

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 3, 2015 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY NOVEMBER 3, 2015 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1.0 INTERVIEW CANDIDATES FOR VARIOUS BOARDS & COMMISSIONS

 ATTACHMENT 1

- 1.1 Interview candidates for openings on the Board of Adjustment and the Ethics Review Commission. (Council)

2.0 PRESENTATIONS

- 2.1 Present a proclamation declaring November 2-6, 2015 as "Municipal Courts Week." (Court)

3.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker. In accordance with the Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

- 3.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

4.0 CONSENT AGENDA - Council will discuss, consider and if appropriate, take action on the items listed below.

All consent agenda items are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member, city manager, city attorney or city secretary so requests, in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda.

📎ATTACHMENT 2

- 4.1 Approve a special events permit request by the Delta Vee Realty Company (Valentine Law Firm) for an office open house event on Saturday, November 14, 2015 from 2:00pm to 6:00pm. There are no pending items. Applicant is requesting permission to close a portion of Anders Avenue from 2:00pm to 6:00pm. (Cook)
- 4.2 Approve Quarterly Communications and Marketing Report. (Dearman) The report is available in the Office of the City Secretary and will be available at the City Council meeting.
- 4.3 Appoint Michele Glaser as a regular member to the Board of Adjustment / Building and Standards Commission, to fill a vacant position left by Julia Poston, with a term ending October 31, 2016. (Council)
- 4.4 Appoint Dr. Francine Kingston as an alternate member to the Ethics Review Commission, with a term ending October 31, 2017. (Council)
- 4.5 Approve an excused absence for Glenna Adovasio, Melissa Botkin, and O.J. Miller for the October 20, 2015 regular City Council meeting. (Hicks)

📎ATTACHMENT 3

- 4.6 Approve the minutes of the October 06, 2015 regular City Council meeting. (Hicks)

📎ATTACHMENT 4

- 4.7 Approve the minutes of the October 20, 2015 regular City Council meeting. (Hicks)

END OF CONSENT AGENDA

5.0 NEW BUSINESS - Council will discuss, consider and if appropriate, take action on the items listed below.

- 5.1 Consider approval of and/or update on the Amended and Restated Ground Lease Agreement and Memorandum of Amended and Restated Ground Lease Agreement with Crown Castle GT Company LLC and authorization to proceed with the drafting of an Ordinance. (Cook)

6.0 ROUTINE BUSINESS - Council will discuss, consider and if appropriate, take action on the items listed below.

📎ATTACHMENT 5

- 6.1 Approve the Action Items Checklist which is attached and made a part of this agenda. (Council)

📎ATTACHMENT 6

- 6.2 Establish future meeting dates and agenda items. (Council)

7.0 EXECUTIVE SESSION

The City Council will now hold a closed executive meeting pursuant to the provisions of the open meetings Act, Charter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in one or more of the following sections: Section 551.071, Consultation with Attorney; Section 551.072, Real Property; Section 551.073, Deliberation Regarding a Prospective Gift; Section 551.074, Personnel Matters; Section 551.076, Security Devices; and Section 551.087, Economic Development.

Section 551.071 and 551.072

- 7.1 Consultant with an attorney regarding legal issues and discuss the purchase, lease, or exchange of real property in closed session due to potential detrimental effect on City in negotiations with third party if conducted in open session, as provided by Sections 551.071 and 551.072 of the Texas Government Code. (Cook)

Section 551.071

- 7.2 Pursuant to Section 551.071, Texas Government Code, consult with attorney to receive legal advice regarding legal issues related to proposed lease with Crown Castle. (Cook)

8.0 OPEN MEETING

Council will reconvene in open session to allow for possible action on any of the agenda items listed above under "Executive Session".

📎ATTACHMENT 7

- 8.1 Consider approval of proposed Resolution 2015-31, "Authorization for land exchange of the current City Public Works property for the exchange of property offered by Pacific Ridge Development Company, LLC in sealed bid proposal". (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK AUTHORIZING ACCEPTANCE OF PROPERTY IN EXCHANGE FOR CITY PROPERTY, PURSUANT TO THE SEALED BID RECEIVED FROM PACIFIC RIDGE DEVELOPMENT COMPANY, LLC TO EXCHANGE CERTAIN REAL PROPERTY OF CITY CONSISTING OF APPROXIMATELY 3.4196 ACRES OUT OF THE RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF A PART OF LOTS 17 AND 18 OF RUGGLES SUBDIVISION

AS RECORDED IN VOLUME 5 AT PAGE 30 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, ("CITY PROPERTY"), AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED "CONVEYANCE DOCUMENTS", TO BE CONVEYED IN EXCHANGE FOR THE BID PROPERTY CONSISTING OF APPROXIMATELY 7.0899 ACRES LOCATED IN THE RITSON MORRIS SUVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A APRT OF LOTS 12, 13, 14, AND 15 OF RUGGLES SUBDIVISION AS RECORDED IN VOLUME 5 AT PAGE 30 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS ("PACIFIC PROPERTY"), AS MORE PARTICULARLY DESCRIBED IN THE CONVEYANCE DOCUMENTS; DETERMINING COMPLIANCE WITH APPLICABLE BIDDING PROCEDURE; DETERMINING THE PUBLIC NECESSITY AND JUST COMPENSATION FOR THE PROPERTY EXCHANGE; AUTHORIZING THE ACCEPTANCE OF THE PACIFIC PROPERTY IN EXCHANGE FOR THE CITY PROPERTY, EXECUTION OF THE CONVEYANCE DOCUMENTS, INCLUDING RELATED EASEMENTS, LEASE AND CLOSING DOCUMENTS IN THE FORM ATTACHED HERETO IN BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO COMPLEE THE SUBJECT LAND EXCHANGE, INCLUDING PAYMENT FOR ASSOCIATED DUE DILIGENCE AND CLOSING COSTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Friday, October 30, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks
City Secretary

How long have you lived in the City of Seabrook?

Name of Applicant Michele L. Glaser

If you have been a member of a Seabrook Board/Commission/Corporation before, please indicate the Board, Commission or Corporation and the approximate dates of service:

N/A

Have you ever been convicted of a crime, other than minor traffic violations?

What experience do you have that may qualify you for service on a particular Board, Commission or Corporation (i.e. licenses, degrees, and certificates)?

32 1/2 years in city government

Please list any civic or community endeavors in which you have been involved:

Texas Municipal Clerks Assoc.
State & local Chapters

I understand that applicants for board positions will be interviewed by City Council during a Council meeting. A list of typical questions is included with this application. Other questions may be asked during the interview. I will be contacted by the city secretary's office for an interview date and time.

I understand that if appointed, I must adhere to the Ethics Ordinance, including Section 2-239, that requires all members of the Board of Adjustment, EDC and Planning and Zoning Commission to complete a disclosure statement within 10 business days of appointment. (See attached.)

I agree to be bound by the Seabrook Charter, including Section 11.09, "Personal Interest" (See attached.)

I understand that State law requires that I undergo one hour of training concerning the Opening Meetings Act within 90 days of my appointment.

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Michele L. Glaser
Signature

10/22/15
Date

Return to:

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710
mglaser@seabrooktx.gov or mbrant@seabrooktx.gov

This application will remain on file for one year.

OFFICE USE ONLY

Date Submitted 10/22/15 Received by: Meredith Brant Date(s) Interviewed 11-3-15
Comments: _____

Date Appointed: _____

CITY OF SEABROOK DISCLOSURE FORM
FOR CERTAIN ELECTED AND APPOINTED OFFICIALS

In accordance with City of Seabrook Ordinance No. 2001-30, adopted and approved by City Council on December 18, 2001, and as codified as Article II, Section 2-239 of the Seabrook City Code, certain employees, and members of specific City boards and committees must complete a disclosure statement showing all property interests, stock ownership, and contributions. All information should be printed legibly in blue or black ink or typed. Each page (including additional pages if needed) shall include the official's name, date and page number. All information shall be identified as answering questions "a", "b" or "c". Upon completion, this form is to be signed before a Notary Public and submitted to the city secretary's office.

FOR EMPLOYEES OR COMMITTEE MEMBERS, AS DESCRIBED IN ORDINANCE NO. 2001-30: This information is due within ten (10) business days following appointment and within ten (10) business days of the acquisition of any additional property interests as described above. Failure to comply with this requirement constitutes cause for removal from a committee or board appointment, or disciplinary action of covered employees. To determine who is a board or committee member, or an employee who must complete this form, refer to the Seabrook City Code, Article II, Section 2-239 (Ord. No. 2001-30).

OFFICIAL'S NAME: Michele L. Glaser

OFFICE HELD: BOA (candidate)

DATE: 10/22/15

PERMANENT RESIDENCE ADDRESS (Street Address and Apartment Number, if applicable. If none, describe location of residence (do not include P.O. Box or Rural Rt.)

1752 Florida Drive
Seabrook TX 77586

TOTAL NUMBER OF PAGES OF DISCLOSURE INFORMATION FORM: _____

Disclosure Information Form

Printed Name of City Official: Michele Glaser Date: 10/22/15

- A. List all property owned or held in trust within the city limits and extraterritorial jurisdiction of the City. Include legal description, location (address), size (general dimensions) and current use. This includes property that which you own outright, under a mortgage, is leased, held in trust, or properties that are owned, leased, or held in trust by your spouse or dependent children. Attach additional pages if needed. If none, please state "none".

1752 Florida Drive
Seabrook 77586

Disclosure Information Form

Printed Name of City Official: Michele L Glaser **Date:** 10/22/15

- B. List the dollar amount and identify by name and address the source of all fees, salaries, or gifts of value exceeding twenty-five dollars (\$25.00) received from companies or individuals under contract with the City during the twelve-month period prior to filing for public office or appointment. Attach additional pages if needed. **If none, please state "none".**

None

Disclosure Information Form

Printed Name of City Official: Michele L. Glaser Date: 10/22/15

- C. List ownership of any stock in companies under contract to the City if your ownership exceeds two (2) percent of the company's outstanding stock. Attach additional pages if needed. If none, please state "none".

None

AFFIDAVIT

I, Michele L. Glaser understand the requirements listed in the Seabrook City Code, Article II, Section 2-239, "Disclosure" and I have completed this form in accordance with these provisions. I swear that the disclosure information listed above or as attached on separate pages is true and correct.

Michele L. Glaser
Signature of Official

Sworn to and subscribed before me this 22 day of October, 20 15.



Meredith Brant
Signature of Officer Administering Oath

Meredith Brant/Asst. City Secretary
Name and Title of Officer Administering Oath

**CITY OF SEABROOK
BOARDS/COMMISSION/CORPORATIONS
APPLICATION AND INFORMATION STATEMENT**

QUALIFICATIONS FOR APPOINTMENT TO THE CITY OF SEABROOK BOARDS/COMMISSIONS/CORPORATIONS ARE AS FOLLOWS:

- You have been a resident of Seabrook for at least six months prior to the date of appointment. (One year for appointment to the P&Z Commission and Board of Adjustment.)
- You are a qualified City of Seabrook voter at the time of appointment. Certification # 1119687800
- You have no felony conviction for which you have not been pardoned.
- You are not an adversary party to pending litigation against the City.
- You are not in arrears on any city taxes, water service charges or other obligations owed the City.

Please number the Boards/Commissions/Corporations you wish to serve on in order of preference. Please do not select more than three (3) boards on which you wish to serve.

Board of Adjustment/Building Standards _____ Civil Service Commission _____
 EDC _____ Ethics Review Commission X(1) Open Space & Trails Commission _____
 P&Z Commission _____

ALL INFORMATION ON THIS APPLICATION WILL BECOME PUBLIC RECORD.

NAME: Francine Kingston
 HOME ADDRESS: 2114 Oceanview Dr.
 HOME PHONE: Ø CELL PHONE: 713-249-5654
 E-MAIL ADDRESS: fkingston@comcast.net
 DAY TIME PHONE: 713-500-2130
 PROFESSION: Assistant Professor of Nursing
 BUSINESS NAME AND ADDRESS: University of Texas Health Science Center at Houston
6901 Bertner Ave Houston, TX 77030

PERSONAL REFERENCES:

Name	Address	Daytime Phone #
Myrtle Williams	2706 Plantation Wood Ln. Missouri City 77459	713-962-9970
Mary Ann Hoffmans	27 Lochburg Dr. Spring TX 77379 (in process of moving)	832-229-6895
How long have you lived in the City of Seabrook?		<u>25 years</u>

Name of Applicant Francine Kingston

If you have been a member of a Seabrook Board/Commission/Corporation before, please indicate the Board, Commission or Corporation and the approximate dates of service:

NA

Have you ever been convicted of a crime, other than minor traffic violations?

NO

What experience do you have that may qualify you for service on a particular Board, Commission or Corporation (i.e. licenses, degrees, and certificates)?

RN, doctorate in Public Health.

Strong background in ethical decision-making; Teach ethical principles to nursing staff at Texas Children's Hospital 23 yrs and currently to nursing students. Advocate for the Protection of Human Subjects on Baylor's IRB for 5 yrs & currently on UT CPHS.

Girl Scouts of San Jacinto Troop leader late '90's to 2000's

Rare Pearls Girls Mentoring Foundation Education Committee

I understand that applicants for board positions will be interviewed by City Council during a Council meeting. A list of typical questions is included with this application. Other questions may be asked during the interview. I will be contacted by the city secretary's office for an interview date and time.

I understand that if appointed, I must adhere to the Ethics Ordinance, including Section 2-239, that requires all members of the Board of Adjustment, EDC and Planning and Zoning Commission to complete a disclosure statement within 10 business days of appointment. (See attached.)

I agree to be bound by the Seabrook Charter, including Section 11.09, "Personal Interest" (See attached.)

I understand that State law requires that I undergo one hour of training concerning the Opening Meetings Act within 90 days of my appointment.

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Francine Kingdon
Signature

Signature

10-6-15
Date

Date _____

Return to:

Michele L. Glaser, City Secretary
1700 First St.; Seabrook, TX 77586
(281)291-5663; FAX (281)5710

mqlaser@seabrooktx.gov or mbrant@seabrooktx.gov

This application will remain on file for one year.

OFFICE USE ONLY

Date Submitted ___/___/___ Received by: _____ Date(s) Interviewed _____

Comments:

Date Appointed: _____

**CITY OF SEABROOK
PARADE, CARNIVAL, SHOW, FESTIVAL,
SPECIAL OR COMMUNITY EVENT
APPLICATION**

Date of Application: 10/27/2015 Name of Applicant: Michael Valentine & Anne Hostetter

Full Address of Applicant: 1210 Bayport Blvd Seabrook TX 77586

Day Time Phone (281) 291-9765 Night time phone (765) 712-1161

e-mail address: anne@valentine.org

Name of Organization, Firm or Corporation on whose behalf this application is made:
Delta Vee Realty

Address of Organization (if different from above): (same)

City _____ State _____ Zip Code _____

Phone Number of Organization (if different from above): (same)

Is the organization recognized as a non-profit organization for tax purposes? no

Requested Date(s) and Times of the Event:
November 14, 2015 from 2:00pm to 6:00pm.

Location of the Event: Delta Vee Realty Office (1210 Bayport Blvd.)

Will any portion of this event be held on city property? If so, where?
On Anders Ave. (street next to our office)

Note: If you will hold the event in a city park or facility, you must also complete an additional application to use city facilities.

Give a brief description of the event: We are hosting an office open house. We will offer a tour of our historic office & light refreshments while promoting our business.

Estimated No. of Workers 2-4 Estimated No. of Attendees unknown, however many stop by. Not many at a time expected.

Will the event be held in a parking area? no If so, how many parking spaces will be temporarily lost? _____

How many parking spaces are you providing for the event? none

Will alcohol be served? no If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? no

Do you want to display temporary signs or banners to advertise this event? yes

Number of signs for this event 1 Complete the sign permit application attached to the packet. **Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.**

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): N/A

Estimated number and kind of animals to be used: _____

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams:

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

Szwaryta
Print name
Police Department Representative

10-28-15
Date Approved

[Signature]
Signature
Police Department Representative

Comments: 1 officer 1 ZP to RP @
Roadway cones Set up by City

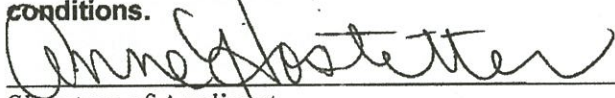
I have enclosed the following items as part of my application and have initialed each relevant item:

1. ✓ completed applications form including approval by the Seabrook Police Department.
2. N/A If the event is to be held on city property, an additional application for the use of city facilities.
3. pending Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.

4. N/A If event is a parade a deposit fee of _____ is included. Deposits are not waived.
5. ✓ A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)
6. N/A For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
7. N/A For parades, a map showing the parade route is attached.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.



Signature of Applicant

Anne Hostetter

Printed Name of Applicant

10/27/2015

Date Submitted

FOR OFFICE USE ONLY	
 Reviewed by City Secretary	<u>10-29-15</u> Date
If applicable: Fire Marshal notified <u>N/A</u> Building Official Notified <u>✓</u> City Mgr <u>✓</u>	
This application has been reviewed by the Seabrook City Council on <u>11-3-15</u> and has been APPROVED DENIED.	
The following conditions are placed upon this event: _____	

The City Council of the City of Seabrook met in regular session on Tuesday, October 06, 2015 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON – Ex. Abs.	MAYOR PRO TEM &
	COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
GLENNA ADOVASIO	COUNCIL PLACE NO. 5
O.J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
STEVE WEATHERED	CITY ATTORNEY
ROBIN HICKS	CITY SECRETARY

Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas Pledge of Allegiance.

1.0 PRESENTATIONS

1.1 Proclamation for National Domestic Violence Awareness Month presented to Bay Area Turning Point. (Royal)

Mayor Royal read the proclamation, and introduced Shannon Nevol from the Bay Area Turning Point. Ms. Nevol, Violence Prevention Coordinator, thanked the Council and announced Bay Area Turning Point has served 201 victims. Ms. Nevol gave Council a letter of thanks and had a photo taken with the Mayor.

1.2 Recognition of Seabrook Volunteer Fire Department Member for his dedication to the community, attentiveness, and compassion in locating and re-uniting a local youth with his family. (Gutaker)

Chief Gutaker explained that on September 29, the Seabrook Volunteer Fire Department (SVFD) was dispatched to assist in locating an 11 year old boy. On his way home, and off-duty, Thomas Sustaita received the description of the boy, and started looking for him. Thomas eventually sees a boy fitting the description, pulls over to speak with the boy, and discovers he is the missing 11 year old. Thomas' dedication, alertness, and compassion exemplify what it means to be a fire fighter.

