

CONSENT ITEMS

July 14, 2016

Mr. C. J. Snipes, City Manager
City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Re: City Planning Commission Meeting July 11, 2016
City of Fulshear, Texas

Dear CJ:

The City Planning Commission met on Monday, July 11, 2016 to consider plat approval for eleven (11) projects. The Planning Commission meeting had been delayed by ten (10) days from the scheduled meeting date which allowed the engineers to make most if not all the correction required. Listed below are the plat that were considered and the action taken by the Planning Commission:

- 1) Final Plat - The Commons at Fulshear
The Final Plat was approved as submitted.
- 2) Final Plat - Fulbrook on Fulshear Creek Section 10
The Final Plat was approved as submitted.
- 3) Final Plat - Cross Creek Bend Lane Extension No. 10
The Final Plat was approved as submitted.
- 4) Final Plat - Creek Falls Drive Extension No. 1
The Final Plat was approved as submitted.
- 5) Final Plat - Creek Falls at Cross Creek Ranch Section 9
The Final Plat was approved as submitted.
- 6) Final Plat - Cross Creek Ranch Section 8
The Final Plat was approved as submitted.

Mr. C.J. Snipes
July 14, 2016
Page 2

- 7) Preliminary Plat - Box's Playground
The Preliminary Plat was approved subject to the following items required by the City's Engineer:
- A) A note will need to be added that this tract is entirely in the City Limits of the City of Fulshear.
 - B) Since this tract is located in the City Limits of the City of Fulshear, Fort Bend County will not need to sign the plat and their signature block needs to be removed.
 - C) The Final Plat will need to reflect the name of the current Mayor, Jeff W. Roberts in the City's Signature Block.
- 8) Final Plat - Tamarron Section 11 Partial Replat No. 1
The Final Plat was approved as submitted.
- 9) Preliminary Plat - Tamarron Section 26
The Preliminary Plat was approved as submitted.
- 10) Preliminary Plat - Tamarron Section 38
The Preliminary Plat was approved as submitted.
- 11) Preliminary Plat - Tamarron Crossover Road Street Dedication
The Preliminary Plat was approved as submitted.

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

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat The Commons at Fulshear / Final Plat

City Engineer Review

Reviewed

See Attached Letter

BY: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

BY: _____ DATE: 6-27-2016

Planning Commission Review

Approved

Returned for additional data

BY: _____ DATE: 7-10-2016

Council Review

Approved

Returned for additional data

DATE: _____



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

Subdivision/Development Platting Application

Date: 6/29/16 Date Received by the City of Fulshear: _____
 Subdivision: The Commons At Fulshear Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: ~ 12
 Number of Streets: 2
 Number of Lots: 0
 Number and Types of Reserves: 9
 Total Acres in Reserve: 11.6667

Owner: Mike Roller / Vincent Reina
 Address: 29818 FM 1093
 City/State: Fulshear, TX 77441
 Telephone: 281-346-0222
 Email Address: mike@movewest.net

Engineer/Planner: Juan Castillo / Don Maler
 Contact Person: Juan Castillo / Don Maler
 Telephone: 281-300-6874 / 832-526-4720
 Fax Number: 281-346-0225
 Email Address: Juan@casengs.com / DTmaler@yahoo.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$800.00</u>
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Mike Roller Mike Roller 6/27/16
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE



5900 Shepherd Mountain Cove
Bldg# II, Suite 200
Austin, TX 78730
512.454.4500
www.independencetitle.com

CITY PLANNING LETTER

11/11/2015

Invoice No. 20150342

To Whom It May Concern:

Independence Title certifies that a diligent search of the real property records of Independence Title's title plant has been made, as to the herein described property, and as of 8:00 AM on the 4th day of November, 2015, we find the following:

Record Owner:

Vincent Reina as to Tract 1 and shown in Document No. 2014140063, Maxim Production Co., Inc., a Texas corporation as to Tract 2 and shown in Document No. 2012141758, Perry Stevenson as to Tract 3 and shown in Document no. 2012141752, and Michael S. Roller as to Tract 4 and shown in Document No. 2012141648, all recorded in Fort Bend County, Texas.

Legal Description:

TRACT 1: Being 3.786 acres of land, more or less, out of the ENOCH LATHAM SURVEY, ABSTRACT NO. 50, Fort Bend County, Texas, and being more particularly described in the attached Exhibit "A".

TRACT 2: Being 5.869 acres of land, more or less, out of the ENOCH LATHAM SURVEY, ABSTRACT NO. 50, Fort Bend County, Texas, and being more particularly described in the attached Exhibit "B".

TRACT 3: Being 1.0000 acres of land, more or less, out of the ENOCH LATHAM SURVEY, ABSTRACT NO. 50, Fort Bend County, Texas, and being more particularly described in the attached Exhibit "C".



5900 Shepherd Mountain Cove
Bldg# II, Suite 200
Austin, TX 78730
512.454.4500

www.independencetitle.com

TRACT 4: Being 1.000 acres of land, more or less, out of the ENOCH LATHAM SURVEY, ABSTRACT NO. 50, Fort Bend County, Texas, and being more particularly described in the attached Exhibit "D".

Subject to the following:

1. Restrictions:

Document No's 2012141648, 2012141752, 2012141758, 2012141759 and 2014140063, Fort Bend County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.

2. Easements:

- Easement as shown on the plat and dedication:
Purpose: public utility
Location: unobstructed aerial easement 5 feet in width from a plane 20 feet in with above a plane 20 feet above ground level upward
- Easement as shown on the plat and dedication:
Purpose: drainage
Location: a strip of land 20 feet in width on each side of the center line of any and all bayous, creeks, gullies, ravines, draws and drainage ditches
- A 1 foot buffer reserve along the east property line adjacent to the future Bois D'Arc Road and is dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the 1 foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs assigns or successors, as reflected on the plat of LAMAR C.I.S.D. HIGH SCHOOL NO. 5



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COMPLEX recorded in Plat No. 20110054, Map/Plat Records, Fort Bend County, Texas.

- Terms, conditions and provisions including but not limited to the easement created in that Easement And restriction Agreement dated effective December 5, 2012, by and between Perry Stevenson, Michael S. Roller and Maxim Production Co., a Texas corporation, and recorded under Clerk's File No. 2012141759, Official Public Records, Fort Bend County, Texas.
- Easement:
Purpose: electric distribution facilities and appurtenances
Recorded: Volume 1045, Page 602, Deed Records
- Easement:
Purpose: 20 foot utility
Recorded: Volume 1245, Page 2244, Deed Records

Inclusion within the Fort Bend County Drainage District.

3. Liens:

This section is hereby deleted, no liens found of record.

No examination has been made as to abstract of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. Liability of Independence Title for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that Independence Title does not undertake to give or express any opinion as to the validity or effect of the instruments listed is neither a guaranty nor warranty of title.



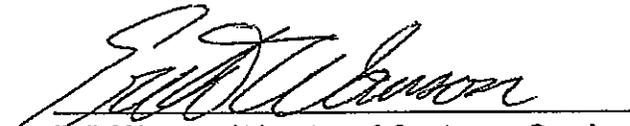
5900 Shepherd Mountain Cove
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Austin, TX 78730
512.454.4500

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Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not

be given to or used by any third party. Independence Title assumes no liability whatsoever for the accuracy neither of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TITLE COMPANY BECAUSE OF ANY NEGLIGENCE BY TITLE COMPANY (WHETHER SOLE, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability there under shall be determined solely by the terms of such policy.

Sincerely,



Erik Wanson/Director of Customer Service



DRAINAGE DISTRICT

Fort Bend County, Texas

February 18, 2016

Mr. Don T. Maler, R.P.L.S.
D.T. Maler & Associates
605 Purdy Street
Brookshire, Texas 77423
Ph.: (832) 526-4720
Fax: (281) 934-3765

Re: The Commons at Fulshear – Plat

Dear Mr. Maler:

The Fort Bend County Drainage District has received the above referenced plat for review and comment. The project appears to lie within the incorporated limits of the City of Fulshear.

The City of Fulshear is the entity responsible for plat review, approval and permitting for the proposed subdivision. The development does not appear to be adjacent to or affect any Drainage District right-of-way.

Contingent upon approval by the City of Fulshear that the plat meets the requirements of the *Fort Bend County Drainage Criteria Manual*, the Drainage District interposes no objection to approval of the "The Commons at Fulshear" plat.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Neil J. Goertz".

Neil J. Goertz, P.E., CFM
Engineer II
Fort Bend County Drainage District

cc: Mr. Nathan Hatcher Fort Bend County Engineering Department



February 10, 2016

Juan Castillo
Project Manager
TBPE Firm Registration #: F-15593
juan@casengs.com

Dear Juan Castillo,

AT&T is pleased to respond to your request for a will serve letter for the plans received for the building(s) located on Bois D Arc/Fulshear-Katy Road, Fulshear, Texas. AT&T places facilities within easements and/or public right-of-way adjacent to property requiring service.

Please contact me as soon as this development is approved, or have your agent call me. I will need adequate time to place new facilities for service to this development. Thank you very much. If you have any questions or require additional information, please contact me at my office: 281-341-4304 or e-mail me at: bb2665@att.com.

AT&T does not provide copies of facilities however by calling 811 all AT&T facilities will be located for your convenience at no charge.

Sincerely,

Bryan Burns,
Manager OSP Planning and Engineering Design

Account# 0050-00-000-0082-901

229814997

Fort Bend County Tax Certificate

Collecting Taxes for Fort Bend County and

LAMAR CISD, FORT BEND ESD #4, CITY
OF FULSHEAR

I, Patsy Schultz, Assessor and Collector of taxes, do hereby certify that I have examined the records of this office insofar as they relate to the following real estate, to wit:

Legal Description
0050 E LATHAM, TRACT 1,
ACRES 1

Owner STEVENSON PERRY

2015 TAXES HAVE BEEN PAID

I further certify that these taxes are shown delinquent on said property:
NONE

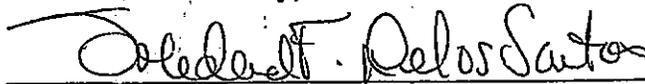
SUBJECT TO FA 1-D-1 NO

(If applicable) The above described property has/is receiving special valuation based on its use, and additional rollback taxes may become due based on the provisions of the special valuation.

Given under my hand and seal this 28th day of DECEMBER, 20 15.

Patsy Schultz, PCC
Assessor/Collector of Taxes
Fort Bend County, Texas

By Deputy



SOLEDAD F. DE LOS SANTOS

Requisitioned by:

MIKE ROLLER
29818 FM 1093
FULSHEAR, TX 77441

Receipt #00280 ; Check #5376

Original

Account# 0050-00-000-0080-901

229793698

Fort Bend County Tax Certificate

Collecting Taxes for Fort Bend County and

LAMAR CISD, FORT BEND ESD #4,
CITY OF FULSHEAR

I, Patsy Schultz, Assessor and Collector of taxes, do hereby certify that I have examined the records of this office insofar as they relate to the following real estate, to wit:

Legal Description

0050 W LATHAM, TRACT 3, ACRES 5.869

Owner MAXIM PRODUCTION CO INC

2015 TAXES ARE PAID

I further certify that these taxes are shown delinquent on said property:

N/A

SUBJECT TO FA 1-D-1 NO

(If applicable) The above described property has/is receiving special valuation based on its use, and additional rollback taxes may become due based on the provisions of the special valuation.

Given under my hand and seal this 28th day of December, 20 15.

Patsy Schultz
Assessor/Collector of Texas
Fort Bend County, Texas

By Deputy Candace Cortez
Candace Cortez

Requisitioned by:

Michael Roller
29818 FM 1093
Fulshear, TX 77441

Check #5369, Receipt #00279

Original

Account# 0050-00-000-0081-901

229793696

Fort Bend County Tax Certificate

Collecting Taxes for Fort Bend County and

LAMAR CISD, FORT BEND ESD #4,
CITY OF FULSHEAR

I, Patsy Schultz, Assessor and Collector of taxes, do hereby certify that I have examined the records of this office insofar as they relate to the following real estate, to wit:

Legal Description

0050 W LATHAM, TRACT 2, ACRES 1

Owner MICHAEL S ROLLER

2015 TAXES ARE PAID

I further certify that these taxes are shown delinquent on said property:

N/A

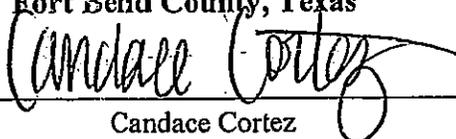
SUBJECT TO FA 1-D-1 NO

(If applicable) The above described property has/is receiving special valuation based on its use, and additional rollback taxes may become due based on the provisions of the special valuation.

Given under my hand and seal this 28th day of December, 20 15.

Patsy Schultz
Assessor/Collector of Texas
Fort Bend County, Texas

By Deputy


Candace Cortez

Requisitioned by:

Michael Roller
29818 FM 1093
Fulshear, TX 77441

Check #5369, Receipt #00279

Original



February 10, 2016

Juan Castillo
Project Manager
TBPE Firm Registration #: F-15593
juan@casengs.com

Dear Juan Castillo,

AT&T is pleased to respond to your request for a will serve letter for the plans received for the building(s) located on Bois D Arc/Fulshear-Katy Road, Fulshear, Texas. AT&T places facilities within easements and/or public right-of-way adjacent to property requiring service.

Please contact me as soon as this development is approved, or have your agent call me. I will need adequate time to place new facilities for service to this development. Thank you very much. If you have any questions or require additional information, please contact me at my office: 281-341-4304 or e-mail me at: bb2665@att.com.

AT&T does not provide copies of facilities however by calling 811 all AT&T facilities will be located for your convenience at no charge.

Sincerely,

Bryan Burns,
Manager OSP Planning and Engineering Design

March 30, 2016

Engineering Review

Second Revised Preliminary Plat
The Commons at Fulshear
Fort Bend County, Texas

For Information only:

1. This plat will create a total of seven (7) Commercial Reserves and one (1) Reserve for Detention plus Right-of-Way for two (2) streets covering a total of 11.6667 acres.
2. This tract will have access to Fulshear-Katy Road on the West and to Bois D Arc Lane on the East. It will include an extension of Huggins Street from Fulshear-Katy to Bois D Arc.

Recommendations:

I recommend that this Second Revised Preliminary Plat of The Commons at Fulshear be approved with the following items being addressed:

- A) Huggins Road needs to be aligned with a reversed curve from one side of Katy Fulshear Road to the other.
- B) A variance will be required to allow the 20-foot wide Front Building Line that is shown versus the 25-foot one that is required in the Subdivision Ordinance.



CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346 -1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Fulbrook on Fulshear Creek Section Ten / Final Plat

City Engineer Review

Reviewed

See Attached Letter

Y: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

Date: 6-10-2016

KK

Planning Commission Review

Approved

Returned for additional data



DATE: 7-10-2016

Council Review

Approved

Returned for additional data

DATE: _____



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

Subdivision/Development Platting Application

Date: 6-3-16 Date Received by the City of Fulshear: _____
 Subdivision: FULBROOK ON FULSHEAR CREEK SECTION TEN Development: FULBROOK ON FULSHEAR CREEK

SUBMITTAL OF PLAT: (Check Appropriate Selection)

___ Preliminary Final ___ Short Form Final
 ___ Replat ___ Vacation Plat ___ Admin. (Minor) Plat
 ___ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential ___ Zero Lot Line/ Patio Home ___ Multi-Family Residential
 ___ Planned Development ___ Commercial ___ Industrial

Plat Location: City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: SEE METES & BOUNDS ON FACE OF PLAT.

Variance: ___ Yes (Attach a Copy of Approval Letter) No

Total Acreage: 20.3982 AC.

Number of Streets: 3

Number of Lots: 19

Number and Types of Reserves: 3 DRAINAGE/LANDSCAPE

Total Acres in Reserve: 10.3719 AC.

Owner: FULSHEAR LAND PARTNERS, LTD

Address: THREE RIVERWAY, SUITE 120

City/State: HOUSTON, TEXAS 77056

Telephone: 713-623-2466

Email Address: R.FONDREN@TRENDEVELOPMENT.COM

Engineer/Planner: COSTELLO, INC.

Contact Person: DEKECHA P. SHEPHERD, P.E.

Telephone: 713-783-7788

Fax Number: 713-783-3580

Email Address: DSHEPHERD@COSTELLOINC.COM

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,104.96</u>
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

SIGNATURE

JORGE L. DELA ROSA / PLAT COORDINATOR 6-3-16

TYPED OR PRINTED NAME/TITLE

DATE



June 3, 2016

City of Fulshear
30603 FM 1093
Fulshear, Texas 77441



Attention: Ms. Diana Gordon Offord, City Secretary

Re: Fulbrook on Fulshear Creek Section Ten
Costello, Inc. Job No. 2014-371-031

Ms. Offord,

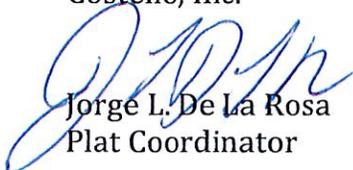
On behalf of Fulshear Land Partnership, LTD., We Costello, Inc., are submitting the above referenced plat for Final Plat Approval. Could you please put this plat on the next available Planning Commission Meeting, Agenda.

Attached are the following Items:

- 1) 12 copies of the proposed plat.
- 2) 12 copies of the plat application.
- 3) Copy of the Title Report.
- 4) Plat submittal fees in the amount of \$1,104.96
- 5) 4 sets of construction plans.
- 6) Cad Disk.

Please contact our office if you have any comments or questions.

Sincerely,
Costello, Inc.



Jorge L. De La Rosa
Plat Coordinator

CITY PLANNING LETTER

GF No.: 1045002646CS-10
Time frame covered by this report:

Effective Date: 05/19/2016

PROPERTY

Legal Description:

County: Fort Bend
Project: Fulbrook on Fulshear Creek - Section Ten Boundary
C.I. No.: 1058-15R3 (Plat prepared)
Job Number: 2014-371-031

Being a 20.3982 acre tract of land located in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 20.3982 acre tract being a part of a called 57.2861 acre tract of land recorded in the name of Fulshear Land Investment Partners, LTD. in Fort Bend County Clerk's File (F.B.C.C.F.) No. 2015042132 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), a part of a called 4.2366 acre tract of land recorded in the name of Fulshear Land Partners, LTD. in F.B.C.C.F. No. 2014013429 of the O.P.R.F.B.C., and a part of a called 39.4818 acre tract of land recorded in the name of Fulshear Land Partners, LTD. in F.B.C.C.F. No. 2013028558 of the O.P.R.F.B.C.; said 20.3982 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

Beginning at a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the most westerly northwest corner of Restricted Reserve "E" of Fulbrook on Fulshear Creek Section Four, a 42.6739 acre subdivision recorded under Plat No. 20140164 of the Plat Records of Fort Bend County (P.R.F.B.C.), being on the easterly right-of-way line of Fulshear Trace (width varies) as established by Fulshear Trace Street Dedication Plat recorded under Plat No. 20140163 of the P.R.F.B.C.;

Thence, with said easterly right-of-way line of Fulsher Trace, the following three (3) courses:

1. 228.34 feet along the arc of a curve to the left, said curve having a central angle of 23 degrees 47 minutes 15 seconds, a radius of 550.00 feet and a chord that bears North 15 degrees 16 minutes 22 seconds West, a distance of 226.71 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
2. 318.69 feet along the arc of a curve to the left, said curve having a central angle of 26 degrees 51 minutes 09 seconds, a radius of 680.00 feet and a chord that bears North 40 degrees 35 minutes 34 seconds West, a distance of 315.78 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
3. North 54 degrees 01 minutes 09 seconds West, a distance of 17.55 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

Thence, across said 57.2861 acre tract, the following eleven (11) courses:

4. 41.58 feet along the arc of a curve to the right, said curve having a central angle of 95 degrees 17 minutes 19 seconds, a radius of 25.00 feet and a chord that bears North 06 degrees 22 minutes 29 seconds West, a distance of 36.95 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
5. North 41 degrees 16 minutes 10 seconds East, a distance of 81.87 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
6. 201.13 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 31 minutes 08 seconds, a radius of 470.00 feet and a chord that bears North 53 degrees 31 minutes 44 seconds East, a distance of 199.60 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
7. North 65 degrees 47 minutes 18 seconds East, a distance of 55.34 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
8. 381.93 feet along the arc of a curve to the left, said curve having a central angle of 66 degrees 18 minutes 41 seconds, a radius of 330.00 feet and a chord that bears North 32 degrees 37 minutes 57 seconds East, a distance of 360.96 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 00 degrees 31 minutes 23 seconds West, a distance of 8.37 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. North 89 degrees 28 minutes 37 seconds East, a distance of 150.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. North 00 degrees 31 minutes 23 seconds West, a distance of 49.69 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
12. North 89 degrees 28 minutes 37 seconds East, a distance of 215.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
13. South 00 degrees 31 minutes 23 seconds East, a distance of 24.69 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
14. North 89 degrees 28 minutes 37 seconds East, a distance of 229.72 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the easterly line of aforesaid 57.2861 acre tract and the westerly line of a 30.00-foot wide pipeline easement recorded in F.B.C.C.F. No. 2014047361 of the O.P.R.F.B.C.;
15. Thence, with said easterly line of the 57.2861 acre tract and said westerly line of the pipeline easement, South 00 degrees 22 minutes 16 seconds East, a distance of 1,264.39 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the northerly line of aforesaid Fulbrook on Fulshear Creek Section Four;

Thence, with said northerly line of Fulbrook on Fulshear Creek Section Four, the following nine (9) courses:

16. North 59 degrees 28 minutes 34 seconds West, a distance of 481.82 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
17. North 61 degrees 39 minutes 21 seconds West, a distance of 128.08 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
18. South 46 degrees 05 minutes 00 seconds West, a distance of 37.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
19. South 39 degrees 29 minutes 59 seconds West, a distance of 6.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
20. South 10 degrees 29 minutes 25 seconds West, a distance of 89.71 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
21. 163.86 feet along the arc of a curve to the left, said curve having a central angle of 18 degrees 46 minutes 35 seconds, a radius of 500.00 feet and a chord that bears North 83 degrees 17 minutes 43 seconds West, a distance of 163.12 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
22. South 87 degrees 18 minutes 59 seconds West, a distance of 11.51 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;

23. North 45 degrees 48 minutes 09 seconds West, a distance of 14.97 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;

24. South 82 degrees 08 minutes 21 seconds West, a distance of 20.06 feet to the Point of Beginning and containing 20.3982 acres of land.

Based on a search of the Public Records of FORT BEND County, Texas, the last instrument purporting to convey title to the land described above was:

Fulshear Land Partners, Ltd., a Texas limited partnership by virtue of Deed recorded under FBCCF# 2014013429 & 2013028558 & 2016032015

This report hereby reports that the instruments listed below have been filed for record in the office of the County Clerk of FORT BEND, County, Texas, and are affecting title to the property above described during the time frame as set out above:

RESTRICTIONS:

None of record

EASEMENTS:

1. Easement Agreement by and between Fulshear Municipal Utility District No. 1 of Fort Bend County, Fulshear Land Investments Partners, Ltd., a Texas limited partnership and Fulshear Land Partners, Ltd., a Texas limited partnership, recorded April 19, 2014 under Fort Bend County Clerk's File No. 2014043621.
2. Easement Agreement by and between Fulshear Municipal Utility District No. 1 of Fort Bend County, Fulshear Land Investments Partners, Ltd., a Texas limited partnership and Fulshear Land Partners, Ltd., a Texas limited partnership, recorded April 19, 2014 under Fort Bend County Clerk's File No. 2014043622.
3. Failure of the subject property to have a means of ingress and egress to a dedicated public roadway pursuant pursuant to existing One foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat the one foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title there to shall revert to and re-vest in the dedicator, his heirs, assigns, or successors, as shown on plat of Fulshear Trace Street Dedication recorded under Plat No. 20140163 of the Plat Records of Fort Bend County, Texas. . **(THIS WILL NO LONGER APPLY UPON RECORDATION OF PROPOSED PLAT)**
4. Subject property lies within the boundaries of FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 1 FORT BEND COUNTY.
5. 1/2 of all oil, gas and other minerals in, on, under or that may be produced are reserved in instrument recorded in Volume 593, Page 369 of the deed records of Fort Bend County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid instrument.
6. 1/2 of all oil, gas and other minerals in, on, under or that may be produced reserved as set forth in instrument recorded in Volume 593, Page 365, Deed Records, Fort Bend County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid instrument.

7. All of the remaining mineral interest reserved in instrument from Carolyn Ann Huggins Michnoff f/k/a Carolyn Ann Huggins to Fulshear Land Investment Partners, Ltd., dated October 30, 2006 and recorded on October 31, 2006, filed under Clerk's File No. 2006137093 in the Official Public Records of Real Property of Fort Bend County, Texas. Surface rights waived therein except for an approximately 2.00-acre drill site located on the subject property and access easement thereto, said instrument stating therein: "*Grantor hereby excepts and reserves all of the interest currently owned by Grantor in the oil, gas and other minerals (the "Minerals") in and under or that may be produced from the Property; however, Grantor, on behalf of itself, its successors and assigns, hereby forever releases, waives and relinquishes all rights to use the surface of the Property for seismic activities and for any and all other mineral exploration or production purposes including, without limitation, exploring, drilling for, developing, producing, storing, and processing Minerals from the Property ("Mineral Operations") with the exception of the two (2) acre tract of land described on Exhibit "C" attached hereto (the "Drill Site"). Such release, waiver and relinquishment shall not be construed as a release, waiver or relinquishment by Grantor of the right to explore, drill for, develop or produce Minerals from the Land (and to have access to and control of underground mineral formations) without the use of any portion of the surface of the Land other than the Drill Site, including production through wells at surface locations situated on the Drill Site or outside the Land, including, without limitation, directional wells drilled under or through or bottomed beneath the Land.*"

Subject to Waiver of Surface Rights and Designation of Drill Site recorded on May 16, 2014 under Fort Bend County Clerk's File No. 2014050220.

8. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated August 31, 2005, recorded September 1, 2005 at Fort Bend County Clerk's File No. 2005107659 of the Official Records of FORT BEND County, Texas, which document contains the following language "*Grantor hereby excepts and reserves all of the interest currently owned by Grantor, if any, in the oil, gas and other hydrocarbon minerals (the "Minerals") in and under or that may be produced from the Property; however, Grantor, on behalf of itself, its successors and assigns, hereby forever releases, waives and relinquishes all rights to use the surface of the Property for seismic activities and for any and all other mineral exploration or production purposes including, without limitation, exploring, drilling for, developing, producing, storing, and processing Minerals from the Property with the exception of that certain approximately two (2) acre drill site (the "Drill Site") the location of which shall be agreed to between Grantor and Grantee, as hereafter described. With respect to the Drill Site, Grantee shall designate the proposed location of the Drill Site and the location of an easement granting access to such Drill Site (the "Access Easement"). At such time as Grantee designates the location of the Drill Site and the Access Easement, it shall notify Grantor who shall have the right to approve such location of the Drill Site and the Access Easement, which such approval shall not be unreasonably withheld, conditioned or delayed. At such time as the location of the Drill Site and Access Easement is agreed upon, Grantor and Grantee shall execute and instrument in the property records confirming the location of the Drill Site and Access Easement and Grantor, its successors and assigns agree that any mineral operations with respect to the Property shall be limited to such Drill Site and Access Easement. In addition to operations that may be conducted upon the Drill Site, Grantor shall also have and retain the right to operations, development and production of oil, gas, and associated hydrocarbons produced therewith, and other minerals in and under the Property by pooling or by off-site directional drilling below the surface of the Property.*" Reference to which instrument is here made for full particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Said interest subject to Waiver of Surface Rights and Designation of Drill Site recorded on October 31, 2006 under Fort Bend County Clerk's File No. 2006137086, same designating access easements, drill sites and pipeline easements located offsite of subject property.

LIENS:

Deed of Trust executed by FULSHEAR LAND PARTNERS, LTD. to John D. Hudgens, Trustee, dated March 29, 2016, filed March 30, 2016, recorded in/under Fort Bend County Clerk's File NO. 2016032016 of the Real Property Records of FORT BEND County, Texas, securing TEXAS CAPITAL BANK, NATIONAL ASSOCIATION in the payment of one note in the principal sum of Twelve Million (\$12,000,000.00), due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument, being further secured by Assignment of Reimbursement Contract and Proceeds recorded under Fort Bend County Clerk's File No. 2016032017

This report is issued for the use of and shall inure to the benefit of and is issued in consideration of amount paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

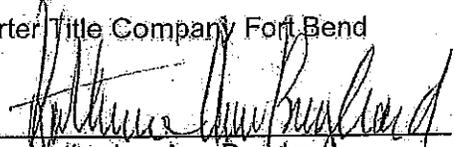
SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital status or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

Charter Title Company Fort Bend

BY:


Katherine Ann Burghard
Commercial Title Officer

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346 -1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Cross Creek Bend Lane Extension No. 10 / Final Plat

City Engineer Review

Reviewed

See Attached Letter

Y: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

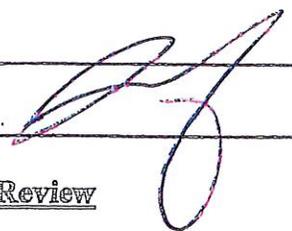
Date: 6-13-16

Planning Commission Review

Approved

Returned for additional data

MW



DATE: 7-11-16

Council Review

Approved

Returned for additional data

DATE: _____



COPY

July 6, 2016

Clay & Leyendecker, Inc.
Attn: Mr. David Leyendecker
1350 Avenue D
Katy, Texas 77493

Re: CROSS CREEK BEND LANE EXTENSION NO 10 – Response to Final Plat Comments

Dear Mr. Leyendecker:

Below is our response(s) to the Engineering Review comments, dated July 1, 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

A. Show the dividing line between KISD and Lamar ISD on the face of the plat. This is shown on the Vicinity Map.

RESPONSE: The dividing line between Katy ISD and Lamar Consolidated ISD shown on the Vicinity Map is ± 516 feet from the western most boundary. The line will be depicted on future plats which cross the school district boundary line.

Sincerely,


Trey DeVillier
Platting Tech

Enclosure: none

cc: D. Offord, City Secretary
Derek Einkauf, P&Z Chairman
David Worley, P&Z Vice-Chairman
CJ Snipes, City Manager



June 10, 2016

City of Fulshear
C/o D. (Diana) Gordon Offord, City Secretary
30603 FM 1093 Road
P. O. Box 279
Fulshear, Texas 77441

Re: CROSS CREEK BEND LANE EXTENSION NO 10 – FINAL PLAT SUBMISSION

Dear Ms. Offord:

Enclosed are ten (10) copies of the above referenced plats along with accompanying documents for FINAL PLAT SUBMISSION with the City of Fulshear. If you have any questions, or require any additional information, please contact me at 281-558-8700 x 8204 or via email at tdevillier@browngay.com.

Sincerely,


Trey DeVillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 70187
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility No Objection Letters (3)



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

Subdivision/Development Platting Application

Date: 06/10/2016 Date Received by the City of Fulshear: _____
 Subdivision: CROSS CREEK BEND LANE EXTENSION NO 10 Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 4.098 ACRESS OF LAND IN THE A.G. SHARPLESS SURVEY, A-322

Variance: Yes (Attach a Copy of Approval Letter) No

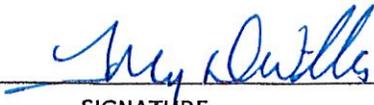
Total Acreage: 4.098
 Number of Streets: 2
 Number of Lots: 0
 Number and Types of Reserves: 0
 Total Acres in Reserve: 0

Owner: CCR TEXAS HOLDINGS, L.P. & CCR LOAN SUBSIDIARY
 Address: 5005 RIVERWAY, STE. 500
 City/State: HOUSTON, TX 77056
 Telephone: 713-960-9977
 Email Address: _____

Engineer/Planner: BROWN & GAY ENGINEERS, INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@browngay.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$602.45</u>
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

 TREY DEVILLIER 06/10/2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE



Stewart Title Company
10720 West Sam Houston Pkwy N.,
Suite 200
Houston, TX 77064
(713) 892-8818 Phone
Fax

June 07, 2016

File No.: 1690176CPL

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of Stewart Title Company's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 26th day of May, 2016, the last Deed that we find, of record, reflects the record owner to be:

CCR Texas Holdings LP, a Delaware limited partnership by virtue of Deed recorded in/under Clerk's File No. 2012038964 of the Official Records of Fort Bend County, Texas.

