



**REGULAR MEETING
AGENDA**

**December 4, 2024
6:00 PM**

Robin Collins – Mayor

Teresa Vazquez-Evans	Darren Broadus	Doug Meisinger	Justin Staton	Isaac Saldaña
Council Position 1	Council Position 2	Council Position 3	Council Position 4	Council Position 5

- Call to Order and Certification of a Quorum**
- Pledges**
- Moment Of Silence**
- Invitation to Address Council**

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed at the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to three (3) minutes. Adopted Resolution 2023-04-HB2840.)

5. **Proclamations, Presentations, Awards, and Community Spotlight**
6. **Mayor's Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.
7. **Council Members' Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.
8. **City Administrator Report**

Announcements concerning items of community interest. No action will be taken.
9. **Reports from Staff**
10. **Consent Agenda**

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests it, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

10A. To Approve the Minutes of the 11/06/24 City Council Regular Meeting City Secretary

End of Consent Agenda

11. **Consideration and Possible Action Items**

11A. Consideration and Possible Action: To Approve Hotel Occupancy Funds (HOT) for Washed Ashore: Art to Save the Sea Mayor

11B. Consideration and Possible Action: Preliminary/Final Approval of the Replat of Star Harbor Landing City Administrator

11C. Consideration and Possible Action: To Approve the Proposal from All Play, Inc. for Playground Equipment for James Foster Park City Administrator

11D. Consideration and Possible Action: To Declare (2) Vehicles as Surplus Property and Authorize Disposal or Auction of Items City Administrator

11E. Consideration and Possible Action: To Approve the Council Meeting Dates for 2025 City Secretary

11F. Consideration and Possible Action: To Approve Ordinance 2024-11 City Administrator

(Truck Route)

An Ordinance Amending Chapter 98 Of The Code Of Ordinances Of The City Of Kemah, Entitled "Traffic And Vehicles" To Update And Clarify Various Sections, Providing For Codification, Publication, And An Effective Date

2 of 2 Readings

11G. Consideration and Possible Action: To Approve Ordinance 2024-12 City Administrator

(Click to Enter Emergency Gate Entry)

An Ordinance Amending Chapter 42 Of The Code Of Ordinances Of The City Of Kemah, Entitled "Fire Prevention And Protection" To Update And Clarify Various Sections, Providing For Codification, Publication, And An Effective Date

2 of 2 Readings

12. Executive (Closed) Session(s)

12A. Texas Open Meetings Act, Section 551.071 Government Code -Consultation with Attorney City Administrator

Litigation

12B. Texas Open Meetings Act, Section 551.087 Government Code City
Administrator
- Deliberations Regarding Economic Development
Negotiations

Discuss the offer of financial or other incentives to a business prospect that seeks to locate, stay, or expand within the City of Kemah, Texas

13. Action Item(s) From Executive Session(s)

13A. Consideration and possible action on consultation with City Attorney City
Administrator

Litigation

13B. Consideration and Possible Action: Approval of financial or other incentives to a business prospect that seeks to locate, stay, or expand within the City of Kemah, Texas City
Administrator

14. Adjournment

Certificate of Notice

In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the front exterior wall of the City Hall Building, except in case of emergency meetings or emergency items posted in accordance with law. This facility is wheelchair accessible and accessible parking spaces are available. Requests for other accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (281)334-1611 or Fax (281)334-6583 for further information.

Posting Date and Time 11/26/24 11:15 AM

Natasha Hinton

Natasha R. Hinton
City Secretary



The City Council of the City of Kemah, Texas reserves the right to meet in closed session on any of the items listed above should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code: 551.071 Consultations with Attorney, 551.072 Deliberations about Real Property, 551.073 Deliberations about Gifts and Donations, 551.074 Personnel Matters, 551.076 Deliberations about Security Devices, and 551.087 Deliberations Regarding Economic Development Negotiations.

Texas Criminal and Traffic Law Handbook Penal Code Sec. 38.13 Hindering Proceedings by Disorderly Conduct. A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance. Penal Code Section 42.05 Disrupting Meeting or Procession. A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

NOTICE is hereby given that the presence of a quorum of the Members of Kemah Community Development Corporation (KCDC) at any time during the course of the above-referenced proceeding may constitute a meeting of KCDC pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, by this Notice, the public is hereby advised of said meeting not less than 72 hours in advance of the date, time and location noted above.

[Meeting Live Stream Link](#)



Item Number

10A

Title

To Approve the Minutes of the 11/06/24 City Council Regular Meeting

Background/Recommendation

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Attachments

1.	MIN 11/06/24 City Council Regular Meeting

Ordinance Approvals and Notice Posting

	Notice Posting Date
	First Reading Date
	Second Reading Date

Funding

Funds are available from Account#

Requires Budget Amendment to transfer from Account#

To Account#

Not Applicable



**REGULAR MEETING
MINUTES**

**November 6, 2024
6:00 PM**

Robin Collins – Mayor

Teresa Vazquez-Evans Council Position 1	Darren Broadus Council Position 2	Doug Meisinger Council Position 3	Justin Staton Council Position 4	Isaac Saldaña Council Position 5
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Meeting Start Time: 6:00 PM

1. Call to Order and Certification of a Quorum

Mayor Robin Collins called the Kemah Council Meeting/Kemah Public Facilities Corporation Meeting to order at 6:00 p.m. in the Council Chambers in Kemah City Hall. Present were City Councilmembers Teresa Vazquez-Evans, Doug Meisinger, Justin Staton, Isaac Saldaña, and Darren Broadus. There was a quorum.

2. Pledges

Mayor Collins led the pledges of allegiance to the flags.

3. Moment Of Silence

Observed

4. Invitation to Address Council

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed at the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to three (3) minutes. Adopted Resolution 2023-04-HB2840.)

Name	Address	Topic
Cheryl Gonzales	1416 Leeward	Jake Brakes and Speed Bumps
Shawna Reid	616 8 th	6 th Street
Jeff Reid	616 8 th	6 th Street
Mark Hessler	806 Kipp	6 th Street
Shelia Thorne	South Kemah	HOT Tax
Steve Murray	804 Bay Ave	6 th Street

Councilmember Meisinger requested Item 14M be prioritized for discussion in the agenda before Item 5.

5. Proclamations, Presentations, Awards, and Community Spotlight

5A. Proclamation for Keeping the Lights on After School **Mayor**

6. Mayor's Comments and Announcements

Announcements concerning items of community interest. No action will be taken.

- Municipal Court Week
- Public Works Paving
- Veteran's Day
- November and December Council Meeting Dates
- Thanksgiving
- Christmas Tree Lighting
- Pancakes with Santa
- Toy Drive
- Boat Parade
- Heart Walk
- Training Seminars- LeAnna Kinser and Natasha Hinton

7. Council Members' Comments and Announcements

Announcements concerning items of community interest. No action will be taken.

Council Member Teresa Vazquez-Evans

- Address Public Comments

Council Member Darren Broadus

- Thank You to Staff: Public Works, Finance, and City Administrator

Council Member Doug Meisinger

- Facebook Post

Council Member Justin Staton

- Facebook Post
- Thank You to Staff
- Moving Forward

Council Member Isaac Saldaña

- Let's Get to Work

8. City Administrator Report

Announcements concerning items of community interest. No action will be taken.

9. Reports from Staff

10. Consent Agenda

The following items are considered routine by the City Council and will be enacted by one motion. There will not be a separate discussion on these items unless a Council member requests it, in which event the item will be removed from the consent agenda and discussed after the consent agenda.

10A. To Approve the Minutes of the 10/16/24 City Council Regular Meeting **City Secretary**

10B. To Approve the Replat/Final Plat for HWY 96 Movement **City Administrator**

10C. To Approve Kemah Crossing Section 4, Replat Number 1

**City
Administrator**

Motion: **To Approve all Items**

Made By: **Council Member Teresa Vazquez-Evans**

Seconded By: **Council Member Darren Broadus**

Vote: **Motion carried unanimously by all Councilmembers present.**

End of Consent Agenda

11. Executive (Closed) Session(s)

Mayor Collins adjourned the regular meeting to proceed with the closed sessions at 6:55 PM

11A. Texas Open Meetings Act, Section 551.071 Government Code -Consultation with Attorney

**City
Administrator**

Litigation

11B. Texas Open Meetings Act, Section 551.074 Government Code - Personnel Matters Discuss employment, appointment, or evaluation of a public officer or employee, to-wit:

City Council

City Secretary

Mayor Collins reconvened the regular meeting at 8:04 PM

12. Action Item(s) From Executive Session(s)

12A. Consideration and possible action on consultation with City Attorney

**City
Administrator**

Litigation

No Action Taken

12B. Consideration and possible action on discussion concerning employment, appointment, or evaluation of a public officer or employee, to-wit: City Council

City Secretary

Motion: To Authorize the Mayor to work with our City Attorney and City Administrator to negotiate an employment contract with our City Secretary

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Justin Staton

Vote: Motion carried unanimously by all Councilmembers present.

Mayor Collins adjourned the regular meeting to proceed with the public hearing at 8:05 PM.

13. **Public Hearing(s) and Action Items from Public Hearing(s)**

13A. Hold a Public Hearing on the Lighthouse District Streetscape Project and 6th Street Pavilion City Administrator

- A. Open Public Hearing
- B. Public Comments
- C. Mayor and Council Deliberation
- D. Close Public Hearing

Name	Address	Topic
Susanne Macias		Noise
Mark Hessler	806 Kipp	Noise
Steve Murray	804 Bay Ave	Noise

Mayor Collins closed the public hearing Item 13A and proceeded to the next public hearing Item 13B at 8:11 PM.

13B. Hold a Public Hearing for Hilton Home2 Development City Administrator

- A. Open Public Hearing
- B. Public Comments
- C. Mayor and Council Deliberation
- D. Close Public Hearing

Public Comments, Mayor and Council Deliberation - None

Mayor Collins closed the public hearing and reconvened the regular meeting at 8:12 PM

13C. Consideration and Possible Action: To approve Resolution 2024-28 City Administrator

A Resolution of the City Council of the City Of Kemah, Texas Authorizing a Project for Economic Development Located in Kemah as Described in Exhibit "A" Under Chapter 505 of the Texas Local Government Code for the Purpose of Economic Development Expenditures and Providing an Effective Date.

1 of 2 Readings

No Action Taken

13D. Consideration and Possible Action: To approve Resolution 2024-29 City Administrator

A Resolution of the City Council of the City Of Kemah, Texas Authorizing a Project for Economic Development Located in Kemah Adjacent to Solomon Road and State Hwy 146 and Shown in the Official Property Records of Galveston County as Property Id: 736749, Under Chapter 505 of the Texas Local Government Code for the Purpose of Economic Development Expenditures and Providing an Effective Date.

1 of 2 Readings

No Action Taken

14. Consideration and Possible Action Items

14A. Consideration and Possible Action: Tree Removal or Relocation, Located at the Visitor's Center City Administrator

Motion: To Approve the Removal and Relocation of the Tree to City Hall

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Doug Meisinger

Vote: Motion carried unanimously by all Councilmembers present.

14B. Consideration and Possible Action: 6th Street and Lighthouse District Council Member Isaac Saldaña

No Action Taken

14C. Consideration and Possible Action: To Approve Resolution 2024-27 Mayor

Election of Members of the Board of Directors of the Galveston Central Appraisal District (GCAD)

Motion: To Cast 6 Votes for Robin Collins

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Doug Meisinger

Vote: Motion carried unanimously by all Councilmembers present.

14D. Consideration and Possible Action: Appointments to the City of Kemah Municipal Management District #1 Mayor

- Fill vacancies, appointments, and removal.

Motion: To Appoint William Wallace

Made By: Council Member Isaac Saldaña

Seconded By: Council Member Justin Staton

Vote: Motion carried unanimously by all Councilmembers present.

14E. Consideration and Possible Action: To Approve Hotel Occupancy Tax (HOT) Allocations for FY2024-2025 Events City Administrator

- T-Bone Tom's SWIM

Motion: To Approve \$5,000.00 for T-Bone Tom's SWIM

Made By: Council Member Darren Broadus

Seconded By: Council Member Doug Meisinger

Vote: Motion carried unanimously by all Councilmembers present.

**14F. Consideration and Possible Action: To Approve Hotel City
Occupancy Tax (HOT) Allocations for FY2024-2025 Events Administrator**

- Texas Outlaw Challenge

Motion: To Approve \$25,000.00 for Texas Outlaw Challenge
Made By: Council Member Darren Broadus
Seconded By: Council Member Doug Meisinger
Vote: Motion carried unanimously by all Councilmembers present.

**14G. Consideration and Possible Action: To Approve Hotel City
Occupancy Tax (HOT) Allocations for FY2024-2025 Events Administrator**

- Elite Redfishing

Motion: To Approve \$19,756.00 for Elite Redfishing
Made By: Council Member Darren Broadus
Seconded By: Council Member Isaac Saldaña
Vote: Motion carried unanimously by all Councilmembers present.

**14H. Consideration and Possible Action: To Approve Hotel City
Occupancy Tax (HOT) Allocations for FY2024-2025 Events Administrator**

- Fireworks

Motion: To Approve up to \$30,000.00 for Fireworks
Made By: Council Member Darren Broadus
Seconded By: Council Member Isaac Saldaña
Vote: Motion carried with Council Member Teresa Vazquez-Evans voting "No".

14I. Consideration and Possible Action: To Approve Hotel City
Occupancy Tax (HOT) Allocations for FY2024-2025 Events Administrator

- Krew Du Lac

Motion: To Approve \$6,000.00 for Krew Du Lac
Made By: Council Member Darren Broadus
Seconded By: Council Member Teresa Vazquez-Evans
Vote: Motion carried unanimously by all Councilmembers present.

14J. Consideration and Possible Action: To Approve Hotel City
Occupancy Tax (HOT) Allocations for FY2024-2025 Events Administrator

- Christmas Boat Parade

Motion: To Approve \$7,500.00 for Christmas Boat Parade
Made By: Council Member Darren Broadus
Seconded By: Council Member Doug Meisinger
Vote: Motion carried unanimously by all Councilmembers present.

14K. Consideration and Possible Action: To Approve Hotel City
Occupancy Tax (HOT) Allocations for FY2024-2025 Events Administrator

- Yachty Gras

Motion: To Approve \$7,500.00 for Yachty Gras
Made By: Council Member Darren Broadus
Seconded By: Council Member Teresa Vazquez-Evans
Vote: Motion carried unanimously by all Councilmembers present.

14L. Consideration and Possible Action: To Approve Ordinance 2024-11 City Administrator

An Ordinance Amending Chapter 98 Of The Code Of Ordinances Of The City Of Kemah, Entitled "Traffic And Vehicles" To Update And Clarify Various Sections, Providing For Codification, Publication, And An Effective Date

1 of 2 Readings

Motion: To Approve ORD 2024-11

Made By: Council Member Darren Broadus

Seconded By: Council Member Justin Staton

Vote: Motion carried unanimously by all Councilmembers present.

14M. Consideration and Possible Action: To Approve Ordinance 2024-12 City Administrator

An Ordinance Amending Chapter 42 Of The Code Of Ordinances Of The City Of Kemah, Entitled "Fire Prevention And Protection" To Update And Clarify Various Sections, Providing For Codification, Publication, And An Effective Date

1 of 2 Readings

Presented by Fire Chief Robert Suniga

Motion: To Move Item 14M before Item 5 for Discussion

Made By: Council Member Doug Meisinger

Seconded By: Council Member Darren Broadus

Vote: Motion carried unanimously by all Councilmembers present.

Motion: To Approve ORD 2024-12 with Amended Language as Discussed

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Doug Meisinger

Vote: Motion carried unanimously by all Councilmembers present.

14N. Consideration and Possible Action: Kemah Resident, Parking Permits in City Parking Lot (604 Bradford) Council Member Doug Meisinger

No Action Taken

15. Adjournment

Mayor Collins-there being no further comments, the meeting is adjourned by 8:42 PM.

Meeting End Time: 8:42 PM

Approved: _____ **Date:** _____
Robin Collins, Mayor

Attest: _____
Natasha Hinton, City Secretary



Item Number

11A

Title

Consideration and Possible Action: To Approve Hotel Occupancy Funds (HOT) for Washed Ashore: Art to Save the Sea

Background/Recommendation

Traveling Exhibitions

The Washed Ashore Project creates powerful art that captivates all ages and teaches environmental conservation and sustainability.

The Washed Ashore Traveling Exhibits feature collections of intricate, beautifully designed, giant sea life sculptures made entirely of marine debris collected from beaches.

Attachments

1.	Pricing
2.	Presentation

Ordinance Approvals and Notice Posting

Funding

Funds are available from: HOT Funds

Council Contingency \$ 104,000

remaining

Requires Budget Amendment to transfer from Account#

To Account#

Not Applicable

Washed Ashore: Art to Save the Sea at Kemah Boardwalk - Kemah, Texas

11 January – 22 April 2025



Together, inspiring change through art.



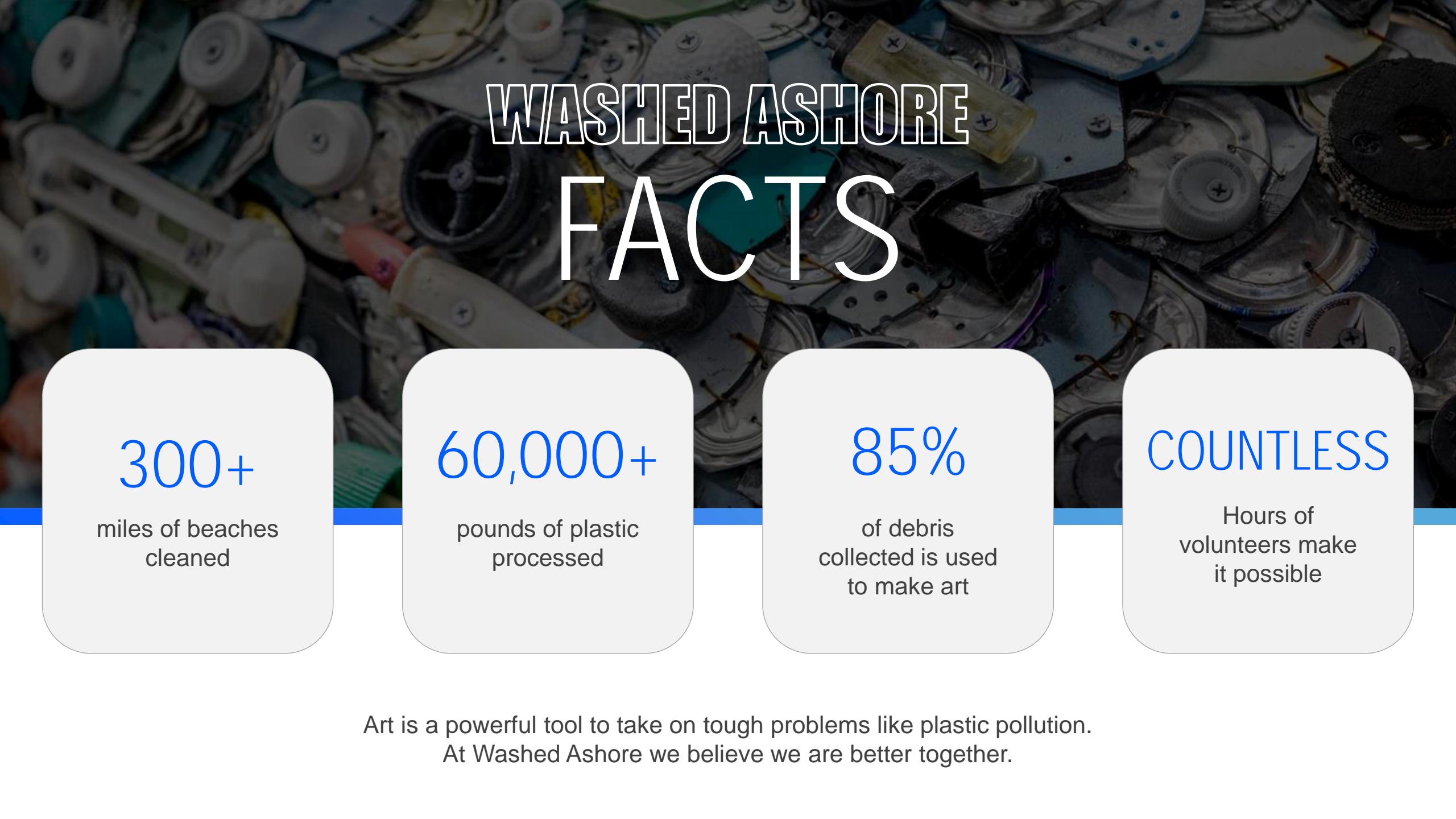
Play the Washed Ashore Introductory video here

WASHED ASHORE ART

“Shockingly Beautiful”

- Washed Ashore's collection of over 100 sculptures are made entirely of marine debris gathered by volunteers from Pacific Northwest beaches and waterways.
- The sculptures, called Animal Advocates, are all individually named and represent marine species affected by plastic pollution.
- Each sculpture is colorful, beautiful, intricate and detailed. These oversized artworks graphically demonstrate the scale of plastic pollution in a way that sparks an emotional response for the viewer and inspires them to take action.





WASHED ASHORE FACTS

300+

miles of beaches
cleaned

60,000+

pounds of plastic
processed

85%

of debris
collected is used
to make art

COUNTLESS

Hours of
volunteers make
it possible

Art is a powerful tool to take on tough problems like plastic pollution.
At Washed Ashore we believe we are better together.



