

CONSENT

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Cross Creek Commercial II / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: X. Kerf DATE: 1-25-17

Planning Commission Review

Approved
 Returned for additional data

SEWER EASEMENTS ADDED PER ENGINEER'S RECOMMENDATION

BY: [Signature] DATE: 3-3-17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final – Cross Creek Commercial II
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat will create one (1) Reserve that covers a total area of 4.6733 acres.
2. Access to this Reserve will be off of F.M. 1463 thru the Texas Department of Transportation Permitting process. The City of Fulshear has an access Ordinance that will need to be complied with.

Recommendations:

I recommend that this Final Plat of the Cross Creek Commercial II be approved with the addition of the width of the Public Sanitary and Storm Sewer Easement being shown on the plats.





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

nk
 REC'D JAN 25 2017

Subdivision/Development Platting Application

Date: 1-20-17 Date Received by the City of Fulshear: _____
 Subdivision: Cross Creek Commercial II Development: Commercial

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: 4.6733 acres in the Tw Sutherland Survey, Abstract No. 421

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

Total Acreage: 4.6733
 Number of Streets: N/A
 Number of Lots: N/A
 Number and Types of Reserves: Unrestricted Reserve
 Total Acres in Reserve: 4.6733

Owner: Irreverance, LLC
 Address: 109 North Post Oak Trc
 City/State: Houston TX 77024
 Telephone: 713-623-6944
 Email Address: N/A

Engineer/Planner: Texas Engineering and Mapping Co.
 Contact Person: Ryan Moeckel
 Telephone: 281-491-2525
 Fax Number: 281-491-2535
 Email Address: rmoeckel@team-civil.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
<u>Final Plat</u> - \$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>\$616.83</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.

R Moedel Ryan Moeckel 1-20-17
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

STARTEX TITLE COMPANY
617 Caroline Street
Houston, Texas 77002

CITY PLANNING LETTER

Date: October 13, 2016

To: City Planning Commission
City Hall
Fulshear, Texas

To Whom It May Concern:

STARTEX TITLE COMPANY certifies that a diligent search of the real property records has been made, as to the herein described property, and as of 8:00 AM on the 7th day of October, 2016, we find the following:

The RECORD OWNER of this property as of the above date is:

Irreverance LLC, a Texas limited liability company by virtue of Deed filed for record under Fort Bend County Clerk's File No. 2015041110.

PROPERTY:

A 4.6733 acre (203,570 square feet) tract of land in the T. W. Southerland Survey, Abstract No. 421, City of Fulshear, Fort Bend County, Texas; said 4.6733 acre tract of land being out of a tract of land conveyed to Landmark Industries, as recorded in Fort Bend County Clerk's File No. 2013073162; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

NOTE: This Company does not represent that the above square footage and/or acreage amounts are correct.

Subject to:

RESTRICTIONS:

Those recorded under Fort Bend County Clerk's File No(s). 9526750, 2006020011 and those set forth in Deed filed for record under Fort Bend County Clerk's File No. 2015041110, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, U.S.C. Section 3604(c) of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

EASEMENTS:

Unobstructed, perpetual easements for electric distribution and communication facilities granted to CenterPoint Energy Houston Electric, LLC by instrument filed for record under Fort Bend County Clerk's File No. 2010090494, being described as follows:

- 1) An easement seven (7) feet wide, being the Easterly one-half (1/2) of a fourteen (14) foot wide easement, the location of which is shown by the hatched area on Sketch No. 10-0289A & 10-0289B attached and made a part thereof, together with an unobstructed aerial easement eight (8) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located easterly of and adjoining said seven (7) foot wide easement.
- 2) An easement ten (10) feet wide, the location of which is shown by the double hatched area on 10-0289B attached and made a part thereof, together with an unobstructed aerial easement eleven (11) feet six (6) inches (shown as five (5) inches on survey) wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located easterly of and adjoining (200.50'), southerly of and adjoining (792.28') and southeasterly of and adjoining (534.87') said ten (10) foot wide easement.

A public utility easement seven (7) feet in width a set forth and described by instruments filed for record under Fort Bend County Clerk's File No(s). 2010064849 and 2010065222.

Terms, conditions and stipulations contained in that certain Declaration of Private Access Easement by Landmark Industries Development, Ltd., a Texas limited partnership for the benefit of The Stoddard Group, Ltd., a Texas limited partnership, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2007089114.

Terms, conditions and stipulations contained in that certain Declaration of Private Access Easement by Landmark Industries Development, Ltd., a Texas limited partnership for the benefit of S. G. Partners, LP, a Texas limited partnership and Trendmaker Homes, Inc., a Texas corporation, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2010020750.

Terms, conditions and stipulations contained in that certain Easement Agreement dated November 18, 2013, by and between Landmark Industries, a Texas general partnership, as successor to Landmark Industries Development, Ltd., a Texas limited partnership and Texas Petroleum Group, LLC, a Delaware limited liability company, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2013146105.

Easement 10 feet wide, location shown on plat attached thereto, together with an unobstructed aerial easement 10 feet wide from a plane 16 feet above the ground upward located adjacent thereto, granted to Houston Lighting & Power Company by instrument dated July 17, 1997, recorded under Fort Bend County Clerk's File No. 9750920.

Building set back lines thirty-five (35) feet wide along F.M. 1463, and ten (10) feet wide along the side property lines and fifteen (15) feet wide along the rear property line, as set forth in instrument filed for record under Harris County Clerk's File No. 2006020011.

Permanent Easement Agreement between Landmark Industries and Enterprise Crude Pipeline LLC, a Texas limited liability, as set forth and described and further located on sketches attached and made a part of Instrument filed for record under Fort Bend County Clerk's File No. 2014130423, being 20 feet in width along the Westerly side of subject property with a 90 feet wide temporary workspace.

Public Water Line Easement granted to the public, being ten (10) feet wide located along the Easterly and Southerly property lines, as set forth and described in instrument filed for record on April 6, 2015, under Fort Bend County Clerk's File No. 2015035321.

Public Sanitary and Storm Sewer Easement granted to the public, being of varying widths located along the Westerly property line, as set forth and described in instrument filed for record on April 6, 2015, under Fort Bend County Clerk's File No. 2015035325.

MISCELLANEOUS:

Ordinance of the City of Fulshear, Texas, including but not limited to the Service Plan as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2011021836.

LIENS:

Deed of Trust dated September 29, 2015, filed for record under Harris County Clerk's File No. 2015112262, executed by Irreverence, LLC, a Texas limited liability company, to Steve Smith, Trustee(s), to secure the payment of one note in the principal sum of \$6,050,000.00, payable to the order of BancorpSouth Bank, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any other and future indebtedness also secured by this lien. Said lien being additionally secured by Assignment of Leases filed for record under Harris County Clerk's File No. 2015112263.

ABSTRACTS OF JUDGMENTS AND/OR FEDERAL TAX LIENS:

None of record.

NOTICE: STARTEX TITLE COMPANY ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT OR FOR VERBAL STATEMENTS. THIS IS A COPY OF A PRELIMINARY REPORT MADE FOR STARTEX TITLE COMPANY ONLY, FOR SPECIFIC PURPOSES, AND IT MAY OR MAY NOT BE COMPLETE FOR THE PURPOSE OF OTHERS. If a copy is furnished to other parties, it is to facilitate preparation of the necessary instruments, to point out curative requirements, if any, and to show the result of the Company's title research (upon which only the Company may rely). None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the Company, as to the status of the title. If a title defect or encumbrance should exist which is not disclosed hereon, the Company shall not be liable by reason of furnishing this report or for

any verbal statements related thereto. This shall in no way be construed as Commitment for Title Insurance.

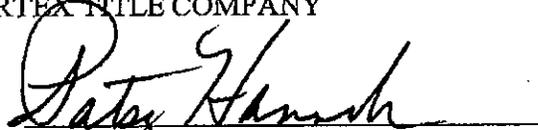
THIS CERTIFICATE SHALL NOT CONSTITUTE A COMMITMENT TO ISSUE TITLE INSURANCE, AND THE LIABILITY HEREUNDER IS LIMITED TO THE CONSIDERATION PAID HEREOF.

We trust this is the information you desire.

WITNESS Our Hand this 13th day of October, 2016.

STARTEX TITLE COMPANY

By:

A handwritten signature in cursive script, appearing to read "Patsy Hannah", written over a horizontal line.

Patsy Hannah
Examiner

A FIELD NOTE DESCRIPTION of a 4.6733 acre, (203,570 square feet) tract of land in the T.W. Southland Survey, Abstract No. 421, City of Fulshear, Fort Bend County, Texas; said 4.6733 acre tract of land being out of a tract of land conveyed to Landmark Industries, as recorded in Fort Bend County Clerk's File No. 2013073162; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 3/4-inch iron pipe found in the west right-of-way line of F.M. 1463 (100 feet wide), as recorded in Volume 275, Page 525 of the Fort Bend County Deed Records for the northeast corner of a tract of land conveyed to Texas Petroleum Group, LLC, as recorded in Fort Bend County Clerk's File No. 2012126762 and for a southeast corner of a called 3.8752 acre tract of land conveyed to The Shops at Cross Creek, LLC, as recorded in Fort Bend County Clerk's File No. 2013146106;

THENCE, North 02° 09' 27" West - 439.63 feet with the west right-of-way line of said F.M. 1463 and with the east line of said 3.8752 acre tract to a 5/8-inch iron rod with cap stamped "TEAM" set for the northeast corner of said 3.8752 acre tract and for the southeast corner and POINT OF BEGINNING of this tract;

THENCE, South 87° 50' 33" West - 380.00 feet with the north line of said 3.8752 acre tract to a 5/8-inch iron rod found for the northwest corner of said 3.8752 acre tract and for a southwest corner of this tract;

THENCE, North 02° 09' 27" West - 78.89 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for an interior corner of this tract;

THENCE, South 87° 50' 33" West - 69.62 feet to a 3/4-inch iron pipe found for the southeast corner of Restricted Reserve "C", Creekside at Cross Creek Ranch, Section Eight, according to the map or plat recorded in Plat No. 20100088 of the Fort Bend County Plat Records and for a southwest corner of this tract;

THENCE, North 02° 08' 56" West with the east line of said Restricted Reserve "C", at a distance of 200.71 feet pass a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the southeast corner of Block 1 of said Creekside at Cross Creek Ranch, Section Eight and continuing with the east line of said Block 1 for a total distance of 386.11 feet to a 5/8-inch iron rod with cap stamped "TEAM" set for the northwest corner of this tract;

THENCE, North 87° 50' 33" East - 449.56 feet to a 5/8-inch iron rod with cap stamped "TEAM" set in the west right-of-way line of said F.M. 1463 for the northeast corner of this tract;

THENCE, South 02° 09' 27" East - 465.00 feet with the west right-of-way line of said F.M. 1463 to the POINT OF BEGINNING and containing 4.6733 acres (203,570 square feet) of land.

November 29, 2016

Engineering Review

Preliminary – Shops at Cross Creek II
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat will create one (1) Reserve that covers a total area of 4.6733 acres.
2. Access to this Reserve will be off of F.M. 1463 thru the Texas Department of Transportation Permitting process. The City of Fulshear has an access Ordinance that will need to be complied with.

Recommendations:

I recommend that this Preliminary Plat of the Shops at Cross Creek II be approved but before the Final Plat is submitted the following items need to be updated:

- A) Plats already exist in the city of Fulshear with similar names. The name needs to be changed.
- B) The Utility Commitment from Fort Bend County MUDS 169 & 173 is to The Shops at Cross Creek, LLC while the ownership on the plat appears as Irreverance, LLC.



Comments from
Prelim Submittal
— was approved —

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NOS. 169 AND 173

**c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027**

September 14, 2015

**The Shops at Cross Creek, LLC
Attn: Sandy P. Aron, President
109 N. Post Oak Lane, #550
Houston, Texas 77042**

Re: Potable Water/Sanitary Sewer Capacity Reserved by Fort Bend County Municipal Utility District No. 169 ("MUD 169") and Fort Bend County Municipal Utility District No. 173 ("MUD 173") for an approximately 4.6733-acre tract of land (the "Tract") owned or to be owned by The Shops at Cross Creek, LLC, within MUD 173, as shown generally on Exhibit A.

Dear Mr. Aron:

The Shops at Cross Creek, LLC (referred to herein as "you" or "your") has requested that MUD 169 and MUD 173 (collectively, the "Districts") reserve potable water capacity and sanitary sewer capacity for the Tract.

This reservation will be equal to 12,562 gallons per day ("gpd") of potable water capacity and 9,812 gpd of sanitary sewer capacity (collectively, the "Capacity"), which amounts are sufficient according to you to develop the Tract for a restaurant and retail purposes.

The Boards of Directors of the Districts hereby agree to reserve the Capacity for the Tract, subject to all of the following terms and conditions:

1. MUD 173 has or will: (i) construct water and sanitary sewer facilities serving land within its boundaries, (ii) convey them to the City for ownership and operation, and (iii) reserve for itself all of the capacity in said facilities. MUD 169 has or will: (i) construct potable water and sanitary sewer facilities serving its approximate 3,271 acre service area, (ii) convey them to the City for ownership and operation, and (iii) reserve for itself all of the capacity in said facilities. You understand that the City of Fulshear (the "City") (not the Districts) owns the potable water and sanitary sewer facilities that will serve the Tract. Accordingly, you understand and agree that this letter is only a reservation of capacity, and the City (not the Districts) is responsible for maintenance and operation of potable water and sanitary sewer facilities and

for the provision of potable water and sanitary sewer service from said facilities.

2. This reservation of Capacity shall be valid only in amounts not exceeding those indicated above and is subject to your purchase of the Tract. In the event that you do not purchase the Tract by October 30, 2015, then the Districts may, in their sole discretion, declare this reservation letter as void and terminate this reservation. Furthermore, this reservation shall be subject to all other terms and conditions of this reservation and shall be valid only for the Tract and not for any area outside of the Tract.
3. You represented that the land use for the Tract will be for commercial development, specifically, a restaurant and other retail development. This reservation of Capacity shall be valid only for that land use, and for no other land use without the Districts' written approval.
4. You must commence design of the facilities to serve the Tract within one year from the date hereof or the Districts may, in their sole discretion, terminate this reservation.
5. You must commence construction of your development on the Tract within two years from the date hereof or the Districts may, in their sole discretion, terminate this reservation. You shall have the right to request from the Districts a one-year extension of this reservation immediately succeeding the expiration of the two-year term and the Districts shall determine in their sole discretion whether or not to grant such extension.
6. If not previously platted, you must prepare a plat of the acreage which you are developing within your Tract in accordance with City subdivision requirements and receive City approval of your plat and file and record said plat with Fort Bend County prior to receipt of potable water or sanitary sewer service from the City.
7. All plans and specifications for the potable water, sanitary sewer, and drainage facilities to serve the Tract must be reviewed and approved by the City, the Districts, and all other regulatory authorities having jurisdiction prior to commencement of construction of such facilities.
8. You will be responsible for providing and maintaining the private, internal utilities within the Tract.
9. All sanitary sewage discharges from your Tract must be solely domestic in nature and must comply with all of the City's (and Districts', if any) orders, ordinances, rules, and regulations, and with any amendments hereafter to such orders, ordinances, rules, and regulations.

10. The Districts shall not be responsible for making any tap or connection to any facilities constructed by the Districts. You will be responsible for obtaining from the City a connection(s) to the City's water system and sanitary sewer system. You will be responsible for paying the City any fees or charges required by the City in accordance with the City's rules, regulations, orders and ordinances, which fees and charges can be adjusted by the City from time to time.
11. As a user of the City's water and sewer services, you shall pay the applicable rates provided in, and the terms of services shall be subject to, the City's orders, ordinances, rules, and regulations. The City may amend its orders, ordinances, rules, and regulations from time to time.
12. This reservation shall not be assignable by you to anyone or any entity without the prior written consent of the Boards of Directors of the Districts.
13. This represents the entire agreement between the parties regarding the reservation of capacity for the Tract, any prior discussion or agreements being displaced hereby. Any prior reservations issued by the District with respect to the Tract are hereby withdrawn and are replaced by this reservation.
14. You are aware and acknowledge that the Districts lie entirely within the corporate boundaries of the City, and you are further aware and acknowledge that the City has the legal authority to dissolve the Districts. The Districts make no representation regarding when such dissolution might occur or what the effect of such dissolution might be upon this reservation letter.
15. Any Capacity not needed for the Tract following its development, as determined by either of the Districts' Boards of Directors, as applicable, shall be freed of this reservation and shall automatically revert to the Districts, as applicable.
16. This reservation of capacity described herein shall not be effective until the Districts have received a fully executed copy of this reservation letter from you.

The Districts look forward to dealing with you in the development of the Tract.

[EXECUTION PAGES FOLLOW]

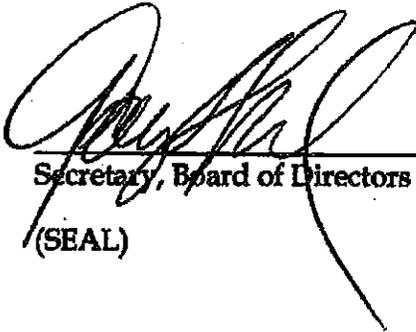
Very truly yours,

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 169



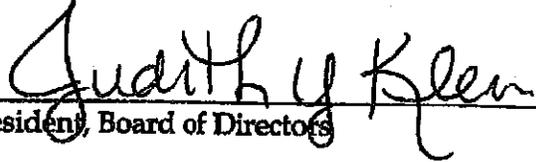
President, Board of Directors

ATTEST:



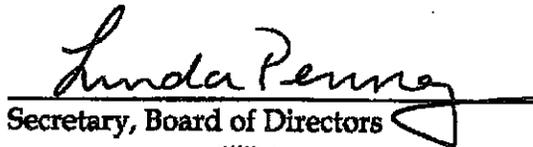
Secretary, Board of Directors
(SEAL)

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 173



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



The Shops at Cross Creek, LLC agrees to all of the above terms and conditions.

EXECUTED this 29th day of SEPTEMBER, 2015.

THE SHOPS AT CROSS CREEK, LLC, a
Texas limited liability company

By: _____

Name: Sandra P. Aron

Title: Partner

EXHIBIT A

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat The Market at Cross Creek Ranch - Partial Replat No 1 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: K. Koff DATE: 2-10-2017

Planning Commission Review

Approved
 Returned for additional data

ALL CORRECTIONS MADE PER ENGINEER'S RECOMMENDATIONS.

BY: Span DATE: 3-3-17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final Plat – The Market at Cross Creek Ranch Partial Replat No. 1
City of Fulshear, Texas

For Information only:

1. This replat will create two (2) Unrestricted Reserves that cover a total acreage of 13.80 acres.
2. Both Unrestricted Reserve "A" and "B" will have access to F.M. 1463 along their East boundary line through the Texas Department of Transportation's Permit Process. They will both also have access to Fulshear Bend Drive along their South boundary line.

Recommendations:

I recommend that this Final Plat of The Market at Cross Creek Ranch Partial Replat No. 1 be approved with the following items being noted:

- A) The City of Fulshear has an access ordinance that may affect these Reserves. Cross access easements will be required and should be added to the Final Plat.
- B) Since the original Reserve "C" was further subdivided, the Traffic Impact Analysis needs to be updated for the Final Plat submittal.
- C) Sheet 2 of 3 of the City Planning Letter was missing so it was not possible to verify if there are any Lien Holders.
- D) There are multiple easements shown on the plat that do not have their recording information shown. These have not been approved by the City and need to be marked as Private.





777 Post Oak Blvd. Suite 100
Houston, Texas 77056
Customer Service Department
Phone: (713) 626-9220

File No.: HT076070

DATE: February 08, 2017

CITY OF HOUSTON

ATTN: CITY PLANNING COMMISSION

GENTLEMEN:

A diligent search of the records contained in the Old Republic National Title Insurance Company abstract plant has been completed on the following described property:

All of Unrestricted RESERVE "C" in Block 1 of THE MARKET AT CROSS CREEK RANCH, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No. 20160270 of the Plat Records of Fort Bend County, Texas.

We find title to be apparently in:

HEB GROCERY COMPANY, LP, a Texas limited partnership, by virtue of Deed, dated August 14, 2015, filed for record on August 18, 2015, under Fort Bend County Clerk's File No(s). 2015093105.

Subject only to the following:

1. RESTRICTIONS:

As set forth in instrument filed for record under Fort Bend County Clerk's File No.(s) 2013123613, 2013145102, 2013146922, 2015087019, 2015093103, 2015093217, 2016132399 and 2016136971. **BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.**

2. EASEMENTS:

The following matters reflected on the recorded plat filed under Plat No. 20160270 of the Plat Records of Fort Bend County, Texas.

A building setback Twenty-five feet (25') in width along the South property line

A building setback Twenty-five feet (25') in width along the East property line

A pipeline easement granted to Transcontinental Gas Pipe Line Corp., as set forth and described in Volume 271, Page 33 of the Deed Records of Fort Bend County, Texas. Amended by supplemental right of way agreement set forth in instrument(s) filed for record under Fort Bend County Clerk's File No(s). 2005003089. Said pipeline easement is subject to those Consent to Use Easement Area set forth in instrument(s) filed for record under Fort Bend County Clerk's File No(s). 2007033179, 2008130303, 2008111375, 2009041973, 2010013092, 2011031972, 2013115500, 2013115501, 2013115502, 2013115503, 201413720, 2015019788.

A pipeline easement granted to Transcontinental Gas Pipe Line Corp., Cathodic Protection, as set forth and described in Volume 623, Page 763 of the Deed Records of Fort Bend County, Texas.

Water line easement 5 feet in width along the South property line, as shown on the recorded plat filed under Plat No. 20150033 of the Official Public Records of Fort Bend County, Texas.

Various storm sewer and sanitary sewer easement varying in width along the South property line, as shown on the recorded plat filed under Plat No. 20150033 of the Official Public 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 set forth in instrument(s) filed for record under Fort Bend County Clerk's File No(s). 2007050326 and 2009075716.

Assignment Of Municipal Utility District Reimbursables, filed for record under Fort Bend County Clerk's File No. 2015093110.

Memorandum Of Repurchase Option Agreement And Right of First Opportunity Agreement, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093111.

Purchase Option Agreement, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093112.

Repurchase Option Agreement, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093115.

A five feet (5') landscape and parking setback along the West property line, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093217.

A thirty-five feet (5') landscape and parking setback along the East property line, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093217.

A ten feet (10') building setback along the West property line, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093217.

A fifty feet (50') building setback along the South property line, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093217.

A fifty feet (50') building setback along the East property line, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093217.

A twenty feet (20') landscape and parking setback along the South property line, as set forth in instrument filed for record under Fort Bend County Clerk's File No. 2015093217.

3. LIENS:

Mechanic's Lien Affidavit filed for record on January 13, 2017, under Fort Bend County Clerk's File No. 2017004561 by MOHAMMAD YOUSEL / A&M CONTRACTORS, INC., claiming a lien on the herein described property in the amount of \$76,006.20.

SEARCH COMPLETE THROUGH: February 2, 2017



January 2017

BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042

Re: The Market at Cross Creek Ranch Partial Plat No 1

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 January 2017

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 713-637-5169 with any questions that you may have.

Sincerely,

A handwritten signature in black ink that reads "David Miller". The signature is written in a cursive style with a large initial "D" and a long horizontal stroke.

David Miller
Construction, Technician 3, Designer

Trey DeVillier

From: Trey DeVillier
Sent: Monday, February 06, 2017 9:13 AM
Cc: Trey DeVillier
Subject: THE MARKET AT CROSS CREEK RANCH PARTIAL REPLAT NO 1 - NO OBJECT REQUEST
Attachments: 2017-2-1_PLAT_THE MARKET AT CCR PARTIAL REPLAT NO 1.pdf

Please provide us a letter of “**utility availability**”, “**will serve**” or “**no objection**” for the attached plat as required for final plats by the City of Fulshear.

If you have any questions or require any additional information please feel free to call or email.

Respectfully,

Trey DeVillier | Platting Technician

BGE, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042
Tel: 281-558-8700 x8204
Direct: 713-488-8204
Fax: 281-558-9701
tdevillier@bgeinc.com
www.bgeinc.com



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LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

WHEREAS, HEB GROCERY COMPANY, LP, a Texas limited partnership, has platted that certain 13.80 acres tract of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. (d.b.a. BGE, Inc.) and known as THE MARKET AT CROSS CREEK RANCH PARTIAL REPLAT 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, MOHAMMAD YOUSEL / A&M CONTRACTORS, INC., 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. 2017004561 of the Real Property Records of Fort Bend County, Texas, and, is the holder 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 THE MARKET AT CROSS CREEK RANCH PARTIAL REPLAT 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 HEB GROCERY COMPANY, LP, 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 THE MARKET AT CROSS CREEK RANCH PARTIAL REPLAT NO 1 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of THE MARKET AT CROSS CREEK RANCH PARTIAL REPLAT 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 _____, 2017.

MOHAMMAD YOUSEL / A&M CONTRACTORS, INC.

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ of MOHAMMAD YOUSEL / A&M CONTRACTORS, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of _____

Printed Name: _____

My Commission Expires: _____

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



February 10, 2017

City of Fulshear
Attn: Sharon Valiante, Director of Public Works
30603 FM 1093
Fulshear, TX 77441

Sent Via: Email and Final Plat Sub.

Re: THE MARKET AT CROSS CREEK RANCH PARTIAL REPLAT NO 1
TIA Report

Dear Ms. Valiante:

Per recent comments by the city relating to the subject plat please accept this letter as notice an updated Traffic Impact Analysis (TIA) report and approval is in process. Upon approval of the updated TIA we will provide a copy to the city.

As always our team will work diligently with the city on any concerns. Please contact me if you have any questions or if any additional information is required.

Sincerely,

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

Trey DeVillier
Platting Tech

Cc: Benton Schmaltz
Tracy Youngblood
D. Offord, City Secretary
Michelle Killebrew, Building Official
CJ Snipes, City Manager
Brant Gary, Executive Director of Planning & Development

Enclosures: None

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BGE, Inc. · 10777 Westheimer Road, Suite 400 · Houston, Texas 77042 · 281-558-8700 · www.bgeinc.com

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Cross Creek Commons Retail Site - Partial Replat No 1 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: K. Kopf DATE: 2-10-2017

Planning Commission Review

Approved
 Returned for additional data

ALL CORRECTIONS MADE PER ENGINEER'S RECOMMENDATIONS.

BY: Pen DATE: 3-3-17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final Plat - Cross Creek Commons Retail Site; Partial Replat No. 1
City of Fulshear, Texas

For Information Only:

1. This plat will create six (6) additional Unrestricted Reserves from the original 10.08 acre Reserve.
2. All of these reserves will have access to F.M. 1463 along their East boundary line through the Texas Department of Transportation Permit System. Please Note: Care should be taken to insure that the driveways comply with the City of Fulshear's Access Ordinance.

Recommendations:

I recommend that this Final Plat of Cross Creek Commons Retail Site; Partial Replat No. 1 be approved with the following items being considered.

- A) A joint access easement exists along the two (2) North Reserves (Reserves "E" and "F"). I recommend that the joint access easement be extended South through the additional four (4) Reserves.
- B) The City Planning Letter shows that these tracts are owned by two (2) owners with Fulshear Car Wash Services, LLC owning Reserve "F" and A-S 132 S. Fry Road – FM 1463, L.P. owning the remaining reserves. The plat only shows one (1) owner for the entire tract. This needs to be resolved. If there are two owners, the Owners Dedication needs to refer to which reserves are owned by each owner. Since there appears to be two (2) owners and each owner has a Lien Holder, I do not believe either owner can enter into a Owner's Ratification of Plat must both sign the plat. Both owners must be referenced in the Plat's Title Block.





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: 02/10/2017

Date Received by the City of Fulshear: _____

Subdivision: CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT NO. 1 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
 Planned Development
 Zero Lot Line/ Patio Home
 Commercial
 Multi-Family Residential
 Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 7.227 Acres located in the J.W. Scott Survey, Abstract No. 321

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

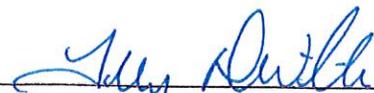
Total Acreage: 7.227
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 6
 Total Acres in Reserve: 7.227

Owner: A-S 132 S. FRY ROAD-FM 1463. L.P.
 Address: 8827 W. SAM HOUSTON PKWY N, STE. 200
 City/State: HOUSTON, TX 77040
 Telephone: 281-477-4300
 Email Address: _____

Engineer/Planner: BGE INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@bgeinc.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	\$680.68
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

02/10/2017
 DATE



VICINITY MAP
N.T.S.
KEY MAP NO. 523 H

CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT NO 1

A SUBDIVISION OF 7.227 ACRES OF LAND
LOCATED IN THE A.W. SCOTT SURVEY, A-321
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS
ALSO BEING A PARTIAL REPLAT OF RESERVE A,
CROSS CREEK COMMONS RETAIL SITE
RECORDED AT PLAT NO. 20100404, F.B.C.P.R.

REASON FOR REPLAT:
TO CREATE 9 RESERVES & 9 ALLOTTMENTS

LOTES: 0
RESERVES: 9
ALLOTTMENTS: 9

SCALE: 1"=40'

DATE: FEBRUARY, 2017

OWNER:
CROSS CREEK COMMONS, L.P.
2500 W. WYOMING STREET, SUITE 200
DALLAS, TEXAS 75241
DANA BROWN



DATE: 02/02/2017
TIME: 10:05:00 AM
DRAWN BY: JAMES W. HARRIS
CHECKED BY: JAMES W. HARRIS
PROJECT NO.: 20170001
JOB NO.: 20170001

- SPECIAL NOTES**
- "B.C." indicates "Boundary Commission".
 - "B.L." indicates "Building Line".
 - "B.L.C." indicates "Building Line Commission".
 - "B.L.E." indicates "Building Line Extension".
 - "B.L.F." indicates "Building Line Footprint".
 - "B.L.H." indicates "Building Line Height".
 - "B.L.L." indicates "Building Line Location".
 - "B.L.M." indicates "Building Line Measure".
 - "B.L.N." indicates "Building Line Note".
 - "B.L.O." indicates "Building Line Order".
 - "B.L.P." indicates "Building Line Plan".
 - "B.L.R." indicates "Building Line Record".
 - "B.L.S." indicates "Building Line Survey".
 - "B.L.T." indicates "Building Line Title".
 - "B.L.U." indicates "Building Line Unit".
 - "B.L.V." indicates "Building Line Value".
 - "B.L.W." indicates "Building Line Width".
 - "B.L.X." indicates "Building Line X-axis".
 - "B.L.Y." indicates "Building Line Y-axis".
 - "B.L.Z." indicates "Building Line Z-axis".

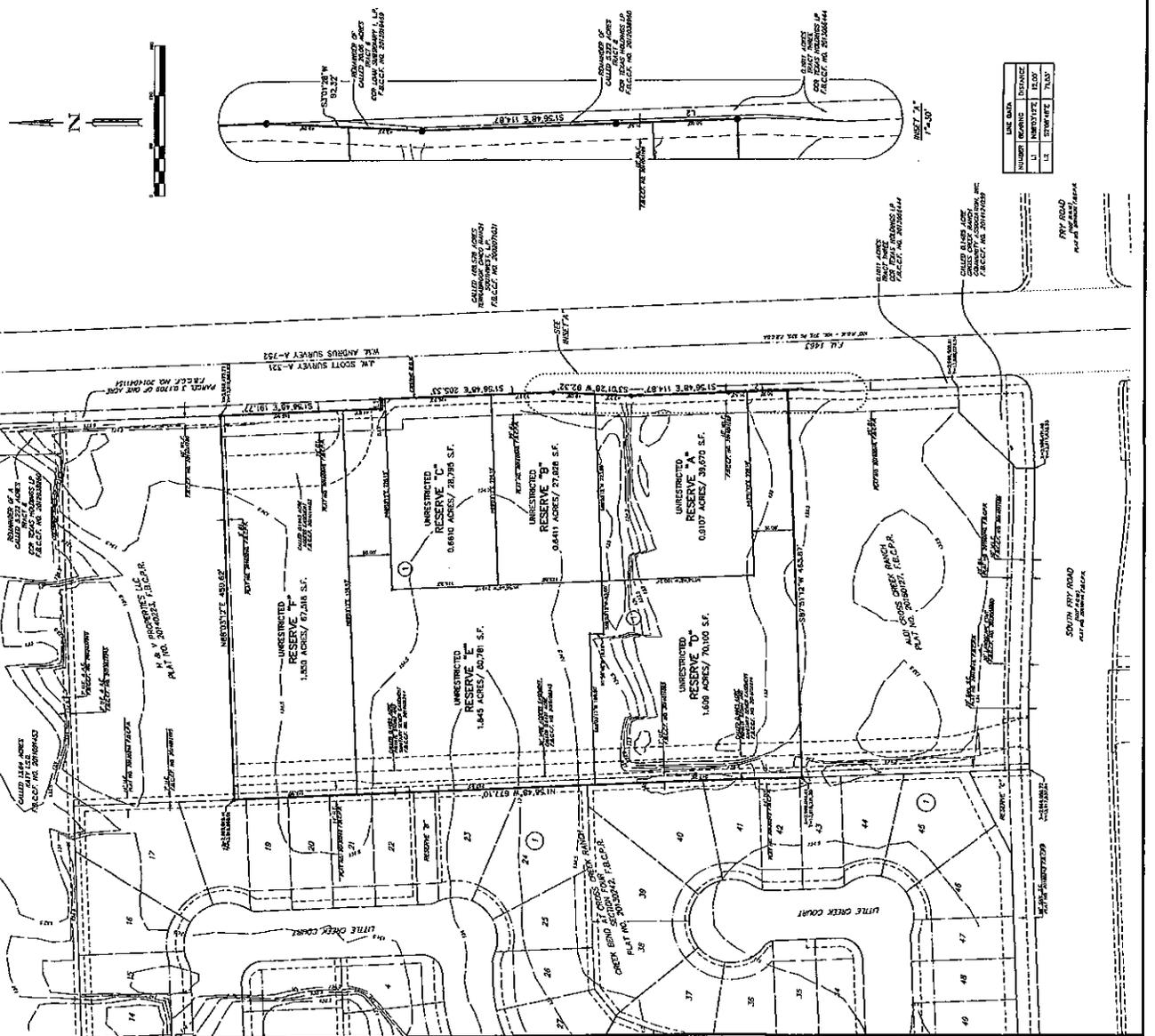
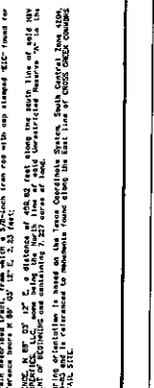
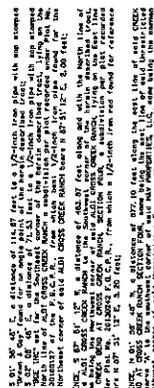
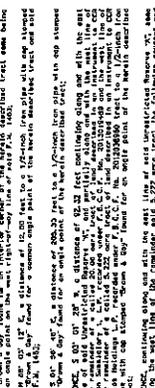
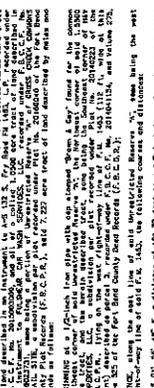
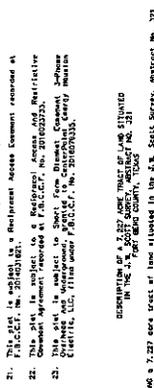
1. The property shown on this plat is a portion of the A.W. Scott Survey, A-321, City of Fulshear, Fort Bend County, Texas, also being a portion of Reserve A, Cross Creek Commons Retail Site, recorded at Plat No. 20100404, F.B.C.P.R. The total area of the property is 7.227 acres.

2. The property is being replatted to create 9 reserves and 9 allotments. The reserves are located as follows: Reserve A (0.8141 acres), Reserve B (0.6411 acres), Reserve C (0.8141 acres), Reserve D (0.6411 acres), Reserve E (0.8141 acres), Reserve F (0.6411 acres), Reserve G (0.8141 acres), Reserve H (0.6411 acres), and Reserve I (0.8141 acres). The allotments are located as follows: Allotment 1 (0.1111 acres), Allotment 2 (0.1111 acres), Allotment 3 (0.1111 acres), Allotment 4 (0.1111 acres), Allotment 5 (0.1111 acres), Allotment 6 (0.1111 acres), Allotment 7 (0.1111 acres), Allotment 8 (0.1111 acres), and Allotment 9 (0.1111 acres).

3. The reserves and allotments are being created in accordance with the provisions of the Texas Subdivision Act, Chapter 208, Texas Property Code, and the rules and regulations of the Texas Department of Licensing and Regulation.

4. The reserves and allotments are being created for the purpose of providing for the future development of the property. The reserves are being created to provide for the future development of the property in accordance with the provisions of the Texas Subdivision Act, Chapter 208, Texas Property Code, and the rules and regulations of the Texas Department of Licensing and Regulation.

5. The allotments are being created to provide for the future development of the property in accordance with the provisions of the Texas Subdivision Act, Chapter 208, Texas Property Code, and the rules and regulations of the Texas Department of Licensing and Regulation.



LINE DATA	REVISION	DATE
1	INITIALS	DATE
2	INITIALS	DATE
3	INITIALS	DATE

DATE: 02/02/2017
TIME: 10:05:00 AM
DRAWN BY: JAMES W. HARRIS
CHECKED BY: JAMES W. HARRIS
PROJECT NO.: 20170001
JOB NO.: 20170001



6710 Stewart Road, Suite 200
Galveston, Texas 77551

CITY PLANNING LETTER

Date: February 6, 2017

City of Fulshear, Texas
Planning and Zoning Commission
30603 F. M. 1093
Fulshear, Texas 77441

RE: File No. CS1650055

To Whom It May Concern:

This company (South Land Title, LLC) certifies that a diligent search of the real property records of South Land Title, LLC's title plant has been made, as to the herein described property and as of 8:00 AM on the 26th January, 2017, we find the following:

Record Owner: A-S 132 S. Fry Road-FM 1463, L.P., a Texas Limited partnership

Fulshear Car Wash Services, LLC, a Texas limited liability company (As to 1.55 acres out of Tract 1)

Legal Description:

TRACT 1:

BEING a 7.227 acre tract of land situated in the J.W. Scott Survey, Abstract No. 321 of Fort Bend County, Texas and a portion of the remainder of a called 10.08 acre tract of land described in an instrument to A-S 132 S. Fry Road FM 1463, L.P. recorded under F.B.C.C.F. No. 2015003009, and all of a called 1.5500 acre tract of land described in an instrument to FULSHEAR CAR WASH SERVICES, LLC, recorded under F.B.C.C.F. No. 2016023731, same being a portion of Unrestricted Reserve "A" of CROSS CREEK COMMONS RETAIL SITE, a subdivision per plat recorded under Plat No. 20160040 of the Fort Bend County Plat Records (F.B.C.P.R.), said 7.227 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 common Northeast corner of said Unrestricted Reserve "A", the Northeast corner of said 1.5500 acre tract, and the herein described tract, same being the Southeast corner of H&V PROPERTIES, LLC, a subdivision per plat recorded under Plat No. 20140223 of the F.B.C.P.R., lying on the west right-of-way line of F.M. 1463 (112 ft. wide at this point) described as parcel 3, recorded under F.B.C.C.F. No. 2014041154, and Volume 275, Page 525 of the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, along the east line of said Unrestricted Reserve "A", same being the west right-of-way line of said F.M. 1463, the following courses and distances:

S 01° 56' 48" E, a distance of 191.77 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an interior corner of the herein described tract same being an angle point on the west right-of-way line of said F.M. 1463;

N 88° 03' 12" E, a distance of 12.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for a common angle point of the herein described tract and said F.M. 1463;

S 01° 56' 48" E, a distance of 205.33 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of the herein described tract;

THENCE, S 03° 01' 28" W, a distance of 92.32 feet continuing along and with the east line of said Unrestricted Reserve "A", and partially along and with the west line of the remainder of a called 20.06 acre tract of land described in an instrument to CCR Loan Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2013019469 and the west line of the remainder of a called 5.222 acre tract of land described in an instrument to CCR Texas Holdings L.P. recorded under F.B.C.C.F. No. 2012038960 tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of the herein described tract;

THENCE, continuing along and with the east line of said Unrestricted Reserve "A", same being the west line of the remainder said 5.222 acre tract the following courses and distances:

S 01° 56' 48" E, a distance of 114.87 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of the herein described tract;

S 02° 08' 48" E, a distance of 71.53 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the Southeast corner of the herein described tract, lying on the North line of ALDI CROSS CREEK RANCH a subdivision per plat recorded under Plat No. 20160127 of the F.B.C.P.R., from which bent 1/2-inch iron pipe found for the Northeast corner of said ALDI CROSS CREEK RANCH bears N 87°51'12" E, 2.00 feet;

THENCE, S 87° 51' 12" W, a distance of 463.87 feet along and with the North line of said ALDI CROSS CREEK RANCH to the Southwest corner of the herein described tract, same being the Northwest corner of said ALDI CROSS CREEK RANCH, lying on the East line of CREEK BEND AT CROSS CREEK RANCH, SECTION FOUR, a subdivision per plat recorded under Plat No. 20130242 F.B.C.P.R., from which a 1/2-inch iron rod found for reference bears N 87° 51' 12" E, 5.20 feet;

THENCE, N 01° 56' 48" W, a distance of 677.10 feet along the east line of said CREEK BEND AT CROSS CREEK RANCH SECTION FOUR, same being the west line of said Unrestricted Reserve "A" to the southwest corner of said H&V PROPERTIES, LLC, same being the common Northwest corner of said Unrestricted Reserve "A", said 1.5500 acre tract, and the herein described tract, from which a 5/8-inch Iron rod with cap stamped "EIC" found for reference bears N 88° 03' 12" E, 2.23 feet;

THENCE, N 88° 03' 12" E, a distance of 459.62 feet along the south line of said H&V PROPERTIES, LLC, same being the North line of said Unrestricted Reserve "A" to the POINT OF BEGINNING and containing 7.227 acres of land.

TRACT 2:

Reciprocal Access Agreement for pedestrian and vehicular ingress and egress, as set forth and defined in instrument filed under Fort Bend County Clerk's File No. 2014031821, as amended by instruments filed under Fort Bend County Clerk's File No's. 2014114403 and 201508243.

TRACT 3:

Reciprocal Access Agreement for pedestrian and vehicular ingress and egress, as set forth and defined in instrument filed under Fort Bend County Clerk's File No. 2016023733.

