

**NOTICE OF LA MARQUE
BOARD OF ADJUSTMENTS MEETING
BY TELEPHONE CONFERENCE**

In accordance with order of the Office of the Governor issued March 16, 2020, the Board of Adjustments of the City of La Marque will conduct its meeting scheduled for **Tuesday, June 9, 2020 at 2:00 PM by telephone and video conference** in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus/COVID-19. This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

**THERE WILL BE NO PUBLIC ACCESS TO CITY HALL DURING
THE MEETING.**

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Chairperson during the meeting. A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE
MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 955 3716 3773

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/95537163773>

Once you are on the website, you may need to enter the following:

Meeting ID: 955 3716 3773

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



1111 Bayou Rd.
La Marque, Texas 77568
409-938-9202

Lillian Petty - Chair
Harold Augustus - Member
Helen Kee - Member

David Pennington - Member
Hermann Harper - Member
Lois Jones - Member

CITY OF LA MARQUE
BOARD OF ADJUSTMENTS
Public Hearing and Regular Meeting
AGENDA
Of
June 9, 2020

Notice is hereby given that the City of La Marque Board of Adjustments will conduct a Public Hearing and Regular Meeting via telephone/video conference hosted through Zoom as provided in the attached notice on Tuesday, June 9, 2020 at 2:00 p.m., for the purpose of considering and taking action on the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) PUBLIC COMMENTS

At this time, any person who wishes to speak on Board-related business, including any item on the agenda, should speak at this time by giving the Chairperson your name and the item you wish to speak about. In compliance with Texas Open Meetings Act, the Board of Adjustments may not deliberate on comments that are not associated with an agenda item. All New Business items for the Board of Adjustments shall also be public hearings. Please notify the meeting host if you wish to comment on any item. **Press *6 to mute or unmute if you are participating by telephone.**

(4) MINUTES

- a.** Meeting minutes for October 8, 2019
- b.** Meeting minutes for September 10, 2019
- c.** Meeting Minutes for August 13, 2019

(5) NEW BUSINESS / PUBLIC HEARINGS

- a.** Discussion/possible action regarding a request under City Code Section 71-25(e)(8) to allow remodel of a nonconforming commercial structure at 2402 Jackson Street into a single family home and for a variance to City Code Section 71-20 to allow less side and rear building setbacks than required.

- b. Discussion/possible action regarding a request under City Code Section 71-25(e)(8) to allow the reconstruction of a nonconforming billboard in an alternate location due to impact by a Texas Department of Transportation construction project.
- c. Discussion/ possible action regarding a request for variance to City Code Sections 71-20 and 71-27 to allow less rear, side and front building setbacks than required for property located at 3101 FM 1765, Galveston County PID# 132855.

(6) REQUESTS AND ANNOUNCEMENTS

Requests by the Board of Adjustments for items to be placed on future agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:

- (1) Expressions of thanks, congratulations, or condolence;
- (2) Information regarding holiday schedules;
- (3) An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) A reminder about an upcoming event organized or sponsored by the governing body;
- (5) Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
- (6) Announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(7) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas, on or before **June 5, 2020**, before 5:30 p.m.

Robin Eldridge, City Clerk, TRMC

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. . Please contact the City Clerk's office at (409) 938-9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.



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La Marque, Texas 77568
409-938-9202

**CITY OF LA MARQUE
BOARD OF ADJUSTMENTS
PUBLIC HEARING AND REGULAR MEETING
MINUTES
OCTOBER 8, 2019**

(1) CALL TO ORDER

The meeting was called to order at 2:01 p.m.

(2) ROLL CALL

PRESENT:

Chairperson Lillian Petty - Present
Board Member Herman Harper - Present
Board Member Lois Jones - Present
Board Member Harold Augustus - Present
Board Member David Pennington - Present
Alternate Board Member Helen Kee - Absent

STAFF PRESENT:

Derra Purnell, Interim City Attorney
Felicia Ward, Permit Specialist
David Merriman, Fire Marshal
Kathleen Van Stavern, Code Enforcement

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Board Member Pennington led the prayer and Pledge of Allegiance.

(4) CITIZENS PARTICIPATION

There was no citizen's participation.

The Chair closed the Regular Meeting and opened the Public Hearing at 2:03 p.m.

(5) PUBLIC HEARING

- a. Public hearing to hear public input on a request by the owners of High Point Storage, located at 5009 FM 1764, for a variance to the City's zoning regulations, specifically: (i) Section 71-27(e)(8) to reduce the side set back from 25 feet to 5 feet, and to reduce the rear set back from 25 feet to 5 feet; and (ii) Section 71-27(d)(4) to allow 6-foot chain link fence on the sides and back of the property. (The property is more particularly described as being 10.3342 acre tract of land out of the W.K. Wilson League, Abstract No. 208,



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Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deed of Records of Galveston County, Texas, under Film Code No. 007-05-2010 (County Clerk's File No. 9020832), and a 1.0842 acre tract being known as the remainder of a called 25 acre tract of land recorded in the Deed Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract.)

Derra Purnell, Interim City Attorney noted that this property is in the Thoroughfare Overlay District and the buildings and fence line already exist. Years ago a variance was granted through the Planning & Zoning Commission and should have been through the Board of Adjustments. The property is currently being sold and the variance needs to be done correctly so that the title is clear.

There were no other public comments.

- b. Public hearing to hear public input on a request by the owners of a commercial building located at 10611 FM 1764 for a variance to the City's zoning regulations, specifically Sections 71-27(e)(8) and 71-20 to allow the construction of a monument sign to be placed in the required front-yard setback five feet from the front property line. (The property is more particularly described as a tract or parcel of land containing 0.8540 acres of land, more or less, being out of Lot 11 of Orchard Place, a subdivision out of the J. R. Pace Survey in Volume 92, Page 462 in the Office of the County Clerk of Galveston County, Texas.)

Venancio Jaramillo, 414 Buttonwood, Texas City, Texas our property is near the landfill, south side of FM 1764 we would like a better explanation of what is happening. Ms. Jaramillo was in favor of the sign variance request as long as it was not on their property.

The Chair closed the Public Hearing and opened the Regular Meeting at 2:11 p.m.

(6) NEW BUSINESS

- a. Discussion and possible action to adopt updated Procedural Rules for the Board of Adjustment.

Board Member Pennington motioned to adopt and approve the updated Procedural Rules. Seconded by Harper, the request was unanimously approved.

Chair, Lillian Petty called for a rollcall vote.



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Lois Jones voted Yes
David Pennington voted Yes
Harold Augustus voted Yes
Herman Harper voted yes
Lillian Petty voted Yes

- b. Discussion/Possible action on a request by the owners of High Point Storage, located at 5009 FM 1764, for a variance to the City's zoning regulations, specifically: (i) Section 71-27(e)(8) to reduce the side set back from 25 feet to 5 feet, and to reduce the rear set back from 25 feet to 5 feet; and (ii) Section 71-27(d)(4) to allow 6-foot chain link fence on the sides and back of the property. (The property is more particularly described as being 10.3342 acre tract of land out of the W.K. Wilson League, Abstract No. 208, Galveston County, Texas, and being a portion of a called 45.585 acre tract of land described in the Deed of Records of Galveston County, Texas, under Film Code No. 007-05-2010 (County Clerk's File No. 9020832), and a 1.0842 acre tract being known as the remainder of a called 25 acre tract of land recorded in the Deed Records of Galveston County, Texas, under Volume 3179, Page 852, said 10.3334 acre tract.)

There being no discussion or question the Chair called for a motion.

Board Member Harper moved to grant the variance. Seconded by Board Member Augustus. The motion carried.

Chair, Lillian Petty called for a rollcall vote.

Lois Jones voted Yes
David Pennington voted Yes
Harold Augustus voted Yes
Herman Harper voted yes
Lillian Petty voted Yes

- c. Discussion/Possible action on a request by the owners of a commercial building located at 10611 FM 1764 for a variance to the City's zoning regulations, specifically Sections 71-27(e)(8) and 71-20 to allow the construction of a monument sign to be placed in the required front-yard setback five feet from the front property line. (The property is more particularly described as a tract or parcel of land containing 0.8540 acres of land, more or less, being out of Lot 11 of Orchard Place, a subdivision out of the J. R. Pace Survey in Volume 92, Page 462 in the Office of the County Clerk of Galveston County, Texas.) (6)



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Board Member Pennington wanted to know the size and height of the sign. Ms. Purnell noted that the only thing we are looking at is the placement location and the distance to the property lines.

Board Member Jones wanted to know if they should get their permit first. Ms. Purnell said no because it would have to be denied as they have to go through the Board of Adjustments first for the placement location.

Ms. Purnell said all the Board is doing is saying where the sign will be placed.

Board Member Pennington noted that there is a curve in the road at this location and was worried that a digital sign would be distracting to drivers on this road.

Board Member Pennington motion to approve the variance subject to that the sign not being a digital sign. Second by Board Member Augustus, the motion carried.

Chair, Lillian Petty called for a rollcall vote.

Lois Jones voted Yes
David Pennington voted Yes
Harold Augustus voted Yes
Herman Harper voted yes
Lillian Petty voted Yes

- d. Discussion/possible action regarding the selection of Board Shirts.
Board Member Pennington motion to table this item. The motion passed unanimously.

(7) REQUESTS AND ANNOUNCEMENTS

Board Member Jones noted that there was a great city participation on National Night Out.

(8) ADJOURNMENT

Board Member Harper motioned to adjourn the meeting. Second by Board Member Augustus, the motion passed unanimously.

Lillian Petty, Chairperson
Board of Adjustments



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**CITY OF LA MARQUE
BOARD OF ADJUSTMENTS
PUBLIC HEARING AND REGULAR MEETING
MINUTES
SEPTEMBER 10, 2019**

(1) CALL TO ORDER

The meeting was called to order at 2:03 p.m.

(2) ROLL CALL

PRESENT:

Chairperson Lillian Petty - Present
Board Member Herman Harper - Present
Board Member Lois Jones - Present
Board Member Harold Augustus - Present
Board Member David Pennington - Present
Alternate Board Member Helen Kee - Absent

STAFF PRESENT:

Derra Purnell, Interim City Attorney
Sussie Sutton, Development Coordinator

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Board Member Harper led the prayer and Pledge of Allegiance.

(4) CITIZENS PARTICIPATION

There was no citizen's participation.

The Chair closed the Regular Meeting and opened the Public Hearing at 2:05 p.m.

(6) PUBLIC HEARING

- a.** Discussion/Possible action regarding a request for a commercial building set back variance to Section 71-20 - Schedule of district regulations requiring a Minimum Rear Yard setback of 10-feet and Side Yard setback of 5-feet for properties zoned Light Industrial (L-1) for Lot 14R of Block 59 of Division "K" Cook and Stewart Subdivision, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Galveston County Clerk's File No. 2018013940 in the Official Public Records of Real Property of Galveston County, Texas.



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No one addressed the Board on this item.

The Chair closed the Public Hearing and opened the Regular Meeting at 2:06 p.m.

(7) NEW BUSINESS

- a.** Discussion/Possible action regarding a request for a commercial building set back variance to Section 71-20 – Schedule of district regulations requiring a Minimum Rear Yard setback of 10-feet and Side Yard setback of 5-feet for properties zoned Light Industrial (L-1) for Lot 14R of Block 59 of Division “K” Cook and Stewart Subdivision, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Galveston County Clerk’s File No. 2018013940 in the Official Public Records of Real Property of Galveston County, Texas.

Staff addressed the Board and informed them that the two buildings are currently existing and the property is being subdivided for conveyance of one the lots. The required plat for conveyance is the trigger for the Board of Adjustments consideration of the building setback requirement variance request.

The building on Lot 14 was constructed 4.1 feet from the back property lines many years ago and prior to building standards and the Zoning Code. The fact that the building is 4.1 foot from the property makes this property a non-compliant zoned property. We have to consider the variance request so that once sold there will not be a “cloud” on the title at conveyance.

You can only grant variance to the zoning ordinance when you have an unnecessary hardship that can’t be a financial hardship. In this case because they have existing buildings and they were there long before hand; if we don’t allow them to subdivide the property they won’t be able to sell the property off. Alternatively, they will have to look at picking up the buildings and moving them over. It is up to this board to see if this is an unnecessary hardship and you should grant them a variance under the zoning ordinance if you believe so.

The Board members noted that this was a long time existing business who brings in sales tax and contributes to the city through charity work.

Board Member Pennington motioned to grant a variance request for a commercial building set back variance to Section 71-20 – Schedule of district regulations requiring a Minimum Rear Yard setback of 10-feet and Side Yard setback of 5-feet for properties zoned Light Industrial (L-1) for Lot 14R of Block



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59 of Division "K" Cook and Stewart Subdivision. Seconded by Board Member Augustus. **MOTION PASSED UNANIMOUSLY.**

(8) REQUESTS AND ANNOUNCEMENTS

David Pennington said he would like the Board to have a shirts to wear with Board of Adjustments on them. It was decided to have a line item on the next agenda meeting. The catalog should be provided.

Derra Purnell, Interim City Attorney noted with the last legislative update it did effect all municipal Board of Adjustments somewhat in that the dead line for appeals is set at 20-days and who has standing to challenge an appeal or decision of the Boards.

The Board noted that Bayou Fest was approaching. It was noted that tickets will be provided for the Board Members.

(9) ADJOURNMENT

Board Member Harper motioned to adjourn the meeting and second by Board Member Augustus. The Board meeting adjourned at 2:22 P.M.

Lillian Petty, Chairperson
Board of Adjustments



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**LA MARQUE BOARD OF ADJUSTMENTS
PUBLIC HEARING AND REGULAR MEETING
AGENDA MINUTES
AUGUST 13, 2019**

(1) CALL TO ORDER

The meeting was called to order at 2:01 p.m.

(2) ROLL CALL

PRESENT:

Chairperson Lillian Petty
Board Member Herman Harper
Board Member Lois Jones -- Absent
Board Member Harold Augustus
Board Member David Pennington
Alternate Board Member Helen Kee

STAFF PRESENT:

Ellis Ortego, City Attorney
Sussie Sutton, Development Coordinator

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

Board Member Petty led the prayer and Pledge of Allegiance.

(4) APPROVAL OF MINUTES

- a.** Public Hearing & Regular Meeting Minutes of June 11, 2019
Board Member Augustus motioned to approve the minutes of June 11, 2019.
Second by Board Member Harper. **MOTION PASSED UNANIMOUSLY.**

(5) CITIZENS PARTICIPATION

There was no citizen's participation.

The Chair closed the Regular Meeting and opened the Public Hearing at 2:04 p.m.

(6) PUBLIC HEARING

- a.** Conduct Public Hearing to hear public input regarding a variance to the Code of Ordinance – Zoning Section 71-13 C-1 General Commercial, (c) (5) allowing the operation of a group home on Lot 17, of Erickson Subdivision, Part of Lots 25 and 26, in Division H of the Cook and Stewart Subdivision out of the John D. Moore League, A subdivision in Galveston County, Texas,



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according to the map or plat thereof recorded in Volume 254A, Page 68 of the Map of Records of Galveston County. (2231 Eriksson)

No one spoke to this item.

The Chair closed the Public Hearing and opened the Regular Meeting at 2:07 p.m.

(7)

- a. **Discussion/possible action** regarding request regarding a variance to the Code of Ordinance – Zoning Section 71-13 C-1 General Commercial, (c) (5) allowing the operation of a group home on Lot 17, of Erickson Subdivision, Part of Lots 25 and 26, in Division H of the Cook and Stewart Subdivision out of the John D. Moore League, A subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254A, Page 68 of the Map of Records of Galveston County. (2231 Eriksson)

Mr. Kevin Jones, 1726 Dowling Street, La Marque, TX and **Mr. Robert Penrice**, were sworn in by the City of La Marque's attorney.

Mr. Penrice addressed the board and noted the type of people living at this facility and that they receive medical care, daily care.

The city attorney inquired of Mr. Penrice if Mr. Jones had applied for any kind of State license for any type of group homes. Mr. Penrice noted that his client was in the process of obtaining a license but has not yet acquired one.

Board member Petty wanted to know how many bed rooms did this home had. Mr. Jones noted that the home had four bedrooms.

Board member Petty wanted to know who the 24-hour care person was. Mr. Jones said that his sister is a licensed living care person and she lives there. Mr. Jones indicated that she had a CAN license.

Board member Pennington wanted to know if he was planning to take on any Alzheimer patients. Mr. Jones indicated that he was not interested in taking those type of patients at this time.

Board member Augustus noted that he traveled the street and noticed that there was no 2231 street address on any houses and wanted to know which home on the street it was. Mr. Jones said it was the red brick house on the corner of Main and Eriksson.



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Board member Pennington wanted to know what the status of the license was. Mr. Jones said he waiting for William Reed to do his Fire Inspection and that report will be sent to the state to complete his application.

Board member Harper wanted to see the pamphlet that will be produced by the applicant prior to that pamphlet is published.

Board member Petty requested of the applicant how much time he would need to complete his inspections and obtained a license to operate. It was decided by the applicant that 60 to 90 days would be enough time to complete the requirements.

Kathleen Van Stavern of Code Compliance suggested that the board request that the applicant provide certificate of liability insurance and all the insurance he has on that structure to the city.

Member Pennington would like to see a draft copy of the brochure that he is planning to publish at a later date.

Kathleen Van Stavern of Code Compliance said she could set up a meeting with Mr. Jones and Captain Reed and herself to go over all the documentation to move forward.

Board member Petty stated she would entertain a motion to this variance request.

Board Member Pennington motioned to table the request regarding a variance to the Code of Ordinance – Zoning Section 71-13 C-1 General Commercial, (c) (5) allowing the operation of a group home on Lot 17, of Erickson Subdivision for a period of up to 90 days or the next scheduled Board meeting coinciding with this date to allow the applicant time to obtain his license. Second by Board Member Kee. **MOTION PASSED UNANIMOUSLY.**

(8) REQUESTS AND ANNOUNCEMENTS

Chairperson Petty spoke to the Market on 3 and she wanted to remind everyone to support that business endeavor.

(9) ADJOURNMENT

Board Member Augustus motioned to adjourn the meeting, second by Board Member Jones. **MOTION PASSED UNANIMOUSLY.** The Board meeting adjourned at 2:35 P.M.



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La Marque, Texas 77568
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Lillian Petty, Chairperson
Board of Adjustments



City of La Marque Board of Adjustments

Discussion Date: June 9, 2020

Approval Date:

Submitted By: Sussie Sutton

SUBJECT:

Consideration and possible action regarding request for a variance to the City Code of Zoning Ordinance Section 71-20 Schedule of District Regulations minimum side-building setback of 5-feet and front-building setback of 20-feet setback for residential homes located in an R-1 Single Family Residential area and allowing the conversion of a nonconforming commercial building use to a residential use of said building; to be allowed to permit and renovate the building located at **2402 Jackson, La Marque**.

DISCUSSION:

In early May 2020, staff received an application to renovate the existing commercial building and convert it to a single family residential home. Upon review of the documentation it was found that the building did not meet the building set back requirements and the city codes to renovate and convert from a commercial to a family residential home.

On May 15, 2020 staff received an application for variance to the building setbacks and to convert the commercial building to a single family residential home.

