

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

MARCH 9, 2015

Council Chamber	Public Hearings	6:00 PM
-----------------	-----------------	---------

7008 S. RICE AVENUE
BELLAIRE, TX 77401



Mayor

Dr. Philip L. Nauert

Mayor Pro Tem

Amanda B. Nathan

Councilman

James P. Avioli Sr.

Councilman

Pat B. McLaughlan

Councilman

Roman F. Reed

Councilman

Gus E. Pappas

Councilman

Andrew S. Friedberg

Mission Statement:

The City of Bellaire is dedicated to outstanding quality service and facilities to ensure an open, progressive, and secure community.

I. PUBLIC HEARING ON SPECIFIC USE PERMIT APPLICATION AND REQUEST - 4440 BISSONNET STREET, CMU ZONING DISTRICT.

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.

B. Notice of the Public Hearing - Tracy L. Dutton, City Clerk.

C. Summary of Procedure - Paul A. Hofmann, City Manager.

D. Presentation of Proposal:

Docket #SU-2014-02: Heitkamp Swift Architects will present an application and request submitted on behalf of Applicant and Property Owner Newcastle Bissonnet, LLC, for a specific use permit to allow for the inclusion of a hospital, acute and/or chronic care facility (i.e., pediatric urgent care clinic) within the three-story medical office building to be located at 4440 Bissonnet Street, Bellaire, Harris County, Texas, in the Corridor Mixed-Use District. {Requirement of Chapter 24, Planning and Zoning, Article V, Zoning Regulations, Division 2, Zoning District Regulations, Section 24-536 B. (2) b) 2), Corridor Mixed-Use District}

(Requested by John McDonald, Development Services)

E. Recognition of Citizens and Other Interested Parties - Dr. Philip L. Nauert, Mayor.

During this agenda item, the Mayor will call on each speaker who has signed the "Sign-in Sheet" located at the entrance to the Council Chamber. The speaker should step up to the podium as soon as he or she is recognized by the Mayor. Each speaker should state his or her name before beginning his or her presentation. **Each speaker is limited to five minutes, with no extension.** Notice will be given to speakers after four minutes that there is one minute left for comments.

F. Questions from Mayor and Members of City Council.

G. Close of the Public Hearing - Dr. Philip L. Nauert, Mayor.

Under the *Rules of Procedure, 2012-2014*, of the City Council of the City of Bellaire, Texas, as revised and adopted January 16, 2012, *Article 9, Rules Governing Public Hearings, Section I, Written Comments*, **oral comments** regarding the application and request from Newcastle Bissonnet, LLC, for a specific use permit for 4440 Bissonnet Street, Bellaire, Texas, **will not be received after the close of this public hearing.** Written comments may be submitted to the City Council of the City of Bellaire, Texas ("City Council"), prior to final deliberation on the matter. It is anticipated that final deliberation will occur on Monday, April 6, 2014. Written comments should, therefore, be submitted to the City Council in care of the City Clerk by noon on Thursday, April 2, 2015, in order to be considered for the public record.

H. Adjourn.

II. PUBLIC HEARING ON PROPOSED AMENDMENTS TO ZONING CODE REGARDING WRITTEN NOTIFICATION OF PUBLIC HEARINGS.

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.**B. Notice of Public Hearing - Tracy L. Dutton, City Clerk.****C. Summary of Procedure - Paul A. Hofmann, City Manager.****D. Presentation of Proposal:**

Presentation by Administrative Assistant to the Director of Development Services Ashley Parcus regarding proposed amendments by the Planning and Zoning Commission of the City of Bellaire, Texas, to Chapter 24, Planning and Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances, to increase the area for mailed notification from the current requirement of two hundred (200) feet to five hundred (500) feet.

(Requested by John McDonald, Development Services)

E. Recognition of Citizens and Other Interested Parties - Dr. Philip L. Nauert, Mayor.

During this agenda item, the Mayor will call on each speaker who has signed the "Sign-in Sheet" located at the entrance to the Council Chamber. The speaker should step up to the podium as soon as he or she is recognized by the Mayor. Each speaker should state his or her name before beginning his or her presentation. **Each speaker is limited to five minutes, with no extension.** Notice will be given to speakers after four minutes that there is one minute left for comments.

F. Questions from Mayor and Members of City Council.**G. Close of the Public Hearing - Dr. Philip L. Nauert, Mayor.**

Under the *Rules of Procedure, 2012-2014*, of the City Council of the City of Bellaire, Texas, as revised and adopted January 16, 2012, *Article 9, Rules Governing Public Hearings, Section I, Written Comments*, **oral comments** regarding the recommendation to amend the Zoning Code for the purpose of increasing the area for mailed written notice of public hearings **will not be received after the close of this public hearing.** Written comments may be submitted to the City Council of the City of Bellaire, Texas ("City Council"), prior to final deliberation on the matter. It is anticipated that final deliberation will occur on Monday, April 6, 2014. Written comments should, therefore, be submitted to the City Council in care of the City Clerk by noon on Thursday, April 2, 2015, in order to be considered for the public record.

H. Adjourn.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 03/09/15 06:00 PM
Department: Development Services
Category: Public Hearing
Department Head: John McDonald
DOC ID: 1516

**SCHEDULED
ACTION ITEM (ID # 1516)**

Item Title:

Docket #SU-2014-02: Heitkamp Swift Architects will present an application and request submitted on behalf of Applicant and Property Owner Newcastle Bissonnet, LLC, for a specific use permit to allow for the inclusion of a hospital, acute and/or chronic care facility (i.e., pediatric urgent care clinic) within the three-story medical office building to be located at 4440 Bissonnet Street, Bellaire, Harris County, Texas, in the Corridor Mixed-Use District. {Requirement of Chapter 24, Planning and Zoning, Article V, Zoning Regulations, Division 2, Zoning District Regulations, Section 24-536 B. (2) b) 2), Corridor Mixed-Use District}

Background/Summary:

A public hearing is scheduled on a application from Newcastle Bissonnet, LLC, on a request for a specific use permit to operate a pediatric urgent care clinic within a three-story medical office building to be constructed at 4440 Bissonnet Street (between Howard and Newcastle). This proposed use is only permitted with the issuance of a specific use permit within the Corridor Mixed-Use zoning district as it falls within the category of "hospital, acute and/or chronic care." [Sec. 24-536.B(2)b]

The building permit for this project was issued on November 3, 2014. This building was permitted under the requirements of a "mixed-use development" which requires two separate permitted use types. Medical offices is the primary use and the pediatric urgent care center was listed as the secondary use.

On December 14, 2014, the Planning and Zoning Commission held a public hearing on this item which included input from two residents and one written comment. At their regular meeting on January 13, 2015, the Commission voted unanimously to send the item forward to City Council with a favorable recommendation. The Report and Recommendation is attached and details the results of the public hearing and the conditions placed on the request.

The City Clerk has fulfilled the notice requirements for this public hearing and has prepared the attached affidavit certifying such.

Recommendation:

No action required. This item is tentatively scheduled for action at the March 16, 2015.

ATTACHMENTS:

- 4440 Bissonnet Memo to Council (PDF)
- P&Z Minutes-4440 Bissonnet PH (PDF)
- Application Letter (PDF)
- Letter of Affidavit (PDF)
- Title of Policy Ins (PDF)
- Environmental Assessment Form (PDF)
- CO_1 Zoning Site Plan(PDF)
- Site Plan (PDF)

- Elevations (PDF)
- Letter to Citizens in re Participation in Meetings - Public Hearings - SUP for Hospital Acute Chronic Care Facility - Newcastle Bissonnet LLC (DOCX)
- Notice of Public Hearing in re SUP for Hospital or Chronic Care Facility at 4440 Bissonnet - 2015 (DOCX)
- Property List - SUP - Hospital Acute Care Use - Newcastle Bissonnet LLC - 2015 (XLS)



CITY OF BELLAIRE

Planning and Zoning Commission

January 14, 2015

To: Mayor and City Council
From: Winfred Frazier, Chairman, Planning & Zoning Commission
CC: John McDonald, Director of Community Development
Subject: Report and Recommendation on an application for a Specific Use Permit at 4440 Bissonnet Street.

On Tuesday, December 9, 2014, the Planning & Zoning Commission held a public hearing for the purpose of reviewing an application on a request for a Specific Use Permit to include a hospital, acute, and/or chronic care facility within the three story medical office building, to be located at 4440 Bissonnet.

Any and all persons desiring to be heard in connection with the Specific Use Permit application were invited to speak before the Commission. Public comments during the hearing included two (2) residents who spoke against the application, as well as one (1) written comment, which was also against. The concerns included:

- Negative impact on the surrounding residential neighborhood
- Residents were not properly noticed about the public hearing
- Increased traffic in the area/circulation
- Noise caused by emergency vehicles/equipment
- Incomplete application

RECOMMENDATION

At their subsequent meeting held on January 13, 2015, and after due consideration and discussion, the Commission found that the application was consistent with the criteria and standards set forth in Section 24-615 of the City of Bellaire Code of Ordinances, and voted (6-0) to recommend approval of the Specific Use Permit at 4440 Bissonnet Street, with the following conditions:

- a stop sign be installed at the exit located on Newcastle Street
- a "no left turn" sign be installed at the exit on Howard Lane

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

- Christopher Butler, Winfred Frazier, Lynne Skinner, Marc Steinberg, Dirk Stiggins, Bill Thorogood

Members present and voting AGAINST this recommendation to City Council:

-None

Members Absent:

- Paul Simmons

A handwritten signature in black ink, appearing to read "Tim Flaherty". The signature is written in a cursive, flowing style with a long horizontal line extending from the end.

The public hearing was closed at 6:16 PM.

(Requested by John McDonald, Development Services)

2. Docket # SU-2014-02-Request for a Specific Use Permit, as required by Chapter 24, Planning and Zoning, Section 24-536 B. (2) b) 2), to allow for the inclusion of a hospital, acute, and/or chronic care facility within the three-story medical building to be located at 4440 Bissonnet St.

Presentation by the Applicant

Ben Notzon, Heitkamp Swift Architects-Mr. Notzon informed the Commission that the property is located at 4440 Bissonnet, at the corner of Newcastle and Bissonnet. He explained that they are asking for a Specific Use Permit to allow an acute care facility to house the bottom floor, while the top two floors would be professional offices for doctors.

Staff Findings

Mr. McDonald stated that the hearing is on a request from Newcastle Bissonnet, LLC, to incorporate a pediatric urgent care center within the medical office building located at 4440 Bissonnet Street. He explained that the building itself has already been permitted, but whether or not the urgent care center can go in is based on whether or not the Specific Use Permit is approved. Mr. McDonald informed the Commission that the application was submitted on October 29th, notification letters were mailed out on November 24th, and it was published in the paper on November 25th. He pointed out that the code states that hospital, acute, and/or chronic care is allowed, but only with a Specific use permit. Mr. McDonald mentioned that the property is located within the CMU Zoning District, and that to the north of the property is also CMU, but has previously gone before the Commission for a more mid-density residential planned development. To the south of the property is commercial, and to the east is undeveloped property, for which a building permit has previously been issued for a medical office building. Mr. McDonald added that this project has been put on hold. He stated that west of the property is a combination of CMU and R-5 commercial on the southern part, with mid-density residential across the northern. Mr. McDonald informed the Commission that the fire chief has reviewed the request, offers no objections to the requested use, and does not feel that there will be any conflict between services.