Restrictions:

Those filed under Plat No's. 20160040 and 20160127 of the Plat Records of Fort Bend County, Texas, and those filed under Fort Bend County Clerk's File No's. 2005003096, 2008054441, 2010127400, 2012016789, 2012038962, 2012106541, 2012141785, 2012144757, 2013012580, 2011070465, 2014031823, 2013123613, 2015087019, 2015093103, 2015002969, 2016023729, 2016023730, 2016023733, 2016082114, 2016098224 and 2016101020.

Easements:

An easement 7 feet wide, along the west property line as reflected on the plat of Cross Creek Commons Retail Site, an addition in Fort Bend County, Texas according to the map or plat thereof, recorded under Plat No. 20160040 of the Plat Records of Fort Bend County, Texas, and on the plat of Aldi Cross Creek Ranch, an addition in Fort Bend County according to the map or plat recorded under Plat No. 20160127 of the Plat Records of Fort Bend County, Texas

A water line easement 10 feet wide along the east and south property lines, as granted to the Fort Bend County Municipal Utility District No. 169 by instrument filed under Fort Bend County Clerk's File No. 2014011189, and as reflected and disclosed on the recorded map or plat thereof, and as further reflected and disclosed on the recorded maps or plats filed under Plat No's. 20160040 and 20160127 of the Plat Records of Fort Bend County, Texas.

Subject to the terms, conditions and stipulations contained in that certain Reciprocal Easement Agreement creating a 40 feet wide reciprocal easement along the east property line, as set forth and defined in instrument filed under Fort Bend County Clerk's File No. 2014031821 (the "Eastern Driveway"), as amended by instrument filed under Fort Bend County Clerk's File No. 2014114403 and 2015108243, and as reflected and disclosed on the recorded map or plat's thereof, recorded under Plat No's. 20160040 and 20160127 of the Plat Records of Fort Bend County, Texas.

Subject to the terms, conditions, stipulations and easement rights, as set forth and defined in that certain Declaration Of Covenants, Conditions And Restrictions For Cross Creek Ranch Commercial Property, filed under Fort Bend County Clerk's File No. 2013123613.

Short form Blanket Easement 3-Phase Overhead And Underground, filed under Fort Bend County Clerk's File No. 2016079335.

Reciprocal Access Agreement for pedestrian and vehicular ingress and egress, as set forth and defined in instrument filed under Fort Bend County Clerk's File No. 2016023733, and as further reflected and disclosed on the recorded map or plat thereof, recorded under Plat No. 20160040 of the Plat Records of Fort Bend County, Texas.

A private storm and sanitary sewer easement 20 feet wide located along the west property line, as set forth and defined in instrument filed under Fort Bend County Clerk's File No. 2014101244, and as reflected on the map or plat of Cross Creek Commons Retail Site, an addition in Fort Bend County according to the map or plat recorded under Plat No. 20160040 of the Plat Records of Fort Bend County, Texas, and the plat of Aldi Cross Creek Ranch, an addition in Fort Bend County according to the map or plat recorded under Plat No.20160127 of the Plat Records of Fort Bend County, Texas

A 10 feet wide sanitary sewer easement along the south property line, as reflected on the plat of Aldi Cross Creek Ranch, an addition in Fort Bend County according to the map or plat recorded under Plat No.20160127 of the Plat Records of Fort Bend County, Texas.

A non-exclusive easement for vehicular and pedestrian ingress, egress and parking, as set forth and defined in that certain Memorandum of Lease, filed under Fort Bend County Clerk's File No. 2016098224.

Building set back line of 5 feet along the north property line, as reflected and disclosed on the map or plat of Cross Creek Commons Retail Site, an addition in Fort Bend County according to the map or plat recorded under Plat No. 20160040 of the Plat Records of Fort Bend County, Texas, and as reflected and disclosed on the recorded map or plat thereof.

Building set back line of 25 feet along the east property line, as reflected and disclosed on the map or plat of Cross Creek Commons Retail Site, an addition in Fort Bend County according to the map or plat recorded under Plat No. 20160040 of the Plat Records of Fort Bend County, Texas, and the plat of Aldi Cross Creek Ranch, an addition in Fort Bend County according to the map or plat recorded under Plat No.20160127 of the Plat Records of Fort Bend County, Texas.

Building set back line of 25 feet along the south property line, as reflected on the plat of Aldi Cross Creek Ranch, an addition in Fort Bend County according to the map or plat recorded under Plat No.20160127 of the Plat Records of Fort Bend County, Texas.

Liens:

Deed of Trust dated May 4, 2015, filed for record under Fort Bend County Clerk's File No. 2015046823, executed by A-S 132 S. Fry road-FM 1463, L.P., to Kyle D. Lippman, Trustee(s), and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, securing one promissory note of even date therewith in the principal amount of \$6,160,000.00 (Six Million One Hundred Sixty Thousand and 00/100), payable as therein provided to the order of 43 Quest Sears, L.P. (Tracts 1 and 3)

Deed of Trust dated July 28, 2016, filed for record under Fort Bend County Clerk's File No. 2016084567, executed by Fulshear Car Wash Services, LLC, to Bart O. Caraway, Trustee(s), and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, securing one promissory note of even date therewith in the principal amount of \$3,700,000.00 (Three Million Seven Hundred Thousand and 00/100), payable as therein provided to the order of Third Coast Bank, SSB. (Tract 2)

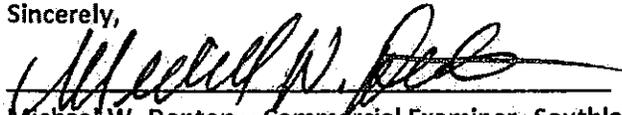
No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall insure to the benefit of PLATTING. Liability of South Land Title, LLC 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 South Land Title, LLC 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. South Land Title, LLC 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 SOUTHLAND TITLE, LLC (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,



Michael W. Denton – Commercial Examiner--Southland Title, L.L.C.



February 6, 2017

BGE, Inc.
Attn: Trey DeVillier
10777 Westheimer, Suite 400
Houston, Texas 77042

Dear Trey DeVillier,

AT&T is pleased to respond to your request for no objection letter of plans received for the CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT NO 1 located at FM 1463 @ S Fry Rd. 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: 281-341-4312 or e-mail me at: mb2759@att.com.

Sincerely,

Mike Broussard

Mike Broussard
Manager OSP Planning and Engineering Design

Trey DeVillier

From: Trey DeVillier
Sent: Monday, February 06, 2017 9:13 AM
Cc: Trey DeVillier
Subject: CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT NO 1 - NO OBJECT REQUEST
Attachments: 2017-1-13_PLAT_CC COMMONS RETAIL PARTIAL REPLAT NO 1_prelimSUBcopy.pdf

Please provide us a letter of **"utility availability"**, **"will serve"** or **"no objection"** for the attached plat as required for final plats by the City of Fulshear.

If you have any questions or require any additional information please feel free to call or email.

Respectfully,

Trey DeVillier | Platting Technician

BGE, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042
Tel: 281-558-8700 x8204
Direct: 713-488-8204
Fax: 281-558-9701
tdevillier@bgeinc.com
www.bgeinc.com



Serving. Leading. Solving.™

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

WHEREAS, A-S 132 S. FRY ROAD-FM 1463, L.P., a Texas limited partnership and FULSHEAR CAR WASH SERVICES, LLC, a Texas Limited Liability company, has platted that certain 7.227 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. (d.b.a. BGE, Inc.) and known as CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT 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, 43 Quest Sears, L.P., 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. 2015046823 of the Real Property Records of Fort Bend County, Texas, and, is the holder 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 COMMONS RETAIL SITE PARTIAL REPLAT 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 A-S 132 S. FRY ROAD-FM 1463, 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 COMMONS RETAIL SITE PARTIAL REPLAT NO 1 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT 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 _____, 2017.

43 Quest Sears, L.P.

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ of 43 Quest Sears, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of _____

Printed Name: _____

My Commission Expires: _____

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

WHEREAS, FULSHEAR CAR WASH SERVICES, LLC, a Texas limited liability company and A-S 132 S. FRY ROAD-FM 1463, L.P., a Texas limited partnership, has platted that certain 7.227 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. (d.b.a. BGE, Inc.) and known as CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT 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, Third Coast Bank, SSB, 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. 2016084567 of the Real Property Records of Fort Bend County, Texas, and, is the holder 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 COMMONS RETAIL SITE PARTIAL REPLAT 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 FULSHEAR CAR WASH SERVICES, LLC, a Texas limited liability company, 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 COMMONS RETAIL SITE PARTIAL REPLAT NO 1 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CROSS CREEK COMMONS RETAIL SITE PARTIAL REPLAT 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 _____, 2017.

Third Coast Bank, SSB

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Third Coast Bank, SSB, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of _____

Printed Name: _____

My Commission Expires: _____

OWNER'S RATIFICATION OF PLAT

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, A-S 132 S. Fry Road-FM 1463, L.P., a Texas limited partnership and Fulshear Car Wash Services, LLC, a Texas limited liability company are the owner(s) of that certain 7.227 tract of land out of the J. W. Scott Survey, A-321 City of Fulshear, Fort Bend County, Texas, said tract being further described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, A-S 132 S. Fry Road-FM 1463, L.P., a Texas limited partnership, has platted the herein above described tract of land into a subdivision known as Cross Creek Commons Retail Site Partial Replat No 1, recorded at Plat No _____, in the Map Records of Fort Bend County, Texas; and

WHEREAS, the undersigned owner(s) did not join in the platting or sign the plat of said Cross Creek Commons Retail Site Partial Replat No 1, but is willing to ratify and confirm said subdivision plat and consent to all its terms and conditions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Fulshear Car Wash Services, LLC, a Texas limited liability company, is the owner of that certain tract of land containing 1.55 acres located within the subdivision, as described by deed dated March 8, 2016, from A-S 132 S. Fry Road-FM 1463, L.P., a Texas limited partnership recorded under Clerk's File No. 2016023731 of the Official Public Records of Real Property of Fort Bend County, Texas, which is a portion of Reserve "A" of Cross Creek Commons Retail Site, recorded at Plat Number 20160040, of the Map Records of Fort Bend County, Texas.

That the undersigned, by executing this Owner's Ratification of Plat:

- 1) Confirms that he is the owner of the respective tract described in the deed referred to above, and
- 2) Represents that the tract owned by him is subject only to the vendor's lien described in the deed referred to above, and
- 3) Hereby ratifies, confirms, and consents to the subdivision plat of Cross Creek Commons Retail Site Partial Replat No 1 and all terms and conditions therein contained, as described and referred to herein and as described in as shown on the plat Cross Creek Commons Retail Site Partial Replat No 1 with the same force and effect as the undersigned had originally joined in the plat or signed the plat of Cross Creek Commons Retail Site Partial Replat No 1

EXECUTED this ____ day of _____, 2017.

Fulshear Car Wash Services, LLC, a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Fulshear Car Wash Services, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of _____

Printed Name: _____

My Commission Expires: _____

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarron Section 24 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: K. Kempf DATE: 2-13-2017

Planning Commission Review

Approved
 Returned for additional data

ALL CORRECTIONS WERE MADE PER ENGINEER'S RECOMMENDATIONS

BY: A Pen DATE: 3-3-17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final Plat – Tamarron Section 24
City of Fulshear, Texas

For Information only:

1. This plat will create 51 Lots in one (1) Reserve in three (3) Blocks that covers a total area of 11.918 acres.
2. Access to this section is from Possession Island Lane and from Yellowstone Preserve Drive from Tamarron Section 16.
3. This tract is located in the ETJ of the City of Fulshear so approval will be needed from both the City of Fulshear and Fort Bend County.
4. The Typical Lot in this Section appears to be 50 foot by 135 foot with a 25 foot Front Building Line.

Recommendations:

I recommend that this Final Plat of Tamarron Section 24 be approved once the following items are addressed:

- A) No City Planning Letter was provided for review.
- B) The boundary line between Katy ISD and Lamar Consolidated ISD needs to be clearly shown on both the plat and the Vicinity Map.
- C) There is a long rectangular inset shown on the plat that appears to extend South and is outside the plat boundary lines. The easements shown outside the plat boundary line will not be created by this plat.





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

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 REC'D FEB 13 2017

Subdivision/Development Platting Application

Date: 02/13/2017 Date Received by the City of Fulshear: 02/13/2017
 Subdivision: TAMARRON SECTION 24 Development: TAMARRON

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: 11.918 ACRES IN THE A.G. SHARPLESS SURVEY, A-322

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

Total Acreage: 11.918
 Number of Streets: 4
 Number of Lots: 51
 Number and Types of Reserves: 1
 Total Acres in Reserve: 0.175

Owner: D.R. HORTON-TEXAS, LTD.
 Address: 14100 SOUTHWEST FREEWAY, SUITE 500
 City/State: SUGAR LAND, TEXAS 77478
 Telephone: 281-566-2100
 Email Address: _____

Engineer/Planner: LJA ENGINEERING, INC.
 Contact Person: GEOFF FREEMAN
 Telephone: 713-358-8830
 Fax Number: _____
 Email Address: gfreeman@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 \$1,052.95	
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.

MAF _____ Geoffrey A. Freeman / Platting Manager 02-13-2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE



January 12, 2017

Geoffrey A. Freeman
Platting Manager

LJA Engineering | We Build Civilization
Katy
P: 713.953.5200
D: 713.358.8830
www.ljaengineering.com

Re: Tamarron 24

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 January 12, 2017

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 713-637-5169 with any questions that you may have.

Sincerely,

A handwritten signature in black ink that reads "David Miller". The signature is written in a cursive, flowing style.

David Miller
Construction, Technician 3, Designer



January 16, 2017

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Preliminary Plat of Tamarron Section 24

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 January 9, 2017.

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 blue ink that reads "Sheila R. Agee". The signature is fluid and cursive.

Sheila R. Agee
Senior Right of Way Agent

C: Geoff Freeman <gfreeman@ljaengineering.com>

PLR17.027

LJA Engineering, Inc.



1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 www.ljaengineering.com
TBPE No F-1386

January 31, 2017

Mr. Neil Goertz
Fort Bend County Drainage District
1124 Blume Rd.
Rosenberg, Texas 77471

Re: Tamarron Section 24 Preliminary Plat and Construction Plans
 Fort Bend County Municipal Utility District No. 182
 Job No. 1931-6024 (6.1)

Dear Mr. Goertz:

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, Drainage Facilities including detention capacity and outfall are currently available or under design to serve this.

FBCMUD No. 182 certifies that the design of this section of development is in full compliance with the most up-to-date master drainage plan titled "Master Drainage Plan for Tamarron Lakes," dated October 23, 2013, and approved by the Fort Bend County Drainage District on April 1, 2014.

Should you have any questions or need any additional information concerning these plans, please call me at 713.380.4430.

Sincerely,

A handwritten signature in blue ink that reads "Melony Gay". The signature is written in a cursive, flowing style.

Melony Gay, PE
Senior Project Manager

MFG/dl

CITY OF FORT BEND

WHEREAS, the undersigned, as the duly authorized officers of the City of Fort Bend, Texas, do hereby certify that the following is a true and correct copy of the original plat as recorded in the public records of Fort Bend County, Texas, to wit: ...

THIS PLAT WAS PREPARED BY THE CITY PLANNING COMMISSION OF THE CITY OF FORT BEND, TEXAS, AND IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FORT BEND, TEXAS, ON THIS _____ DAY OF _____, 2017.

BY: _____, CITY CLERK

BY: _____, CITY ENGINEER

BY: _____, CITY COMMISSIONER

CITY OF FORT BEND

WHEREAS, the undersigned, as the duly authorized officers of the City of Fort Bend, Texas, do hereby certify that the following is a true and correct copy of the original plat as recorded in the public records of Fort Bend County, Texas, to wit: ...

THIS PLAT WAS PREPARED BY THE CITY PLANNING COMMISSION OF THE CITY OF FORT BEND, TEXAS, AND IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FORT BEND, TEXAS, ON THIS _____ DAY OF _____, 2017.

BY: _____, CITY CLERK

BY: _____, CITY ENGINEER

BY: _____, CITY COMMISSIONER

CITY OF FORT BEND

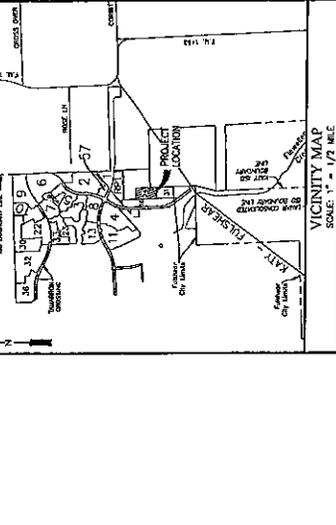
WHEREAS, the undersigned, as the duly authorized officers of the City of Fort Bend, Texas, do hereby certify that the following is a true and correct copy of the original plat as recorded in the public records of Fort Bend County, Texas, to wit: ...

THIS PLAT WAS PREPARED BY THE CITY PLANNING COMMISSION OF THE CITY OF FORT BEND, TEXAS, AND IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FORT BEND, TEXAS, ON THIS _____ DAY OF _____, 2017.

BY: _____, CITY CLERK

BY: _____, CITY ENGINEER

BY: _____, CITY COMMISSIONER



1. LATA, BROWN, COUNTY CLERK, AND FOR THE FORT BEND COUNTY, TEXAS, WHEREBY THE PLANNING COMMISSION HAS BEEN AUTHORIZED TO RECORD THIS PLAT IN THE PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.

BY: _____, CITY CLERK

BY: _____, CITY ENGINEER

BY: _____, CITY COMMISSIONER

FINAL PLAT OF TAMARRON SECTION 24 A SUBDIVISION OF 11,818 ACRES OF LAND SITUATED IN THE A.C. SHARPLESS SURVEY, ASSAULT, TEXAS, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS.

51 LOTS 1 RESERVE (0.175 ACRES) 3 BLOODS FEBRUARY 03, 2017 JOB NO. 1931-8024

OWNERS: D.R. HORTON, LTD. A TEXAS LIMITED PARTNERSHIP CHRIS LINDBORST, PRESIDENT 14100 SOUTHWEST FREWAY, SUITE 200, SUGAR LAND, TEXAS 77478

ENGINEER/SUPPLICATOR: LJA Engineering, Inc. 508 Sageman Drive Houston, Texas 77062

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarcon Section 31 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: Kc Kerpf DATE: 2-13-2017

Planning Commission Review

Approved
 Returned for additional data

ALL CORRECTIONS WERE MADE PER ENGINEER'S RECOMMENDATIONS

BY: APem DATE: 3-3-17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final Plat – Tamarron Section 31
City of Fulshear, Texas

For Information only:

1. This plat will create 62 Lots in four (4) Reserves in three (3) Blocks that covers a total area of 15.341 acres.
2. Access to this section is from Prairie Landing Lane and from Yulee Mill Drive from Tamarron Sections 16 & 24.
3. This tract is located in the ETJ of the City of Fulshear so approval will be needed from both the City of Fulshear and Fort Bend County.
4. The Typical Lot in this Section appears to be 50 foot and 60 foot by 140 foot with a 25 foot Front Building Line.

Recommendations:

I recommend that this Final Plat of Tamarron Section 31 be approved with the following items being addressed:

- A) There was no City Planning Letter provided with this plat.
- B) The boundary line between Katy ISD and Lamar Consolidated ISD needs to be clearly shown in the area of this Section on both the Vicinity Map and the plat.





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

rk

REC'D FEB 13 2017

Subdivision/Development Platting Application

Date: 02/13/2017 Date Received by the City of Fulshear: 02/13/2017
 Subdivision: TAMARRON SECTION 31 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: 15.341 ACRES IN THE A.G. SHARPLESS SURVEY, A-322

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

Total Acreage: 15.341
 Number of Streets: 4
 Number of Lots: 62
 Number and Types of Reserves: 4
 Total Acres in Reserve: 1.027

Owner: D.R. HORTON-TEXAS, LTD.
 Address: 14100 SOUTHWEST FREEWAY, SUITE 500
 City/State: SUGAR LAND, TEXAS 77478
 Telephone: 281-566-2100
 Email Address: _____

Engineer/Planner: LJA ENGINEERING, INC.
 Contact Person: GEOFF FREEMAN
 Telephone: 713-358-8830
 Fax Number: _____
 Email Address: gfreeman@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 \$1,193.53	
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.

GA Freeman _____
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE
 Geoffrey A. Freeman / Platting Manager 02-13-2017

LJA Engineering, Inc.



1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 www.ljaengineering.com
TBPE № F-1386

January 31, 2017

Mr. Neil Goertz
Fort Bend County Drainage District
1124 Blume Rd.
Rosenberg, Texas 77471

Re: Tamarron Section 31 Preliminary Plat and Construction Plans
 Fort Bend County Municipal Utility District No. 182
 Job No. 1931-6031 (6.1)

Dear Mr. Goertz:

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, Drainage Facilities including detention capacity and outfall are currently available or under design to serve this.

FBCMUD No. 182 certifies that the design of this section of development is in full compliance with the most up-to-date master drainage plan titled "Master Drainage Plan for Tamarron Lakes," dated October 23, 2013, and approved by the Fort Bend County Drainage District on April 1, 2014.

Should you have any questions or need any additional information concerning these plans, please call me at 713.380.4430.

Sincerely,

A handwritten signature in blue ink that reads "Melony Gay". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Melony Gay, PE
Senior Project Manager

MFG/dl



January 16, 2017

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Preliminary Plat of Tamarron Section 31

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 January 9, 2017.

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 blue ink that reads "Sheila R. Agee". The signature is written in a cursive style.

Sheila R. Agee
Senior Right of Way Agent

C: Geoff Freeman <gfreeman@ljaengineering.com>

PLR17.028



January 12, 2017

Geoffrey A. Freeman
Platting Manager

LJA Engineering | We Build Civilization
Katy
P: 713.953.5200
D: 713.358.8830
www.ljaengineering.com

Re: Tamarron 31

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 January 12, 2017

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.

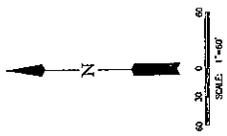
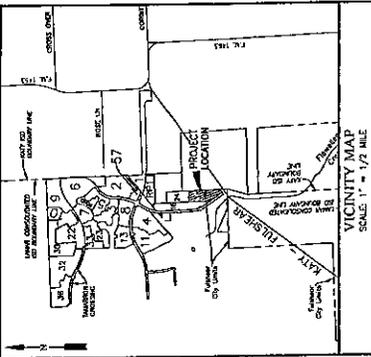
Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

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 713-637-5169 with any questions that you may have.

Sincerely,

David Miller
Construction, Technician 3, Designer



CURVE TABLE

CURVE MARKS	BEVLA	ARC	CHORD	CHORD BEARING
01	200.00	87.27	187.74	N. 87.27° W. 187.74' E.
02	200.00	77.74	182.57	N. 77.74° W. 182.57' E.
03	200.00	71.43	176.50	N. 71.43° W. 176.50' E.
04	200.00	64.57	169.74	N. 64.57° W. 169.74' E.
05	200.00	57.43	162.50	N. 57.43° W. 162.50' E.
06	200.00	50.27	154.97	N. 50.27° W. 154.97' E.
07	200.00	43.27	147.27	N. 43.27° W. 147.27' E.
08	200.00	36.43	139.50	N. 36.43° W. 139.50' E.
09	200.00	29.74	131.74	N. 29.74° W. 131.74' E.
10	200.00	23.27	124.00	N. 23.27° W. 124.00' E.
11	200.00	16.93	116.27	N. 16.93° W. 116.27' E.
12	200.00	10.74	108.57	N. 10.74° W. 108.57' E.
13	200.00	4.74	100.97	N. 4.74° W. 100.97' E.
14	200.00	0.00	93.50	N. 0.00° W. 93.50' E.
15	200.00	0.00	86.17	N. 0.00° W. 86.17' E.
16	200.00	0.00	78.97	N. 0.00° W. 78.97' E.
17	200.00	0.00	71.90	N. 0.00° W. 71.90' E.
18	200.00	0.00	64.97	N. 0.00° W. 64.97' E.
19	200.00	0.00	58.17	N. 0.00° W. 58.17' E.
20	200.00	0.00	51.50	N. 0.00° W. 51.50' E.
21	200.00	0.00	45.00	N. 0.00° W. 45.00' E.
22	200.00	0.00	38.67	N. 0.00° W. 38.67' E.
23	200.00	0.00	32.50	N. 0.00° W. 32.50' E.
24	200.00	0.00	26.50	N. 0.00° W. 26.50' E.
25	200.00	0.00	20.67	N. 0.00° W. 20.67' E.
26	200.00	0.00	15.00	N. 0.00° W. 15.00' E.
27	200.00	0.00	9.50	N. 0.00° W. 9.50' E.
28	200.00	0.00	4.17	N. 0.00° W. 4.17' E.
29	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
30	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
31	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
32	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
33	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
34	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
35	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
36	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
37	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
38	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
39	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
40	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
41	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
42	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
43	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
44	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
45	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
46	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
47	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
48	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
49	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
50	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
51	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
52	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
53	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
54	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
55	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
56	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
57	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
58	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
59	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
60	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
61	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
62	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
63	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
64	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
65	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
66	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
67	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
68	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
69	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
70	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
71	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
72	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
73	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
74	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
75	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
76	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
77	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
78	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
79	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
80	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
81	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
82	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
83	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
84	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
85	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
86	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
87	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
88	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
89	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
90	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
91	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
92	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
93	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
94	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
95	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
96	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
97	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
98	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
99	200.00	0.00	0.00	N. 0.00° W. 0.00' E.
100	200.00	0.00	0.00	N. 0.00° W. 0.00' E.

LINE TABLE

LINE	BEVLA	ARC	CHORD	CHORD BEARING
1	100.00	43.64	90.87	N. 43.64° W. 90.87' E.
2	100.00	39.17	82.50	N. 39.17° W. 82.50' E.
3	100.00	35.27	75.00	N. 35.27° W. 75.00' E.
4	100.00	31.93	68.17	N. 31.93° W. 68.17' E.
5	100.00	29.17	61.97	N. 29.17° W. 61.97' E.
6	100.00	26.93	56.27	N. 26.93° W. 56.27' E.
7	100.00	25.17	51.00	N. 25.17° W. 51.00' E.
8	100.00	23.87	46.17	N. 23.87° W. 46.17' E.
9	100.00	23.00	41.74	N. 23.00° W. 41.74' E.
10	100.00	22.57	37.74	N. 22.57° W. 37.74' E.
11	100.00	22.57	34.17	N. 22.57° W. 34.17' E.
12	100.00	22.93	31.00	N. 22.93° W. 31.00' E.
13	100.00	23.64	28.17	N. 23.64° W. 28.17' E.
14	100.00	24.67	25.67	N. 24.67° W. 25.67' E.
15	100.00	26.00	23.50	N. 26.00° W. 23.50' E.
16	100.00	27.64	21.67	N. 27.64° W. 21.67' E.
17	100.00	29.57	20.17	N. 29.57° W. 20.17' E.
18	100.00	31.77	19.00	N. 31.77° W. 19.00' E.
19	100.00	34.27	18.17	N. 34.27° W. 18.17' E.
20	100.00	37.00	17.50	N. 37.00° W. 17.50' E.
21	100.00	40.00	17.00	N. 40.00° W. 17.00' E.
22	100.00	43.17	16.67	N. 43.17° W. 16.67' E.
23	100.00	46.50	16.50	N. 46.50° W. 16.50' E.
24	100.00	50.00	16.50	N. 50.00° W. 16.50' E.
25	100.00	53.67	16.67	N. 53.67° W. 16.67' E.
26	100.00	57.50	16.97	N. 57.50° W. 16.97' E.
27	100.00	61.50	17.50	N. 61.50° W. 17.50' E.
28	100.00	65.67	18.17	N. 65.67° W. 18.17' E.
29	100.00	70.00	19.00	N. 70.00° W. 19.00' E.
30	100.00	74.50	19.97	N. 74.50° W. 19.97' E.
31	100.00	79.17	21.17	N. 79.17° W. 21.17' E.
32	100.00	84.00	22.50	N. 84.00° W. 22.50' E.
33	100.00	89.00	24.00	N. 89.00° W. 24.00' E.
34	100.00	94.17	25.67	N. 94.17° W. 25.67' E.
35	100.00	99.50	27.50	N. 99.50° W. 27.50' E.
36	100.00	105.00	29.50	N. 105.00° W. 29.50' E.
37	100.00	110.67	31.67	N. 110.67° W. 31.67' E.
38	100.00	116.50	34.00	N. 116.50° W. 34.00' E.
39	100.00	122.50	36.50	N. 122.50° W. 36.50' E.
40	100.00	128.67	39.17	N. 128.67° W. 39.17' E.
41	100.00	135.00	42.00	N. 135.00° W. 42.00' E.
42	100.00	141.50	45.00	N. 141.50° W. 45.00' E.
43	100.00	148.17	48.17	N. 148.17° W. 48.17' E.
44	100.00	155.00	51.50	N. 155.00° W. 51.50' E.
45	100.00	162.00	55.00	N. 162.00° W. 55.00' E.
46	100.00	169.17	58.67	N. 169.17° W. 58.67' E.
47	100.00	176.50	62.50	N. 176.50° W. 62.50' E.
48	100.00	184.00	66.50	N. 184.00° W. 66.50' E.
49	100.00	191.67	70.67	N. 191.67° W. 70.67' E.
50	100.00	199.50	75.00	N. 199.50° W. 75.00' E.
51	100.00	207.50	79.50	N. 207.50° W. 79.50' E.
52	100.00	215.67	84.17	N. 215.67° W. 84.17' E.
53	100.00	224.00	89.00	N. 224.00° W. 89.00' E.
54	100.00	232.50	94.00	N. 232.50° W. 94.00' E.
55	100.00	241.17	99.17	N. 241.17° W. 99.17' E.
56	100.00	250.00	104.50	N. 250.00° W. 104.50' E.
57	100.00	259.00	110.00	N. 259.00° W. 110.00' E.
58	100.00	268.17	115.67	N. 268.17° W. 115.67' E.
59	100.00	277.50	121.50	N. 277.50° W. 121.50' E.
60	100.00	287.00	127.50	N. 287.00° W. 127.50' E.
61	100.00	296.67	133.67	N. 296.67° W. 133.67' E.
62	100.00	306.50	140.00	N. 306.50° W. 140.00' E.
63	100.00	316.50	146.50	N. 316.50° W. 146.50' E.
64	100.00	326.67	153.17	N. 326.67° W. 153.17' E.
65	100.00	337.00	160.00	N. 337.00° W. 160.00' E.
66	100.00	347.50	167.00	N. 347.50° W. 167.00' E.
67	100.00	358.17	174.17	N. 358.17° W. 174.17' E.
68	100.00	369.00	181.50	N. 369.00° W. 181.50' E.
69	100.00	380.00	189.00	N. 380.00° W. 189.00' E.
70	100.00	391.17	196.67	N. 391.17° W. 196.67' E.
71	100.00	402.50	204.50	N. 402.50° W. 204.50' E.
72	100.00	414.00	212.50	N. 414.00° W. 212.50' E.
73	100.00	425.67	220.67	N. 425.67° W. 220.67' E.
74	100.00	437.50	229.00	N. 437.50° W. 229.00' E.
75	100.00	449.50	237.50	N. 449.50° W. 237.50' E.
76	100.00	461.67	246.17	N. 461.67° W. 246.17' E.
77	100.00	474.00	255.00	N. 474.00° W. 255.00' E.
78	100.00	486.50	264.00	N. 486.50° W. 264.00' E.
79	100.00	499.17	273.17	N. 499.17° W. 273.17' E.
80	100.00	512.00	282.50	N. 512.00° W. 282.50' E.
81	100.00	525.00	292.00	N. 525.00° W. 292.00' E.
82	100.00	538.17	301.67	N. 538.17° W. 301.67' E.
83	100.00	551.50	311.50	N. 551.50° W. 311.50' E.
84	100.00	565.00	321.50	N. 565.00° W.

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarron Section 36/Final Plat (Revised)

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: X. Kopf DATE: 2-13-2017

Planning Commission Review

Approved
 Returned for additional data

BY: A. Remu DATE: 3.3.17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final Plat (Revised) - Tamarron Section 36
City of Fulshear, Texas

For Information only:

1. This plat will create 103 Lots in three (3) Blocks with five (5) Reserves that cover an area of 23.184 acres.
2. Access to this section is from an extension of McDonough Way out of Section 32.
3. The typical lot in this section appears to be 50-foot by 120-foot with a 25-foot Front Building Line.
4. Since this tract is located in the E.T.J. of the City of Fulshear approval will be required from Fort Bend County and the City of Fulshear.

Recommendations:

I recommend that this Final Plat of Tamarron Section 36 be approved as submitted.

A handwritten signature in black ink, appearing to read "Clay & Leyendecker". The signature is written in a cursive style with a large, looped initial "C".



April 29, 2015

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Preliminary Plat of Tamarron Section 36

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 April 20, 2015.

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 Crystal Shrader at 713.207.0430 or Sandra Goodall at 713.207.6347.

Sincerely,

A handwritten signature in blue ink, appearing to read "Crystal Shrader".

Crystal Shrader
Right of Way Agent

C: Ashley Fuller <afuller@ljaengineering.com>

PLR15.152



September 16, 2016

Ashley Fuller
Project Coordinator

LJA Engineering | We Build Civilization

West Houston
P: 713.953.5200

Re: Preliminary Plat of Tamarron Section 36

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 September 16, 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 713-637-5169 with any questions that you may have.

Sincerely,

David Miller
Engineering Tech

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

CITY PLANNING LETTER

January 30, 2017

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 23rd day of January, 2017, 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 36 (Proposed Plat)

Being 23.184 acres of land located in the J. D. Vermillion Survey, Abstract 339, Fort Bend County, Texas, more particularly being a portion of that certain called 686.0183 acre tract (described as Tract I) 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.), said 23.184 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 for the northwest corner of said 686.0183 acre tract, same being an angle corner on the south line of that certain called 1,352.43 acre tract conveyed to Fort Bend Jordan Ranch LP by an instrument of record under File Number

Thence, 38.67 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of $88^{\circ} 36' 53''$, and a chord which bears South $66^{\circ} 16' 54''$ West, 34.93 feet to a point for corner, the beginning of a reverse curve;

Thence, 13.16 feet along the arc of a tangent curve to the left, having a radius of 2250.00 feet, a central angle of $00^{\circ} 20' 07''$, and a chord which bears North $69^{\circ} 34' 42''$ West, 13.16 feet to a point for corner;

Thence, South $20^{\circ} 15' 14''$ West, 60.00 feet to a point for corner, the beginning of a curve;

Thence, 40.02 feet along the arc of a non-tangent curve to the right, having a radius of 25.00 feet, a central angle of $91^{\circ} 43' 14''$, and a chord which bears South $23^{\circ} 53' 09''$ East, 35.88 feet to a point for corner;

Thence, South $21^{\circ} 58' 28''$ West, 85.20 feet to a point for corner, the beginning of a curve;

Thence, 46.11 feet along the arc of a tangent curve to the right, having a radius of 30.00 feet, a central angle of $88^{\circ} 04' 17''$, and a chord which bears South $66^{\circ} 00' 37''$ West, 41.71 feet to a point for corner, the beginning of a reverse curve;

Thence, 785.93 feet along the arc of a tangent curve to the left, having a radius of 2050.00 feet, a central angle of $21^{\circ} 57' 58''$, and a chord which bears North $80^{\circ} 56' 14''$ West, 781.13 feet to a point for corner;

Thence, South $88^{\circ} 04' 47''$ West, 429.91 feet to a point for corner;

Thence, North $46^{\circ} 55' 13''$ West, 184.23 feet to a point for corner;

Thence, North $01^{\circ} 55' 13''$ West, 746.94 feet to the POINT OF BEGINNING and containing 23.184 acres of land.

1. Deed Restrictions:

None of record.

NOTE; Property is subject to inclusion into restriction documents recorded in Document Nos. 2014128516 and 2014129256, 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):

Private Road Right-of-Way to Dan J. Harrison, Jr., recorded in Volume 528, Page 137, Deed Records of Fort Bend County, Texas.

Easement for access strips and Well Site No. 1 as described in Modification to 1986 Agreement recorded in Document No. 2005052339, as affected by instrument executed by D. R. Horton-Texas, Ltd., recorded in Document No. 2014100229 and modified in Document No. 2016127931 of the Official Public Records of Fort Bend County, Texas. (Easement does not affect residential lots as shown on proposed plat.)

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.

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, to CenterPoint Energy Houston Electric, LLC, recorded in Document No. 2014039155, of the Official Public Records of Fort Bend County, Texas.

Pipeline Easement and Right of Way Agreement recorded in Document No. 2016026573, Official Public Records of Fort Bend County, Texas. (Does not affect residential lots as shown on 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,



Tatanisha Walker
DHI Title of Central Texas

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Katy ISD Elementary School No. 41 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 2-28-2017

City Secretary

Processed
 Returned for additional data

BY: K. Keyf DATE: 2-17-17

Planning Commission Review

Approved
 Returned for additional data

* CONCERNS WERE RAISED BY #P:2 ABOUT FUTURE "CREEK FALLS DRIVE" HAVING TWO INTERSECTIONS WITH CROSS CREEK BEND. WILL NEED TO DISTINGUISH THE E. VS. W. CREEK FALLS. DOES NOT AFFECT SCHOOL PIA APPROVAL.
CORRECTIONS WERE MADE PER ENGINEERS RECOMMENDATIONS.

BY: A. Penner DATE: 3-3-17

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____

February 28, 2017

Engineering Review

Final Plat – Katy Independent School District – Elementary School No. 41
City of Fulshear, Texas

For Information only:

1. This plat will create one (1) Restricted Reserve (14.008 Acres) that is restricted to School and related use.
2. The school tract will have access to Creek Falls Drive along its East boundary line and to Cross Creek Bend Lane along its South boundary line. Both streets are shown on the plat as being platted but are also shown unimproved.
3. At the time of Final Platting, a Traffic Impact Analysis Study will be required for the school tract.
4. This Reserve straddles the old right-of-way for Katy-Fulshear Road along its Southeast corner.

Recommendations:

I recommend that this Final Plat of Katy Independent School District Elementary School No. 41 be approved with the following items being addressed:

- A) For a Final Plat, the existing water line, sanitary sewer lines and storm sewer lines need to be removed from the face of the plat.
- B) There appears to be several easements shown along the South line of the tract that are not identified.
- C) Please note that both streets that serve this Reserve are not in at this time.
- D) Show the name of the future street (Thornsby Ridge Lane) that is shown on the plat for Cross Creek Bend Lane.



REC'D FEB 17 2017

Incorporated 1977



City of Fulshear

PH: 281-346-1796 FAX: 281-346-2556 -- P.O. Box 279/30603 FM 1093 Fulshear, TX 77441

Subdivision/Development Platting Application

Date: 2/17/17

Subdivision: Katy ISD Elementary School No. 41 Development: _____

Name Submitted As	Type of Submittal	Date Approved
SUBMITTAL OF PLAT: (Check Appropriate Selection)		
<input type="checkbox"/> Land Plan/Conceptual	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Preliminary
<input checked="" type="checkbox"/> Final	<input type="checkbox"/> Revised Final	<input type="checkbox"/> Short Form Final
<input type="checkbox"/> Replat	<input type="checkbox"/> Vacation Plat	<input type="checkbox"/> Admin. (Minor) Plat
<input type="checkbox"/> Amending Plat	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Street Dedication

TYPE OF PLAT: (Check Appropriate Selection)		
<input type="checkbox"/> Single-Family Residential	<input type="checkbox"/> Zero Lot Line/ Patio Home	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Multi-Family Residential	<input type="checkbox"/> Planned Development	<input type="checkbox"/> Building/Office

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 14.008 Acres out of the A.G. Sharpless Survey, Abstract No 322 City of Fulshear, Fort Bend County, Texas

Variance Request: None Requested Yes - Attached Previously Approved Approved

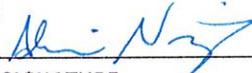
Total Acreage: 14.008
 Number of Streets: 0
 Number of Lots: 0
 Typical Lot Size(ie 80x120): _____
 Number and Types of Reserves: 1 Restricted Reserve
 Total Acres in Reserve: 14.008

Owner: Katy Independent School District
 Address: 6301 South Stadium Lane
 City/State: Katy, Texas 77494
 Telephone: 281-369-6000

Engineer/Planner: West Belt Surveying, Inc.
 Contact Person: Abraham Nimroozi
 Telephone: 281-902-3179
 Fax Number: 281-492-6026
 Email Address: abrahimn@westbeltsurveying.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 _____
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


 SIGNATURE

Abraham Nimroozi
 TYPED OR PRINTED NAME/TITLE

2/17/17
 DATE

**TEXAS ABSTRACT SERVICES
167 Pine Post Cove
Driftwood, Texas 78619**

CITY PLANNING LETTER

February 14, 2017

Control No. 20350

Mr. Abraham Nimroozi
West Belt Surveying, Inc.
21020 Park Row
Katy, Texas 77449-5020

**RE: Katy ISD Elementary School No. 41
Job No. #S528-0055B**

SUBJECT PROPERTY: A tract of land containing 14.01 acres, more or less, in the A. G. Sharpless Survey, Abstract No. 322, Fort Bend County, Texas and being more particularly described in Right Of First Opportunity Agreement recorded under Clerk's File No. 2016117518.

Dear Mr. Rimroozi:

At your request, we have searched the records of the County Clerk of Fort Bend County, Texas, pertaining to the property referenced above and have determined the following:

OWNERSHIP: Katy Independent School District, by Special Warranty Deed dated October 19, 2016, recorded under Clerk's File Nos. 2016117517 and 2016117736.

RESTRICTIONS: Restrictive covenants set out in instruments recorded under Clerk's File No.s 2005003096, 2008039552, 2009026093, 2010127400, 2011070465, 2012016789, 2012038962, 2016117516 and 2016117735.

LIENS: None of record.

INVOLUNTARY LIENS: None of record.

EASEMENTS: Unobstructed easement seven (7) feet wide, together with unobstructed aerial easement eight (8) wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the east side of and adjoining said easement, also an unobstructed easement fourteen (14) feet wide, together with unobstructed aerial easement seven feet six inches (7'-6") wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the south side of and adjoining said easement, dated February 3, 2016, granted to the CenterPoint Energy Houston Electric, LLC, recorded under Clerk's File No. 2016019020.

continued

Unobstructed easement seven (7) feet wide, together with unobstructed aerial easement eight (8) wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the west side of and adjoining said easement dated February 17, 2016, granted to the CenterPoint Energy Houston Electric, LLC, recorded under Clerk's File No. 2016019019.

Unobstructed easement seven (7) feet wide, together with unobstructed aerial easement eight (8) wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the east side of and adjoining said easement, also an unobstructed easement fourteen (14) feet wide, together with unobstructed aerial easement seven feet six inches (7'-6") wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the south side of and adjoining said easement, dated February 3, 2016, granted to the CenterPoint Energy Houston Electric, LLC, recorded under Clerk's File No. 2016019524.

