (the “property”) within the corporate limits of the City of Spring Valley Village, Texas, the tract of land being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes; and

WHEREAS, the property is presently zoned Freeway Planned Area Development District (“FPADD”) and is a property within the “FPADD Overlay District” (“overlay district”) pursuant to the City’s Zoning Ordinance, as amended; and

WHEREAS, the City Council adopted Ordinance 2018-28 on October 23, 2018, which approved a planned area development (“PAD”) within the FPADD in order to allow for the construction, operation and use of one (1) five (5) story professional building with a seven (7) level parking garage; and

WHEREAS, the City desires to amend Ordinance No. 2018-28 to require construction on the development approved therein to commence no later than December 31, 2020; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on the proposed amendments PAD ordinance for the 2.5511 acre tract at the northwest corner of I-10 and Campbell Road; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now deems it appropriate to adopt the amendments and to approve certain changes as an amendment to the City's Zoning Ordinance as provided herein;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

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

Section 2. The application of the owner of the 2.5511 acre tract at the northwest corner of I-10 and Campbell Road for amendments to Ordinance 2018-28 adopting a planned area development is hereby approved subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the regulations, restrictions, terms and conditions provided for herein. When a conflict exists between the Comprehensive Zoning Ordinance and this ordinance, this ordinance shall prevail.

Section 4. Ordinance 2018-28, adopted October 23, 2018, adopting the planned area development use is hereby amended by deleting therefrom the language struck through below and adding the language underscored below as follows:

“ **Section 5.** The planned area development use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

.....

“K. Owner shall begin construction on or before December 31, 2020.
Failure to do so will result in the immediate repeal of this and all other
Planned Area Development (PAD) ordinances affecting this property,
including, but not limited to, Ordinance No. 2009-12 adopted August 25,
2009, Ordinance No. 2013-25 adopted December 17, 2013, Ordinance
No. 2018-11 adopted June 26, 2018, Ordinance No. 2018-28 adopted
October 23, 2018,~~within eight (8) months of the approval of this Ordinance~~
~~by the City Council of the City of Spring Valley Village; however, such~~
~~eight (8) month period shall be extended to the extent Owner is delayed~~
~~by reason of labor shortages, inability to procure materials, inability to~~
~~procure utilities, adverse weather conditions, extraordinary adverse~~
~~conditions in the capital or debt markets, war, terrorism, any act of God, or~~
~~other reasons of a similar or dissimilar nature which are beyond the~~
~~reasonable control of Owner.~~

.....”

Section 5. In the event any section, paragraph, subdivision, 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 any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall 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. Each day of violation shall constitute a separate offense.

Section 7. Attached to this ordinance are the following documents:

Exhibit A: Legal Description;

ADOPTED this _____ of _____, 2020.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A” – LEGAL DESCRIPTION

DIVIDER PAGE

At this time, Council Member Vajdos made a motion to take Agenda Items 14 out of order, and Council Member Dominy seconded the motion. Motion carried 5-0.

NEW BUSINESS

- 14. BRIEFING, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Status of Professional Office Building Development on the Northwest Corner of Campbell Road and the I-10 Feeder Road. (Richard Barbles, Stream Realty)

Richard Barbles with Stream Realty advised that a couple of months after the land was closed on last year, their anchor tenant fell through. He also advised that he has been speaking with several prospective anchor tenants each day and hopes to break ground sometime between December 2019 and February 2020. It was the consensus of the City Council to extend the deadline to break ground on the project to March 31, 2020. In the event that the project had not broken ground by the new deadline, Mr. Barbles would be required to provide a status on the project to the City Council in April of 2020.

At this time, Council Member Dominy made a motion to take Agenda Items 15 out of order, and Council Member Vajdos seconded the motion. Motion carried 5-0.

- 15. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE GREEN VALLEY AND WINNINGHAM (WEST OF VOSS ROAD) PAVING AND UTILITY IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING, LLC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. Jeremy Peters, Fred Paine, and Sarah Korpita were present on behalf of Gessner Engineering. Council Member Dominy made a motion to approve Resolution Number 19-36, approving the terms and conditions of the proposal for professional engineering and surveying services for the Green Valley and Winningham (West of Voss Road) Paving and Utility Improvements Project by and between the City of Spring Valley Village, Texas and Gessner Engineering, LLC, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 13. DISCUSSION AND DIRECTION CONCERNING:** Possible Safety Improvements Related to the Crosswalk at Bingle Road and Merlin Drive and the Intersection of Old Voss Road/Bracher Street and Westview Drive. (Council Members Carpenter and McCormack)

The City Council discussed different safety concerns raised by residents concerning the intersection of Westview Drive and Voss/Bracher and the crosswalk at Bingle Road and Merlin Drive. After discussion, it was the consensus of the City Council that:

- (1) City staff proceed with replacing the stop signs to meet current regulations, adding a new “Stop Ahead” sign on the westbound lane of Westview Drive, and add street striping and rumble strips as appropriate to improve visibility of the 4-way stop;

CONGESTION MITIGATION/TRAFFIC MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY ("METRO"); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE SECOND AMENDED AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

- 5.3 Approval of Pay Estimate No. 3 (Final) for Spring Valley Village Park Renovation Phase II Landscape Improvements Project to Jerdon Enterprises, L.P. in the Amount of \$34,036.94

Council Member Dominy made a motion to approve all items on the Consent Agenda, and Council Member Carpenter seconded the motion. Motion carried 5-0.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** February 2020 Police Department Staff Report (Chief Evans):

Chief Evans provided the report.

1. Number of Calls for Service – 1,167
2. Number of Traffic Violations – 464
3. Number of K-9 Deployments – 111
4. Other Activities of the Police Department

Chief Evans advised that there were more officers on patrol in response to COVID-19. Commissioner Dixon advised that the Harris County jail issued a mass release of several hundred inmates also in response to COVID-19.

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of Village Fire Department Commissioners Meetings held on February 26, 2020 and March 18, 2020. (Council Member Carpenter / Mayor Ramsey)

Mayor Pro Tem Carpenter advised that the Commissioners meeting for March 25 was cancelled and added that he, Chairman Nash, and Chief Foster, were working on the budget for the Village Fire Department. He also advised that some of the first responders were not given notice regarding residents who had been exposed to COVID-19 and were under quarantine. Mayor Pro Tem Carpenter advised that Chief Foster asked for feedback from the Council regarding this situation. He also advised that the Village Fire Department recently adopted protocols in response to COVID-19.

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of March 10, 2020. (Council Member Vajdos / City Attorney Loren Smith)

City Attorney Loren Smith advised that a presentation regarding a potential project was given, and added that agenda item numbers 15 and 16 were discussed and recommended for approval at the March 10 Planning & Zoning Commission meeting.

9. **BRIEFING, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Status of Professional Office Building Development on the Northwest Corner of Campbell Road and the I-10 Feeder Road. (Richard Barbles, Stream Realty)

Richard Barbles with Stream Realty advised that, since the last time he appeared before the City Council in October 2019, he has been working on securing tenants for this project since their anchor tenant fell through last year. He also advised that he was in negotiations with four prospective tenants and would need four tenants prior to breaking ground. Mr. Barbles requested an extension until the end of the year. It was the consensus of the City Council to extend the deadline to break ground on the project to December 31, 2020. In the event that the project has not broken ground by the new deadline, Mr. Barbles would be required to provide a status on the project to the City Council in January of 2021.

10. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: City Update Concerning COVID-19.

There was discussion concerning the various steps taken by City Staff and the Police Department to respond to COVID-19. . No direction concerning additional steps was provided.

11. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 2020-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE DECLARING A PUBLIC HEALTH EMERGENCY AND EXTENDING THE DISASTER DECLARATION OF THE CITY COUNCIL ON MARCH 19, 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance No. 2020-09, extending the disaster declaration until April 28, 2020, and Council Member Carpenter seconded the motion. Motion carried 5-0.

NEW BUSINESS

12. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Presentation and Acceptance of Fiscal Year 2018-2019 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants. (Robert Belt, Belt Harris Pechacek LLLP)

Robert Belt, Managing Partner with Belt, Harris, Pechacek, LLLP, presented the 2018-2019 Comprehensive Annual Financial Report. Council Member Vajdos made a motion to accept the Fiscal Year 2018-2019 Audited Comprehensive Annual Financial Report prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants as presented, and Council Member McCormack seconded the motion. Motion carried 5-0.

13. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution No. 20-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR SAFETY AND MOBILITY STUDY FOR SPRING VALLEY VILLAGE, TEXAS, TO BE CONDUCTED BY TRAFFIC ENGINEERS, INC. THROUGH IDS ENGINEERING GROUP; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING IDS ENGINEERING GROUP TO EXECUTE SUCH PROPOSAL ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

DIVIDER PAGE

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following Proposed Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 8, 2020

Time: 7:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 22, 2020

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Director of Community Development, Zachary Meadows at (713) 465-8308.



EST. 1955
SPRING VALLEY
V I L L A G E

August 24, 2020

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following Proposed Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 8, 2020

Time: 7:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 22, 2020

Time: 6:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 9200 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or zmeadows@springvalleytx.com.

Sincerely,

Zachary Meadows
Director of Community Development

15

label size 1" x 2 5/8" compatible with Avery® 5160/8160
Étiquette de format 25 mm x 67 mm compatible avec Avery® 5160/8160



Juan & Mary Inurria
9135 Penn Manor Court
Houston, Texas 77055

Thomas & Hermina Shoffner
1102 Anne Street
Houston, Texas 77055

Bisher Khalaf & Katia Chanin
1 Pecan Trail Lane
Houston, Texas 77055

Jonathan & Shelby Lindenberger
3 Pecan Trail Lane
Houston, Texas 77055

Current Owner
5 Pecan Trail Lane
Houston, Texas 77055

Gary & Norma Moore
7 Pecan Trail Lane
Houston, Texas 77055

Indranil Chakrabarti &
Anaya Sarkar
11 Pecan Trail Lane
Houston, Texas 77055

Current Owner
16 Pecan Trail Lane
Houston, Texas 77055

Managed Rehabilitation Inc.
9180 Katy Freeway #200
Houston, Texas 77055

Campbell Project Partners, Inc.
9801 Westheimer Rd, Suite 250
Houston, Texas 77042

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9090 KATY FREEWAY
HOUSTON, TEXAS 77055

Memorial Designs
1010 Campbell Road
Houston, Texas 77055

Current Owner
1012 Campbell Road
Houston, Texas 77055

Current Owner
12335 Kingsride Lane, Suite 426
Houston, Texas 77024

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1012 CAMPBELL ROAD
HOUSTON, TEXAS 77055

Campbell Medical Group
1012 Campbell Road
Houston, Texas 77055

Pizza Fino
1020 Campbell Road
Houston, Texas 77055



**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

MEETING DATE: September 8, 2020

TOPIC:

CONSIDERATION AND POSSIBLE ACTION:

ORDINANCE NUMBER 2020-XX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

BACKGROUND:

In the previous agenda item, the Planning and Zoning Commission conducted a public hearing on the PAD Extension for the Planned Area Development for the property at the intersection of I-10 and Campbell Road. If approved, this ordinance would implement the requested extension for construction to start on or before December 31, 2020.

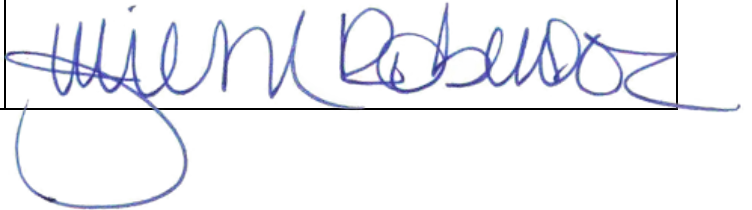
RECOMMENDATION: Staff recommends approval of the Ordinance

ATTACHMENTS: • Ordinance No. 2020-XX

SUBMITTING STAFF MEMBER:

Zachary Meadows, Director of
Community Development

CITY ADMINISTRATOR APPROVAL:



ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2018-28 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 2.5511 ACRES OF LAND AT THE NORTHWEST INTERSECTION OF I-10 AND CAMPBELL ROAD WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE NO. 2018-28 TO COMMENCE NO LATER THAN DECEMBER 31, 2020; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, Wellington Fidelis Campbell I LP (the “owner”), owns a 2.5511 acre tract of land, more or less, being identified as the property at the northwest corner of the intersection of I-10 and Campbell Road (the “property”) within the corporate limits of the City of Spring Valley Village, Texas, the tract of land being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes; and

WHEREAS, the property is presently zoned Freeway Planned Area Development District (“FPADD”) and is a property within the “FPADD Overlay District” (“overlay district”) pursuant to the City’s Zoning Ordinance, as amended; and

WHEREAS, the City Council adopted Ordinance 2018-28 on October 23, 2018, which approved a planned area development (“PAD”) within the FPADD in order to allow for the construction, operation and use of one (1) five (5) story professional building with a seven (7) level parking garage; and

WHEREAS, the City desires to amend Ordinance No. 2018-28 to require construction on the development approved therein to commence no later than December 31, 2020; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on the proposed amendments PAD ordinance for the 2.5511 acre tract at the northwest corner of I-10 and Campbell Road; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now deems it appropriate to adopt the amendments and to approve certain changes as an amendment to the City's Zoning Ordinance as provided herein;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

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

Section 2. The application of the owner of the 2.5511 acre tract at the northwest corner of I-10 and Campbell Road for amendments to Ordinance 2018-28 adopting a planned area development is hereby approved subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the regulations, restrictions, terms and conditions provided for herein. When a conflict exists between the Comprehensive Zoning Ordinance and this ordinance, this ordinance shall prevail.

Section 4. Ordinance 2018-28, adopted October 23, 2018, adopting the planned area development use is hereby amended by deleting therefrom the language struck through below and adding the language underscored below as follows:

“ **Section 5.** The planned area development use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

.....

“K. Owner shall begin construction on or before December 31, 2020.
Failure to do so will result in the immediate repeal of this and all other
Planned Area Development (PAD) ordinances affecting this property,
including, but not limited to, Ordinance No. 2009-12 adopted August 25,
2009, Ordinance No. 2013-25 adopted December 17, 2013, Ordinance
No. 2018-11 adopted June 26, 2018, Ordinance No. 2018-28 adopted
October 23, 2018,~~within eight (8) months of the approval of this Ordinance~~
~~by the City Council of the City of Spring Valley Village; however, such~~
~~eight (8) month period shall be extended to the extent Owner is delayed~~
~~by reason of labor shortages, inability to procure materials, inability to~~
~~procure utilities, adverse weather conditions, extraordinary adverse~~
~~conditions in the capital or debt markets, war, terrorism, any act of God, or~~
~~other reasons of a similar or dissimilar nature which are beyond the~~
~~reasonable control of Owner.~~

.....”

Section 5. In the event any section, paragraph, subdivision, 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 any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall 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. Each day of violation shall constitute a separate offense.