CCR Loan Subsidiary 1, L.P., a Texas limited partnership by virtue of Deed recorded in/under Clerk's File No. 2014024650 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 4.098 ACRE TRACT OF LAND SITUATED
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322
FORT BEND COUNTY, TEXAS

BEING a 4.098 acre (178,501 square feet) tract of land situated in the A.G. Sharpless Survey, Abstract No. 322 of Fort Bend County, Texas and being a portion of the remainder of a called 1,913.31 acre tract of land described as Tract "A" in an instrument to CCR Texas Holdings, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964 and a portion of the remainder of a called 174.4 acre tract of land described in an instrument to Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2014024650, said 4.098 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the Northeast corner of the herein described tract, same being the Northwest terminus point of Cross Creek Bend Lane (70 feet wide) as shown on CROSS CREEK BEND LANE EXTENSION NO. 9, a subdivision per plat recorded under Plat No. 20160057 of the Fort Bend County Plat Records (F.B.C.P.R.), lying on the South line of Restricted Reserve "B" of CREEK FALLS AT CROSS CREEK RANCH SECTION ONE, a subdivision per plat recorded under Plat No. 20150175 of the F.B.C.P.R.;

THENCE, S 14° 13' 13" W, a distance of 70.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Southeast corner of the herein described tract and the Southerly Northwest corner of said CROSS CREEK BEND LANE EXTENSION NO. 9, lying on the north line of CREEK COVE AT CROSS CREEK RANCH SECTION TEN, a subdivision plat recorded under Plat No. 20160058 of the F.B.C.P.R., same being the beginning of a non-tangent curve to the left from which its center bears S 14° 13' 13" W, 1,830.00 feet;

THENCE, along and with said North line the following courses and distances:

In a Westerly direction, along said curve to the left, a distance of 734.42 feet, having a radius of 1,830.00 feet, a central angle of 22° 59' 38" and a chord which bears N 87° 16' 36" W, 729.50 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 81° 13' 35" W, a distance of 427.77 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a curve to the left;

THENCE, In a Westerly direction partially along said north line, along said curve to the left, at a distance of 4.49 feet passing a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the Northwest corner of said CREEK COVE AT CROSS CREEK RANCH SECTION TEN, and continuing for a total distance of 53.63 feet, having a radius of 1,965.00 feet, a central angle of 01° 33' 49" and a chord which bears S 80° 26' 40" W, 53.62 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of compound curvature to the left;

THENCE, over and across said 1,913.31 acre tract the following courses and distances:

In a Southwesterly direction, along said curve to the left, a distance of 40.17 feet, having a radius of 25.00 feet, a central angle of 92° 04' 04", and a chord which bears S 33° 37' 44" W, 35.99 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 77° 35' 42" W, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the left, from which its center bears S 77° 35' 42" W, 25.00 feet;

In a Northwesterly direction, along said curve to the left, a distance of 40.17 feet, having a radius of 25.00 feet, a central angle of 92° 04' 04", and a chord which bears N 58° 26' 20" W, 35.99 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of compound curvature to the left;

In a Southwesterly direction, along said curve to the left, a distance of 584.20 feet, having a radius of 1,965.00 feet, a central angle of 17° 02' 04", and a chord which bears S 67° 00' 36" W, 582.06 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Southwest corner of the herein described tract;

N 31° 30' 26" W, a distance of 70.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Northwest corner of the herein described tract, same being the beginning of a non-tangent curve to the right from which its center bears S 31° 30' 26" E, 2,035.00 feet;

In an Easterly direction, along said curve to the right, a distance of 807.44 feet, having a radius of 2,035.00 feet, a central angle of 22° 44' 01" and a chord which bears N 69° 51' 35" E, 802.16 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 81° 13' 35" E, a distance of 168.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Northeasterly direction, along said curve to the left, a distance of 39.27 feet, having a radius of 25.00 feet, a central angle of 90° 00' 00" and a chord which bears N 36° 13' 35" E, 35.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 08° 46' 25" W, a distance of 70.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, a distance of 215.60 feet, having a radius of 1,770.00 feet, a central angle of 06° 58' 44" and a chord which bears N 12° 15' 47" W, 215.46 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 15° 45' 09" W, a distance of 313.91 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the most Northerly Northwest corner of the herein described tract;

N 74° 14' 51" E, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the most Northeast corner of the herein described tract;

S 15° 45' 09" E, a distance of 313.91 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the right;

In a Southerly direction, along said curve to the right, a distance of 222.90 feet, having a radius of 1,830.00 feet, a central angle of 06° 58' 44" and a chord which bears S 12° 15' 47" E, 222.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

S 08° 46' 25" E, a distance of 70.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Southeasterly direction, along said curve to the left, a distance of 39.27 feet, having a radius of 25.00 feet, a central angle of 90° 00' 00" and a chord which bears S 53° 46' 25" E, 35.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 81° 13' 35" E, a distance of 149.01 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the right;

In an Easterly direction, along said curve to the right, a distance of 762.51 feet, having a radius of 1,900.00 feet, a central angle of 22° 59' 38" and a chord which bears S 87° 16' 36" E, 757.40 feet to the **POINT OF BEGINNING** and containing 4.098 acres (178,501 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096 of the County Clerk Official Records of Fort Bend County, Texas and those Restrictive Covenants as set forth under Clerk's File Nos. 9526750, 2006020008, 2006020010 and 2006020011, 2010105647, 2008039552, 2008054441, 2009026093, 2010127400, 2011070465, 2012016789 all of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

2. Easements/Other Exceptions:

Designation of Drill Sites Access easements, as set forth and described under Clerk's File Nos. 2005115746 and 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. Partial waiver of surface rights and drillsite and access easement use agreement, dated January 5, 2005, executed by Steven E. Stern, Joyce C. Herlands, Roy Howard Stern, and Judith I. Stern, recorded under Clerk's File No. 2005003095, as amended by instrument(s) recorded under Clerk's File No. 2006069769 and 2008070479 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File Nos. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

Rights of the Board of Water Engineers of the State of Texas to control the withdrawal of water from underground water reservoir beneath the subject property in accordance with that instrument recorded in Volume 1, Page 85 of the Water Permit Records of Fort Bend County, Texas.

All charges, liens, and assessments payable to Cross Creek Ranch Community Association Inc., including that lien to secure the payment thereof, recorded under Clerk's File No. 2008039552 of the Official Records of County, Texas. This lien being subordinate to any recorded mortgage liens. (Subject to Annexation)

Cross Creek Ranch Foundation Fee as set forth and created in that Foundation Supplemental Amendment To The Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008054441 of the Official Records of Fort Bend County, Texas. This lien is subordinate to any first mortgage of record. (Subject to Annexation)

Certificate Of Formation Of Cross Cross Creek Ranch Community Association, Inc., as attached to that Management Certificate For Cross Creek Ranch recorded under Clerk's File No. 2008054615 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Management Certificate for Cross Creek Ranch Community Association, Inc., recorded under Clerk's File Nos. 2009120159 and 2011090436 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Document Retention, Access, Production And Copy Policy, recorded under Clerk's File No. 2012006437 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Solar Energy devices And Roofing Materials Policy recorded under Clerk's File No. 2012006438 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., display Of Religious Items Policy, recorded under Clerk's File No. 2012006439 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Flag Display Policy, recorded under Clerk's File No. 2012006443 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Rain Barrel Policy, recorded under Clerk's File No. 2012006444 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross creek Ranch community Association, Inc., Collection Policy And Payment Plan Guidelines, recorded under Clerk's File No. 2012016697 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Memorandum Of Preferential Purchase Right Agreement dated April 12, 2012, by and between CCR TEXAS HOLDINGS LP, a Delaware limited liability company ("Grantor") and TRENDMAKER HOMES INC, a Texas corporation ("Grantee"), and recorded under Clerk's File No. 2012038961 of the Official Records of Fort Bend County, Texas, and subject to the terms, conditions and provisions contained therein.

Partial Assignment And Assumption Of Founder's Rights dated effective as of April 12, 2012, by TRENDMAKER HOMES INC, a Texas corporation as assignor to CCR TEXAS HOLDINGS LP, a Delaware limited partnership as assignee, and recorded under Clerk's File No. 2012038962 of the Official Records of Fort Bend County, Texas, and relating to the "Assigned Founder's Rights" described in that Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008039562 of the Official Records of Fort Bend County, Texas.

Memorandum of Development Agreement dated November 16, 2006, by and between the City of Fulshear, Texas, TMI, INC., and THE STODDARD GROUP, LTD, recorded under Clerk's File No. 2007001836 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 171 recorded under Clerk's File No. 2009035249 of the Official Records of Fort Bend County, Texas

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 172 recorded under Clerk's File No. 2011008643 of the Official Records of Fort Bend County, Texas

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 173 recorded under Clerk's File No. 2011008641 of the Official Records of Fort Bend County, Texas

Rules and regulations by the Texas Commission on environmental Quality Rules for On-Site Sewage Facilities located on the subject property as reflected by that Affidavit To The Public Certification Of OSSF Requiring Maintenance recorded under Clerk's File Nos. 2007050326 and 2009075716 of the Official Records of Fort Bend County, Texas. (.1214-16 acres A-321, .1214-62 acres A-100)

Temporary Access Easement with CCR Loan Subsidiary 1, LP, as Grantor and Texas Capital Bank, National Association, as Grantee, dated March 6, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024654, of the Official Public Records of Fort Bend County, Texas.

3. Liens/Misc:

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP., a Delaware limited partnership, securing the payment of one note in the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B")) bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders.

Said lien additionally secured by Collateral Assignment of Note and Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of Fort Bend County, Texas.

Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated February 8, 2013, recorded in/under Clerk's File No. 2013019470 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated March 14, 2014, recorded in/under Clerk's File No. 2014024651 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Collateral Assignment of Reimbursements by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024652, of the Official Public Records of Fort Bend County, Texas.

First Amendment and Supplement to Collateral Assignment of Sales Contract by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024653, of the Official Public Records of Fort Bend County, Texas.

Amended and Restated Intercreditor Agreement by and Among CCR Loan Subsidiary 1, L.P., Senior Borrower, Texas Capital Bank, National Association, Senior Lender, CCR Texas Holdings LP, as Subordinate Borrower and CCR Texas Lender Inc., and PSPIB-CCR, Inc., and CCR Texas Agent Inc. as Subordinate Lender Parties, dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014033471, of the Official Public Records of Fort Bend County, Texas.

We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. We require satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

Subject properties are located in the Fort Bend County Municipal Utilities Districts No(s). 169, 170, 171, and 172. This district may issue an unlimited amount of bonds, levy an unlimited rate of tax in payment of such bonds, and impose a standby fee on property in the district that has water or sewer facilities available but not connected. Prior to the issuance of any policy, Seller is to furnish a properly executed and acknowledged Notice in compliance with the provisions set forth in Section 49.452 of the Texas Water Code, which Notice must be signed and acknowledged by the Purchaser and subsequently filed in the property records.

No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

This letter is issued for platting purposes only. Liability of Stewart Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

The letter is issued with the express understanding, evidenced by the acceptance thereof, that Stewart Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty or warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company

A handwritten signature in cursive script that reads "Nona Briscoe".

Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 4.098 acres of land out of the A.G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CROSS CREEK BEND LANE EXTENSION NO 10, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CROSS CREEK BEND LANE EXTENSION NO 10.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CROSS CREEK BEND LANE EXTENSION NO 10 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CROSS CREEK BEND LANE EXTENSION NO 10 and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

I, _____, a Notary Public in and for said Province, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of CCR TEXAS AGENT INC., an Ontario corporation, in its capacity as agent of CCR Texas Lender Inc. and PSPIB-CCR Inc., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument thereto as such _____ of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation as agent on behalf of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2016

Notary Public
My commission expires: Commission For Life

AFTER RECORDING RETURN TO:
Gerald Grissom
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 4.098 acres of land out of the A.G. Sherpleess Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CROSS CREEK BEND LANE EXTENSION NO 10, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2013019470, 2014024651, 2014024652, 2014024653 and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CROSS CREEK BEND LANE EXTENSION NO 10.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CROSS CREEK BEND LANE EXTENSION NO 10 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CROSS CREEK BEND LANE EXTENSION NO 10 and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Michelle Alvarado
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared Michelle Alvarado, Senior Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____



May 27, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Cross Creek Bend Lane Extension No. 10

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated June, 2016.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact Samantha Richards at 713.207.6362.

Sincerely,

A handwritten signature in black ink that reads "Samantha Richards". The signature is written in a cursive style with a large, stylized initial "S".

Samantha Richards
Right of Way Agent

C. Trey DeVillier <tdevillier@browngay.com>

PLR16:220



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4130
F: 281-341-4289
mj524k.att.com

May 26, 2016

Trey DeVillier/ Platting Technician
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: CROSS CREEK BEND LANE EXTENSION NO. 10- No Objection Letter

Dear Mr. DeVillier:

NOTE: This "No Objection Letter" does not represent facilities controlled by AT&T-Legacy/T. A separate "No Objection Letter" will be provided by AT&T-Legacy/T.

AT&T is pleased to respond to your request for approval of plans received for the above referenced project. AT&T places facilities within Utility Easements and/or public rights-of-way adjacent to property requiring service. The easements as shown on the plat provided are adequate for AT&T service requirements. If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Michael Jones".

Michael Jones
Manager Engineering - Design



June 5, 2016

Mr. Trey DeViller
Platting Technician
Brown and Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

Re: Cross Creek Bend Lane Extension NO. 10

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated June 2016.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

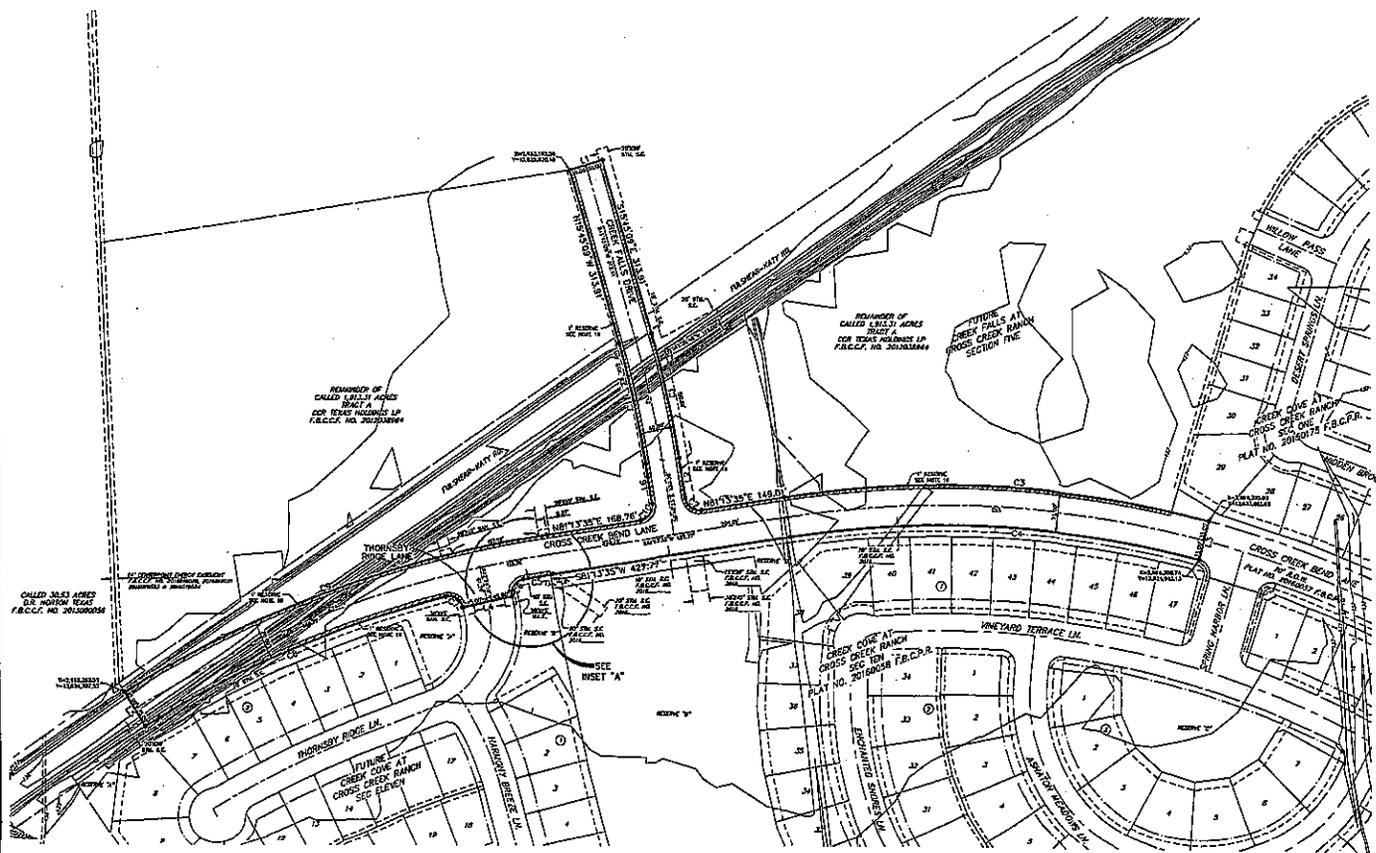
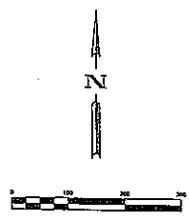
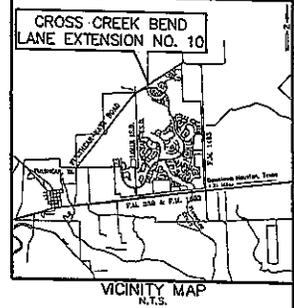
Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

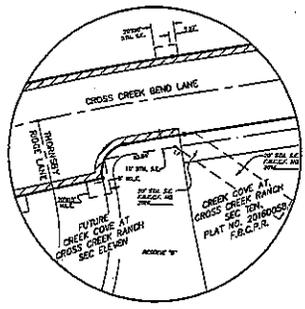
Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

Chris Grey
Construction Supervisor, Design and Serviceability



- GENERAL NOTES**
- "U.E." indicates "Utility Easement".
 - "B.L." indicates "Building Line".
 - "M.L.E." indicates "Water Line Easement".
 - "M.U.E." indicates "Water Meter Easement".
 - "F.H.E." indicates "Fire Hydrant Easement".
 - "S.M.S.E." indicates "Sanitary Sewer Easement".
 - "S.T.U.S.E." indicates "Storm Sewer Easement".
 - "A.E." indicates "Aerial Easement".
 - "F.B.C.C.F. No." indicates "Fort Bend County Clerk's File Number".
 - "F.B.C.P.R." indicates "Plot Records of Fort Bend County".
 - "F.B.C.D.R." indicates "Deed Records of Fort Bend County".
 - The coordinates shown herein are Town South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by multiplying by the following combined scale 1.0001497.
 - Surveying orientation is based on the Texas Department System, South Central Zone 4204, NAD83 and is referenced to monuments found along CROSS CREEK BEND LANE EXTENSION NO. 10.
 - There is no measurable evidence of any pipelines within the boundaries of the subject tract, and this based on the title research provided per City Planning Letter prepared by Stawell Title Company, File No. 180017622L and dated May 26, 2016, that there was no pipeline easement of record within the boundaries of the subject tract except as shown herein.
 - The property lies in the Unincorporated Zone "X" (area determined to be outside the 500 year flood plain) as delineated on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number 481102102L, Revised April 15, 2014.
 - Set 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "Brown & Day" at all plot boundary corners unless otherwise noted.
 - Indicates Found 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "Brown & Day".
 - A one-foot reserve dedicated to the city in fee as a buffer separation between the plot or end of streets where such streets meet adjacent property tracts, the condition of same indicating being that when dedicated property is subdivided in a rezoning plot, the one-foot reserve shall thereafter become vested in the public for street right-of-way purposes.
 - All of the property subdivided in the foregoing plot is within the incorporated boundaries of the City of Fulshear, Texas.
 - This plot is subject to restrictions recorded under Fort Bend County Clerk's File No. 200203066L, 0207036L, 200203068L, 200203070L, 200203071L, 201010467L, 200203080L, 200203081L, 200203082L, 200203083L, 200203084L, 200203085L, 200203086L, 200203087L, 200203088L, 200203089L, 200203090L, 201010468L and 201218185L per City Planning Letter prepared by Stawell Title Company, File No. 180017622L, see dated May 26, 2016.



LINE DATA

NUMBER	BEARING	DISTANCE
L1	N74°43'01"E	68.00'
L2	S84°43'02"W	76.30'
L3	S14°13'13"W	70.00'
L4	S77°20'45"W	66.00'
L5	N31°07'34"W	76.00'
L6	N81°07'32"W	76.30'
L7	S65°31'10"W	6.87'
L8	N81°46'25"W	14.75'

CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	18360.00'	475°44"	322.80'	S 12°15'47" E	322.78'
C2	25.00'	89°00'00"	38.27'	S 23°42'23" E	28.24'
C3	18660.00'	275°56'"	782.51'	S 87°16'36" W	752.42'
C4	18360.00'	325°03'"	734.52'	N 87°16'36" W	720.52'
C5	18650.00'	173°34'"	53.82'	S 80°28'42" W	53.82'
C6	32.00'	92°04'54"	45.17'	S 33°27'44" W	35.61'
C7	75.00'	92°04'54"	45.17'	N 56°51'36" W	35.61'
C8	18950.00'	170°28'44"	584.20'	S 67°02'28" W	582.06'
C9	2625.00'	22°44'21"	607.44'	N 69°51'23" E	602.14'
C10	26.00'	89°00'00"	38.27'	N 34°52'23" E	28.24'
C11	17760.00'	81°04'41"	316.50'	N 15°15'47" W	316.48'
C12	1820.00'	87°04'41"	319.21'	N 15°15'47" W	319.19'
C13	1865.00'	275°56'20"	716.10'	N 87°16'36" W	716.01'
C14	2620.00'	22°44'21"	783.52'	S 69°51'23" W	768.34'

CROSS CREEK BEND LANE EXTENSION NO. 10

A SUBDIVISION OF 4.098 ACRES OF LAND LOCATED IN THE A.G. SHARPLESS SURVEY, A-322 CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

LOTS: 0 RESERVES: 0 BLOCKS: 0
 SCALE: 1"=100'
 DATE: JUNE, 2016
 CDR: CDR TEXAS HOLDINGS, LP & ORS LMAA SUBORDINATE, L.P., 3605 BIRCHWAY, SUITE 301, HOUSTON, TEXAS 77056 (713) 596-9777 LARRY JOHNSON
 LAD PLANNER: BCC | KERRY G. GIBNEY & ASSOCIATES, INC., 2550 CROSS RANCH BLVD., #A-252, BAYTOWN, TEXAS 77528 (281) 578-0110 KATHLEEN EDWARDS



Brown & Gay Engineers, Inc.
 10777 Hawthorne, Suite 400, Houston, TX 77042
 281-558-8700 • www.browngay.com
 TERRY HIGHTOWER, P.E., F-104
 TERRY LICENSED SURVEYING FIRM NO. 101865-02
 KARENHA HAUTER, P.E.

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Creek Falls Drive Extension No. 1 / Final Plat

City Engineer Review

Reviewed

See Attached Letter

Y: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

Date: 6-13-2016

Planning Commission Review

kh

Approved

Returned for additional data



DATE: 7-11-2016

Council Review

Approved

Returned for additional data

DATE: _____



June 10, 2016

City of Fulshear
C/o D. (Diana) Gordon Offord, City Secretary
30603 FM 1093 Road
P. O. Box 279
Fulshear, Texas 77441

Re: CREEK FALLS DRIVE EXTENSION NO 1 – FINAL PLAT SUBMISSION

Dear Ms. Offord:

Enclosed are ten (10) copies of the above referenced plats along with accompanying documents for FINAL PLAT SUBMISSION with the City of Fulshear. If you have any questions, or require any additional information, please contact me at 281-558-8700 x 8204 or via email at tdevillier@browngay.com.

Sincerely,


Trey DeVillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 70185
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility No Objection Letters (3)



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

Subdivision/Development Platting Application

Date: 06/10/2016 Date Received by the City of Fulshear: _____
 Subdivision: CREEK FALLS DRIVE EXTENSION NO 1 Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 1.972 ACRESS OF LAND IN THE A.G. SHARPLESS SURVEY, A-322

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 1.972
 Number of Streets: 2
 Number of Lots: 0
 Number and Types of Reserves: 0
 Total Acres in Reserve: 0

Owner: CCR TEXAS HOLDINGS, L.P. & CCR LOAN SUBSIDIARY
 Address: 5005 RIVERWAY, STE. 500
 City/State: HOUSTON, TX 77056
 Telephone: 713-960-9977
 Email Address: _____

Engineer/Planner: BROWN & GAY ENGINEERS, INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@browngay.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	\$549.30
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

SIGNATURE

TREY DEVILLIER
 TYPED OR PRINTED NAME/TITLE

06/10/2016
 DATE



Stewart Title Company
10720 West Sam Houston Pkwy N.,
Suite 200
Houston, TX 77064
(713) 892-8818 Phone
Fax

June 08, 2016

File No.: 1690172CPL

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of Stewart Title Company's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 26th day of May, 2016, the last Deed that we find, of record, reflects the record owner to be:
CCR Texas Holdings LP, a Delaware limited partnership by virtue of Deed recorded in/under Clerk's File No. 2012038964 of the Official Records of Fort Bend County, Texas.

CCR Loan Subsidiary 1, L.P., a Texas limited partnership by virtue of Deed recorded in/under Clerk's File No. 2014024650 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 1.972 ACRE TRACT OF LAND SITUATED
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING a 1.972 acre (85,891 square foot) tract of land situated in the A.G. Sharpless Survey, Abstract No. 322 of Fort Bend County, Texas and being a portion of a called 1,913.31 acre tract (Tract A) of land as described in a deed to CCR Texas Holdings, LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964, and a portion of a called 174.4 acre tract as described in a deed to CCR Loan Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2014024650, said 1.972 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwesterly terminus point of Creek Falls Drive (60 feet wide) as shown on CROSS CREEK BEND LANE EXTENSION NO. 8, a subdivision plat recorded under Plat No. 20140142 of the Fort Bend County Plat Records (F.B.C.P.R.), lying on a non-tangent curve to the left of the northeasterly line of CREEK FALLS AT CROSS CREEK RANCH SECTION ONE, a subdivision plat recorded under Plat No. 20150175 of the F.B.C.P.R., from which its center bears S 43°57'17" W, 825.00 feet, and being the south corner of the herein described tract;

THENCE, In a Northwesterly direction, along and with the northeasterly line of said CREEK FALLS AT CROSS CREEK RANCH SECTION ONE, and along said curve to the left, a distance of 322.20 feet, having a radius of 825.00 feet, a central angle of 22°22'36" and a chord which bears N 57°14'01" W, 320.16 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

THENCE, N 68°25'19" W, continuing along and with said northeasterly line and partially over and across said 1,913.13 acre tract, at a distance of 59.85 feet passing a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the north corner of said CREEK FALLS AT CROSS CREEK RANCH SECTION ONE, and continuing for a total distance of 163.86 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the right;

THENCE, over and across said 1.913.31 acre tract and said 174.4 acre tract the following courses and distances:

In a Northwesterly direction, along said curve to the right, a distance of 396.18 feet, having a radius of 760.00 feet, a central angle of 29°52'05" and a chord which bears N 53°29'21" W, 391.71 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 38°33'19" W, a distance of 72.74 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Northwesterly direction, along said curve to the left, a distance of 422.16 feet, having a radius of 660.00 feet, a central angle of 36°38'54" and a chord which bears N 56°52'45" W, 415.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the southwesterly corner of the herein described tract;

N 14°47'48" E, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northwest corner of the herein described tract and the beginning of a non-tangent curve to the left, from which its center bears N 14°47'48" E, 25.00 feet;

In a Northeasterly direction, along said curve to the left, a distance of 36.92 feet, having a radius of 25.00 feet, a central angle of 84°36'31" and a chord which bears N 62°29'32" E, 33.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the north corner of the herein described tract;

S 69°48'43" E, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the left, from which its center bears S 69°48'43" E, 25.00 feet;

In a Southerly direction, along said curve to the left, a distance of 36.92 feet, having a radius of 25.00 feet, a central angle of 84°36'31" and a chord which bears S 22°06'58" E, 33.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of reverse curvature to the right;

In a Southeasterly direction, along said curve to the right, a distance of 325.03 feet, having a radius of 720.00 feet, a central angle of 25°51'55" and a chord which bears S 51°29'16" E, 322.28 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

S 38°33'19" E, a distance of 72.74 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Southeasterly direction, along said curve to the left, at a distance of 291.37 feet passing a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the west corner of CREEK FALLS AT CROSS CREEK RANCH SECTION FOUR, a subdivision plat recorded under Plat No. 20150258 of the F.B.C.P.R., and continuing for a total distance of 364.91 feet, having a radius of 700.00 feet, a central angle of 29°52'05" and a chord which bears S 53°29'21" E, 360.79 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

THENCE, along and with the westerly southwest line of said CREEK FALLS AT CROSS CREEK RANCH SECTION FOUR the following courses and distances:

S 68°25'19" E, a distance of 163.86 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Southeasterly direction, continuing along and with said southwesterly line, and along said curve to the right, a distance of 350.01 feet, having a radius of 885.00 feet, a central angle of 22°39'35" and a chord which bears S 57°05'31" E, 347.73 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the east corner of the herein described tract, same being the westerly north terminus point of said Creek Falls Drive as shown on said CROSS CREEK BEND LANE EXTENSION NO. 8;

THENCE, S 48°07'25" W, along and with a northerly terminus line of said Creek Falls Drive, a distance of 60.15 feet to the POINT OF BEGINNING and containing 1.972 acres (85,891 square feet) of land. Bearing orientation is based on the Texas Coordinate System, South Central Zone 4204, NAD-83 and is referenced to CREEK FALLS AT CROSS CREEK RANCH SECTION ONE as cited herein.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096 of the County Clerk Official Records of Fort Bend County, Texas and those Restrictive Covenants as set forth under Clerk's File Nos. 9526750, 2006020008, 2006020010 and 2006020011, 2010105647, 2008039552, 2008054441, 2009026093, 2010127400, 2011070465, 2012016789 all of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

2. Easements/Other Exceptions:

Designation of Drill Sites Access easements, as set forth and described under Clerk's File Nos. 2005115746 and 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. Partial waiver of surface rights and drillsite and access easement use agreement, dated January 5, 2005, executed by Steven E. Stern, Joyce C. Herlands, Roy Howard Stern, and Judith I. Stern, recorded under Clerk's File No. 2005003095, as amended by instrument(s) recorded under Clerk's File No. 2006069769 and 2008070479 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File Nos. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

Rights of the Board of Water Engineers of the State of Texas to control the withdrawal of water from underground water reservoir beneath the subject property in accordance with that instrument recorded in Volume 1, Page 85 of the Water Permit Records of Fort Bend County, Texas.

All charges, liens, and assessments payable to Cross Creek Ranch Community Association Inc., including that lien to secure the payment thereof, recorded under Clerk's File No. 2008039552 of the Official Records of County, Texas. This lien being subordinate to any recorded mortgage liens. (Subject to Annexation)

Cross Creek Ranch Foundation Fee as set forth and created in that Foundation Supplemental Amendment To The Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008054441 of the Official Records of Fort Bend County, Texas. This lien is subordinate to any first mortgage of record. (Subject to Annexation)

Certificate Of Formation Of Cross Cross Creek Ranch Community Association, Inc. as attached to that Management Certificate For Cross Creek Ranch recorded under Clerk's File No. 2008054615 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Management Certificate for Cross Creek Ranch Community Association, Inc. recorded under Clerk's File Nos. 2009120159 and 2011090436 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Document Retention, Access, Production And Copy Policy, recorded under Clerk's File No. 2012006437 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Solar Energy devices And Roofing Materials Policy, recorded under Clerk's File No. 2012006438 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. display Of Religious Items Policy, recorded under Clerk's File No. 2012006439 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Flag Display Policy, recorded under Clerk's File No. 2012006443 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Rain Barrel Policy, recorded under Clerk's File No. 2012006444 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch community Association, Inc., Collection Policy And Payment Plan Guidelines, recorded under Clerk's File No. 2012016697 of the Official Records of Fort Bend County, Texas (Subject to Annexation)

Memorandum Of Preferential Purchase Right Agreement dated April 12, 2012, by and between CCR TEXAS HOLDINGS LP, a Delaware limited liability company ("Grantor") and TRENDMAKER HOMES, INC., a Texas corporation ("Grantee") and recorded under Clerk's File No. 2012038961 of the Official Records of Fort Bend County, Texas, and subject to the terms, conditions and provisions contained therein

Partial Assignment And Assumption Of Founder's Rights dated effective as of April 12, 2012, by TRENDMAKER HOMES, INC., a Texas corporation as assignor to CCR TEXAS HOLDINGS LP, a Delaware limited partnership as assignee, and recorded under Clerk's File No. 2012038962 of the Official Records of Fort Bend County, Texas, and relating to the "Assigned Founder's Rights" described in that Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008039552 of the Official Records of Fort Bend County, Texas

Memorandum of Development Agreement dated November 16, 2006, by and between the City of Fulshear, Texas, TMI, INC., and THE STODDARD GROUP, LTD., recorded under Clerk's File No. 2007001836 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 171 recorded under Clerk's File No. 2009035249 of the Official Records of Fort Bend County, Texas.

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 172 recorded under Clerk's File No. 2011008643 of the Official Records of Fort Bend County, Texas

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 173 recorded under Clerk's File No. 2011008641 of the Official Records of Fort Bend County, Texas

Rules and regulations by the Texas Commission on environmental Quality Rules for On-Site Sewage Facilities located on the subject property as reflected by that Affidavit To The Public Certification Of OSSF Requiring Maintenance recorded under Clerk's File Nos. 2007050326 and 2009075716 of the Official Records of Fort Bend County, Texas. (1214.16 acres A-321, 1214.62 acres A-100)

Temporary Access Easement with CCR Loan Subsidiary 1, LP, as Grantor and Texas Capital Bank, National Association, as Grantee dated March 6, 2014, and recorded March 14, 2014 at Clerk's File No. 2014024654 of the Official Public Records of Fort Bend County, Texas

3. Liens/Misc:

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP, a Delaware limited partnership, securing the payment of one note in the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B")) bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders.

Said lien additionally secured by Collateral Assignment of Note and Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of Fort Bend County, Texas

Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated February 8, 2013, recorded in/under Clerk's File No. 2013019470 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00 bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association

First Amendment and Supplement to Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated March 14, 2014, recorded in/under Clerk's File No. 2014024651 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Collateral Assignment of Reimbursements by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024652, of the Official Public Records of Fort Bend County, Texas.

First Amendment and Supplement to Collateral Assignment of Sales Contract by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024653, of the Official Public Records of Fort Bend County, Texas.

Amended and Restated Intercreditor Agreement by and Among CCR Loan Subsidiary 1, L.P., Senior Borrower, Texas Capital Bank, National Association, Senior Lender, CCR Texas Holdings LP, as Subordinate Borrower and CCR Texas Lender Inc. and PSPIB-CCR, Inc., and CCR Texas Agent Inc. as Subordinate Lender Parties, dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014033471, of the Official Public Records of Fort Bend County, Texas.

We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. We require satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

Subject properties are located in the Fort Bend County Municipal Utilities Districts No(s). 169, 170, 171, and 172. This district may issue an unlimited amount of bonds, levy an unlimited rate of tax in payment of such bonds, and impose a standby fee on property in the district that has water or sewer facilities available but not connected. Prior to the issuance of any policy, Seller is to furnish a properly executed and acknowledged Notice in compliance with the provisions set forth in Section 49.452 of the Texas Water Code, which Notice must be signed and acknowledged by the Purchaser and subsequently filed in the property records.

