

NOTICE OF MEETING
CITY OF SOUTH PADRE ISLAND
DEVELOPMENT STANDARDS REVIEW TASK FORCE

NOTE: One of more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

NOTICE IS HEREBY GIVEN THAT THE DEVELOPMENT STANDARDS REVIEW TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A MEETING ON:

WEDNESDAY, NOVEMBER 9, 2016
10:00 A.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TX

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comments and Announcements:
4. Approval of the October 11, 2016 Regular Meeting Minutes.
5. Discussion and action regarding the paint colors and the paint scheme proposed by KFC located on 3201 Padre Boulevard.
6. Discussion and action on rezoning Lots 1, 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)** or **District "C"**.
7. Presentation on how staff addresses signs facing the water.
8. Discussion and possible action regarding the color palette.
9. Training "The Practice and Principles of Form Based Codes".
10. Adjournment.

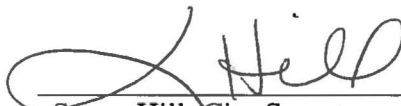
DATED THIS THE 4TH DAY OF NOVEMBER 2016.



Susan Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFIED THAT THE ABOVE NOTICE OF MEETING OF THE DEVELOPMENT STANDARDS REVIEW TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRENT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **NOVEMBER 4, 2016** AT/OR BEFORE **1:30 P.M.** AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.





Susan Hill, City Secretary

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 BUILDING OFFICIAL, JAY MITCHIM; ADA DESIGNATED RESPONSIBLE PARTY AT (956)761-8103

MINUTES CITY OF SOUTH PADRE ISLAND DEVELOPMENT STANDARDS REVIEW TASK FORCE
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TUESDAY, OCTOBER 11, 2016

I. Call to Order.

The Development Standards Review Task Force Members of the City of South Padre Island, Texas held a Regular Meeting on Tuesday, October 11, 2016 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Vice Chairman Gabriel Vanounou called the meeting to order at 10:00 a.m. A quorum was present: Task Force Member Gary Olle, George Shelley and Kimberly Dollar. Member with an excused absence was Gardner Treharne.

City staff members present were: Building Official Jay Mitchim, Development Director Sungman Kim, and Administrative Assistant Marta Martinez. Also present was Council Member Alita Bagley.

II. Pledge of Allegiance.

Vice Chairman Vanounou led the Pledge of Allegiance.

III. Public Comments and Announcements.

None.

IV. Approval of the August 9, 2016 Regular Meeting Minutes and September 13, 2016 Regular Meeting Minutes.

Task Force Member Dollar made a motion, seconded by Task Force Member Vanounou to approve the August 9, 2016 Regular Meeting Minutes. Motion carried unanimously.

Task Force Member Olle made a motion, seconded by Task Force Member Vanounou to approve the September 13, 2016 Regular Meeting Minutes. Motion carried unanimously.

V. Discussion and action on proposed changes to the unified sign plan for 410 Plaza located at 410 Padre Blvd.

The Task Force Members expressed their comments/concerns regarding this matter. Task Force Member Shelly made a motion, seconded by Task Force Member Olle to approve the signage on the east side of the building. The motion carried unanimously.

Task Force Member Olle made a motion, seconded by Task Force Member Shelly to approve both monument signs as submitted. Motion passed on a 3:1 vote. Task Force Member Dollar voted against.

Task Force Member Dollar made a motion, seconded by Task Force Member Shelly to deny the Russo's signage on the north side of the building. The motion carried unanimously.

VI. Discussion and action on amending Table 5.1 ‘Schedule of Uses’ in Subsection V of the Section 20-8.9 Appendix “Z” Padre Boulevard and Entertainment District Code to allow retail sale services in “Neighborhood Transition Character Zone (NT)”.

The Task Force Members expressed their comments/concerns regarding this matter. Task Force Member Shelly made a motion, seconded by Task Force Member Dollar to deny the amending Table 5.1 ‘Schedule of Uses’ in Subsection V of Section 20-8.9 Appendix “Z” Padre Boulevard and Entertainment District Code to allow retail sale services in “Neighborhood Transition Character Zone (NT)”. The motion carried unanimously.

VII. Discussion and possible action regarding the color palette.

The Task Force Members expressed their comments/concerns regarding this matter. After much discussion regarding the color palette Task Force Members agree to have staff draft the suggested changes and bring back for review by the Task Force. The motion carried unanimously.

VIII. Adjournment.

There being no further business, Mr. Vanounou adjourned the meeting at 11:35 a.m.

Marta Martinez, Secretary

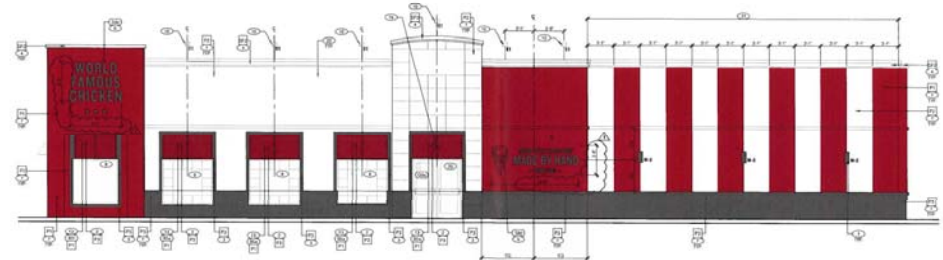
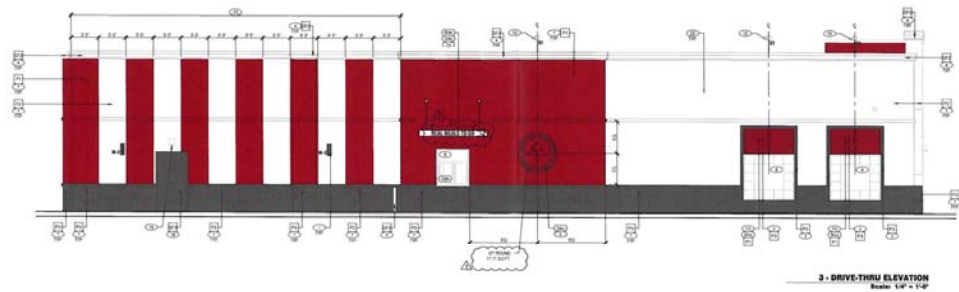
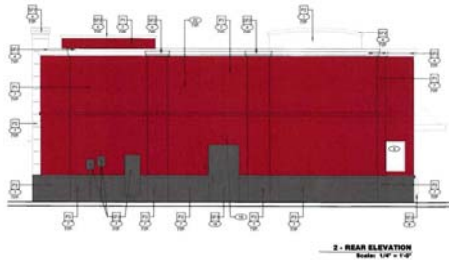
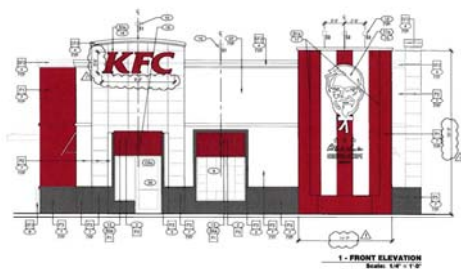
Gabriel Vanounou, Vice Chairman



KFC Color Variance



Proposed Exterior Colors and Scheme



Colors



- The KFC color combination was approved in the past by the DSRTF and the current exterior colors of the building reflect it.
- A similar color combination also was used by the Meatball Café.
- The proposed colors, although it is a bit pure and dark generally meet the requirements of the current color palette.

Color Scheme (Red Stripes)

- Definition of 'Sign': "Anything of visual appearance primarily used for, or having the effect of, attracting attention from the streets, sidewalks, curbside or any other public areas including waterways ***for identification purposes***, whether illuminated or non-illuminated..."
 - The red stripes have become a KFC's brand identity and the DSRTF needs to decide if the stripes will be considered as a part of the sign (*100 sq.ft. per street frontage*).
- If the stripes will NOT be considered as a part of the sign, 3.4.7 (iii)b.ii(2) of Padre Boulevard and Entertainment District Design Guidelines states "***No pattern of narrower stripes than 20' is allowed.***"
 - The KFC is proposing stripes in every 3'3" or 3'1" depends on the wall side. The DSRTF needs to decide if the proposed Red Stripes will be allowed.

Staff Recommendation

- Staff recommends the DSRTF approve the proposed color combinations: Wedding Veil (White) for building body; Exotic Red for accent; and Black Horizon (Grey) for trim.
- Staff recommends the DSRTF deny the application of red stripes.
- However, if the DSRTF wants to approve the red stripes, (1) the DSRTF needs to determine that the stripes are not a part of a sign, and (2) approve the variance from the design guidelines requiring “No pattern of narrower stripes than 20’ is allowed.”

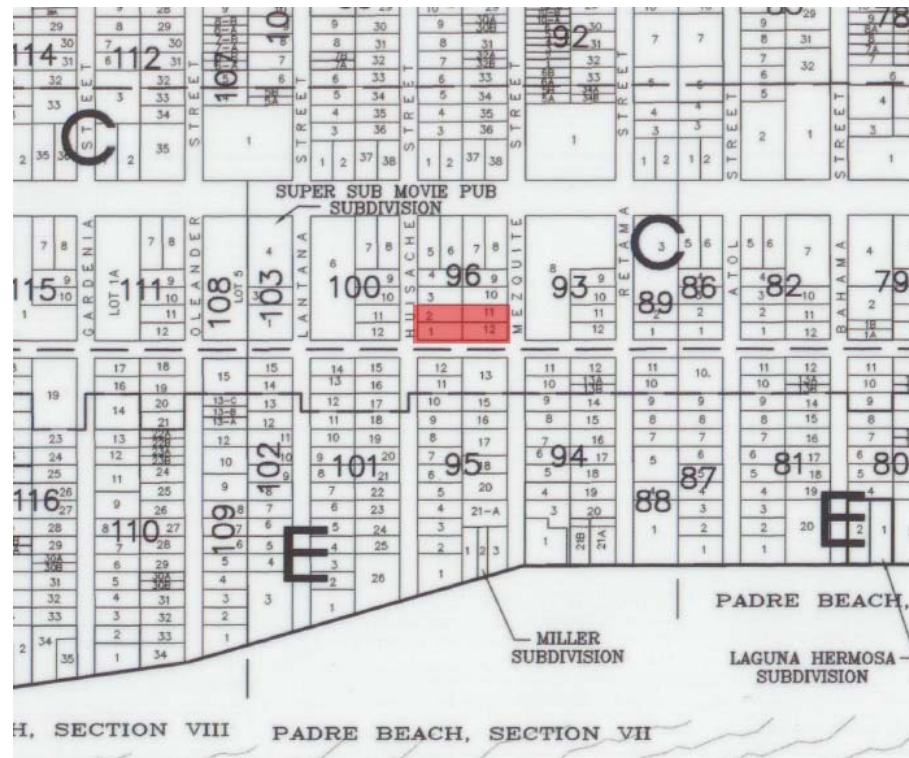


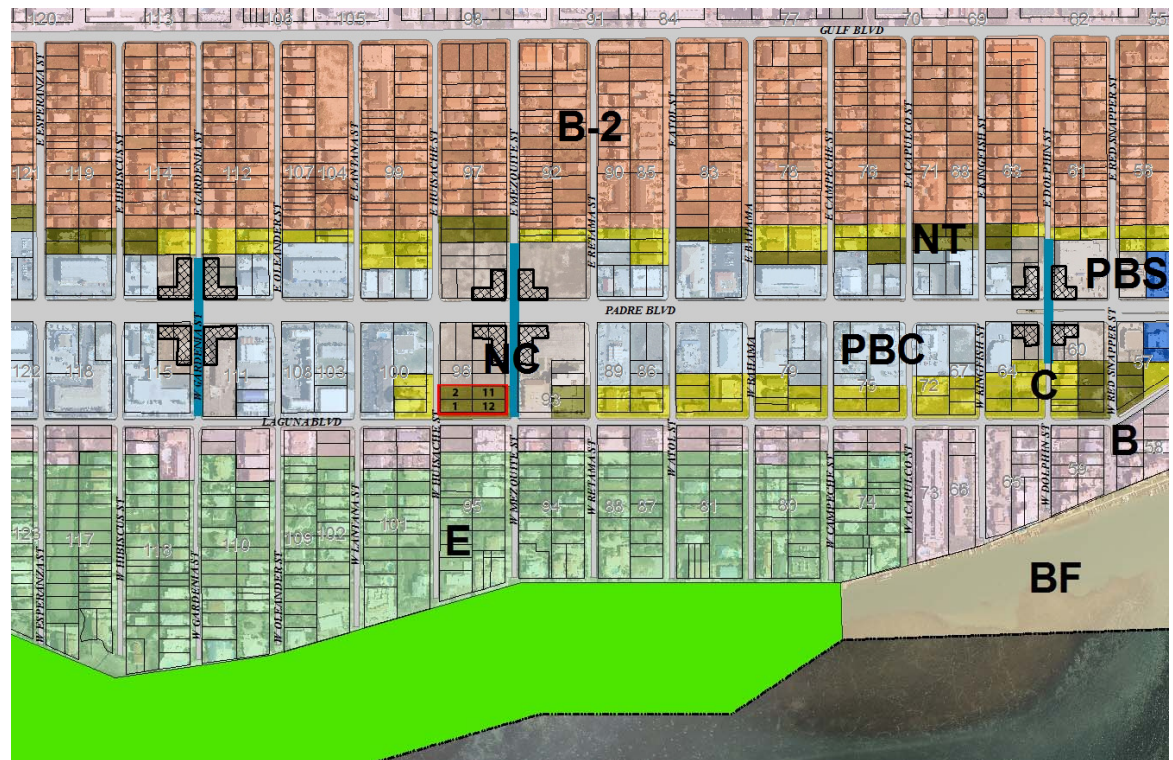
Rezoning

The Issue

- Currently, retail sale services are not allowed in Neighborhood Transition Character Zone (NT);
- Ace Hardware (a retail service) intends to move from the current location at **LOT 9 BLK 28 PADRE BEACH SUBDIVISION SECTION III** to **LOTS 1, 2, & 3 BLOCK 96, PADRE BEACH SECTION VII**, where Lots 1 & 2 are within NT zone; and
- The owner (Columbia Padre Boulevard LLC) also wants to seek if **LOTS 11 & 12 BLOCK 96, PADRE BEACH SECTION VII**, where Lots 11 & 12 are within NT zone, can be rezoned to accommodate retail services.

The Location





	Zoning	Current Uses
North	Neighborhood Crossing	Vacant
South	District "B"	Oasis Condo / Vacant
East	Neighborhood Crossing	Island Baptist Church
West	District "C"	Water Tower Park / AT&T

- There is no compatibility issue exist toward north, east and west.
- District "B", in the south, allows single family, multi-family dwelling, apartment, motel, hotel, condominium and townhouse. Condominiums, hotels and motels with more than twelve (12) units may have included within the premises such businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominiums or motel. (Sec.20-7(B)(1))
- Even if the vacant lot owners decide to build single family homes in the south of Lots 1&2, it will be a decision after the ACE Hardware construction, and the compatibility issues will be minimal.

What Are We Facing?

Non-conformity

- According to Padre Blvd Entertainment District Code 4.2.8, “the Neighborhood Transition Zone is intended to provide for *a range of smaller scale commercial (retail, office, and live-work) and residential transitions* between Padre Boulevard and the neighborhoods to the east and west of the boulevard.”
- However, according to Table 5.1 ‘Schedule of Uses’, *offices, condominiums, townhomes and surface parking* can only be accommodated in NT.

Discontinuity

- The current use configuration may not support the Form-Based Code.



A PLAN UNDER THE CURRENT FBC



A PLAN AFTER THE AMENDMENT



Staff Recommendation

Staff recommends the DSRTF approve the proposed rezoning of Lots 1, 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)**. For the properties, Neighborhood Crossing (NC) is more appropriate than District “C” because the NC designation provides unity to the Block 96 with flexibility in developments.



Discussion and possible action on
color palette.

Introduction

- The current color palette was adopted on August 6, 2014; and
- At their September 21st City Council Meeting (2016), the City Council directed staff provide alternative color palette and initiate public workshop(s).
- On October 11, 2016, DSRTF tabled the item with recommendations to:
 - Exempt canopy (fabric awning) colors from the palette;
 - Have body colors to include values from 7 to 10 (previously from 8);
 - Have roof colors to include entire values (from 0, black, to 10, white); and
 - Limit accent/trim to Chroma 14 rather than 16.

A PROPOSED requirements in color

3.4.7 Colors

The colors, which are specified based on the Munsell Color System, of a building are restricted to those below:

(i) Areas for color application shall be categorized into (1) body, (2) trim, (3) accent and (4) roof. Body colors indicates colors applied to wall areas. Trim colors include areas of shutters, doors, windows, and wainscot. Accent colors cover fascia and soffit. Roof colors indicate entire roof areas. Canopy (fabric awning) colors are exempt form this subsection.

(ii) General Provisions.

a. Applications of natural materials are allowed. ~~Colors that are recommended:~~

- ~~i. Existing color palette (see Appendix B); and~~
- ~~ii. Earth tone and/or colors of natural materials.~~

b. Colors that are not allowed:

- i. Fluorescent, neon or any illuminated colors.

(iii) Specific Provisions.

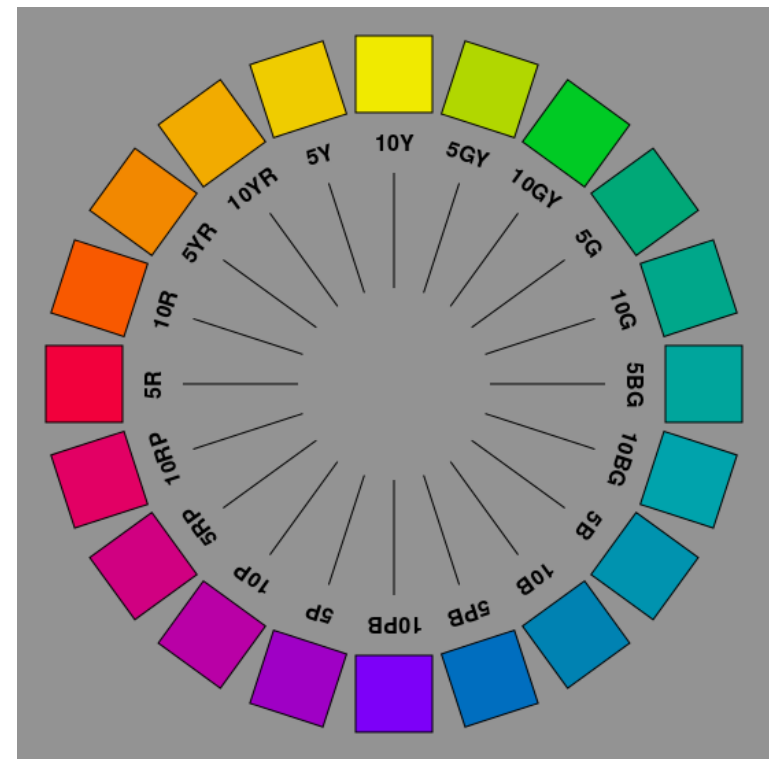
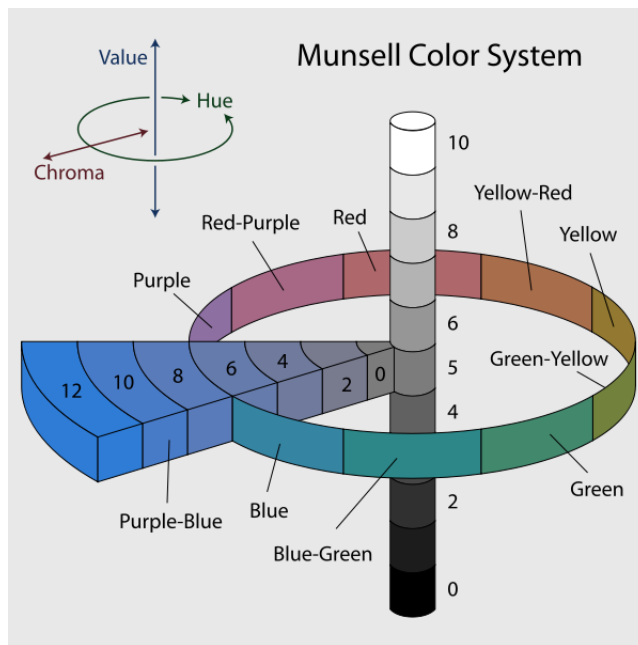
a. ~~Body and roof~~ Colors are restricted to those in the table below:

	<u>Hue</u>	<u>Value</u>	<u>Chroma</u>
Body	All	87 or above	6 or below
Roof	All	6 or below All	6 or below
<u>Trim/Accent</u>	<u>All</u>	<u>3 or above</u>	16 <u>14 or below</u>

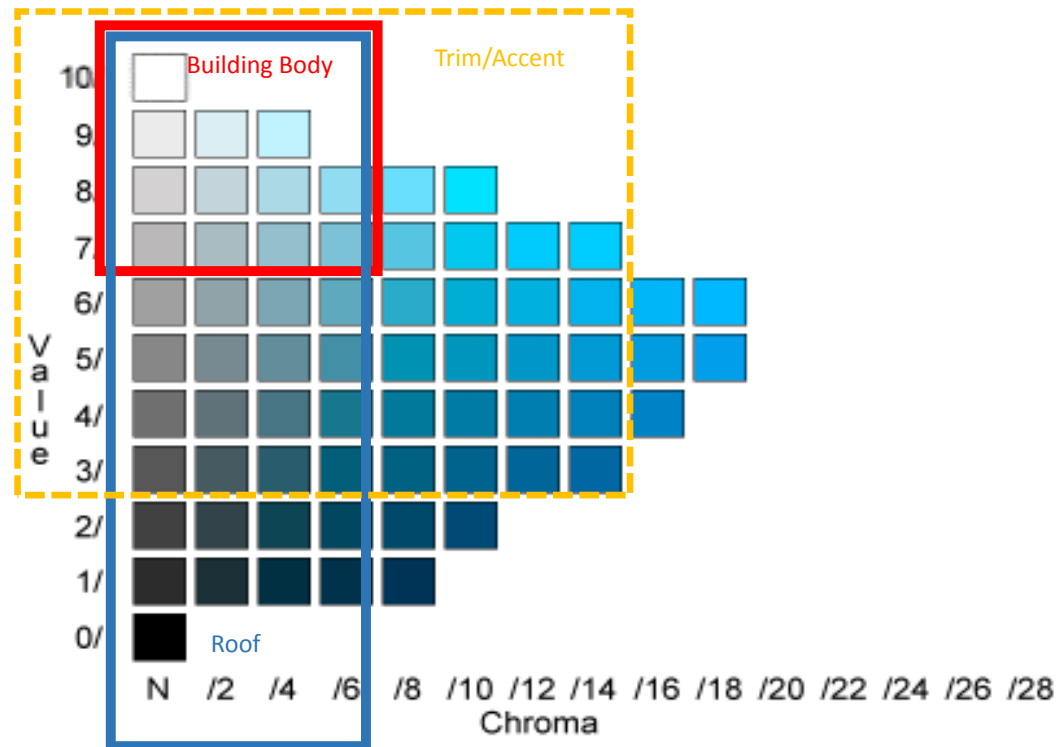
b. Number of colors allowed:

- i. Four (body, trim, accent and roof) colors up to 5,000 sq.ft. (building footprint).
- ii. Five colors for buildings greater than 5,000 sq.ft. (building footprint).
 - (1) Two (2) body colors may be applied to façade rhythm of 20' to 30' bays to be considered Façade Composition (See 2.1.3).
 - (2) No pattern of narrower stripes than 20' is allowed.

Munsell color system



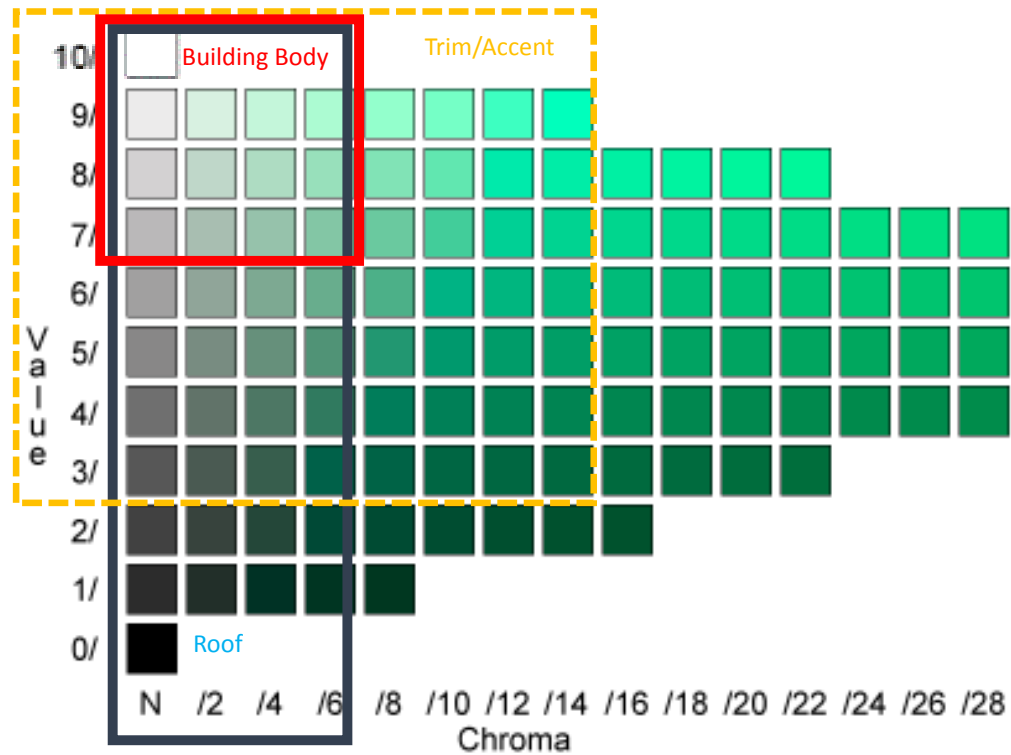
5B



5BG

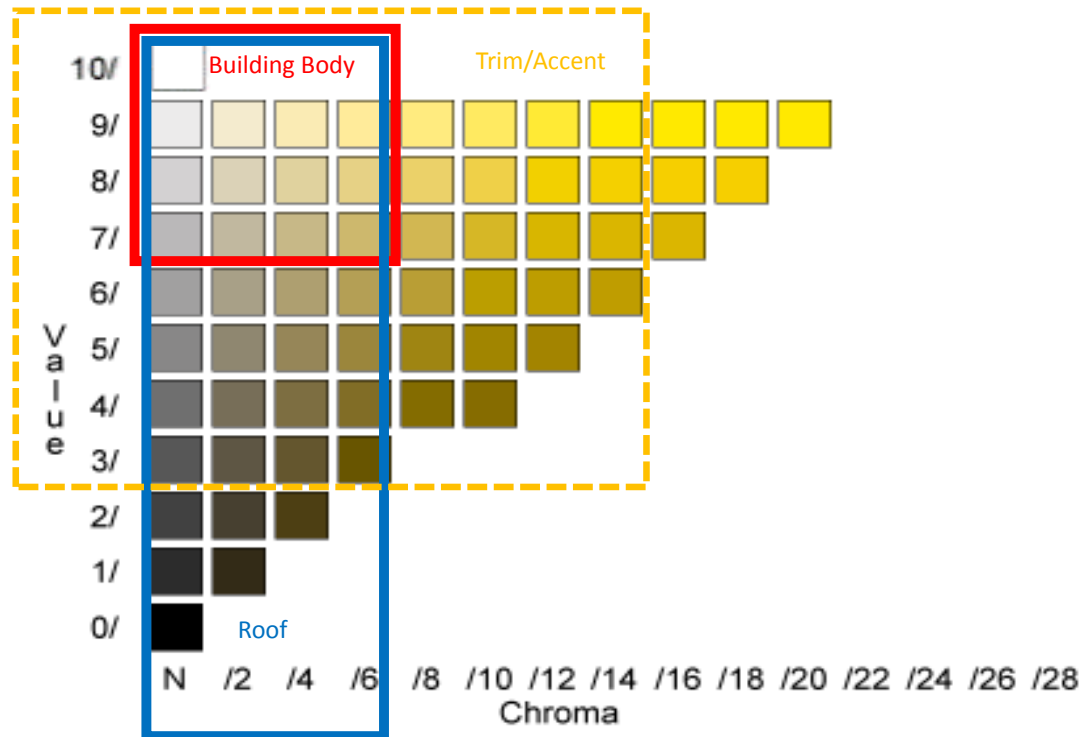
5G

[Munsell color system](#)