Section 7. Attached to this ordinance are the following documents:

Exhibit A: Legal Description;

ADOPTED this _____ of _____, 2020.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A” – LEGAL DESCRIPTION

**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

MEETING DATE: September 8, 2020

TOPIC:	CONDUCT A PUBLIC HEARING CONCERNING: A PRELIMINARY AND FINAL RE-PLAT OF BADE STREET RESERVE, A PLOT CONTAINING 0.1441 ACRES OF LAND, SITUATED IN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT, CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS BEARING THE ADDRESS OF 9200 OLD KATY ROAD.
BACKGROUND:	Callaghan Middle, LLC ("Property Owner") has purchased the properties located at 9200 and 9210 Old Katy Road ("Property"). The Property Owner is requesting to re-plat the two tracts into one Property that would be approximately 0.1441 acre. The Property Owner intends to build a new commercial building on the Property. This agenda item, however, is only for the requested re-platting of the Property (Bade Street Reserve). NOTE: The addresses for these two tracts were assigned by CenterPoint Electric many years ago, and the tract at 9210 Old Katy Road has the same address as the property owned by i3 Development. If the requested re-plat is approved, the addressing conflict will be resolved, and the single tract will have the address of 9200 Old Katy Road.
RECOMMENDATION:	Not Applicable
ATTACHMENTS:	• Revised Preliminary and Final Re-Plat of the Property Located at 9200 Old Katy Road (Bade Street Reserve) • Plat/General Plan Submittal Application • Copy of Published Notice of Public Hearing • Copy of Notice of Public Hearing Letters and Mailing Labels for Property Owners Within 200 Feet of Property • Sign Posting and Maintenance Affidavits
SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

XXXX

STATE OF TEXAS
COUNTY OF HARRIS

We, Callaghan Middle, LLC, a Texas limited liability company, acting by and through Vincent A. Giammolva, President of Callaghan Middle, LLC, a Texas limited liability company, hereinafter referred to as Owners (whether one or more) of the 0.1441 acre tract described in the above and foregoing map of Bade Street Reserve, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty-one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

In Testimony Whereof in the City of Spring Valley Village, Texas, this ____ day of _____, 2020.

OWNER
Callaghan Middle, LLC
a Texas limited liability company

By: Vincent A. Giammolva, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Vincent A. Giammolva, President of Callaghan Middle, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

Notary Public in and for the
State of T E X A S
My Notary Commission Expires _____

FND TXDOT MON

SOUTHWESTERN BELL TELEPHONE COMPANY
VOL. 8429, PG. 196 H.C.D.R.
H.C.C.F. NO. D328585

X:3,072,603.86
Y:13,849,417.17

FND 1/2" IR

INTERSTATE HIGHWAY 10
(ROW VARIES)
H.C.C.F. NOS. Y982642, Y978267,
20090163741, & 20100314446

X:3,072,716.89
Y:13,849,419.73

FND TXDOT MON

X:3,072,742.27
Y:13,849,468.20

FND 5/8" IR

BADE STREET
(60' ROW)
VOL. 23, PG. 10 H.C.M.R.

FND 1/2" CAPPED IR
"LANDTECH"

CALLLED 0.2516 ACRES
SPRING VALLEY CALICO LP
H.C.C.F. NO. Z259023

FND TXDOT MON

FND TXDOT MON

THENCE, North 0°20'29" East, departing the northerly R.O.W. line of said Interstate Highway 10, and along the west line of said 0.15 acre tract, a distance of 47.52 feet, to a "X" cut in concrete found marking the northwest corner of said 0.15 acre tract, and the herein described tract;

THENCE, North 88°32'34" East, along the north line of said 0.15 acre tract, passing at a distance of 58.07 feet, a 1-inch pinched top pipe found marking the northeast corner of said 0.15 acre tract, and the northwest corner of aforesaid 0.20 acre tract, continuing a total distance of 138.18 feet, to a 5/8-inch iron rod found on the westerly R.O.W. line of said Bade Street, marking the northeast corner of said 0.20 acre tract, and the herein described tract;

THENCE, South 0°27'45" West, along the westerly R.O.W. line of Bade Street, common with the easterly line of said 0.20 acre tract, a distance of 22.91 feet to the POINT OF BEGINNING and containing 0.1441 acres of land.

BADE STREET RESERVE

BEING A SUBDIVISION OF 0.1441 OF AN ACRE
OUT OF THE THOMAS HOSKINS SURVEY, A-342,
IN SPRING VALLEY VILLAGE,
HARRIS COUNTY, TEXAS.

1 BLOCK 1 RESERVE

OWNER
CALLAGHAN MIDDLE LLC,
A TEXAS LIMITED LIABILITY COMPANY
10000 MEMORIAL DRIVE
SUITE 450
HOUSTON, TEXAS 77024
PH# 713-789-5858

JULY, 2020



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

JOB NO. 201-035-00

DIVIDER PAGE



SPRING VALLEY

Community Development
City of Spring Valley Village

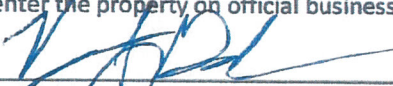
PLAT APPROVAL APPLICATION

PROPERTY INFORMATION		
Type of Plat: ☒ Preliminary Plat ☒ Final Plat ☐ Residential ☒ Commercial (Check all that apply)		
Property Address: 9200 and 9210 Old Katy Road		
Legal Description: A 0.1441 acre tract of land in the Thomas Hoskins Survey, A-342; City of Spring Valley Village, Harris County, Texas.		
Subdivision/Development Name: Bade Street Reserve		Zoning District: Freeway PADD
Total Acreage: 0.1441 acres	Typical Lot Size: N/A	Number of Lots: N/A
Number & Types of Reserves: Unrestricted reserve (1)		Acreage of Reserve(s): 0.1441

OWNER INFORMATION	
Name: Vincent A. Giammalva	Phone#: 713-789-5858 X 1
Address: 10000 Memorial Drive, Suite 450 Houston, TX 77024	
Email: vagimmalva@comcast.net	

APPLICANT/AGENT INFORMATION	
Name: EHRA / Brad Sweitzer	Phone#: 713-337-7493
Address: 10011 Meadowglen Lane Houston, TX 77042	
Email: bsweitzer@ehrainc.com	

****If applicant is different than property owner a *Notarized Letter of Authorization* must be attached to the application**

PROPERTY OWNER/AGENT AUTHORIZATION		
Property Owner Consent/Agent Authorization: By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Spring Valley Village officials to enter the property on official business as part of the application process.		
	Vincent A. Giammalva	
Signature of Contractor/Authorized Agent	Printed Name	Application Date

FOR OFFICE USE ONLY	
Plat Number: _____	Date Submitted: RECEIVED 7/12/2020 2pm
P&Z Meeting Date: <u>9-28-2020</u>	P&Z Recommendation: ☐ Approved ☐ Denied
Council Meeting Date: <u>9-22-2020</u>	Council Decision: ☐ Approved ☐ Denied

NOTE: Only complete applications shall be accepted and payment must be received at time of submission.

Revised: 06/04/2020



TBPE No. F-726
TBPLS No. 10092300

July 27, 2020

City of Spring Valley Village City Hall

1025 Campbell Road

Houston, Texas 77055

RE: "Bade Street Reserve" subdivision plat

On behalf of our client, Callaghan Middle LLC, we respectfully request that the City of Spring Valley Village Director of Community Development place the plat of "Bade Street Reserve" on the Planning and Zoning Commission agenda for the meeting of September 8, 2020 and the City Council agenda for the meeting of September 22, 2020, *for preliminary plat approval and for final plat approval*. This will include a Public Hearing.

If you have any questions or concerns, please contact Brad Sweitzer or Carol Redd at 713-784-4500, or at bsweitzer@eharain.c and credd@ehrainc.com

Sincerely,

Carol A. Redd

Platting Supervisor

City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

Re: Bade Street Reserve

To Whom It May Concern,

Callaghan Middle, LLC. hereby authorizes EHRA Engineering Inc. to act as an agent on its behalf regarding the zoning application and plat for a new Planned Area Development (PAD) to be known as "Bade Street Reserve". Furthermore, Callaghan Middle, LLC. hereby acknowledges and authorizes submittal of the aforementioned application to the City of Spring Valley Village.

Vincent A. Grammsler

Printed Name

V. Grammsler

Signature

7/1/2020

Date

**METES AND BOUNDS DESCRIPTION
BEING 0.1441 ACRES
IN THE THOMAS HOSKINS SURVEY, ABSTRACT NO. 342
CITY OF SPRING VALLEY VILLAGE
HARRIS COUNTY, TEXAS**

A 0.1441 ACRE TRACT OF LAND IN THE THOMAS HOSKINS SURVEY, ABSTRACT NO. 342, CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 6,193 SQ. FT. TRACT CONVEYED TO GEORGE I. DIB, AS DESCRIBED IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. RP-2018-208661, THE SAID 0.1441 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at an iron rod with TX DOT cap stamped "50089" found in the east line of a called 0.20 acre tract conveyed to William J. Sonne as described in document recorded under H.C.C.F. No. S807773, marking the northerly end of a cut-back corner of the westerly Right-Of-Way (R.O.W.) line of Bade Street (based on a width of 60 feet) as dedicated by West Park, map or plat thereof recorded under Volume (Vol.) 23, Page (Pg.) 10 of the Harris County Map Records (H.C.M.R.) and the northerly R.O.W. line of Interstate Highway 10, and the northeast corner of a called 0.2078 acre tract as conveyed to the State of Texas as described in document recorded under H.C.C.F. No. Y982642, and the most easterly southeast corner of the herein described tract;

THENCE, South 44°34'57" West, along said cut-back corner, a distance of 35.89 feet, to a an iron rod with TX DOT cap stamped "50088", found marking an interior corner of said 0.2078 acre tract, and the most southerly southeast corner of the herein described tract, from which an iron rod with TX DOT cap stamped "50091" bears, North 88°42'09" East, 110.48 feet;

THENCE, South 88°42'09" West, along the northerly line of said 0.2078 acre tract, common with the southerly line of the herein described tract, a distance of 113.07 feet, to a 1/2-inch iron rod found in the west line of a called 0.15 acre tract conveyed to William J. Sonne as described in the document recorded under H.C.C.F. No. S807772, and marking the northwest corner of said 0.2078 acre tract, and the southwest corner of the herein described tract, from which an iron rod with TX DOT cap found bears, South 88°42'09" West, 152.77 feet;

THENCE, North 0°20'29" East, departing the northerly R.O.W. line of said Interstate Highway 10, and along the west line of said 0.15 acre tract, a distance of 47.52 feet, to a "X" cut in concrete found marking the northwest corner of said 0.15 acre tract, and the herein described tract;

THENCE, North 88°32'34" East, along the north line of said 0.15 acre tract, passing at a distance of 58.07 feet, a 1-inch pinched top pipe found marking the northeast corner of said 0.15 acre tract, and the northwest corner of aforesaid 0.20 acre tract, continuing a total distance of 138.18 feet, to a 5/8-inch iron rod found on the westerly R.O.W. line of said Bade Street, marking the northeast corner of said 0.20 acre tract, and the herein described tract;

THENCE, South 0°27'45" West, along the westerly R.O.W. line of Bade Street, common with the easterly line of said 0.20 acre tract, a distance of 22.91 feet to the **POINT OF BEGINNING** and containing 0.1441 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300



Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: June 17, 2020
Job No: 201-035-00
File No: R:\2020\201-035-00\Docs\Description\Boundary\Plat_M&B.doc

OWNER'S POLICY OF TITLE INSURANCE (FORM T-1)
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: TX1127 * 9994-19-402

Patten Title Company

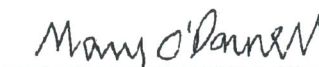
2500 W. Loop S., Suite 530
Houston, TX 77027



WESTCOR LAND TITLE INSURANCE COMPANY



By:



President

Attest:



Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice

of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured’s claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value for the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse

CONDITIONS - CONTINUED

claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation

to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the

Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the

amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751. Telephone: (407) 629-5842.

**OWNER'S POLICY
OF TITLE INSURANCE (T-1)**

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

SCHEDULE A

Name and Address of Title Insurance Company:

Westcor Land Title Insurance Company
875 Concourse Parkway South, Suite 200, Maitland, FL 32751

File No.: 9994-19-402

Policy No.: OP-38-TX1127-9156407

Address for Reference only: 9200 Old Katy Road, Houston, TX 77055 and 9210 Old Katy Road, Houston, TX 77055

Amount of Insurance: \$165,000.00

Premium: \$1,353.25

Date of Policy: March 6, 2020 at 08:58am or recording date of the insured instrument, whichever is later

1. Name of Insured:
Callaghan Middle LLC
2. The estate or interest in the Land that is insured by this policy is:
fee simple
3. Title is insured as vested in:
Callaghan Middle LLC, a Texas Limited Liability Company by virtue of a deed recorded on March 6, 2020 at 08:58am as Instrument #RP-2020-103275 in the official records of the Harris County Recording Office
4. The land referred to in this policy is described as follows:
BEING 0.1441 ACRE (6,279 SQUARE FEET) OUT OF LOT 1, WEST PARK SUBDIVISION, RECORDED IN VOLUME 23, PAGE 10, OF THE HARRIS COUNTY MAP RECORDS, SITUATED IN THE T.A. HOSKINS SURVEY, ABSTRACT NO 342, HARRIS COUNTY, TEXAS, AND BEING PART OF CALLED 0.15 ACRE TRACT AND A CALLED .20 ACRE TRACT CONVEYED TO WILLIAM J. SONNE, RECORDED IN COUNTY CLERK FILE NO. (C.C.F. NO.) S807772, OFFICIAL RECORDS HARRIS COUNTY, TEXAS (O.R.H.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS ARE BASED IN C.C.F. NO. Y982642, O.R.H.C.T.)

BEGINNING at point (capped 5/8" iron rod Bears S88°10'39"W, 0.59') in the north right of way (ROW) line of Old Katy Road in the common division line of Lots 1 and 2 of said West Park Subdivision for the common Southwest corner of herein described tract, the northwest corner of a called 0.2078 acre tract to State of Texas, County of Harris in C.C.F. No. Y982642, O.R.H.C.T. and the southeast corner of a tract to Silverwood Builders, Inc. in C.C.F. No. N070746, O.R.H.C.T.;

THENCE N 00°21'44" E, 47.45', departing the north ROW line of said Old Katy Road and along the common West line of herein described tract, the east line of said tract to Silverwood Builders, Inc. and the common division line of said Lots 1 and 2, to a set ½" iron rod with cap "Precision" for the common Northwest corner of herein described tract and the southwest corner of a tract to Southwestern Bell Telephone Company, in Volume 3120, Page 209, Volume 1487, Page 158, Volume 1899, Page 730 and Volume 2298, Page 616, Deed Records Harris County, Texas and C.C.F. Nos. D328585 and D109326, O.R.H.C.T.;

THENCE N 88°41'08" E, 138.18', along the common North line of herein described tract and the south line of said tract to Southwestern Bell Telephone Company, to a found 5/8" iron rod in the west ROW line of Bade Street for the common Northeast corner of herein described tract and the southeast corner of said tract to Southwestern Bell Telephone Company;

THENCE S 00°27'45" W, 22.76', along the common east line of herein described tract and the west ROW line of said Bade Street, to a found Texas Department of Transportation (TxDOT) cap for a common exterior corner of herein described tract and the northeast corner of said called 0.2078 acre tract to State of Texas, County of Harris;

THENCE S 44°34'57" W, 35.88', along a common southeast line of herein described tract, the northwest ROW line of said Bade Street and the northwest line of said called 0.2078 acre tract to State of Texas, County of Harris, to a found TxDOT cap in the north ROW line of said Old Katy Road for the common southeast corner of herein described tract and an interior corner of said called 0.2078 acre tract to State of Texas, County of Harris;

THENCE S 88°42'09" W, 113.12', along the common south line of herein described tract, the north ROW line of said Old Katy Road and the north line of said called 0.2078 acre tract to State of Texas, County of Harris to the POINT OF BEGINNING and containing 0.1441 acre (6,279 square feet) of land.

