



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: Aaron Groff

MAYOR PRO-TEM: Kaye Kahlich

COUNCIL MEMBER: Kent Pool

COUNCIL MEMBER: Kevin White

COUNCIL MEMBER: Debra Cates

COUNCIL MEMBER: Lisa Martin

COUNCIL MEMBER: Joel
Patterson

COUNCIL MEMBER: John Kelly

STAFF:

CITY MANAGER: Jack Harper

CITY SECRETARY: Kimberly
Kopecky

CITY ATTORNEY: J. Grady Randle

SPECIAL CITY COUNCIL MEETING

January 19, 2021

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, January 19, 2021 AT 5:30 PM** IN IRENE STERN COMMUNITY CENTER, 6920 KATY FULSHEAR ROAD, FULSHEAR, TEXAS FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

Incidental Meeting Notice: A quorum of the City of Fulshear City Council, Planning and Zoning Commission, City of Fulshear Development Corporation (Type A), Fulshear Development Corporation (Type B), Parks and Recreation Commission, Historic Preservation and Museum Commission, Zoning Board of Adjustment, or any or all of these, may be in attendance at the meeting specified in the foregoing notice, which attendance may constitute a meeting of such governmental body or bodies as defined by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Therefore, in addition to the foregoing notice, notice is hereby given of a meeting of each of the above-named governmental bodies, the date, hour, place, and subject of which is the same as specified in the foregoing notice.

Notice Pertaining to Social Distancing Requirements: In accordance with the Texas Open Meetings Act, Chapter 551, Government Code, this meeting shall be open to the public, except as provided by said Act. However, any members of the public who attend the meeting are individually responsible for complying with any applicable proclamation or order issued by the governor or any local official which may be in effect at the time of the meeting, including but not limited to any restrictions which may require such members of the public to implement social distancing, to minimize social gatherings, or to minimize in-person contact with people who are not in the same household.

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. CITIZEN'S COMMENTS

THIS IS AN OPPORTUNITY FOR CITIZENS TO SPEAK TO COUNCIL RELATING TO AGENDA AND NON-AGENDA ITEMS. SPEAKERS ARE ADVISED THAT COMMENTS CANNOT BE RECEIVED ON MATTERS WHICH ARE THE SUBJECT OF A PUBLIC HEARING ONCE THE HEARING HAS BEEN CLOSED. SPEAKERS ARE REQUIRED TO REGISTER IN ADVANCE AND MUST LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

IV. BUSINESS

- A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2021-502 CONSENTING TO THE CREATION OF FORT BEND MUNICIPAL UTILITY DISTRICT NO. 175**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE HUGGINS ROAD WIDENING AND EXTENSION PROJECT**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, INC., FULSHEAR EQUINE, LLC, MASON EQUEST INVESTMENTS, INC., LOUIS A. WATERS, AND PULTE HOMES OF TEXAS, L.P.**
- D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AMENDMENT TO THE UTILITY AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FULSHEAR INVESTMENTS, INC, FULSHEAR EQUINE, LLC, MASON EQUEST INVESTMENT, INC, LOUIS A. WATERS, AND PULTE HOMES OF TEXAS, LP ON BEHALF OF PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245**
- E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2021-503, CONSENTING TO THE CREATION OF FORT BEND MUNICIPAL UTILITY DISTRICT NO. 245**
- F. DISCUSSION OF CITY OF FULSHEAR 2021 LEGISLATIVE PRIORITIES AND POSSIBLE ACTION ON SAME, INCLUDING BUT NOT LIMITED TO AUTHORIZING THE MAYOR TO EXECUTE ONE OR MORE RESOLUTIONS PERTAINING THERETO**
- G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2021-1337 ADOPTING FLOOD DAMAGE PREVENTION REGULATIONS**

V. ADJOURNMENT

NOTE: IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICE MUST BE MADE AT LEAST 48 BUSINESS HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-346-1796 FOR FURTHER INFORMATION.

I, KIMBERLY KOPECKY, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS WAS POSTED ON THURSDAY, JANUARY 14, 2021 by 5:00 P.M. IN PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

KIMBERLY KOPECKY, CITY SECRETARY

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

AGENDA OF: 1/19/2021 **ITEMS:** IV.A.
DATE 1/9/2021 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2021-502
CONSENTING TO THE CREATION OF FORT BEND MUNICIPAL UTILITY DISTRICT NO. 175

Expenditure Required:

Amount Budgeted: NA

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

TPHTL ROGERS, LLC, a Delaware limited liability company, the "Petitioner", acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Fulshear, Texas (the "City"), for its written consent to the creation of a municipal utility district.

The name of the proposed District shall be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175 (the "District").

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

The District will include 296.0797 acres of land and is in the extraterritorial jurisdiction of the City.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections

A preliminary investigation has been made to determine the cost of the proposed development:

1. Waterworks system, sanitary sewer system, and drainage and storm sewer system projects, approximately \$37,460,000.
2. Road projects, approximately \$22,100,000.
3. Park and recreational facilities, approximately \$2,710,000.
4. The total cost of the proposed District's projects is estimated to be approximately \$62,270,000.

Resolution No. 2021-502 is presented consenting to the creation of the Fort Bend County Municipal Utility District No. 175

RECOMMENDATION

City Council approve Resolution No. 2021-502, consenting to the creation of Fort Bend County Municipal District No. 175

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2021-502 MUD 175	1/11/2021	Cover Memo

RESOLUTION NO. 2021-502

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the Petition for Consent to Creation of a Municipal Utility District ("Petition") of TPHTL Rodgers, LLC, a Delaware limited liability company ("Petitioner"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks the City’s approval of the creation of Fort Bend County Municipal Utility District No. 175 (the “District”) over that certain 296.0797-acre tract of land described therein (the "Land"), the same being wholly located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, section 54.016 of the Texas Water Code and section 42.042 of the Texas Local Government Code provide that land located in the ETJ of the City may not be included in the District unless the City Council of the City of Fulshear, Texas (the "City Council") gives its written consent in accordance with section 54.016 of the Texas Water Code; and

WHEREAS, section 54.016 of the Texas Water Code provides that the City Council may, in its written consent, provide for certain conditions or restrictions on the District; and

WHEREAS, the City Council desires to give its consent to the addition of the Land to the District; and

WHEREAS, the City Council desires to place certain conditions or restrictions on the District in giving such consent;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent to the creation of the District and the inclusion of the Land within the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places the following conditions or restrictions on the District:

- (a) Before commencement of any construction within the District, its directors,

officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District will deliver to the City a final copy of all "as-builts" and the project description in the geographic information system.

Section 4. In no way is this Resolution considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

PASSED, APPROVED, and ADOPTED on the 19th day of January 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

EXHIBIT A

PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR,
TEXAS:

TPHTL ROGERS, LLC, a Delaware limited liability company (herein the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Fulshear, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 296.0797 acres of land, more or less, situated in Fort Bend County, Texas. All of the land proposed to be included within the District is within the extraterritorial jurisdiction of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioner owns fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District.

V.

The Petitioner represents that there are no lienholders on the Land and that there are no residents on the Land.

VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Fort Bend County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned hereby agrees and covenants that if the requested consent to the creation of the District is given, the undersigned will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit B attached hereto and incorporated herein for all purposes.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$37,460,000.

X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$22,100,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$2,710,000.

XII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$62,270,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 4 day of January, 2021.

TPHTL ROGERS, LLC
a ~~Texas~~ DELAWARE limited liability company

By: [Signature]
Name: Collins Pier
Title: V.P.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 4 day of January, 2021 by Collins Pier, vice president of TPHTL ROGERS, LLC, a ~~Texas~~ DELAWARE limited liability company, on behalf of said Texas company.

Lindsey Kucera
Notary Public, State of Texas

(NOTARY SEAL)

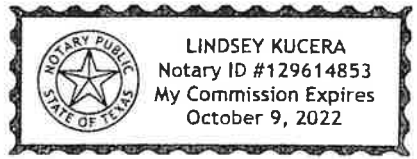


EXHIBIT A

December 10, 2020
Revised December 31, 2020
Job No. LJAS001-2085-3002

DESCRIPTION OF 296.0797 ACRES FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175

Being 296.0797 acres of land located in the C. Fulshear League, Abstract Number 29, Fort Bend County, Texas, and the J. Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 298.0917 acre tract described in the deed to TPHTL Rogers, LLC by an instrument of record in File Number 2020167511 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), save and except that certain called 2.0120 acre tract described in said File Number 2020167511, F.B.C.O.P.R., resulting in a net acreage of 296.0797 acres and being more particularly described by metes and bounds as follows (all bearings referenced to said File Number 2020167511, F.B.C.O.P.R.):

"Fort Bend County Municipal Utility District No. 175
298.0917 acres of land in the John Randon League, Abstract No. 76 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas

A FIELD NOTE DESCRIPTION of 298.0917 acres of land in the John Randon League, Abstract No. 76 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 298.0917 acre tract being the remainder of a 241.258 acre tract of land conveyed to Rogers Road Investors, LP, as recorded in Fort Bend County Clerk's File No. 2009066602 and being all of a 56.84 acre tract of land conveyed to Rogers Road Investments, LP, as recorded in Fort Bend County Clerk's File No. 2012014316; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a mag nail in asphalt found in the centerline of Rogers Road for the northeast corner of a 14.76 acre tract of land conveyed to Derrick N. Mee, Jr., and wife Melissa S. Mee, as recorded in Fort Bend County Clerk's File No. 2010060523, for the northwest corner of said 241.258 acre tract and for the northwest corner of this tract;

THENCE, North $87^{\circ} 38' 27''$ East with a line in said Rogers Road being the north line of said John Randon League, at a distance of 1,463.33 feet (called 1,463.39 feet) pass a tone in asphalt found for the northeast corner of said 241.258 acre tract, continuing with the north line of said Churchill Fulshear League, at a distance of 2,229.89 feet pass a mag nail with shiner in asphalt found and continuing with the north line of said Churchill Fulshear League for a total distance of 3,160.87 feet to a cotton picker spindle found in the southwest right-of-way line of F.M. 359 (100 feet wide) for the northeast corner of said 56.84 acre tract and for the northeast corner of this tract;

THENCE, in a southeasterly direction with the southwest right-of-way line of said F.M. 359 and with a curve to the left having a radius of 1,960.08 feet, at a distance of 38.61 feet along said curve pass a 5/8-inch iron rod with cap stamped "1535 4035" and continuing with said curve for a total length of 403.53 feet (called 403.52 feet), a central angle of $11^{\circ} 47' 45''$ (called $11^{\circ} 47' 44''$), and a chord bearing South $43^{\circ} 58' 51''$ East — 402.82 feet (called South $41^{\circ} 38' 20''$ East — 402.81 feet) to a point for an east corner of this tract;

THENCE, South $37^{\circ} 41' 19''$ West — 161.02 feet (called South $40^{\circ} 02' 27''$ West — 161.10 feet) with the centerline of a 30 foot wide State of Texas drainage easement, as recorded in Volume 264, Page 529 of the Fort Bend County Deed Records to an angle point of this tract;

THENCE, South $28^{\circ} 11' 19''$ West — 313.87 feet (called South $30^{\circ} 32' 27''$ West — 313.87 feet) with said drainage easement to an angle point of this tract;

THENCE, South $18^{\circ} 01' 19''$ West — 132.45 feet (called South $20^{\circ} 22' 27''$ West — 132.45 feet) with said drainage easement to an angle point of this tract;

THENCE, South $32^{\circ} 21' 19''$ West — 181.42 feet (called South $34^{\circ} 42' 27''$ West — 181.42 feet) with said drainage easement to a 5/8-inch iron rod with cap stamped "1535 4035" found for an angle point of this tract;

THENCE, South 55° 11' 42" West — 281.75 feet (called South 57° 32' 27" West — 281.40 feet) with said drainage easement to a 5/8-inch iron rod with cap stamped "1535 4035" found for an angle point of this tract;

THENCE, South 61° 54' 02" West — 961.83 feet (called South 64° 15' 14" West — 959.59 feet) with the southeast line of said 56.84 acre tract to a 5/8-inch iron rod with cap stamped "1535 4035" found for an interior corner of this tract;

THENCE, South 00° 07' 23" West — 351.94 feet (called South 02° 51' 42" West — 353.14 feet) with the east line of said 56.84 acre tract to a point in a 6-inch tree for a southeast corner of this tract;

THENCE, South 46° 52' 46" West — 73.17 feet (called South 49° 08' 23" West — 73.10 feet) with the southeast line of said 56.84 acre tract to a 5/8-inch iron rod with cap stamped "1535 4035" found for a southeast corner of this tract;

THENCE, South 87° 38' 26" West — 380.18 feet (called West — 380.05 feet) with a south line of said 56.84 acre tract to a 5/8-inch iron rod with cap stamped "1535 4035" found for an interior corner of this tract;

THENCE, South 02° 17' 27" East — 2,599.17 feet with the west line of a 105.365 acre tract of land conveyed to Louis A. Waters, as recorded in Fort Bend County Clerk's File No. 9573102 and with the east line of said 241.258 acre tract to a 5/8-inch iron rod found for a southeast corner of this tract;

THENCE, South 46° 50' 21" West — 802.78 feet (called South 49° 07' 11" West — 803.10 feet) with the northwest line of a 76.694 acre tract of land conveyed to Fulshear Equine, LLC, as recorded in Fort Bend County Clerk's File No. 2008115119 and with the southeast line of said 241.258 acre tract to a 1/2-inch iron pipe found for an interior corner of this tract, as called for in deed recorded in Fort Bend County Clerk's File No. 9712148 and in Fort Bend County Clerk's File No. 2009066602; from which a 1-inch iron pipe found bears South 57° 07' 25" West — 5.49 feet;

THENCE, South 02° 18' 52" East (called South 00° 00' 27" East) with the west line of said 76.694 acre tract and with the east line of said 241.258 acre tract, at a distance of 1,195.32 feet pass a 5/8-inch iron rod with cap stamped "T.E.A.M." set and continuing for a total distance of 1,295.32 feet (called 1,306.85 feet) to a point in the centerline of Fulshear Creek for a southeast corner of this tract;

THENCE, the following seven courses and distances with the centerline of said Fulshear Creek;

- 1.) North 71° 39' 37" West — 171.91 feet;
- 2.) South 83° 54' 32" West — 428.71 feet;
- 3.) South 62° 06' 12" West — 233.18 feet;
- 4.) South 47° 26' 18" West — 245.90 feet;
- 5.) South 66° 44' 39" West — 152.66 feet;
- 6.) North 57° 47' 09" West — 215.73 feet;
- 7.) North 63° 18' 10" West — 298.06 feet to a point for the southwest corner of this tract;

THENCE, North 02° 18' 54" West (called North 00° 00' 56" West) with the east line of a 411.052 acre tract of land conveyed to Fulshear Lakes, Ltd., as recorded in Fort Bend County Clerk's File No. 2014007854 and with the west line of said 241.258 acre tract, at a distance of 100.00 feet pass a 5/8-inch iron rod with cap stamped "T.E.A.M." set and continuing for a total distance of 2,896.71 feet (called 2,899.90 feet) to a 1/2-inch iron pipe found for a northwest corner of this tract;

THENCE, North 88° 10' 46" East — 129.10 feet (called South 89° 19' 22" East — 129.23 feet) with the south line of a 58.96 acre tract of land conveyed to Nigel Stuart Patterson and wife, Jo-Anne Patterson, as recorded in Fort Bend County Clerk's File No. 2009110810 to a 1/2-inch iron pipe found for an angle point;

THENCE, North 88° 02' 10" East — 576.39 feet (called South 89° 43' 17" East — 576.00 feet) with the south line of said 14.76 acre tract to a 1/2-inch iron pipe found for an interior corner of this tract; from which a 1-inch iron pipe found bears North 48° 17' 11" East — 0.75 feet;

THENCE, North 01° 51' 47" West — 753.13 feet (called North 00° 25' 50" East — 753.13 feet) with the east line of said 14.76 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for an angle point of this tract;

THENCE, North 02° 10' 22" West — 1,053.83 feet (called North 00° 01' 34" East — 1,053.89 feet) with the east line of said 14.76 acre tract to a 1/2-inch iron pipe found for an angle point of this tract;

THENCE, North 02° 19' 39" West with the east line of said 14.76 acre tract, at a distance of 1,638.35 feet pass a 3/4-inch iron pipe found in the south right-of-way line of said Rogers Road and continuing for a total distance of 1,670.54 feet to the POINT OF BEGINNING and containing 298.0917 acres with 2.3057 acres being within the right-of-way of Rogers Road and save and except the following 2.0120 acre tract of land, leaving a net area of 293.7740 acres.