No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

This letter is issued for platting purposes only. Liability of Stewart Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

The letter is issued with the express understanding, evidenced by the acceptance thereof, that Stewart Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty or warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company



Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 1.972 acres of land out of the A.G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK FALLS DRIVE EXTENSION NO 1, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK FALLS DRIVE EXTENSION NO 1.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CREEK FALLS DRIVE EXTENSION NO 1 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CREEK FALLS DRIVE EXTENSION NO 1 and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

I, _____, a Notary Public in and for said Province, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of CCR TEXAS AGENT INC., an Ontario corporation, in its capacity as agent of CCR Texas Lender Inc. and PSPIB-CCR Inc., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument thereto as such _____ of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation as agent on behalf of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2016

Notary Public
My commission expires: Commission For Life

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 1.972 acres of land out of the A.G. Sherpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK FALLS DRIVE EXTENSION NO 1, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2013019470, 2014024651, 2014024652, 2014024653 and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK FALLS DRIVE EXTENSION NO 1.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CREEK FALLS DRIVE EXTENSION NO 1 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CREEK FALLS DRIVE EXTENSION NO 1 and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association.

By: _____
Michelle Alvarado
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared Michelle Alvarado, Senior Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____



June 9, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Creek Falls Drive Extension No. 1

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated June 2016.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact Sheila R. Agee at 713.207.6349.

Sincerely,

A handwritten signature in cursive script that reads "Sheila R. Agee".

Sheila R. Agee
Senior Right of Way Agent

C: Trey DeVillier <tdevillier@browningay.com>

PLR16.126A



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4130
F: 281-341-4289
mj524k.att.com

May 26, 2016

Trey DeVillier/ Platting Technician
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: CREEK FALLS DR NO. 1- No Objection Letter

Dear Mr. DeVillier:

NOTE: This "No Objection Letter" does not represent facilities controlled by AT&T-Legacy/T. A separate "No Objection Letter" will be provided by AT&T-Legacy/T.

AT&T is pleased to respond to your request for approval of plans received for the above referenced project. AT&T places facilities within Utility Easements and/or public rights-of-way adjacent to property requiring service. The easements as shown on the plat provided are adequate for AT&T service requirements. If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Michael Jones".

Michael Jones
Manager Engineering - Design

Trey DeVillier

From: Trey DeVillier
Sent: Wednesday, June 08, 2016 11:12 AM
To: 'Grey, Chris'
Subject: CREEK FALLS DRIVE EXTENSION NO. 1 - Request for letter of No Objection (COMCAST)
Attachments: 2016-6-2_CREEK FALLS AT DR EXT 1.pdf

Please provide us a letter of no objection for the attached plat as required for final plats by the City of Fulshear.

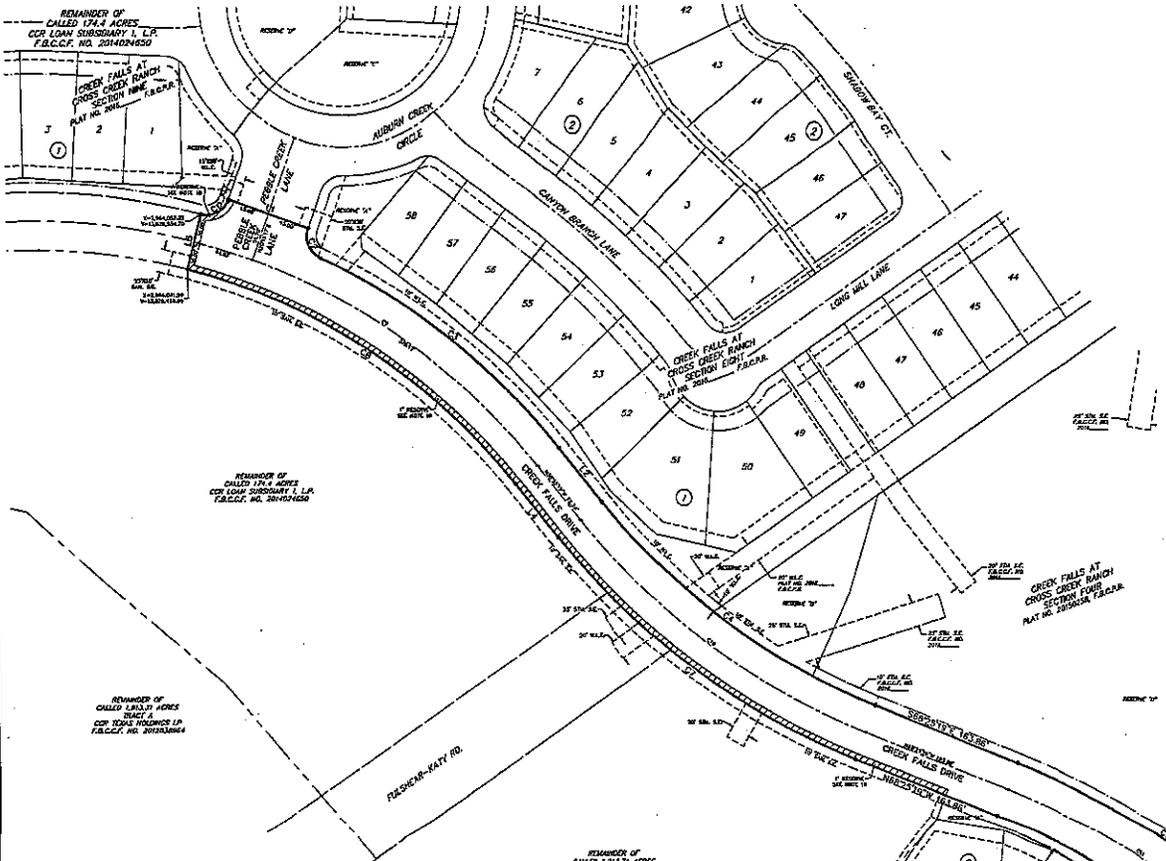
Respectfully,

Trey DeVillier | Platting Technician

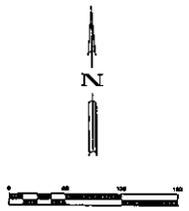
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042
Tel: 281-558-8700 x8204
Direct: 713-488-8204
Fax: 281-558-9701
tdevillier@browngay.com
www.browngay.com



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- GENERAL NOTES
- "U.E." indicates "Utility Easement".
 - "D.L." indicates "Dulating Line".
 - "M.L.E." indicates "Meter Line Easement".
 - "W.L.E." indicates "Water Line Easement".
 - "F.H.E." indicates "Fire Hydrant Easement".
 - "S.M.S.E." indicates "Sanitary Sewer Easement".
 - "S.T.S.E." indicates "Storm Sewer Easement".
 - "D.E." indicates "Drainage Easement".
 - "A.E." indicates "Aerial Easement".
 - "F.B.C.C.F. No." indicates "Fort Bend County Clerk's File Number".
 - "F.B.C.P.R." indicates "Plot Records of Fort Bend County".
 - "F.B.C.D.R." indicates "Deed Records of Fort Bend County".
 - The coordinates shown herein are Texas South Central Zone No. 4204 State Plane 5116 Coordinates (NAD83) and may be brought to surface by multiplying by the following conversion scale: 1.00011027.
 - Bearing orientation is based on the Texas Coordinate System, South Central Zone 4204, NAD-83 and is referenced to CREEK FALLS AT CROSS CREEK RANCH SECTION ONE.
 - There is no observable evidence of any pipelines within the boundaries of the subject tract, and that based on the little research provided per City Planning Letter prepared by Slawoff Title Company, File No. 16601932PL and dated May 20, 2014, that there are no pipeline easements of record within the boundaries of the subject tract except as shown herein.
 - The property lies in the Unincorporated Zone "U" (area determined to be outside the 500 year flood plain) as delineated on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number 4915200102, Revised April 2, 2014.
 - Set 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "Brown & Coy" at all plot boundary corners unless otherwise noted.
 - Indicates Found 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "Brown & Coy".
 - A one-foot reserve dedicated to the city in fee as a buffer separation between the site or use of adjacent lots and such adjacent streets, drainage easements, and the condition of such dedication being that when adjacent property is subdivided in a separate plat, the reserved reserve shall thereafter become vested in the public for street right-of-way purposes.
 - All of the property subdivided in the foregoing plat is within the Incorporated boundaries of the City of Fulshear, Texas.
 - This plat is subject to restrictions recorded under Fort Bend County Clerk's File No. 2008020004, 0209790, 2008020025, 2008020010, 2008020011, 2010103047, 2008020026, 2008040041, 2008020023, 2010103012, 2010103010 and 2010103010 per City Planning Letter prepared by Slawoff Title Company, File No. 16601932PL, and dated May 20, 2014.



MARKER	RANGE	DETA. ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	25.00'	84°30'31"	36.89'	N 82°39'32" E	33.85'
C2	25.00'	84°30'31"	36.89'	S 22°09'58" E	33.85'
C3	25.00'	25°51'55"	33.50'	S 51°29'54" E	30.228'
C4	702.00'	39°58'05"	384.81'	S 53°29'29" E	361.79'
C5	605.00'	32°29'28"	355.00'	S 37°05'31" E	347.72'
C6	825.00'	32°22'28"	512.20'	N 57°42'51" W	521.81'
C7	718.00'	39°23'21"	398.91'	N 52°29'31" W	381.71'
C8	580.00'	30°25'56"	423.17'	N 58°25'48" W	415.02'
C9	590.00'	28°08'54"	441.20'	N 56°52'48" W	433.82'
C10	230.00'	29°39'04"	136.64'	S 53°29'21" E	124.28'
C11	803.00'	29°31'24"	338.10'	N 57°08'21" W	333.84'

MARKER	BEARING	DISTANCE
L1	S89°46'43"E	68.00'
L2	S83°23'18"W	72.24'
L3	S46°07'23"W	60.15'
L4	N36°23'18"W	72.24'
L5	N14°47'40"E	60.00'

CREEK FALLS DRIVE EXTENSION NO 1

A SUBDIVISION OF 1.972 ACRES OF LAND LOCATED IN THE A.G. SHARPLESS SURVEY, A-322 CITY OF FALSHEAR, FORT BEND COUNTY, TEXAS

LOTS: 0 RESERVES: 0 BLOCKS: 0
SCALE: 1"=60' DATE: JUNE, 2015

OWNER:
C&R REAL HOLDINGS, L.P. & C&R LEASE SUBSIDIARY 1, L.P.
3500 BIRCHWAY, SUITE 500
HOUSTON, TEXAS 77056
(713) 960-8977
LAWYER: JENNIFER

LAND PLANNER:
DR. JERRY R. CLIBERT & ASSOCIATES, INC.
2501 CROSS CREEK ROAD, 1A-100
KATY, TEXAS 77404
(281) 370-4200
KATHRYN EDWARDS



Brown & Coy Engineers, Inc.
10777 Maplewood, Suite 400, Houston, TX 77042
Tel: 281-558-6700 • www.browncoy.com
TSPS Registered No. F-1942
TSPS Licensed Surveying Firm No. 101093-00
KAREN HAUTER, P.E.



July 6, 2016

Clay & Leyendecker, Inc.
Attn: Mr. David Leyendecker
1350 Avenue D
Katy, Texas 77493

Re: CREEK FALLS DRIVE EXTENSION NO. 1 – Response to Final Plat Comments

Dear Mr. Leyendecker:

Below is our response(s) to the Engineering Review comments, dated July 1, 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

A. I recommend that this Final Plat of Creek Falls Drive Extension Street Dedication No. 1 be approved with the addition of the contour lines being shown.

RESPONSE: Contour lines have been added to the plat. Additional copies will be provided for staff and city records.

Sincerely,

A handwritten signature in blue ink that reads "Trey DeVillier".

Trey DeVillier
Platting Tech

Enclosure: Plat – Creek Falls Drive Extension No. 1

cc: D. Offord, City Secretary (10 copies of the plat)
Derek Einkauf, P&Z Chairman
David Worley, P&Z Vice-Chairman
CJ Snipes, City Manager

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Creek Falls at Cross Creek Ranch Section 9 / Final Plat

City Engineer Review

Reviewed

See Attached Letter

BY: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

BY: _____ DATE: 6-13-2016

Planning Commission Review

Approved

Returned for additional data

ku

BY:  DATE: 7-11-2016

Council Review

Approved

Returned for additional data

DATE: _____



COPY

July 6, 2016

Clay & Leyendecker, Inc.
Attn: Mr. David Leyendecker
1350 Avenue D
Katy, Texas 77493

Re: CREEK FALLS AT CROSS CREEK RANCH SECTION NINE – Response to Final Plat Comments

Dear Mr. Leyendecker:

Below is our response(s) to the Engineering Review comments, dated July 1, 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

A. I recommend that this Final Plat of Creek Falls at Cross Creek Ranch Section 9 be approved with the street names of Dalton Spring Lane and Asher Falls Lane be dropped and Auburn Creek Circle be extended all the way thru.

RESPONSE: We respectfully request the proposed street names remain as shown on the final plat for reasons of public safety. Typically, the municipalities we work with on a regular basis require a street name change at each 90 degree turn. Our understanding is the street name changes assist in alleviating confusion with a high number of addresses on a single street with multiple turns. 911 service calls will have increased accuracy with less addresses on a single unique street name. Please see enclosed exhibits depicting multiples turns, a higher volume of lots on a single street name and the requested alternative.

Sincerely,

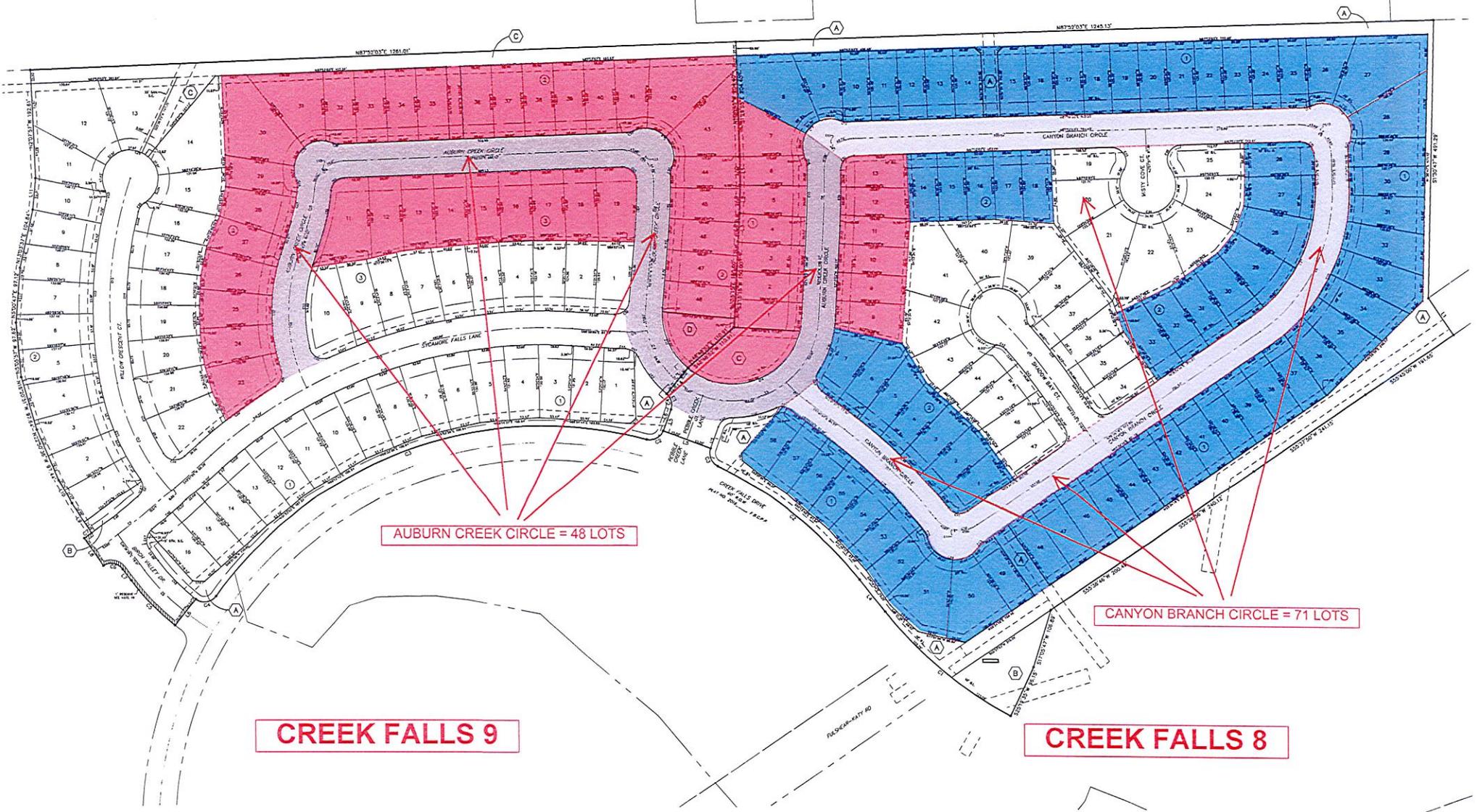
A handwritten signature in black ink that reads "Trey DeVillier".

Trey DeVillier
Platting Tech

Enclosure: Exhibit "A" and "B"

cc: D. Offord, City Secretary
Derek Einkauf, P&Z Chairman
David Worley, P&Z Vice-Chairman
CJ Snipes, City Manager

EXHIBIT "A"



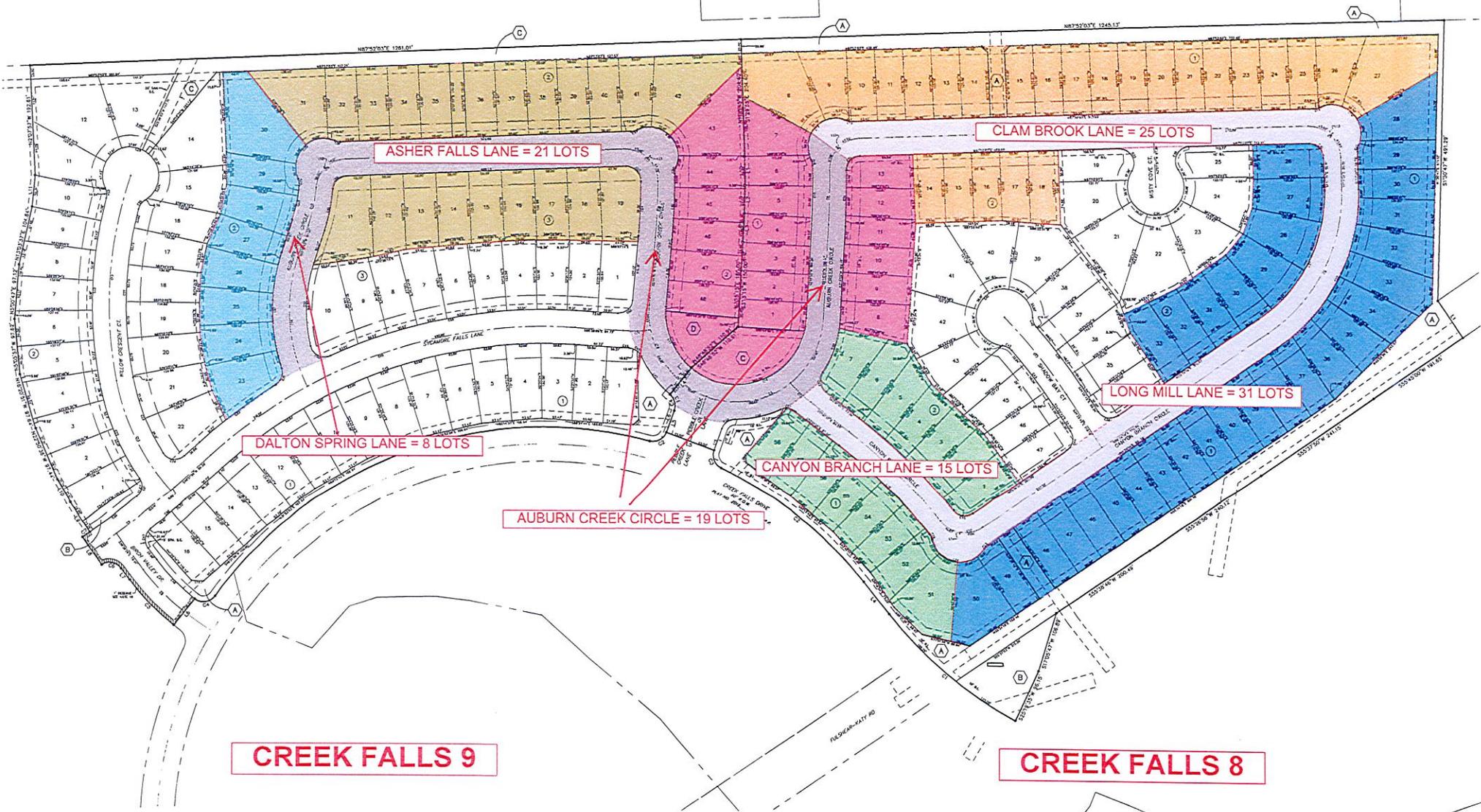
AUBURN CREEK CIRCLE = 48 LOTS

CANYON BRANCH CIRCLE = 71 LOTS

CREEK FALLS 9

CREEK FALLS 8

EXHIBIT "B"



CREEK FALLS 9

CREEK FALLS 8



June 10, 2016

City of Fulshear
C/o D. (Diana) Gordon Offord, City Secretary
30603 FM 1093 Road
P. O. Box 279
Fulshear, Texas 77441

Re: CREEK FALLS AT CROSS CREEK RANCH SECTION NINE – FINAL PLAT SUBMISSION

Dear Ms. Offord:

Enclosed are ten (10) copies of the above referenced plats along with accompanying documents for FINAL PLAT SUBMISSION with the City of Fulshear. If you have any questions, or require any additional information, please contact me at 281-558-8700 x 8204 or via email at tdevillier@browngay.com.

Sincerely,



Trey DeVillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 701360
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility No Objection Letters (3)



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

Subdivision/Development Platting Application

Date: 06/10/2016 Date Received by the City of Fulshear: _____
 Subdivision: CREEK FALLS AT CROSS CREEK RANCH SECTION NINE Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 21.80 ACRESS OF LAND IN THE A.G. SHARPLESS SURVEY, A-322

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 21.80
 Number of Streets: 6
 Number of Lots: 85
 Number and Types of Reserves: 4 LANDSCAPE/OPEN SPACE
 Total Acres in Reserve: 2.288

Owner: CCR TEXAS HOLDINGS, L.P. & CCR LOAN SUBSIDIARY
 Address: 5005 RIVERWAY, STE. 500
 City/State: HOUSTON, TX 77056
 Telephone: 713-960-9977
 Email Address: _____

Engineer/Planner: BROWN & GAY ENGINEERS, INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@browngay.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,470.00</u>
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.


 SIGNATURE

TREY DEVILLIER
 TYPED OR PRINTED NAME/TITLE

06/10/2016
 DATE



Stewart Title Company
10720 West Sam Houston Pkwy N.,
Suite 200
Houston, TX 77064
(713) 892-8818 Phone
Fax

June 07, 2016

File No.: 1690177CPL

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of Stewart Title Company's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 26th day of May, 2016, the last Deed that we find, of record, reflects the record owner to be:

CCR Texas Holdings LP, a Delaware limited partnership by virtue of Deed recorded in/under Clerk's File No. 2012038964 of the Official Records of Fort Bend County, Texas.

CCR Loan Subsidiary 1, L.P., a Texas limited partnership by virtue of Deed recorded in/under Clerk's File No. 2014024650 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 21.80 ACRE TRACT OF LAND SITUATED
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322
FORT BEND COUNTY, TEXAS

BEING a 21.80 acre (949,693 square foot) tract of land situated in the A.G. Sharpless Survey, Abstract No. 322 of Fort Bend County, Texas and being a portion of the remainder of a called 1,913.31 acre tract of land described as Tract "A" in an instrument to CCR Texas Holdings, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964 and a portion of the remainder of a called 174.4 acre tract of land described in an instrument to CCR Loan Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2014024650, said 21.80 acre tract of land described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the Northeast corner of said 174.4 acre tract, same being the Northwest corner of a called 2.6130 acre tract of land described in an instrument to United States of America recorded under Volume 906, Page 110 of the Fort Bend County Deed Records (F.B.C.D.R.), lying on the South line of a called 4.00 acre tract of land described in an instrument to Mark S. Novosad and Carol Leigh Novosad recorded under F.B.C.C.F. No. 2015111423;

THENCE, S 87° 52' 03" W, at a distance of 76.57 feet along and with the North line of said 174.4 acre tract, same being the South line of said 4.00 acre tract passing the Southwest corner of said 4.00 acre tract, same being the Southeast corner of a called 56.1664 acre tract of land described in an instrument to Darmar Corporation recorded under Volume 797, Page 867 of the F.B.C.D.R., continuing along and with the North line of said 174.4 acre tract, same being the South line of said 56.1664 acre tract for a total distance of 1,245.13 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the **POINT OF BEGINNING** and the Northeast corner of the herein described tract;

THENCE, over and across said 1,913.31 acre tract and said 174.4 acre tract the following courses and distances:

S 01° 29' 55" E, a distance of 204.40 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 00° 37' 11" E, a distance of 49.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 01° 45' 13" W, a distance of 49.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 03° 12' 26" W, a distance of 50.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 03° 15' 15" W, a distance of 150.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 48° 48' 52" W, a distance of 110.91 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

S 39° 39' 33" W, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the right from which its center bears
S 39° 39' 33" W, 25.00 feet;

In a Southerly direction, along said curve to the right, a distance of 30.77 feet, having a radius of 25.00 feet, a central angle of 70° 31' 44" and a chord which bears S 15° 04' 35" E, 28.87 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

S 20° 11' 17" W, a distance of 40.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the most Easterly Southeast corner of the herein described tract, same being the beginning of a tangent curve to the right;

In a Southwesterly direction, along said curve to the right, a distance of 36.92 feet, having a radius of 25.00 feet, a central angle of 84° 36' 31" and a chord which bears S 62° 29' 32" W, 33.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for most Southerly Southeast corner of the herein described tract, same being the beginning of a reverse curve to the left;

In a Westerly direction, along said curve to the left, a distance of 871.62 feet, having a radius of 720.00 feet, a central angle of 69° 21' 41" and a chord which bears S 70° 06' 57" W, 819.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a reverse curve to the right;

In a Westerly direction, along said curve to the right, a distance of 40.54 feet, having a radius of 25.00 feet, a central angle of 92° 55' 02" and a chord which bears S 81° 53' 37" W, 36.24 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner of the herein described tract;

S 38° 21' 08" W, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Southwest corner of the herein described tract, same being the beginning of a non-tangent curve to the right from which its center bears N 38° 21' 08" E, 430.00 feet;

In a Northwesterly direction, along said curve to the right, a distance of 112.88 feet, having a radius of 430.00 feet, a central angle of 15° 02' 26" and a chord which bears N 44° 07' 39" W, 112.55 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 36° 36' 26" W, a distance of 25.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the left from which its center bears
S 55° 25' 11" W, 25.00 feet;

In a Westerly direction, along said curve to the left, a distance of 39.27 feet, having a radius of 25.00 feet, a central angle of 90° 00' 00" and a chord which bears N 79° 34' 49" W, 35.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 34° 34' 49" W, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner, same being the beginning of a non-tangent curve to the left from which its center bears N

34° 34' 49" W, 1,470.00 feet;

In a Northeasterly direction, along said curve to the left, a distance of 15.65 feet, having a radius of 1,470.00 feet, a central angle of 00° 36' 36" and a chord which bears N 55° 06' 53" E, 15.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 33° 15' 03" W, a distance of 63.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 30° 03' 11" W, a distance of 48.73 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 22° 50' 36" W, a distance of 97.44 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 16° 20' 51" W, a distance of 97.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 05° 05' 57" W, a distance of 97.62 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 05° 00' 47" E, a distance of 97.12 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 13° 03' 37" E, a distance of 104.84 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 05° 53' 47" E, a distance of 55.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 02° 07' 57" W, a distance of 192.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the Northwest corner of the herein described tract, lying on the North line of said 1,913.31 acre tract, same being the South line of said 56.1664 acre tract;

THENCE, N 87° 52' 03" E, at a distance of 299.72 feet along and with the North line of said 1,913.31 acre tract, same being the South line of said 56.1664 acre tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the Northwest corner of said 174.4 acre tract, continuing along and with the North line of said 174.4 acre tract, same being the South line of said 56.1664 acre tract for a total distance of 1,261.01 feet to the **POINT OF BEGINNING** and containing 21.80 acres (949,693 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096 of the County Clerk Official Records of Fort Bend County, Texas and those Restrictive Covenants as set forth under Clerk's File Nos. 9526750, 2006020008, 2006020010 and 2006020011, 2010105647, 2008039552, 2008054441, 2009026093, 2010127400, 2011070465, 2012016789 all of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

2. Easements/Other Exceptions:

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019020 of the Official Records of Fort Bend County, Texas.

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019021 of the Official Records of Fort Bend County, Texas.

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019523 of the Official Records of Fort Bend County, Texas.

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019524 of the Official Records of Fort Bend County, Texas.

Designation of Drill Sites Access easements, as set forth and described under Clerk's File Nos. 2005115746 and 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. Partial waiver of surface rights and drillsite and access easement use agreement, dated January 5, 2005, executed by Steven E. Stern, Joyce C. Herlands, Roy Howard Stern, and Judith I. Stern, recorded under Clerk's File No. 2005003095, as amended by instrument(s) recorded under Clerk's File No. 2006069769 and 2008070479 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File Nos. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

Rights of the Board of Water Engineers of the State of Texas to control the withdrawal of water from underground water reservoir beneath the subject property in accordance with that instrument recorded in Volume 1, Page 85 of the Water Permit Records of Fort Bend County, Texas.

All charges, liens, and assessments payable to Cross Creek Ranch Community Association Inc., including that lien to secure the payment thereof, recorded under Clerk's File No. 2008039552 of the Official Records of County, Texas. This lien being subordinate to any recorded mortgage liens. (Subject to Annexation)

Cross Creek Ranch Foundation Fee as set forth and created in that Foundation Supplemental Amendment To The Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008054441 of the Official Records of Fort Bend County, Texas. This lien is subordinate to any first mortgage of record. (Subject to Annexation)

Certificate Of Formation Of Cross Cross Creek Ranch Community Association, Inc., as attached to that Management Certificate For Cross Creek Ranch recorded under Clerk's File No. 2008054615 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Management Certificate for Cross Creek Ranch Community Association, Inc., recorded under Clerk's File Nos. 2009120159 and 2011090436 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Document Retention, Access, Production And Copy Policy, recorded under Clerk's File No. 2012006437 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Solar Energy devices And Roofing Materials Policy recorded under Clerk's File No. 2012006438 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., display Of Religious Items Policy, recorded under Clerk's File No. 2012006439 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Flag Display Policy, recorded under Clerk's File No. 2012006443 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Rain Barrel Policy, recorded under Clerk's File No. 2012006444 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross creek Ranch community Association, Inc., Collection Policy And Payment Plan Guidelines, recorded under Clerk's File No. 2012016697 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Memorandum Of Preferential Purchase Right Agreement dated April 12, 2012, by and between CCR TEXAS HOLDINGS, LP, a Delaware limited liability company ("Grantor"), and TRENDMAKER HOMES, INC., a Texas corporation ("Grantee"), and recorded under Clerk's File No. 2012038961 of the Official Records of Fort Bend County, Texas, and subject to the terms, conditions and provisions contained therein.

Partial Assignment And Assumption Of Founder's Rights dated effective as of April 12, 2012, by TRENDMAKER HOMES, INC., a Texas corporation as assignor to CCR TEXAS HOLDINGS LP, a Delaware limited partnership as assignee, and recorded under Clerk's File No. 2012038962 of the Official Records of Fort Bend County, Texas, and relating to the "Assigned Founder's Rights" described in that Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008039552 of the Official Records of Fort Bend County, Texas.

Memorandum of Development Agreement dated November 16, 2006, by and between the City of Fulshear, Texas, TMI, INC., and THE STODDARD GROUP, LTD, recorded under Clerk's File No. 2007001836 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 171 recorded under Clerk's File No. 2009035249 of the Official Records of Fort Bend County, Texas.

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 172 recorded under Clerk's File No. 2011008643 of the Official Records of Fort Bend County, Texas.

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 173 recorded under Clerk's File No. 2011008641 of the Official Records of Fort Bend County, Texas.

Rules and regulations by the Texas Commission on environmental Quality Rules for On-Site Sewage Facilities located on the subject property as reflected by that Affidavit To The Public Certification Of OSSF Requiring Maintenance recorded under Clerk's File Nos. 2007050326 and 2009075716 of the Official Records of Fort Bend County, Texas. (1214.16 acres A-321; 1214.62 acres A-100)

Temporary Access Easement with CCR Loan Subsidiary 1, LP, as Grantor and Texas Capital Bank, National Association, as Grantee dated March 6, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024654, of the Official Public Records of Fort Bend County, Texas.

3. Liens/Misc:

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP, a Delaware limited partnership, securing the payment of one note in the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B")) bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders.

Said lien additionally secured by Collateral Assignment of Note and Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of Fort Bend County, Texas.

Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated February 8, 2013, recorded in/under Clerk's File No. 2013019470 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated March 14, 2014, recorded in/under Clerk's File No. 2014024651 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Collateral Assignment of Reimbursements by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024652, of the Official Public Records of Fort Bend County, Texas.

First Amendment and Supplement to Collateral Assignment of Sales Contract by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024653, of the Official Public Records of Fort Bend County, Texas.

Amended and Restated Intercreditor Agreement by and Among CCR Loan Subsidiary 1, L.P., Senior Borrower, Texas Capital Bank, National Association, Senior Lender, CCR Texas Holdings LP, as Subordinate Borrower and CCR Texas Lender Inc., and PSPIB-CCR, Inc., and CCR Texas Agent Inc. as Subordinate Lender Parties, dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014033471, of the Official Public Records of Fort Bend County, Texas.

We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. We require satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

Subject properties are located in the Fort Bend County Municipal Utilities Districts No(s). 169, 170, 171, and 172. This district may issue an unlimited amount of bonds, levy an unlimited rate of tax in payment of such bonds, and impose a standby fee on property in the district that has water or sewer facilities available but not connected. Prior to the issuance of any policy, Seller is to furnish a properly executed and acknowledged Notice in compliance with the provisions set forth in Section 49.452 of the Texas Water Code, which Notice must be signed and acknowledged by the Purchaser and subsequently filed in the property records.

