

**CITY OF FULSHEAR, TEXAS
AND
THOMAS BLACKBURN**

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into as of the as of the date on which the last party hereto executes this agreement (hereinafter referred to as the "Effective Date"), between the City of Fulshear, Texas, a Texas home-rule municipality (hereinafter referred to as "City"), and Thomas Blackburn (hereinafter referred to as "Landowner").

RECITALS

WHEREAS, Landowner owns certain property in the City located along the proposed Huggins Drive realignment, as reflected on the site plan attached hereto as *Exhibit A* (the "Project Property"); and

WHEREAS, the City desires to acquire approximately 95,160 square feet of land located in the Project Property for the purposes of the realignment and construction of Huggins Drive (the "Road Property"); and

WHEREAS, the City also desires to acquire from the Landowner approximately 1.42 acres of land located in the Project Property for the purposes of parking and public access (the "Access Property" and together with the Road Property, the "Public Property"), all as shown on the attached *Exhibit B*; and

WHEREAS, the Landowner is willing to convey the Public Property in exchange for the terms, conditions and considerations set forth in this Agreement; and

WHEREAS, Landowner proposes to develop the site as a mixed-use office space and commercial property that will include mixed use, retail space, restaurants, or any or all of these (the "Project"); and

WHEREAS, it is anticipated that the Project will result in additional jobs, increase the tax base, both property taxes and sales taxes, and encourage economic development to the City; and

WHEREAS, the City recognizes the positive economic impact that the Project will bring to the City through: diversification of the economy, reduction of underemployment through the attraction of new businesses, development of improved real property enhancements, increases to sales tax collections, and creation of additional ad valorem

tax revenues generated by the Project for the City. The City recognizes that without the development of the Property, the City would not receive these benefits; and

WHEREAS, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City has the authority to establish a program to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity and job creation within the City; and

WHEREAS, in consideration of the conveyance of the Public Property and of the design and construction of the Project by the Landowner, which will bring additional sales and property tax revenues to the City and additional jobs resulting from the construction and development, the City desires to make a grant to the Landowner in an amount not to exceed the Maximum Reimbursement Amount, defined below, as an economic incentive for the Landowner to develop and construct the Project; and

WHEREAS, the parties to this Agreement desire to enter into an agreement to set forth the terms and conditions by which the Project can be accomplished; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Fulshear, Texas, and, as such, meets the requisites under Chapter 380, and further, is in the best interests of the City and Landowner; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Fulshear, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state, and is a governmental function of the City of Fulshear, Texas.

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

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue until the earlier of i) thirty (30) years from the Effective Date or ii) payment of the Maximum Reimbursement Amount, unless terminated sooner under the provisions hereof. Any Program Grant Payment due Landowner for the year 2050 shall survive termination of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

Base Value means the total appraised value of the Increment Property as of January 1, 2019, which is deemed to be \$783,906.

Fee Credit means a credit equal to \$75,000 to cover capital recovery fees and standard tap fees associated with initial development for new construction on the Project Property.

Increment Property means the Project Property less the Public Property, as shown in *Exhibit C*.

Maximum Reimbursement Amount means One-Million Three-Hundred Fifty Thousand and No/100 Dollars (\$1,350,000), which is comprised of the Fee Credit and the Program Grant.

Program Grant or **Program Grant Payment** means the economic development grants paid by the City to Landowner in accordance with this Agreement, the aggregate total of which shall not exceed the Maximum Reimbursement Amount less the Fee Credit.

Project Captured Appraised Value means the total appraised value of the Increment Property as of January 1 of each year less the Base Value.

Property Tax Increment Revenues means an amount equal to the incremental increase in the collections of the City's ad valorem taxes on Increment Property on the Project Captured Appraised Value.

Sales and Use Tax means the City's municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.

SECTION 4. AGREEMENT

I. **Conveyance of Public Property.** Within 15 calendar days of the Effective Date of this Agreement, the City will deliver to the Landowner a final legal survey and property description of the Public Property. The Landowner agrees to convey to the City, in the manner and form determined by the City (and in accord with the terms and conditions of this Agreement regarding the reverter of the Roadway Property), the Public Property, together with any required lienholder consents, within 15 calendar days of receipt of such surveys. The City shall be solely responsible for all costs and efforts associated with the surveying and dedication of the Road Property.