This is a financial hardship to the owner as this building would have to be demolished to construct a residential home at this location in the event that this request is denied. The building is in good condition and could be renovated into a residence.

RECOMMENDATION: The staff recommendation is to allow the approval of this request.

ATTACHMENTS:

- | | |
|------------------------------|---------------------------------------|
| 1. Newspaper Public Notice | 2. Property Owner Notification Letter |
| 3. Property Owners 200-feet | 4. GCAD Aerial Location Map |
| 5. Site Plan | 5. Survey |
| 6. Property Tax Certificates | 7. Application |



City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9252

**CITY OF LA MARQUE
BOARD OF ADJUSTMENTS
PROPERTY OWNER PUBLIC HEARING NOTICE**

May 29, 2020

Dear Property Owner:

This PUBLIC NOTICE is in accordance with Section 26, AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance regarding:

A request for a variance to the City Code of Zoning Ordinance Section 71-20 Schedule of District Regulations minimum side-building setback of 5-feet and front-building setback of 20-feet setback for residential homes located in an R-1 Single Family Residential area and allowing the conversion of a nonconforming commercial building use to a residential use of said building; to be allowed to permit and renovate the building located at 2402 Jackson, La Marque.

This is your OFFICIAL NOTICE that the Board of Adjustments will conduct a PUBLIC HEARING, on **Tuesday, June 9, 2020, at 2:00 PM**, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above appeal request.

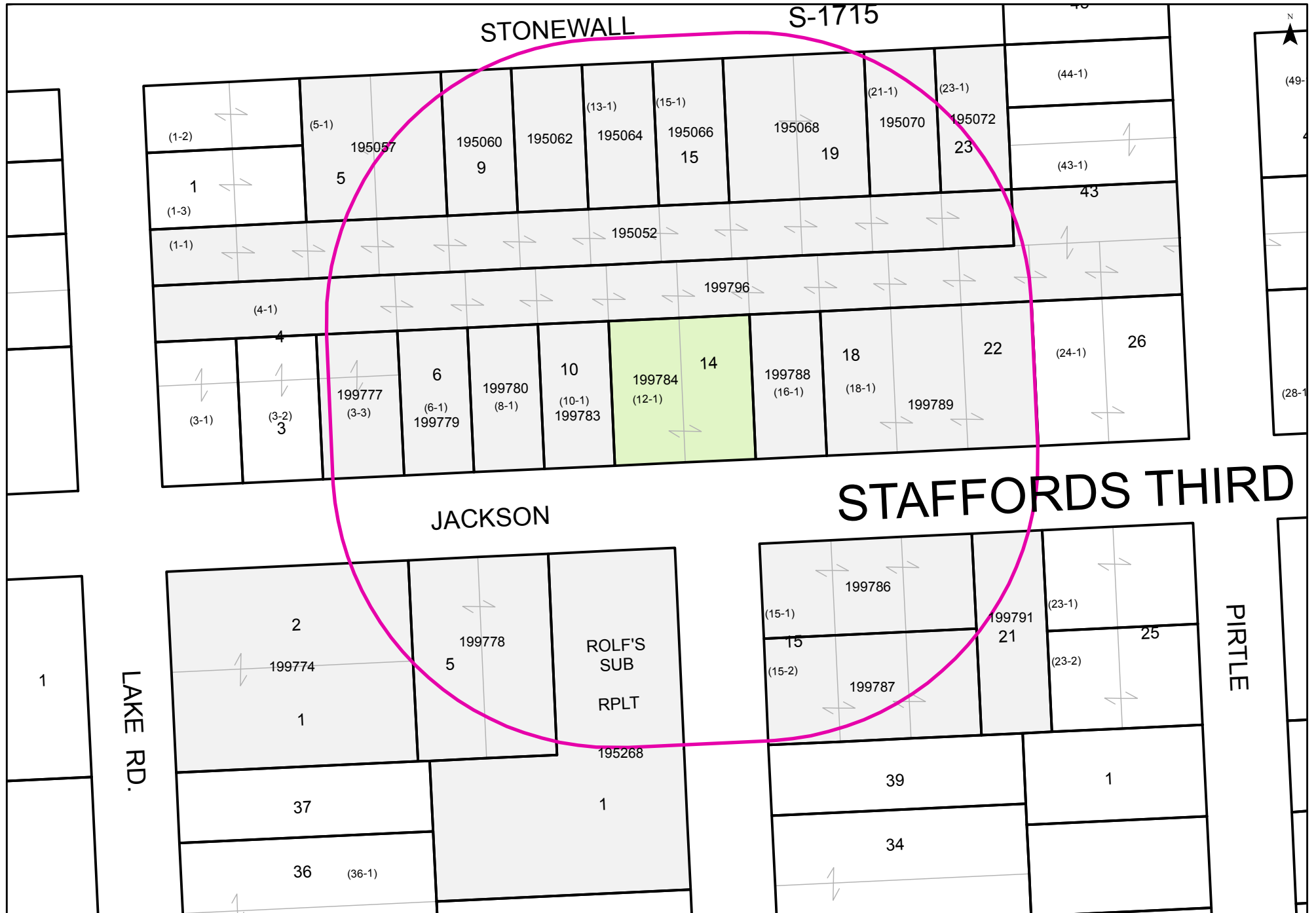
Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call or write to the City of La Marque Development Services Department at the following:

City of La Marque
Development Services Department
1130 1st.
La Marque, TX 77568
409-938-9252

Respectfully,

Sussie Sutton
Development Services

Galveston Central Appraisal District



Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
131925	CONFIDENT GROUP INVESTORS LLC	<null>	1619 CRESCENT OAK DR	<null>	MISSOUR CITY	TX	77459
131926	BROWN ELLA	<null>	7002 TEXAS AVE	<null>	TEXAS CITY	TX	77591-3801
131984	CHATARPAL MOHANLALL	<null>	3965 LAKE STAR DR	<null>	LEAGUE CITY	TX	77573
131985	PEREZ ZULEMA	<null>	412 S TEXAS ST	<null>	TEXAS CITY	TX	77591-3846
131986	REYNA JESUS	<null>	5006 BLUE WATER LN	<null>	DICKINSON	TX	77539-5022
131987	BROOKS NED ELLIS JR	<null>	PO BOX 261	<null>	MARKHAM	TX	77456-0261
131988	SHARP SHANNON	<null>	4301 ELM	<null>	SANTA FE	TX	77517
132851	A & A MACHINE & FABRICATION LLC	<null>	PO BOX 219	<null>	LA MARQUE	TX	77568-0219
132854	A & A MACHINE & FABRICATION LLC	<null>	PO BOX 219	<null>	LA MARQUE	TX	77568-0219
132856	GOLDEN TRIANGLE LLC	<null>	5503 LOCKWOOD BEND LN	<null>	SUGAR LAND	TX	77479
132861	A & A MACHINE INC	<null>	PO BOX 219	<null>	LA MARQUE	TX	77568
132862	WOOD GEORGE	<null>	29 ELLIS RD	<null>	LEAGUE CITY	TX	77573-1719
132863	EKE INVESTMENTS LLC	<null>	100 WESTWARD AVE	<null>	LA MARQUE	TX	77568
195754	SELF STORAGE PORTFOLIO 1 DST	<null>	ATTN: JOSEPH BINDER	PO BOX 3666	OAK BROOK	IL	60522-3666

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CITY OF LA MARQUE
 "Gateway to the Gulf"
 1130 1st St. La Marque, TX 77568
 409-938-9225 S.Sutton@CityOfLaMarque.Org

**Department of Development Services
 Board Of Adjustments Application**

All property owners within 200 feet will be notified by mail. There is a 20 day appeal period after the public hearing during which no construction can be done. This application and all documentation (partial applications will not be accepted) must be returned to city hall at least 20 days prior to the hearing date.

(Warning: Filing of application stops all affected construction)

Board of Adjustments Application Request Detailed Description: 2402 Jackson St.

- Change of Commercial Property to Residential - Variance to Section 71-20
Schedule of district regulation requiring Side yard setBack of 5-feet and front
yard setBack of 20-feet.

Date of Application: 5/12/2020

Fee Received: _____

Name of Agent: SYED TAHIR

Phone #: 832-433-2530

Address: 2402 Jackson St. La Marque TX 77568

Name of Owner: SYED TAHIR

Phone #: 832-433-2530

Address: 16907 Creek Mountain Dr, Houston TX 77084

Property Description: see Survey

Property Address: 2402 Jackson St, La Marque TX 77568

Plot of Area Attached: LOT 1A

Metes and Bounds Attached: _____

Present Zoning Designation: _____

APPLICATION CHECKLIST

- ☒ **SITE PLAN** (To scale) with existing improvements, developments, and property lines [8-1/2X11] if larger than 8-1/2X11, please fold to appropriate size)
- ☒ **SURVEY** (To scale) (2 Copies)
- ☐ **ORIGINAL CERTIFIED TAX RECEIPTS**
- ☐ **TITLE REPORT** (If land was purchased within the last 60 days)
and / or
- ☐ **PLANNING LETTER**

Submitted to Board of Adjustments: _____

Certified Letter Notice Sent to All Property Owners Within 200 Feet. _____

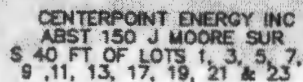
APPROVED : _____ **DENIED:** _____ **OTHER:** _____

Comments: _____

I hereby certify that I have read and examined this application and know the same to be true and correct.

APPLICANT SIGNATURE: _____

DATE: 5/12/2020



CENTERPOINT ENERGY INC
ABST 150 J MOORE SUR
ABST 150 J MOORE SUR
PT OF LOTS 4,6,8,10,12,14,16,18,
20,22,24,26,28,30,32,34,36,38,40
42,43,49,51,53,55,57,59,61 & 63

SAVE & EXCEPT
VOL. 893, PG. 299

CENTERPOINT ENERGY INC
ABST 150 J MOORE SUR
ABST 150 J MOORE SUR
T OF LOTS 4,6,8,10,12,14,16,18,
2,22,24,26,28,30,32,34,36,38,40,
2,43,49,51,53,55,57,59,61 & 63

6101 INVESTMENTS LLC
ABST 150 J MOORE SUR
PART OF LOT 10 (10-1)
C.F. 2015012918

BLUITT BARTHOLOMEW
ABST 150 J MOORE SUR
PART OF LOT 16 (16-1)
C.F. 2013079325

2400 JACKSON STREET
(60' R.O.W.)

FORNELL & ANDERSSON 27

Data

Date: _____

10

- [illegible]

LEGAL DESCRIPTION

LAST PARAGRAPH OF MEMORANDUM WOULD ADVISE OF LA MARRA, IN SULLY COUNTY, TEXAS, ACCORDING TO THE TWO THINGS MENTIONED IN PARAGRAPH TWO, PAGE 41, AND WOULD BE TO PLAY RECORDS A 144 AND 145, IN THE OFFICE OF THE COUNTY CLERK OF SULLY COUNTY, TEXAS, HAVE AND EXHIBIT THE ABOVE FIRST TWO SETS OF SAID LAI COMING TO MONTANA DURING A PERIOD OR ABOUT OF BEEN RETURNED IN MONTANA SET, PAGE TWO.

[illegible]

SYED TAHIR

ADDRESS

2400 JACKSON STREET



JOB # 2001118

DATE 1-13-2020

OF: 07-193823SP

PRO-SURV

P.O. BOX 1306, FREDERICK, MD 21705
PHONE: 201-894-1113 FAX: 201-894-0012
EMAIL: orders@prosource.net
T.R.P.E.S. FROM 81018300

ONLY BUREAU MAPS WITH THE BUREAU'S ORIGINAL
ENCLOSURE ARE BEING MADE AND CORRECT COPIES
OF THE ENCLOSURES WILL BE MADE AND RETURNED.

© 2020 PRO-SUPPLY - ALL RIGHTS RESERVED

I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GRADING OF THE PROPERTY LEGALLY DESCRIBED HEREON (ON ON ATTACHED SHEET), AND THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL SURVEYORS AND LAND SURVEYORS.

2019 TAX STATEMENT



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

TAHIR SYED
16907 CREEK MOUNTAIN DR
HOUSTON, TX 77084

Legal Description:

ABST 150 J MOORE SUR S PT OF LOTS 12 &
14 (12-1) STAFFORDS 3RD ADDN

Account No: 199784

Appr. Dist. No.: 671200000012001

Legal Acres: .2354

Parcel Address: 2400 JACKSON

As of Date: 05/12/2020

Print Date: 05/12/2020

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$4,620	\$71,670	\$76,290	\$76,290	\$0	\$0	\$0	\$76,290
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
GALVESTON CO		\$76,290		\$0.00	\$76,290	0.5043960	\$384.80
ROAD & FLOOD		\$76,290		\$0.00	\$76,290	0.0117410	\$8.96
CITY OF LA MARQUE		\$76,290		\$0.00	\$76,290	0.5507640	\$420.18
\$121.34							
DRAIN DIST #2		\$76,290		\$0.00	\$76,290	0.0552310	\$42.14
COLL OF THE MAINLAND		\$76,290		\$0.00	\$76,290	0.2042540	\$155.83

Total Tax: \$1,011.91
Total Tax Paid to date: \$1,011.91
Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

06/01/2020 9%	06/30/2020 11%	07/31/2020 16%	08/31/2020 17%	09/30/2020 18%	11/02/2020 19%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

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

4.1.69

Print Date: 05/12/2020

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Galveston County Tax Office
722 Moody
Galveston, Texas 77550
409-766-2481, 1-877-766-2284



199784
TAHIR SYED
16907 CREEK MOUNTAIN DR
HOUSTON, TX 77084

AMOUNT PAID:

\$ _____

0000000199784 0000000000 0000000000 0000000000 0000000000 0

HOMELAND TITLE COMPANY

Title Evidence

(THIS IS NOT TITLE INSURANCE COVERAGE)

This certificate is intended solely for the use and benefit of:

Syed Tahir

Vesting:

Syed Tahir

Homeland Title Company has made a search of the records of the County Clerk of Galveston County, Texas, as to the following described property:

Tract One:

Lot Twelve (12) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas. Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

Tract Two:

Lot Fourteen (14) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas. Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

The following public records were found to be currently in effect, to the land herein described:

Special Warranty Deed with Vendor's Lien recorded under Galveston County Clerk's File Number 2020006687.

Deed of Trust and Security Agreement recorded under Galveston County Clerk's File Number 2020006688.

Same having been assigned to IBS Capital, LLC by instrument recorded under Galveston County Clerk's File Number 2020009534.

Same having been re-assigned to Investar Bank by instrument recorded under Galveston County Clerk's File Number 2020010694.

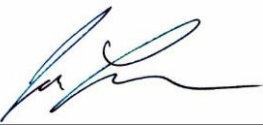
Assignment of Rents and Leases recorded under Galveston County Clerk's File Number 2020006689.

The records were checked from January 31, 2020 to May 28, 2020.

This report is issued with the express understanding, evidenced by the acceptance of same, that Homeland Title Company does not undertake herein to give or express any opinion as to the validity of the title to the property above described, nor as to the validity of any of the instruments reported on herein, including the purported deed(s) establishing the record owner(s) in but is simply reporting briefly herein as to certain instruments found of record pertaining to subject property. It is expressly understood and agreed that this report is neither a guaranty nor warranty of title.

By acceptance of this report, it is understood and agreed that the liability of Homeland Title Company is expressly limited to the consideration paid for same. Our search has been limited to the above matters and the above time period; and we have not searched for, nor have reflected herein, any other instruments which may affect title to the subject property. **If title insurance coverage, which is not provided by this report, is needed, said coverage is available through the applicable promulgated Mortgagee Insurance Title Policy and at a specified rate premium.**

Homeland Title Company

BY 

Joshua Larson

ASSIGNMENT AND TRANSFER OF LIEN

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

That **212 Loans, LLC**, a Texas limited liability company, acting herein by and through its duly authorized officer(s), hereinafter called transferor, of the County of Galveston, AND OTHER GOOD AND VALUABLE CONSIDERATION, to it hand paid by **ISB Capital, LLC**, its successors and assigns, hereinafter called transferee, the receipt of which is hereby acknowledged, has this day Sold, Conveyed, Transferred and Assigned and by these presents does Sell, Convey, Transfer and Assign unto the said transferee the hereinafter described indebtedness.

AND transferor further Grants, Sells and Conveys unto the transferee all the rights, title, interest and liens owned or held by transferor in the hereinafter described land by virtue of said indebtedness herein conveyed and assigned.

TO HAVE AND TO HOLD unto said transferee, transferee's heirs and assigns the following described indebtedness together with all and singular the following mentioned lien and any and all liens, rights, equities, remedies, privileges, titles an interest in and to said land, which transferor has by virtue of being legal holder and owner of said indebtedness.

SAID INDEBTEDNESS, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:

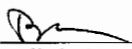
One certain Promissory Note executed by **SYED TAHIR** and payable to the order of **212 Loans, LLC**, in the sum of **\$105,000.00**, dated **JANUARY 31, 2020** and bearing interest and due and payable in monthly installments as therein provided.

Said Note being secured by Deed of Trust of even date therewith executed by **SYED TAHIR to JEFFERY W. LAIRD OR STEVE LEVA OR SANDY DASIGENIS OR LILLIAN POELKER OR JEFF LEVA OR PATRICIA POSTON**, Trustee(s) duly recorded in the Real Property Records of **GALVESTON** County, Texas, and secured by the liens therein expressed, on the following described real property of **GALVESTON** County, Texas to wit:

See Attached Exhibit A

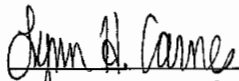
EXECUTED without recourse on the undersigned, to be effective on **January 31, 2020**.

212 Loans, LLC

By: 
Belinda O'Daniel, Portfolio Manager

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on **January 31, 2020**, by Belinda O'Daniel, Portfolio Manager of 212 Loans, LLC on behalf of said company.


Notary Public, State of Texas

After recording return to: 212 Loans, LLC
308 W. Parkwood, Ste 108-A
Friendswood, Texas 77546

LOAN# B20H-008 BOX# PROPERTY ADDRESS: 2400 Jackson

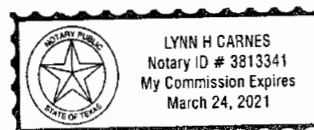


EXHIBIT "A" LEGAL DESCRIPTION

Tract One:

Lot Twelve (12) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas.

Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

Tract Two:

Lot Fourteen (14) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas.

Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

FILED AND RECORDED

Instrument Number: 2020009534

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 02/18/2020 1:39PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

ASSIGNMENT OF RENTS AND LEASES

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

LENDER: 212 LOANS, LLC
BORROWER: SYED TAHIR
PROPERTY: 2400 JACKSON STREET, LA MARQUE, TX 77568
DATE: JANUARY 31, 2020

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

THAT THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter referred to as this ("Assignment") by and between SYED TAHIR, having a mailing address, 16907 CREEK MOUNTAIN DR., HOUSTON, TX 77084 (hereinafter called "Borrower"), and 212 LOANS, LLC, having a mailing address of 308 W. PARKWOOD AVE., STE 108A, FRIENDSWOOD, TX 77546, (hereinafter called "Lender").

