



BOARD OF ADJUSTMENTS AGENDA

Monday, December 13, 2021 at 6:00 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood Board of Adjustments will meet Weekday, Month DD, 20YY, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77521 with the following agenda:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGES OF ALLEGIANCE
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PUBLIC COMMENTS
- VI. CONSENT AGENDA
 - A. Approval of minutes from called meeting held September 21, 2021
- VII. DISCUSSION AND ACTION ITEMS
 - A. Public hearing and action regarding variance request to allow a storage building to be built on a separate lot from the main structure.
- VIII. ADJOURNMENT

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551.071 of the Government Code (attorney-client privilege).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

I, Kirsten Garcia, to hereby certify that I did, on _____ at _____ post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood

NOV 15 2021



PAID

\$220.00

1800 Brazosport Blvd
Richwood, TX 77531
(979)265-2082 (979)265-7345 (fax)

APPLICATION FOR VARIANCE REQUEST

PLEASE NOTE: The following questions must be answered completely. If additional space is needed, attach extra pages to the application. Contact the City of Richwood at (979) 265-2082 for clarification of terms or for specific zone district requirements.

DATA ON APPLICANT AND OWNER:

Name: Francisco E Rebollosa Jr. Date: 11/11/21

Address: 214 CR 840, Angleton, TX, 77515

Home Phone: 979-236-1434 Business Phone: 979-482-6100 / 979-266-8832

SUBJECT PROPERTY:

Address of property in question: BEHIND 2020 Brazosport Blvd north
lot 10B of 4.649 Tim Seidler property

Legal Description of property: _____

The subject property is currently zoned C-1 commercial

PURPOSE OF THE VARIANCE (be specific): additional store location
to 2020 Brazosport Blvd N, Richwood Tx

INSTRUCTIONS FOR APPLICATION FOR ZONING CHANGE/VARIANCE

Anyone wishing to apply for a variance or specific (conditional) use permit or any other type of zoning change must follow the procedures outlined below.

A variance is a zoning adjustment which permits minor changes of zone district requirements where individual properties are burdened by the strict application of the law. The power to vary is restricted and the degree of variation is limited to the minimum change necessary to overcome the inequality inherent in the property. A variance to the uses permitted on the property is specifically prohibited.

A specific (conditional) use is limited to those specific uses of land or structures or both which are permitted within any "use district" subject to the provisions of Ordinance No. 324 of the City of Richwood.

PROCEDURES:

- ✓ 1. Application for Zoning Change/Variance Request must be completed and submitted, along with all applicable fees and a drawing to start the process.
2. The City will set a public hearing and provide notice to the requestor of date and time.
- ✓ 3. The City will also provide proper notification of neighbors within 200 feet by certified mail, publish a public notice in the newspaper, and post a notice on the City's web site which will contain the drawing as well as the date and time of the public hearing.
- ✓ 4. The City will hold the public hearing on the date and time stated in the notices.
- ✓ 5. The final decision will be made by the City Council/Board of Adjustments in open meeting.

FEES:

Where the application includes one to ten lots in a subdivision, a plat of which is on file in the office of the County Clerk of Brazoria County, Texas, the fee shall be \$200. Each additional lot will be \$20 per lot.

Where the application includes any parcel of land not covered by the above fee provisions, a fee of \$300.00 for the first acre or fraction thereof and a fee of \$60.00 for each additional acre or fraction thereof.

For each owner of each lot or parcel of land included in any application and for each owner of each lot or parcel of land owned within 200 feet thereof, a fee or charge of \$5.00 for each owner required to be notified pursuant to law.

NOTE: YOU MUST ATTACH ALL APPLICABLE INFORMATION AND DRAWINGS, INCLUDING BUT NOT LIMITED TO: CURRENT PLATS, PLOT PLANS, BUILDING PLANS, OR ANY PERMIT APPLICATIONS ALONG WITH YOUR APPLICATION.

Failure to do so will result in an automatic denial of the application.

Application for Zoning Request

[Handwritten mark: a large 'X' with a diagonal line through it]

OTHER LAND USE CONSIDERATIONS:

Is the request the least modification possible of the Zoning Ordinance which are in question?
No ___ Yes ___ If yes, explain why the alternative solutions are not feasible:

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge and belief. The work within the request must be carried out within one year of the public hearing or the variance becomes null and void..

I also hereby give permission for the members of the City of Richwood Board of Adjustments and City Staff to access the property in question for the purpose of gathering information to make an informed decision on this variance request.

