

**NOTICE OF MEETING
CITY OF SOUTH PADRE ISLAND
PLANNING AND ZONING COMMISSION**

NOTE: One or 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 PLANNING AND ZONING COMMISSION OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A REGULAR MEETING ON:

THURSDAY, MAY 19, 2016
3:00 P.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Commissioners relating to agenda or non-agenda items. Speakers are required to address Commissioners at the podium and give their name before addressing their concerns. [Note: State law will not permit the Planning and Zoning Commission to discuss debate or consider items that are not on the agenda. Citizen Comments may be referred to City Staff or may be placed on the agenda of a future Planning and Zoning Commission meeting]*
4. Approval of the April 21, 2016 regular meeting minutes.
5. Discussion and action regarding the proposed replat of "Lot 13, Block 195, Fiesta Isles Subdivision" to split the land into "Lots 13A and 13B".
6. Discussion and action regarding the proposed replat of "Lots 1-4 and 33-36, Block 128, Padre Beach Section IX Subdivision" to merge the lands into "Lot 1A".
7. Discussion and action regarding a Specific Use Permit as a 'Substance Abuse Treatment Facility' for 5508 Padre Boulevard (Lot 1, Block 179).
8. Adjournment.

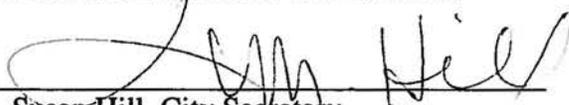
DATED THIS THE 13TH DAY OF MAY 2016



Susan Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFIED THAT THE ABOVE NOTICE OF MEETING OF THE PLANNING AND ZONING COMMISSION 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 MAY 13, 2016 AT/OR BEFORE 2:00 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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES
APRIL 21, 2016**

1. Call to Order.

Patrick McNulty called the meeting to order at 10:00 a.m. in the City Council Chambers on the Second Floor of the Municipal Complex Building: 4601 Padre Boulevard and declared a quorum of members present. Commission members in attendance were: Patrick McNulty, Gary Olle, Chris Huffman, Robert Bujanos, Art Teniente, Beth Vance, and Kimberly Dollar. Staff members present were Interim City Manager, Darla Jones, Development Director, Sungman Kim and Marta Martinez.

2. Pledge of Allegiance.

Mr. McNulty led those present in the Pledge of Allegiance.

3. Public Comments and Announcements.

None.

4. Approval of the March 17, 2016 regular meeting minutes.

Mr. McNulty announced the item from the agenda and asked the Commission members if they had any corrections to the March 17, 2016 regular meeting minutes. Mr. Teniente made a motion to approve as submitted. Mr. Bujanos seconded the motion. The motion carried unanimously.

5. Discussion and action on a vacation of Lots 12A & 12B Block 195 Fiesta Isles Subdivision Section XII on "B" District Multi-family dwelling, apartment, motel, hotel, condominium, Townhouse District and returning to their original plat for Lot 12 Block 195 Fiesta Isles Section XII.

Mr. McNulty announced the item from the agenda and asked for a staff report. Dr. Kim gave a brief summary regarding the proposed vacation of Lots 12A & 12B Block 195.

Mr. McNulty then opened it up for discussion by the Commission. Ms. Dollar made a motion to approve as submitted. Mr. Teniente seconded the motion. The motion carried unanimously.

6. Public Hearing regarding revision of Subsections (C) and (D) of Sec. 20-21 Required Landscaping of Chapter 20 Zoning.

Mr. McNulty announced the item from the agenda and opened the public hearing at 3:05 p.m. Mr. McNulty then asked for a staff report. Dr. Kim gave a brief summary regarding the revision of Sec. 20-21 Required Landscaping of Chapter 20 Zoning. Mr. McNulty then asked if anyone from the public wished to speak in favor of this agenda item. Hearing none, Mr. McNulty then asked if any member from the public wished to speak in opposition to this matter. Hearing none, Mr. McNulty closed the public hearing at 3:08 p.m.

7. Discussion and action regarding revision of Subsections (C) and (D) of Sec. 20-21 Required Landscaping of Chapter 20 Zoning.

Mr. McNulty announced the item from the agenda and opened it up for discussion by the Commission. The Commissioners expressed their comments/concerns regarding this matter. After some discussion Ms. Dollar made a motion to approve with modifications. Ms. Vance seconded the motion. The motion carried unanimously.

8. Adjournment

Since the Commission had no further business to discuss, Mr. McNulty adjourned the meeting at 3:19 p.m.

Marta Martinez, Secretary

Patrick McNulty, Chairman

**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

MEETING DATE: May 19, 2016

ITEM: 5

TO: Planning and Zoning Commission

FROM: Sungman Kim, Director of Development Services

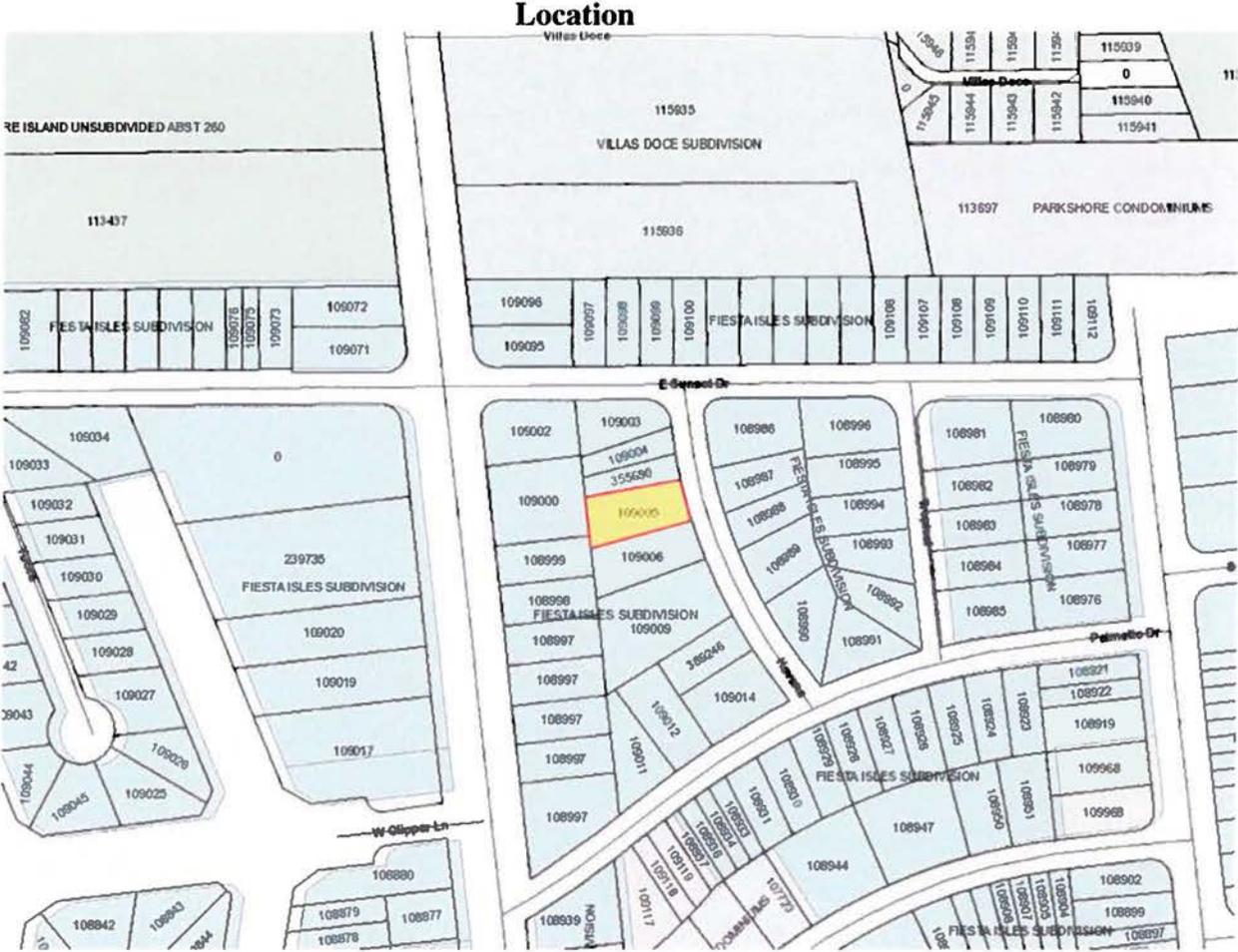
ITEM DESCRIPTION:

Discussion and action regarding the proposed replat of "Lot 13, Block 195, Fiesta Isles Subdivision" to split the land into "Lots 13A and 13B".

DISCUSSION:

The Ownership

- I. The entire lots belong to Dhansukh R. Patel according to the Title dated April 12, 2016 prepared by Rio Grande Valley Abstract Co., Inc.

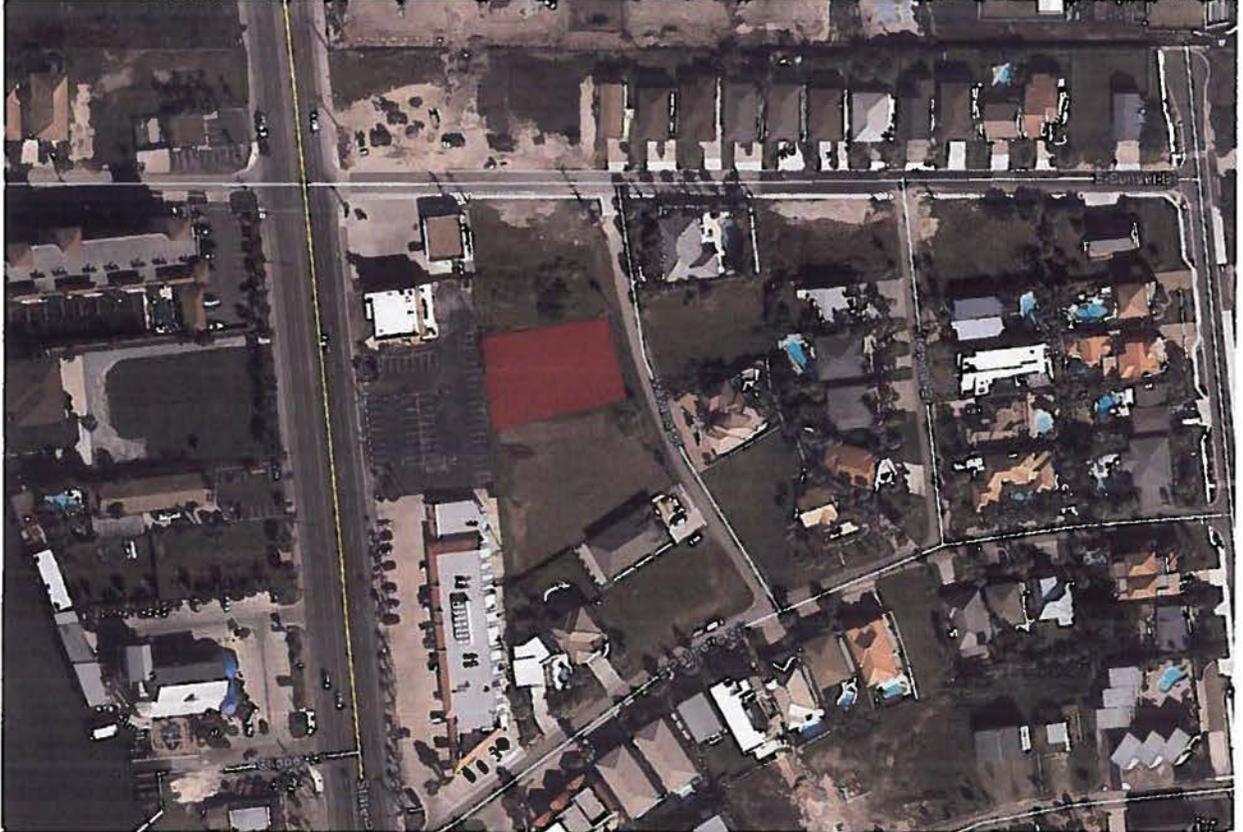


**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

The Requirements

1. The site has been zoned for "E" District allowing low density residential for single-family and townhouse (no more than 4 attached) developments.