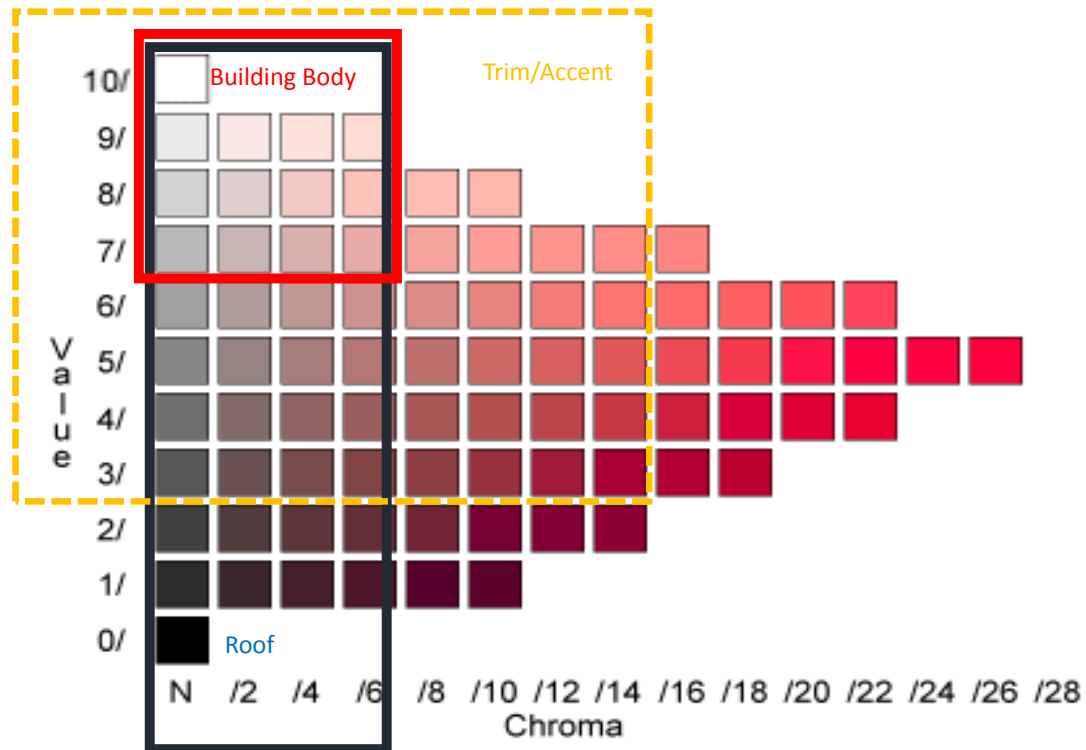
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5Y



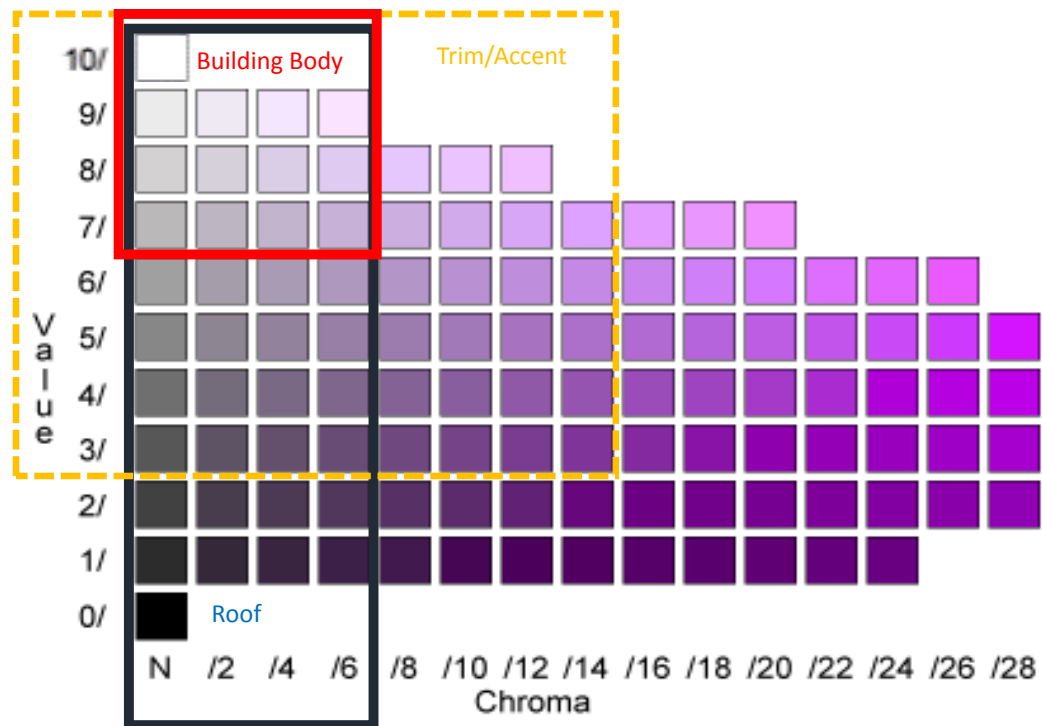
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5R



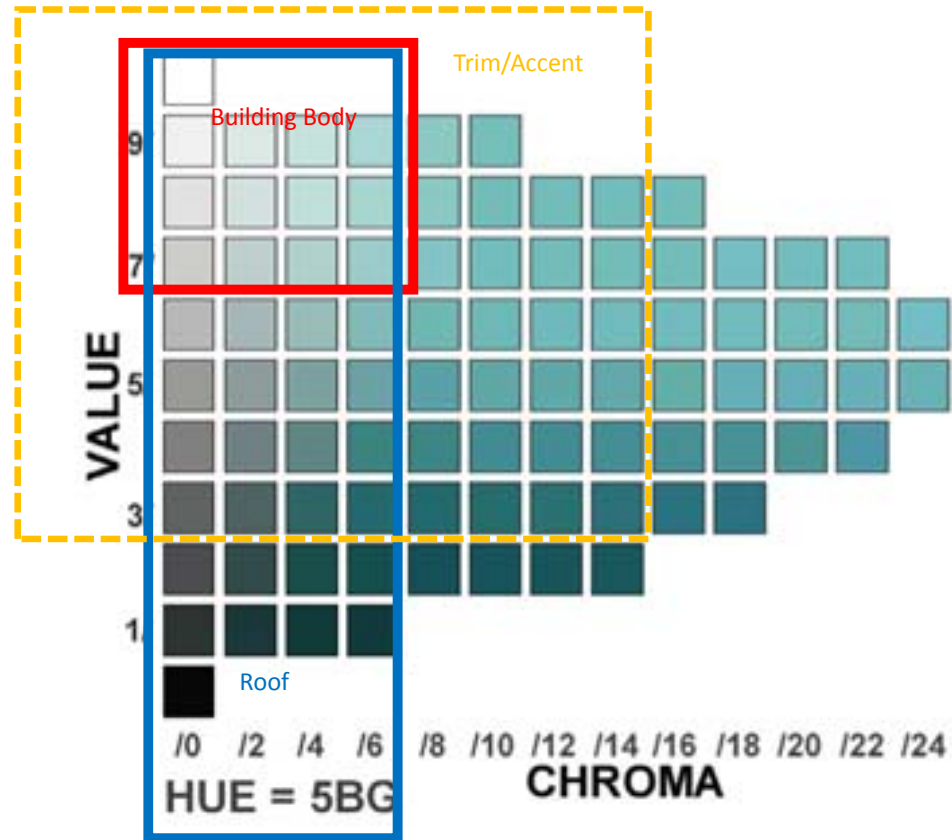
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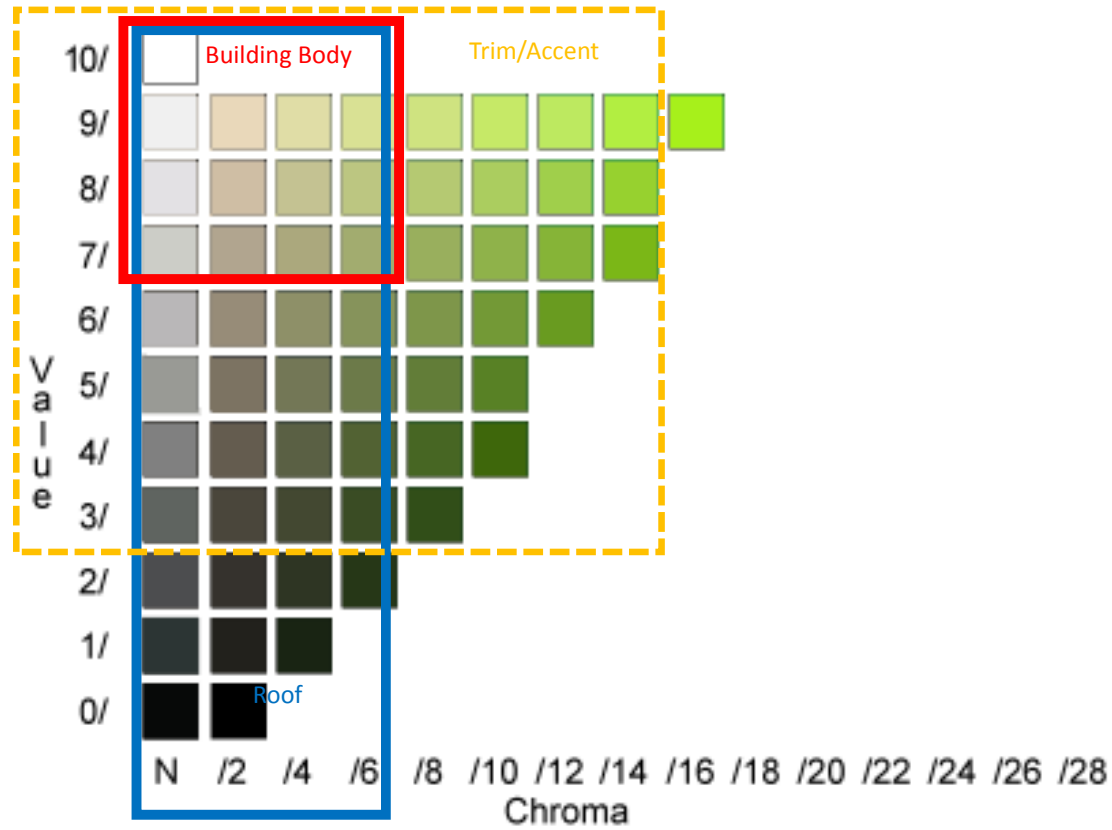
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5B

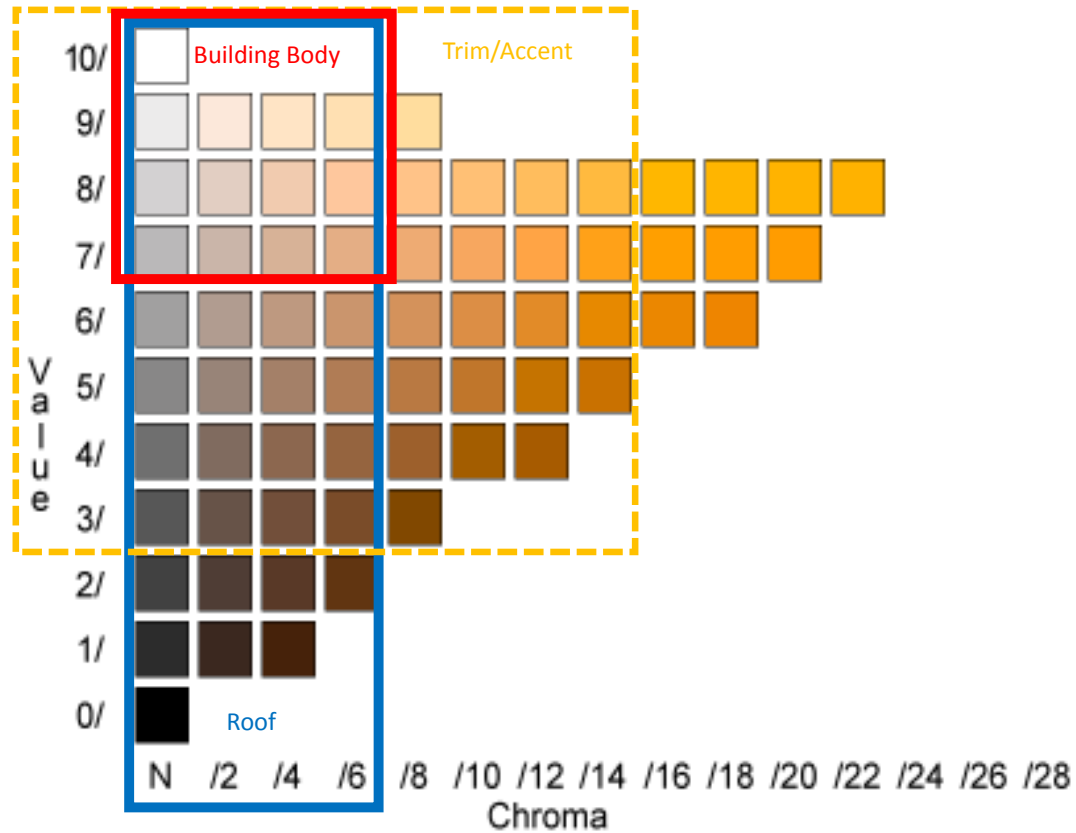
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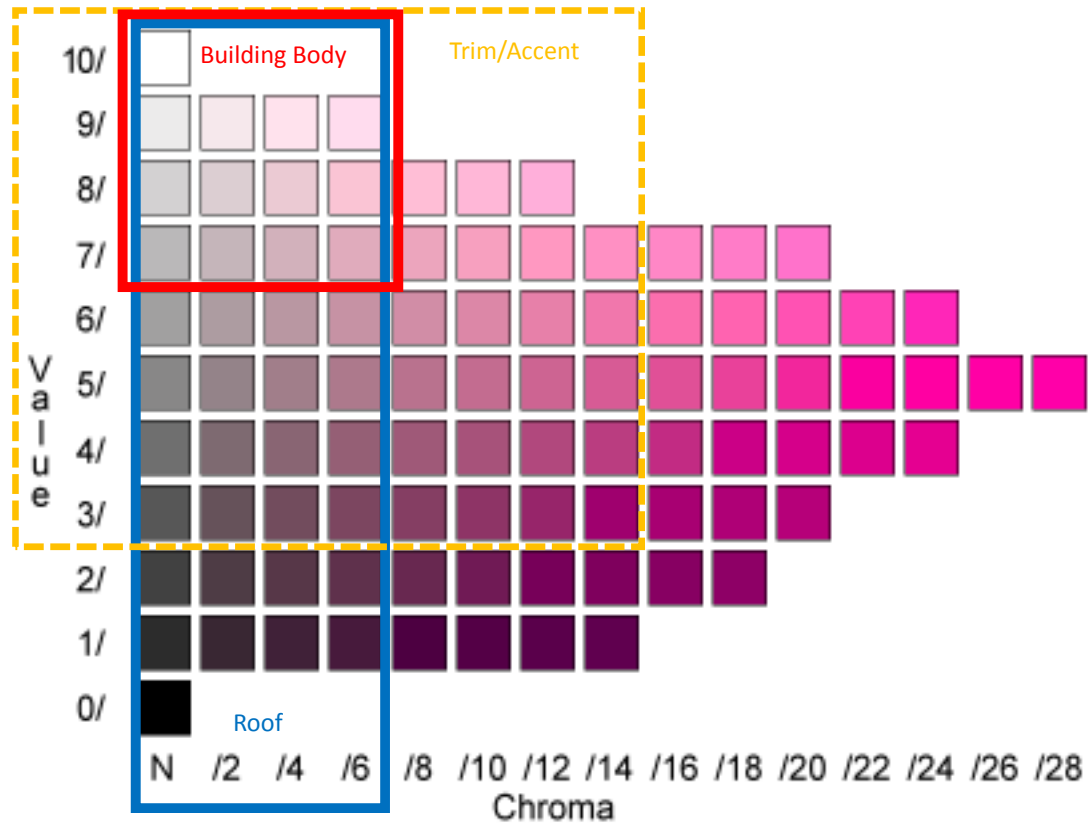
[Munsell color system](#)

5YR



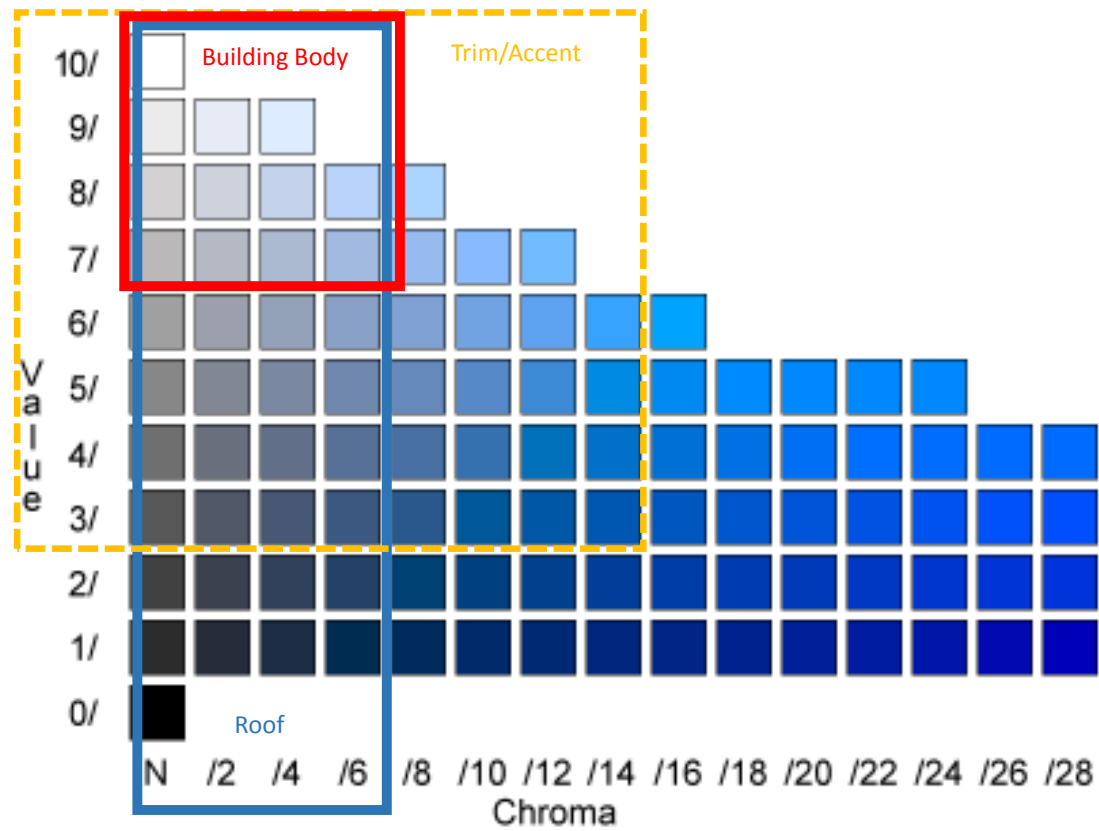
5Y

5RP



5R

5PB



5P



The Practice and Principles of Form Based Codes:
<https://youtu.be/KZ18AbohJ6Y?t=353>

(1:31:02) by APA



**DEVELOPMENT STANDARDS
REVIEW TASK FORCE**

MEETING DATE: November 9, 2016

ITEM: 5

TO: Development Standards Review Task Force

FROM: Sungman Kim, Director of Development Services

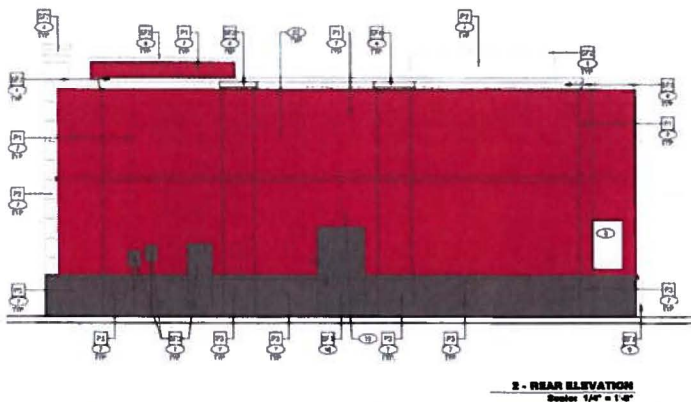
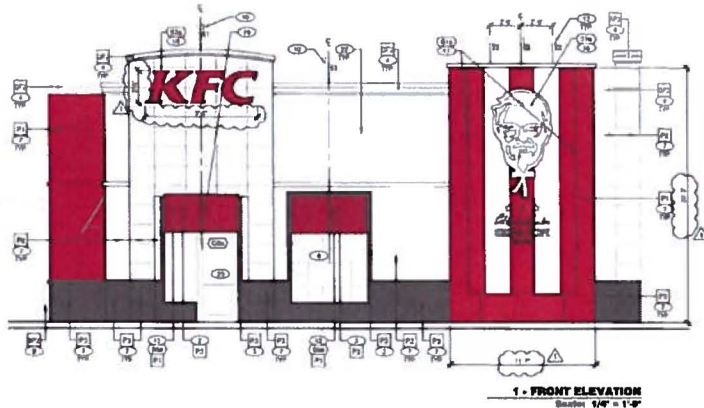
ITEM DESCRIPTION:

Discussion and action regarding the paint colors and the paint scheme proposed by KFC located on 3201 Padre Boulevard

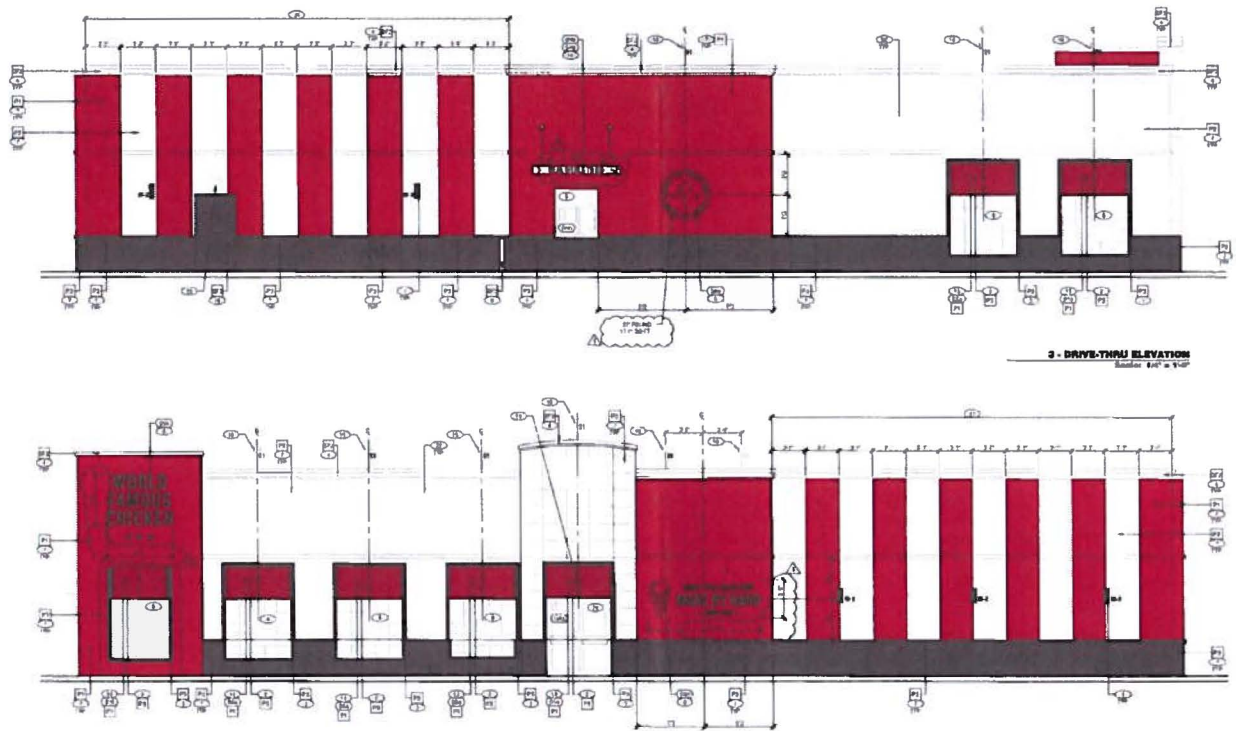
DISCUSSION:

The Issue

KFC is under remodeling and the proposed exterior colors and scheme can be found below:



DEVELOPMENT STANDARDS REVIEW TASK FORCE



1. Color: The KFC color combination was approved in the past by the DSRTF and the current exterior colors of the building reflect it. A similar color combination also was used by the Meatball Café.
The proposed colors, although it is a bit pure and dark generally meet the requirements of the current color palette.
2. Scheme: The major issues are related to the proposed stripes on the building body.



WHATABURGER

The stripes on the roof of Whataburger was painted prior to the Padre Boulevard and Entertainment District Code, it therefore is currently under non-conforming status and the scheme did not applied to the building body.



(The existing building)

DEVELOPMENT STANDARDS REVIEW TASK FORCE

The Color Scheme

1. Definition of 'Sign': "Anything of visual appearance primarily used for, or having the effect of, attracting attention from the streets, sidewalks, curbside or any other public areas including waterways *for identification purposes*, whether illuminated or non-illuminated..." The red stripes have become a KFC's brand identity and the DSRTF needs to decide if the stripes will be considered as a part of the sign.
2. If the strips will not be considered as a part of the sign, 3.4.7 (iii)b.ii(2) of Padre Boulevard and Entertainment District Design Guidelines states "*No pattern of narrower stripes than 20' is allowed.*" The KFC is proposing stripes in every 3'3" or 3'1" depends on the wall side.

Staff Recommendation

Staff recommends the DSRTF approve the proposed color combinations: Wedding Veil (White) for building body; Exotic Red for accent; and Black Horizon (Grey) for trim.

Staff recommends the DSRTF deny the application of red stripes.

However, if the DSRTF wants to approve the red stripes, (1) the DSRTF needs to determine that the stripes are not a part of a sign, and (2) approve the variance from the design guidelines requiring "No pattern of narrower stripes than 20' is allowed."



October 26, 2016

Marta Martinez
Building Department
4601 Padre Blvd.
South Padre Island Texas 78597
(956)761-8112

**Re: KFC Remodel Project – Store ID: G135217– 3201 Padre Boulevard South Padre Island, TX 78597
Property ID: 67-6400-0750-0061-00**

Dear Ms. Martinez,

Lendlease, on behalf of KFC, is requesting approvals to remodel and reimage an existing KFC restaurant in your jurisdiction. KFC has determined 3201 Padre Boulevard South Padre Island to be the restaurant requiring upgrades and reimagining.

The scope of work will consist of an interior renovation to the dining area of the existing KFC restaurant. The kitchen and drive through areas will remain in operation during the remodeling process. The exterior image upgrade will consist of new exterior branding and signage elements and new paint finishes. The building use will remain the same and there will be no kitchen work. Signage and trade permits will be pulled separately for this project. KFC will not be neither increasing the height of the structure nor expanding the building footprint. No structural modifications are being proposed.

Attached please find the following for the site:

- (11) Sets of Development Standards Review Task Force Applications
- (11) Sets of Lease Term Confirmation Letter: In lieu of owner signature.
- (11) Sets of Construction Drawings, 11x17
- (11) Sets of color pictures of the structure as it currently exists.
- (11) Sets of Proposed Paint Option, with listed paint types.

Per our conversation the following items will be mailed to you before November 3, 2016:

- Check: \$250.00 - To cover zoning review fees.
- (11) Sets of Development Standards Review Task Force Applications: With owner signature.

Thank you very much for your assistance. If you have any questions, please feel free to contact me at (312) 245-1413, or e-mail me at Flora.Ramirez@lendlease.com

Best Regards,

Flora Ramirez

Assistant Zoning Manager, Multi-Site Group, Construction
125 S. Clark Street, 17th Floor, Chicago, Illinois 60603
T: (971)971-4058 | F: (312) 423-1301
Flora.Ramirez@lendlease.com | www.lendlease.com



Lendlease Development Inc.
One North Wacker Drive, Suite 850, Chicago, IL 60606 www.lendlease.com
T 312 245 1000 F 312 245 1379

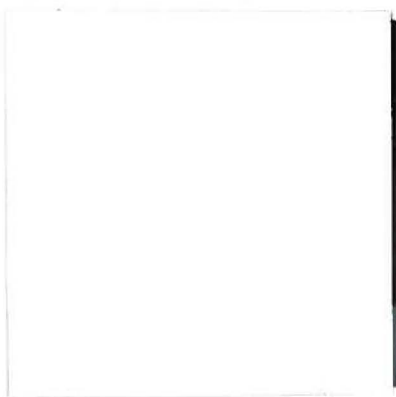


Re: KFC Remodel Project – Store ID: G135217– 3201 Padre Boulevard South Padre Island, TX 78597



**Benjamin Moore Aura Exterior Paint
Exotic Red (2086-10) – Low Luster (634)**

Accent



**Benjamin Moore Regal Select Exterior Paint
Wedding Veil (2125-70) – Low Luster (N401)**

Building Body



**Benjamin Moore Aura Exterior Paint
Black Horizon (2132-30) – Low Luster (634)**

Trim



CITY OF SOUTH PADRE ISLAND

Development Standards Review Task Force Application

Meeting date on the 2nd Tuesday of every month.

To be considered a complete application this form must be COMPLETELY filled out and ten (10) copies of the form and supporting documentation must be submitted **two (2) weeks before the meeting date**. \$250 application fee per variance request.

