

1128
ORDINANCE NO. 2014-~~1028~~

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS SETTING RATES FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES; REPEALING ALL PRIOR RELATED ORDINANCES; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 364.034 of the Texas Health and Safety Code provide the City with the authority to designate a franchisee for the provision of Solid Waste Service; and

WHEREAS, in the interests of Customer Service, Fiscal Responsibility and Environmental consciousness, the City Council of the City of Fulshear wishes to enhance recycling efforts by providing curbside recycling service; AND

WHEREAS, the City has contracted with Royal Disposal for Residential Solid Waste Collection and Recycling services; AND

WHEREAS, the City Council of the City of Fulshear, Texas deems it in the best financial interest of the City to review and revise the fees and rates for such services from time to time.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to set Solid Waste Collection and Recycling Rates.

SECTION 2.0

ADOPTED: The following rates shall be applied to the various services provided by the solid waste contractor:

- (a) For Residential Customers: The City's contracted solid waste service provider shall provide solid waste collection and curbside recycling service to all residential customers within the City Limits. The fee collected for such services provided to Residential customers shall be \$18.00 plus tax per account, per month. Further, the provisions for billing, collection and termination of such accounts shall be the same as adopted under Ordinance No. 2013-1127.
- (b) For Commercial Customers the following rates shall apply depending on the level of service:

Container Size	# of Collections per Week	Monthly Rate
Small Business 95 Gallon Cart (2)	1	\$ 25.00
2 Yard Dumpster	1	\$48.00
2 Yard Dumpster	2	\$79.00
3 Yard Dumpster	1	\$59.50
3 Yard Dumpster	2	\$85.50
4 Yard Dumpster	1	\$70.00
4 Yard Dumpster	2	\$105.00
6 Yard Dumpster	1	\$87.00
6 Yard Dumpster	2	\$135.00
8 Yard Dumpster	1	\$100.00
8 Yard Dumpster	2	\$147.00
10 Yard Dumpster	1	\$124.00
10 Yard Dumpster	2	\$164.00

Further, the provisions for billing, collection and termination of such accounts shall be the same as adopted under Ordinance No. 2013-1127.

SECTION 3.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 4.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day of February, 2014.

SECTION 6.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

2-18-2014
Date of Execution

ORDINANCE NO. 2014-1129

AN ORDINANCE OF THE CITY OF FULSHEAR PROVIDING FOR THE HOLDING OF A GENERAL ELECTION ON MAY 10, 2014, FOR THE PURPOSE OF ELECTING MAYOR AND (3) ALDERMEN; TO PROVIDE FOR APPOINTMENT OF A NEW EARLY VOTING CLERK, THE POLLING PLACE FOR EARLY VOTING, THE TIME FOR EARLY VOTING, AND THE DATES FOR EARLY VOTING; AUTHORIZING THE MAYOR OR THE CITY SECRETARY TO EXECUTE AND ATTEST, RESPECTIVELY, TO THE CONTRACT BETWEEN THE CITY AND FORT BEND COUNTY FOR THE CONDUCTION OF A JOINT ELECTION.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. That the Mayor of the City of Fulshear, Texas, with the concurrence of the City Council, pursuant to Texas Election Code, Sec. 3.004, does hereby call an election for the City of Fulshear, to be held on **Saturday, the 10th day of May, 2014**, for the purpose of electing city officials of the City of Fulshear, to-wit, Mayor, and three (3) Alderman.

Section 2. All applications for a place on the ballot must be filed with the City Secretary of the City of Fulshear no later than 5:00 p.m. on the 28th day of February, 2014, in compliance with Texas Election Code, Section 143.007. The City Council finds that the election herein ordered has been ordered not later than the 78th day before the election in accordance with Texas Election Code, Sec. 3.005.

Section 3. That the Mayor or the City Secretary of the City of Fulshear are hereby authorized to execute or issue, for and on behalf of the City, such orders, documents and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the election herein ordained.

Section 4. The present boundaries of the City constituting one election precinct, the polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the election at said polling place:

POLLING PLACE

Irene Stern Community Center

6920 Katy Fulshear Road

Fulshear, Texas 77441

ELECTION OFFICERS

as appointed by the County Commissioners of
Fort Bend County, Texas

The City Secretary is hereby authorized and directed to provide a copy of this Ordinance to each judge as written notice of the appointment, as required by Section 32.009 of the Texas Election Code.

The presiding judge shall appoint no more than one (1) clerk to assist in the holding of said election. Said election officers shall also serve as the early voting ballot board for such election; and the Presiding Judge of the election precinct shall also serve as the presiding officer of such board. Personnel working in support of the Early Voting Ballot or central counting station on election night will be compensated at the rate set by Fort Bend County.

Section 5. Early voting and voting on Election Day shall be performed on the eSlate polling place voting system and the non digital ballot imaging system from Hart InterCivic, Inc., in accordance with the Texas Election Code. All expenditures necessary

for the conduct of the election, purchase of materials, and the employment of all election officials are hereby authorized in accordance with the Texas Election Code.

Section 6. Ms. Robin Heiman, Fort Bend County Assistant Election Administrator, is hereby appointed clerk for early voting; the appointment of a deputy clerk or clerks for such voting by the City Secretary shall be in accordance with Sections 83.031 et seq. of the Texas Election Code.

Said clerks shall keep said office open for at least four (4) hours, that is, from nine o'clock (9:00) a.m. until one o'clock (1:00) p.m., on each day for early voting which is not a Sunday, or an official state holiday, beginning on the twelfth (12th) day (April 28, 2014) and continuing through the fourth (4th) day (May 6, 2014) preceding the date of said election. In addition to the foregoing hours, early voting will be open at the location herein designated from 7:00 a.m. until 7:00 p.m. on Monday, May 5, and Tuesday, May 6, 2014. Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote by personal appearance at any time when such office is not open to the public. The clerk's mailing address to which ballot applications and ballots voted by mail may be sent is Fort Bend County Elections Administrator, 4520 Reading Road, Rosenberg, Texas 77471. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State. The City Secretary or the Fort Bend County Elections Administrator shall receive applications

by mail for a ballot to be voted by mail from March 11, 2014 until the close of business on May 2, 2014.

Section 7. In full compliance with the Texas Election Code, Sec. 4.003, the Mayor of the City shall have authority and is required to give notice of this election; and notice may be properly given in one of the following ways:

- a. By publishing the notice at least once, not earlier than the 30th day or later than the 10th day before the election, in a newspaper of general circulation or the official newspaper of the City; or
- b. By posting, not later than 21 days before the election, a copy of the notice at a public place in each election precinct that is in the City of Fulshear; or
- c. By mailing, not later than the 10th day before the election, a copy of the notice to each registered voter of the City.

In addition to the notice as herein previously provided, not later than the 21st day before the election, the Mayor of the City shall post a copy of the notice of the election on the bulletin board used for posting notices of the meetings of the governing body of the City. The notice as herein required shall provide a statement as to the nature and date of the election, the location of each polling place and the hours the polls will be open, and shall be signed by the Mayor. An appropriate record of the notice requirements shall be maintained in accordance with Texas Election Code, Sec. 4.005.

Section 8. That pursuant to the provisions of Chapter 87 of the Texas Election Code, an Early Voting Ballot Board is created, which shall consist of a presiding judge and clerks as appointed by the contracting officer of the county. The Early Voting Ballot Board shall perform such functions and shall have such duties as are provided for by the Texas Election Code. In addition, the counting station for all ballots cast in such election

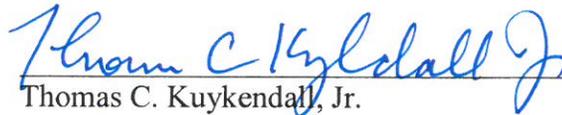
shall be operated by John Oldham, Elections Administrator of Fort Bend County, Texas, (the Contracting Officer,) and such clerks as shall be necessary to count the ballots and to prepare the election returns in accordance with the provisions of Chapter 65 of the Texas Election Code.

Section 9. That the City Council of the City, as the canvassing authority of this election, pursuant to the provisions of the Texas Election Code, Sec. 67.003, does hereby call a special meeting to be held on the 20th day of May 2014, at 7:00 o'clock p.m. in the City Council Chamber of the City, for the purposes of canvassing the returns of the election, said meeting to occur not earlier than the eighth day nor later than the 11th day after the election, at which time the City Secretary shall deliver the sealed precinct returns to the City Council. In public session, the City Council shall open the returns for each precinct and canvass the same by preparing a tabulation for each candidate and a tabulation for and against each measure, indicating the total number of votes received in each precinct and the total for all precincts; and a tabulation, as a separate document or as a part of the local election register, shall be made; and the returns shall be compared with the correspondent tally list, and in the event a discrepancy is discovered between the vote totals shown on the returns and those shown on the tally list for a precinct, the presiding judge of the precinct shall examine the returns and the tally list and make necessary corrections on the returns. At the completion of the canvass, the Mayor shall deliver the precinct returns and tally lists used in the canvass to the City Secretary; and the City Secretary shall preserve them for a period in accordance with law.

Section 10. City Council hereby authorizes and ratifies all actions taken by the City Secretary, Diana Gordon Offord, and the Mayor, Thomas C. Kuykendall, Jr., related to the occurrence of this election, including but not limited to the execution of the contract with Fort Bend County, Texas, for the conduct of a joint election between the City of Fulshear and Fort Bend County, Texas.

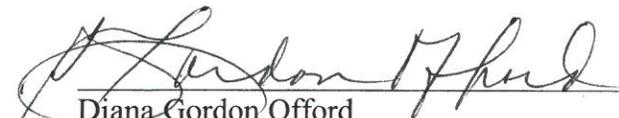
Section 11. Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

PASSED, APPROVED, AND ADOPTED the 18th day of February, 2014.



Thomas C. Kuykendall, Jr.
Mayor

ATTEST:



Diana Gordon Offord
City Secretary

ORDINANCE NO. 2014-1130

AN ORDINANCE AMENDING ORDINANCE NO. 2013-1127, SECTION 2.0, PARAGRAPH (B) INCLUDING THE TERM "COMMERCIAL"; ADDING PARAGRAPH (D) TO SECTION 3.0 CLARIFYING DELINQUENCIES FOR SOLID WASTE ACCOUNTS; ADDING PARAGRAPH (D) TO SECTION 8.0 CLARIFYING DEFERRED PAYMENT OPTION TIMELINES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City adopted Ordinance No. 2013-1127 to clarify and codify the procedures for billing, payment and other pertinent issues related to the provision of Water, Wastewater and Solid Waste Services; and

WHEREAS, the City wishes to amend the Ordinance to clarify its regulations.

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

SECTION 1.0

AMENDED: The Sections below are hereby amended to read as follows:

1) Section 2.0, Paragraph (b) of Ordinance No. 2013-1127 is hereby amended to read:

“(b) All bills for service are due when rendered. On residential and commercial accounts, if payment in full is not received by the City by the due date printed on the bill, a ten percent late charge up to maximum \$100.00 will be added to the bill. The due date for addition of the penalty may vary from 21 to 23 days. Upon a customer's request and for good cause shown, the city may waive the late charge one time in a 24-month period.”

SECTION 2.0

ADDED: The Sections below are hereby added to read as follows:

1) Section 3.0, Paragraph (d) of Ordinance No. 2013-1127 is hereby added to read:

“(d) All bills for service are due when rendered. On residential and commercial accounts, if payment in full is not received by the City by the due date printed on the bill, a ten percent late charge up to maximum \$100.00 will be added to the bill. The due date for addition of the penalty may vary from 21 to 23 days. Upon a customer's request and for good cause shown, the city may waive the late charge one time in a 24-month period.”

2) Section 8.0, Paragraph (d) of Ordinance No. 2013-1127 is hereby added to read:

“(d) In no case shall a deferred payment arrangement exceed a maximum repayment period of 120 days from the date such deferred plan is signed. Further, in order to participate in said agreement the account holder shall ensure that all current balances are paid in a timely manner in addition to prior past due balances.”

SECTION 3.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 4.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

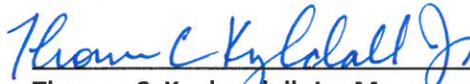
SECTION 5.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day following the adoption of the Ordinance by City Council.

SECTION 6.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF FEBRUARY, 2014.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1131

AN ORDINANCE AMENDING ORDINANCE NO. 2014-1128, SECTION 2.0, PARAGRAPH (A) CLARIFYING RATES FOR SOLID WASTE ACCOUNTS TO DEFINE OPTIONAL RECYCLING SERVICE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City adopted Ordinance No. 2014-1128 to clarify the rates charged for Solid Waste Services; and

WHEREAS, the City has received feedback from the public and wishes to amend the Ordinance to clarify its regulations and make the financial impact more equitable.

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

SECTION 1.0

AMENDED: Section 2.0, Paragraph (a) of Ordinance No. 2014-1128 is hereby amended to read:

- “(a) For Residential Customers:
- i. The City’s contracted solid waste service provider shall provide solid waste collection to all residential customers within the City Limits. The fee collected for such services provided to Residential customers shall be \$14.71 plus tax per account, per month.
 - ii. Additionally, the City’s contracted solid waste provider shall provide curbside recycling services to those residents wishing to participate in such service. The total fee for such service shall be an additional \$3.29 plus tax, per account, per month.
 - iii. Customers wishing to opt out of the recycling service must do so in writing, via email, mail or hand delivery to the City’s billing agent.
 - iv. New accounts created after the adoption of this Ordinance will be made aware of the optional recycling services upon initiation of their account and can opt out at that time.
 - v. Account holders who previously opted out of such recycling services shall have the right to opt in at a later date by notifying the City’s billing agent in writing of their desire to participate. Any account holder that has opted out in writing and subsequently utilizes the service as reported by the service provider shall be billed for such services.
 - vi. Further, the provisions for billing, collection and termination of such accounts shall be the same as adopted under Ordinance No. 2013-1127, as amended. ”

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day of March, 2014.

SECTION 5.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF FEBRUARY, 2014.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1132

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NO. 2013-1110 AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2013-2014, BY APPROVING "BUDGET AMENDMENT I" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2013-2014"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 2013-1110, the City Council of the City of Fulshear, Texas, adopted its "Original General Budget for Fiscal Year 2013-2014"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2013-2014; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, STATE OF TEXAS:

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt an amendment to the City of Fulshear's 2013-2014 Budget.

SECTION 2.0

AMENDED: The "Original General Budget of the City of Fulshear, Texas, for the Fiscal Year 2013-2014," adopted under Ordinance No. 2013-1110 is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Fulshear Texas, for the Fiscal year 2013-2014" attached hereto. Said Budget Amendment I shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 3.0

AUTHORIZED EXPENDITURE: That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

SECTION 4.0

NON-REPEALER: That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. 2013-1110 shall remain in full force and effect.

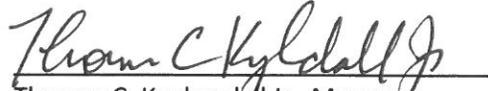
SECTION 5.0

SEVERABILITY: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect

the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 6.0

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ft. Bend County as required by Chapter 102 of the Texas Local Government Code.


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

Date: February 18, 2014

ORDINANCE NO. 2014-1134

**AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING
ORDINANCE NO. 07-961-10; PROVIDING FOR SEVERABILITY;
PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE
DATE.**

* * * * *

WHEREAS, on October 16, 2007, the City of Fulshear, Texas adopted Ordinance No. 07-961-10 pursuant to the National Flood Insurance Program regulations then existing; and

WHEREAS, since the adoption of Ordinance No. 07-961-10, the National Flood Insurance Program regulations have changed; and

WHEREAS, the City of Fulshear, Texas desires to amend Ordinance No. 07-961-10 to satisfy the current National Flood Insurance Program regulations;

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

Section 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. That Ordinance No. 07-961-10, Article 3, Section B is hereby amended to read as follows:

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM), Community Number, 481488 dated April 2, 2014, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance."

Section 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. Repeal. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

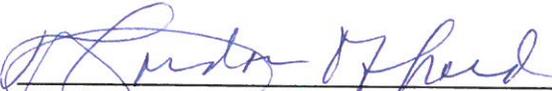
Section 5. Effective date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED this, the 18th day of MARCH, 2014.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1135

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, APPROVING AND ADOPTING THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fulshear, Texas ("City") determined that the City's existing Comprehensive Plan Map ("Old Plan") was in need of updating; and

WHEREAS, the new Comprehensive Plan adopted under this Ordinance shall be known and cited for all purposes as the "Comprehensive Plan"; and

WHEREAS, a copy of the Comprehensive Plan is on file in the office of the City Secretary; and

WHEREAS, the Comprehensive Plan is comprised of the documents attached to this ordinance as Exhibit A and incorporated for all purposes as if fully set forth herein, including without limitation all exhibits and appendices to the Comprehensive Plan, all of which constitute an integral part of said Comprehensive Plan; and

WHEREAS, the Comprehensive Plan has—with the input of the public been drafted and reviewed by City staff, the Planning and Zoning Commission ("P&Z"), and the City Council of the City of Fulshear, Texas ("City Council"); and

WHEREAS, the required public hearing has been held, during which the public was given the opportunity to give testimony and present written evidence regarding said Comprehensive Plan, all in compliance with applicable state law; and

WHEREAS, the Comprehensive Plan has been presented to the City Council for review and adoption; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City to approve and adopt the Comprehensive Plan, said Comprehensive Plan being in furtherance of the public health, safety and welfare;

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

Section 1. Recitals Incorporated.

The above recitals are deemed to be the findings and determinations made by the City Council and are incorporated here as if set forth in full for all purposes.

Section 2. Adoption of Comprehensive Plan.

The City Council hereby adopts the Comprehensive Plan in its entirety, intending that said Comprehensive Plan shall amend, supersede, and replace the City's existing Comprehensive Plan Map, and any related documents, adopted February 19, 2003, in Ordinance 03-893, as amended. The City Council further grants the City Administrator

full authority to correct all non-substantive clerical or typographical errors in the Comprehensive Plan, and make other necessary formatting, heading and numbering changes, provided that such corrections and changes do not change the meaning or effect of the Comprehensive Plan.

Section 3. Purpose and Application.

As set forth in more detail in the Comprehensive Plan, the Comprehensive plan shall serve as a guideline for the City's adoption of, or amendment(s) to the City's various development regulations. To the extent required by state law, zoning regulations and amendments thereto shall hereafter be adopted in accordance with the Comprehensive Plan, and any zoning regulation(s) or part thereof that may deviate in any way from or add to the Comprehensive Plan shall be deemed to automatically amend the Comprehensive Plan, whether or not reference be made to the Comprehensive Plan in the ordinance adopting or amending such zoning regulation(s). With respect to any such zoning regulation that automatically amends the Comprehensive Plan, any requirement under state law that a comprehensive plan be amended after public hearing and after review by the P&Z shall be deemed to have been satisfied by the public hearing(s) and P&Z review-and-recommendation procedures set forth in the City's zoning regulations, as amended, in accordance with Chapter 211 of the Texas Local Government Code, as amended. The Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

Section 4. Savings, Severability and Repealing Clauses.

All ordinances of the City in conflict with the provisions of this Ordinance are repealed to the extent of that conflict, except that this ordinance by itself shall not affect any change to any existing zoning districts, zoning classifications, or other zoning regulations or designations of current zoning. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 5. Effective Date.

This Ordinance shall be effective upon passage.

PASSED, APPROVED, and ADOPTED on this the 6th day of May, 2014.



Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1136

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ESTABLISHING A “NO PARKING – TOW AWAY ZONE” ON A CERTAIN PORTION OF FLEWELLEN OAKS LANE WITHIN THE CITY; PROVIDING PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, The City Council of the City of Fulshear, Texas, has determined that vehicles parking within the Right of Way on western side of Flewellen Oaks Lane poses a danger to the public by inhibiting the flow of traffic thereby affecting the safety and welfare of the traveling public, pedestrians, consumers, and property owners on such street; and

WHEREAS, the City Council deems it necessary and advisable to establish upon such street “No Parking – Tow Away Zone” signs;

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

Section 1. The facts and recitations contained in the preamble of this Ordinance are found to be true and correct and incorporated herein for all purposes.

Section 2. It shall be unlawful for any person, having registered in his or her name or owning or operating or having charge of any vehicle, to allow or permit the vehicle to be stopped, standing, or parked upon the Right of Way, where signs prohibit such activity, on the following street:

The west side of Flewellen Oaks Lane from its intersection with Fry Road for a distance of three thousand, three hundred and ten feet (3,310 feet) to its intersection with Flewellen Way.

Section 3. When any person is charged with violating this Ordinance, then proof that the vehicle was owned by the person charged with the offense on the date of the alleged offense shall constitute prima facie evidence that the vehicle was stopped, standing, or parked by the owner, but the owner shall have the right to introduce evidence to show that such vehicle was not stopped, standing, or parked by him or her as charged in the complaint.

Section 4. The City Council directs the Police Chief to have installed official traffic control devices giving notice of such “No Parking - Tow Away Zone” signs. The Police Chief is charged with determining the location for the placement of signs within the parameters set forth in Section 2 above.

Section 5. *Penalty for Violation – Fine.* Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 6. *Penalty for Violation – Towing.* Vehicles illegally stopped, standing, or parked in violation of this Ordinance may be removed and impounded in the manner provided under Chapter 2308 of the Texas Occupations Code. The City of Fulshear, Texas, or its officers, agents, employees, or representatives shall not be responsible for any damage to any vehicle(s) removed and impounded.

Section 7. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the

same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. *Effective Date.* This Ordinance shall be effective when published as required by law and when signs are erected.

PASSED, APPROVED, and ADOPTED on this 15th day of April, 2014.


Thomas C. Kuykendall, Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1137

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, GRANTING A SPECIAL USE PERMIT TO THE APPLICANT JEFF ROBERTS APPLICABLE TO THE PROPERTY LOCATED AT 30634 FRONT STREET, IN THE CITY OF FULSHEAR, TEXAS, FOR THE CHANGE OF USE OF THE STRUCTURE FROM RESIDENTIAL USE TO COMMERCIAL OCCUPANCY USE FOR THE PURPOSES OF A HAIR SALON; MAKING CERTAIN FINDINGS OF FACT RELATED THERETO; IMPOSING CERTAIN CONDITIONS, RESTRICTIONS AND QUALIFICATIONS RELATED THERETO, PROVIDING FOR A TIME LIMIT; PROVIDING FOR REVOCATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the issuance of a Special Use Permit is allowed when the integration of a particular use within the city, where not otherwise permitted, is suitable in a special location under certain conditions; and

WHEREAS, Jeff Roberts (“Applicant”), submitted an application for a Special Use Permit to allow for the change in use of the property located at 30634 Front Street, Fulshear, Texas, (“Property”) from residential to a hair salon; and

WHEREAS, the Zoning Commission convened on April 4, 2014, in a properly noticed public meeting wherein the Applicant appeared on its own behalf and presented its request for a Special Use Permit to the Zoning Commission; and

WHEREAS, the Zoning Commission considered the Applicant’s request for a Special Use Permit and approved its preliminary report and recommendations to the City Council regarding the Applicant’s requested Special Use Permit; and

WHEREAS, the City Council convened in a properly noticed public meeting on April 15, 2014, wherein the Zoning Commission presented its preliminary report and recommendation to City Council regarding the issuance of the Special Use Permit, wherein the Applicant presented its

request for a Special Use Permit, wherein the Zoning Commission and City Council held a public hearing to receive and consider public comments regarding the issuance of a Special Use Permit, and wherein the Zoning Commission presented its final report and recommendations to City Council regarding the issuance of the Special Use Permit.

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

Section 1. The facts and recitations found in the preamble of this Ordinance are found to be true and correct and incorporated herein for all purposes.

Section 2. The City Council finds that granting the Special Use Permit to Jeff Roberts to be appropriate and not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.

Section 3. The City Council also recognizes the underlying intent for creating the Downtown District in accordance with the Comprehensive Plan and, as a result thereof, may find it necessary to impose certain conditions and restrictions associated with the granting of this Special Use Permit as may be provided herein.

Section 4. The City Council hereby grants the Special Use Permit requested by the Applicant and, in doing so, hereby amends the zoning code and the Official Zoning Map of the City of Fulshear applicable to the Property to allow for the change in use from Residential to Commercial.

Section 5. Time Limit. The Special Use Permit granted herein shall be valid so long as the use and occupancy of the property continues in a manner that is materially consistent with its

general operation as a hair salon.

Section 6. Revocation. The Special Use Permit granted herein may be revoked or modified, after notice and a hearing, for any of the following reasons:

- a. The Special Use Permit was obtained or extended by misrepresentation, fraud or deception; or
- b. If one or more of the conditions, qualifications and restrictions imposed by this Ordinance have not been met or have been violated.
- c. The use granted herein is abandoned or ceases to operate on the Property for a period of sixty (60) consecutive days.

Section 7. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. Effective Date. This ordinance and the Special Use Permit granted therein shall be effective upon approval and after publication as provided by law.

PASSED, APPROVED AND ADOPTED this the 15th day of April, 2014.



Thomas C. Kuykendall, Jr., Mayor

City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE 2014-1138

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FULSHEAR, TEXAS, ADOPTED IN THE CITY OF FULSHEAR, TEXAS ZONING CODE, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 262.6276 ACRES OF LAND OUT OF THE RANDON & PENNINGTON LEAGUE, A-75, IN FORT BEND COUNTY, TEXAS, AS FULSHEAR RUN AND FULSHEAR VILLAGE PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Fulshear, Texas, has recently received an application to rezone 262.6276 acres of land out of the Randon & Pennington League in Fulshear, Fort Bend County, Texas, being more fully described in Exhibit "A" (the "Property,") attached hereto and incorporated herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the rezoning of the Property on the 4th day of April, 2014, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be rezoned as Fulshear Run and Fulshear Village Planned Unit Development (PUD); and

WHEREAS, on the 15th day of April, 2014, after proper notification, the City Council held a public hearing on the proposed rezoning; and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community; and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, Sections 1-227 and 1-278, City of Fulshear Zoning Code, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. That the City Council has hereby determined the Fulshear Run and Fulshear Village Planned Unit Development (PUD) meets the following goals and objectives:

- (1) The development in Fulshear Run and Fulshear Village PUD is equal to or superior to development that would occur under the standard ordinance requirements.

- (2) Fulshear Run and Fulshear Village PUD is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) Fulshear Run and Fulshear Village PUD does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) Fulshear Run and Fulshear Village PUD will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) Fulshear Run and Fulshear Village PUD will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

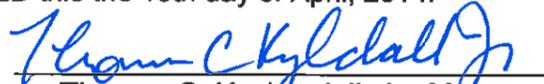
Section 3. The Official Zoning Map of the City of Fulshear, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A," attached hereto and incorporated herein shall be, and is hereafter designated as, Fulshear Run and Fulshear Village PUD, and that the previously entered into Development Agreement for Fulshear Run and Fulshear Village PUD, attached hereto as Exhibit "B," which agreement shall govern the development and use of said property.

Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

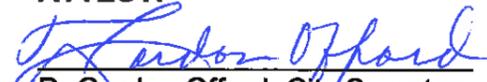
Section 5. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED this the 15th day of April, 2014.


Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

ATTEST:


D. Gordon Offord, City Secretary

Request for a ±262.62 Acre
PUD in the City of Fulshear

**Presentation to City Council
Second Submission**

Prepared for:

DHK Fulshear LP
% DHK Development
5005 Riverway, Suite 160
Houston Tx 7705s

Prepared by:

SLA STUDIO-LAND
Planners and Landscape
Architects

1900 West Loop South
Studio 1900
Houston, Texas 77027

p 713.787.0719
f 713.787.5190
c 713.206.9392

May, 5, 2014

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B. Master Plan
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H. Street Hierarchy Plan
I. Bois D'Arc Cross Sections
J. Thoroughfare Type A
K. Major Collector Type B-2
L. Residential or Commercial Street Type E
M. Local Commercial Street Type F
N. Metes & Bound Description
O. Signed Survey
P. Site Conditions/Existing Drainage/Existing Topography Map
Q. Conceptual Drainage Plan
R. Conceptual Water & Sanitary Sewer Plan
S. Vegetation Inventory Plan
T. PUD Proposed Zoning Standards
U. PUD Proposed Subdivision Standards
V. PUD Proposed Permitted Commercial Land Uses
W. PUD Proposed Utilization Table

SLA Studio Land Inc.

1900 West Loop South
Studio 1900
Houston, Texas 77027

t: 713.787.0719
f: 713.787.5190
c: 713.206.9392
e: dsmith@slastudioland.com

Texas
Hangzhou

Planning
Urban Design
Landscape Architecture
Environmental Graphics

Friday, May 2, 2014

Mr. C. J. Snipes
City Administrator
City of Fulshear
PO Box 279
30603 FM 1093 West
Fulshear, Texas 77441

Re: DHK-201

Letter of Submittal Second Amendment for the ±262.6276 Acre Fulshear Run PUD (The Project)

Mr. Snipes:

Attached are an updated set of exhibits comprising the "General Plan" document of the "Fulshear Run and Fulshear Village PUD". The changes reflect all discussions and understandings that emerged in and after the April 15th City Council meeting and public hearing.

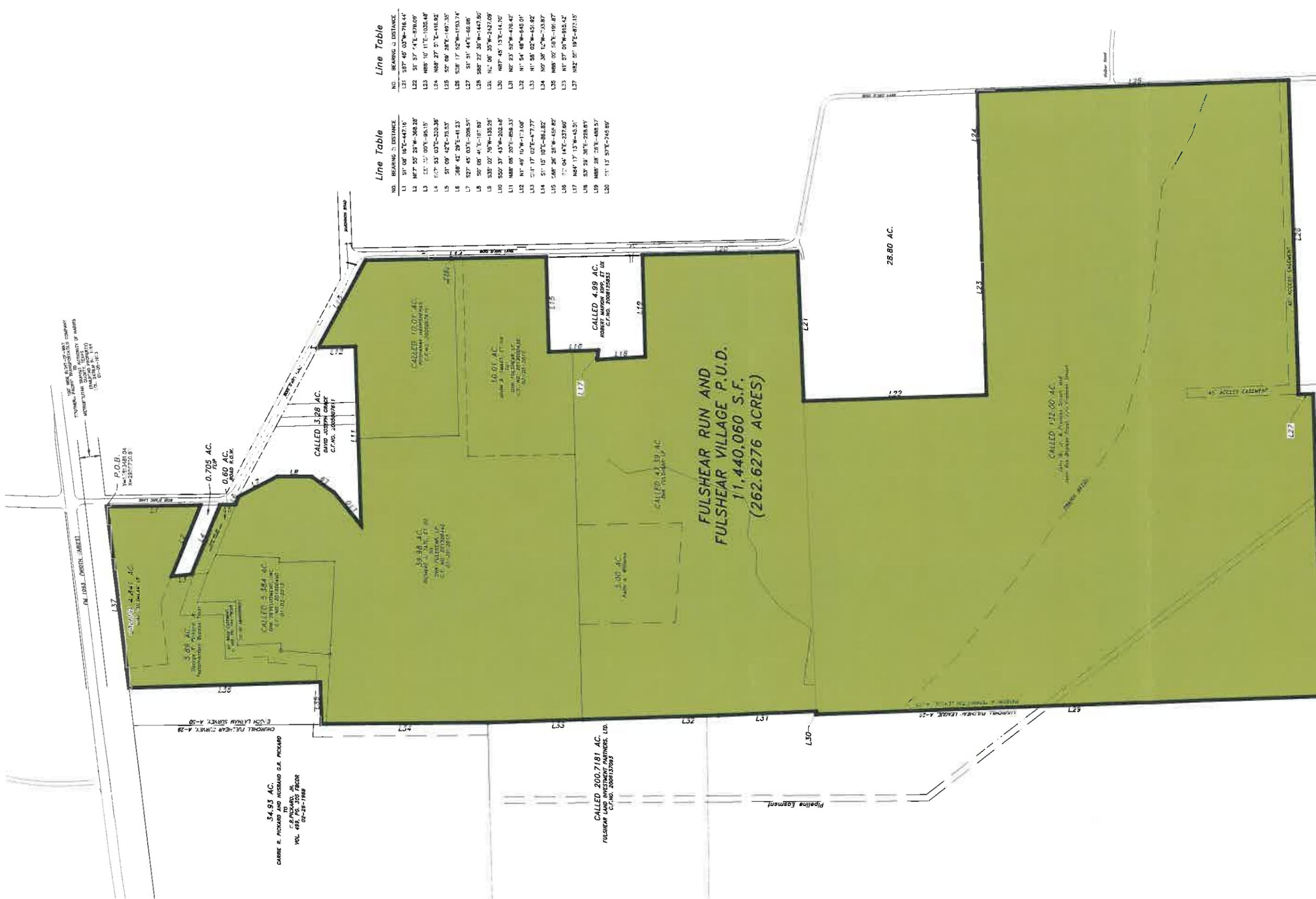
We hope these clarifications accurately reflect the above referenced meetings and discussions and we look forward to the City Council special session next week.

Sincerely,



David Smith
President
SLA Studio Land Inc.

cc: Doug Konopka, DHK Development
Noah Worley, DHK Development
Ernesto Alfaro, SLA Studio Land



54.93 AC.
 CARRE R. PICKARD AND HUSBAND G.E. PICKARD
 C.F. NO. 2007181 AC.
 VOL. 489, PG. 204 7/30/08
 02-28-1988

200.7181 AC.
 FULSHEAR LAND INVESTMENT PARTNERS, LTD.
 C.F. NO. 200810288

3.28 AC.
 CALLED 3.28 AC.
 DAVID JOSEPH CRAIG
 C.F. NO. 200807817

4.99 AC.
 CALLED 4.99 AC.
 ROBERT MARION LEAGRE, ET UX
 C.F. NO. 200812585

11,440,060 S.F.
 (262.6276 ACRES)
 FULSHEAR RUN AND
 FULSHEAR VILLAGE P.U.D.

Line Table

NO.	BEARING	DISTANCE
L1	S1° 08' 16"E	447.16
L2	N1° 57' 44"E	478.09
L3	N88° 10' 11"E	1026.48
L4	N88° 27' 31"E	418.82
L5	S1° 09' 42"E	75.53
L6	S68° 42' 28"E	41.23
L7	S1° 51' 44"E	69.08
L8	S0° 08' 41"E	167.86
L9	S35° 02' 19"W	138.28
L10	S50° 37' 43"W	202.88
L11	N88° 08' 20"E	858.33
L12	N1° 49' 10"W	173.06
L13	S1° 17' 02"E	47.77
L14	S1° 15' 10"E	362.82
L15	S88° 26' 26"W	458.82
L16	S1° 04' 14"E	237.60
L17	N64° 17' 13"W	42.51
L18	S3° 28' 38"E	228.07
L19	N88° 28' 58"E	488.57
L20	S1° 13' 57"E	748.89
L21	S57° 45' 03"W	716.44
L22	S1° 57' 44"E	478.09
L23	N88° 10' 11"E	1026.48
L24	N88° 27' 31"E	418.82
L25	S1° 09' 42"E	75.53
L26	S68° 42' 28"E	41.23
L27	S1° 51' 44"E	69.08
L28	S0° 08' 41"E	167.86
L29	S35° 02' 19"W	138.28
L30	S50° 37' 43"W	202.88
L31	N88° 08' 20"E	858.33
L32	N1° 49' 10"W	173.06
L33	S1° 17' 02"E	47.77
L34	S1° 15' 10"E	362.82
L35	N88° 08' 20"E	858.33
L36	S1° 04' 14"E	237.60
L37	N64° 17' 13"W	42.51

Exhibit A
 Fulshear Run and Fulshear Village PUD
 Boundary Plan

Revised: May 5, 2012

DKH Fulshear LP
 DKH DEVELOPMENT, INC.
 3403 Riverchase, Suite 100
 Houston, Texas 77056
 713-961-4033
 Contact: Doug Koumpka

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-40971
 Contact: Robert Dedden

9328 WESTVIEW
 HOUSTON, TX, 77065
 (713) 461-8822
 FAX (713) 461-2671

SALAS
 Land Planning • Landscape Architecture
 1000 West Loop South
 Studio 100
 Houston, Texas 77027
 713-787-0710
 Contact: David Smith



Exhibit B
Fulshear Run and Fulshear Village PUD
Master Plan

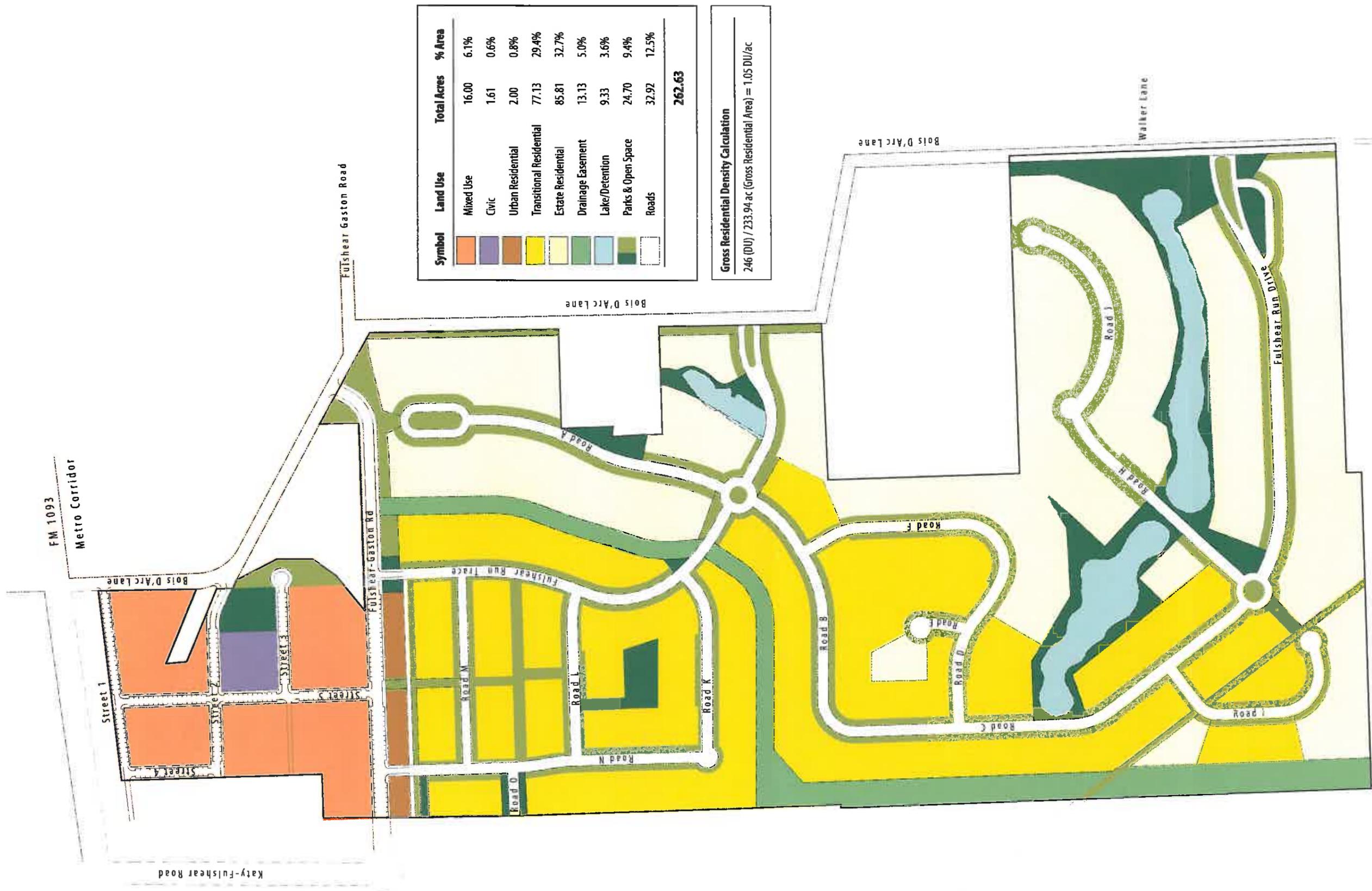
Revised: May 5, 2012

DHK Fulshear LP
DHK DEVELOPMENT, INC.
 3005 Riverway, Suite 100
 Houston, Texas 77056
 713-961-0033
 Contact: Doug Konepka

DEDEN SERVICES, LLC
CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9328 WESTVIEW
 HOUSTON, TX 77065
 (713) 461-8822
 FAX (713) 461-2671

SALIDA CONSULTANTS, P.C.
 Land Planning • Landscape Architecture
 1906 West Loop South
 Studio 1906
 Houston, Texas 77027
 713.757.0719
 Contact: David Smith



Symbol	Land Use	Total Acres	% Area
[Orange Box]	Mixed Use	16.00	6.1%
[Purple Box]	Civic	1.61	0.6%
[Brown Box]	Urban Residential	2.00	0.8%
[Yellow Box]	Transitional Residential	77.13	29.4%
[Light Yellow Box]	Estate Residential	85.81	32.7%
[Green Box]	Drainage Easement	13.13	5.0%
[Light Blue Box]	Lake/Detention	9.33	3.6%
[Dark Green Box]	Parks & Open Space	24.70	9.4%
[White Box]	Roads	32.92	12.5%
		262.63	

Gross Residential Density Calculation
 246 (DU) / 233.94 ac (Gross Residential Area) = 1.05 DU/ac

Exhibit C
Fulshear Run and Fulshear Village PUD
Land Use Plan

Revised: May 5, 2012

DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 4005 Highway, Suite 100
 Houston, Texas 77056
 Contact: Doug Kouroupa

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9028 WESTVIEW
 HOUSTON, TX 77055
 (713) 461-8922
 FAX (713) 461-2671

SA
 Land Planning - Landscape Architecture
 1000 West Loop South
 Studio 1700
 Houston, Texas 77057
 713.787.0710
 Contact: David Smith





**Exhibit D
Fulshear Run and Fulshear Village PUD
Lotting Plan**

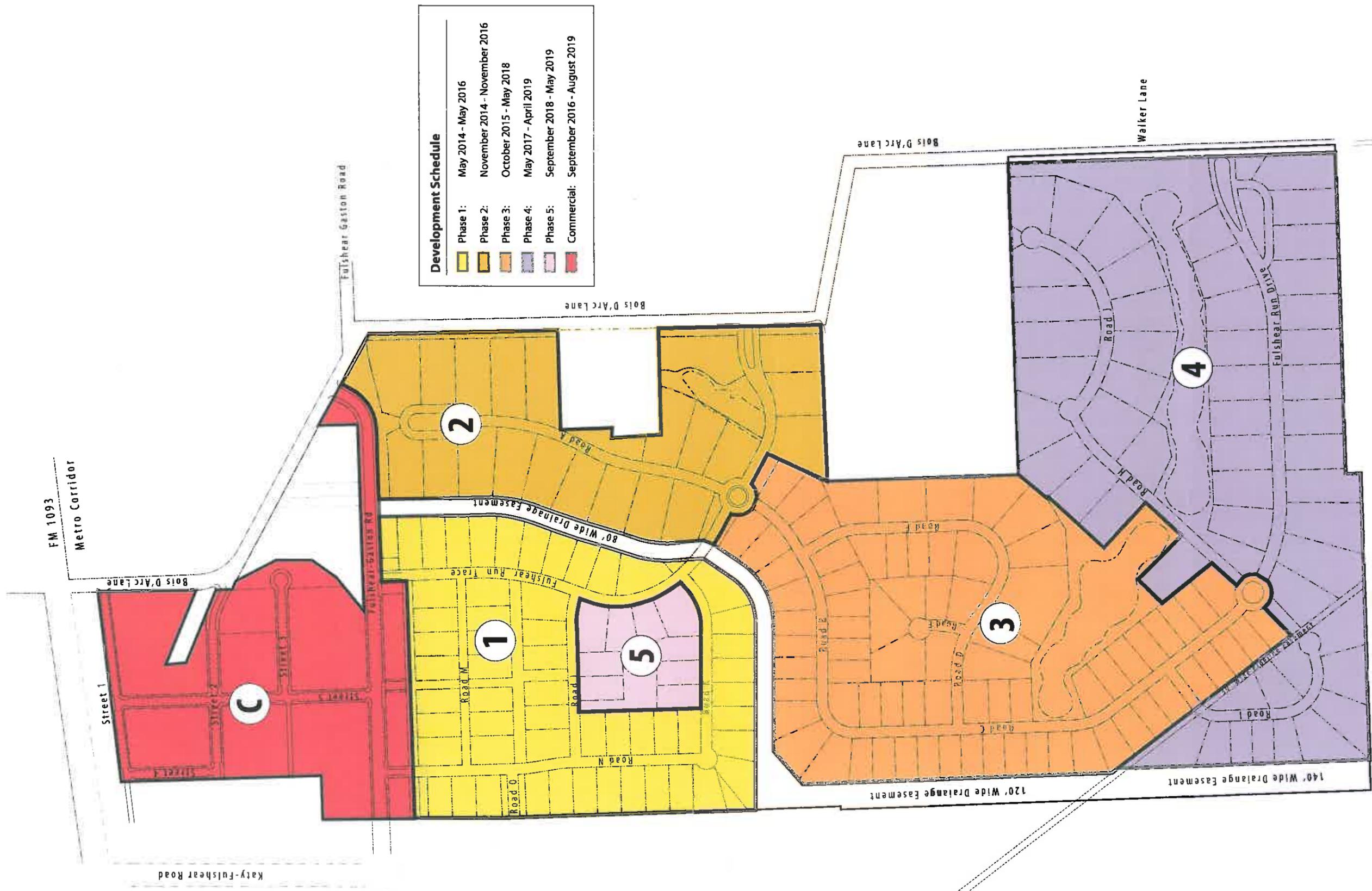
Revised: May 5, 2012

DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 3005 Riverway, Suite 100
 Houston, Texas 77004
 713-901-0039
 Contact: Dong Kimopha

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9328 WESTVIEW
 HOUSTON, TX. 77055
 (713) 461-8822
 FAX (713) 461-2671

SAL
 Land Planning + Landscape Architecture
 1000 West Loop South
 -Studio 1000
 Houston, Texas 77027
 13.737.0710
 Contact: David Emith



Development Schedule

Phase 1:	May 2014 - May 2016
Phase 2:	November 2014 - November 2016
Phase 3:	October 2015 - May 2018
Phase 4:	May 2017 - April 2019
Phase 5:	September 2018 - May 2019
Commercial:	September 2016 - August 2019

**Exhibit E
Fulshear Run and Fulshear Village PUD
Phasing Plan**

Revised: May 5, 2012

DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 3005 Riverwalk, Suite 100
 Houston, Texas 77056
 TEL: 832-901-0033
 Contact: Doug Kananjka

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Dedden

9328 WESTVIEW
 HOUSTON, TX 77055
 (713) 461-8822
 FAX (713) 461-2871

S&A Studio-Land
 Land Planning • Landscape Architecture
 1000 West Loop South
 Studio 1000
 Houston, Texas 77027
 TEL: 787-5710
 Contact: David Smith





Exhibit F
Fulshear Run and Fulshear Village PUD
Open Space and Park Master Plan

Revised: May 5, 2012

DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 4805 Riverway, Suite 160
 Houston, Texas 77056
 713-961-0687
 Contact: Doug Konopka

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9328 WESTVIEW
 HOUSTON, TX, 77065
 (713) 461-8922
 FAX (713) 461-2671

SAL Landscape Architecture
 Land Planning • Landscape Architecture
 1800 West Loop South
 Studio 1040
 Houston, Texas 77025
 713-787-0710
 Contact: David Smith





Trails Legend

- 7' (min.) Wide Trail
- 5'-12' Sidewalks - vary by street & land use

Note: 4' sidewalk provided for all Single Family detached residential not shown on plan.