Aerial Photo



2. Sec. 20-10
 - (D) Area Regulations
 - (4) Area of lot:
 - (a) For a single-family dwellings the minimum area of a lot shall be 5,000 square feet, or as recorded in the County Courthouse as of November 7, 1979.
 - (b) For attached single-family Townhouse dwellings, the minimum area of a lot shall be 2,500 square feet per dwelling unit.
 - (5) Width of lot:
 - (a) For a single-family dwelling, the minimum width of a lot shall be fifty (50) feet.
 - (b) For attached single-family Townhouse dwellings, the minimum width of a lot shall be twenty-five (25) feet.
 - (6) Depth of lot: The minimum depth of a lot shall be one hundred (100) feet.
3. Sidewalk Guarantee

METES & BOUNDS DESCRIPTION

0.241 ACRE (10,495 SQ. FT.) BEING ALL OF LOT NUMBER THIRTEEN (13), BLOCK NUMBER ONE HUNDRED NINETY-FIVE (195), FIESTA ISLES BEING PADRE BEACH SECTION XII, CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS, SAID 0.241 ACRE BEING MORE PARTICULARLY DESCRIBED AND LOCATED AS FOLLOWS:

BEGINNING, AT A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" FOUND AT THE SOUTHEAST CORNER OF LOT 12-B, BLOCK 195, BEING ON THE WEST RIGHT-OF-WAY LINE OF HAVANA DRIVE (50 FT. R.O.W.), FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF HAVANA DRIVE BEING ON A CURVE TO THE LEFT WITH A RADIUS OF 776.43 FEET, AN ARC DISTANCE OF 62.78 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE NORTHEAST CORNER OF LOT 14, BLOCK 195, FOR THE SOUTHEAST CORNER OF THIS TRACT;

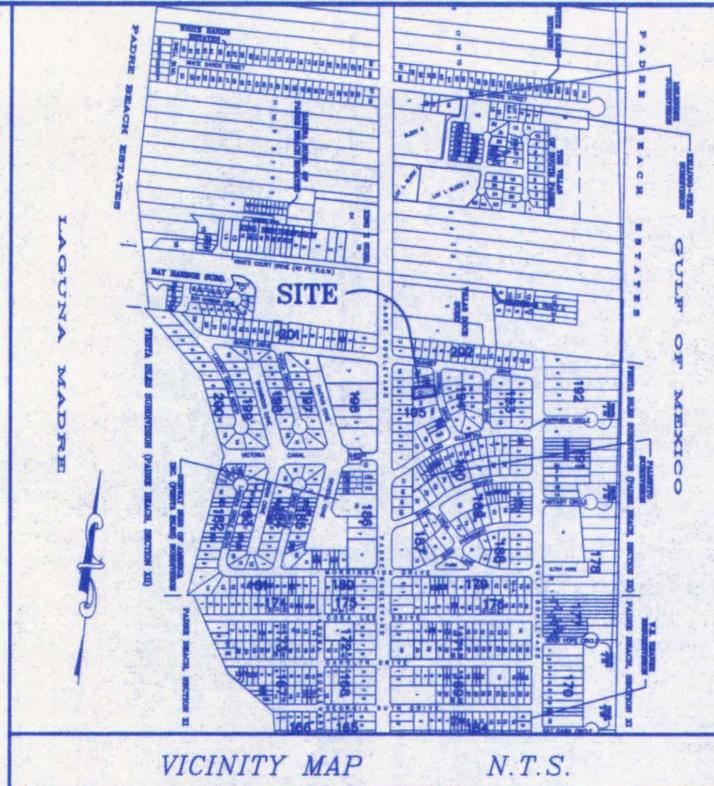
THENCE, SOUTH 73 DEGREES 21 MINUTES 43 SECONDS EAST, A DISTANCE OF 158.21 FEET (158.12 RECORD) TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE NORTHWEST CORNER OF LOT 14, BLOCK 195, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 05 DEGREES 52 MINUTES WEST, A DISTANCE OF 75.99 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE SOUTHWEST CORNER OF LOT 12-B, BLOCK 195, FOR THE NORTHWEST CORNER OF THIS TRACT;

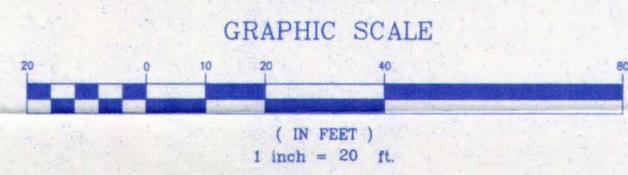
THENCE, NORTH 78 DEGREES 01 MINUTES EAST, A DISTANCE OF 147.19 FEET TO THE POINT OF BEGINNING;

CONTAINING, 0.241 ACRES, MORE OR LESS.

MERIDIAN OF FIESTA ISLES SUBDIVISION



VICINITY MAP N.T.S.



PRELIMINARY PLAT OF "LOTS 13A AND 13B, BLOCK 195, FIESTA ISLES SUBDIVISION"

BEING A RE-PLAT OF LOT NUMBER THIRTEEN (13), BLOCK NUMBER ONE HUNDRED NINETY-FIVE (195), FIESTA ISLES BEING PADRE BEACH SECTION XII, CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.

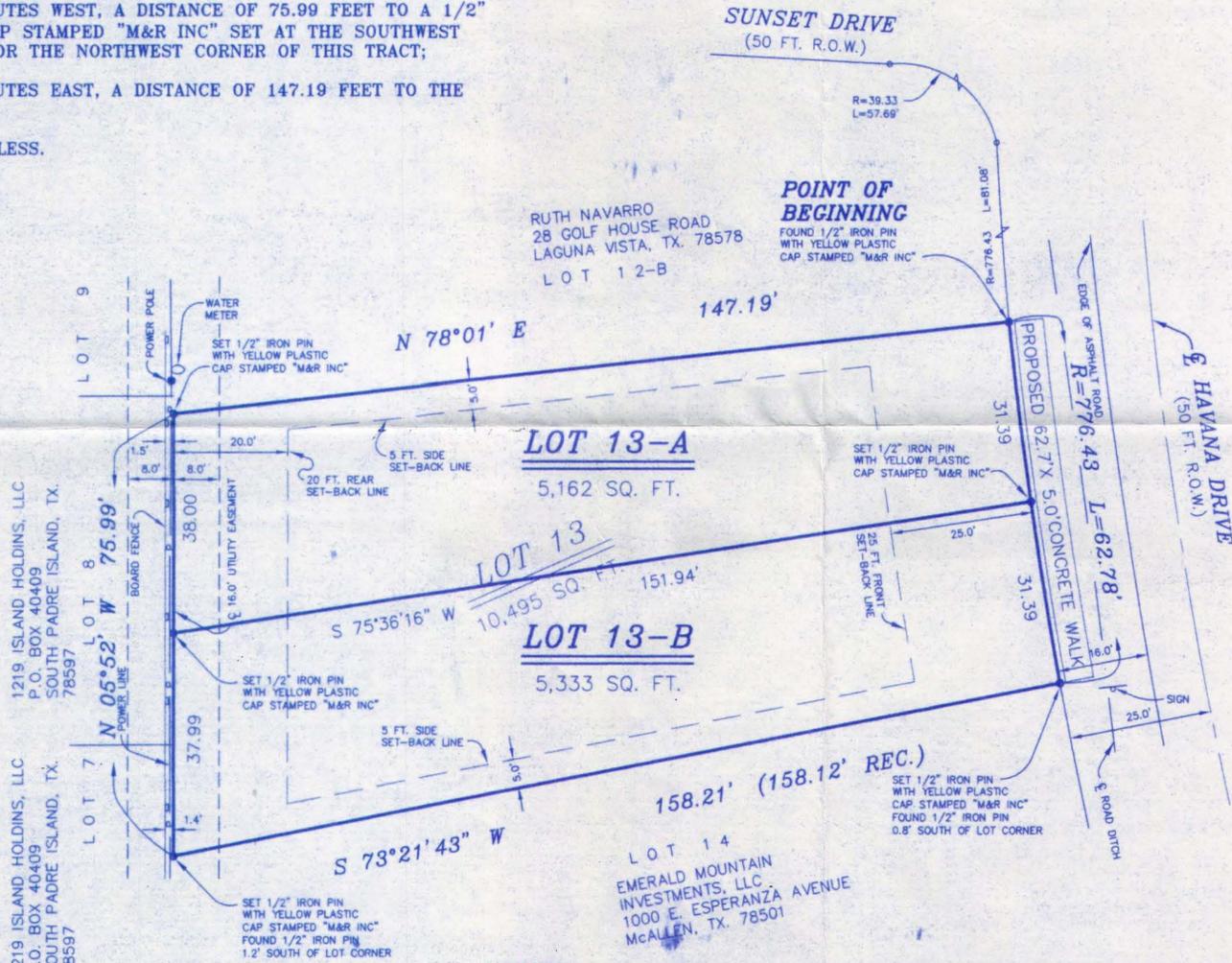
SCALE: 1" = 20'
PREPARED FOR:

DHANSUKH R. PATEL
APRIL 18, 2016

Mejia & Rose, Incorporated

Engineering Surveying
T.B.P.E. Reg. No. F-002670
T.B.P.L.S. Reg. No. 10023900
1643 West Price Road (956) 544-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3068
email: mandrinc@cngmail.com

G.F. NO. N/A JOB NO. 19815
S.TROWBRIDGE



OWNER:
DHANSUKH R. PATEL
P.O. BOX 3696
S.P.I., TEXAS 78597
(956) 341-4696 OFFICE
(956) 544-3088 FAX

1219 ISLAND HOLDINGS, LLC
P.O. BOX 40409
SOUTH PADRE ISLAND, TX.
78597

EMERALD MOUNTAIN INVESTMENTS, LLC
1000 E. ESPERANZA AVENUE
McALLEN, TX. 78501

NOTES:

- 1). MONUMENTATION FOUND ALONG THE WEST RIGHT-OF-WAY LINE OF HAVANA DRIVE WAS HELD FOR BASIS OF BEARING.
- 2). THIS TRACT LIES IN FLOOD ZONE "AE" (ELEV. 8) AS PER THE F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480115, PANEL NO. 0001D, REVISED MARCH 9, 1999.
- 3). REFERENCE NGS BENCH MARK "E 1436" (ELEV. 2.66) (N.G.V.D. 1929) AND IS LOCATED ON THE WEST RIGHT-OF-WAY LINE OF PADRE BOULEVARD BETWEEN GEORGIA RUTH DRIVE AND CAROLYN DRIVE.
- 4). THIS LOT IS ZONED "E" LOW DENSITY RESIDENTIAL DISTRICT, PER CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND. IT IS ACKNOWLEDGED, PER SECTION 20-10(D)(4)(b) OF THE SAID CODE, THAT THE SUBDIVIDED LOTS WILL BE RESTRICTED ONLY FOR ATTACHED SINGLE-FAMILY TOWNHOUSE DWELLINGS.
- 5). ZONE "E" SETBACKS PER SECTION 20-10 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND'S ZONING CODES.
- 6). PER SECTION 23.14(f), A DEVELOPER SHALL INSTALL A SIDEWALK ON A PUBLIC STREET RIGHT-OF-WAY, WHICH IS ONE (1) FOOT FROM THE FRONT LOT LINE. SIDEWALK SHALL BE A MINIMUM OF FIVE (5) FEET WIDE IN RESIDENTIAL AREAS AND, PER SECTION 23.15, A PERFORMANCE GUARANTEE SHALL BE SUBMITTED TO THE CITY.
- 7). THE SECTION OF SIDEWALK AT THE FUTURE DRIVEWAY LOCATION WILL BE REMOVED AT THE TIME THE DRIVEWAY IS BEING BUILT.