WASHED ASHORE EXHIBITS

Washed Ashore works with you to create customized educational directives and exhibits that fit your unique space and location.

MADE TO FIT YOUR SPACE

Our collection of “wow-factor” art suits both outdoor and indoor installations. Large or small, musical or wall, your exhibit will be carefully designed to fit your venue’s interests and needs.

ENSURING QUALITY

Washed Ashore’s expert team personally installs every exhibit. Exhibits include educational signage as well as onsite docent workshops for your team and media days and appearances with your local press.

THE WASHED ASHORE EFFECT

Washed Ashore's traveling exhibit has been displayed at noteworthy venues including The US State Department, United Nations NYC, Clinton Presidential Center, Smithsonian National Zoo, Disney's Animal Kingdom, SeaWorld and over 40 zoos, aquariums, science museums, retail centers and botanical gardens across the United States and Canada.

DRAWING CROWDS

Washed Ashore works of art attracts a wide demographic, young and old. Our sculptures have been seen in person by over 35 million people since 2010.



PROVEN BENEFITS OF HOSTING

Washed Ashore: Art to Save the Sea

Increases visitor attendance in shoulder months

Drives engagement

Engages and educates new audiences

Attracts new contributors, members & patrons

Draws environmental & science supporters

Aligns sustainability & conservation efforts

Encourages new partnerships & opportunities

Supports educational programs



GENERATING ATTENTION

Washed Ashore works with your marketing team to help create new traditional and social media opportunities for your venue. We provide a media kit, video clips, images and more to increase social media traffic and publicity.



RECENTLY FEATURED IN:

THE **KELLY
CLARKSON
SHOW**

USA
TODAY

GOOD NEWS NETWORK

cheddar

The Washington Post

 **PBS**

The New York Times

 **CNN**

The Weather Channel

UNILAD

WHAT OUR PARTNERS ARE SAYING

“

Our visitor attendance is the highest in 50 years. People came just to see this show. We are up 30% because of Washed Ashore.

”

- DENVER ZOO STAFF



WHAT OUR PARTNERS ARE SAYING

“

I want to walk through that whale ribcage one more time. The Washed Ashore artwork is really stunning, as well as alarming.

”

- Former President Bill Clinton,
Clinton Presidential Center



WHAT OUR PARTNERS ARE SAYING

“

Washed Ashore is a great hit at John Ball Zoo. The guests, of all ages, love it.

”

- Jennifer Czekai,
Director of Marketing





Hosting a Washed Ashore exhibit encourages off-season visits and reinforces to your guests that you support conservation and are reducing plastic pollution.

A vibrant underwater scene featuring a large school of blue tangs swimming over a coral reef. A sea turtle is visible in the upper right. The water is a deep, clear blue.

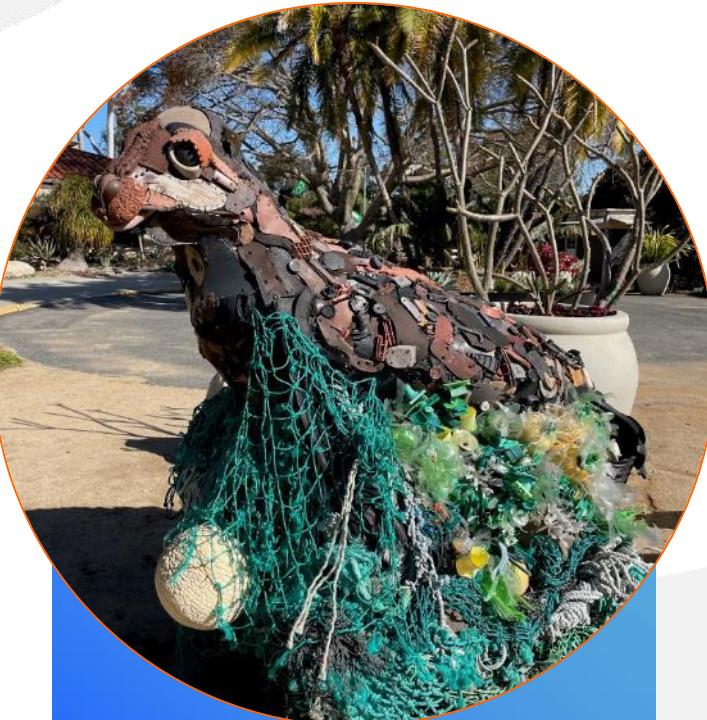
Together, let's use our show share how
Kemah Boardwalk and the City of Kemah
desire to inspire real change through art

WASHED ASHORE

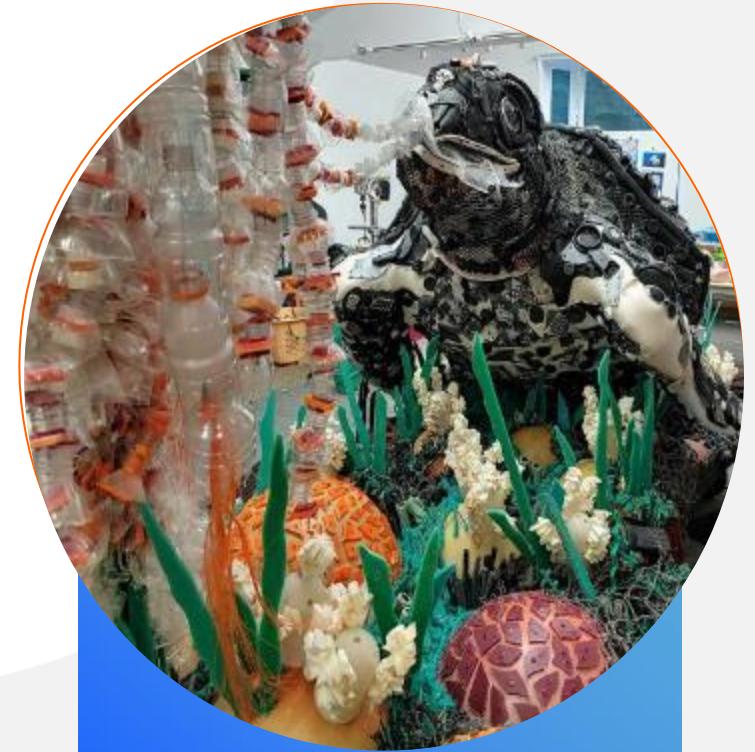
Proposed Artwork



ZORABELLE
Rockhopper Penguin



SCRAPPY
Sea Lion Pup



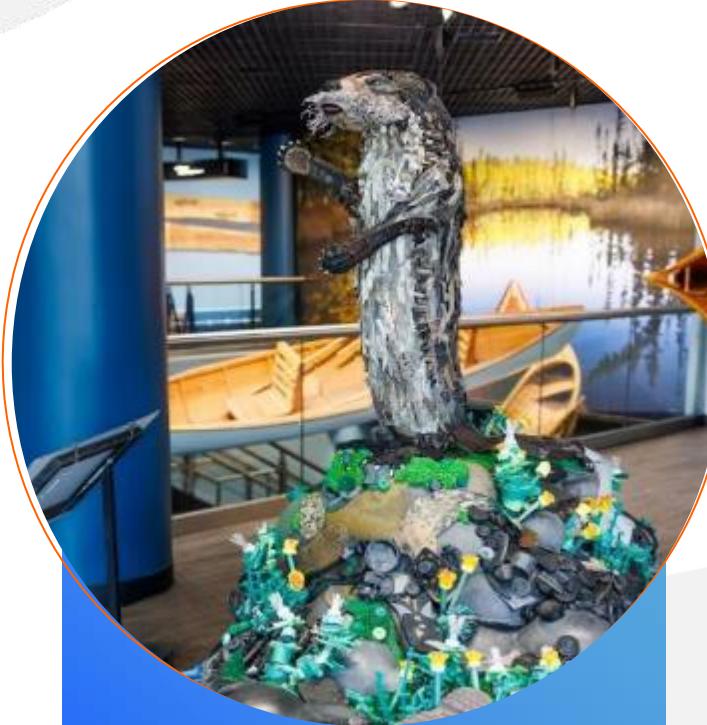
EDWARD
Leatherback
Sea Turtle

WASHED ASHORE

Proposed Artwork



HUGO
Humpback
Whale Tail



GIACOMETTI*
River Otter



STANLEY
Sturgeon

WASHED ASHORE

Proposed Artwork



ROSA

Bald Eagle



SYLVIA

Silvertip Shark



ANNIE

The Anemone



GUMDROP

Jelly Reef

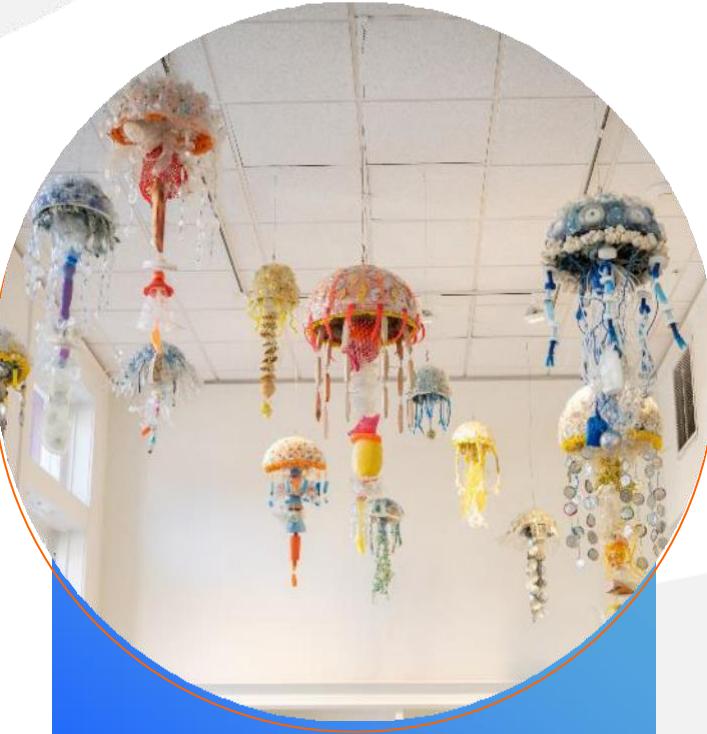
WASHED ASHORE

Potential Artwork

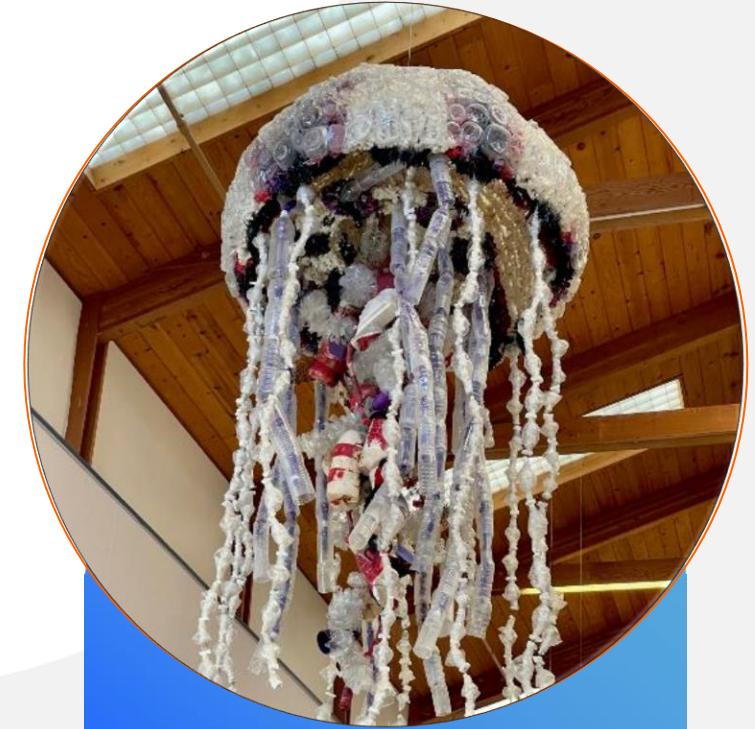


MARIGOLD*

Sea Jelly



JELLY BLOOM*



BLACKBERRY*

Sea Jelly

WASHED ASHORE KEMAH BOARDWALK



**TOTAL SHOW COST
\$130,340**

SCULPTURE LEASING FEE

~~\$140,193~~ Discounted* to **\$94,823**

- 13 sculptures/3* months
- 11 January – 22 April 2025 / Earth Day
- *Last Minute Savings = 1 month *FREE*

SITE VISIT, INSTALLATION / OPENING & REMOVAL

\$28,517

- Site visit – No Charge / Completed in the spring 2024
- Installation & Opening Events – 2 staff/7 days
- Removal – 2 staff/5 days

SHIPPING COST ESTIMATES

\$7,000 Estimated in addition to the costs above

- Two trucks from Galveston, TX

WASHED ASHORE

Pricing Information

SCHEDULE

Typically, the total fee is paid in two installments; first is due upon contract signing and the second is paid at the time of the show opening. Let us know if other arrangements would work for you better.

SHIPPING

Approximate costs will be dependent on how many sculptures are chosen, how many trucks will be needed, as well as where the freight originates from. You only pay for shipping to your organization.



ADDITIONAL OPTIONS

Creating a Customized
Washed Ashore
Experience



*Conservation Education
customization could include:*

- 01 Media interviews and appearances
- 02 Staff and volunteer training in person or virtually
- 03 Support beach, river or lake clean-ups
- 04 In-person activities during launch
- 05 Donor and sponsor events
- 06 Educator workshops

ADDITIONAL OPTIONS

Creating a Customized
Washed Ashore Experience

01

MEDIA

In person interviews, media tours (walk and talk), press days and other events.

02

ONGOING PARTNERSHIPS

At Washed Ashore, we believe that we are better together. Ongoing collaborative partnerships help us on our mission to make real change.

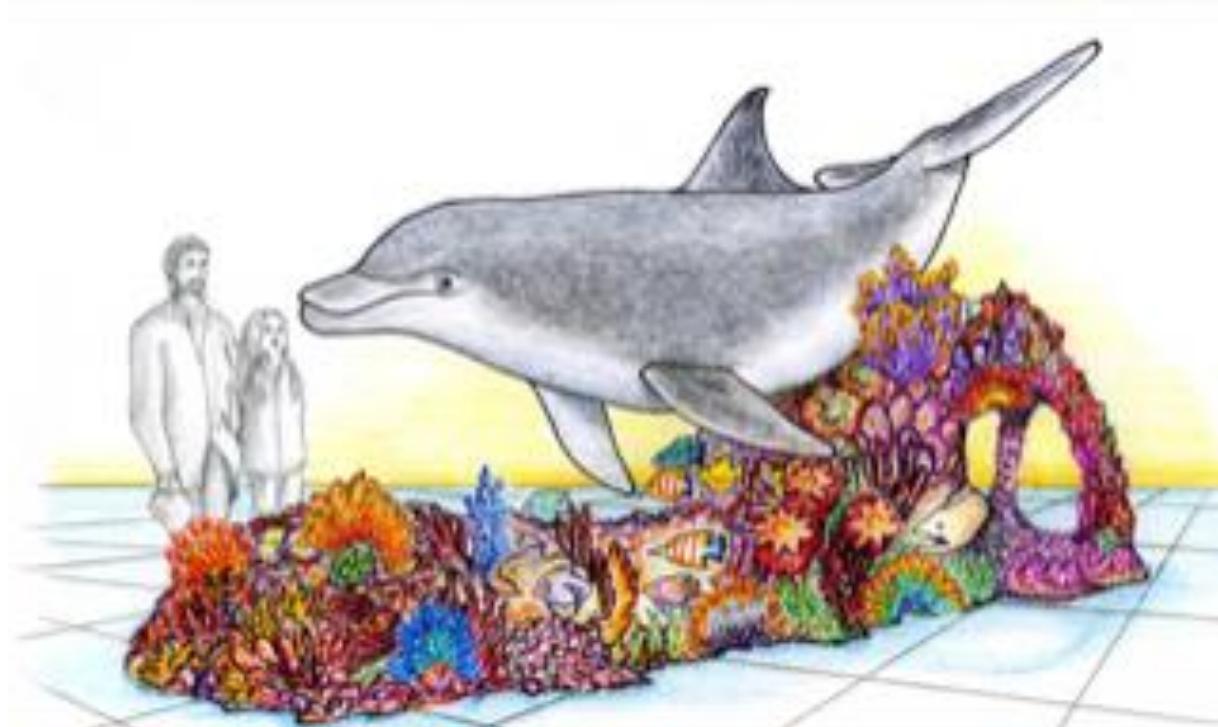
03

COMMISSION

An option to create a premier sculpture made just for your venue and location. Your sculpture can permanently remain in your location as an attraction or travel with Washed Ashore to support educational endeavors. Commissioned Sculptures range between \$40-250k.

COMMISSION

Create a premier sculpture that can permanently remain in your location as an attraction or travel with Washed Ashore to support educational endeavors, ranging from \$40-\$100k.





WASHED ASHORE

ART TO SAVE THE SEA

IMPACT REPORT

Agenda

1. Partnership Opportunity
2. Execution
3. Impact



The Need after 2020

- Increased visitation to beaches
- Community concern and outreach
- Roundtable Discussions
- Education was critical to success
- Diversity, Equity and Inclusion Initiatives
- Washed Ashore – Art to Save the Sea



The Opportunity with Washed Ashore



The Opportunity

- 22 Sculptures were placed around the island in locations accessible to all visitors and residents alike
- Remained on display from December 2022 through March 2023



The Opportunity

- First time in the US to have sculptures outside of paid gates
- Visit Galveston created a scavenger hunt to encourage movement around the island



The Impact

- Shoulder Season/Mid-Week Promotion
- Eco-Tourism
- Promoting the Arts
- Social Media
- Website Engagement
- Foundation for Phase II – Artist in Residence



The Impact

Earned Media – Public Relations

MEDIA OUTLET	REACH
News Break (story ran twice)	3,104,000
CultureMap Fort Worth	10,925
CultureMap Dallas	58,570
CultureMap Houston	84,160
CultureMap Austin	113,072
Flipboard	1,167,170
Travel Awaits	401,996
Focus Daily News	36,297
Galveston County Daily News	53,235
Citizens Environmental Coalition	N/A
San Antonio Express News	238,262
Galveston Monthly	10,000
Total	5,277,687

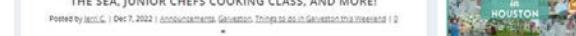
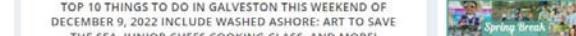
INSPIRING SEA CHANGE

Giant sea creatures made of recycled beach trash wash onto Galveston Island in must-see new exhibit

By Steven Devadossanam Dec 19, 2022 | 9:13 am



Meet Greta the great white shark. Photo courtesy of Visit Galveston

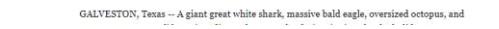
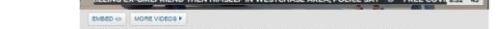
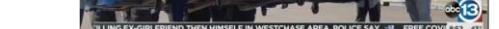
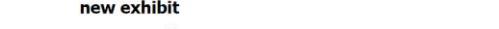


FREEDOM MATTERS

AT THE GEORGE W. BUSH PRESIDENTIAL CENTER

MARCH 2 - DECEMBER 31

plan your visit
BUSHCENTER.ORG



The Impact



WASHED ASHORE: ART TO SAVE THE SEA TRAVELING EXHIBIT IN GALVESTON, TEXAS

[f](#) [t](#) [e](#) [SHARE](#)

Washed Ashore - a traveling art exhibit in Galveston Island this winter - is aimed at educating the public about the hazards of plastic pollution in the world's waterways.

Have you ever seen an 8-foot-tall octopus? How about a bald eagle with a 17-foot wingspan? Come down to Galveston this winter and meet **Washed Ashore: Art to Save the Sea**, a FREE, engaging family exhibit on display at 19 locations across Galveston Island from December 10, 2022, to March 5, 2023..

[VIEW MAP](#)

Pageviews	Unique Pageviews	Avg. Time on Page
71,626 % of Total: 4.95% (1,446,683)	64,823 % of Total: 5.24% (1,238,087)	00:04:37 Avg for View: 00:02:10 (113.21%)
21,824 (30.47%)	18,323 (28.27%)	00:07:33
7,422 (10.36%)	6,456 (9.96%)	00:01:43
938 (1.31%)	828 (1.28%)	00:03:01
51 (0.07%)	41 (0.06%)	00:04:09
50 (0.07%)	42 (0.06%)	00:02:14
47 (0.07%)	47 (0.07%)	00:00:00
46 (0.06%)	37 (0.06%)	00:05:25
45 (0.06%)	40 (0.06%)	00:02:29
37 (0.05%)	32 (0.05%)	00:09:36
34 (0.05%)	29 (0.04%)	00:04:37

The Impact



WASHED ASHORE
ART TO SAVE THE SEA

IT'S
ISLAND
TIME
EST. 1839
GALVESTON, TX

EXPLORE & WIN

Washed Ashore Scavenger Hunt Challenge

Check in at nine or more locations on the [Visit Galveston app](#) to win some Galveston Island swag. Once you've completed the challenge, pick up your gift from the [Visitor Information Center](#) located in Downtown Galveston at [2228 Mechanic, Suite 101](#).