**1.3 Presentation of Seabrook Volunteer Fire Department (SVFD) quarterly report.
(Gutacker)**

John Kasbaum, President, presented the report to Council. There have been 649 calls for service with 528 in Seabrook and 62 in El Lago. The remaining calls were for mutual aid. Response time has averaged 4 minutes, 36 seconds for first-responder calls and 5 minutes, 32 seconds for fire related calls. SVFD personnel contributed more than 4,370 documented response-hours, which doesn't include training time, etc. SVFD anticipates closing the fiscal year with less than \$10,000 over budget by managing spending and receiving grants and donations (roughly \$25,000 in donations last year). Overall the budget was balanced. SVFD met with Pierce for pre-build on the new fire engine. Final pre-build updates should be complete in October for configuration, and the anticipated delivery date is early 2nd quarter of 2016. There are 48 total SVFD volunteer members with two currently enrolled in the fire academy and two who completed the academy in May. A paid administrator works 20 hours per week to help with clerical duties. There is no shortage of fire fighters, but additional volunteers, especially those with experience, are welcome. There is a shortage of auxiliary volunteers. This is a pretty strong need at the moment, with only 3 or 4 auxiliary volunteers who are active at this time.

**1.4 Presentation of Quarterly Report by the Open Space and Trails Committee.
(Burton)**

Helen Burton, Chairperson of the Open Space and Trails Committee, stated the committee has been working with staff on several different signs at different locations for various purposes, including: emergency (9-1-1) signs, one at each park, that are color coded, can be found on Google Maps, and are easily located by the Police Department using a GIS system; signs to ask that people stay off the marsh grass; a sign to show the location of Pine Gully Park; and signs citing violations for no leashes on pets, alcohol use, firearms use, and motor vehicle use on trails. In addition to the signs, there will be a fence built between the trail and the marshland by the cemetery to try to keep people from going onto the marsh grass. Mohrhusen Park has had some changes, including a new trash can with an ashtray for smokers, a new opening from the park to the parking lot next to the community building, the bench has been moved to the other side of the park, and the irrigation system is now working. More trees will be planted at Pine Gully Park on November 7, if anyone would like to volunteer to help. The new trees will be located between the new training facility and the wildlife park. Two of the most active volunteers have resigned, and one new volunteer application is being processed. The Open Space and Trails Committee will be hosting a staff and volunteer appreciation luncheon on October 21 at Caruthers. Finally, the Committee has been working with a Girl Scout who would like to raise fund to replace some of the old, worn out benches in the parks with benches made from recycled material that should last for years and years. She will be having a fundraising concert in February at the Community House.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Barbara Koslov with the Bay Area Houston Transportation Partnership spoke about Proposition 7, a constitutional amendment for more funding for transportation. She asked the Council to consider approving a resolution in support of Proposition 7. More funding for transportation is needed because 1200 people are moving to Texas daily, which has increased the total population by 125% and the use of Texas highways by 238%. Although Texas has the largest highway system in the country, the highway capacity has only been increased by 19%. Ms. Koslov asked that everyone please vote for Proposition 7 on November 3.

2.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

Councilmember Giangrosso announced several upcoming events, including a tree planting event on November 7 and Celebration Seabrook on November 14.

3.0 SPECIFIC PUBLIC HEARING(S)

3.1 Conduct the second of two required public hearings on the 2015 proposed tax rate of \$0.612611 per \$100 taxable value. The first public hearing was held on September 22, 2015 at 6:30 p.m. at Seabrook City Hall. The Seabrook City Council will vote on the proposed tax rate at a regularly scheduled City Council meeting on October 20, 2015 at 7:00 p.m. at City Hall. (Cook/Lab)

Mayor Royal opened the public hearing. No person came forward to speak, and Mayor Royal closed the public hearing.

4.0 CONSENT AGENDA

4.1 Approve, on second and final reading, proposed Ordinance 2015-15 "Establish a Water Rate Stabilization and Capital Reserve Fund." (Lab)

AN ORDINANCE ESTABLISHING A WATER RATE STABILIZATION AND CAPITAL RESERVE FUND TO PROTECT THE CITY AND ITS CUSTOMERS FROM SPIKES IN WATER RATES DUE TO VOLATILE WATER CONSUMPTION AND TO PROVIDE FUNDING FOR FUTURE WATER CONTRACT NEGOTIATIONS AND/OR CAPITAL INFRASTRUCTURE NEEDS ASSOCIATED WITH WATER SUPPLY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

4.2 Approve Resolution 2015-26, "Designation of a Representative and Alternate for the Houston-Galveston Area Council 2016 General Assembly." (Council)

A RESOLUTION FORMALLY APPOINTING AND DESIGNATING MAYOR GLENN R. ROYAL AS REPRESENTATIVE AND MAYOR PRO TEM GARY JOHNSON AS ALTERNATE TO THE H-GAC 2016 GENERAL ASSEMBLY AS APPROVED BY CITY COUNCIL ON JUNE 2, 2015.

4.3 Approve an Interlocal Agreement with Harris County in the amount of \$6,334.56 for a 12 month period effective on September 1, 2015 to provide the City of Seabrook with administration and implementation of a regional watershed protection program to meet state and federal requirements (MS4 permit). (Chairez)

4.4 Approve the reappointment of Carl Kuehnelt and Barbara Clemmons as regular members to the Ethics Review Commission for a two-year term which will expire October 31, 2017, and approve the revision of the term for Jared Kelly, as a regular member, to expire October 31, 2017. (Hicks)

4.5 Approve an event permit for the Texas Cyclones Cross Country Meet on Sunday, October 18, 2015 from 2:00 p.m. until 6:00 p.m. at Meador Park. (Hicks)

4.6 Approve the minutes of the September 22, 2015 special City Council meeting. (Hicks)

4.7 Approve an excused absence for O.J. Miller for the September 22, 2015 regular City Council meeting. (Hicks)

Motion was made by Councilmember Botkin and seconded by Councilmember Llorente

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

5.0 NEW BUSINESS

5.1 Consider approval of an Interlocal Agreement with Harris County, Precinct 2, for the donation and acceptance of a long reach Slope Mower. (Chairez)

Arthur Chairez, Director of Public Works, explained that a year ago Precinct 2 approached the City about the donation. The County is outsourcing mowing to a contractor; therefore, they are disposing of most of their inventory of equipment. The City has asked the County to borrow the slope mower in the past to mow hard to reach places, so the County reserved one of the slope mowers, and asked if the City could use it. Staff has inspected the mower and it is in good condition. It will be used for hard to reach mowing, and serve as a backup mower, should other equipment go out of service.

Motion was made by Councilmember Llorente and seconded by Councilmember Adovasio

To approve an Interlocal Agreement with Harris County, Precinct 2, for the donation and acceptance of a long reach Slope Mower.

MOTION CARRIED BY UNANIMOUS CONSENT.

6.0 ROUTINE BUSINESS

6.1 Approve the Action Items Checklist which is attached and made a part of this agenda. (Council)

Gayle Cook, City Manager, announced that staff continued to have monthly meetings with TXDOT on the Hwy 146 expansion, and the next meeting will be mid October. Mayor Royal confirmed there is dialogue occurring between TXDOT and Union Pacific.

Strategic plan – Updated information on the Celebration Seabrook Festival will be given after November 4.

Projects – Everything is moving along on the Public Works complex. Staff is meeting with the architects, and the project will go to bid in October for construction. The fiber optics is on target. The splash pad is underway on Repsdorph. The fire department will update Council on the new fire engine soon. The Christmas decorations were delivered today.

Motion was made by Councilmember Miller and seconded by Councilmember Llorente

To approve the Action Items Checklist

MOTION CARRIED BY UNANIMOUS CONSENT.

6.2 Establish future meeting dates and agenda items. (Council)

The next regular Council meeting will be October 20. Staff would like to post an agenda for a joint meeting with the Comprehensive Master Plan Review Commission, SEDC, and the Planning and Zoning Commission for October 20, at 6:00p.m.

7.0 EXECUTIVE SESSION – go into session at 7:58

At 7:58 p.m. Mayor Royal announced that the City Council will now hold a closed executive meeting pursuant to the provisions of the Open Meetings Act, Chapter 551 Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.071, Consultation with an Attorney.

Section 551.071

7.1 Consult with an attorney to receive legal advice, as provided pursuant to Section 551.071 Texas Government Code, regarding legal issues associated with recently adopted statutes concerning regulation of firearms. (Cook)

8.0 OPEN MEETING

At 8:25 p.m. Mayor Royal reconvened the meeting in open session and stated that item 7.1 had been discussed, but that no action had been taken in executive session.

8.1 Consider and authorize approval or action on legal issues associated with recently adopted statutes concerning regulation of firearms. (Cook)

No action taken was taken on Item 8.1 in open session.

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:26 p.m.

Approved this 3rd day of November 2015.

Glenn R. Royal
Mayor

Robin Hicks, TRMC
City Secretary

The City Council of the City of Seabrook met in regular session on Tuesday, October 20, 2015 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM &
	COUNCIL PLACE NO. 3
MELISSA BOTKIN - Ex. Abs.	COUNCIL PLACE NO. 4
GLENNA ADOVASIO - Ex. Abs.	COUNCIL PLACE NO. 5
O.J. MILLER - Ex. Abs.	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
STEVE WEATHERED	CITY ATTORNEY
ROBIN HICKS	CITY SECRETARY

Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas Pledge of Allegiance.

1.0 PRESENTATIONS

1.1 Recognition of the Finance Department for receiving a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)

Mayor Royal presented the Certificate of Achievement to Pam Lab, Director of Finance, and Michael Gibbs, Assistant Director of Finance. The Mayor explained that this award was given because the Finance Department has worked very hard to produce and provide clear, open records, made available to the public. Ms. Lab explained this is Seabrook's 35th consecutive Certificate of Achievement for Excellence.

1.2 Recognition of the seven Police Department Officers who participated in National Night Out. (Wright)

Police Chief, Sean Wright, announced that National Night Out was outstanding this year, with seven officers being available to talk one-on-one with citizens. This event enables members of the community to see officers face-to-face so that people know who the officers are and what they do. Chief Wright recognized the seven officers who participated in this year's National Night Out as: Animal Control Officer Dwayne Vansalous; Officer Anthony Jambrick; Telecommunications Operator/Dispatcher Alana Rohlf; Officer James Hill; Officer Jason Smith, Sgt. David Imbrie, and Lt. Bryan Brand (not present).

1.3 Introduce and hold a badge ceremony for newly promoted Lieutenant Robert Gonzales. (Wright)

Chief Wright introduced Lt. Gonzales and stated he is a pillar of the community, and his promotion is well deserved. Lt. Gonzales then spoke and pointed out that his best friends and family were in the audience to support him. He stated that Seabrook is doing great things and he will continue to do his best while working in and for Seabrook.

5.3 At Mayor Royal's request, this item was moved up in the agenda from new business to presentations: Update City Council on EDC selection of Business of the Year.

Paul Chavez, Director of Economic Development, stated the Seabrook Economic Development Corporation (SEDC) board unanimously nominated Maas Nursery as Seabrook Business of the Year. Maas Nursery is a character business that has a long standing history in the community and has contributed to and impacted Seabrook for many years. Jim Maas, owner of Maas Nursery, explained that Maas Nursery has been around for longer than the city's been incorporated, pre-dating the zoning ordinances. One of the fun things Maas Nursery has started is a monthly prayer session in the garden at 7:45a.m. on Saturday morning. Mr. Maas shared that there have been between 40 and 50 people who have participated in the Saturday morning prayer sessions. Councilmember Giangrosso added that Maas has good, quality inventory, and there is always something new. Mayor reiterated that Maas Nursery is a part of the fabric of Seabrook, and it is an honor that Maas Nursery is here.

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Ray Cook, 1817 Wallington Lane, recently retired Fire Chief, spoke to say thank you to City Council and Staff, for the work and cooperation between the City and the Fire Department during the years that he was Fire Chief. Chief Cook stated that it's been an incredible honor working for Seabrook, and he has enjoyed it. Chief Cook's wife, Trish, also thanked Council and staff for their support.

2.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

Councilmember Mike Giangrosso announced several upcoming events including Red Ribbon Week, the Ed White Elementary Fall Festival, the Bay Elementary Bayfest Carnival, and Celebration Seabrook.

3.0 SPECIFIC PUBLIC HEARING(S)

3.1 Proposed Ordinance No. 2015-20, "Amendment to the Official Zoning Map to Rezone 6.322 Acres of Land east of Old Highway 146 and immediately north of Red Bluff Road from C-2 to R-2." (Applicant)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE PROPERTY LOCATED ON 2800 NASA PARKWAY, TRACT 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM DENSITY DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

This item was removed from the agenda due to a clerical error in the ordinance caption. The public hearing notice will be re-published and a public hearing will take place on November 17, 2015.

4.0 CONSENT AGENDA

4.1 Approve proposed Resolution No. 2015-30 "Updating Water and Wastewater Utility Rates". (Lab)

A RESOLUTION UPDATING WATER AND WASTEWATER UTILITY RATES EFFECTIVE WITH THE OCTOBER 15 - NOVEMBER 15, 2015 BILLING CYCLE FOR THE CITY OF SEABROOK. THIS RESOLUTION REPLACES RESOLUTION NO. 2015-04 WHICH WAS APPROVED ON FEBRUARY 17, 2015

4.2 Approve proposed Resolution 2015-29, "Support of Proposition 7, a Constitutional Amendment for Increased State Funding for Transportation." (Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING PROPOSITION 7, A CONSTITUTIONAL AMENDMENT FOR INCREASED STATE FUNDING FOR TRANSPORTATION.

4.3 Approve proposed Resolution 2015-28, "Committing Fund Balance". (Lab)

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS, ESTABLISHING COMMITTED FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF \$1,600,000 IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT 54 AND CITY OF SEABROOK RESOLUTION NO. 2011-15, ESTABLISHING FUND BALANCE POLICY

4.4 Approve proposed Resolution 2015-27, "Adoption of the City's Investment Policy" (Lab)

A RESOLUTION ADOPTING THE INVESTMENT POLICY FOR THE CITY OF SEABROOK IN ACCORDANCE WITH STATE LAW AND THE PUBLIC FUNDS INVESTMENT ACT (PFIA)

4.5 Removed from the Consent Agenda by City Manager, Gayle Cook.

4.6 Approve quarterly Investment Report for 4th quarter 2014-15 as required by the Public Funds Investment Act. (Lab)

4.7 Approve Monthly Public Safety Report for September 2015. (Wright)

4.8 Approve Monthly Building Department Report for September, 2015. (Landis)

4.9 Removed from the Consent Agenda by City Manager, Gayle Cook.

4.10 Approve an excused absence for Gary Johnson for the October 06, 2015 regular City Council meeting. (Hicks)

Motion was made by Councilmember Johnson and seconded by Councilmember Giangrosso

To approve the Consent Agenda with the exception of Items 4.5 and 4.9.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.5 Approve authorization for the City Manager to sign and execute agreement(s) with Centerpoint Energy in an amount not to exceed \$3,500 for the installation of equipment on street light poles along Main Street for Christmas Decorations upon legal review. (Cook)

Gayle Cook, City Manager, stated she did not have the final amount when this item was placed on the agenda, but had gotten the final total today, which will be \$3500. The City will purchase the adapter and extension cords, and Centerpoint will install the adapter, and then uninstall at the end of the season. Approval of an amount that will allow for contingencies is preferable.

Motion was made by Councilmember Llorente and seconded by Councilmember Giangrosso

To approve authorization for the City Manager to sign and execute agreement(s) with Centerpoint Energy in an amount not to exceed \$4,000 for the installation of equipment on street light poles along Main Street for Christmas Decorations upon legal review.

MOTION CARRIED BY UNANIMOUS CONSENT.

4.9 Approve a Special Event Permit for Crossfit Unity for the use of City Pool parking lot, Miramar Park, and Meador Park for a competition event on December 12, 2015. (Cook)

Gayle Cook, City Manager, stated this item was placed on the agenda before the insurance and fee were received. Staff has reviewed the application and has worked out any concerns with the applicant. In the future, agenda captions will note that insurance and fee or any other items are pending.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Llorente

To approve a Special Event Permit for Crossfit Unity for the use of City Pool parking lot, Miramar Park, and Meador Park for a competition event on December 12, 2015, pending receipt of insurance and fees

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 NEW BUSINESS

5.1 Consider approval of Ordinance 2015-21 on first and final reading, "Tax Ordinance". Required public hearings on the tax rate were held on September 22 and October 6, 2015. (Lab)

Four separate motions are required: 1) To approve a tax rate of 42.3456 cents per \$100.00 valuation of assessed property for operations and maintenance; 2) To approve a tax rate of 18.9155 cents per \$100.00 valuation of assessed property for the interest and sinking fund; 3) To approve that the property tax rate be increased by the adoption of 61.2611 cents per \$100.00 valuation which is effectively a 5.43 percent increase in the tax rate; and 4) To approve proposed Ordinance No. 2015-21, "Tax Ordinance" on first and final reading with the reading of the caption serving as the reading of the ordinance and requiring a record vote. (Cook)

AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF SEABROOK, TEXAS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.

- 222 1. Motion was made by Councilmember Johnson and seconded by Councilmember
223 Llorente

224
225 To approve a tax rate of 42.3456 cents per \$100.00 valuation of assessed property for
226 operations and maintenance

227
228 MOTION CARRIED BY RECORD VOTE:

229
230 Robert Llorente – aye
231 Mike Giangrosso – aye
232 Gary Johnson – aye
233 Mayor Glenn Royal – aye
234

- 235 2. Motion was made by Councilmember Johnson and seconded by Councilmember
236 Llorente

237
238 To approve a tax rate of 18.9155 cents per \$100.00 valuation of assessed property for
239 the interest and sinking fund

240
241 MOTION CARRIED BY RECORD VOTE:

242
243 Robert Llorente – aye
244 Mike Giangrosso – aye
245 Gary Johnson – aye
246 Mayor Glenn Royal – aye
247

- 248 3. Motion was made by Councilmember Johnson and seconded by Councilmember
249 Llorente

250
251 To approve that the property tax rate be increased by the adoption of 61.2611 cents
252 per \$100.00 valuation which is effectively a 5.43 percent increase in the tax rate

253
254 MOTION CARRIED BY RECORD VOTE:

255
256 Robert Llorente – aye
257 Mike Giangrosso – aye
258 Gary Johnson – aye
259 Mayor Glenn Royal – aye
260
261
262
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264
265

- 266 4. Motion was made by Councilmember Johnson and seconded by Councilmember
267 Llorente
268

269 To approve proposed Ordinance No. 2015- 21, "Tax Ordinance" on first and final
270 reading with the reading of the caption serving as the reading of the ordinance and
271 requiring a record vote
272

273 MOTION CARRIED BY RECORD VOTE:
274

275 Robert Llorente – aye
276 Mike Giangrosso – aye
277 Gary Johnson – aye
278 Mayor Glenn Royal – aye
279

- 280 5.2 Consider approval on first reading of proposed Ordinance No. 2015-
281 20, "Amendment to the Official Zoning Map to Rezone 6.322 Acres of Land east of
282 Old Highway 146 and immediately north of Red Bluff Road from C-2 to R-2."
283 (Applicant)
284

285 AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY
286 OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF
287 ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2,
288 "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY
289 REZONING THE PROPERTY LOCATED ON 2800 NASA PARKWAY, TRACT
290 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN
291 THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2
292 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM
293 DENSITY DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED
294 TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS
295 RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN
296 AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY
297 PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL
298 ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN
299 CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.
300

301 This item was removed from the agenda due to a clerical error in the ordinance caption.
302 The public hearing notice will be re-published and a public hearing will take place on
303 November 17, 2015.
304

- 305 5.3 At Mayor Royal's request, this item was moved up in the agenda from new business
306 to presentations: Update City Council on EDC selection of Business of the Year.
307
308
309
310

6.0 ROUTINE BUSINESS

6.1 Approve the Action Items Checklist which is attached and made a part of this agenda. (Council)

Gayle Cook, City Manager, stated there are no updates on TXDOT and Highway 146 at this time. Staff is still working on the documentation for the Public Works complex. The splash pad is almost completed, and another pedestrian walk will be added. The fiber optics project is proceeding on time, and the Fire Department will send updates and pictures of the new fire truck soon.

Motion was made by Councilmember Giangrosso and seconded by Councilmember Johnson

To approve the Action Items Checklist.

MOTION CARRIED BY UNANIMOUS CONSENT.

6.2 Establish future meeting dates and agenda items. (Council)

There will be a Joint Meeting on November 17, at 6:00pm, with the Comprehensive Master Plan Review Commission, the Planning & Zoning Commission, and the Economic Development Corporation. The ordinance for the rezoning that was removed from tonight's agenda will be on the November 17 City Council agenda.

7.0 EXECUTIVE SESSION

At 7:32 p.m. Mayor Royal announced that the City Council will now hold a closed executive meeting pursuant to the provisions of the Open Meetings Act, Chapter 551 Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in Section 551.072, Real Estate.

Section 551.072

7.1 Discuss the purchase, lease, or exchange of real property in closed session due to potential detrimental effect on City in negotiations with third party if conducted in open session, as provided by Section 551.072 of the Texas Government Code. (Cook)

8.0 OPEN MEETING

At 8:21 p.m. Mayor Royal reconvened the meeting in open session and stated that item 7.1 had been discussed, but that no action had been taken in executive session.

8.1 Consider and take action on or authorize approval of the purchase, lease, or exchange of real property, as provided by Section 551.072 of the Texas Government Code. (Cook)

Motion was made by Councilmember Llorente and seconded by Councilmember Johnson

To table item 8.1 at the request of Council.

MOTION TO TABLE CARRIED BY UNANIMOUS CONSENT.

Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:22 p.m.

Approved this 3rd day of November 2015.

Glenn R. Royal
Mayor

Robin Hicks, TRMC
City Secretary

ACTION ITEM CHECK LIST STATUS

#		STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	City Council RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
23		OPEN/IN WORK	11/4/2014			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	
30		OPEN/IN WORK	11/18/2014			Staff			4.2	Provide periodic updates of Strategic Plan	
32		OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic project updates	

November 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 City Council regular meeting 7:00pm	4	5 Open Space & Trails 5:00pm	6	7 Tree planting at Pine Gully
8	9	10	11	12 EDC 7:00pm	13	14 Celebration Seabrook
15	16	17 City Council joint meeting 6:00pm City Council regular meeting 7:00pm	18	19 Planning & Zoning 7:00pm	20	21
22	23	24	25	26 Thanksgiving	27 Thanksgiving	28
29	30					

December 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<i>1</i> City Council Regular meeting 7:00pm	<i>2</i>	<i>3</i> Christmas on Main Tree Lighting 7:00pm Open Space & Trails 5:00pm	<i>4</i>	<i>5</i> Breakfast with Santa 9:00am-11:00am
<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i> EDC 7:00pm	<i>11</i>	<i>12</i>
<i>13</i>	<i>14</i>	<i>15</i> City Council Regular meeting 7:00pm	<i>16</i>	<i>17</i> Planning & Zoning 7:00pm	<i>18</i>	<i>19</i>
<i>20</i>	<i>21</i>	<i>22</i>	<i>23</i>	<i>24</i> Christmas Holiday	<i>25</i> Christmas Holiday	<i>26</i>
<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>		

CITY OF SEABROOK
RESOLUTION 2015-31

**AUTHORIZATION FOR LAND EXCHANGE OF THE CURRENT CITY
PUBLIC WORKS PROPERTY FOR THE EXCHANGE OF PROPERTY
OFFERED BY PACIFIC RIDGE DEVELOPMENT COMPANY, LLC IN
SEALED BID PROPOSAL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK
AUTHORIZING ACCEPTANCE OF PROPERTY IN EXCHANGE FOR CITY
PROPERTY, PURSUANT TO THE SEALED BID RECEIVED FROM PACIFIC RIDGE
DEVELOPMENT COMPANY, LLC TO EXCHANGE CERTAIN REAL PROPERTY OF
CITY CONSISTING OF APPROXIMATELY 3.4196 ACRES OUT OF THE RITSON
MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING OUT OF
A PART OF LOTS 17 AND 18 OF RUGGLES SUBDIVISION AS RECORDED IN
VOLUME 5 AT PAGE 30 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS
("CITY PROPERTY"), AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED
"CONVEYANCE DOCUMENTS", TO BE CONVEYED IN EXCHANGE FOR THE BID
PROPERTY CONSISTING OF APPROXIMATELY 7.0899 ACRES LOCATED IN THE
RITSON MORRIS SURVEY, ABSTRACT 52, HARRIS COUNTY, TEXAS, AND BEING
OUT OF A PART OF LOTS 12, 13, 14 AND 15 OF RUGGLES SUBDIVISION AS
RECORDED IN VOLUME 5 AT PAGE 30 OF THE MAP RECORDS OF HARRIS
COUNTY, TEXAS ("PACIFIC PROPERTY"), AS MORE PARTICULARLY
DESCRIBED IN THE CONVEYANCE DOCUMENTS; DETERMINING COMPLIANCE
WITH APPLICABLE BIDDING PROCEDURES; DETERMINING THE PUBLIC
NECESSITY AND JUST COMPENSATION FOR THE PROPERTY EXCHANGE;
AUTHORIZING THE ACCEPTANCE OF THE PACIFIC PROPERTY IN EXCHANGE
FOR THE CITY PROPERTY, EXECUTION OF THE CONVEYANCE DOCUMENTS,
INCLUDING RELATED EASEMENTS, LEASE AND CLOSING DOCUMENTS IN THE
FORM ATTACHED HERETO IN BEHALF OF THE CITY; AUTHORIZING THE CITY
MANAGER TO TAKE ALL STEPS NECESSARY TO COMPLETE THE SUBJECT
LAND EXCHANGE, INCLUDING PAYMENT FOR ASSOCIATED DUE DILIGENCE
AND CLOSING COSTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND
REGULATIONS; AND FINDING AND DETERMINING THAT THE MEETING AT
WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED
BY LAW.**

WHEREAS, the City Council of the City of Seabrook has considered the need to
exchange property currently owned by the City (approximately 3.4196 acres out of the
Ritson Morris Survey, Abstract 52, Harris County, Texas, and being out of a part of Lots
17 and 18 of Ruggles Subdivision, as recorded in Volume 5 at page 30 of the Map
Records of Harris County, Texas, as more particularly described in the attached Special
Warranty Deed, generally located on Lakeside Drive and State Highway 146), (the "City
Property"), for suitable property in close proximity for an exchange; and

45 **WHEREAS**, previously, the City, after approval of the City Council of the City of
46 Seabrook, pursuant to Section 272 of the Texas Local Government Code, did publish
47 on two separate dates in a newspaper of general circulation in Harris County, Texas,
48 where the City Property is located, a notice that included a description of the City
49 Property, its location, and the procedure by which sealed bids to exchange the property
50 may be submitted; and
51

52 **WHEREAS**, the City Council of the City of Seabrook at a meeting on February
53 17, 2015, considered the bid submitted by Pacific Ridge Development Company, LLC,
54 ("Pacific") wherein it offered property in exchange for the City Property consisting of
55 approximately 7.0899 acres located in the Ritson Morris Survey, Abstract 52, Harris
56 County, Texas, and being out of a part of Lots 12, 13, 14 and 15 of Ruggles Subdivision
57 as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas, as
58 more particularly described in the attached Special Warranty Deed, ("the Pacific
59 Property") for the City Property including a lease back of the City Property, together with
60 related easements and terms for such exchange, as more particularly provided for in the
61 attached documents (the "Exchange"); and
62

63 **WHEREAS**, the City Council did previously authorize the City Manager of the
64 City of Seabrook, Texas, to proceed with necessary due diligence for determination of
65 proceeding with the subject exchange of the City Property for the exchange of the
66 Pacific Property, (with lease back of the City Property for relocation of City assets for a
67 definite time/term), including the authorization of the expenditure of funds to obtain, as
68 determined necessary, legal surveys, engineering, site maps, title commitment, related
69 appraisal(s), potential relocation of easements, legal fees, and such other due diligence
70 determined necessary to proceed with the subject bid for the property exchange, and to
71 report back to City Council for authorization to proceed with the subject Exchange; and
72

73 **WHEREAS**, the City Council, by and through its City Manager, has accordingly
74 negotiated with Pacific, through its duly authorized representatives, for agreement of the
75 just compensation for the Exchange of the subject properties and documentation has been
76 prepared to complete and document the subject Exchange which includes, but is not
77 limited to: (1) Special Warranty Deed from Pacific to City for the subject Pacific Property;
78 (2) Special Warranty Deed from City to Pacific for the City Property; (3) Irrevocable,
79 exclusive Well-Site Easement Agreement for preservation and protection of public water
80 well facilities; (4) Demolition Agreement and Net Lease, with Extension Option Rider, for
81 preservation of other existing public works facilities until the site may be vacated by City;
82 (5) Amendment of Utility Easement to reduce city easement to 10 feet; (6) Amendment to
83 Sanitary Sewer Easement, for potential relocation of the subject easement; and (7)
84 related closing documents (collectively the "Conveyance Documents") in the general form
85 which are attached hereto as Exhibit "A"; and
86

87
88
89
90
91 **WHEREAS**, the City Council of the City of Seabrook finds and determines that
92 the consideration for the Exchange, and conveyances and documents referenced above
93 is just compensation and the fair market value for such purposes; and
94

95 **WHEREAS**, the City Council finds and determines the said Exchange is
96 necessary for development and public improvements in or around the subject properties
97 and that unless the Exchange is consummated, it will be a substantial detriment and
98 disadvantage to the City of Seabrook and related development; and
99

100 **WHEREAS**, it is the specific intent of the City Council of the City of Seabrook to
101 comply with all legal requirements for acquisition and funding of the subject Property for
102 the Project, specifically including the Seabrook Charter; and
103

104 **WHEREAS**, the City Council of the City of Seabrook finds and determines that
105 providing authorization to the Mayor/City Manager to execute the necessary
106 documents/Conveyance Documents to immediately proceed with closing of the
107 Exchange, and expend funds for the associated due diligence and closing costs, is now
108 appropriate; and that the Exchange should be completed, in the general form
109 referenced by the attached Exhibit/Conveyance Documents which are attached hereto
110 and incorporated by reference.
111

112 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**
113 **OF SEABROOK, TEXAS:**
114

115 **Section 1.** That the City Council of Seabrook hereby officially finds and
116 determines that the meeting at which this Resolution is passed is open to the public as
117 required by law and that public notice of the time, place, and purpose of said meeting
118 was given as required. The facts and matters set forth in the preamble of this
119 Resolution are hereby found to be true and correct.
120

121 **Section 2.** A public purpose and necessity exists for the City of Seabrook to
122 acquire the Pacific Property in exchange for the City Property, as provided herein for the
123 purposes expressed.
124
125
126
127
128

Special Warranty Deed

State of Texas

§

§

County of Harris

§

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: November ____, 2015

Grantor: Pacific Ridge Development Company, LLC, a California limited liability company

Grantor's Mailing Address: 211 E. Carrillo Street, #204, Santa Barbara, CA 93101

Grantee: The City of Seabrook, a municipal corporation in the State of Texas

Grantee's Mailing Address: 1700 First Street, Seabrook, Texas 77586

Consideration: The exchange of other real property located in Seabrook, Harris County, Texas conveyed by Grantee to Grantor this date, title to which is accepted by Grantor the same as if the consideration represented by the exchange were paid in cash, and the value of which is equivalent to the Property.

Property (including any improvements): 7.0899 acres located in the Ritson Morris Survey, Abstract 52, Harris County, Texas as further described in the attached Exhibit "A" incorporated herein by reference.

Reservations from Conveyance: All easements of record, if any.

Exceptions to Conveyance and Warranty:

AS-IS: AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE HAS INSPECTED THE PROPERTY. GRANTEE IS RELYING UPON ITS EXAMINATION OF THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY WITH NO EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED HEREIN.

NO PRIOR REPRESENTATIONS: GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ITS AGENTS, EMPLOYEES OR CONTRACTORS HAVE MADE ANY REPRESENTATIONS WITH RESPECT TO THE PROPERTY OR THIS DEED, EXCEPT AS EXPRESSLY SET FORTH HEREIN. ANY PRIOR REPRESENTATIONS ARE DISCLAIMED AND WAIVED, INCLUDING, BUT LIMITED TO ANY REPRESENTATIONS BY ANY BROKERS OR OTHER AGENTS REPRESENTING GRANTOR.

NO RELIANCE: GRANTEE IS NOT RELYING AND WILL NOT RELY UPON ANY REPRESENTATION OF GRANTOR NOR ITS AGENTS, EMPLOYEES OR CONTRACTORS. GRANTEE IS RELYING ON ITS OWN INVESTIGATIONS AND JUDGMENT. GRANTEE HAS RETAINED EXPERIENCED, KNOWLEDGEABLE, COMPETENT ADVISORS TO ASSIST IT IN THE PURCHASE TRANSACTION AND IS RELYING ON THE INVESTIGATIONS AND JUDGMENT OF THOSE ADVISORS. GRANTEE WILL NOT RELY ON ANY REPRESENTATIONS BY ANY BROKERS OR OTHER AGENTS REPRESENTING GRANTOR.

LIMITATION ON DAMAGES: GRANTEE WAIVES THE RIGHT TO RECOVER CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

**PACIFIC RIDGE DEVELOPMENT
COMPANY, LLC, a California limited liability
company**

By: _____

Name: John Boswell

Title: Manager

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015 by John Boswell, the Manager of Pacific Ridge Development Company, LLC, a California limited liability company, on behalf of such company.

Notary Public – State of Texas

Exhibit "A"
Legal Description

A 7.0899 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 12, 13, 14 and 15 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being out of and a part of the residue of that certain 40.92 acre tract of land conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. This 7.0899 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas and the Southeast corner of that certain 3.4196 acres surveyed this date and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of said 3.4196 acre tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas, the South line of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of said

3.4196 acres, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of said 40.92 acres and the Southernmost Southeast corner of that 12.1341 acres surveyed this date. Said point has a State Plane Coordinate Value of Y=13,779,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: Continue South 86°53'32" West along the Southernmost South line of said 12.1341 acre tract, the South line of said Lots 17, 16 and 15, the Southernmost South line of said 40.92 acres, the North line of said Lot 9, the North line of said called 9.00 acres, the North line of Lot 8 of said Savings & Loan Company Subdivision, the North line of that certain 6.6960 acres (Tract II) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas and the North line of that certain 4.4742 acres conveyed by JSK 2000 Family Partnership, Ltd., to City of Seabrook, Texas by Deed dated March 2, 2006 and recorded under County Clerk's File No. Z173390 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 689.30 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of said 12.1341 acre tract and the Southeast corner of that certain 1.0499 acres (Lakeside Drive Extension - 80 feet wide) described in Dedication Agreement between City of Seabrook, Texas and Seabrook Venture II dated October 21, 2010 and recorded under County Clerk's File No. 20100467859 of the Official Public Records of Real Property of Harris County, Texas.

THENCE: Continue South 86°53'32" West along the South line of said 1.0499 acres, the Southernmost South line of said 40.92 acres, the North line of said 4.4742 acres, the North line of said Lot 8 and the North line of Lot 7 of said Savings & Loan Company Subdivision, for a distance of 80.04 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of said 1.0499 acres and the Southeast corner and POINT OF BEGINNING of this tract. Said BEGINNING POINT has a State Plane Coordinate Value of Y=13,779,186.43 and X=3,229,220.87.

THENCE: Continue South 86°53'32" West along the Easternmost South line of this tract, the Southernmost South line of said 40.92 acres, the South line of said Lots 15 and 14, the North line of said 4.4742 acres, the North line of Lot 7 of said Savings & Loan Company Subdivision and the North line of that certain 7.5973 acres (Tract I) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 115.45 feet to a 1/2 inch iron rod found for the Southernmost Southwest corner of this tract, the Southernmost Southwest corner of said 40.92 acres and the Southeast corner of that certain 0.2296 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated May 4, 1973 and recorded under County Clerk's File No. D953768 of the Deed Records of Harris County, Texas.

THENCE: North 03°12'36" West along the Southernmost West line of this tract, the Southernmost West line of said 40.92 acres and the East line of said 0.2296 of an acre for a distance of 100.11 feet to a 1/2 inch iron rod (bent) found for an interior corner of this tract, an interior corner of said 40.92 acres and the Northeast corner of said 0.2296 of an acre.

THENCE: South 86°57'55" West along an exterior South line of this tract, an exterior South line of said 40.92 acres and the North line of said 0.2296 of an acre, and at 99.51 feet pass a 1/2 inch iron rod; at 100.00 feet pass a point for the Northwest corner of said 0.2296 of an acre and the Southeast corner of that certain 1.211 acres (Tract 1 - 60 feet wide Road Easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas, in the Southernmost East line of that certain 2.8297 acres (60 feet wide Road Easement) conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated June 30, 1967 and recorded under County Clerk's File No. C533734 of the Deed Records of Harris County, Texas; in all, a total distance of 160.00 feet to a 1/2 inch iron rod, with cap (BHA), set in the Southernmost West line of said 2.8297 acre Road Easement and the East line of that certain 10.00 acres (Second Tract) conveyed by Friendswood Development Company to Clear Creek Independent School District by Deed dated March 29, 1965 and recorded under County Clerk's File No. C067746 of the Deed Records of Harris County, Texas for an exterior Southwest corner of this tract and an exterior Southwest corner of said 40.92 acres. Said point also being the Southernmost Southwest corner of said 1.211 acres.

THENCE: North 03°05'57" West along an exterior West line of this tract, an exterior West line of said 40.92 acres, the East line of said 10.00 acres, the Southernmost West line of said 1.211 acres and the Southernmost West line of said 2.8297 acres for a distance of 290.69 feet to a 1/2 inch iron rod, with cap (BHA), set for an interior corner of this tract, an interior corner of said 40.92 acres, an interior corner of said 1.211 acres, an interior corner of said 2.8297 acres and the Northeast corner of said 10.00 acres..

THENCE: South 86°58'56" West along an exterior South line of this tract, an exterior South line of said 40.92 acres, the North line of said 10.00 acres, the Westernmost South line of said 1.211 acres and an interior South line of said 2.8297 acres for a distance of 523.63 feet to a 1/2 inch iron rod, with cap (BHA), set for an exterior Southwest corner of this tract, an exterior Southwest corner of said 40.92 acres and the Westernmost Southwest corner of said 1.211 acres.