The undersigned hereby certifies that the survey described hereon was made on the ground on 02-03-16; that the only improvements on the ground are as shown; that there are no visible encroachments, visible overlappings, apparent conflicts, or visible easements, except as shown hereon. THIS CERTIFICATION IS ONLY VALID WITH AN ORIGINAL SIGNATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.



E.H. Mejia
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3900

METES & BOUNDS DESCRIPTION

0.241 ACRE (10,495 SQ. FT.) BEING ALL OF LOT NUMBER THIRTEEN (13), BLOCK NUMBER ONE HUNDRED NINETY-FIVE (195), FIESTA ISLES BEING PADRE BEACH SECTION XII, CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS, SAID 0.241 ACRE BEING MORE PARTICULARLY DESCRIBED AND LOCATED AS FOLLOWS:

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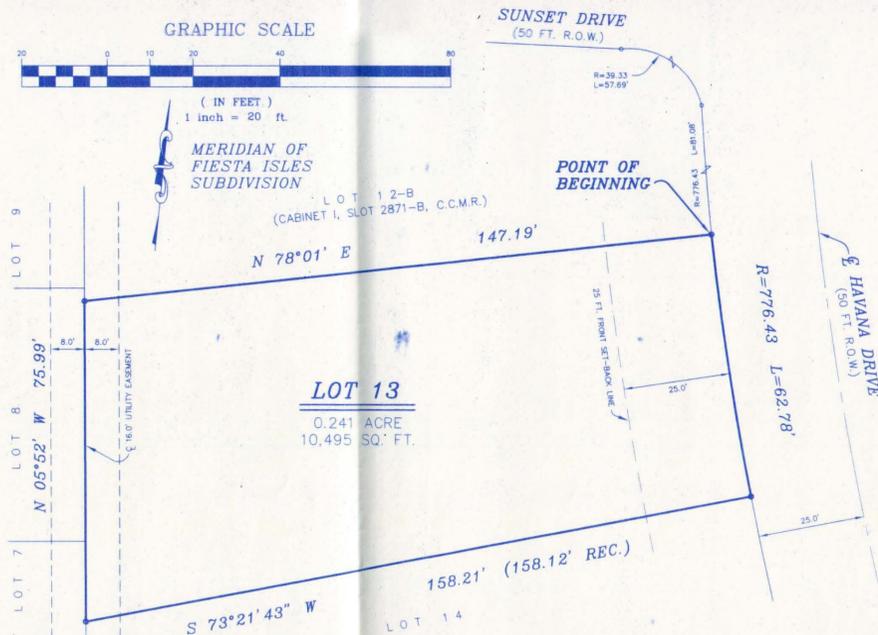
THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF HAVANA DRIVE BEING ON A CURVE TO THE LEFT WITH A RADIUS OF 776.43 FEET, AN ARC DISTANCE OF 62.78 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE NORTHEAST CORNER OF LOT 14, BLOCK 195, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, SOUTH 73 DEGREES 21 MINUTES 43 SECONDS EAST, A DISTANCE OF 158.21 FEET (158.12 RECORD) TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE NORTHWEST CORNER OF LOT 14, BLOCK 195, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 05 DEGREES 52 MINUTES WEST, A DISTANCE OF 75.99 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE NORTHWEST CORNER OF LOT 12-B, BLOCK 195, FOR THE NORTHWEST CORNER OF THIS TRACT;

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CONTAINING, 0.241 ACRES, MORE OR LESS.

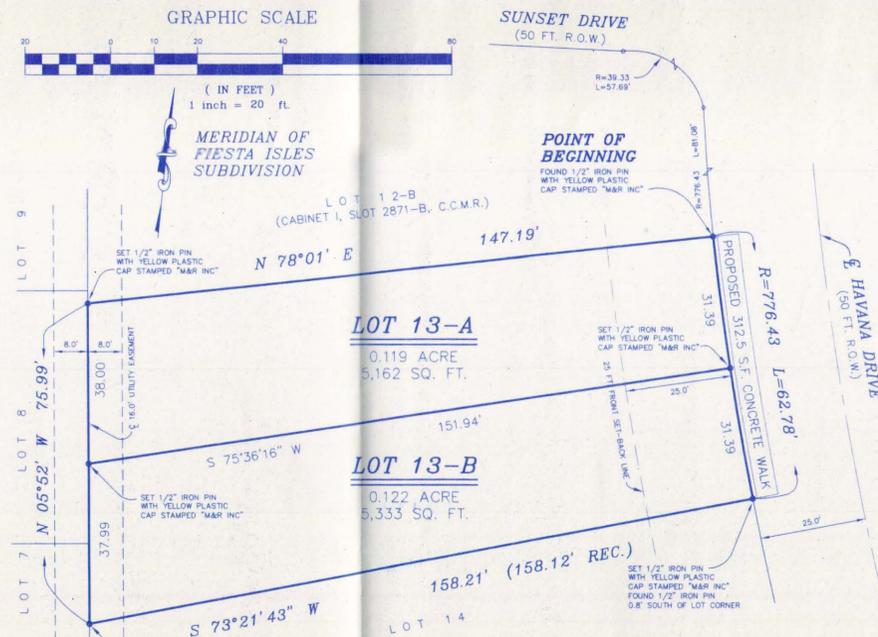


PROPERTY PRIOR TO REPLAT

(SCALE: 1" = 20')

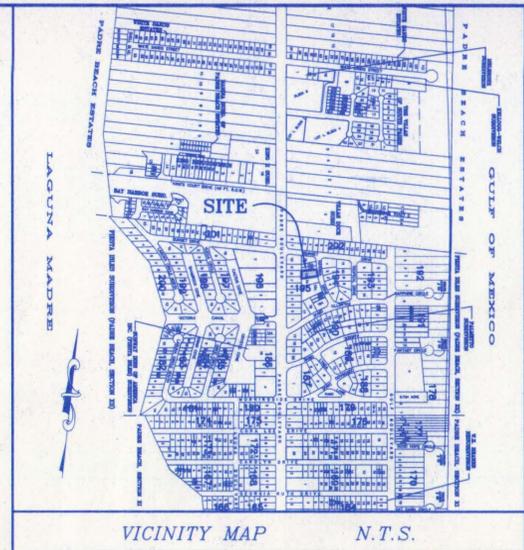
NOTES:

- MONUMENTATION FOUND ALONG THE WEST RIGHT-OF-WAY LINE OF HAVANA DRIVE WAS HELD FOR BASIS OF BEARING.
- THIS TRACT LIES IN FLOOD ZONE "AE" (ELEV. 8) AS PER THE F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480115, PANEL NO. 0001D, REVISED MARCH 9, 1999.
- REFERENCE NGS BENCH MARK "E 1436" (ELEV. 2.66) (N.G.V.D. 1929) AND IS LOCATED ON THE WEST RIGHT-OF-WAY LINE OF PADRE BOULEVARD BETWEEN GEORGIA RUTH DRIVE AND CAROLYN DRIVE.
- THIS LOT IS ZONED "E" LOW DENSITY RESIDENTIAL DISTRICT, PER CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND. IT IS ACKNOWLEDGED, PER SECTION 20-10(D)(4)(b) OF THE SAID CODE, THAT THE SUBDIVIDED LOTS WILL BE RESTRICTED ONLY FOR ATTACHED SINGLE-FAMILY TOWNHOUSE DWELLINGS.
- ZONE "E" SETBACKS PER SECTION 20-10 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND'S ZONING CODES.
- PER SECTION 23.14(1), A DEVELOPER SHALL INSTALL A SIDEWALK ON A PUBLIC STREET RIGHT-OF-WAY, WHICH IS ONE (1) FOOT FROM THE FRONT LOT LINE. SIDEWALK SHALL BE A MINIMUM OF FIVE (5) FEET WIDE IN RESIDENTIAL AREAS AND, PER SECTION 23.15, A PERFORMANCE GUARANTEE SHALL BE SUBMITTED TO THE CITY.
- THE SECTION OF SIDEWALK AT THE FUTURE DRIVEWAY LOCATION WILL BE REMOVED AT THE TIME THE DRIVEWAY IS BEING BUILT.



REPLAT

(SCALE: 1" = 20')



STATE OF TEXAS
COUNTY OF CAMERON
I, THE UNDERSIGNED, DHANSUKH R. PATEL, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS "LOTS 13A AND 13B, BLOCK 195, FIESTA ISLES SUBDIVISION", WITHIN THE CITY OF SOUTH PADRE ISLAND OR ITS E.T.I. AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE APPROPRIATE PUBLIC OR PRIVATE ENTITY FOR THE BENEFIT OF THE PUBLIC OR PRIVATE LAND OWNERS, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OR CONSIDERATION THEREIN EXPRESSED.

DHANSUKH R. PATEL
DATE: 5/2/16

STATE OF TEXAS
COUNTY OF CAMERON
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, DHANSUKH R. PATEL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS PLAT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 12 DAY OF May, 2016.
Notary Public: Yolanda Almaguer, My Commission Expires 07/22/2016, County: Cameron

STATE OF TEXAS
COUNTY OF CAMERON
I, THE UNDERSIGNED, MR. AL VILLARREAL, SENIOR EXECUTIVE VICE PRESIDENT OF INTERNATIONAL BANK OF COMMERCE, DULY AUTHORIZED OFFICER OF THE LIENHOLDER OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING HEREIN AS LOTS 13A AND 13B, BLOCK 195, FIESTA ISLES SUBDIVISION, WITHIN THE CITY OF SOUTH PADRE ISLAND, TEXAS, OR ITS E.T.I. DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATING OF THE PROPERTY AS PROVIDED FOR HEREIN.

