

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS, AND
WSS-15 FULSHEAR MARKETPLACE LLC**

This **DEVELOPMENT AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered as of the date on which the last party hereto executes this agreement 2019 (hereinafter referred to as the “Effective Date”), between the City of Fulshear, Texas, a Texas home-rule municipality (hereinafter referred to as “City”), and WSS-15 Fulshear Marketplace LLC (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, Developer owns certain property in the City located north of FM 1093 and south of Huggins Drive, west of Katy Fulshear Road, being more particularly described by the attached Exhibit A (the “Property”); and

WHEREAS, pursuant to that certain Chapter 380 Economic Development Program Agreement executed by the parties of even date (the “Chapter 380 Agreement”), the City is to acquire from the Developer certain land located in the Property for the purposes of the realignment and construction of Huggins Drive (the “Road Property”) and certain land for the purpose of providing regional drainage and an adjacent trail (the “Drainage Property”) and together with the Road Property, the “Public Property”), all as shown on the attached Exhibit B; and

WHEREAS, Developer proposes to develop the Property as a mixed-use office space and commercial property that will include mixed uses, retail space, restaurants, office, medical, fitness, or other commercial uses, and single-family and high density residential, or any or all of these (the “Project”); and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions by which the realignment and construction of Huggins Drive and the Project can be accomplished; and

NOW, THEREFORE, for and in consideration of the agreements contained herein and in the 380 Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set forth below:

Access Point means access point as defined by Chapter 32 of the Fulshear Code.

City means the City of Fulshear, Texas.

City Council means the City Council of the City or any successor governing body.

Comprehensive Plan means City Ordinance No. 2014-1135, including any amendments thereto adopted by the City Council as of the effective date of this Agreement, and not including any future amendments or changes.

County means Fort Bend County, Texas.

Developer means WSS-15 Fulshear Marketplace LLC, and any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 9.04 herein.

Development Ordinance means the Chapter 34 of the Fulshear Code, including any amendments thereto adopted by the City Council as of the effective date of this Agreement, and including any future amendments or changes exempted from Chapter 245, Local Government Code, but not including any future amendments or changes not exempted from Chapter 245, Local Government Code.

End-Buyer means any owner, tenant, user or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records.

ESFC means the daily measure of wastewater discharge attributed to one single-family residential home and the daily measure of water consumption that is attributed to one single-family residential home established by the Texas Commission on Environmental Quality or a successor entity for purposes of determining the size of utility facilities to serve such customers.

Fulshear Code means the Code of Ordinances, City of Fulshear, Texas, as amended.

General Plan means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit C, as it may be revised from time to time in accordance with Section 2.02.

Landowner means Developer, and any successor owner of all or any portion of the Property.

Major Thoroughfare Plan means the City's Ordinance Nos. 2013-1115, 2014-1141, and 2015-1173, including any amendments thereto adopted by the City Council as of the effective date of this Agreement.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Property means the real property described in Exhibit A.

Sign Ordinance means Chapter 28 of the Fulshear Code, including any amendments thereto adopted by the City Council as of the effective date of this Agreement, but not including any future amendments or changes.

Substantial Development Activities means the subdivision of the Property or any portion thereof with the intent to sell to an End-Buyer.

ARTICLE II GENERAL PLAN AND PLATTING

Section 2.01 Introduction. The Property is to be developed as a mixed-use office space and commercial property that will include mixed uses, retail space, restaurants, office, medical, fitness, or other commercial uses, and single-family and high density residential, or any or all of these.

Section 2.02 General Plan and Amendments. The City and the Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan will be revised and refined by the Developer as the Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan for development of the Property, provided that in no case shall the General Plan be revised or refined to contradict any of the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either the Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The City finds the General Plan in the form attached hereto to be generally consistent with the Development Ordinance as well as the City's Comprehensive Plan and Major Thoroughfare Plan.

Section 2.03 Platting. The Developer shall be required to plat any subdivision of the Property in accordance with the Fulshear Code, provided that, after the initial plat of the property and subject to section 212.0065 of the Texas Local Government Code, the Developer may file one or more amending plats, minor plats, or replats for administrative approval.

Section 2.04 Zoning. The City recognizes that the proposed uses of the Property described in Section 2.01 are authorized by right within the zoning districts applicable to the Property as of the Effective Date, and finds that such uses are consistent with the Comprehensive Plan and are compatible with the area surrounding the Property. In the event the City's zoning regulations are amended during the term of this agreement so that approval from the City Council is required for any one or more of such uses within the Property, the City agrees to consider, among other things, the findings made within this section in contemplating such approval.

ARTICLE III CAPACITY IN WATER AND WASTEWATER UTILITIES

Section 3.01 Capacity Reserved. During the term of this Agreement, and until equivalent use is made by the Developer, the City shall reserve for use by the Developer on the Property not less than fifty (50) ESFC of capacity, determined as of the Effective Date, in the existing water and wastewater utilities constructed to serve the Property. Developer shall pay, to the extent not accounted for in the 380 Agreement, for use made of such capacity when connections are made to such utilities.

ARTICLE IV SITE FOR CITY HALL

Section 4.01 Designation and Reservation of Site for City Hall. The Developer agrees to designate and reserve on one or more plats of the Property a site for use by the City as the City Hall, which shall not be considered a dedication thereof unless otherwise expressed on such plat or plats, and the City shall have the right of first refusal, for a period not to exceed 2 years from the Effective Date, to lease such site offered by the Developer at fair market value.

ARTICLE V VESTED RIGHTS

Section 5.01 Vested Rights, Generally. The City and the Developer agree that the rights of each party as set forth in this Agreement shall be deemed to have vested, as provided by Texas

Local Government Code Chapter 245 and Section 212.172(g), as amended, or under any other existing or future common or statutory rights as of the Effective Date.

Section 5.02 Signs. The City acknowledges and agrees that the Developer is vested in the Sign Ordinance as of the Effective Date.