SITE LOCATION FOR REQUEST:

Physical Address (Street Name & Number): 3201 Padre Boulevard South Padre Island, TX

Legal Description (Lot/Block/Subdivision): SO PADRE ISLAND- RESUBD LTS 6,7,8,9,&10 BLK 75
PADRE BEACH SEC VI LOT 6 BLK 75

Is this property part of a shopping center (i.e. one tenant of many?) | ☐ YES / ☒ NO

Linear footage of any walls facing a street: _____

I hereby request the following from the Development Standards Review Task Force: _____

Per the elevations (Sheets A-2.0 & A-2.1) provided: the applicant is requesting approval

for the proposed exterior paint colors (See Benjamin Moore samples) and the paint scheme

(red and white stripes) _____

***SIGNS & STRUCTURES:** person pulling sign permit is required to have a \$10,000 license and permit bond made out to the City of South Padre Island.

PROPERTY OWNER: Michael Kulp _____

OWNER MAILING ADDRESS: 8900 Indian Creek Parkway _____

CITY, STATE, ZIP: Overland Park, KS 66210 _____

PHONE NUMBER: (913)428-3636 _____ (E-mail address) mkulp@kbp-foods.com _____

Please see attached lease term confirmation in lieu of owner signature.

Signature of Property Owner (required)

10/26/16

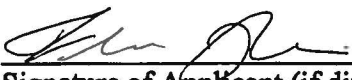
Date

APPLICANT: Flora Ramirez - Lendlease o/b/o KFC _____

APPLICANT MAILING ADDRESS: 125 S. Clark St. 17th Floor _____

CITY, STATE, ZIP: Chicago, IL 60603 _____

PHONE NUMBER: (913)428-3636 _____ (E-mail address) Flora.Ramirez@lendlease.com _____


Signature of Applicant (if different from owner)

10/26/16

Date



April 13, 2016

Dear Franchisee:

The KFC Corporation is pleased that you are participating in the national launch of their reimagining program known as the American Showman. As part of their national roll out, KFC is requiring Franchisees to conduct a review of their lease terms regarding reimagining in order to determine if notice or consent is required by the landlord.

Based on the lease, if it is determined that notice to or consent by the landlord is necessary, the Franchisee is required to provide notice and/or obtain landlord consent. A copy of the signed consent letter by the landlord must be provided to Lend Lease US Construction within 15 business days of signing and returning this letter. In order to assist in these efforts, a template form and example color renderings which highlight the proposed interior and exterior improvements has been provided. It is recommended that the Franchisee use these documents to assist the process.

Upon review of the lease terms, Franchisees are required to complete the below form by checking the applicable box, signing / dating, and returning it to Lend Lease US Construction within 10 business days from the above date. Return a copy of this form by mail or via email at Elizabeth.Atkinson@lendlease.com.

Respectfully,

KFC Corporation and Lend Lease US Construction

Franchisee Term Confirmation:

☐ **No, I (the Franchisee) am the property owner.** KFC Corporation, Franchisee and Lend Lease US Construction can move forward with the American Showman Reimagining Program.

☒ **No, Notice or Consent is not Required** – Upon review of my lease terms as it relates to reimagining, consent from the landlord of the property is not required. KFC Corporation, Franchisee and Lend Lease US Construction can move forward with the American Showman Reimagining Program.

☐ **Yes, Notice is Required** – Upon review of my lease terms as it relates to reimagining, notice to the landlord of the property is required. I understand that as the Franchisee, it is my responsibility to provide notice to the landlord within 15 business days from the date I sign this letter.

☐ **Yes, Consent is Required** – Upon review of my lease terms as it relates to reimagining, consent from the landlord of the property is required. I understand that as the Franchisee, it is my responsibility to obtain approval from the landlord and provide that approval letter to Lend Lease US Construction within 15 business days from the date I sign this letter.

Signature:

Date: 4/17/16

Printed Name:

ANDREW MICELI

KFC Store No:

6135217

Store Address:

3201 S. PARKS BLVD S. PARKS AVE, TX
78597

Photographic Survey: 3201 Padre Boulevard
South Padre Island, TX 78597



Side of Building Closest to State Park Rd.



Corner of Acapulco St. & State Park Rd. 100



Side of Building Closest to Acapulco St.



Side of Building Closest to Laguna Blvd.



Side of Building Closest to Campeche St.

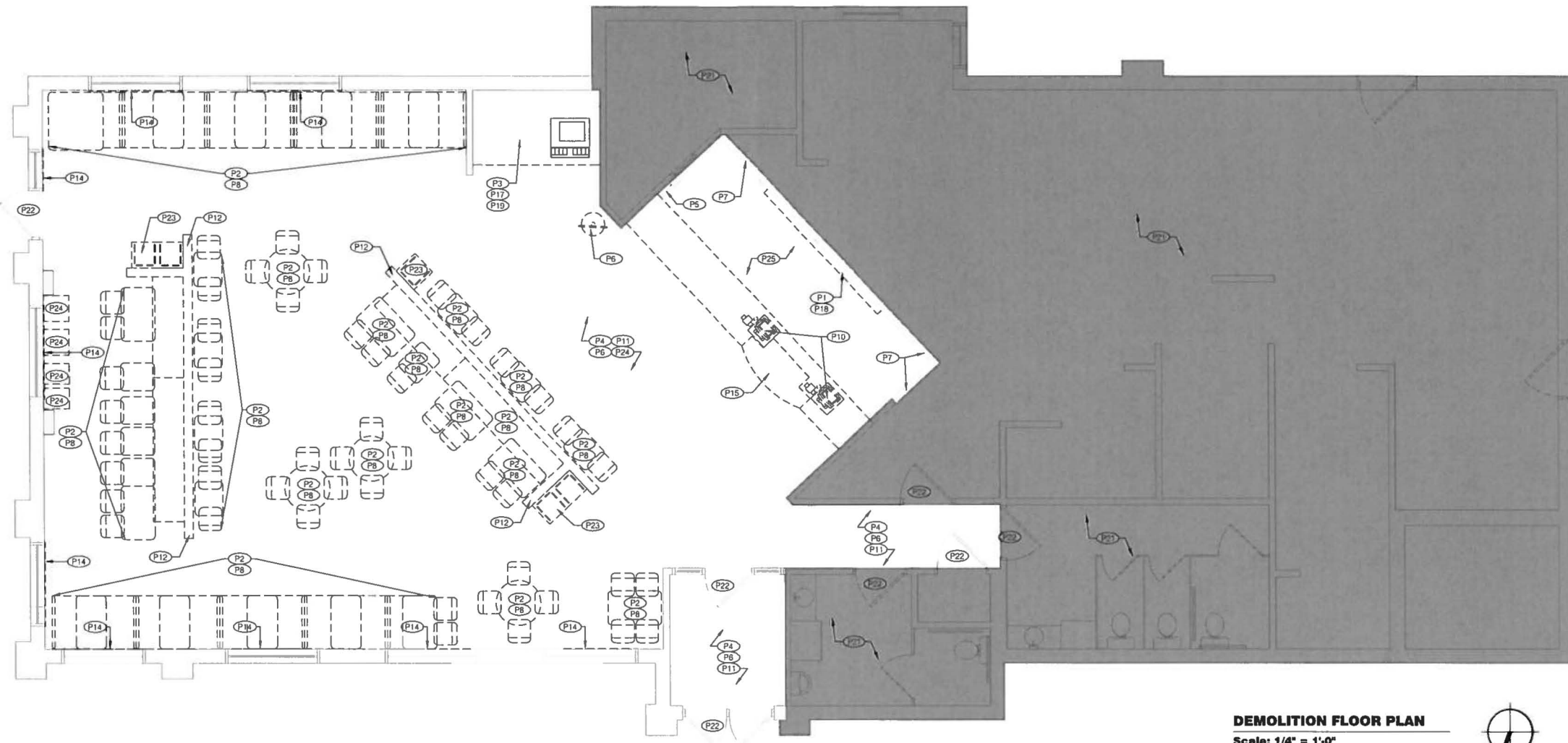
PRELIMINARY NOT FOR CONSTRUCTION

This document is partially complete. The information contained is not necessarily coordinated or correct. This drawing is for review purposes only.



KFC

ces
CREATION TO COMPLETION
8534 Yankee Street, Suite 2B, Dayton, OH 45458
Phone (937) 435-8584 Fax (937) 435-3307



LEGEND	
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	NO WORK IN THIS AREA

GENERAL NOTES

- REFER TO G 1.0 FOR SCOPE OF WORK
- NO STRUCTURAL ELEMENTS TO BE REMOVED. G.C. TO NOTIFY ARCHITECT IMMEDIATELY OF ANY STRUCTURAL ISSUES IDENTIFIED IN THE FIELD.

DEMOLITION FLOOR PLAN KEY NOTES

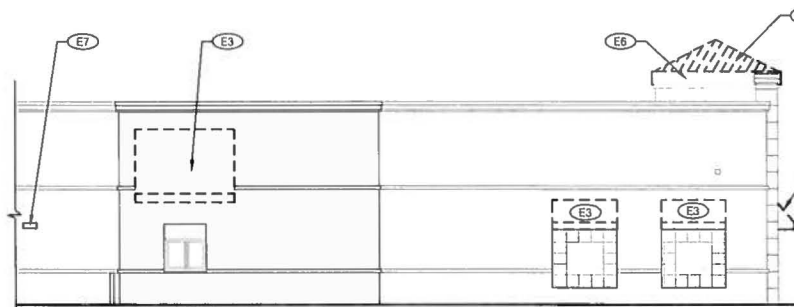
- | | | |
|--|--|--|
| <p>P1 REMOVE EXISTING MENUBOARD & SAVE FOR REUSE</p> <p>P2 REMOVE ALL EXISTING FIXTURES, BOOTHS, TABLETOPS & CHAIRS IN DINING ROOM - EXISTING TABLE STEEL POST TO REMAIN UNLESS NOTED OTHERWISE</p> <p>P3 EXISTING BEVERAGE DISPENSER TO BE REMOVED BY OWNERS VENDORS</p> <p>P4 REMOVE CHAIR RAIL, EXISTING WAINSCOTTING AND WALL COVERING ABOVE (TILE BASE TO REMAIN, UNLESS NOTED OTHERWISE)</p> <p>P5 EXISTING SECURITY MONITOR SYSTEM TO REMAIN, PROTECT AS NECESSARY</p> <p>P6 REMOVE ALL INTERIOR WALL SIGNS, DECOR ELEMENTS & ARTWORK - SAVE "KFC FOUNDATION" ARTWORK FOR REUSE</p> <p>P7 TEMPORARY VISQUEEN DUST PARTITION. COORDINATE EXACT LOCATION IN FIELD WITH FRANCHISEE AND PROVIDE A TIGHT SEAL</p> <p>P8 EXISTING TABLE STEEL POST TO BE REMOVED</p> <p>P9 EXISTING UNDER-COUNTER SAFE TO REMAIN, PROTECT FROM DUST</p> | <p>P10 EXISTING POS, CASH DRAWER, CLIP DISPENSER AND ALL HARDWARE TO BE REMOVED, SAVED AND SEALED IN A DUST FREE ENVIRONMENT</p> <p>P11 REMOVE EXISTING FLOORING AND COVE BASE - PREPARE FLOOR FOR NEW TILE</p> <p>P12 REMOVE EXISTING HALF HEIGHT WALL</p> <p>P13 REMOVE ALL QUEUING RAILS AND POSTS</p> <p>P14 REMOVE EXISTING WINDOW SILLS</p> <p>P15 EXISTING SERVICE COUNTER TO BE REMOVED (KNEE WALL TO BE MODIFIED AS NEEDED)</p> <p>P16 EXISTING HALF HEIGHT WALL TO REMAIN - NEW PANEL AND GAPS</p> <p>P17 GENERAL CONTRACTOR TO PUMP DOWN, REMOVE, AND SALVAGE EXISTING ICE MACHINE FOR REUSE</p> <p>P18 REMOVE EXISTING ELECTRICAL (LED PANELS) MENU BOARD AND SAVE FOR REINSTALL BY OWNER VENDOR</p> | <p>P19 EXISTING FOUNTAIN DRINK COUNTER TO BE REMOVED (KNEE WALL TO BE MODIFIED AS NEEDED) - UNLESS SS COUNTER</p> <p>P20 KEEP EXISTING RR FIXTURES AND ACCESSORIES</p> <p>P21 NO WORK IN THIS AREA</p> <p>P22 EXISTING DOOR AND HARDWARE TO REMAIN</p> <p>P23 REMOVE EXISTING TRASH ENCLOSURE</p> <p>P24 EXISTING FIXTURE/FURNITURE TO BE REMOVED & DISPOSED OF IN A RESPONSIBLE MANNER</p> <p>P25 EXISTING FLOORING BEHIND SERVICE AREA TO REMAIN</p> |
|--|--|--|

GENERAL NOTES

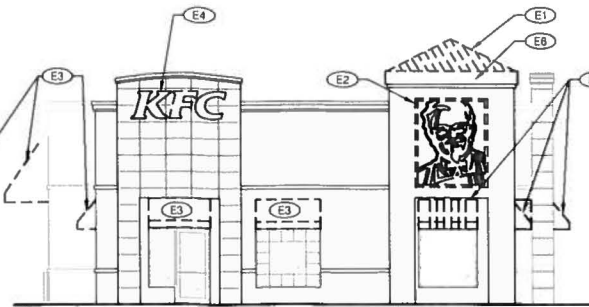
- THE G.C. SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THE SAFETY OF THE PUBLIC AND/OR WORKMEN ON THE JOB AND TO PREVENT ACCIDENTS OR INJURY TO ANY PERSON ON, ABOUT, OR ADJACENT TO THE PREMISES. THE G.C. SHALL COMPLY WITH ALL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS RELATIVE TO SAFETY AND THE PREVENTION OF ACCIDENTS.
- DRAWINGS ARE BASED ON EXISTING CONDITIONS PROVIDED BY LEND LEASE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THAT INFORMATION. DISCREPANCIES FOUND IN THE FIELD ARE TO BE RESOLVED ON SITE BY THE CONSTRUCTION MANAGER IN CONJUNCTION WITH THE LEND LEASE PROJECT MANAGER.
- THESE DEMOLITION PLANS ARE TO BE USED IN CONJUNCTION WITH THE ENTIRE SET OF WORKING DRAWINGS. DO NOT REMOVE OR DEMOLISH ANYTHING WITHOUT VERIFYING AND COORDINATING WITH ALL GENERAL TRADES AS TO HOW THEY RELATE TO THE OVERALL PROJECT.
- GENERAL CONTRACTOR SHALL PAY FOR ALL REQUIRED DEMOLITION PERMIT FEES AND OBTAIN ALL APPLICABLE DEMOLITION PERMITS.
- GENERAL CONTRACTOR SHALL REMOVE ALL DEBRIS & EQUIPMENT DAILY DURING THE DEMOLITION WORK.
- GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED SURFACES AS OUTLINED IN THE DRAWINGS.
- GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS PRIOR TO CONSTRUCTION.
- ABANDONED PIPES SHALL BE CAPPED IN A MANNER TO CONCEAL WITH-IN WALL, CEILING OR FLOOR.
- DEMOLITION MEANS AND METHODS ARE CONTRACTORS RESPONSIBILITY.
- NO STRUCTURAL ELEMENTS TO BE REMOVED. G.C. TO NOTIFY ARCHITECT IMMEDIATELY OF ANY STRUCTURAL ISSUES IDENTIFIED IN THE FIELD.
- RESTROOMS TO BE AVAILABLE AND FUNCTIONING AT ALL TIMES FOR EMPLOYEES DURING RENOVATION.

ELEVATION KEY NOTES

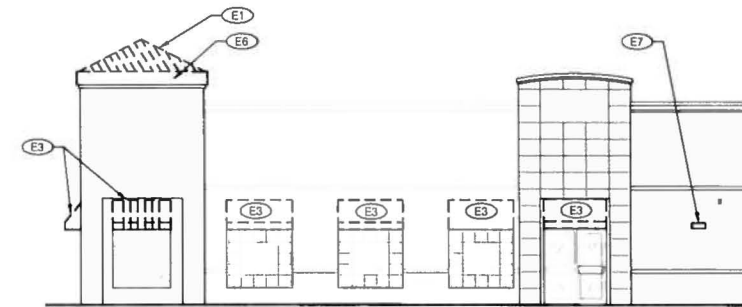
- REMOVE STRIPED PYRAMID SHROUD, FRAMING SKIRT AND EXISTING LIGHT FIXTURE-RETAIN CIRCUIT FOR RE-USE. EXISTING PARAPET & CAP. FLASHING TO REMAIN
- REMOVE "COLONEL" SIGN CABINET - DISCONNECT POWER & RETAIN CIRCUIT FOR RE-USE
- EXISTING EXTERIOR AWNINGS / CANOPIES TO BE REMOVED
- REMOVE EXISTING "KFC" LETTER SET-SIGN FACE AND CABINET
- REMOVE EXISTING WALL-PACK LIGHTING OVER DINING ROOM DOORS
- REMOVE THE TOP OF TOWER WALL METAL COPING CAP
- EXISTING WALL SCONCE TO BE REMOVED



EXISTING DRIVE-THRU ELEVATION
Scale: 1/8" = 1'-0"



EXISTING FRONT ELEVATION
Scale: 1/8" = 1'-0"



EXISTING MAIN ENTRY ELEVATION
Scale: 1/8" = 1'-0"

DRAWING SUBMITTALS

PERMIT REVIEW SET	
10/5/2014	CT 300
DATE	BY
PERMIT SET SUBMITTAL	
10/12/2014	CT 300
DATE	BY
PERMIT SET REVISION	
DATE	CL 300
	BY

REVISION:

Mark	Date	By
	10/11/2014	CT 300

△ CITY COMMENTS

PROJECT TITLE

"Y05 SERIES 6000
TO AMERICAN SHOWMAN"
TEMPLATE VERSION
RELEASE 1.0 JULY 2015
INCENTIVE SCOPE
3201 PADRE BLVD.
SOUTH PADRE ISLAND
TEXAS 78597

COMMISSION NO G135217

SHEET TITLE

DEMOLITION: FLOOR
PLAN & EXTERIOR
ELEVATIONS

SHEET NO.

D-1.0

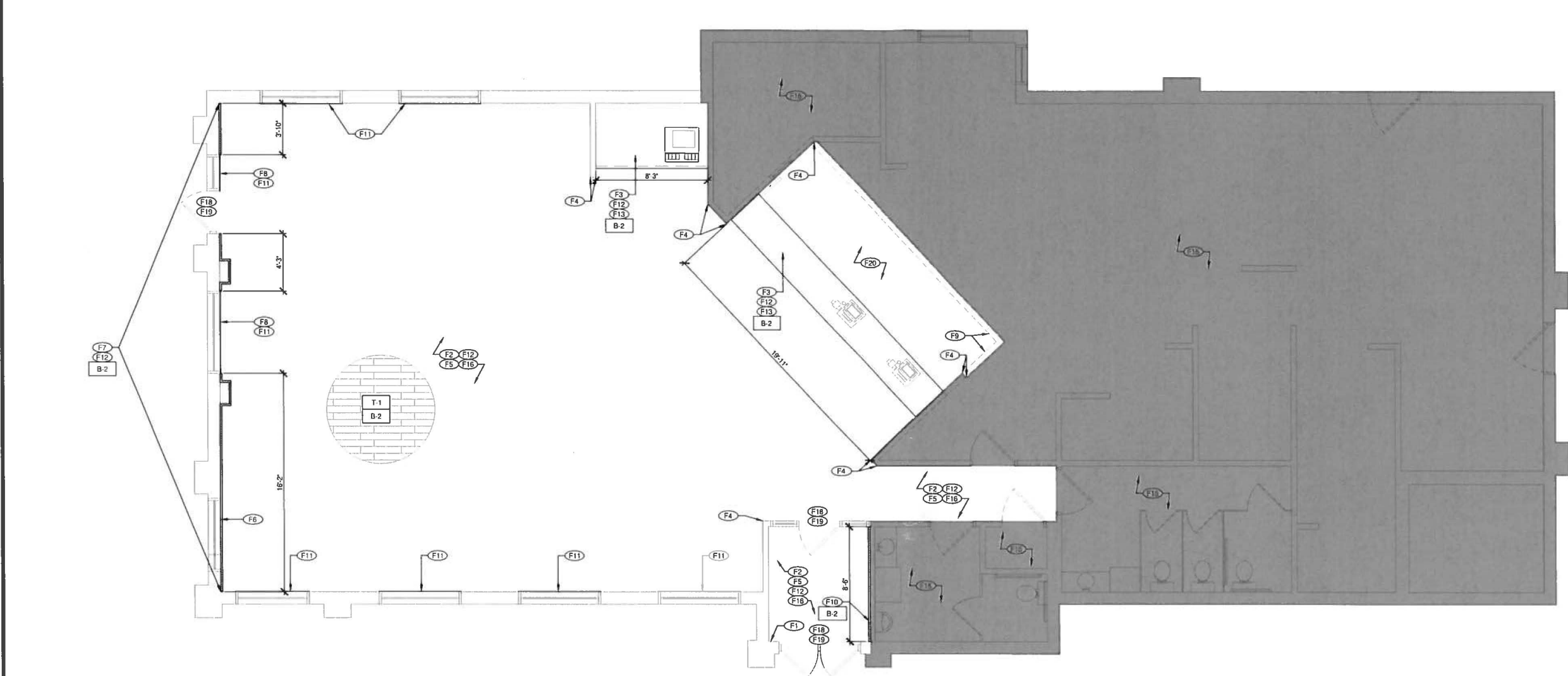
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KFC

CESQ
CREATION TO COMPLETION
8534 Yankee Street, Suite 2B, Dayton, OH 45458
Phone: (937) 435-4884 Fax: (937) 435-3307



LEGEND	GENERAL NOTES
EXISTING TO REMAIN	A. REFER TO G-1.0 FOR SCOPE OF WORK
NO WORK IN THIS AREA	B. NO STRUCTURAL ELEMENTS TO BE REMOVED. G.C. TO NOTIFY ARCHITECT IMMEDIATELY OF ANY STRUCTURAL ISSUES IDENTIFIED IN THE FIELD.

FLOOR FINISH PLAN
Scale: 1/4" = 1'-0"



FLOOR FINISH PLAN KEY NOTES	
F1. POST MAX. OCCUPANT LOAD ON WALL ADJACENT TO MAIN ENTRY	F9. NEW FRP PANELS OVER EXISTING SIDE WALLS & BULKHEAD TILE
F2. SKIM COAT EXISTING WALLS (TO LEVEL 3) WHERE WALL COVERING HAS BEEN REMOVED. PRIME AND PAINT WALLS AND PAINT EXISTING WAINSCOT, UNLESS OTHERWISE NOTED	F10. NEW VENDOR PROVIDED FLOOR TO CEILING "QUOTE WALL". REFER TO INTERIOR ELEVATIONS
F3. EXISTING KNEE WALL - MODIFY / REBUILD AS NEEDED TO ACCOMMODATE COUNTERTOP AT 33" A.F.F. COVER WITH NEW DECORATIVE PANELS - SERVICE COUNTER & FOUNTAIN UNIT COUNTER	F11. NEW WHITE CORIAN WINDOW SILL / WALL CAP (SS-2)
F4. NEW SURFACE MOUNTED STAINLESS STEEL CORNER GUARDS - PROVIDE AND INSTALL GUARD 18GA 3/4" X 3/4" WIDE TO EXPOSED SURFACES WITH SILICONE ADHESIVE	F12. INSTALL 6" RUBBER WALL BASE OVER NEW WALL PANEL
F5. INSTALL NEW FLOOR TILE AND RUBBER BASE THROUGH OUT - INSTALL CEMENT BOARD SUBSTRATE AT WALL BASE TO ALIGN WITH FINISH SURFACE OF WALL. PATCH CONCRETE BELOW FLOOR WHERE POSTS, RAILS AND WALLS ARE REMOVED	F13. INSTALL NEW SOLID SURFACE COUNTERTOPS
F6. NEW BLOCKING IN WINDOW OPENING TO SUPPORT DECORATIVE WALL PANELS	F14. RE-GLASS DIMBER WALL WITH NEW LAMINATE PANELS (PL-4) OVER EXISTING PANELS AND INSTALL GGRAN-TOP-GAP - REFER TO FINISH SCHEDULE
F7. NEW PRE-FINISHED FLOOR TO CEILING DECORATIVE WALL TRIM PANELS ON EXISTING WALL SURFACE. INSTALL PANELS 1/2" BELOW CEILING FOR VENTILATION PURPOSES	F15. NO WORK IN THIS AREA
F8. NEW PRE-PRIMED VENDOR PROVIDED 4" WINDOW TRIM TO BE PAINTED P-6. REFER TO FINISH SCHEDULE	F16. INSTALL NEW CHAIR RAIL AND WAINSCOTING
	F17. PRE-FINISHED ALUMINUM CORNER GUARDS TO MATCH NEW WALL FINISH
	F18. EXISTING DOOR CLOSER SHALL BE ADJUSTED TO HAVE A MAXIMUM 5 LBS OPENING FORCE
	F19. INSTALL NEW THRESHOLDS @ ENTRY DOORS
	F20. EXISTING FLOORING BEHIND SERVICE COUNTER TO REMAIN

FINISH SCHEDULE / INTERIOR FINISHES									
MARK	DESCRIPTION	MFG / CONTACT	MODEL #/COLOR	REMARKS	MARK	DESCRIPTION	MFG / CONTACT	MODEL #/COLOR	REMARKS
FLOORING					WALLS				
T-1	FLOOR TILE	CREATIVE MATERIALS CORPORATION DEBORAH SCHULTZ NATIONAL ACCOUNTS MANAGER P: (518) 713-5384 C: (518) 423-3086 dschultz@creativeinteriorscorp.com	SERIES LEGEND COLOR: HONEY F1821 GRP 6" x 36" 1/8" GROUT JOINTS - GROUT 1 1 RUBBER BOUND	DINING ROOM	B-2	SI TRACE COUNTER, DIVIDER WALLS, RED WALL	JOHNSONITE SCOTT SITHLEY JR. P: (800) 889-8018 ext. 4759 C: (718) 254-8791 scott.sithley@johnsonite.com	MILLYWORK WALLBASE MANDALAY 8" TALL LESS 70 CHARCOAL 3.75" W x 4.5" H	
T-2	FLOOR TILE	CREATIVE MATERIALS CORPORATION DEBORAH SCHULTZ NATIONAL ACCOUNTS MANAGER P: (518) 713-5384 C: (518) 423-3086 dschultz@creativeinteriorscorp.com	SERIES VCAWADA SOLIDS COLOR: RED PHO F1821 STANDARD MATTE 12"x12" 1/8" GROUT JOINTS GROUT 2	RESTROOMS		KITCHEN WALLS PANELS	MAFLITE DAN EUGERS P: (330) 343-6821 C: (330) 260-7633 deugers@maflite.com	1/4" 100 WHITE	BOH
B-1	COVE BASE	CREATIVE MATERIALS CORPORATION DEBORAH SCHULTZ NATIONAL ACCOUNTS MANAGER P: (518) 713-5384 C: (518) 423-3086 dschultz@creativeinteriorscorp.com	TYPE SANDERS PATINA COVE BASE SIZE 6"x12"	DINING ROOM / RESTROOM	SF-4	WAINSCOT	MAFLITE DAN EUGERS P: (330) 343-6821 C: (330) 260-7633 deugers@maflite.com	PREFINISHED - PB WEDDING VEL PLANK 57 1/2" W x 2 1/2" RUN VERTICAL ON WALL USE INTEGRAL CHAIR RAIL	DINING ROOM
T-3/B-3	FLOOR TILE	DALTILE P: (502) 988-0548 C: (502) 367-7839 leslie.kneale@daltile.com	TYPE SUNTREAD QUARRY, COLOR: RED CORN SIZE 6"x6" GROUT MAPLE #47 CHARCOAL	BOH	SF-6	WALL PANELS	MAFLITE DAN EUGERS P: (330) 343-6821 C: (330) 260-7633 deugers@maflite.com	FRP PANELS LA PALMAY SYMETERS 10' x 4' 8" TILE RUNNING BOND PATTERN	MENUBOARD BULKHEAD AND WALLS @ COUNTER
GROUT 1	FLOOR GROUT	CREATIVE MATERIALS CORPORATION DEBORAH SCHULTZ NATIONAL ACCOUNTS MANAGER P: (518) 713-5384 C: (518) 423-3086 dschultz@creativeinteriorscorp.com	COLOR: 945 LIGHT BUFF 1/8" USE T-1	DINING ROOM	SF-8	WALL PANELS	MAFLITE DAN EUGERS P: (330) 343-6821 C: (330) 260-7633 deugers@maflite.com	FRP PANELS WHITE MATTE SYMETERS 10' x 4' 8" SUBWAY TILE RUNNING BOND PATTERN	RESTROOMS COVER EXISTING TILE ON LEVEL 1 & 2
GROUT 2	FLOOR GROUT	CREATIVE MATERIALS CORPORATION DEBORAH SCHULTZ NATIONAL ACCOUNTS MANAGER P: (518) 713-5384 C: (518) 423-3086 dschultz@creativeinteriorscorp.com	COLOR: 19 PEWTER WB. USE T-2	RESTROOMS		CHAIR RAIL	MAFLITE DAN EUGERS P: (330) 343-6821 C: (330) 260-7633 deugers@maflite.com	PREFINISHED - PB WEDDING VEL WOOD CHAIR RAIL	DINING ROOM
					SS-2	WINDOW SILL KNEE WALL	DU PONT CORIAN OHIO VALLEY SUPPLY COMPANY P: (518) 181-8500 C: (518) 543-2528 budi.roose@ovscorp.com	TERRA COLLECTION WHITE JADEINE 12" HICK	DINING ROOM
						STAINLESS STEEL HEADER CAP	TBD	TBD	MENUBOARD BULKHEAD
						CORNER GUARDS	TBD	TBD	DINING ROOM