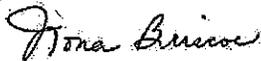
No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

This letter is issued for platting purposes only. Liability of Stewart Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

The letter is issued with the express understanding, evidenced by the acceptance thereof, that Stewart Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty or warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company



Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 21.80 acres of land out of the A.G. Sherpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK FALLS AT CROSS CREEK RANCH SECTION NINE, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2013019470, 2014024651, 2014024652, 2014024653 and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK FALLS AT CROSS CREEK RANCH SECTION NINE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION NINE and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION NINE and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Michelle Alvarado
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared Michelle Alvarado, Senior Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 21.80 acres of land out of the A.G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK FALLS AT CROSS CREEK RANCH SECTION NINE, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK FALLS AT CROSS CREEK RANCH SECTION NINE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION NINE and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION NINE and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

I, _____, a Notary Public in and for said Province, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of CCR TEXAS AGENT INC., an Ontario corporation, in its capacity as agent of CCR Texas Lender Inc. and PSPIB-CCR Inc., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument thereto as such _____ of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation as agent on behalf of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2016

Notary Public
My commission expires: Commission For Life



June 9, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Creek Falls at Cross Creek Ranch Section 9

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated June 2016.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact Rosemary Valdez at 713.207.6027.

Sincerely,

A handwritten signature in cursive script that reads "Rosemary Valdez".

Rosemary Valdez, SR/WA
Right of Way Agent

C: Trey DeVillier <tdevillier@browngay.com>

PLR16.141B



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4130
F: 281-341-4289
mj524k.att.com

May 26, 2016

Trey DeVillier/ Platting Technician
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: CREEK FALLS AT CROSS CREEK RANCH SECTION 9- No Objection Letter

Dear Mr. DeVillier:

AT&T is pleased to respond to your request for approval of subdivision plans received for the above referenced project. AT&T places facilities within Utility Easements and/or public rights-of-way adjacent to property requiring service. The easements as shown on the plat provided are adequate for AT&T service requirements. If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Michael Jones".

Michael Jones
Manager Engineering - Design



June 5, 2016

Mr. Trey DeViller
Platting Technician
Brown and Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

Re: Creek Falls at Cross Creek Ranch Section Nine

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable" has been asked to provide a letter of "No Objection" for the above referenced plat dated June 2016.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

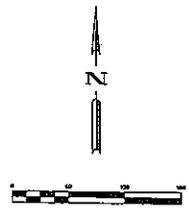
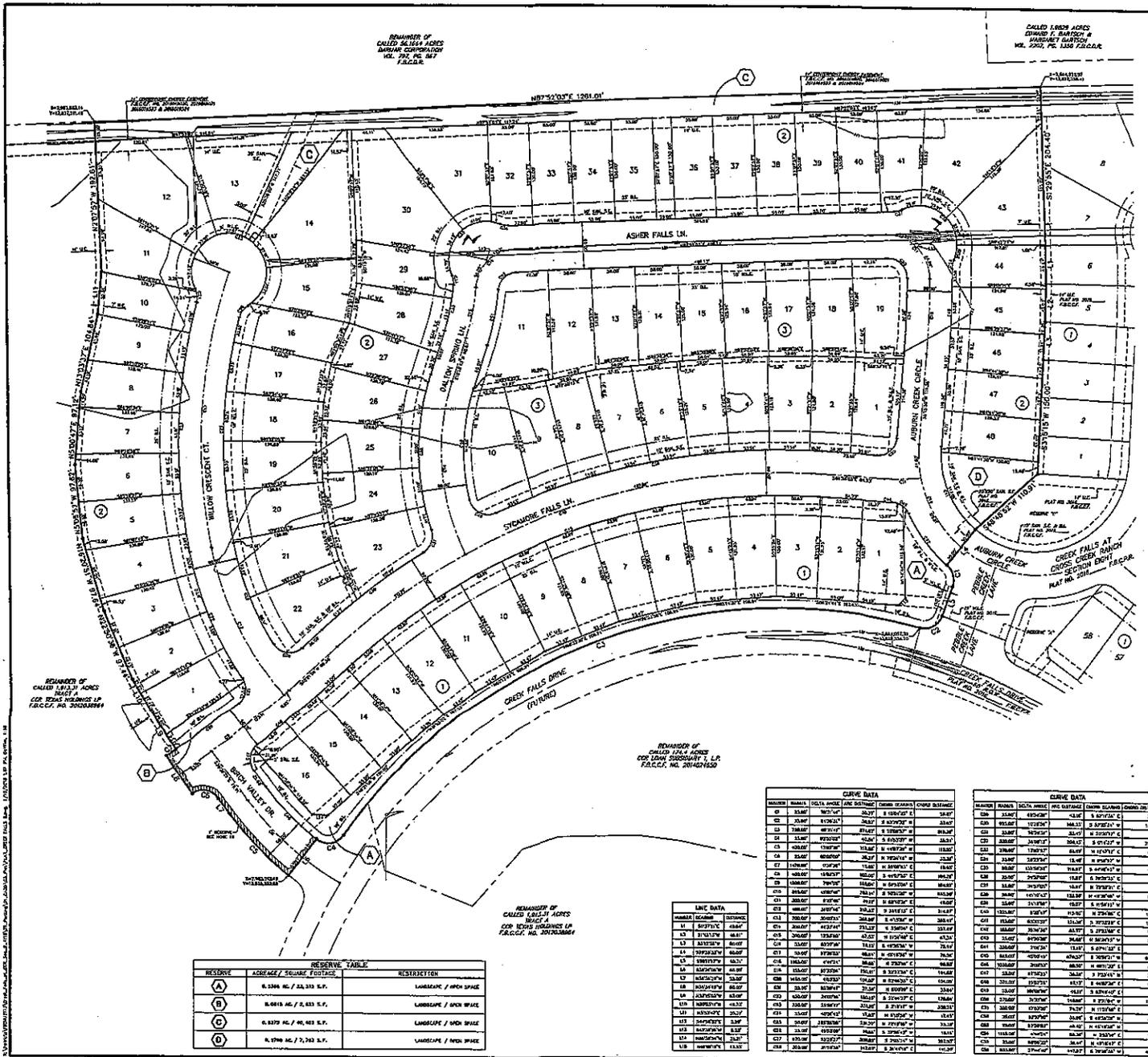
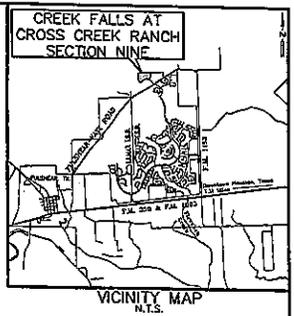
Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

Chris Grey
Construction Supervisor, Design and Serviceability

REMARKS OF
CALLED 16.154 ACRES
ASHEAR CORPORATION
VOL. 2902, PG. 1336 F.A.C.C.R.

CALLED 1.828 ACRES
DUNN & BARSON &
SANDREY SURVEY
VOL. 2902, PG. 1336 F.A.C.C.R.



CREEK FALLS AT CROSS CREEK RANCH SECTION NINE

A SUBDIVISION OF 21.80 ACRES OF LAND
LOCATED IN THE A.G. SHARPLESS SURVEY,
A-322 CITY OF FULLSHEAR,
FORT BEND COUNTY, TEXAS

LOTS: 57 RESERVES: 4 BLOCKS: 3
SCALE: 1"=60'

OWNER:
CROSS CREEK RANCH, L.P.
C/O LAND SUBDIVISION I, L.P.
2405 BIRKDALE, SUITE 500
HOUSTON, TEXAS 77055
(713) 869-8977
LARRY JOHNSON

LAND PLANNER:
MTC | KERRY R. GIBSON & ASSOCIATES, INC.
23301 CROSS RANCH DRIVE, #A-250
SHELBY, TEXAS 77061
(281) 378-0340
KATHRYN EDWARDS



BCE
Brown & Gay Engineers, Inc.
10777 Woodshire, Suite 400, Houston, TX 77042
Tel: 281-258-0700 & www.bceeng.com
13616 Highway 90, F-1046
TSPS Licensed Surveyor Permit No. 10165-01
KATHRYN HAUTER, P.E.

REMARKS OF
CALLED 17.4 ACRES
C/O LAND SUBDIVISION I, L.P.
F.A.C.C.R. NO. 2014021630

REMARKS OF
CALLED 17.4 ACRES
C/O LAND SUBDIVISION I, L.P.
F.A.C.C.R. NO. 2014021630

REMARKS OF
CALLED 17.4 ACRES
C/O LAND SUBDIVISION I, L.P.
F.A.C.C.R. NO. 2014021630

REMARKS OF
CALLED 17.4 ACRES
C/O LAND SUBDIVISION I, L.P.
F.A.C.C.R. NO. 2014021630

RESERVE	ACREAGE / SQUARE FOOTAGE	RESTRICTION
A	0.3366 AC. / 14,533 S.F.	LANDSCAPE / OPEN SPACE
B	0.0616 AC. / 2,633 S.F.	LANDSCAPE / OPEN SPACE
C	0.3375 AC. / 14,623 S.F.	LANDSCAPE / OPEN SPACE
D	0.1796 AC. / 7,792 S.F.	LANDSCAPE / OPEN SPACE

STATION	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
10	S 23.84° E	100.00	S 23.84° E	100.00
11	S 23.84° E	100.00	S 23.84° E	100.00
12	S 23.84° E	100.00	S 23.84° E	100.00
13	S 23.84° E	100.00	S 23.84° E	100.00
14	S 23.84° E	100.00	S 23.84° E	100.00
15	S 23.84° E	100.00	S 23.84° E	100.00
16	S 23.84° E	100.00	S 23.84° E	100.00
17	S 23.84° E	100.00	S 23.84° E	100.00
18	S 23.84° E	100.00	S 23.84° E	100.00
19	S 23.84° E	100.00	S 23.84° E	100.00
20	S 23.84° E	100.00	S 23.84° E	100.00
21	S 23.84° E	100.00	S 23.84° E	100.00
22	S 23.84° E	100.00	S 23.84° E	100.00
23	S 23.84° E	100.00	S 23.84° E	100.00
24	S 23.84° E	100.00	S 23.84° E	100.00
25	S 23.84° E	100.00	S 23.84° E	100.00
26	S 23.84° E	100.00	S 23.84° E	100.00
27	S 23.84° E	100.00	S 23.84° E	100.00
28	S 23.84° E	100.00	S 23.84° E	100.00
29	S 23.84° E	100.00	S 23.84° E	100.00
30	S 23.84° E	100.00	S 23.84° E	100.00
31	S 23.84° E	100.00	S 23.84° E	100.00
32	S 23.84° E	100.00	S 23.84° E	100.00
33	S 23.84° E	100.00	S 23.84° E	100.00
34	S 23.84° E	100.00	S 23.84° E	100.00
35	S 23.84° E	100.00	S 23.84° E	100.00
36	S 23.84° E	100.00	S 23.84° E	100.00
37	S 23.84° E	100.00	S 23.84° E	100.00
38	S 23.84° E	100.00	S 23.84° E	100.00
39	S 23.84° E	100.00	S 23.84° E	100.00
40	S 23.84° E	100.00	S 23.84° E	100.00
41	S 23.84° E	100.00	S 23.84° E	100.00
42	S 23.84° E	100.00	S 23.84° E	100.00
43	S 23.84° E	100.00	S 23.84° E	100.00
44	S 23.84° E	100.00	S 23.84° E	100.00
45	S 23.84° E	100.00	S 23.84° E	100.00
46	S 23.84° E	100.00	S 23.84° E	100.00
47	S 23.84° E	100.00	S 23.84° E	100.00
48	S 23.84° E	100.00	S 23.84° E	100.00
49	S 23.84° E	100.00	S 23.84° E	100.00
50	S 23.84° E	100.00	S 23.84° E	100.00
51	S 23.84° E	100.00	S 23.84° E	100.00
52	S 23.84° E	100.00	S 23.84° E	100.00
53	S 23.84° E	100.00	S 23.84° E	100.00
54	S 23.84° E	100.00	S 23.84° E	100.00
55	S 23.84° E	100.00	S 23.84° E	100.00
56	S 23.84° E	100.00	S 23.84° E	100.00
57	S 23.84° E	100.00	S 23.84° E	100.00

STATION	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
58	S 23.84° E	100.00	S 23.84° E	100.00
59	S 23.84° E	100.00	S 23.84° E	100.00
60	S 23.84° E	100.00	S 23.84° E	100.00
61	S 23.84° E	100.00	S 23.84° E	100.00
62	S 23.84° E	100.00	S 23.84° E	100.00
63	S 23.84° E	100.00	S 23.84° E	100.00
64	S 23.84° E	100.00	S 23.84° E	100.00
65	S 23.84° E	100.00	S 23.84° E	100.00
66	S 23.84° E	100.00	S 23.84° E	100.00
67	S 23.84° E	100.00	S 23.84° E	100.00
68	S 23.84° E	100.00	S 23.84° E	100.00
69	S 23.84° E	100.00	S 23.84° E	100.00
70	S 23.84° E	100.00	S 23.84° E	100.00
71	S 23.84° E	100.00	S 23.84° E	100.00
72	S 23.84° E	100.00	S 23.84° E	100.00
73	S 23.84° E	100.00	S 23.84° E	100.00
74	S 23.84° E	100.00	S 23.84° E	100.00
75	S 23.84° E	100.00	S 23.84° E	100.00
76	S 23.84° E	100.00	S 23.84° E	100.00
77	S 23.84° E	100.00	S 23.84° E	100.00
78	S 23.84° E	100.00	S 23.84° E	100.00
79	S 23.84° E	100.00	S 23.84° E	100.00
80	S 23.84° E	100.00	S 23.84° E	100.00
81	S 23.84° E	100.00	S 23.84° E	100.00
82	S 23.84° E	100.00	S 23.84° E	100.00
83	S 23.84° E	100.00	S 23.84° E	100.00
84	S 23.84° E	100.00	S 23.84° E	100.00
85	S 23.84° E	100.00	S 23.84° E	100.00
86	S 23.84° E	100.00	S 23.84° E	100.00
87	S 23.84° E	100.00	S 23.84° E	100.00
88	S 23.84° E	100.00	S 23.84° E	100.00
89	S 23.84° E	100.00	S 23.84° E	100.00
90	S 23.84° E	100.00	S 23.84° E	100.00
91	S 23.84° E	100.00	S 23.84° E	100.00
92	S 23.84° E	100.00	S 23.84° E	100.00
93	S 23.84° E	100.00	S 23.84° E	100.00
94	S 23.84° E	100.00	S 23.84° E	100.00
95	S 23.84° E	100.00	S 23.84° E	100.00
96	S 23.84° E	100.00	S 23.84° E	100.00
97	S 23.84° E	100.00	S 23.84° E	100.00
98	S 23.84° E	100.00	S 23.84° E	100.00
99	S 23.84° E	100.00	S 23.84° E	100.00
100	S 23.84° E	100.00	S 23.84° E	100.00

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Creek Falls at Cross Creek Ranch Section 8 / Final Plat

City Engineer Review

Reviewed

See Attached Letter

BY: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

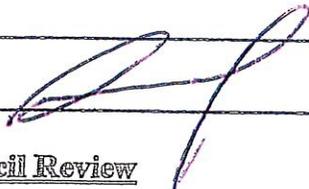
BY: _____ DATE: 6-13-16

Planning Commission Review

Approved

Returned for additional data

Handwritten signature

BY:  DATE: 7-11-16

Council Review

Approved

Returned for additional data

DATE: _____



COPY

July 6, 2016

Clay & Leyendecker, Inc.
Attn: Mr. David Leyendecker
1350 Avenue D
Katy, Texas 77493

Re: CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT – Response to Final Plat
Comments

Dear Mr. Leyendecker:

Below is our response(s) to the Engineering Review comments, dated July 1, 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

A. I recommend that this Final Plat of Creek Falls at Cross Creek Ranch Section 8 be approved with the street names of Calm Brook Lane and Long Mill Lane be dropped and Canyon Branch Lane be extended to intersect Auburn Creek Circle.

RESPONSE: We respectfully request the proposed street names remain as shown on the final plat for reasons of public safety. Typically, the municipalities we work with on a regular basis require a street name change at each 90 degree turn. Our understanding is the street name changes assist in alleviating confusion with a high number of addresses on a single street with multiple turns. 911 service calls will have increased accuracy with less addresses on a single unique street name. Please see enclosed exhibits depicting multiples turns, a higher volume of lots on a single street name and the requested alternative.

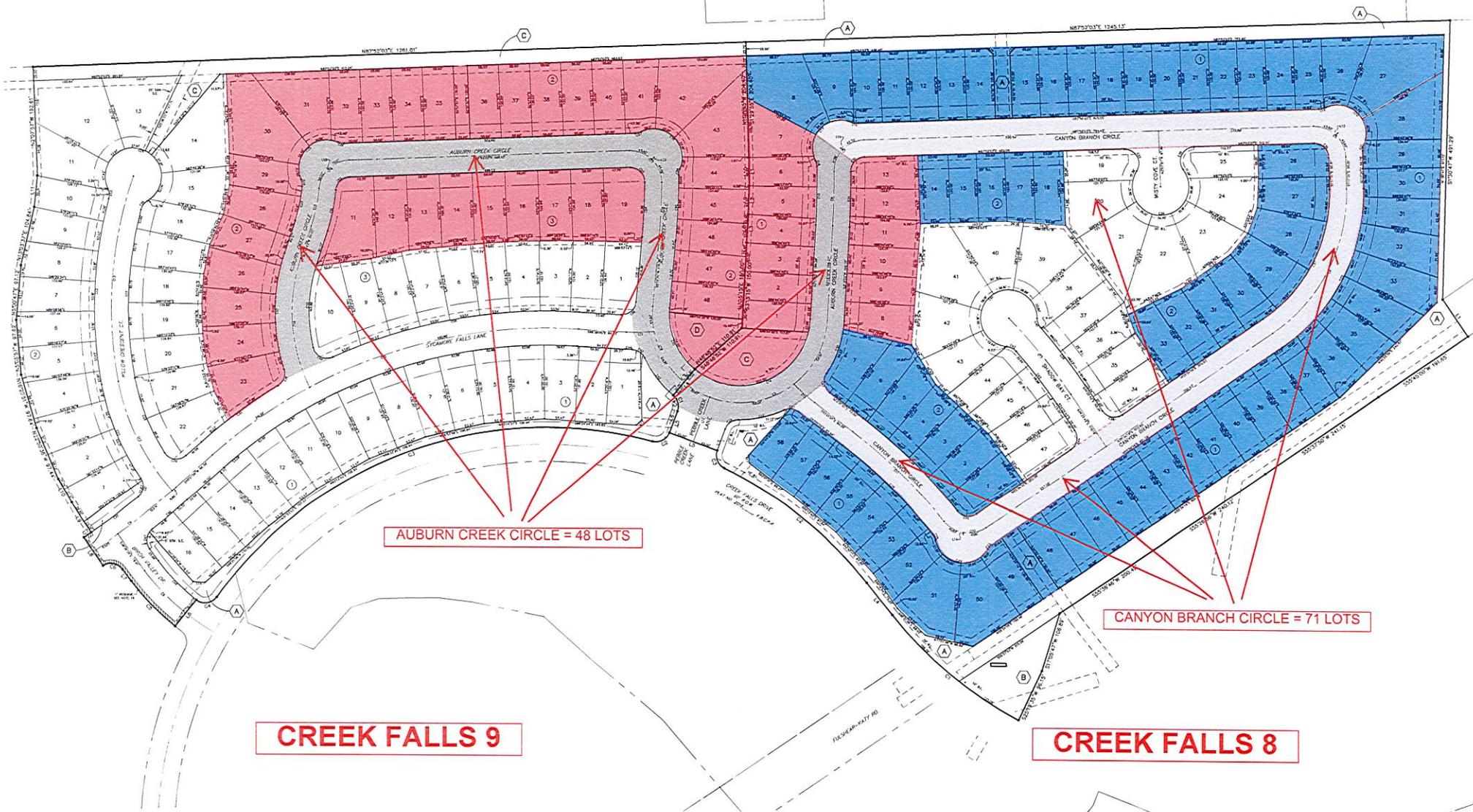
Sincerely,

Trey DeVillier
Platting Tech

Enclosure: Exhibit "A" and "B"

cc: D. Offord, City Secretary
Derek Einkauf, P&Z Chairman
David Worley, P&Z Vice-Chairman
CJ Snipes, City Manager

EXHIBIT "A"



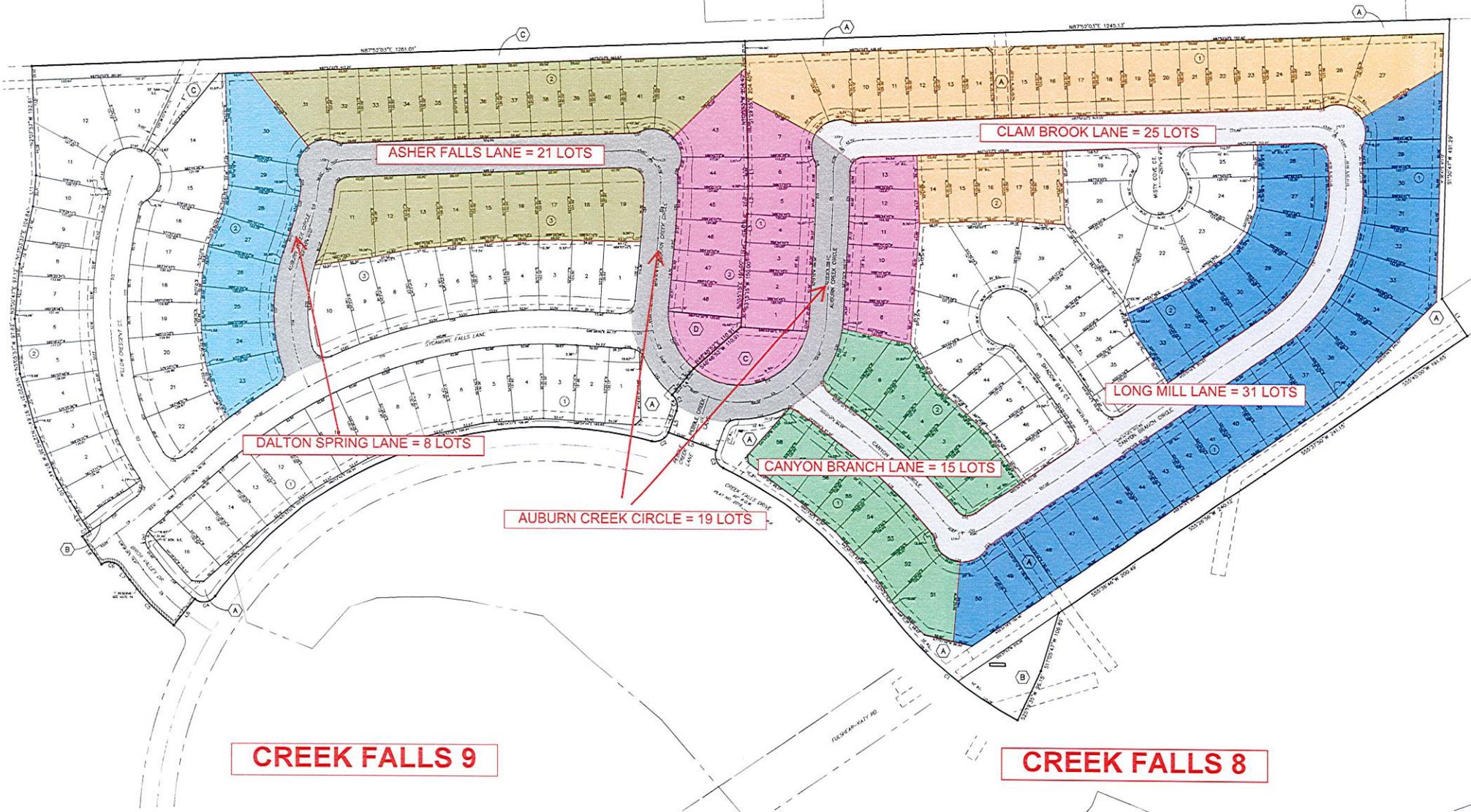
AUBURN CREEK CIRCLE = 48 LOTS

CANYON BRANCH CIRCLE = 71 LOTS

CREEK FALLS 9

CREEK FALLS 8

EXHIBIT "B"





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

Subdivision/Development Platting Application

Date: 06/10/2016 Date Received by the City of Fulshear:

Subdivision: CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary, Replat, Amending Plat, Final, Vacation Plat, Short Form Final, Admin. (Minor) Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential, Zero Lot Line/ Patio Home, Multi-Family Residential, Planned Development, Commercial, Industrial

Plat Location: City, ETJ (Extraterritorial Jurisdiction)

Legal Description: 25.96 ACRESS OF LAND IN THE A.G. SHARPLESS SURVEY, A-322

Variance: Yes (Attach a Copy of Approval Letter), No

Total Acreage: 25.96
Number of Streets: 7
Number of Lots: 105
Number and Types of Reserves: 3 LANDSCAPE/OPEN SPACE
Total Acres in Reserve: 3.091

Owner: CCR TEXAS HOLDINGS, L.P. & CCR LOAN SUBSIDIARY
Address: 5005 RIVERWAY, STE. 500
City/State: HOUSTON, TX 77056
Telephone: 713-960-9977
Email Address:

Engineer/Planner: BROWN & GAY ENGINEERS, INC.
Contact Person: TREY DEVILLIER
Telephone: 713-488-8204
Fax Number: 281-558-9701
Email Address: tdevillier@browngay.com

Table with title 'Platting Fees' containing fee schedules for Preliminary Plat, Final Plat, Replat, Amending or Minor Plat, Plat Vacation, 2nd Review of plats, TOTAL PLATTING FEE (\$1,674.00), and Park Fees.

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Signature line for TREY DEVILLIER, dated 06/10/2016. Labels: SIGNATURE, TYPED OR PRINTED NAME/TITLE, DATE



June 10, 2016

City of Fulshear
C/o D. (Diana) Gordon Offord, City Secretary
30603 FM 1093 Road
P. O. Box 279
Fulshear, Texas 77441

Re: CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT – FINAL PLAT SUBMISSION

Dear Ms. Offord:

Enclosed are ten (10) copies of the above referenced plats along with accompanying documents for FINAL PLAT SUBMISSION with the City of Fulshear. If you have any questions, or require any additional information, please contact me at 281-558-8700 x 8204 or via email at tdevillier@browngay.com.

Sincerely,

A handwritten signature in blue ink that reads 'Trey DeVillier'.

Trey DeVillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 70134
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility No Objection Letters (3)



Stewart Title Company
10720 West Sam Houston Pkwy N.,
Suite 200
Houston, TX 77064
(713) 892-8818 Phone
Fax

June 06, 2016

File No.: 1690171CPL

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of Stewart Title Company's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 26th day of May, 2016, the last Deed that we find, of record, reflects the record owner to be:
CCR Texas Holdings LP, a Delaware limited partnership by virtue of Deed recorded in/under Clerk's File No. 2012038964 of the Official Records of Fort Bend County, Texas.

CCR Loan Subsidiary 1, L.P., a Texas limited partnership by virtue of Deed recorded in/under Clerk's File No. 2014024650 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 25.96 ACRE TRACT OF LAND SITUATED
IN THE A.G. SHARPLESS SURVEY, ABSTRACT NO. 322
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING a 25.96 acre tract of land situated in the A.G. Sharpless Survey, Abstract No. 322 of Fort Bend County, Texas and being a portion of a called 1,913.31 acre tract (Tract A) of land as described in a deed to CCR Texas Holdings, LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964, and a portion of a called 174.4 acre tract as described in a deed to CCR Loan Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2014024650, said 25.96 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the west corner of CREEK FALLS AT CROSS CREEK RANCH SECTION FOUR, a subdivision plat recorded under Plat No. 20150258 of the Fort Bend County Plat Records, same being the south corner of the herein described tract, and the beginning of a non-tangent curve to the right, from which its center bears N 27°35'46" E, 700.00 feet;

THENCE, over and across said 1,913.31 acre tract and said 174.4 acre tract the following courses and distances:

In a Northwesterly direction, along said curve to the right, a distance of 291.37 feet, having a radius of 700.00 feet, a central angle of 23°50'56" and a chord which bears N 50°28'46" W, 289.27 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 38°33'19" W, a distance of 72.74 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Northwesterly direction, along said curve to the left, a distance of 325.03 feet, having a radius of 720.00 feet, a central angle of 25°51'55" and a chord which bears N 51°29'16" W, 322.28 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of reverse curvature to the right;

In a Northerly direction, along said curve to the right, a distance of 36.92 feet, having a radius of 25.00 feet, a central angle of 84°36'31" and a chord which bears N 22°06'58" W, 33.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 69°48'43" W, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the westerly corner of the herein described tract;

N 20°11'17" E, a distance of 40.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, a distance of 30.77 feet, having a radius of 25.00 feet, a central angle of 70°31'44" and a chord which bears N 15°04'35" W, 28.87 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set point for corner;

N 39°39'33" E, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 48°48'52" E, a distance of 110.91 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 03°15'15" E, a distance of 150.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 03°12'26" E, a distance of 50.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 01°45'13" E, a distance of 49.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 00°37'11" W, a distance of 49.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for corner;

N 01°29'55" W, a distance of 204.40 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northwest corner of the herein described tract, lying on the north line of said 174.4 acre tract, same being the south line of a called 56.1664 acre tract as described in a deed to Darmar Corporation, recorded under Volume (Vol.) 797, Page (Pg.) 867 of the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, N 87°52'03" E, along and with said north line, at a distance of 1,168.57 feet passing a 3/4-inch iron pipe found for the southwest corner of a called 4.00 acre tract as described in a deed to Thomas Smith and Charlotte B. Smith, recorded under F.B.C.C.F. No. 9718848, and continuing for a total distance of 1,245.13 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northeast corner of the herein described tract, and the northwest corner of a called 2.6130 acre tract as described in a deed to United States of America, recorded under Vol. 906, Pg. 110 of the F.B.C.D.R., from which a found 5/8-inch iron rod bears S 01°32' W, 1.58 feet;

THENCE, S 01°30'47" W, along and with the west line of said 2.6130 acre tract, distance of 491.29 feet to a 5/8-inch iron rod found for the southwest corner of said 2.6130 acre tract, and being an angle point in the east line of the herein described tract;

THENCE, S 34°34'30" E, over and across said 1,913.31 acre tract and Fulshear-Katy Road (unrecorded) a distance of 78.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the southeast corner of the herein described tract, lying on the northwesterly line of said CREEK FALLS AT CROSS CREEK RANCH SECTION FOUR;

THENCE, along and with said northwesterly line the following courses and distances:

S 55°45'00" W, a distance of 191.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

S 55°37'50" W, a distance of 241.15 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

S 55°26'56" W, a distance of 240.12 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

S 55°38'46" W, a distance of 200.49 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

S 17°05'47" W, a distance of 106.89 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

S 25°19'35" W, a distance of 96.15 feet to the **POINT OF BEGINNING** and containing 25.96 acres of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096 of the County Clerk Official Records of Fort Bend County, Texas and those Restrictive Covenants as set forth under Clerk's File Nos. 9526750, 2006020008, 2006020010 and 2006020011, 2010105647, 2008039552, 2008054441, 2009026093, 2010127400, 2011070465, 2012016789 all of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

2. Easements/Other Exceptions:

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019020 of the Official Records of Fort Bend County, Texas.

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019021 of the Official Records of Fort Bend County, Texas.

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019523 of the Official Records of Fort Bend County, Texas.

Easements granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019524 of the Official Records of Fort Bend County, Texas.

Designation of Drill Sites Access easements, as set forth and described under Clerk's File Nos. 2005115746 and 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. Partial waiver of surface rights and drillsite and access easement use agreement, dated January 5, 2005, executed by Steven E. Stern, Joyce C. Herlands, Roy Howard Stern, and Judith I. Stern, recorded under Clerk's File No. 2005003095, as amended by instrument(s) recorded under Clerk's File No. 2006069769 and 2008070479 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File Nos. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

Rights of the Board of Water Engineers of the State of Texas to control the withdrawal of water from underground water reservoir beneath the subject property in accordance with that instrument recorded in Volume 1, Page 85 of the Water Permit Records of Fort Bend County, Texas.

All charges, liens, and assessments payable to Cross Creek Ranch Community Association Inc., including that lien to secure the payment thereof, recorded under Clerk's File No. 2008039552 of the Official Records of County, Texas. This lien being subordinate to any recorded mortgage liens. (Subject to Annexation)

Cross Creek Ranch Foundation Fee as set forth and created in that Foundation Supplemental Amendment To The Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008054441 of the Official Records of Fort Bend County, Texas. This lien is subordinate to any first mortgage of record. (Subject to Annexation)

Certificate Of Formation Of Cross Cross Creek Ranch Community Association, Inc., as attached to that Management Certificate For Cross Creek Ranch recorded under Clerk's File No. 2008054615 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Management Certificate for Cross Creek Ranch Community Association, Inc., recorded under Clerk's File Nos. 2009120159 and 2011090436 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Document Retention, Access, Production And Copy Policy, recorded under Clerk's File No. 2012006437 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc. Solar Energy devices And Roofing Materials Policy recorded under Clerk's File No. 2012006438 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., display Of Religious Items Policy, recorded under Clerk's File No. 2012006439 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Flag Display Policy, recorded under Clerk's File No. 2012006443 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross Creek Ranch Community Association, Inc., Rain Barrel Policy, recorded under Clerk's File No. 2012006444 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Cross creek Ranch community Association, Inc., Collection Policy And Payment Plan Guidelines, recorded under Clerk's File No. 2012016697 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Memorandum Of Preferential Purchase Right Agreement dated April 12, 2012, by and between CCR TEXAS HOLDINGS, LP, a Delaware limited liability company ("Grantor"), and TRENDMAKER HOMES, INC., a Texas corporation ("Grantee"), and recorded under Clerk's File No. 2012038961 of the Official Records of Fort Bend County, Texas, and subject to the terms, conditions and provisions contained therein.

