

CONSENT ITEMS

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 Trace Section 2 - Street Dedication / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: kk DATE: 8-11-2016

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 9-2-16

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

RECEIVED
 City of Fulshear
 AUG 11 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: 8/12/2016 Date Received by the City of Fulshear: _____
 Subdivision: TAMARRON STD. Development: TAMARRON TRACE SECTION 2 STREET DEDICATION

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 2.388 ACRES IN THE J.D. VERMILLION SYRVEY, ABSTRACT 339

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

Total Acreage: 2.388
 Number of Streets: 1
 Number of Lots: _____
 Number and Types of Reserves: _____
 Total Acres in Reserve: _____

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

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

| Platting Fees | |
|--|-----------------|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | <u>\$529.85</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] GEOFF FREEMAN / PLATTING MANAGER 08.09.16
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

August 31, 2016

Engineering Review


Preliminary Plat - Tamarron Trace
Street Dedication Section 2
City of Fulshear, Texas

For Information only:

1. This plat will create approximately 950-foot of new street right-of-way (100-foot width) for Tamarron Trace.
2. The new street right-of-way will extend from Yellow Preserve Drive on the South to the North line of Drill Site No. 1.
3. This tract is located in the E.T.J. of the City of Fulshear and will need the approval of both Fort Bend County and the City of Fulshear.

Recommendations:

I recommend that this Preliminary Plat of Tamarron Trace Street Dedication Section 2 be approved once a Metes and Bounds description is added to the face of the plat.



Kimberly Kopecky

From: Geoff Freeman <gfreeman@ljaengineering.com>
Sent: Thursday, September 01, 2016 10:22 AM
To: r
Cc: Michelle Killebrew; Kimberly Kopecky; CJ Snipes; Michael Ross; Diana Offord; Apryl Jensen; Melony Gay; James Pottharst; Michael Rusk; Rene Rodriguez; Ashley Fuller
Subject: Tamarron - Revised Plats for September 2, 2016 P&Z Meeting
Attachments: TamarronTraceSTD2_PP_2016-09-01.pdf; TamarronTraceSTD3_PP_2016-09-01.pdf; TamarronSec-16_PP_2016-09-01.pdf; Tamarron Trace 02 STD_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron Trace 03 STD_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron 16_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron 30_COF Prelim Plat Comments_2016-08-31.pdf

Good morning David –

Please find attached the 3 revised Tamarron plats for consideration at tomorrow morning's P&Z meeting per your comments and as detailed below.

Tamarron Trace Sec. 2 Street Dedication – Preliminary Plat

A) The metes & bounds description has been added to the face of the plat.

Tamarron Trace Sec. 3 Street Dedication – Preliminary Plat

A) The metes & bounds description has been added to the face of the plat.

Tamarron Sec. 16 – Preliminary Plat

- A) The metes & bounds description has been added to the face of the plat.
- B) The minimum slab elevation has been added to Note #10.

Tamarron Sec. 30 – Preliminary Plat

No comments

Please let us know if you have any questions or additional comments.

Thank you and have a great day!

-Geoff

Geoffrey A. Freeman
Platting Manager

LJA Engineering | We Build Civilization
© Katy
P: 713.953.5200
D: 713.358.8830
www.ljaengineering.com
[Facebook](#) • [Twitter](#) • [LinkedIn](#)

NOTES:

1. BOUNDARIES AND INTERIOR POINTS AS SHOWN ON THIS PLAN ARE BASED UPON THE DATA AS DEVELOPED BY A SURVEYOR AND ARE SUBJECT TO THE CORRECTIONS OF THE SURVEYOR'S FIELD BOOKS AND THE RECORDS OF THE SURVEYOR'S OFFICE. THE POINTS AND BEARS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE SUBJECT TO THE CORRECTIONS OF THE SURVEYOR'S FIELD BOOKS AND THE RECORDS OF THE SURVEYOR'S OFFICE.
2. THIS PLAN HAS BEEN PREPARED FROM INFORMATION FURNISHED BY THE CITY OF FORT BEND COUNTY, TEXAS, AND IS SUBJECT TO THE CORRECTIONS OF THE SURVEYOR'S FIELD BOOKS AND THE RECORDS OF THE SURVEYOR'S OFFICE.
3. THE PLAN HAS BEEN PREPARED TO MEET THE CITY OF FORT BEND COUNTY, TEXAS, AND IS SUBJECT TO THE CORRECTIONS OF THE SURVEYOR'S FIELD BOOKS AND THE RECORDS OF THE SURVEYOR'S OFFICE.
4. THIS PLAN HAS BEEN PREPARED FROM INFORMATION FURNISHED BY THE CITY OF FORT BEND COUNTY, TEXAS, AND IS SUBJECT TO THE CORRECTIONS OF THE SURVEYOR'S FIELD BOOKS AND THE RECORDS OF THE SURVEYOR'S OFFICE.
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20. THE PLAN HAS BEEN PREPARED FROM INFORMATION FURNISHED BY THE CITY OF FORT BEND COUNTY, TEXAS, AND IS SUBJECT TO THE CORRECTIONS OF THE SURVEYOR'S FIELD BOOKS AND THE RECORDS OF THE SURVEYOR'S OFFICE.

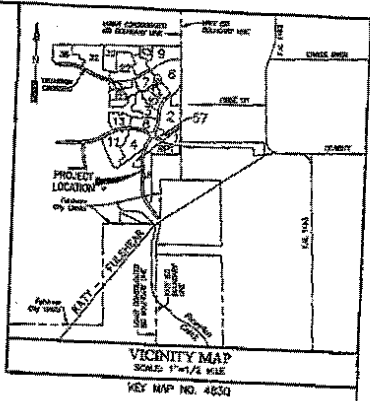
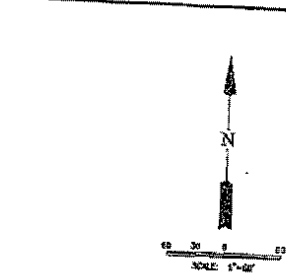
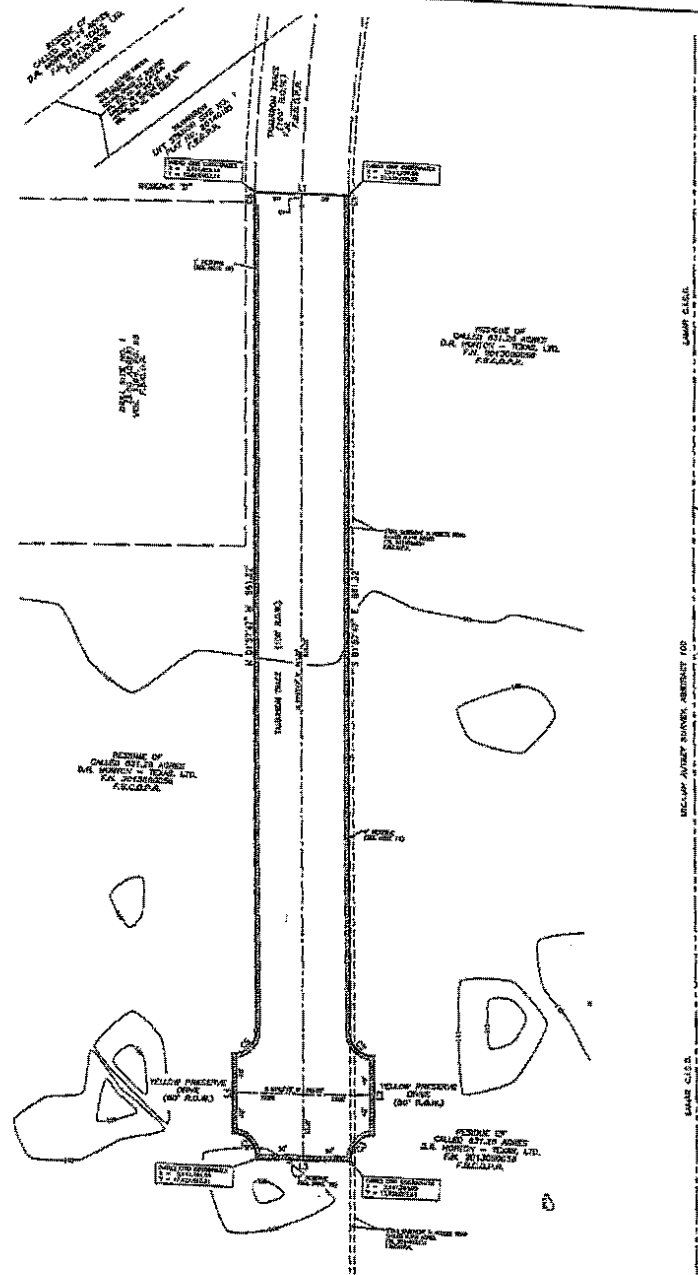
LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-----------------|----------|
| 1 | S 89° 00' 00" W | 100.00 |
| 2 | S 89° 00' 00" W | 100.00 |
| 3 | S 89° 00' 00" W | 100.00 |
| 4 | S 89° 00' 00" W | 100.00 |

CURVE TABLE

| CURVE | BEARING | START | END | CHORD | CHORD BEARING |
|-------|-----------------|--------|--------|--------|-----------------|
| 1 | S 89° 00' 00" W | 100.00 | 100.00 | 141.42 | S 45° 00' 00" W |
| 2 | S 89° 00' 00" W | 100.00 | 100.00 | 141.42 | S 45° 00' 00" W |
| 3 | S 89° 00' 00" W | 100.00 | 100.00 | 141.42 | S 45° 00' 00" W |
| 4 | S 89° 00' 00" W | 100.00 | 100.00 | 141.42 | S 45° 00' 00" W |

- LEGEND**
- 1. PROPOSED BOUNDARY LINE
 - 2. PROPOSED STAIRWAY ELEVATION
 - 3. PROPOSED DRIVEWAY ELEVATION
 - 4. PROPOSED YARD USE ELEVATION
 - 5. PROPOSED GARAGE FLOOR ELEVATION
 - 6. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 7. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 8. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 9. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 10. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 11. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 12. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 13. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 14. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 15. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 16. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 17. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 18. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 19. PROPOSED DRIVEWAY FLOOR ELEVATION
 - 20. PROPOSED DRIVEWAY FLOOR ELEVATION



RECORD OF CALLED 151.14 ADJUTANT
D.R. HORTON - TEXAS, LTD.
P.O. BOX 20140188, F.O.C.P.A.

**TAMARRON TRACE SECTION 2
STREET DEDICATION**

A SUBDIVISION OF 3.411 ACRES OF LAND SITUATED IN THE
MCCAIN AUSTIN SURVEY, ACRES 100, FORT BEND COUNTY, TEXAS,
ALSO BEING A PARTIAL ACRES OF TAMARRON LIT. SECTION 1 AS
RECORDED IN PLAT NO. 20140188, F.O.C.P.A.

REASON FOR REPLAC:
TO CORRECT RESERVE "A" TO A PUBLIC RIGHT-OF-WAY
0 LOTS 0 RESERVES 0 EASEMENTS
AUGUST 23, 2016 JOB NO. 1901-77126-200

OWNER:
D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHRIS LINDHURST, PRESIDENT
14100 SOUTHWEST FREEDOM, SUITE 500, SUGAR LAND, TEXAS 77478
(281) 569-2369

ENGINEER:
L.A. Engineering, Inc.
2525 Bay Area Blvd
Houston, Texas 77058
Phone 713-632-8800
Fax 713-632-8801
TRPLS Form: 01/0201



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. Dwayne G. Grigar
Fort Bend County Drainage District
1004 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Grigar:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rene R.', with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Ms. Mary Jane Sowa
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Ms. Sowa:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. Michael S. Rusk, PE
Fort Bend County MUD No. 182
c/o LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Rusk:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. Chris Lindhorst
D.R. Horton – Texas, LTD.
14100 Southwest Freeway
Suite 500
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Lindhorst:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953.5200
Fax 713 953.5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. Peter McElwain
Katy Independent School District
6301 S. Stadium Lane
Katy, Texas 77479

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. McElwain:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



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Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953.5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Ms. Crystal R. Shrader
Centerpoint Energy
P.O. Box 1700
Houston, Texas 77251

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Ms. Shrader:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rene R." with a period at the end. The signature is written in a cursive, flowing style.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. Lee Gregory
Alltel Communications
8306 Highway 90A
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Gregory:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. Chris Grey
Utility Relocation Specialist
Comcast of Houston
7033 Airport Boulevard
Houston, Texas 77061

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Grey:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Sincerely,

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953.5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. John Beaudoin
Fort Bend County Appraisal District
2801 B.F. Terry Boulevard
Rosenberg, Texas 77471-5600

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 2 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Beaudoin:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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 Trace Section 3 - Street Dedication / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: NR DATE: 8-11-2016

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 9-2-16

City Council Review

Approved
 Returned for additional data

BY: _____ DATE: _____



RECEIVED
City of Fulshear

AUG 11 2016

City Secretary Office

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: 8/12/2016

Date Received by the City of Fulshear: _____

Subdivision: TAMARRON STD.

Development: TAMARRON TRACE SECTION 3 STREET DEDICATION

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: 4.661 ACRES IN THE J.D. VERMILLION SYRVEY, ABSTRACT 339

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

Total Acreage: 4.661

Number of Streets: 1

Number of Lots: _____

Number and Types of Reserves: _____

Total Acres in Reserve: _____

Owner: D.R. HORTON TEXAS, LTD.

Address: 14100 SW FREEWAY, SUITE 500

City/State: SUGAR LAND, TEXAS 77478

Telephone: 281-566-2100

Email Address: _____

Engineer/Planner: LJA ENGINEERING, INC.

Contact Person: GEOFF FREEMAN

Telephone: 713-358-8830

Fax Number: _____

Email Address: gfreeman@ljaengineering.com

Platting Fees

Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre

Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre

Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre

Amending or Minor Plat - \$200.00

Plat Vacation - \$500.00

2nd Review of plats - \$100.00 (each additional review)

TOTAL PLATTING FEE \$558.25

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

GEOFF FREEMAN / PLATTING MANAGER

TYPED OR PRINTED NAME/TITLE

08-09-16

DATE

August 31, 2016

Engineering Review

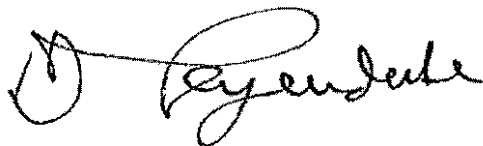
Preliminary Plat - Tamarron Trace
Street Dedication Section 3
City of Fulshear, Texas

For Information only:

1. This plat will create approximately 2000-foot of new street right-of-way (100-foot width) for Tamarron Trace.
2. The new street right-of-way will extend from Yellow Preserve Drive on the North to its intersection with Katy-Fulshear Road on the South.
3. This tract is located in the E.T.J. of the City of Fulshear and will need the approval of both Fort Bend County and the City of Fulshear.

Recommendations:

I recommend that this Preliminary Plat of Tamarron Trace Street Dedication Section 3 be approved once a Metes and Bounds description is added to the face of the plat.



Kimberly Kopecky

From: Geoff Freeman <gfreeman@ljaengineering.com>
Sent: Thursday, September 01, 2016 10:22 AM
To: r
Cc: Michelle Killebrew; Kimberly Kopecky; CJ Snipes; Michael Ross; Diana Offord; Apryl Jensen; Melony Gay; James Pottharst; Michael Rusk; Rene Rodriguez; Ashley Fuller
Subject: Tamarron - Revised Plats for September 2, 2016 P&Z Meeting
Attachments: TamarronTraceSTD2_PP_2016-09-01.pdf; TamarronTraceSTD3_PP_2016-09-01.pdf; TamarronSec-16_PP_2016-09-01.pdf; Tamarron Trace 02 STD_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron Trace 03 STD_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron 16_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron 30_COF Prelim Plat Comments_2016-08-31.pdf

Good morning David –

Please find attached the 3 revised Tamarron plats for consideration at tomorrow morning's P&Z meeting per your comments and as detailed below.

Tamarron Trace Sec. 2 Street Dedication – Preliminary Plat

A) The metes & bounds description has been added to the face of the plat.

Tamarron Trace Sec. 3 Street Dedication – Preliminary Plat

A) The metes & bounds description has been added to the face of the plat.

Tamarron Sec. 16 – Preliminary Plat

- A) The metes & bounds description has been added to the face of the plat.
- B) The minimum slab elevation has been added to Note #10.

Tamarron Sec. 30 – Preliminary Plat

No comments

Please let us know if you have any questions or additional comments.

Thank you and have a great day!

-Geoff

Geoffrey A. Freeman
Platting Manager

LJA Engineering | We Build Civilization
© Katy
P: 713.953.5200
D: 713.358.8830
www.ljaengineering.com
[Facebook](#) • [Twitter](#) • [LinkedIn](#)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. Dwayne G. Grigar
Fort Bend County Drainage District
1004 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Grigar:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Ms. Mary Jane Sowa
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Ms. Sowa:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear, Texas for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. Michael S. Rusk, PE
Fort Bend County MUD No. 182
c/o LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Rusk:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Mr. Chris Lindhorst
D.R. Horton – Texas, LTD.
14100 Southwest Freeway, Suite 500
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Lindhorst:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,



Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. Peter McElwain
Katy Independent School District
6301 S. Stadium Lane
Katy, Texas 77479

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. McElwain:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



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Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

August 2, 2016

Ms. Crystal R. Shrader
Centerpoint Energy
P.O. Box 1700
Houston, Texas 77251

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Ms. Shrader:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. Lee Gregory
Alltel Communications
8306 Highway 90A
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Gregory:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a period at the end. The signature is written in a cursive, flowing style.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. Chris Grey
Utility Relocation Specialist
Comcast of Houston
7033 Airport Boulevard
Houston, Texas 77061

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Grey:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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Fax 713.953.5026
www.ljaengineering.com
TBPLS № 10110501

August 2, 2016

Mr. John Beaudoin
Fort Bend County Appraisal District
2801 B.F. Terry Boulevard
Rosenberg, Texas 77471-5600

Re: Preliminary Plat, Fulshear, Texas
Tamarron Trace Section 3 Street Dedication
LJA Job No. 1931-7712C-309C

Dear Mr. Beaudoin:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rene R." with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

NOTES:

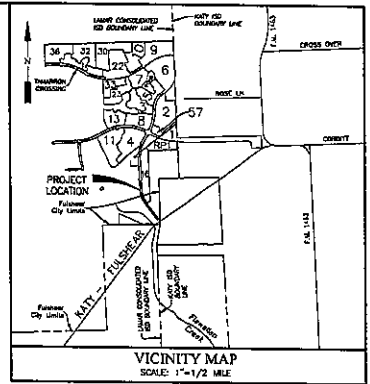
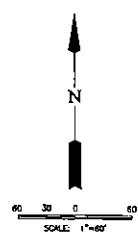
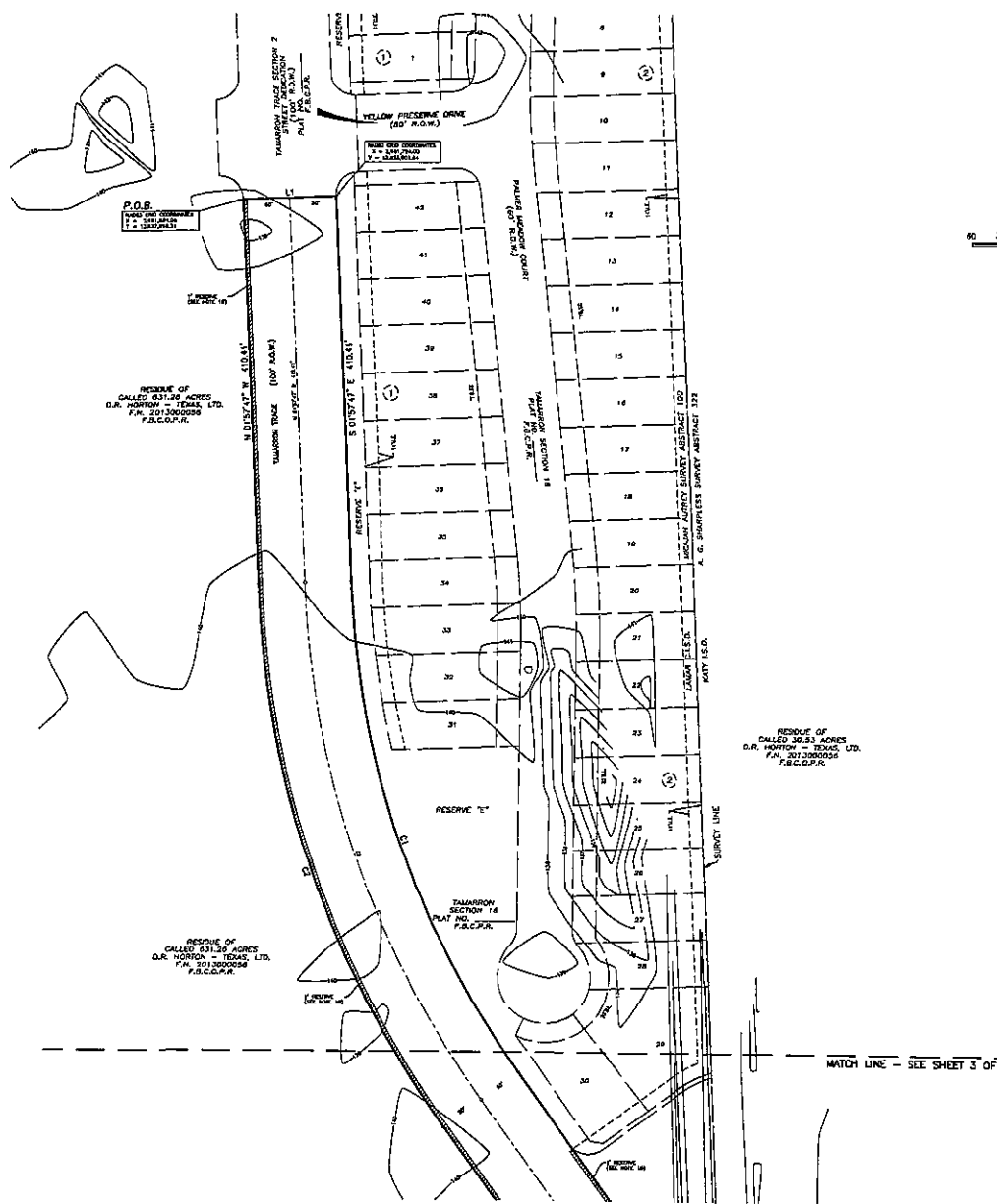
1. BENCHMARK HAS MOUNTED IRON ROD THAT IS ENCASED IN A 3 INCH DIA PIPE WITH A LEAD CO. SHIMMED HEAD TO 1000. THE POINT IS LOCATED 4'-6" TO 7'0" WEST OF THE CENTERLINE OF FM 1463 AND 4'-7" TO 5'-3 1/2" NORTH OF THE INTERSECTION OF FM 1463 AND CHARLES PARK ROAD, 8000, 7472.
2. C.L.M. = 126.21 FEET WIDE
3. 20% INDICATES TEMPORARY BENCHMARK TBM 11 TOP OF 8/16 INCH IRON ROD WITH ALUMINUM DISC SET IN CONCRETE 4'-7" TO 20 FEET NORTH OF THE CENTERLINE OF MARY FULSHAW ROAD. THIS POINT IS LOCATED 4'-7" TO 310 FEET WEST OF THE CENTERLINE OF THE INTERSECTION MARY FULSHAW ROAD AND FM 1463.
4. C.L.M. = 126.19 FEET WIDE
5. TO ADJUST TO FORT BEND CO. LEAD DATA ADD 0.38 FEET.
6. ELEVATIONS FOR DELINEATING CONTOUR LINES ARE BASED UPON NAVD-83.
7. THIS PLAN WAS PREPARED TO MEET THE CITY OF FULSHAW AND FORT BEND COUNTY REQUIREMENTS.
8. THIS PLAN WAS PREPARED FROM INFORMATION FURNISHED BY OR TITLE OF CERTAIN TEXAS, EFFECTIVE AND ISSUED _____ THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
9. THIS PLAN LIES WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 183, FORT BEND SUBURBANE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE CITY OF FULSHAW AND FORT BEND COUNTY, AND PARTIALLY WITHIN MARY INDEPENDENT SCHOOL DISTRICT AND PARTIALLY WITHIN MARY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
10. THIS SUBDIVISION LIES WITHIN UNDEVELOPED ZONE 3 AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 45127C 0100, REVISED APRIL 3, 2014, DENOTES AS AREAS OUTSIDE THE 100-YEAR FLOODPLAIN. LIA DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
11. APPROVAL OF THIS PLAN WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
12. THERE ARE NO PIPELINES NOR PIPELINE EXPOSURES WITHIN THE LIMITS OF THE SUBDIVISION.
13. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING EXTREME RAINFALL EVENTS.
14. ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUSHES, WEEDS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
15. ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
16. THIS PLAN LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 3.
17. THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE NO. 284. STATE PLANE (SHP) COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING CORRECTION SCALE 1.00011497.
18. BENCHMARKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DESIGNATED RIGHT-OF-WAY WITHIN SAID PLAN AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERMETER ROADS SURROUNDING SAID PLAN, IN ACCORDANCE WITH ADA REQUIREMENTS.
19. OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE RETENTION FACILITY IS VESTED IN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 183.
20. FIVE-FOOTING (5'x7') WOOD SIGN POSTS THREE (3) FEET IN LENGTH WITH PLASTIC CAP MARKED "L1" SHALL BE SET ON ALL PERMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
21. ONE-FOOT BENCHMARKS DEDICATED TO THE CITY IN FULL AS A BUFFER SEPARATION BETWEEN THE SIDE OF SUCH DEDICATION WAYS THAT WHEN THE DEDICATION PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAN, THE ONE-FOOT BENCHMARK SHALL THEREAFTER BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FIVE FEET BENCHMARK SHALL REPORT TO AND REPORT IN THE DEDICATION HIS HEIR, ASSIGNEE OR SUCCESSORS.

| LINE TABLE | |
|------------|-----------------------|
| LINE | BEARING & DISTANCE |
| L1 | N 89°07'12" E 160.00' |
| L3 | S 89°07'12" W 160.00' |

| CURVE TABLE | |
|-------------|-----------------------|
| CURVE | BEARING & DISTANCE |
| C1 | S 89°07'12" W 160.00' |
| C2 | N 89°07'12" E 160.00' |
| C3 | S 89°07'12" W 160.00' |

LEGEND

- B.L. INDICATES BUILDING LINE
- D.E. INDICATES DRAINAGE EASEMENT
- S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- F.C.C.P.A. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.C.C.A.P. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- F.C.C.P.S. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- F.C.C.A.R. INDICATES FORT BEND COUNTY DEED RECORDS
- R.O.W. INDICATES RIGHT-OF-WAY
- A.E. INDICATES AERIAL EASEMENT
- P.S.E. INDICATES POINT OF COMMENCEMENT
- P.B. INDICATES POINT OF BEGINNING
- P.K. INDICATES PLAT NUMBER
- RES. INDICATES RESERVE



RESIDUE OF CALLED 36.53 ACRES D.R. HORTON - TEXAS, LTD. F.N. 201200059 F.C.C.P.A.

RESIDUE OF CALLED 431.26 ACRES D.R. HORTON - TEXAS, LTD. F.N. 201200059 F.C.C.P.A.

**PRELIMINARY PLAN OF
TAMARRON TRACE SECTION 3
STREET DEDICATION**

A SUBDIVISION OF 4.681 ACRES OF LAND SITUATED IN THE A. G. SHARPLESS SURVEY ABSTRACT 322 AND MICHAEL AUTREY SURVEY, ABSTRACT 100, FORT BEND COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCK
AUGUST 12, 2016 JOB NO. 1931-7712C-309
OWNERS:
D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHRIS LINDHORST, PRESIDENT
14100 SOUTHWEST FREEDOM, SUITE 500, SUGAR LAND, TEXAS 77478
(281) 566-2100

ENGINEER:
LJA Engineering, Inc.
2500 Hammer Drive Phone 713.953.5230
Suite 600 Fax 713.953.5208
Houston, Texas 77042 FIRM # 1308
T.S.P.L.S. Firm No. 1016001

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 16 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: kn DATE: 8-11-2016

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 9-2-16

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

RECEIVED
 City of Fulshear
 AUG 11 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: _____ Date Received by the City of Fulshear: _____

Subdivision: TAMARRON SECTION 16 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: 18.698 ACRES IN THE A.G. SHARPLESS SURVEY, A-322 & MICAJAH AUTREY SURVEY, A-100

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

Total Acreage: 18.698

Number of Streets: 3

Number of Lots: 75

Number and Types of Reserves: 5

Total Acres in Reserve: 2.495

Owner: D.R. HORTON-TEXAS, LTD.

Address: 14100 SOUTHWEST FREEWAY, SUITE 500

City/State: SUGAR LAND, TEXAS 77478

Telephone: 281-566-2100

Email Address: _____

Engineer/Planner: LJA ENGINEERING, INC.

Contact Person: GEOFF FREEMAN

Telephone: 713-358-8830

Fax Number: _____

Email Address: gfreesman@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 | \$997.23 <u>996.23</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.

