



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF ADJUSTMENT
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 3:30 PM ON
WEDNESDAY, SEPTEMBER 18, 2024**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member.

2. APPROVAL OF MINUTES:

A) Minutes for April 17, 2024 - Regular Called Meeting

3. PUBLIC HEARINGS: *(Ordinance No. O-2019-31): A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

A) Landon B. Jennings of Benchmark Outdoor Media, representing Lone Star National Bank, owner, is requesting a variance to the City of Pharr to allow a freestanding business pylon sign from its current height of 60 feet to 80 feet in a General Business District (C). The property is legally described as being a 0.027 of an acre tract of land out of Lot 1, Lone Star National Bank Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 100 West Ferguson Avenue, Pharr, Texas. **BOA#240818**

4. ANNOUNCEMENTS/OTHER BUSINESS:

5. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Board hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

6. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

7. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall 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 Clerk's Office at 956-402-4100 Ext 1007 or FAX 956-475-3442 or Email cityclerksoffice@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the Board of Adjustment of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 12th day of September 2024 at 5:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 12th day of September 2024



IMELDA PEREZ, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the Board of Adjustment was removed from the bulletin board of City Hall on the ____ day of _____, 20__ by,

Name: _____

Title: _____



AGENDA MEMORANDUM



BOARD: Board of Adjustment

AGENDA ITEM #: 2.A.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 18, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Minutes of April 17, 2024 - Regular Called Meeting

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Minutes for April 17, 2024

Fiscal Consideration:

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 9/12/2024

Kimberly Mendoza

Final Approval - 9/13/2024

**MINUTES
BOARD OF ADJUSTMENT
City Commissioner's Room
118 S. Cage Blvd. April 17, 2024 - 3:30 p.m.**

A meeting of the Board of Adjustment of the City of Pharr was held on Wednesday, April 17, 2024, and following is the record of attendance.

MEMBERS PRESENT: Danny Wylie Ruben Luna
 Ramiro Gutierrez Charlie Ramirez
 Andres Zuniga

ABSENT: Rafael Munguia Rogelio Torres

STAFF PRESENT: Ricardo Rodriguez III, City Attorney
 Kimberly Mendoza, Director of Development Services
 Joe Garza, Asst. Director of Development Services
 Julia Rios, Administrative Assistant
 Roland Gomez, Director of Building & Code Compliance
 Roy Rodriguez, Asst. Director of Building & Code Compliance
 Alyn Cervantes, Plans Examiner

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER

Chairman, Danny Wylie, called the meeting to order at 3:30 p.m. Roll call established a quorum.

Board Member Charlie Ramirez moved to excuse the absent members. Board Member Ruben Luna seconded the motion and when put to a vote it carried unanimously.

ITEM 2. APPROVAL OF MINUTES

A) MINUTES OF NOVEMBER 15, 2023 – REGULAR MEETING

Chairman, Danny Wylie, introduced the item.

Charlie Ramirez moved to approve the minutes as submitted. Ruben Luna seconded the motion and when put to a vote it carried unanimously.

ITEM 3. PUBLIC HEARING:

A) MICHAEL RIOS, REPRESENTING LGL FURNITURE LLC, OWNER, IS REQUESTING A VARIANCE TO THE CITY OF PHARR TO ALLOW AN OFF-PREMISE BILLBOARD SIGN IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2, BENTSEN COMMERCIAL PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 927 EAST EXPRESSWAY 83, PHARR, TEXAS. BOA#240217

Joe Garza, Assistant Director of Development Services, introduced the item and stated the property was currently zoned General Business District (C) and the surrounding areas were zoned Single-Family Residential District (R-1) to the north, General Business district (C) to the south and east, and Heavy Commercial (H-C) to the west. He further stated the area was generally designated for General Business use in the Land Use Plan.

Joe Garza, Assistant Director of Development Services, reported eleven (11) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on March 26, 2024. He stated a legal notice was published in the Advance News Journal on March 20, 2024, March 27, 2024, and April 03, 2024 and staff received no responses to the letters or the legal notice.

Joe Garza, Assistant Director of Development Services, further stated the applicant was proposing a forty-five foot (45') by sixteen feet (16') by eighty foot (80') tall off premise advertising billboard along the front of the property.

Joe Garza, Assistant Director of Development Services, briefly explained the same request was considered by the Board on November 15, 2023 for the installation of an off-premise billboard sign at this location. However, the Board denied the request due to no more billboard signs being allowed inside city limits but stated the applicant was requesting reconsideration by the board.

Joe Garza, Assistant Director of Development Services, further stated the applicant met with city staff to discuss an alternative in exchange for the variance and stated the applicant had agreed to remove the existing off-premise billboard located at 1214 West IH 2. Mr. Garza stated if this variance request was approved, the applicant needed to obtain a demolition permit for the removal of the existing off-premise billboard sign prior to issuance of the sign permit at 927 East Expressway 83. He added the existing off-premise billboard be removed within 30 days of issuance of the demolition permit.

Joe Garza, Assistant Director of Development Services, stated if the request was approved with the above-mentioned conditions, there would not be an increase in the number of off-premise billboard signs located inside city limits and the City would remain

in compliance with the Certified City designation with the Texas Department of Transportation (TXDOT).

Joe Garza, Assistant Director of Development Services, explained the City of Pharr was a Certified City with Texas Department of Transportation (TXDOT) since 2014 and had worked together with TXDOT to regulate commercial signs, otherwise referred to as outdoor advertising sign, along with the federally designated National Highway System. He further stated the City of Pharr had a Silver designation with Scenic City and the mission of the Scenic City Certification Program was to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and open spaces. Lastly, Mr. Garza stated the Scenic City Certification Program provided a proven, highly-regarding tool to Texas cities for assessment, evaluation, and recognition of infrastructure standards.

Chairman, Danny Wylie, asked if the applicant had any comments. Micheal Rios, Representing LGL Furniture LLC., stated the construction dimensions for the proposed sign would be changed to forty-eight foot (48') by fourteen feet (14') by seventy foot (70') tall which would abide by industry standards. Mr. Rios also stated the removal of the sign would take approximately a day to be demolished.

At this time, Board member Charlie Ramirez stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 5. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE BOARD OF ADJUSTMENTS HERBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 3:37 p.m., Chairman Danny Wylie stated the Board would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 6. RECONVENE:

The time being 3:44 p.m., Chairman Danny Wylie stated the Board would be resuming the open meeting.

ITEM 3. PUBLIC HEARING:

A) MICHAEL RIOS REPRESENTING LGL FURNITURE LLC, OWNER, IS REQUESTING A VARIANCE TO THE CITY OF PHARR TO ALLOW AN OFF-PREMISE BILLBOARD SIGN IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2, BENTSEN COMMERCIAL PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 927 EAST EXPRESSWAY 83, PHARR, TEXAS. BOA#240217

Chairman, Danny Wylie reintroduced the item and asked if anyone signed up to speak. Julia Rios, Administrative Assistant, stated there was no one who signed up to speak.

There being no further comments, Board member Ramiro Gutierrez **moved** to approve the Variance to the City of Pharr to allow an off-premise billboard sign with revised forty-eight foot (48') by fourteen feet (14') by seventy foot (70') tall dimensions. Mr. Gutierrez also added the conditions of applying for a demolition permit and demolishing billboard sign within 30 of issuance of permit at 1214 West IH 2 being met before construction of billboard sign at 927 East Expressway 83. Board member Charlie Ramirez seconded the motion and when put to a vote, it carried unanimously.

ITEM 4. ANNOUNCEMENTS/OTHER BUSINESS

None.

ITEM 7. ADJOURNMENT

There being no further business, Board member Charlie Ramirez **moved** to adjourn. Ruben Luna seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 3:45 p.m.

BOARD OF ADJUSTMENT

Chairman, Danny Wylie

ATTEST:

Rafael Munguia, Secretary

APPROVED: _____



AGENDA MEMORANDUM

BOARD: Board of Adjustment

AGENDA ITEM #: 3.A.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 18, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Landon B. Jennings of Benchmark Outdoor Media, representing Lone Star National Bank, owner, is requesting a variance to the City of Pharr to allow a freestanding business pylon sign from its current height of 60 feet to 80 feet in a General Business District (C). The property is legally described as being a 0.027 of an acre tract of land out of Lot 1, Lone Star National Bank Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 100 West Ferguson Avenue, Pharr, Texas. **BOA#240818**

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue: Landon B. Jennings of Benchmark Outdoor Media, representing Lone Star National Bank, owner, is requesting a variance to the City of Pharr to allow a freestanding business pylon sign from its current height of 60 feet to 80 feet in a General Business District (C).

Fiscal Consideration:

Staff Recommendation:

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
Kimberly Mendoza

Created/Initiated - 9/12/2024
Approved - 9/12/2024
Final Approval - 9/13/2024



Pharr

Development Services



MEMORANDUM

DATE WEDNESDAY, SEPTEMBER 18, 2024

TO: BOARD OF ADJUSTMENT

FROM: DEVELOPMENT SERVICES

SUBJECT: VARIANCE TO THE CITY OF PHARR - A request for a variance to the City of Pharr to allow a freestanding business pylon sign from its current height of 60 feet to 80 feet in a General Business District (C). The property is legally described as being a 0.027 of an acre tract of land out of Lot 1, Lone Star National Bank Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 100 West Ferguson Avenue, Pharr, Texas.
BOA#240818

GENERAL INFORMATION:

APPLICANT: Landon B. Jennings of Benchmark Outdoor Media, representing Lone Star National Bank, owner, is requesting a variance to the City of Pharr to allow a freestanding business pylon sign from its current height of 60 feet to 80 feet.

LEGAL DESCRIPTION: The property is legally described as being a 0.027 of an acre tract of land out of Lot 1, Lone Star National Bank Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 100 West Ferguson Avenue, Pharr, Texas.

ZONING: The property and surrounding properties to the north, south, east, and west are currently zoned General Business District (C). The area is generally designated for General Business use in the Land Use Plan.

**NOTIFICATION
OF PUBLIC:**

One (1) letter was mailed out to the surrounding property owners within a two hundred (200) foot radius on September 6, 2024.

A legal notice was published in the Advance News Journal on August 21, 2024, August 28, 2024, and September 04, 2024. Staff has received no responses to the letters or the legal notice.