Partial Assignment And Assumption Of Founder's Rights dated effective as of April 12, 2012, by TRENDMAKER HOMES, INC., a Texas corporation as assignor to CCR TEXAS HOLDINGS LP, a Delaware limited partnership as assignee, and recorded under Clerk's File No. 2012038962 of the Official Records of Fort Bend County, Texas, and relating to the "Assigned Founder's Rights" described in that Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008039552 of the Official Records of Fort Bend County, Texas.

Memorandum of Development Agreement dated November 16, 2006, by and between the City of Fulshear, Texas, TMI, INC., and THE STODDARD GROUP, LTD, recorded under Clerk's File No. 2007001836 of the Official Records of Fort Bend County, Texas. (Subject to Annexation)

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 171 recorded under Clerk's File No. 2009035249 of the Official Records of Fort Bend County, Texas.

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 172 recorded under Clerk's File No. 2011008643 of the Official Records of Fort Bend County, Texas.

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 173 recorded under Clerk's File No. 2011008641 of the Official Records of Fort Bend County, Texas.

Rules and regulations by the Texas Commission on environmental Quality Rules for On-Site Sewage Facilities located on the subject property as reflected by that Affidavit To The Public Certification Of OSSF Requiring Maintenance recorded under Clerk's File Nos. 2007050326 and 2009075716 of the Official Records of Fort Bend County, Texas. (1214.16 acres A-321; 1214.62 acres A-100)

Temporary Access Easement with CCR Loan Subsidiary 1, LP, as Grantor and Texas Capital Bank, National Association, as Grantee dated March 6, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024654, of the Official Public Records of Fort Bend County, Texas.

3. Liens/Misc:

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP., a Delaware limited partnership, securing the payment of one note in the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B")) bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders.

Said lien additionally secured by Collateral Assignment of Note and Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of Fort Bend County, Texas.

Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated February 8, 2013, recorded in/under Clerk's File No. 2013019470 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated March 14, 2014, recorded in/under Clerk's File No. 2014024651 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of Texas Capital Bank, National Association.

First Amendment and Supplement to Collateral Assignment of Reimbursements by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024652, of the Official Public Records of Fort Bend County, Texas.

First Amendment and Supplement to Collateral Assignment of Sales Contract by CCR Loan Subsidiary 1, LP for the benefit of Texas Capital Bank, National Association dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014024653, of the Official Public Records of Fort Bend County, Texas.

Amended and Restated Intercreditor Agreement by and Among CCR Loan Subsidiary 1, L.P., Senior Borrower, Texas Capital Bank, National Association, Senior Lender, CCR Texas Holdings LP, as Subordinate Borrower and CCR Texas Lender Inc., and PSPIB-CCR, Inc., and CCR Texas Agent Inc. as Subordinate Lender Parties, dated March 14, 2014 and recorded March 14, 2014 at Clerk's File No. 2014033471, of the Official Public Records of Fort Bend County, Texas.

We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. We require satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

Subject properties are located in the Fort Bend County Municipal Utilities Districts No(s). 169, 170, 171, and 172. This district may issue an unlimited amount of bonds, levy an unlimited rate of tax in payment of such bonds, and impose a standby fee on property in the district that has water or sewer facilities available but not connected. Prior to the issuance of any policy, Seller is to furnish a properly executed and acknowledged Notice in compliance with the provisions set forth in Section 49.452 of the Texas Water Code, which Notice must be signed and acknowledged by the Purchaser and subsequently filed in the property records.

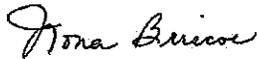
No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

This letter is issued for platting purposes only. Liability of Stewart Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

The letter is issued with the express understanding, evidenced by the acceptance thereof, that Stewart Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty or warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company

A handwritten signature in cursive script that reads "Nona Briscoe".

Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 25.96 acres of land out of the A.G. Sherpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2013019470, 2014024651, 2014024652, 2014024653 and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Michelle Alvarado
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared Michelle Alvarado, Senior Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

AFTER RECORDING RETURN TO:
Gerald Grissom
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 25.96 acres of land out of the A.G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2014033471 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT and the dedications, terms, and provisions evidenced thereby.

The said lienholder does hereby WARRANT and REPRESENT that it is the agent for the present owners and holders of the notes and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

EXECUTED this the _____ day of _____, 2016.

CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

I, _____, a Notary Public in and for said Province, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of CCR TEXAS AGENT INC., an Ontario corporation, in its capacity as agent of CCR Texas Lender Inc. and PSPIB-CCR Inc., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument thereto as such _____ of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation as agent on behalf of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2016

Notary Public
My commission expires: Commission For Life

AFTER RECORDING RETURN TO:
Gerald Grissom
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042



May 25, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Creek Falls At Cross Creek Ranch Section Eight

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated March, 2016.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact LaWanda J. Grant at 713.207.6539.

Sincerely,

A handwritten signature in black ink that reads "LaWanda J. Grant". The signature is written in a cursive, flowing style.

LaWanda J. Grant, SR/WA
Senior Right of Way Agent

C: Trey DeVillier <tdevillier@browngay.com>

PLR16.217



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4130
F: 281-341-4289
mj524k.att.com

May 26, 2016

Trey DeVillier/ Platting Technician
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: CREEK FALLS AT CROSS CREEK RANCH SECTION 8- No Objection Letter

Dear Mr. DeVillier:

NOTE: This "No Objection Letter" does not represent facilities controlled by AT&T-Legacy/T. A separate "No Objection Letter" will be provided by AT&T-Legacy/T.

AT&T is pleased to respond to your request for approval of subdivision plans received for the above referenced project. AT&T places facilities within Utility Easements and/or public rights-of-way adjacent to property requiring service. The easements as shown on the plat provided are adequate for AT&T service requirements. If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Michael Jones".

Michael Jones
Manager Engineering - Design



May 23, 2016

Mr. Trey DeViller
Platting Technician
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: Creek Falls at Cross Creek Ranch Section Eight

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated June 2016.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

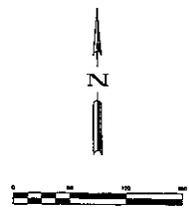
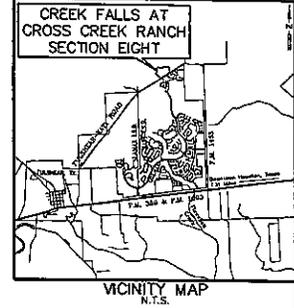
Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

Chris Grey
Construction Supervisor, Design and Serviceability



CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT

A SUBDIVISION OF 25.96 ACRES OF LAND
LOCATED IN THE A.C. SHARPLESS SURVEY,
A-322 CITY OF FULSHEAR,
FORT BEND COUNTY, TEXAS

LOTS: 105 RESERVES: 3 BLOCKS: 2
SCALE: 1"=40' DATE: JUNE, 2015

OWNER: LAND PLANNER:
C29 TEXAS HOLDINGS, LP & C29 LOAN SUBSIDIARY, LP &
5005 SHERWAY, SUITE 500 12501 CROSS CREEK BLVD., #A-250
HOUSTON, TEXAS 77066 KATY, TEXAS 77454
(713) 358-9977 (281) 370-0350
LARRY JENSEN KATHRYN EDWARDS



BGE Brown & Gray Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-556-8700 • www.browneygray.com
TSPS Registration No. TSP045
TSPS License and Surveying Firm No. 181985-00
KATHARINA HAUTER, P.E.

RESERVE TABLE		
RESERVE	ACREAGE / SQUARE FOOTAGE	RESTRICTION
(A)	0.678 AC. / 107,828 S.F.	LANDSCAPE / OPEN SPACE
(B)	0.3850 AC. / 13,303 S.F.	LANDSCAPE / OPEN SPACE
(C)	0.3000 AC. / 13,837 S.F.	LANDSCAPE / OPEN SPACE

STATE OF TEXAS
COUNTY OF FULTON

WE, CCR LEASO SUBSIDIARY 1, L.P., a Texas limited partnership, acting by and through Larry D. Johnson, President of CCR Leas 566 1, L.L.C. a Texas limited liability company, its General Partner, owner of CCR LEASO HOLDINGS LP, a Delaware limited partnership, acting by and through Larry D. Johnson, Manager of Johnson/CCR LP, L.P., a Texas limited liability company, its General Partner, owner of CCR LEASO HOLDINGS LP, a Delaware limited partnership, acting by and through Larry D. Johnson, President of CCR Leas 566 1, L.L.C. a Texas limited liability company, its General Partner, owner of CCR LEASO HOLDINGS LP, a Delaware limited partnership, acting by and through Larry D. Johnson, its President, herewith authorized, this _____ day of _____, 2016, to execute this plat.

WE, CCR LEASO SUBSIDIARY 1, L.P., a Texas limited partnership, acting by and through Larry D. Johnson, President of CCR Leas 566 1, L.L.C. a Texas limited liability company, its General Partner, owner of CCR LEASO HOLDINGS LP, a Delaware limited partnership, acting by and through Larry D. Johnson, its President, herewith authorized, this _____ day of _____, 2016, to execute this plat.

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This plat of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT was approved on _____ by the City of Fulshear City Council and signed on this _____ day of _____, 2016, provided, however, this approval shall be void and null and void unless the plat is filed with the County Clerk of Fort Bend County, Texas within six (6) months hereafter.

Notary Public
Name: Sharon Boffa
City: Secretary

I, Laura Richard, County Clerk in and for Fort Bend County, Texas, do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____ 2016, at _____ o'clock _____ A. in Plat Number _____ of the plat records of said county.

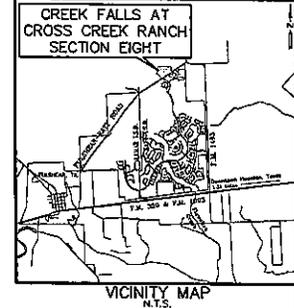
Witness my hand and seal of office, at Richmond, Texas. The day and date last above written.

County Clerk
Name: Laura Richard
City: Fort Bend County, Texas

City Secretary
Name: Sharon Boffa

GENERAL NOTES

- 1. "U.C." indicates "Utility Easement".
- 2. "B.L." indicates "Building Lines".
- 3. "M.L.E." indicates "Meter Line Easement".
- 4. "M.W.E." indicates "Meter Water Easement".
- 5. "F.H.E." indicates "Fire Hydrant Easement".
- 6. "S.M.S.E." indicates "Sanitary Sewer Easement".
- 7. "S.M.S.E." indicates "Storm Sewer Easement".
- 8. "D.E." indicates "Drainage Easement".
- 9. "A.E." indicates "Aerial Easement".
- 10. "F.B.C.P. No." indicates "Fort Bend County Clerk's File Number".
- 11. "F.B.C.P.R." indicates "Fict Records of Fort Bend County".
- 12. "F.B.C.O.R." indicates "Fict Records of Fort Bend County".



DESCRIPTION OF A 25.96 ACRES TRACT OF LAND SITUATED IN THE A.G. SHARPLESS SURVEY, BLOCK 83, DISTRICT NO. 322, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 25.96 acre tract of land situated in the A.G. SHARPLESS SURVEY, Block 83, of Fort Bend County, Texas and being a portion of a certain 1,913.31 acre tract (Tract A) as described in a deed to CCR Leas Holdings, LP, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2014020954, and a portion of a certain 174.4 acre tract as described in a deed to CCR Leas Subsidiary 1, L.P., recorded under F.B.C.C.F. No. 2014020952, and said 25.96 acre tract of land described by metes and bounds as follows:

SECTION 8, 1/2-inch iron pipe with cap stamped "Brown & Coy" found for the western corner of CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT, a subdivision plat recorded under File No. 20150258 of the Fort Bend County Plat Records, same being the south corner of the herein described tract, and the beginning of a non-tangent curve to the right, from which its center bears N 27°25'48" E, 700.00 feet;

THENCE, over and across said 1,913.31 acre tract and said 174.4 acre tract the following courses and distances:

to a northerly direction, along said curve to the right, a distance of 291.37 feet, having a radius of 700.00 feet, a central angle of 23°30'48" and a chord which bears N 30°28'48" E, 208.27 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the point of tangency;

N 28°22'16" E, a distance of 72.74 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the beginning of a tangent curve to the left;

to a northerly direction, along said curve to the left, a distance of 328.03 feet, having a radius of 700.00 feet, a central angle of 23°31'52" and a chord which bears S 17°29'16" W, 208.28 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the point of tangency;

to a northerly direction, along said curve to the right, a distance of 36.92 feet, having a radius of 25.00 feet, a central angle of 84°38'11" and a chord which bears S 20°28'58" W, 33.85 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 89°48'47" W, a distance of 60.63 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the western corner of the herein described tract;

N 20°11'17" E, a distance of 40.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the beginning of a tangent curve to the left;

to a northerly direction, along said curve to the left, a distance of 30.77 feet, having a radius of 25.00 feet, a central angle of 76°31'47" and a chord which bears N 15°04'33" W, 28.37 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 38°38'33" E, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 49°48'52" E, a distance of 116.81 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 03°15'15" E, a distance of 150.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 03°12'20" E, a distance of 50.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 01°45'11" E, a distance of 40.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 00°37'11" W, a distance of 40.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for corner;

N 01°24'35" W, a distance of 204.40 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the northwest corner of the herein described tract, being on the north line of said 174.4-acre tract, upon being the south line of a certain 26.1961-acre tract as described in a deed to Derran Corporation, recorded under Volume (Vol.) 703, Page (Pg.) 567 of the Fort Bend County Deed Records (F.B.C.D.R.).

THENCE, S 87°57'07" E, along and with said north line, at a distance of 1,166.37 feet passing a 3/4-inch iron pipe found for the southwest corner of a certain 4.00 acre tract on described in a deed to Thomas Smith and Christie B. Smith, recorded under F.B.C.C.F. No. 2014020954, and continuing for a total distance of 1,243.12 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the northeast corner of the herein described tract, and the northeast corner of a certain 2.6130-acre tract as described in a deed to United States of America, recorded under Vol. 800, Pg. 110 of the F.B.C.D.R., from which a fence 50-inch iron rod runs N 81°25' 1/2" W, 1.30 feet;

THENCE, S 81°30'47" W, along and with the west line of said 2.6130-acre tract, distance of 491.29 feet to a 3/4-inch iron rod found for the southwest corner of said 2.6130-acre tract, and being on a point in the east line of the herein described tract;

THENCE, S 24°34'30" E, over and across said 1,913.31 acre tract and Fulshear-Mojo Road (unrecorded) a distance of 78.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" set for the northeast corner of the herein described tract, being on the northwestern line of said CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT.

THENCE, along and with said northwesterly line the following courses and distances:

S 55°45'00" W, a distance of 19.68 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" found for corner;

S 59°37'50" W, a distance of 241.15 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" found for corner;

S 53°29'58" W, a distance of 210.12 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" found for corner;

S 50°24'40" W, a distance of 200.49 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" found for corner;

S 17°05'47" W, a distance of 106.99 feet to a 1/2-inch iron pipe with cap stamped "Brown & Coy" found for corner;

S 25°16'35" W, a distance of 66.15 feet to the POINT OF BEGINNING and containing 25.96 acres of land.

Being orientation is based on the Texas Coordinate System, South Central Zone 4204, MAG-83 and is referenced to CREEK FALLS AT CROSS CREEK RANCH SECTION EIGHT as filed herein.

CURVE DATA			
NUMBER	BEARING	CHORD BEARING	CHORD DISTANCE
01	27°25'48"	27°25'48"	700.00
02	23°30'48"	23°30'48"	208.27
03	23°31'52"	23°31'52"	208.28
04	84°38'11"	84°38'11"	33.85
05	76°31'47"	76°31'47"	28.37
06	23°31'52"	23°31'52"	208.28
07	28°22'16"	28°22'16"	72.74
08	23°31'52"	23°31'52"	208.28
09	84°38'11"	84°38'11"	33.85
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11	20°11'17"	20°11'17"	40.31
12	76°31'47"	76°31'47"	28.37
13	38°38'33"	38°38'33"	90.00
14	49°48'52"	49°48'52"	116.81
15	3°15'15"	3°15'15"	150.00
16	3°12'20"	3°12'20"	50.00
17	1°45'11"	1°45'11"	40.61
18	0°37'11"	0°37'11"	40.61
19	1°24'35"	1°24'35"	204.40
20	81°30'47"	81°30'47"	491.29
21	24°34'30"	24°34'30"	78.78
22	55°45'00"	55°45'00"	19.68
23	59°37'50"	59°37'50"	241.15
24	53°29'58"	53°29'58"	210.12
25	50°24'40"	50°24'40"	200.49
26	17°05'47"	17°05'47"	106.99
27	25°16'35"	25°16'35"	66.15

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27	25°16'35"	25°16'35"	66.15

LINE DATA			
NUMBER	BEARING	DISTANCE	REMARKS
01	N 27°25'48" E	700.00	1/2" IRON PIPE WITH CAP STAMPED "BROWN & COY"
02	N 23°30'48" E	208.27	1/2" IRON PIPE WITH

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Box 's Playground / Preliminary Plat

City Engineer Review

Reviewed

See Attached Letter

Y: _____ DATE: _____

Building Official Review

Reviewed

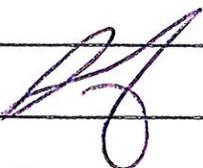
Returned for additional data

_____ Date: 6-13-2016

Planning Commission Review

Approved

Returned for additional data

 _____ DATE: 7-11-2016

Council Review

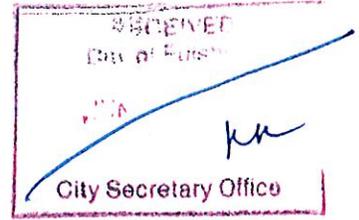
Approved

Returned for additional data

_____ DATE: _____



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



Subdivision/Development Platting Application

Date: 5/25-16 Date Received by the City of Fulshear: _____
 Subdivision: BOX'S PLAYGROUND Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 2.0004 ACRES SITUATED IN THE DAVID RANDON & I. PENNINGTON LEAGUE, A-75

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 2.0004
 Number of Streets: 0
 Number of Lots: 1
 Number and Types of Reserves: 0
 Total Acres in Reserve: N/A

Owner: SUZANNE BOX
 Address: 20315 MEMORIAL PASS DRIVE
 City/State: KATY, TX 77450
 Telephone: 832-656-7856
 Email Address: SUZANNEBOX@COMCAST.NET

Engineer/Planner: TRI-TECH SURVEYING COMPANY
 Contact Person: JOSH KESTER
 Telephone: 832-642-7606
 Fax Number: _____
 Email Address: PLATTING@TRITECHTX.COM
713 667-0800 office

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$528.51</u>
Park Fees (due at Final Plat Application)	_____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

SIGNATURE

JOSHUA KESTER/PROJECT MANAGER 5/25/16

TYPED OR PRINTED NAME/TITLE

DATE

Joshua P. Kester

From: Joshua P. Kester
Sent: Friday, May 27, 2016 11:37 AM
To: 'LROW@centerpointenergy.com'
Subject: LONO for Plat in City of Fulshear
Attachments: M2072-16 PLAT.pdf

Good Morning,

I am requesting a letter of no objection to the attached proposed plat of Box's Playground located in the City of Fulshear in Fort Bend County. Please let me know if you need anything further.

Best,

Josh Kester
Project Manager
Platting Department

Tri-Tech Surveying Co. LP TBPLS #10115900
Global Surveyors, Inc TBPLS #10115910
BEC-LIN Engineering LP TBPE# F-13056 TBPLS #10190400
10401 Westoffice Drive | Houston, Texas 77042
Office: 713.667.0800 x7949
Direct: 832.642.7606
Fax: 713.667.4262
plattin@tritechtx.com
www.surveyingcompany.com



GLOBAL
SURVEYORS, INC.



AT&T Texas
14575 Presidio Square Blvd., Room 135
Houston, TX 77083

Tri-Tech Surveying Company, LP
10401 Westoffice Drive
Houston, TX 77042

May 27, 2016

RE: No Objection Letter for Proposed Plat of *Box's Playground* in the City of Fulshear, Texas

To Whom It May Concern:

I am enclosing a copy of a proposed Plat of *Box's Playground*. The purpose of the plat is to create one Single Family Residential Lot.

We are preparing the plat for recordation in the Map Records of Fort Bend County, Texas. Per the City of Fulshear, we are requesting a "No Objection" letter for the attached plat.

If you have any questions or comments please contact me. My contact information is below.

Please send a copy of the report to:

Tri-Tech Surveying Company, Inc.
Joshua Kester
10401 Westoffice Drive
Houston, TX 77042
Direct: (832) 642-7606
plattng@tritechtx.com

Should you have any questions or need anything further, please do not hesitate to contact me.

Best,

Joshua Kester
Project Manager
Platting Department

Tri-Tech Surveying Co. LP TBPLS #10115900
Global Surveyors, Inc TBPLS #10115910
BEC-LIN Engineering LP TBPE# F-13056 TBPLS #10190400
10401 Westoffice Drive | Houston, Texas 77042
Office: 713.667.0800 x7949
Direct: 832.642.7606
Fax: 713.667.4262
plattng@tritechtx.com
www.surveyingcompany.com



GLOBAL
SURVEYORS, INC.



Comcast
8590 W Tidwell
Houston, TX 77040

Tri-Tech Surveying Company, LP
10401 Westoffice Drive
Houston, TX 77042

May 27, 2016

RE: No Objection Letter for Proposed Plat of *Box's Playground* in the City of Fulshear, Texas

To Whom It May Concern:

I am enclosing a copy of a proposed Plat of *Box's Playground*. The purpose of the plat is to create one Single Family Residential Lot.

We are preparing the plat for recordation in the Map Records of Fort Bend County, Texas. Per the City of Fulshear, we are requesting a "No Objection" letter for the attached plat.

If you have any questions or comments please contact me. My contact information is below.

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GLOBAL
SURVEYORS, INC.



CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarron Section II / Partial Replat No. 1 / Final Plat

City Engineer Review

Reviewed

See Attached Letter

Y: _____ DATE: _____

Building Official Review

Reviewed

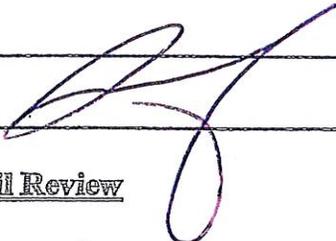
Returned for additional data

Date: 6-13-2016
KN

Planning Commission Review

Approved

Returned for additional data



DATE: 7-11-2016

Council Review

Approved

Returned for additional data

DATE: _____



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

RECEIVED
 City of Fulshear
 JUN 13 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: June 13, 2016 Date Received by the City of Fulshear: June 13, 2016

Subdivision: Tamarron Sec. 11 Development: Tamarron
Partial Replat No. 1

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 29.834 Acres of land in the J.D. Vermillion Survey, A-339 & The Micajah Autrey Survey, A-100, Fort Bend County, Texas

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 29.834
 Number of Streets: 5
 Number of Lots: 109
 Number and Types of Reserves: 7 - Landscape/ Open space/ Drainage
 Total Acres in Reserve: 1.462

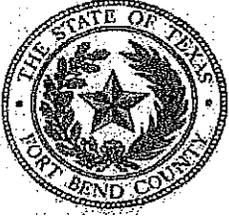
Owner: D.R. Horton-Texas, Ltd.
 Address: 14100 Southwest Freeway, Suite 500
 City/State: Sugar Land, Texas 77478
 Telephone: 281-566-2100
 Email Address: clindhorst@drhorton.com

Engineer/Planner: LJA Engineering, Inc.
 Contact Person: Vanessa Piedra
 Telephone: 713-953-5044
 Fax Number: 713-953-5206
 Email Address: vpiedra@ljaengineering.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,790.85</u>
Park Fees (due at Final Plat Application)	<u>N/A</u>

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Vanessa Piedra SIGNATURE Vanessa Piedra TYPED OR PRINTED NAME/TITLE 06-13-2016 DATE



REVIEW FORM

On January 26, 2016 the Fort Bend County Drainage District reviewed the:

1. Plans

2. Plat Tamarron Section 11

3. Permit

and agrees that this project meets with minimum requirements of this department or office. The following comments may need to be addressed or observed:

The proposed minimum slab elevations shown in Note 10 of the plat appear to meet the minimum requirements of Fort Bend County Regulations of Subdivisions, Sec. 4.16 as shown in the attached "Minimum Slab Elevation Analysis". Tamarron Section 11 lies within Fort Bend County Municipal Utility District No. 182. The attached no objection letter from the FBCMUD No. 182 engineer acknowledges drainage facilities, including detention capacity and outfall, are currently available or under design to serve this subdivision and will be constructed prior to any slabs being poured.

Neil J. Harty
Reviewed by:

Mark Voyle
Signature of Department Head

Based on review of the submitted information and stated conclusions, the Drainage District staff interposes no objection of the proposed drainage plan for the above referenced project.

Please note this does not necessarily mean that the entire supporting data and calculations have been completely checked and verified. However, the report is signed, dated and sealed by a Professional Engineer licensed to practice in the State of Texas, which therefore conveys the engineer's responsibility and accountability.

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042-3703

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com

October 29, 2014

Mr. Jeff Janecek
Fort Bend County Drainage District
1004 Blume Road
Rosenberg, Texas 77471

RECEIVED

SEP 23 2015

Re: Minimum Slab Elevation Recommendation
Tamarron Section 11
Fort Bend County Municipal District No. 182
LJA Job No.: 1931-5503 (6.0)

FBC DRAINAGE DIST.

Dear Mr. Janecek:

Tamarron Section 11 lies within zone x unshaded as per federal emergency management agency FEMA FIRM, Map No. 48157C0085L, (April 2, 2014).

Based on our drainage studies using Fort Bend County Drainage District Criteria, the maximum 100-year floodplain elevation for Tamarron Section 11 is 140.09 feet, msl 2001 adj., for localized flow. Based on this information the recommended minimum slab elevation for this section has been determined as follows:

1. Eighteen inches (1.5') above the Lowest Natural Ground Contour
Lowest Contour Line = 142.00'
Eighteen inches (1.5') above Lowest Contour = 143.50' (2001 adj.)
2. 100-year Water Surface Elevation at Lake System outfall for subdivision = 140.09'
Eighteen inches (1.5') above the 100-year Floodplain = 141.59' (2001 adj.)
- 3a. One foot (1') above the maximum Ponding Elevation in the Streets
Maximum Ponding Elevation for Lots 1-7, 72-90, 102-109 = 143.57'
One foot (1') above Maximum Ponding Elevation = 144.57' (2001 adj.)
- 3b. One foot (1') above the maximum Ponding Elevation in the Streets
Maximum Ponding Elevation for Lots 8-71, 91-101 = 142.17'
One foot (1') above Maximum Ponding Elevation = 143.17' (2001 adj.)

Based on the above criteria, we recommend the top of floor slabs for lots 1-7, 72-90, & 102-109 shall be a minimum of 144.57 feet, 2001 adj., above mean sea level. For lots 8-71 & 91-101, we recommend the top of floor slabs shall be a minimum of 143.50 feet (2001 adj.).

Please call me at 713.953.5181 if you have any questions or if you need additional information.

Sincerely,

Michael S. Rusk, PE
Vice President

MSR/dl

O:\LAND\1931\5503\MIN_SLAB_TAMARRON_SEC11.doc

LJA Engineering, Inc.



2929 Briarpark Drive Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042-3703 www.ljaengineering.com

October 24, 2014

Mr. Nathan Hatcher
Fort Bend County Engineer's Office
1124 Blume Road
Rosenberg, Texas 77471

Re: Tamarron Section 11 Preliminary Plat
Fort Bend County Municipal Utility District No. 182
Job No. 1931-5503 (6.0)

Dear Mr. Hatcher:

As Fort Bend County Municipal Utility District No. 182 Engineer, I have reviewed the above referenced plans and plat and offer no objections to the proposed design. Trunk Water Line Facilities, WWTP Facilities and Drainage Facilities, including necessary detention capacity and outfall, are currently available or under design to serve this subdivision and will be constructed prior to any taps being made or any slabs are poured.

Should you have any questions or need any additional information concerning these plans, please call me at 713.953.5181.

Sincerely,

Michael S. Rusk, PE
Vice President

MSR/dl

RECEIVED
SEP 23 2015
FBC DRAINAGE DIST.



**DHI TITLE OF CENTRAL TEXAS
14100 Southwest Freeway, Suite 510
Sugar Land, Texas 77478**

CITY PLANNING LETTER

May 2, 2016

City Planning Commission

To Whom It May Concern:

This company ("Title Company") certifies that a diligent search of the real property records of Title Company's title plant has been made, as to the herein described property, and as of 8:00 AM on the 25th day of April, 2016, we find the following:

Record Owner:

D. R. Horton-Texas, Ltd., a Texas limited partnership

Recording Instrument:

Special Warranty Deed, executed by BFH Mining, Ltd., a Texas limited partnership to D. R. Horton-Texas, Ltd., a Texas limited partnership, dated December 31, 2012, recorded in Document No. 2013000056 of the Official Public Records of Fort Bend County, Texas.

Legal Description:

**TAMARRON SECTION 11
PARTIAL REPLAT NO. 1 (Proposed Plat)**

Being 29.834 acres of land, more or less, situated in the J.D. Vermillion Survey, Abstract No. 339, and the Micajah Autrey Survey, Abstract No. 100, Fort Bend County, Texas, being out of and a part of that certain 686.0183 acres described as Tract I in deed conveyed to D. R. Horton-Texas, Ltd., a Texas limited partnership, dated December 31, 2012, recorded in Document No. 2013000056 of the Official Public Records of Fort Bend County, Texas, and out of and a part of that certain 631.26 acre tract described in deed conveyed to D. R. Horton-Texas, Ltd., a Texas limited partnership, dated December 31, 2012, recorded in Document No. 2013000056 of the Official Public Records of Fort Bend County, Texas, and being a portion of TAMARRON

SECTION 11, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20160073 of the Plat Records of Fort Bend County, Texas, said 29.834 acres, more or less, being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

1. Deed Restrictions:

None of record.

NOTE: Property is subject to inclusion into restriction documents recorded in Document Nos. 2014128516, 2014129256, and 2015009263, Official Public Records of Fort Bend County, Texas, but is not subject to said documents unless a Notice of Applicability to the subject property is recorded.

2. Easements and other encumbrances (Oil, Gas and other Minerals excluded):

Unrecorded development agreement by and between the City of Fulshear, Texas, and Tamarron Lakes, L. P., as evidenced by Memorandum of Development Agreement recorded in Document No. 2007077611, amended and restated in Document No. 2014049738, of the Official Public Records of Fort Bend County, Texas.

Texas Commission on Environmental Quality Notice of Petition for Creation of Fort Bend County Municipal Utility District No. 188, recorded in Document No. 2008063993, and Petition for Creation of Fort Bend County Municipal Utility District No. 188, recorded in Document No. 2008064844, both of the Official Public Records of Fort Bend County, Texas.

Grazing Lease by and between BFH Mining, Ltd., Lessor, and Bar M Cattle Company, Lessee, recorded in Document No. 2010127261, corrected in Document No. 2011001553, of the Official Public Records of Fort Bend County, Texas. Assignment and Assumption of Grazing Lease, from BFH Mining, Ltd., to D.R. Horton – Texas, Ltd., recorded in Document No. 2013000062 of the Official Public Records of Fort Bend County, Texas.

Notice of Intention to Introduce a Bill in the Legislature of Texas, pertaining to the Fulshear Parkway Improvement District, recorded in Document No. 2013025598 of the Official Public Records of Fort Bend County, Texas.

Memorandum of Fulshear Parkway Private Participation Agreement, dated August 30, 2013, recorded in Document No. 2013119270 of the Official Public Records of Fort Bend County, Texas.

Short Form Blanket Easement 3-Phase Overhead and Underground recorded in Document No. 2014039155, Official Public Records of Fort Bend County, Texas.

Easement for Certain Utilities, together with all rights granted therein, conveyed to the CenterPoint Energy Houston Electric, LLC, Consolidated Communications of Fort Bend Company, and Comcast of Houston, LLC, as described in document recorded in Document No. 2015080041 of the Official Public Records of Fort Bend County, Texas.

Waiver of Special Appraisal for the Benefit of Fort Bend County Municipal Utility District No. 182, dated August 4, 2015, recorded in Document No. 2015088919 of the Official Public Records of Fort Bend County, Texas.

Agreement for Underground Electric Service, Tamarron 11, dated August 11, 2015, in favor of CenterPoint Energy Houston Electric, LLC, recorded in Document No. 2015092341 of the Official Public Records of Fort Bend County, Texas.

Drainage Easement to Fort Bend County Municipal Utility District No. 182 recorded in Document No. 2015117542, Official Public Records of Fort Bend County, Texas. (Said easement not depicted on proposed plat and examiner unable to determine without benefit of survey whether it affects any portion of the plat.)

Pipeline Easement and Right-of-Way Agreement conveyed to SiEnergy, L.P., a Texas limited partnership, together with all rights granted therein, as described in document recorded in Document No. 2016026573 of the Official Public Records of Fort Bend County, Texas.

All easements, building setback lines, restrictions and dedications as set out on the plat recorded in Plat No. 20160073 of the Plat Records of Fort Bend County, Texas.

Pipeline and Surface Site Easement and Right-of-Way Agreement, executed by and between D. R. Horton-Texas, Ltd., a Texas limited partnership, SiEnergy, L.P., a Texas limited partnership, and Natural Gas Pipeline Company of America LLC, a Delaware limited liability company, recorded in Document No. 2016030739 of the Official Public Records of Fort Bend County, Texas. (Said instrument fails to contain a metes and bounds description.)

The rights of Fort Bend County Municipal Utility District No. 182 to levy taxes and issue bonds.

The rights of Fort Bend County Municipal Utility District No. 188 to levy taxes and issue bonds.

Easements, and other matters, to be created by the proposed plat.

3. Lien Holders: None of record.

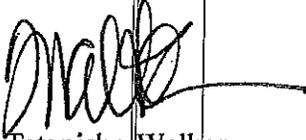
No examination has been made as to oil, gas or other minerals, or documents affecting the title thereto, abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. Liability of Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TITLE COMPANY BECAUSE OF ANY NEGLIGENCE BY TITLE COMPANY (WHETHER SOLE, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tatanisha Walker', with a horizontal line extending to the right from the end of the signature.