Public Comment

There were public comments by Ms. Beth Soletsky and Ms. Lynn McBee, as well as a written comment from Mr. Richard Franke. All three spoke against the Specific Use Permit, and cited the following reasons for their opposition:

- Negative impact on the surrounding residential neighborhood
- Residents were not properly noticed about the public hearing
- Increased traffic in the area/Circulation
- Noise caused by emergency vehicles/equipment
- Incomplete application

Rebuttal from the Applicant

Jeff Mickler, Jacob White Construction-Mr. Mickler explained that the current structure that has been permitted will not be negatively impacted by the granting of the Specific Use Permit. He also assured the residents that this is not an emergency

room, therefore emergency vehicles will not be coming to this site. He stated that there are more than enough parking spaces on site, and that the building will be Gold LEED Certified. Mr. Mickler added that he feels as though the proposal is the highest and best use for the property, and will be a positive influence on the City of Bellaire.

Allen Swift, Heitkamp Swift-Mr. Swift explained that the State of Texas differentiates between emergency care, which must be open 24/7, and urgent care, and that the proposed use is only intended for pediatric urgent care during business hours. He stated that it will be under the license of the pediatric provider, not the state. Mr. Swift mentioned that the use of the building meets current code and was previously reviewed during the permitting process.

Questions by the Commission

Commissioner Butler asked if there had been any exploration of the installation of a median at the exit of the parking garage to avoid back up on Newcastle.

Mr. Swift stated that it has not been explored, but that most traffic would not be exiting at that location.

Commissioner Butler asked what the elevation for the back of the garage is.

Mr. Swift explained that the only elevation description that was provided in the packet was for the building itself.

Commissioner Butler asked if he could give the Commission a description of the aesthetics of the structure.

Mr. Swift informed the Commission that the garage is a pre-manufactured concrete garage, with a back made of concrete panels. He added that crash panels will also be used to ensure that the surrounding residents will not see the cars' headlights.

Commissioner Butler asked if there were lighting standards on the top floor of the parking garage.

Mr. Swift explained that there will be motion sensor lights, which will go off after a certain time of no movement.

Mr. McDonald also mentioned that there are specific lighting regulations within the zoning code to help limit the overflow of light to any residential areas.

Commissioner Butler asked that the Commission be provided with an elevation of the garage.

Mr. Notzon informed the Commission that it will be a 5 level garage, with the top level at 41 feet. He also mentioned that the landscaping plan has not been included within the packet, but that the lower part of the building and garage will be highly buffered from the neighborhood.

Vice Chairman Thorogood mentioned that the Comprehensive Plan calls this area out as one of the hot spots for traffic problems within the city of Bellaire, and asked how they plan to mitigate the traffic going out of the circulator onto Newcastle.

Mr. Notzon admitted that it is hard to mitigate when you are adding. He believed that most traffic would go right out of the development, especially if they notice that the traffic is backed up to the left. He added that the site was extremely tight to develop within all of the rules and regulations.

Vice Chairman Thorogood asked if they would consider installing signage on site to restrict turns to the left and right only.

Mr. Notzon stated that they would be open to considering that.

Mr. Mickler suggested that it be revisited after giving it a little time to determine where the problem areas are.

Commissioner Butler asked if there had been discussions between Mr. Salomon, the town home builder, and this group.

Mr. McDonald explained that he had informed Mr. Salomon about this development and he was fully aware of what was being proposed.

Mr. Mickler added that he had also personally spoken to him for several hours regarding the proposed development.

Vice Chairman Thorogood asked where the ER entrance would be located.

Mr. Mickler reiterated that this will not be an emergency room, strictly a medical office building that offers urgent care, with a room for non-emergency medical procedures to take place.

Commissioner Skinner asked if a specific use permit was really necessary if this is an urgent care facility and not an emergency care facility.

Attorney Petrov informed the Commission that the code does not make a real distinction between the two, so the City decided to go with this course of action to be on the safer side. He agreed that a case could be made that no permit is required.

Commissioner Skinner asked if more traffic would be dumped onto Howard due to back ups on Newcastle.

Mr. Swift stated that it is a possibility, but the intent is that Newcastle would be the primary entrance and exit for the property.

Commissioner Skinner mentioned requiring a right only turn onto Howard.

Mr. Swift reiterated that the building owner is certainly open to doing that, if necessary.

Commissioner Skinner asked what the hours of the urgent care facility will be.

Mr. Swift explained that they are not sure yet what the exact hours will be because they have not begun the process of working with the operator to determine all of the specifics. He added that based on his experience in designing urgent care centers, they are typically open during normal business hours during the week, and sometimes on Saturdays.

Commissioner Skinner asked where the trash pick up and delivery would be located.

Mr. Swift explained that due to the fact that this is a medical office building, the trash would be taken care of during the evening hours as part of the building clean up.

Commissioner Skinner asked where the dumpster would be located.

Mr. Swift informed the Commission that the dumpster will be located on the Howard Lane side, in between the building and the parking garage, and across the street from the additional undeveloped commercial property. He added that it will be buffered by the garage in order to limit the impact on surrounding residents.

Vice Chairman Thorogood wanted to clarify that this property has always been available for commercial development, all the way down to where the current residential properties are located.

Mr. McDonald confirmed this.

Vice Chairman Thorogood asked if there were any revisions made during the creation of the CMU Zoning District that would allow for a larger structure or change in the structure.

Mr. McDonald explained that the CMU allows for a 3 story building, as well as a higher lot coverage.

Vice Chairman Thorogood mentioned that there was a question raised about notice, and asked what the distance is from the edge of the property in question to the first residential property.

Chairman Frazier stated that the map of the properties that were noticed had been provided to him, and that he would speak to that shortly.

Chairman Frazier mentioned that although emergency vehicles will not be frequenting the property, there has to be an opportunity for an ambulance to come to the building in the case of an unforeseen emergency.

Mr. Mickler agreed that there could be some cases in which an emergency vehicle will be needed. He explained that the building was designed with very large corridors on all three levels and will be completely accessible to those types of vehicles.

Chairman Frazier asked if noise abatement with regard to the roof-top equipment will be addressed.

Mr. McDonald explained that the mechanical details have already been approved, but if the noise exceeds allowable decibels then they will be required to mitigate for that.

Chairman Frazier asked how the noise levels are monitored after completion of the development.

Mr. McDonald informed the Commission that if the City gets complaints about the noise they will visit the site with a decibel reader to determine whether or not it exceeds the allowable number.

Chairman Frazier asked about bio-hazard waste and how it would be handled.

Mr. Mickler assured the Commission that it will be disposed of properly, and is handled in a completely different method than all other types of waste. He added that the building will be LEED certified and therefore must take into account noise pollution and light overflow for the surrounding properties. Mr. Mickler assured the Commission that they are going above and beyond the City's criteria in order to ensure that surrounding neighbors are not impacted by noise or light from this development.

Commissioner Skinner mentioned the town homes that are being proposed on Howard and Newcastle Street and asked if the construction of that development and the one in question will be happening all at the same time.

Mr. McDonald informed the Commission that they are ready to break ground on the medical office building in question, whereas the town home development (Bellaire Gardens) still has to go before, and be voted on by City Council. He added that once/if it is approved, Mr. Salomon must then submit building plans to the City, which must be reviewed and approved of as well. Mr. McDonald stated that he did not know if it was Mr. Salomon's intention to build spec, or if he would wait until the lots have been sold prior to beginning construction.

Commissioner Skinner asked where the big equipment would be located during construction.

Mr. Mickler explained that all equipment will be kept on site. He added that they are also involved with the medical project next door to this property, and will have the option to utilize that space as well, if need be. Mr. Mickler also mentioned that the goal is to complete the parking garage as soon as possible in order to use it during the construction process. He stated that additional contingencies are in place if parking on site becomes an issue.

Commissioner Simmons stated that he would like to see a parking plan during construction, detailing how they plan to mitigate the impact of parking on Howard Lane residents.

Mr. Mickler informed the Commission that they had attempted to set up a temporary parking lot on the property next door, but were informed by the City that this was not allowed.

Mr. McDonald stated that he did not know who Mr. Mickler spoke with, and stated that the City could look into it. He also told Commissioner Simmons that the inclusion of a parking plan is an appropriate request, and that this would be something that the Commission can include as a condition on the permit.

Chairman Frazier asked Mr. Mickler if they have had meetings with the surrounding residents.

Mr. Mickler explained that they have not actually held any meetings with the residents, but prior to breaking ground on the medical development next door they delivered a letter to everyone on Howard Street, which included information on what they were constructing as well as telephone numbers to use for any concerns or questions that the residents may have.

Chairman Frazier mentioned the question that had come up regarding whether or not the surrounding residents were properly notified. He informed the Commission and the public that during the meeting he was provided with the list of residents that are

within the 200 foot notification zone, and that the property in question is not in fact within that area. Chairman Frazier added that no one has been more in favor of increasing the notification area than the Planning and Zoning Commission, and that they are currently in the process of addressing that issue.

Attorney Petrov mentioned that there are many residents that are not within the notification zone who are interested in what is occurring, which is why the City also requires the installation of signs on the property in question.

Mr. McDonald informed the Commission and the public that written comments on this application will be accepted until 4:00 PM on January 7, 2015.

Motion: a motion was made by Vice Chairman Thorogood and seconded by Commission Simmons to close the public hearing.

Vote: the motion carried on a unanimous vote of 6-0.

The public hearing was closed at 7:13 PM.
(Requested by John McDonald, Development Services)

VI. CURRENT BUSINESS (ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR POSSIBLE ACTION)

There were no items for Current Business.

VII. COMMITTEE REPORTS

There were no committee reports.

VIII. CORRESPONDENCE

Commissioner Butler reiterated the importance of community and Commission involvement in the Ad Hoc meetings regarding the new City Hall.

IX. REQUESTS FOR NEW BUSINESS, ANNOUNCEMENTS AND COMMENTS

A. Staff liaison report on the status of projects previously addressed by the commission as well as projects for future meetings.

Mr. McDonald informed the Commission that the Bellaire Gardens PD request from Sandcastle Homes would be going before City Council in January. He added that the State of the City will be held in February, and as part of the January meeting, the 2014 Annual Report will need to be approved by the Commission.

B. The Chairman shall recognize any Commissioner who wishes to bring New Business to the attention of the Commission. Consideration of New Business shall be for the limited purpose of determining whether the matter is appropriate for inclusion of a future Agenda of the Commission or for the referral to staff for investigation

Vice Chairman Thorogood asked Mr. McDonald if he could provide him with the number for new construction on residential properties with the City.

Mr. McDonald stated that he could not give him a number off of the top of his head, but that he would get him that information.

X. ADJOURNMENT

**Newcastle Bissonnet LLC
2000 West Parkwood
Friendswood, Texas 77546
281-286-6666**

October 28, 2014

City of Bellaire
7008 South Rice Avenue
Bellaire, Texas 77401-4195

RE: 4440 Bissonnet Statement of Ownership

To Whom it May Concern,


Newcastle Bissonnet LLC is the true and proper owner of the land and proposed development at 4440 Bissonnet. We are aware of the application for a Special Use permit allowing Texas Children's Hospital as a Tenant in the project.

