



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

June 9, 2020

NOTICE IS HEREBY GIVEN OF A SPECIAL CITY COUNCIL MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, June 9, 2020 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 A CONTRACT FOR AN EMERGENCY OPERATIONS GENERATOR PROJECT**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, INC., AND FULSHEAR EQUINE, LLC.**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2020-1326, AN ORDINANCE AMENDING SECTION 2-133 OF THE FULSHEAR CODE, REGARDING THE APPOINTMENT AND COMPOSITION OF THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE**
- D. CONSIDERATION AND POSSIBLE ACTION ON THE CARES ACT FUNDING AGREEMENT WITH FORT BEND COUNTY**

V. EXECUTIVE SESSION

- A. EXECUTIVE SESSION- PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNING BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT; PURSUANT TO SECTION 551.072 OF THE TEXAS OPEN MEETINGS ACT, DELIBERATE CONCERNING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY**
- B. EXECUTIVE SESSION- PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNING BODY UNDER THE TEXAS DISCIPLINARY**

RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT; PURSUANT TO SECTION 551.072 OF THE TEXAS OPEN MEETINGS ACT, DELIBERATE CONCERNING THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY; AND PURSUANT TO SECTION 551.087 OF THE TEXAS OPEN MEETINGS ACT, DISCUSS OR DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT OR BOTH

VI. ACTION FROM EXECUTIVE SESSION

- A. CONSIDERATION AND POSSIBLE ACTION ON RIGHT OF WAY ACQUISITION RELATED TO THE HUGGINS ROAD WIDENING PROJECT**
- B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND TRENDMAKER HOMES INC.**
- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A UTILITY AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, AND TRENDMAKER HOMES, INC. ON BEHALF OF PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175**

VII. 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 WEDNESDAY, JUNE 3, 2020 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: 6/9/2020 **ITEMS:** IV.A.
DATE 5/25/2020 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT FOR AN EMERGENCY OPERATIONS GENERATOR PROJECT

Expenditure Required: \$150,000

Amount Budgeted: \$150,000

Funding Account: 300-5-000-5860 = \$75,000; 100-5-490-5570-02 = \$75,000

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This project will serve to improve emergency operations for the City's facilities located in the industrial/business park off FM 1093. The project will install two 100KW generators at the Police Department and the Finance/Utility Services & Building/Development Services buildings and provide for the electrical upgrades necessary to run the facilities at 100% operations when power is out.

Staff utilized the cooperative purchasing program to get quotes to consider for implementing the project. The successful vendor, L J Power Generators, submitted a bid @ \$141,059.50 for the project, which is in line with the approved Buyboard cooperative contract #577-18 and City contract #2020-41.

Staff are recommending award to LJ Power Generators to do the project.

RECOMMENDATION

City Council award a contract to L J Powers for the Emergency Generator Project.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------|-------------|-----------------|
| Quote Finance Building | 5/25/2020 | Backup Material |
| Quote PD | 5/25/2020 | Backup Material |
| Coop Equipment Award | 5/25/2020 | Backup Material |



| | | | | |
|---|------------------------------------|--|------------------------|-----------------|
| Quote Number | Quote Name | Quote Date | Expiration Date | Currency |
| 20055-005-ND-Finance | City of Fulshear Finance buildings | 5/14/20 | 6/30/20 | USD |
| Sales Person | Manufacturing Plant | Quote Entered By | Contact No. | |
| Norman Davis | Aksa USA Louisiana | Norman Davis | 321 243-6999 | |
| Quoted To: | | Ship To: | | |
| City of Fulshear Finance buildings Attn: Kerry Sigler Per Texas Buy Board Contract #: 577-18 | | Freight to Houston, Texas Does not include fuel fill or sales tax. | | |

| <u>Line No.</u> | <u>Qty</u> | <u>Part Number</u> | <u>Description</u> | <u>Unit List</u> | <u>Discount</u> | <u>Extended Total</u> |
|-----------------|------------|--------------------|--|------------------|-----------------|-----------------------|
| 000010 | 1 | ULJ 100 | 100 kW Aksa Diesel generator (120/240V, 3 phase) | \$45,957 | 50% | \$22,978.50 |
| 000020 | 1 | Housing | Sound attenuated enclosure | \$4,116 | 50% | \$2,058.00 |
| 000030 | 1 | 10A Charger | 10 Amp Battery Charger with Meters | \$1,333 | 50% | \$667.00 |
| 000040 | 3 | Breaker | Main Line Circuit Breaker 200 amp rated | \$2,986 | 50% | \$1,493.00 |
| 000050 | 1 | Tank | 48-hour subbase diesel fuel tank UL142. | \$10,014 | 50% | \$5,007.00 |
| 000060 | 1 | Low coolant | Low coolant level switch and shutdown | \$290 | 50% | \$145.00 |
| 000070 | 1 | Warranty | 2 Year Comprehensive Warranty | STD | 50% | STD |
| 000080 | 3 | ATS | Zenith True One ZTG series, 3 pole automatic transfer. 200 amp | \$13,305 | 50% | \$6,652.50 |
| 000090 | 3 | 3R | ATS Nema 3R enclosure | \$654 | 50% | \$327.00 |
| 000100 | 3 | MEXEG | MEXEG controls and exerciser | \$1,461 | 50% | \$730.50 |
| 000110 | 1 | Freight | Generator, ATS Freight to Houston, Tx. | \$1,600 | N/A | \$1,600.00 |
| 000120 | 1 | Installation | Installation (Includes place new generator on existing slab, Installation of automatic transfer switches. Condit and wiring from generator to ATS, s above ground conduits. Electrical connection from ATS to building panel.) Run auto start wiring between ATS and generator. Run 120 volts from building to generator for block heater and battery charger. | \$29,807 | N/A | \$29,807.00 |
| 000130 | 1 | Startup | Onsite Startup and Training by Factory Rep. | \$800.00 | N/A | \$800.00 |
| | | | Total Quote for 100 kW Diesel. Generator installed: | | | \$72,265.50 |
| | | | OPTION: Bi Annual service contract includes one minor and load on building test and one major with oil and filter changes and a two hour load bank test at 100% rated load. | \$700.00 | | |

Note: The generator windings are 12 lead and can be re-configured for another voltage if needed when it is moved to the new building. The Zenith True One automatic transfer switches are self-voltage sensing and can be used for any voltage 208 to 480 volts without changing any parts. So, if you move this equipment to a new location with a different voltage you should be OK.



| Quote Number | Quote Name | Quote Date | Expiration Date | Currency |
|--|-----------------------------------|--|-----------------|----------|
| 20055-005-ND-Police | City of Fulshear Police buildings | 5/14/20 | 6/30/20 | USD |
| Sales Person | Manufacturing Plant | Quote Entered By | Contact No. | |
| Norman Davis | Aksa USA Louisiana | Norman Davis | 321 243-6999 | |
| Quoted To: | | Ship To: | | |
| City of Fulshear Police buildings Attn: Kerry Sigler Per Texas Buy Board Contract #: 577-18 | | Freight to Houston, Texas Does not include fuel fill or sales tax. | | |

| Line No. | Qty | Part Number | Description | Unit List | Discount | Extended Total |
|----------|-----|------------------|--|-----------|----------|--------------------|
| 000010 | 1 | ULJ 100 | 100 kW Aksa Diesel generator (120/240V, 3 phase) | \$45,957 | 50% | \$22,978.50 |
| 000020 | 1 | Housing | Sound attenuated enclosure | \$4,116 | 50% | \$2,058.00 |
| 000030 | 1 | 10A Charger | 10 Amp Battery Charger with Meters | \$1,333 | 50% | \$667.00 |
| 000040 | 2 | Breaker | Main Line Circuit Breaker 200 amp rated | \$1,493 | 50% | \$746.50 |
| 000050 | 1 | Tank | 48-hour subbase diesel fuel tank UL142. | \$10,014 | 50% | \$5,007.00 |
| 000060 | 1 | Low coolant | Low coolant level switch and shutdown | \$290 | 50% | \$145.00 |
| 000070 | 1 | Warranty | 2 Year Comprehensive Warranty | STD | 50% | STD |
| 000080 | 2 | ATS | Zenith True One ZTG series, 3 pole automatic transfer. 200 amp | \$8,870 | 50% | \$4,435.00 |
| 000090 | 2 | 3R | ATS Nema 3R enclosure | \$436 | 50% | \$218.00 |
| 000100 | 2 | MEXEG | MEXEG controls and exerciser | \$974 | 50% | \$487.00 |
| 000110 | 1 | Freight | Generator, ATS Freight to Job site. | \$1,600 | N/A | \$1,600.00 |
| 000120 | 1 | Installation | Installation (Includes place new generator on new poured slab, Installation of automatic transfer switches. Condit and wiring from generator to ATS, s above ground conduits. Electrical connection from ATS to building panel.) Run auto start wiring between ATS and generator. Run 120 volts from building to generator for block heater and battery charger. | \$30,652 | N/A | \$30,652.00 |
| 000130 | 1 | Startup | Onsite Startup and Training by Factory Rep. | \$800.00 | N/A | \$800.00 |
| | | | Total Quote for 100 kW Diesel. Generator installed: | | | \$69,794.00 |
| | | Service Per Year | OPTION: Bi Annual service contract includes one minor and load on building test and one major with oil and filter changes and a two hour load bank test at 100% rated load. | \$700.00 | | |

Note: The generator windings are 12 lead and can be re-configured for another voltage if needed when it is moved to the new building. The Zenith True One automatic transfer switches are self-voltage sensing and can be used for any voltage 208 to 480 without changing any parts. So if you move this equipment to a new location with a different voltage you should be OK.

The Local Government Purchasing Cooperative

For the Period 12/1/2018 to 11/30/2019

Final Catalog Award Report for Building Maintenance, Repair, Operations Supplies and Equipment #577-18

2 Discount (%) Off Catalog/Pricelist for All Types of Power Generating Equipment

| Vendor | Vendor Catalog Info | Percent Discount | Award |
|---------------------------------|--|------------------|-------|
| L J Power Inc | Aksa pricelist - L J Power | 50% | Yes |
| Alamo Iron Works | Alamo Iron Works pricelist | 10% | Yes |
| Garnet Dynamics, Inc. | Armstrong Fluid Technology pricelist - Garnet Dynamics | 25% | Yes |
| Armstrong Mechanical Company, I | Armstrong Mechanical Company pricelist | 0% | No |
| L J Power Inc | Asco pricelist - L J Power | 50% | Yes |
| AZTECA Designs, Inc | Azteca Designs pricelist | 0% | No |
| Land & Sea Services 1, Inc. | Blue Star pricelist - Land & Sea Services 1 | 10% | Yes |
| Burton Companies | Burton Companies pricelist | 50% | Yes |
| Bush Supply Company | Bush Supply Company pricelist (40% to 90% discount) | 40% | Yes |
| Garnet Dynamics, Inc. | Caleffi Internaional pricelist - Garnet Dynamics | 50% | Yes |
| Garnet Dynamics, Inc. | Carrier Building Services pricelist - Garnet Dynamics | 5% | Yes |
| Land & Sea Services 1, Inc. | Caterpillar pricelist - Land & Sea Services 1 | 0% | Yes |
| Crawford Electric Supply | Crawford Electric Supply pricelist | 10% | Yes |
| Land & Sea Services 1, Inc. | Cummins pricelist - Land & Sea Services 1 | 10% | Yes |
| Electracom Supply Inc. | Electracom Supply pricelist | 18% | Yes |
| Elliott Electric Supply | Elliott Electric Supply Generators, Fasteners and Hand Tools pricelist | 0% | Yes |
| Real Network Services, Inc. | Elliott Electric Supply pricelist - Real Network Services | 10% | No |
| Ferguson Facilities Supply | Ferguson Facilities Supply pricelist | 6% | Yes |
| L J Power Inc | GE Ats pricelist - L J Power | 50% | Yes |
| CC Distributors, Inc | Generac Generators pricelist - CC Distributors | 15% | Yes |
| Land & Sea Services 1, Inc. | Generac pricelist - Land & Sea Services 1 | 0% | Yes |
| Global Equipment Company | Global Equipment Company pricelist | 10% | Yes |
| Garnet Dynamics, Inc. | Governor Gas Regulators pricelist - Garnet Dynamics | 10% | Yes |
| Land & Sea Services 1, Inc. | John Deere pricelist - Land & Sea Services 1 | 10% | Yes |
| The Brandt Companies, LLC | Johnson Supply pricelist - The Brandt Companies | 25% | No |

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

AGENDA OF: 6/9/2020 **ITEMS:** IV.B.
DATE 5/27/2020 **DEPARTMENT:** Building Services
SUBMITTED:

PREPARED BY: Zach Goodlander **PRESENTER:** Zach Goodlander

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, INC., AND FULSHEAR EQUINE, LLC.