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DRAWING SUBMITTALS		
DESIGN DEVELOPMENT REVIEW SET	DATE	BY
10/30/14	CE/SD	BY
PERMIT SET SUBMITTAL	DATE	BY
11/10/14	CE/SD	BY
PERMIT SET REVIEW	DATE	BY
11/10/14	CE/SD	BY
REVISION:		
Mark	Date	By
1	10/30/14	CE/SD
CITY COMMENTS		
PROJECT TITLE		
"Y05 SERIES 6000 TO AMERICAN SHOWMAN" TEMPLATE VERSION RELEASE 1.0 JULY 2015 INCENTIVE SCOPE 3201 PADRE BLVD. SOUTH PADRE ISLAND TEXAS 78597		
COMMISSION NO.		G135217
SHEET TITLE		
FLOOR FINISH PLAN		
SHEET NO.		
A-1.0		

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KFC

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8534 Yankee Street, Suite 2B, Dayton, OH 45458
Phone: (937) 435-8584 Fax: (937) 435-3307

DRAWING SUBMITTALS

DESIGN DEVELOPMENT REVIEW SET	
10/02/2014	CSO
DATE	BY
PERMIT SET SUBMITTAL	
04/11/2016	CSO
DATE	BY
PERMIT SET REVISION	
DATE	BY

REVISION:

Mark	Date	By
1	10/2/2014	CSO
CITY COMMENTS		

PROJECT TITLE

*Y05 SERIES 8000
TO AMERICAN SHOWMAN*
TEMPLATE VERSION
RELEASE 1.0 JULY 2015
INCENTIVE SCOPE
3201 PADRE BLVD.
SOUTH PADRE ISLAND
TEXAS 78597

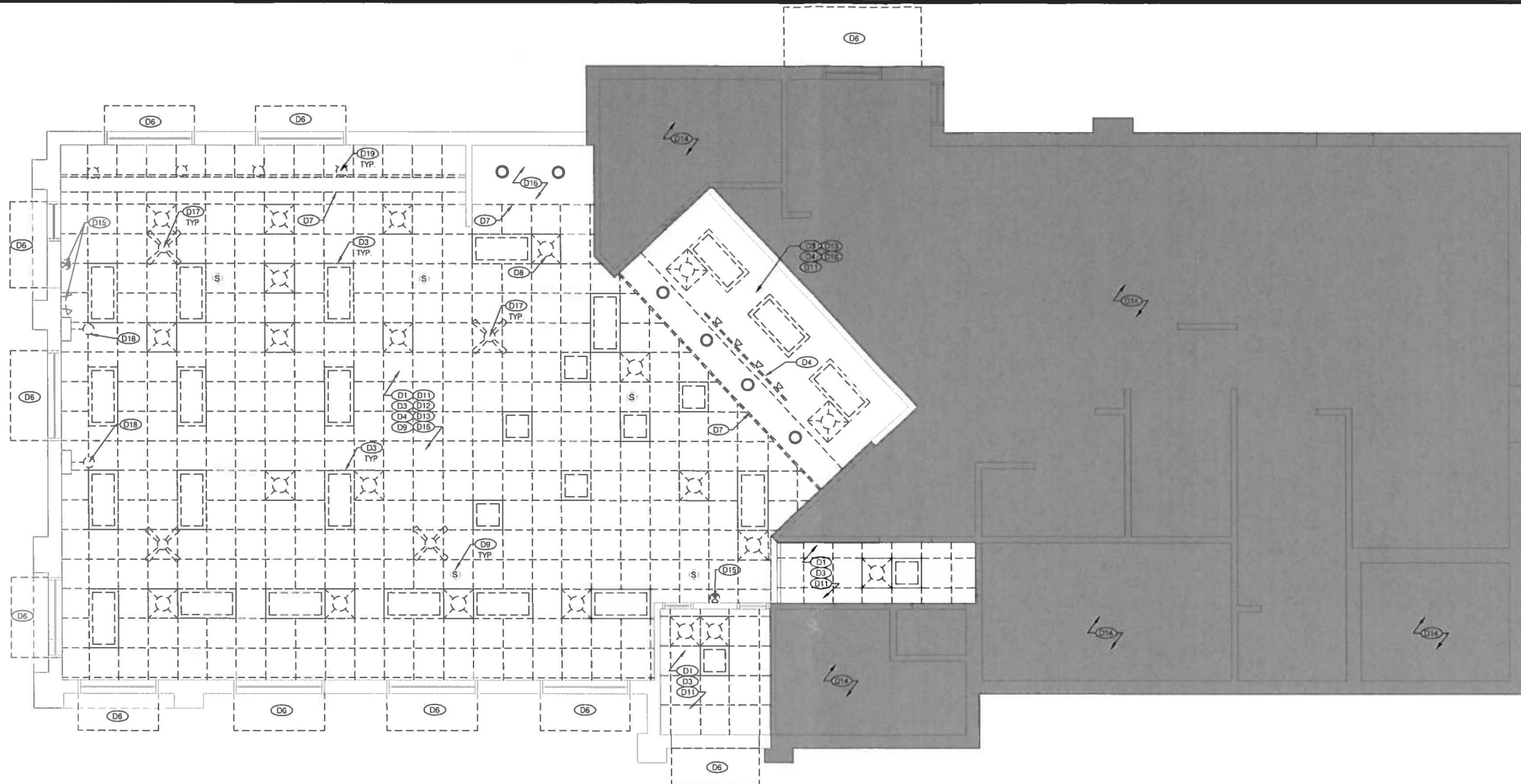
COMMISSION NO. G135217

SHEET TITLE

DEMOLITION :
REFLECTED CEILING
PLAN

SHEET NO.

D-1.1



DEMOLITION REFLECTED CEILING PLAN

Scale: 1/4" = 1'-0"



LEGEND	GENERAL NOTES
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	NO WORK IN THIS AREA
A. REFER TO G-1.0 FOR SCOPE OF WORK	
B. NO STRUCTURAL ELEMENTS TO BE REMOVED. G.C. TO NOTIFY ARCHITECT IMMEDIATELY OF ANY STRUCTURAL ISSUES IDENTIFIED IN THE FIELD	

DEMOLITION REFLECTED CEILING PLAN KEY NOTES

- | | |
|--|--|
| D1. REMOVE EXISTING CEILING GRID AND TILES - DINING, SERVICE COUNTER AREA, RESTROOMS | D12. EXISTING W-FI ROUTER TO REMAIN |
| D2. LIGHT FIXTURES TO BE RELOCATED - SEE CEILING PLAN SHEET A-1.1 FOR NEW LOCATION | D13. EXISTING CCTV/CAMERA/SMOKE DETECTORS TO BE RELOCATED BY OWNER'S SUB AS NEEDED |
| D3. EXISTING LIGHT FIXTURES TO BE REMOVED AND CIRCUITS RETAINED FOR RE-USE | D14. NO WORK IN THIS AREA |
| D4. EXISTING TRACK LIGHTING AND TRACKS TO BE REMOVED | D15. EXISTING EMERGENCY LIGHTING AND EMERGENCY EXIT SIGNAGE TO BE REMOVED |
| D5. EXISTING LIGHT SCENES TO BE REMOVED (CIRCUITS TO BE RE-USED FOR NEW LIGHTING) | D16. EXISTING GYPSUM BOARD CEILING TO REMAIN |
| D6. EXISTING EXTERIOR AWNINGS / CANOPIES TO BE REMOVED - SEE DEMO ELEVATIONS | D17. EXISTING CEILING FAN TO BE REMOVED |
| D7. EXISTING SOFFIT TO BE REMOVED. REFER TO CEILING PLAN FOR ANY NEW BULKHEAD LOCATIONS | D18. EXISTING WALL SCENES TO BE REMOVED |
| D8. EXISTING CEILING DIFFUSER TO BE RELOCATED AND REPLACED WITH NEW DIFFUSER. SEE A-1.1 | D19. EXISTING PENDENT LIGHT FIXTURE TO BE REMOVED |
| D9. EXISTING CEILING MOUNTED SPEAKERS TO BE CLEANED AND REPAINTED | |
| D10. EXISTING WINDOW VALANCES / COVERINGS TO BE REMOVED | |
| D11. EXISTING CEILING DIFFUSER AND GRILLES TO BE REMOVED AND REPLACED WITH NEW IN SAME LOCATION UNLESS NOTED OTHERWISE | |

GENERAL NOTES

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- GENERAL CONTRACTOR SHALL REMOVE ALL DEBRIS & EQUIPMENT DAILY DURING THE DEMOLITION WORK.
- GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL DAMAGED SURFACES AS OUTLINED IN THE DRAWINGS.
- GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS PRIOR TO CONSTRUCTION.
- ABANDONED PIPES SHALL BE CAPPED IN A MANNER TO CONCEAL WITHIN WALL, CEILING OR FLOOR.
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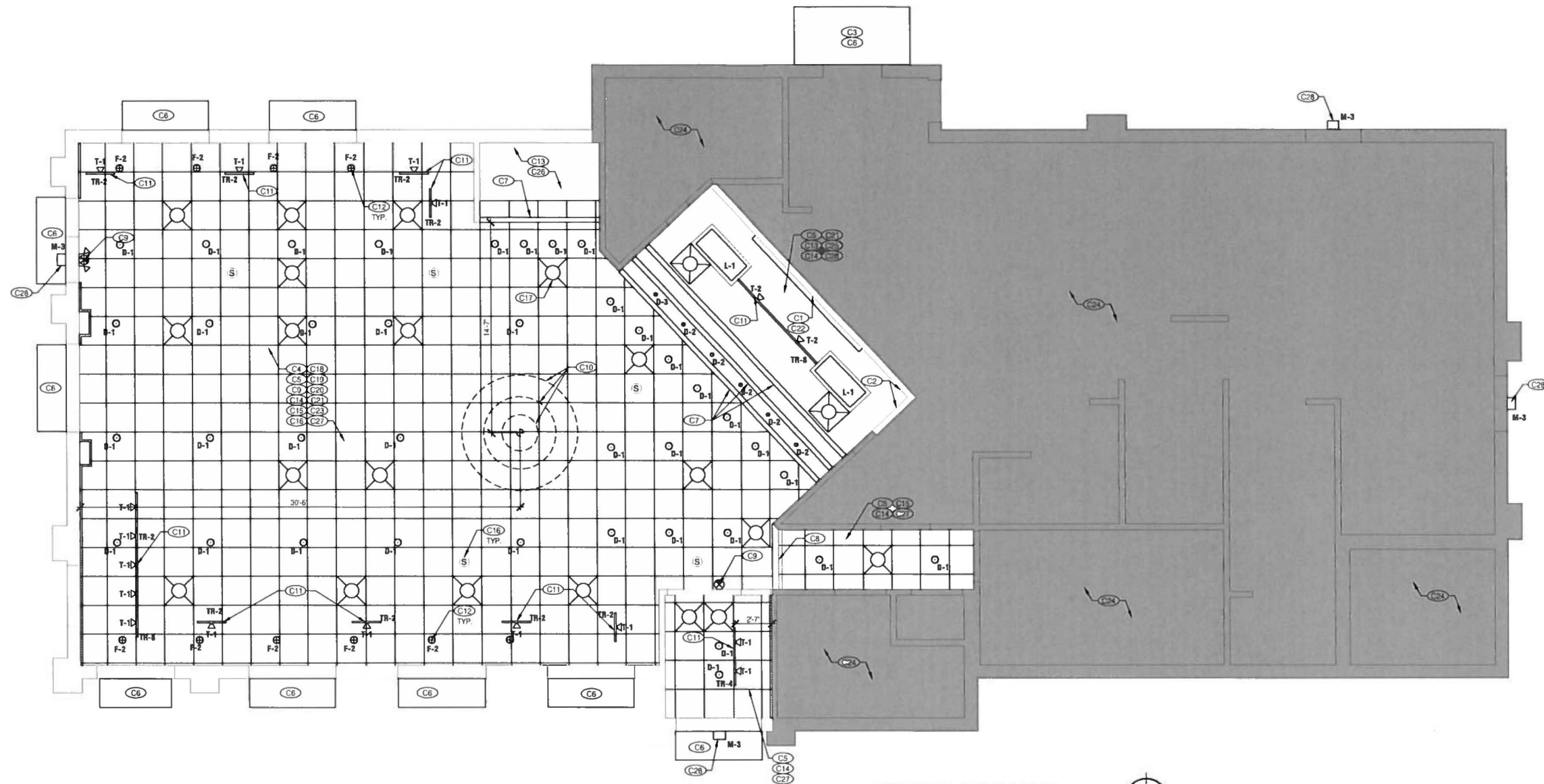
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Phone: (937) 435-4584 Fax: (937) 435-3307



REFLECTED CEILING PLAN

Scale: 1/4" = 1'-0"



LEGEND	GENERAL NOTES
	A. RESTROOMS - PAINT HARD LID CEILING AND WALLS STEAM CLEAN FLOOR TILE AND RE-LAMPY RE-LENSE LIGHT FIXTURES
	B. NO STRUCTURAL ELEMENTS TO BE REMOVED. G.C. TO NOTIFY ARCHITECT IMMEDIATELY OF ANY STRUCTURAL ISSUES IDENTIFIED IN THE FIELD
	C. REFER TO A-2.0 EXTERIOR ELEVATIONS FOR WALL SCONCE LOCATIONS

REFLECTED CEILING PLAN KEY NOTES	
C1. REINSTALL EXISTING MENU BOARD	C16. PAINT EXISTING SPEAKERS (P-6)
C2. NEW STAINLESS STEEL CAP AT UNDERSIDE OF EXISTING BULKHEAD	C17. RELOCATED DIFFUSERS ADJUST SUPPLY LINE TO FEED NEW DIFFUSER
C3. WIRING OF LIGHTS IN CANOPY BY VENDOR E.C. SHALL MAKE FINAL CONNECTION TO EXISTING LIGHTING CIRCUIT THIS AREA	C18. INSTALL NEW PEPSI SIGN
C4. NEW RECESSED LIGHTING - CENTERED ABOVE TABLES - CONNECT TO EXISTING DINING ROOM LIGHT CIRCUITS	C19. REINSTALL EXISTING WI-FI ROUTER IN SAME LOCATION
C5. EXISTING CEILING RECEPTACLES TO BE REPLACED WITH NEW	C20. REINSTALL EXISTING BUG LIGHTS, EXIT SIGNS, EM LIGHTS AS NEEDED
C6. NEW EXTERIOR AWNING / LOUVER REFER TO EXTERIOR ELEVATIONS	C21. EXISTING CCTVS / CAMERAS / SMOKE DETECTORS TO BE RELOCATED BY OWNERS VENDOR AS NEEDED
C7. CUSTOM MILLWORK FAUX WOOD BEAMS - MODIFY EXISTING SOFFIT/CEILING AS NEEDED TO ACCOMMODATE NEW BEAM	C22. REINSTALL EXISTING ELECTRICAL (LED PANELS) MENU BOARD BY OWNER VENDOR
C8. EXISTING SOFFIT TO BE PAINTED (P-6)	C23. RELOCATE EXISTING T-STAT AS NEEDED
C9. NEW EMERGENCY LIGHTING & EXIT SIGNAGE (WHITE BACKGROUND)	C24. NO WORK IN THIS AREA
C10. NEW BUCKET PENDANT LIGHT AND LIGHT RING	C25. REPLACE EXISTING LIGHT FIXTURES WITH NEW LED LIGHT FIXTURE IN RESTROOMS AND BEHIND SERVICE COUNTER
C11. NEW TRACK LIGHTING - POSITION AT 3'-0" FROM WALL UNO	C26. EXISTING GYPSUM BOARD CEILING. PATCH AND REPAIR AS REQUIRED
C12. NEW PENDANT LIGHTING CENTERED ABOVE TABLE	C27. NEW RECESSED LIGHTING - CONNECT TO EXISTING DINING ROOM LIGHT CIRCUITS
C13. PAINT CEILING (P-6)	C28. NEW WALL PACK LIGHT ABOVE DOOR
C14. INSTALL NEW HVAC DIFFUSERS AND GRILLES (WHITE)	
C15. NEW CEILING TILES AND GRIDS	

GENERAL NOTES - LIGHTING / ELECTRICAL	
A. CONFIRM LIGHTING FIXTURE QUANTITIES WITH SUPPLIER	N. RELOCATED DEVICES TO BE ROUTED IN FLEXIBLE METAL CONDUIT
B. EMERGENCY AND STANDARD LIGHTING MARKED WITH 'NL' SUBSCRIPT SHALL OPERATE CONTINUOUSLY. PROVIDE UNSWITCHED HOT TO STANDARD AND EMERGENCY BALLASTS	O. PROVIDE NEW OR EXTEND EXISTING POWER/DATA/PHONE LINES FOR NEW MODIFIED LAYOUT. G.C./E.C. IS RESPONSIBLE FOR FIELD VERIFYING THE EXISTING ELECTRICAL CAPACITY AND CONFIRMING THAT THE NUMBER OF SPARES AT THE PANELS IS ADEQUATE FOR THE ADDITIONAL RELOCATION OF THE SERVICES SHOWN. G.C. TO NOTIFY KFC PM IF EITHER SERVICE OR NUMBER OF SPARES IS FOUND TO NOT MEET THE NECESSARY REQUIREMENTS
C. EMERGENCY LIGHTING NOT MARKED WITH 'NL' SUBSCRIPT PROVIDE UNSWITCHED CONSTANT HOT TO EMERGENCY BALLAST AND SWITCHED HOT TO STANDARD BALLAST	P. E.C. SHALL PROVIDE J-BOX FOR SIGNAGE BY SIGN VENDOR FINAL CONNECTION TO BUILDING POWER BY E.C.
D. CONTRACTOR SHALL FIELD VERIFY CEILING TYPE AND PROVIDE PROPER MOUNTING HARDWARE	Q. E.C. SHALL PROVIDE J-BOX FOR NEW EXTERIOR LIGHT FIXTURE. FINAL CONNECTION TO BUILDING POWER BY E.C.
E. ALL LIGHT FIXTURES SHALL BE SUPPLIED WITH LAMPS	R. E.C. SHALL COORDINATE EXACT ROUTING OF ALL NEW AND RELOCATED CIRCUITS. FIELD VERIFY EXISTING CONDITIONS. ALL WORK AND WIRING PER NEC INSTALLATION REQUIREMENTS. ALL WORK TO BE CONCEALED. SURFACE MOUNT RACEWAYS ARE NOT PERMITTED
F. ELECTRICAL CONTRACTOR SHALL VERIFY AVAILABLE CIRCUITS IN ELECTRICAL PANELS AND REUSE EXISTING CIRCUITS AS AVAILABLE	S. DRAWINGS ARE BASED ON EXISTING CONDITIONS PROVIDED BY LEND LEASE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THAT INFORMATION. DISCREPANCIES FOUND IN THE FIELD ARE TO BE RESOLVED ON SITE BY THE CONSTRUCTION MANAGER IN CONJUNCTION WITH THE LEND LEASE PROJECT MANAGER
G. CONNECT LIGHTING CIRCUITS TO EXISTING LIGHTING CONTROL PANEL. COORDINATE CONTROL SEQUENCE AND TIME OF DAY SCHEDULING WITH FRANCHISEE	
H. EXISTING 2X4 AND 2X2 LIGHTING TO BE RE-LENSED AND RE-LAMPED (WITH LED)	
I. REFER TO A2.0 FOR ADDITIONAL EXTERIOR LIGHTS NOT SHOWN ON PLAN	
J. ALL NEW LIGHTING TO BE COORDINATED WITH EXISTING MECHANICAL GRILLES	
K. EXISTING ELECTRICAL PANEL LOCATIONS & NEW CIRCUITS SHALL BE VERIFIED BY E.C. E.C. SHALL COORDINATE & VERIFY FINAL ELECTRICAL WITH LIGHTING / SIGNAGE SUPPLIERS	
L. PROVIDE ESCUTCHEON PLATES AND SEALANT AT ALL UTILITY PENETRATIONS OF WALLS, CEILINGS AND FLOORS. DO NOT USE CAULK OR EXPANDING FOAM FOR SEALANT	
M. ALL WIRING TO BE PER NEC INSTALLATION REQUIREMENTS SIZED FOR 40% MAX FILL PER NEC	

LIGHTING SCHEDULE				
NO	LOCATION	MFG/CATALOG NUMBER	DESCRIPTION	WATTS/ VOLTS
D-1	SALES FLOOR	ELITE B6C-A1-W (HOUSING) TCP-70874 LED14DR500K95	6" IC AIR SHUT RECESSED CAN WITH 1 MEDIUM BASE SOCKET AND 1 HANGER BARS, WHITE 6" 3000K 95 CRI TRIM WITH 1 QUICK CONNECT	14 WATTS / 120 VOLTS
D-2	SALES FLOOR	CONTECH: LVR316S-35WATT (HOUSING) CONTECH: CTR3001-WHT-P	3" LOW VOLTAGE DOWNLIGHT WITH WHITE ADJUSTABLE BAFFLE TRIM WITH 15 DEGREE ADJUSTMENT	7 WATTS / 120 VOLTS
D-3	SALES FLOOR	CONTECH: LVR316S-35WATT (HOUSING) CONTECH: CTR325-P	3" LOW VOLTAGE DOWNLIGHT WITH WHITE FULLY ADJUSTABLE TRIM	7 WATTS / 120 VOLTS
F-2	SALES FLOOR	MINIKA: 2260-B4	GLASS PENDANT WITH 1 BRUSHED NICKEL FINISH MEDIUM BASE SOCKET	3 WATTS / 120 VOLTS
T-1	SALES FLOOR	JUNO: R600L3HCNWH	VERTICAL INTEGRATED LED TRACK LIGHT WHITE FINISH 3000K H-CRI 23 DEGREE NARROW BEAM	10 WATTS VOLTS
TRACK	SALES FLOOR	JUNO: RPT3R14FT2F1	SINGLE CIRCUIT LINE VOLTAGE TRACK WHITE FINISH	
F-2	MENU BOARD LIGHT	CONTECH: CT1181VCDP	VERTICAL INTEGRATED LED WALL WASHER TRACK LIGHT 3000K H-CRI	35 WATTS/ 120 VOLTS
TRACK	MENU BOARD	CONTECH: LTRP-LTP TGP T2P	SINGLE CIRCUIT LINE VOLTAGE TRACK WHITE FINISH	
D1CA	TITLE 24 SALES FLOOR DOWNLIGHT (REPLACEMENT)	ELITE B6-GU24-IC-120-W (HOUSING) ELITE RL828DMTR-120-30K-90 W-WH-GU 24SA	6" IC AIR SHUT RECESSED CAN WITH GU24 BASE SOCKET AND HANGER BARS	15 WATTS / 120 VOLTS
L-1	SALES FLOOR RECESSED TROFFER	MOBERN: MPPEL24LED500MMWH-135	2X4 LED EDGE LIT FLAT PANEL 3500K	4 WATTS / 120 VOLTS
L-2	SALES FLOOR RECESSED TROFFER	MOBERN: MPPEL22LED350MMWH-135	2X2 LED EDGE LIT FLAT PANEL 3500K	35 WATTS 120 VOLTS
L-3	RESTROOM RECESSED TROFFER	MOBERN: MPPEL14LED370MMWH-135 MOBERN: SMKT114-MFCL	1X4 LED EDGE LIT FLAT PANEL 3500K WITH FLANGE KIT	37 WATTS 120 VOLTS
EXTERIOR FIXTURES				
E-1	TOP OF WALL	AMERLUX: WAF-120 (BLK LIGHT) AMERLUX: WAF-1/BLDG MH1/BLK-36IN (BRACKET)	SINGLE ARRAY LED FLOOD LIGHT 3000K BLACK FINISH WITH CUSTOM 3/4" ARM BRACKET BLACK FINISH	24 WATTS / 120 VOLTS
E-2	ABOVE HANGER PANEL	AMERLUX: FL14W5030BLK (LIGHT) AMERLUX: WAF-1/BLDG MH1/BLK-36IN (BRACKET)	SINGLE ARRAY LED FLOOD LIGHT 3000K BLACK FINISH WITH CUSTOM 3/4" ARM BRACKET BLACK FINISH HORIZONTAL WIDE SPOT BEAM	31 WATTS / 120 VOLTS
M-2	WALL SCONCE	PROGRESS: P5075-31 (LIGHT) PROGRESS: P8799-31 (TOP COVER)	C2 LAMP EXTERIOR RATED UP/DOWN WALL SCONCE BLACK FINISH WITH TOP LENS COVER	28 WATTS / 120 VOLTS
M-3	WALL SCONCE	RAB: WPLED20Y	EXTERIOR RATED LED WALL PACK 3000K BRONZE FINISH	20 WATTS / 120 VOLTS

DRAWING SUBMITTALS

10/2/2014	DATE	CEISO	BY	10/2/2014	DATE	CEISO	BY

REVISION:	Mark	Date	By
		10/2/2014	CEISO

PROJECT TITLE
"Y05 SERIES 6000
TO AMERICAN SHOWMAN"
TEMPLATE VERSION
RELEASE 1.0 JULY 2015
INCENTIVE SCOPE
3201 PADRE BLVD
SOUTH PADRE ISLAND
TEXAS 78597

COMMISSION NO. G135217
SHEET TITLE

REFLECTED
CEILING PLAN

SHEET NO.