MAT
 SIGNATURE

GEOFF FREEMAN/PLATTING MANAGER
 TYPED OR PRINTED NAME/TITLE

08-09-16
 DATE

August 31, 2016

Engineering Review

Preliminary Plat – Tamarron Section 16
Fort Bend County, Texas

For Information only:

1. This Preliminary Plat will create 75 lots, 5 Reserves in 2 blocks that cover a total of 18.698 acres.
2. Access to this section will be from Yellow Preserve Drive.
3. The developer and the City of Fulshear have entered into a Development agreement that sets the minimum lot size at 6000 square foot with a lot width of 45 foot and side yard Building Lines of 5 foot. The lots in this section are 50-foot in width.

Recommendations:

I recommend that this Preliminary Plat of Tamarron Section 16 be approved with the following items being addressed:

- A) A Metes and Bounds description is required on the face of the plat.
- B) The minimum slab elevation in Note No. 10 needs to be filled out.



Kimberly Kopecky

From: Geoff Freeman <gfreeman@ljaengineering.com>
Sent: Thursday, September 01, 2016 10:22 AM
To: r
Cc: Michelle Killebrew; Kimberly Kopecky; CJ Snipes; Michael Ross; Diana Offord; Apryl Jensen; Melony Gay; James Pottharst; Michael Rusk; Rene Rodriguez; Ashley Fuller
Subject: Tamarron - Revised Plats for September 2, 2016 P&Z Meeting
Attachments: TamarronTraceSTD2_PP_2016-09-01.pdf; TamarronTraceSTD3_PP_2016-09-01.pdf; TamarronSec-16_PP_2016-09-01.pdf; Tamarron Trace 02 STD_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron Trace 03 STD_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron 16_COF Prelim Plat Comments_2016-08-31.pdf; Tamarron 30_COF Prelim Plat Comments_2016-08-31.pdf

Good morning David --

Please find attached the 3 revised Tamarron plats for consideration at tomorrow morning's P&Z meeting per your comments and as detailed below.

Tamarron Trace Sec. 2 Street Dedication – Preliminary Plat

A) The metes & bounds description has been added to the face of the plat.

Tamarron Trace Sec. 3 Street Dedication – Preliminary Plat

A) The metes & bounds description has been added to the face of the plat.

Tamarron Sec. 16 – Preliminary Plat

- A) The metes & bounds description has been added to the face of the plat.
- B) The minimum slab elevation has been added to Note #10.

Tamarron Sec. 30 – Preliminary Plat

No comments

Please let us know if you have any questions or additional comments.

Thank you and have a great day!

-Geoff

Geoffrey A. Freeman
Platting Manager

LJA Engineering | We Build Civilization

● Katy

P: 713.953.5200

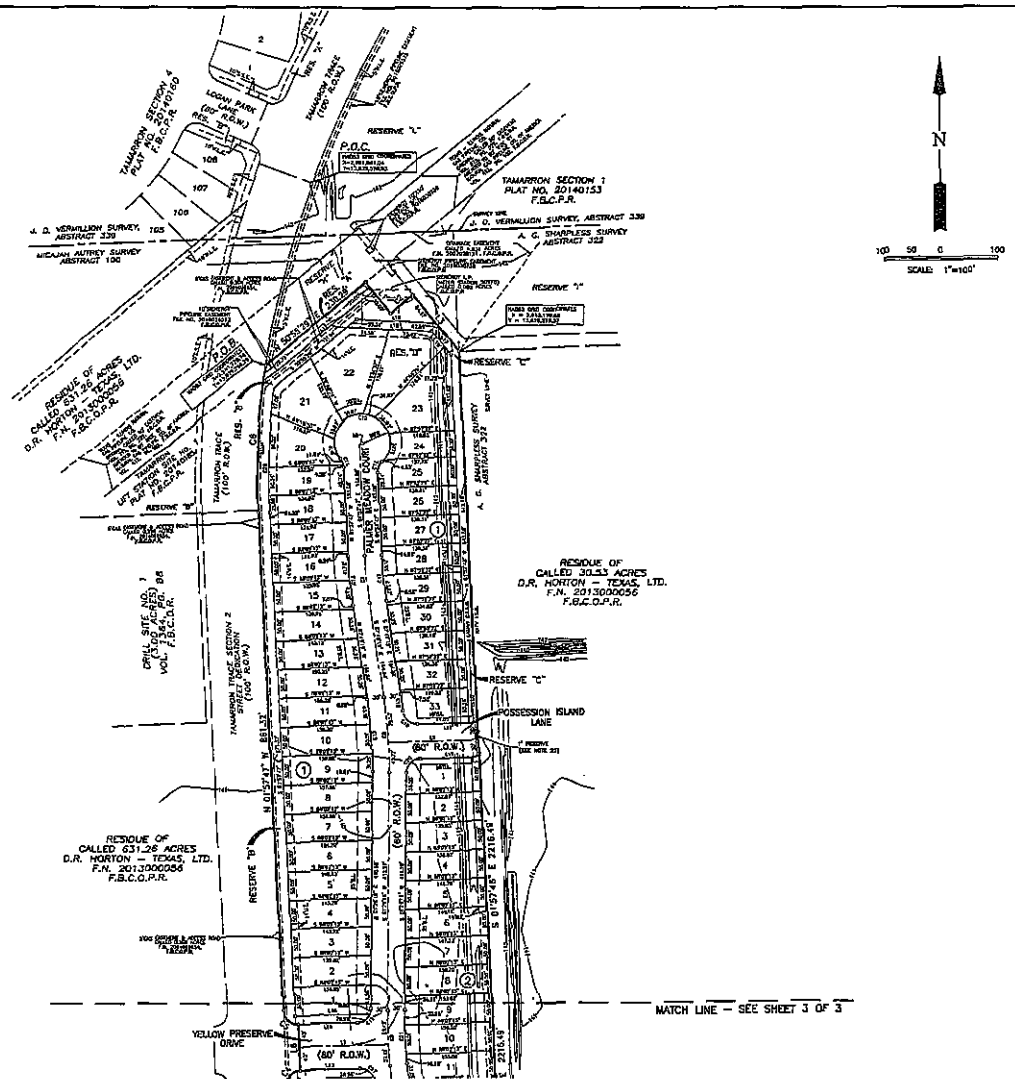
D: 713.358.8830

www.ljaengineering.com

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NOTES:

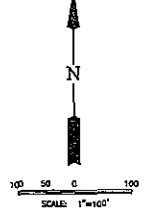
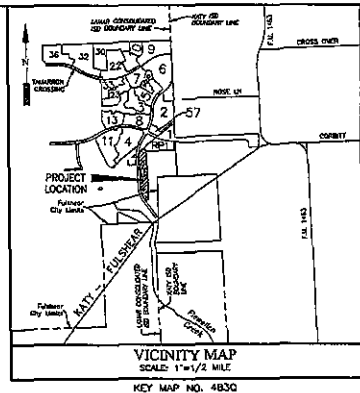
1. BENCHMARK HAS MEASUREMENT HEIGHT 655.05; TOP OF A STAINLESS STEEL ROD THAT IS DIVIDED IN A 5' AND 10' SECTION WITH A 2000 CAP STAMPED HEIGHT 66.1882. THE POINT IS LOCATED +/- 75 FEET WEST OF THE CORNER OF PL 1443 AND +/- 60' NORTH NORTH OF THE INTERSECTION OF PL 1443 AND CHURCHMAN, PARIS ROAD, 101E.
2. ELEV. = 126.11 FEET ABOVE SEA.
3. THIS BENCHMARK TEMPORARILY BENCHMARK ITEM IS TOP OF 4"X4" WOOD IRON ROD WITH ALUMINUM DISK SET IN CONCRETE +/- 30 FEET NORTH OF THE CORNER OF 8075 TAMARRON ROAD. THE POINT IS LOCATED +/- 310 FEET WEST OF THE CENTERLINE OF THE INTERSECTION OF TAMARRON ROAD AND PL 1443.
4. ELEV. = 126.14 FEET ABOVE SEA.
5. TO ADJUST TO FOOT BEARS CO. LEASH DATUM ADD 0.26 FEET.
6. ELEVATIONS FOR BOUNDARY CORNER LINES ARE BASED UPON 1040-64.
7. THIS PLAN WAS PREPARED TO MEET THE CITY OF TAMARRON AND FORT BEND COUNTY REQUIREMENTS.
8. THIS PLAN WAS PREPARED FROM INFORMATION FURNISHED BY THE TITLE OF CENTRAL TEXAS EFFICIENT PROPERTY AND ISSUED BY THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
9. THIS PLAN LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182, FORT BEND SUBURBAN DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, TAMARON UNINCORPORATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF TAMARRON AND FORT BEND COUNTY.
10. THIS SUBDIVISION LIES WITHIN UNZONED ZONE X AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM), MAP NO. 48182C DATED 08/28/98, REVISED APRIL 2, 2014, DETERMINES AREAS OUTSIDE THE 0.5% ANNUAL CHANCE FLOODPLAIN LIA DOES NOT WARRANT USER SUGGESTION TO THE ACCURACY OR SCALE OF SAID MAPS.
11. APPROVAL OF THIS PLAN WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECEIVED BY THE FINAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
12. THERE ARE NO EASEMENTS OR EASEMENT AGREEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
13. THE MINIMUM CLEAR ELEVATION FOR LOTS 1-10, BLOCK 1 & LOTS 1-10, BLOCK 2 SHALL BE 10.5 FEET AND THE MINIMUM CLEAR ELEVATION FOR LOTS 11-24, BLOCK 2 SHALL BE 10.5 FEET TWENTY INCHES (2") ABOVE THE FINISHED FLOOR PLAN ELEVATION AND MINIMUM FINISHED ELEVATION. DIMENSIONS (12") ABOVE FINISHED GRADE OR TWENTY INCHES (2") ABOVE THE TOP OF CURB AT THE FRONT OF THE LOT, UNLESS OTHERWISE SPECIFIED.
14. ALL LOT LINES SHALL HAVE A MINIMUM 6" SIDE YARD SETBACK LINE.
15. A MINIMUM DISTANCE OF 10' SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
16. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET FLOWING DURING WETTER WEATHER EVENTS.
17. ALL DRAINAGE FACILITIES TO BE KEPT CLEAR OF TREES, BURNING, WEEDING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
18. ALL PROPERTY TO BE DIVIDED INTO THE DRAINAGE FACILITY ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
19. THIS PLAN LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 3.
20. THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS COORDINATE SYSTEM SOUTH CENTRAL, ZONE NO. 1004, STATE PLANE GRID COORDINATES (NAD83) AND MAY BE SUBJECT TO SURFACE BY APPLYING THE FOLLOWING CORRECTION SCALE 1.00011497.
21. BOUNDARIES SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHT-OF-WAY WITHIN SAID PLAN AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERMITS ROADS SURROUNDING SAID PLAN, IN ACCORDANCE WITH ADA REQUIREMENTS.
22. OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE DETENTION FACILITY IS VESTED IN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182.
23. PRE-EXISTING CURB WITHIN ROAD RIGHTS (24) FEET IN LENGTH WITH PLASTIC CAP MARKED "LA 201" ARE SET ON ALL PERMITTED EASEMENT CORNERS, UNLESS OTHERWISE NOTED.
24. LOTS BACKING ON TAMARRON TRACE ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM THE AFORESAID STREET.
25. UNLAWFUL RESIDING DECLARED TO THE CITY BY FILE AS A BUFFER SEPARATION BETWEEN THE SIDE OF ROAD OF SINGLE HOUSES BACK STREETS AND ADJACENT ACREAGE TRACTS. THE COMBINATION OF SUCH DETENTION ROADS THAT WITHIN THE ADJACENT PROPERTY IS SUBMITTED PARALLEL TO A RESERVATION PLAN, THE ONE-SIDE RESERVE SHALL TRANSDUCTION, RECORD VESTED IN THE PUBLIC FOR STREET FRONTAGE AND PURPOSES AND THE FILE TITLE "RESERVE" SHALL REVERT TO AND REVEAL IN THE DETENTION, NOT VEHICLES, RECORDS OR SUCCESSIONS.



| RESERVE TABLE | | | |
|---------------|---------|---------|--|
| RESERVE | ACREAGE | SQ. FT. | TYPE |
| A | 0.111 | 4,828 | RESTRICTED TO OPEN SPACE/PARKING/ACCESS |
| B | 0.293 | 12,748 | RESTRICTED TO LANDSCAPE/OPEN SPACE/PARKING |
| C | 0.292 | 12,732 | RESTRICTED TO OPEN SPACE/PARKING |
| D | 0.5% | 16,476 | RESTRICTED TO LANDSCAPE/OPEN SPACE |
| Z | 1.103 | 48,311 | RESTRICTED TO LANDSCAPE/OPEN SPACE |
| TOTAL | 2.393 | 104,892 | |

LEGEND

- DL INDICATES BUILDING LINE
- UE INDICATES UTILITY EASEMENT
- DE INDICATES DRAINAGE EASEMENT
- WLE INDICATES WOOD LOT EASEMENT
- SLE INDICATES SURVEY EASEMENT
- SMLE INDICATES STATE MILE EASEMENT
- F&C.P.A. INDICATES FORT BEND COUNTY PLAT ADDRESS
- F&C.B.A. INDICATES FORT BEND COUNTY DRAINAGE RECORDS
- F&C.O.A. INDICATES FORT BEND COUNTY OTHER PUBLIC RECORDS
- F&C.D.A. INDICATES FORT BEND COUNTY DEED RECORDS
- RLN INDICATES RIGHT-OF-WAY
- AL INDICATES AERIAL EASEMENT
- P&C INDICATES POINT OF COMMENCEMENT
- P&L INDICATES POINT OF BEGINNING
- FA INDICATES F&C AREA
- RES INDICATES RESERVE



VICINITY MAP
SCALE: 1"=1/2 MILE
KEY MAP NO. 4830

PRELIMINARY PLAT OF
TAMARRON SECTION 16

A SUBDIVISION OF 13,696 ACRES OF LAND SITUATED IN THE
MICHAM ALFREY SURVEY, ABSTRACT 100,
FORT BEND COUNTY, TEXAS.

75 LOTS 5 RESERVES (2.493 ACRES) 2 BLOCKS
AUGUST 12, 2016 JOB NO. 1931-1416C-309

OWNERS:
D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHRIS LINDHORST, PRESIDENT

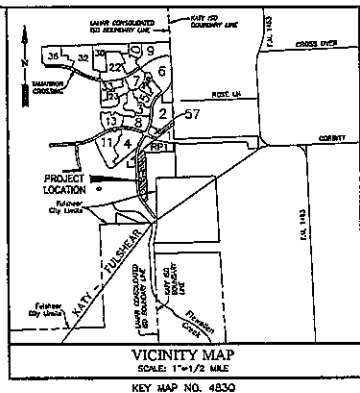
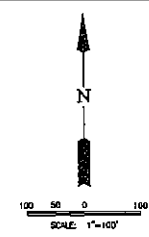
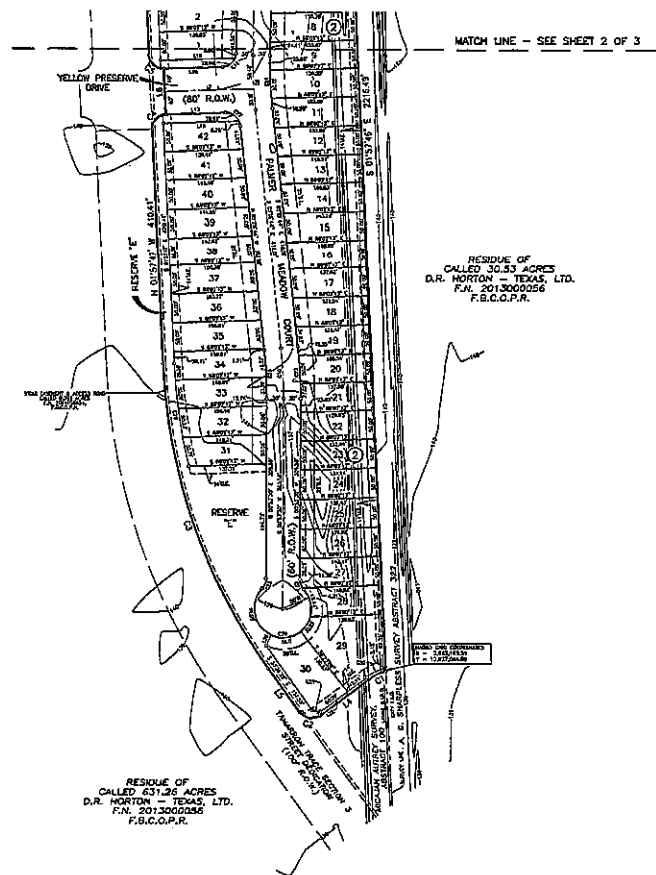
14100 SOUTHWEST FREWAY, SUITE 500, SUGAR LAND, TEXAS 77478
(281) 556-2100

ENGINEER:

LJA Engineering, Inc.
5702 Westpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.663.8388
FPM-C-1286
T&E L.S. Firm No. 10111001

| LINE | BEARING | DISTANCE |
|------|------------|----------|
| L1 | S 29°22' E | 38.80' |
| L2 | N 89°52' W | 30.00' |
| L3 | S 29°22' E | 133.33' |
| L4 | S 89°52' W | 108.14' |
| L5 | N 89°52' W | 82.44' |
| L6 | N 89°52' W | 82.44' |
| L7 | N 89°52' E | 107.94' |
| L8 | S 89°52' W | 100' |
| L9 | N 89°52' E | 138.12' |
| L10 | N 89°52' E | 108.14' |
| L11 | N 89°52' E | 108.14' |
| L12 | S 89°52' W | 107.94' |
| L13 | S 89°52' W | 100' |
| L14 | S 89°52' W | 133.33' |
| L15 | N 89°52' W | 108.14' |
| L16 | N 89°52' W | 133.33' |
| L17 | N 89°52' W | 108.14' |
| L18 | S 89°52' W | 100' |
| L19 | S 89°52' W | 133.33' |
| L20 | S 89°52' W | 100' |
| L21 | N 89°52' E | 14.14' |
| L22 | N 89°52' E | 14.14' |

| CURVE | RAIUS | DATA | ARC | CHORD | CHORD BEARING |
|-------|---------|---------|--------|---------|---------------|
| C1 | 168.80' | 193°22' | 24.80' | 33.81' | S 89°52' W |
| C2 | 25.00' | 89°52' | 25.27' | 35.24' | N 89°52' W |
| C3 | 89.52' | 272°22' | 89.52' | 125.00' | N 89°52' W |
| C4 | 25.00' | 89°52' | 25.27' | 35.24' | N 89°52' E |
| C5 | 33.00' | 89°52' | 33.37' | 45.30' | N 89°52' W |
| C6 | 33.00' | 171°22' | 33.37' | 45.30' | N 89°52' E |
| C7 | 89.52' | 272°22' | 89.52' | 125.00' | S 89°52' E |
| C8 | 89.52' | 171°22' | 89.52' | 125.00' | S 89°52' E |
| C9 | 89.52' | 272°22' | 89.52' | 125.00' | S 89°52' E |
| C10 | 89.52' | 171°22' | 89.52' | 125.00' | S 89°52' E |
| C11 | 33.00' | 89°52' | 33.37' | 45.30' | N 89°52' E |
| C12 | 33.00' | 171°22' | 33.37' | 45.30' | N 89°52' W |
| C13 | 89.52' | 272°22' | 89.52' | 125.00' | N 89°52' W |
| C14 | 25.00' | 272°22' | 25.27' | 35.24' | N 89°52' W |
| C15 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C16 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C17 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |
| C18 | 25.00' | 171°22' | 25.27' | 35.24' | S 89°52' E |
| C19 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C20 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |
| C21 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C22 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |
| C23 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C24 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |
| C25 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C26 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |
| C27 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C28 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |
| C29 | 25.00' | 89°52' | 25.27' | 35.24' | S 89°52' E |
| C30 | 25.00' | 272°22' | 25.27' | 35.24' | S 89°52' E |



- LEGEND**
- BL. INDICATES GRADING LINE
 - HL. INDICATES HIGH WATER ELEVATION
 - D.E. INDICATES DRIVE EASEMENT
 - W.L. INDICATES WATER LINE EASEMENT
 - S.E.L. INDICATES SEWER LINE EASEMENT
 - S.T.S.L. INDICATES STORM SEWER EASEMENT
 - F.U.C.P.A. INDICATES FORT BEND COUNTY PLAY RECORDS
 - F.U.C.P.A. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.U.C.P.A. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
 - F.U.C.P.A. INDICATES FORT BEND COUNTY DEED RECORDS
 - R.A.M. INDICATES RECORD-OF-WAY
 - A.E. INDICATES AERIAL EASEMENT
 - P.O.C. INDICATES POINT OF CONSIDERATION
 - P.O.D. INDICATES POINT OF BEGINNING
 - P.N. INDICATES FILE NUMBER
 - M.C. INDICATES RESERVE

RESERVE OF CALLED 631.26 ACRES
D.R. HORTON - TEXAS, LTD.
F.N. 2013000286
F.B.C.O.P.R.

RESERVE OF CALLED 30.53 ACRES
D.R. HORTON - TEXAS, LTD.
F.N. 2013000286
F.B.C.O.P.R.

| RESERVE | ACREAGE | SQ. FT. | TYPE |
|---------|---------|---------|--|
| A | 0.111 | 4,878 | RESTRICTED TO OPEN SPACE/PARKWAY/ACCESS |
| B | 0.743 | 32,348 | RESTRICTED TO LANDSCAPE/OPEN SPACE/BIOPARK |
| C | 0.262 | 11,723 | RESTRICTED TO OPEN SPACE/BIOPARK |
| D | 0.24 | 10,478 | RESTRICTED TO LANDSCAPE/OPEN SPACE |
| E | 1.168 | 50,211 | RESTRICTED TO LANDSCAPE/OPEN SPACE |
| TOTAL | 2.485 | 108,883 | |

PRELIMINARY PLAT OF TAMARRON SECTION 16

A SUBDIVISION OF 18,898 ACRES OF LAND SITUATED IN THE MCKIM-AUREY SURVEY, ABSTRACT 10A, FORT BEND COUNTY, TEXAS.

75 LOTS 5 RESERVES (2.485 ACRES) 2 BLOCKS
AUGUST 12, 2016 JOB NO. 1931-1416C-309

OWNER:
D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHRIS LINDHORST, PRESIDENT
14100 SOUTHWEST FREDDY, SUITE 500, SUGAR LAND, TEXAS 77478
(281) 965-2100

ENGINEER:
LJA Engineering, Inc.
3529 Barkway Drive
Suite 100
Houston, Texas 77042
Phone 713.954.9700
Fax 713.954.0208
FIRM#-1389
T&P L.S. Form No. 10115209

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. Dwayne G. Grigar
Fort Bend County Drainage District
1004 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. Grigar:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Ms. Mary Jane Sowa
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Ms. Sowa:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Mr. Michael S. Rusk, PE
Fort Bend County MUD No. 182
c/o LJA Engineering, Inc.,
2929 Briarpark Drive, Suite 600
Houston, Texas 77042

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. Rusk:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Mr. Chris Lindhorst
D.R. Horton – Texas, LTD.
14100 Southwest Freeway
Suite 500
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. Lindhorst:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. Peter McElwain
Katy Independent School District
6301 S. Stadium Lane
Katy, Texas 77479

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. McElwain:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713.953.5200
Fax 713.953.5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Ms. Crystal R. Shrader
Centerpoint Energy
P.O. Box 1700
Houston, Texas 77251

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Ms. Shrader:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. Lee Gregory
Alltel Communications
8306 Highway 90A
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. Gregory:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a period at the end. The signature is written in a cursive, flowing style.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953.5200
Fax 713 953.5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. David Grey
Utility Relocation Specialist
Comcast of Houston
7033 Airport Boulevard
Houston, Texas 77061

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. Grey:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. John Beaudoin
Fort Bend County Appraisal District
2801 B.F. Terry Boulevard
Rosenberg, Texas 77471-5600

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 16
LJA Job No. 1931-1416C-309 (6.1)

Dear Mr. Beaudoin:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

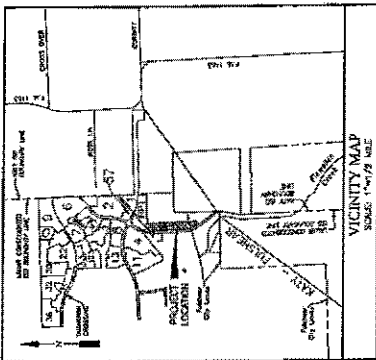
Sincerely,

A handwritten signature in blue ink that reads "Rene R." with a period at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)



VICINITY MAP
SUBJECT 14-779 1620

1. I, JAMES L. HORTON, JR., COUNTY CLERK OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM AN OFFICER OF SAID COUNTY AND AM QUALIFIED TO SIGN THIS AFFIDAVIT.

2. I, JAMES L. HORTON, JR., COUNTY CLERK OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM AN OFFICER OF SAID COUNTY AND AM QUALIFIED TO SIGN THIS AFFIDAVIT.

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PRELIMINARY PLAT OF TAMARRON SECTION 16

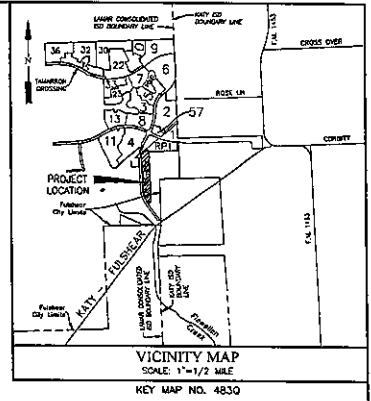
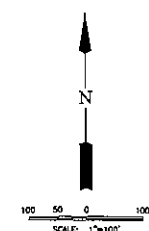
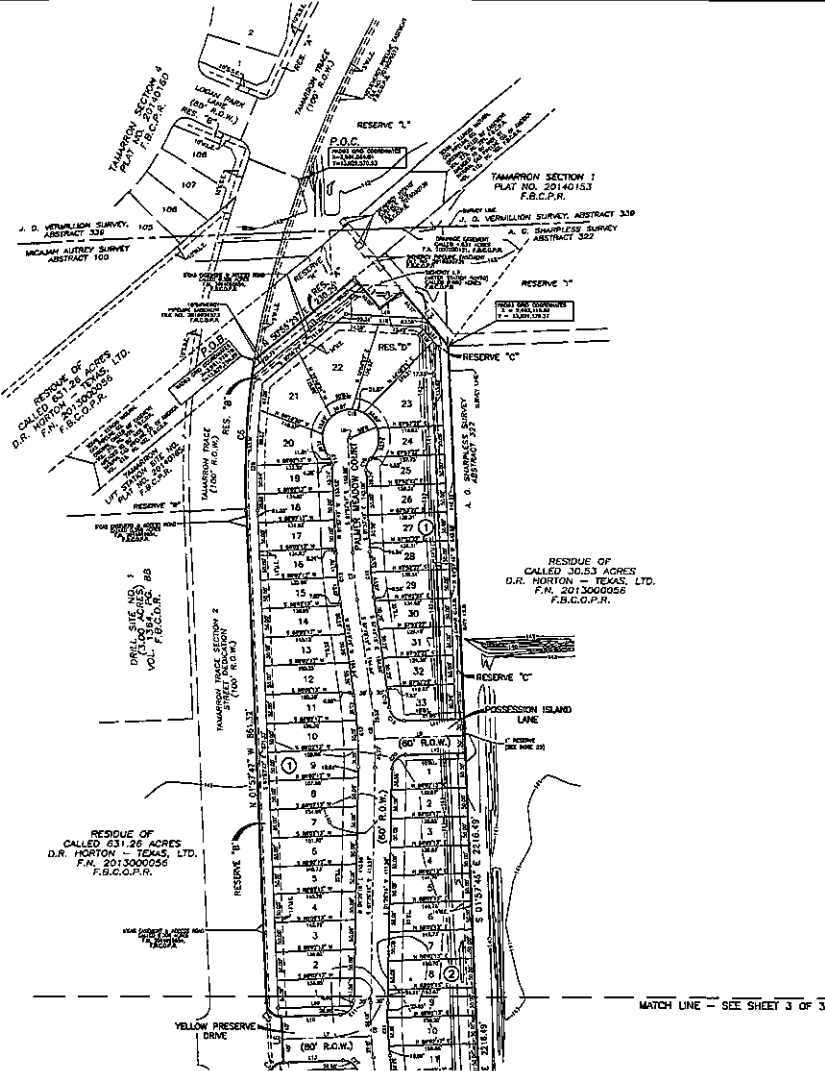
A SUBDIVISION OF SEASIDE ACRES OF LAND SITUATED IN THE
TOWN OF TAMARRON, HARRIS COUNTY, TEXAS,
PURE BENEVOLENT SOCIETY, ABSTRACT 1441,
75 LOTS 5 ROSS/PAULS COLLEGE ACRES 2 BLOCKS
AUGUST 12, 2018 JOB NO. 1831-14160-208

OWNER:
D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHIEF UNDERWRITER, PRESIDENT
14109 SOUTHMEAD FREEMONT SUITE 200, SUITE 200, HOUSTON, TEXAS 77049
(832) 249-2100

ENGINEER:
L.A. Engineering, Inc.
200 Houston Ave.
Houston, Texas 77002
Phone: 713-683-0000
Fax: 713-683-0000
L.A. 18P-16 (Rev. 03/18/01)

NOTES:

- BENCHMARK NOS. MONUMENT HOLED 66" TOP OF A STAINLESS STEEL ROD THAT IS DRILLED IN A 5" DIA. PIPE WITH A LEAD CAP BEARING BEING 48" HIGH. THE POINT IS LOCATED 1/2" - 72 FEET WEST OF THE CORNER OF FM 1463 AND 1/2" - 62.5 INCHES NORTH OF THE INTERSECTION OF FM 1463 AND CHURCHILL FARM ROAD, HATT, TX.
ELEV. = 136.21 FEET NAVD83
- THIS MONUMENT BENCHMARK IS 1/2" TOP OF A 1/2" DIA. IRON ROD WITH AN ALUMINUM ROD SET IN CONCRETE 1/2" - 28 FEET NORTH OF THE CORNER OF HATT FULSHEAR ROAD. THE POINT IS LOCATED 1/2" - 310 FEET WEST OF THE CORNER OF THE INTERSECTION KEY FULSHEAR ROAD AND FM 1463.
ELEV. = 133.15 FEET NAVD83
- ADJUST TO FORT BEND CO. LIDAR DATA AND 0.39 FEET.
- ELEVATIONS FOR RELATING CONTOUR LINES ARE BASED UPON NAVD83.
- THIS PLAN WAS PREPARED TO MEET THE CITY OF FULSHEAR AND FORT BEND BEND COUNTY REQUIREMENTS.
- THIS PLAN WAS PREPARED FROM INFORMATION FURNISHED BY THE TITLE OF CERTAIN TEXAS OFFICERS AND ISSUED.
- THIS PLAN LIES WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 122, FORT BEND SUBDIVISION DISTRICT FORT BEND COUNTY DRAINAGE DISTRICT, LAUREN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE EDS OF THE CITY OF FULSHEAR AND FORT BEND COUNTY.
- THIS SUBDIVISION LIES WITHIN UNINCORPORATED ZONE 2 AS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48124C (0104), REVISED APRIL 2, 2014, BEYOND AS SHOWN OUTSIDE THE 100-YEAR FLOOD PLAIN. FLOOD PLAIN LINES DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- APPROVAL OF THIS PLAN WILL EXPIRE ONE YEAR FROM PLANNING AND ZONING APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- THERE ARE NO PIPES OR PIPELINE DISBURSMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
- THE MINIMUM ROAD ELEVATION SHALL BE _____ FEET, TWELVE INCHES (12") ABOVE THE 100-YEAR FLOOD PLAIN ELEVATION AND MAXIMUM PAVING ELEVATION, BOTH IN INCHES (12") ABOVE THE HIGHEST GROUND OR PAVING ELEVATION (12") ABOVE THE TOP OF CURB AT THE FRONT OF THE LOT, WHICHEVER IS HIGHER.
- ALL LOT LINES SHALL HAVE A MINIMUM 5' SIDE YARD SETBACK LINE.
- A MINIMUM DISTANCE OF 10' SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE DISTRICT, WHICH ALIGNS STREET PAVING DURING INTENSE RAINFALL EVENTS.
- ALL DRAINAGE ESTABLISHMENTS TO BE KEPT CLEAR OF FENCES, BALUNES, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE ESTABLISHMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- THIS PLAN LIES WITHIN FORT BEND COUNTY DRAINAGE DISTRICT NO. 122.
- THE COORDINATES AND HEIGHTS SHOWN HEREON ARE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE NO. 4824, STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING CORRECTION SCALE 1.00014471.
- SHOWINGS SHALL BE MADE OR CAUSED TO BE MADE NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL INDICATED RIGHTS-OF-WAY WITHIN SAID PLAN AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL ADJACENT PROPERTIES SHOWING SAID PLAN, IN ACCORDANCE WITH ASA REQUIREMENTS.
- OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE DETENTION FACILITY IS VESTED IN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 122.
- 5/8" DIA. (6.25") IRON RODS THREE (3) FEET IN LENGTH WITH PLASTIC CAP MARKED "LJA ENG" ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- LEFT HANDING OR SINKING TAMARRON TRACE ARE HEREBY DENIED DIRECT DRIVEWAY ACCESS TO AND FROM THE UNINCORPORATED STREET.
- ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OF ROAD STREETS WHERE SUCH STREETS ADJACENT ACROSS TRACTS, THE CONDITION OF SAID RESERVE BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAN, THE ONE-FOOT RESERVE SHALL THEREAFTER BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE WILL THEREAFTER BE PAID TO THE CITY OF FULSHEAR, ITS HEIRS, ASSIGNS OR SUCCESSORS.