**FOR YOUR
INFORMATION:**

The variance request is for the following:

Proposed:

- 1) The applicant is proposing to increase the height of an existing freestanding business pylon sign from sixty feet to eighty feet. The applicant is requesting this variance due to the height of the newly constructed expressway and wishes to increase the visibility for the existing Lone Star National Bank sign.

If approved, the sign shall be only for the advertisement of the Lone Star National Bank as it now exists. No billboards nor off-premise advertisement to be allowed.

City Requirements:

- 1.) The City of Pharr Sign Ordinance O-2021-03
Sec.106-145. Business District Section E)
 - 2.) Expressway Corridor
 - A) Minimum setback: ten (10) feet from property line.
 - B) Maximum size: eight hundred (800) square feet.
 - C) Maximum height: sixty (60) feet.

2.) City of Pharr is a Certified City with Texas Department of Transportation (TXDOT) since 2014. The City of Pharr works together with TXDOT to regulate commercial signs, otherwise referred to as outdoor advertising sign, along with the federally designated National Highway System.

In the Texas State Transportation Code Sec. 391.038

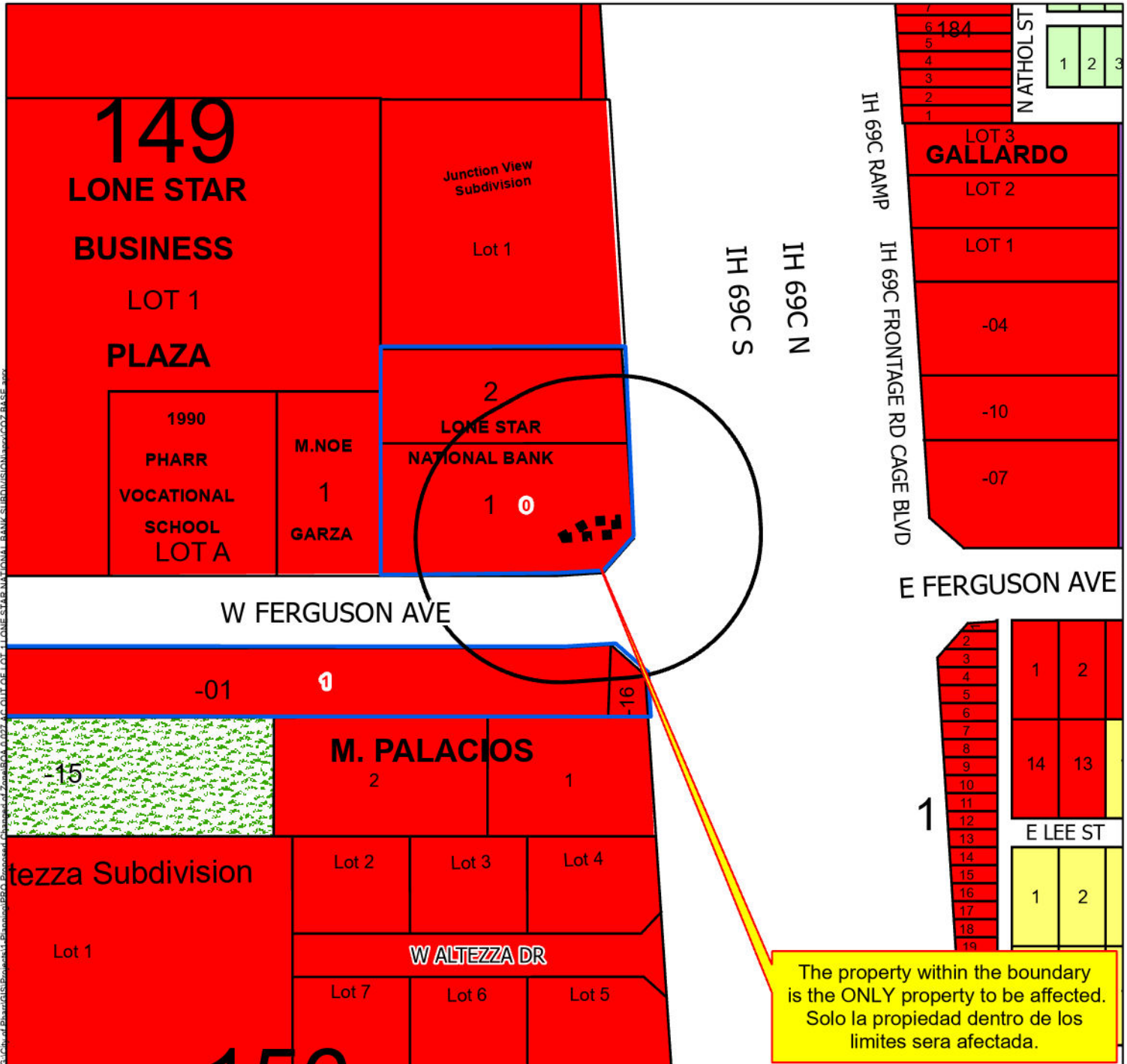
Sec. 391.038. SIGN HEIGHT. (a) Except as otherwise provided by this section, a sign may not be higher than 60 feet, excluding a cutout that extends above the rectangular border of the sign, measured:

(1) from the grade level of the centerline of the main-traveled way, not including a frontage road of a controlled access highway, closest to the sign at a point perpendicular to the sign location;

3.) Scenic City – City of Pharr currently has a Silver designation. The mission of the Scenic City Certification Program is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and open spaces. The Scenic City Certification Program provides a proven, highly-regarded tool to Texas cities for assessment, evaluation, and recognition of infrastructure standards.

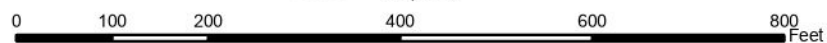


ZONING

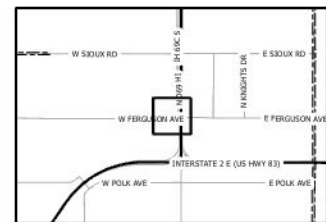


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Zoning | HUD Code | Neighborhood Commercial |
| ZONE | Rail Road R.O.W. | Office Professional |
| Agricultural Open Space | Government Owned | PSJA ISD |
| Single Family | General Business | Hidalgo ISD |
| Single Family Small Lot | Business District | Valley View ISD |
| Residential Multi-Family | Drainage Easement | Planned Unit Development |
| Residential Multi-Family High Density | Heavy Commercial | SUBJECT PROPERTY |
| Mobile Home | Heavy Industrial | NOTIFIED PROPERTIES |
| Townhouse | Limited Industrial | 200 FT RADIUS |

