



NOTICE OF A MEETING

(In compliance with Sec. 551.041, Et. Seq., Tex. Gov't. Code)

NOTICE is hereby given that the City of Jersey Village Planning and Zoning Commission will hold a meeting on June 4, 2024, at 6:00 p.m. at the Civic Center, 16327 Lakeview Drive, Jersey Village, Texas 77040. The City of Jersey Village Planning and Zoning Commission reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

A quorum of the City of Jersey Village City Council may be in attendance at this meeting.

ITEM(S) to be discussed and acted upon by the Commission are listed on the attached agenda.

AGENDA

- A. Open Meeting. Call the meeting to order and the roll of appointed officers will be taken. *Rick Faircloth, Chairperson*
- B. **CITIZENS' COMMENTS** - Any person who desires to address the Planning and Zoning Commission regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and Commissioners are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the Planning and Zoning Commission.
- C. Consider approval of the minutes for the meeting held on April 10, 2024. *Lorri Coody, City Secretary*
- D. Discuss and take appropriate action concerning the application request of Senate Avenue Pharmacy LLC through its owner, Laura Smith Williams, for a specific use permit to allow the operation of a retail pharmacy located at 7412 Senate Avenue, Jersey Village, TX 77040 within the city limits in zoning District K. *Building Official Representative*
- E. Conduct a review of Apex Heritage Properties, LLC's request to amend the City of Jersey Village's 2020 Comprehensive Plan at Chapter 4 concerning the City's Thoroughfare Plan. *Building Official Representative*
- F. Adjourn

CERTIFICATION

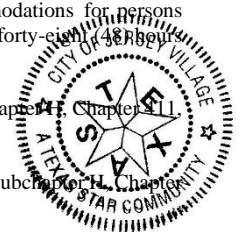
I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: May 29, 2024 at 5:00 p.m. and remained so posted until said meeting was convened.

Lorri Coody, City Secretary

In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodation must be made to the City Secretary by calling 713 466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at www.jerseyvillagetx.com

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."



PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

- B. CITIZENS' COMMENTS** - Any person who desires to address the Planning and Zoning Commission regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and Commissioners are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the Planning and Zoning Commission.

**MINUTES OF THE MEETING OF THE JERSEY VILLAGE
PLANNING AND ZONING COMMISSION**

April 10, 2024 – 6:00 p.m.

THE PLANNING AND ZONING COMMISSION MET ON APRIL 10, 2024, AT 6:00 P.M. IN THE CIVIC CENTER MEETING ROOM, 16327 LAKEVIEW DRIVE, JERSEY VILLAGE, TEXAS.

A. The meeting was called to order in at 6:00 p.m. and the roll of appointed officers was taken. Commissioners present were:

Rick Faircloth, Chairman
Eric Henao, Commissioner
Nestor Mena, Commissioner
Debra Mergel, Commissioner

Cynthia Kopinitz, Commissioner
David L. Lock, Commissioner

Staff in attendance: Lorri Coody, City Secretary and Austin Bleess, City Manager. Council Liaison, Drew Wasson, was present at this meeting.

Commissioner Charles A. Butler, III was not present at this meeting.

City Attorney, Justin Pruitt, was not present at this meeting.

B. CITIZENS' COMMENTS - Any person who desires to address the Planning and Zoning Commission regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and Commissioners are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the Planning and Zoning Commission.

There were no Citizens' Comments.

C. Consider approval of the minutes for the meeting held on November 29, 2023.

Commissioner Mergel moved to approve the minutes for the meeting held on November 29, 2023. Commissioner Mena seconded the motion. The vote follows:

Ayes: Commissioners Members Henao, Mergel, Mena, Lock, and Kopinitz
Chairman Faircloth.

Nays: None

The motion carried.

D. Discuss and take appropriate action concerning the annual review of the City's progress in implementing the Comprehensive Plan and prepare the 2024 Annual Progress Report for submittal and presentation to the City Council on April 22, 2024.

Austin Bleess, City Manager, introduced the item. Background information is as follows:

As part of the Comprehensive Plan, the Planning and Zoning Commission is charged with:

- Recommending to City staff an annual program of actions to be implemented, including guidance as to the timeframes and priorities.
- Preparing an Annual Progress Report for submittal and presentation to the City Council

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

- Ensuring decisions and recommendations presented to the City Council are consistent with this plan’s policies, strategies, and recommendations.
- Helping to ensure the plan is considered in the decisions and actions of other entities.
- Amending, extending, or adding plan revisions as necessary and appropriate.

This item is to conduct the annual review of the Comprehensive Plan with respect to current conditions and trends. The review is to provide a basis for adjusting capital expenditures and priorities and will reveal changes and additions necessary to keep the Plan functional, current, and applicable long-term. It is recommended that the review include consideration of the following:

1. The City’s progress in implementing the Plan;
2. Changes in conditions that form the basis of the Plan;
3. Community support for the Plan’s goals, strategies, and actions; and
4. Changes in State laws.

An Implementation Progress Report was included in the Plan in order to aid with implementation. It provides a summary of the Plan’s recommendations, and along with budget assumptions, it assigns a suggested time frame in which to commence action items.

The time frames are as follows:

SHORT-TERM RECOMMENDATIONS:

- Implementation of these action items should begin following plan adoption.
- Approximate timeline: zero to five years following plan adoption.

MID-TERM RECOMMENDATIONS:

- Implementation of these action items will likely follow short term recommendations.
- Approximate timeline: five to ten years following plan adoption.

LONG TERM/ON-GOING RECOMMENDATIONS:

- These action items should be continually addressed by City leaders (i.e. no specific time frame is applicable).

Included with this packet is a breakdown of the various goals from the Comprehensive Plan and where they are at, or when they are scheduled to be completed.

The Comprehensive Plan requires that all relevant demographic data regarding the economy of the City be compiled and updated at least annually. This information was included in the meeting packet.

Finally, there have been no changes in the law that will affect our Comprehensive Plan.

The Commission discussed the progress made during this period for the City’s Comprehensive Plan.

With no further discussion on the matter, Commissioner Lock moved to approve the 2024 Annual Progress Report for submittal and presentation to the City Council at the April 22, 2024, Meeting. Commissioner Mena seconded the motion. The vote follows:

Ayes: Commissioners Members Henao, Mergel, Mena, Lock, and Kopinitz
Chairman Faircloth.

Nays: None

The motion carried.

A copy of the 2024 Annual Progress Report is attached to and made a part of these minutes as Exhibit A.

E. Discuss and take appropriate action recommending to City Council three (3) members of the Planning and Zoning Commission to serve on the 2024 Comprehensive Plan Update Committee.

BACKGROUND INFORMATION:

The City’s Comprehensive Plan is the guiding document that helps leaders, over the course of 15-20 years, make improvements that ensure that the City remains a desirable place to live, where property values increase, and the quality of life remains strong. The plan presents a vision for the future, with long-range goals and objectives for all activities that affect the local government. The city’s current Comprehensive Plan can be viewed from the homepage of the city’s website at <https://www.jerseyvillagetx.com/page/cpuc.2020Plan>.

The Comprehensive Planning Update Committee is responsible for:

- 1) Inquiring into the progress and implementation of the Comprehensive Plan;
- 2) Evaluating any changes in conditions that form the basis of the Comprehensive Plan;
- 3) Evaluating community support for the Comprehensive Plan's goals, strategies, and actions
- 4) Recommending changes to the Comprehensive Plan to the Planning and Zoning Commission, who in turn shall make a final recommendation to City Council.

A provision in the Comprehensive Plan requires that City Council appoint a Comprehensive Planning Update Committee at least every four years. Accordingly, the next Committee appointments are to be made in July of 2024.

The committee shall consist of seven regular members and three alternate members. Three regular members of the committee shall be current members of the City’s Planning and Zoning Commission.

This item is to recommend to City Council three (3) members of the Commission interested in serving on the 2024 Comprehensive Plan Update Committee.

After discussing the matter, the following three (3) members were selected to serve on the 2024 Comprehensive Plan Update Committee: Nestor Mena, Eric Henao, and David L. Lock.

F. Adjourn

There being no further business on the agenda the meeting was adjourned at 6:15 p.m.

Lorri Coody, City Secretary



PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

EXHIBIT A

Planning and Zoning Commission Minutes

APRIL 10, 2024

2024 Annual

Comprehensive Plan Progress Report

DRAFT



CITY OF JERSEY VILLAGE PLANNING & ZONING COMMISSION 2024 ANNUAL COMPREHENSIVE PLAN PROGRESS REPORT

On February 22, 2021, City Council approved Ordinance No. 2021-05, which adopted the Jersey Village Comprehensive Plan 2020 Update. As part of the Plan, the Planning and Zoning Commission is charged with preparing an Annual Progress Report for submittal and presentation to the City Council.

On April 10, 2024, the Planning and Zoning Commission conducted the 2024 annual review of the Comprehensive Plan and reports the following:

The City’s Progress in implementing the Plan: In determining Plan’s implementation progress, the Commission reviewed the Implementation Progress Report, made a part of this report as “Exhibit A”. This report outlines the Plan’s recommendations and suggested time frames for completing action items. The report also outlines the timeframe for items to be worked in future fiscal years.

There are no major changes in conditions forming the basis of the Plan’s goals, strategies, and actions.

The Commission finds that recommended projects and the timelines as presented in the Implementation Progress Report are sufficient and feasible given budget parameters and recommends implementation of the plan in accordance with the report.

Demographic Data: Updates to relevant demographic data regarding the economy of the City are attached to and made a part of this report as “Exhibit B.”

Changes in State laws: Finally, there have been no changes in the law that will affect our Comprehensive Plan.

Respectfully submitted, this 10th day of April 2024.

s/Rick Faircloth, Chairman

ATTEST:

s/Lorri Coody, City Secretary



Recap of Comprehensive Plan 2020 Update Implementation

This recap is being provided with information as of March 2024.

Future Land Use Recommendations

Establish a zoning overlay district for the Highway 290 corridor.

Staff and our consultants looked at a zoning overlay district for the corridor. It was determined that an overlay district was not the best option. A complete overhaul of the codes was done and the underlying goal of this item was met in May 2023.

Review existing development codes to identify incompatibility with the vision and desired uses (higher quality restaurants, services, and entertainment), and to protect residential neighborhoods.

This was completed in May 2023.

Compile all relevant demographic data regarding the economy of the City and update at least annually.

This is done annually in July.

Conduct a full cost of service and revenue generation analysis for annexation of the extraterritorial jurisdiction (ETJ).

A cost benefit analysis was done on this for an area along Charles Road and Wright Road, south of Charles Road. Many property owners expressed interest in receiving city water and sewer, however there very few property owners that returned the petition for annexation so they could receive water and sewer.

Promote aesthetically pleasing designs for retail and commercial land uses that are located at major intersections as destinations in their own right, but also as corridor framing uses.

Annually the city sends out communications to business owners encouraging the use of similar types of flowers and plants to what is recommended in our Branding Standards Plan.

Consider mixed use development, combining residential and nonresidential uses.

This was done as part of the update to our zoning ordinances, which was completed in May 2023.

Promote redevelopment and land use patterns that reduce the number and length of auto trips and support walking and bicycling. Encourage friendly, walkable environments within key destination areas of the community by offering incentives to developers such as reduced parking requirements.

This was done as part of the update to our zoning ordinances. Parking requirements were reduced, and walkable environments are being encouraged. The city is also finishing sidewalk extensions leading to businesses to help encourage this as well.

Exhibit A

Public Services, Utilities and Flood Mitigation Infrastructure

Ensure a fire service rating equivalent to the city's current rating is maintained.

This is an ongoing item. The City continues to maintain a ISO rating of 2.

Continue positive working relationship with Harris County Flood Control.

The City maintains a positive working relationship with HCFCD. City Manager Bless is in regular communication with HCFCD on projects that would impact the City.

Continue to implement the Long-Term Flood Recovery Plan.

Since 2017 there have been about 165 homes that have been identified for potential elevation. Since that time 78 of the homes have been awarded grant funding for home elevations, 6 have been mitigated as part of TIRZ 3, 2 others were purchased by FEMA through HCFCD, and 3 others were mitigated by the individual property owners. That leaves 76 homes that remain to be mitigated as of today. However, of that number several homeowners have opted not to have their property mitigated.

The Preliminary Engineering Report (PER) for the E127 Project is expected to be completed in March 2024. The preliminary costs of construction are now about \$13,000,000. City staff and Engineers will look at some alternatives to see if things could be done differently or more cost effective to bring the cost down. City staff is also evaluating other grant opportunities that could be utilized to fund some portions of the project as well.

The City continues to implement the Long-Term Flood Recovery Plan. As of this writing the City Manager has submitted one grant request for the FY23 FMA Home Elevations for 2 homes.

Transportation and Circulation Recommendations

Develop neighborhood pedestrian connections through a trail system. Acquire/secure land needed for initial paths of trail system. Utilize existing bayous and conveyance channels to help expand the trail system if necessary.

City staff is working with Harris County, Harris County Flood Control District, and CenterPoint Energy to increase pedestrian connections to other existing trails outside of the City limits.

Explore TxDOT funding opportunities for multi-modal transportation alternatives.

City staff monitors funding opportunities.

As of March 2024 the City Manager is applying for a Safe Streets For All Action Planning Grant to help develop the plan that would allow us to apply for construction grants on future projects.

Conduct a corridor pedestrian mobility study to identify specific corridor deficiencies and prioritize potential improvements.

Some areas of deficiencies have been addressed, including along Jones Road and Village Drive. Staff will continue to evaluate these improvements with future funding opportunities.

Prioritize sidewalk improvement areas based upon propensity to generate pedestrian traffic, with safe routes to schools and safe routes to transit of highest priority.

For FY22 and FY23 the City Council allocated \$225,000 each year for sidewalk replacement. Maps that are updated regularly [can be found on our website](#) showing what has been repaired so far and what is scheduled to be repaired.

Create an enhanced pedestrian environment along key entry roadways and those with adjacent residential development to encourage walking to local retail and service destinations, especially along Jones Road, Jersey Meadows Drive, and Castlebridge Drive.

Sidewalks along Jones Road have been completed from the Foundry Church to Village Green Drive. Further increases in extensions along the west side of Jones Road are being evaluated. The other areas are currently being evaluated and will be budgeted in future fiscal years.

Encourage the County to connect Taylor Road west of the extraterritorial jurisdiction (ETJ) to provide better access for future development.

The City Manager annually reaches out to our County Commissioners Office on this topic. This connection likely would not be done until there is more density in the area between North Eldridge Parkway and Jones Road.

Economic Development Recommendations

Consider creation of a municipal management district (MMD) to fund corridor enhancements and on-going maintenance.

Staff has looked into this. It is another level of government that the property owners would have to buy into. The logistics of this are fairly straight forward, but there has been little interest shown from the business community in this.

Encourage development of desired office, retail, service, and entertainment venues through the use of tax abatement, TIRZ, or 380 agreements.

The Community Development Manager reaches out to realtors and property owners approximately every 6 weeks to remind them of the opportunities that exist and the tools the City has to help these types of developments.

Identify and target underserved retail market segments.

Annually the Community Development Manager gets a report about the retail leakage. That information is shared with local property owners and is used to help target market segments that could do well in Jersey Village. She also actively targets retail market segments as well.

Prepare marketing materials highlighting the assets and advantages of Jersey Village.

A marketing video was made in the fall of 2023. Further marketing materials will be made when the construction project for the Club House is completed.

Establish working relationships with commercial brokerages.

The Community Development Manager reaches out to commercial brokerages that have locations in and around Jersey Village, or is listing property in Jersey Village, every 6 weeks. This has resulted in productive meetings and good working relationships with them.

Develop and implement an expanded Marketing Plan for the Jersey Meadow Golf Club.

In Fiscal Year 2023 the Golf Course had its best year ever, and even turned a profit for the year. In Fiscal Year 2024 the Golf Course is projected to be profitable again. With the completion of the new Club House coming in summer 2024 this makes marketing the course even easier.

Staff feels this goal has been accomplished.

Assemble a package detailing the Jersey Village development process and available incentives.

The Community Development Manager has information on the incentives offered by the city. A package detailing the development process is currently being updated to reflect our new permitting system and process that was implemented in the second half of 2021. A full package of this information has been available to the public and business community since April 2022.