Save and Except Tract

2.0120 acres of land in the John Randon League, Abstract No. 76, Fort Bend County, Texas

A FIELD NOTE DESCRIPTION of 2.0120 acres (87,641 square feet) of land in the John Randon League, Abstract No. 76, Fort Bend County, Texas; said 2.0120 acre tract being that same tract of land conveyed to Nicole Pope, as recorded in Fort Bend County Clerk's File No. 2010113777; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a mag nail in asphalt found in the right-of-way of Rogers Road for the northeast corner of a 14.76 acre tract of land conveyed to Derrick N. Mee, Jr., and wife Melissa S. Mee, as recorded in Fort Bend County Clerk's File No. 2010060523 and for the northwest corner of a 241.258 acre tract of land conveyed to Rogers Road Investors, LP, as recorded in Fort Bend County Clerk's File No. 2009066602;

THENCE, South 02° 19' 39" East, at a distance of 32.19 feet pass a 3/4-inch iron pipe found in the south right-of-way line of said Rogers Road and continuing with the east line of said 14.76 acre tract and with the west line of said 241.258 acre tract for a total distance of 731.97 feet to a point for corner;

THENCE, North 87° 45' 31" East — 11.95 feet to a 5/8-inch iron rod with cap stamped "Universal Ensco" found for northwest corner and POINT OF BEGINNING of this tract;

THENCE, North 87° 45' 31" East — 250.76 feet (called North 87° 45' 53" East — 250.01 feet) to a 5/8-inch iron rod with cap stamped "Universal Ensco" found for the northeast corner of this tract;

THENCE, South 01° 36' 03" East — 350.01 feet (called South 01° 41' 24" East — 350.01 feet) to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of this tract;

THENCE, South 87° 44' 29" West — 250.01 feet (called South 87° 45' 53" West — 250.01 feet) to a 5/8-inch iron rod with cap stamped "Universal Ensco" found for the southwest corner of this tract;

THENCE, North 01° 43' 26" West — 350.08 feet (called North 01° 41' 24" West — 350.01 feet) to the POINT OF BEGINNING and containing 2.0120 acres (87,641 square feet) of land."

The above described 298.0917 Acres, SAVE AND EXCEPT the above described 2.0120 Acres results in a net acreage of 296.0797 Acres.

Note: This document was prepared under 22 TAC § 663.21, does not reflect the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Corner monuments were not set at the client's request.



A.G.F. 12/31/2020

LJA Surveying, Inc.
12/10/2020 – Revised per client's comments
12/31/2020 – Revised per client's comments

Exhibit B

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Fulshear, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District, upon request by the City, will deliver to the City a final copy of all "as-builts" and the project description in the geographic information systems.

(c) The District shall provide the City Manager of the City with reasonable notice of all meetings of its governing Board of Directors by e-mailing to the City Manager a copy of each notice and agenda of each such meeting held by the District. In addition, the District shall provide the City Manager with a copy of all minutes of such meetings.

(d) On an annual basis, the District shall file with the City Secretary and City Manager of the City a copy of its annual audit report.

(e) The District agrees not to annex additional land (outside of the total approved and consented acreage contained in the consent resolution or ordinance to which this exhibit is attached) into the District without written consent from the City.

(f) In accordance with Local Government Code Chapter 212, the City will review and approve all plats.

(g) The District may not provide permanent water or wastewater service outside the boundaries of the District without written authorization from the City and will not enter into an agreement with another district or municipality to receive permanent water or wastewater services without the prior written authorization from the City. For purposes of this paragraph (g), water or wastewater services are considered permanent if they are provided or received for three (3) or more years.

(h) The developer(s) of any land located in the City's extraterritorial jurisdiction will enter into a development agreement with the City.



P.O.B. 298.0917 AC.
P.O.C. 2.0120 AC.

ROGERS ROAD

N87°38'37"E 3160.87'

CE. F.M. 359

P.O.B. 2,0120 AC.

NICKIE POPE
2.01 ACRES
FILE NO. 201813777
F.B.C.O.P.R.

SAVE & EXCEPT
2,0120 ACRES

CALLLED 298,0917 ACRES
SAVE & EXCEPT
A CALLED 2,0120 ACRES
296.0797 ACRES NET

MASON EQUUS INVESTMENTS, INC
REMAINDER OF 59.477 ACRES
VOL. 2569, PD. 506
F.B.C.O.R.

NIGEL STUART PATTERSON AND WIFE,
JO-ANNE PATTERSON
58.96 ACRES
FILE NO. 200810010
F.B.C.O.P.R.

STEVEN J. VON HOE AND
WIFE, LADONIA S. VON HOE
14.75 ACRES
FILE NO. 201013076
F.B.C.O.P.R.

DERRICK H. MEE, JR. AND
WIFE, LADONIA S. MEE
14.75 ACRES
FILE NO. 201013076
F.B.C.O.P.R.

LOUIS A. WATERS
105.365 ACRES
FILE NO. 9573102
F.B.C.O.P.R.

FULSHEAR LAKES, LTD
411.052 ACRES
FILE NO. 2014007854
F.B.C.O.P.R.

FULSHEAR EQUINE, LLC
76.694 ACRES
FILE NO. 2008115419
FILE NO. 9712148
F.B.C.O.P.R.

ELIZABETH CHOY ESSER-ARNOLD
EAST HALF OF 58.139 ACRES
FILE NO. 2013051908
F.B.C.O.P.R.

FULSHEAR EQUINE, LLC
76.694 ACRES
FILE NO. 2008115419
F.B.C.O.P.R.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this _____ day of _____, 2020.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this _____ day of _____, 2020.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this _____ day of _____, 2020.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this _____ day of _____, 2020.

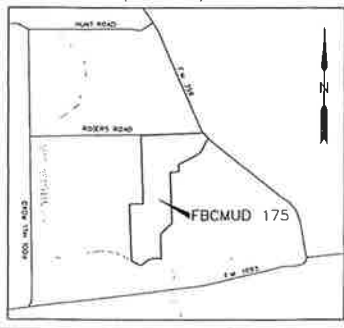
STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this _____ day of _____, 2020.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office on this _____ day of _____, 2020.

Handwritten signature



VICINITY MAP
(NOT TO SCALE)



Line #	Bearing	Length	Line #	Bearing	Length
11	S87°41'18"W	191.92	132	S87°26'19"W	245.90
12	S29°11'18"W	313.87	133	S87°14'19"W	752.96
13	S18°30'19"W	139.43	134	N52°47'09"W	213.72
14	S82°31'09"W	186.49	135	N42°18'19"W	288.02
15	S13°14'47"W	281.95	136	N84°18'49"E	134.10
16	S00°37'22"W	134.34	137	S47°14'36"E	791.87
17	S47°52'48"W	75.17	138	S87°43'21"W	114.67
18	S47°38'29"W	389.19	139	N47°43'19"E	264.74
19	N71°28'17"W	171.81	140	S21°18'12"E	308.89
116	S87°54'17"W	428.71	141	S87°14'27"W	228.81
117	S47°46'17"W	233.18	142	N43°40'29"W	284.96

Entity	Ac. Cont.	Block	File No.	Order	Cont. Bearing	Cont. Distance
CR	46153	180658	177402	547	S87°57'31"E	461.81

**EXHIBIT OF
FORT BEND COUNTY
MUNICIPAL UTILITY
DISTRICT NO. 175
IN THE
J. RANDON LEAGUE, A-76 AND
THE C. FULSHEAR LEAGUE A-29
FORT BEND COUNTY, TEXAS**

LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175 CREATION REPORT

Acresage: 296.083

VICINITY EXHIBIT

CITY OF FULSHEAR ETJ
LAMAR CONS U.S.D.

FORT BEND COUNTY DRAINAGE DISTRICT

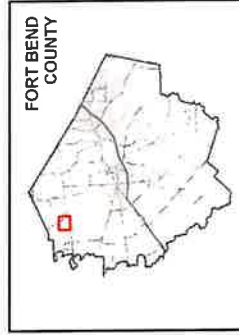
DECEMBER 2020

LEGEND

-  MUD BOUNDARY
-  MAJOR THOROUGHFARE PLAN
-  CITY LIMITS AND ETJ
-  CCN SEWER BOUNDARIES*
-  CCN WATER BOUNDARIES*

*DATA SOURCE: MUDS - FRACAD AND TCEQ; CCNS - PUC, WTP - FORT BEND COUNTY; CITY OF FULSHEAR LIMITS AND ETJ - FORT BEND COUNTY ENGINEERING AND CITY OF FULSHEAR & BEING COUNTY TECHNOLOGY; CITY OF FULSHEAR ETJ - FORT BEND COUNTY ENGINEERING

*CCN BOUNDARIES FROM OFFICIAL DATA RELEASE ARE OF TEN SHIFTED FROM ACTUAL BOUNDARY.

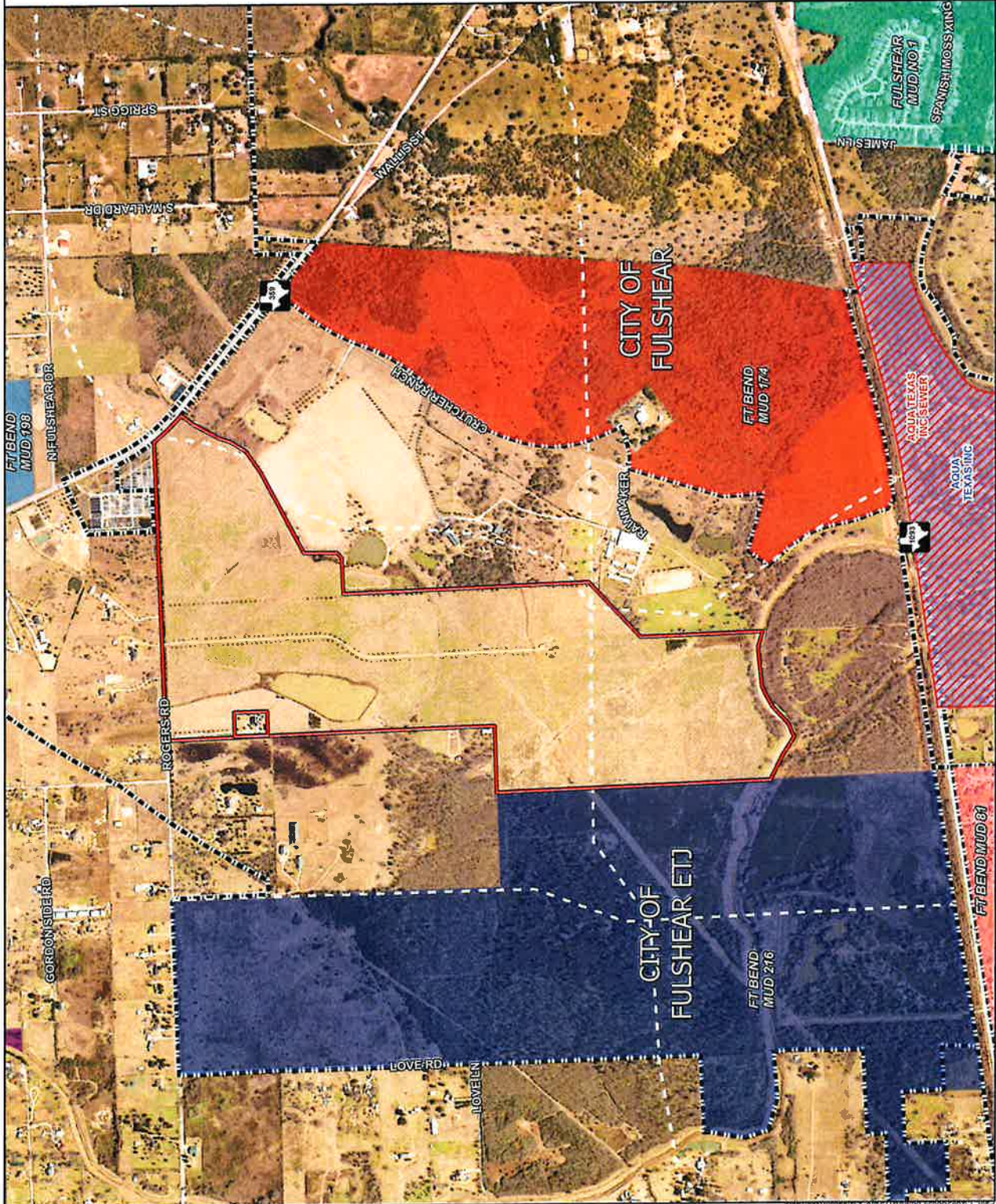


AERIAL PHOTOGRAPH DATE: HEARMAP 2020, HGAC 2019

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



1400 W. Main Street, Houston, Texas 77056
Phone: 281.935.1200 FAX: 281.935.1201
LIA ENGINEERING



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

AGENDA OF:	1/19/2021	ITEMS:	IV.B.
DATE SUBMITTED:	1/6/2021	DEPARTMENT:	Public Works
PREPARED BY:	Sharon Valiante, Public Works Director	PRESENTER:	Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FORT BEND COUNTY FOR THE HUGGINS ROAD WIDENING AND EXTENSION PROJECT

Expenditure Required: TBD; excess of \$4.5M Dollars allocated by Fort Bend County

Amount Budgeted: \$525,000 current FY 21 CIP; \$525,000 in FY 20 CIP

Funding Account: 300-000-5832-02

Additional Appropriation Required: \$525,000 in future CIP Years

Funding Account: 300-000-5832-02

EXECUTIVE SUMMARY

In Fiscal Year (FY) 2016-2017 City Council approved a Capital Improvement Plan (CIP) item for right-of-way acquisitions for a project that is proposed for construction regarding the widening of Katy Fulshear north of FM 1093 to Huggins Rd, and the extension/widening of Huggins Rd to the west to FM 359. Since then, the project is now composed of the widening of Huggins Rd from Katy Fulshear to FM 359. The project is proposed to be a coordinated effort between Fort Bend County Commissioner Andy Meyers' office/Fort Bend County Engineering Department (County) and the City of Fulshear (City).