Francisco E Reballoso Jr.
Name of Applicant

[Handwritten signature]
Signature of Applicant

11/11/21
Date

IMPORTANT:

A drawing, including all dimensions and structures, must be attached along with the applicable fee, to be considered. Failure to include both will result in automatic denial of application.

BEFORE COMPLETING THE FOLLOWING, READ THE NOTICE TO THE ZONING VARIANCE APPLICANTS - PAGE 1

Which exceptional conditions apply to your property that do not generally apply to other properties in your zoning district:

I have been in business in Richwood since 2006-2007, we have expanded 3 times since, We purchased the land behind to one day expand again, if we had property next door it would be attached, since it is not then this is why we are asking permission

How do the above conditions prevent reasonable use of your land under the term of the Zoning Ordinance? It does not allow us to ~~build~~ ^{allow us} build our building as it is not zoned for storage without a new business being in place, even though we will be in and out every day. to build the building we need.

How will the variance improve your use of the property?

To allow us to safely and organize our business by having more room for customers and their purchases and to keep from blocking entrances when loading and unloading throughout the day. Also improve parking.

Are there other properties in your area that have a similar type of improvement?

NO

Will the granting of a variance in the form requested be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance?

NO

**GALVATEC**

Section VII, Item A.

11619 Hartley Rd., Houston, Texas 77093.

Phone : (281) 372-1313

Fax : (281) 372-1314

CUSTOMER INFORMATIONCustomer: **FRANCISCO REBOLLOSO JR**

Contact:

Address: **ZC 77531**Phone: **979-482-6100**Email: francisco82882@gmail.com**SALES CONTRACT**Code: **M1451**Rev: **C**Seller: **Alejandro Domingue**Date: **10/28/21**Project Status: **Quote Only**Estimator: **VBRA**Checker by: **EGRA****We are sending this sales contract based upon the information you provided. If there is any discrepancy please advise.*Project name: **FRANCISCO REBOLLOSO JR**Project location: **ZC 77531****BUILDING DESCRIPTION****DIMENSIONS**

Building type:	Width (ft.)	Length (ft.)	Low & High Eave
Gabled Sym	100	125	20/20

RIGID FRAME INFORMATION

Roof Slope	Column Type	Rafter Type	Primary Coating
2.0:12	tapered depth	tapered depth	Red Oxide

BUILDING CODES AND LOADSBuilding Code: **IBC 21**Building Shell: **Closed**Live Load (pfs): **20**Wind Exposure: **C**Wind (mph): **148**Dead Load (pfs): **2**Ground Snow (pfs): **0**Collateral (pfs): **2.35**Seismic Zone: **A****ROOF INFORMATION**

Purlin type:	Purlin Size:	Roof Panel:	Gauge:	Color:	Bay Spacing:
Bypass	8"	PBR	26	NEED SIG 200	6 at 20.83

Left Endwall

Panel:	PBR	Gauge:	26
Color:	NEED SIG 200	Girt type:	Flush
Bay Spacing:	5 at 20	Girt Size:	8"

Right Endwall

Panel:	PBR	Gauge:	26
Color:	NEED SIG 200	Girt type:	Flush
Bay Spacing:	5 at 20	Girt Size:	8"

Front Sidewall

Panel:	PBR	Gauge:	26
Color:	NEED SIG 200	Girt type:	Bypass
		Girt Size:	8"

Back Sidewall

Panel:	PBR	Gauge:	26
Color:	NEED SIG 200	Girt type:	Bypass
		Girt Size:	8"

Gutters and downspouts

	Style	Color	Price
Eave Gutter:	Standard	NEED SIG 200	\$3,439.00
Downspout:	Press Broke	NEED SIG 200	
	(3 1/2" x 4")		

Insulation

	Type	Thickness	Price
Roof:	VR	3	\$6,947.10
Wall:	VR	3	\$5,194.00

Optional Items

Qty	Description	Size	Price	Total USD
2	I.S. Rollup Door Series 5000 8:1 Chain Hoist	16'-0" x 16'-0"	\$2,811.61	\$5,623.22

PROJECT INCLUDES

I - Beams Columns and Rafters
C & Z Purlins / Girts / Angle base
Tension Cable X-bracing package
Steel Plates

Steel Connection Clips
Erection Bolts & Nuts (A-307 & A-325)
Long life Stainless-Steel Fasteners
Erection Drawings

We are certified under the City of Houston as a Fabricator with the #850.*Three weeks for submittals & 10-12 for fabrication. (this time frame depends on complexity of projects)*