LEGEND

- B.L. INDICATES BOUNDARY LINE
- U.L. INDICATES UTILITY EASEMENT
- D.L. INDICATES DRAINAGE EASEMENT
- W.L. INDICATES WATER LINE EASEMENT
- S.S.L. INDICATES SHADY SLOPE EASEMENT
- S.T.L. INDICATES STORM DRAIN EASEMENT
- F.B.C.P.L. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.B.C.D.A. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- F.B.C.S.A. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- F.B.C.S.A. INDICATES FORT BEND COUNTY DATED RECORDS
- R.M. INDICATES RIGHT-OF-WAY
- A.C. INDICATES ADJACENT EASEMENT
- P.O.C. INDICATES POINT OF COMMENCEMENT
- P.S.L. INDICATES POINT OF BEGINNING
- F.A. INDICATES FILE NUMBER
- N.L. INDICATES NUMBER

| RESERVE TABLE | | | | |
|---------------|---------|---------|---|--|
| RESERVE | ACREAGE | SQ. FT. | TYPE | |
| A | 0.111 | 4,829 | RESTRICTED TO OPEN SPACE/PIPELINE/ACCESS | |
| B | 0.713 | 32,246 | RESTRICTED TO LANDSCAPE/OPEN SPACE/PIPELINE | |
| C | 0.262 | 12,723 | RESTRICTED TO OPEN SPACE/DRAINAGE | |
| D | 0.24 | 10,476 | RESTRICTED TO LANDSCAPE/OPEN SPACE | |
| E | 1.108 | 48,111 | RESTRICTED TO LANDSCAPE/OPEN SPACE | |
| TOTAL | 2.406 | 108,385 | | |

PRELIMINARY PLAT OF
TAMARRON SECTION 16

A SUBDIVISION OF 16.698 ACRES OF LAND SITUATED IN THE
MIGAJAN AUSTREY SURVEY, ABSTRACT 100,
FORT BEND COUNTY, TEXAS.
75 LOTS 5 RESERVES (2,495 ACRES) 2 BLOCKS
AUGUST 12, 2016 JOB NO. 1531-1416C-309

OWNERS:
D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
CHRS LINDHORST, PRESIDENT
14100 SOUTHWEST FREWENTY, SUITE 300, SUGAR LAND, TEXAS 77478
(281) 566-2100

ENGINEER:
LJA Engineering, Inc.
2333 Bayport Drive
Suite 500
Houston, Texas 77042
Phone: 713-963-5300
Fax: 713-963-8008
FBI-F-1286
T&PLS File No. 1018501

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

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Tamarcon Section 30 / Preliminary Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: ma DATE: 8-11-2014

Planning Commission Review

Approved
 Returned for additional data

BY: APenn DATE: 8-2-14

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

RECEIVED
 City of Fulshear
 AUG 11 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: 8/12/2016 Date Received by the City of Fulshear: _____
 Subdivision: TAMARRON SECTION Development: TAMARRON 30

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 26.989 ACRES IN THE J.D. VERMILLION SYRVEY, ABSTRACT 339

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

Total Acreage: 26.989
 Number of Streets: 6
 Number of Lots: 108
 Number and Types of Reserves: 4
 Total Acres in Reserve: 5.516

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

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

| Platting Fees | |
|--|---|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | <u>\$946.75</u> <u>1215.36</u> <u>130</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.

MAR SIGNATURE
GEOFF FREEMAN / PLATTING MANAGER TYPED OR PRINTED NAME/TITLE
08-09-16 DATE

August 31, 2016

Engineering Review

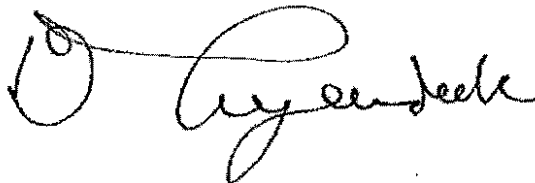
Preliminary Plat - Tamarron Section 30
City of Fulshear, Texas

For Information only:

1. This plat will create 108 Lots in three (3) Blocks with four (4) Reserves that covers an area of 26.989 acres.
2. The typical lot in this section appears to be 50-foot by 120-foot with a 25-foot Front Building Line.
3. Access to this section is from an extension of Jarvis Bay Pass Lane from Tamarron Section 22 and from Village Creek Lane.
4. Since this tract is located in the City of Fulshear's E.T.J., approval will be needed from both Fort Bend County and the City of Fulshear.

Recommendations:

I recommend that this Preliminary Plat of Tamarron Section 30 be approved as submitted.



LJA Engineering, Inc.



2929 Briarpark Drive
Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Mr. Dwayne G. Grigar
Fort Bend County Drainage District
1004 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. Grigar:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rene R." with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



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Suite 600
Houston, Texas 77042
TBPE № F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Ms. Mary Jane Sowa
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Ms. Sowa:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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TBPLS № 10110501

July 27, 2016

Mr. Michael S. Rusk, PE
Fort Bend County MUD No. 182
c/o LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. Rusk:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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TBPE № F-1386

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Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Mr. Chris Lindhorst
D.R. Horton – Texas, LTD.
14100 Southwest Freeway
Suite 500
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. Lindhorst:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Mr. Peter McElwain
Katy Independent School District
6301 S. Stadium Lane
Katy, Texas 77479

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. McElwain:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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TBPE № F-1386

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Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Ms. Crystal R. Shrader
Centerpoint Energy
P.O. Box 1700
Houston, Texas 77251

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Ms. Shrader:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



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Suite 600
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TBPE No F-1386

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Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. Lee Gregory
Alltel Communications
8306 Highway 90A
Sugar Land, Texas 77478

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. Gregory:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Rene Rodriguez
Platting Manager

RR/pg

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Houston, Texas 77042
TBPE No F-1386

Phone 713 953 5200
Fax 713 953 5026
www.ljaengineering.com
TBPLS No 10110501

July 27, 2016

Mr. Chris Grey
Utility Relocation Specialist
Comcast of Houston
7033 Airport Boulevard
Houston, Texas 77061

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. Grey:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

If you have any questions or need any additional information pertaining to the enclosed plats, please call me at 713.953.5228. Thank you for your consideration.

Sincerely,

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Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

LJA Engineering, Inc.



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Houston, Texas 77042
TBPE № F-1386

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Fax 713 953 5026
www.ljaengineering.com
TBPLS № 10110501

July 27, 2016

Mr. John Beaudoin
Fort Bend County Appraisal District
2801 B.F. Terry Boulevard
Rosenberg, Texas 77471-5600

Re: Preliminary Plat, Fulshear, Texas
Tamarron Section 30
LJA Job No. 1931-1430C-309

Dear Mr. Beaudoin:

LJA Engineering, Inc., (LJA) has recently submitted a copy of the above referenced plat to the City of Fulshear for their review and approval. Pursuant to the subdivision and platting regulations of the City of Fulshear, LJA is hereby submitting a copy of the plat for your agency's review, approval, and/or release. Upon your review, please respond with your comments and/or a plat release letter.

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Sincerely,

A handwritten signature in blue ink that reads 'Rene R.' with a stylized flourish at the end.

Rene Rodriguez
Platting Manager

RR/pg

Enclosure(s)

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 Fulshear Bend Drive Extension No. 2 - CCR / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: MC DATE: 8-12-2016

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 9.2.16

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: 08/12/2016 Date Received by the City of Fulshear: _____
 Subdivision: FULSHEAR BEND DRIVE EXTENSION NO 2 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: 3.936 ACRESS OF LAND IN THE J.W. SCOTT SURVEY, A-321

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

Total Acreage: 3.936
 Number of Streets: 2
 Number of Lots: 0
 Number and Types of Reserves: 0 (n/a)
 Total Acres in Reserve: 0 (n/a)

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

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

| Platting Fees | |
|--|-----------------|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | \$598.40 |
| 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 08/12/2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

August 31, 2016

Engineering Review

Final Plat
Fulshear Bend Drive Extension No. 2
City of Fulshear, Fort Bend County, Texas

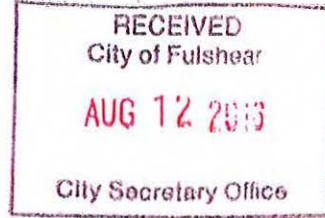
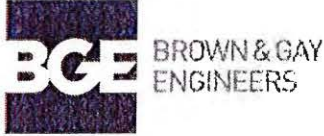
For Information only:

1. This plat will create approximately 1600 L.F. of Right-of-Way for Fulshear Bend Drive (100-foot width).
2. The Right-of-Way Extension will start on the West side of the intersection with Riverwood Park Lane and extend West to the intersection with Jade Springs Lane.

Recommendations:

I recommend that this Final Plat of Fulshear Bend Drive Extension No. 2, Street Dedication be approved as submitted.





August 12, 2016

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

Re: FULSHEAR BEND DRIVE EXTENSION NO 2 – FINAL PLAT SUBMISSION

Dear Ms. Offord:

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

Sincerely,

Trey DeVillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 71104
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility Availability/No Objection Correspondence (3)

stewart title

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

August 10, 2016

File No.: 1690280CPL

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 28th day of July, 2016, the last Deed that we find, of record, reflects the record owner to be:
CCR TEXAS HOLDINGS LP., a Delaware limited partnership by virtue of Deed recorded under Clerk's File No. 2012038964 of the Official Records of Fort Bend County, Texas.

CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership Deed recorded under Clerk's File No. 2013019469, 2014024650 and 2016059209 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 3.936 ACRE TRACT OF LAND SITUATED
IN THE J.W. SCOTT SURVEY, ABSTRACT NO. 321
FORT BEND COUNTY, TEXAS

BEING a 3.936 acre (171,471 square foot) tract of land situated in the J.W. Scott Survey, Abstract No. 321 of Fort Bend County, Texas and being a portion of a called 244.5 acre tract (Tract 4) of land as described in a deed to CCR Loan Subsidiary 1, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2013019469, and a portion of a called 22.62 acre tract as described in a deed to CCR Loan Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2014024650, and a portion of a called 1,913.31 acre tract (Tract A) as described in a deed to CCR Texas Holdings, LP recorded under F.B.C.C.F. No. 2012038964, said 3.936 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of the herein described tract, same being the northwest terminus of Fulshear Bend Drive (100 feet wide) as shown on FULSHEAR BEND DRIVE EXTENSION NO 1, a subdivision plat recorded under Plat No. 20150236 of the Fort Bend County Plat Records (F.B.C.P.R.);

THENCE, S 06°28'57" E, along and with the west line of said FULSHEAR BEND DRIVE EXTENSION NO 1, a distance of 100.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for a southeast corner of the herein described tract, same being the southwest terminus of said Fulshear Bend Drive as shown on said FULSHEAR BEND DRIVE EXTENSION NO 1, lying on the north line of CREEK COVE AT CROSS CREEK RANCH SECTION EIGHT, a subdivision plat recorded under Plat No. 20150235 of the F.B.C.P.R., and also being the beginning of a non-tangent curve to the right, from which its center bears N 06°28'57" W, 2,050.00 feet;

THENCE, In a westerly direction, along and with said north line and along said curve to the right, a distance of 463.09 feet, having a radius of 2,050.00 feet, a central angle of 12°56'35" and a chord which bears S 89° 59'21" W, 462.10 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

THENCE, N 83°32'22" W, continuing along and with said north line, at a distance of 164.35 feet passing a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of said CREEK COVE AT CROSS CREEK RANCH SECTION EIGHT, same being the northeast corner of Reserve "D" of CREEK COVE AT CROSS CREEK RANCH SECTION SIX, a subdivision plat recorded under Plat No. 20140255 of the F.B.C.P.R., and continuing along the north line of said Reserve "D" for a total distance of 374.54 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

THENCE, In a westerly direction, continuing along and with said north line and along said curve to the left, at a distance of 250.98 feet passing a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of said Reserve "D" of CREEK COVE AT CROSS CREEK RANCH SECTION SIX, same being the northeast corner of said 22.62 acre tract, and continuing along the north line of said 22.62 acre tract for a total distance of 664.90 feet, having a radius of 1,450.00 feet, a central angle of 26°16'23" and a chord which bears S 83°19'27" W, 659.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of compound curvature to the left;

THENCE, In a southwesterly direction, over and across said 22.62 acre tract and along said curve to the left, a distance of 39.97 feet, having a radius of 25.00 feet, a central angle of 91°36'29" and a chord which bears S 24°23'01" W, 35.85 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

THENCE, S 21°25'13" E, continuing over and across said 22.62 acre tract, a distance of 2.95 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for a southwest corner of the herein described tract;

THENCE, S 68°34'47" W, continuing over and across said 22.62 acre tract, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set point for the beginning of a non-tangent curve to the left, from which its center bears S 68°34'47" W, 25.00 feet;

THENCE, In a westerly direction, continuing over and across said 22.62 acre tract and along said curve to the left, a distance of 41.03 feet, having a radius of 25.00 feet, a central angle of 94°01'29" and a chord which bears N 68°25'58" W, 36.58 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 north line of said 22.62 acre tract;

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

N 25°26'42" W, a distance of 100.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the westerly northwest corner of the herein described tract and the beginning of a non-tangent curve to the right, from which its center bears S 25°26'42" E, 1,550.00 feet;

In a northeasterly direction, along said curve to the right, a distance of 10.38 feet, having a radius of 1,550.00 feet, a central angle of 00°23'02" and a chord which bears N 64°44'49" E, 10.38 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of reverse curvature to the left;

In a northerly direction, along said curve to the left, a distance of 37.68 feet, having a radius of 25.00 feet, a central angle of 86°21'33" and a chord which bears N 21°45'33" E, 34.21 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

N 21°25'13" W, a distance of 2.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set point for the northerly northwest corner of the herein described tract;

N 68°34'47" E, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the left, from which its center bears N 68°34'47" E, 25.00 feet;

In a southeasterly direction, along said curve to the left, a distance of 38.64 feet, having a radius of 25.00 feet, a central angle of 88°32'43" and a chord which bears S 65°41'35" E, 34.90 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of reverse curvature to the right;

In an easterly direction, continuing partially over and across said 1,913.31 acre tract and along said curve to the right, at a distance of 659.45 feet passing the west line of said 244.5 acre tract and continuing for a total distance of 714.90 feet, having a radius of 1,550.00 feet, a central angle of 26°

25'35" and a chord which bears N 83°14'51" E, 708.58 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

THENCE, S 83°32'22" E, over and across said 244.5 acre tract, a distance of 374.54 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

THENCE, In an easterly direction, continuing over and across said 244.5 acre tract and along said curve to the left, a distance of 440.50 feet, having a radius of 1,950.00 feet, a central angle of 12°56'35" and a chord which bears N 89°59'21" E, 439.56 feet to the POINT OF BEGINNING and containing 3.936 acres (171,471 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096, 2009026093 and 2010127400 of the County Clerk Official Records of Fort Bend County, Texas.

Restrictive Covenants as set forth in that Community Charter For Cross Creek Ranch recorded under Clerk's File Nos. 2008039552, and 2008054441, of the Official Records of Fort Bend County, Texas. **(Encumbered only by filing a Supplement)**

2. Easements/Other Exceptions:

Easements as reflected on the plat of FULSHEAR BEND DRIVE EXTENSION NO 1 recorded under Plat No. 20150236 of the Plat Records of Fort Bend County, Texas.

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

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

All charges, liens, and assessments payable to Cross Creek Ranch Community Association Inc., including that lien to secure the payment thereof, recorded under Clerk's File No. 2008039552 of the Official Records of County, Texas. This lien being subordinate to any recorded mortgage liens. **(Applies only when annexed by filing a supplement)**

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

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

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

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

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

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

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

Cross Creek Ranch Community Association, Inc., Document Retention, Access, Production And Copy Policy, recorded under Clerk's File No. 2012006437 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc. Solar Energy devices And Roofing Materials Policy recorded under Clerk's File No. 2012006438 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc., display Of Religious Items Policy, recorded under Clerk's File No. 2012006439 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc., Flag Display Policy, recorded under Clerk's File No. 2012006443 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc., Rain Barrel Policy, recorded under Clerk's File No. 2012006444 of the Official Records of Fort Bend County ,Texas. **(Applies only when annexed by filing a supplement)**

Cross creek Ranch community Association, Inc., Collection Policy And Payment Plan Guidelines, recorded under Clerk's File No. 2012016697 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

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

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

3. Liens/Misc:

Vendors Lien retained in Deed dated April 12, 2012, recorded in/under Clerk's File No. 2012038964 of the Official Public Records, securing the payment of one note in the principal amount of \$9,000,000.00, bearing interest and payable as therein provided to the order of CCR Texas Lender, Inc., and one note in the principal amount of \$81,000,000.00, bearing interest and payable as therein provided to the order of PSPIB_CCR, Inc., and additionally secured by Deed of Trust of even date therewith executed by CCR Texas Holdings LP, and recorded in/under Clerk's File No. 2012038977 of the Official Public Records of Fort Bend County, Texas, for the benefit of CCR Texas Agent Inc., as Agent. (Covers other property also)

Said lien additionally secured by a Collateral Assignment Of Notes And Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of County, Texas.

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP., a Delaware limited partnership, securing the payment of one note in

the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B") bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders, and being additionally secured by Vendors Lien retained in Deed of even date therewith and recorded in/under Clerk's File No. 2012038960 of the Official Records of Fort Bend County, Texas. (Cover other property also)

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

Intercreditor Agreement dated June 2, 2016 and recorded under Clerk's File No. 2016059210 of the Official Records of Fort Bend County, Texas.

Construction Deed of Trust (with Assignment of Leases and Rents, Security Agreement Fixture Filing) dated June 2, 2016, recorded in/under Clerk's File No. 2016059211 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of U.S. Bank National Association d/b/a Housing Capital Company.

Collateral Assignment of Construction Documents, Design Contracts, Plans, Licenses, Building Lot Contracts and Permits recorded under Clerk's File No. 2016059212 of the Official Records of Fort Bend County, Texas.

Collateral Assignment of MUD Proceeds recorded under Clerk's File No. 2016059213 of the Official Records of Fort Bend County, Texas.

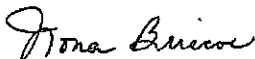
No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

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

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

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

Sincerely,
Stewart Title Company



Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS HOLDINGS LP, a Delaware limited partnership, has platted that certain 3.936 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as FULSHEAR BEND DRIVE EXTENSION NO 2, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2016059210 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of FULSHEAR BEND DRIVE EXTENSION NO 2.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR TEXAS HOLDINGS LP, a Delaware limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of FULSHEAR BEND DRIVE EXTENSION NO 2 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of FULSHEAR BEND DRIVE EXTENSION NO 2 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

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 3.936 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as FULSHEAR BEND DRIVE EXTENSION NO 2, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2016059210, 2016059211, 2016059212 and 2016059213 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of FULSHEAR BEND DRIVE EXTENSION NO 2.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of FULSHEAR BEND DRIVE EXTENSION NO 2 and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of FULSHEAR BEND DRIVE EXTENSION NO 2 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.

U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ of U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

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

Notary Public in and for the State of Texas

My commission expires: _____



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

August 11, 2016

RE: Fulshear Bend Drive Extension NO. 2

Dear Trey,

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

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

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

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

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

Sincerely,

Joseph Kubeczka
Associate Service Consultant
joseph.kubeczka@centerpointenergy.com



August 9, 2016

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

Re: Fulshear Bend Drive Extension No. 2

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 August 2016

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Grey", with a long, sweeping underline.

Chris Grey
Construction Supervisor, Design and Serviceability

Trey DeVillier

From: Trey DeVillier
Sent: Tuesday, August 09, 2016 1:35 PM
To: 'JONES, MICHAEL W'
Subject: FULSHEAR BEND DRIVE EXTENSION NO 2 - Request for letter of "UTILITY AVAILABILITY" (AT&T)
Attachments: 2016-8-9_PLAT_FULSHEAR BEND DRIVE EXT 2 NOL.pdf

Please provide us a letter of "**utility availability**" for the attached plat as required for final plats by the City of Fulshear.

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

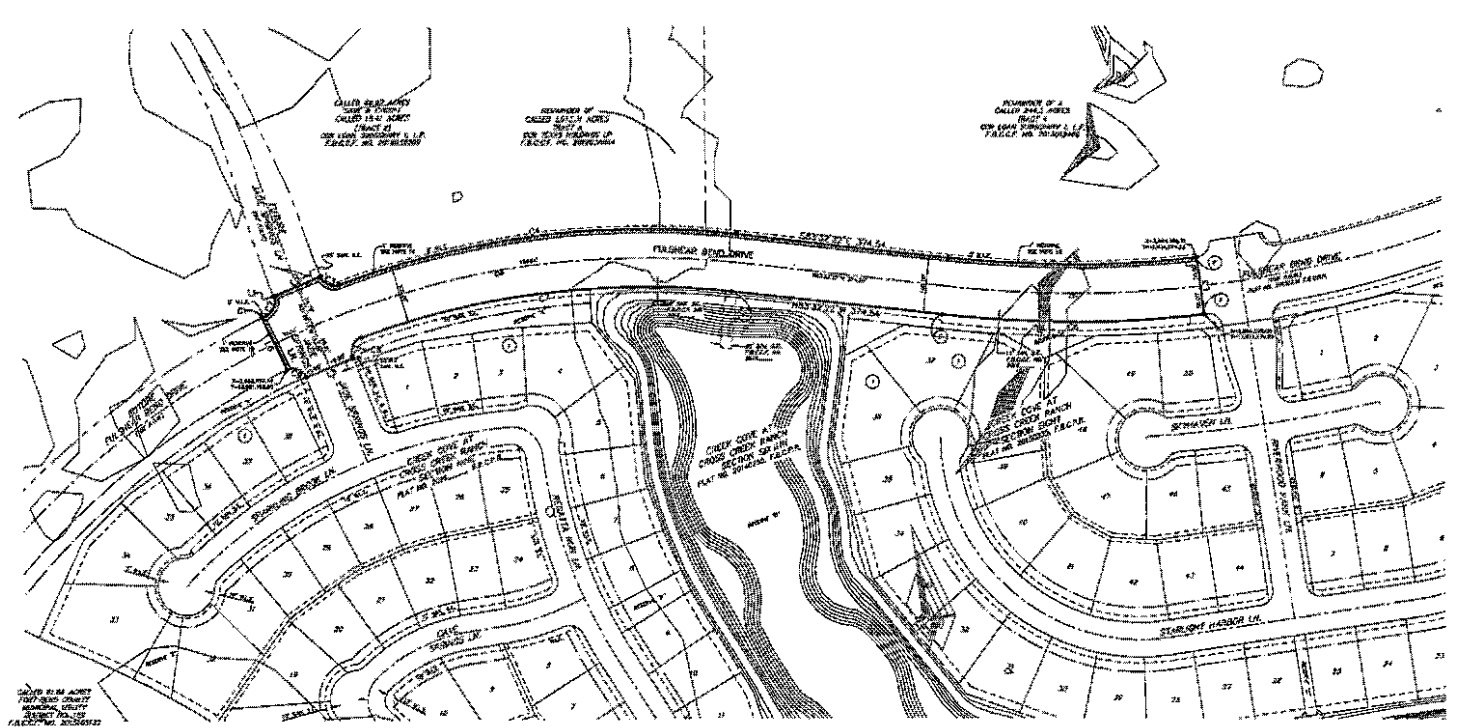
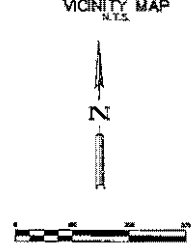
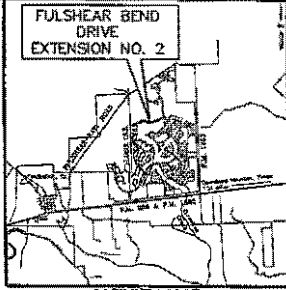
Respectfully,

Trey DeVillier | Platting Technician

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



Serving. Leading. Solving.™



GENERAL NOTES

1. "S.E." indicates "Setback Easement".
2. "P.U." indicates "Public Utility".
3. "A.L.S." indicates "Water Line Easement".
4. "M.S.E." indicates "Meter Vault Easement".
5. "F.H.S.E." indicates "Fire Hydrant Easement".
6. "S.A.S.E." indicates "Sanitary Sewer Easement".
7. "S.S.S.E." indicates "Storm Sewer Easement".
8. "D.E." indicates "Drainage Easement".
9. "C.E." indicates "Cement Easement".
10. "F.B.C.D.P. No." indicates "Fort Bend County Clerk's File Number".
11. "F.B.C.D.P.A." indicates "Final Record of Fort Bend County".
12. "F.B.C.D.P.A." indicates "Final Record of Fort Bend County".
13. The coordinates shown herein are Texas State Central Zone No. 4000 State Plane Grid Coordinates (NAD83) and may be brought to accuracy by utilizing the following cornered control points:
14. Boundary orientation is shown on the Texas Coordinate System, South Central Zone 4000, NAD83 and is referenced to FULSHEAR BEND DRIVE EXTENSION NO. 1.
15. There is no encroachment allowed at any pipeline within the boundaries of the easement which are shown based on the title insurance policies for City Planning Letter prepared by Stinson, Tillie Company, File No. 149998260, and dated July 25, 2018. Should there be any encroachment of easement within the boundaries of the project tract except as shown herein.
16. The property lines in the shaded zone "A" herein referenced to be outside the 200 year flood plain) are indicated on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number 431270100C, Revised April 2, 2018.
17. See 12-inch Iron Pipe (25" O.D.) of one (1) piece "Brown & Coy" at all joint boundary corners unless otherwise noted.
18. See 12-inch Iron Pipe (25" O.D.) of one (1) piece "Brown & Coy".
19. A non-ferrous rebar embedded in the city is to be a buffer membrane between the side of and of streets where such streets abut adjacent private lots, the location of such membrane being that such adjacent property is subdivided in a residential tract. The non-ferrous rebar shall thereafter become visible in the public for street right-of-way purposes.
20. All of the property, described in the foregoing PMA is within the incorporated boundaries of the City of Fulshear, Texas.
21. This plan is subject to regulations contained under Fort Bend County Clerk's File No. 149998260, 149998261, 149998262 and 149998263 and City Planning Letter prepared by Stinson, Tillie Company, File No. 149998260, and dated July 25, 2018.