**Exhibit G
Fulshear Run and Fulshear Village PUD
Trails Plan**

Revised: May 5, 2017

DHK Fulshear LP
DHK DEVELOPMENT, INC.
 2003 Riverway, Suite 100
 Houston, Texas 77050
 713-961-0023
 Contact: Doug Kinnopka

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Dodden

9328 WESTVIEW
 HOUSTON, TX, 77066
 (713) 461-8822
 FAX (713) 461-2671

SALAS & ASSOCIATES, P.C.
 Land Planning • Landscape Architecture
 1700 West Loop South
 Studio 1000
 Houston, Texas 77027
 713-777-0719
 Contact: David Smith

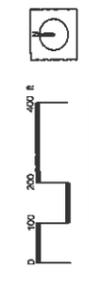




Exhibit H
Fulshear Run and Fulshear Village PUD
Street Hierarchy Plan

Revised: May 5, 2012

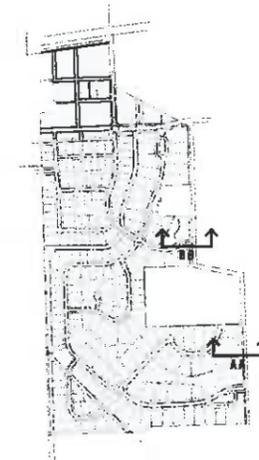
DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 4805 Riverway, Suite 100
 Houston, Texas 77056
 713-901-0633
 Contact: Doug Konopka

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9328 WESTVIEW
 HOUSTON, TX 77065
 (713) 461-8822
 FAX (713) 461-2671

SAL
 Land Planning • Landscape Architecture
 1900 West Loop South
 Studio 1500
 Houston, Texas 77077
 713.787.0719
 Contact: David Smith

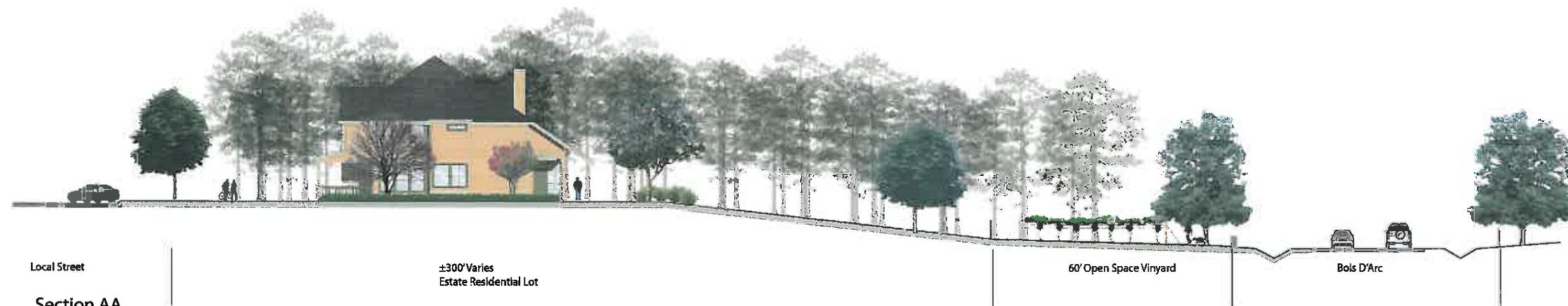




Section Key Map



Section BB



Section AA

Exhibit I
Fulshear Run and Fulshear Village PUD
Bois D'Arc Cross Sections

Revised: May 5, 2012

DKH Fulshear LP
 DKH DEVELOPMENT, INC.
 3906 Bisbee Way, Suite 100
 Houston, TX 77058
 713-991-8815
 Contact: Doug Knoepke

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm P-10871
 Contact: Robert Deden
 9826 WESTVIEW
 HOUSTON, TX 77056
 (713) 461-8822
 FAX (713) 461-2871

SCLA
 Landscape Architecture
 11111 Katy Road, Suite 100
 Houston, TX 77058
 Contact: Tim Smith



Thoroughfare Type A

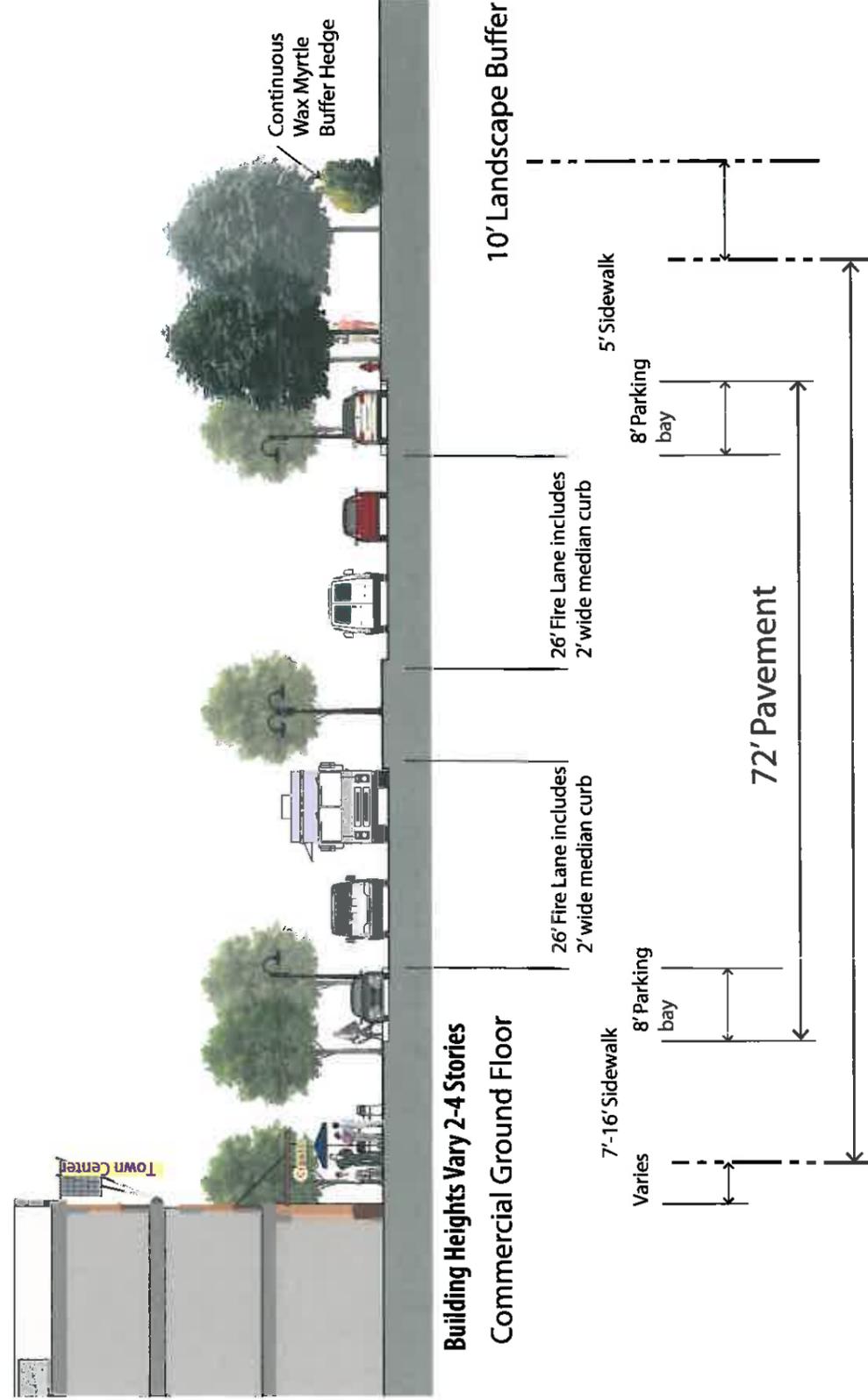
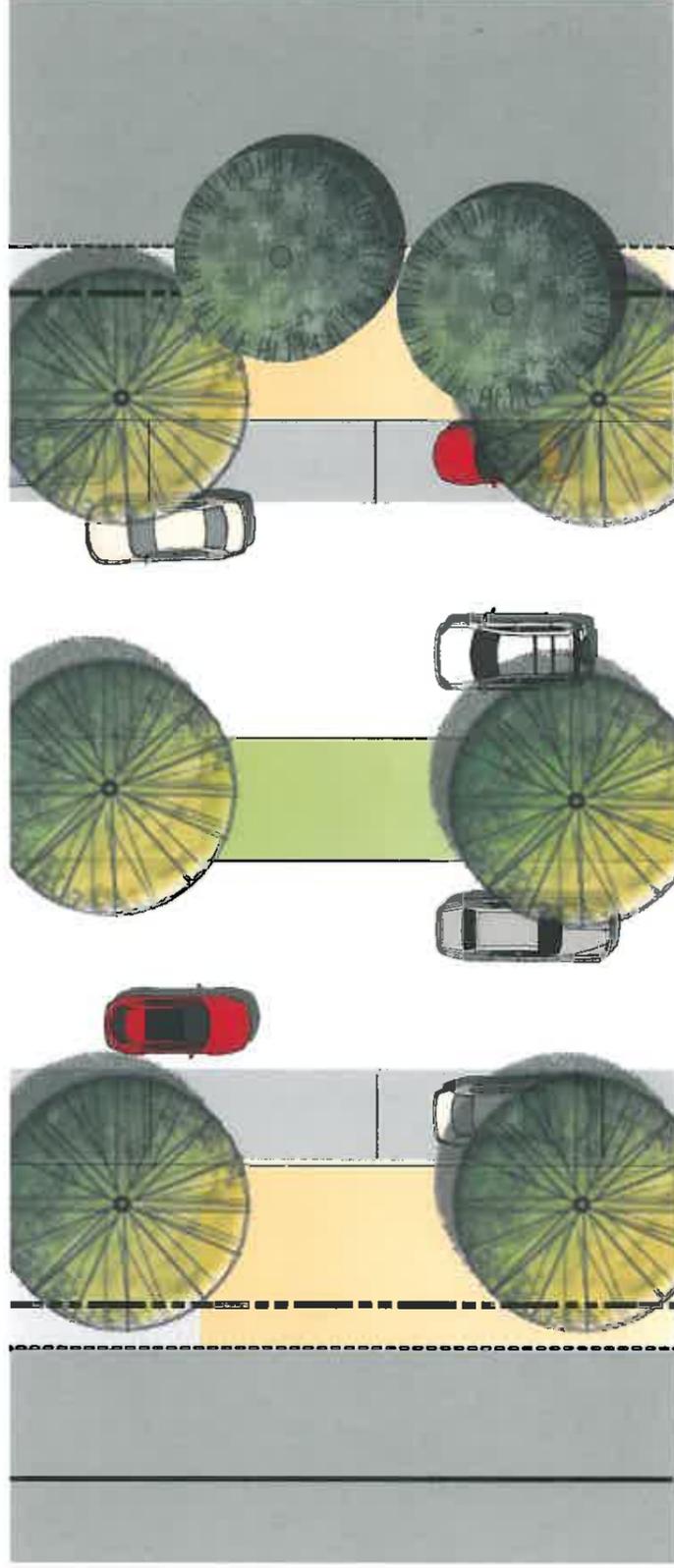


Exhibit J Bois D'Arc @ Town Center

Proposed Street Lights

Spacing: ±140' O.C.

Location: Setbacks or Medians

Major Commercial Collector Street Type B-2

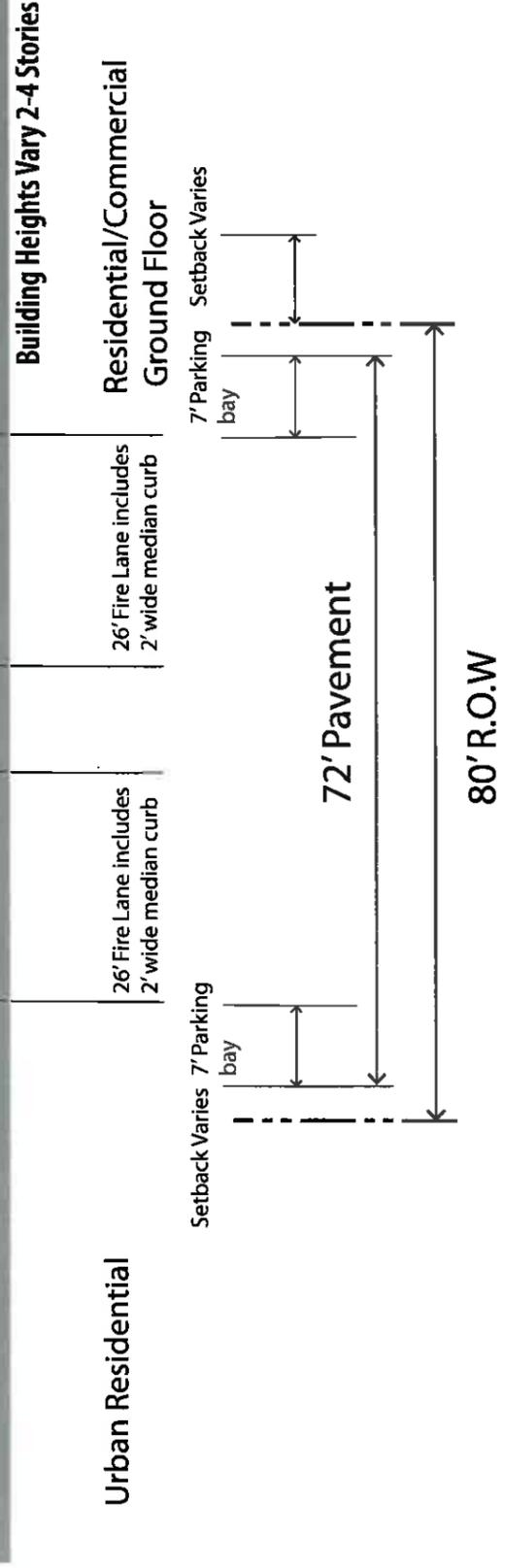
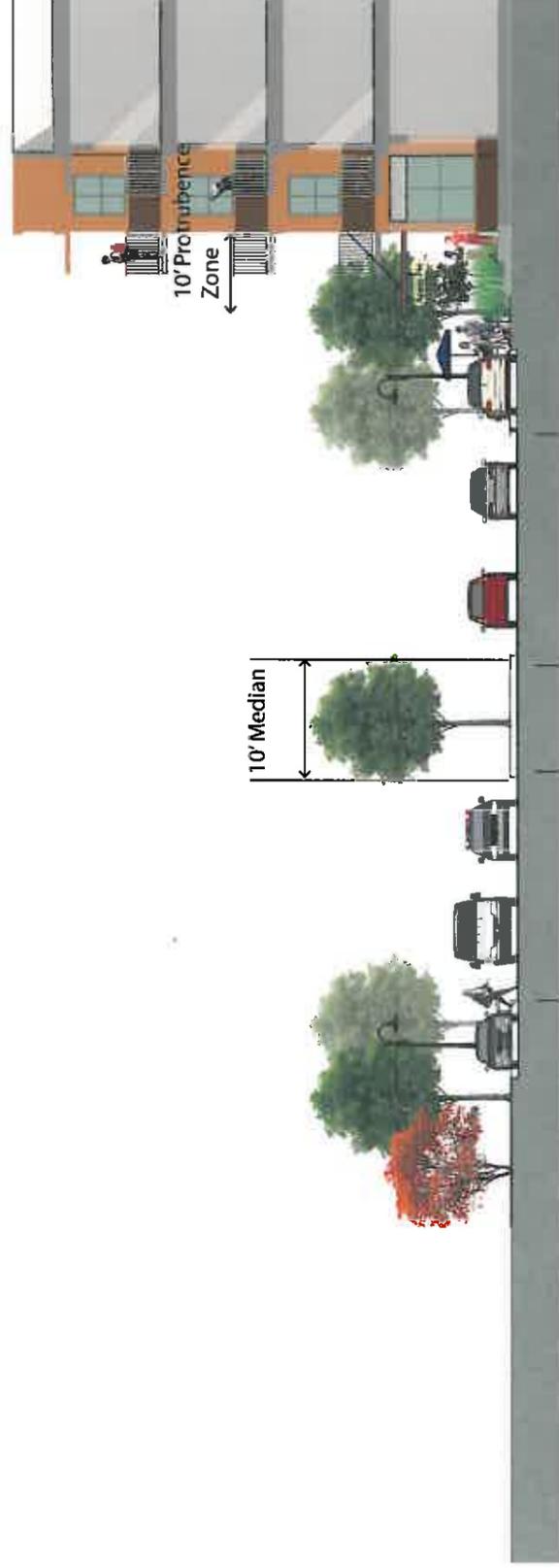
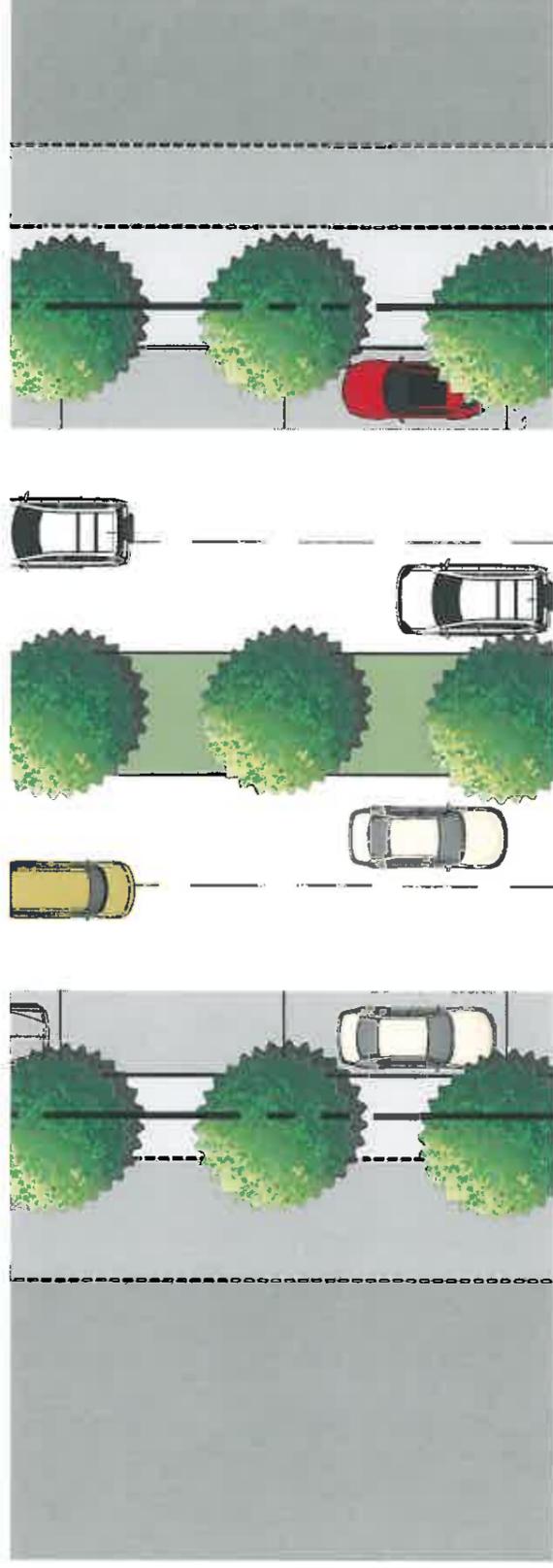


Exhibit K Fulshear Gaston Road

Proposed Street Lights

Spacing: ±140' O.C.

Location: Medians or Setbacks

Residential or Commercial Street Type E



Building Heights Vary 2-4 Stories

Building Heights Vary 2-4 Stories

Commercial Ground Floor

Residential Ground Floor

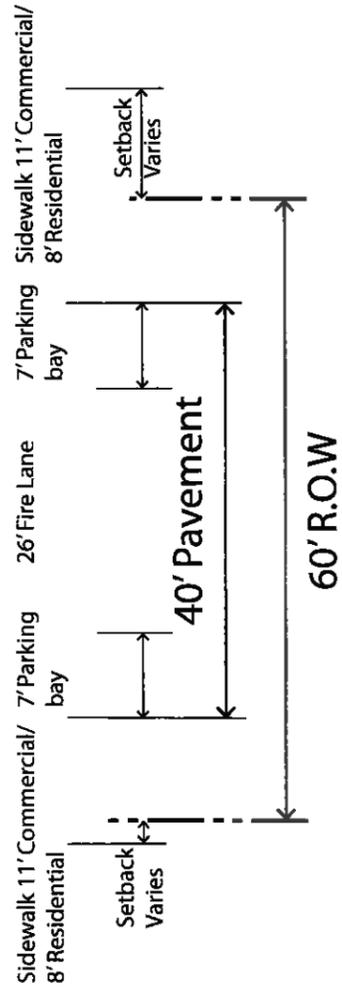
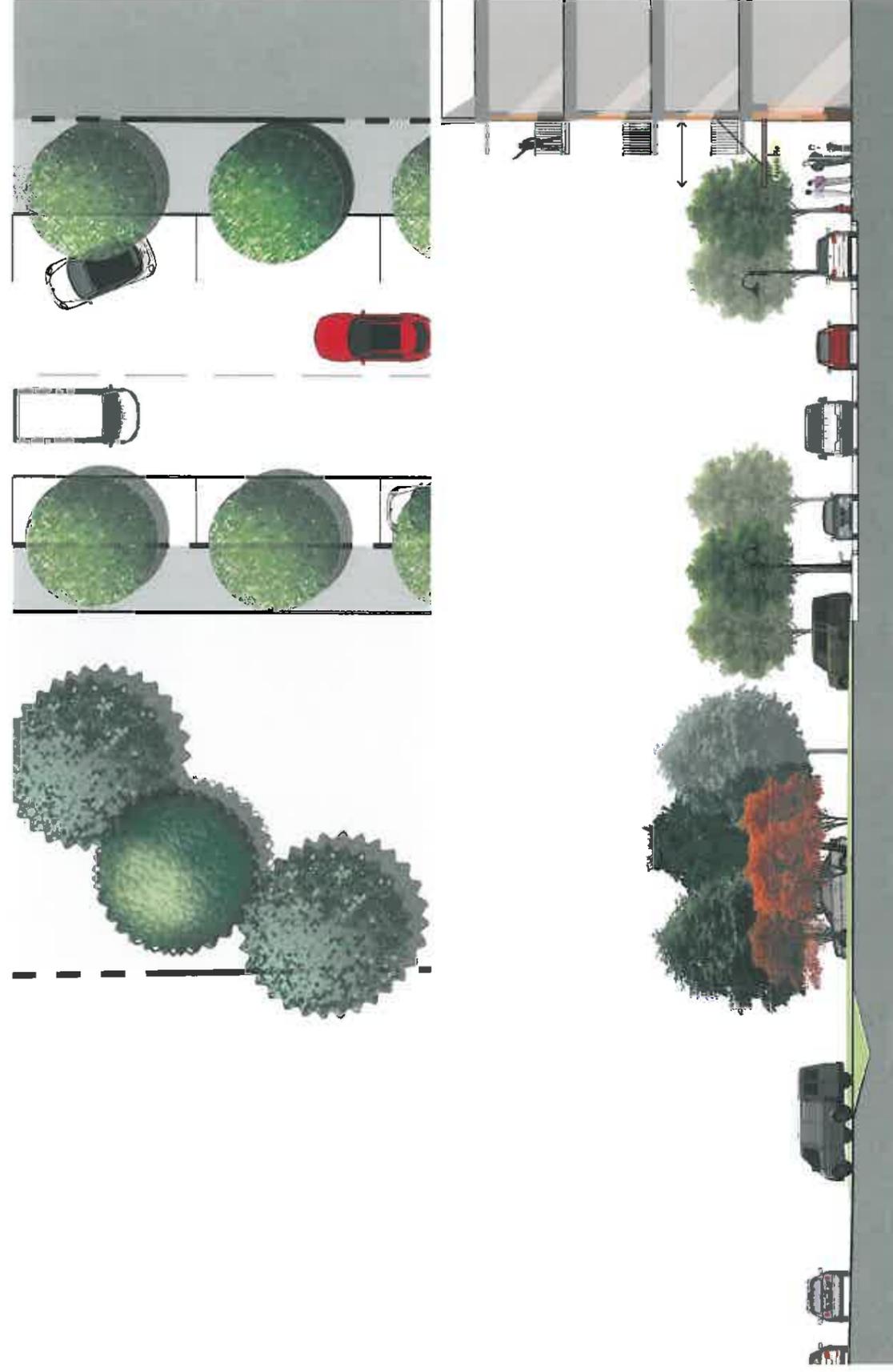


Exhibit L Town Center Minor Streets

Proposed Street Lights
 Spacing: ±200' O.C.
 Location: Stagger space sidewalks

Local Commercial Street Type F



FM 1093

Metro Land

Building Heights Vary 2-4 Stories
Commercial Ground Floor

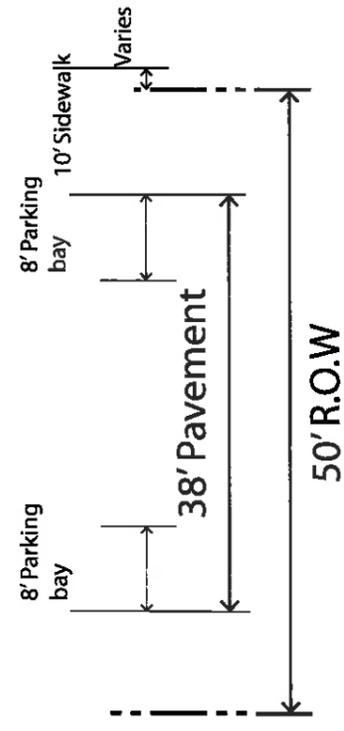


Exhibit M FM 1093 Frontage

Proposed Street Lights

Spacing: ±200' O.C.

Location: Stagger space sidewalks

Exhibit N

FULSHEAR RUN AND FULSHEAR VILLAGE P.U.D.
METES AND BOUNDS DESCRIPTION
262.6276 OUT OF THE
RANDON & PENNINGTON LEAGUE, A-75
FORT BEND COUNTY, TEXAS

All that certain 262.6276 acres for Fulshear Run and Fulshear Village P.U.D. out of the Randon & Pennington League, A-75, Fort Bend County, Texas and being more particularly described by metes and bounds as follows. All coordinates and bearings being referred to the Texas Coordinate System of 1983. All coordinates reflect surface values and may be converted to grid values by applying a scale factor of 0.99988107.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of Bois D'arc Lane at its intersection with the south line of a 100' wide right-of-way described in a deed dated 01-05-1993 from Southern Pacific Transportation Company to Metropolitan Transit Authority of Harris County, Texas, filed at Volume 2478, Page 1664, Fort Bend County Deed Records, having coordinates of Y=13,813,481.04, X=2,956,720.87;

THENCE S01°08'16" E - 447.16', with said west right-of-way line to a point for corner;

THENCE N67°55'29" W - 368.28' to a point for corner;

THENCE S05°36'00" E - 95.15' to a point for corner;

THENCE S67°53'03" E - 360.38' to a point for corner;

THENCE S01°09'42" E - 75.53' with the aforementioned west right-of-way line to a point for corner;

THENCE S68°42'29" E - 41.23' to a point for corner;

THENCE S27°45'03" E - 208.59' to a point for corner;

THENCE S00°08'40" E - 162.89' to a point for corner;

THENCE S35°02'38" W - 135.26' to a point for corner;

THENCE S50°37'43" W - 202.68' to a point for corner;

THENCE N88°08'20" E - 859.33' to a point for corner;

THENCE N01°49'10" W - 179.08' to a point for corner;

THENCE S61°17'02" E - 477.77' with the south right-of-way line of Bois D'arc Lane to a point for corner;

THENCE S01°15'10" E - 862.82', with the west right-of-way line of Bois D'arc Lane to a point for corner;

THENCE S88°26'26" W - 455.82' to a point for corner;

THENCE S02°04'14" E - 237.60' to a point for corner;
THENCE N84°17'13" W - 45.51' to a point for corner;
THENCE S03°29'36" E - 228.80' to a point for corner;
THENCE N88°28'26" E - 488.57' to a point for corner;
THENCE S01°13'57" E - 745.89', with the west right-of-way line of Bois D'arc Lane to a point for corner;
THENCE S87°45'03" W - 716.44' to a point for corner;
THENCE S01°57'54" E - 878.09' to a point for corner;
THENCE N88°10'11" E - 1,035.48' to a point for corner;
THENCE N88°27'57" E - 416.92' to a point for corner;
THENCE S02°09'28" E - 1,497.35', with the centerline of Bois D'arc Lane to a point for corner;
THENCE S88°17'52" W - 1,503.74' to a point for corner;
THENCE S01°51'44" E - 69.08' to a point for corner;
THENCE S88°22'39" W - 1,447.80' to a point for corner;

THENCE with the west line of a called 200.7181 acre tract of land described in a deed recorded at Clerk File Number 2006137093 Fort Bend County Deed Records for the following 6 (six) courses and distances:

THENCE N02°06'35" W - 2,427.09' to a point for corner;
THENCE N87°45'13" E - 14.70' to a point for corner;
THENCE N02°23'52" W - 476.42' to an angle point;
THENCE N01°54'48" W - 645.01' to an angle point;
THENCE N01°58'02" W - 451.92' to an angle point;
THENCE N00°38'12" W - 793.87' to a point for corner;

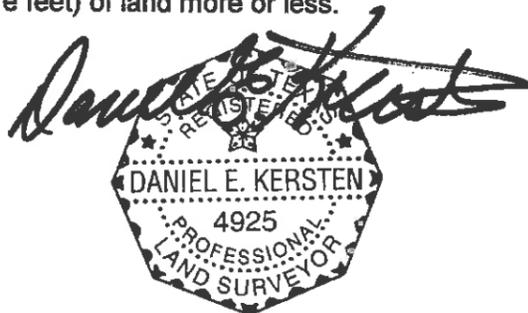
THENCE N88°02'59" E - 199.87' to a point;

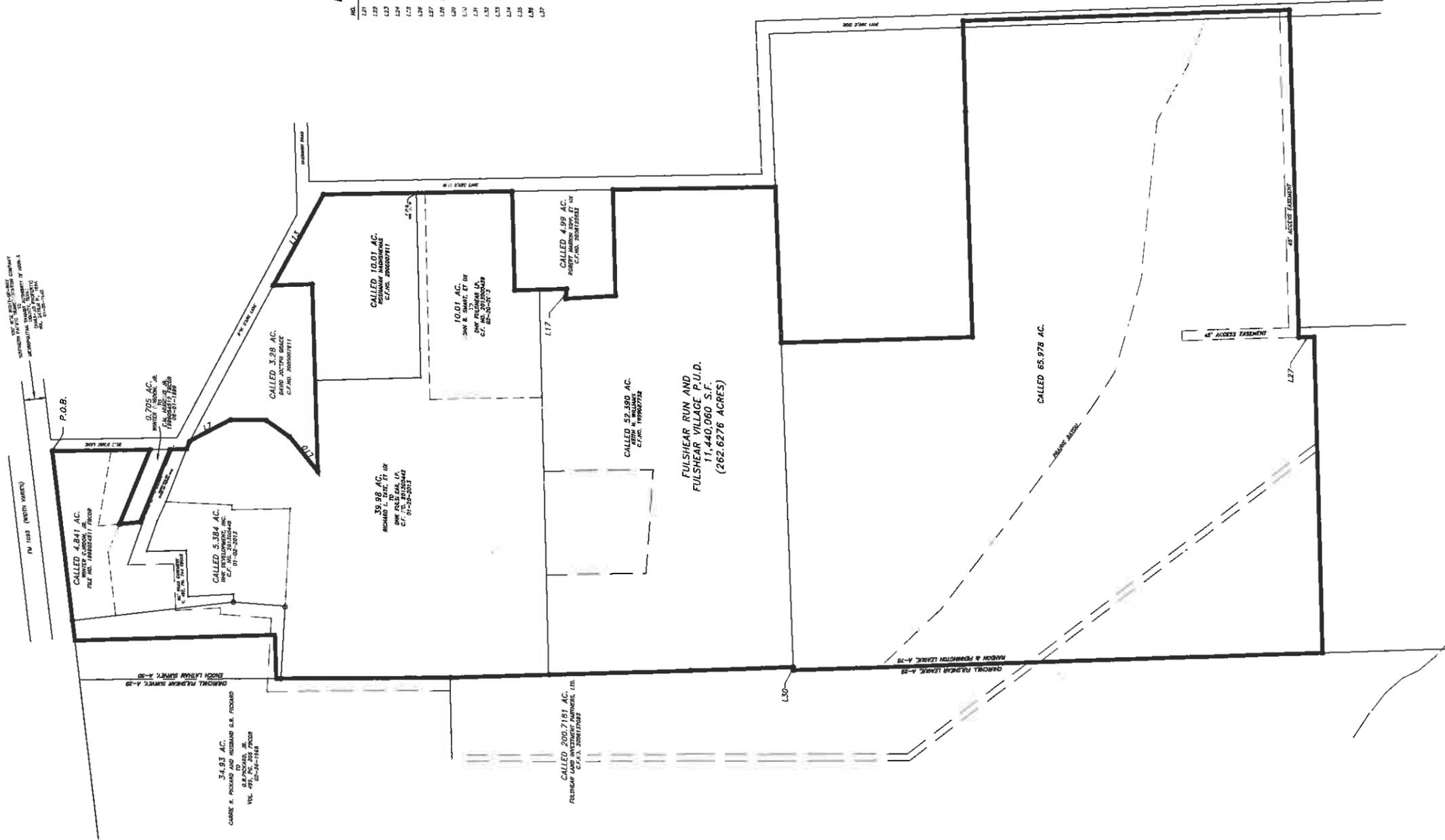
THENCE N01°57'01" W - 915.42' to a point;

THENCE N82°59'19" E - 873.15', with the south line of the aforementioned 100' wide Metropolitan Transit Authority of Harris County, Texas Right-of-Way to the POINT OF BEGINNING, containing 262.6276 acres, (11,440,060 square feet) of land more or less.

Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
3/19/2014





Line Table

NO.	BEARING & DISTANCE
L21	S87°42'03"W-716.44'
L22	S71°57'54"E-676.19'
L23	S69°10'17"E-1026.49'
L24	S62°27'57"E-416.0'
L25	S7°09'30"E-1827.30'
L26	S88°17'57"W-157.74'
L27	S1°51'43"E-87.08'
L28	S86°32'30"W-1442.80'
L29	N27°45'17"E-14.20'
L30	S71°31'52"W-4294.1'
L31	N1°47'48"W-448.03'
L32	N1°02'03"W-427.87'
L33	N7°30'15"W-763.87'
L34	N6°02'39"E-11.87'
L35	N7°57'07"W-333.42'
L37	S87°58'12"E-423.9'



DATE: 03-08-2014
 DANEL L. WICKETTS
 4905
 R.P.L.S. NO.
 I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS AND THAT I HAVE PERSONALLY CONDUCTED A RECONSTRUCTION OF THE ACTUAL SURVEY POINTS FOUND ON THE GROUND AT THE TIME OF THIS SURVEY.

PRELIMINARY COMPANY, INC.
 SURVEYING / MAPPING
 753-81-8494

FULSHEAR RIN AND FULSHEAR VILLAGE P.U.D.
 262.6276 ACRES OUT OF THE

RANDON & PENNINGTON LEASE, A-75
 HOUSTON, HARRIS COUNTY, TEXAS
 03-19-2014 1"=200' JOB NO. 173-17ND

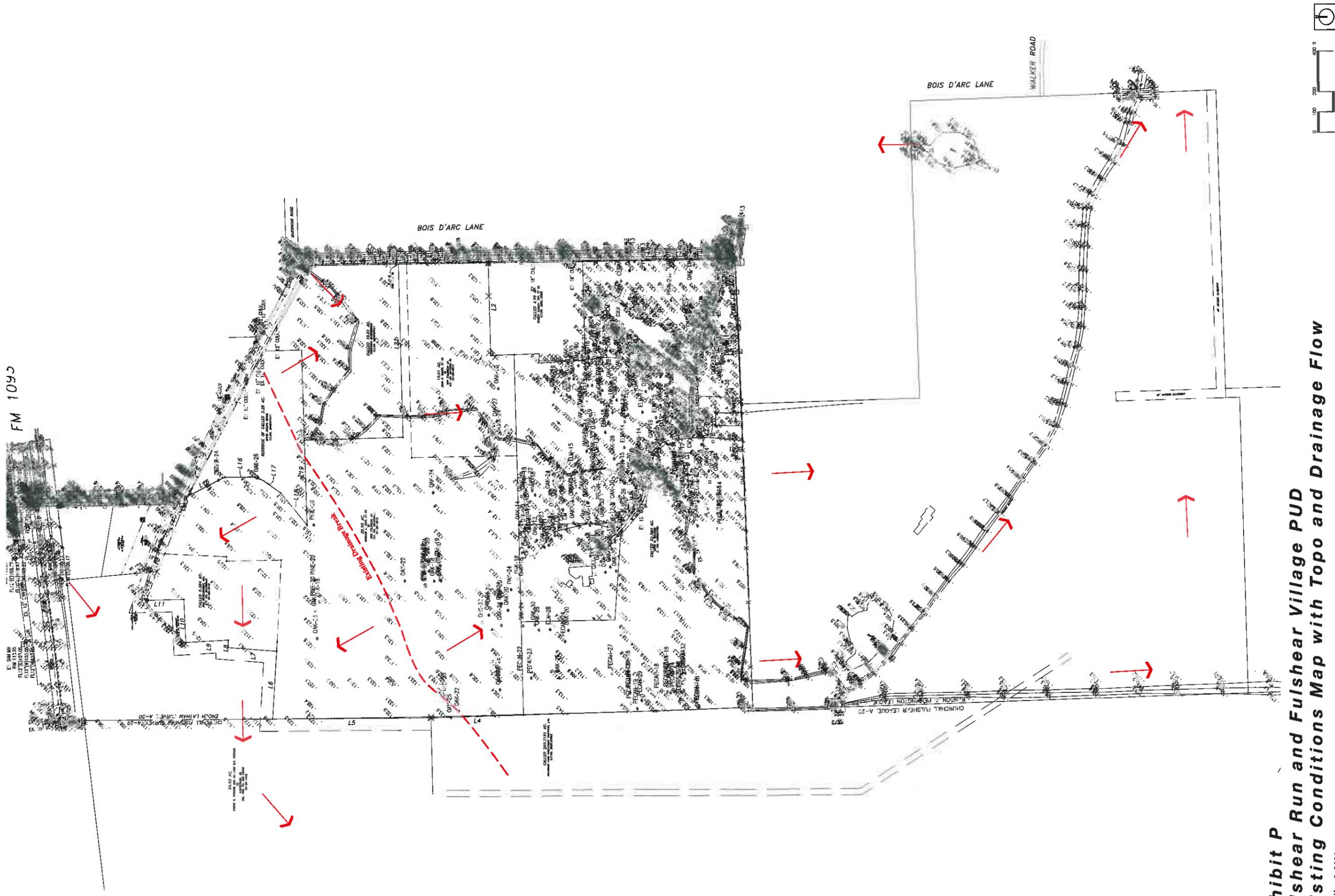


Exhibit P
Fulshear Run and Fulshear Village PUD
Existing Conditions Map with Topo and Drainage Flow

Revised: May 5, 2014

DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 9005 Hilderway, Suite 100
 Houston, Texas 77036
 Contact: Doug Kromph

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9328 WESTVIEW
 HOUSTON, TX, 77055
 (713) 461-8822
 FAX (713) 461-2671

S A
 Land Planning • Landscape Architecture
 1000 West Loop South
 Studio 190
 Houston, Texas 77027
 713.787.0710
 Contact: David Smit



Line Table

NO.	BEARING & DISTANCE
L21	S87° 45' 03"W-76.41'
L22	S1° 57' 54"E-878.09'
L23	N88° 10' 11"E-1035.48'
L24	N88° 27' 57"E-415.92'
L25	S2° 02' 28"E-1600.3'
L26	S88° 17' 58"W-1502.74'
L27	S1° 51' 44"E-88.00'
L28	S87° 22' 39"W-144.80'
L29	N2° 06' 35"W-2427.09'
L30	N87° 4' 13"E-14.7'
L31	N2° 23' 52"W-478.42'
L32	N1° 54' 48"W-645.01'
L33	N1° 56' 02"W-481.92'
L34	N0° 36' 12"W-733.87'
L35	N32° 02' 58"E-199.87'
L36	N1° 57' 01"W-216.44'
L37	N62° 58' 19"E-873.15'

Line Table

NO.	BEARING & DISTANCE
L1	S71° 05' 18"E-447.16'
L2	N67° 55' 29"W-368.28'
L3	S9° 34' 00"E-95.15'
L4	S37° 53' 03"E-360.38'
L5	S1° 08' 42"E-75.53'
L6	S38° 42' 29"E-41.23'
L7	S27° 49' 03"E-208.59'
L8	S07° 08' 40"E-162.89'
L9	S39° 02' 38"W-135.26'
L10	S30° 37' 43"W-201.68'
L11	N85° 03' 20"E-859.33'
L12	N1° 49' 10"W-119.08'
L13	S61° 17' 02"E-477.77'
L14	S1° 15' 10"E-601.41'
L15	S88° 28' 38"W-655.82'
L16	S4° 04' 14"E-237.60'
L17	N84° 17' 13"W-42.51'
L18	S3° 24' 36"E-228.80'
L19	N88° 28' 28"E-468.57'
L20	S1° 13' 57"E-745.89'

LEGEND

— PROPOSED SANITARY SEWER

— PROPOSED WATERLINE

Exhibit R
Fulshear Run and Fulshear Village PUD
Conceptual Water & Sanitary Sewer Plan

Revised: May 5, 2014

DHK Fulshear LP
 DHK DEVELOPMENT, INC.
 5803 Riverway, Suite 100
 Houston, Texas 77056
 713-961-0033
 Contact: Doug Konojka

DEDEN SERVICES, LLC
 CIVIL ENGINEERING
 Texas Registered Engineering Firm F-10971
 Contact: Robert Deden

9328 WESTVIEW
 HOUSTON, TX, 77055
 (713) 461-8822
 FAX (713) 461-2671

S A S
 Studio Architecture
 Lead Planner • Landscape Architecture
 1000 West Loop South
 Studio 1000
 Houston, Texas 77027
 713.787.0719
 Contact: David Smith

100 WEST HIGHWAY 60, HOUSTON, TEXAS
 STUDIO 1000 ARCHITECTURE COMPANY
 1000 WEST LOOP SOUTH, SUITE 1000
 HOUSTON, TEXAS 77027
 (713) 787-0719
 FAX (713) 787-0719

P.O.B.
 No. 131483, 04
 X-2386-208

CHURCHILL FULSHEAR SURVEY, A-25
 EICH LATHAM SURVEY, A-50

FULSHEAR RUN AND
 FULSHEAR VILLAGE P.U.D.
 11,440,060 S.F.
 (262.6276 ACRES)

SANITARY SEWER FORCE
 MAIN SUBSTATION LOCATION

PERMANENT U.S. SITE
 FOR SANITARY SEWER
 DISCHARGE

PERMANENT U.S. SITE

CHURCHILL FULSHEAR LEASIE, A-25
 RANDOLPH & PENNINGTON LEASIE, A-79



Proposed PUD-City of Fulshear Standards			Revised	May 1, 2014	Exhibit T		
				Zoning & Ordinance Standards			
Topic	Land Use	Description	City of Fulshear Standard	MUD 144 PUD Standard	Code	Reference	
1	Applicable Regulations	All	Topographic Issue	No foreseeable difficulties	Significant grading in TC area will significantly alter site	2013-1069	Sec. 1-163 (b)
		SF	Minimum Lot Size	6,000 SF	3,000 SF Town/Row Houses Urban Housing	2013-1069	Sec. 1-163 (b)
		All	Street Access Limitations	Access not permitted in high traffic areas	Town center requires multiple front & side access points	2013-1069	Sec. 1-163 (b)
		All					
2	Building Lines	MF	Front, side and rear			2013-1069	Sec. 1-163 (b)
		Multi-Family		Front 25'	0' in Town Center	2013-1069	Sec. 1-163 (b)
		Multi-Family		Side Interior 10'	0' in Town Center	2013-1069	Sec. 1-163 (b)
		Multi-Family		Side Local Street 10'	0' in Town Center	2013-1069	Sec. 1-163 (b)
		Single-Family		Front 25'	10' in Urban Residential	2013-1069	Sec. 1-163 (b)
		Single-Family		Side Interior 5'	0' in Urban Residential	2013-1069	Sec. 1-163 (b)
	Single-Family		Side Local Street 15'	5' in Urban Residential	2013-1069	Sec. 1-163 (b)	
3	Defined Term	All	Density	Gross calculation used	Net calculation by Sub-District in a vertical mixed-use development typical	2013-1069	Sec. 1-72
4	Intentionally Blank						
5	Intentionally Blank						
6	Lot Size	PH	Minimum	6000 SF	3000 SF for Urban Residential area in either Patio Home or Town Home building types.	2013-1069	Sec. 1-163 (b)
7	Lot Width	Lots, Tracts, Reserves	Minimum	50'	30' for Urban Residential area	2013-1069	Sec. 7-L
8	Number of Floors	All	Building height(s)	Silent	4 Stories in Town Center Mixed use, 3 stories Urban Residential and 2 Stories in SFD	2013-1069	
9	Parking Buffer	Parking lots	Landscape Buffer along edge of parking lot	Requires a 9' Landscape buffer between Street ROW & Parking isle.	Where commercial or retail meets the ground, parking above can follow building facade line.	2013-1069	Sec. 1-164
10	Parking		Minimum Off-Street	Various		2013-1069	Sec. 1-164
		Multi-Family	Access	Limited to 1 access point per 400'	1 per 120' in Town Center	2013-1069	Sec. 1-164
		Multi-Family	Parking Spaces	2.25 Spaces per DU	1.5 in Town Center	2013-1069	Sec. 1-164
		Commercial	Parking Spaces	4 per 1000 GSF	Permit a Shared Parking Analysis solution in Town Center based on ULI Mixed Use Development Standards	2013-1069	Sec. 1-164
		Hotel	Parking Spaces	1.5 per Room	Permit a Shared Parking Analysis solution in Town Center based on ULI Mixed Use Development Standards	2013-1069	Sec. 1-164
	Mixed Use	All	Per Above	Permit a Shared Parking Analysis solution in Town Center based on ULI Mixed Use Development Standards	2013-1069	Sec. 1-164	
11	Landscaping	TC	View Triangle @ Corners	30' Triangle	Zero Setback in Town Center	2013-1069	Sec. 1-165
		TC	Tree preservation	Preserve in situ where possible	Not possible in most areas of Town Center	2013-1069	Sec. 1-165
		TC	Softening of walls with landscape	Along long walls and and building facades	Not possible in most areas of Town Center other than for street trees and tree wells	2013-1069	Sec. 1-165
		All	Berms	Required along major thoroughfares	Not possible in most areas of Town Center and inappropriate where forest conditions are to be preserved.	2013-1069	Sec. 1-165

Proposed PUD-City of Fulshear Standards			Revised	May 1, 2014	Exhibit T	
Zoning & Ordinance Standards						
Topic	Land Use	Description	City of Fulshear Standard	MUD 144 PUD Standard	Code	Reference
12	Site Plan Changes	PUD	Approval Process	P&Z/CC	Request to process administratively, if no change to PUD Permitted uses, yields or standards requested	
13	Street Widths	All	Access Street - Minimum ROW	60'	Variance for 50' R.O.W.	2013-1069
		TC	Major Thoroughfare	80-100' no on-street parking	On-Street Parking in Town Center	Sec. 7-D
14	Fencing	Residential	Bordering drainage ditches	3' tall fence with gate on each lot required	Where a MUD or HOA maintains the ditch, this standard is unnecessary.	2013-1069
		TC	Solid wall buffer	Strictly prohibited but where used, a 6' landscape buffer required.	Not desirable in many areas of Town Center where utilities are in close proximity to street	2013-1069
15	Land Uses	TC	Permitted by Right	There appears to be an absence of Hotel and Multi-Family in the Commercial District.	Permit Hotel & Multi-Family in PUD per Section 1-192.	2013-1069
		TC	Prohibited Uses	Private Clubs and Cigar stores	Permit in Town Center	2013-1069
16	Existing Ordinances	All			The PUD shall be subject to all ordinances current at the date of PUD Approval (as modified by the PUD Ordinance) and/or as modified by the PUD-DA	All
17	Miscellaneous Provisions	Accessory Use Heights	Accessory structures limited to 12' in height	Accessory structures limited to 12' in height	As an accessory structure, parking garages in the Town Center should be exempt from the 12' height limitation.	2013-1069
		PUD	Parcel Boundaries & Areas		The areas and configurations of the parcels depicted in the PUD documents are subject to more precise definition during the detailed planning phase. Total parcel area changes, in part or in total, within the PUD of ±10% are permitted without amending the PUD.	All
		PUD	Parcel Subdivision		Parcels may be subdivided if resultant parcels reflect approved PUD land uses of divided parcels.	All
		PUD	Parcel Consolidation		Adjoining parcels of the same land use may be consolidated.	All
		PUD-TC	Variances	12 Month time limit on variances	The development timeframe for a Town Center project is of longer duration than conventional developments. The 12 month timeframe is impractical for this project. Recommend that all anticipated variances be stipulated and permitted directly in the PUD to avoid this limitation.	2013-1069
		PUD-TC	TIA	Required for Special Use Permits	Recommend that all uses anticipated in PUD be listed in PUD with a compatibility clause granting administrative approval by Staff.	2013-1069
Key:						
	Single Family	SF				
	Multi Family	MF				
	Commercial	C				
	Town Center	TC				
	Townhouse	TH				
	Patio Homes	PH				

Fulshear Run Planned Unit Development ("PUD") Development Agreement by and between the City of Fulshear and DHK Fulshear, LP ("DA")		Revised May 1, 2014		Exhibit U Subdivision Standards	
Topic	Description	Typical Standard	AMENDED PUD/DA REQUIREMENTS	Code	Reference
Existing Ordinances	Governing Ordinances	Existing Ordinances at the Time of the Plat/Plans	PUD/DA to be governed by (i) PUD/DA as the controlling provision or (ii) the city ordinances in place on or before February 19, 2013 if not otherwise addressed by the PUD/DA.		
Plat Approval Requirements	Plat approval required for any subdivided tract	Includes land parcels sold to third parties	Delete Section 4. A. 1. for the purposes of PUD	2013-1091	Section 4 A
	Supplemental materials for Preliminary Plat	Includes, Title Report, Metes & Bounds, TXDOT Permit	Delete Section 5 D. 7. 8. & 9. - Include metes and bounds description with Final Plat not preliminary Plat.	2013-1091	Section 5 D.
	Form and Content of Preliminary Plats	Includes 6" contours & all park land dedications	Delete Section 5 E. 13 & 19 - include 1" contours on Final Plat and parkland will be addressed by PUD	2013-1091	Section 5 E.
	Form and Content of Final Plat	Special reports and traffic impact studies with Final Plat	Delete Section 8 C. 3. b. 3d. and 3e and to amend 8 C. 3. to include items in Section 5 as amended by PUD	2013-1091	Section 8 C
	Form and Content of a Final Plat	Parkland dedication with Final Plat	Delete Section 8 D. 12 and Parkland dedication will be addressed by PUD.	2013-1091	Section 8 D.
Commission Action on Final Plat	Commission action on Final Plats with and without conditions	Final Plat complies with 2013-1091 receives approval with or without conditions	Amended that Commission shall approve Final Plat if in compliance with the PUD and/or D/A with or without conditions.	2013-1091	Section 9 & 10
	Commission approves conditions on Final Plats	Subject to demonstrated extraordinary hardship.	Amended that Commission shall approve Final Plat w/ conditions if in compliance with the PUD and/or D/A or a hardship.	2013-1091	Section 9 & 10
Development Plats	Development Plats	Anyone who proposes to develop commercial tract shall follow Section 5-10	Amended that any person proposes the development of a commercial tract must follow Section 5-10 as amended by PUD/DA	2013-1091	Section 11
Amending Plats	Amending plats, minor plats and re-plats	City Engineer has authority to approve if (i) do not extend City facilities (ii) <1-acre.	Amended that Engineer has authority to approve re-plats, minor plats and amending plats that meet the conditions of the PUD/DA or (i) that do not extend City facilities (ii) <1-acre.	2013-1091	Section 12
Parkland Dedication	Park Land Dedication	Provides for dedication of neighborhood and regional Parks & Payment for Park Fees	Shall apply to the Fulshear Run section of the PUD but not for the Fulshear Village section. Delete Section 16 in its entirety and refer to the provisions of the PUD/DA and the Open Space and Park Master Plan for Park Land requirements and/or Fees in lieu thereof. Propose that the extensive trail and open space system, Intense Town Center streetscape and park satisfy the dedication and development fees for the parkland requirements in the Fulshear Village area.	2013-1091	Section 16
Design and Construction Standards	Compliance with Design Standards	Plats not approved unless plat meets City's Design and Construction Standards	Plats not approved unless plat complies with City's Design and Construction Standards as amended by PUD	2013-1091	Section 18 A.
	Streets: Specific Standards	Min. R.O.W. Widths for all public streets	Shall be permitted as stipulated on the Street Hierarchy Plan and Street Sections for Types A, B-2, E & F	2013-1091	Section 18 C.
		Boulevards- Not Addressed	Min. R.O.W. for Boulevard = 80' feet wide (with two 25' wide paving sections separated by a 10' wide median (subject to tapering at a transition); however, no Boulevard shall be required for this PUD. Boulevards with wider rights-of-way than the minimum prescribed shall have wider medians and paving widths shall not be required to increase.		
		Min. R.O.W. for other streets = 60 feet wide subject to exception below	Min. R.O.W. for other streets = 60 feet wide (subject to exception below). Shall be permitted as stipulated on the Street Hierarchy Plan and Street Sections for Types A, B-2, E & F		
		Min. R.O.W. w/ storm sewers that cannot be extended = 50 feet wide	Min. R.O.W. w/ storm sewers that cannot be extended in the future = 50 feet wide-R.O.W. that cannot be extended in the future include streets planned to be cul-de-sacs, R.O.W.'s planned to create a loop or other R.O.W.'s that do not stub out to the boundary of the PUD.		
	Cul-de-sac R.O.W. Radii	Min. R.O.W. for end of street terminated with cul-de-sac not less than 50' wide	Min. R.O.W. for street terminated with cul-de-sac not less than 50' wide with radii of actual cul-de-sac of 50' (inclusive of 12.5' radii green space island if requested within the middle of the cul-de-sac within the PUD)	2013-1091	Section 18 C.
	Street Signage and Traffic Control Devices	Developer initially installs street signs and traffic control devices under Texas Manual on Uniform Traffic Control.	Developer, MUD and/or HOA installs street signs and traffic control devices under the Texas Manual on Uniform Traffic Control Devices. Notwithstanding the foregoing the Developer, MUD and/or HOA may install customized street signage of a style and color of its own choosing within the PUD but height and placement will conform to industry standards.	2013-1091	Section 18 C. 7.
	Easements	Easements are min. 15' wide unless otherwise permitted by City Council	Min. easement width as requested by the Developer within the PUD (and/or adjacent thereto or in service thereof) to adequately install any dry utility including but not limited to fiber optics, natural gas, telephone, electric power, cable television, street lights and any other private utilities in accordance with required width standards of utility provider.	2013-1091	Section 18 F. 3.
	Drainage Easements	Drainage easements meet regulatory authority requirements. Drainage easements shall be kept clear of fences, buildings structures, improvements obstructive vegetation and other obstructions and a plat note will state such.	Amend provision that notwithstanding other regulatory criteria that drainage easements within the PUD (and/or adjacent thereto or in service thereof) may include sidewalks, trails, landscaping, irrigation, signage and other recreational improvements and such improvements shall not be prohibited where drainage easements are maintained by the Developer, MUD or HOA.	2013-1091	Section 18 F. 2.
	Building Setbacks Single Family	General Front, Rear Side	PUD-TC: Front, rear and side setbacks may be zero.	2013-1091	Section 18 G.
		Front: 25 feet	General Front: 25 feet for roads having R.O.W. of 60' wide or above	2013-1091	Section 18 G.
		Front: 25 feet	General Front: 25 feet for roads having R.O.W. of 60' 50' wide or above		
		Cul-De-Sac Front: 20 feet beginning at the curve of actual cul-de-sac	Special Front: 20 feet for all streets with a 50' wide right of way (including cul-de sacs)		
		Corner Street Side Setback: 15 feet	Corner Street Side Setback: 10 feet		
		Non-corner Side: 7.5 feet or minimum of 20% of lot width on inner lot line	Non-corner Side: 5 feet.		
		Master Plans: 5% of lots zero on 1 side and 10' on the other side and 20' front	PUD: 10% of lots in PUD zero on 1 side and 10' on the other side and 20' front Building Line		
	General Lot Design, Arrangement and Layout	The average Lot size in a development shall meet or exceed 8,000 square feet and no lot shall be less than 6,000 square feet.	Amend provision that the average Lot size in the development shall meet or exceed 7,000 and no Estate Lot shall be less than 1 Acre, Transitional Lot 20,000 SF or Urban Residential Lot 3500 SF.	2013-1091	Section 18 I. 1. d.
	Street Lighting	Street lights installed at intersections, cul-de-sacs and other locations as determined by City Council or Commission	Delete 18L as it relates to the PUD. Street Lights will be located and installed by the MUD and/or HOA and paid for by the MUD or HOA until the MUD is annexed by the City per the D/A. Decorative street lights are permitted but not required.	2013-1091	Section 18 J.
Exhibit "A" Construction Standards	Street Paving Width	Major Streets - Minimum 44' and Maximum of 64 feet between back of curb Secondary Streets - Minimum 38' and maximum of 44' between back of curb	Major Streets - Minimum 44' - (None of these are planned for use in PUD) Secondary Streets - Minimum 38' between back of curb.	2013-1091	Exhibit "A" 1.02
		Boulevards-Not Addressed	Boulevards- Minimum of divided two 2 lane paving sections, separated by a median, each with a minimum 25' width between the backs of curb.		
		Residential Streets- Minimum 28' and Maximum of 32' between back of curb	Residential Streets- Minimum 28' between back of curb (paving width can be divided with a median or green space if desired provided the separated lanes are 15' from back of curb to back of curb)		
		Residential Cul-de-Sac Streets- Same standard as residential streets.	Residential Cul-de-Sac Streets- Minimum 24' between back of curb (40' paving width radius subject to 12.5 radii green space island where requested).		
		Roundabouts- not addressed	Roundabouts- permitted by the City.		
	Sidewalks Locations	Sidewalks are located per Figure 1	Amended so sidewalks within the PUD may be located contiguous with curb in the PUD-TC and with property line in the Estate and Transitional Residential single family areas.	2013-1091	Exhibit "A" 1.03 h.