ARTICLE VI PROVISIONS FOR DEVELOPER AND LANDOWNERS

Section 6.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the “Act”) or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a “Taking” of Developer’s or its grantee’s, or a grantee’s successor’s “Private Real Property,” as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.02 Developer's Right to Continue Development. The City and the Developer hereby acknowledge and agree that, subject to Section 9.04 of this Agreement, the Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 8.04 hereof, but shall not impede the planned or ongoing development activities.

ARTICLE VII REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS OF DEVELOPER

Section 7.01 Architectural Standards. The Developer agrees that architectural standards will be provided by the Developer prior to the issuance of any building permits, which standards will include but not be limited to:

1. No rooftop signs will be permitted.
2. Each building will be constructed with at least 10% masonry materials.
3. A minimum of one façade of any building will be constructed from materials other than metal.

Section 7.02 Ownership of Property. Developer represents and warrants that it has a contract to purchase the Property as of the Effective Date of this Agreement.

Section 7.03 Undocumented Workers. Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of

a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Developer of the violation.

Section 7.04 Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, Developer hereby verifies that it, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

Section 7.05 Iran, Sudan, and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, Developer hereby verifies that, at the time of execution of this Agreement neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

ARTICLE VIII MATERIAL BREACH, NOTICE AND REMEDIES

Section 8.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement. The parties acknowledge and agree that any substantial deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from material terms of this Agreement would be:

1. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement;

2. Failure of the City to reserve capacity as set forth in section 3.01; or

3. Failure of the City to substantially comply with a provision of this Agreement.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VIII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 8.02 Notice of Developer's Default.

(a) The City shall notify the Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30)

days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this Agreement at law or in equity.

Section 8.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to the Developer, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may take any appropriate action to enforce this agreement at law or in equity.

Section 8.04 Remedies.

(a) In the event of a determination by the City that a Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 8.02, file suit in a competent jurisdiction in the County, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer).

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement, the Developer may, subject to the provisions of Section 8.03, file suit in a court of competent jurisdiction in the County and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer.

(c) Neither party shall be liable for any monetary damages (other than attorney fees) of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages. The prevailing party in a suit in law or in equity shall be entitled recovery of attorney fees from the non-prevailing party.

ARTICLE IX BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 9.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on the Developer and its successors and assigns, other than End-Buyers except as specifically provided herein. This Agreement and all amendments hereto (including amendments to the General Plan) shall be recorded in the real property records of each county in which any part of the property that is subject to this Agreement is located, and Developer shall bear the cost of and responsibility for such recordation. This Agreement, when recorded, shall be binding upon the parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Section 9.02 Term. This Agreement shall be effective from and on the Effective Date and shall terminate thirty (30) years from the Effective Date.

Section 9.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the real property records of each county in which any part of the Property is located, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after termination of this Agreement pursuant to section 9.02, the City may file in the real property records of each county in which any part of the Property is located a unilaterally executed document confirming the termination of this Agreement.

Section 9.04 Assignment or Sale by Developer. Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 9.01 above; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument filed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 9.05 Amendment. This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

Section 9.06 Transfer of Control of Developer. The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of that Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of a Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“*Notice*”) required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Fulshear
P.O. Box 279
Fulshear, Texas 77441
Attn: City Secretary
Facsimile: (281) 346-2556

With copy to: J. Grady Randle
Randle Law Office LTD, LLP
820 Gessner, Suite 1570
Houston, Texas 77024
Facsimile: (832) 476-9554

Developer: WSS-15 Fulshear Marketplace LLC
6363 Woodway, Suite 1125
Houston, Texas 77057
Attn. Anderson Smith

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 10.02 Time. Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 10.03 Severability by Court Action. Unless the court applies Section 10.04, if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 10.04 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 10.05 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.06 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.

Section 10.07 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 10.08 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 10.09 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 10.10 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer and its successors and assigns and the City and its successors and assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 10.11 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and

bylaws or partnership agreements of such entities, as applicable.

Section 10.12 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

Section 10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

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

CITY OF FULSHEAR, TEXAS



By: *[Signature]*
Aaron Groff, Mayor

Date: 11-19-19

ATTEST

By: *[Signature]*
Kimberly Kopecky, City Secretary

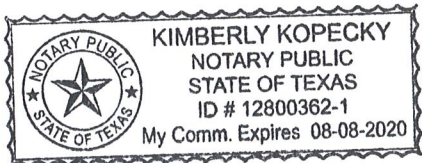
Date: 11-19-19

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on November 19, 2019, by Aaron Groff, Mayor of the City Fulshear, Texas.



[Signature]
Notary Public, State of Texas

[Official Notary Stamp]

DEVELOPER and LANDOWNER

WSS-15 FULSHEAR
MARKETPLACE LLC

By: _____

Name: Anderson G. Smith

Title: MANAGER

Date: 12-3-2019

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 3rd day of December, 2019, by Anderson Smith, manager of WSS-15 Fulshear Marketplace LLC, on behalf of said entity.