[Click here to download the app from the Apple App Store](#)

[Click here to download the app from the Google Play Store](#)

VisitGALVESTON.com

Created a Scavenger Hunt 'Challenge' on the Visit Galveston app

40,758 Check-ins



#washedashoregtx
398 posts

The Execution



WASHED ASHORE: ART TO SAVE THE SEA

Washed Ashore - a traveling art exhibit in Galveston Island this winter - aims to educate the public about the hazards of plastic pollution in the world's waterways. These huge, awe-inspiring sculptures are constructed entirely of plastic debris washed up on America's beaches.

Have you ever seen an 8-foot-tall octopus? How about a bald eagle with a 17-foot wingspan? Meet Washed Ashore: Art to Save the Sea, a FREE, engaging family exhibit on display at 19 locations across Galveston Island from December 10, 2022, to March 5, 2023.

Artists have intentionally placed familiar items like buckets and shovels at children's eye level to convey the importance of keeping beaches clean. Each sculpture graphically illustrates the tragedy of plastic in our oceans and waterways and aims to encourage conservation.

The Galveston collection marks the first time these sculptures are on exhibit for free public viewing in the U.S.



EXPLORE & WIN

The Washed Ashore experience at Galveston is an island-wide scavenger hunt. You can search for 20+ art pieces and find unique items within each sculpture. Participate in the #WashedAshoreGTX Social Media Sweepstakes and the Washed Ashore Challenge to win special prizes - full details below.

#WASHEDASHOREGTX SOCIAL MEDIA SWEEPSTAKES

Take a selfie with the sculptures, share it on Instagram using #WashedAshoreGTX, and be entered into a sweepstakes to win amazing prizes, including hotel stays, attraction passes and more.

WASHED ASHORE CHALLENGE

Scan the QR code located on the sculpture's description panel to learn about the Washed Ashore Challenge. Visit nine or more locations and win Galveston Island swag. Once you've completed the challenge, pick up your gift from the Visitor Information Center located in Downtown Galveston at 2228 Mechanic St., Suite 101.

For more information, go to VisitGalveston.com.



The Impact



Galveston Island is in Galveston.

Published by Sprout Social · November 5, 2022 · 3

Washed Ashore, a traveling art exhibit, is coming to Galveston Island in December 2022! More than 20 colorful sculptures crafted from plastic waste will be on display for public viewing throughout the island. You can see these masterpieces for FREE at various locations such as museums, parks, attractions, and outdoor spaces. 🌱

Learn more at <https://www.visitgalveston.com/.../galveston-to-bring.../>

#LoveGalveston



[See insights and ads](#)

[Boost post](#)

1.1K

99 comments 296 shares

Post Impressions

87,796

Post reach

85,255

Post Engagement

8,943



Galveston Island is in Galveston.

Published by Sprout Social · February 27 at 10:13 AM · 3

The Washed Ashore gang's vacation on Galveston Island is coming to an end! See these incredible sculptures at 19 different locations all over the island until March 5. 🌱

Grace the Humpback Whale at Seawolf Park
Seamore the Seahorse at DellaNera RV Park
Stanley the Sturgeon at The Bryan Museum - Galveston

Learn more about this FREE exhibit at <http://www.visitgalveston.com/.../washed-ashore-art-to.../>

#LoveGalveston



[See insights and ads](#)

[Boost post](#)

600

36 comments 74 shares

Post Impressions

48,442

Post reach

44,369

Post Engagement

3,851



Galveston Island is in Galveston.

Published by Sprout Social · January 24 · 3

Edward the Leatherback Turtle is one of the most intricate sculptures by The Washed Ashore Project on Galveston Island. But, even though it's beautiful to look at, Edward is also a symbol for something bigger! Leatherback Sea Turtles are on the endangered species list. They eat mostly jellyfish, but because plastic bags look and move like jellyfish, they often eat plastic bags by mistake. Using reusable bags can help save all sea turtles and our ocean. 🌱

Galveston Island Historic Pleasure Pier- 2501 Seawall Blvd

Learn more at <https://www.visitgalveston.com/.../washed-ashore-art-to.../>

#LoveGalveston



[See insights and ads](#)

[Boost post](#)

TX Shrimp Diva and 663 others

44 comments 112 shares

Post Impressions

21,757

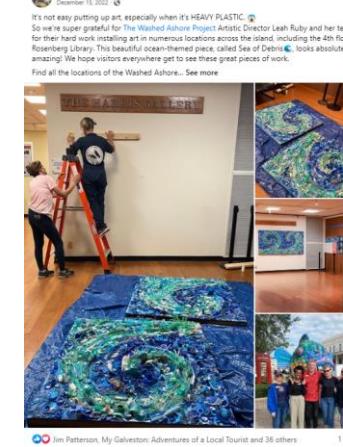
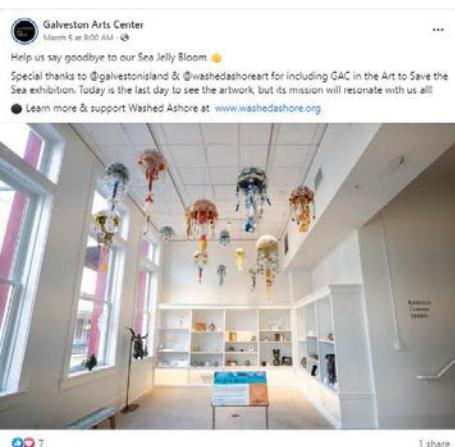
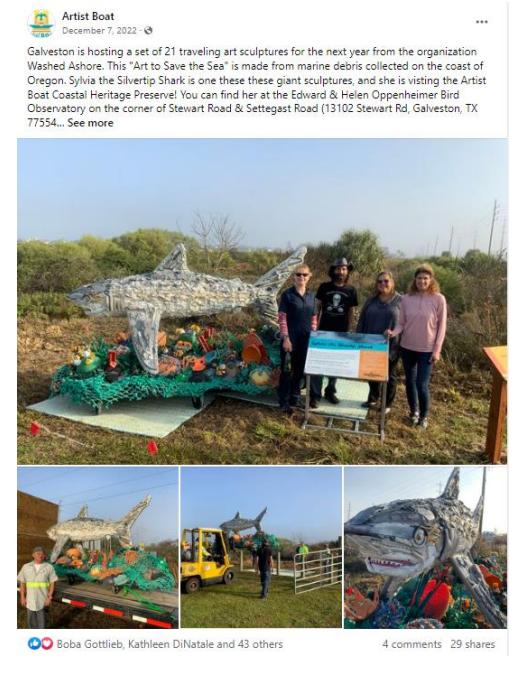
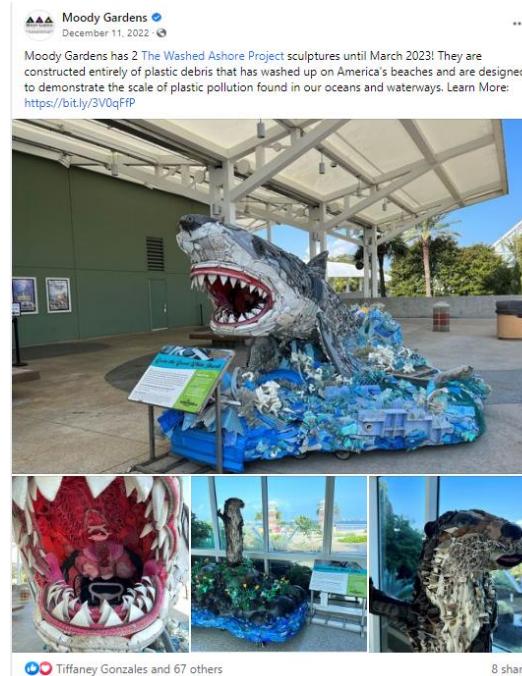
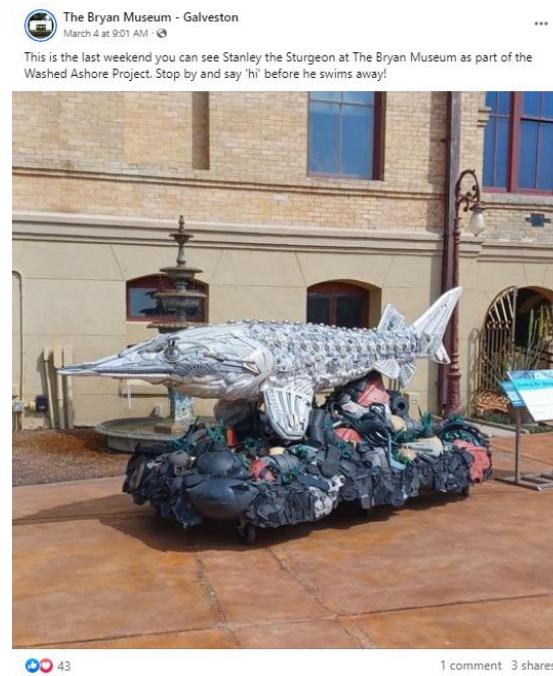
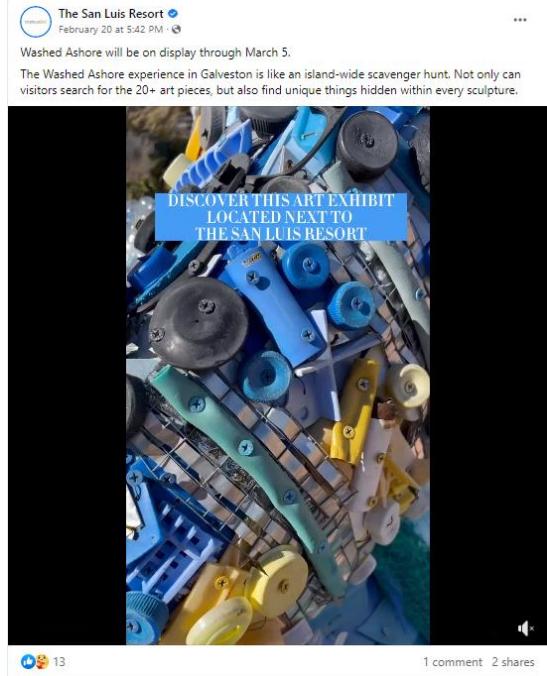
Post reach

21,329

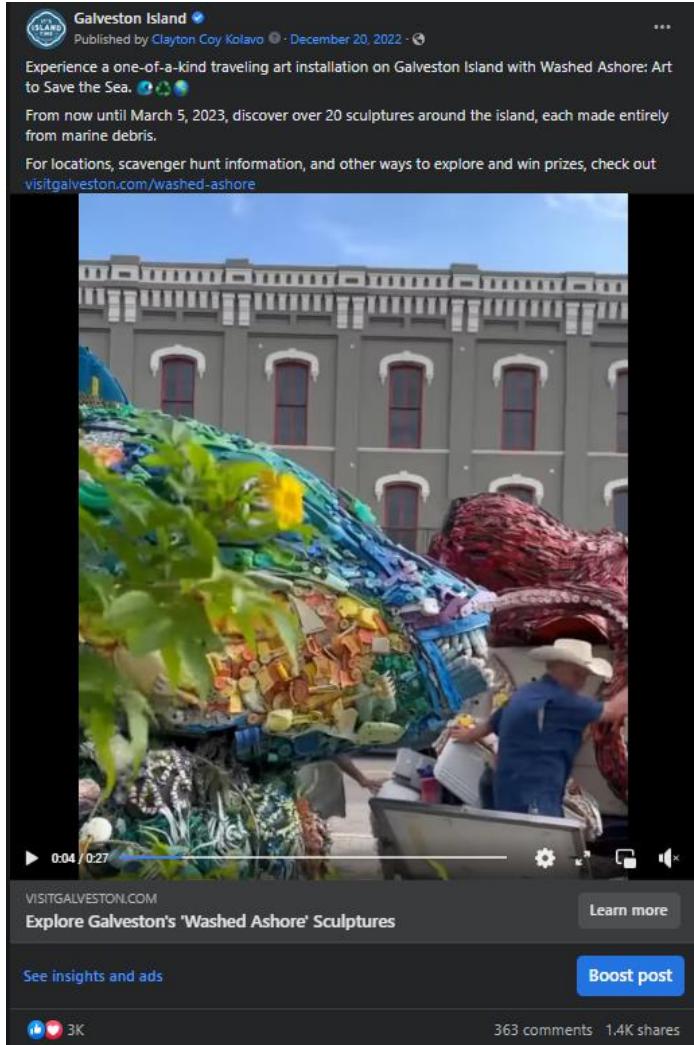
Post Engagement

2,275

The Impact



The Impact



FACEBOOK/INSTAGRAM

- **475K Impressions**
- **62,373 Engagements**
- **1,420 Shares**
- **15,465 Link Clicks**

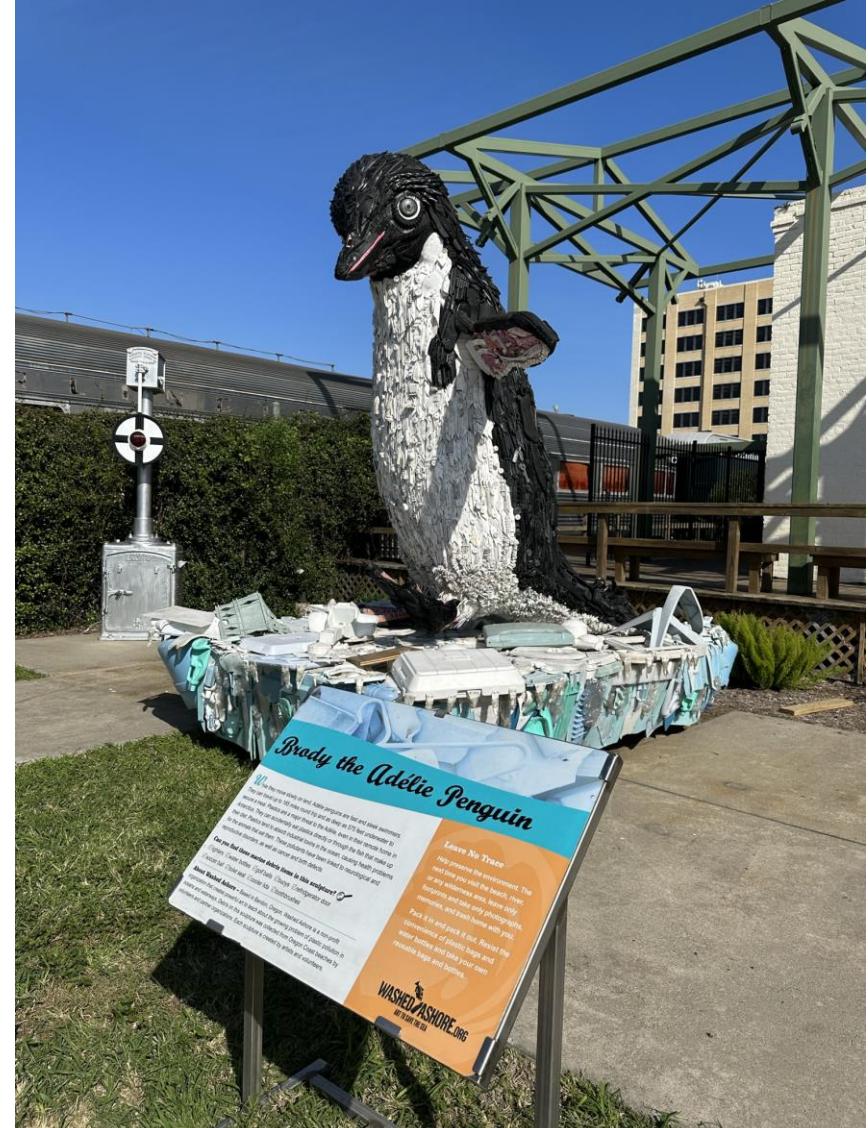


PAID SOCIAL

- **2.5M Impressions**
- **18,687 Link Clicks**
- **CTR: 2.76%**
- **CPC: \$.57**

Key Take-Aways

- Define the benefits to your city or destination marketing organization
- Use Galveston as a case study
- Target nonpeak or shoulder seasons
- Washed Ashore is looking for partners to reach a wider audience





Item Number

11B

Title

Consideration and possible action: Preliminary/Final approval of the replat of Star Harbor Landing

Background/Recommendation

The subject subdivision is located at the intersection of Grove Rd. and Miller Ave. The applicant has requested a replat to create two lots, totaling 8.0062 acres, to facilitate the development of a future boat storage business and support additional commercial development in the area.

Attachments

1.	Letter Approval Safebuilt
2.	Replat of Star Harbor Landing
3.	Original Plat of Westwind Landing at Star Harbor

Ordinance Approvals and Notice Posting

	Notice Posting Date
	First Reading Date
	Second Reading Date

Funding

Funds are available from Account#

Requires Budget Amendment to transfer from Account# To Account#

Not Applicable

Memorandum

To: Aaron Smith
City Administrator

From: Evan Duvall, AICP

Date: November 21, 2024

Re: Review of Replat Submittal for:
Star Harbor Landing Plat

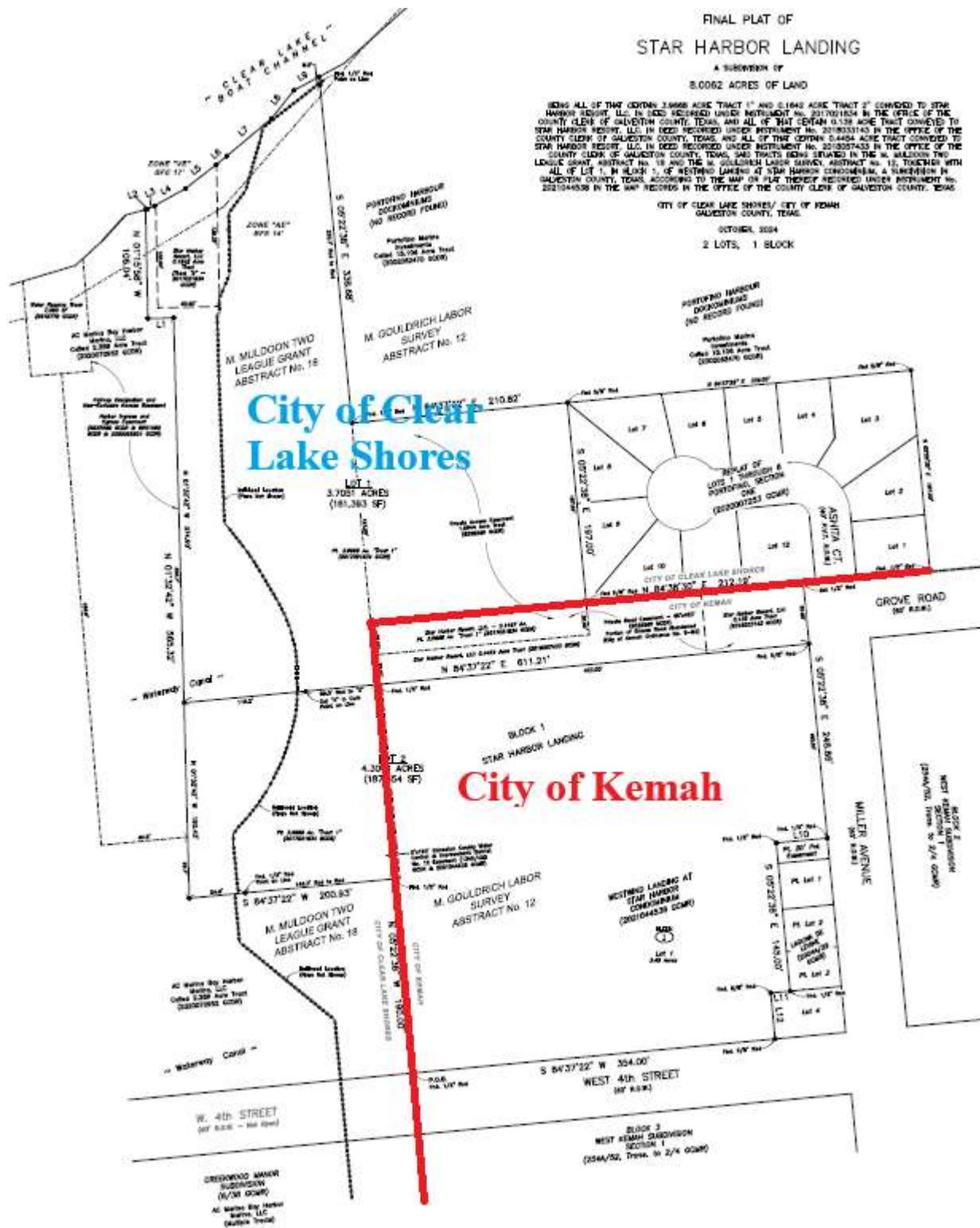
The City of Kemah has received a replat for Star Harbor Landing, which is an 8.0062 acre two-lot subdivision. This replat will change the name to “Star Harbor Landing” from the previously recorded plat of Westwind Landing at Star Harbor Condominium and add a one lot subdivision of 3.45 acres. This replat will also add acreage to this original plat and create two lots for a total 8.0062 acres (See Table 1). This plat is unusual because its lines in both the City of Kemah and City of Clear Lake Shores (See Exhibit 1). The City of Kemah and Clear Lake Shores will work together diligently with any future commercial development as the city boundaries are within both developable lots. This replat also does not require any infrastructure improvements for the subdivision, and any required development related improvements will occur during the building permit phase of these lots. Staff is recommending that this replat be approved as a Preliminary/Final as there are no improvements necessary for this subdivision and any development will be reviewed for compliance with the City’s regulations.

Table 1: Lot sizes for Star Harbor Landing – Two lot subdivision

Lot #	Lot Acreage
Lot 1	3.7051
Lot 2	4.3010

Review of the replat submittal for **Star Harbor Landing Replat** yielded no further comments and the replat is recommended for approval.