LINE DATA

| LINE NO. | START POINT | END POINT | LENGTH |
|----------|-------------|-------------|--------|
| 1 | 1000000.000 | 1000000.000 | 0.00 |
| 2 | 1000000.000 | 1000000.000 | 0.00 |
| 3 | 1000000.000 | 1000000.000 | 0.00 |
| 4 | 1000000.000 | 1000000.000 | 0.00 |
| 5 | 1000000.000 | 1000000.000 | 0.00 |

TABLE DATA

| TABLE NO. | START POINT | END POINT | LENGTH | AREA |
|-----------|-------------|-------------|--------|------|
| 1 | 1000000.000 | 1000000.000 | 0.00 | 0.00 |
| 2 | 1000000.000 | 1000000.000 | 0.00 | 0.00 |
| 3 | 1000000.000 | 1000000.000 | 0.00 | 0.00 |
| 4 | 1000000.000 | 1000000.000 | 0.00 | 0.00 |
| 5 | 1000000.000 | 1000000.000 | 0.00 | 0.00 |

FULSHEAR BEND DRIVE EXTENSION NO. 2

A SUBDIVISION OF 3.936 ACRES OF LAND LOCATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS

LOTS: 0 RESERVES: 0 BLOCKS: 0
SCALE: 1"=100' DATE: AUGUST, 2018

DRAWN BY: LARRY JOHNSON
CHECKED BY: LARRY JOHNSON
DATE: AUGUST, 2018
LARRY JOHNSON



CROSS CREEK RANCH
Green & Gray Engineers, Inc.
18777 Westheimer, Suite 400, Houston, TX 77060
Tel: 281-955-6725 • www.greeneng.com
P.O. Box 1000, Houston, TX 77001
78755 Lakeside Shopping Park No. 1096549
LAKEVIEW COLLEGE, TX.

STATE OF TENNESSEE

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

WHEREAS, Coe has designated you to cause presents to be deposited in the name of the public for public utility purposes...

WHEREAS, you are hereby authorized to file with the County Clerk of this County a copy of the original and true copies of the original and true copies of the original and true copies...

IN WITNESS WHEREOF, COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

STATE OF TENNESSEE

WHEREAS, you are hereby authorized to file with the County Clerk of this County a copy of the original and true copies of the original and true copies...

IN WITNESS WHEREOF, COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

STATE OF TENNESSEE

WHEREAS, you are hereby authorized to file with the County Clerk of this County a copy of the original and true copies of the original and true copies...

IN WITNESS WHEREOF, COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

STATE OF TENNESSEE

WHEREAS, you are hereby authorized to file with the County Clerk of this County a copy of the original and true copies of the original and true copies...

This plan of FULSHEAR BEND DRIVE EXTENSION NO. 2 is approved by the City Planning Commission of the City of Fulshear, Texas, this _____ day of _____, 2016.

City Council

City Manager

This plan of FULSHEAR BEND DRIVE EXTENSION NO. 2 was approved by the City of Fulshear City Council and signed on this _____ day of _____, 2016.

City Council

City Manager

I, Larry B. Johnson, County Clerk in and for Fulshear County, hereby certify that the foregoing document is the true and correct copy of the original and true copies of the original and true copies...

Witness my hand and seal of office, at Richmond, Texas, this _____ day of _____, 2016.

City Council

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

STATE OF TENNESSEE

WHEREAS, you are hereby authorized to file with the County Clerk of this County a copy of the original and true copies of the original and true copies...

IN WITNESS WHEREOF, COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

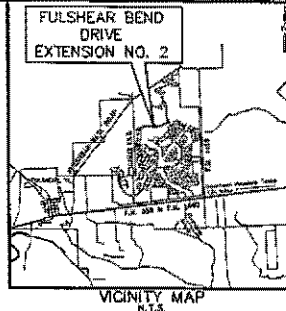
STATE OF TENNESSEE

WHEREAS, you are hereby authorized to file with the County Clerk of this County a copy of the original and true copies of the original and true copies...

IN WITNESS WHEREOF, COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...

STATE OF TENNESSEE



DESCRIPTION OF A 3.836 ACRES TRACT OF LAND SITUATED IN THE CITY OF FULSHEAR, TEXAS, AS SHOWN ON THE PLAN OF FULSHEAR BEND DRIVE EXTENSION NO. 2, A SUBDIVISION OF 3.836 ACRES OF LAND LOCATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS.

FULSHEAR BEND DRIVE EXTENSION NO. 2

A SUBDIVISION OF 3.836 ACRES OF LAND LOCATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

LOTS: 0 RESERVE: 0 BLOCKS: 0

SCALE: 1"=100' DATE: AUGUST, 2016

OWNER: COE TEOD WALKER, LP, a Delaware limited partnership, acting by and through Larry B. Johnson, Manager of Administration, LLC, a Texas limited liability company...



CROSS CREEK RANCH

Blount & Gray Engineers, Inc. 4877 Westpark Drive, Suite 400, Houston, TX 77041

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 Creek Cove at Cross Creek Ranch Section 9 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: mn DATE: 8-12-2016

Planning Commission Review

Approved
 Returned for additional data

BY: APem DATE: 9-2-16

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

RECEIVED
 City of Fulshear
AUG 12 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: 08/12/2016 Date Received by the City of Fulshear: _____

Subdivision: CREEK COVE AT CROSS CREEK RANCH SECTION NINE Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: 24.68 ACRESS OF LAND IN THE J.W. SCOTT SURVEY, A-321

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

Total Acreage: 24.68

Number of Streets: 5

Number of Lots: 56

Number and Types of Reserves: 6 LANDSCAPE/OPEN SPACE

Total Acres in Reserve: 2.023

Owner: CCR TEXAS HOLDINGS, L.P. & CCR LOAN SUBSIDIARY

Address: 5005 RIVERWAY, STE. 500

City/State: HOUSTON, TX 77056

Telephone: 713-960-9977

Email Address: _____

Engineer/Planner: BROWN & GAY ENGINEERS, INC.

Contact Person: TREY DEVILLIER

Telephone: 713-488-8204

Fax Number: 281-558-9701

Email Address: tdevillier@browngay.com

| Platting Fees | |
|--|-------------------|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | <u>\$1,397.00</u> |
| Park Fees (due at Final Plat Application) | _____ |

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

SIGNATURE

TREY DEVILLIER

TYPED OR PRINTED NAME/TITLE

08/12/2016

DATE

August 31, 2016

Engineering Review

Final Plat
Creek Cove at Cross Creek Ranch Section Nine
City of Fulshear, Fort Bend County, Texas

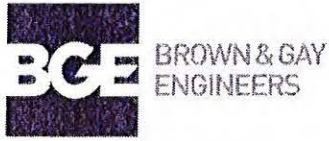
For Information only:

1. This plat will create 56 lots in two (2) Blocks with six (6) Reserves that cover a total acreage of 24.68 acres
2. The average lot size appears to be 80-foot by 140-foot with a 25-foot Front Building Line.
3. Access to this section is from Jade Springs Lane off of Fulshear Bend Drive and from an extension of Lake Wind Lane.

Recommendations:

I recommend that this Final Plat of Creek Cove at Cross Creek Ranch Section Nine be approved as submitted.





August 12, 2016

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



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

Dear Ms. Offord:

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

Sincerely,


Trey DeVillier
Platting Tech

*Enclosures: Plat Copies (10)
City Platting Application
Platting Fee Check No. 71103
City Planning Letter
Lienholders Subordination Form (2)
Utility Availability/No Objection Correspondence (3)*

stewart title

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

August 10, 2016

File No.: 1690279CPL

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 28th day of July, 2016, the last Deed that we find, of record, reflects the record owner to be:

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

CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership Deed recorded under Clerk's File No. 2013019469, 2014024650 and 2016059209 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 24.68 ACRE TRACT OF LAND SITUATED
IN THE J.W. SCOTT SURVEY, ABSTRACT NO. 321
THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

BEING a 24.68 acre (1,074,919 square foot) tract of land situated in the J.W. Scott Survey, Abstract Number 321, the City of Fulshear, Fort Bend County, Texas, being a portion of a remainder of that called 244.5 acre tract of land described as Tract 4 in a conveyance to CCR Loan Subsidiary 1, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2013019469, a portion of the remainder of that called 249.35 acre tract of land described as Tract 7 in a conveyance to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2012038960, a portion of a remainder of that called 1,913.31 acre tract of land described as Tract A in a conveyance to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2012038964, and all of that called 22.62 acre of land described in a conveyance to CCR Loan Subsidiary 1, L.P. recorded under F.B.C.C.F. No. 2014024650, said 24.68 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of said 22.62 acres, same being the northwest corner of Restricted Reserve "D" of CREEK COVE AT CROSS CREEK RANCH SECTION SIX, a subdivision per plat recorded under Plat No. 20140255, of the Fort Bend County Plat Records (F.B.C.P.R.) lying in the south line of a remainder of said 1,913.31 acre tract;

THENCE, along and with the west lines of said Restricted Reserve "D" the following courses and distances:

S 03°27'24" E, a distance of 59.30 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 36°31'57" E, a distance of 125.92 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 05°09'32" E, a distance of 175.60 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 19°33'13" E, a distance of 111.47 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 25°02'35" E, a distance of 95.10 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 29°54'40" E, a distance of 50.19 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 32°17'10" E, a distance of 158.99 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 19°03'41" E, a distance of 170.03 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 04°54'03" W, a distance of 214.80 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 27°37'00" W, a distance of 228.74 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point;

S 41°44'27" W, a distance of 142.93 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southwest corner of said Restricted Reserve "D";

THENCE, S 48°15'33" E, a distance of 87.25 feet along the southerly line of said Restricted Reserve "D" to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the beginning of a tangent curve to the left;

THENCE, In a southeasterly direction, along said curve to the left, a distance of 310.58 feet, having a radius of 570.00 feet, a central angle of 31°13'09" and a chord which bears S 63°52'07" E, 306.75 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the west terminus of the north right-of-way line of Lakewind Lane (60' foot wide), recorded under Plat No. 20140255, of the F.B.C.P.R.;

THENCE, S 10°31'19" W, along the west line of said CREEK COVE AT CROSS CREEK RANCH SECTION SIX, a distance of 152.78 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the common west corner between Restricted Reserve "B" and Lot 12, Block 2, of said CREEK COVE AT CROSS CREEK RANCH SECTION SIX, lying on the northeasterly line of a called 61.66 acre tract of land described in a conveyance to Fort Bend County Municipal Utility District No. 169, recorded under F.B.C.C.F. No. 2015105132, being the most southerly corner of the herein described tract and being the beginning of a non-tangent curve to the left from which its center bears S 48°21'53" W, 1,000.00 feet;

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

In a northwesterly direction, along said curve to the left, a distance of 293.09 feet, having a radius of 1,000.00 feet, a central angle of 16°47'35" and a chord which bears N 50°01'54" W, 292.04 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of a reverse curve to the right;

THENCE, In a northwesterly direction, along said curve to the right, a distance of 88.74 feet, having a radius of 500.00 feet, a central angle of 10°10'08" and a chord which bears N 53°20'37" W, 88.62 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

N 48°15'33" W, a distance of 421.00 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 northwesterly direction, along said curve to the right, a distance of 167.36 feet, having a radius of 1,000.00 feet, a central angle of 09°35'20" and a chord which bears N 43°27'53" W, 167.16 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of a reverse curve to the left;

In a northwesterly direction, along said curve to the left, a distance of 794.45 feet, having a radius of 1,500.00 feet, a central angle of 30°20'45" and a chord which bears N 53°50'35" W, 785.20 feet to a

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

In a northwesterly direction, along said curve to the right, a distance of 147.86 feet, having a radius of 750.00 feet, a central angle of 11°17'45" and a chord which bears N 63°22'06" W, 147.62 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of said 22.62 acre tract and the herein described tract and being the beginning of a non-tangent curve to the right from which its center bears S 52°16'52" E, 1,450.00 feet;

THENCE, In a northeasterly direction, along the north line of said 22.62 acre tract and said curve to the right, a distance of 679.15 feet, having a radius of 1,450.00 feet, a central angle of 26°50'10" and a chord which bears N 51°08'13" E, 672.96 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of a compound curve to the right;

THENCE, over and across said 22.62 acre tract the following courses and distances:

In an easterly direction, along said curve to the right, a distance of 41.03 feet, having a radius of 25.00 feet, a central angle of 94°01'29" and a chord which bears S 68°25'58" E, 36.58 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for a corner of the herein described tract;

N 68°34'47" E, a distance of 90.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for a corner of the herein described tract;

N 21°25'13" W, a distance of 2.95 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a tangent curve to the right;

In a northeasterly direction, along said curve to the right, a distance of 39.97 feet, having a radius of 25.00 feet, a central angle of 91°36'29" and a chord which bears N 24°23'01" E, 35.85 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of a compound curve to the right lying on the north line of said 22.62 acre tract;

THENCE, In an easterly direction, along the north line of said 22.62 acre tract and said curve to the right, a distance of 413.92 feet, having a radius of 1,450.00 feet, a central angle of 16°21'20" and a chord which bears N 78°21'55" E, 412.51 feet to the **POINT OF BEGINNING** and containing 24.68 acres (1,074,919 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096, 2009026093 and 2010127400 of the County Clerk Official Records of Fort Bend County, Texas.

Restrictive Covenants as set forth in that Community Charter For Cross Creek Ranch recorded under Clerk's File Nos. 2008039552, and 2008054441, of the Official Records of Fort Bend County, Texas. (**Encumbered only by filing a Supplement**)

2. Easements/Other Exceptions:

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.

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

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

County, Texas. This lien being subordinate to any recorded mortgage liens. **(Applies only when annexed by filing a supplement)**

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

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

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

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

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

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

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

Cross Creek Ranch Community Association, Inc., Document Retention, Access, Production And Copy Policy, recorded under Clerk's File No. 2012006437 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc. Solar Energy devices And Roofing Materials Policy recorded under Clerk's File No. 2012006438 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc., display Of Religious Items Policy, recorded under Clerk's File No. 2012006439 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc., Flag Display Policy, recorded under Clerk's File No. 2012006443 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

Cross Creek Ranch Community Association, Inc., Rain Barrel Policy, recorded under Clerk's File No. 2012006444 of the Official Records of Fort Bend County ,Texas. **(Applies only when annexed by filing a supplement)**

Cross creek Ranch community Association, Inc., Collection Policy And Payment Plan Guidelines, recorded under Clerk's File No. 2012016697 of the Official Records of Fort Bend County, Texas. **(Applies only when annexed by filing a supplement)**

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

Partial Assignment And Assumption Of Founder's Rights dated effective as of April 12, 2012, by

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

3. Liens/Misc:

Vendors Lien retained in Deed dated April 12, 2012, recorded in/under Clerk's File No. 2012038964 of the Official Public Records, securing the payment of one note in the principal amount of \$9,000,000.00, bearing interest and payable as therein provided to the order of CCR Texas Lender, Inc., and one note in the principal amount of \$81,000,000.00, bearing interest and payable as therein provided to the order of PSPIB_CCR, Inc., and additionally secured by Deed of Trust of even date therewith executed by CCR Texas Holdings LP, and recorded in/under Clerk's File No. 2012038977 of the Official Public Records of Fort Bend County, Texas, for the benefit of CCR Texas Agent Inc., as Agent. (Covers other property also)

Said lien additionally secured by a Collateral Assignment Of Notes And Liens recorded in/under Clerk's File No. 2012054544 of the Official Records of County, Texas.

Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated April 12, 2012, recorded in/under Clerk's File No. 2012038977 of the Official Records of Fort Bend County, Texas, executed by CCR Texas Holdings LP, a Delaware limited partnership, securing the payment of one note in the principal amount of \$90,000,000.00, (which Loan is evidenced and secured by (i) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$9,000,000 made by Grantor in favor of CCR TEXAS LENDER INC. ("Note A"), (ii) that certain Promissory Note, dated as of the date hereof, in the maximum principal amount of \$81,000,000 made by Grantor in favor of PSPIB-CCR INC. ("Note B") bearing interest and payable as therein provided to the order of CCR Texas Agent, Inc., an Ontario corporation, in its capacity as agent for lenders, and being additionally secured by Vendors Lien retained in Deed of even date therewith and recorded in/under Clerk's File No. 2012038960 of the Official Records of Fort Bend County, Texas. (Cover other property also)

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

Intercreditor Agreement dated June 2, 2016 and recorded under Clerk's File No. 2016059210 of the Official Records of Fort Bend County, Texas.

Construction Deed of Trust (with Assignment of Leases and Rents, Security Agreement Fixture Filing) dated June 2, 2016, recorded in/under Clerk's File No. 2016059211 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of U.S. Bank National Association d/b/a Housing Capital Company.

Collateral Assignment of Construction Documents, Design Contracts, Plans, Licenses, Building Lot Contracts and Permits recorded under Clerk's File No. 2016059212 of the Official Records of Fort Bend County, Texas.

Collateral Assignment of MUD Proceeds recorded under Clerk's File No. 2016059213 of the Official Records of Fort Bend County, Texas.

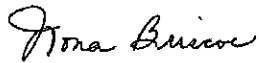
No examination has been made as to Abstracts of Judgments, State or Federal Tax Liens, the status of taxes, tax suits or paving assessments.

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

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

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

Sincerely,
Stewart Title Company

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

Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS HOLDINGS LP, a Delaware limited partnership, has platted that certain 24.68 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by Brown & Gay Engineers, Inc. and known as CREEK COVE AT CROSS CREEK RANCH SECTION NINE, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2016059210 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK COVE AT CROSS CREEK RANCH SECTION NINE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

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

EXECUTED this the _____ day of _____, 2016.

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

By: _____

Printed Name: _____

Title: _____

PROVINCE OF ONTARIO
COUNTRY OF CANADA

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

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

Notary Public
My commission expires: Commission For Life

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

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 24.68 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as CREEK COVE AT CROSS CREEK RANCH SECTION NINE, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2016059210, 2016059211, 2016059212 and 2016059213 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of CREEK COVE AT CROSS CREEK RANCH SECTION NINE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

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

EXECUTED this the _____ day of _____, 2016.

U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ of U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

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

Notary Public in and for the State of Texas

My commission expires: _____

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



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

August 11, 2016

RE: Creek Cove at Cross Creek Ranch Section 9

Dear Trey;

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

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

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

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

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

Sincerely,

Joseph Kubeczka
Associate Service Consultant
joseph.kubeczka@centerpointenergy.com



August 9, 2016

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

Re: Creek Cove at Cross Creek Ranch Section Nine

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Grey", written in a cursive style.

Chris Grey
Construction Supervisor, Design and Serviceability

Trey DeVillier

From: Trey DeVillier
Sent: Tuesday, August 09, 2016 1:39 PM
To: 'JONES, MICHAEL W'
Subject: CREEK COVE AT CROSS CREEK RANCH SECTION NINE - Request for letter of "UTILITY AVAILABILITY" (AT&T)
Attachments: 2016-8-9_PLAT_CREEK COVE 9 NOL.pdf

Please provide us a letter of "**utility availability**" for the attached plat as required for final plats by the City of Fulshear.

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

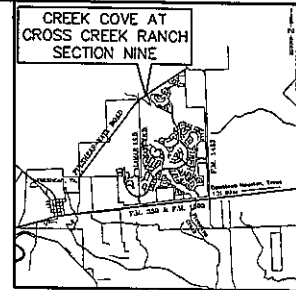
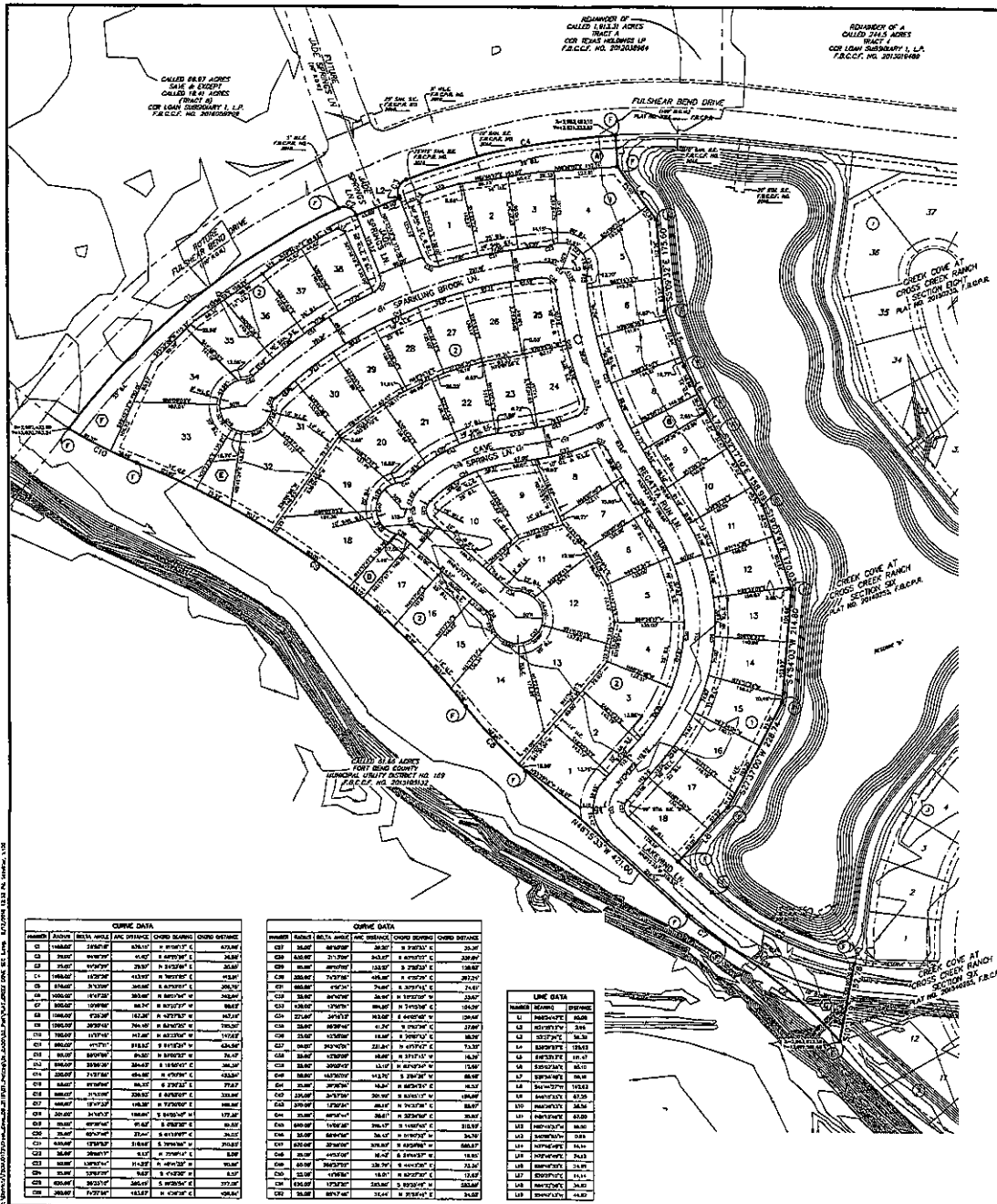
Respectfully,

Trey DeVillier | Platting Technician

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

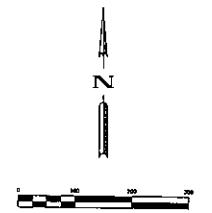


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VICINITY MAP N.T.S.

- GENERAL NOTES
- "D.E." indicates "Utility Easement".
 - "B.L." indicates "Building Line".
 - "W.L.E." indicates "Water Line Easement".
 - "M.W.E." indicates "Meter Water Easement".
 - "F.H.E." indicates "Fire Hydrant Easement".
 - "S.M.S.E." indicates "Sanitary Sewer Easement".
 - "S.S.E." indicates "Storm Sewer Easement".
 - "D.C." indicates "Drainage Easement".
 - "A.E." indicates "Aerial Easement".
 - "F.B.C.C.P. No." indicates "Fort Bend County Clerk's File Number".
 - "F.B.C.P.R." indicates "File Records of Fort Bend County".
 - "F.B.C.B.A." indicates "Deed Records of Fort Bend County".
 - The coordinates shown herein are Texas South Central Zone No. 4204 State Plane Data Coordinates (NAD83) and may be brought to surface by multiplying by the following combined scale 1.001160.
 - Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83 and is referenced to monuments found along the west line of CREEK COVE AT CROSS CREEK RANCH SECTION SIX.
 - There is no pipeline easement within the boundaries of the subject tract as based on the title research provided per City Planning Letter prepared by Stewart Title Company, File No. 16062762R, and dated July 26, 2016, and as shown herein.
 - The property lies in the Unincorporated Zone "X" (areas determined to be outside the 200 year flood plain) as delineated on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number 481270102L, Revised April 15, 2015.
 - Set 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "Brown & Day" of all plot boundary corners unless otherwise noted.
 - ⊙ Indicates Found 1/2-inch Iron Pipe (3/4" O.D.) w/ cap stamped "Brown & Day".
 - All lots are subject to a five (5) foot side lot building line on each side except corner lots which have a five (5) foot side lot building line on the lower lot line and a ten (10) foot building line on the street side.
 - All utility to foot Utility Easements shown extend 7 feet on each side of a common lot unless otherwise indicated.
 - All of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of Fulshear, Texas.
 - This plat is subject to restrictions recorded under Fort Bend County Clerk's File No. 200600202R, 200602602R, 2010127400, 200628202R and 200602402R per City Planning Letter prepared by Stewart Title Company, File No. 16062762R, and dated July 26, 2016.



| RESERVE | ACREAGE | SQUARE FOOTAGE | RESTRICTION |
|---------|--------------------------|----------------|------------------------|
| (A) | 0.8760 AC. | 38,000 S.F. | LANDSCAPE / OPEN SPACE |
| (B) | 0.1438 AC. / 6,223 S.F. | | LANDSCAPE / OPEN SPACE |
| (C) | 0.2738 AC. / 11,902 S.F. | | LANDSCAPE / OPEN SPACE |
| (D) | 0.1800 AC. / 7,828 S.F. | | LANDSCAPE / OPEN SPACE |
| (E) | 0.1480 AC. / 6,461 S.F. | | LANDSCAPE / OPEN SPACE |
| (F) | 0.7778 AC. / 33,843 S.F. | | LANDSCAPE / OPEN SPACE |

CREEK COVE AT CROSS CREEK RANCH SECTION NINE

A SUBDIVISION OF 24.68 ACRES OF LAND LOCATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR, TEXAS

LOTS: 38 RESERVES: 6 DATE: AUGUST, 2016 BLOCKS: 2

SCALE: 1"=100'

OWNER:
CCR LEAN SUBSIDIARY L.P.
& CCR TEXAS HOLDINGS, L.P.
3005 BURNINGWATER, SUITE 500
HOUSTON, TEXAS 77056
(713) 859-6777
LARRY JOHNSON

LAND PLANNER:
BICE | HENRY | GILBERT & ASSOCIATES, INC.
23301 CROSS CREEK BLVD., 80-320
KATY, TEXAS 77454
(281) 374-0244
JUAN SERRA



CROSS CREEK RANCH

BGE
Brown & Gray Engineers, Inc.
16777 Westheimer, Suite 400, Houston, TX 77057
Tel: 281-555-8700 • www.bgeeng.com
TSPE Registration No. 7-1916
TSPS License Surveying Firm No. 10 085-02
KAROLINA HAUTER, P.E.

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 Bonterra at Cross Creek Ranch Section 5 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: MC DATE: 8-12-2016

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 9.2.16

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

RECEIVED
 City of Fulshear
 AUG 12 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: 08/12/2016 Date Received by the City of Fulshear: _____

Subdivision: BONTERRA AT CROSS CREEK RANCH SECTION FIVE 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: 12.27 ACRESS OF LAND IN THE A.G. SHARPLESS SURVEY, A-322

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

Total Acreage: 12.27
 Number of Streets: 5
 Number of Lots: 53
 Number and Types of Reserves: 4 LANDSCAPE/OPEN SPACE
 Total Acres in Reserve: 1.519

Owner: CCR TEXAS HOLDINGS, L.P. & CCR LOAN SUBSIDIARY
 Address: 5005 RIVERWAY, STE. 500
 City/State: HOUSTON, TX 77056
 Telephone: 713-980-9977
 Email Address: _____
 Engineer/Planner: BROWN & GAY ENGINEERS, INC.
 Contact Person: TREY DEVILLIER
 Telephone: 713-488-8204
 Fax Number: 281-558-9701
 Email Address: tdevillier@browngay.com

| Platting Fees | |
|--|-------------------|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | <u>\$1,071.75</u> |
| Park Fees (due at Final Plat Application) | _____ |

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

Trey Devillier **TREY DEVILLIER** 08/12/2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

August 31, 2016

Engineering Review

Final Plat
Bonterra at Cross Creek Ranch Section 5
City of Fulshear, Texas

For Information only:

1. This plat will create 53 lots in three (3) Blocks with four (4) Reserves that covers a total area of 12.27 acres.
2. The typical lot for this section are 45-foot by 130-foot with a 20-foot Front Building Line.
3. Access to this Section is provided by an extension of Winding Terrace Lane and Alpine Terrace Drive.
4. The streets in this section are shown to be private along with the storm sewer system.