Exhibit V **Fulshear Run PUD- Town Center Sub-District (AKA Fulshear Village, AKA "PUD-TC")**

(A) Purpose. This sub-district includes land which is used primarily for retail business and commercial office establishments designed to serve the residents of Fulshear Run as well as the entire Fulshear community and its visitors.

(B) Permitted Uses. In the PUD-TC sub-district, no land shall be used and no building shall be erected or converted to any use other than:

1. Bakery, candy confectionery – retail only
2. Barber and beauty shops
3. Bookstore
4. Stationery stores
5. Newsstands
6. Cafeteria
7. Christmas tree lot
8. Cleaning and pressing shops
9. Clinics, other than veterinary without outdoor pens/kennels and/or exercise areas.
10. Copying, photography or duplicating services
11. Custom dressmaking, millinery and tailor shops
12. Delicatessen shops
13. Drug store/pharmacy
14. Florist and gift shops
15. Furniture store
16. Grocery stores (including Gas Stations), meat markets
17. Health and physical fitness centers
18. Indoor game parlors; Commercial Indoor Recreation
19. Jewelry stores
20. Optical goods
21. Motels/hotels
22. Multi-Family, Townhouse/Rowhouse and/or Loft Housing
23. Musical instrument sales and repair and sheet music and record sales
24. Package Liquor Store: Sales of alcoholic beverages for off-premises consumption
25. Private membership dining club
26. Professional Offices including: Developer, accounting, auditing, tax and bookkeeping services
27. Assisted Living Facilities
28. Adjustment and collection services
29. Advertising services
30. Architectural firms
31. Banks, Savings and loans, Credit Unions, and Financial Institutions
32. Brokerage offices
33. Business associations
34. Child care centers not located in a shopping center or an integrated business development
35. Consultant services office
36. Consumer and mercantile credit reporting
37. Currency exchanges and services
38. Dental offices, dental laboratories
39. Engineering, architectural and planning services
40. Insurance carriers, agents, brokers and related services
41. Law firms

42. Limited service postal facility
43. Medical clinics or offices
44. Medical and dental laboratory
45. Real estate offices
46. Security and commodity brokers, dealers
47. Stenographic, duplicating and mailing services
48. Telephone answering service
49. Title abstractors and appraisers
50. Travel arranging and ticket services
51. Radio, Television, Computer, Cell Phone, Technology sales, service and electronic devices
52. Restaurants, (Alcoholic beverages are permitted when served on premises incidental to the serving of food)
53. Wine bars
54. Service shops (i.e., hair salons, shoe repair, and personal care facilities)
55. Specialty shops
56. Sporting goods including gun sales and repair
57. Studios (art, music, drama, photo)
58. Theater (motion/moving pictures), not including drive-in theaters
59. Variety, department and discount stores (including Pet Stores)
60. Other Stores and shops for the sale indoors of products at retail only (exception: Occasional sidewalk/parking lot sales by established indoor business on its premises)
61. Farmer's Market outdoors and/or indoors
62. Other Businesses approved by Special Use Permit

(C) Prohibited Uses. In the PUD-C district, no land shall be used and no building shall be erected or converted to any of the following uses:

1. Garden Apartments
2. Automobile Businesses (by Special Use Permit Only)
3. Automobile parking lots; not specifically connected to an Allowed Use
4. Child care facilities, as defined by state
5. Churches, auditoriums, lodges, and social clubs
6. Convenience Stores other than those integrated into an approved PUD-TC building as a portion of the retail lease area.
7. Flea Markets other than as an occasional temporary use permitted by the City in the PUD-TC area.
8. Gas/Diesel Service station (exception Grocery Stores)
9. Ice retail distributing; no manufacture
10. Industrial and manufacturing use businesses
11. Veterinary Clinics, Kennels and keeping of livestock or poultry
12. Mortuaries
13. Produce Stands
14. Temporary Roadside Businesses
15. Schools
16. Sexually oriented businesses; Adult Entertainment Establishments
17. Taxidermist
18. Washateria
19. Commercial Communication Towers, Antennas, & Satellite Dishes (by Special Use Permit Only)

(D) Notwithstanding the limitations imposed by the above "Permitted Uses" list, the Director of Planning and/or its successors and assigns, may administratively permit, other uses deemed by the Director to be similar and/or compatible with those uses permitted herein.

Monday, May 5, 2014

Fulshear Run Proposed Utilization Summary		May 1, 2014	Exhibit W
	Use	Maximum Area/Units	Maximum Height
Town Center (Fulshear Village)			
	Total Retail	190,000 GSF	2 Story
	Total Office	265,000 GSF	4 Story
	Total Loft/Multi-Family	480 DU's	4 Story
	Total Urban Residential	30 DU's	3 Story
	Total Civic	50,000 GSF	3 Story
Single Family Residential (Fulshear Run)			
	Total Estate Lots		70 2 Story
	Total Transitional Lots		160 2 Story

ORDINANCE NO. 2014-1139

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NOS. 2013-1110 AND 2014-1132 ORDINANCES APPROVING, ADOPTING AND AMENDING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2013-2014, BY APPROVING "BUDGET AMENDMENT II" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2013-2014"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 2013-1110, the City Council of the City of Fulshear, Texas, adopted its "Original General Budget for Fiscal Year 2013-2014"; and

WHEREAS, Ordinance No. 2014-1132 amended said Budget; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2013-2014; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, STATE OF TEXAS:

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt an amendment to the City of Fulshear's 2013-2014 Budget.

SECTION 2.0

AMENDED: The "Original General Budget of the City of Fulshear, Texas, for the Fiscal Year 2013-2014," as adopted under Ordinance No. 2013-1110 and amended under Ordinance No. 2014-1132 is hereby amended for municipal purposes as shown on "Budget Amendment II" to the "Original Budget of the City of Fulshear Texas, for the Fiscal year 2013-2014" attached hereto. Said Budget Amendment II shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 3.0

AUTHORIZED EXPENDITURE: That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

SECTION 4.0

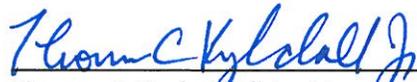
NON-REPEALER: That except as amended hereby, or as heretofore amended, the provisions of Ordinance Nos. 2013-1110 and 2014-1132 shall remain in full force and effect.

SECTION 5.0

SEVERABILITY: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 6.0

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ft. Bend County as required by Chapter 102 of the Texas Local Government Code.


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796
Fax: 281-346-2556
www.fulsheartexas.gov

MEMO

TO: City Council

CC: Mayor Kuykendall, Mr. Snipes

From: Kristi Brashear

Date: April 10, 2014

Re: Request for Additional Positions

The City of Fulshear has experienced exponential growth and multiple changes throughout this fiscal year. This growth necessitates the creation of additional staff positions to ensure the successful completion of the City's goals.

As we surpass the second quarter of our fiscal year, the City remains in a stable financial position. We have collected approximately 98% of property tax for the year and continue to intermittently receive the remainder of that revenue. Fees for service and building permit revenue is on the rise and will continue to increase as summer approaches. In all the current budget has revenues over expenses upwards of \$1 million.

The workload of the Building Services Department increases drastically in the summer months as construction picks up, more than doubling inspections, plan reviews and processing new building permits. Fortunately, the vacant position for Building Inspector has been filled, with an anticipated start date of April 21, 2014. At this time, the Building Official is requesting an additional part time permit clerk to assist with the day to day needs of the department. This position will hold a nonexempt status, working no more than 25 hours per week.

While this position will be eligible to participate in the City's retirement program, they will not be eligible for any other benefits the City currently provides until the position transitions to full time. Management will reevaluate the needs of the building department going into the next fiscal year to determine if there will be a need to convert this position to full time status. There is a financial need of \$8,300.00 this fiscal year in order to staff this position. Although the building department has sufficient funds in its budget this fiscal year to offset this financial need, a budget amendment will be necessary in order to reallocate funds between line items within their departmental budget.

The multiple changes in services provided around the City has had a direct impact on the Finance Department. The addition of utility billing, acceptance of credit card payments,

software changes and exponential growth are putting a huge demand on the accounting functions of financial operations. We anticipate the utility billing software conversion to be completed in the coming weeks with billing to begin on June 1, 2014. This time frame will fall in the peak of the City's budgeting process. In order to accommodate operational needs without interruption, we would like to provide for an accounting position.

The accounting position will be an hourly nonexempt position accompanied with the City's standard benefit package. We would like to promote Ms. Bobbi Martin, Utility Billing Clerk to the position of Accountant and hire someone to fill the position of Utility Billing Clerk. Bobbi will continue to oversee the conversion and implementation of utility billing, while assisting with the day to day fiduciary responsibilities of the City. In order to fulfill this request we are requesting a department increase of \$17,100.00 to cover the expense. Chief Seymour has graciously offered to cover this expenditure as a transfer from the Police Department budget.

The personnel position creation for the Police Department will be as described in each Council Member's individual briefing on the topic.

ADMIN

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE		EXPLANATION
		BUDGET	BUDGET				BUDGET	BALANCE		BALANCE		
5120-5210-01	ADMINISTRATIVE WAGES	\$40,600.00		\$ 10,520.00	\$ 11,600.00	\$ -	\$52,200.00			\$41,680.00	STAFF NEW POSITION	
5120-5316-00	FURNITURE & LIGHT EQUIPMENT	\$5,500.00		\$ 4,235.00	\$ 3,500.00	\$ -	\$9,000.00			\$4,765.00	COMPUTERS/FURNITURE	
	DEPT. TOTAL	\$46,100.00		\$ 14,755.00	\$ 15,100.00	\$ -	\$61,200.00		33%			\$15,100.00

POLICE

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE		EXPLANATION
		BUDGET	BUDGET				BUDGET	BALANCE		BALANCE		
5210-5210-00	PD SALARY	\$77,339.71		\$ 38,660.00	\$ 5,406.00	\$ -	\$82,745.71			\$44,085.71	STAFF NEW POSITION	
5210-5211-00	WAGES	\$442,313.89		\$ 192,240.58	\$ -	\$ (20,506.00)	\$421,807.89			\$229,567.31	OFFSETTING ACCT FOR AMIND EXPENSES	
	DEPT. TOTAL	\$519,653.60		\$ 230,900.58	\$ 5,406.00	\$ (20,506.00)	\$504,553.60		-3%			-\$15,100.00

PERMITS

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE		EXPLANATION
		BUDGET	BUDGET				BUDGET	BALANCE		BALANCE		
5530-5211-00	WAGES	\$170,550.00		\$ 71,006.00	\$ -	\$ (3,500.00)	\$167,050.00			\$96,044.00	TO OFFSET EQUIPMENT NEEDS	
5530-5316-00	EQUIPMENT/FURNITURE	\$6,650.00		\$ 4,844.00	\$ 3,500.00	\$ -	\$10,150.00			\$5,306.00	2 NEW COMPUTERS/OFFICE FURNITURE	
	DEPT. TOTAL	\$177,200.00		\$ 75,850.00	\$ 3,500.00	\$ (3,500.00)	\$177,200.00		0%			\$0.00

ORDINANCE 2014-1140

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, PROVIDING RULES AND REGULATIONS FOR GOLF CARTS; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, (“City”) desires to ensure the health, safety, and welfare of the public by adopting rules and regulations regarding golf cart operation; and

WHEREAS, the Texas Transportation Code Chapter 551 regulates the operation of golf carts;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the City adopts the following rules and regulations regarding golf cart operations:

- “A. Definitions.
 - (1) Golf cart means a motor vehicle designed by the manufacturer primarily for use on a golf course with a maximum speed of twenty-five (25) miles per hour.
 - (2) Public highway includes a road, street, way, thoroughfare, or bridge that is in this state, that is for the use of vehicles, that is not privately owned or controlled, and over which the state has legislative jurisdiction under its police powers.
- B. Golf cart operation.
 - (1) An operator may operate a golf cart in a master planned community that has in place a uniform set of restrictive covenants and for which the city or county has approved a plat.
 - (2) An operator may operate a golf cart on a public highway for which the posted speed limit is not more than thirty-five (35) miles per hour if the golf cart is operated during the daytime and not more than two (2) miles from the location where the golf cart is

usually parked and for transportation to or from a golf course.

- (3) An operator may operate a golf cart on a public highway that is in the corporate boundaries of the city and has a posted speed limit of not more than thirty-five (35) miles per hour.
- (4) An operator may operate a golf cart to cross an intersection, including a road or street that has a posted speed limit of more than thirty-five (35) miles per hour.

C. Permit required.

- (1) Golf cart owners shall submit a golf cart permit application to the city, have the golf cart inspected by the City's police department to ensure compliance with this Ordinance, and receive a permit from the City to be able to operate a golf cart in the city.
- (2) Golf carts shall have affixed a valid City issued permit decal at all times the golf cart is operated.
- (3) A golf cart permit decal shall be valid for one (1) year from the date of issuance.
- (4) There shall be a thirty-five (35) dollar permit fee charged by the city for a permit under this section.
- (5) A golf cart permit decal shall be displayed on the front driver's side panel on the golf cart so as to be clearly visible.
- (6) A golf cart permit is not transferable.

D. Permit revocation.

The city may revoke a permit if any of the following occur:

- (1) The golf cart does not conform to the rules and regulations contained in this Ordinance;
- (2) The golf cart operator pleads guilty or no contest or is found guilty for violating any provisions of this Ordinance, any other Ordinance of the city, or any state or federal law while operating the golf cart; or
- (3) The golf cart owner or operator fails to maintain financial responsibility for the golf cart as required by this Ordinance.
- (4) The City shall send written notice of the golf cart permit revocation to the owner as named on the permit application. Notice may be sent by certified

mail with return receipt requested or by personal delivery.

- (5) Golf cart owner may appeal a permit revocation by filing a written appeal with the City Secretary no later than the fifth (5th) day after the date of receiving the notice of revocation. If the city mails the notice of revocation by certified mail with return receipt requested, then owner is deemed to have received the notice at time of signing for the notice. If such notice is unclaimed or returned without a signature, owner is deemed to have received the notice three (3) days after the city deposited the notice in the mail.

E. Driver's license, proof of financial responsibility, required equipment.

- (1) A golf cart operator shall hold a valid driver's license.
- (2) A golf cart operator shall maintain proof of financial responsibility for the golf cart operated in the city.
- (3) All golf cart operated in the City shall be equipped with headlamps, tail lamps, reflectors, parking brake, mirrors, and front and rear seat belts.
- (4) Golf cart shall display a slow-moving-vehicle emblem when it is operated on a public highway.

F. Exemptions.

- (1) Golf carts operated for city sponsored events are exempt from this Ordinance.
- (2) Golf carts operated on either a public highway or city street in which all regular vehicular traffic is restricted."

Section 3. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance, except Sections C and D, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by fine as set forth in the Texas Transportation Code, as amended, for such offense. Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense. Any person who violates or causes, allows, or permits another to violate Sections C or D of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 4. *Severability.*

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. *Repeal.*

Ordinance No. 2011-1049 is repealed in its entirety as well as any other ordinance in conflict herewith to the extent of such conflict.

Section 6. *Effective Date.*

This Ordinance shall become effective immediately and punishable when published as required by law.

PASSED, APPROVED, and ADOPTED this 15th day of April, 2014.

CITY OF FULSHEAR, TEXAS



Thomas C. Kuykendall, Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1141

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NO. 2014-1115 ADOPTING THE MAJOR THOROUGHFARE PLAN MAP; AND PROVIDING FOR THE REALIGNMENT OF CERTAIN ROADWAYS; ALSO PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Fulshear, Texas recognizes that the need for ensuring mobility for residents of the City today and well into the future; and

WHEREAS, the City conducted multiple public meetings, workshops and sought comment from interested parties in and around the community; and

WHEREAS, as authorized under law, and in the best interests of the citizens of Fulshear, Texas, the City Council deemed it expedient and necessary to adopt a plan to ensure Right of Way preservation and planning for the City's current and future mobility needs; and

WHEREAS, the City previously adopted Ordinance No. 2013-1115 to define such a plan and the City Council now sees the need to amend said plan and map;

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to amend the City's Major Thoroughfare Plan so that the City Council may promote the principles of guided growth while preserving the health, safety and welfare of the community through assuring mobility.

SECTION 2.0

ADOPTED: That the revised City of Fulshear, Texas, Major Thoroughfare Plan attached hereto as Exhibit A and made part hereof for all purposes is the official policy of the City.

SECTION 3.0

LIABILITY: Neither the City nor any authorized agent acting under the terms of this Ordinance shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this Ordinance.

SECTION 4.0

REPEALER: All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 5.0

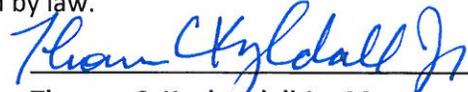
SEVERABILITY: Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 6.0

EFFECTIVE DATE: This Ordinance shall take effect immediately from and after its passage.

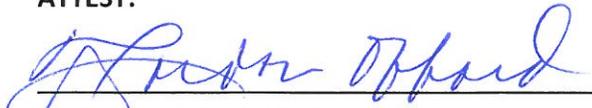
SECTION 7.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.



Thomas C. Kuykendall Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

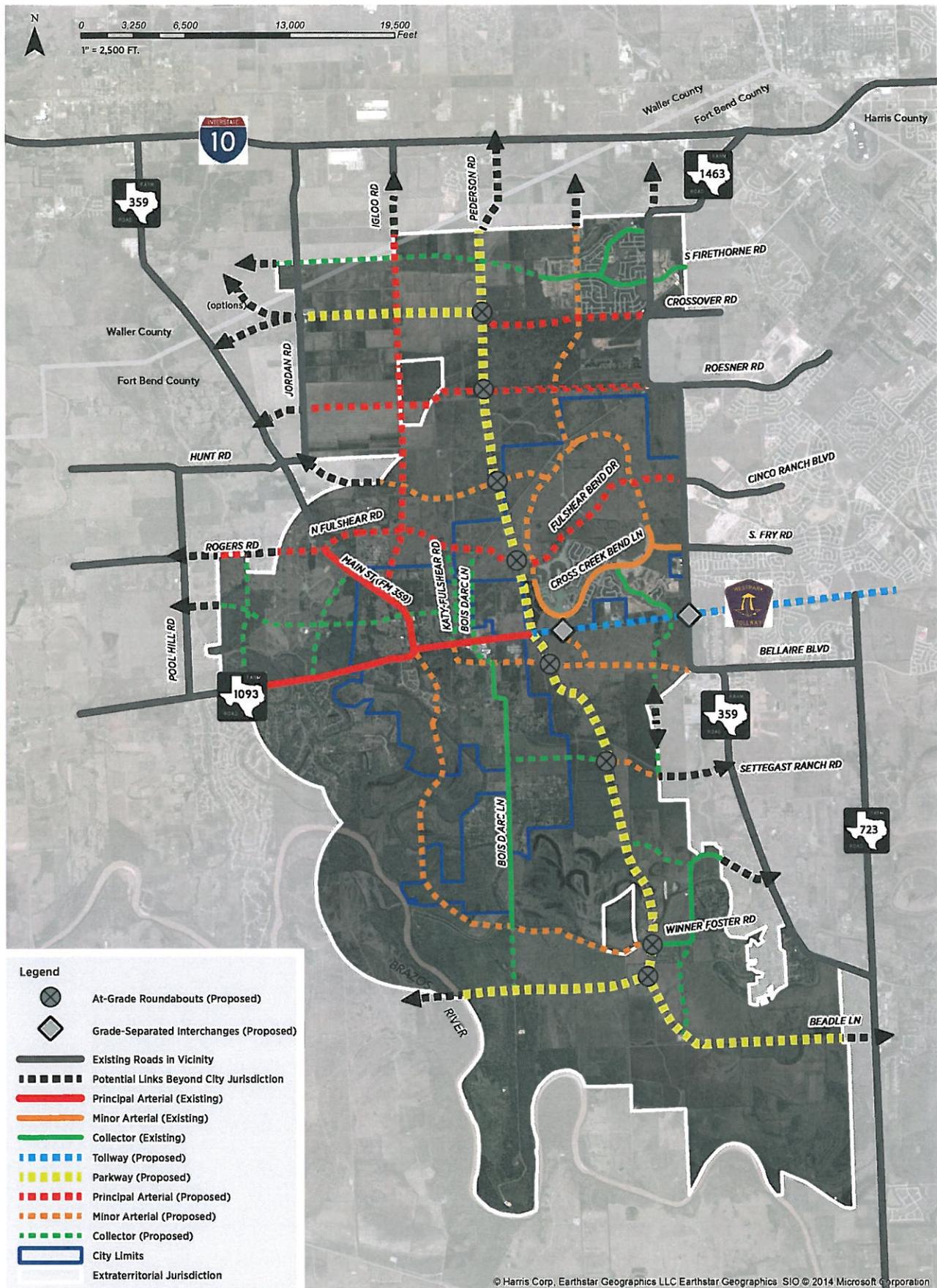


Figure 3.1
MAJOR THOROUGHFARE PLAN

Revised Draft 04.07.2014

KENDIG KEAST
COLLABORATIVE

KSA
ENGINEERS

NOTE: The Thoroughfare Plan shows general alignments for existing and planned roadways. The Plan is a guide for general transportation planning and right-of-way preservation and acquisition. While the Plan alignments indicate planned roadway extensions, connections and improvements, actual alignments are subject to change based upon design and implementation considerations.

Any future extension of the Westpark Tollway, beyond the pending construction of an extension to a point just west of Cross Creek Ranch Boulevard, will depend upon area development trends and associated traffic growth, as well as funding availability. Additionally, the potential alignment of any further extension will be subject to detailed planning and design.

The City of Fulshear has no jurisdiction over roadway planning and alignments outside its ETJ.

ORDINANCE NO. 2014-1142

AN ORDINANCE GRANTING THE PETITION FOR INCLUSION INTO
THE CITY OF FULSHEAR, TEXAS' EXTRATERRITORIAL
JURISDICTION FOR THE HEREINAFTER DESCRIBED TERRITORY
PURSUANT TO LOCAL GOVERNMENT CODE SECTION 42.022(B).

* * * * *

WHEREAS, on May 13, 2014, the City of Fulshear ("City") received Igloo Partners #11, LP; Blimp Base Project, LP; Waller XYZ, LP; Katy 1-10 Prairie Partners, LP; ML DEV LP; and Waller County Road Improvement District #1's ("Owners") voluntary petition for inclusion into the City's extraterritorial jurisdiction certain property collectively owned by the Owners and consisting of a 924.6157 acre tract of land ("Property") which is property contiguous to the existing extraterritorial jurisdiction of the City of Fulshear, and which are not within the existing extraterritorial jurisdiction or any other city; and

WHEREAS, the Property sought to be included meets the applicable requirements of law for expansion into a city's extraterritorial jurisdiction pursuant to Sec. 42.022(b) of the Texas Local Government Code; and

WHEREAS, the City wishes to extend the current Extraterritorial Jurisdiction boundaries to accommodate said citizen requests by including said properties, described in attached Exhibit A hereto and made a part hereof for all intents and purposes, into the Extraterritorial Jurisdiction of the City of Fulshear; and

WHEREAS, the Property consisting of a 924.6157 acre tract of land being made up seven tracts of land consists of the following, to wit: Tract 1 being an 11.8975 acre tract of land being part of a 31.6118 acre tract of land in the H&TC Railroad Company

Survey, Section 103, Abstract 169, Waller County Texas, said 31.668 acre tract being that certain called 31.6120 acre tract in deed to K-B Management Partners, Ltd., recorded in volume 305, page 361, Deed Records, Waller County, Texas; Tract 2 being a 39.3537 acre tract of land in the H&TC Railroad Company Survey, Section 103, Abstract 169, Waller County, Texas, said 39.3537 acre tract being that certain called 39.581 acre tract (Tract 2) in deed to K-B Management Partners, Ltd., recorded in Volume 305, page 361, Deed Records, Waller County, Texas; Tract 3 being a 161.8245 acre tract of land in the J.G. Bennett Survey, Abstract 292 (Section 1104), Waller County, Texas, said 161.8245 acre tract being that certain called 161.383 acre tract (Tract 3) in deed to K-B Management Partners, Ltd., recorded in Volume 305, Page 361 Deed Records, Waller County, Texas, further described in Volume 236, Page 223, Deed Records, Waller County, Texas; Tract 4 being all that certain 168.7 acres of land, which is the 168.665 acre tract described in the deed from Shasta Minerals, Inc. et al to Waller XYZ, L.P. recorded under Volume 1079, Page 500, in the Deed records of Waller County, Texas, in the H. & T.C. R.R. Co. Survey Section 101, A-168, Waller County, Texas; Tract 5 being all that certain 79.24 acres of land, out of the 279.2420 acre tract described in the deed from Shasta Minerals, Inc. to Waller XYZ LP recorded under Volume 1079, Page 510, in the Deed Records of Waller County, Texas, in the H.H. Pennington Survey, Section 76, A-322, Waller County, Texas; Tract 6 being all that certain 262.6 acres of land , out of the 280.3406 acre tract described in the deed from K-B Management Partners, Ltd. To Dixie Farm Partners, LLP recorded under Volume 817, Page 027 of the Deed Records of Waller County, Texas, in the H.H. Pennington Survey, Section 76, A-322, Waller County, Texas; Tract 7 being all that certain tract or

parcel of land containing 200.033 acres (8,7,13,428 square feet) situated in the H.H. Pennington Survey (Section 76), Abstract 322, Waller County, Texas, out of and a part of a called 279.2420 acre tract of land, being that same tract of land in deed to K-B Management Partners, Ltd., (called 279.0613 acres) recorded in Volume 331, Page 205, Deed Records, Waller County, Texas; said tracts are more particularly described in Exhibit "A"; and

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

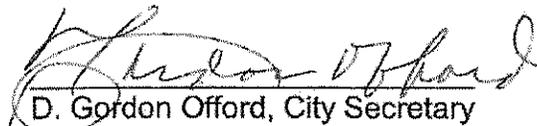
Section 1. That the facts and recitations in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the City Council does hereby grant the voluntary petition for inclusion by into the extraterritorial jurisdiction of the City the property attached in Exhibit A.

PASSED, APPROVED, and ADOPTED on this 19th day of May 2014.


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

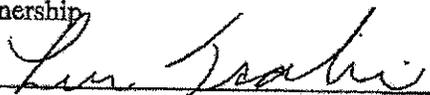
PETITION

1. The following terms shall have the following meanings in this Petition:
 - a. Landowner: The following entities: Igloo Partners #11, LP, Blimp Base Project, LP, Waller XYZ, LP, Katy I-10 Prairie Partners, LP, ML DEV LP, Waller County Road Improvement District #1 (who collectively own the land)

described on Exhibit "A".
 - b. Landowner's Address: 2310 Baker Road
Houston, Texas 77094
 - c. City: City of Fulshear
 - d. City's Address: P.O. Box 279
Fulshear, Texas 77471
 - e. Land: The real property described on Exhibit "A"
2. Landowner owns the Land described above. The Land is contiguous to the otherwise existing extraterritorial jurisdiction of the City of Fulshear.
3. Landowner hereby requests that the Land be included in the extraterritorial jurisdiction of the City of Fulshear.
4. If any portion of this Petition ever held to be invalid for any reason, then the remainder of this Agreement shall remain in full force and effect. In addition, and without limiting the generality of the foregoing, if any portion of this Agreement is ever held to be invalid as to any portion of the Land, then this Agreement shall remain in full force and effect as to the rest of the Land.

This written Agreement is the whole agreement of the parties concerning the subject matter of this Agreement. Neither party has received or relied on any oral or written representations, promises, or warranties, other than the statements in this written agreement.

Igloo Partners #11, LP, a Texas Limited Partnership

By: 

It's: MLR

Blimp Base Project, LP, a Texas Limited Partnership

By: M. Mag

It's Exec GP

Waller XYZ, LP, a Texas Limited Partnership

By: Lynn Taber

It's: man. G.P.

Katy I-10 Prairie Partners, LP, a Texas Limited Partnership

By: M. Mag

It's Exec GP

ML DEV LP, a Texas Limited Partnership

By: M. Mag

It's Member

Waller County Road Improvement District #1

By: James E. Stetson

It's _____

1403946

**STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS
AND
WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1
AND
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND
CERTAIN LANDOWNERS**

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of the Effective Date between the CITY OF FULSHEAR, TEXAS, a municipal corporation principally situated in Fort Bend County, Texas, acting through its governing body, the City Council of the City of Fulshear, Texas (the "City"), and WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 (the "District"), a conservation and reclamation district created by legislation codified as Chapter 3832, Texas Special District Local Laws Code and operating under Chapter 49, Texas Water Code and other applicable laws. The Development Agreement is entered into as of the Effective Date between the City of Fulshear, Texas and the Landowners as referenced below.

RECITALS

1. Texas Local Government Code, § 43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. This Agreement provides for the limited purpose annexation of area within the District ("LPA Area," more full defined below) by the City and includes provisions for full purpose annexation; and
3. As required by the Act, the City held public hearings on May 19, 2014 @ 7:00 PM, at 30603 FM 1093, Fulshear, Texas 77441 and on May 19, 2014 @ 7:15 PM, at 30603 FM 1093, Fulshear, Texas 77441, and the District held public hearings on May 19, 2014 @ 11:30 AM, 2014, at 30701 West Miller Road, Brookshire, Texas 77423 and on May 19, 2014 @ 11:45 AM, at 30701 West Miller Road, Brookshire, Texas 77423, at which hearings members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement; and
4. Notices of the date, time, location and purpose of the public hearings were given in accordance with §43.0751 (d) of the Act, and the City and the District made copies of the proposed Agreement available in accordance with the terms of the Act; and
5. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which the District will continue to exist for an

extended period of time after area with the District is annexed for limited purposes; Now therefore;

6. The City is authorized to enter into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code.

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
FINDINGS**

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and District and under which the District will continue to exist after area within the District is annexed for limited purposes or full purposes pursuant to this Agreement;
2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;
3. This Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits that are reasonable and equitable with regard to the benefits provided by the other Party;
4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and
5. The City and the District negotiated this Agreement by mutual consent; and the terms of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

**ARTICLE II
DEFINITIONS**

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code, § 43.0751 and any amendments thereto.

"Agreement" means this strategic partnership agreement between the City and the District.

"Board" means the Board of Directors of the District.

"City" means the City of Fulshear, Texas, a municipal corporation principally situated in Fort Bend County, Texas.

"City Council" means the City Council of the City or any successor governing body.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Development Agreement" means that portion of this agreement between the City and Landowners.

"District" means WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 (the "District"), a conservation and reclamation district created by legislation codified as Chapter 3832, Texas Special District Local Laws Code and operating under Chapter 49, Texas Water Code and other applicable laws.

"Effective Date" means the date when this Agreement has been signed by the District and the City.

"ETJ" means the extraterritorial jurisdiction of the City.

"Full Purpose Annexation Conversion Date" means the date on which territory of the District is incorporated within the full purpose boundaries of the City in accordance with this Agreement.

"Government Code" means the Texas Government Code and any amendments thereto.

"Landowners" means a person(s) that owns real property in the District.

"Local Government Code" means the Texas Local Government Code and any amendments thereto.

"LPA Area" means the area described in Exhibit A attached hereto and incorporated herein by this reference, save and except any area that is not within the jurisdiction of the City to annex for limited purposes.

"Party" or "Parties" means a party or the parties to this Agreement, being the City, the District and the Landowner.

"Sales and Use Tax" means the sales and use taxes of the City to be imposed in the District pursuant to the Act and this agreement.

"Tax Code" means the Texas Tax Code and any amendments thereto.

"Vesting Date" means Effective Date.

**ARTICLE III
LIMITED-PURPOSE ANNEXATION**

Section 3.01. Generally.

The Landowners shall file with the City petitions to extend the City's ETJ to cover the LPA. As soon as practicable following the approval and signing of this Agreement by the Parties, the City shall annex the LPA Area for limited purposes as authorized by this Agreement. The District consents to noncontiguous annexation as specifically authorized by subsection (r) of the Act.

Section 3.02. Powers and Functions Retained by the District.

During the period of limited purpose annexation, and except as limited by this Agreement, the District is authorized to exercise all powers and functions provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of future assets, liabilities, indebtedness, and obligations will remain the responsibility of the District until such time as full purpose annexation occurs or the District is abolished in accordance with this Agreement. City approval is not required for the District to exercise powers granted to it by state law, including powers relating to debts, liabilities, obligations, facilities, property and other functions authorized by law. The District agrees however to not issue new debt within 5 years of the end of the term of this agreement as referenced in Section 7.02 below without prior approval of the City. The maturity date for any additional bonds will not extend beyond the date as established in Section 7.02 without the approval of the City.

Section 3.03. Property Taxes and District Liability for Debts of the City

During the term of this Agreement, except as provided in Article VII: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

Section 3.04. Regulatory Provisions

(a) The following provisions govern the application of regulatory provisions within the District from and after the Effective Date:

(1) The County's ordinances, rules and regulations governing signs and outdoor advertising shall apply with the District. City shall have the right to make recommendations concerning signs and outdoor advertising within the District.

(2) Construction criteria for public streets shall be established by the engineer for the District for each use or project and must be constructed of concrete but in no event shall the criteria be less stringent than the Waller County road or street criteria. The City is not required to maintain any street or road within the District.

(3) Orders, rules and regulations governing subdivisions, platting, drainage, flood control, flood damage prevention, land development, construction and

related matters, as adopted by Waller County shall apply within the District rather than the City's regulations. The City is not required to maintain any of the above.

(4) Orders, rules and regulations of the District governing or relating to its facilities, services, operations, powers or functions shall apply within the District.

(5) Only the following laws, rules and regulations of the City to the extent they are enforceable within the City's ETJ shall apply:

To the extent allowed by law the Parties stipulate that The City may enforce its ordinances or the States nuisance ordinances or statutes within 5,000 feet of the City limits.

To the extent allowed by law the Parties stipulate that The City may enforce its ordinances or the States sexually orientated business ordinances within 5,000 feet of the City limits. (

(b) It is recognized that § 43.002, Texas Local Government and other statutes may allow uses of land to continue (and new uses of land to begin) after annexation in certain circumstances, and those uses would not be subject to prohibition by the City. For purposes of such statutes, the City and the District have determined that the effective date of annexation would be the Effective Date (as to limited purpose annexation).

(c) The District will file with the City a copy of each plat approved by Waller County for the LPA.

(d) The City is not required to provide drainage, flood control, flood damage prevention, water, waste water, fire, police or garbage services to the District.

(e) Neither the Landowner nor the District shall be required by the City to oversize any public improvements that are constructed to serve the Property to serve any areas outside of the Property; provided, however, the City and the Landowner or District may agree to oversizing such facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that either the Landowner or the District shall neither incur nor pay any costs related to the oversizing.

(f) The District will construct a water interconnect to either an adjacent municipal utility district's system or to adjacent City existing water lines at a location to be determined by the City. The interconnect will be made in accordance with sound engineering criteria. The Landowner will dedicate all easements on the Property necessary to construct the interconnect and the City will provide all off-site easements necessary to construct the interconnect; provided, however, that the interconnect will not be constructed in road right-of-way unless permanent easements in such right-of-way are acquired. Either the District or the Landowner will finance all design and construction costs for the interconnect, other than the costs associated with the acquisition of the necessary offsite easements to be acquired by the City. The interconnect will be made as development on the Property progresses.

(g) The District shall cause the applicable District engineer to provide written notice at least five (5) business days prior to any Waller County or Texas Commission on Environmental Quality inspections set forth herein. Either the District or Landowner shall provide to the City all inspections reports for property within the LPA as they are received by either. Neither the District nor the Landowner, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any roads, pavement, drainage, water and wastewater improvements or pay for any City inspection of any such public improvements.

(h) Waller County and the Texas Department of Transportation shall each approve the driveway access layout within the LPA in accordance with the design requirements and regulations adopted by such entity if such approval is required by such entity in accordance with its adopted rules, regulations, statutes, and ordinances. Either the Landowner or the District shall provide to the City all TXDOT issued permit or permits for the driveway access layout within the LPA.

ARTICLE IV SALES AND USE TAX, SERVICES, ETC.

Section 4.01. Imposition of the City's Sales and Use Tax.

Pursuant to Subsection (k) of the Act, the City shall impose its Sales and Use Tax within the LPA Area upon its limited-purpose annexation. The municipal secretary of the City shall send by United States registered or certified mail to the Comptroller a certified copy of the ordinance that adds the LPA Area and that shows the effective date of the boundary change. The Sales and Use Tax shall take effect on the date described in Tax Code, § 321.102.

Section 4.02. Payment of Sales and Use Tax to the District.

The City shall pay to the District the agreed portion of the Sales and Use Tax revenues generated within the boundaries of the District that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation. The agreed portion is indicated in **Exhibit B**, attached hereto and incorporated herein by reference. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 60 days after the close of each calendar quarter.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the District. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

To the extent they are available, the City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Tract with each payment referenced above.

Section 4.03. District Use of Sales and Use Tax Revenue.

(a) The District shall use the Sales and Use Tax revenue provided in Section 4.02 only for purposes for which the District is lawfully authorized to use its own revenues.

(b) As consideration of the receipt of funds from the City as described in this Agreement, the District shall continue to develop, to own, and to operate and maintain a water, wastewater, and drainage system in the District and shall take one or a combination of the following actions:

1. Accelerate the development of the water, wastewater and drainage system in the District (including the LPA Area) as necessary to encourage private investment in new construction in the District (including the LPA Area);
2. Accelerate reimbursements to developers for eligible infrastructure development to encourage such development in the District (including the LPA Area);
3. Lower the overall property tax rate to encourage additional investment and development within the District (including the LPA Area); and/or
4. Perform other District functions that might otherwise be diminished, curtailed, abbreviated or delayed by financial limitations.

The District agrees to operate and maintain water, wastewater, and drainage service to serve the District and the LPA Area at levels appropriate to the topography, land uses, demand, feasibility and related factors

(c) If applicable laws (existing or future) impose additional conditions, procedures or restrictions on the use of Sales and Use Tax Revenues paid to the District, the District shall be primarily responsible for complying with such laws. However, the District may request the assistance of the City in achieving or maintaining compliance, and the City agrees to provide reasonable assistance for that purpose. Such assistance may include, for example, meeting and conferring with the District and other agencies, approving or designating projects, reviewing and approving plans and specifications, reviewing and consenting to specific uses of funds, etc. If such laws forbid payment of some part of the Sales and Use Tax Revenues to the District, the City shall notify the District, hold the affected funds in an interest-bearing account and apply the affected funds (with interest) as the District may request in accordance with applicable laws.

Section 4.04. District Audit Rights.

The District may audit the Sales and Use Tax collections by the City to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's

regular business hours by an auditor hired by the District on thirty (30) days written notice to the City.

Section 4.05. City Audit Rights.

The City may audit the District's expenditures made with the Sales and Use Tax revenue paid under Section 4.02 to determine whether the expenditures have been made by the District in accordance with Section 4.03. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on thirty (30) days written notice to the District.

**ARTICLE V
INTENTIONALLY LEFT BLANK**

**ARTICLE VI
MATERIAL BREACH, NOTICE
AND REMEDIES**

Section 6.01. Material Breach of Agreement.

(a) It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. A material breach of this Agreement by the District includes any one or more of the following:

1. Failure of the District to allow annexation of the District for limited purposes as authorized by this Agreement; or
2. Failure of the District to operate and maintain the District's water, sewer, and drainage facilities as provided in Article IV.

(b) A material breach of this Agreement by the City includes any one or more of the following:

1. Any attempt by the City to annex any portion of the District for full purposes under circumstances not allowed by this Agreement; or
2. Failure of the City to pay to the District the District's share of the Sales and Use Tax, as provided in Article IV; or
3. Failure of the City to carry out its other obligations under this Agreement.

If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

Section 6.02. Notice of District's Breach.

(a) The City shall notify the District in writing of an alleged material failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

(d) If a failure to comply that is defined as a material breach has occurred, is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 6.04(A).

Section 6.03. Notice of City's Breach.

(a) The District shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

(c) If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

(d) If a failure to comply that is defined as a material breach has occurred, is not excusable and has not been or will not be cured by the City in a manner and in

accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 6.04(B).

Section 6.04. Remedies.

(a) If the District has committed a material breach of this Agreement, and the breach has not been cured after notice as provided in this Article, the City may file suit in a court of competent jurisdiction in Waller County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate and injunctive relief. Governmental immunity is specifically waived for injunctive relief.

(b) If the City has committed a material breach of this Agreement, and the breach has not been cured after notice as provided in this Article, the District may file suit in a court of competent jurisdiction in Waller County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate and injunctive relief. Governmental immunity is specifically waived for injunctive relief.

**ARTICLE VII
BINDING AGREEMENT, TERM,
AND AMENDMENT**

Section 7.01. Beneficiaries.

This Agreement binds and inures to the benefit of the Parties, their successors and assigns as well as Llandowner(s) and residents of the District. The District shall record this Agreement with the County Clerk in the Official Records of Waller County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act. The terms of this Agreement shall constitute covenants running with the land comprising the LPA and shall be binding on all future Landowners.

Section 7.02. Term.

This Agreement commences and binds the Parties on the Effective Date and continues for an initial term ending at 11:59 PM on December 31, 2044, unless sooner terminated as specifically allowed by this Agreement. If full purpose annexation does not occur upon the expiration of the initial term, the term is extended for successive one-year terms until conversion to full purpose annexation occurs. The District agrees to notify the City 90 days in advance of a proposed dissolution of the District. The District agrees not to dissolve while there remains outstanding bonds or debt of the District.

Section 7.03. Amendment.

The Parties by mutual written consent may amend the terms of this Agreement at any time.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01. Notice.

Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

With a copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX 77024

District: Waller County Road Improvement District No. 1
C/O Germer PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701
409-654-6700
Attn: Mr. Guy Goodson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 8.02. Time.

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.03. Severability.

In the event any clause, phrase, provision, sentence or part of this Agreement or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional. However, if any such judgment or holding substantially impairs a right or benefit expected by the District under this Agreement, the District shall have the right to: (i) seek equitable reformation of this Agreement, or (ii) terminate this Agreement as provided in Section 6.05 (relating to special termination).

Section 8.04. Waiver.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05. Applicable Law and Venue.

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Waller County, Texas.

Section 8.06. Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 8.07. Further Documents.

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. It is currently contemplated that the Parties will add additional land and full purpose 1,000' wide annexation provisions to this Agreement and the Parties agree to work in good faith to accomplish such.

Section 8.08. Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 8.09. Effect of State and Federal Laws.

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and any other provisions implementing such statutes or regulations.

Section 8.10. Authority for Execution.

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the City Council. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1

Date signed: 5/28/14

By: *Kerwin E. Stalock*
President, Board of Directors

ATTEST:

[Signature]

Secretary, Board of Directors
Tax ID No. _____

CITY OF FULSHEAR, TEXAS

Date signed: _____

By: _____
Thomas C. Kuykendall, Jr., Mayor

ATTEST:

D. Gordon Offord, City Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

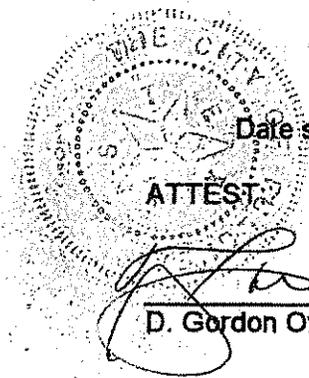
WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1

Date signed: _____ By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors
Tax ID No. _____

CITY OF FULSHEAR, TEXAS



Date signed: 5-19-2014 By: Thomas C. Kuykendall, Jr.
Thomas C. Kuykendall, Jr., Mayor

D. Gordon Offord
D. Gordon Offord, City Secretary

Landowners:

Igloo Partners #11, LP, a Texas Limited Partnership

By: Louie Tsakiri

It's: _____

Blimp Base Project, LP, a Texas Limited Partnership

By: M. Mag

It's: _____

Waller XYZ, LP, a Texas Limited Partnership

By: Louie Tsakiri

It's: _____

Katy I-10 Prairie Partners, LP, a Texas Limited Partnership

By: M. Mag

It's: _____

ML DEV LP, a Texas Limited Partnership

By: M. Mag

It's: _____

Waller County Road Improvement District No. 1

By: Kevin E. Stobch

It's: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this 28th day of May, 2014, by Louis Tsakiris, as Manager of Igloo Partners #11, LP, a Texas Limited Partnership

Notary Public in and for the State of Texas



Misty G. Muse

(NOTARY SEAL)

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this 28th day of May, 2014, by Mike Magness, as President of Blimp Base Project, LP, a Texas Limited Partnership.

Notary Public in and for the State of Texas



(NOTARY SEAL)

Misty G. Muse

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this 28th day of May, 2014, by Louis Tsakiris, as Manager of Waller XYZ, LP, a Texas Limited Partnership.



Notary Public in and for the State of Texas

Misty G. Muse

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me this 28th day of May, 2014, by Mike Magness, as President of Katy I-10 Prairie Partners, LP, a Texas Limited Partnership.

Notary Public in and for the State of Texas



Misty G. Muse

(NOTARY SEAL)

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this 28th day of May, 2014, by Mike Magness, as President of ML DEV LP, a Texas Limited Partnership.

Notary Public in and for the State of Texas



(NOTARY SEAL)

Misty G. Muse

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this 28th day of May, 2014, by Kevin E. Staloch, as the Board President of Waller County Road Improvement District No. 1.

Notary Public in and for the State of Texas



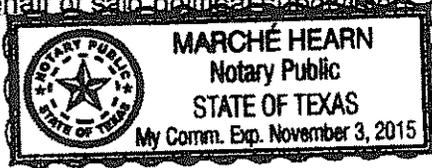
(NOTARY SEAL)

Misty G. Muse

STATE OF TEXAS §

COUNTY OF Waller §

This instrument was acknowledged before me this 28th day of May, 2014, by Kevin Staloch, as President, and Robert Spears as Secretary, of Waller County Road Improvement District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.



Notary Public in and for the State of Texas

Marché Hearn

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF Waller §

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Notary Public in and for the State of Texas

Marché Hearn

(NOTARY SEAL)

WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1

**METES AND BOUNDS DESCRIPTION
OF 924.6157 ACRES OF LAND
IN THE H. & T. C. R.R. CO. SURVEY, SECTION 101, A-168
THE H. & T. C. R.R. CO. SURVEY, SECTION 103, A-169,
THE J.G. BENNETT SURVEY, SECTION 104, A-292
AND THE H.H PENNINGTON SURVEY, SECTION 76, A-322
WALLER COUNTY, TEXAS**

TRACT 1

FIELD NOTES FOR A 11.8975 ACRE TRACT OF LAND BEING PART OF A 31.6118 ACRE TRACT OF LAND IN THE H&TC RAILROAD COMPANY SURVEY, SECTION 103, ABSTRACT 169, WALLER COUNTY, TEXAS, SAID 31.6118 ACRE TRACT BEING THAT CERTAIN CALLED 31.6120 ACRE TRACT IN DEED TO K-B MANAGEMENT PARTNERS, LTD., RECORDED IN VOLUME 305, PAGE 361, DEED RECORDS, WALLER COUNTY, TEXAS, AND FURTHER DESCRIBED IN VOLUME 236, PAGE 630, DEED RECORDS, WALLER COUNTY, TEXAS, BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON G.P.S. OBSERVATIONS OF TRIANGULATIONS STATION "BROOKSHIRE", DISTANCES ARE GEODETIC, SCALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 1983;

COMMENCING at a 3/4 inch iron pipe found in the east line of Igloo Road (80-foot wide) at the southwest corner of the K-B Management Partners, LTD., called 39.581 acre tract (Tract 2), recorded in Volume 305, Page 361, Deed Records, Waller County, Texas, and further described in Volume 235, Page 43, Deed Records, Waller County, Texas. surveyed this date as 39.3537 acres, same being the northwest corner of the K-B Management Partners, LTD. called 161.383 acre tract (Tract 2), surveyed this date as 161.8245 acres, recorded in Volume 305, Page 361, Deed Records, Waller County, Texas, said point bears North 87 degrees 55 minutes 48 seconds East, 11.5 feet from the southwest corner of the H&TC Railroad Company Survey, Section 103, Abstract 169, same being the northwest corner of the J. G. Bennett Survey, Abstract 292 (Section 104);

THENCE North 87 degrees 55 minutes 48 seconds East, along the common line of the H&TC Railroad Company Survey, Section 103, Abstract 169, and the J.G. Bennett Survey, Abstract 292 (Section 104), and the south line of said adjoining called 39.581 acre K-B Management Partners, LTD tract, 3.135.06 feet to a 1-1/4 inch iron pipe found on said line for the southwest corner of and; Place of Beginning of the herein described 11.8975 acre tract of land, same being the southeast corner of said adjoining K-B Management Partners, LTD. called 39.581 acre tract, surveyed this date as 39.3537 acres, and being in the north line of a certain adjoining Pennzoil Exploration and Production Company called 142 acre tract, recorded in Volume 464, Page 271, Deed Records, Waller County, Texas;

THENCE North 02 degrees 00 minutes 55 seconds West along the common line of the herein described 11.8975 acre tract and the aforementioned adjoining called 39.581 acre K-B Management Partners, LTD tract, surveyed this date as 39.3537 acres (called North 02 degrees 01 minute West, 540.4 feet) for a distance of 541.97 feet to a 1/2 inch iron pipe found on the south right-of-way line of Interstate Highway 10 for the northwest corner of the herein described 11.8975 acre tract, same being the northeast corner of said adjoining 39.581 acre K-B Management Partners, LTD tract, said point having coordinates of Y13,844,652.304, X 2,954,875.326;

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THENCE North 88 degrees 15 minutes 42 seconds East, along the north line of the herein described 11.8975 acre tract, being the south line of Interstate Highway 10 (called North 87 degrees 58 minutes 56 seconds East, for a distance of 956.25 feet; being the northeast-most corner of the herein described 11.8975 acre tract of land,

THENCE South 02 degrees 33 minutes 46 seconds East (called South 02 degrees 15 minutes East, along the east line of the herein described tract, on said common line for the southeast-most corner of the herein described 11.8975 acre tract of land;

THENCE South 87 degrees 53 minutes 32 seconds West along the south line of the herein described tract, being the common line between the H&TC Railroad Company Survey, Section 103, Abstract 169, and the J.G. Bennett Survey, Abstract 292 (Section 104), same being the north line of the aforementioned adjoining Pennzoil Exploration and Production Company called 142 acre tract (called South 87 degrees 43 minutes 39 seconds West, 956.25 feet) for a distance of 956.25 feet to the Place of Beginning containing 11.897 acres of land, more or less.

