



AGENDA
PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL COUNCIL CHAMBER
7105 WHITLEY ROAD, WATAUGA, TEXAS 76148
WEDNESDAY, AUGUST 18, 2021
6:30 PM

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

REPORTS

PUBLIC COMMENT If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (for matters not posted on that particular meeting's agenda), members of the Planning & Zoning Commission and Staff may only provide a statement of factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary, the Chair will task the City Manager to respond to the citizen and report back to the Planning & Zoning Commission as soon as practicable. Such report to the Planning & Zoning Commission shall not constitute a meeting called by the Planning & Zoning Commission nor shall it constitute deliberation or formal action. Individual citizens addressing the Planning & Zoning Commission during Public Comment shall not exceed three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Comment is not established to engage in a conversation with the Planning & Zoning Commission and no formal Planning & Zoning Commission action will be taken.

PUBLIC TESTIMONY FOR ACTION ITEMS Only those persons who submit a completed Request to Speak form prior to the agenda item being introduced by the Chair will be allowed to speak on agenda items set for action (this doesn't include presentations or reports). The Chair shall ask each person requesting to speak to approach the podium when called to speak. Speakers time shall generally not exceed three (3) minutes in their comments and all comments must be germane to the specific agenda item being discussed; however, the Chair may extend or reduce the speaker's allotted time. Speakers shall not be permitted to donate their time to other speakers. Members of the Planning & Zoning Commission may ask

questions or discuss the item directly with the citizen during the citizen's testimony if necessary. Any discussion between a Planning & Zoning Commission member and the citizen will not count toward the time limit and Planning & Zoning Commission Members are encouraged not to speak until the citizen has first utilized their allocated time.

APPROVAL OF MINUTES

1. Consider action to approve the meeting minutes of the July 21, 2021 Regular meeting of the Planning and Zoning Commission

Randy Richards, Building Official

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

PUBLIC HEARINGS/ACTION

1. Consider a preliminary report and hold a public hearing to receive comments for or against that report concerning text amendments to the City's Zoning Ordinance allowing for the location of packaged liquor stores in General Business and Commercial zoning districts pursuant to a specific use permit, providing spacing requirements between such stores, and providing spacing requirements between such stores and other land uses; consider action on a final report regarding same to City Council

Paul Hackleman, Director of Public Works

Randy Richards, Building Official

Andrea Gardner, City Manager

2. Consider a preliminary report and hold a public hearing to receive comments for or against that report concerning a request for a zoning change from (LB) Local Business to (C) Commercial, at 6700 Denton Highway, being Block 23R of the Greenfield Village Addition. The subject property is located north of Chapman Road and east of Denton Highway. Applicant, Ali Behzadpour, Managing Member of InvMax LLC; consider action on a final report regarding same to City Council

Randy Richards, Building Official

Paul Hackleman, Director of Public Works

Andrea Gardner, City Manager

ITEMS FOR FUTURE AGENDAS

ADJOURNMENT

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625 FOR FURTHER INFORMATION.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, August 13, 2021, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: July 28, 2021

TO: Planning and Zoning Commission Members

FROM: Randy Richards, Building Official
Paul Hackleman, Director of Public Works

SUBJECT: Consider action to approve the meeting minutes of the July 21, 2021 Regular meeting of the Planning and Zoning Commission

BACKGROUND/INFORMATION:

This item contains draft meeting minutes from July 21, 2021 for Planning and Zoning review and approval.

FINANCIAL IMPLICATIONS:

NA

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the Planning and Zoning Commission review and approve the meeting minutes as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. JULY 21, 2021 - Regular Meeting - DRAFT

REVIEWED BY:

Randy Richards, Building Official
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 8/13/2021
Approved - 8/13/2021
Approved - 8/13/2021
Final Approval - 8/13/2021



“A GREAT PLACE TO LIVE”

**MINUTES
PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 21, 2021
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
REGULAR MEETING
6:30 P.M.**

CALL TO ORDER

Vice-Chairperson Cristy McCauley called the meeting to order at 6:33 p.m.

ROLL CALL

Vacant	Place 1, Member
Quincy Adams	Place 2, Member – Absent with Notice
Vacant	Place 3, Member
Laura Nedderman	Place 4, Member
Cristy McCauley	Place 5, Vice-Chairperson
Karen Isbell	Place 6, Secretary
Sharon Gehle	Place 7, Member

And

Randy Richards	Building Official
Jeannette Garcia	Planning and Zoning Coordinator
Mark Taylor	City Council Liaison
Arthur Miner	Mayor
Andrea Gardner	City Manager/City Secretary

ANNOUNCEMENTS

Mayor Miner reminded Planning and Zoning Commission members with expiring terms that if they intend to reapply for reappointment to a Commission or Board, the application must be submitted to the City Secretary's Office for consideration. He also reminded members of House Bill 3834 which was signed into law June 2019 and essentially requires all employees and board members with access to the city network complete a state approved Cyber Security Training Program on an annual basis. The Cyber Security Training course is made available online.

PUBLIC COMMENT

Vice-Chairperson McCauley called for Public Comment. Request to Speak forms were not received and there were no participants present to speak.

PUBLIC TESTIMONY

Vice-Chairperson Cristy McCauley called for Public Testimony. Request to Speak Online form was received by one which staff read into record. (Comment will be archived with approved minutes) The City Secretary reminded the Commission that until September 1, 2021, the governor has allowed citizens to submit and have comments be read into the record for them.

Chase Poorman 6312 N Park Drive

APPROVAL OF MINUTES

1. Consider action to approve the meeting minutes of the June 9, 2021, Regular Meeting of the Planning and Zoning Commission

Member Gehle made a motion to approve the minutes of the Planning and Zoning regular meeting of June 9, 2021. Member Isbell seconded the motion. Vice-Chairperson McCauley called for discussion.

With there being no discussion, Vice-Chairperson McCauley called for a vote, with members present voting as follows:

AYES: Nedderman, McCauley, Isbell, Gehle
NAYS: None
ABSENT: None
ABSTAIN: None

The motion carried 4-0-0-0.

ACTION ITEMS

1. Discuss and consider action on a preliminary report to complete text amendments to the City of Watauga Zoning Ordinance, Sec. 115-6. Permitted principal, accessory, and specific use permit uses; Sec. 115-85. Permitted use table, and Chapter 4, Alcoholic Beverages regarding alcohol related uses

Vice-Chairperson McCauley opened the discussions. Building Official Randy Richards advised the commission that Texas Local Government Code 211.007(b) requires the Planning & Zoning Commission make a preliminary report prior to approving changes to the City's Zoning Ordinance. As such, the document has been prepared as such. Second, he advised the (W.E.D.C.) Watauga Economic Development Corporation has received inquiries from various companies regarding the desire to operate retail liquor stores within Watauga. Petition pages were issued, and the completed petition pages were filed with the City Secretary's Office within the required 60-day timeframe. The petition is currently being verified by the City Secretary's Office and will be placed on the August 9, 2021, Council agenda for action. Mr. Richards advised to have regulations in place,

should a local option election pass, staff is proposing an amendment to create a category for businesses that devote more than 50% of their retail floor area to the sale of alcohol and alcohol related products.

Staff has proposed zoning changes to create the use category and establish locations in which the use is permitted. Proposed preliminary, red-lined ordinances and a Table of Use Chart were also shared for review, along with staff recommendation of the specific zoning district "GB" General Business and "C" Commercial, to place the proposed business type. The text amendments are supported by the Comprehensive Plan. Mr. Richards then turned the floor over to the commission for questions.

Vice-Chairperson McCauley asked if there were any questions. The Chair first recognized Member Gehle. She referenced the comment made by the official that text amendments are supported in the Comprehensive Plan and advised of the disallowance of drive-thru establishments in the RT-MU classification of the Comprehensive Plan. Mr. Richards spoke that the W.E.D.C. had previously met and provided direction to staff to request that the Commission and Council reconsider the prohibition of drive-thru restaurants and other operations within the RT-MU. He advised the revisions are planned to come before the Commission in August. Member Gehle also addressed spacing requirements and pre-existing non-conforming uses. It was discussed should a property be in existence prior to the passage of the text amendments, the business will be allowed to continue to operate, but cannot be expanded. If the business closes and the property is vacant for more than 180 days (6 months), the use will be considered abandoned, and an Alcohol Retail Sales Establishment will not be able to locate there again. Also, discussed was frontage access along the Denton Highway and Rufe Snow Drive corridors and loitering. Mr. Richards acknowledged staff intentions to include in the amendments language which address access drives along the two corridors mentioned. With regards to the loitering, he advised Code Enforcement is the division with jurisdiction over the matter of loitering. Each individual property can also post signage with regards to what is allowed and prohibited on their property. Lastly, Member Gehle addressed additional definition for Alcohol Retail Sales Establishment. Mr. Richards reminded the Commission the items discussed will again, be brought before the Commission for public hearing and ruling in preparation of presenting the final report to Council.

Chairperson McCauley inquired if any items were to be read into record. With there being none, she then asked the pleasure of the Commission.

Member Gehle made a motion to consider action on a preliminary report contingent to the items discussed be included. Member Isbell seconded the motion. Vice-Chairperson McCauley called for discussion and hearing none, called for a vote. Members present voting as follows:

AYES:	Nedderman, McCauley, Isbell, Gehle
NAYS:	None
ABSENT:	None
ABSTAIN:	None

The motion carried 4-0-0-0.

2. Discuss and consider action to schedule a public hearing on the City of Watauga Planning & Zoning Commission's Preliminary Report to consider text amendments to the City's Zoning Ordinance

Vice-Chairperson McCauley opened the discussions.

Building Official Randy Richards advised the commission that the task at hand with the action taken tonight to approve the preliminary report with the additional items discussed to be included, in preparation of making the final report to the City Council at a future date.

Vice-Chairperson McCauley asked if there were any other discussion. With there being none, she then asked the pleasure of the Commission.

Member Gehle made a motion to schedule a public hearing on the City of Watauga Planning & Zoning Commission's Preliminary Report to consider text amendments to the City's Zoning Ordinance on August 18, 2021. Member Isbell seconded the motion. Vice-Chairperson McCauley called for discussion and hearing none, called for a vote. Members present voting as follows:

AYES:	Nedderman, McCauley, Isbell, Gehle
NAYS:	None
ABSENT:	None
ABSTAIN:	None

The motion carried 4-0-0-0.

ITEMS FOR FUTURE AGENDAS

Member Gehle made request for Cross Mod Manufactured Housing Development be addressed as language in the zoning ordinance. The City Secretary recommended that due to unfamiliarity to staff, the item first be presented in a workshop setting at a later date, prior to any formal action being taken.

ADJOURNMENT

With there being no further items to discuss, Vice-Chairperson McCauley adjourned the meeting at 7:03 p.m.

APPROVED: this the _____ day of _____, 2021.

SIGNED: this the _____ day of _____, 2021.

APPROVED: _____
Cristy McCauley, Interim Chairperson

ATTEST: _____
Karen Isbell, Secretary

NOTE: Original Audio Recording of this meeting is preserved and maintained by the City Secretary's Office.



AGENDA MEMORANDUM

DATE: July 28, 2021

TO: Planning and Zoning Commission Members

FROM: Paul Hackleman, Director of Public Works
Randy Richards, Building Official

SUBJECT: Consider a preliminary report and hold a public hearing to receive comments for or against that report concerning text amendments to the City's Zoning Ordinance allowing for the location of packaged liquor stores in General Business and Commercial zoning districts pursuant to a specific use permit, providing spacing requirements between such stores, and providing spacing requirements between such stores and other land uses; consider action on a final report regarding same to City Council

BACKGROUND/INFORMATION:

Over the last year there has been increasing market interest in the City of Watauga for liquor establishments. Therefore, revisions are proposed to the zoning ordinance related to Sec. 115-6. Permitted principal, accessory and specific use permit uses; Sec. 115-85. Permitted use table of the Zoning Ordinance; and creating Article IV Sec. 4-60 through 4-61 regarding Liquor Stores (Packaged). The revisions would add to the Code of Ordinance and Table of Uses, a designation for "Liquor Store"; definitions and specific regulations for permitting. All proposed text amendments are consistent with the Comprehensive Land Use Plan.

Liquor Stores (Packaged) shall only be permitted upon approval of a local option election to legalize the sale of packaged liquor within the corporate jurisdiction.

FINANCIAL IMPLICATIONS:

NA

RECOMMENDATION/ACTION DESIRED:

Staff recommends approval and respectfully recommend the Commission consider the comments received during the public hearing and make a final report on the text amendment additions request for City Council consideration during the September 13, 2021 meeting.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:



AGENDA MEMORANDUM

1. Sec. 115-6. Permitted principal accessory and specific-uses - Liquor Store (Packaged)
2. Sec. 115-85 Permitted Use Table - Liquor Store - (Packaged)
3. Liquor Store Ordinance
4. Background: Star Telegram - Affidavit of Publication - July 2, 2021
5. Background: Public Hearing Notice - Mailed

REVIEWED BY:

Randy Richards, Building Official

Paul Hackleman, Director of Public Works

Caroline Kelley, Attorney

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 8/12/2021

Approved - 8/12/2021

Approved - 8/13/2021

Approved - 8/13/2021

Final Approval - 8/13/2021

Sec. 115-6. Permitted principal, accessory and specific use permit uses.

The following uses are permitted as provided in this chapter:

Accessory building (business). In a commercial district, a subordinate building attached or detached, and used for a purpose customarily incidental to the main structure.

Accessory building (industrial). In an industrial district, a subordinate building attached or detached, and used for a purpose customarily incidental to the main structure.

Accessory building (residential). In a residential district, a subordinate building attached or detached and used for a purpose customarily incidental to the main structure, located on the same lot, such as a private garage for automobile storage, tool house, greenhouse, hobby shop (no business), home workshop, children's play house, storage house, garden shelter, but not involving the conduct of a business.

Amusement center, indoor. A facility providing game equipment for entertainment and amusement as its primary source of income. Games contained in the facility may include coin-operated machines utilizing balls, pins, and baskets, video equipment, and pinball. Other equipment may include skill games such as pool, billiards, bowling, shuffleboard, darts, and batting cages. Any combination of these games may be used in the facility. However, the combination of any four coin-operated game machines shall constitute an amusement center.

Amusement center, outdoor. Any amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein any portion of the activity takes place in the open.

Amusement center, teen club. A nightclub which caters primarily to patrons who are minors and in which no alcoholic beverages are sold or permitted and all activities occur indoors.

Amusement center (with alcohol). A facility which includes bowling alleys, pool halls, billiard halls or arcades, that provides entertainment or games of skill to the general public for a fee or charge wherein any portion of the activity takes place indoors or outdoors and which permits alcoholic beverages to be sold, served, or consumed on-site.

Amusement park. An amusement enterprise offering rides such as roller coasters and games to the general public for a fee or charge wherein the majority of the activity takes place in the open.

Animal grooming. An establishment that offers to the general public the service of animal grooming for domestic pets. No boarding or medical care is provided.

Animal hospitals and clinics (for the care and temporary boarding of domestic household pets). The office and clinic of a doctor of veterinary medicine, not including outside treatment pens or outside boarding.

Antique shop. An establishment offering for sale articles such as glass, china, furniture or similar furnishings and decorations which have value and significance as a result of age, design or sentiment.

Apartment. A room or a suite of rooms within an apartment house arranged, intended, or designed for a place of residence of a single family, individual, or a group of individuals.

Apartment house. Same as *Dwelling, multifamily*.

Apparel alteration and repair shop. An establishment offering alteration and repair of clothing apparel to the public.

Appliance repair, household. A shop specializing in the repair of household appliances, including televisions, radios and other small electronic devices.

Art gallery. An establishment offering for viewing and sale works of art to the general public.

Asphalt or concrete batching plant (permanent). A permanent installation of facilities and materials required to manufacture hot mix asphaltic concrete or Portland cement concrete.

Asphalt or concrete batching plant (temporary). A temporary installation of facilities and materials required to manufacture hot mix asphaltic concrete or Portland cement concrete. See section 115-63, Supplemental regulations.

Assembly hall. A building and grounds owned and operated by a public or private nonprofit organization which serves as a meeting facility for groups, and may provide social, educational, recreational, and developmental training programs.

Assembly plant. A facility for the assembly of equipment including automobiles, trucks, farm machinery, railroad cars, engines, and appliances from components fabricated for the most part in other locations.

Auto, auction. An enclosure or area, including outside storage, designed for the sale of automobiles at auction or using other sales techniques.

Auto, carwash. A facility or area for the cleaning or steam cleaning, washing, polishing, or waxing of passenger vehicles by machine or hand-operated facilities. A car wash may be:

- (1) A single unit type that has a single bay or a group of single bays with each bay to accommodate one vehicle only; or
- (2) A tunnel type that allows washing multiple vehicles in a tandem arrangement while moving through the structure.

Auto, gasoline or motor fuel sales with or without a convenience store. A facility or area designed for the retail sale of motor vehicle fuel dispensed from pumps with or without a convenience store offering for sale prepackaged food products, household items and other goods commonly associated with the same are sold.

Auto, impound lot/wrecker business. An accessory use where vehicles owned by someone other than the property owner are temporarily stored.

Auto, paint and body shop. An automobile related use where vehicles are repainted, the exterior repaired and replaced, frames straightened, damaged panels repaired and replaced, and window glass is repaired and replaced.

Auto, parts and accessory stores. An automotive store with the primary purpose of selling new auto parts and accessories for automobiles, trucks, and vans.

Auto, rental (car and truck). Establishments primarily engaged in the short-term rental or extended-term leasing of automobiles and trucks, not including truck tractors or semitrailers. No rental trucks shall be located in any multi-use shopping center.

Auto, repair garage. An enclosed facility designed for the repair and maintenance of automobiles, trucks, and vans with outside storage of vehicles if screened by the facility and located in the rear yard out of view from the public right-of-way. No repair or maintenance conducted outside of the garage on any vehicle including truck trailers and semitrailers. This definition includes any businesses that conducts automotive maintenance activities such as engine tune-ups, lubrication, minor repairs, and carburetor cleaning.

Auto, sales, new (outdoor). A motor vehicle retail establishment operated by a franchised dealer. A "franchised dealer" means a person who holds a franchised motor vehicle dealer's license issued under the Texas Transportation Code, and is engaged in the business of buying, selling, or exchanging new motor vehicles and servicing or repairing motor vehicles under a manufacturer's warranty at an established and permanent place of business under a franchise in effect with a manufacturer or distributor. For purposes of this definition, motor vehicles are not considered outside storage. Accessory uses may include the sale of used motor vehicles, auto service, and auto repair activities, as defined elsewhere in this Code.

Auto service station/convenience store. Reserved.

Auto service station/light maintenance. Reserved.

Auto, service station/restaurant. Any premises where gasoline and other petroleum products are sold as a principal use and in connection with the primary use, and a secondary use of a restaurant is provided.

Aviation field. An area improved for the landing or takeoff of aircraft, approved by the Federal Aviation Administration for operation as an airport.

Bakery or industrial confectionery. A facility which primarily produces large quantities of baked goods for distribution off of the premises.

Bakery or wholesale candy. A manufacturing facility for either baked goods or candy with the purpose of selling the products at off-site retail locations.

Bank, savings and loan association, financial institution. A building or premise offering banking, savings and loan, and other financial services. (Not including pawnshops as herein defined.)

Bar, tavern, or nightclub. Any establishment serving alcoholic beverages in which the principal business is the sale of such beverages at retail for consumption on the premises and where the sale of food for consumption on the premises is secondary. In addition, a dance floor or entertainment may be provided. (Does not include sexually oriented businesses.)

Beauty/barber or other personal shop. An establishment which provides personal services including haircuts, perms, color treatments, manicures, pedicures and other personal beauty services.

Bed and breakfast (nonresidential district). A tourist lodging service within the rooms of a dwelling located on a property served by a single utility meter and single water meter and wastewater service, occupied by a resident manager and located in a district zoned other than residential.

Bed and breakfast (residential district). A tourist lodging service within the rooms of a single-family residence occupied by the owner or resident manager and located on a property served by a single utility meter and single water and wastewater service within a residential district of the city.

Boardinghouse or lodginghouse. A building other than a hotel, motel, or other establishment that offers short-term accommodations for transients, occupied as a single housekeeping unit, where lodging or meals are provided for five or more persons for compensation, pursuant to previous arrangements.

Brick kiln or tile plant. A manufacturing facility for making brick or tile products, with product and raw material storage.

Building materials manufacturing. A facility for the production of building materials which include fiberglass, wallboard, shingles, etc.

Building materials sales. A distribution and sales center for retail and wholesale hardware, plumbing, lumber, and other materials used in the building trade.

Bus station, terminal. A facility for regularly scheduled bus services with passenger lounge and ticketing services.

Cabinet and upholstery shop. A shop for the assembly of cabinetry for domestic use and furniture repairing and upholstery.

Caretaker's or guard's residence. A residence located on a premises with a main nonresidential or residential use occupied only by an employee of the principal use. Manufactured or industrialized homes are not permitted for this use.

Carpet cleaning establishment. An establishment which provides commercial cleaning of carpeting and/or rugs as a retail service. Such service shall be performed in a consumer's home or place of business.

Cement or hydrated lime plant. A manufacturing facility and process for making cement, hydrated lime, and byproducts including storage of products and raw materials.

Cemetery or mausoleum. An area or structure designed to contain the remains of humans or animals for permanent interment.

Chemical laboratory. A facility for the on-site manufacturing processes used in chemical and associated laboratory manufacturing.

Clinic. Offices for one or more physicians, surgeons, chiropractors, or dentists engaged in the treatment of the sick or injured, but not including rooms for the abiding of patients.

Clothing store, retail/secondhand/thrift. An establishment which is engaged in retail sales of used clothing and associated materials, goods, and merchandise.

Community center. A place or facility dedicated to social or recreational activities, serving the city or a neighborhood thereof and owned and operated by the city, or by a nonprofit organization dedicated to promoting the health, safety, or general welfare of the city.

Contractor, electrical/mechanical/plumbing (no outside storage). A business whose primary use provides a service by installing electrical, mechanical, or plumbing systems; which may also have limited sales of electrical, mechanical, or plumbing supplies or equipment as a secondary use incidental to its primary use. No outside storage is permitted.

Contractor, electrical/mechanical/plumbing (outside storage permitted). A business whose primary use provides a service by installing electrical, mechanical, or plumbing systems which may also have limited sales of electrical, mechanical, or plumbing supplies or equipment as a secondary use incidental to its primary use. Outside storage permitted.