As the scope of the project has developed over the years, there has always been the understanding that the County would design and construct the Project. The City would acquire right of way needed to construct the Project.

The Project is underway with right of way acquisition and design. The agreement to formally set out the responsibilities for each party is now ready for consideration and approval.

The Agreement, an Interlocal (ILA), between the County and the City is presented for consideration. A brief summary of the ILA is as follows:

1. Project = three-lane concrete roadway with future expansion capabilities; open ditch roadside drainage to allow for detention within the ditch
2. Eligible Project Costs = roadway improvements; drainage facilities, utility and pipeline conflicts, approved traffic control devices, sidewalks (max 5' width), engineering design, plans, specifications
3. Project Costs, if incorporated, not eligible for County funds = extension of utilities, design and construction costs for landscaping, irrigation, lighting, hike and bike trails, oversize of water and wastewater and drainage utilities.
4. County's funding commitment = \$4.5M
5. County will design and construct
6. City will have opportunity to review plans
7. County to bid and award contract for construction
8. County will manage Project
9. County will complete a full accounting of project costs and furnish to City w/in 90 days of Project completion

- 10 City will provide construction details
- 11 City will acquire all right of way
- 12. City will initiate annual payments w/in 60 days for the FY (OCT 1st) following the County's full accounting
- 13. City will reimburse any project costs in excess of \$4.5M over a 7 year period with interest
- 14. City will accept project and provide mowing and route maintenance during the initial one-year warranty period
- 15. City will accept for for ownership and maintenance after the one-year warranty period.

At this time the estimated costs in excess of the \$4.5M and any costs not considered as eligible are being determined.

Staff and Legal have reviewed the ILA

RECOMMENDATION

Approve the Interlocal Agreement between Fort Bend County and the City of Fulshear for the County-Managed Road Construction Project 13313 Huggins Dr.

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Agreement Huggins Rd	1/7/2021	Exhibit
Exhibit Map Location	1/7/2021	Exhibit
Exhibit ROW Alignment	1/7/2021	Exhibit

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR COUNTY-MANAGED ROAD CONSTRUCTION PROJECTS
13313 HUGGINS DRIVE**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Fulshear, a municipal corporation and home-rule city of the State of Texas, situated in Fort Bend County, acting by and through its City Council, (“City”), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“County”). City and County may be referred to herein individually as a “Party” and collectively as the “the Parties.”

RECITALS

WHEREAS, the County is authorized to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities that are funded in part by the state or federal government; and

WHEREAS, the Project, hereinafter defined and contemplated in this Agreement is the construction of roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

AGREEMENT

Section 1. Purpose

The purpose of this Agreement is to outline the funding obligations related to the proposed improvements to Huggins Drive in the City of Fulshear, Texas.

Section 2. Definitions

- A. **City** means the City of Fulshear, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means improvements to Huggins Drive including the construction of a three-lane concrete roadway from FM 359 (Main Street) to Katy Fulshear Road with open ditch drainage designed to allow for future widening; extension of the City utilities; and underground drainage/detention.
- D. **Eligible Project Costs** means costs, as determined by County in its sole discretion, for construction of roadway improvements, Project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5') wide. Eligible Project Costs shall include costs for engineering design and services related to the completion of Plans, Specifications and Estimates ("PS&E") and construction related services for such roadway improvements. Eligible Project Costs shall exclude the extension of the City's utilities, design and construction costs related to landscaping, irrigation, lighting, hike and bike trails, oversizing of water, and wastewater.

Section 3. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 4. County Rights and Obligations

- A. The County agrees to advance funding for Eligible Project Costs up to a maximum of \$4,500,000 to the City to facilitate early completion of the Project. The County may, in its sole discretion, advance funding to the City for Eligible Project Costs in excess of \$4,500,000 to be reimbursed by the City with interest calculated at a 3.51% annual rate. The County's maximum contribution to the Project after reimbursement by the City shall not exceed \$4,500,000.
- B. The County is responsible for completing the design and overseeing the construction of the Project in compliance with the applicable state and federal laws related to the Project. This responsibility shall include the management of the relocation of utilities, including gas, overhead power and telecommunications, and entering into a contract for engineering design and construction project phase services, inspections, and materials testing.
- C. The County will submit the plans for the Project to the City for review and comment to ensure the Project is designed in accordance with the current City design standards applicable to roadways, utilities, and drainage, as identified by the City prior to

County proceeding with design of the Project.

D. The County shall competitively bid and construct the Project in accordance with approved plans and specifications. Prior to the award of the contract for construction of the Project by the County, the County will consider written comments provided by the City related to the low bidder for the Project.

E. During the work on the Project, the County shall provide the City the opportunity to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. The County, with input from the City, shall oversee the construction and completion of the Project. Any deficiencies brought to the attention of County by the City shall be promptly addressed by the County. If the County Engineer determines that the deficiencies are actionable under the terms of the construction contract, the County will work with the construction contractor to correct any City identified deficiencies. Notwithstanding the foregoing, all final decisions related to the construction contract performance shall be at the County's sole discretion.

F. The County shall submit reports to the City describing in sufficient detail the progress of the Project. These reports shall be submitted to the City at increments agreed to between the parties as appropriate for the various phases of the Project. Reports received by the County from its contractor and/or consultants under construction contracts detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed such reports and confirmed accuracy of the reports.

G. The County may elect to forgo construction of the Project at any time prior to award of the construction contract. The County shall provide written notice to the City of its decision to forgo construction, refund all amounts provided by City, and provide the PS&E to the City for the City's construction of the Project upon sixty (60) days of said notice to the City.

H. Upon completion of construction of the Project, but no later than ninety (90) calendar days after final payments to all vendors, the County will furnish the City with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project. The City may review the County's records regarding this Project to confirm the accuracy of the full accounting.

Section 5. City Rights and Obligations

A. Within thirty (30) calendar days of the execution of this Agreement, the City shall provide the required construction details, design standards and technical specifications applicable to roadways and drainage in which the Project should be designed to meet. Prior to the County initiating final design of the Project, the City shall provide the County Engineer with written approval of the preliminary engineering report. Upon transmittal of the construction plans by the County, the City shall review and comment on the County's construction plans within two (2) weeks of receipt by the City. All project design and construction comments shall be directed to the County Engineer or his designated representative for dissemination to the County's contractors, consultants and employees.

B. Promptly after bids are received and prior to the award of the construction contract, the City shall provide any pertinent information in writing to the County related to the award of the construction contract for the Project by the County in accordance with Subchapter C, Chapter 262 of the Texas Local Government Code, (the "County Purchasing Act"), consistent with Section 4. D., above.

C. During the work on the Project, City shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. Any deficiencies shall be provided in writing to the County Engineer. The City agrees that the County is the contracted party and the City shall not provide any direction to the consultant or the contractor, except with concurrence of the County Engineer.

D. The City shall be responsible for the acquisition of any and all parcels necessary for construction of the Project as determined by the PS&E. The City will make available for the Project, all right of way, easements and parcels acquired in the vicinity of and necessary for the Project owned, acquired and or controlled by the City at no cost to the County.

E. The City will pay the incremental cost of extending or upsizing water, wastewater, and drainage facilities. Such incremental cost is to be determined by an alternate bid based on different sizes of the water, wastewater, and drainage facilities. The City shall provide written confirmation of the scope of enhancements and improvements determined not to be Eligible Project Costs as defined in this Agreement that are requested by the City to be included in the Project.

F. The City shall transfer one hundred percent (100%) of the developer's contribution for costs of the Project from Katy Fulshear to Charger Way.

G. Within sixty (60) days of the beginning of the fiscal year (October 1st) following the County's issuance of the full accounting pursuant to Section 4. H. above, the City shall initiate annual payments to the County to reimburse the County any funds advanced for costs determined not to be Eligible Project Costs, and any funds advanced in excess of \$4,500,000, plus interest calculated at a 3.51% annual rate, in accordance with Section 4. The City agrees to reimburse the County such amount with interest within seven (7) years of its initial payment to the County.

H. Upon completion of the construction of the Project, the City agrees to perform an initial acceptance of the Project to provide mowing and routine (non-warranty) maintenance necessary for the Project for a period of one (1) year. Prior to the expiration of such one (1) year period, the City shall make a final acceptance of the Project into its maintenance system, including roadway, water, sewer, detention basins, drainage easements, and drainage improvements for continued operation and maintenance by the City.

Section 6. Liability

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

Section 7. Maintenance

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

Section 8. Limit of Appropriation

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of \$4,500,000, with a total County contribution not to exceed \$4,500,000 after reimbursement by the City for the County's advance of certain Eligible Project Costs pursuant to Section 4. A, and any amounts in excess of that amount for Project enhancements and improvements as determined in Section 5.E, specifically allocated to fully discharge any and all liabilities that may be incurred by the City for the Project.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the County may contribute to the Project and the total maximum amount that the County will be obligated to spend on the Project will not under condition, circumstance or interpretation hereof exceed the estimated amount of \$4,500,000 for Eligible Project Costs, after all reimbursement payments are made by the City in accordance with Section 5. G. above.

C. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

Section 9. Fair Compensation

The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.

Section 10. Funding

The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's sole and exclusive remedy shall be to terminate this Agreement.

Section 11. No Joint Enterprise

The Agreement is not intended to, and shall not be construed to, create any joint enterprise between the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City and shall have dominant control over the project contemplated by this Agreement.

Section 12. Supervision and Administration

Pursuant to Texas Government Code §791.013, the Parties may create an administrative agency, designate a local government, or contract with a qualified tax -exempt organization to supervise the performance of this Agreement.

Section 13. Alternative Dispute Resolution

Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.

Section 14. Public Information

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

Section 15. No Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

Section 16. No Indemnification by City or County

The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

Section 17. Sovereign Immunity Acknowledged and Retained.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

Section 18. Insurance Requirements

County agrees that it will require Contractor's insurance policies name City as well as County as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

Section 19. Assignment

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

Section 20. No Third Party Beneficiaries

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 21. Notices

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
City:	City of Fulshear, Texas Attn: City Manager P.O. Box 279 Fulshear, Texas 77441
With a copy to:	Grady Randle, Fulshear City Attorney 820 Gessner, Suite 1570 Houston, Texas 77024

Section 22. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 23. Execution

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, remain in effect until September 30, 2029 or until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled, whichever is sooner.

FORT BEND COUNTY, TEXAS

CITY OF FULSHEAR, TEXAS

KP George, County Judge

Aaron Groff, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Laura Richard, County Clerk

Kimberly Kopecky, City Secretary

APPROVED:

J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

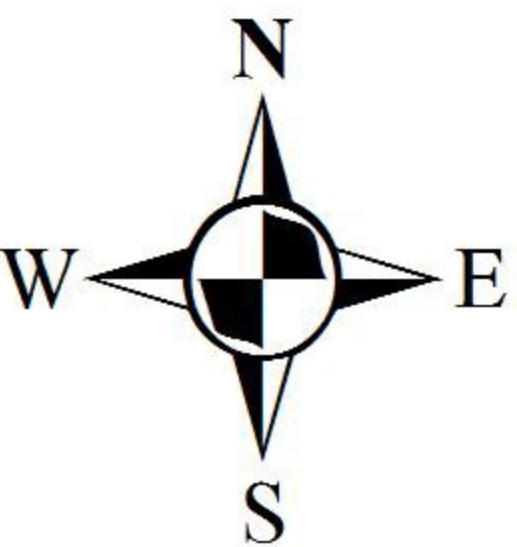
I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor



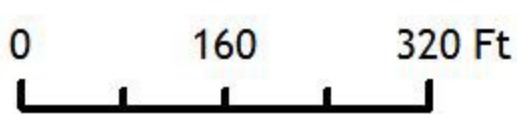
Mobility Projects

Fort Bend County - Engineering 2016



Legend

Projects

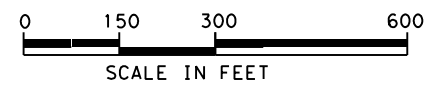
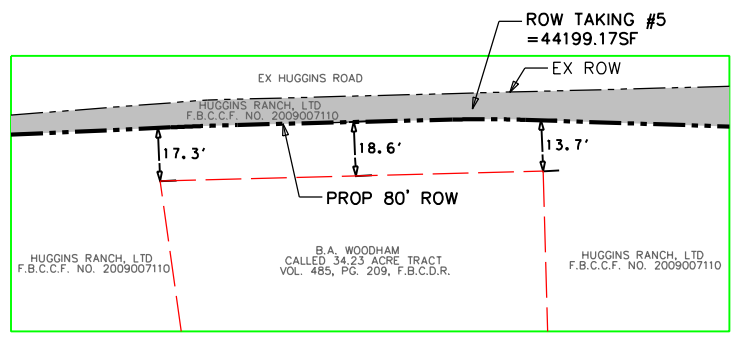


LEGAL DISCLAIMER
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Project 13313 - Huggins Road

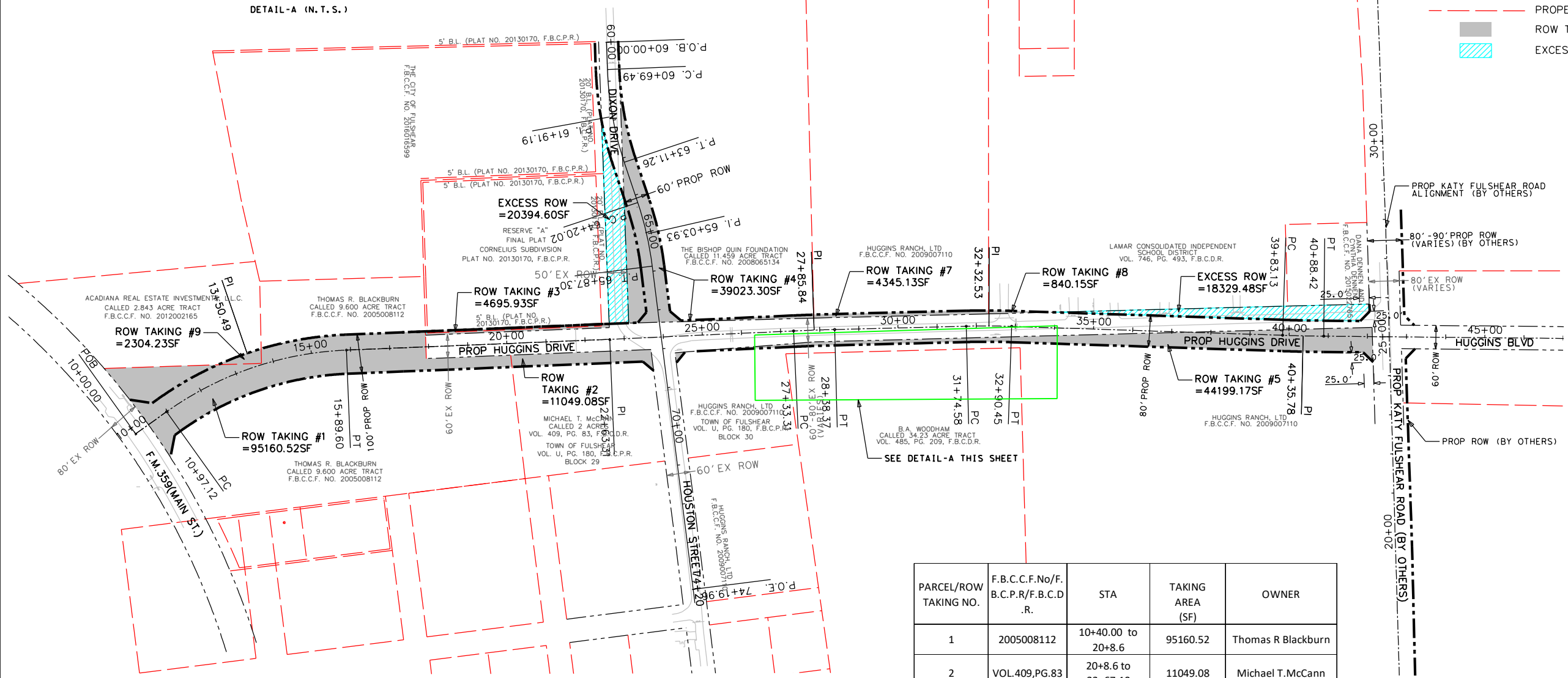
FBC GIS



LEGEND:

- EX R.O.W.
- PROP R.O.W.
- ALIGNMENT LINE
- PROPERTY BOUNDARY
- █ ROW TAKING AREA
- █ EXCESS ROW AREA

WARNING:
OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES, IN THE VICINITY OF THE PROJECT, PRIOR TO BEGINNING CONSTRUCTION.