**This quotation is based on the preceding information as submitted to GALVATEC. Any pertinent information not designated on this form has NOT been included in this quotation and will be the responsibility of the Buyer.*

"DUE TO THE INSTABILITY IN THE STEEL MARKET, IF AN UNEXPECTED PRICE INCREASE MAY OCCUR, GALVATEC, INC. WILL ADJUST THE PRICE OF THIS CONTRACT AT ANYTIME, UNLESS THE CLIENT COVERED THE 70% OF THE QUOTE TO SECURE THE PRICE ESTABLISHED HERE"

Factory Whole Sale: \$146,345.70**Delivery Time: 10-12 weeks****Optional Items: \$5,623.22****Total (Taxes not included): \$151,968.92****Down Payment (70%): \$106,378.24****BALANCE 6 DAYS BEFORE DELIVERY****NOTE : Pricing Valid for 7 days from date of quotation. DELIVERY PRICE NOT INCLUDED**www.galvatecinc.com



11619 Hartley Rd., Houston, Texas 77093.
 Phone : (281) 372-1313
 Fax : (281) 372-1314

TRIM COLORS

Jamb Trim:	NEED SIG 200	26	Partition Trim:	N/A
Corner Trim	NEED SIG 200	26	Liner Trim:	N/A
Base Trim:	NEED SIG 200	26	Parapet Cap Trim:	N/A
Eave Trim:	NEED SIG 200	26	Parapet Back Panel:	N/A
Rake Trim	NEED SIG 200	26		

FRAMED OPENINGS

Location	(Qty)	Width	Height	Sill Height	Opening Type
Left EW	2	16	16	0	I.S. Rollup

EXTENSIONS & CANOPIES

Location	Star Bay	End Bay	Type	Height	Provection	Slope	Soffit
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OPEN WALL / PARTIAL WALL

Location	Heigth	Start Bay	End Bay	Open To	Header Member	Jamb Member
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LINER PANEL / WAINSCOT

Location	Start	End	Height	Panel Type	Color
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MEZZANINE

Type	Start	From	Length	Width	Top of Joist	Floor Type	Floor Panel Type
Joist type							

CRANE

Type	Ton	Class	Elevation	Span Center to Center Line	Base of Column to Top of Rail
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LIGHT PANEL

Location	Quantity	Length	Panel Type
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PARAPETS

Location	Start Bay	End Bay	Top of Parapet	Valley Gutter	Back Panel	Back Panel Color
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PARTITIONS

Type	Start	From	Length	Height	Bay Spacing	Girt type:
Panel Type	Panel Color		Panel Face		Base Type	Girt Size:

This contract is signed and Under Texas Law. Harris County
 We are looking forward to working with you. For any questions, concerns or inquiries call us at (281) 372-1313
www.galvatecinc.com

1. The first part of the document is a letter from the President of the United States to the Congress, dated September 17, 1787. It is a copy of the original letter, which is now in the possession of the Library of Congress.

2. The second part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

3. The third part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

4. The fourth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

5. The fifth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

6. The sixth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

7. The seventh part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

8. The eighth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

9. The ninth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

10. The tenth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

11. The eleventh part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.

12. The twelfth part of the document is a copy of the original letter, which is now in the possession of the Library of Congress. It is a copy of the original letter, which is now in the possession of the Library of Congress.



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GENERAL NOTES

- I. Engineering is not provided for material that is not furnished by Galvatec.
- II. Field cut and bend downspouts, if required, to fit offsets at overhangs and buildings walls.
- III. Galvatec expects customers inspect all material when they are unloaded and immediately notify Galvatec of any defect or missing parts. Which will be verified vs pictures and videos taking before and during the shipment process.
- IV. Use and/or installation of the product constitutes irrevocable acceptance. Panels cannot be rejected for excessive oil canning, or any other reason once installed.
- V. Standard flashing profiles are being provided where applicable.
- VI. If additional shipping is required due to project configuration (exceeds standard for dimensions, distance or weight) it will be the customer's responsibility to pay for it.