The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

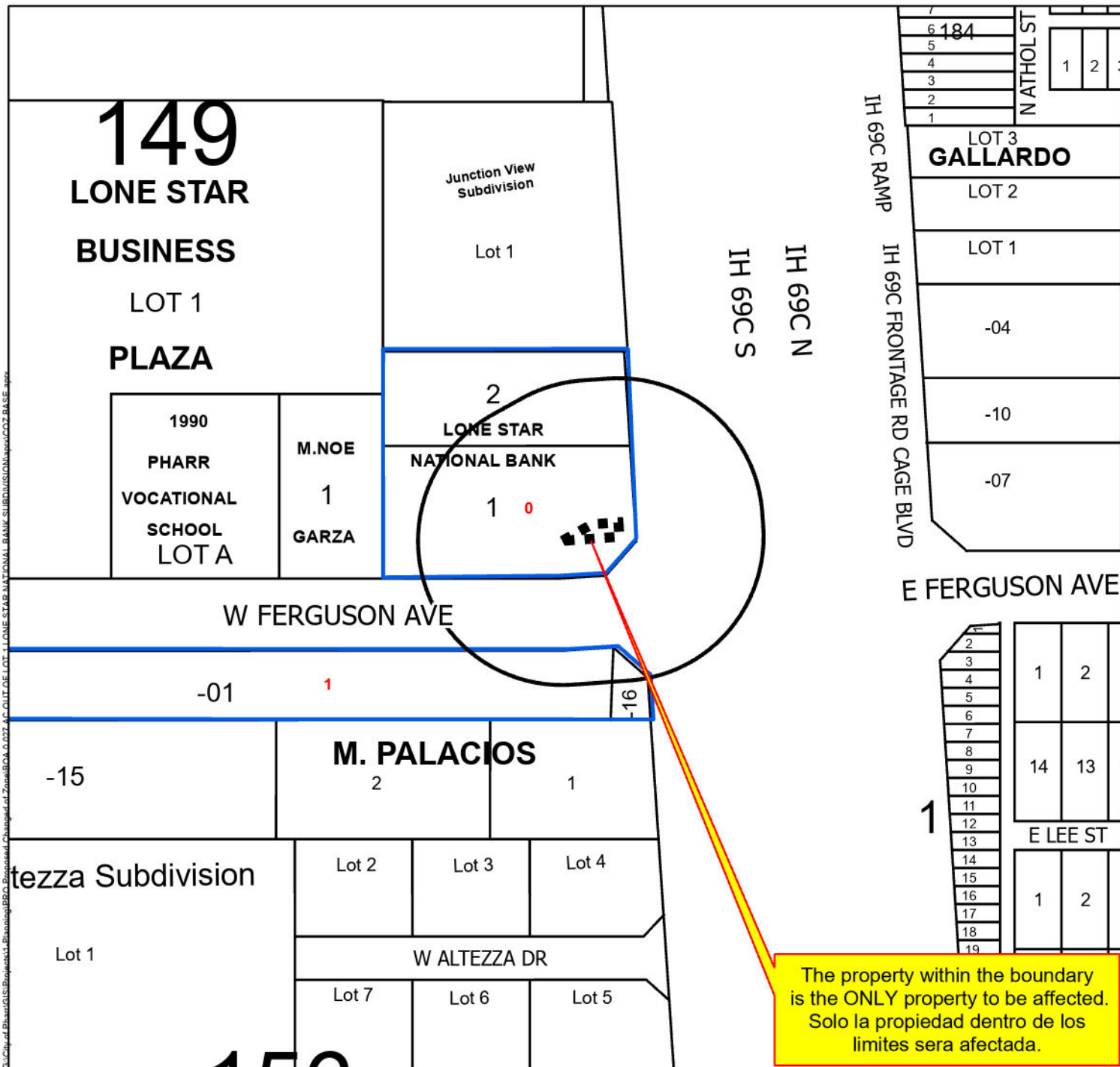


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





RADIUS

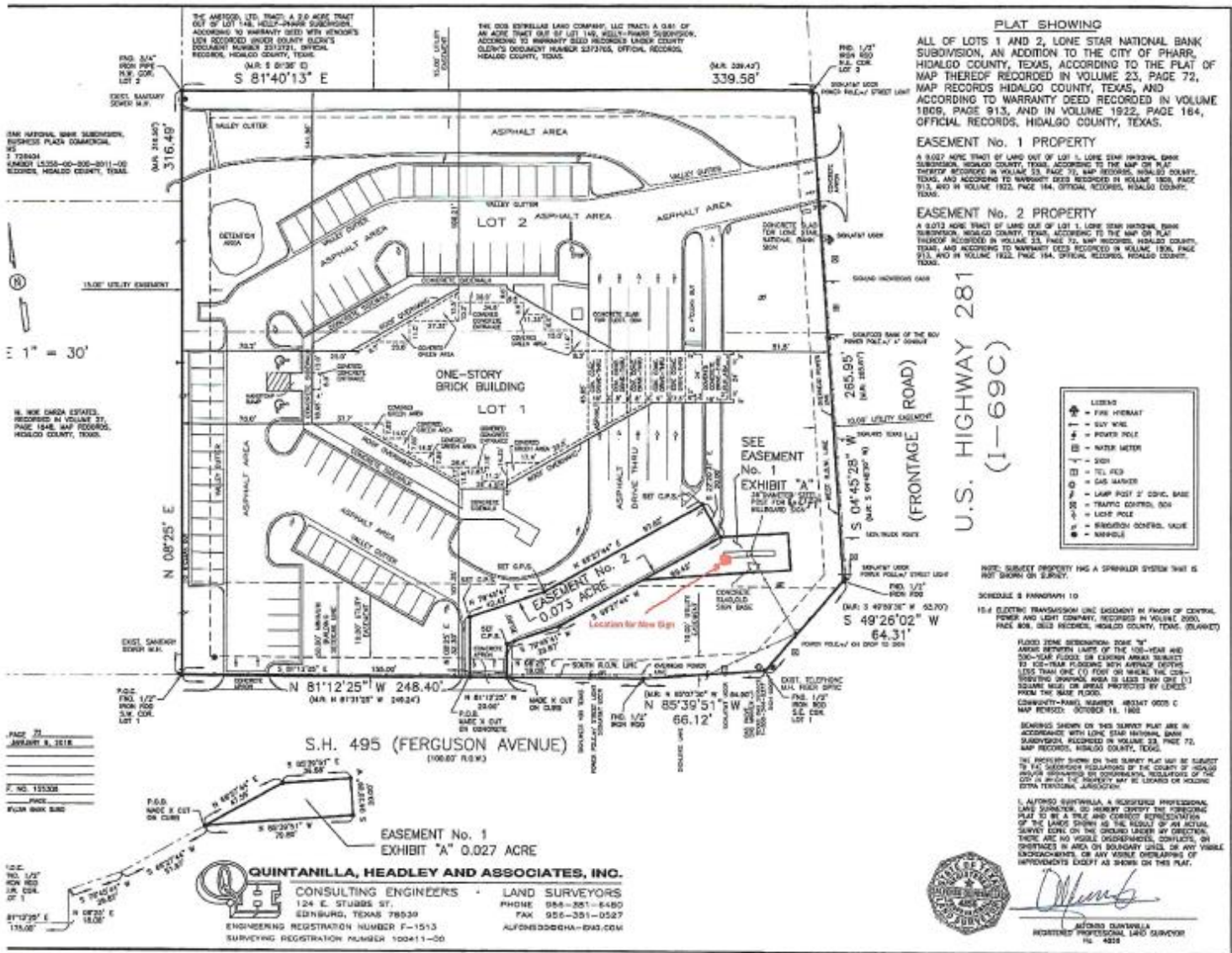


The property within the boundary is the ONLY property to be affected.
 Solo la propiedad dentro de los limites sera afectada.

- SUBJECT PROPERTY
- NOTIFIED PROPERTIES
- 200 FT RADIUS

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





THE AFFIXION, LTD. TRACT, A 2.0 ACRES TRACT
 OUT OF LOT 148, HELLZ-PAVING SUBDIVISION,
 ACCORDING TO WARRANTY DEED WITH REFERENCE
 LIES RECORDED UNDER COUNTY CLERK'S
 DOCUMENT NUMBER 2312791, OFFICIAL RECORDS,
 HIDALGO COUNTY, TEXAS.
 (M.R. S 81'30" E)
 S 81'40'13" E

THE DOB ESTRELLAS LAND COMPANY, LLC TRACT, A GRAY OF
 AN ACRES TRACT OUT OF LOT 148, HELLZ-PAVING SUBDIVISION,
 ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY
 CLERK'S DOCUMENT NUMBER 2312791, OFFICIAL RECORDS,
 HIDALGO COUNTY, TEXAS.
 (M.R. 339'42")
 339.58'

PLAT SHOWING
 ALL OF LOTS 1 AND 2, LONE STAR NATIONAL BANK
 SUBDIVISION, AN ADDITION TO THE CITY OF PHARR,
 HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF
 MAP THEREOF RECORDED IN VOLUME 23, PAGE 72,
 MAP RECORDS HIDALGO COUNTY, TEXAS, AND
 ACCORDING TO WARRANTY DEED RECORDED IN VOLUME
 1805, PAGE 913, AND IN VOLUME 1922, PAGE 164,
 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EASEMENT No. 1 PROPERTY
 A 0.0275 ACRES TRACT OF LAND OUT OF LOT 1, LONE STAR NATIONAL BANK
 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP ON PLAT
 THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS, HIDALGO COUNTY,
 TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1805, PAGE
 913, AND IN VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY,
 TEXAS.

EASEMENT No. 2 PROPERTY
 A 0.075 ACRES TRACT OF LAND OUT OF LOT 1, LONE STAR NATIONAL BANK
 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP ON PLAT
 THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS, HIDALGO COUNTY,
 TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1805, PAGE
 913, AND IN VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY,
 TEXAS.

U.S. HIGHWAY 281
 (I-69C)

LEGEND

- ⊕ FIRE HYDRANT
- ⊙ MANHOLE
- ⊙ WATER METER
- ⊙ TRAFFIC CONTROL BOX
- ⊙ TRAFFIC CONTROL VALVE
- ⊙ MANHOLE

NOTE: SUBJECT PROPERTY HAS A SPRINKLER SYSTEM THAT IS
 NOT SHOWN ON SURVEY.
 SCHEDULE 8 PARAGRAPH 10
 15.4 ELECTRIC TRANSMISSION LINE EASEMENT IN FRONT OF CENTRAL
 POWER AND LIGHT COMPANY, RECORDED IN VOLUME 2090,
 PAGE 808, DEED RECORDS, HIDALGO COUNTY, TEXAS. (SHOWN)

FLOOD ZONE DESIGNATION: ZONE "X"
 AREAS BETWEEN LINES OF THE 100-YEAR AND
 500-YEAR FLOOD OR EXCESS AREAS SUBJECT
 TO 100-YEAR FLOODING WITH APPROX. CENTER
 LINE OF ONE (1) FOOT OR MORE THE
 COASTING CHANNEL AREA IS LESS THAN ONE (1)
 SQUARE FOOT OR AREA PROTECTED BY DITCH
 FROM THE WARE FLOOD.
 COMMUNITY-RISK NUMBER: ABOUT GOOD C
 MAP REVISION: 09/2003 18, 1803

BOUNDARY SHOWN ON THIS SURVEY PLAT ARE IN
 ACCORDANCE WITH LONE STAR NATIONAL BANK
 SUBDIVISION, RECORDED IN VOLUME 23, PAGE 72,
 MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT
 TO A LITIGATION REGARDING THE COUNTY OF HIDALGO
 CITY OF PHARR OR COMMUNITY RECORDS OF THE
 CITY OF PHARR. THE PROPERTY MAY BE LIENED OR HOLDING
 EXTRA PERSONAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL
 LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING
 PLAT TO BE A TRUE AND CORRECT REPRESENTATION
 OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL
 SURVEY DONE ON THE GROUND UNDER MY OBSERVATION.
 THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR
 INHERENCES IN AREA OR BOUNDARY LINES OR ANY VISIBLE
 ENCROACHMENTS OR ANY VISIBLE OVERRAPING OF
 IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4218

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 124 E. STUBBS ST. EDINBURG, TEXAS 78039
 ENGINEERING REGISTRATION NUMBER F-1513
 SURVEYING REGISTRATION NUMBER 100411-00

PAGE 21
 APPENDIX B, 2018
 F. NO. 15538
 FOUR MARK SIZE

I.C.E.
 NO. 1/2"
 FOR REF.
 IN COIL
 OF 1'
 81'02.28" E
 135.00'



Pharr

Development Services



APPLICATION TO THE
CITY OF PHARR
BOARD OF ADJUSTMENT
FOR A
VARIANCE/SPECIAL EXCEPTION

CITY OF PHARR, TEXAS

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUL 22 2024

BY: *Laura Jones*

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR A VARIANCE/SPECIAL EXCEPTION TO THE BOARD OF ADJUSTMENT

This coversheet is designed to provide you with general information about completing the attached application and should not be considered legal advice. If you have any questions, or do not understand these instructions, you are advised to seek help from a qualified attorney or land use planning expert.

VARIANCES

A variance may be granted to an applicant when the board finds:

- 1) That there are special circumstances or conditions applying to the land or building for which the variance is sought, which circumstances or conditions are peculiar to such land or building and do not apply generally to lands or buildings in the same zone or neighborhood, and that said circumstances or conditions are such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of such land or building; and
- 2) That the granting of such variance will not be detrimental to the public welfare or injurious to the property or improvements in such zone or neighborhood in which the property is located; and
- 3) That the granting of the variance is necessary for the reasonable use of the land or building and that the variance as granted by the board is the minimum variance that will accomplish this purpose; and
- 4) That the literal enforcement and strict application of the provisions of the ordinance in question will result in an unnecessary hardship inconsistent with the general provisions and intent of that ordinance and that in granting such variance the spirit of the ordinance will be preserved and substantial justice done; and
- 5) In addition to considering the character and use of adjoining buildings and those in the vicinity, the board, in determining its findings, shall take into account the number of persons residing or working in such buildings or upon such land and traffic conditions in the vicinity.

