

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Jersey Village City Council will conduct a public hearing at 7:00 p.m., Monday, June 17, 2024, at the Civic Center Auditorium, 16327 Lakeview, Jersey Village, Texas, for the purpose of giving the public the opportunity to give testimony and present written evidence concerning the request of Apex Heritage Properties, LLC to amend the City of Jersey Village's 2020 Comprehensive Plan at Chapter 4 concerning the City's Thoroughfare Plan.

A copy of Apex Heritage Properties, LLC's application, which is the subject of this public hearing as well as a copy of the Planning and Zoning Commission's Review of same, is attached to an made a part of this Notice or may be examined online at https://www.jerseyvillagetx.com/page/city.ags_mins_current_year.

The City of Jersey Village public facilities are wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact ADA Coordinator at (713) 466-2102 or FAX (713) 466-2177 for further information.

Lorri Coody, City Secretary
City of Jersey Village

Posted: June 5, 2024 at 5:00 PM – City website and City Bulletin Board

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

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

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.

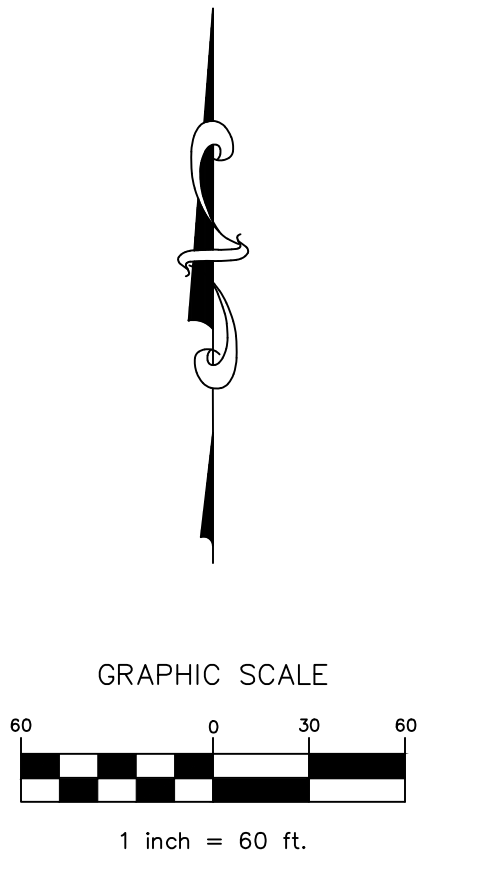
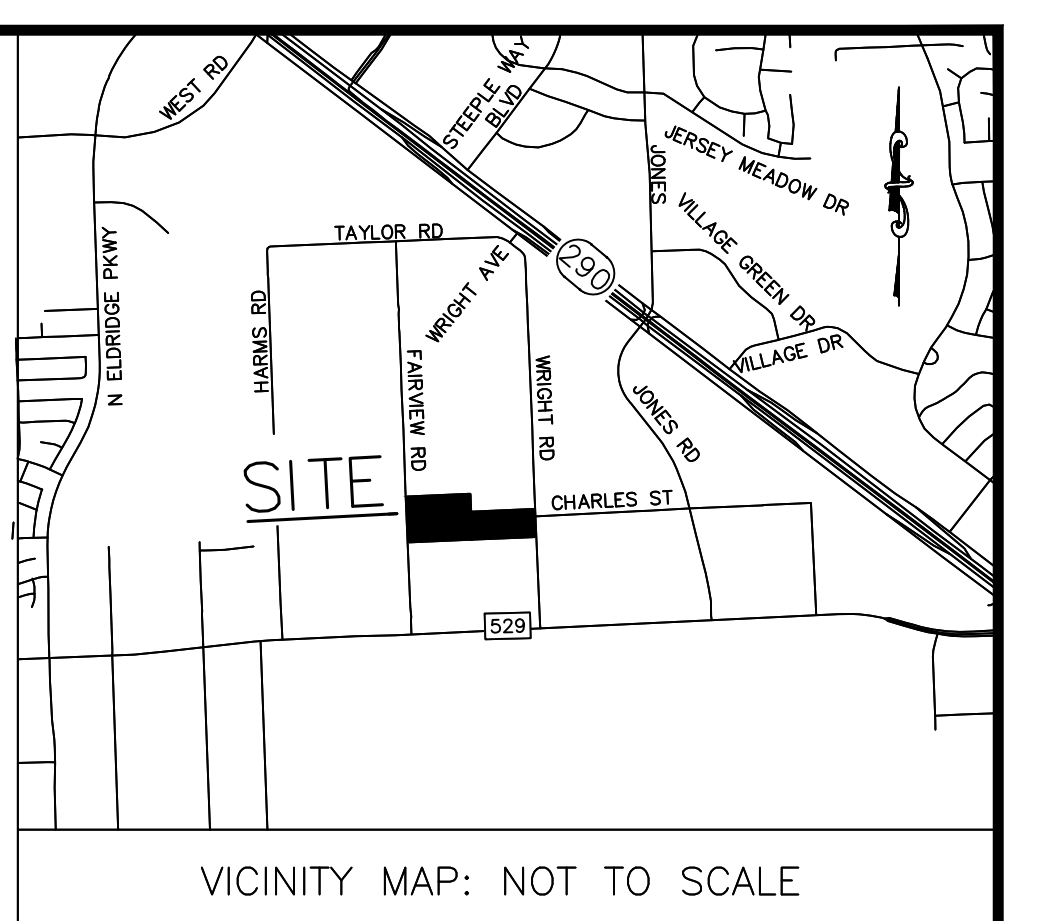
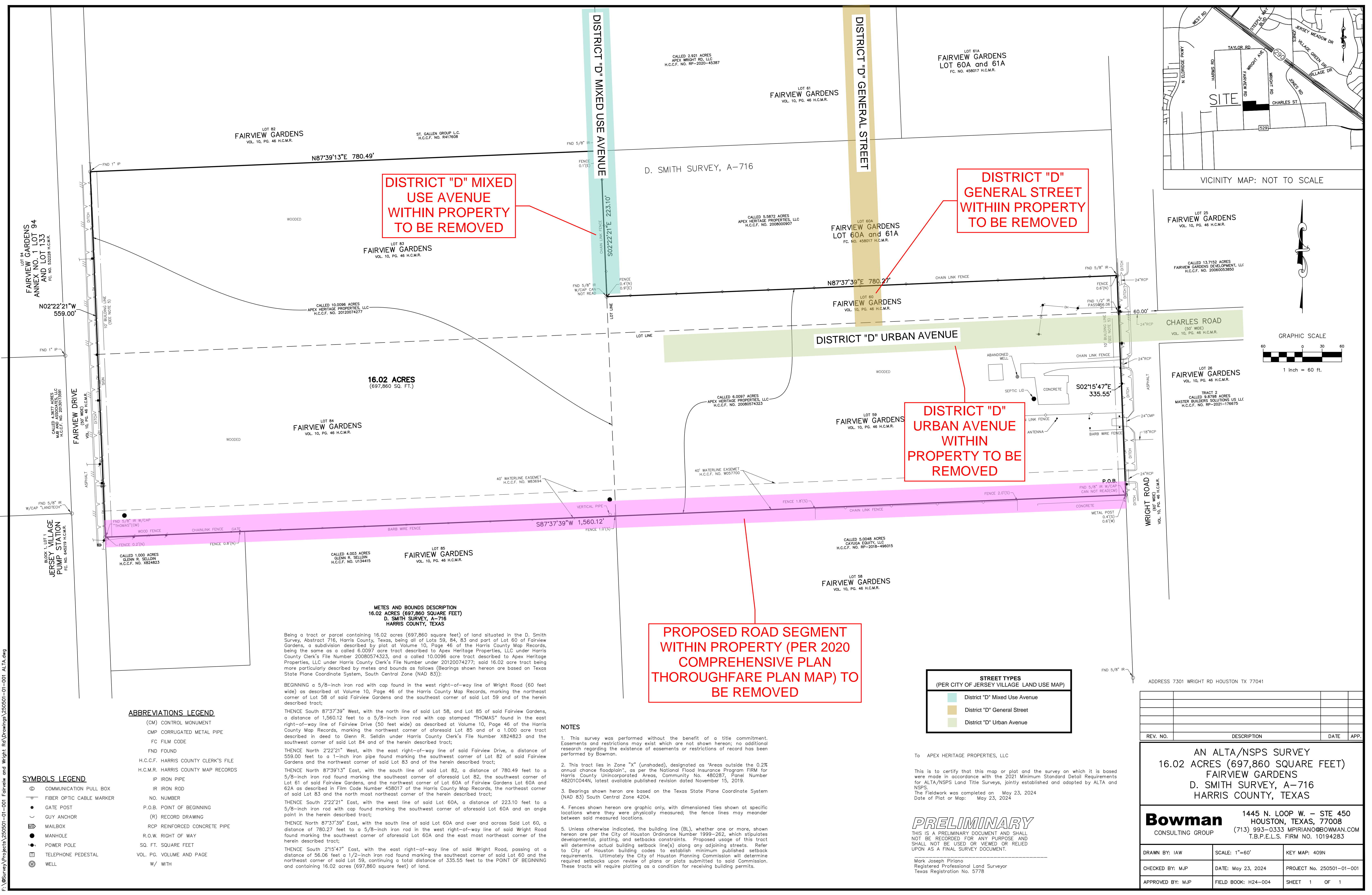
(Please attach detailed map(s) showing proposed changes)