EXCLUSIONS

- All Liquidated damaged and retainage fees
- Bid Bond
- Performance Bond
- Labor and Material Payment Bond
- Installation by authorized installers
- SMACNA and/or NAIM
- Installation by manufacturer's installers
- Field Measurements
- General Conditions
- Supplementary Conditions
- Crystal Wall
- All accessories not specifically listed
- Teflon bearing pads
- Costs of inspections and testing
- Unloading or erection
- Special testing, such as Ultrasonic or Radiograph testing
- Special cleaning or surface preparation or compatibility for shop or field coatings
- Authorization of installers
- Louvers
- Roof curbs & related flashings
- Roof penetration & related flashings
- Curb framing of drawing
- Mock up samples
- Metal Studs
- Plywood
- CMU
- Plaster
- Anchor Bolt
- Misc structural steel or wood nailers
- FS-TT-P664 paint requirements
- Touch-up or field paint and galvanizing repair
- Shear studs or shear stud layout
- Loose bracing, ties, etc. Except girder bottom chord braces

Once the order is submitted to GALVATEC, the buyer will be responsible to announce any changes if required. GALVATEC will inform the buyer if such changes affect the production process and/or the price stipulated in this form. In case of any change in price and/or delivery dates the Buyer will be notified in written form to accept or decline change request.

Balance must be paid in full one week prior shipping.

FORCE MAJEURE- Under no circumstances shall the Seller be liable in any way to Buyer, building owner or any other party for delays, failure in performances, or loss or damage due to force majeure conditions such as: strike, embargo, explosion, power surge or failure, acts of God, war, labor, or employment disputes, civil disturbances, acts of civil or military including, without limitation: fire, flood, epidemics, quarantine, lightning, authority, inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or say other causes beyond Seller's reasonable control, whether or not similar to the foregoing. Further, Buyer hereby agrees and stipulates that, in the event Seller receives notification of a scheduled price increase from any of its suppliers between the date of this limited lump agreement and the date scheduled for delivery of materials stated herein. Seller reserves the right, in its sole discretion, to increase the purchase price stated herein in an amount corresponding to said price increase.

*** This contract will be construed in accordance with, and governed by the laws of the state of Texas.**

BUYER ACCEPTANCE
Name:
Title:
Company:
Date:
Signature:

GALVATEC ACCEPTANCE
Name:
Title:
Date:
Signature:

This contract is signed and Under Texas Law. Harris County

We are looking forward to working with you. For any questions, concerns or inquiries call us at (281) 372-1313

www.galvatecinc.com



STRUCTURAL QUOTATION AND CONTRACT

11619 Hartley

Section VII, Item A.

Phone : (281) 372-1313
Fax : (281) 372-1314

TERMS AND CONDITIONS

I. Payment Terms

- A. Payment shall be Net Cash (COD, Cashiers Check, Company Check which should be credited into Galvatec, Inc account.)
- B. Payments are to be made in lawful currency of the United States at Houston, Texas, without deduction of any kind. Payment in cash for material will applied taxes, and freight charges will be due upon each shipment, or if shipment is delayed at request of BUYER, upon offer to make shipment. If shipment of any materials is delayed or is not in accordance with this Contract, the BUYER'S obligation for the remainder of the material shall not be affected thereby. BUYER shall be responsible for all loss or damage to material f.o.b. point of purchase, and for accurately receipting each shipment. If, at BUYER'S request, material is stored at SELLER'S plant prior to delivery but after SELLER has made an offer to deliver the materials, BUYER shall pay storage at \$85.00 per trailer per day. SELLER does not have inside storage available to protect the materials from the elements, and therefore shall not be responsible for damage resulting from outside storage.
- C. Fabrication and shipments shall be subject to approval of SELLER'S Credit Department. SELLER reserves the right, at any time prior to final payment, to require BUYER to provide satisfactory additional security for performance of BUYER'S obligations. If BUYER fails to fulfill the terms of payment, SELLER may suspend additional shipments or may, at its option, cancel the uncompleted work to be performed under the contract. Payments not made when due shall bear interest from the time they are due until paid at the rate of 18% per annum, or the highest nonusurious rate which may be held to apply to the transaction, whichever is less. If collection of the amount due under the contract requires legal counsel or procedures, BUYER agrees to pay reasonable attorney's fees and collection expenses, which shall not be less than 15% of the principal and interest then due. IN addition to attorney's fees, collection expenses include: costs of court, filing fees, transcript fees, expert witness fees and other related expenses incurred by SELLER. No failure of the SELLER to exercise any right occurring from default of the BUYER shall impair the SELLER'S rights in case of any subsequent default.
- D. The indebtedness due SELLER as evidenced by this agreement, together with any other indebtedness due to SELLER from BUYER, is secured by the chattel mortgage lien upon all materials sold BUYER, and title to all such materials shall remain with SELLER until all indebtedness due, including interest and other charges, is fully paid.
- E. Changes in the work within the general scope of this Contract, such as additions, deletions, changes in schedule, or other revisions, shall not be binding on SELLER until agreed to in writing.