Recommendations:

I recommend that this Final Plat of Bonterra at Cross Creek Ranch Section 5 be approved with the following additions/corrections:

- A) The Title Block of the Plat shows this tract to be located in the A. G. Sharpess Survey; Abstract 322 while the Metes & Bounds description said it is located in the M. Autrey Survey, Abstract 100. These need to be rectified.
- B) There are several blanks that need to be filled in as to the recording information for the easements, etc.





BROWN & GAY
ENGINEERS

August 31, 2016

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

Re: BONTERRA AT CROSS CREEK RANCH SECTION FIVE – Response to Final Plat Comments

Dear Mr. Leyendecker:

Below is our itemized list of responses to the Engineering Review comments, dated August 31 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

- A. The Title Block of the Plat shows this tract to be located in the A.G. Sharpless Survey, Abstract 322 while the Metes & Bounds description said it is located in the M. Autroy Survey, Abstract 100. These need to be rectified.**

RESPONSE: The Metes & Bounds has been confirmed accurate and the Plat has been revised accordingly. See enclosure(s).

- B. There are several blanks that need to be filled in as to the recording information for the easements, etc.**

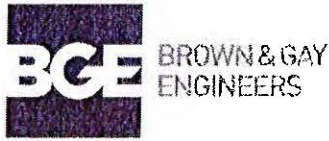
RESPONSE: The blanks shown on the subject plat pertain to BONTERRA AT CROSS CREEK RANCH SECTION TWO. The subject plat will be recorded simultaneously with or after BONTERRA AT CROSS CREEK RANCH SECTION TWO. The blanks will be filled in accordingly.

Sincerely,


Trey DeVillier
Platting Tech

Enclosure: One (1) Copy of the Subject Plat

cc: D. Offord, City Secretary (+9 copies of the subject plat)
CJ Snipes, City Manager



August 12, 2016

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

Re: BONTERRA AT CROSS CREEK RANCH SECTION FIVE – FINAL PLAT SUBMISSION

Dear Ms. Offord:

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

Sincerely,


Trey DeMillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 71105
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility Availability/No Objection Correspondence (3)



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

August 11, 2016

File No.: 1690277CPL

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 4th day of August, 2016, the last Deed that we find, of record, reflects the record owner to be:

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

Legal Description:

DESCRIPTION OF A 12.27 ACRE TRACT OF LAND SITUATED
IN THE M. AUTREY SURVEY, ABSTRACT NO. 100
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING a 12.27 acre (534,655 square foot) tract of land situated in the M. Autrey Survey, Abstract No. 100, City of Fulshear, Fort Bend County, Texas and being a portion of a called 25.30 acre tract of land as described in a deed to CCR Loan Subsidiary 1, L.P. recorded under Fort Bend County Clerk's File Number (F.B..C.C.F. No.) 2014024650, said 12.27 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southeast corner of said 25.30 acre tract, same being the south corner of a called 1.023 acre fence easement as recorded under F.B.C.C.F. No. 2016081170;

THENCE, N 36°31'38" W, along and with the east line of said 25.30 acre tract, a distance of 1.96 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the **POINT OF BEGINNING** and the southeast corner of the herein described tract, same being the beginning of a non-tangent curve to the right, from which its center bears N 36°37'06" W, 1,750.00 feet;

THENCE, over and across said 25.30 acre tract the following courses and distances:

In a westerly direction, along said curve to the right, a distance of 1,073.78 feet, having a radius of 1,750.00 feet, a central angle of 35°09'22" and a chord which bears S 70°57'35" W, 1,057.02 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the southerly southwest corner of the herein described tract and the point of tangency;

S 88°32'16" W, a distance of 2.22 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southerly southwest corner of the herein described tract and said 25.30 acre tract, same being the beginning of a tangent curve to the right;

THENCE, along and with the west line of said 25.30 acre tract the following courses and distances:

In a northwesterly direction, along said curve to the right, a distance of 50.55 feet, having a radius of

35.00 feet, a central angle of $82^{\circ}44'59''$ and a chord which bears $N 50^{\circ}05'16'' W$, 46.27 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the westerly southwest corner of the herein described tract and said 25.30 acre tract, and being a point of reverse curvature to the left;

In a northerly direction, along said curve to the left, a distance of 142.53 feet, having a radius of 4,050.00 feet, a central angle of $02^{\circ}00'59''$ and a chord which bears $N 09^{\circ}43'16'' W$, 142.52 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 northerly direction, along said curve to the left, a distance of 58.39 feet, having a radius of 500.00 feet, a central angle of $06^{\circ}41'28''$ and a chord which bears $N 14^{\circ}04'29'' W$, 58.36 feet to a point for corner;

$N 17^{\circ}25'13'' W$, a distance of 125.50 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 northerly direction, along said curve to the right, a distance of 30.83 feet, having a radius of 500.00 feet, a central angle of $03^{\circ}31'58''$ and a chord which bears $N 15^{\circ}39'14'' W$, 30.82 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of reverse curvature to the left;

THENCE, In a northerly direction, along said curve to the left, a distance of 447.53 feet, having a radius of 2,535.00 feet, a central angle of $10^{\circ}06'54''$ and a chord which bears $N 18^{\circ}56'43'' W$, 446.95 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northwest corner of the herein described tract;

THENCE, over and across said 25.30 acre tract the following courses and distances:

$N 65^{\circ}59'49'' E$, a distance of 25.46 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

$S 58^{\circ}28'11'' E$, a distance of 14.23 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

$N 76^{\circ}53'00'' E$, a distance of 120.03 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the left, from which its center bears $N 76^{\circ}52'54'' E$, 330.00 feet;

In a southerly direction, along said curve to the left, a distance of 40.07 feet, having a radius of 330.00 feet, a central angle of $06^{\circ}57'27''$ and a chord which bears $S 16^{\circ}35'50'' E$, 40.05 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner of the herein described tract;

$N 69^{\circ}55'27'' E$, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner of the herein described tract, and the beginning of a non-tangent curve to the right, from which its center bears $N 69^{\circ}55'27'' E$, 270.00 feet;

$N 73^{\circ}32'34'' E$, a distance of 115.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

$N 32^{\circ}58'59'' E$, a distance of 15.19 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northwest corner of the herein described tract;

$S 17^{\circ}11'16'' E$, a distance of 48.71 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in an east line of the herein described tract;

$S 20^{\circ}04'28'' E$, a distance of 193.77 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in an east line of the herein described tract;

$S 15^{\circ}28'01'' E$, a distance of 77.27 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set point an angle point in an east line of the herein described tract;

S 16°50'46" E, a distance of 45.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in an east line of the herein described tract;

S 17°15'44" E, a distance of 44.99 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in an east line of the herein described tract;

S 28°52'26" E, a distance of 41.26 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point;

S 53°24'52" E, a distance of 81.69 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point;

S 86°02'50" E, a distance of 81.26 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in a north line of the herein described tract;

N 73°10'40" E, a distance of 43.43 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

N 67°11'41" E, a distance of 133.39 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

N 64°39'15" E, a distance of 88.77 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

N 60°56'05" E, a distance of 93.37 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

N 57°42'10" E, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner of the herein described tract;

N 32°17'50" W, a distance of 31.63 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an exterior corner of the herein described tract;

N 57°42'13" E, a distance of 119.99 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the north line of the herein described tract;

N 12°42'13" E, a distance of 14.15 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northeast corner of the herein described tract, lying on the east line of said 25.30 acre tract;

THENCE, along and with the east line of said 25.30 acre tract the following courses and distances:

S 32°17'47" E, a distance of 96.44 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in the east line of the herein described tract;

S 33°14'01" E, a distance of 55.01 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in the east line of the herein described tract;

S 34°14'41" E, a distance of 70.45 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in the east line of the herein described tract;

S 08°24'23" E, a distance of 96.47 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in the east line of the herein described tract;

S 36°31'38" E, a distance of 64.21 feet to the **POINT OF BEGINNING** and containing 12.27 acres (534,655 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096, 2009026093 and 2010127400 of the County Clerk Official Records of Fort Bend County, Texas.

2. Easements/Other Exceptions:

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

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

Storm Sewer Easement granted to Fort Bend County Municipal Utility District No. 169 as set forth and described in instrument recorded under Clerk's File No. 2015131331 of the Official Records of Fort Bend County, Texas.

Sanitary Sewer Easement granted to Fort Bend County Municipal Utility District No. 169 as set forth and described in instrument recorded under Clerk's File No. 2015131340 of the Official Records of Fort Bend County, Texas.

Fence Easement granted to Bonterra at Cross Creek Ranch Community Association, Inc., a Texas non-profit corporation, as set forth and described in instrument recorded under Clerk's File No. 2016081169 of the Official Records of Fort Bend County, Texas.

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

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

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

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

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

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

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

Partial Assignment And Assumption Of Founder's Rights dated effective as of April 12, 2012, by TRENDMAKER HOMES, INC., a Texas corporation as assignor to CCR TEXAS HOLDINGS LP, a Delaware limited partnership as assignee, and recorded under Clerk's File No. 2012038962 of the Official Records of

Fort Bend County, Texas, and relating to the "Assigned Founder's Rights" described in that Community Charter For Cross Creek Ranch recorded under Clerk's File No. 2008039552 of the Official Records of Fort Bend County, Texas.

Memorandum of Contract between CCR Texas Holdings LP, a Delaware limited partnership and CCR Loan Subsidiary 1, L.P., a Texas limited partnership and Taylor Morrison of Texas, Inc., a Texas corporation recorded under Clerk's File No. 2016029560 of the Official Records of Fort Bend County, Texas.

3. Liens/Misc:

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

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

Intercreditor Agreement dated June 2, 2016 and recorded under Clerk's File No. 2016059210 of the Official Records of Fort Bend County, Texas.

Construction Deed of Trust (with Assignment of Leases and Rents, Security Agreement Fixture Filing) dated June 2, 2016, recorded in/under Clerk's File No. 2016059211 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of U.S. Bank National Association d/b/a Housing Capital Company.

Collateral Assignment of Construction Documents, Design Contracts, Plans, Licenses, Building Lot Contracts and Permits recorded under Clerk's File No. 2016059212 of the Official Records of Fort Bend County, Texas.

Collateral Assignment of MUD Proceeds recorded under Clerk's File No. 2016059213 of the Official Records of Fort Bend County, Texas.

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

Subject properties are located in the Fort Bend County Municipal Utilities Districts No(s). 169, 170, 171, and 172.

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

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

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

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

Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. **You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.** This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Sincerely,
Stewart Title Company

A handwritten signature in cursive script, appearing to read "Nona Briscoe".

Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 12.27 acres of land out of the A.G. Sherpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as BONTERRA AT CROSS CREEK RANCH SECTION FIVE, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2016059210, 2016059211, 2016059212 and 2016059213 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of BONTERRA AT CROSS CREEK RANCH SECTION FIVE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____, _____ of U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

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

Notary Public in and for the State of Texas

My commission expires: _____

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



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

August 1, 2016

RE: Bonterra at Cross Creek Ranch Section Five

Dear Trey;

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

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

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

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

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

Sincerely,

Joseph Kubeczka - Associate Service Consultant
joseph.kubeczka@centerpointenergy.com
281-391-5156

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 Bonterra at Cross Creek Ranch Section 6 / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: nh DATE: 8-12-2016

Planning Commission Review

Approved
 Returned for additional data

BY: Adema DATE: 9-2-16

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

RECEIVED
 City of Fulshear
 AUG 12 2016
 City Secretary Office

Subdivision/Development Platting Application

Date: 08/12/2016 Date Received by the City of Fulshear: _____
 Subdivision: BONTERRA AT CROSS CREEK RANCH SECTION SIX Development: CROSS CREEK RANCH

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: 21.53 ACRESS OF LAND IN THE A.G. SHARPLESS SURVEY, A-322

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

Total Acreage: 21.53
 Number of Streets: 3
 Number of Lots: 41
 Number and Types of Reserves: 2 LANDSCAPE/OPEN SPACE
 Total Acres in Reserve: 10.69

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

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

| Platting Fees | |
|--|-------------------|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | \$1,243.25 |
| 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** 08/12/2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

August 2, 2016

Engineering Review

Final Plat
Bonterra at Cross Creek Ranch Section 6
City of Fulshear, Texas

For Information only:

1. This plat will create 41 lots in two (2) Blocks with two (2) Reserves that covers a total area of 21.53 acres.
2. The typical lot for this section are 60-foot by 130-foot with a 20-foot Front Building Line.
3. Access to this Section is provided by an extension of Winding Terrace Lane and Rising Moon Lane.
4. The streets in this section are shown to be private along with the storm sewer system.

Recommendations:

I recommend that this Final Plat of Bonterra at Cross Creek Ranch Section 6 be approved with the following additions/corrections:

- A) The Title Block of the Plat shows this tract to be located in the A. G. Sharpess Survey, Abstract 322 while the Metes & Bounds description said it is located in the M. Autrey Survey, Abstract 100. These need to be rectified.
- B) It appears that Reserve "B" should be Titled "Landscape/Open Space/Detention".





BROWN & GAY
ENGINEERS

August 31, 2016

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

Re: BONTERRA AT CROSS CREEK RANCH SECTION SIX – Response to Final Plat Comments

Dear Mr. Leyendecker:

Below is our itemized list of responses to the Engineering Review comments, dated August 31 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

A. The Title Block of the Plat shows this tract to be located in the A.G. Sharpless Survey, Abstract 322 while the Metes & Bounds description said it is located in the M. Autrey Survey, Abstract 100. These need to be rectified.

RESPONSE: The Metes & Bounds has been confirmed accurate and the Plat has been revised accordingly. See enclosure(s).

B. It appears that Reserve "B" should be Titled "Landscape/Open Space/Detention".

RESPONSE: Reserve "B" has been revised appropriately. See enclosure(s).

Sincerely,


Trey DeVillier
Platting/Tech

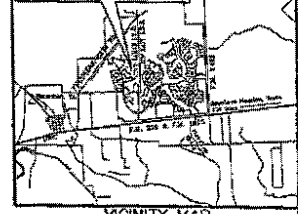
Enclosure: One (1) Copy of the Subject Plat

cc: D. Offord, City Secretary (+9 copies of the subject plat)
CJ Snipes, City Manager

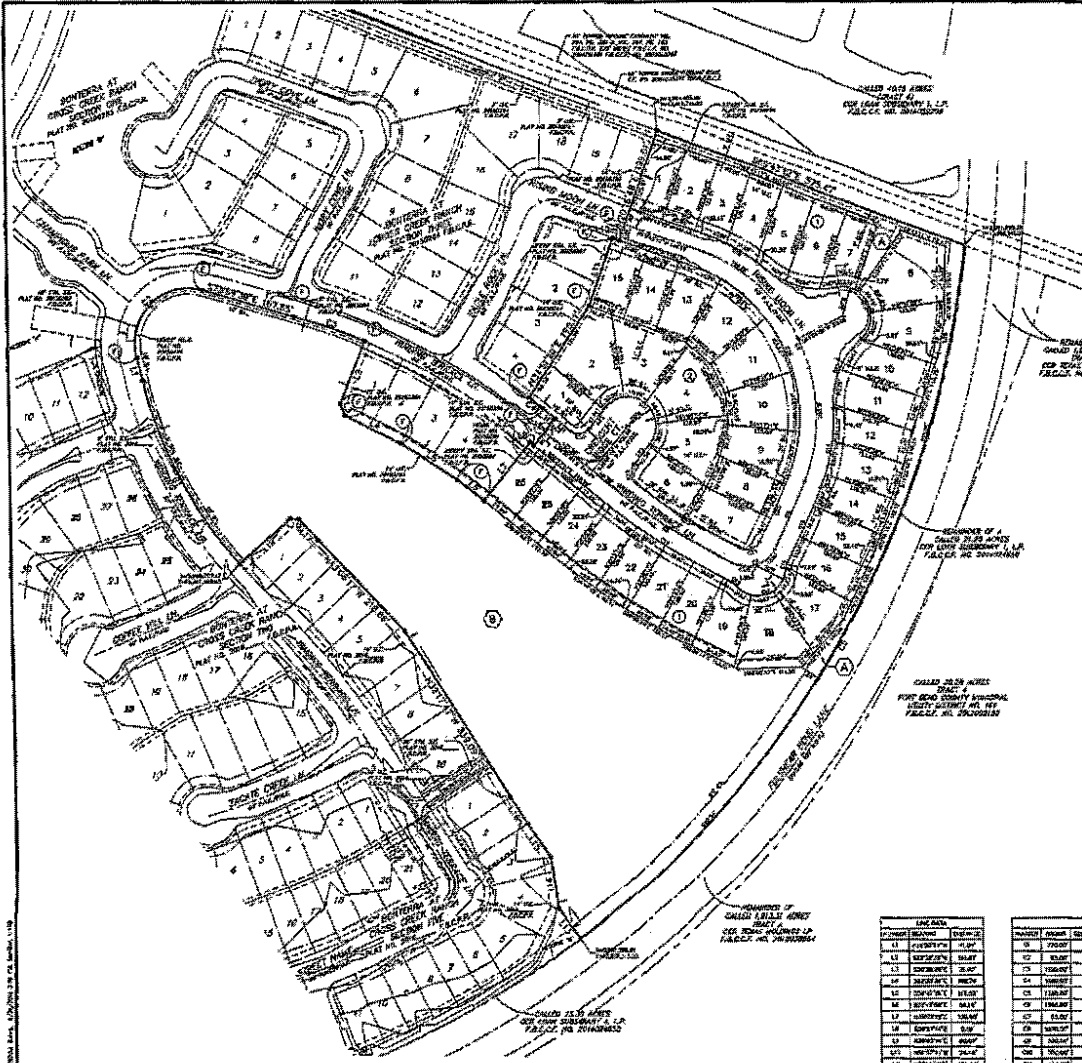
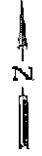
Serving. Leading. Solving.™

10777 Westheimer | Suite 400 | Houston, Texas 77072 | 281-558-8700

BONTERRA AT CROSS CREEK RANCH SECTION SIX



VICINITY MAP
N.T.S.



GENERAL NOTES

1. "W.C." indicates "Water Connection".
2. "M.C." indicates "Municipal Connection".
3. "H.L.C." indicates "Hot Water Connection".
4. "M.W.C." indicates "Water Meter Connection".
5. "H.H.C." indicates "Hot Water Hydrant Connection".
6. "S.H.C." indicates "Sanitary Sewer Connection".
7. "S.S.C." indicates "Storm Sewer Connection".
8. "D.C." indicates "Drainage Connection".
9. "A.C." indicates "Aerial Connection".
10. "F.O.C.S.P., No." indicates "Fort Worth County Clerk's File Number".
11. "F.D.C.P.N." indicates "Fort Bend County Clerk's File Number".
12. "F.S.C.D.N." indicates "Fort Bend County Clerk's File Number".
13. The coordinates shown herein are Texas South Central Zone No. 1301 State Plane Grid Coordinates (NAD83) and may be converted to coordinates of CROSS CREEK RANCH SECTION ONE.
14. Spotting elevations are based on the Texas State Plane Coordinate System, North Central Zone 1301, NAD83 and is referenced to GEODIN of CROSS CREEK RANCH SECTION ONE.
15. There are no platting encumbrances within the boundaries of the subject tract or upon the title records recorded per City Planning Section prepared by Stewart Title Company, File No. 180777920, and dated August 4, 2010.
16. The subject tract is in the Unincorporated Area of "Cross Creek Ranch" in the City of Fort Worth, Texas, and is located within the City of Fort Worth, Texas, and is located within the City of Fort Worth, Texas, and is located within the City of Fort Worth, Texas.
17. All 1/2-inch iron pipe (2" O.D.) of new stamped "Green & Day" or any other brand name unless otherwise noted.
18. All 1/2-inch iron pipe (2" O.D.) of new stamped "Green & Day" or any other brand name unless otherwise noted.
19. All 1/2-inch iron pipe (2" O.D.) of new stamped "Green & Day" or any other brand name unless otherwise noted.
20. All 1/2-inch iron pipe (2" O.D.) of new stamped "Green & Day" or any other brand name unless otherwise noted.
21. All of the property shown on this plat is within the incorporated boundaries of the City of Fort Worth, Texas.
22. This plan is subject to restrictions recorded under Fort Worth County Clerk's File No. 200000000, 200000000 and 200100000 all of the Official Number of Fort Worth County, Texas, as per City Planning Section prepared by Stewart Title Company, File No. 180777920, dated August 4, 2010.

OWNER DATA

| OWNER NAME | DATE | ACRES | REMARKS |
|----------------|----------|-------|---------|
| 11 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 12 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 13 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 14 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 15 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 16 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 17 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 18 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 19 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 20 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 21 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 22 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 23 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 24 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 25 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 26 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 27 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 28 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 29 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 30 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 31 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 32 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 33 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 34 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 35 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 36 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 37 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 38 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 39 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 40 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 41 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 42 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 43 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 44 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 45 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 46 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 47 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 48 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 49 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
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| 58 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 59 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 60 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 61 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 62 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 63 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 64 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |

OWNER DATA (Continued)

| OWNER NAME | DATE | ACRES | REMARKS |
|-----------------|----------|-------|---------|
| 65 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 66 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 67 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 68 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 69 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 70 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 71 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 72 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 73 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 74 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 75 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 76 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 77 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 78 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 79 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 80 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 81 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 82 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 83 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
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| 86 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 87 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 88 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
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| 91 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 92 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 93 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 94 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 95 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 96 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 97 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 98 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 99 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |
| 100 CROSS CREEK | 08/04/10 | 1.53 | PLATTED |

RESERVE TABLE

| RESERVE | ADDRESS/ SOURCE/ PURPOSE | REMARKS |
|---------|--------------------------|---------------------------------|
| A | 4.828 ACRES OF 200 AC. | RESERVED FOR FUTURE DEVELOPMENT |
| B | 10.00 ACRES OF 100 AC. | RESERVED FOR FUTURE DEVELOPMENT |

BONTERRA AT CROSS CREEK RANCH SECTION SIX

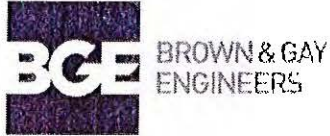
A SUBDIVISION OF 21.53 ACRES OF LAND LOCATED IN THE UNINCORPORATED AREA OF THE CITY OF FORT WORTH, TEXAS

DATE: 08/04/10 REC'D: 08/04/10 DATE: AUGUST 4, 2010

OWNER: CROSS CREEK RANCH, L.P. (A TEXAS LIMITED LIABILITY PARTNERSHIP)
 1000 CROSS CREEK ROAD, SUITE 100
 FORT WORTH, TEXAS 76104
 (817) 332-1110
 LARRY JOHNSON



STEWART TITLE COMPANY
 1000 CROSS CREEK ROAD, SUITE 100
 FORT WORTH, TEXAS 76104
 (817) 332-1110
 LARRY JOHNSON



August 12, 2016

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

Re: BONTERRA AT CROSS CREEK RANCH SECTION SIX – FINAL PLAT SUBMISSION

Dear Ms. Offord:

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

Sincerely,



Trey DeVillier
Platting Tech

Enclosures: *Plat Copies (10)*
 City Platting Application
 Platting Fee Check No. 71100
 City Planning Letter
 Lienholders Subordination Form (2)
 Utility Availability/No Objection Correspondence (3)

stewart title

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

August 11, 2016

File No.: 1690278CPL

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 4th day of August, 2016, the last Deed that we find, of record, reflects the record owner to be:

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

CCR Texas Holdings LP, a Delaware limited partnership by virtue of Deed recorded in/under Clerk's File No. 2012038960 and 2012038964 of the Official Records of Fort Bend County, Texas.

Legal Description:

DESCRIPTION OF A 21.53 ACRE TRACT OF LAND SITUATED
IN THE M. AUTREY SURVEY, ABSTRACT NO. 100
CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING a 21.53 acre (937,815 square foot) tract of land situated in the M. Autrey Survey, Abstract No. 100, City of Fulshear of Fort Bend County, Texas and being a portion of a called 21.20 acre tract and a called 25.30 acre tract of land both described in a deed to CCR Loan Subsidiary 1, L.P. recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2014024650, and a portion of a called 1,913.31 acre tract (Tract A) as described in a deed to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2012038964, said 21.53 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of BONTERRA AT CROSS CREEK RANCH SECTION THREE, a subdivision plat recorded under Plat No. 20150284 of the Fort Bend County Plat Records (F.B.C.P.R.), lying on the north line of said 21.20 acre tract, same being the south line of a called 25 feet wide pipeline easement to Enterprise Crude Pipeline LLC recorded under F.B.C.C.F. No. 2015004154;

THENCE, S 69°43'12" E, along and with the north line of said 21.20 acre tract, a distance of 575.47 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northeast corner of the herein described tract and the beginning of a non-tangent curve to the right, from which its center bears N 83°13'39" W, 1,750.00 feet;

THENCE, in a southwesterly direction, over and across said 21.20 acre tract and said 1,913.31 acre tract, and along said curve to the right, a distance of 1,423.60 feet, having a radius of 1,750.00 feet, a central angle of 46°36'33" and a chord which bears S 30°04'37" W, 1,384.67 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the south corner of the herein described tract;

THENCE, along and with the northeasterly line of said 25.30 acre tract the following courses and distances:

N 36°31'38" W, a distance of 64.21 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the southwest line of the herein described tract;

N 08°24'23" W, a distance of 96.47 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the southwest line of the herein described tract;

N 34°14'41" W, a distance of 70.45 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the southwest line of the herein described tract;

N 33°14'01" W, a distance of 55.01 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the southwest line of the herein described tract;

N 32°17'47" W, a distance of 339.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the southwest line of the herein described tract;

N 43°06'17" W, a distance of 218.86 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an angle point in the southwest line of the herein described tract;

N 42°12'16" W, a distance of 49.97 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner of the herein described tract;

THENCE, over and across said 25.30 acre tract the following courses and distances:

N 86°35'50" W, a distance of 14.29 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner of the herein described tract;

S 49°00'36" W, a distance of 120.50 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an exterior corner of the herein described tract and the beginning of a non-tangent curve to the right, from which its center bears N 49°00'34" E, 770.00 feet;

THENCE, In a northwesterly direction, partially over and across said 25.30 acre tract and along and with the east line of said 25.30 acre tract, and along said curve to the right, at a distance of 19.75 feet passing an interior corner of said 25.30 acre tract, and continuing for a total distance of 361.97 feet, having a radius of 770.00 feet, a central angle of 26°56'02" and a chord which bears N 27°31'25" W, 358.64 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the point of tangency;

THENCE, N 14°03'24" W, continuing along and with said east line, a distance of 41.04 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of said 25.30 acre tract and the beginning of a tangent curve to the right;

THENCE, In a northeasterly direction, partially over and across said 1,913.31 acre tract and partially along and with a south line of said BONTERRAAT CROSS CREEK RANCH SECTION THREE, and along said curve to the right, at a distance of 53.38 feet passing a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the westerly southeast terminus of Winding Terrace Lane (60 feet wide) as shown on said BONTERRAAT CROSS CREEK RANCH SECTION THREE, and continuing for a total distance of 199.07 feet, having a radius of 95.00 feet, a central angle of 120°03'45" and a chord which bears N 45°58'28" E, 164.60 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the point of tangency;

THENCE, along and with the southerly and easterly lines of said BONTERRAAT CROSS CREEK RANCH SECTION THREE the following courses and distances:

S 73°59'39" E, a distance of 167.55 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 an easterly direction, along said curve to the right, a distance of 129.76 feet, having a radius of 1,120.00 feet, a central angle of 06°38'17" and a chord which bears S 70°40'30" E, 129.69 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the north corner of Lot 1, Block 4 of said BONTERRAAT CROSS CREEK RANCH SECTION THREE;

S 22°38'39" W, a distance of 114.61 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay"

found for the northerly southwest corner of said Block 4;

S 20°28'28" E, a distance of 21.90 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southerly southwest corner of said Block 4;

S 63°35'34" E, a distance of 108.76 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the common south corner of Lots 2 and 3 of said Block 4;

S 56°47'15" E, a distance of 117.52 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the common south corner of Lots 4 and 5 of said Block 4;

S 51°49'08" E, a distance of 59.16 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the south corner of said Block 4;

N 39°02'19" E, a distance of 130.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the east corner of said Block 4, lying on the south right-of-way line of said Winding Terrace Lane;

S 50°57'41" E, along said south right-of-way line, a distance of 9.18 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southeast terminus of said Winding Terrace Lane;

N 39°02'19" E, a distance of 60.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northerly southeast terminus of said Winding Terrace Lane;

N 50°57'41" W, along and with the north right-of-way line of said Winding Terrace Lane, a distance of 26.48 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 31.36 feet, having a radius of 1,180.00 feet, a central angle of 01°31'21" and a chord which bears N 51°43'22" W, 31.36 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the south corner of Lot 4, Block 3 of said BONTERRAAT CROSS CREEK RANCH SECTION THREE;

N 34°51'20" E, a distance of 190.11 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an angle point in a west line of the herein described tract;

N 20°16'48" E, a distance of 125.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of Lot 1 of said Block 3, lying on the south right-of-way line of Rising Moon Lane (60 feet wide) as shown on said BONTERRAAT CROSS CREEK RANCH SECTION THREE;

S 69°43'12" E, along and with said south right-of-way line, a distance of 12.10 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southeast terminus of said Rising Moon Lane;

N 20°16'48" E, a distance of 199.01 feet to the **POINT OF BEGINNING** and containing 21.53 acres (937,815 square feet) of land.