Tatanisha Walker
DHI Title of Central Texas

Exhibit "A"

April 19, 2016
Job No. 1931-5503C.304

DESCRIPTION OF
29.834 ACRES
TAMARRON SECTION 11
PARTIAL REPLAT NO. 1

Being 29.834 acres of land located in the J. D. Vermillion Survey, Abstract 339, and the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being all of Lots 1 through 109, Block 1, all of Reserves "A", "B", "C", "D", "E", "F", "G", "H", and "I", all of Kelly Falls Lane (60' wide), Kellys Falls Court (60' wide), Keatings Lagoon Court (60' wide), Karloo Walk Court (60' wide), and a portion of Korsmans Landing Drive (width varies) as shown on Tamarron Section 11, a subdivision of record under Plat Number 20160073, F.B.C.P.R., said 29.834 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the common north corner of Reserve "A" of said Tamarron Section 11 and Tamarron Section 4, a subdivision of record under Plat Number 20140160, F.B.C.P.R., said point also being in a curve on the south right-of-way line of Tamarron Parkway (100' wide), as shown on said Tamarron Section 11;

Thence, along the common lines of said Tamarron Section 11 and said Tamarron Section 4, the following sixteen (16) courses:

1. South 02° 57' 03" East, 297.78 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
2. South 60° 31' 24" West, 125.20 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
3. South 06° 00' 05" West, 132.55 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;

4. South 13° 40' 02" West, 49.20 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
5. South 19° 11' 27" West, 50.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
6. South 25° 05' 49" West, 51.62 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
7. South 32° 00' 02" West, 68.79 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
8. South 41° 09' 23" West, 90.83 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
9. South 50° 03' 25" West, 64.34 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
10. South 57° 30' 06" West, 65.50 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
11. South 25° 25' 03" East, 137.74 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
12. South 64° 34' 57" West, 30.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
13. South 25° 25' 03" East, 190.91 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
14. South 42° 22' 01" East, 161.31 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;

29.834 Acres

April 19, 2016
Job No. 1931-5503C.304

15. South 43° 53' 46" West, 371.07 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
16. South 40° 54' 16" East, 211.68 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the common south corner of the aforementioned Tamarron Section 11 and the aforementioned Tamarron Section 4;

Thence, along the south and west lines of said Tamarron Section 11, the following nine (9) courses:

1. South 50° 26' 38" West, 261.55 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
2. North 82° 03' 25" West, 143.86 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
3. North 37° 56' 15" West, 141.65 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
4. North 20° 09' 23" West, 111.02 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
5. North 27° 55' 18" West, 727.43 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
6. North 16° 40' 50" West, 195.93 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
7. North 32° 05' 09" West, 199.59 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;

29.834 Acres

April 19, 2016
Job No. 1931-5503C.304

8. North $11^{\circ} 23' 22''$ East, 134.30 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;
9. North $30^{\circ} 35' 14''$ West, 22.08 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point, the beginning of a curve;

Thence, 91.77 feet along the arc of a non-tangent curve to the left, having a radius of 2050.00 feet, a central angle of $02^{\circ} 33' 53''$, and a chord which bears North $58^{\circ} 07' 49''$ East, 91.76 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point;

Thence, North $56^{\circ} 50' 53''$ East, 200.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for an angle point, the beginning of a curve;

Thence, 640.46 feet along the arc of a tangent curve to the right, having a radius of 1,950.00 feet, a central angle of $18^{\circ} 49' 06''$, and a chord which bears North $66^{\circ} 15' 26''$ East, 637.59 feet to a point for the west end of a radial cutback corner at the intersection of the aforementioned south right-of-way line of Tamarron Parkway and the west right-of-way line of Korsmans Landing Drive as shown on the aforementioned Tamarron Section 11, the beginning of a curve;

Thence, 40.11 feet along said cutback corner and along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of $91^{\circ} 56' 06''$, and a chord which bears South $58^{\circ} 21' 58''$ East, 35.95 feet to a point for the south end of said cutback corner on the west right-of-way line of said Korsmans Landing Drive;

Thence, South $12^{\circ} 23' 55''$ East, along the west right-of-way line of said Korsmans Landing Drive, 65.61 feet to a point for corner;

Thence, North $77^{\circ} 36' 05''$ East, 80.00 feet to a point on the east right-of-way line of said Korsmans Landing Drive;

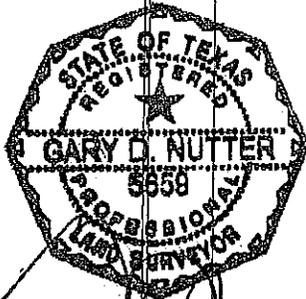
29.834 Acres

April 19, 2016
Job No. 1931-5503C.304

Thence, North 12° 23' 55" West, along the east right-of-way line of said Korsmans Landing Drive, 65.61 feet to a point for the south end of a radial cutback corner at the intersection of the aforementioned south right-of-way line of Tamarron Parkway and the east right-of-way line of said Korsmans Landing Drive, the beginning of a curve;

Thence, 40.11 feet along said cutback corner and along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 91° 56' 06", and a chord which bears North 33° 34' 08" East, 35.95 feet to a point for the east end of said cutback corner on the south right-of-way line of said Tamarron Parkway, the beginning of a compound curve;

Thence, 255.69 feet along the arc of a tangent curve to the right, having a radius of 1950.00 feet, a central angle of 07° 30' 46", and a chord which bears North 83° 17' 34" East, 255.51 feet to the POINT OF BEGINNING and containing 29.834 acres of land.



LJA Engineering, Inc.

2016026573
ELECTRONICALLY RECORDED
Official Public Records
3/16/2016 1:30 PM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 16 Fee: \$71.00

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

PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by SIENERGY, L.P., a Texas limited partnership, whose address is 3 Lakeway Centre Ct., Suite 110, Lakeway, Texas 78734, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, D.R. HORTON-TEXAS, LTD., a Texas limited partnership, whose address is 14100 SW Freeway, Suite 500, Sugar Land, Texas 77478 (herein called "Grantor") hereby GRANTS, SELLS and CONVEYS unto Grantee, an easement and right-of-way (the "Easement") for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route of, in whole or in part, a pipeline and the appurtenances thereto for the transportation of natural gas, together with such above ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other appurtenances as may be necessary for the operation of said line, over, across, under and upon that certain real property described on Exhibit A, attached hereto and incorporated herein by reference (the "Easement Tract").

The Easement herein conveyed shall be ten feet (10') in width, as described on Exhibit A, and used for the placement of Grantee's trunk line supplying the natural gas distribution system described in that certain Natural Gas System Development Agreement, dated August 18, 2014 (the "System Agreement"), under which Grantee has agreed to construct and develop said natural gas distribution system (the "System") within and serving Grantor's Tamarron residential development located in Fort Bend County, Texas (capitalized terms not otherwise defined herein shall have the meaning set forth in the System Agreement). The Easement granted hereby, together with the pipeline and appurtenant facilities located within the Easement Tract constitute a part of the System and are subject to Grantor's and Grantee's rights and obligations under the System Agreement, including without limitation sections 3.2, 3.5, 3.6, and 3.11 through 3.14 thereof.

In addition to the Easement hereby granted, Grantee shall also be entitled to use an additional fifteen feet (15') of Available Space as reasonably necessary for Grantee's construction, repair, or replacement activities in relation to each of the rights granted herein. The term "Available Space" shall mean up to an additional fifteen foot (15') strip of Grantor's land adjacent to the Easement Tract which is open and unoccupied by any structure at the time Grantee notifies Grantor of its intent to use such space in connection with the Easement. The Available Space shall be non-exclusive, intermittent in use, and shall be able to be utilized on either or both sides of the easement at the discretion of Grantee, but in no event shall the total additional width on either side of the easement exceed fifteen feet (15') when added together.

Grantor and Grantee further agreed as follows:

1. Grantee shall have the right to select the exact location of said pipeline within said Easement Tract, provided that said pipeline shall be buried at a depth of not less than thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground, drainage ditch, creeks and/or road, traversed by the said pipeline. During initial construction, the trenching shall be by double ditching done in such a manner so that the top twelve inches (12") of soil will be separated from the balance of the dirt removed in making the ditch or trench for installation of the pipeline. In backfilling after installation of the pipeline, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the ditch as top soil. Grantee shall take all reasonable steps to access the Easement within the boundaries of the Easement Tract. Where it is not reasonably possible for Grantee to access the Easement within such boundaries or by public right-of-way, Grantee shall have the right of ingress and egress over Grantor's adjacent or additional lands to the extent necessary to access the Easement; provided, however, that if Grantee determines it is necessary to use Grantor's adjacent lands for access, then Grantee shall exercise such ingress and egress rights as follows:

- a. Grantee shall first use those existing interior roadways, as designated by Grantor, which provide reasonable access from a public right-of-way to the easement area;
- b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the easement area, taking into account Grantor's existing uses of the adjacent lands and avoiding damages to such existing uses to the extent reasonably possible;
- c. In the event there is an impediment to access within the easement area which requires Grantee to get onto Grantor's adjacent lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent lands as is reasonably necessary to get around such impediment and back onto the easement area as soon as is reasonably practical.

A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

2. Grantor further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without the prior written approval of Grantee.
3. The aforesaid consideration includes any and all damages that may be sustained by the original construction of said pipeline and appurtenances, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction Grantee will pay to the owner of the land actual damages done to fences and other improvements by reason of entry to repair, maintain and remove said pipeline, or for any future construction.
4. Within the Easement Tract, Grantee shall have the right to trim, cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection

of said pipeline and to remove possible present or future hazards to such pipeline, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on said strip, and to prevent activities within the Easement Tract which, in the reasonable judgment of the Grantee, may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said pipeline and appurtenances.

5. In addition to any other rights stated herein, Grantor expressly retains the following rights:
- a. the right to grow and cultivate crops, graze cattle, and use for recreational purposes the Easement Tract, to the extent the same will not unreasonably interfere with Grantee's use of the Easement for the purposes herein granted;
 - b. the right to construct streets, roads, and alleyways which accommodate standard vehicular traffic across the Easement Tract at angles of not less than sixty degrees (60°), provided that spatial separation/clearance of not less than thirty-six inches (36") is maintained between the surface of such road and Grantee's pipeline;
 - c. the right to cross the permanent easement with underground utilities and buried communications cables provided they are installed parallel to grade and where feasible, cross underneath Grantee's pipeline, and if not, cross over Grantee's pipeline. In either case, said utilities or communications cables shall be installed with a minimum eighteen inches (18") spatial separation and cross at or near right angles relative to Grantee's pipeline but in no event less than a sixty degree (60°) angle; and
 - d. all of Grantor's rights, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) in, on, and under the Easement Tract; provided, however, that Grantor shall not drill or prospect for oil, gas, and other minerals from the surface of said Easement Tract, but Grantor will be permitted to extract oil, gas, and other minerals from and under said strip of land by directional drilling, mining, or other means, so long as Grantee's use of the Easement is not unreasonably disturbed, which shall include the right of Grantee to physical and/or lateral support for the pipeline, as well as the right that the pipeline shall not be endangered, obstructed, or interfered with by such operations.
6. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of three (3) years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.
7. Grantor and Grantee agree that the failure to assert any right under this Agreement shall not constitute a waiver of any other right hereunder. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Agreement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Agreement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Agreement has been negotiated by the parties, and this Agreement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above described easements and rights unto the said Grantee, and Grantee's successors and assigns, until terminated or abandoned as provided for herein. Grantor hereby

binds itself, its heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor and Grantee, and their respective heirs, legal representatives, successors and assigns; provided, however, that the warranty and obligations of Grantor herein shall in no event be binding upon the owner of a single-family residence within the Tamaron subdivision developed by Grantor.

GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR, D.R. HORTON, INC., AND ANY PARENT, SUBSIDIARY, OR AFFILIATE ENTITY OF GRANTOR AND/OR D.R. HORTON, INC., AND ALL EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, ATTORNEYS, AGENTS, AND REPRESENTATIVES OF GRANTOR, OF D.R. HORTON, INC., AND OF ANY PARENT, SUBSIDIARY, OR AFFILIATE ENTITY OF GRANTOR AND/OR D.R. HORTON, INC. (COLLECTIVELY, THE "GRANTOR PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY OF THE GRANTOR PARTIES, INCLUDING WITHOUT LIMITATION CLAIMS OF INJURY TO PROPERTY OR PERSON OR TO THE ENVIRONMENT, IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, GRANTEE'S USE OF THIS EASEMENT OR THE PIPELINE AND APPURTENANCES CONSTRUCTED THEREIN, WHETHER SUCH CLAIMS ARE BROUGHT AT LAW, IN EQUITY OR OTHERWISE.

[Signature pages to follow]

EXECUTED this 16th day of ~~February~~^{MARCH} 2016.

GRANTOR:

D.R. HORTON - TEXAS, LTD.,
a Texas limited partnership

By: **D.R. Horton, Inc.,**
a Delaware corporation,
its authorized agent

By: *[Signature]*
Name: Christopher Lindhorst
Title: President - Houston South Division

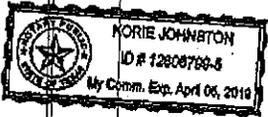
STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 16 day of MARCH 2016, by Christopher Lindhorst, President - Houston South Division, of D.R. Horton, Inc., a Delaware corporation, the authorized agent of D.R. Horton - Texas, Ltd., a Texas limited partnership known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.

[Signature]
Notary Public in and for the State of Texas

[NOTARY STAMP]

MORIE JOHNSON
(Type or Print Name)



GRANTEE:

SIENERGY, L.P.,
a Texas limited partnership

By: SIENERGY GP, LLC,
its general partner

By: [Signature]
Name: James M. Dwyer
Title: CEO

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8th day of March, 2016, by James M. Dwyer, the CEO of SIENERGY GP, LLC, the general partner of SIENERGY, L.P., a Texas limited partnership, known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.



[Signature]
Notary Public in and for the State of Texas
Dorene J. Ruggs
(Type or Print Name)

EXHIBIT A

[Attached hereto]

Exhibit A

February 18, 2016
Job No. 1931-1301DESCRIPTION OF
2.236 ACRES
10' GAS LINE EASEMENT

Being 2.236 acres of land located in the J. D. Vermillion Survey, Abstract 939 and the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of that certain called 686.0183 acre tract, (described as Tract 1) and a portion of that certain called 631.26 acre tract conveyed to D.R. Horton - Texas, LTD by an Instrument of record under File Number 2013000056 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), also being a portion of Reserve "A" of Tamarron Section 4 a subdivision of record in Plat Number 20140180, Plat Records of said Fort Bend County, Texas (F.B.C.P.R.), and portions of Reserves K and L of Tamarron Section 1 a subdivision of record in Plat Number 20140153, F.B.C.P.R., said 2.236 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

COMMENCING for reference at a 1-inch iron pipe found marking the common west corner of said 686.0183 acre tract, said point being in the east line of that certain called 473.246 acre tract conveyed to Dan J. Harrison, Jr. by an Instrument of record in Volume 526, Page 132, Deed Records of said Fort Bend County, Texas, (F.B.C.D.R.) and a southwest corner of that certain called 1352.43 acre tract conveyed to Fort Bend Jordan Ranch LP by an Instrument of record under File Number 2015027940, F.B.C.O.P.R., said point also being on the west line of said J. D. Vermillion Survey and the east line of the J.G. Bennett Survey, Abstract No. 611, from which a 1-inch iron pipe found marking the common west corner of said 686.0183 acre tract and the aforementioned 631.26 acre tract bears South $01^{\circ} 55' 13''$ East, 4,920.00 feet;

Thence, North $87^{\circ} 51' 36''$ East, departing the east line of said 473.246 acre tract and along the common line of said 686.0183 acre tract and said 1352.43 acre tract, 106.35 feet to the northwest corner and POINT OF BEGINNING of the herein described tract;

Thence, North $87^{\circ} 51' 36''$ East, continuing along said common line, 2,353.71 feet to a point for corner;

Page 1 of 5

K:\Project\1\SURVEY\1931\1301\Doc\10 # Gas Easmt 2.236 Ac M&B.doc

2.238 Acres

February 18, 2016
Job No. 1931-1301

Thence, South $01^{\circ} 03' 58''$ East, departing said common line, 1,162.80 feet to a point for corner;

Thence, South $76^{\circ} 01' 58''$ East, 319.44 feet to a point for corner;

Thence, South $01^{\circ} 43' 05''$ East, 2,365.75 feet to a point for corner;

Thence, South $25^{\circ} 25' 03''$ East, 523.61 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a non-tangent curve to the right at 711.89 feet pass the northwest corner of the aforementioned Reserve "A" of Tamarron Sec 4, and continuing along the north line of said Reserve "A", in all a total distance of 1,685.41 feet, said curve having a radius of 1,950.00 feet, a central angle of $49^{\circ} 31' 17''$, and a chord which bears South $69^{\circ} 08' 15''$ East, 1,633.43 feet to a point for corner;

Thence, South $18^{\circ} 55' 09''$ East, departing the north line of said Reserve "A", 177.90 feet to a point for corner on the east line of said Reserve "A", said point also being on the west right-of-way line of Tamarron Trace (100 feet wide) as shown on the aforementioned Tamarron Section 1;

Thence, South $32^{\circ} 01' 50''$ West, along the east line of Reserve "A" and the west right-of-way line of said Tamarron Trace, 72.19 feet to a point for corner;

Thence, South $57^{\circ} 58' 10''$ East, departing the east line of Reserve "A", and crossing Tamarron Trace, 110.09 feet to a point for corner, the beginning of a curve;

2.236 Acres

February 18, 2016
Job No. 1931-1301

Thence, along a line 10 feet east of and parallel to the east right-of-way line of said Tamarron Tract and its extension and along the west lines of Reserves "K" and "L" of said Tamarron Section 1, and 816.33 feet along the arc of a non-tangent curve to the left, having a radius of 1,330.00 feet, a central angle of $18^{\circ} 17' 49''$, and a chord which bears South $23^{\circ} 25' 30''$ West, 813.71 feet to a point for corner, the beginning of a compound curve;

Thence, continuing along a line 10 feet east of and parallel to the west line of Reserve "K" and its extension, 119.88 feet along the arc of a tangent curve to the left, having a radius of 1,330.00 feet, a central angle of $05^{\circ} 09' 49''$, and a chord which bears South $11^{\circ} 41' 41''$ West, 119.82 feet to a point for corner;

Thence, North $50^{\circ} 55' 30''$ East, along a line 10 feet south of and parallel to the south line of said Reserve "K", 226.56 feet to a point for corner, said point being on the southwest line of a meter station conveyed to SiEnergy by an Instrument of record in File Number 2015091125, F.B.C.O.P.R.;

Thence, South $39^{\circ} 33' 22''$ East, along the southwesterly line of said meter station, 10.00 feet to a point for corner;

Thence, South $50^{\circ} 55' 30''$ West, departing the southwesterly line of said meter station, 262.48 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a non-tangent curve to the right, at 29.73 feet pass the southwest corner of said Reserve "K", continuing along the west line of said Reserve "K" in all a total arc length of 148.87 feet, said curve having a radius of 1,340.00 feet, a central angle of $06^{\circ} 16' 16''$, and a chord which bears North $11^{\circ} 08' 28''$ East, 146.59 feet to a point for corner, the beginning of a compound curve;

2.236 Acres

February 16, 2016
Job No. 1891-1301

Thence, continuing along the west line of said Reserve "K" and along the arc of a tangent curve to the right, at 10.42 feet pass the common west corner of said Reserves "K" and "L" of said Tamarron Section 1, continuing along the west line of said Reserve "L" for a total distance of 609.42 feet, said curve having a radius of 1,940.00 feet, a central angle of $17^{\circ} 59' 55''$, and a chord which bears North $23^{\circ} 16' 33''$ East, 606.92 feet to a point for corner;

Thence, North $57^{\circ} 58' 10''$ West, departing the northwest line of said Reserve "L" and crossing the aforementioned right-of-way of Tamarron Trace, 110.02 feet to a point for corner;

Thence, North $32^{\circ} 01' 50''$ East, along a line 10 feet west of and parallel to the west right-of-way line of said Tamarron Trace and the aforementioned east line of Reserve "A" of said Tamarron Section 4, 77.64 feet to a point for corner;

Thence, North $16^{\circ} 55' 09''$ West, 168.95 feet to a point for corner, the beginning of a curve;

Thence, along a line 10 feet south of and parallel to the north line of said Reserve "A" and along the arc of a non-tangent curve to the left, at 912.04 feet pass the west line of said Reserve "A", and continuing for a total distance of 1,682.11 feet, said curve having a radius of 1,940.00 feet, a central angle of $49^{\circ} 40' 45''$, and a chord which bears South $89^{\circ} 18' 46''$ East, 1,629.91 feet to a point for corner;

Thence, North $25^{\circ} 25' 03''$ West, 535.47 feet to a point for corner;

Thence, North $01^{\circ} 43' 05''$ West, 2,360.27 feet to a point for corner;

Thence, North $78^{\circ} 01' 56''$ West, 319.53 feet to a point for corner;

Thence, North $01^{\circ} 03' 58''$ West, 1,180.28 feet to a point for corner;

2.238 Acres

February 18, 2016
Job No. 1931-1301

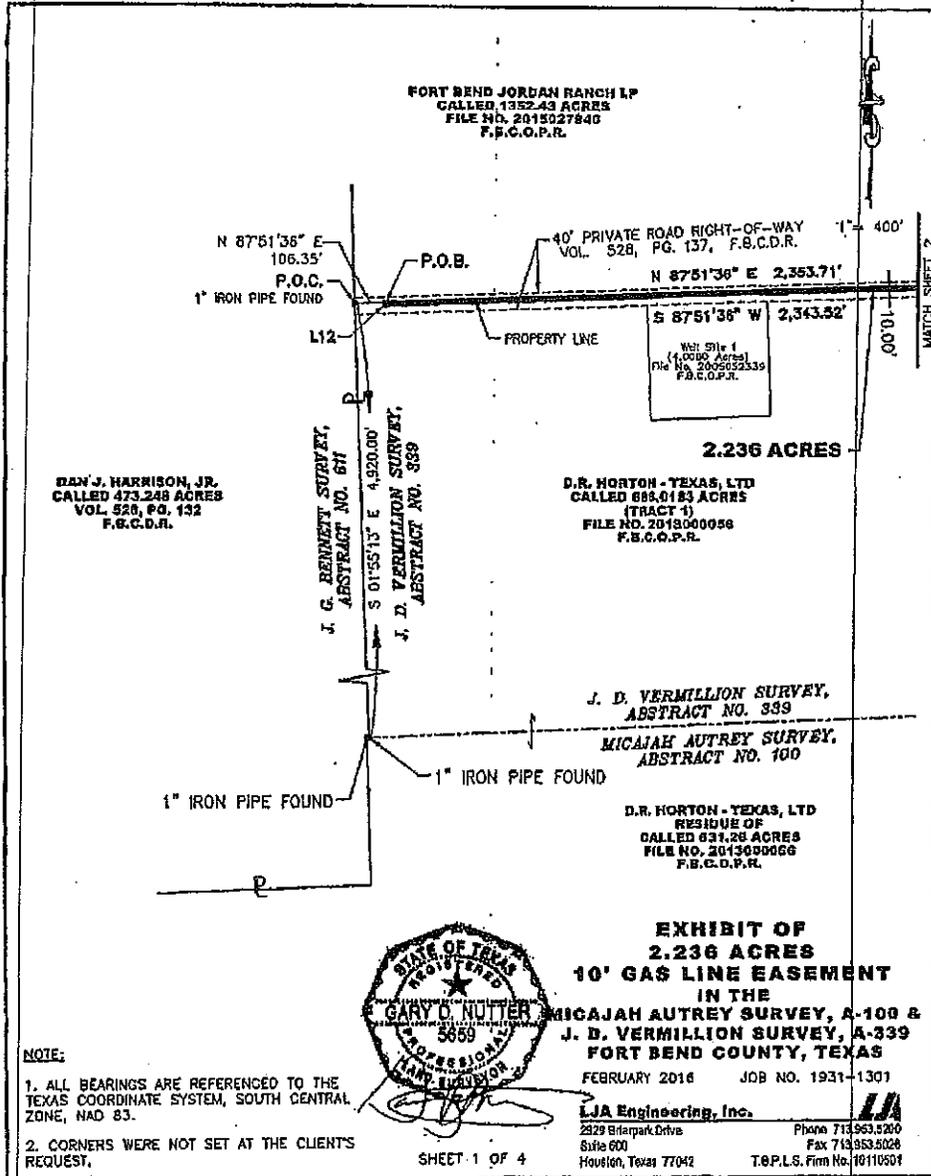
Thence, South 87° 51' 36" West, along a line 10 feet south of and parallel to the
aforementioned common line of said 686.0183 acre tract and said 1352.43 acre tract, 2,343.52
feet to a point for corner;

Thence, North 02° 08' 24" West, 10.00 feet to the POINT OF BEGINNING and
containing 2.238 acres of land.

The corner monuments were not set at the client's request.

LJA Engineering, Inc.





FORT BEND JORDAN RANCH LP
 CALLED 1352.43 ACRES
 FILE NO. 2015027840
 F.B.C.O.P.R.

N 87°51'36" E
 106.35'
 P.O.C.
 1" IRON PIPE FOUND

40' PRIVATE ROAD RIGHT-OF-WAY
 VOL. 52B, PG. 137, F.B.C.D.R.

N 87°51'36" E 2,353.71'

S 87°51'36" W 2,343.52'

Vol. 511 p. 1
 (4,000 Acres)
 File No. 2005022539
 F.B.C.O.P.R.

2.236 ACRES

DAN J. HARRISON, JR.
 CALLED 473.248 ACRES
 VOL. 52B, PG. 132
 F.B.C.D.R.

D.R. HORTON - TEXAS, LTD
 CALLED 686.0183 ACRES
 (TRACT 1)
 FILE NO. 2013000056
 F.B.C.O.P.R.

J. G. BENNETT SURVEY,
 ABSTRACT NO. 611
 S 01°55'15" E 4,920.00'

J. D. VERMILLION SURVEY,
 ABSTRACT NO. 339

J. D. VERMILLION SURVEY,
 ABSTRACT NO. 339

MICAJAH AUTREY SURVEY,
 ABSTRACT NO. 100

1" IRON PIPE FOUND

1" IRON PIPE FOUND

D.R. HORTON - TEXAS, LTD
 RESIDUE OF
 CALLED 631.28 ACRES
 FILE NO. 2013690066
 F.B.C.O.P.R.

**EXHIBIT OF
 2.236 ACRES
 10' GAS LINE EASEMENT**

**IN THE
 MICAJAH AUTREY SURVEY, A-100 &
 J. D. VERMILLION SURVEY, A-339
 FORT BEND COUNTY, TEXAS**

FEBRUARY 2016 JOB NO. 1931-1301

LJA Engineering, Inc.
 2829 Briarpark Drive Phone 713.963.5200
 Suite 600 Fax 713.953.5028
 Houston, Texas 77042 T&P L.S. Firm No. 10110901



NOTE:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 76°01'56" E	319.44'
L2	S 16°55'09" E	177.90'
L3	S 32°01'50" W	72.19'
L4	S 67°58'10" E	110.00'
L5	N 50°55'30" E	228.58'
L6	S 39°04'25" E	10.00'
L7	S 60°55'29" W	252.36'
L8	N 57°58'10" W	110.02'
L9	N 32°01'50" E	77.64'
L10	N 16°55'09" W	168.85'
L11	N 76°01'56" W	319.83'
L12	N 02°08'24" W	10.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1930.00'	616.33'	18°17'49"	S 23°25'30" W	613.71'
C2	1330.00'	119.86'	5°09'49"	S 11°41'41" W	119.82'
C3	1340.00'	145.67'	6°16'16"	N 11°08'28" E	146.59'
C4	1940.00'	609.42'	17°59'55"	N 23°18'33" E	606.92'

**EXHIBIT OF
2.236 ACRES
10' GAS LINE EASEMENT
IN THE
MICAJAH AUTREY SURVEY, A-100 &
J. D. VERMILLION SURVEY, A-339
FORT BEND COUNTY, TEXAS**

FEBRUARY 2018 JOB NO. 1931-1301

LJA Engineering, Inc.
2929 Briarpark Drive Phone 713.553.5200
Suite 600 Fax 713.553.5026
Houston, Texas 77042 T.B.P.L.S. Firm No. 10110601

NOTE:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

2. CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.

SHEET 4 OF 4

2016026573 2016026573 2.236 ac 10' Gas Line Easement 2/19/2018

1. Pipeline and Surface Site Easements. Horton hereby GRANTS, BARGAINS, SELLS and CONVEYS unto NGPL, its successors and assigns, a permanent, non-exclusive pipeline right-of-way easement, being approximately ten feet (10') wide and 113.01 feet in length (the "Pipeline Easement"), together with two (2) ten by ten foot (10' X 10') surface site easements (the "Surface Sites"), on, in, over, under, through and across that certain land in Fort Bend County, Texas, as shown on Exhibit A attached hereto and made a part hereof, for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning to other gas utilities or to common carriers, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing thereon a pipeline, together with such appurtenant equipment and facilities as from time to time reasonably determined by NGPL to be necessary or desirable in connection with the use and convenient operation of the pipeline, for the transportation of natural gas and associated substances, including but not limited to taps, valves, regulators, meter stations and dehydration facilities together with such other equipment and facilities reasonably deemed necessary (all such appurtenant equipment and facilities are collectively referred to herein as the "Facilities"). The description of the Pipeline Easement, the Surface Sites, and the Meter and Regulator Station (identified thereon as "Proposed Facility") are described in Exhibit A attached hereto and made a part hereof for all purposes. The Pipeline Easement, the Surface Sites, and the Temporary Construction Easement (defined below) may be collectively referred to herein as the "Easements".

2. Temporary Construction Easement. Horton hereby GRANTS, BARGAINS, SELLS and CONVEYS unto NGPL, its successors and assigns, temporary construction easements (collectively the "Temporary Construction Easement"), running along and extending fifteen feet (15') beyond the boundaries of the Pipeline Easement and the Surface Sites, for the use and occupancy by NGPL, its agents, employees, contractors and subcontractors, but only in connection with and during the original construction of the Pipeline and Facilities within and on the Pipeline Easement and the Surface Sites. The Temporary Construction Easement shall automatically terminate and revert to Horton, free and clear of any right, title or interest of NGPL (or its agents, employees, contractors and subcontractors) upon the completion of the original construction of the Pipeline on the Easements, and shall in any event automatically terminate no later than one year after the Effective Date. The description of the Temporary Construction Easement, and the land out of which the same is being acquired, are contained in Exhibit A attached hereto and made a part hereof for all purposes.

3. Pipeline and Facilities are part of System. The Pipeline, Facilities, and Easements granted hereby are essential to the development and use of the System by SiEnergy, and Horton and SiEnergy hereby covenant and agree that such Pipeline, Facilities, and Easements constitute a part of the System and are subject to the parties' rights and obligations under the System Development Agreement, including without limitation sections 3.2, 3.5, 3.6, and 3.11 through 3.14 thereof.

4. NGPL shall have the right of ingress and egress reasonably necessary to carry out the purposes of this Agreement. Such right of ingress and egress shall be limited and confined to the boundaries of the Pipeline Easement and Surface Sites, and to the boundaries of the Temporary Construction Easement while such Temporary Construction Easement remains in effect.

5. NGPL shall also have the right of assignability as provided in this paragraph. Accordingly, NGPL and NGPL's successors and assigns, have the right to assign or transfer the Pipeline Easement and/or Surface Sites to other gas utilities or to common carriers, provided that such assignee(s) shall continue to operate the pipeline on the Pipeline Easement and Surface Sites as a common carrier and in accordance with this Agreement.

6. NGPL shall have the right to cathodically protect the pipeline within the boundaries of the Pipeline Easement and/or Surface Sites, and to install and maintain vent pipes and cathodic protection devices, power poles and test leads within the boundaries of the Pipeline Easement and Surface Sites and to install above pipeline markers at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. The Pipeline and Facilities shall be maintained in good condition and repair, and in compliance with all applicable governmental laws and regulations. All surface Facilities shall be regularly painted in neutral colors reasonably acceptable to Horton and consistent with the overall aesthetic of the Tamarron development.

7. Horton shall not construct or permit the construction within the boundaries of the Pipeline Easement and/or Surface Sites, and NGPL shall have the right to prevent the construction within the boundaries of the Pipeline Easement and/or Surface Sites, and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth, except as herein provided for in subparagraphs (2) and (3) of Paragraph 11 hereof. NGPL shall provide prior notice to Horton and SiEnergy prior to taking such removal actions, unless immediate removal is necessary because the encroachment constitutes a threat to health and safety. Subject to NGPL's prior written approval, not to be unreasonably withheld, Horton and/or SiEnergy shall have the right to construct or erect visual and/or sound buffering cover around the Surface Sites which do not unreasonably interfere with NGPL's use of the Surface Sites or Pipeline Easement.

8. The pipeline originally constructed by NGPL within the boundaries of the Pipeline Easement and Surface Sites shall be six inches (6") in inside pipe diameter and buried, at the time of original construction, to a minimum depth of thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground, drainage ditch, creeks and/or road, traversed by the said pipeline. During initial construction the trenching shall be by double ditching done in such a manner so that the top twelve inches (12") of soil will be separated from the balance of the dirt removed in making the ditch or trench for installation of the pipeline. In backfilling after installation of the pipeline, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the ditch as top soil.

9. Following the completion of the original construction of the pipeline and appurtenant equipment and Facilities, on the Easement and/or Surface Sites, and following any future construction or other activities by NGPL on the Easement and/or Surface Sites, and as a continuing obligation, NGPL will fill, grade and level the surface of the Easement, Surface Sites and Temporary Construction Easement (following completion of the original construction) so that the surface thereof shall be restored as near as reasonably practical to its original level and grade. Following the completion of the original construction of the pipeline and equipment and facilities on the Easement and Surface Sites, and following any future construction or other activities by NGPL, on the Easement and/or Surface Sites, and as a continuing obligation, NGPL agrees to remove any debris and trash, introduced by NGPL, from the surface of the Easement, Surface Sites and Temporary Construction Easement (following completion of original construction).