TRACT 2

FIELD NOTES FOR 39.3537 ACRE TRACT OF LAND IN THE H&TC RAILROAD COMPANY SURVEY, SECTION 103, ABSTRACT 169, WALLER COUNTY, TEXAS, SAID 39.3537 ACRE TRACT BEING THAT CERTAIN CALLED 39.58 1 ACRE TRACT (TRACT 2) IN DEED TO K-B MANAGEMENT PARTNERS, LTD., RECORDED IN VOLUME 305, PAGE 361, DEED RECORDS, WALLER COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 235, PAGE 43, DEED RECORDS, WALLER COUNTY, TEXAS, BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON G.P.S. OBSERVATIONS FROM TRANGULATION STATION "BROOKSHIRE", DISTANCES ARE GEODETIC, SCALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 1983;

BEGINNING at a 3/4 inch iron pipe found on the east line of Igloo Road (80 feet right-of-way) for the southwest corner and Place of Beginning of the herein described 39.3537 acre tract of land, said point being North 87 degrees 55 minutes 48 seconds East, 11.5 feet from the southwest corner of the aforementioned H&TC Railroad Company Survey, Section 103, Abstract 169, same being the northwest corner of the J.G. Bennett Survey, Abstract 292 (Section 104), said beginning point also being the

northwest corner of an adjoining 161.8245 acre tract (called 161.383 acres), surveyed by the undersigned this date, being in deed to KB Management Partners, LTD., recorded in Volume 305, Page 361, Deed Records, Waller County, Texas, said point having coordinates Y=3,843,997.417, X=2,951,761.369;

THENCE North 01 degrees 50 minutes 00 seconds West along the east line of Igloo Road being the west line of the herein described tract (called North 00 degrees 14 minutes 57 seconds West, 125.66 feet) for a distance of 125.66 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line for an angle point;

THENCE North 06 degrees 04 minutes 27 seconds East continuing along the west line of the herein

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described tract (called North 07 degrees 39 minutes 20 seconds East, 438.71 feet) for a distance of 438.71 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set at the point of intersection of said line with the south right-of-way line of Interstate Highway 10 for the northwest corner of the herein described 39.3537 acre tract of land;

THENCE North 88 degrees 15 minutes 54 seconds East along the south right-of-way line of Interstate Highway 10, being the north line of the herein described tract (called North 89 degrees 44 minutes 20 seconds East, 3,073.79 feet) for a distance of 3,072.96 feet to a 1/2 inch iron pipe found on said line for the northeast corner of the herein described 39.3537 acre tract of land, same being the northwest corner of an adjoining K-B Management Partners, LTD., called 31.6120 acre tract, surveyed this date as 31.6118 acres, recorded in Volume 305, Page 361 (Deed Description in Volume 236, Page 630), Deed Records, Waller County, Texas, said point having coordinates of $Y = 13,844,652.304$, $X = 2,954,875.326$;

THENCE South 02 degrees 00 minutes 55 seconds East along the common line of the herein described 39.3537 acre tract and the aforementioned adjoining 31.6118 acre tract surveyed this date (called South 00 degrees 34 minutes 45 seconds East, 547.87 feet) for a distance of 541.97 feet to a 1-1/4 inch iron pipe found at the point of intersection of said line with the common line of the aforementioned H&TC Railroad Company Survey, Section 103, Abstract J69, and the J.G. Bennett Survey, Abstract 292 (Section 104), the southeast corner of the herein described 39.3537 acre tract, same being the southwest corner of the aforementioned adjoining 31.6118 acre tract surveyed this date, said point also being in the north line of an adjoining Pennzoil Exploration and Production Company called 142 acre tract, recorded in Volume 464, Page 271, Deed Records, Waller County, Texas, said point having coordinates of $Y = 13,844,110.6650$, $X = 2,954,894.385$;

THENCE South 87 degrees 55 minutes 48 seconds West along the common line of the B&TC Railroad Company Survey, Section 103, Abstract 169, and the J.G. Bennett Survey, Abstract 292 (Section 104), being the north line of the aforementioned Pennzoil Exploration and Production Company called 142 acre tract, at 244.24 feet pass the northwest corner of said adjoining called 142 acre Pennzoil Exploration and Production Company tract, same being the upper northeast corner of a certain adjoining called 261.7841 acre tract conveyed to Margene West Lloyd and W.R. Lloyd, Jr., recorded in Volume 303, Page 584, Deed Records, Waller County, Texas, at 324.24 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line being the upper northwest corner of said adjoining called 261.7841 acre Lloyd tract, same being the northeast corner of the aforementioned adjoining K-B Management Partners, LTD. called 161.383 acre tract (Tract 3), and continue along said line (called North 89 degrees 30 minutes 50 seconds West, 3,137.31 feet) for a distance of 3,135.06 feet to the Place of Beginning, containing 39.3537 acres of land, more or less.

TRACT 3

FIELD NOTES FOR A 161.8245 ACRE TRACT OF LAND IN THE J.G. BENNETT SURVEY, ABSTRACT 292 (SECTION 104), WALLER COUNTY, TEXAS, SAID 161.8245 ACRE TRACT BEING THAT CERTAIN CALLED 161.383 ACRE TRACT (TRACT 3) IN DEED TO K-B MANAGEMENT PARTNERS LTD. RECORDED IN VOLUME 305, PAGE 361, DEED RECORDS, WALLER COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 236, PAGE 223, DEED RECORDS, WALLER COUNTY, TEXAS. BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON G.P.S. OBSERVATIONS OF TRIANGULATION STATION "BROOKSHIRE" DISTANCES ARE GEODETIC, SCALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 1983;

BEGINNING at a 3/4 inch iron pipe found on the east line of Igloo Road (80 feet wide) for the north west corner and Place of Beginning of the herein described 161.8245 acre tract of land, same being a southwest corner of an adjoining called 39.581 acre tract (surveyed by the undersigned this date as 39.3537 acres) conveyed to K-B Management Partners, LTD. recorded in Volume 305, Page 361, and further described in Volume 235, Page 43,

Page 4 WALLER COUNTY ROAD IMPROVEMENT DISTRICT #I

Deed Records, Waller County, Texas, said beginning point having coordinates of Y=13,843,997.417, X=2,951,761.369, said point being North 87 degrees 55 minutes 48 seconds East 11.5 feet from the southwest corner of the H&TC Railroad Company Survey, Section 103, Abstract 169, same being the northwest corner of the J.G. Bennett Survey, Abstract 292 (Section 104);

THENCE North 87 degrees 55 minutes 48 seconds East, along the common line of the aforementioned H&TC Railroad Company Survey, Section 103, and the J.G. Bennett Survey, Abstract 292 (Section 104), being the common line between the herein described 161.8245 acre tract and said adjoining called 39.581 acre K-B Management Partners tract, (called North 89 degrees 30 minutes 50 seconds East, 2,813.08 feet) for a distance of 2,810.83 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line for the northeast corner of the herein described 161.8245 acre tract of land, same being the most northerly northwest corner of the adjoining Margene West Lloyd and W. R. Lloyd, Jr. called 261.7841 acre tract, recorded in Volume 303, Page 584, Deed Records, Waller County, Texas;

THENCE South 02 degrees 36 minutes 59 seconds East along the east line of the herein described tract, same being the upper west line of the aforementioned adjoining called 261.7841 acre Lloyd tract (called South 00 degrees 37 minutes 04 seconds East, 2,482.08 feet) for a distance of 2,493.17 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described 161.8245 acre tract of land, same being a re-entry corner to the aforementioned adjoining called 261.7841 acre Lloyd tract, said point having coordinates Y=13,841,608.37995, X=2,954,684.177568;

THENCE South 88 degrees 02 minutes 01 second West along the south line of the herein described tract, being the lower north line of the aforementioned adjoining called 261.7841 acre Lloyd tract (called South 89 degrees 30 minutes West, 2,850.65 feet), for a distance of 2,850.00 feet to a 1/2 inch iron pipe found on the east line of Igloo Road (80 feet) for the southwest corner of the herein described 161.8245 acre tract, same being the lower northwest corner of the aforementioned adjoining called 261.7841 acre Lloyd tract;

THENCE North 01 degree 42 minutes 56 seconds West, along the east line of Igloo Road and the west line of the herein described tract (called North 00 degrees 14 minutes 57 seconds West, 2,482.97 feet) for a distance of 2,487.95 feet to the Place of Beginning, containing 161.8245 acres of land, more or less.

TRACT 4

All that certain 168.7 acres of land, which is the 168.665 acre tract described in the deed from Shasta Minerals, Inc. et al to WALLER XYZ, L.P. recorded under Volume 1079, Page 500, in the Deed Records of Waller County, Texas, in the H. & T.C. R.R. Co. Survey Section 101, A-168, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83)

BEGINNING at a 3/4" iron rod found for the northeast corner of the LOIS BROOKSHIRE ADDITION, according to the plat thereof, recorded under Volume 1180, Page 584, in the Official Public Records of Waller County, Texas, common to the most northerly northwest corner of said 168.665 acre tract, and the northwest corner of the herein described tract, in the south right-of-way line of Interstate Highway No. 10 (320' R.O.W.);

THENCE North 88° 17' 10" East - 873.37', along said south right-of-way line, to an angle corner of said 168.665 acre tract, common to an angle corner of the herein described tract;

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THENCE South $85^{\circ} 10' 15''$ East - 85.88' to the Point of Curvature of a curve to the right, having a central angle of $43^{\circ} 37' 17''$, a radius of 660.00', and a chord bearing and distance of South $63^{\circ} 21' 37''$ East - 490.43';

THENCE along said curve to the right, an arc distance of 502.48' to the end of curve;

THENCE South $41^{\circ} 32' 58''$ East - 175.00' to the Point of Curvature of a curve to the left, having a central angle of $46^{\circ} 09' 30''$, a radius of 550.00', and a chord bearing and distance of South $64^{\circ} 37' 43''$ East - 431.20';

THENCE along said curve to the left, an arc distance of 443.09' to the end of curve, in the west right-of-way line of Iglóo Road (80' R.O.W.);

THENCE South $01^{\circ} 42' 50''$ East— 2622.78' along said west right-of-way line, to the southeast corner of aforesaid 168.665 acre tract, common to the southeast corner of the herein described tract;

THENCE South $88^{\circ} 03' 13''$ West - 3980.18' to the southwest corner of said 168.665 acre tract, common to the southwest corner of the herein described tract;

THENCE North $01^{\circ} 59' 15''$ West - 424.90' to a $3/4''$ iron rod found for the southwest corner of aforesaid LOIS BROOKSHIRE ADDITION, common to the most westerly northwest corner of the herein described tract;

THENCE North $64^{\circ} 30' 09''$ East - 2604.41' to a $3/4''$ iron rod found for the southeast corner of said LOIS BROOKSHIRE ADDITION, common to an angle corner of the herein described tract;

THENCE North $11^{\circ} 06' 25''$ West - 1760.74' to the POINT OF BEGINNING of the herein described tract and containing 168.7 acres of land,

TRACT 5

All that certain 79.24 acres of land, out of the 279.2420 acre tract described in the deed from Shasta Minerals, Inc. to Waller XYZ LP recorded under Volume 1079, Page 510, in the Deed Records of Waller County, Texas, in the H.H. Pennington Survey, Section 76, A-322, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83)

BEGINNING at a $3/4''$ iron pipe found for the southeast corner of said 279.2420 acre tract, common to the southeast corner of the herein described tract;

THENCE South $88^{\circ} 05' 50''$ West - 1939.70', along the north line of the 280.3406 acre tract described in the deed from K-B Management Partners, Ltd. to Dixie Farm Partners, LLP, recorded under Volume 817, Page 027 of the Deed Records of Waller County, Texas, common to the south line of said 279.2420 acre tract, to the southwest corner of the herein described tract, from which a $1/2''$ iron pipe found for the southwest corner of said 279.2420 acre tract bears South $88^{\circ} 05' 50''$ West - 4101.12';

Page 6 - WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1

THENCE North $01^{\circ} 54' 20''$ West - 1778.78' to the northwest corner of the herein described tract, in the north line of said 279.2420 acre tract;

THENCE North $88^{\circ} 03' 13''$ East - 1939.76', along said north line, to the northeast corner of the herein described tract, common to the northeast corner of said 279.2420 acre tract;

THENCE South $01^{\circ} 54' 14''$ East - 1780.26, along the east line of said 279.2420 acre tract, to the POINT OF BEGINNING of the herein described tract and containing 79.24 acres of land.

TRACT 6

All that certain 263.6 acres of land, out of the 280.3406 acre tract described in the deed from K-B Management Partners, Ltd. to Dixie Farm Partners, LLP. recorded under Volume 817, Page 027 of the Deed Records of Waller County, Texas, in the H.H. Pennington Survey, Section 76, A-322, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83)

BEGINNING at a 5/8" iron rod with "Kalkomey" cap found for the southwest corner of said 280.3406 acre tract, in the east right-of-way line of Woods Road (80' R.O.W.);

THENCE North $02^{\circ} 34' 24''$ West - 2028.33', along the west line of said 280.3406 acre tract, common to said east right-of-way line, to a 1/2" iron pipe found for the northwest corner said 280.3406 acre tract, common to the southwest corner of the 279.2420 acre tract described in the deed from Shasta Minerals, Inc. to Waller XYZ LP recorded under Volume 107, Page 510, in the Deed Records of Waller County, Texas, and the northwest corner of the herein described tract;

THENCE North $88^{\circ} 05' 50''$ East - 6040.82', along the north line of said 280.3406 acre tract, common to the south line of said 279.2420 acre tract, to a 3/4" iron pipe found for the northeast corner of the herein described tract;

THENCE South $01^{\circ} 54' 14''$ East - 1226.56', along the east line of said 280.3406 acre tract, to the most easterly southeast corner of the herein described tract, in the approximate Waller county line;

THENCE South $64^{\circ} 32' 15''$ West - 1996.05', along said approximate county line, to the most southerly southeast corner of the herein described tract, from which a 3/4" iron pipe found for the southeast corner of said 280.3406 acre tract bears North $88^{\circ} 02' 43''$ East - 1829.68';

THENCE South $88^{\circ} 02' 43''$ West - 4187.43', along the south line of aforesaid 280.3406 acre tract, common to the north right-of-way line of Jordan Road (60' R.O.W.), to the POINT OF BEGINNING of the herein described tract and containing 263.6 acres of land.

TRACT 7

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 200.033 ACRES (8,713,438 SQUARE FEET) SITUATED IN THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, WALLER COUNTY, TEXAS, OUT OF AND A PART OF A CALLED 279.2420 ACRE TRACT OF LAND, BEING THAT SAME TRACT OF LAND IN DEED TO K-B MANAGEMENT PARTNERS, LTD., (CALLED 279.0613 ACRES) RECORDED IN VOLUME 331, PAGE 205, DEED RECORDS, WALLER COUNTY, TEXAS, (BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON GPS. OBSERVATIONS OF TRIANGULATION STATION "BROOKSHIRE", DISTANCES ARE GEODETIC, SCALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE NAD 1983;

BEGINNING AT A 1/2 INCH IRON PIPE FOUND ON THE EAST RIGHT-OF-WAY LINE OF WOODS ROAD (80 FEET DE) FOR THE SOUTHWEST CORNER AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, ALSO BEING THE NORTHWEST CORNER OF AN ADJOINING CALLED 280.3984 ACRE TRACT, BEING THE K-B MANAGEMENT PARTNERS, LTD., CALLED 280.3984 ACRE TRACT, RECORDED IN VOLUME 146, PAGE 864, DEED RECORDS, WALLER COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 05 MINUTES 35 SECONDS EAST, ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND THE AFOREMENTIONED ADJOINING 280.3406 ACRE TRACT A DISTANCE OF 4101.73 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 54 MINUTES 20 SECONDS WEST, ACROSS SAID CALLED 279.2420 ACRE TRACT A DISTANCE OF 1778.63 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, IN THE SOUTH LINE OF THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, ABSTRACT 168, SAME BEING THE SOUTH LINE OF AN ADJOINING CALLED 293.00 ACRE TRACT, (CALLED 292.27 ACRES) IN DEED TO K-B MANAGEMENT PARTNERS, LTD, RECORDED IN VOLUME 0627, PAGE 835, OFFICIAL RECORDS, WALLER COUNTY, TEXAS;

THENCE SOUTH 88 DEGREES 03 MINUTES 07 SECONDS WEST, ALONG THE COMMON LINE OF THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, AND THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, ABSTRACT 168, BEING THE SOUTH LINE OF THE AFOREMENTIONED ADJOINING 293.00 ACRE TRACT A DISTANCE OF 1946.94 FEET TO A 1/2 INCH IRON PIPE WITH CAP MARKED "KALKOMEY SURVEYING" FOUND FOR ARE-ENTRY CORNER TO THE HEREIN DESCRIBED TRACT, BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED ADJOINING 293.00 ACRE TRACT AND BEING AN "L" CORNER IN THE

NORTH LINE OF THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, AND THE SOUTHWEST CORNER OF THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, ABSTRACT 168;

THENCE NORTH 01 DEGREES 59 MINUTES 21 SECONDS WEST, ALONG THE COMMON LINE OF THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, AND THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, A DISTANCE OF 653.43 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING A SOUTHEAST CORNER OF THE WOODS FAMILY TRUST

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CALLED 87.25 ACRE TRACT, RECORDED IN VOLUME 0529, PAGE 745, OFFICIAL RECORDS, WALLER COUNTY, TEXAS, AND BEING A SOUTHEAST CORNER OF THE T.S. REESE SURVEY, ABSTRACT 330;

THENCE SOUTH 88 DEGREES 14 MINUTES 48 SECONDS WEST, ALONG THE COMMON LINE OF THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, AND THE T.S. REESE SURVEY, ABSTRACT 330, BEING THE UPPER NORTH LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTH LINE OF THE WOODS FAMILY TRUST CALLED 87.25 ACRE TRACT A DISTANCE OF 2,053.29 FEET TO THE EAST LINE OF SAID WOODS ROAD FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING IN A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 25 SECONDS, A RADIUS OF 1,172.78 FEET, AN ARC LENGTH OF 11.74 FEET, HAVING A CHORD BEARING OF SOUTH 14 DEGREES 59 MINUTE 20 SECONDS WEST, 11.74 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 14 DEGREES 50 MINUTES 42 SECONDS WEST CONTINUING ALONG THE EAST LINE OF WOODS ROAD A DISTANCE OF 249.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17 DEGREES 29 MINUTES 23 SECONDS, A RADIUS OF 1,098.36 FEET, AN ARC LENGTH OF 335.28 FEET, HAVING A CHORD BEARING SOUTH 06 DEGREES 27 MINUTES 46 SECONDS WEST, 333.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 37 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF WOODS ROAD A DISTANCE OF 1,855.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 200.033 ACRES (8,713,438 SQUARE FEET) OF LAND, MORE OR LESS.

TRACTS 1,2,3,4,5,6 AND 7 FORMING AN AGGREGATE TOTAL OF 924.6157

TRACTS 1-7 WERE PREPARED UNDER 22TAC-663.21 AND DO NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT "B"

The following schedule outlines the amount of sales and use tax collected within the boundaries of the property described on Exhibit A, that shall be paid to Waller County Road Improvement District No. 1:

YEARS 1-5	90%
YEARS 6-10	80%
YEARS 11-15	70%
YEARS 16-20	60%
YEARS 21-25	50%
YEARS 26 until dissolution	50%

1403946

FILED FOR RECORD

14 JUN 20 PM 12:46

DEBBIE HOLLAN
COUNTY CLERK
WALLER COUNTY, TX.

Stephanie Compere DEPUTY

133.00
10.00
1.00
<hr/>
144.00 pd

GERMER PLLC
P.O. BOX 4915 • BEAUMONT, TX 77704

**THE STATE OF TEXAS
COUNTY OF WALLER**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Debbie Hollan

County Clerk, Waller County, Texas

ORDINANCE NO. 2014-1143

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NUMBER 2012-1058; PROVIDING FOR THE EXEMPTION OF CERTAIN PROPERTIES WITHIN THE CITY'S EXTRA-TERRITORIAL JURISDICTION FROM THE PROVISIONS OF THE CITY'S SIGN ORDINANCE; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas ("City"), has recently annexed a large portion of land in Waller County making up a portion of the Waller County Road Improvement District #1, which is a property consisting of primarily industrial use into the City's extraterritorial jurisdiction; and

WHEREAS, the City's current Sign Ordinance fails to provide adequate design specifications for such use; and

WHEREAS, the City is desirous of ensuring continuity of regulations for such properties located outside the boundaries of Fort Bend County; and

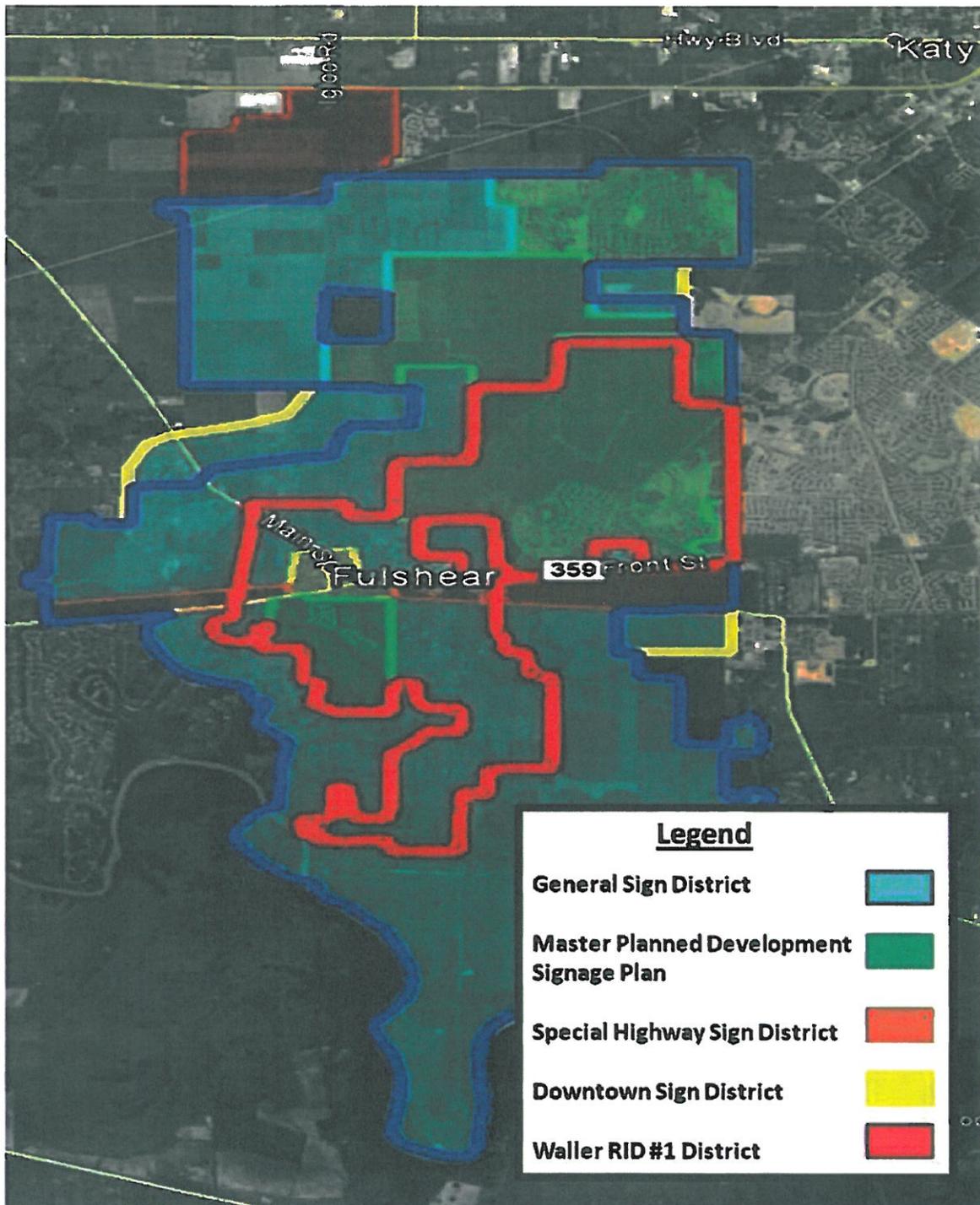
WHEREAS, the City has agreed that the governing body of the Waller County Road Improvement District #1 shall regulate the signage within its boundaries;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That Ordinance No. 2012-1058 is hereby amended to read:

1. Section 3.0 shall include the revised map as shown:



2. Section 4.0 shall be include the following:

"6) **Waller County Road Improvement District:** those properties located within the area voluntarily annexed into the City's Extra-Territorial Jurisdiction under Ordinance No. 2014-1142 consisting of property located primarily within the Boundaries of the Waller County Road Improvement District #1 are hereby exempted from the provisions of this Ordinance.

Section 3. Severability.

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. Penalty.

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

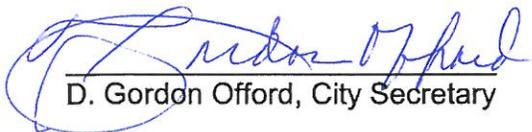
Section 5. Effective date.

This Ordinance shall become effective when published as required by law.

PASSED and **APPROVED** this, the 19th day of MAY, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1144

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NUMBER 2013-1091; PROVIDING FOR THE EXEMPTION OF CERTAIN PROPERTIES WITHIN THE CITY'S EXTRA-TERRITORIAL JURISDICTION FROM THE PROVISIONS OF THE CITY'S SUBDIVISION ORDINANCE; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas ("City"), has recently annexed a large portion of land in Waller County making up a portion of the Waller County Road Improvement District #1, which is a property consisting of primarily industrial use into the City's extraterritorial jurisdiction; and

WHEREAS, the City's current Subdivision Ordinance fails to provide adequate design specifications for such use; and

WHEREAS, the City is desirous of ensuring continuity of regulations for such properties located outside the boundaries of Fort Bend County; and

WHEREAS, the City has reviewed the standards for platting and design requirements in the Subdivision of Waller County and holds those standards as adequate for the safe and orderly development of this particular section of the City's Extra-Territorial Jurisdiction; and

WHEREAS, amending the Ordinance to exempt the property detailed in the annexation of Waller County Road Improvement District #1 from certain requirements listed within the City's existing Subdivision Ordinance will aid in expediency and continuity of the property's development;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That Ordinance No. 2013-1091 is hereby amended to include Subsection F under Section 4 to read:

"F. Those properties voluntarily annexed into the City's Extra-Territorial Jurisdiction under Ordinance No. 2014-1142 and consisting of property located primarily within the Boundaries of the Waller County Road Improvement District #1 are hereby exempted from the provisions of this Ordinance. To ensure coordination, continuity and orderly development the City shall accept those standards for platting and construction design as set forth in the Waller County Subdivision and Development Regulations effective as of April 1, 2013 as adequate and acceptable to the City. Therefore all platting for said property shall occur with Waller County and said plats shall be accepted by the City on approval by the Waller County Commissioner's Court. Further, all roads and infrastructure shall comply with the construction design standards

as set forth in the Waller County Subdivision and Development Regulations effective as of April 1, 2013 and the Brookshire Katy Drainage District.

Section 3. *Severability.*

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

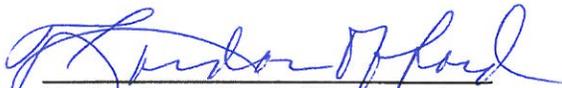
Section 5. *Effective date.*

This Ordinance shall become effective when published as required by law.

PASSED and **APPROVED** this, the 19th day of MAY, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1145

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ADOPTING A STRATEGIC PARTNERSHIP AGREEMENT AND DEVELOPMENT AGREEMENT WITH WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 WHICH PROVIDES FOR LIMITED PURPOSE ANNEXATION AND INCLUDES PROVISIONS FOR CONVERSION TO FULL PURPOSE ANNEXATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fulshear, Texas ("City") desires to enter into a strategic partnership agreement with the Waller County Road Improvement District No. 1 ("District") pursuant to Texas Local Government Code Sec. 43.0751

WHEREAS, the City finds all procedural requirements of state law for the adoption of the agreement have been met including the requirements of the Local Government Code regarding notice and public hearings; and

WHEREAS, the City held the required public hearings on May 19, 2014 at 7:00 pm at 30603 FM 1093, Fulshear, Texas 77441 and on May 19, 2014 at 7:15 pm, at 30603 FM 1093, Fulshear, Texas 77441; and

WHEREAS, the City is authorized to enter into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code;

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

Section 1. Recitals Incorporated.

The above recitals are deemed to be the findings and determinations made by the City Council and are incorporated here as if set forth in full for all purposes.

Section 2. Adoption of Strategic Partnership Agreement and Development Agreement

The City Council hereby approves and adopts the Strategic Partnership Agreement and Development Agreement ("Agreement") attached, and incorporated for all purposes, as Exhibit "A". The City Council further grants the City Administrator full authority to correct all non-substantive clerical or typographical errors in the Agreement, and make other necessary formatting, heading and numbering changes, provided that such corrections and changes do not change the meaning or effect of the Agreement. The City Council further authorizes the Mayor to execute the Agreement on behalf of the City.

Section 4. Savings, Severability and Repealing Clauses.

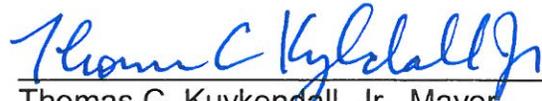
All ordinances of the City in conflict with the provisions of this Ordinance are repealed to the extent of that conflict. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that

anyone or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 5. Effective Date.

This Ordinance shall be effective upon adoption.

PASSED, APPROVED, and ADOPTED on this the 19th day of May, 2014.



Thomas C. Kuykendall, Jr., Mayor

City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary

D. Gordon Offord, City Secretary

**STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS
AND
WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1
AND
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND
CERTAIN LANDOWNERS**

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of the Effective Date between the CITY OF FULSHEAR, TEXAS, a municipal corporation principally situated in Fort Bend County, Texas, acting through its governing body, the City Council of the City of Fulshear, Texas (the "City"), and WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 (the "District"), a conservation and reclamation district created by legislation codified as Chapter 3832, Texas Special District Local Laws Code and operating under Chapter 49, Texas Water Code and other applicable laws. The Development Agreement is entered into as of the Effective Date between the City of Fulshear, Texas and the Landowners as referenced below.

RECITALS

1. Texas Local Government Code, § 43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. This Agreement provides for the limited purpose annexation of area within the District ("LPA Area," more full defined below) by the City and includes provisions for full purpose annexation; and
3. As required by the Act, the City held public hearings on May 19, 2014 @ 7:00 PM, at 30603 FM 1093, Fulshear, Texas 77441 and on May 19, 2014 @ 7:15 PM, at 30603 FM 1093, Fulshear, Texas 77441, and the District held public hearings on May 19, 2014 @ 11:30 AM, 2014, at 30701 West Miller Road, Brookshire, Texas 77423 and on May 19, 2014 @ 11:45 AM, at 30701 West Miller Road, Brookshire, Texas 77423, at which hearings members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement; and
4. Notices of the date, time, location and purpose of the public hearings were given in accordance with §43.0751 (d) of the Act, and the City and the District made copies of the proposed Agreement available in accordance with the terms of the Act; and
5. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which the District will continue to exist for an

extended period of time after area with the District is annexed for limited purposes; Now therefore;

6. The City is authorized to enter into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I FINDINGS

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and District and under which the District will continue to exist after area within the District is annexed for limited purposes or full purposes pursuant to this Agreement;
2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;
3. This Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits that are reasonable and equitable with regard to the benefits provided by the other Party;
4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and
5. The City and the District negotiated this Agreement by mutual consent; and the terms of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

ARTICLE II DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code, § 43.0751 and any amendments thereto.

"Agreement" means this strategic partnership agreement between the City and the District.

"Board" means the Board of Directors of the District.

"City" means the City of Fulshear, Texas, a municipal corporation principally situated in Fort Bend County, Texas.

"City Council" means the City Council of the City or any successor governing body.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Development Agreement" means that portion of this agreement between the City and Landowners.

"District" means WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 (the "District"), a conservation and reclamation district created by legislation codified as Chapter 3832, Texas Special District Local Laws Code and operating under Chapter 49, Texas Water Code and other applicable laws.

"Effective Date" means the date when this Agreement has been signed by the District and the City.

"ETJ" means the extraterritorial jurisdiction of the City.

"Full Purpose Annexation Conversion Date" means the date on which territory of the District is incorporated within the full purpose boundaries of the City in accordance with this Agreement.

"Government Code" means the Texas Government Code and any amendments thereto.

"Landowners" means a person(s) that owns real property in the District.

"Local Government Code" means the Texas Local Government Code and any amendments thereto.

"LPA Area" means the area described in Exhibit A attached hereto and incorporated herein by this reference, save and except any area that is not within the jurisdiction of the City to annex for limited purposes.

"Party" or "Parties" means a party or the parties to this Agreement, being the City, the District and the Landowner.

"Sales and Use Tax" means the sales and use taxes of the City to be imposed in the District pursuant to the Act and this agreement.

"Tax Code" means the Texas Tax Code and any amendments thereto.

"Vesting Date" means Effective Date.

ARTICLE III LIMITED-PURPOSE ANNEXATION

Section 3.01. Generally.

The Landowners shall file with the City petitions to extend the City's ETJ to cover the LPA. As soon as practicable following the approval and signing of this Agreement by the Parties, the City shall annex the LPA Area for limited purposes as authorized by this Agreement. The District consents to noncontiguous annexation as specifically authorized by subsection (r) of the Act.

Section 3.02. Powers and Functions Retained by the District.

During the period of limited purpose annexation, and except as limited by this Agreement, the District is authorized to exercise all powers and functions provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of future assets, liabilities, indebtedness, and obligations will remain the responsibility of the District until such time as full purpose annexation occurs or the District is abolished in accordance with this Agreement. . City approval is not required for the District to exercise powers granted to it by state law, including powers relating to debts, liabilities, obligations, facilities, property and other functions authorized by law. The District agrees however to not issue new debt within 5 years of the end of the term of this agreement as referenced in Section 7.02 below without prior approval of the City. The maturity date for any additional bonds will not extend beyond the date as established in Section 7.02 without the approval of the City.

Section 3.03. Property Taxes and District Liability for Debts of the City

During the term of this Agreement, except as provided in Article VI (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

Section 3.04. Regulatory Provisions

(a) The following provisions govern the application of regulatory provisions within the District from and after the Effective Date:

(1) The County's ordinances, rules and regulations governing signs and outdoor advertising shall apply with the District. City shall have the right to make recommendations concerning signs and outdoor advertising within the District.

(2) Construction criteria for public streets shall be established by the engineer for the District for each use or project and must be constructed of concrete but in no event shall the criteria be less stringent than the Waller County road or street criteria. The City is not required to maintain any street or road within the District.

(3) Orders, rules and regulations governing subdivisions, platting, drainage, flood control, flood damage prevention, land development, construction and

related matters, as adopted by Waller County shall apply within the District rather than the City's regulations. The City is not required to maintain any of the above.

(4) Orders, rules and regulations of the District governing or relating to its facilities, services, operations, powers or functions shall apply within the District.

(5) Only the following laws, rules and regulations of the City to the extent they are enforceable within the City's ETJ shall apply:

To the extent allowed by law the Parties stipulate that The City may enforce its ordinances or the States nuisance ordinances or statutes within 5,000 feet of the City limits.

To the extent allowed by law the Parties stipulate that The City may enforce its ordinances or the States sexually orientated business ordinances within 5,000 feet of the City limits. (

(b) It is recognized that § 43.002, Texas Local Government and other statutes may allow uses of land to continue (and new uses of land to begin) after annexation in certain circumstances, and those uses would not be subject to prohibition by the City. For purposes of such statutes, the City and the District have determined that the effective date of annexation would be the Effective Date (as to limited purpose annexation).

(c) The District will file with the City a copy of each plat approved by Waller County for the LPA.

(d) The City is not required to provide drainage, flood control, flood damage prevention, water, waste water, fire, police or garbage services to the District.

(e) Neither the Landowner nor the District shall be required by the City to oversize any public improvements that are constructed to serve the Property to serve any areas outside of the Property; provided, however, the City and the Landowner or District may agree to oversizing such facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that either the Landowner or the District shall neither incur nor pay any costs related to the oversizing.

(f) The District will construct a water interconnect to either an adjacent municipal utility district's system or to adjacent City existing water lines at a location to be determined by the City. The interconnect will be made in accordance with sound engineering criteria. The Landowner will dedicate all easements on the Property necessary to construct the interconnect and the City will provide all off-site easements necessary to construct the interconnect; provided, however, that the interconnect will not be constructed in road right-of-way unless permanent easements in such right-of-way are acquired. Either the District or the Landowner will finance all design and construction costs for the interconnect, other than the costs associated with the acquisition of the necessary offsite easements to be acquired by the City. The interconnect will be made as development on the Property progresses.

(g) The District shall cause the applicable District engineer to provide written notice at least five (5) business days prior to any Waller County or Texas Commission on Environmental Quality inspections set forth herein. Either the District or Landowner shall provide to the City all inspections reports for property within the LPA as they are received by either. Neither the District nor the Landowner, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any roads, pavement, drainage, water and wastewater improvements or pay for any City inspection of any such public improvements.

(h) Waller County and the Texas Department of Transportation shall each approve the driveway access layout within the LPA in accordance with the design requirements and regulations adopted by such entity if such approval is required by such entity in accordance with its adopted rules, regulations, statutes, and ordinances. Either the Landowner or the District shall provide to the City all TxDOT issued permit or permits for the driveway access layout within the LPA.

ARTICLE IV SALES AND USE TAX, SERVICES, ETC.

Section 4.01. Imposition of the City's Sales and Use Tax.

Pursuant to Subsection (k) of the Act, the City shall impose its Sales and Use Tax within the LPA Area upon its limited-purpose annexation. The municipal secretary of the City shall send by United States registered or certified mail to the Comptroller a certified copy of the ordinance that adds the LPA Area and that shows the effective date of the boundary change. The Sales and Use Tax shall take effect on the date described in Tax Code, § 321.102.

Section 4.02. Payment of Sales and Use Tax to the District.

The City shall pay to the District the agreed portion of the Sales and Use Tax revenues generated within the boundaries of the District that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation. The agreed portion is indicated in **Exhibit B**, attached hereto and incorporated herein by reference. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 60 days after the close of each calendar quarter.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the District. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

To the extent they are available, the City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Tract with each payment referenced above.

Section 4.03. District Use of Sales and Use Tax Revenue.

(a) The District shall use the Sales and Use Tax revenue provided in Section 4.02 only for purposes for which the District is lawfully authorized to use its own revenues.

(b) As consideration of the receipt of funds from the City as described in this Agreement, the District shall continue to develop, to own, and to operate and maintain a water, wastewater, and drainage system in the District and shall take one or a combination of the following actions:

1. Accelerate the development of the water, wastewater and drainage system in the District (including the LPA Area) as necessary to encourage private investment in new construction in the District (including the LPA Area);
2. Accelerate reimbursements to developers for eligible infrastructure development to encourage such development in the District (including the LPA Area);
3. Lower the overall property tax rate to encourage additional investment and development within the District (including the LPA Area); and/or
4. Perform other District functions that might otherwise be diminished, curtailed, abbreviated or delayed by financial limitations.

The District agrees to operate and maintain water, wastewater, and drainage service to serve the District and the LPA Area at levels appropriate to the topography, land uses, demand, feasibility and related factors

(c) If applicable laws (existing or future) impose additional conditions, procedures or restrictions on the use of Sales and Use Tax Revenues paid to the District, the District shall be primarily responsible for complying with such laws. However, the District may request the assistance of the City in achieving or maintaining compliance, and the City agrees to provide reasonable assistance for that purpose. Such assistance may include, for example, meeting and conferring with the District and other agencies, approving or designating projects, reviewing and approving plans and specifications, reviewing and consenting to specific uses of funds, etc. If such laws forbid payment of some part of the Sales and Use Tax Revenues to the District, the City shall notify the District, hold the affected funds in an interest-bearing account and apply the affected funds (with interest) as the District may request in accordance with applicable laws.

Section 4.04. District Audit Rights.

The District may audit the Sales and Use Tax collections by the City to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's

regular business hours by an auditor hired by the District on thirty (30) days written notice to the City.

Section 4.05. City Audit Rights.

The City may audit the District's expenditures made with the Sales and Use Tax revenue paid under Section 4.02 to determine whether the expenditures have been made by the District in accordance with Section 4.03. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on thirty (30) days written notice to the District.

**ARTICLE V
INTENTIONALLY LEFT BLANK**

**ARTICLE VI
MATERIAL BREACH, NOTICE
AND REMEDIES**

Section 6.01. Material Breach of Agreement.

(a) It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. A material breach of this Agreement by the District includes any one or more of the following:

1. Failure of the District to allow annexation of the District for limited purposes as authorized by this Agreement; or
2. Failure of the District to operate and maintain the District's water, sewer, and drainage facilities as provided in Article IV.

(b) A material breach of this Agreement by the City includes any one or more of the following:

1. Any attempt by the City to annex any portion of the District for full purposes under circumstances not allowed by this Agreement; or
2. Failure of the City to pay to the District the District's share of the Sales and Use Tax, as provided in Article IV; or
3. Failure of the City to carry out its other obligations under this Agreement.

If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

Section 6.02. Notice of District's Breach.

(a) The City shall notify the District in writing of an alleged material failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

(c) If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

(d) If a failure to comply that is defined as a material breach has occurred, is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 6.04(A).

Section 6.03. Notice of City's Breach.

(a) The District shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

(c) If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

(d) If a failure to comply that is defined as a material breach has occurred, is not excusable and has not been or will not be cured by the City in a manner and in

accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 6.04(B).

Section 6.04. Remedies.

(a) If the District has committed a material breach of this Agreement, and the breach has not been cured after notice as provided in this Article, the City may file suit in a court of competent jurisdiction in Waller County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate and injunctive relief. Governmental immunity is specifically waived for injunctive relief. i

(b) If the City has committed a material breach of this Agreement, and the breach has not been cured after notice as provided in this Article, the District may file suit in a court of competent jurisdiction in Waller County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate and injunctive relief. Governmental immunity is specifically waived for injunctive relief.

**ARTICLE VII
BINDING AGREEMENT, TERM,
AND AMENDMENT**

Section 7.01. Beneficiaries.

This Agreement binds and inures to the benefit of the Parties, their successors and assigns as well as Llandowner(s) and residents of the District. The District shall record this Agreement with the County Clerk in the Official Records of Waller County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act. The terms of this Agreement shall constitute covenants running with the land comprising the LPA and shall be binding on all future Landowners.

Section 7.02. Term.

This Agreement commences and binds the Parties on the Effective Date and continues for an initial term ending at 11:59 PM on December 31, 2044, unless sooner terminated as specifically allowed by this Agreement. If full purpose annexation does not occur upon the expiration of the initial term, the term is extended for successive one-year terms until conversion to full purpose annexation occurs. The District agrees to notify the City 90 days in advance of a proposed dissolution of the District. The District agrees not to dissolve while there remains outstanding bonds or debt of the District.

Section 7.03. Amendment.

The Parties by mutual written consent may amend the terms of this Agreement at any time.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01. Notice.

Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

With a copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX 77024

District: Waller County Road Improvement District No. 1
C/O Germer PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701
409-654-6700
Attn: Mr. Guy Goodson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 8.02. Time.

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.03. Severability.

In the event any clause, phrase, provision, sentence or part of this Agreement or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional. However, if any such judgment or holding substantially impairs a right or benefit expected by the District under this Agreement, the District shall have the right to: (i) seek equitable reformation of this Agreement, or (ii) terminate this Agreement as provided in Section 6.05 (relating to special termination).

Section 8.04. Waiver.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05. Applicable Law and Venue.

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Waller County, Texas.

Section 8.06. Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 8.07. Further Documents.

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. It is currently contemplated that the Parties will add additional land and full purpose 1,000' wide annexation provisions to this Agreement and the Parties agree to work in good faith to accomplish such.

Section 8.08. Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 8.09. Effect of State and Federal Laws.

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and any other provisions implementing such statutes or regulations.

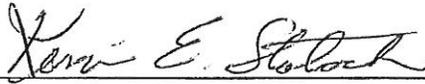
Section 8.10. Authority for Execution.

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the City Council. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

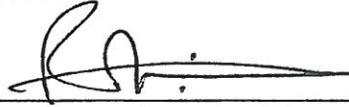
IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

WALLER COUNTY ROAD IMPROVEMENT
DISTRICT NO. 1

Date signed: 5/28/14

By: 
President, Board of Directors

ATTEST:


Secretary, Board of Directors
Tax ID No. _____

CITY OF FULSHEAR, TEXAS

Date signed: _____

By: _____
Thomas C. Kuykendall, Jr., Mayor

ATTEST:

D. Gordon Offord, City Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

WALLER COUNTY ROAD IMPROVEMENT
DISTRICT NO. 1

Date signed: _____ By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors
Tax ID No. _____

CITY OF FULSHEAR, TEXAS

Date signed: 5-19-2014 By: Thomas Cuykendall, Jr.
Thomas C. Cuykendall, Jr., Mayor

ATTEST:

D. Gordon Offord
D. Gordon Offord, City Secretary

Landowners:

Igloo Partners #11, LP, a Texas Limited Partnership

By: Louie Tsakiri

It's: _____

Blimp Base Project, LP, a Texas Limited Partnership

By: M. Magy

It's: _____

Waller XYZ, LP, a Texas Limited Partnership

By: Louie Tsakiri

It's: _____

Katy I-10 Prairie Partners, LP, a Texas Limited Partnership

By: M. Magy

It's: _____

ML DEV LP, a Texas Limited Partnership

By: M. Magy

It's: _____

Waller County Road Improvement District No. 1

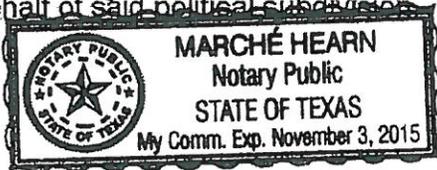
By: Kevin E. Stabach

It's: _____

STATE OF TEXAS §

COUNTY OF Waller §

This instrument was acknowledged before me this 28th day of May, 2014, by Kevin Staloch, as President, and Robert Spears, as Secretary, of Waller County Road Improvement District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.



Notary Public in and for the State of Texas

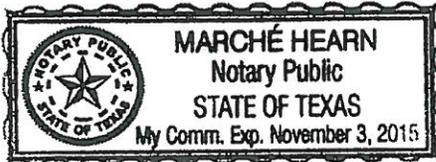
Marché Hearn

(NOTARY SEAL)

STATE OF TEXAS §

COUNTY OF Waller §

This instrument was acknowledged before me this 28th day of May, 2014, by Kevin Staloch, as President, and Robert Spears, as Secretary, of Waller County Road Improvement District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.



Notary Public in and for the State of Texas

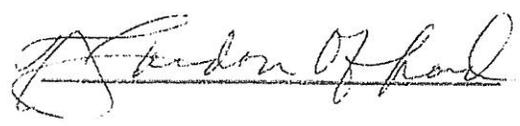
Marché Hearn

(NOTARY SEAL)

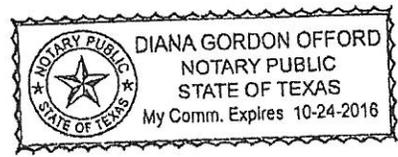
STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this 19th day of MAY 2014, by Thomas C. Kuykendall, Jr., as Mayor, of the City of Fulshear, Texas, a Texas general law municipality.

Notary Public in and for the State of
Texas



(NOTARY SEAL)



WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. I

**METES AND BOUNDS DESCRIPTION
OF 924.6157 ACRES OF LAND
IN THE H. & T. C. R.R. CO. SURVEY, SECTION 101, A-168
THE H. & T. C. R.R. CO. SURVEY, SECTION 103, A-169,
THE J.G. BENNETT SURVEY, SECTION 104, A-292
AND THE H.H PENNINGTON SURVEY, SECTION 76, A-322
WALLER COUNTY, TEXAS**

TRACT I

FIELD NOTES FOR A 11.8975 ACRE TRACT OF LAND BEING PART OF A 31.6118 ACRE TRACT OF LAND IN THE H&TC RAILROAD COMPANY SURVEY, SECTION 103, ABSTRACT 169, WALLER COUNTY, TEXAS, SAID 31.6118 ACRE TRACT BEING THAT CERTAIN CALLED 31.6120 ACRE TRACT IN DEED TO K-B MANAGEMENT PARTNERS, LTD., RECORDED IN VOLUME 305, PAGE 361, DEED RECORDS, WALLER COUNTY, TEXAS, AND FURTHER DESCRIBED IN VOLUME 236, PAGE 630, DEED RECORDS, WALLER COUNTY, TEXAS, BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON G.P.S. OBSERVATIONS OF TRIANGULATIONS STATION "BROOKSHIRE", DISTANCES ARE GEODETIC, SALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 1983;

COMMENCING at a 3/4 inch iron pipe found in the east line of Igloo Road (80-foot wide) at the southwest corner of the K-B Management Partners, LTD., called 39.581 acre tract (Tract 2), recorded in Volume 305, Page 361, Deed Records, Waller County, Texas, and further described in Volume 235, Page 43, Deed Records, Waller County, Texas. surveyed this date as 39.3537 acres, same being the northwest corner of the K-B Management Partners, LTD. called 161.383 acre tract (Tract 2), surveyed this date as 161.8245 acres, recorded in Volume 305, Page 361, Deed Records, Waller County, Texas, said point bears North 87 degrees 55 minutes 48 seconds East, 11.5 feet from the southwest corner of the H&TC Railroad Company Survey, Section 103, Abstract 169, same being the northwest corner of the J. G. Bennett Survey, Abstract 292 (Section 104);

THENCE North 87 degrees 55 minutes 48 seconds East, along the common line of the H&TC Railroad Company Survey, Section 103, Abstract 169, and the J.G. Bennett Survey, Abstract 292 (Section 104), and the south line of said adjoining called 39.581 acre K-B Management Partners, LTD tract, 3.135.06 feet to a 1-1/4 inch iron pipe found on said line for the southwest corner of and; Place of Beginning of the herein described 11.8975 acre tract of land, same being the southeast corner of said adjoining K-B Management Partners, LTD. called 39.581 acre tract, surveyed this date as 39.3537 acres, and being in the north line of a certain adjoining Pennzoil Exploration and Production Company called 142 acre tract, recorded in Volume 464, Page 271, Deed Records, Waller County, Texas;

THENCE North 02 degrees 00 minutes 55 seconds West along the common line of the herein described 11.8975 acre tract and the aforementioned adjoining called 39.581 acre K-B Management Partners, LTD tract, surveyed this date as 39.3537 acres (called North 02 degrees 01 minute West, 540.4 feet) for a distance of 541.97 feet to a 1/2 inch iron pipe found on the south right-of-way line of Interstate Highway 10 for the northwest corner of the herein described 11.8975 acre tract, same being the northeast corner of said adjoining 39.581 acre K-B Management Partners, LTD tract, said point having coordinates of Y13,844,652.304, X 2,954,875,326;

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THENCE North 88 degrees 15 minutes 42 seconds East, along the north line of the herein described 11.8975 acre tract, being the south line of Interstate Highway 10 (called North 87 degrees 58 minutes 56 seconds East, for a distance of 956.25 feet; being the northeast-most corner of the herein described 11.8975 acre tract of land,

THENCE South 02 degrees 33 minutes 46 seconds East (called South 02 degrees 15 minutes East, along the east line of the herein described tract, on said common line for the southeast-most corner of the herein described 11.8975 acre tract of land;

THENCE South 87 degrees 53 minutes 32 seconds West along the south line of the herein described tract, being the common line between the H&TC Railroad Company Survey, Section 103, Abstract 169, and the J.G. Bennett Survey, Abstract 292 (Section 104), same being the north line of the aforementioned adjoining Pennzoil Exploration and Production Company called 142 acre tract (called South 87 degrees 43 minutes 39 seconds West, 956.25 feet) for a distance of 956.25 feet to the Place of Beginning containing 11.897 acres of land, more or less.

TRACT 2

FIELD NOTES FOR 39.3537 ACRE TRACT OF LAND IN THE H&TC RAILROAD COMPANY SURVEY, SECTION 103, ABSTRACT 169, WALLER COUNTY, TEXAS, SAID 39.3537 ACRE TRACT BEING THAT CERTAIN CALLED 39.58 1 ACRE TRACT (TRACT 2) IN DEED TO K-B MANAGEMENT PARTNERS, LTD., RECORDED IN VOLUME 305, PAGE 361, DEED RECORDS, WALLER COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 235, PAGE 43, DEED RECORDS, WALLER COUNTY, TEXAS, BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON G.P.S. OBSERVATIONS FROM TRANGULATION STATION "BROOKSHIRE", DISTANCES ARE GEODETIC, SCALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 1983;

BEGINNING at a 3/4 inch iron pipe found on the east line of Igloo Road (80 feet right-of-way) for the southwest corner and Place of Beginning of the herein described 39.3537 acre tract of land, said point being North 87 degrees 55 minutes 48 seconds East, 11.5 feet from the southwest corner of the aforementioned H&TC Railroad Company Survey, Section 103, Abstract 169, same being the northwest corner of the J.G. Bennett Survey, Abstract 292 (Section 104), said beginning point also being the

northwest corner of an adjoining 161.8245 acre tract (called 161.383 acres), surveyed by the undersigned this date, being in deed to KB Management Partners, LTD., recorded in Volume 305, Page 361, Deed Records, Waller County, Texas, said point having coordinates Y=3,843,997.417, X=2,951,761.3 69;

THENCE North 01 degrees 50 minutes 00 seconds West along the east line of Igloo Road being the west line of the herein described tract (called North 00 degrees 14 minutes 57 seconds West, 125.66 feet) for a distance of 125.66 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line for an angle point;

THENCE North 06 degrees 04 minutes 27 seconds East continuing along the west line of the herein

Page 3 WALLER COUNTY ROAD IMPROVEMENT DISTRICT #1

described tract (called North 07 degrees 39 minutes 20 seconds East, 438.71 feet) for a distance of 438.71 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set at the point of intersection of said line with the south right-of-way line of Interstate Highway 10 for the northwest corner of the herein described 39.3537 acre tract of land;

THENCE North 88 degrees 15 minutes 54 seconds East along the south right-of-way line of Interstate Highway 10, being the north line of the herein described tract (called North 89 degrees 44 minutes 20 seconds East, 3,073.79 feet) for a distance of 3,072.96 feet to a 1/2 inch iron pipe found on said line for the northeast corner of the herein described 39.3537 acre tract of land, same being the northwest corner of an adjoining K-B Management Partners, LTD., called 31.6120 acre tract, surveyed this date as 31.6118 acres, recorded in Volume 305, Page 361 (Deed Description in Volume 236, Page 630), Deed Records, Waller County, Texas, said point having coordinates of Y =13,844,652.304, X=2,954,875.326;

THENCE South 02 degrees 00 minutes 55 seconds East along the common line of the herein described 39.3537 acre tract and the aforementioned adjoining 31.6118 acre tract surveyed this date (called South 00 degrees 34 minutes 45 seconds East, 547.87 feet) for a distance of 541.97 feet to a 1-1/4 iron pipe found at the point of intersection of said line with the common line of the aforementioned H&TC Railroad Company Survey, Section 103, Abstract J69, and the J.G. Bennett Survey, Abstract 292 (Section 104), the southeast corner of the herein described 39.3537 acre tract, same being the southwest corner of the aforementioned adjoining 31.6118 acre tract surveyed this date, said point also being in the north line of an adjoining Pennzoil Exploration and Production Company called 142 acre tract, recorded in Volume 464, Page 271, Deed Records, Waller County, Texas, said point having coordinates of Y= 13,844,110.665 0, X2,954,894.3 85;

THENCE South 87 degrees 55 minutes 48 seconds West along the common line of the B&TC Railroad Company Survey, Section 103, Abstract 169, and the J.G. Bennett Survey, Abstract 292 (Section 104), being the north line of the aforementioned Pennzoil Exploration and Production Company called 142 acre tract, at 244.24 feet pass the northwest corner of said adjoining called 142 acre Pennzoil Exploration and Production Company tract, same being the upper northeast corner of a certain adjoining called 261.7841 acre tract conveyed to Margene West Lloyd and W.R. Lloyd, Jr., recorded in Volume 303, Page 584, Deed Records, Waller County, Texas, at 324.24 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line being the upper northwest corner of said adjoining called 261.7841 acre Lloyd tract, same being the northeast corner of the aforementioned adjoining K-B Management Partners, LTD. called 161.383 acre tract (Tract 3), and continue along said line (called North 89 degrees 30 minutes 50 seconds West, 3,137.31 feet) for a distance of 3,135.06 feet to the Place of Beginning, containing 39.3537 acres of land, more or less.