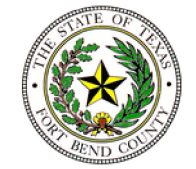
PARCEL/ROW TAKING NO.	F.B.C.C.F.No/F.B.C.P.R/F.B.C.D.R.	STA	TAKING AREA (SF)	OWNER
1	2005008112	10+40.00 to 20+8.6	95160.52	Thomas R Blackburn
2	VOL.409,PG.83	20+8.6 to 23+67.10	11049.08	Michael T.McCann
3	20130170	17+93.20 to 22+63.31	4695.93	Reserve A Final Plat Cornelius Subdivision
4	2008065134	23+13.53 to 27+85.584	39023.30	The Bishop Quin Foundation
5	2009007110	24+28.19 to 42+12.54	44199.17	Huggins Ranch
7	2009007110	27+85.84 to 32+32.53	4345.13	Huggins Ranch
8	VOL.746,PG.49 3	32+32.53 to 34+00	840.15	Lamar Independent School
9	2012002165	12+64.62 to 13+80	2304.23	Acadiana Real Estate Investments, L.L.C.

No.	DATE	REVISION	NAME

PRELIMINARY
SUJEETH DRAKSHARAM
TX REG 83251
FOR REVIEW ONLY
NOT FOR BIDDING
PERMITS OR
CONSTRUCTION
XX XX, XXXX

SIRRUS
ENGINEERS, INC.
3100 TIMMONS LN. SUITE 500
HOUSTON, TX 77027
TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
ENGINEERING DEPARTMENT



PROJECT TITLE: HUGGINS ROAD FROM FM 359 TO KATY FULSHEAR ROAD

DESIGNED/DRAWN BY: SHEET DESCRIPTION:
R.O.W. TAKING EXHIBIT
CHECKED BY: HUGGINS DR - 100' ROW

SCALE:
H: 1" = 300'
DATE: 11/20/2017 APPROVED BY:

SHT NO:
1 / xx

\$DATE\$ \$TIME\$ \$FILES\$

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

AGENDA OF: 1/19/2021

ITEMS: IV.C.

**DATE
SUBMITTED:** 1/11/2021

DEPARTMENT: Building Services

PREPARED BY: ZACH GOODLANDER

PRESENTER: ZACH GOODLANDER

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, INC., FULSHEAR EQUINE, LLC, MASON EQUEST INVESTMENTS, INC., LOUIS A. WATERS, AND PULTE HOMES OF TEXAS, L.P.

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

RECOMMENDATION

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

AGENDA OF: 1/19/2021 **ITEMS:** IV.D.
DATE 1/7/2021 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AMENDMENT TO THE UTILITY AGREEMENT BETWEEN THE CITY OF FULSHEAR AND FULSHEAR INVESTMENTS, INC, FULSHEAR EQUINE, LLC, MASON EQUEST INVESTMENT, INC, LOUIS A. WATERS, AND PULTE HOMES OF TEXAS, LP ON BEHALF OF PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City of Fulshear entered into a Utility Agreement with Fulshear Equine, LLC, Fulshear Investments, Inc., Mason Equest Investment, and Louis A Waters (collectively know as "Landowners") dated January 5, 2016. This agreement was amended on July 16, 2019 to incorporate items related to the utility system development to serve the tract and to provide for a utility easement for construction of those system improvements.

The second amendment presented here is to add Pulte Homes of Texas, L.P. to the agreement and to provide for creation of an "in-city" Municipal Utility District, Fort Bend MUD 245. The initial agreement provided for the land to be annexed into an existing MUD 174.

The amendment also has a provision for the agreement to terminate in the event Pulte does not close on the purchase on any portion of the Pulte Tract.

Staff and legal reviewed the proposed amendment

RECOMMENDATION

Council approve the Second Amendment to the Utility Agreement between the City of Fulshear and Fulshear Equine, LLC, Fulshear Investments, Inc., Mason Equest Investment, and Louis A Waters, and Pulte Homes of Texas, L.P. on behalf of the proposed Fort Bend County Municipal Utility District No 245.

ATTACHMENTS:

Description	Upload Date	Type
2nd Amend UA Waters.Pulte MUD 245	1/13/2021	Exhibit
Tract A Waters & Pulte	1/7/2021	Backup Material

SECOND AMENDMENT TO UTILITY AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS,
FULSHEAR INVESTMENTS, INC., FULSHEAR EQUINE, LLC,
MASON EQUEST INVESTMENT, INC., LOUIS A. WATERS,
AND PULTE HOMES OF TEXAS, L.P. ON BEHALF OF
PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245

This Second Amendment to Utility Agreement (this "Amendment") is made and entered into as of the 19th day of January, 2021 (the "Effective Date"), by THE CITY OF FULSHEAR, TEXAS (the "City"), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Fulshear, Texas; FULSHEAR INVESTMENTS, INC., a Texas corporation ("Fulshear Investments"); FULSHEAR EQUINE, LLC, a Texas limited liability company ("Fulshear Equine"); MASON EQUEST INVESTMENT, INC., a Texas corporation ("Mason"); and LOUIS A. WATERS ("Waters") (Fulshear Investments, Fulshear Equine, Mason, and Waters are collectively referred to herein as "Landowners"); and PULTE HOMES OF TEXAS, L.P., a Texas limited partnership ("Pulte") on behalf of proposed Fort Bend County Municipal Utility District No. 245 (the "District").

RECITALS

Landowners own approximately 310.426 acres of land in Fort Bend County, Texas, described by metes and bounds in Exhibit A (the "Property"), and the City and Landowners entered into a Utility Agreement dated as of January 5, 2016, as amended by that certain First Amendment to Utility Agreement dated as of July 16, 2019 (as amended, the "Agreement").

Landowners have entered into a contract with Pulte for the purchase of approximately 234.839 acres of the Property, described by metes and bounds in Exhibit A-1 (the "Pulte Tract").

The Agreement contemplates that the Property will be annexed into Fort Bend County Municipal Utility District No. 174, but Pulte intends to create Fort Bend County Municipal Utility District No. 245 (the "District") for the purpose of furnishing water, sanitary sewer, drainage services, roads, and park and recreational facilities to the area within its boundaries. The District will eventually contain all of the Property.

The City and Landowners desire to amend the Agreement and include Pulte as a party to the Agreement, subject to Pulte closing on the purchase of a portion of the Property.

The City is authorized to enter into this Amendment pursuant to Section 212.172 of the Texas Local Government Code and the City of Fulshear Home Rule Charter. The

City, Landowners, and Pulte are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, Landowners, and Pulte agree as follows:

1. Pulte shall be added as a party to the Agreement, and the following definitions as set forth in Section 1.01 of the Agreement are deleted and replaced with the following:

Developer means Landowners, Pulte, and any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 8.04 of the Development Agreement.

Development Agreement means the Development Agreement dated as of January 5, 2016, between the City and Landowners, as same may be amended from time to time.

District means Fort Bend County Municipal Utility District No. 245.

2. The last paragraph of Section 2.10 of the Agreement is deleted and the following is added to the end of the first paragraph of Section 2.10:

The City will operate the System.

3. Section 4.01(a) is deleted.

4. For the purposes of notice, Pulte is added to Section 7.01 of the Agreement and the District notice provisions are amended as follows:

Fort Bend County Municipal Utility District No. 245
c/o Allen Boone Humphries Robinson LLP
Attn: Katie Sherborne
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Email: ksherborne@abhr.com

With a copy to:

Pulte Homes of Texas, L.P.
Attn: Pat Duggan
1311 Broadfield, Suite 100
Houston, Texas 77084
Email: Patrick.Duggan@PulteGroup.com

5. Section 7.14 of the Agreement is deleted and replaced with the following:

Section 7.14 Creation of the District. The rights, duties, and obligations of the District hereunder shall be the right, duties and obligations of Developer, subject to Section 7.13 above. Upon the creation of and confirmation of the District, the District shall automatically assume all rights, duties, and obligations of Developer under this Agreement, with the exception of those specifically set forth in the First Amendment to Utility Agreement dated as of July 16, 2019, and Developer shall have no further liability under this Agreement, without any further action by the District, Developer, or the City being necessary; provided, however, that the one hundred fifty-five (155) utility connections purchased by Landowners pursuant to Section 3.02 of the Agreement, as amended by that certain First Amendment to Utility Agreement dated as of July 16, 2019, between the City and Landowners, shall be held by the Landowners.

6. Section 7.15 of the Agreement is deleted and replaced with the following:

Section 7.15 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, the COVID-19 virus, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government,

civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other inability of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. The COVID-19 virus is specifically acknowledged as a pandemic and a force majeure and the parties agree that any deadlines related to this Agreement shall be extended or tolled for a period of time equal to the lesser of (a) time the Property is subject to any national, state, county, or city disaster declaration, and (b) sixty (60) days.

7. In the event that Pulte does not close on the purchase of any portion of the Pulte Tract, this Amendment shall automatically terminate.

8. Any rights, duties, and obligations of the Fort Bend County Municipal Utility District No. 174 ("MUD 174") under the Agreement are hereby terminated as of the date of creation of MUD 174.

9. The Agreement, as amended hereby, shall remain in full force and effect. In the event of conflict between the Agreement and this Amendment, this Amendment will control.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF FULSHEAR, TEXAS

By: _____
Aaron Groff, Mayor

Date: _____

ATTEST

By: _____
Kimberly Kopecky, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of January, 2021, by Aaron Groff, Mayor of the City Fulshear, Texas, and Kimberly Kopecky, City Secretary of the City of Fulshear, Texas.

Notary Public, State of Texas

[Official Notary Stamp]

FULSHEAR INVESTMENTS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of January, 2021,
by _____ of Fulshear
Investments, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

FULSHEAR EQUINE, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of January, 2021,
by _____, _____ of Fulshear
Equine, LLC, a Texas limited liability company, on behalf of said limited liability
company.

Notary Public, State of Texas

MASON EQUEST INVESTMENT, INC.
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of January, 2021,
by _____, _____ of Mason Equest
Investment, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

By: _____
Louis A. Waters

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of January, 2021,
by Louis A. Waters.

Notary Public, State of Texas

PULTE HOMES OF TEXAS, L.P.
a Texas limited partnership

By: Pulte Nevada I, LLC, a Delaware limited liability company, its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of January, 2021, by _____, _____ of Pulte Nevada I, LLC, a Delaware limited liability company, General Partner of Pulte Homes of Texas, L.P., a Texas limited liability company, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

(NOTARY SEAL)

Fort Bend County Municipal Utility District No. 174 ("MUD 174") hereby joins this Amendment for purposes of acknowledging that any rights, duties, and obligations of MUD 174 under the Agreement are hereby terminated as of the date of creation of the MUD 174.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 174

By: _____
Name: _____
Title: _____

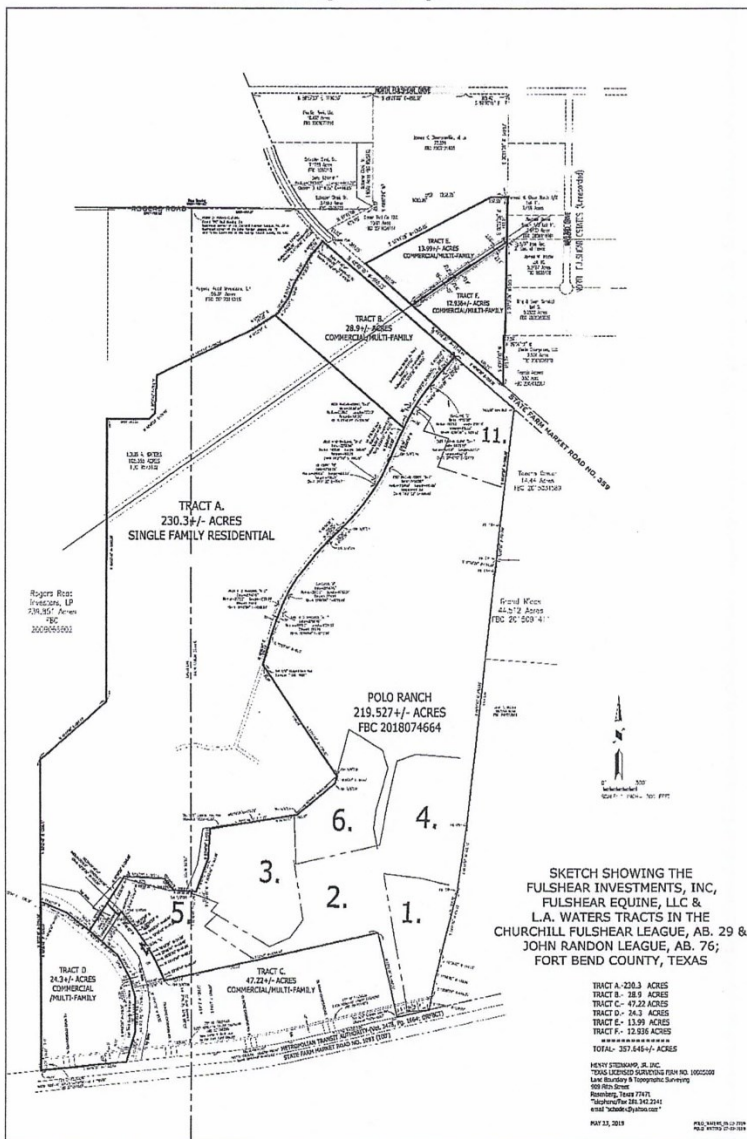
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of January, 2021, by _____, _____ of Fort Bend County Municipal Utility District No. 174, a political subdivision, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A
Preliminary Development Plan