Contractor's storage or equipment yard. An area located on the same lot or separate lot, used for outside storage of construction equipment, including vehicles and construction material.

Copy shop. A small commercial printing shop which sells on-site most of the items printed along with associated items.

Correctional facilities (including pre-parole centers). A facility housing those who have been involved in the criminal justice system or related program and serving an adjudicated sentence, but not housing individuals convicted of violent or sexual crimes.

Dance hall. An establishment offering a dance floor and entertainment for the general public. (Does not include sexually oriented businesses.)

Day care center, adult. A facility that provides services under an adult day-care program on a daily or regular basis but not overnight to four or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility.

Day care center, child. A child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

Day care, in the home. A private residence that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker.

Department store. A store offering a variety of comparison and consumptive goods, including lawn and garden products, at a retail price to the general public.

Dwelling, assisted living facility. A facility intended to provide dwelling units for occupancy by persons requiring the level of care and support defined by the state as "supervised living."

Dwelling, caretaker/guard residence. A residential use located within the building or structure of a nonresidential use where quarters are occupied by an owner or employee of a business occupying some or all of the remainder of the building or structure where living facilities are distinctly separate from and secondary to the nonresidential structure or use.

Dwelling, four-family. A detached residential building containing four dwelling units.

Dwelling, HUD-code manufactured home. A structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on-site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems. The term does not include a recreational vehicle as defined by 24 CFR 3282.8(g).

Dwelling, industrialized housing. A residential structure that is designed for the use and occupancy of one or more families, that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site, and that is designed to be used as a permanent residential structure when the modules or modular components are transported to the permanent site and are erected or installed on a permanent foundation system. The term does not include any residential structure that is in excess of three stories or 49 feet in height as measured from the finished grade elevation at the building entrance to the peak of the roof. Industrialized housing includes the structure's plumbing, heating, air conditioning, and electrical systems. The term shall not mean nor apply to:

- (1) Housing constructed of sectional or panelized systems not utilizing modular components; or
- (2) Any ready-made home which is constructed so that the entire living area is contained in a single unit or section as a temporary location for the purpose of selling it and moving it to another location.

Dwelling, mobile home. A structure that was constructed before June 5, 1976, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on-site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

Dwelling, multifamily. A residential building containing five or more dwelling units, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, single-family. A detached residential building, not including a mobile home or a HUD-code manufactured home, which contains not more than one dwelling unit.

Dwelling, three-family. A detached residential building containing three dwelling units.

Dwelling, two-family. A detached residential building containing two dwelling units.

Electrical generating station. A facility designed to convert electrical current from other energy sources for consumption by dwellings and other structures.

Electrical substation. A facility designed to convert electrical current to a different phase or voltage prior to consumption by dwellings and other structures.

Electrical transmission line. A high voltage line used to transmit electrical current to or between electrical substations or long distances and customarily associated with towers.

Electronics manufacturing. A facility for the production of printed circuit boards, microchips and other electronic parts which may be assembled on-site into end products such as computers, televisions, radios and communication equipment.

Equipment, tool rental. An establishment that provides equipment and tools for rent by the general public to be used off-site. All storage of rental equipment and tools shall be contained within the limits of the primary structure.

Farm, truck garden, orchard, or nursery. A parcel of land used for the growing or raising of plants, shrubs, and trees and other agricultural products, including related structures thereon provided no sales office is maintained on the premises, and provided that no obnoxious fertilizer is stored upon the premises, and that no obnoxious soil or fertilizer processing is conducted thereon.

Frozen food locker/ice locker. A facility for the storage of frozen food or ice for retail sale for individual or family use, not including food processing, except for cutting or wrapping.

Funeral home/mortuary.

- (1) A building or part thereof used for human funeral services. Such building may contain space and facilities for:
 - a. Cremation facilities, embalming, and the performance of other services used in preparation of the dead for burial;
 - b. The performance of autopsies and other surgical procedures;
 - c. The storage of caskets, funeral urns, and other related funeral supplies; and
 - d. The storage of funeral vehicles.
- (2) Where a funeral home is permitted, a funeral chapel shall also be permitted.

Furniture or appliance store. A retail establishment offering home furnishings and appliances, including televisions, radios, and other electronic devices, for sale to the general public.

Garage, parking. A building or portion thereof, other than a private garage, used exclusively for parking or storage of self-propelled vehicles, but with no other services provided except facilities for washing.

Garage, private. A building for parking only of motor vehicles belonging to the occupant of the same premises, having an entrance door at least 16 feet in width and opening onto a paved or surfaced area used primarily as a driveway for motor vehicles.

Garage, public. A building other than a private or parking garage, used for the care or repair of self-propelled vehicles or where such vehicles are kept for remuneration, hire or sale.

Golf course, driving range. An establishment offering areas for driving of golf balls, including "pitch and putt" facilities.

Golf course, miniature. An establishment offering facilities for miniature golf.

Golf course, private. Rounds and facilities used in the playing of the game golf, for use by private membership on a site containing a total area of not less than 40 acres.

Golf course, public. Grounds and facilities used in the playing of the game golf, privately owned but open to the public for a fee and operated as a commercial venture.

Greenhouse or plant nursery. An establishment operated for commercial purposes, offering plants grown on-premises and off-premises and associated products for sale for use in connection with home gardening activities.

Grocery store. Retail grocery stores, commonly known as supermarkets, food stores, and grocery stores, primarily engaged in the retail sale of all sorts of canned foods, dry goods, fresh fruits and vegetables, and fresh and prepared meats, fish and poultry.

Group home for the disabled (see also family). A dwelling shared by four or more disabled persons, including resident staff, who live together as a single housekeeping unit and in a long-term, family-like environment in which staff persons provide care, education and participation in community activities for the residents with the primary goal of enabling the resident to live as independently as possible in order to reach their maximum potential. As used herein, a person is disabled if the person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak, or breathe is substantially limited because the person has:

- (1) An orthopedic, visual, speech, or hearing impairment;
- (2) Alzheimer's disease;
- (3) Pre-senile dementia;
- (4) Cerebral palsy;
- (5) Epilepsy;
- (6) Muscular dystrophy;
- (7) Multiple sclerosis;
- (8) Cancer;
- (9) Heart disease;
- (10) Diabetes;
- (11) Mental retardation;
- (12) Autism; or
- (13) Emotional illness.

Gymnasium. A building or room used for physical education and sports, which may be equipped with gymnastics or other sports-related equipment and which may have seating in which spectators may view sports activities.

Halfway house. A licensed home for inmates on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling are provided to mainstream residents back into society, enabling them to live independently. Such placement is pursuant to the authority of the local, state, or federal department of corrections, but not including individuals convicted of violent or sexual crimes.

Health club/recreation facility. An indoor facility including uses such as game courts, exercise equipment, locker rooms, Jacuzzi, and/or sauna and pro shop, gymnasiums, private clubs (athletic, health or recreational), reducing salons and weight control establishment.

Health service facilities (outpatient). Clinics, offices, dentist, doctors and/or other practitioners of the healing arts licensed or similarly recognized under the laws of the state. Also including offices for specialists in supportive health services such as physical, audio, and speech therapy, podiatry, and psychological testing and counseling, dental, medical, and optical labs, and blood banks.

Heliport. A landing facility for rotary wing aircraft subject to regularly scheduled use and may include fueling or servicing facilities for such craft.

Helistop. A landing pad for occasional and infrequent use by rotary wing aircraft with no fueling facilities.

Hobby shop. An establishment providing retail sales of items commonly associated with hobbies, including display area for hobbies.

Hobby studio, private. An accessory activity area, used by the occupants of the premises purely for personal enjoyment, amusement, recreation, or cultivation of artistic talents.

Home occupation. An occupation conducted in a dwelling unit or accessory building, provided that it is clearly "transparent" to the neighborhood and meets all of the requirements as defined in section 115-85(b), Conditions and special regulations for listed uses.

Hotel, apartment. A multifamily dwelling which furnishes for the use of its tenants services ordinarily furnished by hotels, but the privileges of which are not primarily available to the public.

Hotel/motel. One or more buildings containing individual living or sleeping units specially designed as temporary quarters for transient guests, including provisions for meals and personal services; "hotel" includes a tourist hotel, a motor hotel, and a motel, but does not include an apartment hotel.

Junkyard/vehicle salvage yard. Any establishment or place of business which is maintained, used, or operated for storing, keeping, buying, selling, trading, or other disposition of wrecked, scrapped, ruined, dismantled, or partially dismantled motor vehicles or motor vehicle parts, or any establishment or place of business maintained, used, or operated for the storing, keeping, buying, selling, trading, or other disposition of junk. The operation of junkyards shall be governed by the general rules and regulations applicable to junkyard and vehicle salvage yard operations within the city.

Kennel. Any lot or premises on which four or more dogs, cats, or other domestic animals, at least four months of age, are housed or accepted for boarding, trimming, grooming, or bathing for which remuneration is received.

Laboratory, medical and/or dental. A facility with materials and scientific and technological equipment designed for scientific experimentation, examination, evaluation, and documentation for medical and other technologies.

Laundry/cleaners, full-service. A retail establishment providing full-service laundry and dry cleaning services to the general public.

Laundry/cleaners, self-service. A retail establishment providing facilities for customers to launder or dry clean wearing apparel or other materials.

Laundry cleaning plant, commercial. A commercial laundry or cleaning plant doing cleaning or laundry for off-premises service outlets and retail establishments.

Library. Buildings and structures open for the general public, for which a fee may or may not be charged for the use of book collections.

Liquor Store (Packaged) is an establishment licensed by the State where the primary purpose, based on floor area, is the sale of packaged alcoholic liquor directly to the consumer for consumption off the premises. This use does not include Retail Sales, Tavern/Bar, or Restaurant.

Lithography or print shop. A large commercial printing shop with multiple presses and capabilities offering duplicating services including blueprinting and photostating.

Lodge, fraternity, sorority and clubs. An association of persons meeting regularly for their mutual benefit or for the promotion of some common purpose, supported jointly through payment of membership dues, all members having the right to vote on policies and business.

Lumber yard. An establishment for the sales, storage and distribution of pre-cut lumber and associated materials used in the building trade.

Machinery sales or repair (heavy). A facility for the storage, repair, outside sales or rental of heavy machinery or equipment.

Manufactured home park. An area designated, arranged or used for the parking or storing of one or more HUD-code manufactured homes which are occupied or intended for occupancy as temporary living quarters by individuals or families.

Manufacturing facility (heavy). A facility that utilizes raw material to forge, cast, mix, or otherwise create material used to build or assemble final products; may include the assembly and storage of integral components or the completed final product.

Manufacturing facility (light). A facility used for subassembly, or assembly of subassemblies for industrial purposes, and may conduct manufacturing that does not emit noise, odor, dust, or other hazards.

Massage establishment. A place of business that advertises or offers massage therapy or other massage services. The term includes a place of business that advertises or offers any service described by a derivation of the terms "massage therapy" or "other massage services."

Massage services. Massage therapy or other massage services.

- (1) "Massage therapy" means the manipulation of soft tissue by hand or through a mechanical or electrical apparatus for the purpose of body massage and includes effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics. The terms "massage," "therapeutic massage," "massage technology," "myotherapy," "body massage," "body rub," or any derivation of those terms are synonyms for "massage therapy."
- (2) "Other massage services" includes any services offered or performed for compensation at a massage establishment that involve physical contact with a client, and may include the use of oil, lubricant, salt glow, a heat lamp, a hot and cold pack, or a tub, shower, Jacuzzi, sauna, steam, or cabinet bath.

Medical care facility, hospital. An institution specializing in giving clinical, temporary, and emergency services of a medical or surgical nature to human patients and injured persons, and licensed by state law to provide facilities and services in surgery, obstetrics, and general medical practice including related facilities such as laboratories, outpatient departments, training facilities, central services facilities and staff offices that are an integral part of the facilities. Hospitals may include supportive retail and personal service uses operated by or under the control of the hospital primarily for the convenience of patients, staff and visitors.

Medical care facility, nursing and care homes. Any structure used for or occupied by persons recovering from illness or suffering from the infirmities of old age, including developments containing convalescent or nursing facilities.

Medical equipment sales, rental, and leasing services. An establishment including offices, stores, and display rooms for the display, sale, rental and leasing of medical equipment.

Mini-warehouse facility. A building or group of buildings in a controlled-access and fenced compound consisting of varying sizes of individual, compartmentalized, controlled-access, self-contained units that are leased or owned for the storage of business and household goods or contractor supplies.

Mobile food vendor court. A primary land use located on one or more platted lots where two or more mobile food vendor units are located to offer food or beverages for sale to the public, functioning as a single business and authorized to provide, tables, play areas, a permanent structure for alcohol sales, and other outdoor entertainment open to all customers of all vendors.

Museum, fine arts center, or art gallery. An institution for the collection, display, and distribution of objects of art or science and which is sponsored by or owned and operated by the city, a public or quasi-public agency and which facility is open to the general public.

Office, business. Any office in which chattels or goods, wares or merchandise are not commercially displayed, created, sold or exchanged.

Office, professional. A building or portion of a building wherein services are performed involving predominantly administrative, professional, or clerical operations, including but not limited to: insurance broker, public stenographers, real estate broker, stockbroker, and other persons who operate or conduct offices which do not require the stocking of goods for wholesale or retail sales.

Office, real estate development tract or field office. A temporary office for the purpose of selling real estate to the general public located on or adjacent to the real estate being offered for sale.

Oil field service business. An establishment offering sales, maintenance, and outside storage of oil field business equipment including rigs, machinery, servicing vehicles, pipe, drill stem, and devices used on or attached to oil wells.

Park, public. Any public or private land available for recreational, educational, cultural, or aesthetic use.

Pawnshop. A shop specializing in making small loans against personal property or buying used personal goods from individuals.

Payday loan business. Any business which provides loans typically known as "payday loans," "payday advances," or "deferred deposit loans" in which a cash advance in whole or part is made in exchange for a personal check or authorization to debit a deposit account; the amount of the check or authorized debit equals the amount of the advance plus a fee, and the person making the advance agrees that the check will not be cashed or deposited or the authorized debit will not be made until a designated future date.

Person. Every natural person, firm, partnership, association, corporation, or society. The term "person" shall include both the singular and plural, and the masculine shall include the feminine gender.

Pet shop. A shop offering small animals for sale, with associated goods and services.

Pharmaceutical plant. A facility for the production of drugs for medicine.

Pharmacy. An establishment offering prescription and over-the-counter pharmaceuticals and other associated products for sale to the public.

Photographic print shop. An establishment engaged in film editing, developing, and processing of photographs. May also provide for retail sale of cameras, film, and other photographic supplies and equipment to the general public.

Plastic products manufacturing. A facility for the production of molded products constructed out of plastic, fiberglass or other composite material.

Printing/publishing plant. An establishment offering reproduction services for the production of books, magazines, newspapers, and other published materials.

Private club. An association of members meeting regularly for their mutual benefit or for the promotion of some common purpose supported jointly through payment of membership dues, and regulated by the Texas Alcoholic Beverage Code in such instances where alcoholic beverages are sold to members.

Public safety facility, fire and police. A facility designed to provide public protection from dangers of fire and crime, including civil defense, operational centers, police and fire stations and training facilities.

Radio, television, microwave broadcast, relay or receiving towers, transmission or retransmission facilities. Structures supporting antennae and/or commercial satellite antenna dishes which are transmitting or receiving any portion of the radio spectrum, but excluding noncommercial antennae installations for home use of radio or television.

Radio, television studio. A facility designed to create and broadcast original source programming, or relay commercial programming from another source, including taped or prerecorded materials for any part of the radio spectrum for commercial consumption.

Recreational vehicle storage (commercial). A facility or location, which upon payment of a fee, provides for the parking and storage of recreational vehicles.

Recycling collection center. A building in which used materials such as newspapers, glassware, and metal cans are separated and processed prior to shipment to others who will use those materials to manufacture new products.

Recycling plant. A facility that is not a junkyard and in which recoverable resources, such as newspapers, magazines, books and other paper products, glass, metal cans, and other products are recycled, reprocessed, and treated to return such products to a condition in which they may again be used for production.

Rehabilitation care facility (criminal-psychiatric, mental disorders and substance abuse). A facility whose primary purpose is to provide residence and/or outpatient care, with supervisory personnel, to persons regardless of legal relationship, who have been involved in the criminal justice system or related program including parole or probation as authorized by the criminal justice system, and have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct.

Rehabilitation care facility (psychiatric and mental disorders). A facility which provides residence and/or outpatient care, with supervisory personnel, to persons regardless of legal relationship, who have demonstrated a tendency toward mental illness.

Rehabilitation care facility (substance abuse). A facility which provides residence and/or outpatient care, with supervisory personnel to persons regardless of legal relationship who have demonstrated a tendency toward alcoholism and/or drug abuse.

Religious institution. Churches and facilities for related activities including those of worship, fellowship and education that people regularly attend. A religious institution which, for a fee, provides day care and/or child care must seek a specific use permit; however, a religious institution which provides day care and/or child care services to its members during religious services without charge or fee is permitted within each designated zoning district permitting the particular religious institution.

Rental store (no outside storage). An establishment that provides equipment and goods for rent by the general public to be used off-site. All storage of rental equipment and goods shall be contained within the limits of the primary structure.

Rental yard (commercial and heavy equipment). An establishment that provides heavy equipment for rent to contractors or the general public to be used off-site. The storage of rental equipment or goods may occur either within the limits of the primary structure or may be displayed and stored outside of the primary structure. Areas reserved for repairs and maintenance of all equipment or goods must be within the primary structure.

Rental yard (domestic goods with outside storage). An establishment that provides domestic equipment and goods for rent to the general public to be used off-site. The storage of rental equipment or goods may occur either within the limits of the primary structure or displayed and stored on an improved surface outside the primary structure, not to include backhoes, front end loaders and tractors.

Repair shop (bicycle and small appliance). A shop specializing in the repair of household appliances and/or bicycles.

Restaurant (drive-in/drive-thru). Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages on the premises.

Restaurant (including cafe, lunch room, tea room). A business establishment whose principal business is the selling of unpackaged food to the customer in a ready-to-consume state, in individual servings, or in nondisposable containers, and where the customer consumes these foods while seated at tables or counters located within the building.

Restaurant, refreshment stand (temporary or seasonal). Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages from a temporary or permanent building on a temporary or seasonal basis.

Restaurant with alcohol. A business establishment whose principal business is the selling of unpackaged food and alcoholic beverages for on-premises consumption, to the customer in a ready-to-consume state, in individual servings, or in nondisposable containers, and where the customer consumes these foods while seated at tables or counters located within the building.

Retail, retail store or retail activities. An establishment engaged in selling goods or merchandise to the general public in small quantities for personal or household consumption and the rendition of services incidental to the sale of such goods.

Rodeo grounds/fairground. An outdoor entertainment area providing an arena for rodeo activities, including grandstands and bleachers for the viewing public, storage pens and facilities for the caring and presentation of livestock, and open area for exhibits and carnival activities.

School. A facility that provides a curriculum of elementary and secondary academic instruction, including kindergartens, elementary schools, junior high schools, and high schools.

School, business college. A facility that provides a curriculum limited to the teaching of office and business practices and skills.

School, college or university. An academic institution of higher learning, accredited or recognized by the state and offering a program or series of programs of academic study leading to a recognized degree or advanced degree, including junior and senior colleges, universities, conservatories and seminaries.

School, commercial trade. A business organized to operate for a profit and offering instruction and training in a trade such as welding, brick laying, machinery operation, and similar manual trades.

School, home. Educational activities consisting of a defined curriculum with the purpose of satisfying the state educational requirements and said educational activities being conducted in the home of a student living in the home. Said educational activities shall be considered to be a part of the housekeeping activities of a family.

School, home day. Educational activities consisting of a defined curriculum with the purpose of satisfying the state educational requirements and said educational activities being conducted in a home but not necessarily the home of the student living therein. There shall be no more than six unrelated students not living in the home in which the educational activities are being conducted. The total number of students living in the home in which the activities are being conducted shall not exceed 12 at any given time.

School, institution, rehabilitation and training center (private). A facility that provides rehabilitation and training operated or sponsored by chartered educational, religious or philanthropic organizations, but excluding uses such as trade schools, which are operated primarily on a commercial basis.

Servants' quarters. A dwelling unit located on the same lot or grounds as the main building, and used by servants employed on the premises and not rented or otherwise used as a separate domicile, and serviced through the same utility meters or connections as the principal use to which it is an accessory.

Shoe repair. An establishment offering shoe repair service to the general public.

Specialty and novelty establishment. An establishment which provides any or all of the following:

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- (1) Kits used, intended for use or designed for use in planting, propagating, cultivating, growing, or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived, as the term "controlled substance" is defined in V.T.C.A., Health and Safety Code ch. 481.
 - (2) Kits used, intended for use or designed for use in manufacturing, converting, producing, processing, or preparing controlled substances, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (3) Isomerization devices used, intended for use or designed for use in increasing potency of any species of plant which is a controlled substance, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (4) Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness, or purity of controlled substances, as the term "controlled substance," is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (5) Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (6) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose used, intended for use or designed for use in cutting controlled substances, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (7) Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana.
 - (8) Blenders, bowls, containers, spoons, and mixing devices used, intended for use, or designed for use in compounding controlled substances, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (9) Capsules, balloons, envelopes, and other containers used, intended for use or designed for use in packaging small quantities of controlled substances, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (10) Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (11) Hypodermic syringes, needles, and other objects used, intended for use or designed for use in parenterally injecting controlled substances into the human body, as the term "controlled substance" is defined in the Texas Controlled Substances Act (V.T.C.A., Health and Safety Code ch. 481).
 - (12) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body such as:
 - a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls;
 - b. Water pipes;
 - c. Carburetion tubes and devices;
 - d. Smoking and carburetion masks;
 - e. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;

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- f. Miniature cocaine spoons and cocaine vials;
 - g. Chamber pipes;
 - h. Electric pipes;
 - i. Air-driven pipes;
 - j. Chillums;
 - k. Bongs;
 - l. Ice pipes or chillers.
- (13) Wearing apparel containing obscene pictures or words; such apparel being T-shirts, belt buckles, jewelry or any other wearing apparel.
- (14) Salves, ointments, gels, creams, jellies, lotions and oils advertised for or designed as a sexual stimulus.
- (15) Magazines, books, records, cassettes, pictures, drawings and other similar material depicting and describing sexual conduct in a manner that is designed for adult use and consumption.
- (16) Incense.