Christina Ann Mendoza
Notary Public, State of Texas

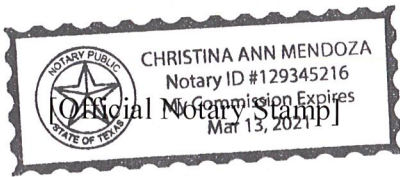


Exhibit A

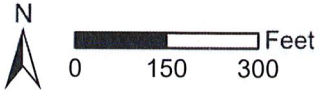
Depiction of the Project Property



Exhibit A: Project Property

Legend

 Project Property

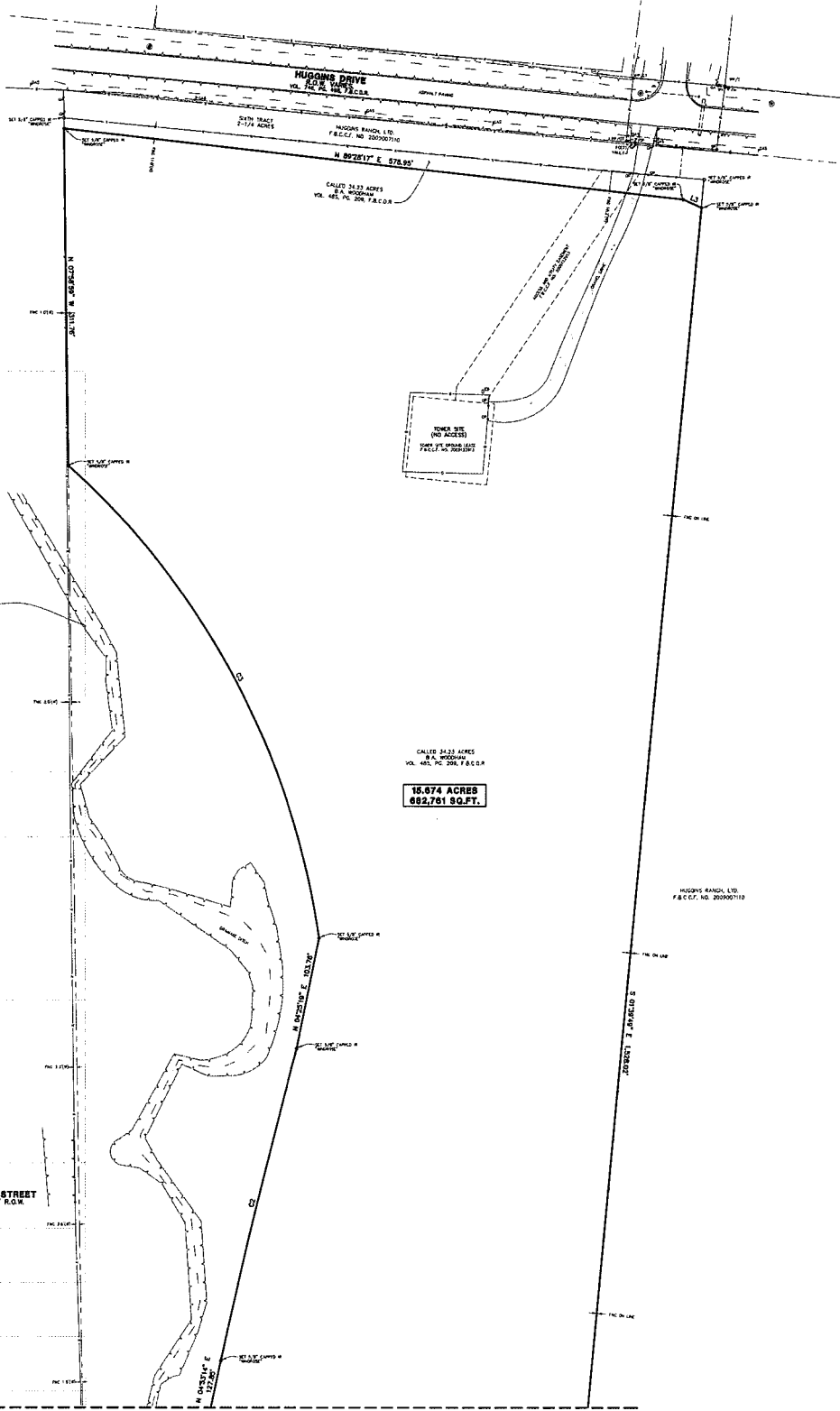


Trevino Water Engineering, LLC is not responsible for the accuracy of the boundaries contained herein; refer to formal survey by Windrose Surveying & Land Services, LLC



NORTH

GRAPHIC SCALE: 1" = 40'



SIXTH TRACT
SIXTH ACRES
HUGGINS RANCH, LTD.
F.B.C.C.F. NO. 200900710

SIXTH TRACT
SIXTH ACRES
HUGGINS RANCH, LTD.
F.B.C.C.F. NO. 200900710

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F.B.C.C.F. NO. 200900710

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F.B.C.C.F. NO. 200900710

SIXTH TRACT
SIXTH ACRES
HUGGINS RANCH, LTD.
F.B.C.C.F. NO. 200900710

15.674 ACRES
662,761 SQ. FT.

MATCH LINE "A"

LEGEND

- Legend table with symbols and descriptions for survey elements like bearings, distances, curves, and monuments.

Table with columns for 'DATE', 'BY', 'REVISIONS', and 'REASON'.

Table with columns for 'DATE', 'BY', 'CHECKED BY', 'JOB NO.', and 'SHEET NO.'.

WINDROSE LAND SURVEYING & PLATTING logo and contact information for the survey plat.