Countersigned:



Authorized Signatory
Eric Fontanot
Patten Title Company, License #: 2387545

SCHEDULE B

File No.: 9994-19-402

Policy No.OP-38-TX1127-9156407

EXCEPTIONS FROM COVERAGE

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

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

Volume 23, Page 10, of the Map Records of Harris County, Texas; Volume 1455, Page 119, of the Deed Records and County Clerk's File No. D334562, of the Official Public Records of Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States or (b) relates to the handicap but does not discriminate against handicapped persons.
2. ~~Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.~~
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - (c) to filled-in lands, or artificial islands, or
 - (d) to statutory water rights, including riparian rights, or
 - (e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
 - a. Rights of parties in possession (Owner's Policy only)
 - b. Rights of tenants as tenants only under unrecorded leases.
 - c. The terms, conditions, stipulations, provisions, easements, restrictions, building lines, reservations, and other matters set out in that instrument filed under Volume 1455, Page 119, of the Deed Records and County Clerk's File No. D334562, of the Official Public Records of Harris County, Texas.
 - d. Any and all easements, building lines, and conditions, covenants and restrictions as set forth in plat recorded in Volume 23, Page 10, of the Map Records of Harris County,

Texas, including:

- (1) Twenty foot (20') building setback line along the east property line; and
- (2) Ten foot (10') building setback line along the west property line.

- e. An easement five feet (5') wide along the north and west property line for the use of public utilities as reflected by instrument filed under County Clerk's File No. H590084, of the Real Property Records of Harris County, Texas.
- f. An easement for drainage purposes extending a distance of fifteen feet (15') on each side of the centerline of all natural drainage courses, as shown by instrument recorded in Volume 1397, Page 98, of the Deed Records of Harris County, Texas.
- g. Terms, conditions, and stipulations contained in Oil, Gas, and Mineral Lease dated June 20, 1965, executed by F.E. Huebner, recorded under Volume 460, Page 498, of the Contract Records of Harris County, Texas, together with all rights incident to the owners and lessees of the minerals. NOTE: Title to said interest not checked subsequent to the date of aforesaid instrument.
- h. All oil, gas, and other minerals of every character in, on, under, or that may be produced upon the herein described property reserved in instrument recorded in Volume 1919, Page 105, of the Deed Records of Harris County, Texas, together with all royalties, bonuses, rentals, and all rights, express or implied, reference to which instrument is here made for all purposes. NOTE: Title to said interest not checked subsequent to the date of aforesaid instrument.
- i. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- j. All matters as defined on the plat recorded in Volume 23, Page 10, of the Map Records of Harris County, Texas.
- k. This item is deleted.
- l. Easements, or claims of easements, which are not recorded in the public records.
- m. Matters as disclosed on a survey prepared by Jimmy Ray Janeczek, R.P.L.S. No. 5868, dated June 8, 2019 Job No. 18-01469:
 - (1) Concrete from Lot 2 encroaching across the westerly property line
- n. The terms and conditions of the documents creating your interest in the land.

**AMENDMENT OF EXCEPTION AS TO AREA
AND BOUNDARIES**
General Endorsement (Form T-3)
ISSUED BY: **WESTCOR LAND TITLE INSURANCE COMPANY**

Attached to and made a part of Westcor Land Title Insurance Company Policy or Interim Construction Binder Number OP-38-TX1127-9156407, this March 6, 2020.

Paragraph 2 of Schedule B hereof is amended to read as follows:

2. Any shortages in area.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy or interim construction binder, unless otherwise expressly stated.

Countersigned:



BY: _____
Authorized Agent or Officer

OWNER'S POLICY OF TITLE INSURANCE (FORM T-1)
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: TX1127 * 9994-19-402

Patten Title Company

2500 W. Loop S., Suite 530
Houston, TX 77027



WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Dannem
President

Attest: [Signature]
Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice

of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured’s claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value for the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse

CONDITIONS - CONTINUED

claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation

to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the

Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the

amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751. Telephone: (407) 629-5842.

**OWNER'S POLICY
OF TITLE INSURANCE (T-1)**

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

SCHEDULE A

Name and Address of Title Insurance Company:

Westcor Land Title Insurance Company
875 Concourse Parkway South, Suite 200, Maitland, FL 32751

File No.: 9994-19-402

Policy No.: OP-38-TX1127-9156407

Address for Reference only: 9200 Old Katy Road, Houston, TX 77055 and 9210 Old Katy Road, Houston, TX 77055

Amount of Insurance: \$165,000.00

Premium: \$1,353.25

Date of Policy: March 6, 2020 at 08:58am or recording date of the insured instrument, whichever is later

1. Name of Insured:
Callaghan Middle LLC
2. The estate or interest in the Land that is insured by this policy is:
fee simple
3. Title is insured as vested in:
Callaghan Middle LLC, a Texas Limited Liability Company by virtue of a deed recorded on March 6, 2020 at 08:58am as Instrument #RP-2020-103275 in the official records of the Harris County Recording Office
4. The land referred to in this policy is described as follows:
BEING 0.1441 ACRE (6,279 SQUARE FEET) OUT OF LOT 1, WEST PARK SUBDIVISION, RECORDED IN VOLUME 23, PAGE 10, OF THE HARRIS COUNTY MAP RECORDS, SITUATED IN THE T.A. HOSKINS SURVEY, ABSTRACT NO 342, HARRIS COUNTY, TEXAS, AND BEING PART OF CALLED 0.15 ACRE TRACT AND A CALLED .20 ACRE TRACT CONVEYED TO WILLIAM J. SONNE, RECORDED IN COUNTY CLERK FILE NO. (C.C.F. NO.) S807772, OFFICIAL RECORDS HARRIS COUNTY, TEXAS (O.R.H.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS ARE BASED IN C.C.F. NO. Y982642, O.R.H.C.T.)

BEGINNING at point (capped 5/8" iron rod Bears S88°10'39"W, 0.59') in the north right of way (ROW) line of Old Katy Road in the common division line of Lots 1 and 2 of said West Park Subdivision for the common Southwest corner of herein described tract, the northwest corner of a called 0.2078 acre tract to State of Texas, County of Harris in C.C.F. No. Y982642, O.R.H.C.T. and the southeast corner of a tract to Silverwood Builders, Inc. in C.C.F. No. N070746, O.R.H.C.T.;

THENCE N 00°21'44" E, 47.45', departing the north ROW line of said Old Katy Road and along the common West line of herein described tract, the east line of said tract to Silverwood Builders, Inc. and the common division line of said Lots 1 and 2, to a set 1/2" iron rod with cap "Precision" for the common Northwest corner of herein described tract and the southwest corner of a tract to Southwestern Bell Telephone Company, in Volume 3120, Page 209, Volume 1487, Page 158, Volume 1899, Page 730 and Volume 2298, Page 616, Deed Records Harris County, Texas and C.C.F. Nos. D328585 and D109326, O.R.H.C.T.;

THENCE N 88°41'08" E, 138.18', along the common North line of herein described tract and the south line of said tract to Southwestern Bell Telephone Company, to a found 5/8" iron rod in the west ROW line of Bade Street for the common Northeast corner of herein described tract and the southeast corner of said tract to Southwestern Bell Telephone Company;

THENCE S 00°27'45" W, 22.76', along the common east line of herein described tract and the west ROW line of said Bade Street, to a found Texas Department of Transportation (TxDOT) cap for a common exterior corner of herein described tract and the northeast corner of said called 0.2078 acre tract to State of Texas, County of Harris;

THENCE S 44°34'57" W, 35.88', along a common southeast line of herein described tract, the northwest ROW line of said Bade Street and the northwest line of said called 0.2078 acre tract to State of Texas, County of Harris, to a found TxDOT cap in the north ROW line of said Old Katy Road for the common southeast corner of herein described tract and an interior corner of said called 0.2078 acre tract to State of Texas, County of Harris;

THENCE S 88°42'09" W, 113.12', along the common south line of herein described tract, the north ROW line of said Old Katy Road and the north line of said called 0.2078 acre tract to State of Texas, County of Harris to the POINT OF BEGINNING and containing 0.1441 acre (6,279 square feet) of land.

Countersigned:



Authorized Signatory
Eric Fontanot
Patten Title Company, License #: 2387545

SCHEDULE B

File No.: 9994-19-402

Policy No.OP-38-TX1127-9156407

EXCEPTIONS FROM COVERAGE

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

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

Volume 23, Page 10, of the Map Records of Harris County, Texas; Volume 1455, Page 119, of the Deed Records and County Clerk's File No. D334562, of the Official Public Records of Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States or (b) relates to the handicap but does not discriminate against handicapped persons.
2. ~~Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.~~
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - (c) to filled-in lands, or artificial islands, or
 - (d) to statutory water rights, including riparian rights, or
 - (e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
 - a. Rights of parties in possession (Owner's Policy only)
 - b. Rights of tenants as tenants only under unrecorded leases.
 - c. The terms, conditions, stipulations, provisions, easements, restrictions, building lines, reservations, and other matters set out in that instrument filed under Volume 1455, Page 119, of the Deed Records and County Clerk's File No. D334562, of the Official Public Records of Harris County, Texas.
 - d. Any and all easements, building lines, and conditions, covenants and restrictions as set forth in plat recorded in Volume 23, Page 10, of the Map Records of Harris County,

Texas, including:

- (1) Twenty foot (20') building setback line along the east property line; and
- (2) Ten foot (10') building setback line along the west property line.

- e. An easement five feet (5') wide along the north and west property line for the use of public utilities as reflected by instrument filed under County Clerk's File No. H590084, of the Real Property Records of Harris County, Texas.
- f. An easement for drainage purposes extending a distance of fifteen feet (15') on each side of the centerline of all natural drainage courses, as shown by instrument recorded in Volume 1397, Page 98, of the Deed Records of Harris County, Texas.
- g. Terms, conditions, and stipulations contained in Oil, Gas, and Mineral Lease dated June 20, 1965, executed by F.E. Huebner, recorded under Volume 460, Page 498, of the Contract Records of Harris County, Texas, together with all rights incident to the owners and lessees of the minerals. NOTE: Title to said interest not checked subsequent to the date of aforesaid instrument.
- h. All oil, gas, and other minerals of every character in, on, under, or that may be produced upon the herein described property reserved in instrument recorded in Volume 1919, Page 105, of the Deed Records of Harris County, Texas, together with all royalties, bonuses, rentals, and all rights, express or implied, reference to which instrument is here made for all purposes. NOTE: Title to said interest not checked subsequent to the date of aforesaid instrument.
- i. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- j. All matters as defined on the plat recorded in Volume 23, Page 10, of the Map Records of Harris County, Texas.
- k. This item is deleted.
- l. Easements, or claims of easements, which are not recorded in the public records.
- m. Matters as disclosed on a survey prepared by Jimmy Ray Janeczek, R.P.L.S. No. 5868, dated June 8, 2019 Job No. 18-01469:
 - (1) Concrete from Lot 2 encroaching across the westerly property line
- n. The terms and conditions of the documents creating your interest in the land.

**AMENDMENT OF EXCEPTION AS TO AREA
AND BOUNDARIES**
General Endorsement (Form T-3)
ISSUED BY: **WESTCOR LAND TITLE INSURANCE COMPANY**

Attached to and made a part of Westcor Land Title Insurance Company Policy or Interim Construction Binder Number OP-38-TX1127-9156407, this March 6, 2020.

Paragraph 2 of Schedule B hereof is amended to read as follows:

2. Any shortages in area.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy or interim construction binder, unless otherwise expressly stated.

Countersigned:



BY: _____
Authorized Agent or Officer

TAX CERTIFICATE



ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:

KROUMA AZZAM
218 HAYES
IRVINE, CA 92620-3727
USA

Legal Description

TR 1C
WEST PARK

Parcel Address: 9200 OLD KATY RD

Legal Acres: .0000

Account Number: 073-159-000-0032

Certificate No: 12158495

Certificate Fee: \$10.00

Print Date: 07/16/2020 11:22:22 AM

Paid Date:

Issue Date: 07/16/2020

Operator ID: EAVILA

Cause No: 201971926

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2019. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

KROUMA AZZAM
218 HAYES
IRVINE, CA 92620-3727
USA

Certified Tax Unit(s):

40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education

2019 Value:	157,950
2019 Levy:	\$974.07
2019 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00



Reference (GF) No: N/A

Issued By:

ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR

TAX CERTIFICATE



ANN HARRIS BENNETT
HARRIS COUNTY TAX ASSESSOR-COLLECTOR
1001 PRESTON, SUITE 100
HOUSTON, TEXAS 77002

Issued To:

KROUMA AZZAM
218 HAYES
IRVINE, CA 92620-3727
USA

Legal Description

TR 1D
WEST PARK

Parcel Address: 9210 OLD KATY RD

Legal Acres: .0000

< - - -

- - - >

Account Number: 073-159-000-0033

Certificate No: 12158496

Certificate Fee: \$10.00

Print Date: 07/16/2020 11:22:34 AM

Paid Date:

Issue Date: 07/16/2020

Operator ID: EAVILA

Cause No: 201971926

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2019. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

KROUMA AZZAM
218 HAYES
IRVINE, CA 92620-3727
USA

Certified Tax Unit(s):

40 Harris County
41 Harris County Flood Control Dist
42 Port of Houston Authority
43 Harris County Hospital District
44 Harris County Dept. of Education

2019 Value:	120,735
2019 Levy:	\$744.58
2019 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00



Reference (GF) No: N/A

Issued By:

ANN HARRIS BENNETT

HARRIS COUNTY TAX ASSESSOR-COLLECTOR

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



KROUMA AZZAM
218 HAYES
IRVINE CA 92620-3727

2019 Property Tax Statement
Web Statement

Statement Date:	June 8, 2020
Account Number	
	073-159-000-0032

Taxes in Litigation - Other Fees May Be Due Call
713-274-8000 for Final Balance

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	157,950	0.407130	\$643.06
Harris County Flood Control Dist	0	157,950	0.027920	\$44.10
Port of Houston Authority	0	157,950	0.010740	\$16.96
Harris County Hospital District	0	157,950	0.165910	\$262.05
Harris County Dept. of Education	0	157,950	0.005000	\$7.90

Page: 1 of 1

Total 2019 Taxes Due By January 31, 2020:	\$974.07
Payments Applied To 2019 Taxes	\$847.01
Total Current Taxes Due (Including Penalties)	\$168.03
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For June 2020	\$168.03