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:



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 58, 59, 60, 60A, 61, 82, 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, 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;

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

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
- (R) RECORD DRAWING
- RCP 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

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 MPIRIANO@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

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

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

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;

(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,

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:

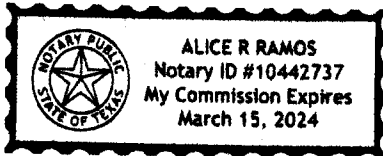
1380 Post oak Blvd, Ste. 100
Houston, TX 77056

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

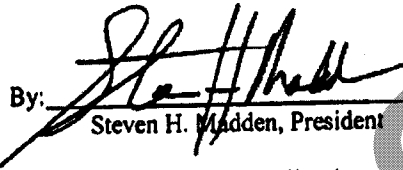
COPY

UNRECORDED

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

LANDLORD:

APEX HERITAGE PROPERTIES, LLC

By: 
Steven H. Madden, President

Address for Notices and Deliveries:

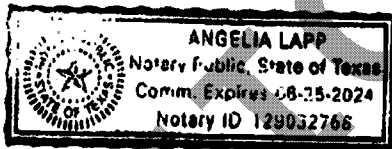
9821 Katy Freeway, Suite 880
Houston, Texas 77024

THE STATE OF TEXAS

COUNTY OF Harris

§
§
§

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




Notary Public, State of Texas

RP-2022-168659

UNOFFICIAL COPY

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

TENANT:

ASHBURN INDUSTRIES, INC

By: [Signature]

Name: Steven H. Madden

Title: CEO

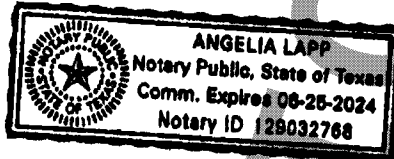
Address for Notices and Deliveries:

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.



[Signature]
Notary Public, State of Texas

RP-2022-168659

EXHIBIT A

PROPERTY DESCRIPTION

[FOLLOWS THIS COVER PAGE]

UNOFFICIAL

COPY

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, Harris County, Texas, being that certain called 2.8856 acres of land described in the deed and recorded in the Official Public Records of Real

RP-2022-168659

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;

RP-2022-168659

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

COPY UNOFFICIAL

RP-2022-168659
Pages 13
03/30/2022 02:37 PM
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.

 x does not recommend approval of the amendments.

Respectfully submitted, this 4th day of June 2024.

s/Rick Faircloth, Chairman

ATTEST:

s/Lorri Coody, City Secretary