Unobstructed easement seven (7) feet wide, together with unobstructed aerial easement eight (8) wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the west side of and adjoining said easement dated February 17, 2016, granted to the CenterPoint Energy Houston Electric, LLC, recorded under Clerk's File No. 2016019525.

Unobstructed aerial easement seven (7) wide, together with an aerial easement eight (8) feet wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the east side of and adjoining said easement, also an unobstructed easement fourteen (14) feet wide, together with unobstructed aerial easement seven feet six inches (7'-6") wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the south side of and adjoining said easement, dated August 15, 2016, dedicated to the public utilities, recorded under Clerk's File No. 2016093400.

Unobstructed aerial easement seven (7) wide, together with an aerial easement eight (8) feet wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the east side of and adjoining said easement, also an unobstructed easement fourteen (14) feet wide, together with unobstructed aerial easement seven feet six inches (7'-6") wide, from a plane of sixteen (16) feet above the ground and extending upward, located on the south side of and adjoining said easement, dated August 15, 2016, dedicated to the public utilities, recorded under Clerk's File No. 2016094554.

continued

Perpetual non-exclusive easement for landscaping purposes over the southern thirty (30) feet of the subject property as it extends along Cross Creek Bend Drive and the eastern thirty (30) foot portion of the subject property, as granted to Cross Creek Ranch Commercial Association, Inc., as set out and described in Special Warranty Deed dated October 19, 2016, recorded under Clerk's File Nos. 2016117517 and 2016117736.

OTHER:

Memorandum Of Development Agreement dated December 19, 2006, executed by the City Of Fulshear, Texas, recorded under Clerk's File No. 2007001836.

Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 173, dated December 21, 2010, executed by Trendmaker Homes, Inc. and S. G. Partners, LP, recorded under Clerk's File No. 2011008641.

Memorandum Of Preferential Purchase Agreement dated April 12, 2012, executed by CCR Texas Holdings, LP and Trendmaker Homes, Inc., recorded under Clerk's File No. 2012038961.

Right Of First Opportunity Agreement dated October 19, 2016, executed by CCR Texas Holdings, LP, and Katy Independent School District, recorded under Clerk's File No. 2016117518 and 2016117737.

Order Designating Underground Water Reservoir Subdivision dated January 11, 1957, executed by the Office Of The Board Of Water Engineers, recorded in Volume 1, Page 85, Water Permit Records.

The liability of TEXAS ABSTRACT SERVICES for mistakes or errors is hereby limited to the cost of this certificate.

Certified through February 3, 2017.

TEXAS ABSTRACT SERVICES



Charles Williams

14.008 ACRES
610,195 SQUARE FEET
A. G. SHARPLESS SURVEY,
ABSTRACT NO. 322
FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 14.008 acre (610,195 square foot) tract of land located in the A. G. Sharpless Survey, Abstract Number 322, Fort Bend County, Texas and said 14.008 acre tract of land being all a called 14.01 acre tract conveyed to Katy Independent School District, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. Nos.) 2016117517 and 2016117736, said 14.008 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a 5/8-inch iron rod set with an orange plastic cap stamped "West Belt Surveying Inc" marking the southerly end of the curved cut-back at the intersection of the northerly Right-of-Way (R.O.W.) line of unimproved Cross Creek Bend Land (based on a width of 70 feet) as recorded in Plat No. 20160238 Fort Bend County Plat Records (F.B.C.P.R.) and the westerly R.O.W. line of unimproved Creek Falls Drive (based on a width of 60 feet) as recorded in Plat No. 20160238 F.B.C.P.R. and the most southerly southeast corner of said called 14.01 acre tract and the herein described tract;

THENCE, South 81 degrees 13 minutes 35 seconds West, along the northerly R.O.W. line of said unimproved Cross Creek Bend Lane, a distance of 168.76 feet, to a 5/8-inch iron rod set with an orange plastic cap stamped "West Belt Surveying Inc" marking the beginning of a tangent curve to the left and a southerly corner of the herein described tract;

THENCE, in a southwesterly direction, continuing along the northerly R.O.W. line of said unimproved Cross Creek Bend Lane and said curve to the left having a radius of 2,035.00 feet, a central angle of 22 degrees 44 minutes 01 seconds (chord bears South 69 degrees 51 minutes 35 seconds West, 802.15 feet) and an arc distance of 807.44 feet to a 5/8-inch iron rod set with an orange plastic cap stamped "West Belt Surveying Inc" marking the most southerly southwest corner of said called 14.01 acre tract and the herein described tract;

THENCE, North 31 degrees 30 minutes 26 seconds West, departing said northerly R.O.W. line of said unimproved Cross Creek Bend Lane, a distance of 18.74 feet, to a 5/8-inch iron rod found marking the southeast corner of a called 30.53 acre tract described in the deed to DR Horton Texas, recorded under F.B.C.C.F. No. 2013000056, and the most northerly southwest corner of said called 14.01 acre tract and the herein described tract;

THENCE, North 01 degrees 57 minutes 48 seconds West, along the common east line of said 30.53 acre tract, a distance of 768.23 feet, to a 1/2-inch iron rod found with plastic cap stamped "Brown & Gay" in the east line of said 30.53 acre tract, marking the northwest corner of said called 14.01 acre tract and the northwest corner of the herein described tract;

THENCE, North 81 degrees 13 minutes 35 seconds East, along the north line of said 14.01 acre tract, a distance of 845.07 feet, to the westerly R.O.W. line of aforesaid unimproved Creek Falls Drive, the northeast corner of said called 14.01 acre tract and the herein described tract, from which a bent 1/2-inch iron rod found bears, south 19 degrees 47 minutes east, 0.16 feet;

THENCE, South 15 degrees 45 minutes 09 seconds East, along the westerly R.O.W. line of said unimproved Creek Falls Drive, a distance of 313.91 feet, to beginning of a tangent curve to the right along a easterly line of the herein described tract, from which a 1/2-inch iron pipe found with a plastic cap stamped "Brown & Gay" bears, north 05 degrees 06 minutes west, 0.13 feet;

THENCE, in a southeasterly direction, continuing along the westerly R.O.W. line of said unimproved Creek Falls Drive, and said curve to the right having a radius of 1,770.00 feet, a central angle of 6 degrees 58 minutes 44 seconds (chord bears South 12 degrees 15 minutes 47 seconds East, 215.46 feet) and an arc distance of 215.59 feet to a 5/8-inch iron rod set with an orange plastic cap stamped "West Belt Surveying Inc" marking the end of said curve;

THENCE, South 08 degrees 46 minutes 25 seconds East, continuing along the westerly R.O.W. line of said unimproved Creek Falls Drive, a distance of 70.36 feet, to a 1/2-inch iron pipe found with a plastic cap stamped "Brown & Gay" marking the most northerly end of aforesaid curved cut-back and the most northerly southwest corner of aforesaid called 14.01 acre tract and the herein described tract;

THENCE, in a southwesterly direction, continuing along said curved cut-back being the westerly R.O.W. line of said unimproved Creek Falls Drive, and said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds (chord bears South 36 degrees 13 minutes 35 seconds West, 35.36 feet) and an arc distance of 39.27 feet, to the POINT OF BEGINNING and containing an area of 14.008 acres (610,195 square feet) of land.

West Belt Surveying, Inc.
Certified Firm No. 10073800
21020 Park Row
Katy, Texas 77449
(281) 599-8288



Joel D. Walker
Joel D. Walker Date: 01/19/17
Texas Registration No. 5189



DRAINAGE DISTRICT
Fort Bend County, Texas

January 19, 2017

Mr. Abraham Nimroozi
West Belt Surveying, Inc.
21020 Park Row
Katy, Texas 77449
Ph.: (281) 599-8288
Email: abrahimn@westbeltsurveying.com

Re: Katy Independent School District Elementary School No. 41

Dear Mr. Nimroozi:

The Fort Bend County Drainage District has received the above referenced plat for review and comment. The project appears to lie within Fort Bend County Municipal Utility District No. 173 and the incorporated limits of the City of Fulshear.

The City of Fulshear is the entity responsible for plat and plan review, approval and permitting for developments within their city limits. Fort Bend County MUD No. 173 is responsible for outfall drainage, flood control and detention mitigation within their district boundary. The development does not appear to be adjacent to or affect any Drainage District Right-of-Way.

If during their review the City of Fulshear and Fort Bend County MUD No. 173 determine that the plat meets the minimum requirements of the *Fort Bend County Drainage Criteria Manual*, the Drainage District interposes no objection to approval of the "Katy Independent School District Elementary School No. 41" plat.

Please let me know if you have any questions.

Sincerely,

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

cc: Ms. Maggie Dalton – Fort Bend County Engineering Department

Phase I Environmental Site Assessment

Proposed Elementary School
Cross Creek Ranch Development
Katy-Fulshear Road
Katy, Fort Bend County, Texas

June 23, 2016

Terracon Project No. 92167427



Prepared for:
Katy ISD
Katy, Texas

Prepared by:
Terracon Consultants, Inc.
Houston, Texas

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials

June 23, 2016



Katy ISD
6301 S. Stadium Lane
Katy, Texas 77492

Attn: Ms. Donita Meadows
P: (281) 396-2307
E: donitameadows@katyisd.org

Re: Phase I Environmental Site Assessment
Proposed Elementary School
Cross Creek Ranch Development
Katy-Fulshear Road
Katy, Fort Bend County, Texas
Terracon Project No. 92167427

Dear Ms. Meadows:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Phase I Environmental Site Assessment (ESA) report for the above-referenced site. This assessment was performed in accordance with Terracon Proposal No. P92167427 dated May 10, 2016.

We appreciate the opportunity to be of service to you on this project. In addition to Phase I services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our website at www.terracon.com. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

DRAFT

Jordan C. Morgan
Field Environmental Scientist

DRAFT

Christina Rosilez
ESA Group Manager

DRAFT

Thomas R. Martens, P.G.
Senior Principal

Attachments

Terracon Consultants Inc. 11555 Clay Road Suite 100 Houston, TX 77043

P 713-690-8989 F 713-690-8787 terracon.com



Environmental



Facilities



Geotechnical



Materials



January 12, 2017

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Katy Independent School District Elementary School District No. 41

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 January 2017.

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 Frankie Touchy at 713.207.5783.

Sincerely,

A handwritten signature in black ink that reads "Frankie Touchy". The signature is written in a cursive style.

Frankie Touchy
Associate Right of Way AGENT

C: Abraham Nimroozi AbrahamN@westbeltsurveying.com

PLR17.021



4610 Riverstone Blvd • Suite 200
Missouri City, Texas 77459
(281) 778-6250

December 29, 2016

West Belt Surveying, Inc
21020 Park Row
Katy, Texas 77449
Attention: Mr. Abraham Nimroozi

Re: Proposed Plat of Katy ISD Elementary #41
Located in Fort Bend County, Texas

Mr. Nimroozi:

SiEnergy has reviewed the plans for the above mentioned project and finds no objections to the project as submitted.

If you have any further concerns please do not hesitate to contact me at 281-969-5003.

Very Truly Yours

A handwritten signature in black ink, appearing to read 'Ryan Herweck', is written over the typed name.

Ryan Herweck
Director of Pipeline Construction



October 17, 2016

Mr. Michael Winkler
Consolidated Property Advisors, Ltd.
3003 West Alabama
Houston, Texas 77098

Re: Capacity Letter for Proposed KISD Elementary School Tract
Fort Bend County Municipal Utility District No. 169 and
Fort Bend County Municipal Utility District No. 173 (the "Districts")
BGE Job No. 61-11

Dear Mr. Winkler:

The Districts have received your request for a capacity commitment letter for 12,000 gallons per day of average daily flow for water and 9,000 gallons per day of average daily flow for sanitary sewer to serve the approximately 14 acre proposed KISD Elementary School located at the intersection of Creek Falls Drive and Cross Creek Bend Lane.

The system has adequate capacity available and the request will be presented to the Districts at their upcoming meetings.

Thank you for your inquiry. Should you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Karena Hauter". The signature is written in a cursive style.

Karena Hauter, P.E.
Engineer for the District

cc: Alex Garcia – Allen Boone Humphries Robinson, LLP
Ryan Harper – Allen Boone Humphries Robinson, LLP

Traffic Study

Katy ISD Elementary School #41 In Cross Creek Ranch

Prepared for:



Independent School District

Prepared by:

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

Texas Registration #F-3158



February 2017

EXECUTIVE SUMMARY

STUDY AREA

Katy Independent School District (Katy ISD) will construct Elementary School #41 on Cross Creek Bend Lane in the Cross Creek Ranch Master Planned Community (see Figure 1). The school will open August 2018. Three driveways on Cross Creek Bend Lane will provide access to the school. The school site will be surrounded by single family houses to the east, south and north, with the build-out of Cross Creek Ranch. Property west of the school is also expected to be developed as single-family residential; however, it is outside of Cross Creek Ranch boundaries.



FIGURE 1 SITE LOCATION

FINDINGS AND RECOMMENDATIONS

Katy ISD Elementary School #41 will have an ultimate enrollment of 1,230 students, which includes four portable buildings. The following is a summary of findings and recommendations based on analyses of future traffic operations in the study area:

- On-site stacking for parent vehicles is expected to be adequate for ultimate enrollment with four portable buildings and double stacking implemented.
- On-site storage and parking is adequate for the buses, daycare vans and staff.
- On-site sidewalks will be constructed along Cross Creek Bend Lane and Creek Falls Drive, as well as sidewalk connections between the school building and the sidewalks along the adjacent streets (Cross Creek Bend Lane and Creek Falls Drive).
- No off-site roadway improvements are needed to alleviate the impacts of the school traffic.
- A School Speed Zone and associated signing and striping are recommended on Cross Creek Bend Lane and Creek Falls Drive.
- No parking zones are proposed on Creek Falls Drive and residential streets south of the school site.
- Crosswalks and crossing guards are recommended at the intersections of Cross Creek Bend Lane and student drop-off/pick-up exit driveway/residential street and at the intersection of Cross Creek Bend Lane and Creek Falls Drive.

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

INTRODUCTION 1

STUDY AREA 1

 EXISTING AND FUTURE LAND USE 1

 EXISTING AND FUTURE ROADWAY CONDITIONS..... 1

 SITE PLAN 2

ANALYSIS..... 3

 TRIP GENERATION 3

 TRIP DISTRIBUTION..... 4

 PROJECTED SITE TURNING MOVEMENT COUNTS 6

 ON-SITE CIRCULATION 8

 PEDESTRIAN FACILITIES 9

CONCLUSIONS AND RECOMMENDATIONS 10

LIST OF TABLES

TABLE 1 SCHOOL INFORMATION 3

TABLE 2 EXISTING AND FUTURE PM PICK-UP DATA..... 4

TABLE 3 TRIP GENERATION FOR ELEMENTARY SCHOOL #41 4

TABLE 4 AM AND PM PEAK HOUR LEVEL-OF-SERVICE 8

TABLE 5 ELEMENTARY SCHOOL #41 ON-SITE STORAGE 8

LIST OF FIGURES

FIGURE 1 SITE LOCATION 1

FIGURE 2 INTERSECTION TRAFFIC CONTROL AND LANE ASSIGNMENTS 2

FIGURE 3 SITE PLAN..... 3

FIGURE 4 TRIP DISTRIBUTION 5

FIGURE 5 PROJECTED 2018 AM TRAFFIC VOLUMES..... 6

FIGURE 6 PROJECTED 2018 PM TRAFFIC VOLUMES 7

FIGURE 7 ON-SITE STORAGE 9

FIGURE 8 PROPOSED PEDESTRIAN RECOMMENDATIONS 10

INTRODUCTION

This report documents the findings of the Traffic Study conducted for Katy ISD Elementary School #41 located on Cross Creek Bend Lane (see **Figure 1**). The school will open in August 2018. Driveway access will be provided on Cross Creek Bend Lane.

The purpose of this study is to determine the traffic impacts associated with the new elementary school on the roadways and intersections within the study area.

STUDY AREA

EXISTING AND FUTURE LAND USE

Single family residences are currently under construction in the areas east, north and south of the school site as part of the development of Cross Creek Ranch master planned community. The school site is located at the northwest corner of the intersection of Cross Creek Bend Lane and Creek Falls Drive. The land plan for Cross Creek Ranch is included in **Appendix A**.

EXISTING AND FUTURE ROADWAY CONDITIONS

Cross Creek Bend Lane is not constructed adjacent to the school site; however, the cross-section adjacent to the school will be a 40-foot wide roadway. The posted speed limit on existing Cross Creek Bend Lane is 35 mph. The road is designated as a Minor Arterial on the *2015 City of Fulshear Major Thoroughfare Plan*. As illustrated in **Appendix A**, Cross Creek Bend Lane will be constructed west of the elementary school as a loop roadway accessible by most of Cross Creek Ranch.

Currently, Katy-Fulshear Road traverses diagonally through the undeveloped portions of Cross Creek Ranch. The right-of-way for Katy-Fulshear Road will be abandoned in conjunction with the future development of Cross Creek Ranch, as noted in **Figure 1**.

Creek Falls Drive is not currently constructed adjacent to the school site; however, it will be constructed as a 40-foot wide, two-lane roadway. The posted speed limit on existing portions of Creek Falls Drive is 35 mph.

The residential street that will align with the student drop-off/pick-up exit driveway is also not constructed. However, based on the general plan in **Appendix A**, it will be constructed as a four-lane divided roadway at the intersection with Cross Creek Bend Lane and will transition to a residential street cross-section.

Background residential traffic volumes were projected for the intersections in the study area including the following:

- Cross Creek Bend Lane at Creek Falls Drive
- Cross Creek Bend Lane at Residential Street/Student Drop-off/Pick-up Exit Driveway
- Cross Creek Bend Lane at Bus/Staff Driveway
- Cross Creek Bend Lane at Student Drop-off/Pick-up Enter Driveway

The projections of background traffic at the study area intersections along Cross Creek Bend Lane were developed from the number of new occupied houses in Cross Creek Ranch between August 2016 and October 2026 provided in the 2016 *Katy ISD Demographic Update* (October 24, 2016, Population & Survey Analysts) and between January 2016 and October 2025 provided in the 2016 *Lamar Consolidated ISD Demographic Update* (February, 2016, Population & Survey Analysts). Information from the 2016 Demographic Updates for Katy ISD and Lamar Consolidated ISD are included in **Appendix B**.

Figure 2 illustrates the future lane assignments and traffic control at the study area intersections.

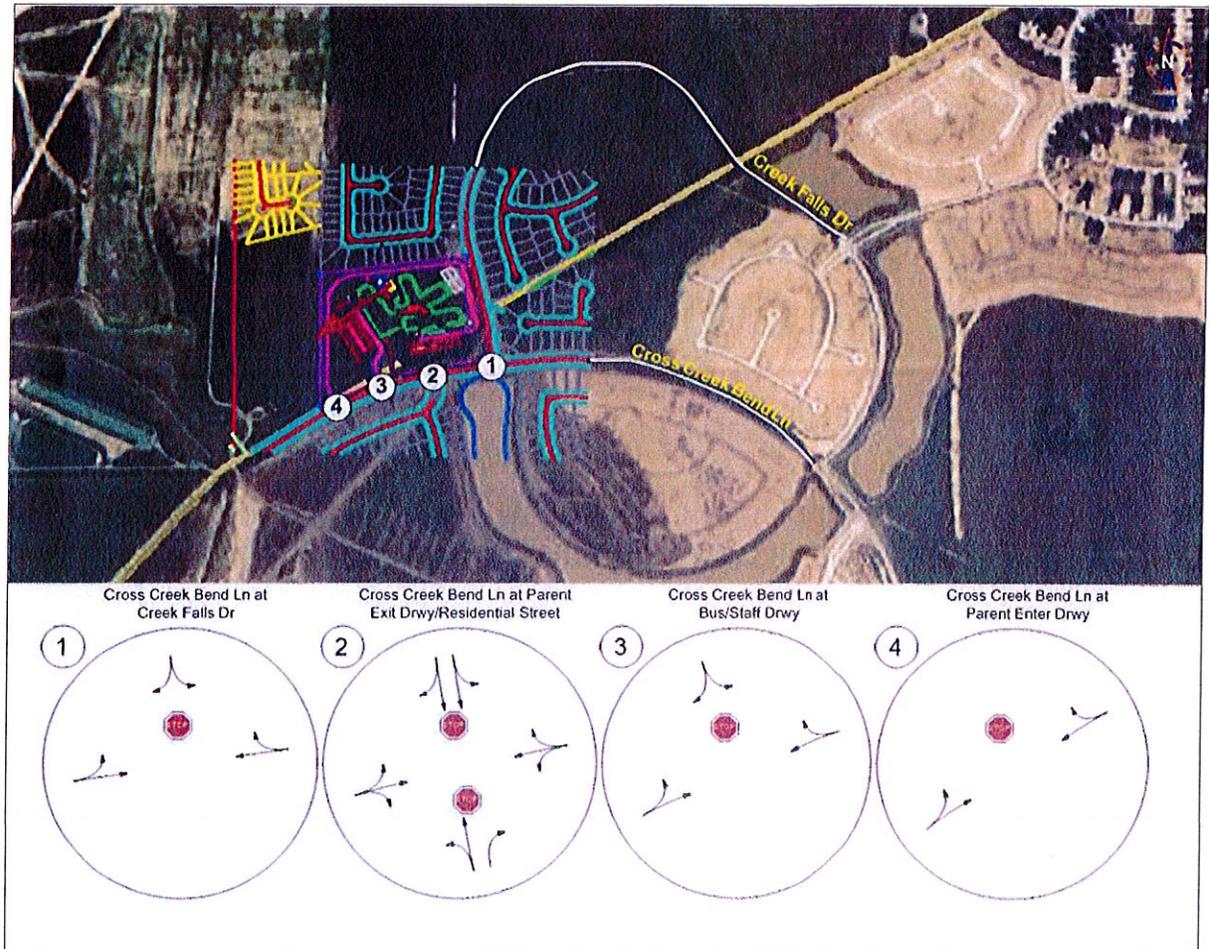


FIGURE 2 INTERSECTION TRAFFIC CONTROL AND LANE ASSIGNMENTS

SITE PLAN

The site plan for Elementary School #41 is provided in **Figure 3**. Site access is on Cross Creek Bend Lane; the driveways serve the following functions:

- Eastern school driveway - Student drop-off/pick-up exit and visitor entrance/exit
- Middle school driveway - Bus/staff entrance/exit
- Western school driveway – Student drop-off/pick-up entrance

The number of entering and exiting lanes at the driveways are illustrated in Figure 2, except for the student drop-off/pick-up entrance driveway which has two entering lanes.

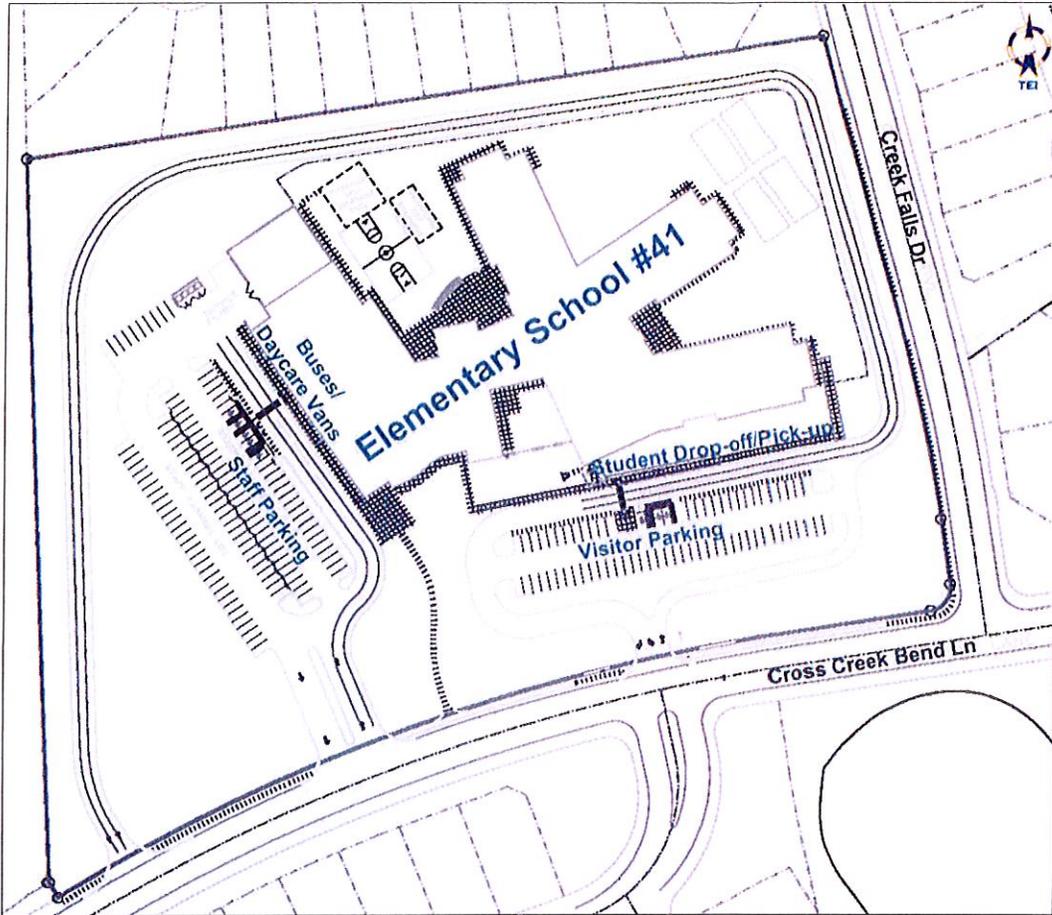


FIGURE 3 SITE PLAN

ANALYSIS

TRIP GENERATION

Katy ISD provided the information in Table 1 for Elementary School #41.

TABLE 1 SCHOOL INFORMATION

Information	Elementary School #41
School Opening Year	2018
Arrival and Dismissal Time	8:20 AM to 3:40 PM
Number of Students	1,030
(with 4 portable buildings)	1,230
Number of Staff	125
Number of Buses	5-13
Number of Special Needs Buses	2-5
Daycare Vans	10

To estimate the number of parent vehicles expected to drop-off/pick-up students at the new school, dismissal conditions at Katy ISD Jenks and Bethke Elementary Schools were observed by Traffic Engineers, Inc.

The total number of parent vehicles picking-up students and the maximum observed queue length at the existing schools is expressed as a percentage of the enrollment at the existing schools, which is provided in **Table 2**. These percentages were used to calculate the expected total number of vehicles and maximum vehicle queues if the attendance at the new school is 1,230 students (the projected enrollment with four portable buildings at Elementary School #41).

TABLE 2 EXISTING AND FUTURE PM PICK-UP DATA

School	Enrollment	Total Parent Vehicles	Percent of Enrollment ¹	Max. Queue	Percent of Enrollment ¹
Jenks Elementary School	1,300	148	11.5%	124	9.5.0%
Bethke Elementary School	684	120	17.5%	75	11.0%
Elementary School #41 (with portable buildings)	1,230	215	17.5% ²	135	11.0%²

¹ Percentage was rounded to the nearest 0.5%.

² Highest percentage maximum queue of the existing elementary schools is assumed for the new school.

Trip generation for Elementary School #41 was estimated based on data provided by Katy ISD and observations conducted by Traffic Engineers, Inc. The trip generation for parents assumes four portables are installed on-site. According to historical arrival/dismissal data collected by Traffic Engineers, Inc. at other elementary schools in the area, the number of parent vehicles dropping-off students during the AM peak is approximately two times the number of parent vehicles picking-up students during the PM peak. The estimated trip generation developed for Elementary School #41 during the AM and school PM peak hours is illustrated in **Table 3**.

TABLE 3 TRIP GENERATION FOR ELEMENTARY SCHOOL #41

Elementary - 1,230 Students	AM Peak Hour		PM Peak Hour	
	Enter	Exit	Enter	Exit
Parents (w/portables)	430	430	215	215
Staff (90% of Total)	113	0	0	113
Buses	13	13	13	13
Special Needs Buses	5	5	5	5
Daycare Vans	10	10	10	10
Elementary School #41 Estimated Total	571	458	243	356

TRIP DISTRIBUTION

The Elementary School #41 site is located near the western boundary for Katy ISD (see **Appendix A**). The attendance zone for the school has not been established; however, the potential catchment area for the elementary school will include areas within Cross Creek Ranch north of Fulshear Bend Drive, Churchill Farms development, and the undeveloped area between the western boundary of the school site and the

Katy ISD western boundary and the area north of Cross Creek Ranch and south of Crossover Road, as shown in Appendix C.

Global trip distribution for parents and buses, illustrated in Figure 4, was estimated with consideration of the existing development and estimated number of new occupied houses between August 2016 and October 2026 within the potential Elementary School #41 catchment area as provided in the 2016 *Katy ISD Demographic Update*. Global trip distribution estimated for staff reflects the use of IH 10, FM 1463 and future Fulshear Parkway to the north, Westpark Tollway/FM 1093, FM 1463, future Fulshear Parkway and Cross Creek Ranch Boulevard to the south and Cinco Ranch Boulevard/Fulshear Bend Drive and Fry Road to the east. Ultimately, Cross Creek Ranch major thoroughfares will be extended west of Cross Creek Ranch; however, the timeframe is expected to be beyond the timeframe of this study, thus, staff distribution does not include trips to/from the west.

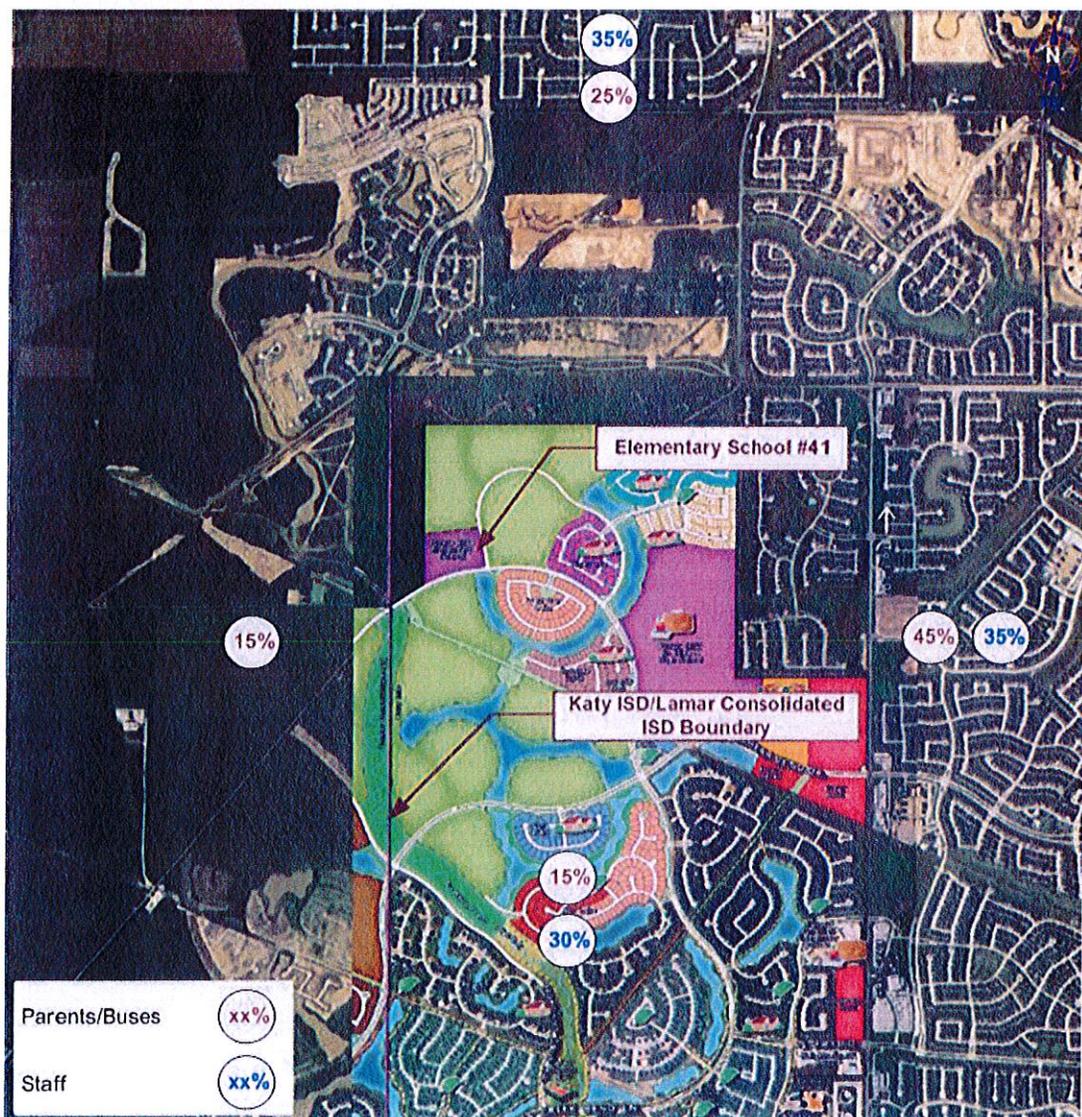


FIGURE 4 TRIP DISTRIBUTION

PROJECTED SITE TURNING MOVEMENT COUNTS

Traffic projections were developed for school peak hours at the study intersections for 2018, the year Elementary School #41 is scheduled to open. Hours for Katy ISD elementary schools are 8:20 AM-3:40 PM. The study school peak hours are identified as 7:30-8:30 AM and 3:15-4:15 PM. Traffic projections include background residential traffic volumes estimated from the number of new occupied houses in Cross Creek Ranch provided in the 2016 *Katy ISD Demographic Update* and the 2016 *Lamar Consolidated ISD Demographic Update*, as included in **Appendix B**. The traffic projections also include the estimated school generated trips. Projected 2018 traffic volumes for the AM peak hour are illustrated in **Figure 5** and projected PM peak hour volumes are shown in **Figure 6**.

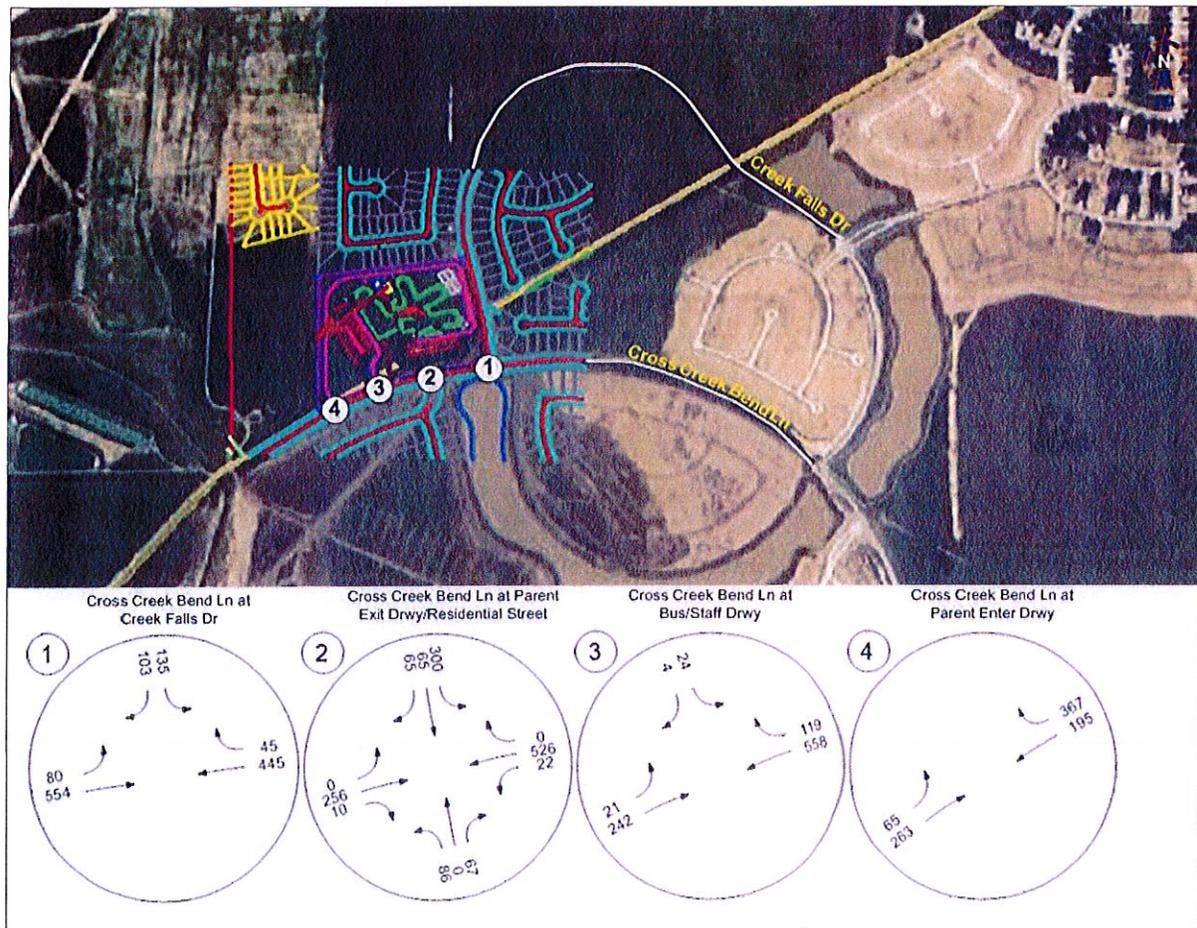


FIGURE 5 PROJECTED 2018 AM TRAFFIC VOLUMES

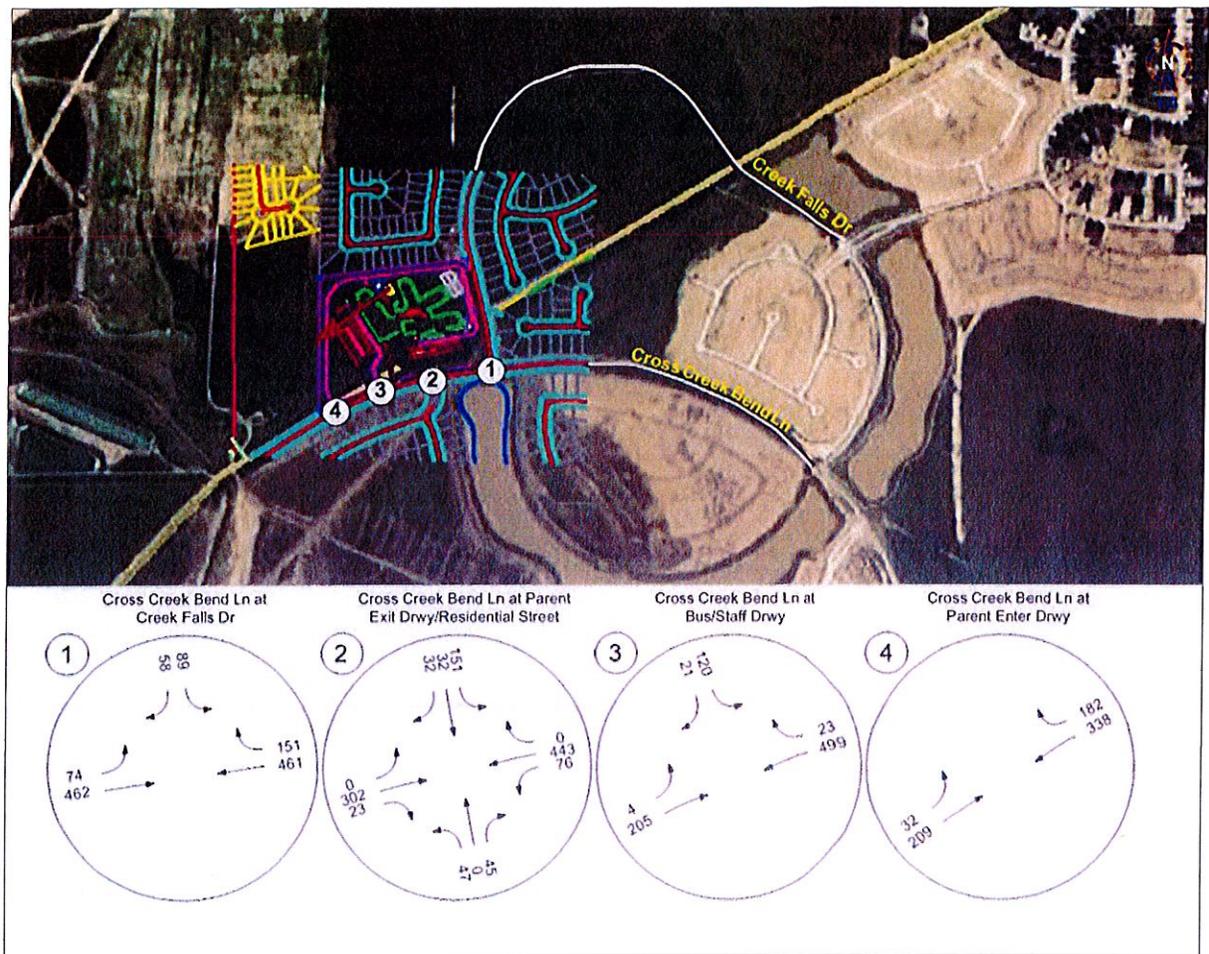


FIGURE 6 PROJECTED 2018 PM TRAFFIC VOLUMES

2018 TRAFFIC OPERATIONS

Capacity analyses were conducted for projected 2018 traffic conditions at the study area intersections. Capacity analysis provides information regarding traffic operations at an intersection and is expressed in terms of the level-of-service (LOS). The level-of-service indicates the average seconds of delay experienced by a motorist at a signalized intersection or at the stop controlled approaches of an unsignalized intersection. As a frame of reference, intersection levels-of-service range from A to F, with LOS A representing free flow conditions and LOS F representing highly congested conditions. In general, a signalized intersection operating at LOS D or better in a developed area is characterized by acceptable delays.

Results of the capacity analyses are summarized in **Table 4** and provided in **Appendix D**. Vehicles at the stop controlled approaches Creek Falls Drive and the student drop-off/pick-up exit driveway are expected to experience delays in turning onto Cross Creek Bend Lane. These delays are typical at unsignalized intersections. No improvements are recommended to reduce the delays at the intersections.

TABLE 4 AM AND PM PEAK HOUR LEVEL-OF-SERVICE

Unsignalized Intersection	AM Peak LOS				PM Peak LOS			
	EB	WB	NB	SB	EB	WB	NB	SB
Cross Creek Bend Ln at Creek Falls Dr	-	-	-	F	-	-	-	F
Cross Creek Bend Ln at Student Drop-off/Pick-up Exit Drwy	-	-	F	F	-	-	D	F
Cross Creek Bend Ln at Bus/Staff Drwy	-	-	-	C	-	-	-	D
Cross Creek Bend Ln at Student Drop-off/Pick-up Enter Drwy	-	-	-	N/A ¹	-	-	-	N/A ¹

¹Vehicles will not be exiting from the driveway.