B-2-UA-280

-9-

County: Fort Bend
Project: Waters Tract I
Job No.: 201401
MB No.: 20-538

FIELD NOTES FOR 82.509 ACRES

Being a tract containing 82.509 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 82.509 acre tract being a call 0.1915 acre tract of land recorded in the name of Fulshear Investments, Inc. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 2020177553, styled Tract 2 and portions of a call 0.9526 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 2020177553, Styled Tract 1, a call 41.2 acre tract and 38.8 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9573 103, styled Tracts "A" and "B" respectively, a call 131.863 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 27.806 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115118, a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 20081151 19, a call 60.472 acre tract of land recorded in the name of Mason Equest Investments, Inc. in F.B.C.C.F. Number 9360579 and a call 105.365 acre tract of land recorded in the name of Louis A. Waters in F.B.C.C.F. Number 9573102; said 82.509 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Commencing at a cotton spindle in asphalt found at the northeasterly corner of a call 56.84 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 20120143 16 and on the southwesterly Right-of-Way (R.O.W.) line of FM 359 (100 feet wide as occupied);

Thence, with said southwesterly R.O.W. line, the following two (2) courses:

- 1) 447.15 feet along the arc of a curve to the left, said curve having a central angle of 13 degrees 04 minutes 15 seconds, a radius of 1960.08 feet and a chord which bears South 44 degrees 38 minutes 38 seconds East, a distance of 446.18 feet;
- 2) South 51 degrees 09 minutes 00 seconds East, a distance of 891.99 feet to a 5/8-inch capped iron rod set for the **Point of Beginning** of the tract herein described;

Thence, continuing with said southwesterly R.O.W. line, South 51 degree 09 minutes 00 seconds East, a distance of 401.34 feet to a 5/8-inch capped iron rod set;

Thence, leaving said southwesterly R.O.W. line, through and across aforesaid 38.8 acre, 131.863 acre and 0.9526 acre tracts, the following eight (8) courses:

- 1) North 88 degrees 21 minutes 51 seconds West, a distance of 269.15 feet to a 5/8-inch capped iron rod set;
- 2) 126.82 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 42 minutes 37 seconds, a radius of 462.50 feet and a chord which bears South 55

- degrees 45 minutes 01 second West, a distance of 126.42 feet to a 5/8-inch capped iron rod set;
- 3) South 63 degrees 36 minutes 20 seconds West, a distance of 44.01 feet to a 5/8-inch capped iron rod set;
 - 4) 196.18 feet along the arc of a curve to the left, said curve having a central angle of 18 degrees 38 minutes 48 seconds, a radius of 602.81 feet and a chord which bears South 44 degrees 41 minutes 17 seconds West, a distance of 195.32 feet to a 5/8-inch capped iron rod set;
 - 5) South 45 degrees 46 minutes 14 seconds West, a distance of 63.10 feet to a 5/8-inch capped iron rod set;
 - 6) 71.83 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 41 minutes 51 seconds, a radius of 614.50 feet and a chord which bears South 49 degrees 07 minutes 10 seconds West, a distance of 71.79 feet to a 5/8-inch capped iron rod set;
 - 7) South 52 degrees 28 minutes 05 seconds West, a distance of 142.92 feet to a 5/8-inch capped iron rod set;
 - 8) South 50 degrees 43 minutes 40 seconds East, at a distance of 728.28 feet pass the westerly line of aforesaid 0.9526 acre tract, in all a distance of 749.70 feet to a 5/8-inch capped iron rod set on the easterly line of said 0.9526 acre tract;

Thence, with said easterly line of said 0.9526 acre tract, the following two (2) courses:

- 1) South 32 degrees 56 minutes 05 seconds West, a distance of 49.32 feet to a 5/8-inch capped iron rod set;
- 2) 106.51 feet along the arc of a curve to the left, said curve having a central angle of 12 degrees 12 minutes 19 seconds, a radius of 500.00 feet and a chord which bears South 26 degrees 49 minutes 56 seconds West, a distance of 106.31 feet to a 5/8-inch capped iron rod set on the westerly line of a call 219.527 acre tract of land recorded in the name of Century Land Holdings of Texas, LLC in F.B.C.C.F. Number 2018074664;

Thence, with said westerly line, the following four (4) courses:

- 1) South 20 degrees 43 minutes 46 seconds West, a distance of 124.52 feet to a 5/8-inch capped iron rod set;

- 2) 800.03 feet along the arc of a curve to the right, said curve having a central angle of 22 degrees 55 minutes 09 seconds, a radius of 2000.00 feet and a chord which bears South 32 degrees 11 minutes 21 seconds West, a distance of 794.71 feet to a 5/8-inch capped iron rod found;
- 3) South 43 degrees 38 minutes 55 seconds West, a distance of 168.37 feet to a 5/8-inch capped iron rod found;
- 4) 52.69 feet along the arc of a curve to the left, said curve having a central angle of 01 degree 30 minutes 34 seconds, a radius of 2000.00 feet and a chord which bears South 42 degrees 53 minutes 38 seconds West, a distance of 52.69 feet to a 5/8-inch capped iron rod set at the northerly corner of aforesaid 0.1915 acre tract;

Thence, with the easterly line of said 0.1915 acre tract, the following four (4) courses

- 1) 67.19 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 41 minutes 59 seconds, a radius of 500.00 feet and a chord which bears South 36 degrees 46 minutes 46 seconds West, a distance of 67.14 feet to a 5/8-inch capped iron rod set;
- 2) South 32 degrees 55 minutes 40 seconds West, a distance of 384.11 feet to a 5/8-inch capped iron rod set;
- 3) South 32 degrees 56 minutes 08 seconds West, a distance of 120.67 feet to a 5/8-inch capped iron rod set;
- 4) 84.36 feet along the arc of a curve to the left, said curve having a central angle of 09 degrees 40 minutes 01 second, a radius of 500.00 feet and a chord which bears South 28 degrees 06 minutes 07 seconds West, a distance of 84.26 feet to a 5/8-inch capped iron rod set on the aforesaid westerly line of 219.527 acre tract;

Thence, with said westerly line, the following two (2) courses:

- 1) 333.90 feet along the arc of a curve to the left, said curve having a central angle of 09 degrees 33 minutes 56 seconds, a radius of 2000.00 feet and a chord which bears South 18 degrees 29 minutes 09 seconds West, a distance of 333.51 feet to a 5/8-inch capped iron rod found;
- 2) South 13 degrees 42 minutes 10 seconds West, a distance of 279.43 feet to a 5/8-inch capped iron rod set at a southwesterly corner of aforesaid 329.66 acre tract;

Thence, with a southwesterly line of said 219.527 acre tract and the southwesterly line of Polo Ranch Section 7, a subdivision recorded in Plat Number 20200159 of the Fort Bend County Plat Records (F.B.C.P.R.), South 36 degrees 01 minute 29 seconds East, a distance of 602.97 feet to a 5/8-inch capped iron rod set;

Thence, through and across aforesaid 27.806 acre tract, 41.2 acre tract, 76.694 acre tract, 105.365 acre tract, 38.8 acre tract and 60.472 acre tract, the following twenty-three (23) courses:

- 1) South 54 degrees 01 minute 31 seconds West, a distance of 129.10 feet to a 5/8-inch capped iron rod set;
- 2) South 35 degrees 56 minutes 55 seconds East, a distance of 13.26 feet to a 5/8-inch capped iron rod set;
- 3) South 54 degrees 03 minutes 05 seconds West, a distance of 270.00 feet to a 5/8-inch capped iron rod set;
- 4) South 67 degrees 39 minutes 31 seconds West, a distance of 134.18 feet to a 5/8-inch capped iron rod set;
- 5) North 89 degrees 49 minutes 42 seconds West, a distance of 207.30 feet to a 5/8-inch capped iron rod set;
- 6) North 00 degrees 07 minutes 00 seconds East, a distance of 105.10 feet to a 5/8-inch capped iron rod set;
- 7) North 89 degrees 54 minutes 19 seconds West, a distance of 60.00 feet to a 5/8-inch capped iron rod set;
- 8) 39.35 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 11 minutes 04 seconds, a radius of 25.00 feet and a chord which bears North 44 degrees 44 minutes 09 seconds West, a distance of 35.41 feet to a 5/8-inch capped iron rod set;
- 9) North 89 degrees 51 minutes 03 seconds West, a distance of 204.31 feet to a 5/8-inch capped iron rod set;
- 10) North 00 degrees 04 minutes 30 second East, a distance of 60.00 feet to a 5/8-inch capped iron rod set;
- 11) 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord which bears North 45 degrees 10 minutes 18 seconds East, a distance of 35.36 feet to a 5/8-inch capped iron rod set;
- 12) North 00 degrees 10 minutes 18 seconds East, a distance of 732.74 feet to a 5/8-inch capped iron rod set;

- 13) 142.72 feet along the arc of a curve to the right, said curve having a central angle of 12 degrees 58 minutes 47 seconds, a radius of 630.00 feet and a chord which bears North 06 degrees 39 minutes 42 seconds East, a distance of 142.42 feet to a 5/8-inch capped iron rod set;
- 14) North 13 degrees 09 minutes 06 seconds East, a distance of 344.54 feet to a 5/8-inch capped iron rod set;
- 15) 62.25 feet along the arc of a curve to the right, said curve having a central angle of 03 degrees 27 minutes 45 seconds, a radius of 1030.00 feet and a chord which bears North 14 degrees 52 minutes 58 seconds East, a distance of 62.24 feet to a 5/8-inch capped iron rod set;
- 16) North 16 degrees 36 minutes 51 second East, a distance of 454.89 feet to a 5/8-inch capped iron rod set;
- 17) 39.27 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord which bears North 28 degrees 23 minutes 09 seconds West, a distance of 35.36 feet to a 5/8-inch capped iron rod set;
- 18) North 73 degrees 23 minutes 09 seconds West, a distance of 282.64 feet to a 5/8-inch capped iron rod set;
- 19) 207.30 feet along the arc of a curve to the right, said curve having a central angle of 35 degree 59 minutes 32 seconds, a radius of 330.00 feet and a chord which bears North 55 degrees 23 minutes 23 seconds West, a distance of 203.91 feet to a 5/8-inch capped iron rod set;
- 20) North 37 degrees 23 minutes 39 seconds West, a distance of 334.41 feet to a 5/8-inch capped iron rod set;
- 21) North 52 degrees 36 minutes 23 seconds East, a distance of 1889.91 feet to a 5/8-inch capped iron rod set;
- 22) North 51 degrees 39 minutes 00 seconds West, a distance of 82.54 feet to a 5/8-inch capped iron rod set;
- 23) North 52 degrees 36 minutes 23 seconds East, a distance of 814.78 feet to the **Point of Beginning** and containing 82.509 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN JOB NUMBER 201401 AT GBI PARTNERS.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
December 15, 2020



JMB
12/15/2020

County: Fort Bend
Project: Waters Tract II
Job No.: 201401
MB No.: 20-539

FIELD NOTES FOR 78.711 ACRES

Being a tract containing 78.711 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 78.711 acre tract being portions of a call 60.472 acre tract of land recorded in the name of Mason Equest Investments, Inc. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 9360579, a call 38.8 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9573103, styled tract "B", a call 105.365 acre tract of land recorded in the name of Louis A. Waters in F.B.C.C.F. Number 9573102 and a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115119; said 78.711 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Beginning at a 5/8-inch capped iron rod found at the southwesterly corner of a call 56.84 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2012014316, on the easterly line of a call 241.258 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2009066602 and on the westerly line of aforesaid 105.365 acre tract;

Thence, with the southerly line of said 56.84 acre tract, the following five (5) courses:

- 1) North 87 degrees 38 minutes 54 seconds East, a distance of 380.18 feet to a 5/8-inch capped iron rod found;
- 2) North 46 degrees 46 minutes 55 seconds East, a distance of 70.05 feet to a 5/8-inch capped iron rod set;
- 3) North 00 degrees 31 minutes 11 seconds East, a distance of 354.13 feet to a 5/8-inch capped iron rod found;
- 4) North 61 degrees 53 minutes 55 seconds East, a distance of 961.70 feet to a 5/8-inch capped iron rod found;
- 5) North 55 degrees 11 minutes 49 seconds East, a distance of 257.23 feet to a 5/8-inch capped iron rod set;

Thence, through and across aforesaid 60.472 acre tract, 38.8 acre tract, 76.694 acre tract and 105.365 acre tract, the following fourteen (14) courses:

- 1) South 51 degrees 39 minutes 00 seconds East, a distance of 702.48 feet to a 5/8-inch capped iron rod set;

- 2) South 52 degrees 36 minutes 23 seconds West, a distance of 1889.91 feet to a 5/8-inch capped iron rod set;
- 3) South 37 degrees 23 minutes 39 seconds East, a distance of 334.41 feet to a 5/8-inch capped iron rod set;
- 4) 207.30 feet along the arc of curve to the left, said curve having a central angle of 35 degrees 59 minutes 32 seconds, a radius of 330.00 feet and a chord which bears South 55 degrees 23 minutes 23 seconds East, a distance of 203.91 feet to a 5/8-inch capped iron rod set;
- 5) South 73 degrees 23 minutes 09 seconds East, a distance of 282.64 feet to a 5/8-inch capped iron rod set;
- 6) 39.27 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord which bears South 28 degrees 23 minutes 09 seconds East, a distance of 35.36 feet to a 5/8-inch capped iron rod set;
- 7) South 16 degrees 36 minutes 51 seconds West, a distance of 454.89 feet to a 5/8-inch capped iron rod set;
- 8) 62.25 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 27 minutes 45 seconds, a radius of 1030.00 feet and a chord which bears South 14 degree 52 minutes 58 seconds West, a distance of 62.24 feet to a 5/8-inch capped iron rod set;
- 9) South 13 degrees 09 minutes 06 seconds West, a distance of 344.54 feet to a 5/8-inch capped iron rod set;
- 10) 142.72 feet along the arc of a curve to the left, said curve having a central angle of 12 degrees 58 minutes 47 seconds, a radius of 630.00 feet and a chord which bears South 06 degrees 39 minutes 42 seconds West, a distance of 142.42 feet to a 5/8-inch capped iron rod set;
- 11) South 00 degrees 10 minutes 18 seconds West, a distance of 732.74 feet to a 5/8-inch capped iron rod set;
- 12) 39.27 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord which bears South 45 degrees 10 minutes 18 seconds West, a distance of 35.36 feet to a 5/8-inch capped iron rod set;
- 13) North 89 degrees 49 minutes 42 seconds West, a distance of 242.87 feet to a 5/8-inch capped iron rod set;

- 14) North 72 degrees 13 minutes 26 seconds West, a distance of 619.91 feet to a 5/8-inch capped iron rod set on the aforesaid easterly line of 241.258 acre tract;

Thence, with said easterly line, the following two (2) courses:

- 1) North 46 degrees 50 minutes 07 seconds East, a distance of 4.89 feet to a 5/8-inch iron rod found;
- 2) North 02 degrees 17 minutes 19 seconds West, a distance of 2598.91 feet to the **Point of Beginning** and containing 78.711 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN JOB NUMBER 201401 AT GBI PARTNERS.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
December 15, 2020