TRACT 3

FIELD NOTES FOR A 161.8245 ACRE TRACT OF LAND IN THE J.G. BENNETT SURVEY, ABSTRACT 292 (SECTION 104), WALLER COUNTY, TEXAS, SAID 161.8245 ACRE TRACT BEING THAT CERTAIN CALLED 161.383 ACRE TRACT (TRACT 3) IN DEED TO K-B MANAGEMENT PARTNERS LTD. RECORDED IN VOLUME 305, PAGE 361, DEED RECORDS, WALLER COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 236, PAGE 223, DEED RECORDS, WALLER COUNTY, TEXAS. BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON G.P.S. OBSERVATIONS OF TRIANGULATION STATION "BROOKSHIRE" DISTANCES ARE GEODETIC, SALE FACTOR USED IS 0.99988896. COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE, NAD 1983;

BEGINNING at a 3/4 inch iron pipe found on the east line of Igloo Road (80 feet wide) for the north west corner and Place of Beginning of the herein described 161.8245 acre tract of land, same being a southwest corner of an adjoining called 39.581 acre tract (surveyed by the undersigned this date as 39.3537 acres) conveyed to K-B Management Partners, LTD. recorded in Volume 305, Page 361, and further described in Volume 235, Page 43,

Page 4 WALLER COUNTY ROAD IMPROVEMENT DISTRICT #1

Deed Records, Waller County, Texas, said beginning point having coordinates of Y=13,843,997.417, X=2,951,761.369, said point being North 87 degrees 55 minutes 48 seconds East, 11.5 feet from the southwest corner of the H&TC Railroad Company Survey, Section 103, Abstract 169, same being the northwest corner of the J.G. Bennett Survey, Abstract 2.92 (Section 104);

THENCE North 87 degrees 55 minutes 48 seconds East, along the common line of the aforementioned H&TC Railroad Company Survey, Section 103, and the J.G. Bennett Survey, Abstract 292 (Section 104), being the common line between the herein described 161.8245 acre tract and said adjoining called 39.581 acre K-B Management Partners tract, (called North 89 degrees 30 minutes 50 seconds East, 2,813.08 feet) for a distance of 2,810.83 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set on said line for the northeast corner of the herein described 161.8245 acre tract of land, same being the most northerly northwest corner of the adjoining Margene West Lloyd and W. R. Lloyd, Jr. called 261.7841 acre tract, recorded in Volume 303, Page 584, Deed Records, Waller County, Texas;

THENCE South 02 degrees 36 minutes 59 seconds East along the east line of the herein described tract, same being the upper west line of the aforementioned adjoining called 261.7841 acre Lloyd tract (called South 00 degrees 37 minutes 04 seconds East, 2,482.08 feet) for a distance of 2,493.17 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described 161.8245 acre tract of land, same being a re-entry corner to the aforementioned adjoining called 261.7841 acre Lloyd tract, said point having coordinates Y=13,841,608.37995, X=2,954,684.177568;

THENCE South 88 degrees 02 minutes 01 second West along the south line of the herein described tract, being the lower north line of the aforementioned adjoining called 261.7841 acre Lloyd tract (called South 89 degrees 30 minutes West, 2,850.65 feet), for a distance of 2,850.00 feet to a 1/2 inch iron pipe found on the east line of Igloo Road (80 feet) for the southwest corner of the herein described 161.8245 acre tract, same being the lower northwest corner of the aforementioned adjoining called 261.7841 acre Lloyd tract;

THENCE North 01 degree 42 minutes 56 seconds West, along the east line of Igloo Road and the west line of the herein described tract (called North 00 degrees 14 minutes 57 seconds West, 2,482.97 feet) for a distance of 2,487.95 feet to the Place of Beginning, containing 161.8245 acres of land, more or less.

TRACT 4

All that certain 168.7 acres of land, which is the 168.665 acre tract described in the deed from Shasta Minerals, Inc. et al to WALLER XYZ, L.P. recorded under Volume 1079, Page 500, in the Deed Records of Waller County, Texas, in the H. & T.C. R.R. Co. Survey Section 101, A-168, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83)

BEGINNING at a 3/4" iron rod found for the northeast corner of the LOIS BROOKSHIRE ADDITION, according to the plat thereof, recorded under Volume 1180, Page 584, in the Official Public Records of Waller County, Texas, common to the most northerly northwest corner of said 168.665 acre tract, and the northwest corner of the herein described tract, in the south right-of-way line of Interstate Highway No. 10 (320' R.O.W.);

THENCE North 88° 17' 10" East - 873.37', along said south right-of-way line, to an angle corner of said 168.665 acre tract, common to an angle corner of the herein described tract;

THENCE South $85^{\circ} 10' 15''$ East - 85.88' to the Point of Curvature of a curve to the right, having a central angle of $43^{\circ} 37' 17''$, a radius of 660.00', and a chord bearing and distance of South $63^{\circ} 21' 37''$ East - 490.43';

THENCE along said curve to the right, an arc distance of 502.48' to the end of curve;

THENCE South $41^{\circ} 32' 58''$ East - 175.00' to the Point of Curvature of a curve to the left, having a central angle of $46^{\circ} 09' 30''$, a radius of 550.00', and a chord bearing and distance of South $64^{\circ} 37' 43''$ East - 431.20';

THENCE along said curve to the left, an arc distance of 443.09' to the end of curve, in the west right-of-way line of Igloo Road (80' R.O.W.);

THENCE South $01^{\circ} 42' 50''$ East— 2622.78' along said west right-of-way line, to the southeast corner of aforesaid 168.665 acre tract, common to the southeast corner of the herein described tract;

THENCE South $88^{\circ} 03' 13''$ West - 3980.18' to the southwest corner of said 168.665 acre tract, common to the southwest corner of the herein described tract;

THENCE North $01^{\circ} 59' 15''$ West - 424.90' to a 3/4" iron rod found for the southwest corner of aforesaid LOIS BROOKSHIRE ADDITION, common to the most westerly northwest corner of the herein described tract;

THENCE North $64^{\circ} 30' 09''$ East - 2604.41' to a 3/4" iron rod found for the southeast corner of said LOIS BROOKSHIRE ADDITION, common to an angle corner of the herein described tract;

THENCE North $11^{\circ} 06' 25''$ West - 1760.74' to the POINT OF BEGINNING of the herein described tract and containing 168.7 acres of land,

TRACT 5

All that certain 79.24 acres of land, out of the 279.2420 acre tract described in the deed from Shasta Minerals, Inc. to Waller XYZ LP recorded under Volume 1079, Page 510, in the Deed Records of Waller County, Texas, in the H.H. Pennington Survey, Section 76, A-322, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83)

BEGINNING at a 3/4" iron pipe found for the southeast corner of said 279.2420 acre tract, common to the southeast corner of the herein described tract;

THENCE South $88^{\circ} 05' 50''$ West - 1939.70', along the north line of the 280.3406 acre tract described in the deed from K-B Management Partners, Ltd. to Dixie Farm Partners, LLP, recorded under Volume 817, Page 027 of the Deed Records of Waller County, Texas, common to the south line of said 279.2420 acre tract, to the southwest corner of the herein described tract, from which a 1/2" iron pipe found for the southwest corner of said 279.2420 acre tract bears South $88^{\circ} 05' 50''$ West - 4101.12';

Page 6 - WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. I

THENCE North $01^{\circ} 54' 20''$ West - 1778.78', along said north line, to the northwest corner of the herein described tract, in the north line of said 279.2420 acre tract;

THENCE North $88^{\circ} 03' 13''$ East - 1939.76', along said north line, to the northeast corner of the herein described tract, common to the northeast corner of said 279.2420 acre tract;

THENCE South $01^{\circ} 54' 14''$ East - 1780.26, along the east line of said 279.2420 acre tract, to the POINT OF BEGINNING of the herein described tract and containing 79.24 acres of land.

TRACT 6

All that certain 263.6 acres of land, out of the 280.3406 acre tract described in the deed from K-B Management Partners, Ltd. to Dixie Farm Partners, LLP. recorded under Volume 817, Page 027 of the Deed Records of Waller County, Texas, in the H.H. Pennington Survey, Section 76, A-322, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83)

BEGINNING at a $5/8$ " iron rod with "Kalkomey" cap found for the southwest corner of said 280.3406 acre tract, in the east right-of-way line of Woods Road (80' R.O.W.);

THENCE North $02^{\circ} 34' 24''$ West - 2028.33', along the west line of said 280.3406 acre tract, common to said east right-of-way line, to a $1/2$ " iron pipe found for the northwest corner said 280.3406 acre tract, common to the southwest corner of the 279.2420 acre tract described in the deed from Shasta Minerals, Inc. to Waller XYZ LP recorded under Volume 107, Page 510, in the Deed Records of Waller County, Texas, and the northwest corner of the herein described tract;

THENCE North $88^{\circ} 05' 50''$ East - 6040.82', along the north line of said 280.3406 acre tract, common to the south line of said 279.2420 acre tract, to a $3/4$ " iron pipe found for the northeast corner of the herein described tract;

THENCE South $01^{\circ} 54' 14''$ East - 1226.56', along the east line of said 280.3406 acre tract, to the most easterly southeast corner of the herein described tract, in the approximate Waller county line;

THENCE South $64^{\circ} 32' 15''$ West - 1996.05', along said approximate county line, to the most southerly southeast corner of the herein described tract, from which a 314" iron pipe found for the southeast corner of said 280.3406 acre tract bears North $88^{\circ} 02' 43''$ East - 1829.68';

THENCE South $88^{\circ} 02' 43''$ West - 4187.43', along the south line of aforesaid 280.3406 acre tract, common to the north right-of-way line of Jordan Road (60' R.O.W.), to the POINT OF BEGINNING of the herein described tract and containing 263.6 acres of land.

TRACT 7

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 200.033 ACRES (8,713,438 SQUARE FEET) SITUATED IN THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, WALLER COUNTY, TEXAS, OUT OF AND A PART OF A CALLED 279.2420 ACRE TRACT OF LAND, BEING THAT SAME TRACT OF LAND IN DEED TO K-B MANAGEMENT PARTNERS, LTD., (CALLED 279.0613 ACRES) RECORDED IN VOLUME 331, PAGE 205, DEED RECORDS, WALLER COUNTY, TEXAS, (BEARINGS FOR THE HEREIN DESCRIBED TRACT ARE GRID BASED UPON GPS. OBSERVATIONS OF TRIANGULATION STATION "BROOKSHIRE", DISTANCES ARE GEODETIC, SCALE FACTOR USED IS 0.99988896, COORDINATES ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE NAD 1983;

BEGINNING AT A 1/2 INCH IRON PIPE FOUND ON THE EAST RIGHT-OF-WAY LINE OF WOODS ROAD (80 FEET DE) FOR THE SOUTHWEST CORNER AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, ALSO BEING THE NORTHWEST CORNER OF AN ADJOINING CALLED 280.3984 ACRE TRACT, BEING THE K-B MANAGEMENT PARTNERS, LTD., CALLED 280.3984 ACRE TRACT, RECORDED IN VOLUME 146, PAGE 864, DEED RECORDS, WALLER COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 05 MINUTES 35 SECONDS EAST, ALONG THE COMMON LINE OF THE HEREIN DESCRIBED TRACT AND THE AFOREMENTIONED ADJOINING 280.3406 ACRE TRACT A DISTANCE OF 4101.73 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 54 MINUTES 20 SECONDS WEST, ACROSS SAID CALLED 279.2420 ACRE TRACT A DISTANCE OF 1778.63 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, IN THE SOUTH LINE OF THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, ABSTRACT 168, SAME BEING THE SOUTH LINE OF AN ADJOINING CALLED 293.00 ACRE TRACT, (CALLED 292.27 ACRES) IN DEED TO K-B MANAGEMENT PARTNERS, LTD, RECORDED IN VOLUME 0627, PAGE 835, OFFICIAL RECORDS, WALLER COUNTY, TEXAS;

THENCE SOUTH 88 DEGREES 03 MINUTES 07 SECONDS WEST, ALONG THE COMMON LINE OF THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, AND THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, ABSTRACT 168, BEING THE SOUTH LINE OF THE AFOREMENTIONED ADJOINING 293.00 ACRE TRACT A DISTANCE OF 1946.94 FEET TO A 1/2 INCH IRON PIPE WITH CAP MARKED "KALKOMEY SURVEYING" FOUND FOR ARE-ENTRY CORNER TO THE HEREIN DESCRIBED TRACT, BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED ADJOINING 293.00 ACRE TRACT AND BEING AN "L" CORNER IN THE

NORTH LINE OF THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, AND THE SOUTHWEST CORNER OF THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, ABSTRACT 168;

THENCE NORTH 01 DEGREES 59 MINUTES 21 SECONDS WEST, ALONG THE COMMON LINE OF THE H. &T.C. RAILROAD COMPANY SURVEY, SECTION 101, AND THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, A DISTANCE OF 653.43 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING A SOUTHEAST CORNER OF THE WOODS FAMILY TRUST

CALLED 87.25 ACRE TRACT, RECORDED IN VOLUME 0529, PAGE 745, OFFICIAL RECORDS, WALLER COUNTY, TEXAS, AND BEING A SOUTHEAST CORNER OF THE T.S. REESE SURVEY, ABSTRACT 330;

THENCE SOUTH 88 DEGREES 14 MINUTES 48 SECONDS WEST, ALONG THE COMMON LINE OF THE H.H. PENNINGTON SURVEY (SECTION 76), ABSTRACT 322, AND THE T.S. REESE SURVEY, ABSTRACT 330, BEING THE UPPER NORTH LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTH LINE OF THE WOODS FAMILY TRUST CALLED 87.25 ACRE TRACT A DISTANCE OF 2,053.29 FEET TO THE EAST LINE OF SAID WOODS ROAD FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING IN A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 25 SECONDS, A RADIUS OF 1,172.78 FEET, AN ARC LENGTH OF 11.74 FEET, HAVING A CHORD BEARING OF SOUTH 14 DEGREES 59 MINUTE 20 SECONDS WEST, 11.74 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 14 DEGREES 50 MINUTES 42 SECONDS WEST CONTINUING ALONG THE EAST LINE OF WOODS ROAD A DISTANCE OF 249.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17 DEGREES 29 MINUTES 23 SECONDS, A RADIUS OF 1,098.36 FEET, AN ARC LENGTH OF 335.28 FEET, HAVING A CHORD BEARING SOUTH 06 DEGREES 27 MINUTES 46 SECONDS WEST, 333.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 37 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF WOODS ROAD A DISTANCE OF 1,855.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 200.033 ACRES (8,713,438 SQUARE FEET) OF LAND, MORE OR LESS.

TRACTS 1,2,3,4,5,6 AND 7 FORMING AN AGGREGATE TOTAL OF 924.6157

TRACTS 1-7 WERE PREPARED UNDER 22TAC-663.21 AND DO NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

Exhibit A

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EXHIBIT "B"

The following schedule outlines the amount of sales and use tax collected within the boundaries of the property described on Exhibit A, that shall be paid to Waller County Road Improvement District No. 1:

YEARS 1-5	90%
YEARS 6-10	80%
YEARS 11-15	70%
YEARS 16-20	60%
YEARS 21-25	50%
YEARS 26 until dissolution	50%

Exhibit A

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ORDINANCE NO. 2014-1146

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 10, 2014, FOR THE PURPOSE OF ELECTING ONE (1) MAYOR AND THREE (3) ALDERMEN TO THE CITY COUNCIL OF THE CITY OF FULSHEAR.

* * * * *

WHEREAS, a general election was held in the City of Fulshear, Texas, on May 10, 2014, for the purpose of electing one (1) Mayor and three (3) Aldermen; and

WHEREAS, said election was duly and legally held in conformity with the election laws of the State of Texas, and the results of said election have been verified and returned by the proper judges and clerks; and

WHEREAS, it appears that a total of 384 ballots were cast in such election;

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

Section 1. The facts set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The official canvass of the returns of the general election held on May 10, 2014 reflects that the following named persons received the number of votes set opposite their name:

Office	Candidate Name	Vote Total
Mayor	Thomas C. Kuykendall, Jr.	314
Alderman	Larry Beustring	112
Alderman	Laverne Patterson	101
Alderman	Jeff Roberts	226
Alderman	Steve Pohlman	159
Alderman	Kent Pool	15
Alderman	Tricia Thompson Krenek	187
Alderman	Roberto Noce	9
Alderman	Patrick Sexton	19
Alderman	Tajana Mesic	186

Section 3. In accordance with the official canvass of the returns of the general election held on May 10, 2014, the following persons are duly elected:

Tommy Kuykendall	- MAYOR
Jeff Roberts	- ALDERMAN
Tricia Thompson Krenek	- ALDERMAN
Tajana Mesic	- ALDERMAN

PASSED, APPROVED AND ADOPTED this 20th day of May, 2014.



THOMAS C. KUYKENDALL, JR.
Mayor

ATTEST:



D. (DIANA) GORDON OFFORD
City Secretary

ORDINANCE NO. 2014-1147

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NUMBER 2013-1061; PROVIDING FOR THE CLARIFICATION OF THE RANK OF CAPTAIN AS BEING EXEMPT; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas ("City"), previously adopted Ordinance No. 2013-1061 reclassifying certain positions within the Police Department; and

WHEREAS, the City recently revised the internal management structure of the Police, creating the position of Captain; and

WHEREAS, the City is desirous of clarifying that rank as supervisory and therefore exempt under the Fair Labor Standards Act;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That Section 3 of Ordinance No. 2013-1061 is hereby amended to read:

"Except for the Chief of Police, and Captain of the Police of the City of Fulshear, Texas, all Law Enforcement employees of the City of Fulshear Texas previously classified as "Exempt" are hereby classified as "Non-Exempt".

Section 3. *Severability.*

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

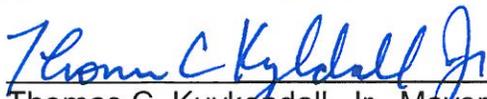
Section 4. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

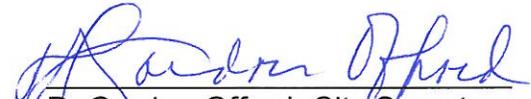
Section 5. *Effective date.*

This Ordinance shall become effective when published as required by law.

PASSED and **APPROVED** this, the 20th day of MAY, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1148

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS PROVIDING FOR AN EXEMPTION OF 14% OR \$5,000.00 WHICHEVER IS GREATER OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD AND/OR \$15,000.00 FOR DISABLED OR SENIOR CITIZENS 65 YEARS OF AGE AND OLDER, PROVIDING FOR DEFINITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear has previously acted annually to renew the Local Option Exemptions for Homesteads and Certain Populations.

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

SECTION 1.0

EXEMPTIONS FOR HOMESTEADS AND CERTAIN POPULATIONS: That the City Council of the City of Fulshear, Texas hereby provides for and adopts an exemption from taxation of 14% or \$5,000.00 whichever is greater of the appraised value of the residence homestead and/or \$15,000.00 for disabled or senior citizens 65 years of age and older, in accordance with Article 11 .13 of the Texas Property Tax Code.

SECTION 2.0

DEFINITION: "Disabled" means under a disability for purposes of payment of disability insurance benefits under Federal Old Age, Survivors and Disability Insurance.

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

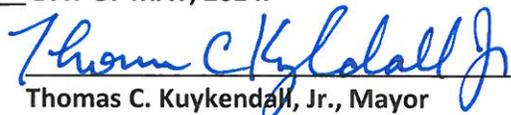
SECTION 5.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day following the adoption of the Ordinance by City Council.

SECTION 6.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 20th DAY OF MAY, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1149

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ADOPTING A STRATEGIC PARTNERSHIP AGREEMENT AND DEVELOPMENT AGREEMENT WITH WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 WHICH PROVIDES FOR LIMITED PURPOSE ANNEXATION AND INCLUDES PROVISIONS FOR CONVERSION TO FULL PURPOSE ANNEXATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fulshear, Texas ("City") desires to enter into a strategic partnership agreement with the Waller County Road Improvement District No. 1 ("District") pursuant to Texas Local Government Code Sec. 43.0751

WHEREAS, the City finds all procedural requirements of state law for the adoption of the agreement have been met including the requirements of the Local Government Code regarding notice and public hearings; and

WHEREAS, the City held the required public hearings on July 15, 2014 at 7:00 pm at 30603 FM 1093, Fulshear, Texas 77441 and on July 15, 2014 at 7:15 pm, at 30603 FM 1093, Fulshear, Texas 77441; and

WHEREAS, the City is authorized to enter into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code;

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

Section 1. Recitals Incorporated.

The above recitals are deemed to be the findings and determinations made by the City Council and are incorporated here as if set forth in full for all purposes.

Section 2. Adoption of Strategic Partnership Agreement and Development Agreement

The City Council hereby approves and adopts the Strategic Partnership Agreement and Development Agreement ("Agreement") attached, and incorporated for all purposes, as Exhibit "A". The City Council further grants the City Administrator full authority to correct all non-substantive clerical or typographical errors in the Agreement, and make other necessary formatting, heading and numbering changes, provided that such corrections and changes do not change the meaning or effect of the Agreement. The City Council further authorizes the Mayor to execute the Agreement on behalf of the City.

Section 4. Savings, Severability and Repealing Clauses.

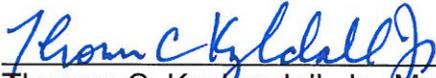
All ordinances of the City in conflict with the provisions of this Ordinance are repealed to the extent of that conflict. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that

anyone or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 5. Effective Date.

This Ordinance shall be effective upon adoption.

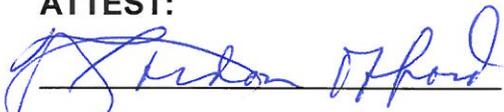
PASSED, APPROVED, and ADOPTED on this the 15th day of July, 2014.



Thomas C. Kuykendall, Jr., Mayor

City of Fulshear, Texas

ATTEST:



D. Gordon Offord, City Secretary



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

July 25, 2014

J. Grady Randle
Randle Law Firm
Memorial City Plaza II
Suite #1570
820 Gessner
Houston, Texas 77024

Dear Mr. Randle:

Two copies of the executed document regarding the Strategic Partnership Agreement between the City and Waller County Road Improvement District No. 1 is being sent to you for continued processing. Please return one copy back to the City once all signatures have been obtained.

If I can be of further help, please let me know.

Best Regards,


D. (Diana) Gordon Offord
TRMC City of Fulshear

**STRATEGIC PARTNERSHIP AGREEMENT
 BETWEEN THE CITY OF FULSHEAR, TEXAS
 AND
 WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1
 AND
 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND
 CERTAIN LANDOWNERS**

THE STATE OF TEXAS §
 §
 COUNTY OF WALLER §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of the Effective Date between the CITY OF FULSHEAR, TEXAS, a municipal corporation principally situated in Fort Bend County, Texas, acting by and through its governing body, the City Council of the City of Fulshear, Texas (the "City") and WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 (the "District"), a conservation and reclamation district created by legislation codified as Chapter 3832, Texas Special District Local Laws Code and operating under Chapter 49, Texas Water Code and other applicable laws. The Development Agreement is entered into as of the Effective Date between the City of Fulshear, Texas and the Landowners as referenced below.

RECITALS

1. Texas Local Government Code, §43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. This Agreement provides for the limited purpose annexation of area within the District ("LPA Phase II Area" more fully defined below) by the City and includes provisions for full purpose annexation; and
3. As required by the Act, the City held public hearings on July 15, 2014 @ 7:00 p.m., at 30603 FM 1093, Fulshear, Texas 77441 and on July 15, 2014 @ 7:15 p.m. at 30603 FM 1093, Fulshear, Texas 77441, and the District held public hearings on June 20, 2014 @ 10:00 AM, at 30701 West Miller Road, Brookshire, Texas 77423 and on June 20, 2014 @ 10:15 AM, at 30701 West Miller Road, Brookshire, Texas 77423, at which hearings members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement; and
4. Notices of the date, time, location and purpose of the public hearings were given in accordance with §43.0751 (d) of the Act, and the City and the District made copies of the proposed Agreement available in accordance with the terms of the Act; and
5. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which the District will continue to exist for an extended period of time after area with the District is annexed for limited purposes; Now therefore;

6. The City is authorized to enter into the Development Agreement pursuant to Section 212.172 of the Texas Local Government Code.

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
FINDINGS**

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and the District and under which the District will continue to exist after area within the District is annexed for limited purposes or full purposes pursuant to this Agreement;
2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forego annexation of the District;
3. This Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits that are reasonable and equitable with regard to the benefits provided by the other Party;
4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and
5. The City and the District negotiated this Agreement by mutual consent; and the terms of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

**ARTICLE II
DEFINITIONS**

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

“Act” means Texas Local Government Code, §43.0751 and any amendments thereto.

“Agreement” means this Strategic Partnership Agreement between the City and the District.

“Board” means the Board of Directors of the District.

“City” means the City of Fulshear, Texas, a municipal corporation principally situated in Fort Bend County, Texas.

“City Council” means the City Council of the City or any successor governing body.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Development Agreement” means that portion of this Agreement between the City and Landowners.

“District” means WALLER COUNTY ROAD IMPROVEMENT DISTRICT NO. 1 (the “District”), a conservation and reclamation district created by legislation codified as Chapter 3832, Texas Special District Local Laws Code and operating under Chapter 49, Texas Water Code and other applicable laws.

“Effective Date” means the date when this Agreement has been signed by the District and the City.

“ETJ” means the extraterritorial jurisdiction of the City.

“Full Purpose Annexation Conversion Date” means the date on which territory of the District is incorporated within the full purpose boundaries of the City in accordance with this Agreement.

“Government Code” means the Texas Government Code and any amendments thereto.

“Landowners” means a person(s) that owns real property in the District.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“LPA Phase II Area” means the area described in Exhibit A attached hereto and incorporated herein by this reference, save and except any area that is not within the jurisdiction of the City to annex for limited purposes.

“Party” or “Parties” means a party for the parties to this Agreement, being the City, the District and the Landowner.

“Sales and Use Tax” means the sales and use taxes of the City to be imposed in the District pursuant to the Act and this Agreement.

“Tax Code” means the Texas Tax Code and any amendments thereto.

“Vesting Date” means Effective Date.

ARTICLE III LIMITED-PURPOSE ANNEXATION

Section 3.01. Generally.

The Landowners shall file with the City petitions to extend the City's ETJ to cover the LPA Phase II Area. As soon as practicable following the approval and signing of this Agreement by the Parties, the City shall annex the LPA Phase II Area for limited purposes as authorized by this Agreement. The District consents to noncontiguous annexation as specifically authorized by subsection (r) of the Act.

Section 3.02. Powers and Functions Retained by the District.

During the period of limited purpose annexation, and except as limited by this Agreement, the District is authorized to exercise all powers and functions provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of future assets, liabilities, indebtedness, and obligations will remain the responsibility of the District until such time as full purpose annexation occurs or the District is abolished in accordance with this Agreement. City approval is not required for the District to exercise powers granted to it by state law, including powers relating to debts, liabilities, obligations, facilities, property and other functions authorized by law. The District agrees however to not issue new debt within 5 years of the end of the term of this agreement as referenced in Section 7.02 below without prior approval of the City. The maturity date for any additional bonds will not extend beyond the date as established in Section 7.02 without the approval of the City.

Section 3.03. Property Taxes and District Liability for Debts of the City.

During the term of this Agreement, except as provided in Article VII (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

Section 3.04. Regulatory Provisions.

(a) The following provisions govern the application of regulatory provisions with the District from and after the Effective Date:

(1) The County's ordinances, rules and regulations governing signs and outdoor advertising shall apply with the District. City shall have the right to make recommendations concerning signs and outdoor advertising within the District.

(2) Construction criteria for public street shall be established by the engineer for the District for each use or project and must be constructed of concrete but in no event shall the criteria be less stringent than the Waller County road or street criteria. The City is not required to maintain any street or road within the District.

(3) Orders, rules and regulations governing subdivisions, platting, drainage, flood control, flood damage prevention, land development construction and related matters, as adopted by Waller County shall apply within the District rather than the City's regulations. The City is not required to maintain any of the above.

(4) Orders, rules and regulations of the District governing or relating to its facilities, services, operations, powers or functions shall apply within the District.

(5) Only the following laws, rules and regulations of the City to the extent they are enforceable within the City's ETJ shall apply:

To the extent allowed by law the Parties stipulate that The City may enforce its ordinances or the States nuisance ordinances or statutes within 5,000 feet of the City limits.

To the extent allowed by law the Parties stipulate that The City may enforce its ordinances or the States sexually orientated business ordinances within 5,000 feet of the City limits.

(b) It is recognized that §43.002; Texas Local Government and other statutes may allow uses of land to continue (and new uses of land to begin) after annexation in certain circumstances, and those uses would not be subject to prohibition by the City. For purposes of such statutes, the City and the District have determined that the effective date of annexation would be the Effective Date (as to limited purpose annexation).

(c) The District will file with the City a copy of each plat approved by Waller County for the LPA Phase II Area.

(d) The City is not required to provide drainage, flood control, flood damage prevention, water, waste water, fire, police or garbage services to the District.

(e) Neither the Landowner nor the District shall be required by the City to oversize any public improvements that are constructed to serve the Property to serve any areas outside of the Property; provided, however, the City and the Landowner or District may agree to oversizing such facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that either the Landowner or the District shall neither incur nor pay any costs related to the oversizing.

(f) The District will construct a water interconnect to either an adjacent municipal utility district's system or to adjacent City existing water lines at allocation to be determined by the City. The interconnect will be made in accordance with sound engineering criteria. The Landowner will dedicate all easements on the Property necessary to construct the interconnect and the City will provide all off-side easements necessary to construct the interconnect; provided, however, that the interconnect will not be constructed in road right-of-way unless permanent easements in such right-of-way are acquired. Either the District or the Landowner will finance all design and construction costs for the interconnect, other than the costs associated with the acquisition of the necessary offsite easements to be acquired by the City. The interconnect will be made as development on the Property progresses.

(g) The District shall cause the applicable District engineer to provide written notice at least five (5) business days prior to any Waller County or Texas Commission on Environmental Quality inspections set forth herein. Either the District or Landowner shall provide to the City all inspections reports for property within the LPA Phase II Area as they are received by either. Neither the District nor the Landowner, its successors and assigns, shall not

be obligated to apply for, pay for, or obtain from the City any permit for construction of any roads, pavement, drainage, water and wastewater improvements or pay for any City inspection of any such public improvements.

(h) Waller County and the Texas Department of Transportation shall each approve the driveway access layout within the LPA Phase II Area in accordance with the design requirements and regulations adopted by such entity if such approval is required by such entity in accordance with its adopted rules, regulations, statutes and ordinances. Either the Landowner or the District shall provide to the City all TxDOT issued permit or permits for the driveway access layout within the LPA Phase II.

ARTICLE IV SALES AND USE TAX, SERVICES, ETC.

Section 4.01. Imposition of the City's Sales and Use Tax.

Pursuant to Subsection (k) of the Act, the City shall impose its Sales and Use Tax within the LPA Phase II Area upon its limited-purpose annexation. The municipal secretary of the City shall send by United States registered or certified mail to the Comptroller a certified copy of the ordinance that adds the LPA Phase II Area and that shows the effective date of the boundary change. The Sales and Use Tax shall take effect on the date described in Tax Code, §321.102.

Section 4.02. Payment of Sales and Use Tax to the District.

The City shall pay to the District the agreed portion of the Sales and Use Tax revenues generated within the boundaries of the District that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation. The agreed portion is indicated in **Exhibit B**, attached hereto and incorporated here by reference. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 60 days after the close of each calendar quarter.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the District. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

To the extent they are available, the City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to the retail sales and retailers in the Tract with each payment referenced above.

Section 4.03. District Use of Sales and Use Tax Revenue.

(a) The District shall use the Sales and Use Tax revenue provided in Section 4.02 only for purposes for which the District is lawfully authorized to use its own revenues.

(b) As consideration of the receipt of funds from the City as described in this Agreement, the District shall continue to develop, to own and to operate and maintain a water, wastewater, and drainage system in the District and shall take one or a combination of the following actions:

1. Accelerate the development of the water, wastewater and drainage system in the District (including the LPA Phase II Area) as necessary to encourage private investment in new construction in the District (including the LPA Phase II Area);
2. Accelerate reimbursements to developers for eligible infrastructure development to encourage such development in the District (including the LPA Phase II Area);
3. Lower the overall property tax rate to encourage additional investment and development within the District (including the LPA Phase II Area); and/or
4. Perform other District functions that might otherwise be diminished, curtailed, abbreviated or delayed by financial limitations.

The District agrees to operate and maintain water, wastewater, and drainage service to serve the District and the LPA Phase II Area at levels appropriate to the topography, land uses, demand, feasibility and related factors.

(c) If applicable laws (existing or future) impose additional conditions, procedures or restrictions on the use of Sales and Use Tax Revenues paid to the District, the District shall be primarily responsible for complying with such laws. However, the District may request the assistance of the City in achieving or maintaining compliance, and the City agrees to provide reasonable assistance for that purpose. Such assistance may include, for example, meeting and conferring with the District and other agencies, approving or designating projects, reviewing and approving plans and specifications, reviewing and consenting to specific uses of funds, etc. If such laws forbid payment of some part of the Sales and Use Tax Revenues to the District, the City shall notify the District, hold the affected funds in an interest-bearing account and apply the affected funds (with interest) as the District may request in accordance with applicable laws.

Section 4.04. District Audit Rights.

The District may audit the Sales and Use Tax collections by the City to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on thirty (30) days written notice to the City.

Section 4.05. City Audit Rights.

The City may audit the District's expenditures made with the Sales and Use Tax revenue paid under Section 4.02 to determine whether the expenditures have been made by the District in

accordance with Section 4.03. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on thirty (30) days written notice to the District.

**ARTICLE V
INTENTIONALLY LEFT BLANK**

**ARTICLE VI
MATERIAL BREACH, NOTICE
AND REMEDIES**

Section 6.01. Material Breach of Agreement.

(a) It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. A material breach of this Agreement by the District includes any one or more of the following:

1. Failure of the District to allow annexation of the District for limited purposes as authorized by this Agreement; or
2. Failure of the District to operate and maintain the District's water, sewer, and drainage facilities as provided in Article IV.

(b) A material breach of this Agreement by the City includes any one or more of the following:

1. Any attempt by the City to annex any portion of the District for full purposes under circumstances not allowed by this Agreement; or
2. Failure of the City to pay to the District the District's share of the Sales and Use Tax, as provided in Article IV; or
3. Failure of the City to carry out its other obligations under this Agreement.

If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of the Article shall govern the remedies for breach of this Agreement.

Section 6.02. Notice of District's Breach.

(a) The City shall notify the District in writing of an alleged material failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.

(c) If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

(d) If a failure to comply that is defined as a material breach has occurred, is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 6.04(A).

Section 6.03. Notice of City's Breach.

(a) The District shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

(b) The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

(c) If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

(d) If a failure to comply that is defined as a material breach has occurred, is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 6.04(B).

Section 6.04. Remedies.

(a) If the District has committed a material breach of this Agreement, and the breach has not been cured after notice as provided in this Article, the City may file suit in a court of competent jurisdiction in Waller County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate and injunctive relief. Governmental immunity is specifically waived for injunctive relief.

(b) If the City has committed a material breach of this Agreement, and the breach has not been cured after notice as provided in this Article, the District may file suit in a court of competent jurisdiction in Waller County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate and injunctive relief. Governmental immunity is specifically waived for injunctive relief.

ARTICLE VII BUILDING AGREEMENT, TERM, AND AMENDMENT

Section 7.01. Beneficiaries.

This Agreement binds and inures to the benefit of the Parties, their successors and assigns as well as Landowner(s) and residents of the District. The District shall record this Agreement with the County Clerk in the Official Records of Waller County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act. The terms of this Agreement shall constitute covenants running with the land comprising the LPA Phase II Area and shall be binding on all future Landowners.

Section 7.02. Term.

This Agreement commences and binds the Parties on the Effective Date and continues for an initial term ending at 11:59 PM on December 31, 2044, unless sooner terminated as specifically allowed by this Agreement. If full purpose annexation does not occur upon the expiration of the initial term, the term is extended for successive one-year terms until conversion to full purpose annexation occurs. The District agrees to notify the City 90 days in advance of a proposed dissolution of the District. The District agrees not to dissolve while there remains outstanding bonds or debt of the District.

Section 7.03. Amendment.

The Parties by mutual written consent may amend the terms of this Agreement at any time.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01. Notice.

Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party; (i) by delivering the Notice in person; (ii) by depositing the Notice in the United States Mail , certified or registered, return receipt requested, postage

prepaid, addressed to the Party to be notified; (iii) by depositing the Notice with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified; or (iv) by sending the Notice by telefax. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

With a copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024

District: Waller County Road Improvement District No. 1
C/O Germer PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701
409-654-6700
Attn: Mr. Guy Goodson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 8.02. Time.

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.03. Severability.

In the event any clause, phrase, provision, sentence or part of this Agreement or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional. However, if any such judgment or holding substantially impairs a right or benefit expected by the District under this Agreement, the District shall have

the right to: (i) seek equitable reformation of this Agreement; or (ii) terminate this Agreement as provided in Section 6.05 (relating to special termination).

Section 8.04. Waiver.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05. Applicable Law and Venue.

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Waller County, Texas.

Section 8.06. Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

8.07. Further Documents.

The Parties agree that at any time after executing of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. It is currently contemplated that the Parties will add additional land and full purpose 1,000' wide annexation provisions to this Agreement and the Parties agree to work in good faith to accomplish such.

8.08. Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 8.09. Effect of State and Federal Laws.

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and any other provisions implementing such statutes or regulations.

Section 8.10. Authority for Execution.

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the City Council. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

WALLER COUNTY ROAD IMPROVEMENT
DISTRICT NO. 1

Date signed: _____

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors
Tax ID No. _____

CITY OF FULSHEAR, TEXAS

Date signed: 7-15-2014

By: Thomas C. Kuykendall Jr.
Thomas C. Kuykendall, Jr., Mayor

ATTEST:

D. Gordon Offord
D. Gordon Offord, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this ___ day of _____, 2014, by Kevin Staloch, as President, of Waller County Road Improvement District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

(NOTARY SEAL)

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this ___ day of _____, 2014, by Robert Spears, as Secretary, of Waller County Road Improvement District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

(NOTARY SEAL)

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this ___ day of _____, 2014, by Thomas C. Kuykendall, Jr., as Mayor, of the City of Fulshear, Texas, a Texas general law municipality.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Landowner:

I-10 NE Partners, L.P

By: Rancho General, Inc., its general partner

By: Mike Magness, its president

By: _____

Name: Mike Magness

Date: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this ___ day of _____, 2014, by Mike Magness, as _____, of I-10 NE Partners, LP, a Texas Limited Partnership.

Notary Public in and for the State of Texas

(NOTARY SEAL)

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me this ___ day of _____, 2014, by Kevin E. Staloch, as the Board President of Waller County Road Improvement District No. 1.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Exhibit "A"

All that certain 58.53 acres of land, which is all of the 15.000 acre tract described as Tract 1, the residue of the 23.3693 acre tract described as Tract 2, all of the 12.3562 acre tract described as Tract 3 and all of the 14.0421 acre tract described as Tract 4 in the deed form Louis A. Tsakiris Family Partnership LTD. to I-10 NE Partners, L.P. recorded under Volume 968, Page 718, in the Deed Records of Waller County, Texas, in the H. & T.C. R.R. Co. Survey Section 103, A-169, Waller County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone NAD 83). Being the same property as identified collectively under Volume 181, Page 292, in the Deed Records of Waller County, Texas.

BEGINNING at a 5/8" iron rod found for the northeast corner of said Tract 2, common to an angle corner of the herein described tract;

THENCE North 25° 47' 02" West – 295.63', along the west line of aforesaid Tract 4 and the southwesterly line of aforesaid Tract 1, to a 5/8" iron rod found for an angle corner of said Tract 1;

THENCE North 25° 27' 22" East – 365.53' to a 5/8" iron rod found for the northwest corner of said Tract 1, common to the most northerly northwest corner of the herein described tract;

THENCE North 88° 14' 37" East – 1628.47', along the north line of said Tract 1 and the north line of aforesaid Tract 3, to a 1" iron rod found at the northeast corner of said Tract 3, common to the northeast corner of the herein described tract;

THENCE South 01° 15' 16" East – 1096.88', along the east line of said Tract 3, to the southeast corner of the herein described tract, in the north line of Interstate Highway No. 10 (320' right of way);

THENCE South 88° 17' 10" West – 2419.01' along said north right of way line, common to the south line of said Tract 3, aforesaid Tract 4 and aforesaid Tract 2, to the east corner of the 6.263 acre tract described in the deed from Rancho Del Austin Partners, L.P. to Waller County, Texas recorded under Volume 975, Page 505 in the Deed Records of Waller County, Texas, common to the southwest corner of the herein described tract;

THENCE North 81° 11' 48" West – 343.32', along a northeasterly line of said 6.263 acre tract, to the Point of Curvature of a curve to the right, having a central angle of 41° 35' 11", a radius of 660.00', and a chord bearing and distance of North 60° 24' 13" West – 468.60';

THENCE along said curve to the right, an arc distance of 479.04' to the end of curve;

THENCE North 39° 36' 37" West – 109.79', continuing along a northeasterly line of said 6.263 acre tract, to the Point of Curvature of a curve to the left, having a central angle of 16° 02' 17", a radius of 550.00', and a chord bearing and distance of North 47° 37' 45" West – 153.45';

THENCE along said curve to the left, an arc distance of 153.95' to the end of curve, common to the most westerly northwest corner of the herein described tract;

THENCE 88° 15' 14" East – 1668.57', along the north line of aforesaid Tract 2, to the **POINT OF BEGINNING** of the herein described tract and containing 58.53 acres of land.

EXHIBIT "B"

The following schedule outlines the amount of sales and use tax collected within the boundaries of the property described in Exhibit "A," that shall be paid to Waller County Road Improvement District No. 1:

Years 1-5	90%
Years 6-10	80%
Years 11-16	70%
Years 16-20	60%
Years 21-25	50%
Years 26 until dissolution	50%

ORDINANCE NO. 2014-1150

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AFFIRMING DEAD END STATUS OF COUNTRY, LEA, PENN, OAK, SHADY, TERRY, WALKER AND RED BIRD LANES AS PREVIOUSLY DESIGNATED IN THE CITY'S MAJOR THOROUGHFARE PLAN; PROVIDING FOR EXCEPTIONS AS TO APPLICABILITY OF ORDINANCE 2013-1092 SECTION 18 C 6 AND SECTION 18 E PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Fulshear, Texas previously adopted a Major Thoroughfare in Ordinance No. 2013-1115 and amended it through Ordinance No. 2014-1141; and

WHEREAS, the plan as adopted and amended provided that Country, Lea, Penn, Oak, Shady, Terry, Walker and Red Bird Lanes were to terminate in their current condition and not connect to any other arterial street than those to which they currently connect;

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

SECTION 1.0

ADOPTED: The purpose of this Ordinance affirms the "Dead End" status of Country, Lea, Penn, Oak, Shady, Terry, Walker and Red Bird Lanes were to terminate in their current condition and not connect to any other arterial street than those to which they currently connect as detailed in the City's adopted Major Thoroughfare Plan.

SECTION 2.0

Ordinance 2013-1092 Section 18 (C)(6) shall not apply to the above named streets unless further approval by ordinance is given by the City Council.

SECTION 3.0

Ordinance 2013-1092 Section 18 (E) shall apply to the above named streets as to the establishment of One Foot Reserves but no connection to the One Foot Reserves shall be allowed without prior approval by the City Council by ordinance.

SECTION 4.0

LIABILITY: Neither the City nor any authorized agent acting under the terms of this Ordinance shall be liable or have any liability by reason of orders issued or work done in compliance with the terms of this Ordinance.

SECTION 5.0

REPEALER: All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 6.0

SEVERABILITY: Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other that the part so declared to be invalid, illegal or unconstitutional.

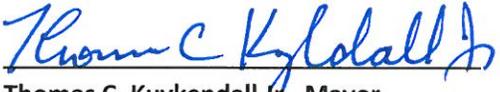
SECTION 7.0

EFFECTIVE DATE: This Ordinance shall take effect immediately from and after its passage.

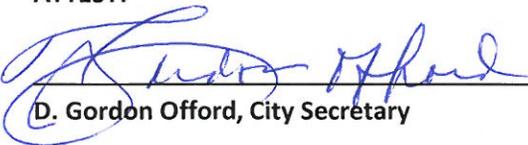
SECTION 8.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

This Ordinance duly passed and adopted on this the 15th of July, 2014.


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE 2014-1151

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, INSTALLING A STOP SIGN AT THE INTERSECTION OF SUGAR BERRY CRESCENT AND LAKE HILL FARM WAY NEAR THAT STREET'S INTERSECTION WITH FULSHEAR TRACE; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Fulshear, Texas, ("City") is continuously reviewing the safety of the streets and highways under its jurisdiction; and

WHEREAS, the Engineer for the MUD Constructing said streets recommended to the City Council that a stop sign be placed on the Eastern quadrant of Sugarberry Crescent at its intersection with Lake Hill Farm Way, stopping traffic moving Northwesterly along Sugarberry Crescent;

WHEREAS, The City Council finds that installing this stop sign is in the best interest of the City and promotes the safety and general welfare of the public; and

WHEREAS, The City has the authority to designate an intersection as a stop intersection (stop sign) as provided by the Texas Transportation Code;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

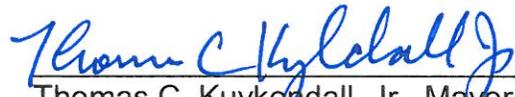
Section 2. The MUD Engineer or his designee shall erect stop signage on the Eastern quadrant of Sugarberry Crescent at its intersection with Lake Hill Farm Way, stopping traffic moving Northwesterly along Sugarberry Crescent with such signage conforming to the current Texas Manual on Uniform Traffic Control Devices.

Section 4. Penalty. Unless directed to proceed by a police officer or traffic-control signal, the operator of a vehicle or streetcar approaching an intersection with a stop sign shall stop before entering the crosswalk on the near side of the intersection. In the absence of a crosswalk, the operator shall stop at a clearly marked stop line. In the absence of a stop line, the operator shall stop at the place nearest the intersecting roadway where the operator has a view of approaching traffic on the intersecting roadway. An operator of a vehicle or streetcar who fails to comply with this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than two hundred dollars (\$200.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense.

Section 5. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

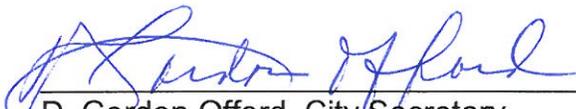
Section 6. Effective date. This Ordinance shall become effective when published as required by law.

PASSED, APPROVED, and ADOPTED this 15th day of July, 2014.

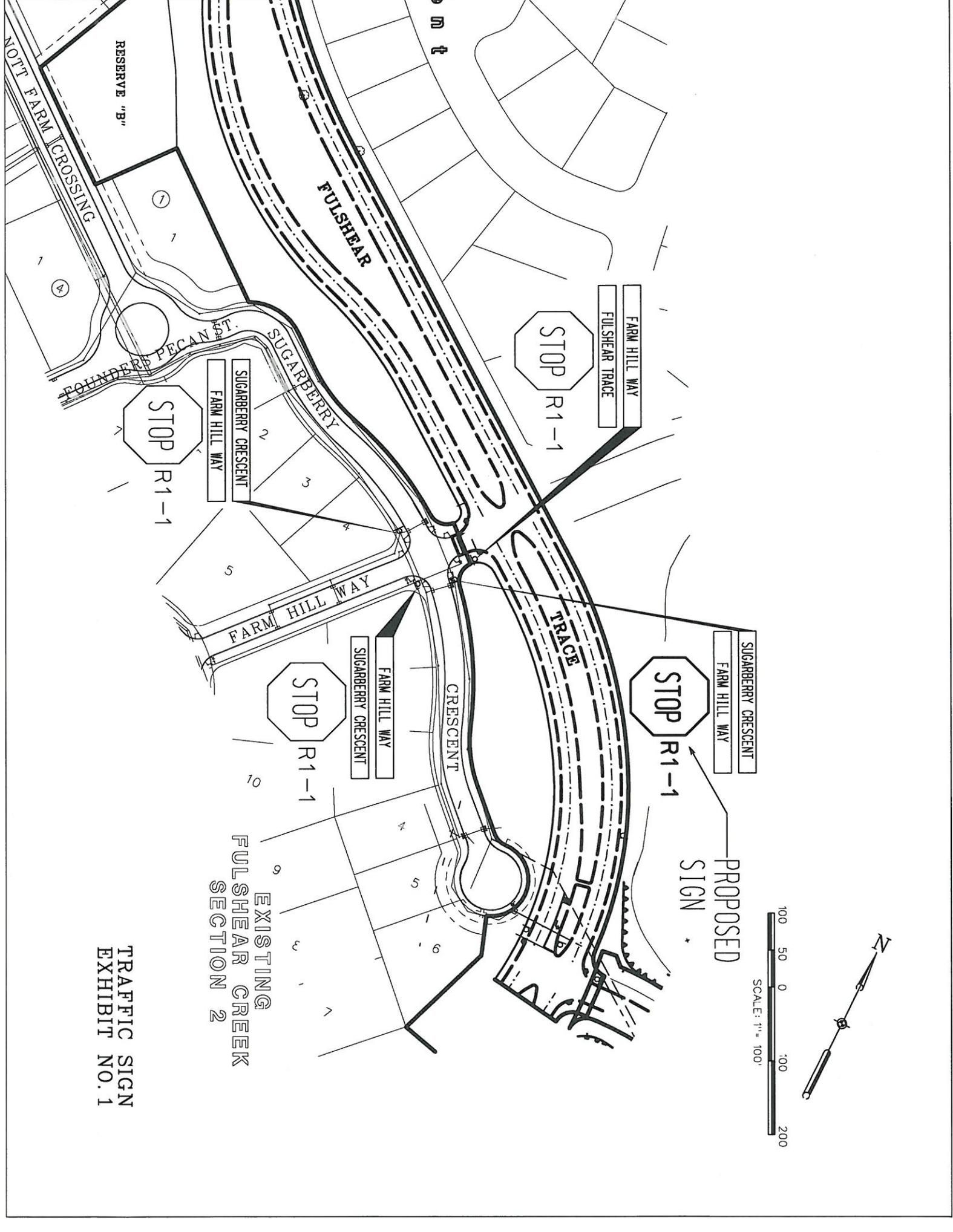


Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

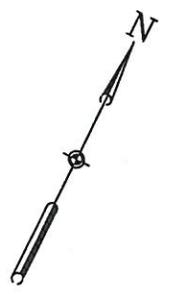


TRAFFIC SIGN
EXHIBIT NO. 1

EXISTING
FULSHEAR CREEK
SECTION 2

PROPOSED
SIGN

SCALE: 1" = 100'



NOTT FARM CROSSING

RESERVE "B"

FULSHEAR

SUGARBERRY

SUGARBERRY CRESCENT
FARM HILL WAY

STOP R1-1

FARM HILL WAY
FULSHEAR TRACE

STOP R1-1

FARM HILL WAY

FARM HILL WAY
SUGARBERRY CRESCENT

STOP R1-1

CRESCENT

SUGARBERRY CRESCENT
FARM HILL WAY

STOP R1-1

TRACE



July 8, 2014

City of Fulshear
c/o Clay & Leyendecker
1350 Ave D
Katy, TX 77493

Attn: Mr. David Leyendecker, P.E.