Exhibit 1: City Boundaries – Kemah and Clear Lake Shores



FINAL PLAT OF
STAR HARBOR LANDING

A SUBDIVISION OF

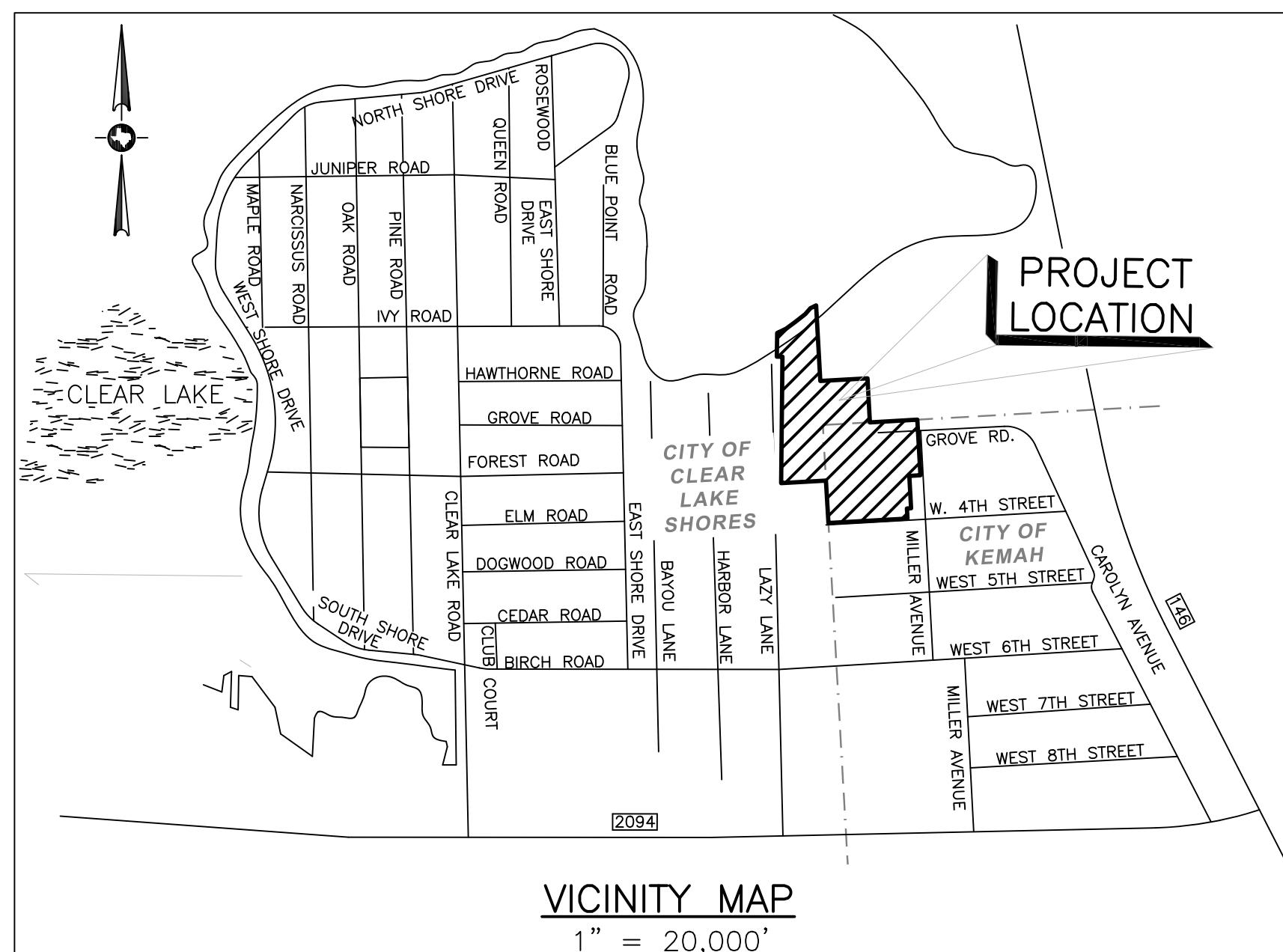
8.0062 ACRES OF LAND

BEING ALL OF THAT CERTAIN 3.9668 ACRE "TRACT 1" AND 0.1642 ACRE "TRACT 2" CONVEYED TO STAR HARBOR RESORT, LLC, IN DEED RECORDED UNDER INSTRUMENT No. 2017021834 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.138 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC, IN DEED RECORDED UNDER INSTRUMENT No. 2018033143 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.4454 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC, IN DEED RECORDED UNDER INSTRUMENT No. 2018057433 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACTS BEING SITUATED IN THE M. MULDOON TWO LEAGUE GRANT, ABSTRACT No. 18 AND THE M. GOULDREICH LABOR SURVEY, ABSTRACT No. 12, TOGETHER WITH ALL OF LOT 1, IN BLOCK 1, OF WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT No. 2021044538 IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

CITY OF CLEAR LAKE SHORES/ CITY OF KEMAH
GALVESTON COUNTY, TEXAS.

OCTOBER, 2024

2 LOTS, 1 BLOCK



METES AND BOUNDS DESCRIPTION

Being all of that certain 3.9668 acre "Tract 1" and 0.1642 acre "Tract 2" conveyed to Star Harbor Resort, LLC, in deed recorded under instrument No. 2017021834 in the Office of the County Clerk of Galveston County, Texas, and all of that certain 0.138 acre tract conveyed to Star Harbor Resort, LLC, in deed recorded under instrument No. 2018033143 in the Office of the County Clerk of Galveston County, Texas, and all of that certain 0.4454 acre tract conveyed to Star Harbor Resort, LLC, in deed recorded under instrument No. 2018057433 in the Office of the County Clerk of Galveston County, Texas, said tracts being situated in the M. Muldoon Two League Grant, Abstract No. 18 and the M. Gouldreikh Labor Survey, Abstract No. 12, together with all of Lot 1, in Block 1, of WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under instrument No. 2021044538 in the map records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod found at the Southwest corner of said WESTWIND LANDING AT STAR HARBOR CONDOMINIUM subdivision, said point lying in the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey, said point also lying in the Northwesterly line of West 4th Street, being a 60 foot right-of-way;

THENCE North 05°22'38" West along the West line of said WESTWIND LANDING AT STAR HARBOR CONDOMINIUM Subdivision, same being the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey, a distance of 190.00 feet to a point for corner, and a found 1/2 inch rod;

THENCE South 84°37'22" West over and across said M. Muldoon Two League Grant, at a distance of 146.3 feet pass a 1/2 inch rod found for a point on line, and continuing for a total distance of 200.93 feet to a point for corner, said point lying in a waterway canal;

THENCE over and across said waterway canal the following courses and distances:

North 01°32'42" West, a distance of 565.32 feet to a point for corner;

South 88°44'02" West, a distance of 25.00 feet to a point for corner;

North 01°15'58" West, a distance of 106.04 feet to a point for corner, said point lying in Clear Lake Boat Channel

THENCE over and across said Clear Lake Boat Channel the following courses and distances:

North 75°09'17" East, a distance of 1.89 feet to a point for corner;

North 65°02'33" East, a distance of 7.57 feet to a point for corner;

North 60°50'30" East, a distance of 34.92 feet to a point for corner;

North 51°58'57" East, a distance of 37.83 feet to a point for corner;

North 50°47'17" East, a distance of 12.75 feet to a point for corner;

North 50°04'57" East, a distance of 56.51 feet to a point for corner;

North 38°42'35" East, a distance of 35.64 feet to a point for corner;

North 61°39'03" East, a distance of 27.96 feet to a point for corner, said point lying in the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey;

THENCE South 05°22'38" East along the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey, a distance of 8.0 feet pass a 1/2 inch rod found for a point on line, and continuing for a total distance of 338.68 feet to a point for corner, and a found 1/2 inch rod;

THENCE North 84°37'22" East over and across said M. Gouldreikh Labor Survey, a distance of 210.82 feet to a 5/8 inch rod found at the Northwest corner of REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under instrument No. 2020007253 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 05°22'38" East along the West line of said REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1) subdivision, a distance of 197.00 feet to a 5/8 inch rod found at the Southwest corner of said REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1);

THENCE North 84°38'30" East along the South line of said REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1) subdivision, a distance of 212.19 feet to a point for corner, and a set 1/2 inch rod, said point also lying in the West line of Miller Avenue, being a 60 foot right-of-way;

THENCE South 05°22'38" East along the West line of said Miller Avenue, a distance of 248.86 feet to a point for corner, and a 1/2 inch rod found at the Northeast corner of the remainder of a 20 foot private easement as shown on the recorded plat of LAGUNA DE LEVINE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 2004A, Page 22 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 84°37'22" West along the North line of said 20 foot private easement, a distance of 50.00 feet to a 1/2 inch rod found at the Northwest corner of said 20 foot private easement;

THENCE South 05°22'38" East over and across said 20 foot private easement and along the West line of the remainder of Lots 1, 2 and 3, of said LAGUNA DE LEVINE subdivision, a distance of 145.00 feet to a 1/2 inch rod found in the North line of Lot 4, of said LAGUNA DE LEVINE subdivision;

THENCE South 05°22'38" East along the North line of said Lot 4, a distance of 19.00 feet to a 5/8 inch rod found at the Northwest corner of said Lot 4;

THENCE South 84°37'22" West along the North line of said Lot 4, a distance of 45.00 feet to a 5/8 inch rod found in the North line of said West 4th Street;

THENCE South 84°37'22" West along the North line of said West 4th Street, a distance of 354.00 feet to the POINT OF BEGINNING of the herein described tract, and containing 8.0062 acres (348,747 square feet) of land, more or less.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight Sullivan, County Clerk,
Galveston County, Texas.

By: _____, Deputy

REvised: NOVEMBER 8, 2024
Survey Date: JULY 25, 2024
File No.: 0018-0010-0003-2024
Drafting: JK
Job No.: 24-2016

THE STATE OF TEXAS * KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON *

THAT We, Star Harbor Resort, LLC, owners of the property subdivided in the above foregoing map of STAR HARBOR LANDING, do hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements and designate said subdivision as STAR HARBOR LANDING, on addition to the City of Clear Lake Shores, Galveston County, Texas; and dedicate to the public use, as such, the streets, alleys, parks, and easements shown thereon forever except where noted on the map for private streets and do hereby waive any claims for damages occasioned by the establishment of grades as approved for the improvement of said streets and alleys, dedications or occasions by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, OWNER of the property subdivided in the above and foregoing STAR HARBOR LANDING, has complied with, or will comply with, the existing regulations heretofore on file and adopted by the City of Clear Lake Shores, Galveston County, Texas.

WITNESS MY HAND in the City of Clear Lake Shores, Galveston County, Texas, this _____ day of _____.

Eugene Kornata — Representative
Star Harbor Resort, LLC.

THE STATE OF ILLINOIS * KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COOK *

Before me, the undersigned authority, on this day personally appeared Eugene Kornata, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for
The State of Illinois
My Commission Expires: _____

NOTES:
1) This property does lie within the 100 Year Flood Plain according to FIR Map No. 48167C0042G, dated August 15, 2019, as established by the Federal Emergency Management Agency (Flood line shown herein in approximation).
2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
3) The Coordinates, Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HCCSD 57 (AW5499). All units are expressed in U.S. Survey Feet.
4) City Limit lines are shown in approximation and are based on Galveston Central Appraisal District Tax rolls.
5) The portion of this plot lying within the City of Clear Lake Shores is zoned M-1 Mixed Use District (MM) per zoning change motion passed June 5th, 2017. According to Sec 52-233, "For nonresidential use, there shall be no yard and lot requirements except as may be established by ordinance providing for fire protection."
6) Fidelity National Title Insurance Company
Insured: AC Marina Bay Harbor Marina, LLC, a Texas limited liability company
GF No.: FTH-18-FAH24007328D8
Issue Date: June 18, 2024

OWNER:
Star Harbor Resort, LLC
1716 C Washington Ave.
Houston, TX 77007
773-491-3100

SURVEYOR:
High Tide Land Surveying LLC
200 Houston Ave., Suite B
League City, Texas 77573
Phone No.: 281-554-7739



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-7739 | Email: info@hightidesurveying.com
200 HUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
MAILING | P.O. BOX 16142 | GALVESTON, TX 77552

FINAL PLAT OF
STAR HARBOR LANDING

A SUBDIVISION OF

8.0062 ACRES OF LAND

BEING ALL OF THAT CERTAIN 3.9668 ACRE "TRACT 1" AND 0.1642 ACRE "TRACT 2" CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2017021834 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.138 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2018033143 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.4454 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2018057433 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACTS BEING SITUATED IN THE M. MULDOON TWO LEAGUE GRANT, ABSTRACT No. 18 AND THE M. GOULDREICH LABOR SURVEY, ABSTRACT No. 12, TOGETHER WITH ALL OF LOT 1, IN BLOCK 1, OF WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT No. 2021044538 IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

CITY OF CLEAR LAKE SHORES/ CITY OF KEMAH
GALVESTON COUNTY, TEXAS

OCTOBER, 2024

2 LOTS, 1 BLOCK

PORTOFINO HARBOUR
DOCKOMINIUMS
(NO RECORD FOUND)

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

PORTOFINO HARBOUR
DOCKOMINIUMS
(NO RECORD FOUND)

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

M. GOULDREICH LABOR
SURVEY
ABSTRACT No. 12

LOT 1

3.7051 ACRES
(161,393 SF)

LOT 2

4.3010 ACRES
(187,354 SF)

M. GOULDREICH LABOR
SURVEY
ABSTRACT No. 12

CITY OF CLEAR LAKE SHORES

CITY OF KEMAH

W. 4th STREET

(60' R.O.W. - Not Open)

CREEKWOOD MANOR
SUBDIVISION
(6/38 GCMR)

AC Marina Bay Harbor
Marina, LLC
(Multiple Tracts)

WATERWAY

Canal ~

FINAL PLAT OF
STAR HARBOR LANDING

A SUBDIVISION OF

8.0062 ACRES OF LAND

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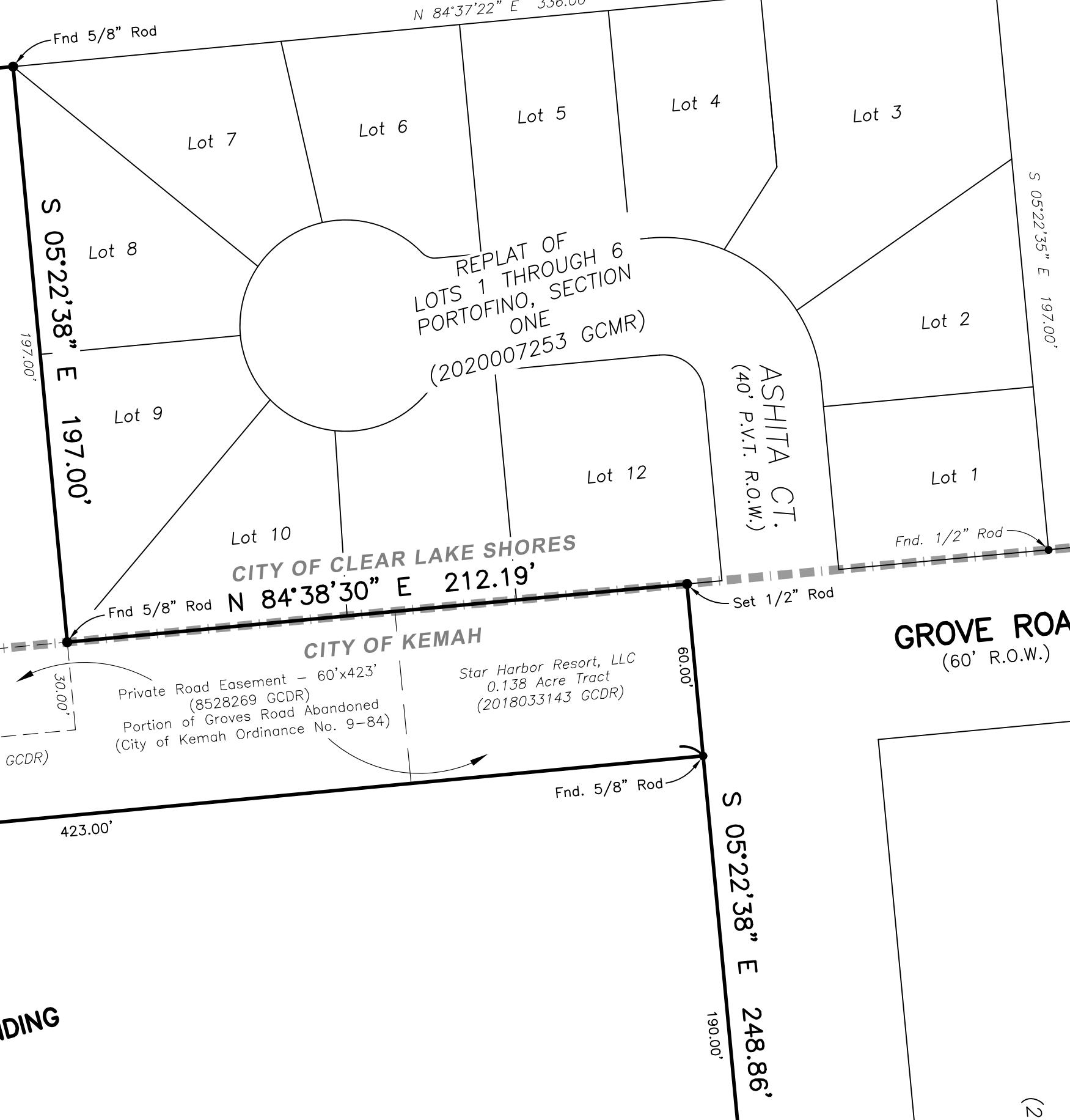
CITY OF CLEAR LAKE SHORES/ CITY OF KEMAH
GALVESTON COUNTY, TEXAS.

OCTOBER, 2024

2 LOTS, 1 BLOCK

PORTOFINO HARBOUR
DOCKMINIUMS
(NO RECORD FOUND)

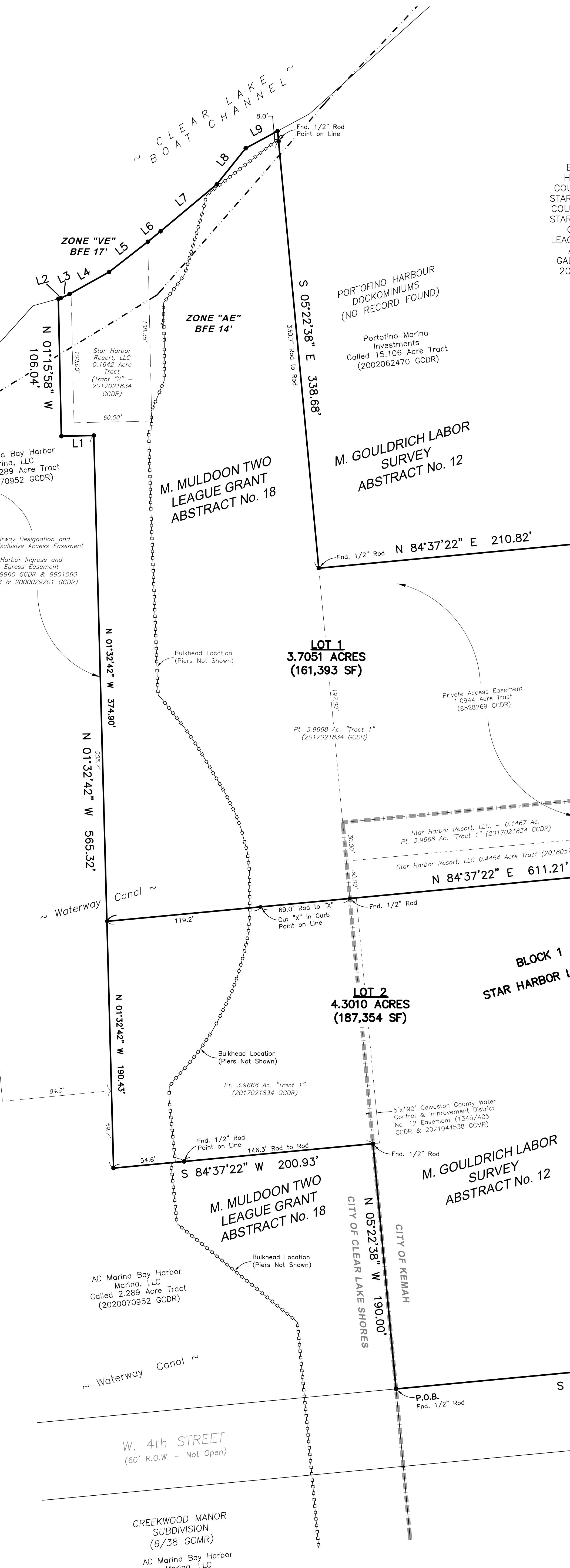
Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)



WEST KEMAH SUBDIVISION
SECTION 1
(254A/52, Trans. to 2/4 GCMR)

WESTWIND LANDING AT
STAR HARBOR CONDOMINIUM
(2021044538 GCMR)

BLOCK 3
WEST KEMAH SUBDIVISION
SECTION 1
(254A/52, Trans. to 2/4 GCMR)



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-1200 | info@hightidesurveying.com
209 HUSTON AVE, SUITE B | LEAGUE CITY, TX 77552
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