A-1.1

PRELIMINARY
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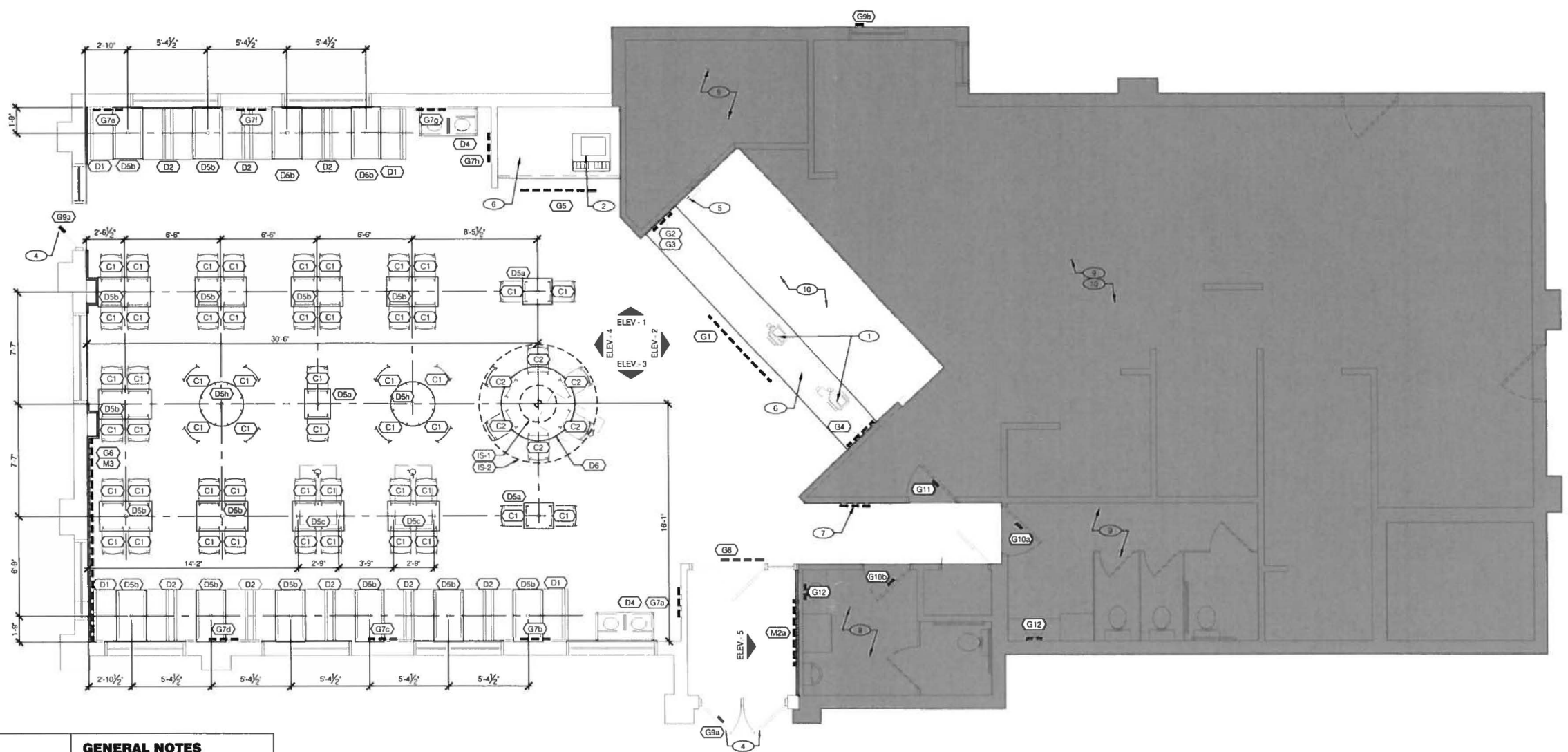
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KFC

ces
CREATION TO COMPLETION

8534 Yankee Street, Suite 2B, Dayton, OH 45458
Phone: (937) 435-6884 Fax: (937) 435-3307



LEGEND	GENERAL NOTES
EXISTING TO REMAIN	A. COORDINATE EXACT GRAPHIC LOCATIONS AND HANGING INSTRUCTIONS WITH VENDOR SPECS
NO WORK IN THIS AREA	

FIXTURE AND FURNITURE PLAN
Scale: 1/4" = 1'-0"

NORTH

- FIXTURES AND GRAPHICS KEY NOTES:**
- EXISTING P.O.S. EQUIPMENT - INCL. EXIST OR NEW UNDER COUNTER CASH DRAWER BRACKET
 - RE-INSTALL EXISTING ICE MACHINE & BEVERAGE DISPENSER - SEE SHEET D1.0
 - EMERGING-SAFE
 - REPLACE EXTERIOR/INTERIOR BRANDED PLASTIC DOOR PANEL WITH PREFINISH PANEL TO MATCH DOOR FRAME
 - EXISTING SECURITY MONITOR. RELOCATE AS NECESSARY FOR NEW SERVICE COUNTER LAYOUT
 - CUSTOM MILLWORK PROVIDED BY VENDOR
 - REINSTALL EXISTING "KFC FOUNDATION" ARTWORK
 - PAINT EXISTING TABLETOP POSTS - MATTE BLACK
 - NO WORK IN THIS AREA
 - G15 BOH GRAPHICS TO BE LOCATED BY KFC

KFC GRAPHIC SCHEDULE	
GRAPHICS	
G1	"KITCHEN" SIGN
G2	CHALK BOARD - PRINTED
G3	REAL MEALS GUARANTEE
G4	SECRET PROCESS ART
G5	PEPSI FILLING STATION SIGN
G6	FOCAL WALL ART
G7	POSTER ARTWORK - HANGING RAIL SYSTEM
G7a	POSTER ARTWORK - "SOUTHERN INSPIRED"
G7b	POSTER ARTWORK - "SANDERS FOR SENATOR"
G7c	POSTER ARTWORK - "COLONEL 101"
G7d	POSTER - "H61 CHICKEN SALESMAN"
G7e	POSTER ARTWORK - "PRESSURE COOKER"
G7f	POSTER ARTWORK - "BUCKET LIST"
G7g	POSTER ARTWORK - "SECRET RECIPE"
G7h	POSTER ARTWORK - "4000 STATUES"
G8	"THANKS" MESSAGE
G8a	STORE HOURS - ENTRY DOOR
G8b	STORE HOURS - DT WINDOW
G8c	STORE HOURS - SPEAKER POST
G10a	RESTROOM SIGNS - LADIES
G10b	RESTROOM SIGNS - GENTS
G11	COLONEL'S OFFICE SIGN
G12	RESTROOM MIRROR MESSAGE
G13	COMMUNITY BOARD
G14	CONDIMENT STATION ARROW SIGN
G15a	BOH ART - COMMUNICATION BOARD (VERT & HORIZ)
G15b	BOH ART - FAMILY PRIDE BOARD
G15c	BOH ART - COLONEL PROUD BANNER
G15d	BOH ART - COLONEL TIE MIRROR
G15e	BOH ART - GREATEST CHICKEN COLLAGE
G15f	BOH ART - SERVICE PROMISE SIGN (STANDARD 60"x74" AND SMALL 30"x24")

KFC DECOR SCHEDULE	
INTERIOR SPECIALTIES	
TAG	ITEM DESCRIPTION
IS-1	BUCKET
IS-2	RING CEILING ELEMENT
DECOR	
D1	SANDERS BOOTH - SINGLE
D2	SANDERS BOOTH - DOUBLE
D3	TRASH UNIT - SINGLE
D4	TRASH UNIT - DOUBLE
D5a	TABLE TOP - 21" X 24"
D5b	TABLE TOP - 24" X 42"
D5c	TABLE TOP - 24" X 42" HC W/ SYMBOL
D5d	TABLE TOP - 30" X 42" HC W/ SYMBOL
D5e	TABLE TOP - 30" X 33-1/2"
D5f	TABLE TOP - 30" ROUND
D5g	TABLE TOP - 30" ROUND HC W/ SYMBOL
D5h	TABLE TOP - 36" ROUND
D5i	TABLE TOP - 36" ROUND HC W/ SYMBOL
D6	FOCAL TABLE 60" ROUND WITH CUSTOM BASE
CHAIRS	
C1	CAFE DINING CHAIRS
C2	CAFE DINING CHAIRS - KFC RED SEAT
C3	CAFE BAR CHAIRS - KFC RED SEAT

KFC DECOR SCHEDULE (CONT'D)	
MILLWORK	
M1a	ORDER COUNTER/DRINK COUNTER COMPONENTS - K30
M1b	ORDER COUNTER/DRINK COUNTER COMPONENTS - K50
M1c	ORDER COUNTER/DRINK COUNTER COMPONENTS - K38
M1d	ORDER COUNTER/DRINK COUNTER COMPONENTS - K60
M1e	ORDER COUNTER/DRINK COUNTER COMPONENTS - K32
M1f	ORDER COUNTER/DRINK COUNTER COMPONENTS - K90
M1g	ORDER COUNTER/DRINK COUNTER COMPONENTS - Y04
M2a	ENTRY FOCAL WALL WITH REAL MEALS QUOTE - STANDARD
M2b	ENTRY FOCAL WALL WITH REAL MEALS QUOTE - OVER CHAIR RAIL
M3	FOCAL WALL PANELS - BACK RED WALL INCLUDING WINDOW AND TOP TRIM
M4	WINDOW TRIM
M5	TOP TRIM
M6	BUCKET BOOTH WITH BAR COUNTER/CURVED GLASS DIVIDER SCREEN
M7	CONDIMENT STATION WITH RAIL ASSEMBLY

DRAWING SUBMITTALS	
NOV2016	CSO
DATE	BY
PERMIT SET SUBMITTAL	
NOV2016	CSO
DATE	BY
PERMIT SET REVISION	
DATE	BY
REVISION:	
Mark	Date By
1	NOV2016 CSO
CITY COMMENTS	

PROJECT TITLE
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TEMPLATE VERSION
RELEASE 1.0 JULY 2015
INCENTIVE SCOPE
3201 PADRE ISLAND
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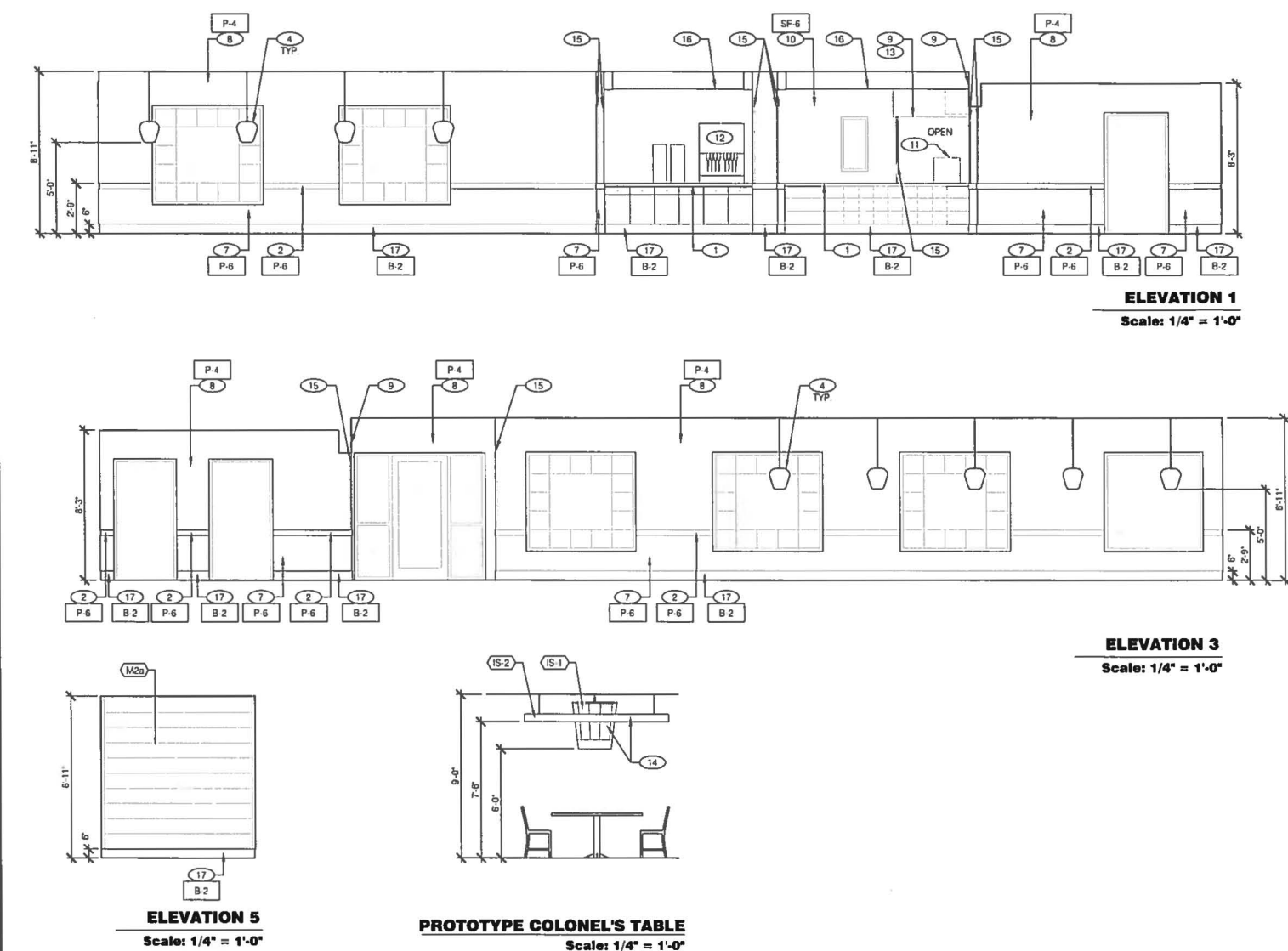
COMMISSION NO. G135217
SHEET TITLE

FIXTURE AND
FURNITURE PLAN

SHEET NO.
A-1.2

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INTERIOR ELEVATION KEY NOTES

1. NEW SERVICE COUNTER (OVER EXISTING KNEE WALL)
2. NEW CHAIR RAIL PRE-PRIMED BY VENDOR. INSTALL WITH REVEAL TO CEILING
3. VENDOR PROVIDED WINDOW SKILL, JAMB AND HEADER RETURNS ON RED WALL TO BE PAINT P-6
4. NEW PENDANT LIGHT FIXTURES - SEE CEILING PLAN
5. VENDOR PROVIDED FRAMED ARTWORK-USE PROVIDED TEMPLATE TO INSTALL
6. EXISTING MENUBOARD
7. INSTALL NEW WAINSCOT PRE PAINTED
8. SKIM COAT EXISTING WALLS (TO LEVEL 3). PRIME AND PAINT ABOVE CHAIR RAIL
9. EXISTING SOFFIT (FACE AND UNDERSIDE) TO BE PAINTED P-4
10. NEW FRP PANEL OVER EXISTING TILE
11. EXISTING POS EQUIPMENT
12. EXISTING PEPSI DISPENSER / ICE MACHINE
13. STAINLESS STEEL HEADER CAP ON EXISTING BULKHEAD
14. NEW SUSPENDED BUCKET GRAPHIC ELEMENT
15. NEW SURFACE MOUNTED CORNER GUARDS ABOVE CHAIR RAIL
16. NEW ORDER COUNTER FAUX BEAMS OVERHEAD
17. NEW 6" WALL BASE

KFC DECOR SCHEDULE

MILLWORK	
M1a	ORDER COUNTER/DRINK COUNTER COMPONENTS - K30
M1b	ORDER COUNTER/DRINK COUNTER COMPONENTS - K50
M1c	ORDER COUNTER/DRINK COUNTER COMPONENTS - K38
M1d	ORDER COUNTER/DRINK COUNTER COMPONENTS - K60
M1e	ORDER COUNTER/DRINK COUNTER COMPONENTS - K32
M1f	ORDER COUNTER/DRINK COUNTER COMPONENTS - K90
M1g	ORDER COUNTER/DRINK COUNTER COMPONENTS - Y04
M2a	ENTRY FOCAL WALL WITH REAL MEALS QUOTE - STANDARD
M2b	ENTRY FOCAL WALL WITH REAL MEALS QUOTE - OVER CHAIR RAIL
M3	FOCAL WALL PANELS - BACK RED WALL INCLUDING WINDOW AND TOP TRIM
M4	WINDOW TRIM
M5	TOP TRIM
M6	BUCKET BOOTH WITH BAR COUNTER/CURVED GLASS DIVIDER SCREEN
M7	CONDIMENT STATION WITH RAIL ASSEMBLY

KFC DECOR SCHEDULE

INTERIOR SPECIALTIES	
TAG	ITEM DESCRIPTION
IS-1	BUCKET
IS-2	RING CEILING ELEMENT

FINISH SCHEDULE / INTERIOR FINISHES (PAINT)				
MARK	DESCRIPTION / LOCATION	MFG / CONTACT	MODEL # / COLOR	REMARKS
P-4	INTERIOR PAINT	BENJAMIN MOORE KURT MCCLELLAND P: (800) 535-5147 C: (303) 363-3850 kurt.mcclelland@benjaminmoore.com	PRECATALYZED EPOXY LA PALOMA GRAY 1501 (COGGATE 15047) - INTERIOR WALLS SEMI GLOSS (5341) - DOORS AND FRAMES	PRIME ALL NEW SUBSTRATES WITH BENJAMIN MOORE FIRE SHY STAIN PRIMER #02300
P-6	INTERIOR PAINT	BENJAMIN MOORE DOROTHY HACHESKI P: (800) 535-5147 ext. 1841 C: (303) 363-3850 dorothy.hacheski@benjaminmoore.com	AURA WATER RESORBE - BUTTER PAINT EXOTIC RED 2080-16 SATIN (5378) 100% ACETONE / HYDRO RESIN	STY / - PRIMING
P-8	INTERIOR PAINT	BENJAMIN MOORE KURT MCCLELLAND P: (800) 535-5147 C: (303) 363-3850 kurt.mcclelland@benjaminmoore.com	PRECATALYZED EPOXY WEDDING VEL 2125 TB EGGSHELL (5342) - INTERIOR WALLS SEMI GLOSS (5341) - DOORS AND FRAMES	PRIME ALL NEW SUBSTRATES WITH BENJAMIN MOORE FIRE SHY STAIN PRIMER #02300
FINISH SCHEDULE / INTERIOR FINISHES				
MARK	DESCRIPTION	MFG / CONTACT	MODEL # / COLOR	REMARKS
WALLS				
B-2	SERVICE COUNTER, OVER IN WALLS, RED WALL	JULIUSBLUTE SCOTT STERNHILBER P: (800) 999-8916 ext. 3758 C: (713) 254-8761 scott.sternhilber@juliusblute.com	MILLWORK WALLBASE MANDALAY 8" X 11 L X S5 20 L X W X D L 3" X 11 W X 8" H	
B-2	KITCHEN WALLS, PANES	MANUTE DAN EGGERS P: (330) 343-8921 C: (330) 260-7633 d.egg@manute.com	FRP 100 WHITE	BOH
SF-4	WAINSCOT	MANUTE DAN EGGERS P: (330) 343-8921 C: (330) 260-7633 d.egg@manute.com	PRE-FINISHED - PA WEDDING VEL PLANK 52 18" X 12" RUN VERTICAL ON WALL USE INTERIOR CHAIR RAIL	DRINK ROOM
SF-6	WALL PANELS	MANUTE DAN EGGERS P: (330) 343-8921 C: (330) 260-7633 d.egg@manute.com	FRP PANE, S LA PALOMA SYMMETRIE 10" X 4" X .090" TILE RUNNING BOND PATTERN	MENUBOARD BULK HEAD AND WALLS UP COUNTER
SF-8	WALL PANELS	MANUTE DAN EGGERS P: (330) 343-8921 C: (330) 260-7633 d.egg@manute.com	FRP PANELS WHITE MATTE SYMMETRIE 10" X 4" X .090" SUBWAY (TILE RUNNING BOND PATTERN)	RESTROOMS COVER EXISTING TILE ON TALL HEADS
	CHAIR RAIL	MANUTE DAN EGGERS P: (330) 343-8921 C: (330) 260-7633 d.egg@manute.com	PRE-FINISHED - PA WEDDING VEL WOOD CHAIR RAIL	DRINK ROOM
SS-2	WINDOW SILL PANEL WALL	DU PONT CORIAN BOB ROUSE P: (815) 681-4300 C: (815) 582-7528 bob.rouse@dupont.com	TERRAZZO COLLECTION WHITE, MARBLE 1/2" THICK	DRINK ROOM
	STAINLESS STEEL HEADER CAP	TBD	TBD	MENU BOARD BULK HEAD
	CORNER GUARDS	TBD	TBD	18GA 3/4" X 3/4"

PRELIMINARY
NOT FOR CONSTRUCTION

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KFC

CESQ
CREATION TO COMPLETION
8534 Yankee Street, Suite 2B, Dayton, OH 45458
Phone: (937) 435-5884 Fax: (937) 435-3307

DRAWING SUBMITTALS

DESIGN DEVELOPMENT REVIEW SET
10/20/14 BY
DATE
PERMIT SET SUBMITTAL
10/20/14 BY
DATE
FINAL SET RELEASE
10/20/14 BY
DATE

REVISION:
Mark Date By
10/20/14
CITY COMMENTS

PROJECT TITLE
"Y05 SERIES 6000
TO AMERICAN SHOWMAN"
TEMPLATE VERSION
RELEASE 1.0 JULY 2015
INCENTIVE SCOPE
3201 PADRE BLVD.
SOUTH PADRE ISLAND
TEXAS 78597
COMMISSION NO. G135217
SHEET TITLE

INTERIOR
ELEVATIONS

SHEET NO.

A-1.3

GENERAL NOTES

- G.C. TO PROVIDE VERIFICATION OF EXISTING STRUCTURAL ATTACHMENTS FOR NEW BUILDING ELEMENTS - IF REQUIRED PROVIDE ADDITIONAL BLOCKING PER VENDORS RECOMMENDATION
- KFC SIGNAGE & STENCILS BY OTHERS - UNDER SEPARATE PERMIT
- AWNINGS BY OTHERS

FINISH NOTES

- NEW M-2 EXTERIOR LIGHT SCONCES (INSTALLED ABOVE EXISTING CEILING @ EXISTING LOCATIONS)
- PAINT WALL SURFACE BEHIND NEW AWNINGS
- PAINT 4" WIDE BORDER WINDOW SURROUND AS INDICATED
- EXISTING PARAPET COPING TO BE REPAIRED, SEALED AND PAINTED
- EXISTING RAILING TO BE PAINTED SF-3
- STENCIL PAINTED GRAPHIC ELEMENT
- NEW EXTERIOR PAINT TREATMENT
- EXISTING WINDOWS
- EXISTING BOLLARD
- NEW EXTERIOR LIGHT FIXTURE CENTERED ON WINDOW AND/OR GRAPHIC. OTHERWISE AS INDICATED IN ELEVATION. PATCH AND REPAIR ROOF MEMBRANE AT FIXTURE ATTACHMENT POINT
- REINSTALL ADDRESS NUMBERS AFTER PAINTING
- NEW SIGNAGE ACCENT LIGHT FIXTURE. REFER TO LIGHT FIXTURE SCHEDULE
- NEW PRE-FINISHED METAL LOUVERED AWNINGS (AWNINGS ABOVE DOORS TO HAVE RAIN DIVERTERS)
- NEW DRIVE-THRU CANOPY
- NEW STAND OFF METAL PANEL SYSTEM W/ VINYL GRAPHIC
- NEW KFC INDIVIDUAL LETTER FACES AND CABINET CANS
- NEW METAL PANEL SYSTEM ATTACHED TO AND HELD OFF EXISTING TOWER. TOP OF PANELING TO ALIGN WITH BOTTOM OF EXISTING TOWER COPING
- PAINT EXISTING EXTERIOR DOOR AND FRAME
- NEW EXTERIOR WALL LIGHT, M-3
- EXISTING STOREFRONT DOOR
- PAINTED STRIPES TO BE EVENLY SPACED BETWEEN 2'-10" - 3'-4" WIDE
- PRESSURE WASH EXTERIOR, PATCH AND REPAIR AS REQUIRED. PREP. FOR NEW FINISHES

PAINT SCHEDULE

MARK	LOCATION	MFG. / CONTACT	MODEL # / COLOR	REMARKS
P1	EXTERIOR PAINT	BENJAMIN MOORE KURT MCCLELLAND P (800)935-5147 C (800)640-1808 kurt.mcclelland@benjaminmoore.com	ALPHA EXTERIOR PAINT EGG-100 RED-2006-10 LOW LUSTER (B34)	MAZORRY SUBSTRATE PRIMER. HAMB. GLAZED TILE SUBSTRATE PRIMER S2A-110
P2	EXTERIOR PAINT	BENJAMIN MOORE KURT MCCLELLAND P (800)935-5147 C (800)640-1808 kurt.mcclelland@benjaminmoore.com	REGAL SELECT EXTERIOR PAINT WEDDING VEL. 2125-70 LOW LUSTER (B41)	MAZORRY SUBSTRATE PRIMER. HAMB. GLAZED TILE SUBSTRATE PRIMER S2A-110
P3	EXTERIOR PAINT	BENJAMIN MOORE KURT MCCLELLAND P (800)935-5147 C (800)640-1808 kurt.mcclelland@benjaminmoore.com	ALPHA EXTERIOR PAINT BLACK HORIZON 2132-30 LOW LUSTER (B34)	MAZORRY SUBSTRATE PRIMER. HAMB. GLAZED TILE SUBSTRATE PRIMER S2A-110

SPECIALITY PAINT (METAL)

S13	EXTERIOR METAL	BENJAMIN MOORE KURT MCCLELLAND P (800)935-5147 C (800)640-1808 kurt.mcclelland@benjaminmoore.com	COROTEC POLYESTER URETHANE 2125-70 WEDDING VEL. (V50)	COROTEC CH PRIMER (Y132)
S13	EXTERIOR METAL	BENJAMIN MOORE KURT MCCLELLAND P (800)935-5147 C (800)640-1808 kurt.mcclelland@benjaminmoore.com	COROTEC POLYESTER URETHANE 2125-30 BLACK HORIZON (V50)	COROTEC CH PRIMER (Y132)
S13	EXTERIOR METAL	BENJAMIN MOORE KURT MCCLELLAND P (800)935-5147 C (800)640-1808 kurt.mcclelland@benjaminmoore.com	COROTEC POLYESTER URETHANE 2006-10 EXTERIOR RED. (V50)	COROTEC CH PRIMER (Y132)
	INTERIOR EXTERIOR POWDERCOAT	TRIGER DRYLAC	038 / 70488 KFC GRAY	
	INTERIOR EXTERIOR POWDERCOAT	TRIGER DRYLAC	038 / 70108 KFC WHITE	

KFC IMAGE COMPONENTS SCHEDULE

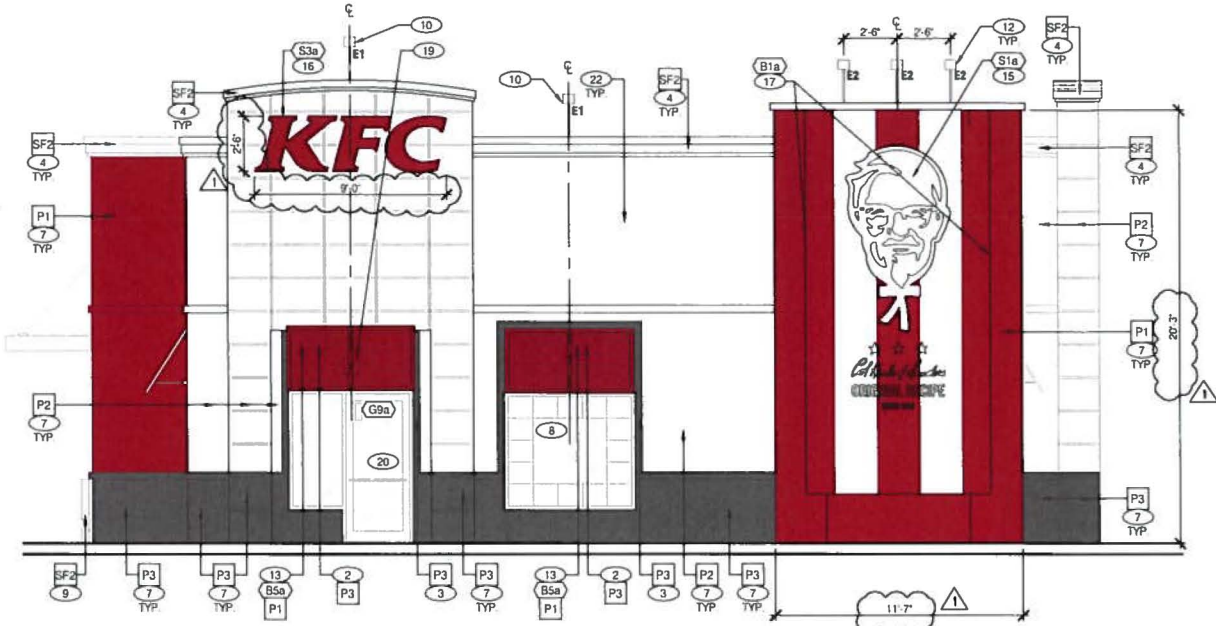
TAG	ITEM DESCRIPTION
S1a	VINYL LOGO/GRAPHICS FOR TOWER PANEL - FULL HT.
S1b	VINYL LOGO/GRAPHICS FOR TOWER PANEL - HALF HT.
S3a	KFC CHANNEL LETTERS - 30" RED
S3b	KFC CHANNEL LETTERS - 24" RED
S3c	KFC CHANNEL LETTERS - 30" WHITE
S3d	KFC CHANNEL LETTERS - 24" WHITE
S4a	*REAL MEALS TO GO* DIMENSIONAL LETTERS FOR 15' DT CANOPY
S4b	*REAL MEALS TO GO* VINYL LETTERS FOR 8' DT CANOPY
S5b	*WORLD FAMOUS CHICKEN* 16" LETTERS - PAINT TEMPLATE (VERTICAL & HORIZONTAL)
S5c	*WORLD FAMOUS CHICKEN* 12" LETTERS - PAINT
S5d	*WORLD FAMOUS CHICKEN* STACKED LETTERS PAINT
S6	*REAL MEALS* BUCKET SIGN
S7	*REAL MEALS TO GO* BUCKET SIGN
S8a	*HARD WAY* PAINT TEMPLATE - 57" ROUND
S8b	*HARD WAY* PAINT TEMPLATE - 108" ROUND
S8c	*HARD WAY* PAINT TEMPLATE - 14'-4" HORIZONTAL
S8d	*HARD WAY* PAINT TEMPLATE - 10'-4" HORIZONTAL
S10	READER BOARD GRAPHIC INSERTS *REAL MEALS TO GO* (BOTH SIDES)
S11a	PYLON FACE REPLACEMENT (BOTH SIDES) - 6'X14'
S11b	PYLON FACE REPLACEMENT (BOTH SIDES) - 12'X8'
S12a	PYLON-LARGE PYLON HORIZONTAL - SITE SPECIFIC
S12b	PYLON-LARGE PYLON VERTICAL
S13	DIRECTIONAL SIGN FACE REPLACEMENT (BOTH SIDES)
S14	NEW DIRECTIONAL SIGN

BUILDING EXTERIOR ELEMENTS

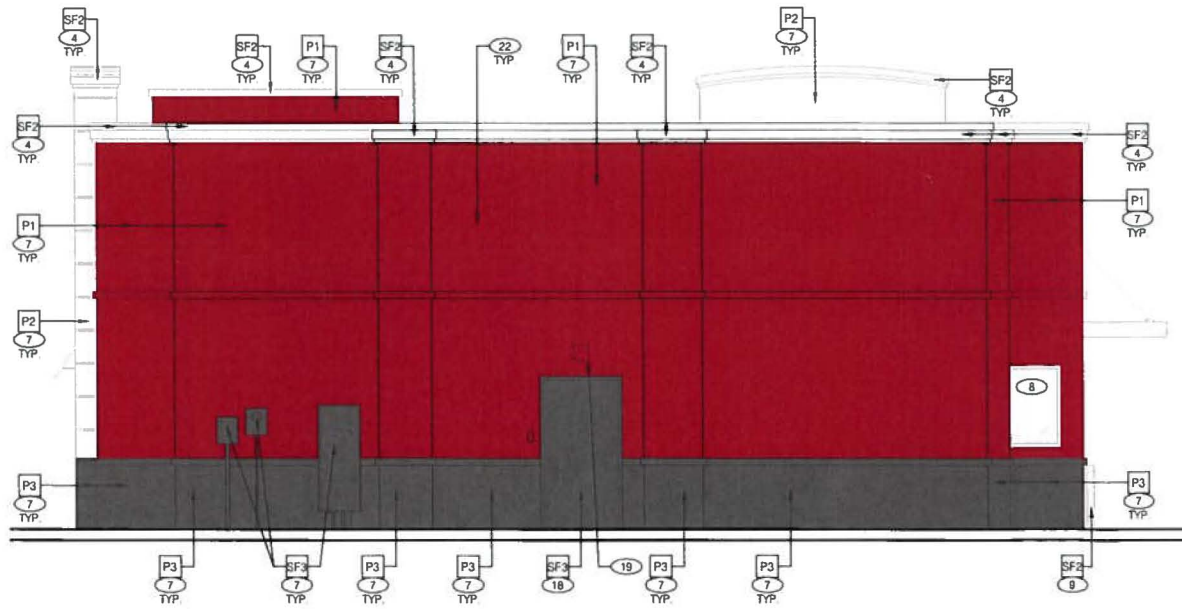
B1a	TOWER PANEL WITH LOGO AND GRAPHICS - FULL HEIGHT WITH EXTENDER
B1b	TOWER PANEL WITH LOGO AND GRAPHICS - HALF HT.
B2	TOWER LID CANOPY
B3a	DT WINDOW CANOPY - 15' WIDE
B3b	DT WINDOW CANOPY - 8' WIDE
B4	DT - ORDER POINT CANOPY

AWNINGS

TAG	QUANTITY	ITEM DESCRIPTION
B5	-	SHUTTERED AWNINGS - SIZE TBD BY VENDOR
B5a	8	SHUTTERED AWNINGS - 6'-0" - WIDE
B5b	-	SHUTTERED AWNINGS - 6'-4" - WIDE
B5c	-	SHUTTERED AWNINGS - 7'-0" - WIDE
B5d	-	SHUTTERED AWNINGS - 7'-4" - WIDE
B5e	-	SHUTTERED AWNINGS - 3'-4" WIDE
B5f	1	SHUTTERED AWNINGS - 5'-0" WIDE
B5g	-	SHUTTERED AWNINGS - 9'-0" WIDE
B5h	-	SHUTTERED AWNINGS - 4'-4" WIDE
B5i	-	SHUTTERED AWNINGS - 4'-0" WIDE
B5j	-	SHUTTERED AWNINGS - 8'-0" WIDE
B5k	-	SHUTTERED AWNINGS - 8'-4" WIDE
B6	-	RAIN SCREENS FOR SHUTTERED AWNINGS 6'-0"
B7	-	DT CLEARANCE BAR (SHROUD RETROFIT)
B7a	-	DT CLEARANCE BAR - SHROUD RETROFIT FOR EXISTING CLEARANCE BAR
B7b	-	DT CLEARANCE BAR - NEW CLEARANCE BAR
B8	-	SCREEN WALL BEHIND DT MENU



1 - FRONT ELEVATION
Scale: 1/4" = 1'-0"



2 - REAR ELEVATION
Scale: 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

This document is preliminary. The information contained is not necessarily coordinated or correct. This drawing is for review purposes only.



