LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND
WHEREAS, The Market at CCR Ltd., a Texas limited partnership, has platted that certain 5.800 acres of land out of the J. W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on
Property of Fort Bend County, Texas; and
WHEREAS, International Bank of Commerce is the present owner and holder of a lien agains the above described property, said lien being evidenced as recorded at Clerk's File No. 2015093107 and 2015093109 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of THE MARKET AT CROSS CREEK RANCH SWC, LLC.
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 The Market at CCR Ltd., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, , does hereby fully subordinate its lien to the plat of the subdivision of THE MARKET AT CROSS CREEK RANCH SWC, LLC and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of THE MARKET AT CROSS CREEK RANCH SWC, LLC and the dedications, terms, and provisions evidenced thereby.
The said lienholder does hereby WARRANT and REPRESENT that it is the owner and holder of the note and the lien given to secure the payment of the same and have not assigned the same nor any part thereof.
EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.
EXECUTED this the day of, 2016.
International Bank of Commerce
By:
Printed Name: Title:
STATE OF TEXAS
COUNTY OF
BEFORE ME, the undersigned authority, on this day, personally appeared
me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of, 2016.
Notary Public in and for the State of Tayon

My commission expires: _

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038964, 2012038977, 2013049982, and 2013019470 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of THE MARKET AT CROSS CREEK RANCH SWC, LLC.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR TEXAS HOLDINGS LP, a Delaware 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 SWC, LLC and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of THE MARKET AT CROSS CREEK RANCH SWC, LLC 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 more	lified hereby, the lien sha	all remain in full force and effect.
EXECUTED this the	day of	. 2016 و
CCR TEXAS AGENT INC., an Or	itario corporation in its c	apacity as agent
Ву:		
Printed Name:		
Title:		
PROVINCE OF ONTARIO		
COUNTRY OF CANADA		
I,Province, DO HEREBY CERTIFY	that	, a Notary Public in and for said
me to be the	li com ti	of CCR TEXAS AGENT INC., whose
name is subscribed to the within i	nstrument, appeared before	oxas Lender Inc. and PSPIB-CCR Inc., whose ore me this day in person and acknowledged uch
of said corporation, as his free ar corporation as agent on behalf of sa	nd voluntary act and as	the free and voluntary act and deed of said
GIVEN under my hand and Notary	Seal, this day	of,2016
	No	tary Public
	Mv	commission expires: Commission For Life

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

Trey DeVillier

From:

Trey DeVillier

Sent:

Monday, October 10, 2016 3:08 PM

Subject:

THE MARKET AT CROSS CREEKL RANCH SWC, LLC - Request for letter of "UTILITY

AVAILABILITY"

Attachments:

2016-9-14_THE MARKET AT CCR SWC LLC_PrelimPlat SUB.pdf

SENT TO: CPE, AT&T and COMCAST

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,™



September 11, 2016

Mr. Trey DeViller
Platting Technician
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Bellaire, TX 77401

Re: The Market at Cross Creek Ranch SWC, LLC

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 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.

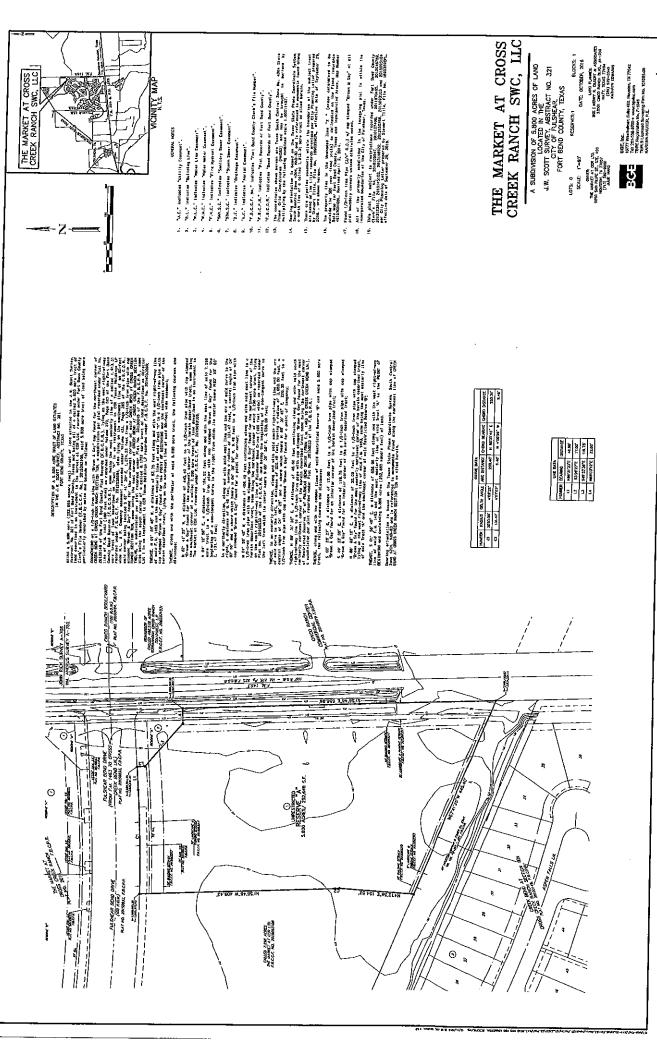
This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 713-637-5169 with any questions that you may have.

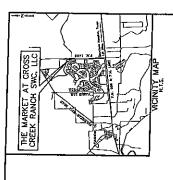
Sincerely,

Chris Grey

Construction Supervisor, Design and Serviceability



SHEET 1



This plat of the judgest as comes care means one. Les to soprement by the City Finnelly Commission of the City of Polithers, Tobes, This

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Olyma Gerden Offerd City Secretary

Jeff R. Anberta Mayor

Austin Beant Co-Chairparen

Milntes my named seed sevolt and coffices, at Alahamand, Tanss. The day considers hant appres written,

Learn Richard Seetly Clerk Fort Bens County, Taxas a part

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E. Desten Johnslitz, P. C. Taxon Registration No. (01200 Orden & Cay Engineers, Inc. 120° Registration No. 7-1046

THE MARKET AT CROSS CREEK RANCH SWC, ILC

LAND PLANEZ.
BRE I HÜRFY R, EMELER BASSOARES
2300 ONEO RANGE BLAG. 164-20
NAT. IDAS 7744, 164-20
(201) SPR GOLDO.
(AMERIC EDASES BLDCKS: 1 DATE: OCTOBER, 2016 A SUBDIVISON OF 5,800 ACRES OF LAND
LW, SCOTT SOVER, ABSTRACT NO. 321
CITY OF PLISHEAR,
FORT BEND COUNTY, TEXAS RESERVES: 1 Other The scaled At COT UT. See A COT UT. See A COT UT. SEE A SEE 1.07% 0 SCALE 17-60*



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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	Ranch Water Well No. 4/ Final Pla
City Engineer Review ReviewedSee Attached Letter	
BY:	DATE: 11-02-2016
City Secretary Processed Returned for additional data	
BY:	DATE: 10/14/2016
Planning Commission ReviewApprovedReturned for additional data	
	DATE:
City Council ReviewApprovedReturned for additional data	
BY:	DATE:



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093 Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556 www.fulsheartexas.gov

Subdivision/Development Platting Application

Date:10/14/2016	Date Received by the City of Fulshear:		
Subdivision: CROSS CREEK RANCH WAT	TER WELL NO. 4 Development: CROSS CREEK RA	ANCH	
SUBMITTAL OF PLAT: (Check Appropria			
Preliminary Replat	✓ Final	Short Form Final	
Amending Plat	Vacation Plat Admin. (Minor) Plat		
TYPE OF PLAT: (Check Appropriate Selec	ction)		
Single-Family Residential	Zero Lot Line/ Patio Home	Multi-Family Residential	
Planned Development	Commercial	Industrial	
Plat Location: _✓_ City	ETJ (Extraterritorial Jurisdiction)		
Legal Description: 0.1990 ACRES	SS OF LAND IN THE J.W. SCOTT	SURVEY, A-321	
Variance: Yes (Attach a Copy o	f Approval Letter)No		
Total Acreage: 0.1990			
Number of Later O		Platting Fees	
Number and Types of Reserves: 1		riatting rees	
Total Acres in Reserve: 0.1990		- \$500.00 plus 3.50 per lot, plus \$12.50	
Owner: CCR TEXAS HOLDINGS, LP	Final Plat - \$500.	.00 plus \$5.00 per lot plus \$25.00 per acre	
Address: 5005 RIVERWAY, STE. 500	i -	plus 5.00 per lot plus \$25.00 per acre	
City/State: HOUSTON, TX 77056		1	
Telephone: 713-960-9977		Ainor Plat - \$200.00	
Email Address:	Plat Vacation -	\$500.00	
Engineer/Planner: BROWN & GAY E		elats - \$100.00 (each additional review)	
Contact Person: TREY DEVILLIER	TOTAL PLATTIN	IG FEE\$504.98	
Telephone: 713-488-8204	Park Fees (due	at Final Plat Application)	
Fax Number: 281-558-9701			
Email Address: tdevillier@browngay.com			
This is to see 100 at 1			
application Lundovetard that if all	his form is complete, true and correct and the un	ndersigned is authorized to make this	
City of Eulphor will not complete the and	ary information, required documents, and plat f	ees are required at time of submittal or th	
City of ruishear will not complete the revi	ew needed in order to submit to the P&Z board.		
My Dwlle	TREY DEVILLIER	10/14/2016	
SIGNATURE	TYPED OR PRINTED NAME/TITLE	DATE	

November 2, 2016

Engineering Review

Final Plat
Cross Creek Ranch Water Well No. 4
City of Fulshear, Texas

For Information only:

- 1. This plat will create one (1) Reserve with a size of 0.1990 acres.
- 2. Access is shown to be provided by a 20-foot wide access easement that will extend to Fulshear Bend Drive.

Recommendations:

I recommend that this Final Plat of the Cross Creek Ranch Water Well No. 4 be approved once the following items are addressed:

- A) If the City is to accept this water well, the minimum Water Line Easement will need to be at least 14-foot in width. The additional Easement width may be included in the Access Easement.
- B) The second to the last call in the Metes and Bounds description is heading in the wrong direction.

stewart title

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

September 15, 2016

File No.: 1690360CPL

To Whom It May Concern:

This company certifies that a diligent search of the Real Property Records of Stewart Title Company's abstract plant has been made, as to the herein described property, and as of 8:00 A.M. on the 7th day of September, 2016, the last Deed that we find, of record, reflects the record owner to be: CCR Texas Holdings LP, a Delaware limited partnership

Legal Description:

DESCRIPTION OF A 0.1990 ACRE TRACT OF LAND SITUATED IN THE J.W. SCOTT SURVEY, ABSTRACT NO. 321 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS

BEING a 0.1990 acre (8,670 square foot) tract of land situated in the J.W. Scott Survey, Abstract No. 321, in the City of Fulshear, Fort Bend County, Texas and being a portion of a called 1,913.31 acre tract of land described as Tract "A" in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012038964, said 0.1990 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most Southerly Southeast corner of a called 4.973 acre tract of land described in an instrument to The Market at CCR Ltd. recorded under F.B.C.C.F. No. 2015093106, same being the Southwest corner of a called 7.296 acre tract of land described in an instrument to The Market at CCR Ltd. recorded under F.B.C.C.F. No. 2015093106, and lying on the Northeast line of an 80-foot wide H.L. & P. Company easement recorded under Volume 431, Page 365 of the Fort Bend County Deed Records:

THENCE, N 67° 41' 25" W, a distance of 5.16 feet along and with the South line of said 4.973 acre tract and the Northeast line of said 80-foot easement to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an inner Southwest corner of said 4.973 acre tract, same being the Southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 67° 41' 25" W, a distance of 61.93 feet continuing along and with the Northeast line of said 80-foot easement, and over and across said 1,913.31 acre tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an inner Southeast corner of said 4.973 acre tract, same being the Southwest corner of the herein described tract;

THENCE, along and with the interior lines of said 4.973 acre tract, the following bearings and distances:

N 36° 39' 30" E, a distance of 144.51 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an interior corner of said 4.973 acre tract, same being the Northwest corner of the herein described tract;

S 67° 41' 25" E, a distance of 61.93 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an interior corner of said 4.973 acre tract, same being the Northeast corner of the herein described tract:

S 36° 39' 30" W, a distance of 144.51 feet to the **POINT OF BEGINNING** and containing 0.1990 of one acre (8,670 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File Nos. <u>2010105647</u>, <u>2010127400</u>, <u>2011070465</u>, <u>2012016789</u>, <u>2013123613</u>, <u>2013145102</u>, <u>2013146922</u>, <u>2013150766</u>, <u>2015093104</u> of the County Clerk Official Records of Fort Bend County, Texas.

2. Easements/Other Exceptions:

Gas Facilities Easement granted to SI Energy, LP, a Texas limited partnership recorded under Clerk's File No. 2014102259 of the Official Records of Fort Bend County, Texas.

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

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

All charges, liens, and assessments payable to Cross Creek Ranch Commercial Association, Inc., a Texas corporation, including that lien to secure the payment thereof, recorded in/under Clerk's File No. 2013123613 of the Official Records of Fort Bend County, Texas. This lien is subordinate to a purchase mortgage of record.

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

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

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

3. Liens/Misc:

Vendors Lien retained in Deed dated April 12, 2012, recorded in/under Clerk's File No. 2012038964 of the Official Public Records, securing the payment of one note in the principal amount of \$9,000,000.00, bearing interest and payable as therein provided to the order of CCR Texas Lender, Inc., and one note in the principal amount of \$81,000,000.00, bearing interest and payable as therein provided to the order of PSPIB_CCR, Inc., and additionally secured by Deed of Trust of even date therewith executed by CCR Texas Holdings LP, and recorded in/under Clerk's File No. 2012038977 of the Official Public Records of Fort Bend County, Texas, for the benefit of CCR Texas Agent Inc., as Agent. Said lien subject to the provisions of that certain Intercreditor Agreement evidenced by memorandum recorded in/under Clerk's File No. 2013049982 of the Official Public Records of Fort Bend County, Texas, wherein said lien was made subordinate and inferior to the lien of Deed of Trust recorded in/under Clerk's File No. 2013019470 of the Official Public Records of Fort Bend County, Texas.

We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine

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

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

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

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

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

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

Sincerely, Stewart Title Company

Hona Brieve

Anthony DeBorde/Nona Briscoe Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR Texas Holdings LP, a Delaware limited partnership, has platted that certain 0.1990 acres of land out of the J.W. Scott Survey, Abstract No. 321, Fort Bend County, Texas, which property was surveyed and platted on _________by, Brown & Gay Engineers, Inc. and known as CROSS CREEK RANCH WATER WELL NO. 4 recorded at Plat Number _________in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038964, 2012038977, 2013049982, 2013019471 and 2016059210 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CROSS CREEK RANCH WATER WELL NO. 4.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR Texas Holdings LP, a Delaware 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 RANCH WATER WELL NO. 4 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CROSS CREEK RANCH WATER WELL 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 hereb	y, the lien shall remain in full force and effect.
EXECUTED this the day of	, 2016.
CCR TEXAS AGENT INC., an Ontario corpo	ration in its capacity as agent
Ву:	<u></u>
Printed Name:	
Title:	
PROVINCE OF ONTARIO COUNTRY OF CANADA	
I,	, a Notary Public in and for said
an Ontario corporation, in its capacity as agen name is subscribed to the within instrument, a that he signed and delivered the said instrumen	at of CCR Texas Lender Inc. and PSPIB-CCR Inc., whose appeared before me this day in person and acknowledged thereto as such
of said corporation, as his free and voluntary corporation as agent on behalf of said entities,	act and as the free and voluntary act and deed of said
GIVEN under my hand and Notary Seal, this _	day of
	Notary Public
	My commission expires: Commission For Life

AFTER RECORDING RETURN TO: Trey DeVilller BGE, Inc. 10777 Westlteimer, Suite 400 Houston, TX 77042



October 12, 2016

City of Fulshear 30603 FM 1093 Fulshear, TX 77441

Re: Cross Creek Ranch Water Well No. 4

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 September 2016.

The plat as submitted has been reviewed and approved to the extent that the construction does not inhibit drainage from CenterPoint Energy fee or easement property. The development of this plat must not contribute to filling up, cutting, injuring, destroying, or impairing the usefulness of CenterPoint Energy's canals, drains, ditches, watercourses, or other works constructed, repaired, or improved to protect CenterPoint Energy's right of way from overflow of water.

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

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

Sincerely,

Sheila R. Agee

Senior Right of Way Agent

C: Trey DeVillier <TDeVillier@bgeinc.com>

REF #PLR16.392B



September 11, 2016

Mr. Trey DeViller Platting Technician Brown & Gay Engineers, Inc. 10777 Westheimer, Suite 400 Bellaire, TX 77401

Re: Cross Creek Ranch Water Well No. 4

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 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,

Chris Grey

Construction Supervisor, Design and Serviceability



October 14, 2016

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

Re: CROSS CREEK RANCH WATER WELL NO. 4 - FINAL PLAT SUBMISSION

Dear Ms. Offord:

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

In addition to the enclosures listed below, I have included a couple of pages from the Developers Agreement to help resolve a comment from the Preliminary Plat submission. Please see ORDINANCE No. 04-913, Section 7. Design Standards, I. Easements, 1. (b) Widths.

Sincerely,

Trey DeVillier Platting Tech

Enclosures:

Plat Copies (10)

City Platting Application Platting Fee Check No. 71984

City Planning Letter

Lienholders Subordination Form(s)

Utility Availability/No Objection Correspondence(s)

the condition of such dedication being that when the adjacent property is subdivided pursuant to a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes."

H. Partial or Half Streets. Partial or half streets may be dedicated in those instances where the Commission determines that it is necessary for the proper development of the land and in the public interest to locate a public street right-of-way centered on a property line. A partial or half street dedication within a subdivision dedicating less than a fifty-foot right-of-way width on a designated major thoroughfare, or less a thirty-foot right-of-way width for any other type public street, shall not be approved. Appropriate notations and the one-foot reserve dedication in fee as, provided in Section 7.G., hereof shall be placed upon the plat restricting access from any partial or half streets so dedicated to adjacent acreage tracts until the adjacent property is subdivided pursuant to a recorded plat and the additional adjacent right-of-way is acquired providing the full right-of-way as specified in this Ordinance.

I. Easements.

- 1. Utility Easements. Utility easements, both above and below grade, are those easements established by plat or separate instrument, which are designed to accommodate facilities necessary to provide various types of utility services to the individual properties within the plat boundaries. Utility easements may be used for, but not be limited to, facilities necessary to provide water, electrical power, natural gas, telephone, telegraph, cable television, and sanitary sewer services. In most cases, utility easements shall be below grade, except where the requirements of the utility providers require their major transmission lines to be located above grade. All easement locations and their placement above or below grade shall be resolved with the utility companies prior to preliminary plat approval.
 - (a) Location. Utility easements, excluding special use utilities such as gas, telephone, electric, and cable, shall be provided along the front of all lots, except when the Commission determines that such location is not feasible for the orderly development of the subdivision, or where the right-of-way is not wide enough to allow for the proper placement and maintenance of all utilities. Utility

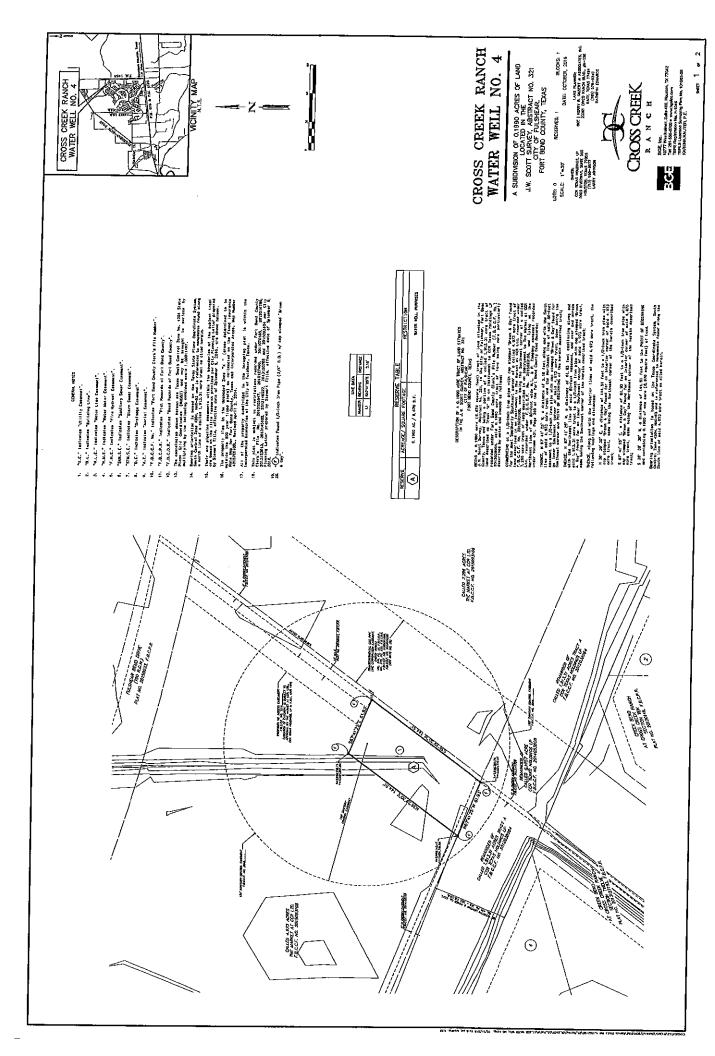
easements located along the outer boundaries of a subdivision shall contain the full width required for such easement, except in those instances where the adjacent property is within a portion of a previously approved and platted subdivision and under the same ownership as the property being platted, or where additional easement width is dedicated by separate instrument by the owner of said adjacent tract. In such cases, one-half (1/2) of the required easement width shall be dedicated within the platted boundary with the other one-half (1/2) provided outside the platted boundary by separate instrument, or through notation on the plat certifying the ownership and dedication of said easement.

- X
- (b) Widths. All utility easements, including special use utilities such as gas, telephone, electric, and cable, established within any subdivision plat shall not be less than a total of ten feet (10°) in width, which width may be split between adjacent lots, provided however, that a lesser amount shall be allowed where less width is required by the utility service provider.
- (c) Limitations. All utility easements shall be limited to surface and below grade easements. Aerial easements over utility easements shall be limited to that necessary for transformers, amplifiers, and other similar devices that cannot be placed below grade, it being the express purpose and intent hereof to require all utilities, to the extent reasonably possible, to be placed below ground level.
- 2. Drainage Easements. All drainage easements shall be located and dedicated to accommodate the drainage requirements necessary for the proper development of the property within the subdivision boundaries and within its natural watershed and in conformance with the City's Comprehensive Plan, its regulations governing storm drainage and/or flood control, and the requirements of other governmental agencies having jurisdiction over storm drainage or flood control within the area in which the subdivision is located. A suitable note on the plat shall restrict all properties within the subdivision to ensure that drainage easements within the plat boundaries shall be kept clear of fences, buildings, obstructive vegetation, and other obstructions to the operation and maintenance of the drainage facilities therein.

3. Private Easements, Fee Strips.

(a) Existing Easements, Fee Strips. All easements or fee strips created prior to the subdivision of any tract of land shall be shown on the subdivision plat of said land with appropriate notations indicating the name of the holder of such easement or fee strip, the purpose of the easement and generally the facilities contained therein, the dimensions of the easement or fee strip tied to all adjacent lot lines, street rights-of-way and plat boundary lines, and the recording reference

City of Fulshear Subdivision Ordinance Adopted by City Council 10/26/2005



CROSS CREEK RANCH WATER WELL NO. 4		VICINITY MAP

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dy Larry B. Johnson Henseyer

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John S. West. Natury Public in and for the State of Tange Commission Copiess

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hiceles Vene, R.P.L.S. Texas Supjet/miller No. 6203

), Maren M. Notins, A festeational Employeer registance in the State of Tamos de hering questly that this plat meets all requirement the Gity of Followers, to the heat of any Appellage.

Kerner B. Heston, P. E. Tunes Rassacratter No. 102103 Strom & day Explorers, Inc. 10PE Replatesting No. F-1045

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City Secretory Jace E. Reberts

CROSS CREEK RANCH WATER WELL NO. 4

A SUBDIVISION OF 0.1990 ACRES OF LAND J.W. SOOTT SURVEY, ABSTRACT NO. 321 OTY OF PLISHERA, FORT BEND COUNTY, TEXAS

SCALE: 1"=30"
SCALE: 1"=30"
CON TRACHIGANCE, UP
CON TRACHIGANCE, UP
CON ROATION, TOUR 37700
CONTRACT ARRESTORY
CARRY TRACES

RESERVES: 1 BLOCKS: 1
DATE: OCIGHER, 2016

DATE PARAMER SECURITY IN CONTRACT SECURITY IN CONTRACT

CROSS CREEK

BOE, Inc.
1077 Waltschere, State 400, herstor, TX 77247
116. 201-208 2000 - westopswa.com
The Replacement M. F. And d.
1814 Statement Statement Propse Perm No. (10168-con
XXRSM HALITER, P.E. RANCH

sect 2 or 2

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	32-	Final P	1
City Engineer I					
BY:		DATE:_	11-02	-2016	
City Secretary					
Processe Returne	ed d for additional data				
BY: Planning Comm	Lifor Offorission Review	DATE:_	10-17	-2016	
Approved	d for additional data				
BY:		DATE:			
City Council Revi	<u>ew</u>				
Approved Returned	for additional data				
BY:		DATE:			



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093 Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556 www.fulsheartexas.gov

Subdivision/Development Platting Application

Date: <u>10/14/2016</u>	Date Received by the City of Fulshear:	17-2016	
Subdivision: TAMARRON SECTION 32	Development: TAMARRON		
CURRENTAL OF DUATE (C)			
SUBMITTAL OF PLAT: (Check Appropriate S	Selection)	÷	
Preliminary	X Final	Short Form Final	
Replat	Vacation Plat	Short Form Final	
Amending Plat	ending PlatAdmin. (Minor) Plat		
TYPE OF PLAT: (Check Appropriate Selectio	n)		
Single-Family Residential	Zero Lot Line/ Patio Home	Multi Fourilly Poside and A	
Planned Development		Multi-Family Residential	
	Commercial	Industrial	
Plat Location: City	ETJ (Extraterritorial Jurisdiction)		
Legal Description: 37.545 ACRES IN THE J.D. V	ermillion SURVEY, A-339		
Variance: Yes (Attach a Copy of Ap	Oproval Letter) X No		
	No		
Total Acreage: 37.545			
Number of Streets: 7			
Number of Lots: 141	-	Platting Fees	
Number and Types of Reserves: 8		,	
Total Acres in Reserve: 7.938	Preliminary Plat	- \$500.00 plus 3.50 per lot, plus \$12.50	
Owner: _ D.R. HORTON-TEXAS, LTD.		20-1	
Address: 14100 SOUTHWEST FREEWAY, SUITE	500	.00 plus \$5.00 per lot plus \$25.00 per acre	
City/State: SUGAR LAND, TEXAS 77478			
Telephone: 281-566-2100	Amending or N	/linor Plat - \$200.00	
Email Address: _clindhorst@drhorton.com	Plat Vacation -	\$500.00	
Engineer/Planner: LJA ENGINEERING, INC.	2 nd Review of p	plats - \$100.00 (each additional review)	
Contact Person: GEOFF FREEMAN		IG FEE \$2,143.63	
Telephone: _713-358-8830			
Fax Number:	Faix rees (due	at Final Plat Application)	
Email Address: gfreeman@ljaengineering.com	The second secon		
	-		
This is to certify that the information on this	form is complete, true and correct and the in	ndersigned is authorized to make this	
application. I understand that if all necessary	information, required documents, and plat f	ees are required at time of authority	
City of Fulshear will not complete the review	needed in order to submit to the P&Z board.	,	
un-o			
MAR	Geoff Freeman / Platting Manager	10 12 2016	
SIGNATURE	TYPED OR PRINTED NAME/TITLE	10-13-2016 DATE	
		DAIL	

November 2, 2016

Engineering Review

Final Plat - Tamarron Section 32 City of Fulshear, Texas

For Information only:

- 1. This plat will create 141 Lots in five (5) Blocks with eight (8) Reserves that cover an area of 37.55 acres.
- 2. Access to this section is from an extension of Jarvis Bay Pass out of Section 30 and McDonough Way.
- 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 32 be approved as submitted.

eljerlek

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

CITY PLANNING LETTER

October 9, 2016

City Planning Commission

To Whom It May Concern:

This company ("Title Company") certifies that a diligent search of the real property records of Title Company's title plant has been made, as to the herein described property, and as of 8:00 AM on the 4th day of October, 2016, we find the following:

Record Owner:

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

Recording Instrument:

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

Legal Description:

TAMARRON SECTION 32 (Proposed Plat)

Being 37.545 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 37.545 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

2015027940, F.B.C.O.P.R., also being on the easterly line of that certain called 473.246 acre tract conveyed to Harrison Interests LTD by an instrument of record in Volume 1289, Page 625 in the Deed Records of Fort Bend County, Texas (F.B.C.D.R.) and described in Volume 528, Page 132, F.B.C.D.R., and said point being on the common survey line of said J. D. Vermillion Survey and the J. G. Bennett Survey, Abstract 611, Fort Bend County, Texas;

Thence, North 87° 51' 41" East, along the north line of said 686.0183 acre tract and a south line of said 1,352.43 acre tract, 999.85 feet to the POINT OF BEGINNING of the herein described tract, same being the northwest corner of that certain called 4.0000 acre tract (described as Well Site No. 1) by an instrument of record in File Number 2005052339, F.B.C.O.P.R;

Thence, North 87°51' 41" East, continuing along the north line of said 686.0183 acre tract and a south line of said 1,352.43 acre tract, 1,470.21 feet to a point for corner;

Thence, South 01°03' 58" East, departing the north line of said 686.0183 acre tract and a south line of said 1,352.43 acre tract, 1,155.27 feet to a point for corner;

Thence, South 76°01'56" East, 319.35 feet to a point for corner;

Thence, South 01°43' 05" East, 148.38 feet to a point for corner;

Thence, South 07°08'04" West, 60.00 feet to a point for corner, the beginning of a curve;

Thence, 9.34 feet along the arc of a non-tangent curve to the left, having a radius of 2,210.00 feet, a central angle of 00° 14' 32", and a chord which bears South 82° 59' 12" East, 9.34 feet to a point for corner;

Thence, South 01°43' 05" East, 141.50 feet to a point for corner, the beginning of a curve;

Thence, 931.22 feet along the arc of a non-tangent curve to the right, having a radius of 2,350.00 feet, a central angle of 22° 42′ 16″, and a chord which bears North 72° 16′ 19″ West, 925.14 feet to a point for corner;

Thence, North 60°55' 12" West, 200.00 feet to a point for corner, the beginning of a curve;

Thence, 185.23 feet along the arc of a tangent curve to the left, having a radius of 2,050.00 feet, a central angle of 05° 10′ 37″, and a chord which bears North 63° 30′ 30″ West, 185.17 feet to a point for corner, the beginning of a reverse 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° 04' 17", and a chord which bears North 22° 03' 41" West, 41.71 feet to a point for corner;

Thence, North 68°01'32" West, 80.00 feet to a point for corner;

Thence, North 21°58' 28" East, 85.20 feet to a point for corner, the beginning of a curve;

Thence, 40.02 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, a central angle of 91°43' 14", and a chord which bears North 23°53' 09" West, 35.88 feet to a point for corner;

Thence, North 20° 15' 14" East, 60.00 feet to a point for corner, the beginning of a curve;

Thence, 13.16 feet along the arc of a non-tangent curve to the right, having a radius of 2,250.00 feet, a central angle of 00° 20' 07", and a chord which bears South 69° 34' 42" East, 13.16 feet to a point for corner, the beginning of a reverse curve;

Thence, 38.67 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, a central angle of 88°36'53", and a chord which bears North 66° 16' 54" East, 34.93 feet to a point for corner;

Thence, North 21°58' 28" East, 74.40 feet to a point for corner, the beginning of a curve;

Thence, 26.11 feet along the arc of a tangent curve to the right, having a radius of 530.00 feet, a central angle of 02°49'21", and a chord which bears North 23°23'09" East, 26.11 feet to a point for corner;

Thence, North 72° 27' 26" West, 289.49 feet to a point for corner;

Thence, North 02°08' 39" West, 194.81 feet to a point for corner;

Thence, South 87°51'41" West, 320.00 feet to a point for corner;

Thence, North 02°08' 19" West, 457.42 feet to the POINT OF BEGINNING and containing 37.545 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.

Pipeline Right of Way to Houston Pipe Line Company recorded in Volume 1035, Page 328, and Volume 1035, Page 332, Deed Records, amended in Volume 1920, Page 472, Official Records of Fort Bend County, Texas.

Drill Site (2.000 acres) pursuant to Tract Agreement recorded in Volume 1036, Page 201, 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 of the Official Public Records of Fort Bend County, Texas.

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.

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, JOTNT 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



May 10, 2015

Ms. Ashley Fuller LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, Texas 77042-3703

Re: Preliminary Plat of Tamarron Section 32

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 April 20, 2015

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

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

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

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

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

Sincerely,

Chris Grey

Construction Supervisor, Design and Serviceability

Chin Herry



April 30, 2015

City of Fulshear 30603 FM 1093 Fulshear, TX 77441

Re: Preliminary Plat of Tamarron Section 32

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 LaWanda Grant at 713.207.6539 or Sandra Goodall at 713.207.6347.

Sincerely,

LaWanda Grant, SR/WA Senior Right of Way Agent

C: Ashley Fuller <a fuller@ljaengineering.com>

La Wanday. Hant

PLR15.149A

LJA Engineering, Inc.



1904 W. Grand Parkway North Suite 100 Katy, Texas 77449 TBPE № F-1386 Phone 713 953 5200 Fax 713.953.5026 www.ljaengineering.com

October 16, 2016

Mr. David Leyendecker, P.E. City Engineer City of Fulshear 30603 FM 1093 Fulshear, Texas 77441

Re: Final Plat, Fulshear, Texas

Tamarron Section 32

LJA Job No. 1931-1532F-310C

Dear Mr. Leyendecker:

Please allow this letter to serve as an explanation regarding a few extraneous easements listed in the City Planning Letter, dated Oct. 9, 2016, and enclosed with this Final Plat Submittal:

- 1) The "Pipeline Right of Way to Houston Pipe Line Company recorded in Vol. 1035, Pg. 328 and Vol. 1035, Pg. 332, FBCDR and amended in Vol. 1920, Pg. 472, FBCDR" were abandoned by an instrument recorded in File No. 2016006951, FBCOPR.
- 2) The "Drill Site (2.000 Acres) pursuant to Tract Agreement recorded in Vol. 1036, Pg. 201, FBCDR" was relocated by an instrument recorded in File No. 2005052339, FBCOPR.

Copies of both abandonment and relocation documents have also been enclosed with this submittal. An updated City Planning Letter removing these extraneous easements has been requested from the title company however was not available at the time of this initial submittal.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.358.8830. Thank you for your consideration.

Sincerely,

Geoffrey A. Freeman Platting Manager

GF/dl

Enclosure(s)

RELEASE OF EASEMENTS AND ABANDONMENT OF PERSONAL PROPERTY

STATE OF TEXAS

Ş

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

That HOUSTON PIPE LINE COMPANY LP, a Delaware limited partnership, with principal offices at 1300 Main Street, Houston, TX 77002 (hereinafter referred to as "HPL"), for and in consideration of the sum of One & No/100 dollars (\$1.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby RELEASE, RELINQUISH, ABANDON and SURRENDER unto D.R. HORTON-TEXAS LTD, the holder of a certain Easement granted by Charles I. Cardiff, John W. Cardiff, Tommy C. Cardiff, Hal V. Cardiff, Jack Wendt, Billie H. Wendt, Hunter P. Harris, Jr. and Kathrine P. Harris on the 9th day of February, 1982, recorded in Volume 1035, Pages 332-335; and Easement granted on the 23nd day of February, 1982, recorded in Volume 1035, Pages 328-331; and Easement Amendment granted on the 27th day of January, 1987, recorded in Volume 1920, Pages 472-481; and Easement granted by D. F. McMillian Trust (First City National Bank of Houston as Trustee) on the 9th of February, 1982, recorded in Volume 1027, Pages 290-291 of the Deed Records of Fort Bend County, Texas; (hereinafter referred to as "Easements"); and

WHEREAS, the Easements are situated upon the following described real property of D.R. Horton-Texas LTD (hereinafter referred to as "OWNERS"), recorded as Official Public Records No. 2013000056, in Fort Bend County, Texas (hereinafter referred to as the "Owned Premises"):

Being 357.66 acres tract in the J. D. Vermillion Survey, Abstract 339 in Fort Bend County, Texas and recorded in Volume 129, Page 207 of the Deed Records of Fort Bend County, Texas, additionally

Being 200 acres tract in the J. D. Vermillion Survey, Abstract 339 in Fort Bend County, Texas and recorded in Volume 242, Page 533 of the Deed Records of Fort Bend County, Texas,

Being 160 acres tract in the J. D. Vermillion Survey, Abstract 339 in Fort Bend County, Texas and recorded in Volume 308, Page 441 of the Deed Records of Fort Bend County, Texas, additionally

Being 75.856 acres tract in the J. D. Vermillion Survey, Abstract 339 in Fort Bend County, Texas and recorded in Volume 416, Page 577 of the Deed Records of Fort Bend County, Texas.

WHEREAS, HPL desires to release and discharge the portion of the lands within the Owned Premises that are covered by said Easement from the operation and effect of said Easement.

WHEREAS, Owners hereby acknowledge that HPL's remaining pipelines and facilities now situated on the Owned Premises are being abandoned in place by HPL.

NOW THEREFORE, HPL does hereby Quitclaim, Release, Relinquish, and Surrender all of its rights, title and interest in and to the Easements herein described in so far as it relates to the Owned Premises and to any abandoned HPL pipelines and facilities located thereon and Owners hereby acknowledge that any HPL pipelines and facilities now situated on the Owned Premises is being abandoned in place by HPL. Reference to said recorded instrument being hereby made for any and all purposes in connection herewith; provided, however, this release does not affect any other easements or rights existing across any of the above described tract or parcel of land or the adjacent tracts or parcels of land.

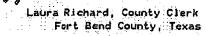
Return Instrument To: AT CONUTER: Energy Transfer Attn. Right-of-Way Dept., Keith L. Tyree/Hope Acosta 1300 Main Street Houston, Texas 77002

IN WITNESS WHEREOF, this instrume	nt has been executed as of this 1941 day of
"HPL"	"OWNERS"
HOUSTON PIPE LINE COMPANY LP By: HPL GP, LLC, its general partner	D.R. HORTON-TEXAS LTD
Name (Print): 608877 Rose Signed: 4 Title: Vice President, Land and Right of Way	Name (Print): Clinterrophen CINOHOUST Signed: MILL A MA Title: JANSSON PRESENSONS
STATE OF TEXAS § COUNTY OF HARRIS §	
The foregoing instrument was acknown commissioned and qualified in and for said of the commissio	y foliat lose. Vice P, LLC, general partner of Houston Pipe Line
STATE OF TEXAS § COUNTY OF FORT BENO §	
The foregoing instrument was acknowledged commissioned and qualified in and for said of the said of th	ledged before me, a Notary Public duly county and state, on this 22 day of
(SEAL)	lle lle
KORIE JOHNSTON Notary Public STATE OF TEXAS My Comm. Exp. April 5, 2019	Notary Public My Commission Expires 4/5/19

FILED AND RECORDED OFFICIAL PUBLIC RECORDS



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MODIFICATION TO 1986 AGREEMENT

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COUNTY OF FORT BEND

(This Modification To 1986 Agreement is by and among the below signed persons, to be effective March 20, 2005)

RECITALS

- 1. Those persons listed in EXHIBIT "A" attached hereto and made a part hereof for all intents and purposes, are currently all of the owners of the surface estate of the real property (the "Subject Property") described in EXHIBIT "B" which is attached hereto and made a part hereof for all intents and purposes. The persons listed in EXHIBIT "A" who are currently all of the owners of the surface estate of the Subject Property are hereinafter referred to as the "Present Surface Owners".
- 2. Those persons listed in EXHIBIT "C", attached hereto and made a part hereof for all intents and purposes, are our entity all of the owners of all of the oil, gas, and other minerals in, under, and that may be produced from all or part of the Subject Property (the "Minerals") and those persons are hereinafter referred to as the "Present Mineral Owners".
- 3. Effective September 15, 1986, all of the persons who were the then surface owners of the Subject Property on that date (the "1986 Surface Owners") and all of the persons who were the owners of the minerals on that date (the "1986 Mineral Owners"), entered into an agreement entitled Partial Waiver And Release Of Surface Rights, Designation of Drill Sites, Assignment of Easements, and Right-Of Way Agreement (the "1986 Agreement").
 - 4. The 1986 Agreement was recorded under Fort Bend County Clerk's File No. 8709312.
- 5. In the 1986 Agreement, the 1986 Mineral Owners waived their surface rights with respect to the Subject Property, except for designated drill sites (the "1986 Drill Sites") and access strips (the "1986 Access Strips") which provided ingress to and egress from the 1986 Drill Sites.
- 6. The Present Mineral Owners have agreed to modify the 1986 Agreement and the modifications include, among other things, a change in the location and size of the 1986 Drill Sites and a change in the location and use of the 1986 Access Strips.
- 7. The purpose of this Modification To 1986 Agreement is to set out and confirm in writing the modifications agreed to between the Present Mineral Owners and the Present Surface Owners.

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HOLD FOR STEWART TITLE FORT BEND GF NO: 04309747 RG-70

MODIFICATIONS

of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the Present Mineral Owners, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by the Present Mineral Owners, the Present Mineral Owners and the Present Surface Owners and their respective heirs and assigns do hereby covenant, stipulate and agree as follows:

- a. The 1986 Drill Sites and the 1986 Access Strips established in the 1986 Agreement and described by metes and bounds in EXHIBIT "B" attached to the 1986 Agreement, shall no longer be considered drill sites and access strips and the Present Mineral Owners do hereby expressly release and waive, on behalf of themselves and their respective heirs, successors, assigns, and legal representatives, all rights to use the 1986 Drill Sites and the 1986 Access Strips and any other part of the surface estate of the Subject Property, except as set out herein.
- b. In substitution of the 1986 Drill Sites, the Present Mineral Owners shall have the right to use three drill sites located on the Subject Property. The locations of these three drill sites (the "2005 Drill Sites") are described in EXNIBIT "D" as Well Site 1, Well Site 2, and Well Site 3, which is attached hereto and made a part hereof for all intents and purposes. The Present Mineral Owners shall have the right to use the 2005 Drill Sites for the purposes of investigating, exploring for, prospecting for, developing, storing, treating, processing, drilling, and mining for, and producing oil, gas and other minerals, provided that the Present Mineral Owners' right to develop and produce oil, gas and other minerals from the 2005 Drill Sites shall be limited solely to reasonable and necessary development and production through the bores of wells drilled on the 2005 Drill Sites. The 2005 Drill Sites may be used for the directional drilling of wells if any part of the Subject Property is included in a pool or unit in connection with the well.
- c. In substitution of the 1986 Access Strips, the Present Mineral Owners shall have the right to use the surface of a strip of real property (the "2005 Access Strip") which is a part of and located on the Subject Property for ingress to and egress from the 2005 Drill Sites and for constructing and maintaining pipelines and other purposes incident to the development of production of oil, gas and other minerals which may be produced through the bores of wells drilled on the 2005 Drill Sites. However, no pipelines or any other structures, installation, equipment, or apparatus of any kind or nature shall ever be constructed, installed, or maintained on or above the surface of the 2005 Access Strip. All such pipelines and related appurtenances shall be covered and buried in the ground to a minimum depth of 36 inches measured from the surface of the ground to the top of the pipe (except the surface markers, vents and other pipeline appurtenances may be installed and maintained on and above the surface of the 2005 Access Strip is described in EXHIBIT "E" which is attached hereto and made a part hereof for all intents and purposes.
- d. For and in consideration of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Present Surface Owners do hereby grant, sell and convey unto the Present Mineral Owners an easement over, across, and under the 2005 Access Strip for the purpose of gaining ingress and egress to and from the 2005 Drill Sites and constructing and maintaining pipelines and other purposes incident to the

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MODIFICATIONS

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- b. In substitution of the 1986 Drill Sites, the Present Mineral Owners shall have the right to use three drill sites located on the Subject Property. The locations of these three drill sites (the "2005 Drill Sites") are described in EXHIBIT "D" as Well Site 1, Well Site 2, and Well Site 3, which is attached hereto and made a partihereof for all intents and purposes. The Present Mineral Owners shall have the right to use the 2005 Drill Sites for the purposes of investigating, exploring for, prospecting for, developing, storing, treating, processing, drilling, and mining for, and producing oil, gas and other minerals, provided that the Present Mineral Owners' right to develop and produce oil, gas and other minerals from the 2005 Drill Sites shall be limited solely to reasonable and necessary development and production through the bores of wells drilled on the 2005 Drill Sites. The 2005 Drill Sites may be used for the directional drilling of wells if any part of the Subject Property is included in a pool or unit in connection with the well.
- c. In substitution of the 1986 Access Strips, the Present Mineral Owners shall have the right to use the surface of a strip of real property (the "2005 Access Strip") which is a part of and located on the Subject Property for ingress to and egress from the 2005 Drill Sites and for constructing and maintaining pipelines and other purposes incident to the development of production of oil, gas and other minerals which may be produced through the bores of wells drilled on the 2005 Drill Sites. However, no pipelines or any other structures, installation, equipment, or apparatus of any kind or nature shall ever be constructed, installed, or maintained on or above the surface of the 2005 Access Strip. All such pipelines and related appurtenances shall be covered and buried in the ground to a minimum depth of 36 inches measured from the surface of the ground to the top of the pipe (except the surface markers, vents and other pipeline appurtenances may be installed and maintained on and above the surface of the 2005 Access Strip). The 2005 Access Strip is described in EXHIBIT "E" which is attached hereto and made a part hereof for all intents and purposes.
- d. For and in consideration of Ten Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Present Surface Owners do hereby grant, sell and convey unto the Present Mineral Owners an easement over across, and under the 2005 Access Strip for the purpose of gaining ingress and egress to and from the 2005 Drill Sites and constructing and maintaining pipelines and other purposes incident to the

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, 2 , _ development or production of oil, gas and other minerals produced from the well bores on the 2005 Drill Sites, provided that no pipelines or any other structures, installation, equipment or apparatus of any kind or nature shall ever be constructed, installed or maintained on or above the surface of the 2005 Access Strip, and all such pipelines and related appurtenances shall be covered and buried in the ground to a minimum depth of 36 inches measured from the surface of the glound to the top of the pipe (except the surface markers, vents and other pipeline appurtenances may be installed and maintained on and above the surface of the 2005 Access Strip). The easement granted with respect to the 2005 Access Strip shall be perpetual, non-exclusive, and appurtenant to the 2005 Drill Sites and the Minerals.

- The term "Interested Parties" as used herein with respect to the 2005 Access Strip or Substituted 2005 Access Strip, as hereinafter defined, shall mean the owners of the surface of those parcels of the Subject Property over which or adjacent to which the 2005 Access Strip or Substituted 2005 Access Strip is located or is to be located. In the event that a majority-ininterest of the Interested Parties requests the Present Mineral Owners to relinquish and reconvey to the Present Surface Owners, their successors, heirs, or assigns, the right to use the surface of the 2005 Access Strip of Substituted 2005 Access Strip, as hereinafter defined, then the Present Mineral Owners shall relinquish and reconvey to the Present Surface Owners all rights to use the surface of the 2005 Access Strip or Substituted 2005 Access Strip, as the case may be, by instruments filed of regord in Fort Bend County, Texas, provided that the Interested Parties simultaneously grant the Present Mineral Owners, by appropriate instruments filed of record in Fort Bend County, Texas, under the same terms and provisions as the Present Mineral Owners' rights in and to the 2005 Access Strip, the right to use a strip or strips of land which are at least equal in width to the 2005 Access Strip. This strip or strips of land is referred to herein as the "Substituted 2005 Access Strip", which Substituted 2005 Access Strip shall access the 2005 Drill Sites. The location of this Substituted 2005 Access Strip must be comparable to the access strip being replaced, based upon the usage for which the access strip is intended. Further, the Interested Parties must bear and pay all capital costs incurred by the Present Mineral Owners and/or their lessees, in abandoning the 2005 Access Strip or Substitute 2005 Access Strip and relocating roadways, pipelines, utilities, and equipment to the new Substitute 2005 Access Strip/conveyed by the Interested Parties as provided herein.
- f. The Present Mineral Owners warrant and represent that the Present Mineral Owners collectively are the only owners of the Minerals and have not transferred, assigned, or encumbered any part of the Minerals in favor of any other party whatspever.
- g. Without limiting the foregoing, the Present Mineral Owners do further expressly covenant and agree that any oil, gas and mineral lease hereafter executed by any of said Present Mineral Owners in favor of any person, firm, or corporation, covering or affecting any portion of the Minerals shall be expressly made subject to the terms and provisions of this Modification To 1986 Agreement and any such lease shall be subject to the terms and provisions hereof whether or not such lease is made expressly subject to the terms and provisions hereof. The lessee under any such oil, gas and mineral lease shall unless otherwise stated therein, have the same rights as the Present Mineral Owners with respect to the 2005 Access Strip, any Substituted 2005 Access Strip, and the 2005 Drill Sites subject to any limitations placed upon such rights in the lease.

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The provisions hereof shall be binding upon and shall inure to the benefit of the Present Mineral Owners and the Present Surface Owners and their respective heirs, successors, assigns, and legal representatives.

All on the provisions of the 1986 Agreement shall be applicable to the 2005 Drill Sites and the 2005 Access Strip and shall continue to be binding upon the Present Mineral Owners and the Present Surface Owners, as if the 2005 Drill Sites and the 2005 Access Strip had been set out in the 1936 Agreement instead of the 1986 Drill Sites and 1986 Access Strips, unless such provisions are in conflict with anything contained herein. If there is a conflict between any of the provisions in the 1986 Agreement and those in this Modification To 1986 Agreement, the provisions of this Modification, To 1986 Agreement shall prevail.

EXECUTED on the dates of the acknowledgments set forth herein below, to be effective, however, as of the 20th day of March, 2005, which date shall be deemed to be the effective date hereof for all purposes. This instrument may be executed in multiple counterparts and shall be binding upon any party who executes a counterpart hereof without the necessity of all signatories executing the same or any other counterpart hereof.

PRESENT MINERAL OWNER'S:

LYNN CARDIFF

JOYCE ANN CARDIFF, CO-TRUSTEE OF THE CHARLES 1. CARDIFF FAMILY TRUST

CHARLES C. CARDIFF, III, CO-TRU OF THE CHARLES I. CARDIFF. TRUST

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PRESENT MINERAL OWNER'S

TOM C. CARDIFF

NANCY CARDINE

HALV. CARDIFF

LYNN CARDIFF

JOYCE ANN CARDIFF, CO TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST

CHARLES C. CARDIFF, III, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST

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HAL'V. CARDIFF

LYUN CARDIFF

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NANCY CARDIFF

V. CARDIFĪ

LYNN CARDIFF

THE CHARLES I. \CARDIFF

TRUST

Chair Cand CHARLES C. CARDIFF. III. COLTRUSTÉE OF THE CHARLES I. CARDIFF, FAMIL

TRUST

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HALV. CARDIFF

LYNN CARDIFF

JOYCE M. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST

CHARLES C. CARDIFF, III, COTRUSTÉE OF THE CHARLES I. CARDIFF, FAMILY

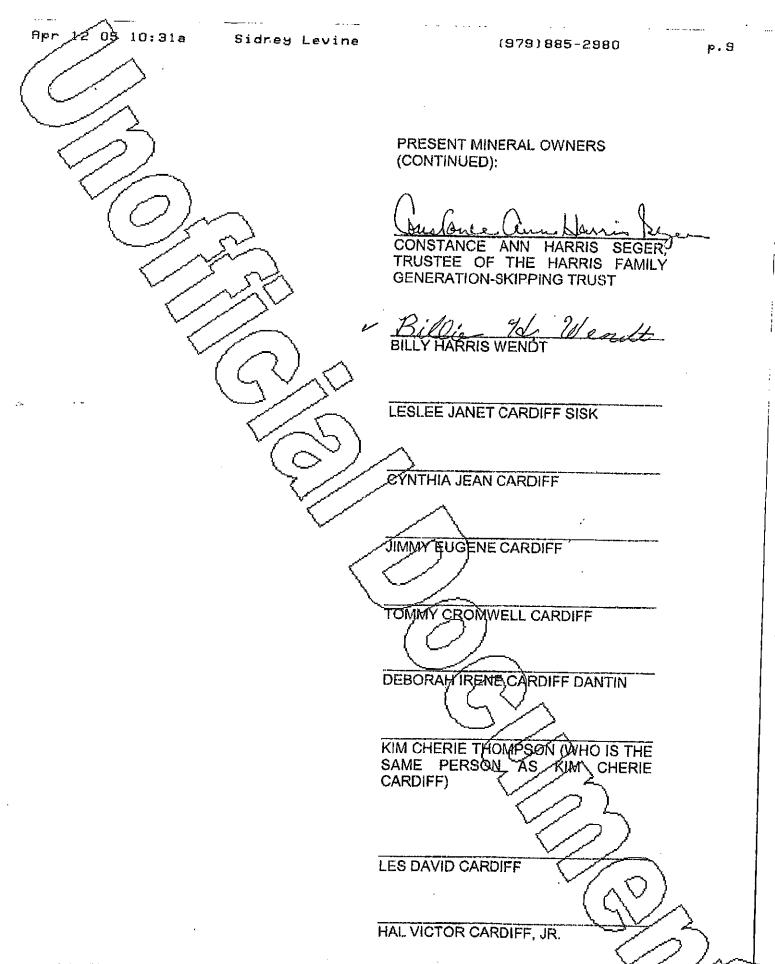
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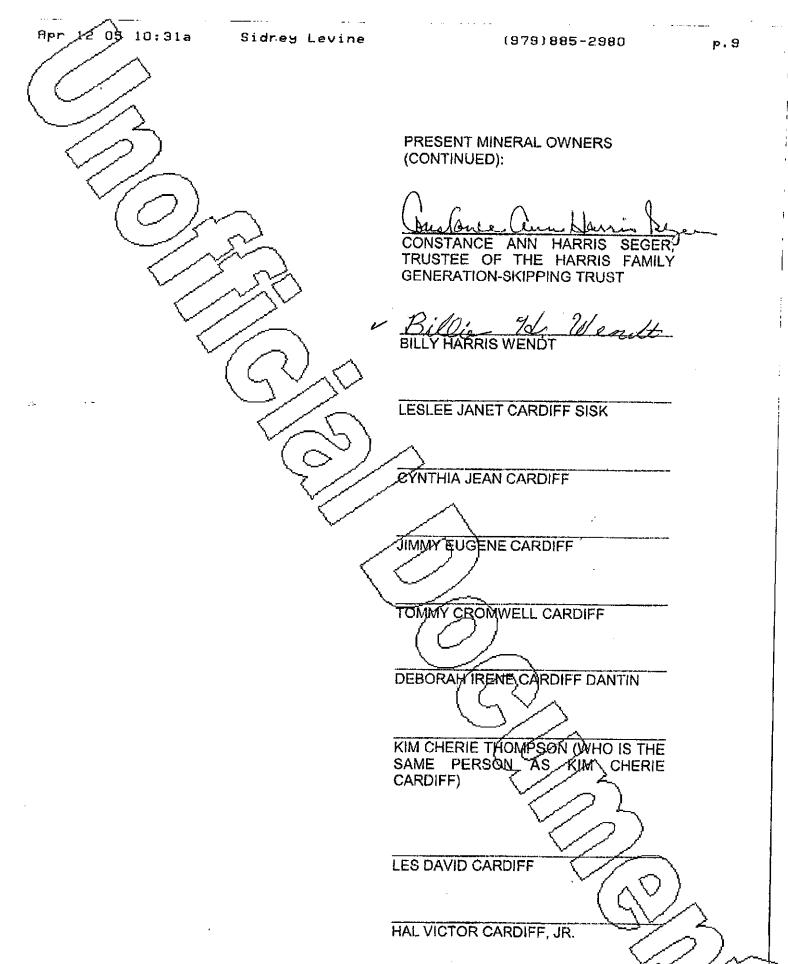
PRESENT MINERAL OWNERS (CONTINUED): DAVID L. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

PRESENT MINERAL OWNERS (CONTINUED): THE CHARLES I. CARDIFF FAMILY **TRUST** C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

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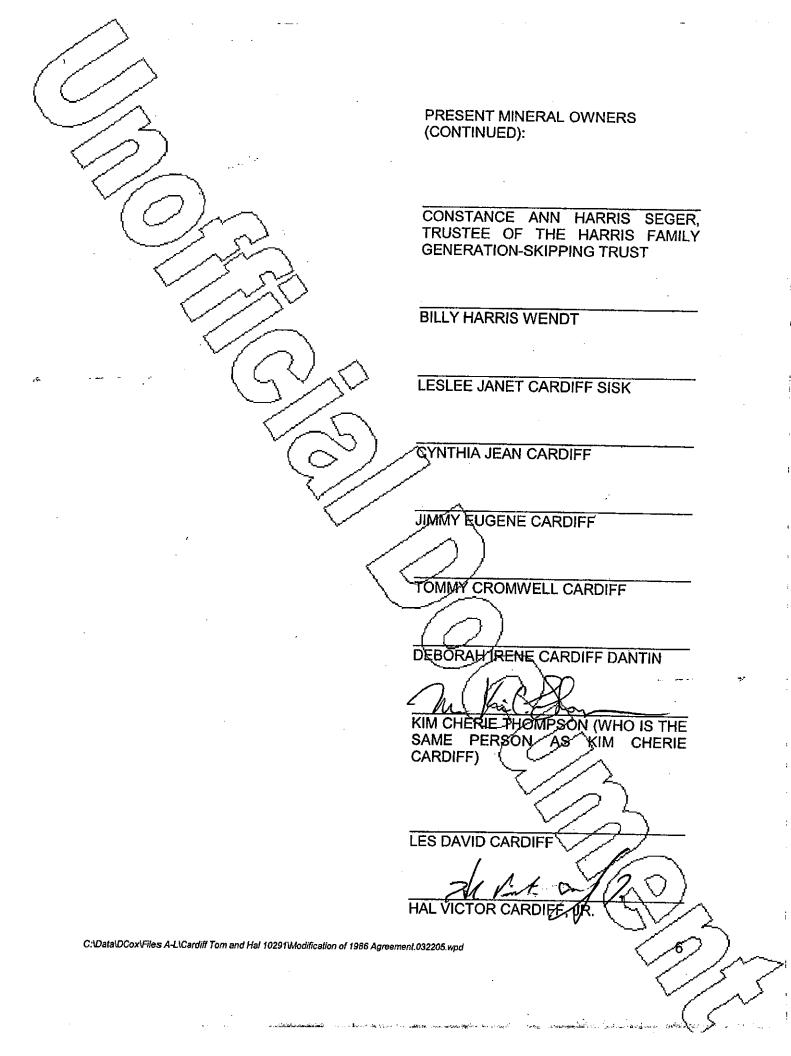
PRESENT MINERAL OWNERS (CONTINUED): TRUSTEE OF THE HARRIS FAMILY **GENERATION-SKIPPING TRUST** BILLY HARRIS WENDT LESLEE JANET CARDIFF SISK CYNTHIA JEAN CARDIFF JIMMY EUGENE CARDIFF TOMMY CROMWELL CARDIFF DEBORAH IRENE CARDIFF DANTIN KIM CHERIE THOMPSON (WHO IS THE SAME PERSON CHERIE CARDIFF) LES DAVID CARDIFF HAL VICTOR CARDIFF, JR. C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

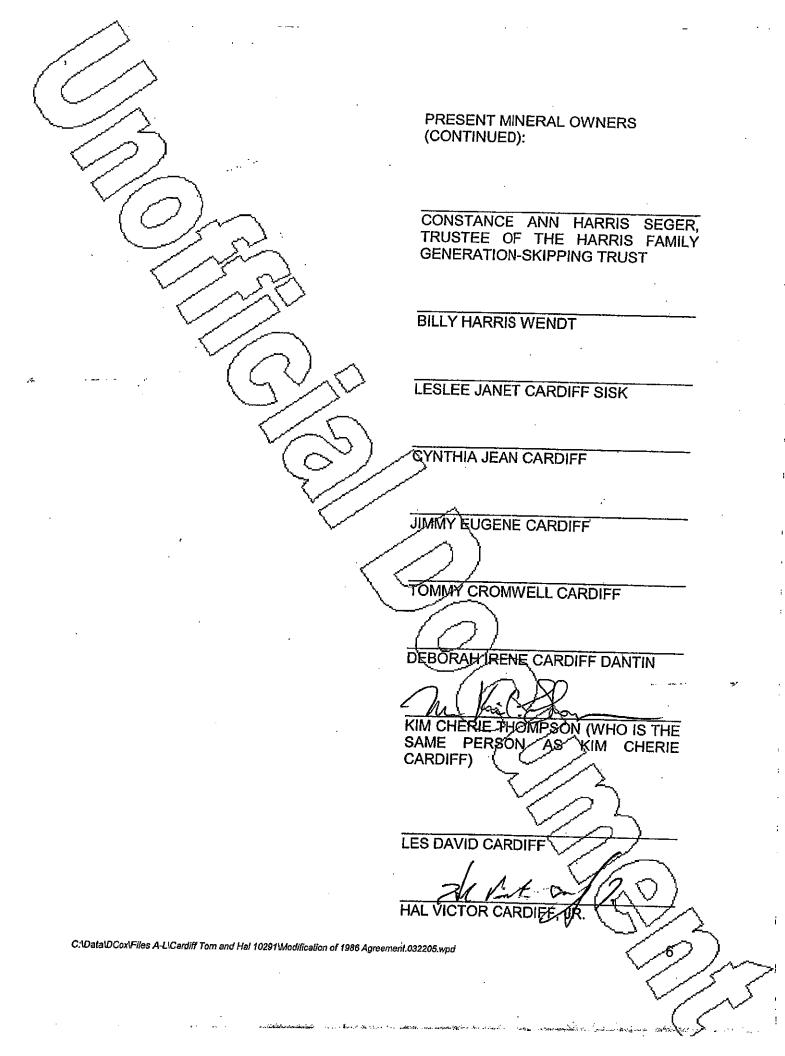


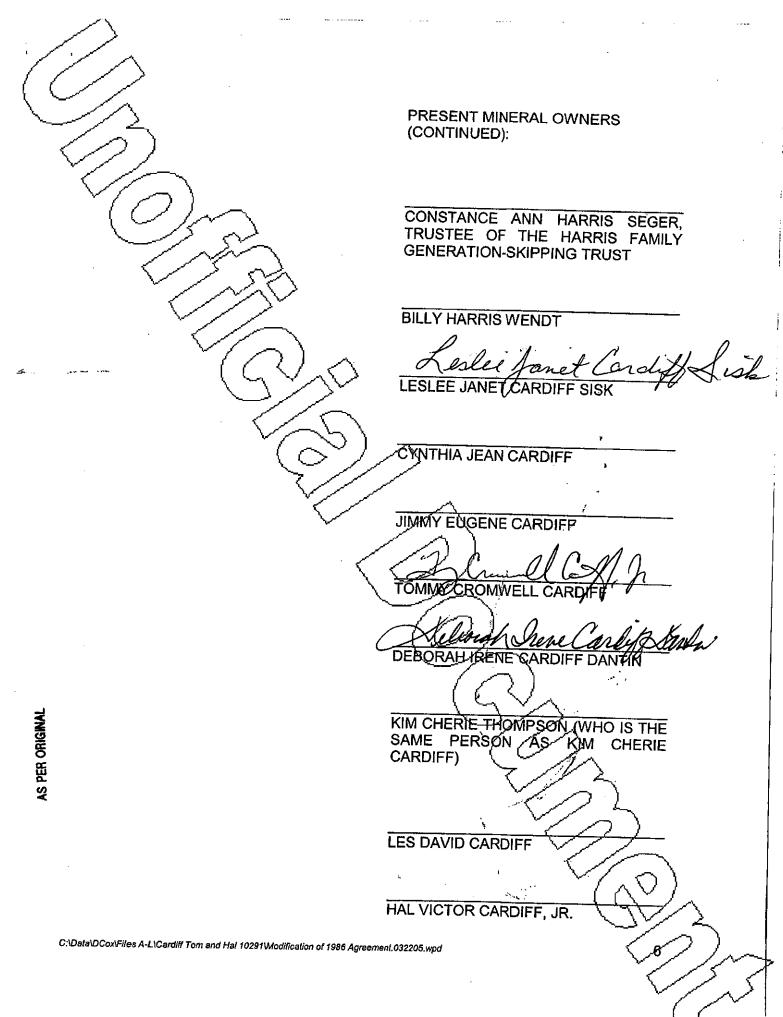
PRESENT MINERAL OWNERS (CONTINUED): TERRI LYNN GUIDRY (WHO IS THE SAME PERSON AS TERRI LYNN CARDIFF) REBECCA CARDIFF McGOODWIN DAVID LEROY CARDIFF CHARLES CROMWELL CARDIFF, II GWENDOLYN ANN WALL (WHO IS THE SAME PERSON AS GWENDOLYN ANN CARDIFF WALLS C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

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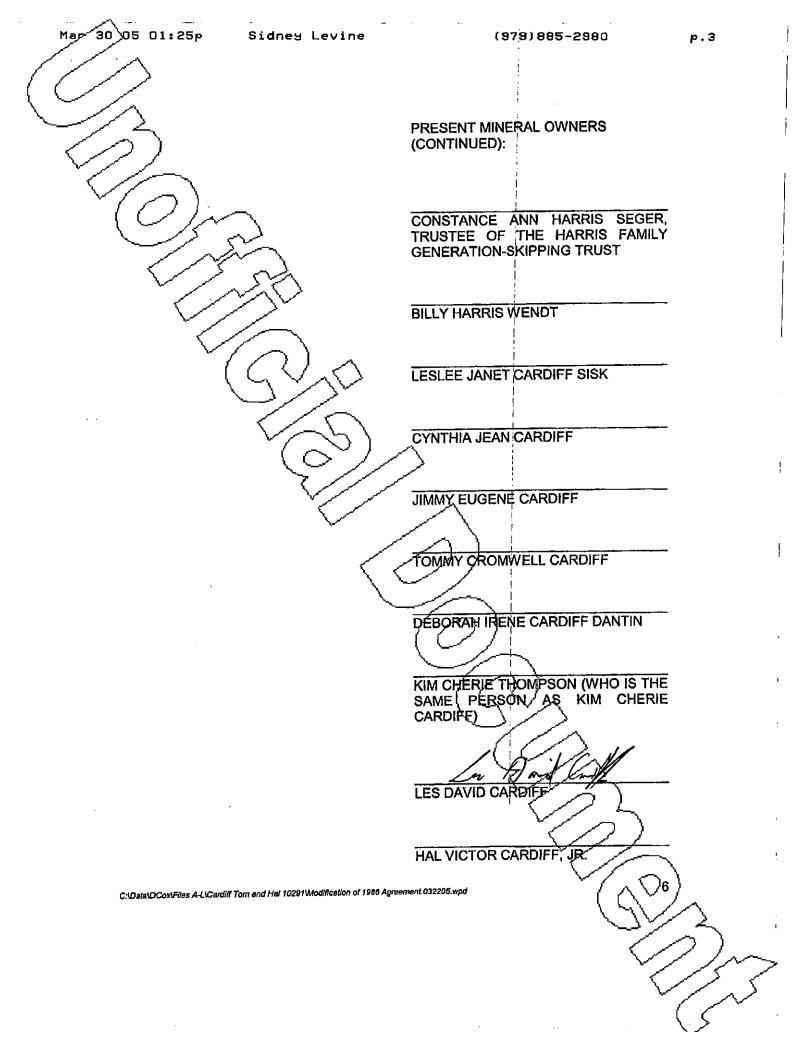
PRESENT MINERAL OWNERS (CONTINUED): CONSTANCE ANN HARRIS SEGER, TRUSTEE OF THE HARRIS FAMILY GENERATION-SKIPPING TRUST **BILLY HARRIS WENDT** LESLEE JANET CARDIFF SISK DEBORAH RENE CARDIFF DANTIN KIM CHERIE THOMPSON (WHO IS THE SAME PERSON AS K)M CHERIE CARDIFF) LES DAVID CARDIFF HAL VICTOR CARDIFF, JR. C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