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 29, 2020	7%	\$156.35	\$0.00	\$156.35
By March 31, 2020	9%	\$159.27	\$0.00	\$159.27
By April 30, 2020	11%	\$162.19	\$0.00	\$162.19
By May 31, 2020	13%	\$165.11	\$0.00	\$165.11
By June 30, 2020	15%	\$168.03	\$0.00	\$168.03

Property Description	
9200 OLD KATY RD 77055 TR 1C WEST PARK	
Appraised Values	
Land - Market Value	157,950
Impr - Market Value	0
Total Market Value	157,950
Less Capped Mkt Value	0
Appraised Value	157,950
Exemptions/Deferrals	
Taxes under Suit Taxes in Litigation - Other Fees May Be Due Call 713-274-8000 for Final Balance	



Tax Bill Increase (Decrease) from 2014 to 2019: Appraised Value 650%, Taxable Value 650%, Tax Rate -3%, Tax Bill 627%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

KROUMA AZZAM
218 HAYES
IRVINE CA 92620-3727

Make check payable to:

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

Account Number
073-159-000-0032
Amount Enclosed
\$ _____

Web Statement - Date Printed: 06-08-2020

IF YOU ARE 65 YEARS OF AGE OR OLDER OR
ARE DISABLED AND THE PROPERTY
DESCRIBED IN THIS DOCUMENT IS YOUR
RESIDENCE HOMESTEAD, YOU SHOULD
CONTACT THE APPRAISAL DISTRICT
REGARDING ANY ENTITLEMENT YOU MAY
HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

07315900000329 2019 000016803 0000000000 0000000000 0000000000

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



KROUMA AZZAM
218 HAYES
IRVINE CA 92620-3727

2019 Property Tax Statement
Web Statement

Statement Date:	June 8, 2020
Account Number	
	073-159-000-0033

Taxes in Litigation - Other Fees May Be Due Call
713-274-8000 for Final Balance

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	120,735	0.407130	\$491.55
Harris County Flood Control Dist	0	120,735	0.027920	\$33.71
Port of Houston Authority	0	120,735	0.010740	\$12.97
Harris County Hospital District	0	120,735	0.165910	\$200.31
Harris County Dept. of Education	0	120,735	0.005000	\$6.04

Page: 1 of 1

Total 2019 Taxes Due By January 31, 2020:	\$744.58
Payments Applied To 2019 Taxes	\$647.47
Total Current Taxes Due (Including Penalties)	\$128.44
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For June 2020	\$128.44

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 29, 2020	7%	\$119.49	\$0.00	\$119.49
By March 31, 2020	9%	\$121.73	\$0.00	\$121.73
By April 30, 2020	11%	\$123.95	\$0.00	\$123.95
By May 31, 2020	13%	\$126.20	\$0.00	\$126.20
By June 30, 2020	15%	\$128.44	\$0.00	\$128.44

Property Description	
9210 OLD KATY RD 77055 TR 1D WEST PARK	
Appraised Values	
Land - Market Value	120,735
Impr - Market Value	0
Total Market Value	120,735
Less Capped Mkt Value	0
Appraised Value	120,735
Exemptions/Deferrals	
Taxes under Suit Taxes in Litigation - Other Fees May Be Due Call 713-274-8000 for Final Balance	



Tax Bill Increase (Decrease) from 2014 to 2019: Appraised Value 650%, Taxable Value 650%, Tax Rate -3%, Tax Bill 627%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

KROUMA AZZAM
218 HAYES
IRVINE CA 92620-3727

Make check payable to:

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

Account Number
073-159-000-0033
Amount Enclosed
\$ _____

Web Statement - Date Printed: 06-08-2020

IF YOU ARE 65 YEARS OF AGE OR OLDER OR
ARE DISABLED AND THE PROPERTY
DESCRIBED IN THIS DOCUMENT IS YOUR
RESIDENCE HOMESTEAD, YOU SHOULD
CONTACT THE APPRAISAL DISTRICT
REGARDING ANY ENTITLEMENT YOU MAY
HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

07315900000337 2019 000012844 0000000000 0000000000 0000000000

DIVIDER PAGE

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following Proposed Ordinance:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 8, 2020

Time: 7:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 22, 2020

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Director of Community Development, Zachary Meadows at (713) 465-8308.



EST. 1955

SPRING VALLEY VILLAGE

August 24, 2020

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of Bade Street Reserve, A Plot Containing 0.1441 Acre Of Land, Situated In The Freeway Planned Area Development District, City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9200 Old Katy Road.

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 8, 2020

Time: 7:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 22, 2020

Time: 6:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 9200 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or zmeadows@springvalleytx.com.

Sincerely,

Zachary Meadows
Director of Community Development

SPRING VALLEY CALICO LP 9198 OLD KATY ROAD HOUSTON TX 77055	SPRING VALLEY CALICO LP 9190 KATY FWY STE 101 HOUSTON TX 77055-7440	THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9198 OLD KATY ROAD HOUSTON, TEXAS 77055
CALLAGHAN MIDDLE, LLC 9200 OLD KATY ROAD HOUSTON TX 77055	CALLAGHAN MIDDLE, LLC 10000 MEMORIAL DR STE 450 HOUSTON TX 77024-3455	THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9200 OLD KATY ROAD HOUSTON, TEXAS 77055
CALLAGHAN MIDDLE, LLC 9210 OLD KATY ROAD HOUSTON TX 77055	CALLAGHAN MIDDLE, LLC 10000 MEMORIAL DR STE 450 HOUSTON TX 77024-3455	THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9210 OLD KATY ROAD HOUSTON, TEXAS 77055
JOAN CLAIRE TEMPLE LIVING TRUST 1010 BADE STREET HOUSTON TX 77055-7402	LE HUONG T 1014 BADE STREET HOUSTON TX 77055	LE HUONG T 17 STONEGATE DR HOUSTON TX 77024-2703
THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 1014 BADE STREET HOUSTON, TEXAS 77055 SOUTHWESTERN BELL TELEPHONE COMPANY ATTN: PROPERTY TAX DEPT 1010 PINE 9E-L-01 SAINT LOUIS MO 63101 SOUTHWESTERN BELL TELEPHONE COMPANY ATTN: PROPERTY TAX DEPT 1010 PINE 9E-L-01 SAINT LOUIS MO 63101	SPRING VALLEY MEMORIAL REAL ESTATE INVESTORS LP 9190 KATY FWY STE 102 HOUSTON TX 77055-7440 THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9210 OLD KATY ROAD HOUSTON, TEXAS 77055 THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 1015 BADE STREET HOUSTON, TEXAS 77055	SOUTHWESTERN BELL TELEPHONE COMPANY 9210 OLD KATY ROAD HOUSTON, TEXAS 77055 SOUTHWESTERN BELL TELEPHONE COMPANY 1015 BADE STREET HOUSTON, TEXAS 77055 SV PHYSICIAN PROPERTIES I LP 9230 KATY FWY STE 500 HOUSTON TX 77055-7468

DIVIDER PAGE

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: 9/8/20

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Brad Sweitzer hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at 9200 Old Katy Road, Spring Valley Village, TX

Said sign(s) meet the specifications of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Posting of said signs was accomplished on 8/25/20 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along Westbound Interstate 10 Frontage Road and Bade Street

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

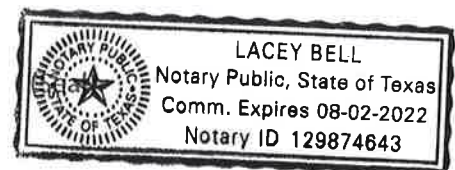
Executed this date: 8/31/20

Printed Name of Applicant or Authorized Representative for Zoning Case No. Brad Sweitzer

Signature of Applicant or Authorized Representative for Zoning Case No. BS

Sworn and subscribed before me on this date: 8/31/20

Notary Public Lacey Bell



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) fourteen (14) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

AFFIDAVIT OF ZONING CHANGE NOTIFICATION SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of City Council Meeting: 9/22/20

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Brad Sweitzer hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 9200 Old Katy Road, Spring Valley Village, Texas

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date 8/31/20 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change.

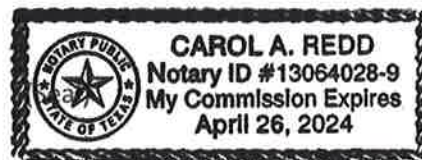
Executed this date: 8/31/20

Printed Name of Applicant or Authorized Representative for Zoning Case No. Brad Sweitzer

Signature of Applicant or Authorized Representative for Zoning Case No. B-S

Sworn and subscribed before me on this date: 8-31-2020

Notary Public



PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

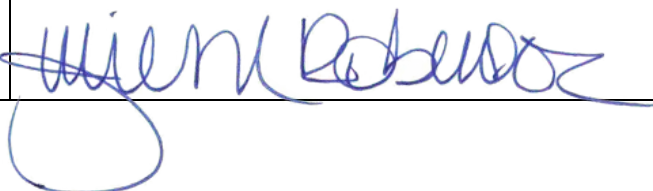
MEETING DATE: September 8, 2020

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: A PRELIMINARY AND FINAL RE-PLAT OF BADE STREET RESERVE, A PLOT CONTAINING 0.1441 ACRE OF LAND, SITUATED IN THE FREEWAY PLANNED DEVELOPMENT DISTRICT, CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS BEARING THE ADDRESS OF 9200 OLD KATY ROAD.
---------------	--

BACKGROUND:	In the previous agenda item, the Planning and Zoning Commission held a public hearing concerning a Preliminary and Final Re-plat of Bade Street Reserve for the property located at 9200 Old Katy Road. City Staff have reviewed the requested re-plat and determined that it meets the City's subdivision requirements.
--------------------	--

RECOMMENDATION:	City Staff recommends approval of the requested re-plat based on the determination that it meets the City's Subdivision Ordinance requirements.
------------------------	---

ATTACHMENTS:	• Preliminary and Final Re-plat of Bade Street Reserve for the Property Located at 9200 Old Katy Road.
---------------------	--

SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 
--	---

XXXXXX

COUNTY OF HARRIS X

COUNTY OF HARRIS

**10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300**

**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

MEETING DATE: September 8, 2020

TOPIC: **CONDUCT A PUBLIC HEARING CONCERNING:**

Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

BACKGROUND:

Callaghan Middle, LLC (“Property Owner”) has purchased the properties located at 9200 and 9210 Old Katy Road. In the previous agenda item, the Commission considered a replat of the two tracts into one tract that, if approved, would have the address of 9200 Old Katy Road (“Property”). The Property is located on the northwest corner of the I-10 Feeder Road and Bade Street in front of the AT&T property.

Following pre-development meetings with the City Team, an Application for a Planned Area Development for the Property (“Application”) was submitted by EHRA Engineering Inc. – Brad Sweitzer (“Applicant”) on behalf of the Property Owner on July 14, 2020. The Application is for the development of a new commercial building in the Freeway Planned Area Development District (“FPADD”) and contains two alternative scenarios for the Property.

The following is a summary of the proposed alternatives for the Property:

Alternative A

- Proposed one-story building with approximately 1,255 square feet. This is the larger building of the two alternatives.
- Seven (7) parking spaces are provided which equates to 5.6 spaces per 1,000 square feet of gross building space. This

complies with retail, office and medical land uses per the City of Spring Valley Zoning Ordinance.

- The allowable uses are provided in Exhibit 13 of the submission. (It should be noted that because of the parking count, a restaurant would not be permitted under this alternative.)
- The hours of operation are proposed as follows:
 - Retail Use – 6am to 12am
 - Office Use – 5am to 12am

Alternative B

- Proposed one-story building with approximately 970 square feet.
- Eight (8) parking spaces are provided which equates to 8.2 spaces per 1,000 square feet of gross building space. This complies with retail, office, medical office, and restaurant land uses per the City of Spring Valley Village Zoning Ordinance.
- The allowable uses are provided in Exhibit 14 of the submission. (It should be noted that this alternative is proposed as a small restaurant use, such as a coffee shop.)
- The hours of operation are proposed as follows:
 - Retail Use – 6am to 12am
 - Office Use – 5am to 12am
 - Restaurant Use – 6am to 12am (including outdoor dining)

The following are similar features found in each of the alternatives as proposed:

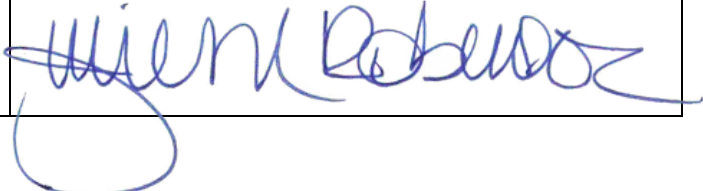
- Building Setbacks:
 - Front – Ten (10') feet from property line (Approximately thirty-five (35') feet from the edge of pavement for I-10 frontage road)
 - Corner – Five (5') feet from property line
 - Side – Ten (10') feet from property line (Approximately twenty-eight (28') feet from the edge of pavement of Bade Street)

**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

➤ Rear – Five (5') feet from property line • Additional information concerning access, landscaping, lighting, signage and other typically addressed in a PAD Ordinance have all been provided within the submittal package. More extensive information is provided in the Application itself.

RECOMMENDATION: Not Applicable in Public Hearing

ATTACHMENTS: • Application for New Planned Area Development and Supporting Documents • Copy of Published Notice of Public Hearing • Copy of Notice of Public Hearing Letters and Mailing Labels for Property Owners Within 200 Feet of Property • Sign Posting and Maintenance Affidavits
--

SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 
--	--

DIVIDER PAGE

Bade Street Reserve

Planned Area Development Request

City of Spring Valley Village

July 27, 2020

Owner/Developer:

Callaghan Middle, LLC

10000 Memorial Drive, Suite 450
Houston, TX 77024

Prepared By:



EHRA Engineering
10011 Meadowglen Lane
Houston, TX 77042
713.784.450

Bade Street Reserve
Planned Area Development Request

Table of Contents

Page 2:	Table of Contents
Page 3:	Property Owner's Acknowledgement
Page 4:	PAD Application
Pages 5-8:	PAD Request Letter

Exhibits

Exhibit 1:	Metes & Bounds Description
Exhibit 2:	Plat
Exhibit 3:	Alternative A Site Plan
Exhibit 4:	Alternative B Site Plan
Exhibit 5:	Alternative A Perspective
Exhibit 6:	Alternative A Elevation Plan
Exhibit 7:	Alternative B Perspective
Exhibit 8:	Alternative B Elevation Plan
Exhibit 9:	Alternative A Photometric Site Study
Exhibit 10:	Alternative B Photometric Site Study
Exhibit 11:	Sign Plan
Exhibit 12:	Permitted Plant List
Exhibit 13:	Alternative A Permitted Land Use Table
Exhibit 14:	Alternative B Permitted Land Use Table

City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

Re: Bade Street Reserve

To Whom It May Concern,

Callaghan Middle, LLC. hereby authorizes EHRA Engineering Inc. to act as an agent on its behalf regarding the zoning application and plat for a new Planned Area Development (PAD) to be known as "Bade Street Reserve". Furthermore, Callaghan Middle, LLC. hereby acknowledges and authorizes submittal of the aforementioned application to the City of Spring Valley Village.