The board may, after public notice and hearing and subject to the conditions and safeguards herein contained, vary or adapt the strict application of any of the terms of this ordinance under the power and authority herein granted and consistent with Article XII, Section 1.91, subsection D.

In granting any variance under the provisions of this ordinance, the board may designate such conditions in connection therewith which, in its opinion, will secure substantially the purpose and intent of this ordinance.

The board may permit the change of occupancy from one nonconforming use to another nonconforming use when the extent of the second nonconforming use is found to be less detrimental to the environment than the first.

The board may permit the enlargement of a nonconforming use only when the enlargement will not prolong the life of the nonconforming use. A specific period of time for the return to conformity can be required.

The board may permit the reconstruction of a nonconforming structure or building on the lot or tract occupied by such building, provided such reconstruction does not, in the judgment of the board,

prevent the return of such property to a conforming use or increase the nonconformity of a nonconforming structure.

The board may permit such variance of the front yard, side yard, rear yard, lot width, lot depth, coverage, minimum setback standards, off-street parking or off-street loading regulations where the literal enforcement of the provisions of this ordinance would result in an unnecessary hardship, and where such variance is necessary to permit a specific parcel of land which differs from other parcels of land in the same district by being of such restricted area, shape or slope that it cannot be developed in a manner commensurate with the development permitted upon other parcels of land in the same district. A variation from the standard established by this ordinance shall not be granted to relieve a self-created or personal hardship, nor for financial reason only, nor shall such modification be granted to permit any person a privilege in developing a parcel of land not permitted by this ordinance to other parcels of land in the district.

A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege in developing a parcel of land not permitted by an Ordinance to other parcels of land in the particular zoning district. No variance may be granted which results in undue hardship on another parcel of land.

The following approval criteria must be met for a variance request to be granted:

1) *The variance is not contrary to the public interest.*

a) This requires that in order for the variance to be granted, it may not be against the public interest. "Public Interest" for zoning variances is defined as the well-being of the general public, with specific attention to those members of the public that could be directly affected by the proposed variance."

2) *Due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.*

b) This requires that the enforcement of a zoning regulation causes an "unnecessary hardship." The hardship must be **caused by the property itself**, for reasons such as exceptional size or shape, topography or other physical conditions of a parcel of land. The hardship must not be caused by the applicant, cannot be personal in nature, cannot be financial only; and must relate to the very property for which the variance is sought. It must be unique condition, oppressive and not common to other property. Unnecessary hardship is present only where, in the absence of a variance, no reasonable use may be made of the property.

3) *Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the subject property is located.*

c) This requires that if the Board of Adjustment grants the variance as requested, it will not allow the operation of a use not specifically permitted in the zoning district in which it is located.

4) *Such variance will not substantially injure the appropriate use of adjacent conforming property or alter the essential character of the district in which the property is located.*

d) This examines whether or not the granting of the variance will negatively influence the ability of an adjacent property to be used in a manner appropriate to the zoning district

to which it conforms. This condition also examines the potential of the variance to influence or change the image or perception of the locality, as defined by its built environment, landscaping, natural features and open space, types and style of housing, and other elements that contribute to its distinct identity.

5) *The plight of the owner of the property is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located.*

e) This requires that the dilemma necessitating the request of a variance is the result of exceptional physical characteristics of the property that are unique to the subject property and distinct from those of nearby properties and the district in general. The unique condition from which the hardship arises must not be the result of the actions of the property owner themselves and must not be merely financial in nature.

All 5 (five) conditions are required to be met in order for the Board of Adjustment to grant a variance. The burden of proving that these 5 (five) conditions apply to the subject property is solely the responsibility of the applicant. At the Board of Adjustment hearing, you will be expected to submit evidence proving that the above stated conditions exist.

SPECIAL EXCEPTIONS

A special exception may be granted to an applicant when the board finds:

- 1) That the granting of such exception will not be injurious or otherwise detrimental to the public health, safety, morals and general welfare of the general public, and
- 2) That the granting of such exception will not be detrimental or injurious to the property or improvements in such zone or neighborhood in which the property is located, and
- 3) That the granting of such exception will be in harmony with the general purpose and intent of this ordinance.

In determining its finding, the board shall take into account the character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such building or upon such land, traffic conditions in the vicinity, and the conformance of such area to the zoning map and general plan.

The board may, after public hearing and subject to the conditions and safeguards herein contained, authorize special exceptions to this ordinance as follows:

- 1) Permit the enlargement of a nonconforming use only when the enlargement will not prolong the life of the nonconforming use. A specific period of time for the return to conformity can be required.
- 2) Permit the use of a lot or lots in any dwelling district adjacent to any other district, even if separated therefrom by an alley or by a street, for the parking of passenger cars under such safeguards and conditions of the more restricted property, provided no other business use is made of such lot or lots.
- 3) Permit such modification of a yard, lot area or lot width regulation requirements as may be necessary to secure appropriate improvement of a parcel of land where such parcel was separately owned on the effective date of this ordinance, and is not adjacent to another parcel of the same ownership and where such parcel is of such size that it cannot be improved without such modification or of such restricted area that it cannot be appropriately improved without such modification.
- 4) Grant conditional use permits in any zone where such uses are allowed conditionally by the provisions of this ordinance.
- 5) Permit the modification of the requirements for signs.
- 6) May grant a permit for the extension of a use, height, or area regulation into an adjoining district for a distance of not more than 25 feet, where the boundary line of the district divides a lot in single ownership as of the effective date of this ordinance.

In granting any special exception under the provisions of this ordinance, the board may designate such conditions in connection therewith which, in its opinion, will secure substantially the purpose and intent of this ordinance.

APPLICATION FOR VARIANCE/SPECIAL EXEPTION

Application Date: 06 / 6-12-24 / 24

Company Name or Business Entity: Benchmark Outdoor Media LLC

Applicant: Landon B Jennings Phone No.: 956-245-1394
(First) (Middle) (Last)

Mailing Address: 2813 Ted Cir Harlingen TX 78550
(Address) (City) (State) (Zip)

Email: Landon.BenchmarkOutdoor@gmail.com

Property Owner: Lone Star National Bank Phone No.: 956-309-4115
(First) (Middle) (Last)

Owner Mailing Address: 520 E Nolana Ave McAllen TX 78504
(Address) (City) (State) (Zip)

Present Property Zoning: Business Nature of Request: Sign Height

Property Address: 100 W Ferguson Ave

Property Legal Description: Lone Star National Bank Lot 1
(Subdivision) (Block) (Lot)

Current use of Property: Sign Proposed use of Property: Sign

I hereby certify that the information provided above is true and correct to the best of my knowledge. By signing this application I hereby grant the City of Pharr authorization to do the background and information check(s) necessary to process this application. I also hereby grant employees of the City of Pharr to enter the premises and conduct any inspections necessary to process this application. Alterations, changes or deviations from the plans authorized by this permit are unlawful without written authorization. The applicant hereby agrees to comply with all City Ordinances, Code, Subdivision Regulations, Restrictions, Local, State and Federal Laws and assumes all responsibility for such compliance. I understand that the City of Pharr does not enforce any private restriction, covenant rule, or regulation that may be imposed. If permit becomes invalid for any reason no refunds will be issued.

I hereby request a hearing before the Board of Adjustment and I acknowledge receiving the Guidelines / Restrictions as they will apply to the proposed use.

As agent, appointed by the owner, I am authorized to act on his/her behalf in regards to the above information.

[Signature] 6-12-24 Landon Jennings for Benchmark Outdoor Media 6-12-24
(Agent Signature) (Date) (Agent Print Name) (Date)

As owner of the above described property, I hereby request a hearing before the Board of Adjustment in reference to the above information.

[Signature] 6-12-24 Irma Chapa for Lone Star National Bank 6-12-24
(Property Owner Signature) (Date) (Property Owner Print Name) (Date)

CONDITIONS NECESSARY FOR GRANTING A VARIANCE

Below are the conditions that are required to exist in order for the Board of Adjustment to grant a variance request. Describe in detail how the requested variance meets these conditions. (*Attach additional pages if necessary.*)

1. The variance is not contrary to the public interest.

The variance requested is to allow additional height for an on premise sign near the expressway interchange. A 60ft sign already exists at the location. This existing sign would be removed. The new sign would be taller and otherwise adhere to the sign ordinances. This would not impede the public's use of any space or introduce any additional signage in the area.

2. Due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.

The expressway interchange has been improved in recent years. That improvement has increased the height of the roadway considerably. The current ordinance of 60ft works well in other places where overpasses do not exceed 20ft. But in this area a viewable sign would need to be taller to be viewed by the majority of traffic. This would reduce the expected utility of a sign in this area.

3. Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the subject property is located.

This variance would only increase the allowed height of a sign that is already authorized for the district.

4. Such variance will not substantially injure the appropriate use of adjacent conforming property or alter the essential character of the district in which the property is located.

A sign already exists in this location. A 20ft taller sign would not change the ability of any other use of the property or adjacent property. Since the use is the same the character of the district would be unchanged.

5. The plight of the owner of the property is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located.

The plight of the owner is caused by the increased height of the Expressway Roads. The request is not to relax regulations to change the use or make the use more financially feasible. This request is only for the normal expected use of a sign to be at a useful height.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2906826

Billable Pages: 9

Recorded On: April 16, 2018 09:09 AM

Number of Pages: 10

****Examined and Charged as Follows****

Total Recording: \$ 68.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2906826
Receipt No: 20180413000316
Recorded On: April 16, 2018 09:09 AM
Deputy Clerk: Pete Diaz
Station: Mcallen-CC-K22.hccm.com

Record and Return To:

Valley Land Title

MCALLEN TX 78504



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

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.