Regards,

A handwritten signature in black ink, appearing to read "David Brown", followed by a long, horizontal, wavy line.

David Brown MD
Managing Manager

Attachment: Letter of Affidavit (1516 : PH-SUP-4440 Bissonnet)

 First American Title	Owner's Policy of Title Insurance (T-1)	
	ISSUED BY First American Title Insurance Company	
	POLICY NUMBER 5019648-0029396e	
Owner's Policy		

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

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

Policy #: 5019648-0029396e

COVERED RISKS (Continued)

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

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

EXCLUSIONS FROM COVERAGE

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

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

Policy #: 5019648-0029396e

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": the date designated as "Date of Policy" in Schedule A.
- (c) "Entity": a corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
 - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) If the grantee wholly owns the named Insured,
 - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is Insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

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

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

encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a mortgagee policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. PROOF OF LOSS.

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

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) In securing evidence,

obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as Insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

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

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

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

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

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the

Policy #: 5019648-0029396e

CONDITIONS (Continued)

Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

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

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

9. LIMITATION OF LIABILITY.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

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

11. LIABILITY NONCUMULATIVE.

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

12. PAYMENT OF LOSS.

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

Policy # : 5019648-0029396e

CONDITIONS (Continued)

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

16. SEVERABILITY.

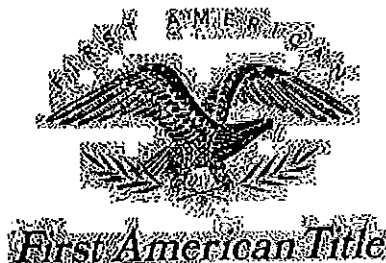
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, and all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)


First American Title

Important Notice

ISSUED BY

First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642

You may also write to First American Title Insurance Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:
1-888-632-1642

Usted tambien puede escribir a First American Title Insurance Company:

**1 First American Way
Santa Ana, California 92707**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

OWNER'S POLICY OF TITLE INSURANCE

Issued by

*First American Title Insurance Company***SCHEDULE A**

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY**1 First American Way, Santa Ana, 92707**

File No.: 130235

Policy No.: 5019648-0029396e

Issued with Policy No. 5019748-0108982e

Address for Reference only: 0 Bissonnet St., Bellaire, TX 77401

Amount of Insurance: \$3,487,644.00

Premium: \$17,205.00

Date of Policy: June 28, 2013, at 12:59 pm

1. Name of Insured: Newcastle Bissonnet, LLC
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is insured as vested in: Newcastle Bissonnett, LLC
4. The Land referred to in this policy is described as follows:
SEE ATTACHED EXHIBIT "A"

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

EXHIBIT "A"

Being all that 1.483 acre tract of land situated in the James Blessing Survey, Abstract Number 162 in Harris County, Texas and being out of and a part of Lot 9 and 11, in Block 1, of Westmoreland Farms First Subdivision, a Subdivision of record in Volume 003, Page 014 of the Harris County Map Records (H.C.M.R.), also being all of an unidentified tract of land lying between the south lines of Lot 104 and Lot 105, and the northerly right-of-way (R.O.W.) line of Richmond Road as shown in Mulberry Manor, a Subdivision of record in Volume 023, Page 064 of the H.C.M.R., and further being all that certain called 1.483 acre tract of land described in Special Warranty Deed to NewBiss Property, L.P. recorded in Clerk's File Number 20110404090 of the Official Public Records of Real Property in Harris County, Texas (O.P.R.R.P.H.C.T.). (All bearings and coordinates refer to the Texas Coordinate System of 1983, South Central Zone 4204)

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Momentum Survey" found at a point in the east R.O.W. line of Newcastle Drive (80' wide, formerly known as Avenue "A") described in said plat of Westmoreland Farms First Subdivision for the southwest corner of said Lot 104 and the northwest corner of said 1.4827 acre tract and the herein described tract, and from which a 5/8-inch iron rod found for reference bears North 02 Degrees 24 Minutes 41 Seconds West, a distance of 480.00 feet; (Texas Surface Coordinates; Northing:13826952.67, Easting:3095071.42, Average Combined Scale Factor =0.99988722763)

THENCE, with the south line of said Lot 104 and the north line of said 1.4827 acre tract, North 87 Degrees 35 Minutes 19 Seconds East, at a distance of 115.98 pass a 5/8-inch iron rod with plastic cap stamped "Momentum Survey" found for reference and continue, in all, a distance of 231.00 feet to a 5/8-inch iron rod with plastic cap stamped "Momentum Survey" found at a point in the west R.O.W. line of Howard Lane (60' wide) described in said plat of Mulberry Manor for the southwest corner of said Lot 105 and the northeast corner of said 1.4827 acre tract and the herein described tract, and from which a 3/4-inch iron rod found for reference bears North 02 Degrees 24 Minutes 41 Seconds West, a distance of 480.00 feet;

THENCE, with the west R.O.W. line of said Howard Lane and the east line of said 1.4827 acre tract, South 02 Degrees 24 Minutes 41 Seconds East, a distance of 213.93 feet to a 5/8-inch iron rod stamped "BENCHMARK ENGR" set at the intersection of the west R.O.W. line of said Howard Lane and the northerly R.O.W. line of Bissonnet Street (70' wide, formerly known as Richmond Road) for the southeast corner of said 1.4827 acre tract and the herein described tract;

THENCE, with the northerly R.O.W. line of said Bissonnet Street and the southerly line of said 1.4827 acre tract, South 57 Degrees 58 Minutes 19 Seconds West, a distance of 265.72 feet to an "X" cut in concrete at the intersection of the east R.O.W. line of said Newcastle Drive and the northerly R.O.W. line of said Bissonnet Street for the southwest corner of said 1.4827 acre tract and the herein described tract;

THENCE, with the east R.O.W. line of said Newcastle Drive and the west line of said 1.4827 acre tract, North 02 Degrees 24 Minutes 41 Seconds West, a distance of 345.25 feet to the POINT OF BEGINNING and containing 1.483 acres of land.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

OWNER'S POLICY OF TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE B

File No.: 130235

Policy No.: 5019648-0029396e

EXCEPTIONS FROM COVERAGE

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

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

Item No. 1, Schedule B, is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government; or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2013, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
 - a. Vendor's Lien retained in Deed dated June 27, filed June 28, 2013, recorded in/under Clerk's File Number 20130322074, of the County Clerk's Official Records of Harris County, Texas, refiled August 28, 2013, recorded in/under Clerk's File Number 20130442297, of the County Clerk's Official Records of Harris County, Texas, executed by Newbiss Property, L.P. to Newcastle Bissonnett, LLC, securing the payment of one Note dated June 27, 2013 therewith in the principal amount of \$2,441,351.00, payable to the order of Cadence Bank, N.A., said Note and Lien being further secured by Deed of Trust and Security Agreement dated June 27, 2013 therewith to R.H. Holmes, IV, Trustee(s), filed June 28, 2013, recorded in/under Clerk's File Number 20130322075, of the County Clerk's Official Records of Harris County, Texas.
 - b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

Continuation of Schedule B

Policy No. 5019648-0029396e

c. **Rights of Parties in Possession. (OWNER POLICY ONLY)**d. **Easement:**

Recorded: February 05, 1947 in Volume 23, Page 64, of the Plat and/or Map Records, Harris County, Texas.

Purpose: Utilities

Location: Runs through the interior of the property extending from Bissonnet Street Northward.

A partial release of said easement was recorded November 16, 2007 under County Clerk File No. 20070683929, Official Public Records, Harris County, Texas.

Together with an unobstructed aerial easement 20 feet in width from a plane 20 feet above the ground upward located adjacent to and adjoining the described easement, recorded October 31, 1947, in Volume 1591, Page 585, Deed Records, Harris County, Texas. Partially released by document recorded November 16, 2007, under County Clerk File No. 20070683931, Official Public Records, Harris County, Texas.

e. **Easement:**

Purpose: Natural gas facilities

Recorded: July 09, 2007 in County Clerk File No. 20070415152, of the Official Public records, of Harris County, Texas.

Countersigned
Riverway Title Company, LLC

By 

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

**OUT-OF-COUNTY TITLE COMPANY
NOTICE REGARDING "BUSINESS PRESENCE"**

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment *if and only if* (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy *all* of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative".

In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title commitment pertains (either by using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing your with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

TITLE DATA, INC. NOTICE REGARDING SURVEYORS

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harries, Brazoria, Chambers, Fort Bent, Galveston, Liberty, Montgomery and Waller counties, Texas. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for **limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition for us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

IN THE EVENT YOU ARE UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THE TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)



First American Title

Commitment for Title Insurance (T-7)

ISSUED BY

First American Title Insurance Company

Commitment

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIRST AMERICAN TITLE INSURANCE COMPANY



Dennis Gilmore
President

Timothy Kemp
Secretary

**RIVERWAY
TITLE**

5 Riverway, Ste. 300
Houston, Texas 77056
713-266-2595
www.riverwaytitle.com

By:

David Ratchford

(This Commitment is valid only when Schedules A, B, C, and D are attached)

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)



First American Title

ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company**SCHEDULE A**Effective Date: **May 30, 2013, 08:00 am**

GF No. 130235

Issued **June 6, 2013, 08:00 am**

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$3,487,644.00**
PROPOSED INSURED: **Newcastle Bissonnet, LLC**
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: **\$2,441,351.00**
PROPOSED INSURED: **Cadence Bank, N.A.**
Proposed Borrower: **Newcastle Bissonnet, LLC**
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
Newbiss Property, L.P. a Texas limited partnership
4. Legal description of the land:
SEE ATTACHED EXHIBIT "A"

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

EXHIBIT "A"

Being all that 1.483 acre (64,586 square foot) tract of land situated in the James Blessing Survey, Abstract Number 162 in Harris County, Texas and being out of and a part of Lot 9 and 11, in Block 1, of Westmoreland Farms First Subdivision, a Subdivision of record in Volume 003, Page 014 of the Harris County Map Records (H.C.M.R.), also being all of an unidentified tract of land lying between the south lines of Lot 104 and Lot 105, and the northerly right-of-way (R.O.W.) line of Richmond Road as shown in Mulberry Manor, a Subdivision of record in Volume 023, Page 064 of the H.C.M.R., further being all that certain called 1.4827 acre tract of land described in Special Warranty Deed to Flat Stone II, Ltd. recorded in Clerk's File Number 20110257867 of the Official Public Records of Real Property in Harris County, Texas (O.P.R.R.P.H.C.T.). (All bearings and coordinates refer to the Texas Coordinate System of 1983, South Central Zone 4204)

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Momentum Survey" found at a point in the east R.O.W. line of Newcastle Drive (80' wide, formerly known as Avenue "A") described in said plat of Westmoreland Farms First Subdivision for the southwest corner of said Lot 104 and the northwest earner of said 1.4827 acre tract and the herein described tract, and from which a 5/8-inch iron rod found for reference bears North 02 Degrees 24 Minutes 41 Seconds West, a distance of 480.00 feet; (Texas Surface Coordinates; Northing:13826952.67, Easting:3095071.42, Average Combined Scale Factor -0.99988722763)