10. In the event that NGPL, after the original construction of the pipeline and appurtenant equipment and facilities on the Easement and/or Surface Sites, shall thereafter perform any future construction or conduct other activities on the Easement and/or Surface Sites, NGPL agrees to pay Horton, and its successors and assigns (including the Tamarron homeowner's association ("HOA")) for all damages to the property or improvements of Horton or HOA permitted to be located on the Easement and/or Surface Sites by the terms hereof, and caused by NGPL or its agents, servants, employees, contractors or subcontractors in performing such future construction or other activity on the Easement and/or Surface Sites,

provided, however, NGPL shall have the right, from time to time and with advance notice to Horton and SiEnergy when possible, to cut all trees and/or undergrowth that in NGPL's judgment may injure, endanger, or interfere with the exercise of NGPL of the rights and privileges herein granted. NGPL shall not be liable for damages caused on the Easement and/or Surface Sites by keeping the Easement and Surface Sites clear of trees or undergrowth.

11. In the event it becomes necessary for NGPL, in connection with the original construction of the pipeline and appurtenant equipment and facilities within the boundaries of the Easement and Surface Sites, to cut any fences, NGPL, before cutting such fence or fences, shall first set brace posts and attach all existing wires to such brace posts before cutting any such fence or fences, the purpose of which is to prevent the wire fences from slackening or sagging due to NGPL's operations or activities in or upon the Easement, Surface Sites or Temporary Construction Easement. In this connection, NGPL shall use wire gaps or temporary gates during original construction activities sufficient to prevent cattle or livestock from entering or leaving Horton's property. After the original construction is completed, NGPL, in connection with the Temporary Construction Easement shall remove its wire gaps or temporary gates thereon, and restore the fences on the Temporary Construction Easement to as good a condition as the same were in immediately prior to NGPL's cutting of said fences, and in connection with the Easement and Surface Sites, NGPL shall either install gates in the place of the wire gaps or temporary gates thereon, or shall remove its wire gaps or temporary gates thereon, and restore the fences to as good a condition as the same were in immediately prior to NGPL's cutting of said fences. NGPL installs any gates or fences located within the boundaries of the Easement and/or Surface Sites, NGPL will provide the means for Owner to also use such gates; provided, however, that NGPL shall not fence or block ingress and egress over the Pipeline Easement permitted under Section 12 below. NGPL shall have the right to use any gates located within the boundaries of the Easement and Surface Sites, in all fences that may exist, now or in the future, within the boundaries of the Easement and Surface Sites. NGPL shall have no right to fence the boundaries of the Easement or otherwise enclose the Easement.

12. NGPL does not acquire by this Agreement and the Easements granted hereby, but expressly takes subject to, and Horton hereby reserves and retains for itself and its successors and assigns, each and all of the following rights in and to the land covered by the Easements:

(i) There shall be reserved to Horton all oil, gas, sulphur, uranium, fissional materials, and other minerals under the surface of the Pipeline Easement and/or Surface Sites to be acquired herein; provided, however, that Horton shall not be permitted to explore, drill, mine, produce or operate for oil, gas, sulphur, uranium, fissional materials, and other minerals on the surface of the Easement and/or Surface Sites, but will be permitted to extract oil, gas, sulphur, uranium, fissional materials, and other minerals from under the Easement and/or Surface Sites by directional drilling or other means, from land located outside the boundary of the Easement and/or Surface Sites, so long as NGPL's use of the Easement and Surface Sites for the purposes set forth herein is not disturbed and the pipeline and equipment and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with;

(ii) The right to pass back and forth across the Pipeline Easement and/or Surface Sites on foot or in vehicles; the right to plant, grow and harvest crops, excluding fruit or nut producing trees, and gardens thereon; the right to landscape and graze livestock on the Pipeline Easement and/or Surface Sites; and the right to use the Pipeline Easement and/or Surface Sites for recreational purposes;

(iii) The right to construct, maintain, repair and operate pipelines, fences, roads, streets, alleys, sidewalks, bridges, underground communication conduits, electric transmission and

distribution lines, telephone lines, gas, water, drainage and sewer pipeline, and other similar utilities, across the Pipeline Easement and/or Surface Sites at an angle of not less than seventy-five degrees (75°) to the pipeline; provided, however, in connection with the Owner's exercise of any of the rights so reserved to Owner in subparagraphs (2) and (3) of Paragraph 11, Owner shall exercise any and all such rights so reserved in such a manner so that (i) NGPL's pipeline and equipment and facilities located on the Easement and/or Surface Sites shall not be endangered, obstructed, injured or interfered with; (ii) NGPL's access to the Easement and/or Surface Sites and its pipeline and equipment and facilities located thereon is not interfered with; (iii) NGPL shall not be prevented from traveling within and along the entire length of the Easement and Surface Sites on foot or in vehicles or machinery; (iv) the pipeline is left with a sufficient amount of cover so as to comply with any and all applicable laws or regulations and good industry practice; (v) the pipeline is left with proper, sufficient and permanent support; and (vi) Kinder Morgan's use of the Easement and/or Surface Sites for the purposes set forth herein is not unreasonably interfered with.

13. Subject to the terms hereof, NGPL shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Pipeline Easement and Surface Sites for the purposes stated herein.

14. This Agreement fully sets forth the terms and conditions of the Pipeline Easement, Surface Sites and Temporary Construction Easement. There are no oral or other written agreements between the Horton and NGPL which modify, alter or amend this Agreement.

15. The Internal Revenue Code provides that a grantee of a real property interest in this county must withhold tax if the grantor is a foreign person. Horton represents and warrants to NGPL that it is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

16. This instrument may be executed in multiple counterparts each of which shall constitute an original and all of which when taken together shall constitute but one and the same instrument.

17. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

18. NGPL HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO HORTON), SAVE AND HOLD HARMLESS HORTON, D.R. HORTON, INC., AND ANY PARENT, SUBSIDIARY, OR AFFILIATE ENTITY OF HORTON AND/OR D.R. HORTON, INC. AND ALL EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, ATTORNEYS, AGENTS, AND REPRESENTATIVES OF HORTON, OF D.R. HORTON, INC., AND OF ANY PARENT, SUBSIDIARY, OR AFFILIATE ENTITY OF HORTON AND/OR D.R. HORTON, INC. (COLLECTIVELY, THE "HORTON PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST HORTON OR ANY OF THE HORTON PARTIES, INCLUDING WITHOUT LIMITATION CLAIMS OF INJURY TO PROPERTY OR PERSON OR TO THE ENVIRONMENT, IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, NGPL'S USE OF THE PIPELINE EASEMENT, SURFACE SITES, OR TEMPORARY CONSTRUCTION EASEMENT, WHETHER SUCH CLAIMS ARE BROUGHT AT LAW, IN EQUITY OR OTHERWISE.

[Signature Page Follows]

AS PER ORIGINAL

EXECUTED this 1st day of MARCH 2016.

HORTON:

D.R. HORTON - TEXAS, LTD.,
a Texas limited partnership

By: **D.R. Horton, Inc.,**
a Delaware corporation,
its authorized agent

By: [Signature]
Name: Jonathan Woodruff
Title: Asst. VP -- Houston South Division

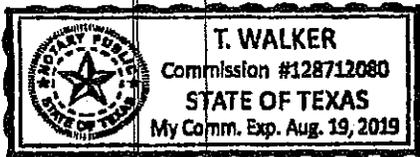
STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 1 day of MARCH, 2016, by Christopher Lindhorst, President – Houston South Division, of D.R. Horton, Inc., a Delaware corporation, the authorized agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.

[Signature]
Notary Public in and for the State of Texas

[NOTARY STAMP]

T. WALKER
(Type or Print Name)



RETURN TO:
Kinder Morgan, Inc.
Attn: Shanetra V. Randle
1001 Louisiana St. Suite# 1475D
Houston, TX 77002

SIENERGY:

SIENERGY, L.P.,
a Texas limited partnership

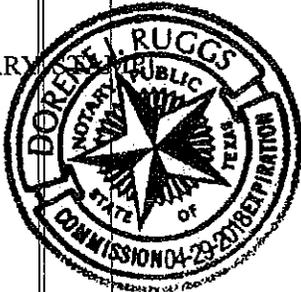
By: SiEnergy GP, LLC,
its general partner

By: [Signature]
Name: Daniel F Pope
Title: Director of Business Development

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of Feb, 2016, by Daniel F. Pope, the Director of Business Development of SiEnergy GP, LLC, the general partner of SiEnergy, L.P., a Texas limited partnership, known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.

[NOTARY



[Signature]
Notary Public in and for the State of Texas

Dorene J. Ruggs
(Type or Print Name)

NGPL:

NATURAL GAS PIPELINE COMPANY OF AMERICA LLC,
a Delaware limited liability company

By: [Signature] AMP
Name: JOHNNY MCGEE
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17 day of MARCH 2016, by JOHNNY MCGEE, the VICE PRESIDENT of Natural Gas Pipeline Company of America LLC, a Delaware limited liability company, known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.



[Signature]
Notary Public in and for the State of Texas
FRED M Taylor Jr
(Type or Print Name)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

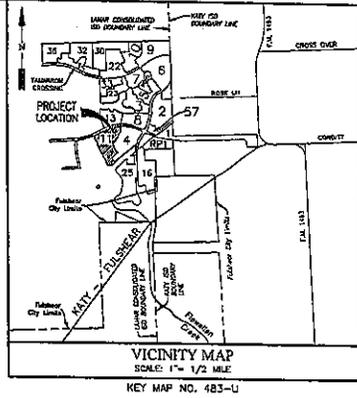
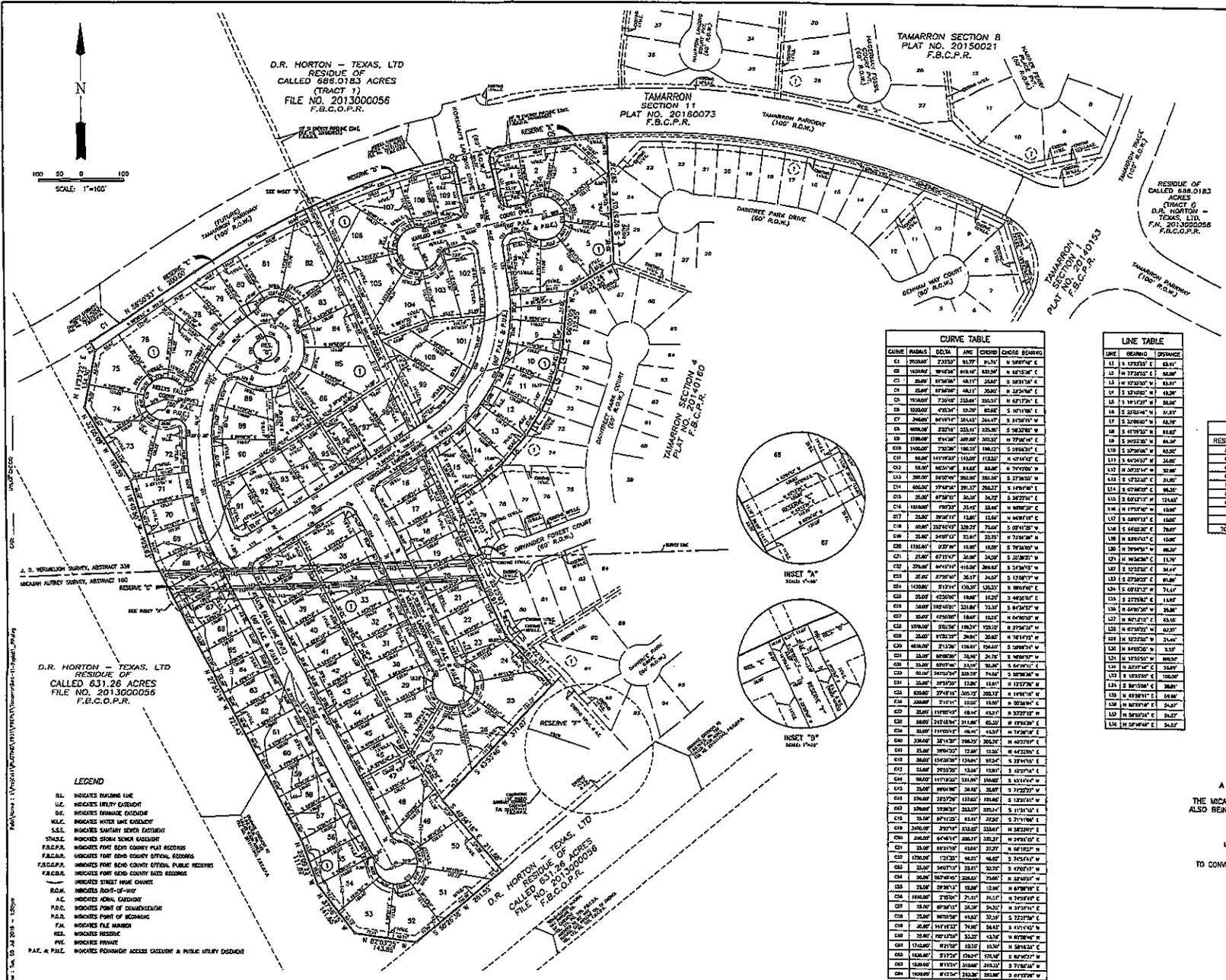
Laura Richard, County Clerk
Fort Bend County, Texas

March 28, 2016 03:34:08 PM

FEE: \$43.00 ER
EASEMENT

2016030739





CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C2	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C3	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C4	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C5	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C6	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C7	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C8	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C9	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C10	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C11	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C12	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C13	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C14	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C15	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C16	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C17	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C18	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C19	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C20	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C21	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C22	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C23	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C24	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C25	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C26	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C27	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C28	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C29	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C30	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C31	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C32	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C33	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C34	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C35	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C36	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C37	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C38	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C39	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C40	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C41	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C42	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C43	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C44	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C45	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C46	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C47	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C48	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C49	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C50	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C51	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C52	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C53	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C54	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C55	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C56	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C57	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C58	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C59	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C60	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C61	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C62	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C63	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C64	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C65	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C66	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C67	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C68	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C69	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C70	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C71	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C72	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C73	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C74	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C75	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C76	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C77	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C78	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C79	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C80	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C81	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C82	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C83	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C84	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C85	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C86	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C87	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C88	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C89	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C90	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C91	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C92	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C93	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C94	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C95	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C96	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C97	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C98	100.000'	72.000'	100.000'	100.000'	N 89.000° W
C99	100.000'	72.000'	100.000'	100.000'	S 89.000° E
C100	100.000'	72.000'	100.000'	100.000'	N 89.000° W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 12.000° E	50.000'
L2	N 77.000° E	50.000'
L3	N 12.000° W	50.000'
L4	S 77.000° W	50.000'
L5	S 12.000° W	50.000'
L6	S 77.000° W	50.000'
L7	S 12.000° W	50.000'
L8	S 77.000° W	50.000'
L9	S 12.000° W	50.000'
L10	S 77.000° W	50.000'
L11	S 12.000° W	50.000'
L12	S 77.000° W	50.000'
L13	S 12.000° W	50.000'
L14	S 77.000° W	50.000'
L15	S 12.000° W	50.000'
L16	S 77.000° W	50.000'
L17	S 12.000° W	50.000'
L18	S 77.000° W	50.000'
L19	S 12.000° W	50.000'
L20	S 77.000° W	50.000'
L21	S 12.000° W	50.000'
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L23	S 12.000° W	50.000'
L24	S 77.000° W	50.000'
L25	S 12.000° W	50.000'
L26	S 77.000° W	50.000'
L27	S 12.000° W	50.000'
L28	S 77.000° W	50.000'
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L53	S 12.000° W	50.000'
L54	S 77.000° W	50.000'
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L58	S 77.000° W	50.000'
L59	S 12.000° W	50.000'
L60	S 77.000° W	50.000'
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L69	S 12.000° W	50.000'
L70	S 77.000° W	50.000'
L71	S 12.000° W	50.000'
L72	S 77.000° W	50.000'
L73	S 12.000° W	50.000'
L74	S 77.000° W	50.000'
L75	S 12.000° W	50.000'
L76	S 77.000° W	50.000'
L77	S 12.000° W	50.000'
L78	S 77.000° W	50.000'
L79	S 12.000° W	50.000'
L80	S 77.000° W	50.000'
L81	S 12.000° W	50.000'
L82	S 77.000° W	50.000'
L83	S 12.000° W	50.000'
L84	S 77.000° W	50.000'
L85	S 12.000° W	50.000'
L86	S 77.000° W	50.000'
L87	S 12.000° W	50.000'
L88	S 77.000° W	50.000'
L89	S 12.000° W	50.000'
L90	S 77.000° W	50.000'
L91	S 12.000° W	50.000'
L92	S 77.000° W	50.000'
L93	S 12.000° W	50.000'
L94	S 77.000° W	50.000'
L95	S 12.000° W	50.000'
L96	S 77.000° W	50.000'
L97	S 12.000° W	50.000'
L98	S 77.000° W	50.000'
L99	S 12.000° W	50.000'
L100	S 77.000° W	50.000'

RESERVE TABLE

RESERVE	ACREAGE	SOFT.	TYPE
A	0.318	3,402	RESTRICTED TO LANDSCAPE/OPEN SPACE/PIPELINE
B	0.142	2,942	RESTRICTED TO OPEN SPACE
C	0.154	2,525	RESTRICTED TO LANDSCAPE/OPEN SPACE/PIPELINE
D	0.100	2,244	RESTRICTED TO LANDSCAPE/OPEN SPACE/PIPELINE
E	0.271	11,813	RESTRICTED TO LANDSCAPE/OPEN SPACE
F	0.236	10,810	RESTRICTED TO OPEN SPACE/PIPELINE
G	0.156	2,423	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	1.497	53,873	

TAMARRON SECTION 11
PARTIAL REPLAT NO. 1
 A SUBDIVISION OF 28.834 ACRES OF LAND SITUATED IN THE
 J.D. VERMILION SURVEY, ABSTRACT 339 AND
 THE MCCLAIN AUSTREY SURVEY, ABSTRACT 100, FORT BEND COUNTY, TEXAS,
 ALSO BEING A PARTIAL REPLAT OF TAMARRON SECTION 11, AS RECORDED IN
 PLAT NO. 20150021, F.B.C.P.R.
 100 LOTS 7 RESERVES (1,462 ACRES) 1 BLOCK
 MAY 31, 2016 JOB NO. 1931-0503C-310
 REASON FOR REPLAT:
 TO CONVERT PUBLIC STREETS TO PRIVATE STREETS AND REMOVE TWO RESERVES.
 OWNERS:
D.R. HORTON-TEXAS, LTD.
 A TEXAS LIMITED PARTNERSHIP
 CHRIS LINCHORST, PRESIDENT
 14100 SOUTHWEST FREEWAY, SUITE 500, SUGAR LAKE, TEXAS 77478
 (281) 586-2100
 ENGINEER/SURVEYOR:
LJA Engineering, Inc.
 2020 Marquet Drive Phone 713.853.5200
 Suite 600 Fax 713.853.5600
 Houston, Texas 77042 ER06-1

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat

Tamarron Section 26/ Preliminary Plat

City Engineer Review

Reviewed

See Attached Letter

Y:

DATE:

Building Official Review

Reviewed

Returned for additional data

Date: 6-13-2016

KK

Planning Commission Review

Approved

Returned for additional data

DATE:

7-11-2016

Council Review

Approved

Returned for additional data

DATE:



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

RECEIVED
 City of Fulshear
 JUN 13 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: June 13, 2016 Date Received by the City of Fulshear: June 13, 2016

Subdivision: Tamarron Sec. 26 Development: Tamarron

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Replat Amending Plat
 Final Vacation Plat
 Short Form Final Admin. (Minor) Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential
 Planned Development
 Zero Lot Line/ Patio Home
 Commercial
 Multi-Family Residential
 Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 23.294 Acres of land in the J.D. Vermillion Survey, A-339 & A.G. Sharpless Survey, A-322 Fort Bend County, Texas

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 23.294
 Number of Streets: 5
 Number of Lots: 70
 Number and Types of Reserves: 3 - Landscape/ Open space/ Detention
 Total Acres in Reserve: 8.138

Owner: D.R. Horton-Texas, Ltd.
 Address: 14100 Southwest Freeway, Suite 500
 City/State: Sugar Land, Texas 77478
 Telephone: 281-566-2100
 Email Address: clindhurst@drhorton.com

Engineer/Planner: LJA Engineering, Inc.
 Contact Person: Vanessa Piedra
 Telephone: 713-953-5044
 Fax Number: 713-953-5206
 Email Address: vpiedra@ljaengineering.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,036.18</u>
Park Fees (due at Final Plat Application)	<u>N/A</u>

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Vanessa Piedra

06/13/2016

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346 -1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarron Section 38/ Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

Y: _____ DATE: _____

Building Official Review

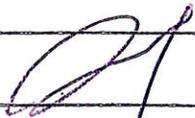
Reviewed
 Returned for additional data

Date: 6-13-2016

Planning Commission Review

Approved
 Returned for additional data

KP



DATE: 7-11-2016

Council Review

Approved
 Returned for additional data

DATE: _____



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



Subdivision/Development Platting Application

Date: June 13, 2016 Date Received by the City of Fulshear: June 13, 2016
 Subdivision: Tamarron Sec. 38 Development: Tamarron

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Replat Amending Plat
 Final Vacation Plat
 Short Form Final Admin. (Minor) Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential
 Planned Development
 Zero Lot Line/ Patio Home
 Commercial
 Multi-Family Residential
 Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 26.902 Acres of land in the A.G. Sharpless Survey, A-322 Fort Bend County, Texas

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 26.902
 Number of Streets: 2
 Number of Lots: 58
 Number and Types of Reserves: 4 - Pipeline/ Open space/ Detention
 Total Acres in Reserve: 14.924

Owner: D.R. Horton-Texas, Ltd.
 Address: 14100 Southwest Freeway, Suite 500
 City/State: Sugar Land, Texas 77478
 Telephone: 281-566-2100
 Email Address: clindhorst@drhorton.com

Engineer/Planner: LJA Engineering, Inc.
 Contact Person: Vanessa Piedra
 Telephone: 713-953-5044
 Fax Number: 713-953-5206
 Email Address: vpiedra@ljaengineering.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,044.26</u> \$1,039.28
Park Fees (due at Final Plat Application)	<u>N/A</u>

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

SIGNATURE

Vanessa Piedra
 TYPED OR PRINTED NAME/TITLE

06/13/2016
 DATE

CITY OF FULSHEAR

Registration & Permit Department

PH: (281) 346-1796 (281) 346-2556 (fax) 30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarron Crossover Road / Street Dedication / Preliminary Plat

City Engineer Review

Reviewed

See Attached Letter

Y: _____ DATE: _____

Building Official Review

Reviewed

Returned for additional data

: _____ Date: 6-13-2016

KN

Planning Commission Review

Approved

Returned for additional data

 _____ DATE: 7-11-2016

Council Review

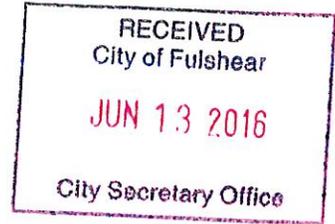
Approved

Returned for additional data

_____ DATE: _____



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



Subdivision/Development Platting Application

Date: June 13, 2016 Date Received by the City of Fulshear: June 13, 2016
 Subdivision: Tamarron Crossover Rd STD Development: Tamarron

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Replat Amending Plat
 Final Vacation Plat
 Short Form Final Admin. (Minor) Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential
 Planned Development
 Zero Lot Line/ Patio Home
 Commercial
 Multi-Family Residential
 Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 0.796 Acres of land in the A.G. Sharpless Survey, A-322 Fort Bend County, Texas

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 0.796
 Number of Streets: 1
 Number of Lots: 0
 Number and Types of Reserves: 0
 Total Acres in Reserve: 0

Owner: D.R. Horton-Texas, Ltd.
 Address: 14100 Southwest Freeway, Suite 500
 City/State: Sugar Land, Texas 77478
 Telephone: 281-566-2100
 Email Address: clindhorst@drhorton.com

Engineer/Planner: LJA Engineering, Inc.
 Contact Person: Vanessa Piedra
 Telephone: 713-953-5044
 Fax Number: 713-953-5206
 Email Address: vpiedra@ljaengineering.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>509.95</u>
Park Fees (due at Final Plat Application)	<u>N/A</u>

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

SIGNATURE
 Vanessa Piedra TYPED OR PRINTED NAME/TITLE
 06/13/2016 DATE

**SIGNAGE
APPROVAL/DISAPPROVAL FORM**

REQUESTOR: DHK Development / Fulshear Run / Phase 2

ADDRESS OF PREMISES AFFECTED: MASTER SIGN PLAN

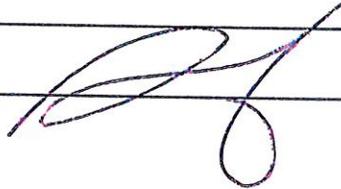
PLANNING AND ZONING COMMISSION REVIEW

GRANTED

DENIED

RETURNED FOR ADDITIONAL DATA

BY: _____



DATE: _____

7-11-2016

CITY COUNCIL REVIEW

GRANTED

DENIED

BY: _____

DATE: _____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: Fulshear Run Master Sign Plan	
DATE SUBMITTED: June 17, 2016	DEPARTMENT: Building Services
PREPARED BY: DHK	PRESENTER: Ernesto Alfaro
SUBJECT: Fulshear Run Master Sign Plan	
ATTACHMENTS: YES	
EXPENDITURE REQUIRED:	\$0
AMOUNT BUDGETED:	\$0
ACCOUNT NO.:	
ADDITIONAL APPROPRIATION REQUIRED:	\$0
ACCOUNT NO.:	

EXECUTIVE SUMMARY

2nd Phase of signs for Fulshear Run to be added to the Master Sign Plan, in the application they show the approx. locations of each sign along with a photo of what the signs will look like. These are amenity identification, trail identification and a 2nd entrance to the subdivision.

RECOMMENDATION

These signs meet our sign guidelines and staff recommends approval.

Fulshear Run – Phase 2 Sign Master Plan

Submitted to City of Fulshear

June 17, 2016

Prepared by



Land Planning • Landscape Architecture

1900 West Loop South
Studio 1900
Houston, Texas 77027
713.787.0719

Project Code: DHK201

Project Name: Fulshear Run

Sign Type Legend

1. Facility Identification Type 2
Sign Type: FI-2
2. Trail Crossing
Sign Type: TRC
3. Trail Head
Sign Type: TH
4. Amenity Area
Sign Type: AA

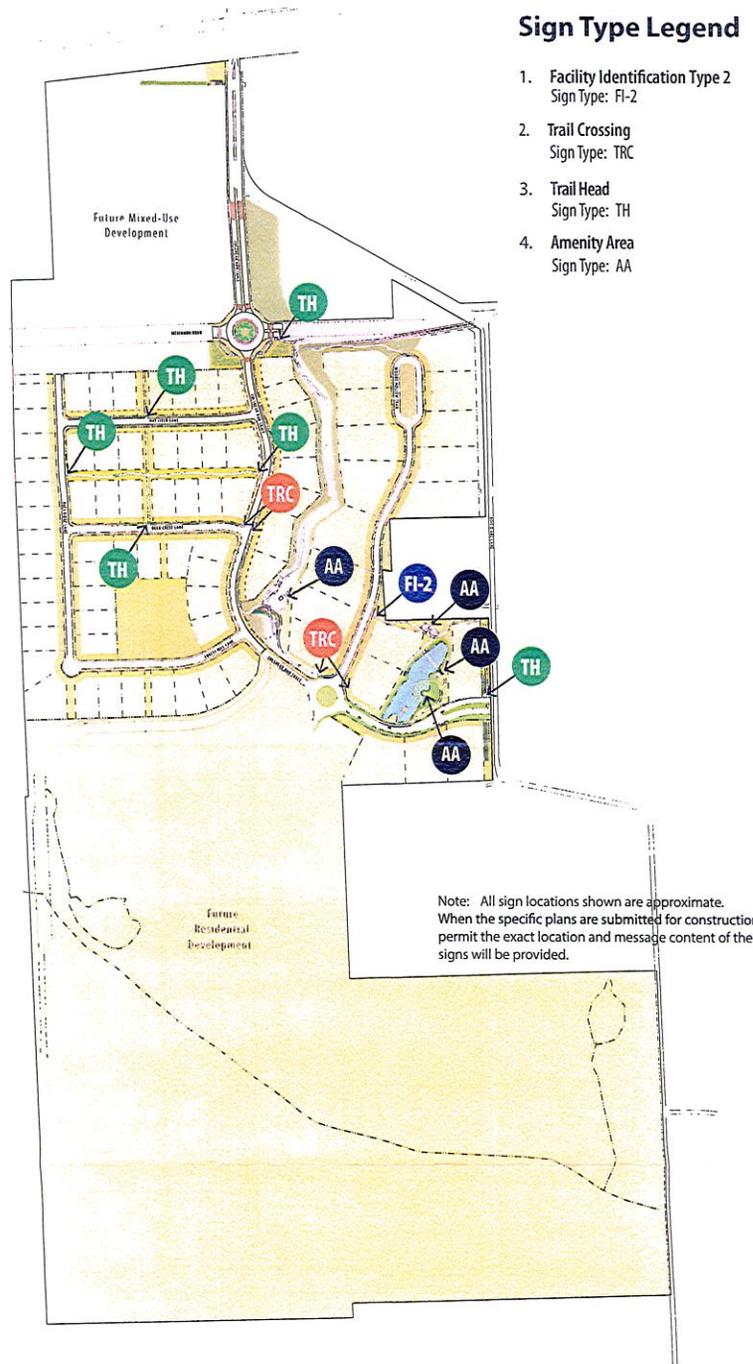
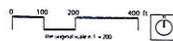


Exhibit A. Fulshear Run - Phase 2 Signage Master Distribution Plan

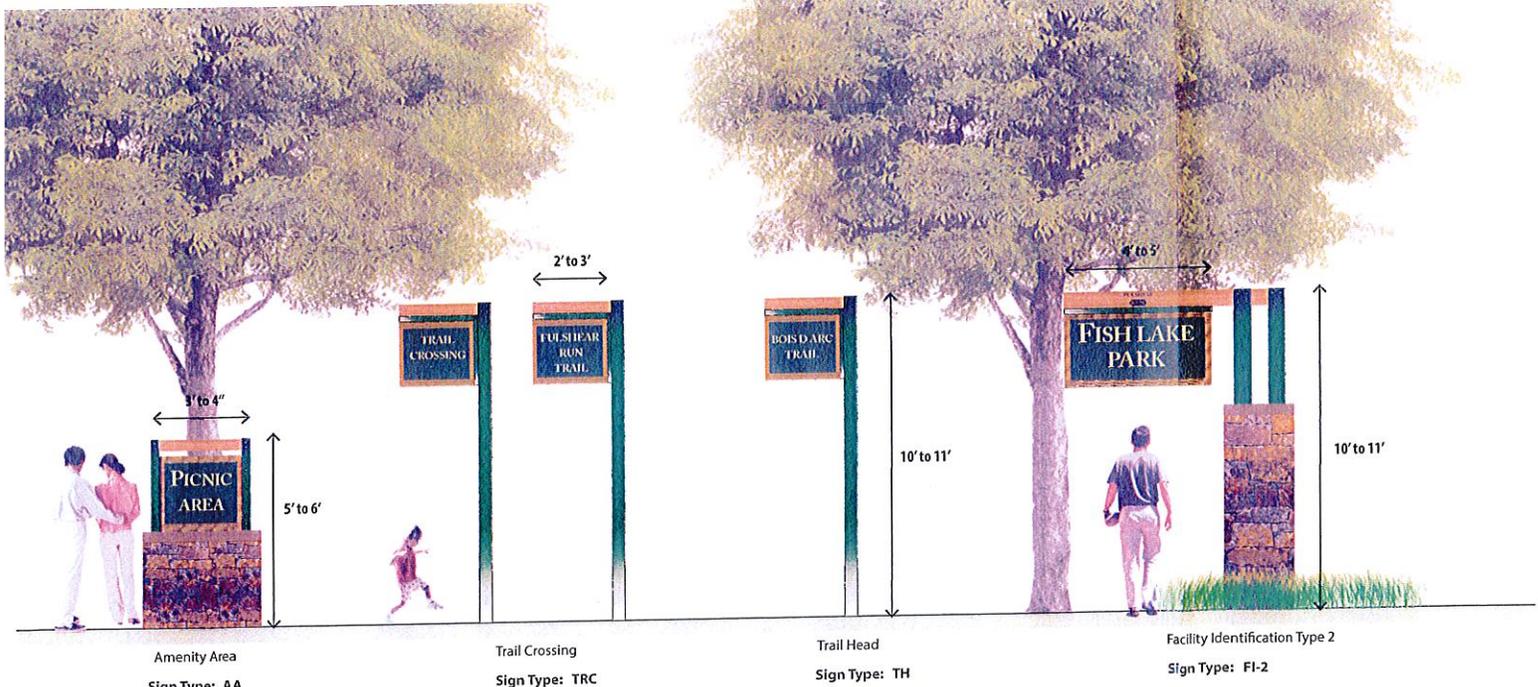
Fulshear Run

Scale: 1" = 200'

DATE: 11/11/2010



S I A StudioLand
A LUTHERAN COMMUNITY DEVELOPMENT



hibit A - Fulshear Run Phase 2 Sign Master Plan. Sign Types Elevations



CITY OF FULSHEAR

"FIND YOUR FUTURE IN FULSHEAR"

30603 FM 1093 WEST/ PO Box 279 ~ FULSHEAR, TEXAS 77441

PHONE: 281-346-1796 ~ FAX: 281-346-2556

WWW.FULSHEARTEXAS.GOV

CITY COUNCIL:

MAYOR: Jeff Roberts

MAYOR PRO-TEM: Erin Tristan

COUNCIL MEMBER: Stephen Gill

COUNCIL MEMBER: Tricia Krenek

COUNCIL MEMBER: James Murdoch

COUNCIL MEMBER: Ramona Ridge

STAFF:

CITY MANAGER: C.J. Snipes

CITY SECRETARY: D. Gordon Offord

CITY ATTORNEY: J. Grady Randle

REGULAR CITY COUNCIL MINUTES JUNE 21, 2016

I. OPENING

A. CALL TO ORDER

A Regular Meeting of the Fulshear City Council was called to order by Jeff W. Roberts, Mayor at 7:05 p.m. here at the City Hall located at 30603 FM 1093, Fulshear, Texas 77441.