Stable, private. A building designed for the keeping of horses or mules owned by the occupants of the premises and not kept for remuneration, hire, or sale; for not more than one horse or mule for each 36,000 square feet of lot area.

Stable, riding. A building designed for the keeping of horses or mules used for pleasure riding or driving, for boarding, or for hire including a riding track.

Stockyard. An area designed to receive and transfer large quantities of livestock, containing a number of holding pens, loading and unloading areas, ramps, and other facilities required for the handling of large quantities of livestock.

Studio. A facility for professional work or teaching of any form of commercial or fine arts, photography, music, drama, dance, but not including commercial gymnasium or dance hall.

Swimming pool, commercial. A swimming pool accessory facility, not part of the municipal or public recreational system, and not a private swim club, but where the facilities are available to the general public for a fee.

Swimming pool, private residential. A swimming pool accessory facility constructed for the exclusive use of the proprietor, when located in other than the minimum front yard, subject to the regulations of section 115-85(b), Conditions and regulations for listed uses.

Tattoo parlor. An establishment where trained personnel apply micro-injections of pigment to the dermal layer of skin. Not including establishments that provide permanent cosmetic make-up application.

Telephone exchange, switching or relay facility. A facility for the exchange, switching, relaying, or transmission of telephone services. Not including public business facilities, storage, or repair facilities.

Theater, indoor motion picture. An establishment offering motion pictures for viewing by the public.

Trailer, manufactured or industrialized home sales or rental. An area devoted to outside sales or rental of travel trailers, HUD-code manufactured homes, or industrialized housing. Rental for off-premises use only.

Trailer park for travel trailers. A lot of land upon which two or more travel trailers or recreational vehicle sites are located, established, or maintained for occupancy by travel trailers or recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

Travel bureau or consultant. An office that serves as a broker for airlines, trains or other transportation and lodging organizations and provides these services to the patron.

Utility buildings and structures. Power substations, water tanks or reservoirs, water or sewage treatment plant, including supportive structures such as pump and lift stations.

Veterinarian hospital (with outside pens). The office and clinic of a doctor of veterinary medicine, including outside treatment pens, and the boarding of animals on a temporary basis.

Veterinarian hospital (without outside pens). The office and clinic of a doctor of veterinary medicine for small domestic animal practice, which may include facilities for the temporary treatment or boarding of small animals but does not include outside treatment pens.

Veterinarian office only. The offices of a doctor of veterinary medicine with limited on-site treatment of small domestic animals.

Video/game rental store. A commercial establishment that provides as a service a library of video movies and video games which may be rented on a short-term basis and returned for reuse.

Warehouse showroom with retail sales. A sales and office facility for a product that by nature of the bulk dimensions of the product requires a larger than normal storage area ratio of sales to office area to maintain a normal operating product inventory. All activities and storage shall be totally within an enclosed building, and no manufacturing, fabrication, or assembly operation shall be conducted in any part of the unit except for articles to be sold at retail on the premises.

Warehousing and freight offices and storage. A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment, but excluding bulk storage of materials that are flammable or explosive or that create hazardous or commonly recognized offensive conditions.

Watch and/or jewelry sales and repair. An establishment offering repair services for jewelry, watches and other similar items.

Welding or machine shop. A facility for the machining or welding of metals, not including forging.

Wholesale club with membership sales. An establishment engaged in the warehousing, storage, and wholesaling of a general line of goods, which sells memberships in order for consumers to purchase items at wholesale prices.

(Code 2001, § 14.106; Code 2010, § 14.01.006; Ord. No. 1565, § I, 7-28-2014; Ord. No. 1599, §§ I, II(Exh.A), 8-17-2015; Ord. No. 1600, § I(Exh. A), 8-17-2015; Ord. No. 1648, § I(Exh. A), 10-16-2017)

Sec. 115-85 Permitted use table.

- (a) *Permitted use table legend.* The following table presents the zoning district classifications and the permitted uses within those classifications. Uses are listed in accordance with permitted uses (P), uses permitted by a specific use permit (S), uses permitted by special exception (SE), and prohibited uses (blank). Conditions are provided in this section. Conditions and special regulations are for listed uses.
- (b) Any land use located in the table below that predates zoning ordinance changes shall then be considered legal nonconforming per article II, administration and enforcement. Specific to section 115-31, nonconformities.

Permitted use	P
Prohibited use	(blank)
Special exception	SE
Specific use	S

Land Use	SFA	SF6	D	MF	MH	LB	GB	C	I	CF	GU	Special Conditions
Accessory building (business)						P	P	P		P		
Accessory building (industrial)									P			
Accessory building (residential)	P	P	P	P	P							
Amusement center (indoor)							S	S				2, 5, 7, 11, 16
Amusement center (outdoor)								S				2, 5, 7, 12, 14, 15
Amusement center teen club						S	P	P				2, 5, 7
Amusement center with alcohol								S				1, 5, 7
Amusement park								S	S			1, 3, 5, 7, 12, 14, 15
Animal grooming						S	P	P				2, 7, 17, 24
Animal hospitals and clinics (care and temporary boarding)								P	P			5, 7, 15
Antique shop						P	P	P				5, 7
Apparel alteration and repair shop						P	P	P				5, 7
Appliance repair (household)						S	P	P				5, 7
Art gallery						P	P	P				5, 7
Asphalt or concrete batching plant (permanent)												2, 3
Asphalt or concrete batching plant (temporary)									S			2, 7
Assembly hall							P	P		P		
Assembly plant									P			5, 7, 14, 15, 18

Auto parking lot (cars and pickup trucks only)						P	P	P	P	P	P	
Auto tire and battery retail							S	P				2, 5, 7, 14
Auto auction								S	S			2, 5, 7, 14, 18, 19, 20, 22
Auto, carwash						S	S					2, 5, 7, 11
Auto, gasoline or motor fuel sales with or without a convenience store						S	S	S	S			2, 5, 7, 11, 14, 16, 18, 20, 21, 22
Auto, impound lot/wrecker business									S			2, 3, 5, 8, 18, 22
Auto, paint and body shop								S	S			2, 5, 7, 14, 18, 20, 21, 22
Auto, parts and accessory stores						P	P	P				2, 5, 7, 11, 14, 20, 22
Auto, rental (car and truck)							S	S	S			2, 5, 7, 14, 18, 21
Auto, repair garage							S	S	S			1, 5, 7, 14, 18, 20, 21, 22
Auto, sales new (outdoor)							S	S				1, 5, 7, 12, 14, 18, 19, 20, 21, 22
Auto, service station/restaurant						P	P	P	P			2, 5, 7, 11, 22
Aviation field									SE			
Bakery or candy wholesale								S	P			2, 5, 7, 11, 15, 22
Bakery or confectionery, industrial									S			2, 5, 7, 11, 15, 22
Bank, savings and loan association, financial institutions						P	P	P				5, 7
Bar, tavern, or nightclub							S	S	S			1, 3, 5, 7, 15
Beauty/barber or other personal shop						P	P	P				5, 7
Bed and breakfast (nonresidential district)						S	P	P				2, 5, 7, 14, 29
Bed and breakfast (residential district)	S	S	S	S	S							1, 5, 7, 14, 29
Boarding or lodging house				S			P	P				2, 5, 7, 14, 36, 37
Brick kiln or tile plant									S			1, 5, 7, 14, 15, 18
Building materials manufacturing									S			2, 5, 7, 14, 15, 18
Building materials sales							S	P	P			2, 5, 7, 12, 14, 15, 18
Bus station, terminal								P	P			1, 5, 7, 14

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Cabinet and upholstery shop							S	P	S			2, 5, 7
Caretaker's or guard's residence	S	S	S	S	S	S	S	S	S	S		
Carpet cleaning establishment									P			1, 5, 7, 14
Cement or hydrated lime plant												2, 5, 7, 14, 15
Cemetery or mausoleum	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	1
Chemical laboratory									S			2, 5, 7, 14
Clinic						S	P	P	P			2, 5, 7
Clothing store/resale, secondhand, thrift							S	P				2, 5, 7, 14, 22
Community center										S	P	2, 5, 7
Contractor, electrical/mechanical/plumbing (no outside storage)							P	P	P			5, 7, 11
Contractor, electrical/mechanical/plumbing (outside storage)							S	S	P			2, 5, 7, 12
Contractor's storage or equipment yard								S	P			2, 5, 7, 12
Copy shop						S	P	P				2, 5, 7
Correctional facilities (including pre-parole centers)											S	2, 3, 5, 7
Dance hall							S	S				2, 5, 7
Day care center, adult	S	S	S	S	S	P	P	P		S		2, 5, 7
Day care center, child	S	S	S	S	S	P	P	P		S		2, 5, 7
Day care, in the home	S	S	S	S	S	P	P	P				13
Department store						P	P	P				5, 7, 11
Dwelling assisted living facility						S	S	P				2, 5, 7
Dwelling caretaker or guard residence									S			1
Dwelling, four-family	S											1, 7, 8, 11, 16, 30, 31, 32, 33
Dwelling, HUD-code manufactured home					P							
Dwelling, industrialized housing	P	P	P	P	P							
Dwelling, mobile home												
Dwelling, multifamily				P								
Dwelling, single-family attached			P									
Dwelling, single-family detached	P	P	P	P	P							
Dwelling, three-family												
Dwelling, two-family			P									
Electrical generating station											P	8
Electrical substation	P	P	P	P	P	P	P	P	P	P	P	8
Electrical transmission line	P	P	P	P	P	P	P	P	P	P	P	
Electronics manufacturing									P			5, 7, 14, 15, 18
Equipment/tool rental						S	S	P	P			2, 5, 7, 12, 14

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Farm, truck garden, orchard or nursery								S	S			2, 5, 7
Frozen food lockers/ice lockers								S	P			2, 5, 7
Funeral home/mortuary						P	P	P		S		2, 5, 7
Furniture or appliance store						S	P	P				5, 7
Garage, parking						P	P	P		S		5, 7
Garage, private	P	P	P	P	P	P	P	P	P			
Garage, public						S	P	P	P	S		2, 5, 7
Golf course, driving range							S	P	P			2, 5
Golf course, miniature golf						S	P	P				2
Golf course, private	S	S	S					P	P	S		2
Golf course, public	S	S	S					P	P	P		2
Greenhouse or plant nursery							S	P	P			2, 5, 7
Grocery store						P	P	P				5, 7, 11, 15, 16
Group home for the disabled	S	S	S	S	S	P	P	P		S		2
Gymnasium						S	S	P	S			2, 5, 7
Halfway house										S		2, 3
Health club/recreation facility						S	P	P				2, 5, 7
Health service facility (outpatient)						S	P	P				2, 5, 7
Heliports								S	P	S		2, 5, 7
Helistop						S	S	S	P	S		2, 5, 7
Hobby shop						P	P	P				5, 7
Hobby studio, private	P	P	P	P	P	P	P	P				5, 7
Home occupation	P	P	P	P	P	P						28
Home school	P	P	P	P	P							
Hotel, apartment						S	P	P				2
Hotel, motel							P	P				2, 5, 7
Junkyard or salvage yard												
Kennel									P			5, 7, 10, 17, 23
Laboratory, medical and/or dental								P	P			5, 7, 14, 15
Laundry cleaning plant									P			5, 7, 14, 15
Laundry, cleaners, self-service						S	P	P				2, 5, 7
Laundry/cleaners, full-service						S	P	P				2, 5, 7
Library										S	P	2, 5, 7
Liquor Store (Packaged)							S	S				1,5,7,38,39,40,
Lithography or print shop								S				2, 5, 7
Lodge, fraternity, sorority, clubs						S	P	P	S	S		2, 5, 7
Lumber yard								S	P			1, 5, 7, 14
Machinery sales or repair (heavy)								S	P			2, 5, 7, 12, 18, 22
Manufactured home park					P							
Manufacturing facility (heavy)									S			2, 5, 7, 18, 22
Manufacturing facility (light)								S	P			2, 5, 7, 18, 22

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Massage establishment							S	S	S			1, 5, 7
Medical care facility, hospital							P	P		S		2, 5, 7, 14, 15
Medical care facility, nursing and care homes						P	P	P		S		2, 5, 7, 14, 15
Medical equipment sales, rental and leasing						S	P	P				2, 5, 7
Mini-warehouse facility								S	P			1, 5, 8, 11, 14
Mobile food vendor court						S	P	P				2
Museum, fine arts center, or art gallery						P	P	P		S	P	
Office, business						P	P	P				5, 7
Office, professional						P	P	P				5, 7
Office, real estate development tract or field office	S	S	S	S	S	P	P	P	P			5, 7
Oil field service business								S	P			2, 5, 7, 14, 15
Park, public	P	P	P	P	P	P	P	P	P	P	P	
Pawnshop							S	P				2, 5, 7
Payday loan business												35
Pet shop							P	P				5, 7
Pharmaceutical plant									S			5, 7, 14, 22
Pharmacy						P	P	P				5, 7
Photographic print shop						P	P	P				5, 7
Plastic products manufacturer									S			2, 5, 7, 14, 22
Portable type storage containers						P	P	P				
Printing/publishing plant								S	P			1, 5, 7, 14
Private club						S	S	P	S			2, 5, 7
Public safety facility, fire and police	S	S	S	S	S	S	S	S	S	S	P	
Radio, television studio						S	P	P				2, 5, 7
Radio, television, microwave broadcast, relay/receiving towers, transmission	P	P	P	P	P	P	P	P	P			26
Recreational vehicle storage (commercial)						S	P	P	S			2, 5, 7, 14
Recycling collection center								S	P	S	P	2, 5, 7
Recycling plant									S			2, 5, 7, 14, 22
Rehabilitation care facility (criminal-psychiatric-mental-substance abuse)												2, 3, 5, 7
Rehabilitation care facility (psychiatric and mental disorders)							S	P	P			2, 3, 5, 7
Rehabilitation care facility (substance abuse)								S	S			2, 3, 5, 7
Religious institutions	P	P	P	P	P	P	P	P	P	P	P	2, 5, 7
Rental store (no outside storage)						P	P	P				5, 7, 11, 24

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Rental yard (commercial and heavy equipment)								S	S			2, 5, 7, 18, 22
Rental yard (domestic goods with outside storage)							S	P	S			2, 5, 7, 11
Repair shop (bicycle and small appliance)						P	P	P	P			2, 5, 7
Restaurant (drive-in or drive-thru)						S	S	S	S			2, 5, 7, 16
Restaurant (including cafe, lunch room, tea room)						P	P	P	P			2, 5, 7, 16
Restaurant, refreshment stand (temporary or seasonal)						S	P	P	S			2, 5, 7, 16
Restaurants with alcohol						P	P	P	P			2, 5, 7, 16
Retail						P	P	P				2, 5, 7, 11, 16
Rodeo grounds, fairgrounds										S		2
School						S	S	S	S	P		2, 5, 7, 16
School, business college						S	P	P		P		2, 5, 7
School, college or university						S	S	S		P		2, 5, 7
School, commercial trade						S	P	P				2, 5, 7
School, home	P	P	P	P	P							
School, home day	P	P	P	P	P							
School, institutions rehabilitation and training center (private)							S	P	P		S	2, 5, 7
Servants' quarters	S	S	S		S							2
Shoe repair						P	P	P				5, 7
Specialty and novelty establishment												
Stable, private	S	S				S	S	S	S			2, 5, 6, 7
Stable, riding								S	S			2, 5, 6, 7
Stockyards												2
Studio						P	P	P				5, 7
Swimming pool, commercial							P	P				1, 5, 7, 26
Swimming pool, private, residential	P	P	P	P	P							26
Tattoo parlor								S				2, 3, 5, 7
Telephone exchange switching or relay facility	P	P	P	P	P	P	P	P	P	P	P	
Temporary and portable type accessory buildings						S	S	S	S	S	S	
Theater, indoor motion picture							P	P				5, 7
Trailer park for travel trailers								S	S			2, 5, 7, 14
Trailer, manufactured or industrialized home sales/rental								S	P			2, 5, 7, 12
Travel bureau or consultant						P	P	P				5, 7
Utility building and structures	S	S	S	S	S	S	S	S	S	P	P	2, 5, 7

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Veterinarian hospital (with outside pens)									S			5, 7, 10, 23
Veterinarian hospital (without outside pens)							S	S	P			2, 5, 7
Veterinarian office only						P	P	P	P			5, 7
Video/game rental store						P	P	P				5, 7
Warehouse showroom with retail sales								S	P			2, 5, 7, 14
Warehousing and freight offices and storage								S	P			2, 5, 7, 11, 14, 22
Welding or machine shop								S	P			5, 7, 12, 20
Wholesale club with membership sales												1, 5, 7, 14

- (c) *Conditions and special regulations for listed uses.* The following describe conditions and special regulations for uses listed in the permitted use table. Additional requirements may be added to these listed herein by the planning and zoning commission and city council as deemed necessary to protect the health, safety, and general welfare of the citizens of the city. No construction or occupancy shall commence for any permitted use until the conditions herein stated or required by the planning and zoning commission have been met.
- (1) Site plan. A site plan will be required in accordance with section 115-115, Site plan requirements.
 - (2) A site plan in accordance with section 115-115, Site plan requirements, will only be required in districts which require a specific use permit.
 - (3) May not be located within 300 feet of any property zoned for a residential use or any property which is occupied by a church, public school, day care, or nursing home. The measurement of distance shall be measured as a radius from the edge of the property line.
 - (4) Permitted on a temporary basis only.
 - (5) All outdoor lighting, including parking lot lighting, shall be directional away from any property zoned or developed for residential uses.
 - (6) Any proposed stable or barn must be set back 150 feet from the property line. Only animals permitted within the corporate limits by the city Code will be permitted on-site.
 - (7) Must provide screening and/or landscaping consisting of fences/walls, beams [berms], or a combination of such from any abutting residentially zoned property.
 - (8) Must provide screening and/or landscaping along the perimeter of the property containing the use.
 - (9) Must meet the requirements of chapter 22, article X, Sexually Oriented Businesses.
 - (10) Pens, outdoor kennels, or animal runs must be located 150 feet from any residentially zoned property.
 - (11) No outside storage permitted.
 - (12) All outside storage areas shall be screened with either landscaping, fences/walls, beams [berms] or a combination thereof.
 - (13) A copy of the state certification of licensing or registration as described in human resources code § 42.052 must be provided to the city.
 - (14) Parking areas shall be designed such that vehicles do not face any residentially used street.
 - (15) Dumpster and loading areas shall not be located in areas adjacent to any abutting residential property.

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- (16) No trash dumpster shall be located within 50 feet of a residentially zoned property.
 - (17) No veterinary services shall be permitted.
 - (18) Such incidental parts, maintenance, and repair facilities shall be completely located within an enclosed building.
 - (19) Must only be used for the display and sale of automobiles that are in condition to be driven on or off the lot.
 - (20) Shall not be used for the storage of wrecked vehicles, or the dismantling of vehicles or the storage of vehicle parts.
 - (21) All vehicles being stored for repair shall be screened from all public rights-of-way.
 - (22) No semi-trailer truck or tractor parking will be allowed adjacent to any residentially zoned property.
 - (23) No outdoor boarding of animals may be permitted if adjacent to residentially zoned property.
 - (24) No outdoor exercise areas, runs, or holding pens may be located within 50 feet of any residentially zoned property.
 - (25) All equipment shall be stored and displayed on a hard, all-weather surface.
 - (26) Antenna and towers shall be permitted and regulated in accordance with section 115-116, antenna facilities. Special exception may be granted for sites not meeting the requirements of section 115-116.
 - (27) Swimming pools. It is the purpose of these provisions to recognize outdoor swimming pools as a potential attractive nuisance and to promote the public safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly or commercially owned or operated.
 - a. Permits and approvals. No swimming pool shall be constructed or used until a swimming pool building permit and certificate of occupancy have been issued therefor. No building permit and no final certificate of occupancy shall be issued unless the proposed sanitary facilities and water supply will comply with applicable local and state health department regulations.
 - b. Requirements. A swimming pool may be constructed and operated in conjunction with any permitted use or special use when:
 - 1. The pool is not located in any minimum yard space.
 - 2. A wall or fence, not less than six feet in height, with self-latching gates at all entrances, shall completely enclose either the pool area or the surrounding yard area, and such wall or fence shall not be located in a front yard.
 - 3. All lighting of the pool is shielded or directed to face away from adjoining residences. If lights are not individually shielded, they shall be so placed, or the enclosing wall or fence shall be so designed, that direct rays from the lights shall not be visible from adjacent properties.
 - 4. No broadcasting system is used for the purpose of advertising the operation of the pool or for the attraction of persons to the premises. This shall not prevent a public address system necessary or useful to the supervision of the pool and the safety of swimmers.
 - (28) Home occupations. In connection with the operation of a dwelling, any use permitted as a home occupation may be operated subject to compliance with the following conditions:
 - a. Is operated in its entirety within the dwelling unit and only by the person maintaining a dwelling therein.

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- b. Does not have a separate entrance from outside the building.
 - c. Does not display or create outside of the building or structure any external evidence of the operation of the home occupation, including, but not limited to any display or visible evidence of such home occupation from the garage area of the home or structure.
 - d. Does not have any employee or regular assistant not residing in the dwelling unit in which the home occupation is operated or maintained. Additionally, in no event shall employees or associates of a residential business or occupation meet at the residence for purposes of performing a dispatch function in connection with the home occupation.
 - e. No traffic shall be generated by such home occupation in a greater volume than would normally exist in a residential neighborhood. Any need for parking generated by the home occupation shall be satisfied with off-street parking and shall not result in more than two customer vehicles at any one time (other than residents) and parking in a required front yard is expressly prohibited.
 - f. Commercial delivery service shall not deliver goods or products to the home more than four times per month. Commercial delivery service shall be limited to vehicles which do not exceed 14,000 pounds and have two axles.
 - g. No equipment, process or work shall be used or conducted in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. In case of electrical interference, no equipment, process or work shall be used or conducted which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
 - h. No outdoor storage of any type shall be permitted with any home occupation.

(29) Bed and breakfast.