THENCE, with the south line of said Lot 104 and the north line of said 1.4827 acre tract, North 87 Degrees 35 Minutes 19 Seconds East, at a distance of 115.98 pass a 5/8-inch iron rod with plastic cap stamped "Momentum Survey" found for reference and continue, in all, a distance of 231.00 feet to a 5/8-inch iron rod with plastic cap stamped "Momentum Survey" found at a point in the west R.O.W. line of Howard Lane (60' wide) described in said plat of Mulberry Manor for the southwest corner of said Lot 105 and the northeast corner of said 1.4827 acre tract and the herein described tract, and from which a 3/4-inch iron rod found for reference bears North 02 Degrees 24 Minutes 41 Seconds West, a distance of 480,00 feet;

THENCE, with the west R.O.W. line of said Howard Lane and the east line of said 1.4827 acre tract, South 02 Degrees 24 Minutes 41 Seconds East, a distance of 213.93 feet to a 5/8-inch iron rod stamped "BENCHMARK ENGR" set at the intersection of the west R.O.W. line of said Howard Lane and the northerly R.O.W. line of Bissonnet Street (70' wide, formerly known, as Richmond Road) for the southeast corner of said 1.4827 acre tract and the herein described tract;

THENCE, with the northerly R.O.W. line of said Bissonnet Street and the southerly line of said 1.4827 acre tract, South 57 Degrees 58 Minutes 19 Seconds West, a distance of 265.72 feet to an "X" cut in concrete at the intersection of the east R.O.W. line of said Newcastle Drive and the northerly R.C.W. line of said Bissonnet Street for the southwest corner of said 1.4827 acre tract and the herein described tract;

THENCE, with the east R.O.W. line of said Newcastle Drive and the west line of said 1.4827 acre tract, North 02 Degrees 24 Minutes 41 Seconds West, a distance of 345.25 feet to the POINT OF BEGINNING and containing 1.483 acres (64,586 square feet) of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): **This item is hereby deleted in its entirety.**
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2013, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2013 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

Continuation of Schedule B

GF No. 130235

do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Item No. 1, Schedule B, is hereby deleted.**
 - b. **Rights of tenants, as tenants only, under unrecorded leases or rental agreements.**
 - c. **Rights of Parties in Possession. (OWNER POLICY ONLY)**
 - d. **Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.**
 - e. **Visible and apparent easements on or across property described in Schedule A.**
 - f. **Easement:**
Purpose: Natural gas facilities
Recorded: July 09, 2007 in County Clerk File No. 20070415152, of the Official Public records, of Harris County, Texas.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.**
6. **Prior to closing, furnish a copy of the Partnership Agreement of Newbiss Property, L.P. a Texas limited partnership. Additional requirements may be made upon examination of said agreement.**
7. **Proof that Newbiss Property, L.P., a Limited Partnership, has filed its Articles of Limited Partnership with the appropriate state authority.**
8. **The right is reserved to make and insert additional exceptions and/or requirements based upon the review of any and all documentation.**
9. **The following is furnished for informational purposes only and no liability shall attach to the company for any mistake or omission contained therein:**
A search of the records within our title plant disclosed the following deeds purporting to affect the ownership of the subject property described in Schedule A recorded within the thirty-six (36) month period prior to the effective date of the Commitment:
10. **A document recorded: September 27, 2011, in County Clerk File No. 20110404090, Official Public Records.**

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the

Continuation of Schedule C

GF No. 130235

purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. APPLIES TO LOAN POLICY ONLY.

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)



First American Title

Commitment for Title Insurance (T-7)

ISSUED BY

First American Title Insurance Company

Schedule D

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Insurance Company, a California Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Timothy V. Kemp, Mark E. Seaton, Christopher M Leavell, Jeffrey S. Robinson

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Timothy V. Kemp; and Chief Financial Officer: Max O. Valdes

Agent: Riverway Title Company, LLC

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: WILLIAM V. CONDREY, P.C

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent: GULF STATES TITLE ASSOCIATES, LLC

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers: LLC MANAGER AND OFFICER: WILLIAM VICTOR CONDREY, MANAGER AND PRESIDENT

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$17,205.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$17,305.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
--	---

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

---**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---**CONDITIONS** are additional provisions that qualify or limit you coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 800-854-3643 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

Riverway Title Company, LLC

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any person or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies and to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Riverway Title Company, LLC is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

Riverway Title Company, LLC's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of Riverway Title Company, LLC's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our business. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



First American Title

FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment for Title Insurance Form (T-7)

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

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

SIGNATURE _____

DATE _____

Attachment: Title of Policy Ins (1516 : PH-SUP-4440 Bissonnet)

CITY OF BELLAIRE ENVIRONMENTAL ASSESSMENT FORM

PROJECT

Subdivision Name: WESTMORELAND FARMS FIRST SUBDIVISION
Location (Address or major crossroads/boundary streets): 4440 BISSONNET ST. 77401
Project valuation/cost: \$ 9,358,460
Any foreseen zoning issues? (if yes, describe.) NO

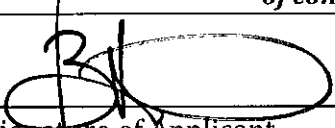
OWNER

Name: NEWCASTLE BISSONNET, LLC ; MR. DAVID BROWN, MD	
Address: 2000 WEST PARKWOOD, FRIENDSHOOD TX 77546	
Phone: 281-286-6666	Email:

PROJECT ENGINEER (OR SURVEYOR IF NO ENGINEER)

Name: HEITKAMP SWIFT ARCHITECTS ; BEN NOTTON, AIA	
Address: 4545 POST OAK PLAGE DR. #100	
Phone: 713-626-4300	Email: BEN.NOTTON@HEITKAMP-SWIFT.COM

Is project residential, commercial, or mixed use?	MIXED USE
Multi-phased project? (If yes, include a site plan detailing phases including estimated timeline.)	NO
<i>Project area as residential</i>	
Number of square feet?	Ø
Number of single-family, attached lots?	Ø
Number of single-family, detached lots?	Ø
Number of multi-family units?	Ø
Overall density of residential area?	Ø
<i>Project area as commercial</i>	
Number of square feet?	52,825 SF
Percentage Office?	67%
Percentage Retail?	Ø
Percentage Other (detail)?	33% URGENT CARE
<i>Include a letter from owner/project engineer addressing the following: utility needs, detention requirements, thoroughfare impacts, any environmental issues, and impact of construction on surrounding community.</i>	


 Signature of Applicant

29 OCT 2014
 Date

This analysis assists the City in reviewing your proposed project. Providing the most accurate information will facilitate a better development for both you and the City. Additional information may be required throughout the development process.

City Of Bellaire Development Services
7008 S. Rice Avenue
Bellaire, TX 77401

10/29/2014

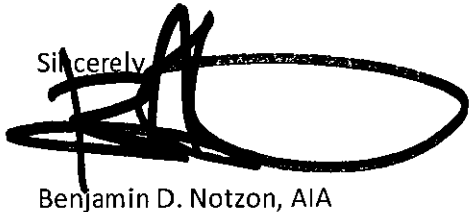
RE: City Of Bellaire Environmental Assessment Form for Bellaire MOB, 4440 Bissonnet St.

Dear COB Development Services,

The Project has addressed the issues described in the Assessment Form, and is in compliance.

Please refer to Permit Drawing C.01, issued 09/23/2014.

Sincerely,

A handwritten signature in black ink, appearing to read 'Benjamin D. Notzon', written over the word 'Sincerely,'.

Benjamin D. Notzon, AIA

Attachment: Environmental Assessment Form (1516 : PH-SUP-4440 Bissonnet)

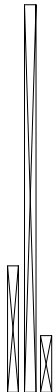


1

Copyright © 2014 Heitkamp Swift Architects



Copyright © 2014 Heitkamp Swift Architects



**HEITKAMP SWIFT
ARCHITECTS**
Architecture • Interiors • Planning

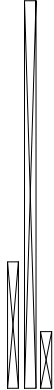
4545 POST OAK PLACE DR.
SUITE 100
HOUSTON, TEXAS 77027
(T) 713.626.4300
(F) 713.626.4301

BELLAIRE MOB

4440 BISSONNET
BELLAIRE, TEXAS 77401

Copyright © 2014 Heitkamp Swift Architects

E1	
South Elevation	
ISSUE FOR:	
DATE	12/12/2014
JOB NUMBER	13053.00
SCALE	NTS



HEITKAMP SWIFT
ARCHITECTS

Architecture • Interiors • Planning

4545 POST OAK PLACE DR.
SUITE 100
HOUSTON, TEXAS 77027
(T) 713.626.4300
(F) 713.626.4301

BELLAIRE MOB

4440 BISSONNET
BELLAIRE, TEXAS 77401

Copyright © 2014 Heitkamp Swift Architects

E2
East Elevation

ISSUE FOR:	
DATE	12/12/2014
JOB NUMBER	13053.00
SCALE	NTS



HEITKAMP SWIFT
ARCHITECTS

Architecture • Interiors • Planning

4545 POST OAK PLACE DR.
SUITE 100
HOUSTON, TEXAS 77027
(T) 713.626.4300
(F) 713.626.4301

BELLAIRE MOB

4440 BISSONNET
BELLAIRE, TEXAS 77401

Copyright © 2014 Heitkamp Swift Architects

E3

North Elevation

ISSUE FOR:

DATE	12/12/2014
JOB NUMBER	13053.00
SCALE	NTS



HEITKAMP SWIFT
ARCHITECTS

Architecture • Interiors • Planning

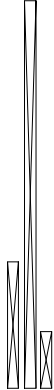
4545 POST OAK PLACE DR.
SUITE 100
HOUSTON, TEXAS 77027
(T) 713.626.4300
(F) 713.626.4301

BELLAIRE MOB

4440 BISSONNET
BELLAIRE, TEXAS 77401

E4
West Elevation

ISSUE FOR:	
DATE	12/12/2014
JOB NUMBER	13053.00
SCALE	NTS



HEITKAMP SWIFT
ARCHITECTS

Architecture • Interiors • Planning

4545 POST OAK PLACE DR.
SUITE 100
HOUSTON, TEXAS 77027
(T) 713.626.4300
(F) 713.626.4301

BELLAIRE MOB

4440 BISSONNET
BELLAIRE, TEXAS 77401

Copyright © 2014 Heitkamp Swift Architects

E5
Bissonnet/Newcastle
Elevation

ISSUE FOR:

DATE	12/12/2014
JOB NUMBER	13053.00
SCALE	NTS



February 16, 2015

Dear Citizen:

You have received the enclosed "Notice of Public Hearing" due to the proximity of your home and/or business to a tract of land owned by Newcastle Bissonnet, LLC, located at 4440 Bissonnet Street, Bellaire, Texas, that is the subject of an application and request filed by Heitkamp Swift Architects on behalf of Newcastle Bissonnet, LLC, for a Specific Use Permit to allow for the inclusion of a hospital, acute and/or chronic care facility within the three-story medical office building to be located at 4440 Bissonnet Street, Bellaire, Harris County, Texas, in the Corridor Mixed-Use District. The public hearing has been scheduled before the City Council of the City of Bellaire, Texas, on Monday, March 9, 2015, at 6:00 p.m. and will be held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

The public hearing you have received this notice for will commence with a reading of the "Notice of Public Hearing," followed by a summary of public hearing procedures and then a presentation on the subject matter of the public hearing.