MR. AL VILLARREAL, SENIOR EXECUTIVE VICE PRESIDENT OF INTERNATIONAL BANK OF COMMERCE.
DATE: 5/4/2016

STATE OF TEXAS
COUNTY OF CAMERON
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. AL VILLARREAL, SENIOR EXECUTIVE VICE PRESIDENT OF INTERNATIONAL BANK OF COMMERCE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS PLAT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF May, 2016.
Notary Public: Alicia Marie Pinal, My Commission Expires July 3, 2018, County: Cameron

FINAL PLAT OF "LOTS 13A AND 13B, BLOCK 195, FIESTA ISLES SUBDIVISION"

BEING A RE-PLAT OF LOT NUMBER THIRTEEN (13), BLOCK NUMBER ONE HUNDRED NINETY-FIVE (195), FIESTA ISLES BEING PADRE BEACH SECTION XII, CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP, RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.

SCALE: 1" = 20'
PREPARED FOR:
DHANSUKH R. PATEL
APRIL 18, 2016

Mejia & Rose, Incorporated
Engineering Surveying
T.B.P.E. Reg. No. F-002670
T.B.P.L.S Reg. No. 10023900
1643 West Price Road (956) 544-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3068
email: mandrinc@engmail.com

OWNER:
DHANSUKH R. PATEL
P.O. BOX 3696
S.P.I., TEXAS 78597
(956) 341-4696 OFFICE
(956) 544-3068 FAX

SURVEYOR'S CERTIFICATION:

I, EDUARDO H. MEJIA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

Eduardo H. Mejia
REG. PROFESSIONAL LAND SURVEYOR
NO. 3900



STATE OF TEXAS COUNTY OF CAMERON

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS, REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF "LOT 13, BLOCK 195, FIESTA ISLES SUBDIVISION", DEPICTED HEREON.

APPROVED: Tony Yzaguirre, Jr. 5/2/2016
ASSESSOR AND COLLECTOR OF TAXES, CAMERON COUNTY, TEXAS.
ASSESSOR AND COLLECTOR OF TAXES, POINT ISABEL INDEPENDENT SCHOOL DISTRICT.



LAGUNA MADRE WATER DISTRICT'S CERTIFICATION

THE SUBJECT PROPERTY, AS SHOWN ON THIS PLAT, HAS EXISTING WATER AND SEWER FACILITIES THAT ARE IN COMPLIANCE WITH THE TEXAS WATER CODE SECTION 16.343, AS AMENDED.

Carlos J. Galvan, Jr. 05/05/16
GENERAL MANAGER
LAGUNA MADRE WATER DISTRICT

STATE OF TEXAS COUNTY OF CAMERON

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SOUTH PADRE ISLAND, THIS THE ___ DAY OF ___, 2016.

PLANNING AND ZONING COMMISSION CHAIR PUBLIC WORKS DIRECTOR

STATE OF TEXAS COUNTY OF CAMERON

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, certify that the plat bearing this certificate was filed and duly recorded on the ___ day of ___, 2016 at ___ O'clock ___ M in the Map Records of Cameron County, Texas, Document No. ___.

By: _____ Deputy

**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

MEETING DATE: May 19, 2016

ITEM: 6

TO: Planning and Zoning Commission

FROM: Sungman Kim, Director of Development Services

ITEM DESCRIPTION:

Discussion and action regarding the proposed replat of "Lots 1-4 and 33-36, Block 128, Padre Beach Section IX Subdivision" to merge the lands into "Lot 1A".

DISCUSSION:

The Ownership

1. The entire lots belong to Montefe, S. de R.L. according to the General Warranty Deed dated October 9, 2009 and records of 2016 Cameron County Property Appraisals Office.
2. The owner wants to build a Dollar General store by combining the lands.
3. The provided site plan is only for information purposes.

Location



**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

The Requirements

- 1. The site has been zoned for “Padre Boulevard Central (PBC)” District.

Aerial Photo



- 2. Sidewalk Guarantee
Engineer’s estimate for the sidewalk performance guarantee was provided for \$22,050.0 and, upon approval of Public Works Director, the payment was made by a check.

Staff Recommendation

The proposed subdivision meets all minimum requirements of Section 20 Zoning and Section 23 Subdivision Regulations.
The replat is not requiring street, access drive, and/or utility installation; staff does not require any changes in the preliminary plat as submitted; and, per Section 23.10, staff recommends approving this item through a fast track process.

COMMISSION ACTION:

MOTION:

BY: _____ SECOND BY: _____

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.476 ACRES (64,322.64 SQUARE FEET), SITUATED IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, 3, 4, 33, 34, 35, AND 36, OF BLOCK 128, PADRE BEACH SECTION IX, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 28, CAMERON COUNTY MAP RECORDS, SAID 1.476 ACRES (64,322.64 SQUARE FEET) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND (NORTHING: 16570561.494, EASTING: 1421042.012) AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 128 AND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF VENUS LANE, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 06°35'52" E ALONG THE EAST LINES OF SAID LOTS 4 AND 33, BLOCK 128, AT A DISTANCE OF 125.00 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 128 AND THE NORTHEAST CORNER OF SAID LOT 33, BLOCK 128, CONTINUING A TOTAL DISTANCE OF 250.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16570313.149, EASTING: 1421070.737) AT THE SOUTHEAST CORNER OF SAID LOT 33, BLOCK 128 AND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF SATURN LANE, FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, S 83°24'08" W ALONG THE SOUTH LINES OF SAID LOTS 33, 34, AND 36, BLOCK 128, AND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF SATURN LANE, AT A DISTANCE OF 50.00 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 33, BLOCK 128 AND THE SOUTHWEST CORNER OF SAID LOT 34, BLOCK 128, AT A DISTANCE OF 100.00 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 34, BLOCK 128, AND THE SOUTHWEST CORNER OF SAID LOT 36, BLOCK 128, CONTINUING A TOTAL DISTANCE OF 257.44 FEET TO A NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 36, BLOCK 128 AND THE EXISTING EAST RIGHT-OF-WAY LINE OF PADRE BOULEVARD, FOR THE SOUTHWEST CORNER OF THIS TRACT;

3. THENCE, N 06°31'52" W (N6°00'00" RECORDED MAP CALL) ALONG THE WEST LINES OF SAID LOTS 36, 35, 2, AND 1, BLOCK 128, AND THE EXISTING EAST RIGHT-OF-WAY LINE OF PADRE BOULEVARD, AT A DISTANCE OF 62.50 FEET PASS THE NORTHWEST CORNER OF SAID LOT 36, BLOCK 128 AND THE SOUTHWEST CORNER OF SAID LOT 35, BLOCK 128, AT A DISTANCE OF 125.00 FEET PASS THE NORTHWEST CORNER OF SAID LOT 35, BLOCK 128 AND THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 128, AT A DISTANCE OF 187.50 FEET PASS THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 128 AND THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 128, CONTINUING A TOTAL DISTANCE OF 250.00 FEET TO A NO. 4 REBAR SET AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 128 AND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF VENUS LANE, FOR THE NORTHWEST CORNER OF THIS TRACT;

4. THENCE, N 83°24'08" E ALONG THE NORTH LINES OF SAID LOTS 1, 3, AND 4, BLOCK 128, AND THE EXISTING SOUTH RIGHT-OF-WAY LINE OF VENUS LANE, AT A DISTANCE OF 157.14 (157.144) FEET PASS THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 128 AND THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 128, AT A DISTANCE OF 207.14 FEET PASS THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 128 AND THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 128, CONTINUING A TOTAL DISTANCE OF 257.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.476 ACRES (64,322.64 SQUARE FEET) OF LAND, MORE OR LESS.

- LEGEND**
- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - FOUND NO. 4 REBAR
 - ⊕ BENCH MARK
 - ⊙ SET SQUARE CUT

LAGUNA MADRE WATER DISTRICT'S CERTIFICATION

THE SUBJECT PROPERTY, AS SHOWN ON THIS PLAT, HAS EXISTING WATER AND SEWER FACILITIES THAT ARE IN COMPLIANCE WITH THE TEXAS WATER CODE SECTION 16.343, AS AMENDED.

CARLOS J. GALVAN JR., GENERAL MANAGER
LAGUNA MADRE WATER DISTRICT

DATE: _____

STATE OF TEXAS,
COUNTY OF CAMERON.

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF LOT 1A, BLOCK 128, PADRE BEACH SUBDIVISION, SECTION IX, DEPICTED HEREON.

APPROVED: _____ DATE: _____
TONEY YZAGUIRRE, ASSESSOR AND COLLECTOR OF TAXES, CAMERON COUNTY
ASSESSOR AND COLLECTOR OF TAXES, POINT ISABEL INDEPENDENT SCHOOL DISTRICT

RECOMMENDED FOR APPROVAL

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SOUTH PADRE ISLAND, THIS THE _____ DAY OF _____, 20____

PLANNING AND ZONING COMMISSION CHAIR PUBLIC WORKS DIRECTOR

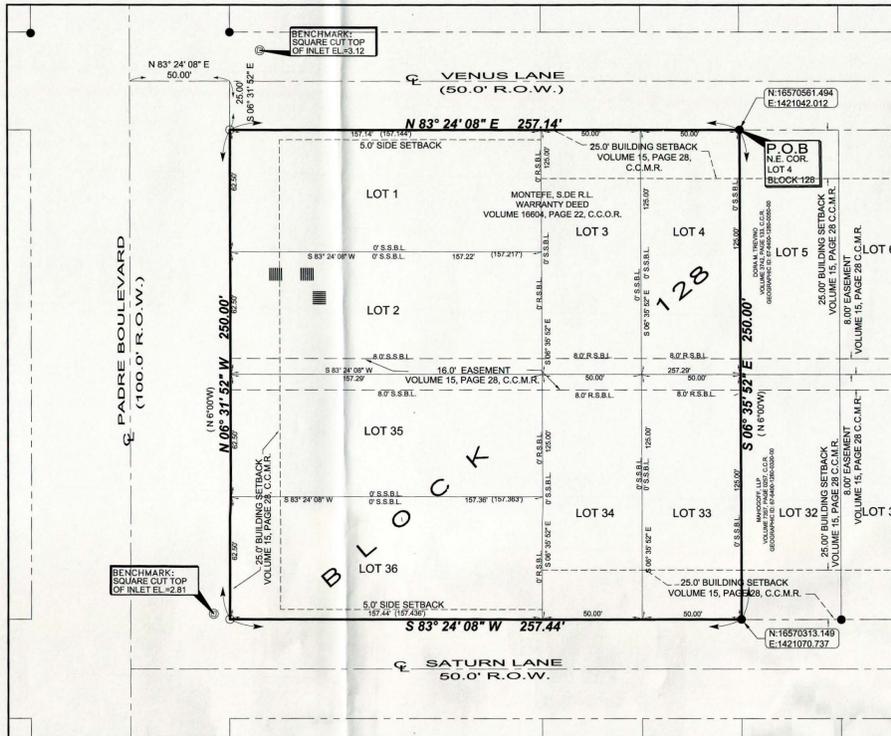
STATE OF TEXAS,
COUNTY OF CAMERON.

I, SILVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND DULY RECORDED ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK, _____ M. IN THE MAP RECORDS OF CAMERON COUNTY, TEXAS, DOCUMENT No. _____.