Re: Fulshear Creek Crossing
Farm Hill Way @ Sugarberry Crossing
Traffic Sign Recommendation

Dear Mr. Leyendecker:

This letter serves as a written recommendation to install a Stop Sign (classification R1-1) as shown on the attached exhibit. Currently a sign post is in the location of this requested sign and on this post are mounted street name signs (Farm Hill Way/Sugarberry Crescent). We recommend adding a Stop Sign to this post as stated in the beginning of this letter.

In observation of the existing site condition, this recommended sign will provide a more safe traffic movement and should be more in line with driver expectancy. If you should have any questions or if you should need any additional information, feel free to contact me at your earliest convenience.

Sincerely,

7/8/14



Keith Mahon, P.E.
Senior Transportation Engineer

Attachment

cc:

Ralph Saldaña, P.E.

ORDINANCE NO. 2014-1152

AN ORDINANCE AMENDING ORDINANCE NO. 2012-1080, SECTION 2.0, PARAGRAPH (A) TO INCLUDE FRY ROAD AND FULSHEAR AS DESIGNATED TRUCK ROUTES AS DEFINITION; ADDING PARAGRAPH (E) TO THE SAME DIRECTING THE INSTALLATION OF "NO THRU TRUCK ROUTE" SIGNS ON CERTAIN STREETS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 2012-1080 to clarify designated truck routes through the City; and

WHEREAS, the City wishes to amend the Ordinance to clarify its regulations.

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

SECTION 1.0

AMENDED: The Sections below are hereby amended to read as follows:

- 1) Section 2.0, Paragraph (A) of Ordinance No. 2012-1080 is hereby amended to include the following language:

"Designated truck routes means all state-maintained highways in the City, and Cross Creek Ranch Blvd. south of Fulshear Bend Blvd., Fry Road, Fulshear Bend Blvd., Syms Street and Fifth Street."

- 2) Section 2.0, Paragraph of Ordinance No. 2012-1080 is hereby amended to include:

"(E) No Thru Trucks Signs. The City Engineer or his designee shall ensure that "No Thru Trucks" signage is appropriately installed on Bois D'Arc Lane, Wilson Street, Harris Street, Cross Creek Bend Blvd. north of Fulshear Bend Blvd., Fulshear Katy Rd, and on East and West 1st, 2nd, 3rd and 4th Streets. Said signs shall conform to the current Texas Manual on Uniform Traffic Control Devices "

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

- **REPEALING CLAUSE:** All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day following the adoption of the Ordinance by City Council.

SECTION 5.0

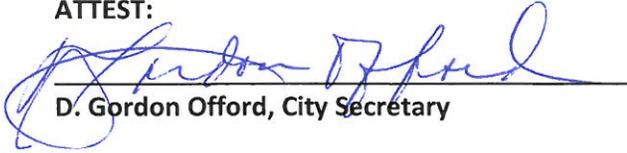
PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF JANUARY, 2014.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1153

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NOS. 2013-1110, 2014-1132 AND 2014-1139 ORDINANCES APPROVING, ADOPTING AND AMENDING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2013-2014, BY APPROVING "BUDGET AMENDMENT III" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2013-2014"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 2013-1110, the City Council of the City of Fulshear, Texas, adopted its "Original General Budget for Fiscal Year 2013-2014"; and

WHEREAS, Ordinance Nos. 2014-1132 and 2014-1139 amended said Budget; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2013-2014; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, STATE OF TEXAS:

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt an amendment to the City of Fulshear's 2013-2014 Budget.

SECTION 2.0

AMENDED: The "Original General Budget of the City of Fulshear, Texas, for the Fiscal Year 2013-2014," as adopted under Ordinance No. 2013-1110 and amended under Ordinance Nos. 2014-1132 and 2014-1139 is hereby amended for municipal purposes as shown on "Budget Amendment III" to the "Original Budget of the City of Fulshear Texas, for the Fiscal year 2013-2014" attached hereto. Said Budget Amendment III shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 3.0

AUTHORIZED EXPENDITURE: That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

SECTION 4.0

NON-REPEALER: That except as amended hereby, or as heretofore amended, the provisions of Ordinance Nos. 2013-1110 2014-1132 and 2014-1139 shall remain in full force and effect.

SECTION 5.0

SEVERABILITY: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 6.0

EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ft. Bend County as required by Chapter 102 of the Texas Local Government Code.

This Ordinance duly passed and adopted on this the 15th of July, 2014.


Thomas C. Kuykendall Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

<u>POLICE</u>	CURRENT	BENEFIT	
CHIEF	\$77,339.75	\$7,854.24	
<i>WAGES</i>			
SALDANA	\$52,612.56	\$7,854.24	24.09
MILLER	\$52,612.56	\$7,854.24	24.09
TURNER	\$45,099.60	\$7,854.24	20.65
COVILLO	\$44,182.32	\$7,854.24	20.63
VARGAS	\$45,077.76	\$7,854.24	20.64
MCCOY	\$49,227.36	\$7,854.24	22.54
BRALY	\$43,789.20	\$7,199.72	20.05
MOORE	\$35,721.00	\$5,890.68	20.25
RAYMER	\$10,812.00	\$1,963.56	
TOTAL	\$379,134.36	\$70,033.64	
BUDGET	\$442,314.00	\$82,530.00	
DIFFERENCE	\$63,179.64	\$12,496.36	
CAPTAIN	\$5,405.40		
SRGNT	3187.8		
NEW HIRE	\$18,711.00		
BENEFIT	\$2,618.08		
TOTAL NEEDED	\$29,922.28		

<u>PERMITS</u>		BENEFIT
MORRIS	\$61,296.49	\$7,854.24
WAGES		
BURCIAGA	\$16,034.00	\$0.00
RIDGE	\$4,685.00	\$0.00
RODRIGUEZ	\$2,897.00	\$654.52
JENSEN	\$23,654.40	\$5,890.68
LANGFORD	\$39,799.20	\$6,545.20
YOUNG	\$41,850.00	\$7,854.24
TOTAL	\$128,919.60	\$28,798.88
BUDGET	\$170,549.20	\$27,940.00
DIFFERENCE	\$41,629.60	-\$858.88
INSP. WAGE	\$19,360.00	
INSP. BENEFIT	\$2,618.08	
PT WAGE	\$4,787.20	
SUPPLIES	\$3,500.00	
TOTAL NEED	\$30,265.28	

ADMINISTRATION

<i>SALARIED</i>		MEDICL
BRASHEAR	44,423.00	7,854.25
SNIPES	97,380.00	7,854.25
OFFORD	51,255.00	7,854.25
MAYOR	9,600.00	
TOTAL	202,658.00	
BUDGET	205,845.00	
DIFFERENCE	3,187.00	
 <i>WAGES</i>		
MARTIN	26,560.00	5,236.16
RAYMER	10,812.00	1,963.56
INTERN	3,000.00	0.00
TOTAL	40,372.00	30,762.47
BUDGET	40,600.00	35,370.00
DIFFERENCE	228.00	4,607.53

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MERIT INCREASE	2,000.00
NEW WAGES	9,600.00
BENEFITS	1,963.56
SUPPLIES	3,500.00
TOTAL NEED	17,063.56

NON DPT.

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL		INCREASE		DECREASE		NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	BUDGET	ACTUAL	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	BUDGET BALANCE					
5000-542500	MERCHANT SERVICE FEES	\$500.00	\$	938.00	\$	1,200.00	\$	-	\$	\$1,700.00			\$762.00	CREDIT CARD FEES
5000-5468-00	RAILROAD PIPELINE RENTAL	\$450.00	\$	463.00	\$	13.00	\$	-	\$	\$463.00			\$0.00	OVERAGE
5000-5311-00	SUPPLIES	\$4,500.00	\$	4,400.00	\$	500.00	\$	-	\$	\$5,000.00			\$600.00	WATER/SUPPLIES
5000-5461-00	CONTRACT SERVICE-LABOR	\$2,000.00	\$	350.00	\$		\$	(1,650.00)	\$	\$350.00			\$0.00	TO OFFSET OVERAGE/ BALANCE DEPT.
5000-5421-04	ERRORS & OMISSIONS	\$3,000.00	\$	2,926.00	\$		\$	(63.00)	\$	\$2,937.00			\$11.00	TO OFFSET OVERAGE/ BALANCE DEPT.
5000-5381-00	CONTINGENCY	\$15,000.00	\$	-	\$		\$	(15,000.00)	\$	\$0.00			\$0.00	TO COVER ADMIN OVERAGES
5000-5414-00	PROF. SERVICES - CONSULTING	\$45,000.00	\$	-	\$		\$	(45,000.00)	\$	\$23,489.00			\$23,489.00	TO COVER ADMIN/DEBT OVERAGE
	DEPT. TOTAL			9,077.00		1,713.00		(38,224.00)		\$33,939.00		-52%		-\$36,511.00

ADMIN

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL		INCREASE		DECREASE		NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	BUDGET	ACTUAL	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	BUDGET BALANCE					
5120-5363-01	AUTO - MAINTENANCE	\$600.00	\$	608.17	\$	60.00	\$	-	\$	\$660.00			\$51.83	FINAL QUARTER EXPENSES
5120-5411-01	LEGAL - LICSD	\$1,000.00	\$	1,384.50	\$	800.00	\$	-	\$	\$1,800.00			\$415.50	OVERAGE/FINAL QUTR EXPENSES
5120-5411-02	LEGAL - DEVELOPMENT	\$35,000.00	\$	63,097.00	\$	38,000.00	\$		\$	\$73,000.00			\$9,903.00	OVERAGE/FINAL QUTR EXPENSES
5120-5412-00	PROF. SERVICES ACCOUNTING	\$30,000.00	\$	28,152.00	\$		\$	(1,848.00)	\$	\$28,152.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
5120-5434-00	TELECOMMUNICATIONS	\$1,500.00	\$	1,542.00	\$	250.00	\$		\$	\$1,750.00			\$208.00	OVERAGE/FINAL QUTR EXPENSES
5120-5461-05	PROF. SERVICES INFO TECH	\$1,500.00	\$	-	\$		\$	(1,500.00)	\$	\$0.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
5120-5475-01	CREDIT CARD FEES	\$250.00	\$	547.13	\$	500.00	\$		\$	\$750.00			\$202.87	OVERAGE/FINAL QUTR EXPENSES
5120-5475-00	BANK CHARGES	\$500.00	\$	-	\$		\$	(500.00)	\$	\$0.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
5120-5475-03	TAX PENALTIES	\$500.00	\$	1,602.00	\$	1,600.00	\$		\$	\$2,100.00			\$498.00	OVERAGE/FINAL QTR EXPENSE
5120-5515-00	ADVERTISING	\$500.00	\$	-	\$		\$	(500.00)	\$	\$0.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
5120-5529-00	CONTINGENCY	\$1,500.00	\$	1.00	\$		\$	(1,499.00)	\$	\$1.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
	DEPT. TOTAL			96,933.80		41,210.00		(5,847.00)		\$108,213.00		49%		\$35,363.00

FACILITIES

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL		INCREASE		DECREASE		NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	BUDGET	ACTUAL	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	BUDGET BALANCE					
5190-5211-00	COMM CENTER SUPERVISOR	\$2,040.00	\$	1,923.00	\$	383.00	\$	-	\$	\$2,423.00			\$500.00	FINAL QUARTER EXPENSES
5190-5431-01	PROPERTY INSURANCE	\$1,925.00	\$	3,088.00	\$	1,163.00	\$	-	\$	\$3,088.00			\$0.00	OVERAGE
5190-5434-00	TELECOMMUNICATIONS	\$5,200.00	\$	6,942.00	\$	4,538.00	\$	-	\$	\$9,738.00			\$2,796.00	OVERAGE/FINAL QUTR EXPENSES
5190-5435-00	PEST CONTROL SERVICES	\$600.00	\$	630.00	\$	200.00	\$	-	\$	\$800.00			\$170.00	OVERAGE/FINAL QUTR EXPENSES
5190-5570-01	MAINTENANCE	\$7,000.00	\$	11,766.00	\$	8,000.00	\$	-	\$	\$15,000.00			\$3,234.00	OVERAGE/FINAL QUTR EXPENSES
5190-5650-04	CAPITAL IMPROVEMENTS	\$54,500.00	\$	-	\$		\$	(54,500.00)	\$	\$40,216.00			\$40,216.00	TO OFFSET OVERAGE/BALANCE DEPT.
	DEPT. TOTAL			\$71,265.00		\$24,349.00		\$14,284.00		\$71,265.00		0%		\$0.00

STREETS

ACCOUNT	DESCRIPTION	CURRENT		INCREASE		DECREASE		NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	ACTUAL					AMENDED BUDGET				
5410-5311-01	SGNAGE SUPPLIES	\$2,500.00	\$ 3,397.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$3,500.00			\$103.00	OVERAGE/FINAL QUTR EXPENSES
5410-5350-00	STREET MAINTENANCE	\$30,000.00	\$ 620.00	\$ -	\$ (1,000.00)	\$ (1,000.00)	\$ -	\$29,000.00			\$28,380.00	TO OFFSET OVERAGE/BALANCE DEPT.
	DEPT. TOTAL	\$32,500.00	\$ 4,017.00	\$ 1,000.00	\$ (1,000.00)	\$ (1,000.00)	\$ -	\$32,500.00		0%		\$0.00

PUB WKS

ACCOUNT	DESCRIPTION	CURRENT		INCREASE		DECREASE		NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	ACTUAL					AMENDED BUDGET				
5510-5238-00	RETIREMENT	\$2,313.00	\$ 2,347.00	\$ 600.00	\$ -	\$ -	\$ -	\$2,913.00			\$566.00	OVERAGE/FINAL QUTR EXPENSES
5510-5528-00	TRAINING	\$5,000.00	\$ -	\$ -	\$ (600.00)	\$ (600.00)	\$ -	\$4,400.00			\$4,400.00	TO OFFSET OVERAGE/BALANCE DEPT.
	DEPT. TOTAL	\$7,313.00	\$ 2,347.00	\$ 600.00	\$ (600.00)	\$ (600.00)	\$ -	\$7,313.00		0%		\$0.00

PERMITS

ACCOUNT	DESCRIPTION	CURRENT		INCREASE		DECREASE		NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	ACTUAL					AMENDED BUDGET				
5530-5520-00	PRINTING	\$1,500.00	\$ 1,931.00	\$ 431.00	\$ -	\$ -	\$ -	\$1,931.00			\$0.00	OVERAGE/FINAL QUTR EXPENSES
5530-5527-00	DUES/MEMBERSHIPS	\$1,000.00	\$ 472.00	\$ -	\$ (528.00)	\$ (528.00)	\$ -	\$472.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
5530-5528-00	TRAVEL & TRAINING	\$5,000.00	\$ 5,110.00	\$ 250.00	\$ -	\$ -	\$ -	\$5,250.00			\$140.00	OVERAGE/FINAL QUTR EXPENSES
5530-5560-07	SOFTWARE MAINTENANCE	\$3,515.00	\$ 5,052.00	\$ 1,537.00	\$ -	\$ -	\$ -	\$5,052.00			\$0.00	OVERAGE
5530-5650-00	CAPITAL - EQUIPMENT	\$20,000.00	\$ 19,888.00	\$ -	\$ (112.00)	\$ (112.00)	\$ -	\$19,888.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
5530-5469-00	EQUIPMENT RENTAL	\$2,400.00	\$ 332.00	\$ -	\$ (1,578.00)	\$ (1,578.00)	\$ -	\$822.00			\$490.00	TO OFFSET OVERAGE/BALANCE DEPT.
	DEPT. TOTAL	\$33,415.00	\$ 32,785.00	\$ 2,218.00	\$ (2,218.00)	\$ (2,218.00)	\$ -	\$33,415.00		0%		\$0.00

DEBT

ACCOUNT	DESCRIPTION	CURRENT		INCREASE		DECREASE		NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	ACTUAL					AMENDED BUDGET				
5700-5710-01	EQUIPMENT/COPIER LEASE	\$900.00	\$ 2,160.00	\$ 1,260.00	\$ -	\$ -	\$ -	\$2,160.00			\$0.00	OVERAGE
5700-710-04	EQUIPMENT LEASE - PD	\$8,800.00	\$ 8,688.00	\$ -	\$ (112.00)	\$ (112.00)	\$ -	\$8,688.00			\$0.00	TO OFFSET OVERAGE/BALANCE DEPT.
	DEPT. TOTAL	\$9,700.00	\$ 10,848.00	\$ 1,260.00	\$ (112.00)	\$ (112.00)	\$ -	\$10,848.00		12%		\$1,148.00

ORDINANCE NO. 2014-1154 Dis-Annexing 10.737 Acre Tract of Landed Owned by JD McCann **DENIED**

ORDINANCE NO. 2014-1155

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ESTABLISHING A "NO PARKING – TOW AWAY ZONE" ON A CERTAIN PORTION OF FLEWELLEN OAKS LANE WITHIN THE CITY; PROVIDING PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, The City Council of the City of Fulshear, Texas, has determined that vehicles parking within the Right of Way on western side of Flewellen Oaks Lane poses a danger to the public by inhibiting the flow of traffic thereby affecting the safety and welfare of the traveling public, pedestrians, consumers, and property owners on such street; and

WHEREAS, the City Council deems it necessary and advisable to establish upon such street "No Parking – Tow Away Zone" signs;

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

Section 1. The facts and recitations contained in the preamble of this Ordinance are found to be true and correct and incorporated herein for all purposes.

Section 2. It shall be unlawful for any person, having registered in his or her name or owning or operating or having charge of any vehicle, to allow or permit the vehicle to be stopped, standing, or parked upon the Right of Way, where signs prohibit such activity, on the following street:

The west side of Flewellen Oaks Lane from its intersection with South Fry Road for a distance of two thousand, seven hundred and thirty one feet (2,731 feet) to its intersection with FM 1463.

Section 3. When any person is charged with violating this Ordinance, then proof that the vehicle was owned by the person charged with the offense on the date of the alleged offense shall constitute prima facie evidence that the vehicle was stopped, standing, or parked by the owner, but the owner shall have the right to introduce evidence to show that such vehicle was not stopped, standing, or parked by him or her as charged in the complaint.

Section 4. The City Council directs the Police Chief to have installed official traffic control devices giving notice of such "No Parking - Tow Away Zone" signs. The Police Chief is charged with determining the location for the placement of signs within the parameters set forth in Section 2 above.

Section 5. *Penalty for Violation – Fine.* Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 6. *Penalty for Violation – Towing.* Vehicles illegally stopped, standing, or parked in violation of this Ordinance may be removed and impounded in the manner provided under Chapter 2308 of the Texas Occupations Code. The City of Fulshear, Texas, or its officers, agents, employees, or representatives shall not be responsible for any damage to any vehicle(s) removed and impounded.

Section 7. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the

same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. *Effective Date.* This Ordinance shall be effective when published as required by law and when signs are erected.

PASSED, APPROVED, and ADOPTED on this 29th day of July, 2014.


Thomas C. Kuykendall, Mayor

ATTEST:


D. Gordon Offord, City Secretary

July 25, 2014

Mr. C. J. Snipes, City Administrator
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: No Parking Zone – Flewellen Oaks
Fulshear, Texas

Dear CJ:

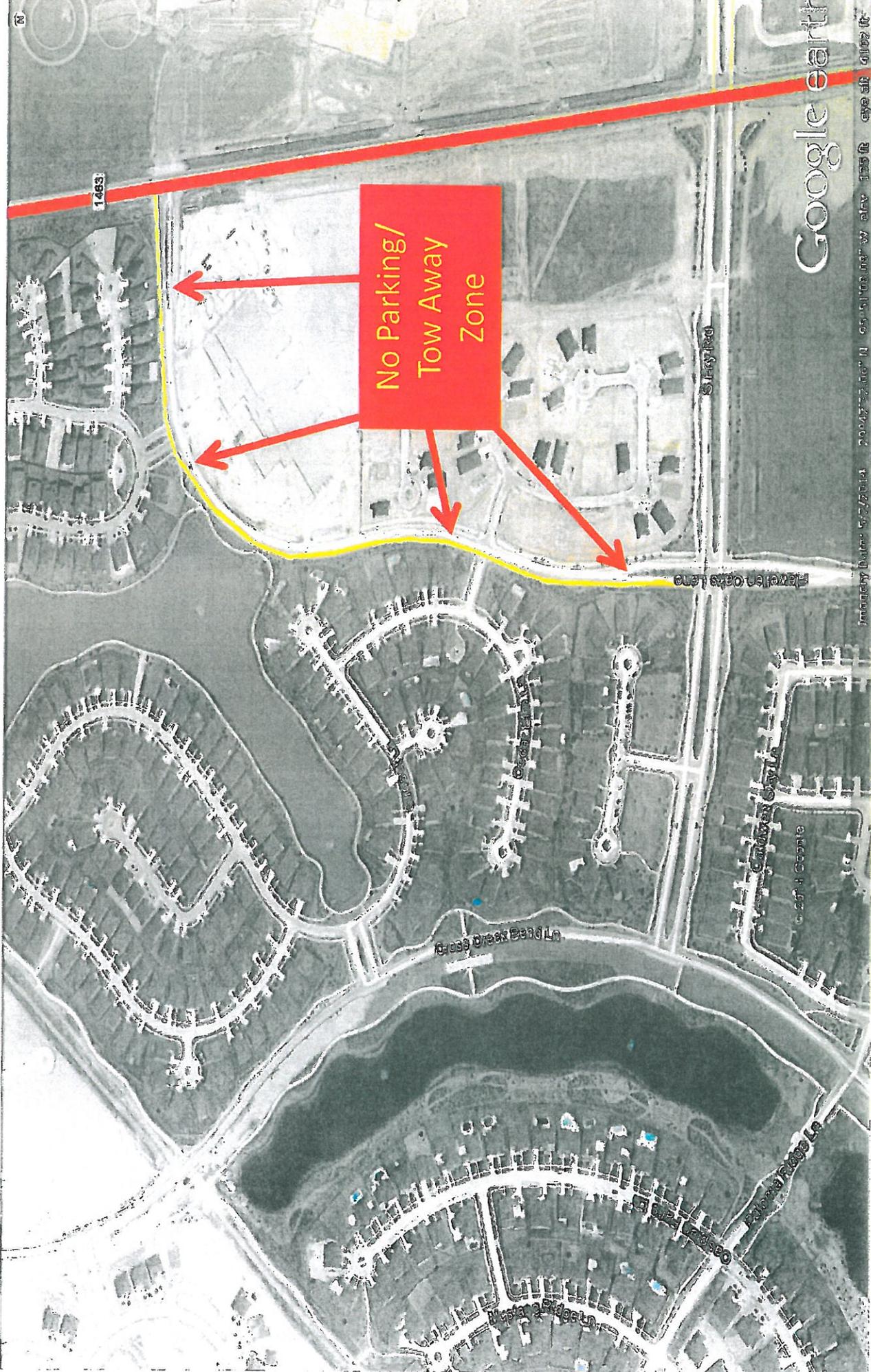
As you requested, I have looked at the area along Flewellen Oaks in the vicinity of South Fry Road. With the school in the area I recommend that the City extend the "No Parking" Zone along the West side of Flewellen Oaks from its intersection with South Fry Road to its intersection with F.M. 1463. If you need additional information or if you have any questions please feel free to contact me.

Very truly yours,



David Leyendecker, P.E., R.P.L.S.

DL/pe



No Parking/
Tow Away
Zone



Google earth

Thursday Date: 5/7/2014 2:04:25 PM | 65° 51' 03.00" W alt: 135 ft eye alt: 4162 ft

1483

S Haywood

Paloma Ridge Ln

Gross Creek Blvd Ln

Paloma Ridge Ln

Hwy 101

ORDINANCE NO. 2014-1156 School Zone on Flewellen Oaks Lane **TABLED**

ORDINANCE NO. 2014-1157

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING ORDINANCE NO. 2012-1058, SECTION 5.0, SUBPARAGRAPH (17) TO ALLOW FOR OFF-PREMISE SIGNAGE WHERE TWO OR MORE COMMERCIAL PROPERTIES SHARE A SINGLE POINT OF INGRESS AND EGRESS; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fulshear, Texas ("City") adopted Ordinance No. 2012-1058 to regulate signage throughout the City and its extraterritorial jurisdiction; and

WHEREAS, the City Council believes it is in the interest of the health, safety, and welfare of the citizens to reduce the overall number of signs within the community by allowing consolidated and shared signage for adjoining properties; and

WHEREAS, the City wishes to amend previously adopted Ordinance 2012-1058 to permit consolidated and shared signage for adjoining properties.

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. Section 5.0, subparagraph (17) of Ordinance No. 2012-1058 is hereby repealed and replaced with a new subparagraph (17) to read as follows:

"Off premise Signs. Off premise signs shall be prohibited unless they are associated with two (2), or more, separate, but adjoining commercial properties sharing a single ingress and egress which is the only point of access to a Public Right of Way. Said signage shall conform to the design requirements of Section 4.0, Paragraph 1). Sub-Paragraph (a) entitled Monument Signs."

Section 3. *Penalties.* Any person who violates or causes, allows or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense. To the extent that any conduct in

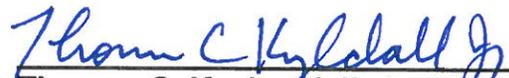
violation of this Ordinance also constitutes a violation of state law, then the conduct shall be punishable under the applicable state law.

Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. Repeal. All other ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF AUGUST, 2014.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1158 – Tabled at 8/19/14 City Council Meeting

ORDINANCE NO. 2014-1159

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, DESIGNATING A SCHOOL ZONE WITHIN THE CITY OF FULSHEAR AND DIRECTING THAT THE LIST OF EXISTING SCHOOL ZONES ON FILE WITH THE CITY SECRETARY FOR THE CITY BE AMENDED TO ADD THAT PORTION OF <ENTER STREET OR INTERSECTION DESCRIPTION>; ESTABLISHING A SPEED LIMIT; DIRECTING THE INSTALLATION OF TRAFFIC CONTROL DEVICES; ESTABLISHING PRIMA FACIE EVIDENCE; PROVIDING FOR A PENALTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

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

Section 1. School Zone Designation. The City Council of the City of Fulshear, Texas, hereby designates a new school zone for those portions of South Fry Road and Flewellen Oaks Lane as depicted in the attached Exhibit "A."

Section 2. Establishment of Speed Limit. Upon the recommendation of Bradley G. Eaves, PE for Traffic Engineers Inc, the consulting engineers to Katy Independent School District, the City Council has determined that the following prima facie speed limits hereafter indicated for vehicles within the Zone for the demarcated areas of South Fry Road and Flewellen Oaks Lane are hereby determined and declared to be reasonable and safe; such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the designated portions of South Fry Road and Flewellen Oaks Lane, or parts thereof, as follows:

- a. Along those portions of South Fry Road and Flewellen Oaks Lane designated in Exhibit A, the maximum prima facie speed limit shall be posted twenty miles per hour (20 m.p.h.) during such time as the signage demarcating the zone are flashing, otherwise the prima facie speed limit on South Fry Road shall be thirty-five miles per hour (35 m.p.h.) and the prima facie speed limit on Flewellen Oaks Lane shall be thirty miles an hour (30 m.p.h.) and signs shall be posted to reflect such maximum prima facie speed limit.

Section 3. Installation of Traffic Control Devices. The City Administrator, or his designated representative, is hereby authorized and directed to place or cause to be placed appropriate traffic control devices to effectuate the establishment of the maximum prima fascia speed limits as provided herein.

Section 4. Prima Facie Evidence. Any vehicle traveling at a speed in excess of the maximum prima facie speed limit herein established for the designated streets and highways,

or parts thereof, shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful. No person shall drive a vehicle at a speed in excess of that which is reasonable and prudent under the circumstances existing.

Section 5. Penalty. Any person who shall violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than \$200.00 hundred dollars (\$200.00).

Section 6. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 7. Severability. Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

Section 8. Effective Date. This Ordinance shall be and become effective immediately upon and after its passage and publication as may be required by governing law.

PASSED, APPROVED and ADOPTED this the 19th day of August, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

8323 Southwest Freeway
Suite 200
Houston, TX 77074

Voice (713) 270-8145
Fax (281) 809-0807
www.trafficengineers.com

Texas Registration Number F-003158

August 14, 2014

Nathan Fuchs
Project Manager
Katy ISD
6301 South Stadium Lane
Katy, TX 77492-0159

Re: Extension of School Speed Zone for Randolph Elementary

Dear Mr. Fuchs:

Traffic Engineers, Inc., prepared a Traffic Study for Katy ISD Randolph Elementary School located in Cross Creek Ranch on March 25, 2013. The Traffic Study recommended installation of a 20 mph School Speed Zone on Flewellen Oaks Lane, with the southern limit of the School Speed Zone located near the southern school property line.

Students living in Cross Creek Ranch are expected to walk to/from Randolph Elementary; sidewalks are provided throughout Cross Creek Ranch. Many of the students are expected to walk through the intersection of Flewellen Oaks Lane and Fry Road to access Randolph Elementary.

Based on documented noncompliance by motorists of the existing all-way stop control at the intersection, extension of the southern limit of the 20 MPH School Speed Zone to south of Fry Road is recommended. Additionally, establishment of a School Speed Zone on Fry Road for a distance of approximately 400 feet of east and west of Flewellen Oaks Lane is also recommended. The duration of the School Speed Zone will be limited to hours where students are expected to be present. The proposed limits of the School Speed Zones on Flewellen Oaks Lane and Fry Road are illustrated on the attached figure.

The limits of the School Speed Zone on Flewellen Oaks Lane will be longer than typical. Periodic enforcement by the City of Fulshear Police Department will likely be required to ensure compliance of the 20 MPH speed limit.

Sincerely,



Bradley G. Eaves, PE, PTOE, PTP
Principal

ORDINANCE NO. 2014-1160
AN ORDINANCE ADOPTING THE CITY OF FULSHEAR'S FISCAL YEAR 2014-2015 BUDGET

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF FULSHEAR FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; APPROPRIATING FUNDS FOR THE GENERAL AND ENTERPRISE OPERATIONS, CAPITAL IMPROVEMENTS, REGIONAL PARKS AND THE OPERATIONS OF THE 4A AND 4B DEVELOPMENT CORPORATIONS; FURTHER APPROPRIATING FUNDS TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; PROVIDING FOR REPEAL; AND PROVIDING FOR SEVERABILITY AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF FULSHEAR FOR THE 2014-2015 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015 was duly presented to the City Council and a public notice of a public hearing was caused and said notice was duly published in the Fort Bend Herald and said public hearing was held according to said notice.

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

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to budget and appropriate funds for the Fiscal year 2014-2015.

SECTION 2.0

APPROPRIATED: The appropriations for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015, for the support of the General government, its Enterprise operations, Capital Improvements, Regional Parks and the City's 4A and 4B Corporations of the City of Fulshear, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2014-2015 Budget, a copy of which is appended hereto as Exhibit A.

SECTION 3.0

ADOPTED: The budget as shown in words and figures in Exhibit A is hereby adopted in all respects as the City's budget for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015.

SECTION 4.0

DEBT PAYMENTS APPROPRIATED: Any and all amounts of interest and principal due on debt held by the City and shown in the City budget is hereby appropriated toward the retirement of said debt.

SECTION 5.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 7.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1161

AN ORDINANCE PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF FULSHEAR, TEXAS, FOR THE YEAR 2015 AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, the City Council is desirous of continuing the City's ability to provide necessary and auxiliary services; and

WHEREAS, the appraisal roll of the City of Fulshear, Texas has been prepared and certified by the Central Appraisal District and submitted to the City's tax assessor/collector; and

WHEREAS, the tax assessor/collector has submitted the appraisal roll for the City showing \$535,499,010 in total appraised, assessed and taxable value of all property and the total taxable value of new property to the City; and

WHEREAS, following notices and hearings in accordance with applicable legal requirements and based upon said appraisal roll, the City Council has determined a tax rate to be levied for Fiscal Year 2014-2015 sufficient to provide the tax revenues required by the City; and

WHEREAS, this tax rate will raise more tax revenue for maintenance and operations than the previous year;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. All property subject to ad valorem taxation by the City of Fulshear, Texas, shall be equally and uniformly assessed for such purposes at One Hundred Percent (100 %) of the fair market value of such property.

Section 3. There is hereby levied for general purposes and use by the City of Fulshear, Texas, for the year 2015, and for each year thereafter until otherwise provided, an ad valorem tax at the rate of Seventeen and .8290 Cents (\$.178290) on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits upon which an ad valorem tax is authorized by law to be levied by the City of Fulshear, Texas. The proceeds from such tax shall be applied to the payment of the general and current expenses of the government of the City. All such taxes shall be assessed and collected in current money of the United States of America. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.** Because

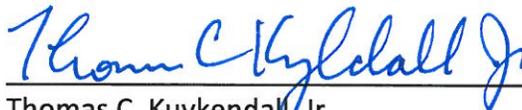
the rate set exceeds the Effective Rate **THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.8 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$13.21.**

Section 4. All ad valorem taxes levied hereby, as reflected by Section 3 hereof, shall be due and payable on or before January 31, 2015. All ad valorem taxes due the City of Fulshear, Texas, and not paid on or before January 31 following the year for which they were levied shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

Section 5. All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 23rd day of September, 2014.



Thomas C. Kuykendall, Jr.
Mayor

ATTEST:



D. (Diana) Gordon Offord
City Secretary

City of Fulshear, Texas
Ad Valorem Tax Rate Impact Models

	Effective Rate	Rollback Rate	Current Rate
Total Taxable Valuation	\$535,499,010.00	\$535,499,010.00	\$535,499,010.00
Tax Rate	0.165080	0.178290	0.197251
Total Tax	\$884,001.77	\$954,741.18	\$1,056,277.15
Total Revenue Rebated	\$363,809.28	\$437,618.93	\$542,901.24
Total Net Revenue to the City	\$520,192.48	\$517,122.26	\$513,375.91
Percentage Rebated	41.15%	45.84%	51.40%

Effective Rate Impact				
Property Valuation	\$100,000.00	\$250,000.00	\$350,000.00	\$450,000.00
Tax Rate	0.165080	0.165080	0.165080	0.165080
Property Owner Burden	\$165.08	\$412.70	\$577.78	\$742.86

Rollback Rate Impact				
Property Valuation	\$100,000.00	\$250,000.00	\$350,000.00	\$450,000.00
Tax Rate	0.178290	0.178290	0.178290	0.178290
Property Owner Burden	\$178.29	\$445.73	\$624.02	\$802.31

Current Rate Impact				
Property Valuation	\$150,000.00	\$250,000.00	\$350,000.00	\$450,000.00
Tax Rate	0.197251	0.197251	0.197251	0.197251
Property Owner Burden	\$295.88	\$493.13	\$690.38	\$887.63

ORDINANCE NO. 2014-1162

AN ORDINANCE AMENDING ORDINANCE NO. 2011-1040; SECTION 4.0 CLAIRIFYING BACKGROUND CHECKS, SECTION 8.0 REVISING FEES CHARGED TO APPLICANTS AND SECTION 11.0 CLARIFYING BACKGROUND CHECK CRITERIA FOR PERMIT DENIALS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 2011-1040 to regulate Itinerant Vendors and Solicitors within the City Limits; and

WHEREAS, the City wishes to amend the Ordinance to clarify its regulations.

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

SECTION 1.0

AMENDED: The Sections below are hereby amended to read as follows:

- 1) Section 4.0, Sub-Paragraph (6) of Ordinance No. 2011-1040 is hereby amended to read:
 - “6) Authorization to conduct criminal and civil background checks on the applicant and all individuals involved in the peddling or soliciting and peddling; and.”
- 2) Section 8.0 is hereby amended to read:
 - “All peddlers/ itinerant vendors and solicitors not exempted by Section 9.0 shall pay a permit fee to the City of \$85.00.”
- 3) Section 11.0, Sub-paragraph 1) is hereby amended to read:
 - “1) A copy of the application for permit shall be referred to the City Administrator or his/ her designee who will cause to be undertaken an investigation using public and private resources of the applicant’s record and background as shall be reasonable and necessary to protect the public. An application for permit under this Ordinance may be denied where:
 - a) Required application information is incomplete or incorrect;
 - b) Applicant is currently wanted or on warrant for arrest;
 - c) Applicant has been convicted of any offense reportable by the City to the Texas Department of Public Safety or the Federal Bureau of Investigation under "Index Crimes" Part I or Group A of the National Incident Base Reporting System or Crime Index programs or other law enforcement reporting system (e.g. aggravated assault, burglary, forcible rape, larceny-theft, motor vehicle theft, murder, non-negligent manslaughter, and robbery).

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held

invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

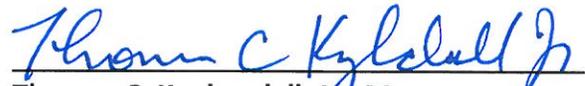
SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day following the adoption of the Ordinance by City Council.

SECTION 5.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF OCTOBER, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1162

AN ORDINANCE AMENDING ORDINANCE NO. 2011-1040; SECTION 4.0 CLAIRIFYING BACKGROUND CHECKS, SECTION 8.0 REVISING FEES CHARGED TO APPLICANTS AND SECTION 11.0 CLARIFYING BACKGROUND CHECK CRITERIA FOR PERMIT DENIALS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 2011-1040 to regulate Itinerant Vendors and Solicitors within the City Limits; and

WHEREAS, the City wishes to amend the Ordinance to clarify its regulations.

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

SECTION 1.0

AMENDED: The Sections below are hereby amended to read as follows:

- 1) Section 4.0, Sub-Paragraph (6) of Ordinance No. 2011-1040 is hereby amended to read:
 - “6) Authorization to conduct criminal and civil background checks on the applicant and all individuals involved in the peddling or soliciting and peddling; and.”
- 2) Section 8.0 is hereby amended to read:

“All peddlers/ itinerant vendors and solicitors not exempted by Section 9.0 shall pay a permit fee to the City of \$85.00.”
- 3) Section 11.0, Sub-paragraph 1) is hereby amended to read:
 - “1) A copy of the application for permit shall be referred to the City Administrator or his/ her designee who will cause to be undertaken an investigation using public and private resources of the applicant’s record and background as shall be reasonable and necessary to protect the public. An application for permit under this Ordinance may be denied where:
 - a) Required application information is incomplete or incorrect;
 - b) Applicant is currently wanted or on warrant for arrest;
 - c) Applicant has been convicted of any offense reportable by the City to the Texas Department of Public Safety or the Federal Bureau of Investigation under "Index Crimes" Part I or Group A of the National Incident Base Reporting System or Crime Index programs or other law enforcement reporting system (e.g. aggravated assault, burglary, forcible rape, larceny-theft, motor vehicle theft, murder, non-negligent manslaughter, and robbery).

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held

invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

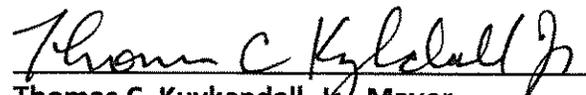
SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day following the adoption of the Ordinance by City Council.

SECTION 5.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF OCTOBER, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1163

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, GRANTING TO ENTERPRISE CRUDE PIPELINE, LLC, THE RIGHT, PRIVILEGE AND FRANCHISE TO LAY, REPLACE, MAINTAIN, AND OPERATE ONE THIRTY SIX INCH (36") PIPELINE IN THE CORPORATE LIMITS AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FULSHEAR, TEXAS, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID RIGHT, PRIVILEGE, AND FRANCHISE IS GRANTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Chapter 111 of the Texas Natural Resources Code authorizes municipal permission and consent for a pipeline crossing under a public street or alley; and

WHEREAS, the City of Fulshear, Texas, ("City") strives to promote orderly and safe development within the territorial limits and the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council finds that the franchise agreement with Enterprise Crude Pipeline LLC ("Enterprise") is in the best interest of the health, safety, and welfare of the citizens of the City;

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

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. Grant of authority. Subject to the terms, conditions and provision of this Franchise, The City ("Grantor") hereby grants to Enterprise ("Grantee"), the right, privilege and franchise for the purpose of maintaining, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment to transport crude oil within the City corporate limits and the extraterritorial jurisdiction, as such limits may be amended from time to time during the term of the franchise, said consent being granted for a term ending December 31, 2044. The City also authorizes the Grantee to conduct construction activities related to said pipeline for a period of one (1) year commencing on December 1, 2014.

Section 3. Definitions.

- (a) "City" shall mean the City of Fulshear, Texas.
- (b) "Company" shall mean Enterprise Crude Pipeline, LLC, a Texas Limited Liability Company, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- (c) "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.
- (d) "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 4. Terms and conditions. Each of the following terms, provisions and conditions is a material part of the franchise herein granted, and Grantee by its acceptance of this franchise agrees to perform each and every provision and condition:

- (a) This Franchise shall become effective on the Effective Date found in Section 15 of this Ordinance and shall be in full force and effect for a term of thirty (30) years.
- (b) The franchise herein granted shall and does hereby authorize the grantee to construct, install, maintain, and operate one (1) thirty-six inch (36") pipeline across and underneath the following public streets and easements in the City upon the approval of the City as to the points at which the pipeline will cross or run along or underneath any street or streets and right-of-way or rights-of-way within the City in accordance to plans and specifications heretofore filed with the City Secretary and approved by the City, attached and incorporated herein, as Exhibit "A":
 - 1.) TX-FB-0017.00010– Wilderness Bridge Road
 - 2.) TX-FB-0018.00010 – Morgan’s Spur Drive
 - 3.) TX-FB-0020.00010 –Cross Creek Bend Road
 - 4.) TX-FB-0026.00010 –Flewellen Oaks Lane
 - 5.) TX-FB-0035.10010–Flewellen Way
 - 6.) TX-FB-0039.10010 – Flewellan Place Lane
 - 7.) TX-FB-0047.10010 – Cross Creek Ranch Blvd

- (c) When found necessary by the City, any such line or other structures shall be lowered or relocated, upon written request by the City at the sole expense of the Grantee. It is the purpose of this subsection that improvements, changes and alterations in either existing or future streets, street right-of-way, water, sanitary, sewer, or storm sewers shall in no way be hampered by the line or other structures of the Grantee.
- (d) The Grantee shall pay to the City of Fulshear a one-time franchise fee in the amount of \$ 105,000. No further annual fees shall be payable during the life and term of this franchise.
- (e) Grantee shall comply with all laws, ordinances, rules and regulations heretofore adopted by the City Council.
- (f) Grantee shall defend, indemnify, protect and hold harmless the City, the City's heirs, successors, assigns, transferees, employees, agents, lessees, contractors, subcontractors, as well as trustees, beneficiaries, relatives, partners, officers, directors and related or affiliated entities from any and all liens, claims, demands, costs (including but not limited to attorneys' fees, accountant's fees, engineer's fees, consultant's fees and expert's fees), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements arising from or caused solely by the negligence of Enterprise in connection with the activities hereunder.
- (g) Grantee shall refill (including the repaving of any cut in any pavement) all excavations made by it within the right-of-way of any street or alley in the constructing, operating, maintaining, or removing of such pipeline or any part thereof; and if after once refilling such excavation the earth within such excavated area settles so as to leave a depression, the Grantee shall make further necessary fills from time to time as ordered by the City. Grantee will repair all portions of any street or alley across or along which its said line is laid and place the same in as good a state of repair and condition as they were in at the time of construction, repair or removal was commenced, such repairs to be at the reasonable satisfaction of the City. City shall have a right to post construction inspection of all sites.
- (h) All construction contemplated by Grantee, including all work of repairing or refilling, shall be done under plans and specifications thereof approved by the City and subject to his approval of the completed work; and any excavation in or along any such street or alley shall be replaced with materials of the same kind

as those removed unless the City approves of some other type of fill or material. Grantee shall notify the City before commencing at any time an excavation in any portion of any street or alley and shall not wholly close any street or alley but shall at all times maintain a route of travel along and within such roadway area which shall include any sidewalk area, except that in cases of emergency the city's such building inspector, the mayor, or the city council may authorize a temporary closing of any street, alley, or sidewalk in order to take care of any break or leakage in the pipeline if in the opinion of the City such closing is necessary to protect the safety of the public. Grantee shall notify Grantor of construction forty eight (48) hours prior to commencement.

- (i) If the Grantee fails to commence or thereafter to diligently prosecute any such repair, refilling or other similar work so required to be done by it within a reasonable time after being notified thereof by the City, the City may cause such work to be done at the expense of the Grantee and may recover all such expenses from the Grantee, together with all costs and reasonable attorney's fees. In addition, the City may include a penalty of twenty five (25) percent of such cost for such service.
- (j) The Grantee shall provide the necessary automatic pressure release (cutoff) valves which prevent the flow of the commodity, in either direction if there should be any break or rupture within the right-of-way limits of any street or public property; such valves must meet with the approval of the City. Each valve must be clearly painted in a unique identifiable color. The Grantee shall file with the City Secretary a statement indicating the color of the valve. The fire department is authorized, in its discretion, to actuate such valve in the event of an emergency
- (k) Upon completion of the laying of the initial pipeline, Grantee shall furnish to the City a building plan and drawing accurately showing the actual location, course and alignment of the pipeline, said plans shall consist not only of the plan but also of a suitable profile accurately showing the location of all streets or alleys across or along which the pipeline was laid as well as the location of any other pipeline, utility line or other underground facility in close proximity of said pipeline.
- (l) Notices. Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal

Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441

With a copy to: Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, TX 77024

Company: Enterprise Crude Pipeline, LLC
Attn: Land Department
P.O. Box 4324
Houston, Texas 77210-4324

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

- (m) Initial construction and installation of such pipeline will be in accordance to the plans and specifications heretofore submitted to, and approved by, the City.
- (n) Pipeline will be used for the transportation of oil, oil products, and crude petroleum.
- (o) In addition to any provision herein contained, pipeline will be constructed and operated in accordance with rules and regulations of U. S. Department of Transportation.

- (p) Grantee shall install and maintain Temporary Access Driveways in accordance with the Plan and Profile described in Exhibit "B" attached hereto and incorporated herein.
- (q) All street crossings will be installed by boring under them.
- (r) Grantee shall establish traffic safety measures in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) during construction activities at or near City Roads.
- (s) Pipeline will have adequate cathodic protection as defined by the U.S. Department of Transportation.
- (t) All roadways connected to the construction sites shall be kept clean and free of debris and mud at all times.
- (u) If Grantee fails, neglects, or refuses to comply with any provisions or conditions of this franchise after receiving a sixty (60) day written demand for compliance, the City may terminate this franchise. In the event this franchise is terminated, Grantee shall, at its sole expense, remove or abandon in place, at the option of the Grantee said pipeline and appurtenances installed pursuant to this franchise and resort the said City street areas to their original condition.

Section 5. Transfer of franchise. No transfer of this franchise shall be effective unless it be in writing, in duplicate, signed by the transferor and by the transferee, and stating the true consideration of such transfer, and it shall be filed with the City Secretary. If not approved by the City Council, the transfer or attempted transfer shall be null and void.

Section 6. Acceptance of transfer. The Grantee shall not commence any work or construction of any type within the right-of-way limits of any street or public property until the final passage and acceptance of this franchise. The Grantee shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Secretary of the City of Fulshear a written statement signed in its name and behalf in the following form:

"To the Honorable Mayor: and City Council of the City of Fulshear:
Enterprise Crude Pipeline, LLC, its successors and assigns, hereby
accepts the attached Franchise Ordinance and agrees to be bound
by all of its terms and provisions."

Enterprise Crude Pipeline, LLC

By: _____

Dated this ___ day of _____, 2014.

Section 7. Not an exclusive franchise. The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and the City hereby expressly reserves the right to grant, at any time like privileges, rights and franchises as it may see fit to any other person or corporation.

Section 8. Renewal or early termination of franchise. Enterprise shall give the City written notice of any request for renewal of its franchise six (6) months prior to expiration of the franchise granted by this Ordinance. Enterprise may terminate this franchise prior to the expiration hereof by giving City written notice of such early termination six (6) months prior to the effective date of such early termination.

Section 9. Abandoning or temporarily abandoning a piping system. In the event of abandoning or temporarily abandoning a pipeline system or any part thereof, it shall be the duty of Enterprise under observation of the City that:

- a. Facilities to be abandoned or temporarily abandoned in place shall be disconnected from all sources of the transported fluid liquid such as other pipelines, meter stations, control lines, and other appurtenances, and
- b. Facilities to be abandoned or temporarily abandoned in place shall be purged of the transported fluid and replaced with an inert material vented as appropriate and the ends sealed.

Section 10. Compliance and remedies.

(a) In the event the Grantee by act or omission violates any material term, condition or provision of this Franchise, the City shall notify the Grantee in writing of such violation. Should the Grantee fail or refuse to correct any such violation within sixty (60) days from the date of City's notice, the City shall, upon written notification to the Company, have the right to terminate this agreement. Any such termination and cancellation shall be by ordinance adopted by City Council; provided, however, before any such ordinance is adopted, the Grantee must be given at least sixty (60) days' advance written notice. Such notice shall

set forth the causes and reasons for the proposed termination and cancellation, shall advise the Grantee that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date, and place of the hearing.

(b) The rights and remedies of City and Grantee set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

(c) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provisions hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of the Agreement.

(d) Except as otherwise provided for by law, nothing in this Agreement shall constitute a waiver by the City of its governmental or sovereign immunity, nor shall City's enforcement of any legal right or assertion of any affirmative defense arising out of this Agreement constitute a waiver of City's governmental or sovereign immunity

Section 11. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall exclusively be in Fort Bend County, Texas.

Section 12. Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

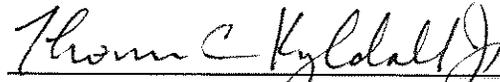
Section 13. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 14. Repeal. All ordinances or parts of ordinances in force

when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 15. Effective Date. Provided Grantee files a written acceptance of this Franchise with the City within thirty (30) days after final passage of this Ordinance, this Franchise shall take effect on the date it is passed, approved, and adopted as recorded below (the "Effective Date").

PASSED, APPROVED, and ADOPTED on this 18th day of Nov., 2014.

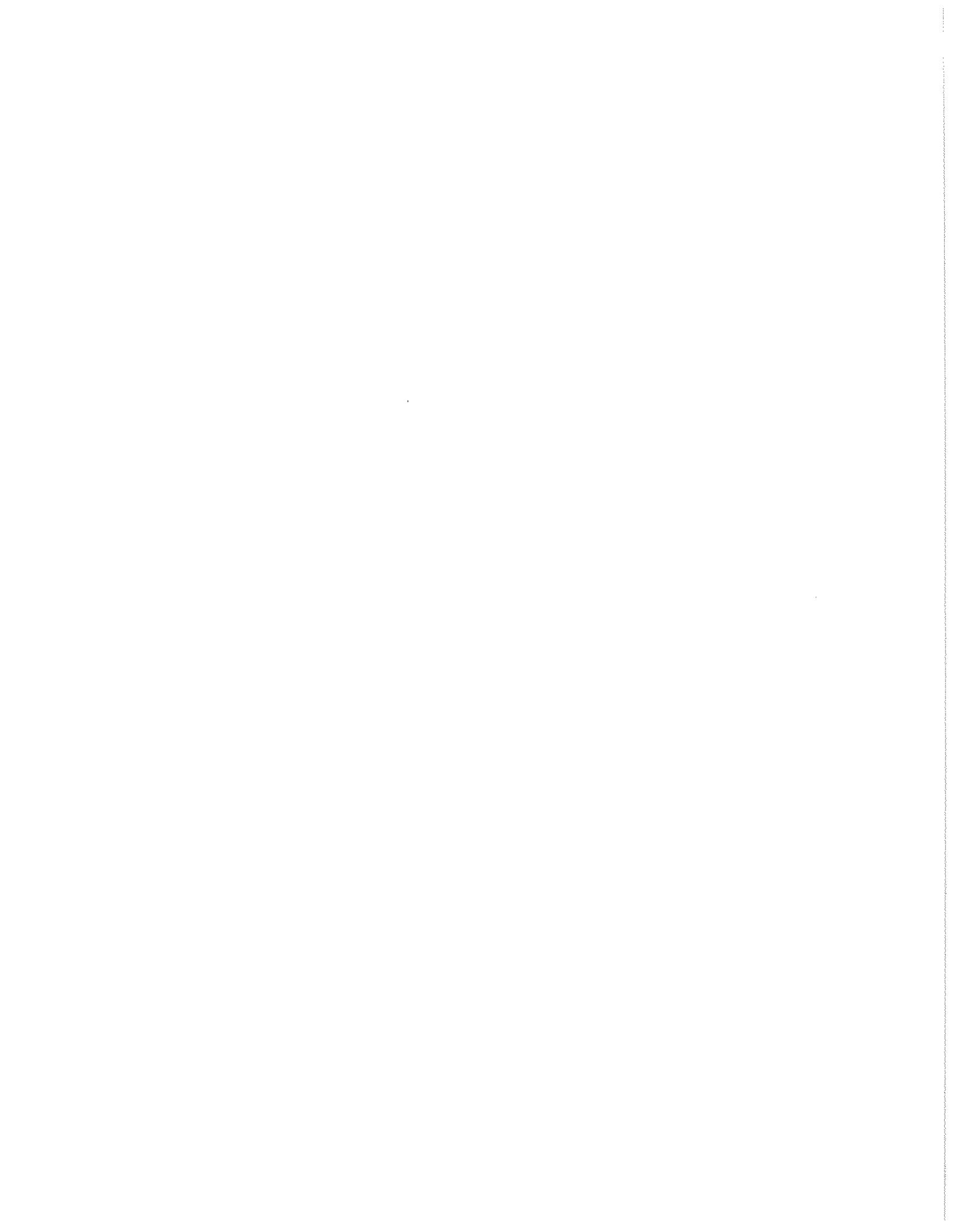


Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary



ORDINANCE NO. 2014-1164

AN ORDINANCE AMENDING ORDINANCE NO. 2013-1127, SECTION 2.0, PARAGRAPH (B) AND SECTION 3.0 PARAGRAPH (D) CLARIFYING DETERMINATION ON WAIVERS; ALSO SECTION 9.0 PARAGRAPHS (A), (B) AND (C) CLARIFYING APPELLATE PROCESS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 2013-1127 to clarify and codify the procedures for billing, payment and other pertinent issues related to the provision of Water, Wastewater and Solid Waste Services; and

WHEREAS, the City wishes to amend the Ordinance to clarify its regulations.