Exhibit B

Depiction of the Road Property and the Drainage Property

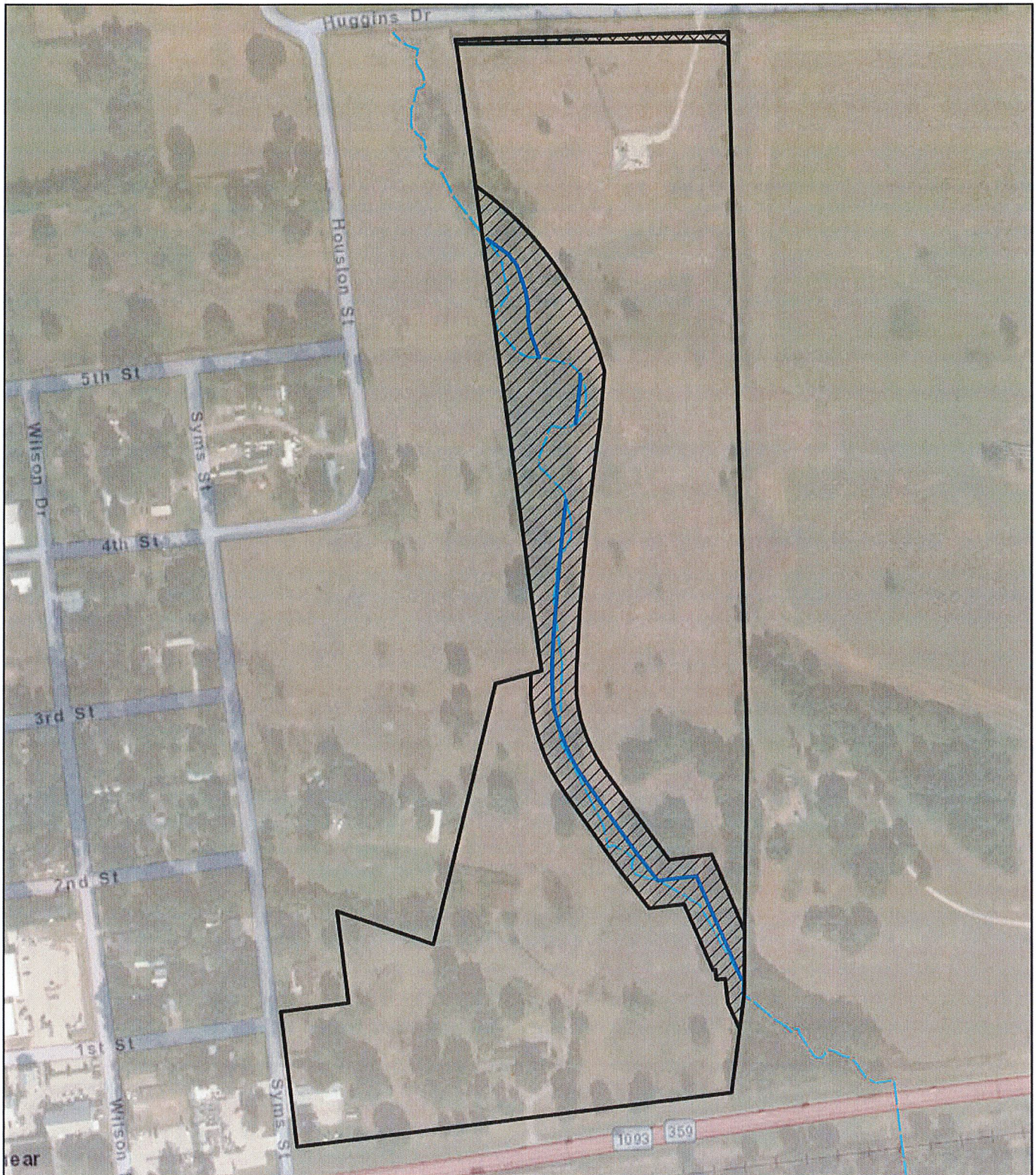
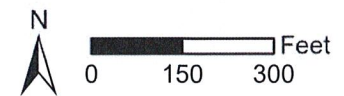


Exhibit B: Public Property

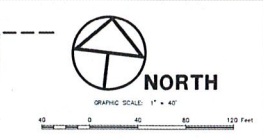
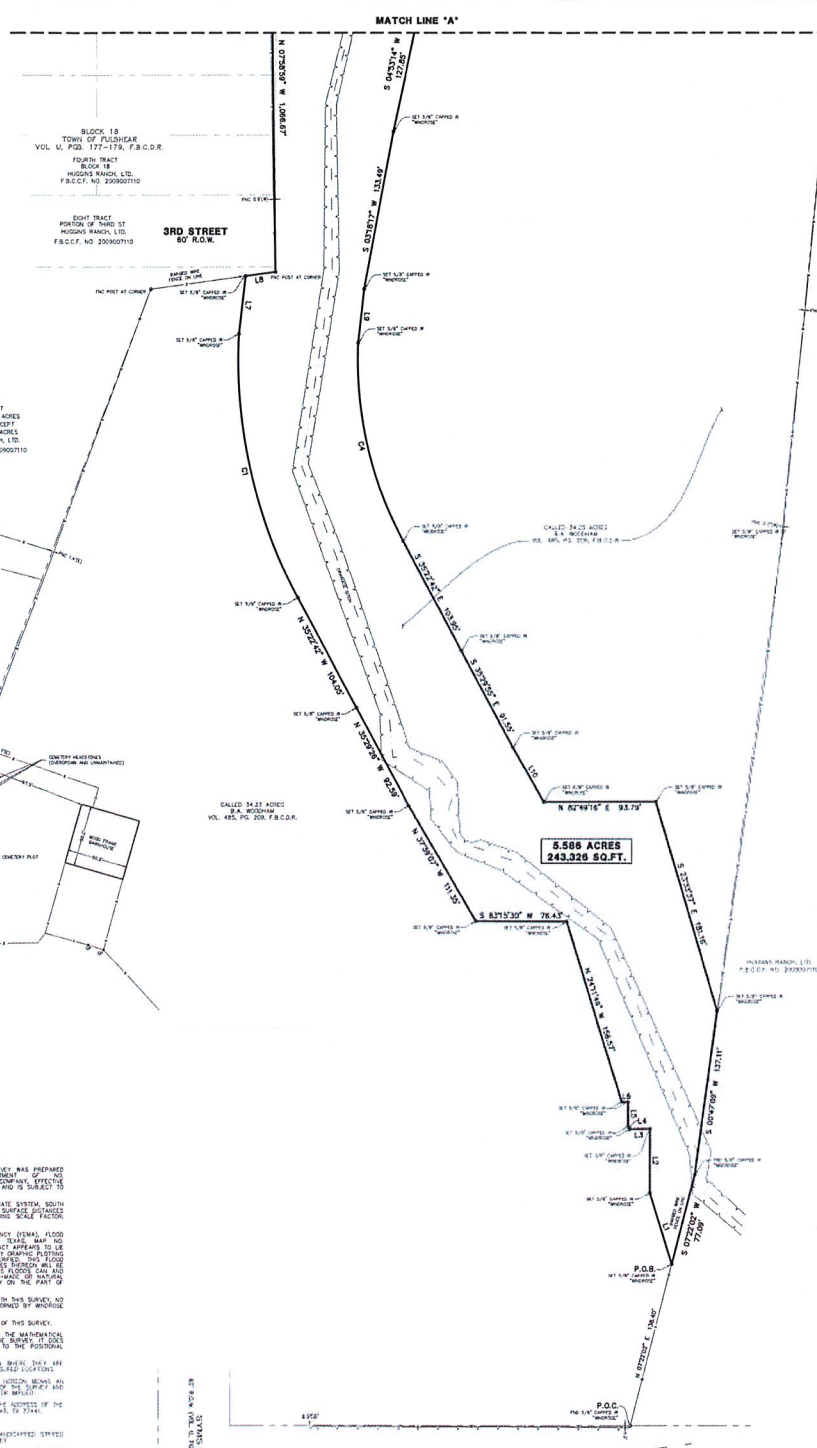
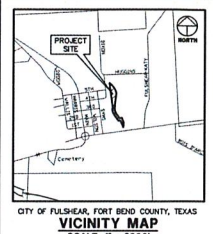