II. Acceptance

- A. This contract will until signed by the authorized representatives of SELLER. BUYER'S agreement shall be evidenced by signature or by acceptance of any performance. Once accepted, this document, BUYER'S drawings and specifications listed on page 1 (exclusive of legal terms), the SELLER'S design, engineering and shipping documents, and any approval drawings, constitute the entire agreement between BUYER and SELLER.
- B. SELLER objects to the inclusion of any different or additional terms by BUYER in BUYER'S acceptance of this Contract. If any of the terms herein are different from, or additional to, any terms in BUYER'S Purchase Order, drawings, specifications, or any other document or communication submitted by BUYER, then the terms of this Contract shall control. Absent a signed agreement to the contrary, BUYER'S acceptance of any performance by SELLER affirms this Contract as the exclusive recitation of all terms and conditions for this transaction.
- C. Galvatec will cover a free delivery on the day and time scheduled. After that, the BUYER will pay \$ 400.00 US shipment & manouvers within Houston Metropolitan area per truck shipment.

III. Cancellation

If BUYER cancels this Contract, BUYER shall pay, immediately upon receipt of SELLER'S invoice, all of SELLER'S damages including but not limited to engineering services at \$75.00 per hour, costs of raw materials, fabrication costs, and lost profit, or at SELLER'S sole option, a cancellation fee equal to 20% of the Contract price.

IV. Delivery

Upon accepting this offer, SELLER will notify BUYER in writing of the estimated shipping date. However, such date is to be construed as an estimate only and SELLER shall not be liable to BUYER for any delay. References in any document to the effect that time is of the essence are specifically rejected by SELLER and form no part of this agreement. BUYER must accept delivery when tendered by SELLER and demurrage, off loading, or other costs of delay shall be paid by BUYER. To avoid storage fees BUYER must receive or pick up all materials on the day and time agreed, otherwise a fee of \$ 85.00 per day will apply.

V. Engineering Changes

- A. If Galvatec Inc estimation department determines that the information provided by the CLIENT is incomplete, Galvatec, Inc will request all the information needed to provide an accurate quotation for this project. The lag time the CLIENT takes in providing this information will impact the frame time of all project's phases.
- B. Every time a CLIENT requests changes to the original conditions of this contract, the frame time for all phases of this project will be affected. Galvatec, Inc. will notify the new frame time and costs involved. All changes must be done in a written form, and the CLIENT must give a written consent.

VI. Limited Warranty

All products fabricated by SELLER are warranted against failure due to defective material or workmanship for a period of one year after shipment. SELLER'S liability is limited to furnishing (but not dismantling and installing) necessary replacement material f.o.b. factory with freight allowed to destination. SELLER reserves the right to determine what material or workmanship is defective.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE WARRANTY STATED HEREIN.

VII. Buyer's Responsibilities and Additional Terms

- A. BUYER ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY FOR ASSEMBLY AND ERECTION OF MATERIALS PROVIDED HEREUNDER.
- B. SELLER will furnish BUYER standard erection drawings for the erection or installation of SELLER'S products by the BUYER or BUYER'S agent. It is BUYER'S responsibility to employ only contractors and/or workmen who are competent and experienced in steel building erection. Shop details are not furnished unless specifically stated on the face hereof.
- C. BUYER is solely responsible for all building permits, performance bonds, etc. BUYER agrees to verify and advise SELLER of applicable building code and design load requirements. If SELLER provides approval drawings, those drawings supersede all prior design documentation and shall define the design and materials to be provided unless BUYER advises SELLER of changes prior to scheduling of production.
- D. Any excise, privilege, occupation, sales, personal property or other taxes or fees (whether Federal, State or local) applicable to this transaction and shall be paid by BUYER whether or not specifically set forth herein. Payment for additional materials or services not included in this contract, but required by the BUYER, shall be promptly made by BUYER on the same basis as the original sale, subject to the approval of the SELLER'S Credit Department.
- E. The terms of BUYER'S contract with BUYER'S customer are not binding on SELLER and form no part of this Contract.
- F. Claims for correction of alleged misfits will be disallowed unless SELLER has been given prior notice thereof and has been allowed to inspect and confirm such misfits. Ordinary inaccuracies of shop work shall not be construed as misfits. Approved claims for corrective work to be done by SELLER shall be done in accordance with Section VI of the Metal Building Manufacturers Association's Metal Building Systems Manual, 2002 ed. Approved claims for corrective work to be done by others will be reimbursed by SELLER in accordance with SELLER'S schedule of equipment and labor rates in effect at the time. No materials may be returned for alleged misfits without the prior approval of SELLER. Any claims of shortages by BUYER must be made to SELLER within five (5) business days after delivery, or such claims are waived by BUYER. Within ten days of a written request from SELLER, BUYER shall provide documentation supporting the actual costs associated with any claims, or those claims shall be waived.
- G. Seamers and other tools for installation of materials are the responsibility of the BUYER. These items are not a part of this Contract unless specifically stated on the face hereof, and will be subject to a separate rental agreement.
- H. The SELLER reserves the right to change or modify the design and construction of SELLER'S standard products or design details from time to time and to substitute material of equal or superior quality to that originally specified.