SPECIAL WARRANTY DEED

(Including a Reservation of Easement Through the Conveyed Property for the Benefit of the Grantor)

Date: April 2, 2018

Grantor: LONE STAR NATIONAL BANK, a National banking association

Grantor's Mailing Address:

520 E. Nolana Ave.
McAllen, Texas 78504
Hidalgo County

Grantee: CITY OF PHARR, a Texas municipal corporation

Grantee's Mailing Address:

118 S. Cage Blvd.
Pharr, Texas 78577
Hidalgo County

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of Lots 1 and 2, LONE STAR NATIONAL BANK SUBDIVISION, an Addition to the City of Pharr, Hidalgo County, Texas, according to the map recorded in Volume 23, Page 72, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

The Bank Sign, defined herein below, is not being conveyed and shall remain personal property of Grantor. The Bank Sign is located on Lot 1, LONE STAR NATIONAL BANK SUBDIVISION, an addition to the City of Pharr, Hidalgo County, Texas, according to the plat of map thereof recorded in Volume 23, Page 72, Map Records Hidalgo County, Texas, and according to Warranty Deeds recorded in Volume 1809, Page 913, and Volume 1922, Page 164, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described below on Exhibit "A".

For Grantor only, a reservation of easements in gross, to accommodate the "Bank Sign", which easements are more particularly described herein below.

Easement Property:

Easement 1 Property also referred to herein as Easement No. 1:

A 0.027 acre tract of land out of Lot 1, LONE STAR NATIONAL BANK SUBDIVISION, Hidalgo County, Texas, according to the plat of map thereof recorded in Volume 23, Page 72, Map Records Hidalgo County, Texas, and according to Warranty Deeds recorded in Volume 1809, Page 913, and Volume 1922, Page 164, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described on Exhibit "A"; and

Easement 2 Property also referred to herein as Easement No. 2:

A 0.073 acre tract of land out of Lot 1, LONE STAR NATIONAL BANK SUBDIVISION, Hidalgo County, Texas, according to the plat of map thereof recorded in Volume 23, Page 72, Map

Records Hidalgo County, Texas, and according to Warranty Deeds recorded in Volume 1809, Page 913, and Volume 1922, Page 164, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described on Exhibit "B".

Easement Purpose:

1. Easement No. 1 is reserved for the maintenance, repair, relocation of, improving, replacing, removing, inspecting, maintaining, operating, utilizing, a freestanding business pylon sign with an electrical face having a support structure that is a solid-appearing base constructed of a permanent material ("Bank Sign"), owned by Grantor (reserved unto Grantor in this Deed), including necessary concrete pad, foundations, footings, and other appliances, facilities, fixtures, equipment, and machinery, support structures, improvements, any and all devices, any and all utility services, power poles, communication devices and connections, in anyway related to or associated with any of the foregoing, including the right to maintain, modify, replace, construct, reconstruct, relocate within the Easement Property, convert to an electronic face in order to display different facets of the Grantor's business and adjust, modify the location and orientation of the Bank Sign as Grantor may deem necessary for the purpose of advertising Grantor's Banking Business, Grantor's advertisements, and any components thereof and any other content with the consent of the Grantee; and
2. Easement No. 2 is reserved for providing free and uninterrupted vehicular, including but not limited to industrial and/or commercial vehicles, the type of which are used to maintain, repair, construct, and install commercial pylon signs, and pedestrian ingress and egress between the S.H. 495 (Ferguson Ave.) lying south of the Easement Property and the Easement Property on which the Bank Sign is located, together with the right to install, replace and maintain utility wires, poles, cables, conduits, and pipes, in addition to all uses incidental with the maintenance and operation of the Bank Sign.

All of the above easements are collectively referred to herein as the "Easements". The Easements include all of the rights and privileges necessary and incidental to the full use and enjoyment of the Easements for the purposes permitted in this Agreement, including but not limited to easements for utilities necessary for the operation of the Bank Sign.

Exceptions to Conveyance and Warranty, to the extent they validly exist:

Statutory easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Minimum floor elevations, setback lines, utility easements and restrictions as shown on the map of Lone Star National Bank Subdivision, recorded in Volume 23, Page 72, Map Records of Hidalgo County, Texas.

Electric transmission line easement in favor of Central Power and Light Company as shown by instrument dated August 2, 1984, recorded in Volume 2050, Page 809, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 11, 1948, by and between S. A. Browning, as Lessor, and T. B. Hoffer, as Lessee, recorded in Volume 79, Page 199, Oil and Gas Records of Hidalgo County, Texas. Said lease now held by Tenneco Oil Company and Continental Oil Company.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated May 25, 1959, by and between Sayles A. Browning and wife, as Lessor, and Harrell Drilling Company, as Lessee, recorded in Volume 232, Page 82, Oil and Gas Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated January 20, 1949, recorded in Volume 661, Page 254, Deed Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys 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 heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

"AS IS CONVEYANCE": SUBJECT TO "SELLER'S WORK" DESCRIBED IN SECTION VI OF THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE DATED JANUARY 4, 2018, BY THE ACCEPTANCE OF THIS DEED AT CLOSING, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

The following terms and conditions apply to the easements:

1. **Character of Easement.** The easement rights herein reserved as to Easement Property 1 are exclusive to Grantor. The easement rights herein reserved as to the Easement Property 2 are non-exclusive. The easement rights herein reserved shall bind and inure to the benefit of the Grantor. Except as may otherwise be expressly set out in this instrument, the easement rights reserved herein are easements "in gross" and are personal to Grantor, for Grantor's sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any other property to use or enter upon the Easement Property. Grantor shall not have the right to lease or otherwise permit the use of the Easement Property by any other person or entity, nor assign any of the rights, privileges, duties or obligations of Grantor hereunder, except as expressly provided herein or with the prior written consent of Grantee, which consent shall not be unreasonably withheld.

2. **Duration of Easement.** The easements herein reserved shall terminate in the event that Grantor abandons or removes the Bank Sign or if Grantor ceases to exist and/or sells or conveys the entity to a third party.

3. **Secondary Easement.** In addition, Grantor shall have the right to use as much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to repair, maintain, construct improvements to and/or replace the Bank Sign. However, Grantor must promptly restore any adjacent property to its previous physical condition if changed by the use of

the rights granted by this secondary easement.

5. **Construction and Maintenance.** As to Easement 1 and the Easement 1 Property, it is expressly recognized and agreed that there is presently located within the property a Bank Sign and the Grantor shall be responsible for the maintenance, operation, repair, construction and/or replacement of the Bank Sign and the area within Tract 1 in order that it be kept at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties. If Grantor should fail to maintain the Property within Tract 1, the other party shall have the right to pay all of the costs for maintenance and seek immediate reimbursement from the Grantor.

As to Easement No. 2 and the Easement 2 Property, it is expressly agreed that all maintenance of the Easement 2 Property will be at the sole expense of the Grantee. The Easement 2 Property shall be maintained in a neat and clean condition and all portions of the driveway shall be kept free of potholes, unsightly cracks or any other condition which will impair the use of the driveway. If Grantee should fail to maintain the Property within Easement 2 Property, the Grantor shall have the right to pay all of the costs for maintenance and seek immediate reimbursement from the Grantee.

6. **Grantee's Rights.** As to the Easement 2 Property, Grantee and Grantee's heirs, successors, and assigns shall not have the right to use the surface of the Property for any other purpose not consistent with the terms of this agreement. Grantee shall not place, construct, install, erect or permit to be placed or constructed within the Easement 2 Property any aboveground temporary or permanent building, barricade or other divider of any kind, structure, including but not limited to storage tanks, billboards, signs, sheds, dumpsters, water impoundments, or alter, or permit any alteration of, the ground elevation, over or within the Easement 2 Property which would discourage or prohibit the free and uninterrupted flow of pedestrian and vehicular traffic, including but not limited to industrial and/or commercial vehicles, the type of which are used to maintain, repair, construct, and install commercial pylon signs, for access to the Bank Sign designated for such purposes. If such structures or other obstructions are installed or constructed within the Easement 2 Property, or excavations or alterations in the ground elevation are made within the Easement 2 Property, in violation of the terms of this paragraph, Grantor shall have the right to remove such structures or obstructions or to restore the ground elevation, and Grantee agrees to pay Grantor the cost incurred by Grantor for such remedial actions.

7. **Equitable Rights of Enforcement.** The Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. **Attorney's Fees.** If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. **Binding Effect.** This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.

10. **Choice of Law.** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county in which the Easement Property is located.

11. **Waiver of Default.** It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. **Further Assurances.** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. Indemnity. Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement, including the failure of either party to contribute its proportionate share of any maintenance costs, by the indemnifying party.

14. Entire Agreement. This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the reservation of the Easements by Grantor. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

15. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. Recitals. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Restrictive Covenants: It is expressly understood and agreed that this conveyance is made, and the Grantee accepts same subject to the following covenants, agreements, conditions, limitations, and restrictions, which it is agreed, except as hereinafter provided, shall be termed and considered as covenants running with the land only during the existence of the easement in gross, to-wit:

1. The construction of any structure that would block or limit the view of the Bank Sign.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records and/or official records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantee and Grantor, as the owner of the Bank Sign and reservation of easements herein, who is affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantee and their successors and Permitted Assigns forever.

The Restrictive Covenants herein may be enforced by proceedings at law or in equity against any person or entity violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by any injunction, either prohibitive or mandatory, to obtain any relief authorized by law. Such enforcement may be by the Owner of the Bank Sign. The legal fees incurred by the party enforcing these Restrictive Covenants shall be paid by the person or entity against whom enforcement is sought should the enforcing party prevail in such action.

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

[SIGNATURE PAGES SHALL FOLLOW]

LONE STAR NATIONAL BANK,
a National banking association

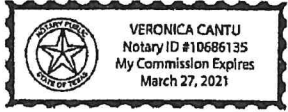
By: [Signature]
S. DAVID DEANDA, JR.
Its: President

STATE OF TEXAS)
COUNTY OF HIDALGO)


Before me, the undersigned authority, on this day personally appeared S. DAVID DEANDA, JR., proved to me through ~~Deanda, Jr.~~ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that S. DAVID DEANDA, JR. executed the same as the President of LONE STAR NATIONAL BANK, a National banking association, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of April, 2018.