INTENDED USE TABLE

Lot 1	To Be Determined
Lot 2	Marina Facility Expansion

AREA TABLE

Total Plat Area City of Clear Lake Shores City of Kemah	8.0062 Acres (348,747 Sq. Ft.) 100% 3.9819 Acres (173,447 Sq. Ft.) 49.74% 4.0243 Acres (175,300 Sq. Ft.) 50.26%
Total Lot 1 Area Lot 1 (Clear Lake Shores) Lot 1 (Kemah)	3.7051 Acres (161,393 Sq. Ft.) 100% 3.1330 Acres (136,472 Sq. Ft.) 84.6% 0.5721 Acre (24,921 Sq. Ft.) 15.4%
Total Lot 2 Area Lot 2 (Clear Lake Shores) Lot 2 (Kemah)	4.3010 Acres (187,354 Sq. Ft.) 100% 0.8486 Acre (36,969 Sq. Ft.) 19.7% 3.4524 Acres (150,385 Sq. Ft.) 80.3%

LEGEND

Fnd.	Found
GCDR	Galveston County Deed Records
GCMR	Galveston County Map Records
Pt.	Point
P.O.B.	Point of Beginning
R.O.W.	Right of Way
U.E.	Utility Easement
City Limits	
Existing Bulkhead	
Flood Line (FEMA)	

LINE	BEARING	DISTANCE
L1	S 88°44'02" W 25.00'	
L2	N 01°32'42" E 119.2'	
L3	N 65°20'23" E 7.57'	
L4	N 60°50'30" E 134.92'	
L5	N 51°58'57" E 37.83'	
L6	N 50°47'17" E 12.75'	
L7	N 50°04'51" E 56.51'	
L8	N 49°41'56" E 10.44'	
L9	N 61°39'03" E 177.96'	
L10	S 84°37'22" W 50.00'	
L11	S 05°22'38" E 45.00'	

SCALE: 1" = 40'

REPLAT OF
STAR HARBOR LANDING

A SUBDIVISION OF

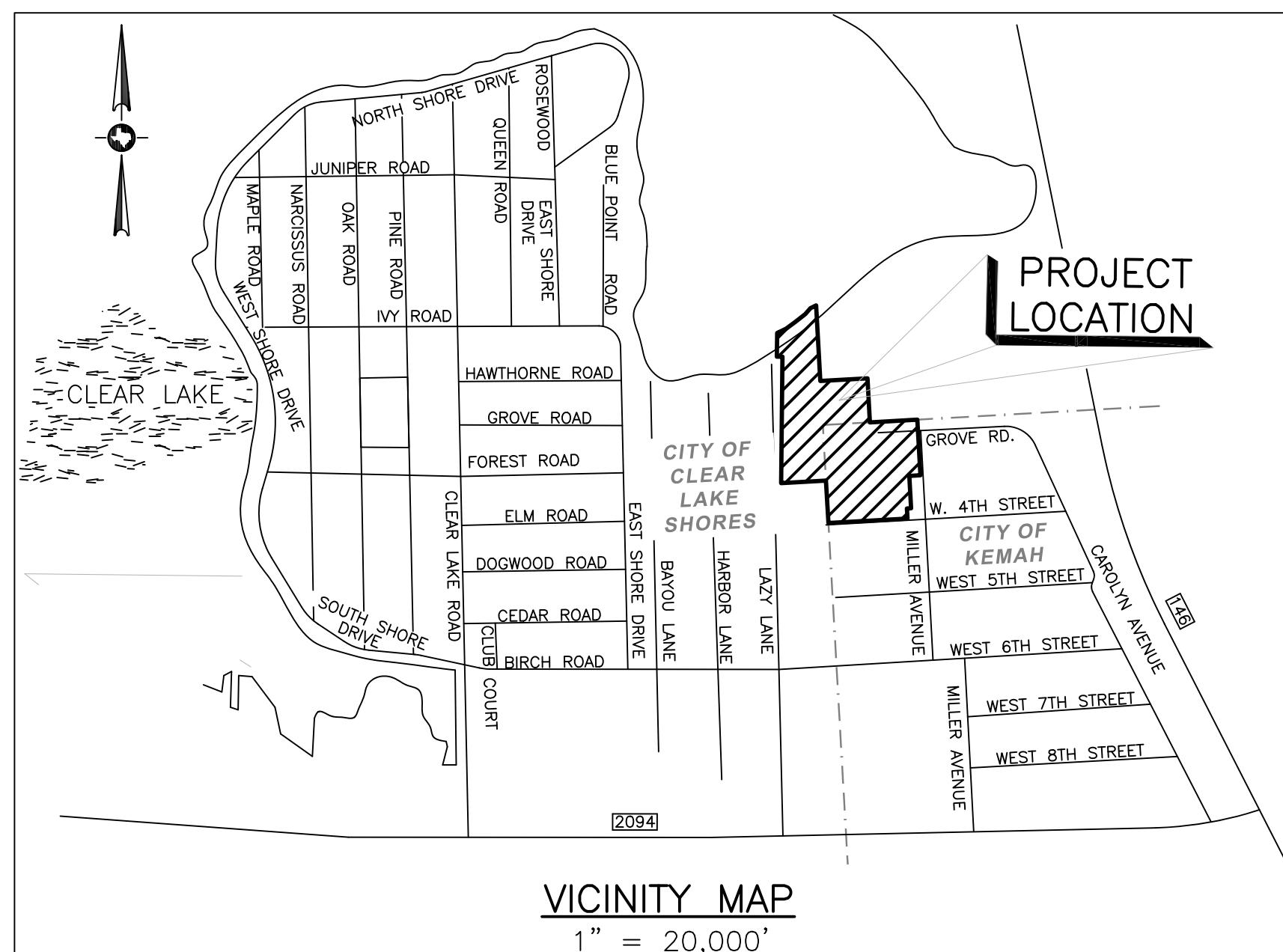
8.0062 ACRES OF LAND

BEING ALL OF THAT CERTAIN 3.9668 ACRE "TRACT 1" AND 0.1642 ACRE "TRACT 2" CONVEYED TO STAR HARBOR RESORT, LLC, IN DEED RECORDED UNDER INSTRUMENT No. 2017021834 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.138 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC, IN DEED RECORDED UNDER INSTRUMENT No. 2018033143 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.4454 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC, IN DEED RECORDED UNDER INSTRUMENT No. 2018057433 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACTS BEING SITUATED IN THE M. MULDOON TWO LEAGUE GRANT, ABSTRACT No. 18 AND THE M. GOULDREICH LABOR SURVEY, ABSTRACT No. 12, TOGETHER WITH ALL OF LOT 1, IN BLOCK 1, OF WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT No. 2021044538 IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

CITY OF CLEAR LAKE SHORES/ CITY OF KEMAH
GALVESTON COUNTY, TEXAS.

OCTOBER, 2024

2 LOTS, 1 BLOCK



This is to certify that I, Stephen C. Blaskey, A Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all corners are properly marked and that this plat correctly represents that survey made under my direction.



FOR REVIEW
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT

Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

METES AND BOUNDS DESCRIPTION

Being all of that certain 3.9668 acre "Tract 1" and 0.1642 acre "Tract 2" conveyed to Star Harbor Resort, LLC, in deed recorded under instrument No. 2017021834 in the Office of the County Clerk of Galveston County, Texas, and all of that certain 0.138 acre tract conveyed to Star Harbor Resort, LLC, in deed recorded under instrument No. 2018033143 in the Office of the County Clerk of Galveston County, Texas, and all of that certain 0.4454 acre tract conveyed to Star Harbor Resort, LLC, in deed recorded under instrument No. 2018057433 in the Office of the County Clerk of Galveston County, Texas, said tracts being situated in the M. Muldoon Two League Grant, Abstract No. 18 and the M. Gouldreikh Labor Survey, Abstract No. 12, together with all of Lot 1, in Block 1, of WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under instrument No. 2021044538 in the map records in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod found at the Southwest corner of said WESTWIND LANDING AT STAR HARBOR CONDOMINIUM subdivision, said point lying in the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey, said point also lying in the Northwesterly line of West 4th Street, being a 60 foot right-of-way;

THENCE North 05°22'38" West along the West line of said WESTWIND LANDING AT STAR HARBOR CONDOMINIUM Subdivision, same being the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey, a distance of 190.00 feet to a point for corner, and a found 1/2 inch rod;

THENCE South 84°37'22" West over and across said M. Muldoon Two League Grant, at a distance of 146.3 feet pass a 1/2 inch rod found for a point on line, and continuing for a total distance of 200.93 feet to a point for corner, said point lying in a waterway canal;

THENCE over and across said waterway canal the following courses and distances:

North 01°32'42" West, a distance of 565.32 feet to a point for corner;

South 88°44'02" West, a distance of 25.00 feet to a point for corner;

North 01°15'58" West, a distance of 106.04 feet to a point for corner, said point lying in Clear Lake Boat Channel

THENCE over and across said Clear Lake Boat Channel the following courses and distances:

North 75°09'17" East, a distance of 1.89 feet to a point for corner;

North 65°02'33" East, a distance of 7.57 feet to a point for corner;

North 60°50'30" East, a distance of 34.92 feet to a point for corner;

North 51°58'57" East, a distance of 37.83 feet to a point for corner;

North 50°47'17" East, a distance of 12.75 feet to a point for corner;

North 50°04'57" East, a distance of 56.51 feet to a point for corner;

North 38°42'35" East, a distance of 35.64 feet to a point for corner;

North 61°39'03" East, a distance of 27.96 feet to a point for corner, said point lying in the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey;

THENCE South 05°22'38" East along the common line between said M. Muldoon Two League Grant and said M. Gouldreikh Labor Survey, a distance of 8.0 feet pass a 1/2 inch rod found for a point on line, and continuing for a total distance of 338.68 feet to a point for corner, and a found 1/2 inch rod;

THENCE North 84°37'22" East over and across said M. Gouldreikh Labor Survey, a distance of 210.82 feet to a 5/8 inch rod found at the Northwest corner of REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under instrument No. 2020007253 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 05°22'38" East along the West line of said REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1) subdivision, a distance of 197.00 feet to a 5/8 inch rod found at the Southwest corner of said REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1);

THENCE North 84°38'30" East along the South line of said REPLAT OF LOTS 1 THROUGH 6, PORTOFINO, SECTION ONE (1) subdivision, a distance of 212.19 feet to a point for corner, and a set 1/2 inch rod, said point also lying in the West line of Miller Avenue, being a 60 foot right-of-way;

THENCE South 05°22'38" East along the West line of said Miller Avenue, a distance of 248.86 feet to a point for corner, and a 1/2 inch rod found at the Northeast corner of the remainder of a 20 foot private easement as shown on the recorded plat of LAGUNA DE LEVINE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 2004A, Page 22 in the Office of the County Clerk of Galveston County, Texas;

THENCE South 05°22'38" West along the North line of said 20 foot private easement, a distance of 50.00 feet to a 1/2 inch rod found at the Northwest corner of said 20 foot private easement;

THENCE South 05°22'38" East over and across said 20 foot private easement and along the West line of the remainder of Lots 1, 2 and 3, of said LAGUNA DE LEVINE subdivision, a distance of 145.00 feet to a 1/2 inch rod found in the North line of Lot 4, of said LAGUNA DE LEVINE subdivision;

THENCE South 05°22'38" East along the North line of said Lot 4, a distance of 19.00 feet to a 5/8 inch rod found at the Northwest corner of said Lot 4;

THENCE South 05°22'38" East along the West line of said Lot 4, a distance of 45.00 feet to a 5/8 inch rod found in the North line of said West 4th Street;

THENCE South 05°22'38" West along the North line of said West 4th Street, a distance of 354.00 feet to the POINT OF BEGINNING of the herein described tract, and containing 8.0062 acres (348,747 square feet) of land, more or less.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight Sullivan, County Clerk,
Galveston County, Texas.

By: _____, Deputy



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-1200 | www.hightide.com
200 HUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

THE STATE OF TEXAS * KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON *

THAT We, Star Harbor Resort, LLC, owners of the property subdivided in the above foregoing map of STAR HARBOR LANDING, do hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements and designate said subdivision as STAR HARBOR LANDING, on addition to the City of Clear Lake Shores, Galveston County, Texas; and dedicate to the public use, as such, the streets, alleys, parks, and easements shown thereon forever except where noted on the map for private streets and do hereby waive any claims for damages occasioned by the establishment of roads as aforesaid, for any damage to property caused by or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, OWNER of the property subdivided in the above and foregoing STAR HARBOR LANDING, has complied with, or will comply with, the existing regulations heretofore on file and adopted by the City of Clear Lake Shores, Galveston County, Texas.

WITNESS MY HAND in the City of Clear Lake Shores, Galveston County, Texas, this _____ day of _____.

Eugene Kornata — Representative
Star Harbor Resort, LLC.

THE STATE OF ILLINOIS * KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COOK *

Before me, the undersigned authority, on this day personally appeared Eugene Kornata, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2024.

Notary Public in and for
The State of Illinois
My Commission Expires: _____

NOTES:
 1) This property does lie within the 100 Year Flood Plain according to FIR Map No. 48167C0042G, dated August 15, 2019, as established by the Federal Emergency Management Agency (Flood line shown herein in approximation).
 2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
 3) The Coordinates, Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HCCSD 57 (AW5499). All units are expressed in U.S. Survey Feet.
 4) City Limit lines are shown in approximation and are based on Galveston Central Appraisal District tax rolls.
 5) The portion of this plot lying within the City of Clear Lake Shores is zoned M-1 Mixed Use District (MM) per zoning change motion passed June 5th, 2017. According to Sec. 62-233, "For nonresidential use, there shall be no yard and lot requirements except as may be established by ordinance providing for fire protection."
 6) Fidelity National Title Insurance Company
Insured: AC Marina Bay Harbor Marina, LLC, a Texas limited liability company
GF No.: FTH-18-FAH24007328D8
Issue Date: June 18, 2024
 7) The purpose of this replat is for a real estate transaction.

OWNER:
Star Harbor Resort, LLC
1716 C Washington Ave.
Houston, TX 77007
773-491-3100

SURVEYOR:
High Tide Land Surveying LLC
200 Houston Ave., Suite B
League City, Texas 77573
Phone No.: 281-554-7739

REPLAT OF
STAR HARBOR LANDING

A SUBDIVISION OF

8.0062 ACRES OF LAND

BEING ALL OF THAT CERTAIN 3.9668 ACRE "TRACT 1" AND 0.1642 ACRE "TRACT 2" CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2017021834 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.138 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2018033143 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.4454 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2018057433 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACTS BEING SITUATED IN THE M. MULDOON TWO LEAGUE GRANT, ABSTRACT No. 18 AND THE M. GOULDREICH LABOR SURVEY, ABSTRACT No. 12, TOGETHER WITH ALL OF LOT 1, IN BLOCK 1, OF WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT No. 2021044538 IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

CITY OF CLEAR LAKE SHORES/ CITY OF KEMAH
GALVESTON COUNTY, TEXAS.

OCTOBER, 2024

2 LOTS, 1 BLOCK

PORTOFINO HARBOUR
DOCKOMINIUMS
(NO RECORD FOUND)

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

PORTOFINO HARBOUR
DOCKOMINIUMS
(NO RECORD FOUND)

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

M. GOULDREICH LABOR
SURVEY
ABSTRACT No. 12

LOT 1

3.7051 ACRES
(161,393 SF)

LOT 2

4.3010 ACRES
(187,354 SF)

M. GOULDREICH LABOR
SURVEY
ABSTRACT No. 12

CITY OF CLEAR LAKE SHORES

CITY OF KEMAH

W. 4th STREET

(60' R.O.W. - Not Open)

CREEKWOOD MANOR
SUBDIVISION
(6/38 GCMR)

AC Marina Bay Harbor
Marina, LLC
(Multiple Tracts)

WATERWAY

REPLAT OF
STAR HARBOR LANDING

A SUBDIVISION OF

8.0062 ACRES OF LAND

BEING ALL OF THAT CERTAIN 3.9668 ACRE "TRACT 1" AND 0.1642 ACRE "TRACT 2" CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2017021834 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.138 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2018033143 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.4454 ACRE TRACT CONVEYED TO STAR HARBOR RESORT, LLC. IN DEED RECORDED UNDER INSTRUMENT No. 2018057433 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACTS BEING SITUATED IN THE M. MULDOON TWO LEAGUE GRANT, ABSTRACT No. 18 AND THE M. GOULDICH LABOR SURVEY, ABSTRACT No. 12, TOGETHER WITH ALL OF LOT 1, IN BLOCK 1, OF WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER INSTRUMENT No. 2021044538 IN THE MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

CITY OF CLEAR LAKE SHORES/ CITY OF KEMAH
GALVESTON COUNTY, TEXAS.

OCTOBER, 2024

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DOCKOMINIUMS
(NO RECORD FOUND)

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

PORTOFINO HARBOUR
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Portofino Marina
Investments
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M. GOULDICH LABOR
SURVEY
ABSTRACT No. 12

M. MULDOON TWO
LEAGUE GRANT
ABSTRACT No. 18

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3.7051 ACRES
(161,393 SF)

LOT 2
4.3010 ACRES
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BLOCK 1
STAR HARBOR LANDING

M. GOULDICH LABOR
SURVEY
ABSTRACT No. 12

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

Portofino Marina
Investments
Called 15.106 Acre Tract
(2002062470 GCDR)

REPLAT OF
LOTS 1 THROUGH 6
PORTOFINO, SECTION
ONE
(202007253 GCMR)

ASHITA CT.
(40' P.V.T. R.O.W.)

GROVE ROAD
(60' R.O.W.)

MILLER
AVENUE
(60'
R.O.W.)

WEST KEMAH SUBDIVISION
SECTION 1
(254A/52, Trans. to 2/4 GCMR)

WESTWIND LANDING AT
STAR HARBOR
CONDOMINIUM
(2021044538 GCMR)

BLOCK 3
WEST KEMAH SUBDIVISION
SECTION 1
(254A/52, Trans. to 2/4 GCMR)

CREEKWOOD MANOR
SUBDIVISION
(6/38 GCMR)

AC Marina Bay Harbor
Marina, LLC
(Multiple Tracts)



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LEGEND

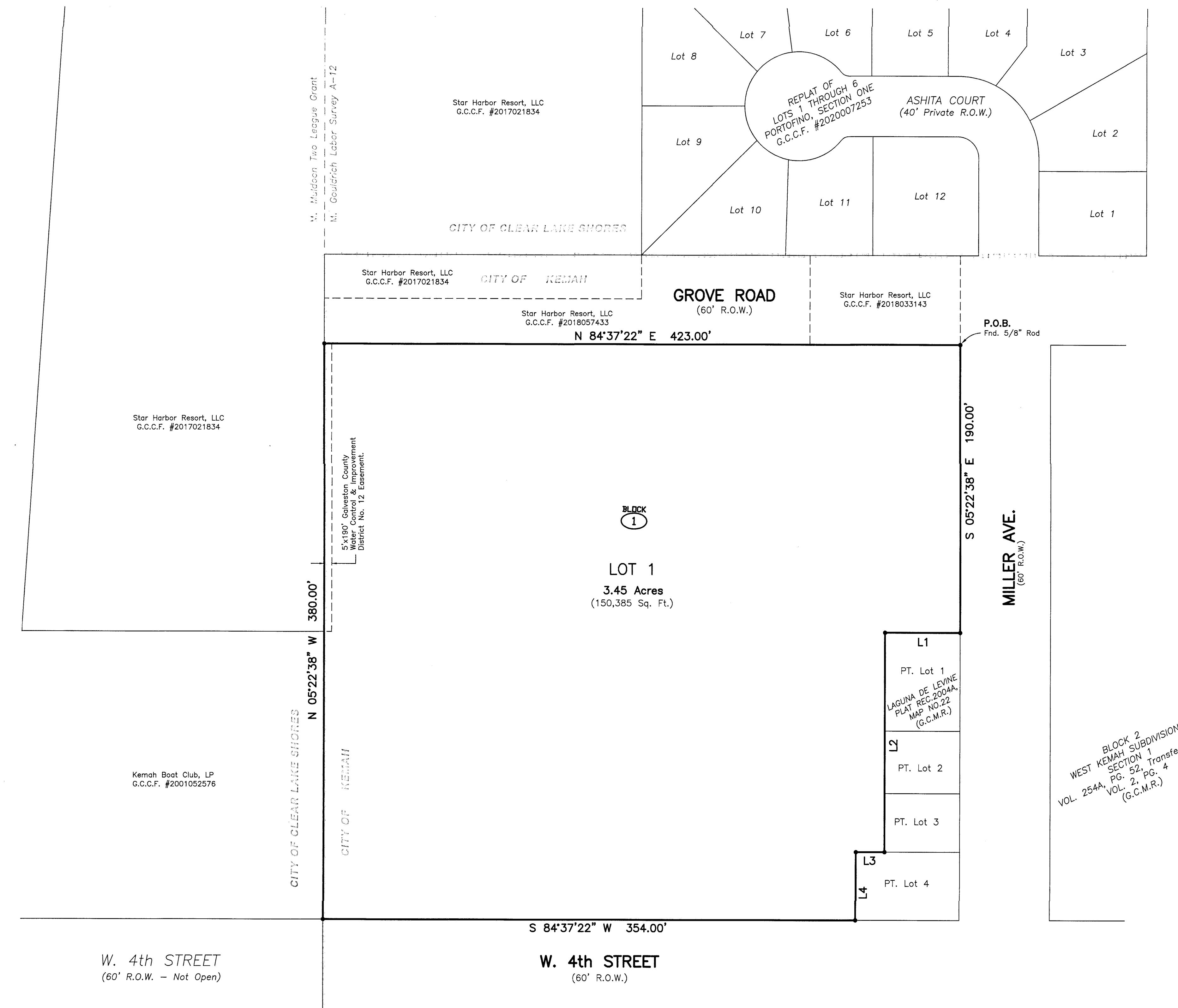
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R.O.W.	Right of Way
U.E.	Utility Easement
City Limits	
Existing Bulkhead	
Flood Line (FEMA)	