Expenditure Required: n/a

Amount Budgeted: n/a

Funding Account: n/a

Additional Appropriation Required: n/a

Funding Account: n/a

EXECUTIVE SUMMARY

The original "Polo Ranch Development Agreement" was signed January 5, 2016. At that time the agreement was between the landowner, the City, and Johnson Development.

Johnson didn't close on the property and so all rights, duties, and obligations of the "Developer" were automatically assigned to Landowners.

The City and the Landowners entered into a "First Amendment" to that agreement on June 20, 2017.

On July 3, 2018 the Landowners assigned part of the rights and obligations of the "Developer" to Century Land Holdings (Century Communities). That assignment is provided here as Exhibit A.

The City and Century entered into a "Second Amendment" in January of 2019, provided here as Exhibit B.

This, the "Fourth Amendment" seeks to resolve two items. First, the Landowners seek to clarify that by virtue of the assignment (July 3, 2018) the Developer, Century, has the right to amend the Agreement on behalf of the Landowners. Secondly, Century is seeking to amend the General Plan, Exhibit E.

The proposed General Plan revision shifts the main north-south corridor to the east to be entirely within the Polo Ranch development. It also increases the number of lots in Polo Ranch from 710 to 781. This increase of 71 lots maximizes the allowed increase of 10% per the Development Agreement (Section 3.02, Density).

RECOMMENDATION

Staff recommends approval of the amendment to the "Polo Ranch Development Agreement".

The shifting of the north-south road east will allow for another north-south corridor to be constructed in the future on the remaining Waters land, providing for an additional mobility option.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|---------|
| Fourth Amendment to the Polo Ranch DA | 5/27/2020 | Exhibit |
| DA Amendment - Exhibit A Assignment | 5/27/2020 | Exhibit |
| DA Amendment - Exhibit B 2nd Amendment | 5/27/2020 | Exhibit |
| DA Amendment - Exhibit E General Plan | 5/27/2020 | Exhibit |

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS,
FULSHEAR INVESTMENTS, INC., FULSHEAR EQUINE, LLC, AND
CENTURY LAND HOLDINGS OF TEXAS, LLC**

This Fourth Amendment to Development Agreement between the City of Fulshear, Texas, Fulshear Investments, Inc., and Fulshear Equine, LLC (this "Amendment"), is made and entered into as of June 9, 2020 (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"), and CENTURY LAND HOLDINGS OF TEXAS, LLC, a Colorado limited liability company ("Century") (Fulshear Investments and Fulshear Equine may be collectively referred to herein as "Landowners").

RECITALS

The City, Landowners, and Johnson Development Services, LLC, entered into a Development Agreement dated as of January 5, 2016 (the "Agreement"), with regard to approximately 270.482 acres of land in Fort Bend County, Texas (the "Property").

Johnson Development Services, LLC did not close on the purchase of the Property; and, therefore, in accordance with Section 9.14 of the Agreement, all rights, duties, and obligations of Developer under the Agreement were automatically assigned to Landowners.

The City and the Landowners entered into that certain Amendment to Development Agreement dated as of June 20, 2017 (the "First Amendment"), amending certain portions of the Agreement.

The Landowners assigned part of the rights and obligations of the Developer to Century, being all those rights and obligations of the Developer applicable to that certain 219.527 acre tract of land, the same being more particularly described by the Partial Assignment dated July 3, 2018, attached hereto as Exhibit A (the "Partial Assignment").

The City and Century entered into that certain Second Amendment to Development Agreement, the same being executed by the City on January 15, 2019, and by Century on January 23, 2019, attached hereto as Exhibit B (the "Second Amendment").

The City and Landowners entered into that certain Third Amendment to Development Agreement as of July 16, 2019 (the "Third Amendment"), being limited in effect to that certain Tract C as described therein.

The Landowners desire to clarify that, by virtue of the Partial Assignment, Century is to become Developer for purposes of the Agreement as to that portion of the Property assigned to Century by the Partial Assignment, as provided by Section 8.04 of the Agreement, and that Century has the right to amend the Agreement on behalf of Landowners as to the portion of the Property assigned to Century as provided by Section 8.05 of the Agreement.

Century desires to amend the General Plan, as defined in the Agreement, to the extent that it applies to the portion of the Property assigned to Century by the Partial Assignment.

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 Century 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 Century agree as follows:

1. By virtue of the Partial Assignment and of even date therewith, Century is to become Developer for purposes of the Agreement as to that portion of the Property assigned to Century, and Century has the right to amend the Agreement on behalf of Landowners as to said portion of the Property.

2. The Second Amendment is hereby ratified and the Effective Date of same shall be deemed to be January 15, 2019.

3. Exhibit E attached to the Agreement is hereby deleted and replaced with Exhibit E attached hereto.

4. The Agreement, including the First Amendment, Second Amendment, and Third Amendment, and as amended hereby, shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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

CITY OF FULSHEAR, TEXAS

Aaron Groff, Mayor

ATTEST:

Kimberly Kopecky, City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Aaron Groff, Mayor of the City of Fulshear, Texas.

Notary Public, State of Texas

FULSHEAR INVESTMENTS, INC.,
a Texas corporation

By: _____
Louis A. Waters, Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Louis A. Waters, Director 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: _____
Patrick T. Conroy, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Patrick T. Conroy, Manager of Fulshear Equine, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

CENTURY LAND HOLDINGS OF TEXAS, LLC,
a Colorado limited liability company

By: _____
Marc A. Tindall, Vice President of Land

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Marc A. Tindall, Vice President of Land for Century Land Holdings of Texas, LLC, a Colorado limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

Partial Assignment

Date: July 3, 2018

Assignor: FULSHEAR INVESTMENTS, INC., a Texas corporation, and FULSHEAR EQUINE, LLC, a Texas limited liability company

Assignor's Mailing Address: 2800 Post Oak Blvd., Suite 5850, Houston, Texas 77056

Assignee: CENTURY LAND HOLDINGS OF TEXAS, LLC, a Colorado limited liability company

Assignee Mailing Address: 4700 W. Sam Houston Pkwy N., Suite 130, Houston, Texas 77041

Consideration: TEN DOLLARS (\$10) and other valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged.

Assigned Property: Development Agreement between the City of Fulshear, Texas, Fulshear Investments, Inc., Fulshear Equine, LLC, and Johnson Development Services, LLC dated January 5, 2016, only as to 219.527 acres of land in Fort Bend County, Texas, being 220.101 acres of land, save and except 0.574 acre of land, more fully described by metes and bounds in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Assignor, for the Consideration, assigns, transfers, and delivers the Assigned Property to Assignee.


When the context requires, singular nouns and pronouns include the plural.

ASSIGNOR:

FULSHEAR INVESTMENTS, INC.,
a Texas corporation

By: 
Louis A. Waters, President

FULSHEAR EQUINE, LLC,
a Texas limited liability company

By: 
Patrick T. Conroy, Manager

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on July 2nd, 2018, by Louis A. Waters, President of FULSHEAR INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

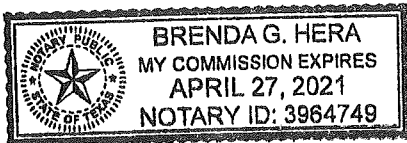


Brenda G. Hera
Notary Public, State of Texas
My commission expires: April 27, 2021

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on July 2nd, 2018, by Patrick T. Conroy, Manager of Fulshear Equine, LLC, a Texas limited liability company, on behalf of said company.



Brenda G. Hera
Notary Public, State of Texas
My commission expires: April 27, 2021

Legal description of land:

A Field Note Description of 220.101 Acres of Land out of the following tracts: Fulshear Investment, Inc. call 125.380 Acre Tract recorded in Volume 2519, Page 212; Official Records; Fulshear Investments, Inc. call 41.2 Acre Tract recorded in CCF #9573102; Fulshear Equine, LLC call 27.806 Acre Tract recorded in FBC 2008115118; Fulshear Equine, LLC call 76.694 Acre Tract recorded in FBC 2008115119; Fulshear Equine, LLC call 131.863 Acre Tract recorded in FBC 2012149212 (See FBC 2006025582) and Fulshear Equine, LLC call 50.0 Acre Second Tract recorded in FBC 2012149212; and being 209.499 Acres in the Churchill Fulshear League, Abstract No. 29 and 10.601 Acres in the John Randon League, Abstract No. 76, Fort Bend County, Texas.

For Connection Begin at a point in Rogers Road marking the Northwest corner of said Churchill Fulshear League, Ab. 29 and Northeast corner of the John Randon League, Ab. 76; **THENCE**, East (Base Bearing), 931.0 feet along Rogers Road to a "PK" nail found in the Southwest right-of-way line of State Farm Market Road No. 359; **THENCE**, Southeasterly along a curve to the left marking the Southwest right-of-way line of said State Farm Market Road No. 359 with a Delta=13 deg. 04' 01", Radius=1960.08 feet and Length=447.02 feet to the point of curve to the left; **THENCE**, Continuing along said Southwest right-of-way line of said State Farm Market Road No. 359, South 48 deg. 48' 30" East, at 1461.26 feet pass the North corner of the Fulshear Equine, LLC, Inc. call 131.863 Acre Tract, in all 1568.03 feet to a point in asphalt driveway marking the North corner of and place of beginning for this 220.101 Acre Tract,

THENCE, South 48 deg. 48' 30" East, 723.35 feet along said Southwest right-of-way line of said State Farm Market Road No. 359 to a 1/2 inch iron pipe found marking the Northeast corner of the Fulshear Equine, LLC call 131.863 Acre Tract and Northeast corner of this tract;

THENCE, Southerly, along and on a fence line marking the East line of the Fulshear Equine, LLC Properties with the following courses and distances;

South 06 deg. 47' 20" West, 1089.06 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

South 05 deg. 25' 19" West, 307.50 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point in this line and the Southwest corner of the Texana Center call 14.44 Acre Tract (FBC 2015031589) and the Northwest corner of the Grand Ricos call 44.512 Acre Tract (FBC 2015091411);

South 07 deg. 03' 25" West, 114.33 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

South 06 deg. 21' 40" West, at 2121.70 feet pass the Southeast corner of said Fulshear Equine, LLC call 131.863 Acre Tract and the Northeast corner of said Fulshear Equine, LLC call 50.0 Acre Tract, in all 2353.70 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

South 08 deg. 29' 52" West, 600.73 feet to a capped 5/8 inch iron rod stamped 1535-4035" found for angle point;

South 14 deg. 01' 35" West, 600.22 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

South 12 deg. 18' 32" West, 118.50 feet to a capped 5/8 inch iron rod stamped "1535-4035" found

for angle point;

South 14 deg. 55' 02" West, 139.54 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

South 10 deg. 58' 24" West, 146.20 feet to a capped 5/8 inch iron rod stamped "1535-4035" found for angle point;

South 10 deg. 28' 41" West, 120.87 feet to an iron rod found at corner post marking the Southeast corner of this tract; said corner also marking the Southeast corner of said Fulshear Investments, Inc. call 125.380 Acre Tract;

THENCE, South 77 deg. 05' 16" West, 299.07 feet along the North right-of-way line of the Metropolitan Transit Authority of Harris County Tract (Volume 2478, Page 1664 of the Official Records) to a capped 5/8 inch iron rod stamped "1535-4035" set marking a Southerly Southwest corner for this tract;

THENCE, North 12 deg. 53' 49" West, 800.33 feet to a 14 Inch Oak Tree for a re-entrant corner of this tract;

THENCE, South 77 deg. 02' 42" West, 2005.99 feet to a point marking the Westerly Southwest corner of this tract;

THENCE, Northwestery along the following courses and distances:

North 22 deg. 15' 14" West, 89.47 feet to an angle point;
North 24 deg. 42' 04" West, 87.72 feet to an angle point;
North 26 deg. 32' 53" West, 47.06 feet to an angle point;
North 27 deg. 45' 14" West, 40.90 feet to an angle point;
North 28 deg. 43' 31" West, 54.50 feet to a point for corner;

THENCE, Along a curve to the right along Segment A. having Delta=01 deg. 21' 03", Radius=330.0 feet, Length=7.78 feet and Chord=South 58 deg. 41' 49" West, 7.78 feet to a point;

THENCE, Along Segment B. South 59 deg. 22' 19" West, 8.56 feet to point of curve to the left;

THENCE, Along a curve to the left along Segment C. having Delta=88 deg. 28' 54", Radius=25.0 feet, Length=38.61 feet and Chord=South 15 deg. 07' 52" West, 34.88 feet to a point for corner;

THENCE, Along a curve to the left along Segment D. having Delta=03 deg. 02' 15", Radius=2050.0 feet, Length=108.68 feet and Chord=North 30 deg. 37' 41" West, 108.67 feet to a point for corner;

THENCE, Along a curve to the left along Segment E. having Delta=88 deg. 28' 10", Radius=25.0 feet, Length=38.60 feet and Chord=South 76 deg. 23' 16" East, 34.88 feet to a point for corner;

THENCE, Along Segment F. North 59 deg. 22' 19" East, 8.56 feet to point of curve to the left;

THENCE, Along a curve to the left along Segment G. having Delta=01 deg. 48' 52", Radius=270.0 feet, Length=8.55 feet and Chord= North 58 deg. 27' 53" East, 8.55 feet to a point for corner;

THENCE, Northwestery with the following courses and distances:

North 33 deg. 18' 43" West, 71.80 feet to an angle point;
North 34 deg. 03' 51" West, 46.91 feet to an angle point;
North 35 deg. 20' 53" West, 46.81 feet to an angle point;
North 36 deg. 37' 50" West, 46.67 feet to an angle point;

North 39 deg. 09' 32" West, 165.26 feet to a point for corner;

THENCE, South 32 deg. 25' 59" West, 43.24 feet to a point for corner;

THENCE, Along a curve to the left have Delta=04 deg. 19' 14", Radius=2050.0 feet, Length=154.59 feet and Chord= North 43 deg. 37' 48" West, 154.55 feet to a point marking the Westerly Southwest corner of this tract;

THENCE, North 32 deg. 25' 59" East, 296.08 feet to a point for corner;

THENCE, South 86 deg. 59' 27" East, 366.15 feet to a point for corner;

THENCE, South 37 deg. 32' 51" East, 137.33 feet to a point for corner;

THENCE, South 86 deg. 59' 38" East, 206.61 feet to a point for corner;

THENCE, North 19 deg. 47' 15" East, 322.57 feet to a point for corner;

THENCE, North 03 deg. 49' 56" East, 272.33 feet to a point for corner;

THENCE, North 80 deg. 49' 48" East, 811.05 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for corner;

THENCE, North 49 deg. 50' 29" East, 449.96 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for corner;

THENCE, North, 16 deg. 35' 27" East, 67.43 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for corner;

THENCE, North 33 deg. 41' 46" West, at 1168.70 feet pass a capped 5/8 inch iron rod, in all 1228.05 feet to a capped 5/8 inch iron rod stamped "1535-4035" set for corner;

THENCE, North 16 deg. 02' 41" East, 278.93 feet to a point for corner;

THENCE, Along Curve "A." to the right with Delta=29 deg. 56' 45", Radius=2000.0 feet, Length=1045.31 feet, Tangent=534.69 feet and Chord=North 31 deg. 01' 04" East, 1033.45 feet to a point for corner;

THENCE, North 45 deg. 59' 26" East, 168.36 feet to the point of curve to the left;

THENCE, Along Curve "B." to the left with Delta=22 deg. 55' 09", Radius=2000.00 feet, Length=800.03 feet, Tangent=794.71 feet and Chord=North 34 deg. 31' 52" East, 794.71 feet to the point of tangency;

THENCE, North 23 deg. 04' 17" East, 210.05 feet to the point of curve to the right;

THENCE, Along Curve "C." to the right with Delta=18 deg. 06' 35", Radius=2000.00 feet, Length=632.15 feet, Tangent=318.73 feet and Chord = North 32 deg. 07' 35" East, 629.52 feet to the point of tangency;

THENCE, North 41 deg. 10' 52" East, 239.21 feet to the place of beginning and containing 220.101 Acres of Land.

SAVE AND EXCEPT THEREFROM:

A Field Note Description of a 0.574 Acre Tract of Land, being Director's Lot No. 1 to Shelly King, Director's Lot No. 2 to Paula Rucky, Director's Lot No. 3 to Angela Hitzman, Director's Lot No. 4 to Melissa Kapsen and Director's Lot No. 5 to Vivian R. Pool, as described in Fort Bend County Clerk's Files No. 2016010910, 2016010911, 2016010912, 2016010913 and 2016010914 and being out of the Fulshear Investment Inc. call 125.38 Acre Tract recorded in Volume 2519, Pagew 212 of the Official Records of Fort Bend County, Texas, in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas.

For Connection Beginning at a point marking the Southeast corner of the Fulshear Equine, LLC call First Tract-131.863 Acres and Northeast corner of the Fulshear Equine, LLC call Second Tract-50 Acres recorded under Fort Bend County Clerk's No. 2012149212; THENCE, South 58deg.44'55" West, 2275.73 feet to a point marking the Northwest corner of said 0.574 Acre Tract and **place of beginning** for this tract;

THENCE, East, 250.0 feet to a point marking the Northeast corner for this tract;

THENCE, South, 100.0 feet to a point marking the Southeast corner for this tract;

THENCE, West, 250.0 feet to a point marking the Southwest corner for this tract;

THENCE, North, 100.0 feet to the place of beginning and containing 0.574 Acre of Land.

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, INC.,
FULSHEAR EQUINE, LLC, AND JOHNSON DEVELOPMENT SERVICES, LLC**

This Second Amendment to Development Agreement between the City of Fulshear, Texas, Fulshear Investments, Inc., Fulshear Equine, LLC, and Johnson Development Services, LLC (this "Second Amendment"), is made and entered into as of January ____, 2019 (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"); and FULSHEAR EQUINE, LLC, a Texas limited liability company ("Fulshear Equine") (Fulshear Investments and Fulshear Equine are collectively referred to herein as "Landowners").

RECITALS

The City, Landowners, and Johnson Development Services, LLC, entered into a Development Agreement dated as of January 5, 2016 (the "Agreement"), with regard to approximately 270.482 acres of land in Fort Bend County, Texas, described by metes and bounds in Exhibit A (the "Property"). Johnson Development Services, LLC did not close on the purchase of the Property and is no longer a party to the Agreement.

The City and the Landowners entered into that certain Amendment to Development Agreement dated as of June 20, 2017 (the "First Amendment"), amending certain portions of the Agreement.

The City and the Landowners now desire to further amend the Agreement.

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 and the Landowners are proceeding in reliance on the enforceability of this Second Amendment.

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

1. Section 3.12 of the Agreement is hereby deleted and replaced with the following:

Section 3.12 Signs. All signs within the Property shall be designed and constructed in accordance with the Sign Ordinance; provided that (1) in the event that the City amends the Sign Ordinance (the "Amended Sign

Ordinance”) before construction of signs within the Property begins, Developer may elect to apply the Amended Sign Ordinance to signs within the Property by providing written notice to the City, and (2) if Developer submits a master sign plan (“Master Sign Plan”) to the City and the City approves such Master Sign Plan, Developer shall comply with the terms and conditions of such Master Sign Plan.

2. The Agreement, including the First Amendment, as amended hereby, shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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

CITY OF FULSHEAR, TEXAS



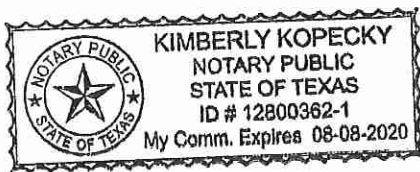
[Signature]
Aaron Groff, Mayor

ATTEST:

[Signature]
Kimberly Kopecky, City Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 15th day of January, 2019, by Aaron Groff, Mayor of the City of Fulshear, Texas.



[Signature]
Notary Public, State of Texas

CENTURY LAND HOLDINGS OF TEXAS,
LLC

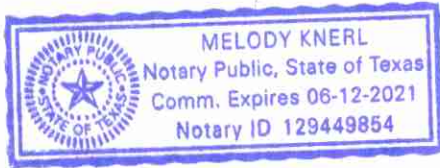
By: 

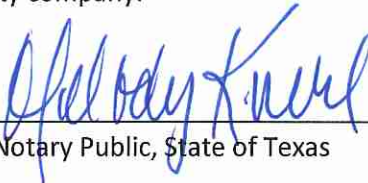
Marc A. Tindall, Vice President of Land

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 23rd day of JANUARY, 2019,
By Marc A. Tindall, Vice President of Land for Century Land Holdings of Texas, LLC, a Colorado limited
liability company, on behalf of such limited liability company.





Notary Public, State of Texas

[Official Notary Stamp]

FULSHEAR INVESTMENTS, INC.,
a Texas corporation

By: _____
Louis A. Waters, Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Louis A. Waters, Director of Fulshear Investments, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

FULSHEAR INVESTMENTS, INC.,
a Texas corporation

By: _____
Louis A. Waters, Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Louis A. Waters, Director of Fulshear Investments, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Exhibit A

September 25, 2015
Job Number 1406-3607

**DESCRIPTION OF
270.482 ACRES
BOUNDARY OF
FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 174**

Being 270.4820 acres of land located in the Churchill Fulshear League, Abstract 29, and in the John Randon League, Abstract 76, Fort Bend County, Texas, being a portion of that certain called 131.863 acre tract conveyed to Fulshear Equine, LLC. by an instrument of record in File Number 2012149212 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 131.863 acres described in File Number 2006025582, F.B.C.O.P.R., a portion of that certain called 27.806 acre tract conveyed to Fulshear Equine, LLC. by an instrument of record in File Number 2008115118, F.B.C.O.P.R., a portion of that certain called 50.0 acre tract conveyed to Fulshear Equine, LLC. by an instrument of record in File Number 2012149212, F.B.C.O.P.R., a portion of that certain called 125.380 acre tract conveyed to Fulshear Investments by an instrument of record in Volume 2519, Page 212, Official Records of Fort Bend County, Texas (F.B.C.D.R.), and a portion of that certain called 41.2 acre tract conveyed to Fulshear Investments by an instrument of record in File Number 9573103, F.B.C.O.R., said 270.482 acres being more particularly described by metes and bounds as follows (all bearings referenced to said 131.863 acre tract);

COMMENCING for reference at the most northerly corner of aforementioned 131.863 acre tract, same being on the southwesterly right-of-way line of State Farm Market Road No. 359, (FM 359);

Thence, South 48° 48' 30" East, along the common line of said 131.863 acre tract and said FM 359, 148.26 feet to the POINT OF BEGINNING of the herein described tract;

270.482 acres

September 25, 2015
Job Number 1406-3607

Thence, South $48^{\circ} 48' 30''$ East, continuing along said common line, 682.94 feet to a point for corner, same being the northwesterly corner of that certain called 14.456 acre tract conveyed to Corporon Investment, Inc. by an instrument of record in File No. 2005099822, F.B.C.O.P.R., same being the northeasterly corner of said 131.863 acre tract, and the northeasterly corner of the herein described tract;

Thence, with the common line of said 14.456 acre tract and said 131.863 acre tract, the following two (2) courses:

1. South $06^{\circ} 47' 20''$ West, 1,089.06 feet to a point for corner;
2. South $05^{\circ} 25' 19''$ West, 307.50 feet to a point for corner, same being the southwesterly corner of said 14.456 acre tract, and the northwesterly corner of that certain called 101 acre tract conveyed to McCann Brothers by an instrument of record in File No. 2005014004, F.B.C.O.P.R.,

Thence, with the westerly line of said 101 acre tract, the following eight (8) courses:

1. South $07^{\circ} 03' 25''$ West, with the easterly line of said 131.863 acre tract, 114.33 feet to a point for corner;
2. South $06^{\circ} 21' 40''$ West, continuing with said easterly line, at 2,121.70 feet pass the southeasterly corner of said 131.863 acre tract and the northeasterly corner of aforementioned 50.0 acre tract, in all, 2,353.35 feet to a point for corner;
3. South $08^{\circ} 30' 28''$ West, with the easterly line of said 50.0 acre tract, 600.35 feet to a point for corner;
4. South $14^{\circ} 02' 12''$ West, continuing with the easterly line of said 50.0 acre tract, and the easterly line of aforementioned 125.380 acre tract, 600.22 feet to a point for corner;

270.482 acres

September 25, 2015
Job Number 1406-3607

5. South $12^{\circ} 19' 09''$ West, continuing with the easterly line of said 125.380 acre tract, 116.50 feet to a point for corner;
6. South $14^{\circ} 55' 39''$ West, continuing with said easterly line, 139.54 feet to a point for corner;
7. South $10^{\circ} 59' 01''$ West, continuing with said easterly line, 146.20 feet to a point for corner;
8. South $10^{\circ} 29' 18''$ West, continuing with said easterly line, 120.87 feet to a point for corner on in the northwesterly line of the Metropolitan Transit Authority tract as described in Volume 2478, Page 1864, F.B.C.O.R., also being the southeasterly corner of said 125.380 acre tract, and the southwesterly corner of said 101 acre tract;

Thence, South $77^{\circ} 06' 50''$ West, along the common line of said Metropolitan Transit Authority tract and said 125.380 acre tract, 1,323.00 feet to a point for corner, the beginning of a curve;

Thence, continuing with said common line, in a southwesterly direction, 663.60 feet along the arc of a tangent curve to the right, having a radius of 5,679.58 feet, a central angle of $06^{\circ} 41' 40''$ and a chord which bears South $80^{\circ} 27' 40''$ West, 663.22 feet to a point for corner;

Thence, South $89^{\circ} 48' 30''$ West, along said common line, 286.18 feet to a point for corner, same being the most southerly southwesterly corner of the herein described tract;

Thence, North $06^{\circ} 11' 30''$ West, a distance of 20.00' to a point for corner;

Thence, North $61^{\circ} 37' 10''$ West, a distance of 100.41' to a point for corner, the beginning of a curve;

270.482 acres

September 25, 2015
Job Number 1406-8807

Thence, in a northwesterly direction 187.43 feet along the arc of a non-tangent curve to the left, having a radius of 1105.83 feet, a central angle of $08^{\circ} 40' 31''$ and a chord which bears North $14^{\circ} 31' 10''$ West, 167.28 feet to a point for corner;

Thence, North $18^{\circ} 51' 31''$ West, 117.44 feet to a point for corner, the beginning of a curve;

Thence, in a northwesterly direction, 162.27 feet along the arc of a tangent curve to the right, having a radius of 930.10 feet, a central angle of $09^{\circ} 59' 46''$ and a chord which bears North $13^{\circ} 51' 36''$ West, 162.07 feet to a point for corner;

Thence, North $08^{\circ} 51' 45''$ West, 126.54 feet to a point for corner, the beginning of a curve;

Thence, in a northwesterly direction, 552.56 feet along the arc of a tangent curve to the left, having a radius of 1,070.00 feet, a central angle of $29^{\circ} 35' 17''$ and a chord which bears North $23^{\circ} 35' 17''$ West, 546.44 feet to a point for corner;

Thence, North $38^{\circ} 27' 02''$ West, 291.57 feet to a point for corner;

Thence, North $38^{\circ} 03' 56''$ East, 285.79 feet to a point for corner;

Thence, South $71^{\circ} 51' 49''$ East, 503.00 feet to a point for corner;

Thence, South $78^{\circ} 03' 11''$ East, 128.07 feet to a point for corner;

Thence, North $02^{\circ} 23' 11''$ West, 431.71 feet to a point for corner;

Thence, North $19^{\circ} 08' 08''$ East, 1,025.72 feet to a point for corner;

Thence, South $85^{\circ} 41' 53''$ East, 31.23 feet to a point for corner, the beginning of a curve;

270.482 acres

September 25, 2015
Job Number 1406-3607

Thence, in a northeasterly direction, 305.99 feet along the arc of a non-tangent curve to the left, having a radius of 720.00 feet, a central angle of $24^{\circ} 21' 00''$ and a chord which bears North $82^{\circ} 07' 37''$ East, 303.69 feet to a point for corner;

Thence, North $69^{\circ} 57' 05''$ East, 119.66 feet to a point for corner;

Thence, North $20^{\circ} 02' 55''$ West, 278.75 feet to a point for corner, the beginning of a curve;

Thence, in a northwesterly direction, 738.80 feet along the arc of a tangent curve to the right, having a radius of 1,200.00 feet, a central angle of $35^{\circ} 16' 30''$ and a chord which bears North $02^{\circ} 24' 40''$ West, 727.18 feet to a point for corner;

Thence, in a northeasterly direction, 1,079.50 feet along the arc of a tangent curve to the right, having a radius of 2,010.00 feet, a central angle of $30^{\circ} 46' 17''$ and a chord which bears North $30^{\circ} 36' 44''$ East, 1,066.57 feet to a point for corner;

Thence, North $45^{\circ} 59' 52''$ East, 165.84 feet to a point for corner, the beginning of a curve;

Thence, in a northeasterly direction, 799.91 feet along the arc of a tangent curve to the left, having a radius of 2,000.00 feet, a central angle of $22^{\circ} 54' 57''$ and a chord which bears North $34^{\circ} 32' 24''$ East, 794.59 feet to a point for corner;

Thence, North $23^{\circ} 04' 55''$ East, 80.28 feet to a point for corner, the beginning of a curve;

Thence, in a northeasterly direction, 632.15 feet along the arc of a tangent curve to the right, having a radius of 2,000.00 feet, a central angle of $18^{\circ} 06' 35''$ and a chord which bears North $32^{\circ} 06' 12''$ East, 629.52 feet to a point for corner;

270.482 acres

September 25, 2015
Job Number 1406-3607

Thence, North 41° 11' 30" East, 362.48 feet to the POINT OF BEGINNING and containing 270.482 acres of land.

"This document, 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. It was also updated with an on-the-ground survey to remove some of the tract on 9-21-15.



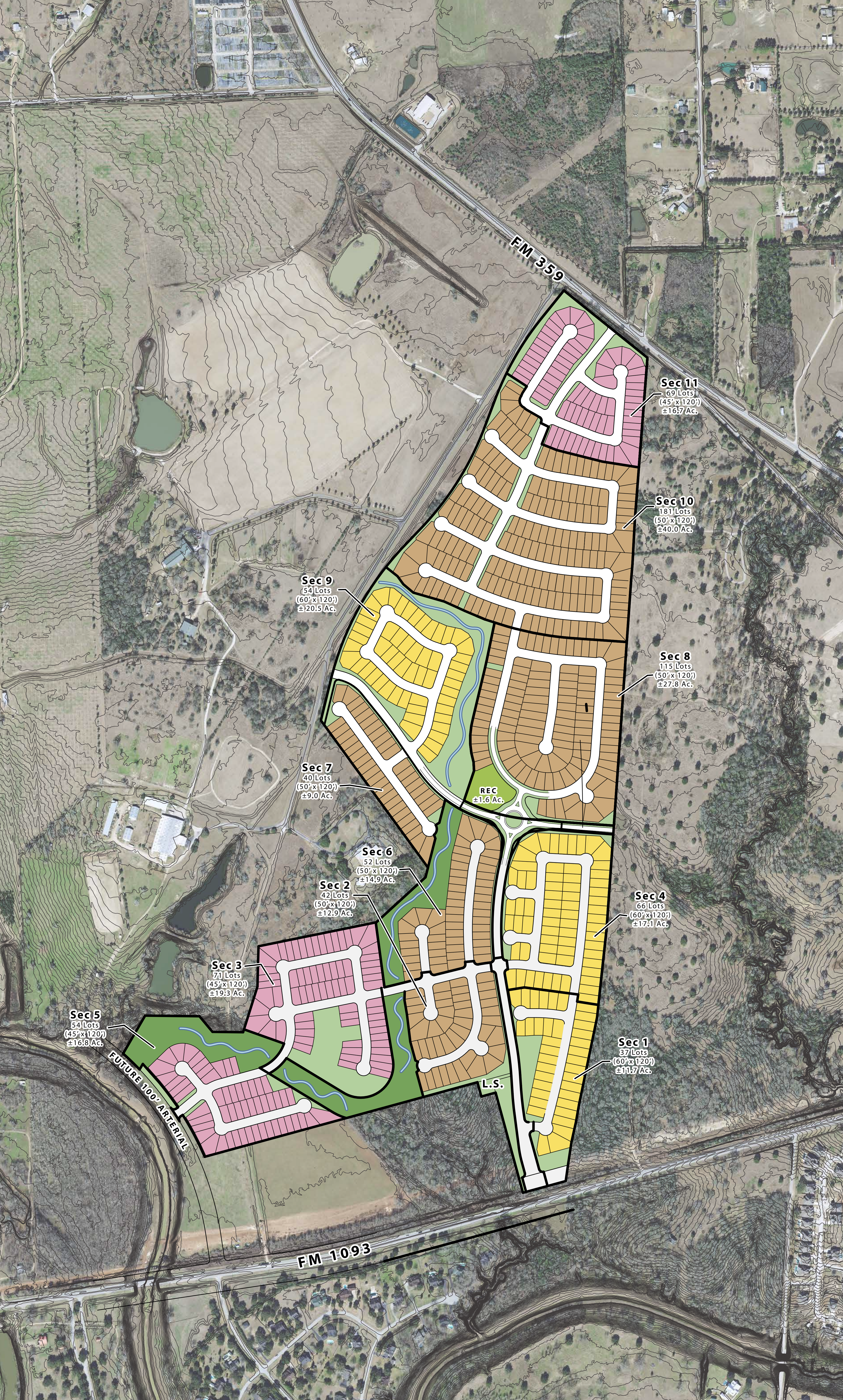
Heather L. Sides
9-25-15

LJA Engineering, Inc.

Residential Yield

| Project Totals | |
|----------------|-------------------|
| 45' x 120' | 194 Lots (24.5 %) |
| 50' x 120' | 430 Lots (55.4 %) |
| 60' x 120' | 157 Lots (20.1 %) |

TOTAL 781 Lots



Reference Date: 04.06.2020

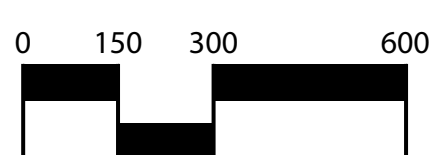
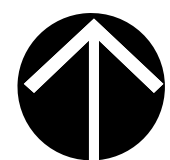


Planning & Landscape Architecture
 Land & Master Planning
 Land Use/Feasibility Studies
 Sustainable Design
 Urban Design
 Landscape Architecture

LJA Engineering, Inc.
 2929 Briarpark Drive, Suite 600
 Houston, Texas 77042-3703
 713.953.5200
 1070 Evergreen Circle, Suite 107
 The Woodlands, Texas 77380
 281.210.1750

A Schematic Plan for
POLO RANCH
 ±220.3 Acres of Land
 Fulshear, Texas

North



© Copyright 2019 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

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

AGENDA OF: 6/9/2020

ITEMS: I.V.C.

**DATE
SUBMITTED:** 6/1/2020

DEPARTMENT: Administration

PREPARED BY: Kimberly Kopecky

PRESENTER: Byron Brown

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2020-1326, AN ORDINANCE AMENDING SECTION 2-133 OF THE FULSHEAR CODE, REGARDING THE APPOINTMENT AND COMPOSITION OF THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City of Fulshear previously adopted Ordinance No. 2019-1297, which provides for the appointment of the Planning and Zoning Commission to act as the Capital Improvement Advisory Committee.

Ordinance No. 2020-1326 provides for the appointment of one or more individuals as ad hoc voting members of the Planning and Zoning Commission when it acts as the CIAC.

RECOMMENDATION

Staff recommends the City Council approve Ordinance No. 2020-1326.

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

AGENDA OF: 6/9/2020

ITEMS: I.V.D.