[Signature]
Notary Public, State of Texas
Notary Public ID: 10686135



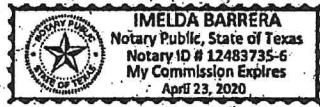
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a Texas municipal corporation

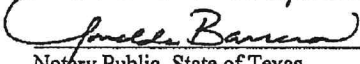
By: 
AMBROSIO HERNANDEZ
Its: Mayor

STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared AMBROSIO HERNANDEZ, proved to me through Imelda Barrera to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that AMBROSIO HERNANDEZ executed the same as the Mayor of CITY OF PHARR, a Texas municipal corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of April, 2018.




Notary Public, State of Texas
Notary Public ID: 12483735-6

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P.C.
6013 N. 10th Street
McAllen, Texas 78504
Tel: (956) 630-6330
Fax: (956) 683-8958
Email: richard@cantulawcompany.com
File/GF No.: 9349-17 / 155308v1tc

AFTER RECORDING RETURN TO:
CITY OF PHARR
Attn.: Dr. Ambrosio Hernandez, Mayor
118 S. Cage Blvd.
Pharr, Texas 78577

Exhibit "A"

A 0.027 OF AN ACRE TRACT OF LAND OUT OF LOT 1, LONE STAR NATIONAL BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED IN VOLUME 1809, PAGE 913, AND VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT AN "X" MARK MADE ON CONCRETE FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID MARK BEARS S 81°12'25" E, 175.00 FEET; N 08°25' E, 18.08 FEET; N 79°45'41" E, 29.87 FEET; AND N 69°27'44" E, 51.87 FEET FROM THE SOUTHWEST CORNER OF LOT 1.

THENCE; N 69°27'44" E, A DISTANCE OF 47.55 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 85°39'51" E, A DISTANCE OF 36.66 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 04°20'09" W, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 85°39'51" W, A DISTANCE OF 79.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.027 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LONE STAR NATIONAL BANK SUBDIVISION, RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS, HIDALGO COUNTY, TEXAS.

Exhibit "B"

A 0.073 OF AN ACRE TRACT OF LAND OUT OF LOT 1, LONE STAR NATIONAL BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED IN VOLUME 1809, PAGE 913, AND VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT AN "X" MARK MADE ON CONCRETE ON THE SOUTH LINE OF LOT 1 AND ON THE NORTH RIGHT OF WAY LINE OF S.H. 495 (FERGUSON AVENUE) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID MARK BEARS S 81°12'25" E, 155.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1.

THENCE; N 08°25' E, 32.30 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 79°45'41" E, A DISTANCE OF 42.42 FEET TO A COTTON PICKER SPINDLE SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 69°27'44" E, A DISTANCE OF 97.62 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THIS TRACT.

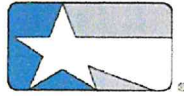
THENCE; S 22°20'37" E, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 69°27'44" W, A DISTANCE OF 99.42 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 79°45'41" W, A DISTANCE OF 29.87 FEET TO A COTTON PICKER SPINDLE SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°25' W, A DISTANCE OF 18.08 FEET TO AN "X" MARK MADE ON CONCRETE ON THE SOUTH LINE OF LOT 1 AND ON THE NORTH RIGHT OF WAY LINE OF S.H. 495 (FERGUSON AVENUE) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°12'25" W, ALONG THE SOUTH LINE OF LOT 1 AND THE NORTH RIGHT OF WAY LINE OF S.H. 495 (FERGUSON AVENUE), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.027 OF AN ACRE OF LAND MORE OR LESS.



Lone Star National Bank

To Board of Adjustments, ATTN: Roland Gomez,

On behalf of Lone Star National Bank (LSNB), I am writing to formally grant permission to Benchmark Outdoor Media LLC to act as our representative in applying for a variance/special exception to the City of Pharr.

LSNB is collaborating with Benchmark Outdoor Media LLC to redesign an outdoor billboard. We fully authorize Benchmark Outdoor Media LLC to secure the necessary approvals in accordance with the purpose and intent of any applicable ordinances. This authorization extends to all actions required to initiate and complete the approval process and to commence work on this project.

Please consider this letter as our official endorsement of Benchmark Outdoor Media LLC's authority to act on our behalf in all matters related to the variance/special exception application for the billboard redesign project.

Should you require any further information or documentation, please do not hesitate to contact me directly.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. David Deanda, Jr.", written in a cursive style.

S. David Deanda, Jr.
President, Lone Star National Bank

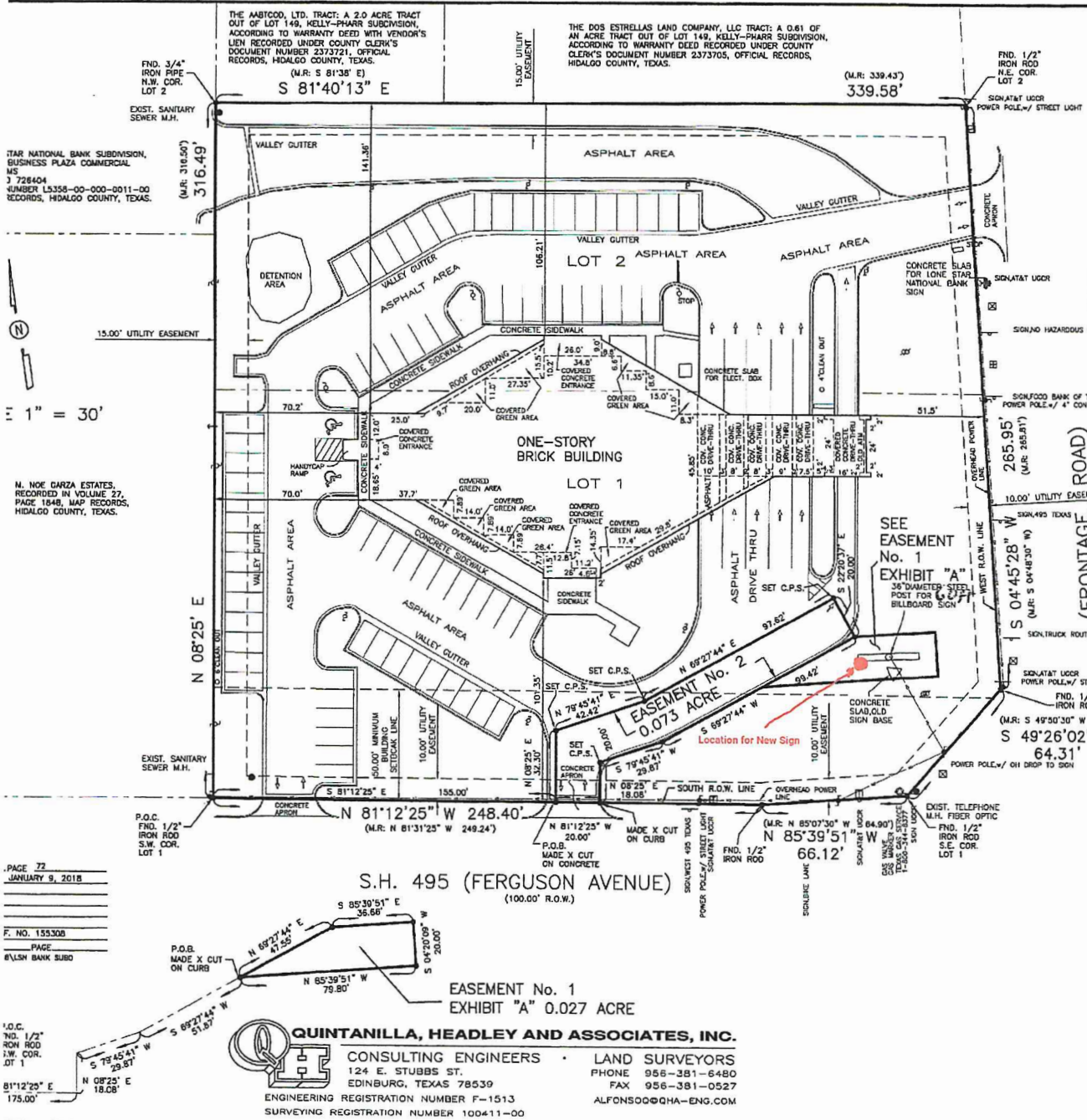
cc: Benchmark Outdoor Media LLC

Narrative for Variance Application

Lone Star National Bank is seeking a variance on the sign height ordinance for the location at the intersection of Ferguson Ave and Expressway 281.

Because of the increased height of the roadway overpasses in this area the current sign is not adequately visible. This is especially noticeable by the traffic traveling from Expressway 83 east bound to Expressway 281 north bound.

The current sign is 60ft tall and we would like to request a variance to increase the height of a replacement sign to 80ft.



PLAT SHOWING

ALL OF LOTS 1 AND 2, LONE STAR NATIONAL BANK SUBDIVISION, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1809, PAGE 913, AND IN VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EASEMENT No. 1 PROPERTY

A 0.027 ACRE TRACT OF LAND OUT OF LOT 1, LONE STAR NATIONAL BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1809, PAGE 913, AND IN VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EASEMENT No. 2 PROPERTY

A 0.073 ACRE TRACT OF LAND OUT OF LOT 1, LONE STAR NATIONAL BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1809, PAGE 913, AND IN VOLUME 1922, PAGE 164, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

U.S. HIGHWAY 281 (I-69C)

LEGEND	
	FIRE HYDRANT
	GUY WIRE
	POWER POLE
	WATER METER
	SIGN
	TEL. PED.
	GAS MARKER
	LAMP POST 2" CONC. BASE
	TRAFFIC CONTROL BOX
	LIGHT POLE
	IRRIGATION CONTROL VALVE
	MANHOLE

NOTE: SUBJECT PROPERTY HAS A SPRINKLER SYSTEM THAT IS NOT SHOWN ON SURVEY.