VIII. Limitation of Liability and Damages

SELLER shall not be liable for liquidated damages, delay damages, or retainage fees under any circumstances. Any liquidated damages, delay damages, or retainage fees that BUYER is obligated to pay to BUYER'S customer, or any third party are the sole responsibility of BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE. The total liability of SELLER is limited to the fair market value of its obligations under the Limited Warranties set forth above. BUYER must understand that all orders not picked up as agreed are exposed to weather conditions and may suffer surface rust damages as primer coating offered does not have the same final paint coating properties

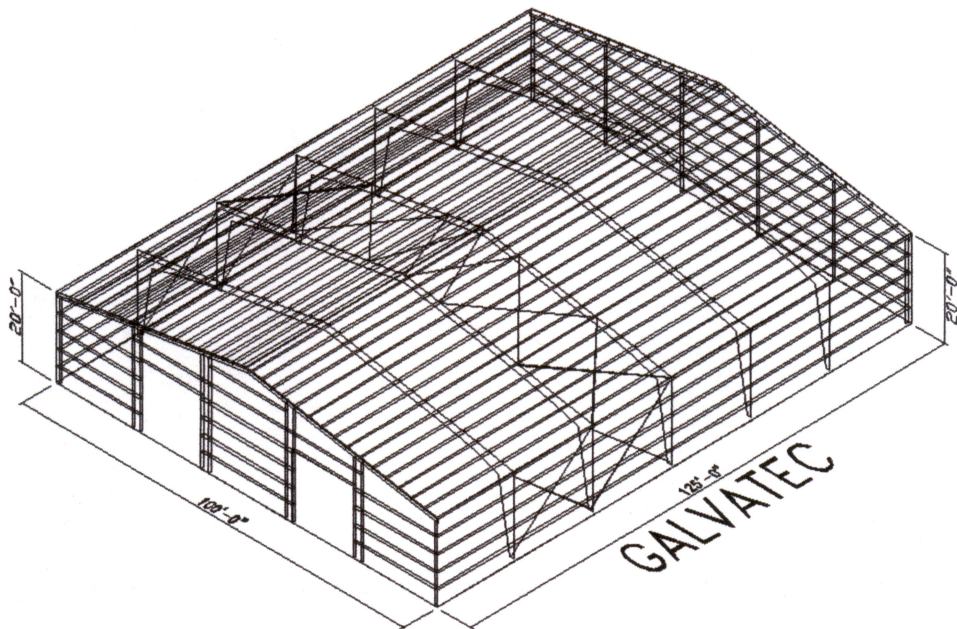
IX. Legal Proceedings, Jury Waiver, Jurisdiction, Forum and Venue

- A. This Contract is entered into and will be substantially performed in Harris County, Texas and shall be enforced, interpreted and construed according to the laws of the State of Texas. Except as may be specifically required by applicable law, the forum and venue for any litigation between the parties hereto with respect to the subject matter of this Contract shall be Harris County, Texas, and each party hereby irrevocably submits to personal jurisdiction in Texas and venue in Harris County for purposes of such litigation.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER THEORY WHETHER STATUTORY, EQUITABLE, OR AT COMMON LAW.

Buyer Initials



Page 5 of 5
11619 Hartley Rd., Houston, Texas 77093.
Phone : (281) 372-1313
Fax : (281) 372-1314



Customer agrees with 3D representation of building included in this form.

Signature:

Disclaimer:

"GALVATEC will request approval of drawings before submitting work order to production. Any delay beginning 3 days after receiving this approval may impact on delivery time."

This contract is signed and Under Texas Law. Harris County

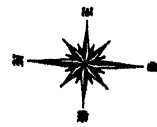
We are looking forward to working with you. For any questions, concerns or inquiries call us at (281) 372-1313

www.galvatecinc.com

Sec. 8. - Nonconforming uses.