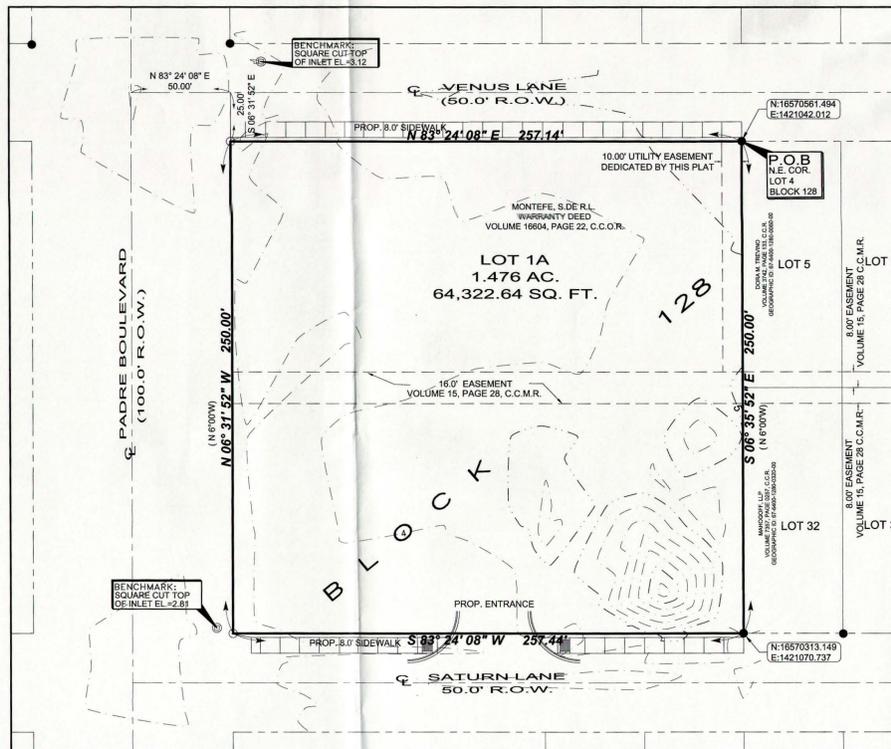
BY: _____ DEPUTY

NOTES:

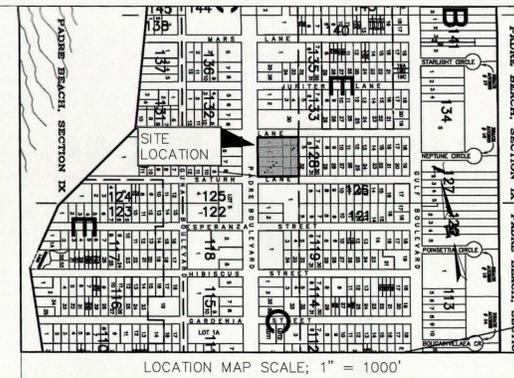
- THIS TRACT LIES IN FLOOD ZONE "AE" (ELEV. 6), AS PER THE FEMA COMMUNITY-PANEL NUMBER 480115 0001 D MAP REVISED MARCH 9, 1999.
- LOTS 1, 2, 3, 4, 33, 34, 35 AND 36 ARE ZONED PADRE BOULEVARD CENTRAL ZONE, PER SECTION 6.6 OF THE PADRE BOULEVARD AND ENTERTAINMENT DISTRICT CODE OF THE CITY OF SOUTH PADRE ISLAND.
- SETBACKS PER SECTION 6.6.2 ii. OF THE PADRE BOULEVARD AND ENTERTAINMENT DISTRICT CODE OF THE CITY OF SOUTH PADRE ISLAND.
- BENCH MARK: SQUARE CUT FOUND ON TOP OF TYPE "A" INLET LOCATED AT THE SOUTHWEST CORNER OF THIS SUBDIVISION, ELEV. 2.81.



PROPERTY PRIOR TO REPLAT



REPLAT



STATE OF TEXAS,
COUNTY OF CAMERON

I, THE UNDERSIGNED, MONTEFE, S. DE R.L., OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATE HEREIN AS "LOT 1A, BLOCK 128, PADRE BEACH SECTION IX, SUBDIVISION", WITHIN THE CITY OF SOUTH PADRE ISLAND OR ITS ETJ, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE APPROPRIATE PUBLIC OR PRIVATE ENTITY FOR THE BENEFIT OF THE PUBLIC OR PRIVATE LAND OWNERS, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

MONTEFE, S. DE R.L.
103 COUNTRY CLUB ROAD
BROWNSVILLE, TEXAS 78520

DATE: _____

STATE OF TEXAS,
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MONTEFE, S. DE R.L., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES _____

STATE OF TEXAS,
COUNTY OF HIDALGO.

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES ARE AS FOLLOWS:
WATER FACILITIES ARE ESTIMATED TO COST \$6,500.00
SEWAGE FACILITIES ARE ESTIMATED TO COST \$1,500.00

DATED THIS THE _____ DAY OF _____, 2016.

KELLEY A. HELLER-VELA, P.E. # 97421
DATE PREPARED: 04-08-2016
ENGINEERING JOB No. 16039.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435



STATE OF TEXAS,
COUNTY OF HIDALGO.

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF LOT 1A, BLOCK 128, PADRE BEACH SECTION IX, SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 02-18-16, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, R.P.L.S. # 4750
DATE SURVEYED: 02-18-16
T- 1011, PAGE 19-22
SURVEY JOB No. 16039.08

DATE: _____



**RECORD PLAT OF
LOT 1A, BLOCK 128, PADRE BEACH
SECTION IX SUBDIVISION
1.476 ACRES (64,322.64 SQ. FT.)
BEING ALL OF LOTS 1, 2, 3, 4, 33, 34, 35, AND 36,
BLOCK 128
PADRE BEACH SECTION IX
VOLUME 15, PAGE 28 C.C.M.R.
CITY OF SOUTH PADRE ISLAND
CAMERON COUNTY, TEXAS**

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435



MELDEN & HUNT, INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. MONTROE OFF: (956) 381-0981
EDINBURG, TX 78541 FAX: (956) 381-1839
227 N. F.M. 3167 OFF: (956) 487-8256
800 GRANDE CITY, TX 78082 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

DRAWN BY: _____ DATE: _____
SURVEYED, CHECKED, _____ DATE: _____
FINAL CHECK _____ DATE: _____

**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

MEETING DATE: May 19, 2016

ITEM: 7

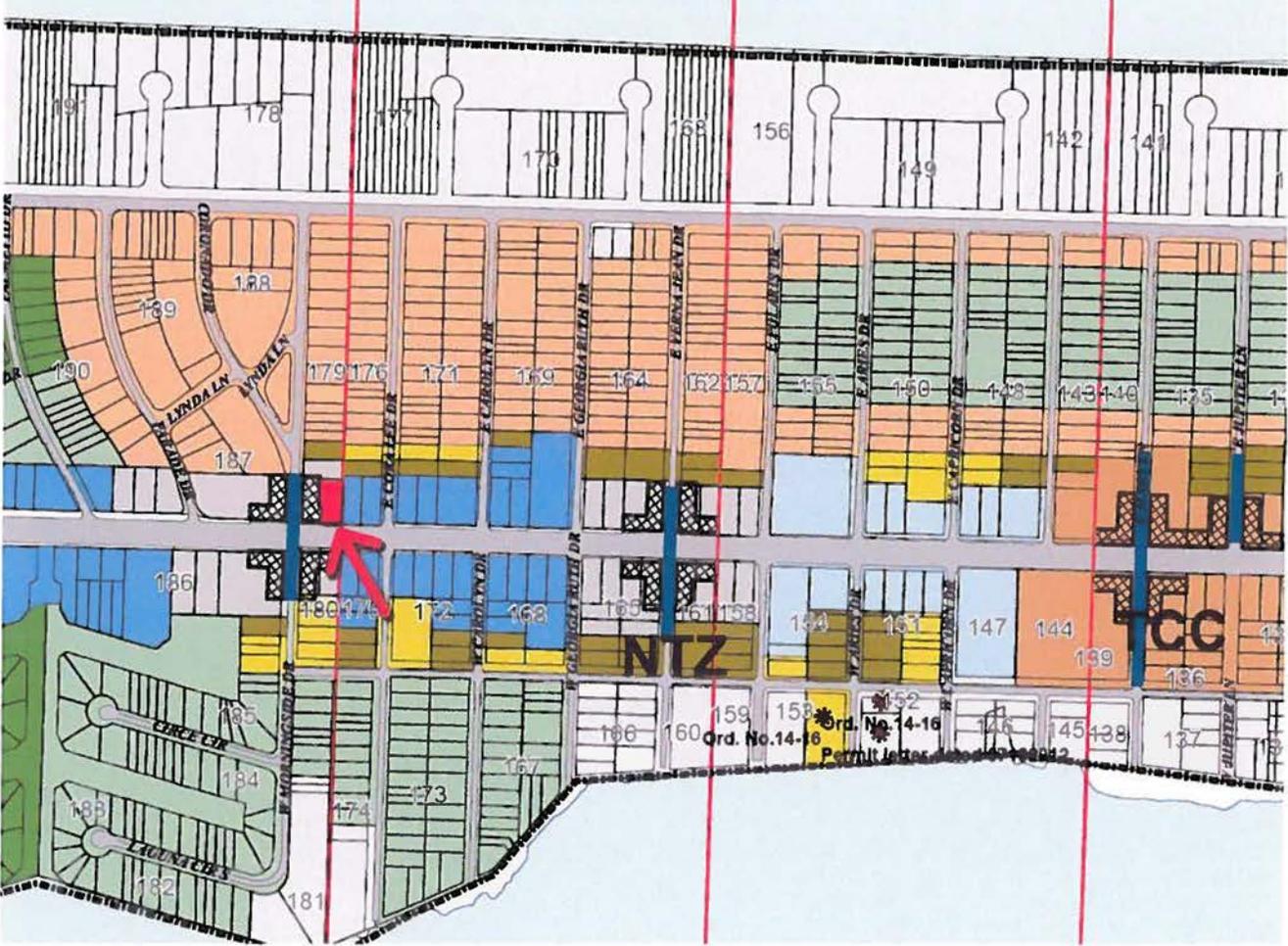
SPONSOR / ORIGINATOR: Outcomes Detox Center

ITEM DESCRIPTION:

Discussion and action regarding a Specific Use Permit as a 'Substance Abuse Treatment Facility' for 5508 Padre Boulevard (Lot 1, Block 179).

DISCUSSION:

Location & Zoning Map



The Request: The Outcomes Detox Center would like to use the property as a Substance Abuse Treatment Facility.

Consistency with the Comprehensive Plan:

The Comprehensive Plan Chapter VI. Economic Development generally justifies expansion of local businesses.

Policy 1.1.4: The City shall become one of the most business-friendly cities in the United States.
Strategy 1.1.4.2: Tough restrictions on local business expansion should be removed.
Strategy 1.1.4.3: The City should establish programs encouraging and investing in local workforces

**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

On the other hand, the City needs to balance the supply of land uses and ways to control this trends shall be seek by refining Section 20 Zoning of the City's Code of Ordinance.

Related Zoning Regulations:

The lot has been designated as "NC (Neighborhood Crossing)" District.

Table 5.1 Schedule of Uses (Land Use) of Padre Boulevard and Entertainment District Code specifies that "nursing, supervision, and other rehabilitation services including substance abuse clinics" may be authorized through the Specific Use Permit process that meets standards in Chapter 20-24 of the City Code of Ordinances.