CITIZEN PARTICIPATION AT PUBLIC HEARINGS

1. All Bellaire City Council PUBLIC HEARINGS include the agenda item, "RECOGNITION OF CITIZENS AND/OR OTHER INTERESTED PARTIES." During this agenda item, anyone wanting to address the Bellaire City Council may do so.
2. Those wanting to address the Bellaire City Council are asked to sign in on a "Sign-In Sheet" prior to the beginning of the public hearing. The Sign-In Sheet will be provided on a table at the entrance to the Council Chamber (located on the First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401). Those who would prefer to submit a written comment to the Bellaire City Council may do so by completing a "Written Comment Sheet" (also to be provided on a table at the entrance to the Council Chamber). The completed Written Comment Sheet should then be given to the City Clerk prior to the beginning of the meeting.
3. The Mayor will call on each speaker to approach City Council during the agenda item titled "RECOGNITION OF CITIZENS AND/OR OTHER INTERESTED PARTIES." Please remember to step up to the podium as soon as you are recognized by the Mayor. State your name and address before beginning your presentation. If you have written notes you wish to present to the Mayor and City Council, PLEASE FURNISH AN EXTRA COPY FOR COUNCIL FILES. **Each speaker is limited to five minutes, with no extension.** Notice will be given to speakers after four minutes that there is one minute left for comments.

4. There will be no formal action taken during the PUBLIC HEARING. The Mayor and Council Members will not be able to engage in discussions with the public or debate the subject matter of the PUBLIC HEARING at this time.
5. The Mayor will close the public hearing after members of City Council have had an opportunity to ask questions of the presenter and/or City staff related to the subject matter of the public hearing. Once the public hearing has been closed, *oral comments* will not be received. Written comments may be submitted after the close of the public hearing and prior to final deliberation on the subject matter of the public hearing. In order for written comments to be considered for the record, written comments should be submitted to the Bellaire City Council in care of the City Clerk by noon on the Thursday preceding the meeting of final deliberation.

Citizens who have questions about City Council procedures may contact the City Clerk (Tracy L. Dutton, tdutton@bellairetx.gov), the City Manager (Paul A. Hofmann, phofmann@bellairetx.gov), Assistant to the City Manager (Shawn Cox, scox@ci.bellairetx.gov) or other staff members.

YOUR CITY GOVERNMENT

The City of Bellaire has an elected CITY COUNCIL composed of a MAYOR and SIX COUNCIL MEMBERS, all of whom are elected at large. The Mayor serves for a term of two years, and Council Members serve for a term of four years. Current members of City Council include: Dr. Philip L. Nauert, Mayor; Amanda B. Nathan, Mayor Pro Tem and Councilman – Position No. 6; Roman F. Reed, Councilman – Position No. 1; James P. Avioli, Sr., Councilman – Position No. 2; Gus E. Pappas, Councilman – Position No. 3; Pat B. McLaughlan, Councilman – Position No. 4, and Andrew S. Friedberg, Councilman – Position No. 5.

REGULAR SESSIONS are held by the City Council on the first and third Mondays of each month in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, at 7:00 p.m.

SPECIAL SESSIONS, such as PUBLIC HEARINGS, may also be called and are *generally* held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, at 6:00 p.m. Items to be considered and/or discussed during such sessions are listed on an AGENDA which is posted on the City's official bulletin board (located on an outside west wall of City Hall, 7008 South Rice Avenue, Bellaire, Texas) and on the City's website (www.ci.bellaire.tx.us) at least 72 hours in advance of the meeting. Information about meetings may also be obtained from the CITY CLERK by calling 713-662-8275 or by emailing the CITY CLERK at tdutton@ci.bellaire.tx.us.

Visitors are welcome and requested to observe the rules established by the City Council as set forth in their RULES OF PROCEDURE, a copy of which is available on the City's website (www.ci.bellaire.tx.us).

Your City Council welcomes your comments during meetings (sessions) and looks forward to hearing from you.

Tracy L. Dutton, TRMC
City Clerk

Enclosure



NOTICE OF PUBLIC HEARING

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ON MONDAY, MARCH 9, 2015, AT 6:00 P.M. IN THE COUNCIL CHAMBER, FIRST FLOOR OF CITY HALL, 7008 SOUTH RICE AVENUE, BELLAIRE, TEXAS 77401, REGARDING AN APPLICATION AND REQUEST FILED BY HEITKAMP SWIFT ARCHITECTS ON BEHALF OF APPLICANT AND PROPERTY OWNER, NEWCASTLE BISSONNET, LLC, FOR A SPECIFIC USE PERMIT, AS REQUIRED BY CHAPTER 24, PLANNING AND ZONING, ARTICLE V, ZONING REGULATIONS, DIVISION 2, ZONING DISTRICT REGULATIONS, SECTION 24-536 B(2)b)2), CORRIDOR MIXED-USE DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, TO ALLOW FOR THE INCLUSION OF A HOSPITAL, ACUTE AND/OR CHRONIC CARE FACILITY WITHIN THE THREE-STORY MEDICAL OFFICE BUILDING TO BE LOCATED AT 4440 BISSONNET STREET, BELLAIRE, HARRIS COUNTY, TEXAS, IN THE CORRIDOR MIXED-USE DISTRICT.

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Bellaire, Texas, on Monday, March 9, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at which time and place any and all persons desiring to be heard will be heard on or in connection with any matter or question involving an application and request filed by Heitkamp Swift Architects on behalf of applicant and property owner, Newcastle Bissonnet, LLC, for a Specific Use Permit, as required by Chapter 24, Planning and Zoning, Article V, Zoning Regulations, Division 2, Zoning District Regulations, Section 24-536 B(2)b)2), Corridor Mixed-Use District, of the Code of Ordinances of the City of Bellaire, Texas, to allow for the inclusion of a hospital, acute and/or chronic care facility within the three-story medical office building to be located at 4440 Bissonnet Street, Bellaire, Harris County, Texas, in the Corridor Mixed-Use District.

Prior to the public hearing, any person may review the aforementioned application for a Specific Use Permit at either the City of Bellaire's Office of Development Services, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, Monday through Friday, from 8:30 a.m. until 4:00 p.m., except for holidays, or on the City's website (www.bellairetx.gov) under the "Document Center" (once there, click on the folder titled "City Council Public Hearings" and select the document named "Newcastle Bissonnet LLC SUP").

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

City of Bellaire

**Property Owner List - Public Hearing
Specific Use Permit Request and Application
Newcastle Bissonnet LLC - Hospital, Acute and/or Chronic Care Facility**

	Property Address	Property Owner	Mailing Address
1	4400 Bissonnet Street (Lot 1A, Block 1, Essex Surgical Center)	Essex Surgery Center LLC	3900 Essex Lane, Suite 101 Houston, TX 77027-5111
2	4433 Bissonnet Street (Lots 5 through 10, Tract 4, Basswood Place)	W Oscar Newhaus Memorial	4433 Bissonnet Street Bellaire, TX 77401-3217
3	4439 Bissonnet Street (Lots 2 and 3, Tract 4A, Basswood Place)	I M I Investments Inc.	3112 Kirby Drive Houston, TX 77098-2122
4	4440 Bissonnet Street (Tract 11A, Block 1, Westmoreland Farms)	Newcastle Bissonnet LLC (Applicant)	615 Mulberry Lane Bellaire, TX 77401-3803
5	4500 Bissonnet Street (Tracts 13A, 13B, 13C, 13D, and 13G-1, Block 3, Westmoreland Farms, Sec. 1)	4500 Bissonnet Associates LP Property Management	19 Briar Hollow Lane, Suite 100 Houston, TX 77027-2810
6	4501 Bissonnet Street (Lots 9 and 10, Larch Lane) Sec 2)	Simi Investment Co. Ltd.	2330 Holmes Road Houston, TX 77051-1014
7	0 Howard Lane (Lots 105, 106, and 107, Mulberry Manor)	Sandcastle Homes Inc.	1405 Durham Drive Houston, TX 77007-3462

Attachment: Property List - SUP - Hospital Acute Care Use - Newcastle Bissonnet LLC - 2015 (1516 : PH-SUP-4440 Bissonnet)

City of Bellaire

**Property Owner List - Public Hearing
Specific Use Permit Request and Application
Newcastle Bissonnet LLC - Hospital, Acute and/or Chronic Care Facility**

	Property Address	Property Owner	Mailing Address
8	1010 Howard Lane (Lot 117, Mulberry Manor)	Mark T. Streeter Anne H. Phan	1010 Howard Lane Bellaire, TX 77401-2702
9	1011 Howard Lane (Lot 108, Mulberry Manor)	Krishna K. Agarwal Elisabeth M. Agarwal	1011 Howard Lane Bellaire, TX 77401-2701
10	4500 Medinah Place (Unit 10, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Patricia Raybon	4218 W. Alabama Street Houston, TX 77027-4902
11	4500 Medinah Place (Unit 10, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Current Resident (Assumed Rental Property)	4500 Medinah Place Bellaire, TX 77401-2605
12	4501 Medinah Place (Unit 1, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Abdullah Bozkurt Hayrunnisa Bozkurt	4501 Medinah Place Bellaire, TX 77401-2605
13	4502 Medinah Place (Unit 9, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Dennis Mitchel Brando	4115 Lehigh Avenue Houston, TX 77005-1932
14	4502 Medinah Place (Unit 9, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Current Resident (Assumed Rental Property)	4502 Medinah Place Bellaire, TX 77401-2605

Attachment: Property List - SUP - Hospital Acute Care Use - Newcastle Bissonnet LLC - 2015 (1516 : PH-SUP-4440 Bissonnet)

City of Bellaire

**Property Owner List - Public Hearing
Specific Use Permit Request and Application
Newcastle Bissonnet LLC - Hospital, Acute and/or Chronic Care Facility**

	Property Address	Property Owner	Mailing Address
15	4503 Medinah Place (Unit 2, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Stephen Weiss Weiss Family Trust	4503 Medinah Place Bellaire, TX 77401-2605
16	4504 Medinah Place (Unit 8, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Linda Pata Ferrante	4504 Medinah Place Bellaire, TX 77401-2605
17	4505 Medinah Place (Unit 11, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Medinah Place Civic Corp.	4505 Medinah Place Bellaire, TX 77401-2605
18	4505 Medinah Place (Unit 3, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Lanny Loofbourrow Douglas Loofbourrow	4505 Medinah Place Bellaire, TX 77401-2605
19	4506 Medinah Place (Unit 7, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Carol C. Chen Peter Y. Yang	4506 Medinah Place Bellaire, TX 77401-2605
20	4507 Medinah Place (Unit 4, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Craig S. Mueller	4507 Medinah Place Bellaire, TX 77401-2605
21	4508 Medinah Place (Unit 6, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Texas Elden Properties LLC	4503 Merrie Lane Bellaire, TX 77401-3725

Attachment: Property List - SUP - Hospital Acute Care Use - Newcastle Bissonnet LLC - 2015 (1516 : PH-SUP-4440 Bissonnet)

City of Bellaire

Property Owner List - Public Hearing
Specific Use Permit Request and Application
Newcastle Bissonnet LLC - Hospital, Acute and/or Chronic Care Facility