Legend

-  Drainage Property
-  Project Property
-  Road Property
-  Channel Realignment



Trevino Water Engineering, LLC is not responsible for the accuracy of the boundaries contained herein; refer to formal survey by Windrose Surveying & Land Services, LLC



DESCRIPTION

A TRACT OR PARCELS CONTAINING APPROXIMATELY 5.586 SQUARE FEET OF LAND SITUATED IN THE CITY OF FULSHEAR, COUNTY OF FORT BEND, STATE OF TEXAS, BEING PART OF A CERTAIN TRACT OF LAND... (Detailed description of the tract boundaries and survey details follows.)

- GENERAL NOTES**
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED BY WINDROSE ENGINEERING, P.C. THE COMPANY OF WINDROSE ENGINEERING, P.C. HAS BEEN LICENSED BY THE STATE OF TEXAS AS A PROFESSIONAL SURVEYOR SINCE 2004 AND IS SUBJECT TO THE JURISDICTION OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF TEXAS.
 2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83, WITH THE DATUM OF 1983. THE DATUM POINT IS THE POINT OF BEGINNING OF THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83, WITH THE DATUM OF 1983.
 3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 17020C0210, THE SUBJECT TRACT APPEARS TO BE WITHIN UNDESIGNED FLOOD PLAIN. THE DETERMINATION WAS MADE BY REVIEWING AERIAL PHOTOGRAPHS AND VISUAL INSPECTION OF THE TRACT. THE SURVEYOR HAS NO CONTROLLED FLOOD PLAIN MAPS FOR THIS TRACT AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURE-INDUCED CAUSES.
 4. RECENTLY WORKED IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.
 5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
 6. THE SQUARE FOOTAGE SHOWN HEREON IS BASED ON THE METRIC MEASUREMENTS OF THE TRACT. THE SQUARE FOOTAGE SHOWN ON THIS SURVEY IS NOT NECESSARILY THE SQUARE FOOTAGE OF THE TRACT AS DETERMINED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF TEXAS.
 7. EASEMENTS, RIGHTS, INTERESTS, AND ENCUMBRANCES ARE SHOWN HEREON AS THEY ARE KNOWN TO THE SURVEYOR. THE SURVEYOR HAS NO RECORDS OF ANY EASEMENTS, RIGHTS, INTERESTS, AND ENCUMBRANCES.
 8. THE WORD "REFERENCE" OR "REFERENCED" AS SUCH, AND USED HEREON, MEANS AN EASEMENT, RIGHT, INTEREST, OR ENCUMBRANCE AS SHOWN ON THE SURVEYOR'S RECORDS.
 9. ACCORDING TO THE FIRM NUMBER 17020C0210, THE SUBJECT TRACT IS LOCATED WITHIN A FLOOD PLAIN. THE SURVEYOR HAS NO CONTROLLED FLOOD PLAIN MAPS FOR THIS TRACT AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURE-INDUCED CAUSES.
 10. THERE ARE NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.
 11. THERE ARE NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.
 12. THERE ARE NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.
 13. THERE ARE NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.
 14. THERE ARE NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.
 15. THERE ARE NO RECORDS OF ANY EXCAVATION OR EXPLOSION WAS PERFORMED BY WINDROSE ENGINEERING.

SCHEDULE 'B' NOTES

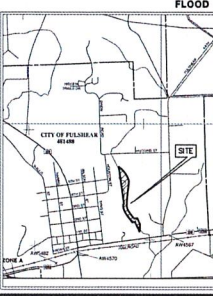
10. ALL TIE LINES, CORNERS, AND PROVISIONS OF THIS CERTAIN AGREEMENT REGARDING THE TRACT ARE SHOWN ON THE SURVEY. THE SURVEYOR HAS NO RECORDS OF ANY TIE LINES, CORNERS, AND PROVISIONS OF THIS CERTAIN AGREEMENT REGARDING THE TRACT.

LINE	BEARING	DISTANCE
1	N 89° 15' 00" E	120.00
2	S 89° 15' 00" W	120.00
3	N 89° 15' 00" E	120.00
4	S 89° 15' 00" W	120.00
5	N 89° 15' 00" E	120.00
6	S 89° 15' 00" W	120.00
7	N 89° 15' 00" E	120.00
8	S 89° 15' 00" W	120.00
9	N 89° 15' 00" E	120.00
10	S 89° 15' 00" W	120.00

SURVEYOR'S CERTIFICATION

I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 11-13-19



FIRM FLOOD INSURANCE RATE MAP
FORT BEND COUNTY, TEXAS
AND UNINCORPORATED AREAS

DATE: APRIL 2, 2014

MAP NUMBER: 17020C0210

MAP REVISION: APRIL 2, 2014

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	BOUNDARY	11	WATER MAIN
2	ROADWAY	12	WATER MAIN VALVE
3	UTILITY	13	WATER MAIN TIE
4	WATER MAIN	14	WATER MAIN TIE
5	WATER MAIN VALVE	15	WATER MAIN TIE
6	WATER MAIN TIE	16	WATER MAIN TIE
7	WATER MAIN TIE	17	WATER MAIN TIE
8	WATER MAIN TIE	18	WATER MAIN TIE
9	WATER MAIN TIE	19	WATER MAIN TIE
10	WATER MAIN TIE	20	WATER MAIN TIE

REVISIONS

DATE	REVISION	BY

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR REFERRED TO AS A PUBLIC SURVEY DOCUMENT.

DATE: 11-13-19

FILE A PUBLIC SURVEY DOCUMENT WITH THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS.