Vincent A. Grammslvs

Printed Name

[Signature]

Signature

7/1/2020

Date



PAD DEVELOPMENT & PAD AMENDMENT APPLICATION

PROPERTY INFORMATION	
Type of Application: ☒ New Planned Area Development ☐ Amendment to Planned Area Development	
Property Address: 9200 Old Katy Road, Houston TX, 77055	
Legal Description: A 0.1441 acre tract of land in the Thomas Hoskins Survey, A-342; City of Spring Valley Village, Harris County, Texas.	
Development Name: Bade Street Reserve	Zoning District: Freeway PADD

OWNER INFORMATION	
Name: Callaghan Middle, LLC.	Phone#: 713-789-5858
Address: 1000 Memorial Drive, Suite 450, Houston TX, 77024	
Email: vagiammalva@comcast.net	

APPLICANT/AGENT INFORMATION	
Name: EHRA Engineering Inc. - Brad Sweitzer	Phone#: (713) 784-4500
Address: 10011 Meadowglen Lane, Houston TX, 77042	
Email: bsweitzer@ehrainc.com	
**If applicant is different than property owner a Notarized Letter of Authorization must be attached to the application	

PROPERTY OWNER/AGENT AUTHORIZATION		
Property Owner Consent/Agent Authorization: By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Spring Valley Village officials to enter the property on official business as part of the application process.		
		July 14, 2020
Signature of Contractor/Authorized Agent	Printed Name	Application Date

FOR OFFICE USE ONLY	
Zoning Case Number: _____	Date Submitted: _____
P&Z Meeting Date: _____	P&Z Recommendation: ☐ Approved ☐ Denied
Council Meeting Date: _____	Council Decision: ☐ Approved ☐ Denied

NOTE: Only complete applications shall be accepted and payment must be received at time of submission.

July 27, 2020

Planning and Zoning Commission
City of Spring Valley Village, Texas

Subject: Request for establishment of a Planned Area Development (PAD) for the 0.1441 acre tract located at the western corner of Bade Street and Interstate 10, being a tract located in the City of Spring Valley Village (herein referred to as “City”) FPADD overlay district, to be known as “Bade Street Reserve”.

Background

The subject tract is located at the western corner of Bade Street and the westbound frontage road for Interstate 10 (Katy Freeway). It is a portion of Lot 1 of the West Park subdivision which was recorded in 1946. This tract was previously subject to a right-of-way acquisition by the Texas Department of Transportation (TxDOT) to expand Interstate 10 in the early 2000’s. Because of this, the existing two-story commercial building was removed, and the tract was substantially reduced in size from approximately 0.35 acres to 0.14 acres. This has deterred redevelopment of the site, and it has remained vacant since. As part of the highway expansion project, one driveway was constructed along the new frontage road which is the only source of access for the tract. No other driveways are allowed along the frontage road per TxDOT driveway spacing standards.

Development Plan

Callaghan Middle, LLC recently closed on the subject tract and proposes two alternative site development options in accordance with the City’s zoning regulations. Both alternatives contemplate a commercial land use. One of the main reasons for the two different site plans is the need for sufficient parking. In order to comply with the City’s parking requirements, the building size will need to be fairly small in either alternative. This will also limit the height of the building to one story.

The development schedule has not yet been pinpointed, but it is the goal of the developer to start construction in the first or second quarter of 2021 with anticipated completion in the third or fourth quarter of 2021.

The site plan for Alternative A has the larger building of the two options with an approximate 1,255 square foot, one-story building intended for commercial use. The precise use is unknown

at this point, but a list of potential uses for Alternative A is included with this request and is labeled as Exhibit 13. Seven (7) concrete parking spaces would be provided, all measuring 9' by 19' (171 square feet each). A restaurant of any type would not be permitted under Alternative A due to the limited parking.

The site plan for Alternative B has the smaller building of the two options with an approximate 970 square foot, one-story building intended for commercial use. The precise use is unknown at this point, but a list of potential uses for Alternative B is included with this request and is labeled as Exhibit 14. Eight (8) concrete parking spaces would be provided, all measuring 9' by 19' (171 square feet each). Alternative B would allow for a small restaurant type use such as a coffee or donut shop.

Building Setbacks

Building setback variances are necessary for this project to be viable. As-is, the City's fifty-foot (50') building setback requirement from Interstate 10 in the Freeway PADD overlay district is greater than the total depth of the subject tract (approximately 47.5'). This is a hardship not caused by the developer as the reduced depth of the subject tract is a direct result of the TxDOT right-of-way acquisition in the early 2000's.

A ten-foot (10') building setback is proposed along Interstate 10. This results in a total distance of about thirty-five feet (35') from the frontage road to the edge of the proposed building as the frontage road is approximately twenty-five feet (25') from the right-of-way line. A ten-foot (10') building setback is proposed along Bade Street. Due to the large right-of-way corner clip also acquired by TxDOT, there would be a functional building setback of roughly twenty-eight feet (28') from the edge of Bade Street to the proposed building. A five-foot (5') rear building setback is proposed.

Parking, Logistics, and Hours of Operation

Alternative A has seven (7) parking spaces which equates to a parking ratio of 5.6 spaces per 1,000 square feet of building space. This complies with retail, office, and medical office land uses per the City's code. Alternative B has eight (8) parking spaces which equates to a parking ratio of 8.2 spaces per 1,000 square feet of building space. This complies with retail, office, medical office, and restaurant land uses. Overnight parking is prohibited for both alternatives.

The dumpster enclosure location will be on the far west side of the parking lot in both alternatives. Dumpsters shall not be visible during normal business hours. Trash pickup is proposed to occur overnight during off-hours.

The proposed hours of initial construction for the project is 7am to 7pm.

The proposed maximum hours of operation for Alternative A are:

- For a retail use – 6am to 12am
- For an office use – 5am to 12am

The proposed maximum hours of operation for Alternative B are:

- For a retail use – 6am to 12am
- For an office use – 5am to 12am
- For a restaurant use – 6am to 12am (outdoor dining is restricted to the same hours)

Landscape, Lighting, and Adjacent Property Impacts

The landscape plan for both options can be seen in the preliminary site plans. The developer/owner shall follow the general intent of the landscape design as shown in the preliminary site plans. The landscape shall consist of high-quality plant material and be well maintained in perpetuity. The landscape shall be irrigated and have an operable irrigation system in compliance with all City, Harris County, and State of Texas regulations. Landscape maintenance shall be permitted between 7am and 7pm, Monday through Friday, and between 9am and 6pm on Saturday and Sunday.

A list of permitted plants to be used for the project is included with this application and is labeled as Exhibit 12.

Abutting tracts to the west and north shall be screen via perennial shrubbery and /or small trees. Outdoor storage and outdoor display of merchandise is prohibited for both alternatives.

No outdoor lighting shall be permitted to directly shine on any adjacent property. All outdoor lighting shall be screened or shaded as possible. Lighting shall be placed an oriented to minimize indirect or reflected lighting onto adjacent properties. Lighting levels in the parking lot shall average no more than two-foot candles with no more than three-foot candles in the drive aisle during business hours. Lighting shall be reduced to average one-foot candle for after-hours security. All lighting shall be “white” color corrected lighting. No high-pressure sodium lighting is permitted. Parking lot lighting shall be hooded, shielded, and/or aimed downward to prevent light pollution.

Maintenance and Deliveries

Parking lot areas shall be cleaned at least five days each calendar month at a time to be designated by the City.

Building maintenance is permitted between 7am and 7pm, Monday through Friday, and between 9am and 6pm on Saturdays and Sundays.

Deliveries are permitted between 5am and 8pm, Monday through Friday, and between 9am and 6pm on Saturdays and Sundays.

Drainage

The developer/owner shall design and construct stormwater drainage improvements to limit stormwater runoff to the property's existing design capacity. The developer/owner shall provide drainage improvements in substantial compliance with the application.

Signage

The development may have one building identification sign along Interstate 10 at the location identified on each of the site plans. The size and specifications are shown on Exhibit 11. Wall signs affixed to the building are also permitted in compliance with the City's sign ordinance. Permits shall be required for all signage.

We look forward to working with the City of Spring Valley Village and the opportunity to develop this remainder tract.

Regards,



Brad Sweitzer, PLA, AICP
Senior Planner
713-784-4500
bsweitzer@ehrainc.com

Exhibit 1: Bade Street Reserve

**METES AND BOUNDS DESCRIPTION
BEING 0.1441 ACRES
IN THE THOMAS HOSKINS SURVEY, ABSTRACT NO. 342
CITY OF HOUSTON
HARRIS COUNTY, TEXAS**

A 0.1441 ACRE TRACT OF LAND IN THE THOMAS HOSKINS SURVEY, ABSTRACT NO. 342, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 6,193 SQ. FT. TRACT CONVEYED TO GEORGE I. DIB, AS DESCRIBED IN DOCUMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. RP-2018-208661, THE SAID 0.1441 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at an iron rod with TX DOT cap stamped "50089" found in the east line of a called 0.20 acre tract conveyed to William J. Sonne as described in document recorded under H.C.C.F. No. S807773, marking the northerly end of a cut-back corner of the westerly Right-Of-Way (R.O.W.) line of Bade Street (based on a width of 60 feet) as dedicated by West Park, map or plat thereof recorded under Volume (Vol.) 23, Page (Pg.) 10 of the Harris County Map Records (H.C.M.R.) and the northerly R.O.W. line of Interstate Highway 10, and the northeast corner of a called 0.2078 acre tract as conveyed to the State of Texas as described in document recorded under H.C.C.F. No. Y982642, and the most easterly southeast corner of the herein described tract;

THENCE, South 44°34'57" West, along said cut-back corner, a distance of 35.89 feet, to a an iron rod with TX DOT cap stamped "50088", found marking an interior corner of said 0.2078 acre tract, and the most southerly southeast corner of the herein described tract, from which an iron rod with TX DOT cap stamped "50091" bears, North 88°42'09" East, 110.48 feet;

THENCE, South 88°42'09" West, along the northerly line of said 0.2078 acre tract, common with the southerly line of the herein described tract, a distance of 113.07 feet, to a 1/2-inch iron rod found in the west line of a called 0.15 acre tract conveyed to William J. Sonne as described in the document recorded under H.C.C.F. No. S807772, and marking the northwest corner of said 0.2078 acre tract, and the southwest corner of the herein described tract, from which an iron rod with TX DOT cap found bears, South 88°42'09" West, 152.77 feet;

THENCE, North 0°20'29" East, departing the northerly R.O.W. line of said Interstate Highway 10, and along the west line of said 0.15 acre tract, a distance of 47.52 feet, to a "X" cut in concrete found marking the northwest corner of said 0.15 acre tract, and the herein described tract;

THENCE, North 88°32'34" East, along the north line of said 0.15 acre tract, passing at a distance of 58.07 feet, a 1-inch pinched top pipe found marking the northeast corner of said 0.15 acre tract, and the northwest corner of aforesaid 0.20 acre tract, continuing a total distance of 138.18 feet, to a 5/8-inch iron rod found on the westerly R.O.W. line of said Bade Street, marking the northeast corner of said 0.20 acre tract, and the herein described tract;

THENCE, South 0°27'45" West, along the westerly R.O.W. line of Bade Street, common with the easterly line of said 0.20 acre tract, a distance of 22.91 feet to the **POINT OF BEGINNING** and containing 0.1441 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300



Kevin M. Reidy, R.P.L.S.
Texas Registration No. 6450
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: June 17, 2020

Job No: 201-035-00

File No: R:\2020\201-035-00\Docs\Description\Boundary\Plat_M&B.doc

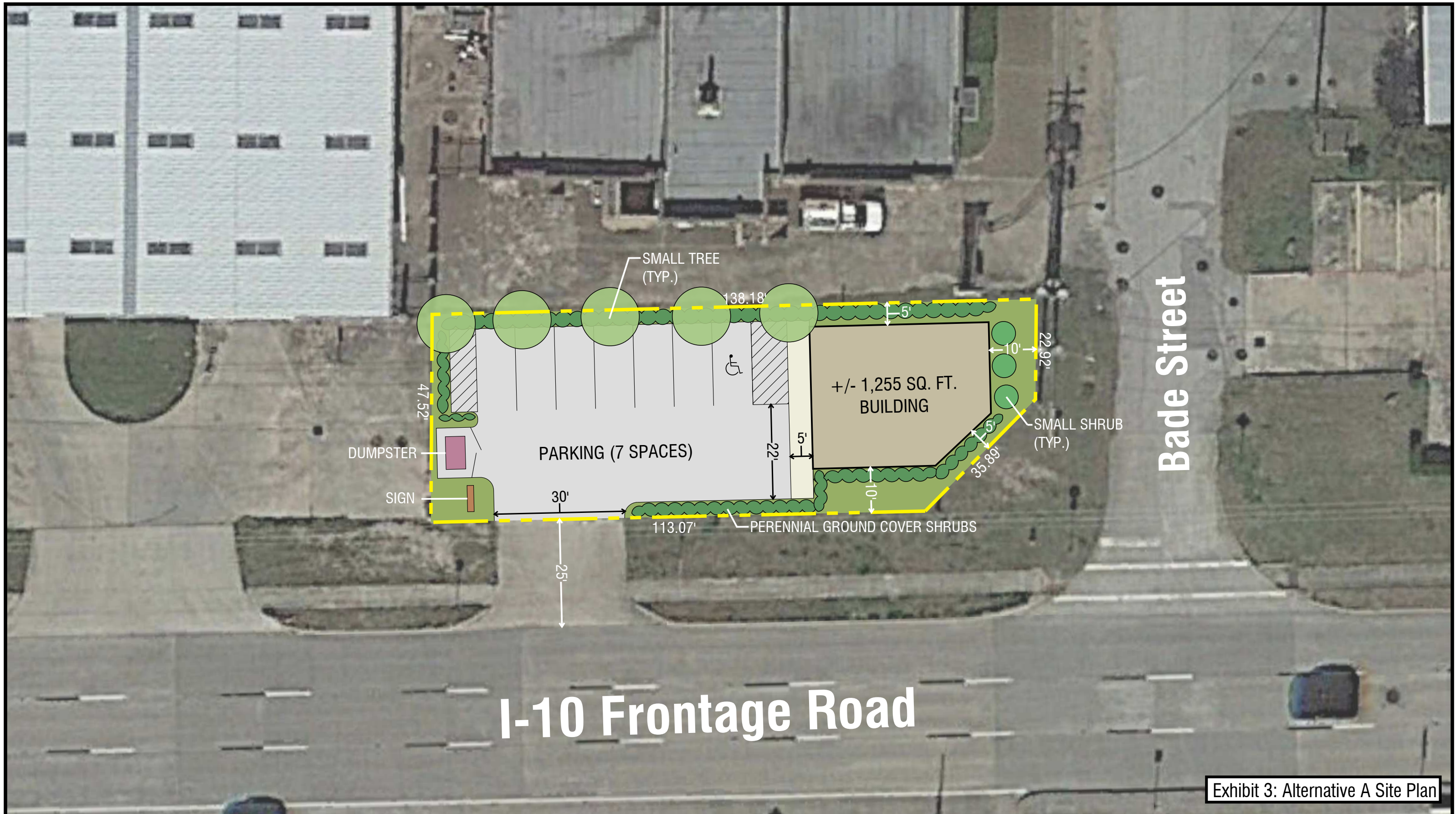


Exhibit 3: Alternative A Site Plan

Bade Street Reserve: Exhibit 3 - Alternative A Site Plan

Spring Valley Village, Texas

0 10 20
SCALE: 1"=20'



EHRA JOB NO.
201-035-00

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.