The lawful use of land or buildings existing at the time of the adoption of this ordinance may continue although such use does not conform to the regulations specified by this ordinance for the district in which such land or building is located, subject to the following conditions and specifications.

- A. Any nonconforming use of land or building which has ceased to discontinue or abandonment for a period of six months shall thereafter conform to the provisions of this ordinance.
- B. Any nonconforming building which has been destroyed or damaged by fire, explosion, act of God, insurrection or by a public enemy to the extent of 60 percent or more of its assessed valuation shall thereafter conform to the provisions of this ordinance. Where more than 40 percent of the assessed value of the building remains after such damage, such structure may be restored to the same nonconforming use as existed before such damage.
- C. No nonconforming building shall be enlarged or structurally altered except to make it a conforming building. A nonconforming use of a building existing at the time of the adoption of this ordinance may be extended throughout the building provided no structural alterations, except those required by ordinance or law are made therein, and provided variance is obtained.
- D. The use of a nonconforming building may be changed only to a use conforming to the district in which the property is located.



BENCHMARK
FOUND NATIONAL FORESTIC SURVEY MARKER K1143-FOUND
BRASS DISK SET IN CONCRETE ADJUSTMENT OF COUNTY ROAD 200
BEFORE CHINA NATIONAL DISK 18.5' WEST OF THE CENTER OF ROAD.
ELEVATION 14.43 (NAD 1980-2011 ADA)

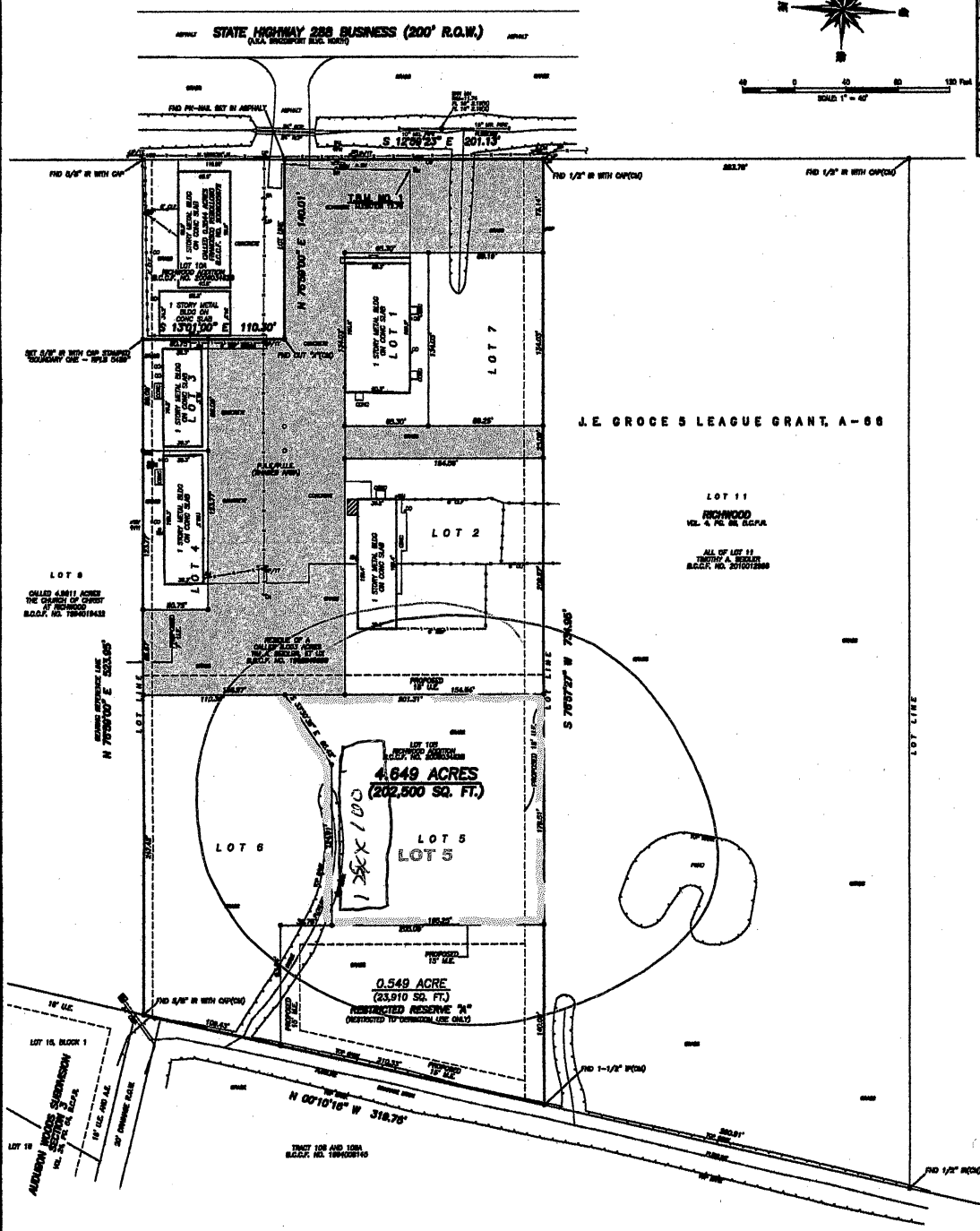
T.B.M. NO. 1
CUT CORNER OF ROAD CORNER OF CONCRETE PAVING LOT
TO POINT OF TANGENT NORTHEASTY N.O.R.M. LINE OF 8th SEAM.
SOUTH LOCATOR AND POINTS FURNISH
ELEVATION 12.78 (NAD 1980-2011 ADA)