Establish a business-owners council as a resource learning about the needs of businesses and communicating the City's goals to the business community.

The Community Development Manager has begun meeting with business owners and establishing relationships that will allow us to better identify the most effective method of establishing a business-owners council. We will begin the process of establishing a business-owners council in FY24.

Procure an Economic Development Consultant to be considered by city management and the City Council.

The City budgeted for, and hired, a Community Development Manager to handle economic development. This goal is achieved.

Identify potential redevelopment sites and create proposal packages to incentivize developers.

This is a mid-term project. It is not anticipated to be looked at until FY25.

Review current processes encountered by business expansions and relocations to reduce inefficiencies and make it easier for businesses.

In 2021 City Staff overhauled our permitting system. Now anyone can submit plans online, and track their progress through the review process online as well.

Due to voluntary staffing changes, the City has contracted with a local firm to do our building plan review and inspections. This has led to greater resources being available to the city and businesses and decreased the response times for plan reviews, permitting, and inspections.

This goal is achieved.

Parks, Recreation, and Open Space Recommendations

Implementation of the projects identified in the 2020 Parks Master Plan.

The high priority projects of the 2020 Parks Master Plan have been included in the CIP Budget for FY 2022 and are being planned for the next several years. This project status, as well as the status of other city projects, can be found on our City Project page: <https://www.jerseyvillagetx.com/page/city.projects>

The Parks and Recreation Manager is working on grant opportunities to help fund these projects to reduce the overall burden on the city budget. The City Manager is also working with Congressman Hunt to see if we can get Congressional Funding for some of these projects.

Explore future funding potential to acquire additional park space based on parks and open space master plan.

This is a mid-term project. It is not anticipated to be looked at until 2025.

Review underutilized open spaces and convert to local pocket parks.

This is a mid-term project. It is not anticipated to be looked at until 2024.

Review and consider additional park improvements, such as outdoor exercise equipment and improved volleyball courts.

In late 2021 the Parks Supervisor improved the volleyball court by completely redoing it and improving the drainage. New park improvements such as a climbing structure were added in 2021, and a zipline was added in 2022. Excise equipment is being considered for future years.

Carol Fox Park is starting the process to replace the community built playground. Clark Henry Park is also slated to get field improvements in FY2025.

Update City’s pool facility with new equipment, slides and buildings.

In 2021 the pool house was remodeled to allow for better customer access and experiences. New bathroom furnishings were installed ahead of the 2022 pool season. New pool amenities such as a rock wall and diving board have recently been added as well.

A new pool is being considered for future years. The cost of a pool similar to what we have today with similar features would be about \$6,000,000.

Explore potential community volunteer opportunities to support the parks and recreation program.

The Parks and Rec Committee was expanded in 2021 to include alternate members. This allows more people to be a part of the committee and volunteer. This committee also actively recruits non-committee members to volunteer with the city at various events throughout the city. Volunteers are also moving forward with a Community Garden with a potential location off of Equador street across the bayou from Clark Henry Park.

Encourage league sports for youth and adults.

Parks and Recreation has created sporting leagues for adults such as kickball and volleyball, based on demand. The Department has worked with I-9 sports to bring youth baseball and soccer to Jersey Village. Currently the Department is in the process of finding a new company for youth sports and

exploring opportunities to work with outside agencies to increase youth sporting leagues, include e-sports.

Coordinate with HCFCF on future trail connectivity along White Oak Bayou.

Trail connectivity is being investigated by City Staff and HCFCF. It is not anticipated that trails would be added to the bayou behind residential homes in Jersey Village. When the E100 work is completed residents can connect to the HCFCF trail system from Clark Henry Park and go all the way to Downtown on the trail system. Further connection of existing sidewalks in the city to trails outside of the city is the main consideration at this point in time. The E127 Project would contain a trail from Rio Grande to Jones Road.

DRAFT

Community Character Recommendations

Construct Phase 2 of the Gateway and Marquee Sign Projects to highlight the entrance to the City.

This project has been completed.

Explore strategic public/private partnerships with local businesses to encourage beautification efforts of their properties.

City staff communicates with property owners the character recommendations from the Wayfinding and Gateways Master Plan. Further partnerships, including funding opportunities, will be looked at for future fiscal years.

Review code enforcement procedures for their effectiveness, and make necessary changes. Potentially adopt the International Property Maintenance Code.

Some codes were modified as part of the whole code ordinance update. Our new Code Enforcement Officer will evaluate the IPMC for possible recommendations.

Prepare a visual assessment survey of City corridors to identify problem areas that negatively impact community character and identify remedies/action plans available to address concerns.

Visual site assessment survey templates are being gathered. City staff will look at doing these surveys in 2024. Staff is looking at soliciting citizen assistance in doing these surveys to gain feedback and input from residents.

Consider a more stringent tree preservation ordinance to protect existing tree resources.

Planning and Zoning looked at potential tree ordinance changes. They made minor tweaks to the ordinance. City staff has a recommended list of types of trees and works with Texas Parks and Wildlife and Texas A&M AgriLife Extension to maintain that list of trees.

This goal has been achieved.

Promote increasing the canopy along streets, parks, and open spaces.

This is a mid-term goal and is not anticipated to be looked at until FY25.

Reduce visual clutter by reducing the number of billboards and encouraging utilities be located underground.

City staff encourages utilities to be located underground. However fiscal restraints make this option not always feasible for utility companies. City staff is considering opportunities to reduce the number of billboards. However, there is no way to force these them to be moved.

Educate citizens on code enforcement requirements. Communicate status reporting of violations and corrections to the community.

Code enforcement violations and their tracking can be found live, real time on our website.

<https://www.jerseyvillagetx.com/page/city.reportissue>

Exhibit A

Actively pursue the elimination of blighted conditions and properties.

Code enforcement is actively working on blighted properties. In 2023 one on Acapulco Dr has been demolished with a new home scheduled to be built on it. There are other properties that have been submitted to Municipal Court.

Community Facility Recommendations

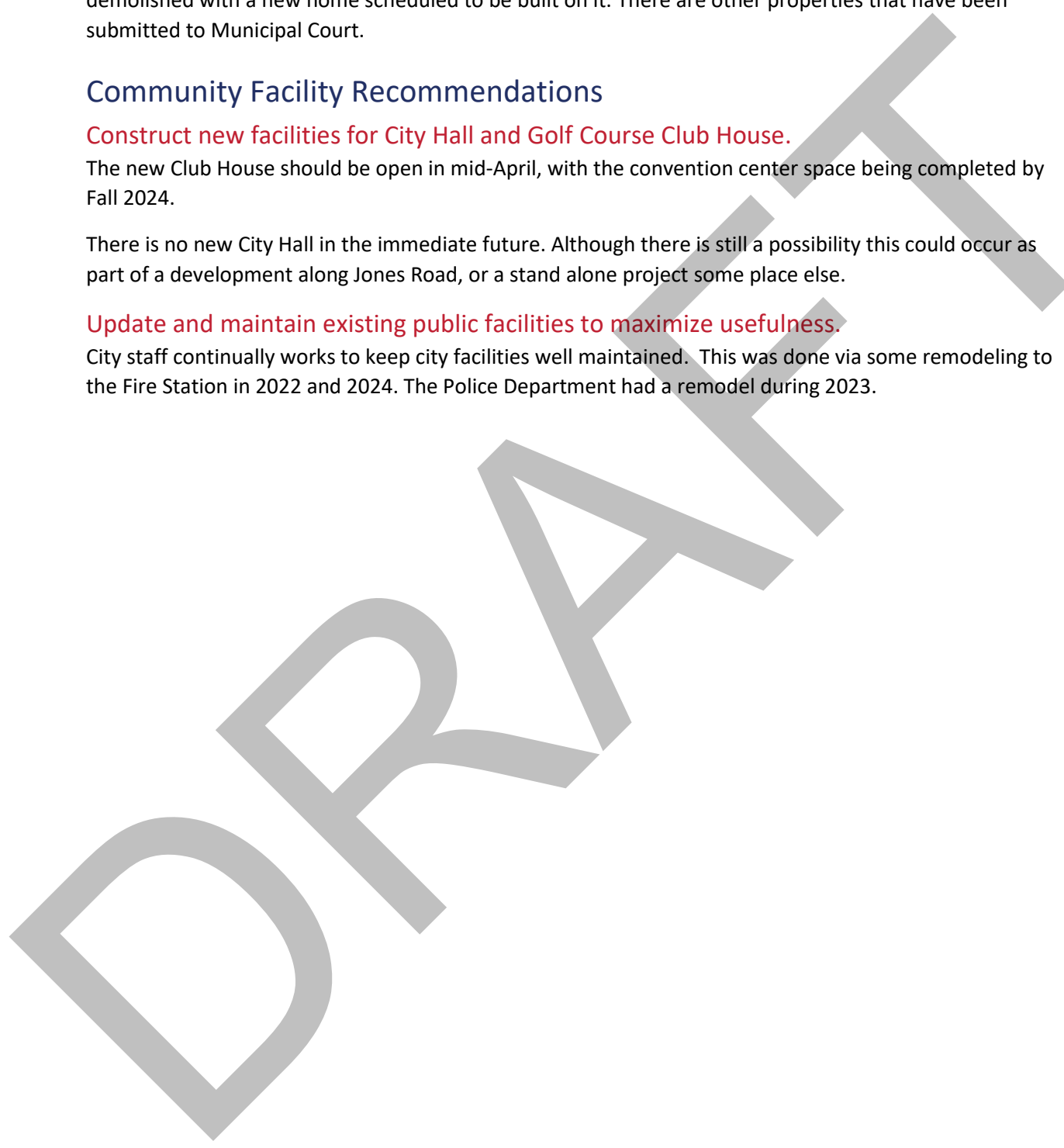
Construct new facilities for City Hall and Golf Course Club House.

The new Club House should be open in mid-April, with the convention center space being completed by Fall 2024.

There is no new City Hall in the immediate future. Although there is still a possibility this could occur as part of a development along Jones Road, or a stand alone project some place else.

Update and maintain existing public facilities to maximize usefulness.

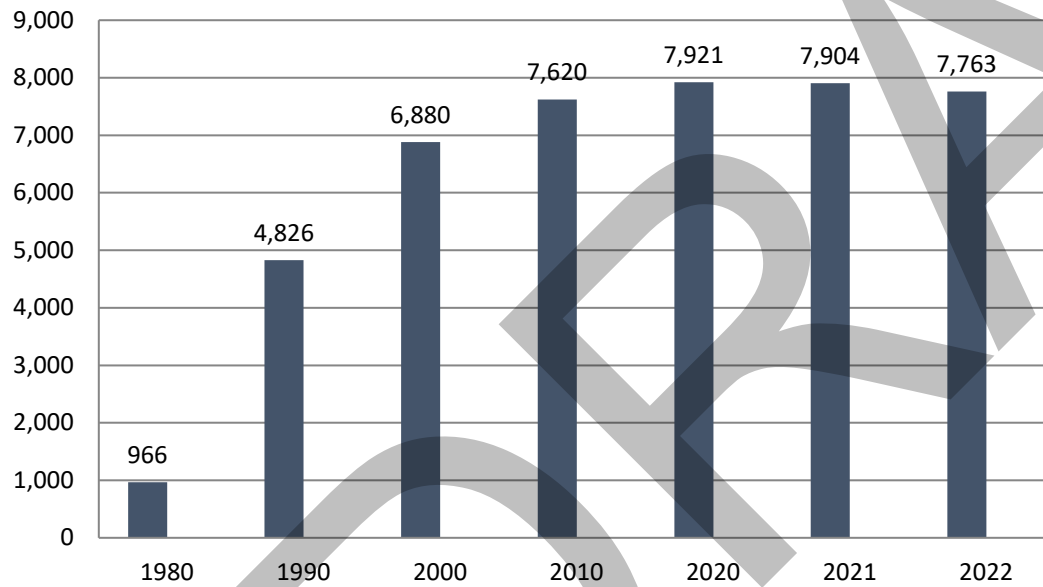
City staff continually works to keep city facilities well maintained. This was done via some remodeling to the Fire Station in 2022 and 2024. The Police Department had a remodel during 2023.



Population

Year	Jersey Village		Harris County	
	Population	Percent Change	Population	Percent Change
1980	966	-	2,409,547	-
1990	4,826	399.6%	2,818,199	17.0%
2000	6,880	42.6%	3,400,578	20.7%
2010	7,620	10.8%	4,092,459	20.3%
2020	7,921	4.0%	4,731,145	15.6%
2021	7,904	-0.2%	4,735,287	0.1%
2022	7,763	-1.8%	4,780,913	1.0%

Source: U.S. Census 1980, 1990, 2000, 2020; ,2021 ACS, 2022 ACS



Race & Ethnicity

Race/Ethnicity	2000		2010		2020		2022		Percentage Difference
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	
Caucasian	5,960	86.6%	5,813	76.3%	6,107	77.3%	5,144	66.3%	-11.0%
African-American	280	4.1%	631	8.3%	701	8.9%	857	11.0%	0.6%
American Indian & Alaska Native	15	0.2%	29	0.4%	0	0.0%	0	0.0%	-0.4%
Asian	350	5.1%	663	8.7%	555	7.0%	714	9.2%	-1.7%
Native Hawaiian & Other Pacific Islander	4	0.1%	0	0.0%	0	0.0%	0	0.0%	0.0%
Some Other Race	167	2.4%	320	4.2%	243	3.1%	281	3.6%	-1.1%
Two or More Races	104	1.5%	164	2.2%	294	3.7%	767	9.9%	1.6%
Total	6,880	-	7,620	-	7,900	-	7763	-	-
Hispanic Origin	499	7.3%	1,109	14.6%	1,641	20.8%	1888		6.2%

Source: U.S. Census 2000, 2010, 2020, 2022 ACS

Household Type

Household Type	2000		2010		Percentage Difference	2020		2022	
	Number	Percent	Number	Percent		Number	Percent	Number	Percent
Family Households	1,943	68.4%	2,134	63.2%	-5.26%	2,217	70.3%	2,147	64.0%
With Own Children Under 18 Years	825	29.0%	764	22.6%	-6.44%	652	20.7%	750	22.3%
Married Couple Family	1,693	59.6%	1,766	52.3%	-7.35%	1,955	62.0%	1,786	53.2%
With Own Children Under 18 years	669	23.6%	570	16.9%	-6.69%	541	17.2%	583	17.4%
Female Householder, No Husband Present	176	6.2%	268	7.9%	1.73%	167	5.3%	205	6.1%
With Own Children Under 18 Years	116	4.1%	148	4.4%	0.30%	81	2.6%	91	2.7%
Non-Family Households	897	31.6%	1,245	36.8%	5.26%	1,449	40.3%	1,209	36.0%
Householder Living Alone	704	24.8%	1,069	31.6%	6.85%	1,129	35.8%	1,010	33.5%
65 Years and Over	72	2.5%	299	8.8%	6.31%	363	11.5%	487	14.3%
Total Households	2,840		3,379			3,153		3,356	
Average Household Size	2.42		2.25			2.28		2.85	

Household Income

Income Level	1999		2012		2015	
	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	68	2.4%	78	2.4%	149	4.2%
\$10,000 to \$14,999	84	2.9%	111	3.4%	123	3.5%
\$15,000 to \$24,999	173	6.0%	264	8.0%	290	8.3%
\$25,000 to \$34,999	241	8.4%	223	6.7%	211	6.0%
\$35,000 to \$49,999	407	14.2%	373	11.3%	581	16.5%
\$50,000 to \$74,999	603	21.0%	709	21.4%	699	19.9%
\$75,000 to \$99,999	473	16.5%	528	15.9%	421	12.0%
\$100,000 to \$149,999	493	17.2%	440	13.3%	314	8.9%
\$150,000 to \$199,999	219	7.6%	329	9.9%	269	7.7%
\$200,000 or more	108	3.8%	257	7.8%	456	13.0%
Total Households	2,869	100.0%	3,312	100.0%	3,513	100.0%
Median Income			\$ 69,000.00		\$ 65,280.00	
Mean Income			\$ 93,430.00		\$ 99,158.00	