Jon R. Bordovsky
12/15/2020

County: Fort Bend
Project: Waters Tract III
Job No.: 201401
MB No.: 20-540

FIELD NOTES FOR 25.425 ACRES

Being a tract containing 25.425 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 25.425 acre tract being portions of a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in Fort Bend County Clerk's File (F.B.C.C.F.) Number 2008115119, a call 41.2 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9573103, styled tract "A", a call 27.806 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115118 and a call 50 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977; said 25.425 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Beginning 5/8-inch capped iron rod found at the northwesterly corner of Polo Ranch Section 3, a subdivision recorded in Plat Number 20190079 of the Fort Bend County Plat Records (F.B.C.P.R.) and on the southerly line of said 41.2 acre tract;

Thence, with the westerly line of said Polo Ranch Section 3 and the northerly line of Polo Ranch Section 5, a subdivision recorded in Plat Number 20190243 of the F.B.C.P.R., the following five (5) courses:

- 1) South 01 degree 29 minutes 25 seconds West, a distance of 272.33 feet to a 5/8-inch capped iron rod found;
- 2) South 17 degrees 25 minutes 22 seconds West, a distance of 322.53 feet to a 5/8-inch capped iron rod found;
- 3) North 89 degrees 20 minutes 09 seconds West, a distance of 206.74 feet to a 5/8-inch capped iron rod found;
- 4) North 39 degrees 53 minutes 22 seconds West, a distance of 137.33 feet to a 5/8-inch capped iron rod found;
- 5) North 89 degrees 19 minutes 58 seconds West, a distance of 317.43 feet to a 5/8-inch capped iron rod set;

Thence, through and across said 41.2 acre tract, 76.694 acre tract and 27.806 acre tract, the following fourteen (14) courses:

- 1) North 02 degrees 17 minutes 19 second West, a distance of 533.20 feet to a 5/8-inch capped iron rod set;

- 2) North 37 degrees 11 minutes 59 seconds East, a distance of 763.31 feet to a 5/8-inch capped iron rod set;
- 3) South 89 degrees 49 minutes 42 seconds East, a distance of 115.32 feet to a 5/8-inch capped iron rod set;
- 4) North 00 degrees 04 minutes 30 seconds East, a distance of 200.00 feet to a 5/8-inch capped iron rod set;
- 5) South 89 degrees 51 minutes 03 seconds East, a distance of 204.31 feet to a 5/8-inch capped iron rod set;
- 6) 39.35 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 11 minutes 04 seconds, a radius of 25.00 feet and a chord which bears South 44 degrees 44 minutes 09 seconds East, a distance of 35.41 feet to a 5/8-inch capped iron rod set;
- 7) South 89 degrees 54 minutes 19 seconds East, a distance of 60.00 feet to a 5/8-inch capped iron rod set;
- 8) South 00 degrees 07 minutes 00 seconds West, a distance of 105.10 feet to a 5/8-inch capped iron rod set;
- 9) South 89 degrees 49 minutes 42 seconds East, a distance of 207.30 feet to a 5/8-inch capped iron rod set;
- 10) North 67 degrees 39 minutes 31 seconds East, a distance of 42.28 feet to a 5/8-inch capped iron rod set;
- 11) South 22 degrees 23 minutes 14 seconds East, a distance of 350.74 feet to a 5/8-inch capped iron rod set;
- 12) South 11 degrees 14 minutes 21 seconds East, a distance of 130.97 feet to a 5/8-inch capped iron rod set;
- 13) South 22 degrees 00 minutes 14 seconds East, a distance of 61.04 feet to a 5/8-inch capped iron rod set;
- 14) South 11 degrees 25 minutes 21 seconds East, a distance of 130.93 feet to a 5/8-inch capped iron rod set on the northerly line of said Polo Ranch Section 3;

Thence, with said northerly line, South 78 degrees 29 minutes 17 seconds West, a distance of 595.24 feet to the **Point of Beginning** and containing 25.425 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN JOB NUMBER 201401 AT GBI PARTNERS.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
December 15, 2020



J. P. B.
12/15/2020

County: Fort Bend
Project: Waters Tract IV
Job No.: 201401
MB No.: 20-541

FIELD NOTES FOR 39.032 ACRES

Being a tract containing 39.032 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 39.032 acre tract being portions of a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in Fort Bend County Clerk's File (F.B.C.C.F.) Number 2008115119, a call 41.2 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9573103, styled tract "A" and a call 50 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977; said 39.032 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Beginning 5/8-inch capped iron rod found at the most westerly corner of Polo Ranch Section 5, a subdivision recorded in Plat Number 20190243 of the Fort Bend County Plat Records (F.B.C.P.R.);

Thence, through and across said 50 acre tract, South 31 degrees 22 minutes 49 seconds West, a distance of 134.40 feet to a 5/8-inch capped iron rod set at a northerly corner of a call 125.38 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9327194;

Thence, with a westerly line of said 125.38 acre tract, South 23 degrees 46 minutes 34 seconds West, a distance of 172.19 feet;

Thence, through and across aforesaid 76.694 acre tract, the following two (2) courses:

- 1) North 51 degrees 26 minutes 05 seconds West, a distance of 332.46 feet;
- 2) North 74 degrees 31 minutes 53 seconds West, a distance of 217.83 feet to the southeasterly corner of a call 241.258 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2009066602 and the northeasterly corner of a call 58.139 acre tract of land recorded in the name of Joe Hollier, etal in F.B.C.C.F. Number 9824254;

Thence, with the easterly line of said 217.83 acre tract, the following two (2) courses:

- 1) North 02 degrees 18 minutes 46 seconds West, a distance of 1307.92 feet to a 5/8-inch iron rod found;
- 2) North 46 degrees 49 minutes 01 second East, a distance of 798.06 feet to a 5/8-inch iron rod set;

Thence, through and across said 76.694 acre tract and 41.2 acre tract, the following six (6) courses:

- 1) South 72 degrees 13 minutes 26 seconds East, a distance of 619.91 feet to a 5/8-inch capped iron rod set;
- 2) South 89 degrees 49 minutes 42 seconds East, a distance of 242.87 feet to a 5/8-inch capped iron rod set;
- 3) South 00 degrees 04 minutes 30 seconds West, a distance of 260.00 feet to a 5/8-inch capped iron rod set;
- 4) North 89 degrees 49 minutes 42 seconds West, a distance of 115.32 feet to a 5/8-inch capped iron rod set;
- 5) South 37 degrees 11 minutes 59 seconds West, a distance of 763.31 feet to a 5/8-inch capped iron rod set;
- 6) South 02 degrees 17 minutes 19 seconds East, a distance of 533.12 feet to a 5/8-inch capped iron rod set on the northerly line of aforesaid Polo Ranch Section 5;

Thence, with the northerly and westerly line of said Polo Ranch Section 5, the following two (2) courses:

- 1) North 89 degrees 25 minutes 34 seconds West, a distance of 48.72 feet to a 5/8-inch capped iron rod found;
- 2) South 30 degrees 05 minutes 28 seconds West, a distance of 296.08 feet to the **Point of Beginning** and containing 39.032 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN JOB NUMBER 201401 AT GBI PARTNERS.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
December 15, 2020



J. B.
12/15/2020

County: Fort Bend
Project: Waters Tract V
Job No.: 201401
MB No.: 20-542

FIELD NOTES FOR 9.162 ACRES

Being a tract containing 9.162 acres of land located in the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 9.162 acre tract being portions of a call 41.2 acre tract of land recorded in the name of Fulshear Investments, Inc. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 9573103, Styled Tract "A" and a call 27.806 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115118; said 9.162 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Beginning 5/8-inch capped iron rod found at the southerly corner of Polo Ranch Section 7, a subdivision recorded in Plat Number 20200159 of the Fort Bend County Plat Records, a westerly corner of Polo Ranch Section 6, a subdivision recorded in Plat Number 20190244 of the F.B.C.P.R. and a southeasterly corner of said 27.806 acre tract;

Thence, with the westerly line of said Polo Ranch Section 6, the northerly line of Polo Ranch Section 3, a subdivision recorded in Plat Number 20190079 of the F.B.C.P.R. and the southerly line of said 27.806 acre tract, the following three (3) courses:

- 1) South 14 degrees 14 minutes 56 seconds West, a distance of 67.43 feet to a 5/8-inch capped iron rod found;
- 2) South 47 degrees 29 minutes 58 seconds West, a distance of 449.96 feet to a 5/8-inch capped iron rod found;
- 3) South 78 degrees 29 minutes 17 seconds West, a distance of 215.81 feet to a 5/8-inch capped iron rod set;

Thence, through and across said 27.806 acre tract and 41.2 acre tract, the following eight (8) courses:

- 1) North 11 degrees 25 minutes 21 seconds West, a distance of 130.93 feet to a 5/8-inch capped iron rod set;
- 2) North 22 degrees 00 minutes 14 seconds West, a distance of 61.04 feet to a 5/8-inch capped iron rod set;
- 3) North 11 degrees 14 minutes 21 seconds West, a distance of 130.97 feet to a 5/8-inch capped iron rod set;

- 4) North 22 degrees 23 minutes 14 seconds West, a distance of 350.74 feet to a 5/8-inch capped iron rod set;
- 5) North 67 degrees 39 minutes 31 seconds East, a distance of 91.90 feet to a 5/8-inch capped iron rod set;
- 6) North 54 degrees 03 minutes 05 seconds East, a distance of 270.00 feet to a 5/8-inch capped iron rod set;
- 7) North 35 degrees 56 minutes 55 seconds West, a distance of 13.26 feet to a 5/8-inch capped iron rod set;
- 8) North 54 degrees 01 minute 31 seconds East, a distance of 129.10 feet to a 5/8-inch capped iron rod set on the westerly line of aforesaid Polo Ranch Section 7;

Thence, with the westerly line of said Polo Ranch Section 7, South 36 degrees 01 minute 29 seconds East, a distance of 624.76 feet to the **Point of Beginning** and containing 9.162 acres of land.

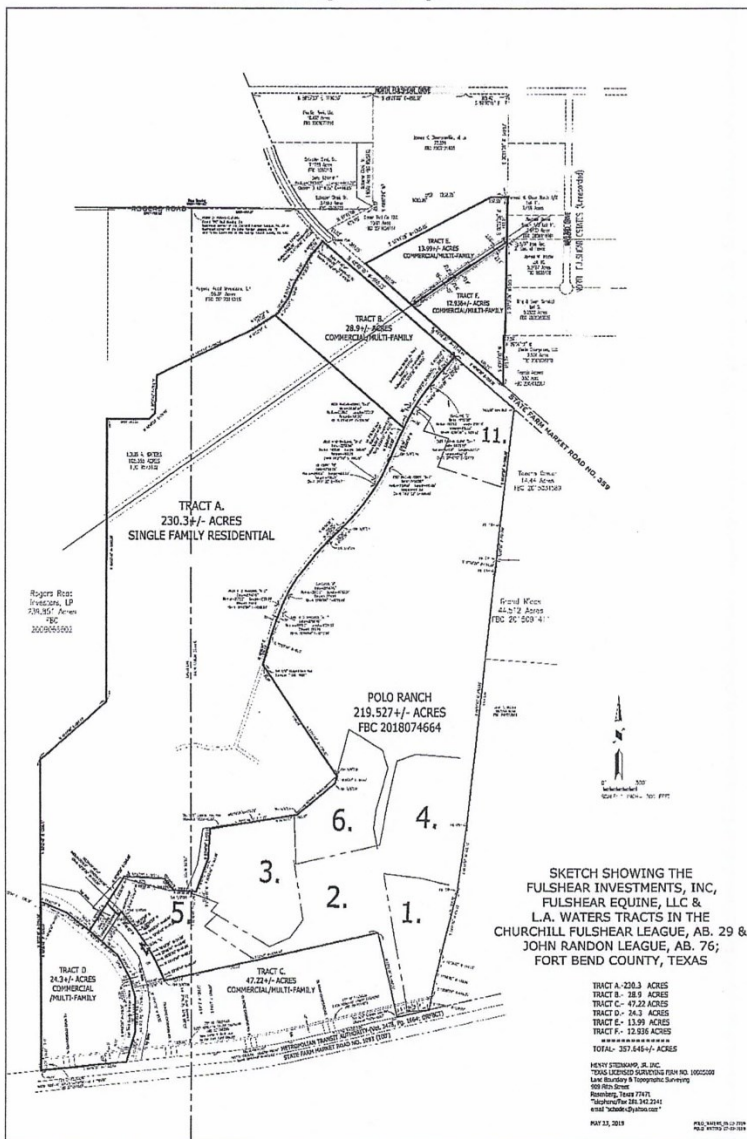
THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN JOB NUMBER 201401 AT GBI PARTNERS.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
December 15, 2020



J. P. Bordovsky
12/15/2020

Exhibit A
Preliminary Development Plan



B-2-UA-280

-9-

The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections

A preliminary investigation has been made to determine the cost of the proposed development:

1. Waterworks system, sanitary sewer system, and drainage and storm sewer system projects, approximately \$32,900,000
2. Road projects, approximately \$13,405,000
3. Park and recreational facilities, approximately \$2,425,000
4. The total cost of the proposed District's projects is estimated to be approximately \$48,730,000.

Resolution 2021-503 is presented for consideration consenting to the creation of Fort Bend Municipal Utility District No. 245.

RECOMMENDATION

Council approve Resolution 2021-503 consenting to the creation of Fort Bend Municipal Utility District No. 245.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 2021-503 MUD 245	1/11/2021	Cover Memo

RESOLUTION NO. 2021-503

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the Petition for Consent to Creation of a Municipal Utility District ("Petition") of Fulshear Investments, Inc., a Texas corporation, Fulshear Equine, LLC, a Texas limited liability company, Mason Equest Investment, Inc., a Texas corporation, and Louis A. Waters, an individual (collectively, the "Petitioner"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks the City's approval of the creation of Fort Bend County Municipal Utility District No. 245 (the "District") over that certain 226.860-acre tract of land described therein (the "Land"), the same being wholly located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, section 54.016 of the Texas Water Code and section 42.042 of the Texas Local Government Code provide that land located in the ETJ of the City may not be included in the District unless the City Council of the City of Fulshear, Texas (the "City Council") gives its written consent in accordance with section 54.016 of the Texas Water Code; and

WHEREAS, section 54.016 of the Texas Water Code provides that the City Council may, in its written consent, provide for certain conditions or restrictions on the District; and

WHEREAS, the City Council desires to give its consent to the addition of the Land to the District; and

WHEREAS, the City Council desires to place certain conditions or restrictions on the District in giving such consent;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent to the creation of the District and the inclusion of the Land within the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places the following conditions or restrictions on the District:

- (a) Before commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District will deliver to the City a final copy of all "as-builts" and the project description in the geographic information system.

Section 4. In no way is this Resolution considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

PASSED, APPROVED, and ADOPTED on the 19th day of January 2021.