	Property Address	Property Owner	Mailing Address
22	4508 Medinah Place (Unit 6, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Current Resident (Assumed Rental Property)	4508 Medinah Place Bellaire, TX 77401-2605
23	4509 Medinah Place (Unit 5, 1/10 U/D Int. Common Land & Ele, Medinah Place T/H)	Norma E. Aguilar Jeffery R. Daniels	4509 Medinah Place Bellaire, TX 77401-2605
24	0 Newcastle Street (Lots 102, 103, and 104, Mulberry Manor)	Sandcastle Homes Inc.	1405 Durham Drive Houston, TX 77007-3462
25	5609 Newcastle Street (Lot 101, Mulberry Manor)	Heinrich Grobler Dorota K. Grobler	P.O. Box 25369 Houston, TX 77265-5369
26	5609 Newcastle Street (Lot 101, Mulberry Manor)	Current Resident (Assumed Rental Property)	5609 Newcastle Street Bellaire, TX 77401
27	5621 Saint Paul Street (Lot 61, Newcastle Terrace)	Robert J. Kirner	5621 Saint Paul Street Bellaire, TX 77401-2614
28	5623 Saint Paul Street (Lot 62, Newcastle Terrace)	David Quail	5623 Saint Paul Street Bellaire, TX 77401-2614

Attachment: Property List - SUP - Hospital Acute Care Use - Newcastle Bissonnet LLC - 2015 (1516 : PH-SUP-4440 Bissonnet)

City of Bellaire

**Property Owner List - Public Hearing
Specific Use Permit Request and Application
Newcastle Bissonnet LLC - Hospital, Acute and/or Chronic Care Facility**

	Property Address	Property Owner	Mailing Address
29	5625 Saint Paul Street (Lot 63, Newcastle Terrace)	Harry C. Victory, Jr.	P.O. Box 27499 Houston, TX 77227-7499
30	5625 Saint Paul Street (Lot 63, Newcastle Terrace)	Current Resident (Assumed Rental Property)	5625 Saint Paul Street Bellaire, TX 77401-2614
31	5626 Saint Paul Street (Lot 65, Newcastle Terrace)	Terry D. Patterson	5625 Saint Paul Street Bellaire, TX 77401-2614
32	5627 Saint Paul Street (Lot 64, Newcastle Terrace)	Richard E. Rankin, Jr.	9210 Bonhomme Road Houston, TX 77074-6614
33	5627 Saint Paul Street (Lot 64, Newcastle Terrace)	Current Resident (Assumed Rental Property)	5627 Saint Paul Street Bellaire, TX 77401-2614

Attachment: Property List - SUP - Hospital Acute Care Use - Newcastle Bissonnet LLC - 2015 (1516 : PH-SUP-4440 Bissonnet)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 03/09/15 06:00 PM
Department: Development Services
Category: Public Hearing
Department Head: John McDonald
DOC ID: 1515

**SCHEDULED
ACTION ITEM (ID # 1515)**

Item Title:

Presentation by Administrative Assistant to the Director of Development Services Ashley Parcus regarding proposed amendments by the Planning and Zoning Commission of the City of Bellaire, Texas, to Chapter 24, Planning and Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances, to increase the area for mailed notification from the current requirement of two hundred (200) feet to five hundred (500) feet.

Background/Summary:

This public hearing is scheduled to gather input on a proposed amendment to Chapter 24, Planning and Zoning, Sec. 24-610, which would increase the required notification area for zoning items from two hundred feet to five hundred. This would affect public hearings on items related to Chapter 24 of the Code of Ordinances before both the Planning and Zoning Commission and City Council.

This proposal was initiated by the Planning and Zoning Commission. The Commission felt that an increase in public comment and greater participation in public hearings might arise through an enlargement in the notification area.

The Commission held a public hearing on this item on December 9, 2014, with one resident speaking in favor of the proposal. At their subsequent meeting in January, the Commission voted unanimously to recommend approval of the amendment to City Council. Chairman Winfred Frazier's report and recommendation is attached. Additionally, Commissioner Christopher Butler created an analysis of notification scenarios which is included as support to the Commission's report.

The City Clerk has fulfilled the notice requirements for this public hearing and has prepared the attached affidavit certifying such.

Recommendation:

No action is required. This item is tentatively scheduled for consideration on March 23, 2015.

ATTACHMENTS:

- Redline of Proposed Changes to Sec 24-610-Publication (PDF)
- Notification Memo to Council (PDF)
- P&Z Minutes-Notification PH (PDF)
- Notification Scenarios Poster A (JPG)
- Notification Scenarios Poster B (JPG)
- Notice of Public Hearing in re Code Amendment in re Publication and Notice - Increase in Area (DOCX)

Sec. 24-610. - Publication.

- A. For public hearings before the Commission, notice of such public hearings shall be given by publication in the official newspaper of the City of Bellaire, and such hearings shall not occur earlier than ten (10) days from the date of the publication. When the matter under consideration by the Commission involves an amendment or change in the classification or boundary of a zoning district, written notice of public hearing before the Commission on the proposed amendment or change shall be sent to all owners of real property lying within ~~two hundred (200) feet~~ five hundred (500) feet of the property upon which the change is requested, including streets and alleys, and the owners of such additional property as may be designated by the commission. Such notice shall be given not less than ten (10) days before the date set for the hearing by depositing such notice in the mail, properly addressed and postage prepaid, to each taxpayer as the ownership appears on the last approved tax roll.
- B. For public hearings before the City Council, notice of such public hearings shall be given by publication in the official newspaper of the City of Bellaire, and such hearings shall not occur earlier than fifteen (15) days from the date of the publication. When the matter under consideration by the City Council involves an amendment or change in the classification or boundary of a zoning district, written notice of public hearing before the City Council on the proposed amendment or change shall be sent to all owners of real property lying within ~~two hundred (200) feet~~ five hundred (500) feet of the property upon which the change is requested, including streets and alleys, and the owners of such additional property as may be designated by the City Council. Such notice shall be given not less than fifteen (15) days before the date set for the hearing by depositing such notice in the mail, properly addressed and postage prepaid, to each taxpayer as the ownership appears on the last approved tax roll.



CITY OF BELLAIRE

Planning and Zoning Commission

January 14, 2015

To: Mayor and City Council
From: Winfred Frazier, Chairman, Planning & Zoning Commission
CC: John McDonald, Director of Community Development
Subject: Report and Recommendation on a proposed amendment to Chapter 24, Planning and Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances.

On December 9, 2014, the Planning & Zoning Commission held a public hearing on a request by the Commission to amend Chapter 24, Planning and Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances, to increase the area for mailed notification from the current requirement of two hundred (200) feet to five hundred (500) feet.

Any and all persons desiring to be heard in connection with the proposed code amendment were invited to speak before the Commission. Public comments during the hearing included one (1) resident who spoke in favor of the amendment.

RECOMMENDATION

At their subsequent meeting held on January 13, 2015, and after due consideration and discussion, the Commission felt that this increased notification area was needed, and voted (6-0) to recommend approval of the code amendment to City Council. Diagrams prepared by Commissioner Christopher Butler are included as part of the recommendation.

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

-Christopher Butler, Winfred Frazier, Lynne Skinner, Marc Steinberg, Dirk Stiggins, Bill Thorogood

Members present and voting AGAINST this recommendation to City Council:

-None

Members Absent:

- Paul Simmons

Persons at the meeting who have indicated their desire to be heard on matters of general interest to the Commission by submitting the form provided shall have three minutes to present their comments. The Commission is not permitted to fully discuss, debate, or consider items that are not on the agenda. Questions presented to the Commission may be referred to staff.

Lynn McBee-Ms. McBee reminded the Commission about the monthly meetings being conducted by the Ad Hoc City Municipalities Committee and urged the Commission to request that City Staff provide them with the minutes of the meetings.

V. PUBLIC HEARINGS

1. Public Hearing on proposed amendments to Chapter 24, Planning and Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances, to increase the area for mailed notification from the current requirement of two hundred (200) feet to five hundred (500) feet.

Mr. McDonald explained the public hearing process to the public.

Presentation by the Applicant

Mr. McDonald stated that this was a public hearing on a request initiated by the Planning and Zoning Commission to amend Chapter 24, Planning & Zoning, Section 24-610, Publication, A and B, to increase the area for mailed notification from the current requirement of 200 feet, for both Commission zoning matters and City Council, to 500 feet.

Public Comment

Lynn McBee-Ms. McBee stated that she has been present for the last few meetings when the Commission has been struggling to get this changed and the staff has been following behind. She mentioned that it was her understanding the Commission had requested that the data prepared by Commissioner Butler be included in the agenda packet for the meeting, and wondered why it was not there. Ms. McBee commended the Commission for taking the initiative to get the code amended.

Questions by the Commission

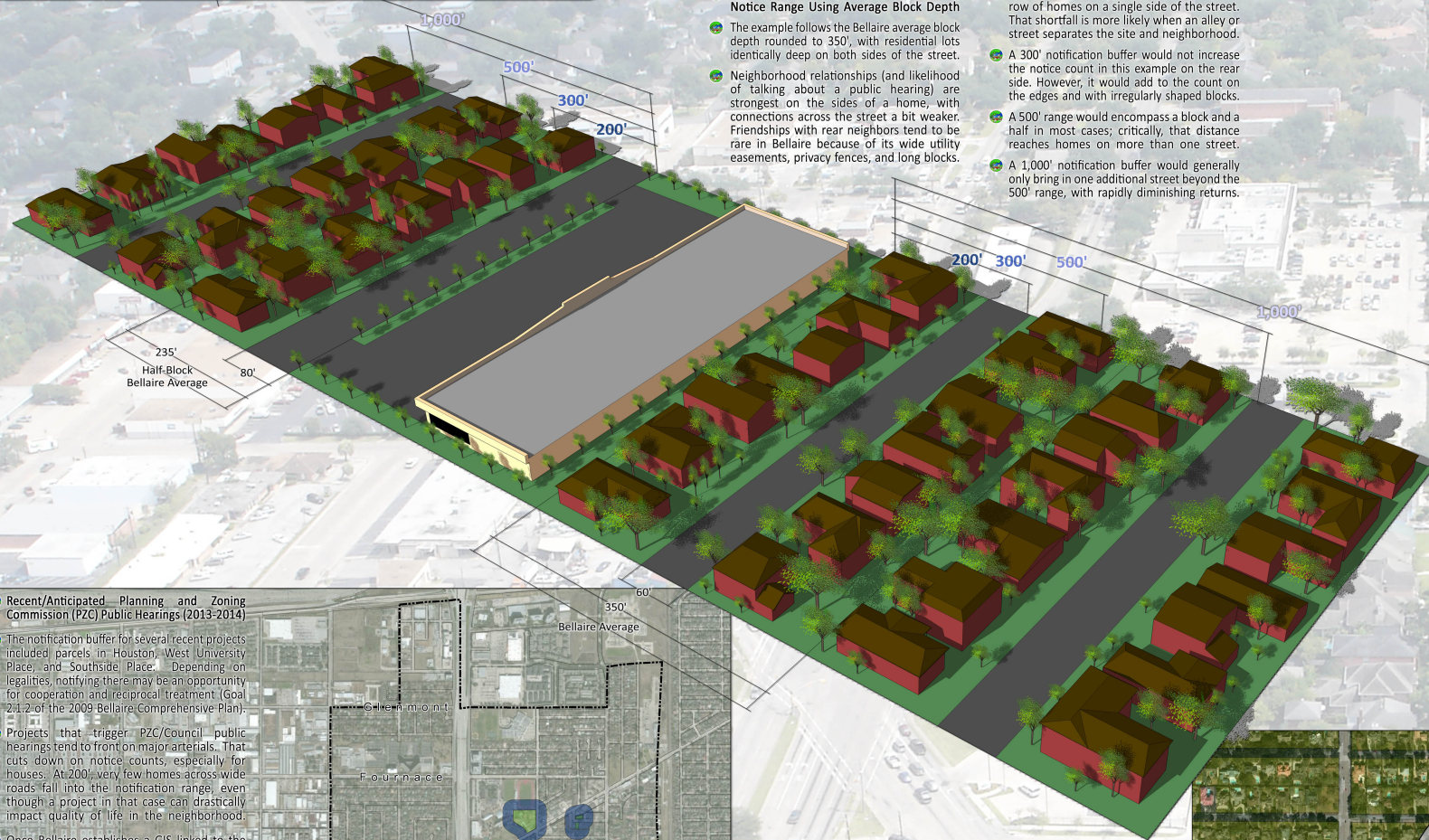
Commissioner Skinner mentioned that the Commission had already received the data that Commissioner Butler had prepared, and felt that he was referring to including it in City Council's agenda packet.