ON-SITE CIRCULATION

On-site storage capacity was evaluated for vehicles and buses at Katy ISD Elementary School #41. The “exit” trips in the morning and the “enter” trips in the afternoon represent the parents and buses. It is desirable for the schools to have adequate on-site storage space to accommodate these trips. Storage space is evaluated in terms of the afternoon entering trips because the queue of vehicles is typically greater during the school PM peak than the AM peak. In the morning, the arrival and departure times of parents dropping children off are dispersed with little wait time or accumulation of vehicles; however, in the afternoon the arrival of parents is concentrated after dismissal.

The on-site storage required and provided at Elementary School #41 is provided in **Table 5** and illustrated in **Figure 7**. On-site storage for parent vehicles is expected to be adequate for the school building and four portable buildings (double stacked).

On-site stacking for buses and daycare vans is also expected to be adequate and parking for staff should be sufficient.

TABLE 5 ELEMENTARY SCHOOL #41 ON-SITE STORAGE

Vehicles	On-Site Storage Provided	On-Site Storage Needed
Parents	186 vehicles double stacked from driveway entrance to front door	135 cars (w/4 portables)
Buses	13 buses double stacked; assumed size of bus is 40 ft	13 buses
Special Needs Buses	5 buses single stacked; assumed size of the bus is 20 ft	5 buses
Daycare Vans	10 daycare vans stacked with buses; assumed size of the vans is 20 ft	10 daycare vans
Staff	178 total parking spaces	125 parking spaces

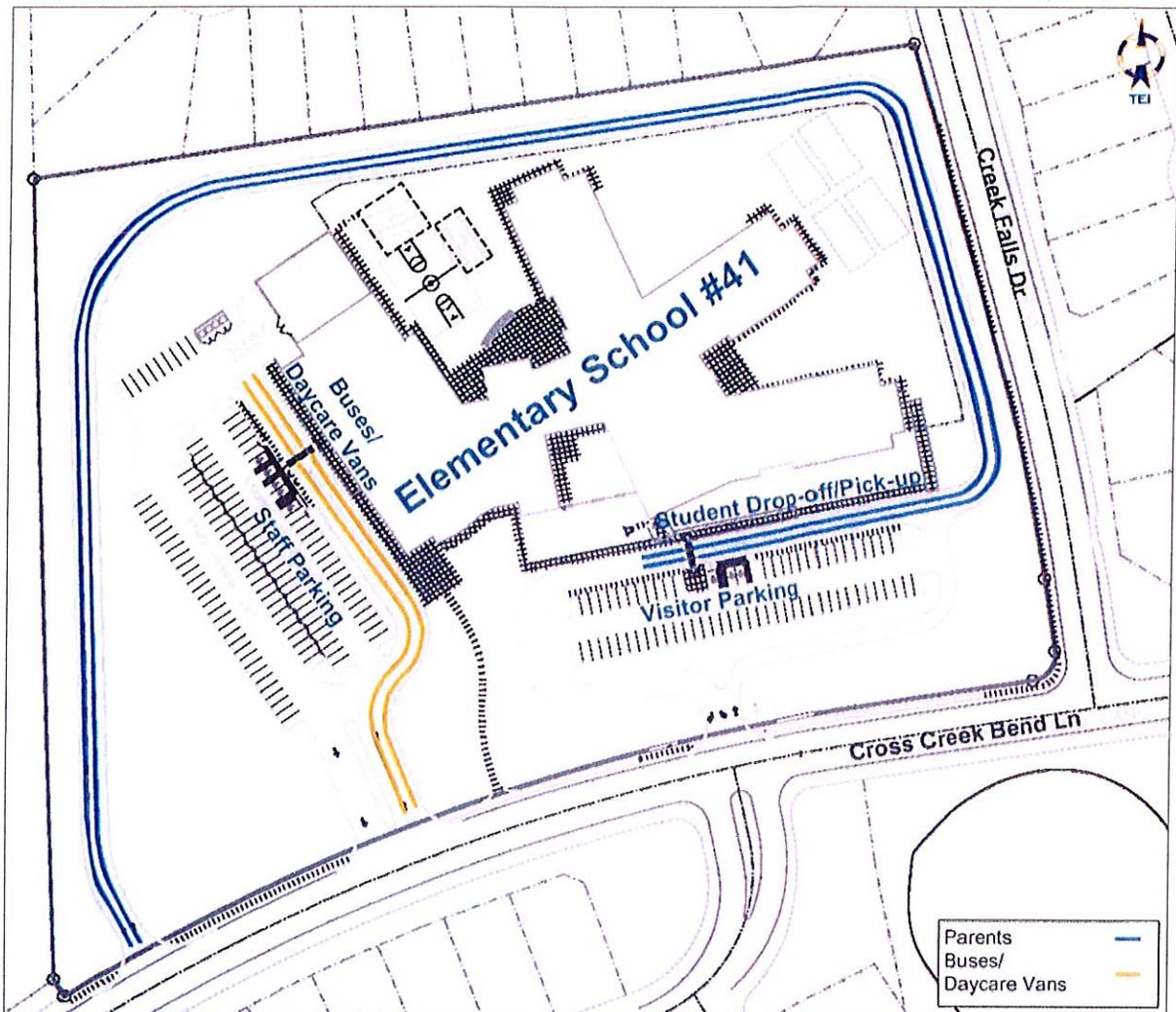


FIGURE 7 ON-SITE STORAGE

PEDESTRIAN FACILITIES

Existing development in Cross Creek Ranch is served by an extensive sidewalk and trail network. Construction of sidewalks and trails is anticipated with future development in the master planned community. Students living in the neighborhoods near the school site are expected to walk and bike to school.

Katy ISD will construct sidewalks along Cross Creek Bend Lane and Creek Falls Drive adjacent to the school site. Sidewalk connections will also be constructed between the sidewalks along Cross Creek Bend Lane and Creek Falls Drive and the school building.

Crosswalks are recommended across all school driveways. School staff will walk students to the recommended crosswalk at the intersection of Cross Creek Bend Lane and the student drop-off/pick-up

exit driveway/residential street, as illustrated in Figure 8. A crossing guard should be stationed at the intersection to assist students across Cross Creek Bend Lane.

As illustrated in Figure 8, a crosswalk and sidewalk is recommended east of the school building to facilitate access between the school building and the sidewalk along Creek Falls Drive. A staff member should walk students from the school building to the sidewalk along Creek Falls Drive. A crosswalk and crossing guard are recommended at the intersection of Cross Creek Bend Lane and Creek Falls Drive.

School Speed Zones are recommended on Cross Creek Bend Lane and Creek Falls Drive to maintain appropriate vehicular speeds during school arrival and dismissal, as shown in Figure 8.

“No Parking” zones and associated signage were proposed on Creek Falls Drive and neighborhood streets south of the school site (see Figure 8).

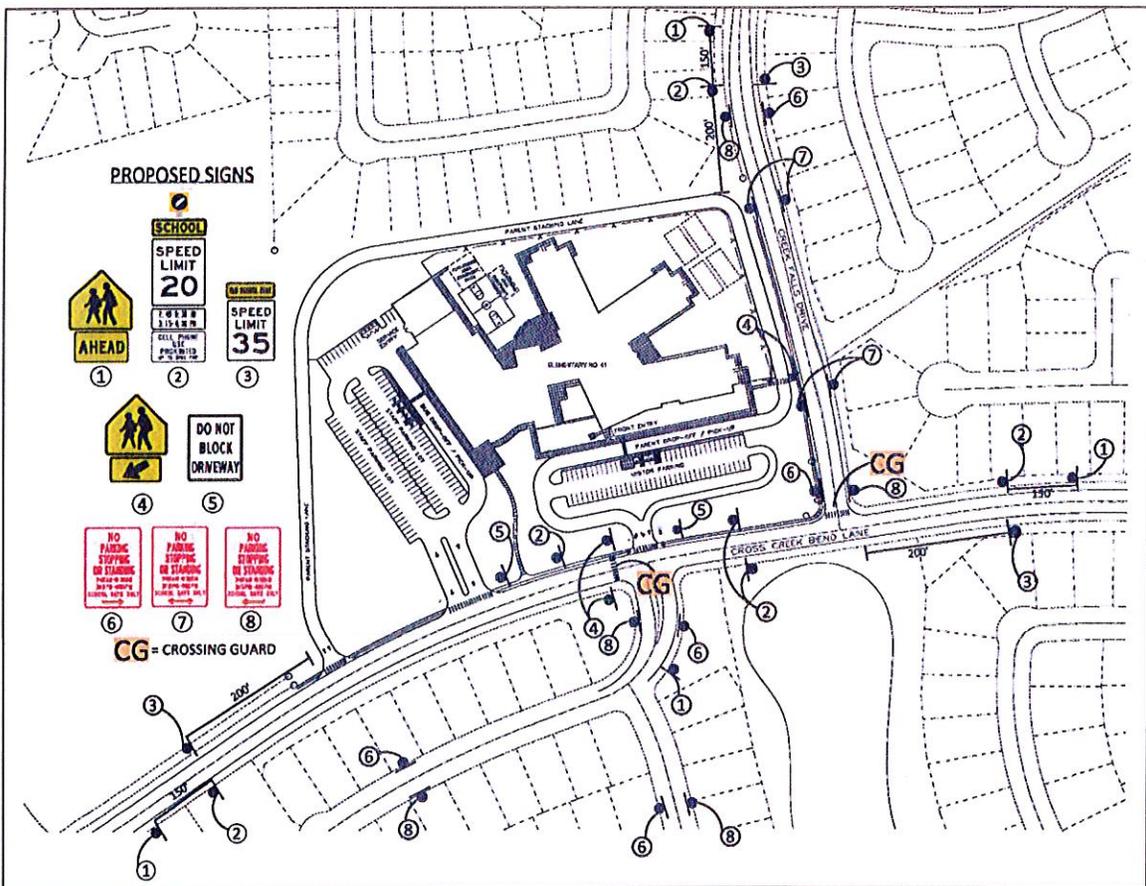


FIGURE 8 PROPOSED PEDESTRIAN RECOMMENDATIONS

CONCLUSIONS AND RECOMMENDATIONS

Katy ISD will construct Elementary School #41 at the northwest corner of the intersection of Cross Creek Bend Lane and Creek Falls Drive. The school is expected to open in 2018. Access to the school will be provided on Cross Creek Bend Lane.

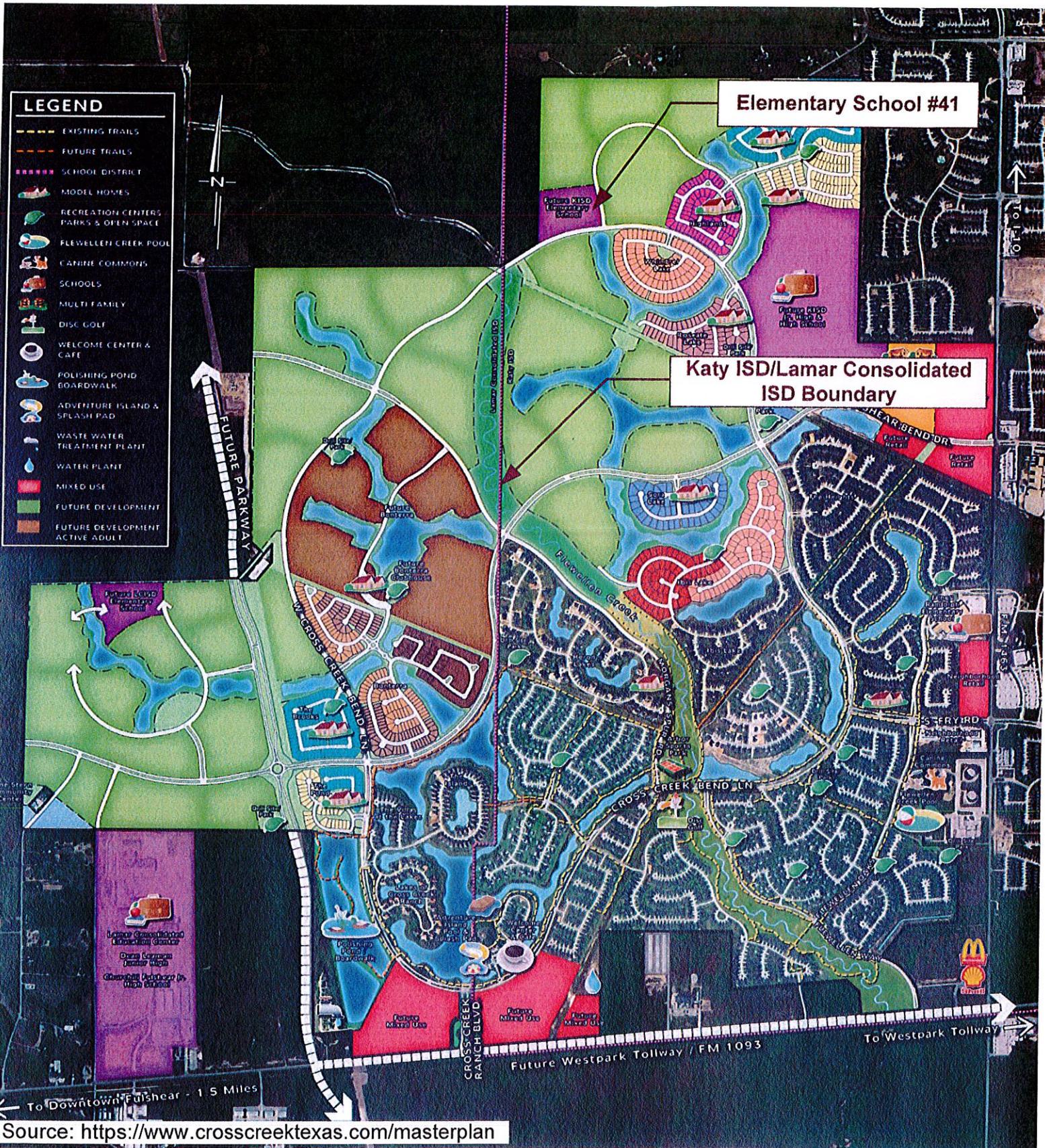
The following is a summary of findings and recommendations based on analyses of future traffic operations in the study area:

- On-site stacking for parent vehicles is expected to be adequate for ultimate enrollment with four portable buildings and double stacking implemented.
- On-site storage and parking is adequate for the buses, daycare vans and staff.
- On-site sidewalks will be constructed along Cross Creek Bend Lane and Creek Falls Drive, as well as sidewalk connections between the school building and the sidewalks along the adjacent streets (Cross Creek Bend Lane and Creek Falls Drive).
- No off-site roadway improvements are needed to alleviate the impacts of the school traffic.
- A School Speed Zone and associated signing and striping are recommended on Cross Creek Bend Lane and Creek Falls Drive.
- No parking zones are proposed on Creek Falls Drive and residential streets south of the school site.
- Crosswalks and crossing guards are recommended at the intersections of Cross Creek Bend Lane and student drop-off/pick-up exit driveway/residential street and at the intersection of Cross Creek Bend Lane and Creek Falls Drive.

APPENDIX

Appendix A

Cross Creek Ranch Master Plan



LEGEND

- EXISTING TRAILS
- FUTURE TRAILS
- SCHOOL DISTRICT
- MODEL HOMES
- RECREATION CENTERS
PARKS & OPEN SPACE
- FLEWELLEN CREEK POOL
- CANYON COMMONS
- SCHOOLS
- MULTI FAMILY
- DISC GOLF
- WELCOME CENTER & CAFE
- POLISHING POND
BOARDWALK
- ADVENTURE ISLAND & SPLASH PAD
- WASTE WATER TREATMENT PLANT
- WATER PLANT
- MIXED USE
- FUTURE DEVELOPMENT
- FUTURE DEVELOPMENT
ACTIVE ADULT

Elementary School #41

Katy ISD/Lamar Consolidated ISD Boundary

FUTURE PARKWAY

W CROSS CREEK BEND LN

CROSS CREEK BEND LN

CROSS CREEK RANCH BLVD

Future Westpark Tollway / FM 1093

To Westpark Tollway

To Downtown Ft. Worth - 1.5 Miles

Source: <https://www.crosscreektexas.com/masterplan>

Appendix B
Katy ISD and Lamar Consolidated ISD 2016 Demographic
Updates

Projected New Housing Occupancies

January 2016 to October 2025

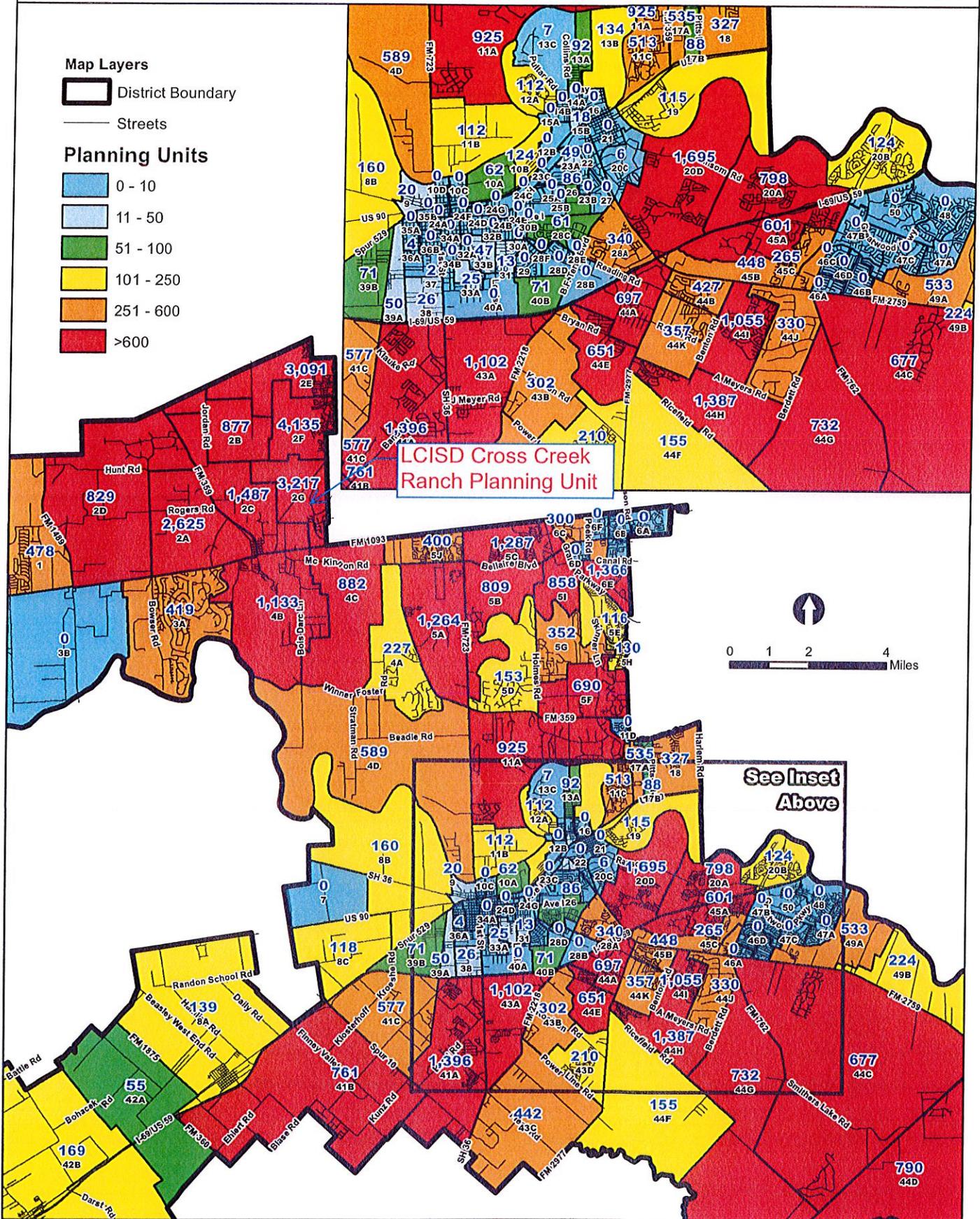


Map Layers

- District Boundary
- Streets

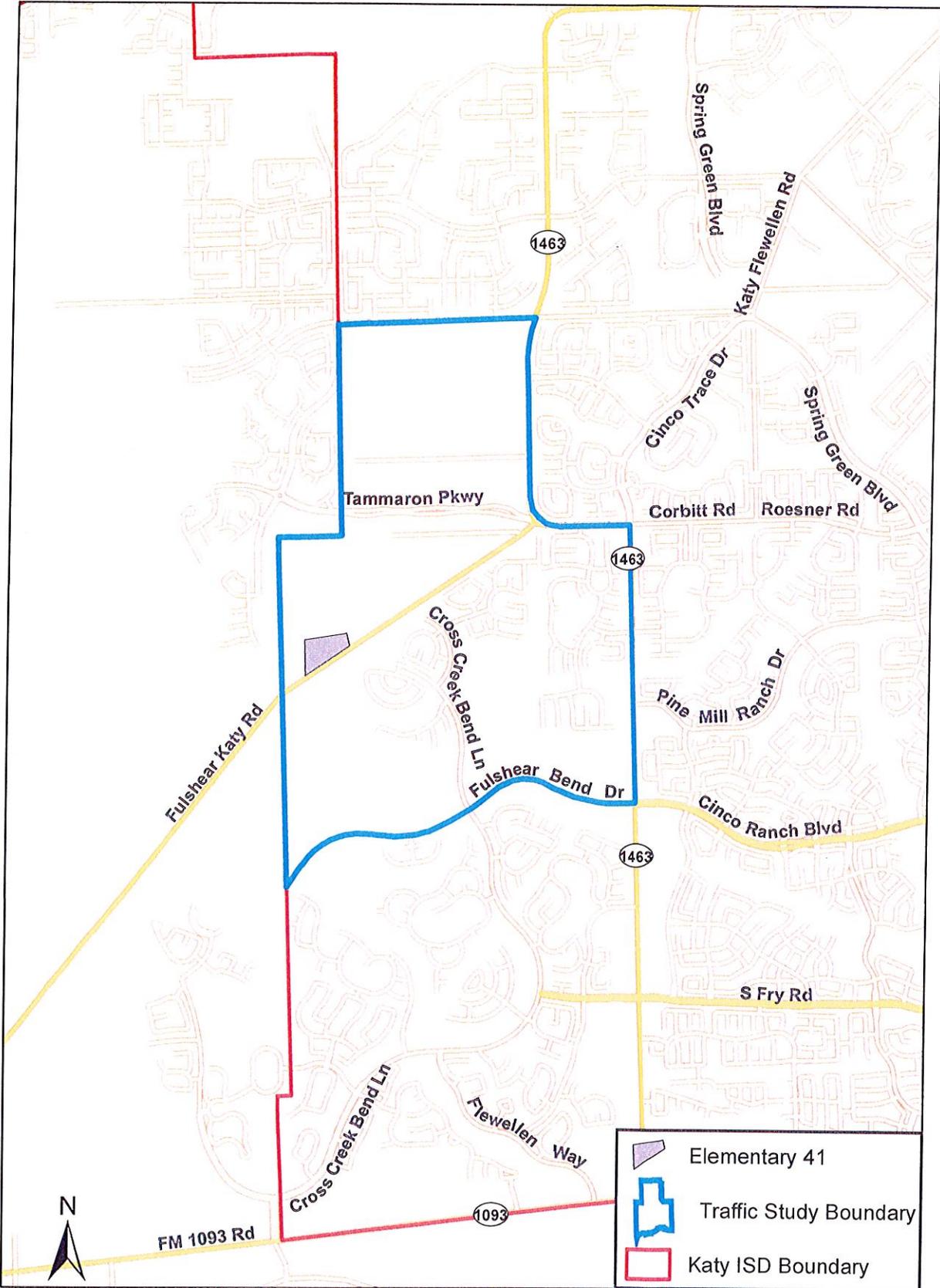
Planning Units

- 0 - 10
- 11 - 50
- 51 - 100
- 101 - 250
- 251 - 600
- >600



Appendix C Potential Catchment Area

Traffic Study Area for Katy ISD Elementary 41



Appendix D 2018 Traffic Operations

Intersection Level Of Service Report

Intersection 1: Cross Creek Bend Ln at Creek Falls Dr

Control Type:	Two-way stop	Delay (sec / veh):	268.6
Analysis Method:	HCM 2010	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	1.190

Intersection Setup

Name	Creek Falls Dr		Cross Creek Bend Ln		Cross Creek Bend Ln	
Approach	Southbound		Eastbound		Westbound	
Lane Configuration	← T →		↑		↓	
Turning Movement	Left	Right	Left	Thru	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		Yes		Yes	

Volumes

Name	Creek Falls Dr		Cross Creek Bend Ln		Cross Creek Bend Ln	
Base Volume Input [veh/h]	135	34	11	303	97	45
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	69	69	251	348	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	135	103	80	554	445	45
Peak Hour Factor	0.8500	0.8500	0.8500	0.8500	0.8500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	40	30	24	163	131	13
Total Analysis Volume [veh/h]	159	121	94	652	524	53
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	1.19	0.23	0.09	0.01	0.01	0.00
d_M, Delay for Movement [s/veh]	268.58	248.37	8.99	0.00	0.00	0.00
Movement LOS	F	F	A	A	A	A
95th-Percentile Queue Length [veh]	16.62	16.62	7.25	7.25	0.00	0.00
95th-Percentile Queue Length [ft]	415.39	415.39	181.35	181.35	0.00	0.00
d_A, Approach Delay [s/veh]	259.85		1.13		0.00	
Approach LOS	F		A		A	
d_I, Intersection Delay [s/veh]	45.92					
Intersection LOS	F					

Intersection Level Of Service Report
Intersection 2: Cross Creek Bend Lane and Parent Exit Driveway/Residential Street

Control Type:	Two-way stop	Delay (sec / veh):	565.8
Analysis Method:	HCM 2010	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	2.128

Intersection Setup

Name	Residential Street			Parent Exit Drwy			Cross Creek Bend Ln			Cross Creek Bend Ln		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	30.00			20.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	Residential Street			Parent Exit Drwy			Cross Creek Bend Ln			Cross Creek Bend Ln		
Base Volume Input [veh/h]	17	0	67	0	0	0	0	236	6	22	109	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	69	0	0	300	65	65	0	20	4	0	417	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	86	0	67	300	65	65	0	256	10	22	526	0
Peak Hour Factor	0.8500	0.8500	0.8500	0.7500	0.7500	0.7500	0.8500	0.8500	0.8500	0.8500	0.8500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	25	0	20	100	22	22	0	75	3	6	155	0
Total Analysis Volume [veh/h]	101	0	79	400	87	87	0	301	12	26	619	0
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane		No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.87	0.00	0.11	2.13	0.36	0.18	0.00	0.00	0.00	0.02	0.01	0.00
d_M, Delay for Movement [s/veh]	121.71	105.44	10.50	565.80	32.33	24.73	8.74	0.00	0.00	7.95	0.00	0.00
Movement LOS	F	F	B	F	D	C	A	A	A	A	A	A
95th-Percentile Queue Length [veh]	5.30	5.30	0.36	31.30	17.16	3.02	0.00	0.00	0.00	3.09	3.09	3.09
95th-Percentile Queue Length [ft]	132.59	132.59	9.02	782.51	429.06	75.62	0.00	0.00	0.00	77.15	77.15	77.15
d_A, Approach Delay [s/veh]	72.90			402.93			0.00			0.32		
Approach LOS	F			F			A			A		
d_I, Intersection Delay [s/veh]	142.88											
Intersection LOS	F											

Intersection Level Of Service Report

Intersection 3: Cross Creek Bend Lane at Bus/Staff Driveway

Control Type:	Two-way stop	Delay (sec / veh):	23.0
Analysis Method:	HCM 2010	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.138

Intersection Setup

Name	Bus/Staff Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Approach	Southbound		Westbound		Northeastbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	20.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		Yes		Yes	

Volumes

Name	Bus/Staff Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Base Volume Input [veh/h]	0	0	126	0	0	242
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	24	4	432	119	21	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	24	4	558	119	21	242
Peak Hour Factor	0.7500	0.7500	0.8500	0.7500	0.7500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	8	1	164	40	7	71
Total Analysis Volume [veh/h]	32	5	656	159	28	285
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.14	0.01	0.01	0.00	0.03	0.00
d_M, Delay for Movement [s/veh]	23.01	16.13	0.00	0.00	9.59	0.00
Movement LOS	C	C	A	A	A	A
95th-Percentile Queue Length [veh]	0.52	0.52	0.00	0.00	1.83	1.83
95th-Percentile Queue Length [ft]	12.93	12.93	0.00	0.00	45.67	45.67
d_A, Approach Delay [s/veh]	22.08		0.00		0.86	
Approach LOS	C		A		A	
d_I, Intersection Delay [s/veh]	0.93					
Intersection LOS	C					

Intersection Level Of Service Report

Intersection 4: Cross Creek Bend Lane at Parent Enter Driveway

Control Type:	Two-way stop	Delay (sec / veh):	9.5
Analysis Method:	HCM 2010	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.099

Intersection Setup

Name	Parent Enter Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Approach	Southbound		Northeastbound		Southwestbound	
Lane Configuration			↑		↑	
Turning Movement	Left	Right	Left	Thru	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	20.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		Yes		Yes	

Volumes

Name	Parent Enter Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Base Volume Input [veh/h]	0	0	0	242	126	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	65	21	69	367
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	0	65	263	195	367
Peak Hour Factor	0.7500	0.7500	0.7500	0.8500	0.8500	0.7500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	0	22	77	57	122
Total Analysis Volume [veh/h]	0	0	87	309	229	489
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane			
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.10	0.00	0.00	0.00
d_M, Delay for Movement [s/veh]	0.00	0.00	9.52	0.00	0.00	0.00
Movement LOS			A	A	A	A
95th-Percentile Queue Length [veh]	0.00	0.00	2.35	2.35	0.00	0.00
95th-Percentile Queue Length [ft]	0.00	0.00	58.71	58.71	0.00	0.00
d_A, Approach Delay [s/veh]	0.00		2.09		0.00	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	0.74					
Intersection LOS	A					

Vistro File: E:\...\Cross Creek ES.vistro
 Report File: E:\...AM Peak.pdf

Scenario 1 AM Peak
 2/14/2017

Trip Generation summary

Added Trips

Zone ID: Name	Land Use variables	Code	Ind. Var.	Rate	Quantity	% In	% Out	Trips In	Trips Out	Total Trips	% of Total Trips
1: Parents				1.000	0.000	50.00	50.00	430	430	860	83.58
2: Buses				1.000	0.000	50.00	50.00	28	28	56	5.44
3: Staff				1.000	0.000	50.00	50.00	113	0	113	10.98
Added Trips Total								571	458	1029	100.00

Vistro File: E:\...\Cross Creek ES.vistro
 Report File: E:\...\AM Peak.pdf

Scenario 1 AM Peak
 2/14/2017

Trip Distribution summary

Zone / Gate	Zone 1: Parents			
	To Parents:		From Parents:	
	Share %	Trips	Share %	Trips
2: Buses	0.00	0	0.00	0
3: Staff	0.00	0	0.00	0
4: Gate	15.00	65	15.00	65
5: Gate	55.00	237	55.00	235
6: Gate	15.00	65	15.00	65
7: Gate	15.00	65	15.00	65
Total	100.00	432	100.00	430

Zone / Gate	Zone 2: Buses			
	To Buses:		From Buses:	
	Share %	Trips	Share %	Trips
1: Parents	0.00	0	0.00	0
3: Staff	0.00	0	0.00	0
4: Gate	15.00	4	15.00	4
5: Gate	55.00	15	55.00	16
6: Gate	15.00	4	15.00	4
7: Gate	15.00	4	15.00	4
Total	100.00	27	100.00	28

Zone / Gate	Zone 3: Staff			
	To Staff:		From Staff:	
	Share %	Trips	Share %	Trips
1: Parents	0.00	0	0.00	0
2: Buses	0.00	0	0.00	0
4: Gate	15.00	17	15.00	0
5: Gate	85.00	96	85.00	0
6: Gate	0.00	0	0.00	0
7: Gate	0.00	0	0.00	0
Total	100.00	113	100.00	0

Intersection Level Of Service Report

Intersection 1: Cross Creek Bend Ln at Creek Falls Dr

Control Type:	Two-way stop	Delay (sec / veh):	91.9
Analysis Method:	HCM 2010	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.736

Intersection Setup

Name	Creek Falls Dr		Cross Creek Bend Ln		Cross Creek Bend Ln	
Approach	Southbound		Eastbound		Westbound	
Lane Configuration	← T →		↑		→	
Turning Movement	Left	Right	Left	Thru	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		Yes		Yes	

Volumes

Name	Creek Falls Dr		Cross Creek Bend Ln		Cross Creek Bend Ln	
Base Volume Input [veh/h]	89	22	38	231	328	151
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	36	36	231	133	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	89	58	74	462	461	151
Peak Hour Factor	0.8500	0.8500	0.8500	0.8500	0.8500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	26	17	22	136	136	44
Total Analysis Volume [veh/h]	105	68	87	544	542	178
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.74	0.14	0.10	0.01	0.01	0.00
d_M, Delay for Movement [s/veh]	91.95	74.19	9.53	0.00	0.00	0.00
Movement LOS	F	F	A	A	A	A
95th-Percentile Queue Length [veh]	6.69	6.69	6.29	6.29	0.00	0.00
95th-Percentile Queue Length [ft]	167.13	167.13	157.28	157.28	0.00	0.00
d_A, Approach Delay [s/veh]	84.97		1.31		0.00	
Approach LOS	F		A		A	
d_I, Intersection Delay [s/veh]	10.19					
Intersection LOS	F					

Intersection Level Of Service Report
Intersection 2: Cross Creek Bend Lane and Parent Exit Driveway/Residential Street

Control Type:	Two-way stop	Delay (sec / veh):	205.1
Analysis Method:	HCM 2010	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	1.240

Intersection Setup

Name	Residential Street			Parent Exit Drwy			Cross Creek Bend Ln			Cross Creek Bend Ln		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	30.00			20.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	Residential Street			Parent Exit Drwy			Cross Creek Bend Ln			Cross Creek Bend Ln		
Base Volume Input [veh/h]	11	0	45	0	0	0	0	186	19	76	274	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	36	0	0	151	32	32	0	116	4	0	169	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	47	0	45	151	32	32	0	302	23	76	443	0
Peak Hour Factor	0.8500	0.8500	0.8500	0.7500	0.7500	0.7500	0.8500	0.8500	0.8500	0.8500	0.8500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	14	0	13	50	11	11	0	89	7	22	130	0
Total Analysis Volume [veh/h]	55	0	53	201	43	43	0	355	27	89	521	0
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane		No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.42	0.00	0.08	1.24	0.22	0.08	0.00	0.00	0.00	0.08	0.01	0.00
d_M, Delay for Movement [s/veh]	50.72	41.53	10.77	205.09	28.73	16.71	8.44	0.00	0.00	8.31	0.00	0.00
Movement LOS	F	E	B	F	D	C	A	A	A	A	A	A
95th-Percentile Queue Length [veh]	1.81	1.81	0.25	11.45	6.33	1.22	0.00	0.00	0.00	3.10	3.10	3.10
95th-Percentile Queue Length [ft]	45.29	45.29	6.35	286.28	158.36	30.43	0.00	0.00	0.00	77.38	77.38	77.38
d_A, Approach Delay [s/veh]	31.11			150.44			0.00			1.21		
Approach LOS	D			F			A			A		
d_I, Intersection Delay [s/veh]	34.09											
Intersection LOS	F											

Intersection Level Of Service Report

Intersection 3: Cross Creek Bend Lane at Bus/Staff Driveway

Control Type:	Two-way stop	Delay (sec / veh):	27.8
Analysis Method:	HCM 2010	Level Of Service:	D
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.489

Intersection Setup

Name	Bus/Staff Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Approach	Southbound		Westbound		Northeastbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	20.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		Yes		Yes	

Volumes

Name	Bus/Staff Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Base Volume Input [veh/h]	0	0	285	0	0	205
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	120	21	214	23	4	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	120	21	499	23	4	205
Peak Hour Factor	0.7500	0.7500	0.8500	0.7500	0.7500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	40	7	147	8	1	60
Total Analysis Volume [veh/h]	160	28	587	31	5	241
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.49	0.06	0.01	0.00	0.01	0.00
d_M, Delay for Movement [s/veh]	27.81	24.02	0.00	0.00	8.76	0.00
Movement LOS	D	C	A	A	A	A
95th-Percentile Queue Length [veh]	3.10	3.10	0.00	0.00	1.02	1.02
95th-Percentile Queue Length [ft]	77.55	77.55	0.00	0.00	25.47	25.47
d_A, Approach Delay [s/veh]	27.25		0.00		0.18	
Approach LOS	D		A		A	
d_I, Intersection Delay [s/veh]	4.91					
Intersection LOS	D					

Intersection Level Of Service Report

Intersection 4: Cross Creek Bend Lane at Parent Enter Driveway

Control Type:	Two-way stop	Delay (sec / veh):	9.0
Analysis Method:	HCM 2010	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.045

Intersection Setup

Name	Parent Enter Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Approach	Southbound		Northeastbound		Southwestbound	
Lane Configuration			↑		↑	
Turning Movement	Left	Right	Left	Thru	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Pocket	0	0	0	0	0	0
Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
Speed [mph]	20.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		Yes		Yes	

Volumes

Name	Parent Enter Drwy		Cross Creek Bend Ln		Cross Creek Bend Ln	
Base Volume Input [veh/h]	0	0	0	205	285	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Rate	1.00	1.00	1.00	1.00	1.00	1.00
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	32	4	53	182
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	0	32	209	338	182
Peak Hour Factor	0.7500	0.7500	0.7500	0.8500	0.8000	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	0	11	61	106	54
Total Analysis Volume [veh/h]	0	0	43	246	423	214
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane			
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.05	0.00	0.00	0.00
d_M, Delay for Movement [s/veh]	0.00	0.00	8.98	0.00	0.00	0.00
Movement LOS			A	A	A	A
95th-Percentile Queue Length [veh]	0.00	0.00	1.30	1.30	0.00	0.00
95th-Percentile Queue Length [ft]	0.00	0.00	32.45	32.45	0.00	0.00
d_A, Approach Delay [s/veh]	0.00		1.34		0.00	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	0.42					
Intersection LOS	A					

Vistro File: E:\...\Cross Creek ES.vistro
 Report File: E:\...\PM Peak.pdf

Scenario 2 PM Peak
 2/14/2017

Trip Distribution summary

Zone / Gate	Zone 1: Parents			
	To Parents:		From Parents:	
	Share %	Trips	Share %	Trips
2: Buses	0.00	0	0.00	0
3: Staff	0.00	0	0.00	0
4: Gate	15.00	32	15.00	32
5: Gate	55.00	118	55.00	119
6: Gate	15.00	32	15.00	32
7: Gate	15.00	32	15.00	32
Total	100.00	214	100.00	215

Zone / Gate	Zone 2: Buses			
	To Buses:		From Buses:	
	Share %	Trips	Share %	Trips
1: Parents	0.00	0	0.00	0
3: Staff	0.00	0	0.00	0
4: Gate	15.00	4	15.00	4
5: Gate	55.00	15	55.00	16
6: Gate	15.00	4	15.00	4
7: Gate	15.00	4	15.00	4
Total	100.00	27	100.00	28

Zone / Gate	Zone 3: Staff			
	To Staff:		From Staff:	
	Share %	Trips	Share %	Trips
1: Parents	0.00	0	0.00	0
2: Buses	0.00	0	0.00	0
4: Gate	15.00	0	15.00	17
5: Gate	85.00	0	85.00	96
6: Gate	0.00	0	0.00	0
7: Gate	0.00	0	0.00	0
Total	100.00	0	100.00	113

February 28, 2017

Engineering Review

Preliminary Plat
Commercial Reserves at FM 1463
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat will create two (2) Reserves that are restricted to Commercial use only that covers a total of 6.2138 acres of land.
2. Access will be from F.M. 1463 thru the Texas Department of Transportation Permit Process. Please note the City of Fulshear has a minimum driveway spacing set out by the access ordinance.
3. Since this tract is located in the E.T.J. of the City of Fulshear, plats will require approval from both the City and Fort Bend County.

Recommendations:

I recommend that this Preliminary Plat of Commercial Reserves at FM 1463 be approved with the following corrections/additions:

- A) Contour lines are required on the face of the plat per the City's Subdivision Ordinance.
- B) The City Limits Line needs to be shown on the Vicinity Map.
- C) The Vice Chairman of the Planning Commission is now Austin Weant.
- D) The proposed Sanitary Sewer Easement should be relocated to the front of the Reserves.
- E) A note needs to be added to the face of the plat showing that the area is located in the E.T.J. of the City of Fulshear.





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: 02/17/17 Date Received by the City of Fulshear: _____
 Subdivision: Commercial Reserves at FM 1463 Development: Commercial Reserves

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)

Subdivision of 6.2138 acres (270,674 Sq. Ft.) of land situated in the Alexander Phillips Survey abstract No.

Legal Description: 300 City of Fulshear, Fort Bend County, Texas.

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

Total Acreage: 6.2138
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 2 Unrestricted
 Total Acres In Reserve: 6.2138

Owner: DLM Management L.,L.C.
 Address: 10575 West Office Drive.
 City/State: Houston, Tx. 77042
 Telephone: _____
 Email Address: _____

Engineer/Planner: Benchmark Engineering Corporation
 Contact Person: Luis D. Valencia
 Telephone: 713-554-2277
 Fax Number: 713-266-3804
 Email Address: lvalencia@benchmarkeng.net

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 \$ 577.67	
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.

Luis D. Valencia

02/17/2017

SIGNATURE

TYPED OR PRINTED NAME/TITLE

DATE

TITLE REPORT

FILE NO.: 16157031803
PRIOR FILE: 1315739568; 1315739568A
EFFECTIVE DATE: February 04, 2016 @ 8:00 A.M.
CLOSER: Sanford Reel
EXAMINER: Albert C
ARB NO.: 3/4G, 3/4K, A-300 (Q4255)
APPLICANT: DLM Management, LLC, a Texas limited liability company

Examination from: Records of Stewart Title Company

Subject to: Claims of present occupants; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes.