B. QUORUM & ROLL CALL

Mayor Roberts announced that a quorum was present and that Council Member Stephen Gill was unable to be here. He is out of town.

Mayor Roberts announced that due to our rapid growth, the size of our Council room, and attendance, it has been requested that we adhere to fire and safety requirements which will limit the number of individuals allowed in the Council Chamber. The City has been asked to start enforcing the rule and if anyone is turned away, it is due to the fire and safety requirement for this building and not because we do not want you to be here. Mayor Roberts stated that we want to make sure everyone can get out safely in case of an emergency.

Council Member Krenek requested that the Mayor consider having all the meetings at Irene Stern Center and make the necessary accommodations so the public can attend. Mayor Roberts stated that this security is an issue and it will certainly be looked at.

Council Members Present:

Jeff W. Roberts, Mayor

CITY COUNCIL MINUTES

JUNE 21, 2016

PAGE 2

Continue of Council Members Present:

Erin Tristan, Mayor Pro Tem

Tricia Krenek

James Murdoch

Ramona Ridge

Council Member Absent:

Stephen Gill

City Staff:

D. (Diana) Gordon Offord, City Secretary

C. J. Snipes, City Administrator

Michael Ross, Assistant City Administrator

Toni Velie

Angela Fritz

Kristina Brashear

Kenny Seymour

Michelle Killebrew

Kimberly Kopecky, Deputy City Secretary

Others Present:

L. Beustring

Shannon Purcell

Dan McJunkin

Viola Randle

SoLange Gerbice

Suzanna Stubbfield

Gerald Grissom

Douglas Stroud

Ed Nagel

Johnathan Wakefield

James and Cherie Kane

Tommy Kuykendall

And 21 others who did not sign in

C. INVOCATION – FATHER DAT HOANG, ST. FAUSTINA CATHOLIC CHURCH ~ FULSHEAR, TEXAS

Father Dat was unable to attend. A representative from his church provided the prayer, Jacob Ramirez.

CITY COUNCIL MINUTES
JUNE 21, 2016
PAGE 3

- D. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG – *I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible and with Liberty and Justice for all*

Mayor Roberts requested that the audience join him in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG - *Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible*

MAYOR ROBERTS REQUESTED THE AUDIENCE TO JOIN HIM IN THE PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG.

II. CITIZENS COMMENTS

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Speakers are required to register in advance and must limit their presentations to three minutes each.

Larry Beustring stated that he does not have city services but yet pays over \$4000 in taxes. He states there are small children and persons with health issues and keeps having the same problem with flooding. When it floods, he has no way to get out. (for all the comments, request a copy of the tape)

Suzanna Stubblefield thanked the Council for putting the item on the agenda regarding flooding on Red Bird Lane. Ms. Stubblefield stated she saw something on a website and was concerned that they (the council) was considering an emergency route before anyone looked at the problem. (for all the comments, request a copy of the tape)

Mayor Roberts asked if there was anyone else wanting to speak. The audience was silent.

City Secretary, D. Gordon Offord, introduced the new Deputy City Secretary, Kimberly Kopecky. The audience applauded.

Mayor Roberts stated he would like to take the Consent Agenda first if there was no objections. The Council was silent. View the Consent Agenda for recorded responses.

III. BUSINESS ITEMS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT FOR PROFESSIONAL SERVICES RELATED TO THE PROVISION OF INFORMATION TECHNOLOGY SERVICE TO THE CITY BETWEEN THE CITY AND CAP FIVE

MICHAEL ROSS, ASSISTANT CITY ADMINISTRATOR, PRESENTED AN OVERVIEW TO COUNCIL REGARDING THE CAP FIVE. MR. ROSS STATED STAFF HAS BEEN EXPERIENCING CONSIDERABLE DOWNTIME DUE TO IT SERVICES AND IT HAS BECOME APPARENT THAT THE CURRENT IT SERVICES CAN NO LONGER ACCOMMODATE THE NEEDS OF STAFF. THE CITY HAS OUTGROWN THE CURRENT PROVIDER. CAP FIVE IS A NEW TECHNOLOGY GROUP WHICH THE CITY STAFF WOULD LIKE TO HIRE. (FOR ALL SPECIFICS, REQUEST A COPY OF THE TAPE RECORDING)

CITY COUNCIL MINUTES

JUNE 21, 2016

PAGE 4

COUNCIL MEMBER KRENEK HAD SEVERAL QUESTIONS. COUNCIL MEMBER KRENEK HAD CONCERNS AROUND EVALUATING THE NEEDS OF THE CITY, COST, CONDITIONS OUTLINED IN THE CONTRACT, AND REQUESTED REMOVAL OF THE ARBITRATION. THERE WAS ALSO SOME DISCUSSION REGARDING HAVING TO PAY TWO CONTRACTS AT THE SAME TIME IN TERMINATING ONE VENDOR AND START-UP WITH NEW VENDOR. MR. ROSS PROVIDED AN EXPLANATION. COUNCIL MEMBER KRENEK HAD QUESTION REGARDING THE SERVERS. C.J. SNIPES, CITY ADMINISTRATOR, PROVIDED AN EXPLANATION AND MR. ROSS INTERVENED TO PROVIDE HIS VIEW. COUNCIL MEMBER RIDGE ALONG WITH CITY ATTORNEY J. GRADY RANDLE ADDED THEIR COMMENTS TO THE DISCUSSION. A DEBATE AMONG THE MEMBERS CONTINUED FOR ANOTHER TEN MINUTES. (FOR ALL SPECIFICS, REQUEST A COPY OF THE TAPE RECORDING)

A MOTION WAS MADE BY MAYOR PRO TEM TRISTAN TO APPROVE CONTRACT FOR PROFESSIONAL SERVICES RELATED TO THE PROVISION OF INFORMATION TECHNOLOGY SERVICE TO THE CITY BETWEEN THE CITY AND CAP FIVE SUBJECT TO ATTEMPTED REVISION TO CONTRACT PER THIS DISCUSSION (ATTEMPT TO REMOVE ARBITRATION, INDEMNIFICATION, SPECIFIED TERMINATION TO 30 DAYS, AND CLARIFY MONTHLY RATES/FEES). IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS ANNOUNCED THAT THE MOTION PASSES.

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2016-1218 AN ORDINANCE OF THE CITY OF FULSHEAR APPROVE AMENDMENT NO. 1 TO THE STRATEGIC PARTNERSHIP AGREEMENT NO. 3 BETWEEN THE CITY OF FULSHEAR AND WALLER COUNTY RID NO. 1

J. GRADY RANDLE PROVIDED AN EXPLANATION TO THE COUNCIL. THIS WILL ACTIVATE THE SPA (STRATEGIC PARTNERSHIP AGREEMENT) TO ALLOW A STARTING DATE SENDING OUT TAX DOLLARS TO THE CITY. PREVIOUS AGREEMENT WITH WALLER COUNTY RID DESIGNATE THE AREA WHERE THE "ROOMS TO GO" IS LOCATED. CITY ATTORNEY STATED THAT MAYBE AROUND CHRISTMAS OR EARLIER NEXT YEAR THE CITY WILL START COLLECTING SALES TAX.

COUNCIL MEMBER KRENEK STATED ON SECTION 2, THE WORD AGREEMENT WAS USED AND SHE WOULD LIKE FOR THAT TO BE CHANGED TO THE WORD "AMENDMENT". SHE STATED THAT WOULD BE A TOTAL OF THREE REPLACEMENTS IN THAT PARAGRAPH NOT USING THE WORD "AGREEMENT".

COUNCIL MEMBER KRENEK HAD A QUESTION AS TO WHEN IT WOULD BE EFFECTIVE. CITY ATTORNEY RANDLE STATED IT WOULD BE EFFECTIVE AS SOON AS IT WAS APPROVED BY COUNCIL.

COUNCIL MEMBER KRENEK ASKED IF THERE WAS A SIGNED PAGE FROM LOIS HOUSTON ASSOCIATES. CITY ATTORNEY RANDLE STATED THAT THIS GROUP WANTS TO BE THE LAST TO SIGN. (FOR COMPLETE DISCUSSION, REQUEST A COPY OF THE TAPE RECORDING)

A MOTION WAS MADE BY MAYOR PRO TEM TRISTAN TO APPROVE ORDINANCE NO. 2016-1218 AN ORDINANCE OF THE CITY OF FULSHEAR AMENDMENT NO. 1 TO THE STRATEGIC PARTNERSHIP AGREEMENT NO. 3 BETWEEN THE CITY OF FULSHEAR AND WALLER COUNTY RID NO. 1 SUBJECT TO SECTION 2 CHANGING THE WORD "AGREEMENT" TO

CITY COUNCIL MINUTES

JUNE 21, 2016

PAGE 5

"AMENDMENT" IN ALL THREE PLACES. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS ANNOUNCED THAT THE MOTION PASSES.

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FISCAL YEAR 2016-2017 BUDGET AND TAX RATE ADOPTION CALENDAR

KRISTINA BRASHEAR, FINANCE DIRECTOR, STATES THAT THE FINANCE DIRECTOR MEETS WITH CITY MANAGER TO COORDINATOR TIMELINE TO FOR THE ADOPTION OF THE CITY'S BUDGET ALL OF WHICH IS GOVERN BY THE CITY CHARTER, TAX CODES, AND LOCAL GOVERNMENT CODE. THE CALENDAR IS MEANT TO SERVE AS A GUIDE WITH DEADLINES FOR FILINGS, PUBLIC NOTICES, AND PUBLIC MEETINGS. STAFF RECOMMENDS ADOPTING THE FY 2016-2017 BUDGET AND TAX RATE CALENDAR.

A MOTION WAS MADE BY MAYOR PRO TEM TRISTAN TO APPROVE THE FISCAL YEAR 2016-2017 BUDGET AND TAX RATE ADOPTION CALENDAR. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. MAYOR ROBERTS ASKED IF THERE IS ANY DISCUSSION.

COUNCIL MEMBER KRENEK WAS CONCERNED THAT ONLY TWO BUDGET WORKSHOPS SCHEDULED AND SHE THINKS THAT IS IRRESPONSIBLE ON OUR PART. SHE STATED IN THE PAST WE HAVE MET MULTIPLE TIMES TO DISCUSS BUDGET. C.J. SNIPES, CITY MANAGER, RESPONDED TO COUNCIL MEMBER KRENEK. THERE WAS A FIVE MINUTE DEBATE CONCERNING THIS ISSUE. (FOR ALL OF THE DISCUSSION, REQUEST A COPY OF THE TAPE RECORDING)

COUNCIL MEMBER KRENEK MADE A MOTION TO AMEND THE CURRENT MOTION AND MAKE A MOTION TO ADD MORE WORKSHOPS TIMES TO THE FISCAL YEAR 2016-2017 BUDGET AND TAX RATE ADOPTION CALENDAR. IT WAS SECONDED BY COUNCIL MEMBER MURDOCH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS STATED GOING BACK TO THE ORIGINAL MOTION. COUNCIL MEMBER KRENEK REMINDED THE MAYOR THAT MOTION WAS AMENDED. MAYOR ROBERTS STATES WE WILL NOW MOVE TO ITEM D.

D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2016-1219 AN ORDINANCE OF THE CITY OF FULSHEAR AMENDING ORDINANCE NO. 2016-1195 ADOPTING AND APPROVING THE CITY'S OPERATING BUDGET FOR FISCAL YEAR 2015-2016, BY APPROVING "BUDGET AMENDMENT I" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR FOR THE FISCAL YEAR 2015-2016"

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE ORDINANCE NO. 2016-1219 AN ORDINANCE OF THE CITY OF FULSHEAR AMENDING ORDINANCE NO. 2016-1195 ADOPTING AND APPROVING THE CITY'S OPERATING BUDGET FOR FISCAL YEAR 2015-2016, BY APPROVING "BUDGET AMENDMENT I" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FULSHEAR FOR THE FISCAL YEAR 2015-2016" SUBJECT TO THE DATE ON ORDINANCE BEING

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CHANGED FROM JULY 21ST TO JUNE 21ST. IT WAS SECONDED BY MAYOR PRO TEM TRISTAN. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

*AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL*

MAYOR ROBERTS ANNOUNCED THAT ITEM D PASSES.

E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION No. 2016-309 A RESOLUTION OF THE CITY OF FULSHEAR ADOPTING PROCEDURES AND RULES FOR COUNCIL MEETINGS AND INVESTIGATIONS

MAYOR ROBERTS SUGGESTED THAT COUNCIL POSTPONE THIS ITEM FOR A WORKSHOP.

A MOTION WAS MADE BY COUNCIL MEMBER MURDOCH POSTPONE RESOLUTION NO. 2016-309 S RESOLUTION OF THE CITY OF FULSHEAR ADOPTING PROCEDURES AND RULES FOR COUNCIL MEETINGS AND INVESTIGATIONS TO BE DISCUSSED AT A WORKSHOP. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

*AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL*

MAYOR ROBERTS ANNOUNCED THAT MOTION PASSES.

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE No. 2016-1220 AN ORDINANCE OF THE CITY FULSHEAR ADOPTING AND IMPLEMENTING A CODE OF ETHICS FOR COUNCIL MEMBERS AND APPOINTED OFFICIALS

A MOTION WAS MADE BY COUNCIL MEMBER MURDOCH TO POSTPONE ORDINANCE NO. 2016-1220 AN ORDINANCE OF THE CITY OF FULSHEAR ADOPTING AND IMPLEMENTING A CODE OF ETHICS FOR COUNCIL MEMBERS AND APPOINTED OFFICIALS TO BE DISCUSSED IN A WORKSHOP. IT WAS SECONDED BY MAYOR PRO TEM TRISTAN. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

*AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL*

MOTION PASSES.

G. CONSIDERATION AND POSSIBLE ACTION TO ACCEPT DONATION OF THE HISTORIC SECTION HOUSE FROM FELICIANO GROUP FOR USE IN A CITY PARK

C. J. SNIPES, CITY MANAGER, PROVIDED AN EXPLANATION TO THE COUNCIL REGARDING THE HISTORIC SECTION HOUSE.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO ACCEPT DONATION OF THE HISTORIC SECTION HOUSE FROM FELICIANO GROUP FOR USE IN A CITY PARK. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

*AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL*

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MOTION PASSES.

H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RELOCATION OF THE HISTORIC SECTION HOUSE

A MOTION WAS MADE BY COUNCIL MEMBER RIDGE TO APPROVE RELOCATION OF THE HISTORIC SECTION. IT WAS SECONDED BY MAYOR PRO TEM TRISTAN.

C.J. SNIPES, CITY MANAGER, STATED THAT THE CITY REACHED OUT TO 3 DIFFERENT VENDORS AND THAT BARNEY PFEIFFER WAS THE LOW BIDDER. MR. SNIPES EXPLAINED FOR POWER LINES WOULD BE EXTRA BUT THESE COST ALREADY HAD BEEN BUILT INTO THE BUDGET.

COUNCIL MEMBER KRENEK WAS CONCERNED ABOUT THE TIMELESS OF THE MOVE. COUNCIL MEMBER RIDGE STATED THAT MR. PFEIFFER WAS AWARE THAT THE PROJECT NEEDED TO MOVE QUICKLY AND THAT HE ALSO WOULD LIKE THE HISTORY OF THE CITY PRESERVED. COUNCIL MEMBER RIDGE SHARED THE COST PRICES FROM EACH OF THE VENDORS AND MR. PFEIFFER'S BID WAS 12, 900 AND THE SYKES BOYS WAS 24,500. COUNCIL MEMBER MURDOCH ASKED WHAT IS THE DIFFERENCE IN THE COST? CONCERNED ABOUT THE QUALITY. MAYOR AND COUNCIL MEMBER RIDGE BOTH PROVIDED COMMENTS CONCERNING MR. PFEIFFER'S WORK ALONG WITH THE CITY MANAGER, MR. SNIPES.

COUNCIL MEMBER TRISTAN WAS CONCERNED ABOUT THE COST FOR RESTORATION. MR. SNIPES EXPLAINED THIS COST IS ONLY FOR RELOCATION.

COUNCIL MEMBER RIDGE STATED THAT TWO TRAFFIC LIGHTS WILL NEED TO BE RAISED ALONG WITH THE TRIMMING OF TWO TREES.

COUNCIL MEMBER KRENEK STATED SHE WOULD LIKE TO MAKE AN AMENDMENT TO THE PENDING MOTION TO CAP THE EXPENSES AT \$30, 000. IT WAS SECONDED BY COUNCIL MEMBER MURDOCH.

THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE MODIFICATION TO FRANCES SMART PARK TO ALLOW FOR RELOCATION OF HISTORIC SECTION HOUSE

COUNCIL MEMBER MURDOCH ASKED IF THE TREES COULD BE PRESERVED. MR. SNIPES RESPONDED. COUNCIL MEMBER KRENEK STATES SHE HOPES THIS DOES NOT CHANGE THE AREA. MR. SNIPES, CITY MANAGER, STATED THIS AREA WOULD REMAIN A CITY PARK. MR. SNIPES STATES HE HOPES THIS WILL MAKE THE PARK MORE ATTRACTIVE AS YOU MAY ONLY SEE ONE PASSER-BY USING THE PARK ON A WEEKLY BASIS. COUNCIL MEMBER KRENEK QUESTIONED THE MODIFICATION COST. AFTER FURTHER DISCUSSION AND RESPONSES AMONG THE MEMBERS, COUNCIL WAS SILENT.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE MODIFICATION TO FRANCES SMART PARK TO ALLOW FOR RELOCATION OF HISTORIC SECTION HOUSE NOT TO EXCEED \$25,000.00. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

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J. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2016-310 A RESOLUTION AMENDING RESOLUTION NO. 2012-208 AMENDING THE CITY'S CREDIT CARD USE POLICY TO INCREASE LIMITS

CITY MANAGER, C.J. SNIPES, REQUESTED THAT THIS ITEM BE POSTPONED.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO POSTPONE RESOLUTION NO. 2016-310 A RESOLUTION AMENDING RESOLUTION NO. 2012-208 AMENDING THE CITY'S CREDIT CARD USE POLICY TO INCREASE LIMITS. IT WAS SECONDED BY MAYOR PRO TEM TRISTAN. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

K. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2016-311 A RESOLUTION REPEALING RESOLUTION NOS. 2014-239 AND 2014-240 AND APPROVING PROCESS UNDER WHICH STAFF HANDLE ENGINEERING SERVICES RECOMMENDATIONS

MICHAEL ROSS, ASSISTANT CITY MANAGER, PROVIDED AN OVERVIEW TO THE COUNCIL. HE STATED THAT IN 2014 THE CITY COUNCIL CREATED AN ENGINEERING SERVICE PROJECT REVIEW COMMITTEE TO REVIEW STATEMENTS OF QUALIFICATIONS FROM ENGINEERS SEEKING TO PERFORM SERVICES FOR THE CITY. HE STATED SINCE THAT TIME THE CITY HAS HIRED PROFESSIONAL STAFF CAPABLE OF PERFORMING THESE SERVICES. STAFF RECOMMENDS THAT CITY COUNCIL RESCIND RESOLUTION NOS. 2014-239 AND 2014-240 AND APPROVE RESOLUTION NO. 2016-310.

MR. ROSS EXTENDED A "THANK YOU" TO MR. KUYKENDALL, MR. WORLEY, AND MR. EINKAUF FOR THEIR SERVICES.

COUNCIL MEMBER KRENEK EXPRESSED THAT THE VOLUNTEERS SHOULD REMAIN TO HELP WITH THE TRANSITION. MR. ROSS STATES HE AGREES BUT NO FORMAL BOARD NEEDED AT THIS TIME. MR. ROSS REITERATES THAT RESOLUTION NOS. 2014-239 AND 2014-240.

AFTER REVIEW AND DISCUSSION AMONG THE COUNCIL, A MOTION WAS MADE BY MAYOR PRO TEM TRISTAN TO APPROVE RESOLUTION NO. 2016-311 A RESOLUTION REPEALING RESOLUTION NOS. 2014-239 AND 2014-240 AND APPROVING PROCESS UNDER WHICH STAFF HANDLE ENGINEERING SERVICES RECOMMENDATIONS. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER MURDOCH, RIDGE, AND TRISTAN

NAYS: COUNCIL MEMBER KRENEK

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES.

L. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ENGINEERING REVIEW FROM COSTELLO RELATED TO RED BIRD LANE ACCESS DURING EMERGENCY EVENTS

MAYOR ROBERTS INTRODUCED MR. STEPHEN WILCOX TO THE COUNCIL. MR. WILCOX IS A REPRESENTATIVE FROM COSTELLO ENGINEERING. HE STATED STAFF PRESENTED THREE CONCERNS TO

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THEIR GROUP (ACCESS ROAD, ROUTE TO GET IN AND OUT WITHOUT DRIVING THROUGH SOMEONE BACKYARD, ENGINEERING READINGS, WHAT CAN BE DONE TO KEEP WATER OFF RED BIRD LANE). MR. WILCOX STATES HE FEELS LIKE HIS ENGINEERING SERVICES WILL ELIMINATED RED BIRD LANE BEING UNDER WATER FOR A LONG PERIOD OF TIME AND ALSO RAISE THE ROAD. C.J. SNIPES, CITY MANAGER, STATED THE FOLLOWING COST: EMERGENCY ACCESS ROAD \$5,800; EMERGENCY OPERATIONS READINGS \$800; AND WHAT CAN BE DONE TO KEEP WATER OFF RED BIRD LANE \$2,040 COST OF THE STUDY.

AFTER REVIEW AND DISCUSSION AMONG THE COUNCIL MEMBERS AND MR. WILCOX, COUNCIL MEMBER MURDOCH MADE A MOTION TO APPROVE ENGINEERING REVIEW FROM COSTELLO RELATED TO RED BIRD LANE ACCESS DURING EMERGENCY EVENTS. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER MURDOCH, RIDGE, AND TRISTAN

NAYS: COUNCIL MEMBER KRENEK

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES.

IV. CONSENT ITEMS

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this is rule is that a Council Members may request one or more items to be removed from the consent agenda for a separate discussion and action.

- A. CONSENT AND APPROVAL OF PLEASANT GROVE/ PRELIMINARY PLAT**
- B. CONSENT AND APPROVAL OF PLATINUM ESTATES/ FINAL PLAT**
- C. CONSENT AND APPROVAL OF WILLOWS AT CROSS CREEK RANCH SECTION 1/ FINAL PLAT**
- D. CONSENT AND APPROVAL OF WEST CROSS CREEK BEND LANE EXTENSION No. 3/ FINAL PLAT**
- E. CONSENT AND APPROVAL OF FOSTER CROSSING PARTIAL RE-PLAT No. 1/ FINAL PLAT**
- F. CONSENT AND APPROVAL OF TAMARRON SECTION 11 PARTIAL RE-PLAT No. 1/ PRELIMINARY RE-PLAT**
- G. CONSENT AND APPROVAL OF CHRISTIAN BROTHERS AUTOMOTIVE SHOP/ PRELIMINARY PLAT**
- H. CONSENT AND APPROVAL OF MINUTES FROM THE APRIL 19, 2016 AND MAY 17, 2016 MEETINGS**
- I. CONSENT AND APPROVAL OF ACCEPTANCE FOR UTILITY EXTENSIONS SERVING COMMERCIAL TRACT AT FM 1093 AND FM 1463**
- J. CONSENT AND APPROVAL OF ACCEPTANCE FOR WATER, WASTE WATER AND STORM WATER DRAINAGE AND UTILITIES FOR: CREEK FALLS AT CROSS CREEK RANCH SECTION 1; CREEK COVE AT CROSS CREEK RANCH SECTION 7; WEST CROSS CREEK BEND LANE EXTENSION No. 2; CREEK FALLS AT CROSS CREEK RANCH SECTION 6;**

COUNCIL MEMBER KRENEK REQUESTED THAT ITEMS B, C, D, E, AND H BE REMOVED FROM THE CONSENT AGENDA TO BE DISCUSSED SEPARATELY. COUNCIL MEMBERS WERE SILENT.

MAYOR ROBERTS READ THE REMAINING ITEMS ON THE CONSENT AGENDA WHICH WAS ITEM A, F, G, I, AND J.

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MAYOR PRO TEM TRISTAN MADE A MOTION TO APPROVE ITEMS A, F, G, I, AND J. IT WAS SECONDED BY COUNCIL MEMBER KRENEK. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE.

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

MAYOR ROBERTS ANNOUNCED THAT WE WOULD NOW GO BACK AND LOOK AT THE ITEMS REMOVED FROM THE CONSENT AGENDA.

ITEM B- PLATINUM ESTATES/FINAL PLAT

COUNCIL MEMBER KRENEK ASKED IF CITY ENGINEER HAD APPROVED ALL OF THE PLATS THAT WERE CITED FOR CORRECTION.

CITY SECRETARY, D. OFFORD, STATED THAT ALL THE CORRECTIONS HAVE BEEN MADE AND THAT CITY ENGINEER, DAVID LEYENDECKER HAS VIEWED ALL CORRECTIONS AND HAS RECOMMENDED APPROVAL OF ALL PLATS.

COUNCIL MEMBER KRENEK QUESTIONED WHY PLATS ARE NOT SIGNED OFF BY THE BUILDING OFFICIAL. D. OFFORD, CITY SECRETARY, STATED THIS INTER-OFFICE PROCEDURE WAS CHANGED A LITTLE OVER TWO YEARS AGO AND THAT ALL PLATS COME TO THE CITY SECRETARY'S OFFICE.

C. J. SNIPES, CITY ADMINISTRATOR, STATED THAT MS. OFFORD HAS BEEN DOING THIS RESPONSIBILITY BUT THE PLAN IS FOR THIS PROCEDURE WOULD BE TAKEN OVER BY THE NEW PLANNING DIRECTOR.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE PLATINUM ESTATES/FINAL PLAT. IT WAS SECONDED BY MAYOR PRO TEM TRISTAN. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

ITEM C- WILLOWS AT CROSS CREEK RANCH SECTION 1/FINAL PLAT

COUNCIL MEMBER KRENEK ASKED IF THIS IS THE CASE FOR ALL OF THE PLATS. COUNCIL MEMBER KRENEK ASKED ABOUT THE PARKING. C.J. SNIPES, CITY ADMINISTRATOR, RESPONDED TO COUNCIL MEMBER KRENEK.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE WILLOWS AT CROSS CREEK RANCH SECTION 1/FINAL PLAT. IT WAS SECONDED BY COUNCIL MEMBER MURDOCH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

ITEM D- WEST CROSS CREEK BEND LAND EXTENSION NO. 3/FINAL PLAT

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A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE WEST CROSS CREEK BEND LAND EXTENSION NO. 3/FINAL PLAT. IT WAS SECONDED BY COUNCIL MEMBER MURDOCH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

*AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL*

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MOTION PASSES

ITEM E- FOSTER CROSSING PARTIAL RE-PLAT NO. 1/FINAL PLAT

COUNCIL MEMBER KRENEK ASKED IF THIS PLAT WAS IN THE CITY'S ETJ. C.J. SNIPES, CITY ADMINISTRATOR, RESPONDED.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE ITEM 3. IT WAS SECONDED BY COUNCIL MEMBER RIDGE. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

*AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE
ABSENT: COUNCIL MEMBER GILL*

MOTION PASSES

ITEM H- MINUTES FROM THE APRIL 19, 2016 AND MAY 17, 2016 MEETINGS

COUNCIL MEMBER KRENEK STATED CLARIFICATION IS NEEDED ON ITEM J/PAGE 10. THE ITEM WAS APPROVED WITHOUT ADDING NEW MEMBERS BY COUNCIL MEMBER TRISTAN AND SECONDED BY COUNCIL MEMBER MESIC.

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO APPROVE ITEM H WITH A CORRECTION TO ITEM J ON THE 4-19-2016 MINUTES. IT WAS SECONDED BY COUNCIL MEMBER MURDOCH.

MAYOR ROBERTS CALLED FOR A VOTE. COUNCIL MEMBER MURDOCH STATED HIS NAME WAS MISPELLED ON ITEM G ON THE 5-17-2016 MINUTES (HAS A "K" INSTEAD OF AN "H").

COUNCIL MEMBER KRENEK AMEND THE MOTION TO INCLUDE CORRECTION OF COUNCIL MEMBER MURDOCH'S NAME ON THE 5-17-2016 MINUTES AND CORRECTION ON ITEM J OF THE APRIL 19, 2016 MINUTES TO INCLUDE A MOTION WAS MADE FOR APPROVAL WITHOUT ADDING NEW MEMBERS AND DELINEATING THE RESPONSIBILITIES OF THE ARCHITECTURAL DESIGN COMMITTEE BY COUNCIL MEMBER TRISTAN AND SECONDED BY COUNCIL MEMBER MESIC AND PROPER USE OF PRONOUN. IT WAS SECONDED BY COUNCIL MEMBER MURDOCH. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MOTION PASSES

MAYOR ROBERTS ANNOUNCED THAT WE WILL NOW MOVE BACK TO ITEM 3- BUSINESS SECTION.

V. ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER KRENEK TO ADJOURN. IT WAS SECONDED BY MAYOR PRO TEM TRISTAN. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER KRENEK, MURDOCH, RIDGE, AND TRISTAN

NAYS: NONE

ABSENT: COUNCIL MEMBER GILL

MAYOR ROBERTS STATED WE ARE ADJOURNED AT 8:43 P.M.

JEFF W. ROBERTS, MAYOR

ATTEST:

D. (DIANA) GORDON OFFORD, CITY SECRETARY

Item N.

City's obligations under the Utility Agreement. The District reserves said security interest under Texas law and the Utility Agreement.

The District hereby reserves the full capacity of the Facilities.

The District hereby assigns to the City all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance and Security Agreement shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

FULSHEAR MUNICIPAL UTILITY DISTRICT
NO. 1 OF FORT BEND COUNTY

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, as _____, and _____, as _____, of the Board of Directors of Fulshear Municipal Utility District No. 1 of Fort Bend County, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the Utility Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

CITY OF FULSHEAR, TEXAS

By: _____
Name: _____
Title: Mayor
Date: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Kristen Hogan, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

STREET ACCEPTANCE

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

WHEREAS, a plat for Fulbrook on Fulshear Creek Section Four has been recorded under Plat No. 20140164 in the Plat Records of Fort Bend County, Texas, and street(s) (and culvert facilities, if any) have been constructed within the land shown on such plat (collectively, the "Streets"); and

WHEREAS, the City of Fulshear, Texas (the "City"), desires to accept the Streets for operation and maintenance.

Now, Therefore, the City hereby accepts the Streets for operation and maintenance by the City.

CITY OF FULSHEAR, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

City's obligations under the Utility Agreement. The District reserves said security interest under Texas law and the Utility Agreement.

The District hereby reserves the full capacity of the Facilities.

The District hereby assigns to the City all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance and Security Agreement shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

FULSHEAR MUNICIPAL UTILITY DISTRICT
NO. 1 OF FORT BEND COUNTY

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary, Board of Directors

In accordance with the Utility Agreement, as defined above, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

CITY OF FULSHEAR, TEXAS

By: _____
Name: _____
Title: Mayor
Date: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Kristen Hogan, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

SPECIAL WARRANTY DEED
(Lift Station Tracts, Fulbrook on Fulshear Creek)

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

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 1 OF FORT BEND COUNTY, a political subdivision of the State of Texas, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF FULSHEAR, TEXAS, a general law city of the State of Texas, its successors and assigns ("Grantee"), all that certain real property situated in Fort Bend County, Texas, more particularly described as follows:

All of Reserve "F", Fulbrook on Fulshear Creek, Section Four, a subdivision in Fort Bend County, Texas, according to the map or plat thereof filed under Clerk's File No. 20140164 of the Plat Records of Fort Bend County, Texas; and

All of Reserve "B", Fulbrook on Fulshear Creek, Section Three Partial Replat No. 1, a subdivision in Fort Bend County, Texas, according to the map or plat thereof filed under Clerk's File No. 20140298 of the Plat Records of Fort Bend County, Texas;

together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas,

to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantor and Grantee entered into a Utility Agreement dated August 19, 2007 (the "Utility Agreement"). Pursuant to the Utility Agreement, Grantor is required to construct certain facilities (the "Facilities") and the plans and specifications of such Facilities are subject to Grantee's approval prior to commencement of construction. Grantor hereby reserves the right to enter upon and have access to the Property to fulfill its obligations under the Utility Agreement as may be necessary, requisite, convenient, or appropriate in order for Grantor to install, construct, or modify the Facilities.

Grantee's address is: 30603 FM 1093, Fulshear, Texas 77441.

[Signature pages follow this page.]

EXECUTED this 22nd day of June, 2016.

GRANTOR:

**FULSHEAR MUNICIPAL UTILITY
DISTRICT NO. 1 OF FORT BEND COUNTY**

By: Brian Cogburn
Name: Brian Cogburn
Title: President

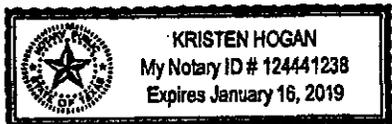
ATTEST:

By: [Signature]
Name: Tracy Bozeman
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22nd day of June 2016, by Brian Cogburn as President, and Tracy Bozeman as Secretary, of FULSHEAR MUNICIPAL UTILITY DISTRICT NO. 1 OF FORT BEND COUNTY, a political subdivision of the State of Texas, on behalf of said political subdivision.

[Signature]
Notary Public, State of Texas



(PLACE NOTARY SEAL ABOVE)

This Special Warranty Deed is AGREED TO and ACCEPTED by Grantee on this _____ day of _____, 2016.

GRANTEE:

CITY OF FULSHEAR, TEXAS

~~Tommy Kuykendall~~ *Jeff W. Roberts*
Mayor

ATTEST:

Diana Gordon Offord
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this _____ day of _____ 2016, by ~~Tommy Kuykendall~~ *Jeff W. Roberts*, as Mayor, and Diana Gordon Offord, as City Secretary, of the City of Fulshear, Texas, a general law city of the State of Texas, on behalf of said general law city.

Notary Public, State of Texas

(PLACE NOTARY SEAL ABOVE)

After recording, please return to:

Jeanette Harris

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

ITEM O.

**This will be presented to you by City
Engineer, David Leyendecker.**