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

SECTION 1.0

AMENDED: The Sections below are hereby amended to read as follows:

- 1) Section 2.0, Paragraph (b) of Ordinance No. 2013-1127 is hereby amended to read:

“(b) All bills for service are due when rendered. On residential and commercial accounts, if payment in full is not received by the City by the due date printed on the bill, a ten percent late charge up to maximum \$100.00 will be added to the bill. The due date for addition of the penalty may vary from 21 to 23 days. Upon a customer's request and for good cause shown, the city may waive the late charge one time in a 24-month period, *on determination of the Utility Billing Clerk or their supervisor.*”
- 2) Section 3.0, Paragraph (d) of Ordinance No. 2013-1127 is hereby added to read:

“(d) All bills for service are due when rendered. On residential and commercial accounts, if payment in full is not received by the City by the due date printed on the bill, a ten percent late charge up to maximum \$100.00 will be added to the bill. The due date for addition of the penalty may vary from 21 to 23 days. Upon a customer's request and for good cause shown, the city may waive the late charge one time in a 24-month period, *on determination of the Utility Billing Clerk or their supervisor.*”
- 3) Section 9.0, Paragraphs (a), (b), (c) and (d) of Ordinance No. 2013-1127 is hereby added to read:

“(a) Customers objecting to any action, policy, billing, or decision relating to utility service to an applicant or customer may appeal the action, policy, billing, or decision to the *City Administrator*. The *City Administrator* may require that the person reduce the appeal to writing. The City need not consider an appeal from any action or decision that occurred more than 60 days prior to the date the person requests an appeal.

- (b) The *City Administrator* may designate one or more employees to hear appeals. The person requesting an appeal has the right to appear in person to present or explain information relating to the appeal at any reasonable time during City business hours, as agreed upon between the customer and the City.
- (c) The *City Administrator* or *his/her designee(s)* will consider all information submitted by the person requesting the appeal, whether submitted in writing or orally. The City employee(s) hearing the appeal may request additional information, including additional documents or sworn statements from relevant witnesses, if reasonably necessary to resolve the issue.
- (d) The *City Administrator* or *his/ her designee(s)* must make any decision on the appeal in writing and provide a copy thereof to the person filing the appeal by mailing or emailing them to the service customer address. The decision rendered may be appealed to the City Council. Any appellate decision rendered by the City Council shall be final.

SECTION 2.0

SEVERABILITY CLAUSE: That if any provision, word, sentence, paragraph, clause, phrase or section of this Ordinance or its application to any person or circumstances is adjudged or held invalid, void or unconstitutional, the invalid, void or unconstitutional portion shall not affect the validity of the remaining portions of this ordinance which shall remain in full force and effect.

SECTION 3.0

REPEALING CLAUSE: All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

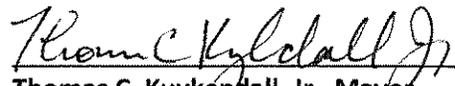
SECTION 4.0

EFFECTIVE DATE: This Ordinance shall be effective on the first day following the adoption of the Ordinance by City Council.

SECTION 5.0

PUBLICATION: The City Secretary is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

DULY, PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1165

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS, GRANTING A SPECIFIC USE PERMIT TO THE APPLICANT DAVID KAE APPLICABLE TO THE PROPERTY LOCATED AT ON HARRIS STREET AS DESCRIBED IN THE APPLICATION AND ON THE VICINITY MAP, IN THE CITY OF FULSHEAR, TEXAS, FOR THE CHANGE OF USE OF THE property from vacant RESIDENTIAL USE TO COMMERCIAL OCCUPANCY USE FOR THE PURPOSES OF office space; MAKING CERTAIN FINDINGS OF FACT RELATED THERETO; IMPOSING CERTAIN CONDITIONS, RESTRICTIONS AND QUALIFICATIONS RELATED THERETO, PROVIDING FOR A TIME LIMIT; PROVIDING FOR REVOCATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the issuance of a Specific Use Permit is allowed when the integration of a particular use within the city, where not otherwise permitted, is suitable in a specific location under certain conditions; and

WHEREAS, David Kae (“Applicant”), submitted an application for a Specific Use Permit to allow for the change in use of the property located at on Harris Street as described in the application and on the vicinity map included herein, Fulshear, Texas, (“Property”) from vacant residential to office space; and

WHEREAS, the Planning and Zoning Commission convened on December 12, 2014, in a properly noticed public meeting wherein the Applicant appeared on its own behalf and presented its request for a Specific Use Permit to the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission considered the Applicant’s request for a Specific Use Permit and approved its preliminary report and recommendations to the City Council regarding the Applicant’s requested Specific Use Permit; and

WHEREAS, the City Council convened in a properly noticed public meeting on December 16, 2014, wherein the Planning and Zoning Commission presented its preliminary report and

recommendation to City Council regarding the issuance of the Specific Use Permit, wherein the Applicant presented its request for a Specific Use Permit, wherein the Zoning Commission and City Council held a public hearing to receive and consider public comments regarding the issuance of a Specific Use Permit, and wherein the Zoning Commission presented its final report and recommendations to City Council regarding the issuance of the Specific Use Permit.

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

Section 1. The facts and recitations found in the preamble of this Ordinance are found to be true and correct and incorporated herein for all purposes.

Section 2. The City Council finds that granting the Specific Use Permit to David Kae to be appropriate and not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.

Section 3. The City Council also recognizes the underlying intent for creating the Downtown District in accordance with the Comprehensive Plan and, as a result thereof, may find it necessary to impose certain conditions and restrictions associated with the granting of this Specific Use Permit as may be provided herein.

Section 4. The City Council hereby grants the Specific Use Permit requested by the Applicant and, in doing so, hereby amends the zoning code and the Official Zoning Map of the City of Fulshear applicable to the Property to allow for the change in use from Residential to Commercial.

Section 5. Time Limit. The Specific Use Permit granted herein shall be valid so long as

the use and occupancy of the property continues in a manner that is materially consistent with its general operation as office space.

Section 6. Revocation. The Specific Use Permit granted herein may be revoked or modified, after notice and a hearing, for any of the following reasons:

- a. The Specific Use Permit was obtained or extended by misrepresentation, fraud or deception; or
- b. If one or more of the conditions, qualifications and restrictions imposed by this Ordinance have not been met or have been violated.
- c. The use granted herein is abandoned or ceases to operate on the Property for a period of sixty (60) consecutive days.

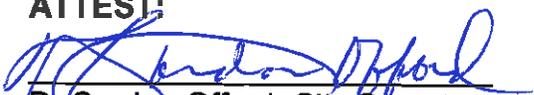
Section 7. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. Effective Date. This ordinance and the Specific Use Permit granted therein shall be effective upon approval and after publication as provided by law.

PASSED, APPROVED AND ADOPTED this the 16th day of December, 2014.


Thomas C. Kuykendall, Jr., Mayor
City of Fulshear, Texas

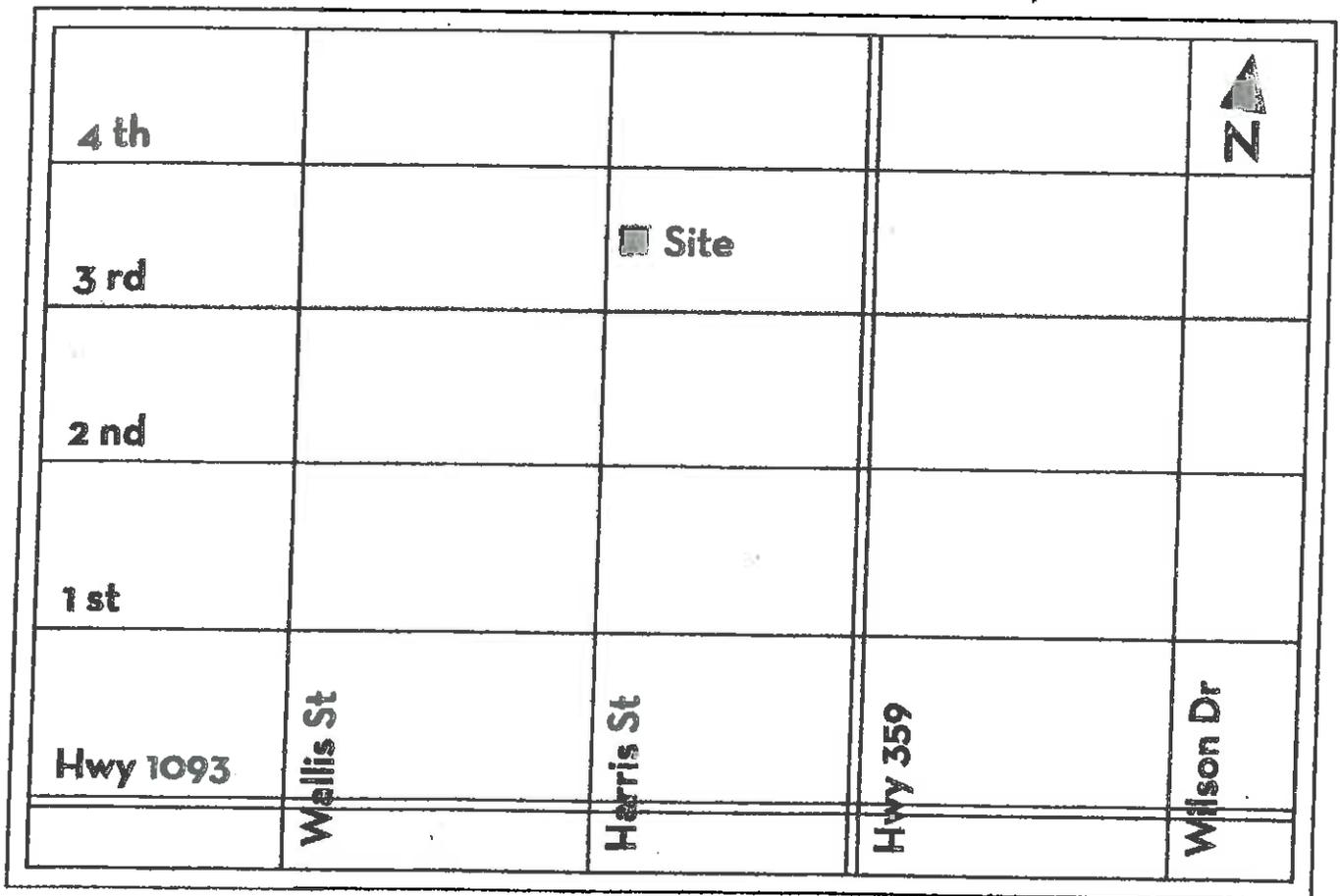
ATTEST:


D. Gordon Offord, City Secretary

David Kae Office

Lot 10, Block 14, Town of Fulshear,
Harris Street, Fulshear, Texas 77441

VICINITY MAP





CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartx.com

ZONING SPECIAL USE APPLICATION

Date of Application: 12-1-14

Property Address: Harris Street, Fulshear, TX 77441

Legal Description of the property: Lot 10, Block 14 Town of Fulshear

Property Owner Name(s): David Kae Custom Homes LLC

Address: P.O. Box 931, Fulshear, TX 77441

Phone Number: 281-743-2577 Email Address: John@dauidkaehomes.com

Applicant/Agent: John D. Bowen

Attach letter of authorization along with this application

Address: 4018 Wentworth, Fulshear, 77441

Phone Number: 281-743-2577 Email Address: John@dauidkaehomes.com

Zoning District: _____ Current use of property: _____

Requested use of the property: _____

Land Uses of Adjoining Property:
(Agricultural, Single Family, Industrial, Business)

North	
South	
East	
West	

Is the proposed special use allowable in the current zoning designation? _____

Application Fees: \$150.00 for Residential Use
\$500.00 for Commercial Use

Diana Offord

From: Michelle Killebrew
Sent: Tuesday, November 25, 2014 3:53 PM
To: Diana Offord; CJ Snipes
Subject: Special Use Request
Attachments: SKM_C284e14112516570.pdf; blank neighbor letter for special use.docx

Can we place this special use request on the P&Z Agenda for December? Do you write the letters to the property owners or do I?

PERMIT us to serve you!

Michelle Killebrew
Building Official
City of Fulshear
29378-A McKinnon Rd
Fulshear, TX 77441
281-346-8860 Phone
281-346-8871 Direct Fax
281-705-9470 Cell



For inspections please call 281-346-8850 or inspections@fulsheartexas.gov

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From: scanner@fulsheartexas.gov [mailto:scanner@fulsheartexas.gov]
Sent: Tuesday, November 25, 2014 4:58 PM
To: Michelle Killebrew
Subject: Message from KM_C284e

Evans Scott E & Smedley E

Owner Address: PO Box 676

Fulshear, TX 77441-0676

Fort Bend County

Owner Address: Mail Center

301 Jackson ST RM 101

Richmond, TX 77469-3108

Howden, Frederick B, IV

Owner Address: 5015 Waterbeck ST

Fulshear, TX 77441-4144

Napiér Jeffrey Alan & Julie Ann

Owner Address: 4803 Oxbow CIR W

Fulshear, TX 77441-4458

Diogu Kalu Diogu II LLM

Owner Address: 4726 Gainsborough DR

Brookshire, TX 77423-9210

Evans Smedley & Scott

Owner Address: PO BOX 676

FULSHEAR, TX 77441-0676

Rogers Wilbert etal

Owner Address: PO BOX 12

FULSHEAR, TX 77441-0012

Woods, Allean M

Owner Address: PO BOX 12

FULSHEAR, TX 77441-0012

Woods, Allean M

Owner Address: PO BOX 12

FULSHEAR, TX 77441-0012

Evans, Scott

Owner Address: 206 S 2nd ST

Richmond, TX 77469-3128

Evans Scott E & Smedley E

Owner Address: PO Box 676

Fulshear, TX 77441-0676

Murphree, Terence H

Owner Address: 1330 Enclave PKWY STE #400

Houston, TX 77077-2578

Roberts, Martha E

Owner Address: PO BOX 26

FULSHEAR, TX 77441-0026

Scott Alice etal

Owner Address: 8304 LIVINGSTON ST

HOUSTON, TX 77051-1421

EVANS SCOTT & SMEDLEY

Owner Address: PO BOX 676

FULSHEAR, TX 77441-0676

Elias, Hanna H

Owner Address: 4631 Chestnut Meadow DR
Sugar Land, TX 77479-3235

Soto Jose Antonio & Maria Graciela

Owner Address: 8211 WALLIS ST PO BOX 27
FULSHEAR, TX 77441-0027

Summit Land Trust

Owner Address: c/o Robert Bowick, Trustee
1800 Augusta DR STE 300
Houston, TX 77057-3131

Hubbard Sherry etal

Owner Address: c/o Denell Hubbard Jackson
11910 Duran Canyon LN
Houston, TX 77067-1049

Fulshear Methodist Church

Owner Address: 8318 Harris ST
Fulshear, TX 77441

FIRST UNITED METHODIST CHURCH

Owner Address: PO BOX 100
FULSHEAR, TX 77441-0100

Addresses

MASON, ELSIE

Owner Address: c/o JOHNNIE MASON

1570 DIPLOMAT WAY

HOUSTON, TX 77088-5026

Gordon, Winter, Jr.

Owner Address: c/o Diana G Offord Guardian PO Box 665

Simonton, TX 77476-0665

First United Methodist Church

Owner Address: First United Methodist Church of Fulshear 8201 Harris St

Fulshear, TX 77441

Charoentheerasak-Diogu Thitiphasr & Diogu Kalu Diogu II

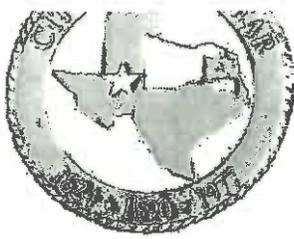
Owner Address: 4726 Gainsborough DR

Brookshire, TX 77423-9210

Harris Juanita Outley & Freddie Lee Outley

Owner Address: 2419 Wichita ST

Houston, TX 77004-6022



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556

www.fulsheartexas.gov

City of Fulshear Resident:

As outlined in the City of Fulshear Zoning Ordinance 2012-1069, this letter comes to you for the reason that you own property within 200ft of the property located at Lot 10 Block 14, Town of Fulshear.

The property owner has requested for a special use to allow a business/office establishment

I have attached a copy of the request for your review. The Planning and Zoning Commission will hear this request on . The meeting will be held in the City Council Chambers of City Hall located at 30603 FM 1093, Fulshear Texas 77441. If you wish to speak in favor of or in opposition of this request, we invite you to attend the hearing or submit a letter in writing prior to the date of the hearing.

The City of Fulshear City Council will hear the request . The meeting will be held in the City Council Chambers of City Hall located at 30603 FM 1093, Fulshear Texas 77441. If you wish to speak in favor of or in opposition of this request, we invite you to attend the hearing or submit a letter in writing prior to the date of the hearing.

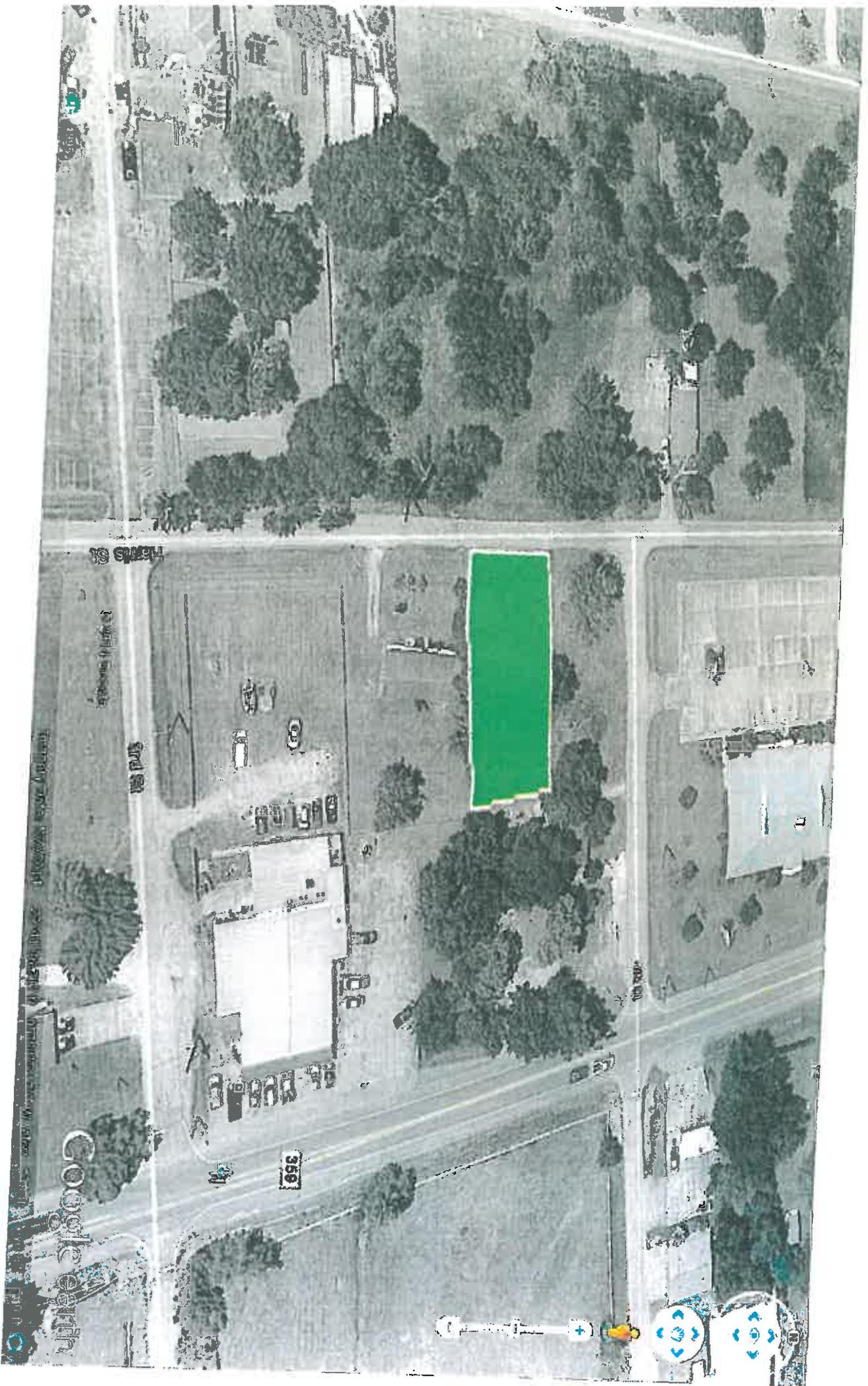
Project: Site Location: Lot 10, Block 14, Town of Fulshear

Zoning: Downtown District

Request: This is a special use request

Current use: Vacant Land

Represented by Property Owner: David Kae



ORDINANCE NO. 2014-1167

AN ORDINANCE AMENDING CITY OF FULSHEAR, TEXAS, ORDINANCE NOS. 2013-1110, 2014-1132, 2014-1139, 2014-1153 ORDINANCES APPROVING, ADOPTING AND AMENDING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2013-2014, BY APPROVING "BUDGET AMENDMENT IV" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR, TEXAS, FOR THE FISCAL YEAR 2013-2014"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 2013-1110, the City Council of the City of Fulshear, Texas, adopted its "Original General Budget for Fiscal Year 2013-2014"; and

WHEREAS, Ordinance Nos. 2014-1132, 2014-1139 and 2014-1153 amended said Budget; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, the City Council desires to amend said Original General and Operating Budgets to reflect such supplemental appropriation and/or transfer in the fiscal year 2013-2014; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, STATE OF TEXAS:

SECTION 1.0

PURPOSE: The purpose of this Ordinance is to adopt an amendment to the City of Fulshear's 2013-2014 Budget.

SECTION 2.0

AMENDED: The "Original General Budget of the City of Fulshear, Texas, for the Fiscal Year 2013-2014," as adopted under Ordinance No. 2013-1110 and amended under Ordinance Nos. 2014-1132, 2014-1139 and 2014-1153 is hereby amended for municipal purposes as shown on "Budget Amendment IV" to the "Original Budget of the City of Fulshear Texas, for the Fiscal year 2013-2014" attached hereto. Said Budget Amendment III shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 3.0

AUTHORIZED EXPENDITURE: That the City be and is hereby authorized to expend those funds allocated under the budget ordinance, as amended herein and the fund balance at the end of the current fiscal year will be carried forward to the next budget to fund the allocations for the next fiscal year.

SECTION 4.0

NON-REPEALER: That except as amended hereby, or as heretofore amended, the provisions of Ordinance Nos. 2013-1110, 2014-1132, 2014-1139 and 2014-1153 shall remain in full force and effect.

SECTION 5.0

SEVERABILITY: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 6.0

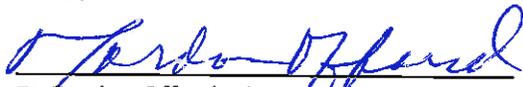
EFFECTIVE DATE: That this ordinance shall take effect immediately from and after its passage as the law in such cases provides, and the City Secretary is directed to furnish a copy of this amendment to the budget to the County Clerk of Ft. Bend County as required by Chapter 102 of the Texas Local Government Code.

This Ordinance duly passed and adopted on this the 16th of December, 2014.



Thomas C. Kuykendall Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796
Fax: 281-346-2556
www.fulsheartexas.gov

MEMO

To: Mayor Kuykendall /City Council

CC: Mr. CJ Snipes

From: Kristi Brashear

Date: December 12, 2014

Re: FY 13/14 Budget Amendment IV

Attached is a request for consideration of Fiscal Year 13/14 Budget Amendment IV in compliance with Generally Accepted Accounting Principles, Governmental Accounting Standards Board and Texas Local Government Code.

The attached amendment is broken down by department and fund. As you can see I have presented the expense as they are currently budgeted, actual amount expensed, whether we need an increase or a decrease in that line item, what the amended budget balance will total, the percentage of overall change for the department, the budget balance and an explanation of change

Page 1: General Revenues are being amended to reflect actual total revenues received in FY 13/14 with an increase of \$806,022.94

Pages 2-4: Amend the General Fund operating expenses to reflect actuals by department with a total increase of \$164,994.61. These increases were offset by the increase in total revenue as stated above.

Page 5: Reflects the amendments to the Regional Park Fund. These amendments were discussed and approved by the Parks Commission prior to the end of FY 13/14.

Page 6: Amends the Capital Projects budget to include a \$20,000 expense to close the 1093 water line extension project from prior year.

Page 7: Reflects changes to the Fulshear Enterprise Fund. The Enterprise Fund received revenues that will be earmarked for water/sewer infrastructure in FY 14/15 in the amount of \$1,419,200. Additional expenses include fees associated with operations of the facilities due to the expiration of the contract with Severn Trent Services.

Page 8: Includes changes to the Cross Creek Ranch Enterprise Fund. These changes include actual final revenues received over budget revenues, as well as additional operating expenses for the water/sewer facilities.

Page 9: Police and public safety continue to be a priority for Fulshear. With the addition of K9 Belle, the City received donations for her care and needs in excess of \$7000. Additionally, the department also received other donations to assist with various needs of the department.

This budget amendment request is being made by the Finance Director on behalf of the departments of the City. This is the final amendment for FY 13/14.

Respectfully,



Kristi Brashear
Finance Director

CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET AMENDMENT IV

General Revenues

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
41101	Property Tax - Current	\$748,781.00	\$ 888,724.36	\$ 139,943.00	\$ -	\$888,724.00		-\$0.36	Additional Revenue
41102	Property Tax - Prior Year	\$10,031.28	\$ 66,746.15	\$ 56,714.00	\$ -	\$66,745.28		-\$0.87	Additional Revenue
41103	Property Tax - P & I	\$4,000.00	\$ 11,148.00	\$ 7,148.00	\$ -	\$11,148.00		\$0.00	Additional Revenue
41301	Sales & Use Tax	\$482,472.99	\$ 561,156.74	\$ 78,683.00	\$ -	\$561,155.99		-\$0.75	Additional Revenue
41302	Mixed Beverage	\$8,000.00	\$ 21,910.11	\$ 13,910.00	\$ -	\$21,910.00		-\$0.11	Additional Revenue
41501	Franchise - Electrical	\$77,000.00	\$ 109,462.95	\$ 32,462.00	\$ -	\$109,462.00		-\$0.95	Additional Revenue
41504	Franchise - Cable	\$8,500.00	\$ 34,546.00	\$ 26,046.00	\$ -	\$34,546.00		\$0.00	Additional Revenue
41507	Credit Card Fees	\$0.00	\$ 1,980.94	\$ 1,980.94	\$ -	\$1,980.94		\$0.00	Additional Revenue
41508	Franchise - Solid Waste	\$0.00	\$ 13,908.00	\$ 13,908.00	\$ -	\$13,908.00		\$0.00	Additional Revenue
44101	Subdivision Infrastructure	\$145,000.00	\$ 531,302.00	\$ 386,302.00	\$ -	\$531,302.00		\$0.00	Additional Revenue
44501	Admin Fees - Solid Waste	\$39,500.00	\$ 64,871.00	\$ 25,371.00	\$ -	\$64,871.00		\$0.00	Additional Revenue
45002	Court Fees	\$50,000.00	\$ 73,555.00	\$ 23,555.00	\$ -	\$73,555.00		\$0.00	Additional Revenue
	DEPT. TOTAL	\$1,573,285.27	\$ 2,379,311.25	\$ 806,022.94	\$ -	\$2,379,308.21	51%		

Total Revenue Increase **\$806,022.94**

CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJMENTMENT IV

NON DPT.

ACCOUNT	DESCRIPTION	CURRENT		ACTUAL		INCREASE	DECREASE	NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	BUDGET	ACTUAL	ACTUAL			AMENDED BUDGET	BUDGET			
5-000-5381-01	Staff Relations	\$0.00	\$	277.00	\$	277.00	\$	\$227.00			\$0.00	New line item
5-000-5425-00	Merchant Service Fees	\$1,700.00	\$	1,972.00	\$	272.00	\$	\$1,972.00			\$0.00	OVERAGE
	DEPT. TOTAL	\$1,700.00	\$	2,249.00	\$	549.00	\$	\$2,249.00	32%			
	Dept. Total											\$549.00

EVENTS

ACCOUNT	DESCRIPTION	CURRENT		ACTUAL		INCREASE	DECREASE	NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	BUDGET	ACTUAL	ACTUAL			AMENDED BUDGET	BUDGET			
5-100-5311-03	KTB - Supplies	\$0.00	\$	428.00	\$	428.00	\$	\$428.00			\$0.00	Forever Fulshear Reimbursement
5-100-5468-02	Equip Rental - Christmas	\$3,272.00	\$	3,318.00	\$	47.00	\$	\$3,313.00			\$1.00	OVERAGE
5-100-5520-01	Freedom Fest Printing	\$0.00	\$	51.40	\$	51.40	\$	\$51.40			\$0.00	
	DEPT. TOTAL	\$3,272.00	\$	3,797.40	\$	526.40	\$	\$3,798.40	16%			
	Dept. Total											\$526.40

ADMIN

ACCOUNT	DESCRIPTION	CURRENT		ACTUAL		INCREASE	DECREASE	NEW		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	BUDGET	ACTUAL	ACTUAL			AMENDED BUDGET	BUDGET			
5120-5235-00	Employee Health Benefit	\$35,370.00	\$	36,061.00	\$	691.00	\$	\$36,061.00			\$0.00	Overage
5120-5238-00	Retirement	\$6,541.00	\$	8,225.29	\$	1,685.00	\$	\$8,226.00			\$0.71	Overage
5-120-5316-00	Furniture/Light Equipment	\$9,000.00	\$	10,098.00	\$	1,098.00	\$	\$10,098.00			\$0.00	Overage
5-120-5317-00	Commemoratives	\$100.00	\$	265.00	\$	165.00	\$	\$265.00			\$0.00	Overage
5-120-5363-00	Auto - Fuel Expense	\$1,750.00	\$	2,185.29	\$	436.00	\$	\$2,186.00			\$0.71	Overage
5-120-5363-01	Auto - Maintenance	\$660.00	\$	728.00	\$	68.00	\$	\$728.00			\$0.00	Overage
5-120-5411-00	Prof. Services - Legal	\$115,000.00	\$	145,395.00	\$	30,395.00	\$	\$145,395.00			\$0.00	Overage
5-120-5412-00	Prof. Services - Auditing	\$28,152.00	\$	28,902.00	\$	750.00	\$	\$28,902.00			\$0.00	Overage
5-120-5415-00	Comprehensive Planning	\$24,000.00	\$	25,500.00	\$	1,500.00	\$	\$25,500.00			\$0.00	Overage
5-120-5434-00	Telecommunication	\$1,750.00	\$	1,995.00	\$	245.00	\$	\$1,995.00			\$0.00	Overage
5-120-5475-00	Bank Charges	\$0.00	\$	20.00	\$	20.00	\$	\$20.00			\$0.00	Overage
	DEPT. TOTAL	\$222,323.00	\$	259,374.58	\$	37,053.00	\$	\$259,376.00	17%			
	Dept. Total											\$37,053.00

CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJMENTMENT IV

MUNICIPAL COURT

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-140-5211-00	Wages	\$39,000.00	\$ 39,541.00	\$ 541.00	\$ -	\$39,541.00		\$0.00	OVERAGE
5-140-5235-00	Employee Health Benefits	\$7,860.00	\$ 8,509.00	\$ 649.00	\$ -	\$8,509.00		\$0.00	OVERAGE
5-140-5238-00	Retirement Contribution	\$1,022.78	\$ 1,291.71	\$ 269.00	\$ -	\$1,291.78		\$0.07	OVERAGE
	DEPT. TOTAL	\$47,882.78	\$ 49,341.71	\$ 1,459.00	\$ -	\$49,341.78	3%		
								Dept. Total	\$1,459.00

ECONOMIC DEV.

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-180-5211-01	Overtime	\$1,000.00	\$ 1,097.00	\$ 97.00	\$ -	\$1,097.00		\$0.00	OVERAGE
5-180-5235-00	Employee Health Benefits	\$15,720.00	\$ 16,994.00	\$ 1,274.00	\$ -	\$16,994.00		\$0.00	OVERAGE
5-180-5238-00	Retirement Contribution	\$2,293.57	\$ 2,877.96	\$ 585.00	\$ -	\$2,878.57		\$0.61	OVERAGE
5-180-5528-00	Travel & Training	\$6,500.00	\$ 7,166.00	\$ 666.00	\$ -	\$7,166.00		\$0.00	OVERAGE
	DEPT. TOTAL	\$25,513.57	\$ 28,134.96	\$ 2,622.00	\$ -	\$28,135.57	10%		
								Dept. Total	\$2,622.00

FACILITIES

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5190-5211-00	COMM CENTER SUPERVISOR	\$2,423.00	\$ 3,118.00	\$ 695.00	\$ -	\$3,118.00		\$0.00	OVERAGE
	DEPT. TOTAL	\$2,423.00	\$ 3,118.00	\$ 695.00	\$ -	\$3,118.00	29%		
								Dept. Total	\$695.00

POLICE DEPT.

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-210-5210-00	Salaries	\$82,745.71	\$ 103,550.92	\$ 20,805.21	\$ -	\$103,550.92		\$0.00	OVERAGE
5-210-5211-01	Overtime	\$5,000.00	\$ 6,954.00	\$ 1,954.00	\$ -	\$6,954.00		\$0.00	OVERAGE
5-210-5238-00	Retirement Contribution	\$13,728.46	\$ 16,976.57	\$ 3,249.00	\$ -	\$16,977.46		\$0.89	OVERAGE
5-210-5316-00	Furniture/Light Equipment	\$19,514.00	\$ 20,011.00	\$ 497.00	\$ -	\$20,011.00		\$0.00	OVERAGE
5-210-5528-00	Travel & Training	\$6,000.00	\$ 6,022.00	\$ 22.00	\$ -	\$6,022.00		\$0.00	OVERAGE
	DEPT. TOTAL	\$126,988.17	\$ 153,514.49	\$ 26,527.21	\$ -	\$153,515.38	21%		
								Dept. Total	\$26,527.21

**CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJMENTMENT IV**

STREETS

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-410-5311-01	SIGNAGE SUPPLIES	\$3,500.00	\$ 6,711.00	\$ 3,211.00	\$ -	\$6,711.00		\$0.00	OVERAGE/FINAL QTR EXPENSES
5-410-5432-00	Electricity - Street Lights	\$115,000.00	\$ 162,197.00	\$ 47,197.00	\$ -	\$162,197.00		\$0.00	OVERAGE/FINAL QTR EXPENSES
	DEPT. TOTAL	\$118,500.00	\$ 168,908.00	\$ 50,408.00	\$ -	\$168,908.00	43%		
									Dept. Total
									\$50,408.00

PUB WKS

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-510-5235-00	Employee Health Benefits	\$23,580.00	\$ 24,218.00	\$ 638.00	\$ -	\$24,218.00		\$0.00	Overage
5-510-5238-00	Retirement	\$2,913.00	\$ 3,255.00	\$ 343.00	\$ -	\$3,256.00		\$1.00	Overage
	DEPT. TOTAL	\$26,493.00	\$ 27,473.00	\$ 981.00	\$ -	\$27,474.00	4%		
									Dept. Total
									\$981.00

PERMITS

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-530-5235-00	Employee Health Benefit	\$27,940.00	\$ 33,909.00	\$ 5,969.00	\$ -	\$33,909.00		\$0.00	Overage
5-530-5238-00	Retirement Contribution	\$5,941.69	\$ 7,012.20	\$ 1,071.00	\$ -	\$7,012.69		\$0.49	Overage
5-530-5311-00	Supplies	\$3,000.00	\$ 3,061.23	\$ 62.00	\$ -	\$3,062.00		\$0.77	Overage
5-530-5316-00	Furniture/Light Equipment	\$10,150.00	\$ 11,154.00	\$ 1,004.00	\$ -	\$11,154.00		\$0.00	OVERAGE
5-530-5413-00	Prof. Services Engineering	\$80,000.00	\$ 113,472.00	\$ 33,472.00	\$ -	\$113,472.00		\$0.00	Overage
5-530-5469-00	Equipment Rental	\$822.00	\$ 2,320.00	\$ 1,498.00	\$ -	\$2,320.00		\$0.00	Overage
5-530-5520-00	Printing	\$1,931.00	\$ 2,264.00	\$ 333.00	\$ -	\$2,264.00		\$0.00	Overage
5-530-5527-00	Dues/Memberships	\$472.00	\$ 505.00	\$ 33.00	\$ -	\$505.00		\$0.00	Overage
5-530-5528-00	Travel & Training	\$5,250.00	\$ 5,932.00	\$ 682.00	\$ -	\$5,932.00		\$0.00	Overage
	DEPT. TOTAL	\$135,506.69	\$ 179,629.43	\$ 44,124.00	\$ -	\$179,630.69	33%		
									Dept. Total
									\$44,124.00

Budget Expense Increase **\$164,944.61**

**CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJMENTMENT IV**

Regional Park

ACCOUNT	DESCRIPTION	CURRENT BUDGET		ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET		% CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET					BUDGET				
5-000-5413-00	Prof. Services - Engineering	\$0.00		\$ 8,224.45	\$ 8,225.00	\$ -	\$8,225.00			\$0.55	Engineering Service/ Stern Bathroom
5-000-5461-06	Prof. Services - Landscape	\$4,000.00		\$ 8,375.00	\$ 4,375.00	\$ -	\$8,375.00			\$0.00	Butterfly Garden Landscape
5-000-5650-01	Land Acquisition	\$250,000.00		-	-	\$ (8,225.00)	\$241,775.00			\$241,775.00	To offset Engineering Service
5-000-5415-02	Prof. Service Park Planning	\$10,000.00		-	-	\$ (4,375.00)	\$5,625.00			\$5,625.00	to offset landscape expense
	DEPT. TOTAL	\$264,000.00		\$ 16,599.45	\$ 12,600.00	\$ (12,600.00)	\$264,000.00		0%		
Budget Increase											\$0.00

CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJMENTMENT IV

Capital Projects

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW AMENDED BUDGET	% CHANGE	BUDGET BALANCE	EXPLANATION
5-000-5650-00	1093 Water Sewer Ext.	\$0.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$20,000.00		\$0.00	Balance Owed on Project from Prior Yr
5-000-5650-03	Land Acquisition	\$255,000.00	-	\$ -	\$ (20,000.00)	\$235,000.00		\$235,000.00	To offset Water Sewer Ext. Expense
	DEPT. TOTAL	\$255,000.00	\$ 20,000.00	\$ 20,000.00	\$ (20,000.00)	\$255,000.00	0%		
Budget Increase									\$0.00

CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJUSTMENT IV

Cross Creek Ranch Fund

ACCOUNT	DESCRIPTION	CURRENT BUDGET			ACTUAL			INCREASE		DECREASE		NEW AMENDED BUDGET	%	CHANGE	BUDGET BALANCE	EXPLANATION
		BUDGET	ACTUAL	INCREASE	DECREASE	BUDGET	ACTUAL	INCREASE	DECREASE							
44002	NSF Revenue	\$0.00	\$ (70.00)	\$ (70.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$0.00	New line item	
44107	Commercial Sewer Revenue	-\$7,839.75	\$ (11,918.00)	\$ (4,078.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-\$11,917.75			\$0.25	Additional Revenue	
44300	Tap Revenue	-\$607,500.00	\$ (797,433.00)	\$ (189,932.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-\$797,432.00			\$1.00	Additional Tap Revenue	
44500	Water Penalties Revenue	-\$5,000.00	\$ (57,249.00)	\$ (52,249.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-\$57,249.00			\$0.00	Additional Revenue	
49200	Miscellaneous Revenue	\$0.00	\$ (50,771.00)	\$ (50,771.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-\$50,771.00			\$0.00	Proceeds from Insurance Claim	
5-000-5411-00	Prof. Services Legal	\$15,000.00	\$ 34,662.00	\$ 19,662.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$34,662.00			\$0.00	Additional expenses	
5-000-5431-02	Electricity - Lift Station	\$25,000.00	\$ 28,681.82	\$ 3,682.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$28,682.00			\$0.18	Additional expense	
5-000-5461-01	Solid Waste Containers	\$0.00	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$400.00			\$0.00	Additional expenses	
5-000-5475-00	Bank Charges	\$50.00	\$ 573.00	\$ 523.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$573.00			\$0.00	Additional expenses	
5-000-5475-01	Bad Debt Write Off	\$0.00	\$ 2,826.63	\$ 2,826.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,826.63			\$0.00	Not Budgeted	
5-000-5510-02	Admin Fees - Severn Trent	\$75,000.00	\$ 81,778.00	\$ 6,778.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$81,778.00			\$0.00	Underbudgeted/growth	
5-000-5510-04	Water System Maintenance	\$22,000.00	\$ 56,937.00	\$ 34,937.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$56,937.00			\$0.00	Due to contract renewal	
5-000-5515-00	Permits	\$2,000.00	\$ 3,975.00	\$ 1,975.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,975.00			\$0.00	additional permit fees req	
	DEPT. TOTAL	-\$481,289.75	\$ (707,607.55)	\$ (226,316.37)	\$ -	-\$707,606.12	-47%									

Budget Revenue Increase **-\$226,316.37**

CITY OF FULSHEAR
FISCAL YEAR 13/14 BUDGET ADJMENTMENT IV

Police Department Fund

ACCOUNT	DESCRIPTION	CURRENT BUDGET	ACTUAL	INCREASE	DECREASE	NEW		BUDGET BALANCE	EXPLANATION
						AMENDED BUDGET	% CHANGE		
45009	Child Safety Revenue	-\$1,200.00	\$ (1,329.71)	\$ (129.71)	\$ -	-\$1,329.71		\$0.00	Additional Revenue
45010	Police Donations	-\$1,280.00	\$ (9,390.65)	\$ (8,110.65)	\$ -	-\$9,390.65		\$0.00	Donations
45011	K9 Donations	\$0.00	\$ (7,315.00)	\$ (7,315.00)	\$ -	-\$7,315.00		\$0.00	Donations for "Belle"
5-000-5381-02	Child Safety Expenses	\$1,500.00	\$ 1,625.89	\$ 125.89	\$ -	\$1,625.89		\$0.00	Additional Expenses
	DEPT. TOTAL	-\$980.00	\$ (16,409.47)	\$ (15,429.47)	\$ -	-\$16,409.47	-1574%		
						Budget Revenue Increase			
								-\$15,429.47	

ORDINANCE NO. 2014-1168

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, REGULATING GAMING MACHINES, REQUIRING PERMITS, SETTING EXPIRATION DATES, PROVIDING FOR APPEALS, PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, this Ordinance is to promote and protect the public health, safety and welfare of the community and;

WHEREAS, in the furtherance of conserving the value of the property and establishing a community desirable to reside in, and;

WHEREAS, and where through the implementation of a permit fee and occupational tax to offset the city's burden of administration and oversight;

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

Section 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

ARTICLE I. - GAMING MACHINES

Sec. 1.01 - Definitions.

The words, terms and phrases as used in this article are defined as follows:

(a) A gaming machine is defined as any machine when such machine or machines dispense or are used or are capable of being used to dispense a representation of value. Such representation of value being redeemable for noncash merchandise prizes, toys or novelties that have a wholesale value from a single play of the game or device of not more than ten times the amount charged to play the game or device once, or \$5.00, whichever is less.

(b) Permittee means any person, individual, firm, company, association, or corporation maintaining, displaying for public patronage, or otherwise keeping for operation the public any gaming machine in the city.

Sec. 2.01 - Permit required; exception.

(a) No person shall maintain, display for public patronage, or otherwise keep for operation by the public any gaming machine without first obtaining a permit issued under the terms and conditions of this article.

(b) A machine that provides the possibility, probability or certainty of dispensing a noncash prize, toy or novelty with a value of not more than ten times the amount charged to play the game or device once, or \$5.00, whichever is less at the time of play, but does not allow the player to amass or accumulate points, tokens or any other method to accumulate credits towards larger or greater value noncash merchandise prizes, toys or novelties is exempt from the requirements of this article.

Sec. 3.01 - Term of permit; jurisdiction; scope.

(a) A permit issued under this article:

(i) Is an annual license which expires December 31 of each year unless it is suspended or cancelled earlier;

(ii) Is effective for a single place of business only;

(iii) Vests no property right in the permittee except to maintain, display for public patronage, and permit the use or skill or pleasure of gaming machines in accordance with the terms and conditions of this article.

Sec. 4.01 - Application for permit.

(a) An applicant for a permit under the provisions of this article shall file with the city secretary a written application on a form provided for that purpose which shall be signed by the applicant, who shall be the owner of the business sought to be licensed. A separate application must be filed for each location sought to be permitted. The following information is required in the application:

(i) Name, address, and telephone number of the applicant, including the trade name by which applicant does business and the street address of the premises, and, if incorporated, the name registered with the secretary of state;

(ii) Name, address, and telephone number of the operator of the premises to be permitted;

(iii) Number of gaming machines in the premises to be permitted and serial number of each machine;

(iv) Whether a previous license of the applicant, or, if applicable, a corporate officer of the applicant, has been revoked within two years of filing of the application;

(v) A statement that all the facts contained in the application are true; and

(vi) The application shall include a waiver granting permission of or a felony background check to be completed on each and every employee and owner with interest in the organization.

Sec. 5.01 - Grounds for denial of permit; applicants or permittees indebted to city.

(a) The city administrator shall refuse to approve issuance or renewal of a permit for one or more of the following reasons:

(i) A false statement as to a material matter made in an application for a permit;

(ii) Revocation of a permit, pursuant to this article, of the applicant or corporate officer of the applicant within two years preceding the filing of the application;

(iii) The applicant or a co-owner for such license has, within the past ten years, been convicted of a crime involving moral turpitude.

(b) The city administrator shall not issue or renew a permit under this article and shall suspend or cancel a permit if it is determined that the applicant or permittee is indebted to the city for any fee, costs, penalties, or delinquent taxes.

Sec. 6.01 - Cancellation of permit for violation of article.

If any individual, company, corporation or association who owns, operates, exhibits, or displays any gaming machine in this city shall violate any provision of this article, the city administrator shall have the power and authority to cancel all permits issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such cancellation, and the same shall be cancelled ten days from date of such notice. No permit shall be issued within a period of one year to anyone whose permit has been cancelled, except at the discretion of the city council. If the permit of an individual, company, corporation, or association owning, operating, or displaying gaming machines in this city is cancelled, such individual, company, corporation or association shall not operate, display or permit to be operated or displayed such machines until the new permit is granted.

Sec. 7.01- Appeal from denial or cancellation of permit.

If the city administrator refuses to approve the issuance of a permit or the renewal of a permit to an applicant, or cancels a permit issued under this article, this action is final unless the applicant or licensee, within ten days after the receipt of written notice of the action, files a written appeal with the city secretary and city administrator to the city council setting forth specific grounds for the appeal. The city council shall, within 30 days, grant a hearing to consider the action. The city council has authority to sustain, reverse, or modify the action appealed. The decision of the city council is final.

Sec. 8.01 - Occupation tax; exemptions.

Every permittee who controls, possesses, exhibits or displays or who permits to be exhibited or displayed in this city any gaming machine shall pay for, and there is hereby levied on, each such gaming machine an annual occupation tax as determined from time to time by city council. The fee for issuing a replacement occupational tax receipt for one lost, destroyed or mutilated shall be as determined from time to time by city council.

Sec. 9.01 - Display of permit.

(a) A permit issued under this article shall be displayed at or near the entrance of the business premises, and such display shall be permanent and conspicuous.

(b) All video gaming employees shall possess and wear on the person a valid video gaming employee permit. The penalty after the third offense shall be administrative action, including, but not limited to, suspension or revocation of the permit.

(c) All video gaming employees or applicants shall notify the city in writing of all changes of address, phone numbers, and other required information in the application within 30 calendar days of the effective date of the change.

(d) The owner, manager or employee of a gaming establishment shall not permit any obstruction of such public view.

Sec. 10.01 - Replacement permit.

A replacement permit may be issued for one lost, destroyed, or mutilated, upon application on a form provided by the city secretary. A replacement permit shall have the word "REPLACEMENT" stamped across its face and shall bear the same number as the one it replaces.

Sec. 11.01 - Transfer of permit.

A permit issued under the provisions of this article shall not be assignable or transferable.

Sec. 12.01 - Inspections.

(a) The premises in which such gaming machines are located shall conform to all building codes and fire prevention codes of the city and the fire marshal or his assistants or the chief building official may enter into the premises where such machines are located at any time during normal business hours for the purposes of inspecting said premises for fire hazards.

(b) All law enforcement personnel of the city shall have the right to enter into said premises at any time during normal business hours for the purpose of enforcement of the terms of this article.

Sec. 13.01 - Responsibility of permittee.

(a) A permittee hereunder shall not permit any of the following activities within the permitted premises:

(i) The sale, purchase, possession or consumption of any alcoholic beverages as the same is defined by the Texas Alcoholic Beverage Code, unless the premises are licensed under the provisions of said code and the ordinances of the city for the sale, purchase, possession, or consumption of alcoholic beverages.

(ii) The operation of any gaming machine by a person younger than 21 years of age.

(iii) The licensee or a designated representative of the licensed establishment shall be required to be physically present and available within the licensed establishment at all times during all hours of operation; shall ensure that the devices are not tampered with, abused, or altered in any way; and shall prevent the play of video gaming devices by persons under the age of 21 and prevent access to the gaming area by persons under the age of 18. The penalty for fourth and subsequent offenses shall be administrative action, including, but not limited to, suspension or revocation.

(iv) Licensees and employees of a licensee shall not loan money, extend credit, or provide any financial assistance to patrons for use in video gaming activities.

(v) Licensees and employees of a licensee shall not permit any person who appears to be intoxicated to participate in the play of the video devices.

(vi) All licensees shall supervise all employees to ensure compliance with the laws and regulations relating to the operation of video gaming devices.

(vii) All licensees shall be responsible for the proper placement and installment of devices within a licensed establishment as prescribed by the rules.

(viii) Licensees shall not advertise or participate in any promotion or scheme which is contingent upon the play of a video gaming device and which results in an enhanced payoff other than that set by the internal mechanism of the video gaming device Ordinance.

(ix) All licensees shall post signs on the premises of a licensed establishment, which admits mixed patronage that restricts the play of video gaming devices by persons under the age of 21 and restricts the access to areas where gaming is conducted by persons under the age of 18. The signs shall be placed at the entrances to device areas with lettering at least three inches in height stating that there are gaming devices inside, no one under 18 allowed in gaming area, and no one under the age of 21 allowed to play gaming devices.

Sec. 14.01 - Parking facilities.

Any person who desires a permit for the operation of ten or more gaming machines in one specific location shall be required to provide sufficient off-street parking to accommodate the vehicles and bicycles of the patrons. Such parking area shall be maintained in a safe, clean manner and shall not interfere with safe and expeditious movement of other vehicular or pedestrian traffic. Depending on the location of licensed premises, bicycle racks may be required.

Sec. 15.01 - Bicycle storage racks.

A permittee hereunder shall provide sufficient bicycle storage racks so as to adequately provide for the storage of bicycles utilized by patrons of the permitted premises if such racks be needed.

Sec. 16.01 - Machines prohibited near certain locations.

No skill or pleasure gaming machines shall be permitted to be placed within 300 feet of any church, school or hospital in this city.

Sec. 17.01 - Requirements for licensed establishments.

(a) No licensed establishment shall be altered, renovated, or expanded if such alteration, renovation, or expansion is for the purpose of moving devices or installing addition devices, without first submitting to the city for approval, a written notification, via delivery by the United States Postal Service certified or registered mail, return receipt requested or a private or commercial interstate carrier, of the intent and a set of plans illustrating the projected changes.

(b) Any licensed establishments that allow mixed patronage, shall have devices for play and operation only in designated areas. These gaming areas shall be physically separated by a partition. The partition shall be permanently affixed and solid except for an opening to allow for player access into the gaming area.

(c) Every gaming establishment shall have transparent unobstructed windows or open space on at least one side so that the gaming establishment is open to view by members of the public passing by on a public street, or using a corridor, lobby or other room to which the public has access and is admitted without charge.