KFC

ceso
CREATION TO COMPLETION
8534 Yankton Street, Suite 2B, Dayton, OH 45458
Phone: (937) 435-5307 Fax: (937) 435-5584

DRAWING SUBMITTALS

DESIGN DEVELOPMENT
DATE: 02/20/2018
BY: [Signature]
PERMIT SET SUBMITTAL
DATE: 02/20/2018
BY: [Signature]
PERMIT SET REVIEW
DATE: 02/20/2018
BY: [Signature]

REVISION:

Mark Date By
10/2/2018 [Signature] ceso
CITY COMMENTS

PROJECT TITLE

*Y05 SERIES 6000
TO AMERICAN SHOWMAN*
TEMPLATE VERSION
RELEASE 10 JULY 2015
INCENTIVE SCOPE
3201 PADRE BLVD.
SOUTH PADRE ISLAND
TEXAS 78597

COMMISSION NO. G135217
SHEET TITLE

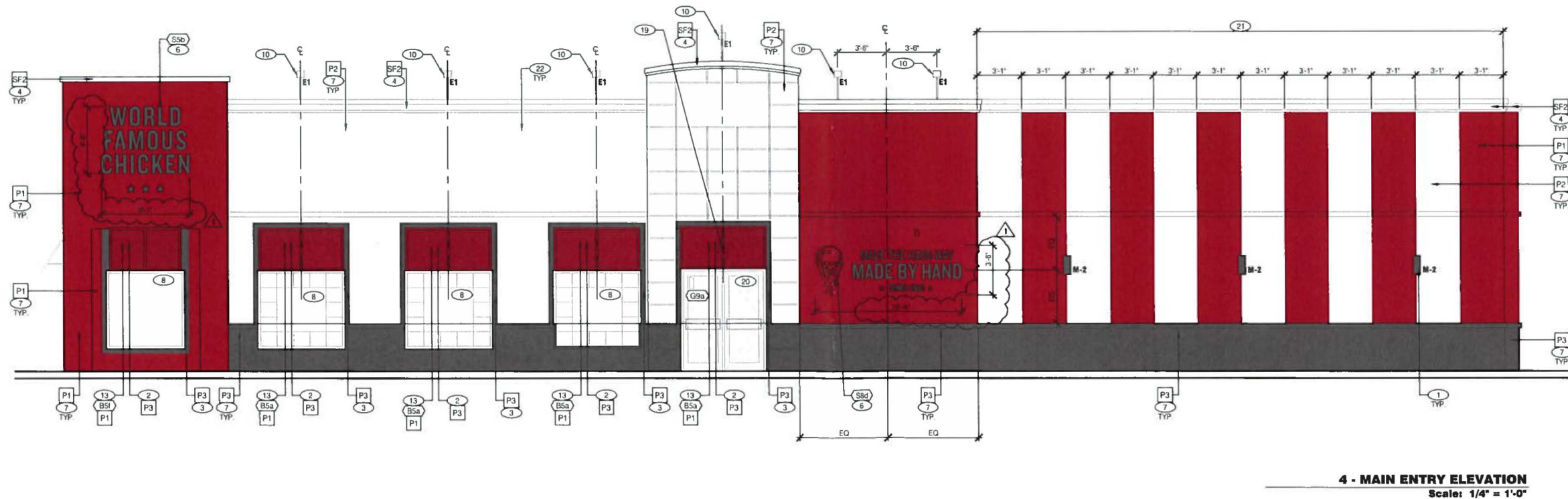
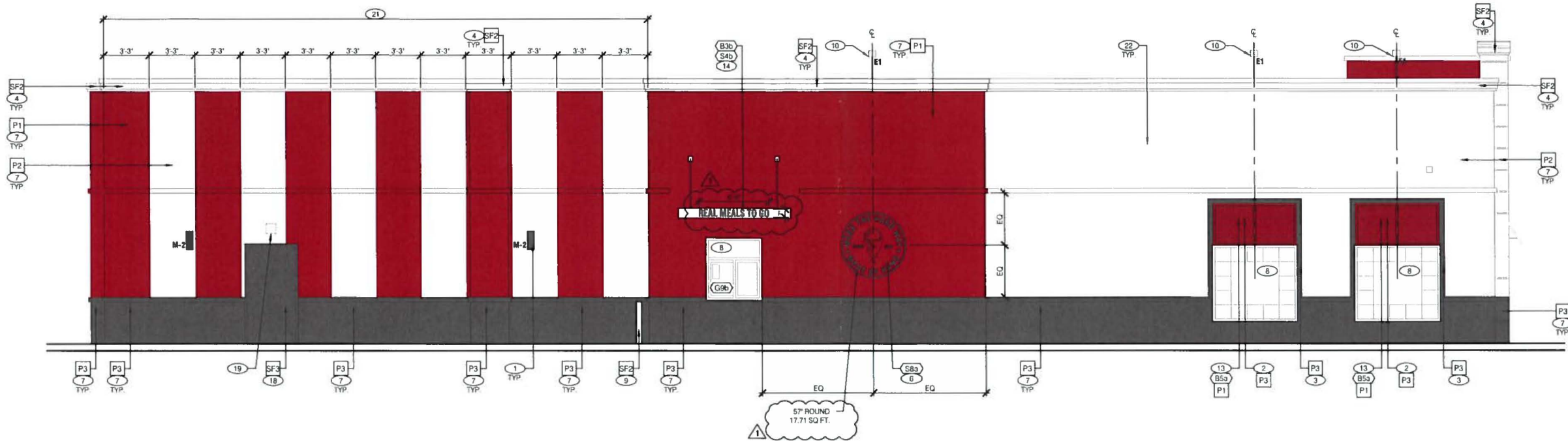
EXTERIOR
ELEVATIONS

SHEET NO.

A-2.0

GENERAL NOTES

- G.C. TO PROVIDE VERIFICATION OF EXISTING STRUCTURAL ATTACHMENTS FOR NEW BUILDING ELEMENTS IF REQUIRED PROVIDE ADDITIONAL BLOCKING PER VENDORS RECOMMENDATION
- KFC SIGNAGE & STENCILS BY OTHERS - UNDER SEPARATE PERMIT
- AWNINGS BY OTHERS
- SEE SHEET A-2.0 FOR SHEET NOTES, IMAGE COMPONENTS SCHEDULE AND FINISH SCHEDULE



PRELIMINARY
NOT FOR CONSTRUCTION

This document is partially complete. The information contained is not necessarily coordinated or correct. This drawing is for review purposes only.



KFC

CREATION TO COMPLETION
8534 Yankee Street, Suite 2B, Dayton, OH 45458
Phone: (937) 435-8584 Fax: (937) 435-3307

DRAWING SUBMITTALS

DESIGN DEVELOPMENT REVIEW SET
DATE BY
PERMIT SET SUBMITTAL
DATE BY
PERMIT SET REVIEW
DATE BY

REVISION:

Mark Date By
10/2/2016 CESO
CITY COMMENTS

PROJECT TITLE

"Y05 SERIES 6000
TO AMERICAN SHOWMAN"
TEMPLATE VERSION
RELEASE 1.0 JULY 2015
INCENTIVE SCOPE
3201 PADRE BLVD
SOUTH PADRE ISLAND
TEXAS 78597

COMMISSION NO. G135217

SHEET TITLE

EXTERIOR
ELEVATIONS

SHEET NO.

A-2.1

**DEVELOPMENT STANDARDS
REVIEW TASK FORCE**

MEETING DATE: November 9, 2016

ITEM: 6

TO: Development Standards Review Task Force

FROM: Sungman Kim, Director of Development Services

ITEM DESCRIPTION:

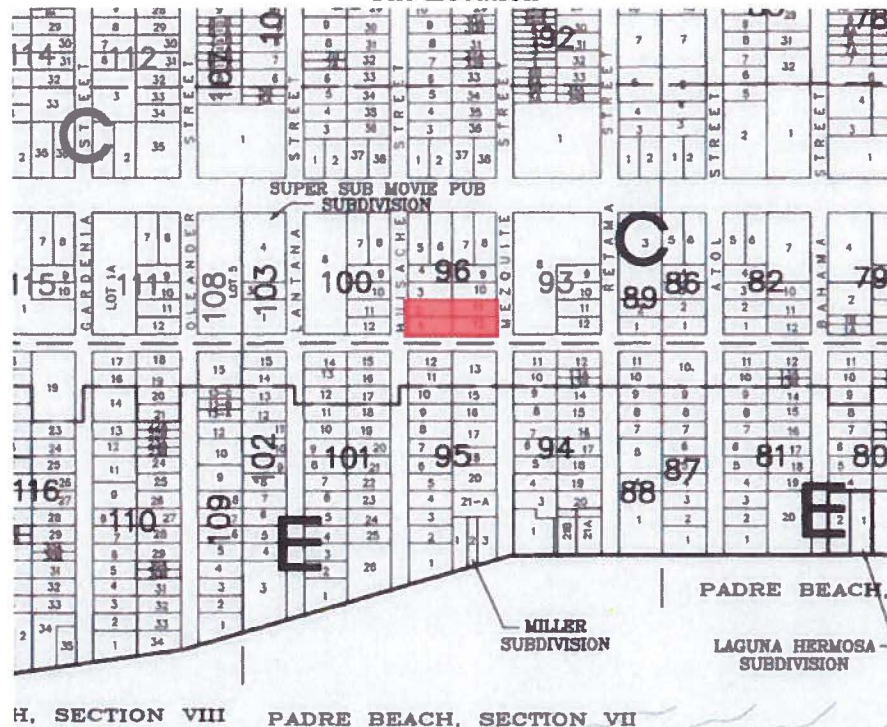
Discussion and action on rezoning Lots 1, 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)** or District **"C"**.

DISCUSSION:

The Issue

1. Currently, retail sale services are not allowed in Neighborhood Transition Character Zone (NT);
2. Ace Hardware (a retail service) intends to move from the current location at **LOT 9 BLK 28 PADRE BEACH SUBDIVISION SECTION III** to **LOTS 1, 2, & 3 BLOCK 96, PADRE BEACH SECTION VII**, where Lots 1 & 2 are within NT zone; and
3. The owner (Columbia Padre Boulevard LLC) also wants to seek if **LOTS 11 & 12 BLOCK 96, PADRE BEACH SECTION VII**, where Lots 11 & 12 are within NT zone, can be rezoned to accommodate retail services.

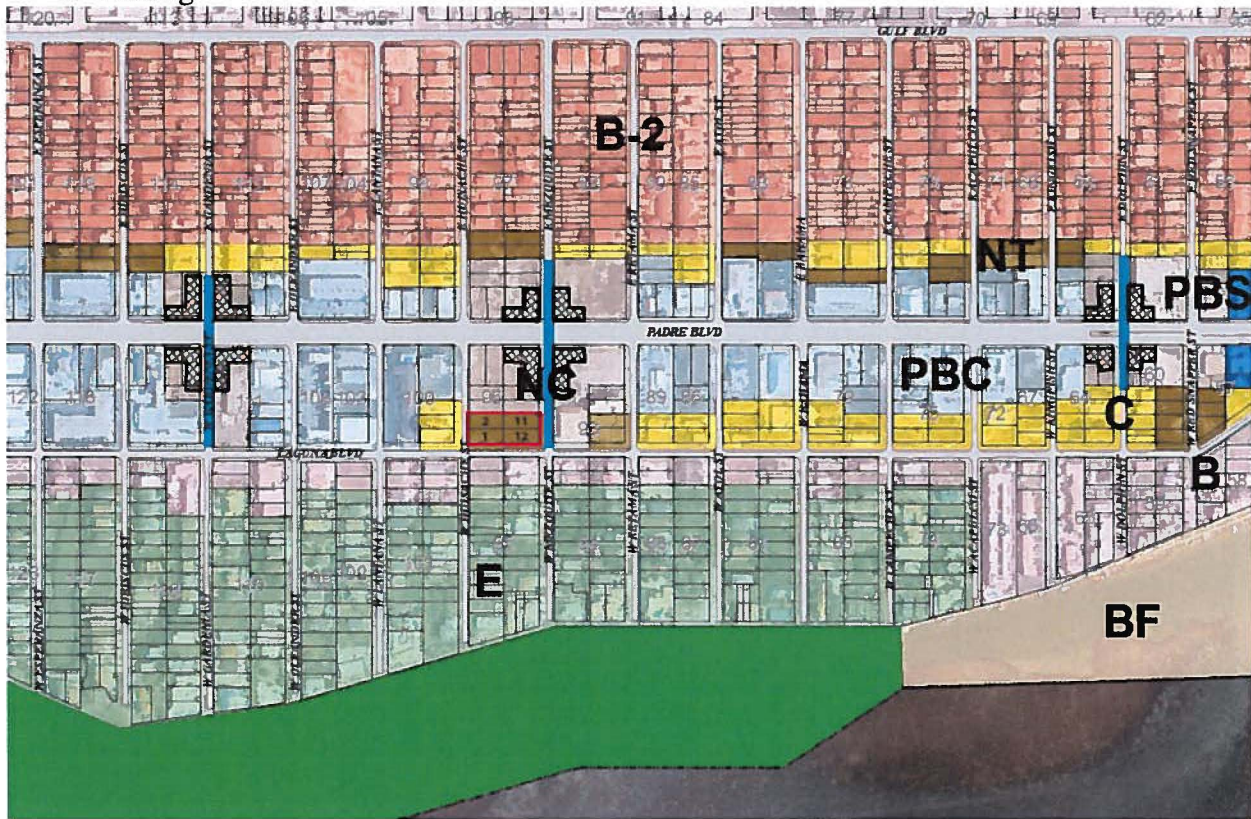
The Location



DEVELOPMENT STANDARDS REVIEW TASK FORCE

Compatibility

1. Zoning



2. Current Uses



DEVELOPMENT STANDARDS REVIEW TASK FORCE
--

	Zoning	Current Uses
North	Neighborhood Crossing	Vacant
South	District "B"	Oasis Condo / Vacant
East	Neighborhood Crossing	Island Baptist Church
West	District "C"	Water Tower Park / AT&T

There is no compatibility issue exist toward north, east and west.

District "B" allows single family, multi-family dwelling, apartment, motel, hotel, condominium and townhouse. Condominiums, hotels and motels with more than twelve (12) units may have included within the premises such businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominiums or motel. (Sec.20-7(B)(1)) Even if the owners decide to build single family homes on the vacant lots in the south from Lots 1 and 2, it will be the decision after the ACE Hardware construction and the compatibility issues will be minimal.

Staff Recommendation

Staff recommends the DSRTF approve the proposed rezoning of Lots 1, 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)**. For the properties, Neighborhood Crossing (NC) is more appropriate than District "C" because the NC designation provides unity to the Block 96 with flexibility in developments.



CITY OF SOUTH PADRE ISLAND

Development Standards Review Task Force Application

Meeting date on the 2nd Tuesday of every month.

To be considered a complete application this form must be COMPLETELY filled out and ten (10) copies of the form and supporting documentation must be submitted **two (2) weeks before the meeting date.** \$250 application fee per variance request.

SITE LOCATION FOR REQUEST:

Physical Address (Street Name & Number): Huisache

Legal Description (Lot/Block/Subdivision): Lot 1 & 2, block 96 + Lot 12 & 11, Trk 96

Is this property part of a shopping center (i.e. one tenant of many?) | ☐ YES / | ☒ NO

Linear footage of any walls facing a street: _____

I hereby request the following from the Development Standards Review Task Force: _____

Rezoning to Commercial or to Neighborhood Crossing.
Approval of preliminary site plan for development

***SIGNS & STRUCTURES:** person pulling sign permit is required to have a \$10,000 license and permit bond made out to the City of South Padre Island.

PROPERTY OWNER: Columbia Padre Blvd LLC

OWNER MAILING ADDRESS: 7858 Gross Point Rd unit F ~~Station 11~~

CITY, STATE, ZIP: Skokie IL 60777

PHONE NUMBER: 848 677-1000 (E-mail address) mfeiger@reylbco.com

Signature of Property Owner (required) _____

Date _____

APPLICANT: Willis Capital Partners

APPLICANT MAILING ADDRESS: 5813 Padre Blvd

CITY, STATE, ZIP: South Padre Island TX 78597

PHONE NUMBER: 956 572-3191 (E-mail address) djmcnulty@mc.com

Signature of Applicant (if different from owner) _____

Date 9/30/16



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
© Texas Association of REALTORS®, Inc. 2010

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Columbia Padre Boulevard LLC *PM*

Address: 7855 GROSS POINT RD UNIT E, Skokie, IL 60077-2542

Phone: (847) 677-2000 *PM* E-mail: info@cmvbea.com

Fax: _____ Other: _____

Buyer: Willis Capital Partners, LTD and/or assigns

Address: 5813 Padre Blvd, South Padre Island, TX 78597

Phone: (956) 572-3191 E-mail: patrick@willisdevelopment.com

Fax: (844) 572-3192 Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Cameron County, Texas at 109 W. Huisache, South Padre Island, Texas 78597

(address) and that is legally described on the attached Exhibit _____ or as follows:

Lots 1-3, Block 96, Padre Beach Section VII, Town of South Padre Island,

Cameron County, Texas, according to the Map thereon recorded in *PM*

Volume 15, Page 21, Map Records of Cameron County, Texas. *PM*

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$

(2) Sum of all financing described in Paragraph 4 \$

(3) Sales price (sum of 3A(1) and 3A(2)) \$

(TAR-1602) 1-1-16

Initialed for Identification by Seller *PM* and Buyer *PM*

Page 1 of 13

Troy Giles Realty, 5813 Padre Blvd, South Padre Island, TX 78597
Phone: (956) 572-3191

Fax:

Patrick McNulty

Huisache Lots

Produced with zipForm® by zip, inc. 13070 Finner 1 Mile Road, Frisco, Michigan 48033 www.zipform.com

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☒ (1) The sales price will not be adjusted based on a survey.☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☒ A. Third Party Financing: One or more third party loans in the total amount of \$ 318,750.00

This contract:

- ☐ (1) is not contingent upon Buyer obtaining third party financing. limitations set forth in the
☒ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ 5,000.00 as earnest money with Pio Grande Valley Abstract (title company) at 5800 Padre Blvd. Suite 115, South Padre I. (address) Jacqui Dempsey (broker). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer must deposit an additional amount of \$ 5,000.00 with the title company to be made part of the earnest money on or before: the Responsibility Period

- ☒ (i) one day days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

☒ (a) will not be amended or deleted from the title policy.

☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.

- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer (insert amount) of the cost of the survey at closing, if closing occurs.

- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller (insert amount) of the cost of the new or updated survey at closing. Closing shall be to the Title Company.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 20 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule Q of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: Property is to be rezoned to Neighborhood Transition Zone and will be replatted into 1 lot.

B. Feasibility Period: Buyer may terminate this contract for any reason within 75 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.) BB

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed, at Buyer's sole cost and expense.

- (9) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

~~to the extent in Seller's possession.~~

- (1) Delivery of Property Information: Within 20 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☒ (g) Buyer is purchasing the Property "AS-IS" WITH ALL RISKS.

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☒ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: ~~Intentionally Deleted~~

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- ☒ (a) any failure by Seller to comply with Seller's obligations under the leases;
 - ☒ (b) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - ☒ (c) any advance sums paid by a tenant under any lease;

any concessions, bonuses, free rent, rebates, brokerage commissions, or other matters that affect any lease; and
(c) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

D. ~~Estoppel Certificates~~ Within N/A days after the effective date, Seller will deliver to Buyer ~~estoppel certificates signed not earlier than~~ N/A by each tenant that leases space in the Property. The ~~estoppel certificates must include the certifications contained in the current version of FAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Patrick J. McNulty Cooperating Broker: _____
Agent: _____ Agent: _____
Address: 5813 Padre Blvd Address: _____
South Padre Island
Phone & Fax: (956) 572-3191 (844) 572-3192 Phone & Fax: _____
E-mail: patrick@willisdevelopment.com E-mail: _____
License No.: 533031 License No.: _____

Principal Broker: (Check only one box)
☐ represents Seller only.
☒ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- ☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☒ 4,000 % of the sales price.
☐ _____

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. ~~The parties may not amend this Paragraph without the written consent of the brokers affected by the amendment.~~

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) ☐ _____ days after the expiration of the feasibility period.
☒ November 1, 2016 (specific date).

~~(2) 7 days after objections made under Paragraph 6C have been cured or waived.~~

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 (2) without any assumed loans in default; and
 (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) ~~tax statements showing no delinquent taxes on the Property;~~
~~(2) an assignment of all leases to or on the Property;~~
~~(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property acceptable to the title company;~~
 (2) ~~(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;~~
 (3) ~~(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and~~
 (4) ~~(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.~~

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
 (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
~~(3) sign and send to each tenant in a case for any part of the Property a written statement that:~~
~~(a) acknowledge Buyer has received and is responsible for the tenant's security deposit; and~~
~~(b) specify the exact dollar amount of the security deposit;~~
~~(4) sign an assumption of all leases then in effect; and~~
 (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

1. A partner in Willis Capital Partners is a licensed real estate broker in Texas. 2. Seller will assist Buyer in the zoning and replat of the property, cost associated with zoning, the buyer and seller will split the expense 50/50. Buyer is responsible for the replat expense 3. Contract ~~will be~~ may assigned. By Buyer provided that the assignee provides that assignee shall accept and assume all obligations and liability under the Contract. A copy of any assignment shall be delivered to Seller and the Title Company prior to Closing. However, Seller's cost of zoning shall not exceed \$5,000.00. AM

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.
- PM RB*
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance, as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the proration when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- Intentionally Deleted.

6. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: pro rata expenses, advance rental

Commercial Contract - Unimproved Property concerning

payments, and other advance payments, paid by tenants, non-prorated to one party but received by the other party will be prorated by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing. *PM*

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(8) which Seller may pursue; or
(Check if applicable)
☒ enforce specific performance, or seek such other relief as may be provided by law. *PM*
- B. If, without fault, Seller is unable within the time allowed to deliver the ~~estimated~~ *PM* certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, If Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or *PM*
(2) ~~enforce specific performance, or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

(TAR-7802) 1-1-76

Initiated for Identification by Seller *PM* and Buyer *PM*

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Huizache Lot

Commercial Contract - Unimproved Property concerning

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief, (Check only one box.)

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos-containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties' addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: (Check all that apply.)
- ☐ (1) Property Description Exhibit Identified in Paragraph 2;
 - ☒ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☐ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☒ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☒ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☒ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☒ (8) Information About Brokerage Services (TAR-2601); and
 - ☐ (9)

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract; only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

(TAR) (902) 1-1-16

Initiated for identification by Seller and Buyer

Page 11 of 13

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Colman, Padra, Boulevard, LLC
an Illinois limited liability company
Baytec Operating Corp.

Willis Capital Partners, LTD and/or
Buyer: Assigns

By: William J. Conner, Vice Manager

By: Willis Development, LLC General Part

By (signature): [Signature]

By (signature): [Signature]

Printed Name: William J. Conner

Printed Name: Patrick J. McNulty

Title: Principal

Title: Managing Member

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Joy H. Phillips, Esq.
Predman & Helger, LLP

Buyer's attorney: _____

Address: 6901 Spring Valley Road, Suite 200

Address: _____

Dallas, Texas 75242-2488

Phone & Fax: 972-783-1400 (phone)

Phone & Fax: _____

972-783-2867 (fax)

E-mail: jphilips@lawoffice.com

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
☒ A. the contract on this day 9/22/16 (effective date)
☐ B. earnest money in the amount of \$ 5000 In the form of Cash on 9/22/16

Title company: Big Bend Valley Abstracts
Attn: Jacquie Dempsey, Manager

Address: 5800 Padre Blvd., Suite 116
South Padre Island, Texas 78597-7616

By: Jay Dempsey

Phone & Fax: 956-761-2116 (phone)

Assigned file number (GF#): 202084964

E-mail: jacquie@rvabstracts.com



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT FINANCING ADDENDUM

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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE PROPERTY AT

100 W. Huisache, South Padre Island, Texas 78597

The portion of the Sales Price not payable in cash will be paid as follows: (Check all that apply.)

☒ A. THIRD PARTY FINANCING:

- (1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of \$ 700,000.00 for not less than 20 years with the initial interest rate not to exceed 4.75% % per annum and payments calculated on an amortization period of no less than 20 years.
- (2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within 35 days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A. *fm*
- (3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

☐ B. ASSUMPTION:

- (1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to dated _____ which balance at closing will be \$ _____.
- (2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in _____ (recording reference) in the real property records of the county where the Property is located.
- (3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than \$ _____ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.
- (4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
 - (a) Buyer to pay an assumption fee in excess of \$ _____ and Seller declines to pay such excess;
 - (b) an increase in the interest rate to more than _____ %; or
 - (c) any other modification of the loan documents.
- (5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

(TAR-1931) 1-26-10

Initialed for identification by Seller: *BS*, _____, and Buyer: *fm*, _____

Page 1 of 4

Troy Giles Realty, 5813 Padre Blvd, South Padre Island, TX 78597
Phone: (956) 573-3191

Fax:

Patrick McNulty

Huisache Lots

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- (5) If assumption approval is required by the note holder, Buyer will apply for assumption approval within _____ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _____ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.

☐ C. SELLER FINANCING:

- (1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of \$_____, bearing _____ % interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.
- (2) The note will be payable as follows:
- ☐ (a) In one payment, due _____ after the date of the note, with interest payable: ☐ (I) monthly ☐ (II) _____.
- ☐ (b) In installments of \$_____ ☐ including interest ☐ plus interest beginning _____ after the date of the note and continuing at ☐ monthly ☐ _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.
- ☐ (c) Interest only in ☐ monthly ☐ _____ installments for the first _____ years and thereafter in installments of \$_____ ☐ including interest ☐ plus interest beginning _____ after the date of the note and continuing at ☐ monthly ☐ _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.
- (3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the place designated by Seller.
- (4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.
- (5) The note ☐ will ☐ will not provide for liability (personal or corporate) against the maker in the event of default.
- (6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.
- (7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.
- (8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:
- (a) the creation of a subordinate lien;
 - (b) a sale under a subordinate lien;
 - (c) a deed under threat or order of condemnation;
 - (d) a conveyance solely between the parties; or
 - (e) the passage of title by reason of death of a maker or operation of law.