Subject to the following:

1. Restrictions:

Restrictive Covenants as set forth under Clerk's File No. 2005003096, 2009026093 and 2010127400 of the County Clerk Official Records of Fort Bend County, Texas.

2. Easements/Other Exceptions:

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

2005003095, as amended by instrument(s) recorded under Clerk's File No. 2006069769 and 2008070479 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File Nos. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

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

Building lines and utility easements as set forth by Plat recorded under Plat No. 20150284 of the Plat Records of Fort Bend County, Texas.

Permanent Easement Agreement dated December 19, 2014 by and between CCR Texas Holdings LP, a Delaware limited partnership and Enterprise Crude Pipeline LLC, a Texas limited liability company as set forth and described in instrument recorded under Clerk's File No. 2015004154 of the Official Records of Fort Bend County, Texas.

Gas Facilities Easement granted to SI Energy, LP, a Texas limited partnership and recorded under Clerk's File No. 2016001248 of the Official Records of Fort Bend County, Texas.

Electric Easement granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016013358 of the Official Records of Fort Bend County, Texas.

Electric Easement granted to CenterPoint Energy Houston Electric, LLC, as set forth and described in instrument recorded under Clerk's File No. 2016019066 of the Official Records of Fort Bend County, Texas.

Fence Easement granted to Bonterra at Cross Creek Ranch Community Association, Inc., a Texas non-profit corporation, as set forth and described in instrument recorded under Clerk's File No. 2016081169 of the Official Records of Fort Bend County, Texas.

Fence Easement granted to Bonterra at Cross Creek Ranch Community Association, Inc., a Texas non-profit corporation, as set forth and described in instrument recorded under Clerk's File No. 2016081170 of the Official Records of Fort Bend County, Texas.

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

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

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

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

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

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

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

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

Memorandum of Contract between CCR Texas Holdings LP, a Delaware limited partnership and CCR Loan Subsidiary 1, L.P., a Texas limited partnership and Taylor Morrison of Texas, Inc., a Texas corporation recorded under Clerk's File No. 2016029560 of the Official Records of Fort Bend County, Texas.

3. Liens/Misc:

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

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

Intercreditor Agreement dated June 2, 2016 and recorded under Clerk's File No. 2016059210 of the Official Records of Fort Bend County, Texas.

Construction Deed of Trust (with Assignment of Leases and Rents, Security Agreement Fixture Filing) dated June 2, 2016, recorded in/under Clerk's File No. 2016059211 of the Official Records of Fort Bend County, Texas, executed by CCR Loan Subsidiary 1, L.P., a Texas limited partnership, securing the payment of one note in the principal amount of \$25,000,000.00, bearing interest and payable as therein provided to the order of U.S. Bank National Association d/b/a Housing Capital Company.

Collateral Assignment of Construction Documents, Design Contracts, Plans, Licenses, Building Lot Contracts and Permits recorded under Clerk's File No. 2016059212 of the Official Records of Fort Bend County, Texas.

Collateral Assignment of MUD Proceeds recorded under Clerk's File No. 2016059213 of the Official Records of Fort Bend County, Texas.

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

Subject properties are located in the Fort Bend County Municipal Utilities Districts No(s). 169, 170, 171, and 172.


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

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

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

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

Sincerely,
Stewart Title Company

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

Anthony DeBorde/Nona Briscoe
Commercial Title Examiner

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS HOLDINGS LP, a Delaware limited partnership, has platted that certain 21.53 acres of land out of the A.G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as BONTERRA AT CROSS CREEK RANCH SECTION SIX, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, CCR TEXAS AGENT INC., an Ontario corporation in its capacity as agent for the lenders, is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2012038977, 2012054544, and 2016059210 of the Real Property Records of Fort Bend County, Texas, and, in its capacity as the agent, is the agent for the holders of promissory notes secured by said lien, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of BONTERRA AT CROSS CREEK RANCH SECTION SIX.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR TEXAS HOLDINGS LP, a Delaware limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of BONTERRA AT CROSS CREEK RANCH SECTION SIX and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of BONTERRA AT CROSS CREEK RANCH SECTION SIX 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

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR LOAN SUBSIDIARY 1, L.P., a Texas limited partnership, has platted that certain 21.53 acres of land out of the A.G. Sherpleess Survey, Abstract 322, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as BONTERRA AT CROSS CREEK RANCH SECTION SIX, recorded at Plat Number _____ in the Plat Records of the Office Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File No. 2016059210, 2016059211, 2016059212 and 2016059213 of the Real Property Records of Fort Bend County, Texas, and, desires to subordinate said lien to the dedication of all streets, rights-of-way, and easements as well as all other terms and conditions referred to on the plat of BONTERRA AT CROSS CREEK RANCH SECTION SIX.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____, _____ of U.S. BANK NATIONAL ASSOCIATION, D/B/A Houston Capital Company, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

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

Notary Public in and for the State of Texas

My commission expires: _____

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



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

August 1, 2016

RE: Bonterra at Cross Creek Ranch Section Six

Dear Trey;

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

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

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

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

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

Sincerely,

Joseph Kubeczka - Associate Service Consultant
joseph.kubeczka@centerpointenergy.com
281-391-5156



July 29, 2016

Mr. Trey DeVillier
Platting Technician
Brown and Gay Engineers, Inc.
10777 Westheimer
Houston, Texas 77042

Re: Request for Comcast service availability for Bonterra at Cross Creek Ranch
Sections Five and Six.

To Whom It May Concern,

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has facilities or can build facilities to Bonterra at Cross Creek Ranch Sections Five and Six as of July 29, 2016, to serve the project, with Comcast Cable if the project is a "Joint Trench" development with the Center Point Energy partners or if built as a "Non-Joint Trench", if cost is within our payback model. If pay back model is not meet then customer contribution may be required to complete construction.

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

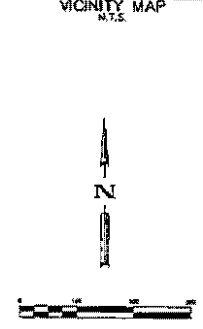
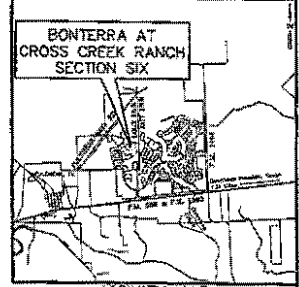
Sincerely,

A handwritten signature in black ink, appearing to read "Chris Grey", written in a cursive style.

Chris Grey
Construction Supervisor, Design and Serviceability



- CENTRAL ROWS**
1. "U.E." indicates "Utility Easement".
 2. "B.L." indicates "Building Line".
 3. "M.L.E." indicates "Master Line Easement".
 4. "M.H.E." indicates "Master Home Easement".
 5. "T.H.E." indicates "Tie Home Easement".
 6. "M.H.S.E." indicates "Master Home Sewer Easement".
 7. "M.H.S.E." indicates "Master Sewer Easement".
 8. "D.S." indicates "Driveway Easement".
 9. "A.E." indicates "Aerial Easement".
 10. "F.B.C.C.P. No." indicates "Fort Bend County Clerk's File Number".
 11. "F.B.C.C.P. No." indicates "Fort Bend County Clerk's File Number".
 12. "F.B.C.C.P. No." indicates "Fort Bend County Clerk's File Number".
 13. The coordinates shown herein are Texas State Control Zone No. 4224 State Plane Grid Coordinates (NAD83) and may be brought to surface by multiplying by the following constant equal 1.0001462.
 14. Easement boundaries to be used on the Texas State Plane Coordinate System, South Central Zone 4224, NAD-83 and is referenced to BONTERRA AT CROSS CREEK RANCH SECTION SIX.
 15. There are no pipeline easements within the boundaries of the subject tract and based on the 2011 subdivision recorded as City Planning Letter Agreement by Stevens Title Company, File No. 180022002, and dated August 4, 2010.
 16. The property lies in the Unincorporated Zone "U" (as determined by the number the 2002 zone) (as determined by the 2002 insurance zone map for Fort Bend County, Texas and incorporated areas, map number 4013301000, Revised April 2, 2010).
 17. Set 1/2-inch from Pipe (24" O.D.) of any unexcavated "Storm in City" or all other sanitary sewers unless otherwise noted.
 18. Set 1/2-inch from Pipe (24" O.D.) of any unexcavated "Storm in City" or all other sanitary sewers unless otherwise noted.
 19. All lots are subject to a five (5) foot side set building line on each side except corner lots which have a five (5) foot side set building line on the corner lot line and a five (5) foot building line on the street side.
 20. All lots in feet Utility Easements shown extend 7 feet on each side of a center lot line unless otherwise indicated.
 21. All of the property shall be used for the purposes set in within the incorporated boundaries of the City of Fort Worth, Texas.
 22. This plan is subject to restrictions recorded under Fort Bend County Clerk's File No. 180022002, 180022003 and 180022004 all of the Official Records of Fort Bend County, Texas on the City Planning Letter Agreement by Stevens Title Company, File No. 180022002, dated August 4, 2010.



BONTERRA AT CROSS CREEK RANCH SECTION SIX

A SUBDIVISION OF 21.53 ACRES OF LAND
LOCATED IN THE A.C. SHARPLESS RANCH,
A-322 CITY OF FORT WORTH,
FORT BEND COUNTY, TEXAS

LOT: 44 RESERVE: 2 BLOCK: 2

SCALE: 1"=40'
DATE: AUGUST, 2016
SUBD: CROSS CREEK RANCH SECTION SIX, L.P.
BY: JERRY F. QUINN & ASSOCIATES, P.C.
2500 CROSS CREEK BLVD., #1-100
FORT WORTH, TEXAS 76104
(817) 576-8200
(817) 576-8200
LARRY JOHNSON KATHYAN STRONG



CROSS CREEK RANCH
Brown & Day Development, Inc.
10777 Westheimer, Suite 400, Houston, TX 77040
Tel: 281-400-8888 www.brownandday.com
Yelp: 3 Instagram: M.A.1844
1700 S. Loop West Shopping Plan No. 50105400
HOUSTON, TEXAS

| RESERVE TABLE | | |
|---------------|-------------------------|------------------------|
| RESERVE | AREA, AC. / TOTAL AC. | RESTRICTION |
| (A) | 0.4326 AC. / 01.532 AC. | LANDSCAPE / OPEN SPACE |
| (B) | 0.30 AC. / 04.031 AC. | LANDSCAPE / OPEN SPACE |

| METERS | | FEET | |
|--------|-------------|--------|-------------|
| NUMBER | DESCRIPTION | NUMBER | DESCRIPTION |
| 01 | 0.0000 | 0.00 | 0.00 |
| 02 | 0.0000 | 0.00 | 0.00 |
| 03 | 0.0000 | 0.00 | 0.00 |
| 04 | 0.0000 | 0.00 | 0.00 |
| 05 | 0.0000 | 0.00 | 0.00 |
| 06 | 0.0000 | 0.00 | 0.00 |
| 07 | 0.0000 | 0.00 | 0.00 |
| 08 | 0.0000 | 0.00 | 0.00 |
| 09 | 0.0000 | 0.00 | 0.00 |
| 10 | 0.0000 | 0.00 | 0.00 |
| 11 | 0.0000 | 0.00 | 0.00 |
| 12 | 0.0000 | 0.00 | 0.00 |
| 13 | 0.0000 | 0.00 | 0.00 |
| 14 | 0.0000 | 0.00 | 0.00 |
| 15 | 0.0000 | 0.00 | 0.00 |
| 16 | 0.0000 | 0.00 | 0.00 |
| 17 | 0.0000 | 0.00 | 0.00 |
| 18 | 0.0000 | 0.00 | 0.00 |
| 19 | 0.0000 | 0.00 | 0.00 |
| 20 | 0.0000 | 0.00 | 0.00 |
| 21 | 0.0000 | 0.00 | 0.00 |
| 22 | 0.0000 | 0.00 | 0.00 |
| 23 | 0.0000 | 0.00 | 0.00 |
| 24 | 0.0000 | 0.00 | 0.00 |
| 25 | 0.0000 | 0.00 | 0.00 |
| 26 | 0.0000 | 0.00 | 0.00 |
| 27 | 0.0000 | 0.00 | 0.00 |
| 28 | 0.0000 | 0.00 | 0.00 |
| 29 | 0.0000 | 0.00 | 0.00 |
| 30 | 0.0000 | 0.00 | 0.00 |
| 31 | 0.0000 | 0.00 | 0.00 |
| 32 | 0.0000 | 0.00 | 0.00 |
| 33 | 0.0000 | 0.00 | 0.00 |
| 34 | 0.0000 | 0.00 | 0.00 |
| 35 | 0.0000 | 0.00 | 0.00 |
| 36 | 0.0000 | 0.00 | 0.00 |
| 37 | 0.0000 | 0.00 | 0.00 |
| 38 | 0.0000 | 0.00 | 0.00 |
| 39 | 0.0000 | 0.00 | 0.00 |
| 40 | 0.0000 | 0.00 | 0.00 |
| 41 | 0.0000 | 0.00 | 0.00 |
| 42 | 0.0000 | 0.00 | 0.00 |
| 43 | 0.0000 | 0.00 | 0.00 |
| 44 | 0.0000 | 0.00 | 0.00 |

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 The Market at Cross Creek Ranch (2nd Review) / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Processed
 Returned for additional data

BY: nk DATE: 8-25-16

Planning Commission Review

Approved
 Returned for additional data

BY: [Signature] DATE: 9-2-16

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: 08/19/2016 Date Received by the City of Fulshear: _____
 Subdivision: THE MARKET AT CROSS CREEK RANCH 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: 29.61 Acres of land located in the J.W. Scott Survey, A-321

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

Total Acreage: 29.61
 Number of Streets: n/a
 Number of Lots: 0
 Number and Types of Reserves: 9 - Unrestricted
 Total Acres in Reserve: 29.61

Owner: HEB Grocery Company, L.P. & The Market at CCR LTD.
 Address: 646 South Flores Street & 5850 San Filipe St., Ste. 490
 City/State: San Antonio, TX 78204 Houston, TX 77057
 Telephone: 713-960-9977 713-782-9000
 Email Address: _____

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

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

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

 TREY DEVILLIER 08/19/2016
 SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

August 31, 2016

Engineering Review

Second Revised Final Plat
The Market at Cross Creek Ranch
City of Fulshear, Texas

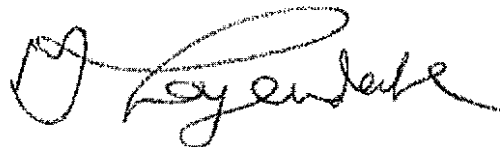
For Information only:

1. This plat will create five (5) reserves in one (1) Block that covers a total area of 20.61 acres.
2. All of the Reserves are titled "Unrestricted" and their sizes range from 0.9432 acres up to 13.80 acres.
3. All of the reserves have direct access to F.M. 1463 and/or Fulshear Bend Drive.

Recommendations:

I recommend that this Second Revised Final Plat of The Market at Cross Creek Ranch be approved when the following items have been addressed:

- A) From the City Planning Letter it appears that The Market at CCR, LTD owns Reserve "A" (1.721 acres) and HEB Grocery Company L.P. owns all of the rest of the Reserves. This needs to be reflected in the Owner's Dedication language.
- B) It appears that there is a lien on Reserve "A" according to the City Planning Letter. A Lien Holder's Subordination is required for this lien





BROWN & GAY
ENGINEERS

August 31, 2016

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

Re: THE MARKET AT CROSS CREEK RANCH – Response to Final Plat Comments

Dear Mr. Leyendecker:

Below is our itemized list of responses to the Engineering Review comments, dated August 31 2016, regarding the above referenced plat. If you have any questions, or require any additional information, please do not hesitate to call.

A. From the City Planning Letter it appears that The Market at CCR, LTD. Owns Reserve "A" (1.721 acres) and HEB Grocery Company L.P. owns all of the rest of the Reserves. This needs to be reflected in the Owners Dedication Language.

RESPONSE: The Owners Dedication does include both owners as per the City Planning Letter. Additionally, General Notes 21 and 22 detail ownership of each reserve within the plat boundary.

B. It appears that there is a lien on Reserve "A" according to the City Planning Letter. A Lien Subordination is required for the lien.

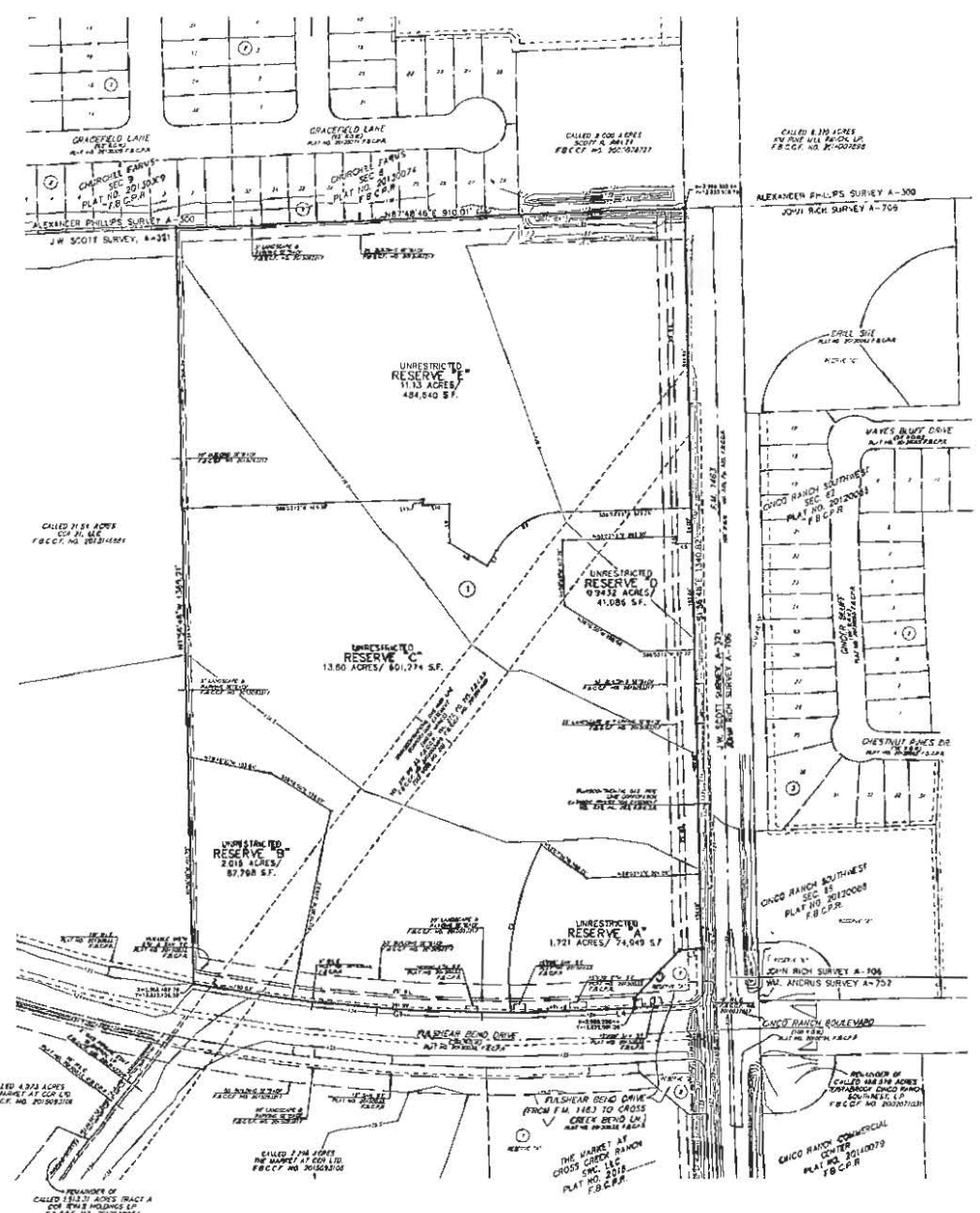
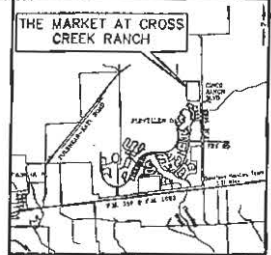
RESPONSE: Per the current City Planning Letter, dated August 26, 2016, attached herein, there are no liens on the property.

Sincerely,

Trey DeVillier
Platting Tech

*Enclosure: 1) City Planning Letter, File No. HT075945, Dated August 26, 2016
2) One (1) Copy of the Subject Plat*

cc: D. Offord, City Secretary (+9 copies of the subject plat)
Michelle Killebrew, Building Official
CJ Snipes, City Manager



LINE DATA

| NUMBER | GRADE | HEIGHT | DATE | BY WHOM |
|--------|----------|--------|----------|------------|
| 1 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 2 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 3 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 4 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 5 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 6 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 7 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 8 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 9 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 10 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |

GRAND DATA

| NUMBER | GRADE | HEIGHT | DATE | BY WHOM |
|--------|----------|--------|----------|------------|
| 1 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 2 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 3 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 4 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |
| 5 | CONCRETE | 4.00 | 11/20/03 | J.W. SCOTT |

DESCRIPTION OF A 29.61 ACRES TRACT OF LAND SITUATED IN THE J.W. SCOTT SURVEY, ABSTRACT NO. 321, CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS.

BEING a 29.61 acre tract of land situated in the J.W. Scott Survey, Abstract No. 321, City of Fulshear, Fort Bend County, Texas, more or less being all of the following 27.99 acre tract of land described in an instrument in the Public Record, to-wit: a 27.99 acre tract of land described in an instrument in the Public Record of the County of Fort Bend, Texas, recorded under P.O.C.C.F. No. 20150033, lying on the west right-of-way line of F.W. 149 (100 feet wide) and on the east line of Block 18 of the said Survey, more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pin set in the common northeast corner of the herein described tract and said 27.99 acre tract, same also being the southwest corner of a 2.00 acre tract of land as described in an instrument in the Public Record, recorded under P.O.C.C.F. No. 20150033, lying on the west right-of-way line of F.W. 149 (100 feet wide) and on the east line of Block 18 of the said Survey, more particularly described by metes and bounds as follows:

THENCE S 01° 58' 45" W, a distance of 1,306.00 feet along a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the common southwest corner of said 21 acre tract and said 1.721 acre tract, continuing along a total distance of 1,306.00 feet along a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the common southwest corner of said 21 acre tract and said 1.721 acre tract to a 1/2-inch iron pin set in the common northeast corner of the herein described tract and said 1.721 acre tract, same being the northeast corner of Reserve "A" of the herein described tract (FROM F.W. 149 TO CROSS CREEK BEND DRIVE) a subdivision per plat recorded under Plat No. 20150033 of the Fort Bend County Plat Records (P.O.C.C.F. No. 20150033);

THENCE, along the east line of said 1.721 acre tract, same being the west 1/2 of said Reserve "A" the following courses and distances:

S 81° 50' 33" W, a distance of 48.00 feet to a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for a common interior corner of the herein described tract and said 1.721 acre tract, same being the east westerly northeast corner of said Reserve "A";

S 42° 30' 42" W, a distance of 118.70 feet to a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the common interior corner of the herein described tract and said 1.721 acre tract, same being the east westerly northeast corner of said Reserve "A";

S 90° 28' 30" W, a distance of 10.00 feet to a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the common southwest corner of the herein described tract and said 1.721 acre tract, same being the southwest corner of said Reserve "A", lying on the north right-of-way line of Fulshear Bend Drive (100 feet wide) and said FULSHEAR BEND DRIVE (FROM F.W. 149 TO CROSS CREEK BEND DRIVE);

THENCE, along and with the north right-of-way line of said Fulshear Bend Drive, same being the north line of said 1.721 acre tract, and the north line of the following courses and distances:

S 68° 31' 33" W, a distance of 18.00 feet to a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the beginning of a 1.0000 acre tract to the (P.O.C.);

In a westerly direction, along the east line of said Reserve "A" to a distance of 171.45 feet generally westerly along the common boundary between Reserve "A" and Reserve "B" (to-wit: a 1.0000 acre tract of land described in an instrument in the Public Record, recorded under P.O.C.C.F. No. 20150033, lying on the west right-of-way line of F.W. 149 (100 feet wide) and on the east line of Block 18 of the said Survey, more particularly described by metes and bounds as follows: a 1.0000 acre tract, a central angle of 92° 28' 24" and a chord which bears S 65° 15' 30" W, a distance of 171.45 feet to a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the southeast corner of the herein described tract and said 1.0000 acre tract as described in an instrument in the Public Record, recorded under Plat No. 20150033 of the Fort Bend County Plat Records (P.O.C.C.F. No. 20150033);

THENCE, N 01° 58' 45" W, a distance of 1,306.00 feet along and with the easterly line of said 27.99 acre tract, same being the west line of said 27.99 acre tract to a 1/2-inch iron pipe with cap stopper "Brown & Guy" found for the northeast corner of the herein described tract and said 27.99 acre tract, lying on the north line of CHARLOTTE PARKWAY SEC. 9, a subdivision per plat recorded under Plat No. 20150033 of the Fort Bend County Plat Records (P.O.C.C.F. No. 20150033);

THENCE, N 01° 58' 45" W, a distance of 984.00 feet along and with the north line of said 27.99 acre tract, same being the north line of said CHARLOTTE PARKWAY SEC. 9, the south line of CHARLOTTE PARKWAY SEC. 9, a subdivision per plat recorded under Plat No. 20150033 of the Fort Bend County Plat Records (P.O.C.C.F. No. 20150033), lying on the north line of said 27.99 acre tract to the POINT OF BEGINNING and containing 28.99 acres of land.

Bearing or orientation is based on the Texas Coordinate System, South Central Zone 4201 (NAD83) and is referenced to a called 27.99 acre tract and a called 1.721 acre tract.

THE MARKET AT CROSS CREEK RANCH

A SUBDIVISION OF 29.61 ACRES OF LAND LOCATED IN THE J.W. SCOTT SURVEY, ABSTRACT 321, FORT BEND COUNTY, TEXAS

10.50 BLOKS 1

SCALE: 1"=100'

DATE: AUGUST, 2016

DRAWN BY: HSI GROUP COMPANY, LP
400 SOUTH FLORES STREET
SUN ANTOUR, TX 78002
(512) 536-4300
TODD A. PLANO

OWNER: THE MARKET AT CROSS CREEK RANCH, L.P.
5300 BARK PLANE ST., SUITE 400
HOUSTON, TX 77057
(713) 362-8000
MARK WARD

LAND PLANNER: BKS & ASSOCIATES, INC.
15771 WOODCREST, SUITE 410, HOUSTON, TX 77042
MARK WARD
(281) 515-1000
JUAN SERRA

OWNER: BROWN & GAY ENGINEERS, INC.
10777 WOODCREST, SUITE 410, HOUSTON, TX 77042
Tel: 281-558-8700 • www.browngay.com
1896 PROVISIONS NO. 1048
TDR'S Licensed Surveying Firm No. 100585-02
E. MENTON SCHWARTZ

BGE

Page 1 of 2



August 19, 2016

City of Fulshear
C/o Diana Offord – City Secretary
PO BOX 279 / 30603 FM 1093
Fulshear, TX 77441

Re: THE MARKET AT CROSS CREEK RANCH – Final Plat Application

Dear Ms. Offord:

Enclosed is the City of Fulshear **Subdivision/Development Platting Application** form and additional enclosures listed below, submitted by Brown & Gay Engineers, Inc. on behalf of HEB GROCERY COMPANY, L.P. and THE MARKET AT CCR LTD., the owner(s).

The subject plat is being submitted for 2nd Review/Final Plat for the following reason(s);

- The interior reserves have changed.
- Note: Boundary acreage has not changed

Please contact me if you have any questions or if any additional information is required.