II. **Development of the Public Property.**

a. **Huggins Drive.** The City will be solely responsible for the coordination of efforts with the County associated with the design, construction and installation of the extension of Huggins Drive. The City will ensure that utilities in the Huggins right of way will be sized at a minimum to accommodate the full development of the Project Property, and if feasible, be installed in congruency with the paving of Huggins Drive.

b. **Trail.** The City will be responsible for the design, installation, construction and maintenance of hike and bike trail, located in a mutually agreed location within the Project Property, which trail shall be named after the Landowner.

III. **Program Grant Payments.** In consideration for the benefits described in the recitals to this Agreement, the City agrees to make the following Program Grant Payments in annual installments to the Landowner, in a minimum annual amount equal to the greater of i) \$20,000 or ii) the combined total of the annual Sales and Use Tax payment and the annual Property Tax Increment payment, each according to the schedules below; provided that no Program Grant Payments will be made after the Program Grant Payment of calendar year 2034 unless and until construction of vertical improvements on the Project Property has commenced as evidenced by a the issuance of a building permit. The total aggregate Property Grant Payment shall not exceed the Maximum Reimbursement Amount less the Fee Credit, as follows:

a. **Initial Payment.** The City covenants and agrees to pay the Landowner an initial Program Grant Payment in the amount of \$278, 348 within 45 calendar days of the Effective Date.

b. **Sales and Use Tax Payment.** The City covenants and agrees to pay the Landowner a sum equal to the following percentage amounts of the Sales and Use Tax collected on the Project Property and confirmed by the State Comptroller's office to the City. The percentage amounts are as follows:

<u>Calendar Year:</u>	<u>Percentage Amount:</u>
2020	50%
2021	50%
2022	70%
2023	70%
2024	70%
2025-2050	85%

Such payments shall be made annually upon the City confirming its accuracy with the State Comptroller's office, including any audit adjustments and its payment to the City for the applicable year. The City covenants and agrees to make the payment to Landowner within sixty (60) days following the receipt of the latter of:

1. the Area Report from the State Comptroller's office confirming the Sales and Use Tax revenues collected from taxable sales occurring on the Project Property; and
2. the Sales and Use Tax revenue from the State Comptroller's office for the applicable calendar year.

c. **Property Tax Increment Payment.** In addition, the City covenants and agrees to pay Landowner a sum equal to the following percentage amounts of the Property Tax Increment Revenues as follows:

<u>Calendar Year:</u>	<u>Percentage Amount:</u>
2020	50%
2021	50%
2022	70%
2023	70%
2024	70%
2025-2050	85%

The City covenants and agrees to make the payment to Landowner within sixty (60) days following the receipt of the Property Tax Increment Revenues for the applicable year.

IV. **Fee Credit.** In consideration for the benefits described in the recitals to this Agreement, the City agrees to credit to the Landowner and its successors and assigns an amount equal to the Free Credit by which mechanism capital recovery fees or impact fees, as applicable, and tap fees will be assessed but not collected during the development or redevelopment of the Project Property.

V. **Reverter.**

a. **Road Property.** The City agrees that if the roadway paving and appurtenant utilities are not installed and open to the public between FM 359 and Katy Fulshear Road within 48 months of the Effective Date (e.g. 24 months for contract award, 24 months thereafter for roadway open to public), then interest in and to the Roadway Property shall automatically revert back to the Landowner; provided, however, that this Agreement (including specifically the Program Grant Payments) shall continue in full force and effect; provided, however, that if the Roadway Property reverts back to the Landowner, the Maximum Reimbursement Amount will be reduced to 50% of the original Maximum Reimbursement Amount.

b. **Access Property.** The City agrees that if the Roadway Property reverts back to the Landowner under subsection (a) above, then the City shall either (at its sole discretion):

- i. Pay to the Landowner, within 45 days, an additional Program Grant Payment of \$278,348.00; or
- ii. Cause the title to the Access Property to be transferred back to the Landowner, free and clear of all liens.