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower, hereinafter set forth, Borrower does hereby grant, transfer and assign to Lender and the successors and assigns of Lender all of the right, title and interest of Borrower in, to and under any lease agreements, relating to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (the "Property"),

including any and all extensions, renewals and modifications thereof and guarantees of the payment, performance or obligations of any "Tenant" thereunder now or hereafter entered into, together with any other leases on the Property now or hereafter entered into (hereinafter referred to as the "Leases"), TOGETHER WITH all of the interest of Borrower in and to all rents, issues, payments and profits from the Leases, any guaranty thereof and from the Property.

This Assignment is made for the purpose of securing the following described indebtedness (hereinafter sometimes referred to collectively as the "Indebtedness");

- (a) the debt evidenced by that certain Promissory Note (hereinafter referred to as the "Note" and to which Note reference is hereby made for all purposes) dated of even date herewith, executed by Borrower, payable to the order of Lender and in the original principal amount of 105,000.00, with the final payment being due as provided in the Note, together with any and all renewals and/or extensions of the indebtedness evidenced by the Note (the Note and any other document executed in connection therewith being hereinafter sometimes collectively referred to as the "Loan Documents");

- (b) any and all advances made by Lender in accordance with the Loan Documents to protect or preserve the security created by this Assignment, or to protect or preserve the Property or for taxes or insurance premiums against the Property; and
- (c) the performance and discharge of each obligation, covenant and agreement of Borrower contained herein or in the Loan Documents.

Borrower and Lender agree that (i) an extension or extensions may be made at the time of payment of all or any part of the indebtedness evidenced by the Note or of any other indebtedness secured by this Assignment; (ii) the terms of the Note and this Assignment may be modified; and (iii) additional security may be given by Borrower, all without altering or affecting the security created by this Assignment in favor of any junior encumbrancer, grantee, purchaser or other person, or any person acquiring or holding an interest in the Lease of the Property or any portion thereof and without altering or releasing the obligation of Borrower or any guarantors under the Note or this Assignment.

Should the indebtedness secured by this Assignment be paid in full, then this Assignment shall be cancelled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or derogation of any other covenants contained in any other instruments concerning the indebtedness secured hereby:

WARRANTIES OF BORROWER

Borrower hereby warrants unto Lender that as of the date hereof:

Borrower has made no assignment other than this Assignment of any of the rights of Borrower under the Lease;

Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Agreement;

Borrower has not accepted payment of rental under the Lease for more than one (1) month in advance of the due date thereof;

So far as is known to Borrower, there is no default by any "Tenant" under the terms of the Lease;

Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment of Lease; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Lease; or (iii) the meeting of each and every condition contained in this Assignment;

No action has been brought or, so far as is known to Borrower, is threatened, which in anywise would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Lease; and

To the best of Borrower's knowledge, the Lease is in full force and effect and has not been modified or amended unless as expressly set forth herein.

COVENANTS OF BORROWER

Borrower hereby covenants with Lender that:

Borrower will (i) fulfill, perform and observe each and every material condition and covenant of Borrower contained in the Lease; (ii) give prompt notice to Lender of any claim of default under the Lease either given by the "Tenant" under the Lease to Borrower or given by Borrower to the "Tenant" under the Lease, together with a complete copy of any such claim; (iii) at no cost or expense to Lender, enforce, short of termination, the performance and observance of each and every covenant and condition of the Lease to be performed or observed by the "Tenant" thereunder; and (iv) appear in and defend any action growing out of, or in any matter connected with, the Lease or the obligations or liabilities of Borrower as the "Landlord" thereunder or of the "Tenant" or any guarantor thereunder;

Unless otherwise required by law, Borrower will not, without the prior written consent of Lender (which consent shall not be unreasonably withheld), either (i) modify any material term of the Lease or any guaranty thereof; (ii) terminate the term or accept the surrender of the Lease or any guaranty thereof; (iii) waive, or release the "Tenant" from, the performance or observance by the "Tenant" of any material obligation or condition of the Lease; (iv) permit the prepayment of any rents under the Lease for more than one (1) month prior to the accrual thereof; or (v) give any consent to any assignment or sublease by the "Tenant" under the Lease except for concessionaire leases by tenant or Borrower as landlord;

Borrower shall take no action which shall cause or permit the estate of the "Tenant" under the Lease to merge with the reversionary interest of Borrower in the Property or any portion thereof; and

Lender shall not be obligated to perform or discharge any obligation of Borrower under the Lease, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under any Lease or under or by reason of this Assignment, and from all claims and demands whatsoever which may be asserted against Lender by reason of an act of Lender under this Assignment.

COVENANTS OF LENDER

By acceptance of delivery of this Assignment, Lender covenants with Borrower that so long as there shall exist no Event of Default, as defined, in Paragraph 2.01 hereinbelow, on the part of Borrower, Borrower shall have the right to collect, but not more than one (1) month prior to accrual, all rents, issues and profits from the Property (including, but not by way of limitation, all rent payments under any of the Lease) and to retain, use and enjoy the same.

EVENT OF DEFAULT

The term "Event of Default", wherever used in this Assignment, shall mean an Event of Default as defined in the Loan Documents dated on or about the date hereof executed between Lender and Borrower.

REMEDIES

Upon the occurrence and during the continuance of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note and not in substitution therefor or in derogation thereof, and without any notice to Borrower, Lender may (i) proceed to enter upon, take possession of and operate the Property, including the collection of rent without becoming a mortgagee in possession; (ii) proceed to perform any and all obligations of Borrower under the Lease and exercise any and all rights of Borrower therein contained as fully as Borrower itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iii) notify Tenant to make payments of rent to Lender; (iv) make, enforce, modify and accept the surrender of the Lease or evict the "Tenant" under the Lease; (v) fix or modify rent; (vi) apply for

appointment of a receiver of the rents and profits of the premises without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the property or the solvency of any party liable for the indebtedness; and (vii) do all of the acts which Lender may deem necessary or proper to protect the security created by this Assignment. If an Event of Default shall have occurred and be continuing, Borrower does hereby specifically authorize Lender, in the name of Borrower or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Property, including those past due and unpaid, and apply such as required or permitted by the Note or applicable law. Entry upon and taking possession of the Property and the application thereof, as aforesaid, shall not operate to waive any default or prohibit the taking of any action by Lender under the Note, this Assignment or other related loan documents or at law or in equity to enforce payment of the indebtedness secured hereby or to realize on any other security. This Assignment is in all events subject to Chapter 64 of the Texas Property Code, the Texas Assignment of Rents Act.

SUCCESSORS AND ASSIGNS

This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in the Assignment to Borrower or Lender such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

TERMINOLOGY

All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Assignment itself.

SEVERABILITY

If any provision of this Assignment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

APPLICABLE LAW

This Assignment shall be interpreted, construed and enforced according to the laws of the state of Texas.

REASSIGNMENT

Lender shall have the right to reassign its interests hereunder without consent of Borrower.

IN WITNESS WHEREOF, Borrower has executed this Assignment under seal, to be effective
JANUARY 31, 2020.

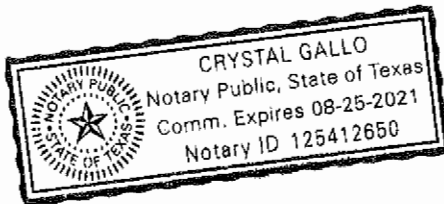


SYED TAHIR

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on January 31, 2020, by
SYED TAHR.

Crystal Gallo
Notary Public



Assignee's Mailing Address and Return Address:
212 LOANS, LLC

308 W. PARKWOOD AVE., STE 108A
FRIENDSWOOD, TX 77546

Prepared by:
The Laird Law Firm, P.C.
1512 Heights Blvd.
Houston, Texas 77008

EXHIBIT "A"

Tract One:

Lot Twelve (12) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas. Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

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FILED AND RECORDED

Instrument Number: 2020006689

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 02/03/2020 4:31PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

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

COLLATERAL TRANSFER OF NOTE AND LIEN

(Security Agreement)

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

THAT, ISB CAPITAL, LLC, a Texas limited liability company ("Debtor", whether one or more), for a valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, hereby TRANSFERS, ASSIGNS AND CONVEYS unto INVESTAR BANK, National Association, ("Secured Party", whether one or more), that one certain promissory note in the original principal sum of **\$105,000.00**, dated **JANUARY 31, 2020**, executed by **SYED TAHIR** and payable to the order of Debtor, herein called "Collateral" and in which Debtor grants to Secured Party a Security Interest, the Deed of Trust Lien (herein so called) and all rights, titles, equities and interests securing the same as described in that certain Deed of Trust dated **January 31, 2020** recorded under Clerk's File No. 2020006688 in the Official Public Records of Real Property of **GALVESTON** County, Texas, providing for a lien on the following described property, to-wit:

See Attached Exhibit A

This collateral transfer is made to secure the payment of any and all indebtedness, obligations, and liabilities (collectively, the "Obligations") of the Debtor to the Secured Party (whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred), arising out of or related to the Credit and Security Agreement dated July 24, 2014, modified September 25, 2016, by and between the Debtor and Secured Party, and any renewals, extensions, enlargements, reinstatements or rearrangements thereof. Upon full payment of the Obligations this transfer shall be null and void and the Collateral, together with the Deed of Trust Lien securing the same, shall, at the expense of Debtor, be re-transferred, without warranty or recourse, to Debtor by Secured Party.

In the event of default in the payment of any installment, principal or interest, of the Obligations in accordance with the terms thereof, Secured Party may elect, Debtor hereby expressly waiving demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, to declare the entire indebtedness hereby secured immediately due and payable and Secured Party shall have the right to sell the Collateral at Public Sale to the highest bidder for cash at the Courthouse door of the County of Secured Party's address set forth below, after having given notice of the time, place and terms of such Public Sale by posting

a written or printed notice of said sale at the Courthouse door of said County at least ten (10) days before the day of sale and after sending reasonable notice to Debtor and to such other person or persons legally entitled thereto under the Uniform Commercial Code of Texas, of the time and place of the Public Sale, and Secured Party shall transfer to the Purchaser (herein so called) at such sale said Collateral, and the Deed of Trust Lien and all liens, rights, titles, equities and interests in and to the above-described property securing the payment thereof, and the recitals in such transfer shall be prima facie evidence of the truth of the matters therein stated and all prerequisites to such sale required hereunder and under the laws of the State of Texas shall be presumed to have been performed. The proceeds of the sale shall be applied, first to the reasonable expenses of the sale and then toward the payment of the principal, interest and attorney's fees due and unpaid upon the Obligations, rendering the balance, if any, and surplus, if any, to the person or persons legally entitled thereto under the Uniform Commercial Code of Texas, but if there be any deficiency, Debtor shall remain liable therefor. Secured Party shall have the right to purchase at such Public Sale, being the highest bidder therefor.

On transfer of the Deed of Trust Lien to Purchaser as above-provided, which transfer shall be absolute, Purchaser shall assume and be entitled to all rights, title, interest, duties and obligations of the Beneficiary under the terms of the Deed of Trust, and in the event of default thereon, Purchaser as Beneficiary, may proceed with any remedy as provided in said Deed of Trust.

Secured Party, in addition to the rights and remedies provided for in the preceding paragraphs, shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas and Secured Party shall be entitled to all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the foreclosure of the Security Interest created hereby and the resort to any remedy provided hereunder or provided by the Uniform Commercial Code of Texas, or by any other law of the State of Texas, shall not prevent the concurrent employment of any other appropriate remedy or remedies.

The requirement of reasonable notice to Debtor of the time and place of any Public Sale of the Collateral, or of the time after which any Private Sale or any other intended disposition thereof is to be made, shall be met if such notice is mailed, postage prepaid, to Debtor at the address of Debtor, at least five (5) days before the date of any Public Sale or at least five (5) days before the time after which any Private Sale or other disposition is to be made.

Secured Party may remedy any default, without waiving same, or may waive any default without waiving any prior or subsequent default.

The Security Interest herein created shall not be affected by or affect any other security taken for the indebtedness hereby secured, or any part thereof, and any extensions may be made of the indebtedness without affecting the priority of this Security Interest or the validity thereof with reference to any third party, and the holder of said indebtedness shall not be limited by any election of remedies if it chooses to foreclose this Security Interest by suit. The right to sell under the terms hereof shall also exist cumulative with said suit and one method shall not bar the other, but both may be exercised at the same or different times, nor shall one be a defense to the other.

Debtor authorizes Secured Party, at Secured Party's option, to collect and receipt for any and all sums becoming due upon the Collateral, such sums to be held by Secured Party without liability

for interest thereon and applied toward the payment of the Obligations as and when the same becomes payable, and Secured Party shall have the full control of the Collateral and the Deed of Trust Lien securing the same until the Obligations are fully paid and shall have the further right to release the Deed of Trust Lien securing the Collateral upon the full and final payment thereof to Secured Party, but Secured Party is under no obligation to make or enforce the collection of the Collateral and the failure of Secured Party from any cause to make or enforce the collection thereof shall not in any way prejudice the right of Secured Party to thereafter make or enforce collection thereof or in any way affect the indebtedness to Secured Party hereby secured. In the event Secured Party exercises its option to collect and receipt for sums becoming due on the Collateral, and the Collateral then is in default, Secured Party as Beneficiary of the Deed of Trust Lien, pursuant to this agreement, may proceed with any right or remedy as provided in said Deed of Trust including requesting the Trustee named therein or Trustee's Successor or Substitute to sell the property described therein (and described above) as provided by said Deed of Trust and Section 51.002 of the Texas Property Code, as then amended and otherwise complying with applicable law. Proceeds from such sale, after deducting reasonable expenses of sale shall first be applied toward payment of the Obligations and any other obligation or debt then due Secured Party by Debtor and the remainder thereon, if any, shall be paid to Debtor. Debtor shall remain liable for any deficiencies due on the Obligations. The recitals in any Trustee's Deed conveying said property shall be presumed to be true including the authority and rights of Secured Party as Beneficiary therein. In the event Secured Party does not exercise its option as stated in this paragraph and Debtor continues to collect and receipt for any and all sums becoming due upon the Collateral, Debtor may release the Deed of Trust Lien upon the full and final payment thereon or, request Trustee or Trustee's Successor of the Deed of Trust to sell the property as provided therein.

It is agreed that this agreement also secures Secured Party in the payment of any and all indebtedness now owing or hereafter to become owing by Debtor to Secured Party; provided, however, that this agreement shall not secure any indebtedness of Debtor to Secured Party which under any circumstances is prohibited by the Texas Finance Code or any other law, and the parties hereby agree that Chapter 346 of the Texas Finance Code shall not apply to this transaction. If default is made in the payment of any other indebtedness secured hereby, or if Debtor breaches any of the covenants contained in any lien or security interest securing such indebtedness, the indebtedness evidenced by the Obligations, at the option of the holder thereof, shall at once become due and payable.

The pronouns used in this agreement are in the masculine gender but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this agreement include, shall bind and shall inure to the benefit of the respective heirs, executors or administrators, successors, representatives, receivers, trustee and assigns of such parties. If there be more than one Debtor, their obligations shall be joint and several.

The law governing this secured transaction shall be the Uniform Commercial Code as adopted in Texas and other applicable laws of the State of Texas. All terms used herein which are defined in the Uniform Commercial Code of Texas shall have the same meaning as in said Code.

EXECUTED this 31ST day of JANUARY, 2020.

Debtor's Address:

308 W Parkwood Ste 108-B
Friendswood, Texas 77546

DEBTOR:

ISB CAPITAL, LLC,
a Texas limited liability company

By: B

Name: BELINDA O'DANIEL

Title: PORTFOLIO MANAGER

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

This instrument was acknowledged before me on the 31ST day of JANUARY, 2020, by **BELINDA O'DANIEL, PORTFOLIO MANAGER** of **ISB CAPITAL, LLC**, a Texas limited liability company, on behalf of said limited liability company.

Lynn H. Carnes
Notary Public in and for the State of Texas

When Recorded, Return To:
INVESTAR BANK
P. O. Box 3057
Texas City, Texas 77592-3057
Attention: Debbie McGee

2400 Jackson

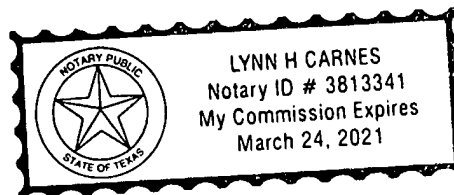


EXHIBIT A Legal Description

Tract One:

Lot Twelve (12) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas.

Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

Tract Two:

Lot Fourteen (14) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas.

Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

FILED AND RECORDED

Instrument Number: 2020010694

Recording Fee: 42.00

Number Of Pages:6

Filing and Recording Date: 02/24/2020 10:47AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

DEED OF TRUST AND SECURITY AGREEMENT

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

THIS DEED OF TRUST IS MADE on JANUARY 31, 2020, among the Grantor, SYED TAHIR, whose address is 16907 CREEK MOUNTAIN DR., HOUSTON, TX 77084, (herein "Borrower"), JEFFERY W. LAIRD OR STEVE LEVA OR SANDY DASIGENIS OR LILLIAN POELKER OR JEFF LEVA OR PATRICIA POSTON, (herein "Trustee"), and the Beneficiary, 212 LOANS, LLC, (herein "Lender").

DEFINITIONS:

"Deed of Trust" means this document, together with all Riders to this document.

"Note" means the promissory note of even date herewith signed by Borrower that is more particularly described under the heading "Transfer of Rights in the Property."

"Property" means the property that is described below under the heading "Transfer of Rights in the Property."

"Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Deed of Trust, plus interest.

"Riders" means all Riders to this Deed of Trust that are executed by the Borrower.

"Agreement" means any Construction Loan Agreement, Escrow Agreement and Repair Draw Agreement, as well as any other written agreement executed by Borrower in connection with the Note and this Deed of Trust.

"Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Community Association Dues, Fee and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowner's association or similar organization.

"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5 for: (a) damage to, or destruction of, the Property; (b) condemnation or other taking of all or any part of the Property; (c) conveyance in lieu of condemnation; or (d) misrepresentations of, or omissions as to, the value and/or condition of the Property.

"Periodic Payment" means the regularly scheduled amount due for (a) principal and interest under the Note, plus (b) any amounts under Section 2 of this Deed of Trust.

"Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Deed of Trust.

TRANSFER OF RIGHTS IN THE PROPERTY

In order to secure the payment, performance and observance of all indebtedness owed Beneficiary by Maker or any guarantor of such indebtedness and the obligations of Grantor hereinafter set forth, including but not limited to the Note described above ("Indebtedness"), Grantor has granted and conveyed, and does hereby mortgage, grant, warrant, assign, convey, pledge and set over unto the Trustee, **IN TRUST, WITH POWER OF SALE**, all of the following described land and interests in land, estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Property"):

- (a) All those certain tracts, or parcels of land more particularly described as SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, which has the address of 2400 JACKSON STREET, LA MARQUE, TX 77568 (herein "Property Address");
- (b) All buildings, and improvements of every nature whatsoever now or hereafter situated on the Land.
- (c) All construction materials, vaults, gas, electric and other utility fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators, plumbing and heating fixtures, draperies, carpeting and other floor coverings, fire extinguishers and any other safety equipment, washers, dryers, water heaters, water fountains, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, goods which are or are to become fixtures, machinery, equipment, inventory, supplies, appliances, and tangible personal property of every kind and nature whatsoever now or hereafter owned by Grantor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Property, and all attachments, additions, improvements, after-acquired property, renewals, proceeds and replacements of any of the foregoing and all the right, title and interest of Grantor in any of the foregoing property which is subject to or covered by any conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Grantor or on behalf of Grantor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Deed of Trust.
- (d) All now owned or hereafter acquired easements, rights-of-way, strips, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, and the reversions, remainders, rents, issues, profits, revenues, accounts, contract rights and general intangibles of or arising from the Property (including without limitation all payments under room occupancy agreements, all leases or tenancies, proceeds of insurance, prepaid insurance premiums, condemnation payments, tenant security deposits, escrow funds and payments from motel guests), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.
- (e) Any and all leases, subleases, rental agreements, occupancy agreements, licenses, concessions, entry fees, other agreements which grant a possessory interest in all or any part of the Property, together with all rents, issues, profits, revenues, proceeds, awards, accounts, security deposits and other benefits now or hereafter arising from the use and enjoyment of the Property or any part thereof.
- (f) All plans and specifications for development of or construction of improvements on the Property; all contracts and subcontracts relating to the construction of improvements on the Property; all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property; all proceeds payable or to be payable under each policy of insurance relating to the Property; and all products and proceeds of the foregoing.
- (g) All of Grantor's right, but not the obligations, in and to, (1) all wastewater discharge capacity attributable or allocable to all or any portion of the Land, (2) all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Property (including, without limitation, any form of reservation for utility capacity that may be granted by an governmental subdivision, (3) all proceeds (including premium refunds) of each policy of insurance relating to the Land or the Property, (4) all rights to reimbursement and other amount due from any municipal utility district, and (5) all other interests of every kind and character that Grantor now has or at any time hereafter acquires in and to the Land and/or Property and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interest of Grantor with respect to same.

TO HAVE AND TO HOLD the Property, with all privileges and appurtenances thereunto belonging, unto the Trustee, forever. Grantor covenants that Grantor is lawfully seized and possessed of the Property as aforesaid, and has all requisite right and authority to convey the same, that the same is unencumbered and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title thereto to the Trustee and the Beneficiary against the claims of all persons whomsoever.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note of even date herewith and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$105,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **MAY 1, 2020**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust and the performance of the covenants and agreements of Borrower herein contained; and the repayment of any other indebtedness owed by Borrower to Lender and the performance of all obligations owed to Lender by Borrower, whether or not the indebtedness or obligations arise out of or with respect to a Note or Deed of Trust executed by Borrower.

The maximum amount, including present as well as future advances evidenced by the Note, which Lender shall be obligated to advance, shall not exceed the face amount of the Note; provided however, the said maximum amount may be increased by such additional amounts as may be advanced by Lender pursuant to the Deed of Trust and all such additional amounts shall be deemed necessary expenditures for the protection of the security and to the extent allowed by applicable law.

To the extent of \$72,000.00 the indebtedness secured by this Deed of Trust represents funds advanced by Lender to be used in the payment of a portion of the purchase price of the above described Property and shall be additionally secured by a vendor's lien and superior title and it is expressly agreed that the lien of the Deed of Trust shall be cumulative of and without prejudice to such vendor's lien and superior title and that foreclosure hereunder will operate to foreclose such vendor's lien.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record, Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

If Borrower is an entity other than an individual, Borrower shall not amend its Articles of Organization or change its name or identity without Lender's prior written consent. For purposes hereof, the term "Articles of Organization" shall mean (i) Borrower's Articles of Incorporation and By-Laws if Borrower is a corporation; (ii) Borrower's Certificate of Formation and Operating Agreement if Borrower is a limited liability corporation; (iii) Borrower's Partnership Agreement or Joint Venture Agreement if Borrower is a General Partnership or Joint Venture; (iv) Borrower's Limited Partnership Agreement and Certificate of limited partnership if Borrower is a limited partnership, or (v) Borrower's Trust Agreement if Borrower is a trust.

SECURITY AGREEMENT AND FIXTURE FILING

Insofar as any of the Property and all other personal property either referred to or described in this Deed of Trust, or in any way connected with the use or enjoyment of the Property (hereinafter all collateral as defined herein shall be collectively referred to as "Collateral") this Deed of Trust, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Texas as it may be amended from time to time (the "UCC"), is hereby made and declared to be a security agreement, encumbering the Collateral and a fixture filing. Borrower does hereby grant to Beneficiary a continuing lien and security interest in and to all of said Collateral and all replacements, substitutions, additions and proceeds thereof and all after-acquired property relating thereto. A financing statement or statements may be filed. Borrower covenants and agrees that, prior to changing its name, identity or structure, it will so notify the Beneficiary and will promptly execute any financing statements or other instruments deemed necessary by Beneficiary to prevent any filed financing statement from becoming seriously misleading or losing its perfected status. The remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be as prescribed herein, or as prescribed by general law, or as prescribed by the specific statutory consequences now or hereafter enacted and specified in the UCC, all at Beneficiary's sole election. Borrower and Beneficiary agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed in anywise derogating from or impairing this declaration and hereby stated intention of Borrower and Beneficiary that everything used in connection with the production of income from

the Property, adapted for use therein, and/or which is described in the Deed of Trust, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements, serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to the proceeds of any insurance policy relating to the Property, or any award in eminent domain proceedings for a taking or for loss of value, or Borrower's interest as lessor in any present or future lease, sublease, or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease, sublease, or otherwise, shall never be construed as in anywise altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of Beneficiary in the event any court shall at any time hold with respect to the foregoing that notice of Beneficiary's priority of interest to be effective against a particular class of persons, must be filed in the UCC records. The information contained herein is provided in order that this Deed of Trust shall comply with the requirements of the UCC for instruments to be filed as financing statements. The "Debtor" is Borrower hereunder; the "Secured Party" is Beneficiary herein, the principal place of business of the "Debtor" is as set forth on Page 1 of this Deed of Trust, that mailing address of the "Debtor" and "Beneficiary" are as set forth on Page 1 of this Deed of Trust, the types or items of collateral are as described hereinabove, and the Grantor is the record owner of the Land.

CONSTRUCTION LOAN MORTGAGE.

(a) This deed of trust is a "construction mortgage" within the meaning of the Texas Business and Commerce Code. The liens and security interests created and granted by this deed of trust secure an obligation incurred for the construction of improvements on land.

(b) Borrower agrees to comply with the covenants and conditions of the construction loan agreement, if any, executed in connection with the Note and this deed of trust. All advances made by Lender under the construction loan agreement will be indebtedness of Borrower secured by the liens created by this deed of trust, and such advances are conditioned as provided in the construction loan agreement.

(c) All amounts disbursed by Lender before completion of the improvements to protect the security of this deed of trust up to the principal amount of the Note will be treated as disbursements under the construction loan agreement. All such amounts will bear interest from the date of disbursement at the rate stated in the Note, unless collections from Borrower of interest at that rate would be contrary to applicable law, in which event such amounts will bear interest at the rate stated in the Note for matured, unpaid amounts and will be payable on notice from Lender to Borrower requesting payment.

(d) From time to time as Lender deems necessary to protect Lender's interests, Borrower will, on request of Lender, execute and deliver to Lender, in such form as Lender directs, assignments of any and all rights or claims that relate to the construction of improvements on the Property.

(e) In case of breach by Borrower of the covenants and conditions of the construction loan agreement, Lender, at its option, with or without entry on the Property, may (a) invoke any of the rights or remedies provided in the construction loan agreement, (b) accelerate the amounts secured by this deed of trust (unpaid principal, earned unpaid interest and other accrued charges) and invoke the remedies provided in this deed of trust, or (c) do both.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note and late charges as provided in the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 2. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Deed of Trust is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled date, then Lender need not

pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Deed of Trust or performing the covenants and agreements secured by this Deed of Trust.

2. **Funds for Escrow Items.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day Periodic Payments are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and insurance (including condominium and planned unit development assessments, if any which may attain priority over insurance), plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If Lender waives the requirement that Borrower pay Funds for Escrow Items, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Agreement, as the phrase "covenant and agreement" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 2.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said Escrow Items. Lender shall not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or Applicable Law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earning on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the respective due dates of the Escrow Items shall exceed the amount required to pay said Escrow Items as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay the Escrow Items as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless Applicable Law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Deed of Trust, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Deed of Trust, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 2.

Borrower shall promptly discharge any lien which is superior or inferior to this Deed of Trust unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which, in Lender's opinion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Deed of Trust. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien. Within ten (10) days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. **Insurance.** If required by Lender, Borrower agrees to keep the Property insured against loss or damage by fire and other casualty with extended coverage and against any other risks or hazards which in the opinion of Lender should be insured against, and in any case against all risks which persons engaged in the same business as is carried on at the Property customarily insure against, with the minimum amount of said insurance to be no less than the amount of the Note. Borrower shall also carry insurance against the risk of rental or business interruption at the Property, in an amount deemed satisfactory by Lender. If flood insurance is required pursuant to the Secretary of Housing and Urban Development, the Federal Emergency Management Agency, or by such other official or agency as shall from time to time be authorized by federal or state law to make such designation pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as such Acts may, from time to time, be amended and in effect, or pursuant to any other national or state program of flood insurance or otherwise, then same shall be provided by Borrower. All of such insurance shall be placed with a company or companies and in such form and with such endorsements as may be approved or required by Lender. Loss under all such insurance policies shall be endorsed with a standard, non-contributory Lender's clause in favor of Lender. Borrower shall also carry public liability insurance, in such form, amount and with such companies as Lender may from time to time require, naming Lender as an additional insured. The policy or policies evidencing all insurance referred to in this paragraph and receipts for the payments of premiums thereon shall be delivered to and held by Lender. All such insurance policies shall contain a provision requiring at least thirty (30) days notice to Lender prior to any cancellation or modification. Borrower shall give Lender satisfactory evidence of renewal of all such policies with premiums paid at least fifteen (15) days before expiration. Borrower agrees to pay all premiums on such insurance as they become due, and will not permit any condition to exist on or with respect to the Property which would wholly or partially invalidate any insurance thereon. If Borrower defaults in the insurance requirements provided herein, whether by payment or otherwise or any part thereof or in assigning and delivering the policies, its option, Lender may put in place such insurance from year to year and, at its discretion and pay the premiums therefor, and any such sums advanced by Lender, shall bear interest and shall, at the option of Lender, either be paid by Borrower to Lender upon demand or added to the principal portion of the Note and in either case shall be secured hereby. Lender shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any such insurance, incur any liability for the form or legal sufficiency or absence of insurance contracts, solvency of insurers, or payment of losses, and Borrower hereby expressly assumes full responsibility therefor and all liability, if any, thereunder. Effective upon any default hereunder, all of Borrower's right, title and interest in and to all such policies and any unearned premiums paid thereon are hereby assigned to Lender, which shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale or other disposition thereof. The requirements of Lender for insurance under the provisions of this paragraph may be modified or amended in whole or in part by Lender, in its

reasonable discretion, and Borrower agrees, upon expiration of any existing policy or policies of insurance, to provide a replacement policy or policies which shall meet such amended or modified insurance standards. In the event of a loss, Borrower shall give immediate written notice to the insurance carrier and Lender. Borrower hereby appoints Lender as its attorney-in-fact for the purposes hereinafter set out, and authorizes and empowers Lender, at Lender's option and in Lender's sole discretion as attorney-in-fact for Borrower, to make proof of loss, to adjust and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds. Borrower understands and agrees that the power of attorney hereby granted to Lender is a power coupled with an interest and is irrevocable until Lender's interest hereunder is terminated by the payment and performance of all of Borrower's obligations and indebtedness secured hereby. Borrower further authorizes Lender, at Lender's option, (a) to hold all or any portion of such proceeds to be used to reimburse Borrower for the costs of reconstruction or repair of the Property, or (b) to apply all or any portion of such proceeds to the payment of the sums secured by this Deed of Trust, whether or not then due. In the event Lender elects to require repair, restoration or rebuilding as provided herein, Borrower shall deposit with Lender any funds which may be required for such repair, restoration or rebuilding in excess of the net insurance proceeds received, which funds shall be deposited with Lender and held and disbursed by Lender, together with the net insurance proceeds received, in accordance with the usual practices of Lender or other lenders making construction loans. In the event Lender elects to require repair, restoration or rebuilding hereunder, within thirty (30) days after notice to Borrower of such election Borrower shall deliver to Lender plans and specifications for such rebuilding, restoration or repair acceptable to Lender, which acceptance shall be evidenced by Lender's written consent thereto, and Borrower shall thereafter commence the rebuilding, restoration or repair and complete the same, all in substantial accordance with the plans and specifications, within four (4) months after the date of the damage or destruction. In the event Lender elects to require rebuilding, restoration or repair hereunder and Borrower fails to comply with the requirements of this Deed of Trust with respect thereto, Lender may demand the entire outstanding balance of the principal sum secured by this Deed of Trust and all interest accrued thereon and demand immediate payment of all of such indebtedness, and may apply the net insurance proceeds received, to the payment of all of such indebtedness. If the insurance proceeds are applied to the payment of the sums secured by this Deed of Trust, any such application of proceeds to principal shall be in such order as Lender may determine and, if after so applying such insurance proceeds Lender reasonably determines the remaining security to be inadequate to secure the remaining indebtedness, Borrower shall upon written demand from Lender prepay on principal such an amount as will reduce the remaining indebtedness to a balance for which adequate security is present.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or in the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.
7. **Protection of Lender's Security.** If (a) Borrower fails to perform the covenants and agreements contained in this Deed of Trust, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Deed of Trust (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Deed of Trust or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable and appropriate to protect Lender's interest in the Property and rights under this Deed of Trust, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien that has priority over this Deed of Trust; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off.

Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

If this Deed of Trust is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon an inspection of the Property, including the interior of the improvements on the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
9. **Assignment of Miscellaneous Proceeds; Forfeiture; Condemnation.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to the restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided in Section 3.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction or loss in value is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the partial taking, destruction or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction or loss in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within SEVEN (7) days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Deed of Trust. Borrower can cure such a default and, if acceleration has occurred, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Deed of Trust. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 3.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy.
11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Deed of Trust in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Deed of Trust. Borrower shall not be released from Borrower's obligations and liability under this Deed of Trust unless Lender agrees to such release in writing. The covenants and agreements of this Deed of Trust shall bind (except as provided in Section 17 - Sale of Note; Change of Loan Servicer) and benefit the successors and assigns of Lender.
12. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust must be in writing and shall be deemed to have been given to Borrower when mailed (as identified by the post mark date placed on the envelope by the United States Postal Service). Any notice provided for in this Deed of Trust must be in writing and shall be deemed to have been given to Lender when actually received by Lender. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. There may be only one notice address designated under this Deed of Trust at any one time. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.
13. **Governing Law; Severability; Rules of Construction.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision and to this end the provisions of this deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by Applicable Law or limited herein. The use of any pronoun herein to refer to Borrower, Lender or Trustee shall be deemed a proper reference even though Borrower and/or Lender and/or Trustee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words, "heirs, executors and administrators" or "heirs, successors, and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns." Words in the singular shall mean and include the plural and vice versa and the word "may" gives sole discretion without any obligation to take any action.
14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution.

15. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than SEVEN (7) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

16. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Deed of Trust, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Deed of Trust to charge a specific fee to Borrower shall not be construed as a prohibition of the charging of such fee. Lender may not charge fees that are expressly prohibited by this Deed of Trust or Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

17. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Deed of Trust) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Deed of Trust and performs other mortgage loan servicing obligations under the Note, this Deed of Trust, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change that will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information required by Applicable Law in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until such Borrower or Lender has notified the other party, in accordance with Section 12, of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 18 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. **No Right to Reinstate.** Borrower has no right to reinstate the loan after Lender has accelerated the sums secured hereby. Lender may elect to allow the Borrower to reinstate the loan providing that: (a) Borrower pays Lender all sums which would then be due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 19 hereof, including, but not limited to reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation

to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 19. Acceleration; Remedies.** Except as provided in paragraph 15 hereof, Lender may upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Borrower, declare the entire balance of the Loan immediately due and payable, and upon such declaration, the entire unpaid balance of the Loan shall be immediately due and payable and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting written notice at least 21 days prior to the day of sale at the courthouse door in each of the counties in which the Property is situated. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Such sale shall be made in accordance with Tex. Prop. Code Sec. 51.002. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the property, so sold with covenants of general warranty, Borrower covenants and agrees to defend generally the purchaser's title to the property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Property is sold pursuant to this paragraph 19, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

- 20. Construction Mortgage.** The Deed of Trust is a "Construction Mortgage" under Sections 9.105 and 9.313 of the Texas Business and Commerce Code, securing the obligation for the cost of construction of certain improvements on the Property. It is understood that funds to be advanced under the Note are to be used in the construction of certain improvements on the Property in accordance with the Agreement.
- 21. Assignments of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

- 22. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any. Any part of the Property may be released by Lender without affecting Lender's liens, security interests and rights against the remainder of the Property. The lien, security interest and rights hereby granted shall not affect or be affected by any other security taken or acquired by the Lender for the indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness or any part thereof, shall at no time release or impair the lien, security interest and rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any junior lien holder; and this indebtedness, or any part thereof, shall be and remain a first and prior lien and security interest on all of the Property not expressly released, until the indebtedness is completely paid.

23. **Substitute Trustee; Trustee Liability.** Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

24. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

25. **Partial Invalidity.** In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any Applicable Law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are considered a part of this Deed of Trust and Note transaction, violates such law by reason of the acceleration of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.

26. **Indebtedness.** The indebtedness secured by this Deed of Trust (the "Indebtedness") includes all other indebtedness and obligations of Borrower to Lender, whether presently existing or in any manner or means hereafter incurred, and evidenced in any manner whatsoever, whether by notes, advances, overdrafts, bookkeeping entries; guaranty agreement, liens or security agreements, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness, or other of Borrower and including any further loans and advancements made by Lender to Borrower. Default by Borrower under any other indebtedness or obligation of Borrower to Lender shall be deemed an event of default under this Deed of Trust and Lender shall be entitled to exercise any or all of Lender's rights and remedies under this Deed of Trust.

27. **Fees to Borrower.** Borrower consents to and agrees to pay upon demand to Lender the following fees in connection with the administration of the Note and this Deed of Trust:

- (a) Mortgage Rating Fee. \$50.00 for each response by Lender to a request for verification of loan status with respect to the loan to Borrower evidenced by the Note.
- (b) Returned Check Fee. If Borrower tender payments on the Note by check or otherwise which are returned unpaid for insufficient funds, Borrower will reimburse Lender for the greater of (i) \$30.00 per returned check or (ii) the actual costs and charges incurred by the Lender with respect to each such returned check.
- (c) Pre-Foreclosure Inspection Fee. \$250.00 for a physical inspection of the Property in connection with the initiation of foreclosure proceedings against the Property under this Deed of Trust.
- (d) Note Extension Loan Documentation Fee. Not less than \$250.00 with respect to loan documentation for an extension of the maturity of the Note.
- (e) Loan Extension Fees. Additional fees may be charged for a renewal and/or extension of the Note term.
- (f) Processing Fee. \$300.00 Processing Fee due at time of loan payoff.

28. **ALL PARTIES CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION OVER BORROWER BY ANY FEDERAL OR STATE COURT IN TEXAS, AND CONSENT TO THE LAYING OF VENUE IN ANY FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF HARRIS, STATE OF TEXAS.**

29. BORROWER IS ACQUIRING THE PROPERTY FOR A BUSINESS PURPOSE AND FOR RESALE AND NOT FOR RESIDENTIAL HOMESTEAD OR ANY OTHER PERSONAL, FAMILY, HOUSEHOLD OR AGRICULTURAL USE.

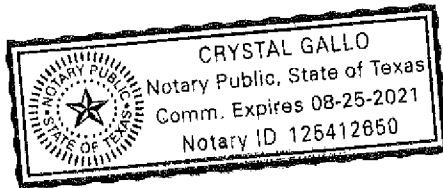
Borrower agrees and stipulates that all fees incurred under this Section constitute debt secured by the terms of this Deed of trust.

SYED TAHIR

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on 1/31/2020, by
SYED TAHIR.



Crystal Gallo
Notary Public

Lender's Mailing Address and Return Address:
212 LOANS, LLC

308 W. PARKWOOD AVE., STE 108A
FRIENDSWOOD, TX 77546

Prepared by:
The Laird Law Firm, P.C.
1512 Heights Blvd.
Houston, Texas 77008

EXHIBIT "A"

Tract One:

Lot Twelve (12) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas. Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

Tract Two:

Lot Fourteen (14) of Stafford's Third Addition to La Marque, in Galveston County, Texas, according to the map thereof recorded in Volume 238, Page 81, and transferred to Plat Record 8, Map No. 35, in the Office of the County Clerk of Galveston County, Texas. Save and Except the North Forty (40) feet of said lot conveyed to Houston Lighting & Power Company by Deed recorded in Volume 893, Page 299.

FILED AND RECORDED

Instrument Number: 2020006688

Recording Fee: 78.00

Number Of Pages:15

Filing and Recording Date: 02/03/2020 4:31PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

§

THAT **GOLD COAST EQUITY, LLC**, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by, **SYED TAHIR**, whose address is **16907 CREEK MOUNTAIN DR., HOUSTON, TX 77084**, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of **\$105,000.00**, bearing even date herewith, payable to the order of **212 LOANS, LLC** hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **JEFFERY W. LAIRD OR STEVE LEVA OR SANDY DASIGENIS OR LILLIAN POELKER OR JEFF LEVA OR PATRICIA POSTON, TRUSTEE**; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid **\$72,000.00** to Grantor as a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note, to the extent of **\$72,000.00**, are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said liens;

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property owned by Grantor, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee and Grantee's heirs and assigns, FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

All taxes assessed against the Property for the current year have been prorated between the parties, and Grantee hereby assumes and agrees to pay such taxes in full.

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, restrictions, easements, covenants, and conditions applicable to and enforceable against the above described property, mineral and royalty reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to

the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

But it is expressly agreed that the Grantor herein reserves and retains for Grantor and Grantor's heirs and assigns, as well as the Superior Title to the extent of **\$72,000.00**, against the above described property, premises and improvements, until the above described Promissory Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute, which Vendor's Lien and superior title have been assigned, transferred, and delivered without recourse to Mortgagee as set forth above.

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

WHEN this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

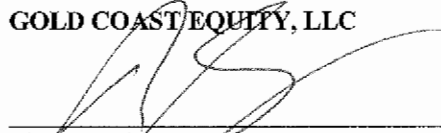
DATED JANUARY 31, 2020.

GOLD COAST EQUITY, LLC

(Signature)

Printed Name:

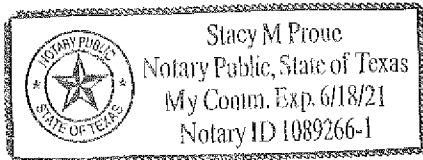
Title:

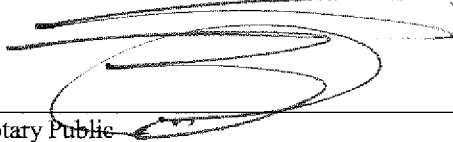

Richard Sparks
member

THE STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on January 31, 2020, by Richard Sparks, member of GOLD COAST EQUITY, LLC, on behalf of said LIMITED LIABILITY COMPANY.




Notary Public

Grantee's Mailing Address and Return Address:
SYED TAHIR

16907 CREEK MOUNTAIN DR.
HOUSTON, TX 77084

Prepared by:
The Laird Law Firm, P.C.
1512 Heights Blvd.
Houston, Texas 77008

EXHIBIT "A"

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FILED AND RECORDED

Instrument Number: 2020006687

Recording Fee: 38.00

Number Of Pages:5

Filing and Recording Date: 02/03/2020 4:31PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



City of La Marque Board of Adjustments

Discussion Date: June 9, 2020

Approval Date:

Submitted By: Sussie Sutton

SUBJECT:

Consideration and possible action regarding a request for variance under City Code Section 71-25(e)(8) to permit the reconstruction of a nonconforming billboard in an alternate location due to impact by a Texas Department of Transportation construction project.

DISCUSSION:

The Texas Department expansion project of Interstate 45 has required the owner of this bill board to be relocated from its present location to a new location.

RECOMMENDATION: The staff recommendation is to allow the approval of this request for variance under City Code Section 71-25(e)(8) to permit the reconstruction of a nonconforming billboard in an alternate location due to impact by a Texas Department of Transportation construction project.

ATTACHMENTS:

- | | |
|------------------------------|---------------------------------------|
| 1. Newspaper Public Notice | 2. Property Owner Notification Letter |
| 3. Property Owners 200-feet | 4. GCAD Aerial Location Map |
| 5. Site Plan | 5. Survey |
| 6. Property Tax Certificates | 7. Application |



City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9252

**CITY OF LA MARQUE
BOARD OF ADJUSTMENTS
PROPERTY OWNER PUBLIC HEARING NOTICE**

May 29, 2020

Dear Property Owner:

This PUBLIC NOTICE is in accordance with Section 26, AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance regarding:

A request by Out Door Advertising for a variance under City Code Section 71-25(e)(8) to permit the reconstruction of a nonconforming billboard in an alternate location due to impact by a Texas Department of Transportation construction project.

This is your OFFICIAL NOTICE that the Board of Adjustments will conduct a PUBLIC HEARING, on **Tuesday, June 9, 2020, at 2:00 PM**, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above appeal request.

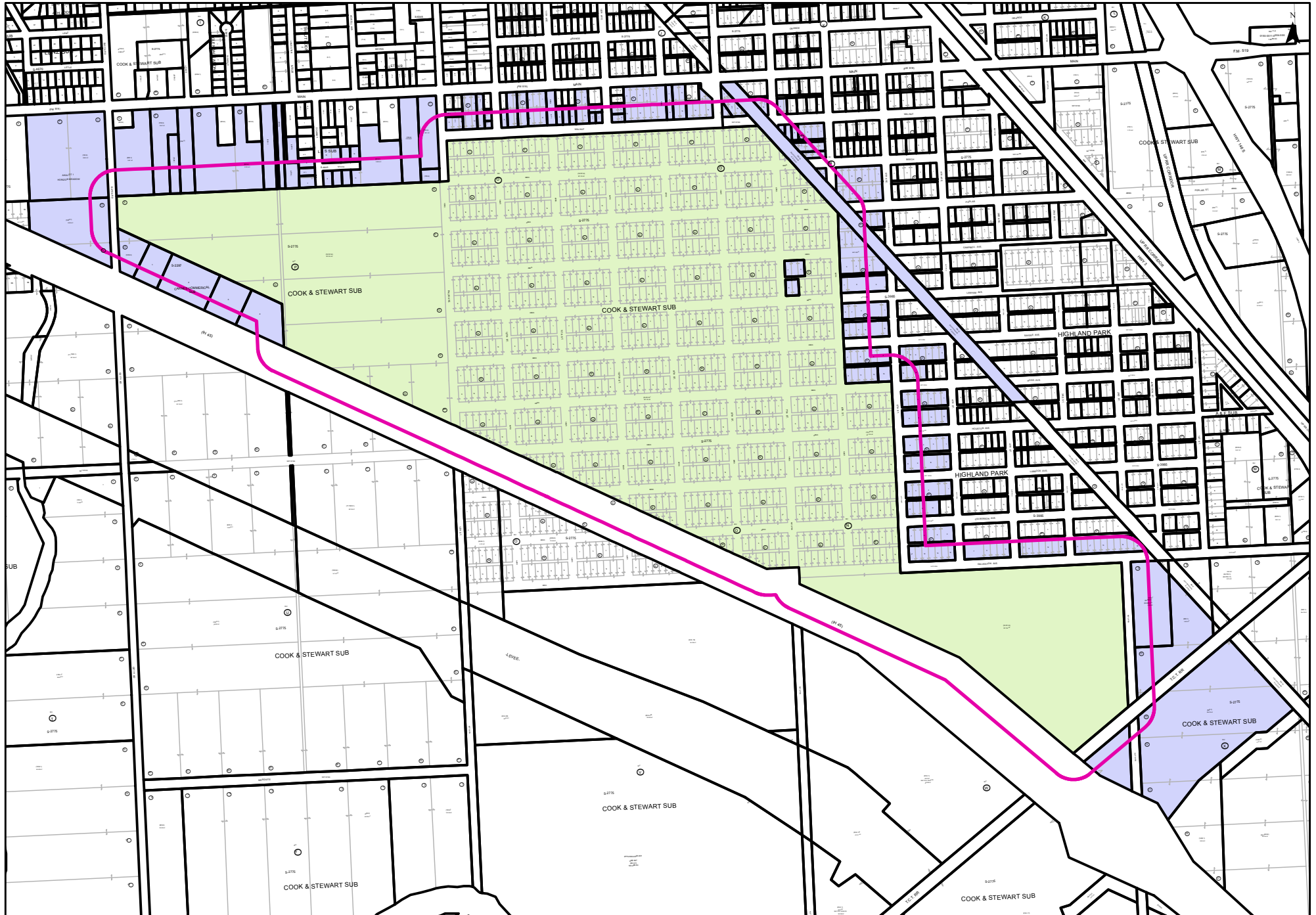
Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call or write to the City of La Marque Development Services Department at the following:

City of La Marque
Development Services Department
1130 1st.
La Marque, TX 77568
409-938-9252

Respectfully,

Sussie Sutton
Development Services

Galveston Central Appraisal District



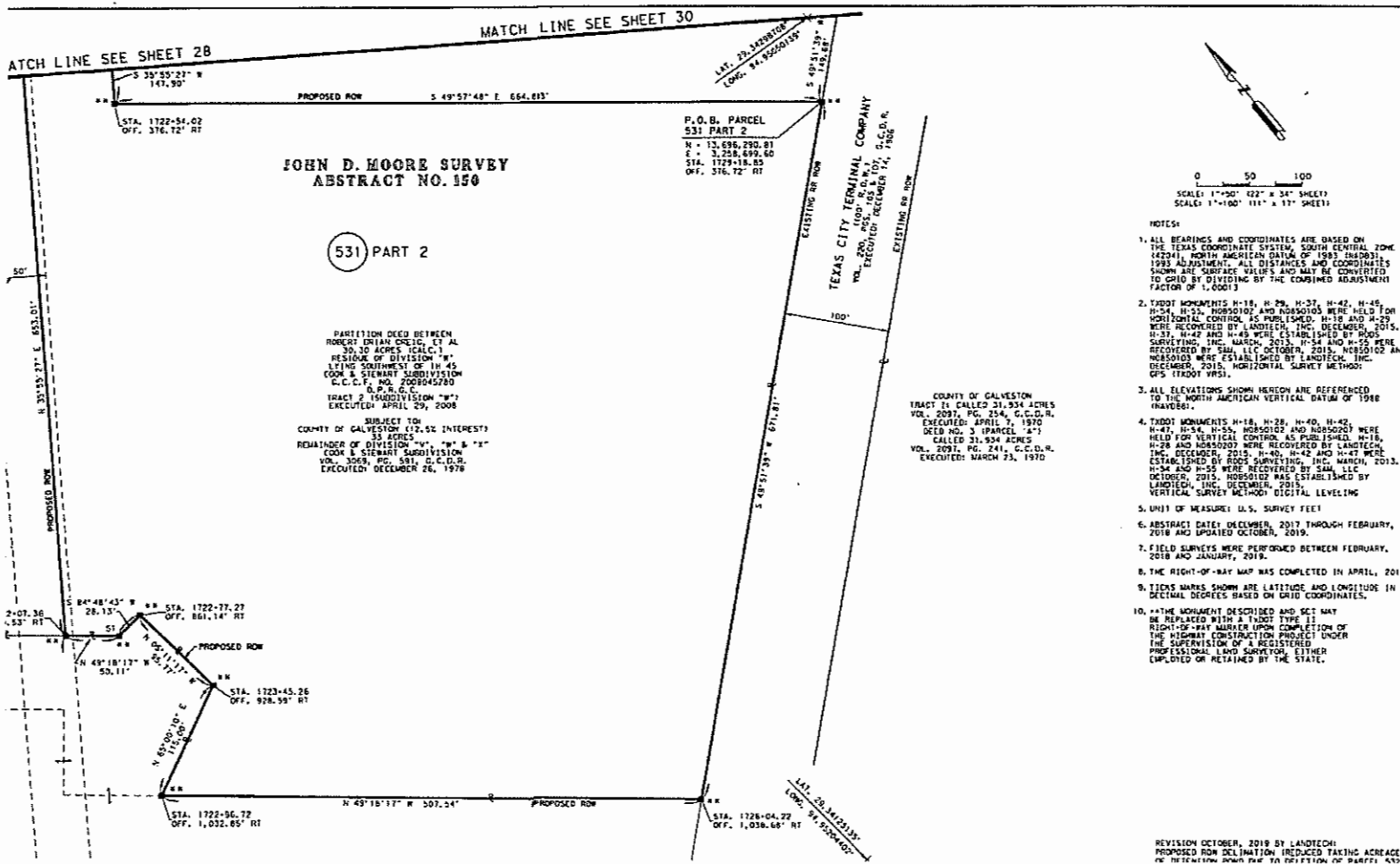
Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
196195	BURMASTER SHERI L	<null>	2616 45TH ST	<null>	GALVESTON	TX	77550
196200	MOOREHEAD STEPHEN LYDELL	<null>	2402 6TH AVE	<null>	LA MARQUE	TX	77568
196202	DUDLEY CLARA LANDIN	LIFE ESTATE	621 WALNUT ST	<null>	LA MARQUE	TX	77568
196203	LA MARQUE ECONOMIC DEVELOPMENT CORPORATION	<null>	1130 1ST ST	<null>	LA MARQUE	TX	77568
196204	LA MARQUE ECONOMIC DEVELOPMENT CORPORATION	<null>	1130 1ST ST	<null>	LA MARQUE	TX	77568
196206	RODRIGUEZ DANIEL G	<null>	2410 6TH AVE	<null>	LA MARQUE	TX	77568
196207	CARRIZALES JESUS & ELSA RODRIGUEZ	<null>	2406 6TH AVE	<null>	LA MARQUE	TX	77568
196250	ALVAREZ-LEON JOSE G & JUANA A HERRERA-ALVAREZ	<null>	2909 DANFORTH DR	<null>	TEXAS CITY	TX	77590-6844
196251	RODRIGUEZ DANIEL G	<null>	2410 6TH AVE	<null>	LA MARQUE	TX	77568
196267	CITY-LA MARQUE	<null>	1111 BAYOU RD	<null>	LA MARQUE	TX	77568-4160
196267	CITY-LA MARQUE	<null>	1111 BAYOU RD	<null>	LA MARQUE	TX	77568-4160
196270	RAMOS ALFREDO	<null>	2804 8TH ST N	<null>	TEXAS CITY	TX	77590
196271	COUNTY-GALVESTON	<null>	722 MOODY AVE	<null>	GALVESTON	TX	77550-2317
196272	WELCH JAMES D	<null>	623 MAIN ST	<null>	LA MARQUE	TX	77568-5618
196274	FIRST ST MATHEWS BAPTIST	<null>	% ANTHONY BRYANT	3501 25TH AVE N APT 105	TEXAS CITY	TX	77590
196276	GROVE MICKEY & JUDITH	<null>	406 LING ST	<null>	HITCHCOCK	TX	77563-2603
196279	REZNICEK ROSE ANN	<null>	2307 10TH AVE	<null>	LA MARQUE	TX	77568-6312
196280	DAVIS GARY WAYNE	<null>	PO BOX 24039	<null>	HOUSTON	TX	77229-4039
196282	COOPER DONALD A	<null>	220 BARRACUDA	<null>	BAYOU VISTA	TX	77563
196286	JONES THOMAS ROY & PAMELA ANN JONES	<null>	2508 LAZY LN	<null>	LA MARQUE	TX	77568
196287	JONES PAMELA AND BEVERLY PLOWMAN	<null>	2508 LAZY LN	<null>	LA MARQUE	TX	77568
196288	MEADOWS ANNA MYRTLE	<null>	2604 8TH ST N	<null>	TEXAS CITY	TX	77590-5670
196290	GAMBOA JUAN CARLOS AND	ANA PATRICIA CARDONA	2302 10TH AVE	<null>	LA MARQUE	TX	77568-6341
196291	GAMBOA JUAN CARLOS AND	ANA PATRICIA CARDONA	2302 10TH AVE	<null>	LA MARQUE	TX	77568-6341
196292	GARCIA JAVIER & GINA MARIE	<null>	2213 NECHES DR	<null>	DEER PARK	TX	77536-4762
196293	FRANKS ZAUNDRA L	<null>	13611 MOUNT VERNON	<null>	SANTA FE	TX	77510
196294	FRANKS ZAUNDRA L	<null>	13611 MOUNT VERNON	<null>	SANTA FE	TX	77510