Sincerely,



Trey DeVillier
Platting Tech

Enclosures: Platting application
 Platting Fee check (# 71225)
 Ten (10) copies of plat
 CPL / Title report
 Utility release/no objection letters
 Lien Subordination
 CD (data files)



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

File No.: HT075945

DATE: August 17, 2016

CITY OFFULSHEAR

ATTN: CITY PLANNING COMMISSION

GENTLEMEN:

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

TRACT I:

BEING a 27.89 acre tract of land situated in the J.W. Scott Survey, Abstract No. 321 of Fort Bend County, Texas and being a portion of a called 1,913.31 acre tract of land described as Tract A in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2012038964, all of a called 0.2715 acre tract of land described as Director Lot 1 in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2013020125, all of a called 0.1827 acre tract of land described as Director Lot 2 in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2013020124, all of a called 0.1834 acre tract of land described as Director Lot 3 in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2013020123, all of a called 0.1841 acre tract of land described as Director Lot 4 in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2013020122, and all of a called 0.1848 acre tract of land described as Director Lot 5 in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2013020121, said 27.89 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the northeast corner of the herein described tract, same being the most easterly northeast corner of said Tract A, same also being the southeast corner of a called 2.000 acre tract of land as described in an instrument to Scott R. Pratt recorded under F.B.C.C.F. No. 2002078777, lying on the west right-of-way line of F.M. 1463 (100 feet wide) as recorded under Volume 275, Page 525 of the Fort Bend County Deed Records;

THENCE, S 01°56'48" E, a distance of 1,206.64 feet along and with the west right-of-way line of said F.M. 1463, same partly being the east line of said Tract A and the east line of said Director Lot 1 to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most easterly southeast corner of the herein described tract;

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

S 88°03'12" W, a distance of 201.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for corner;

N 53°07'54" W, a distance of 102.25 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 63°38'21" E, 542.07 feet;

In a southerly direction, along and with the arc of said curve to the left, a distance of 314.43 feet, having a radius of 542.07 feet, a central angle of 33° 14' 05" and a chord which bears S 09° 44' 37" W, 310.04 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most southerly southeast corner of the herein described tract, lying on the north right-of-way line of Fulshear Bend Drive (100 feet wide) as recorded under Plat No. 20150033 of the F.B.C.P.R. and being the beginning of a non-tangent curve to the right from which its center bears N 00° 08' 39" W, 2,950.00 feet;

THENCE, In a Westerly direction, along and with said north right-of-way line and the arc of said curve to the right, a distance of 572.02 feet, having a radius of 2950.00 feet, a central angle of 11°06'36" and a chord which bears N 84°35'22" W, 571.12 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the southwest corner of the herein described tract, same being the southeast corner of a called 21.54 acre tract of land described in an instrument to CCR21, LLC recorded under F.B.C.C.F. No. 2013146884;

THENCE, N 01°56'48" W, a distance of 1,369.21 feet along and with the east line of said 21.54 acre tract to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of the herein described tract, same being the northeast corner of said 21.54 acre tract, lying on the south line of CHURCHILL FARMS SEC 9, a subdivision per plat recorded under Plat No. 20130309 of the Fort Bend County Plat Records (F.B.C.P.R.);

THENCE, N 87° 48' 46" E, a distance of 910.01 feet along and with a north line of said Tract A, same partly being the south line of said CHURCHILL FARMS SEC 9, the south line of CHURCHILL FARMS SEC 8, a subdivision per plat recorded under Plat No. 20130074 of the F.B.C.P.R. and the south line of said 2.000 acre tract to the **POINT OF BEGINNING** and containing 27.89 acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area

or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

TRACT II:

BEING a 1.721 acre (74,949 square foot) tract of land situated in the J.W. Scott Survey, Abstract No. 321 of Fort Bend County, Texas and being a portion of a called 1,913.31 acre tract of land described as Tract "A" in an instrument to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2012038964, said 1.721 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northeast corner of CREEK BEND AT CROSS CREEK RANCH SECTION TEN, a subdivision per plat recorded under Plat No. 20120149 of the Fort Bend County Plat Records (F.B.C.P.R.), lying on the west right-of-way line of F.M. 1463 (100 feet wide) as recorded under Volume 275, Page 525 of the Fort Bend County Deed Records (F.B.C.D.R.), same being the most easterly line of said Tract "A", said corner being located S 67° 41' 25" E, 1,274.22 feet from a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the northwest corner of said CREEK BEND AT CROSS CREEK RANCH SECTION TEN, same being the east corner of CREEK BEND AT CROSS CREEK RANCH SECTION TWELVE, a subdivision per plat recorded under Plat No. 20130245 of the F.B.C.P.R., same also being the south corner of a called 0.1757 acre tract of land described as Director Lot I in an instrument to CCR Texas Holdings LP recorded under F.B.C.C.F. No. 2014053608;

THENCE, N 01° 56' 48" W, a distance of 1,046.87 feet along and with the west right-of-way line of said F.M. 1463, same being the most easterly line of said Tract "A" to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the POINT OF BEGINNING and the most easterly southeast corner of the herein described tract;

THENCE, over and across said Tract "A" the following courses and distances:

S 84° 59' 53" W, a distance of 40.06 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an interior corner;

S 42° 36' 42" W, a distance of 119.75 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for an interior corner;

S 03° 28' 27" E, a distance of 17.00 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the most southerly southeast corner of the herein described tract;

S 86° 31' 33" W, a distance of 48.60 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 westerly direction, along and with the arc of said curve to the right, a distance of 171.45 feet, having a radius of 2,950.00 feet, a central angle of 03° 19' 48" and a chord which bears S 88° 11' 27" W, 171.43 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the southwest corner of the herein described tract, same being the beginning of a non-tangent curve to the right from which its center bears N 83° 07' 34" E, 542.07 feet;

In a northerly direction, along and with the arc of said curve to the right, a distance of 314.43 feet, having a radius of 542.07 feet, a central angle of 33° 14' 05" and a chord which bears N 09° 44' 37" E, 310.04 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northwest corner of the herein described tract;

S 53° 07' 54" E, a distance of 102.25 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for an interior corner;

N 88° 03' 12" E, a distance of 201.09 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" set for the northeast corner of the herein described tract, lying on the west right-of-way line of said F.M. 1463, same being the most easterly line of said Tract "A";

THENCE, S 01° 56' 48" E, a distance of 134.18 feet along and with the west right-of-way line of said F.M. 1463 and the most easterly line of said Tract "A" to the POINT OF BEGINNING and containing 1.721 acres (74,949 square feet) of land.

Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83 and is referenced to monuments found along the northeast line of CREEK BEND AT CROSS CREEK RANCH SECTION TEN as cited herein.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

We find title to be apparently in:

HEB GROCERY COMPANY, LP, a TEXAS limited partnership (as to TRACT I)

THE MARKET AT CCR LTD., a TEXAS limited partnership (as to TRACT II)

Subject only to the following:

1. RESTRICTIONS:

NONE OF RECORD

2. EASEMENTS:

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

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

Various storm sewer and sanitary sewer easement varying in width along the South property line, as shown on the recorded plat filed under Plat No. 20150033 of the Official Public Records of Fort Bend County, Texas.

Rules and regulations by the Texas Commission on environmental Quality Rules for On-Site Sewage Facilities located on the subject property as reflected by that Affidavit To The Public Certification Of OSSF Requiring Maintenance set forth in instrument(s) filed for record under Fort Bend County Clerk's File No(s). 2007050326 and 2009075716.

3. LIENS:

Deed of Trust dated April 12, 2012, filed for record on April 13, 2012, under Fort Bend County Clerk's File No. 2012038977, executed by CCR Texas Holdings LP, to Stewart Title Company, Trustee(s), to secure the payment of one note in the principal sum of \$90,000,000.00, payable to the order of as stated therein, 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 Deed of Trust covers additional property. As to Tract II. Secure Partial Release.

SEARCH COMPLETE THROUGH: August 4, 2016

NOTICE: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THIS INFORMATION. THIS INFORMATION IS SOLELY FOR THE USE OF THE PARTY REQUESTING IT AND NO ONE ELSE. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S LIABILITY FOR ERRORS AND/OR OMISSIONS IN THIS INFORMATION SHALL BE LIMITED TO THE AMOUNT PAID FOR THIS REPORT. BY ACCEPTING THIS FORM, THE PARTY REQUESTING THE INFORMATION AGREES THAT THE DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATION CONTAINED IN THIS PARAGRAPH IS A PART OF ITS CONTRACT WITH OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND SHALL COVER ALL ACTIONS WHETHER ARISING HEREUNDER BY STATUTE, IN CONTRACT, OR IN TORT.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



CUSTOMER SERVICE DEPARTMENT
JERRY AYALA



January 22, 2015

Brown & Gay Engineers
Attn: Gerald W. Grissom
10777 Westheimer, Suite 400
Houston, TX 77042

Dear Gerald W. Grissom,

AT&T is pleased to respond to your request for no objection letter of plans received for the The Market at Cross Creek Ranch off of FM 1463 at Fulshear Bend Dr. AT&T does not place facilities for new commercial development within this Consolidated Communications territory. Please contact Consolidated Communications for a letter of No Objection for this new commercial development.

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
Manager OSP Planning and Engineering Design



November 21, 2014

Mr. Gerald W. Grissom
Team Leader – Platting Services
Brown and Gay Engineers
10777 Westheimer, Suite 400
Houston, Texas 77042

Re: No Objection to the plat of “**The Market at Cross Creek Ranch**” to remove note 7.

Mr. Grissom,

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objection to the plat of The Market at Cross Creek Ranch, contained in the following description.

A subdivision of 29.61 acres of land located in the J.W. Scott Survey, Abstract 321 City of Fulshear, Fort Bend County, Texas containing 0 Lots, 8 Reserves, and 1 Block.

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

Sincerely,

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

Chris Grey
Construction Supervisor, Design and Serviceability



February 4, 2015

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: The Market at Cross Creek Ranch

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 November 2014.

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

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

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

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

If there are any questions, please contact Samantha Richards at 713.207.6362 or Sandra Goodall at 713.207.6347.

Sincerely,

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

Samantha Richards
Right of Way Agent

C: Gerald Grissom<ggrissom@browngay.com>

PLR14.423A

LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS HOLDINGS LP, a Delaware limited partnership, has platted that certain 29.61 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as THE MARKET AT CROSS CREEK RANCH, 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 THE MARKET AT CROSS CREEK RANCH.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR TEXAS HOLDINGS LP, a Delaware limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of THE MARKET AT CROSS CREEK RANCH and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of THE MARKET AT CROSS CREEK RANCH 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: _____

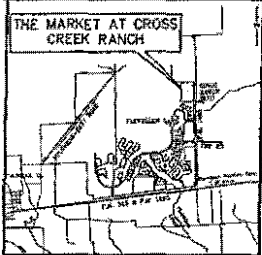
PROVINCE OF ONTARIO
COUNTRY OF CANADA

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

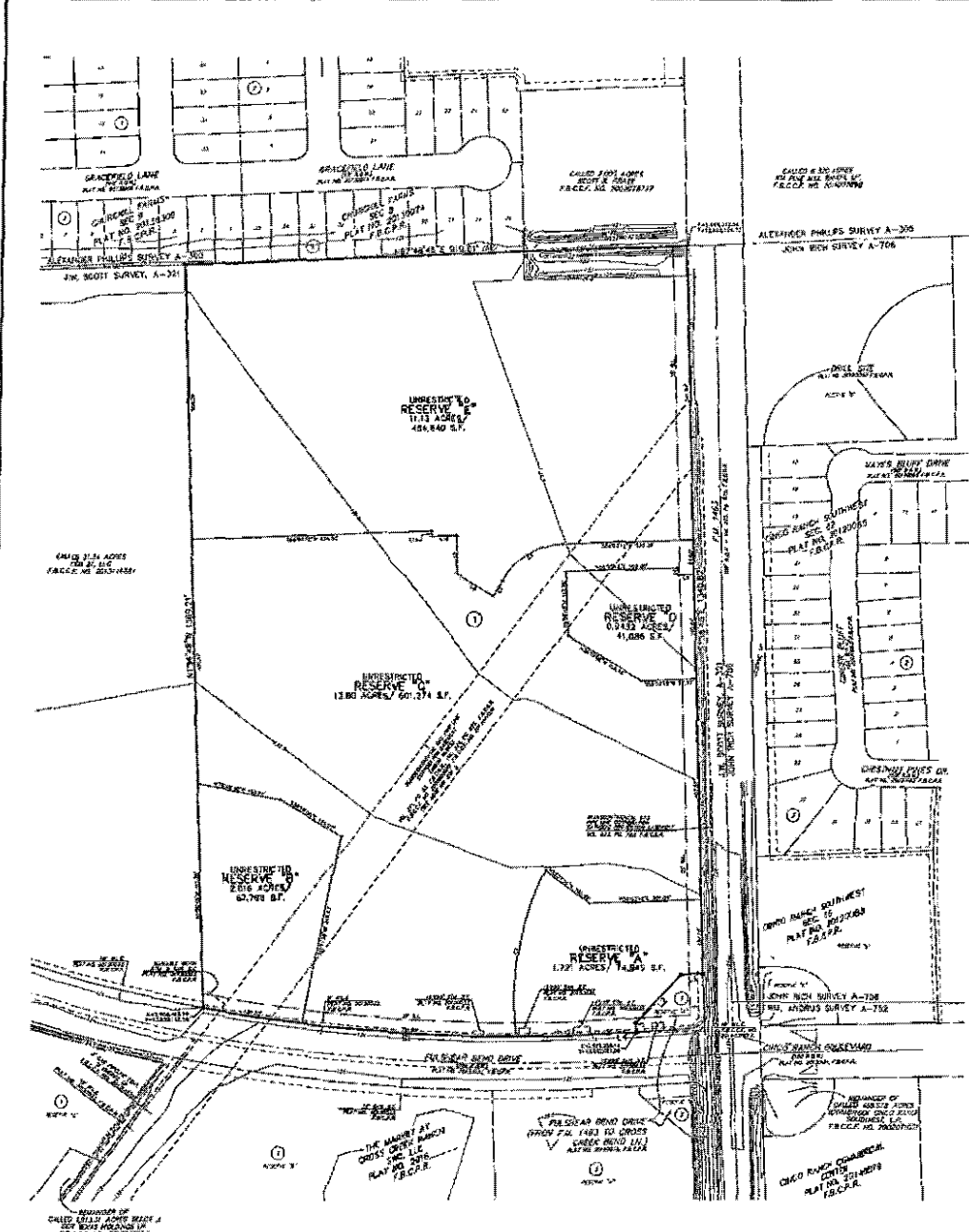


MICINITY MAP
HTLS
KEY MAP NO. 023 H



| LINE DATA | | | |
|-----------|--------|-----------------|-----------|
| NUMBER | LENGTH | BEARING | AREA |
| 1 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 2 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 3 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 4 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 5 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 6 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 7 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 8 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 9 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 10 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 11 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 12 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 13 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 14 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 15 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 16 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 17 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 18 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 19 | 125.00 | S 89° 52' 30" E | 10,000.00 |
| 20 | 125.00 | S 89° 52' 30" E | 10,000.00 |

| ADJACENT PLATS | | | | | | |
|----------------|------|-------------|-------|---------|------|-------|
| PLAT | DATE | OWNER | ACRES | REMARKS | DATE | OWNER |
| 1 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 2 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 3 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 4 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 5 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 6 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 7 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 8 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 9 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 10 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 11 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 12 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 13 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 14 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 15 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 16 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 17 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 18 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 19 | 1977 | PLAT # 1977 | 1.00 | ... | | |
| 20 | 1977 | PLAT # 1977 | 1.00 | ... | | |



DESCRIPTION OF A 29.61 ACRES TRACT OF LAND SITUATED
IN THE CITY OF FULSHEAR, TEXAS

BEING: 29.61 acres more or less situated in the J.W. Scott Survey, Abstract No. 321, City of Fullshear, Texas, being that part of said survey which is shown on the plat of said survey and which is more particularly described by said plat as follows:

BEING: that part of said survey which is shown on the plat of said survey and which is more particularly described by said plat as follows:

1. "U.C." indicates "Utility Easement".

2. "R.A." indicates "Ranch Line Easement".

3. "W.C." indicates "Water Line Easement".

4. "E.C." indicates "Electric Line Easement".

5. "G.S.C." indicates "Gas Service Connection".

6. "S.W.C." indicates "Storm Sewer Connection".

7. "D.C." indicates "Drainage Easement".

8. "A.C." indicates "Agriculture Easement".

9. "P.C.C.P." indicates "Partial County Clerk's File Number".

10. "P.C.C.P." indicates "Partial County Clerk's File Number".

11. "P.C.C.P." indicates "Partial County Clerk's File Number".

12. "P.C.C.P." indicates "Partial County Clerk's File Number".

13. The boundaries shown herein are based on a State Plane Central Zone No. 1400 State Plane State Coordinate System, effective date of August 12, 1983.

14. Bearing and distance is based on the Texas Coordinate System, State Central Zone 1400, 2011-83 and is referenced to magnetic north with the "true north" line of the State Plane Central Zone No. 1400 and the true line of a bearing of 0 degrees.

15. The acreage shown herein is based on the boundaries of the subject land as shown on the plat of said survey, effective date of August 12, 1983.

16. The acreage shown herein is based on the boundaries of the subject land as shown on the plat of said survey, effective date of August 12, 1983.

17. The acreage shown herein is based on the boundaries of the subject land as shown on the plat of said survey, effective date of August 12, 1983.

18. The acreage shown herein is based on the boundaries of the subject land as shown on the plat of said survey, effective date of August 12, 1983.

19. The acreage shown herein is based on the boundaries of the subject land as shown on the plat of said survey, effective date of August 12, 1983.

20. The acreage shown herein is based on the boundaries of the subject land as shown on the plat of said survey, effective date of August 12, 1983.

THE MARKET AT CROSS CREEK RANCH

A SUBDIVISION OF 29.61 ACRES OF LAND
LOCATED IN THE
J.W. SCOTT SURVEY, ABSTRACT 321
CITY OF FULSHEAR,
FORT BEND COUNTY, TEXAS

| LOT NO. | RESERVES | ACRES |
|---------|----------|-------|
| 1 | | 1.00 |
| 2 | | 1.00 |
| 3 | | 1.00 |
| 4 | | 1.00 |
| 5 | | 1.00 |
| 6 | | 1.00 |
| 7 | | 1.00 |
| 8 | | 1.00 |
| 9 | | 1.00 |
| 10 | | 1.00 |
| 11 | | 1.00 |
| 12 | | 1.00 |
| 13 | | 1.00 |
| 14 | | 1.00 |
| 15 | | 1.00 |
| 16 | | 1.00 |
| 17 | | 1.00 |
| 18 | | 1.00 |
| 19 | | 1.00 |
| 20 | | 1.00 |

OWNER: B & B DEVELOPMENT, INC.
10777 Westview Drive, Suite 100, Houston, TX 77042
Tel: 281-428-8888
WWW.BANDB.COM

OWNER: THE MARKET AT CROSS CREEK RANCH, LLC
400 SOUTH HAVES STREET, SUITE 100, FULSHEAR, TEXAS 77445
TEL: 281-428-8888
WWW.MARKETATCROSSCREEK.COM

SCALE: 1"=100'

DATE: APRIL 12, 2011

PLANNING: B & B DEVELOPMENT, INC.

ENGINEER: B & B DEVELOPMENT, INC.

DATE: APRIL 12, 2011

SCALE: 1"=100'

DATE: APRIL 12, 2011

PLANNING: B & B DEVELOPMENT, INC.

ENGINEER: B & B DEVELOPMENT, INC.

DATE: APRIL 12, 2011

SCALE: 1"=100'

DATE: APRIL 12, 2011





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

STATE OF TEXAS
COUNTY OF FORT BEND

We, **HEB GROCERY COMPANY, LP**, a Texas limited liability partnership, existing by and through Todd A. Pittard, the Executive Vice President, and the members of the Board of Directors, a Texas limited liability partnership, existing by and through Todd A. Pittard, the Executive Vice President, and the members of the Board of Directors, do hereby certify that the undersigned is the duly authorized officer of the undersigned and is duly qualified to execute this instrument and to perform the duties herein provided for and that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for.

FURTHER, the undersigned hereby certifies that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for and that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for.

FURTHER, the undersigned hereby certifies that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for and that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for.

FURTHER, the undersigned hereby certifies that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for and that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for.

FURTHER, the undersigned hereby certifies that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for and that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for.

IN WITNESS WHEREOF, the **HEB GROCERY COMPANY, LP**, a Texas limited liability partnership, has caused this instrument to be signed by Todd A. Pittard, its Executive Vice President, a duly authorized officer.

HEB GROCERY COMPANY, LP, a Texas limited liability partnership
By: Todd A. Pittard
Executive Vice President

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared **Todd A. Pittard**, Executive Vice President of **HEB GROCERY COMPANY, LP**, a Texas limited liability partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public for the State of Texas
Commission Expires: _____

IN WITNESS WHEREOF, I, the undersigned authority, on this day personally appeared **Todd A. Pittard**, Executive Vice President of **HEB GROCERY COMPANY, LP**, a Texas limited liability partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

THE MARKET AT CROSS CREEK RANCH, a Texas limited liability partnership
By: _____
Executive Vice President

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared _____ of the County of Fort Bend, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public for the State of Texas
Commission Expires: _____

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared _____ of the County of Fort Bend, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public for the State of Texas
Commission Expires: _____

I, **Notary Public**, do hereby certify that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for and that the undersigned is duly qualified to execute this instrument and to perform the duties herein provided for.

Notary Public, E.P.T. E.
Texas Registration No. 1001

E. E. Walton, Registered Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of the City of Fort Bend, in the State of Texas.

E. E. Walton, Registered Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of the City of Fort Bend, in the State of Texas.

This plat of **THE MARKET AT CROSS CREEK RANCH** is approved by the City Planning Commission of the City of Fort Bend, Texas, this _____ day of _____, 2016.

City Planner

City Planner

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

City Clerk

City Clerk

I, **Wanda Wilson**, County Clerk for the Fort Bend County, Texas, do hereby certify that the foregoing instrument with its certificate of acknowledgment was filed for registration in my office on _____ day of _____, 2016, at _____ o'clock _____ in the afternoon of the day of the filing of this instrument.

Witness my hand and seal of office, at Richmond, Texas, this _____ day of _____, 2016.

Wanda Wilson
County Clerk
Fort Bend County, Texas

Notary

THE MARKET AT CROSS CREEK RANCH

A SUBDIVISION OF 29.61 ACRES OF LAND LOCATED IN THE J.W. SCOTT SURVEY, ABSTRACT 321 CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

LOTS: 6 RESERVES: 5 BLOCKS: 1
SCALE: 1"=40'
DATE: AUGUST, 2016

OWNER: **HEB GROCERY COMPANY, LP**
1545 SOUTH PLAINS STREET
DALLAS, TEXAS 75244
(972) 636-4417
1226 A. BELAND

OWNER: **THE MARKET AT CROSS CREEK RANCH, L.P.**
2600 SOUTH PLAINS STREET
DALLAS, TEXAS 75244
(972) 371-9039
JAMES WILSON

LAND PLANNER:
BOE | KERRY | GILBERT & ASSOCIATES, INC.
13301 CROSS CREEK BLVD., SUITE 200
DALLAS, TEXAS 75244
(972) 370-0000
JAMES WILSON

Brown & Gay Engineers, Inc.
11077 Westmore, Suite 404 Houston, TX 77042
Tel: 281-552-8700 www.browngay.com
17815 Lindbergh, Suite 100 Houston, TX 77058
E. BEXTON, TEXAS 77012



LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, CCR TEXAS HOLDINGS LP, a Delaware limited partnership, has platted that certain 29.61 acres of land out of the J.W. Scott Survey, Abstract 321, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Brown & Gay Engineers, Inc. and known as THE MARKET AT CROSS CREEK RANCH, 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 THE MARKET AT CROSS CREEK RANCH.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by CCR TEXAS HOLDINGS LP, a Delaware limited partnership, to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the agent for the present owners and holders of the notes and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of THE MARKET AT CROSS CREEK RANCH and the dedication evidenced thereby and does hereby RATIFY, CONFIRM AND APPROVE in all respects the subdivision of THE MARKET AT CROSS CREEK RANCH 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

Kimberly Kopecky

From: valdezflyin2014@gmail.com <davidleyen@aol.com>
Sent: Wednesday, August 24, 2016 4:55 PM
To: Kimberly Kopecky; pelps314@hotmail.com
Cc: Diana Offord
Subject: Re: The Market at Cross Creek Ranch Plat

Kimberly:

If the Final Plat has not been recorded they could resubmit a revised Final Plat for approval by the Planning Commission.

Thanks,
David Leyendecker

-----Original Message-----

From: Kimberly Kopecky <kkopecky@fulsheartexas.gov>
To: r <davidleyen@aol.com>; Paula Elps <pelps314@hotmail.com>
Cc: Diana Offord <dofford@fulsheartexas.gov>
Sent: Wed, Aug 24, 2016 3:37 pm
Subject: The Market at Cross Creek Ranch Plat

Hey David,

We got a call a few minutes ago from Gerald Grissom from Brown and Gay Engineers. He let us know that this plat in question is actually NOT recorded yet. How would you like us to proceed with this? This needs to be added to the agenda for September 2, 2016. They made a change to the reserve. Will this need to be preliminary plat? Or Final?

Best Regards,

Kimberly Kopecky
Deputy City Secretary
City of Fulshear
281-346-1796 ext. 251
kkopecky@fulsheartexas.gov

From: Kimberly Kopecky
Sent: Wednesday, August 24, 2016 1:22 PM
To: 'r' <davidleyen@aol.com>
Subject: September 2, 2016 Agenda (Planning and Zoning)

Mr. Leyendecker,

Here is the proposed agenda. Also, we are awaiting your response regarding the changing of "reserves" to the recorded plat- The Market at Cross Creek Ranch/Final. Should it be done as a preliminary or final?

Best Regards,

Kimberly Kopecky
Deputy City Secretary
City of Fulshear
281-346-1796 ext. 251
kkopecky@fulsheartexas.gov

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 Pleasant Grove / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Reviewed
 Returned for additional data

BY: ML DATE: 7-11-2016

Planning Commission Review

Reviewed
 Returned for additional data

APPROVED WITH CORRECTIONS

BY: [Signature] DATE: 9-2-16

City Council Review

Reviewed
 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: 7/11/16

Date Received by the City of Fulshear: _____

Subdivision: Pleasant Grove Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

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

TYPE OF PLAT: (Check Appropriate Selection)

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

Plat Location: X City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: A subdivision of 4.1828 acres located in the Randon & Pennington Survey, A-75

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

Total Acreage: 4.1828
Number of Streets: 0
Number of Lots: 2
Number and Types of Reserves: 0
Total Acres in Reserve: 0

Owner: Bryan F. Boshart
Address: 1840 FM 359
City/State: Richmond, TX
Telephone: 281-744-6050
Email Address: bryanbb44@yahoo.com

Engineer/Planner: Survey 1, Inc.
Contact Person: Cathy Fontenot
Telephone: 281-393-1382
Fax Number: 281-393-1383
Email Address: cathy.fontenot@survey1inc.com

Table with 1 column: Platting Fees. Rows include Preliminary Plat, Final Plat, Replat, Amending or Minor Plat, Plat Vacation, 2nd Review of plats, TOTAL PLATTING FEE, and Park Fees.

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

Cathy Fontenot
SIGNATURE

Cathy Fontenot / Platting Coordinator 7/11/16
TYPED OR PRINTED NAME/TITLE 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: 7/11/16

Date Received by the City of Fulshear: _____

Subdivision: Pleasant Grove

Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

___ Preliminary

Final

___ Short Form Final

___ Replat

___ Vacation Plat

___ Admin. (Minor) Plat

___ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential

___ Zero Lot Line/ Patio Home

___ Multi-Family Residential

___ Planned Development

___ Commercial

___ Industrial

Plat Location: City

___ ETJ (Extraterritorial Jurisdiction)

Legal Description: A subdivision of 4.1828 acres located in the Randon & Pennington Survey, A-75

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

Total Acreage: 4.1828

Number of Streets: 0

Number of Lots: 1

Number and Types of Reserves: 0

Total Acres in Reserve: 0

Owner: Bryan F. Boshart

Address: 1840 FM 359

City/State: Richmond, TX

Telephone: 281-744-6050

Email Address: bryanbb44@yahoo.com

Engineer/Planner: Survey 1, Inc.

Contact Person: Cathy Fontenot

Telephone: 281-393-1382

Fax Number: 281-393-1383

Email Address: cathy.fontenot@survey1inc.com

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

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. 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.

_____ Cathy Fontenot / Platting Coordinator 8/30/16

SIGNATURE TYPED OR PRINTED NAME/TITLE DATE

August 31, 2016

Engineering Review

Revised Final Plat - Pleasant Grove
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat covers an area of 4.1828 acres with a 25-foot Front Building Line.
2. Access to this tract will be from Country Lane off of Redbird Lane.

Recommendations:

I recommend that this Final Plat of Pleasant Grove be approved with the following additions/corrections:

- A) The Signature Block will need to be updated as to the Chairman & Vice-Chairman of the Planning Commission.
- B) The City Planning letter shows several easements that do not show up on the plat. These need to be shown or the City Planning Letter will need to be corrected.



LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

WHEREAS, Brian F. Boshart has platted that certain 4.1828 acres of land out of the Randon and Pennington Survey, Abstract 75, Fort Bend County, Texas, which property was surveyed and platted on Survey 1, Inc. and known as Pleasant Grove and recorded at Vol. Pg. No. of the Map Records and Clerk's File No. of the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, EverBank is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File Code Number 20100044326 of Real Property of Fort Bend County, Texas, and is the holder of promissory notes secured by said lien, desire 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 subdivision of Pleasant Grove;

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 Bryan F. Boshart to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the present owner and holder of the note and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of Pleasant Grove and the dedication evidenced thereby and does hereby consent to the subdivision of Pleasant Grove and the dedication, terms and provisions evidenced thereby.

The said lienholder does hereby WARRANT AND REPRESENT that it is the present owner and holder of the note and the lien given to secure the payment of the same and that it is the owner and holder of the note and the lien.