Commissioner Butler said that he thought the data would be included in the Commission's packet as well, and asked that it be included for next month's consideration of the item.

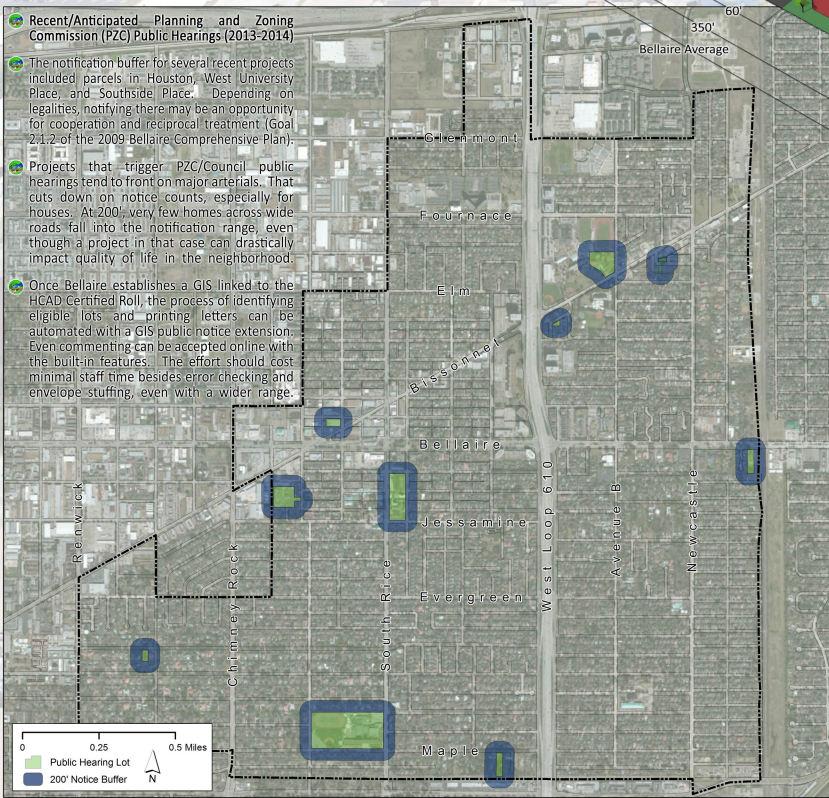
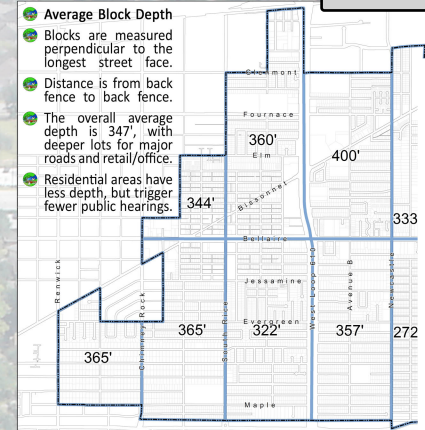
Mr. McDonald informed the public that written comments regarding the proposed amendments to the notification requirements will be accepted until 4:00 pm on Wednesday, January 7th, 2015.

Motion: a motion was made by Commissioner Skinner and seconded by Commissioner Simmons to close the public hearing.

Vote: the motion carried on a vote of 6-0.



- Hypothetical Example of Public Hearing Notice Range Using Average Block Depth**
- The example follows the Bellaire average block depth rounded to 350', with residential lots identically deep on both sides of the street.
- Neighborhood relationships (and likelihood of talking about a public hearing) are strongest on the sides of a home, with connections across the street a bit weaker. Friendships with rear neighbors tend to be rare in Bellaire because of its wide utility easements, privacy fences, and long blocks.
- The current 200' typically reaches only one row of homes on a single side of the street. That shortfall is more likely when an alley or street separates the site and neighborhood.
- A 300' notification buffer would not increase the notice count in this example on the rear side. However, it would add to the count on the edges and with irregularly shaped blocks.
- A 500' range would encompass a block and a half in most cases; critically, that distance reaches homes on more than one street.
- A 1,000' notification buffer would generally only bring in one additional street beyond the 500' range, with rapidly diminishing returns.



- Recent/Anticipated Planning and Zoning Commission (PZC) Public Hearings (2013-2014)**
- The notification buffer for several recent projects included parcels in Houston, West University Place, and Southside Place. Depending on legalities, notifying there may be an opportunity for cooperation and reciprocal treatment (Goal 2.1.2 of the 2009 Bellaire Comprehensive Plan).
- Projects that trigger PZC/Council public hearings tend to front on major arterials. That cuts down on notice counts, especially for houses. At 200', very few homes across wide roads fall into the notification range, even though a project in that case can drastically impact quality of life in the neighborhood.
- Once Bellaire establishes a GIS linked to the HCAD Certified Roll, the process of identifying eligible lots and printing letters can be automated with a GIS public notice extension. Even commenting can be accepted online with the built-in features. The effort should cost minimal staff time besides error checking and envelope stuffing, even with a wider range.

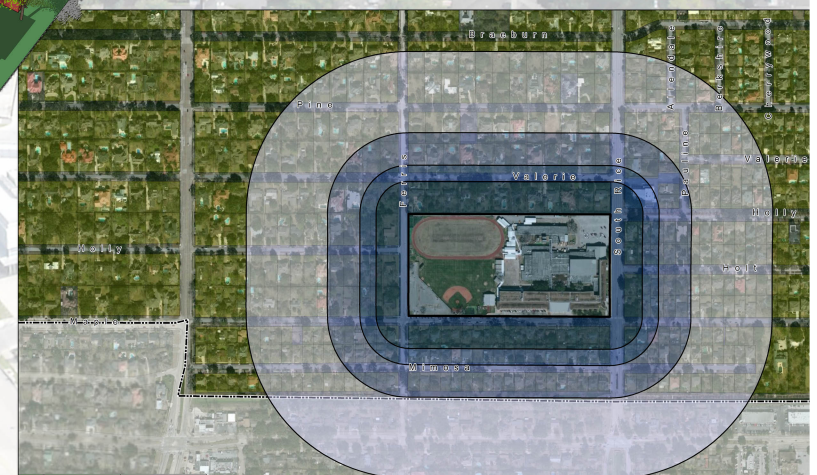
Bellaire Code of Ordinances Section 24-610:

"...written notice of public hearing before the Commission on the proposed amendment or change shall be sent to all owners of real property lying within two hundred (200) feet of the property upon which the change is requested, including streets and alleys, and the owners of such additional property as may be designated by the Commission. Such notice shall be given not less than ten (10) days before the date set for the hearing by depositing such notice in the mail, properly addressed and postage prepaid, to each taxpayer as the ownership appears on the last approved tax roll."

Prepared without cost/warranty for the Bellaire PZC by Christopher Butler (Butler Planning Services Principal Planner, Bellaire Planning & Zoning Commissioner)

The views and opinions expressed in this study are exclusively those of the author, and do not necessarily represent the beliefs and policies of City of Bellaire staff, Bellaire PZC members, or the City Council of Bellaire Texas. All notification counts mentioned for previous projects are approximate, and in cases of conflict, will be fully overruled by actual notice rolls and distances used by City Staff. The Study's maps and data are for unofficial and informational purposes only.

Derivative use of this document, in whole or in part, by government agencies, non-profit organizations, or by educators/students is expressly permitted, without need of prior approval. Such use must be with attribution and a share alike licence. Commercial rights are reserved. Copyright Christopher Butler 2014.