**DATE
SUBMITTED:** 6/2/2020

DEPARTMENT: Police

PREPARED BY: Lynn Raymer

PRESENTER: Emergency Management

SUBJECT: CONSIDERATION AND POSSIBLE ACTION ON THE CARES ACT FUNDING AGREEMENT WITH FORT BEND COUNTY

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

CARES Act Funding Allocation Distribution Agreement between the City of Fulshear and Fort Bend County.

RECOMMENDATION

Staff recommends approving the CARES Act Funding Allocation Distribution Agreement.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|------------|
| CARES Act Funding Allocation Distribution Agreement | 6/2/2020 | Cover Memo |

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

**CARES ACT FUNDING ALLOCATION DISTRIBUTION AGREEMENT
FORT BEND COUNTY AND
FULSHEAR, TEXAS**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the City of Fulshear, Texas, a municipal corporation and home-rule city of the State of Texas, principally 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”). The City and the County may be referred to collectively as the “Parties”.

RECITALS

WHEREAS, the County received federal funding under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to address and respond to the effects of the COVID-19 emergency; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund, of which the County received \$134,262,393 from the State of Texas to cover necessary expenditures related to COVID-19 that were not accounted for in the County’s budget and incurred between March 1 and December 30, 2020 (“Local Allocation”); and

WHEREAS, the Commissioners Court of Fort Bend County approved a budget to distribute the Local Allocation, attached hereto as Exhibit “A” and incorporated herein for all purposes, (the “Detailed Budget”), which includes direct payments to municipalities to reimburse expenditures that are eligible to recovery under the CARES ACT and the U.S. Department of the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities; and

WHEREAS, the Commissioners Court of Fort Bend County finds that assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency serves a County purpose, and is a legitimate and lawful use of the Fund; 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. 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 2. Purpose

The purpose of this Agreement is to outline the obligations related to the distribution of the Local Allocation issued to the County for distribution to the City.

Section 3. Eligible Expenditures

A. Costs that are necessary expenditures incurred due to public health emergency with respect to the Coronavirus Disease (COVID-19);

B. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and

C. Costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 4. City's Rights and Obligations.

A. The City agrees to only use its portion of the Local Allocation in compliance with this Agreement and for Eligible Expenditures related to the COVID-19 emergency made between March 1, 2020 and 11:59 p.m., December 30, 2020;

B. The City may submit to the County a request for reimbursement for Eligible Expenditures at Auditor.Covid@fortbendcountytexas.gov as follows:

1. Reimbursement for Eligible Expenditures related to Personnel and Equipment must be submitted in the form of the document attached hereto as Exhibit "B" and incorporated herein for all purposes,;

2. All other submissions for reimbursement shall include an invoice reflecting payments made with reference to the payment date and check-ACH number;

3. Each submission shall include a description of the emergency purpose served for each invoice submitted for reimbursement as an Eligible Expenditure in a free-form document from an authorized representative of the City representing and warranting that the amount requested for reimbursement meets the requirements of the CARES Act on the City's letterhead and contact information for the preparer; and

4. All submissions for reimbursement shall be delivered to the County no later than January 15, 2021.

C. The City agrees and acknowledges that, as a subrecipient of the Local Allocation granted to the County, the City is subject to the same terms and conditions binding the County regarding the use of the Local Allocation. The City agrees to reimburse and return to the County any portion of the Local Allocation received that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement within thirty (30) days of City's receipt of notification by the County of such determination;

D. The City shall allow inspection of all documentation and records related to its expenditure of its portion of the Local Allocation by the County or the U.S. Department of Treasury upon reasonable request, and retain such for a minimum of four (4) years from the date of City's final receipt of its portion of the Local Allocation; and

E. As a condition of receiving its portion of the Local Allocation, the City represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "C" attached hereto and incorporated herein for all purposes.

Section 5. County's Rights and Obligations

A. The County's sole obligation under this Agreement is to reimburse the City for Eligible Expenditures from the Local Allocation up to an amount not to exceed \$659,450.00 in accordance with the CARES Act. This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement;

B. Upon receipt of the City's request for reimbursement submitted pursuant to Section 4. B. above, the County Auditor will review such submission to make a good faith determination whether the expenditures, are eligible for recovery under the CARES ACT and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities:

1. If deemed as an Eligible Expenditure, the County will forward the requested reimbursement amount to the City within ten (10) business days.

2. If the County Auditor does not find the expenses submitted meet the requirements for determination as an Eligible Expense or requires additional information, the County Auditor will notify the City within five (5) business days of such determination of denial or request for additional information. The City shall have five (5) business days to provide additional information for consideration or the request for reimbursement shall be permanently denied.

C. The County is not obligated to reimburse the City any further funds above \$659,450.00 for expenses submitted as Eligible Expenditures for the Local Allocation or any other sources of funding;

Section 6. Liability

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 7. 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 \$659,450.00 or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor, specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement.

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 City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed \$659,450.00 or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor.

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 8. 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 9. 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 10. 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 |
| | Attention: County Judge |
| | 401 Jackson Street, 1 st Floor |
| | Richmond, Texas 77469 |

With a copy to: Fort Bend County
Attention: County Auditor
301 Jackson Street, Suite 701
Richmond, Texas 77469

City: City of Fulshear, Texas
Attention: Mayor
P.O. Box 538
Fulshear, Texas 77441

Section 11. 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. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

Section 12. 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, and remain in effect until the obligations under Sections 4 and 5 of this Agreement are fulfilled.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date _____

ATTEST:

Laura Richard, County Clerk

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 the terms of this Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor

CITY OF FULSHEAR, TEXAS

Aaron Groff, Mayor

Date: _____

ATTEST:

Kim Kopecky, City Secretary

EXHIBIT A

CARES Act Funds Distribution

| FUNDS | |
|---|----------------------|
| CARES Funds | \$134,262,393 |
| TOTAL FUNDS | \$134,262,393 |
| PROPOSED DETAIL BUDGET | |
| Budget Contingency | \$13,426,239 |
| City Budget Allotment (\$55 per capita of 2019 Census) | |
| Arcola | \$137,060 |
| Beasley | \$36,465 |
| Fairchilds Village | \$67,320 |
| Fulshear | \$659,450 |
| Katy | \$118,745 |
| Kendleton | \$21,835 |
| Meadows Place | \$253,935 |
| Missouri City | \$3,763,760 |
| Needville | \$169,235 |
| Orchard | \$22,385 |
| Pearland | \$56,155 |
| Pleak | \$88,605 |
| Richmond | \$661,815 |
| Rosenberg | \$2,093,355 |
| Simonton | \$48,345 |
| Stafford | \$990,165 |
| Sugar Land | \$6,523,000 |
| Thompsons | \$18,535 |
| Weston Lakes | \$210,100 |
| Reimbursement to Fort Bend County for eligible COVID-19 expenses to date | \$7,000,000 |
| FBC Health & Human Services Testing, Tracking, Treatment, Communications, Personnel | \$20,395,889 |
| Office of Emergency Management | \$3,000,000 |
| Fort Bend County Facility Renovation and Sanitization | \$5,000,000 |
| Rental assistance for persons affected by COVID-19: | |
| (Phase 1) June-July | \$6,500,000 |
| (Phase 2) August-September | \$6,500,000 |
| (Phase 3) October-November | \$6,500,000 |
| PPE Distribution to County Residents | \$5,000,000 |
| Reimbursement to Local Hospitals and Clinics for uncompensated care due to COVID-19 | \$15,000,000 |
| Health Services provided by Political Subdivisions | \$1,000,000 |
| Small Business COVID-19 Mitigation Grant Program | \$22,000,000 |
| Food/Nutrition Distribution Program | \$5,000,000 |
| Utility Assistance Program | \$2,000,000 |
| TOTAL PROPOSED DETAIL BUDGET | \$134,262,393 |

EXHIBIT B

FORT BEND COUNTY LOCAL GOVERNMENTS

Personnel and Equipment Log Event: 2019 nCoV Public Health Event

LAST NAME, FIRST _____

LOCAL GOVERNMENT _____

DEPT. NAME _____

Supervisor Name _____

START TIME _____

DATE _____

END TIME _____

TOTAL HOURS WORKED _____

Circle type of work

EMERGENCY WORK NORMAL OPERATIONS

LOCATION:

Work Description

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

- _____
- _____
- _____
- _____
- _____

| | EQUIPMENT DESCRIPTION / TYPE | FEMA Code | TAG # or ID | Begin Mileage/Hours | End Mileage/Hours | Total Miles/Hours |
|---|------------------------------|-----------|-------------|---------------------|-------------------|-------------------|
| 1 | | | | | | - |
| 2 | | | | | | - |
| 3 | | | | | | - |
| 4 | | | | | | - |
| 5 | | | | | | |

| | MATERIALS DESCRIPTION | UNITS / QTY | STOCK | Unit Cost | Rental |
|--|-----------------------|-------------|-------|-----------|--------|
| | | | | | |
| | | | | | |
| | | | | | |

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____

EXHIBIT C

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

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

AGENDA OF: 6/9/2020 **ITEMS:** VI.A.
DATE 5/25/2020 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director
SUBJECT: CONSIDERATION AND POSSIBLE ACTION ON RIGHT OF WAY ACQUISITION RELATED TO THE HUGGINS ROAD WIDENING PROJECT

Expenditure Required: \$2.50/sf

Amount Budgeted: \$525,000

Funding Account: 300-5-000-5832-02

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The Huggins Road Widening Project is a mobility project that is included in Fort Bend County's 2013 Mobility Bond Program. The City of Fulshear is participating in the project with the responsibility to acquire the right-of-way for the widening and extension of the project. The right-of-way acquisition is proceeding with the majority of the right-of-way already acquired thru 380 agreements. A portion of the right-of-way adjacent to the Bishop Quinn parcel at Huggins Rd and the Dixon/Houston intersection is the city's next piece to acquire. The property owners are requesting the City to purchase the right-of-way needed to construct the widening in this area.

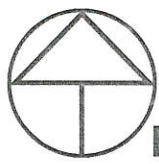
The City's right-of-way acquisition firm, PAS, has had correspondence with the property owners and has prepared an offer to purchase the right of way. The amount of right-of-way is 08958 acres. The value, based on the the 2020 Fort Bend County Appraisal District (\$60K/acre) plus 30% (fair market value) s \$69,872.40

RECOMMENDATION

Staff recommend City Council take action to authorize the negotiation of the purchase of the right of Way for the Huggins Road Widening Project.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------|-------------|-----------------|
| Parcel 4 BQ ROW | 6/1/2020 | Backup Material |
| Excess Parcel BQ | 6/1/2020 | Backup Material |



NORTH

SCALE: NOT TO SCALE

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.
5. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935.

FND 5/8" CAPPED IR #1535, #4035

EXISTING R.O.W.
PROPOSED R.O.W.

X: 2,953,285.07 (GRID)
Y: 13,814,826.14 (GRID)

N 02°10'11" W 331.23'

R=820.00'
Δ=16°17'49"
L=233.24'
C=232.45'
CB=S10°19'06"E

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N 02°10'11" W | 0.86' |
| L2 | N 87°23'03" E | 22.85' |
| L3 | N 40°05'48" E | 34.02' |
| L4 | N 18°28'00" W | 20.95' |
| L5 | S 49°54'12" E | 36.86' |
| L6 | S 01°24'48" E | 9.28' |

THE CITY OF FULSHEAR
F.B.C.C.F. NO. 2016016599

RESERVE "B"
FINAL PLAT
CORNELIUS SUBDIVISION
PLAT NO. 20130170,
F.B.C.P.R.

FND 5/8" CAPPED IR #1535, #4035

DIXON ROAD
50' R.O.W.
PLAT NO. 20130170, F.B.C.P.R.

SIGMUND CORNELIUS &
PATRICIA CORNELIUS
CALLED 15.140 ACRES
F.B.C.C.F. NO. 2013008072

RESERVE "A"
FINAL PLAT
CORNELIUS SUBDIVISION
PLAT NO. 20130170,
F.B.C.P.R.

