



PLANNING AND ZONING COMMISSION REGULAR AGENDA

Tuesday, September 3, 2024

Notice is hereby given that the Planning and Zoning Commission of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 3, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas.

PLANNING AND ZONING COMMISSION MEETING ETIQUETTE

Gentlemen are requested to remove their hats inside the City Council Chambers. As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate." Please, no talking during the meetings. Take all conversations outside so that others can hear.

Thank you!

Open Session

1. Call to Order

Announcements, Presentations and Public Hearings

Public Hearings – The Council will take Input on Items Requiring Public Hearing Items **Prior** to any Action.

2. **Z24-02:** General Residential (GR) to Heavy Commercial (HC) for property 297365 2201 Old Bankhead Hwy (Old State Highway 80), which is 2 acres in SC 32 BK 33 1N 620. City of Big Spring, Howard County Texas.

Shane
Bowles

Consent Items

3. Approval of the minutes from the Planning & Zoning Committee meeting held on July 20, 2024.
4. Approval of the minutes from the Planning & Zoning Committee meeting held on April 16, 2024.

Old Business

New Business

- 5. Z24-02: General Residential (GR) to Heavy Commercial (HC) for property 297365 2201 Old Bankhead Hwy (Old State Highway 80), which is 2 acres in SC 32 BK 33 1N 620. City of Big Spring, Howard County Texas.

- 6. Approval of a Preliminary Plat for a 3.833 acre tract of land, located in the NW 1/4 of Section 46, Block 32 T&P R>R> CO> Survey, Abstract No. 655, Big Spring, Howard County, Texas.

Shane
Bowles

Commissioners Input

Public Hearings – The Commissioners will take Input on Items Requiring Public Hearing Items **Prior** to any Action.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the Planning and Zoning and Posted on Friday, August 30, 2024, at 4:30 p.m. in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, www.mybigspring.com, in accordance with legal requirements.

Angela Brown, Public Works Coordinator

PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT ANGELA BROWN AT 264-2501 or abrown@mybigspring.com. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 72 HOURS IN ADVANCE OF THE MEETING TIME.



Zone Change Application

General Information

- Prior to the submittal of an application, the applicant is encouraged to schedule a pre-application meeting with City Staff.
- This application will not be scheduled for hearing until reviewed by the Director of Public Works or designee.

Request Type

<input checked="" type="checkbox"/> Straight Zoning	<input type="checkbox"/> Planned Development	<input type="checkbox"/> PD Amendment	<input type="checkbox"/> Specific Use Permit-SUP
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Applicant Information

<input checked="" type="checkbox"/> Property Owner	<input type="checkbox"/> Authorized Representative	<input type="checkbox"/> Project Manager
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Authorized Representatives/Project Managers must provide a notarized affidavit required including signature of legal owner(s)

Name: Troy Vaughn (Manager of GenStack Power LLC)	Phone Number: 469-600-8331
Mailing Address: 7301 State Highway 161, Suite 215 Irving, TX 75039	Email Address: tvaughn@principlesvc.com

Project Information

 To install 9.9 MW of Diesel Generators to act as a peaking power plant (minimal run time per year)

Name of Project (if applicable): **GS Big Spring**

Subject Property Address and/or Location (Use attachment, if necessary): 2201 Old Bankhead Highway

Legal Description (Use attachment, if necessary): SC 32 BK 33 1N 620 2 ACRES

Current Zoning: GR	Requested Zoning: HC	Comprehensive Plan Designation:
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Existing Use of Property: **Diesel Generation of electricity**

Proposed Use of Property: Diesel Generation of electricity (storage of generators and peaking power)

I hereby certify that I am the owner or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Signature: Troy L Vaughn Date: 7/26/2024

OFFICE USE ONLY

Case Number:	Date of Application:	Date Fee Received (\$400.00): Fee \$325.00 - SUP:
Affidavit attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	P&Z Meeting Date:	
City Council 1st Reading Date:	City Council 2nd Reading Date:	

Important Information Regarding Zone Change Requests

1. An application for a zone change on a property may only be made by the owner of that property and/or an authorized representative of the property owner. An authorized representative shall present a notarized affidavit from the property owner. If the subject property is owned by the City of Big Spring, the Director of Public works or designee may apply for the zone change on behalf of the City.
2. No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity not allowed by present zoning cannot occur before City Council's final approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
3. Approved zone changes are applied to the specified property, not the property owner.
4. The Planning & Zoning Commission makes recommendations to City Council. If the Planning & Zoning Commission recommends approval of a zone change request, the case must still go before City Council for final action
5. If a zone change request is granted by City Council, and the property meets the requirements of the City's Subdivision Ordinance, permits for building, construction, and/or utility connection may be obtained by the City's Permits Department.
6. Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between residential and non-residential zoning districts. These requirements are outline in the City of Big Spring's Zoning Ordinance. It is the applicant's benefit to ensure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
7. The Planning Department will notify, in writing, owners of property within 200 feet of the subject property of the zone change request.
8. If a proposed zone change has been recommended for disapproval by the Planning & Zoning Commission, or if a protest against such proposed change has been filed with the City Secretary, duly signed and acknowledged by the owners of twenty (20) percent or more of the land area contained in the 200 foot notification boundary, then such amendment shall not become effective except by a 3/4ths vote of the City Council.
9. The applicant or an authorized representative should attend public hearings pertaining to the request and be prepared to present the case and answer any relevant questions from the Planning & Zoning Commission or City Council members.



Memo

Meeting Date: August 20, 2024

To: Planning and Zoning Commission

From: Cameron Walker, Contract Planner

Subject: Request for zone change approval on the following property:
Being a 2.094-acre tract of land situated in the SW/4 of Section 32, Block 33, T-1-N, T. & P. R.R. Co. Survey, Abstract No. 597, Howard County, Texas.

Contact: Cameron Walker, Contract Planner, 432-349-5102

Analysis:

The property is currently undeveloped; it is zoned GR, General Residential and HC, Heavy Commercial District. The HC portion of the tract is located closer to the Old West Hwy 80 roadway. The rear of the property to the southeast is zoned for GR and is vacant. The HC portion is developed with a fuel tank, five electrical valves, an electrical box and a control house. It is fenced. The applicant, GenStack Power, LLC, wishes to use the GR portion of the tract to place electricity generators that will utilize diesel fuel. The property to the southeast and outside of the subject tract is vacant. Neighboring uses include a boarded up, damaged old house to the south and an electric generating station to the north.

Eight letters were mailed by staff to neighboring property owners within 200' of the land parcel; the notification complies with state law and the city's zoning regulations. No letter of objection has been received. Staff recommends approval of the zone change application from General Residential District to Heavy Commercial District.

Attachments: Aerial map highlighting subject property, notification boundary, zone change application.

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STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, July 20, 2023, with the following board members:

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KELLY HARRIS	MEMBER
KEVAN SCHOOLER	MEMBER
TJ STEWART	MEMBER

Same and constituting a quorum, for which four board members must be present; and the following were in person;

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KEVAN SCHOOLER	MEMBER
KELLEY HARRIS	MEMBER
T.J. STEWART	MEMBER

Open Session

Call to Order

Chairperson Avant called the meeting to order at 5:30 pm.

Announcements, Presentations and Public Hearings

Notice of Possible Quorum

Consent Items

Approval of the Planning and Zoning Commission Meeting Minutes from the regular meeting held on May 16, 2023.

Member Schooler made a motion to approve, 2nd by Member Stewart.
5 ayes 0 nays

New Business

Discussion to amend the City of Big Spring Zoning Code to allow electric battery storage operations within the city limits. To discuss a definition for energy storage and create a zoning in which the use is allowed.

Cameron Walker explained the item and expressed he was against it.

Mason Parker explained his project and disagreement with Cameron Walker.

Shane Bowles and Joe Cazares expressed their views about the citizens' safety.

After a great discussion with the P&Z Commission, the Commission decided not to add this item to the City Code at this time.

Commissioners Input

Move to adjourn by Member McDaniel, 2nd by Member Stewart

5 ayes 0 nays

Dale Avant, Chair

ATTEST:

Angela Brown, Public Works Coordinator

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, April 18, 2023, with the following board members:

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KELLY HARRIS	MEMBER
KEVAN SCHOOLER	MEMBER
TJ STEWART	MEMBER

Same and constituting a quorum, for which four board members must be present; and the following were in person;

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KEVAN SCHOOLER	MEMBER
KELLEY HARRIS	MEMBER
T.J. STEWART	MEMBER

Open Session

Call to Order

Invocation

Pledge of Allegiance to the United States Flag and to the Texas State Flag

Announcements, Presentations and Public Hearings

Minutes

Approval of the Planning and Zoning Commission Meeting Minutes from the regular meeting held on April 04, 2023.

A motion to approve as written was made by Member Schooler
2nd by Member Stewart
Vote was 5 ayes 0 nays

Old Business

New Business

Consideration and approval of a preliminary plat of the Lisciotti Addition, being a 4.307-acre tract out of Sections 5 and 8, Block 32, T-1-S, T&P RR. Co. Survey, City of Big Spring, Howard County, Texas.

Member Stewart made a motion to approve the preliminary plat of the Lisciotti Addition, being a 4.307 acre tract out of Section 5 and 8, Block 32, T-1-S, T&P RR Co. Survey, Big Spring, Howard County, Texas.
2nd by Member Schooler
Vote was 5 ayes 0 nays

Consideration and approval of a final plat of the Lisciotti Addition, being a 4.307-acre tract out of Sections 5 and 8, Block 32, T-1-S, T&P RR. Co. Survey, City of Big Spring, Howard County, Texas.

Member Schooler made a motion to approve the final plat of the Lisciotti Addition, being a 4.307 acre tract out of Section 5 and 8, Block 32, T-1-S, T&P RR Co. Survey, Big Spring, Howard County, Texas
2nd by Member McDaniel
Vote was 5 ayes 0 nays

Commissioners Input

Kevan Schooler, Chair

ATTEST:

Angela Brown, Public Works Coordinator

with prescribed conditions, but is considered disapproval of the plat until such conditions are met. Approval of a preliminary plat shall be considered to be approval of the general arrangement of lots, streets and alleys and the width of streets and alleys, but is not considered to be final acceptance of the subdivision plat. Preliminary plats must be considered by the City Council, and any approval by the Planning and Zoning Commission is considered a recommendation to the City Council.

IV. VARIANCES The following variances are requested: (attach additional information if necessary)

1. Any required Public Improvement: Describe: _____
2. Street/Alley alignment, width or length: _____

V. DEVELOPMENT AGREEMENT: Are you requesting City participation?

_____ YES NO

NOTE: If property owner is to be represented by an authorized agent and said agent files and executes the application on behalf of the property owner, the agent should print the property owner's name and his own on the lines provided on page 1 and complete the affidavit below. *All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Big Spring.*

QuikTrip Corporation c/o Tariq Samuels 7.24.24 By: Graham Cook
 (PROPERTY OWNER) (DATE) (If applicable - see note)

STATE of TEXAS
COUNTY OF HOWARD

Before me, the undersigned authority, on this day personally appeared Graham Cook who, being by me duly sworn, upon oath says: That he is authorized by QuikTrip Corporation c/o Tariq Samuels, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

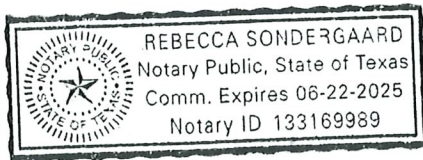
Graham Cook
(Signature of Affiant)

Subscribed and sworn to before me, by the said Graham Cook, this 24 day of July, 2024, to certify which witness my hand and seal of office.

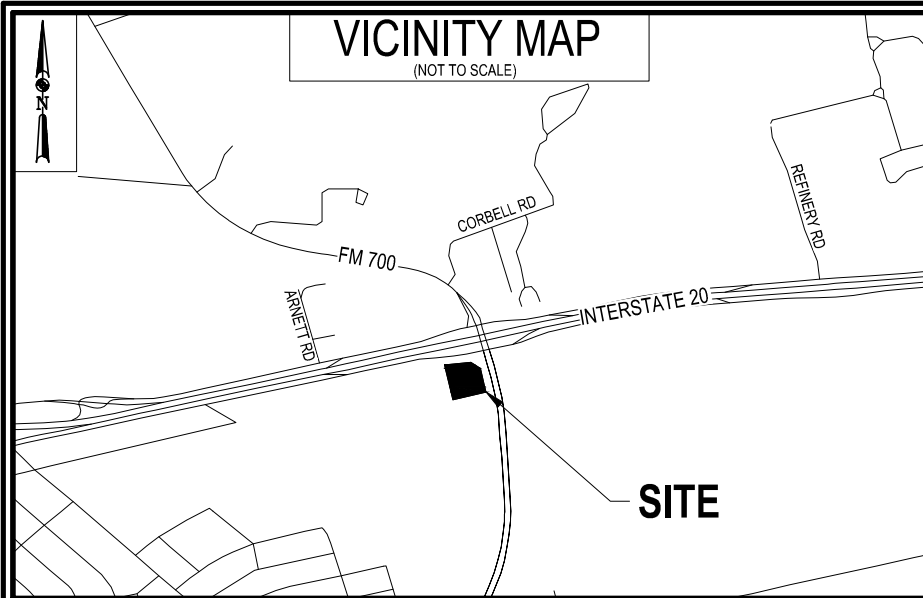
FOR OFFICE USE ONLY
Rec'd BY: _____ DATE: _____
RES REPLAT: YES _____ NO _____
ASSIGNED: _____
FOR: _____ ON: _____

Rebecca Sondergaard
Notary Public, Howard County, Texas

****Application will not be scheduled for hearing until reviewed by the Director of Public Works.****



Case Number: _____



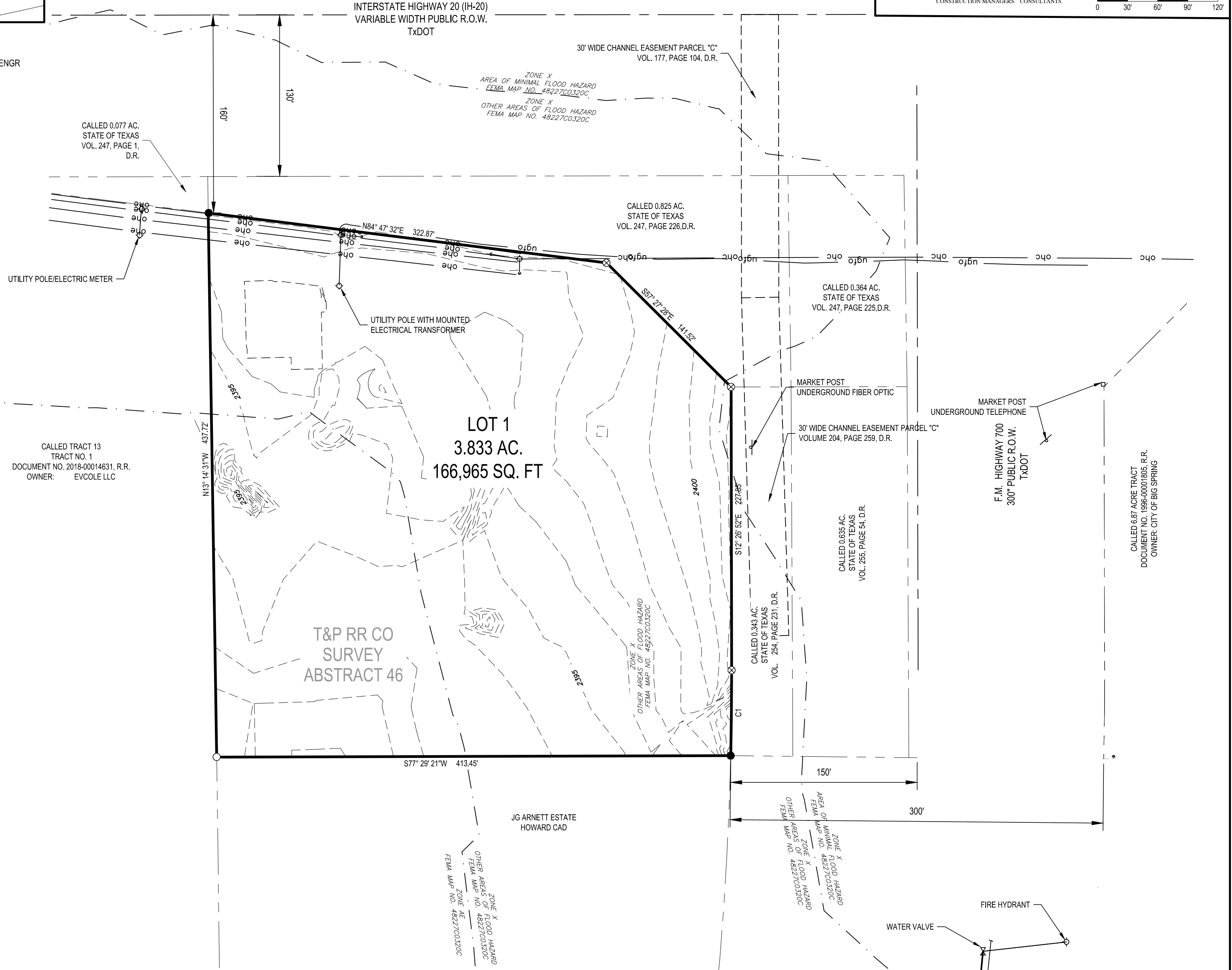
OWNER/DEVELOPER
 QTR CORPORATION
 4705 S 129TH EAST AVE,
 TULSA, OK 74134-7008
 945.455.6422
 JUNE 2024

PRELIMINARY PLAT
QUIKTRIP STORE 7910
 A 3.833 ACRE TRACT OF LAND, LOCATED IN THE NW ¼ OF SECTION 46, BLOCK 32, T&P R.R. CO. SURVEY, ABSTRACT NO. 655, HOWARD COUNTY, TEXAS, AND BEING ALL OF A CALLED 3.83 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2016-00010094 OF THE REAL PROPERTY RECORDS OF HOWARD COUNTY, TEXAS.
 PLAT PREPARED BY THE FOLLOWING CIVIL ENGINEER AND LAND ENGINEERING FIRM:

MATKINHOOPER
 ENGINEERING & SURVEYING
 P.O. BOX 54
 8 SPENCER ROAD SUITE 100
 BOERNE, TEXAS 78009
 OFFICE: 830.249.0600 FAX: 830.249.0099
 TEXAS REGISTERED ENGINEERING FIRM F-046512
 CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS

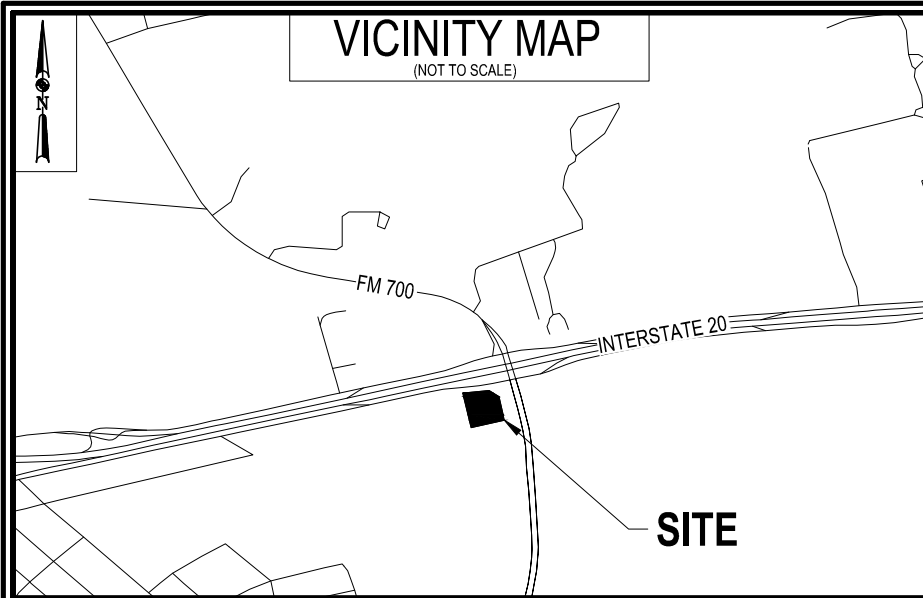
- LEGEND**
- FOUND 5/8" IRON ROD FROM BRADSHAW ENGR
 - SET IRON ROD
 - ⊗ TXDOT TYPE 1 MONUMENT
 - PROPERTY BOUNDARY
 - ohe OVERHEAD ELECTRIC
 - ohc OVERHEAD CABLE
 - ugfo UNDERGROUND FIBER OPTIC
 - - - FLOOD PLAIN BOUNDARY
 - - - CENTER LINE
 - - - MINOR CONTOUR LINES
 - - - MAJOR CONTOUR LINES
 - UTILITY POLE
 - FIRE HYDRANT
 - UTILITY PEDESTAL/RISER
 - ⊗ UTILITY VALVE
 - SINGLE POST SIGN

- ABBREVIATIONS**
- R.O.W. RIGHT OF WAY
 - A.C. ACRES
 - VOL. VOLUME
 - SQ.FT. SQUARE FEET
 - TxDOT TEXAS DEPARTMENT OF TRANSPORTATION
 - D.R. DEED RECORD
 - R.R. REAL RECORD



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	68.64'	2713.87'	001°26'57"	S11°43'34"E	68.64'



OWNER/DEVELOPER
QTR CORPORATION
4705 S 129TH EAST AVE,
TULSA, OK 74134-7008
945.455.6422

JUNE 2024

**PRELIMINARY PLAT
QUIKTRIP STORE 7910**

A 3.833 ACRE TRACT OF LAND, LOCATED IN THE NW ¼ OF SECTION 46, BLOCK 32, T&P R.R. CO. SURVEY, ABSTRACT NO. 655, HOWARD COUNTY, TEXAS, AND BEING ALL OF A CALLED 3.83 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2016-00010094 OF THE REAL PROPERTY RECORDS OF HOWARD COUNTY, TEXAS.

PLAT PREPARED BY THE FOLLOWING CIVIL ENGINEER AND LAND ENGINEERING FIRM:

MATKIN HOOVER
ENGINEERING & SURVEYING

P.O. BOX 54
8 SPENCER ROAD SUITE 100
BORENE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-046512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

SCALE: 1"=60'

FEMA:

REFERENCED PROPERTY IS IN ZONE AE, SPECIAL FLOOD HAZARD AREA, ZONE X, OTHER AREAS OF FLOOD HAZARD AND ZONE X, AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON FEMA FLOOD MAP 48227C0320C, EFFECTIVE DATE: OCTOBER 6, 2010.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT QT SOUTH, LLC DO(ES) HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS QT 7910 ADDITION, AN ADDITION THE CITY OF BIG SPRING, TEXAS, AND HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON.

WITNESS OUR HANDS AT (BIG SPRING, TEXAS), THIS THE ____ DAY OF _____, 20____.

QT SOUTH, LLC
BY QTR CORPORATION
ITS MANAGING MEMBER

BY: _____
JOSEPH S. FAUST
REGIONAL DIRECTOR OF REAL ESTATE

TO THE BEST OF MY KNOWLEDGE, THERE ARE NO LIENS AGAINST THIS PROPERTY.

SIGNATURE OF OWNER

I, BRETT ZITTERKOPF, COUNTY CLERK OF HOWARD COUNTY AND EX OFFICIO CLERK OF THE HOWARD COUNTY COMMISSIONERS' COURT, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS APPROVED AT A LEGALLY CONVENED MEETING OF THE HARRIS COUNTY COMMISSIONERS' COURT HELD ON _____, 20____ BY AN ORDER ENTERED INTO THE MINUTES OF THE COURT.

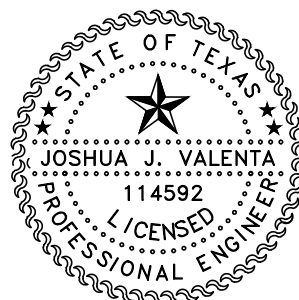
BRETT ZITTERKOPF
COUNTY CLERK
OF HOWARD COUNTY, TX

BY: _____
DEPUTY

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

JOSHUA J. VALENTA
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 114592



SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CURRENTLY SHOWN THEREON.

KYLE L. PRESSLER
SURVEYOR'S SIGNATURE



A 3.833 ACRE TRACT OF LAND, LOCATED IN THE NW ¼ OF SECTION 46, BLOCK 32, T&P R.R. CO. SURVEY, ABSTRACT NO. 655, HOWARD COUNTY, TEXAS, AND BEING ALL OF A CALLED 3.83 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2016-00010094 OF THE REAL PROPERTY RECORDS OF HOWARD COUNTY, TEXAS. SAID 3.833 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" IN THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20(IH-20), A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AT THE SOUTHEAST CORNER OF A CALLED 0.077 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN VOLUME 247, PAGE 1 OF THE DEED RECORDS OF HOWARD COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF A CALLED 0.825 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN VOLUME 247, PAGE 226 OF THE DEED RECORDS OF HOWARD COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF SAID 3.83 ACRE TRACT AND THE TRACT DESCRIBED HEREIN, FROM WHICH A FOUND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RIGHT-OF-WAY (ROW) MONUMENT, TYPE I, (DAMAGED) IN SAID RIGHT-OF-WAY LINE AND FOR THE WEST CORNER OF SAID 0.077 ACRE TRACT BEARS, S 84° 47' 52" W, A DISTANCE OF 231.57 FEET, AND ALSO FROM SAID SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" A FOUND 2" CITY OF BIG SPRING ALUMINUM CAP IN CONCRETE (DAMAGED) FOR THE NORTHWEST CORNER OF SAID SECTION 46 BEARS, S 78° 56' 48" W, A DISTANCE OF 1132.50 FEET AND N 13° 09' 37" W, A DISTANCE OF 1587.79 FEET;

THENCE: WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF IH-20, THE SOUTHERLY LINE OF SAID 0.825 ACRE TRACT AND THE NORTH LINE OF SAID 3.83 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N 84° 47' 32" E, A DISTANCE OF 322.87 FEET TO A FOUND TXDOT ROW MONUMENT, TYPE I, (DAMAGED) FOR THE NORTHWEST END OF A CUTBACK AND FOR A NORTHERLY CORNER OF THE TRACT DESCRIBED HEREIN, AND
2. S 57° 27' 28" E, A DISTANCE OF 141.52 FEET TO A FOUND TXDOT ROW MONUMENT, TYPE I, (DAMAGED) AT THE SOUTHEAST END OF SAID CUTBACK, AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF IH-20 AND THE WESTERLY RIGHT-OF-WAY LINE OF F.M. 700, A 300' WIDE PUBLIC RIGHT-OF-WAY, FOR SOUTHERLY CORNER OF SAID 0.825 ACRE TRACT, FOR THE NORTHWEST CORNER OF A CALLED 0.343 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN VOLUME 254, PAGE 231 OF THE DEED RECORDS OF HOWARD COUNTY, TEXAS, FOR THE MOST EASTERLY NORTHEAST CORNER OF SAID 3.83 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: WITH THE WESTERLY RIGHT-OF-WAY LINE OF F.M. 700, THE WESTERLY LINE OF SAID 0.343 ACRE TRACT AND THE EASTERLY LINE OF SAID 3.83 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. S 12° 28' 52" E, A DISTANCE OF 227.85 FEET TO A FOUND TXDOT ROW MONUMENT, TYPE I, (DAMAGED) FOR A POINT OF CURVATURE, AND
2. WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2713.87 FEET, AN ARC LENGTH OF 68.64 FEET, A DELTA ANGLE OF 1° 28' 57" AND A CHORD BEARS, S 11° 43' 34" E, A DISTANCE OF 68.64 FEET TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR THE SOUTHEAST CORNER OF SAID 3.83 ACRE TRACT AND THE TRACT DESCRIBED HEREIN, FROM WHICH A FOUND 5/8" IRON ROD FOR AN ANGLE IN THE WESTERLY RIGHT-OF-WAY LINE OF F.M. 700 BEARS, S 08° 04' 01" E, A DISTANCE OF 765.76 FEET;

THENCE: S 77° 29' 21" W, DEPARTING THE WESTERLY RIGHT-OF-WAY LINE AND WITH THE SOUTH LINE OF SAID 3.83 ACRE TRACT, A DISTANCE OF 413.45 FEET TO A FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "CRIM BRADSHAW ENG" IN THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED AS TRACT 13 OF RECORD IN DOCUMENT NO. 2018-00014631 OF THE REAL PROPERTY RECORDS OF HOWARD COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF SAID 3.83 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: N 13° 14' 31" W, WITH THE COMMON LINE BETWEEN SAID 3.83 ACRE TRACT AND SAID TRACT 13, A DISTANCE OF 437.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.833 ACRES OF LAND SITUATED IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, 4202, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT, FIELD WORK PERFORMED IN FEBRUARY 2024.

THENCE:

STATE OF TEXAS

HOWARD COUNTY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT _____ HE _____ EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THAT ____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR HOWARD COUNTY, TEXAS

CITY OF BIG SPRING

FOR APPROVAL BY THE COMMISSION:

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF BIG SPRING, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS ____ DAY OF _____, 20____.

SIGNED: _____
CHAIR PERSON

FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF BIG SPRING, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF BIG SPRING AND HEREBY RECOMMEND APPROVAL.

SIGNED: _____
DIRECTOR OF PUBLIC WORKS

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____
UTILITY COMPANY

I HEREBY CERTIFY THAT THE ABOVE AND FORGOING PLAT OF QT 7910 ADDITION TO THE CITY OF BIG SPRING, TEXAS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING ON THE ____ DAY OF _____, 20____.

THIS APPROVAL SHALL BE INVALID UNLESS THE APPROVED PLAT OF SUCH ADDITION IS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS, WITHIN ONE HUNDRED AND TWENTY (120) DAYS FROM SAID DATE OF FINAL APPROVAL PURSUANT TO ARTICLE III, SEC. 3B.

WITNESS MY HAND THIS ____ DAY OF _____, 20____.

CITY SECRETARY

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

COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY

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

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

Authorized

RATTIKIN TITLE COMPANY

By: *Megan Kulsam*

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]*

ATTEST

President

Maryjia Kemofua

Secretary

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800)925-0965 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

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

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

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

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

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



**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A**

**Issued By
CHICAGO TITLE INSURANCE COMPANY**

Effective Date: December 28, 2023

GF No.: 23-0308

Commitment No. 23-0308, issued April 11, 2024, 8:00 AM

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)

(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$1,250,000.00

PROPOSED INSURED: Green Meadow Capital, LLC a Texas limited liability company

b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

f. OTHER

Policy Amount:

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Paul A. O'Brien and Kathleen J. O'Brien, as Trustees of the Revocable Trust Agreement of Paul A. O'Brien and Kathleen J. O'Brien.

SCHEDULE A

(Continued)

4. Legal description of land:

A 3.833 acre tract of land, located in the NW ¼ of Section 46, Block 32, T&P R.R. CO. Survey, Abstract No. 655, Howard County, Texas, and being all of a called 3.83 acre tract of land as described of record in Document No. 2016-00010094 of the Real Property Records of Howard County, Texas. Said 3.833 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southerly right-of-way line of Interstate Highway 20(IH-20), a variable width public right-of-way, at the southeast corner of a called 0.077 acre tract of land as described of record in volume 247, Page 1 of the Deed Records of Howard County, Texas, for the southwest corner of a called 0.825 acre tract of land as described of record in Volume 247, Page 226 of the Deed Records of Howard County, Texas, for the northwest corner of said 3.83 acre tract and the tract described herein, from which a found Texas Department of Transportation (TxDOT) Right-of-Way (ROW) Monument, Type I, (damaged) in said right-of-way line and for the west corner of said 0.077 acre tract bears, S 84° 47' 52" W, a distance of 231.57 feet, and also from said set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" a found 2" City of Big Spring Aluminum Cap in concrete (damaged) for the northwest corner of said Section 46 bears, S 78° 56' 48" W, a distance of 1132.50 feet and N 13° 09' 37" W, a distance of 1587.79 feet;

THENCE: With the southerly right-of-way line of IH-20, the southerly line of said 0.825 acre tract and the north line of said 3.83 acre tract, the following two (2) courses:

1. N 84° 47' 32" E, a distance of 322.87 feet to a found TxDOT ROW Monument, Type I, (damaged) for the northwest end of a cutback and for a northerly corner of the tract described herein, and
2. S 57° 27' 28" E, a distance of 141.52 feet to a found TxDOT ROW Monument, Type I, (damaged) at the southeast end of said cutback, at the intersection of said southerly right-of-way line of IH-20 and the westerly right-of-way line of F.M. 700, a 300' wide public right-of-way, for southerly corner of said 0.825 acre tract, for the northwest corner of a called 0.343 acre tract of land as described of record in Volume 254, Page 231 of the Deed Records of Howard County, Texas, for the most easterly northeast corner of said 3.83 acre tract and the tract described herein;

THENCE: With the westerly right-of-way line of F.M. 700, the westerly line of said 0.343 acre tract and the easterly line of said 3.83 acre tract, the following two (2) courses:

1. S 12° 26' 52" E, a distance of 227.85 feet to a found TxDOT ROW Monument, Type I, (damaged) for a point of curvature, and
2. With a tangent curve to the right having a radius of 2713.87 feet, an arc length of 68.64 feet, a delta angle of 1° 26' 57" and a chord bears, S 11° 43' 34" E, a distance of 68.64 feet to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of said 3.83 acre tract and the tract described herein, from which a found 5/8" iron rod for an angle in the westerly right-of-way line of F.M. 700 bears, S 08° 04' 01" E, a distance of 765.76 feet;

THENCE: S 77° 29' 21" W, departing the westerly right-of-way line and with the south line of said 3.83 acre tract, a distance of 413.45 feet to a found 5/8" iron rod with an orange plastic cap stamped "Crim Bradshaw Eng" in the easterly line of a tract of land described as Tract 13 of record in Document No. 2018-00014631 of the Real Property Records of Howard County, Texas, for the southwest corner of said 3.83 acre tract and the tract described herein;

THENCE: N 13° 14' 31" W, with the common line between said 3.83 acre tract and said Tract 13, a distance of 437.72 feet to the POINT OF BEGINNING and containing 3.833 acres of land situated in the City of Big Spring, Howard County, Texas.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

SCHEDULE B

Commitment No.: 23-0308

GF No.: 23-0308

EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:

In policy to be issued, Item No. 1 will be deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Intentionally deleted.
 - b. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule "B" or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - c. Intentionally Deleted
 - d. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease between Paul A. O'Brien and Kathleen J. O'Brien, as Trustees of the Revocable Trust Agreement of Paul A. O'Brien and Kathleen J. O'Brien and Veritas 321 Energy Partners LP dated December 17, 2013 recorded in Volume 1412, page 361, Official Public Records of Howard County, Texas.
 - e. Pipeline easement executed by J.G. Arnett to Cosden Petroleum Corp., dated March 28, 1956, recorded in Volume 228, page 347, Deed Records of Howard County, Texas, and noted on survey plat dated February 22, 2024 prepared by Kyle L. Pressler, Registered Professional Land Surveyor No. 6528.
 - f. Pipeline easement executed by J.G. Arnett to Cosden Petroleum Corp., dated April 3, 1956, recorded in Volume 228, page 355, Deed Records of Howard County, Texas, and noted on survey plat dated February 22, 2024 prepared by Kyle L. Pressler, Registered Professional Land Surveyor No. 6528.
 - g. Intentionally deleted.
 - h. Intentionally deleted.
 - i. Intentionally deleted.
 - j. Intentionally deleted.
 - k. Right of way easement executed by J.G. Arnett, et ux to Cosden Petroleum Corp. dated March 23, 1944, recorded in Volume 120, page 41, Deed Records of Howard County, Texas, and noted on survey plat dated February 22, 2024 prepared by Kyle L. Pressler, Registered Professional Land Surveyor No. 6528.
 - l. Intentionally deleted.
 - m. Intentionally deleted.
 - n. Intentionally deleted.
 - o. Intentionally deleted.

SCHEDULE B
(Continued)

- p. Intentionally deleted.
- q. Intentionally deleted.
- r. Intentionally deleted.
- s. Intentionally deleted.
- t. Right of way easement executed by J.G. Arnett, et ux to Southwestern Bell Co. dated August 16, 1955, recorded in Volume 220, page 56, Deed Records of Howard County, Texas, and noted on survey plat dated February 22, 2024 prepared by Kyle L. Pressler, Registered Professional Land Surveyor No. 6528.
- u. Intentionally deleted.
- v. Intentionally deleted.
- w. Intentionally deleted.
- x. Intentionally deleted.
- y. The subject property lies within the Howard County Water Control and Improvement District No. 1 and therefore this policy excepts to the rights of Howard County Water Control & Improvement District No. 1 to levy taxes and issue bonds as set out in the formation filed by the District in the records of the County Clerk of Howard County, Texas. (Volume 216, Page 347, Deed Records of Howard County, Texas)
- z. Intentionally deleted.
- aa. Subject property has frontage or abuts IH 20 which is a controlled access highway. The Company does not insure against the exercise of power by competent governmental authority to limit control or deny access, ingress or egress to the above-described property from aforementioned highway or service road which the subject property abuts, nor does it insure that the insured has or shall continue to have access, ingress and egress from such property to and from such highway and service road.
- ab. Intentionally Deleted
- ac. Consequences, if any, including rights and interests of others, arising out of or evidenced by the following matters as disclosed on the survey dated February 22, 2024, prepared by Kyle L. Pressler, Registered Professional Land Surveyor No. 6528:
 - 1) Overhead electrical and telecommunication lines, power poles, anchors and guys along the Northerly property line.
 - 2) Underground fiber optic lines along the Northerly property line.
 - 3) A billboard sign and mount along the Northeasterly side of the subject property.

SCHEDULE C

Commitment No.: 23-0308

GF No.: 23-0308

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **OTHER SPECIFIC EXCEPTIONS:**
 - a.
 - i. Unless otherwise requested in writing prior to closing of the subject transaction, all Endorsements to each Loan Policy of Title Insurance issued pursuant to this Commitment able to be incorporated by reference will be so incorporated in each said Loan Policy.
 - ii. The Company shall follow the Rules as set out by the Texas Department of Insurance in disbursing the funds provided by the Assured and/or Insured on Schedule A of this Commitment. Good Funds shall be as defined in Rule P-27; however, the Company requires that such funds be "collected funds" prior to disbursement, except for funds delivered to the Company by bank wire, cashier's check or cash. The Company does not accept any ACH (Automated Clearing House) funds of any type or form. The Company's wire transfer instructions are attached to this commitment.
 - iii. Your policy will contain an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing the enclosed form and returning it to the Company at or before the closing of your real estate transaction. (Not applicable to Residential Owner Policy)
 - iv. The Contract you entered into agreeing to purchase the property described in Schedule

SCHEDULE C

(Continued)

A of this Commitment may provide that the standard Owner Title Policy contains an exception as to "discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping of improvements", and that Buyer, at Buyer's expense or at the expense of the party designated in the Contract, may have the exception amended to read, "shortages in area", thereby giving you coverage for these matters.

Also, the Texas Title Insurance Information portion of this Commitment for Title Insurance advises the Insured that the Policy will insure against loss because of such discrepancies or conflicts in boundary lines, encroachment or protrusions, or overlapping of improvements, so long as a survey is provided that is acceptable to the Company, and an additional premium for the coverage is paid.

The Owner Policy of Title Insurance to be issued in this transaction will contain the coverage described in the above paragraph, and, unless the Contract provides otherwise, the Insured will be charged the additional premium promulgated by the Texas Department of Insurance, unless an acceptable survey is not furnished, or, on or before the date of closing, the Insured advises the Company in writing that the Insured rejects this coverage.

(Applies to the Owner Title Insurance Policy only)

- v. The Texas Title Insurance Information portion of this Commitment advises the Insured that the Policy is not an abstract of title and that the Company does not have an obligation to determine the ownership of any mineral interest(s). In addition, it states that minerals and mineral rights may not be covered by the Policy and that the Company may include an exclusion or exception as to minerals and mineral rights in the Policy. In the event the Company issues the Policy with an exclusion or exception to mineral and mineral rights, optional endorsements insuring certain risks involving minerals and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings, as applicable for the nature of the property to be insured, may be available upon payment of an additional premium. However, if the Policy is issued with an exclusion or exception as to minerals and mineral rights, neither this Policy, nor the optional endorsements insure that the Insured has title to the minerals or mineral rights related to the surface estate.

The Owner's Policy of Title Insurance to be issued in this transaction will contain the coverage described in the above paragraph, and the Insured will be charged the additional premium promulgated by the Texas Department of Insurance, unless, on or before the date of closing, (i) the Company chooses not to issue such coverage or, (ii) the Insured advises the Company in writing that the Insured rejects this coverage.
(Applies to the Owner's Policy of Title Insurance only.)

- vi. **Reservations created at closing of the subject transaction shall be included as an exception in the Policy/Policies issued.**
- vii. This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act. Information necessary to comply with the confidential order must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

SCHEDULE C
(Continued)

- viii. Notwithstanding any other requirements made herein - For entities purchasing, borrowing, refinancing, or selling real property, the Company will require evidence that verifies the entity's validity, good standing or ability to conduct business in the State of Texas. Further requirements will be made to verify who has authority to sign on behalf of the entity and that the proposed transaction has been authorized.
 - ix. The Company requires a Satisfactory Gap Indemnity Affidavit and Indemnity from the seller(s), borrower(s) and buyer(s).
6. Deed of Trust dated June 29, 2021, executed by Paul A. O'Brien and Kathleen J. O'Brien, as Trustees of the Revocable Trust Agreement of Paul A. O'Brien and Kathleen J. O'Brien to Richard Duncan, Trustee, securing the payment of one note of even date therewith payable to Sombrero Property Tax Fund I, LLC, in the principal amount of \$7,379.72, said deed of trust filed for record in the office of the county clerk of Howard County, Texas, on July 9, 2021, recorded in Volume 2006, page 740, Official Public Records of Howard County, Texas. WE REQUIRE PAYMENT IN FULL AND A RELEASE FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.
7. Tax Lien dated July 22, 2021, recorded in Volume 2011, page 135, Official Public Records of Howard County, Texas. WE REQUIRE PAYMENT IN FULL AND A RELEASE FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.
8. Tax Lien Transfer Contract dated June 29, 2021, recorded in Volume 2006, page 737, Official Public Records of Howard County, Texas. WE REQUIRE PAYMENT IN FULL AND A RELEASE FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.
9. Certified Statement of Transfer of Tax Lien dated August 3, 2022, recorded in Volume 2101, page 720, Official Public Records of Howard County, Texas. WE REQUIRE PAYMENT IN FULL AND A RELEASE FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.
10. Tax Lien Transfer Contract dated May 26, 2023, recorded in Volume 2175, page 546, Official Public Records of Howard County, Texas. WE REQUIRE PAYMENT IN FULL AND A RELEASE FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.
11. Intentionally deleted
12. The subject property lies within the Howard County Water Control and Improvement District No. 1 and therefore this policy excepts to the rights of Howard County Water Control & Improvement District No. 1 to levy taxes and issue bonds as set out in the formation filed by the District in the records of the County Clerk of Howard County, Texas. WE REQUIRE A NOTICE FROM SELLER TO BUYER TO BE FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS
13. Obtain copy of trust agreement and all amendments for review and possible further requirements. Said copy must be certified by the currently acting Trustee(s) as a complete and current copy of the Trust Agreement.

In the alternative, obtain a recordable certification or affidavit of trust from the Trustee(s) of the trust certifying:

- (1) that the trust exists and providing the date the trust agreement was executed;

SCHEDULE C

(Continued)

- (2) the identity of the settlor(s);
 - (3) the identity and mailing address of the current Trustee(s);
 - (4) one or more powers of the Trustee(s) or a statement that the trust powers include at least all of the powers granted a trustee under Subchapter A, Chapter 113, Texas Property code; however, the specific powers authorizing the Trustee(s) consummate the proposed transaction must be included;
 - (5) the revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust;
 - (6) the authority of co-trustees to sign or otherwise authenticate and whether all or less than all of the co-trustees are required in order to exercise powers of the Trustee;
 - (7) the manner in which title to trust property should be taken;
 - (8) that the trust has not been revoked, modified or amended in any manner that would cause the representations in the certification to be incorrect; and
 - (9) that the trust does not constitute a "passive trust" as defined in Section 112.032 of the Texas Property Code.
14. Amend the Contract of Sale to correct CONTRACTUAL SELLER TO VESTED TRUST, and have change(s) initialed by all parties to the contract.
 15. Secure satisfactory proof of the marital status of the record owner(s) from the date of acquisition of the Land to the present. If married, require a full name search and joinder of spouse. Any other alternative will require underwriting approval.

SCHEDULE D

Commitment No.: 23-0308

GF No.: 23-0308

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Edson N. Burton Jr., Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park,

Officers: Michael J. Nolan, President, Chief Executive Officer, and Chairman of the Board; Anthony J. Park, Treasurer, Chief Financial Officer, and Executive Vice President; Marjorie Nemzura, Corporate Secretary and Vice President

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

RATTIKIN TITLE COMPANY, a Texas corporation, Title Insurance Agent

The names of each shareholder, owner, partner, or other person having, owning or controlling one (1) percent or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Jack Rattikin III, Alicia Rattikin Lindsey, Jeffrey Alan Rattikin and Allyson Rattikin Grona.

The names of the president, the executive or senior vice-president, the secretary and the treasurer of Rattikin Title Company: Jack Rattikin, Jr., Chairman of the Board; Jack Rattikin III, President and CEO; Brian Grona, Senior Vice President; Richard M. Miles, Senior Vice President; Mellisa DeBlasi, Vice President and Controller; Donna McPherson, Secretary; Jack Rattikin, Jr., Director; Jack Rattikin III, Director; Alicia Rattikin Lindsey, Director; Jeffrey Alan Rattikin, Director; and Allyson Rattikin Grona, Director

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

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

Owner's Policy	\$	6,658.00
Endorsement Charges	\$	1,048.70
Total	\$	7,706.70

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

Amount	To Whom	For Services
40% Net	Big Spring Abstract & Title Co., Inc.	Title Evidence

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

SCHEDULE D
(Continued)

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

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

Commitment No.: 23-0308

GF No.: 23-0308

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

Rattikin Title Company

PRIVACY STATEMENT

Rattikin Title Company and its subsidiaries ("RTC") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains RTC's privacy practices, including how we may use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. RTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, RTC companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other RTC companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, RTC's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Rattikin Title Company
201 Main Street, Suite 800
Fort Worth, Texas, 76102
Attn: Donna McPherson

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800)925-0965

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104

AUSTIN, TEXAS 78714-9104

FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800)925-0965

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104

AUSTIN, TEXAS 78714-9104

FAX NO. (512)490-1007

LEGAL DESCRIPTION

A 3.833 acre tract of land, located in the NW ¼ of Section 46, Block 32, T&P R.R. CO. Survey, Abstract No. 655, Howard County, Texas, and being all of a called 3.83 acre tract of land as described of record in Document No. 2016-00010094 of the Real Property Records of Howard County, Texas. Said 3.833 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southerly right-of-way line of Interstate Highway 20(IH-20), a variable width public right-of-way, at the southeast corner of a called 0.077 acre tract of land as described of record in volume 247, Page 1 of the Deed Records of Howard County, Texas, for the southwest corner of a called 0.825 acre tract of land as described of record in Volume 247, Page 226 of the Deed Records of Howard County, Texas, for the northwest corner of said 3.83 acre tract and the tract described herein, from which a found Texas Department of Transportation (TxDOT) Right-of-Way (ROW) Monument, Type I, (damaged) in said right-of-way line and for the west corner of said 0.077 acre tract bears, S 84° 47' 52" W, a distance of 231.57 feet, and also from said set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" a found 2" City of Big Spring Aluminum Cap in concrete (damaged) for the northwest corner of said Section 46 bears, S 78° 56' 48" W, a distance of 1132.50 feet and N 13° 09' 37" W, a distance of 1587.79 feet;

THENCE: With the southerly right-of-way line of IH-20, the southerly line of said 0.825 acre tract and the north line of said 3.83 acre tract, the following two (2) courses:

1. N 84° 47' 32" E, a distance of 322.87 feet to a found TxDOT ROW Monument, Type I, (damaged) for the northwest end of a cutback and for a northerly corner of the tract described herein, and

2. S 57° 27' 28" E, a distance of 141.52 feet to a found TxDOT ROW Monument, Type I, (damaged) at the southeast end of said cutback, at the intersection of said southerly right-of-way line of IH-20 and the westerly right-of-way line of F.M. 700, a 300' wide public right-of-way, for southerly corner of said 0.825 acre tract, for the northwest corner of a called 0.343 acre tract of land as described of record in Volume 254, Page 231 of the Deed Records of Howard County, Texas, for the most easterly northeast corner of said 3.83 acre tract and the tract described herein;

THENCE: With the westerly right-of-way line of F.M. 700, the westerly line of said 0.343 acre tract and the easterly line of said 3.83 acre tract, the following two (2) courses:

1. S 12° 26' 52" E, a distance of 227.85 feet to a found TxDOT ROW Monument, Type I, (damaged) for a point of curvature, and

2. With a tangent curve to the right having a radius of 2713.87 feet, an arc length of 68.64 feet, a delta angle of 1° 26' 57" and a chord bears, S 11° 43' 34" E, a distance of 68.64 feet to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of said 3.83 acre tract and the tract described herein, from which a found 5/8" iron rod for an angle in the westerly right-of-way line of F.M. 700 bears, S 08° 04' 01" E, a distance of 765.76 feet;

THENCE: S 77° 29' 21" W, departing the westerly right-of-way line and with the south line of said 3.83 acre tract, a distance of 413.45 feet to a found 5/8" iron rod with an orange plastic cap stamped "Crim Bradshaw Eng" in the easterly line of a tract of land described as Tract 13 of record in Document No. 2018-00014631 of the Real Property Records of Howard County, Texas, for the southwest corner of said 3.83 acre tract and the tract described herein;

THENCE: N 13° 14' 31" W, with the common line between said 3.83 acre tract and said Tract 13, a distance of 437.72 feet to the POINT OF BEGINNING and containing 3.833 acres of land situated in the City of Big Spring, Howard County, Texas.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

LEGAL DESCRIPTION
(Continued)

EXHIBIT "A"

A 3.833 acre tract of land, located in the NW ¼ of Section 46, Block 32, T&P R.R. CO. Survey, Abstract No. 655, Howard County, Texas, and being all of a called 3.83 acre tract of land as described of record in Document No. 2016-00010094 of the Real Property Records of Howard County, Texas. Said 3.833 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southerly right-of-way line of Interstate Highway 20(IH-20), a variable width public right-of-way, at the southeast corner of a called 0.077 acre tract of land as described of record in volume 247, Page 1 of the Deed Records of Howard County, Texas, for the southwest corner of a called 0.825 acre tract of land as described of record in Volume 247, Page 226 of the Deed Records of Howard County, Texas, for the northwest corner of said 3.83 acre tract and the tract described herein, from which a found Texas Department of Transportation (TxDOT) Right-of-Way (ROW) Monument, Type I, (damaged) in said right-of-way line and for the west corner of said 0.077 acre tract bears, S 84° 47' 52" W, a distance of 231.57 feet, and also from said set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" a found 2" City of Big Spring Aluminum Cap in concrete (damaged) for the northwest corner of said Section 46 bears, S 78° 56' 48" W, a distance of 1132.50 feet and N 13° 09' 37" W, a distance of 1587.79 feet;

THENCE: With the southerly right-of-way line of IH-20, the southerly line of said 0.825 acre tract and the north line of said 3.83 acre tract, the following two (2) courses:

1. N 84° 47' 32" E, a distance of 322.87 feet to a found TxDOT ROW Monument, Type I, (damaged) for the northwest end of a cutback and for a northerly corner of the tract described herein, and

2. S 57° 27' 28" E, a distance of 141.52 feet to a found TxDOT ROW Monument, Type I, (damaged) at the southeast end of said cutback, at the intersection of said southerly right-of-way line of IH-20 and the westerly right-of-way line of F.M. 700, a 300' wide public right-of-way, for southerly corner of said 0.825 acre tract, for the northwest corner of a called 0.343 acre tract of land as described of record in Volume 254, Page 231 of the Deed Records of Howard County, Texas, for the most easterly northeast corner of said 3.83 acre tract and the tract described herein;

THENCE: With the westerly right-of-way line of F.M. 700, the westerly line of said 0.343 acre tract and the easterly line of said 3.83 acre tract, the following two (2) courses:

1. S 12° 26' 52" E, a distance of 227.85 feet to a found TxDOT ROW Monument, Type I, (damaged) for a point of curvature, and

2. With a tangent curve to the right having a radius of 2713.87 feet, an arc length of 68.64 feet, a delta angle of 1° 26' 57" and a chord bears, S 11° 43' 34" E, a distance of 68.64 feet to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of said 3.83 acre tract and the tract described herein, from which a found 5/8" iron rod for an angle in the westerly right-of-way line of F.M. 700 bears, S 08° 04' 01" E, a distance of 765.76 feet;

THENCE: S 77° 29' 21" W, departing the westerly right-of-way line and with the south line of said 3.83 acre tract, a distance of 413.45 feet to a found 5/8" iron rod with an orange plastic cap stamped "Crim Bradshaw Eng" in the easterly line of a tract of land described as Tract 13 of record in Document No. 2018-00014631 of the Real Property Records of Howard County, Texas, for the southwest corner of said 3.83 acre tract and the tract described herein;

THENCE: N 13° 14' 31" W, with the common line between said 3.83 acre tract and said Tract 13, a distance of 437.72 feet to the POINT OF BEGINNING and containing 3.833 acres of land situated in the City of Big Spring, Howard County, Texas.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.



Memo

Meeting Date: August 20, 2024

To: Planning and Zoning Commission

From: Cameron Walker, Contract Planner

Subject: Approval of a preliminary plat of Quiktrip Store 7910 being a plat of a 3.833-acres tract out of the NW/4 of Section 46, Block 32, T-1-S, T&P RR. Co Survey, Howard County Texas.

Location: Generally located on the south side of I-20 at the southwest corner of Marcy Drive (FM 700).

Contact: Cameron Walker, AICP, Contract Planner, 432-349-5102

Analysis:

The property is currently unplatted and undeveloped.

The preliminary plat meets the City's subdivision regulations. Water and sewer services do not exist at this location; however, the applicant is planning to extend an 8" water line on both I-20 and FM 700; a 12" sewer line is also proposed. Both of these utility services will be located along the entire property frontage. A drainage plan is being prepared. Significant grading of this property will be necessary to make it suitable for development. If it is necessary to include adjacent property to complete the site grading, the applicant would be responsible for providing evidence of legal and binding agreements with any affected property owner(s) prior to the filing of a final plat. Other public improvements including fire hydrants will be installed prior to any issuance of a certificate of occupancy to utilize any buildings.

Staff recommends approval of the preliminary plat of Quiktrip Store 7910.

Attachments: Plat