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
196295	THOMPSON HELEN FRANCES	<null>	11858 HWY 6	<null>	SANTA FE	TX	77510
196296	OGEA FERNEST & DIANA L PADGETT-OGEA	<null>	1117 MAIN ST	<null>	LA MARQUE	TX	77568-5628
196298	NELSON DIANE	<null>	920 N TYROL TRAIL	<null>	MINNEAPOLIS	MN	55416
196299	NELSON DIANE	<null>	920 N TYROL TRAIL	<null>	MINNEAPOLIS	MN	55416
196301	CALTEX ELITE PROPERTIES LLC	<null>	15765 EAST FREEWAY	<null>	CHANNELVIEW	TX	77530
196303	SALAZAR ALBERT GONZALES	<null>	7014 SUN CREEK DR	<null>	HITCHCOCK	TX	77563-4684
196304	NALL CASEY J	<null>	3422 1ST AVE SOUTH	<null>	TEXAS CITY	TX	77590
196305	SMITH VERNON	<null>	1219 MAIN ST	<null>	LA MARQUE	TX	77568-5630
196310	CHARLES MARIE WARREN	<null>	PO BOX 584	<null>	LA MARQUE	TX	77568
196313	BUMP GENEVIEVE	<null>	1315 MAIN ST	<null>	LA MARQUE	TX	77568
196314	GOEBEL WM D SR & WF	<null>	1308 MAIN ST	<null>	LA MARQUE	TX	77568-5633
196315	WILLIAMS JOHN F	<null>	<null>	<null>	<null>	<null>	MC
196318	TEMPLE DELIVERANCE WORSHIP CENTER	<null>	1400 SYLVIA ST	<null>	LA MARQUE	TX	77568
196326	MCGAFFEY LOUIS S & ROSA	<null>	2314 DOWNEY ST	<null>	LA MARQUE	TX	77568-6319
196328	FITE CAROLYN M FARRIS	<null>	12709 33RD ST	<null>	SANTA FE	TX	77510-9550
196330	EXP-DRAINAGE DIST #2	<null>	PO BOX 624	<null>	LA MARQUE	TX	77568-0624
196332	GALLETTI CHARLES	<null>	6617 AVENUE Q	<null>	GALVESTON	TX	77551-1352
196335	ROBERTS JOHN I & ZELDA A	<null>	1870 FM 844	<null>	HUNTINGTON	TX	75949
196343	WELLS MATTHEW & CHRISTINA L	<null>	3401 AVENUE Q 1/2	<null>	GALVESTON	TX	77550
196345	GULF BREEZE PARTNERS LLC	C/O ROBERT LOPES MANAGING MEMBER	10200 RICHMOND AVE STE 272	<null>	HOUSTON	TX	77042
196346	GULF BREEZE PARTNERS LLC	C/O ROBERT LOPES MANAGING MEMBER	10200 RICHMOND AVE STE 272	<null>	HOUSTON	TX	77042
196347	CLOUD ARTIE L	<null>	65 VEENSTRA	<null>	HOUSTON	TX	77022-1918
196354	BLEAKNEY KENNY	<null>	207 KONA DR	<null>	GALVESTON	TX	77554-8625
196375	STEWART TITLE GUARANTY CO	<null>	ATTN:SHARON HOLLIS/REAL EST SVC	PO BOX 2029	HOUSTON	TX	77252-2029
196477	COUNTY-GALVESTON	<null>	LEVEE	<null>	<null>	<null>	MC
196481	COUNTY-GALVESTON	<null>	LEVEE	<null>	<null>	<null>	MC
196502	BAILEY ALLAN A JR	<null>	TESTAMENTARY TR	4607 BRYN MAWR LN	HOUSTON	TX	77027-4711

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
197798	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197799	CITY-LA MARQUE	<null>	1111 BAYOU RD	<null>	LA MARQUE	TX	77568-4160
197800	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197803	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197803	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197819	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197819	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197821	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197821	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197822	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197823	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197823	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197853	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197853	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197854	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197854	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197866	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197867	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197868	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197869	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
197869	TEXAS CITY TERMINAL RAILWAY CO	<null>	ATTN PROPERTY TAX DEPT	2425 HIGHWAY 146 N	TEXAS CITY	TX	77590-8811
198191	WILLIAMS CORINTHIA	<null>	2406 DOWNEY	<null>	LA MARQUE	TX	77568
198192	RAMSEY CLEVELAND RANDOLPH	<null>	2410 DOWNEY	<null>	LA MARQUE	TX	77568
198193	PEREZ JOSE	<null>	3009 WOODLAND DR	<null>	DICKINSON	TX	77539

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
198194	DUKE PAUL E	<null>	2417 DOWNEY ST	<null>	LA MARQUE	TX	77568-6358
198195	HERING RICHARD W AND JOEL R HERING	<null>	4035 COUNTY ROAD 181	<null>	ALVIN	TX	77511
198196	DUKE PAUL	<null>	1503 SYLVIA ST	<null>	LA MARQUE	TX	77568
198198	REYNAUD SHIRLEY A SIMPSO	<null>	3434 HOLLYBERRY DR	<null>	VISTA	CA	92084-7454
198199	FLORES HECTOR ENRIQUE CRUZ	<null>	1201 BAYOU SHORE DR	<null>	GALVESTON	TX	77551
198200	JUAREZ JOSE	<null>	3306 PINE ST	<null>	GALVESTON	TX	77551-1550
290492	GROVE MICKEY & JUDITH	<null>	406 LING ST	<null>	HITCHCOCK	TX	77563-2603
290552	CENTERPOINT ENERGY INC	HOUSTON ELECTRIC	AD VALOREM TAX DEPT	PO BOX 1475	HOUSTON	TX	77251-1475
303781	TEXAS CITY TERMINAL RAILWAY CO	<null>	2425 HIGHWAY 146 N	<null>	TEXAS CITY	TX	77590-8811
380796	HORIZON MEADOWS APARTMENTS LTD	<null>	1101 S CAPITAL OF TEXAS HWY	STE F200	WEST LAKE HILLS	TX	78746-6413
415572	VFW POST 8248	<null>	PO BOX 731	<null>	LA MARQUE	TX	77568-0731
722198	BALENTINE JAY W	<null>	2228 SEAWALL BLVD	<null>	GALVESTON	TX	77550-8940
722199	BALENTINE JAY W	<null>	2228 SEAWALL BLVD	<null>	GALVESTON	TX	77550-8940
722200	BOI HOLDINGS LLC	<null>	3120 HERON DR	<null>	GALVESTON	TX	77551
722201	CARNES FUNERAL HOME INC	<null>	3100 GULF FREEWAY	<null>	TEXAS CITY	TX	77591



2019 TAX STATEMENT



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:
OKEEFFE PHYLLIS
PO BOX 58525
HOUSTON, TX 77258

Legal Description:
BUSINESS PERSONAL PROPERTY-BILLBOARDS
LA MARQUE

Account No: 700926

Appr. Dist. No.: 860006335712000

Legal Acres: .0000

Parcel Address: @VARIOUS LOCATIONS

As of Date: 04/29/2020

Print Date: 04/29/2020

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$0	\$116,900	\$116,900	\$116,900	\$0	\$0	\$0	\$116,900
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
GALVESTON CO		\$116,900		\$0.00	\$116,900	0.5043960	\$589.64
ROAD & FLOOD		\$116,900		\$0.00	\$116,900	0.0117410	\$13.73
CITY OF LA MARQUE		\$116,900		\$0.00	\$116,900	0.5507640	\$643.84
DRAIN DIST #2		\$116,900		\$0.00	\$116,900	0.0552310	\$64.57
COLL OF THE MAINLAND		\$116,900		\$0.00	\$116,900	0.2042540	\$238.77

Total Tax: \$1,550.55
Total Tax Paid to date: \$1,550.55
Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

04/30/2020 11%	06/01/2020 13%	06/30/2020 15%	07/31/2020 18 + up to 20%	08/31/2020 19 + up to 20%	09/30/2020 20 + up to 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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.

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

4.1.69

Print Date: 04/29/2020

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Galveston County Tax Office
722 Moody
Galveston, Texas 77550
409-766-2481, 1-877-766-2284



* 7 0 0 9 2 6 *

700926
OKEEFFE PHYLLIS
PO BOX 58525
HOUSTON, TX 77258

AMOUNT PAID:

\$

0000000700926 0000000000 0000000000 0000000000 0000000000 9

DUPLICATE TAX RECEIPT



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR

722 Moody
Galveston, TX 77550
409-766-2481, 1-877-766-2284

Certified Owner:

OKEEFFE PHYLLIS
PO BOX 58525
HOUSTON, TX 77258

Legal Description:

BUSINESS PERSONAL PROPERTY-BILLBOARDS
LA MARQUE

Parcel Address: @VARIOUS LOCATIONS
Legal Acres: 0.0000

Remit Seq No: 44035013

Receipt Date: 03/23/2020

Deposit Date: 04/06/2020

Print Date: 04/29/2020 02:31 PM

Printed By: DOMINICK_L

Deposit No: 922040620GV
Validation No: 900000058074599
Account No: **700926**
Operator Code: HAYNES_F

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2019	Galveston Co	TL	116,900	0.504396	589.64	53.07	0.00	642.71
2019	Road & Flood	TL	116,900	0.011741	13.73	1.24	0.00	14.97
2019	City Of La Marque	TL	116,900	0.550764	643.84	57.95	0.00	701.79
2019	Drain Dist #2	TL	116,900	0.055231	64.57	5.81	0.00	70.38
2019	Coll Of The Mainland	TL	116,900	0.204254	238.77	21.49	0.00	260.26
					<u>\$1,550.55</u>	<u>\$139.56</u>	<u>\$0.00</u>	<u>\$1,690.11</u>

>--

--<

Check Number(s):

33630

PAYMENT TYPE:

Checks:

\$1,690.11

Exemptions on this property:

Total Applied:

\$1,690.11

Change Paid:

\$0.00

Account No: 700926

PAYER:

OKEEFFE PHYLLIS
PO BOX 58525
HOUSTON, TX 77258

***CURRENT YEAR TOTAL IS \$0.00
ACCOUNT PAID IN FULL***

Galveston CAD

Property Search Results > 290343 TEXAS CITY TERMINAL RAILWAY CO for Year 2020

Tax Year: 2020

Property

Account

Property ID:	290343	Legal Description:	TRANSPORTATION CORRIDOR (28.28)
Geographic ID:	020800000020	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	UNKNOWN TEXAS CITY, TX 77590	Mapsc0:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	TEXAS CITY TERMINAL RAILWAY CO	Owner ID:	653000
Mailing Address:	PROPERTY TAX DEPT 2425 HIGHWAY 146 N TEXAS CITY, TX 77590-8811	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$3,141,580	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$3,141,580	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$3,141,580	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$3,141,580	

Taxing Jurisdiction

Owner:	TEXAS CITY TERMINAL RAILWAY CO
--------	--------------------------------

% Ownership: 100.000000000000%

Total Value: \$3,141,580

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C31	TEXAS CITY	0.540000	\$3,141,580	\$3,141,580	\$16,964.54
CAD	APPRAISAL DISTRICT	0.000000	\$3,141,580	\$3,141,580	\$0.00
GGA	GALVESTON COUNTY	0.504396	\$3,141,580	\$3,141,580	\$15,846.00
I01	INDUSTRIAL	0.000000	\$3,141,580	\$3,141,580	\$0.00
J05	MAINLAND COLLEGE	0.204254	\$3,141,580	\$3,141,580	\$6,416.80
RFL	CO ROAD & FLOOD	0.011741	\$3,141,580	\$3,141,580	\$368.85
518	TEXAS CITY ISD	1.413250	\$3,141,580	\$3,141,580	\$44,398.38
Total Tax Rate:		2.673641			

Taxes w/Current Exemptions: \$83,994.57

Taxes w/o Exemptions: \$83,994.57

Improvement / Building

Improvement #1: INDUSTRIAL State Code: J5 Living Area: sqft Value: \$3,141,580

Land

No land segments exist for this property.

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$3,141,580	\$0	0	3,141,580	\$0	\$3,141,580
2019	\$3,141,580	\$0	0	3,141,580	\$0	\$3,141,580
2018	\$3,028,070	\$0	0	3,028,070	\$0	\$3,028,070
2017	\$0	\$0	0	3,006,546	\$0	\$3,006,546
2016	\$0	\$0	0	2,918,977	\$0	\$2,918,977
2015	\$0	\$0	0	2,828,000	\$0	\$2,828,000
2014	\$0	\$0	0	2,828,000	\$0	\$2,828,000
2013	\$0	\$0	0	2,828,000	\$0	\$2,828,000
2012	\$0	\$0	0	2,828,000	\$0	\$2,828,000
2011	\$0	\$0	0	2,649,120	\$0	\$2,649,120
2010	\$0	\$0	0	2,649,120	\$0	\$2,649,120
2009	\$0	\$0	0	1,638,630	\$0	\$1,638,630
2008	\$0	\$0	0	1,538,620	\$0	\$1,538,620
2007	\$0	\$0	0	1,472,360	\$0	\$1,472,360

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
---	-----------	------	-------------	---------	---------	--------	------	-------------

Tax Due

Property Tax Information as of 05/01/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	------------------------	------------------	-------------	-----------------------	--------------------	-------------------------------------	------------------	---------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (409) 935-1980

Website version: 1.2.2.31

Database last updated on: 4/23/2020 9:04 PM

© N. Harris Computer Corporation

PLANNING LETTER

O.A.D. Outdoor Advertising Display, Inc. is submitting documents for the planning to relocate an existing billboard sign due to the TxDOT widening project for Interstate 45 (Gulf Freeway). The sign is currently located within the Texas City Terminal Railway Corridor and referred to as Parcel 533RR by TxDOT. The attached Site Plan and Survey will show the sign moving from the east side of Texas City Terminal Railway Corridor to the 307. 2157 Acre tract which is also owned by on the property now owned by Texas City Terminal Railway Co.

Please feel free to contact Phyllis O'Keeffe by either telephone or email

Please SEE ATTACHMENTS

Thank you

Phyllis O'Keeffe – president

Telephone: 713-824-5972

Email: OADINCORPORATED@COMCAST.NET

O.A.D. Outdoor Advertising Display, Inc.

P.O. Box 58525, Houston, TX, 77258



PORT OF TEXAS CITY

TEXAS CITY TERMINAL RAILWAY COMPANY

Phyllis O'Keeffe
Outdoor Advertising Display
Post Office Box 58525
Houston TX 77258-8525

Dear Ms. O'Keeffe:

Per our recent discussions regarding the upcoming DOT project to widen I-45 in La Marque, Texas, in order for the DOT to complete the proposed feeder road overpasses, your billboard signs identified in Texas City Terminal Railway's records as T-0593(1) and T-0593(2) will need to be relocated.

I understand that in order to secure permits to relocate the signs within the Texas City Terminal Railway's mainline railway corridor, you require the railroad's consent.

This letter shall serve as your consent to the proposed relocation of your signs as shown in the attached drawing.

If you have any questions regarding this letter, please contact me at (281) 687-4156.

Sincerely,

Jeffrey D. Matter
Director, Real Estate
Texas City Terminal Railway

Proposed 2 Relocations for Billboards owned by O.A.D. Outdoor Advertising Display Inc currently on the TCT RR ROW . Relocations at TCT Southwest Property Corner and TCT RR ROW at 27 Feet from Track C/L

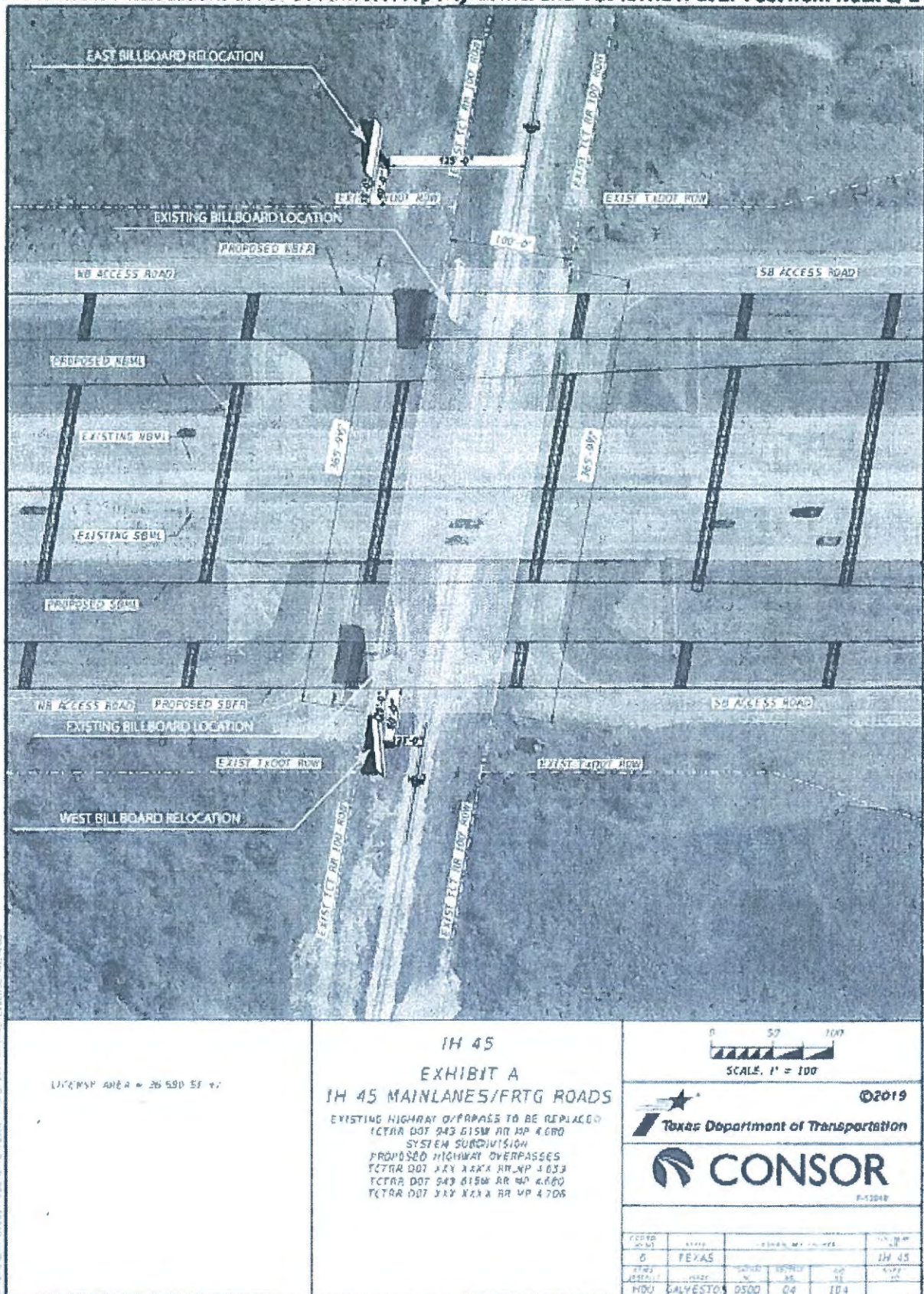


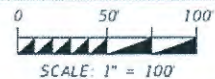
EXHIBIT 1

SITE PLAN for Billboard Sign owned by O.A.D. Outdoor Advertising Display Inc currently on the Texas City Terminal Railway Right of Way . Relocation to further westward within TCTRR 100 foot corridor strip.