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

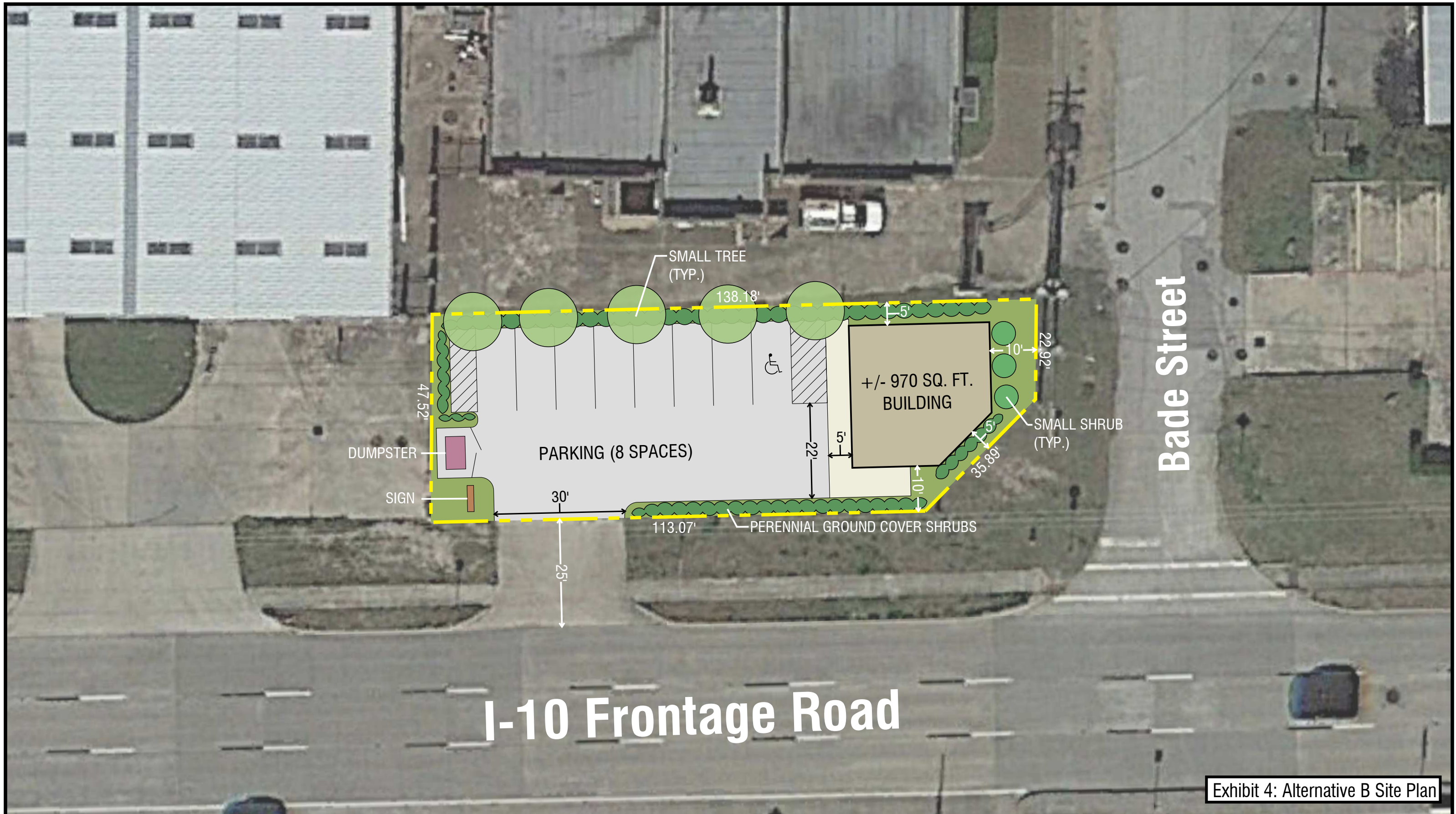


Exhibit 4: Alternative B Site Plan

Bade Street Reserve: Exhibit 4 - Alternative B Site Plan

Spring Valley Village, Texas

0 10 20
SCALE: 1"=20'



EHRA JOB NO.
201-035-00
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.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300



Exhibit 5: Alternative A Perspective

Bade Street Reserve: Exhibit 5 - Alternative A Perspective

Spring Valley Village, Texas

EHRA JOB NO.
201-035-00

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.



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300



Exhibit 6: Alternative A Elevation Plan

Bade Street Reserve: Exhibit 6 - Alternative A Elevation Plan

Spring Valley Village, Texas

EHRA JOB NO.
201-035-00

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.



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300



Exhibit 7: Alternative B Perspective

Bade Street Reserve: Exhibit 7 - Alternative B Perspective

Spring Valley Village, Texas

EHRA JOB NO.
201-035-00

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.



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300



Exhibit 8: Alternative B Elevation Plan

Bade Street Reserve: Exhibit 8 - Alternative B Elevation Plan

Spring Valley Village, Texas

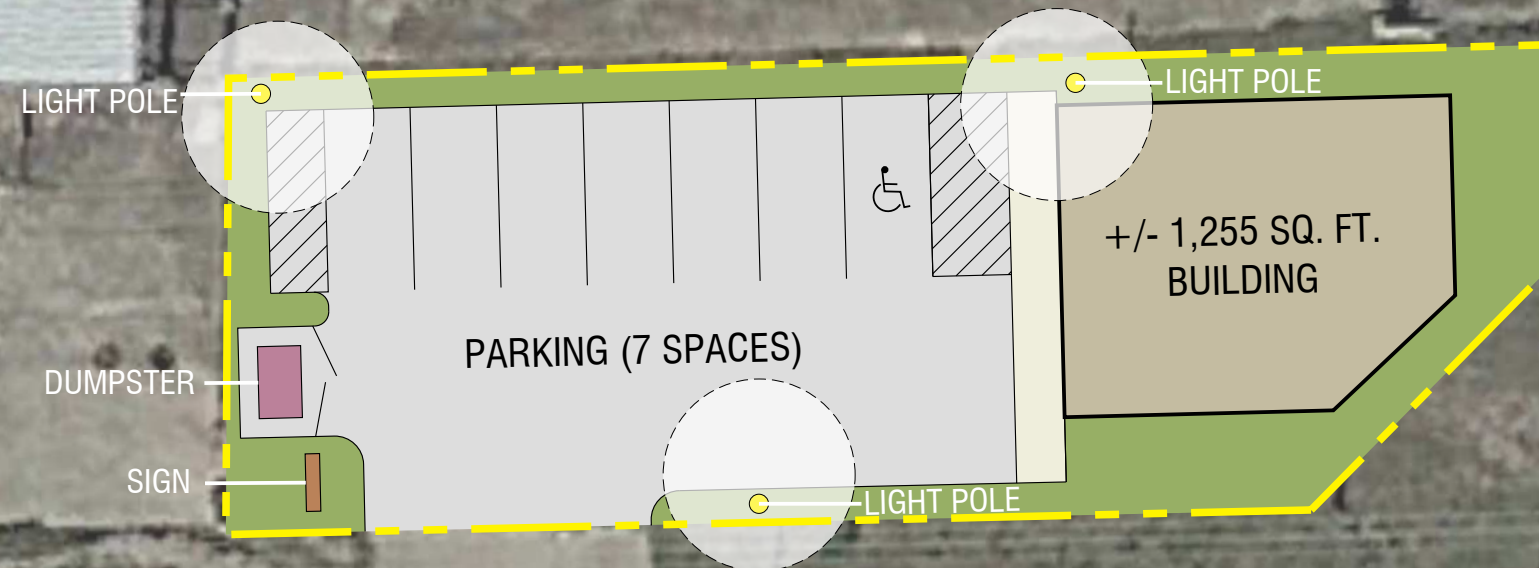
EHRA JOB NO.
201-035-00

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.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

- Lighting shall be placed and oriented to minimize indirect or reflected lighting onto adjacent properties.
- Parking lot lighting shall be hooded, shielded, and/or aimed downward to prevent light pollution.



Bade Street

I-10 Frontage Road

This exhibit is conceptual in nature only. A lighting professional has not reviewed this, and the location of light poles may change once a site lighting plan has been prepared by professionals.

Exhibit 9: Alternative A Photometric Site Study

Bade Street Reserve: Exhibit 9 - Alternative A Photometric Site Study

Spring Valley Village, Texas

0 10 20
SCALE: 1"=20'



EHRA JOB NO.
201-017-00

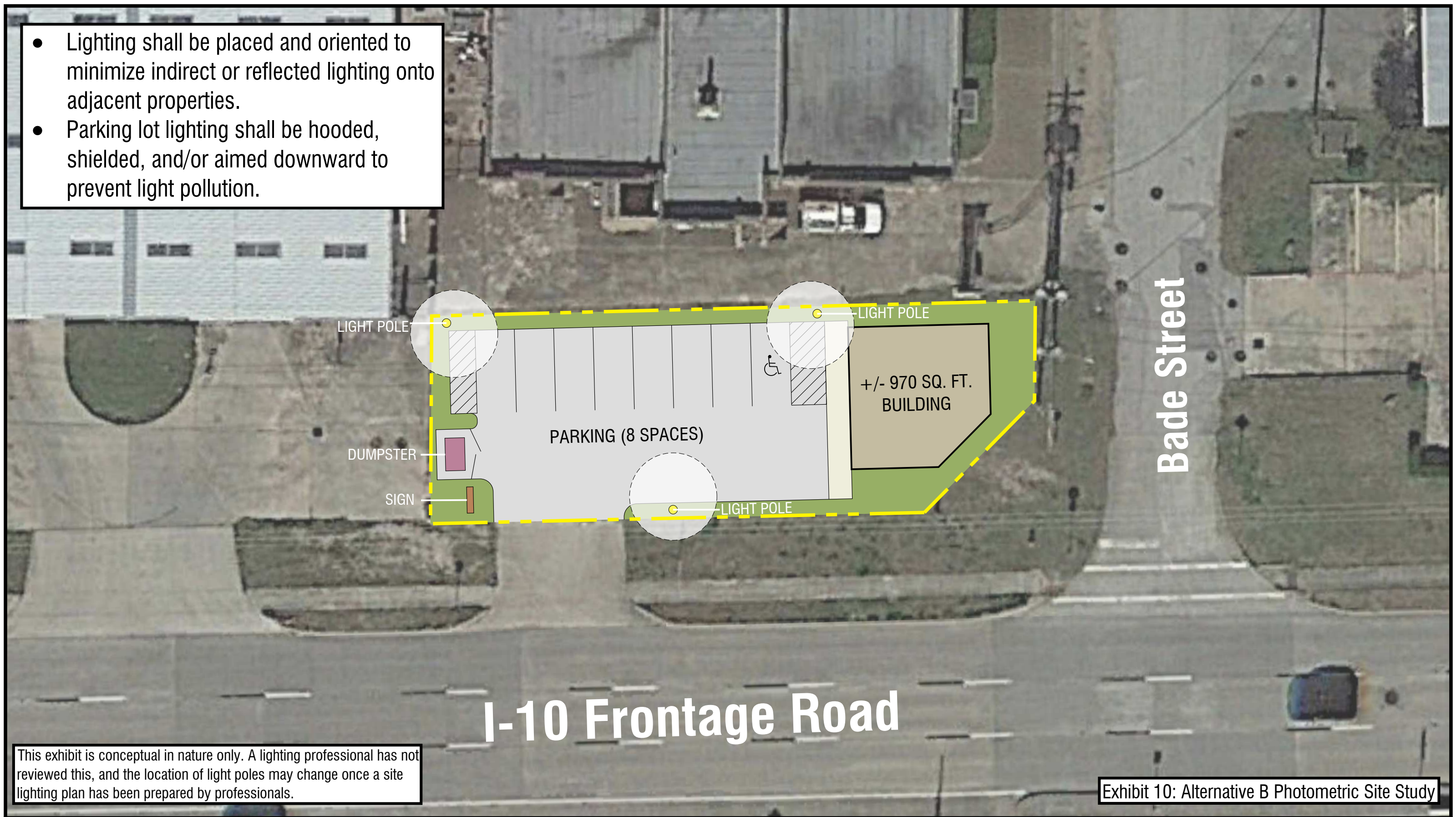
No warranty or representation of intended use,
design or proposed improvements are made
herein. All Plans for land or facilities are subject
to change without notice.



ENGINEERING THE FUTURE
SINCE 1936

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

- Lighting shall be placed and oriented to minimize indirect or reflected lighting onto adjacent properties.
- Parking lot lighting shall be hooded, shielded, and/or aimed downward to prevent light pollution.



This exhibit is conceptual in nature only. A lighting professional has not reviewed this, and the location of light poles may change once a site lighting plan has been prepared by professionals.