(d) A licensed establishment which is connected by a doorway or other opening to any other business establishment whether or not such other establishment is eligible for licensing by the city shall:

(i) Have a door or doors between the licensed establishment and the other entity which shall automatically close;

(ii) Have a separate outside entrance for patrons such that an individual patron may enter each establishment from the exterior of the building;

(iii) Keep business records and books that are separate from those of the other entity; and

(iv) Have personnel who work solely for the licensed establishment and not for the other entity during all hours of operation of the licensed establishment.

Sec. 18.01 - Violations of existing laws not authorized.

Nothing herein shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table, or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state.

Section 19.01 Penalty. Unless otherwise provided herein, any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished

by a fine of not more than Five Hundred Dollars (\$500.00) or, in the case of a violation of a provision of this Ordinance that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, a fine of not more than Two Thousand Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 20.01 Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 21.01 Repeal. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 22.01 Effective date. This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, and ADOPTED this, the 16th day of December, 2014.



Thomas C. Kuykendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1169

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING ORDINANCE NUMBER 2013-1091; PROVIDING RULES AND REGULATIONS FOR RIGHTS OF WAY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Fulshear, Texas ("City"), desires to ensure adequate mobility for current and future residents both inside the City and in the City's extraterritorial jurisdiction; and

WHEREAS, requiring adequate Rights of Way is of utmost importance to insuring future road way capacity; and

WHEREAS, amending the Right of Way requirements in the Subdivision Ordinance is of benefit to current and future residents so that adequate mobility capacity exists;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That Section 18, Sub-section C., Paragraph 2 titled Right of Way Width in Ordinance No. 2013-1091 is hereby amended to read as follows:

"2. Right of Way Width: The Right of Way width to be dedicated for a Major Thoroughfare shall be at least one hundred and twenty feet (120'); for Principal Arterials the Right of Way shall be one hundred feet (100'); for Minor Arterials the Right of Way shall be eighty feet (80'); and for all other streets shall be sixty feet (60'). Provided however, that the City Council may allow a street Right of Way width of less than sixty

feet (60') but not less than fifty feet (50') with such exception being allowed only for streets with storm sewers that are not open ditches or if the street is located so that it logically could not be extended to connect with an existing, approved, proposed or possible future street."

Section 3. *Severability.*

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. *Penalty.*

Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense.

Section 5. *Effective date.*

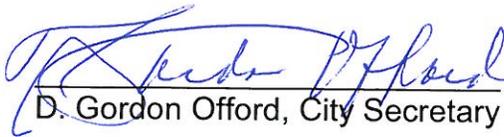
This Ordinance shall become effective when published as required by law.

PASSED and **APPROVED** this, the 16th day of December, 2014.



Thomas C. Kurkendall, Jr., Mayor

ATTEST:



D. Gordon Offord, City Secretary

ORDINANCE NO. 2014-1171

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS CONSENTING TO THE CREATION OF FORT BEND COUNTY MUD NO. 216.

* * * * *

WHEREAS, the City of Fulshear (the "City") received a request for its consent to the creation of Fort Bend County Municipal Utility District No. 216 (the "District") containing a total of 503.983 acres of which 481.070 acres are located within the extraterritorial jurisdiction ("ETJ") of the City and 22.913 acres are subject to a petition to be included within the ETJ (the "Property") as more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Local Government Code provide that land within a city's corporate limits or ETJ may not be included within a municipal utility district without the city's written consent;

WHEREAS, the District and Petitioner desire that the City consent to the annexation of the Land into the boundaries of the District;

WHEREAS, requesting to include land in this municipal utility district, the landowner has agreed to be bound by certain covenants and conditions, as fully set forth in **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, after due consideration, it is the opinion of the City Council that consent to the creation of Fort Bend County Municipal Utility District No. 216, should be given, subject to the covenants and conditions set forth in **Exhibit "B"**; now, therefore

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. That facts set out in the preamble are true and correct and incorporated herein for all purposes.

Section 2. The City of Fulshear, Texas, hereby consents to the creation of the Fort Bend County Municipal Utility District No. 216, a political subdivision to be situated wholly within the extraterritorial jurisdiction of the City of Fulshear, Texas, containing an area of 503.983 acres, more or less, and more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof as **Exhibit "A"**.

Section 3: The consent to the creation of Fort Bend County Municipal Utility District No. 216 is subject to the covenants and conditions set forth in **Exhibit "B"** and agreed to herein by landowner.

Section 4: In no way is this Ordinance considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

PASSED, APPROVED, and ADOPTED on the 16th day of December, 2014.


Thomas C. Kuykendall, Jr., Mayor

ATTEST:


D. Gordon Offord, City Secretary

PETITION FOR CONSENT TO CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF FULSHEAR:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to all and, therefore, a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Fort Bend County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216.

II.

The area of the land to be included in the District contains 503.983 acres, more or less, and lies wholly within Fort Bend County, Texas. All but 22.913 acres of said area is within the extraterritorial jurisdiction of the City of Fulshear (the "City") and is not within the corporate limits or extraterritorial jurisdiction of any other city. Concurrent with the filing of this Petition for Consent to Creation of the District, Petitioner has also filed with the City a Petition for annexation of such 22.913 acres into the extraterritorial jurisdiction of the City. Such 22.913 acres is not within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required;

(5) exercise road powers and authority ("Road Powers") pursuant to applicable law and Chapter 54 of the Texas Water Code, as amended;

(6) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and

(7) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Fulshear, and is in close proximity to populous and developed sections of Fort Bend County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(2) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

(3) The future inhabitants of the area and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the District and to the land within the District as such powers will allow the District to construct, acquire, improve, and

provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

(4) The future inhabitants of the area and of territories adjacent thereto may require fire-fighting facilities in order to supplement or supplant fire-fighting services otherwise provided by governmental entities other than the District, as fire-fighting services are necessary and desirable for the health and welfare of such inhabitants.

A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law), road facilities, and, subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the creation of the District is given, the Petitioner will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit "B", attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$90,000,000 for water, sewer and drainage facilities, \$8,000,000 for recreational facilities, and \$45,000,000 for road facilities.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Fulshear give its written consent to the creation of said District.

Dated this 7th day of November, 2014.

FULSHEAR LAKES, LTD.,
a Texas limited partnership

By: Fulshear Lakes, GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Sam Yager III, Vice President

Attest:

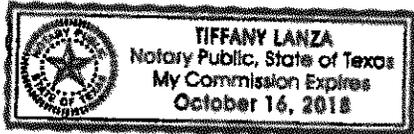
By: [Signature]
Name: Sam Yager Jr.
Title: Vice President

"PETITIONER"

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 7 day of November, 2014, by Sam Yager III, Vice President of Fulshear Lakes GP, LLC, a Texas limited liability company, General Partner of Fulshear Lakes, Ltd., a Texas limited partnership, on behalf of said entities.

(SEAL)



[Signature]
Notary Public in and for
the State of T E X A S

336999.1

EXHIBIT "A"

Revised May 1, 2014
April 23, 2014
Job No. 2493-0100-200

DESCRIPTION OF 503.983 ACRES FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 BOUNDARY

Being 503.983 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007854 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), being all of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the Plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., and being all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 503.983 acres being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

BEGINNING at the common north corner of said 411.052 acre tract and that certain called 58.96 acre tract conveyed to Nigel Stewart Patterson, et ux by an instrument of record under File Number 2009110810, F.B.C.O.P.R.R.P., being on the line common to the north line of said John Randon League and the south line of the I. H. Charles League, Abstract Number 17 of said Fort Bend County, and being within existing Rogers Road (width varies), from which a found 5/8-inch iron rod (bent) bears North 09° 56' 38" West, 0.52 feet and also from which the common easterly corner of said John Randon League and the George Roberts League, Abstract Number 432 of said Fort Bend County bears North 87° 41' 03" East, 3,932.37 feet;

Page 1 of 7

Thence, with the easterly line of said 411.052 acre tract, the following five (5) courses:

1. South 02° 02' 39" East, with the westerly line of said 58.96 acre tract, passing at 30.69 feet (called 31.0 feet) a found 1/2-inch iron pipe, and continuing for a total distance of 1,104.86 feet (called 1,105.0 feet) to a 1/2-inch iron pipe found for corner;
2. South 02° 21' 32" East, continuing with the westerly line of said 58.96 acre tract, 1,232.04 feet (called 1,232.08 feet) to a 3/4-inch iron pipe found for corner;
3. South 01° 43' 27" East, continuing with the westerly line of said 58.96 acre tract, 1,133.03 feet (called 1,132.98 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 58.96 acre tract;
4. North 87° 47' 51" East, with the southerly line of said 58.96 acre tract, passing at 296.51 feet a found 1" iron pipe, and continuing for a total distance of 1,004.52 feet (called 1,004.50 feet) to a 1/2-inch iron pipe found on the westerly line of that certain called 241.258 acre tract conveyed to Rogers Road Investors, LP by an instrument of record under File Number 2009066602, F.B.C.O.P.R.R.P.;
5. South 02° 18' 57" East, with the westerly line of said 241.258 acre tract, passing at 2,894.68 feet the approximate centerline of Fulshear Creek, same being the common westerly corner of said 241.258 acre tract and that certain called 58.139 acre tract conveyed to K. R. Arnold, et ux, by an instrument of record under File Number 1999008859, F.B.C.O.P.R.R.P., and continuing with the westerly line of said 58.139 acre tract, for a total distance of 4,646.53 feet (called 4,646.9 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA

ENG" previously set for the southeast corner of said 411.052 acre tract, being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an Instrument of record under Volume 2478, Page 1664, F.B.C.D.R.;

Thence, South $81^{\circ} 25' 02''$ West, with the line common to the south line of said 411.052 acre tract and the north line of said 100-foot wide tract, passing at 1,532.69 feet (called 1,532.63 feet) a 1/2-inch iron pipe found for the common south corner of said 411.052 acre tract and aforementioned Rustic Oaks Subdivision, and continuing along the line common to the south line of said Rustic Oaks Subdivision and the north line of said 100-foot wide tract, continuing for a total distance of 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said Rustic Oaks Subdivision and aforementioned 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of aforementioned Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

Thence, North $02^{\circ} 37' 49''$ East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd.;

Thence, South $87^{\circ} 17' 09''$ West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North $02^{\circ} 13' 49''$ West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South $87^{\circ} 15' 05''$ West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South 02° 11' 04" East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch iron pipe found for corner;

Thence, South 87° 05' 11" West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North 02° 29' 17" West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South 76° 14' 39" East, 0.23 feet;

Thence, South 87° 26' 47" West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

Thence, North 02° 33' 10" West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North 87° 25' 18" East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North 15° 28' 18" West, 0.92 feet;

Thence, North 02° 34' 42" West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an

instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South 46° 34' 34" West, 0.26 feet;

Thence North, 87°25'18" East, along the line common to said 4.000 acre tract and said called 9.15 acre tract, 887.17 feet, to 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a 1-inch pipe with "Cotton Surveying" cap bears South 18°04'42" East, 3.68 feet;

Thence North 03°16'16" East, with the line common to said 9.15 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 197.17 feet to a 1-inch iron pipe in concrete found for the common east corner of said 9.15 acre tract and that certain called 18.87 acre tract, designated Tract I, conveyed to Robert Fendley, by instrument of record under Volume 1415, Page 037, F.B.C.D.R.;

Thence, North 01°17'54" West, with the westerly line of said 70.1425 acre tract and Rustic Oaks Subdivision, 565.92 feet to a 1-inch iron pipe found for corner;

Thence, North 00° 49' 19" West, continuing along the westerly line of said 70.1425 acre tract and said Rustic Oaks Subdivision, 196.67 feet to a point for corner on the approximate centerline of Fulshear Creek and being the line common to the north line of said Rustic Oaks Subdivision, said 70.1425 acre tract and a south line of the aforementioned 411.052 acre tract;

Thence, along the south line of said 411.052 acre tract and along the meanders of said Fulshear Creek, the following five (5) courses:

1. South 85° 09' 23" West, 488.60 feet to a point for corner;
2. North 74° 47' 41" West, 354.56 feet to a point for corner;
3. North 18° 11' 05" West, 260.16 feet to a point for corner;

4. North $09^{\circ} 17' 09''$ East, 391.53 feet to a point for corner;
5. North $00^{\circ} 34' 16''$ West, 47.82 feet (called 48.67 feet) to a point for corner on the south line of that certain called 71.56 acre tract conveyed to Lavetta Lazzara by an instrument of record under Volume 2320, Page 1231, F.B.C.D.R., and an undivided fifty (50) percent interest conveyed to Lavetta Lazzara, Trustee by an instrument of record under Volume 2479, Page 591, F.B.C.D.R.;

Thence, North $87^{\circ} 05' 26''$ East, with the common line of said 411.052 acre tract and said 71.56 acre tract, passing at 76.49 feet a found 1/2-iron pipe and continuing for a total distance of 817.56 feet (called 816.0 feet) to a 1/2-inch iron pipe found for corner;

Thence, North $01^{\circ} 49' 07''$ West, with the line common to said 411.052 acre tract and said 71.56 acre tract, 2,373.01 feet (called 2,373.19 feet) to a PK-Nail in asphalt previously set for the northeast corner of said 71.56 acre tract;

Thence, North $01^{\circ} 47' 54''$ West, with the westerly line of said 411.052 acre tract, 2,073.64 feet (called 2,074.08 feet) to a gun barrel found for the common easterly corner of that certain called 5.432 acre tract conveyed to Emma Jean Smith by an instrument of record under Volume 2707, Page 2128, F.B.C.D.R. and that certain called 46.33 acre tract conveyed to Frances Peckham Kelly, et al, by an instrument of record under volume 433, Page 87, F.B.C.D.R. and under Probate Record Number 08-CPR-020916 of the Probate Records of said Fort Bend County;

Thence, North $01^{\circ} 20' 51''$ West, with the westerly line of said 411.052 acre tract, 1,070.10 feet (called 1,069.68 feet) to point for corner on the northerly line of the aforementioned John Randon League and the southerly line of the J. San Pierre Survey, Abstract Number 81, of said Fort Bend County and the northwest corner of said 411.052 acre

503.983 Acres

Revised May 1, 2014
April 23, 2014
Job No. 2493-0100-200

tract, and being within the aforementioned Rogers Road, from which a found 5/8-inch iron rod (bent) bears South 77° 51' 34" East, 0.29 feet;

Thence, North 87° 41' 03" East, with the northerly line of said 411.52 acre tract, said John Randon League, and the southerly line of said J. San Pierre Survey and the aforementioned I. H. Charles League, 1,829.92 feet to the POINT OF BEGINNING and containing 503.983 acres of land and of which 1.320 acres (57,529 square feet) of land lies within the existing roadway area of said Rogers Road.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.

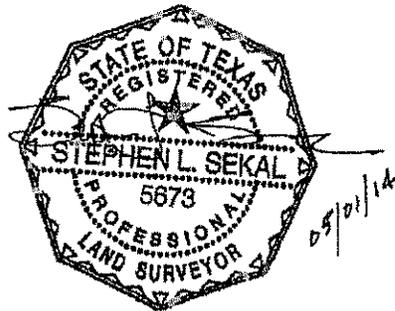


Exhibit "B"

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, fire prevention, roads, parks or recreational facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any date subsequent to the tenth (10th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The City places these additional terms and provisions on the bonds or notes issued:

- Bonds shall finally mature twenty-five (25) Years from their date of issue.
- Bonds shall have a 10-year par call.
- New money bonds shall have up to three (3) years of interest only payments and then approximately level debt service payments for the remaining life of the bonds.
- No bonds shall be issued after notice of annexation is provided to the District by the City.
- If refunding bonds or notes are issued, the final maturity of the refunding bonds or notes shall not extend beyond the final maturity of the original bonds or notes.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date

that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections.

(c) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(d) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission and the City Council of the City of Fulshear of a plat which will be duly recorded in the Real Property Records of Fort Bend County, Texas.

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

1300 POST OAK BOULEVARD

SUITE 1400

HOUSTON, TEXAS 77056

WWW.SPHELLP.COM

TELEPHONE (713) 623-4531
TELECOPIER (713) 623-6143

JOSEPH M. SCHWARTZ
MICHAEL G. PAGE
PETER T. HARDING
ABRAHAM I. RUBINSKY
MARTHA T. BERSCH
HOWARD M. COHEN
SPENCER W. CREEO
CHRISTOPHER T. SKINNER
DANIEL B. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES

CHRISTINA J. COLE
MATTHEW R. REED
E. BENJAMIN MORSE
WILLIAM D. STAFFORD
TRAVIS M. HEDGPETH
GINA M. VON STERNBERG

December 11, 2014

VIA MESSENGER

City Hall

Attn: Ms. Diana Gordon Offord, City Secretary

30603 FM 1093

Fulshear, Texas 77441



Re: Proposed Fort Bend County Municipal Utility District No. 216 (the "District")

Dear Ms. Offord:

Application is hereby made for the Consent of the City of Fulshear to the creation of the captioned municipal utility district under the provisions of Chapter 49 and 54 of the Texas Water Code, as amended. I am transmitting herewith the following:

1. One (1) original and (1) copy of a Petition for Consent to Creation of a Municipal Utility District from Fulshear Lakes, Ltd., a Texas limited partnership ("Fulshear Lakes"), owners of the land;
2. One (1) original and (1) copy of a Petition Requesting Inclusion in the City of Fulshear's Extraterritorial Jurisdiction from Fulshear Lakes (concerning a 22.913 acre tract within the boundaries of the proposed District); and
3. One (1) boundary map showing the area to be included within the proposed District.

Please be advised that we have attempted on several occasions by phone and e-mail to confirm with City staff the amount of any filing fees associated with these Petitions. but to date we have been unable to do so. In the event there are any filing fees associated with these Petitions, we respectfully request that you accept them for filing at this time and allow us to pay such fees promptly upon notification of the required amount. *We would also respectfully request that these items be added to the City Council agenda for its upcoming December 16, 2014 meeting.*

December 11, 2014
Page 2

Should you require any additional information, please feel free to call the undersigned at (713) 623-4531 or Mr. Christopher LeBlanc, P.E. at (713) 953-5200.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: 
Spencer W. Creed
Attorneys for the Proposed District

Enclosures

357960.1

cc: Mr. Sam Yager III
Sam Yager Incorporated

Mr. Grady Randle
The Randle Law Firm

Mr. Christopher LeBlanc
LJA Engineering, Inc.

PETITION FOR CONSENT TO CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF FULSHEAR:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to all and, therefore, a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Fort Bend County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216.

II.

The area of the land to be included in the District contains 503.983 acres, more or less, and lies wholly within Fort Bend County, Texas. All but 22.913 acres of said area is within the extraterritorial jurisdiction of the City of Fulshear (the "City") and is not within the corporate limits or extraterritorial jurisdiction of any other city. Concurrent with the filing of this Petition for Consent to Creation of the District, Petitioner has also filed with the City a Petition for annexation of such 22.913 acres into the extraterritorial jurisdiction of the City. Such 22.913 acres is not within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that there are no holders of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

(1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required;

(5) exercise road powers and authority ("Road Powers") pursuant to applicable law and Chapter 54 of the Texas Water Code, as amended;

(6) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law; and

(7) to provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Fulshear, and is in close proximity to populous and developed sections of Fort Bend County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(2) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

(3) The future inhabitants of the area and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the District and to the land within the District as such powers will allow the District to construct, acquire, improve, and

provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

(4) The future inhabitants of the area and of territories adjacent thereto may require fire-fighting facilities in order to supplement or supplant fire-fighting services otherwise provided by governmental entities other than the District, as fire-fighting services are necessary and desirable for the health and welfare of such inhabitants.

A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law), road facilities, and, subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the creation of the District is given, the Petitioner will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit "B", attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$90,000,000 for water, sewer and drainage facilities, \$8,000,000 for recreational facilities, and \$45,000,000 for road facilities.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Fulshear give its written consent to the creation of said District.

Dated this 7th day of November, 2014.

FULSHEAR LAKES, LTD.,
a Texas limited partnership

By: Fulshear Lakes, GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Sam Yager III, Vice President

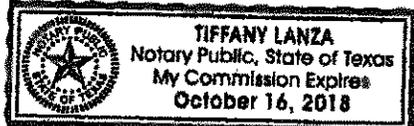
Attest:

By: [Signature]
Name: Sam Yager Jr.
Title: Vice President

"PETITIONER"

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 7 day of November, 2014, by Sam Yager III, Vice President of Fulshear Lakes GP, LLC, a Texas limited liability company, General Partner of Fulshear Lakes, Ltd., a Texas limited partnership, on behalf of said entities.

(SEAL) 

[Signature]
Notary Public in and for
the State of TEXAS

336999.1

EXHIBIT "A"

Revised May 1, 2014
April 23, 2014
Job No. 2493-0100-200

DESCRIPTION OF 503.983 ACRES FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216 BOUNDARY

Being 503.983 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007854 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), being all of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the Plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., and being all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 503.983 acres being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

BEGINNING at the common north corner of said 411.052 acre tract and that certain called 58.96 acre tract conveyed to Nigel Stewart Patterson, et ux by an instrument of record under File Number 2009110810, F.B.C.O.P.R.R.P., being on the line common to the north line of said John Randon League and the south line of the I. H. Charles League, Abstract Number 17 of said Fort Bend County, and being within existing Rogers Road (width varies), from which a found 5/8-inch iron rod (bent) bears North 09° 56' 38" West, 0.52 feet and also from which the common easterly corner of said John Randon League and the George Roberts League, Abstract Number 432 of said Fort Bend County bears North 87° 41' 03" East, 3,932.37 feet;

Thence, with the easterly line of said 411.052 acre tract, the following five (5) courses:

1. South 02° 02' 39" East, with the westerly line of said 58.96 acre tract, passing at 30.69 feet (called 31.0 feet) a found 1/2-inch iron pipe, and continuing for a total distance of 1,104.86 feet (called 1,105.0 feet) to a 1/2-inch iron pipe found for corner;
2. South 02° 21' 32" East, continuing with the westerly line of said 58.96 acre tract, 1,232.04 feet (called 1,232.08 feet) to a 3/4-inch iron pipe found for corner;
3. South 01° 43' 27" East, continuing with the westerly line of said 58.96 acre tract, 1,133.03 feet (called 1,132.98 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 58.96 acre tract;
4. North 87° 47' 51" East, with the southerly line of said 58.96 acre tract, passing at 296.51 feet a found 1" iron pipe, and continuing for a total distance of 1,004.52 feet (called 1,004.50 feet) to a 1/2-inch iron pipe found on the westerly line of that certain called 241.258 acre tract conveyed to Rogers Road Investors, LP by an instrument of record under File Number 2009066602, F.B.C.O.P.R.R.P.;
5. South 02° 18' 57" East, with the westerly line of said 241.258 acre tract, passing at 2,894.68 feet the approximate centerline of Fulshear Creek, same being the common westerly corner of said 241.258 acre tract and that certain called 58.139 acre tract conveyed to K. R. Arnold, et ux, by an instrument of record under File Number 1999008859, F.B.C.O.P.R.R.P., and continuing with the westerly line of said 58.139 acre tract, for a total distance of 4,646.53 feet (called 4,646.9 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA

ENG" previously set for the southeast corner of said 411.052 acre tract, being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.;

Thence, South $81^{\circ} 25' 02''$ West, with the line common to the south line of said 411.052 acre tract and the north line of said 100-foot wide tract, passing at 1,532.69 feet (called 1,532.63 feet) a 1/2-inch iron pipe found for the common south corner of said 411.052 acre tract and aforementioned Rustic Oaks Subdivision, and continuing along the line common to the south line of said Rustic Oaks Subdivision and the north line of said 100-foot wide tract, continuing for a total distance of 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said Rustic Oaks Subdivision and aforementioned 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of aforementioned Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

Thence, North $02^{\circ} 37' 49''$ East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd.;

Thence, South $87^{\circ} 17' 09''$ West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North $02^{\circ} 13' 49''$ West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South $87^{\circ} 15' 05''$ West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South 02° 11' 04" East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch iron pipe found for corner;

Thence, South 87° 05' 11" West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North 02° 29' 17" West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South 76° 14' 39" East, 0.23 feet;

Thence, South 87° 26' 47" West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

Thence, North 02° 33' 10" West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North 87° 25' 18" East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North 15° 28' 18" West, 0.92 feet;

Thence, North 02° 34' 42" West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an

instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South $46^{\circ} 34' 34''$ West, 0.26 feet;

Thence North, $87^{\circ} 25' 18''$ East, along the line common to said 4.000 acre tract and said called 9.15 acre tract, 887.17 feet, to 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a 1-inch pipe with "Cotton Surveying" cap bears South $18^{\circ} 04' 42''$ East, 3.68 feet;

Thence North $03^{\circ} 16' 16''$ East, with the line common to said 9.15 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 197.17 feet to a 1-inch iron pipe in concrete found for the common east corner of said 9.15 acre tract and that certain called 18.87 acre tract, designated Tract I, conveyed to Robert Fendley, by instrument of record under Volume 1415, Page 037, F.B.C.D.R.;

Thence, North $01^{\circ} 17' 54''$ West, with the westerly line of said 70.1425 acre tract and Rustic Oaks Subdivision, 565.92 feet to a 1-inch iron pipe found for corner;

Thence, North $00^{\circ} 49' 19''$ West, continuing along the westerly line of said 70.1425 acre tract and said Rustic Oaks Subdivision, 196.67 feet to a point for corner on the approximate centerline of Fulshear Creek and being the line common to the north line of said Rustic Oaks Subdivision, said 70.1425 acre tract and a south line of the aforementioned 411.052 acre tract;

Thence, along the south line of said 411.052 acre tract and along the meanders of said Fulshear Creek, the following five (5) courses:

1. South $85^{\circ} 09' 23''$ West, 488.60 feet to a point for corner;
2. North $74^{\circ} 47' 41''$ West, 354.56 feet to a point for corner;
3. North $18^{\circ} 11' 05''$ West, 260.16 feet to a point for corner;

4. North 09° 17' 09" East, 391.53 feet to a point for corner;
5. North 00° 34' 16" West, 47.82 feet (called 48.67 feet) to a point for corner on the south line of that certain called 71.56 acre tract conveyed to Lavetta Lazzara by an instrument of record under Volume 2320, Page 1231, F.B.C.D.R., and an undivided fifty (50) percent interest conveyed to Lavetta Lazzara, Trustee by an instrument of record under Volume 2479, Page 591, F.B.C.D.R.;

Thence, North 87° 05' 26" East, with the common line of said 411.052 acre tract and said 71.56 acre tract, passing at 76.49 feet a found 1/2-iron pipe and continuing for a total distance of 817.56 feet (called 816.0 feet) to a 1/2-inch iron pipe found for corner;

Thence, North 01° 49' 07" West, with the line common to said 411.052 acre tract and said 71.56 acre tract, 2,373.01 feet (called 2,373.19 feet) to a PK-Nail in asphalt previously set for the northeast corner of said 71.56 acre tract;

Thence, North 01° 47' 54" West, with the westerly line of said 411.052 acre tract, 2,073.64 feet (called 2,074.08 feet) to a gun barrel found for the common easterly corner of that certain called 5.432 acre tract conveyed to Emma Jean Smith by an instrument of record under Volume 2707, Page 2128, F.B.C.D.R. and that certain called 46.33 acre tract conveyed to Frances Peckham Kelly, et al, by an instrument of record under volume 433, Page 87, F.B.C.D.R. and under Probate Record Number 08-CPR-020916 of the Probate Records of said Fort Bend County;

Thence, North 01° 20' 51" West, with the westerly line of said 411.052 acre tract, 1,070.10 feet (called 1,069.68 feet) to point for corner on the northerly line of the aforementioned John Randon League and the southerly line of the J. San Pierre Survey, Abstract Number 81, of said Fort Bend County and the northwest corner of said 411.052 acre

503.983 Acres

Revised May 1, 2014
April 23, 2014
Job No. 2493-0100-200

tract, and being within the aforementioned Rogers Road, from which a found 5/8-inch iron rod (bent) bears South 77° 51' 34" East, 0.29 feet;

Thence, North 87° 41' 03" East, with the northerly line of said 411.52 acre tract, said John Randon League, and the southerly line of said J. San Pierre Survey and the aforementioned I. H. Charles League, 1,829.92 feet to the POINT OF BEGINNING and containing 503.983 acres of land and of which 1.320 acres (57,529 square feet) of land lies within the existing roadway area of said Rogers Road.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.



AN ORDINANCE EXPANDING AND EXTENDING THE EXTRATERRITORIAL JURISDICTION OF CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY.

WHEREAS, Section 42.022 of the Texas Local Government Code, authorizes the expansion of extraterritorial jurisdiction if the owners of the area request expansion, subject to the laws of this state;

WHEREAS, Fulshear Lakes, Ltd., which is the owner of certain land which is contiguous and adjacent to the existing extraterritorial jurisdiction of the City of Fulshear, Texas, has filed a Petition to the Mayor and Governing Body of the City of Fulshear, Texas requesting said City to expand its extraterritorial jurisdiction to include all of said land;

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

That the above-described Petition is hereby granted and the tract or land described in Exhibit "A" attached to this Ordinance is hereby included in the extraterritorial jurisdiction of the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the extraterritorial jurisdiction of the City of Fulshear be and the same are hereby extended to include the above described tract in accordance with Section 42.022 (b) of the Texas Local Government Code, and the same shall hereafter be included within the extraterritorial jurisdiction of said city.

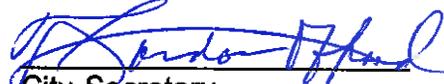
The City Secretary is hereby directed to file with the County Clerk of Fort Bend, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the 16th day of December, 2014.

APPROVED:


Mayor

ATTEST:


City Secretary

**PETITION REQUESTING INCLUSION IN THE CITY OF FULSHEAR'S
EXTRATERRITORIAL JURISDICTION**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF FULSHEAR, TEXAS:

The undersigned owner of all the land within the tract described by metes and bounds in Exhibit "A" attached hereto (the "Tract") hereby petitions your Honorable Body to extend the present extraterritorial jurisdiction of the City of Fulshear so as to include the Tract as part of the extraterritorial jurisdiction of the City of Fulshear, Texas.

The Tract is contiguous and adjacent to the existing extraterritorial jurisdiction of the City of Fulshear, Texas.

Petitioner believes that none of the Tract is located within any other city's existing extraterritorial jurisdiction or corporate boundaries; however, if Petitioner is incorrect Petitioner requests that the boundaries of the Tract be revised and reformed so that none of the Tract to be included within the City's extraterritorial jurisdiction shall be located within any other city's existing extraterritorial jurisdiction or corporate boundaries.

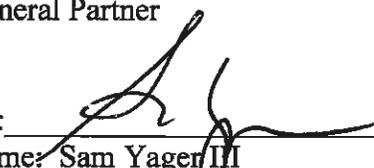
If any portion of this Petition is invalid or unenforceable for any reason, including but not limited to because parts of the Tract are ineligible for inclusion in the extraterritorial jurisdiction of the City, such invalidity or unenforceability shall not affect any other provision hereof or any part of the Tract which is eligible for inclusion in the extraterritorial jurisdiction of the City, and this Petition shall be construed as if such invalid or unenforceable provision had never been contained herein.

This Petition and request is made pursuant to the provisions of the Texas Local Government Code, § 42.022 (b).

WHEREFORE, Petitioner prays that this petition be heard and that the City of Fulshear, Texas duly pass and adopt an ordinance extending and expanding the City's extraterritorial jurisdiction to include all of the Tract described in Exhibit "A" hereto, with such ordinance to be substantially in the form of Exhibit "B" attached hereto.

FULSHEAR LAKES, LTD.,
a Texas limited partnership

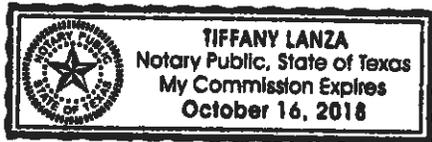
By: Fulshear Lakes GP, LLC, a
Texas limited liability company, its
General Partner

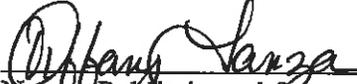
By: 
Name: Sam Yager III
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3 day of November, 2014, by Sam Yager III, Vice President of Fulshear Lakes GP, LLC, a Texas limited liability company, General Partner of Fulshear Lakes, Ltd., a Texas limited partnership, on behalf of said entities.

(SEAL)





Notary Public in and for
the State of T E X A S

337310.1

Exhibit A

May 13, 2014
Job No. 2493-0014B

DESCRIPTION OF
22.913 ACRES
CITY OF FULSHEAR ETJ
ANNEXATION TRACT

Being 22.913 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, more particularly being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), and being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., and all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 22.913 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

COMMENCING at a 1/2-inch iron pipe found for the common south corner of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), and that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854; F.B.C.O.P.R.R.P., and being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.,

Thence, South $81^{\circ} 25' 02''$ West, with the south line of said Rustic Oaks Subdivision and said 70.1425 acre tract, same being the north line of said 100-foot wide tract, 1,477.89 feet (called 1,476.24 feet) to a 1/4-inch iron pipe found for the southwest corner of said Rustic Oaks Subdivision and said 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of said Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

22.913 acres

May 13, 2014
Job No. 2493-0014B

Thence, North $02^{\circ} 37' 49''$ East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd. and being the POINT OF BEGINNING of the herein described tract;

Thence, South $87^{\circ} 17' 09''$ West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North $02^{\circ} 13' 49''$ West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South $87^{\circ} 15' 05''$ West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South $02^{\circ} 11' 04''$ East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch iron pipe found for corner;

Thence, South $87^{\circ} 05' 11''$ West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North $02^{\circ} 29' 17''$ West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South $76^{\circ} 14' 39''$ East, 0.23 feet;

Thence, South $87^{\circ} 26' 47''$ West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

22.913 acres

May 13, 2014
Job No. 2493-0014B

Thence, North $02^{\circ} 33' 10''$ West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North $87^{\circ} 25' 18''$ East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North $15^{\circ} 28' 18''$ West, 0.92 feet;

Thence, North $02^{\circ} 34' 42''$ West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South $46^{\circ} 34' 34''$ West, 0.26 feet;

Thence, North $87^{\circ} 25' 18''$ East, with the line common to said 4.000 acre tract and said 9.15 acre tract, 887.17 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of the aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a found 1-inch iron pipe with cap stamped "Cotton Surveying" bears South $18^{\circ} 04' 42''$ East, 3.68 feet;

Thence, South $02^{\circ} 33' 28''$ East, with the line common to said 4.000 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 196.48 feet to a 1-inch iron rod found for the common easterly corner of said 4.000 acre tract and the aforementioned 14.313 acre tract;

Thence, South $01^{\circ} 34' 04''$ West, with the line common to said 14.313 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 194.23 feet to a point for corner and being the common easterly corner of said 14.313 acre tract and the aforementioned 5.32 acre tract;

22.913 acres

May 13, 2014
Job No. 2493-0014B

Thence, South 02° 37' 20" West, with the line common to said 5.32 acre tract and said 70.1425 acre tract and said Rustic Oaks Subdivision, 447.03 feet to the POINT OF BEGINNING and containing 22.913 acres of land

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Stephen L. Sekal
Registered Professional Land Surveyor
Texas Registration No. 5673



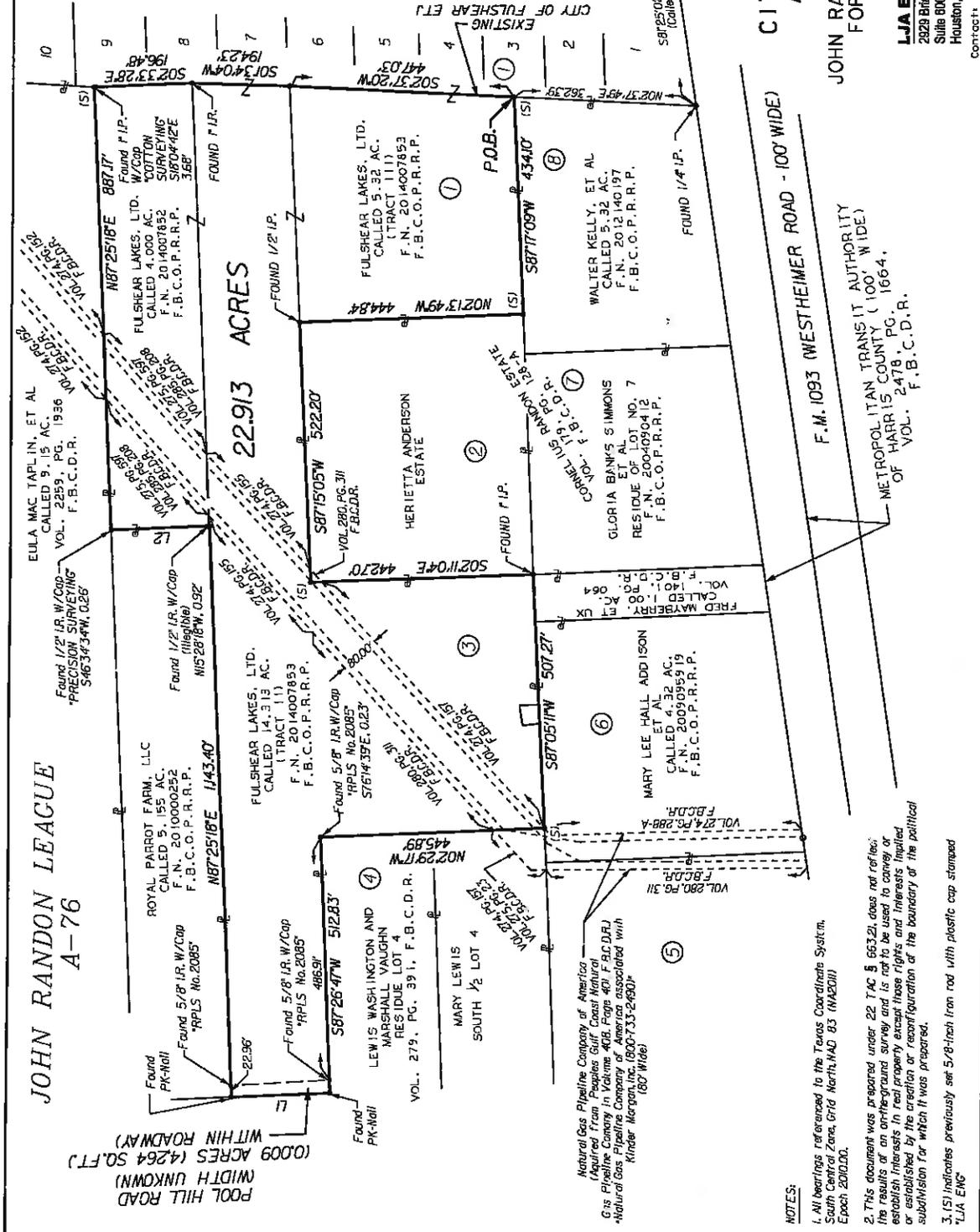
LJA Engineering, Inc.

**JOHN RANDON LEAGUE
A-76**



Scale: 1" = 200'

LINE TABLE		
Line	Bearing	Distance
1	N02°33'10"W	196.30'
2	N02°34'42"W	196.40'



22.913 ACRES

**EXHIBIT OF
22.913 ACRES
CITY OF FULSHEAR ET J
ANNEXATION TRACT
IN THE
JOHN RANDON LEAGUE, ABSTRACT 76
FORT BEND COUNTY, TEXAS**

MAY 2014 JOB NO. 2493-00148

LJA Engineering, Inc.

2829 Briarpark Drive
Houston, Texas 77042
Phone 713.953.6200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110801
Contract: Stephen Sekol, RPLS assekol@ljaengr.com

- NOTES:**
- All bearings referenced to the Texas Coordinate System, South Central Zone, Grid North, NAD 83 (NAD2011) Epoch 2010.00.
 - This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except these rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
 - (S) indicates previously set 5/8-inch iron rod with plastic cap stamped "LJA ENG"

EXHIBIT "B"

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE EXPANDING AND EXTENDING THE EXTRATERRITORIAL JURISDICTION OF CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY.

WHEREAS, Section 42.022 of the Texas Local Government Code, authorizes the expansion of extraterritorial jurisdiction if the owners of the area request expansion, subject to the laws of this state;

WHEREAS, Fulshear Lakes, Ltd., which is the owner of certain land which is contiguous and adjacent to the existing extraterritorial jurisdiction of the City of Fulshear, Texas, has filed a Petition to the Mayor and Governing Body of the City of Fulshear, Texas requesting said City to expand its extraterritorial jurisdiction to include all of said land;

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

That the above-described Petition is hereby granted and the tract or land described in Exhibit "A" attached to this Ordinance is hereby included in the extraterritorial jurisdiction of the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the extraterritorial jurisdiction of the City of Fulshear be and the same are hereby extended to include the above described tract in accordance with Section 42.022 (b) of the Texas Local Government Code, and the same shall hereafter be included within the extraterritorial jurisdiction of said city.

The City Secretary is hereby directed to file with the County Clerk of Fort Bend, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the ____ day of _____, 20__.

APPROVED:

Mayor

ATTEST:

City Secretary

**PETITION REQUESTING INCLUSION IN THE CITY OF FULSHEAR'S
EXTRATERRITORIAL JURISDICTION**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF FULSHEAR, TEXAS:

The undersigned owner of all the land within the tract described by metes and bounds in Exhibit "A" attached hereto (the "Tract") hereby petitions your Honorable Body to extend the present extraterritorial jurisdiction of the City of Fulshear so as to include the Tract as part of the extraterritorial jurisdiction of the City of Fulshear, Texas.

The Tract is contiguous and adjacent to the existing extraterritorial jurisdiction of the City of Fulshear, Texas.

Petitioner believes that none of the Tract is located within any other city's existing extraterritorial jurisdiction or corporate boundaries; however, if Petitioner is incorrect Petitioner requests that the boundaries of the Tract be revised and reformed so that none of the Tract to be included within the City's extraterritorial jurisdiction shall be located within any other city's existing extraterritorial jurisdiction or corporate boundaries.

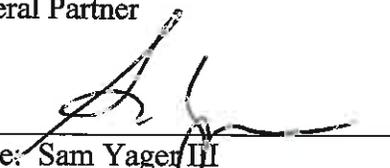
If any portion of this Petition is invalid or unenforceable for any reason, including but not limited to because parts of the Tract are ineligible for inclusion in the extraterritorial jurisdiction of the City, such invalidity or unenforceability shall not affect any other provision hereof or any part of the Tract which is eligible for inclusion in the extraterritorial jurisdiction of the City, and this Petition shall be construed as if such invalid or unenforceable provision had never been contained herein.

This Petition and request is made pursuant to the provisions of the Texas Local Government Code, § 42.022 (b).

WHEREFORE, Petitioner prays that this petition be heard and that the City of Fulshear, Texas duly pass and adopt an ordinance extending and expanding the City's extraterritorial jurisdiction to include all of the Tract described in Exhibit "A" hereto, with such ordinance to be substantially in the form of Exhibit "B" attached hereto.

FULSHEAR LAKES, LTD.,
a Texas limited partnership

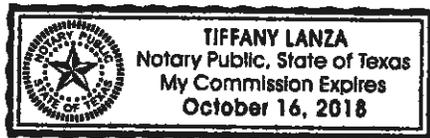
By: Fulshear Lakes GP, LLC, a
Texas limited liability company, its
General Partner

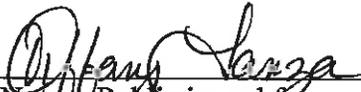
By: 
Name: Sam Yager III
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3 day of November, 2014, by Sam Yager III, Vice President of Fulshear Lakes GP, LLC, a Texas limited liability company, General Partner of Fulshear Lakes, Ltd., a Texas limited partnership, on behalf of said entities.

(SEAL)





Notary Public in and for
the State of T E X A S

337310.1

Exhibit A

May 13, 2014
Job No. 2493-0014B

DESCRIPTION OF 22.913 ACRES CITY OF FULSHEAR ETJ ANNEXATION TRACT

Being 22.913 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, more particularly being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), and being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., and all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 22.913 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

COMMENCING at a 1/2-inch iron pipe found for the common south corner of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), and that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854; F.B.C.O.P.R.R.P., and being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.,

Thence, South 81° 25' 02" West, with the south line of said Rustic Oaks Subdivision and said 70.1425 acre tract, same being the north line of said 100-foot wide tract, 1,477.89 feet (called 1,476.24 feet) to a 1/4-inch iron pipe found for the southwest corner of said Rustic Oaks Subdivision and said 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of said Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

22.913 acres

May 13, 2014
Job No. 2493-0014B

Thence, North $02^{\circ} 37' 49''$ East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd. and being the POINT OF BEGINNING of the herein described tract;

Thence, South $87^{\circ} 17' 09''$ West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North $02^{\circ} 13' 49''$ West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South $87^{\circ} 15' 05''$ West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South $02^{\circ} 11' 04''$ East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch iron pipe found for corner;

Thence, South $87^{\circ} 05' 11''$ West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North $02^{\circ} 29' 17''$ West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South $76^{\circ} 14' 39''$ East, 0.23 feet;

Thence, South $87^{\circ} 26' 47''$ West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

22.913 acres

May 13, 2014
Job No. 2493-0014B

Thence, North $02^{\circ} 33' 10''$ West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North $87^{\circ} 25' 18''$ East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fuishear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North $15^{\circ} 28' 18''$ West, 0.92 feet;

Thence, North $02^{\circ} 34' 42''$ West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South $46^{\circ} 34' 34''$ West, 0.26 feet;

Thence, North $87^{\circ} 25' 18''$ East, with the line common to said 4.000 acre tract and said 9.15 acre tract, 887.17 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of the aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a found 1-inch iron pipe with cap stamped "Cotton Surveying" bears South $18^{\circ} 04' 42''$ East, 3.68 feet;

Thence, South $02^{\circ} 33' 28''$ East, with the line common to said 4.000 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 196.48 feet to a 1-inch iron rod found for the common easterly corner of said 4.000 acre tract and the aforementioned 14.313 acre tract;

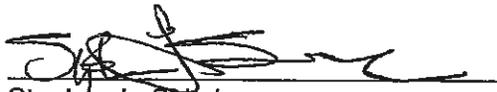
Thence, South $01^{\circ} 34' 04''$ West, with the line common to said 14.313 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 194.23 feet to a point for corner and being the common easterly corner of said 14.313 acre tract and the aforementioned 5.32 acre tract;

22.913 acres

May 13, 2014
Job No. 2493-0014B

Thence, South 02° 37' 20" West, with the line common to said 5.32 acre tract and said 70.1425 acre tract and said Rustic Oaks Subdivision, 447.03 feet to the POINT OF BEGINNING and containing 22.913 acres of land

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

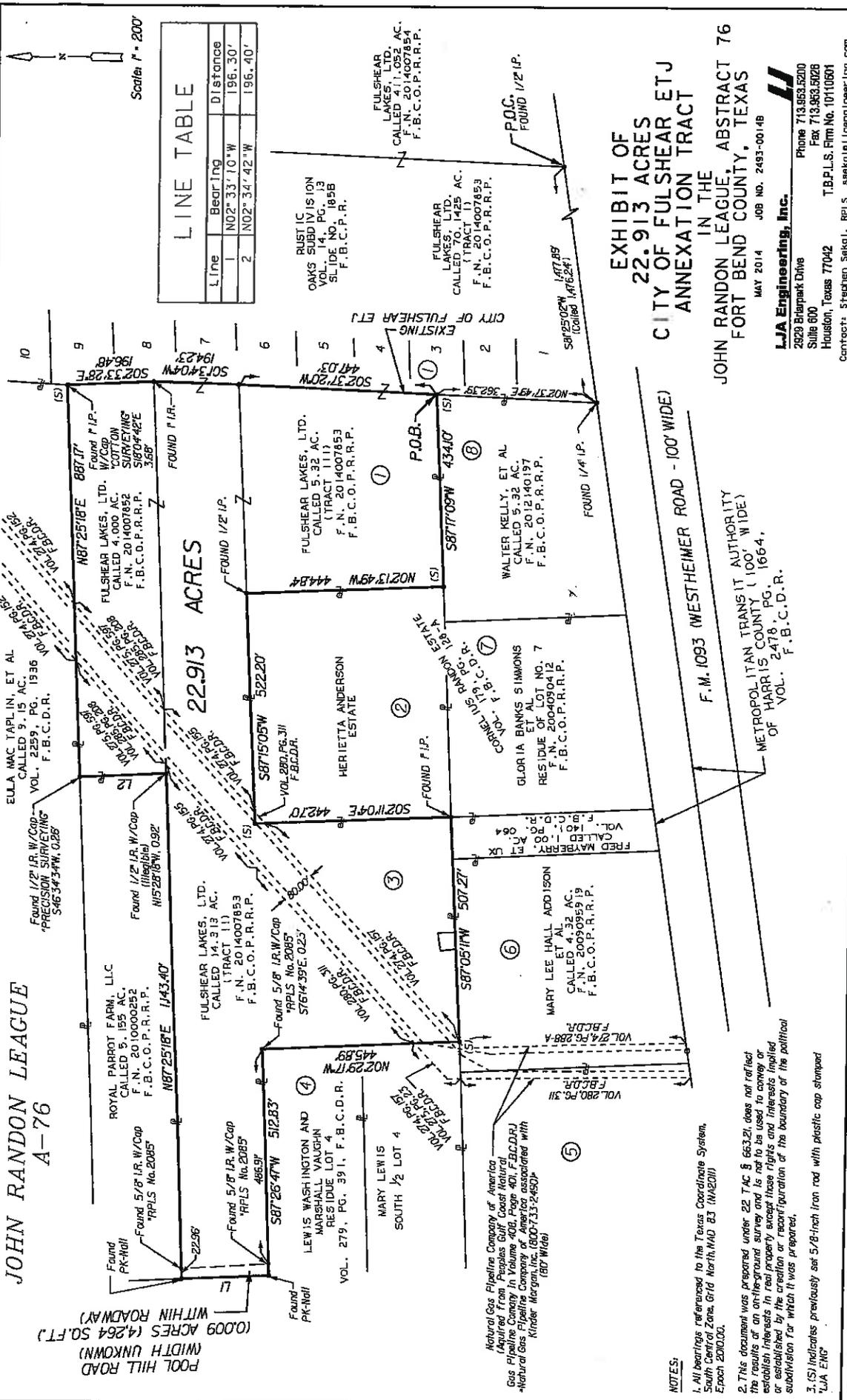

Stephen L. Sekal
Registered Professional Land Surveyor
Texas Registration No. 5673



LJA Engineering, Inc.

JOHN RANDON LEAGUE
A-76

POOL HILL ROAD
(WIDTH UNKNOWN)
(0.009 ACRES (4.264 SQ. FT.)
WITHIN ROADWAY)



LINE TABLE

Line	Bearing	Distance
1	N02°33'10"W	196.30'
2	N02°34'42"W	196.40'

EXHIBIT OF
22.913 ACRES
CITY OF FULSHEAR ETJ
ANNEXATION TRACT
IN THE
JOHN RANDON LEAGUE, ABSTRACT 76
FORT BEND COUNTY, TEXAS
MAY 2014 JOB NO. 2493-00148
LJA Engineering, Inc.
2929 Briarmark Drive
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5028
T.B.P.L.S. Firm No. 10110801
Contact: Stephen Sekel, RPLS seekel@ljengineering.com

NOTES:
1. All bearings referenced to the Texas Coordinate System, South Central Zone, Grid North, NAD 83 (NAD2011) Epoch 2010.00.
2. This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
3. (S) indicates previously set 5/8-inch iron rod with plastic cap stamped "LJA ENG"

13.570144\13.570144\SURVEY\2493\00148\JOB\FU\148enar+ETJ Area.dgn
5/15/2014

EXHIBIT "B"

ORDINANCE ANNEXING TERRITORY

AN ORDINANCE EXPANDING AND EXTENDING THE EXTRATERRITORIAL JURISDICTION OF CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS, SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY.

WHEREAS, Section 42.022 of the Texas Local Government Code, authorizes the expansion of extraterritorial jurisdiction if the owners of the area request expansion, subject to the laws of this state;

WHEREAS, Fulshear Lakes, Ltd., which is the owner of certain land which is contiguous and adjacent to the existing extraterritorial jurisdiction of the City of Fulshear, Texas, has filed a Petition to the Mayor and Governing Body of the City of Fulshear, Texas requesting said City to expand its extraterritorial jurisdiction to include all of said land;

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

That the above-described Petition is hereby granted and the tract or land described in Exhibit "A" attached to this Ordinance is hereby included in the extraterritorial jurisdiction of the City of Fulshear, Fort Bend County, Texas, and that the boundary limits of the extraterritorial jurisdiction of the City of Fulshear be and the same are hereby extended to include the above described tract in accordance with Section 42.022 (b) of the Texas Local Government Code, and the same shall hereafter be included within the extraterritorial jurisdiction of said city.

The City Secretary is hereby directed to file with the County Clerk of Fort Bend, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this the ____ day of _____, 20__.

APPROVED:

Mayor

ATTEST:

City Secretary