SCHEDULE B PARAGRAPH 10

10.d ELECTRIC TRANSMISSION LINE EASEMENT IN FAVOR OF CENTRAL POWER AND LIGHT COMPANY, RECORDED IN VOLUME 2050, PAGE 809, DEED RECORDS, HIDALGO COUNTY, TEXAS. (BLANKET)

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER: 485347 0005 C
MAP REVISED: OCTOBER 18, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LONE STAR NATIONAL BANK SUBDIVISION, RECORDED IN VOLUME 23, PAGE 72, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



Alfonso Quintanilla
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

Page 72
JANUARY 9, 2018

F. No. 153300

PLSN BANK SUBD

1/2" IRON ROD N.W. COR. LOT 1

81°12'25" E 175.00'

N 08°25' E 18.08'

S 79°45'41" W 29.87'

S 08°27'44" W 51.87'

N 85°39'51" W 79.80'

S 04°20'09" W 20.00'



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

124 E. STUBBS ST. PHONE 956-381-6480

EDINBURG, TEXAS 78539 FAX 956-381-0527

ALFONSO@QHA-ENG.COM

ENGINEERING REGISTRATION NUMBER F-1513

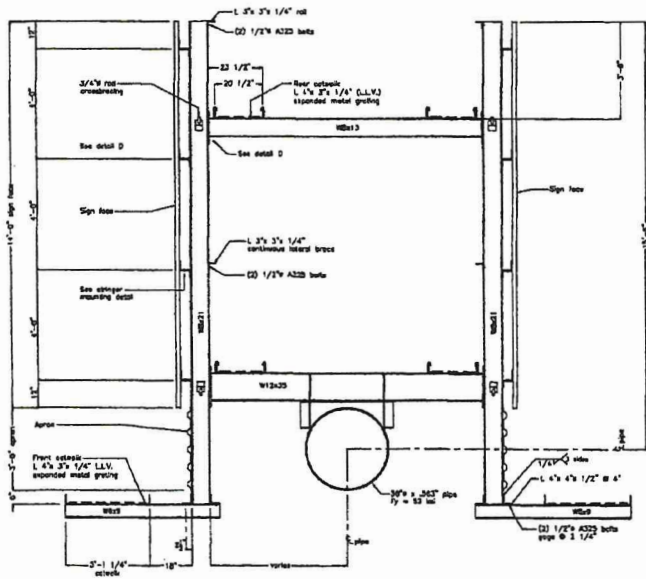
SURVEYING REGISTRATION NUMBER 100411-00

S.H. 495 (FERGUSON AVENUE)
(100.00' R.O.W.)

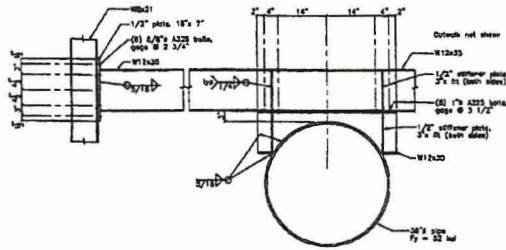
EASEMENT No. 1 EXHIBIT "A" 0.027 ACRE

SEE EASEMENT No. 1 EXHIBIT "A"

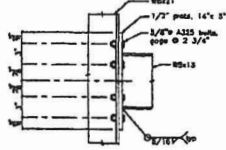
Location for New Sign



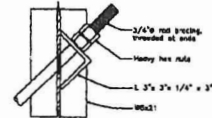
SECTION A-A
FRAME DETAIL



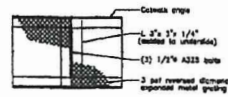
FRAME MOUNTING DETAIL



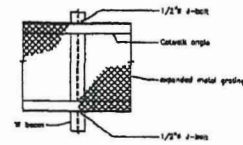
DETAIL D



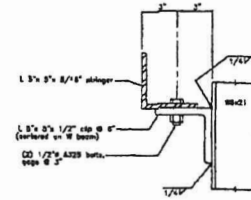
CROSSBRACING DETAIL



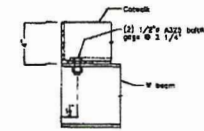
CATWALK SPICE DETAIL



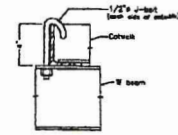
CATWALK DETAIL



STRINGER MOUNTING DETAIL



CATWALK MOUNTING DETAIL
Front catwalk



CATWALK MOUNTING DETAIL
Rear catwalk

NO.	DATE	BY	CHKD.	APP.

ALAMO OUTDOOR SIGNS
1800 GALL STREET
SAN ANTONIO, TX 78205

14'-0" x 48'-0"
MONOPOLY SIGN STRUCTURE
CONCRETE
85'-0" OVERALL HEIGHT
SAN ALBAN, TEXAS

Supplement to Variance Narrative

According to the attached schematic published by TXDoT on the upgrade to the I-69C to I-2 interchange upgrade, the new interchange lanes reach elevations of 145ft and 175ft in the I-69C corridor north of I-2. The lanes also reach elevations over 137ft over Ferguson Ave.

The typical ground elevation in this area is about 105ft. This means that the lanes are currently 32ft above the ground level at Ferguson Ave and 40 and 70ft above ground level in other places.

I am attempting to confirm TXDoT the previous exact elevations of the interchange lanes before the upgrade.

As reference, we can see from the schematic that the previous expressway lanes leveled off at 132ft of elevation at Ferguson Ave. And we can also see that the more standard overpass at Souix Rd is only 25 ft above ground level.

Additional Information:

In the Texas State Transportation Code Sec. 391.038 we can find the regulations on sign height.

Sec. 391.038. SIGN HEIGHT. (a) Except as otherwise provided by this section, a sign may not be higher than 60 feet, excluding a cutout that extends above the rectangular border of the sign, measured:

(1) from the grade level of the centerline of the main-traveled way, not including a frontage road of a controlled access highway, closest to the sign at a point perpendicular to the sign location; or

(2) if the main-traveled way is below grade, from the base of the sign structure.

(a-1) Subsection (a) does not apply to a sign regulated by a municipality certified for local control under an agreement with the department as provided by department rule.

(b) A sign existing on March 1, 2017, that was erected before that date may not be higher than 85 feet, excluding a cutout that extends above the rectangular border of the sign, measured:

(1) from the grade level of the centerline of the main-traveled way, not including a frontage road of a controlled access highway, closest to the sign at a point perpendicular to the sign location; or

(2) if the main-traveled way is below grade, from the base of the sign structure.

(c) A person who holds a permit for a sign existing on March 1, 2017, that was erected before that date may rebuild the sign, provided that the sign is rebuilt at the same location where the sign existed on that date at a height that does not exceed the lesser of:

- (1) the height of the sign on March 1, 2017; or
- (2) 85 feet.

(c-1) Except as provided by Subsection (c-2), before rebuilding a sign under Subsection (c), the person who holds the permit for the sign must obtain a new or amended permit if required by:

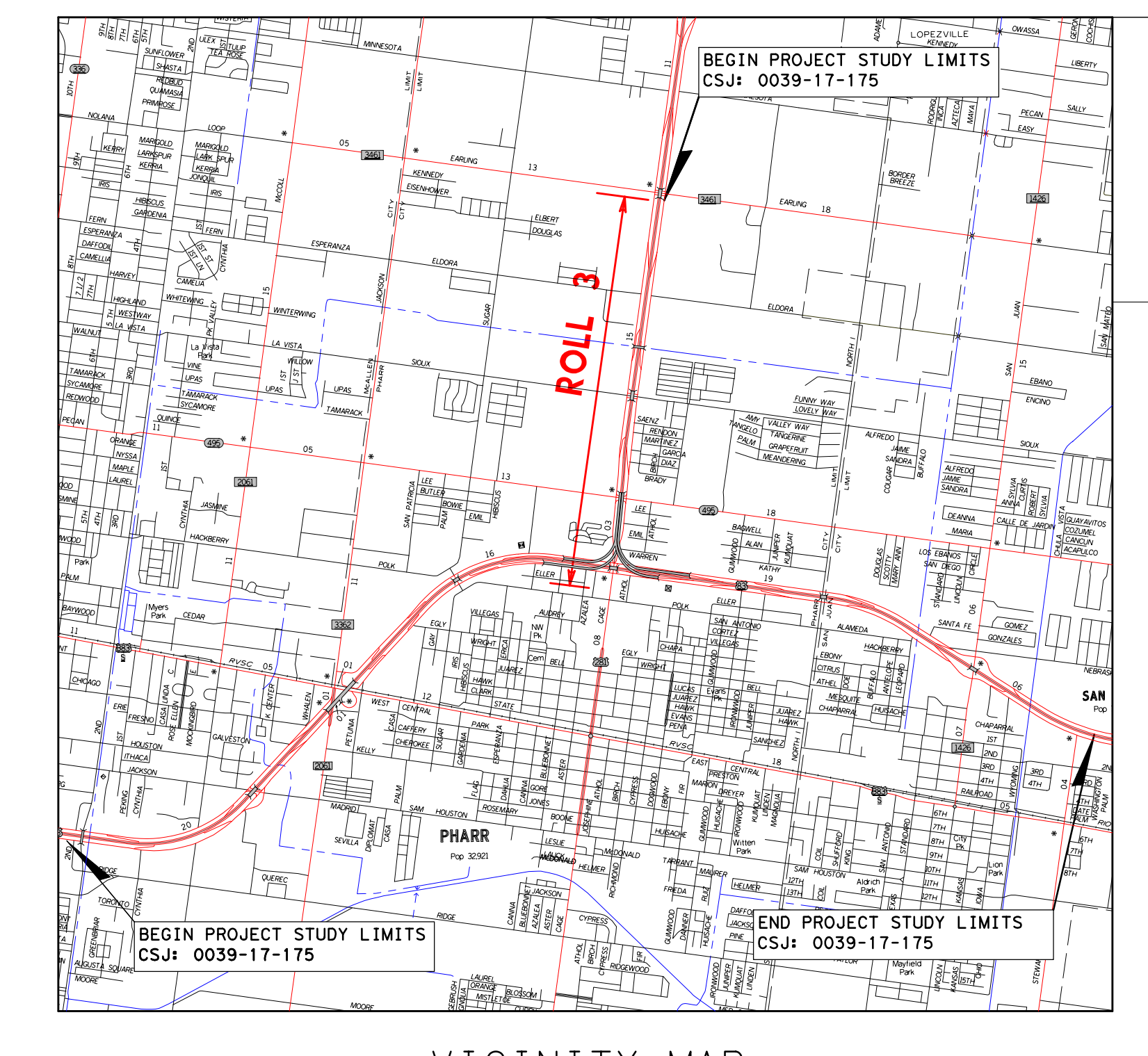
- (1) a provision of this chapter; or
- (2) a rule adopted to implement a provision of this chapter.