LINE	BEARING	DISTANCE
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L2	N 88°44'02" E 25.00'	
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SCALE: 1" = 40'

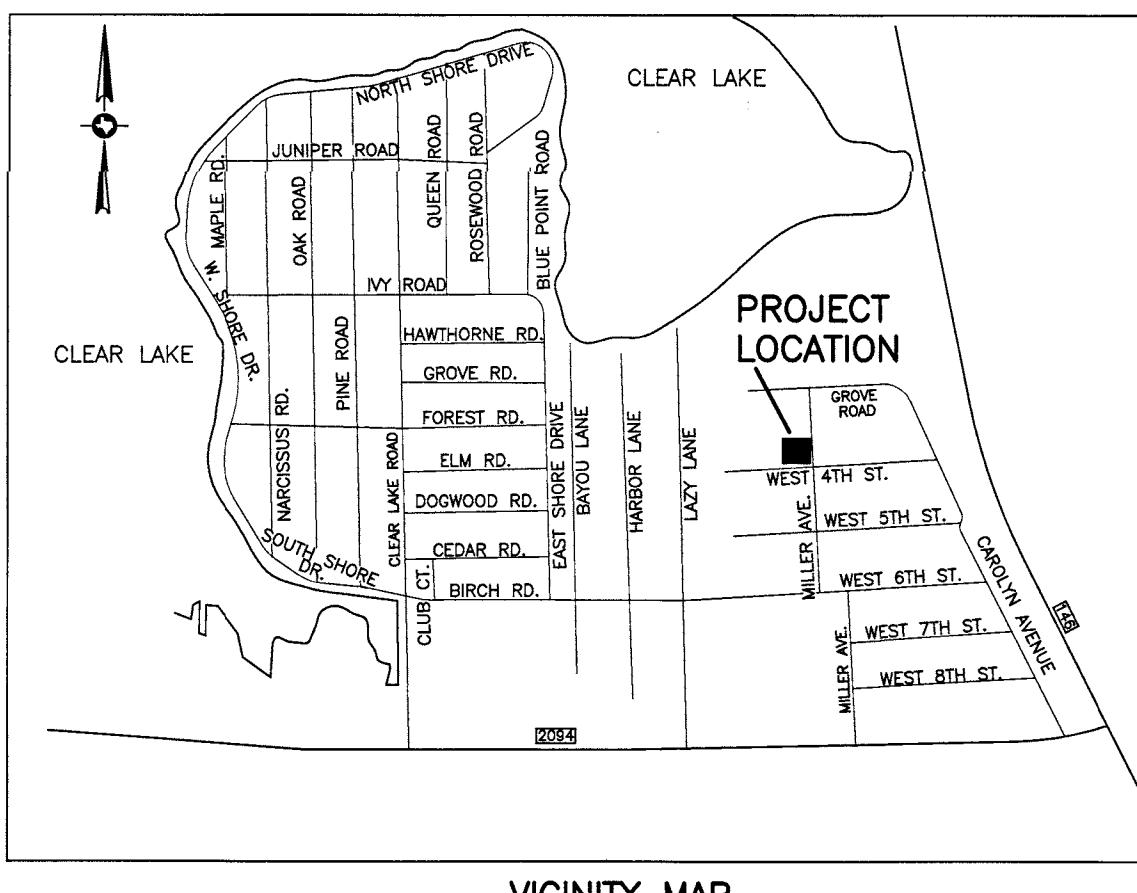
Lot 1	To Be Determined
Lot 2	Marina Facility Expansion

AREA TABLE	
Total Plat Area	8.0062 Acres (348,747 Sq. Ft.) 100%
City of Clear Lake Shores	3.9819 Acres (173,447 Sq. Ft.) 49.74%
City of Kemah	4.0243 Acres (175,300 Sq. Ft.) 50.26%
Total Lot 1 Area	3.7051 Acres (161,393 Sq. Ft.) 100%
Lot 1 (Clear Lake Shores)	3.1330 Acres (136,472 Sq. Ft.) 84.6%
Lot 1 (Kemah)	0.5721 Acre (24,921 Sq. Ft.) 15.4%
Total Lot 2 Area	4.3010 Acres (187,354 Sq. Ft.) 100%
Lot 2 (Clear Lake Shores)	0.8486 Acre (36,969 Sq. Ft.) 19.7%
Lot 2 (Kemah)	3.4524 Acres (150,385 Sq. Ft.) 80.3%



LINE	BEARING	DISTANCE
L1	S 84°37'22" W	50.00'
L2	S 052°23'38" E	145.00'
L3	S 84°37'22" W	119.00'
L4	S 052°23'38" E	145.00'

0 40 80 120
SCALE: 1" = 40'



THE STATE OF TEXAS * KNOW ALL MEN BY THESE PRESENTS

THAT Star Harbor Resort, LLC, owners of the property subdivided in the above and foregoing plot of **WESTWIND LANDING AT STAR HARBOR CONDOMINIUM**, being all of Lots 1 through 10 in Block 2 of **WEST KEMAH SUBDIVISION SECTION ONE**, a subdivision of record in Volume 254A, Page 52 and transferred to Volume 2, Page 4 of the Map Records of Galveston County, Texas, being all of Lots 5 through 18, in West 19 feet of Lots 1 through 18 of **LAGUNA DE LEVINE**, a subdivision of record in Plat Record 2004A, Map Number 22, of the Map Records of Galveston County, Texas, together with a 20 foot Private Access and Utility Easement along the North line of said Lots 12 through 18 of said **LAGUNA DE LEVINE** Subdivision, as evidenced by those Warranty Deeds recorded in Clerk's File Numbers 2017021834, 2017040859 2017040862, 2017040863, and 2017040864 of the Official Public Records of Real Property of Galveston County, Texas, do hereby create and establish the Subdivision, according to the lines, lots, building lines, streets, and notations thereon shown and doth name the said Subdivision **WESTWIND LANDING AT STAR HARBOR CONDOMINIUM**;

FURTHER, OWNER of the property subdivided in the above and foregoing **WESTWIND LANDING AT STAR HARBOR CONDOMINIUM** have complied with, or will comply with, the existing regulations heretofore on file and adopted by the City of Kemah, Galveston County, Texas, described as follows:

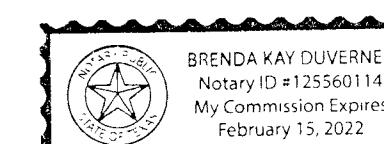
WITNESS MY HAND in the City of Kemah, Galveston County, Texas, this 16th day of June 2021.

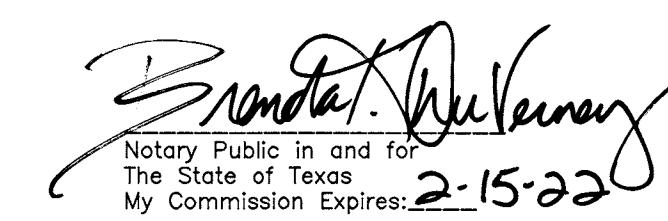

Mark Caldwell, Managing Member
Star Harbor Resort, LLC

THE STATE OF TEXAS *
COUNTY OF GALVESTON *

Before me, the undersigned authority, on this day personally appeared Mark Caldwell, Managing Member, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as an act and deed of said Star Harbor Resort, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of June 2021.

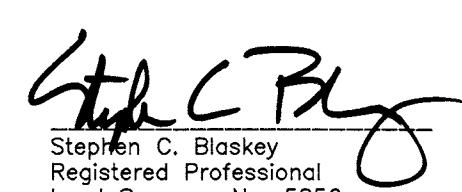



Brenda Kay Duverney
Notary Public in and for
The State of Texas
My Commission Expires: 2-15-22

WEST KEMAH SUBDIVISION
SECTION 2
VOL. 254A, PG. 52, PG. 4
G.C.M.R.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.




Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

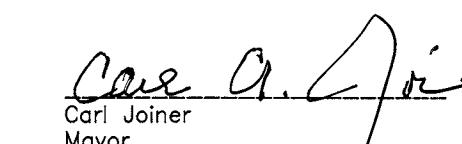
ABBREVIATIONS:

G.C.M.R.	Galveston County Map Records
G.C.C.F. #	Galveston County Clerk's File Number
R.O.W.	Right-of-Way
P.O.B.	Point of Beginning

This is to certify that the City Council of the City of Kemah, Texas, on motion made and seconded and adopted has approved this plot and subdivision of **WESTWIND LANDING AT STAR HARBOR CONDOMINIUM** as shown herein, and ordered said plot filed on record in the office of the County Clerk of Galveston County, Texas.

IN TESTIMONY WHEREOF, witness the official signatures this 16th day of June 2021.


Melinda Chilcote
City Secretary


Carl Joiner
Mayor

FINAL PLAT OF WESTWIND LANDING AT STAR HARBOR CONDOMINIUM

A SUBDIVISION OF 3.45 ACRES OF LAND

BEING ALL OF LOTS 1 THROUGH 10 IN BLOCK 2 OF **WEST KEMAH SUBDIVISION SECTION ONE**, VOLUME 254A, PAGE 52 AND TRANSFERRED TO VOLUME 2, PAGE 4 OF THE G.C.M.R., THE WEST 19 FEET OF LOTS 1 THROUGH 3, ALL OF LOTS 5 THROUGH 18 OF **LAGUNA DE LEVINE**, PLAT RECORD 2004A, MAP NUMBER 22 OF THE G.C.M.R.

SITUATED IN THE
M. GULDICH LABOR SURVEY, ABSTRACT 12
CITY OF KEMAH
GALVESTON COUNTY, TEXAS
1 LOT, 1 BLOCK

OWNER:
Star Harbor Resort, LLC
1716 C Washington Ave.
Houston, TX 77007

SURVEYOR:
High Tide Land Surveying LLC.
200 Houston Ave., Suite B
League City, Texas 77573
Phone No.: 281-554-7739



LEAGUE CITY OFFICE
Registration Number: 10194549
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B / LEAGUE CITY, TX 77573
Mailing / P.O. BOX 16142 / GALVESTON, TX 77552

REVISED: APRIL 15, 2021
SURVEY DATE: OCTOBER 27, 2020
FILE NO.: 7485-0002-0001-00
DRAWING: ECU
JOB NO.: 19-0058

20104538



**City of Kemah, Texas
Department of Community Services**

PLAT APPLICATION

Plat Project #: _____

Name of Proposed Plat: Star Harbor Landing

Project Address: Miller Ave. at Grove Rd. , Kemah/ Clear Lake Shores, TX

Plat in Acres: 8.0062 No. Of Lots: 2 Total Reserve Acres: 0

Key Map Page No. 620T Firm Map Panel Number: 48167C0042G Current Flood Zone: AE 14'/ VE 17'

Plat Type (Check): Masterplan/ Conceptual Preliminary Final Amending Abbreviated Replat

Property Information:

Legal Description: Tract of land situated in the M. Muldoon Two League Grant and the M. Gouldrich Labor Survey (See plat cover sheet for entire description)

Galveston County Tax Account Number(S). 389732

Current Zoning District: Commercial

Applicant:	<u>Star Harbor Resort, LLC.</u>	Surveyor/Engineer:	<u>High Tide Land Surveying, LLC.</u>
Address:	<u>1716 C Washington Ave.</u>	Address:	<u>200 Houston Ave. Suite B</u>
City, St, Zip:	<u>Houston, TX 77007</u>	City, St, Zip:	<u>League City, TX 77573</u>
Phone:	<u>773-491-3110</u>	Phone:	<u>281-554-7739</u>
Email:	<u>gkornata@rebelhospitalityllc.com</u>	Email:	<u>james@hightidesurveying.com</u>

PLAT SUBMITTAL REQUIREMENTS: Submission is not considered administratively complete until the following items have been received and fees have been paid. Official date of submission is when the submittal is administratively complete.

- Plat Application and Fee
- Two (2) Hard Copies of the Plat
- Any corresponding documents, including Surveys, City Planning Letter, Original Tax Certificates, Lienholders Subordination, etc.
- Digital copies of all above in pdf format on USB drive

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not.

Owner/Agent Signature & Date: James Kornata

Address: 200 Houston Ave. Suite B

Phone: 281-554-7739

Email: james@hightidesurveying.com

Plat Fee: _____

Payment Type: _____

Payment Date: _____

City Council Submission Date: _____

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:



**Fidelity National Title Insurance
Company**

Commitment Number:

FAH24007328

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

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

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

Fidelity National Title Insurance Company

By:

Issued By:

Fidelity National Title Agency, Inc.

A handwritten signature in black ink.

Authorized Signatory



Michael J. Nolan, President

Attest:

A handwritten signature in black ink.

Marjorie Nemzura, Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

SCHEDULE A

Effective Date: June 10, 2024 at 8:00 AM
Commitment No.: FAH24007328

GF No.: FTH-18-FAH24007328DB
Issued: June 18, 2024 at 8:00 AM

1. The policy or policies to be issued are:

a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$2,200,000.00

PROPOSED INSURED: AC Marina Bay Harbor Marina, LLC, a Texas limited liability company

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

Policy Amount:

PROPOSED INSURED:

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

Policy Amount: TBD

PROPOSED INSURED:

Proposed Borrower: AC Marina Bay Harbor Marina, LLC, a Texas limited liability company

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

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

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

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

f. OTHER

Policy Amount:

PROPOSED INSURED:

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

Fee Simple

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

STAR HARBOR RESORT, LLC, a Texas limited liability company

4. Legal description of land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

TRACT 1:

Lot 1, Block 1, of WESTWIND LANDING AT STAR HARBOR CONDOMINIUM, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in [Document No. 2021044538](#), of the Map Records of Galveston County, Texas.

TRACT 2:

FOR INFORMATIONAL USE ONLY, NOT TO BE USED FOR CONVEYANCING PURPOSES. LEGAL DESCRIPTION TO BE PROVIDED.

APPROXIMATELY 0.84 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF TRACT 1 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN CONVEYED TO STAR HARBOR RESORT, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED APRIL 10, 2017 UNDER GALVESTON COUNTY CLERK'S [FILE NO. 2017021834](#).

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Commitment No.: FAH24007328

GF No.: FTH-18-FAH24007328DB

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 753, Page 432; Volume 789, Page 674; Volume 793, Page 410; Volume 839, Page 467; Volume 861, Page 258; Volume 865, Page 514; Volume 879, Page 508; Volume 891, Page 357; Volume 1145, Pages 172 and 173; and Volume 1289, Page 528; Volume 1715, Page 572, in the Deed Records of Galveston County, Texas, Volume 2004A, Page 22, and Volume 254A, Page 52, of the Official Records of Galveston County, Texas, and under Galveston County Clerk's File No.(s) 9839961; 9901061; 2000029202, and 2001052575

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2024 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
 - a. Rights of parties in possession.
 - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
 - c. Any and all leases, recorded or unrecorded with rights of tenants in possession.
 - d. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the recorded plat:

Purpose: Water Control & Improvement District No. 12 easement
Affects: Five by One Hundred Ninety feet (5' x 190') along the northwesterly corner
 - e. Building setback line, 20 feet in width, along the North property line, as recorded in/under Volume 254A, Page 52, later transferred to [Volume 2, Page 4](#) of the Map Records of Galveston County, Texas and as set forth in instrument recorded in/under [Volume 753, Page 432](#) in the Office of the County Clerk of Galveston County, Texas
 - f. Building setback lines, 5 feet in width, along the side property lines, as recorded in/under [Volume 753, Page 432](#) in the Office of the County Clerk of Galveston County, Texas.
 - g. A utility easement, 5 feet in width, located along the East property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to [Volume 2, Page 4](#) of the Map Records of Galveston County, Texas.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- h. utility easement, 5 feet in width, located along the West property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to [Volume 2, Page 4](#) of the Map Records of Galveston County, Texas.
- i. A utility easement, 5 feet in width, located along the West property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to [Volume 2, Page 4](#) of the Map Records of Galveston County, Texas.
- j. A utility easement, 5 feet in width, located along the South property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to [Volume 2, Page 4](#) of the Map Records of Galveston County, Texas.
- k. An easement 5 feet wide along the south lot line, and an aerial easement 5 feet wide from a plane 20 feet above the ground upward, located adjacent thereto for the use of public utilities, as recorded in/under [Plat Record 2004A, Map Number 22](#) of the Map Records of Galveston County, Texas.
- l. An easement 5 feet wide along the north lot line, and an aerial easement 5 feet wide from a plane 20 feet above the ground upward, located adjacent thereto for the use of public utilities, as recorded in/under [Plat Record 2004A, Map Number 22](#) of the Map Records of Galveston County, Texas.
- m. Building line 10 feet from West 4th Street, as recorded under Plat [Record 2004A, Map Number 22](#) of the Map Records of Galveston County, Texas.
- n. Building line 10 feet from the 20' Private Access & Util. Easement, as recorded in/under Plat [Record 2004A, Map Number 22](#) of the Map Records of Galveston County, Texas.
- o. Private Access & Util. Easement 20 feet wide along the north line of the subdivision, as recorded under [Plat Record 2004A, Map Number 22](#) of the Map Records of Galveston County, Texas.
- p. An easement for drainage purposes extending a distance of 25 feet on each side of the centerline of all natural drainage courses, as reflected by the plat recorded under Plat [Record 2004A, Map Number 22](#) of the Map Records of Galveston County, Texas.
- q. A water line easement, 5 feet in width, located along the West property line of subject property as set forth in instrument recorded in/under [Volume 1345, Page 405](#) in the Office of the County Clerk of Galveston County, Texas.
- r. An easement for purposes of a private roadway located on subject property granted to the owners and holders of liens against the adjacent property, both presently and in the future, by instrument recorded in/under County Clerk's File No. [8528269](#) of the Official Public Records of Real Property of Galveston County, Texas.
- s. An easement for purposes of a pipeline, utility line and access easement located on subject property granted to Portofino Harbour Management Company by instrument recorded in/under County Clerk's File Nos. [8615778](#) and [8920585](#) of the Official Public Records of Real Property of Galveston County, Texas.
- t. An easement for purposes of fairway designation and non-exclusive access located on subject property granted to Star Fleet, Inc. by instrument recorded in/under County Clerk's File Nos. [9839960](#), [9901060](#) and [2000029201](#) of the Official Public Records of Real Property of Galveston County, Texas.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- u. All terms, conditions, and provisions of that certain unrecorded drainage line agreement with the City of Kemah as referenced in instrument recorded in/under County Clerk's [File No. 9220897](#) of the Official Public Records of Real Property of Galveston County, Texas.
- v. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- w. The Land lies within the boundaries of Galveston County Water Control & Improvement District 12.
- x. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

SCHEDULE C

Commitment No.: FAH24007328

GF No.: FTH-18-FAH24007328DB

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. A deed of trust to secure an indebtedness in the amount of \$1,250,000.00, dated April 7, 2017, STAR HARBOR RESORT, LLC, a Texas limited liability company, trustor/grantor, Anthony Klok, trustee, RH HOUSTON LENDER, LLC, a Delaware limited liability company, beneficiary, loan number , recorded on April 10, 2017, as Document No. Galveston County Clerk's [File No. 2017021835](#).

(Contains additional property)

6. A deed of trust to secure an indebtedness in the amount of \$570,000.00, dated June 30, 2017, STAR HARBOR RESORT, LLC, a Texas limited liability company, trustor/grantor, Anthony Klok, trustee, RH HOUSTON LENDER, LLC, a Delaware limited liability company, beneficiary, loan number , recorded on July 5, 2017, as Document No. Galveston County Clerk's [File No. 2017041013](#).
7. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).
8. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. The Land has been platted for less than five (5) years. Verify that there are no rollback taxes before agreeing to delete the "rollback" language from the Mortgagee Policy.

SCHEDULE C
(continued)

10. The Land lies within the boundaries of Galveston County Water Control & Improvement District 12 and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.
11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Star Harbor Resort, LLC, a Texas limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: AC Marina Bay Harbor Marina, LLC, a Texas limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

SCHEDULE C
(continued)

13. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded at Galveston County Clerk's File No(s). [2017021834](#), [2017040859](#), [2017040862](#), [2017040863](#) and [2017040864](#), wherein the grantee acquired the subject property.

14. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

15. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

- Confirmation prior to closing that the County Clerk of Galveston County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
- Electronic recordation of the instruments to be insured in the Official Public Records of Galveston County, Texas.
- Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
- Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

SCHEDULE D

Commitment No.: FAH24007328

GF No.: FTH-18-FAH24007328DB

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

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

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

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

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

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

Fidelity National Title Agency, Inc.