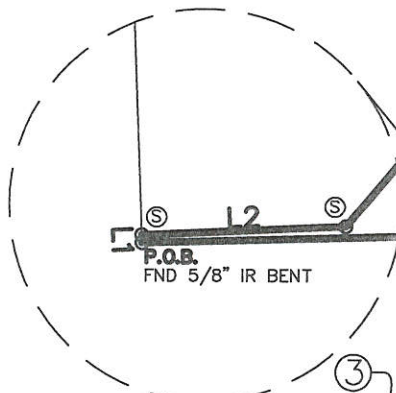
| CURVE CHART | | | | | |
|-------------|-----------|-----------|---------|---------------|---------|
| CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD |
| C1 | 820.00' | 11°16'33" | 161.38' | N 12°49'44" W | 161.12' |
| C2 | 880.00' | 11°16'33" | 173.18' | S 12°49'44" E | 172.91' |
| C3 | 5,140.00' | 0°35'47" | 53.50' | N 87°40'56" E | 53.50' |

C. FULSHEAR SURVEY
ABSTRACT NO. 29
FORT BEND COUNTY, TEXAS

THE BISHOP QUIN FOUNDATION
CALLED 11.459 ACRE TRACT
F.B.C.C.F. NO. 2008065134

HUGGINS RANCH, LTD
F.B.C.C.F. NO. 2009007110

**0.6824 ACRES
29,727 SQ.FT.**



HUGGINS ROAD
WIDTH VARIES
VOL. 746, PG. 498, F.B.C.D.R.;
PLAT NO. 20130170, F.B.C.P.R.

EXISTING R.O.W.

2

MICHAEL T. McCANN
CALLED 2 ACRES
VOL. 409, PG. 83, F.B.C.D.R.

TOWN OF FULSHEAR
VOL. U, PG. 180, F.B.C.P.R.
BLOCK 29

HOUSTON STREET
VOL. U, PG. 180, F.B.C.P.R.

HUGGINS RANCH, LTD
F.B.C.C.F. NO. 2009007110
TOWN OF FULSHEAR
VOL. U, PG. 180, F.B.C.P.R.
BLOCK 30

EXISTING R.O.W.

5

FND 5/8" CAPPED IR #1535

B.A. WOODHAM
CALLED 34.23 ACRE TRACT
VOL. 485, PG. 209, F.B.C.D.R.

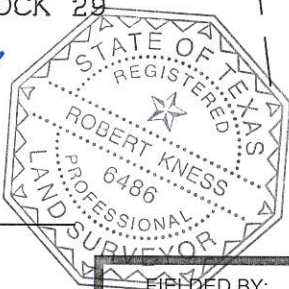
N 87°23'03" E 286.58'

S 88°26'15" W 473.17'
HUGGINS ROAD
WIDTH VARIES
VOL. 746, PG. 498, F.B.C.D.R.

FND 5/8" CAPPED IR #1535, #4035

X: 2,953,782.40 (GRID)
Y: 13,814,198.60 (GRID)

PROPOSED R.O.W.
EXISTING R.O.W.



02-20-2020

DATE

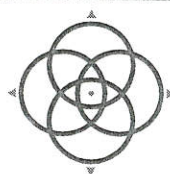
Ⓢ - SET CAPPED 5/8" IRON ROD STAMPED "WINDROSE"

ROBERT KNESS
Registered Professional Land Surveyor
Texas Registration No. 6486

EXHIBIT OF PARCEL 4
0.6824 AC. / 29,727 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

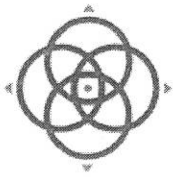
| | | | |
|--------------|---------------|-------|------------|
| FILED BY: | - | DATE: | 12-22-2017 |
| DRAWN BY: | MT/MC | REV: | 01-02-2018 |
| CHECKED BY: | PK | REV: | 02-20-2020 |
| JOB NO. | 53431-PARCEL4 | REV: | |
| SHEET 1 OF 3 | | REV: | |

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DESCRIPTION OF PARCEL 4 0.6824 ACRES OR 29,727 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.6824 ACRES OR 29,727 SQUARE FEET OF LAND OUT OF A CALLED 11.459 ACRE TRACT OF LAND CONVEYED TO THE BISHOP QUIN FOUNDATION, AS RECORDED UNDER FORT BEND COUNTY CLERK FILE (F.B.C.C.F.) NO. 2008065134, SITUATED IN THE C. FULSHEAR SURVEY, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NAD 83) ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SACLE FACTOR OF 0.999880935;

BEGINNING AT A BENT 5/8 INCH IRON ROD FOUND AT THE INTERSECTION OF THE EXISTING NORTH RIGHT OF WAY (R.O.W.) OF HUGGINS ROAD, WIDTH VARIES, AS DESCRIBED IN VOL. 746, PG. 498 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), AND THE EXISTING EAST R.O.W. OF DIXON ROAD, 50 FEET WIDE, AS SHOWN UNDER PLAT NO. 20130170 OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), FOR THE SOUTHWEST CORNER OF SAID CALLED 11.459 ACRE TRACT, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING GRID COORDINATES OF (X: 2,953,309.69; Y: 13,814,176.42);

THENCE, NORTH 02 DEG. 10 MIN. 11 SEC. WEST, ALONG THE EAST R.O.W. OF SAID DIXON ROAD, A DISTANCE OF 0.86 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE PROPOSED WEST R.O.W. OF SAID DIXON ROAD, AND OVER AND ACROSS SAID 11.459 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

NORTH 87 DEG. 23 MIN. 03 SEC EAST, A DISTANCE OF 22.85 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 40 DEG. 05 MIN. 48 SEC, A DISTANCE OF 34.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 07 DEG. 11 MIN. 27 SEC. WEST, A DISTANCE OF 114.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A PJOINT OF CURVATURE OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 11 DEG. 16 MIN. 33 SEC. AN ARC LENGTH OF 161.38 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 12 DEG. 49 MIN. 44 SEC. WEST, 161.12 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 18 DEG. 28 MIN. 00 SEC. WEST, A DISTANCE OF 20.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EXISTING EAST R.O.W. OF SAID DIXON ROAD FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 10 MIN. 11 SEC. WEST, ALONG THE EXISTING EAST R.O.W. OF SAID DIXON ROAD, A DISTANCE OF 331.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, HAVING GRID COORDINATES OF (X: 2,953,285.07; Y: 13,814,826.14);

THENCE, ALONG THE PROPOSED EAST R.O.W. OF SAID DIXON ROAD, AND OVER AND ACROSS SAID 11.459 ACRE TRACT, THE SEVEN (7) FOLLOWING COURSES AND DISTANCES;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 16 DEG. 17 MIN. 49 SEC., AN ARC LENGTH OF 233.24 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 10 DEG. 19 MIN. 06 SEC. EAST, 232.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 18 DEG. 28 MIN. 00 SEC. EAST, A DISTANCE OF 108.76 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 880.00 FEET, A CENTRAL ANGLE OF 11 DEG. 16 MIN. 33 SEC., AN ARC LENGTH OF 173.18 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEG. 49 MIN. 44. SEC. EAST, 172.91 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 07 DEG. 11. MIN. 27 SEC. EAST, A DISTANCE OF 119.62 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

SOUTH 49 DEG. 54 MIN. 12 SEC. EAST, A DISTANCE OF 36.86 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 23 MIN. 03 SEC. EAST, A DISTANCE OF 286.58 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5,140.00 FEET, A CENTRAL ANGLE OF 00 DEG. 35 MIN. 47 SEC., AN ARC LENGTH OF 53.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87 DEG. 40 MIN. 56 SEC. EAST, 53.50 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST PROPERTY LINE OF A TRACT OF LAND CONVEYED TO HUGGINS RANCH, LTD, AS RECORDED UNDER F.B.C.C.F. NO. 2009007110, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING GRID COORDINATES OF (X: 2,953,782.40; Y: 13,814,198.60);

THENCE, SOUTH 01 DEG. 24 MIN. 48 SEC. EAST, ALONG THE WEST LINE OF SAID HUGGINS RANCH, LTD TRACT, A DISTANCE OF 9.28 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "#1535, #4035" FOUND ON THE EXISTING NORTH R.O.W. LINE OF SAID HUGGINS ROAD FOR THE SOUTHWEST CORNER OF SAID HUGGINS RANCH, LTD TRACT, THE SOUTHEAST CORNER OF SAID CALLED 11.459 ACRE TRACT, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 88 DEG. 26 MIN. 15 SEC. WEST, ALONG THE EXISTING NORTH R.O.W. OF SAID HUGGINS ROAD, A DISTANCE OF 473.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.6824 ACRES OR 29,727 SQUARE FEET OF LAND, AS SHOWN ON EXHIBIT JOB NO. 53431-PARCEL4, FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

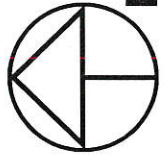


ROBERT KNESS
R.P.L.S. NO. 6424
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



12-18-2017

DATE
REVISED: 01-02-2018
REVISED: 02-20-2020

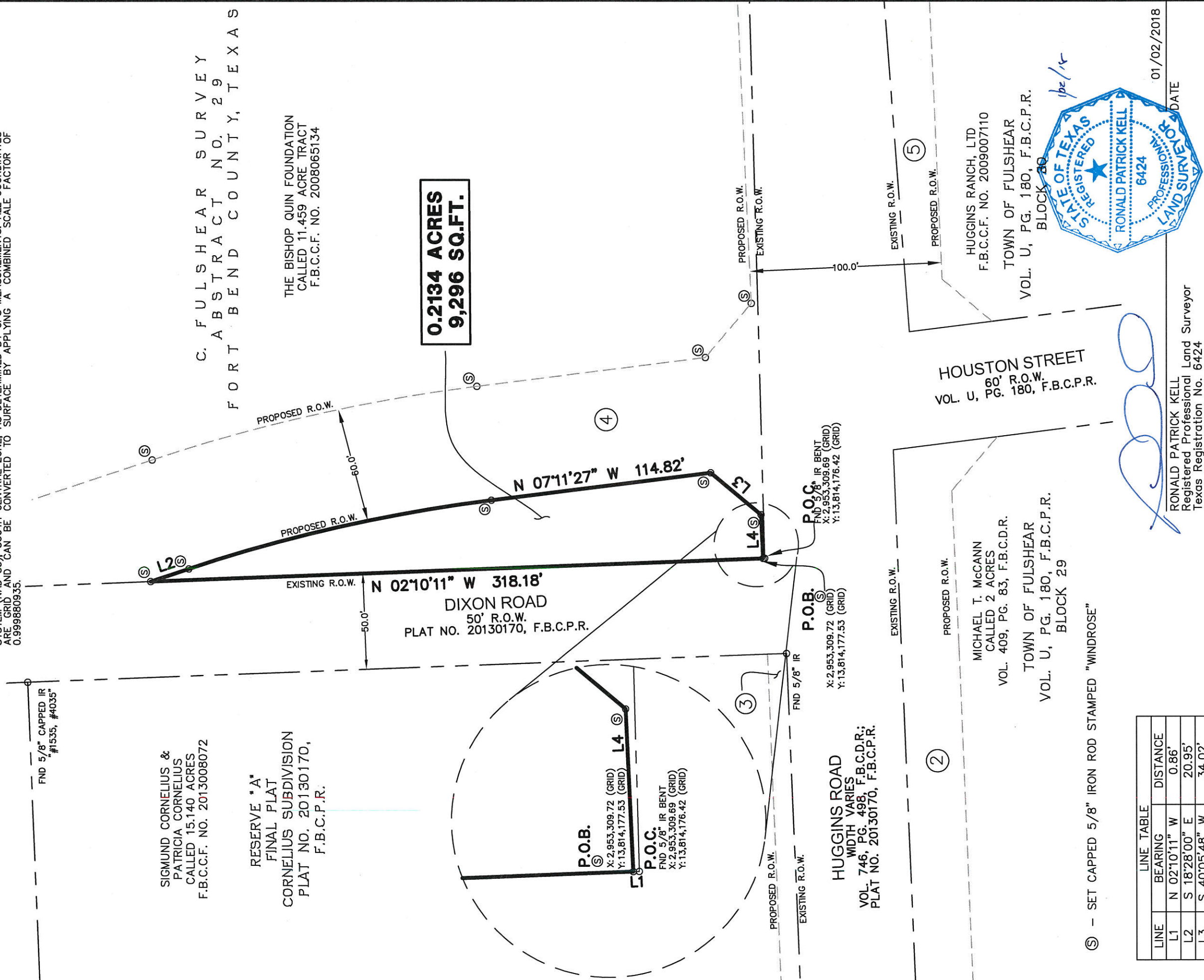


NORTH

SCALE: 1" = 50'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.
5. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83) SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935.