(c-2) Subsection (c-1) does not apply to the rebuilding of a sign under Subsection (c) if the person who holds the permit for the sign rebuilds because of damage to the sign caused by:

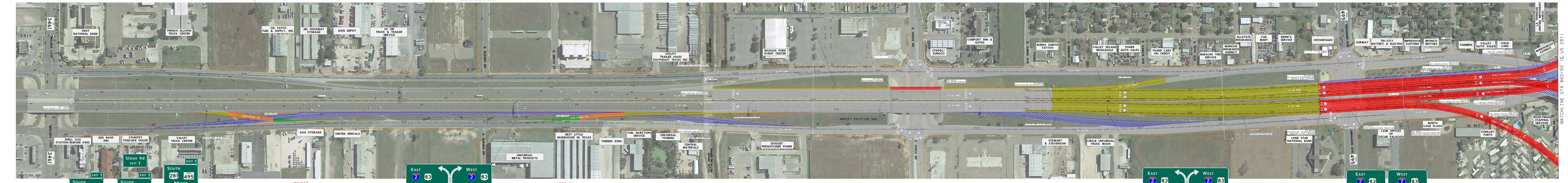
- (1) wind or a natural disaster;
- (2) a motor vehicle collision; or
- (3) an act of God.

We realize that this code regulates Commercial signs (which this proposed sign is not because it is an on-premise sign). And we also realize that the City of Pharr has jurisdiction in this regulating the proposed sign.

We bring this code up because it limits the sign height to 60ft just like the Pharr code and also gives a specific way to decide how this is to be measured. The state's code specifies that the height is to be measured to the height of the road at the sign location. This allows for different elevations of the roadway factor into the regulation of height of the sign.



<p>TEXAS DEPARTMENT OF TRANSPORTATION</p> <p>PRELIMINARY DESIGN SCHEMATIC IH 2 (US 83) AT IH 69C (US 281) INTERCHANGE HIDALGO COUNTY</p> <p>PROJECT NUMBER: 0039-17-175 SHEET NUMBER: 17-175-03 DATE: 6/13/2018 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>Geometric Design</p> <p>These drawings are not intended for construction. They were prepared by an engineer for the purpose of design only.</p> <p>Scale: Vertical: 1" = 10'-0" Horizontal: 1" = 100'-0"</p>										
<p>AVERAGE DAILY TRAFFIC VOLUMES</p> <table border="1"> <tr> <th>Location</th> <th>ADTV</th> </tr> <tr> <td>US 83 (Eastbound)</td> <td>12,000</td> </tr> <tr> <td>US 83 (Westbound)</td> <td>10,000</td> </tr> <tr> <td>US 281 (Northbound)</td> <td>8,000</td> </tr> <tr> <td>US 281 (Southbound)</td> <td>6,000</td> </tr> </table>	Location	ADTV	US 83 (Eastbound)	12,000	US 83 (Westbound)	10,000	US 281 (Northbound)	8,000	US 281 (Southbound)	6,000	<p>PROFILE LEGEND</p> <ul style="list-style-type: none"> Proposed Interstate Proposed State Road Proposed Local Road Proposed Right-of-Way Proposed Right-of-Way Proposed Right-of-Way
Location	ADTV										
US 83 (Eastbound)	12,000										
US 83 (Westbound)	10,000										
US 281 (Northbound)	8,000										
US 281 (Southbound)	6,000										
<p>LINE AND SYMBOL LEGEND</p> <ul style="list-style-type: none"> Proposed Interstate Proposed State Road Proposed Local Road Proposed Right-of-Way Proposed Right-of-Way Proposed Right-of-Way 	<p>COLOR LEGEND</p> <ul style="list-style-type: none"> Proposed Interstate Proposed State Road Proposed Local Road Proposed Right-of-Way Proposed Right-of-Way Proposed Right-of-Way 										

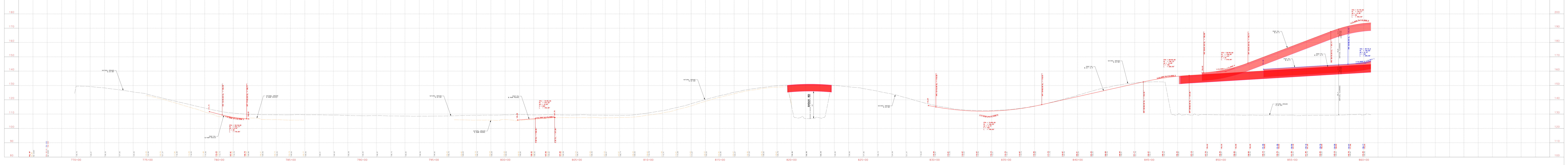


RSYS10

Station	Station	Station	Station
770+00	775+00	780+00	785+00
790+00	795+00	800+00	805+00
810+00	815+00	820+00	825+00
830+00	835+00	840+00	845+00
850+00	855+00	860+00	

RSENOL

Station	Station	Station	Station
800+00	805+00	810+00	815+00
820+00	825+00	830+00	835+00
840+00	845+00	850+00	855+00
860+00			



DRAFT
 95% Submittal
 Subject to Change

DRAFT
 95% Submittal
 Subject to Change

DC 1

Station	Station	Station	Station
770+00	775+00	780+00	785+00
790+00	795+00	800+00	805+00
810+00	815+00	820+00	825+00
830+00	835+00	840+00	845+00
850+00	855+00	860+00	

DC 2

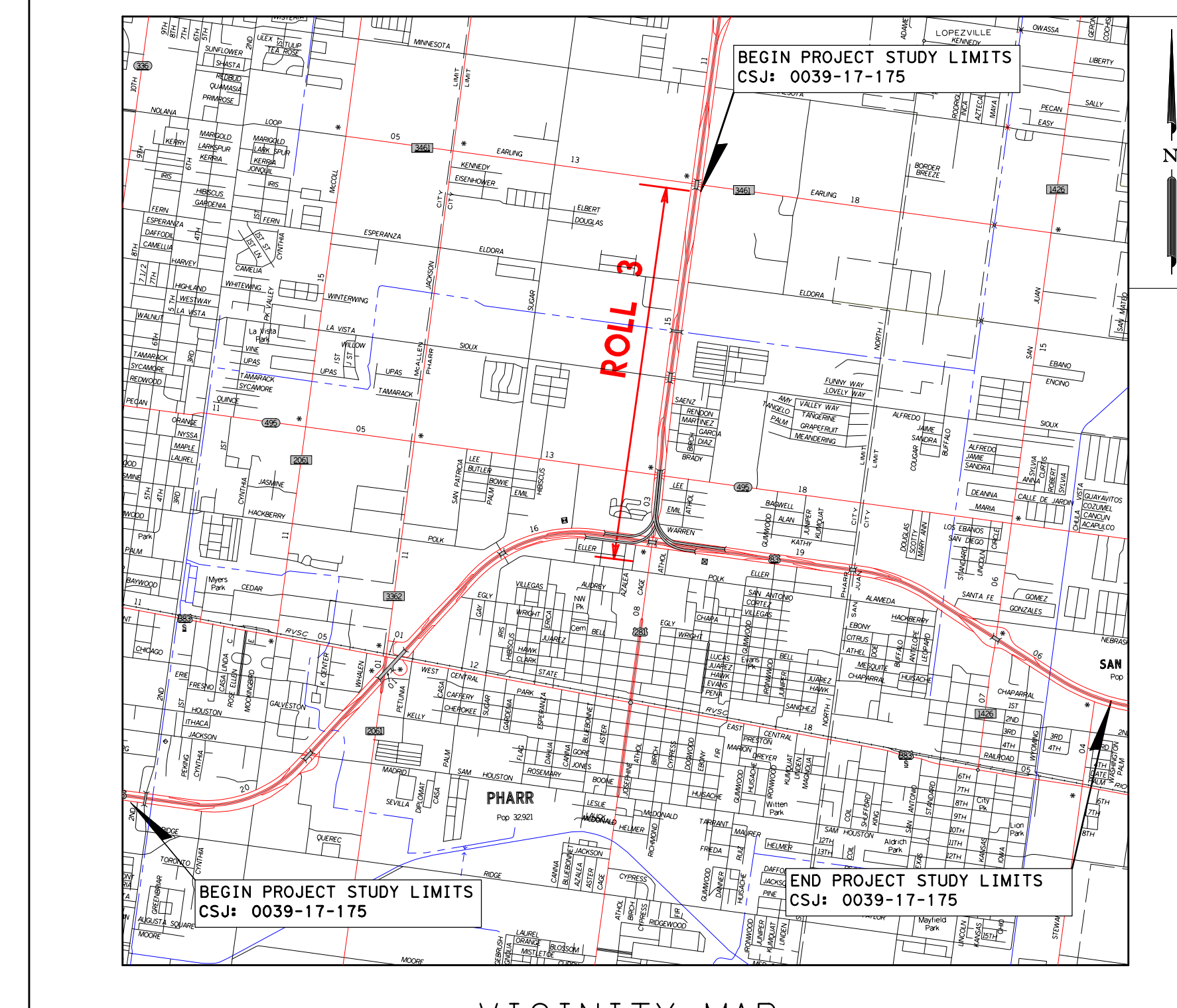
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820+00	825+00	830+00	835+00
840+00	845+00	850+00	855+00
860+00			

DC 3

Station	Station	Station	Station
800+00	805+00	810+00	815+00
820+00	825+00	830+00	835+00
840+00	845+00	850+00	855+00
860+00			

DC 4

Station	Station	Station	Station
800+00	805+00	810+00	815+00
820+00	825+00	830+00	835+00
840+00	845+00	850+00	855+00
860+00			



<p>TEXAS DEPARTMENT OF TRANSPORTATION</p> <p>PRELIMINARY DESIGN SCHEMATIC IH 2 (US 83) AT IH 69C (US 281) INTERCHANGE HIDALGO COUNTY</p> <p>PROJECT NUMBER: 0039-17-175 SHEET NUMBER: 17-175-03 DATE: 6/13/2018 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>Geometric Design</p> <p>These drawings are not intended for construction. They were prepared by an engineer for the purpose of design only.</p> <p>Scale: Vertical: 1" = 10'-0" Horizontal: 1" = 100'-0"</p>										
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Pharr
Development Services



Site Photo

100 West Ferguson Avenue