(9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer ☐ will ☒ will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

☐ D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _____ days after the effective date of the contract:

- ☐ (a) verification of employment, including salary;
- ☐ (b) verification of funds on deposit in financial institutions;
- ☐ (c) current financial statement;
- ☐ (d) credit report;
- ☐ (e) tax returns for the following years _____;
- ☐ (f) _____

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _____ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

☐ E. SPECIAL PROVISIONS:

Commercial Contract Filhandling Addendum concerning 109 W. Huisache, South Padre Island, Texas 78597

Seller: Columbia Padre Boulevard LLC
an Illinois limited liability company
By: Barbara Investment Corp. LLC
as Illinois corporation & its Manager

By (signature): [Signature]
Printed Name: Ron Berma
Title: Principal

Buyer: Willis Capital Partners, LTD

By: Willis Development, LLC, General Part

By (signature): [Signature]
Printed Name: Patrick J. McNulty
Title: Managing Member

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____



ADDENDUM FOR
COASTAL AREA PROPERTY
(SECTION 63.136, TEXAS NATURAL RESOURCES CODE)
TO CONTRACT CONCERNING THE PROPERTY AT

109 West Huisache, South Padre Island, 78597
(Address of Property)

NOTICE REGARDING COASTAL AREA PROPERTY

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.

~~2. The seller, transferor or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except:~~

- ~~2.3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.~~

- ~~2.3. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.~~


Buyer: Willis Capital Partners, LTD


Seller: Columbia Padre Blvd, LLC

Raytec Oper. Co., Manager

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-9000 (<http://www.trec.texas.gov>) TREC No. 33-2 This form replaces TREC No. 33-1.

(TAR-1915) 12-05-2011

TREC No. 33-2

Tracy Giles Realty, 5813 Padre Blvd, South Padre Island, TX 78597
Phone (956) 372-3191 Fax

Patrick McNulty

Huisache Lots

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**ADDENDUM FOR
PROPERTY LOCATED SEAWARD OF THE
GULF INTRACOASTAL WATERWAY
(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)
TO CONTRACT CONCERNING THE PROPERTY AT**

109 West Huizache, South Padre Island, 78597

(Address of Property)

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING
COASTAL REAL PROPERTY NEAR A BEACH**

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.046 and 61.047, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract of instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

Buyer: Williams Capital Partners, LTD

Seller: Columbia Padre Blvd, LLC
Raybac Operating Corp.

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by licensed real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for general circulation. Texas Real Estate Commission, P.O. Box 72100, Austin, TX 78711-2100, 812-635-3000 (<http://www.trec.texas.gov>) TREC 14, 34-4. This form replaces TREC 14, 34-3.

(TAR 1916) 12-05-2011

Troy Olin Realty, 5111 Padre Blvd, South Padre Island, TX 78597
Patterson Realty

Printed with information by dpl/leg. 14070 Fifteen Mile Road, Frisco, TX 75034 46026 www.dpl.com

TREC No. 34-4

Revised 12/05



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- ☐ A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- ☒ A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A. BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- ☐ Put the interests of this client above all others, including the broker's own interests;
- ☐ Inform the client of any material information about the property or transaction received by the broker;
- ☐ Answer the client's questions and present any offer to or counteroffer from the client; and
- ☐ Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer. Usually through a written representation agreement, a buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- ☐ Must treat all parties to the transaction impartially and fairly;
- ☐ May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- ☐ Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- ☐ The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- ☐ Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Patrick J. McNulty</u>	<u>539031</u>	<u>patrick@willisdevelopment.com</u>	<u>(956) 572-3191</u>
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

<u>Designated Broker of Firm</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
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<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
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<u>Sales Agent/Associate's Name</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
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Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2586

IABBS 1-0

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Patrick McNulty

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Phone: (956) 572-3191 Fax:

Byline: L&L

**ADDENDUM TO COMMERCIAL CONTRACT -- UNIMPROVED PROPERTY (TAR)
BY AND BETWEEN
COLUMBIA PADRE BOULEVARD, LLC AND WILLIS CAPITAL PARTNER, LTD**

Notwithstanding anything to the contrary in the Contract, the following shall apply. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall supersede the Contract terms and govern.

1. **Earnest Money.** Upon deposit with the Title Company, the Earnest Money shall be non-refundable to Buyer in all respects, except as otherwise permitted in the Contract or this Addendum, and shall remain fully applicable to the Purchase Price at Closing.
2. **Title Policy and Survey.** Seller has no obligation to ensure that the Title Company will provide any endorsements to the Title Policy. If Buyer elects to obtain any endorsements or additional coverages they shall be at Buyer's sole cost and expense.
3. **Title Objections by Buyer.** Seller is under no obligation to cure such objections and not curing an objection shall not be deemed a default under the Contract.
4. **Feasibility Study: Insurance.** In conducting any inspections or tests of the Property, Buyer shall carry or cause each of its agents, contractors and representatives who shall enter the Property to carry reasonable commercial general liability insurance covering all activities of Buyer's agents, contractors and representatives while exercising the right of entry upon the Property, and upon request by Seller shall deliver a certificate of insurance evidencing such coverage to Seller prior to entry upon the Property. Buyer shall not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, demands, damages, causes of action, liabilities and expenses (including reasonable attorney's fees and costs, asserted against or incurred by Seller arising out of Buyer's due diligence inspection of the Property), provided, This indemnification shall survive termination hereof.
5. **Independent Investigation.** Buyer hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the Property or the truth, accuracy, or completeness of any documents or information given to Buyer or the source(s) thereof, and that Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the same and is providing information and/or documents solely as an accommodation to Buyer. Any representations and warranties of Seller in this Contract are made by Seller without inquiry or investigation. Buyer is sophisticated in the real estate business and Seller understands that Buyer will be making its own due diligence inquiries and investigation during the Feasibility Period. Seller expressly disclaims and Buyer waives any and all liability for representations or warranties express or implied, statements of fact, and other matters contained in the documents, information or in oral communications made to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, or economic condition, compliance or lack of compliance with any ordinance, order, permit, or regulation or any other attribute or matter relating thereto.
6. **Limited Remedies.** In no event shall Seller, its direct or indirect partners, shareholders, owners, or affiliates, any officer, director, employee, attorney, or agent of the foregoing, or any affiliate or controlling person thereof have any liability, beyond its interest in the Property, for any claim, cause of action, or other liability arising out of or relating to this Contract or the Property, whether based on contract, common law, statute, equity or otherwise.
7. **"AS IS, WHERE IS", "WITH ANY AND ALL FAULTS."** (A) SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OF OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY,

ON THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT THE BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT IN PURCHASING THE PROPERTY FROM SELLER. (B) BUYER ACKNOWLEDGES AND AGREES THAT IT IS EXPERIENCED IN ACQUIRING, OWNING, DEVELOPING, MARKETING, LEASING, OPERATING, MANAGING AND SELLING OF PROPERTIES SIMILAR TO THE PROPERTY, AND THAT BUYER SHALL, DURING THE REVIEW PERIOD, THOROUGHLY INSPECT, TEST, STUDY, REVIEW AND INVESTIGATE THE PROPERTY, AND THAT EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER MADE IN THIS AGREEMENT AND THE DEED, BUYER IS RELYING SOLELY THEREON IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE THEREIN OR INTO ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH. BUYER AND SELLER AGREE THAT THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER TO BUYER SHALL EXPRESSLY CONTAIN THE LANGUAGE IN THIS SECTION 7.

8. Notices. Notices shall be given to pursuant to Page 10, Section 20, of the Contract with copies to: IF TO SELLER, COPY TO: Joy H. Phillips, Esq., Friedman & Feiger, L.L.P., 5301 Spring Valley Road, Suite 200, Dallas, Texas 75254, Telephone. (972) 788-1400, Fax: (972) 776-5313, Email: jphillips@flawoffice.com. IF TO BUYER, COPY _____, Tel. _____, Fax: _____, Email: _____.

9. Facsimile Transmission or Email. A telecopied facsimile or email attachment of a duly executed counterpart of this Contract shall be sufficient to evidence the binding Contract of each Party to the terms hereof. Each Party agrees to promptly return to the other an original, duly executed counterpart of this Contract following the delivery of a telecopied facsimile or email attachment thereof. This Contract may be executed in any number of counter-parts, each of which shall be an original, but all of which together shall constitute but one instrument.

10. No Recordation. Without the prior written consent of the other party, neither Buyer nor Seller nor their respective agents or representatives shall record either this Contract or any memorandum hereof, or any affidavit pertaining hereto, or publicize same to any third party, whether by verbal communication, advertising or the like, and any such recordation of this Contract or memorandum hereto or publication by any such party without the prior written consent of the other party shall constitute an immediate default hereunder, whereupon this Contract shall, at the sole option and discretion of non-defaulting party, either terminate and be of no further force and effect or remain effective.

11. Independent Investigation. Buyer hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the Property or the truth, accuracy, or completeness of any documents or information given to Buyer or the source(s) thereof, and that Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the same and is providing information and/or documents solely as an accommodation to Buyer. Seller expressly disclaims and Buyer waives any and all liability for representations or warranties express or implied, statements of fact, and other matters contained in the documents, information or in oral communications made to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, or economic condition, compliance or lack of compliance with any ordinance, order, permit, or regulation or any other attribute or matter relating thereto.

12. Entire Agreement. This Contract contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein. Any portion of this Contract not otherwise consummated at the Closing will survive the Closing of this transaction as a continuing agreement by and among the Parties.

13. Facsimile Transmission or Email Scan. A telecopied facsimile or email scan of a duly executed counterpart of this Contract shall be sufficient to evidence the binding agreement of each Party to the terms hereof. However, each Party agrees to promptly return to the other an original, duly executed counterpart of this Contract following the delivery of a telecopied facsimile or email scan thereof.

14. Venue. Venue in this case of any dispute hereunder shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed on the dates set forth in the Contract.

SELLER:

Columbia Padre Boulevard, LLC
an Illinois limited liability company

By: *Ranfac Operating Corp.*
~~Ranfac Investment Co., Ltd.~~
an Illinois Corporation, its Manager

By: *[Signature]*

Print Name: *Marvin Feiger* *Ron Berman*

Its: *Principal* *officer*

BUYER:

Willis Capital Partner, LTD
a *Texas, Limited Partnerships*

By: *[Signature]*

Print Name: *Patrick McNulty*

Its: *Managing member*

ON THE FLOODING OF THIS PROPERTY HAS BEEN
 TO BE IN ZONE "AE" (E) OF THE FLOOD INSURANCE RATE
 MAP COMMUNITY PANEL 30115-0001-D, WHICH BEAR
 AN EFFECTIVE DATE OF MARCH 9, 1999. NO FIELD
 SURVEYING WAS PERFORMED TO DETERMINE THIS FLOOD ZONE
 AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY
 DETERMINATION.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY
 AS DESCRIBED HEREIN, WAS MADE ON THE GROUND ON
 6/08/05; THAT THE ONLY VISIBLE IMPROVEMENTS ON THE GROUND
 ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACH-
 MENTS, VISIBLE OVERLAPINGS, APPARENT CONFLICTS, OR
 VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREIN.
 THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF
 PRACTICE AS REQUIRED BY THE TEXAS BOARD OF PROFESSIONAL
 LAND SURVEYING. THIS SURVEY IS NOT VALID WITHOUT
 ORIGINAL SEAL AND SIGNATURE.



Oscar A. Chavez R.P.L.S.
 6/9/05



LEGEND	
P	POWER POLE
S	SIGN
L	LIGHT POLE
M	MAIL BOX
•	FIRE HYDRANT
•	MANHOLE
---	GUY WIRE
---	OVERHEAD POWER LINE
---	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "CADCON"

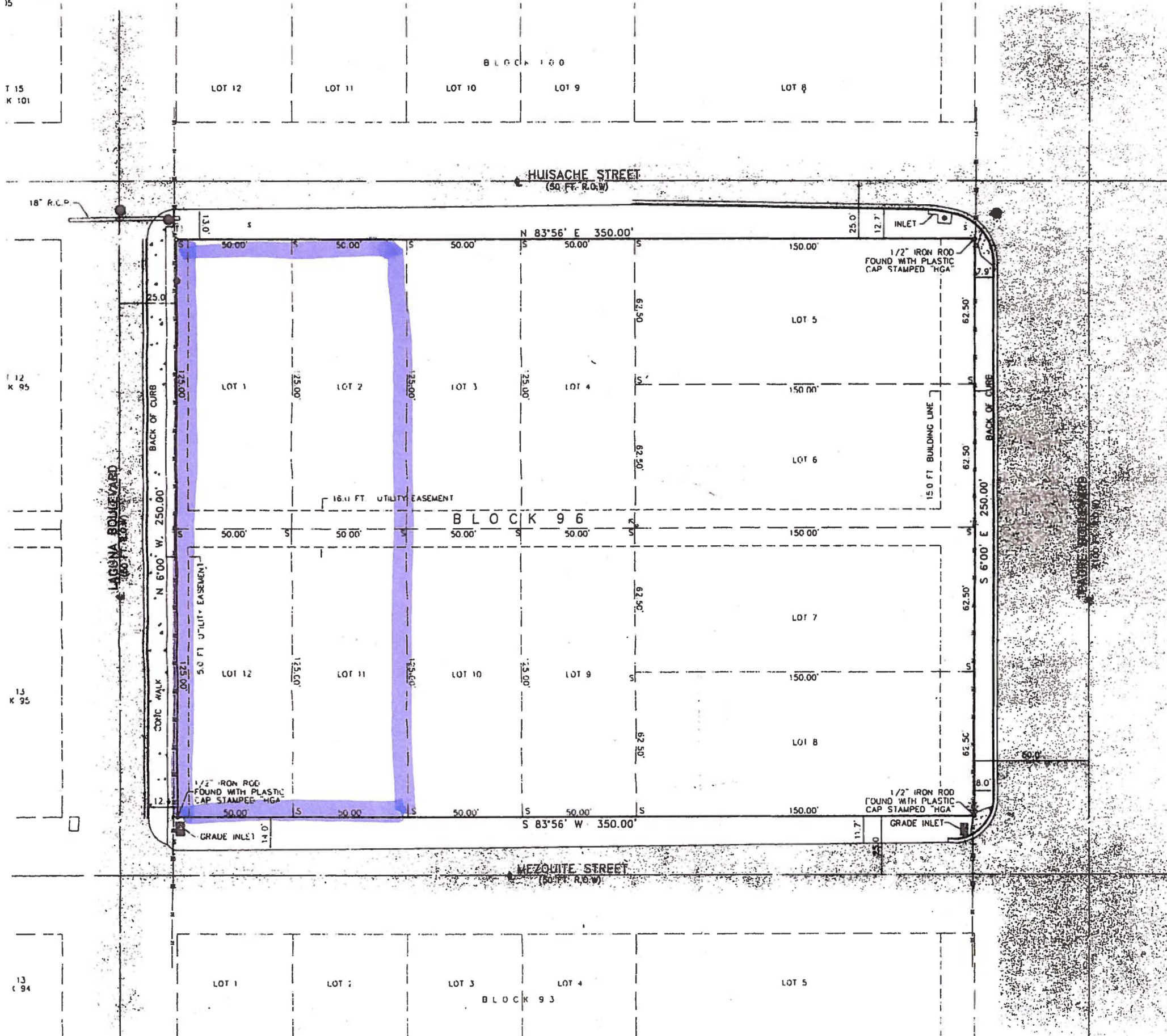
PLAT OF SURVEY

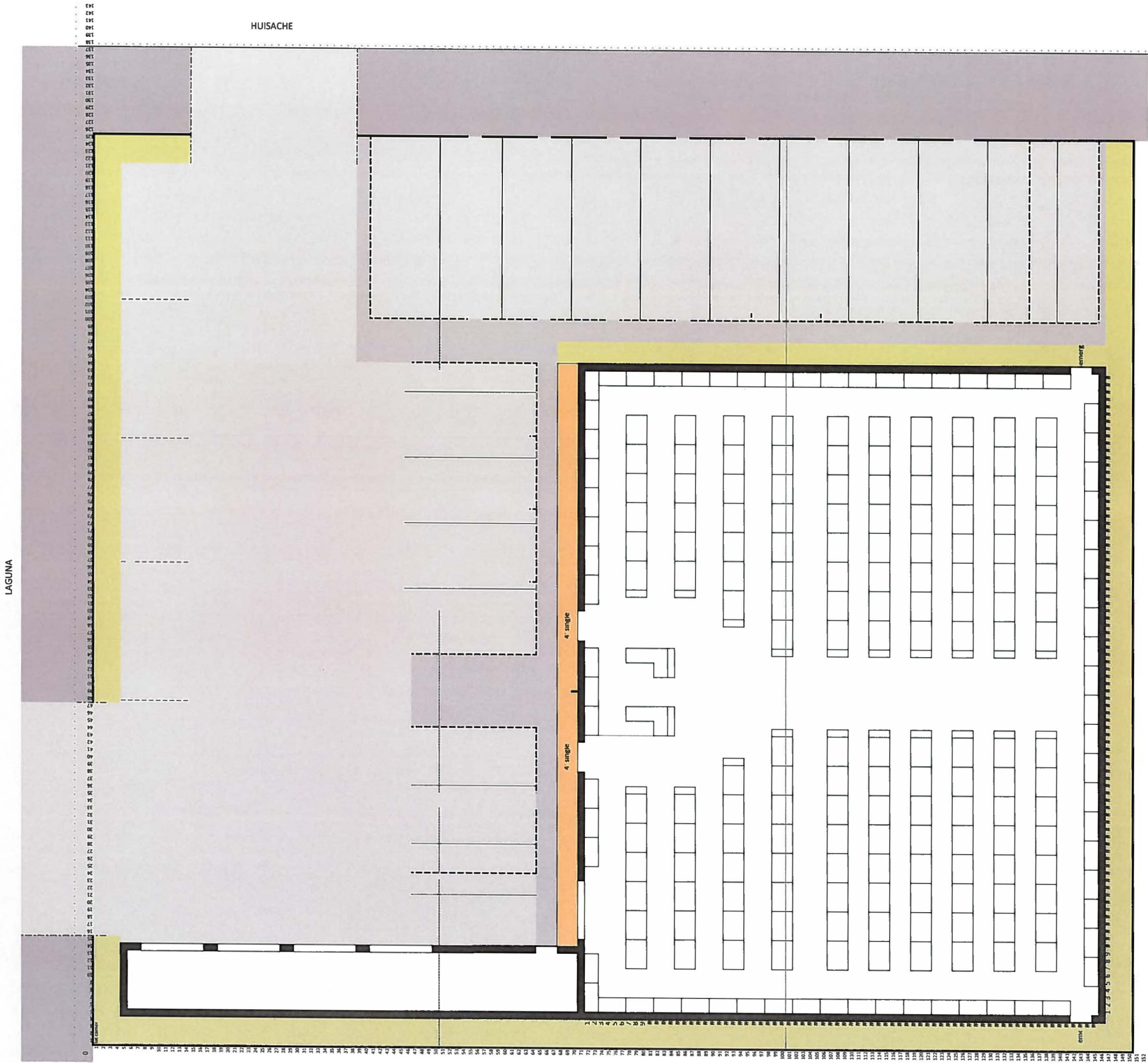
LOT ONE (1), THROUGH TWELVE (12)
 (INCLUSIVE), BLOCK NINETY-SIX (96),
 PADRE BEACH SECTION VII
 TOWN OF SOUTH PADRE ISLAND, CAMERON
 COUNTY, TEXAS, ACCORDING TO THE MAP
 THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP
 RECORDS OF CAMERON COUNTY, TEXAS.

For: RAMOS-GRACIA INVESTMENTS INC.

CADCon Chavez Automated Design Consultants
 Civil Engineers / Land Surveyors

1424 McKinley St. Brownsville, Texas 78521; 956/546-7146, Fax 956/546-7170





DEVELOPMENT STANDARDS REVIEW TASK FORCE

MEETING DATE: November 9, 2016

ITEM: 7

TO: Development Standards Review Task Force

FROM: James Mitchim, Building Official

ITEM DESCRIPTION:

Presentation on how staff addresses signs facing the water

DISCUSSION:

Staff is available for any questions that the Task Force may have.

PADRE BOULEVARD AND ENTERTAINMENT DISTRICT CODE

VIII. SIGNAGE STANDARDS

8.1 Applicability. For new and substantially modified signs, the standards in Table 8.1 shall apply and sign permits shall be approved administratively by the City of South Padre Island Building Official unless specifically noted in this section. Except as specifically listed below, all other signage and sign standards shall comply with Chapter 15 of the City of South Padre Island City Ordinances, as amended.

8.2 Master Sign Plans. An applicant has the option to establish unique sign standards including size, color, type, design, and location. Such applications shall be reviewed as "Master Sign Plans" by the City of South Padre Island Building Official and are subject to approval of the City Council. In evaluating a Master Sign Plan, the City Council shall consider the extent to which the application meets the proposed Sign Plan:

- 8.2.1 Promotes consistency among signs within a development thus creating visual harmony between signs, buildings, and other components of the property;
- 8.2.2 Enhances the compatibility of signs with the architectural and site design features within a development;
- 8.2.3 Encourages signage that is in character with planned and existing uses thus creating a unique sense of place; and
- 8.2.4 Encourages multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards.

Table 8.1

Character Zone	Bayfront	Entertainment District Core	Neighborhood Crossings	Town Center Crossing	Padre Boulevard South	Padre Boulevard Central	Padre Boulevard North	Neighborhood Transition	Standard
Sign Type									
Wall Signs	P	P	P	P	P	P	P	P (comm. uses only)	- For all ground floor commercial uses (retail, office, and restaurant): One sign per tenant space per each street frontage, not to exceed more than 2 signs, area to be calculated at 1.5 sq. ft. per linear foot of public street frontage for the tenant space with a maximum of 100 sq. ft. per tenant. - Second and upper floor commercial uses may also be permitted one second floor wall sign per tenant space per public street frontage, area to be calculated at 1.5 sq. ft. per linear foot of second or upper floor frontage along that public street with a maximum of 125 sq. ft. - Institutional uses (non-profits and churches): One sign per tenant space, area to be calculated at 1.5 sq. ft. per linear foot of public street frontage with a maximum of 100 sq. ft. - Live-Work and Home occupations: One sign limited to an area of 20 sq. ft. max. - Building sign may encroach a maximum of 12" on to a sidewalk while maintaining a vertical clearance of 8 ft. from the finished sidewalk. - Building signs may be internally or externally lit. - Marquee signs as only permitted as specified below.
Monument Signs	P	P	P	P	P	P	P	NP	One monument sign per lot per lot street frontage (no more than 2 per lot separated by at least 100 ft.) limited to a maximum of 50 sq. ft. per sign face and 6 ft. in height.
Window Signs	P	P	P	P	P	P	P	P (comm. uses only)	- Limited to 10% of the window area. - In the Neighborhood Transition Zone, window signs are only permitted for commercial uses (including the "work" component of live-work uses). The following shall be exempt from this limitation: - Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs. - Mannequins and storefront displays of merchandise sold. - Interior directory signage identifying shopping aisles and merchandise display areas.
Building Blade Signs	P	P	P	P	P	P	P	P (comm. uses only)	- One per building (commercial and mixed use buildings only) - Area = 30 sq. ft. maximum per sign face. - May encroach a maximum of 2 ft. over a sidewalk, but shall not encroach over any parking or travel lane. - Building blade signs may be attached to the building at the corners of building or along any street facing façade above the first floor facade.
Tenant Blade Signs	P	P	P	P	P	P	P	P (comm.)	- One per commercial tenant space (retail, office, or restaurant use) - Area = 16 sq. ft. maximum per sign face

- (60) Real Estate "For Sale", "For Lease", or "Open House" Sign: A temporary sign designating that the premises upon which it is erected is for sale, rent, or lease or that an open house is being held on the day on which the sign is displayed.
- (61) Reflective Surface: Any material or device which has the effect of intensifying reflected light, including but not limited to scotch light, day glow, glass beads and luminous paint.
- (62) Required Signs: Any sign required by law for the protection of the general health, safety and welfare of the public. For the purposes of this Ordinance, numbers attached to the front plane of a facing and visible from the adjacent public right-of-way or private ingress/egress for the purpose of identifying the street address of the structure shall be considered a required sign. Such numbers shall be a minimum of four (4) inches in height, shall be of a color in distinct contrast to the color of the wall to which it is attached, and shall be plainly visible from the adjacent public right-of-way or private ingress/egress.
- (63) Residential Nameplate Sign: A sign permitted for the sole purpose of identifying the inhabitant residing therein, the house name, or identifying the address of the house. The sign may contain no advertising of any kind.
- (64) Roof Line: The highest point of the coping on a flat roof, false mansard, or parapet wall; the deckline of a true mansard roof; the ridge line between the upper and lower slopes of a gambrel roof; or the mean height level between the eaves and the ridge of a gable or hip roof.
- (65) Roof Sign: A sign attached to, and wholly or partially dependent upon, the roof of a structure for support, or attached to the roof in any way, but not extending above the roof line, as defined by this Ordinance. Such signs will be completely enclosed between the sign and the corresponding roof, and shall be designed to meet the wind resistance requirements of Section 15-10.
- (66) Sign: Any thing of visual appearance primarily used for, or having the effect of, attracting attention from the streets, sidewalks, curbside or any other public areas including **waterways** for identification purposes, whether illuminated or non-illuminated. An identification logo, description, illustration or device which is affixed to or represented directly or indirectly upon a building, structure or land, and which directs attention to a product, place, activity, person, service, institution or business, whether illuminated or non-illuminated. For the purposes of removal, the definition of "sign" shall include all of the sign structure. For the purposes of this Ordinance, this definition shall also include paintings directly upon a building, other structure or vehicle and any manufacture incorporated or added to a building or property that is not a normal structural or architectural component of a building shall be considered a "sign" (i.e. to attract attention from public right-of-way) and must comply with all the commercial sign regulations of this Chapter pertaining to either a monument sign or a projecting sign. (*Ord. 02-14; Nov.20, 2002*) The basic intent behind this definition is not to discourage product displays, design, or art from epitomizing simplicity, good taste, and compatibility with the community's desired image.
- (67) Sign Area: The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall

otherwise meets zoning ordinance regulations and is clearly incidental to the display itself. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces. For buildings that are not on public rights-of-way and/or near to property boundaries (e.g. building structures on a pier), sign areas shall be calculated on the basis of the most visible building frontage.

- (68) Sign Structure: The sign and all parts associated with its construction.
- (69) Snipe Sign: A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, utility poles, stakes, or fences or to other objects, and whose message is not associated with the premises upon which such sign is located.
- (70) Suspended Sign. A sign, other than a parasite sign, that is suspended from and supported by the underside of an awning, a marquee, a fascia, an umbrella, or a building overhang.
- (71) Temporary Signage: A sign erected for a special purpose and for a specifically stated short term of duration, as regulated by Sections 15-6(G), 15-7, and 15-12. Temporary signage may include such otherwise prohibited forms of signage as portable signs [Section 15-5(E)] and banners [Section 15-5(F)].
- (72) Traffic Control Sign: A permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.
- (73) Umbrella. A device, often round or square in shape that is supported by a center pole that provides shade or protection. For purposes of this article, any device, structure, canopy, etc. that is handheld, or that is totally or partially enclosed, or that projects from or is connected to a building shall not be deemed to be an umbrella.
- (74) Umbrella Sign. A sign that is painted, installed, or otherwise applied to or located directly on an umbrella at an establishment. The sign, which is a combination of letter and/or logo, height is limited to 8 inches. Signage may only be displayed on the flap of the umbrella that is maximum 8 feet in diameter and 8 feet in height. Umbrella that is larger than the size limit shall not have any signs on it. The copy on an umbrella sign is limited to the name and/or logo of a single appurtenant business/residential establishment. For purposes of this article, signs that are suspended from umbrellas (suspended signs) shall not be considered to be umbrella signs. Suspended signs are prohibited.
- (75) Wall Sign: A sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plan parallel to the face of the wall and not projecting more than Nine (9) inches from the face of the wall at any point.
- (76) Window Sign: A sign – printed, painted, neon or otherwise – no greater than thirty-two (32) square feet, displayed in or through a window or glass door and which can be seen from the front property line / right of way line. All windows signs except open or closed, name of store or business and national product logos (Image signs are permitted) are prohibited after February 1, 2012. *Ord 04-03; Ord 10-02*

Sec.15-3 Permits, Renewals, Expiration and Transfers.

Permit Required: It shall be unlawful to commence or to proceed with the erection, construction, reconstruction, conversion, alteration, enlargement, extension, placement, or moving of any sign or sign structure or any portion thereof without first having applied in writing

Item: 8

Discussion and possible action on color
palette.

Introduction

- The current color palette was adopted on August 6, 2014; and
- At their September 21st City Council Meeting (2016), the City Council directed staff provide alternative color palette and initiate public workshop(s).
- On October 11, 2016, DSRTF tabled the item with recommendations to:
 - Exempt canopy (fabric awning) colors from the palette;
 - Have body colors to include values from 7 to 10 (previously from 8);
 - Have roof colors to include entire values (from 0, black, to 10, white); and
 - Limit accent/trim to Chroma 14 rather than 16.

A PROPOSED requirements in color

3.4.7 Colors

The colors, which are specified based on the Munsell Color System, of a building are restricted to those below:

(i) Areas for color application shall be categorized into (1) body, (2) trim, (3) accent and (4) roof. Body colors indicates colors applied to wall areas. Trim colors include areas of shutters, doors, windows, and wainscot. Accent colors cover fascia and soffit. Roof colors indicate entire roof areas. Canopy (fabric awning) colors are exempt form this subsection.