THENCE: North 12°31'07" West along an exterior West line of this tract, an exterior West line of said 40.92 acres and the Northernmost West line of said 1.211 acres, over and across said 2.8297 acres, for a distance of 60.41 feet to a 1/2 inch iron rod, with cap (BHA), set in the North line of said 2.8297 acres for the Northwest corner of said 1.211 acres, an interior corner of this tract and an interior corner of said 40.92 acres.

THENCE: South 86°58'56" West along an exterior South line of this tract, an exterior South line of said 40.92 acres and the North line of said 2.8297 acres for a distance of 17.17 feet to a 1/2 inch iron rod found for the Westernmost Southwest corner of this tract, the Westernmost Southwest corner of said 40.92 acres and the Southeast corner of that certain tract of land conveyed to Southwest Church of Christ by Deed recorded in Volume 6718 at Page 130 of the Deed Records of Harris County, Texas; from which a 5/8 inch iron rod (found bent) bears North 85°44'26" East 0.35 feet.

THENCE: North 02°57'01" West along the Northernmost West line of this tract, the Northernmost West line of said 40.92 acres and the East line of said Southwest Church of Christ Tract for a distance of 249.94 feet to a 5/8 inch iron rod found in the South line of Seabrook United Methodist Church Final Plat as recorded under County Clerk's File No. Z345605 of the Map Records of Harris County, Texas for the Northwest corner of this tract, an interior corner of said 40.92 acres and the Northeast corner of said Southwest Church of Christ Tract. Said point has a State Plane Coordinate Value of Y=13,779,841.94 and X=3,228,358.59.

THENCE: North 81°25'20" East along the Westernmost North line of this tract and the Westernmost South line of said Seabrook United Methodist Church Final Plat for a distance of 84.11 feet to a 5/8 inch iron rod, with cap "Halff Assoc.", found for an angle point in said line.

THENCE: North 86°57'30" East along the Westernmost North line of this tract and the Westernmost South line of said Seabrook United Methodist Church Final Plat for a distance of 129.46 feet to a 5/8 inch iron rod, with cap "Halff Assoc.", found for an angle point in said line.

THENCE: South 75°31'39" East along the Westernmost North line of this tract and the Westernmost South line of said Seabrook United Methodist Church Final Plat for a distance of 66.61 feet to a 5/8 inch iron rod, with cap "Halff Assoc.", found for an angle point in said line.

THENCE: North 86°58'05" East along the Westernmost North line of this tract and the Westernmost South line of said Seabrook United Methodist Church Final Plat for a distance of 197.72 feet to a 5/8 inch iron rod, with cap "Halff Assoc.", found for an interior corner of said Seabrook United Methodist Church Final Plat and the Northernmost Northeast corner of this tract. Said point has a State Plane Coordinate Value of Y=13,779,855.16 and X=3,228,832.92.

PAGE 5 - 7.0899 ACRES, TRACT 4.

THENCE: South 03°01'01" East along the Northernmost East line of this tract and the Southernmost West line of said Seabrook United Methodist Church Final Plat for a distance of 119.98 feet to a 5/8 inch iron rod, with cap "Halff Assoc.", found for an interior corner of this tract and the Southernmost Southwest corner of said Seabrook United Methodist Church Final Plat. Said point has a State Plane Coordinate Value of Y=13,779,735.36 and X=3,228,839.23.

THENCE: North 86°54'59" East along the Easternmost North line of this tract and the Easternmost South line of said Seabrook United Methodist Church Final Plat, and at 344.42 feet pass a 5/8 inch iron rod, with cap "Halff Assoc.", found for the Southwest corner of Lakeside Drive as shown on Amending Plat of Oak Ridge Meadows, Section 1, Final Plat recorded under County Clerk's File No. Z500646 of the Map Records of Harris County, Texas; in all, a total distance of 375.35 feet to a 1/2 inch iron rod, with cap (BHA), set for the Easternmost Northeast corner of this tract and the Northwest corner of the heretofore mentioned 1.0499 acre tract. Said point being the BEGINNING POINT of a curve to the right, concave Westerly.

THENCE: Along and around said curve to the right, in a Southerly direction, along the Southernmost East line of this tract and the West line of said 1.0499 acres, said curve having a radius of 485.46 feet, a central angle of 11°18'41" and a chord bearing and distance of South 08°19'47" East 95.68 feet, for an arc length of 95.84 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: South 03°10'00" East along the Southernmost East line of this tract and the West line of said 1.0499 acres for a distance of 86.38 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the right, concave Westerly.

THENCE: Along and around said curve to the right, in a Southerly direction, along the Southernmost East line of this tract and the West line of said 1.0499 acres, said curve having a radius of 560.00 feet, a central angle of 09°56'09" and a chord bearing and distance of South 01°48'05" West 96.99 feet, for an arc length of 97.11 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: South 06°46'11" West along the Southernmost East line of this tract and the West line of said 1.0499 acres for a distance of 103.73 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Easterly.

THENCE: Along and around said curve to the left, in a Southerly direction, along the Southernmost East line of this tract and the West line of said 1.0499 acres, said curve having a radius of 640.00 feet, a central angle of 12°56'49" and a chord bearing and distance of South 00°17'47" West 144.31 feet, for an arc length of 144.62 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the BEGINNING of another curve to the right, concave Westerly.

THENCE: Along and around said curve to the right, in a Southerly direction, along the Southernmost East line of this tract and the West line of said 1.0499 acres, said curve having a radius of 1960.00 feet, a central angle of 01°17'34" and a chord bearing and distance of South 05°32'04" East 44.22 feet, for an arc length of 44.22 feet to the PLACE OF BEGINNING and containing within these boundaries 7.0899 acres or 308,837.73 square feet of land.

Special Warranty Deed

State of Texas

§

§

County of Harris

§

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: November ____, 2015

Grantor: City of Seabrook, a municipal corporation in the State of Texas

Grantor's Mailing Address: 1700 First Street, Seabrook, Texas 77586

Grantee: Pacific Ridge Development Company, LLC, a California limited liability company

Grantee's Mailing Address: 211 E. Carrillo Street, #204, Santa Barbara, CA 93101

Consideration: The exchange of other real property located in Seabrook, Harris County, Texas conveyed by Grantee to Grantor this date, title to which is accepted by Grantor the same as if the consideration represented by the exchange were paid in cash, and the value of which is equivalent to the Property.

Property (including any improvements): 3.419 acres located in the Ritson Morris Survey, Abstract 52, Harris County, Texas as further described in the attached Exhibit "A" incorporated herein by reference.

Reservations from Conveyance: All easements of record, if any.

Exceptions to Conveyance and Warranty:

AS-IS: AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE HAS INSPECTED THE PROPERTY. GRANTEE IS RELYING UPON ITS EXAMINATION OF THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY WITH NO EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED HEREIN.

NO PRIOR REPRESENTATIONS: GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ITS AGENTS, EMPLOYEES OR CONTRACTORS HAVE MADE ANY REPRESENTATIONS WITH RESPECT TO THE PROPERTY OR THIS DEED, EXCEPT AS EXPRESSLY SET FORTH HEREIN. ANY PRIOR REPRESENTATIONS ARE DISCLAIMED AND WAIVED, INCLUDING, BUT LIMITED TO ANY REPRESENTATIONS BY ANY BROKERS OR OTHER AGENTS REPRESENTING GRANTOR.

NO RELIANCE: GRANTEE IS NOT RELYING AND WILL NOT RELY UPON ANY REPRESENTATION OF GRANTOR NOR ITS AGENTS, EMPLOYEES OR CONTRACTORS. GRANTEE IS RELYING ON ITS OWN INVESTIGATIONS AND JUDGMENT. GRANTEE HAS RETAINED EXPERIENCED, KNOWLEDGEABLE, COMPETENT ADVISORS TO ASSIST IT IN THE PURCHASE TRANSACTION AND IS RELYING ON THE INVESTIGATIONS AND JUDGMENT OF THOSE ADVISORS. GRANTEE WILL NOT RELY ON ANY REPRESENTATIONS BY ANY BROKERS OR OTHER AGENTS REPRESENTING GRANTOR.

LIMITATION ON DAMAGES: GRANTEE WAIVES THE RIGHT TO RECOVER CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[Signature page to follow]

CITY OF SEABROOK, a municipal corporation:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015
by _____, the _____ of City of Seabrook, a
municipal corporation in the State of Texas, on behalf of said municipal corporation.

Notary Public – State of Texas

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit "A"
Legal Description

A 3.4196 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being all of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas; all of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas and all of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas. This 3.4196 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner and POINT OF BEGINNING of this tract and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South $86^{\circ}53'32''$ West along the South line of this tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of said 0.6887 of an acre, the South line of said 1.000 acre, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of this tract, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of that certain 12.1341 acres surveyed this date and the Southernmost Southeast corner of that certain 40.92 acres conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by
PAGE 2 - 3.4196 ACRES, TRACT 2.

Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. Said point has a State Plane Coordinate Value of $Y=13,746,228.13$ and $X=3,229,988.98$; from which a 3/4 inch iron rod (found) bears South $85^{\circ}11'14''$ East 1.74 feet.

THENCE: North $03^{\circ}48'28''$ West along the West line of this tract, the West line of said 1.000 acres, the Southernmost East line of said 12.1341 acres and the Southernmost East line of said 40.92 acres for a distance of 300.27 feet to a 5/8 inch iron rod found for the Northwest corner of this tract, the Northwest corner of said 1.000 acres, an interior corner of said 12.1341 acres, an interior corner of said 40.92 acres, the Southwest corner of that 0.656 of an acre (60 feet wide road easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas and the Southwest corner of that certain 0.197 of an acre (road easement) conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1968 and recorded under County Clerk's File No. C828389 of the Deed Records of Harris County, Texas. Said point has a State Plane Coordinate Value of $Y=13,779,527.66$ and $X=3,229,968.99$.

THENCE: North $86^{\circ}54'13''$ East along the North line of this tract, the North line of said 1.000 acres, the North line of said 0.6887 of an acre, the North line of said 1.716 acres, the South line of said 0.197 of an acre, the South line of said 0.656 of an acre, the South line of that certain 0.453 of an acre Right-of-Way and Easement conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated August 8, 1966 and recorded under County Clerk's File No. C352399 of the Deed Records of Harris County, Texas, the Easternmost South line of said 12.1341 acres and the Easternmost South line of said 40.92 acres for a distance of 479.38 feet to a $\frac{5}{8}$ inch iron rod found in the East line of said Lot 18 and the West right-of-way line of said Railroad for the Northeast corner of this tract, the Northeast corner of said 1.716 acres, the Southeast corner of said 0.453 of an acre, the Southeast corner of said 0.656 of an acre, the Easternmost Southeast corner of said 40.62 acres and the Easternmost Southeast corner of said 12.1341 acres.

THENCE: South $10^{\circ}11'39''$ East along the East line of this tract, the East line of said Lot 18, the East line of said 1.716 acres and the West right-of-way line of said Railroad for a distance of 302.46 feet to the PLACE OF BEGINNING and containing within these boundaries 3.4196 acres of 148,958.78 square feet of land.

Well-Site Easement 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.

Date: November _____, 2015

Grantor: Pacific Ridge Development Company, LLC, a California limited liability company

Grantor's Mailing Address: 211 E. Carillo Street, #204, Santa Barbara, CA 93101

Grantee: City of Seabrook, a municipal corporation in the State of Texas

Grantee's Mailing Address: 1700 First Street, Seabrook, Texas 77586

Pacific Ridge Property: 3.419 acres located in the Ritson Morris Survey, Abstract 52, Harris County, Texas as further described in the attached Exhibit "A" incorporated herein by reference.

Easement Property: .0723 acres located within the Pacific Ridge Property as further described in the attached Exhibit "B-1 and B-2" incorporated herein by reference.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of the municipal water-well and related facilities (collectively, the "**Facilities**"); provided however, in no event will Grantee maintain any buildings or above-ground structures other than on water-well and connecting pumps and pipes.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Warranty: This Easement executed by Grantor and is accepted by Grantee subject only to those restrictions, covenants, conditions, easements, encumbrances and any other instrument existing and appearing of record in the Office of the County Clerk of Harris County, Texas, to the extent that the same are applicable and validly exist with respect to the Easement Area (the "**Permitted Exceptions**").

Grant of Easement: Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an Easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Easement**"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. Character of Easement. The Easement is appurtenant to Grantee's public water system, and runs with such system, and inures to the benefit of Grantee. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors, and assigns.

2. Duration of Easement. The duration of the Easement is perpetual.

3. Easement of Rights. Grantee's right to use the Easement Property is exclusive; provided however, in the event Grantee ceases to use the water-well in the Easement Area for a period of ninety (90) days then Grantor and Grantor's heirs, successors, and assigns may use all or part of the Easement Property in conjunction with Grantee, including but not limited to driveways, landscaping, parking, signage and hardscaping, and Grantor may convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement. Grantor also reserves the right, subject to the prior written approval of Grantee, to relocate the Easement Area at Grantor's sole cost and expense and to landscape and fence the Easement Area. Grantee has the right to designate portions of the Easement Area to be fenced by Grantee for safety or security reasons and to exclude others from that area subject to this paragraph.

4. Access Easement. Grantee has the right to use the drives existing from time to time on the Pacific Ridge Property, which may be relocated and reconfigured from time to time by Grantor as part of its development of the Pacific Ridge Property and surrounding land for development purposes, as may be reasonably necessary to access the Facilities within the Easement Property for the Easement Purpose. Specifically, Grantee shall have the right to access the Easement Property on the northern boundary of the Easement Property, by commercial vehicles as shown on the site plan attached as Exhibit B-2, including but not limited to vehicles necessary for reworking the water-well, subject to Grantor's reasonable restrictions, which may change from time to time as the Property is developed.

5. Improvement and Maintenance of Easement Property. Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee must maintain the Easement Property in a first class, neat and clean condition. The Easement Property is part of the "front door" of Grantor's retail project and must be maintained in a visually pleasing condition. Except as required by law, all paint colors used shall be earth tones or green, and intended to minimize the visual impact of the improvements in the Easement Area. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. Equitable Rights of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. Binding Effect. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. Choice of Law. This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. Waiver of Default. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. Indemnity. Each party agrees to indemnify, defend, and hold harmless the other party, to the extent permitted by law, from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. Entire Agreement. This agreement and any exhibits are the entire agreement of the parties concerning the Pacific Ridge Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

15. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. Recitals. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTEE:

**CITY OF SEABROOK, a municipal
corporation:**

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me this ____ day of November, 2015
by _____, the _____ of City of Seabrook, a municipal corporation in
the State of Texas, on behalf of said municipal corporation.

Notary Public – State of Texas

APPROVED AS TO FORM:

CITY ATTORNEY

GRANTOR:

**PACIFIC RIDGE DEVELOPMENT
COMPANY, LLC, a California limited liability
company**

By: _____
Name: John Boswell
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015 by John Boswell, the Manager of Pacific Ridge Development Company, LLC, a California limited liability company, on behalf of such company.

Notary Public – State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION OF PACIFIC RIDGE PROPERTY

A 3.4196 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being all of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas; all of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas and all of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas. This 3.4196 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner and POINT OF BEGINNING of this tract and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of this tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of said 0.6887 of an acre, the South line of said 1.000 acre, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of this tract, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of that certain 12.1341 acres surveyed this date and the Southernmost Southeast corner of that certain 40.92 acres conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by
PAGE 2 - 3.4196 ACRES, TRACT 2.

Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: North 03°48'28" West along the West line of this tract, the West line of said 1.000 acres, the Southernmost East line of said 12.1341 acres and the Southernmost East line of said 40.92 acres for a distance of 300.27 feet to a 5/8 inch iron rod found for the Northwest corner of this tract, the Northwest corner of said 1.000 acres, an interior corner of said 12.1341 acres, an interior corner of said 40.92 acres, the Southwest corner of that 0.656 of an acre (60 feet wide road easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas and the Southwest corner of that certain 0.197 of an acre (road easement) conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1968 and recorded under County Clerk's File No. C828389 of the Deed Records of Harris County, Texas. Said point has a State Plane Coordinate Value of Y=13,779,527.66 and X=3,229,968.99.

THENCE: North 86°54'13" East along the North line of this tract, the North line of said 1.000 acres, the North line of said 0.6887 of an acre, the North line of said 1.716 acres, the South line of said 0.197 of an acre, the South line of said 0.656 of an acre, the South line of that certain 0.453 of an acre Right-of-Way and Easement conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated August 8, 1966 and recorded under County Clerk's File No. C352399 of the Deed Records of Harris County, Texas, the Easternmost South line of said 12.1341 acres and the Easternmost South line of said 40.92 acres for a distance of 479.38 feet to a 5/8 inch iron rod found in the East line of said Lot 18 and the West right-of-way line of said Railroad for the Northeast corner of this tract, the Northeast corner of said 1.716 acres, the Southeast corner of said 0.453 of an acre, the Southeast corner of said 0.656 of an acre, the Easternmost Southeast corner of said 40.62 acres and the Easternmost Southeast corner of said 12.1341 acres.

THENCE: South $10^{\circ}11'39''$ East along the East line of this tract, the East line of said Lot 18, the East line of said 1.716 acres and the West right-of-way line of said Railroad for a distance of 302.46 feet to the PLACE OF BEGINNING and containing within these boundaries 3.4196 acres of 148,958.78 square feet of land.