Exhibit 10: Alternative B Photometric Site Study

Bade Street Reserve: Exhibit 10 - Alternative B Photometric Site Study

Spring Valley Village, Texas

0 10 20
SCALE: 1"=20'



EHRA JOB NO.
201-017-00
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.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

Exhibit 11: Bade Street Reserve Sign Plan

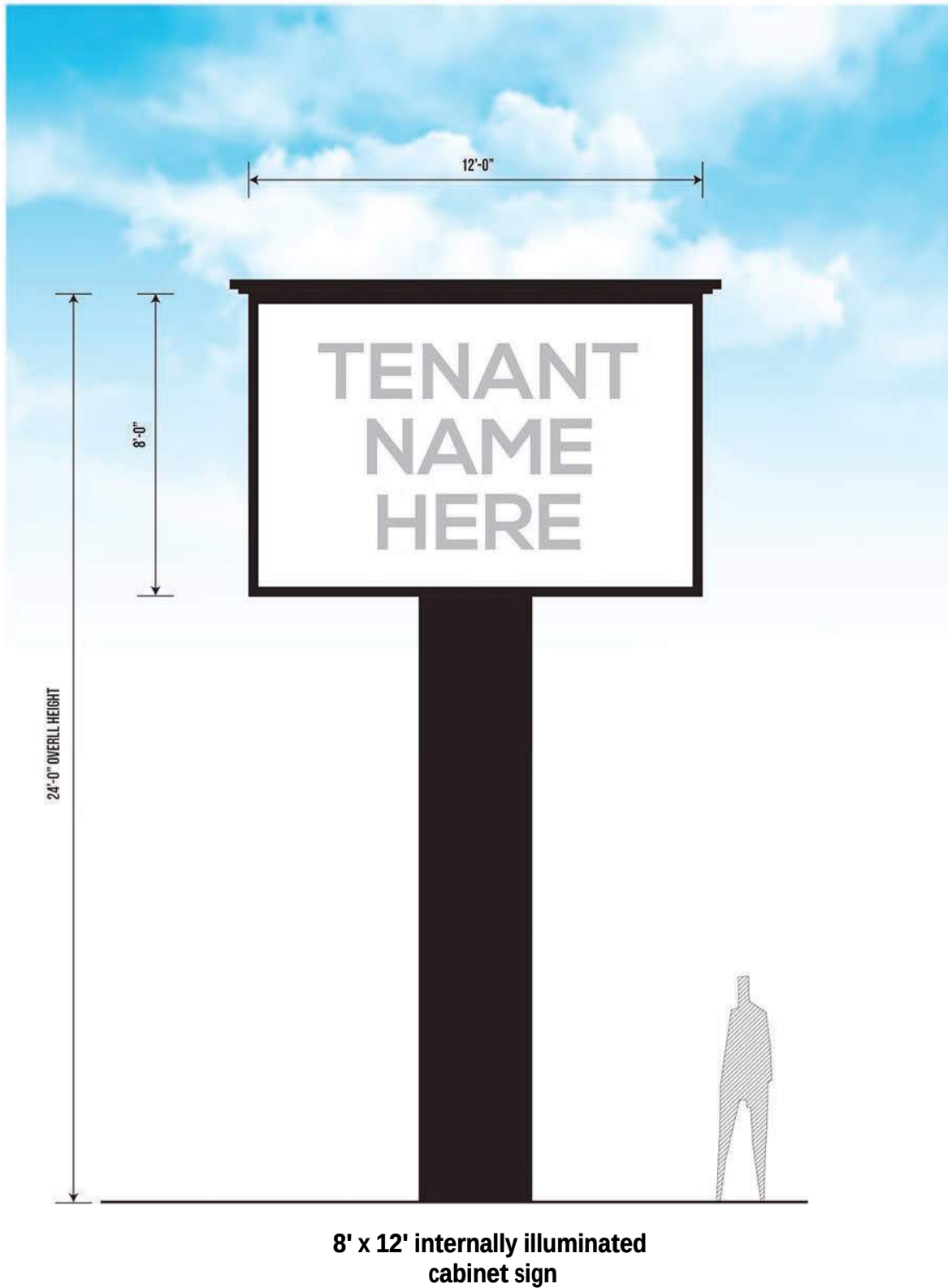


Exhibit 12: Bade Street Reserve Permitted Plant List

The following is a list of approved trees and shrubs. Alternative plants not specified in this list may be approved by the Director if determined that an alternative is substantially equal to or better than a specified material and the use will not violate any provision of the PAD:

Shade Trees:

Pecan	<i>Carya illinoensis</i>
Fringe Tree	<i>Chionanthus virginicus</i>
Japanese Blueberry	<i>Elaeocarpus decipiens</i>
Nellie R. Stevens Holly	<i>Ilex x attenuata 'Nellie R. Stevens'</i>
Savannah Holly	<i>Ilex attenuate 'Savannah'</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Loblolly Pine	<i>Pinus taeda</i>
Texas Pistache	<i>Pistacia texana</i>
Sycamore	<i>Platanus occidentalis'</i>
Bur Oak	<i>Quercus macrocarpa</i>
Chinkapin Oak	<i>Quercus muehlenbergii</i>
Monterey Oak	<i>Quercus polymorpha</i>
Water Oak	<i>Quercus nigra</i>
Live Oak	<i>Quercus virginiana</i>
Shumard Oak	<i>Quercus shumardii</i>
Bald Cypress	<i>Taxodium distichum</i>
Pond Cypress	<i>Taxodium ascendens</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Bosque or Drake Elm	<i>Ulmus parvifolia 'Bosque' or 'Drake'</i>

Small & Ornamental Trees:

Texas Redbud	<i>Cercis canadensis 'var. texensis'</i>
European Fan Palm	<i>Chamaerops humilis</i>
Desert Willow	<i>Chilopsis linearis</i>
Smokebush	<i>Cotinus obovatus</i>
Loquat	<i>Eryobotrya japonica</i>
Foster Holly	<i>Ilex x attenuata 'Fosterii'</i>
Possumhaw Holly	<i>Ilex decidua</i>
Yaupon Holly	<i>Ilex vomitoria</i>
Columnar Juniper	<i>Juniporus spp.</i>
Crape Myrtle	<i>Lagerstroemia indica 'Basham's Pink', 'Natchez', 'Muskogee'</i>
Little Gem Magnolia	<i>Magnolia grandiflora 'Little Gem'</i>
Tree form (MT) Ligustrum	<i>Ligustrum japonicum</i>
Saucer Magnolia	<i>Magnolia x soulangeana</i>
Sweetbay Magnolia	<i>Magnolia virginiana</i>
Tree Wax Myrtle	<i>Myrica cerifica</i>
Mexican Plum	<i>Prunus mexicana</i>
Texas Sable Palm	<i>Sabal texana</i>
Texas Mountain Laurel	<i>Sophora secundiflora</i>
Windmill Palm	<i>Trachycarpus fortunei</i>
Chaste Tree	<i>Vitex agnus-castus</i>

Shrubs:

Abelia	<i>Abelia x grandiflora</i> 'Prostrata', 'Sherwoodi', Edward Goucher'
Dwarf Bottlebrush	<i>Callistemon citrinus</i> 'Austraflora', 'Firebrand', 'Little John', and 'Splendens'
Japanese Cleystera	<i>Ternstroemia gymnathera</i>
Sago Palm	<i>Cycas revoluta</i>
Umbrella Plant	<i>Cyperus alternifolius</i>
African/Butterfly Iris	<i>Dietes iridioides</i> , <i>Dietes bicolor</i>
Elaeagnus Ebgingei	<i>Elaeagnus macrophylla</i>
Silverberry	<i>Elaeagnus fruilandi</i>
Pineapple Guava	<i>Feijoa sellowiana</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Barbados Cherry	<i>Malpighia Glabra</i>
Fatsia	<i>Fatsia japonica</i>
Dwarf Burford Holly	<i>Ilex cornuta</i> 'Burfordii Nana'
Chinese Holly	<i>Ilex cornuta</i> 'Rotunda'
Dwarf Yaupon	<i>Ilex vomitoria</i> 'Nana'
Louisiana Iris	<i>Iris louisiana</i>
Dwarf Crape Myrtle	<i>Lagerstroemia indica</i> 'Nana'
Ligustrum	<i>Ligustrum japonicum</i>
Waxleaf Glossy Privet	<i>Ligustrum lucidum</i>
Fringe Flower	<i>Loropetalum chinense</i>
Maiden Grass	<i>Miscanthus sinensis</i> var.
Dwarf Wax Myrtle	<i>Myrica pusilla</i>
Nandina	<i>Nandina domestica</i>
Purple Fountain Grass	<i>Pennisetum setaceum</i>
Indian Hawthorn	<i>Raphiolepis indica</i> 'Clara'
Shrub Rose	<i>Rosa</i> spp. 'Knockout', 'The Fairy', 'Bonica', 'Carefree Wonder'
Society Garlic	<i>Tulbaghia violacea</i>
Sweet Viburnum	<i>Viburnum</i> spp.
Bridal Wreath Spirea	<i>Spirea prunifolia</i>
Oleander	<i>Nerium oleander</i>
Dwarf Oleander	<i>Nerium oleander</i> 'Petite Pink', 'Little Red'
Plumbago	<i>Plumbago auriculata</i>
Dwarf Pomegranate	<i>Punica granatum</i> 'Nana'
Kumquat	<i>Fortunella</i> spp.
Muhly Grass	<i>Meuhlenbergia lindheimeri</i>
Dwarf Maiden Grass	<i>Miscanthus sinensis</i> 'Morning Light'

Exhibit 13: Bade Street Reserve Alternative A Permitted Land Use Table

The uses listed below are permitted in the PAD, except as otherwise limited herein. The symbol “P” in the right column means the use is permitted, while the symbol “O” means the use is permitted only for business office purposes. For instance, a manufacturing established would not be authorized to use a tract for manufacturing purposes, but the corporate offices for the manufacturing business would be authorized if indicated by the symbol “O.”

Use Description	NAICS Sector No.	
Agriculture, Forestry, Fishing and Hunting	11	O
Mining, Quarrying, and Oil and Gas Extraction	21	O
Utilities	22	O
Construction	23	O
Manufacturing	31-33	O
Wholesale Trade	42	O
Retail Trade	44-45	O
Furniture and Home Furnishings Stores	442	P
Electronics and Appliance Stores	443	P
Building Material and Garden Equipment and Supplies Dealers	444	P
Supermarkets and Other Grocery	445110	P

(except Convenience) Stores		
Specialty Food Stores	4452	P
Beer, Wine, and Liquor Stores	445310; provided that (1) such stores contain at least 15,000 square feet enclosed space; and (2) such stores retail other specialized lines of food {NAICS Sector 4452}	O
Health and Personal Care Stores	446	P
Clothing and Clothing Accessories Stores	448	P
Sporting Goods, Hobby, Musical Instrument, and Book Stores	451; but excluding 4511023 {Gun Shops} and 451212 {News Dealers and Newsstands}	P
General Merchandise Stores	452; but excluding 452112 {Discount Department Stores} and 452990 {All Other General Merchandise Stores}	P
Transportation and Warehousing	48-49	O
Information	51; but excluding 5121 {Motion Picture and Video Industries}	O
Finance and Insurance	52; but excluding 522390 {Other Activities Related to Credit Intermediation}	P
Real Estate and Rental and Leasing	53	O
Rental and Leasing Services	532; but excluding 5321 {Automotive Equipment Rental and Leasing} and 5323 {General Rental Centers}	P
Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	533	P

Professional, Scientific, and Technical Services	54; but excluding 541380 {Testing Laboratories}, 541711 {Research and Development in Biotechnology}, 5419 {Other Professional, Scientific, and Technical Services}, and 54712 {Research and Development in Physical, Engineering, and Life Sciences}	P
Management of Companies and Enterprises	55	P
Administrative and Support Services	56; but excluding 561210 {Facilities Support Services}, 561320 {Temporary Help Services}, 561491 {Repossession Services}, 561612 {Security Guards and Patrol Services}, 561520 {Tour Operators}, 561710 {Exterminating and Pest Control Services}, 5419 {Other Professional, Scientific, and Technical Services}, and 562 {Waste Management and Remediation Services}	P
Educational Services	61	O
Health Care and Social Assistance	62; but excluding 62141 {Family Planning Centers}, 62142 {Outpatient Mental Health and Substance Abuse Centers}, 62221 {Psychiatric and Substance Abuse Hospitals}, 623 {Nursing and Residential Care Facilities}, 624 {Social Assistance}	P
Arts, Entertainment, and Recreation	71; but excluding 711212 {Racetracks}, 713290 {Gambling Industries}, and 713990 {All Other Amusement and Recreation Industries}	O
Accommodation and Food Services	72	O
Full-Service Restaurants	722511	O
Limited-Services Restaurants	722513	O
Snack and Nonalcoholic Beverage Bars	722515	O

Other Services (except Public Administration)	81; but excluding 81299 {All Other Personal Services}	O
Repair and Maintenance	811; but excluding 8111 {Automotive Repair and Maintenance} and 8113 {Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance}	P
Barber Shops	812111	P
Beauty Salons	812112	P
Nail Salons	812113	P
Diet and Weight Reducing Centers	812191	P
Funeral Homes and Funeral Services	812210	P
Drycleaning and Laundry Services (except Coin-Operated)	812320; except limited to drop stations only	P
Parking Lots and Garages	812930 provided that such use is customarily incidental and accessory to the principal use of the land or to a building or structure on located on the same land as the accessory use	P
Business Associations	813910	P
Professional Organizations	813920	P
Private Households	814110	P
Public Administration	92	P

Exhibit 14: Bade Street Reserve

Alternative B Permitted Land Use Table

The uses listed below are permitted in the PAD, except as otherwise limited herein. The symbol “P” in the right column means the use is permitted, while the symbol “O” means the use is permitted only for business office purposes. For instance, a manufacturing established would not be authorized to use a tract for manufacturing purposes, but the corporate offices for the manufacturing business would be authorized if indicated by the symbol “O.”

Use Description	NAICS Sector No.	
Agriculture, Forestry, Fishing and Hunting	11	O
Mining, Quarrying, and Oil and Gas Extraction	21	O
Utilities	22	O
Construction	23	O
Manufacturing	31-33	O
Wholesale Trade	42	O
Retail Trade	44-45	O
Furniture and Home Furnishings Stores	442	P
Electronics and Appliance Stores	443	P
Building Material and Garden Equipment and Supplies Dealers	444	P
Supermarkets and Other Grocery	445110	P

(except Convenience) Stores		
Specialty Food Stores	4452	P
Beer, Wine, and Liquor Stores	445310; provided that (1) such stores contain at least 15,000 square feet enclosed space; and (2) such stores retail other specialized lines of food {NAICS Sector 4452}	O
Health and Personal Care Stores	446	P
Clothing and Clothing Accessories Stores	448	P
Sporting Goods, Hobby, Musical Instrument, and Book Stores	451; but excluding 4511023 {Gun Shops} and 451212 {News Dealers and Newsstands}	P
General Merchandise Stores	452; but excluding 452112 {Discount Department Stores} and 452990 {All Other General Merchandise Stores}	P
Transportation and Warehousing	48-49	O
Information	51; but excluding 5121 {Motion Picture and Video Industries}	O
Finance and Insurance	52; but excluding 522390 {Other Activities Related to Credit Intermediation}	P
Real Estate and Rental and Leasing	53	O
Rental and Leasing Services	532; but excluding 5321 {Automotive Equipment Rental and Leasing} and 5323 {General Rental Centers}	P
Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	533	P

Professional, Scientific, and Technical Services	54; but excluding 541380 {Testing Laboratories}, 541711 {Research and Development in Biotechnology}, 5419 {Other Professional, Scientific, and Technical Services}, and 54712 {Research and Development in Physical, Engineering, and Life Sciences}	P
Management of Companies and Enterprises	55	P
Administrative and Support Services	56; but excluding 561210 {Facilities Support Services}, 561320 {Temporary Help Services}, 561491 {Repossession Services}, 561612 {Security Guards and Patrol Services}, 561520 {Tour Operators}, 561710 {Exterminating and Pest Control Services}, 5419 {Other Professional, Scientific, and Technical Services}, and 562 {Waste Management and Remediation Services}	P
Educational Services	61	O
Health Care and Social Assistance	62; but excluding 62141 {Family Planning Centers}, 62142 {Outpatient Mental Health and Substance Abuse Centers}, 62221 {Psychiatric and Substance Abuse Hospitals}, 623 {Nursing and Residential Care Facilities}, 624 {Social Assistance}	P
Arts, Entertainment, and Recreation	71; but excluding 711212 {Racetracks}, 713290 {Gambling Industries}, and 713990 {All Other Amusement and Recreation Industries}	O
Accommodation and Food Services	72	O
Full-Service Restaurants	722511	P
Limited-Services Restaurants	722513	P
Snack and Nonalcoholic Beverage Bars	722515	P

Other Services (except Public Administration)	81; but excluding 81299 {All Other Personal Services}	O
Repair and Maintenance	811; but excluding 8111 {Automotive Repair and Maintenance} and 8113 {Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance}	P
Barber Shops	812111	P
Beauty Salons	812112	P
Nail Salons	812113	P
Diet and Weight Reducing Centers	812191	P
Funeral Homes and Funeral Services	812210	P
Drycleaning and Laundry Services (except Coin-Operated)	812320; except limited to drop stations only	P
Parking Lots and Garages	812930 provided that such use is customarily incidental and accessory to the principal use of the land or to a building or structure on located on the same land as the accessory use	P
Business Associations	813910	P
Professional Organizations	813920	P
Private Households	814110	P
Public Administration	92	P

DIVIDER PAGE

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following Proposed Ordinance:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 8, 2020

Time: 7:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 22, 2020

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Director of Community Development, Zachary Meadows at (713) 465-8308.