WINDROSE ENGINEERING, P.C.
1811 WINDROSE BLVD, SUITE 100, FULSHEAR, TEXAS 77445
PHONE: 281-261-1111 | FAX: 281-261-1112
WWW.WINDROSEENGINEERING.COM

ALTAIN/SPS LAND TITLE SURVEY OF
5.586 ACRES/ 243,326 SQ. FT.
SITUATED IN THE CITY OF FULSHEAR SURVEY
ABSTRACT NO. 29
CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

FILED BY: RB CHECKED BY: PJ JOB NO: 92726
DRAWN BY: DS/CB DATE: NOVEMBER 2019 SHEET NO. 1 OF 2



SCALE: 1" = 50'

"ROAD PROPERTY"

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

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOL. 746, PG. 493, F.B.C.D.R.

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

HUGGINS ROAD
WIDTH VARIES
VOL. 746, PG. 496, F.B.C.D.R.

0.0262 ACRES
1,141 SQ.FT.

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

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

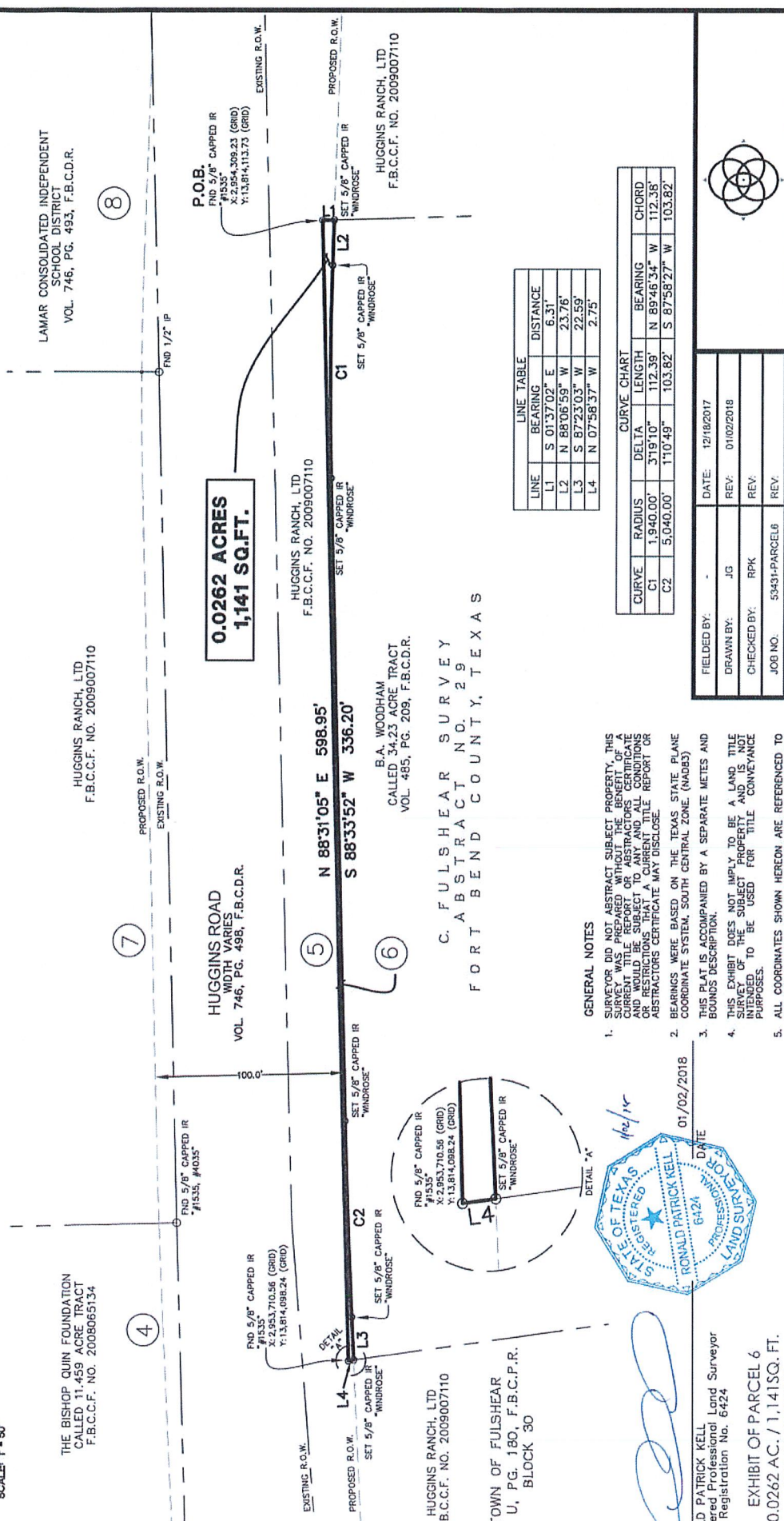
B.A. WOODHAM
CALLED 34.23 ACRE TRACT
VOL. 465, PG. 209, F.B.C.D.R.

TOWN OF FULSHEAR
VOL. U, PG. 180, F.B.C.P.R.
BLOCK 30

C. FULSHEAR SURVEY
CALLED 34.23 ACRE TRACT
VOL. 465, PG. 209, F.B.C.D.R.

FORT BEND COUNTY, TEXAS

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



LINE	BEARING	DISTANCE
L1	S 01°37'02" E	6.31'
L2	N 88°06'59" W	23.76'
L3	S 87°23'03" W	22.59'
L4	N 07°58'37" W	2.75'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1,940.00'	31°10'	112.39'	N 89°46'34" W	112.38'
C2	5,040.00'	11°0'49"	103.62'	S 87°58'27" W	103.82'

- GENERAL NOTES
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE 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 TO BE USED FOR TITLE CONVEYANCE PURPOSES.
 5. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DETERMINED BY MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.9998686933.