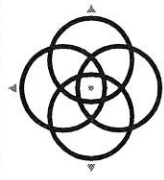
DATE: 01/02/2018

RONALD PATRICK KELL
Registered Professional Land Surveyor
Texas Registration No. 6424

| | | | |
|-------------|--------------|-------|------------|
| FILED BY: | - | DATE: | 12-26-2017 |
| DRAWN BY: | MT/MC | REV: | 01/02/2018 |
| CHECKED BY: | PK | REV: | |
| JOB NO. | 53431-0.2134 | REV: | |
| SHEET | 1 OF 2 | REV: | |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 02°10'11" W | 0.86' |
| L2 | S 18°28'00" E | 20.95' |
| L3 | S 40°05'48" W | 34.02' |
| L4 | S 87°23'03" W | 22.85' |

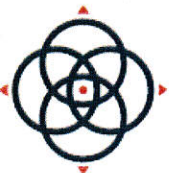
EXHIBIT OF
0.2134 AC. / 9,296 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS



WINDROSE
LAND SURVEYING & PLATTING

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WINDROSE

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DESCRIPTION OF 0.2134 ACRES OR 9,296 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.2134 ACRES OR 9,296 SQUARE FEET OF LAND OUT OF A CALLED 11.459 ACRE TRACT OF LAND CONVEYED TO THE BISHOP QUIN FOUNDATION, AS RECORDED UNDER FORT BEND COUNTY CLERK FILE (F.B.C.C.F.) NO. 2008065134, SITUATED IN THE C. FULSHEAR SURVEY, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NAD 83). ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SACLE FACTOR OF 0.999880935:

COMMENCING AT A BENT 5/8 INCH IRON ROD FOUND AT THE INTERSECTION OF THE EXISTING NORTH RIGHT OF WAY (R.O.W.) OF HUGGINS ROAD, WIDTH VARIES, AS DESCRIBED IN VOL. 746, PG. 498 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), AND THE EXISTING EAST R.O.W. OF DIXON ROAD, 50 FEET WIDE, AS SHOWN UNDER PLAT NO. 20130170 OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), FOR THE SOUTHWEST CORNER OF SAID CALLED 11.459 ACRE TRACT, HAVING GRID COORDINATES OF (X: 2,953,309.69; Y: 13,814,176.42);

THENCE, NORTH 02 DEG. 10 MIN. 11 SEC. WEST, ALONG THE EAST R.O.W. OF SAID DIXON ROAD, A DISTANCE OF 0.86 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER, AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT, HAVING GRID COORDINATES OF (X: 2,953,309.72; Y: 13,814,177.53);

THENCE, NORTH 02 DEG. 10 MIN. 11 SEC. WEST, ALONG THE EXISTING EAST R.O.W. LINE OF SAID DIXON ROAD, A DISTANCE OF 318.18 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, HAVING GRID COORDINATES OF (X: 2,953,297.67; Y: 13,814,495.44);

THENCE, ALONG THE PROPOSED WEST R.O.W. OF SAID DIXON ROAD, AND OVER AND ACROSS SAID 11.459 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTH 18 DEG. 28 MIN. 00 SEC. EAST, A DISTANCE OF 20.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 11 DEG. 16 MIN. 33 SEC. AN ARC LENGTH OF 161.38 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEG. 49 MIN. 44 SEC. EAST, 161.12 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

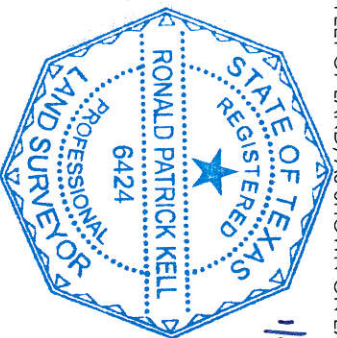
SOUTH 07 DEG. 11 MIN. 27 SEC. EAST, A DISTANCE OF 114.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST END OF A CUTBACK;

SOUTH 40 DEG. 05 MIN. 48 SEC. WEST, A DISTANCE OF 34.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF A CUTBACK;

SOUTH 87 DEG. 23 MIN. 03 SEC. WEST, A DISTANCE OF 22.85 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.2134 ACRES OR 9,296 SQUARE FEET OF LAND, AS SHOWN ON EXHIBIT JOB NO. 53431-0.2134, FILED IN THE OFFICES OF WINDROSE LAND SERVICES, INC.

1/02/ix

RONALD PATRICK KELL
R.P.L.S. NO. 6424
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



DATE 12/26/2017
REVISED: 1/2/2018

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

AGENDA OF: 6/9/2020 **ITEMS:** VI.B.
DATE 4/30/2020 **DEPARTMENT:** Building Services
SUBMITTED:
PREPARED BY: Zach Goodlander **PRESENTER:** Zach Goodlander and Sharon Valiante
SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS AND TRENDMAKER HOMES INC.

Expenditure Required:

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

This development agreement between Trendmaker Homes and the City of Fulshear will establish standards for the development of the "Hatcher Tract" into a single-family residential neighborhood. The property in question is approximately 296 acres and sits along Rogers Road. Trendmaker seeks the ability to build up to 900 homes. Other tenets of the agreement are as follows:

- The Developer will voluntarily petition for the property to be annexed by the City of Fulshear.
- According to the Developer's current concept plans 25% of the lots are to be 45' in width, 25% are to be 60' in width, and 50% are to be 50' in width. Expected average pricing for these homes are to be: 45's-280k, 50's-320k, and 60's-400k. This would mean well over \$300,000,000 in taxable value at buildout.
- The Developer will extend Lou Waters Parkway/Huggins to the west, as well as major collector road running north/south through the property to provide for traffic flow between FM 1093 and Rogers Road.
- The Developer will dedicate approximately 12 acres along Bessie's Creek to the City for the purposes of a regional park. This land dedication will count as a credit towards Regional Park Fees.
- The Developer will dedicate approximately 2.5 acres to the City for the purposes of a water plant. This land dedication will count as a fee credit for some portion of water impact fees.
- The MUD district will pay the City a 1% construction cost for inspections and plan review of civil infrastructure.
- The Developer seeks approval to build according to the attached General Plan which demonstrates a portion of the property, at Rogers/359, as commercial. The large existing pond on the property would also remain, and extensive channels would be built to satisfy drainage requirements. The development will have to comply with Fort Bend County Drainage District standards.
- The Developer will abide by the City's Development Ordinance, Outdoor Lighting, and Sign Ordinance.

A representative of Trendmaker will be on hand to answer any additional questions.

RECOMMENDATION

Staff recommends approval of the Development Agreement between the City of Fulshear and Trendmaker Homes, Inc.

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

AGENDA OF: 6/9/2020 **ITEMS:** V.I.C.
DATE 5/5/2020 **DEPARTMENT:** Public Works
SUBMITTED:
PREPARED BY: Sharon Valiante, Public Works **PRESENTER:** Sharon Valiante, Public Works
Director Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A UTILITY AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, AND TRENDMAKER HOMES, INC. ON BEHALF OF PROPOSED FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 175

Expenditure Required: NA

Amount Budgeted:

Funding Account:

Additional Appropriation Required:

Funding Account:

EXECUTIVE SUMMARY

The City has held discussions regarding a potential development in the City’s Extra Territorial Jurisdiction north of the current city limits, west of FM 359, and south of Rogers Road. Earlier, in August of 2018, City Council adopted an ordinance providing for the City’s consent for the creation of Fort Bend County MUD 175.

City staff since have visited and held discussions with potential developers to develop the area within the MUD.

Staff sees this as an opportunity to partner with Trendmaker on behalf of the MUD for the long-term benefit of the City. The terms of the Utility Agreement proposed include several items that will set the tone for facilitation of the development. One initial point of agreement is that the development will utilize City services for water and wastewater as retail customers. Specifically, the Utility Agreement includes the following:

1. Developer intends to create Fort Bend County Municipal Utility District No. 175 (the “District”) for the purpose of furnishing water, sanitary sewer, drainage services, roads, and park and recreational facilities to the area within its boundaries.
2. As each phase are constructed, the District will transfer to the City, reserving a Security Interest.
3. The City agrees not to dissolve or attempt to dissolve, in whole or in part, the District until Developer has fully developed 90% of its developable acreage
4. As ownership of each portion of the Water System and the Sanitary Sewer System is transferred to the City, any persons applying for and receiving water and sewer service through the Water and Sanitary Sewer Systems will be water and sewer customers of the City.
5. The District may design, finance, construct, own and operate a system of public parks and open spaces, and detention ponds and drainage channels, in the community. The District shall maintain this public park system, and such detention ponds and drainage channels, at its sole cost and expense unless and until the City dissolves the District, in which case such facilities owned by the District will become the property of the City.
6. The City shall provide water and wastewater treatment services to the Property as needed by

Developer and shall expand its water and wastewater treatment facilities from time to time so that it may timely provide such services to the Property.

- 7. Impact Fees: \$3250/ESFC for Wastewater; \$2250/ESFC for Water:
 - a. Developer will provide an upfront payment (within 90 days of purchase of 296.0797 acres) of Impact Fees for Wastewater Services at \$1,950,000 (600 ESFC's) to the City to facilitate timely completion of certain Capital Improvements. Remaining impact fees paid at time of plat. Impact Fees will remain constant until development is complete.
 - b. Capital Improvement Projects relative to this agreement:
 - i. FM 359 Phase II Extension of Water and Wastewater
 - ii. Expansion of the WWTP on FM 1093 & Upgrades to Lift Station on Wallis St.
 - iii. Expansion of the City's Wastewater Treatment system
 - c. A provision for reimbursement of the Capacity Payment, or any portion thereof, if necessary (based on timely completion of milestones of projects in 7. b. i & ii.
- 8. Easements and Property conveyances:
 - a. Developer will work with owner to acquire a 30' easement for installation of water and wastewater distribution and collection lines adjacent to the FM 359 ROW.
 - b. Developer will coordinate with City to grant/convey a water line easement to connect a water line to an elevated storage tank
 - c. Developer will convey a water plant site (4MGD capacity)
 - d. Developer will convey a lift station site
- 9. Credits:
 - a. Value of land for conveyances (calculated in accordance with TCEQ rules)

City Staff and the Developer see value in the early payment of Impact Fees. The City benefits from the early payment with the ability/funding to complete the CIP projects related to the FM 359 utility extension project and the expansion of the City's Wastewater Treatment Plant & lift station upgrades. This allows the city to save money over traditional bond financing options. City Staff believes the proposed utility agreement represent terms that are mutually beneficial to both parties and ultimately provide a benefit to the entire community.

City staff, representatives of Trendmaker Development, and the Developer's legal counsel will be available to answer any questions City Council may have.

RECOMMENDATION

City staff recommends City Council approve the Utility Agreement with Trendmaker on behalf of MUD 175

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|-----------|
| Ordinance 2018-1281 Approving Consent to Create MUD 175 | 6/2/2020 | Ordinance |
| Rogers Rd Vicinity Map | 6/2/2020 | Exhibit |

ORDINANCE NO. 2018-1281

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, APPROVING A PETITION FOR CONSENT TO THE CREATION OF FORT BEND COUNTY MUD NO. 175.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the petition of Rogers Road Investors LP and Rooted Development Services, LLC (collectively, "Petitioner"), requesting the City's consent to the creation of Fort Bend County Municipal Utility District No. 175 (the "District"), containing approximately 296.0797 acres of land located within the extraterritorial jurisdiction of the City, being more particularly described within said petition (the "Petition"), the same being attached hereto as Exhibit A; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code provide that land within a city's corporate limits or extraterritorial jurisdiction may not be included within a municipal utility district without the city's written consent; and

WHEREAS, pursuant to Section 54.016 of the Texas Water Code, the City desires to provide for certain restrictions or conditions as fully set out and attached to the Petition as Exhibit B ("Consent Conditions"), the same being incorporated herein for all purposes; and

WHEREAS, after due consideration, it is the opinion of the City Council that consent to the creation of the Districts should be given, subject to the Consent Conditions;

NOW THEREFORE, BE IT ORDAINED 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 incorporated herein for all purposes.