Sec.20-24 Specific Use Permits, as follows:

(A) Purpose and Intent

- (1) The City Council of the City of South Padre Island, Texas, after a public hearing and proper notice to all parties affected and after recommendations by the Planning & Zoning Commission may authorize the issuance of Specific Use Permits.
- (2) The purpose and intent of a Specific Use Permit is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of a Specific Use Permit application.

(B) Procedure

- (1) The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a Specific Use Permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and design characteristics of any building or use proposed.
- (2) The City Council may, in the interest of the public welfare and to insure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.
- (3) All Specific Use Permit approved in accordance with the provisions of this ordinance in its original form or as hereafter amended shall be referenced on the Zoning Map.

Permit & Market Status:

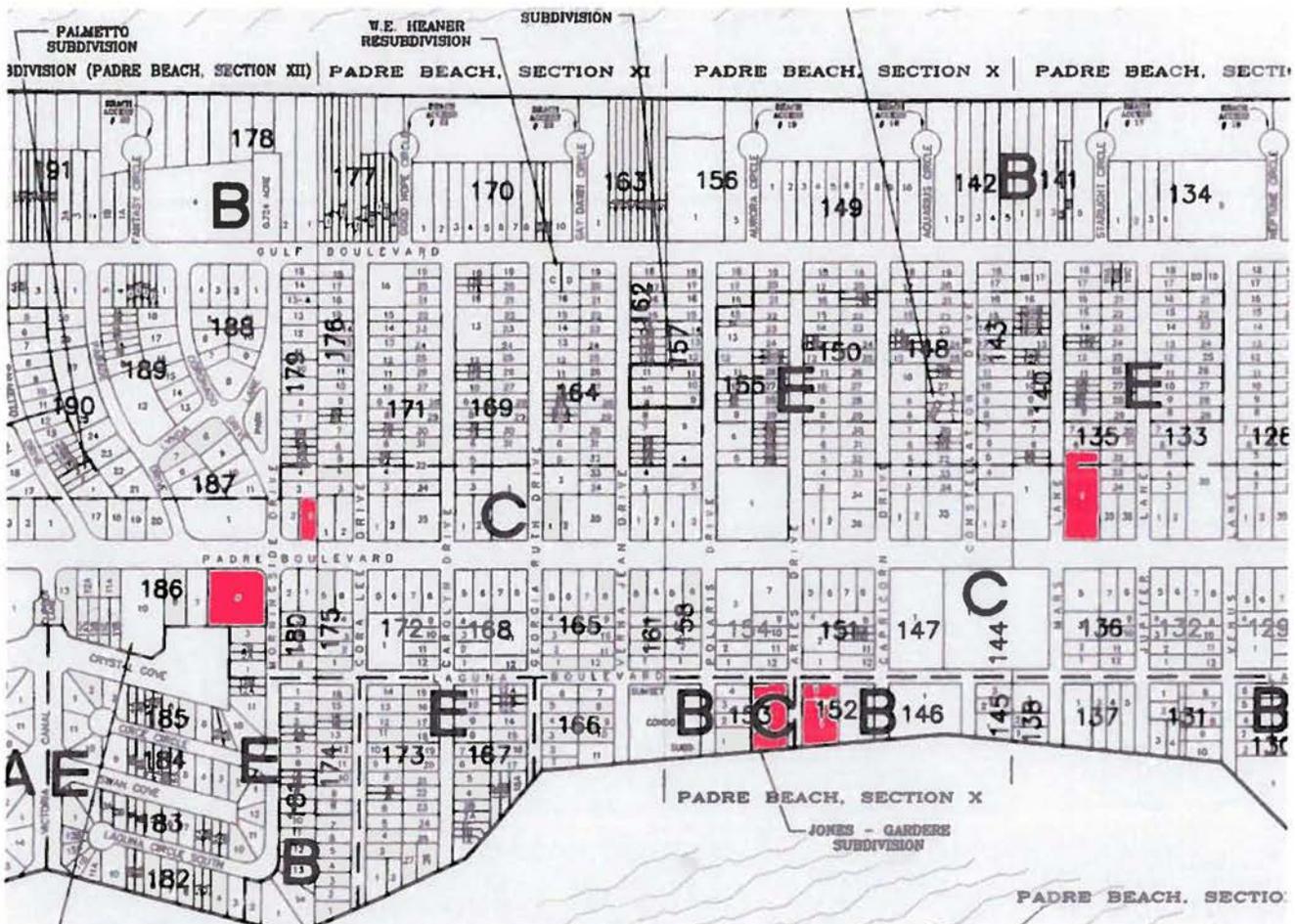
There is a building (Casa Bella Hotel) with the same permit (for a substance abuse treatment facility) just across the road and it is available for the business and yet not been utilized for. Also, the Origins demolished Scampi's building and there has not been any construction work since then.

Staff questioned the applicant if he/she can work with Casa Bella Hotel rather than applying for a new specific use permit, and found that it did not work out for the applicant.

**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

The City's specific use permit runs through the site specific (since it requires some conditions with site modifications) and does not expire. As Dr. Jorge R. Guevara commented on this letter dated May 10, 2016, the City may need to amend Sec.20-24(B)(3) to provide conditions for and dates of the permit expiration.

	Living Area	Lot Area	Beds	MISC
206 Aries	0.0	28,314.0	60	Vacant (to be 4-story bldg.)
207 Aries	3,630.0	21,113.5	40	The Origins for Women
201 Aries	2,644.0	6,250.9		Office
4610 Padre	12,070.0	38,315.4	40	The Origins for Men
5601 Padre	21,706.0	39,922.9		Casa Bella Hotel
5508 Padre	1,982.0	8,886.2	20	The Subject Site



It is noted that the building on the subject site provides the smallest living space for the use of a substance abuse treatment facility. The use of 201 Aries for the Origins has been for offices and operated in conjunction with the use of 207 Aries. The use of 206 Aries was to join the size with both 201 and 207 Aries.

PLANNING & ZONING COMMISSION AGENDA REQUEST FORM

On the other hand, it is also noted, according to the letter from Dr. Guevara dated May 10, 2016, that the building at 5508 Padre Blvd satisfies the DSHS (Texas Dept. of State Health Services) requirements to house a small, treatment center.

Compatibility Analysis:

The site is small and surrounded by non-residential uses. However, residential buildings exist within 100 feet from the property lines and conflicts with them may exist.

Direction	Zone	Current Use
North	Neighborhood Crossing	Kelly's Restaurant
East	Neighborhood Crossing	Laguna Madre Water Mgt. District
South	Padre Blvd. North	Treasure Trove Resale Shop
West	Neighborhood Crossing	Vacant Lot

Impact Analysis:

1. Uses Proposed
Interior plans include a nursing office/treatment room, counselling area, living area, dining area, reception area, and client housing rooms (which will contain approximately 20 beds).
2. Parking
14 parking spaces will be provided, which is more than what 6.4.3 of PBEDC requires (min. 1 space / 500 sq. ft. for non-residential uses)
3. Noise
Noise issues may not be a problem since the site is surrounded by non-residential properties.
4. Kitchen Odors
There is no intent to build an industrial grade kitchen on site. All means for the facility clients will be prepared off site and will be catered in.
5. Safety
For the use of substance abuse treatment facilities, neighbors particularly concern about safety issues. These issues, whether factual or not, need to be addressed. In the past, to minimize potential interactions with neighbors, staff recommended a campus-style development with fences.

STAFF RECOMMENDATIONS / COMMENTS:

Staff recommends the Commission approve the Specific Use Permit for Outcomes Detox Center to utilize the subject properties for a Substance Abuse Treatment Facility with the following conditions:

1. The proposed intensity shall be kept and maintained as a 2-story building with maximum 20 beds licensed by Texas Department of State Health Services;

**PLANNING & ZONING COMMISSION
AGENDA REQUEST FORM**

2. The business shall not operate an outpatient methadone dispensary/clinic, or any variation thereof;
3. The applicant shall operate a Substance Abuse Treatment Facility that only allows voluntary entry by persons, and such entry shall only be allowed after the applicant has used commercially reasonable efforts to administer their screening program to avoid entry by persons having a violent criminal history. It shall be a violation of this permit if the Substance Abuse Treatment Facility allows entry by any person (1) as part of a criminal justice program, such as pretrial diversion; (2) pursuant to a Court order;
4. 24 hour onsite client supervision shall be provided and the existing wall/fence shall be maintained for security purposes;
5. The applicant agrees that it is an express condition of this Specific Use Permit that the applicant must maintain a Substance Abuse Treatment Facility License; and
6. Both the lot (Lot 1, Block 179) and the operator (Outcomes Detox Center) shall be the necessity condition for this Specific Use Permit and this permit is not transferable.

If the above is approved the approved recommendation will be sent to the City Council for review at their June 15th regular meeting.

COMMISSION ACTION:

MOTION: _____

BY: _____ SECOND BY: _____

McNulty	Huffman	Vance	Dollar	Bujanos	Teniente	Olle
Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No
Abstain	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

Marta Martinez

From: Dr. Sungman Kim
Sent: Thursday, May 12, 2016 4:01 PM
To: Marta Martinez
Subject: Fwd: Outcome Detox Center-Specific Use Request

For file.

Sent from my Verizon Wireless 4G LTE smartphone

Dr. Sungman Kim | Director of Development
PhD, MBA, MLA, AICP, ASLA/PLA, GISP, SPHR, SHRM-SCP
City of South Padre Island
4601 Padre Blvd. South Padre Island, Texas 78597
Office: 956-761-8113 | Cell: 956-407-2003 | Fax: 956-761-3898
E-mail: SKim@MySPI.org www.MySPI.org



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----- Original message -----

From: Paula Weeks <paulabweeks@yahoo.com>
Date: 05/12/2016 1:21 PM (GMT-06:00)
To: "Dr. Sungman Kim" <SKim@MySPI.org>
Subject: Outcome Detox Center-Specific Use Request

Hello Mr. Kim,

My name is Paula Weeks and I own a condominium at Parklane 1 unit 201. I am respectfully requesting that the Outcome Detox Center not be allowed to open at the requested site. I feel that having this center across Kelly's PUB will only entice the occupants of this center to patronize and it will defeat the purpose for their rehabilitation. I believe that the occupants of this center will be more successful if they are in a place away from where so much drinking and partying takes place--like the Island. By placing them at close proximity to a bar not only will it be detrimental to their success, but put many of the owners at risk because these people may try to break into their units and steal so they can obtain money for more drugs. I ask that you deny this request.

Thank you,

Paula B. Weeks 😊



April 4, 2016

City of South Padre Island
Planning and Zoning Commission
4601 Padre Blvd
South Padre Island, TX 78597

RE: Request for Specific Use Permit

Members of the Zoning and Planning Commission:

This request is for a Specific Use Permit for the following property, zoned PBS XII:
5508 Padre Blvd
South Padre Island, TX 78597

The following items accompany this application:

- Specific Use Permit Application
- Check in the Amount of \$250.00
- Authorization Letter from the Property Owner (Larry Mark Polsky)
- Stamped/Sealed & Dated Survey
- SPI Zoning Map, Google Maps
- Commercial Contract Agreement between Mr. Polsky and JRG Real Estate

The intended use of this property is for a recovery/temporary housing facility.