LICENSE AREA = 36,580 SF +/-

IH 45
EXHIBIT A
IH 45 MAINLANES/FRTG ROADS
EXISTING HIGHWAY OVERPASS TO BE REPLACED:
TCTRR DOT 943 61SW RR MP 4.680
SYSTEM SUBDIVISION
PROPOSED HIGHWAY OVERPASSES:
TCTRR DOT XXX XXXX RR MP 4.653
TCTRR DOT 943 61SW RR MP 4.680
TCTRR DOT XXX XXXX RR MP 4.706



©2019
Texas Department of Transportation

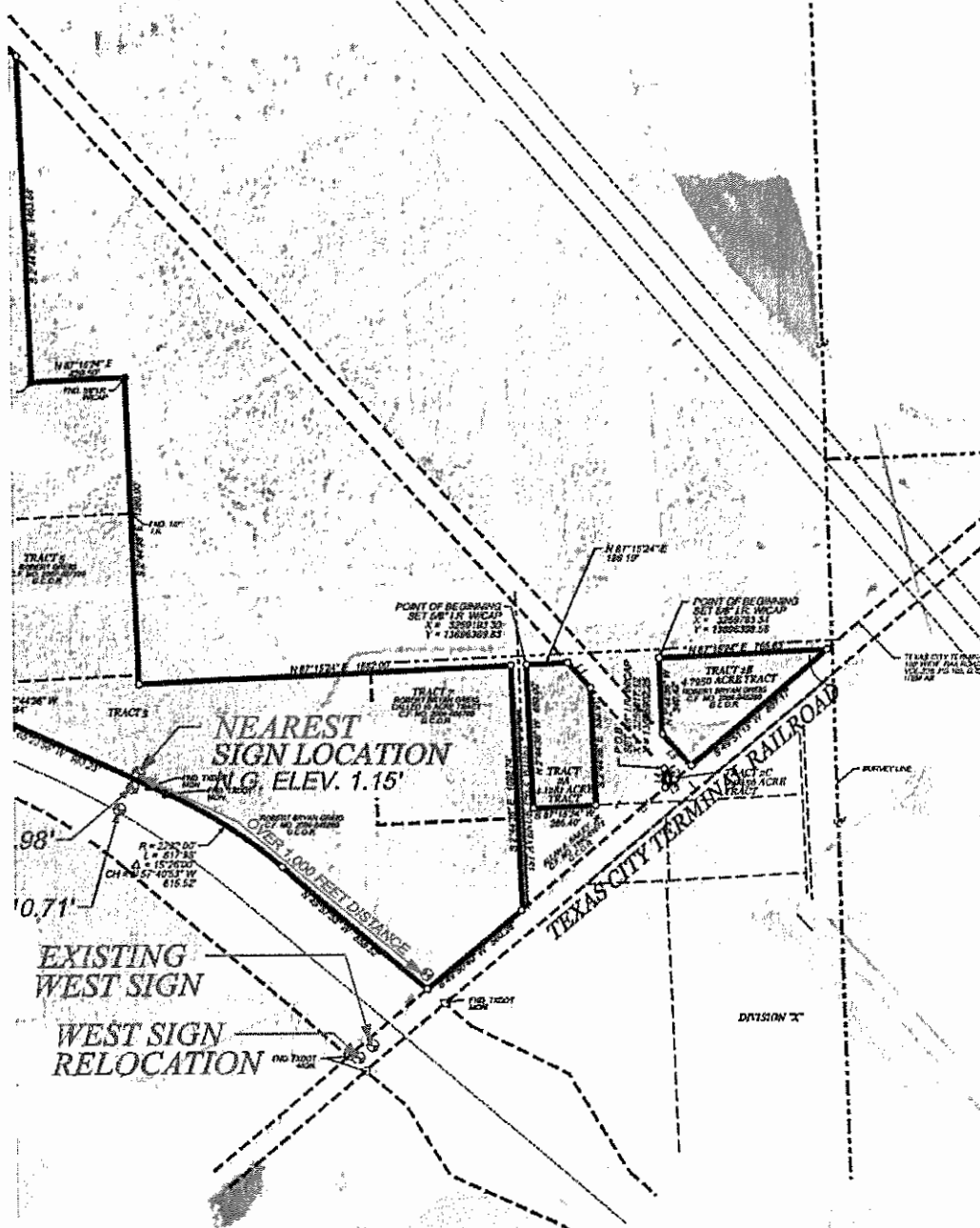
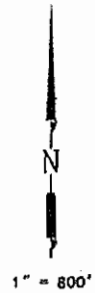
CONSOR
F-12040

FED. RD. DIST.	STATE	FEDERAL AID PROJECT	SECTION NO.	FOR AC.	SHEET NO.
6	TEXAS				
STATE DISTRICT	COUNTY	CONTRACT NO.	SECTION NO.	FOR AC.	SHEET NO.
HOU	GALVESTON	0500	04	104	

**J. D. MOORE SURVEY
ABSTRACT 50**

**H. B. LITTLEFIELD SURVEY
ABSTRACT 143**

LINE #	DIRECTION	LENGTH
L1	S 42° 26' 42" E	152.18'
L2	S 42° 26' 42" E	73.33'
L3	S 48° 51' 13" W	28.56'
L4	N 02° 44' 36" W	88.47'
L5	N 47° 26' 42" W	184.79'



**SAMUEL G. BUNDICK SURVEY
ABSTRACT 7**

SIGN EXHIBIT

316.1843 ACRE TRACT

BEING THE RESIDUAL PORTION OF ALL THOSE CERTAIN TRACTS CONVEYED TO
TRACT 1 - 307.2157 ACRES, TRACT 2A - 4.1281 ACRES
TRACT 2B - 4.7950 ACRES, TRACT 2C - 0.0458 ACRES
ROBERT BRYAN GREIG
AS RECORDED IN

C.F. NO. 2007-027320,
2007-039812, 2008-045280, 2010-020792

OF THE
GALVESTON COUNTY OFFICIAL RECORDS

IN THE
**J. D. MOORE SURVEY
ABSTRACT 50
GALVESTON COUNTY, TEXAS**

FOR
DAN O'KEEFE

TS:

ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL
ZONE (NAD 83).

ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS
S.F. = 0.9998723471.

THIS SURVEY RELIES ON TITLE COMMITMENT FROM STEWART
TITLE COMPANY, FILE NO. 121575087A, DATED NOVEMBER 9,
2010, FOR ALL ITEMS OF RECORD.

THIS PLAT IS PART OF A SURVEY REPORT INCLUDING A
NOTES AND BORDERS DESCRIPTION ON FILE IN THE OFFICES
OF DOYLE & WACHTSTETTER, INC.



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS

131 COMMERCIAL STREET, CLUTE, TEXAS 77531

OFFICE: 979.265.3622

FAX: 979.265.9940

FIRM NO.: 10024590

SURVEY NO. 1

9 29 15 BOOK NO. 1

FILE NO. 1

7026-16-01

DATE: 07/11

JAN 28 - 11 16 CHECKED

REVISED:

None

O.A.D. Outdoor Advertising Display Inc requests the relocation of a existing billboard sign currently located within the TxDOT Interstate 45 widening project. The billboard sign is currently within Parcel # 533 RR on the Texas City Terminal Railway Co. 100 feet wide corridor strip. Then the billboard sign will be relocated outside Parcel 533 RR and outside feeder road overpass right of way line and still within Texas City Terminal Railway Co. 100 feet wide corridor strip.

April 2020

Pending

O.A.D. Outdoor Advertising Display, Inc.

713-824-5972

2023 Leisure Lane, League City, Texas, 77573

O.A.D. Outdoor Advertising Display, Inc

713-824-5972

P.O. Box 58525, Houston, Texas, 77258

INDUSTRIAL PROPERTY OWNED BY TEXAS CITY TERMINAL RAILWAY CO.

Address to be assigned pending issuance of building permit on industrial property

Land SURVEY for Sign Relocation

SURVEY designating Relocation

INDUSTRIAL

Kevin Cain <cain@mdjwlaw.com>

4/8/2020 8:55 AM

FW: City of La Marque Response: ROW CSJ: 0500-04-139; Parcel: 533 OAS, Part 1 and Part 2

To phyllis okeeffe <oadincorporated@comcast.net>

Please look at the email below.

KC

From: Herrera, Antonio <antonio.herrera@woodplc.com>
Sent: Wednesday, April 08, 2020 8:33 AM
To: Kevin Cain <cain@mdjwlaw.com>
Cc: Pittman, Mindy <mindy.pittman@woodplc.com>
Subject: RE: City of La Marque Response: ROW CSJ: 0500-04-139; Parcel: 533 OAS, Part 1 and Part 2
Importance: High

Please see the City's response below:

Mr. Herrera,

The City is willing to entertain applications to the Board of Adjustments to allow relocation or reconstruction of existing billboards as continuation of a legal nonconforming use. The Board of Adjustments may place additional requirements on a sign before they give approval and such approval is completely within the discretion of the Board on a case by case basis. Sign owners that wish to pursue this option can submit the request using the city's variance application form. In addition to this form, the owner must submit the following additional information specific to this type of request:

- 1) Explanation of whether the existing sign will be relocated or a new sign will be constructed (existing signs may only be relocated if they are in good repair and capable of meeting area wind loads);
- 2) Details on the size of the sign face, height of the sign, and construction materials (the new sign Cannot be larger or taller than it was previously);

A vicinity map and detailed location plan showing the setbacks from easements, rights-of-way, streets, property lines, and other structures;

Landowner permission if the sign owner does not own the land; and

Approval of proposed location and structural sign design by any other billboard owners on immediately adjacent property (i.e. the new sign cannot block any other nearby sign faces).

I note that the new signs will be required to meet the setback requirements of the applicable zoning district and that a City building permit will still be required following BOA approval and receipt of a TxDOT permit. This option is only available to those signs impacted by the I-45 project that are on the list you provided.

Alternatively, a sign owner may request a digital billboard conversion agreement with the City, as previously discussed.

If we are contacted directly by any sign owners, we will provide this same information, but you are welcome to provide it to them also. Please let me know if I can be of any further assistance in this matter.

Derra Leigh Purnell

Direct: (713) 533-3898



City of La Marque Board of Adjustments

Discussion Date: May 9, 2020

Approval Date:

Submitted By: Sussie Sutton

SUBJECT: Consideration and possible action regarding a request by the owners of PID# 132855 located on FM 1765 for a variance to the City's zoning regulations, specifically Sections 71-27 Thoroughfare Overlay District ordinance (e)(8) regulating the front, side, and rear building set back lines for any new construction. 3101 FM 1765

DISCUSSION: Mr. Nazim Momin, owner of this Light Industrial zoned property located on FM 1764 La Marque, presented the staff with an application to the Board of Adjustments to construct a washateria at this location. The size of the property constricts the placement of the building for this proposed project. Mr. Momin feels that if he could place the building as close as possible to the property line he would be able to move forward with the project. Without the approval of this variance the project will not be able to move forward.

RECOMMENDATION: Staff has no objection to this variance, Sections 71-27 Thoroughfare Overlay District ordinance (e)(8) regulating the front, side, and rear building set back lines for any new construction.

ATTACHMENTS:

- | | |
|---|--------------------------------|
| 1. Public News Paper Notice | 6. Nothing Further Certificate |
| 2. Property Owners Notification letter | 7. Original Plat |
| 3. GCAD Arial Location Map | 8. Metes & Bounds Description |
| 4. Listing of Property owners within 200-feet | 9. Application |
| 5. Property Survey | 10. TOD Highlighted |



City of La Marque
1130 1st Street
La Marque, Texas 77568
409.938.9252

**CITY OF LA MARQUE
BOARD OF ADJUSTMENTS
PROPERTY OWNER PUBLIC HEARING NOTICE**

May 29, 2020

Dear Property Owner:

This PUBLIC NOTICE is in accordance with Section 26, AMENDMENTS, Subsection D. PUBLIC HEARING AND NOTICE, of the City of La Marque's Zoning Ordinance regarding:

A request by the owners of PID# 132855 located on FM 1765 for a variance to the City's zoning regulations, specifically Sections 71-27 Thoroughfare Overlay District ordinance (e)(8) regulating the front, side, and rear building set back lines for any new construction. 3101 FM 1765

This is your OFFICIAL NOTICE that the Board of Adjustments will conduct a PUBLIC HEARING, on **Tuesday, June 9, 2020, at 2:00 PM**, in the Council Chambers of City Hall, 1109-B Bayou Rd., concerning the above appeal request.

Your comments, if any will be heard at this time. If you are unable to attend, and wish to comment, you may call or write to the City of La Marque Development Services Department at the following:

City of La Marque
Development Services Department
1130 1st.
La Marque, TX 77568
409-938-9252

Respectfully,

Sussie Sutton
Development Services

THE SURFACE ONLY OF LOT SIX (6), OF LAMARQUE HEIGHTS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 254-A, PG. 60 AND TRANSFERRED TO PLAT RECORD 4, MAP NO. 73.1, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

WARNING
ALL CONTRACTORS MUST KNOW EXACT LOCATION OF, AND AVOID, ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. CALL UTILITY LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO COMMENCING WORK.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
00-344-8377

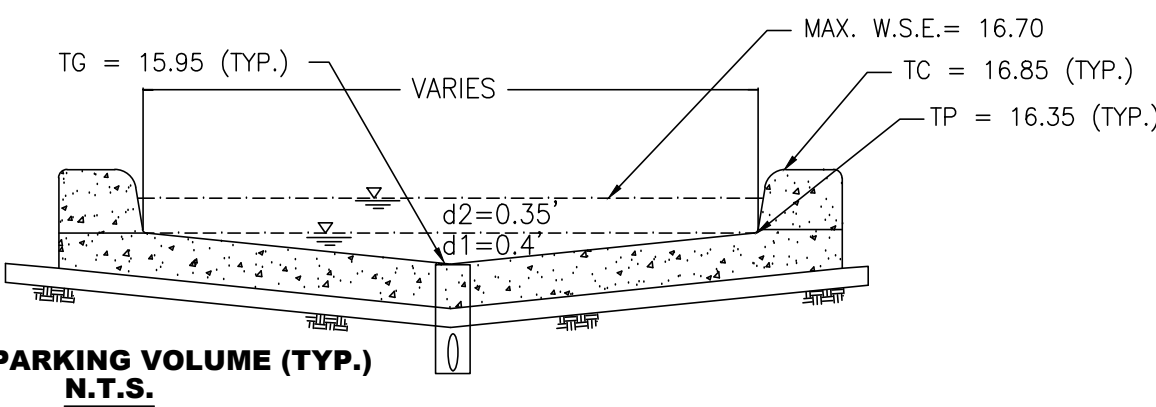
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

$$Q = C \times I \times A$$

Restrictor Orifice Calculations

Proposed discharge $\leq$ 2-yr TxDOT Allowable Discharge

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.7839	0.7636	0.7496	0.743	0.7308	0.7295
b (in)	58.30	70.47	77.97	91.45	99.26	115.89
d (min)	11.04	12.60	13.38	14.79	14.85	16.50
Intensity (in/hr)	5.35	6.52	7.34	8.42	9.49	10.61

$$Q(10-TR) = 0.51 \times 7.34 \times 1.035 = 3.87 \text{ CFS}$$
$$Q(100-YR) = 0.79 \times 10.61 \times 1.035 = 8.68 \text{ CFS}$$

$$V \text{ (req.)} = 0.089 + 0.229 = 0.318 \text{ AC.-FT.} = 13,855 \text{ CU.-FT.}$$

PROD. VOLUME > REQUIRED VOLUME

8. IN EVERY CASE WHERE TRENCHES ON-SITE HAVE BEEN EXCAVATED BELOW THE SPECIFIED DEPTH FOR CLASS "B" BEDDING, THE PIPE SHALL BE LAID WITH CLASS "A" BEDDING.

LEGEND	
Curb	
Edge of Pavement	
R.O.W.	
Curb Inlet/Grate Inlet	
Junction Box (J.B.)	
Top of Pavement	TP
Top of Curb	TC
Edge of Pavement	EP
Gutter	TG
Back of Curb	BC
Natural Grade	NG
Top of Grade	TG
Match Existing Grade	M.E.G.
Flow Line	FL
Top of Junction Box	J.B. MATCH PVMT RIDGE LINE WITH HIGH POINT
	SWALE/DITCH PROPOSED GRADE EXISTING GRADE FLOW DIRECTION
	NEW STORM LINE
F.T.V	Field To Verify
LP	Light Pole
GW	Guy Wire Anchor
PVMT.	Pavement
PWP	Power Pole
SW	Side Walk
C.O.	Clean Out
	Area Drain Per Inlet (Acres)
	2-yr Flow Rate Per Inlet (CFS)
	Accum Drained Area (Acres)
	2-yr Accum Flow Rate (CFS)

PIPE / INLET



Sarab Structural & Civil, LLC
 13831 Northwest Fwy, Suite 140
 Houston Texas 77040 (832) 968-3911
 FAX: (713) 896-6365
 Firm No. F-10808

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REVISION

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3						
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DATE						
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591

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765
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AT-1
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e, TX

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W	L
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SUBJECT

PRO.

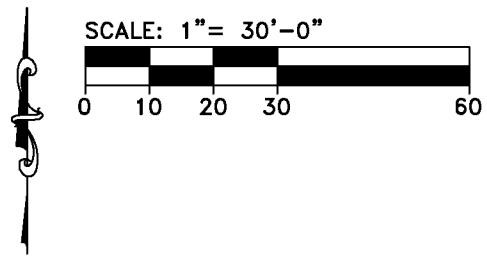
DATE:

SCALE: 1"-20'

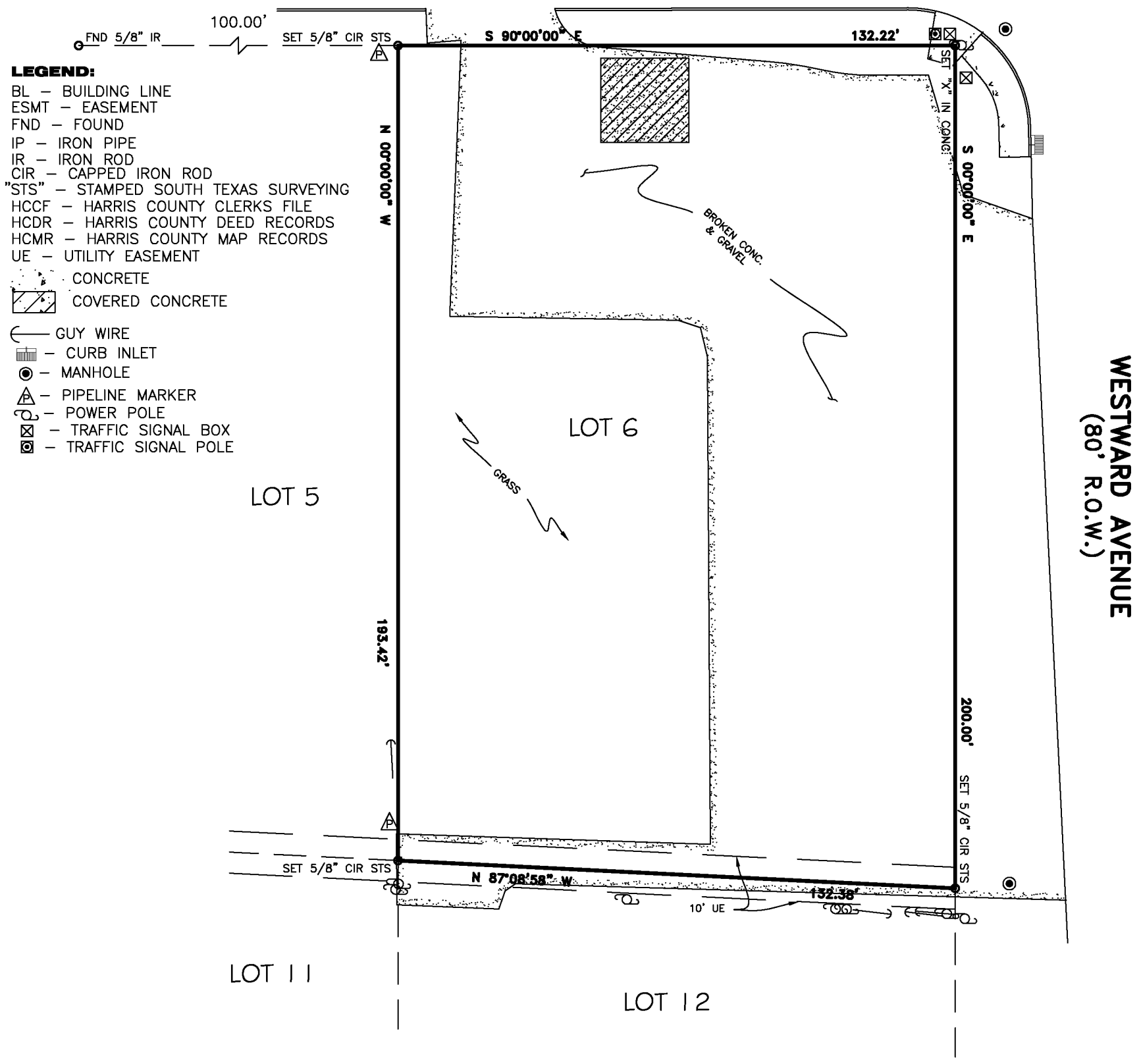
C-2

DRAINAGE	

DRAINAGE
PLAN



FM 1765
(AKA LAMARQUE-CAMP WALLACE ROAD)
(100' R.O.W.)