Section 2. That the City of Fulshear, Texas, hereby consents to the creation of Fort Bend County Municipal Utility District No. 175, containing approximately 296.0797 acres of land located within the extraterritorial jurisdiction of the City, being more particularly described within the Petition attached hereto as Exhibit A and incorporated herein for all purposes, subject to those certain Consent Conditions attached to said Petition as Exhibit B and incorporated herein for all purposes.

Section 3. In no way is this Ordinance 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 9th day of August, 2018.



ATTEST:



Aaron Groff, Mayor



Kimberly Kopecky, City Secretary

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

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

ROGERS ROAD INVESTORS LP, a Texas limited partnership (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.

Rooted Development Services, LLC, a Texas limited liability company, 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 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.

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 Petitioner, from such information as it has at this time, that such cost will be approximately \$27,176,988.

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 Petitioner, from such information as it has at this time, that such cost will be approximately \$4,665,821.

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 Petitioner, from such information as it has at this time, that such cost will be approximately \$2,380,785.

XIII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$34,223,594.

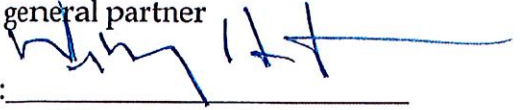
WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 18th day of July, 2018.

ROGERS ROAD INVESTORS LP,
a Texas limited partnership

By: Rogers Road Management
Company, LLC
a Texas limited liability company
its general partner


By: _____
Wiley H. Hatcher
President

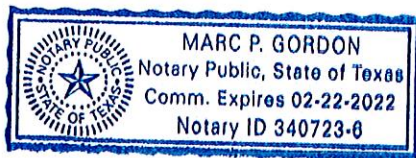
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

18th This instrument was acknowledged before me, the undersigned authority, this day of July, 2018, by Wiley H. Hatcher, President of Rogers Road Management Company, LLC, a Texas limited liability company, general partner of Rogers Road Investors LP, a Texas limited partnership, on behalf of said Texas company and Texas limited partnership.




Notary Public, State of Texas

[Official Notary Stamp]

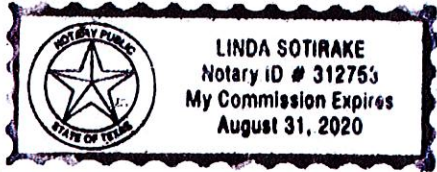


ROOTED DEVELOPMENT SERVICES, LLC,
a Texas limited liability company
(Earnest Money Contract Holder)

By: 
Christopher M. Gilbert
Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of July, 2018, by Christopher M. Gilbert, Managing Member of ROOTED DEVELOPMENT SERVICES, LLC, a Texas limited liability company, on behalf of said Texas company.




Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A

August 1, 2014

***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° 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° 47' 45" (called 11° 47' 44"), and a chord bearing South 43° 58' 51" East - 402.82 feet (called South 41° 38' 20" East - 402.81 feet) to a point for an east corner of this tract;

THENCE, South 37° 41' 19" West - 161.02 feet (called South 40° 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° 11' 19" West - 313.87 feet (called South 30° 32' 27" West - 313.87 feet) with said drainage easement to an angle point of this tract;

THENCE, South 18° 01' 19" West - 132.45 feet (called South 20° 22' 27" West - 132.45 feet) with said drainage easement to an angle point of this tract;

THENCE, South 32° 21' 19" West - 181.42 feet (called South 34° 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 5/8-inch iron rod with cap stamped "1535 4035" found 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, a 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;

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.

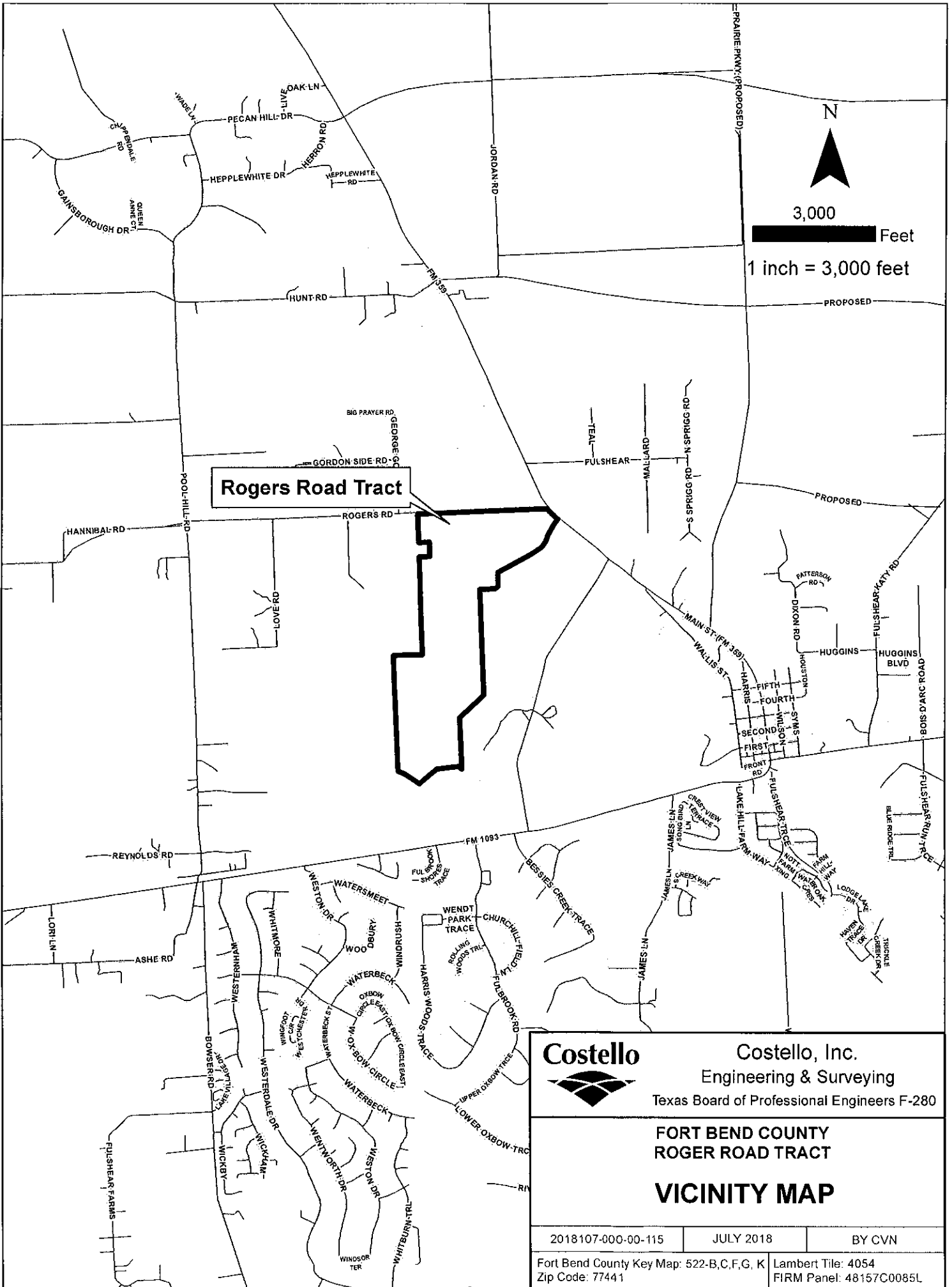
(e) The District agrees not to annex additional land (outside of the total approved and consented acreage contained in the consent resolution or ordinance to which this exhibit is attached) into the District without written consent from the City.

(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.

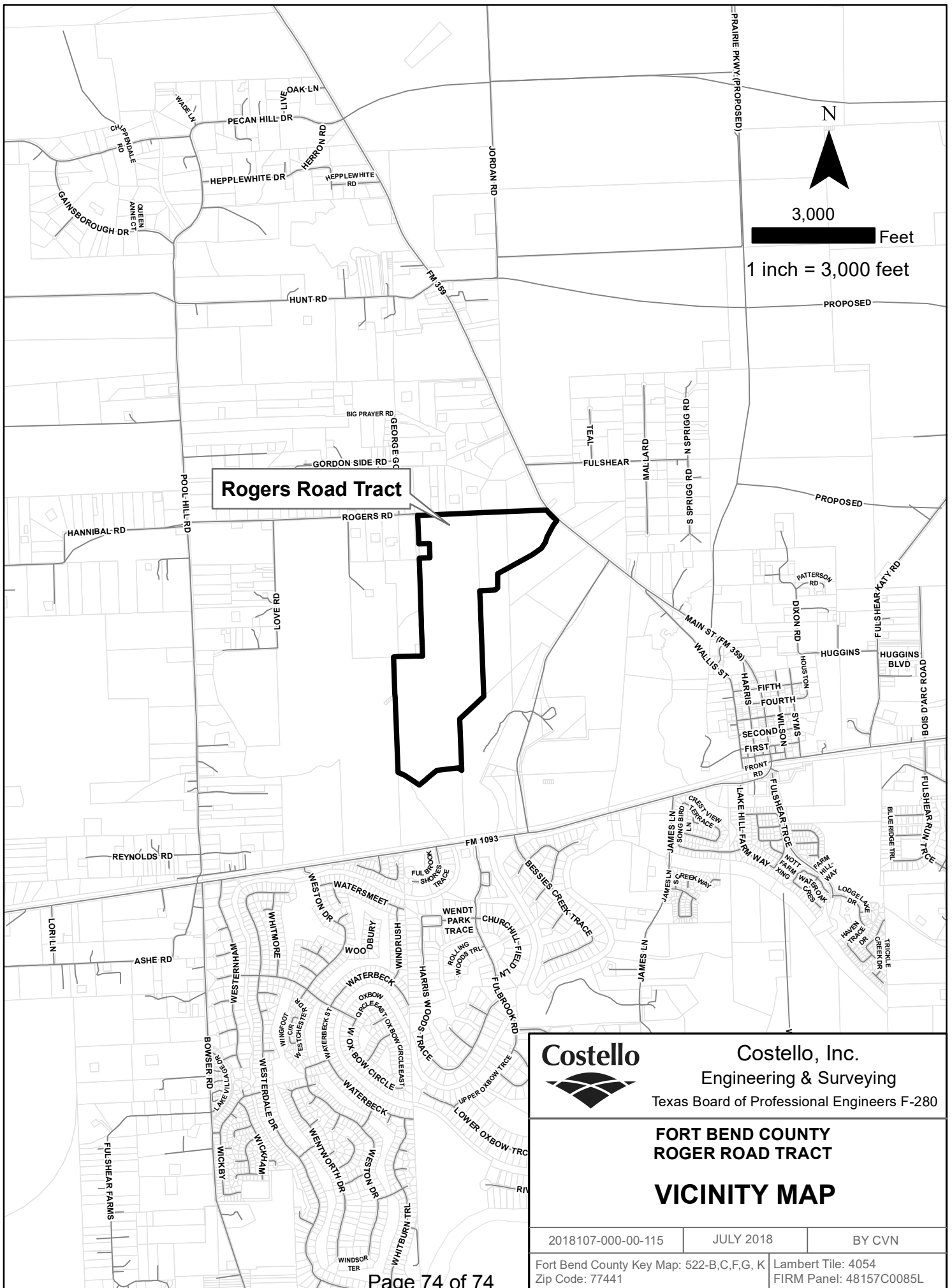
(h) The developer(s) of any land located in the City's extraterritorial jurisdiction will enter into a development agreement with the City.

(i) The District shall enter into a Strategic Partnership Agreement between the City of Fulshear and the District, after the District is confirmed, pursuant to Texas Local Government Code § 43.0751 to provide for the future annexation of the District by the City upon terms and conditions acceptable to the City and the District.




Rogers Road Tract

| | | | |
|--|-----------|---|--|
|  | | Costello, Inc. Engineering & Surveying Texas Board of Professional Engineers F-280 | |
| FORT BEND COUNTY ROGER ROAD TRACT | | | |
| VICINITY MAP | | | |
| 2018107-000-00-115 | JULY 2018 | BY CVN | |
| Fort Bend County Key Map: 522-B,C,F,G, K Zip Code: 77441 | | Lambert Tile: 4054 FIRM Panel: 48157C0085L | |



Rogers Road Tract

| | | | |
|--|-----------|---|--|
|  | | Costello, Inc. Engineering & Surveying Texas Board of Professional Engineers F-280 | |
| FORT BEND COUNTY ROGER ROAD TRACT | | | |
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