OWNER OF RECORD APPEARS TO BE:

DLM MANAGEMENT, LLC, a Texas limited liability

TITLE BY VIRTUE OF

Deed dated September 28, 2011, recorded under Clerk's File No. 2011096944 of the Official Records of Fort Bend County, Texas. (Tract One)

Deed dated January 26, 2016, recorded under Clerk's File No. 2016012965 of the Official Records of Fort Bend County, Texas. (Tract Two)

ESTATE OR INTEREST:

Fee Simple

CORRECT DESCRIPTION OF PROPERTY:

TRACT ONE:

All that 5.410 acre (235,671 square foot) tract of land located in the Alexander Phillips Survey, Abstract Number 300 in Fort Bend County, Texas, further being out of and a part of the remainder of that certain called 207.941 acre tract of land described in Special Warranty Deed to Beazer Homes Texas, L.P. recorded under Clerk's File Number 2010124803 of the Official Public Records of Real Property in Fort Bend County, Texas (O.P.R.R.P.F.B.C.T.), and being further described by metes and bounds as follows: (All bearings and coordinates refer to the Texas Coordinate System of 1983, South Central Zone 4204)

BEGINNING at a 3/4-inch iron pipe found in the west right-of-way (R.O.W.) line of FM 1463 (100-foot wide) as recorded in Volume 275, Page 538 and Volume 275, Page 534 of the O.P.R.R.P.F.B.C.T. at the lower northeast corner of the remainder of said 207.941 acre tract for the point-of-tangency in the east line of the herein described tract; (Texas Surface Coordinates; Northing: 13829039.28, Easting: 2969538.87, Average Combined Scale Factor =0.99988485 118)

THENCE, along the west R.O.W. line of said FM 1463, South 01 Degrees 56 Minutes 45 Seconds East, a distance of 398.70 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southeast corner of the herein described tract, and from which a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the

northeast corner of that certain called 11.502 acre tract of land described in Special Warranty Deed with Vendor's Lien to Crosspoint Lutheran Church recorded under Clerk's File Number 2011055316 of the O.P.R.R.P.F.B.C.T. bears South 01 Degrees 56 Minutes 45 Seconds East, a distance of 2,304.72 feet;

THENCE, over and across the remainder of said 207.941 acre tract the following nine (9) courses;

1. South 88 Degrees 03 Minutes 15 Seconds West, a distance of 276.47 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the south line;
2. South 75 Degrees 59 Minutes 04 Seconds West, a distance of 1.29 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southwest corner;
3. North 16 Degrees 02 Minutes 56 Seconds West, a distance of 106.86 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the west line;
4. North 11 Degrees 44 Minutes 36 Seconds West, a distance of 99.42 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the west line;
5. North 04 Degrees 45 Minutes 50 Seconds West, a distance of 99.43 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the west line;
6. North 01 Degrees 58 Minutes 46 Seconds West, a distance of 300.45 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the west line;
7. North 05 Degrees 25 Minutes 19 Seconds East, a distance of 146.04 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the west line;
8. North 23 Degrees 16 Minutes 44 Seconds West, a distance of 100.45 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in the west line;
9. North 04 Degrees 11 Minutes 50 Seconds West, a distance of 38.53 feet to a 3/4-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for a point in the southwesterly R.O.W. line of said FM 1463 on the arc of a curve to the right for the north corner of the herein described tract;

THENCE, a distance of 630.75 along said curve to the right having a Radius of 505.41 feet, a Central Angle of 71 Degrees 30 Minutes 16 Seconds, and a Chord which bears South 37 Degrees 41 Minutes 53 Seconds East, a distance of 590.60 feet to the POINT OF BEGINNING and containing 5.410 acres (235,671 square feet) of land, more or less.

TRACT TWO:

County: Fort Bend County
Highway: FM 1463
Project Limits: Katy to Flewellen
RCSJ No. 0188-10-030

PROPERTY DESCRIPTION FOR TRACT NO. 18

BEING a 0.8037 of one acre (35,007 square feet) tract of land located in the Alexander Philips Survey, A-300 in Fort Bend County, Texas and being out of a called 12.690-acre tract as conveyed from Mrs. Florence B. Cardiff et al, to the State of Texas by deed dated July 7 1950 and recorded in Volume 275, Page 538 of the Deed Records of Fort Bend County Texas, said 0.8037-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4-inch iron rod located in the existing west right-of-way line of F. M. 1463 (100 feet wide) for the southeast corner of a called 5.410 acre tract as conveyed unto DLM Management, LLC, by deed recorded under County Clerk's File No. 2011096944 of the Official Public Records of Real Property of Fort Bend County Texas, and for the

northeast corner of Block 1 of Churchill Farms, Section 4 subdivision plat recorded under Plat No. 20120053 of the Plat Records of Fort Bend County, Texas, thence as follows;

THENCE, North 01° 56' 50" West, with said existing west right-of-way line of F.M. 1463, the east line of said 5.410-acre tract, a distance of 398.70 feet to a point for the beginning of a curve to the left;

THENCE, in a northwesterly direction continuing with said existing west right-of-way line of F.M. 1463, the east line of said 5.410-acre tract and with said curve to the left whose radius is 505.41 feet and whose central angle is 23° 32' 36" (Chord bears North 13° 43' 08" West, a distance of 206.22 feet) for a curve length of 207.68 feet set 5/8-inch iron rod with TxDOT aluminum cap located in the proposed west right-of-way line of F.M. 1463 (width varies) for the southeast corner of said tract herein described and for the POINT OF BEGINNING, having surface coordinates of N=13,829,456.99 and E=2,969,536.95;**

1) THENCE, in a northwesterly direction continuing with said existing west right-of-way line of F.M. 1463, the east line of said 5.410-acre tract and with said curve to the left whose radius is 505.41 feet and whose central angle is 51° 17' 42" (chord bears North 51° 08' 17" West, a distance of 437.52 feet) at a curve length of 423.07 feet passing a found 5/8-inch iron rod with cap stamped "Benchmark" for the north corner of said 5.410-acre tract and for the northeast corner of Block 4 of Church Farms Section 5, a subdivision plat recorded under Plat No 20130073 of the Plat Records of Fort Bend County, Texas, continuing with the north line of said Churchill Farms Section 5 for a total curve length of 452.48 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located in the proposed south right-of-way line of F.M. 1463 (width varies) for the west corner of said tract herein described;**

2) THENCE, North 86° 05' 11" East, with said proposed south right-of-way line of F.M. 1463, a distance of 98.21 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point in the north line of said tract herein described;**

3) THENCE, North 84° 11' 22" East, continuing with said proposed south right-of-way line of F.M. 1463, a distance of 108.75 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for an angle point in the north line of said tract herein described; **

4) THENCE, North 86° 04' 09" East, continuing with said proposed south right-of-way line of F.M. 1463, a distance of 104.62 feet to a set 5/8 inch iron rod with TxDOT aluminum cap located for the most northerly northeast corner of said tract herein described; **

5) THENCE, South 47° 56' 02" East, with said proposed west right-of-way line of F. M. 1463, a distance of 27.79 feet to a set 5/8-inch iron rod with TxDOT aluminum cap for the most easterly northeast corner of said tract herein described; **

6) THENCE, South 01° 56' 13" East, continuing with said proposed west right-of-way line of F.M. 1463, a distance of 280.95 feet to the POINT OF BEGINNING and containing 0.8037 acre (35,007 square feet) of land, more or less.

SCHEDULE B

RESTRICTIONS (Change smart tag to NO if no restrictions apply)

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

Those set out in Declaration of Covenants, Conditions and Restrictions recorded under Clerk's File No. 2011096943 of the Official Public Records of Fort Bend County, Texas, and those set out under Clerk's File Nos. 2011096945 and 2011096946 of the Official Public Records of Fort Bend County, Texas.

EASEMENTS, MINERALS & OTHER EXCEPTIONS

B. Terms, conditions and provisions in those Private Easement Agreements for access roadway easements to drillsites, as set forth and described by instruments recorded in Volume 1357, Page 276 and Volume 1357, Page 288 of the County Clerk Official Records of Fort Bend County, Texas.

C. A non-exclusive easement for the purpose of constructing, maintaining, inspecting, operating, repairing and

reconstructing drainage facilities, as set out in that certain Drainage Easement Agreement recorded under Clerk's File No. 2011096945 of the Official Public Records of Fort Bend County, Texas, along with the terms, conditions, stipulations and provisions contained therein.

- D. An easement seven (7) feet wide, electric distribution and communication, natural gas, telephone communication, and for cable communication facilities, the location of which is shown by the double hatched area on Exhibit "A", attached thereto and made a part thereof, together with an unobstructed aerial easement eight (8) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located northerly of and adjoining said seven (7) foot wide easement, granted to CenterPoint Energy Houston Electric, LLC et al, by instrument recorded under Clerk's File No. 2012073906 of the Official Records of Fort Bend County, Texas. (Tract One only)
- E. Storm Sewer Easement granted to Fort Bend County Municipal Utility District No. 156, as set forth and described by instrument recorded under Clerk's File No. 2015027990 of the Official Records of Fort Bend County, Texas. (Tract One only)
- F. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 108, Page 240 of the Deed Records of Fort Bend County, Texas. The surface rights not waived therein. (Title to said interest has not been traced further)
- G. A 1/16th royalty interest to Grantees therein, in and to all of the oil, gas, and other minerals in, on, under or that may be produced from the subject property, as set forth in an instrument of record in Volume 108, Page 240 and Volume 246, Page 410 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been traced further.)
- H. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in/under Volume 275, page 538 of the Deed Records of Fort Bend County, Texas. (The surface rights waived therein) The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (Tract Two only)
- I. Said royalty interest is subject to that Royalty Agreement recorded in Volume 167, Page 44 of the Deed Records of Fort Bend County, Texas, and those Agreements recorded in Volume 1357, Page 149 and Volume 1357, Page 163 of the County Clerk Official Records of Fort Bend County, Texas, further subject to the terms, conditions and provisions in that agreement recorded in Volume 1357, Page 163 of the County Clerk Official Records of Fort Bend County, Texas.
- J. A one-sixth (1/6) of all of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 580, as corrected by Volume 1076, Page 409 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- K. A one-sixth (1/6) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 584, as corrected by Volume 1076, Page 412 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution)
- L. A one-sixth (1/6) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 588, as corrected by Volume 1076, Page 415 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- M. A one-fourth (1/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 592, as corrected by Volume 1076, Page 391 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- N. A one-fourth (1/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in

connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 596, as corrected by Volume 1076, Page 394 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)

- O. A one-fourth (1/4) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 600, as corrected by Volume 1076, Page 397 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- P. A one-eighth (1/8) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 604, as corrected by Volume 1076, Page 421 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- Q. A one-eighth (1/8) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 608, as corrected by Volume 1076, Page 427 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- R. A one-eighth (1/8) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 612, as corrected by Volume 1076, Page 418 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- S. A one-eighth (1/8) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 616, as corrected by Volume 1076, Page 424 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- T. A 3/20 of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 620, as corrected by Volume 1076, Page 442 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- U. A 3/20 of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 624, as corrected by Volume 1076, Page 439 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- V. A 3/20 of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 628, as corrected by Volume 1076, Page 436 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- W. A 3/20 of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 632, as corrected by Volume 1076, Page 433 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- X. A 3/20 of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in an instrument recorded in Volume 993, Page 636, as corrected by Volume 1076, Page 430 of the Deed Records of Fort Bend County, Texas. (Title to said interest has not been examined subsequent to the date of its execution.)
- Y. The surface rights and all rights of ingress or egress and all other rights of every kind an character whatsoever to enter upon or use the surface of the subject property (except for the surface Drill Sites, Access Strips, Substitute Access Strips, Multi-Purpose Easements and Development Tract Easements, as therein defined) are waived by those Partial Waiver and Release of Surface Rights, recorded in counterpart in Volume 1357, Page 19, Volume

1357, Page 35 and Volume 1357, Page 51 of the County Clerk Official Records of Fort Bend County, Texas, as amended by instruments recorded in Volume 1419, Page 619, Volume 1430, Page 176 and Volume 1462, Page 112, and under Clerk's File No(s). 2006005541, 2008077396 and 2011046070 of the County Clerk Official Records of Fort Bend County, Texas. (Drill Sites and Access Strip have been relocated and are not on the subject property.)

- Z. Said Partial Waiver and Release of Surface Rights being amended and ratified by instruments recorded in multiple counterparts recorded in Volume 1357, Page 88, Volume 1357, Page 109, Volume 1357, Page 131 and Volume 1487, Page 884 of the County Clerk Official Records of Fort Bend County, Texas.
- AA. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded under Clerk's File No. 2010124803 of the Official Records of Fort Bend County, Texas. The surface rights waived therein. (Tract One only)
- AB. All of Grantor's right, title, and interest, if any in an to all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth and stated in instrument recorded in/under Clerk's File No. 2016012965 of the Official Records of Fort Bend County, Texas. The surface rights waived therein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (Tract Two only)
- AC. Rights of parties in and to any portion of subject property lying within a public or private road.
- AD. Rights of tenants and assigns, as tenants only, under currently effective lease agreements or any unrecorded leases, including but not limited to that certain Seller's Temporary Ground Lease executed September 28, 2011, by and between DLM Management, LLC (Landlord) and Beazer Homes Texas, L.P. (Tenant).
- AE. Any rights, easements, interest or claims, either public or private which may exist by reason of or reflected by the following matters shown on the prior survey dated June 27, 2011, revised on September 22, 2011, prepared by W. R. Wolfram, III, R.P.L.S. No. 6244, for Benchmark Engineering Corporation:
1. Natural drainage courses at various locations.
 2. Existing Dirt & Gravel Field Roads across the subject property.
- AF. Waiver Of Special Appraisal For The Benefit Of Fort Bend County Municipal Utility District No. 156 and recorded under Clerk's File No. 2015067952 of the Official Records of Fort Bend County, Texas.
- AG. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose. (As to Tract Two)
- AH. Subject to the rights of an and all existing public utilites or common carries in accordance with V.T.C.A., Transportation Code Chapter 202, Subchapter B, Section 202.029 as set forth in Deed recorded under Clerk's File No. 2016012965 of the Official Records of Fort bend County, Texas. (Tract Two only)
- AI. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

SCHEDULE C

PAYOFF LIENS & MISC REQUIREMENTS

6. Deed of Trust dated June 21, 2013, recorded in/under Clerk's File No. 2014128474 of the Official Records of Fort Bend County, Texas, executed by DLM MANAGEMENT, LLC, a Texas limited liability company, securing the

payment of one note in the principal amount of \$900,000.00, bearing interest and payable as therein provided to the order of GUY J. ROBERTSON, SR. (Tract One only)

7. The Company requires for its review, satisfactory copy of the Certificate of Formation and Operating Agreement and any amendments thereto, a certificate of good standing and satisfactory evidence of authority of the officers, managers or members to execute the documents.
8. Subject property is located in the Fort Bend Municipal Utility District NO. 156. 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. The most recent rate of taxes levied by the district on real property is \$1.50 on each \$100.00 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$N/A on each \$100.00 of assessed valuation. The total amount of voter approved bonds is \$109,080,000.00 and the aggregate principal amount of all bonds issued for specific facilities is \$0. The amount of the standby fee is \$0. 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.

Note: Title by virtue of Deed dated September 28, 2011, recorded under Clerk's File No. 2011096944 of the Official Records of Fort Bend County, Texas. (Tract One); and Deed dated January 26, 2016, recorded under Clerk's File No. 2016012965 of the Official Records of Fort Bend County, Texas. (Tract Two) **For Information Purposes Only**

24-MONTH CHAIN OF TITLE (Flows to #2 of the T-53)

NOTES TO CLOSER:

Survey Map

Deed of Trust And Security Agreement dated September 29, 2011, recorded in/under Clerk's File No. 2011097816 of the Official Records of County, Texas, executed by DLM MANAGEMENT, LLC, securing the payment of promissory notes in the principal amount of (i). \$9,199,344.00, (ii). \$1,569,707.00, and (iii). \$6,034,310.00, each bearing interest and payable as therein provided to the order of WELLS FARGO BANK, N.A. and each of Wells Fargo Bank, N.A.'s affiliates that is a party to any Swap Agreements as defined therein. (Releases at 2013077243)

(i). Said lien additionally secured by an Assignment Of Rents recorded in/under Clerk's File No. 2011097817 of the Official Records of County, Texas.

(ii). Said lien further secured by a security Interest as reflected by Financing Statement (UCC-1) recorded in/under Clerk's File No. 2011097818 of the Official Records of County, Texas.



Luis Valencia

2/16/17

Benchmark Engineering Corporation

2401 Fountainview, Suite 500, Houston, Texas 77057

RE: Commercial property SW corner of Roesner @ FM 1463

Dear Luis;

This letter is in response to your inquiry regarding the availability of electric service to the above referenced project.

Senate Bill 7 (SB7) was created by the Texas Legislature and was put into effect on January 1, 2002, to deregulate the electrical industry in the State of Texas. The current function of CenterPoint Energy is to provide a travelway, or path, for electricity to flow to the customer. The customer is required to choose a particular Retail Energy Provider (REP), also known as a Competitive Retailer (CR) for their electrical needs.

Under the Tariff Agreement between CenterPoint Energy and the Texas Public Utilities Commission (TPUC), adequate required electrical service capabilities may be extended to locations with some restrictions. Primary overhead electrical distribution facilities currently exist in the general vicinity of the above referenced location. Facilities may be extended to a location along public rights of way or inside dedicated easements.

Extension of overhead facilities and the possible cost associated with the extension is dependent upon receipt of a final plat of the facility to be served, and a customer approved CenterPoint Energy outlet location.

If you need any additional information, please feel free to contact me.

Sincerely,

Jordan Hobbs- Service Consultant
jordan.hobbs@centerpointenergy.com
281-391-5138



BENCHMARK ENGINEERING CORPORATION

ENGINEERING • PLANNING • LAND SURVEYING

TEXAS BOARD OF PROFESSIONAL ENGINEERS

REGISTRATION NUMBER F-6788

2401 FOUNTAINVIEW DRIVE, SUITE 500

HOUSTON, TEXAS 77057

(713) 266-9930

CONSULTING ENGINEERS

FAX (713) 266-3804

February 10, 2017

City of Fulshear
29378-C McKinnon Rd/P.O. Box 279
Fulshear, TX 77441

Re: Fort Bend County Municipal Utility District No. 156
6.2 Acre DLM Management, LLC Tract
Water and Wastewater Capacity

To Whom it May Concern:

Benchmark Engineering Corporation serves as the District engineer for Fort Bend County Municipal Utility District No. 156 ("The District"), which serves the above referenced tract. Regarding this proposed commercial tract, located at the northeast corner of the District, on the south and west side of FM 1463, 25 Equivalent Single Family Connections (ESFC's) have been reserved for development of this tract. This In total, the District has 645 ESFC reserved from the water and wastewater plants of the adjacent Fort Bend Municipal Utility District 57 (FBCMUD57), per agreement between FBCMUD57 and the District. Of these 645 ESFCs, the majority are reserved for residential development within the Churchill Farms community within the District, and the remainder are reserved and allocated to specific commercial tracts within the District, including 25 ESFCs for the above referenced tract.

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

Sincerely,

Brian E. Chovanec, P.E.
District Engineer

BENCHMARK ENGINEERING CORPORATION

EXHIBIT
METES AND BOUNDS DESCRIPTION
6.2138 ACRES
(270,674 SQUARE FEET)
FORT BEND COUNTY, TEXAS
February 24, 2016

All that 6.2138 acre (270,674 square foot) tract of land being all of a called 5.410 acre tract of land as conveyed by Special Warranty Deed dated September 29, 2011 to DLM Management, LLC as recorded under Clerk's File No. 2011096944 of the Official Public Records of Real Property, Fort Bend County, Texas and all of a called 0.8037 acre tract of land as conveyed by Deed dated January 26, 2016 to DLM Management, LLC as recorded under Clerk's File No. 2016012965 of the Official Public Records of Real Property, Fort Bend County, Texas and being situated in the Alexander Phillips Survey, Abstract Number 300 in Fort Bend County, Texas and being further described by metes and bounds as follows: (All bearings and coordinates refer to the Texas Coordinate System of 1983, South Central Zone 4204)

BEGINNING at a 5/8-inch iron rod with cap stamped Benchmark Engr found at the southeast corner of said 5.410 acre tract, the north east corner of Churchill Farms, Section Four as recorded under Plat No. 20120053 of the Plat Records of Fort Bend County, Texas and being situated in the west right-of-way line of FM 1463 (100-foot wide) as recorded in Volume 275, Page 538 and Volume 275, Page 534 of the O.P.R.R.P.F.B.C.T.

THENCE South 88°03'15" West, along the south line of said 5.410 acre tract and the north line of said Churchill Farms Section Four, for a distance of 276.47 feet to a 3/4-inch iron rod with cap stamped "Benchmark Engr." found for corner;

THENCE South 75°59'04" West, continuing along the south line of said 5.410 acre tract and the north line of said Churchill Farms Section Four, for a distance of 1.29 feet to a 3/4-inch iron rod with cap stamped "Benchmark Engr." found for corner at the southeast corner of Churchill Farms Section Five as recorded under Plat No. 20130073 of the Plat Records of Fort Bend County, Texas and the southwest corner of said 5.410 acre tract;

THENCE North 16°02'56" West, along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 106.86 feet to a 3/4-inch iron rod with cap stamped "Benchmark Eng." found for corner;

THENCE North 11°44'36" West, continuing along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 99.42 feet to a 3/4-inch iron rod with cap stamped "Benchmark Engr." found for corner;

THENCE North 04°45'50" West, continuing along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 99.43 feet to a 3/4-inch iron rod with cap stamped "Benchmark Engr." found for corner;

THENCE North $01^{\circ}58'46''$ West, continuing along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 300.45 feet to a $\frac{3}{4}$ -inch iron rod with cap stamped "Benchmark Engr." found for corner;

THENCE North $05^{\circ}25'19''$ East, continuing along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 146.04 feet to a $\frac{3}{4}$ -inch iron rod with cap stamped "Benchmark Engr." found for corner;

THENCE North $23^{\circ}16'44''$ West, continuing along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 100.45 feet to a $\frac{3}{4}$ -inch iron rod with cap stamped "Benchmark Engr." found for corner;

THENCE North $04^{\circ}11'40''$ West, continuing along the west line of said 5.410 acre tract and the east line of said Churchill Farms Section Five, for a distance of 38.53 feet to a $\frac{3}{4}$ -inch iron rod with cap stamped "Benchmark Engr." found for corner in the south line of said 0.8037 acre tract;

THENCE in a northwesterly direction, along the arc of a curve to the left having a radius of 505.41 feet, a central angle of $03^{\circ}20'08''$, an arc length of 29.42 feet and a chord bearing North $75^{\circ}07'01''$ West, 29.42 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for corner in the south right-of-way line of FM 1463 (based on a width of 100-feet) as recorded under Volume 275, Page 534 and Volume 275, Page 538 of the Deed Records of Fort Bend County, Texas and being the westernmost corner of said 0.8037 acre tract;

THENCE North $86^{\circ}05'11''$ East, along the south right-of-way line of said FM 1463 and the north line of said 0.8037 acre tract, for a distance of 98.21 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for corner;

THENCE North $84^{\circ}11'22''$ East, continuing along the south right-of-way line of said FM 1463 and the north line of said 0.8037 acre tract, for a distance of 108.75 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for corner;

THENCE North $85^{\circ}04'09''$ East, continuing along the south right-of-way line of said FM 1463 and the north line of said 0.8037 acre tract, for a distance of 104.62 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for corner;

THENCE South $47^{\circ}56'02''$ East, along a cut-back line, 27.79 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for corner in the west right-of-way line of said FM 1463;

THENCE South $01^{\circ}56'13''$ East, along the west right-of-way line of said FM 1463 and the east line of said 0.8037 acre tract, for a distance of 280.95 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for corner in the north line of said 5.410 acre tract;

THENCE in a southeasterly direction, along the east line of said 5.410 acre tract, along the west right-of-way line of said FM 1463 and along the arc of a curve to the right having a radius of 505.21 feet, a central angle of $23^{\circ}33'11''$, an arc length of 207.68 feet and a chord bearing of South $13^{\circ}43'13''$ East, 206.22 feet to a $\frac{5}{8}$ -inch iron rod with TxDOT aluminum cap found for the point of tangency of herein described curve to the right;

THENCE South 01°56'45" East, along the east line of said 5.410 acre tract and the west right-of-way line of said FM 1463, for a distance of 398.70 feet to the **POINT OF BEGINNING** of herein described tract and containing 6.2138 acres (270,674 square feet) of land.

This description was prepared in connection with a Land Title Survey prepared by way of Benchmark Engineering Corporation on February 17, 2016. Reference No. 11011.

**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF:	March 21, 2017	AGENDA ITEM:
DATE SUBMITTED:	March 17, 2017	DEPARTMENT: Public Works
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER: Sharon Valiante, Director of Public Works
SUBJECT:	Acceptance of Perpetual Easements for Underground Utilities – Construction, Installation, Maintenance, Repair, Inspection, Replacing, etc.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Utility Agreements & Easement Documents (note: Property Deeds stored in electronic format: G:\CC Agendas\2017\Public Works\3.21.17\Utility Easement Docs\Warranty Deeds) Elizabeth Esser-Arnold Fulshear Equine LLC Fulshear Investments, Inc. Kenneth Arnold Carole McCann, Et. Al. Gerald McCann, Et. Al. 2. Location Map of Easement locations 3. City Engineer Recommendation Letter of Contract Award 4. Bid Tab 7-20-16 5. City Council Agenda Memo 9.20.16 	
EXPENDITURE REQUIRED:	N/A	
AMOUNT BUDGETED:	N/A	
ACCOUNT NO.:		
ADDITIONAL APPROPRIATION REQUIRED:	N/A	
ACCOUNT NO.:		

EXECUTIVE SUMMARY

The City of Fulshear is a vastly growing community with a variety of master planned communities approaching the City to build. Two such communities, Fulshear Polo Ranch and Fulshear Lakes, are on tap to bring their developments soon, with Fulshear Lakes on tap for this year. Their communities will add residential and commercial type units to the footprint of the ever-increasing size of the City and its extra territorial jurisdiction.

As with any development or added footprint, necessary water and wastewater services must be provided. The City has a Regional Water and Wastewater System that needs to be expanded to accommodate these developments. The expansion is an extension of underground utility lines.

City staff and the Developers worked together to determine the capacity requirements for the type of infrastructure needed, which included the size and depth of underground utility lines. These criteria were used to determine the size of easements needed to construct, maintain, repair, replace, fix, altering, and/or removing the underground utility lines. Each of the easements being dedicated contain a 15-foot water line and sanitary sewer line easement and a temporary 35-foot-wide work easement adjoining the 15-foot-wide water and sanitary sewer line easement. The temporary easements will expire at project completion. The easements are located adjacent to FM 1093 and must be acquired from the adjacent property owners to facilitate and accommodate the underground utility line installations. There are 6 (six) adjacent property owners (Grantors) that will provide easements:

1. Elizabeth Esser-Arnold
2. Fulshear Equine LLC
3. Fulshear Investments, Inc.
4. Keith Arnold
5. Carole McCann, Et. Al.
6. Gerald McCann, Et. Al.

In the FY 2016-2017 budget, staff proposed the extension of Water and Wastewater lines westerly to provide service to the Fulshear Polo Ranch and Fulshear Lakes developments. In June/July 2016, the City advertised and accepted bids for underground utility line extensions to serve the future developments to the west of the existing Old Town Waste Water Treatment Plant, Fulshear Lakes and Fulshear Polo Ranch. City Council approved and awarded a contract to Hurtado Construction at its regularly scheduled meeting in September 2016 to construct these lines.

While the bid process and council award were taking place, City staff began the process of acquiring the easements necessary to construct the underground utility line extensions. The adjacent property owners were contacted and perpetual easement documents were prepared. The perpetual easement documents are now ready for consideration by City Council for acceptance.

Once the documents are executed with signatures, they will then be recorded and construction will be able to begin.

RECOMMENDATION

Staff recommends Council accept the associated perpetual easements and authorize the Mayor to execute the perpetual easement documents.

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.

STATE OF TEXAS

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COUNTY OF FORT BEND

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UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("EASEMENT AGREEMENT") is executed by and between ELIZABETH ESSER-ARNOLD ("GRANTOR") and the CITY OF FULSHEAR, TEXAS, a municipal corporation in the State of Texas ("CITY").

RECITALS:

WHEREAS, GRANTOR is the owner of that certain 33.129 acre tract of land conveyed to GRANTOR in a court order out of a called 58.139 acre tract recorded in clerk's file number 1999008859, located in the John Randon League, Abstract 76, Fort Bend County, Texas ("GRANTOR TRACT");

WHEREAS, GRANTOR agrees to grant to the CITY an exclusive perpetual easement, for all purposes, in, over, under, across, and through that portion of the GRANTOR TRACT being more particularly described by Exhibit "A" attached hereto and incorporated herein by this reference ("EASEMENT"), for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT through such utility lines, and together with all rights and privileges necessary or convenient for the CITY's full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the easement rights herein granted, subject to the terms and provisions hereinafter set forth; and

WHEREAS, the CITY has requested that GRANTOR agree to grant the right of others to tie into and to utilize the utility lines in order to provide utility services to any neighboring tract, including all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes.

AGREEMENT:

NOW, THEREFORE, for and in consideration of these premises and the respective covenants, agreements, and obligations hereinafter set forth, the GRANTOR and the CITY hereby agree to the following:

1. GRANTOR, as the fee owner of the GRANTOR TRACT, hereby declares, establishes and grants to the CITY for the benefit of the GRANTOR TRACT or any portion thereof, for the common and mutual use, an exclusive, perpetual easement in, over, under, across, and through the GRANTOR TRACT, for purposes of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT and any adjoining properties through such utility lines, and together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the perpetual easement rights herein granted.
2. The CITY shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the EASEMENT that may interfere with the normal operation or maintenance of any utilities placed in the EASEMENT by the CITY. GRANTOR agrees not to build, construct or create, or permit others to build, construct or create in the EASEMENT any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs and other landscaping) that may interfere with the normal operation or maintenance of the utility lines or appurtenances installed therein without the prior written approval of the CITY. Any fence installed along, across or within the EASEMENT must provide the CITY with unrestricted access to the EASEMENT. GRANTOR and GRANTOR's heirs, successors, and assigns shall not unreasonably obstruct the EASEMENT and shall be responsible for removing any and all items that may obstruct the EASEMENT. The CITY has the right to eliminate any encroachments into or obstructions of the EASEMENT upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the CITY presents a danger to life, health, safety, welfare, or property, in which case the CITY may act without prior notice to the GRANTOR.
3. The CITY shall be responsible for the service, maintenance, repair and replacement of the utility lines, if, as, and when needed. Except in the case of a maintenance emergency where such work may be initiated without notice, the CITY shall provide GRANTOR with at least twenty-four (24) hours prior notice before commencement of any work.
4. The CITY will remove as necessary any fences, structures, pavement, driveways, business signs, or vegetation located within the EASEMENT for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing any utility lines and appurtenances, and thereafter shall restore any fence, structure, pavement, driveway, business sign or vegetation to its condition prior to removal.

5. GRANTOR agrees that it will strictly comply with the CITY's ordinances to the extent applicable to the EASEMENT.
6. Every obligation of this EASEMENT AGREEMENT shall run with the land and shall be binding upon the party making or assuming the obligations of this EASEMENT AGREEMENT and such party's successors, assigns, mortgagees, tenants, customers, and invitees, and shall inure to the benefit of the other party to this EASEMENT AGREEMENT and to its successors, assigns, mortgagees, tenants, customers, and invitees.
7. This EASEMENT AGREEMENT may be amended or modified only by written agreement of the parties hereto, executed, acknowledged, and duly recorded in the office of the county recorder for Fort Bend County, Texas.
8. If any provision of this EASEMENT AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this EASEMENT AGREEMENT, then the legality, validity, and enforceability of the remaining provisions of this EASEMENT AGREEMENT shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
9. This EASEMENT AGREEMENT shall be construed in accordance with and governed by the laws of the state of Texas and no lawsuit shall be prosecuted on this EASEMENT AGREEMENT except in a court of competent jurisdiction located in Fort Bend County, Texas.
10. Nothing in this EASEMENT AGREEMENT shall constitute a waiver by the CITY of its governmental immunity, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this EASEMENT AGREEMENT constitute a waiver of the CITY's governmental immunity.
11. Nothing in this EASEMENT AGREEMENT shall constitute or be construed as the CITY's consent to suit for any purpose, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute or be construed as consent to suit under any circumstances.

IN WITNESS WHEREOF, the parties hereby execute this EASEMENT AGREEMENT on this, the _____ day of _____, 2017, with an effective date of even date herewith.

[SIGNATURE PAGES FOLLOW]

CONVEYED BY GRANTOR:

ELIZABETH ESSER-ARNOLD

Date: _____

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on this ___ day of _____, 2017,
by ELIZABETH ESSER-ARNOLD.

Notary Public in and for the State of _____

After recording, please return to:

THE CITY OF FULSHEAR (GRANTEE)
30603 FM 1093
Fulshear, TX 77441

EXHIBIT A

FIELD NOTES FOR A 0.151 ACRE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF A 33.129 ACRE TRACT CONVEYED TO ELIZABETH ESSER-ARNOLD IN A COURT ORDER OUT OF A CALLED 58.139 ACRE TRACT RECORDED IN CLERK'S FILE NUMBER 1999008859, LOCATED IN THE JOHN RANDON LEAGUE, ABSTRACT 76, FORT BEND COUNTY, TEXAS.

COMMENCING: At a 1/2 inch iron pipe found in the North right-of-way line the abandoned railroad for the Southwest corner of a 70.205 acre tract recorded in Clerk's File Number 2008115119, and the Southeast corner of the above described 33.129 acre tract;

THENCE: North 01° 47' 33" West a distance of 100.59 feet with the common line of the above described 33.129 acre tract and 70.205 acre tract to a point for the Southeast corner and **PLACE OF BEGINNING** of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 81° 58' 59" West a distance of 434.99 feet with a line 100 feet North of and parallel to the South line of the above described 33.129 acre tract to a point in the West line of the 33.129 acre tract and the East line of a 24.756 acre tract out of the same 58.139 acre tract for the Southwest corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 34° 22' 54" West a distance of 16.74 feet with the common line of the above described 33.129 acre tract and 24.756 acre tract to a point for the Northwest corner of this 15 foot wide water line and sanitary sewer line easement;

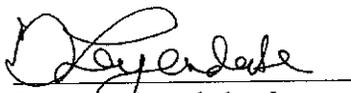
THENCE: North 81° 58' 59" East a distance of 442.36 feet with a line 115 feet North of and parallel to the South line of the above described 33.129 acre tract to an angle point in the North line of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 81° 25' 51" East a distance of 1.71 feet to a point in the common line of the 33.129 acre tract and 70.205 acre tract for the Northeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 01° 47' 33" East a distance of 15.11 feet with the common line of the above described 33.129 acre tract and 70.205 acre tract to the **PLACE OF BEGINNING** and containing 0.151 acres of land in this 15 foot wide water line and sanitary sewer line easement, and a 35 foot temporary work easement adjoining the 15 foot water line and sanitary sewer easement to the North.

All bearings recited hereon are based on the South line of the 58.139 acre tract and North right-of-way line of the abandoned railroad running South 81° 58' 59" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
November 14, 2016

JL

FULSHEAR(A29)-0.151ac-15-167(FM1093 WL SS ESMT 2)



1. GRANTOR, as the fee owner of the GRANTOR TRACT, hereby declares, establishes and grants to the CITY for the benefit of the GRANTOR TRACT or any portion thereof, for the common and mutual use, an exclusive, perpetual easement in, over, under, across, and through the GRANTOR TRACT, for purposes of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT and any adjoining properties through such utility lines, and together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the perpetual easement rights herein granted.
2. The CITY shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the EASEMENT that may interfere with the normal operation or maintenance of any utilities placed in the EASEMENT by the CITY. GRANTOR agrees not to build, construct or create, or permit others to build, construct or create in the EASEMENT any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs and other landscaping) that may interfere with the normal operation or maintenance of the utility lines or appurtenances installed therein without the prior written approval of the CITY. Any fence installed along, across or within the EASEMENT must provide the CITY with unrestricted access to the EASEMENT. GRANTOR and GRANTOR's heirs, successors, and assigns shall not unreasonably obstruct the EASEMENT and shall be responsible for removing any and all items that may obstruct the EASEMENT. The CITY has the right to eliminate any encroachments into or obstructions of the EASEMENT upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the CITY presents a danger to life, health, safety, welfare, or property, in which case the CITY may act without prior notice to the GRANTOR.
3. The CITY shall be responsible for the service, maintenance, repair and replacement of the utility lines, if, as, and when needed. Except in the case of a maintenance emergency where such work may be initiated without notice, the CITY shall provide GRANTOR with at least twenty-four (24) hours prior notice before commencement of any work.
4. The CITY will remove as necessary any fences, structures, pavement, driveways, business signs, or vegetation located within the EASEMENT for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing any utility lines and appurtenances, and thereafter shall restore any fence, structure, pavement, driveway, business sign or vegetation to its condition prior to removal.

5. GRANTOR agrees that it will strictly comply with the CITY's ordinances to the extent applicable to the EASEMENT.
6. Every obligation of this EASEMENT AGREEMENT shall run with the land and shall be binding upon the party making or assuming the obligations of this EASEMENT AGREEMENT and such party's successors, assigns, mortgagees, tenants, customers, and invitees, and shall inure to the benefit of the other party to this EASEMENT AGREEMENT and to its successors, assigns, mortgagees, tenants, customers, and invitees.
7. This EASEMENT AGREEMENT may be amended or modified only by written agreement of the parties hereto, executed, acknowledged, and duly recorded in the office of the county recorder for Fort Bend County, Texas.
8. If any provision of this EASEMENT AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this EASEMENT AGREEMENT, then the legality, validity, and enforceability of the remaining provisions of this EASEMENT AGREEMENT shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
9. This EASEMENT AGREEMENT shall be construed in accordance with and governed by the laws of the state of Texas and no lawsuit shall be prosecuted on this EASEMENT AGREEMENT except in a court of competent jurisdiction located in Fort Bend County, Texas.
10. Nothing in this EASEMENT AGREEMENT shall constitute a waiver by the CITY of its governmental immunity, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this EASEMENT AGREEMENT constitute a waiver of the CITY's governmental immunity.
11. Nothing in this EASEMENT AGREEMENT shall constitute or be construed as the CITY's consent to suit for any purpose, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute or be construed as consent to suit under any circumstances.

IN WITNESS WHEREOF, the parties hereby execute this EASEMENT AGREEMENT on this, the _____ day of _____, 2017, with an effective date of even date herewith.

[SIGNATURE PAGES FOLLOW]

CONVEYED BY GRANTOR:

FULSHEAR EQUINE LLC

Louis A. Waters, Manager

Date: _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this ___ day of _____, 2017,
by Louis A. Waters, Manager of FULSHEAR EQUINE LLC.

Notary Public in and for the State of _____

After recording, please return to:

THE CITY OF FULSHEAR (GRANTEE)
30603 FM 1093
Fulshear, TX 77441

EXHIBIT A

FIELD NOTES FOR A 0.282 ACRE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF A CALLED 70.205 ACRE TRACT CONVEYED TO FULSHEAR EQUINE LLC AND RECORDED IN CLERK'S FILE NUMBER 2008115119, LOCATED IN THE JOHN RANDON LEAGUE, ABSTRACT 76, FORT BEND COUNTY, TEXAS.

COMMENCING: At a 1/2 inch iron pipe found in the North right-of-way line the abandoned railroad for the Southwest corner of the above described 70.205 acre tract, and the Southeast corner of a 33.129 acre tract out of a called 58.139 acre tract recorded in Clerk's File Number 1999008859;

THENCE: North 01° 47' 33" West a distance of 100.59 feet with the common line of the above described 33.129 acre tract and 70.205 acre tract to a point for the Southwest corner and **PLACE OF BEGINNING** of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 01° 47' 33" West a distance of 15.11 feet continuing with the common line of the above described 33.129 acre tract and 70.205 acre tract to a point for the Northwest corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 81° 25' 51" East a distance of 816.73 feet to an angle point in the North line of this easement;

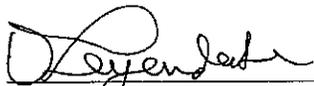
THENCE: North 83° 40' 42" East a distance of 5.52 feet to a point in the East line of the above described 70.205 acre tract and the West line of a called 125.380 acre tract recorded in Volume 2519, Page 212, Deed Records, and the center line of Fulshear Creek, for the Northeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 12° 52' 13" West a distance of 15.88 feet with the common line of the above described 70.205 acre tract and 125.380 acre tract to a point in the center line of Fulshear Creek for the Southeast corner of this 15 foot wide water line and sanitary sewer line easement, said point bears North 12° 52' 13" East a distance of 107.43 feet from the Southeast corner of the 70.205 acre tract;

THENCE: South 81° 25' 51" West a distance of 818.22 feet to the **PLACE OF BEGINNING** and containing 0.282 acres of land in this 15 foot wide water line and sanitary sewer line easement, and a 35 foot temporary work easement adjoining the 15 foot water line and sanitary sewer easement to the North.

All bearings recited hereon are based on the South line of the 70.205 acre tract and North right-of-way line of the abandoned railroad running South 81° 26' 19" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
November 14, 2016

JL

FULSHEAR(A29)-0.282ac-15-167(FM1093 WL SS ESMT 3)



1. GRANTOR, as the fee owner of the GRANTOR TRACT, hereby declares, establishes and grants to the CITY for the benefit of the GRANTOR TRACT or any portion thereof, for the common and mutual use, an exclusive, perpetual easement in, over, under, across, and through the GRANTOR TRACT, for purposes of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT and any adjoining properties through such utility lines, and together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the perpetual easement rights herein granted.
2. The CITY shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the EASEMENT that may interfere with the normal operation or maintenance of any utilities placed in the EASEMENT by the CITY. GRANTOR agrees not to build, construct or create, or permit others to build, construct or create in the EASEMENT any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs and other landscaping) that may interfere with the normal operation or maintenance of the utility lines or appurtenances installed therein without the prior written approval of the CITY. Any fence installed along, across or within the EASEMENT must provide the CITY with unrestricted access to the EASEMENT. GRANTOR and GRANTOR's heirs, successors, and assigns shall not unreasonably obstruct the EASEMENT and shall be responsible for removing any and all items that may obstruct the EASEMENT. The CITY has the right to eliminate any encroachments into or obstructions of the EASEMENT upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the CITY presents a danger to life, health, safety, welfare, or property, in which case the CITY may act without prior notice to the GRANTOR.
3. The CITY shall be responsible for the service, maintenance, repair and replacement of the utility lines, if, as, and when needed. Except in the case of a maintenance emergency where such work may be initiated without notice, the CITY shall provide GRANTOR with at least twenty-four (24) hours prior notice before commencement of any work.
4. The CITY will remove as necessary any fences, structures, pavement, driveways, business signs, or vegetation located within the EASEMENT for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing any utility lines and appurtenances, and thereafter shall restore any fence, structure, pavement, driveway, business sign or vegetation to its condition prior to removal.