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTS Holdings, LLC owns 100% of **Fidelity National Title Agency, Inc.**

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Directors: Michael J. Nolan, Anthony John Park

Officers: Laurie H. Ford (President), Paula D. Hester (President), Todd B. Rasco (President), Anthony John Park (Chief Financial Officer and Executive Vice President), Marjorie Nemzura (Secretary), Joseph William Grealish (Executive Vice President), John Ernst (Executive Vice President)

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

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

Owner's Policy	\$	10,771.00
Loan Policy	\$	100.00
Total	\$	10,871.00

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

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

TEXAS TITLE INSURANCE INFORMATION

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

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

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endenterlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

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

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

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

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

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

Signature

Date

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: agingquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

2259

HIGH TIDE LAND SURVEYING LLC

8017 Harborside Dr.
Galveston, TX 77554
409-740-1517

DATE

11/20/24

88-1025/1131

PAY
TO THE
ORDER OF

City of Kemah

\$ 500.00

Five hundred and 01.00 DOLLARS



www.texasfirst.bank

FOR



Slyk Be



SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: APRIL 6, 2017

Grantor: STAR FLEET MARINA, L.P., a Texas limited partnership

Grantor's Mailing Address:

1265 Sunny Isle Lane
League City, Texas 77573

Grantee: STAR HARBOR RESORT, LLC, a Texas limited liability company

Grantee's Mailing Address:

1716 C Washington Avenue
Houston, Texas 77007

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of RH HOUSTON LENDER, LLC ("Lender") in the principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00) (the "Note"). The Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to Anthony Klok, Trustee, c/o Rebel Hospitality, 16 West Erie Street, 2nd Floor, Chicago, IL 60654.

Property (including any improvements):

The tracts of land described in EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, together with: (i) any and all buildings, improvements and fixtures situated on the Property, (ii) any and all rights, privileges, and appurtenances pertaining to the Property, including, without limitation, Grantor's right, title and interest in any and all appurtenant easements, adjacent streets, alleys, strips, gores and rights-of-way, and (iii) Grantor's right, title and interest in any and all mineral rights and water rights pertaining to the tracts of land described herein.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Standby fees, taxes, and assessments by any taxing authority for the current year and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; any shortages in area; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area, and the matters shown on Exhibit B, attached hereto and incorporated herein by this reference, to the extent the same are valid and affect the Property.

The Property does not include the floating docks and the office/kitchen barge located at the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

THE PROPERTY IS CONVEYED TO GRANTEE IN ITS PRESENT "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATION OR WARRANTY (EXCEPT FOR THE WARRANTY OF TITLE AND THE EXPRESS REPRESENTATIONS OF GRANTOR IN THE AGREEMENT) CONCERNING THE VALUE OF THE PROPERTY, THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THE ZONING CLASSIFICATION OR PERMITTED USES OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE, THE FLOOD HAZARD AREA CLASSIFICATION OF THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE PRESENCE OR ABSENCE OF ANY HYDROCARBONS, ASBESTOS, HAZARDOUS MATERIALS OR TOXIC SUBSTANCES, THE PRESENCE OR ABSENCE OF UNDERGROUND STORAGE TANKS, THE SUITABILITY OF THE PROPERTY FOR A PARTICULAR PURPOSE, THE MERCHANTABILITY OF THE PROPERTY, THE PRESENCE OR ABSENCE OF ANY GROUND FAULTS OR THE GEOLOGICAL CONDITION OF THE PROPERTY; GRANTOR MAKES NO REPRESENTATION, NOR SHOULD ANY REPRESENTATION BE IMPLIED, AS A RESULT OF A COURSE OF CONDUCT OF GRANTOR AND GRANTEE OR DUE TO INDUSTRY USAGE AND

PRACTICE. GRANTEE, BY CLOSING THE TRANSACTION AND ACCEPTING THE DEED, RELEASES GRANTOR FROM ANY CLAIM OR CAUSE OF ACTION OF ANY NATURE RELATED TO THE MATTERS HEREIN, INCLUDING BUT NOT LIMITED TO THE CONDITION OF THE IMPROVEMENTS, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON THE PROPERTY; AND GRANTEE HAS RELIED SOLELY ON ITS OWN INSPECTION OF THE PROPERTY AND, EXCEPT FOR THE WARRANTY OF TITLE AND THE EXPRESS REPRESENTATIONS OF GRANTOR IN THE AGREEMENT, HAS NOT RELIED ON ANY REPRESENTATIONS OR STATEMENTS OF GRANTOR, WHETHER ORAL OR WRITTEN, OR ON THE REPRESENTATIONS OR STATEMENTS OF ANY PERSON(S) REPRESENTING GRANTOR, WHETHER ORAL OR WRITTEN.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor. The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

STAR FLEET MARINA, L.P.

BY: STAR FLEET MARINA MANAGEMENT,
LLC a Texas limited liability company its

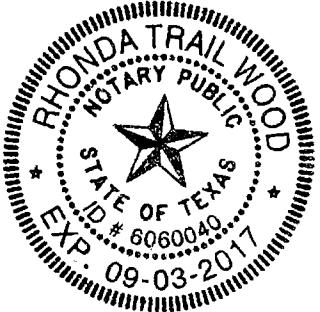
General Partner

By: Robin Stanaland
Robin Stanaland, Manager/Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of April, 2017, by ROBIN STANALAND, Manager/Vice President of STAR FLEET MARINA MANAGEMENT, LLC, a Texas limited liability company General Partner on behalf of STAR FLEET MARINA, L.P., a Texas limited partnership.



Notary Public – State of Texas

Notary's Printed Name: Rhonda Trail Wood

9-3-17

My Commission Expires:

Exhibit A

Property Description

TRACT 1:

A TRACT OR PARCEL OF LAND CONTAINING 3.9668 ACRES (172,793 SQUARE FEET) AND BEING A PART OF THAT SAME TRACT CONVEYED TO STAR FLEET MARINA, LP, RECORDED IN COUNTY CLERK FILE No. (C.C.F. No.) 2000043376, OFFICIAL RECORDS GALVESTON COUNTY, TEXAS (O.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS ARE BASED IN C.C.F. NO. 2000043376, O.R.G.C.T.)

BEGINNING at a point marking the southwest corner of Lot 8, Block 2, West Kemah Subdivision, Section 1, Volume 254-A, Page 52, Map Records Galveston County, Texas (M.R.G.C.T.) for the Southeast corner of herein described Tract;

THENCE S 87°33'25" W, along the common South line of herein described Tract, the north line of Kemah Boat Club, LP, recorded in C.C.F. No. 2001052576, O.R.G.C.T., at 153.93' pass a set nail in bulkhead for reference, in all a total distance of 201.17', to a point in the Waterway Canal for the Southwest corner of herein described Tract;

THENCE N 01°29'58" E, 566.17', along the West line of herein described Tract and said Waterway Canal, to a point for a corner of herein described Tract;

THENCE N 88°13'18" W, 25.00', along a South line of herein described Tract to a point in said Waterway Canal for a corner of herein described Tract;

THENCE N 01°46'42" E, 106.04', along a West line of herein described Tract and said Waterway Canal to a point at the intersection of said Waterway Canal and the southerly meander line of Clear Lake for a the Northwest corner of herein described Tract;

THENCE along the southerly meanders of said Clear Lake the following Courses and Distances;

N 78°11'57" E, 1.89', to a point for a corner of herein described Tract,
N 68°04'43" E, 7.57', to a point for a corner of herein described Tract,
N 63°53'10" E, 1.33', to a point for a corner of herein described Tract and the northwest corner of a called 0.1672 acre tract conveyed to Star Fleet Marina, LP, recorded in C.C.F. No. 2012062079, O.R.G.C.T.;

THENCE S 01°46'42" W, 100.00', along a East line of herein described Tract and the west line of said called 0.1672 acre tract conveyed to Star Fleet Marina, LP, for a common corner of herein described Tract and the southwest corner of said called 0.1672 acre tract conveyed to Star Fleet Marina, LP;

THENCE S 88°13'18" E, 60.00', along a common North line of herein described Tract and the south line of said 0.1672 acre tract conveyed to Star Fleet Marina, LP, for a common corner of herein described Tract and the southeast corner of said called 0.1672 acre tract conveyed to Star Fleet Marina, LP;

THENCE N 01°46'42" E, 138.35', along a common West line of herein described Tract and the east line of said 0.1672 acre tract conveyed to Star Fleet Marina, LP, to its intersection with the southerly meander line of said Clear Lake for a corner of herein described Tract;

THENCE along the southerly meanders of said Clear Lake the following Courses and Distances;

N 53°49'57" E, 12.75', to a point for a corner of herein described Tract,
N 53°07'37" E, 56.51', to a point for a corner of herein described Tract,
N 41°45'15" E, 35.64', to a point for a corner of herein described Tract,
N 64°41'43" E, 28.14', to a point for the Northeast corner of herein described Tract in the west line of a called 13.360 acre tract conveyed to R.B. Baldridge, recorded in C.C.F. No. 9220897, O.R.G.C.T.

THENCE S 02°20'00" E, 338.13', along a common East line of herein described Tract and the west line of said called 13.360 acre tract conveyed to R.B. Baldridge, to a point for a common corner of herein described Tract and the southwest corner of said called 13.360 acre tract conveyed to R.B. Baldridge, from which a found fence corner post Bears N74°11'22"E, 0.95';

THENCE N 87°33'19" E, 210.00', along a common North line of herein described Tract and the south line of said called 13.360 acre tract conveyed to R.B. Baldridge, to a point for a common corner of herein described Tract and the northwest corner of Lot 1, Portofino, Section 1, recorded in Volume 18, Page 309, M.R.G.C.T., from which a found 1/2" iron rod Bears S37°27'52"E, 0.84 and a found 5/8" iron rod Bears S49°19'27"E, 0.92';

THENCE S 02°20'00" E, 227.00', along a common East line of herein described Tract and the west line of said Lot 1, Portofino, Section 1, to a point in the centerline of Groves Road for a corner of herein described Tract;

THENCE S 87°33'19" W, 210.00', along a South line of herein described Tract and the centerline of said Groves Road to a found capped iron rod for a corner of herein described Tract;

THENCE S 02°20'00" E, 30.00', along an East line of herein described Tract to a point in the south R.O.W. line of said Groves Road for a corner of herein described Tract and the northwest corner of said Lot 8, Block 2, from which a found capped iron rod Bears S03°45'00"E, 0.99';

THENCE S 02°20'00" E, 220.01', along a common East line of herein described Tract and the west line of said Lot 8, Block 2, West Kemah Subdivision to the POINT OF BEGINNING containing 3.9668 acres (172,793 square feet) of land, more or less.

TRACT 2:

BEING 0.1642 ACRE (7,151 SQUARE FEET) SITUATED IN THE M. MULDOON TWO (2) LEAGUE GRANT AND THE M. GOULDREICH LABOR SURVEY, ABSTRACT No. 12, GALVESTON COUNTY, TEXAS AND BEING THAT SAME CALLED 0.1672 ACRE TRACT CONVEYED TO STAR FLEET MARINA, LP, RECORDED IN COUNTY CLERK FILE No. 2012062079, OFFICE OF THE COUNTY CLERK GALVESTON COUNTY, TEXAS (O.C.C.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS ARE BASED IN C.C.F. No. 2000043376, O.C.C.G.C.T.)

COMMENCING at the northwest corner of Lot 8, Block 2, West Kemah Subdivision, Section 1, recorded in Volume 254-A, Page 52, Map Records Galveston County, Texas;

THENCE N 14°03'47" W, 530.49', to a Mag Nail found in Bulkhead for the Northeast corner of herein described Tract and the POINT OF BEGINNING;

THENCE S 01°46'42" W, 138.35', along the East line of herein described Tract, to a found Mag Nail in Bulkhead for the Southeast corner of herein described Tract;

THENCE N 88°13'18" W, 60.00', along the South line of herein described Tract, to a point for the Southwest corner of herein described Tract;

THENCE N 01°46'42" E, 100.00', along the West line of herein described Tract, to a point for the Northwest corner of herein described Tract;

THENCE N 58°11'35" E, 71.21', along the Northwest line of herein described Tract to the POINT OF BEGINNING containing 0.1642 acre (7,151 square feet), more or less.

TRACT 3:

Lots 1 through 8, in Block 2 of WEST KEMAH SUBDIVISION, SECTION 1, according to the map or plat thereof recorded in/under Volume 254A, Page 52, later transferred to Volume 2, Page 4, of the Map Records of Galveston County, Texas.

TRACT 4:

A Private Access Easement for property which adjoins and abuts a portion of Groves Road, being more particularly described in instrument recorded in/under County Clerk's File No. 8528269 of the Official Public Records of Real Property of Galveston County, Texas.

TRACT 5:

A non-exclusive waterway easement on, over, through and across the property, being more particularly described by instruments recorded in/under County Clerk's File Nos. 9839960, 9901060, and 2000029201 of the Official Public Records of Real Property of Galveston County, Texas.

Exhibit B

Exceptions to Conveyance and Warranty

1. Restrictive covenants recorded in/under Volume 753, Page 432 in the Office of the County Clerk of Galveston County, Texas. (As to Lots 1 & 2, Block 2 of Tract 3)
2. Building setback line, 20 feet in width, along the North property line, as recorded in/under Volume 254A, Page 52, later transferred to Volume 2, Page 4 of the Map Records (As to Tract 3) of Galveston County, Texas and as set forth in instrument recorded in/under Volume 753, Page 432 in the Office of the County Clerk of Galveston County, Texas. (As to Lots 1 & 2, Block 2 of Tract 3)
3. Building setback lines, 5 feet in width, along the side property lines, as recorded in/under Volume 753, Page 432 in the Office of the County Clerk of Galveston County, Texas. (As to Lots 1 & 2, Block 2 of Tract 3)
4. A utility easement, 5 feet in width, located along the East property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to Volume 2, Page 4 of the Map Records of Galveston County, Texas. (As to Lot 1, in Block 2 of Tract 3)
5. A utility easement, 5 feet in width, located along the West property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to Volume 2, Page 4 of the Map Records of Galveston County, Texas. (As to Lot 8, in Block 2 of Tract 3)
6. A utility easement, 5 feet in width, located along the South property line of subject property as set forth in instrument recorded in/under Volume 254A, Page 52, later transferred to Volume 2, Page 4 of the Map Records of Galveston County, Texas. (As to Lots 1-8, in Block 2 of Tract 3)
7. An easement for purposes of a pipeline located on subject property granted to Shell Pipe Line Corporation by instrument recorded in/under Volume 661, Page 5 in the Office of the County Clerk of Galveston County, Texas. (As to Tract 3)
8. An easement for purposes of a pipeline located on subject property granted to Defense Plant Corporation by instrument recorded in/under Volume 661, Page 374 in the Office of the County Clerk of Galveston County, Texas; assigned to Texas Eastern Transmission Corporation by instrument recorded in/under Volume 759, Page 659 in the Office of the County Clerk of Galveston County, Texas. (As to Tract 3)
9. A water line easement, 5 feet in width, located along the West property line of subject property as set forth in instrument recorded in/under Volume 1345, Page 405 in the Office of the County Clerk of Galveston County, Texas. (As to Lot 8, in Block 2 of Tract 3)

10. An easement for purposes of a private roadway located on subject property granted to the owners and holders of liens against the adjacent property, both presently and in the future, by Instrument recorded in/under County Clerk's File No. 8528269 of the Official Public Records of Real Property of Galveston County, Texas. (As to Tract 1)
11. An easement for purposes of a pipeline, utility line and access easement located on subject property granted to Portofino Harbour Management Company by instrument recorded in/under County Clerk's File Nos. 8615778 and 8920585 of the Official Public Records of Real Property of Galveston County, Texas. (As to Tract 1)
12. An easement for purposes of fairway designation and non-exclusive access located on subject property granted to Star Fleet, Inc. by instrument recorded in/under County Clerk's File Nos. 9839960, 9901060 and 2000029201 of the Official Public Records of Real Property of Galveston County, Texas.
13. A perpetual 1/32nd non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in/under Volume 747, Page 652 in the Office of the County Clerk of Galveston County, Texas. (As to Tract 3)
14. 1/2 of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in/under County Clerk's File No. 8407578 of the Official Public Records of Real Property of Galveston County, Texas. (As to Tract 1)
15. All terms, conditions, and provisions of that certain unrecorded drainage line agreement with the City of Kemah as referenced in instrument recorded in/under County Clerk's File No. 9220897 of the Official Public Records of Real Property of Galveston County, Texas.
16. Rights of tenants, and assigns, as tenants only, under currently effective Slip Leases assigned by Grantor to Grantee pursuant to that certain Assignment of Slip Leases of even date herewith.
17. Any rights, easements, interests or claims which may exist by reason of a sidewalk protruding over the property line near the most northerly point of Tract 1, a 3-story stucco building and wood dock protruding over the water and over the westerly property line of Tract 1, and a sign, sign pole and parking spaces protruding over Tracts 1 & 3 as reflected on survey drawing made by Terrance Mish, R.P.L.S. No. 4981, dated December 06, 2016 and revised on December 21, 2016, January 16, 2017, and February 21, 2017.

FILED AND RECORDED

Instrument Number: *2017021834*

Recording Fee: 50.00

Number Of Pages: 8

Filing and Recording Date: 04/10/2017 12:48PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

TAX CERTIFICATE



CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Issued To:

STAR HARBOR RESORT LLC
1716 C WASHINGTON AVE
HOUSTON, TX 77007

Legal Description

ABST 12 & 18 TR 10-3 3.867 ACRES
(PORTION OF STAR FLEET MARINA IN CITY
OF CLEAR LAKE SHORES)

Fiduciary Number: 34784140

Parcel Address: 280 GROVE RD

<---

Legal Acres: 3.8670

-->

Account Number: **389732**

Print Date: 08/06/2024 01:23:12 PM

Certificate No: 250473718

Paid Date: 08/06/2024

Certificate Fee: \$10.00 CREDIT

Issue Date: 08/06/2024

Operator ID: WILLS_L

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2023, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

STAR HARBOR RESORT LLC
1716 C WASHINGTON AVE
HOUSTON, TX 77007

2023 Value:	1,776,300
2023 Levy:	\$9,506.76
2023 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Certified Tax Unit(s):

1 GALVESTON CO
2 ROAD & FLOOD
903 WCID NO. 12

Reference (GF) No: N/A

Issued By: *AB*

CHERYL E. JOHNSON, PCC
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR



Item Number

11C

Title

Consideration and Possible Action: To Approve the Proposal from All Play, Inc. for Playground Equipment for James Foster Park

Background/Recommendation

KCDC approved this expenditure and to bring back a quote to include shade for the play area.

However, the discount expires by the end of the year, and time won't allow an updated quote to include shade. I recommend securing the playground equipment first and then securing a bid for a shade structure. This approach saves about \$16,000

Cost: \$59,987.38 (Buy Board Cooperative Pricing: #679-22)

Attachments

1.	Quote
2.	Site Plan/Layout

Ordinance Approvals and Notice Posting

Funding

Funds are available from the KCDC

Budget

Requires Budget Amendment to transfer from Account#

To Account#

Not Applicable

Proposal
All Play, Inc.
13903 Van Wall
Houston, Texas 77040-5445
Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Kemah		PHONE: 281-334-1611 FAX: 281-334-6583	DATE: 11/25/2024
STREET: 1401 State Highway		JOB NAME: James Foster Playground Replacement	
CITY, STATE AND ZIP CODE: 146 Kemah, TX 77565		JOB LOCATION/SHIP TO: 145 W 7th St, Kemah, TX 77565	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Aaron Smith	E-MAIL Asmith@kemahtx.com	JOB PHONE 409-204-2432
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
Little Tikes Commercial			
1	Kid Builder 2273267	\$ 44,068.68	\$ 44,068.68
1	Arch Single Bay Swing With Two Belt Swing Seats	\$ 2,981.00	\$ 2,981.00
1	2024 Promotional Discount - Ends December 15th, 2024	\$ (12,729.68)	\$ (12,729.68)
1	Installation of Above Items, Include Removal And Disposal Of Old Structure	\$ 18,967.38	\$ 18,967.38
1	Approx. 2,500 Sq. Ft. Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing	\$ 3,000.00	\$ 3,000.00
	To Top Off Existing Area's Approx. 2" to 3"		
	Pricing Better Then Buyboard Contract #679-22		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 56,287.38
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 3,460.00
		ERF	\$ 240.00
		TAX	
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 59,987.38

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Fifty Nine Thousand Nine Hundred Eighty Seven Dollars and Thirty Eight Cents \$ 59,987.38

Payment Terms:

\$ 59,987.38 Due Net 30 With PO To All Play Inc.