Income Level	2020		2021		2022	
	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	17	0.5%	37	1.1%	54	1.6%
\$10,000 to \$14,999	90	2.6%	77	2.3%	97	2.9%
\$15,000 to \$24,999	211	6.1%	256	7.6%	248	7.4%
\$25,000 to \$34,999	177	5.1%	141	4.2%	131	3.9%
\$35,000 to \$49,999	360	10.4%	370	11.0%	315	9.4%
\$50,000 to \$74,999	613	17.7%	585	17.4%	577	17.2%
\$75,000 to \$99,999	561	16.2%	518	15.4%	634	18.9%
\$100,000 to \$149,999	759	21.9%	646	19.2%	503	15.0%
\$150,000 to \$199,999	295	8.5%	360	10.7%	342	10.2%
\$200,000 or more	378	10.9%	373	11.1%	450	13.4%
Total Households	3,465	99.9%	3,364	100.0%	3356	99.9%
Median Income	\$ 81,869.00		\$ 83,877.00		\$ 88,101.00	
Mean Income	\$ 109,319.00		\$ 111,480.00		\$ 115,942.00	

Housing Types

Units in Structure	2000		2012		2015		2022	
	Jersey Village		Jersey Village		Jersey Village		Jersey Village	
Total housing units	3,087		3,548		3,722		3,718	
1-unit, detached	1,754	56.8%	1,932	54.5%	2,167	58.2%	2,026	54.5%
1-unit, attached	34	1.1%	42	1.2%	47	1.3%	-	0.0%
2 units	21	0.7%	32	0.9%	0	0.0%	22	0.6%
3 or 4 units	119	3.9%	72	2.0%	102	2.7%	21	0.6%
5 to 9 units	199	6.4%	288	8.1%	363	9.8%	512	13.8%
10 to 19 units	401	13.0%	604	17.0%	461	12.4%	518	13.9%
20 or more units	550	17.8%	565	15.9%	575	15.4%	619	16.6%
Mobile home	9	0.3%	13	0.4%	7	0.2%	-	0.0%

Source: U.S. Census 2000; 2008-2012 American Community Survey 5-Year Estimate, 2015 Estimates

House Values

House Values (Owner-Occupied)	2000 Jersey Village		2012 Jersey Village		2015 Jersey Village		2016 Jersey Village		2018 Jersey Village		2022 Jersey Village	
Owner-Occupied Units	1,652		1,870		2,028		1,987		2,087		1,805	
Less than \$50,000	11	0.7%	0	0.0%	8	0.4%	11	0.6%	12	0.6%	42	2.3%
\$50,000 to \$99,999	167	10.1%	66	3.5%	55	2.7%	40	2.0%	29	1.4%	4	0.2%
\$100,000 to \$149,999	797	48.2%	231	12.4%	277	13.7%	211	10.6%	76	3.6%	27	1.5%
\$150,000 to \$199,999	402	24.3%	719	38.4%	619	30.5%	604	30.4%	388	18.6%	59	3.3%
\$200,000 to \$299,999	182	11.0%	678	36.3%	770	38.0%	739	37.2%	838	40.2%	604	33.5%
\$300,000 to \$499,999	55	3.3%	162	8.7%	237	11.7%	298	15.0%	573	27.5%	872	48.3%
\$500,000 to \$999,999	38	2.3%	14	0.7%	41	2.0%	64	3.2%	158	7.6%	189	10.5%
\$1,000,000 or more	-	-	0	0.0%	21	1.0%	20	1.0%	13	0.6%	8	0.4%
Median (dollars)	142,900		194,300		205,300		216,600		268,900		330,100	
<i>Source: U.S. Census 2000, ACS 5-Year Estimates</i>												

Year House Constructed

Year Householder Moved into Unit		
2022		
Occupied housing units	1,805	-
Moved in 2021 or later	48	2.7%
Moved in 2018 to 2015	175	9.7%
Moved in 2010 to 2017	423	23.4%
Moved in 2000 to 2009	508	28.1%
Moved in 1990 to 1999	355	19.7%
Moved in 1989 or earlier	296	16.4%
<i>Source: 2008-2012 American Community Survey 5-Year Estimates</i>		

Tenure By Year Structure Built		
2022		
Total:	3356	
Owner occupied:	1805	
Built 2020 or later	0	0%
Built 2010 to 2019	118	7%
Built 2000 to 2009	253	14%
Built 1990 to 1999	239	13%
Built 1980 to 1989	121	7%
Built 1970 to 1979	865	48%
Built 1960 to 1969	94	5%
Built 1950 to 1959	104	6%

Citizens Educational Attainment

Educational Attainment	2000		2010		2015		2020		2022	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Population 25 years and over	4,840		5,257		5,994		5,695		5,309	
No High School	85	1.8%	37	0.7%	100	1.7%	26	0.5%	82	1.5%
Some High School	278	5.7%	216	4.1%	215	3.6%	218	3.8%	213	4.0%
High School Graduate	759	15.7%	999	19.0%	1,376	23.0%	1,010	17.7%	924	17.4%
Some College	1,303	26.9%	1,540	29.3%	1,426	23.8%	1,229	21.6%	1,271	23.9%
Associate's	304	6.3%	300	5.7%	575	9.6%	366	6.4%	310	5.8%
Bachelor's	1,408	29.1%	1,320	25.1%	1,386	23.1%	1,794	31.5%	1,636	30.8%
Graduate	703	14.5%	841	16.0%	916	15.3%	1,052	18.5%	873	16.4%
Percent High School Graduate or Higher	92.5%		95.2%		94.7%		95.7%		94.4%	
Percent Bachelor's Degree or Higher	43.6%		41.1%		38.4%		50.0%		47.3%	

Source: US Census Bureau, ACS 5-Year Estimate

Employment Industry

Employment Industry	2000		2010		2015		2020		2022	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, forestry, fishing and hunting, and mining	136	3.3%	62	1.9%	256	6.0%	271	8.0%	239	7.7%
Construction	205	4.9%	361	11.3%	313	7.3%	356	10.5%	364	11.7%
Manufacturing	504	12.0%	503	15.7%	518	12.1%	523	15.4%	407	13.1%
Wholesale trade	425	10.2%	257	8.0%	300	7.0%	90	2.7%	101	3.2%
Retail trade	454	10.9%	307	9.6%	335	7.8%	445	13.1%	410	13.2%
Transportation and warehousing, and utilities	275	6.6%	211	6.6%	197	4.6%	199	5.9%	197	6.3%
Information	158	3.8%	48	1.5%	132	3.1%	36	1.1%	45	1.4%
Finance and insurance, and real estate and rental and leasing	304	7.3%	325	10.2%	316	7.4%	195	5.7%	148	4.8%
Professional, scientific, and management, and administrative and waste management services	590	14.1%	390	12.2%	561	13.1%	258	7.6%	241	7.8%
Educational services, and health care and social assistance	750	17.9%	428	13.4%	767	18.0%	632	18.6%	633	20.4%
Arts, entertainment, and recreation, and accommodation and food services	136	3.3%	118	3.7%	368	8.6%	41	1.2%	96	3.1%
Other services, except public administration	95	2.3%	45	1.4%	142	3.3%	205	6.0%	140	4.5%
Public administration	151	3.6%	141	4.4%	63	1.5%	142	4.2%	87	2.8%
Total Employment:	4,183	100.0%	3,196	100.0%	4,268	100.0%	3,393	100.0%	3,108	100.0%

Source: 2000 Census; American Community Survey 5-Year Estimates

Occupation

Occupation	2000				2010				2022			
	Jersey Village		Texas		Jersey Village		Texas		Jersey Village		Texas	
Civilian employed ages 16 and over	4,183		9,234,372		4,383		11,125,616		3,894		14,578,433	
Management, business, science, and arts occupations	2,205	52.7%	3,078,757	33.3%	2,298	52.4%	3,751,544	33.7%	1,780	45.7%	5,919,246	40.6%
Service occupations	317	7.6%	1,351,270	14.6%	202	4.6%	1,877,988	16.9%	499	12.8%	2,292,234	15.7%
Sales and office occupations	1,262	30.2%	2,515,596	27.2%	1,284	29.3%	2,854,195	25.7%	1,146	29.4%	3,050,842	20.9%
Natural resources, construction, and maintenance	164	3.9%	1,069,839	11.6%	223	5.1%	1,291,496	11.6%	171	4.4%	1,468,406	10.1%
Production, transportation, and material moving	235	5.6%	1,218,910	13.2%	376	8.6%	1,350,393	12.1%	298	7.7%	1,847,705	12.7%

Sources: US Census Bureau

Employment Status

2012

2015

Employment Status	Jersey Village		Texas		Jersey Village		Texas	
	Percentage	Total	Percentage	Total	Percentage	Total	Percentage	Total
Population 16 years and over	-	6,597	-	19,110,058	-	6,816	-	20,241,168
In labor force	67.2%	4,430	65.4%	12,507,191	66.5%	4,530	64.7%	13,101,788
Civilian labor force	67.0%	4,422	64.9%	12,401,364	66.2%	4,510	64.3%	13,006,330
Employed	64.4%	4,247	59.9%	11,440,956	62.6%	4,268	59.8%	12,094,262
Unemployed	2.7%	175	5.0%	960,408	3.6%	242	4.5%	912,068
Armed Forces	0.1%	8	0.6%	105,827	0.3%	20	0.5%	95,458
Not in labor force	32.8%	2,167	34.6%	6,602,867	33.5%	2,286	35.3%	7,139,380
Females 16 years and over	-	4,422	-	9,714,241	-	3,491	-	10,283,420
In labor force	41.9%	1,853	58.5%	5,683,277	55.7%	1,945	57.9%	5,951,284
Civilian labor force	41.9%	1,853	58.3%	5,666,279	55.7%	1,945	57.7%	5,937,407
Employed	40.0%	1,768	53.8%	5,224,259	52.1%	1,819	53.5%	5,505,407

2020

2022

Employment Status	Jersey Village		Texas		Jersey Village		Texas	
	Percentage	Total	Percentage	Total	Percentage	Total	Percentage	Total
Population 16 years and over	-	6,691	-	20,241,168	-	6,205	-	23,471,441
In labor force	67.7%	4,530	64.7%	13,101,788	65.5%	4,065	65.5%	15,376,318
Civilian labor force	67.4%	4,510	64.3%	13,006,330	65.5%	4,065	65.0%	15,249,347
Employed	63.8%	4,268	59.8%	12,094,262	62.8%	3,894	62.1%	14,578,433
Unemployed	3.6%	242	4.5%	912,068	2.8%	171	2.9%	670,914
Armed Forces	0.3%	20	0.5%	95,458	0.0%	0	0.5%	126,971
Not in labor force	34.2%	2,286	35.3%	7,139,380	34.5%	2,140	34.5%	8,095,123
Females 16 years and over	-	3,491	-	10,283,420	-	3,207	-	11,799,896
In labor force	55.7%	1,945	57.9%	5,951,284	55.7%	1,787	59.3%	6,995,226
Civilian labor force	55.7%	1,945	57.7%	5,937,407	55.7%	1,787	59.1%	6,971,385
Employed	52.1%	1,819	53.5%	5,505,407	54.4%	1,746	56.4%	6,658,198

Source: 2008-2022 American Community Survey 5-Year Estimates, 2022 Estimate

Commute and Transportation

Means of Transportation to Work	2010	2015	2020	2022
Workers 16 years and over	4,337	4,246	4,211	3,722
Car, truck, or van -- drove alone	3778	3716	3625	2854
Car, truck, or van -- carpooled	298	285	157	240
Public transportation (excluding	70	84	89	85
Walked	31	35	15	50
Other means	62	16	81	60
Worked at home	98	110	244	433

Source: ACS 5 Year Census Estimate

DRAFT

**PLANNING AND ZONING COMMISSION
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: June 4, 2024

AGENDA ITEM: D

AGENDA SUBJECT: Discuss and take appropriate action concerning the application request of Senate Avenue Pharmacy LLC through its owner, Laura Smith Williams, for a specific use permit to allow the operation of a retail pharmacy located at 7412 Senate Avenue, Jersey Village, TX 77040 within the city limits in zoning District K.

Dept/Prepared By: Joe Newton, Bldg. Official

Date Submitted: April 30, 2024

EXHIBITS: Applicant's SUP Application
P&Z Preliminary Report – SUP Pharmacy
Exhibit A – Proposed Ordinance
Section 14-110 – Regulations District K

BACKGROUND INFORMATION:

This is a request for a specific use permit to allow for the operation of a retail pharmacy at 7412 Senate Avenue in Jersey Village, Texas.

The application is attached and provides more specific details as to owner's intent.

RECOMMENDED ACTION:

MOTION: Discuss and take appropriate action concerning the application request of Senate Avenue Pharmacy LLC through its owner, Laura Smith Williams, for a specific use permit to allow the operation of a retail pharmacy located at 7412 Senate Avenue, Jersey Village, TX 77040 within the city limits in zoning District K.

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

CITY OF JERSEY VILLAGE - ZONING APPLICATION

Requested Action

ZONING CHANGE SPECIAL EXCEPTION SPECIFIC USE PERMIT NON-CONFORMING USE PERMIT OR SPECIAL DEVELOPMENT PLAN

APPLICANT / OWNER INFORMATION

Applicant: Senate Avenue Pharmacy LLC Telephone: 832-523-2481
Address: 7412 Senate Ave City/State/Zip: Jersey Village TX 77040

APPLICANT STATUS - CHECK ONE: Owner Tenant Prospective Buyer Appointment of Agent

Property Owner must sign the application or submit a notarized letter of authorization/appointment of agent

Owner: Senate Avenue Pharmacy LLC Telephone: 832-523-2481
Address: 7412 Senate Ave City/State/Zip: Jersey Village TX 77040

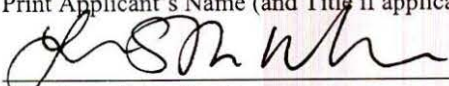
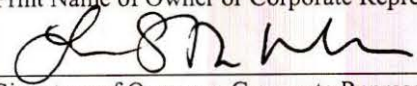
OWNERSHIP - CHECK ONE: INDIVIDUAL TRUST PARTNERSHIP CORPORATION

(LLC)

If ownership is a trust, partnership, or corporation, name the partners or principals and their addresses/positions on a separate attachment and include a copy of the legal documents establishing signature authority.

Corporate Representative: Laura Smith Williams Telephone: 210-748-3260
Address: 15726 Jersey Dr City/State/Zip: Jersey Village, TX 77040

Laura Smith Williams, owner pharmacist Laura Smith Williams
Print Applicant's Name (and Title if applicable) Print Name of Owner or Corporate Representative

 
Signature of Applicant Signature of Owner or Corporate Representative

ZONING REQUEST INFORMATION

SITE LOCATION: 7412 Senate Ave

LOT(S) NO(S): _____ BLOCK NO: _____ SIZE OF REQUEST: _____

EXISTING ZONING: _____ PROPOSED ZONING: _____

DESCRIPTION OF REQUEST: Would like to use this space to open retail pharmacy.

(Please attach detailed map(s) showing proposed changes)

DOCUMENTATION - Please provide the following:

TRAFFIC IMPACT STUDY
SITE MAP
PROPER SIGNATURES
CORRECT LOT & BLOCK

INDEX LOCATION ON MAP
PROPER FILING FEE
SURVEY MAPS (Metes & Bounds)
HCAD PROFILE

FILING FEE - \$1,000.00 plus out-of-pocket costs for drafting and review by planner, engineer, attorney and other consultant. The deposit may be adjusted to cover the estimated full costs at these stages: (1) Before the P&Z preliminary report meeting; (2) Before any hearing notices are published, and (3) Before the P&Z final report meeting.

ACCEPTED BY: _____ DATE ACCEPTED: _____

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

April 11, 2024

To whom it may concern,

Senate Avenue Pharmacy,LLC is proposing to open a retail pharmacy at 7412 Senate Avenue, Jersey Village TX 77040 next to the Food Mart. This business would be open from 9am-4pm weekdays and closed on weekends and major holidays. Senate Avenue Pharmacy will fill standard medications for the general public, provide a limited inventory of over the counter products and offer free delivery services. As a member of the community I look forward to serving the people of Jersey Village.