- a. The operation of a bed and breakfast as defined in this section shall be subject to compliance at all times with the following:
 - 1. Off-street parking on the property shall be provided on the basis of two spaces for the facility plus one space for each guest bedroom. Such off-street parking shall be located behind the front building line of the structure and shall be screened from public view; however, if the bed and breakfast facility is located in a nonresidential zoned district, screening shall be required only on the property lines that immediately abut any residentially zoned property.
 - 2. Where a bed and breakfast facility is located in a district zoned residential, the total guest bedroom area of the structure shall not exceed 50 percent of the total floor area of the dwelling.
 - 3. There shall be no clear and present danger as to fire and fire safety. Smoke detectors shall be placed in each individual bedroom which is offered for public use and smoke detectors shall also be placed in any hallway adjacent thereto.
 - 4. The plumbing and electrical systems in the structure shall be in compliance with the applicable codes of the city.
 - 5. Where a bed and breakfast facility is located in a district zoned residential, no sign shall be on any portion of the property, except a sign not exceeding one-half square feet in area indicating the address, and if desired, the name of the occupant or the establishment.
 - 6. No guest may stay at the premises for more than 15 consecutive days.

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- b. Annual inspections shall be required for each bed and breakfast facility to ensure ongoing compliance with the requirements of this Section.
 - c. If the actual authorized special exception use ceases for any reason, including storm, fire or other casualty, and such non-use continues for a period of six consecutive months, the special exception use shall automatically expire for non-use. Non-use, for the purpose of bed and breakfast facilities, shall be defined as two consecutive quarterly reports which indicate that no tax has been collected for two consecutive quarters on said bed and breakfast facility, or any other evidence which indicates that the bed and breakfast has not operated as a bed and breakfast for six consecutive months.
- (30) Zero lot line dwelling district shall require a two-car enclosed garage for each individual dwelling.
 - (31) Zero lot line dwelling district shall require a minimum floor space of 1,500 square feet per residential unit.
 - (32) Where a four-family dwelling zero lot line town home concept has four contiguous tracts/structures, access for purposes of landscape and maintenance to the rear yard of the two interior tracts/structures shall be by virtue of an access easement across the rear yard of each of the two exterior tracts/structures. Conveyance of interests in said zero lot line town home tracts/structures shall include access easements for purposes of landscape and maintenance in the conveyance instrument. The two exterior tracts/structures must provide for access to the rear yard of the tract/structure for landscape and maintenance purposes.
 - (33) Zero lot line dwelling districts shall require dedication to the city of park property equivalent to one-tenth of the total square footage of the development.
 - (34) May only be assembled on public school property or on city property for local, state, or national government purposes.
 - (35) May not be located within 1,000 feet of any other payday loan business or within 200 feet of any property used primarily for a single-family residence, a two-family residence, a town home, or an apartment building. The separation distances shall be measured from or to the outer wall of the payday loan business, and from or to the property line of the property containing the residential use.
 - (36) Boarding or lodging houses shall require off-street parking at a rate of one space for each tenant and one space for the manager (on site).
 - (37) Boarding or lodging houses shall meet all fire safety regulations including, but not limited to, fire alarm detection systems, fire suppression systems, egress illumination, commercial (Type 1) hood systems, emergency escape and rescue openings and a Knox box system.
 - (38) Liquor Stores (Packaged) shall only be permitted along the Denton Highway and Rufe Snow Drive Corridors, shall be limited to no more than one (1) location on each corridor, and shall have at least one drive approach facing the Denton Highway or Rufe Snow Drive Corridor.
 - (39) Separation. - Liquor Stores (Packaged) shall not be permitted within 2,000 feet of a Public School or 1,500 feet of a Public Park.
 - (40) Liquor Stores (Packaged) shall require a minimum floor area of 3,000 square feet along the Denton Highway corridor and 3,000 square feet along the Rufe Snow Drive Corridor.
- (d) *Classification of new and unlisted uses.* It is generally recognized that new types of land uses will develop, and forms of land use not anticipated may request to locate in the city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

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- (1) The building official shall refer the question concerning any new or unlisted use to the planning and zoning commission requesting an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of the facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage, and amount and nature thereof, enclosed or open storage, anticipated employment, and amount of noise, odor, fumes, dust, toxic material and vibration likely to be generated.
 - (2) The planning and zoning commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district within which such use should be permitted.
 - (3) The planning and zoning commission shall transmit its findings and recommendations to the city council as to the classification proposed for any new or unlisted use. The city council shall, by ordinance, adopt the recommendations of the planning and zoning commission, in accordance with section 115-35(c), or make such determination concerning the classification of such use as is determined appropriate.

(Code 2001, § 14.201; Code 2010, § 14.02.001; Ord. No. 1565, § II, 7-28-2014; Ord. No. 1599, § III(Exh. A), 8-17-2015; Ord. No. 1600, § I(Exh. A), 8-17-2015; Ord. No. 1604, § I(Exh. A), 9-8-2015; Ord. No. 1648, § II(Exh. B), 10-16-2017; Ord. No. 1680, § I, 10-22-2018; Ord. No. 1712, § II, 6-10-2019)

ARTICLE IV. – LIQUOR STORES (Packaged)*

Definitions.

1. *Liquor Store (Packaged).* is an establishment where the primary purpose, based on floor area, is the sale of packaged alcoholic liquor directly to the consumer for consumption off the premises. This use does not include Retail Sales, Tavern/Bar, or Restaurant.
2. *Off Premise.* Away from the property where alcoholic beverages are sold.
3. *State permit.* A permit issued by the (TABC) Texas Alcoholic Beverage Commission for the sale of alcohol.

Permit Required, Permit Fee, and Permit Renewal Fees.

- (a) *Permit required.* It shall be unlawful for any person to manufacture, distill, brew, import, transport, store for purposes of sale, distribute or sell any alcoholic liquor beverages within the City unless such person has obtained a City permit from the office of the City Secretary.
- (b) *Initial permit fee.* After approval by all necessary City departments, the permit application shall be deemed approved, and the City Secretary shall issue a City permit upon payment by the applicant of the initial permit fee. The City initial permit fee shall be equal to one-half (½) of the state fee required by the Texas Alcoholic Beverage Commission of every person that may be issued any state permit or license for the manufacture, distilling, brewing, importing, transporting, storing, distributing or sale of any alcoholic beverage, unless a different fee is allowed or required by state law. No City permit may be issued unless the initial permit fee is received. Please refer to the [Texas Alcoholic Beverage Commission Guide for Tax Assessor-Collectors](#) for a list of State Fees Paid to TABC. For a full listing of the fees or information about which liquor code applies to a type of business, visit [The TABC website](#).
- (c) *Renewal of permits.* All permits shall be renewed annually unless otherwise provided by state law. All permits shall terminate at midnight on the day before the anniversary date of their issuance and no permit shall be issued covering a term longer than one (1) year unless otherwise provided by state law.
- (d) *Annual permit renewal fee.* The City shall require payment of an annual permit renewal fee by all establishments selling alcoholic beverages within the City. The permit renewal fee shall be equal to one-half (½) of the state fee required by the Texas Alcoholic Beverage Commission of every person that may be issued any state permit or license for the manufacture, distilling, brewing, importing, transporting, storing, distributing or sale of any alcoholic beverage, unless a different fee is allowed or required by state law. Please refer to the [Texas Alcoholic Beverage Commission Guide for Tax Assessor-Collectors](#) for a list of State Fees Paid to TABC. For a full listing of the fees or information about which liquor code applies to a type of business, visit [The TABC website](#).
- (e) *Cancellation of permit.* The City Secretary may cancel a permit if a permittee fails to pay the permit renewal fee. The City Secretary shall send notice of such cancellation to the address on file with the permit application.
- (f) *Permit application.* Permit applications shall be kept on file in the City Secretary's office. The City Secretary shall issue a receipt for the initial permit fee and keep a record of the same in the City Secretary's office.

- (g) *Penalty.* A permittee who sells an alcoholic beverage without first having paid the initial permit fee or permit renewal fee under this section commits a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), except as otherwise provided by law or ordinance.

* Section Numbers to be determined.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
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Lexington Herald-Leader
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Modesto Bee
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The Olympian
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The News Tribune Tacoma
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San Luis Obispo Tribune
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Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
18806	93186	Print Legal Ad - IPL0030804		\$79.48	1	4.11

Attention: Raquel Guajardo

CITY OF WATAUGA
7105 WHITLEY RD
FORT WORTH, TX 761482024

NOTICE OF PUBLIC HEARING

PLANNING AND ZONING
COMMISSION
CITY HALL COUNCIL CHAMBER
7105 WHITLEY ROAD, WATAUGA,
TEXAS 76148
JULY 21, 2021
6:30 P.M.

Notice is hereby given of a public hearing to be held in the City of Watauga Council Chambers located at 7105 Whitley Road, Watauga, Texas 76148, on Wednesday, July 21, 2021, at 6:30 p.m. during the regular Planning and Zoning Commission meeting, for the purpose of hearing the following case:

ORD. 21-01: Public hearing to consider amendments to Section 115-6. Permitted principal, accessory, and specific use permit uses; Section 115-85. Permitted use table and, Chapter 4, Alcoholic Beverages of the Watauga Code of Ordinance regarding alcohol related uses.

Published on Friday, July 2, 2021, in the Star Telegram, Legal Notices Section.

I, Raquel Guajardo, Deputy City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, July 2, 2021, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

/s/ Raquel Guajardo
Raquel Guajardo, Deputy City Secretary
IPL0030804
Jul 2 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

No. of Insertions: 1

Beginning Issue of: 07/02/2021

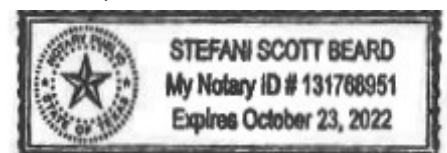
Ending Issue of: 07/02/2021

Amanda Grisham

Sworn to and subscribed before me this 1st day of July in the year of 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Notice of Public Hearings
Text Amendments to Zoning Ordinance

August 4, 2021

Dear Property Owner:

The City of Watauga Planning and Zoning (P&Z) Commission will hold a public hearing on a preliminary report to consider text amendments to the City's Zoning Ordinance allowing for the location of packaged liquor stores in general business and commercial zoning districts pursuant to a specific use permit. Additionally, text amendments limiting spacing between packaged liquor stores and spacing of such stores from sensitive land uses and public youth-related venues will be considered. The proposed amendments under consideration are available online at <https://www.cowtx.org/1530/Development-Services> - P&Z Commission's Preliminary Report link. An objective of the Planning and Zoning Commission is to finalize a report regarding the proposed Zoning Ordinance text amendments and forward the final report and recommendation to the City Council for action. The City Council will hold a public hearing to consider the final report and the text amendments. This letter is being sent to property owners within 200 feet of property subject to the zoning amendment. In accordance with state law, you are receiving this notice because the most recent Tarrant Appraisal District records reflect you are the owner(s) of one or more parcels within two hundred (200) feet of the subject property. A site map is attached for your information.

Public hearings on the zoning text amendments are scheduled as follows:

Planning and Zoning Commission

Wednesday, August 18, 2021 at 6:30 PM

City Council

Monday, September 13, 2021 at 6:30 PM

Council Chamber at Watauga City Hall
7105 Whitley Road, Watauga, Texas

If you are interested, you are invited to attend these meetings. If you wish to provide written comments or documentation to the Commission, please provide such comments or documentation by email: jgarcia@wataugatx.org. If you wish to protest or support this zoning text amendment, please see the attached form. If you have any questions, please contact me at 817-514-5827 or e-mail jgarcia@wataugatx.org.

Sincerely,

A handwritten signature in blue ink that reads 'Jeannette Garcia'.

Jeannette Garcia
Planning and Zoning Coordinator

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

Potential Liquor Store Locations along Rufe Snow and Hwy 377

Potential Liquor Store Locations - 200' Buffer

Parks

Schools

Schools - 2000' Buffer

Parks - 1500' Buffer

2020 Tad Parcels

N

W

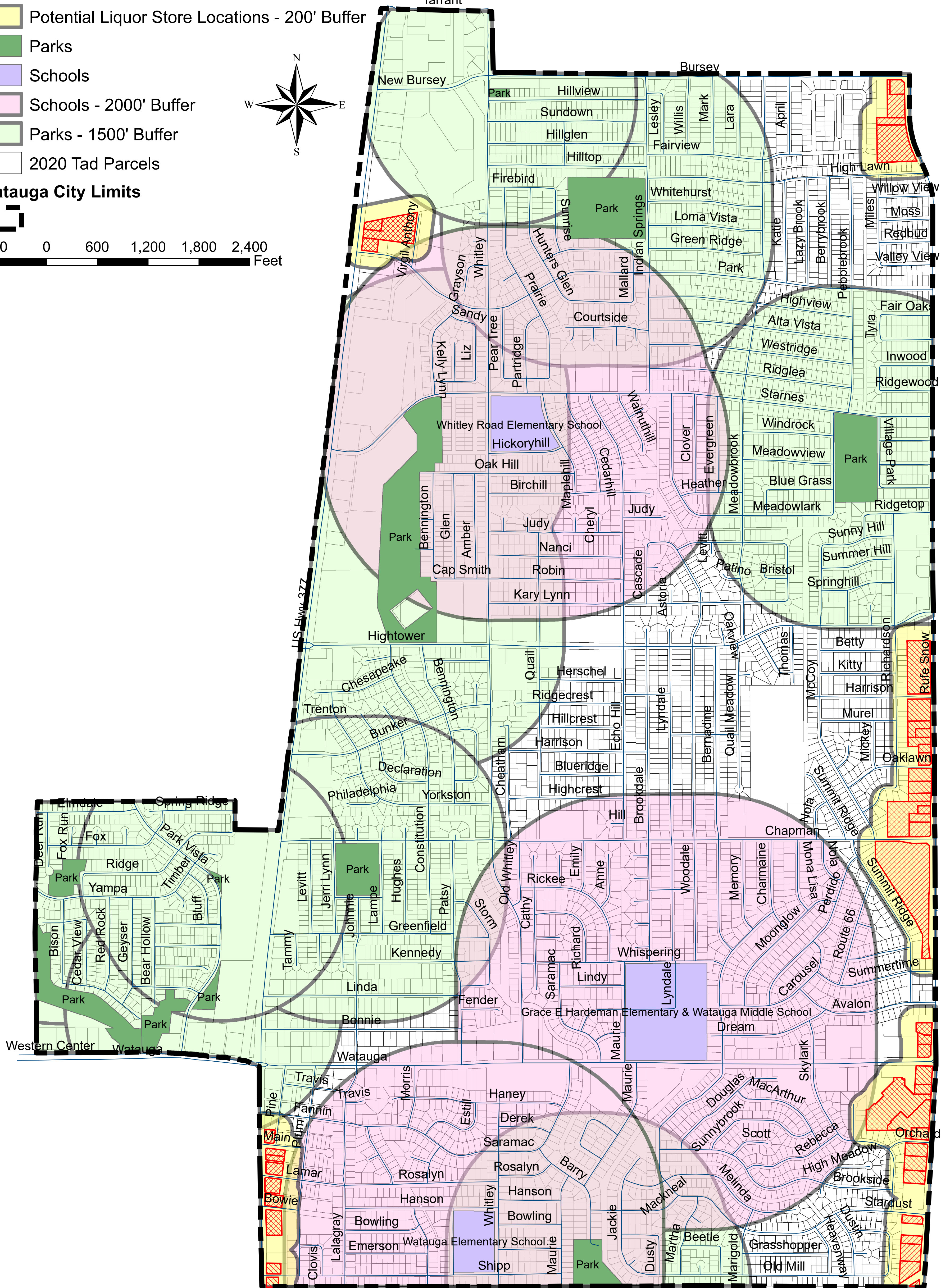
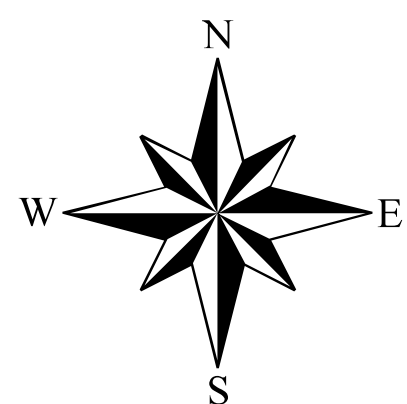
E

S

New Bursey

Tarrant

Park

The logo for Watauga Texas. It features the word "WATAUGA" in a large, blue, serif font with a gold outline. Above the "AUGA" part of the word are three wavy blue lines. Below the word "WATAUGA" is a horizontal blue line. Underneath this line, the word "TEXAS" is written in a smaller, blue, serif font, also with a gold outline. On either side of the word "TEXAS" is a gold feather graphic.

Date: 8/2/2021

To: City of Watauga, Texas

From: _____

(Address of Your Property that Could Be Impacted by this Request)

RE: Text amendments to the City's Zoning Ordinance allowing for the location of packaged liquor stores in general business and commercial zoning districts pursuant to a specific use permit; text amendments limiting spacing between packaged liquor stores and spacing of such stores from sensitive land uses and youth-related venues.

☐

I PROTEST THE PROPOSED ZONING AMENDMENT

☐

I SUPPORT THE PROPOSED ZONING AMENDMENT

Basis for your protest/support: _____

Printed Name

Signature

Date

Return to: City of Watauga Development Services
7800 Vigil R. Anthony Sr. Blvd.
Watauga, TX 76148
Email: jgarcia@wataugatx.org

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>



AGENDA MEMORANDUM

DATE: July 28, 2021

TO: Planning and Zoning Commission Members

FROM: Randy Richards, Building Official
Paul Hackleman, Director of Public Works

SUBJECT: Consider a preliminary report and hold a public hearing to receive comments for or against that report concerning a request for a zoning change from (LB) Local Business to (C) Commercial, at 6700 Denton Highway, being Block 23R of the Greenfield Village Addition. The subject property is located north of Chapman Road and east of Denton Highway. Applicant, Ali Behzadpour, Managing Member of InvMax LLC; consider action on a final report regarding same to City Council

BACKGROUND/INFORMATION:

The property, commonly known as 6700 Denton Highway, is currently zoned (LB) Local Business. The applicant is requesting the zoning change in efforts to allow more uses and be more business friendly. The zoning change request and land use is consistent with the surrounding districts allowing for commercial development and meets the Comprehensive Land Use Plan.

Properties adjacent to 6700 Denton Highway	Zoning	Current Land Use
North	CF	Church
South	LB	Auto Sales
East	SF6	Residential
West	PD	Park Vista Townhomes

The Planning and Zoning recommendation will go before the City Council during their regular meeting in September.

FINANCIAL IMPLICATIONS:

NA

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the Commission consider the comments received during the public hearing and staff recommendation of rezoning the property located at 6700 Denton Highway from (LB) Local Business to (C) Commercial



AGENDA MEMORANDUM

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. PZ Application - 6700 Denton Hwy
2. DEED OF TRUST - 033121105412612
3. ALTA Survey-0521000756-Watauga, TX-032621-CC
4. Public Hearing 200 ft notice - 6700 Denton Hwy - Greenfield Village
5. 6700 Denton Hwy - 200 ft. notices mailed - Spreadsheet
6. FWST Affidavit of Publication - IPL0034800

REVIEWED BY:

Randy Richards, Building Official	Approved - 8/13/2021
Paul Hackleman, Director of Public Works	Approved - 8/13/2021
Caroline Kelley, Attorney	Approved - 8/13/2021
Andrea Gardner, City Manager	Approved - 8/13/2021
Raquel Guajardo, Deputy City Secretary	Final Approval - 8/13/2021
<i>Approved as to form for inclusion on Agenda</i>	



Planning & Zoning Application

CASE NO. 21-02 P&Z Fee: \$600.00 Date Paid: 7/24/2021 Receipt #: 21-00741

SELECT ZONING APPLICATION TYPE:

☒ Zoning Change

☐ Specific Use Permit

☐ Planned Development

DEVELOPMENT INFORMATION

Project Address: 6700 Denton highway, watauga TX 76148

Project Name: Green field plaza

Legal Description: (Abstract) _____ (Tract) _____ (Block) 23-R (Lot) _____

(Survey) _____ (Addition) Greenfield Village

Current Zoning: Local Business (LB) Proposed Zoning: Commercial (C)

Current Use: shopping center Proposed Use: shoppin center

IF PROPERTY IS NOT PLATTED, PLEASE PROVIDE METES AND BOUNDS DESCRIPTION.

OWNER INFORMATION

NAME: INVMax LLC [Signature]

ADDRESS: 2800 S pipeline Rd Euless, TX 76040

PHONE: 682-738-6444 EMAIL: Ali@InvMax.com

I certify I have given my permission to the below representative to act on my behalf for zoning, specific use permit, platting or variance/special exception cases [Signature]

Owner Signature

For additional owners, please include additional copies of this page. The property owner may sign the application or submit a notarized letter of authorization. *Applicant, owner, and grantee of the specific use permit shall accept and agree to be bound by and comply with the written requirements of the specific use permit as attached to the site plan drawing and recommendation by the planning and zoning commission and approved by the city council.

REPRESENTATIVE/AGENT INFORMATION

NAME: _____

Please Print

Agent Signature*

BUSINESS NAME (If applicable): _____

Agent Title*

BUSINESS ADDRESS: _____

PHONE: _____ EMAIL: _____



Planning & Zoning Application

CERTIFICATION

I certify that the above information is correct and complete to the best of my knowledge and ability, and that I will be fully prepared to present the proposal at a Planning and Zoning Commission and City Council public hearing. I reserve the right to withdraw this proposal at any time by filing a written request with the Development Services Division.

*Application will be considered filed when project is set on an appropriate agenda.

InvMax LLC 7/22/21 [Signature]
Owner Name (Print) Date Owner Signature

Agent Name (Print) Date Agent Signature

State of Texas

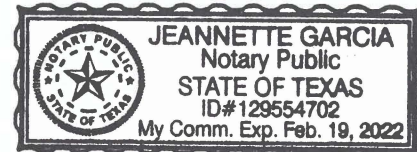
County of Tarrant

Before me, Jeannette Garcia the undersigned authority, on this day personally appeared Ali Behzadyour known to me, or proved to me on the oath of _____ or through Drivers License Verification, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this 26 day of July, 2021

[Signature]
Signature of Notary Public

My commission expires the 19 day of February, 2022



APPLICATION SUBMITTAL REQUIREMENTS

The following items are required with all types of applications:

- ☒ Zoning Application form (this form)
- ☒ Application filing fee (Non-refundable) \$600 – Zoning Change; \$600 – Planned Development; \$600 – Specific Use Permit, plus costs incurred by the City for postage, mailing, copying and other related expenses. \$150 - Specific Use Permit related to childcare in residential districts, plus costs incurred by the City for postage, mailing, copying and other related expenses.
- ☐ One 11"x17" copy of the subdivision Plat (If property is platted).
- ☐ One digital (PDF) copy of subdivision plat (if property is platted).
- ☐ If request is for (i) a portion of a platted lot, or (ii) an un-platted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by licensed surveyor must be provided electronically in Microsoft Word format and in paper copy.
- ☐ Original paid receipt or tax certificate indicating that property taxes have been paid for the property. The certificate may be obtained for a fee from the Tarrant County Tax Office at 100 E. Weatherford Street in downtown Fort Worth.
- ☐ Completed trip generation data form, if requested by the Director of Public Works or their designee. This will be used to determine if a traffic impact analysis will be required for the development.
- ☐ If the ownership does not match the ownership on the Tarrant County Appraisal District website, a warranty deed or corporate resolution stating who may act on behalf of the company stating "The company approves the application and agent" shall be submitted with this application. Please verify ownership prior to submitting the application.
- ☐ Additional information may be requested by the Development Review Team if deemed essential for review and consideration by Planning and Zoning Commission and City Council.
- ☐ Additional application submittal requirements, based on the specific type of application (see below).