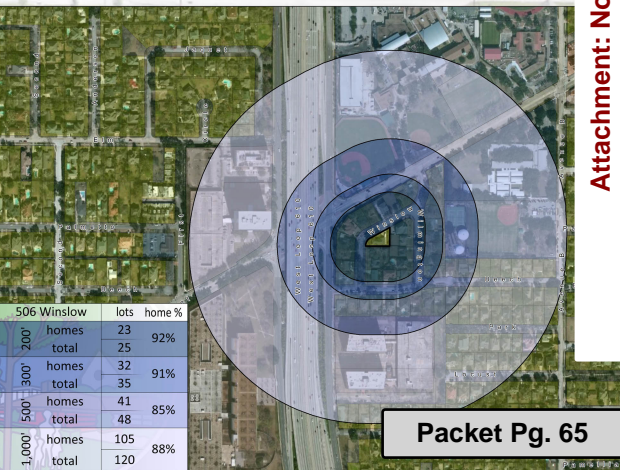
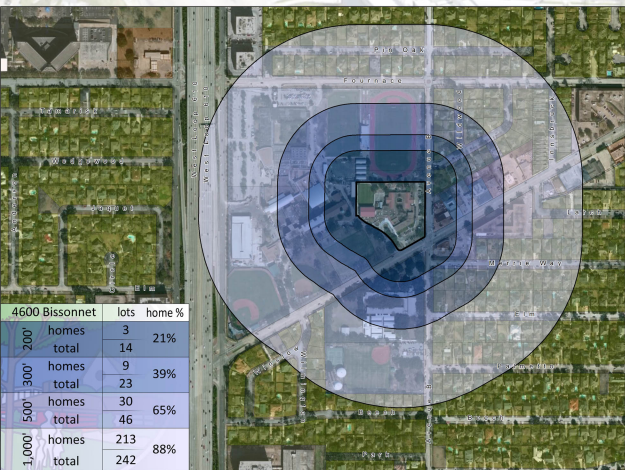
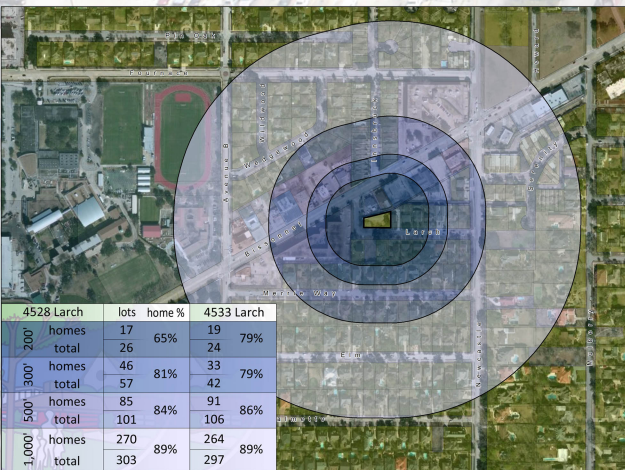
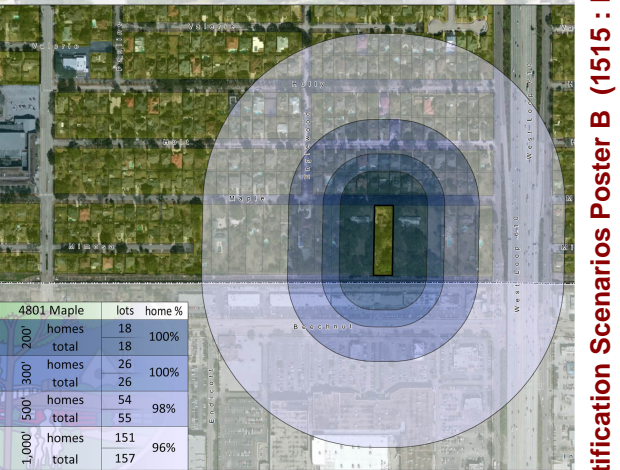
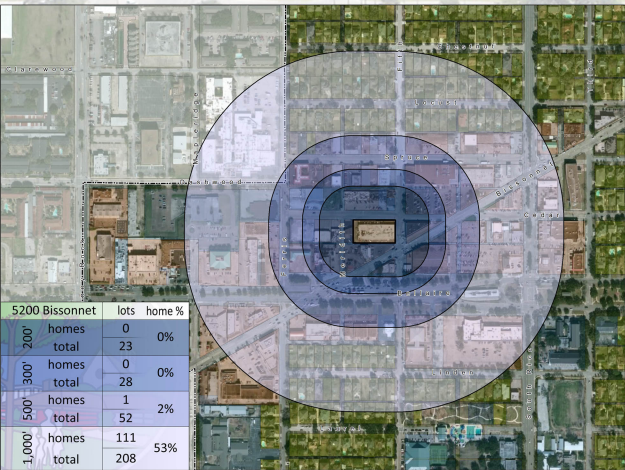
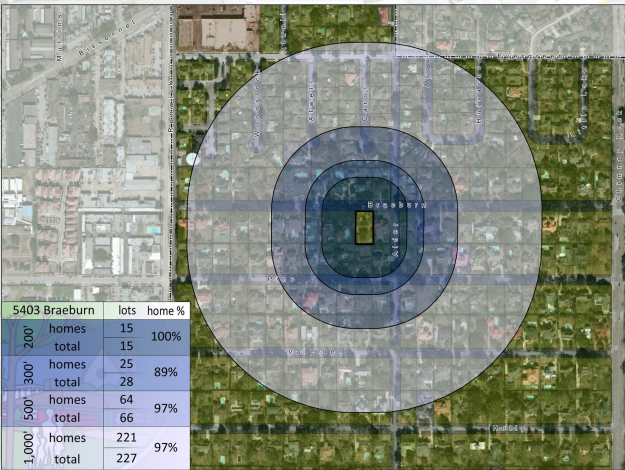
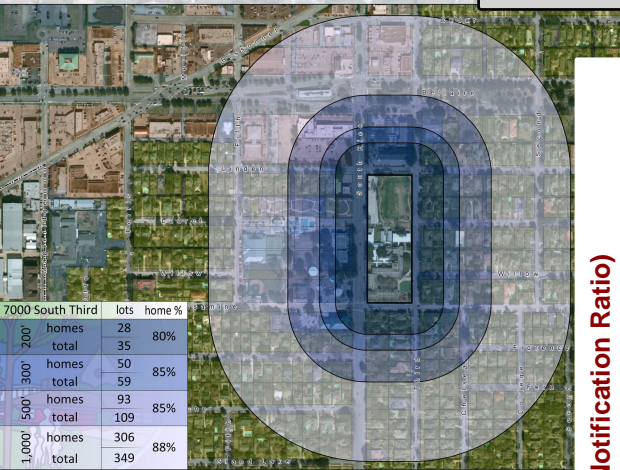
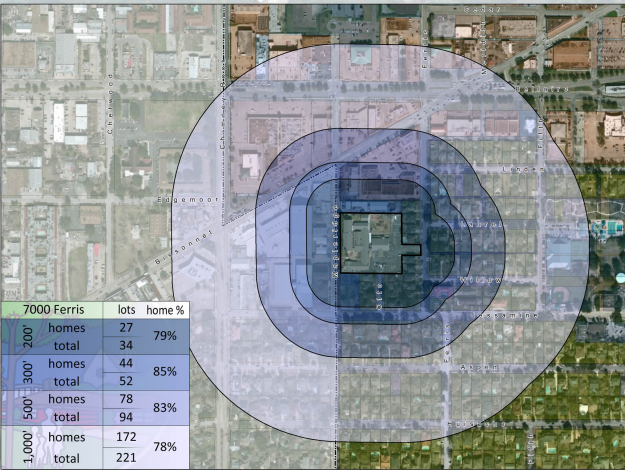
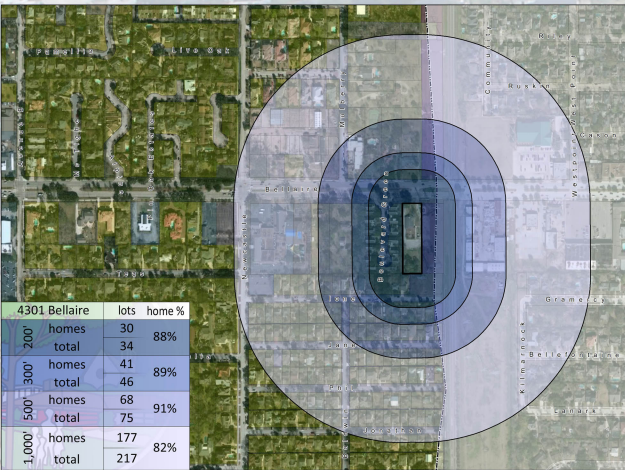


- Bellaire High School Notices**
- The percentage of notices going to houses vs. businesses does not fluctuate much by notice range because the majority of surrounding lots are single-family homes already.
- Bellaire High is a project on the edge of town, meaning a wider notification buffer will not cost the applicant as much for letter distribution.
- The standard 200' buffer would reach little more than the first row of home. Maple is an exception, where lot depth is unusually shallow.
- The Bellaire High reconstruction is already widely known; in this case, no extended buffer, regardless of distance, could reach the underground stone-roofed shades of

Bellaire High	lots	home %
200'	72	97%
total	74	
300'	102	98%
total	104	
500'	190	98%
total	193	
1,000'	379	98%
total	385	

Planning and Zoning Commission Public Hearing Notification Scenarios For 2013/2014 Case Load

- On the maps, yellow parcel shading indicates residential, red is for commercial, and blue is used for public and semi-public. White shaded properties are outside the City Limits of Bellaire.
- For projects starting with a high home percentage at 200', widening the range does not impact that ratio very much. A wider buffer helps more on cases with a low starting percentage at 200' (such as 4600 and 5200 Bissonnet).
- The project at 4301 Bellaire is so close to the City Limits, that increasing notice distance does not raise owner count as much as with the other public hearings.
- Hearings such as 4301 Bellaire have major ramifications in other cities. Instances like these might be opportunities to notify owners there. Reciprocal action by Houston and West U would benefit Bellaire owners greatly. The Bellaire Comprehensive Plan encourages coordination with other cities at shared borders.
- The 7000 Ferris project's irregular lot shape means the 200' buffer covers a decent number of homes; a significant improvement is achieved 300' to 500'.
- Irregular lot shapes are ideal for a GIS aided notification process. These odd layouts are no more challenging for the system than standard rectangular parcels.
- Even minor changes to church and school sites can have significant impacts on neighboring businesses because of alcohol rules and licensing. With their wide lots, increasing notification distance is just as important.
- 5200 Bissonnet is a critical example, because it simulates the notice reach of a hypothetical UV-D PD. The 200' buffer did not include any homes, nor would a 300' distance. Even 500' is insufficient to spread any neighborhood awareness. A PD public hearing that failed to notify residents would be a misstep considering how contentious the 2014 UV-D/CMU rezoning became.
- 4600 Bissonnet is a case where imprecise code language would radically alter notification reach, regardless of distance. The applicant owns five lots only loosely matching building layout. A home right across the street from the school might not receive a notice because the case technically takes place on a different parcel of the campus.
- The 200' distance reached less than five homes around 4600 Bissonnet. A 500' buffer would dramatically improve neighborhood awareness.



Prepared without cost or warranty for the Bellaire Planning and Zoning by Christopher Butler (Butler Planning Services Principal Planner, Bellaire Planning and Zoning Commissioner).

The views and opinions expressed in this study are exclusively those of the author, and do not necessarily represent the beliefs and policies of City of Bellaire staff, Bellaire PZC members, or the City Council of Bellaire Texas. All notification counts mentioned for previous projects are approximate, and in cases of conflict, will be fully overruled by actual notice rolls and distances used by City Staff. The Study's maps and data are for unofficial and informational purposes only.

Derivative use of this document, in whole or in part, by government agencies, non-profit organizations, or educators/students is expressly allowed, without need for prior approval. Such use must be with attribution and a share alike licence. Commercial rights are reserved. Copyright Christopher Butler 2014.

October 13, 2014



NOTICE OF PUBLIC HEARING

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ON MONDAY, MARCH 9, 2015, AT 6:00 P.M. IN THE COUNCIL CHAMBER, FIRST FLOOR OF CITY HALL, 7008 SOUTH RICE AVENUE, BELLAIRE, TEXAS 77401, REGARDING AMENDMENTS PROPOSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BELLAIRE, TEXAS, TO CHAPTER 24, PLANNING AND ZONING, ARTICLE VI, AMENDATORY PROCEDURE, SECTION 24-610, PUBLICATION, SUBSECTIONS A AND B, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, FOR THE PURPOSE OF INCREASING THE AREA FOR MAILED WRITTEN NOTICE OF PUBLIC HEARINGS BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF BELLAIRE, TEXAS, AND THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, FROM TWO HUNDRED (200) FEET TO FIVE HUNDRED (500) FEET.

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Bellaire, Texas, on Monday, March 9, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at which time and place any and all persons desiring to be heard will be heard on or in connection with any matter or question involving amendments proposed by the Planning and Zoning Commission of the City of Bellaire, Texas, to Chapter 24, Planning and Zoning, Article VI, Amendatory Procedure, Section 24-610, Publication, Subsections A and B, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of increasing the area for mailed written notice of public hearings before the Planning and Zoning Commission of the City of Bellaire, Texas, and the City Council of the City of Bellaire, Texas, from two hundred (200) feet to five hundred (500) feet. **The proposed amendments would be generally applicable to all properties within the City of Bellaire, Texas.**

The proposed amendments may be reviewed at the Office of Development Services, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, except for holidays. An online version of the amendments can be found on the City's website (www.bellairetx.gov) in the "Document Center" (once there, click on the folder titled "City Council Public Hearings" and select the document named "Increase in Notice Area").

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas