

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

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarron Section 36 - Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 11-02-2016

City Secretary

Processed
 Returned for additional data

BY: [Signature] DATE: 10-17-2016

Planning Commission Review

Approved
 Returned for additional data

BY: _____ DATE: _____

City Council Review

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: 10/14/2016 Date Received by the City of Fulshear: 10-17-2016

Subdivision: TAMARRON SECTION 36 Development: TAMARRON

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 23.184 ACRES IN THE J.D. VERMILLION SURVEY, A-339

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

Total Acreage: 23.184
 Number of Streets: 6
 Number of Lots: 103
 Number and Types of Reserves: 4
 Total Acres in Reserve: 1.382

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

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

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$1,594.60</u>
Park Fees (due at Final Plat Application)	_____

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

 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE
 Geoff Freeman / Platting Manager 10-13-2016

November 2, 2016

Engineering Review

Final Plat - Tamarron Section 36
City of Fulshear, Texas

For Information only:

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

Recommendations:

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

A handwritten signature in cursive script, appearing to read "Clay & Leyendecker".

**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 36 (Proposed Plat)

Being 23.184 acres of land located in the J. D. Vermillion Survey, Abstract 339, Fort Bend County, Texas, more particularly being a portion of that certain called 686.0183 acre tract (described as Tract I) conveyed to D.R. Horton – Texas, LTD by an instrument of record under File Number 2013000056 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 23.184 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 1-inch iron pipe found for the northwest corner of said 686.0183 acre tract, same being an angle corner on the south line of that certain called 1,352.43 acre tract conveyed to Fort Bend Jordan Ranch LP by an instrument of record under File Number

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 $87^{\circ} 51' 41''$ East, along the north line of said 686.0183 acre tract and a south line of said 1,352.43 acre tract, 100.00 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North $87^{\circ} 51' 41''$ East, continuing along the north line of said 686.0183 acre tract and a south line of said 1,352.43 acre tract, 899.85 feet to a point for corner, 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, South $02^{\circ} 08' 19''$ East, departing the north line of said 686.0183 acre tract and a south line of said 1352.43 acre tract, along the west line of said 4.0000 acre tract, 457.42 feet to a point for corner, same being the southwest corner of said 4.0000 acre tract;

Thence, North $87^{\circ} 51' 41''$ East, along the south line of said 4.000 acre tract, 320.00 feet to a point for corner;

Thence, South $02^{\circ} 08' 39''$ East, departing the south line of said 4.0000 acre tract, 194.81 feet to a point for corner;

Thence, South $72^{\circ} 27' 26''$ East, 289.49 feet to a point for corner, the beginning of a curve;

Thence, 26.11 feet along the arc of a non-tangent curve to the left, having a radius of 530.00 feet, a central angle of $02^{\circ} 49' 21''$, and a chord which bears South $23^{\circ} 23' 09''$ West, 26.11 feet to a point for corner;

Thence, South $21^{\circ} 58' 28''$ West, 74.40 feet to a point for corner, the beginning of a curve;

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

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

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

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

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

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

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

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

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

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

1. Deed Restrictions:

None of record.

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

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

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

Easement for access strips and Well Site No. 1 as described in Modification to 1986 Agreement recorded in Document No. 2005052339, as affected by instrument executed by D. R. Horton-Texas, Ltd., recorded in Document No. 2014100229 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, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,

A handwritten signature in black ink that reads "Walker" with a long horizontal flourish extending to the right.

Tatanisha Walker
DHI Title of Central Texas



September 16, 2016

Ashley Fuller
Project Coordinator

LJA Engineering | We Build Civilization

West Houston
P: 713.953.5200

Re: Preliminary Plat of Tamarron Section 36

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated September 16, 2016

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

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "David Miller". The signature is written in a cursive style with a long horizontal line extending from the end.

David Miller
Engineering Tech



April 29, 2015

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Preliminary Plat of Tamarron Section 36

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated April 20, 2015.

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

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

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

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

If there are any questions, please contact Crystal Shrader at 713.207.0430 or Sandra Goodall at 713.207.6347.

Sincerely,

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

Crystal Shrader
Right of Way Agent

C: Ashley Fuller <afuller@ljaengineering.com>

PLR15.152

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 Sec 57 Final Plat

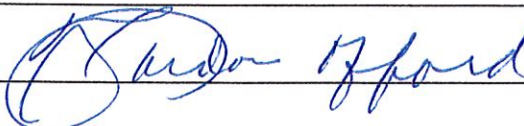
City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 11-02-2016

City Secretary

Processed
 Returned for additional data

BY:  DATE: 10-17-2016

Planning Commission Review

Approved
 Returned for additional data

BY: _____ DATE: _____

City Council Review

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: 10-11-2016 Date Received by the City of Fulshear: 10-14-2016
 Subdivision: Tamarron Sec. 57 Development: Tamarron

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 5.775 Acres of land in the A.J.D. Vermillion Survey Abstract 339, Fort Bend County, Texas

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

Total Acreage: 5.775
 Number of Streets: 1
 Number of Lots: 8
 Number and Types of Reserves: 5 - Landscape/open space/drainage/pipeline
 Total Acres in Reserve: 2.648

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

Engineer/Planner: LJA Engineering, Inc.
 Contact Person: Geoff Freeman
 Telephone: 713-358-8830
 Fax Number: 713-953-5206
 Email Address: gfreeman@ljaengineering.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	<u>\$684.38</u>
Park Fees (due at Final Plat Application)	<u>N/A</u>

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

MAZ Geoff Freeman / Platting Manager 10-11-2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

November 2, 2016

Engineering Review

Final Plat
Tamarron Section 57
Fort Bend County, Texas

For Information only:

1. This plat will create eight (8) Lots with five (5) Reserves in one (1) Block with a total acreage of 5.775 acres.
2. A typical lot in this section is 60 foot by 165 foot with a 20-foot Front Building Line.
3. This plat is located in the E.T.J. of the City of Fulshear and will need approval of both the City and Fort Bend County.

Recommendations:

I recommend that this Final Plat of Tamarron Section 57 be approved as submitted.



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

CITY PLANNING LETTER

April 21, 2015

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 17th day of April, 2015, 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 57 (Proposed Plat)

Being 5.775 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 (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 5.775 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, Epoch 2010.00);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the north corner of Tamarron Sec 1, a subdivision of record in Plat Number 20140153, of the Plat Records of said Fort Bend County, Texas, (F.B.C.P.R.), said point being on the east line of said 686.0183 acre tract and being on the common survey line of the A. G. Sharpless Survey,

Abstract 322 and said J. D. Vermillion Survey, from which a 1-inch pinched top pipe found for the southeast corner of said 686.0183 acre tract and on the common line of said J. D. Vermillion Survey, and the Micajah Autrey Survey, Abstract 100, bears South 01° 48' 10" East, 1,071.37 feet;

Thence, South 50° 29' 06" West, along the northwest line of said Tamarron Sec 1, 992.43 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the westerly corner of said Tamarron Sec 1, said point being on the northerly right-of-way line of Tamarron Parkway (100' wide) as shown on said Tamarron Sec 1, beginning of a curve;

Thence, along said right-of-way line, 380.58 feet along the arc of a non-tangent curve to the right, having a radius of 1,950.00 feet, a central angle of 11° 10' 57", and a chord which bears North 66° 01' 34" West 379.98 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the beginning of a compound curve;

Thence, continuing along said right-of-way line, 196.50 feet along the arc of a tangent curve to the right, having a radius of 132.00 feet, a central angle of 85° 17' 38", and a chord which bears North 17° 47' 16" West 178.85 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the easterly right-of-way line of Tamarron Trace (100' wide), as shown on said Tamarron Sec 1, the beginning of a reverse curve;

Thence, along said right-of-way line, 260.14 feet along the arc of a tangent curve to the left, having a radius of 2,060.00 feet, a central angle of 07° 14' 08", and a chord which bears North 21° 14' 29" East 259.97 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the southwest corner of Tamarron Sec 2 a subdivision of record in Plat Number 20140155, F.B.C.P.R.;

Thence, departing said right-of-way line and along the southwesterly line of said Tamarron Sec 2 the following six (6) courses:

1. South 72° 22' 35" East, 20.02 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking an angle point;
2. South 60° 42' 52" East, 177.90 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking an angle point;

3. North 88° 34' 55" East, 113.08 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking an angle point;
4. South 03° 56' 58" East, 126.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking an angle point;
5. South 34° 46' 54" East, 168.46 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking an angle point;
6. South 39° 29' 26" East, 30.00 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the south corner of said Tamarron Sec 2;

Thence, North 50° 30' 34" East, along the southeasterly line of said Tamarron Sec 2, 853.85 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the southeast corner of said Tamarron Sec 2, in the east line of the aforementioned 686.0183 acre tract;

Thence, South 01° 48' 10" East, along the east line of said 686.0183 acre tract, 101.11 feet to the POINT OF BEGINNING and containing 5.775 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):

Pipeline Easement to Texas Illinois Natural Gas Pipeline Company recorded in Volume 275, Page 232, amended in Volume 411, Page 61, of the 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.

1' reserve dedicated in fee to the City as a buffer separation, conditioned that when the adjacent property is subdivided by a recorded subdivision plat the 1' reserve shall thereupon become vested in the public for street right of way purposes, adjacent to Tamarron Parkway and Tamarron Trace, created by the plat of TAMARRON SECTION 1, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20140153 of the Plat Records of Fort Bend County, Texas.

10' sanitary sewer easement, 15' sanitary sewer easement, storm sewer easement and 15' water line easement created by the plat of TAMARRON SECTION 1, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20140153 of the Plat Records of Fort Bend County, Texas.

5' water line easement created by the plat of TAMARRON SECTION 2, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20140155 of the Plat Records of Fort Bend County, Texas.

3. Lien Holders: None of record.

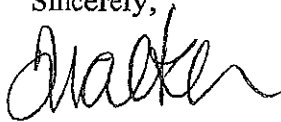
No examination has been made as to oil, gas or other minerals, or documents affecting the title thereto, abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

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.

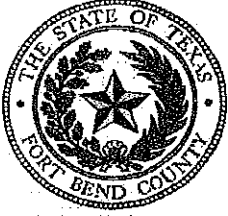
This letter is issued with the express understanding, evidenced by the acceptance thereof, that Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor warranty of title.

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, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,

A handwritten signature in black ink, appearing to read "Tatanisha Walker". The signature is fluid and cursive, written over the word "Sincerely,".

Tatanisha Walker
DHI Title of Central Texas



REVIEW FORM

On May 12, 2015 the Fort Bend County Drainage District reviewed the:

1. Plans Tamarron Section 57 (Signed and Sealed 4/7/15)
-
2. Plat Tamarron Section 57
-
3. Permit
-

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

The proposed minimum slab elevation of 144.50' above m.s.l. appears to meet the minimum requirements of *Fort Bend County Regulations of Subdivisions, Sec. 4.16* as shown in the attached "Minimum Slab Elevation Analysis". Tamarron Section 57 lies within Fort Bend County Municipal Utility District No. 182. The attached approval letter from the FBCMUD No. 182 engineer acknowledges drainage facilities, including detention capacity and outfall, are currently available or under design to serve this subdivision and will be constructed prior to any slabs being poured.

Reviewed by: Neil J. Horvath

Mark Vajda
Signature of Department Head

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

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

April 7, 2015

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

Re: Preliminary Plat of Tamarron Section 57

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 March 27, 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



April 1, 2015

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Preliminary Plat of Tamarron Section 57

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated March 27, 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,

A handwritten signature in purple ink that reads "LaWanda J. Grant".

LaWanda Grant, SR/WA
Senior Right of Way Agent

C: Ashley Fuller <afuller@ljaengineering.com>

PLR15.106

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 Detention and Water Quality Basins /
Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 11-02-2016

City Secretary

Processed
 Returned for additional data

BY: ku DATE: 10-21-2016

Planning Commission Review

Approved
 Returned for additional data

BY: _____ DATE: _____

City Council Review

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: 10/14/2016 Date Received by the City of Fulshear: _____

Subdivision: CROSS CREEK RANCH DETENTION & WATER QUALITY BASINS Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: 158.99 ACROSS OF LAND IN THE ENOCH LATHAM JR SURVEY, A-50, , AUTREY SRUVEY, A-100, MORRIS CUMMINGS SURVEY, A-294 & J.W. SCOTT SURVEY, A-321

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

Total Acreage: 158.99
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1
 Total Acres in Reserve: 158.99

Owner: FORT BEND COUNTY M.U.D. NO. 169
 Address: 3200 SOUTHWEST FWY, STE. 2600
 City/State: HOUSTON, TX 77027
 Telephone: 713-860-6400
 Email Address: _____

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

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	\$4,474.75
Park Fees (due at Final Plat Application)	_____

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

Trey Devillier **TREY DEVILLIER** 10/14/2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

November 2, 2016

Engineering Review

Final Plat
Cross Creek Ranch Detention & Water Quality Basins
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat creates four (4) Reserves that cover a total of 158.99 acres which are used as detention ponds and/or water quality basins,
2. These detention ponds are partially located in four different surveys and abstracts along with both Katy ISD and Lamar ISD.
3. The detention ponds are owned and will be maintained by Fort Bend County MUD 169.
4. This same plat was submitted and approved in 2013.

Recommendations:

I recommend that this Final Plat of the Cross Creek Ranch Detention & Water Quality Basins be approved.



stewart title

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

October 20, 2016

File No.: 1690418CPL

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 13th day of October, 2016, the last Deed that we find, of record, reflects the record owner to be:
Fort Bend County Municipal Utility District No. 169 by virtue of Deed recorded in/under Clerk's File No. 2012013114, 2009060268, 2009060269, 2012092152, 2016072942, 2016073093 of the Official Records of Fort Bend County, Texas.

Legal Description:

Tract One
DESCRIPTION OF A 61.84 ACRE TRACT OF LAND SITUATED IN
THE ENOCH LATHAM JR. SURVEY, ABSTRACT NO. 50,
THE MORRIS CUMMINGS SURVEY, ABSTRACT NO. 294,
THE M. AUTREY SURVEY, ABSTRACT NO. 100
AND THE J. W. SCOTT SURVEY, ABSTRACT NO. 321
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 61.84 acre tract of land situated in the Enoch Latham Jr. Survey, Abstract No. 50, the Morris Cummings Survey, Abstract No. 294, the M. Autrey Survey, Abstract No. 100 and the J. W. Scott Survey, Abstract No. 321, City of Fulshear, Fort Bend County, Texas, and being all of a called 8.684 acre tract, a called 52.79 acre tract and a called 0.3655 acre tract of land, all being described in a deed to Fort Bend County Municipal Utility District No. 169, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2009060268, said 61.84 acre tract described as follows;

BEGINNING at a 1/2-inch iron pipe with cap stamped BROWN & GAY found for the northeast corner of LAKES OF CROSS CREEK RANCH SECTION TWO a subdivision plat recorded under Plat No. 20090044 of the Fort Bend County Plat Records (F.B.C.P.R.) lying in the south right-of-way line of Enchanted Lakes Lane (60 feet wide) as shown on LAKES OF CROSS CREEK RANCH SECTION ONE, a subdivision plat recorded under Plat No. 20130167 of the F.B.C.P.R., and being the northwest corner of the herein described tract;

THENCE, N 59° 51' 57" E, along and with the southeasterly right-of-way line of said Enchanted Lakes Lane, same being a northwesterly line of said 8.684 acre tract, a distance of 249.83 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of Reserve "B" of said LAKES OF CROSS CREEK RANCH SECTION ONE, lying on a non-tangent curve to the left from which its center bears N 57° 42' 16" E, 222.00 feet;

THENCE, along and with the common line of said Reserve "B", said 8.684 acre and said 52.79 acre tracts the following courses and distances:

In a Southeasterly direction along a curve to the left, a distance of 210.91 feet, having a radius of 222.00 feet, a central angle of 54° 26' 03" and a chord which bears S 59° 30' 45" E, 203.07 feet to a

1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Southeasterly direction along a curve to the right, a distance of 107.23 feet, having a radius of 113.00 feet, a central angle of 54° 22' 11" and a chord which bears S 59° 32' 41" E, 103.25 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found point for the point of reverse curvature to the left;

In a Southeasterly direction along a curve to the left, a distance of 114.16 feet, having a radius of 107.00 feet, a central angle of 61° 07' 45" and a chord which bears S 62° 55' 28" E, 108.82 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 86° 30' 39" E, a distance of 173.34 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northeasterly direction along said curve to the left, a distance of 173.70 feet, having a radius of 112.00 feet, a central angle of 88° 51' 44" and a chord which bears N 42° 04' 47" E, 156.81 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 87° 50' 41" E, a distance of 61.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northeasterly direction along said curve to the left, a distance of 322.07 feet, having a radius of 207.00 feet, a central angle of 89° 08' 44" and a chord which bears N 43° 16' 19" E, 290.55 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 01° 18' 03" W, a distance of 181.15 feet to a point for corner;

In a Northerly direction along said curve to the right, a distance of 74.24 feet, having a radius of 193.00 feet, a central angle of 22° 02' 21" and a chord which bears N 09° 43' 08" E, 73.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Northerly direction along said curve to the left, a distance of 10.34 feet, having a radius of 257.00 feet, a central angle of 02° 18' 19" and a chord which bears N 19° 35' 09" E, 10.34 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in the north line of the herein described tract;

N 82° 27' 43" E, a distance of 9.81 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in the north line of the herein described tract;

N 71° 26' 30" E, a distance of 178.19 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a non-tangent curve to the left, from which its center bears N 05° 07' 33" W, 545.00 feet;

In an Northeasterly direction along a curve to the left, a distance of 158.77 feet, having a radius of 545.00 feet, a central angle of 16° 41' 29" and a chord which bears N 76° 31' 43" E, 158.21 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 68° 10' 58" E, a distance of 7.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northerly northeast corner of the herein described tract and said 52.79 acre tract, and lying on the northwest line of Reserve "C" of LAKESIDE AT CROSS CREEK RANCH, a subdivision plat recorded under Plat No. 20070237 of the F.B.C.P.R.;

THENCE, along and with the common line of said LAKESIDE AT CROSS CREEK RANCH and said 52.79 acre tract the following courses and distances:

S 21° 49' 02" E, a distance of 3.71 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 23° 35' 18" W, a distance of 110.23 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 17° 53' 38" W, a distance of 142.07 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 09° 23' 07" W, a distance of 136.07 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 11° 45' 42" W, a distance of 116.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 23° 52' 42" W, a distance of 111.68 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 36° 50' 00" W, a distance of 111.68 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 49° 45' 34" W, a distance of 111.21 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 64° 15' 10" W, a distance of 196.42 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 47° 17' 34" W, a distance of 90.59 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 10° 23' 48" W, a distance of 141.27 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 23° 07' 24" E, a distance of 174.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 63° 20' 35" E, a distance of 143.97 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 86° 20' 25" E, a distance of 128.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 45° 13' 07" E, a distance of 197.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 66° 24' 51" E, a distance of 106.32 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 80° 43' 50" E, a distance of 115.49 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 84° 50' 15" E, a distance of 114.44 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 74° 59' 01" E, a distance of 216.95 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 58° 58' 32" E, a distance of 143.98 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 21° 21' 11" E, a distance of 213.84 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 19° 54' 14" E, a distance of 256.71 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 25° 24' 12" E, a distance of 126.14 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 19° 09' 28" E, a distance of 125.04 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 12° 10' 58" E, a distance of 110.58 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 57° 55' 48" E, a distance of 17.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northerly northeast corner of the herein described tract, lying on the southwesterly right-of-way line of Skycreek Crossing Lane (60-foot wide) as shown on said LAKESIDE AT CROSS CREEK RANCH;

S 32° 04' 12" E, along and with said southwesterly right-of-way line, a distance of 27.70 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Southeasterly direction along said curve to the left, a distance of 287.93 feet, having a radius of 780.00 feet, a central angle of 21° 09' 01" and a chord which bears S 42° 38' 42" E, 286.30 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right, same being the west corner of the intersection of said Skycreek Crossing Lane and Cross Creek Bend Lane (100 feet wide) as shown on CROSS CREEK RANCH STREET DEDICATION, a subdivision plat recorded under Plat No. 20070235 of the F.B.C.P.R.;

THENCE, In a Southeasterly direction along said curve to the right, a distance of 36.65 feet, having a radius of 25.00 feet, a central angle of 83° 59' 22" and a chord which bears S 11° 13' 32" E, 33.45 feet to the point of reverse curvature to the left, lying on the west right-of-way line of said Cross Creek Bend Lane;

THENCE, along and with the common line of said west right-of-way and the southeasterly line of said 52.79 acre tract the following courses and distances:

In a Southwesterly direction along a curve to the left, a distance of 1,223.75 feet, having a radius of 5,050.00 feet, a central angle of 13° 53' 03" and a chord which bears S 23° 49' 38" W, 1,220.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 16° 53' 06" W, a distance of 167.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Southwesterly direction along said curve to the right, a distance of 562.47 feet, having a radius of 1,250.00 feet, a central angle of 25° 46' 54" and a chord which bears S 29° 46' 33" W, 557.74 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of compound curvature to the right;

In a Southwesterly direction along a curve to the right, a distance of 24.31 feet, having a radius of 25.00 feet, a central angle of 55° 42' 12" and a chord which bears S 70° 31' 06" W, 23.36 feet to a

1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southeast corner of Reserve "B", THE COVE AT CROSS CREEK RANCH, a subdivision plat recorded under Plat No. 20070236 of the F.B.C.P.R., and being the north corner of the intersection of said Cross Creek Bend Lane and Lakeshore Lagoon Drive (60 feet wide) as shown on said THE COVE AT CROSS CREEK RANCH;

THENCE, along and with the common line of said Reserves "A" and "B" of said THE COVE AT CROSS CREEK RANCH and said 52.79 acre tract, the following courses and distances:

N 44° 45' 36" W, a distance of 90.35 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found point for corner;

N 45° 11' 53" E, a distance of 5.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found point for corner;

N 44° 45' 36" W, a distance of 34.14 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Northwesterly direction along said curve to the right, a distance of 226.39 feet, having a radius of 160.00 feet, a central angle of 81° 04' 12" and a chord which bears N 04° 13' 30" W, 207.97 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 36° 18' 36" E, a distance of 84.11 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northeasterly direction along said curve to the left, a distance of 192.49 feet, having a radius of 545.00 feet, a central angle of 20° 14' 13" and a chord which bears N 26° 11' 29" E, 191.50 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 16° 04' 23" E, a distance of 64.17 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Northeasterly direction along said curve to the right, a distance of 82.48 feet, having a radius of 1,455.00 feet, a central angle of 03° 14' 53" and a chord which bears N 17° 41' 50" E, 82.47 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 19° 19' 16" E, a distance of 63.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northwesterly direction along said curve to the left, a distance of 647.67 feet, having a radius of 210.00 feet, a central angle of 176° 42' 31" and a chord which bears N 69° 01' 59" W, 419.83 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of compound curvature to the left;

In a Southwesterly direction along a curve to the left, a distance of 134.11 feet, having a radius of 1,175.00 feet, a central angle of 06° 32' 22" and a chord which bears S 19° 20' 34" W, 134.04 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 16° 04' 23" W, a distance of 75.66 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Southwesterly direction along said curve to the right, a distance of 116.76 feet, having a radius of 255.00 feet, a central angle of 26° 14' 08" and a chord which bears S 29° 11' 27" W, 115.75 feet to

a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of compound curvature to the right;

In a Southwesterly direction along a curve to the right, a distance of 56.09 feet, having a radius of 75.00 feet, a central angle of 42° 50' 54" and a chord which bears S 63° 43' 58" W, 54.79 feet to the a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a non-tangent curve to the left, from which its center bears S 37° 26' 25" W, 224.35 feet;

In a Southwesterly direction along a curve to the left, a distance of 323.56 feet, having a radius of 224.35 feet, a central angle of 82° 37' 53" and a chord which bears S 86° 07' 28" W, 296.23 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of compound curvature to the left;

In a Southwesterly direction along a curve to the left, a distance of 334.29 feet, having a radius of 215.00 feet, a central angle of 89° 05' 11" and a chord which bears S 00° 15' 57" W, 301.62 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Southeasterly direction along a curve to the right, a distance of 122.90 feet, having a radius of 110.00 feet, a central angle of 64° 00' 59" and a chord which bears S 12° 16' 09" E, 116.61 feet to a

1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Southeasterly direction along a curve to the left, a distance of 142.69 feet, having a radius of 80.00 feet, a central angle of 102° 11' 45" and a chord which bears S 31° 21' 32" E, 124.52 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Southeasterly direction along a curve to the right, a distance of 20.48 feet, having a radius of 25.00 feet, a central angle of 46° 55' 56" and a chord which bears S 58° 59' 27" E, 19.91 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 35° 31' 29" E, a distance of 51.97 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 15° 18' 32" W, a distance of 35.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 22° 23' 47" E, a distance of 25.05 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 60° 06' 06" E, a distance of 32.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 22° 19' 50" E, a distance of 50.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 67° 40' 10" E, a distance of 31.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 22° 19' 50" E, a distance of 16.50 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

N 67° 40' 10" E, a distance of 134.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 22° 19' 50" E, a distance of 180.28 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most southerly corner of Reserve "A" of said THE COVE AT CROSS CREEK RANCH, lying on the north right-of-way line of said Cross Creek Bend Lane and the beginning of a non-tangent curve to the right, from which its center bears N 25°59'18" W, 1,250.00 feet;

THENCE, In a Northwesterly direction partially along and with said northerly right-of-way line of Cross Creek Bend Land, and the northerly right-of-way line of West Cross Creek Bend Lane (100 feet wide) as shown on WEST CROSS CREEK BEND LANE, a subdivision plat recorded under Plat No. 20090043 of the F.B.C.P.R., and along said curve to the right, a distance of 1,749.41 feet, having a radius of 1,250.00 feet, a central angle of 80° 11' 13" and a chord which bears N 75° 53' 42" W, 1,610.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of compound curvature to the right;

THENCE, In a Northwesterly direction continuing along and with the easterly right-of-way line of said West Cross Creek Bend Lane, and along said curve to the right, a distance of 314.11 feet, having a radius of 2,600.00 feet, a central angle of 06° 55' 19" and a chord which bears N 32° 20' 26" W, 313.92 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southwest corner of said LAKES OF CROSS CREEK RANCH SECTION TWO;

THENCE, along and with common line of said LAKES OF CROSS CREEK RANCH SECTION TWO and said 52.79 acre and said 8.684 acre tracts, the following courses and distances:

N 61° 16' 29" E, a distance of 25.34 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a non-tangent curve to the right, from which its center bears N 75°04'18" E, 108.00 feet;

In a Northeasterly direction along a curve to the right, a distance of 133.05 feet, having a radius of

108.00 feet, a central angle of 70° 35' 06" and a chord which bears N 20° 21' 51" E, 124.79 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 55° 39' 24" E, a distance of 152.06 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Southeasterly direction along said curve to the right, a distance of 261.62 feet, having a radius of 118.00 feet, a central angle of 127° 02' 02" and a chord which bears S 60° 49' 35" E, 211.24 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Southeasterly direction along a curve to the left, a distance of 579.44 feet, having a radius of 250.00 feet, a central angle of 132° 47' 51" and a chord which bears S 63° 42' 29" E, 458.18 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

N 49° 28' 38" E, a distance of 58.24 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a non-tangent curve to the left, from which its center bears N 52° 53' 45" W, 247.00 feet;

In a Northeasterly direction along said curve to the left, a distance of 279.90 feet, having a radius of 247.00 feet, a central angle of 64° 55' 40" and a chord which bears N 04° 38' 25" E, 265.16 feet to a

1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 27° 49' 25" W, a distance of 103.23 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Northwesterly direction along said curve to the right, a distance of 161.37 feet, having a radius of 293.00 feet, a central angle of 31° 33' 21" and a chord which bears N 12° 02' 44" W, 159.34 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 03° 43' 56" E, a distance of 230.19 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northwesterly direction along said curve to the left, a distance of 490.67 feet, having a radius of 437.00 feet, a central angle of 64° 19' 59" and a chord which bears N 28° 26' 04" W, 465.30 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Northwesterly direction along a curve to the right, a distance of 116.53 feet, having a radius of 243.00 feet, a central angle of 27° 28' 35" and a chord which bears N 46° 51' 46" W, 115.42 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 33° 07' 28" W, a distance of 122.99 feet to the **POINT OF BEGINNING** and containing 61.84 acres of land.

Tract Two
DESCRIPTION OF A 9.675 ACRE TRACT OF LAND SITUATED IN
THE J. W. SCOTT SURVEY, A-321
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 9.675 acre (421,449 square feet) tract of land situated in the J. W. Scott Survey, Abstract No. 321, City of Fulshear, Fort Bend County, Texas, being all of a called 9.44 acre tract of land as described in a deed to Fort Bend County Municipal Utility District No. 169, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2009060268, and all of a called 0.2389 acre tract (Tract One) of land as described in a deed to CCR Texas Holdings, LP, recorded under F.B.C.C.F. No. 2013066444, said 9.675 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the south corner of Reserve "A", LEGACY AT CROSS CREEK RANCH SECTION TWO a subdivision plat recorded under Plat No. 20070239 of the Fort Bend County Plat Records (F.B.C.P.R.), same being the west corner of the herein

described tract and said 9.44 acre tract, lying on the northeasterly right-of-way line of Skycreek Crossing Lane (60 feet wide) as shown on LAKESIDE AT CROSS CREEK RANCH, a subdivision plat recorded under Plat No. 20070237 of the F.B.C.P.R.;

THENCE, N 57° 55' 48" E, along and with the common line of said Reserve "A" and said 9.44 acre tract, a distance of 165.67 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point;

THENCE, along and with the common line of said LEGACY AT CROSS CREEK RANCH SECTION TWO and said 9.44 acre the following courses and distances:

N 42° 14' 04" E, a distance of 86.24 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 34° 37' 29" E, a distance of 141.45 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 46° 24' 52" E, a distance of 127.66 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 51° 17' 32" E, a distance of 69.49 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 56° 10' 11" E, a distance of 127.66 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 59° 53' 42" E, a distance of 187.14 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 53° 37' 49" E, a distance of 144.56 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 46° 03' 54" E, a distance of 198.25 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 84° 56' 52" E, a distance of 73.19 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for an angle point in said common line;

N 56° 37' 07" E, a distance of 155.75 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the most easterly corner of said LEGACY AT CROSS CREEK RANCH SECTION TWO;

THENCE, N 87° 31' 16" E, a distance of 28.81 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the northeast corner of the herein described tract and said 0.2389 acre tract, lying in the west right-of-way line of Morgans Spur Drive (60 feet wide) as shown on CROSS CREEK RANCH CROSS CREEK BEND LANE EXTENSION NO. 1, a subdivision plat recorded under Plat No. 20100058 of the F.B.C.P.R., and being the beginning of a non-tangent curve to the left, from which its center bears N 87° 31' 16" E, 1,285.00 feet;

THENCE, Southeasterly along the east line of said 0.2389 acre tract and said curve to the left a distance of 322.15 feet, having a radius of 1,285.00 feet, a central angle of 14° 21' 50" and a chord which bears S 09° 39' 39" E, 321.30 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the point of reverse curvature to the right, said point being the northwest terminus and west right-of-way line of said Morgans Spur Drive;

THENCE, Southwesterly along said curve to the right a distance of 38.42 feet, having a radius of 25.00 feet, a central angle of 88° 03' 07" and a chord which bears S 27° 10' 59" W, 34.75 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the southeasterly corner of the herein described tract and the point of reverse curvature to the left, lying on the northwesterly right-of-way line of Cross Creek Bend Lane (100-foot wide) as shown on said CROSS CREEK RANCH CROSS CREEK BEND LANE EXTENSION NO. 1;

THENCE along and with said northwesterly right-of-way line of said Cross Creek Bend Lane the following

courses and distances:

Southwesterly along said curve to the left a distance of 1,154.04 feet, having a radius of 1,750.00 feet, a central angle of 37° 47' 02" and a chord which bears S 52° 19' 01" W, 1,133.24 feet to a

5/8-inch iron rod with cap stamped "Brown & Gay" found for the point of compound curvature to the left;

Southwesterly along a curve to the left a distance of 124.06 feet, having a radius of 5,050.00 feet, a central angle of 01° 24' 27" and a chord which bears S 32° 43' 17" W, 124.06 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the easterly south corner of the herein described tract and the point of reverse curvature to the right;

Southwesterly along a curve to the right a distance of 41.72 feet, having a radius of 25.00 feet, a central angle of 95° 37' 04" and a chord which bears S 79° 49' 36" W, 37.05 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the westerly south corner of the herein described tract, same being the northeast terminus of said Skycreek Crossing Lane as shown on said LAKESIDE AT CROSS CREEK RANCH, and being the point of compound curvature to the right;

THENCE, Northerly along and with the north right-of-way line of said Skycreek Crossing Lane, and along said curve to the right a distance of 255.03 feet, having a radius of 720.00 feet, a central angle of 20° 17' 40" and a chord which bears N 42° 13' 02" W, 253.70 feet to a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the point of tangency;

THENCE N 32° 04' 12" W, continuing along and with said north right-of-way line, a distance of 96.94 feet to the **POINT OF BEGINNING** and containing 9.67 acres (421,449 square feet) of land.

Tract Three
DESCRIPTION OF A 49.70 ACRE TRACT OF LAND SITUATED IN
THE ENOCH LATHAM JR. SURVEY, ABSTRACT NO. 50
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 49.70 acre tract of land situated in the Enoch Latham Jr. Survey, Abstract No. 50, City of Fulshear, Fort Bend County, Texas, and being all of that called 45.21 acre tract of land as described in a deed to CCR Texas Holdings, LP recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2009060269, also being part of the remainder of a called 118.62 acre tract of land as described in a deed to Trendmaker Homes, Inc. (F/K/A TMI, Inc.) as recorded under F.B.C.C.F. No. 2006066795, said 49.70 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped BROWN & GAY found for the most northerly corner of a called 33.40 acre tract as described in a deed to CCR Texas Holdings LP, recorded under F.B.C.C.F. No. 2012038960, lying on the southwesterly right-of-way line of West Cross Creek Bend Lane (100 feet wide) as shown on WEST CROSS CREEK BEND LANE, a subdivision plat recorded under Plat No. 20090043 of the Fort Bend County Plat Records (F.B.C.P.R.), and being the most easterly southeast corner of the herein described tract;

THENCE, S 25° 18' 21" W, a distance of 1,067.32 feet along the line common to said 45.21 acre tract and said 33.40 acre tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most southerly southeast corner of the herein described tract;

THENCE, S 83° 01' 16" W, a distance of 337.13 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the southwest corner of the herein described tract, lying on the east line of CROSS CREEK RANCH WASTEWATER TREATMENT PLANT, a subdivision plat recorded under Plat No. 20070244 of the F.B.C.P.R.;

THENCE, N 13° 50' 28" W, a distance of 2,064.29 feet along and with the east line of said CROSS CREEK RANCH WASTEWATER TREATMENT PLANT to a 1/2-inch iron pipe with cap stamped "Brown &

Gay" found for the north corner of said CROSS CREEK RANCH WASTEWATER TREATMENT PLANT,

lying on the east line of a called 137.294 acre tract as described in a deed to GM Equity Group, LLC, recorded under F.B.C.C.F. No. 2008000068;

THENCE, N 02° 37' 40" W, a distance of 878.64 feet along the east line of said 137.294 acre tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northwest corner of the herein described tract, lying on the south line of THE POND AT CROSS CREEK RANCH, a subdivision plat recorded under Plat No. 20130244 of the F.B.C.P.R.

THENCE, S 87° 27' 24" E, a distance of 732.71 feet along and with the line common to said THE POND AT CROSS CREEK RANCH and said 45.21 acre tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northeast corner of the herein described tract, same being the southeast corner of a called 0.2682 acre tract as described in a deed to The City of Fulshear, Texas, recorded under F.B.C.C.F. No. 2009124007, lying on a non-tangent curve to the left and the west right-of-way line of West Cross Creek Bend Lane (100 feet wide) as shown on WEST CROSS CREEK BEND LANE EXTENSION NO. 1, a subdivision plat recorded under Plat No. 20130241, from which its center bears S 86°41'53" E, 2,700.00 feet;

THENCE, along and with the westerly right-of-way line of said West Cross Creek Bend Lane, the following two (2) courses:

In a Southeasterly direction, along said curve to the left, a distance of 1,842.71 feet, having a radius of 2,700.00 feet, a central angle of 39° 06' 12" and a chord which bears S 16° 14' 59" E, 1,807.15 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of compound curvature to the left;

In a Southeasterly direction, along said curve to the left, a distance of 139.51 feet, having a radius of 1,350.00 feet, a central angle of 05° 55' 15" and a chord which bears S 38° 45' 43" E, 139.45 feet to the **POINT OF BEGINNING** and containing 49.70 acres of land.

Tract Four
DESCRIPTION OF A 37.78 ACRE TRACT OF LAND SITUATED IN
THE ENOCH LATHAM JR. SURVEY, ABSTRACT No. 50,
THE M. AUTREY SURVEY, ABSTRACT NO. 100
AND THE J. W. SCOTT SURVEY, ABSTRACT NO. 321
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 37.78 acre tract of land situated in the Enoch Latham Jr. Survey, Abstract No. 50, the M. Autrey Survey, Abstract No. 100 and the J. W. Scott Survey, Abstract No. 321, City of Fulshear, Fort Bend County, Texas, and being all of a called 30.28 acre tract (Tract 4) of land as described in a deed to Fort Bend County Municipal District No. 169 (F.B.C.M.U.D. No. 169) recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2012092152, and all of a called 7.50 acre tract of land as described in a deed to F.B.C.M.U.D. No. 169 recorded under F.B.C.C.F. No. 2009060268, said 37.78 acre tract described as follows;

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southeast corner of Reserve "B" of LAKES OF CROSS CREEK RANCH SECTION THREE, a subdivision plat recorded under Plat No. 20120130 of the Fort Bend County Plat Records (F.B.C.P.R.) and being the southwest corner of the herein described tract, lying on the north right-of-way line of Enchanted Lakes Lane (60 feet wide) as shown on said LAKES OF CROSS CREEK RANCH SECTION THREE, said point also being the beginning of a non-tangent curve to the right, from which its center bears N 47°21'48" E, 193.00 feet;

THENCE, along and with the common line of Reserve "B" and partially along Reserve "D" of said LAKES OF CROSS CREEK RANCH SECTION THREE, and said 30.28 acre tract the following courses and distances:

In a Northwesterly direction along said curve to the right, a distance of 176.28 feet, having a radius of 193.00 feet, a central angle of 52° 19' 59" and a chord which bears N 16° 28' 13" W, 170.22 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 09° 41' 47" E, a distance of 183.66 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northwesterly direction along said curve to the left, a distance of 287.75 feet, having a radius of 307.00 feet, a central angle of 53° 42' 09" and a chord which bears N 17° 09' 17" W, 277.33 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 44° 00' 22" W, a distance of 100.92 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northwesterly direction along said curve to the left, a distance of 172.13 feet, having a radius of 207.00 feet, a central angle of 47° 38' 38" and a chord which bears N 67° 49' 41" W, 167.21 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 88° 21' 00" W, a distance of 52.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Northwesterly direction along said curve to the right, a distance of 69.15 feet, having a radius of 193.00 feet, a central angle of 20° 31' 43" and a chord which bears N 81° 23' 09" W, 68.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 71° 07' 17" W, a distance of 21.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northwesterly direction along said curve to the left, a distance of 58.89 feet, having a radius of 207.00 feet, a central angle of 16° 17' 56" and a chord which bears N 79° 16' 15" W, 58.69 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Northwesterly direction along a curve to the right, a distance of 82.44 feet, having a radius of 143.00 feet, a central angle of 33° 01' 56" and a chord which bears N 70° 54' 15" W, 81.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for a north corner of said Reserve "B";

S 87° 49' 45" W, a distance of 11.01 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of said Reserve "B", same being the beginning of a non-tangent curve to the right from which its center bears N 38° 56' 18" E, 150.00 feet;

In a Northwesterly direction along said curve to the right and the easterly line of said Reserve "D", a distance of 123.71 feet, having a radius of 150.00 feet, a central angle of 47° 15' 12" and a chord which bears N 27° 26' 06" W, 120.23 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the north corner of said LAKES OF CROSS CREEK RANCH SECTION THREE, lying on a non-tangent curve to the left of the east right-of-way line of West Cross Creek Bend Lane (100 feet wide) as shown on WEST CROSS CREEK BEND LANE EXTENSION NO.2, a subdivision plat recorded under Plat No. 20150234 of the F.B.C.P.R., from which its center bears

S 86° 11' 30" W, 4,050.00 feet;

THENCE, In a Northwesterly direction along said east right-of-way line and said curve to the left, a distance of 170.02 feet, having a radius of 4,050.00 feet, a central angle of 02° 24' 19" and a chord which bears N 05° 00' 39" W, 170.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right, same being the westerly northwest corner of the herein described tract and said 30.28 acre tract;

THENCE, In a Northeasterly direction along a curve to the right, a distance of 38.90 feet, having a radius of 25.00 feet, a central angle of 89° 09' 23" and a chord which bears N 38° 21' 53" E, 35.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northerly northwest corner of the herein described tract and said 30.28 acre tract;

THENCE, along and with the northwesterly line of said 30.28 acre tract the following courses and distances:

N 82° 56' 34" E, a distance of 214.25 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northeasterly direction along said curve to the left, a distance of 1,883.01 feet, having a radius of 1,780.00 feet, a central angle of 60° 36' 42" and a chord which bears N 52° 38' 13" E, 1,796.43 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 22° 19' 52" E, a distance of 382.26 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Northeasterly direction along said curve to the left, a distance of 144.99 feet, having a radius of 835.00 feet, a central angle of 09° 56' 56" and a chord which bears N 17° 21' 24" E, 144.81 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most northerly corner of the herein described tract and said 30.28 acre tract, lying on the southerly line of a 25 feet wide pipeline easement as described in an instrument to Enterprise Crude Pipeline LLC, recorded under F.B.C.C.F. No. 2015004154;

THENCE, S 69° 43' 12" E, along and with said southerly line, same being a northerly line of said 30.28 acre tract and of said 7.50 acre tract, a distance of 422.46 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of the herein described tract and said 7.50 acre tract, same being the northwest corner of LEGACY AT CROSS CREEK RANCH SECTION ONE, a subdivision plat recorded under Plat No. 20070238 of the F.B.C.P.R.;

THENCE, along the common line of said LEGACY AT CROSS CREEK RANCH SECTION ONE and said 7.50 acre tract the following courses and distances:

S 20° 16' 48" W, a distance of 67.01 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 18° 29' 00" W, a distance of 70.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 24° 22' 35" W, a distance of 151.29 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 38° 00' 22" W, a distance of 300.12 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 23° 14' 05" W, a distance of 187.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 05° 06' 45" W, a distance of 198.73 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 13° 00' 36" E, a distance of 148.73 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 20° 27' 26" E, a distance of 85.87 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 26° 38' 57" E, a distance of 95.29 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 42° 16' 37" E, a distance of 167.91 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 22° 27' 16" E, a distance of 149.54 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 01° 32' 36" W, a distance of 79.05 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 03° 43' 45" E, a distance of 183.60 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 54° 49' 58" E, a distance of 148.46 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point of said common line;

S 21° 49' 02" E, a distance of 57.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southeast corner of the herein described tract and said 7.50 acre tract, same being an exterior angle point in the north line of Reserve "B", LAKES OF CROSS CREEK RANCH SECTION ONE, a subdivision plat recorded under Plat No. 20130167 of the H.C.M.R., lying on the west line of Reserve "A" of said LEGACY AT CROSS CREEK RANCH SECTION ONE, and being the beginning of a non-tangent curve to the left, from which its center bears S 21°14'45" E, 595.00 feet;

THENCE, along and with the common line of said Reserve "B" and said 7.50 acre tract and said 30.28 acre tract the following courses and distances:

In a Southwesterly direction along a curve to the left, a distance of 5.93 feet, having a radius of 595.00 feet, a central angle of 00° 34' 17" and a chord which bears S 68° 28' 06" W, 5.93 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 68° 10' 58" W, a distance of 105.31 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in said common line;

S 87° 38' 20" W, a distance of 339.88 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a non-tangent curve to the left, from which its center bears S 67°49'02" W, 257.00 feet;

In a Northwesterly direction along said curve to the left, a distance of 9.76 feet, having a radius of 257.00 feet, a central angle of 02° 10' 31" and a chord which bears N 23° 16' 13" W, 9.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Northwesterly direction along a curve to the right, a distance of 130.13 feet, having a radius of 193.00 feet, a central angle of 38° 37' 49" and a chord which bears N 05° 02' 34" W, 127.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Northwesterly direction along a curve to the left, a distance of 117.14 feet, having a radius of 157.00 feet, a central angle of 42° 44' 54" and a chord which bears N 07° 06' 07" W, 114.44 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the right;

In a Northwesterly direction along a curve to the right, a distance of 66.41 feet, having a radius of 143.00 feet, a central angle of 26° 36' 28" and a chord which bears N 15° 10' 20" W, 65.81 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Northwesterly direction along a curve to the left, a distance of 223.01 feet, having a radius of 157.00 feet, a central angle of 81° 23' 03" and a chord which bears N 42° 33' 38" W, 204.73 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 83° 15' 09" W, a distance of 79.42 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Northwesterly direction along said curve to the right, a distance of 82.93 feet, having a radius of 93.00 feet, a central angle of 51° 05' 40" and a chord which bears N 57° 42' 19" W, 80.21 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Northwesterly direction along a curve to the left, a distance of 112.80 feet, having a radius of 107.00 feet, a central angle of 60° 24' 13" and a chord which bears N 62° 21' 35" W, 107.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 87° 26' 18" W, a distance of 178.16 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Southwesterly direction along said curve to the left, a distance of 116.31 feet, having a radius of 107.00 feet, a central angle of 62° 17' 01" and a chord which bears S 56° 17' 48" W, 110.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature the right;

In a Southwesterly direction along a curve to the right, a distance of 98.18 feet, having a radius of 93.00 feet, a central angle of 60° 29' 07" and a chord which bears S 55° 23' 51" W, 93.68 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 85° 38' 24" W, a distance of 57.18 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Southwesterly direction along said curve to the left, a distance of 162.17 feet, having a radius of 132.00 feet, a central angle of 70° 23' 32" and a chord which bears S 50° 26' 38" W, 152.16 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 15° 14' 52" W, a distance of 167.98 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Southeasterly direction along said curve to the left, a distance of 104.38 feet, having a radius of 157.00 feet, a central angle of 38° 05' 36" and a chord which bears S 03° 47' 56" E, 102.47 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 22° 50' 44" E, a distance of 50.95 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Southeasterly direction along said curve to the right, a distance of 122.63 feet, having a radius of 343.00 feet, a central angle of 20° 29' 04" and a chord which bears S 12° 36' 12" E, 121.98 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 02° 21' 40" E, a distance of 39.35 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

In a Southwesterly direction along said curve to the right, a distance of 64.12 feet, having a radius of 193.00 feet, a central angle of 19° 02' 04" and a chord which bears S 07° 09' 22" W, 63.82 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

In a Southwesterly direction along a curve to the left, a distance of 150.62 feet, having a radius of 357.00 feet, a central angle of 24° 10' 26" and a chord which bears S 04° 35' 11" W, 149.51 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

S 07° 30' 02" E, a distance of 149.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

In a Southeasterly direction along said curve to the left, a distance of 35.59 feet, having a radius of 222.00 feet, a central angle of 09° 11' 10" and a chord which bears S 12° 05' 37" E, 35.55 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for a westerly corner of said Reserve "B", and the easterly southwest corner of the herein described tract and said 30.25 acre tract, lying on the north right-of-way line of Enchanted Lakes Lane (60 feet wide) as shown on said LAKES OF CROSS CREEK RANCH SECTION ONE;

THENCE, S 59° 51' 57" W, along and with said north right-of-way line, same being a southerly line of said 30.25 acre tract, a distance of 262.77 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the right;

THENCE, In a Southwesterly direction continuing along and with said north right-of-way line and said curve to the right, a distance of 10.71 feet, having a radius of 555.00 feet, a central angle of 01° 06' 22" and a chord which bears S 60° 25' 08" W, 10.71 feet to the **POINT OF BEGINNING** and containing 37.78 acres of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096, 2008039552 and 2009026093 of the County Clerk Official Records of Fort Bend County, Texas.

2. Easements/Other Exceptions:

Public utility easements as set forth in instrument recorded under Clerk's File No. 2014085296 of the Official Records of Fort Bend County, Texas. (Affects Tract 1)

Public utility easement as set forth in instrument recorded under Clerk's File No. 2014098513 of the Official Records of Fort Bend County, Texas. (Affects Tract 1)

Sanitary sewer easement 20 feet in width as set forth in instrument recorded under Plat No. 20070237 of the Plat Records of Fort Bend County, Texas. (Affects Tract 1)

Water line easement 5 feet in width as set forth in instrument recorded under Plat No. 20070235 of the Plat Records of Fort Bend County, Texas. (Affects Tract 1)

Water Line Easements granted to Fort Bend County Municipal Utility District No. 169 as set forth in instrument recorded under Clerk's File No. 2009050314 of the Official Records of Fort Bend County, Texas. (Affects Tract 1)

Sanitary sewer easement 20 feet in width as set forth in instrument recorded under Plat No. 20070237 of the Plat Records of Fort Bend County, Texas. (Affects Tract 2)

Water line easement 5 feet in width as set forth in instrument recorded under Plat No. 20100058 of the Plat Records of Fort Bend County, Texas. (Affects Tract 2)

Water line easement 10 feet in width as set forth in instrument recorded under Plat No. 20100058 of the Plat Records of Fort Bend County, Texas. (Affects Tract 2)

Easement granted to Seaway Pipeline, Inc., as set forth and described that Judgment recorded in Volume 862, Page 672 of the Deed Records of Fort Bend County, Texas. (Affects Tract 3)

An easement granted to Paragon Resources, Inc., as set forth and described in Volume 1049, Page 445 of the Deed Records of Fort Bend County, Texas. Affidavit of Non-Use of Easement recorded under Clerk's File No. 2007113680 of the Official Records of Fort Bend County, Texas. (Affects Tract 3)

An easement agreement by and between Stern and Phillips Natural Gas Company, as set forth and described in Volume 1914, Page 2104 of the County Clerk Official Records of Fort Bend County, Texas. Same being amended by that document recorded under Clerk's File No. 9622059 of the County Clerk Official Records of Fort Bend County, Texas. (Affects Tract 3)

Pipeline easement agreement granted to Exxon Pipeline Company, as set forth and described under Clerk's File No. 9539112 of the County Clerk Official Records of Fort Bend County, Texas. (Affects Tract 3)

Easement for Certain Utilities granted to CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, Southwestern Bell Telephone Company, d/b/a AT&T Texas, and Comcast of Houston LLC as set forth in instrument recorded under Clerk's File No. 2007155241 of the Official Records of Fort Bend County, Texas. (Affects Tract 3)

Sanitary Sewer Easements granted to Fort Bend County Municipal Utility District No. 169 as set forth in instrument recorded under Clerk's File No. 2009050315 of the Official Records of Fort Bend County, Texas. (Affects Tract 3)

Easement granted to CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, Southwestern Bell Telephone Company, d/b/a AT&T Texas, and Comcast of Houston LLC as set forth in instrument recorded under Clerk's File No. 2009056830 of the Official Records of Fort Bend County, Texas. (Affects Tract 3)

Easement for Certain Utilities granted to CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, Southwestern Bell Telephone Company, d/b/a AT&T Texas, and Comcast of Houston LLC as set forth in instrument recorded under Clerk's File No. 2009126098 of the Official Records of Fort Bend County, Texas. (Affects Tract 3)

Easement for Certain Utilities granted to CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, Southwestern Bell Telephone Company, d/b/a AT&T Texas, and Comcast of Houston LLC as set forth in instrument recorded under Clerk's File No. 2007103446 of the Official Records of Fort Bend County, Texas. (Affects Tract 4)

Gas facilities easement granted to SI Energy, LP, a Texas limited partnership as set forth and described in instrument recorded under Clerk's File No. 2015060142 of the Official Records of Fort Bend County, Texas. (Affects Tract 4)

Storm sewer easement granted to Fort Bend County Municipal Utility District No. 169 as set forth in instrument recorded under Clerk's File No. 2015126292 of the Official Records of Fort Bend County, Texas. (Affects Tract 4)

Storm sewer easement granted to Fort Bend County Municipal Utility District No. 169 as set forth in instrument recorded under Clerk's File No. 2015126293 of the Official Records of Fort Bend County, Texas. (Affects Tract 4)

Sanitary sewer easement granted to Fort Bend County Municipal Utility District No. 169 as set forth in instrument recorded under Clerk's File No. 2015126294 of the Official Records of Fort Bend County, Texas. (Affects Tract 4)

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. (Affects all Tracts)

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

Terms, conditions and stipulations as set forth and reflected in Designation of Drill Site Access Easements dated September 20, 2005, recorded under Clerk's File No. 2005115746 of the County Clerk Official Records of Fort Bend County, Texas. (Affects all Tracts)

Terms, conditions and stipulations as set forth and reflected in Assignment of Utility Rights dated September 20, 2005, recorded under Clerk's File No. 2005115747 of the County Clerk Official Records of Fort Bend County, Texas. (Affects all Tracts)

Terms, conditions and stipulations as set forth and reflected in Assignment of Utility Rights dated February 15, 2006, recorded under Clerk's File No. 2006020018 of the County Clerk Official Records of Fort Bend County, Texas. (Affects all Tracts)

Memorandum of Preferential Purchase Right Agreement dated April 12, 2012 by and between CCR Texas Holdings, LP, a Delaware limited liability company and Trendmaker Homes, Inc., a Texas corporation as set forth in instrument recorded under Clerk's File No. 2012038961 of the Official Records of Fort Bend County,

Texas. (Affects all Tracts)

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. (Affects all Tracts)

Waiver of Special Appraisal for the Benefit of Fort Bend County Municipal Utility District No. 171 as set forth in instrument recorded under Clerk's File No. 2009035249 of the Official Records of Fort Bend County, Texas. (Affects all Tracts)

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.(Affects all Tracts)

Designation of Drill Sites Access easements, as set forth and described under Clerk's File No. 2005115746 of the County Clerk Official Records of Fort Bend County, Texas. (Affects all Tracts)

Drillsite and Access easement, as set forth and described in that instrument recorded under Clerk's File No. 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. (Affects all Tracts)

3. Liens/Misc:

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP, a Delaware limited partnership, securing the payment of one note in the principal amount of \$9,000,000.00 and \$81,000,000.00, bearing interest and payable as therein provided to the order of CCR Texas Agent Inc., an Ontario corporation.

Partial Release recorded under Clerk's File No. 2016073092. (as to 0.2389 acres out of Tract 2)

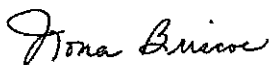
No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

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

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

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

Sincerely,
Stewart Title Company



Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Fort Bend County Municipal Utility District No. 169, has platted that certain 158.99 acres of land out of the Enoch Latham Jr. Survey Abstract 50, M Autrey Survey, Abstract 100, E. Morris Cummings Survey, Abstract 294 and the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CROSS CREEK RANCH DETENSION & WATER QUALITY BASINS, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977 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 DETENSION & WATER QUALITY BASINS.

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 Fort Bend County Municipal Utility District No. 169, 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 DETENSION & WATER QUALITY BASINS and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of CROSS CREEK RANCH DETENSION & WATER QUALITY BASINS and the dedications, terms, and provisions evidenced thereby.

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

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

EXECUTED this the _____ day of _____, 2016.

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

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

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

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

Notary Public
My commission expires: Commission For Life

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



September 13, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Cross Creek Ranch Detention & Water Quality Basins

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.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Sheila R. Agee".

Sheila R. Agee
Senior Right of Way Agent

C: Trey DeVillier <TDeVillier@bgeinc.com>

PLR16.393



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

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

September 12, 2016

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

**Re: UTILITY AVAILABILITY LETTER-CROSS CREEK RANCH DETENTION &
WATER QUALITY BASINS**

Dear Mr. DeVillier:

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

Sincerely,

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

Michael Jones
Manager Engineering - Design



September 11, 2016

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

Re: Cross Creek Ranch Detention & Water Quality Basins

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.

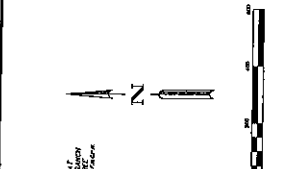
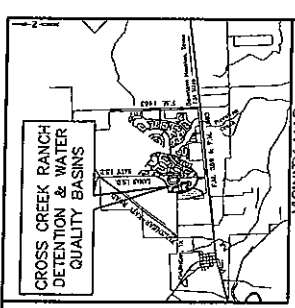
Please feel free to contact me at 713-637-5169 with any questions that you may have.

Sincerely,

A handwritten signature in black ink that reads "Chris Grey". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chris Grey
Construction Supervisor, Design and Serviceability

**CROSS CREEK RANCH
DETENTION & WATER
QUALITY BASINS**

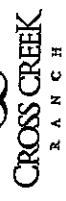


- GENERAL NOTES**
1. "U.C." indicates "Utility Easement".
 2. "B.L." indicates "Building Line".
 3. "M.L.C." indicates "Main Line Easement".
 4. "M.L.E." indicates "Main Line Easement".
 5. "R.H.E." indicates "Right of Way Easement".
 6. "S.H.S.E." indicates "Shallow Storm Easement".
 7. "S.H.S.E." indicates "Shallow Storm Easement".
 8. "D.L.E." indicates "Driveway Easement".
 9. "A.C." indicates "Aerial Easement".
 10. "A.C.C.F." indicates "Aerial Easement".
 11. "A.C.C.F." indicates "Aerial Easement".
 12. "A.C.C.F." indicates "Aerial Easement".
 13. The coordinates shown herein are Texas State Plane Central Zone No. 4200. The coordinates were obtained from the Texas State Plane Central Zone No. 4200. The coordinates were obtained from the Texas State Plane Central Zone No. 4200. The coordinates were obtained from the Texas State Plane Central Zone No. 4200.
 14. The property lines in this drawing show "As Shown" and "As Proposed". The "As Shown" lines are based on the Texas State Plane Central Zone No. 4200. The "As Proposed" lines are based on the Texas State Plane Central Zone No. 4200.
 15. The property lines in this drawing show "As Shown" and "As Proposed". The "As Shown" lines are based on the Texas State Plane Central Zone No. 4200. The "As Proposed" lines are based on the Texas State Plane Central Zone No. 4200.
 16. This plan is subject to conditions approved under Part 160 of the Texas State Water Code, Chapter 160, Subchapter C, Section 160.001, Texas State Water Code, Chapter 160, Subchapter C, Section 160.001, Texas State Water Code, Chapter 160, Subchapter C, Section 160.001.
 17. All of the boundary corners within alternative basins.
 18. All of the boundary corners within alternative basins.
 19. All of the boundary corners within alternative basins.
 20. All of the boundary corners within alternative basins.

**CROSS CREEK RANCH
DETENTION & WATER
QUALITY BASINS**

A SUBDIVISION OF 158.00 ACRES OF LAND LOCATED IN THE ENOUGH LATHAM JR. SURVEY, ALSO IN MORRIS CUMMINGS SURVEY, A-294 & J.W. SCOTT SURVEY, A-321, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

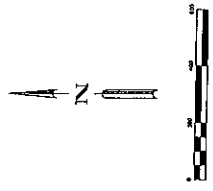
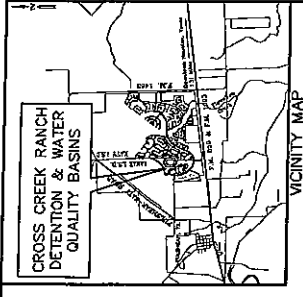
OWNER: CROSS CREEK RANCH, L.P.
 2000 W. STATE ST., SUITE 2000
 HOUSTON, TEXAS 77056
 ARCHITECT: JAMES A. BOONE
 ENGINEER: JAMES A. BOONE
 DATE: OCTOBER, 2016
 SCALE: 1"=200'



**CROSS CREEK
RANCH**



BASE: No. 10777
 10777 Westheimer, Suite 400, Houston, TX 77040
 Tel: 281-558-8200
 www.eceng.com
 TUESDAY THROUGH SATURDAY 9:00 AM - 5:00 PM
 HONOLULU, HAWAII, U.S.A.



CROSS CREEK RANCH DETENTION & WATER QUALITY BASINS

A SUBDIVISION OF 158.98 ACRES OF LAND LOCATED IN THE ENOCH LATHAM, JR. SURVEY, A-50, M. AUBREY SURVEY, MORRIS CUMMINGS SURVEY, A-284 & J.W. SCOTT SURVEY, A-321, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

OWNER:
CROSS CREEK RANCH, INC.
2200 WESTLAKES BLVD., SUITE 200
HOUSTON, TEXAS 77058
TEL: 713-864-1000
WWW.CROSSCREEKRANCH.COM

DATE: OCTOBER, 2015

SCALE: 1"=200'

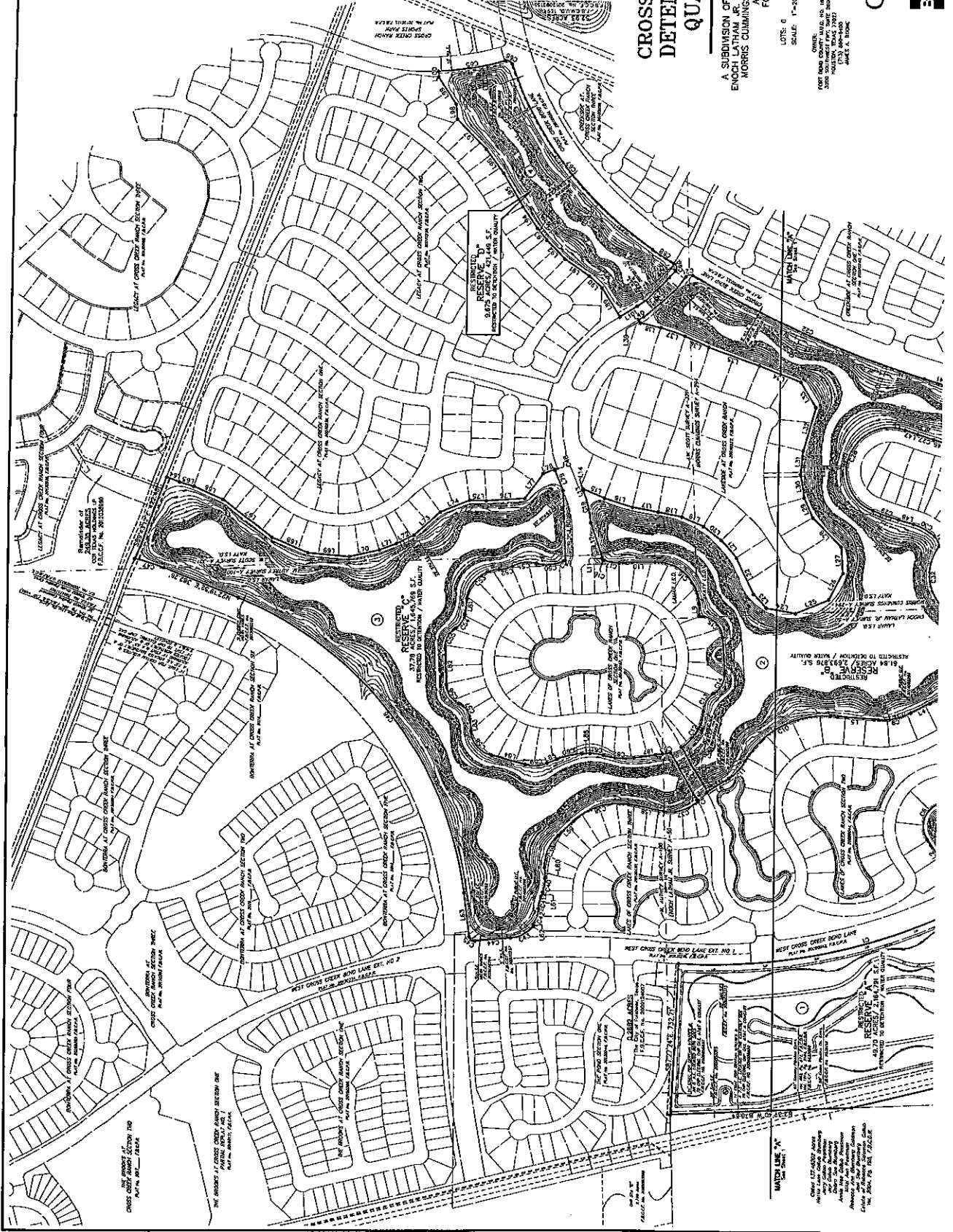
RESERVES: 4

BLOCK: 4

LOTS: 0



REGISTERED PROFESSIONAL ENGINEER
No. 10182-00
Professional Seal No. 10182-00
Professional Seal No. 10182-00



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 Christian Brothers Fulshear
Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 11-02-2016

City Secretary

Processed
 Returned for additional data

BY: [Signature] DATE: 10-24-2016

Planning Commission Review

Approved
 Returned for additional data

BY: _____ DATE: _____

City Council Review

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: October 20, 2016 Date Received by the City of Fulshear: _____
 Subdivision: Christian Brothers Fulshear Development: Automotive Shop

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: _____ City _____ ETJ (Extraterritorial Jurisdiction)

Legal Description: 1.1808 acres in the T.W. Southerland Survey, A-421, City of Fulshear, FBC, Texas

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

Total Acreage: 1.1808
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 1 Commercial Reserve
 Total Acres in Reserve: 1.808

Owner: Xaris Properties, LLC
 Address: 17725 Katy Freeway, Suite 200
 City/State: Houston, Texas 77094
 Telephone: 281-675-6100
 Email Address: _____

Engineer/Planner: DAC Engineers
 Contact Person: David Keel
 Telephone: 281-506-7119
 Fax Number: _____
 Email Address: david.keel@dacengineers.com

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
	\$529.52
TOTAL PLATTING FEE	_____
Park Fees (due at Final Plat Application)	_____

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

SIGNATURE

Laurie C. Riojas/Plat Coordinator

TYPED OR PRINTED NAME/TITLE

10/20/16

DATE

November 2, 2016

Engineering Review

Final Plat
Christian Brothers Fulshear
City of Fulshear, Texas

For Information only:

1. This plat will create one (1) Reserve with an area of 1.1808 acres that fronts on F.M. 1463.
2. Besides the access on F.M. 1463 (Thru the Texas Department of Transportation Permit Process) the Reserve also has access thru a shared access easement from the South.

Recommendations:

I recommend that this Final Plat of Christian Brothers Fulshear be approved with the following additions/corrections:

- A) The area for the Reserve is shown as 1.808 acres in the Metes and Bounds description and 1.1808 on the face of the plat.
- B) The City Planning Letter from Integrity Title shows a Lien to Third Coast Bank SSB. A Lien Holder Subordination is required.
- C) The Chairman of the Planning Commission is Amy Pearce and the Co-Chairman is Austin Weant. Their names need to be printed below their signature lines.



May 31, 2016

RESPONSE

LETTER

10/20/2016

Engineering Review

Preliminary Plat Christian
Brothers Fulshear City of
Fulshear, Texas

For Information only:

1. This plat will create one (1) Reserve with an area of 1.1808 acres that fronts on F.M. 1463.
2. Besides the access on F.M. 1463 (Thru the Texas Department of Transportation Permit Process) the Reserve also has access thru a shared access easement from the South.

Recommendations:

I recommend that this Preliminary Plat of Christian Brothers Fulshear be approved with the following additions/corrections:

- A) A Metes and Bounds description is required on the face of the plat per the City's Subdivision Ordinance. **Metes and bounds description has been added to the face of the plat.**
- B) Contour lines are required on the plat per the City's Subdivision Ordinance. **Contour lines have been added.**
- C) The lines for Katy ISD and Lamar ISD need to be shown on the Vicinity Map. The City limits lines on the Vicinity Map are not correct
Vicinity Map corrected.
- D) There appears to be spelling issues with Note #2 (Anil)?
Spelling issue has been corrected.
- E) The Mayor's signature block needs to be updated to reflect the current Mayor, Jeff W. Roberts. **Current Mayor's signature block updated.**



Integrity Title

CITY PLANNING LETTER

September 22, 2016
Effective Date: September 15, 2016

Job No. 1621358A
Ref: XARIS PROPERTIES LLC

STATE OF TEXAS:
COUNTY OF FORT BEND:

THIS IS TO CERTIFY: That after a careful examination of the records in the offices of the Clerk of this County (excluding U. C. C. Records), as to the property described as follows:

Being a 1.1808 acre (51,434 square feet) tract of the T.W. Southerland, Abstract No. 421, City of Fulshear, Fort Bend County, Texas and being out of a called 41.78 acre tract of land, as described in that certain Special Warranty Deed with Vendor's Lien dated July 19, 2016, from Landmark Industries and recorded in Fort Bend County Clerk's File No. 2016077883.

We find the record title to be apparently in:

XARIS PROPERTIES, LLC, a Texas Limited Liability Company

By virtue of that certain Special Warranty Deed with Vendor's Lien dated July 19, 2016, from Landmark Industries and recorded in Fort Bend County Clerk's File No. 2016077883.

Subject to the following liens:

Deed of Trust and Security Agreement dated July 19, 2016, payable to Third Coast Bank SSB and recorded under Fort Bend County Clerk's File No. 2016078292 and that Assignment of Leases and Rents dated July 19, 2016, from Xaris Properties, LLC to Third Coast Bank SSB and recorded under Fort Bend County Clerk's File No. 2016078293.

Deed of Trust, Assignment of Rents and Security Agreement Second Lien dated July 19,



Integrity Title

2016, payable to CBH Properties Investments, LLC and recorded under Fort Bend County Clerk's File No. 2016078924.

Subject to the following easements and encumbrances:

20' Pipeline Easement as dedicated in that Relocation, Consent and Easement Agreement dated March 31, 2016, granted to Landmark Industries and Xaris Properties LLC and recorded under Fort Bend County Clerk's File No. 2016051492.

Drill Site Access Easement as dedicated in that Relocation, Consent and Easement Agreement dated March 31, 2016, granted to Landmark Industries and recorded under Fort Bend County Clerk's File No. 2016051492.

7' easement being the Easterly $\frac{1}{2}$ of a 14' easement, together with an unobstructed aerial 8' easement, from a plane 16' above the ground upward, located easterly of and adjoining 7' easement and recorded under Fort Bend County Clerk's File No. 2010090494.

14' easement, together with an unobstructed aerial 7'6" easement, from a plane 16' above the ground upward, located southerly of and adjoining 449.69' said 14' easement and recorded under Fort Bend County Clerk's File No. 2010090494.

7' Public Utility Easement as set forth in that instrument recorded under Fort Bend County Clerk's File No. 20100065222.

7' Pubic Utility Easement as set forth in that instrument recorded under Fort Bend County Clerk's File No. 20102064849.

35' Building and Parking set back lines along FM 1463, 30' along the West property line, 15' along the North property line and 10' along the side property line as set forth in Fort Bend County Clerk's File No. 2006020011.

Declaration of Private Access Easement for the benefit of The Stoddard Group, Ltd. as set forth in that instrument recorded under Fort Bend County Clerk's File No. 2007089114.

Declaration of Private Access Easement for the benefit of The Stoddard Group, Ltd. as set forth in that instrument recorded under Fort Bend County Clerk's File No. 2010020750.

Easement Agreement dated July 19, 2016, by and between Landmark Industries Development, Ltd. and Xaris Properties, LLC and recorded under Fort Bend County Clerk's File No. 2016077884.



Integrity Title

Subject to the following restrictions:

Restrictive Covenants as set forth in those instruments recorded in Fort Bend County Clerk's File No. 9526750, 2006020011 and 2016077789.

We have made no examination as to special assessments or conflicts.

INTEGRITY TITLE COMPANY LLC

John Cones

LIMITATION OF LIABILITY: THE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS INFORMATION OR ANY ACT IN CONNECTION HERewith WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE SERVICES OR PRODUCTS SOLD HEREUNDER OR THE PRICE OF THAT PORTION OF SUCH SERVICES OR PRODUCTS ON WHICH LIABILITY IS ASSERTED. INTEGRITY TITLE COMPANY LLC MAKES NO WARRANTY WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, AS TO THE QUALITY, FITNESS, SUITABILITY, CONFORMITY, OR MERCHANTABILITY OF THE SERVICES OR PRODUCTS SOLD.



AGS Consultants, LLC
TBPLS Firm No. 10193810
16800 Greenspoint Park Drive,
Suite 180N
Houston, Texas 77060
Telephone: 832-301-3815
Fax: 832-413-5210

October 21, 2016

Ms. Laura Richard
Fort Bend County Clerk
Fort Bend County Clerk's Office
301 Jackson Street
Richmond, Texas 77469

RE: Taxing Entities for Christian Brothers Fulshear

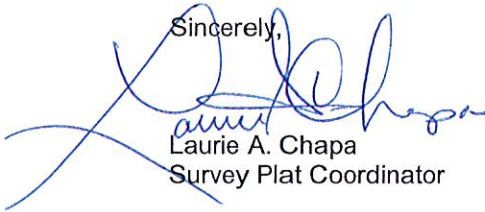
Dear Ms. Richard:

Below is a listing of the taxing entities for Christian Brothers Fulshear

1. Katy Independent School District
2. Fort Bend County
3. City of Fulshear
4. Fort Bend ESD#4

Please let me know if you have any questions.

Sincerely,



Laurie A. Chapa
Survey Plat Coordinator

PATSY SCHULTZ, PCC
Fort Bend County Tax Assessor/Collector

1317 Eugene Heimann Circle
Richmond, Texas 77469-3623

281-341-3710

REVIEW FORM

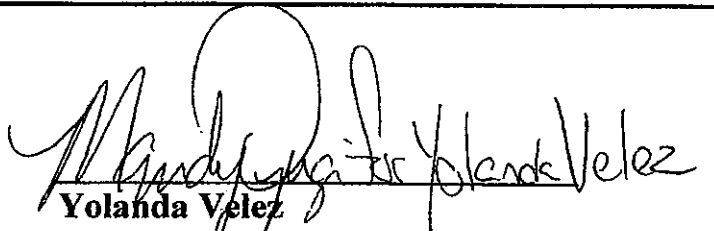
On July 15, 2016 the Fort Bend County Tax Research Department reviewed the:

1. Construction Plans _____
2. Plat *Clearing for May 2016 Plat "Christian Brothers Fulshear" being a subdivision of 1.1808 acres located in the T.W. Southerland Survey, Abstract 421, in City of Fulshear, Fort Bend County, Texas. This subdivision contains 0 Lots, 1 Block, and 1 Reserve.* _____
3. Permit _____

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

Tax Certificates #230238244 was issued to AGS Consultants LLC to clear this plat.

This Plat is subject to FA 1-d-1.


Yolanda Velez
Department Coordinator – Research Dept.

TAX CERTIFICATE



PATSY SCHULTZ, PCC
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
1317 EUGENE HEIMANN CIRCLE
RICHMOND, TEXAS 77469-3623

Issued To:
AGS CONSULTANTS LLC
16800 GREENSPPOINT PARK DR STE 180N
HOUSTON , TX . 77060

Legal Description
0421 T W SOUTHERLAND, ACRES 13.5358

Parcel Address: 6614 FM 1463 RD

Legal Acres: 13.5358

Additional Legal Description

2015 TAXES HAVE BEEN PAID. CLEARING FOR MAY 2016 PLAT "CHRISTIAN BROTHERS FULSHEAR" BEING A SUBDIVISION OF 1.1808 ACRES LOCATED IN THE T.W. SOUTHERLAND SURVEY, ABSTRACT 421, IN CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS. THIS SUBDIVISION CONTAINS 0 LOTS, 1 BLOCK, AND 1 RESERVE. **THIS PLAT IS SUBJECT TO FA 1-D-1**.

Account Number: 0421-00-001-0000-914

Print Date: 07/15/2016

Certificate No: 230238244

Paid Date: 07/15/2016

Certificate Fee: \$10.00

Issue Date: 07/15/2016

Operator ID: RAQUELA

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2015. TAXES THRU 2015 ARE PAID IN FULL.

Exemptions:

OPEN SPACE 1-D-1

Certified Owner:

LANDMARK INDUSTRIES
11111 WILCREST GREEN DR
STE 100
HOUSTON , TX 77042-4739

Table with 2 columns: Description and Amount. Rows include 2015 Value (1,150,410), 2015 Levy (\$2,046.63), 2015 Levy Balance (\$0.00), Prior Year Levy Balance (\$0.00), Total Levy Due (\$0.00), P&I + Attorney Fee (\$0.00), and Total Amount Due (\$0.00).

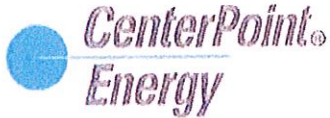
Certified Tax Unit(s):

- 2 KATY ISD
38 FORT BEND ESD#4
41 CITY OF FULSHEAR
78 FORT BEND CO DRAINAGE
79 FORT BEND CO GEN FND

Reference (GF) No: N/A

Issued By:
PATSY SCHULTZ, PCC
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
(281) 341-3710

Signature of Raquel Arredondo
RAQUEL ARREDONDO



Katy/Sealy Service Center
P.O. Box 7
Katy, TX 77494-0146

March 5, 2015

Hope Gomia
Services on the Ball, LLC
PO Box 940236
Houston, TX 77094

Dear Mrs. Gomia:

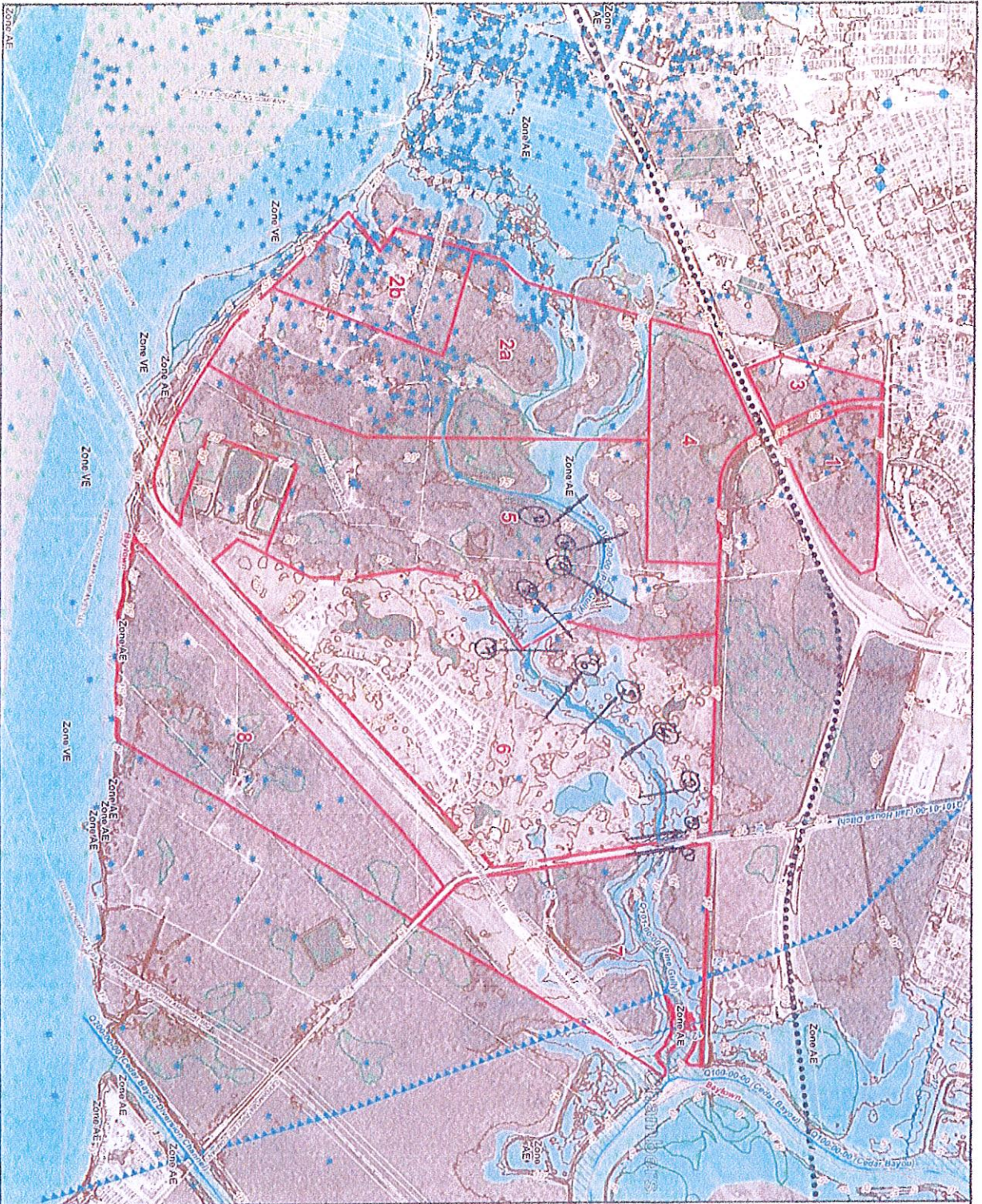
This letter is in response to a request concerning availability of electric service for the property located north of FM 1093 on FM 1463 Rd in Fulshear, TX, 77441. CenterPoint Energy serves this area and electric service is available to this location. Electric service will be extended to this project in accordance with our standard line extension practices in effect at the time service is requested.

The point of service, voltage supplied and specific load requirements will be determined when detailed plans of the site (showing the building on the site, including proposed and existing utilities), an electrical one line diagram, and a load analysis are made available to us. The arrangement of the electric distribution facilities and any associated cost will be determined after we receive your request for service.

Sincerely,

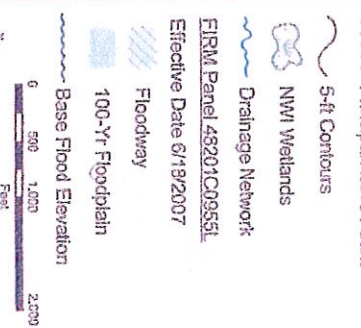
A handwritten signature in cursive script that reads "N. Favre".

Nicholas Favre
Service Consultant



Legend

- Tracks
- HCAD Parcels
- City Limits
- County Boundaries
- Grand Parkway Alignment
- Groundwater Well Locations
- Oil and Gas Wells
- Pipelines
- Principal Active Faults
- 5-ft Contours
- NMI Wetlands
- Drainage Network
- FIRM Panel 48201C00955L
- Effective Date 6/19/2007
- Floodway
- 100-Yr Floodplain
- Base Flood Elevation



Harris County Municipal Utility District No. 528
 City of Baytown, Texas
 Property Evaluation
 680-A/C Tracts
AECOM
 AECOM Technical Services, Inc.
 504 Westheimer Rd., Suite 200
 Houston, Texas 77056-5539
 T: 281.834.8500
 F: 281.834.8500
 www.aecom.com
 Date: October 2014
 Project: 0123297
 Sheet: 1

4/1/2015

Letter of Gas Availability

Project: CHRISTIAN BROTHERS

Address: FN 1463/I093

Contact: HOPE GOMIA

Telephone 832-671-0414

Fax: _____

To Whom It May Concern:

Based on the information you have provided, my preliminary investigation shows that CenterPoint Energy has gas mains in the vicinity of the above mentioned address adequate to supply your natural gas demands.

Cost (if applicable) of installation and location of service line will be determined after I have received the following information:

1. A copy of the "recorded" site plan (with scale, meets and bounds).
2. A copy of the site plan showing the meter location.
3. A copy of the plumbing plan or a detailed list of all gas equipment and BTU input rating of each appliance. Include estimated days and hours of operation.
4. Required delivery pressure.

Thank you for your interest in natural gas. I look forward to working with you. If you have any further questions, please give me a call.

Sincerely,

IGNACIO GUERRERO

Ignacio Guerrero
Sr. Gas Service Coordinator
4011 Ave H
Rosenberg Tx 77471

Fax 281.341.4943, Phone 281.341.4936



March 16, 2015

Services On the Ball, LLC
Attn: Hope Gomia
PO Box 940236
Houston, TX 77094

Dear Hope Gomia,

AT&T is pleased to respond to your request for no objection letter of plans received for the Commercial Property located in the NWC FM 1436 @ FM 1093, Fulshear, Texas. AT&T places facilities within easements and/or public right-of-way adjacent to property requiring service.

Please contact me as soon as this development is approved, or have your agent call me. I will need adequate time to place new facilities for service to this development. Thank you very much. If you have any questions or require additional information, please contact me at my office: 281-341-4312 or e-mail me at: mb2759@att.com.

Sincerely,

Mike Broussard

Mike Broussard
Manager OSP Planning and Engineering Design

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NOS. 169 AND 173

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

April 6, 2015

Christian Brother's Automotive
c/o DAC Engineering
Attn: Mario Ipina
15995 N. Barkers Landing Rd.
Suite 180
Houston, Texas 77079

Re: Potable Water/Sanitary Sewer Capacity Reserved by Fort Bend County Municipal Utility District No. 169 ("MUD 169") and Fort Bend County Municipal Utility District No. 173 ("MUD 173") for an approximately 1.08 acre tract of land owned or to be owned by Christian Brother's Automotive within MUD 173 located along FM 1463 near the northwest corner of FM 1093 and FM 1463, as shown generally on EXHIBIT A, (the "Tract").

Dear Christian Brother's Automotive:

Christian Brother's Automotive (referred to herein as "you" or "your") has requested that MUD 169 and MUD 173 (collectively, the "Districts") reserve potable water capacity and sanitary sewer capacity for the Tract.

This reservation will be equal to 1,200 gallons per day ("gpd") of potable water capacity and 311 gpd of sanitary sewer capacity (collectively, the "Capacity"), which amounts are sufficient according to you to develop the Tract for commercial purposes.

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

1. MUD 173 has or will: (i) construct water and sanitary sewer facilities serving land within its boundaries, (ii) convey them to the City of Fulshear (the "City") for ownership and operation, and (iii) reserve for itself all of the capacity in said facilities. MUD 169 has or will: (i) construct potable water and sanitary sewer facilities serving its approximate 3,271 acre service area, (ii) convey them to the City for ownership and operation, and (iii) reserve for itself all of the capacity in said facilities. Accordingly, MUD 169 agrees to reserve the Capacity in the facilities constructed by MUD 169 and MUD 173 agrees to reserve the Capacity in the facilities constructed by MUD 173. You

understand that the City (not the Districts) owns the potable water and sanitary sewer facilities that will serve the Tract. Accordingly, you understand and agree that this letter is only a reservation of capacity, and the City (not the Districts) is responsible for maintenance and operation of potable water and sanitary sewer facilities and for the provision of potable water and sanitary sewer service from said facilities.

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

ordinances, rules, and regulations, and with any amendments hereafter to such orders, ordinances, rules, and regulations.

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

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

[EXECUTION PAGES FOLLOW]


Very truly yours,

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 169



President, Board of Directors

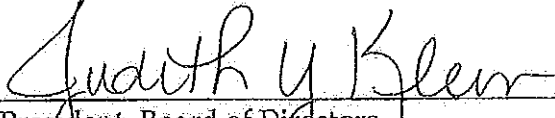
ATTEST:

Post 

Secretary, Board of Directors

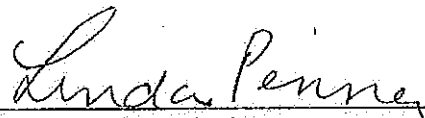


FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 173

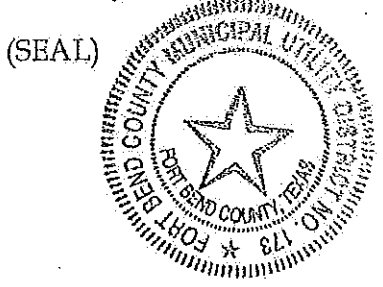


President, Board of Directors

ATTEST:



Secretary, Board of Directors



Christian Brother's Automotive ^{Corporation} agrees to all of the above terms and conditions.

EXECUTED this 5th day of May, 2015.

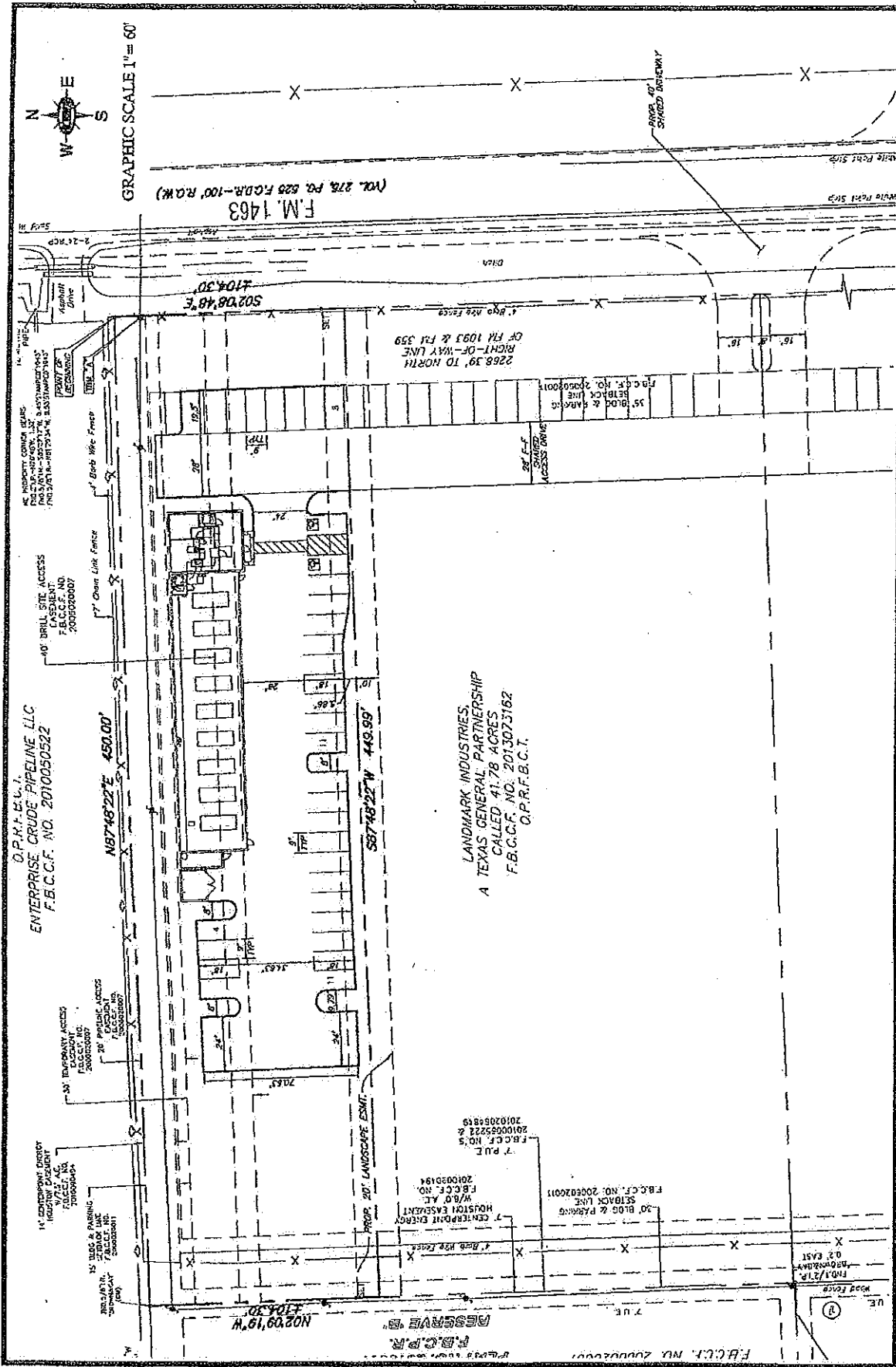
CHRISTIAN BROTHER'S
AUTOMOTIVE Corporation

By: _____

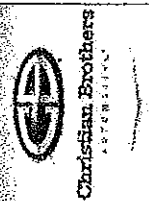
Name: Mark A. Carr

Title: President

EXHIBIT A



Christian Brothers Automotive
 F/M 1463/F/M 1093
 Fulshear, Texas 77441
 DATE: JANUARY 6, 2015



NO.	DESCRIPTION	REVISIONS

LANDMARK INDUSTRIES,
 A TEXAS GENERAL PARTNERSHIP
 CALLED 41.78 ACRES
 F.B.C.C.F. NO. 2013023182
 O.P.R.F.B.C.T.

O.P.R.F.B.C.T.
 ENTERPRISE CRUDE PIPELINE LLC
 F.B.C.C.F. NO. 2010050522

15' DRIVE & PARKING
 STRIP USE
 TRANSMISSION
 FACILITY

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

20' PRIVATE ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

10' DRILL SITE ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' PROPERTY CORNER DEFS
 FOR 20' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

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 F.B.C.C.F. NO. 2008000007

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 LOCATION
 F.B.C.C.F. NO. 2008000007

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 LOCATION
 F.B.C.C.F. NO. 2008000007

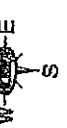
15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

15' DRIVEWAY ACCESS
 LOCATION
 F.B.C.C.F. NO. 2008000007

GRAPHIC SCALE 1" = 60'



F.M. 1463
 (VOL. 278, PG. 528 F.C.D.R.-100' R.O.W.)

2288.39' TO NORTH
 RIGHT-OF-WAY LINE
 OF FM 1093 & FM 359

502'08'48" E
 170'4.30'

507'45'22" W 449.95'

187'48'22" E 450.00'

102'09'19" W

102'09'19" W

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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 Shops at Cross Creek / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 11-02-2016

City Secretary

Processed
 Returned for additional data

BY: ML DATE: 10-24-2016

Planning Commission Review

Approved
 Returned for additional data

BY: _____ DATE: _____

City Council Review

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

JOB #171-3
 Final plat

Subdivision/Development Platting Application

Date: 10-21-16 Date Received by the City of Fulshear: _____
 Subdivision: Shops at Cross Creek Development: Commercial

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City _____ ETJ (Extraterritorial Jurisdiction)

Legal Description: 4.1278 acres in the T.W. Satherland Survey, Abstract No 421

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

Total Acreage: 4.1278
 Number of Streets: 0
 Number of Lots: 0
 Number and Types of Reserves: 2
 Total Acres in Reserve: 4.1278

Owner: Texas Petroleum Pumps, LLC/The Shops at Cross Creek
 Address: 109 North Post Oak Lane, #550 LLC
 City/State: Houston, TX 77024
 Telephone: 713-623-6944
 Email Address: rmaeckel@team-civil.com

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

Platting Fees	
Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre	
Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre	103.20
Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre	
Amending or Minor Plat - \$200.00	
Plat Vacation - \$500.00	
2 nd Review of plats - \$100.00 (each additional review)	
TOTAL PLATTING FEE	\$ 603.20
Park Fees (due at Final Plat Application)	

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

R Maechel SIGNATURE Ryan Maechel/Platting Manager TYPED OR PRINTED NAME/TITLE 10-21-16 DATE

November 2, 2016

Engineering Review

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

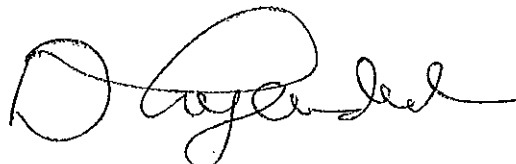
For Information only:

1. This plat will create two (2) Reserves that cover a total area of 4.1278 acres. Reserve "A" (3.8752 acres) is unrestricted while Reserve "B" (0.2526 acres) is restricted to Access.
2. Reserve "A" appears to be owned by the Shops at Cross Creek, LLC and Reserve "B" is owned by Texas Petroleum Group LLC.
3. Access to both the Reserves will be off of F.M. 1463 thru the Texas Department of Transportation Permitting process
4. This plat was previously approved in 2014.

Recommendations:

I recommend that this Final Plat of the Shops at Cross Creek be approved once the following items are addressed:

1. The Title Commitment covers only the area of Reserve "A". A City Planning Letter or Title Commitment is needed for Reserve "B".
2. A Metes and Bounds description for Reserve "B"; is needed on the face of the plat.
3. The Chairman of the City Planning Commission is Amy Pearce and the Co-Chairman's name is Austin Weant. These need to be added to the plat.
4. In the dedication language, the ownership of each reserve needs to be called out.



THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER *MUST* BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



Fidelity National Title Insurance Company

FAH16006481

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Fidelity National Title Insurance Company, a California corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Erika Norris



CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

SCHEDULE A

Effective Date: September 1, 2016 at 8:00 AM
Commitment No.: FAH16006481-Commitment for Title Insurance (T-7)
- 2014

GF No.: FTH-18-FAH16006481MM
Issued: September 21, 2016 at 8:00 AM

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$9,750,000.00
PROPOSED INSURED: Allen & Loucks Venture, L.P.
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER

Policy Amount: \$0.00
PROPOSED INSURED: Wells Fargo Wealth and Investment Management
2. The interest in the land covered by this Commitment is:

Fee Simple as to Tract 1
Easement Estate as to Tracts 2 & 3
3. Record title to the land on the Effective Date appears to be vested in:

THE SHOPS AT CROSS CREEK, LLC

SCHEDULE A
(continued)

4. Legal description of land:

TRACT 1:

A FIELD NOTE DESCRIPTION of a 3.8752 acre (168,804 square feet) tract of land in the T.W. Southerland Survey, Abstract No. 421, City of Fulshear, Fort Bend County, Texas; said 3.8752 acre tract of land being conveyed to The Shops at Cross Creek, LLC, as recorded in Fort Bend County Clerk's File No. 2013146106; said tract being more particularly described by metes and bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 5/8-inch iron rod with cap stamped "TEAM" set in the west right-of-way line of F.M. 1463 (100 feet wide), as recorded in Volume 275, Page 525 of the Fort Bend County Deed Records for the northeast corner of a tract of land conveyed to Texas Petroleum Group, LLC, as recorded in Fort Bend County Clerk's File No. 2012126762 and for a southeast corner of this tract;

THENCE, South 87° 50' 46" West – 92.29 feet with a north line of said Texas Petroleum Group tract to a cut "x" set for an angle point of this tract;

THENCE, South 42° 48' 42" West – 49.85 feet with a north line of said Texas Petroleum Group tract to a 5/8-inch iron rod with cap stamped "TEAM" set for an angle point of this tract;

THENCE, North 76° 23' 54" West – 165.92 feet with a north line of said Texas Petroleum Group tract to a 3/4-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of said Texas Petroleum Group tract and for an angle point of this tract;

THENCE, South 87° 50' 33" West – 92.80 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southwest corner of this tract;

THENCE, North 02° 09' 27" West – 429.83 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northwest corner of this tract;

THENCE, North 87° 50' 33" East – 380.00 feet to a mag nail set in the west right-of-way line of said F.M. 1463 for the northeast corner of this tract;

THENCE, South 02° 09' 27" East – 439.63 feet with the west right-of-way line of said F.M. 1463 to the POINT OF BEGINNING and containing 3.8752 acres (168,804 square feet) of land.

TRACT 2:

Easement estate as created in that certain Declaration of Private Access Easement by and between Landmark Industries Development, Ltd. and The Stoddard Group, Ltd. recorded on July 18, 2007 under Fort Bend County Clerk's File No. 2007089114.

TRACT 3:

Easement estate as created in that certain Declaration of Private Access Easement by and between Landmark Industries Development, Ltd., S.G. Partners, LP and Trendmaker Homes, Inc. recorded on March 11, 2010 under Fort Bend County Clerk's File No. 2010020750.

END OF SCHEDULE A

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Commitment No.: FAH16006481

GF No.: FTH-18-FAH16006481MM

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

Fort Bend County Clerk's File No(s). 9526750, 2006020011, 2013146106, and 2016077789.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Shortages in area.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)
4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2016 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
(Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
- a. Rights of tenants in possession, as tenants only, under the following unrecorded written leases:
(seller to provided tenant list)
 - b. Intentionally Deleted.
 - c. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Houston Lighting & Power Company
Purpose:	easement for electric distribution facilities
Recording Date:	August 13, 1997
Recording No:	Fort Bend County Clerk's File No. 9750920
Affects:	As provided therein
 - d. Intentionally Deleted.
 - e. Terms, conditions and stipulations of that certain Permanent Easement Agreement recorded under Fort Bend County Clerk's File No. 2014130423.
 - f. Terms, conditions and stipulations of that certain Declaration of Private Access Easement recorded under Fort Bend County Clerk's File No. 2007089114. (Tract 2 & 3 only)
 - g. Terms, conditions and stipulations of that certain Declaration of Private Access Easement recorded under Fort Bend County Clerk's File No. 2010020750. (Tract 2 & 3 only)
 - h. Waiver of Special Appraisal For The Benefit of Fort Bend County Municipal Utility District No. 173 recorded under Fort Bend County Clerk's File No. 2011008315.
 - i. Ordinance of the City of Fulshear, Texas, including but not limited to the Service Plan as set out in Fort Bend County Clerk's File No. 2011021836.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- j. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Fort Bend County Clerk's File No. 1999028732

Which document contains the following language: There is reserved from this conveyance unto the Grantors, their heirs and assigns all of the oil, gas and other minerals presently owned by Grantors in and under the above described property with full right of ingress and egress on the part of the Grantors, their heirs and assigns for the purpose of exploring, producing and saving such oil, gas and other mineral herein reserved.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- k. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Fort Bend County Clerk's File No. 2002088346

Which document contains the following language: Seller hereby reserves unto Seller three-fourths (3/4ths) of the oil, gas, and other minerals that Seller currently owns in and under the Property and that may be produced from the Property that have not heretofore been reserved or conveyed to other parties, including royalties or other interests therein. Seller expressly covenants and agrees that any future leases for oil, gas, and/or other minerals executed by Seller, or Seller's successors or assigns, covering the oil, gas, and/or other minerals in and under, and that may be produced from, the Property shall expressly provide that the lessee therein shall have no right to conduct exploration, development, or exploration operations on the surface of the Property, or any part thereof, or to construct houses, pits, tanks, lines, or similar improvements thereon, and the right to develop and produce the minerals shall be exercised by conducting all such related operations on other property.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- l. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Fort Bend County Clerk's File No. 2002116850

Which document contains the following language: Seller hereby reserves unto Seller three-fourths (3/4ths) of the oil, gas, and other minerals that Seller currently owns in and under the Property and that may be produced from the Property that have not heretofore been reserved or conveyed to other parties, including royalties or other interests therein. Seller expressly covenants and agrees that any future leases for oil, gas, and/or other minerals executed by Seller, or Seller's successors or assigns, covering the oil, gas, and/or other minerals in and under, and that may be produced from, the Property shall expressly provide that the lessee therein shall have no right to conduct exploration, development, or exploration operations on the surface of the Property, or any part thereof, or to construct houses, pits, tanks, lines, or similar improvements thereon, and the right to develop and produce the minerals shall be exercised by conducting all such related operations on other property.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- m. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Fort Bend County Clerk's File No. 2006020007

Which document contains the following language: There is excepted from this conveyance of the Property, all oil, gas and other minerals in, under and that may be produced from the Property, together with all rights incidental and necessary to the recovery thereof; provided however, that the Grantor herein waives its rights to develop or extract such oil, gas and other minerals from the use of the of the surface of the Property, except pursuant to a "Surface Waiver" Agreement between Grantor and Grantee of even date herewith which is set out on Exhibit "B", which is attached hereto and made a part hereof for all purposes (the "Surface Waiver").

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- n. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Volume 241, Page 396 and as corrected in Volume 287, Page 289, both of the Deed Records of Fort Bend County, Texas.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- o. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- p. A building set-back line, as disclosed by Declaration of Restrictive Covenants.

Recording No.: Fort Bend County Clerk's File No. 2006020011

Affects: 10' along the west, north and east property line; 35' along the south property line

SCHEDULE C

Commitment No.: FAH16006481

GF No.: FTH-18-FAH16006481MM

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
- 5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$6,052,200.00
 Dated: November 18, 2013
 Trustor/Grantor SHOPS AT CROSS CREEK, LLC
 Trustee: JAY ROGERS
 Beneficiary: INTERNATIONAL BANK OF COMMERCE
 Recording Date: November 21, 2013
 Recording No: Fort Bend County Clerk's File No. 2013146107

Assignment of Leases

From: SHOPS AT CROSS CREEK, LLC
 To: INTERNATIONAL BANK OF COMMERCE
 Recording: Fort Bend County Clerk's File No. 2013146108

- 6. The Land lies within the boundaries of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 173 and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.
- 7. The Land lies within the boundaries of FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1 and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.

SCHEDULE C

(continued)

8. The Land lies within the boundaries of FORT BEND ESD 4 and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.
9. The Land lies within the boundaries of FORT BEND COUNTY LFRC and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.
10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: THE SHOPS AT CROSS CREEK, LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded November 21, 2013 at Fort Bend County Clerk's File No. 2013146106, wherein the grantee acquired the subject property.

SCHEDULE C

(continued)

12. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

SCHEDULE D

Commitment No.: FAH16006481

GF No.: FTH-18-FAH16006481MM

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Fidelity National Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

Fidelity National Title Agency, Inc.

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTS Holdings, LLC owns 100% of **Fidelity National Title Agency, Inc.**

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Directors: Raymond Randall Quirk, Anthony John Park

Officers: Richard Allen Jones (President), Laurie A. Ford (Senior Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Joseph William Grealish (Executive Vice President)

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$	40,404.00
Endorsement Charges	\$	6,060.60
Total	\$	46,464.60

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.



Fidelity National Title Agency, Inc.
 1110 N. Post Oak Rd., Suite 220
 Houston, TX 77055
 Phone (713)966-4012

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date:
To: The Shops at Cross Creek LLC
Property: 6630 FM 1463 Road, Fulshear, TX 77441

This is to give you notice that Fidelity National Title Agency, Inc., a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Fidelity National Title Agency, Inc. with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

Settlement Service Provider:	Type of Settlement Provided:	Range of Charges:
National TaxNet	Tax Information	\$50 to \$100 including sales tax and \$5 for each additional parcel over 3 parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment

I/We have read this disclosure form and understand that Fidelity National Title Agency, Inc. is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Shops at Cross Creek LLC

BY: _____

_____ Date

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE
Effective: April 1, 2016

Order No.: FAH16006481MM

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of thirteen (13), and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNE. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two (2) types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three (3) main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.



We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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All Rights Reserved.

EFFECTIVE AS OF APRIL 1, 2016



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 Shops at Cross Creek II / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: 11-02-2016

City Secretary

Processed
 Returned for additional data

BY: mn DATE: 10-24-2016

Planning Commission Review

Approved
 Returned for additional data

BY: _____ DATE: _____

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____



JOB #171-43 Prelim Plat

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: 10-19-10 Date Received by the City of Fulshear:
Subdivision: Shops at Cross Creek II Development: Commercial

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 4.6733 acres in the T.W. Southerland Survey, Abstract No. 421

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

Total Acreage: 4.6733
Number of Streets: N/A
Number of Lots: N/A
Number and Types of Reserves: 1 unrestricted reserve
Total Acres in Reserve: 4.6733

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

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

Table with 2 columns: Fee Type, Amount. Includes Preliminary Plat, Final Plat, Replat, Amending or Minor Plat, Plat Vacation, 2nd Review of plats, TOTAL PLATTING FEE \$558.42, Park Fees.

Handwritten calculations: 500.0 + 58.4 = 558.4

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

SIGNATURE: Ryan Moeckel TYPED OR PRINTED NAME/TITLE: Ryan Moeckel DATE: 10-19-10

November 2, 2016

Engineering Review

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

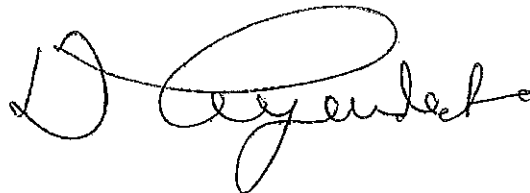
For Information only:

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

Recommendations:

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

- A) Mayor (update name).
- B) Planning Commission Chairman & Co-Chairman (update names).
- C) The City Planning Letter also shows a Lien that will need to be addressed at the time of Final Platting.



STARTEX TITLE COMPANY
617 Caroline Street
Houston, Texas 77002

CITY PLANNING LETTER

Date: October 13, 2016

To: City Planning Commission
City Hall
Fulshear, Texas

To Whom It May Concern:

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

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

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

PROPERTY:

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

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

Subject to:

RESTRICTIONS:

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

EASEMENTS:

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

1) An easement seven (7) feet wide, being the Easterly one-half (1/2) of a fourteen (14) foot wide easement, the location of which is shown by the hatched area on Sketch No. 10-0289A & 10-0289B attached and made a part thereof, together with an unobstructed aerial easement eight (8) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located easterly of and adjoining said seven (7) foot wide easement.

2) An easement ten (10) feet wide, the location of which is shown by the double hatched area on 10-0289B attached and made a part thereof, together with an unobstructed aerial easement eleven (11) feet six (6) inches (shown as five (5) inches on survey) wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located easterly of and adjoining (200.50'), southerly of and adjoining (792.28') and southeasterly of and adjoining (534.87') said ten (10) foot wide easement.

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

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

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

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

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

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

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

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

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

MISCELLANEOUS:

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

LIENS:

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

ABSTRACTS OF JUDGMENTS AND/OR FEDERAL TAX LIENS:

None of record.

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

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

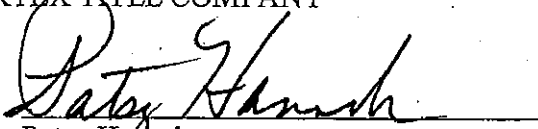
THIS CERTIFICATE SHALL NOT CONSTITUTE A COMMITMENT TO ISSUE TITLE INSURANCE, AND THE LIABILITY HEREBUNDER IS LIMITED TO THE CONSIDERATION PAID HEREFOR.

We trust this is the information you desire.

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

STARTEX TITLE COMPANY

By:


Patsy Hannah
Examiner

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

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

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

THENCE, South $87^{\circ} 50' 13''$ West - 380.00 feet with the north line of said 3.8752 acre tract to a 5/8-inch iron rod found for the northwest corner of said 3.8752 acre tract and for a southwest corner of this tract;

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

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

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

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

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



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

September 12, 2014

Landmark Industries
c/o Greg Ofield, P.E.
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400
Houston, Texas 77042

RE: Roadway Improvements
Permit 14-1673RD
Fort Bend County
FM 1463 at FM 1093
Control Section 0188-10-031

Dear Mr. Ofield:

Reference is made to the modification of the roadway within the right-of-way of FM 1463 at FM 1093 in Fort Bend County. We offer no objection to your request, as submitted by, Brown & Gay Engineers, Inc., Inc., subject to the following provisions:

1. It is expressly understood that the State does not purport hereby to grant any right, claim, title, or easement in or upon this highway.
2. Pavement structure within State right-of-way shall equal or exceed the existing pavement structure.
3. The grantee acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed improvement. It is mutually agreed and understood that the grantee will indemnify and save harmless the State from any and all damage or loss that may develop due to this project.
4. All work on highway right-of-way shall be performed in accordance with State instructions. The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.
5. Barricades and warning signs, and flagmen, when necessary, shall be provided by the contractor or the owner. It is understood that the State considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Uniform Act Regulating Traffic on Highways" (V.C.S. 6701d).

C

O

P

Y

THE TEXAS PLAN


REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

6. The work covered by this permit shall be so conducted that it will not interfere in any way with any highway contract construction or repair work, or any State maintenance work that may be done on this road. In the event that such interference occurs, you will cease operations in the area involved until such time as the roadwork referred to above is completed.
7. Performance of work within highway right-of-way will constitute your acceptance of the terms herein listed.
8. This approval void if installation not complete within one year from date of approval.
9. This permit issued subject to a traffic control plan, which will be approved by the Area Engineer. No work within State right-of-way shall begin until this approval has been given.
10. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the grantee and the grantee shall indemnify and save harmless the State from any and all damage or loss that may develop due to this project.

Please notify Royce Macha, our Maintenance Section Supervisor, at telephone number (281) 238-7950 at least 48 hours before beginning work so that he may have a representative present.

Sincerely,


James V. Hunt, P.E.
Director of Maintenance
Houston District

LHM

Attachment

cc: Royce Macha, w/attachment
Brown & Gay Engineers, Inc., w/attachment



Form 1058
(Rev. 6/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

To: Landmark Industries c/o Brown & Gay Engineers Inc. 10777 Westheimer Ste 400 Houston, TX 77042	Hwy. FM 1463 Control 188 713-488-8313 (Phone)	Permit No. 14-1673 RD Section 10
--	---	---

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Landmark Industries c/o Brown & Gay Engineers Inc., hereinafter called the Permittee, to construct/reconstruct a Commercial access driveway on the highway right of way abutting highway number FM 1463 in in Fort Bend County, located FM 1093.

Subject to the Following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:
Provide 3-40' wide driveways with 50' radius using a singleline of 30" RCP with SETs. Provide a continuous left turn lane as shown on the attached drawing. The environmental study has been cleared.
- Access Only (No developed flow to TxDOT)
- All Construction and materials shall be subject to inspection and approval by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as service pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative Royce Macha at telephone (281) 238-7950 at least twenty-four (24) hours prior to beginning the work authorized by this permit.

September 12, 2014

Date of Issuance

Texas Department of Transportation

SEE LETTER PERMIT.

James V. Hunt, P.E.
Director of Maintenance
Houston District

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: _____ Signed: _____
(Property owner or owner's representative)



Permit to Construct Access Driveway Facilities on Highway Right of Way

Form 1058
(Rev. 04/10)
Page 1 of 2

PERMIT NUMBER: TxDOT ENTER PERMIT NUMBER HERE			
	GPS*	ROADWAY	
REQUESTOR	LATITUDE, LONGITUDE	HWY NAME	FM 1483
	29.69638889, -95.84583333	FOR TxDOT'S USE	
NAME	Tim McCamy	CONTROL	4-DIGIT
MAILING ADDRESS	11111 Wilcrest Green, Ste 100		SECTION
CITY, STATE, ZIP	Houston, Tx 77042		2-DIGIT EX. 01
PHONE NUMBER	713-243-3414		
*GLOBAL POSITIONING SYSTEM COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY			

The Texas Department of Transportation, hereinafter called the State, hereby authorizes _____ hereinafter called the Permittee, to construct / reconstruct a _____ (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number _____ in _____ County, located _____

USE ADDITIONAL SHEETS AS NEEDED

Subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
2. Design of facilities shall be as follows and/or as shown on sketch on page 2 and is subject to conditions stated below:

All construction of materials shall be subject to inspection and approval by the State.

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (_____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State.

Date of Issuance

State Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: 12/20/2013

Signed: Gregory A. O'Fallon, P.E.
(Property owner or owner's representative)

**SPECIAL PROVISIONS FOR PERMIT NUMBER
14-1673**

1. All Pipes used shall be Reinforced Concrete Pipe (RCP).
2. Culvert crossings within the 30-foot clear zone (parallel culverts) shall be required to have minimum 6:1 sloping ends known as Safety End Treatments (SETs). The culvert shall have sufficient length to allow the 6:1 slope to be achieved from the edge of pavement to the flowline at the end of the SET. Culverts that exceed 50' in length shall have a junction box for clean out as specified by the Area Engineer.
3. Culverts larger than single 30-inch diameter (or larger than multiple 24-inch diameter culverts) shall require safety pipe runners.
4. Riprap or stabilizing material shall be provided and installed by grantee at time of construction as directed by Area Engineer.
5. FOR TXDOT MAINTAINED ASPHALT SURFACED PAVEMENT no concrete pavement or curbing shall be allowed within State right of way. (See attached driveway profile.)
6. FOR TXDOT MAINTAINED CONCRETE SURFACED PAVEMENT, additional full-depth saw cuts may be made as needed to facilitate removal of the concrete within the limits of the required full-depth cuts. Concrete adjacent to the patch shall not be spalled or fractured by the removal procedure.(See attached driveway profile.)
7. Placement or removal of beautification on State right of way shall be under the direction of the Texas Department of Transportation.
8. The Grantee certifies that its storm water runoff to the State's right of way shall not be contaminated by any industrial processes or significant pollutants; and the State shall not be held liable for any pollutants entering State right of way through storm water connections.
9. Grantee shall meet all Americans with Disabilities Act (ADA) and Texas Department of Licensing Regulation (TDLR) requirements for items including but not limited to side walks and wheelchair ramps.
10. Grantee shall obtain overall environmental clearance with all appropriate regulatory agencies prior to beginning construction. Approval of this request by TxDOT does not relieve the Grantee or its agents of this obligation.
11. Work performed on railroad right-of-way or easements controlled by others is subject to the concurrence of the owner of said properties. Approval of this request by TxDOT does not relieve the Grantee of this obligation.
12. The complete permit package shall be on the project site at all times and available for review by TxDOT.

The Texas Department of Transportation will assist as follows:

1. Provide flow line elevation and inspection of construction.
2. This permit issued subject to a traffic control plan, which will be approved by the Area Engineer. No work within State right of way shall begin until this approval has been granted.

SPECIAL NOTE:

ADDITIONAL SPECIAL PROVISIONS FOR STREET TIE-IN PERMIT

- All work within the state, highway right of way shall be performed in accordance with state standards and specifications as to the installation and materials used.
- All materials and mix designs to be placed in TxDOT right of way must be obtained from TxDOT approved sources and be of approved TxDOT mix designs.
- All utilities shall be located and adjusted prior to commencing work. The location of and relocation and/or adjustment to any utilities shall be responsibility of the Contractor.
- No valves, meter boxes, manhole covers, etc will be allowed in the pavement. These appurtenances shall be relocated within the right of way as approved by TxDOT and the utility owner.
- All exposed dirt surfaces shall be seeded or sodded as specified by the Area Engineer.
- 4:1 maximum slope on the ditch front slope is required.
- The use of one lane closure traffic control plans will not be allowed during hours of 6 a.m. to 9 a.m. and 3:00 p.m. to 7 p.m. Monday through Friday as directed by the Area Engineer.
- The Contractor shall coordinate the sequence of construction and traffic control plan with any adjacent construction or maintenance projects to ensure the uninterrupted flow of traffic.
- In no event will an edge drop off be permitted during the hours of darkness. If the Contractor, due to unforeseen circumstances is unable to complete a section before the end of the work day, base material capable of vehicle support shall be pulled back to the existing pavement edge on a 4:1 slope as shown on the attached overnight drop-off detail.
- The work shall be completed such that the roadway will be fully opened to traffic overnight. No overnight lane closures will be permitted, unless otherwise approved by the Area Engineer.
- Plastic drums shall be used for overnight delineation of off roadway work areas.
- Standard Pavement Markings shall be placed according to the following standards: PM (1)-00A PM (3)-00A PM (4)-00A PM (5)-01 PM (6)-01.
- All raised pavement markers shall meet the requirements of Item 672, "Raised Pavement Markers."

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER



SUSAN COMBS • TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Claims Division
Austin, Texas 78774-0100

WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's office at (800) 531-5441, ext. 3-3660, toll free nationwide. The Austin number is (512) 463-3660.

NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Identification Number System (TINS) Guide for additional information.

GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255(1978).

SPECIFIC INSTRUCTIONS -

SECTION I - PAYEE IDENTIFICATION NUMBER

Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The Comptroller's assigned number is a number issued by the Texas Comptroller's office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in Item 3.

SECTION II - PAYEE INFORMATION

Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.
Item 9 - Enter the city, state and ZIP code.

SECTION III - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's office may be contacted at (512) 463-5555 for information regarding Texas charter or file numbers.

SECTION IV - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

SECTION V - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or toll-free number listed on this form.



For Comptroller's use only

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

• Shaded areas for state agency use only • See instructions on back

1. Is this a new account? YES Mail Code 000 NO Enter Mail Code _____ Agency number _____
 Complete Sections I - V Complete Sections I, II & V

SECTION I

2. PAYEE IDENTIFICATION NUMBER (PIN) - Indicate the type of number you are providing to be used for your PIN

1 - Federal Employer's Identification (FEI) Number
 2 - Social Security Number (SSN)
 3 - Comptroller's assigned number

Enter the number indicated _____

3. Are you currently reporting any Texas tax to the Comptroller's office other than unemployment (e.g., sales tax, franchise tax)?
 YES NO If "YES," enter Texas Taxpayer number _____

SECTION II

PAYEE INFORMATION (Please type or print)

4. Name of payee (Individual or business to be paid) _____

5. Mailing address where you want to receive payments _____

6. (Optional) _____

7. (Optional) _____

8. (Optional) _____

9. City _____ State _____ ZIP code _____ Zone code _____

10. SIC code _____ Security type code _____ (0, 1, 2) Payee telephone number (Area code and number) _____

SECTION III

11. OWNERSHIP CODES - Check only on code by the appropriate ownership type that applies to you or your business.

I - Individual Recipient (not owning a business)
 E - State Employee If checked, enter employing agency number _____
 S - Sole Ownership (Individual owning a business) If checked, enter the owner's name and Social Security Number (SSN)

Owner's name _____
 SSN 2 _____

P - Partnership If checked, enter two partner's names and Social Security Numbers (SSN). If a partner is a corporation, use the corporation's Federal Employer's Identification (FEI) Number.

SSN/FEI _____
 Name _____
 SSN/FEI _____
 Name _____
 Type of service provided _____

N - Other If checked, explain. _____

J - Joint Venture
 L - Limited Partnership If checked, enter the Texas File Number _____
 T - Texas Corporation If checked, enter the Texas Charter Number _____
 A - Professional Association If checked, enter the Texas Charter Number _____
 C - Professional Corporation If checked, enter the Texas Charter Number _____
 O - Out-of-State Corporation
 G - Governmental Entity
 U - State agency / University
 F - Financial Institution
 R - Foreign (out of U.S.A.)

SECTION IV

12. Payment Assignment? YES NO Note: A copy of the assignment agreement between payees must be attached.

Assignee name _____
 Assignee PIN _____ Assignment date _____

SECTION V

13. Comments _____

14. **sign here** Authorized signature (Applicant or authorized agent) _____ Date _____

15. Agency name _____ Prepared by _____ Phone (Area code and number) _____

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NOS. 169 AND 173

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

September 14, 2015

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

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

Dear Mr. Aron:

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

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

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

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

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

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

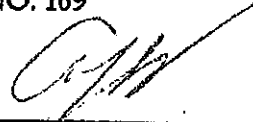
10. The Districts shall not be responsible for making any tap or connection to any facilities constructed by the Districts. You will be responsible for obtaining from the City a connection(s) to the City's water system and sanitary sewer system. You will be responsible for paying the City any fees or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

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

[EXECUTION PAGES FOLLOW]

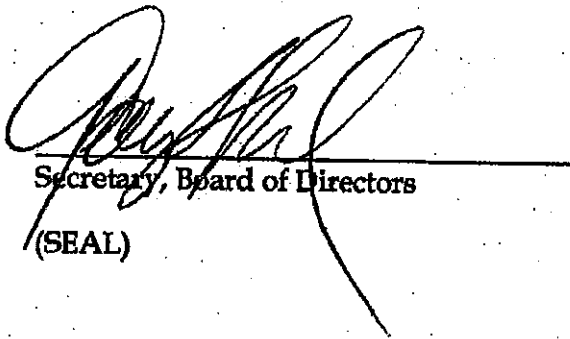
Very truly yours,

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 169



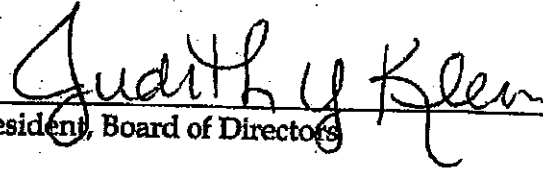
President, Board of Directors

ATTEST:



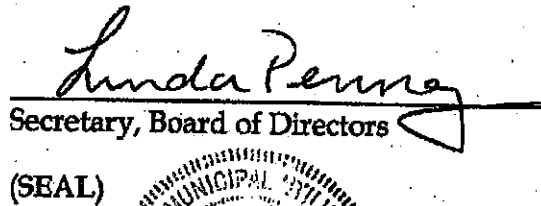
Secretary, Board of Directors
(SEAL)

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 173



President, Board of Directors

ATTEST:



Secretary, Board of Directors
(SEAL)



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

EXECUTED this 29th day of SEPTEMBER, 2015.

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

By: _____

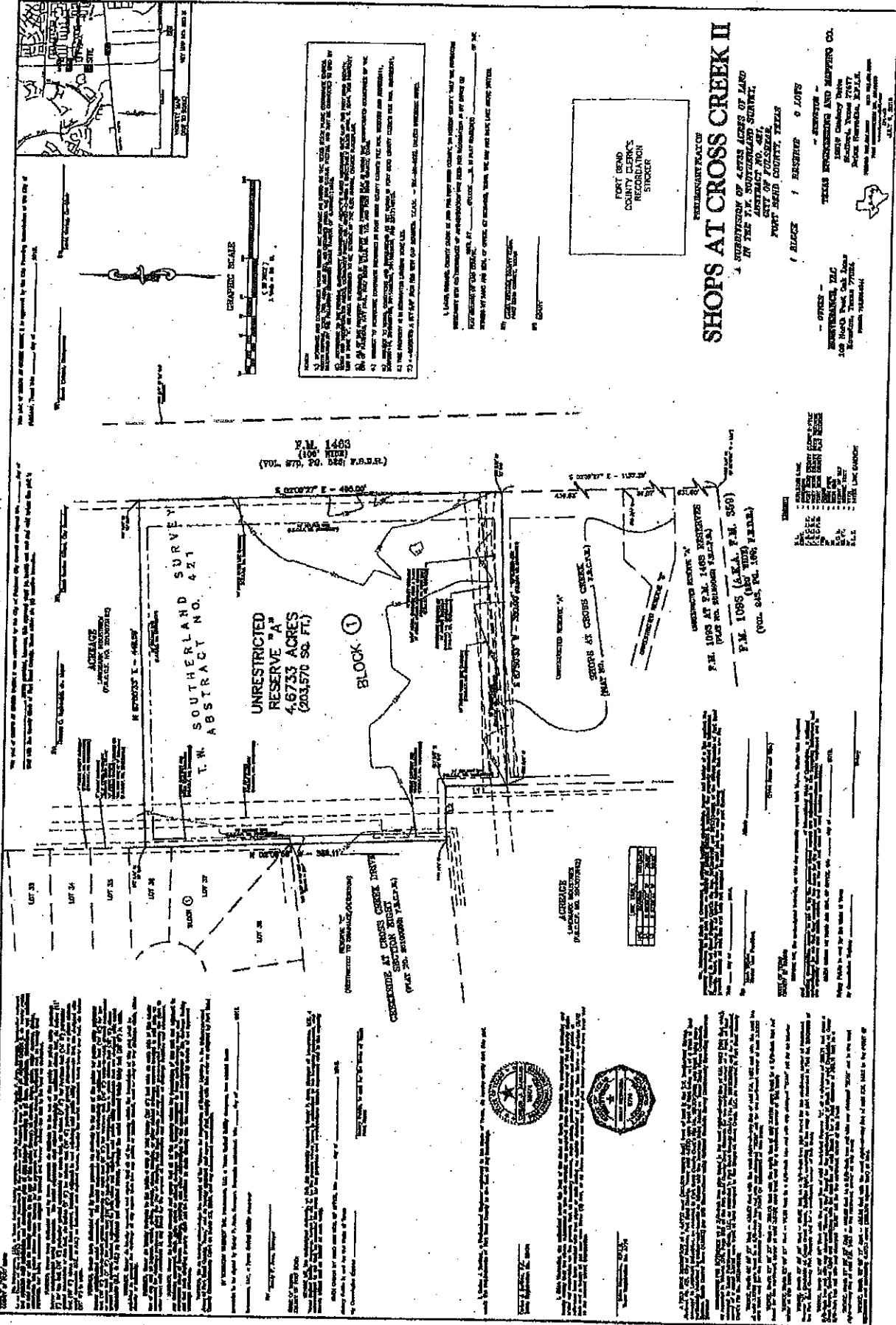
Name: Sandra P. Aron

Title: Partner

EXHIBIT A

558479

EXHIBIT A



UNRESTRICTED RESERVE "A" 4,6733 ACRES (201,570 SQ. FT.)

CEMETERY AT CROSS CREEK, PART 1ST SECTION 20, T. 11N. R. 10E. (PART 2ND, SOUTHERLAND SURVEY)

CEMETERY AT CROSS CREEK, PART 2ND SECTION 20, T. 11N. R. 10E. (PART 1ST, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "B" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "C" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "D" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "E" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

GRAPHIC SCALE
1" = 100'

NORTH ARROW

PROPERTY OF
STATE OF TEXAS

DEPARTMENT OF AGRICULTURE

RESERVE "A" 4,6733 ACRES (201,570 SQ. FT.)

RESERVE "B" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

RESERVE "C" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

RESERVE "D" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

RESERVE "E" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "A" 4,6733 ACRES (201,570 SQ. FT.)

UNRESTRICTED RESERVE "B" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "C" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "D" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

UNRESTRICTED RESERVE "E" 1000 ACRES (PART 2ND, SOUTHERLAND SURVEY)

FORT BEND
COUNTY CLERK'S
OFFICE
STOCKER

SHOPS AT CROSS CREEK II
A RESERVE OF 4,6733 ACRES OF LAND
IN THE T. 11N. SOUTHERLAND SURVEY,
COUNTY OF FORT BEND,
STATE OF TEXAS

PREPARED BY
BLACK / BRESHEP / JOFFE
TECHNICAL AND SURVEY CO.
1105 HOCK VILLAGE ROAD
HOUSTON, TEXAS 77037
JULY 2, 1988

J.M. 1483
(VOL. 873, 20, 627) P.D.B.R.

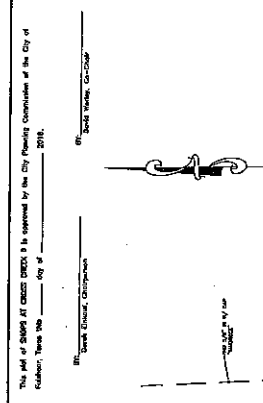
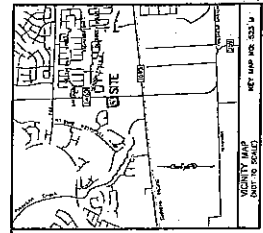
UNRESTRICTED RESERVE "A"
P.M. 1085 AT P.M. 1483 RESERVE
(PART 2ND, SOUTHERLAND SURVEY)

P.M. 1085 (A.K.A. P.M. 569)
(VOL. 843, P. 189, 188A)

AGREEMENT
PART 2ND, SOUTHERLAND SURVEY

AGREEMENT
PART 2ND, SOUTHERLAND SURVEY

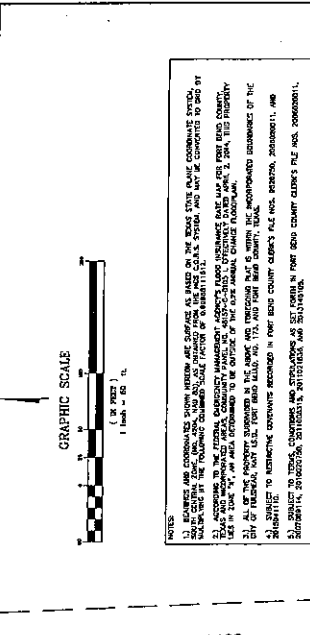




NOTES:
 1. THIS MAP WAS PREPARED BY THE ENGINEER IN CHARGE OF THE SURVEY AND IS SUBJECT TO THE FOLLOWING CONDITIONS:
 2. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES IN THE SURVEY SINCE THE DATE OF THE SURVEY.
 3. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES IN THE SURVEY SINCE THE DATE OF THE SURVEY.
 4. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES IN THE SURVEY SINCE THE DATE OF THE SURVEY.
 5. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES IN THE SURVEY SINCE THE DATE OF THE SURVEY.

1. I, JOHN BROWN, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED FOR RECORD AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE PARTY RECORDING THE SAME.
 2. I, JOHN BROWN, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED FOR RECORD AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE PARTY RECORDING THE SAME.

BY: COUNTY CLERK
 JOHN BROWN
 FORT BEND COUNTY, TEXAS



UNRESTRICTED RESERVE "A"
 4.6733 ACRES
 (203,570 SQ. FT.)

BLOCK 1

UNRESTRICTED RESERVE "B"

UNRESTRICTED RESERVE "C"

RESERVE "C"
 (RESTRICTED TO DRAINAGE/RETENTION)

CRENSIDE AT CROSS CREEK DRIVE SECTION EIGHT
 (PLAT NO. 2018080; F.B.C.P.R.)

ACREAGE LANDMARK INDUSTRIES
 (PLAT NO. 2018080; F.B.C.P.R.)

LINE	BEARING	DISTANCE
1	S 02°09'27" E	485.00
2	S 87°50'33" W	380.00
3	S 02°09'27" E	1137.29
4	S 87°50'33" W	380.00

ACREAGE
 146.33 ACRES
 (F.B.C.P.R. NO. 2018080)

SHOPS AT CROSS CREEK II
 A SUBDIVISION OF 4.6733 ACRES OF LAND
 IN THE T.W. SOUTHERLAND SURVEY,
 ABSTRACT NO. 421,
 CITY OF FULSHEAR,
 FORT BEND COUNTY, TEXAS

PRELIMINARY PLAT OF

1 BLOCK 1 RESERVE 1 0 LOTS

BY: SURVEYOR
TEKAS ENGINEERING AND MAPPING COMPANY
 12810 Century Drive
 Stafford, Texas 77477
 Brian Nerrada, P.E., L.S.
 FORT BEND COUNTY, TEXAS

OWNER
IRREVOCANCE, LLC
 100 North Post Oak Lane
 Houston, Texas 77024
 FRANK TILSONHART

F.M. 1463
 (100' WIDE)
 (VOL. 276, PG. 625; F.B.D.R.)

F.M. 1093 (A.K.A. F.M. 369)
 (VOL. 245, PG. 189; F.B.D.R.)

LANDMARK INDUSTRIES
 (PLAT NO. 2018080; F.B.C.P.R.)

UNRESTRICTED RESERVE "A"
 F.M. 1093 AT F.M. 1463 RESERVES
 (PLAT NO. 2018080; F.B.C.P.R.)

UNRESTRICTED RESERVE "B"
 F.M. 1093 (A.K.A. F.M. 369)
 (VOL. 245, PG. 189; F.B.D.R.)

IRREVOCANCE, LLC
 100 North Post Oak Lane
 Houston, Texas 77024
 FRANK TILSONHART

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