Thank you for your consideration,

Dr. Laura Smith Williams, PharmD

15726 Jersey Dr
Jersey Village TX 77040
210-748-3260



3D

ST

SEATTLE ST

SEA

Future site Senate Avenue Pharmacy



Senate Food Mart

Modifi Laser & Body Sculpting

O'Reilly Auto Parts

Senate Avenue Brewing Company

DILLARD DR

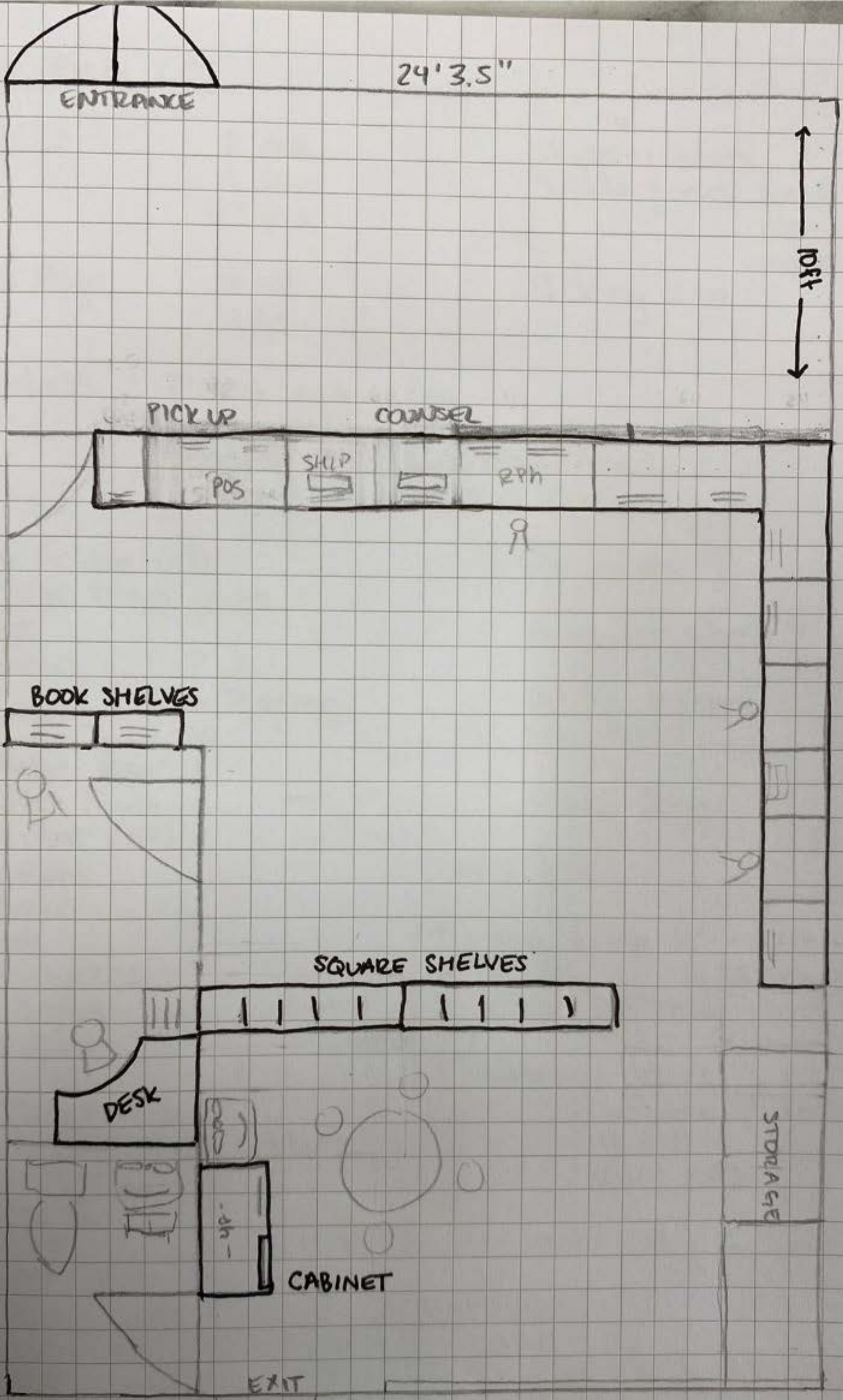
HILLCREST RD

Music Spirit USA

Premier Auto Service

HILLCREST RD

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024



PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

Plan Review Information

Jurisdiction: City of Jersey Village

Applicant: 24-000208

Contractor:

Permit Type: Commercial Miscellaneous

Total Square Footage:

Description of Work: Opening retail pharmacy, no construction will be taking place

Building Permit #: 24-000208

Jobsite Address: 7412 Senate Avenue, Jersey Village, TX 77040

Contractor Phone #:

Occupancy: Commercial Miscellaneous

Business Name:

Submittal Name and #: Building Plan Review #2 #2

Initial Submittal

Resubmittal

Date Received for Review: 04/10/2024

Plan Review Completion Status:

Approved

Approved with Comments

Resubmittal Required

Building Code(s):

Plans Examiner(s): Joseph Newton, Planning/Zoning, jnewton@bbgcode.com

Completion Date:

Plan Review Comments:

Planning/Zoning: Resubmittal Required - Joseph Newton, jnewton@bbgcode.com

Please fill out and submit the required Specific Use Permit (SUP) application to the City of Jersey Village to proceed with this project.

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

Plan Review Information

Your plans have been reviewed under code(s) listed above. These plans have only been reviewed for compliance with building codes adopted by this jurisdiction.

If "Resubmittal Required" is checked under Plan Review Completion Status above, a resubmittal of plans addressing the comments is required.

If "Approved" or "Approved with Comments" is checked under Plan Review Completion Status above, any remaining comments shall be addressed during construction. The commencement of work constitutes acceptance of all items listed herein.

Please send all required resubmittal documents to SafebuiltTX-PR@safebuilt.com in PDF format. Documents not sent in PDF format will not be accepted.

PAYMENT RECEIPT

Receipt ID 24-000296



RECEIVED FROM

Laura Smith Williams
Senate Avenue Pharmacy
7412 Senate Ave
Jersey Village, TX 77040

RECEIVED BY

City of Jersey Village, TX

FEE NAME	INVOICE ID	ACCOUNT NO.	AMOUNT
Specific Use Permit Filing Fee	24-000300	01-10-9011	\$ 1,000.00
Project Name: Certificate of Occupancy/ Business Name Change Project ID: 24-000208 Department: Building Department Project Address: 7412 Senate Ave , Jersey Village, TX 77040			\$ 1,000.00
TOTAL AMOUNT			\$ 1,000.00
Convenience Fee			\$ 32.50
TOTAL PAID			\$ 1,032.50

Paid Date
April 10, 2024

Payment Method
Credit Card

Merchant Transaction
410054421817271

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Filed in the Office of the
Secretary of State of Texas
Filing #: 805435019 02/23/2024
Document #: 1335913700002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Senate Avenue Pharmacy, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Laura S Williams

C. The business address of the registered agent and the registered office address is:

Street Address:

15726 Jersey Dr Jersey Village TX 77040

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Laura Williams**

Title: **Manager**

Address: **15726 Jersey Dr Jersey Village TX, USA 77040**

Manager 2: (Business Name) **SC Homes, LLC**

Address: **2002 Cheshire Ln Houston TX, USA 77018**

Manager 3: **Tamara Williams**

Title: **Manager**

Address: **15726 Jersey Dr Jersey Village TX, USA 77040**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**2002 Cheshire Ln
Houston, tx 77018
USA**

Organizer

The name and address of the organizer are set forth below.

Alvin Guajardo 2002 Cheshire Ln Houston Tx 77018

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Alvin Guajardo

Signature of Organizer

FILING OFFICE COPY

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
064027000021

Tax Year: 2024



Owner and Property Information										
Owner Name & JONES VENTURE HOLDINGS LLC Mailing Address: 5826 NEW TERRITORY BLVD STE 604 SUGAR LAND TX 77479-5948						Legal Description: TR 22B HILLCREST GARDENS Property Address: 7410 SENATE AVE JERSEY VILLAGE TX 77040				
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map ^A
F1 -- Real, Commercial	8003 -- Land Neighborhood Section 3	E	0	10,341 SF	3,400	0	9153.02	5013 -- Northwest	4962C	409R

Value Status Information	
Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	004	CYPRESS-FAIRBANKS ISD	Pending	Pending	1.081100	
	040	HARRIS COUNTY	Pending	Pending	0.350070	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.031050	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.005740	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.143430	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004800	
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107600	
	070	JERSEY VILLAGE	Pending	Pending	0.742500	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations					
Value as of January 1, 2023			Value as of January 1, 2024		
	Market	Appraised		Market	Appraised
Land	82,728		Land		
Improvement	231,746		Improvement		
Total	314,474	314,474	Total	Pending	Pending

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4374	SF	10,341	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building							
Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

1	1977	2021	Retail Multi-Occupancy	Neighborhood Shopping Ctr	Average	3,400	Displayed
---	------	------	------------------------	---------------------------	---------	-------	-----------

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Economic Obsolescence	Normal
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Concr Block
Market Index Adjustment	100% No Mkt Index Adjustment
Element	Units
Wall Height	12
Interior Finish Percent	100

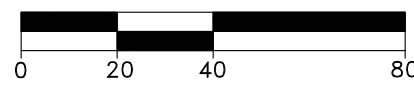
Building Areas	
Description	Area
BASE AREA PRI	3,400
CNPY ROOF W/ SLAB -C	765

Extra Features

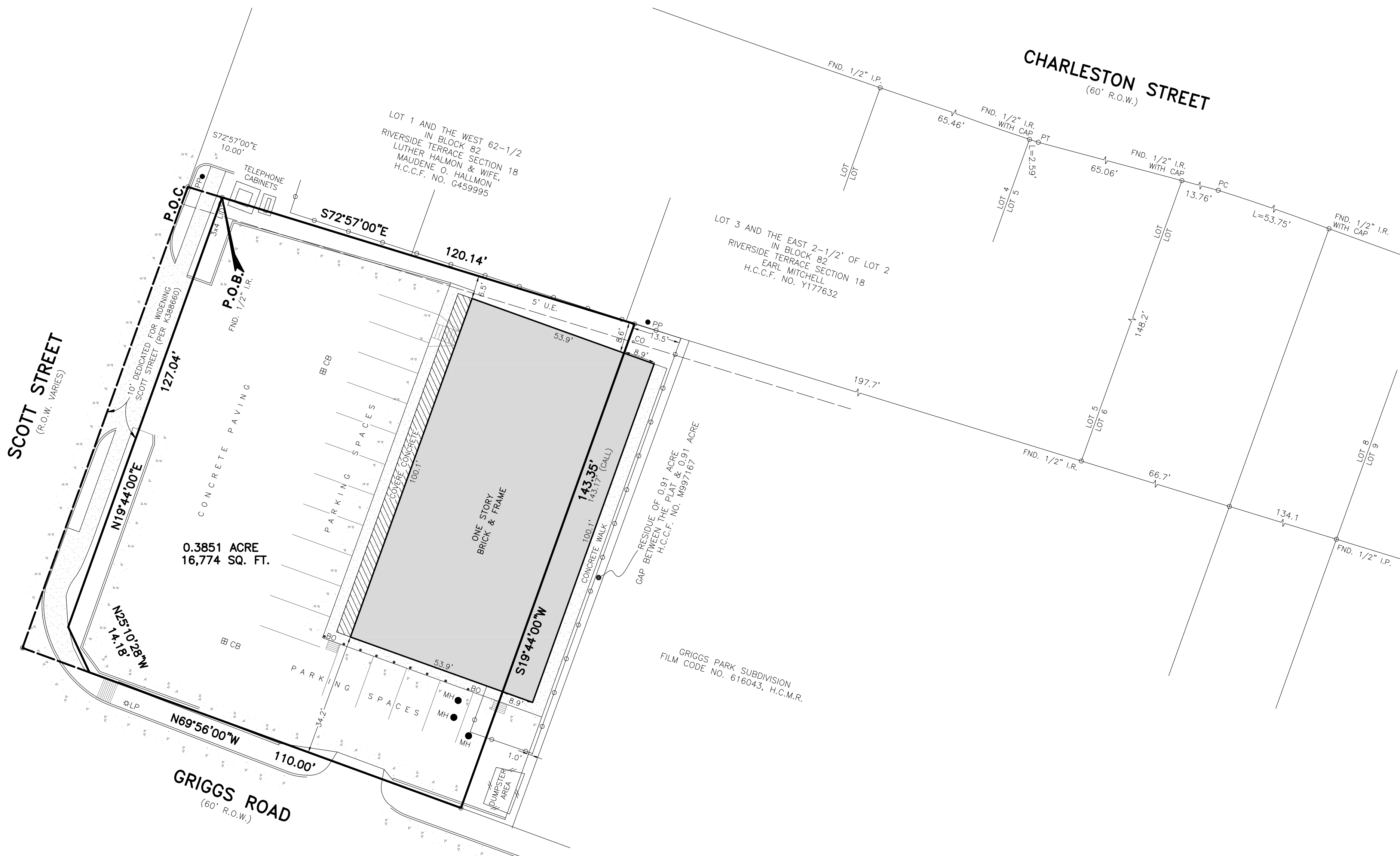
Line	Description	Quality	Condition	Units	Year Bult
1	Paving - Asphalt	Average	Average	5,100.00	1977
2	CANOPY ROOF AND SLAB	Average	Average	765.00	1977



SCALE: 1" = 20'-0"



- LEGEND:
- AC. - ACRES
 - A/C - AIR CONDITION
 - A.E. - AERIAL EASEMENT
 - B.L. - BUILDING LINE
 - BLDG. - BUILDING
 - BO. - BOLLARD
 - CB - CATCH BASIN
 - CONC. - CONCRETE
 - COV'D. - COVERED
 - CP - CRIMPED PIPE
 - DA - DUMPSTER AREA
 - ELEC. - ELECTRIC
 - ESMT. - EASEMENT
 - FC - FILM CODE
 - FH - FIRE HYDRANT
 - FND. - FOUND
 - GM - GAS METER
 - HCCF - HARRIS COUNTY CLERKS FILE
 - HCDR - HARRIS COUNTY DEED RECORDS
 - HCMR - HARRIS COUNTY MAP RECORDS
 - HCPS - HANDICAP PARKING SPACE
 - HL&P - HOUSTON LIGHTING & POWER
 - I.P. - IRON PIPE
 - I.R. - IRON ROD
 - LP - LIGHT POST
 - MH - MANHOLE
 - MW - MONITORING WELL
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - PP - POWER POLE
 - PS - PARKING SPACES
 - PTP - PINCHED TOP PIPE
 - R.O.W. - RIGHT OF WAY
 - RR - RAILROAD
 - SAN. - SANITARY
 - SP - SERVICE POLE
 - SQ. FT. - SQUARE FEET
 - S.S.E. - SANITARY SEWER EASEMENT
 - STM. - STORM
 - STM.S.E. - STORM SEWER EASEMENT
 - SWBT - SOUTHWESTERN BELL TELEPHONE
 - TEL. - TELEPHONE
 - TLP - TRAFFIC LIGHT POLE
 - TSB - TRAFFIC SIGNAL BOX
 - U.E. - UTILITY EASEMENT
 - WM - WATER METER
 - WV - WATER VALVE
 - X— BARBED WIRE FENCE
 - O— CHAIN LINK FENCE
 - A— CONCRETE
 - /— COVERED CONCRETE
 - /— ASPHALT
 - OHPL— OVERHEAD POWER LINES
 - /— WOOD FENCE
 - /— WROUGHT IRON FENCE



0.3851 ACRE
16,774 SQ. FT.

SURVEY OF
A TRACT OF LAND CONTAINING 0.3851 ACRE
(16,774 SQUARE FEET) IN THE SOUTHWEST CORNER OF THE
LUKE MOORE LEAGUE, ABSTRACT 51, HARRIS COUNTY, TEXAS,
BEING DESCRIBED BY THE FOLLOWING METES AND BOUNDS.

TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,

I, hereby certify that this survey was made on the ground and completed on this 2nd day of December, 2019 and that this plat correctly represents the facts found at the time of survey showing any improvements. There are no encroachments apparent on the ground, except as shown. This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category 1A, Condition II Survey. Surveyor did not abstract property. Easements, building lines, etc., shown are as identified by:

GF 19006319 of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Henry M. Santos
 HENRY M. SANTOS, Registered Professional Land Surveyor No. 5450



- ABSTRACTING BY TITLE COMPANY.
- ALL BEARINGS ARE BASED ON RECORDED PLAT OF SAID SUBDIVISION.
- COPYRIGHT 2019, Advance Surveying, Inc. (Email: advance_survey@asi23.com)

	PURCHASER: —	SCALE: 1" = 20'
	ADDRESS: 5857 SCOTT STREET, HOUSTON, TEXAS 77021	FIELD WORK: 11-27-19/VR
	LENDER: —	DRAFTING: 11-27-19/EG
	TITLE CO.: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY	FINAL CHECK: 12-02-19/AT
	JOB NO.: 1010158-19-01	REVISIONS:
G.F. NO.: 19006319		
KEY MAP: 533H		

ADVANCE SURVEYING, INC.
10518 KIPP WAY SUITE A-2 • HOUSTON, TEXAS 77099 • FIRM NO. 10099200

- NOTES:
1. SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN ITEM NO. 1, SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER G.F. NO. 19006319.
 2. EASEMENT AND BUILDING LINES PER RECORDED PLAT.
 3. SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 85-455 PER H.C.C.F. NO. 6029559.
 4. FENCES AS SHOWN.

FLOOD NOTE:
 SUBJECT PROPERTY IS NOT LOCATED IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA AND IS IN ZONE —X—. MAP # 48201C, PANEL 0680L, DATED 09-05-19. This information is based on graphic plotting only. We do not assume responsibility for exact determination.

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

Lorri Coody

From: Justin Pruitt <jpruitt@olsonllp.com>
Sent: Saturday, April 27, 2024 10:44 AM
To: Lorri Coody
Cc: Joe Newton
Subject: Re: 7412 Senate - Request for SUP - Pharmacy

Yes - a lease is the effective authorization of the property owner. However, if the SUP is for the entire property, then it might be best to have some kind of letter or something from the property owner acknowledging the SUP would apply to the entire property.

Justin

From: Lorri Coody <lcoody@jerseyvillagetx.com>
Sent: Saturday, April 27, 2024 8:53 AM
To: Justin Pruitt <jpruitt@olsonllp.com>
Cc: Joe Newton <jnewton@bbgcode.com>
Subject: FW: 7412 Senate - Request for SUP - Pharmacy

Justin:

I have an application for a SUP. The applicant is not the owner of the property, rather she is leasing the property. She wants to open a pharmacy at the leased property, but a pharmacy is not permitted by our code without an SUP. To amend the zoning map, the following applies:

Sec. 14-84. - Amendments to district boundaries.

Authority to amend. The city council may, from time to time, on its own motion, **or on petition from a property owner**, or on recommendation from the planning and zoning commission, amend the boundaries of the zoning districts. Where an application for an amendment is submitted by a property owner, it shall be accompanied by a fee as established from time to time by the city council.

Given that she is not the owner of the property, can you confirm is we are able to move forward with her application?

Thanks Lorri

Lorri Coody, TRMC

City Secretary, City of Jersey Village
Office (713) 466-2102 / Fax (713) 466-2177

From: Laura Smith Williams <info@senateavenuerx.com>
Sent: Saturday, April 27, 2024 8:38 AM
To: Lorri Coody <lcoody@jerseyvillagetx.com>
Subject: Re: 7412 Senate - Request for SUP - Pharmacy

I am renting the property from the same people who own the property for the food mart. Jones Venture Holdings. I have a copy of the lease if needed. Let me know.

Thanks, Laura

On Sat, Apr 27, 2024 at 8:28 AM Lorri Coody <lcoody@jerseyvillagetx.com> wrote:

Laura:

I had a chance to drive by the location that you are wanting to place your pharmacy and I noticed that it is in the strip center next to the Senate Food Mart.

The City Code requires the following:

Sec. 14-84. - Amendments to district boundaries.

Authority to amend. The city council may, from time to time, on its own motion, **or on petition from a property owner**, or on recommendation from the planning and zoning commission, amend the boundaries of the zoning districts. Where an application for an amendment is submitted by a property owner, it shall be accompanied by a fee as established from time to time by the city council.

A Specific Use Permit is an amendment to the City's zoning map. In moving forward, I wanted to make sure that you are the owner of the property in which you plan to locate your pharmacy. I could not find a listing on HCAD for this property address. Via return email, please confirm same. Thanks Lorri

Lorri Coody, TRMC

City Secretary, City of Jersey Village
[16327 Lakeview Drive, Jersey Village, TX 77040](#)
[Office \(713\) 466-2102 / Fax \(713\) 466-2177](#)
lcoody@jerseyvillagetx.com

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COMMERCIAL LEASE

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7412 Senate Ave

CONCERNING THE LEASED PREMISES AT Jerrey Village, TX 77040

between JONES VENTURE HOLDINGS LLC (Landlord) and SENATE AVENUE PHARMACY LLC (Tenant).

Table of Contents

Table with 3 columns: No., Paragraph Description, Pg., and ADDENDA & EXHIBITS (check all that apply). Lists 38 paragraphs and 11 addenda/exhibits.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: F.H, and Tenant: [Signature]

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024



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PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

1. PARTIES: The parties to this lease are:

Landlord: JONES VENTURE HOLDINGS LLC; and
Tenant: SENATE AVENUE PHARMACY LLC

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number 7412 containing approximately 1000 square feet of rentable area ("rsf") in _____ (project name) at 7412 Senate Ave (address) in Jersey Village (city), Harris (county), Texas, which is legally described on attached Exhibit _____ or as follows: TR 22B HILLCREST GARDENS

(2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 60 months and 0 days, commencing on: March 1, 2024 (Commencement Date) and ending on February 28, 2029 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: FH, _____, and Tenant: [Signature], _____ Page 2 of 18

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the n/a day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
03/01/2024	05/31/2024	/ rsf / month	/ rsf / year	0.01
06/01/2024	02/28/2029	/ rsf / month	/ rsf / year	1,700.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) **NNN Charges \$300 Monthly for 2024**

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before _____
\$2000.00 Upon execution

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Jones Venture Holdings LLC % Fidelity Venture Management**
Address: **TENANT PORTAL ONLINE**

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 35.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.

(1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

(a) "Tenant's pro rata share" is 29.400 %.

(b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

(c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.

(d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3) **Method:** The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

- (a) **Base-year expenses:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____.
- (b) **Expense-stop:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; roof replacement; and _____.
- (c) **Net:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; roof replacement; and **Management Fees**.

(4) **Projected Monthly Expenses:** On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 3400 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.30 / rsf / month	3.60 / rsf / year

(5) **Reconciliation:** Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 2,000.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: F.H. , _____ , and Tenant: [Signature] , _____

- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
 - (a) \$1,000,000; or
 - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
 - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
 - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Pharmaceutical Business

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- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): **HOURS OF OPERATION AS ALLOWED BY LAW**

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) **prohibiting illegal and disruptive behavior, such as drug dealing, drug use, gambling and excessive noise or nuisance.**
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Fascia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) Any damage caused by break in / vandalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(23) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(24) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

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PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____	Cooperating Broker: _____
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

- Principal Broker: *(Check only one box)*
- represents Landlord only.
 - represents Tenant only.
 - is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: **JONES VENTURE HOLDINGS LLC**
 Address: **5826 New Territory Blvd #604 Sugar Land, TX 77479**
 Attention: _____
 Fax: _____

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7412 Senate Ave

Commercial Lease concerning: Jersey Village, TX 77040

and a copy to: _____

Address: _____

Attention: _____

Fax: _____

Landlord also consents to receive notices by e-mail at: INFO@FIDELITYVENTUREMANAGEMENT.COM

Tenant at the leased premises,

and to:

Laura Williams

Address: 15726 Jersey Dr Jersey Village, TX 77040

Attention: _____

Fax: (210)748-3260

and a copy to: Alvin Guajardo

Address: 2002 Cheshire Ln Houston, TX 77018

Attention: _____

Fax: (214)693-3400

Tenant also consents to receive notices by e-mail at: alvinguajardo@gmail.com

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

Space will be delivered in "AS/IS" & "WHERE/IS" conditions.

***Tenant's scope of work. 1) Must have insurance for a minimum \$1 million commercial liability insurance with the landlord as additional insured. Failure to carry insurance will lead to the termination of this lease. 2) The tenant must obtain an occupancy permit and provide the landlord with a copy.**

*** If rent is not received by the 5th day of the month, a late fee will be charged. If the delinquent balance is not cured by the 15th day of the month, the Tenant is in default of the lease and the Landlord has the right to lock out the premises and terminate this lease.**

*** Tenant has the option to terminate the lease after the first year 02/28/2025 with 60-day notice. If tenant does not terminate the lease with 60-day notice, then the lease will be for the full 60 months term.**

*** Landlord will warranty the HVAC for the first 60 days.**

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

7412 Senate Ave

Commercial Lease concerning: Jerrey Village, TX 77040

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: JONES VENTURE HOLDINGS LLC

Tenant: SENATE AVENUE PHARMACY LLC

By: _____

By: _____

By (signature): 

By (signature): 

Printed Name: Farida H.

Printed Name: Laura Williams

Title: Member Date: 03-01-24

Title: Manager Date: 2-29-24

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 7412 Senate Ave, Jerey Village, TX 77040

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord: F.H. , _____ , and Tenant: [Signature] , _____

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.

P. Other:

Space will be delivered in "AS/IS" & "WHERE/IS" conditions.

***Tenant's scope of work. 1) Must have insurance for a minimum \$1 million commercial liability insurance with the landlord as additional insured. Failure to carry insurance will lead to the termination of this lease. 2) The tenant must obtain an occupancy permit and provide the landlord with a copy.**

*** If rent is not received by the 5th day of the month, a late fee will be charged. If the delinquent balance is not cured by the 15th day of the month, the Tenant is in default of the lease and the Landlord has the right to lock out the premises and terminate this lease.**

*** The tenant has the option to terminate the lease after the first year 02/28/2025 with 60-day notice. If tenant does not terminate the lease with 60-day notice, then the lease will be for the full 60 months term.**

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024



**CITY OF JERSEY VILLAGE – PLANNING & ZONING COMMISSION
PRELIMINARY REPORT
TO ALLOW THE OPERATION OF A RETAIL PHARMACY AS A
SPECIFIC USE IN ZONING DISTRICT K**

The Planning and Zoning Commission has met in order to review the application of Senate Avenue Pharmacy LLC through its owner, Laura Smith Williams, for a specific use permit to allow the operation of a retail pharmacy located at 7412 Senate Avenue, Jersey Village, TX 77040 within the city limits in zoning District K.

After review and discussion, the Commissioners preliminarily proposed that Senate Avenue Pharmacy LLC through its owner, Laura Smith Williams, be allowed to operate as a retail pharmacy located at 7412 Senate Avenue within the City of Jersey Village in zoning District K.

This preliminary proposal is more specifically detailed in the proposed ordinance attached as Exhibit “A.”

The next step in the process as required by Section 14-84(c)(2)(b) of the Jersey Village Code of Ordinances is for Council to call a joint public hearing with the Planning and Zoning Commission.

Respectfully submitted, this 4th day of June 2024.

Rick Faircloth, Chairman

ATTEST:

Lorri Coody, City Secretary



ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS (THE “CITY”), AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, BY GRANTING SENATE AVENUE PHARMACY, LLC, A SPECIFIC USE PERMIT (THE “SPECIFIC USE PERMIT”) TO ALLOW THE OPERATION OF A RETAIL PHARMACY LOCATED AT 7412 SENATE AVENUE, JERSEY VILLAGE, TEXAS, 77040, AND IN “ZONING DISTRICT K”; PROVIDING REQUIREMENTS AND CONDITIONS FOR THE SPECIFIC USE PERMIT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THIS ORDINANCE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR VIOLATIONS HEREOF; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Senate Avenue Pharmacy, LLC through Laura Smith Williams (the “Owner”) leases property from Jones Venture Holdings, LLC located at 7412 Senate Avenue (the “Property”) situated within the corporate limits of the City of Jersey Village, Texas (“the City”); and

WHEREAS, the Property presently has a zoning classification of District K pursuant to the comprehensive zoning ordinance of the City; and

WHEREAS, the Owner of the pharmacy has made an application to the City for a Specific Use Permit for a retail pharmacy on the subject property as authorized by the City’s comprehensive zoning ordinance (the “Specific Use Permit”); and

WHEREAS, the Planning and Zoning Commission (the “Commission”) and the City Council (the “Council”) of the City have, in the time and manner and after the notice required by law, conducted a public hearing on such request for the Specific Use Permit; and

WHEREAS, the Council has received the final written recommendation of the Commission; and

WHEREAS, the Council wishes to approve such request and, **NOW THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE:

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

SECTION 2. THAT the Specific Use Permit for use of the Property as Retail Pharmacy, subject to the terms and conditions set forth below, is hereby granted to the Owner and shall include any successor in interest of the Property.

SECTION 3. THAT the Official Zoning District Map of the City shall be revised and amended to show the Specific Use authorized hereby for the Property as provided herein, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the Specific Use authorized.

SECTION 4. THAT the Specific Use Permit granted hereby shall be null and void after the expiration of two (2) years from the date of adoption of this Ordinance unless the Property is being used in accordance with the Specific Use Permit herein granted or unless an extension of time is approved by City Council.

SECTION 5. THAT the Specific Use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

SECTION 6. THAT any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed two thousand dollars (\$2,000). Each day of violation shall constitute a separate offense.

SECTION 7. THAT in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, the Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

FOR THE CITY:

BOBBY WARREN, MAYOR

ATTEST:

Lorri Coody, City Secretary



Sec. 14-110. - Regulations for district K (fifth business district).

(a) *Use regulations.* No building or land shall be used and no building shall be erected, moved or altered in district K except as provided in section 14-105.

(b) *Setbacks.*

Setbacks (feet) for District K (fifth business district)	
Nonresidential buildings	
Front	25' to the front lot line
Rear	25' to the rear lot line
Side street	25' to the side street lot line
Side	25' to the side lot line
Notes	
Note 1: Any building or structure erected on a lot abutting district A may not be closer to the boundary line of district A than 50 feet for a single story, 100 feet for a two-story, or 150 feet for three and four-story.	
Note 2: Buildings and other structures may abut adjacent buildings or other structures at a side lot line, provided that a firewall which complies with current city building codes is erected. Each group of abutting buildings shall be separated on the side by an open space of not less than 25 feet to the next side lot line or side street line.	

(c) *Height and area regulations in district K.*

- (1) *Height.* Buildings shall not exceed four stories (56 feet) in total height without an approved specific use permit. Rooftop mechanical equipment shall not be included when determining overall building height.
- (2) *Building area.* The building area of each building shall not be less than 1,000 square feet of ground floor area, provided that gasoline filling stations shall contain not less than 500 square feet of ground floor area.

(3) *Open area.*

- a. A minimum of ten percent of total area within the property lines shall be devoted to landscaping. All open unpaved space including, but not limited to, front, side and rear building setback areas shall be planted and landscaped. See article XII of this chapter.
- b. *Building fronts.* An average of at least ten feet and a minimum of five feet shall be a green area and walkway between the building and parking area.
- c. Notwithstanding anything to the contrary contained in this section, distribution warehouse subdivisions in excess of 70 acres shall have a minimum of ten percent total open area including stormwater detention and utility easement area.

(d) *Construction.* The exterior walls on all buildings shall be masonry or concrete construction with masonry, exterior insulation finish system (EIFS), concrete and wood or metal fascia. EIFS must be installed at levels no less than eight feet above grade or platforms. Plain CMU shall not be used for the exterior walls, however, split-face CMU is permissible. Service center front elevation shall consist of a minimum of 15 percent glass.