EST. 1955

SPRING VALLEY VILLAGE

August 24, 2020

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of Bade Street Reserve, A Plot Containing 0.1441 Acre Of Land, Situated In The Freeway Planned Area Development District, City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9200 Old Katy Road.

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 8, 2020

Time: 7:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, September 22, 2020

Time: 6:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 9200 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or zmeadows@springvalleytx.com.

Sincerely,

Zachary Meadows
Director of Community Development

SPRING VALLEY CALICO LP 9198 OLD KATY ROAD HOUSTON TX 77055	SPRING VALLEY CALICO LP 9190 KATY FWY STE 101 HOUSTON TX 77055-7440	THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9198 OLD KATY ROAD HOUSTON, TEXAS 77055
CALLAGHAN MIDDLE, LLC 9200 OLD KATY ROAD HOUSTON TX 77055	CALLAGHAN MIDDLE, LLC 10000 MEMORIAL DR STE 450 HOUSTON TX 77024-3455	THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9200 OLD KATY ROAD HOUSTON, TEXAS 77055
CALLAGHAN MIDDLE, LLC 9210 OLD KATY ROAD HOUSTON TX 77055	CALLAGHAN MIDDLE, LLC 10000 MEMORIAL DR STE 450 HOUSTON TX 77024-3455	THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9210 OLD KATY ROAD HOUSTON, TEXAS 77055
JOAN CLAIRE TEMPLE LIVING TRUST 1010 BADE STREET HOUSTON TX 77055-7402	LE HUONG T 1014 BADE STREET HOUSTON TX 77055	LE HUONG T 17 STONEGATE DR HOUSTON TX 77024-2703
THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 1014 BADE STREET HOUSTON, TEXAS 77055 SOUTHWESTERN BELL TELEPHONE COMPANY ATTN: PROPERTY TAX DEPT 1010 PINE 9E-L-01 SAINT LOUIS MO 63101 SOUTHWESTERN BELL TELEPHONE COMPANY ATTN: PROPERTY TAX DEPT 1010 PINE 9E-L-01 SAINT LOUIS MO 63101	SPRING VALLEY MEMORIAL REAL ESTATE INVESTORS LP 9190 KATY FWY STE 102 HOUSTON TX 77055-7440 THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 9210 OLD KATY ROAD HOUSTON, TEXAS 77055 THIS NOTICE IS IN REGARDS TO YOUR PROPERTY AT: 1015 BADE STREET HOUSTON, TEXAS 77055	SOUTHWESTERN BELL TELEPHONE COMPANY 9210 OLD KATY ROAD HOUSTON, TEXAS 77055 SOUTHWESTERN BELL TELEPHONE COMPANY 1015 BADE STREET HOUSTON, TEXAS 77055 SV PHYSICIAN PROPERTIES I LP 9230 KATY FWY STE 500 HOUSTON TX 77055-7468

DIVIDER PAGE

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: 9/8/20

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Brad Sweitzer hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at 9200 Old Katy Road, Spring Valley Village, TX

Said sign(s) meet the specifications of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Posting of said signs was accomplished on 8/25/20 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along Westbound Interstate 10 Frontage Road and Bade Street

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

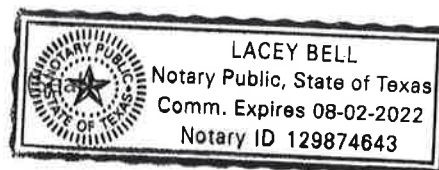
Executed this date: 8/31/20

Printed Name of Applicant or Authorized Representative for Zoning Case No. Brad Sweitzer

Signature of Applicant or Authorized Representative for Zoning Case No. BS

Sworn and subscribed before me on this date: 8/31/20

Notary Public Lacey Bell



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) fourteen (14) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

AFFIDAVIT OF ZONING CHANGE NOTIFICATION SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of City Council Meeting: 9/22/20

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Brad Sweitzer hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 9200 Old Katy Road, Spring Valley Village, Texas

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date 8/31/20 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change.

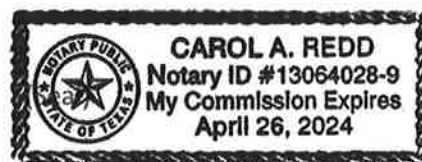
Executed this date: 8/31/20

Printed Name of Applicant or Authorized Representative for Zoning Case No. Brad Sweitzer

Signature of Applicant or Authorized Representative for Zoning Case No. B-S

Sworn and subscribed before me on this date: 8-31-2020

Notary Public



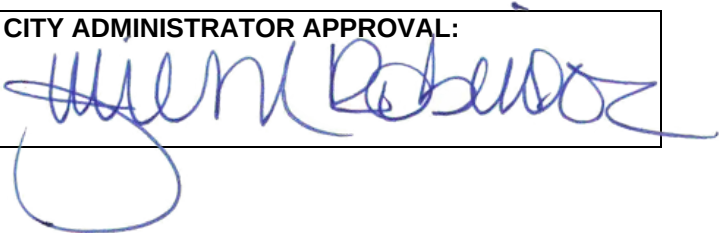
PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

**City of Spring Valley Village
Planning and Zoning Commission
Agenda Item Data Sheet**

MEETING DATE: September 8, 2020

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: ORDINANCE NUMBER 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.
BACKGROUND:	In the previous agenda item, the Planning and Zoning Commission conducted a public hearing on a PAD Development for Bade Street Reserve, the property located on the northwest corner of Bade Street and I-10. The Ordinance as attached with this item incorporates both alternatives as discussed in the Public Hearing.
RECOMMENDATION:	None
ATTACHMENTS:	• Ordinance No. 2020-XX
SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 0.1441 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF BADE STREET AND INTERSTATE 10, BEING A PORTION OF LOT 1 OF THE WEST PARK SUBDIVISION IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A SINGLE-STORY BUILDING BETWEEN 970 SQUARE FEET AND 1,255 SQUARE FEET, SURFACE PARKING, AND ALLOWING COMMERCIAL USES TO BE KNOWN AS THE BADE STREET RESERVE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, CALLAGHAN MIDDLE, LLC (the “Owner”), whose contact is Vincent Giammalva, an individual, with the mailing address of 1000 Memorial Drive, Suite 450, Houston, Texas, 77042 owns a 0.1411 acre tract of land, more or less, being located at the northwest corner of the intersection of I-10 and Bade Street (the “Property”) within the corporate limits of the City of Spring Valley Village, Texas, the tract of land being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes; and

WHEREAS, the property is presently zoned Freeway Planned Area Development District (“FPADD”) pursuant to the City’s Zoning Ordinance, as amended; and

WHEREAS, the City Council wishes to adopt this Ordinance to allow construction of a building on the 0.1411 acres of property described above, in compliance with the terms and provisions set forth herein; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on

the proposed ordinance for the construction of improvements on the 0.1411 acre tract at the northwest corner of I-10 and Bade Street; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now finds it in the best interest of the health, safety and welfare of the citizens to adopt this Ordinance as an amendment to the City's Zoning Ordinance as provided herein; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS:

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

Section 2. The application of the owner of the 0.1411 acre tract at the northwest corner of I-10 and Bade Street for a planned area development is hereby approved, subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. The Zoning District Map of the City of Spring Valley Village, Texas, shall be revised and amended to show the designation of the 0.1411 acre tract at the northwest corner of I-10 and Bade Street as provided in the preamble hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the regulations, restrictions, terms and conditions provided for herein. When a conflict exists between the Comprehensive Zoning Ordinance and this Ordinance, this Ordinance shall prevail.

Section 5. The Planned Area Development use authorized and permitted on the Property shall be subject to the following additional limitations, restrictions and covenants:

A. Compliance with Application and Site Plans. The granting of the PAD shall be, and is hereby, conditioned upon the proposed improvements being located, constructed, and conducted upon the Property in substantial compliance with the Application dated July 27, 2020 (the “Application”) including the description of the proposed use, and the site and landscape plan that are attached hereto as Exhibit “B” and made a part hereof for all purposes.

B. Buildings; setbacks, architectural elevations:

1. The Development within the PAD shall consist of a single one-story building with up to 1,255 square feet of interior space.
2. The new construction shall be fully equipped with the number of fire sprinklers as required by City Ordinance.
3. All structures shall be set back at least ten feet (10’) from the I-10 right-of-way and Bade Street, and five feet (5’) from all other property lines.
4. The Development may include a single one-story building as described in the Application.
5. The building and extensions shall not exceed 20 feet (20’) above ground level in height. The building and structures within the district shall be constructed and maintained in substantial compliance with the Application.
6. All buildings shall be constructed and maintained in substantial compliance with the architectural elevations of the building to be

approved by the Planning and Zoning Commission and City Council prior to commencement of construction.

C. Access; Parking facilities.

1. The Development shall be accessed by one (1) existing thirty foot (30') wide driveway on the I-10 frontage road. The City is not responsible for controlling traffic into, out of, or within the PAD driveways/private access roads.
2. The Owner shall provide paved parking spaces, either surface parking or in the parking structure, for all persons attending activities on the Property in substantial compliance with the Application and the City's off-street parking ordinances. The site shall include a minimum of 7 parking spaces.
3. Parking on streets adjacent to the Property by persons attending activities on the Property is prohibited.
4. Parking on the Property on any surface other than a paved surface is prohibited.
5. Overnight parking is prohibited except for tenants' delivery vans or trucks in designated parking spaces only.
6. Signs shall be posted and maintained prohibiting overnight parking.

D. Occupancy/Use.

1. The Property may be used for the following purposes only:

Retail shops (other than retail shops performing vehicular and heavy machinery repair; shops that require outside bulk storage;

convenience retail food stores; pornography shops and massage parlors); and

Restaurants, cafes, and cafeterias, including restaurants, cafes and cafeterias that serve alcoholic beverages to customers in conjunction with the sale of food prepared and served by the restaurant, cafe or cafeteria; and

Professional and business offices and clinics (other than drive-in and/or drive-through facilities connected with or part of a professional and/or business office or clinic).

2. Restaurants, including those serving alcohol, shall be permitted to operate from 6:00 am to 12:00 am. Office uses shall be permitted from 5:00 a.m. to 12:00 a.m. Restaurant uses shall be permitted to operate from 6:00 a.m. to 12:00 a.m.
3. Outdoor uses restricted.
 - a) Outdoor patio dining hours shall be permitted between the hours of 6:00 a.m. and 12:00 a.m. in the areas designated on the application.
 - (b) Outdoor storage and outdoor displays are prohibited.
4. Initial construction hours are between 7:00 am and 7:00 p.m. Monday – Friday and between 9 am and 6 pm Saturday – Sunday.
5. Uses not specifically identified as permitted uses are not authorized.

E. Landscape/Screening/Lighting.

1. The Owner shall provide landscaping in substantial compliance with the Application.
2. The landscaping and irrigation for the development shall meet or exceed City ordinance requirements. The owner shall preserve, plant and maintain trees and landscaping as shown on the site and landscape plan, including the removal of the trees on the existing medical office building parcel that are planted along the south side of the sound wall shown in the Application. A final landscape and irrigation plan shall be submitted to the City with full construction documents at the time of building permit submission.
3. Landscape maintenance shall be permitted between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday and between 9:00 a.m. and 6:00 p.m. Saturday - Sunday.
4. No outdoor lighting shall be permitted to directly shine on any adjacent property. All outdoor lighting shall be screened or shaded. Lighting shall be placed and oriented to minimize indirect or reflected lighting onto adjacent properties. Lighting levels in the parking lot shall average no more than 2.4 foot (2.4') candles with no more than 3.69 foot (3.69') candles on top of the parking structure during business hours. Lighting shall be reduced to average one foot candle for after-hours security. All lighting shall be "white" color corrected lighting. Light poles not exceeding

twenty feet (20') in height will be utilized on the surface parking lot.

No high pressure sodium lighting is permitted.

F. Refuse; building maintenance; deliveries.

1. Location. The Development will have one (1) dumpster location as shown on the Application. The dumpster shall be enclosed and located in the northwest corner of the surface lot and shall not be visible from any public right-of-way.
2. Pickup. Refuse/dumpster containers shall only be picked up between 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on weekends.
3. Parking Lot Maintenance. Parking lot areas shall be cleaned at least five days each calendar month between 7:00 a.m. and 7:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends.
4. Building Maintenance. Building maintenance is permitted 7:00 a.m. to 7:00 p.m. Monday – Friday and between 9:00 a.m. and 6:00 p.m. on Saturday - Sunday.
5. Deliveries. Deliveries are permitted only between 7:00 a.m. and 7:00 p.m. Monday – Friday and between 9:00 a.m. and 6:00 p.m. on Saturdays.

G. Drainage Systems. The Owners shall design and construct storm water drainage improvements in compliance with all applicable City ordinances and in substantial compliance with the Application, as approved by the City's Floodplain Administrator.

H. Signs.

1. The Development may have one building identification sign on I-10 in compliance with the City's sign regulations as shown on the Application.
2. All signage shall comply with all other ordinances of the City applicable to signage; permits shall be required for all signage in compliance with other ordinances of the City.
3. Landscaping shall be placed adjacent to the building identification sign. This landscaping shall consist of bushes, shrubs, annual and perennial flowering plants, and appropriate vegetative ground cover or a combination thereof, and shall be in addition to any other landscape requirements set forth.

I. Noise. All activities shall comply with the ordinances of the City applicable to noise and sounds, except that operating hours may be extended as provided above.

Section 6. In the event that construction activities on the property subject to this Ordinance has not commenced within two (2) years of the effective date of this Ordinance, this Ordinance shall expire on its own terms and become null and void.

Section 7. In the event any section, paragraph, subdivision, 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 any part or provision hereof other than the part declared to be invalid or

unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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. Each day of violation shall constitute a separate offense.

Section 9. Attached to this ordinance are the following documents:

Exhibit A: Legal Description;
Exhibit B: The Application.

ADOPTED this the ____ of _____, 2020.

Marcus Vajdos, Mayor
Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

**EXHIBIT “A” –
LEGAL DESCRIPTION**

A SUBDIVISION OF 0.1411 ACRES BEING OUT OF LOT 1, WEST PARK SUBDIVISION (VOL. 23, PG. 10, H.C.M.R.) IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS

**EXHIBIT “B” –
APPLICATION**

**Due to the Size of the Application This
Exhibit Will Be Added After Action Has
Been Taken By City Council**