5. GRANTOR agrees that it will strictly comply with the CITY's ordinances to the extent applicable to the EASEMENT.
6. Every obligation of this EASEMENT AGREEMENT shall run with the land and shall be binding upon the party making or assuming the obligations of this EASEMENT AGREEMENT and such party's successors, assigns, mortgagees, tenants, customers, and invitees, and shall inure to the benefit of the other party to this EASEMENT AGREEMENT and to its successors, assigns, mortgagees, tenants, customers, and invitees.
7. This EASEMENT AGREEMENT may be amended or modified only by written agreement of the parties hereto, executed, acknowledged, and duly recorded in the office of the county recorder for Fort Bend County, Texas.
8. If any provision of this EASEMENT AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this EASEMENT AGREEMENT, then the legality, validity, and enforceability of the remaining provisions of this EASEMENT AGREEMENT shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
9. This EASEMENT AGREEMENT shall be construed in accordance with and governed by the laws of the state of Texas and no lawsuit shall be prosecuted on this EASEMENT AGREEMENT except in a court of competent jurisdiction located in Fort Bend County, Texas.
10. Nothing in this EASEMENT AGREEMENT shall constitute a waiver by the CITY of its governmental immunity, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this EASEMENT AGREEMENT constitute a waiver of the CITY's governmental immunity.
11. Nothing in this EASEMENT AGREEMENT shall constitute or be construed as the CITY's consent to suit for any purpose, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute or be construed as consent to suit under any circumstances.

IN WITNESS WHEREOF, the parties hereby execute this EASEMENT AGREEMENT on this, the _____ day of _____, 2017, with an effective date of even date herewith.

[SIGNATURE PAGES FOLLOW]

CONVEYED BY GRANTOR:

FULSHEAR INVESTMENTS INC.

Patrick T. Conroy, President

Date: _____

ATTEST:

Patrick T. Conroy, Secretary

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on this ___ day of _____, 2017,
by Patrick T. Conroy, President of FULSHEAR INVESTMENTS INC.

Notary Public in and for the State of _____

After recording, please return to:

THE CITY OF FULSHEAR (GRANTEE)
30603 FM 1093
Fulshear, TX 77441

EXHIBIT A

FIELD NOTES FOR A 0.956 ACRE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF A CALLED NET 125.380 ACRE TRACT CONVEYED TO FULSHEAR INVESTMENTS INC. AND RECORDED IN VOLUME 2519, PAGE 212, DEED RECORDS, LOCATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29, AND THE JOHN RANDON LEAGUE, ABSTRACT 76, FORT BEND COUNTY, TEXAS.

BEGINNING: At a 5/8 inch iron rod found in the North right-of-way line of an abandoned railroad for the Southwest corner of a 101 acre tract recorded in Volume 562, Page 741, Deed Records, and the Southeast corner of the above described 125.380 acre tract;

THENCE: South 74° 43' 44" West a distance of 1134.14 feet with the South line of the above described 125.380 acre tract and the North right-of-way line of the abandoned railroad to a point for the Point of Curvature for a curve to the right, said point being an angle point in the South line of this 15 foot wide water line and sanitary sewer line easement;

THENCE: Along the curve to the right, a distance of 312.41 feet, departing the North right-of-way line of the abandoned railroad, to a Point of Tangency, said curve having a Radius of 2000.00 feet, a Delta of 08° 56' 59", and a Chord of South 79° 12' 13" West a distance of 312.09 feet;

THENCE: South 83° 40' 42" West a distance of 1331.14 feet to a point in the center line of Fulshear Creek, being the West line of the above described 125.380 acre tract and the East line of a called 70.205 acre tract recorded in Clerk's File Number 2008115119, for the Southwest corner of this 15 foot wide water line and sanitary sewer line easement, said point bears North 12° 52' 13" East a distance of 107.43 feet from the Southwest corner of the 125.380 acre tract;

THENCE: North 12° 52' 13" East a distance of 15.88 feet with the common line of the above described 70.205 acre tract and 125.380 acre tract to a point in the center line of Fulshear Creek for the Northwest corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 83° 40' 42" East a distance of 1325.92 feet to a Point of Curvature for a curve to the left;

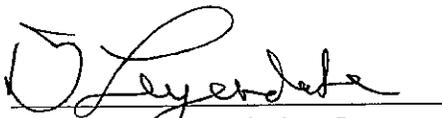
THENCE: Along the curve to the left, a distance of 310.06 feet, to a Point of Tangency, said curve having a Radius of 1985.00 feet, a Delta of 08° 56' 59", and a Chord of North 79° 12' 13" East a distance of 309.75 feet;

THENCE: North 74° 43' 44" East a distance of 1141.10 feet with a line 15 feet North of and parallel to the North right-of-way line of the abandoned railroad and the South line of the above described 125.380 acre tract, to a point for the in East line of the 125.380 acre tract and the West line of the above described 101 acre tract, for the Northeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 09° 36' 54" West a distance of 16.54 feet with the common line of the above described 125.380 acre tract and 101 acre tract to the **PLACE OF BEGINNING** and containing 0.956 acres of land in this 15 foot wide water line and sanitary sewer line easement, and a 35 foot temporary work easement adjoining the 15 foot water line and sanitary sewer easement to the North.

All bearings recited hereon are based on the South line of the 125.380 acre tract and North right-of-way line of the abandoned railroad running South 74° 43' 44" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
November 14, 2016



JL

FULSHEAR(A29)-0.956ac-15-167(FM1093 WL SS ESMT 4)

1. GRANTOR, as the fee owner of the GRANTOR TRACT, hereby declares, establishes and grants to the CITY for the benefit of the GRANTOR TRACT or any portion thereof, for the common and mutual use, an exclusive, perpetual easement in, over, under, across, and through the GRANTOR TRACT, for purposes of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT and any adjoining properties through such utility lines, and together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the perpetual easement rights herein granted.
2. The CITY shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the EASEMENT that may interfere with the normal operation or maintenance of any utilities placed in the EASEMENT by the CITY. GRANTOR agrees not to build, construct or create, or permit others to build, construct or create in the EASEMENT any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs and other landscaping) that may interfere with the normal operation or maintenance of the utility lines or appurtenances installed therein without the prior written approval of the CITY. Any fence installed along, across or within the EASEMENT must provide the CITY with unrestricted access to the EASEMENT. GRANTOR and GRANTOR's heirs, successors, and assigns shall not unreasonably obstruct the EASEMENT and shall be responsible for removing any and all items that may obstruct the EASEMENT. The CITY has the right to eliminate any encroachments into or obstructions of the EASEMENT upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the CITY presents a danger to life, health, safety, welfare, or property, in which case the CITY may act without prior notice to the GRANTOR.
3. The CITY shall be responsible for the service, maintenance, repair and replacement of the utility lines, if, as, and when needed. Except in the case of a maintenance emergency where such work may be initiated without notice, the CITY shall provide GRANTOR with at least twenty-four (24) hours prior notice before commencement of any work.
4. The CITY will remove as necessary any fences, structures, pavement, driveways, business signs, or vegetation located within the EASEMENT for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing any utility lines and appurtenances, and thereafter shall restore any fence, structure, pavement, driveway, business sign or vegetation to its condition prior to removal.

5. GRANTOR agrees that it will strictly comply with the CITY's ordinances to the extent applicable to the EASEMENT.
6. Every obligation of this EASEMENT AGREEMENT shall run with the land and shall be binding upon the party making or assuming the obligations of this EASEMENT AGREEMENT and such party's successors, assigns, mortgagees, tenants, customers, and invitees, and shall inure to the benefit of the other party to this EASEMENT AGREEMENT and to its successors, assigns, mortgagees, tenants, customers, and invitees.
7. This EASEMENT AGREEMENT may be amended or modified only by written agreement of the parties hereto, executed, acknowledged, and duly recorded in the office of the county recorder for Fort Bend County, Texas.
8. If any provision of this EASEMENT AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this EASEMENT AGREEMENT, then the legality, validity, and enforceability of the remaining provisions of this EASEMENT AGREEMENT shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
9. This EASEMENT AGREEMENT shall be construed in accordance with and governed by the laws of the state of Texas and no lawsuit shall be prosecuted on this EASEMENT AGREEMENT except in a court of competent jurisdiction located in Fort Bend County, Texas.
10. Nothing in this EASEMENT AGREEMENT shall constitute a waiver by the CITY of its governmental immunity, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this EASEMENT AGREEMENT constitute a waiver of the CITY's governmental immunity.
11. Nothing in this EASEMENT AGREEMENT shall constitute or be construed as the CITY's consent to suit for any purpose, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute or be construed as consent to suit under any circumstances.

IN WITNESS WHEREOF, the parties hereby execute this EASEMENT AGREEMENT on this, the _____ day of _____, 2017, with an effective date of even date herewith.

[SIGNATURE PAGES FOLLOW]

CONVEYED BY GRANTOR:

KENNETH ARNOLD

Date: _____

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on this ___ day of _____, 2017,
by KENNETH ARNOLD.

Notary Public in and for the State of _____

After recording, please return to:

THE CITY OF FULSHEAR (GRANTEE)
30603 FM 1093
Fulshear, TX 77441

EXHIBIT A

FIELD NOTES FOR A 0.392 ACRE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF A 24.756 ACRE TRACT CONVEYED TO KENNETH ARNOLD IN A COURT ORDER OUT OF A CALLED 58.139 ACRE TRACT RECORDED IN CLERK'S FILE NUMBER 1999008859, LOCATED IN THE JOHN RANDON LEAGUE, ABSTRACT 76, FORT BEND COUNTY, TEXAS.

COMMENCING: At a 5/8 inch iron rod found in the North right-of-way line of an abandoned railroad for the Southwest corner of the above described 24.756 acre tract, and the Southeast corner of a called 410.957 acre tract recorded in Clerk's File Number 2016006952;

THENCE: North 01° 46' 57" West a distance of 100.59 feet with the common line of the above described 24.756 acre tract and 410.957 acre tract to a point for the Southwest corner and **PLACE OF BEGINNING** of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 01° 46' 57" West a distance of 15.09 feet continuing with the common line of the above described 24.756 acre tract and 410.957 acre tract to a point for the Northwest corner of this 15 foot wide water line and sanitary sewer line easement;

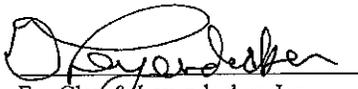
THENCE: North 81° 58' 59" East a distance of 1132.68 feet with a line 115.00 feet North of and parallel to the South line of the 24.756 acre tract and North right-of-way line of the abandoned railroad to a point in the East line of the 24.756 acre tract, and the West line of a 33.129 acre tract out of the above described 58.139 acre tract for the Northeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 34° 22' 54" East a distance of 16.74 feet with the common line of the above described 24.756 acre tract and 33.129 acre tract to a point for the Southeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 81° 58' 59" West a distance of 1141.76 feet with a line 100.00 feet North of and parallel to the South line of the 24.756 acre tract and North right-of-way line of the abandoned railroad to the **PLACE OF BEGINNING** and containing 0.392 acres of land in this 15 foot wide water line and sanitary sewer line easement, and a 35 foot temporary work easement adjoining the 15 foot water line and sanitary sewer easement to the North.

All bearings recited hereon are based on the South line of the 58.139 acre tract and North right-of-way line of the abandoned railroad running South 81° 58' 59" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
November 14, 2016

JL

FULSHEAR(A29)-0.392ac-15-167(FM1093 WL SS ESMT 1)



A G R E E M E N T:

NOW, THEREFORE, for and in consideration of these premises and the respective covenants, agreements, and obligations hereinafter set forth, the GRANTOR and the CITY hereby agree to the following:

1. GRANTOR, as the fee owner of the GRANTOR TRACT, hereby declares, establishes and grants to the CITY for the benefit of the GRANTOR TRACT or any portion thereof, for the common and mutual use, an exclusive, perpetual easement in, over, under, across, and through the GRANTOR TRACT, for purposes of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT and any adjoining properties through such utility lines, and together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the perpetual easement rights herein granted.
2. The CITY shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the EASEMENT that may interfere with the normal operation or maintenance of any utilities placed in the EASEMENT by the CITY. GRANTOR agrees not to build, construct or create, or permit others to build, construct or create in the EASEMENT any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs and other landscaping) that may interfere with the normal operation or maintenance of the utility lines or appurtenances installed therein without the prior written approval of the CITY. Any fence installed along, across or within the EASEMENT must provide the CITY with unrestricted access to the EASEMENT. GRANTOR and GRANTOR's heirs, successors, and assigns shall not unreasonably obstruct the EASEMENT and shall be responsible for removing any and all items that may obstruct the EASEMENT. The CITY has the right to eliminate any encroachments into or obstructions of the EASEMENT upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the CITY presents a danger to life, health, safety, welfare, or property, in which case the CITY may act without prior notice to the GRANTOR.
3. The CITY shall be responsible for the service, maintenance, repair and replacement of the utility lines, if, as, and when needed. Except in the case of a maintenance emergency where such work may be initiated without notice, the CITY shall provide GRANTOR with at least twenty-four (24) hours prior notice before commencement of any work.

4. The CITY will remove as necessary any fences, structures, pavement, driveways, business signs, or vegetation located within the EASEMENT for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing any utility lines and appurtenances, and thereafter shall restore any fence, structure, pavement, driveway, business sign or vegetation to its condition prior to removal.
5. GRANTOR agrees that it will strictly comply with the CITY's ordinances to the extent applicable to the EASEMENT.
6. Every obligation of this EASEMENT AGREEMENT shall run with the land and shall be binding upon the party making or assuming the obligations of this EASEMENT AGREEMENT and such party's successors, assigns, mortgagees, tenants, customers, and invitees, and shall inure to the benefit of the other party to this EASEMENT AGREEMENT and to its successors, assigns, mortgagees, tenants, customers, and invitees.
7. This EASEMENT AGREEMENT may be amended or modified only by written agreement of the parties hereto, executed, acknowledged, and duly recorded in the office of the county recorder for Fort Bend County, Texas.
8. If any provision of this EASEMENT AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this EASEMENT AGREEMENT, then the legality, validity, and enforceability of the remaining provisions of this EASEMENT AGREEMENT shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
9. This EASEMENT AGREEMENT shall be construed in accordance with and governed by the laws of the state of Texas and no lawsuit shall be prosecuted on this EASEMENT AGREEMENT except in a court of competent jurisdiction located in Fort Bend County, Texas.
10. Nothing in this EASEMENT AGREEMENT shall constitute a waiver by the CITY of its governmental immunity, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this EASEMENT AGREEMENT constitute a waiver of the CITY's governmental immunity.
11. Nothing in this EASEMENT AGREEMENT shall constitute or be construed as the CITY's consent to suit for any purpose, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute or be construed as consent to suit under any circumstances.

IN WITNESS WHEREOF, the parties hereby execute this EASEMENT AGREEMENT to be effective as of the _____ day of _____, 2017.

CONVEYED BY GRANTOR:

ESTATE OF MICHAEL T MCCANN,
DECEASED

Carole Ann McCann, Independent Executor of the
Estate of Michael T. McCann, Deceased

Date: _____

CAROLE ANN MCCANN MARITAL TRUST

Carole Ann McCann, Trustee of the Carole Ann
McCann Marital Trust

Date: _____

AFFIDAVIT

STATE OF _____

§

COUNTY OF _____

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Before me, the undersigned notary, on this day personally appeared Carole Ann McCann, as Trustee of the Carole Ann McCann Marital Trust, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

1. "My name is Carole Ann McCann. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized trustee of the Carole Ann McCann Marital Trust. I certify that I have not been removed as trustee and have the authority to act for, and bind, the Carole Ann McCann Marital Trust in the transaction of the business for which this affidavit is given as affirmation of my authority."

Sworn to and subscribed before me by Carole Ann McCann on this ___ day of _____, 2017.

Notary Public in and for the State of _____

ACKNOWLEDGMENT

STATE OF _____

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COUNTY OF _____

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This instrument was acknowledged before me on this ___ day of _____, 2017,
by Carole Ann McCann, Independent Executor of the Estate of Michael T. McCann, Deceased.

Notary Public in and for the State of _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

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This instrument was acknowledged before me on this ___ day of _____, 2017,
by Carole Ann McCann, Trustee of the Carole Ann McCann Marital Trust.

Notary Public in and for the State of _____

EXHIBIT A

FIELD NOTES FOR A 0.480 ACRE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF THE RESIDUE OF A CALLED 70 ACRE TRACT CONVEYED TO CAROLE MCCANN, ET. AL. AND RECORDED IN CLERK'S FILE NUMBER 2009022802, LOCATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29, FORT BEND COUNTY, TEXAS.

COMMENCING: At a Concrete Monument found at the intersection of the South right-of-way line of Front Street (60 foot width) and the West right-of-way line of Wallis Street (30 foot width) and in the North right-of-way line of an abandoned railroad right-of-way, said concrete monument being the Southeast corner of the above described 70 acre tract;

THENCE: North 07° 03' 59" West a distance of 34.68 feet with the West right-of-way line of Wallis Street and the East line of the above described 70 acre tract to a point for the Southeast corner and **PLACE OF BEGINNING** of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 69° 19' 26" West a distance of 359.60 feet to a point in the South line of the above described 70 acre tract and in the North right-of-way line of the abandoned railroad right-of-way for an angle point in the South line of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 74° 48' 10" West a distance of 1031.31 feet with the South line of the above described 70 acre tract and the North right-of-way line of the abandoned railroad right-of-way to a point in the center of a creek for the Southwest corner of the 70 acre tract, Southeast corner of the residue of a 101 acre tract recorded in Volume 562, Page 741, Deed Records, and the Southwest corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 34° 17' 20" West a distance of 15.87 feet with the common line of the above described 70 acre tract and the above described residue of a 101 acre tract to a point in the center of a creek for the Northwest corner of this 15 foot wide water line and sanitary sewer line easement;

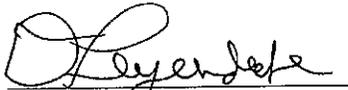
THENCE: North 74° 48' 09" East a distance of 1035.78 feet with a line running 15 feet North of and parallel to the South line of the above described 70 acre tract to an angle point in the North line of this 15 foot wide water line and sanitary sewer line easement;

THENCE: North 69° 19' 26" East a distance of 362.51 feet to a point in the West right-of-way line of Wallis Street and East line of the above described 70 acre tract for the Northeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 07° 03' 59" East a distance of 15.43 feet with the East line of the above described 70 acre tract and West right-of-way line of Wallis Road to the **PLACE OF BEGINNING** and containing 0.480 acres of land in this 15 foot wide water line and sanitary sewer line easement, and a 35 foot temporary work easement adjoining the 15 foot water line and sanitary sewer easement to the North.

All bearings recited hereon are based on the South line of the 70 acre tract and North right-of-way line of the abandoned railroad running South 74° 48' 10" West.

This survey consists of a separate plat and a legal description.



For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
November 14, 2016

JL

FULSHEAR(A29)-0.480ac-15-167(FM1093 WL SS ESMT 6)



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.

STATE OF TEXAS

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COUNTY OF FORT BEND

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UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("EASEMENT AGREEMENT") is executed by and between the ESTATE OF GERALD WAYNE MCCANN, DECEASED; JOHN D. MCCANN; the ESTATE OF KENNETH G. MCCANN, DECEASED; and the KENNETH G. MCCANN AND ALETA TROSCLAIR DERKSEN MCCANN LIVING TRUST (collectively, "GRANTOR") and the CITY OF FULSHEAR, TEXAS, a municipal corporation in the State of Texas ("CITY").

RECITALS:

WHEREAS, GRANTOR is the owner of the residue of that certain 101 acre tract of land conveyed to GRANTOR and recorded in Volume 562, Page 741, Deed Records, located in the Churchill Fulshear League, Abstract 29, Fort Bend County, Texas ("GRANTOR TRACT");

WHEREAS, GRANTOR agrees to grant to the CITY an exclusive perpetual easement, for all purposes, in, over, under, across, and through that portion of the GRANTOR TRACT being more particularly described by Exhibit "A" attached hereto and incorporated herein by this reference ("EASEMENT"), for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT through such utility lines, and together with all rights and privileges necessary or convenient for the CITY's full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the easement rights herein granted, subject to the terms and provisions hereinafter set forth; and

WHEREAS, the CITY has requested that GRANTOR agree to grant the right of others to tie into and to utilize the utility lines in order to provide utility services to any neighboring tract, including all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of these premises and the respective covenants, agreements, and obligations hereinafter set forth, the GRANTOR and the CITY hereby agree to the following:

1. GRANTOR, as the fee owner of the GRANTOR TRACT, hereby declares, establishes and grants to the CITY for the benefit of the GRANTOR TRACT or any portion thereof, for the common and mutual use, an exclusive, perpetual easement in, over, under, across, and through the GRANTOR TRACT, for purposes of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing and reconstructing one or more underground utility lines, including but not limited to water lines, sanitary sewer lines, and any appurtenances thereto, including but not limited to above-ground fire hydrants, together with the right to service the GRANTOR TRACT and any adjoining properties through such utility lines, and together with all rights and privileges necessary or convenient for the full enjoyment and use thereof for the above-mentioned purposes, including but not limited to the right of ingress and egress over and across the GRANTOR TRACT for the purpose of exercising the perpetual easement rights herein granted.
2. The CITY shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the EASEMENT that may interfere with the normal operation or maintenance of any utilities placed in the EASEMENT by the CITY. GRANTOR agrees not to build, construct or create, or permit others to build, construct or create in the EASEMENT any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs and other landscaping) that may interfere with the normal operation or maintenance of the utility lines or appurtenances installed therein without the prior written approval of the CITY. Any fence installed along, across or within the EASEMENT must provide the CITY with unrestricted access to the EASEMENT. GRANTOR and GRANTOR's heirs, successors, and assigns shall not unreasonably obstruct the EASEMENT and shall be responsible for removing any and all items that may obstruct the EASEMENT. The CITY has the right to eliminate any encroachments into or obstructions of the EASEMENT upon giving GRANTOR ten (10) days written notice as provided herein, unless an event occurs that in the sole discretion of the CITY presents a danger to life, health, safety, welfare, or property, in which case the CITY may act without prior notice to the GRANTOR.
3. The CITY shall be responsible for the service, maintenance, repair and replacement of the utility lines, if, as, and when needed. Except in the case of a maintenance emergency where such work may be initiated without notice, the CITY shall provide GRANTOR with at least twenty-four (24) hours prior notice before commencement of any work.

4. The CITY will remove as necessary any fences, structures, pavement, driveways, business signs, or vegetation located within the EASEMENT for the purpose of constructing, installing, maintaining, operating, repairing, replacing, altering, inspecting, removing, and reconstructing any utility lines and appurtenances, and thereafter shall restore any fence, structure, pavement, driveway, business sign or vegetation to its condition prior to removal.
5. GRANTOR agrees that it will strictly comply with the CITY's ordinances to the extent applicable to the EASEMENT.
6. Every obligation of this EASEMENT AGREEMENT shall run with the land and shall be binding upon the party making or assuming the obligations of this EASEMENT AGREEMENT and such party's successors, assigns, mortgagees, tenants, customers, and invitees, and shall inure to the benefit of the other party to this EASEMENT AGREEMENT and to its successors, assigns, mortgagees, tenants, customers, and invitees.
7. This EASEMENT AGREEMENT may be amended or modified only by written agreement of the parties hereto, executed, acknowledged, and duly recorded in the office of the county recorder for Fort Bend County, Texas.
8. If any provision of this EASEMENT AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this EASEMENT AGREEMENT, then the legality, validity, and enforceability of the remaining provisions of this EASEMENT AGREEMENT shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
9. This EASEMENT AGREEMENT shall be construed in accordance with and governed by the laws of the state of Texas and no lawsuit shall be prosecuted on this EASEMENT AGREEMENT except in a court of competent jurisdiction located in Fort Bend County, Texas.
10. Nothing in this EASEMENT AGREEMENT shall constitute a waiver by the CITY of its governmental immunity, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this EASEMENT AGREEMENT constitute a waiver of the CITY's governmental immunity.
11. Nothing in this EASEMENT AGREEMENT shall constitute or be construed as the CITY's consent to suit for any purpose, nor shall the CITY's enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute or be construed as consent to suit under any circumstances.

IN WITNESS WHEREOF, the parties hereby execute this EASEMENT AGREEMENT to be effective as of the _____ day of _____, 2017.

CONVEYED BY GRANTOR:

ESTATE OF GERALD WAYNE MCCANN,
DECEASED

Kelley Keen, Independent Co-Executor of the
Estate of Gerald Wayne McCann, Deceased

Date: _____

Delyse Jaeger, Independent Co-Executor of the
Estate of Gerald Wayne McCann, Deceased

Date: _____

JOHN D. MCCANN

John D. McCann

Date: _____

ESTATE OF KENNETH G. MCCANN,
DECEASED

Aleta Trosclair Derksen McCann, Independent
Executor of the Estate of Kenneth G. McCann,
Deceased

Date: _____

KENNETH G. MCCANN AND ALETA
TROSCLAIR DERKSEN MCCANN LIVING
TRUST

Aleta Trosclair Derksen McCann, Trustee of the
Kenneth G. McCann and Aleta Trosclair Derksen
McCann Living Trust

Date: _____

AFFIDAVIT

STATE OF _____

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COUNTY OF _____

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Before me, the undersigned notary, on this day personally appeared Aleta Trosclair Derksen McCann, as Trustee of the Kenneth G. McCann and Aleta Trosclair Derksen McCann Living Trust, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

1. "My name is Aleta Trosclair Derksen McCann. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized trustee of the Kenneth G. McCann and Aleta Trosclair Derksen McCann Living Trust. I certify that I have not been removed as trustee and have the authority to act for, and bind, the Kenneth G. McCann and Aleta Trosclair Derksen McCann Living Trust in the transaction of the business for which this affidavit is given as affirmation of my authority."

Sworn to and subscribed before me by Aleta Trosclair Derksen McCann on this ___ day of _____, 2017.

Notary Public in and for the State of _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this ___ day of _____, 2017,
by Aleta Trosclair Derksen McCann, Independent Executor of the Estate of Kenneth G. McCann,
Deceased.

Notary Public in and for the State of _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this ___ day of _____, 2017,
by Aleta Trosclair Derksen McCann, Trustee of the Kenneth G. McCann and Aleta Trosclair
Derksen McCann Living Trust.

Notary Public in and for the State of _____

EXHIBIT A

FIELD NOTES FOR A 0.689 ACRE WATER LINE AND SANITARY SEWER LINE EASEMENT OUT OF THE RESIDUE OF A CALLED 101 ACRE TRACT CONVEYED TO GERALD MCCANN, ET. AL. AND RECORDED IN VOLUME 562, PAGE 741, DEED RECORDS, LOCATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT 29, FORT BEND COUNTY, TEXAS.

BEGINNING: At a 5/8 inch iron rod found in the North right-of-way line the abandoned railroad for the Southwest corner of the above described residue of a 101 acre tract, and the Southeast corner of a called 125.380 acre tract recorded in Volume 2519, Page 212, Deed Records;

THENCE: North 09° 36' 54" East a distance of 16.54 feet with the common line of the above described residue of a 101 acre tract and the above described called 125.380 acre tract to a point for the Northwest corner of this 15 foot wide water line and sanitary sewer line easement;

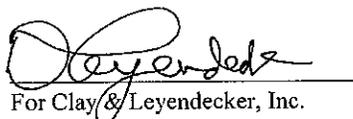
THENCE: North 74° 43' 54" East a distance of 1995.01 feet with a line 15 feet North of and parallel to the South line of the residue of a 101 acre tract and the North right-of-way line of the abandoned railroad to a point in the center line of a creek being the West line of a called 70 acre tract recorded in Clerk's File Number 2009022802, for the Northeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 34° 17' 20" East a distance of 15.87 feet with the common line of the above described residue of a 101 acre tract and the above described called 70 acre tract to a point in the center line of a creek being in the North right-of-way line of the above described abandoned railroad for the Southwest corner of the 70 acre tract and the Southeast corner of the residue of a 101 acre tract, and the Southeast corner of this 15 foot wide water line and sanitary sewer line easement;

THENCE: South 74° 43' 54" West a distance of 2007.14 feet with the South line of the above described residue of a 101 acre tract and the North right-of-way line of the above described abandoned railroad to the **PLACE OF BEGINNING** and containing 0.689 acres of land in this 15 foot wide water line and sanitary sewer line easement, and a 35 foot temporary work easement adjoining the 15 foot water line and sanitary sewer easement to the North.

All bearings recited hereon are based on the South line of the 81.708 acre tract and North right-of-way line of the abandoned railroad running South 74° 43' 54" West.

This survey consists of a separate plat and a legal description.

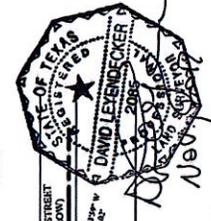
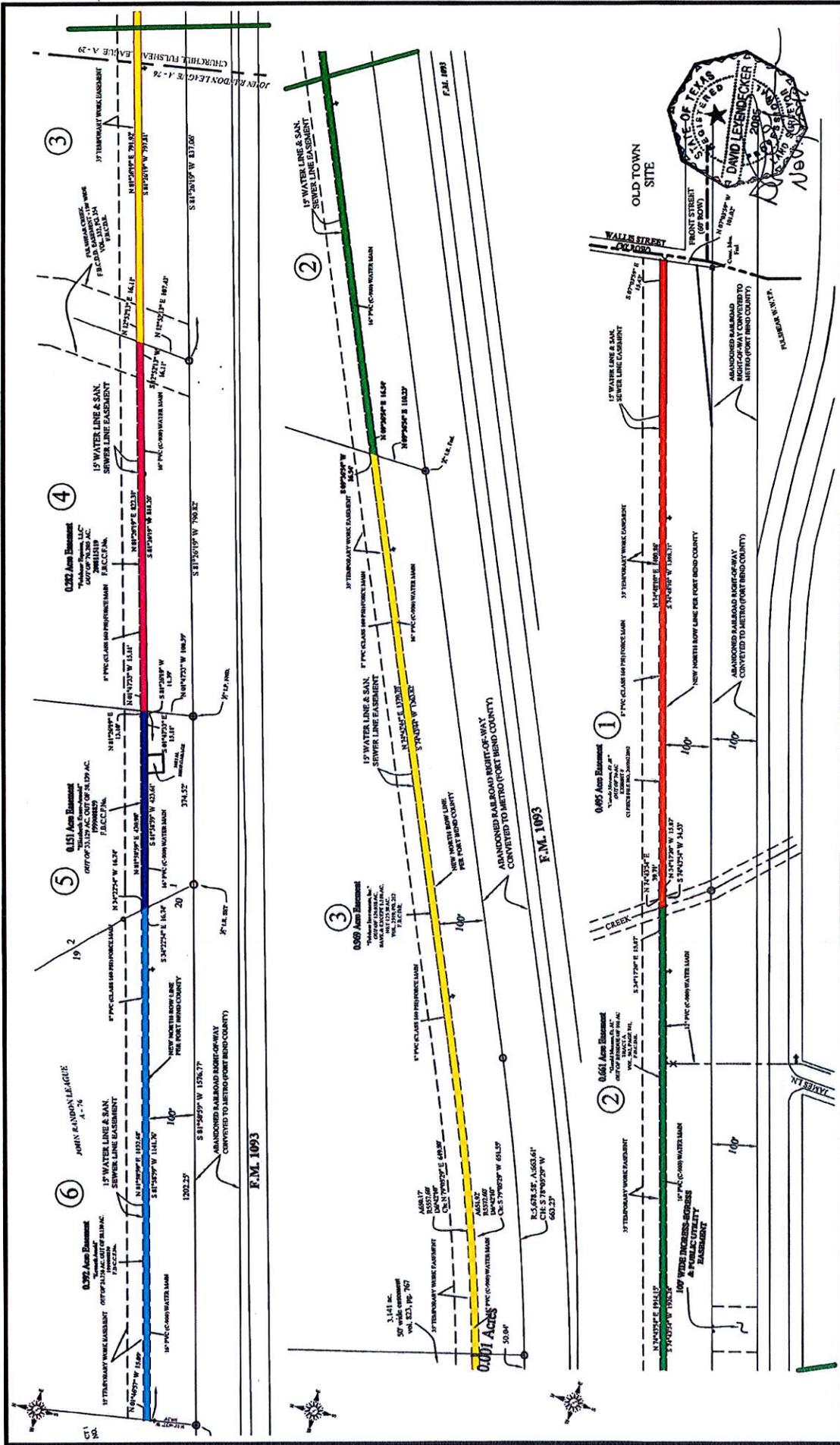


For Clay & Leyendecker, Inc.
David Leyendecker, R.P.L.S.
Texas Registration No. 2085
November 14, 2016

JL

FULSHEAR(A29)-0.689ac-15-167(FM1093 WL SS ESMT 5)





Scale:	1" = 200'
Job No.:	15-047
Drawn By:	MC
Date:	06-24-16
Sheet Number:	2 of 9

OVERALL PROJECT LAYOUT
2016 WATER & SANITARY SEWER LINE EXTENSION
CITY OF FULSHEAR, TEXAS

Clay & Leyendecker, Inc.
 Consulting Engineers & Surveyors
 Firm Registration No. 2509
 Katy, Texas

September 14, 2016

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

Re: 2016 Water and Wastewater Main Extension
City of Fulshear, Texas

Dear CJ:

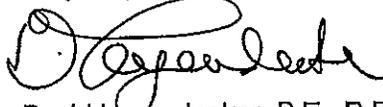
The City of Fulshear received eight (8) bids on July 20, 2016 for the Utility Extension along F.M. 1093 to the West. The low bid was submitted by Hurtado Construction Company in the amount of \$588,000.00. A copy of the complete Bid Tabulation is included with this letter. Of this total \$114,800.00 is for the water main along James Lane tying in the water system from Fulbrook at Fulshear Creek into this system. This will also serve as a second feed into the water system South of F.M. 1093. This portion of the water system could be built at a future date. Since this amount is less than 25 percent of the total bid the City could elect to do a simultaneous Change Order at the time of bid award. This would bring the new total to \$473,200.00.

I recommend that the City of Fulshear award the contract for the 2016 for the Utility Extension to the low bidder, Hurtado Construction Company, in the amount of \$588,000.00 less \$114,800.00 for a change order to not build the James Lane water line at this time. Listed below are the costs associated with this project:

Construction Cost.....	\$473,200.00
Contingencies (10%).....	47,320.00
Engineering (7%).....	33,124.00
Surveying including Easements.....	12,200.00
Inspection (2%).....	9,464.00
Public Bid Notice	900.00
Total Project Cost.....	\$576,208.00

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

2016 WATER AND WASTEWATER MAIN EXTENSION
CITY OF FULSHEAR, TEXAS

BID TABULATION
JULY 20, 2016

ITEM NO.	QUANTITY	DESCRIPTION	COMPANY NAME ----->		#1 - Hurtado Construction		#2 - R Construction		#3 - AR Turnkey		#4 - B-5 Construction	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SANITARY SEWER SYSTEM												
1)	8,800 L.F.	Furnish all labor and materials to install a 8-inch PVC (Class 160 psi) force main with tracer wire, bank sand bedding and backfill (90% Standard Proctor); complete and in place for	\$18.00	\$158,400.00	\$20.50	\$180,400.00	\$19.00	\$167,200.00	\$19.00	\$167,200.00	\$19.00	\$167,200.00
2)	1 each	Furnish all labor and material to install a APCO Air Relief valve and vacuum breaker assembly (see Construction Plan Detail) on 8-inch PVC (Class 160 psi) pipe including valves, piping, concrete enclosure and ring and cover for	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
				\$166,400.00	\$188,900.00		\$174,700.00		\$173,700.00			
SUBTOTAL SANITARY SEWER SYSTEM ITEMS NO. 1-2												

WATER SYSTEM

3)	6,800 L.F.	Furnish all labor and material to install 16-inch PVC (C-905) water main including water pipe, tracer wire and bank sand bedding & backfill (90% Standard Proctor); complete and in place for	\$38.00	\$258,400.00	\$40.50	\$275,400.00	\$43.50	\$295,800.00	\$49.00	\$333,200.00		
4)	2,800 L.F.	Furnish all labor and material to install 12-inch PVC (C-900) water main including water pipe, tracer wire and bank sand bedding & backfill (90% Standard Proctor); complete and in place for	\$28.00	\$78,400.00	\$26.50	\$74,200.00	\$31.00	\$86,800.00	\$31.00	\$86,800.00		
5)	100 L.F.	Furnish all labor and materials to install 12-inch PVC (C-900) water main encased in 20-inch Steel Casing (wall thickness 0.25-inches) by bore, complete and in place for	\$168.00	\$16,800.00	\$225.00	\$22,500.00	\$201.00	\$20,100.00	\$240.00	\$24,000.00		
6)	2 each	Furnish all labor and material to install a 16-inch Mueller Gate valve and adjustable valve box, complete and in place for	\$5,200.00	\$10,400.00	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$6,300.00	\$12,600.00		

**AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS**

AGENDA OF:	September 20, 2016	AGENDA ITEM:	R
DATE SUBMITTED:	September 16, 2016	DEPARTMENT:	Administration
PREPARED BY:	CJ Snipes, City Manager	PRESENTER:	CJ Snipes/David Leyendecker
SUBJECTS:	Water and Waste Water Line Extension		
ATTACHMENTS:	Bid Tabulation and Letter of Recommendation for the Project		
EXPENDITURE REQUIRED:			\$576,208
AMOUNT BUDGETED:			\$576,208
FUNDING ACCOUNT:			
ADDITIONAL APPROPRIATION REQUIRED:			
FUNDING ACCOUNT:			COF Enterprise 500-

EXECUTIVE SUMMARY

As detailed in the FY 2016-2017 Budget this project will extend Water and Waste Water Main Lines westerly to provide service to both Fulshear Polo Ranch and Fulshear Lakes. Although Fulshear Lakes is located within the ETJ and could be allowed to operate as an independent MUD, the Developer and the City agreed to participate in the Regional system operated by the City. As such, the MUD will pay the City a 125% premium on Water as well as paying the standard per lot Pro Rata Fee.

The low bid for the project was submitted by Hurtado Construction and was well below the initially estimated costs, at the City's request, Mr. Leyendecker included an option to "loop" the system at James Lane; however given this year's Fiscal constraints, we have asked him to excise that option via immediate Change Order, reducing the costs by approximately \$114,000.

RECOMMENDATION

Staff recommends that Council take action to approve the bid submitted by Hurtado Construction with the Change Order as recommended by the City Engineer.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF:	March 21, 2017	AGENDA ITEM:	
DATE SUBMITTED:	March 13, 2017	DEPARTMENT:	Planning and Development
PREPARED BY:	Sharon Valiante Director of Public Works	PRESENTER:	Sharon Valiante, Director of Public Works
SUBJECT:	Final Plat Approval Extension for Final Plat for Tamarron Section One Partial Replat No 1 – Final Plat; Additional 12 months		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Letter of Request – LJA Engineering, Inc. on behalf of D.R. Horton-Texas, Ltd. 2. Original Plat approved March 15, 2016 3. City of Fulshear 3-15-16 City Council Agenda 4. Engineer’s Review – Clay & Leyendecker 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:			

EXECUTIVE SUMMARY

The authorized agent for D.R. Horton, Ltd, LJA Engineering, Inc. has submitted a request for a plat approval extension for the final plat of Tamarron, Section One Partial Replat No. 1 – Final Plat. This section was originally approved by Council on March 15, 2016 and will expire on March 15, 2017. Under the development agreement with D. R. Horton, LTD, the City of Fulshear’s subdivision Ordinance (04-913) allows for City Council, upon receipt of a written request from the subdivider or his authorized agent, prior to the expiration date of the plat approval, to extend the term of the approval for any term of time up to a maximum of 12 months. City staff received the written request on March 8, 2017 requesting the final plat extension. The maximum total term for approval of any plat that has not been recorded shall not exceed 24-months from the date on which Council granted plat approval. From time to time, this may occur for various reasons; economic, investments, timing of development, etc. For this request, the plat extension is to allow for time to have an old fifty-foot road easement to be abandoned prior to recordation of the final plat. It is not uncommon to extend plat approvals beyond the one-year original date of approval.

RECOMMENDATION

Staff recommends Council approve a 12-month extension for the final plat of Tamarron, Section One Partial Replat No. 1 – Final Plat, making the expiration date March 15, 2018, which is the maximum time allowable for plat approval prior to recordation.

March 17, 2017

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

Re: Tamarron Section 1 Partial Replat No. 1 – Final Plat
Fort Bend County, Texas

Dear CJ:

The City of Fulshear received a letter dated March 7, 2017 requesting a 12-month extension for the approval of the Final Plat – Tamarron Section 1 Partial Replat No. 1. This Final Plat received approval from the City Council of the City of Fulshear on March 15, 2016. The City of Fulshear's Subdivision Ordinance sets out that Final Approval for plats are good for a period of 12-months.

I recommend that the City Council of the City of Fulshear extend the approval time for the Final Plat - Tamarron Section 1 Partial Replat No. 1 for an additional 12-months. 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

LJA Engineering, Inc.



1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 www.ljaengineering.com
TBPE No F-1386

March 7, 2017

Mr. CJ Snipes
City Administrator
City of Fulshear
30603 FM 1093
Fulshear, Texas 77441

Re: Tamarron Section 1 Partial Replat No. 1 – Final Plat
LJA Job No. 1931-1313

Dear Mr. Snipes:

On behalf of D.R. Horton-Texas, Ltd., a Texas limited partnership, we LJA Engineering, Inc. respectfully request a twelve (12) month extension of approval for the above referenced final plat. This plat received final plat approval from the Fulshear P&Z Commission on March 4, 2016 and the Fulshear City Council on March 15, 2016 and is due to expire on March 15, 2017.

The developer is currently working with their attorney's to have the old fifty (50) foot Road Easement (File No. 9207454, F.B.C.O.P.R.) which traverses the tract abandoned. The purpose of this extension is to allow additional time to have that easement abandoned prior to recordation of this plat.

We understand that no other extensions will be allowed.

We greatly appreciate your consideration of this request.

Please let me know if you have any questions or require additional information.

Thank you,

A handwritten signature in blue ink, appearing to read 'G. Freeman', with a long horizontal flourish extending to the right.