The existing building at 5508 Padre Blvd, will require only minimal cosmetic changes to the exterior of the building. The plans for the interior consist of a simple build out with no structural modifications, resulting in no construction impact to surrounding residences and businesses.

All meals for the facility clients will be prepared off site and will be catered in. There is no intent to build an industrial grade kitchen on site. Interior plans include a nursing office/treatment room, counseling area, living area, dining area, reception area, and client housing rooms (which will contain approximately 20 beds). There is a restriction against personal vehicles for the facility clients. Parking will be used for staff, and visitors. The parking area can accommodate at least 14 vehicles, which is sufficient to our needs, with no impact to surrounding businesses or neighborhoods.



CITY OF SOUTH PADRE ISLAND
ZONING APPLICATION

Options for zoning application: \$1,000 Rezoning, \$1,000 Planned Development District (PDD), \$250 Specific Use Permit (Sec. 20-24)

5508 Padre Blvd, South Padre Island, TX 78597
Property ID 108775
Geo ID: 67-1600-1790.0010-00

SUBJECT PROPERTY: Lot(s) Lot 1
Block(s) Block 179
Section(s) / Subdivision Fiesta Isles Subdivision
Intended Use of Property: Recovery Facility
Zoning District(s): PBS XII

PROPERTY OWNER: Larry Mark Polsky et al

OWNER MAILING ADDRESS: 5508 Padre Blvd.

CITY, STATE, ZIP: South Padre Island, TX 78597

PHONE NUMBER: (956) 761-1529

FAX NUMBER: ()

EMAIL:

An authorization letter from the Property Owner will be required, if applicant is not the property owner.

APPLICANT (if different from Owner): Outcomes Detox Center

APPLICANT MAILING ADDRESS: 425 East Los Edwards, Ste 100

CITY, STATE, ZIP: Brownsville, TX 78520

PHONE NUMBER: (956) 546-3116

FAX NUMBER: (956) 546-8793

EMAIL: spattom@maad.net

Include with this application:

- 1) Application fee
- 2) 10 copies of supporting document(s)
3) Stamped/sealed & dated survey
4) Proposed uses
5) Additional information (operating the time, functions, any expected impacts)
6) Location of any building proposed
7) Design (floor and section plan) of any building proposed (if available)
- 8) Digital copy of entire packet

Signature of Applicant

Date 4/5/2016



LARRY MARK POLSKY, ESQ.
TRIAL LAWYER

5508 Padre Blvd., Suite A - South Padre Island, TX 78597
Office: (956) 761-11AW - Fax: (956) 761-1599
mossad1947@sbcglobal.net

LICENSED:
Texas
Florida
Hawaii
District of Columbia

April 6, 2016

Sent Via Fax (956) 761-3888

City of South Padre Island
4601 Padre Blvd.
SPL, TX 78597

Re: Special Use Permit

Dear Sirs:

At your April 21, 2016 meeting, I hereby authorize JRG Real Estate to apply for a special use permit for my property located at 5508 Padre Blvd. for use as a "substance abuse facility."

I remain as always,

Respectfully yours,

A handwritten signature in purple ink that reads "Larry Mark Polsky".

Larry Mark Polsky, Esquire
Law Office of Larry Mark Polsky

LMP/tr

Cc: Antun Domit (via email)

20 0 20

Scale: 1" = 20'



FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "AE (EL 8)", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO 480115, PANEL NO. 0001, SUFFIX "D", REVISED MARCH 9, 1999

LEGEND

⊕	IRON ROD FOUND	⊕	POWER POLE
⊕	IRON ROD SET WITH CAP STAMPED "MOORE-6370"	⊕	GLY WIRE ANCHOR
⊕	TELEPHONE PEDESTAL	⊕	A/C UNIT
⊕	WATER METER	⊕	CLEANOUT
⊕	WATER VALVE	⊕	ELECTRIC JUNCTION BOX
		⊕	CABLE PEDESTAL

NOTES

1. BASIS OF BEARINGS AS PER FIESTA ISLES SUBDIVISION RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.
2. ADDRESS 5508 PADRE BLVD. SOUTH PADRE ISLAND, TEXAS 78597
3. COMMITMENT FOR TITLE INSURANCE WITH FILE NO. 702084445, ISSUED APRIL 27, 2016 WAS USED TO PREPARE THIS SURVEY

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON 04/28/2016, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPIINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN, THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

Cody Moore
 CODY MICHAEL MOORE, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6370
 DATE 4/28/2016

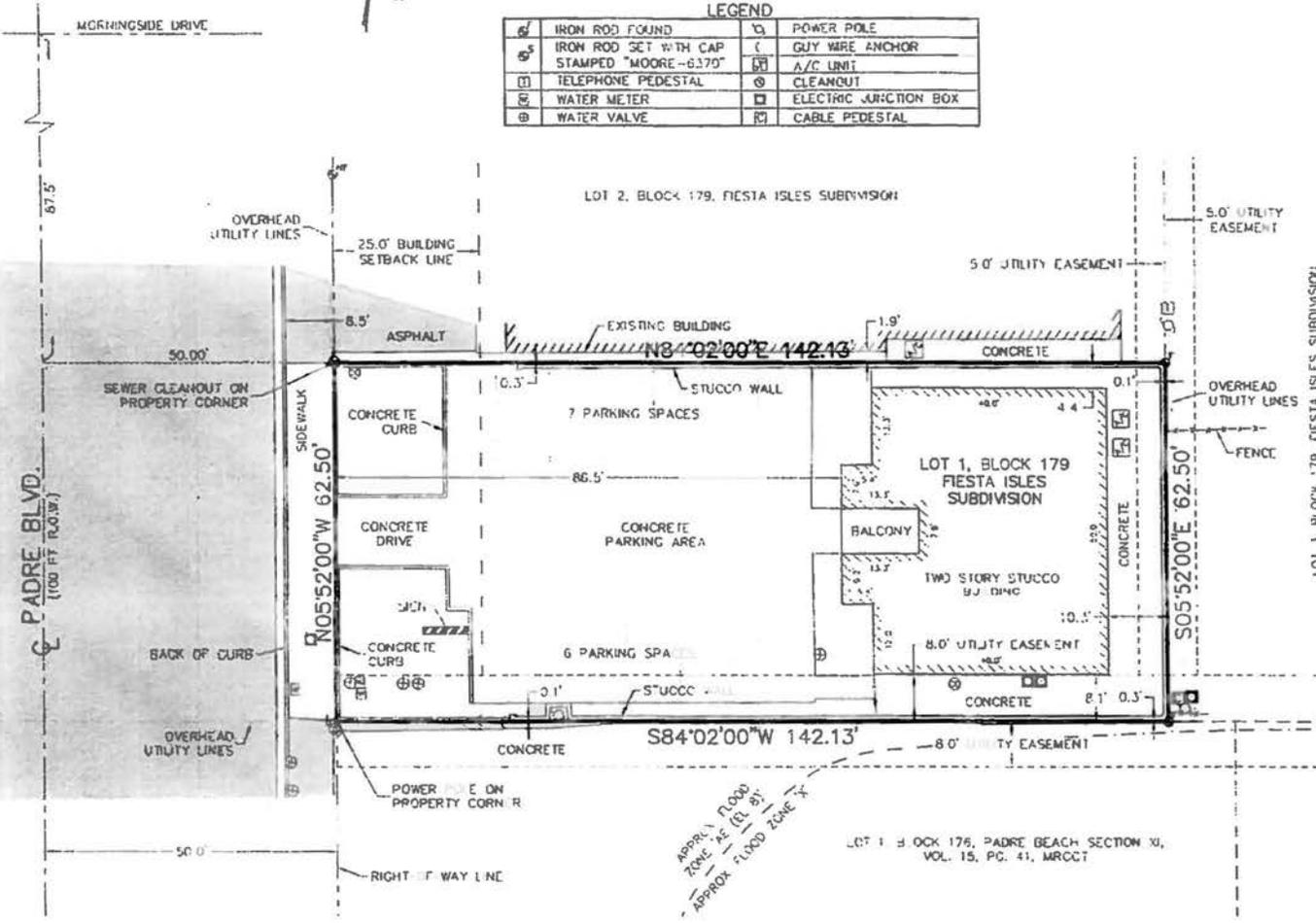


BOUNDARY SURVEY OF:
 LOT NUMBER ONE (1), BLOCK NUMBER ONE HUNDRED SEVENTY-NINE (179), FIESTA ISLES SUBDIVISION, BEING PADRE BEACH, SECTION XII, A SUBDIVISION IN THE TOWN OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS OF CAMERON COUNTY, TEXAS.

FOR: JRG REAL ESTATE AND/OR ASSIGNS
 DATE: 28 APRIL 2016 JOB NO. 20006

Moore Land Surveying, LLC

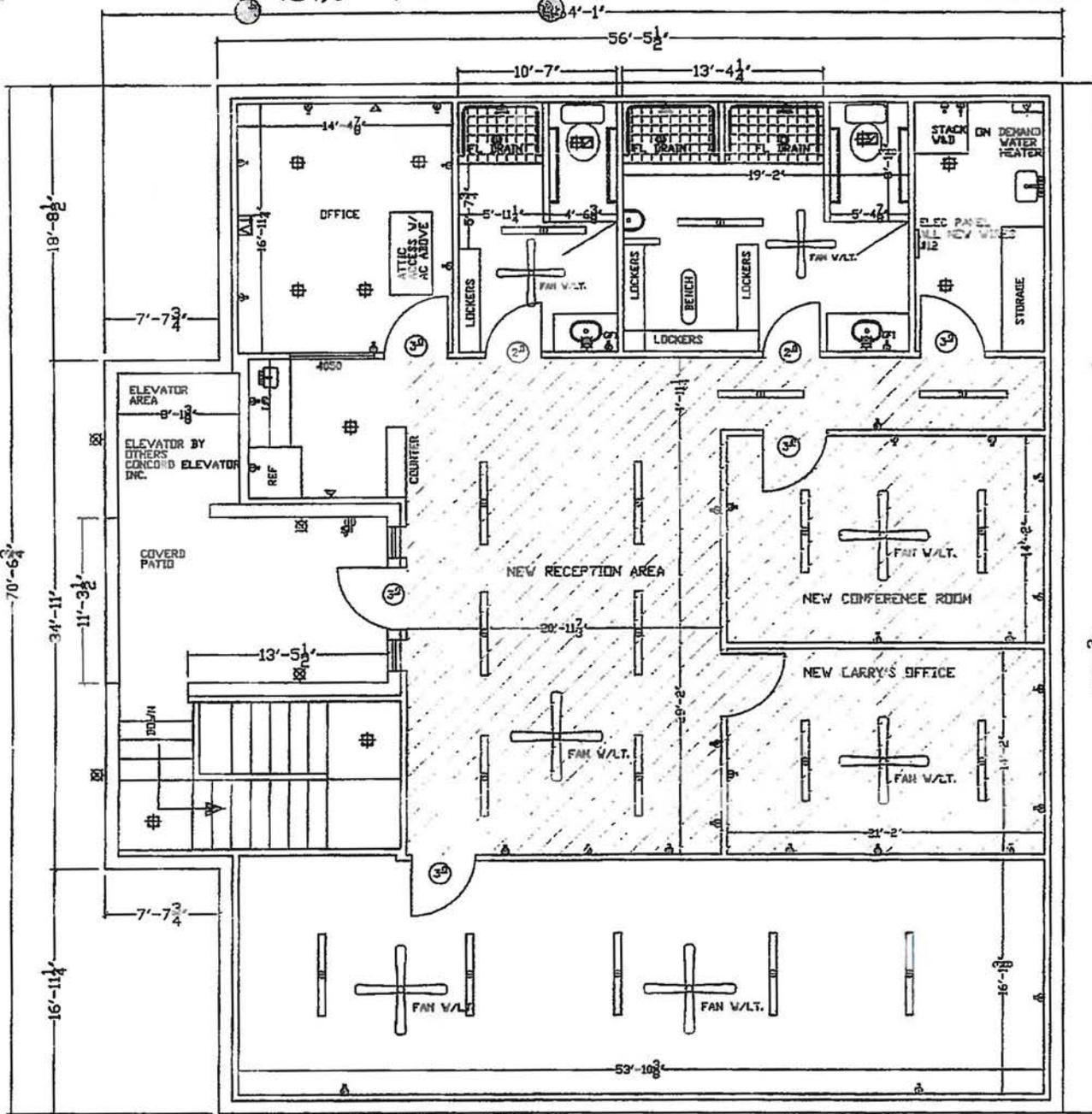
2309 Lakeshore Drive, Harlingen, TX 78552
 (956)245-0988 18PLS Firm No. 10194186