(ii) General Provisions.

a. Applications of natural materials are allowed. ~~Colors that are recommended:~~

~~i. Existing color palette (see Appendix B); and~~

~~ii. Earth tone and/or colors of natural materials.~~

b. Colors that are not allowed:

i. Fluorescent, neon or any illuminated colors.

(iii) Specific Provisions.

a. ~~Body and roof~~ Colors are restricted to those in the table below:

	<u>Hue</u>	<u>Value</u>	<u>Chroma</u>
Body	All	87 or above	6 or below
Roof	All	6 or below <u>All</u>	6 or below
<u>Trim/Accent</u>	<u>All</u>	<u>3 or above</u>	<u>16</u> 14 or below

b. Number of colors allowed:

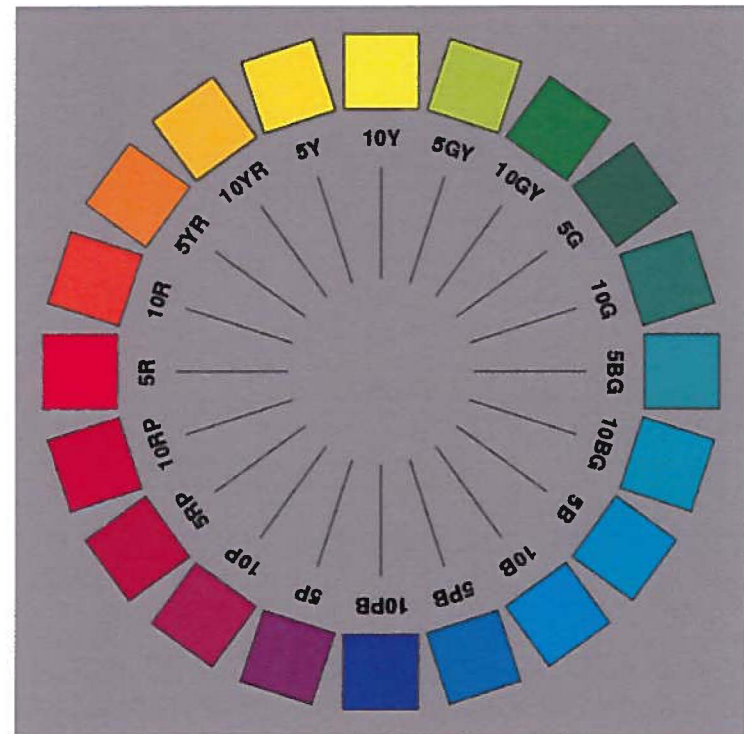
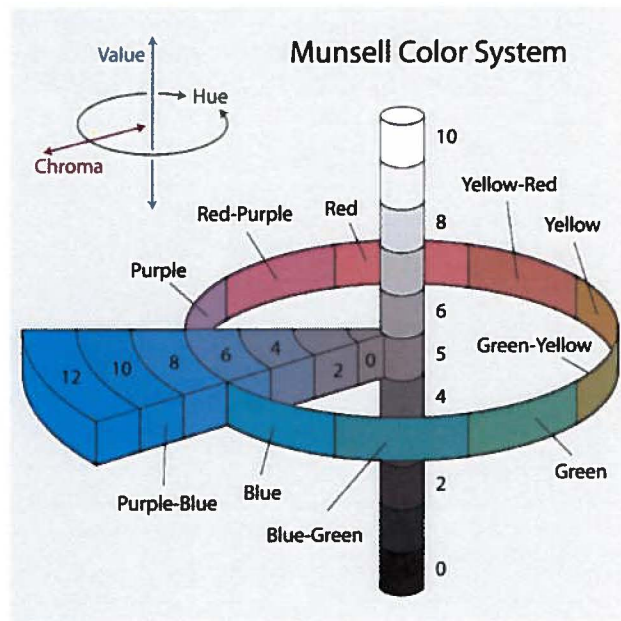
i. Four (body, trim, accent and roof) colors up to 5,000 sq.ft. (building footprint).

ii. Five colors for buildings greater than 5,000 sq.ft. (building footprint).

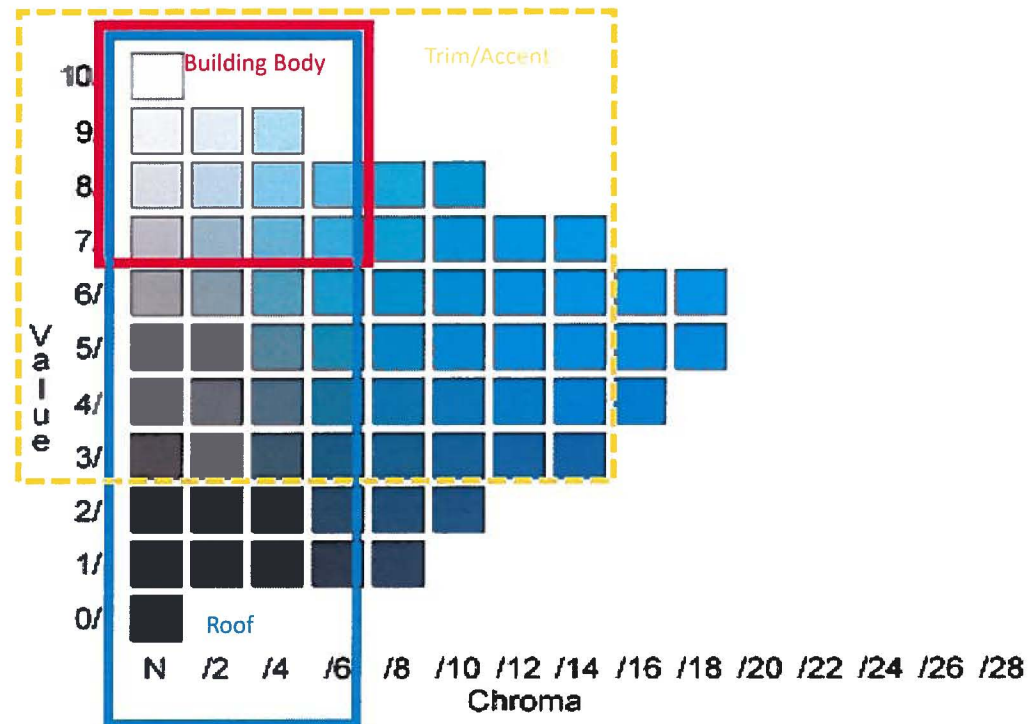
(1) Two (2) body colors may be applied to façade rhythm of 20' to 30' bays to be considered Façade Composition (See 2.1.3).

(2) No pattern of narrower stripes than 20' is allowed.

Munsell color system



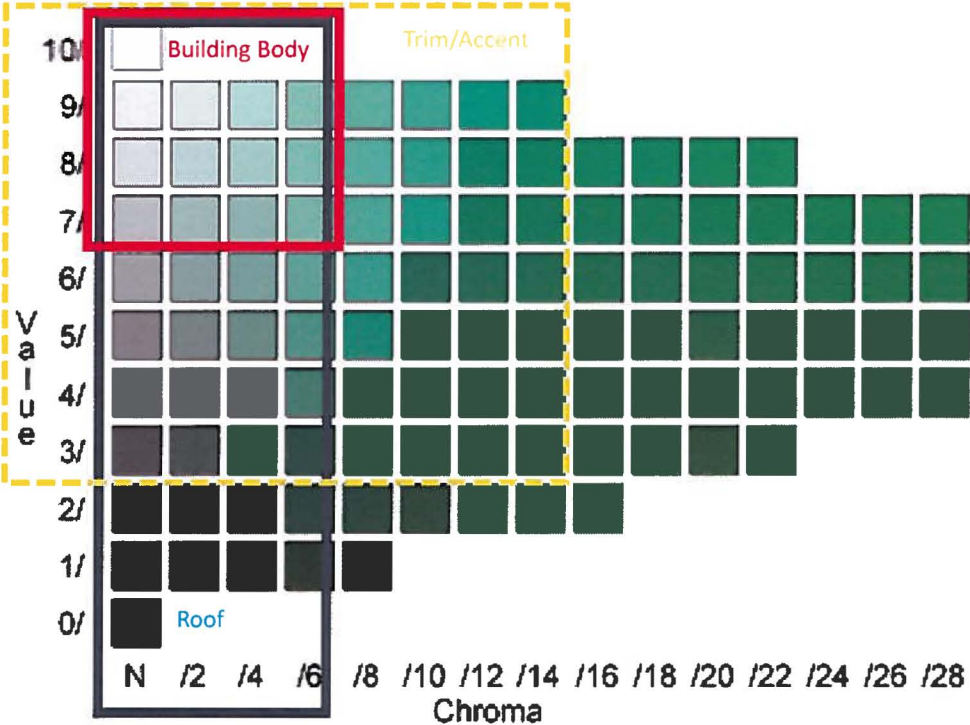
5B



5BG

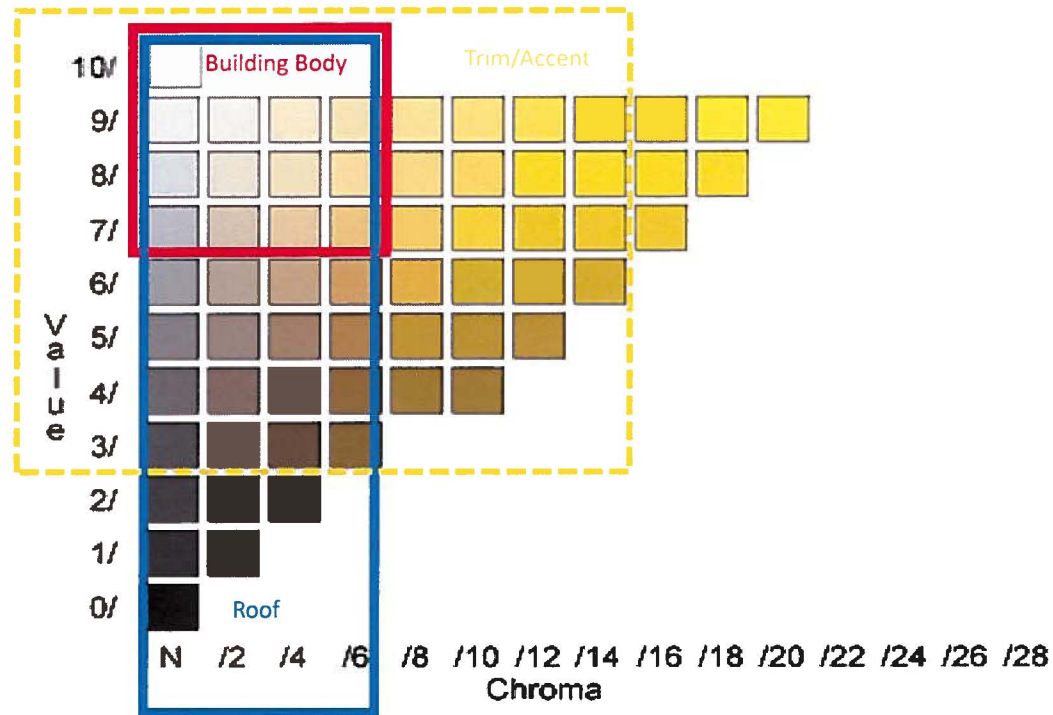
Munsell color system

5G



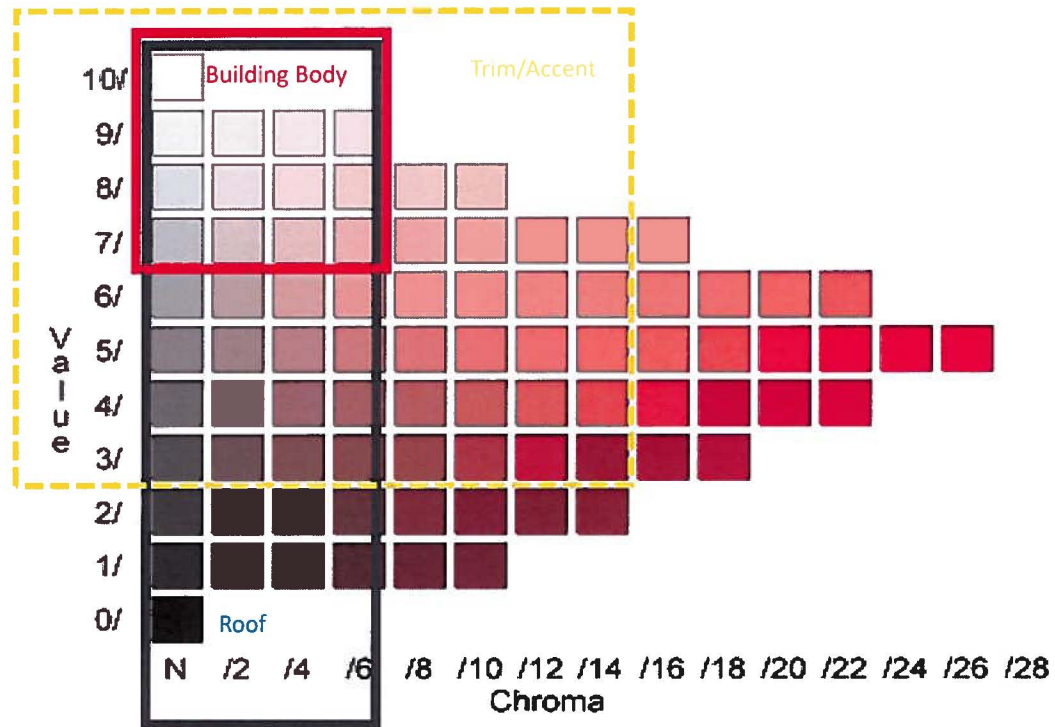
5GY

5Y



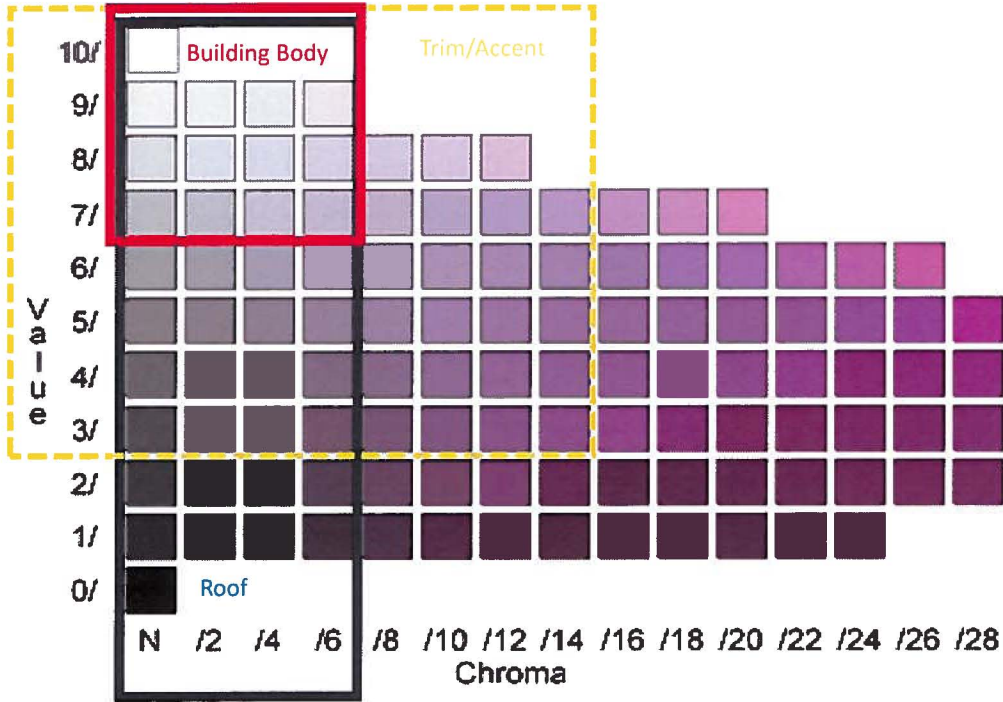
5YR

5R



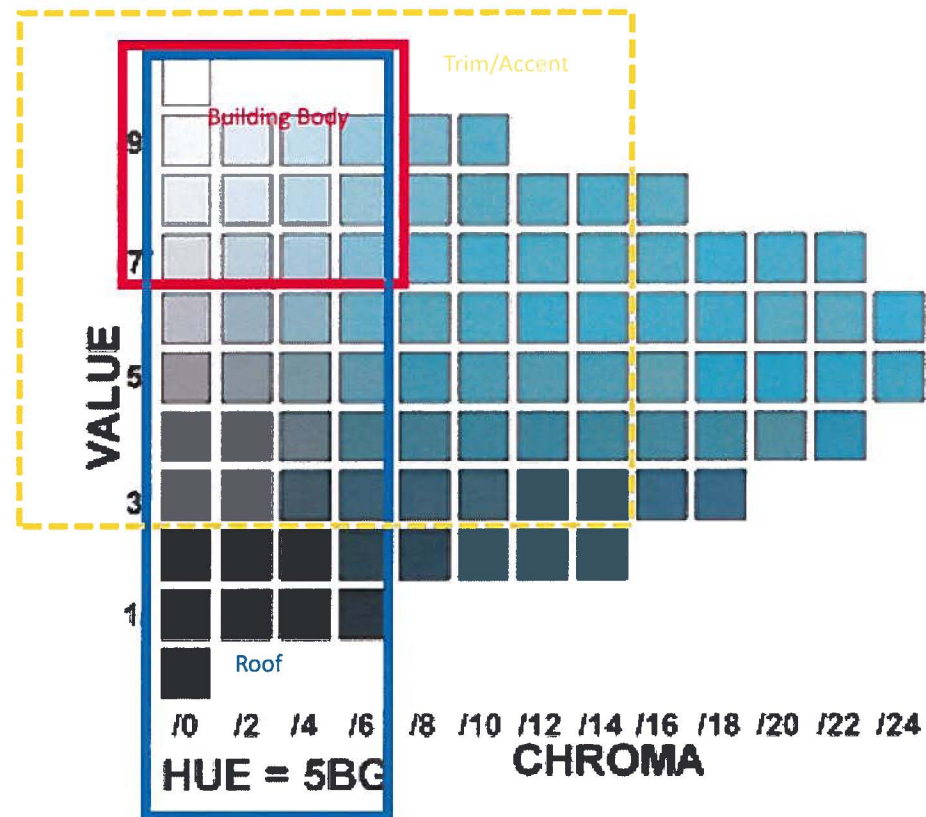
5RP

5P



5PB

5BG

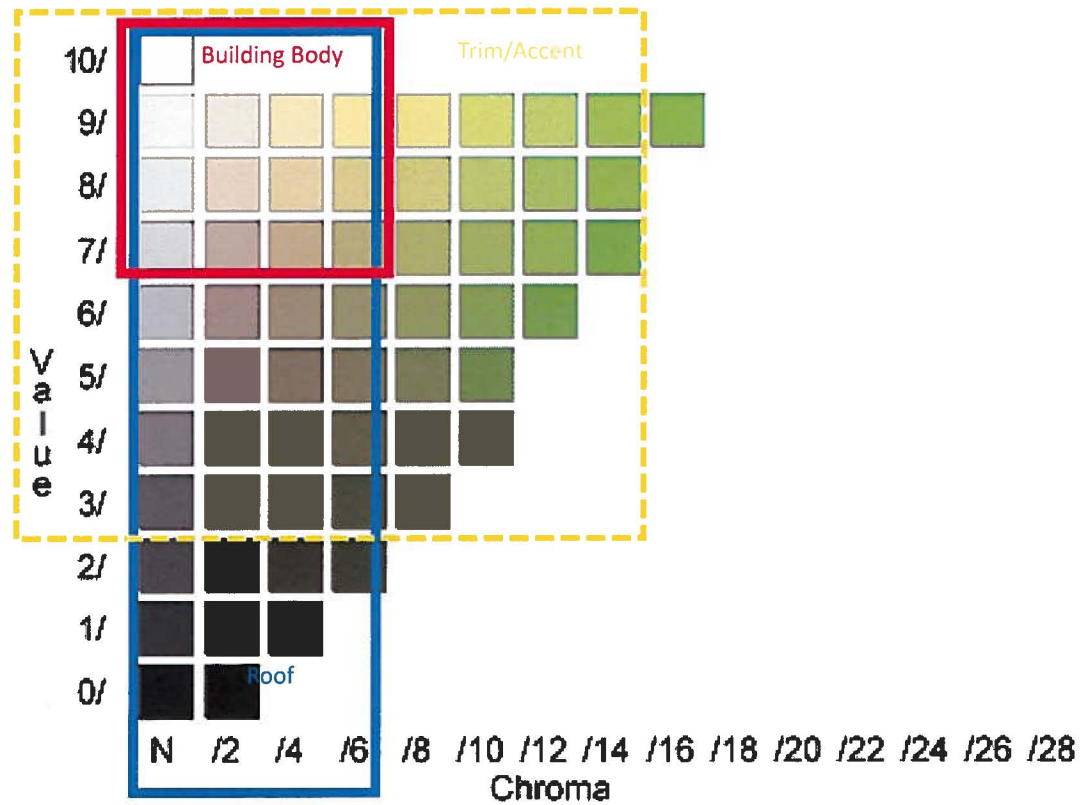


Munsell color system

5B

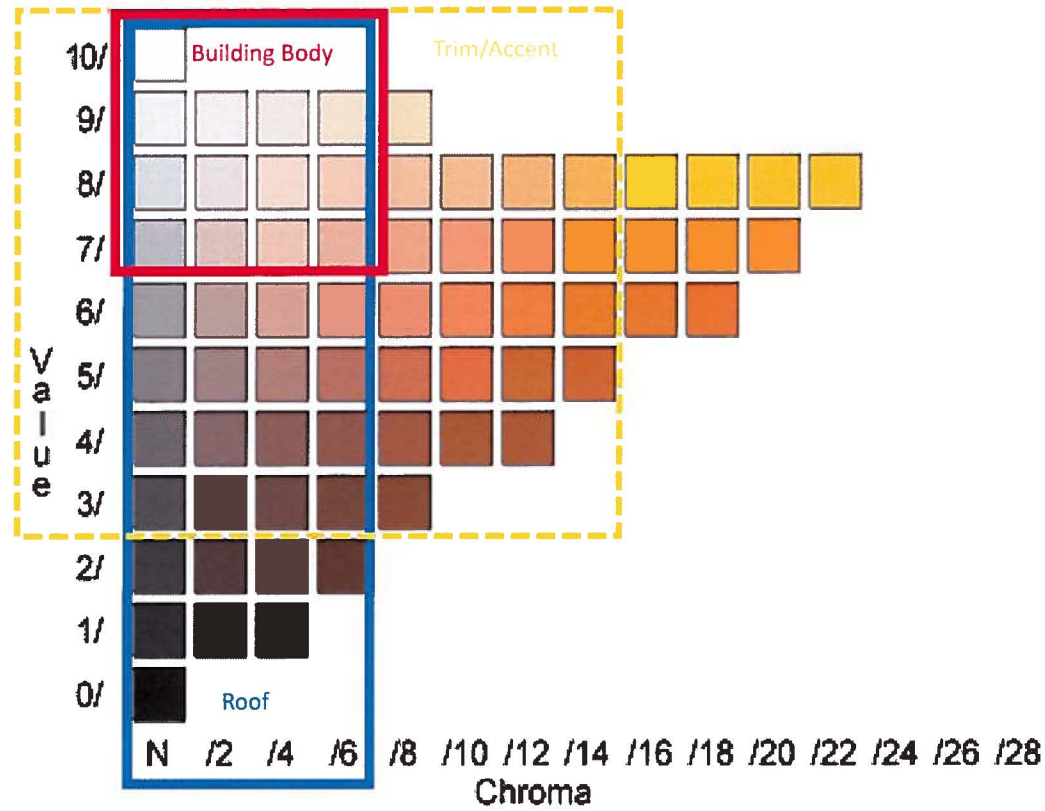
5GY

Maxcell color system



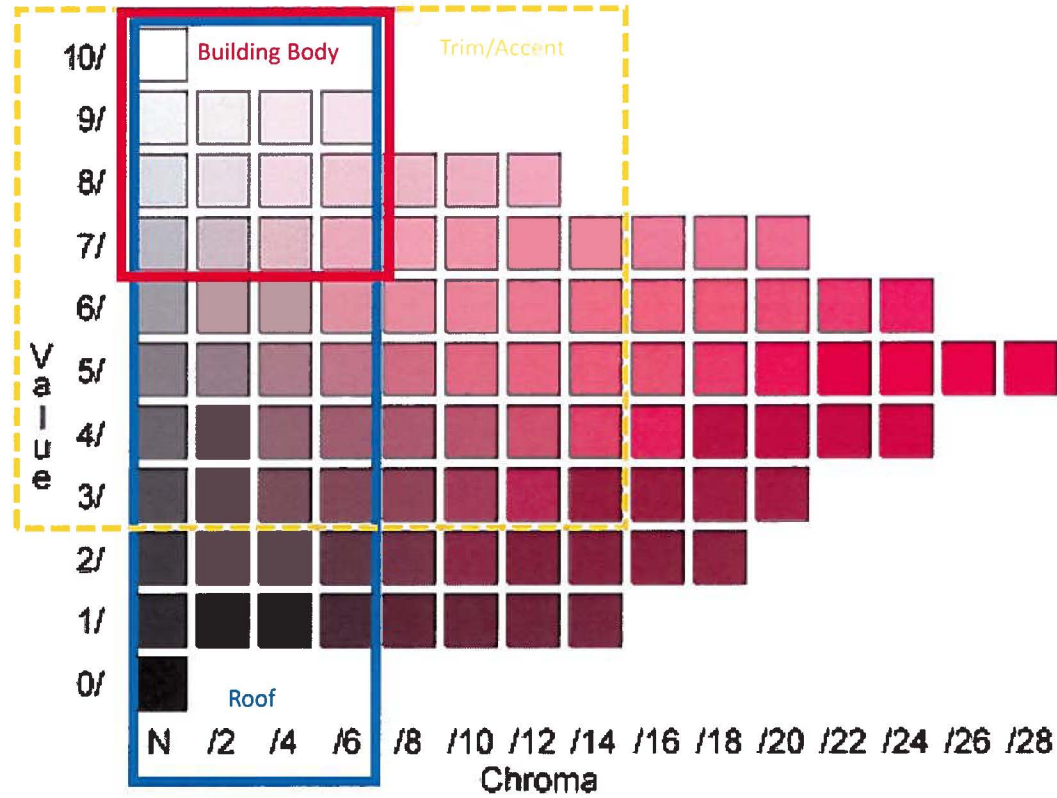
5G

5YR



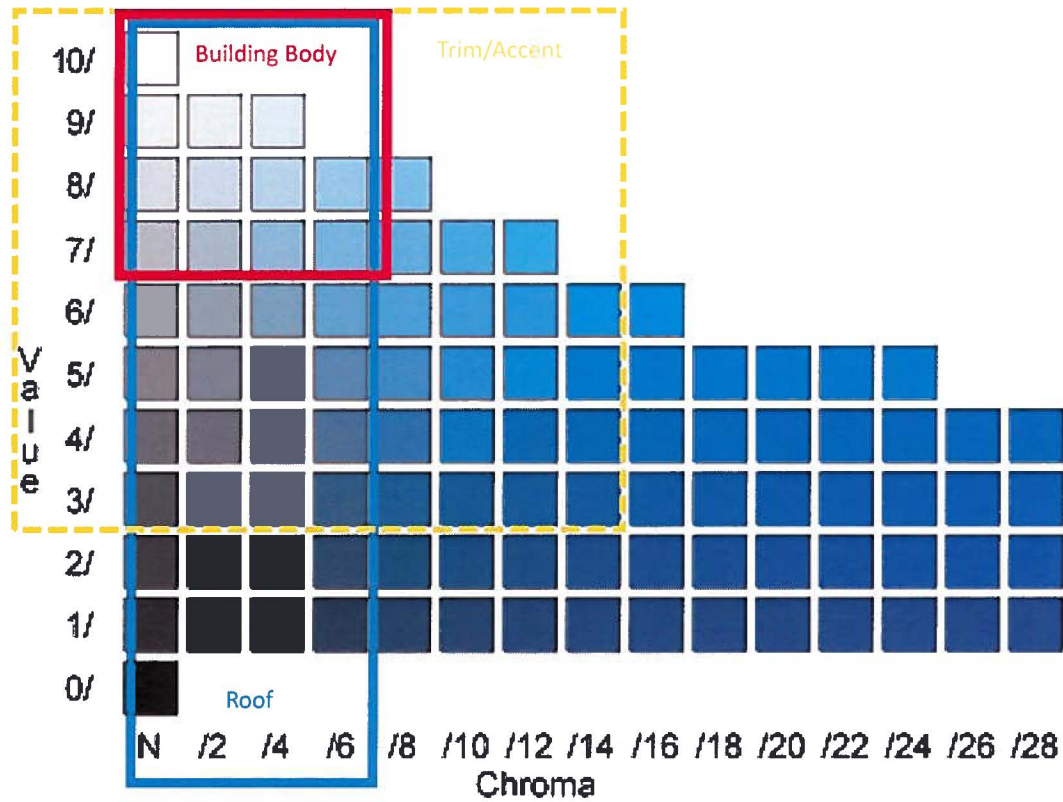
5Y

5RP



5R

5PB



5P

Training -

The Practice and Principles of Form Based Codes:

<https://www.youtube.com/watch?v=KZl8AbohJ6Y> (1:31:02) by APA

5:54 min