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

EXHIBIT A

PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR,
TEXAS:

FULSHEAR INVESTMENTS, INC., a Texas corporation, FULSHEAR EQUINE, LLC, a Texas limited liability company, MASON EQUEST INVESTMENT, INC., a Texas corporation, and LOUIS A. WATERS (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Fulshear, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 226.860 acres of land, more or less, situated in Fort Bend County, Texas. All of the land proposed to be included within the District is within the extraterritorial jurisdiction of the City and the City will annex the land into its corporate boundaries. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioners own fee simple title to the Land. The Petitioners hereby represent that they own a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District.

V.

The Petitioners represent that there are no lienholders on the Land other than Allegiance Bank and Zions Bancorporation, N.A., d/b/a Amegy Bank and that there are no residents on the Land.

VI.

Pulte Homes of Texas, L.P., a Texas limited partnership, has entered into an earnest money contract to purchase all of the Land and desires to be considered as a Petitioner for the consent to creation of the District.

VII.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

VIII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Fort Bend County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system,

roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

IX.

The undersigned hereby agree and covenant that if the requested consent to the creation of the District is given, the undersigned will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit B attached hereto and incorporated herein for all purposes.

X.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$32,900,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$13,405,000.

XII.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioners, from such information as it has at this time, that such cost will be approximately \$2,425,000.

XIII.

The total cost of the proposed District's projects is estimated by the Petitioners to be approximately \$48,730,000.

WHEREFORE, the Petitioners pray that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 7th day of January, 2021.

FULSHEAR INVESTMENTS, INC.
a Texas corporation

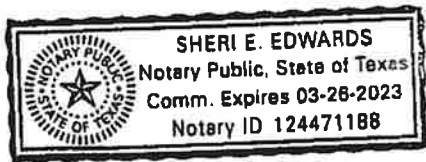
By: [Signature]
Name: L. A. Waters
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of January, 2021, by L. A. Waters, President of FULSHEAR INVESTMENTS, INC., a Texas corporation, on behalf of said Texas corporation.

[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



FULSHEAR EQUINE, LLC
a Texas limited liability company

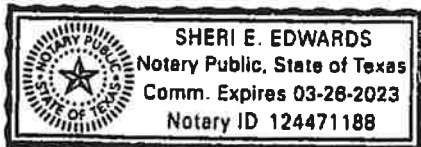
By: *Patrick T. Conroy*
Name: Patrick T. Conroy
Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of January, 2021, by Patrick T. Conroy, Manager of FULSHEAR EQUINE, LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



MASON EQUEST INVESTMENT, INC.
a Texas corporation

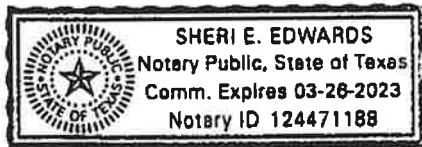
By: *L.A. Waters*
Name: L. A. Waters
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this 7th day of January, 2021, by L.A. Waters, President of MASON EQUEST INVESTMENT, INC., a Texas corporation, on behalf of said Texas corporation.

Sheri E. Edwards
Notary Public, State of Texas

(NOTARY SEAL)



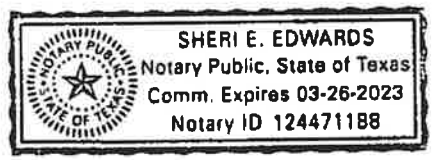
By: *L A Waters*
LOUIS A. WATERS

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

7th This instrument was acknowledged before me, the undersigned authority, this day of January, 2021, by LOUIS A. WATERS.

Sheri E Edwards
Notary Public, State of Texas

(NOTARY SEAL)



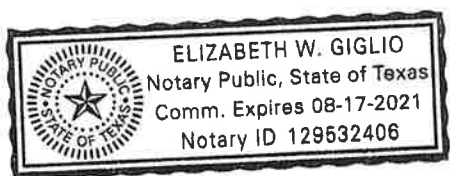
PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership,
(Earnest Money Contract Holder)

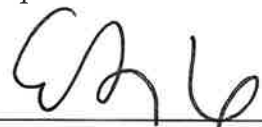
By: Pulte Nevada I LLC,
a Delaware limited liability company,
its General Partner

By: 
Name: Patrick Duggan
Title: VP of Land Development

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 6th day of January, 2021, by Patrick Duggan, VP. Land Development of Pulte Nevada I LLC, a Delaware limited liability company, the General Partner of PULTE HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.





Notary Public, State of Texas

(NOTARY SEAL)

County: Fort Bend
Project: FBCMUD No.245
Job No.: 201401
MB No.: 21-017

FIELD NOTES FOR 226.860 ACRES

Being a tract containing 226.860 acres of land located in the John Randon League, Abstract Number 76 and the Churchill Fulshear League, Abstract Number 29 in Fort Bend County, Texas; Said 226.860 acre tract being a portions of a call 41.2 acre tract and 38.8 acre tract of land recorded in the name of Fulshear Investments, Inc. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 9573103, styled Tracts "A" and "B" respectively, a call 131.863 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 27.806 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115118, a call 76.694 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2008115119, a call 60.472 acre tract of land recorded in the name of Mason Equest Investments, Inc. in F.B.C.C.F. Number 9360579 a call 105.365 acre tract of land recorded in the name of Louis A. Waters in F.B.C.C.F. Number 9573102, a call 50 acre tract of land recorded in the name of Fulshear Equine, LLC in F.B.C.C.F. Number 2013077977, a call 0.9526 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 2020177553, styled Tract 1, Polo Ranch Sec. 7, a subdivision recorded in Plat Number 20200159 of the Fort Bend County Plat Records (F.B.C.P.R.) and Polo Ranch Sec.5, a subdivision recorded in Plat Number 20190243 of the F.B.C.P.R.; said 226.860 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone):

Commencing at the northeasterly corner of a call 56.84 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2012014316 and on the southwesterly Right-of-Way (R.O.W.) line of FM 359 (100 feet wide as occupied);

Thence, with said southwesterly R.O.W. line, the following two (2) courses:

- 1) 447.15 feet along the arc of a curve to the left, said curve having a central angle of 13 degrees 04 minutes 15 seconds, a radius of 1960.08 feet and a chord which bears South 44 degrees 38 minutes 38 seconds East, a distance of 446.18 feet;
- 2) South 51 degrees 09 minutes 00 seconds East, a distance of 891.99 feet to the **Point of Beginning** of the tract herein described;

Thence, continuing with said southwesterly R.O.W. line, South 51 degree 09 minutes 00 seconds East, a distance of 401.34 feet;

Thence, leaving said southwesterly R.O.W. line, through and across aforesaid 38.8 acre, 131.863 acre and 0.9526 acre tracts, the following nine (9) courses:

- 1) North 88 degrees 21 minutes 51 seconds West, a distance of 269.15 feet;

- 2) 126.82 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 42 minutes 37 seconds, a radius of 462.50 feet and a chord which bears South 55 degrees 45 minutes 01 second West, a distance of 126.42 feet;
- 3) South 63 degrees 36 minutes 20 seconds West, a distance of 44.01 feet;
- 4) 196.18 feet along the arc of a curve to the left, said curve having a central angle of 18 degrees 38 minutes 48 seconds, a radius of 602.81 feet and a chord which bears South 54 degrees 41 minutes 17 seconds West, a distance of 195.32 feet;
- 5) South 45 degrees 46 minutes 14 seconds West, a distance of 63.10 feet;
- 6) 71.83 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 41 minutes 51 seconds, a radius of 614.50 feet and a chord which bears South 49 degrees 07 minutes 10 seconds West, a distance of 71.79 feet;
- 7) South 52 degrees 28 minutes 05 seconds West, a distance of 142.92 feet;
- 8) South 50 degrees 43 minutes 40 seconds East, at a distance of 728.28 feet pass the westerly line of aforesaid 0.9526 acre tract, in all a distance of 737.57 feet;
- 9) 202.47 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 48 minutes 01 second, a radius of 2000.00 and a chord which bears South 23 degrees 37 minutes 53 seconds West, a distance of 202.38 feet to the westerly line of a call 219.527 acre tract of land recorded in the name of Century II Holdings of Texas, LLC in F.B.C.C.F. Number 2018074664;

Thence, with said westerly line of said 219.527 acre tract, the following four (4) courses:

- 1) South 20 degrees 43 minutes 52 seconds West, a distance of 80.28 feet;
- 2) 799.91 feet along the arc of a curve to the right, said curve having a central angle of 22 degrees 54 minutes 57 seconds, a radius of 2000.00 feet and a chord which bears South 32 degrees 11 minutes 21 seconds West, a distance of 794.59 feet;
- 3) South 43 degrees 38 minutes 49 seconds West, a distance of 165.84 feet;
- 4) 1079.50 feet along the arc of a curve to the left, said curve having a central angle of 30 degrees 46 minutes 17 seconds, a radius of 2010.00 feet and a chord which bears South 28 degrees 15 minutes 41 seconds West, a distance of 1066.57 feet;

Thence, through and across aforesaid 219.527 acre tract, Polo Ranch Sec.7, 131.863 acre tract, 27.806 acre tract, 41.2 acre tract and Polo Ranch Sec.5, the following fifteen (15) courses:

- 1) 738.80 feet along the arc of a curve to the left, said curve having a central angle of 35 degrees 16 minutes 30 seconds, a radius of 1200.00 feet and a chord which bears South 04 degrees 45 minutes 43 seconds East, a distance of 727.18 feet;

- 2) South 22 degrees 23 minutes 58 seconds East, a distance of 208.04 feet;
- 3) North 49 degrees 02 minutes 03 seconds East, a distance of 155.69 feet;
- 4) South 38 degrees 16 minutes 09 seconds East, a distance of 570.21 feet;
- 5) South 51 degrees 54 minutes 11 seconds West, a distance of 467.83 feet;
- 6) North 39 degrees 45 minutes 21 seconds West, a distance of 546.26 feet;
- 7) North 49 degrees 02 minutes 03 seconds East, a distance of 118.15 feet;
- 8) 227.66 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 07 minutes 01 seconds, a radius of 720.00 feet and a chord which bears South 82 degrees 53 minute 34 seconds West, a distance of 226.72 feet;
- 9) North 88 degrees 02 minutes 56 seconds West, a distance of 31.23 feet;
- 10) South 16 degrees 47 minutes 05 seconds West, a distance of 1025.72 feet;
- 11) South 04 degrees 44 minutes 14 seconds East, a distance of 431.71 feet;
- 12) North 80 degrees 24 minutes 14 seconds West, a distance of 128.07 feet;
- 13) North 74 degrees 12 minutes 52 seconds West, a distance of 503.00 feet;
- 14) South 35 degrees 43 minutes 10 second West, a distance of 285.96 feet;
- 15) North 45 degrees 58 minutes 19 seconds West, a distance of 112.56 feet to the westerly line of Reserve "E" of aforesaid Polo Ranch Sec.5

Thence, through and across aforesaid 50 acres, South 31 degrees 22 minutes 49 seconds West, a distance of 134.40 feet a northerly corner of a call 125.38 acre tract of land recorded in the name of Fulshear Investments, Inc. in F.B.C.C.F. Number 9327194;

Thence, with a westerly line of said 125.38 acre tract, South 23 degrees 46 minutes 34 seconds West, a distance of 172.19 feet;

Thence, through and across aforesaid 76.694 acre tract, the following two (2) courses:

- 1) North 51 degrees 26 minutes 05 seconds West, a distance of 332.46 feet;
- 2) North 74 degrees 31 minutes 53 seconds West, a distance of 217.83 feet to the southeasterly corner of a call 241.258 acre tract of land recorded in the name of Rogers Road Investors, LP in F.B.C.C.F. Number 2009066602 and the northeasterly corner of a call 58.139 acre tract of land recorded in the name of Joe Hollier, etal in F.B.C.C.F. Number 9824254;

Thence, with the easterly line of said 217.83 acre tract, the following three (3) courses:

- 1) North 02 degrees 18 minutes 46 seconds West, a distance of 1307.92 feet;
- 2) North 46 degrees 49 minutes 01 second East, a distance of 802.95 feet;
- 3) North 02 degrees 17 minutes 19 seconds West, a distance of 2598.91 feet to the southwesterly corner of aforesaid 56.84 acre tract;

Thence, with the southerly line of said 56.84 acre tract, the following five (5) courses:

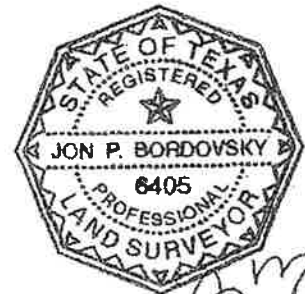
- 1) North 87 degrees 38 minutes 54 seconds East, a distance of 380.18 feet;
- 2) North 46 degrees 46 minutes 55 seconds East, a distance of 70.05 feet;
- 3) North 00 degrees 31 minutes 11 seconds East, a distance of 354.13 feet;
- 4) North 61 degrees 53 minutes 55 seconds East, a distance of 961.70 feet;
- 5) North 55 degrees 11 minutes 49 seconds East, a distance of 257.23 feet;

Thence, through and across aforesaid 60.472 acre tract, the following two (2) courses:

- 1) South 51 degrees 39 minutes 00 second East, a distance of 619.94 feet;
- 2) North 52 degrees 36 minutes 23 seconds East, a distance of 814.78 feet to the Point of Beginning and containing 226.860 acres of land.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
January 4, 2021



J.P.B.
1/4/2021

Exhibit B

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Fulshear, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District, upon request by the City, will deliver to the City a final copy of all "as-builts" and the project description in the geographic information systems.

(c) The District shall provide the City Manager of the City with reasonable notice of all meetings of its governing Board of Directors by e-mailing to the City Manager a copy of each notice and agenda of each such meeting held by the District. In addition, the District shall provide the City Manager with a copy of all minutes of such meetings.

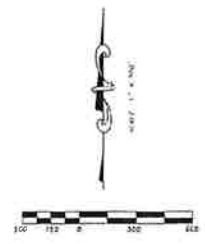
(d) On an annual basis, the District shall file with the City Secretary and City Manager of the City a copy of its annual audit report.

(e) The District agrees not to annex additional land (outside of the total approved and consented acreage contained in the consent resolution or ordinance to which this exhibit is attached) into the District without written consent from the City.

(f) In accordance with Local Government Code Chapter 212, the City will review and approve all plats.

(g) The District may not provide permanent water or wastewater service outside the boundaries of the District without written authorization from the City and will not enter into an agreement with another district or municipality to receive permanent water or wastewater services without the prior written authorization from the City. For purposes of this paragraph (g), water or wastewater services are considered permanent if they are provided or received for three (3) or more years.

(h) The developer(s) of any land located in the City's extraterritorial jurisdiction will enter into a development agreement with the City.