APPLY FLOOD ZONE "AE (EL 8)" APPROX. FLOOD ZONE "X"

LOT 1 BLOCK 179, PADRE BEACH SECTION XII, VOL. 15, PG. 41, MRCCT

LATER RENOVATION



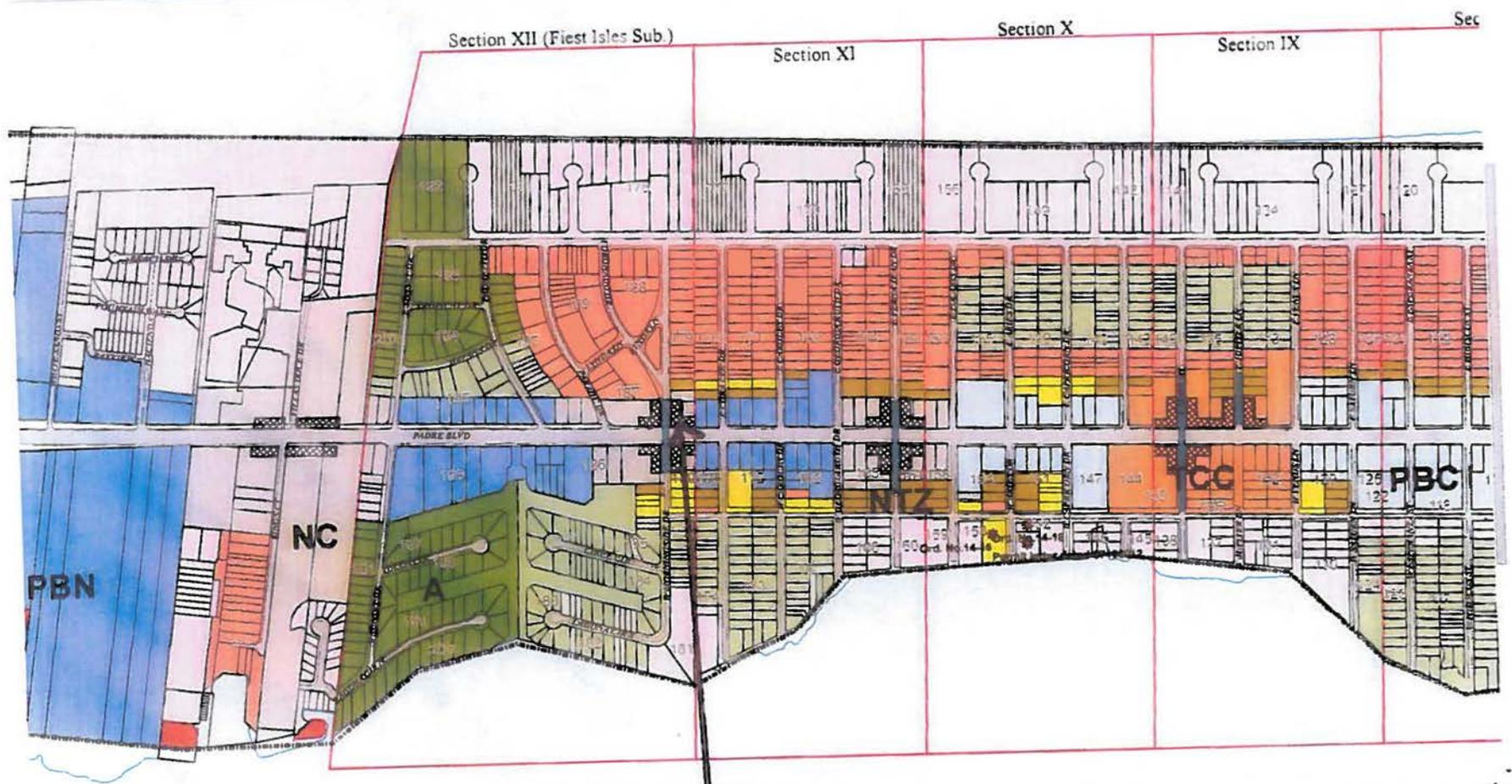
NOTE:
All new wiring to be #12 from electric panel to new fixtures and outlets.



NEW ADDITION

Second Floor Improvements
Polsky Building
5508 Padre Boulevard
South Padre Island, Texas





5508 Padre Blvd. SPI

Google Maps



Imagery ©2016 Google, Map data ©2016 Google, INEGI 50 ft

Google Maps

Building and Parking

Google Maps

Building and Parking



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Google Maps

Google Maps Padre Blvd



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South Padre Island, Texas

Street View - Apr 2011



**TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY**

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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: LARRY MARK POLSKY ET AL

Address: 5508 Padre Blvd, South Padre Island, TX 78597-7522
 Phone: (956) 761-1529 E-mail: _____
 Fax: _____ Other: _____

Buyer: JRG REAL ESTATE and/or

ASSIGNS

Address: P.O. BOX 4650, Brownsville, Tx 78523
 Phone: _____ E-mail: _____
 Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Cameron County, Texas at

5508 Padre Blvd. So. Padre Island, Tx 78597

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

LOT 1 , BLK 179 FIESTA ISLES SUBDIVISION (PBS XII)

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

- (1) all buildings, improvements, and fixtures;
 - (2) 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;
 - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
 - (4) Seller's interest in all licenses and permits related to the Property;
 - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
 - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
 - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: Personal Items, see 12.- Social Provisions.
- Any personal property not included in the sale must be removed by Seller prior to closing.

(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.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	\$ <u>56,250.00</u>
B. Sum of all financing described in Paragraph 4	\$ <u>506,250.00</u>
C. Sales price (sum of 3A and 3B)	\$ <u>562,500.00</u>

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ 506,250.00. This contract:
- (1) is not contingent upon Buyer obtaining third party financing.
 - (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 from Buyer 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 \$ 2,000.00 as earnest money with Rio Grande Valley Abstract (title company) at 5800 Padre Blvd (address) _____ (closer). 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 will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- (i) _____ 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, SURVEY, AND UCC SEARCH:

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 10 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 7 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, if closing occurs.

C. UCC Search:

- (1) Within 15 days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object 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 to the real or personal property described in Paragraph 2 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 Buyer actually receives the survey; or (ii) 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 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C 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: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 25 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ 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 \$ 250.00 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) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) 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.

(4) 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:

(1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer. (Check all that apply.)

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) 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;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guarantees relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(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:

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:

- (1) any failure by Seller to comply with Seller's obligations under the leases;

- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) 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.

B. **Estoppel Certificates:** Within 20 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than February 15, 2016 by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1038 -- 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:
 Domit International Real Estate LLC / 9003911 and Co-Broker
 Principal Broker: NEXUS REAL ESTATE

Cooperating Broker: Paradise Realty Inc.

Antun I Domit license 633299
 Agent: Linda Lee Rodriguez
 Address: 185 Ruben Torres Blvd
Brownsville, Tx 78520

Agent: Edmundo Lacuera
 Address: 1700 Padre Blvd.
So. Padre Island, Tx 78597

Phone & Fax: (956) 506-2727 (956) 594-7864
 E-mail: Lindalee@nexusrv.com

Phone & Fax: (956) 772-1216 (956) 761-4251
 E-mail: MundoL418@aol.com

License No.: 624899
 3805 Plantation Grove Blvd, Suite D, Mission TX 78572

License No.: 0433206

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 14 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:
 _____ % of the sales price.
 1% to Domit International Real Estate LLC
 1% to Nexus Real Estate Of the sale price

Cooperating Broker a total cash fee of:
 1% _____ % of the sales price.

The cash fees will be paid in Camron 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 9 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.

May 20, 2016 (specific date).

(2) 7 days after objections made under Paragraph 6D 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 to Buyer, 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 Uniform Commercial Code 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) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guarantees;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) 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 together with appropriate tax forms; and
- (8) 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 the issuance of the title policy, all of which must be completed and executed 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 the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies 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.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

A.- No appliances, furniture, shed, hot tub, LAW office items, Gym items, wine shelving & rubber mats are conveying with the property.

B.- This contract is contingent upon Buyer obtaining a Specific Use Permit for the property no later than May 19th, 2016. If permit is secure closing of the property shall be as per the contract date.

Buyer will allow Seller to stay in the property free of rent till June 30th, 2016, as last day to vacate the property.

13. SALES EXPENSES:

- 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 and any bill of sale;
 - (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.

- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee; and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

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 prorations 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 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.

C. 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: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

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(4) which Seller may pursue, or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel 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
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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

- (1) 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 under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) 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.
- 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 material physical defects in the improvements on the Property; or
 - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

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 Condominium Addendum (TAR-1930);
- (3) Commercial Contract Financing Addendum (TAR-1931);
- (4) Commercial Property Condition Statement (TAR-1406);
- (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TAR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (10) Information About Brokerage Services (TAR-2501); and
- (11) _____

(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 of Buyer's obligations 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 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, 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. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. 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.
- J. 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 April 15, 2016, 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: LARRY MARK POLSKY ET AL Buyer: JRG REAL ESTATE and/or

ASSIGNS

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

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

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

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

AGREEMENT BETWEEN BROKERS

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

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

- \$ _____, or
 2% 3,000 % 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: [Signature] Cooperating Broker: [Signature]
 By: ANTON T. DANT By: ROMANNO LAGUNA

ATTORNEYS

Seller's attorney: LARRY POLSKY Buyer's attorney: _____
 Address: 5508 Padre Blvd Address: _____
South Padre Island, Texas 78597
 Phone & Fax: 954-761-1599 (f.w) Phone & Fax: _____
 E-mail: mossad1947@sbcglobe.net E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:
 the title company sends to Seller.
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
 the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
 A. the contract on this day _____ (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____
 By: _____ Phone & Fax: _____
 Assigned file number (GF#): _____ E-mail: _____