ZONING CHANGE

- ☒ Three (3) copies of a zoning exhibit indicating the proposed land area of the zoning request. The exhibit must show the abutting properties, adjacent streets, and all structures on the property. A copy of a property survey less than two years old will satisfy this requirement.
- ☒ One digital (PDF) copy of the zoning exhibit.

SPECIFIC USE PERMIT

- ☐ A written statement describing what is to be achieved in the development proposal for the property.
- ☐ Electronic copy of a site plan showing the items indicated in the technical requirements described below for **SITE PLAN**.

PLANNED DEVELOPMENT

- ☐ A written statement describing what the applicant wants to achieve in the development of the property and how the proposal conforms to the development standards established in Section 115-62 (12) PD Planned Development District of the Zoning chapter. This statement should be prepared as a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including the use and ownership of open spaces. This is the applicant's opportunity to describe what they want to do with the property and why. The applicant may also submit drawings, photographs, company information, and other relevant material with the application.
- ☐ Confirmation of the required pre-submittal meeting with City Staff.
- ☐ Electronic copy of a site plan showing the items indicated in the technical requirements described below for **SITE PLAN**.

SITE PLAN

Applications requiring a site plan must show the items indicated in the technical requirements below. Sheet size for all plans must be 22" x 34" unless otherwise approved by the Development Services Division. All SUP's and where indicated on the Table of Uses require a Site Plan.

- ☐ Site Plan Layout
 - Location map, north arrow, graphic and written scale (not less than 1" = 60').
 - Existing zoning and land uses of properties adjacent to the site.
 - Existing structures on the site and exterior to the site within 25 feet of all property lines, including setbacks from property lines and dimensions between buildings.
 - Proposed site layout, including the size and dimensions of all lots.
 - The number of square feet of impervious area or surfaces and vegetated areas.
 - Proposed land uses and building locations, indicating setbacks from property lines and dimensions between buildings.
 - Square footage, acreage, and density of all proposed land uses and lots.
 - Location and gross area of all streets, sidewalks, approaches and other paved surfaces and its percentage of total property area.
 - Roadway speeds and distances to adjacent driveways from proposed driveways.
 - Location of all fire hydrants.
 - Location and height of all walls and fences.
 - Location of screened refuse containers, air conditioners, and outside storage or displays.
 - Gross area of open space areas and recreational areas and its percentage of total property area.
 - Existing and proposed public and private rights-of-way, easements, access points in the property, and street names.
 - Calculation and location of all off-street parking and loading facilities.
 - Location of all floodplains and watercourses.



Planning & Zoning Application

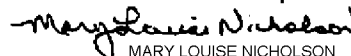
- Location, type, and elevation drawings of all signs, including ground-mounted and building-mounted signs.
- For residential uses, the number, type, and density of each type of dwelling unit (i.e., single-family, multi-family, townhouse, etc.).
- For requests of alcoholic beverage uses, provide distances from churches or hospitals. Distances shall be measured along property lines of the street fronts and from front door to front door, and in a direct line across intersections. For alcoholic beverage uses, provide distances from public schools. Distances shall be measured in a direct line from property line to property line, and in a direct line across intersections.
- ☐ Landscape Plan
 - Plans demonstrating compliance with standards described in Section 115-117 Landscape Regulations, showing all required and proposed landscaping, landscape setbacks, buffer zones, screening, and fencing.
- ☐ Building Elevations
 - Plans demonstrating compliance with standard materials accepted within the currently adopted International Building or International Residential Codes.
 - Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.
- ☐ Photometric Plan
 - Plans demonstrating compliance with standards described below:
 - a. Minimize adverse off-site impacts of lighting such as light trespass and glare.
 - b. Curtail light pollution, reduce skyglow and improve the nighttime environment.
 - c. Conserve energy and resources to the greatest extent possible.
 - d. Conformance with applicable codes. All outdoor lighting shall be installed in conformance with provisions of the code of ordinances, applicable electrical and energy codes, and applicable sections of the building code.
 - e. The provisions of these regulations shall apply to all new development, redevelopment, construction or new luminaire installations.
 - f. Except as otherwise noted, legal non-conforming luminaries may be repaired, maintained and replaced.
 - g. All exterior luminaries shall be placed so as to not cause light trespass or glare beyond the property line.
 - h. Submission of a photometric plan and data sheet showing the angle of cut off or light emissions in footcandles across the entire property and at the property lines.
- ☐ Engineering Plans
 - Civil engineering plans for all public and private improvements for street, water, sanitary sewer, stormwater, grading, and drainage. Plans must demonstrate compliance with accepted engineering practices and the code of ordinances for design and construction.
 - Traffic impact analysis or traffic circulation analysis, if required by the Director of Public Works or their designee for this property.

CHILD CARE/DAY CARE FACILITY (SUP)

- ☐ Show proof of compliance with all local and state rules, regulations, and license requirements.
- ☐ Fulfill all required steps described in the Code of Ordinances, Sections 22-79 through 22-81, pertaining to zoning approval for facilities in residential districts.
- ☐ Provide a list of signatures of all property owners within 200 feet of the proposed location; said list shall contain the personal signature and address of each property owner, together with such owner's statement of approval or disapproval or otherwise expressing opinions on the proposed nursery or kindergarten.

OFFICE USE ONLY: CASE APPROVED BY:

PLANNING & ZONING COMMISSION:	Yes _____ No _____	DATE: _____
CITY COUNCIL:	Yes _____ No _____	DATE: _____
ADDITIONAL P&Z FEE: _____	RECEIPT #: _____	DATE: _____


MARY LOUISE NICHOLSON
COUNTY CLERK

When Recorded, Return To:
Legend Bank, N. A.
P.O. Box 1081
Bowie, Texas 76230

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

DEED OF TRUST
SECURITY AGREEMENT - FINANCING STATEMENT-FIXTURE FILING-
ASSIGNMENT OF RENTS

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

That, effective as of the 26th day of March, 2021, **INVMAX, LLC, a Texas limited liability company** (hereinafter, whether one or more, jointly and severally called "Grantor"), whose mailing address is 6700 Denton Highway, Watauga, Texas 76148, in consideration of the debt and trust hereinafter mentioned, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Jeff Brooks, Trustee, whose address for notice is P.O. Box 1081, Bowie, Texas 76230 (as hereinafter defined), the following described property (all of which is sometimes referred to collectively herein as the "Property");

(i) the real estate situated in Tarrant County, Texas, which is more particularly described in Exhibit A attached hereto and made a part hereof for all purposes the same as if set forth herein verbatim, together with all right, title and interest of Grantor in and to (a) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the real property or the Improvements (as hereinafter defined); (b) any strips or gores between the real property and abutting or adjacent properties; and (c) all water and water rights, timber, crops and mineral interests pertaining to the real property (such real estate and other rights, titles and interests being hereinafter sometimes called the "Land");

(ii) all buildings, structures and other improvements (such buildings, structures and other improvements being hereinafter sometimes called the "Improvements") now or hereafter situated on the Land;

(iii) all fixtures, equipment, systems, machinery, furniture, furnishings, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning,

development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, including, but without limiting the foregoing, any and all fixtures, equipment, machinery, systems, facilities and apparatus for heating, ventilating, air conditioning, refrigerating, plumbing, sewer, lighting, generating, cleaning, storage, incinerating, waste disposal, sprinkler, fire extinguishing, communications, transportation (of people or things, including, but not limited to, stairways, elevators, escalators and conveyors), data processing, security and alarm, laundry, food or drink preparation, storage or serving, gas, electrical and electronic, water, and recreational uses or purposes; all tanks, pipes, wiring, conduits, ducts, doors, partitions, rugs and other floor coverings, wall coverings, windows, drapes, window screens and shades, awnings, fans, motors, engines and boilers; and decorative items and art objects (all of which are herein sometimes referred to together, as the “Accessories”);

(iv) all (a) plans and specifications for the Improvements; (b) contracts relating to the Land, or the Improvements or the Accessories or any part thereof; (c) deposits, (including, but not limited to, Grantor’s rights in tenants’ security deposits, deposits with respect to utility services to the Land, or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Document (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles (including, but not limited to, trademarks, trade names and symbols), notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land, or the Improvements or the Accessories or any part thereof; (d) permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land, or the Improvements or the Accessories or any part thereof; (e) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (f) other properties, rights, titles and interests, if any, specified in any Section or any Article of this Deed of Trust as being part of the Property; and

(v) all (a) proceeds of or arising from the properties, rights, titles and interests referred to above in paragraphs (i), (ii), (iii) and (iv), including, but not limited to, proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and (b) other interests of every kind and character, and proceeds thereof, which Grantor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (i), (ii), (iii) and (iv) and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests. In the event the estate of Grantor in and to any of the Property is a leasehold estate, this

conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other further or additional title, estates, interest or rights which may exist now or at any time be acquired by Grantor in or to the property demised under the lease creating such leasehold estate and including Grantor's rights, if any, to the property demised under such lease and, if fee simple title to any of such property shall ever become vested in Grantor such fee simple interest shall be encumbered by this Deed of Trust in the same manner as if Grantor had fee simple title to said property as of the date of execution hereof.

TO HAVE AND TO HOLD the Property, unto Trustee and Trustee's successors, substitutes or assigns, in trust and for the uses and purposes herein set forth, forever, together with all rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto, subject only to the Permitted Exceptions (herein so called) if any listed on Exhibit B attached hereto (to the extent that the same are valid, subsisting and affect the Property), and Grantor, for Grantor and Grantor's successors, hereby agrees to warrant and forever defend, all and singular, the Property unto Trustee and trustee's successors or substitutes in this trust against the claim or claims of all persons claiming or to claim the same or any part thereof, subject, however, as aforesaid.

ARTICLE I THE OBLIGATION

Section 1.1. Beneficiary. This Deed of Trust [as used herein, the expression "this Deed of Trust" shall mean this Deed of Trust, Security Agreement-Financing Statement- Fixture Filing- Assignment of Rents], and all rights, title, interest, liens, security interests, powers and privileges created hereby or arising by virtue hereof, are given to secure payment and performance of the Obligation (as hereinafter defined), including the indebtedness described in Section 1.2 hereof payable to the order of LEGEND BANK, N. A., a national banking association ("Beneficiary"), whose mailing address is P.O. Box 1081, Bowie, Texas 76230. The word "Beneficiary," as used herein, shall mean Beneficiary named in this Section and all subsequent holders of the Note at the time in question.

Section 1.2. Obligation. The word "Obligation," as used herein, shall mean all of the indebtedness, obligations and liabilities described as follows:

(a) the indebtedness evidenced by that certain note (the "Note") of even date herewith, incorporated herein by this reference, executed by Grantor, payable to the order of Beneficiary in the principal amount of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00), bearing interest as therein specified, containing an attorney's fee clause, interest and principal being payable as therein specified, and maturing on April 10, 2041;

(b) all other indebtedness, obligations and liabilities arising pursuant to the provisions of this Deed of Trust, any other security agreement, mortgage, deed of trust, collateral assignment, pledge agreement, loan agreement, contract or assignment of any kind, now or hereafter existing, as security for or in connection with payment of the Obligation or any part thereof and of any other

document evidencing, securing or executed in connection with the Obligation (herein referred to individually as a "Loan Document" and collectively as the "Loan Documents");

(c) all other and any additional debts, obligations and liabilities of every kind and character of Grantor, whether now or hereafter existing, in favor of Beneficiary, regardless of whether such debts, obligations and liabilities be direct or indirect, primary, secondary, joint, several, joint and several, fixed or contingent, unsecured or secured by additional or different securities, it being contemplated by Grantor and Beneficiary that Grantor may hereafter become indebted to Beneficiary in further sum or sums; and

(d) any and all renewals, modifications, rearrangements, amendments or extensions of all or any part of the indebtedness, obligations and liabilities described or referred to in Subsections 1.2(a), 1.2(b) and 1.2(c) preceding.

Grantor, and each party at any time claiming an interest in or lien or encumbrance against the Property, agrees that all advances made by Beneficiary from time to time under any of the Loan Documents, and all other portions of the obligation herein referred to, shall be secured by this Deed of Trust with priority as if all of the same had been advanced, had arisen or became owing or performable on the date of this Deed of Trust. No reduction of the outstanding principal balance under the Note shall extinguish, release or subordinate any rights, titles, interests, liens, security interests, powers or privileges intended, created or arising hereunder or under any other Loan Document, and this Deed of Trust shall remain in full force and effect as to any subsequent advances or subsequently arising portions of the Obligation without loss of priority until the Obligation is fully paid, performed and satisfied, all agreements and obligations, if any, of Beneficiary for further advances have been terminated and this Deed of Trust has been released of record by Beneficiary.

ARTICLE II

CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR

Section 2.1. Warranties and Representations. Grantor represents, warrants and undertakes that:

- (a) Grantor has full right and authority to execute and deliver this Deed of Trust;
- (b) Grantor has, in Grantor's own right, good and indefeasible title in fee simple to the Property free from any encumbrance superior to the indebtedness hereby secured, subject only to the Permitted Exceptions;
- (c) no part of the Property is Grantor's homestead of any type or character and this Deed of Trust is and shall continue to be a valid and enforceable lien and security interest against the Property until the Obligation is fully discharged;

(d) Grantor is solvent and no proceeding under any Debtor Relief Laws (as hereinafter defined) is pending or threatened by or against it, or any affiliate of it, as a debtor;

(e) if Grantor is a corporation, partnership or other entity, Grantor is and shall until the Obligation is fully discharged continue to be (i) duly organized and validly existing in good standing under the laws of the state of Grantor's organization, and in good standing under Texas law, (ii) in compliance with all conditions prerequisite to Grantor's lawfully doing business in the State of Texas and (iii) possessed of all power and authority necessary to own and operate the Property;

(f) all Loan Documents executed by Grantor have been duly authorized, executed and delivered by Grantor, and the obligations thereunder and the performance thereof by Grantor in accordance with their terms are within Grantor's powers and are not in contravention of any law, agreement or restriction to which Grantor or the Property is subject;

(g) the loan evidenced by the Note is solely for the purpose of carrying on or acquiring a business of Grantor, and is not for personal, family, household or agricultural purposes;

(h) the statement above of Grantor's mailing address is true and correct;

(i) all reports, financial statements and other information heretofore furnished to Beneficiary by or on behalf or at the request of Grantor with respect to the Property, Grantor, any guarantor or other party liable for payment or performance of the Obligation or any part thereof are, and all of the same hereafter furnished to Beneficiary will when furnished be, true, correct and complete in all material respects and do not, or will not, omit any fact, the inclusion of which is necessary to prevent the facts contained therein from being materially misleading; and

(j) since the date of the financial statements of Grantor or of any guarantor or other party liable for payment or performance of the Obligation or any part thereof heretofore furnished to Beneficiary, no material adverse change has occurred in the financial condition of Grantor or any such other party, and, except as heretofore disclosed in writing to Beneficiary, Grantor or any such other party has not incurred any material liability, direct or indirect, fixed or contingent.

Section 2.2. Covenants. Grantor, for Grantor and Grantor's successors and permitted assigns, hereunder covenants, agrees and undertakes to

(a) pay and perform the Obligation in accordance with the terms thereof;

(b) pay or cause to be paid, before delinquent, all taxes and assessments of every kind or character in respect of the Property or any part thereof and, from time to time upon request of Beneficiary, to furnish to Beneficiary evidence satisfactory to Beneficiary of the timely payment of such taxes and assessments and governmental charges (the word "assessments" as used herein includes not only assessments and charges by any governmental body, but also all other assessments and charges of any kind, including, but not limited to, assessments or charges for any utility or

utility service, easement, license or agreement upon, for the benefit of, or affecting the Property, and assessments and charges arising under subdivision, condominium, planned unit development or other declarations, restrictions, regimes or agreements);

(c) purchase policies of insurance with respect to the Property with such insurers, in such amounts and covering such risks as shall be satisfactory to Beneficiary;

(d) cause all insurance (except general public liability insurance) carried in accordance with Subsection 2.2(c) hereof to be payable to Beneficiary as a mortgagee and not as a co-insured, to deliver copies of such policies of insurance to Beneficiary, and, in the case of all policies of insurance carried by each lessee of all or any portion of the Property for the benefit of Grantor, to cause all such policies to be payable to Beneficiary as Beneficiary's interest may appear;

(e) pay, or cause to be paid, all premiums for insurance required hereunder at least ten (10) days before such premiums become due, furnish to Beneficiary satisfactory proof of the timeliness of such payments and deliver all renewal policies to Beneficiary at least ten (10) days before the expiration date of each expiring policy;

(f) comply with all federal, state, or municipal laws, rules, ordinances and regulations applicable to the Property and Grantor's ownership, use and operation thereof, and comply with all, and not violate any, easements, restrictions, agreements, covenants and conditions with respect to or affecting the Property or any part thereof;

(g) at all times maintain, preserve and keep the Property in good repair and condition and presenting a first class appearance, and from time to time, make all necessary and proper repairs, replacements and renewals, and not commit or permit any waste on or of the Property, and not to do anything to the Property that may impair its value;

(h) promptly pay all bills for labor and materials incurred in connection with the Property and never permit to be created or to exist in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest on a parity with or superior to any of the liens or security interests hereof;

(i) from time to time, at the request of Beneficiary, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or in any other Loan Document or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements and assignments of rents or leases) and perform such further acts and provide such further assurances as may be necessary, desirable or proper, in Beneficiary's opinion, to carry out more effectively the purposes of this Deed of Trust and such other instruments and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof or thereof to be covered hereby or thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements,

or appurtenances to the Property; and (iii) execute, acknowledge, deliver, procure, and file and/or record any document or instrument (including specifically, but without limitation, any financing statement) deemed advisable by Beneficiary to protect the liens and the security interests herein granted against the rights or interests of third persons, and Grantor will pay all costs connected with any of the foregoing;

(j) from time to time, upon the request of Beneficiary, promptly furnish to Beneficiary financial statements and other financial information as requested by Beneficiary, and without limiting the foregoing, furnish the following information to Beneficiary as follows:

- (i) On or before ninety (90) days after the end of each fiscal year, annual financial statements, including a Balance Sheet and an Income Statement;
- (ii) On or before ninety (90) days after the end of each fiscal year, personal financial statements for any guarantors of the Obligations; and
- (iii) As soon as available, but in no event later than ninety (90) days after the applicable filing date for the tax reporting period, tax returns for the Grantor and any guarantors of the Obligations.

All such financial statements and information will be prepared in accordance with sound accounting practices consistently applied.

(k) at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens or security interests created hereby, or upon the Obligation or any part thereof, immediately pay all such taxes; provided that, if such law as enacted makes it unlawful for Grantor to pay such tax, Grantor shall not pay nor be obligated to pay such tax, and in the alternative, Grantor may, in the event of the enactment of such a law, and must, if it is unlawful for Grantor to pay such taxes, prepay the Obligation in full within sixty (60) days after demand therefor by Beneficiary;

(l) at any time and from time to time, furnish promptly upon the request of Beneficiary, a written statement or affidavit, in form satisfactory to Beneficiary, stating the unpaid balance of the Obligation and that there are no offsets or defenses against full payment of the Obligation and the terms hereof, or, if there are any such offsets or defenses, specifying them;

(m) not cause or permit the Accessories or any part thereof, to be removed from the county and state where the Land is located, except items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new if otherwise authorized under the Loan Documents;

(n) not seek or acquiesce in a zoning reclassification of any portion of the Property or grant any easement, dedication, plat or restriction (or allow any easement to become enforceable by prescription) covering any portion of the Property, without Beneficiary's prior written consent;

(o) not, without the prior written consent of Beneficiary, permit any drilling or exploration for or extraction, removal or production of any mineral, natural element, compound or substance from the surface or subsurface of the Land regardless of the depth thereof or the method of mining or extraction thereof and agree to defend, indemnify, save and hold Beneficiary, its officers, agents, servants, employees, successors and assigns harmless from any and all claims, liabilities, losses or expenses which may be incurred by Beneficiary, and any and all other expenses or losses, either direct or consequential, which are attributable, or alleged in any way to be attributable, to the development and exploitation of mineral rights in, on or around the Property by Grantor or any other party; and

(p) subject to the provisions of Section 7.7 hereof, pay on demand all reasonable and bona fide out-of-pocket costs, fees and expenses and other expenditures, including, but not limited to, reasonable attorneys' fees and expenses, paid or incurred by Beneficiary or Trustee to third parties incident to this Deed of Trust or any other Loan Document (including, but not limited to, reasonable attorneys' fees and expenses in connection with the negotiation, preparation and execution hereof and of any other Loan Document and any amendment hereto or thereto, any release hereof, any consent, approval or waiver hereunder or under any other Loan Document, the making of any advance under the Note, and any suit to which Beneficiary or Trustee is a party involving this Deed of Trust or the Property) or incident to the enforcement of the Obligation or the exercise of any right or remedy of Beneficiary under any Loan Document.

ARTICLE III

DEFAULTS AND REMEDIES OF BENEFICIARY

Section 3.1. Default. The term "Default," as used herein, shall mean the occurrence of any one or more of the following events:

(a) the failure of Grantor to pay any sum of money in accordance with the Obligation or any part thereof, as it becomes due and payable, whether at the scheduled due date thereof or when accelerated pursuant to any power to accelerate, or otherwise; or

(b) the failure of Grantor to punctually and properly perform, observe or comply with any covenant, agreement, undertaking or condition contained herein, or in the Note, or any renewal, modification, rearrangement, amendment or extension thereof, or in any Loan Document (other than covenants to pay any sum of money in accordance with the Obligation); or

(c) a default under and pursuant to any other mortgage or security agreement which covers or affects any part of the Property; or

(d) the execution by Grantor of an assignment for the benefit of creditors or the admission in writing by Grantor of Grantor's inability to pay, or Grantor's failure to pay, debts generally as the debts become due; or

(e) the levy against the Property or any part thereof, of any execution, attachment, sequestration or other writ which is not vacated within thirty (30) days after the levy; or

(f) the appointment of a receiver, trustee or custodian of Grantor, or of the Property or any part thereof, which receiver, trustee or custodian is not discharged within thirty (30) days after the appointment; or

(g) the filing by Grantor as a debtor of a petition, case, proceeding or other action pursuant to, or the voluntary seeking of the benefit or benefits of, Title 11 of the United States Code, as now or hereafter in effect, or any other law, domestic or foreign, as now or hereafter in effect relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement, or composition or extension or adjustment of debts, or similar laws affecting the rights of creditors (Title 11 of the United States Code and such other laws being herein referred to as “Debtor Relief Laws”), or the taking of any action in furtherance thereof; or

(h) the filing by Grantor of either a petition, complaint, answer or other instrument which seeks to effect a suspension of, or which has the effect of suspending any of the rights or powers of Beneficiary or Trustee granted in the Note, herein or in any Loan Document; or

(i) the filing of a petition, case, proceeding or other action against Grantor as a debtor under any Debtor Relief Law or seeking appointment of a receiver, trustee, custodian or liquidator of Grantor or of the Property, or any part thereof, or of any significant portion of Grantor’s other property, and (i) Grantor admits, acquiesces in or fails to contest diligently the material allegations thereof, or (ii) the petition, case, proceeding or other action results in the entry of an order for relief or order granting the relief sought against Grantor, or (iii) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of filing; or

(j) the discovery by Beneficiary of information establishing that any representation or warranty made by Grantor herein or in any Loan Document is false, misleading, erroneous or breached in any material respect; or

(k) abandonment by Grantor of all or any portion of the Property; or

(l) dissolution or liquidation of the Grantor or termination or forfeiture of Grantor’s right to do business, or, if Grantor is an individual, the death of Grantor; or

(m) the failure of Grantor to immediately pay any final money judgment against Grantor;
or

(n) the occurrence of any event referred to in Subsections (d), (f), (g), (h), (i), (l) and (m) above with respect to any guarantor or other person or entity obligated in any manner to pay or perform the Obligation or any part thereof (as if such guarantor or other person or entity were “Grantor” in such Subsections).

Section 3.2. *Beneficiary's Remedies Upon Default.* Upon a Default, after the giving of any required notice and expiration of any applicable cure period provided in the Note, Beneficiary may, at Beneficiary's option, do any one or more of the following:

(a) If Grantor has failed to keep or perform any covenant whatsoever contained in this Deed of Trust, Beneficiary may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be and become a part of the Obligation, and Grantor promises, upon demand, to pay to Beneficiary, at the place where the Note is payable, all sums so advanced or paid by Beneficiary, with interest from the date when paid or incurred by Beneficiary at the rate provided in the Note for past due payment. No such payment by Beneficiary shall constitute a waiver of any Default. In addition to the liens and security interests hereof, Beneficiary shall be subrogated to all rights, titles, liens and security interests securing the payment of any debt, claim, tax or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(b) Beneficiary may, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration or any other notice or any other action, all of which are hereby waived by Grantor and all other parties obligated in any manner whatsoever on the Obligation, declare the entire unpaid balance of the Obligation immediately due and payable, and upon such declaration, the entire, unpaid balance of the Obligation shall be immediately due and payable.

(c) Beneficiary may request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the following provisions:

(i) Trustee is hereby authorized and empowered and it shall be Trustee's special duty, upon such request of Beneficiary, to sell the Property or any part thereof, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust.

(ii) In addition to the rights and powers of sale granted under the preceding provisions of this Subsection, if default is made in the payment of any installment of the Obligation, Beneficiary may, at Beneficiary's option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligation to be due and payable, orally or in writing direct Trustee to enforce this trust and to sell the Property subject to such unmatured indebtedness and to the rights, powers, liens, security interests and

assignments securing or providing recourse for payment of such unmatured indebtedness, in the same manner, all as provided in the preceding provisions of this Subsection. Sales made without maturing the Obligation may be made hereunder whenever there is a default in the payment of any installment of the Obligation, without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection, the unmatured balance of the Obligation or the rights, powers, liens, security interests and assignments securing or providing recourse for payment of the Obligation.

(iii) Sale of a part of the Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligation is paid and performed in full. It is intended by each of the foregoing provisions of this Subsection that Trustee may, after any request or direction by Beneficiary, sell not only the Land and the Improvements, but also the Accessories and other interests constituting a part of the Property or any part thereof, along with the Land and the Improvements or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Property separately from the remainder of the Property. It shall not be necessary to have present or to exhibit at any sale any of the Property.

(iv) After any sale under this Subsection, Trustee shall make good and sufficient deeds, assignments and other conveyances to the purchaser or purchasers thereunder in the name of Grantor, conveying the Property or any part thereof so sold to the purchaser or purchasers with general warranty of title by Grantor. It is agreed that, in any deeds, assignments or other conveyances given by Trustee, any and all statements of fact or other recitals therein made as to the identity of Beneficiary, or as to the occurrence or existence of any Default, or as to the acceleration of the maturity of the Obligation, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by or on behalf of Beneficiary or by or on behalf of Trustee, shall be taken by all courts of law and equity as prima facie evidence that the said statements or recitals state facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof.

(d) Beneficiary may, or Trustee may upon written request of Beneficiary, proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligation in accordance with the terms hereof and of the Note or the Loan Documents, to foreclose the liens and security interests of this Deed of Trust as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction.

(e) Beneficiary, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Property or any part thereof, and of the income, rents, issues and profits thereof.

(f) Beneficiary may enter upon the Land, take possession of the Property and remove the Accessories or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Beneficiary, take possession of any property located on or in the Property which is not a part of the Property and hold or store such property at Grantor's expense.

(g) Beneficiary may require Grantor to assemble the Accessories or any part thereof, and make them available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Grantor and Beneficiary.

(h) After notification, if any, hereafter provided in this Subsection, Beneficiary may sell, lease or otherwise dispose of, at the office of Beneficiary or on the Land or elsewhere, as chosen by Beneficiary, all or any part of the Accessories, in their then condition, or following any commercially reasonable preparation or processing, and each Sale (as used in this Subsection, the term "Sale" means any sale, lease, or other disposition made pursuant to this Subsection) may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and, at any Sale it shall not be necessary to exhibit the Accessories or part thereof being sold. The Sale of any part of the Accessories shall not exhaust Beneficiary's power of sale, but Sales may be made from time to time until the Obligation is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this Subsection, or reasonable notification of the time after which any private Sale is to be made pursuant to this Subsection, shall be sent to Grantor and to any other person entitled under the Code (as hereinafter defined) to notice; provided that if the Accessories or part thereof being sold are perishable, or threaten to decline rapidly in value, or are of a type customarily sold on a recognized market, Beneficiary may sell, lease or otherwise dispose of the Accessories, or part thereof, without notification, advertisement or other notice of any kind. It is agreed that notice sent or given not less than ten (10) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for the purposes of this Subsection.

(i) Beneficiary may surrender the insurance policies maintained pursuant to Subsection 2.2(c) hereof or any part thereof, and receive and apply the unearned premiums as a credit on the Obligation and, in connection therewith, Grantor hereby appoints Beneficiary as agent and attorney-in-fact for Grantor to collect such premiums.

(j) Beneficiary may retain the Accessories in satisfaction of the Obligation whenever the circumstances are such that Beneficiary is entitled to do so under the Code.

(k) Beneficiary may buy the Property or any part thereof at any public sale or judicial sale.

(l) Beneficiary may buy the Accessories or any part thereof at any private sale, if the Accessories or part thereof being sold are a type customarily sold in a recognized market or a type subject to widely distributed standard price quotations.

(m) Beneficiary shall have and may exercise any and all other rights and remedies which Beneficiary may have at law or in equity, or by virtue of any Loan Document, or under the Code, or otherwise.

(n) Beneficiary may apply the reserves, if any, required by Section 6.3 hereof toward payment of the Obligation.

Section 3.3. Beneficiary as Purchaser. If Beneficiary is the purchaser of the Property or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee or upon any other foreclosure of the liens and security interests hereof, or otherwise, Beneficiary shall, upon any such purchase, acquire good title to the Property so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured portion of the Obligation and Beneficiary elects that no merger occur.

Section 3.4. Other Rights of Beneficiary. Should any part of the Property come into the possession of Beneficiary, whether before or after Default, Beneficiary may use or operate the Property for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Beneficiary in respect of the Property. Grantor covenants promptly to reimburse and pay to Beneficiary on demand, at the place where the Note is payable, the amount of all reasonable expenses (including the cost of any insurance, taxes or other charges) incurred by Beneficiary in connection with Beneficiary's custody, preservation, use or operation of the Property, together with interest thereon from the date incurred by Beneficiary at the rate provided in the Note for past-due principal, and all such expenses, costs, taxes, interest and other charges shall be and become a part of the Obligation. It is agreed, however, that the risk of loss or damage to the Property is on Grantor, and Beneficiary shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance, or for failure to determine whether insurance in force is adequate as to amount or as to the risks insured.

Section 3.5. Possession After Foreclosure. If the liens or security interests hereof shall be foreclosed by power of Trustee's sale, by judicial action or otherwise, the purchaser at any such sale shall receive, as an incident to Trustee's ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said property or any part thereof, subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Property so occupied), and anyone occupying such portion of the Property after demand is made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

Section 3.6. Application of Proceeds. The proceeds from any sale, lease or other disposition made pursuant to this Article, or the proceeds from the surrender of any insurance policies pursuant to Subsection 3.2(i) hereof, or any rental collected by Beneficiary from the Property, or the reserves required by Section 6.3 hereof, or sums received pursuant to Section 6.1 hereof, or proceeds from insurance which Beneficiary elects to apply to the Obligation pursuant to Section 6.2 hereof, shall

be applied by Trustee, or by Beneficiary, as the case may be, as follows: first, to the payment of all expenses of advertising, selling and conveying the Property or part thereof, including reasonable attorneys' fees; second, to accrued interest on the Obligation; third, to principal on the matured portion of the Obligation; fourth, to prepayment of the unmatured portion, if any, of the Obligation applied to installments of principal in inverse order of maturity; and fifth, the balance, if any, remaining after the full and final payment and performance of the Obligation, to the person or persons legally entitled thereto.

Section 3.7. *Abandonment of Sale.* In the event a foreclosure hereunder is commenced by Trustee in accordance with Subsection 3.2(c) hereof, Beneficiary may, at any time before the sale, direct Trustee to abandon the sale, and may then institute suit for the collection of the Note and for the foreclosure of the liens and security interests hereof. If Beneficiary should institute a suit for the collection of the Note and for a foreclosure of the liens and security interests hereof, Beneficiary may, at any time before the entry of a final judgment in said suit, dismiss the same and require Trustee to sell the Property or any part thereof in accordance with the provisions of this Deed of Trust.

Section 3.8. *Payment of Fees.* If the Note or any other part of the Obligation shall be collected or enforced by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by an option given to the beneficiary to mature same, or if Beneficiary becomes a party to any suit where this Deed of Trust or the Property or any part thereof is involved, Grantor agrees to pay Beneficiary's attorneys' and collection fees, and such fees shall be and become a part of the Obligation.

SECTION 3.9. INDEMNIFICATION OF TRUSTEE. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TRUSTEE SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OR ERROR OF JUDGMENT. TRUSTEE MAY RELY ON ANY DOCUMENT BELIEVED BY TRUSTEE IN GOOD FAITH TO BE GENUINE. ALL MONEY RECEIVED BY TRUSTEE SHALL, UNTIL USED OR APPLIED AS HEREIN PROVIDED, BE HELD IN TRUST, BUT NEED NOT BE SEGREGATED (EXCEPT TO THE EXTENT REQUIRED BY LAW), AND TRUSTEE SHALL NOT BE LIABLE FOR INTEREST THEREON. GRANTOR SHALL INDEMNIFY TRUSTEE AGAINST ALL LIABILITY AND EXPENSES WHICH TRUSTEE MAY INCUR IN THE PERFORMANCE OF TRUSTEE'S DUTIES HEREUNDER.

Section 3.10. *Substitute Trustee.* Beneficiary may appoint a substitute Trustee (a) if Trustee herein named or any substitute Trustee shall die, resign, or fail, refuse or be unable, for any reason, to make any such sale or to perform any of the trusts herein declared; or (b) at the option of Beneficiary from time to time as often and whenever Beneficiary prefers and with or without any reason or cause. Each appointment shall be in writing, but without the necessity of recordation, notice to Grantor, or any other action or formality. Each substitute trustee so appointed shall thereupon by such appointment become Trustee and succeed to all the estates, titles, rights, powers, trusts and duties of predecessor Trustee. Any such appointment may be executed by Beneficiary or any authorized representative of Beneficiary, and such appointment shall be presumed conclusively

to have been executed with due and proper authority. Without limiting the generality of the foregoing, if Beneficiary is a corporation, bank or association, of any type or character, such appointment may be executed in its behalf by any officer of Beneficiary and shall be presumed conclusively to have been executed with due and proper authority without necessity of proof of any action by the board of directors or any superior officer. Wherever herein the word "Trustee" is used, the same shall mean the duly appointed trustee or substitute trustee hereunder at the time in question. Trustee may resign by written notice to Beneficiary.

ARTICLE IV

SECURITY AGREEMENT

This Deed of Trust is also a security agreement between Grantor, as debtor, and Beneficiary, as secured party. Grantor hereby grants to Beneficiary and Beneficiary's successors and assigns, a security interest in those portions of the Property which constitute Accessories and each and every part thereof, and in all proceeds from the sale, lease or other disposition thereof, and in all sums, proceeds, funds and reserves described or referred to in Sections 6.1, 6.2 and 6.3 hereof. However, the grant of a security interest in proceeds shall not be deemed to authorize any action otherwise prohibited herein. The security interest created hereby is specifically intended to cover and include all leases of the Property (in this Article IV, together with all amendments and supplements thereto made as provided therein, called the "Leases"), between Grantor (or parties acting on behalf of Grantor), as lessor or as successor to or assignee from the lessor, and tenants which occupy the Property under the Leases, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacements of said Leases, together with all the right, title and interest of Grantor, as lessor thereunder, including, without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of rent and moneys payable as the purchase price of the Property or any part thereof or of awards or claims for money and other sums of money payable or receivable thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Grantor or any lessor is or may become entitled to do under the Leases, all as assigned to Beneficiary in accordance with Article V hereof; provided, that this provision and said Article V shall not impair or diminish any obligation of Grantor under the Leases, nor shall any obligation be imposed upon Beneficiary. In addition to Beneficiary's rights hereunder or otherwise, Beneficiary shall have all of the rights of a secured party under the Texas Business and Commerce Code, as amended (the "Code"). Grantor, from time to time, upon each request of Beneficiary, shall promptly (a) execute and deliver to Beneficiary all financing statements as required by Beneficiary in order to establish or maintain the validity, perfection or priority of the security interest with respect to the Accessories or fixtures; (b) pay to Beneficiary on demand all costs of preparation and filing of financing statements pursuant hereto and all costs of Code searches reasonably required by Beneficiary; and (c) give to Beneficiary a certificate in form satisfactory to Beneficiary listing all trade names of Grantor and under which Grantor operates or intends to operate the Property or any part thereof, and give to Beneficiary advance written notice of any proposed change of any such trade name and of any change of name (or trade name or assumed name), identity or structure of

Grantor. A carbon, photographic or other reproduction of this Deed of Trust or of a financing statement executed pursuant hereto is sufficient as a financing statement. This Deed of Trust is, without limitation, intended to be a financing statement filed as a fixture filing with respect to the portions of the Property which are or are to become fixtures, and as mineral, crop and timber filing. The address of Grantor (debtor) is set forth on the first page hereof and the address of Beneficiary (secured party) from whom information concerning the security interest may be obtained, is set forth in Section 1.1 hereof. Grantor is the record owner of the Land, the Improvements and the Accessories. The rights of Beneficiary hereunder are in addition to any rights of beneficiary in the Accessories pursuant to any separate security agreement in favor of Beneficiary related to the Accessories (a "Separate Security Agreement"). In the event of a conflict between any Separate Security Agreement and this Deed of Trust, the terms of such Separate Security Agreement will control.

ARTICLE V

ASSIGNMENT OF RENTS, LEASES, PROFITS, INCOME, CONTRACTS AND BONDS

Section 5.1. Assignment of Leases. Grantor hereby assigns to Beneficiary all existing and future leases, including, without limitation, all subleases thereof, and any and all extensions, renewals, modifications and replacements thereof, upon any part of the Property (collectively, the "Leases"). Grantor hereby further assigns to Beneficiary all guaranties of tenants' performance under the Leases. Prior to a Default, Grantor shall have the right, without joinder of Beneficiary, to enforce the Leases, unless Beneficiary directs otherwise.

Section 5.2. Assignment of Rents. Grantor does hereby absolutely and unconditionally assign, transfer and set over to Beneficiary all rents, income, receipts, revenues, issues, profits and proceeds to be derived from the Property, including, without limitation, the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other sums of money that may now or at any time hereafter become due and payable to Grantor under the terms of any leases now or hereafter covering the Property, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following Default, all proceeds payable under any policy of insurance covering the loss of rents resulting from untenability caused by destruction or damage to the Property, and all of Grantor's rights to recover monetary amounts from any tenant in bankruptcy, including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law, together with any sums of money that may now or at any time hereafter become due and payable to Grantor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof (collectively, the "Rents"); and all proceeds and other amounts paid or owing to Grantor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property; subject however to a license hereby granted by Beneficiary to Grantor to collect and receive all of the foregoing (such license evidenced by

Beneficiary's acceptance of this Deed of Trust), subject to the terms and conditions hereof. Notwithstanding anything contained herein or in any of the other Loan Documents to the contrary, the assignment in this Paragraph is an absolute, unconditional and presently effective assignment and not merely a security interest; provided, however, upon the occurrence of a Default hereunder or upon the occurrence of any event or circumstance which with the lapse of time or the giving of notice or both would constitute a Default hereunder, such license shall automatically and immediately terminate and Grantor shall hold all Rents paid to Grantor thereafter in trust for the use and benefit of Beneficiary and Beneficiary shall have the right, power and authority, whether or not it takes possession of the Property, to seek enforcement of any such lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply the sum(s) collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the Obligation; provided further, however, that Beneficiary shall not be deemed to have taken possession of the Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. It shall not be necessary for Beneficiary to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions in this Section 5.2.

Section 5.3. Warranties Concerning Leases and Rents. Grantor represents and warrants that:

- (a) Grantor has good title to the Leases and Rents and authority to assign them, and no other person or entity has any right, title or interest therein;
- (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder;
- (c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged;
- (d) no Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) except as indicated in the Leases, Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents.

Section 5.4. Grantor's Covenants of Performance. Grantor covenants to:

- (a) perform all of its obligations under the Leases and give prompt notice to Beneficiary of any failure to do so;
- (b) give immediate notice to Beneficiary of any notice Grantor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases;

- (c) enforce the tenant's obligations under the Leases;
- (d) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party; and
- (e) neither create nor permit any encumbrance upon its interest as lessor of the Leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust.

Section 5.5. Prior Approval for Actions Affecting Leases. Grantor shall not, without the prior written consent of Beneficiary:

- (a) receive or collect Rents more than one month in advance;
- (b) encumber or assign future Rents;
- (c) waive or release any material obligation of any tenant under the Leases;
- (d) cancel, terminate or modify any of the Leases; cause or permit any cancellation, termination or surrender of any of the Leases; or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;
- (e) renew or extend any of the Leases, except pursuant to terms in existing Leases;
- (f) permit any assignment of the Leases; or
- (g) enter into any Leases after the date hereof.

Section 5.6. Settlement for Termination. Grantor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state or local statute, shall be made without the prior written consent of Beneficiary, and any check in payment of such damages will be made payable to both Grantor and Beneficiary. Grantor hereby assigns any such payment to Beneficiary to be applied to the Obligation as Beneficiary may elect and agrees to endorse any check for such payment to the order of Beneficiary.

Section 5.7. Beneficiary in Possession. Beneficiary's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Beneficiary, be deemed to constitute Beneficiary a "mortgagee in possession," nor obligate Beneficiary to appear in or defend any proceedings relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or

assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Beneficiary. Beneficiary shall not be liable for any injury or damage to any person or property in or about the Property.

Section 5.8. Appointment of Attorney. Grantor hereby irrevocably appoints Beneficiary its attorney-in-fact, coupled with an interest, empowering Beneficiary to subordinate any Leases to this Deed of Trust.

SECTION 5.9. INDEMNIFICATION. GRANTOR HEREBY INDEMNIFIES AND HOLDS BENEFICIARY (WHICH SHALL INCLUDE THE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF BENEFICIARY AND ANY PERSONS OR ENTITIES OWNED OR CONTROLLED BY, OWNING OR CONTROLLING, OR UNDER COMMON CONTROL OR AFFILIATED WITH BENEFICIARY) HARMLESS FROM ALL LIABILITY, DAMAGE OR EXPENSE IMPOSED ON OR INCURRED BY BENEFICIARY FROM ANY CLAIMS UNDER THE LEASES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS BY GRANTOR WITH RESPECT TO PAYMENTS OF RENTS MADE DIRECTLY TO BENEFICIARY AFTER DEFAULT AND CLAIMS BY ANY TENANT FOR SECURITY DEPOSITS OR FOR RENTAL PAYMENTS MORE THAN ONE (1) MONTH IN ADVANCE AND NOT DELIVERED TO BENEFICIARY. ALL AMOUNTS INDEMNIFIED AGAINST HEREUNDER, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, IF PAID BY BENEFICIARY SHALL BEAR INTEREST AT THE MAXIMUM LAWFUL RATE AND SHALL BE PAYABLE BY GRANTOR IN ACCORDANCE WITH SECTION 1.1 HEREOF. THE FOREGOING INDEMNITIES SHALL NOT TERMINATE UPON THE FORECLOSURE, RELEASE OR OTHER TERMINATION OF THIS DEED OF TRUST BUT WILL SURVIVE FORECLOSURE OF THIS DEED OF TRUST OR CONVEYANCE IN LIEU OF FORECLOSURE AND THE REPAYMENT OF THE OBLIGATION AND THE DISCHARGE AND RELEASE OF THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS.

Section 5.10. Records. Upon request by Beneficiary, Grantor shall deliver to Beneficiary executed copies of all Leases and copies of all records relating thereto.

Section 5.11. Merger. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Beneficiary.

Section 5.12. Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Beneficiary upon written demand by Beneficiary without further consent of Grantor, and the tenants may rely upon any written statement delivered by Beneficiary to the tenants. Any such payment to Beneficiary shall constitute payment to Grantor under the Leases. The provisions of this Paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Rents set forth in Section 5.2 is not contingent upon any notice or demand by Beneficiary to the tenants.

ARTICLE VI

SPECIAL PROVISIONS

Section 6.1. Condemnation Proceeds. Beneficiary shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of the Property or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Property. All such sums are hereby assigned to Beneficiary and Grantor shall, upon request of Beneficiary, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Beneficiary to collect and receipt for any such sums. Beneficiary shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums received by Beneficiary as a result of condemnation shall be applied to installments on the Obligation in inverse order of maturity.

Section 6.2. Insurance Proceeds. Unless otherwise agreed to by Beneficiary, the proceeds of any and all insurance upon the Property shall be collected by Beneficiary and Beneficiary shall have the option, in Beneficiary's sole discretion, to apply any proceeds so collected either to the restoration of the Property or to the liquidation of the Obligation.

Section 6.3. Reserve for Taxes, Assessments and Insurance Premiums. Upon Grantor's failure to perform the covenants of this Deed of Trust concerning the delivery to Beneficiary of evidence of the payment of taxes and insurance premiums on the Property and upon written request by Beneficiary, Grantor shall create a fund or reserve for the payment of all insurance premiums, taxes and assessments against or affecting the Property by paying to Beneficiary, on the first day of each calendar month prior to the maturity of the Note, a sum equal to the premiums that will next become due and payable on the hazard insurance policies covering the Property or any part thereof, plus taxes and assessments next due on the Property or any part thereof as estimated by Beneficiary, less all sums paid previously to Beneficiary therefor divided by the number of months to elapse before one (1) month prior to the date when such premiums, taxes and assessments will become due; such sums to be held by Beneficiary without interest, unless interest is required by applicable law, for the purposes of paying such premiums, taxes and assessments. Any excess reserve shall, at the discretion of Beneficiary, be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the Note by the maker thereof, and any deficiency shall be paid by Grantor to Beneficiary on or before the date when such premiums, taxes and assessments shall become delinquent. In the event there exists deficiency in such fund or reserve at any time when taxes, assessments or insurance premiums are due and payable, Beneficiary may, but shall not be obligated to, advance the amount of such deficiency on behalf of Grantor and such amounts so advanced shall become a part of the Obligation, shall be immediately due and payable, and shall bear interest at the rate provided in the Note from the date of such advance through and including the date of repayment. Transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

Section 6.4. Right to Accelerate Upon Transfer. If Grantor shall sell, convey, assign or transfer all or any part of the Property or any interest therein or any beneficial interest in Grantor, Beneficiary may, at Beneficiary's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Grantor and all other parties obligated in any manner on the Obligation, declare the Obligation to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment or transfer, and upon such declaration the entire unpaid balance of the Obligation shall be immediately due and payable. Beneficiary may, in Beneficiary's sole discretion and at Grantor's request, decide not to exercise said option, in which event Beneficiary's forbearance may be predicated on such terms and conditions as Beneficiary may, in Beneficiary's sole discretion require, including, but not limited to, Beneficiary's approval of the transferee's creditworthiness and management ability, the execution and delivery to Beneficiary by transferee prior to the sale, transfer, assignment or conveyance of a written assumption agreement containing such terms as Beneficiary may require, including, but not limited to, a payment of a part of the principal amount of the Obligation, an increase in the rate of interest payable by the Obligation, the payment of an assumption fee, a modification of the term of the Obligation and such other terms as Beneficiary may require, or Beneficiary may require any of such modifications of the terms of the Obligation without requiring an assumption thereof by the transferee. Should the Property be sold, traded, transferred, assigned, exchanged or otherwise disposed of without the prior written consent of Beneficiary and should payment of any portion of the Obligation thereafter be accepted by Beneficiary, such acceptance shall not be deemed a waiver of the requirement of Beneficiary's consent in writing thereto or with respect to any other sale, trade, transfer, assignment, exchange or other disposition. Notwithstanding the foregoing, said option shall not apply in case of sales or transfers of items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new if otherwise allowed under the Loan Documents.

Section 6.5. Subordinate Financing. If Grantor, without the prior written consent of Beneficiary, executes or delivers any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Property (hereinafter called "Subordinate Mortgage"), Beneficiary may, at Beneficiary's option, which option may be exercised at any time following such pledge, security agreement, mortgage or deed of trust, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Grantor and all other parties obligated in any manner on the Obligation, declare the Obligation to be immediately due and payable. In the event of consent by Beneficiary to the granting of a Subordinate Mortgage, or in the event the above-described right of Beneficiary to declare the Obligation to be immediately due and payable upon the granting of a Subordinate Mortgage without the prior written consent of Beneficiary is determined by a court of competent jurisdiction to be unenforceable under the provisions of any applicable law, Grantor will not execute or deliver any Subordinate Mortgage unless (i) it shall contain express covenants to the effect: (a) that the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien and security interest evidenced by this Deed of Trust and each term and provision hereof; (b) that if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no

tenant of any portion of the Property will be named as a party defendant, nor will any action be taken with respect to the Property which would terminate any occupancy or tenancy of the Property without the prior written consent of Beneficiary; (c) that the rents and profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby, and then to the payment of maintenance, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operation and maintenance of the Property; and (d) that if any action or proceeding shall be brought to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), written notice of the commencement thereof will be given to Beneficiary contemporaneously with the commencement of such action or proceeding; and (ii) a copy thereof shall have been delivered to Beneficiary not less than ten (10) days prior to the date of the execution of such Subordinate Mortgage.

Section 6.6. *Environmental Matters; Compliance with Laws.* Grantor warrants and represents to Beneficiary that (a) the occupancy, operation, and use of the Property shall not violate any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (of record or otherwise) affecting the Property, including, without limitation, applicable zoning ordinances and building codes, the Americans with Disabilities Act of 1990, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called the “Applicable Regulations”); (b) Grantor and any lessee of space from Grantor in the Property shall obtain all permits, licenses, or similar authorizations required by reason of any Applicable Regulations pertaining to health or the environment (hereinafter sometimes collectively called “Applicable Environmental Laws”), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”) and the Resource Conservation and Recovery Act of 1976 (“RCRA”), as each is amended from time to time; and (c) the use that Grantor intends to make, or intends to allow, of the Property will not result in the disposal of or release of any hazardous substance or solid waste onto or into the Property, or any part thereof, in violation of any Applicable Environmental Laws. The terms (as used in this Deed of Trust) “hazardous substance” and “release” have the meanings specified in CERCLA, and the terms “solid waste” and “disposal” (or “disposed”) have the meanings specified in RCRA. If either CERCLA or RCRA is amended to broaden the meaning of any term defined thereby, the broader meaning shall apply to this provision after the effective date of the amendment. Moreover, to the extent that Texas law establishes a meaning for “hazardous substance”, “release”, “solid waste”, or “disposal” that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply.

Beneficiary (through its officers, employees and agents) at any reasonable time and from time to time, either prior to or after Default in this Deed of Trust or under the Note secured hereby, may employ persons (the “Site Reviewers”) to conduct environmental site assessments (“Site Assessments”) on the Property to determine whether or not there exists on the Property any environmental condition which might result in any liability, cost or expense to the owner, occupier or operator of the Property arising under the Applicable Environmental Laws. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable

conditions established by Beneficiary (so as not to unreasonably interfere with the operation of the Property). The Site Reviewers are authorized at their own risk to enter upon the Property and to perform above and below-the-ground testing (including, without limitation, taking of core samples) to determine environmental damage or presence of any hazardous substance or solid waste in, on or under the Property and such other tests as may be necessary or desirable, in the opinion of the Site Reviewers, to conduct Site Assessments. Grantor will supply to the Site Reviewers such historical and operational information available to Grantor regarding the Property as may be requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters.

GRANTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY BENEFICIARY) AND HOLD BENEFICIARY HARMLESS FROM AND AGAINST, AND REIMBURSE BENEFICIARY WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSS, DAMAGE, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY BENEFICIARY AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF ANY VIOLATION OF AN APPLICABLE ENVIRONMENTAL LAW AND ALL MATTERS ARISING OUT OF ACTS, OMISSIONS, EVENTS, OR CIRCUMSTANCES RELATING TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE ON THE PROPERTY OR RELEASE FROM OR TO THE PROPERTY OF HAZARDOUS SUBSTANCES OR SOLID WASTES DISPOSED OF OR OTHERWISE RELEASED AND GRANTOR'S BREACH OF ANY OF ITS COVENANTS, REPRESENTATIONS OR INDEMNITIES UNDER THIS PROVISION), REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT, OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW AT THE TIME OF THE EXISTENCE OR OCCURRENCE.

Section 6.7. Appraisals. Upon written request of Beneficiary, Grantor agrees to reimburse Beneficiary for the full cost of narrative appraisals of the Property, such appraisals being required from time-to-time in Beneficiary's sole discretion to re-evaluate the current value of the Property due to (a) a deterioration of Grantor's revenue from the Property, (b) an increase in Grantor's operating expenses for the Property, or (c) other events which would suggest a deterioration in the value of the Property. Each appraisal shall be ordered directly by Beneficiary from an appraiser satisfactory to Beneficiary and shall be in form and substance necessary to comply with all laws and regulations affecting Beneficiary. Grantor shall reimburse Beneficiary for any requested appraisal expense within thirty (30) days from the date of the written request by Beneficiary. Appraisals may be ordered by Beneficiary at any time in its sole discretion, but Grantor is required to reimburse Beneficiary for only one appraisal in any calendar year. Failure of Grantor to reimburse Beneficiary for any requested appraisal (not to exceed one appraisal in any twelve month period) shall constitute a Default under this Deed of Trust.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Release. If the Obligation is paid in full in accordance with the terms of this Deed of Trust, the Note and the Loan Documents, and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this conveyance shall become null and void and be released at Grantor's request and expense and Beneficiary shall have no further obligation to make advances under and pursuant to the provisions hereunder or in the Note.

Section 7.2. Rights Cumulative. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available at law or in equity (including, without limitation, those granted by the Code and applicable to the Property or any portion thereof), and the same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated for the Obligation or any part thereof, or against any one or more of them, or against the Property, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise, discontinuance of the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. All rights and remedies of Beneficiary hereunder and under the other Loan Documents shall extend to any period after the initiation of foreclosure proceedings, judicial or otherwise, with respect to the Property.

Section 7.3. Waiver. Any and all covenants in this Deed of Trust may, from time to time, by instrument in writing signed by Beneficiary and delivered to Grantor, be waived to such extent and in such manner as Beneficiary may desire, but no such waiver shall ever affect or impair Beneficiary's rights, remedies, powers, privileges, liens, titles and security interests hereunder except to the extent so specifically stated in such written instrument. No waiver of any Default on the part of Grantor or a breach of any of the provisions of this Deed of Trust or of any Loan Document shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. No notice to or demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances. The granting of any consent or approval by Beneficiary shall be limited to the specific instance and shall not waive or exhaust the requirement of consent or approval in any other instance. Except as otherwise specified herein, in any instance hereunder where Beneficiary's approval or consent is required or the exercise of Beneficiary's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Beneficiary, and Beneficiary shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of the request or of Beneficiary's judgment.

Section 7.4. Payments. Remittances in payment of any part of the Obligation other than in the required amount in funds immediately available at the place where the Note is payable shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is

actually received by Beneficiary in funds immediately available at the place where the Note is payable (or such other place as Beneficiary, in Beneficiary's sole discretion, may have established by delivery of written notice thereof to Grantor) and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Beneficiary of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default.

Section 7.5. Exceptions to Covenants. Grantor shall not be deemed to be permitted to take any action or to fail to take any action, notwithstanding (a) that the action or omission may be permitted as an exception to any of the covenants or conditions contained herein, or (b) that obligations of Grantor or rights of Beneficiary are provided herein with respect to the action or omission (or the result thereof), if the action or omission would result in the breach of any other covenant or condition contained herein or in any of the Loan Documents, nor shall Beneficiary be deemed to have consented to any such act or omission if the same would provide cause for acceleration of the Obligation.

Section 7.6. Change of Security. Any part of the Property may be released, regardless of consideration, by Beneficiary from time to time without impairing, subordinating or affecting in any way the lien, security interest and other rights hereof against the remainder. The lien, security interest and other rights granted hereby shall not be affected by any other security taken for the Obligation or any part thereof. The taking of additional security, or the extension, renewal or rearrangement of the Obligation or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser or guarantor or improve the right of any junior lienholder; and this Deed of Trust, as well as any instrument given to secure any renewal, extension or rearrangement of the Obligation or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Property not expressly released until the Obligation is fully paid and performed.

Section 7.7. Controlling Agreement. The parties hereto intend to conform strictly to the applicable usury laws. All agreements between Grantor (and any other party liable for any part of the Obligation) and Beneficiary, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no event whatsoever, whether by reason of acceleration of the maturity of the Obligation or otherwise, shall the interest contracted for, charged or received by Beneficiary hereunder or otherwise exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever interest would otherwise be payable to Beneficiary in excess of the maximum lawful amount, the interest payable to Beneficiary shall be reduced automatically to the maximum amount permitted under applicable law. If Beneficiary shall ever receive anything of value deemed interest under applicable law which would apart from this provision be in excess of the maximum lawful amount, the amount which would have been excessive interest shall be applied to the reduction of the principal amount owing on the Obligation in inverse order of maturity and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid principal balance of the Obligation, such excess shall be refunded to Grantor, or to the maker of the Note or other evidence of indebtedness if other than Grantor. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized,

prorated, allocated and spread throughout the full stated term, including any renewal or extension, of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law. The terms and provisions of this section shall control and supersede every other provision of all existing and future agreements between Grantor, the maker of the Note or other evidence of indebtedness if other than Grantor, and Beneficiary.

Section 7.8. Effect of Transfer on Grantor's Liability. If the ownership (legal or beneficial) of the Property or any part thereof becomes vested in a person other than Grantor, or in the event of a change in ownership (legal or beneficial) of any Grantor other than an individual, Beneficiary may, without notice to or consent of Grantor or Grantor's successors, deal with such successor or successors in interest with reference to this Deed of Trust and the Obligation either by way of forbearance on the part of Beneficiary, or extension of time of payment of the Obligation, or release of all or any part of the property or any other property securing payment of the Obligation, or otherwise, without in any way modifying or affecting Beneficiary's rights and liens hereunder or the liability of Grantor or any other party liable for payment of the Obligation, in whole or in part.

Section 7.9. Waiver of Right to Marshal. Grantor hereby waives all rights of marshaling in the event of any foreclosure of the liens and security interests hereby created.

Section 7.10. Subrogation. To the extent that proceeds of the Obligation are used to renew, extend or pay any outstanding debt or to perform any obligation, such proceeds have been advanced by Beneficiary at Grantor's request, and Beneficiary shall be subrogated to all liens, security interests, rights, priorities, powers, titles, equities and interests owned or held by any owner or holder of such outstanding debt or obligation, however remote, irrespective of whether the same are released of record, and all of the same are recognized as valid and subsisting and are renewed, continued and preserved in force to secure the Obligation; provided, however, that if and to the extent Beneficiary desires in each case, the terms and provisions hereof and of the other Loan Documents shall govern the rights and remedies of Beneficiary and shall supersede the terms, provisions, rights, and remedies under any lien, security interest, charge or other encumbrance to which Beneficiary is subrogated hereunder.

Section 7.11. Covenant to Perform. Grantor and each subsequent owner of the Property or any part thereof, covenants and agrees that Grantor or any subsequent owner will perform or cause to be performed, each and every condition, term, provision and covenant of this Deed of Trust, except that Grantor shall have no duty to pay the indebtedness evidenced by the Note except in accordance with the terms of the Note and all renewals and extensions thereof, and this Deed of Trust or in accordance with the terms of the transfer to Grantor or any subsequent owner.

Section 7.12. Notice. Except as otherwise provided herein, all notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be given and delivered when received, or if earlier and regardless of whether or not actually received (except where actual receipt is specified herein), upon deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, return receipt requested, addressed to the addressee at such addressee's address set forth herein or at such other address as such party may have specified theretofore by notice delivered in accordance with this

Section and actually received by the addressee. To the extent actual receipt is required herein, rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was received shall be deemed to be receipt of the notice, demand, request or other communication sent.

Section 7.13. Enforceability. If any provision of this Deed of Trust or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Deed of Trust nor the application of such provision to any other person or circumstances shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the Obligation, the portion of the Obligation which as the result of such invalidity or unenforceability is no longer secured by the liens and security interests herein granted shall be completely paid prior to the payment of the portion, if any, of the Obligation which shall continue to be secured hereunder, and all payments made on the Obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligation.

Section 7.14. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto and shall be covenants running with the Land. The term "Grantor" shall include in their individual capacities and jointly all parties hereinabove named a Grantor. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and, if more than one, of each party named a Grantor hereinabove, and each such party's heirs, personal representatives, successors and assigns. Each party who executes this Deed of Trust and each subsequent owner of the Property or any part thereof (other than Beneficiary), covenants and agrees that it will perform, or cause to be performed, each term, provision, covenant and condition of this Deed of Trust.

Section 7.15. Headings; Construction. The headings which have been used throughout this Deed of Trust have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Deed of Trust. Words of any gender used in this Deed of Trust shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Deed of Trust shall refer to the entire Deed of Trust and not to any particular provision or section.

Section 7.16. Counterparts. This Deed of Trust may be executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If any Grantor is a corporation, this instrument is executed, acknowledged and delivered by Grantor's officers hereunto duly authorized.

Section 7.17. Controlling Law. This Deed of Trust shall be governed by and construed in accordance with Texas law and applicable United States federal law.

Section 7.18. Purpose. The note hereby secured represents funds advanced by Legend Bank, N.A. to Grantor as part purchase price for the Property referenced herein.

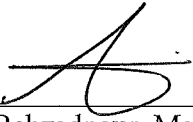
[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the dates set forth below but to be effective as of the date first above written.

GRANTOR:

InvMax, LLC, a Texas limited liability company

By:

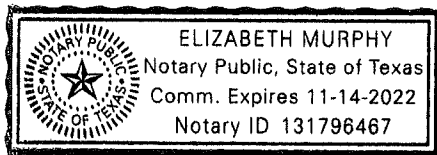


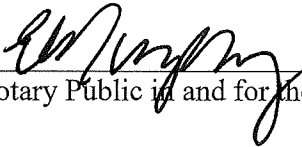
Ali Behzadpour, Managing Member

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 26th day of March, 2021, by Ali Behzadpour, Managing Member of InvMax, LLC, a Texas limited liability company on behalf of said limited liability company and in the capacity there in expressed.





Notary Public in and for the State of Texas

Schedule of Exhibits:

Exhibit A - Land

Exhibit B - Permitted Exceptions

Exhibit A

BEING a portion of Block 23-R, Greenfield Village, an addition to the City of Watauga, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-177, Page 28, Plat Records, Tarrant County, Texas, and described by metes and bounds as follows:

BEGINNING at 5/8 inch capped iron pin stamped Hancock, in the North line of said Block 23-R, being the Northeast corner of that certain tract conveyed to the State of Texas by Deed recorded in Volume 9793, Page 2010, Deed Records, Tarrant County, Texas, from said iron the Northwest corner of said Block 23-R bears South 89 degrees 27 minutes 57 seconds West, 31.25 feet;

THENCE North 89 degrees 27 minutes 57 seconds, East, 363.66 feet to a 5/8 inch capped iron pin stamped Hancock 0.6 feet North of a wood fence corner, the Northeast corner of said Block 23-R and the Northwest corner of Lot 7, Block 1, said Addition according to the Plat recorded in Volume 388-134, Page 48, Plat Records, Tarrant County, Texas;

THENCE South 00 degrees 46 minutes 13 seconds East, generally with a wire fence 258.97 feet to an 'X' scribed in concrete 0.7 feet South of a steel fence, the Southeast corner of said Block 23-R and the Southwest corner of Lot 5, said Block 1, said iron lying in the North line of Chapman Road;

THENCE South 89 degrees 43 minutes 00 seconds West, with said road and the South line of said Block 23-R, 400.19 feet to a 5/8 inch capped iron pin stamped Hancock, the intersection of the North line of before mentioned State of Texas tract;

THENCE North 07 degrees 18 minutes 58 seconds East, with said right-of-way, 259.65 feet to the POINT OF BEGINNING and containing 2.2632 acres of land.

Exhibit B

Permitted Exceptions

Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described Land, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove described Land. This conveyance is also subject to all oil, gas and mineral reservations of record, if any, covering the hereinabove described Land.

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 21-560214-NJ, ISSUED FEBRUARY 4, 2021 WITH AN EFFECTIVE DATE OF JANUARY 20, 2021.

TITLE COMMITMENT DESCRIPTION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 21-560214-NJ, ISSUED FEBRUARY 4, 2021 WITH AN EFFECTIVE DATE OF JANUARY 20, 2021.

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THENCE North 07 degrees 18 minutes 58 seconds East, with said right-of-way, 259.65 feet to the POINT OF BEGINNING and containing 2.2632 acres of land.

LEGEND

- UTILITY POLE
- GUY ANCHOR
- LIGHT POLE
- ELECTRIC PANEL
- ELECTRIC METER
- ELECTRIC BOX
- CITY RISER
- FIBER OPTIC VAULT
- GAS METER
- GAS VALVE
- SANITARY SEWER MANHOLE
- SEWER CLEAN OUT
- IRRIGATION CONTROL VALVE
- TELEPHONE VAULT
- TELEPHONE RISER
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL BOX
- FIRE HYDRANT
- WATER VALVE
- WATER VAULT
- WATER METER
- MONITORING WELL
- JUNCTION BOX
- BOLLARD
- SIGN
- HANDICAP PARKING
- STONE COLUMN
- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (AS NOTED)
- CONCRETE
- WALL
- PARKING STRIPE
- SCHEDULE "B" ITEM NO.
- POSSIBLE ENCROACHMENT
- RECORD CALL
- MEASURED CALL
- RIGHT-OF-WAY
- POINT OF BEGINNING
- COVERED AREA
- BUILDING HEIGHT LOCATION
- ADJOINING PROPERTY LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- PROPERTY LINE
- WOOD FENCE
- IRON FENCE
- OVERHEAD UTILITY LINE

NOTES CORRESPONDING TO SCHEDULE B

1. Those restrictive covenants recorded in **Volume 8214, Page 1130, and D220178068**, Real Property Records, Tarrant County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction(a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

NON-SURVEY RELATED ITEM

10f. The following easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in **Volume 388-177, Page 28**, Plat Records, Tarrant County, Texas: 15 foot utility easement along the west property line, 5 foot utility easement along the west and north property lines.

DOES AFFECT, PLOTTED AS SHOWN

10g. Easement created in instrument executed by Tommy Goff to the City of North Richland Hills, dated May 14, 1985, filed June 14, 1985, recorded in **Volume 8214, Page 1130**, Real Property Records, Tarrant County, Texas.

DOES AFFECT, PLOTTED AS SHOWN

10h. Terms and provisions of Lease Agreement from Texas Trust Savings Bank, Lessor to Dallas SMSA Limited Partnership, a Delaware Limited Partnership, Lessee, filed March 18, 1993, recorded in **Volume 10983, Page 1529**, Real Property Records, Tarrant County, Texas. As affected by Memorandum of Sublease and Purchase Option, between Dallas SMSA Tower Holdings, LLC, a Delaware Limited Liability Company and Southern Towers, Inc., a Delaware corporation, filed October 18, 2004, recorded in **Clerk's File No. D204326188**, Real Property Records, Tarrant County, Texas. As affected by Texas Assignment and Assumption of Lease or Other Agreement, from Southern Towers, LLC, a Delaware limited liability company ("Assignor") to American Tower Asset Sub II, LLC, a Delaware limited liability company, dated February 28, 2007, filed January 16, 2008, recorded in **Clerk's File No. D208016591**, Real Property Records, Tarrant County, Texas. As affected by Amended Memorandum of Lease by and between Cantu Services, Inc and Dallas SMSA Tower Holdings, LP a Delaware limited partnership, dated September 24, 2008, filed December 18, 2008, recorded in **Clerk's File No. D208460235**, Real Property Records, Tarrant County, Texas. (Lease expires September 30, 2010).

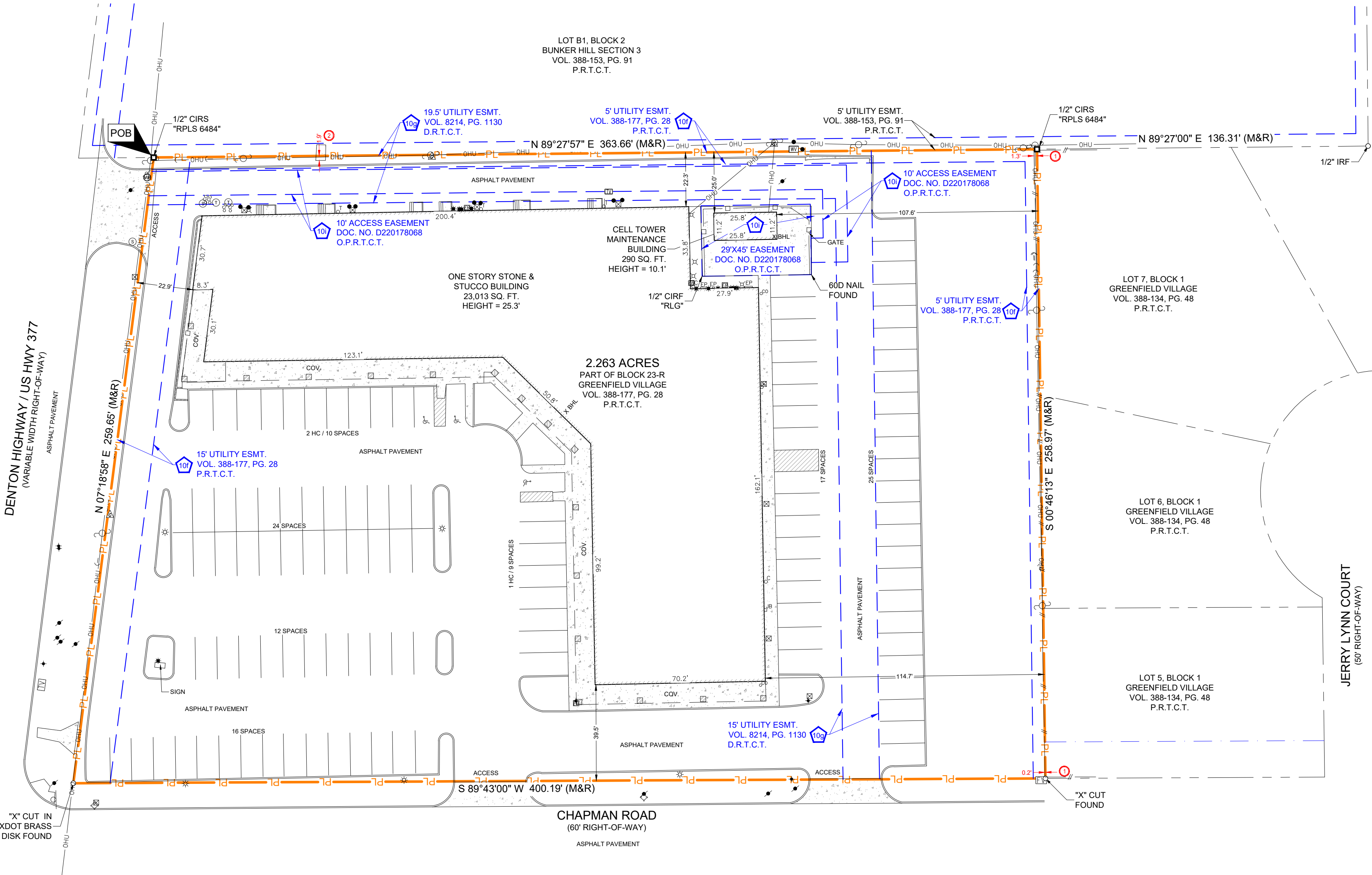
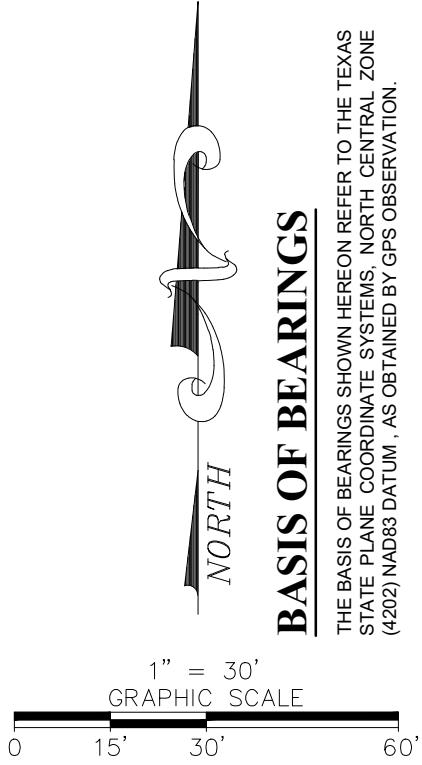
NON-SURVEY RELATED ITEM

10i. Conditions, restrictions, easements and provisions as contained in Easement and Assignment Agreement by and between Cantu Services, Inc., a Texas Corporation and American Tower Asset Sub II, LLC, a Delaware limited liability company, dated June 25, 2020, filed July 24, 2020, recorded under **Clerk's File No. D220178068**, Real Property, Tarrant County, Texas. As affected by Resolution and Consent Affidavit dated June 25, 2020, filed July 24, 2020, recorded in **Clerk's File No. D220178068**, Real Property Records, Tarrant County, Texas.

DOES AFFECT, PLOTTED AS SHOWN

FLOOD INFORMATION

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV. AND BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE "X" (UNSHADED) ON FLOOD INSURANCE RATE MAP NUMBER 48439C0185L, WHICH BEARS AN EFFECTIVE DATE OF 3/21/2019 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



SHEET 1 OF 1

BBG NO.
0521000756

LAND AREA
98,586 SQUARE FEET
2.263 ACRES

PARKING
REGULAR = 113
HANDICAP = 3
TOTAL = 116

VICINITY MAP
NOT TO SCALE

STATEMENT OF ENCROACHMENTS

- WOOD FENCE IS IN SURVEYED PROPERTY 0.2 FEET TO 1.3 FEET
- CONCRETE PAD IS IN SURVEYED PROPERTY UP TO 1.9 FEET

GENERAL NOTES

- NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
- ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTYWALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
- THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2016 ALTA/NSPS SURVEY REQUIREMENTS.
- THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO DENTON HIGHWAY (US HIGHWAY 377) AND CANTON ROAD, DEDICATED PUBLIC STREETS OR HIGHWAYS.
- THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY.
- THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- THE PARCEL CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
- BUILDING AREAS SHOWN HEREON ARE FOR THE FOOTPRINT OF THE BUILDING ONLY.
- NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- NO ATTEMPT WAS MADE TO DETERMINE WETLANDS OR OTHER ENVIRONMENTAL ISSUES, UNLESS OTHERWISE NOTED.
- IN REGARDS TO ALTA TABLE A ITEM 10(A), NO VISIBLE CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED, NOR WERE ANY DESIGNATED BY THE CLIENT. NECESSARY PERMISSIONS WERE NOT PROVIDED.
- ALL OFFSITE EASEMENTS OR SERVITUDES PROVIDED TO OR OBTAINED BY THE SURVEYOR AS PART OF THE SURVEY ARE PLOTTED AND SHOWN HEREON.

ALTA/NSPS LAND AND TITLE SURVEY
GREENFIELD PLAZA
6700 DENTON HIGHWAY

TARRANT COUNTY WATAUGA, TEXAS

ZONING DATA

ZONING ITEM	REQUIRED	PARKING REQUIREMENTS
ZONING DESIGNATION		
MINIMUM LOT AREA (SQ. FT.)		
MAX IMPERVIOUS COVERAGE		
MAX BUILDING HEIGHT		
BUILDING SETBACKS		
FRONT		
SIDE		
REAR		
NOTES: SUBJECT PROPERTY IS CONSIDERED LEGAL AND CONFORMING		CONTACT: PZRC REPORT DATE: 3/25/20 REPORT #:

BUILDING HEIGHT

BUILDING 1 25.3' ±
BUILDING 2 10.1' ±

BUILDING AREA

BUILDING 1 23,013 SQ. FT.
BUILDING 2 290 SQ. FT.

SURVEYED BY:

ANTHONY RAY CROWLEY R.P.L.S. NO. 6484
CROWLEY SURVEYING
FRN:10194203
4521 FM 2181, #230-484
CORINTH, TX 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com



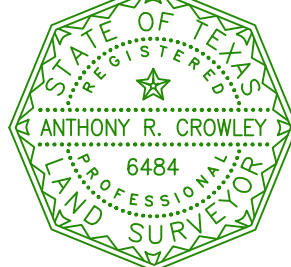
SURVEYOR CERTIFICATE

To: Cantu Services, Inc. a Texas Corporation;
Ali Behzadpour and/or assigns;
Legend Bank; and
First National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17 and 18 of Table A thereof. The fieldwork was completed on February 6, 2021.

Date of Plat or Map: March 26, 2021

ANTHONY RAY CROWLEY R.P.L.S. NO. 6484
CROWLEY SURVEYING
FRN:10194203
4521 FM 2181, #230-484
CORINTH, TX 76210
(469) 850-CPLS(2757)
acrowley@crowleysurveying.com



DATE	REVISION HISTORY	JOB NUMBER 2021-001	PREPARED FOR:
03/08/2021	Client Comments	SCALE: 1" = 30'	BBG BBG ASSESSMENTS, LLC 8300 DOUGLAS AVENUE, SUITE 600 DALLAS, TEXAS 75225 877.524.1187
03/26/2021	Updated Certificate	DRAWN BY: L.J.G	
		APPROVED BY: ARC	



Public Hearing Notice – Zoning Change

August 3, 2021

Dear Property Owner:

The Planning and Zoning Commission will hold a public hearing to consider an application for zoning change during their regular meeting on Wednesday, August 18, 2021 at 6:30 PM in the City Council Chamber at Watauga City Hall, 7105 Whitley Road. The City Council will also hold a public hearing to consider the application for zoning change during their regular meeting on Monday, September 13, 2021 at 6:30 PM in the Council Chamber at Watauga City Hall, 7105 Whitley Road. The purpose is to hear the following case:

Z. 21-02: Consider request for a zoning change from (LB) Local Business to (C) Commercial, at 6700 Denton Highway, being Block 23R of the Greenfield Village Addition. The subject property is located north of Chapman Road and east of Denton Highway. Applicant, Ali Behzadpour, Managing Member of InvMax, LLC.

In accordance with State law, you are receiving this notice due to public records available through Tarrant Appraisal District which reflect you are the owner(s) of one or more parcels within two hundred (200) feet of the subject property. A site map is attached for your information. This notice will serve as public notice for all properties owned in the subject area.

If you are interested, you are invited to attend these meetings. If you cannot attend these meetings and wish to provide written comments or documentation to the Commission, please return your information on the attached response form.

If you have any questions, please contact me at 817-514-5827 or e-mail jgarcia@wataugatx.org.

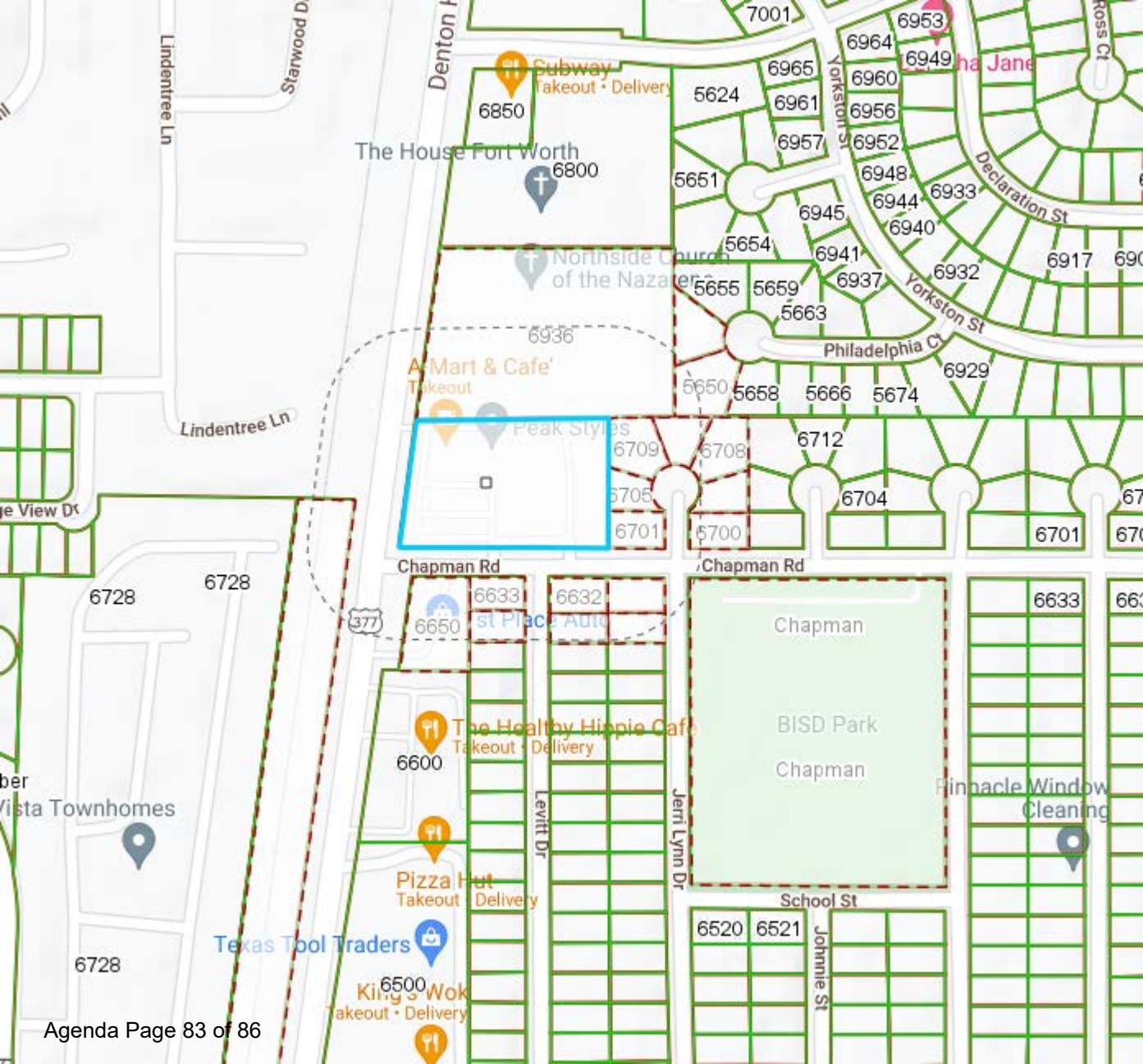
Sincerely,

A handwritten signature in blue ink that reads "Jeannette Garcia". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Jeannette Garcia
Planning and Zoning Coordinator

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

FILE COPY



To: City of Watauga, Texas

From: _____

(Address of Your Property that Could Be Impacted by this Request)

RE: **Z. 21-02:** Consider request for a zoning change from (LB) Local Business to (C) Commercial, at 6700 Denton Highway, being Block 23R of the Greenfield Village Addition. The subject property is located north of Chapman Road and east of Denton Highway. Applicant, Ali Behzadpour, Managing Member of InvMax, LLC.

☐

I PROTEST THE PROPOSED ZONING CHANGE

☐

I SUPPORT THE PROPOSED ZONING CHANGE

Basis for your protest/support _____

Printed Name

Signature

Date

Return to: City of Watauga Development Services
7800 Vigil R. Anthony Sr. Blvd.
Watauga, TX 76148
Email: jgarcia@wataugatx.org

City of Watauga
Development Services
7800 Virgil R. Anthony Sr. Blvd.
Watauga, TX 76148
<http://www.wataugatx.org>

Owner	Owner_Address	Owner_City State	Owner_Zip	Situs_Address
INVMAX LLC	2800 S. Pipeline Rd	Euless TX	76040	6700 Denton Hwy
N FW Chuch of Nazarene	15653 E US Highway 243	Kaufman TX	75142	6936 Denton Hwy
Union Pacific Railroad Co	1400 Douglas Stop 1640 St	Omaha NE	68179	Watauga Rd
Tri Dal Real Estate LTD	540 Commerce St	Southlake TX	76092-9113	6650 Denton Hwy
Chetri Man Mohan	9529 Saltbrush St	Fort Worth TX	76177	6633 Levitt Dr
Ma Tu Marip	7048 Glenview Dr 41	N Richland Hills TX	76180	6629 Levitt Dr
Juan P Ortega & Servin Luna Maria	6632 Levitt Dr	Watauga TX	76148	6632 Levitt Dr
Anh & Hien Thi Hoang	6628 Levitt Dr	Fort Worth TX	76148-2530	6628 Levitt Dr
Michael & Lisa Luedtke	6633 Jerri Lynn Dr	Watauga TX	76148-2519	6633 Jerri Lynn Dr
Sandra L Mollett	6629 Jerri Lynn Dr	Watauga TX	76148-2519	6629 Jerri Lynn Dr
Birdville ISD	6125 E Belknap St	Fort Worth TX	76117-4204	5700 Chapman Rd
Laura Francis Lawson	6700 Jerri Lynn Ct	Watauga TX	76148-1953	6700 Jerri Lynn Ct
Ray D & Antrice Lewis	6704 Jerri Lynn Ct	Watauga TX	76148	6704 Jerri Lynn Ct
Diane S Daigh	6708 Jerri Lynn Ct	Watauga TX	76148-1953	6708 Jerri Lynn Ct
Shilpa Tanwar	1200 Rosewood Ln	Allen TX	75002-5089	6712 Jerri Lynn Ct
Nathan V McRaney	6709 jerri Lynn Ct	Watauga TX	76148-1953	6709 Jerri Lynn Ct
George Garza	2901 Elinor St	Fort Worth TX	76111-6227	6705 Jerri Lynn Ct
Souksavanh& B Detvongsa	6701 Jerri Lynn Ct	Watauga TX	76148-1953	6701 Jerri Lynn Ct
Dawn M Humphries	5650 Philadelphia Ct	Watauga TX	76148-1956	5650 Philadelphia
Ravines Martin Rafael La Rosa	5651 Philadelphia Ct	Watauga TX	76148-1956	5651 Philadelphia



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
18806	109698	Print Legal Ad - IPL0034800		\$88.12	1	47 L

Attention: Raquel Guajardo

CITY OF WATAUGA
7105 WHITLEY RD
FORT WORTH, TX 761482024

NOTICE OF PUBLIC HEARINGS

PLANNING AND ZONING
COMMISSION
CITY HALL COUNCIL CHAMBER
7105 WHITLEY ROAD, WATAUGA,
TEXAS 76148
AUGUST 18, 2021
6:30 P.M.

Notice is hereby given of a public hearing to be held in the City of Watauga Council Chambers located at 7105 Whitley Road, Watauga, Texas 76148, on Wednesday, August 18, 2021, at 6:30 p.m. during the regular Planning and Zoning Commission meeting, for the purpose of hearing the following cases:

Z. 21-02: Consider request for a zoning change from (LB) Local Business to (C) Commercial, at 6700 Denton Highway, being Block 23R of the Greenfield Village Addition. The subject property is located north of Chapman Road and east of Denton Highway. Applicant, Ali Behzadpour, Managing Member of InvMax, LLC.

ORD. 21-01: Review recommendation of the City of Watauga Planning and Zoning Commission's Preliminary Report to consider text amendments to the City's Zoning Ordinance.

Published on Friday, July 30, 2021, in the Star Telegram, Legal Notices Section.

I, Raquel Guajardo, Deputy City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, July 30, 2021, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

Raquel Guajardo, Deputy City Secretary
IPL0034800
Jul 30 2021

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

No. of Insertions: 1

Beginning Issue of: 07/30/2021

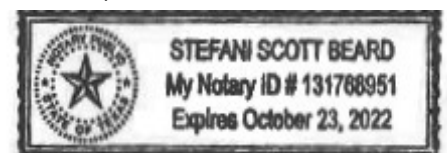
Ending Issue of: 07/30/2021

Amanda Grisham

Sworn to and subscribed before me this 30th day of July in the year of 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!