SURVEY OF
THE SURFACE ONLY OF LOT SIX (6), OF LAMARQUE HEIGHTS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 254-A, PG. 60 AND TRANSFERRED TO PLAT RECORD 4, MAP NO. 73.1, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

NOTES:
1. ALL BEARINGS ARE ASSUMED NONE LISTED ON THE RECORDED PLAT WITH A BEARING OF S 90°00'00" E ALONG THE RIGHT-OF-WAY LINE OF FM.1765
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, SURVEY AS SHOWN AND LEGAL DESCRIPTION AS PER AN ON THE GROUND SURVEY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY OF NO. 1767399-26FV OF STEWART TITLE GUARANTY COMPANY.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED. IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2016. ALL RIGHTS RESERVED.

SURVEYOR'S CERTIFICATION
I, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND COMPLETED ON THIS 17TH DAY OF JANUARY, 2017, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS. THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CATEGORY 1A, CONDITION II SURVEY. THIS SURVEY IS CERTIFIED FOR BOUNDARY ONLY AND FOR THIS TRANSACTION ONLY. SURVEYOR DID NOT ABSTRACT PROPERTY. EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY:

PROPERTY LIES WITHIN FLOOD ZONE "C", ACCORDING TO F.I.R.M. MAP NO. 485486 0010D, DATE 02/16/1983, BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

GF 1767399-26FV of STEWART TITLE GUARANTY COMPANY

ADDRESS: 3001 FM 1765
CITY: LA MARQUE, TEXAS ZIP: 77591
PURCHASER: GOLDEN TRIANGLE, LLC
JOB NO: 0067-17 DATE: 01-17-17 SCALE: 1"=30'-00" Key Map 737-J


Fred W. Lawton, Registered Professional Land Surveyor No. 2321




SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

MARY LOU STRICKLAND
4118 DUVAL
HOUSTON, TX 77087

Legal Description

ABST 2 PAGE 6 E 100 FT OF LOT 5 (5-1)
LA MARQUE HEIGHTS

Fiduciary Number: 24780302

Parcel Address:

Legal Acres: .4382

Account Number: 132855

Print Date: 12/04/2019 10:53:30 AM

Certificate No: 242243138

Paid Date: 12/04/2019

Certificate Fee: \$10.00 CASH

Issue Date: 12/04/2019

Operator ID: MOORE_D

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:

MOMIN NAZIM
5503 LOCKWOOD BEND LN
SUGAR LAND, TX 77479-4661

2019 Value:	19,090
2019 Levy:	\$253.20
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

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
332 CITY OF LA MARQUE
402 DRAIN DIST #2
605 COLL OF THE MAINLAND

Reference (CF) No: N/A

Issued By: # 8666 *[Signature]*

CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



Fidelity National Title
13101 Northwest Freeway, Suite 100
Houston, TX 77040

CITY PLANNING LETTER

GF#: FAHCS19003176

Through an effective date of:
November 4, 2019

Property

Address:

City/State/Zip Code: Houston, Texas 77044

Legal Description:

East 100 feet of Lot (5-1), LaMarque Heights Subdivision, Galveston County, Texas, said property being more particularly described in instrument recorded at Clerk's File Number 9738385 in the Official Deed Records of Galveston County, Texas.

Metes and Bounds:

Based on a search of the Public Records of the County of Galveston County, Texas the last instrument purporting to convey title to the land described above was:

NAZIM MOMIN, by virtue of Sheriff's Tax Deed recorded under Galveston County Clerk's File No. 2017076794.

This report hereby reports that the instruments listed below have been filed of record in the office of the County Clerk of Galveston County, Texas, and are affecting title to the property above described during the time frame as set out above:

RESTRICTIONS:

None of Record

EASEMENTS:

Utility easement 5 feet in width along the rear property line as shown by the recorded plat of said subdivision.

Houston Pipeline Company easement 5 feet in width as set forth and defined in instrument recorded in Volume 1397, Page 245 of the Deed Records of Galveston County, Texas.

Houston Pipeline Company easement 10 feet in width as set forth and defined in instrument recorded in Volume 2589, Page 718 of the Deed Records of Galveston County, Texas.



CITY PLANNING LETTER

(Continued)

LIENS:

None of Record

This report is issued for the use of and shall inure to the benefit of **Dave Strickland** and is issued in consideration of **\$324.75** paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

Fidelity National Title

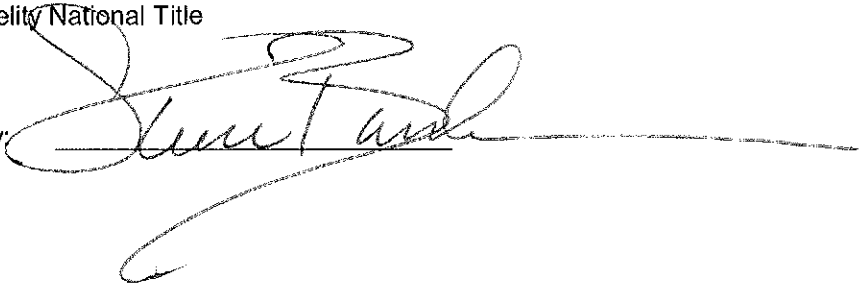
By: 



Exhibit C - LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

[Limitation Language for limitation to amount of fee paid for products]

SHERIFF'S TAX SALE DEED UNDER ORDER OF SALE

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON

§

§

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

That, whereas, by a certain Order of Sale, issued out of the District Court 405th of Galveston County, Texas, in cause numbered 10-TX-1126 and styled **GALVESTON COUNTY, ET AL vs. RAJENDRA R. PATEL, AKA DINESH R. PATEL, ET AL** on the docket of said Court, in favor of Plaintiffs/Intervenors in a certain judgment and decree of sale, rendered in said Court on June 3, 2011, and pursuant to said certain judgment an Order of Sale issued by the Galveston County District Clerk directed and delivered to me, as Sheriff of Galveston County, Texas, commanding me to seize and sell, as under execution, the premises described in said order of sale, I, Sheriff Henry Trochesstet, as aforesaid, did, on September 27, 2017, in obedience to said order of sale, seize and levy upon all the estate, right, title and interest which the said defendant(s) Rajendra T. Patel, Zackie O'Neal and Florence J. O'Neal on September 27, 2017, so had, of, in and to, and since said time had, of, in and to the premises hereafter described, and on the first Tuesday, being November 7, 2017, within the hours prescribed by law, and no request having been made by the defendant(s) that the property be divided and that only as much portion be sold as is necessary to pay the tax, penalties, interest, and costs adjudged due against the property, sold said premises at public auction in the County of Galveston at the Courthouse door thereof, in the City of Galveston, having first publicly advertised the time and place of said sale, by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale, beginning on the October 11, 2017, in the **GALVESTON DAILY NEWS**, a newspaper published in the County of Galveston, stating in said advertisement the authority by virtue of which said sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known; by posting up written notices thereof, containing a statement of the authority by virtue of which the sale is made, the time of levy, and the time and place of sale and the locality in the County, of the property to be sold, with a description thereof, at three public places in said County of Galveston, one of which said notices was posted at the door of the Courthouse of said Galveston County, in the City of Galveston, for more than twenty days successively next before the day of sale, and by delivering to the defendant(s) in execution, to the said Rajendra T. Patel, Zackie O'Neal and Florence J. O'Neal as such defendant(s) in execution, as required by law. And, whereas, at said sale the said premises were struck off to **Nazim Momin** of **5503 Lockwood Bend Ln, Sugar Land, TX 77479** for the sum of **Twenty-Six Thousand and no/100 Dollars (\$26,000.00)** being the highest bidder therefore, and that being the highest secure sum bid for the same. Further, in accordance with Texas Property Tax Code §34.0445, Successful Bidder exhibited to the officer conducting the aforementioned sale an unexpired written statement issued in the manner prescribed by Texas Property Tax Code §34.015, said statement showing the Galveston County Tax Assessor-Collector determined that there are no delinquent ad valorem taxes owed by

FILED AND RECORDED

Instrument Number: 2017076794

Recording Fee: 30.00

Number Of Pages:3

Filing and Recording Date: 12/19/2017 11:06AM

I hereby certify that this instrument was FILED on the date and time stamped hereon
and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

LEGAL DESCRIPTION

0.4382 ACRES OF LAND AND BEING LOT 5R OF LA MARQUE HEIGHTS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 4, PAGE 73 OF THE MAP RECORDS OF GALVESTON TEXAS, DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE:

COMMENCING AT A 1/2" IRON FOUND MARKING THE NORTHEAST CORNER OF LOT 6 OF SAID LA MARQUE HEIGHTS SUBDIVISION:

THENCE; S 85°56'17" W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FM 1765 (70' ROW), A DISTANCE OF 132.22' FEET TO A 1/2" INCH IROD FOUND MARKING THE NORTHWEST CORNER OF LOT 6 AND THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

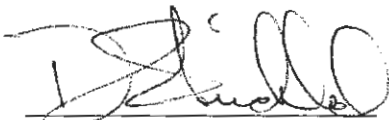
THENCE; S 03°04'43" E, ALONG THE COMMOM BOUNDARY OF LOT 5 AND LOT 6, A DISTANCE OF 193.40 FEET TO A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF LOT 6 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; N 89°28'42" W, ALONG THE COMMOM BOUNDARY OF LOT 5 AND LOT 11, A DISTANCE OF 100.12 FEET TO A 1/2" IRON FOUND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; N 03°03'43" W, CROSSING LOT 5, A DISTANCE OF 188.39 FEET TO A 1/2" IRON FOUND IN THE SOUTHERLY RIGH-OF-WAY LINE OF SAID FM 1765 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; N 86°56'17" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FM 1765, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.4382 ACRES OF LAND, MORE OR LESS.

SEE PLAT OF EVEN DATE



DAVID R. STRICKLAND, RPLS
TEXAS REGISTRATION #5124



CITY OF LA MARQUE
 "Gateway to the Gulf"
 1130 1st St. La Marque, TX 77568
 409-938-9225 S.Sutton@CityOfLaMarque.Org

Department of Development Services Board Of Adjustments Application

All property owners within 200 feet will be notified by mail. There is a 20 day appeal period after the public hearing during which no construction can be done. This application and all documentation (partial applications will not be accepted) must be returned to city hall at least 20 days prior to the hearing date.

(Warning: Filing of application stops all affected construction)

Board of Adjustments Application Request Detailed Description: NOT TO PROVIDE 25 FOOT REAR AND SIDE BUILDING SETBACK LINES

Date of Application: 03/19/20 Fee Received: _____
 Name of Agent: DAVE STRICKLAND Phone #: (281) 705-4287
 Address: 1118 DUVAL, HOUSTON, TX 77087
 Name of Owner: NAZIM MOMIN Phone #: (281) 924-4011
 Address: 5503 LOCKWOOD BEND LANE, SUGARLAND, TX 77479
 Property Description: EAST 100 FEET OF LOT 5, LA MARQUE HEIGHTS
 Property Address: 3101 FM1765
 Plot of Area Attached: ☒ Metes and Bounds Attached: ☒
 Present Zoning Designation: LIGHT INDUSTRIAL

APPLICATION CHECKLIST

- ☐ **SITE PLAN (To scale)** with existing improvements, developments, and property lines [8-1/2X11] if larger than 8-1/2X11, please fold to appropriate size)
- ☐ **SURVEY (To scale)** (2 Copies)
- ☐ **ORIGINAL CERTIFIED TAX RECEIPTS**
- ☐ **TITLE REPORT** (If land was purchased within the last 60 days)
and / or
- ☐ **PLANNING LETTER**

Submitted to Board of Adjustments: _____
 Certified Letter Notice Sent to All Property Owners Within 200 Feet. _____
APPROVED : _____ **DENIED:** _____ **OTHER:** _____
 Comments: _____

I hereby certify that I have read and examined this application and know the same to be true and correct.

APPLICANT SIGNATURE: [Signature] **DATE:** 03/19/20

ORDINANCE NO. O-2015-0027

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 71, ZONING, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, BY ADDING A NEW SECTION CREATING A THOROUGHFARE OVERLAY DISTRICT ALONG THE THOROUGHFARES OF I-45, FM 1765, AND FM 1764; PROVIDING FOR INTENT AND PURPOSES; PROVIDING FOR PRINCIPAL AND ACCESSORY USES; PROVIDING FOR SCREENING REQUIREMENTS; PROVIDING FOR MISCELLANEOUS REQUIREMENTS; AND PROVIDING FOR A SEVERABILITY CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

SECTION ONE:

That Chapter 71, Zoning, of the Code of Ordinances, City of La Marque, Texas, is hereby amended to add a new Section 71-27 to read as follows:

“Section 71-27. Thoroughfare Overlay District.

(a) Creation. There is hereby created a Thoroughfare Overlay District (TOD) in all portions of properties adjacent and within 300 feet of the following thoroughfares:

- (1) I-45 from the North city limit line to the South city limit line.
- (2) FM 1765 from Highway 146 to FM 2004.
- (3) FM 1764 from I-45 to the West city limit line.

(b) Intent and Purpose. The TOD will supersede the regulations of the underlying zoning regulations where such zones are in conflict with the TOD.

(c) Principal and Accessory Uses. No land shall be used and no structure shall be erected for, converted to or used for any principle or accessory use other than such uses that are allowed in the underlying zone.

(d) Screening Requirements.

(1) Screening walls applicable to the separation of land uses, screening of satellite dishes, trash receptacles and other items shall be provided in accordance with the requirements of the underlying zoning district, except as otherwise provided herein.

(2) Outside storage shall be screened on all sides by a solid opaque brick or stone wall of not less than six feet in height measured from the highest finished grade, constructed in accordance with general design standards of the city.

(3) Trash receptacle shall be visually screened on three sides by a solid, opaque brick or stone wall not less than six feet in height, measured at the highest finished grade. The height of the trash receptacle shall not exceed the height of the screening. Screening shall not be required on the side used for access by garbage collection services. Such side shall not face less than 45 degrees from any adjacent street. Trash receptacles already enclosed by a solid, opaque brick or stone wall of at least six feet in height measured at the highest finished grade shall not be required to provide additional screening.

(4) Any fencing in the "TOD" required or otherwise shall be a solid, brick or stone wall or wrought iron wall of not less than six feet in height, measured at the highest finished grade.

(5) Rooftop screening: Roof mounted equipment including but not limited to, storage tanks, compressor units, satellite dishes, vent stacks greater than four inches in diameter, and elevator machinery, shall be integrated into the building design and screened from view from the adjacent streets and public facilities. Rooftop screening shall use building materials similar to the facade of the building to which such items are located, to create a smooth, clean, integrated appearance. For purposes of this section, a highway or interstate frontage road shall be designated as an adjacent street. Any existing building or structure which becomes diminished 50% or more in assessed value due to fire, storms or other calamity shall, if rebuilt or repaired, be done so in compliance with this Section.

(e) Miscellaneous Requirements.

(1) All areas used for outside display or storage in conjunction with sales or rental of motor vehicles, manufactured homes, trailers or boats, regardless of whether such areas are screened from public view, shall have a concrete surface, constructed in accordance with the standards prescribed by the city.

(2) Utilities: All utilities within 200 feet of the property line, which will serve parcel, shall be installed underground, except for any transmission line or feeder lines, either existing or proposed; provided that, such transmission or feeder lines shall be located within a designated paved easement or alleyway provided by the property owner.

(3) Nothing set forth herein shall prohibit or restrict any utility company from recovering the difference between the cost of overhead facilities and underground facilities. Each utility whose facilities are subject to the provisions of this Section shall develop policies and cost reimbursement procedures with respect to the installation and extension of underground service.

(4) All new construction within the "TOD" shall meet the district standards.

(5) Any renovation of an existing building or structure which adds 50% or more assessed value to such building or structure as determined by the Building Official shall be in compliance with this Section. Any reconstruction or repair of an existing building or structure

which has been damaged by 50% or more of its assessed value as determined by the Building Official shall be in compliance with this Section.

(6) Landscaping shall cover a minimum of 15% of the of the total land area of any property.

(7) Masonry Content: Structures regardless of structure height, shall meet the following masonry requirements: 100% of the total exterior walls, front and side walls, which may be seen from any public thoroughfare, excluding doors, windows and window walls, shall be constructed of brick, stone, masonry or precast concrete panels.

(8) Area, setback, and height regulations: To provide adequate protection of the aesthetic and visual character of the thoroughfares, a minimum setback of 40 feet of all buildings, accessory buildings and structures from the property line which is adjacent to a public thoroughfare shall be required. The minimum setback requirement shall be reduced to a setback of 25 feet if parking is prohibited within said setback area.

Maximum Height	No requirement
Maximum lot coverage	65% by structures
Maximum lot coverage	85% by structures, driveways, and parking
Minimum distance	15 feet between detached structures
Minimum front yard	40 feet
Minimum lot area	10,000 square feet
Minimum lot width	80 feet
Minimum lot depth	80 feet
Minimum rear yard	25 feet or equal to the height of the building facing the rear yard, whichever is greater
Minimum side yard	25 feet or equal to the height of the building facing the side yard, whichever is greater

SECTION TWO:

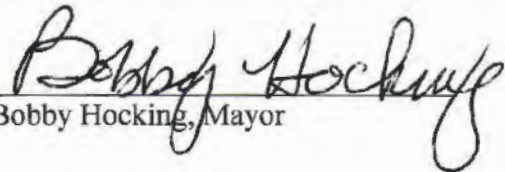
In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or

invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

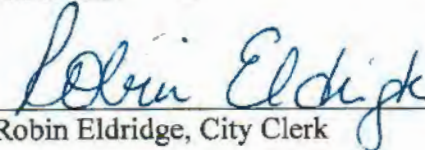
PASSED AND APPROVED on first reading this 26th day of October, 2015.

PASSED AND APPROVED on second and final reading this the 9th day of November, 2015.

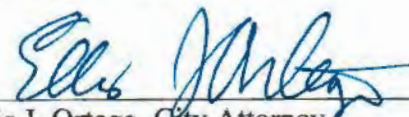
CITY OF LA MARQUE, TEXAS


Bobby Hocking, Mayor

ATTEST:


Robin Eldridge, City Clerk

APPROVED AS TO FORM:


Ellis J. Ortego, City Attorney