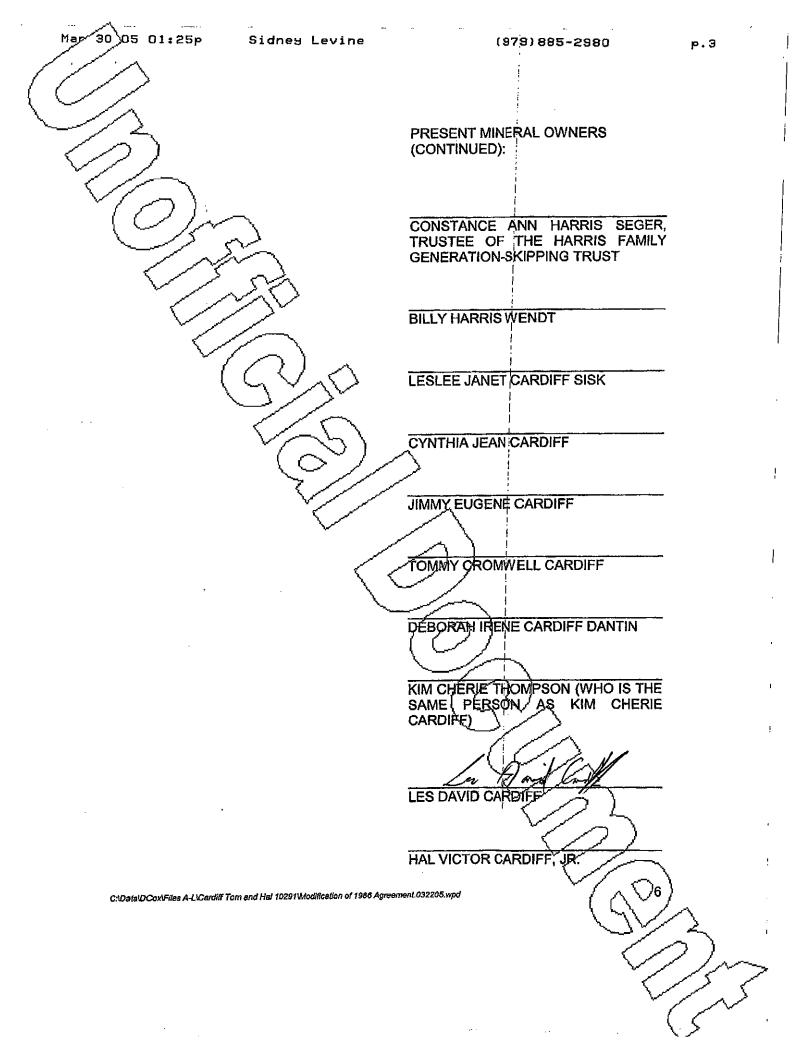


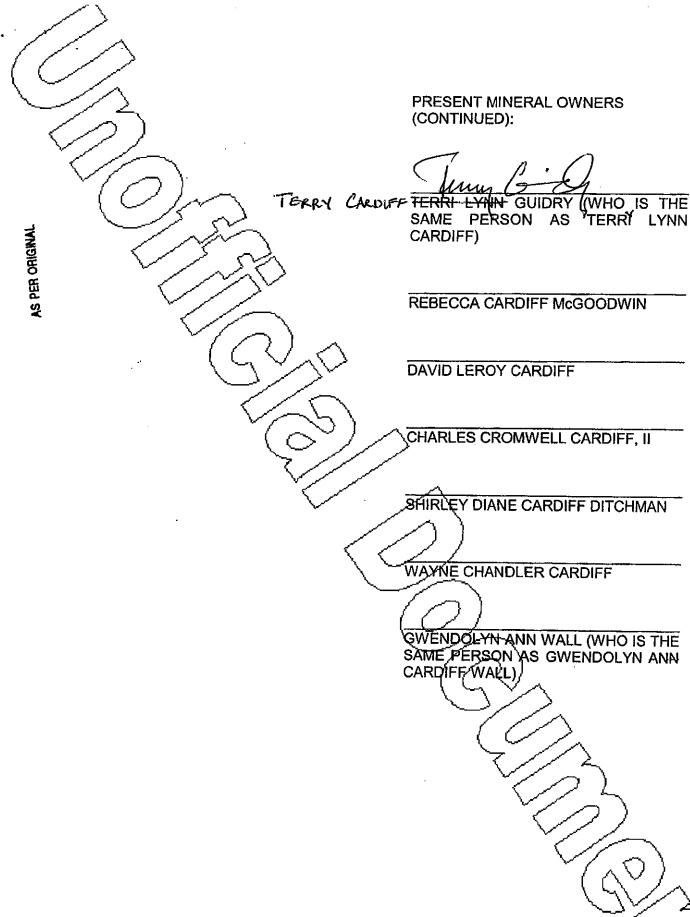




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TERRI LYNN GUIDRY (WHO IS THE SAME PERSON AS TERRI LYNN CARDIFF)

REBECCA CARDIFF MCGOODWIN

DAVID LEROY CARDIFF

Chais Crownell Cardle E

CHARLES CROMWELL CARDIFF, II

SHIRLEY DIANE CARDIFF DITCHMAN

WAYNE CHANDLER CARDIFF

GWENDOLYN ANN WALL (WHO IS THE SAME PERSON AS GWENDOLYN ANN CARDIFFIWALL)



TERRI LYNN GUIDRY (WHO IS THE SAME PERSON AS TERRI LYNN CARDIFF)

REBECCA CARDIFF MCGOODWIN

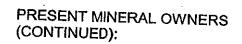
DAVID LEROY CARDIFF

CHARLES CROMWELL CARDIFF, II

SHIRLEY DIANE CARDIFF DITCHMAN

WAYNE CHANDLER CARDIFF

GWENDOLYN ANN WALL (WHO IS THE SAME PERSON AS GWENDOLYN ANN CARDIFFIWALL)



TERRI LYNN GUIDRY (WHO IS THE SAME PERSON AS TERRI LYNN CARDIFF)

REBECCA CARDIFF McGOODWIN

DAVID LEROY CARDIFF Chars Cronwell Cardl E

CHARLES CROMWELL CARDIFF, II

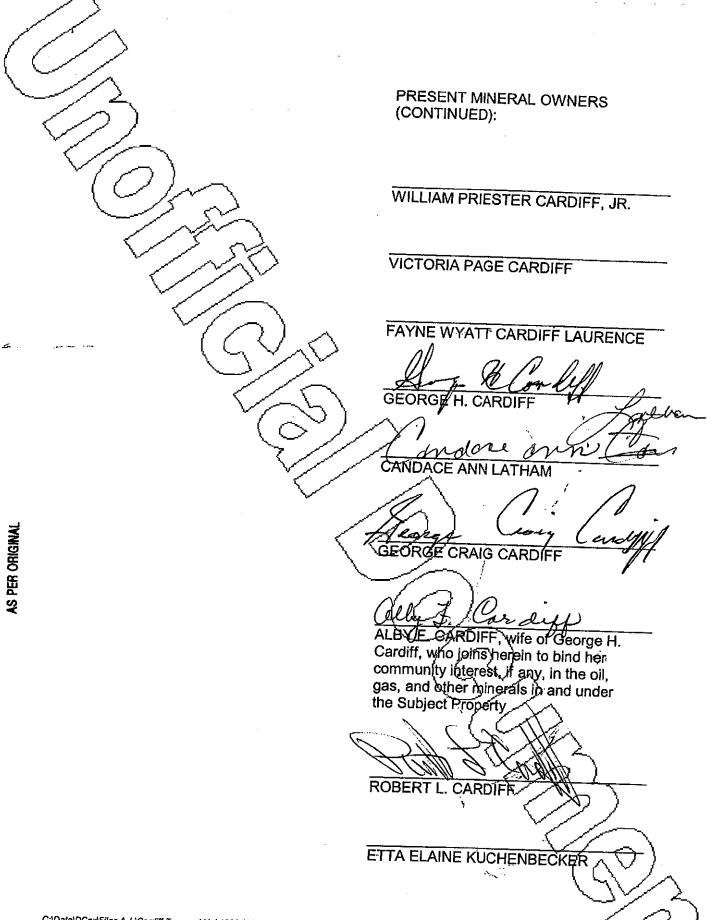
SHIRLEY DIANE CARDIFF DITCHMAN

WAYNE CHANDLER CARDIFF

GWENDOLYN ANN WALL (WHO IS THE SAME PERSON AS) GWENDOLYN ANN CARDIFF WALL)

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PRESENT MINERAL OWNERS (CONTINUED): GEORGE H. CARDIFF CANDACE ANN LATHAM GEORGE CRAIG CARDIFF ALBY F. CARDIFF, wife of George H. Cardiff, who joins he ein to bind her community interest, if any, in the oil, gas, and other minerals in and under the Subject Property ROBERT L. CARDIFE ETTA ELAINE KUCHENBECKER C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd



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(C/)	-
	PRESENT MINERAL OWNERS
	(CONTINUED):
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	WILLIAM PRIESTER CARDIFF, JR.
	MOTORY
	VICTORIA PAGE CARDIFF
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$\sim \sim $	FAYNE WYATT CARDIFF LAURENCE
	AND CONTRACTOR
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	GEORGE H. CARDIFF
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* </td <td>CANDACE ANN LATHAM</td>	CANDACE ANN LATHAM
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	GEORGE CRAIG CARDIFF
?	all I C.
•	ALBUE CARDIFF. Wife of George H
	ALBYE CARDIFF, wife of George H. Cardiff, who joins herein to bind her community interest, if any, in the oil,
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	ROBERT L. CARDIFA
	ETTA ELAINE KUCHENBECKER
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Spir The Cardiff	
JOYCE M. CARDIFF, COTRUSTEE OF THE CHARLES I. CARDIFF FAMILY	TOM C. CARDIFF
TRUST CARDIFF FAMILY	
Charles	HAL V. CARDIFF
CHARLES C. CARDIECTIV DO TOUR	
CHARLES C. CARDIFF III, CO-TRUSTEE OF THE CHARLES I CARDIFF FAMILY	Better and Carlell
TRUST	Silly Ma deleff
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DAVID L. CARDIFF CO TRICKE OF	
DAVID L. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY	EVALYN WENDT MOORE
TRUST	
(o ´ /)	
	AMILEE WENDT
	JACKIEWENDT DIENNA
į į	LAUREL WENDT
	NANCYCAPPIER
•	NANCY CARDIFF
	7/2
9	LYNN CARDIFF
•	
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PRESENT SURFACE OWNERS: JOYCE M. CARDIFF, CO-TRUSTEE OF THE CHARLES . CARDIFF FAMILY TRUST TOM C. CARDIFF CHARLES C. CARDIFF III, CO TRUSTEE OF THE CHARLES I, CARDIFF FAMILY TRUST BETTY ANN CARDIFF DAVID L. CARDIFF, CO-TRUSTEE OF EVALYN WENDT MOORE THE CHARLES I. CARDIFF FAMILY **TRUST** AMILEE WENDT JACKIE, WENDT DIENNA L; LAUREL WENDT C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

PRESENT SURFACE OWNERS: JOYCE M. GARDIFF, CO-TRUSTEE OF THE CHARLES J. CARDIFF FAMILY TOM C. CARDIFF TRUST CHARLES C. CARDIFF III, CO TRUSTEE OF THE CHARLES I, CARDIFF FAMILY TRUST BETTY ANN CARDIFF DAVID L. CARDIFF, CO-TRUSTÉE OF **EVALYN WENDT MOORE** THE CHARLES I. CARDIFF FAMILY TRUST AMILEE WENDT ACKIE WENDT DIENNA į. LAUREL WENDT C:\Data\DCox\Files A-L\Cardiff Tom and Hal 10291\Modification of 1986 Agreement.032205.wpd

	PRESENT SURFACE OWNERS:
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JOYCE M. CARDIFF, COARUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST	TOM C. CARDIFF
TRUST CARDIEF FAMILY	
Charles 1000	HAL V. CARDIFF
CHARLES C. CARDUECTURES	2
CHARLES C. CARDIFF III, CO-TRUSTEE OF THE CHARLES I CARDIFF FAMILY	Better and Carlell
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	BETTY ANN CARDIFF
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DAVID L. CARDIFF, CO-TRUSTEE OF	EVALVALVACE
DAVID L. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF, FAMILY	EVALYN WENDT MOORE
TRUST	
	ARAU SELVE
	AMILEE WENDT
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	(AO)(IT)
	JACKIE WENDT DIENNA
Ţ,	ANTO THE WAY
	LAUREL WENDT
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•	LVAIN CAPPUID
<u>.</u>	LYNN CARDIFF
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PRESENT SURFACE OWNERS:

TOM C. CARDIFF

HAL V. CARDIFF

BETTY AMN CARDIES

EVALYNWENDT MOORE GUITAGE DIDOGE AND

EVALYNWENDT MOORE (Surface owner mud

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PRESENT SURFACE OWNERS (CONTINUED):