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

EXHIBIT OF PARCEL 6
0.0262 AC. / 1,141 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

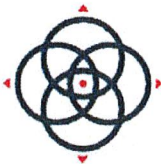
FIELD BY:	DATE:	12/19/2017
DRAWN BY:	REV:	01/02/2018
CHECKED BY:	REV:	
JOB NO.	REV:	53431-PARCEL6
SHEET 1 OF 2	REV:	

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WINDROSE
LAND SURVEYING & PLATTING

3200 WILCREST, SUITE 325 | HOUSTON, TX 77042 | 713.468.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF PARCEL 6 0.0262 ACRE OR 1,141 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.0262 ACRES OR 1,141 SQUARE FEET OF LAND BEING OUT OF A CALLED 34.23 ACRE TRACT OF LAND CONVEYED TO B.A. WOODHAM AS RECORDED UNDER VOLUME 485, PAGE 209, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), SITUATED IN THE C. FULSHEAR SURVEY, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS 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 CAPPED 5/8 INCH IRON ROD STAMPED "#1535" FOUND FOR AN INTERIOR CORNER OF A TRACT OF LAND CONVEYED TO HUGGINS RANCH, LTD. (HUGGINS TRACT) AND THE NORTHEAST CORNER OF SAID 34.23 ACRE TRACT, HAVING GRID COORDINATES OF (X: 2,954,309.23; Y: 13,814,113.73);

THENCE, SOUTH 01 DEG. 37 MIN. 02 SEC. EAST, ALONG A COMMON LINE OF SAID CALLED 34.23 ACRE TRACT AND SAID HUGGINS TRACT, A DISTANCE OF 6.31 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE PROPOSED SOUTH RIGHT OF WAY (R.O.W.) LINE OF HUGGINS ROAD, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE PROPOSED SOUTH R.O.W. LINE OF SAID HUGGINS ROAD AND OVER AND ACROSS SAID CALLED 34.23 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

NORTH 88 DEG. 06 MIN. 59 SEC. WEST, A DISTANCE OF 23.76 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEEFT, HAVING A RADIUS OF 1,940.00 FEET, A CENTRAL ANGLE OF 03 DEG. 19 MIN. 10 SEC., AN ARC LENGTH OF 112.39 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 46 MIN. 34 SEC. WEST – 112.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 88 DEG. 33 MIN. 52 SEC. WEST, A DISTANCE OF 336.20 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5,040.00, A CENTRAL ANGLE OF 01 DEG. 10 MIN. 49 SEC., AN ARC LENGTH OF 103.82 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 87 DEG. 58 MIN. 27 SEC. WEST – 103.82 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

THENCE, SOUTH 87 DEG. 23 MIN. 03 SEC. WEST, A DISTANCE OF 22.59 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF SAID CALLED 34.23 ACRE TRACT, AND AN EAST LINE OF SAID HUGGINS TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 07 DEG. 58 MIN. 37 SEC. WEST, ALONG A COMMON LINE OF SAID CALLED 34.23 ACRE TRACT AND SAID HUGGINS TRACT, A DISTANCE OF 2.75 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "#1535" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 34.23 ACRE TRACT, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING GRID COORDINATES OF (X: 2,953,710.56; Y: 13,814,098.24);

THENCE, NORTH 88 DEG. 31 MIN. 05 SEC. EAST, ALONG A COMMON LINE OF SAID CALLED 34.23 ACRE TRACT AND SAID HUGGINS TRACT, A DISTANCE OF 598.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.0262 ACRE, OR 1,141 SQUARE FEET OF LAND AS SHOWN ON JOB NO. 53431-PARCEL 6, PREPARED BY WINDROSE LAND SERVICES.



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



1/02/18

12-18-2017
DATE
REVISED: 1/2/2018

Exhibit C

Depiction of the Increment Property & Preliminary Site Plan

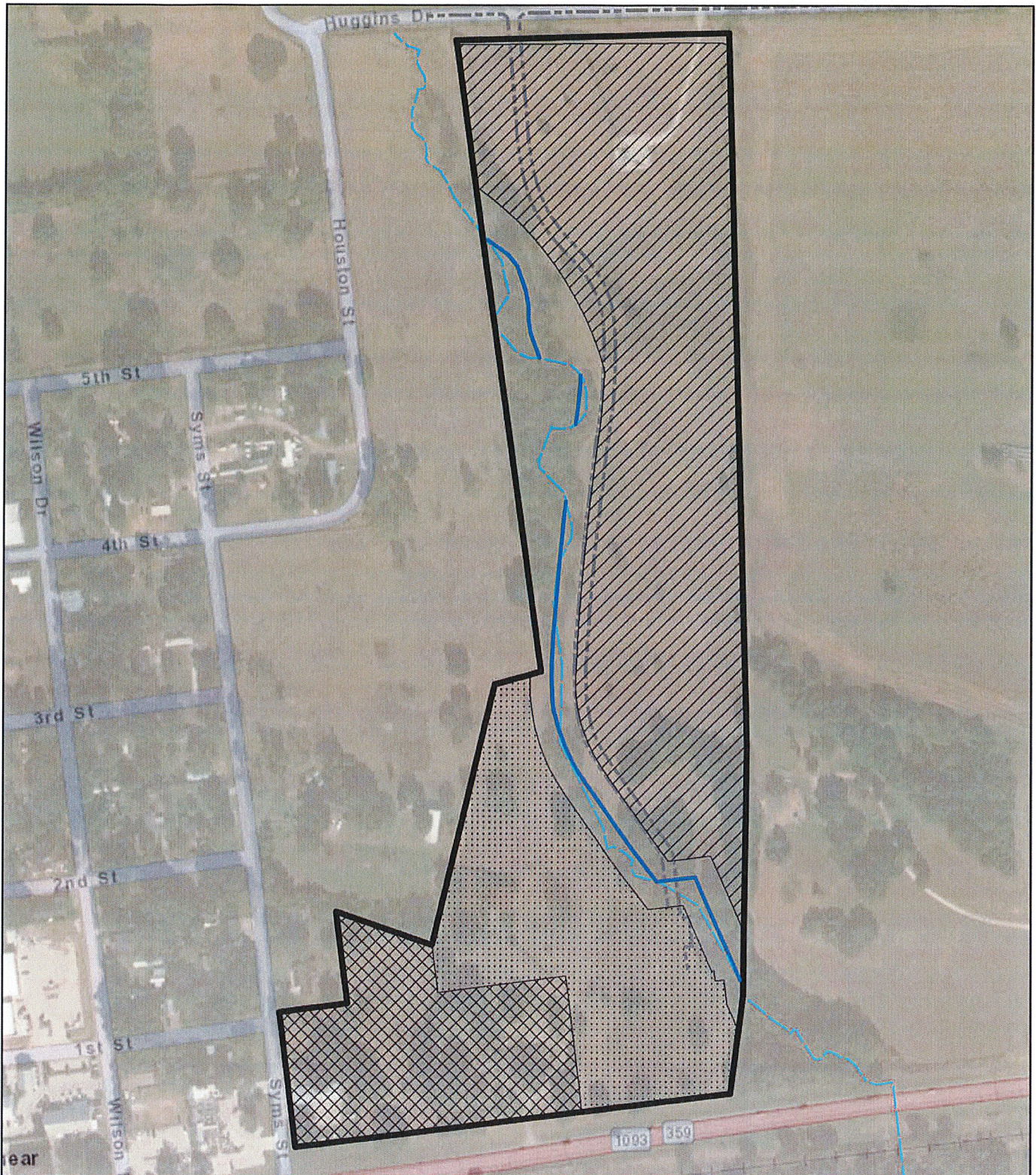
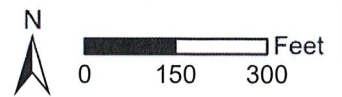