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

EXECUTED This 25th day of August 2010

By: Timothy Simmer Vice President

Attest: Julie McCombs Vice President

Print Name and Title

Print Name and Title

NOTARY PUBLIC ACKNOWLEDGEMENT FOR ALL SIGNATURES

STATE OF Florida

COUNTY OF Duval

BEFORE ME, the undersigned authority, on this day personally appeared Timothy Sumner
and Julie McCombs known to me to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and acknowledged to me that they executed the same for the
purposes and considerations therein expressed (add for corporations, "and in the capacity therein and herein
stated, and as the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of August, 2016.

C Ronemus

Notary Public in and for the State of FL

Print Name: C. RONEMOUS

My Commission expires: 4-6-18



C RONEMOUS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF079021
Expires 4/6/2018



DRAINAGE DISTRICT
Fort Bend County, Texas

July 8, 2016

Ms. Cathy Fontenot
Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
Ph.: (281) 393-1383
Email: Survey1@Survey1Inc.com

Re: Pleasant Grove

Dear Ms. Fontenot:

The Fort Bend County Drainage District has received the above referenced plat for review and comment. The project appears to lie within the incorporated boundary of the City of Fulshear, which is the entity responsible for plat and plan review, approval and permitting.

The Drainage District interposes no objection to approval of the "Pleasant Grove" plat, contingent upon approval by the City of Fulshear engineer.

Please let me know if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Janacek".

Jeffrey I. Janacek, P.E., C.F.M.
First Assistant to the Chief Engineer
Fort Bend County Drainage District



July 7, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Minor Plat of Pleasant Grove

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated June 22, 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 Frankie Touchy at 713.207.5783.

Sincerely,

Frankie Touchy

Frankie Touchy
Associate Right of Way Agent

C: Cathy Fontenot <Cathy.Fontenot@survey1inc.com>

PLR16.273



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4310
F: 281-341-4289
Rt6787@att.com

June 29, 2016

Cathy Fontenot
Survey 1, Inc.
Your Land Survey Company
P.O. Box 2543
Alvin, Texas 77512

Re: No Objection Letter-Pleasant Grove Plat

Dear Ms. Fontenot:

AT&T is pleased to respond to your request for a no objection letter of plans received for the Pleasant Grove Plat. AT&T places facilities within easements, and/or public right-of-way adjacent to property requiring service.

Thank you very much. If you have any questions or require additional information, please contact me at my office: 281-341-4310 or e-mail me at: rt6787@att.com

Sincerely,

A handwritten signature in black ink, appearing to read "Rayford Tate", with a horizontal line extending to the right.

Rayford Tate
Manager OSP Planning and Engineering Design



StarTex Title Agency, LLC
1110 N Post Oak Rd Suite 220
Houston, TX 77055
Phone 713-292-5888

CITY PLANNING LETTER

GF No.: 5225002030

Effective Date: June 13, 2016
Updated 06/17/2016
To: City of Fulshear
Diane Offord
PO BOX 279
Fulshear, Texas 77441

PROPERTY

Legal Description:

A tract or parcel containing 4.183 acres of land, situated in the Randon and Pennington League Survey, Abstract No. 75, in Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto:

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

BRYAN F. BOSHART, by virtue of Deed filed for record under Fort Bend County Clerk's File No. 2004098586.

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

RESTRICTIONS:

Those recorded in Volume 546, Page 798, of the Deed Records of Fort Bend County, Texas.

EASEMENTS:

Road & Utility Easement 30 feet wide along the west property line, as set out in instrument recorded in Volume 546, Page 804 and Volume 628, Page 565, both of the Deed Records of Fort Bend County, Texas.

Easement and Right-of-way to Houston Lighting and Power Company as set forth and defined by instrument recorded in Volume 487, Page 273 and Volume 488, Page 533 both of the Deed Records of Fort Bend County, Texas.

An unrecorded Easement and Right-of-Way from Mrs. Annie Huggins to Houston Lighting and Power Company, as referenced in Volume 665, Page 750, of the Deed Records of Fort Bend County, Texas.

Easement and Right-of-Way to Transcontinental Gas Pipe Line Corporation, recorded in Volume 404, Page 627, Deed Records of Fort Bend County, Texas.

All terms, conditions, covenants, easements, building lines and other provisions recorded in Volume 546, Page 798, of the Deed Records of Fort Bend County, Texas.

Oil, gas and mineral lease, filed for record under Fort Bend County Clerk's File No. 9631409 and 9777324.

On-site sewage Affidavit filed for record under Clerk's File No. 2004099064.

All terms, conditions, provisions and restrictions prohibiting the parties of their successors from taking actions that would cause additional drainage on to or across the other's property as set forth in that certain Final Judgment granted under Cause No. 07-CV-157114 dated February 5, 2009, certified copy of which is filed for record under Fort Bend County Clerk's File No. 2010044324.

Any portion of subject property that lies within a road right-of-way, public or private.

LIENS:

Deed of Trust executed by Bryan F. Boshart to G. Tommy Bastian, Trustee dated April 16, 2010 filed for record on May 17, 2010, recorded in/under Clerk's File No. 2010044326 of the Real Property Records of Fort Bend County, Texas, securing EverBank in the payment of one note in the principal sum of \$228,800.00, due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.


This report is issued for the use of and shall inure to the benefit of Cathy Fontenot and is issued in consideration of \$54.13 paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

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

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

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

StarTex Title Agency, LLC

BY: 



GENERAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT DONALD T. POMEROY, III AND ADA C. POMEROY

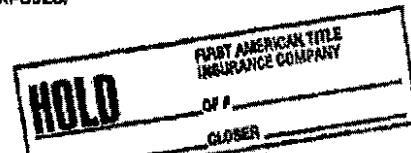
hereinafter referred to as GRANTOR (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to GRANTOR in hand paid by BRYAN F. BOSNARY, A MARRIED PERSON

hereinafter referred to as GRANTEE (whether one or more), the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the execution and delivery by said GRANTEE of one certain promissory note of even date herewith, in the original principal sum of One Hundred Forty-Four Thousand And No/100 Dollars (\$144,000.00), payable to the order of WELLS FARGO BANK, N.A.

(hereinafter called BENEFCIARY), in installments as in said note provided, bearing interest at the rate therein provided, said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said GRANTOR; and being additionally secured by a deed of trust of even date with said note, from GRANTEE to Thomas E. Black, Jr., TRUSTEE, reference to which deed of trust is hereby made for all purposes; the said BENEFCIARY at the special instance and request of the GRANTEE herein having advanced the sum of said note as part purchase price for the property herein conveyed, the receipt of which is hereby acknowledged, the GRANTOR hereby transfers, sets over, assigns and conveys, without recourse, unto BENEFCIARY, and its successors and assigns, the Vendor's Lien and Superior Title retained and reserved herein against the property, subrogating said BENEFCIARY to all rights and remedies of GRANTOR in the premises by virtue of said liens;

and GRANTOR has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto GRANTEE, the following described property, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.



TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE and GRANTEE'S heirs and assigns forever. GRANTOR does hereby bind GRANTOR and GRANTOR'S heirs, executors, and administrators to warrant and forever defend, all and singular, the said premises unto GRANTEE and GRANTEE'S heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed is executed, delivered and accepted subject to all and singular any liens described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance assessment liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the property described therein.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title are retained against the above described property, premises, and improvements, until the above described note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this deed shall become absolute.

The contract between GRANTOR, as seller, and GRANTEE, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When this Deed is executed by more than one person, or when the GRANTEE is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be

431965-05

Exhibit C - LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

[Limitation Language for limitation to amount of fee paid for products]

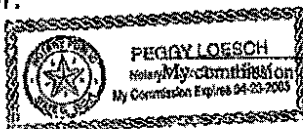
construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED this 6th day of August, 2004

Donald T. Pomeroy, III
DONALD T. POMEROY, III

ADA C. POMEROY BY DONALD T. POMEROY, III
ADA C. POMEROY BY DONALD T. POMEROY, III, her agent and attorney in fact

AS PER ORIGINAL
THE STATE OF TEXAS) (Acknowledgment)
COUNTY OF Forest Bend)
This instrument was acknowledged before me on the 6th day of August, 2004,
by DONALD T. POMEROY, III and ADA C. POMEROY Individually and as agent and attorney in
fact for ADA C. POMEROY.



Peggy Loesch
Notary Public, State of
Printed Name:

THE STATE OF TEXAS) (Acknowledgment)
COUNTY OF)
This instrument was acknowledged before me on the _____ day of _____,
by _____

My commission expires _____ Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS) (Acknowledgment)
COUNTY OF)
This instrument was acknowledged before me on the _____ day of _____,
by _____

My commission expires _____ Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS) (Acknowledgment)
COUNTY OF)
This instrument was acknowledged before me on the _____ day of _____,
by _____

My commission expires _____ Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS) (Corporate/Entity Acknowledgment)
COUNTY OF)
This instrument was acknowledged before me on the _____ day of _____,
by _____
of _____
a _____, on behalf of said _____

My commission expires _____ Notary Public, State of
Printed Name: _____

AFTER RECORDING RETURN TO GRANTEE AT GRANTEE'S MAILING ADDRESS:
BRYAN F. BOSHAUT
8704 COUNTRY LANE
RICHMOND, TX 77489

EXHIBIT 'A'

File No.: TX04-431965-H095 (JS)
Property: 6704 Country Lane, Richmond, TX 77469

BEING A TRACT OR PARCEL CONTAINING 4.183 ACRES OF LAND SITUATED IN THE RANDON AND PENNINGTON LEAGUE ABSTRACT NUMBER 75, FORT BEND COUNTY, TEXAS, BEING THAT SAME CALLED 4.1828 ACRE TRACT OF RECORD UNDER FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. NO.) 1999087970, SAID 4.183 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS REFERENCED TO SAID 4.1828 ACRE TRACT:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER TO THAT CERTAIN CALLED 70 ACRE TRACT OF RECORD IN VOLUME 469 PAGE 538 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), FORT BEND COUNTY, TEXAS;

THENCE, NORTH 89°26'40" WEST, 974.90 FEET TO AN ANGLE POINT;

THENCE, SOUTH 01°00'00" WEST, 2074.91 FEET TO THE COMMON NORTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, THE SOUTHEAST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9537130, IN THE WEST LINE OF THAT CERTAIN CALLED 2.9971 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9830156, FROM WHICH AN IRON PIPE WAS FOUND TO BEAR TO BEAR SOUTH 47°38' EAST, 0.40 FEET;

THENCE, SOUTH 01°00'00" WEST, AT 104.87 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 2.9971 ACRE TRACT AND THE NORTHWEST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD IN VOLUME 582 PAGE 258 OF F.B.C.D.R., IN ALL A DISTANCE OF 375.00 FEET TO AN IRON PIPE FOUND FOR THE COMMON SOUTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHEAST CORNER TO THAT CERTAIN CALLED 4.195 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 1999037971;

THENCE, WEST, AT 436.34 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE OF COUNTY LANE (60 FEET WIDE EASEMENT), IN ALL A DISTANCE OF 467.55 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER TO SAID 4.195 ACRE TRACT;

THENCE, NORTH 06°49'40" WEST, ALONG THE CENTER LINE OF SAID COUNTY LANE, 176.22 FEET TO AN ANGLE POINT;

THENCE, NORTH 01°00'00" EAST, CONTINUING ALONG SAID CENTER LINE, 200.00 FEET TO THE COMMON NORTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER TO THE AFOREMENTIONED 3.0 ACRE TRACT;

THENCE, EAST, AT 30.00 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE OF SAID COUNTY LANE, IN ALL A DISTANCE OF 491.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.183 ACRES OF LAND.

A.P.N. 0075-00-000-0201-901

THIS DOCUMENT WAS FILED BY
AND RETURNED TO:
FIRST AMERICAN TITLE - HOLD

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Ds. Dianne Wilson

2004 Aug 11 02:00 PM

2004098586

DBC \$11.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS

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14631.10.00069

After recording please return to:
EverBank
[Name]
Post Closing
[Attention]
8200 Nations Way
[Street Address]
Jacksonville, FL 32256
[City, State Zip Code]

[Space Above This Line For Recording Data]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

Loan No.: 1541014820

MIN: 100063415410148201

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated April 16, 2010, together with all Riders to this document.

(B) "Borrower" is Bryan F Boshart, A Single Man. Borrower is the grantor under this Security Instrument.

Texas Home Equity Security Instrument (First Lien)
Fannie Mae/Residual Mkt Uniform Instrument - MERS Modified
The Compliance Source, Inc.
www.compliancesources.com

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pb

(C) "Lender" is EverBank. Lender is a Federal Savings Association organized and existing under the laws of the United States of America. Lender's address is 17304 Preston Road, Suite 1340, Dallas, TX 75252. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is G. Tommy Bastian. Trustee's address is 15000 Surveyor Blvd., Suite 100, Addison, TX 75001.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 16, 2010. The Note states that Borrower owes Lender Two Hundred Twenty Eight Thousand Eight Hundred and 00/100ths Dollars (U.S. \$228,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2040.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Other: FNMA/FED/MC TX HE Affidavit and Agreement (3185).

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.



RB

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the:

County of FORT BEND
[Recording Jurisdiction] [Name of Recording Jurisdiction]
See Exhibit A attached hereto and made a part hereof

which currently has the address of 6704 Country Lane

[Street] ("Property Address")
Richmond, Texas 77406
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. Borrower understands and agrees that MERS holds only legal title to the

Texas Home Equity Security Instrument (First Lien)

Fannie Mae/Freddie Mac Uniform Instrument - MERS Modified

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interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charges due, the payment may be applied to the delinquent payment and the late charges. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.



BB

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.



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4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.



In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process,



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Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.



In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any



person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement

Texas Home Equity Security Instrument (First Lien)

Fannie Mae/Freddie Mac Uniform Instrument - MERS Modified

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by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. **Borrower's Copies.** Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. **Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes



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of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution. In connection with failure by Lender to comply with its obligations under this Extension of Credit, Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the



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spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of



the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. OWNER'S

Texas Home Equity Security Instrument (First Lien)

Fannie Mae/Freddie Mac Uniform Instrument - MERS Modified

The Compliance Source, Inc.

www.complianceinc.com

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HE14702TK 09/00 Rev. 04/06

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ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another lender.

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited



to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.


Bryan F Boshart (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower



ACKNOWLEDGMENT.

State of Texas
County of Harris

09-03-2012

This instrument was acknowledged before me on April 16th 2010 by Bryan F Boshart

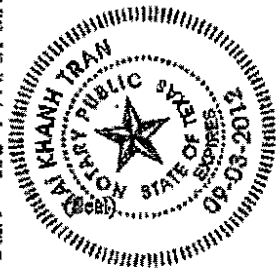
[Handwritten Signature]

Signature of Officer

MAI KHANH TRAN
Printed Name

Escrow Officer
Title of Officer

My Commission Expires: 9/3/12



Texas Home Equity Security Instrument (First Lien)
Fannie Mae/Woodie Mae Uniform Instrument - MERS Modified
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[Handwritten initials]

**EXHIBIT A
PROPERTY DESCRIPTION**

BEING A TRACT OR PARCEL CONTAINING 4.183 ACRES OF LAND SITUATED IN THE RANDON AND PENNINGTON LEAGUE ABSTRACT NUMBER 75, FORT BEND COUNTY, TEXAS, BEING THAT SAME CALLED 4.1828 ACRE TRACT OF RECORD UNDER FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. NO.) 1999087070, SAID 4.183 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS REFERENCED TO SAID 4.1828 ACRE TRACT:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER TO THAT CERTAIN CALLED 70 ACRE TRACT OF RECORD IN VOLUME 489 PAGE 538 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), FORT BEND COUNTY, TEXAS;

THENCE, NORTH 89°26'40" WEST, 974.90 FEET TO AN ANGLE POINT;

THENCE, SOUTH 01°00'00" WEST, 2074.91 FEET TO THE COMMON NORTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, THE SOUTHEAST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9537130, IN THE WEST LINE OF THAT CERTAIN CALLED 2.9971 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9830156, FROM WHICH AN IRON PIPE WAS FOUND TO BEAR TO BEAR SOUTH 47°38' EAST, 0.40 FEET;

THENCE, SOUTH 01°00'00" WEST, AT 104.87 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 2.9971 ACRE TRACT AND THE NORTHWEST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD IN VOLUME 582 PAGE 258 OF F.B.C.D.R., IN ALL A DISTANCE OF 376.00 FEET TO AN IRON PIPE FOUND FOR THE COMMON SOUTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHEAST CORNER TO THAT CERTAIN CALLED 4.195 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 1999037971;

THENCE, WEST, AT 436.34 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE OF COUNTY LANE (60 FEET WIDE EASEMENT), IN ALL A DISTANCE OF 487.55 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER TO SAID 4.195 ACRE TRACT;

THENCE, NORTH 06°49'40" WEST, ALONG THE CENTER LINE OF SAID COUNTY LANE, 176.22 FEET TO AN ANGLE POINT;

THENCE, NORTH 01°00'00" EAST, CONTINUING ALONG SAID CENTER LINE, 200.00 FEET TO THE COMMON NORTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE

EXHIBIT A - PROPERTY DESCRIPTION
Rev 01/29/10

EXHIBIT A
PROPERTY DESCRIPTION
(Continued)

HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER TO THE
AFOREMENTIONED 3.0 ACRE TRACT;

THENCE, EAST, AT 30.00 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE
OF SAID COUNTY LANE, IN ALL A DISTANCE OF 491.55 FEET TO THE POINT OF
BEGINNING AND CONTAINING 4.183 ACRES OF LAND, MORE OR LESS.

EXHIBIT A - PROPERTY DESCRIPTION
Rev 01/29/10

 **Survey 1, Inc.**
Your Land Survey Co.

P.O. Box 2543, Alvin, TX 77512

(281) 393-1382

Firm Registration No. 100758-00

Survey1@Survey1inc.com

August 30, 2016

City of Fulshear
Attn: Diana Offord
30603 FM 1093
Fulshear, TX 77441

Dear: Ms. Offord,

I am enclosing a copy of the final plat of Pleasant Grove, located within the City of Fulshear for your review and comments. Please let me know if there is anything that needs to be changed on the drawing so that it can be printed for signatures.

If you have any questions or comments please contact me at 281-393-1382 or by email at cathy.fontenot@survey1inc.com.

Thank you,

Sincerely,



Cathy Fontenot
Platting

SIGNAGE APPROVAL/DISAPPROVAL FORM

REQUESTOR: Tamarron

ADDRESS OF PREMISES AFFECTED: FM 1463

PLANNING AND ZONING COMMISSION REVIEW

GRANTED

DENIED

RETURNED FOR ADDITIONAL DATA

NOTE: SIGNS WILL BE FLUSH WITH GROUND -
3 TOTAL, SPACED ALONG FM 1463.

BY: [Signature] DATE: 9-2-16

CITY COUNCIL REVIEW

GRANTED

DENIED

BY: _____ DATE: _____

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

| | |
|---|--------------------------------------|
| AGENDA OF: Master Sign Plan | |
| DATE SUBMITTED: August 24, 2016 | DEPARTMENT: Building Services |
| PREPARED BY: Michelle Killebrew | PRESENTER: Michelle Killebrew |
| SUBJECT: Revise Tamarro MSP | |
| ATTACHMENTS: YES | |
| EXPENDITURE REQUIRED: | \$0 |
| AMOUNT BUDGETED: | \$0 |
| ACCOUNT NO.: | |
| ADDITIONAL APPROPRIATION REQUIRED: | \$0 |
| ACCOUNT NO.: | |

EXECUTIVE SUMMARY

Tamarro is a subdivision within the City of Fulshear ETJ, they have a master sign plan which they would like to add an additional three signs along 1463.

The signs will be 8'x4' in size and flush with the ground, similar size and style that are consistent with the existing signs within the community.

Please see attached diagram for the location and the style of the signs.

Staff believes that the location, proximity of other signs, and style are all in line with the current adopted plan and other developments within the City of Fulshear.



a FOUNTAIN
of
POSSIBILITIES

*Homes from the
\$190s - \$700s*

TAMARRON

A D.R. Horton Community

#1



Wellspring
**ACTIVE
ADULT**



TAMARRON

A D.R. Horton Community

#2



**MULTI
GEN**
FLOORPLANS
NOW AVAILABLE!

TAMARRON

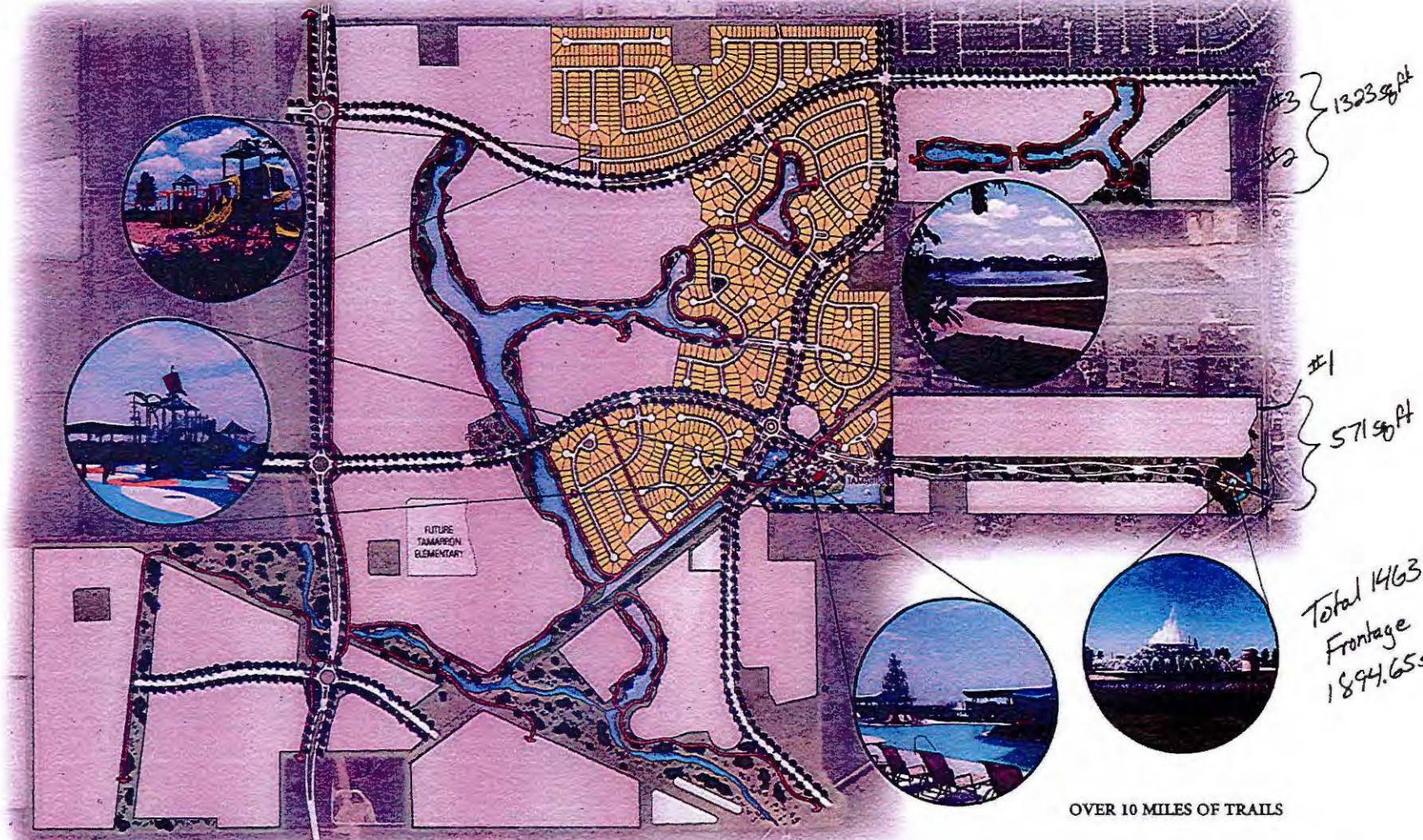
A D.R. Horton Community

#3



TAMARRON

A D.R. Horton Community



Total 1463
Frontage
1894.65 sq ft

OVER 10 MILES OF TRAILS

Tamarron Trail System



CITY OF FULSHEAR

"FIND YOUR FUTURE IN FULSHEAR"

30603 FM 1093 WEST/ PO BOX 279 ~ FULSHEAR, TEXAS 77441

PHONE: 281-346-1796 ~ FAX: 281-346-2556

WWW.FULSHEARTEXAS.GOV

CITY COUNCIL:

MAYOR: Jeff Roberts

MAYOR PRO-TEM: Erin Tristan

COUNCIL MEMBER: Stephen Gill

COUNCIL MEMBER: Tricia Krenek

COUNCIL MEMBER: James Murdoch

COUNCIL MEMBER: Ramona Ridge

STAFF:

CITY MANAGER: C.J. Snipes

CITY SECRETARY: D. Gordon Offord

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL WORKSHOP MINUTES AUGUST 16, 2016

I. OPENING

A. CALL TO ORDER

A SPECIAL WORKSHOP MEETING OF THE FULSHEAR CITY COUNCIL WAS CALLED TO ORDER BY MAYOR JEFF W. ROBERTS ON TUESDAY, AUGUST 16, 2016 AT 6:03 P.M. IN THE IRENE STERN COMMUNITY CENTER LOCATED AT 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS AND ALL CITIZENS WERE WELCOMED.

MEMBERS PRESENT:

JEFF W. ROBERTS, MAYOR

ERIN TRISTAN, MAYOR PRO TEM

STEPHEN GILL

TRICIA KRENEK

JAMES MURDOCH

RAMONA RIDGE

CITY STAFF PRESENT:

D. (DIANA) GORDON OFFORD, CITY SECRETARY

KIMBERLY KOPECKY, DEPUTY CITY SECRETARY

TIM KIRWIN, ASSISTANT CITY ATTORNEY

C.J. SNIPES, CITY MANAGER

MICHAEL ROSS, ASSISTANT CITY MANAGER

KENNY SEYMOUR, POLICE CHIEF

ANGELA FRITZ, ECONOMIC DEVELOPMENT DIRECTOR

VALERIE BRYANT, MUNICIPAL COURT CLERK

OTHERS PRESENT:

EIGHT (8) IN AUDIENCE WHO DID NOT SIGN IN

**SPECIAL WORKSHOP CITY COUNCIL MINUTES
AUGUST 16, 2016
PAGE 2**

B. QUORUM & ROLL CALL

MAYOR ROBERTS ANNOUNCED THAT A QUORUM WAS PRESENT.

II. WORKSHOP ITEMS

A. DISCUSSION AND PRESENTATION ON DISTRICTING PROCESS BY THE STAFF OF BICKERSTAFF, DELGADO, HEATH AND ACOSTA, LLP

MAYOR ROBERTS INTRODUCED DAVID MENDEZ OF BICKERSTAFF HEATH DELGADO ACOSTA, LLP WHO WILL PRESENT TO COUNCIL REGARDING "DISTRICTING PROCESS". HE THEN ASKED THE CITY MANAGER, C.J. SNIPES, IF HE WOULD LIKE TO ADD ANYTHING ELSE. MR. SNIPES, GAVE SHORT BACKGROUND AND PRESENTED MR. MENDEZ TO THE COUNCIL.

MR. MENDEZ GAVE A SHORT BACKGROUND HISTORY ON HIS QUALIFICATIONS TO THE COUNCIL.

MR. MENDEZ STATED HE HAS MET WITH THE CITY MANAGER, C.J. SNIPES AND THAT HE HAS STARTED COMPILING THE DATA TO BEGIN THE RE-DISTRICTING PROCESS. MR. MENDEZ BEGAN STATING HIS REDISTRICTING CRITERIA AND GUIDELINES. HE ALSO IDENTIFIED THE TIME LINE. HE PLANS TO DO A PRESENTATION ON REDISTRICTING PRINCIPLES, INITIAL ASSESSMENT, AND DESIGNATE COUNCIL REPRESENTATIVES BY AUGUST 30, 2016. HE HAS REQUESTED THAT THE PROCESS BE PUT ON THE CITY'S WEBSITE AND HOPES TO HAVE A FINISHED PRODUCT BY NOVEMBER 15, 2016. THIS WILL ALLOW THE CITY TO HOLD ITS FIRST ELECTION USING THE SINGLE MEMBER DISTRICTS BY MAY' 2017 ELECTION. HE ALSO ASKED THAT TWO COUNCIL MEMBERS BE ASSIGNED TO WORK WITH HIM AND HIS GIS COMMITTEE IN THIS PROCESS. HE ALSO DISCUSSED THE VOTING RIGHTS REQUIREMENTS TO AVOID QUESTIONS AND/ OR CONCERNS REGARDING EQUAL RIGHTS. (FOR ALL OTHER SPECIFICS, REQUEST A COPY OF THE TAPE RECORDING) MR. MENDEZ PRESENTATION WAS APPROXIMATELY 40 MINUTES AND HE DID ALLOW A PERIOD FOR QUESTION AND ANSWER. BOTH COUNCIL MEMBER KRENEK AND GILL ADDRESSED A FEW ISSUES WITH MR. MENDEZ.

NO ACTION WAS TAKEN ON THIS ITEM.

III. ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER TRISTAN TO ADJOURN. IT WAS SECONDED BY COUNCIL MEMBER KRENEK. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBER GILL, KRENEK, MURDOCH, RIDGE, AND TRISTAN
NAYS: NONE

MAYOR ROBERTS ANNOUNCED THAT WE ARE ADJOURNED AT 6:51 P.M.

JEFF W. ROBERTS, MAYOR OF THE CITY OF FULSHEAR

ATTEST:

D. (DIANA) GORDON OFFORD, CITY SECRETARY