(e) *Outside storage.* There shall be no outside storage except as permitted under subsection (h) of this section. Distribution warehouse subdivisions in excess of 70 acres may have associated outside storage of inventories, machinery and other similar materials within the project if screened from the view of adjacent properties by:

- (1) Opaque fencing made of wood, metal or masonry material not less than six feet in height nor more than ten feet in height;
- (2) Fencing not less than six feet in height nor more than ten feet in height with dense opaque landscaping of not less than three feet in width and capable of attaining five to ten feet in height within 18 months of planting; or
- (3) Existing buildings, provided that the total area devoted to outside storage shall not exceed ten percent of the building area.

(f) *Buffering.*

- (1) Bufferyards will be required on the perimeter, or parts thereof, of a nonresidential development adjoining or surrounding residential developments in conjunction with the screening requirements provided below.
- (2) Bufferyards shall be provided to protect the adjacent residential properties from environmental impact of the nonresidential facility such as visual blight, parking or roadway illumination, headlights, noise, blowing paper and dust and service areas.

- (3) Bufferyards shall be provided according to the standards provided in section 14-88, Example 14-7.
- (4) See also sections 14-310 and 14-311 for landscaping standards.

(g) *Screening.*

- (1) Notwithstanding anything to the contrary contained in this section, distribution warehouse subdivisions in excess of 70 acres may have unscreened refuse containers located adjacent to the distribution warehouse buildings, provided they are at a minimum distance of 120 feet from any street right-of-way.
- (2) For development of nonresidential lots directly abutting and adjacent to residential zoning districts, an obscuring wall shall be required. The required wall shall be located inside the nonresidential lot lines abutting and adjacent to the residential zoning districts; provided, however, where a masonry wall has been constructed in a residential subdivision abutting nonresidential lots prior to development of the nonresidential lots, the masonry wall in the residential lots shall serve as the required screen and shall meet all requirements required of screens on nonresidential lots. Where a masonry wall of at least six feet in height exists in the residential lots abutting a nonresidential development, the nonresidential developer shall provide a buffer yard one and one-half times the width required elsewhere in this Code with two times the landscaping requirements in lieu of a second masonry wall.
- (3) All walls shall be constructed of a solid unpierced masonry material with the surface facing the residential lots constructed of a common or face brick, decorative block or similar material that is compatible with the principle buildings in the adjacent residential areas. Similar material shall not include smooth face concrete masonry blocks or units. Masonry walls shall be erected on a concrete foundation of adequate strength and shall be not less than four inches wider than the wall to be erected.
- (4) No opening shall be permitted for access through the wall unless a solid gate equally the height of the wall is provided. Such gate shall remain closed at all times except when in actual use.
- (5) The quality and type of materials used structurally for the walls shall conform with those specified in the building code which apply to foundation footing and supporting materials used in residential construction within the city.
- (6) Any person causing an excavation to be made on property adjacent to an existing wall shall protect the excavation in such a manner so that the soil of the adjacent property will not cave in or settle causing damage to the existing wall.
- (7) Walls shall be maintained to remain harmonious with the surrounding property by being repaired, rebuilt or replaced at intervals necessary to preserve the health, safety and welfare of the public. Notification of necessary maintenance will be by certified mail from the development officer to the current property owner who is responsible for the maintenance of the walls constructed.
- (8) If such freestanding walls are not repaired, rebuilt or replaced within 60 days after receipt of such notification by certified mail that certain maintenance is deemed necessary for the health, safety and welfare of the public, such penalties for violation shall be enforced as established in this article and other legal recourse.

(h) *Commercial waste enclosures.* Garbage and refuse containers in district K shall be screened from public view, from adjacent buildings and from adjacent property, public or private. Screens shall be permanent and opaque and of wood, metal or masonry material, shall be at least as high as the screened object and shall not be less than six feet high.

(i) *Fencing standards.*

(1) Fences in district K shall be constructed of the following materials, such as:

- a. Redwood;
- b. Cedar;
- c. Wrought iron;
- d. Brick or other approved masonry material of equal quality; or,
- e. *Chain-link.* Where chain link fencing is constructed within district K, the fencing material should be a minimum of four feet in height and a maximum of six feet in height. All fencing four feet in height shall be a minimum of 11-gauge galvanized material and all fencing higher than four feet shall be a minimum of nine-gauge galvanized material.

(2) The use of barbed wire, razor wire or any other similar material is not allowed.

(Ord. No. 95-04, § 1(303.10), 2-20-95; Ord. No. 97-04, §§ 18, 19, 4-21-97; Ord. No. 97-18, §§ 1—5, 8-26-97; Ord. No. 97-30, § 3, 11-17-97; Ord. No. 99-05, §§ 11, 12, 2-15-99; Ord. No. 01-15, § 4, 5-21-01; Ord. No 03-27, § 2, 7-21-03; Ord. No. 2013-10, § 4, 3-18-13; Ord. No. 2017-65, § 2, 12-18-17; Ord. No. 2019-31, § 7, 7-15-19; Ord. No. 2023-13, § 11, 5-17-2023)

**PLANNING AND ZONING COMMISSION
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: June 4, 2024

AGENDA ITEM: E

AGENDA SUBJECT: Conduct a review of Apex Heritage Properties, LLC’s request to amend the City of Jersey Village’s 2020 Comprehensive Plan at Chapter 4 concerning the City’s Thoroughfare Plan.

Dept/Prepared By: Lorri Coody, City Secretary

Date Submitted: May 29, 2024

EXHIBITS: Application
Proposed P&Z Review Report

BACKGROUND INFORMATION:

Apex Heritage Properties, LLC (Apex) has filed an application requesting amendments to the City’s currently adopted Master Thoroughfare Plan, which is included in and made a part of the City’s Comprehensive Plan at Chapter 4.

In its application, Apex is seeking to remove proposed road segments from the Thoroughfare Plan. The segments to be removed are in close proximity to the property they wish to develop, which is a 16.0194-acre tract located between Fairview Street and Wright Road, West of the intersection of Wright Road and Charles Road. A map of the area is included with the application that identifies the proposed road segments to be removed.

Since the City’s Thoroughfare Plan is incorporated into the City’s Comprehensive Plan, in order to make an amendment to the Thoroughfare Plan, the City’s Comprehensive Plan must be amended. Local Government Code (LGC) Sec. 213.003 provides for amending a City’s Comprehensive Plan. Section 213.003 states:

- (a) A comprehensive plan may be adopted or amended by ordinance following:
 - (1) a hearing at which the public is given the opportunity to give testimony and present written evidence; and
 - (2) review by the municipality's planning commission or department, if one exists.
- (b) A municipality may establish, in its charter or by ordinance, procedures for adopting and amending a comprehensive plan.

This item is to conduct the review required by LGC Section 213.003(a)(2).

RECOMMENDED ACTION:

MOTION: Conduct a review of Apex Heritage Properties, LLC’s request to amend the City of Jersey Village’s 2020 Comprehensive Plan at Chapter 4 concerning the City’s Thoroughfare Plan.

CITY OF JERSEY VILLAGE - ZONING APPLICATION

Requested Action

ZONING CHANGE SPECIAL EXCEPTION SPECIFIC USE PERMIT NON-CONFORMING USE PERMIT OR SPECIAL DEVELOPMENT PLAN

APPLICANT / OWNER INFORMATION

Applicant: Bowman Telephone: 713-993-0333
Address: 1445 North Loop West, Suite 450 City/State/Zip: Houston, TX 77008

APPLICANT STATUS - CHECK ONE: Owner [] Tenant [] Prospective Buyer [] Appointment of Agent [x]

Property Owner must sign the application or submit a notarized letter of authorization/appointment of agent

Owner: Apex Heritage Properties, LLC Telephone: (713) 240-2999
Address: 9821 Katy Fwy, Suite 880 City/State/Zip: Houston, TX 77024

OWNERSHIP - CHECK ONE: INDIVIDUAL [] TRUST [] PARTNERSHIP [] CORPORATION [x]

If ownership is a trust, partnership, or corporation, name the partners or principals and their addresses/positions on a separate attachment and include a copy of the legal documents establishing signature authority.

Corporate Representative: Steven H. Madden Telephone: (713) 240-2999
Address: 9821 Katy Fwy, Suite 880 City/State/Zip: Houston, TX 77024

Stephen A. Garza, P.E. Steven H. Madden
Print Applicant's Name (and Title if applicable) Print Name of Owner or Corporate Representative

Signature of Applicant Signature of Owner or Corporate Representative

ZONING REQUEST INFORMATION

SITE LOCATION: 16.0194 acres between Fairview St and Wright Rd, West of Intersection of Wright Rd and Charles Rd

LOT(S) NO(S): 59, portion of 60, 83, 84 BLOCK NO: SIZE OF REQUEST: 16.0194 acres

EXISTING ZONING: No Zoning. Located in ETJ PROPOSED ZONING: Request for Thoroughfare Plan Amendment

DESCRIPTION OF REQUEST: Requesting amendments to the currently adopted Master Thoroughfare Plan to remove proposed road segments in proximity to the subject property/development. Please see attached exhibit for proposed road segments that are being requested for removal.

(Please attach detailed map(s) showing proposed changes)

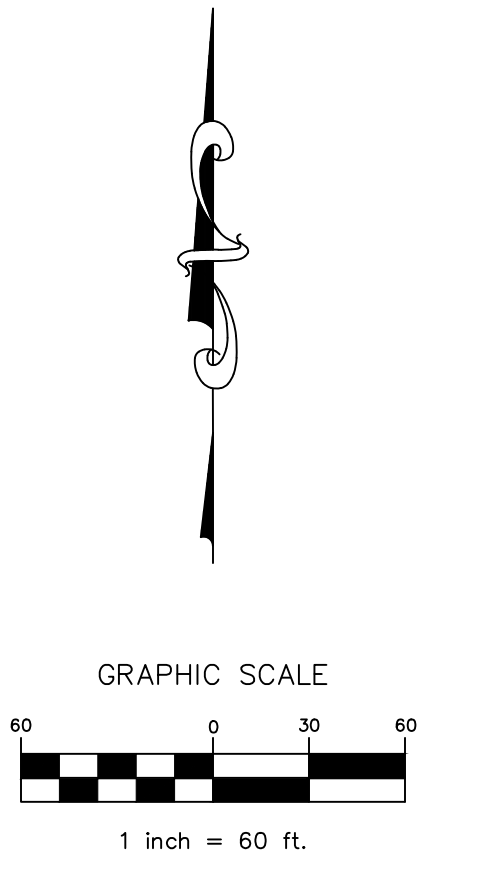
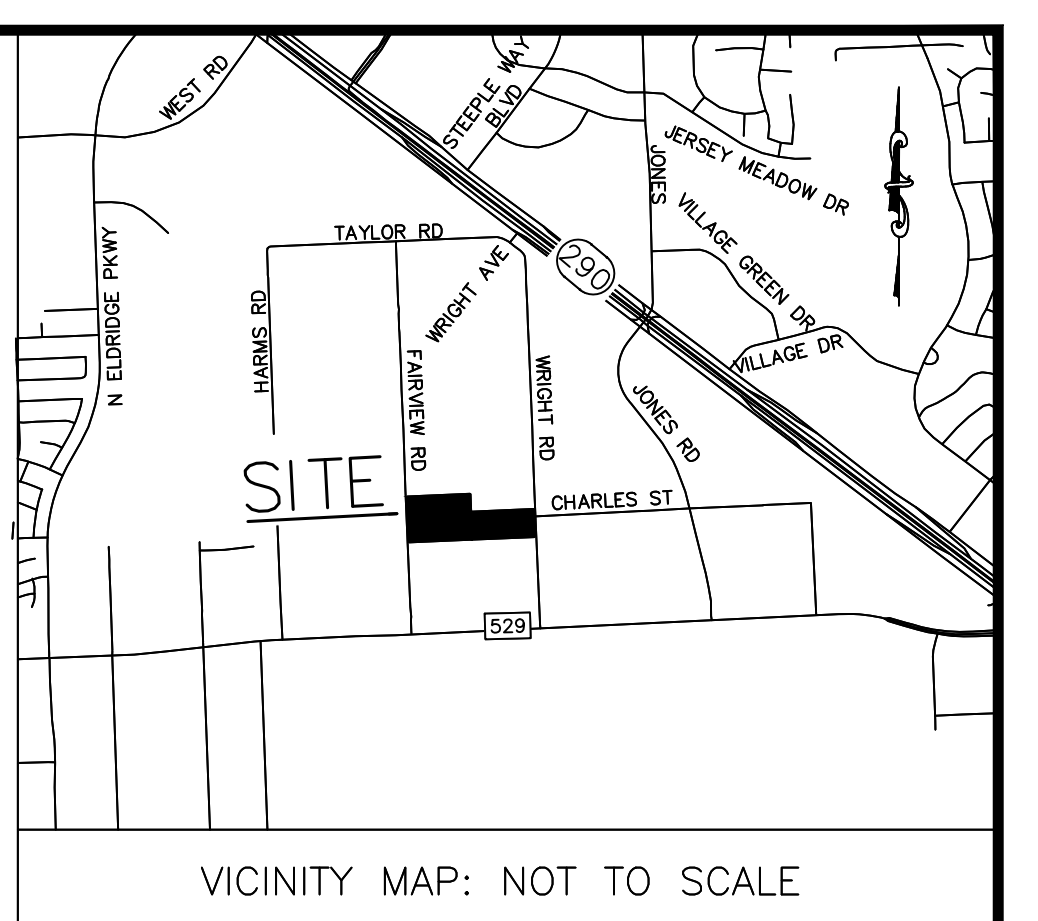
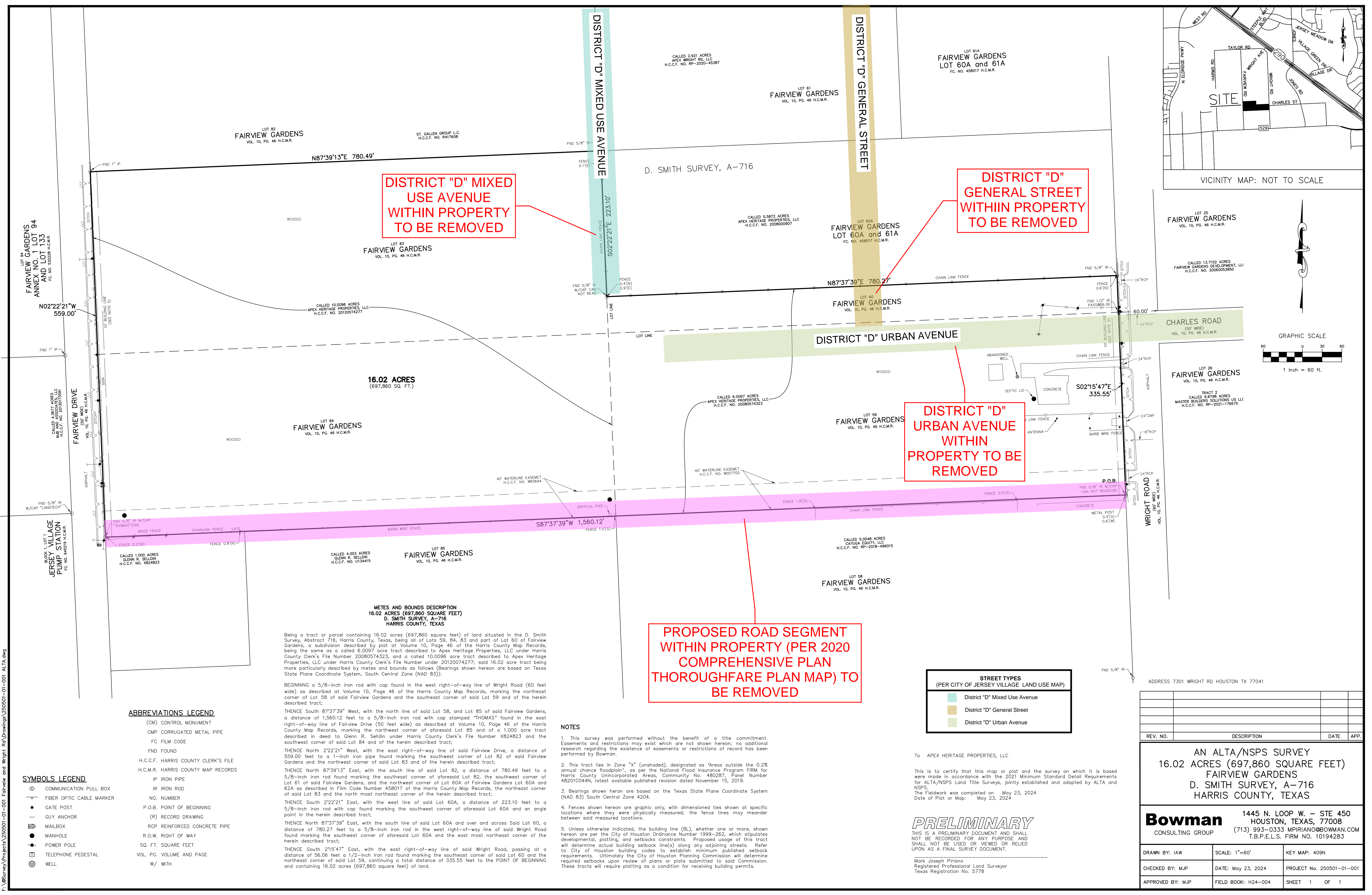
DOCUMENTATION - Please provide the following:

- TRAFFIC IMPACT STUDY INDEX LOCATION ON MAP
SITE MAP PROPER FILING FEE
PROPER SIGNATURES SURVEY MAPS (Metes & Bounds)
CORRECT LOT & BLOCK HCAD PROFILE

FILING FEE - \$1,000.00 plus out-of-pocket costs for drafting and review by planner, engineer, attorney and other consultant. The deposit may be adjusted to cover the estimated full costs at these stages: (1) Before the P&Z preliminary report meeting; (2) Before any hearing notices are published, and (3) Before the P&Z final report meeting.