EXHIBIT "B-1"
LEGAL DESCRIPTION OF EASEMENT PROPERTY

45-FOOT BY 70-FOOT WIDE TRACT
0.0723 ACRES (3,150 SQUARE FEET) SITUATED IN THE
RITSON MORRIS SURVEY, A-52,
HARRIS COUNTY, TEXAS

BEING a tract or parcel containing 0.0723 acres (3,150 square feet) of land situated in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being out of called 0.6887 acre tract conveyed to the City of Seabrook by deed dated April 19, 1966, and recorded under Harris County Clerks File (H.C.C.F.) Number C401938, Harris County Deed Records (H.C.D.R.), said 0.0723 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in the deed for a called 12.1341 acre tract (Exhibit 2) of land conveyed to Pacific Ridge Development Company by deed dated January 17, 2014, and recorded as H.C.C.F. Number 20140024270, Official Property Records of Real Property of Harris County (O.P.R.P.H.C.)):

COMMENCING at a 5/8-inch iron rod found marking the southwesterly right-of-way corner of Humble Drive (called 60 feet wide) as described in a called 0.197 acre Right of Way and Easement by deed dated December 9, 1968, and recorded in H.C.C.F. Number C828389, marking an interior corner of a southerly line of said 12.1341 acre tract and the northwesterly corner of a called 1.000 acre tract as conveyed to City of Seabrook by deed dated December 9, 1967 recorded under H.C.C.F. Number C828387, H.C.D.R.;

THENCE, North 86°54'13" East, along the southerly right-of-way line of said Humble Drive, a southerly line of said 12.1341 acre tract, the northerly line of said 1.000 acre tract, and the northerly line of said 0.6887 acre tract, a distance of 246.93 feet to a point for the northeasterly corner of said 0.6887 acre tract and the northwesterly corner of a called 1.716 acre tract conveyed to City of Seabrook by deed dated August 2, 1972, and recorded under H.C.C.F. Number D695743, H.C.D.R., from which a 5/8-inch iron rod found in the said southerly right-of-way line of said Humble Drive marking an angle point in a southerly line of said 12.1341 acre tract, the northeasterly corner of said 1.716 acre tract, and the southeasterly corner of a called 0.453 acre Right of Way and Easement by deed dated August 2, 1972, and recorded in H.C.C.F. Number C352399, H.C.D.R., bears North 86°54'13" East, a distance of 232.45 feet;

THENCE, South 03°49'53" East, departing said southerly right-of-way line, and along the common boundary line between said 0.6887 and 1.716 acre tracts, a distance of 37.57 feet to a set 5/8 inch rod with cap stamped "Cobb, Fendley, & Associates" marking the **POINT OF BEGINNING** and the northeasterly corner of the herein described tract;

THENCE, South 03°49'53" East, continuing along said common boundary line, a distance of 70.00 feet to a set 5/8 inch rod with cap stamped "Cobb, Fendley, & Associates" marking the southeasterly corner of the herein described tract;

THENCE, South 86°10'07" West, departing said common boundary line, a distance of 45.00 feet to a set 5/8 inch rod with cap stamped "Cobb, Fendley, & Associates" on a line lying 45.00 feet westerly of and parallel with said common boundary line, marking the southwesterly corner of the herein described tract;

THENCE, North 03°49'53" West, along said parallel line, a distance of 70.00 feet to a point for the northwesterly corner of the herein described tract; (unable to set)

THENCE, North $86^{\circ}10'07''$ East, departing said parallel line, a distance of 45.00 feet to the **POINT OF BEGINNING** and containing 0.0723 acres (3,150 square feet) of land.

45-FOOT BY 70-FOOT WIDE TRACT

0.0723 ACRES (3,150 SQUARE FEET) SITUATED IN THE
RITSON MORRIS SURVEY, A-52,
HARRIS COUNTY, TEXAS

BEING a tract or parcel containing 0.0723 acres (3,150 square feet) of land situated in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being out of called 0.6887 acre tract conveyed to the City of Seabrook by deed dated April 19, 1966, and recorded under Harris County Clerks File (H.C.C.F.) Number C401938, Harris County Deed Records (H.C.D.R.), said 0.0723 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in the deed for a called 12.1341 acre tract (Exhibit 2) of land conveyed to Pacific Ridge Development Company by deed dated January 17, 2014, and recorded as H.C.C.F. Number 20140024270, Official Property Records of Real Property of Harris County (O.P.R.R.P.H.C.)):

COMMENCING at a 5/8-inch iron rod found marking the southwesterly right-of-way corner of Humble Drive (called 60 feet wide) as described in a called 0.197 acre Right of Way and Easement by deed dated December 9, 1968, and recorded in H.C.C.F. Number C828389, marking an interior corner of a southerly line of said 12.1341 acre tract and the northwesterly corner of a called 1.000 acre tract as conveyed to City of Seabrook by deed dated December 9, 1967 recorded under H.C.C.F. Number C828387, H.C.D.R.;

THENCE, North 86°54'13" East, along the southerly right-of-way line of said Humble Drive, a southerly line of said 12.1341 acre tract, the northerly line of said 1.000 acre tract, and the northerly line of said 0.6887 acre tract, a distance of 246.93 feet to a point for the northeasterly corner of said 0.6887 acre tract and the northwesterly corner of a called 1.716 acre tract conveyed to City of Seabrook by deed dated August 2, 1972, and recorded under H.C.C.F. Number D695743, H.C.D.R., from which a 5/8-inch iron rod found in the said southerly right-of-way line of said Humble Drive marking an angle point in a southerly line of said 12.1341 acre tract, the northeasterly corner of said 1.716 acre tract, and the southeasterly corner of a called 0.453 acre Right of Way and Easement by deed dated August 2, 1972, and recorded in H.C.C.F. Number C352399, H.C.D.R., bears North 86°54'13" East, a distance of 232.45 feet;

THENCE, South 03°49'53" East, departing said southerly right-of-way line, and along the common boundary line between said 0.6887 and 1.716 acre tracts, a distance of 37.57 feet to a set 5/8 inch rod with cap stamped "Cobb, Fendley, & Associates" marking the **POINT OF BEGINNING** and the northeasterly corner of the herein described tract;

THENCE, South 03°49'53" East, continuing along said common boundary line, a distance of 70.00 feet to a set 5/8 inch rod with cap stamped "Cobb, Fendley, & Associates" marking the southeasterly corner of the herein described tract;

THENCE, South 86°10'07" West, departing said common boundary line, a distance of 45.00 feet to a set 5/8 inch rod with cap stamped "Cobb, Fendley, & Associates" on a line lying 45.00 feet westerly of and parallel with said common boundary line, marking the southwesterly corner of the herein described tract;

THENCE, North 03°49'53" West, along said parallel line, a distance of 70.00 feet to a point for the northwesterly corner of the herein described tract; (unable to set)

THENCE, North 86°10'07" East, departing said parallel line, a distance of 45.00 feet to the **POINT OF BEGINNING** and containing 0.0723 acres (3,150 square feet) of land.

Notes:

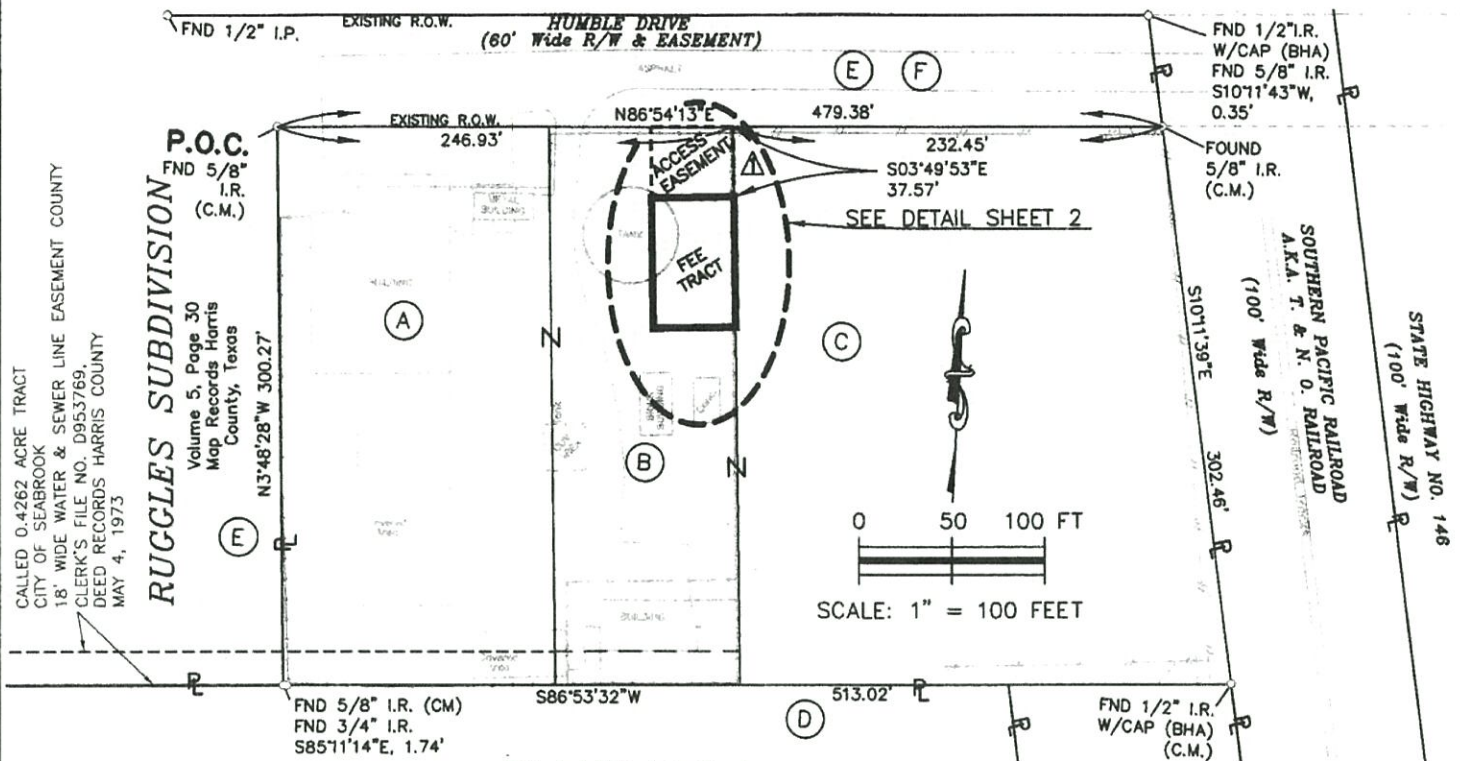
1. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated October 8, 2015, revised October 15, 2015, and titled "CITY OF SEABROOK 45-FOOT BY 70-FOOT WIDE TRACT, RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS".

Cobb Fendley & Associates, Inc.
1506 E. Broadway, Suite 201
Pearland, Texas 77581
281-993-4952
TBPLS Firm Registration No. 100467
Job Number 1112-001-00-05
October 8, 2015
Revised October 15, 2015



EXHIBIT "B-2"

RITSON MORRIS SURVEY ABSTRACT NO. 52



LEGEND:

○ FND
I.R.
(C.M.)
SIRC

MONUMENT (AS NOTED)
FOUND
IRON ROD
CONTROLLING MONUMENT
SET 5/8" IRON ROD W/
CAP (COBB, FENDLEY, &
ASSOCIATES)
PROPERTY LINE
LAND HOOK

P
N



NOTES:

1. BEARINGS ARE ORIENTED TO THE BEARING BASE REFLECTED IN THE DEED FOR A CALLED 12.1341 ACRE TRACT (EXHIBIT 2) OF LAND CONVEYED TO PACIFIC RIDGE DEVELOPMENT COMPANY RECORDED AS HARRIS COUNTY CLERK'S FILE NUMBER 20140024270, OFFICIAL PROPERTY RECORDS OF REAL PROPERTY OF HARRIS COUNTY.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND/OR RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.

3. THIS SURVEY PLAT IS REFERENCED TO A METES AND BOUNDS DESCRIPTION TITLED "45-FOOT BY 70-FOOT WIDE TRACT 0.0723 ACRES (3,150 SQUARE FEET) IN THE RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS" PREPARED BY COBB, FENDLEY, AND ASSOCIATES, INC. DATED OCTOBER 8, 2015, REVISED OCTOBER 15, 2015.

Called 1.000 Acre Tract
City of Seabrook
County Clerk's File No. C828387
Deed Records Harris County
December 9, 1967

Called 0.6887 Acre Tract
City of Seabrook
County Clerk's File No. C401938
Deed Records Harris County
April 19, 1966

Called 1.716 Acre Tract
City of Seabrook
County Clerk's File No. D695743
Deed Records of Harris County
August 2, 1972

Called 9.00 Acre Tract
Texas Eastern Products
Pipeline Company
County Clerk's File No. M537657
Official Property Records of
Real Property, Harris County
March 24, 1988

Called 12.1341 Acre Tract
(Exhibit 2)
Texas Eastern Products
Pipeline Company
County Clerk's File No.
201400024270
Official Property Records of
Real Property, Harris County
January 17, 2014

Humble Drive (R/W & Easement)

Called 0.197 Acre Tract
City of Seabrook
December 9, 1968
County Clerk's File
No. C828389
Deed Records Harris County

Called 0.656 Acre Tract
Charter Financial Group, Inc.
(Trustee)
November 12, 1974
County Clerk's File No.
E318543
Deed Records Harris County

Called 0.453 Acre Tract
City of Seabrook
August 8, 1966
County Clerk's File No. C352399
Deed Records Harris County

PROJECT	CITY OF SEABROOK 45-FOOT BY 70-FOOT WIDE TRACT RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS		
OWNER	CITY OF SEABROOK		
LOCATION	WATER PLANT — SEABROOK, TX		
 CobbFendley T.B.P.L.S. Firm Registration No. 100467 1506 E. Broadway, Suite 201 Pearland, Texas 77581 281.993.4952 fax 281.993.8086 www.cobbfendley.com			
DRAWN BY: KO	DATE: 10-08-2015	SHEET 1	OF 2
DESIGNED BY: KO	SCALE: 1" = 100'	F.B. NO. 2764	REVISED
CHK'D BY: WEM	PROJECT NO. 1112-001-00-05		 10-15-2015

EXHIBIT "B-2"

HUMBLE DRIVE (60' Wide R/W & EASEMENT)

(E) (F)

P.O.C.
FND 5/8"
I.R.
(C.M.)

N03°49'53"W
38.15'

ACCESS EASEMENT
(1,704 SQ. FT.)

N86°10'07"E
45.00'

S03°49'53"E
37.57'

UNABLE
TO SET

P.O.B.
SIRC

RITSON MORRIS SURVEY
ABSTRACT NO. 52

(B)

N03°49'53"W

45' x 70' TRACT
(3,150 SQUARE FEET)

(C)

S03°49'53"E

SIRC

45.00'
S86°10'07"W

SIRC

0 10 20 FT
SCALE: 1" = 20 FEET

LEGEND:

○ MONUMENT (AS NOTED)
FND FOUND
I.R. IRON ROD
(C.M.) CONTROLLING MONUMENT
SIRC SET 5/8" IRON ROD W/
CAP (COBB, FENDLEY, &
ASSOCIATES)
P PROPERTY LINE
N LAND HOOK

PROJECT			
CITY OF SEABROOK 45-FOOT BY 70-FOOT WIDE TRACT RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS			
OWNER			
CITY OF SEABROOK			
LOCATION			
WATER PLANT - SEABROOK, TX			
 T.B.P.L.S. Firm Registration No. 100467 1506 E. Broadway, Suite 201 Pearland, Texas 77581 281.993.4952 fax 281.993.8086 www.cobbfendley.com			
DRAWN BY:	DATE:	SHEET	OF
KO	10-08-2015	2	2
DESIGNED BY:	SCALE:	F.B. NO.	
KO	1" = 20'	2784	
CHK'D BY:	PROJECT NO.		
WEM	1112-001-00-05		
			REVISD
			10-15-2015

NOTES:

1. SEE SHEET 1 (OF 2) FOR ALL NOTES AND DEED REFERENCES.

Demolition Agreement and Net Lease

Basic Information

Date: November ____, 2015

Landlord: Pacific Ridge Development Company, LLC

Landlord's Address: 211 E. Carrillo Street, #204, Santa Barbara, CA 93101

Tenant: the City of Seabrook

Tenant's Address: 1700 First Street, Seabrook, Texas 77586

Exchange: The real property transaction between Landlord and Tenant dated on or about the date of this Demolition Agreement and Net Lease, wherein Tenant exchanged the Premises, as defined below, for approximately 7.0899 acres from Landlord.

Premises: 3.419 acres of the Ritson Morris Survey, Abstract 52 in Harris County, Texas as further described on the attached Exhibit "A".

Term: 12 months with the right to extend the Term for five (5) additional three (3) month terms as further described in the Extension Option Rider, provided that upon notice to Landlord, Tenant may terminate the Lease at any time.

Commencement Date: November ____, 2015.

Base Rent: \$1.00 per year

Permitted Use: Use of the current facilities, water tank and related improvements ("Improvements") pending completion of the new municipal water plant, then removal of Improvements, as part of the Exchange.

Tenant's Insurance: As required by the Insurance Addendum attached as Exhibit "B".

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

A.3. "Lienholder" means the holder of a deed of trust covering the Premises.

A.4. "Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to—

B.1.a. Lease the Premises for the entire Term.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises.

B.1.d. Pay annually, in advance, the Base Rent to Landlord at Landlord's Address.

B.1.e. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.f. Allow Landlord to enter the Premises for any use relating to the preparation of the Premises for future development in conjunction with Landlord's adjacent land, and to inspect the status of demolition, so long as such use doesn't unreasonably interfere with the Permitted Use; provided that Landlord must provide prior written notice and be accompanied by an agent of Tenant.

B.1.g. Allow Landlord reasonable access, subject to the requirements under B.1.f., to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.h. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.i. Vacate the Premises on the last day of the Term, having removed, at its cost, all Improvements (including, but not limited to water tank, small metal building, large metal building, one story cinder block building, fuel tank and cover, asphalt parking lot, related foundations and underground pipes, and fencing currently located on the Premises, with the exception of the one municipal water well and related improvements located within the easement retained by Tenant in the deed of the Premises from Tenant to Landlord this date). Any holes or voids will be filled with select, properly compacted fill material so the Premises is left in a smooth, level condition. Tenant is entitled to all salvage materials. This agreement is a material component of the Exchange and without this agreement, Landlord would not have agreed to the Exchange.

B.1.j. TO THE EXTENT PERMITTED BY LAW, TENANT AGREES TO INDEMNIFY, DEFEND, AND HOLD LANDLORD, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B.2. Tenant agrees not to—

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Permit any waste.

B.2.d. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

B.2.e. Alter the Premises.

B.2.f. Allow a lien to be placed on the Premises.

B.2.g. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. Landlord agrees to—

C.1.a. Lease to Tenant the Premises for the entire Term.

C.1.b. Obey all laws relating to Landlord's operation of the Premises.

C.2. Landlord agrees not to—

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. No alterations, other than those provided for in the Permitted Use, may be made without the prior written consent of Landlord.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.3. Insurance. Tenant will maintain the insurance coverages described in the attached Insurance Addendum.

D.4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty, Landlord has no obligation to restore the Premises or any improvements, and Tenant may terminate this lease by written notice to Landlord.

D.5.b. [intentionally deleted]

D.5.c. [intentionally deleted]

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will not be adjusted.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. Intentionally deleted.

D.8. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.

D.9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and for equitable relief.

D.10. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely Rent or (b) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a).

D.11. Default by Tenant/Landlord's *Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet, (b) enter the Premises and perform Tenant's obligations, and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord has no duty to mitigate damages.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

D.14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.16. Venue. Exclusive venue is in Harris County, the county in which the Premises are located.

D.17. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.19. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.20. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.21. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

D.22. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.23. Waiver of Sovereign Immunity. The Parties intend this Demolition Agreement and Net Lease to be legally enforceable to the maximum extent permitted at law or in equity. Specifically, Tenant waives governmental immunity as to suit for a claim under this Demolition Agreement and Net Lease. This Demolition Agreement and Net Lease is intended by the Parties to be a contract for goods or services contemplated by Texas Local Government Code Section 271.151 et. seq. The Parties recognize that Landlord would not have entered into the Exchange without the commitment of the Tenant to remove the Improvements on the Premises and with the timing as provided herein, and that the Landlord relied on the legal enforceability of the Tenant's obligations hereunder. Tenant is accepting the benefit of the Exchange and the Lease.