Exhibit C: Increment Property Legend

- Commercial Phase 1
- Commercial Phase 2
- Residential
- Project Property
- Channel Realignment
- Proposed Road



Trevino Water Engineering, LLC is not responsible for the accuracy of the boundaries contained herein; refer to formal survey by Windrose Surveying & Land Services, LLC

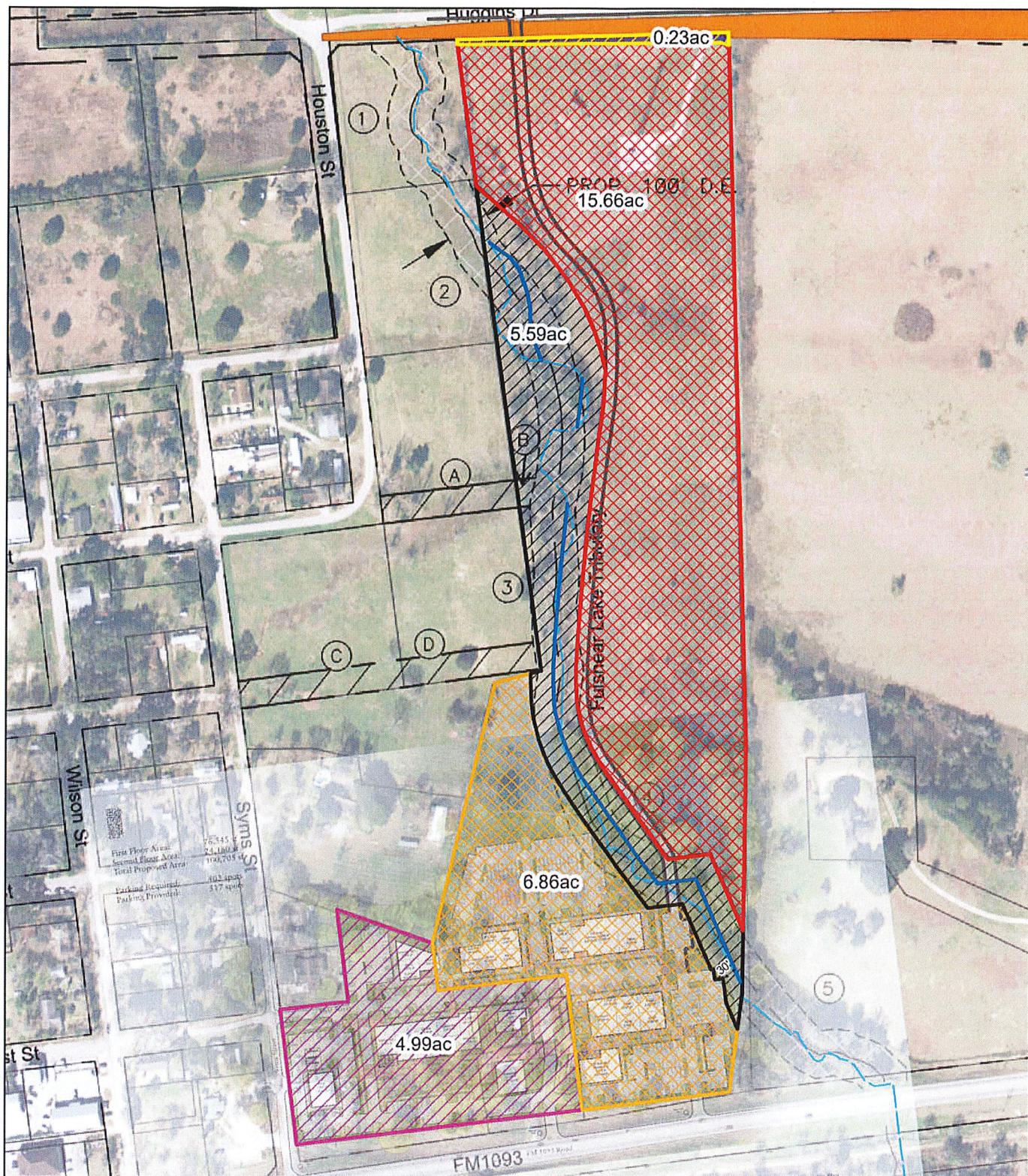
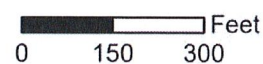


Figure: Preliminary Site Plan for Tracts



Legend

- City of Fulshear- drainage
- City of Fulshear - Huggins
- Fm-Commercial Phase 1
- Fm-Commercial Ph. 2
- High-Density Res./ Other Use via SUP
- Channel Realignment
- Proposed Road