LEGEND OF SYMBOLS:

	UTILITY POLE(UP)
	GUY WIRE(GA)
	OVERHEAD UTILITY LINE
	TOP BANK OF DITCH
	GAS METER(GM)

[illegible]

LOT 12



STATE OF TEXAS
COUNTY OF MAGUIRE

I, Timothy A. Beidler, Owner of the property being described on the attached plat, do hereby make the amendments to said property according to the lines, lots, streets and easements as shown herein and dedicate for public use the streets and easements shown herein forever, and do hereby grant, by heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN WITNESS WHEREOF, Owner of the property, Timothy A. Beidler, has signed these presents to be signed this _____ day of _____ 2014.

VINCENT A. BRIGGS, owner

STATE OF TEXAS
COUNTY OF BAKERSIA

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was the act of said person, for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1914.

Notary Public in and for _____ County, Texas.
My Commission Expires: _____

Approved this _____ day of _____, 2014, by the City
Council of the City of Richmond, Henrico County, Virginia.

Cliff Burrows, Super	James Brady, Position 3
Paul Raymond, Position 1	Morgan Laird, Position 4
John Pitts, Position 2	Deane Lacy, Position 5

1. Christian Offmeyer, an authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; that prepared from an actual survey of the property made under my supervision in the ground; and that all boundary corners, angle points, points of curvature and other points of reference have been marked with five-eighths (5/8) inch diameter iron rods (unless otherwise shown), having a length of not less than three feet (3'); and that permanent control points will be surveyed and marked by construction and that this plat correctly represents that survey made by me.

[illegible]

- 6.) Property is located in the City of Richmond.
- 7.) Easements to the subdivision to direct from State Highway 228 and Highway 229.
- 8.) All water and sewer lines shall be located in the street right-of-way unless agreed to and/or sanctioned by the City of Richmond.
- 9.) All water and sewer service is subject to City of Richmond approval and acceptance.
- 10.) Any proposed drainage system for this subdivision shall be designed to meet the requirements of the City of Richmond and/or the Valero District.
- 11.) This plat has been prepared to meet the requirements of the State of Texas, Bexar County and the City of Richmond.

PRELIMINARY RE-PLAN OF LOT 10B
2000 BLOCK BRIDGESPORT BLVD. NORTH

RICHWOOD ADDITION

BEING A SUBDIVISION OF 4.844 ACRES OF LAND
ALL OF LOT 108, BLOCK 1, RICHWOOD ADDITION
A SUBDIVISION PLAT OF RECORD UNDER S.C.C.F. NO. 2008034828
IN THE J.E. ORFEE 5 LEAGUE GRANT, ABSTRACT NO. 88
CITY OF RICHWOOD
BRAXTON COUNTY, TEXAS

OWNER:
TM SEDLER
2000 BRAZOSPORT BLVD. NORTH
RICHWOOD, TEXAS 77531
PH. (979) 285-5832

SURVEYOR:
boundary one
professional surveyors
101 W. Development Ave., Suite 200, Pittsford, NY 14534

CONTACT: CHRISTIAN OFFENBURGER, R.P.L.S.

DATE: JANUARY 14, 2014 SCALE: 1" = 40' SHEET 1 OF 1

Public Hearing Notice



The City of Richwood will hold a public hearing on December 13, 2021, at 6:00 PM to consider a request for zoning variance to allow a storage building to be built on a separate lot from the main structure. The current requirement is that accessory buildings must be erected on the same lot as the main structure.