Geoff Freeman
Platting Manager

GF/ab



CITY OF FULSHEAR

30603 FM 1093, P. O. BOX 279, FULSHEAR, TEXAS 77441
PHONE: 281-346-1796 FAX: 281-346-2556

CITY COUNCIL MEETING MARCH 15, 2016

NOTICE IS HEREBY GIVEN OF A REGUAR CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **TUESDAY, MARCH 15, 2016 AT 7:00 P.M.** IN THE CITY HALL OF THE CITY, 30603 FM 1093, FULSHEAR, TEXAS FOR THE PURPOSE OF CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS RESERVES THE RIGHT TO MEET IN A CLOSED/EXECUTIVE SESSION OF ANY OF THE BELOW ITEMS SHOULD THE NEED ARISE AND IF AUTHORIZED UNDER THE PROVISIONS OF TITLE 5. CHAPTER 551, OF THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERTATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

- I. **CALL TO ORDER**
- II. **QUORUM**
- III. **INVOCATION- REV. NOLAN DONALD, WORDSERVE METHODIST CHURCH, FULSHEAR, TEXAS**
- IV. **PLEDGE OF ALLEGIANCE**
- V. **CITIZEN COMMENTS – NO ACTION CAN BE TAKEN**
Citizens who desire to address the City Council will be limited to three (3) minutes
- VI. **PUBLIC HEARING – SPECIAL USE PERMIT**

Notice is hereby given that a Public Hearing shall be held by the **CITY COUNCIL** of the City Fulshear at its meeting **MARCH 15, 2016 at 7:00 P.M.**, in the Fulshear City Hall, Council Chambers located at 30603 FM 1093 West, Fulshear, Texas 77441.

The purpose of the hearing is to receive comments from interested individuals regarding request for Special Use Permit in the downtown area.

The property owner has requested for a Special Use to allow vacant land within the downtown district to bulid commercial buildings for use of: Business, Retail, & Restaurant.

Property Address: 8411 FM 359

Zoning: Downtown District

Legal Description: 1.550 ac- lots 1-9, Block 7, Fulshear, Texas

Current use: Vacant Land

Represented by Property Owner: Rob Johnson Interests

A copy of the Special Use Permit Request is available for review. Please contact the office of the City Secretary, D. (Diana) Gordon Offord, City Hall, 30603 FM 1093 West, Fulshear, Texas 77441 for more information or telephone 281-346-1796 X204.

Posted: February 9, 2016

VII. CONSENT AGENDA

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 Fulbrook on Fulshear Creek Section 9/Final Plat
- B. Consent and Approval of Fulshear Bend Dr. Extension No. 2/Cross Creek Ranch/ Preliminary Plat
- C. Consent and Approval of Creek Cove at Cross Creek Ranch Section 9/Cross Creek Ranch/ Preliminary Plat
- D. Consent and Approval of Willows at Cross Creek/Cross Creek Ranch Section 1/ Preliminary Plat
- E. Consent and Approval of The Market at Cross Creek Ranch SWC,LLC/Final Plat
- F. Consent and Approval of The Brooks at Cross Creek Ranch Section 1/Partial Replat 1/Final Plat
- G. Consent and Approval of Tamarron Section 1/Partial Replat/Final Plat
- H. Consent and Approval of Sugar Creek Montessori Fulshear/Preliminary Plat
- I. Consent and Approval of ALDI Cross Creek Ranch/ Final Plat
- J. Consent and Approval of Master Signage Plan for Jordan Ranch
- K. Consent and Approval of West Cross Bend Lane Extension No. 3/Cross Creek Ranch/Preliminary Plat
- L. Consent and Approval of Minutes from the February 11 and February 16, 2016 meetings

VII. REPORTS

Reports are presented to Council for informational purposes only and no action may be taken on any item contained in a report with a specific actionable item listed under Business Items

- A. Report from Severn Trent Water Company (Repairs, New Installations, and reports to TCEQ)
- B. Report from the Police Department (Traffic Citations, arrests, incidents, calls for service)
- C. Report from the Municipal Court Clerk (Fees and Fines)
- D. Report from the Building Service Department (Permits issued, Inspections)

VIII. BUSINESS

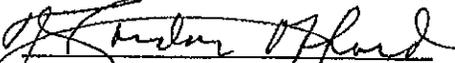
- A. Consideration and possible action to approve checks paid and payables from February 27, 2016 through March 11, 2016
- B. Consideration and possible action to approve contract between the City of Fulshear and Siemens for the conversion of the City's water meters from manual read installation of Automated Meter system including the creation of a customer web portal
- C. Consideration and possible action to approve Ordinance No. 2016-1211 an Ordinance of the City of Fulshear approving 2016 Local option property tax exemptions
- D. Consideration and possible action to approve Ordinance No. 2016-1212 an Ordinance of the City of Fulshear approving a Special Use Permit to allow vacant land within the Downtown District to build commercial buildings for the following uses: business, retail, and restaurant on application of the owner Robb Johnson Interests

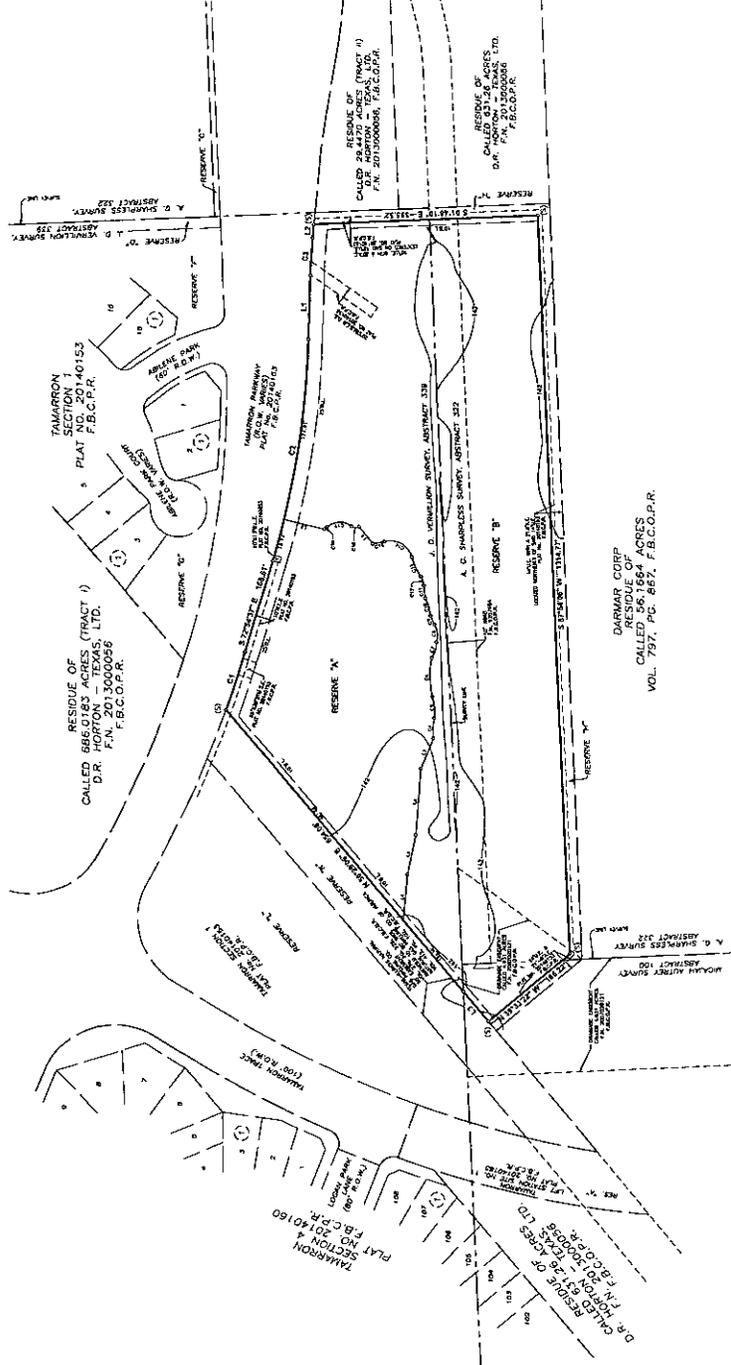
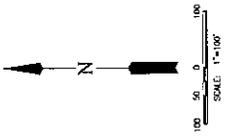
E. Consideration and possible action to approve contract between the City of Fulshear and Freese and Nichols, Inc. for the provision of Professional Services related to the creation of a Water and Waste Water Master Plan

IX. ADJOURNMENT

Note: In compliance with the American with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made at least 48 business hours prior to this meeting. Please contact the City Secretary's office at 281-346-1796 for further information.

I, D. Gordon Offord, City Secretary of the City, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Fulshear, Texas was posted on March 11, 2016 by 5:00 p.m. in place convenient and readily accessible at all times to the general public, in compliance with Chapter 551, TEXAS GOVERNMENT CODE.


D. (Diana) Gordon Offord- City Secretary



LINE TABLE

LINE NUMBER	BEARING	DISTANCE
1	N 89° 00' 00" W	100.00
2	S 89° 00' 00" E	100.00
3	N 01° 00' 00" E	100.00
4	S 01° 00' 00" W	100.00
5	N 89° 00' 00" W	100.00
6	S 89° 00' 00" E	100.00
7	N 01° 00' 00" E	100.00
8	S 01° 00' 00" W	100.00
9	N 89° 00' 00" W	100.00
10	S 89° 00' 00" E	100.00
11	N 01° 00' 00" E	100.00
12	S 01° 00' 00" W	100.00
13	N 89° 00' 00" W	100.00
14	S 89° 00' 00" E	100.00
15	N 01° 00' 00" E	100.00
16	S 01° 00' 00" W	100.00
17	N 89° 00' 00" W	100.00
18	S 89° 00' 00" E	100.00
19	N 01° 00' 00" E	100.00
20	S 01° 00' 00" W	100.00

CURVE TABLE

CURVE NUMBER	BEGINNING OF CURVE	END OF CURVE	CHORD BEARING	CHORD DISTANCE
1	100.00	100.00	N 89° 00' 00" W	100.00
2	100.00	100.00	S 89° 00' 00" E	100.00
3	100.00	100.00	N 01° 00' 00" E	100.00
4	100.00	100.00	S 01° 00' 00" W	100.00
5	100.00	100.00	N 89° 00' 00" W	100.00
6	100.00	100.00	S 89° 00' 00" E	100.00
7	100.00	100.00	N 01° 00' 00" E	100.00
8	100.00	100.00	S 01° 00' 00" W	100.00
9	100.00	100.00	N 89° 00' 00" W	100.00
10	100.00	100.00	S 89° 00' 00" E	100.00
11	100.00	100.00	N 01° 00' 00" E	100.00
12	100.00	100.00	S 01° 00' 00" W	100.00
13	100.00	100.00	N 89° 00' 00" W	100.00
14	100.00	100.00	S 89° 00' 00" E	100.00
15	100.00	100.00	N 01° 00' 00" E	100.00
16	100.00	100.00	S 01° 00' 00" W	100.00
17	100.00	100.00	N 89° 00' 00" W	100.00
18	100.00	100.00	S 89° 00' 00" E	100.00
19	100.00	100.00	N 01° 00' 00" E	100.00
20	100.00	100.00	S 01° 00' 00" W	100.00

RESERVE TABLE

RESERVE	ACREAGE	DATE	APPROVED BY
1	0.00	01/01/00	RESERVE TO RESERVE
2	0.00	01/01/00	RESERVE TO RESERVE
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4	0.00	01/01/00	RESERVE TO RESERVE
5	0.00	01/01/00	RESERVE TO RESERVE
6	0.00	01/01/00	RESERVE TO RESERVE
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9	0.00	01/01/00	RESERVE TO RESERVE
10	0.00	01/01/00	RESERVE TO RESERVE
11	0.00	01/01/00	RESERVE TO RESERVE
12	0.00	01/01/00	RESERVE TO RESERVE
13	0.00	01/01/00	RESERVE TO RESERVE
14	0.00	01/01/00	RESERVE TO RESERVE
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17	0.00	01/01/00	RESERVE TO RESERVE
18	0.00	01/01/00	RESERVE TO RESERVE
19	0.00	01/01/00	RESERVE TO RESERVE
20	0.00	01/01/00	RESERVE TO RESERVE

NOTES:

1. THIS PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
2. THE PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
3. THE PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
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7. THE PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
8. THE PLAT WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND COUNTY REQUIREMENTS.
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FINAL PLAT OF TAMARRON SECTION I PARTIAL REPLAT NO. 1

A SUBDIVISION OF 13,743 ACRES OF LAND SITUATED IN THE J.D. VERMILION SURVEY, ABSTRACT 339, THE MOHAWK SURVEY, ABSTRACT 100, AND THE A.C. HANCOCK SURVEY, ABSTRACT 338, ALL IN TARRANT COUNTY, TEXAS, AS RECORDED IN PLAT NUMBER 20140153, FRONT AND "J" OF TAMARRON SECTION I AS RECORDED IN PLAT NUMBER 20140153, FRONT

REASON FOR REPLAT TO REALIGN THE COMMON LOT LINE OF RESERVES A & B
 0 LOTS 2 RESERVES (13,743 ACRES) 1 BLOCK
 JOB NO. 1931-1313-310
 MARCH 31, 2016

OWNERS:
 D.R. HORTON, LTD.
 A TEXAS CORPORATION
 CHS. LANDARST, PRESIDENT
 11400 SOUTHWEST FREWAY, SUITE 300, SUGAR LAKE, TEXAS 77478
 (937) 346-1100

FORT BEND COUNTY
 MUNICIPAL UTILITY DISTRICT NO. 182
 11400 SOUTHWEST FREWAY, SUITE 300, SUGAR LAKE, TEXAS 77478
 (937) 346-1100

ENGINEER/SURVEYOR:
L.A. Engineering, Inc.
 2020 Highway Drive
 P.O. Box 14388
 Houston, Texas 77042
 TEL: P.O. Box 14388
 HOUSTON, TEXAS 77042



CITY OF FULSHEAR

Finance Department

PO Box 279 / 29378 McKinnon, Suite A
Fulshear, Texas 77441
www.fulsheartexas.gov

MEMORANDUM

To: Mayor and City Councilmembers
From: Wes Vela, Chief Financial Officer, City of Fulshear
Date: March 16, 2017
Subject: Monthly Financial Report

Attached you will find the General Fund monthly financial report for the period ended February 28, 2017. This report represents the activity for 42% of the fiscal year for which the total revenues are reported at 47% of budget and total expenditures are reported at 34%. Revenues to note are that current property taxes collections are at 95% whereas last year at this time collections were 113% of budget, delinquent tax collection is at 253% whereas last year it was 291% and interest earned is 236% of budget whereas last February collections were 89% of budget. Expenditures overall are tracking as planned.

	Feb-16	Feb-17
Revenues:		
Tax	72.93%	75.09%
License-Permit Revenue	30.87%	36.85%
Grant Revenue	4.52%	49.00%
Service Revenue	26.98%	50.87%
Fines-Forfeitures Revenue	34.30%	29.30%
Interest Earned	89.31%	236.27%
Other Revenue	33.00%	5.86%
Total	30.20%	47.29%
Expenditures:		
Non-Departmental	16.33%	32.15%
Administration	32.86%	42.78%
Municipal Court	6.00%	3.68%
Emergency Management	27.30%	34.13%
Utility Services	24.50%	32.21%
Economic Development	20.07%	17.87%
General Facilities	50.24%	35.51%
Police	37.62%	43.66%
Street Department	18.59%	25.82%
Public Works & Maint	32.14%	41.61%
Planning & Development	18.66%	11.01%
Builder Services	22.57%	28.20%
Total	24.35%	34.11%

If you have any questions, please don't hesitate to call me at 281.346.8805.

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

00-General Fund
 FINANCIAL SUMMARY

41.67% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY					
TAX	2,908,188.83	495,308.86	2,183,745.99	75.09	724,442.84
LICENSE-PERMIT REVENUE	1,704,800.00	82,709.50	628,179.19	36.85	1,076,620.81
GRANT REVENUE	183,000.00	400.00	892.44	0.49	182,107.56
SERVICE REVENUE	1,228,475.00	165,581.57	624,972.58	50.87	603,502.42
FINES-FORFEITURES REVENUE	191,000.00	11,207.68	55,961.87	29.30	135,038.13
INTEREST EARNED	6,151.50	3,637.37	14,534.32	236.27	(8,382.82)
OTHER REVENUE	1,366,643.26	(3,426.55)	80,021.58	5.86	1,286,621.68
TOTAL REVENUES	7,588,258.59	755,418.43	3,588,307.97	47.29	3,999,950.62
EXPENDITURE SUMMARY					
Non-Departmental	2,744,763.12	558,938.96	882,575.31	32.15	1,862,187.81
Administration	1,349,783.05	106,195.80	577,437.67	42.78	772,345.38
Emergency Management	39,820.00	37.99	1,466.28	3.68	38,353.72
Municipal Court	199,817.56	9,221.30	68,189.98	34.13	131,627.58
Utility Services	199,008.11	13,097.69	64,108.31	32.21	134,899.80
Economic Development	487,817.67	12,524.23	87,159.16	17.87	400,658.51
General Facilities	280,333.00	22,272.30	99,556.88	35.51	180,776.12
Police Dept	2,008,827.83	142,492.37	877,012.76	43.66	1,131,815.07
Street Department	302,500.00	0.00	78,093.11	25.82	224,406.89
Public Works & Maint	266,627.25	25,740.05	110,934.29	41.61	155,692.96
Planning & Developmnt	501,493.78	9,423.46	55,444.73	11.06	446,049.05
Builder Services	730,570.39	40,004.93	206,000.69	28.20	524,569.70
TOTAL EXPENDITURES	9,111,361.76	939,949.08	3,107,979.17	34.11	6,003,382.59
REVENUES OVER/(UNDER) EXPENDITURES	(1,523,103.17)	(184,530.65)	480,328.80		(2,003,431.97)

00-General Fund

41.67% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TAX					
00-41101 Property Tax - Current Year	1,848,193.00	332,605.43	1,761,742.21	95.32	86,450.79
00-41102 Property Tax - Delinquent	10,000.00	9,694.57	25,332.81	253.33 (	15,332.81)
00-41103 Property Tax - Penlty & Intrst	5,000.00	713.84	6,817.68	136.35 (	1,817.68)
00-41301 Sales & Use Tax Revenue	676,995.83	86,522.04	202,235.93	29.87	474,759.90
00-41302 Mixed Beverage Tax	20,000.00	0.00	4,434.57	22.17	15,565.43
00-41501 Franchise Revenue - Electrical	185,000.00	23,356.63	116,783.15	63.13	68,216.85
00-41503 Franchise Revenue - Telecomm	9,000.00	4,484.10	8,910.14	99.00	89.86
00-41504 Franchise Revenue - Cable TV	91,500.00	27,542.46	27,542.46	30.10	63,957.54
00-41506 Franchise Revenue - Gas	7,000.00	2,414.29	2,414.29	34.49	4,585.71
00-41507 Credit Card Fees	26,500.00	3,215.97	18,221.72	68.76	8,278.28
00-41508 Franchise Revenue -Solid Waste	29,000.00	4,759.53	9,311.03	32.11	19,688.97
TOTAL TAX	2,908,188.83	495,308.86	2,183,745.99	75.09	724,442.84
LICENSE-PERMIT REVENUE					
00-42001 Registration - Electrician	14,500.00	1,600.00	9,000.00	62.07	5,500.00
00-42002 Registration - HVAC	5,000.00	1,000.00	5,000.00	100.00	0.00
00-42003 Registration - Bldg Contractor	30,000.00	2,400.00	14,600.00	48.67	15,400.00
00-42004 Registration - Irrigation	1,200.00	0.00	0.00	0.00	1,200.00
00-42201 Permit - Electrical	66,000.00	6,385.00	29,871.00	45.26	36,129.00
00-42202 Permit - HVAC	43,000.00	3,575.00	19,985.00	46.48	23,015.00
00-42203 Permit - Bldg Contractor	880,000.00	37,859.50	291,493.19	33.12	588,506.81
00-42204 Permit - Plumbing	55,000.00	4,355.00	22,840.00	41.53	32,160.00
00-42205 Permit - Solicitation	100.00	0.00	0.00	0.00	100.00
00-42207 Permit - Moving & Demolition	100.00	0.00	100.00	100.00	0.00
00-42208 Permit - Sign	3,000.00	375.00	4,275.00	142.50 (	1,275.00)
00-42209 Permit - Banner	1,500.00	260.00	1,210.00	80.67	290.00
00-42210 Permit - Alarm	35,000.00	2,670.00	13,120.00	37.49	21,880.00
00-42300 Liquor License	400.00	0.00	20.00	5.00	380.00
00-42700 Inspection Fees	570,000.00	22,230.00	216,665.00	38.01	353,335.00
TOTAL LICENSE-PERMIT REVENUE	1,704,800.00	82,709.50	628,179.19	36.85	1,076,620.81
GRANT REVENUE					
00-43100 Grant Rev - Capital Projects	149,000.00	0.00	0.00	0.00	149,000.00
00-43101 GRANTS - POLICE	19,000.00	400.00	892.44	4.70	18,107.56
00-43102 DEA Overtime Reimbursement	15,000.00	0.00	0.00	0.00	15,000.00
TOTAL GRANT REVENUE	183,000.00	400.00	892.44	0.49	182,107.56
SERVICE REVENUE					
00-44000 Refund Revenue	175.00	0.00	93.95	53.69	81.05
00-44001 NSF Fees	100.00	0.00	105.00	105.00 (	5.00)
00-44010 Plat Review Fees	500.00	0.00	400.00	80.00	100.00
00-44011 Plan Review Fees	350,000.00	15,981.25	126,691.84	36.20	223,308.16
00-44100 Subdivision - Plat Fees	45,000.00	3,841.08	40,123.90	89.16	4,876.10
00-44101 Subdiv. Infrastructure 1% Fee	220,000.00	18,279.13	98,266.80	44.67	121,733.20
00-44103 Commercial Plat Fees	6,500.00	2,953.55	8,385.10	129.00 (	1,885.10)
00-44498 Admin Fees Due from Eco Dev	0.00	64,510.12	64,510.12	0.00 (	64,510.12)
00-44500 Penalties	1,200.00	1,012.53	1,012.53	84.38	187.47

00-General Fund

41.67% OF YEAR COMP.

EVENTS	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
00-44503 Sanitation Revenue	520,000.00	49,891.22	241,175.08	46.38	278,824.92
00-44504 Recycle Revenue	85,000.00	9,112.69	44,208.26	52.01	40,791.74
TOTAL SERVICE REVENUE	1,228,475.00	165,581.57	624,972.58	50.87	603,502.42
FINES-FORFEITURES REVENUE					
00-45001 Court Fines & Forfeitures	35,000.00	3,393.25	19,258.66	55.02	15,741.34
00-45002 Court Fees	90,000.00	6,318.94	20,784.75	23.09	69,215.25
00-45003 Court Deferred Dispositions	65,000.00	2,703.60	14,069.70	21.65	50,930.30
00-45004 Court Building Security Fund	0.00 (	568.78)	565.87	0.00 (	565.87)
00-45005 Court Technology Fund	0.00 (	758.40)	754.47	0.00 (	754.47)
00-45007 Court Time Payment Fees Local	0.00	67.13	252.21	0.00 (	252.21)
00-45011 Court-City Justice Fee	1,000.00	51.94	276.21	27.62	723.79
TOTAL FINES-FORFEITURES REVENUE	191,000.00	11,207.68	55,961.87	29.30	135,038.13
INTEREST EARNED					
00-46000 Interest Revenue	6,150.00	3,636.87	14,532.57	236.30 (	8,382.57)
00-46001 PEG ACCT. INTEREST	1.50	0.50	1.75	116.67 (	0.25)
TOTAL INTEREST EARNED	6,151.50	3,637.37	14,534.32	236.27 (	8,382.82)
OTHER REVENUE					
00-49100 Candidate Filing Fee	200.00	100.00	125.00	62.50	75.00
00-49101 Legal Devlpmnt Reimbursement	4,500.00	17,743.68	43,743.68	972.08 (	39,243.68)
00-49103 Suspense - Bank Corrections	0.00	439.55	16,450.19	0.00 (	16,450.19)
00-49150 Sale of Assets	500.00	0.00	9,975.00	1,995.00 (	9,475.00)
00-49200 Miscellaneous Revenue	0.00 (	21,734.18)	5,591.50	0.00 (	5,591.50)
00-49215 Cash Long-Short	0.00	0.00 (	10.00)	0.00	10.00
00-49250 Open Records Revenue	500.00	24.40	475.18	95.04	24.82
00-49530 XFER IN - C/P FUND - 300	143,014.00	0.00	0.00	0.00	143,014.00
00-49550 XFER IN - COF UTLTY FUND 500	176,411.35	0.00	0.00	0.00	176,411.35
00-49555 XFER IN - CCR UTLTY FUND 550	785,699.89	0.00	0.00	0.00	785,699.89
00-49560 XFER IN - 4/A EDC FUND 600	122,059.01	0.00	0.00	0.00	122,059.01
00-49570 XFER IN - 4/B EDC FUND 700	122,059.01	0.00	0.00	0.00	122,059.01
00-49700 Comm Center -FTB Seniors	1,200.00	0.00	202.23	16.85	997.77
00-49701 Community Center - Rental	8,500.00	0.00	2,572.00	30.26	5,928.00
00-49702 Community Center - Security	350.00	0.00	0.00	0.00	350.00
00-49703 Comm Center - Supervisor	650.00	0.00	346.80	53.35	303.20
00-49704 Community Center - Cleaning	1,000.00	0.00	550.00	55.00	450.00
TOTAL OTHER REVENUE	1,366,643.26 (	3,426.55)	80,021.58	5.86	1,286,621.68
TOTAL REVENUE	7,588,258.59	755,418.43	3,588,307.97	47.29	3,999,950.62

00-General Fund

41.67% OF YEAR COMP.

on-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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PERSONNEL COSTS

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
SUPPLIES					
00-5-000-5311-00 Supplies	10,000.00	683.46	3,109.69	31.10	6,890.31
00-5-000-5315-00 Postage	6,000.00	449.15	1,876.05	31.27	4,123.95
00-5-000-5381-01 Staff Relations	3,500.00	0.00	1,100.31	31.44	2,399.69
00-5-000-5381-97 FCC Prop Tax Rebate	61,087.85	39,765.63	39,765.63	65.10	21,322.22
00-5-000-5381-98 CCR Prop Tax Rebate	547,712.81	508,253.62	508,253.62	92.80	39,459.19
00-5-000-5382-00 Grants-Economic Development	50,000.00	0.00	14,057.46	28.11	35,942.54
00-5-000-5382-01 Grants-HGAC Livable Centers	38,500.00	0.00	0.00	0.00	38,500.00
TOTAL SUPPLIES	716,800.66	549,151.86	568,162.76	79.26	148,637.90

CONTRACTUAL

00-5-000-5411-10 Prof. Services - Consulting	317,185.88	2,642.27	34,624.95	10.92	282,560.93
00-5-000-5411-13 Professional Svcs- I.T.	139,280.00	0.00	51,324.08	36.85	87,955.92
00-5-000-5414-02 Keep Fulshear Beautiful	10,000.00	0.00	1,906.31	19.06	8,093.69
00-5-000-5421-01 Insurance General Liability	3,500.00	0.00	3,052.50	87.21	447.50
00-5-000-5421-02 Auto Liability	9,000.00	0.00	8,138.20	90.42	861.80
00-5-000-5421-03 Insurance - W/C Contribution	2,500.00	0.00 (	37.38)	1.50-	2,537.38
00-5-000-5421-04 Errors & Omissions	7,000.00	0.00	5,039.00	71.99	1,961.00
00-5-000-5421-05 Insurance - Bond	2,000.00	0.00	594.00	29.70	1,406.00
00-5-000-5425-00 Merchant Services Fees	21,500.00	6,680.07	13,806.87	64.22	7,693.13
00-5-000-5426-00 Tax Assessor/Collector Fees	12,500.00	1.26	7,547.52	60.38	4,952.48
00-5-000-5430-00 Telecommunications Web	5,800.00	0.00	1,200.00	20.69	4,600.00
00-5-000-5434-00 Telecommunications	5,000.00	463.50	646.00	12.92	4,354.00
00-5-000-5461-00 Contract Services/Labor	0.00	0.00	350.00	0.00 (	350.00)
00-5-000-5461-01 Contract - Sanitation Services	450,000.00	0.00	186,220.50	41.38	263,779.50
00-5-000-5468-00 Railroad Pipeline Rental	600.00	0.00	0.00	0.00	600.00
TOTAL CONTRACTUAL	985,865.88	9,787.10	314,412.55	31.89	671,453.33

OTHER CHARGES

CAPITAL OUTLAY

TRANSFERS					
00-5-000-5900-51 XFER OUT-COF CapProj Fd 501	1,042,096.58	0.00	0.00	0.00	1,042,096.58
TOTAL TRANSFERS	1,042,096.58	0.00	0.00	0.00	1,042,096.58

TOTAL Non-Departmental	2,744,763.12	558,938.96	882,575.31	32.15	1,862,187.81
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00-General Fund

41.67% OF YEAR COMP.

Administration

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-120-5210-00 Salaries	535,110.54	33,456.12	199,001.60	37.19	336,108.94
00-5-120-5210-01 Wages	113,895.67	7,884.99	49,582.54	43.53	64,313.13
00-5-120-5210-02 Overtime	2,000.00	132.79	537.11	26.86	1,462.89
00-5-120-5210-03 Auto Allowance	7,200.00	738.48	4,072.37	56.56	3,127.63
00-5-120-5216-01 Mayor Compensation	9,600.00	800.00	4,000.00	41.67	5,600.00
00-5-120-5216-02 Elected Officials Pay	18,000.00	1,500.00	7,500.00	41.67	10,500.00
00-5-120-5230-00 Payroll Tax Expense	51,595.99	3,158.75	19,116.84	37.05	32,479.15
00-5-120-5235-00 Employee Health Benefits	63,270.00	3,842.61	23,155.57	36.60	40,114.43
00-5-120-5238-00 Retirement Contribution	34,580.85	2,469.13	13,421.28	38.81	21,159.57
00-5-120-5239-00 Worker's Compensation	1,000.00	92.09	1,784.09	178.41 (	784.09)
00-5-120-5240-00 Unemployment	2,280.00	0.00	2,772.35	121.59 (	492.35)
TOTAL PERSONNEL COSTS	838,533.05	54,074.96	324,943.75	38.75	513,589.30
SUPPLIES					
00-5-120-5311-00 Supplies	11,500.00	853.06	4,440.95	38.62	7,059.05
00-5-120-5314-00 Publications/Ref Material	2,500.00	100.00	340.00	13.60	2,160.00
00-5-120-5316-00 Minor Tools & Equipment	10,000.00	336.99	5,775.39	57.75	4,224.61
00-5-120-5317-00 Commemoratives	2,500.00	0.00	429.19	17.17	2,070.81
00-5-120-5326-00 Uniforms/Shirts	2,500.00	0.00	1,060.99	42.44	1,439.01
00-5-120-5363-00 Fuel/Oil Expense	2,500.00	0.00	261.89	10.48	2,238.11
00-5-120-5363-01 Auto Repair/Maintenance	2,500.00	108.68	271.08	10.84	2,228.92
00-5-120-5380-00 Public Relations	1,500.00	239.01	639.01	42.60	860.99
00-5-120-5381-00 Meeting Expense	8,500.00	165.89	2,054.36	24.17	6,445.64
TOTAL SUPPLIES	44,000.00	1,803.63	15,272.86	34.71	28,727.14
CONTRACTUAL					
00-5-120-5411-00 Prof. Services - Legal	260,000.00	38,585.33	198,159.62	76.22	61,840.38
00-5-120-5411-02 Prof. Services-Legal-LCISD	1,500.00	0.00	0.00	0.00	1,500.00
00-5-120-5411-09 Prof. Services-Acctig/Audit	35,000.00	0.00	3,100.00	8.86	31,900.00
00-5-120-5411-10 Prof. Services - Consulting	75,000.00	0.00	0.00	0.00	75,000.00
00-5-120-5424-00 Elections	5,000.00	0.00	0.00	0.00	5,000.00
00-5-120-5434-00 Telecommunications	7,000.00	469.68	2,839.74	40.57	4,160.26
00-5-120-5461-04 Codification	10,000.00	2,250.00	2,250.00	22.50	7,750.00
00-5-120-5467-00 Drug Screenings/Evaluations	1,200.00	135.51	463.65	38.64	736.35
00-5-120-5469-01 Equipment Rental	6,500.00	477.07	2,620.19	40.31	3,879.81
00-5-120-5475-00 Bank Charges	2,000.00	0.00	0.00	0.00	2,000.00
00-5-120-5475-01 Credit Card Fees	750.00	0.00	179.93	23.99	570.07
00-5-120-5475-03 Tax Penalties	1,200.00	3,717.32	3,717.32	309.78 (	2,517.32)
TOTAL CONTRACTUAL	405,150.00	45,634.91	213,330.45	52.65	191,819.55
OTHER CHARGES					
00-5-120-5515-00 Advertising	1,500.00	0.00	0.00	0.00	1,500.00
00-5-120-5520-00 Printing	650.00	65.00	170.00	26.15	480.00
00-5-120-5526-00 Public Notices	6,500.00	169.01	1,390.96	21.40	5,109.04
00-5-120-5526-01 County Recording Fees	3,500.00	0.00	71.93	2.06	3,428.07
00-5-120-5526-05 Open Records Expenses	750.00	0.00	0.00	0.00	750.00
00-5-120-5527-00 Dues & Memberships	10,500.00	3,143.00	5,285.87	50.34	5,214.13

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

00-General Fund

41.67% OF YEAR COMP.

Administration

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
00-5-120-5528-00 Travel & Training	20,000.00	1,202.04	9,898.67	49.49	10,101.33
00-5-120-5529-00 Miscellaneous Expenses	2,500.00	0.00	1,191.97	47.68	1,308.03
00-5-120-5540-01 Software Maintenance	16,200.00	103.25	5,881.21	36.30	10,318.79
TOTAL OTHER CHARGES	62,100.00	4,682.30	23,890.61	38.47	38,209.39
CAPITAL OUTLAY					
TOTAL Administration	1,349,783.05	106,195.80	577,437.67	42.78	772,345.38

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

.00-General Fund

41.67% OF YEAR COMP.

Emergency Management

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-130-5210-02 Overtime	5,500.00	0.00	0.00	0.00	5,500.00
00-5-130-5230-00 Payroll Tax Expense	750.00	0.00	0.00	0.00	750.00
TOTAL PERSONNEL COSTS	6,250.00	0.00	0.00	0.00	6,250.00
SUPPLIES					
00-5-130-5311-00 Supplies	4,500.00	0.00	14.00	0.31	4,486.00
00-5-130-5311-01 Occupation Supplies	3,500.00	0.00	62.33	1.78	3,437.67
00-5-130-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
00-5-130-5316-00 Minor Tools & Equipment	2,500.00	0.00	0.00	0.00	2,500.00
00-5-130-5317-00 Commemoratives	1,200.00	0.00	0.00	0.00	1,200.00
00-5-130-5363-01 Fuel/Oil Expense	11,700.00	0.00	1,200.00	10.26	10,500.00
00-5-130-5381-00 Meeting Expenses	1,200.00	0.00	0.00	0.00	1,200.00
TOTAL SUPPLIES	25,100.00	0.00	1,276.33	5.08	23,823.67
CONTRACTUAL					
00-5-130-5411-10 Professional Svcs-Consulting	1,200.00	0.00	0.00	0.00	1,200.00
00-5-130-5411-13 Professional Svcs - I.T.	500.00	0.00	0.00	0.00	500.00
00-5-130-5434-00 Telecommunications	720.00	37.99	189.95	26.38	530.05
00-5-130-5469-01 Equipment Rental	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL CONTRACTUAL	4,420.00	37.99	189.95	4.30	4,230.05
OTHER CHARGES					
00-5-130-5515-00 Advertising	150.00	0.00	0.00	0.00	150.00
00-5-130-5520-00 Printing	300.00	0.00	0.00	0.00	300.00
00-5-130-5527-00 Dues & Memberships	450.00	0.00	0.00	0.00	450.00
00-5-130-5528-00 Travel & Training	2,500.00	0.00	0.00	0.00	2,500.00
00-5-130-5529-00 Miscellaneous	650.00	0.00	0.00	0.00	650.00
TOTAL OTHER CHARGES	4,050.00	0.00	0.00	0.00	4,050.00
CAPITAL OUTLAY					
TOTAL Emergency Management	39,820.00	37.99	1,466.28	3.68	38,353.72

00-General Fund

41.67% OF YEAR COMP.

Municipal Court

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-140-5210-00 Salaries	53,045.02	4,080.38	22,018.38	41.51	31,026.64
00-5-140-5210-01 Wages	37,000.00	2,647.58	14,037.28	37.94	22,962.72
00-5-140-5210-02 Overtime	2,000.00	0.00	97.43	4.87	1,902.57
00-5-140-5230-00 Payroll Tax Expense	7,158.58	461.77	2,476.31	34.59	4,682.27
00-5-140-5235-00 Employee Health Benefits	15,184.80	1,278.66	6,393.30	42.10	8,791.50
00-5-140-5238-00 Retirement Contribution	4,824.16	416.27	1,918.48	39.77	2,905.68
00-5-140-5239-00 Workers Compensation	500.00	0.00	0.00	0.00	500.00
00-5-140-5240-00 Unemployment	380.00	0.00	0.00	0.00	380.00
TOTAL PERSONNEL COSTS	120,092.56	8,884.66	46,941.18	39.09	73,151.38
SUPPLIES					
00-5-140-5311-00 Supplies	2,000.00 (	57.77)	242.40	12.12	1,757.60
00-5-140-5314-00 Publications/Ref Material	400.00	0.00	0.00	0.00	400.00
00-5-140-5316-00 Minor Tools & Equipment	4,000.00	0.00	0.00	0.00	4,000.00
00-5-140-5326-00 Uniforms/Shirts	325.00	0.00	162.00	49.85	163.00
TOTAL SUPPLIES	6,725.00 (	57.77)	404.40	6.01	6,320.60
CONTRACTUAL					
00-5-140-5411-00 Prof. Services - Legal	21,500.00	272.60	3,647.60	16.97	17,852.40
00-5-140-5411-03 Prof. Services - Judge	21,500.00	2,275.00	7,975.00	37.09	13,525.00
00-5-140-5411-06 Building Security - Bailiff	6,500.00	315.00	1,365.00	21.00	5,135.00
00-5-140-5411-07 Prof. Services - Juror Fees	500.00	0.00	600.00	120.00 (	100.00)
00-5-140-5411-08 Prof. Services - Interpretor	3,000.00	135.00	720.00	24.00	2,280.00
00-5-140-5434-00 Telecommunications	900.00	49.21	246.84	27.43	653.16
00-5-140-5475-02 Merchant Processing Fees	0.00	0.00	196.29	0.00 (	196.29)
TOTAL CONTRACTUAL	53,900.00	3,046.81	14,750.73	27.37	39,149.27
OTHER CHARGES					
00-5-140-5520-00 Printing	400.00	0.00	0.00	0.00	400.00
00-5-140-5527-00 Dues & Memberships	700.00	120.00	120.00	17.14	580.00
00-5-140-5528-00 Travel & Training	4,500.00 (	85.00)	1,076.03	23.91	3,423.97
00-5-140-5529-00 Miscellaneous Expense	500.00	0.00	0.00	0.00	500.00
00-5-140-5540-02 Incode Software Maintenance	13,000.00 (	2,687.40)	4,897.64	37.67	8,102.36
TOTAL OTHER CHARGES	19,100.00 (	2,652.40)	6,093.67	31.90	13,006.33
CAPITAL OUTLAY					
TOTAL Municipal Court	199,817.56	9,221.30	68,189.98	34.13	131,627.58

00-General Fund

41.67% OF YEAR COMP.

Utility Services

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-170-5210-00 Salaries	48,925.19	3,981.56	21,085.14	43.10	27,840.05
00-5-170-5210-01 Wages	64,272.00	2,915.92	20,726.30	32.25	43,545.70
00-5-170-5210-02 Overtime	1,800.00	0.00	73.13	4.06	1,726.87
00-5-170-5230-00 Payroll Tax Expense	8,999.18	495.83	3,009.57	33.44	5,989.61
00-5-170-5235-00 Employee Health Benefits	22,777.20	639.33	3,196.65	14.03	19,580.55
00-5-170-5238-00 Retirement Contribution	6,064.54	411.10	2,194.90	36.19	3,869.64
00-5-170-5239-00 Workers Compensation	500.00	0.00	0.00	0.00	500.00
00-5-170-5240-00 Unemployment	570.00	0.00	0.00	0.00	570.00
TOTAL PERSONNEL COSTS	153,908.11	8,443.74	50,285.69	32.67	103,622.42
SUPPLIES					
00-5-170-5311-00 Supplies	2,500.00	302.37	849.27	33.97	1,650.73
00-5-170-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
00-5-170-5315-00 Postage	15,000.00	1,308.00	6,435.00	42.90	8,565.00
00-5-170-5316-00 Minor Tools & Equipment	4,500.00	0.00	55.99	1.24	4,444.01
00-5-170-5326-00 Uniforms/Shirts	450.00	0.00	315.00	70.00	135.00
00-5-170-5380-00 Public Relations	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL SUPPLIES	25,450.00	1,610.37	7,655.26	30.08	17,794.74
CONTRACTUAL					
00-5-170-5411-10 Prof. Services - Consulting	5,000.00	0.00	0.00	0.00	5,000.00
00-5-170-5434-00 Telecommunications	700.00	252.68	564.28	80.61	135.72
00-5-170-5469-01 Equipment Rental	3,300.00	0.00	700.05	21.21	2,599.95
TOTAL CONTRACTUAL	9,000.00	252.68	1,264.33	14.05	7,735.67
OTHER CHARGES					
00-5-170-5515-00 Advertising	500.00	0.00	0.00	0.00	500.00
00-5-170-5520-00 Printing	700.00	0.00	0.00	0.00	700.00
00-5-170-5527-00 Dues & Memberships	450.00	0.00	0.00	0.00	450.00
00-5-170-5528-00 Travel & Training	2,000.00	0.00	0.00	0.00	2,000.00
00-5-170-5530-00 Contingency	1,000.00	0.00	0.00	0.00	1,000.00
00-5-170-5540-02 Software Maintenance	6,000.00	2,790.90	4,903.03	81.72	1,096.97
TOTAL OTHER CHARGES	10,650.00	2,790.90	4,903.03	46.04	5,746.97
TOTAL Utility Services	199,008.11	13,097.69	64,108.31	32.21	134,899.80

00-General Fund

41.67% OF YEAR COMP.