Graham Feidler

Authorized Signature:

Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 20 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I _____ Signature _____ Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____

Title: _____

Proposal
All Play, Inc.
13903 Van Wall
Houston, Texas 77040-5445
Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. ALL PLAY, INC. ("API") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on **cash/check** method of payment.
3. Payment Terms are as specified on pg. 1. API reserves the right to place a service charge on all amounts not paid ("past due") in accordance with the Payment Terms at the highest rate permitted by law. You further agree to pay API's expenses of collection of any past due amounts, including reasonable attorney's fees and court costs.
- A copy of the signed check for the balance due must be faxed to our office prior to ship date for the installers to be dispatched.**
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. API will field dress any rutting or disturbances caused by API's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A **30% cancellation fee** will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal. If the equipment has already been shipped when the order is cancelled, freight charges from and returning to the manufacturer will be charged the customer in addition to the 30% cancellation fee.
7. API's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of API's proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** Customer agrees that API will not be liable for any whole or partial failure, interference with, hindrance of or delay in performing an obligation under these Terms & Conditions that is due to any of the following causes beyond its reasonable control, whether foreseeable or not: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental orders, ordinances, rules, regulations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy or API's inability to deliver or to install any Equipment.
13. Permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. All Play, Inc. is not responsible for underground utilities and/or all other covered systems. Surcharges will incur for abnormal substrate, *i.e.*, concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM API, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE API AND ALL OF ITS SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM API, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE API'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that API reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

Date of Acceptance: _____

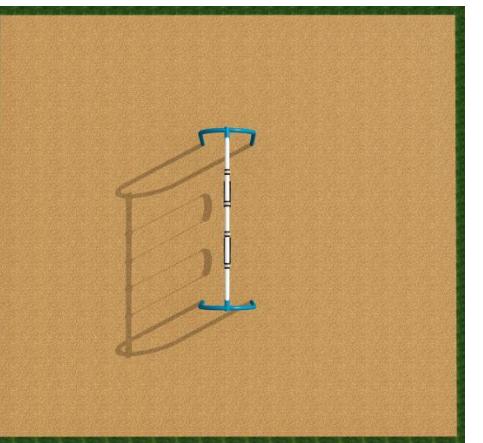
Title _____

General Notes:

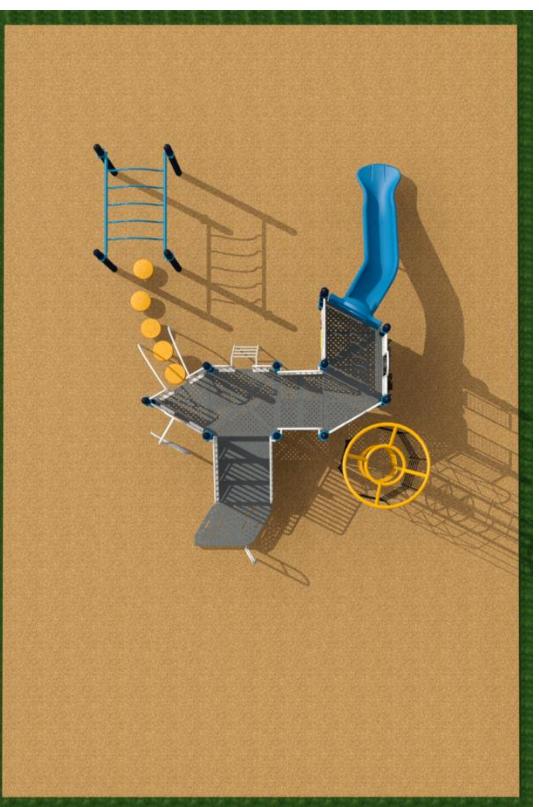
Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although particular playground design may not meet the proposed Access Board Regulations regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.



little tikes® COMMERCIAL



Project:
James Foster Park
Kemah, TX
LTCPS rep:
Graham Feidler
All Play, Inc.
(713) 939-9888

Ground Space: 91'-0" x 73'-0"
Protective Area: 108'-0" x 82'-6"

Drawn by: Graham Feidler
Date: 3/26/2023
DWG Name: R0300_44967367944

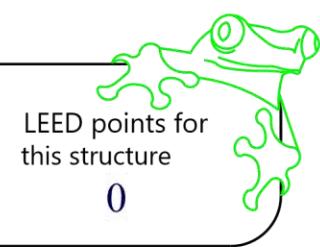
LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Playground Layout Compliance:

ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.



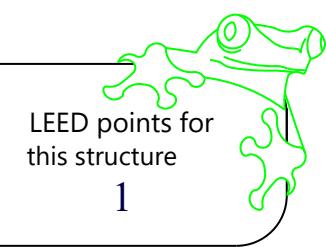
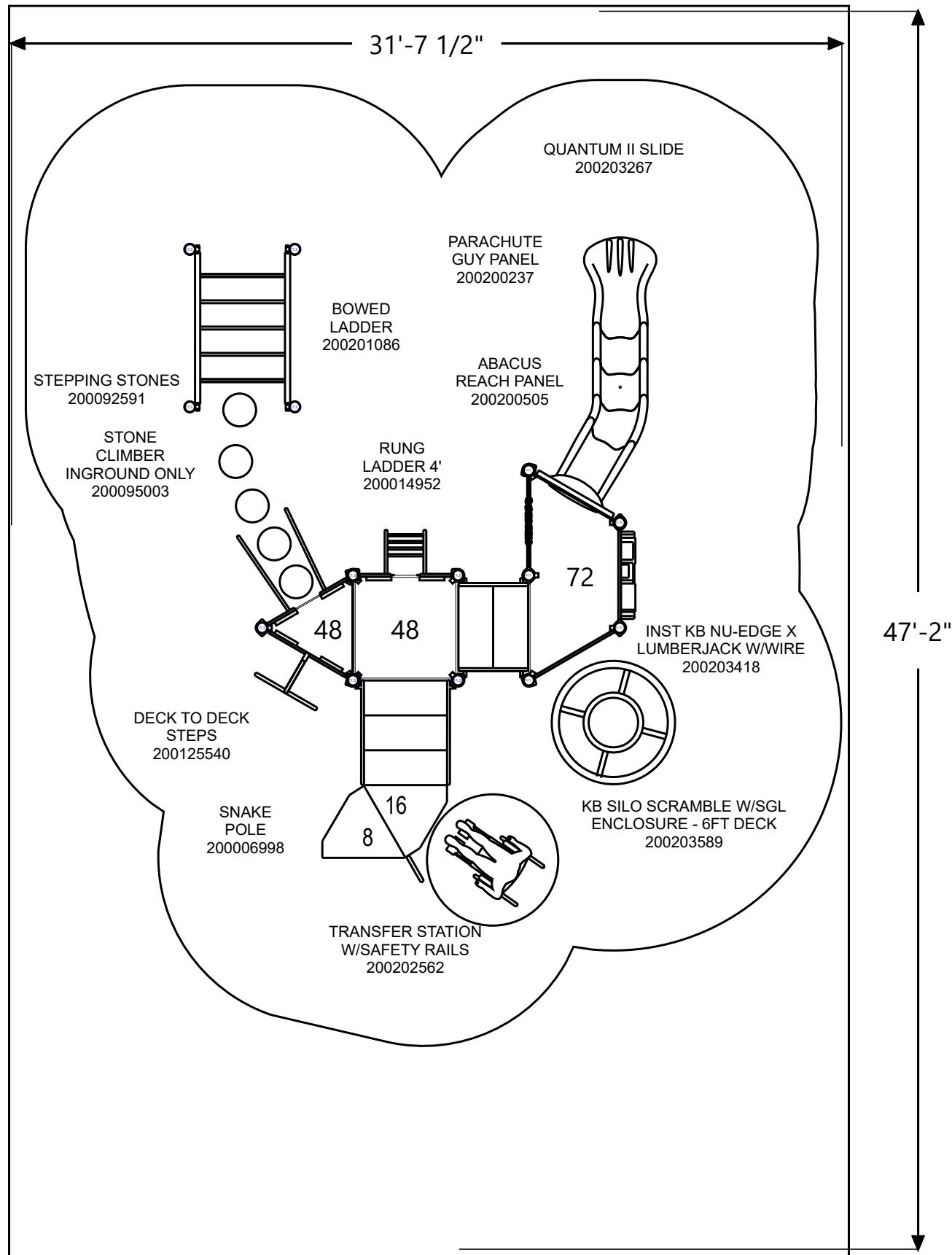
LEED points for
this structure
0

General Notes:

Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
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3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
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Playground Layout Compliance:

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 CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

Project:
 James Foster Park
 Kemah, TX
 LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 87'-6" x 64'-0"
 Protective Area: 107'-6" x 74'-6"

Drawn by: Graham Feidler
 Date: 3/26/2023
 DWG Name: R0300_45504643941

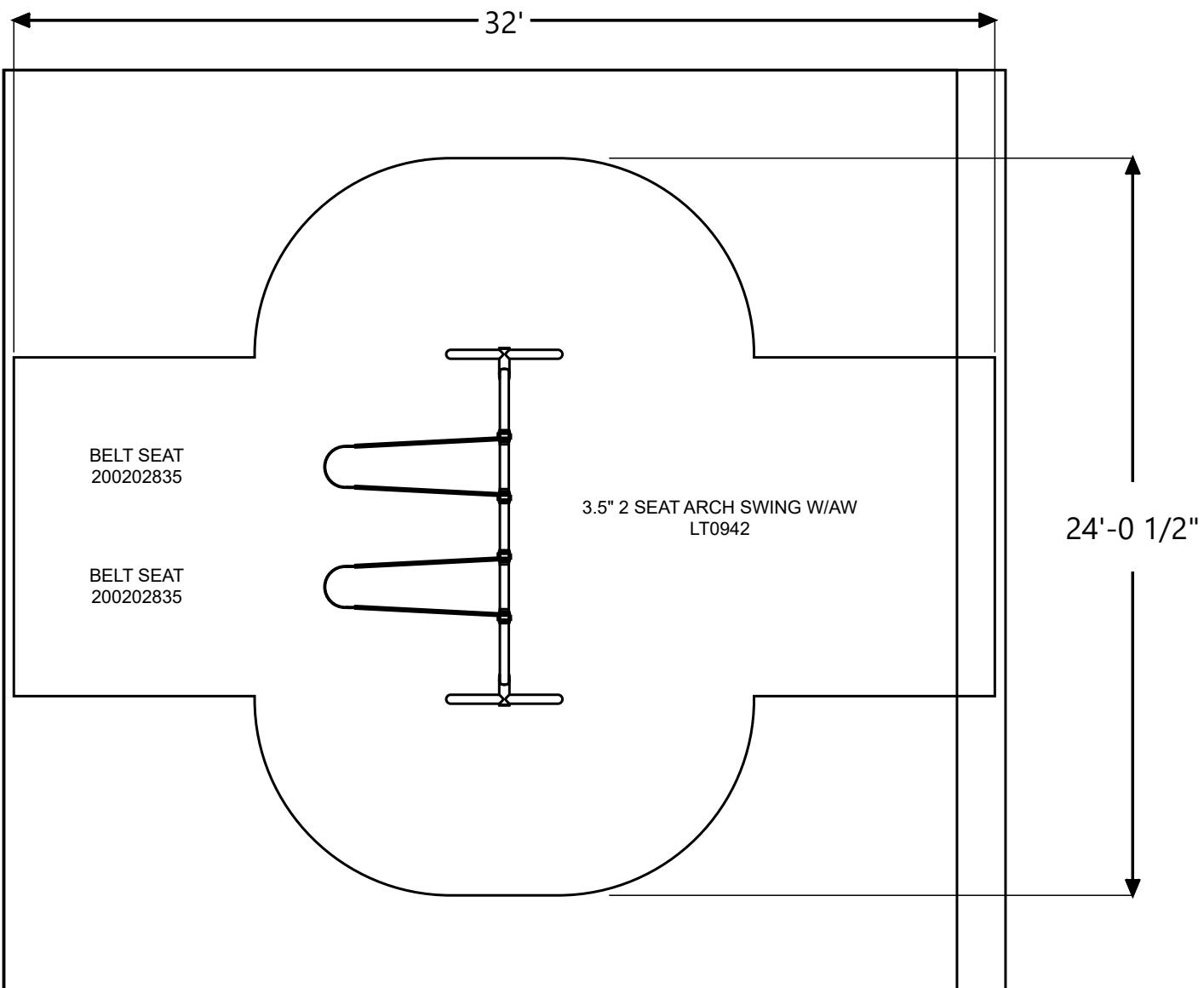
LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

General Notes:

Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
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4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.



Project:
James Foster Park
Kemah, TX
LTCPS rep:
Graham Feidler
All Play, Inc.
(713) 939-9888

Ground Space: 87'-6" x 64'-0"
Protective Area: 107'-6" x 74'-6"

Drawn by: Graham Feidler
Date: 3/26/2023
DWG Name: R0300_45504643941

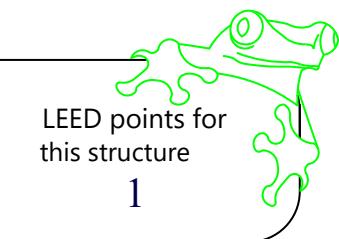
LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

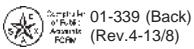
Playground Layout Compliance:

ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.





Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here ►	Title	Date
---------------------------------	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**



Item Number

11D

Title

Consideration and Possible Action: To Declare (2) Vehicles as Surplus Property and Authorize Disposal or Auction of Item

Background/Recommendation

These two vehicles are:

- (Public Works) 2007 F150 MILES 53,941.2 VIN 1FTRF12WX7KC55332
- (Police) 2012 F250 MILES 179,851 VIN 1FT7W2A67CEA16330

Attachments

1.	Vehicle Descriptions / VIN
2.	Pictures

Ordinance Approvals and Notice Posting

Funding

Funds are available from:

Requires Budget Amendment to transfer from Account# To Account#

Not Applicable

**CITY OF KEMAH
SURPLUS PROPERTY LISTING
Wednesday, December 4, 2024**

PUBLIC WORKS ITEMS:

2007 F150 MILES 53,941.2 VIN 1FTRF12WX7KC55332

CITY HALL ITEMS:

VARIOUS POLICE ITEMS:

2012 F250 MILES 179,851 VIN 1FT7W2A67CEA16330









IC
70

IC
80

SUPER DUTY



REPT





HOTEL BLISS

41
2



P R N D M 2 1

116 MILES TO E
63F 179852 mi



Item Number

11E

Title

To Approve the Council Meeting Dates for 2025

Background/Recommendation

Approve

Attachments

1. List of Meeting Dates

Ordinance Approvals and Notice Posting

	Notice Posting Date
	First Reading Date
	Second Reading Date

Funding

Funds are available from Account#

Requires Budget Amendment to transfer from Account#

To Account#

Not Applicable

Council Meeting Dates 2025

January 1, 2025	July 2, 2025
January 15, 2025	July 16, 2025
February 5, 2025	August 6, 2025
February 19, 2025	August 20, 2025
March 5, 2025	September 3, 2025
March 19, 2025	September 17, 2025
April 2, 2025	October 1, 2025
April 16, 2025	October 15, 2025
May 7, 2025	November 5, 2025
May 21, 2025	November 19, 2025
June 4, 2025	December 3, 2025
June 18, 2025	December 17, 2025

Items in **Red** can be canceled or moved to an alternate date with Council approval.

- January 1, 2025- New Years Holiday
- January 8, 2025- Potential GCMCA Meeting Date
- April 17-18, 2025- Good Friday Holiday
- July 3-4, 2025- Fourth of July Holiday



Item Number

11F

Title

Consideration and Possible Action: To Approve Ordinance 2024-11 (Truck Route)

An Ordinance Amending Chapter 98 Of The Code Of Ordinances Of The City Of Kemah, Entitled "Traffic And Vehicles" To Update And Clarify Various Sections, Providing For Codification, Publication, And An Effective Date

2 of 2 Readings

Background/Recommendation

This ordinance would establish our truck route as State HWY 146, FM 518, and FM 2094 Only.

The following Section will not be altered:

Section Sec. 98-156. - Complete or partial unloading.

In the event that a commercial vehicle completely or partially loads and/or unloads at a point which does not lie on a designated truck route, a commercial vehicle may proceed to and from such points of loading and/or unloading; provided that the commercial vehicle follows the shortest route from a designated truck route to and from each point of loading or unloading.

Attachments

1. Revised Ordinance

Ordinance Approvals and Notice Posting

11-6-24	1 st Reading
12-4-24	2 nd Reading
TBD	Post in Newspaper

Funding

Funds are available from:

Requires Budget Amendment to transfer from Account#

To Account#

NA

ORDINANCE NO. 2024-11

AN ORDINANCE AMENDING CHAPTER 98 OF THE CODE OF ORDINANCES OF THE CITY OF KEMAH, ENTITLED “TRAFFIC AND VEHICLES” TO UPDATE AND CLARIFY VARIOUS SECTIONS, PROVIDING FOR CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Kemah, Texas seeks to protect the public safety, preserve the quality of life, and prevent nuisances in the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City Council has the general authority to adopt and publish an ordinance or police regulation that is for the good government, peace or order of the municipality and is necessary or proper for the carrying out of a power granted by law to the municipality; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS:

Section 1. That the Code of Ordinances is hereby amended to AMEND Section 98-154 of the Kemah City Code of Ordinances to read as follows (**additions, deletions**):

Sec. 98-154. - Routes.

All commercial vehicles shall confine their travel within the city to the following streets or highways or parts thereof:

- (1) State Highway 146.
- (2) ~~Lawrence Road from FM 518 to State Highway 96.~~
- (3) ~~South Kemah Drive from Lawrence Road to Anders Lane.~~
- (4) ~~Sixth Street from State Highway 146 to Bradford Avenue.~~
- (5) ~~Bradford Avenue from Sixth Street to Second Street.~~
- (6) ~~Second Street east and west.~~
- (7) ~~Texas Avenue from First Street to State Highway 146.~~
- (8) ~~Third Street from Texas Avenue to State Highway 146 southbound.~~
- (9) ~~Anders Lane from FM 518 to State Highway 96.~~
- (2) FM 518
- (3) FM 2094

(Ord. No. 1091, Art. 4, 2-20-2013)

Section 2. Provisions

This ordinance shall be cumulative of all provisions of the City of Kemah, Texas; except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event, the more restrictive provision shall apply.

Section 3. Severability.

It is hereby declared to be the intention of the City Council of the City of Kemah, Texas that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable. And if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrase, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 4. Publication and Effective Date.

This Ordinance shall take effect immediately after passage on the second and final reading and publication in the Official Newspaper for the City of Kemah, Texas . The City Secretary is authorized to publish the preamble of this ordinance in the Official Newspaper for the City of Kemah, Texas as required by law.

Section 5. Codification.

It is the intent of the City Council of the City of Kemah, Texas, that the provisions of this ordinance shall be codified in the City's official Code of Ordinances as provided hereinabove.

PASSED on First Reading this 6th day of November, 2024.

PASSED AND ADOPTED on Second and Final Reading this 4th day of December, 2024.

Robin Collins, Mayor

ATTEST:

Natasha Hinton, City Secretary



Item Number

11G

Title

Consideration and Possible Action: To Approve Ordinance 2024-12

An Ordinance Amending Chapter 42 Of The Code Of Ordinances Of The City Of Kemah, Entitled "Fire Prevention And Protection" To Update And Clarify Various Sections, Providing For Codification, Publication, And An Effective Date

2 of 2 Readings

Background/Recommendation

Click to Enter combines the scanner/receiver technology with control technology to act as a radio controlled key to open access control devices (gates or security control mechanisms), thus allowing public safety agencies or any authorized users immediate access to deal with emergencies as they occur.

Attachments

1. Proposed Ordinance (ORD 2024-12)

Ordinance Approvals and Notice Posting

11-6-24	1 st Reading
12-4-24	2 nd Reading
TBD	Post in Newspaper

Funding

Funds are available from:

Requires Budget Amendment to transfer from Account# To Account#

NA

ORDINANCE NO. 2024-12

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES OF THE CITY OF KEMAH, ENTITLED "FIRE PREVENTION AND PROTECTION" TO UPDATE AND CLARIFY VARIOUS SECTIONS, PROVIDING FOR CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Kemah, Texas seeks to protect the public safety, preserve the quality of life, and prevent nuisances in the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City Council has the general authority to adopt and publish an ordinance or police regulation that is for the good government, peace or order of the municipality and is necessary or proper for the carrying out of a power granted by law to the municipality; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS:

Section 1. That the Code of Ordinances is hereby amended to ADD Section 42-5 of the Kemah City Code of Ordinances to read as follows (additions, deletions):

Sec. 42-5. - Electronic gates and emergency access.

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except when the context indicates a different meaning:

Remote access points mean other gates that are remote from the main entrance gate or gates that are remotely located for alternative entry.

(b) Operations. If the owner or developer of a gated subdivision, gated multi-family complex, or gated commercial complex does install gates at their facility, the owner or developer shall install electrically operated gates at all entrances and remote emergency access points. If the facility has more than two emergency access gates, the fire marshal may allow any additional gates to be manually operated.

(1) All entrances and remote access points shall have a manual means of operation, approved by the Fire and Police Chief, in case of power failure or other inoperability to allow for ingress and egress.

(2) Each entrance and remote access point shall be equipped with a "Click2Enter" radio controller to allow emergency vehicles access to the facility.

(3) If the radio operated controller or gates are otherwise inoperable, the gates shall be left opened until the gates are repaired and in good operating condition.

(c) Inspections. Plans shall be submitted to the fire marshal's office and building department for approval prior to installation of any emergency access gate. Approved permits must be received by the contractor prior to any installation. Final inspections and testing shall be required prior to the gate being placed into service or operation.

(d) *Retrofitting existing complexes. All such electrically operated gates in existence prior to the effective date of the ordinance from which this article is derived shall have 12 months from the effective date to install compliant "Click2Enter" radio-operated controllers. The owner of the property shall be responsible for all costs associated with the purchase, installation, and maintenance of the gate system.*

Section 2. Provisions This ordinance shall be cumulative of all provisions of the City of Kemah, Texas; except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event, the more restrictive provision shall apply.

Section 3. Severability.

It is hereby declared to be the intention of the City Council of the City of Kemah, Texas that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable. And if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrase, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 4. Publication and Effective Date. This Ordinance shall take effect immediately after passage on the second and final reading and publication in the Official Newspaper for the City of Kemah, Texas . The City Secretary is authorized to publish the preamble of this ordinance in the Official Newspaper for the City of Kemah, Texas as required by law.

Section 5. Codification. It is the intent of the City Council of the City of Kemah, Texas, that the provisions of this ordinance shall be codified in the City's official Code of Ordinances as provided hereinabove.

PASSED on First Reading this 6th day of November, 2024.

PASSED AND ADOPTED on Second and Final Reading this 4th day of December, 2024

Robin Collins, Mayor

ATTEST:

Natasha Hinton, City Secretary