CONSTANCE ANN HARRIS SEGER

CONSTANCE ANN HARRIS SEGER, TRUSTEE OF THE HARRIS FAMILY GENERATION-SKIPPING TRUST

CONSTANCE ANN SEGER, TRUSTEE

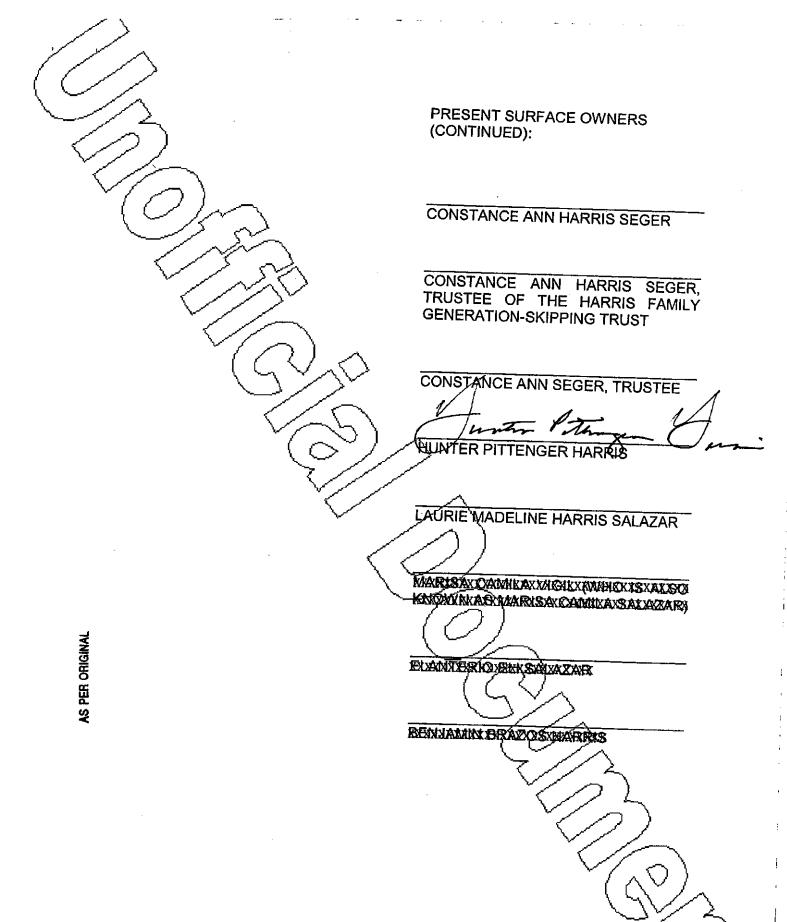
HUNTER PITTENGER HARRIS

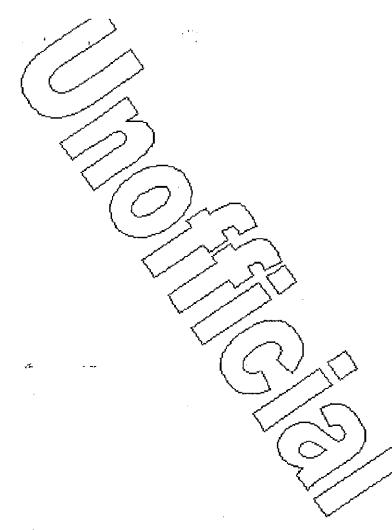
LAURIE MADELINE HARRIS SALAZAR

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SAXAYAR ON SHIKKALE

BENJAMIN BRAZOSKHARRIS





PRESENT SURFACE OWNERS (CONTINUED):

CONSTANCE ANN HARRIS SEGER

CONSTANCE ANN HARRIS SEGER, TRUSTEE OF THE HARRIS FAMILY GENERATION-SKIPPING TRUST

CONSTANCE ANN SEGER, TRUSTEE

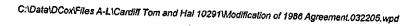
HUNTER PITTENGER HARRIS

Jaurie Madeline Hatris Salan w LAURIE MADELINE HARRIS SALAZAR, INDIVIDUALLY AND AS TRUSTEE

MARISAX BAMILLAX VIGHX XIMHOXIS XALSOX KNOWYNKAS KMARISAX CAMILLAX SALAZZAR)

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SENJAMIN BRAZOS HABRIO



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This instrument was acknowledged before me on the

STATE OF

STATE OF	
COUNTY OF	
This instrument was acknowledged before by TOM C. CARDIFF.	ore me on theday of, 2005,
	Notary Public, State of
STATE OF	
COUNTY OF	>
This instrument was acknowledged before by NANCY CARDIFF.	eme on the, 2005,
	Notary Public, State of
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STATE OF <u>Jew</u>	
COUNTY OF Laris	(Q)
his instrument was acknowledged before report of the HAL V. CARDIFF.	me on the 7th day of Jaril, 2005,
LINDA C. MITCHELL Notary Public, State of Texas My Commission Expires	Notary Public, State of
August 30, 2007	done, otales)
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COUNTY OF LAND
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This instrument was acknowledged before me on the <u>J+h</u> day of <u>Opul</u> , 2005,
LINDA C. MITCHELL Notary Retricor State of Texas My Commission Expires August 30, 2007 August 30, 2007
My Commission Expires August 30, 2007
Notary Public, State of Je jas
STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of
This instrument was acknowledged before me on theday of, 2005, by JOYCE M. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST.
No. 10 Page 1
Notary Public, State of
STATE OF
COUNTY OF
This instrument was acknowledged before me on the
by CHARLES C. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST.
THE GLARLES I. CARDIFF FAMILY TRUST.
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STATE OF JEHAS COUNTY OF LANGE
COUNTY OF LANG
This instrument was acknowledged before me on the <u>9+h</u> dayof <u>Opril</u> , 2005,
TINDA C. MITCHELL Notary Rublic, State of Texes My Commission Expires August 30, 2007 Notary Public, State of
STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of, 2005, by JOYCE M. CARDIFF, CO-PRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST.
Notary Public, State of
STATE OF
COUNTY OF
This instrument was acknowledged before me on the
by CHARLES C. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST.
Notary Public, State of
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	Notary Public, State of	
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OUNTY OF Har-fix	>	
his instrument was acknowledged before y JOYCE M. CARDIFF, CO-TRUSTEE	me on the <u>3645</u> day of <u>1566</u> OF THE CHARLES I. CARDIFF FAMIL	, 2005, Y TRUST.
BRADLEY S. MOUSER Commission Expires 7-26-08	Notary Public, State of Texa	<u> </u>
TATE OF Texas		
DUNTY OF Hours		
nis instrument was acknowledged before CHARLES C. CARDIFF, CO-TRUSTE	me on the 26th day of was a common the CHARLES I CARDIFF FAMI	, 2005, LY TRUST.
BRADLEY S. MOUSER Notary Public, State of Texas Commission Expires 7–26–08	Notary Public, State of	
	Notary Public, State or Trex.	<u> </u>
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<u> </u>	
	STATE OF Texas
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_	COUNTY OF Harris
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	This instrument was acknowledged before me on the 1/45 day of 10 2005
	This instrument was acknowledged before me on the <u>J 6 to</u> day of <u>I/A 6 - 10</u> , 2005, by DAVID L. CARDIFF, CO-TRUSTEE OF THE CHARLES I. CARDIFF FAMILY TRUST.
	by british, controoted of the charles I, cardiff family 18051.
	BRADLEY S MOUSER
	Notary Public, State at Texas (
	Commission Exolar 7-26-00
	Notary Public, State of Texas
	PTATE OF 1
	STATE OF
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	COUNTY OF
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	This instrument was acknowledged before me on the 12 day of april , 2005,
	by BETTY ANN CARDIFF.
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	LINDA A. ANDERSON
	MY COMMISSION EXPIRES May 1, 2005 My Commission Expires May 1, 2005
	Notary Public, State of Tex 15
	STATE OF
	COUNTY OF (C/ /
	This instrument was acknowledged before me on theday of, 2005,
	by CONSTANCE ANN HARRIS SEGER, TRUSTEE OF THE HARRIS FAMILY GENERATION-
	SKIPPING TRUST.
	<u> </u>
	Notary Public, State of
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STATE OF Texas	
COUNTY OF Harris	
This instrument was acknowledged before n	ne on the <u>J 6444</u> day of <u>I/A 4-J4</u> , 2005, THE CHARLES I. CARDIFF FAMILY TRUST.
by DAVID E. CARDIFF, CO-TRUSTEE OF	THE CHARLES I. CARDIFF FAMILY TRUST.
BRADLEY, B. MOUSER	
(Notary Public, State of Texas	TZ MA
Commission Explica 7-20-08	Notary Public, State of Texas
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COUNTY OF	•
This instrument was acknowledged before my by BETTY ANN CARDIFF.	e on the 12 day of april , 2005,
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LINDA A. ANDERSON	Wa Continue
MY COMMISSION EXPIRES May 1, 2005	Notary Public, State of Tex 15
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COUNTY OF	
This instrument was acknowledged before me	e on the day of 2005,
SKIPPING TRUST.	STEE OF THE HARRIS FAMILY GENERATION-
	Notary Public, State of
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STATE OF	
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eounty of	
This instrument was acknowledged before n	ne on theday of, 2005, THE CHARLES I. CARDIFF FAMILY TRUST.
by PAYID U. CARDIFF, CO-TRUSTEE OF	THE CHARLES I. CARDIFF FAMILY TRUST.
	Notary Public, State of
· (//	
OTATE OF TEXAS	
STATE OF TEXAS	
COUNTY OF HARAS	<i>(</i> /
This instrument was acknowledged before m	e on the 25 day of March, 2005,
by BETTY ANN CARDIFF.	day of
7//	
SANDRA L. SCHMIDT	75
Notary Public, State of Texas My Commission Expires	Notary Public, State of
March 31, 2009	Typially Public, State of
\	
STATE OF	
COUNTY OF	(O)
 	
This instrument was acknowledged before me	e on theday of, 2005, ISTEE OF THE HARRIS FAMILY GENERATION-
SKIPPING TRUST.	STEE OF THE HARRISTAMILY GENERATION-
	Notary Public, State of
	Notary Public, State of
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COUNTY OF	
This instrument was acknowledged before me by DAVID-L. CARDIFF, CO-TRUSTEE OF T	e on theday of, 2005, THE CHARLES I. CARDIFF FAMILY TRUST.
	Notary Public, State of
STATE OF	
COUNTY OF	
This instrument was acknowledged before me by BETTY ANN CARDIFF.	on the, 2005,
	Material Distriction
_/	Notary Rublic, State of
(1)	
STATE OF	
COUNTY OF (((Garis)	
This instrument was acknowledged before me	on the 30 day of March , 2005, STEE OF THE HARRIS FAMILY GENERATION-
BKIPPING TRUST.	THE OF INCHARRISTAMILY GENERATION-
TAMMYE FOWLER Notary Public	Jammy towher
STATE OF TEXAS	Notary Public, State of Frage
My Comm. Eq. 08-11-2088	
	- *(_{\(\sqrt\)})

فالمال الماكات

STATE OF COUNTY OF This instrument was acknowledged before me on the day of power of the charles I. Cardiff Family Trust. Notary Public, State of Notary Public, State of day of power of the day of power of the charles I. Cardiff Family Trust. Notary Public, State of Notary Public, State of day of power of the day of powe		
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Notary Public, State of STATE OF COUNTY OF This instrument was acknowledged before me on the		
This instrument was acknowledged before me on the	STATE OF	
STATE OF	COUNTY OF	
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STATE OF	by DAVID-E. GARDIFF, CO-TRUSTEE OF THE	E CHARLES I. CARDIFF FAMILY TRUST.
STATE OF		
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This instrument was acknowledged before me on the		· · · · · · · · · · · · · · · · · · ·
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This instrument was acknowledged before me on the	STATE OF	
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STATE OF UCUS COUNTY OF (UCUS) This instrument was acknowledged before me on the day of Mayor 2005, by CONSTANCE ANN HARRIS SEGER, TRUSTEE OF THE HARRIS FAMILY GENERATION-SKIPPING TRUST.	This instrument was acknowledged before ma on	theday of, 2005,
STATE OF	by BETTY ANN CARDIFF.	
STATE OF		
STATE OF		
This instrument was acknowledged before me on the day of the constance ann harris seger, Trustee of the harris family generation-skipping trust. Tammye fowler Tammye fowler		Notary Rubilic, State of
This instrument was acknowledged before me on the day of the constance ann harris seger, Trustee of the harris family generation-skipping trust. Tammye fowler Tammye fowler		
This instrument was acknowledged before me on the day of day of high points, 2005, by CONSTANCE ANN HARRIS SEGER, TRUSTEE OF THE HARRIS FAMILY GENERATION-SKIPPING TRUST. TAMMYE FOWLER Many Page 1	STATE OF	
TAMMYE FOWLER Amnus Laula C	COUNTY OF ((GRAIN)	(O)
TAMMYE FOWLER Amnus Laula C	This instrument was acknowledged before me on the	he 30 dayof Wardh 2005
TAMMYE FOWLER CAMPUS FUNDA	by CONSTANCE ANN HARRIS SEGER, TRUSTE	E OF THE HARRIS FAMILY GENERATION-
Notary Public	SKIPPING I RUST.	
Notary Public	NAMES AND ASSESSMENT OF THE PROPERTY OF THE PR	CAN SA
('(STATE OF TEXAS NOTARY PUBLIC, States 1919	Notary Public	
	STATE OF TEXAS	Notary Public, Stateor 1000
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بما للعالم والمسارة ومسال مجهورات وقائد المستوياتين التبدوا ويوادي يبار والرزيا

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COUNTY OF		
This instrument was acknowledged before me of by BILLY HARRIS WENDT.	on theday of	, 2005,
	Notary Public, State of	
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STATE OF PARTY		
This instrument was acknowledged before me o	actor Manal	
by LESLIE JANET CARDIFF SISK.	n the <u>AT</u> dayof <u>////////</u>	<u>/</u> , 2005,
MARY ESTELLE HERNANDEZ	The CHIXI	N. C. C.
NOTARY PUBLIC STATE OF TEXAS Comm. Exp. 08-15-2005	Notary Public State of TEX	AS AS
STATE OF		
COUNTY OF		
This instrument was acknowledged before me on by CYNTHIA JEAN CARDIFF.	the day of	, 2005,
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COUNTY OF
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Notary Public, State of
STATE OFCOUNTY OF
This instrument was acknowledged before me on theday of, 2005, by LESLIE JANET CARDIFF SISK.
Notary Public, State of
STATE OF LEXAL COUNTY OF Harris
This instrument was acknowledged before me on the gray of March, 2005, by CYNTHIA JEAN CARDIFF.
MARY ESTELLE HERNANDEZ NOTARY PUBLIC STATE OF TEXAS Comm. Exp. 08-15-2005 MARY ESTELLE HERNANDEZ Notary Public, State of POXAS
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SPATE OF
COUNTY OF
This instrument was acknowledged before me on the day of, 2005, by BILLY HARRIS WENDT.
Notary Public, State of
STATE OF TOWNS COUNTY OF HARRYS
This instrument was acknowledged before me on the 24 day of March, 2005, by LESLIE JANET CARDIFF SISK.
MARY ESTELLE HERNANDEZ NOTARY PUBLIC STATE OF TEXAS Comm. Exp. 08-15-2005 Notary Public; State of
STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of, 2005, by CYNTHIA JEAN CARDIFF.
Notary Public, State of
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STATE OF
COUNTY OF
This instrument was acknowledged before me on the 13-day of APRIL . 2005, by JIMMY EUGENE CARDIFF.
FRANK VECERA Notary Public STATE OF TEXAS My Commission Expires 04/30/2008 Public, State of TX
STATE OF PAYKIS
This instrument was acknowledged before me on the 24 day of March, 2005,
by TOMMY CROMWELL CARDIFE DATE OF THE
MARY ESTELLE HERNANDEZ NOTARY PUBLIC STATE OF TEXAS Comm. Exp. 08-15-2005 Comm. Exp. 08-15-2005
STATE OF TOLLS
COUNTY OF Williamson
This instrument was acknowledged before me on the 28 day of Macol, 2005, by DEBORAH IRENE CARDIFF DANTIN.
Notary Public, State of Ptotal Notary Public, State of AUGUST 8, 2007
PATRICIA L. PULLIAM Notiny Public, State of Tomas My Commission Expine AUQUET 0, 2007
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STATE OF TEXAS	
CEOUNTY OF FT. BEND	
This instrument was acknowledged before me on the 30 day of moul, 2005, by KIM, CHERIE THOMPSON.	
CHRISTOPHER H. MANEZ NOTÂRY PUBLIC STATE OF TEXAS My Commission Deplies 08-07-2008 Notary Public, State of TEXAS	
STATE OFCOUNTY OF	
This instrument was acknowledged before the on the day of, 2005, by LES DAVID CARDIFF.	
Notary Public, State of	
STATE OF Texas	
COUNTY OF Fage He	
This instrument was acknowledged before me on the 2 th day of Marce, 2005, 2005, by HAL VICTOR CARDIFF, JR.	
	i.*
This instrument was acknowledged before me on the 2th day of March 2005, by HAL VICTOR CARDIFF, JR. LILLIAN K. LANDRY Notary Public, State of Toxas My Commission Expires AUGUST 22, 2005 Notary Public, State of Toxas AUGUST 22, 2005	-
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Notary Public, State of