Economic Development

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-180-5210-00 Salaries	85,490.06	6,576.16	35,450.61	41.47	50,039.45
00-5-180-5210-01 Wages	65,000.00	0.00	0.00	0.00	65,000.00
00-5-180-5210-02 Overtime	1,000.00	0.00	0.00	0.00	1,000.00
00-5-180-5210-03 Auto Allowance	0.00	369.24	1,107.72	0.00	(1,107.72)
00-5-180-5230-00 Payroll Tax Expense	11,963.96	504.76	2,706.57	22.62	9,257.39
00-5-180-5235-00 Employee Health Benefits	15,343.92	639.33	3,196.65	20.83	12,147.27
00-5-180-5238-00 Retirement Contribution	10,410.15	413.76	1,963.26	18.86	8,446.89
00-5-180-5239-00 Workers Compensation	250.00	0.00	0.00	0.00	250.00
00-5-180-5240-00 Unemployment	380.00	0.00	0.00	0.00	380.00
TOTAL PERSONNEL COSTS	189,838.09	8,503.25	44,424.81	23.40	145,413.28
SUPPLIES					
00-5-180-5311-00 Supplies	2,500.00	510.65	1,659.55	66.38	840.45
00-5-180-5314-00 Publications/Ref Material	730.00	10.00	32.00	4.38	698.00
00-5-180-5316-00 Minor Tools & Equipment	4,000.00	0.00	824.56	20.61	3,175.44
00-5-180-5326-00 Uniforms/Shirts	300.00	0.00	156.00	52.00	144.00
00-5-180-5363-00 Fuel/Oil Expense	2,400.00	0.00	30.62	1.28	2,430.62
00-5-180-5381-00 Meeting Expenses	500.00	47.84	115.05	23.01	384.95
TOTAL SUPPLIES	10,430.00	568.49	2,756.54	26.43	7,673.46
CONTRACTUAL					
00-5-180-5413-00 Prof. Services - Consulting	100,000.00	0.00	1,197.00	1.20	98,803.00
00-5-180-5434-00 Telecommunications	2,800.00	49.21	246.84	8.82	2,553.16
00-5-180-5440-00 Marketing	67,699.58	0.00	11,275.00	16.65	56,424.58
00-5-180-5461-02 Prof. Services - Events	75,000.00	3,024.06	23,196.94	30.93	51,803.06
TOTAL CONTRACTUAL	245,499.58	3,073.27	35,915.78	14.63	209,583.80
OTHER CHARGES					
00-5-180-5520-00 Printing	500.00	0.00	0.00	0.00	500.00
00-5-180-5527-00 Dues & Memberships	30,050.00	170.98	220.98	0.74	29,829.02
00-5-180-5528-00 Travel & Training	11,500.00	208.24	3,841.05	33.40	7,658.95
TOTAL OTHER CHARGES	42,050.00	379.22	4,062.03	9.66	37,987.97
TOTAL Economic Development	487,817.67	12,524.23	87,159.16	17.87	400,658.51

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

100-General Fund

41.67% OF YEAR COMP.

General Facilities

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-190-5211-00 Comm Ctr Events Supervisor	5,000.00	0.00	1,216.98	24.34	3,783.02
00-5-190-5211-01 Facilities Cleaning	29,700.00	1,885.92	11,464.53	38.60	18,235.47
TOTAL PERSONNEL COSTS	34,700.00	1,885.92	12,681.51	36.55	22,018.49
SUPPLIES					
00-5-190-5311-00 Supplies	6,000.00	136.11	1,671.29	27.85	4,328.71
00-5-190-5316-00 Minor Tools & Equipment	18,500.00	0.00	0.00	0.00	18,500.00
TOTAL SUPPLIES	24,500.00	136.11	1,671.29	6.82	22,828.71
CONTRACTUAL					
00-5-190-5421-00 Ins. Real & Personal Prop.	4,500.00	0.00	3,386.30	75.25	1,113.70
00-5-190-5431-00 Electricity	25,000.00	0.00	8,593.39	34.37	16,406.61
00-5-190-5434-00 Telecommunications	16,500.00	973.65	5,354.95	32.45	11,145.05
00-5-190-5435-00 Pest Control Services	2,000.00	145.00	440.00	22.00	1,560.00
00-5-190-5451-00 Security System	7,500.00	353.92	437.44	5.83	7,062.56
00-5-190-5469-02 Facility Rental	115,633.00	16,730.00	52,325.00	45.25	63,308.00
TOTAL CONTRACTUAL	171,133.00	18,202.57	70,537.08	41.22	100,595.92
OTHER CHARGES					
00-5-190-5570-01 Facilities Maintenance	15,000.00	1,919.08	13,415.29	89.44	1,584.71
00-5-190-5570-02 Facility Improvements	35,000.00	128.62	351.62	1.00	34,648.38
00-5-190-5571-00 Landscape Maintenance	0.00	0.00	900.09	0.00	900.09
TOTAL OTHER CHARGES	50,000.00	2,047.70	14,667.00	29.33	35,333.00
CAPITAL OUTLAY					
TOTAL General Facilities	280,333.00	22,272.30	99,556.88	35.51	180,776.12

00-General Fund

41.67% OF YEAR COMP.

Police Dept

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-210-5210-00 Salaries	168,405.23	13,396.10	70,496.25	41.86	97,908.98
00-5-210-5210-01 Wages	957,106.70	74,379.94	378,071.24	39.50	579,035.46
00-5-210-5210-02 Overtime	10,650.00	304.88	1,864.68	17.51	8,785.32
00-5-210-5210-03 Overtime - Grant Funded	5,000.00	0.00	0.00	0.00	5,000.00
00-5-210-5210-04 Overtime - DEA Funded	21,000.00	373.32	1,929.50	9.19	19,070.50
00-5-210-5210-05 Holiday Worked - Wage	36,000.00	0.00	17,149.62	47.64	18,850.38
00-5-210-5230-00 Payroll Tax Expense	89,478.20	6,209.29	33,119.91	37.01	56,358.29
00-5-210-5235-00 Employee Health Benefits	140,459.40	10,868.61	54,458.29	38.77	86,001.11
00-5-210-5238-00 Retirement Contribution	60,299.30	5,058.42	24,407.18	40.48	35,892.12
00-5-210-5239-00 Workers Compensation	22,000.00	644.63	18,710.63	85.05	3,289.37
00-5-210-5240-00 Unemployment	3,610.00	0.00	0.00	0.00	3,610.00
TOTAL PERSONNEL COSTS	1,514,008.83	111,235.19	600,207.30	39.64	913,801.53
SUPPLIES					
00-5-210-5311-00 Supplies	3,000.00	129.12	575.80	19.19	2,424.20
00-5-210-5311-05 Supplies - Police Duty	22,032.00	17,544.69	19,047.43	86.45	2,984.57
00-5-210-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
00-5-210-5316-00 Minor Tools & Equipment	127,784.00	434.79	71,837.27	56.22	55,946.73
00-5-210-5317-00 Commemoratives	500.00	0.00	0.00	0.00	500.00
00-5-210-5326-00 Uniforms/Shirts	16,300.00	4,958.10	9,607.67	58.94	6,692.33
00-5-210-5363-00 Fuel/Oil Expenses	58,885.00	421.18	8,978.15	15.25	49,906.85
00-5-210-5363-01 Auto Repair/Maintenance	32,640.00	4,014.14	19,020.95	58.27	13,619.05
00-5-210-5364-00 Investigations	6,000.00	0.00	0.00	0.00	6,000.00
00-5-210-5380-00 Public Relations	1,200.00	0.00	339.98	28.33	860.02
00-5-210-5381-00 Miscellaneous Expenses	8,500.00	0.00	0.00	0.00	8,500.00
TOTAL SUPPLIES	277,341.00	27,502.02	129,407.25	46.66	147,933.75
CONTRACTUAL					
00-5-210-5411-10 Prof. Services - Consulting	12,500.00	0.00	12,500.00	100.00	0.00
00-5-210-5411-13 Prof. Services - I.T.	2,200.00	0.00	0.00	0.00	2,200.00
00-5-210-5421-01 Insurance General Liability	8,000.00	0.00	12,869.70	160.87	(4,869.70)
00-5-210-5421-02 Auto Liability	12,500.00	1,259.60	15,032.60	120.26	(2,532.60)
00-5-210-5421-04 Errors & Omissions	1,000.00	0.00	64.00	6.40	936.00
00-5-210-5430-00 Telecommunications-Web	3,688.00	0.00	0.00	0.00	3,688.00
00-5-210-5434-00 Telecommunications-PD	16,006.00	535.81	4,456.40	27.84	11,549.60
00-5-210-5467-00 Drug/Psych Testing	8,100.00	1,088.49	1,668.49	20.60	6,431.51
00-5-210-5469-00 Equipment Rental	4,500.00	284.00	1,609.32	35.76	2,890.68
TOTAL CONTRACTUAL	68,494.00	3,167.90	48,200.51	70.37	20,293.49
OTHER CHARGES					
00-5-210-5520-00 Printing	1,500.00	0.00	0.00	0.00	1,500.00
00-5-210-5527-00 Dues & Memberships	2,000.00	0.00	842.16	42.11	1,157.84
00-5-210-5528-00 Travel & Training	12,000.00	587.26	2,395.11	19.96	9,604.89
00-5-210-5540-00 Technology Maintenance	9,289.00	0.00	8,221.73	88.51	1,067.27
TOTAL OTHER CHARGES	24,789.00	587.26	11,459.00	46.23	13,330.00

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

.00-General Fund

41.67% OF YEAR COMP.

Police Dept

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY					
00-5-210-5600-00 Capital Outlay-Equipment	88,650.00	0.00	87,738.70	98.97	911.30
00-5-210-5600-01 Capital Outlay - Technology	35,545.00	0.00	0.00	0.00	35,545.00
TOTAL CAPITAL OUTLAY	124,195.00	0.00	87,738.70	70.65	36,456.30
TOTAL Police Dept	2,008,827.83	142,492.37	877,012.76	43.66	1,131,815.07

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

100-General Fund

41.67% OF YEAR COMP.

Street Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
SUPPLIES					
.00-5-410-5311-00 Supplies	12,500.00	0.00	0.00	0.00	12,500.00
.00-5-410-5311-01 Supplies - Signage	15,000.00	0.00	64.00	0.43	14,936.00
.00-5-410-5350-00 Street Maintenance	25,000.00	0.00	900.00	3.60	24,100.00
TOTAL SUPPLIES	52,500.00	0.00	964.00	1.84	51,536.00
NONCONTRACTUAL					
.00-5-410-5411-10 Prof. Services - Consulting	25,000.00	0.00	0.00	0.00	25,000.00
.00-5-410-5432-00 Electricity - Street Lights	225,000.00	0.00	77,129.11	34.28	147,870.89
TOTAL CONTRACTUAL	250,000.00	0.00	77,129.11	30.85	172,870.89
TOTAL Street Department	302,500.00	0.00	78,093.11	25.82	224,406.89

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

00-General Fund

41.67% OF YEAR COMP.

Public Works & Maint

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-510-5210-00 Salaries	48,667.56	6,400.00	18,686.55	38.40	29,981.01
00-5-510-5210-01 Wages	98,057.65	11,489.24	52,938.38	53.99	45,119.27
00-5-510-5210-02 Overtime	5,500.00	212.15	965.25	17.55	4,534.75
00-5-510-5210-03 Auto Allowance	0.00	415.40	623.10	0.00	623.10
00-5-510-5230-00 Payroll Tax Expense	11,664.65	1,286.48	4,995.66	42.83	6,668.99
00-5-510-5235-00 Employee Health Benefits	30,369.60	3,196.65	14,704.59	48.42	15,665.01
00-5-510-5238-00 Retirement Contribution	7,707.79	1,091.04	3,900.70	50.61	3,807.09
00-5-510-5239-00 Workers Compensation	5,500.00	184.18	3,929.74	71.45	1,570.26
00-5-510-5240-00 Unemployment	760.00	0.00	0.00	0.00	760.00
TOTAL PERSONNEL COSTS	208,227.25	24,275.14	100,743.97	48.38	107,483.28
SUPPLIES					
00-5-510-5311-00 Supplies	2,500.00	0.00	530.55	21.22	1,969.45
00-5-510-5314-00 Publications/Ref Material	500.00	0.00	0.00	0.00	500.00
00-5-510-5316-00 Minor Tools & Equipment	5,500.00	0.00	0.00	0.00	5,500.00
00-5-510-5326-00 Uniforms/Shirts	1,200.00	0.00	519.00	43.25	681.00
00-5-510-5363-00 Fuel/Oil Expense	12,500.00	0.00	1,978.67	15.83	10,521.33
00-5-510-5363-01 Equip Repair/Maintenance	12,000.00	474.46	2,979.44	24.83	9,020.56
TOTAL SUPPLIES	34,200.00	474.46	6,007.66	17.57	28,192.34
CONTRACTUAL					
00-5-510-5411-10 Prof. Services - Consulting	5,000.00	0.00	500.00	10.00	4,500.00
00-5-510-5434-00 Telecommunications	4,200.00	183.43	936.38	22.29	3,263.62
00-5-510-5469-01 Equipment Rental	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL CONTRACTUAL	19,200.00	183.43	1,436.38	7.48	17,763.62
OTHER CHARGES					
00-5-510-5527-00 Dues & Memberships	500.00	210.00	210.00	42.00	290.00
00-5-510-5528-00 Travel & Training	4,500.00	597.02	2,536.28	56.36	1,963.72
TOTAL OTHER CHARGES	5,000.00	807.02	2,746.28	54.93	2,253.72
CAPITAL OUTLAY					
TOTAL Public Works & Maint	266,627.25	25,740.05	110,934.29	41.61	155,692.96

00-General Fund

41.67% OF YEAR COMP.

Planning & Developmnt

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-520-5210-00 Salaries	85,000.00	7,269.24	16,917.24	19.90	68,082.76
00-5-520-5210-03 Auto Allowance	7,200.00	369.24	992.34	13.78	6,207.66
00-5-520-5230-00 Payroll Tax Expense	6,757.50	555.12	1,301.56	19.26	5,455.94
00-5-520-5235-00 Employee Health Benefits	7,592.40	639.33	639.33	8.42	6,953.07
00-5-520-5238-00 Retirement Contribution	4,553.88	424.70	943.39	20.72	3,610.49
00-5-520-5239-00 Worker's Compensation	200.00	0.00	0.00	0.00	200.00
00-5-520-5240-00 Unemployment	190.00	0.00	0.00	0.00	190.00
TOTAL PERSONNEL COSTS	111,493.78	9,257.63	20,793.86	18.65	90,699.92
SUPPLIES					
00-5-520-5311-00 Supplies	3,500.00	52.62	89.19	2.55	3,410.81
00-5-520-5314-00 Publication/Ref Material	1,200.00	0.00	0.00	0.00	1,200.00
00-5-520-5316-00 Minor Tools & Equipment	8,500.00	0.00	0.00	0.00	8,500.00
00-5-520-5326-00 Uniforms/Shirts	300.00	0.00	0.00	0.00	300.00
00-5-520-5363-00 Fuel/Oil Expense	2,500.00	0.00	0.00	0.00	2,500.00
00-5-520-5363-01 Auto Repair/Maintenance	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL SUPPLIES	17,500.00	52.62	89.19	0.51	17,410.81
CONTRACTUAL					
00-5-520-5411-10 Prof. Services - Consulting	150,000.00	0.00	33,935.00	22.62	116,065.00
00-5-520-5411-11 Prof. Services -Engineering	125,000.00	0.00	370.00	0.30	124,630.00
00-5-520-5434-00 Telecommunications	1,000.00	49.21	147.68	14.77	852.32
00-5-520-5469-00 Equipment Rental	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL CONTRACTUAL	277,000.00	49.21	34,452.68	12.44	242,547.32
OTHER CHARGES					
00-5-520-5527-00 Dues & Memberships	1,500.00	0.00	0.00	0.00	1,500.00
00-5-520-5528-00 Travel & Training	5,000.00	64.00	109.00	2.18	4,891.00
00-5-520-5529-00 Miscellaneous	1,000.00	0.00	0.00	0.00	1,000.00
00-5-520-5560-07 Software Maintenance	88,000.00	0.00	0.00	0.00	88,000.00
TOTAL OTHER CHARGES	95,500.00	64.00	109.00	0.11	95,391.00
TOTAL Planning & Developmnt	501,493.78	9,423.46	55,444.73	11.06	446,049.05

CITY OF FULSHEAR
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

.00-General Fund

41.67% OF YEAR COMP.

Builder Services

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
PERSONNEL COSTS					
00-5-530-5210-00 Salaries	133,612.92	10,489.76	55,723.73	41.71	77,889.19
00-5-530-5210-01 Wages	345,566.64	16,733.28	89,645.33	25.94	255,921.31
00-5-530-5210-02 Overtime	5,500.00	0.00	0.00	0.00	5,500.00
00-5-530-5230-00 Payroll Tax Expense	38,094.78	1,876.92	10,196.23	26.77	27,898.55
00-5-530-5235-00 Employee Health Benefits	75,924.00	4,466.31	22,367.55	29.46	53,556.45
00-5-530-5238-00 Retirement Contribution	25,672.05	1,635.77	7,671.60	29.88	18,000.45
00-5-530-5239-00 Workers Compensation	2,500.00	0.00	1,288.00	51.52	1,212.00
00-5-530-5240-00 Unemployment	1,900.00	0.00	0.00	0.00	1,900.00
TOTAL PERSONNEL COSTS	628,770.39	35,202.04	186,892.44	29.72	441,877.95
SUPPLIES					
00-5-530-5311-00 Supplies	6,000.00	429.03	2,134.59	35.58	3,865.41
00-5-530-5314-00 Publications/Ref Material	1,500.00	0.00	498.83	33.26	1,001.17
00-5-530-5316-00 Minor Tools & Equipment	5,500.00	0.00	37.99	0.69	5,462.01
00-5-530-5326-00 Uniforms/Shirts	2,000.00	0.00	399.42	19.97	1,600.58
00-5-530-5363-00 Fuel/Oil Expense	6,500.00	0.00	959.98	14.77	5,540.02
00-5-530-5363-01 Auto Repair/ Maintenance	5,000.00	2,450.32	4,382.77	87.66	617.23
00-5-530-5380-00 Public Relations	500.00	0.00	0.00	0.00	500.00
TOTAL SUPPLIES	27,000.00	2,879.35	8,413.58	31.16	18,586.42
CONTRACTUAL					
00-5-530-5411-10 Prof. Services - Consulting	16,500.00	0.00	0.00	0.00	16,500.00
00-5-530-5411-11 Prof. Services- Engineering	5,000.00	0.00	0.00	0.00	5,000.00
00-5-530-5411-12 Prof. Services-Code Enforce	5,500.00	0.00	0.00	0.00	5,500.00
00-5-530-5434-00 Telecommunications	7,500.00	181.19	1,005.00	13.40	6,495.00
00-5-530-5461-05 Prof Services - I.T.	100.00	0.00	0.00	0.00	100.00
00-5-530-5469-01 Equipment Rental	6,000.00	284.00	1,609.32	26.82	4,390.68
TOTAL CONTRACTUAL	40,600.00	465.19	2,614.32	6.44	37,985.68
OTHER CHARGES					
00-5-530-5520-00 Printing	5,000.00	496.82	1,398.02	27.96	3,601.98
00-5-530-5527-00 Dues & Memberships	1,500.00	200.00	500.00	33.33	1,000.00
00-5-530-5528-00 Travel & Training	11,500.00	614.10	4,360.62	37.92	7,139.38
00-5-530-5529-00 Miscellaneous Expense	1,500.00	44.18	41.09	2.74	1,541.09
00-5-530-5540-05 Software Maintenance	7,200.00	103.25	1,862.80	25.87	5,337.20
TOTAL OTHER CHARGES	26,700.00	1,458.35	8,080.35	30.26	18,619.65
CAPITAL OUTLAY					
00-5-530-5600-01 Capital Outlay - Technology	7,500.00	0.00	0.00	0.00	7,500.00
TOTAL CAPITAL OUTLAY	7,500.00	0.00	0.00	0.00	7,500.00
TOTAL Builder Services	730,570.39	40,004.93	206,000.69	28.20	524,569.70

CITY OF FULSHEAR
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2017

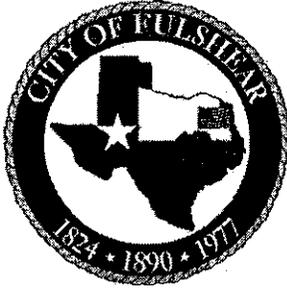
00-General Fund

41.67% OF YEAR COMP.

ebt Service

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	9,111,361.76	939,949.08	3,107,979.17	34.11	6,003,382.59
REVENUES OVER/ (UNDER) EXPENDITURES	(1,523,103.17)	(184,530.65)	480,328.80		(2,003,431.97)

** END OF REPORT ***



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556

www.fulsheartexas.gov

Regular City Council Minutes

February 21, 2017

Page 1

1. Opening

A. Call To Order

A Regular City Council Meeting was called to order by Mayor Jeff W. Roberts, Tuesday February 21, 2017 at 7:00 p.m. in the Fulshear City Hall located at 30603 FM 1093, Fulshear, Texas 77441 and all citizens were welcomed. Mayor Roberts acknowledged everyone for their attendance (city staff and audience).

B. Quorum & Roll Call

Mayor Roberts announced that a quorum was present and that Ms. Tristan was absent.

Council Members Present:

Jeff W. Roberts, Mayor
Lauren Ashley
Stephen Gill
Tricia Krenek
Ramona Ridge

Council Member Absent:

Erin Tristan

City Staff Present:

D. (Diana) Gordon Offord, City Secretary
J. Grady Randle, City Attorney
David Leyendecker, City Engineer
Michelle Killebrew, Building Official
C. J. Snipes, City Manager

Others:

Kim Stacy
Dana Hollingsworth
Adam Hollingsworth
Jim Fatheree
Bob Johnson
Trey DeVillier
Debra Cates
Brian Thomas
And 32 others who did not sign in

C. Invocation- Rev. Dale Olsen, Fulshear, Texas

Pastor Olsen provided the prayer.

Pledge of Allegiance to the U.S. Flag
Pledge of Allegiance to the Texas Flag

Mayor Roberts led the audience in the Pledge to the U. S. Flag and the Texas Flag.

Mayor Roberts announced that we had a fatal accident that occurred in this community and asked that we keep the Gordon Family lifted up in prayer.

II. Citizens Comments

There were no Citizens Comments.

III. Public Hearings

A. Special Use Permit Request-Thrive Church

Mayor Roberts announced that this agenda has been pulled. No action will be taken.

B. Special Use Request- GOKI Development Corporation

Public Hearing was opened at 7:05 p.m.
There were no comments from the Public.
Public Hearing was closed at 7:06 p.m.

IV. Consent Items

- A. Consent and Approval of the Brooks at Cross Creek Ranch Section 2/Final Plat**
- B. Consent and Approval of Tamarron Trace Section 2-Street Dedication /Final Plat**
- C. Consent and Approval of Tamarron Trace Section 3-Street Dedication/Final Plat**
- D. Consent and Approval of Tamarron Coles Canyon And Riley's Ridge-Street Dedication/Final Plat**
- E. Consent and Approval of Tamarron Section 16/Final Plat**
- F. Consent and Approval of Tamarron Section 24/ Preliminary Plat**
- G. Consent and Approval of Tamarron Section 31/Preliminary Plat**
- H. Consent and Approval of Tamarron Section 32 (amended)/Final Plat**
- I. Consent and Approval of the Market at Cross Creek Ranch Partial Replat No. 1/Preliminary Plat**
- J. Consent and Approval of Katy ISD Elementary School No. 41 / Preliminary Plat**
- K. Consent and Approval of Cross Creek Commons Retail Site-Replat No. 1/Preliminary Plat**
- L. Consent and Approval of the City's Quarterly Investment Report for the period ending December 31, 2016**
- M. Consent and Approval of the monthly financial report**
- N. Consent and Approval of Minutes from January 10, 2017 and January 24, 2017 City Council Meetings**

Council Member Krenek asked if item J could be considered separately.

A motion was made by Council Member Krenek to approve the Consent Agenda items A thru I and K thru –N. It was seconded by Council Member Gill. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

Council Member Ashley recused herself from the vote on Item J.

Mayor Roberts stated we will now take item J (Katy ISD Elementary School. No. 41/ Preliminary Plat)

A motion was made by Council Member Krenek to approve Katy ISD Elementary School No. 41/ Preliminary Plat. It was seconded by Council Member Gill. The motion was carried by the following vote:

Ayes: Council Member Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan
Recused: Council Member Ashley

V. BUSINESS ITEMS

A. PRESENTATION OF A PROCLAMATION FOR BLIND VETERANS

Mayor Roberts read the Proclamation for Blind Veterans Association.

B. PRESENTATION OF A PROCLAMATION RECOGNITION OF THE LION'S CLUB

Mayor Roberts read the Proclamation for the Fulshear-Simonton Lion's Club. There were several members present for the reading. The audience applauded. Mayor Roberts presented the document to the group leader, Mr. Randy Emery.

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ABSENCE OF COUNCIL MEMBER PER SECTION 3.10 OF THE CITY OF FULSHEAR CHARTER

This was a controversial discussion among the Council Members. Mayor Roberts interrupted to state if personal questions will be discussed, he asked that this be done in close session. After about fifteen minutes discussion among the Council Members and city attorney, it was decided that this item be tabled for further clarification. (for all the specifics, request a copy of the tape recording).

A motion was made by Council Member Krenek to postpone item C for more clarification. It was seconded by Council Member Ashley. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT FOR DELINQUENT AD VALOREM TAX COLLECTION SERVICES BETWEEN THE CITY OF FULSHEAR AND LINEBARGER, GOGGIN, BLAIR AND SAMPSON, LLP

C.J. Snipes, City Manager presented to Council. Council Member Gill had a question regarding the percentage of collection fee from previous year vs. current. Mr. Richard Hill, representative for Linebarger, et al. provided a response. He stated that the legislature allowed for the increase.

A motion was made by Council Member Ridge to approve contract for delinquent Ad Valorem Tax Collection Services between the City of Fulshear and Linebarger, Goggin, Blair, and Sampson, LLP. It was seconded by Council Member Krenek. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT FOR DELINQUENT FEES AND FINES COLLECTION SERVICES BETWEEN THE CITY OF FULSHEAR AND LINEBARGER, GOGGIN, BLAIR AND SAMPSON, LLP

A motion was made by Council Member Krenek to approve contract for delinquent court fees and fines collection services between the City of Fulshear and Linebarger, Goggin, Blair and Sampson, LLP. It was seconded by

Council Member Ashley. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE REQUEST FOR A SPECIAL USE PERMIT FOR A COMMERCIAL OFFICE/BUSINESS LOCATED AT 30136 FM 1093, FULSHEAR, TEXAS 77441 SUBMITTED BY : THRIVE CHURCH

Mayor Roberts announced that this item was pulled from the agenda. No action was taken.

G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE REQUEST FOR A SPECIAL USE PERMIT FOR COMMERCIAL USE LOCATED AT 30415 5TH STREET, FULSHEAR TEXAS SUBMITTED BY GOKI DEVELOPMENT CORPORATION

Michelle Killebrew, Building Official, presented to the Council. She stated that this project consist of offices, warehouse, barber shop, recreation center, and a small restaurant. Goki Development is requesting an exemption regarding the parking spaces. The fitness center will have participants the early part of the day and will be gone before the other businesses open. Goki Development recently demolished a car wash and would like to build a 6000 sq.ft. office/center. This complex was built before there was a city ordinance requiring x-amount of parking spaces. The Planning and Zoning Commission felt that if they limited their use with what is being requested today, they would have adequate parking for their needs. Mr. Gordon, owner of Goki Development, stated they are only planning to have insurance agent, fitness center and a barber shop. He stated they have plenty of parking and the fitness center will be operating early morning and late evenings. Request a copy of tape recording.

Council had a question and answer session among themselves and the owner for approximately five minutes.

A motion was made by Council Member Krenek to approve request for a special use permit for commercial use located at 30415 5th Street, Fulshear, Texas submitted by Goki Development Corporation. It was seconded by Council Member Ridge. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

H. CONSIDERATION AND DISCUSSION OF PRESENTATION OF ANNUAL RACIAL PROFILING REPORT AND CRIME REPORT

Chief Kenny Seymour of the Fulshear Police Department presented the Racial Profiling Report and Crime Report to Council. He stated that in 2001 the legislature adopted a law that collected and reported traffic and motor vehicle related data be identified and address concerning racial profiling practices. He showed this information on a video screen. He stated that 6107 traffic stops, 1310 citations issued, 5970 warnings issued, 217 searches conducted, 70 consented searches, and 144 traffic arrests. He presented for approximately 30 minutes. A copy of the report was provided to the City Secretary, D. Offord. A copy of the report will be provided to each Council Member. For all the specifics, request a copy of the tape recording.

No action was taken.

I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE POLICE TRAINING PROGRAM WITH DEL CARMEN, LLC FOR RACIAL PROFILING TRAINING

A motion was made by Council Member Krenek to approve Police Training Program with Del Carmen, LLC for

racial profiling training. It was seconded by Council Member Ridge. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

J. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE CITY'S PARTICIPATION AND ENROLLMENT IN THE "LARRY'S TOOL BOX" IRRIGATION SYSTEM COST-SHARING AGREEMENT WITH THE NORTH FORT BEND WATER AUTHORITY

Sharon Valiante, Public Works Director, presented to the Council. She provided background on North Fort Bend Water Authority. There is a rebate program that provides a \$15 incentive to the resident for signing up for the Residential Irrigation System Evaluation. It is called Larry's Toolbox that allows the participants the opportunity to get a rebate on the cost of their water usage. (for all the specifics, request a copy of the tape recording) There was approximately a five minute question and answer period between Ms. Valiante and the Council.

Mayor Roberts called for action. A motion was made by Council Member Gill to approve the City's participation and enrollment in the "Larry's Tool Box" Irrigation System Cost-Sharing Agreement with the North Fort Bend Water Authority. It was seconded by Council Member Ridge. Mayor Roberts asked if there are any questions. Council Member Krenek asked a question and C.J. Snipes, City Manager, responded.

A motion was made by Council Member Krenek to amend the first motion and approve the City's participation and enrollment in the "Larry's Tool Box" Irrigation System Evaluation program capping the expenditure at \$2, 080. It was seconded by Council Member Ashley. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

Mayor Roberts stated we will now go back to the original motion. Mayor Roberts asked if there are any questions. Council was silent.

A motion was made by Council Member Gill to approve the City's participation and enrollment in the "Larry's Tool Box" Irrigation System Cost-Sharing Agreement with the North Fort Bend Water Authority. It was seconded by Council Member Ridge. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

K. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT FOR SERVICES THROUGH HGAC BUY PROGRAM FOR COMPREHENSIVE STREET ASSESSMENT AND DATA COLLECTION SERVICES PROVIDED BY H2O AND DATA TRANSFER SERVICES.

C. J. Snipes, City Manager, introduced Brant Gary , Executive Director of Planning and Development, to the Council. Mr. Gary presented to the Council regarding item K. He stated this is a project for street assessment services. The project would have a van that would travel all of the cities' streets to collect data regarding roughness, pavement width, condition, etc. (for all the specifics, request a copy of the tape recording) He stated that by gathering this data, the City will have a baseline for existing street conditions and related items based on industry standard criteria. He stated a short presentation document is included in the Council packet. He stated that we are asking for approval.

Agenda Memo included with the packet specifies Agreement for Street Assessment Data Collection Services with H2O Partners through HGAC contract HP07-16 for a cost of \$53,200.

There was a short discussion between Mr. Gary and the Council.

A motion was made by Council Member Krenek to approve an agreement for services through HGAC Buy Program for Comprehensive Street Assessment and Data Collection Services provided by H2O and Data Transfer Services. It was seconded by Council Member Ridge. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

**L. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2017-339 A
RESOLUTION OF THE CITY OF FULSHEAR REQUESTING THE CLOSURE OF MAIN STREET/FM
359 BY TX DOT FOR CERTAIN COMMUNITY EVENTS THROUGHOUT THE YEAR**

Sharon Valiante, Public Works Director, presented to the Council. Ms. Valiante stated that the Resolution establishes the events as a public purpose and enters into an agreement with TXDOT (Texas Department of Transportation) regarding road closures by the City when such events are held. Council spent about ten minutes discussing whether the resolution meets the required intent. Council Member Krenek was concerned with dates specified and that the instrument was too broad. Ms. Valiante stated that it is the intent so would not have to come to Council every time. Mr. Snipes, City Manager, also provided a response. Council Member Gill wanted to know the connection between the resolution and the agreement. Mr. Snipes responded. This topic continued to be debated among the Council for another ten minutes. (for all the specifics, request a copy of the tape recording)

A motion was made by Council Member Krenek to approve Resolution No. 2017-339 a resolution of the City Council of the City of Fulshear determining that certain city sponsored events for public service and ultimately tie into the execution agreement to approve temporary closure of state right of way. It was seconded by Council Member Gill.

Council Member Gill asked for clarification regarding the motion. Council Member Krenek responded.

The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

More debate continued among Council regarding agreement and resolution.

A motion was made by Council Member Krenek to approve the agreement of temporary closure of a state right of way for March 18, 2017 from noon until 9p.m. March 18, 2017. It was seconded by Council Member Gill.

The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

M. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2017-340

RESOLUTION OF THE CITY OF FULSHEAR APPROVING PETITION TO CONSENT FOR THE EXPANSION OF COUNTY ASSISTANCE DISTRICT NO. 1 ALONG THE RIGHT OF WAY ASSOCIATED WITH THE EXPANSION OF FM 1093 FOR THE PURPOSE OF APPLYING PROCEEDS FROM THE COUNTY ASSISTANCE DISTRICT TOWARDS CONSTRUCTION COSTS ASSOCIATED WITH THAT PROJECT.

C. J. Snipes, City Manager, presented to the Council. He stated this is a request from the County. He stated that the County is funding the expansion of FM 1093 and has requested the City consider the addition of the Right of Way for FM 1093 into the currently active Fort Bend County Assistance District No. 1 Funds derived through sales tax collection in other areas of the district will be available for the county to use as construction is initiated and complete on FM 1093 expansion project. There will be no sales tax collection within the city (current and future) tied to this inclusion as it impacts only the Right of Way of the project and no private properties.

A motion was made by Council Member Krenek to approving petition to consent for the expansion of County Assistance District No. 1 along the Right of Way associated with the expansion of FM 1093 for the purpose of applying proceeds from the County Assistance District towards construction costs associated with that project. It was seconded by Council Member Ashley. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

N. CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE ADMINISTRATION OF THE MAY 2017 GENERAL ELECTION

A motion was made by Council Member Gill to approve InterLocal Agreement between the City of Fulshear and Fort Bend County for the administration of the May 2017 General Election. It was seconded by Council Member Krenek. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

VI. EXECUTIVE SESSION- CLOSED SESSION IN ACCORDANCE WITH THE GOVERNMENT CODE SEC. 551.071 CONSULTATION WITH ATTORNEY; CLOSED MEETING

-UPDATED ON LITIGATION

SEC. 551.074. PERSONNEL MATTERS; CLOSED MEETING

-REVIEW OF CONTRACT FOR CITY MANAGER

Mayor Roberts announced that this section would be omitted from the Executive Session and add Section 551.072.

SEC. 551.072 DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING
A GOVERNMENTAL BODY MAY CONDUCT A CLOSED MEETING TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

A motion was made by Council Member Krenek to enter into Executive Session (closed session). It was seconded

by Council Member Ridge. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

Mayor Roberts announced that Council would enter into Executive Session at 8:21 p.m. and a quorum was present.

Mayor Roberts announced that Council would reconvened back into Regular Session at 9:29 p.m. and a quorum was present.

Mayor Roberts asked if there was any action to be taken. Council Member Gill stated "no".

VII. ADJOURNMENT

A motion was made by Council Member Krenek to adjourn. It was seconded by Council Member Ridge. The motion was carried by the following vote:

Ayes: Council Member Ashley, Gill, Krenek, and Ridge
Nays: None
Absent: Council Member Tristan

Mayor Roberts announced that we are adjourned.

Jeff W. Roberts, Mayor

Attest:

D. (Diana) Gordon Offord, City Secretary



CITY OF FULSHEAR

" FIND YOUR FUTURE IN F ULSHEAR"

30603 FM 1093 WEST/ PO Box 279 FULSH EAR, TEXAS 77441

PHONE: 281-346-1796 FAX: 281 - 346-2556

WWW.FULSHEARTEXAS.GOV

CITY COUNCIL:

M AYOR: Je ff Rob ert s

M AYOR PRO-T EM: Erin Tristan

C OUNCI L M EMBER : Steph en Gill

C OUNCI L M EMBER: Tricia Krenek

C OUNCI L M EMBER: Lauren Ashl ey

C OUNCI L M EMBER: Ramona Rid ge

STAFF:

CITYMANAGER: C.J. Snipes

C IT Y SECRETARY: D. Gordon Offord

C IT Y ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL WORKSHOP/MEETING MINUTES

FEBRUARY 28,2017

I. **OPENING**

A. **CALL TO ORDER**

A Special City Council Workshop Meeting was called to order at 6:32 p.m. by Mayor Jeff W. Roberts Tuesday, February 28, 2017 in the Fulshear City Hall located at 30603 FM 1093 Road, Fulshear, Texas 77441 and all citizens were welcomed. Mayor Roberts thanked everyone for being present and that two members were absent, Stephen Gill and Erin Tristan.

B. **QUORUM & ROLL CALL**

Mayor Roberts announced that a quorum was present.

Members Present:

Jeff W. Roberts, Mayor

Lauren Ashley

Tricia Krenek

Ramona Ridge

Members Absent:

Erin Tristan, Mayor Pro Tem

Stephen Gill

City Staff Present:

D. (Diana) Gordon Offord, City Secretary

C.J. Snipes, City Manager

Tim Kirwin, Assistant City Attorney

J. Grady Randle, City Attorney

Michelle Killebrew, Building Official

Paula Ryan, Human Resource Director/ Assistant City Manager

Sharon Valiante, Public Works Director

Angela Fritz, Economic Development Director

Special City Council Meeting/Minutes
February 28, 2017
Page 2

Others:

Dan McJunkin

Jim Fatheree

Mike Roller

J.D. McCann

Debra Cates

Julie Ward

Dennis Ayers

And 14 others who did not sign in

Mayor Roberts requested a short intermission of the meeting to acknowledge that Tim Kirwin of the City Attorney's office (Randall Law Firm) last day is today and also is his birthday. Mayor Roberts acknowledge Mr. Kirwin for his assistance to the City of Fulshear. The audience applauded and song happy birthday to him. Mayor Roberts resumed the meeting.

II.

WORKSHOP ITEMS

A. DISCUSSION AND CONSIDERATION OF CITY OF FULSHEAR EMPLOYEE HANDBOOK

Mayor Roberts introduced Paula Ryan, Human Resource Director/Assistant City Manager, to present to the Council the proposed City of Fulshear Employee Handbook. This book has not been updated since 1986. Ms. Ryan stated that this document has been worked on for over a year to refine with current practices and what is actually being done. Ms. Ryan stated that the proposed document had been sent to department managers and supervisors for comments. Ms. Ryan stated the plan is to get it adopted by next month and bring it back to council at least once a year with updates.

Tim Kirwin, from the city's attorney's office added a few comments. Various council members asked questions about the following: non-exempt employees-compensatory time, uniforms and equipment, drug testing policy, pre-employment process, applicant vs. employee, catastrophic sick leave pool, American disability act regarding reasonable accommodations, salaries, dress code, identify responsibilities of city manager in regards to personnel issues as some places in the manual it states designee (in case of litigation). There were back and forth questions regarding these items between the council members, attorney, city manager, and Ms. Ryan. (for all the specific comments, request a copy of tape recording). Mr. Kirwin offered to send the case law to each council member regarding handbook requirement for drug testing.

Ms. Ryan stated she would make the suggested changes. Mayor Roberts thanked both Ms. Ryan and Mr. Kirwin for their hard work on the proposed employee handbook.

No action was taken on this item.

Mayor Roberts suggested a short break (about 10 minutes).

A motion was made by Council Member Krenek for the short break. It was seconded by Council Member Ashley. The motion was carried by the following vote:

Ayes: Council Member Ashley, Krenek, and Ridge

Nays: None

Absent: Council Member Gill and Tristan

**Special City Council Meeting/Minutes
February 28, 2017
Page 3**

Mayor Roberts reconvened the special workshop meeting at 7:10 p.m.

**B. DISCUSSION AND CONSIDERATION ON CONSENSUS FOR PRIORITIZATION OF ITEMS FOR INCLUSION
IN POTENTIAL TREE POLICY**

Mayor Roberts stated for this portion of the workshop he will allow comments from the public and that C.J. Snipes, City Manager will present first to the Council. Mayor Roberts stated he would like some directions from the residents ask to whether a tree policy or ordinance is wanted. He also stated that individuals who want to speak to please give their name and was limited to five minutes.

*Mr. Snipes presented to the Council and audience to the following:
Ordinance v. resolution, incorporate into zoning, tree preservation v. canopy management, should apply to new developments and existing, right of way and easements. He then presented some examples in the various group. These were put on a video screen so all could view. (for all the specifics, request a copy of the tape recording)*

Both Council Members Krenek and Ridge echoed that they were interested in the comments from the public. Council Member Krenek stated that the feedback should be incorporated into whatever document is adopted. Comments came from Mike Roller, Doug Konopka, Tommy Kuykendall, Ms. Jones, Rob Bamford, Sherri BeMent, Debra Cates, Carol Riggs, Sam Yeager, Cherryl Finney, and Bill Sweitzer which included landowners and developers in this area. For all the specific comments, request a copy of the tape recording.

From the developers side, especially for the downtown area, it was difficult to do quality development when have small lots, drainage, parking, landscaping requirements, and the proposed canopy requirement. For the landowners, it forces them into commercial tax bracket, unable to sell their properties, etc.

Mr. Snipes also talked about the two proposed legislative bills by the State: HB 1572 and Senate Bills 782 and 744 addressing issue on cities being able to regulate trees.

Everyone like having trees but Mayor Roberts stated trees should not take preference over the owners of the property.

Council Member Ashley stated that she supports a resolution. Mr. Snipes was requested to put a copy of the proposed Resolution on the website so residents can review it and send in their comments.

Mayor Roberts thanked everyone for their comments

No action was taken on this item.

III. ADJOURNMENT

A motion was made by Council Member Krenek to adjourn. It was seconded by Council Member Ashley. The motion was carried by the following vote:

Special City Council Meeting/Minutes
February 28, 2017
Page 4

Ayes: Council Member Ashley, Krenek, and Ridge
Nays: None
Absent: Council Member Gill and Tristan

Mayor Roberts announced that we are adjourned at 8:11 p.m.

Jeff W. Roberts, Mayor

Attest:

D. (Diana) Gordon Offord, City Secretary