LANDLORD:

PACIFIC RIDGE DEVELOPMENT COMPANY,
LLC, a California limited liability company

By: _____

Name: John Boswell

Title: Manager

TENANT:

CITY OF SEABROOK, a municipal corporation in
the State of Texas

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit "A"

Legal Description of Premises

A 3.4196 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being all of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas; all of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas and all of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas. This 3.4196 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner and POINT OF BEGINNING of this tract and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of this tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of said 0.6887 of an acre, the South line of said 1.000 acre, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of this tract, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of that certain 12.1341 acres surveyed this date and the Southernmost Southeast corner of that certain 40.92 acres conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by
PAGE 2 - 3.4196 ACRES, TRACT 2.

Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: North 03°48'28" West along the West line of this tract, the West line of said 1.000 acres, the Southernmost East line of said 12.1341 acres and the Southernmost East line of said 40.92 acres for a distance of 300.27 feet to a 5/8 inch iron rod found for the Northwest corner of this tract, the Northwest corner of said 1.000 acres, an interior corner of said 12.1341 acres, an interior corner of said 40.92 acres, the Southwest corner of that 0.656 of an acre (60 feet wide road easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas and the Southwest corner of that certain 0.197 of an acre (road easement) conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1968 and recorded under County Clerk's File No. C828389 of the Deed Records of Harris County, Texas. Said point has a State Plane Coordinate Value of Y=13,779,527.66 and X=3,229,968.99.

THENCE: North 86°54'13" East along the North line of this tract, the North line of said 1.000 acres, the North line of said 0.6887 of an acre, the North line of said 1.716 acres, the South line of said 0.197 of an acre, the South line of said 0.656 of an acre, the South line of that certain 0.453 of an acre Right-of-Way and Easement conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated August 8, 1966 and recorded under County Clerk's File No. C352399 of the Deed Records of Harris County, Texas, the Easternmost South line of said 12.1341 acres and the Easternmost South line of said 40.92 acres for a distance of 479.38 feet to a 5/8 inch iron rod found in the East line of said Lot 18 and the West right-of-way line of said Railroad for the Northeast corner of this tract, the Northeast corner of said 1.716 acres, the Southeast corner of said 0.453 of an acre, the Southeast corner of said 0.656 of an acre, the Easternmost Southeast corner of said 40.62 acres and the Easternmost Southeast corner of said 12.1341 acres.

THENCE: South 10°11'39" East along the East line of this tract, the East line of said Lot 18, the East line of said 1.716 acres and the West right-of-way line of said Railroad for a distance of 302.46 feet to the PLACE OF BEGINNING and containing within these boundaries 3.4196 acres of 148,958.78 square feet of land.

Exhibit "B"
Insurance Addendum to Lease

Lease

Date: November _____, 2015.

Landlord: Pacific Ridge Development Company, LLC

Tenant: the City of Seabrook

This insurance addendum is part of the lease.

A. Tenant agrees to maintain Commercial general liability insurance, including contractual liability insurance coverage, covering Tenant's operations within the Premises, with combined single limits of not less than \$2,000,000 per occurrence for bodily injury or property damage, naming Landlord as additional insured.

B. Landlord and Tenant agree that the commercial general liability insurance shall be primary to the maintaining party and not contributory to any similar insurance carried by the other party and shall contain a severability-of-interest clause.

Extension Option Rider

Landlord grants Tenant an option to extend the Term for five (5) additional three (3) month terms (the "Additional Terms").

Tenant's rights under this option terminate if (1) the lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns its interest in the lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise the option, or (4) default exists at the time Tenant seeks to exercise the option.

Landlord and Tenant agree to the following:

1. During the Additional Terms, the lease will continue as written.
2. The option to extend for the Additional Terms must be exercised by written notice delivered to Landlord thirty (30) days before the termination of the Term if despite good faith, diligent efforts, Tenant can't accomplish the Permitted Use within the then Term.

LANDLORD:

PACIFIC RIDGE DEVELOPMENT COMPANY,
LLC, a California limited liability company

By: _____
Name: John Boswell
Title: Manager

TENANT:

CITY OF SEABROOK, a municipal corporation in
the State of Texas

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

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COUNTY OF HARRIS

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AMENDMENT OF UTILITY EASEMENT

WHEREAS, Pacific Ridge Development Company, LLC, a California limited liability company (“**Pacific Ridge**”) is the owner of real property located in the City of Seabrook, Texas, containing 12.1341 acres in the Ritson Morris Survey, Abstract 55, (the “**Property**”), as more particularly described by metes and bounds description contained in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes;

WHEREAS, Water Line and Sewer Line Easement is recorded in Harris County Clerk's File no. D953769 and D101520 dedicates an 18 foot water line and sewer line easement on the Property (the "**Easement**") to the City of Seabrook, a municipal corporation in the State of Texas (the "**City**") over the easement area described therein ("**Easement Area**");

WHEREAS, the Easement currently contains two (2) waterlines and no sewer lines (the “Existing Utilities”);

WHEREAS, Pacific Ridge has acquired adjacent real property located in the City of Seabrook, Texas containing approximately 3.419 acres (the “**Adjacent Property**”) as more particularly described by metes and bounds on the attached Exhibit “B”;

WHEREAS, the Property and Adjacent Property shall be redeveloped with a retail shopping center;

WHEREAS, the Easement Area is to be reduced to 10 foot; and

WHEREAS, Pacific Ridge and the City desire to amend the Easement.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pacific Ridge and the City agree as follows:

AGREEMENT:

1. The Easement Area is amended by adding to the area description the descriptions on the attached Exhibit "C-1" and Exhibit "C-2".

2. As part of the redevelopment of the Property and within twenty-seven (27) months of the execution of this amendment, Pacific Ridge may direct the City to relocate the Existing Utilities to a location proposed by Pacific Ridge in the vicinity of the new Easement Area and subject to approval by the City, which approval will not be unreasonably withheld or delayed, at the City's sole cost and expense, such relocation to be accomplished within ninety (90) days of the date of notice. Pacific Ridge shall provide the City a survey with metes and bounds of the relocated Easement Area. Subject to the required City approval, promptly thereafter, the City and Pacific Ridge will execute a second amendment to this Easement defining the metes and bounds of the relocated Easement Area.
3. Pacific Ridge may require relocation of the Easement Area in the future, with the prior written consent of the City, which consent will not be unreasonably withheld or delayed, at Pacific Ridge's expense.
4. Pacific Ridge retains the right to use all or part of the Easement Area, as expanded or relocated from time to time in conjunction with the City as long as such use does not unreasonably interfere with the City's use, including but not limited to driveways, landscaping, irrigation, parking, hardscaping, signage and granting other easements.
5. Except as amended hereby, all terms and provisions of the Easement shall remain in full force and effect. In the event of a conflict between the terms of the Easement and this amendment, this amendment shall control.

Executed in duplicate originals this the ____ day of November, 2015.

**PACIFIC RIDGE DEVELOPMENT
COMPANY, LLC, a California limited liability
company**

By: _____
Name: John Boswell
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015 by John Boswell, the Manager of Pacific Ridge Development Company, LLC, a California limited liability company, on behalf of such company.

Notary Public – State of Texas

CITY OF SEABROOK, a municipal corporation:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015 by _____, the _____ of City of Seabrook, a municipal corporation in the State of Texas, on behalf of said municipal corporation.

Notary Public – State of Texas

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Legal Description of 12.1341 Acre Tract

A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15, 16, 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being out of and a part of the residue of that certain 40.92 acre tract of land conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. This 12.1341 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas and the Southeast corner of that certain 3.4196 acres surveyed this date and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of said 3.4196 acre tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas, the South line of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of said

3.4196 acres, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of said 40.92 acres and the Southernmost Southeast corner and POINT OF BEGINNING of this tract. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: Continue South 86°53'32" West along the Southernmost South line of this tract, the South line of said Lots 17, 16 and 15, the Southernmost South line of said 40.92 acres, the North line of said Lot 9, the North line of said called 9.00 acres, the North line of Lot 8 of said Savings & Loan Company Subdivision, the North line of that certain 6.6960 acres (Tract II) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas and the North line of that certain 4.4742 acres conveyed by JSK 2000 Family Partnership, Ltd., to City of Seabrook, Texas by Deed dated March 2, 2006 and recorded under County Clerk's File No. Z173390 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 689.30 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of this tract and the Southeast corner of that certain 1.0499 acres (Lakeside Drive Extension - 80 feet wide) described in Dedication Agreement between City of Seabrook, Texas and Seabrook Venture II dated October 21, 2010 and recorded under County Clerk's File No. 20100467859 of the Official Public Records of Real Property of Harris County, Texas. Said point being in a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 2040.00, a central angle of 01°21'44" and a chord bearing and distance of North 05°29'45" West 48.50 feet, for an arc length of 48.50 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Easterly.

THENCE: Along and around said curve to the right, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 560.00 feet, a central angle of 12°56'48" and a chord bearing and distance of North 00°17'47" East 126.27 feet, for an arc length of 126.54 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North 06°46'11" East along the West line of this tract and the East line of said 1.0499 acres for a distance of 103.73 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 640.00 feet, a central angle of $09^{\circ}56'11''$ and a chord bearing and distance of North $01^{\circ}48'05''$ East 110.85 feet, for an arc length of 110.99 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North $03^{\circ}10'00''$ West along the West line of this tract and the East line of said 1.0499 acres for a distance of 85.70 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 565.46 feet, a central angle of $09^{\circ}45'15''$ and a chord bearing and distance of North $07^{\circ}33'13''$ West 96.15 feet, for an arc length of 96.27 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the Northeast corner of said 1.0499 acres. Said point being the Southeast corner of Lakeside Drive (80 feet wide right-of-way) as shown on Amending Plat of Oak Ridge Meadows, Section 1, Final Plat recorded under County Clerk's File No. Z500646 of the Map Records of Harris County, Texas. Said point being the BEGINNING POINT of another curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said Lakeside Drive, said curve having a radius of 640.00 feet, a central angle of $20^{\circ}26'56''$ and a chord bearing and distance of North $22^{\circ}07'00''$ West 227.21 feet, for an arc length of 228.42 feet to a 1/2 inch iron rod, with cap (BHA), set for the Northwest corner of this tract and the Southwest corner of Restricted Reserve "C" of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat.

THENCE: North $88^{\circ}01'49''$ East along the Westernmost North line of this tract and the Westernmost South line of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat, and at 11.47 feet pass a 5/8 inch iron rod for the Southeast corner of said Restricted Reserve "C" and the Southernmost Southwest corner of Lot 7 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat; at 548.52 feet pass a 5/8 inch iron rod found for the Southeast corner of Oak Meadow Drive (50 feet wide right-of-way) and the Southwest corner of Lot 28 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat; in all, a total distance of 688.90 feet to a 5/8 inch iron rod found in the West line of Lot 26 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat, for the Northernmost Northeast corner of this tract and the Southeast corner of Lot 27 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat.

THENCE: South $02^{\circ}10'54''$ East along the Northernmost East line of this tract and the West line of said Lot 26 for a distance of 69.07 feet to a 5/8 inch iron rod found in an interior line of said 40.92 acres, the North line of that certain 3.9818 acres surveyed this date and the North line of that certain 3.982 acres conveyed by The Presbyterian Extension Committee, Presbyterian Church, U.S. of Greater Houston to Richard W.

Harral, Jr., by Deed dated July 10, 1978 and recorded under County Clerk's File No. F676747 of the Deed Records of Harris County, Texas, for the Southwest corner of said Lot 26 and an exterior corner of this tract.

THENCE: South 86°51'37" West along an interior line of this tract, an interior line of said 40.92 acres, the North line of said 3.982 acres and the North line of said 3.9818 acres for a distance of 11.24 feet to a 1/2 inch iron rod, with cap (BHA), set for an interior corner of this tract, an interior corner of said 40.92 acres, the Northwest corner of said 3.982 acres and the Northwest corner of said 3.9818 acres.

THENCE: South 03°03'31" East along the an interior line of this tract, an interior line of said 40.92 acres, the West line of said 3.982 acres and the West line of said 3.9818 acres for a distance of 340.64 feet to a 1/2 inch iron pipe found for an interior corner of this tract, an interior corner of said 40.92 acres, the Southwest corner of said 3.982 acres and the Southwest corner of said 3.9818 acres. Said point has a State Plane Coordinate Value of Y=13,779,584.33 and X=3,229,907.59.

THENCE: North 86°54'13" East along the Easternmost North line of this tract, an interior line of said 40.92 acres, the South line of said 3.982 acres, the South line of said 3.9818 acres, the North line of that certain 0.197 of an acre (road easement) conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1968 and recorded under County Clerk's File No. C828389 of the Deed Records of Harris County, Texas, the North line of that certain 0.656 of an acre (60 feet wide road easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas and the North line of that certain 0.453 of an acre Right-of-Way and Easement conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated August 8, 1966 and recorded under County Clerk's File No. C352399 of the Deed Records of Harris County, Texas for a distance of 530.24 feet to a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southernmost Pacific Railroad (also known as the T. & N. O. Railroad - 100 feet wide right-of-way) and the East line of said Lot 18 for the Easternmost Northeast corner of this tract, an exterior corner of said 40.92 acres, the Northeast corner of said 0.453 of an acre, the Northeast corner of said 0.656 of an acre, the Southeast corner of said 3.982 acres and the Southeast corner of said 3.9818 acres; from which a 5/8 inch iron rod (found) bears South 10°11'43" West 0.35 feet.

THENCE: South 10°11'38" East along the Easternmost East line of this tract, an exterior East line of said 40.92 acres, the East line of said Lot 18 and the West right-of-way line of said Railroad for a distance of 60.33 feet to a 5/8 inch iron rod found for the Easternmost Southeast corner of this tract, an exterior Southeast corner of said 40.92 acres, the Southeast corner of said 0.453 of an acre, the Southeast corner of said 0.656 of an acre, the Northeast corner of said 3.4196 acres surveyed this date and the Northeast corner of said 1.716 acres.

THENCE: South 86°54'13" West along the Easternmost South line of this tract, an exterior South line of said 40.92 acres, the North line of said 3.4196 acres, the South line of said 0.453 of an acre, the South line of said 0.656 of an acre, the South line of said 0.197 of an acre, the North line of said 0.6887 of an acre and the North line of said 1.000 acre tract of land, for a distance of 479.38 feet to a 5/8 inch iron rod found for an interior corner of this tract, an interior corner of said 40.92 acres, the Northwest corner of said 3.4196 acres, the Northwest corner of said 1.000 acres, the Southwest corner of said 0.197 of an acre and the Southwest corner of said 0.656 of an acre. Said point has a State Plane Coordinate Value of Y=13,779,527.66 and X=3,229,968.99.

THENCE: South 03°48'28" East along the Southernmost East line of this tract, the Southernmost East line of said 40.92 acres, the West line of said 3.4196 acres and the West line of said 1.000 acres for a distance of 300.27 feet to the PLACE OF BEGINNING and containing within these boundaries 12.1341 acres or 528,562.77 square feet of land.

EXHIBIT "B"

LEGAL DESCRIPTION OF ADJACENT PROPERTY

A 3.4196 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being all of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas; all of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas and all of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas. This 3.4196 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner and POINT OF BEGINNING of this tract and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of this tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of said 0.6887 of an acre, the South line of said 1.000 acre, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of this tract, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of that certain 12.1341 acres surveyed this date and the Southernmost Southeast corner of that certain 40.92 acres conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by
PAGE 2 - 3.4196 ACRES, TRACT 2.

Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: North 03°48'28" West along the West line of this tract, the West line of said 1.000 acres, the Southernmost East line of said 12.1341 acres and the Southernmost East line of said 40.92 acres for a distance of 300.27 feet to a 5/8 inch iron rod found for the Northwest corner of this tract, the Northwest corner of said 1.000 acres, an interior corner of said 12.1341 acres, an interior corner of said 40.92 acres, the Southwest corner of that 0.656 of an acre (60 feet wide road easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas and the Southwest corner of that certain 0.197 of an acre (road easement) conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1968 and recorded under County Clerk's File No. C828389 of the Deed Records of Harris County, Texas. Said point has a State Plane Coordinate Value of Y=13,779,527.66 and X=3,229,968.99.

THENCE: North 86°54'13" East along the North line of this tract, the North line of said 1.000 acres, the North line of said 0.6887 of an acre, the North line of said 1.716 acres, the South line of said 0.197 of an acre, the South line of said 0.656 of an acre, the South line of that certain 0.453 of an acre Right-of-Way and Easement conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated August 8, 1966 and recorded under County Clerk's File No. C352399 of the Deed Records of Harris County, Texas, the Easternmost South line of said 12.1341 acres and the Easternmost South line of said 40.92 acres for a distance of 479.38 feet to a 5/8 inch iron rod found in the East line of said Lot 18 and the West right-of-way line of said Railroad for the Northeast corner of this tract, the Northeast corner of said 1.716 acres, the Southeast corner of said 0.453 of an acre, the Southeast corner of said 0.656 of an acre, the Easternmost Southeast corner of said 40.62 acres and the Easternmost Southeast corner of said 12.1341 acres.

THENCE: South 10°11'39" East along the East line of this tract, the East line of said Lot 18, the East line of said 1.716 acres and the West right-of-way line of said Railroad for a distance of 302.46 feet to the PLACE OF BEGINNING and containing within these boundaries 3.4196 acres of 148,958.78 square feet of land.

10-FOOT WIDE UTILITY EASEMENT

0.0208 ACRES (906 SQUARE FEET) SITUATED IN THE
RITSON MORRIS SURVEY, A-52,
HARRIS COUNTY, TEXAS

BEING a tract or parcel containing 0.0208 acres (906 square feet) of land situated in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being out of and a called 1.716 acre tract conveyed to the City of Seabrook by deed dated August 2, 1972 and recorded under Harris County Clerks File (H.C.C.F.) Number D695743, Harris County Deed Records (H.C. D.R.), said 0.0208 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in the deed for a called 12.1341 acre tract (Exhibit 2) of land conveyed to Pacific Ridge Development Company by deed dated January 17, 2014 recorded as H.C.C.F. Number 20140024270, Official Property Records of Real Property of Harris County):

COMMENCING at a 5/8-inch iron rod found marking the southwesterly right-of-way corner of Humble Drive (called 60 feet wide) as described in a called 0.197 acre Right of Way and Easement by deed dated December 9, 1968, and recorded in H.C.C.F. Number C828389, marking an interior corner of a southerly line of said 12.1341 acre tract and the northwesterly corner of a called 1.000 acre tract as conveyed to City of Seabrook by deed dated December 9, 1967 recorded under H.C.C.F. Number C828387, H.C.D.R.;

THENCE, North 86°54'13" East, along the southerly right-of-way line of said Humble Drive, a southerly line of said 12.1341 acre tract, the northerly line of said 1.000 acre tract and the northerly line of a called 0.6887 acre tract as conveyed to City of Seabrook by deed dated April 19, 1966, and recorded under H.C.C.F. Number C828387, H.C.D.R., a distance of 246.93 feet to the **POINT OF BEGINNING**, the northeasterly corner of said 0.6887 acre tract, the northwesterly corner of said 1.716 acre tract, and the northwesterly corner of the herein described tract;

THENCE, North 86°54'13" East, continuing along said southerly right-of-way, the northerly line of said 1.716 acre tract, and the southerly line of 0.453 acre easement, a distance of 10.00 feet to a point for the northeasterly corner of the herein described tract, from which a 5/8-inch iron rod found in the said southerly right-of-way line of said Humble Drive marking an angle point in a southerly line of said 12.1341 acre tract, the northeasterly corner of said 1.716 acre tract, and the southeasterly corner of a called 0.453 acre Right of Way and Easement by deed dated August 2, 1972, and recorded in H.C.C.F. Number C352399, H.C.D.R., bears North 86°54'13" East, a distance of 222.45 feet;

THENCE, South 03°49'53" East, departing said southerly right-of-way line, the northerly line of said 1.716 acre tract, and the southerly line of 0.453 acre easement and along a line lying 10.00 feet easterly of and parallel with the common boundary line between said 0.6887 and 1.716 acre tracts, a distance of 85.57 feet to a point for the southeasterly corner of the herein described tract;

THENCE, South 41°10'07" West, departing said parallel line, a distance of 14.14 feet to a point on said common boundary line for the southwesterly corner of the herein described tract;

THENCE, North 03°49'53" West, along said common boundary line, a distance of 95.70 feet to the **POINT OF BEGINNING** and containing 0.0208 acres (906 square feet) of land.