Notary Public in and for

2005,

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This instrument was acknowledged before me on the 28 day of 40	. 110
by TERRI LYNN GUIDRY.	1.00) , 2005,
TERRY CARBITE	A Company of the Comp
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	Marce
Notary Public, State of	
	MAKGAREKSOBSTEL
	A Notary Public in and for the Province of Alberta
STATE OF	11th pender (
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COUNTY OF	•
This instrument was acknowledged before me on the day of by REBECCA CARDIFF MCGOODWIN.	2005
by REBECCA CARDIFF MCGOODWIN.	
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Notary Public, State of	
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COUNTY OF	
This instrument was acknowledged before me on the day of by DAVID LEROY CARDIFF.	, 2005,
by DAVID LEROT CARDIFF.	
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Notary Public, State of	
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This instrument was acknowledged before me on by REBECCA CARDIFF MCGOODWIN.	thedayof	, 2005,
by REBECCA CARDIFF MCGOODWIN.	^	<u> </u>
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· ,	Notary Public, State of	
STATE OF TAKES		
COUNTY OF Harris		
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This instrument was acknowledged before me on by DAVID LEROY CARDIFF.	the sixt day of ma-ch	_, 2005,
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BRADLEY S. MOUSER Notary Public, State of Texas	- BY CAN	
Commission Expires 7-26-08	Notary Public State of The case	
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SPATE OF Texas	
COUNTY OF Harris	
This instrument was acknowledged before me on the by CHARLES GROMWELL CARDIFF II.	the <u>Jleth</u> day of <u>Manney</u> , 2005,
BRADLEY-S. MOUSER Notary Public, State of texas Commission Explices 7-20-08	Notary Public, State of Texas
STATE OF	
This instrument was acknowledged before me on the by SHIRLEY DIANE CARDIFF DITCHMAN.	nedayof, 2005,
	Notary Public, State of
STATE OF	
COUNTY OF	
This instrument was acknowledged before me on th	dayof , 2005,
by WAYNE CHANDLER CARDIFF.	· · · · · · · · · · · · · · · · · · ·
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by Charles Ordivialed Cardiff II.	
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	Notary Public, State of
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STATE OF TEXAS	
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	on the 28 day of March, 2005,
I his instrument was acknowledged before me o	on the <u>Ab</u> day of <u>Shark</u> , 2005,
by SPIRCET DIANE CARDIFF DITCHMAN.	\wedge
SANDRA L. SCHMIDT Notary Public, State of Texas My Commission Expires	Start Land
My Commission Expires March 31, 2009	Notary Public, State of
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STATE OF TEXAS	<u> </u>
COUNTY OF HARRIS	
	and See June 200
This instrument was acknowledged before me o	nthe day of March, 2005,
by WAYNE CHANDLER CARDIFF.	
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	J. J. S.
SANDRA L. SCHMIDT Notary Public, State of Texas	Notary Public State of Schmide
My Commission Expires March 31, 2009	Notary Public State of
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STATE OF	
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COUNTY OF HARRIS	
This instrument was acknowledged before me on the 28 by SHIRLEY DIANE CARDIFF DITCHMAN.	day of <u>March</u> , 2005,
SANDRA L. SCHMIDT Notary Public, State of Texas My Commission Expires March 31, 2009 Notary Pub	olic, State of
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This instrument was acknowledged before me on the by WAYNE CHANDLER CARDIFF.	dayof March, 2005,
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STATE OF TEXAS	
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This instrument was acknowledged before me on theday of, 2005, by WILLIAM PRIESTER CARDIFF, JR	
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COUNTY OF	
This instrument was acknowledged before me on the day of, 2005,	
by VICTORIA PAGE CARDIFF.	
Notary Public, State of	
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STATE OF LEXALE)
COUNTY OF Harris
This instrument was acknowledged before me on the 20th day of March, 2005, by WILLIAM PRIESTER CARDIFF, JR
E. DIANE COX Notary Public, State of Texas My Commission Expires May 09, 2007 Notary Public, State of Texas Notary Public, State of Texas
STATE OF Texas
COUNTY OF Harris
This instrument was acknowledged before me on the day of March, 2005,
by VICTORIA PAGE CARDIFF.
E. DIANE COX Notary Public, State of Texas My Commission Expires May 09, 2007 Notary Public, State of Texas Notary Public, State of Texas
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E. DIANE COX Notary Public, State of Texas My Commission Expires May 09, 2007	Notary Public, State of <u>Texas</u>
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This instrument was acknowledged before me by VICTORIA PAGE CARDIFF.	on the day of March, 2005,
by VIOTORIA! AGE GARBIIT.	
E. DIANE COX	
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E. DIANE COX Notary Public State on Texas May 09, 2007	Notary Public, State of Texas
STATE OF TEXAS	
This instrument was acknowledged before me or by GEORGE H. CARDIFF.	nthe <u>alothay of March</u> , 2005,
SHARON NEWMAN WHITE Notary Public, State of Texas My Commission Expires November 06, 2007	Sharon Newman White Notary Public, State of Texas
STATE OF TEXAS	
COUNTY OF Waller	
This instrument was acknowledged before me on by CANDACE ANN LATHAM.	the 26 day of March, 2005,
SHARON NEWMAN WHITE Notary Public, State of Texas My Commission Expires November 06, 2007	Sharon Nauman White Notary Public, State of Texas
Marine Novamber 60, 2007	
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STATE OF TEXAS
COUNTY OF Harris
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by ETTA ELAINE KUCHENBECKER.
ENDIANE BOX
Notary Public State of Texas My Commission Expires
Notary Public, State of Texas
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by MARY DORIS CARDIFF,"
E. DIANE COX Notary Public, State of Texas My Commission Expires E. Diane Corl
May 09, 2007 Notary Public, State of Texas
STATE OF TEXAS
COUNTY OF Harris
This instrument was acknowledged before me on the 29th day of March, 2005,
by BETTY CARDIFF.
E. DIANE COX
Notary Public, State of Texas My Commission Expires May 09, 2007 Notary Public, State of Texas Notary Public, State of Texas
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country of Harris
This instrument was acknowledged before me on the 29th day of March , 2005, by SHERYL PAYE DOWNING.
Notary Public, State of Texas My Commission Expires Mory 09, 2007 Notary Public, State of Texas Notary Public, State of Texas
STATE OF Texas
COUNTY OF Harris
This instrument was acknowledged before me on the 27th day of March, 2005, by ROBIN RENE CARDIFFFULLER
E. DIANE COX Notary Public, State of Texas My Commission Expires May 09, 2007 Notary Public, State of Texas
STATE OF Texas
COUNTY OF Harris
This instrument was acknowledged before me on the tay of April , 2005,
by DONNA KAY KNOX.
E. DIANE COX
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STATE OF Lexas
COUNTY OF Harris
This instrument was acknowledged before me on the <u>19th</u> day of <u>March</u> , 2005, by SHERYL PAYE DOWNING.
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Notary Public, State of Texa5
STATE OF TEXAS
COUNTY OF Harris
This instrument was acknowledged before me on the 27th day of March, 2005, by ROBIN RENE CARDIFFFULER
by ROBIN RENE CARDIFFFULER
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COUNTY OF Austin	
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This instrument was acknowledged before me on the day of by BETTY ANN CARDIFF.	_, 2005,
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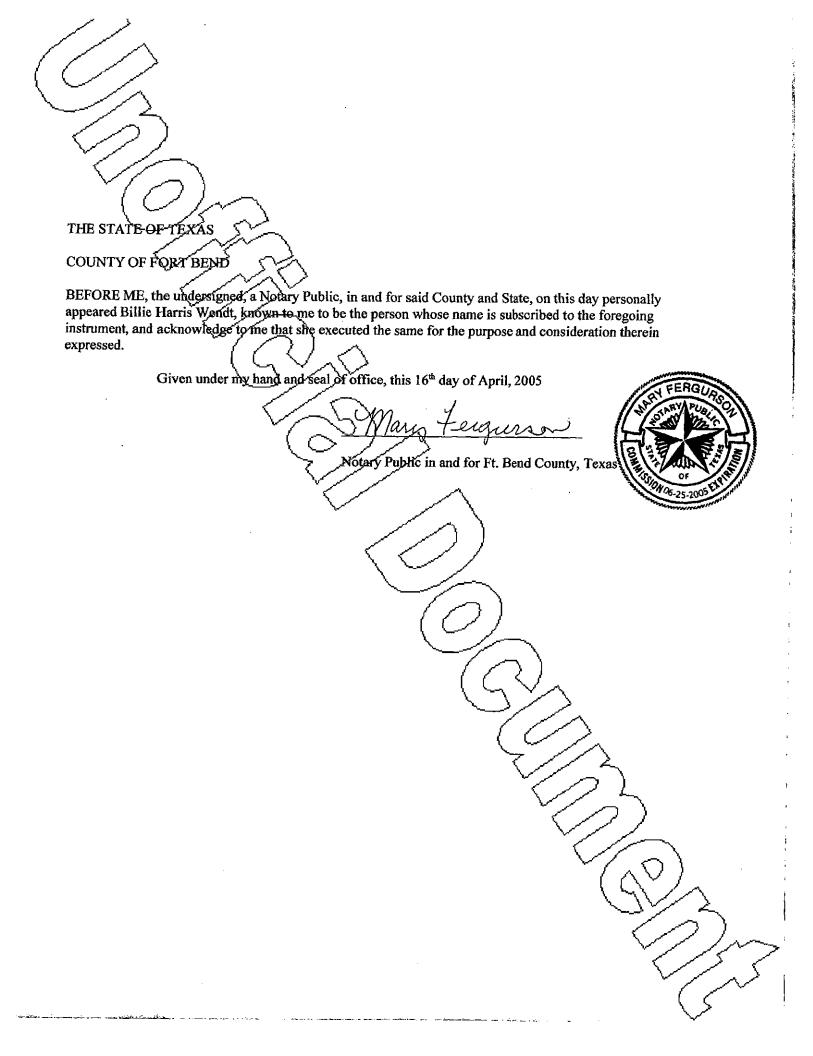
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This instrument was acknowledged before me of by TOM C. CARDIFF.	on theday of	, 2005,
	• •	
	Notary Public, State of	
STATE OF June		·
COUNTY OF Janis		
This instrument was acknowledged before me or by HAL V. CARDIFF.	n the 7+6 day of Opril	_, 2005,
LINDA C. MITCHELL Notary Public, State of Texas My Commission Expires August 30, 2007	Longe Millelle Notary Public, State of Jesus	<i>!</i>
STATE OF		
COUNTY OF		
This instrument was acknowledged before me or by BETTY ANN CARDIFF.	the day of	_, 2005, .
	Notary Public, State of	
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	Trotally Fublic, State of
	STATE OF June 1
	COUNTY OF Lavin
	This instrument was acknowledged before me on the 7+6 day of Opil, 2005,
	by HAL V. CARDIFF.
	LINDA C. MITCHELL Notary Public, State of Texas My Commission Expires August 30, 2007 August 30, 2007 August 30, 2007
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b	by BETTY ANN CARDIFF.
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	This instrument was acknowledged before me on the day of, 2005, by HAL V. CARDIFF.
	Notary Public, State of
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	This instrument was acknowledged before me on the 12 day of april , 2005. by BETTY ANN CARDIFF.
	LINDA A. ANDERSON MY COMMISSION EXPIRES May 1, 2006 Notary Public, State of Texas
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by HAL V. CARDIFF.	,	.000,
Notary Public	State of	
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COUNTY OF HARRIS	- has	
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SANDRA L. SCHMIDT Notary Public, State of Texas My Commission Expires Notary Public,	L Show	
My Commission Expires My Commission Expires Notary Public, March 31, 2009	State or	··
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This instrument was acknowledged before by BETTY ANN CARDIFF.	e me on the 28 d	ayor Mach	, 2005,
SANDRA L. SCHMIDT Notary Public, State of Texas My Commission Expires March 31, 2009	Notary Public	Siste of Salam	
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THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Amilee Wendt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 16th day of April, 2005

-1/ary terguiso

Notary Public in and for Ft. Bend County,

FERGURSON OF STREET

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Jackie Wendt Dienna, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 16th day of April, 2005

Notary Public in and for Ft. Bend County,

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Laurel Wendt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 16th day of April, 2005

Notary Public in and for Ft. Bend County, Te