ACCEPTED BY: DATE ACCEPTED:

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024



DISTRICT "D" MIXED USE AVENUE WITHIN PROPERTY TO BE REMOVED

DISTRICT "D" GENERAL STREET WITHIN PROPERTY TO BE REMOVED

DISTRICT "D" URBAN AVENUE WITHIN PROPERTY TO BE REMOVED

PROPOSED ROAD SEGMENT WITHIN PROPERTY (PER 2020 COMPREHENSIVE PLAN THOROUGHFARE PLAN MAP) TO BE REMOVED

Being a tract or parcel containing 16.02 acres (697,860 square feet) of land situated in the D. Smith Survey, Abstract 716, Harris County, Texas, being all of Lots 59, 84, 83 and part of Lot 60 of Fairview Gardens, a subdivision described by plat at Volume 10, Page 46 of the Harris County Map Records, being the same as a called 6,0097 acre tract described to Apex Heritage Properties, LLC under Harris County Clerk's File Number 20080574323, and a called 10,0096 acre tract described to Apex Heritage Properties, LLC under Harris County Clerk's File Number 20120074277; said 16.02 acre tract being more particularly described by metes and bounds as follows (Bearings shown hereon are based on Texas State Plane Coordinate System, South Central Zone (NAD 83)):

BEGINNING a 5/8-inch iron rod with cap found in the west right-of-way line of Wright Road (60 feet wide) as described at Volume 10, Page 46 of the Harris County Map Records, marking the northeast corner of Lot 58 of said Fairview Gardens and the southeast corner of said Lot 59 and of the herein described tract;

THENCE South 87°37'39" West, with the north line of said Lot 58, and Lot 85 of said Fairview Gardens, a distance of 1,560.12 feet to a 5/8-inch iron rod with cap stamped "THOMAS" found in the east right-of-way line of Fairview Drive (50 feet wide) as described at Volume 10, Page 46 of the Harris County Map Records, marking the northwest corner of aforesaid Lot 85 and of a 1,000 acre tract described in deed to Glenn R. Sellin under Harris County Clerk's File Number X824823 and the southwest corner of said Lot 84 and of the herein described tract;

THENCE North 2°22'21" West, with the east right-of-way line of said Fairview Drive, a distance of 559.00 feet to a 1-inch iron pipe found marking the southwest corner of Lot 82 of said Fairview Gardens and the northwest corner of said Lot 83 and of the herein described tract;

THENCE North 87°39'13" East, with the south line of said Lot 82, a distance of 780.49 feet to a 5/8-inch iron rod found marking the southeast corner of aforesaid Lot 82, the southwest corner of Lot 61 of said Fairview Gardens, and the northwest corner of Lot 60A of Fairview Gardens Lot 60A and 62A as described in Film Code Number 458017 of the Harris County Map Records, the northeast corner of said Lot 83 and the north most northeast corner of the herein described tract;

THENCE South 2°22'21" East, with the west line of said Lot 60A, a distance of 223.10 feet to a 5/8-inch iron rod with cap found marking the southwest corner of aforesaid Lot 60A and an angle point in the herein described tract;

THENCE North 87°37'39" East, with the south line of said Lot 60A and over and across said Lot 60, a distance of 780.27 feet to a 5/8-inch iron rod in the west right-of-way line of said Wright Road found marking the southwest corner of aforesaid Lot 60A and the east most northeast corner of the herein described tract;

THENCE South 2°15'47" East, with the east right-of-way line of said Wright Road, passing at a distance of 56.06 feet a 1/2-inch iron rod found marking the southeast corner of said Lot 60 and the northeast corner of said Lot 59, continuing a total distance of 335.55 feet to the POINT OF BEGINNING and containing 16.02 acres (697,860 square feet) of land.

NOTES

- This survey was performed without the benefit of a title commitment. Easements and restrictions may exist which are not shown hereon; no additional research regarding the existence of easements or restrictions of record has been performed by Bowman.
- This tract lies in Zone "X" (unshaded), designated as "Areas outside the 0.2% annual chance floodplain", as per the National Flood Insurance Program FIRMs for Harris County Unincorporated Areas, Community No. 480287, Panel Number 48201C044N, latest available published revision dated November 15, 2019.
- Bearings shown hereon are based on the Texas State Plane Coordinate System (NAD 83) South Central Zone 4204.
- Fences shown hereon are graphic only, with dimensioned ties shown at specific locations where they were physically measured; the fence lines may meander between said measured locations.
- Unless otherwise indicated, the building line (BL), whether one or more, shown hereon are per the City of Houston Ordinance Number 1999-262, which stipulates developmental, platting, and setbacks constraints. Proposed usage of this tract will determine actual building setback line(s) along any adjoining streets. Refer to City of Houston building codes to establish minimum published setback requirements. Ultimately the City of Houston Planning Commission will determine required setbacks upon review of plans or plats submitted to said Commission. These tracts will require platting as a condition for receiving building permits.

STREET TYPES (PER CITY OF JERSEY VILLAGE LAND USE MAP)	
	District "D" Mixed Use Avenue
	District "D" General Street
	District "D" Urban Avenue

To APEX HERITAGE PROPERTIES, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS.
The fieldwork was completed on May 23, 2024
Date of Plat or Map: May 23, 2024

PRELIMINARY

THIS IS A PRELIMINARY DOCUMENT AND SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Mark Joseph Pirano
Registered Professional Land Surveyor
Texas Registration No. 5778

REV. NO.	DESCRIPTION	DATE	APP.

AN ALTA/NSPS SURVEY
16.02 ACRES (697,860 SQUARE FEET)
FAIRVIEW GARDENS
D. SMITH SURVEY, A-716
HARRIS COUNTY, TEXAS

Bowman CONSULTING GROUP
1445 N. LOOP W. - STE 450
HOUSTON, TEXAS, 77008
(713) 993-0333 MPIRANO@BOWMAN.COM
T.B.P.E.L.S. FIRM NO. 10194283

DRAWN BY: IAW	SCALE: 1"=60'	KEY MAP: 409N
CHECKED BY: MJP	DATE: May 23, 2024	PROJECT No. 250501-01-001
APPROVED BY: MJP	FIELD BOOK: H24-004	SHEET 1 OF 1

ABBREVIATIONS LEGEND

- (CM) CONTROL MONUMENT
- CMP CORRUGATED METAL PIPE
- FC FILM CODE
- FND FOUND
- H.C.C.F. HARRIS COUNTY CLERK'S FILE
- H.C.M.R. HARRIS COUNTY MAP RECORDS
- IP IRON PIPE
- IR IRON ROD
- NO. NUMBER
- P.O.B. POINT OF BEGINNING
- RC RECORD DRAWING
- RP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT OF WAY
- SQ. FT. SQUARE FEET
- VOL. PG. VOLUME AND PAGE
- W/ WITH

SYMBOLS LEGEND

- ⊙ COMMUNICATION PULL BOX
- FIBER OPTIC CABLE MARKER
- GATE POST
- ⊙ GUY ANCHOR
- ⊙ MAILBOX
- ⊙ MANHOLE
- ⊙ POWER POLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ WELL

F:\Survey\Projects\250501-01-001-Fairview and Wright Rd\Drawings\250501-01-001-ALTA.dwg

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance And Attornment Agreement ("Agreement") is effective as of August 27, 2021 (the "Effective Date"), among TEXAS CAPITAL BANK, NATIONAL ASSOCIATION ("Bank"), the undersigned tenant ("Tenant") and the undersigned landlord ("Landlord").

WITNESSETH

WHEREAS, Landlord (or Landlord's predecessor in title) and Tenant have entered into that certain Lease Agreement dated as of January 1, 2019 (the "Lease"), covering certain premises more particularly described therein (the "Premises"), located on real property more particularly described in Exhibit A attached to this Agreement and made a part hereof (the "Property"); and

WHEREAS, Bank has loaned to Landlord, and Landlord has borrowed from Bank, a sum of money in excess of \$10.00 (the "Loan") as evidenced by that certain Promissory Note (the "Note"), executed by Landlord, payable to the order of Bank, secured by, among other things, a Deed of Trust (the "Deed of Trust") which creates a lien against the Property, and which has been or will be recorded in the Real Property Records of each County in which any portion of the Property is located; and

WHEREAS, Tenant has requested that Bank agree not to disturb Tenant's possessory rights in the Premises in the event Bank should foreclose the lien of the Deed of Trust, provided that Tenant is not then in default under the Lease, and provided further that Tenant attorns to Bank or the purchaser at any foreclosure sale of the Property;

NOW, THEREFORE, in consideration of the covenants, conditions, provisions and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. Subordination and Non-Disturbance. Subject to the terms of this paragraph, Landlord and Tenant agree that the Lease is hereby made, and shall at all times continue to be, subject, subordinate and inferior in each and every respect to the Deed of Trust and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust and to all liens, assignments and security interests created thereby. Bank hereby agrees that (a) as long as no default (after any applicable cure periods) by Tenant exists under the Lease, the Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Property in accordance with the Lease, or any of Tenant's rights and privileges under the Lease be diminished or interfered with nor shall any renewal or expansion options under the Lease be impaired in any foreclosure or other action or proceeding pursuant to or in connection with the Deed of Trust or in the event that Bank or any successor-in-interest thereto takes possession of any part of the Property pursuant to such Deed of Trust or otherwise, and (b) Tenant shall not be joined in any such foreclosure or other action or proceeding, unless required by state law provisions. If any part of the Property is acquired by Bank or any successor-in-interest thereto by foreclosure or otherwise, Bank or such successor shall take title to the Property or any part thereof subject to the terms of the Lease and this Agreement, and Tenant's use, enjoyment or occupancy of the Property in accordance with the terms of the Lease shall not be disturbed or otherwise affected except in accordance with the terms of the Lease and this Agreement. As between Bank and Landlord, nothing herein contained shall be deemed or

Real Estate

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(03/01/2011)

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CHARTER TITLE COMPANY
1076602100179

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

RP-2022-168659

construed as limiting or restricting the enforcement by Bank of any of the terms, covenants, provisions or remedies of the Deed of Trust, whether or not consistent with the Lease.

2. Attornment. If (a) any proceedings are brought for the foreclosure of the Deed of Trust, (b) the Property (or any part thereof) should be sold pursuant to a trustee's sale, or (c) the Property is conveyed by deed in lieu or assignment in lieu of foreclosure, Tenant shall, if Bank or any successor-in-interest thereto, or the purchaser at such foreclosure sale or under a conveyance in lieu of foreclosure so elects, attorn to Bank or any successor-in-interest thereto, its nominee, or such purchaser, as the case may be, as the landlord under the Lease in accordance with the terms of the Lease, subject to the observance by Bank and any successor-in-interest thereto of the provisions of this Agreement. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, upon the request of Landlord, Bank or of any other holder(s) of any of the indebtedness or other obligations secured by the Deed of Trust or any such nominee or purchaser, any instrument or certificate which, in its sole judgment, Landlord, Bank, such other holder(s), or such nominee or purchaser, as the case may be, deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment, provided that the rights of Tenant under the Lease shall not be impaired or Tenant's obligations increased, as a result thereof. Upon conveyance of the Property by foreclosure sale, deed in lieu or assignment in lieu of foreclosure, or otherwise, Tenant agrees to have reissued to the Bank as beneficiary, any letter of credit given to the Landlord as security for the Lease.

3. Acknowledgement and Agreement by Tenant. Tenant acknowledges and agrees that:

(a) The existence of the Deed of Trust and the agreements evidencing and securing the Loan;

(b) From and after the date hereof, Tenant will not materially modify or materially amend the Lease without the prior written consent of Bank;

(c) It has notice that all of Landlord's rights under the Lease and the rent and all other sums due under the Lease have been assigned or are to be assigned to Bank as security for the Loan secured by the Deed of Trust. In the event that Bank notifies Tenant of a default under the Deed of Trust and demands that Tenant pay its rent and all other sums due under the Lease to Bank, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Bank or as otherwise required pursuant to such notice without regard to any contrary instructions from Landlord. Prior to the time that Bank shall succeed to the interest of Landlord in the Premises as described in Section 2 above, receipt of such payments by Bank shall not relieve Landlord of its obligations under the Lease, nor operate to make Bank responsible for the performance thereof, and Tenant shall continue to look solely to Landlord for performance of such obligations;

(d) Commencing on the date Tenant receives notice from Bank of a default under the Note, Deed of Trust and/or Loan, Tenant shall thereafter pay and deliver all unpaid rental payments due under the Lease to Bank;

(e) Without Bank's prior written consent, Tenant shall not deliver or pay to Landlord any rent due under the Lease more than one (1) month in advance of the time when the same is due under the terms of the Lease;

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(f) It has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Deed of Trust and is hereby waived and released as against Bank;

(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement; and

(h) Tenant certifies to Bank effective as of the date hereof, to the best of Tenant's knowledge, as follows: (i) the Lease is presently in full force and effect and has not been modified or changed except as disclosed in writing to Bank; (ii) the term of the Lease has commenced, or, if applicable, will commence on the date the Premises are ready for occupancy; (iii) all conditions required under the Lease that could have been satisfied as of the date hereof have been satisfied; (iv) no rent under the Lease has been paid for more than the current rental period established in the Lease; (v) no default exists under the Lease; (vi) Tenant, as of this date, has no charge, lien or claim of offset under the Lease or otherwise against rents or other charges due or to become due thereunder; (vii) the Lease constitutes the entire rental agreement between the parties with respect to the Property, and Bank shall have no liability or responsibility with respect to any security deposit or advance rental deposit made by Tenant which is not delivered to or paid over to Bank; (viii) the only persons or entities in possession of the Premises or having any right to possession or use of the Premises (other than the record owner or holders of recorded easements) are those holding under the Lease or under other documents which have been submitted to Bank; and (ix) Tenant has no right or interest in or under any contract, option or agreement (other than as shown in the Lease or in any documents submitted to Bank) involving the sale or transfer of the Property.

4. No Obligation of Bank. Without limiting Tenant's rights or remedies at law or under the Lease, Tenant agrees that Bank shall have no obligation or incur any liability:

(a) With respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof, or upon the addition of additional space, pursuant to any expansion rights contained in the Lease;

(b) With respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise; or

(c) Beyond Bank's equity interest, if any, in the Property and insurance proceeds received on account of the Premises, Tenant shall look exclusively to such equity interest of Bank, if any, in the Property and insurance proceeds received on account of the Premises for the payment and discharge of any obligations imposed upon Bank hereunder or under the Lease, and Bank is hereby released and relieved of any other obligations hereunder and under the Lease.