Notes:

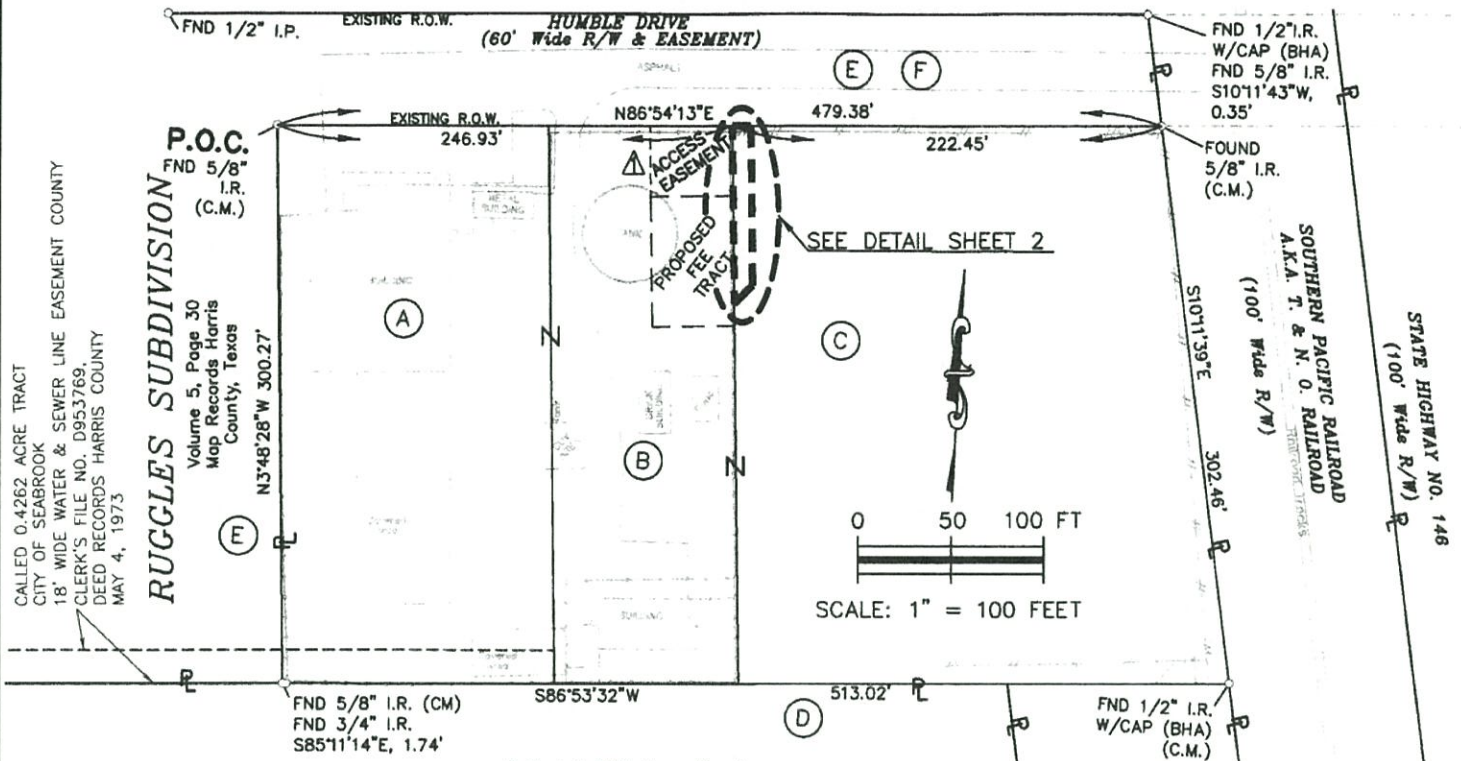
1. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated October 8, 2015, revised October 15, 2015, and titled "CITY OF SEABROOK UTILITY EASEMENT, RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS".

Cobb Fendley & Associates, Inc.
1506 E. Broadway, Suite 201
Pearland, Texas 77581
281-993-4952
TBPLS Firm Registration No. 100467
Job Number 1112-001-00-05
October 8, 2015
Revised October 15, 2015



EXHIBIT "C-1"

RITSON MORRIS SURVEY ABSTRACT NO. 52



LEGEND:

- FND MONUMENT (AS NOTED)
- I.R. FOUND IRON ROD
- (C.M.) CONTROLLING MONUMENT
- SIRC SET 5/8" IRON ROD W/
- CAP (COBB, FENDLEY, & ASSOCIATES)
- P PROPERTY LINE
- N LAND HOOK



NOTES:

1. BEARINGS ARE ORIENTED TO THE BEARING BASE REFLECTED IN THE DEED FOR A CALLED 12.1341 ACRE TRACT (EXHIBIT 2) OF LAND CONVEYED TO PACIFIC RIDGE DEVELOPMENT COMPANY RECORDED AS HARRIS COUNTY CLERK'S FILE NUMBER 20140024270, OFFICIAL PROPERTY RECORDS OF REAL PROPERTY OF HARRIS COUNTY.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND/OR RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
3. THIS SURVEY PLAT IS REFERENCED TO A METES AND BOUNDS DESCRIPTION TITLED "10-FOOT WIDE UTILITY EASEMENT 0.0208 ACRES (906 SQUARE FEET) IN THE RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS" PREPARED BY COBB, FENDLEY, AND ASSOCIATES, INC. DATED OCTOBER 8, 2015, REVISED OCTOBER 15, 2015.

Called 1.000 Acre Tract
City of Seabrook
County Clerk's File No. C828387
Deed Records Harris County
December 9, 1967

Called 0.6887 Acre Tract
City of Seabrook
County Clerk's File No. C401938
Deed Records Harris County
April 19, 1966

Called 1.716 Acre Tract
City of Seabrook
County Clerk's File No. D695743
Deed Records of Harris County
August 2, 1972

Called 9.00 Acre Tract
Texas Eastern Products
Pipeline Company
County Clerk's File No. M537657
Official Property Records of
Real Property, Harris County
March 24, 1988

Called 12.1341 Acre Tract
(Exhibit 2)
Texas Eastern Products
Pipeline Company
County Clerk's File No.
20140024270
Official Property Records of
Real Property, Harris County
January 17, 2014

Humble Drive (R/W & Easement)

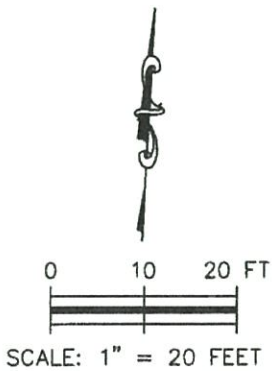
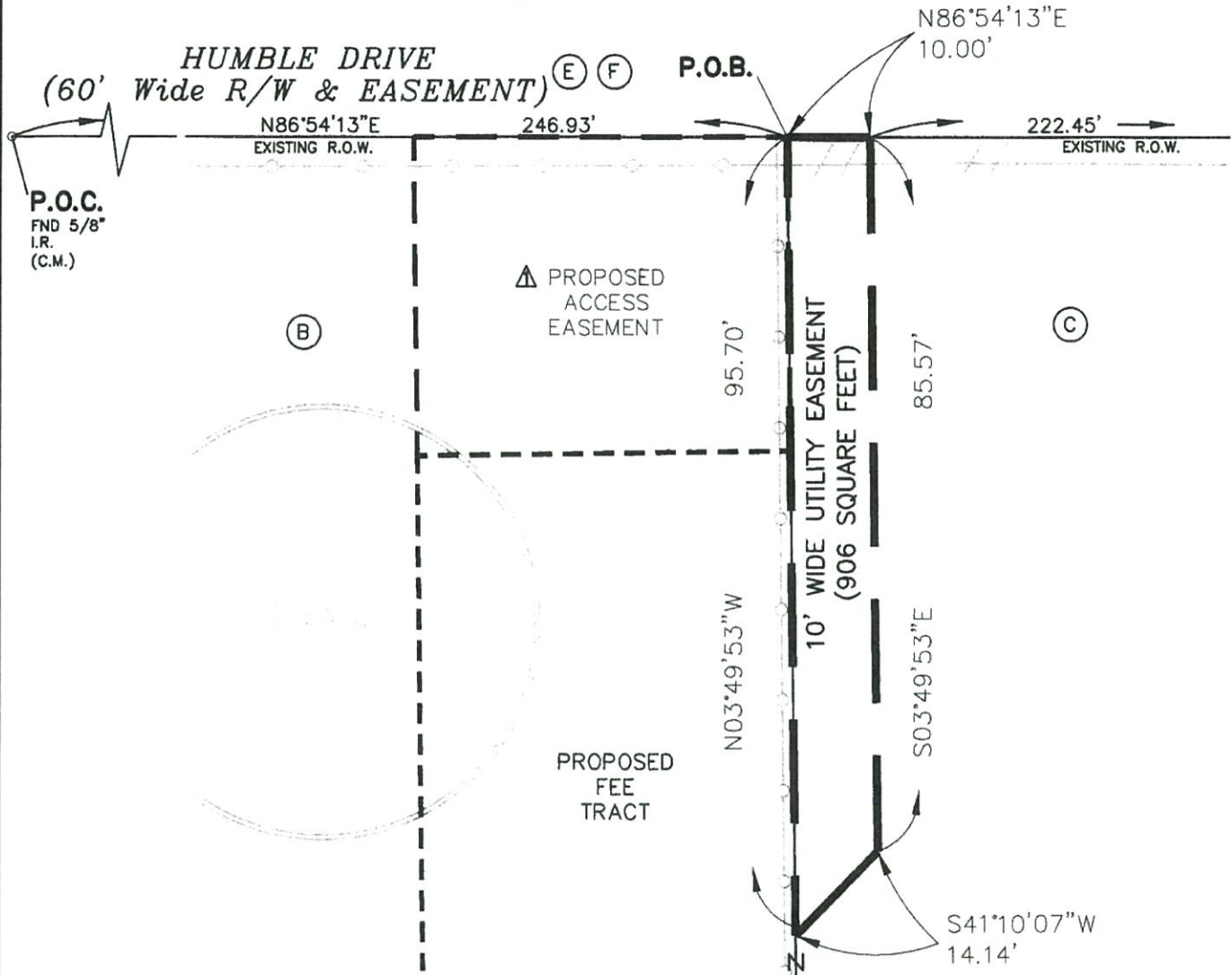
Called 0.197 Acre Tract
City of Seabrook
December 9, 1968
County Clerk's File
No. C828389
Deed Records Harris County

Called 0.656 Acre Tract
Charter Financial Group, Inc.
(Trustee)
November 12, 1974
County Clerk's File No.
E318543
Deed Records Harris County

Called 0.453 Acre Tract
City of Seabrook
August 8, 1966
County Clerk's File No. C352399
Deed Records Harris County

PROJECT	CITY OF SEABROOK UTILITY EASEMENT RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS		
OWNER	CITY OF SEABROOK		
LOCATION	WATER PLANT — SEABROOK, TX		
 CobbFendley T.B.P.L.S. Firm Registration No. 100467 1506 E. Broadway, Suite 201 Pearland, Texas 77581 281.993.4952 fax 281.993.8086 www.cobbfendley.com			
DRAWN BY: KO	DATE: 10-08-2015	SHEET 1	OF 2
DESIGNED BY: KO	SCALE: 1" = 100'	F.B. NO. 2784	REVISED
CHK'D BY: WEM	PROJECT NO. 1112-001-00-05		 10-15-2015

EXHIBIT "C-1"
RITSON MORRIS SURVEY
ABSTRACT NO. 52



LEGEND:

- FND
I.R.
(C.M.)
SIRC
- MONUMENT (AS NOTED)
FOUND
IRON ROD
CONTROLLING MONUMENT
SET 5/8" IRON ROD W/
CAP (COBB, FENDLEY, &
ASSOCIATES)
PROPERTY LINE
LAND HOOK
- P —
N

NOTES:

1. SEE SHEET 1 (OF 2) FOR ALL NOTES AND DEED REFERENCES.

PROJECT		CITY OF SEABROOK UTILITY EASEMENT RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS	
OWNER		CITY OF SEABROOK	
LOCATION		WATER PLANT — SEABROOK, TX	
 CobbFendley T.B.P.L.S. Firm Registration No. 100467 1506 E. Broadway, Suite 201 Pearlman, Texas 77581 281.993.4952 fax 281.993.8086 www.cobbfendley.com			
DRAWN BY:	DATE:	SHEET	REVISED
KO	10-08-2015	2 OF 2	
DESIGNED BY:	SCALE:	F.B. NO.	
KO	1" = 20'	2784	
CHK'D BY:	PROJECT NO.	10-15-2015	
WEM	1112-001-00-05		

VARIABLE WIDTH UTILITY EASEMENT

0.0855 ACRES (2,726 SQUARE FEET) SITUATED IN THE
RITSON MORRIS SURVEY, A-52,
HARRIS COUNTY, TEXAS

PART 1

BEING a 10-foot wide tract or parcel containing 0.0442 acres (1,926 square feet) of land situated in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being out of called 0.6887 acre tract conveyed to the City of Seabrook by deed dated April 19, 1966, and recorded under Harris County Clerks File (H.C.C.F.) Number C401938, Harris County Deed Records (H.C.D.R.), said 0.0442 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in the deed for a called 12.1341 acre tract (Exhibit 2) of land conveyed to Pacific Ridge Development Company by deed dated January 17, 2014, and recorded as H.C.C.F. Number 20140024270, Official Property Records of Real Property of Harris County (O.P.R.R.P.H.C.)):

COMMENCING at a 5/8-inch iron rod found marking the southwesterly right-of-way corner of Humble Drive (called 60 feet wide) as described in a called 0.197 acre Right of Way and Easement by deed dated December 9, 1968, and recorded in H.C.C.F. Number C828389, marking an interior corner of a southerly line of said 12.1341 acre tract and the northwesterly corner of a called 1.000 acre tract as conveyed to City of Seabrook by deed dated December 9, 1967 recorded under H.C.C.F. Number C828387, H.C.D.R.;

THENCE, North 86°54'13" East, along the southerly right-of-way line of said Humble Drive, a southerly line of said 12.1341 acre tract, the northerly line of said 1.000 acre tract, and the northerly line of said 0.6887 acre tract, a distance of 246.93 feet to a point for the northeasterly corner of said 0.6887 acre tract and the northwesterly corner of a called 1.716 acre tract conveyed to City of Seabrook by deed dated August 2, 1972, and recorded under H.C.C.F. Number D695743, H.C.D.R., from which a 5/8-inch iron rod found in the said southerly right-of-way line of said Humble Drive marking an angle point in a southerly line of said 12.1341 acre tract, the northeasterly corner of said 1.716 acre tract, and the southeasterly corner of a called 0.453 acre Right of Way and Easement by deed dated August 2, 1972, and recorded in H.C.C.F. Number C352399, H.C.D.R., bears North 86°54'13" East, a distance of 232.45 feet;

THENCE, South 03°49'53" East, departing said southerly right-of-way line, and along the common boundary line between said 0.6887 and 1.716 acre tracts, a distance of 107.57 feet to the **POINT OF BEGINNING** and the northeasterly corner of the herein described tract;

THENCE, South 03°49'53" East, continuing along said common boundary line, a distance of 192.65 feet to a point on the northerly line of a called 9.00 acre tract conveyed to Texas Eastern Products Pipeline Company by deed dated March 24, 1988, and recorded under H.C.C.F. No. M537657, O.P.R.R.P.H.C., for the southwesterly corner of said 1.716 acre tract, the southeasterly corner of said 0.6887 acre tract and of the herein described tract, and a point hereinafter described as **POINT "A"**;

THENCE, South 86°53'32" West, along the common boundary line between said 9.00 and 0.6887 acre tracts, a distance of 10.00 feet to a point for the southwesterly corner of the herein described tract;

THENCE, North 03°49'53" West, along a line lying 10.00 feet westerly of and parallel with the common boundary line between said 0.6887 and 1.716 acre tracts, a distance of 192.53 feet to a point for the northwesterly corner of the herein described tract;

THENCE, North 86°10'07" East, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.0442 acres (1,926 square feet) of land.

PART 2

BEING an 18-foot wide tract or parcel containing 0.0413 acres (1,800 square feet) of land situated in the Ritson Morris Survey, Abstract Number 52, Harris County, Texas, being the southerly 18.00 feet of said 0.6887 acre tract, said 0.0413 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected in the deed for said 12.1341 acre tract (Exhibit 2):

BEGINNING at the aforementioned **POINT "A"**;

THENCE, South 86°53'32" West, along the common boundary line between said 9.00 and 0.6887 acre tracts, a distance of 100.02 feet to a point for the southeasterly corner of said 1.000 acre tract and the southwesterly corner of said 0.6887 acre tract and the herein described tract;

THENCE, North 03°49'53" West, along the common boundary line of said 1.000 and 0.6887 acre tracts, a distance of 18.00 feet to a point for the northwesterly corner of the herein described tract;

THENCE, North 86°53'32" East, along a line lying 18.00 feet northerly of and parallel with the common boundary line between said 9.00 and 0.6887 acre tracts, a distance of 100.02 feet to the common boundary line between said 0.6887 and 1.716 acre tracts and a point for the northeasterly corner of the herein described tract;

THENCE, South 03°49'53" East, along said common boundary line, a distance of 18.00 feet to the **POINT OF BEGINNING** and containing 0.0413 acres (1,800 square feet) of land.