226.860 ACRES

NOTES:
1. READINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND BASED ON GPS OBSERVATIONS.
F.C.C.F. = FORT BEND COUNTY DEED RECORDS
F.C.C.D. = FORT BEND COUNTY DEEDS FILE
F.C.C.P. = FORT BEND COUNTY PLAT RECORDS
P.O.D. = POINT OF BEGINNING

CURVE TABLE

STATION	BEARING	RADIUS	CHORD	CHORD BEARING	CHORD LENGTH
11	S 89° 15' 00" E	100.00	100.00	180° 00' 00"	100.00
12	S 89° 15' 00" E	100.00	100.00	180° 00' 00"	100.00
13	S 89° 15' 00" E	100.00	100.00	180° 00' 00"	100.00
14	S 89° 15' 00" E	100.00	100.00	180° 00' 00"	100.00
15	S 89° 15' 00" E	100.00	100.00	180° 00' 00"	100.00
16	S 89° 15' 00" E	100.00	100.00	180° 00' 00"	100.00

S LINE TABLE

STATION	BEARING	DISTANCE
11	S 89° 15' 00" E	100.00
12	S 89° 15' 00" E	100.00
13	S 89° 15' 00" E	100.00
14	S 89° 15' 00" E	100.00
15	S 89° 15' 00" E	100.00
16	S 89° 15' 00" E	100.00
17	S 89° 15' 00" E	100.00
18	S 89° 15' 00" E	100.00
19	S 89° 15' 00" E	100.00
20	S 89° 15' 00" E	100.00
21	S 89° 15' 00" E	100.00
22	S 89° 15' 00" E	100.00
23	S 89° 15' 00" E	100.00
24	S 89° 15' 00" E	100.00
25	S 89° 15' 00" E	100.00
26	S 89° 15' 00" E	100.00
27	S 89° 15' 00" E	100.00
28	S 89° 15' 00" E	100.00
29	S 89° 15' 00" E	100.00
30	S 89° 15' 00" E	100.00

FIELD NOTES FOR 226.860 ACRES
Being a full bearing 226.860 acres of land within the JOHN RANDOLPH LEAGUE, Abstract 28 and the CHURCHILL FULSHEAR LEAGUE, Abstract 29, both in Fort Bend County, Texas, as shown on the plat hereon, the following is a description of the same as recorded in the books of the County Clerk of Fort Bend County, Texas, to-wit: ...

Traverse through and across ...
11 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
12 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
13 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
14 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
15 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
16 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
17 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
18 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
19 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
20 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
21 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
22 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
23 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
24 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
25 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
26 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
27 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
28 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
29 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.
30 South 89 degrees 15 minutes 00 seconds East a distance of 100.00 feet to the Point of Beginning of the tract herein described.

THIS DOCUMENT WAS PREPARED UNDER THE CARE AND SUPERVISION OF THE ENGINEER OF RECORD, LJA Engineering, Inc., AND THE SURVEYOR OF RECORD, GBI PARTNERS, LAND SURVEYING CONSULTANTS. THE ENGINEER AND SURVEYOR ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE MADE BY ANY OTHER PARTY.



FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 245
226.860 ACRES

LOCATED IN THE JOHN RANDOLPH LEAGUE, ABSTRACT NO. 28 AND THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29 FORT BEND COUNTY, TEXAS

LJA Engineering, Inc.
3600 W Sam Houston Pkwy S
Suite 601
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

GBI PARTNERS
LAND SURVEYING CONSULTANTS
4724 Vinta Road Pasadena, TX 77660
Phone 281.458.4528 • www.gbi-survey.com
TBPELS Firm# 10120300






DATE: 11-20-21	DRAWN BY: J. B. BROWN	CHECKED BY: J. B. BROWN
DATE: 11-20-21	DRAWN BY: J. B. BROWN	CHECKED BY: J. B. BROWN

**FORT BEND COUNTY
MUNICIPAL UTILITY
DISTRICT NO. 245
CREATION REPORT**

VICINITY EXHIBIT

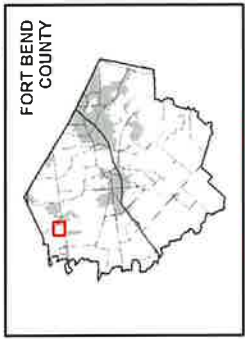
CITY OF FULSHEAR ETJ
LAMAR CONS I.S.D.
FORT BEND COUNTY DRAINAGE DISTRICT
JANUARY 2021

LEGEND

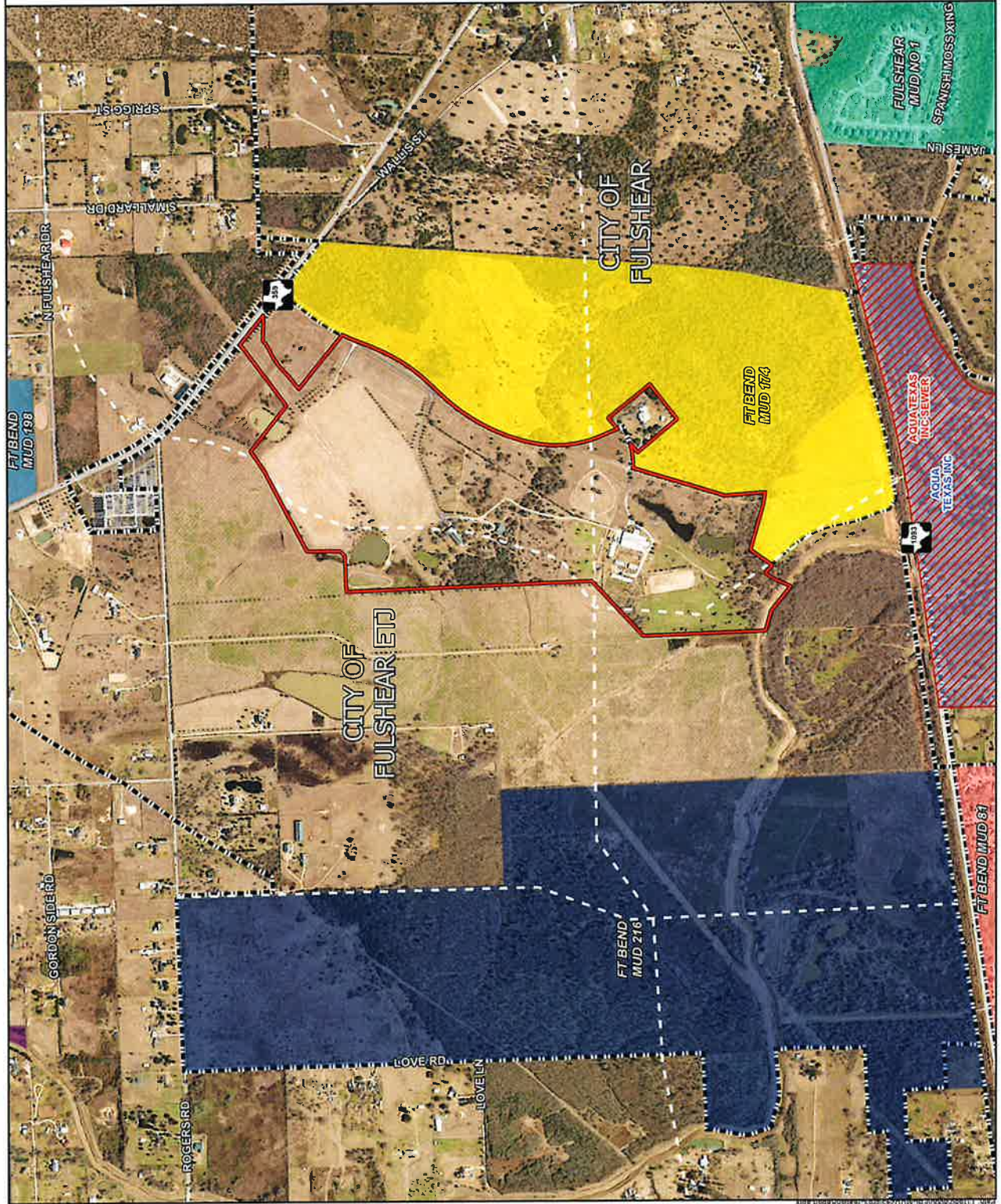
-  MUD BOUNDARY
-  MAJOR THOROUGHFARE PLAN
-  CITY LIMITS AND ETJ
-  CCN SEWER BOUNDARIES*
-  CCN WATER BOUNDARIES*

*DATA SOURCE: MUDS - FIBERS AND TCCS, CCNS, CIVIC MTP, FORT BEND COUNTY CITY OF FULSHEAR LIMITS AND ETJ, FORT BEND COUNTY ENGINEERING AND CITY OF FULSHEAR & GEOGRAPHIC TECHNOLOGY GROUP, CITY OF VESTON LAKES LIMITS AND ETJ - FORT BEND COUNTY ENGINEERING

*CCN BOUNDARIES FROM OFFICAL DATA RELEASE ARE OF TEN SHIFTED FROM ACTUAL BOUNDARY.



AERIAL PHOTOGRAPH DATE: 11/04/2018
THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT BE USED FOR ENGINEERING OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY, AND REPRESENTS APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



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

AGENDA OF: 1/19/2021

ITEMS: IV.F.

**DATE
SUBMITTED:**

DEPARTMENT: Administration

PREPARED BY:

PRESENTER:

SUBJECT: DISCUSSION OF CITY OF FULSHEAR 2021 LEGISLATIVE PRIORITIES AND POSSIBLE ACTION ON SAME, INCLUDING BUT NOT LIMITED TO AUTHORIZING THE MAYOR TO EXECUTE ONE OR MORE RESOLUTIONS PERTAINING THERETO

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

1. Fulshear would like a seat on the Ft. Bend subsidence district. We currently share a seat with 12 other cities but have grown, in population, enough to occupy our own seat. I've spoken with a couple of reps from the district and they have no objection. However, because it was created by legislation it will take a legislative act to expand.
2. The City would like to see legislation that addresses the North Fort Bend Water Authorities. The fees are a major issue (our residents pay less than \$5.00 for their first 5k gallons on water rate to the city but a pass through fee over \$20 for the same usage to the NFWA) and the residents get no benefit. There is little accountability for authorities actions and we feel that it is essential not only address the fee itself but also the accountability and transparency of the Board. Fulshear shares a single representative with 58 MUDs on the authority.
3. Fulshear has adopted both Subchapter A and B of Section 212.0045 of the Local Government Code and it's had some unintended consequences, especially for our older properties, as it relates to platting as a requirement for permitting. Fulshear believes it is essential for all home owners in Texas to have the platting exemption stipulated in A extended to B.

Section 212.0045 of the Local Government Code, which is located within Subchapter A of Chapter 212, provides an exception to the subdivision plat requirement based on "municipal determination." Specifically, section 212.0045 states: Sec. 212.0045. EXCEPTION TO PLAT REQUIREMENT: MUNICIPAL DETERMINATION. (a) To determine whether specific divisions of land are required to be platted, a municipality may define and classify the divisions. A municipality need not require platting for every division of land otherwise within the scope of this subchapter.

(b) In lieu of a plat contemplated by this subchapter, a municipality may require the filing of a development plat under Subchapter B if that subchapter applies to the municipality.

There is no corresponding platting exception for Subchapter B. Therefore, as a long-term solution, the City may implore the Texas Legislature to enact an amendment to Subchapter B which provides for a similar exception to the development plat requirement. For example, a new section could be added to Subchapter B which reads:

Sec. 212.[0XX]. EXCEPTION TO PLAT REQUIREMENT: MUNICIPAL DETERMINATION. To determine whether a specific development of land is required to be platted, a municipality may define and classify the development. A municipality need not require platting for every development of land otherwise within the scope of this subchapter.

RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
Resolution from FBC	1/13/2021	Resolution

FORT BEND COUNTY RESOLUTION

**IN SUPPORT OF
MODIFYING THE FORT BEND SUBSIDENCE DISTRICT BOARD ALLOCATION TO
INCLUDE THE CITY OF FULSHEAR AS AN APPOINTING AUTHORITY**

WHEREAS, The Fort Bend Subsidence District was created in 1989 as a conservation and reclamation district, and has a 15-member board; and

WHEREAS, Fort Bend County is allowed six board appointees and the cities of Houston, Missouri City, Sugar Land, Rosenberg, Richmond, and Stafford are allowed one board appointee each; and

WHEREAS, The smaller cities in Fort Bend County are given one joint appointment to the board; and

WHEREAS, The City of Fulshear has experienced tremendous growth over the past ten years, and is now a Home-Rule City and the largest city in the northern portion of Fort Bend County; and

WHEREAS, The City of Fulshear has expressed a strong desire to have their own representative appointed to the Subsidence District Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that Fort Bend County Commissioners Court supports legislation that will modify the Subsidence District Board composition and give the City of Fulshear their own appointee to the Board of Directors.

PASSED and APPROVED by a unanimous vote of the Commissioner's Court on January 12, 2020.



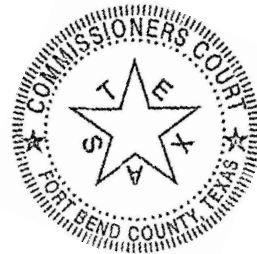
County Judge KP George

County Judge KP George

ATTEST:



Laura Richard, County Clerk



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

AGENDA OF:	1/19/2021	ITEMS:	IV.G.
DATE SUBMITTED:	1/7/2021	DEPARTMENT:	Public Works
PREPARED BY:	Sharon Valiante, Public Works Director	PRESENTER:	Sharon Valiante, Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE 2021-1337 ADOPTING FLOOD DAMAGE PREVENTION REGULATIONS

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City of Fulshear is a member of the National Flood Insurance Program (NFIP) as legislated by the State of Texas thru the Flood Control Insurance Act, Texas Water Code, Section 14.315, which delegates the responsibility to the local governing body to adopt regulations to minimize flood losses.

From time to time the Flood Insurance Rate Map (FIRM) for our area are revised, thus possibly requiring us to add additional language to our adopted Ordinance(s) already in place.

The City received notification from the Texas Water Development Board (TWDB) notifying the City that the revised FIRM maps will go into effect January 29, 2021 and a new or revised Ordinance will need to be adopted if our current Ordinances were not adequate to incorporate the necessary language required to accommodate the revisions. Staff submitted our Ordinances for review and received a response from Richie Hernandez regarding the added language.

Mr Hernandez has requested we amend or adopt a new Ordinance to incorporate the following:

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, “Flood Insurance Study (FIS) for Fort Bend County TX and Incorporated Areas,” dated Effective 01/29/2021, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated 01/29/2021. and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

Ordinance 2021 - 1337, patterned after the TWDB model Ordinance is presented for consideration.

RECOMMENDATION

Council adopt Ordinance 2021- 1337 for Flood Damage Prevention.

ATTACHMENTS:

Description

Ordinance 2021-1337 FDPO

Upload Date

1/11/2021

Type

Ordinance

FLOOD DAMAGE PREVENTION ORDINANCE 2021-1337

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Fulshear of Fulshear, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Fulshear are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse

under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY - means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface

elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship

repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a

basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to

discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living

conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of the City of Fulshear, Fulshear Texas.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "Flood Insurance Study (FIS) for Fort Bend County TX and Incorporated Areas," dated Effective 01/29/2021, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated

01/29/2021. and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this ordinance.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4, Section (B)(1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION D. VARIANCE PROCEDURES

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent

water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize

hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION F. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Fulshear from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION G. CERTIFICATION OF ADOPTION

APPROVED: _____
Aaron Groff, Mayor

PASSED: _____
January 19, 2021

ORDINANCE BECOMES EFFECTIVE: January 29, 2021 _____
(effective date)

I, the undersigned, Kimberly Kopecky, City Secretary, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City of Fulshear, at a regular meeting duly convened on January 19, 2021.

Kimberly Kopecky, City Secretary

{SEAL}