Subject to the foregoing, if Bank succeeds to the interest of Landlord under the Lease, Tenant shall have the same remedies against Bank for the breach of any provision of the Lease as Tenant would or does have against Landlord; provided, however, that Bank shall not (i) be bound by any amendments or material modifications to the Lease made without Bank's consent, which shall not be unreasonably withheld,

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conditions, or delayed, or (ii) be liable for any act or omission of Landlord, other than those acts or omissions relating to conditions that require cure in accordance with Landlord's obligations under the Lease, which conditions accrue from and after the date of any such foreclosure or conveyance, or (iii) be subject to the offsets or defenses which Tenant might have against Landlord which have accrued prior to the date on which Bank shall have become the owner of the Property, other than offsets or defenses arising from acts that require cure in accordance with Bank's obligations as the landlord under the Lease and which specifically give rise to express rights of offset under the Lease and which obligations to act accrue from and after the date Bank acquires the Property by foreclosure or otherwise, or (iv) be bound by any rent or additional rent or advance rent which Tenant might have paid more than one (1) month in advance to Landlord or any other party, and all such rent, upon Bank's succession to Landlord's interest under the Lease, shall remain due and owing, notwithstanding such advance payments; or (v) be bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Bank and with respect to which Tenant shall look solely to Landlord for refund or reimbursement.

Neither Bank nor any other party who shall be included in the definition of Bank hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own an interest in or to the Property.

5. Inconsistent Provisions. This Agreement supersedes any inconsistent provision of the Lease.

6. Notices. Any notice, demand or request permitted, required or desired to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective party at its address provided below. If sent by U.S. certified mail in accordance with this Section 6, such notices shall be deemed given and received on the earlier of (a) actual receipt at the above specified address of the named addressee, or (b) upon deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the herein specified address of the named addressee.

7. Time. Time is of the essence in all matters pertaining to the performance of this Agreement.

8. Authority. The parties to this Agreement warrant and represent to one another that they have the power and authority to enter into and perform their respective obligations under this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements necessary or required by any state and/or federal law or private agreement in order for the parties to enter into and perform their respective obligations under this Agreement have been fully complied with.

9. Entire Agreement. This Agreement represents the entire agreement between Bank and Tenant regarding the subject matter dealt with herein, and it may not be modified, amended or discharged except by written amendment executed by the party against whom enforcement of such modification, amendment or discharge is sought.

10. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Bank, all obligations and liabilities accruing after such assignment or transfer shall be the responsibility of Bank's transferee, and further provided that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent

of Bank, except to an assignee permitted under the Lease, in which case no consent of Bank shall be required.

11. **GOVERNING LAW: VENUE.** THE TERMS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE OF ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT SHALL BE IN HARRIS COUNTY, TEXAS (TO THE EXCLUSION OF ALL OTHER VENUES), WHERE THIS AGREEMENT IS PERFORMABLE.

12. **Attorney's Fees.** Should any litigation or administrative proceeding be commenced by either of the parties hereto or their representatives, or should either party institute any proceeding in a court which has jurisdiction over any other party hereto or any or all of its property or assets, or should any litigation or proceeding be commenced concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, then the party or parties prevailing in such litigation or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such prevailing party's attorneys' fees and court costs in such litigation or proceeding, which shall be determined by the court (or presiding official) in such litigation or proceeding or in a separate action brought for that purpose.

13. **Severability.** If any provision of this Agreement shall, for any reason, be held to be violative of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

14. **Headings: Construction.** The headings contained in this Agreement are for reference purposes only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

15. **Landlord Consent and Approval.** Landlord hereby consents to and approves the terms of this Agreement, including, without limitation, the provisions of paragraph 3(c).

[Signature Page Follows]

**BANK'S SIGNATURE PAGE TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

EXECUTED as of the Effective Date.

BANK:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Tray Mounce
Title: Senior Vice President

Address for Notices and Deliveries:

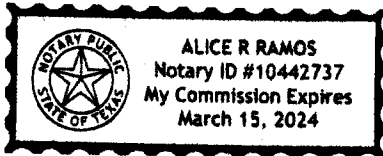
1380 Post oak Blvd, Ste. 100
Houston, TX 77056

THE STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on the 27 day of AUGUST,
2021, by Tray Mounce, S.V.P of Texas Capital Bank,
National Association, a national banking association, on behalf of said association.



Alice R Ramos
Notary Public, State of Texas

RP-2022-168659

COPY

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PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

LANDLORD'S SIGNATURE PAGE TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

LANDLORD:

APEX HERITAGE PROPERTIES, LLC

By: *Steven H. Madden*
Steven H. Madden, President

Address for Notices and Deliveries:

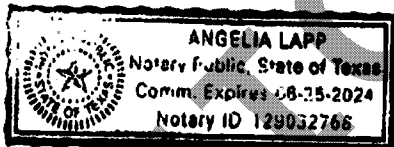
9821 Katy Freeway, Suite 880
Houston, Texas 77024

THE STATE OF TEXAS

COUNTY OF Harris

§
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§

This instrument was acknowledged before me on the 27 day of August, 2021, by Steven H. Madden, President of APEX HERITAGE PROPERTIES, LLC, a Texas limited liability company, on behalf of said company.



Angelia Lapp
Notary Public, State of Texas

TENANT'S SIGNATURE PAGE TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMEN T AGREEMENT

TENANT:

ASHBURN INDUSTRIES, INC

By: 

Name: Steven H. Madden

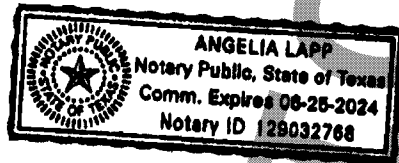
Title: CEO

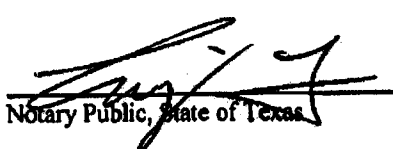
Address for Notices and Deliveries:

9821 Katy Freeway, Suite 880
Houston, Texas 77024

THE STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 27 day of August,
2021, by Steven H. Madden, CEO of
ASHBURN INDUSTRIES, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

RP-2022-168659

EXHIBIT A
PROPERTY DESCRIPTION
[FOLLOWS THIS COVER PAGE]

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EXHIBIT A

TRACT I:

Fieldnotes for a 6.0097 acres of land being all of Lot 59 and a portion of Lot 60 of Fairview Gardens, a subdivision out of the J. Taylor survey, the J.M. Dement Survey, and the D.E. Smith Survey in Harris County, Texas according to the map or plat thereof recorded in Volume 10, Page 46 of the Map Records of Harris County, being that same tract of land conveyed to Margaret Dulaney, as described in distribution deed recorded under County Clerk's File No. 20080392976 of the Real Property Records of Harris County, and being out of and a part of that certain (called) 10 acre tract of land conveyed to Bobby Dee Dulaney and wife, Margaret M. Dulaney, as described in deed recorded in Volume 3521, Page 469 of the Deed Records of Harris County, said 6.0097 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod found in the West line of Wright Road, based on a 60 foot right-of-way, marking the Southeast corner of said Lot 59 and the herein described tract, said point also being the Northeast corner of adjacent Lot 58 of said Fairview Gardens and that certain 4.97 acre tract of land conveyed to Fred M. Saunders, Trustee, as described in deed recorded under County Clerk's File No. T026110 of the said Real Property Records;

Thence, West, 780.00 feet with the North line of said Lot 58 and the said 4.97 acre tract, and with the South line of said Lot 59 to a 5/8 inch steel rod found marking the Southwest corner of said Lot 59 and the herein described tract, said point being the Northwest corner of the said 4.97 acre tract and said Lot 58, said point also being the common Northeast corner of adjacent Lot 85 and the Southeast corner of adjacent Lot 84 of said Fairview Gardens;

Thence, North with the East line of said Lot 84 and the West line of said Lot 59, at 279.5 feet passing the Northeast corner of said Lot 84 and the Northwest corner of said Lot 59, said point also being the Southwest corner of said Lot 60 and the Southeast corner of adjacent Lot 83 of said Fairview Gardens, and continuing with the East line of said Lot 83 and the West line of said Lot 60 in all, a total distance of 335.62 feet to a 5/8 inch steel rod found marking the Northwest corner of the herein described tract, said point also being the Southwest corner of Lot 60A of a partial replat of Fairview Gardens, according to the map or plat thereof recorded under Film Code No. 458017 of the said Map Records, and that certain 5.5872 acre tract of land conveyed to Apex Heritage Properties, LLC, as described in deed recorded under County Clerk's File No. 20080009807 of the said Real Property Records;

Thence, East, 780.00 feet with the South line of said Lot 60A to a 5/8 inch steel rod set in the West line of said Wright Road and the East line of said Lot 60 for the Northeast corner of the herein described tract, said point also being the Southeast corner of said Lot 60A and the said 5.5872 acre tract, from which point, a found 5/8 inch steel rod bears South 10003' West, 0.74 feet;

Thence, South with the East line of said Lot 60 and the West line of said Wright Road, at 56.12 feet passing the Southeast corner of said Lot 60 and the Northeast corner of said Lot 59, and continuing with the East line of said Lot 59 in all, a total distance of 335.62 feet to the PLACE OF BEGINNING and containing 6.0097 acres or 261,784 square feet of land, more or less.

TRACT II:

Being a tract of land containing 5.5872 acres, more or less, being all of Fairview Gardens Lot 60A and 61A, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 458017 of the Map Records of Harris County, Texas.

TRACT III:

PARCEL 1:

2.921 acres of land situated in the D. E. Smith Survey, Abstract Number 716, Hams County, Texas, being that certain called 2.8856 acres of land described in the deed and recorded in the Official Public Records of Real

EXHIBIT A

(Continued)

Property of Harris County, Texas under County Clerk's File Number 20080597459, also being a portion of that certain Lot 61 of Fairview Gardens, a subdivision as shown on map or plat recorded under Volume 10, -Page 46 of the Map Records of Harris County, Texas, said 2.921 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a Nail in asphalt found in the Westerly right-of-way line of Wright Road (60 foot right-of-way), for the Southeasterly corner of that certain called 3.0038 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20140069379 and being the Northeasterly corner of said 2.8856 acre tract;

THENCE, S 02° 26' 29" E, along the Westerly right-of-way line of said Wright Road, a distance of 32.57 feet to a 5/8 inch iron rod with cap set for the Northeasterly corner of that certain Lot 61A of Fairview Gardens Lot 60A and 61A, a subdivision as shown on map or plat recorded under Film Code Number 458017 of the Map Records of Harris County, Texas, from which a found 5/8 inch iron rod bears N 10°34'13" W, 1.03 feet;

THENCE, S 87°33'31" E, along the Northerly line of said Lot 61A, a distance of 315.00 feet to a 5/8 inch iron rod with cap set for the Northwesterly corner of said Lot 61A, from which a found 5/8 inch iron rod bears N 83°21'52" W, 4.83 feet;

THENCE, S 02°26'29" E, along the Westerly line of said Lot 61A, a distance of 219.50 feet to a 5/8 inch iron rod with cap set in the Northerly line of that certain Lot 60A of said Fairview Gardens Lot 60A and 61A, for the Southwesterly corner of the said Lot 61A, from which a found 5/8 inch iron rod bears S 85°00'23" W, 4.93 feet;

THENCE, S 87°33'31" W, along the Northerly line of said Lot 60A, a distance of 465.00 feet to a 5/8 inch iron rod with cap set for the Northwesterly corner of the said Lot 60A;

THENCE, N 02°26'29" W, along the Easterly line of that certain Lot 82 of Fairview Gardens, a distance of 251.49 feet to a 5/8 inch iron rod with cap set for the Southwesterly corner of the said 3.0038 acre tract, from which a found 1 inch iron pipe bears N 02°56'25" W, 28.65 feet;

THENCE, N 87°30'56" E, along the Southerly line of the said 3.0038 acre tract, a distance of 780.00 feet to the POINT OF BEGINNING and containing 2.921 acres of land., more or less.

PARCEL B:

Easement Estate created in that certain Declaration of Covenants, filed for record on December 12, 2008, under Clerk's File No. 20080597458 of the Official Public Records of Real Property of HARRIS County, Texas.

TRACT IV:

Fieldnotes for 10.0096 acres of land out of the D. E. Smith Survey, Abstract No. 716, in Harris County, Texas, being Lots 83 and 84 of Fairview Gardens, the map or plat thereof recorded in Volume 10, Page 46 of the Map Records of Harris County, and being that same tract of land conveyed to W. L. Gordon, as described in deed recorded under County Clerk's File No. D838680 of the Real Property Records of Harris County, Texas and later conveyed to Marie Gordon and Shirley May Houston, as described in instrument recorded under County Clerk's File No. R083129 of the said Real Property Records, said 10.0096 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch steel pipe (control monument) found in the East line of Fairview Drive, based on a 50 foot right-of-way, marking the Northwest corner of said Lot 83 and the herein described tract, said point also being the Southwest corner of adjacent Lot 82 of said Fairview Gardens and that certain tract of land conveyed to Jon Patrick Henry Trust, as described in deed recorded under County Clerk's File No. R417608 of the said Real Property Records;

EXHIBIT A
(Continued)

Thence, East, 780.00 feet with the South line of said Lot 82 and the North line of said Lot 83 to a 5/8 inch steel rod with cap set for the Northeast corner of said Lot 83 and the herein described tract, said point being the Southeast corner of said Lot 82, said point also being the Southwest corner of adjacent Lot 61 and the Northwest corner of adjacent Lot 60 of said Fairview Gardens;

Thence, South with the West line of said Lot 60 and the East line of said Lot 83, at 279.50 feet passing the southeast corner of said Lot 83, the Southwest corner of said Lot 60, the Northeast corner of said Lot 84 and the adjacent Northwest corner of Lot 59 of said Fairview Gardens, and continuing with the West line of said Lot 59 and the East line of said Lot 84 in all, a total distance of 559.00 feet to a 5/8 inch steel rod found marking the Southeast corner of said Lot 84 and the herein described tract, said point being the Southwest corner of said Lot 59, said point also being the Northwest corner of adjacent Lot 58 and the Northeast corner of adjacent Lot 85 of said Fairview Gardens;

Thence, West, 780.00 feet with the North line of said Lot 85 and the South line of said Lot 84 to a 5/8 inch steel rod with cap set in the East line of said Fairview Drive for the Southwest corner of said Lot 84 and the herein described tract, said point also being the Northwest corner of said Lot 85;

Thence, North with the East line of said Fairview Drive and the West line of said Lot 84, at 279.50 feet passing the Northwest corner of said Lot 84 and the Southwest corner of said Lot 83, and continuing with the West line of said Lot 83 in all, a total distance of 559.00 feet to the PLACE OF BEGINNING and containing 10.0096 acres or 436,020 square feet of land, more or less.

RP-2022-168659

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PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 4, 2024

RP-2022-168659
Pages 13
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$62.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-168659

COPY UNOFFICIAL



CITY OF JERSEY VILLAGE – PLANNING & ZONING COMMISSION REVIEW REPORT

The Planning and Zoning Commission met on June 4, 2024, and conducted a review of Apex Heritage Properties, LLC’s request to amend the City of Jersey Village’s 2020 Comprehensive Plan at Chapter 4 concerning the City’s Thoroughfare Plan.

Apex Heritage Properties, LLC is seeking to remove proposed road segments from the Thoroughfare Plan. The segments to be removed are in close proximity to the property they wish to develop, which is a 16.0194-acre tract located between Fairview Street and Wright Road, West of the intersection of Wright Road and Charles Road.

Since the City’s Thoroughfare Plan is incorporated into the City’s Comprehensive Plan, in order to make an amendment to the Thoroughfare Plan, the City’s Comprehensive Plan must be amended. Local Government Code (LGC) Sec. 213.003 provides for amending a City’s Comprehensive Plan.

This review satisfies LGC Section 213.003(a)(2), which requires the Planning and Zoning Commission to conduct this review. In making the review, the Planning and Zoning Commission confirms its review to the Jersey Village City Council and

_____ recommends approval of the amendments.

_____ does not recommend approval of the amendments.

Respectfully submitted, this 4th day of June 2024.

Rick Faircloth, Chairman

ATTEST:

Lorri Coody, City Secretary