Notes:

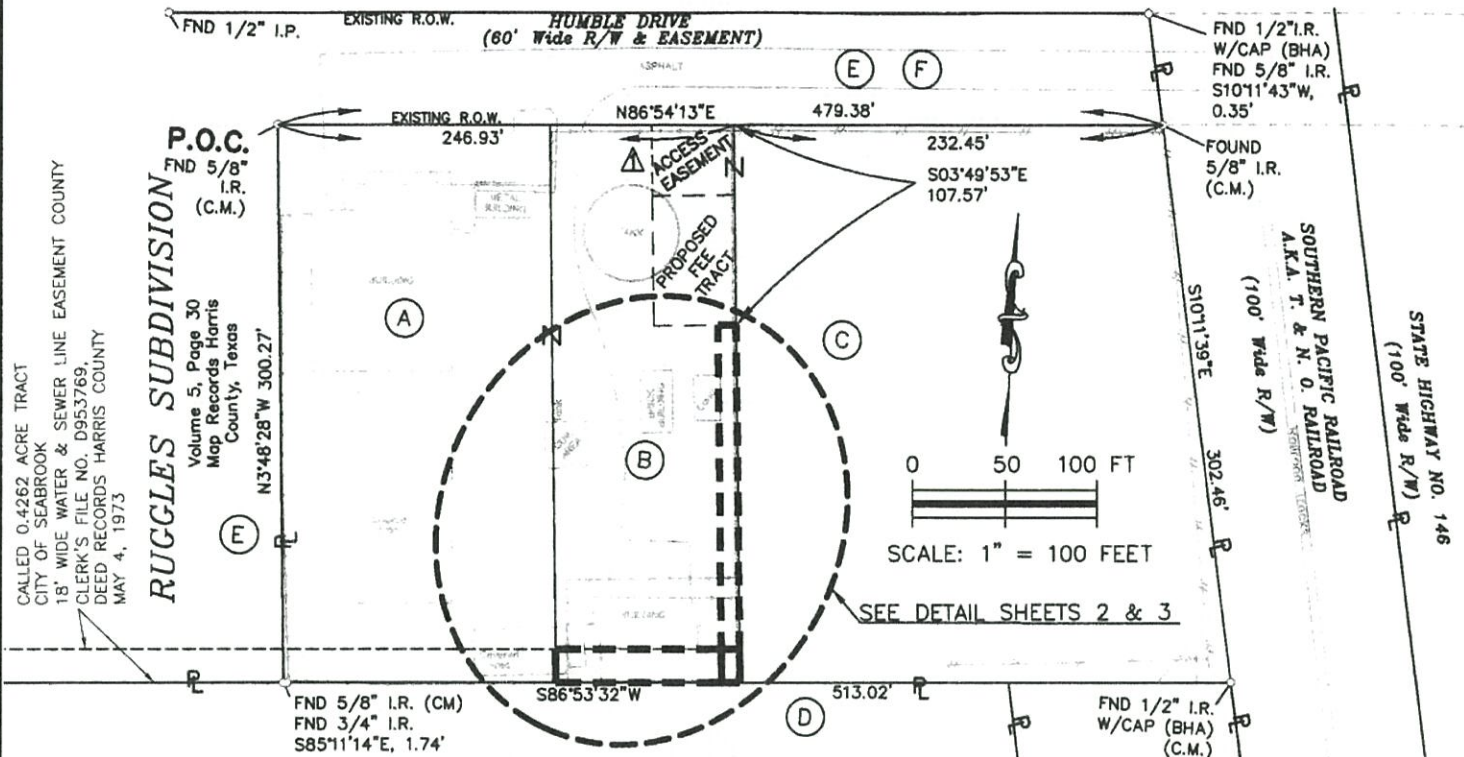
1. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated October 8, 2015, revised October 15, 2015, and titled "CITY OF SEABROOK UTILITY EASEMENT, RITSON MORRIS SURVEY, A-52, HARRIS COUNTY, TEXAS".

Cobb Fendley & Associates, Inc.
1506 E. Broadway, Suite 201
Pearland, Texas 77581
281-993-4952
TBPLS Firm Registration No. 100467
Job Number 1112-001-00-05
October 8, 2015
Revised October 15, 2015



EXHIBIT "C-2"

RITSON MORRIS SURVEY ABSTRACT NO. 52



PROJECT	CITY OF SEABROOK UTILITY EASEMENT RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS		
OWNER	CITY OF SEABROOK		
LOCATION	WATER PLANT - SEABROOK, TX		
 CobbFendley T.B.P.L.S. Firm Registration No. 100467 1506 E. Broadway, Suite 201 Pearland, Texas 77581 281.993.4952 fax 281.993.8086 www.cobbfendley.com			
DRAWN BY: KO	DATE: 10-08-2015	SHEET 1	OF 3
DESIGNED BY: KO	SCALE: 1" = 100'	F.B. NO. 2764	REVISED
CHK'D BY: WEM	PROJECT NO. 1112-001-00-05		 10-15-2015

EXHIBIT "C-2"

HUMBLE DRIVE
(60' Wide R/W & EASEMENT)

P.O.C.
FND 5/8"
I.R.
(C.M.)

RITSON MORRIS SURVEY
ABSTRACT NO. 52

CALLLED 0.4262 ACRE TRACT
CITY OF SEABROOK
18' WIDE WATER & SEWER LINE EASEMENT COUNTY
CLERK'S FILE NO. D953769,
DEED RECORDS HARRIS COUNTY
MAY 4, 1973

EXISTING R.O.W.

EXISTING R.O.W.

PROPOSED
FEE AREA

P.O.B.

N86°10'07"E
10.00'

S03°49'53"E
107.57'

192.53'

N03°49'53"W

PART 1 - 10' WIDE UTILITY EASEMENT (1,926 SQUARE FEET)

192.65'

S03°49'53"E

POINT "A"

S86°53'32"W
10.00'

0 15 30 FT

SCALE: 1" = 30 FEET

LEGEND:

○ MONUMENT (AS NOTED)
FND FOUND
I.R. IRON ROD
(C.M.) CONTROLLING MONUMENT
SIRC SET 5/8" IRON ROD W/
CAP (COBB, FENDLEY, &
ASSOCIATES)
R PROPERTY LINE
N LAND HOOK

NOTES:

1. SEE SHEET 1 (OF 3) FOR ALL NOTES AND DEED REFERENCES.

PROJECT			
CITY OF SEABROOK UTILITY EASEMENT RITSON MORRIS SURVEY, A-52 HARRIS COUNTY, TEXAS			
OWNER			
CITY OF SEABROOK			
LOCATION			
WATER PLANT - SEABROOK, TX			
 T.B P.L.S. Firm Registration No. 100467 1506 E. Broadway, Suite 201 Pearland, Texas 77581 281.993.4952 fax 281.993.8086 www.cobbfendley.com			
DRAWN BY:	DATE:	SHEET	REVISED
KO	10-08-2015	2 OF 3	
DESIGNED BY:	SCALE:	F.B. NO.	
KO	1" = 30'	2784	
CHK'D BY:	CHK'D BY:	PROJECT NO.	
WEM	WEM	1112-001-00-05	
			10-15-2015

EXHIBIT "C-2"

HUMBLE DRIVE
(60' Wide R/W & EASEMENT)

(E) (F)

P.O.C.
FND 5/8"
I.R.
(C.M.)

RITSON MORRIS SURVEY
ABSTRACT NO. 52

CALLED 0.4262 ACRE TRACT
CITY OF SEABROOK
18' WIDE WATER & SEWER LINE
EASEMENT
COUNTY CLERK'S FILE NO. D953769,
DEED RECORDS HARRIS COUNTY
MAY 4, 1973

N86°54'13"E

246.93'

EXISTING R.O.W.

EXISTING R.O.W.

282.22'

(A)

(B)

(C)

S03°49'53"E

N03°49'53"W
18.00'

N86°53'32"E
100.02'

S03°49'53"E
18.00'

PART 2 - 18' WIDE UTILITY
EASEMENT (1,800 SQUARE FEET)

POINT "A"

100.02'
S86°53'32"W

(D)

LEGEND:

○ MONUMENT (AS NOTED)
FND FOUND
I.R. IRON ROD
(C.M.) CONTROLLING MONUMENT
SIRC SET 5/8" IRON ROD W/
CAP (COBB, FENDLEY, &
ASSOCIATES)
P PROPERTY LINE
N LAND HOOK



0 15 30 FT
SCALE: 1" = 30 FEET

PROJECT CITY OF SEABROOK
UTILITY EASEMENT
RITSON MORRIS SURVEY, A-52
HARRIS COUNTY, TEXAS
OWNER CITY OF SEABROOK
LOCATION WATER PLANT - SEABROOK, TX

CobbFendley

T.B.P.L.S. Firm Registration No. 100467
1506 E. Broadway, Suite 201 Pearland, Texas 77581
281.993.4952 | fax 281.993.8086 | www.cobbfendley.com

DRAWN BY: KO	DATE: 10-08-2015	SHEET 3	OF 3	REVISED
DESIGNED BY: KO	SCALE: 1" = 30'	F.B. NO. 2764	PROJECT NO. 1112-001-00-05	10-15-2015

NOTES:

1. SEE SHEET 1 (OF 3) FOR ALL NOTES AND DEED REFERENCES.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

AMENDMENT OF UTILITY EASEMENT

WHEREAS, Pacific Ridge Development Company, LLC, a California limited liability company (“**Pacific Ridge**”) is the owner of real property located in the City of Seabrook, Texas, containing 12.1341 acres in the Ritson Morris Survey, Abstract 55, (the “**Property**”), as more particularly described by metes and bounds description contained in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes;

WHEREAS, a Sewer Line Easement is recorded under film code no. E018388 of the Deed Records of Harris County which dedicates a 20 foot wide sewer line easement on the Property (the “**Easement**”) to the City of Seabrook, a municipal corporation in the State of Texas (the “**City**”) over the easement area described therein (“**Easement Area**”);

WHEREAS, the Property shall be redeveloped with a retail shopping center;

WHEREAS, Pacific Ridge and the City desire to amend the Easement.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pacific Ridge and the City agree as follows:

AGREEMENT:

1. Pacific Ridge may require relocation of the Easement Area in the future, with the prior written consent of the City, which consent will not be unreasonably withheld or delayed, at Pacific Ridge’s expense.
2. Pacific Ridge retains the right to use all or part of the Easement Area, as expanded or relocated from time to time in conjunction with the City as long as such use does not unreasonably interfere with the City’s use, including but not limited to driveways, landscaping, irrigation, parking, hardscaping, signage and granting other easements.
3. Except as amended hereby, all terms and provisions of the Easement shall remain in full force and effect. In the event of a conflict between the terms of the Easement and this amendment, this amendment shall control.

Executed in duplicate originals this the ____ day of November, 2015.

**PACIFIC RIDGE DEVELOPMENT
COMPANY, LLC, a California limited liability
company**

By: _____
Name: John Boswell
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015 by John Boswell, the Manager of Pacific Ridge Development Company, LLC, a California limited liability company, on behalf of such company.

Notary Public – State of Texas

CITY OF SEABROOK, a municipal corporation:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of November, 2015 by _____, the _____ of City of Seabrook, a municipal corporation in the State of Texas, on behalf of said municipal corporation.

Notary Public – State of Texas

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Legal Description of 12.1341 Acre Tract

A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15, 16, 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being out of and a part of the residue of that certain 40.92 acre tract of land conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. This 12.1341 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas and the Southeast corner of that certain 3.4196 acres surveyed this date and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of said 3.4196 acre tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas, the South line of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of said

3.4196 acres, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of said 40.92 acres and the Southernmost Southeast corner and POINT OF BEGINNING of this tract. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: Continue South 86°53'32" West along the Southernmost South line of this tract, the South line of said Lots 17, 16 and 15, the Southernmost South line of said 40.92 acres, the North line of said Lot 9, the North line of said called 9.00 acres, the North line of Lot 8 of said Savings & Loan Company Subdivision, the North line of that certain 6.6960 acres (Tract II) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas and the North line of that certain 4.4742 acres conveyed by JSK 2000 Family Partnership, Ltd., to City of Seabrook, Texas by Deed dated March 2, 2006 and recorded under County Clerk's File No. Z173390 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 689.30 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of this tract and the Southeast corner of that certain 1.0499 acres (Lakeside Drive Extension - 80 feet wide) described in Dedication Agreement between City of Seabrook, Texas and Seabrook Venture II dated October 21, 2010 and recorded under County Clerk's File No. 20100467859 of the Official Public Records of Real Property of Harris County, Texas. Said point being in a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 2040.00, a central angle of 01°21'44" and a chord bearing and distance of North 05°29'45" West 48.50 feet, for an arc length of 48.50 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Easterly.

THENCE: Along and around said curve to the right, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 560.00 feet, a central angle of 12°56'48" and a chord bearing and distance of North 00°17'47" East 126.27 feet, for an arc length of 126.54 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North 06°46'11" East along the West line of this tract and the East line of said 1.0499 acres for a distance of 103.73 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 640.00 feet, a central angle of 09°56'11" and a chord bearing and distance of North 01°48'05" East 110.85 feet, for an arc length of 110.99 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North 03°10'00" West along the West line of this tract and the East line of said 1.0499 acres for a distance of 85.70 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 565.46 feet, a central angle of 09°45'15" and a chord bearing and distance of North 07°33'13" West 96.15 feet, for an arc length of 96.27 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the Northeast corner of said 1.0499 acres. Said point being the Southeast corner of Lakeside Drive (80 feet wide right-of-way) as shown on Amending Plat of Oak Ridge Meadows, Section 1, Final Plat recorded under County Clerk's File No. Z500646 of the Map Records of Harris County, Texas. Said point being the BEGINNING POINT of another curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said Lakeside Drive, said curve having a radius of 640.00 feet, a central angle of 20°26'56" and a chord bearing and distance of North 22°07'00" West 227.21 feet, for an arc length of 228.42 feet to a 1/2 inch iron rod, with cap (BHA), set for the Northwest corner of this tract and the Southwest corner of Restricted Reserve "C" of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat.

THENCE: North 88°01'49" East along the Westernmost North line of this tract and the Westernmost South line of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat, and at 11.47 feet pass a 5/8 inch iron rod for the Southeast corner of said Restricted Reserve "C" and the Southernmost Southwest corner of Lot 7 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat; at 548.52 feet pass a 5/8 inch iron rod found for the Southeast corner of Oak Meadow Drive (50 feet wide right-of-way) and the Southwest corner of Lot 28 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat; in all, a total distance of 688.90 feet to a 5/8 inch iron rod found in the West line of Lot 26 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat, for the Northernmost Northeast corner of this tract and the Southeast corner of Lot 27 of said Amending Plat of Oak Ridge Meadows, Section 1, Final Plat.

THENCE: South 02°10'54" East along the Northernmost East line of this tract and the West line of said Lot 26 for a distance of 69.07 feet to a 5/8 inch iron rod found in an interior line of said 40.92 acres, the North line of that certain 3.9818 acres surveyed this date and the North line of that certain 3.982 acres conveyed by The Presbyterian Extension Committee, Presbyterian Church, U.S. of Greater Houston to Richard W.

Harral, Jr., by Deed dated July 10, 1978 and recorded under County Clerk's File No. F676747 of the Deed Records of Harris County, Texas, for the Southwest corner of said Lot 26 and an exterior corner of this tract.

THENCE: South 86°51'37" West along an interior line of this tract, an interior line of said 40.92 acres, the North line of said 3.982 acres and the North line of said 3.9818 acres for a distance of 11.24 feet to a 1/2 inch iron rod, with cap (BHA), set for an interior corner of this tract, an interior corner of said 40.92 acres, the Northwest corner of said 3.982 acres and the Northwest corner of said 3.9818 acres.

THENCE: South 03°03'31" East along the an interior line of this tract, an interior line of said 40.92 acres, the West line of said 3.982 acres and the West line of said 3.9818 acres for a distance of 340.64 feet to a 1/2 inch iron pipe found for an interior corner of this tract, an interior corner of said 40.92 acres, the Southwest corner of said 3.982 acres and the Southwest corner of said 3.9818 acres. Said point has a State Plane Coordinate Value of Y=13,779,584.33 and X=3,229,907.59.

THENCE: North 86°54'13" East along the Easternmost North line of this tract, an interior line of said 40.92 acres, the South line of said 3.982 acres, the South line of said 3.9818 acres, the North line of that certain 0.197 of an acre (road easement) conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1968 and recorded under County Clerk's File No. C828389 of the Deed Records of Harris County, Texas, the North line of that certain 0.656 of an acre (60 feet wide road easement) conveyed by Friendswood Development Company to Charter Financial Group, Inc., Trustee, by Deed dated November 12, 1974 and recorded under County Clerk's File No. E318543 of the Deed Records of Harris County, Texas and the North line of that certain 0.453 of an acre Right-of-Way and Easement conveyed by Red Bluff Development Company to City of Seabrook by Instrument dated August 8, 1966 and recorded under County Clerk's File No. C352399 of the Deed Records of Harris County, Texas for a distance of 530.24 feet to a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southernmost Pacific Railroad (also known as the T. & N. O. Railroad - 100 feet wide right-of-way) and the East line of said Lot 18 for the Easternmost Northeast corner of this tract, an exterior corner of said 40.92 acres, the Northeast corner of said 0.453 of an acre, the Northeast corner of said 0.656 of an acre, the Southeast corner of said 3.982 acres and the Southeast corner of said 3.9818 acres; from which a 5/8 inch iron rod (found) bears South 10°11'43" West 0.35 feet.

THENCE: South 10°11'38" East along the Easternmost East line of this tract, an exterior East line of said 40.92 acres, the East line of said Lot 18 and the West right-of-way line of said Railroad for a distance of 60.33 feet to a 5/8 inch iron rod found for the Easternmost Southeast corner of this tract, an exterior Southeast corner of said 40.92 acres, the Southeast corner of said 0.453 of an acre, the Southeast corner of said 0.656 of an acre, the Northeast corner of said 3.4196 acres surveyed this date and the Northeast corner of said 1.716 acres.

THENCE: South $86^{\circ}54'13''$ West along the Easternmost South line of this tract, an exterior South line of said 40.92 acres, the North line of said 3.4196 acres, the South line of said 0.453 of an acre, the South line of said 0.656 of an acre, the South line of said 0.197 of an acre, the North line of said 0.6887 of an acre and the North line of said 1.000 acre tract of land, for a distance of 479.38 feet to a 5/8 inch iron rod found for an interior corner of this tract, an interior corner of said 40.92 acres, the Northwest corner of said 3.4196 acres, the Northwest corner of said 1.000 acres, the Southwest corner of said 0.197 of an acre and the Southwest corner of said 0.656 of an acre. Said point has a State Plane Coordinate Value of Y=13,779,527.66 and X=3,229,968.99.

THENCE: South $03^{\circ}48'28''$ East along the Southernmost East line of this tract, the Southernmost East line of said 40.92 acres, the West line of said 3.4196 acres and the West line of said 1.000 acres for a distance of 300.27 feet to the PLACE OF BEGINNING and containing within these boundaries 12.1341 acres or 528,562.77 square feet of land.