SECTION 5. REPRESENTATIONS.

I. **Representations of the City.** The City hereby represents to the Landowner that, as the date hereof:

- (1) The City is a duly created and existing municipal corporation and home-rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- (2) The City has the power, authority and legal right under the laws of the State of Texas and the City Charter to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.
- (3) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City,

enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

- (4) The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

II. **Representations of the Landowner.** The Landowner hereby represents to the City that as of the date hereof:

- (1) The Landowner is duly authorized and existing and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.
- (2) The Landowner has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Landowner, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Landowner under any agreement or instrument to which the Landowner is a party or by which the Landowner or its assets may be bound or affected.
- (3) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Landowner, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.
- (4) Undocumented Workers. Landowner certifies that Landowner 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, Landowner is convicted of a violation under 8 U.S.C. § 1324a(f), Landowner shall repay the amount of the 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 Landowner of the violation.

- (5) Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, Landowner 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.
- (6) Iran, Sudan, and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, Landowner 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.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Landowner or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Landowner or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Landowner and City is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Landowner under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Landowner's insolvency, appointment of receiver for any part of Landowner's property, any assignment for the benefit of creditors of Landowner, any type of creditor workout for Landowner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Landowner is an Event of Default.
- (d) **Ad Valorem Taxes.** Landowner allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City or Fort Bend County Central Appraisal District is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Landowner defaults and is unable or unwilling to cure said default within the prescribed time period, at the option of the City, the City may terminate this Agreement and the parties shall have no further obligations under this Agreement; or the City may terminate this Agreement and require the Landowner to repay to the City immediately the financial assistance provided by the City to Landowner pursuant to this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue for any action arising under this Agreement shall lie in the state county or district courts of Fort Bend County, Texas.
- (c) **Assignment.** Unless expressly permitted herein, none of the parties may assign its rights nor delegate its responsibilities under this Agreement without the written consent of each other party. However, without the written consent of the City: (i) any successor owner(s) of the Project Property shall be entitled to any Program Grant Payment due under this Agreement if Landowner assigns such rights to a successor, and (ii) the Landowner may assign its full or partial rights to receive payments from the City pursuant to this Agreement to any third party. The Landowner shall give the City no less than thirty (30) days written notice of assignment under this subsection.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents

that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Landowner warrants and represents that the individual executing this Agreement on Landowner's behalf has full authority to execute this Agreement and bind it to the same.

- (e) **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.
- (f) **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.
- (g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) delivered either by facsimile or electronic mail (with electronic conformation and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Landowner: Thomas Blackburn
PO Box 999
Brookshire, Texas 77423-0999

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

- (i) **Revenue Sharing Agreement.** The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended. If necessary for the Texas Comptroller to provide tax information to the City, the Landowner shall be responsible for obtaining

permission from persons doing business in the Project Property pursuant to section 321.3022(d) of the Texas Tax Code, as amended.

- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included to the extent it does not frustrate the intent of this Agreement.

- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

- (l) **Waiver of Actions Under Private Real Property Rights Preservation Act.** The Landowner 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 Landowner'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 Landowner 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.

[The Remainder of this Page Intentionally Left Blank]

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force, has been executed on behalf of the parties hereto as follows, to-wit:

CITY:

CITY OF FULSHEAR, TEXAS
A Texas home-rule municipality



By: [Signature]
Name: Aaron Craft
Title: Mayor
Date Signed: 11-19-19

ATTEST:

By: [Signature]
Name: Kimberly Kopecky
Title: City Secretary

DEVELOPER:

THOMAS BLACKBURN

By: T.T. Blackburn III
Name: T.T. BLACKBURN III
Title: _____
Date Signed: NOV 21, 2019

Exhibit A

Description of the Project Property

All of the land included in that 9.5 acre tract more fully described in File No. 2005008112 of the Fort Bend County real property records.

“Project Property” for 9.5 acre tract more fully described in File No. 2005008112 of the Fort Bend County real property records.

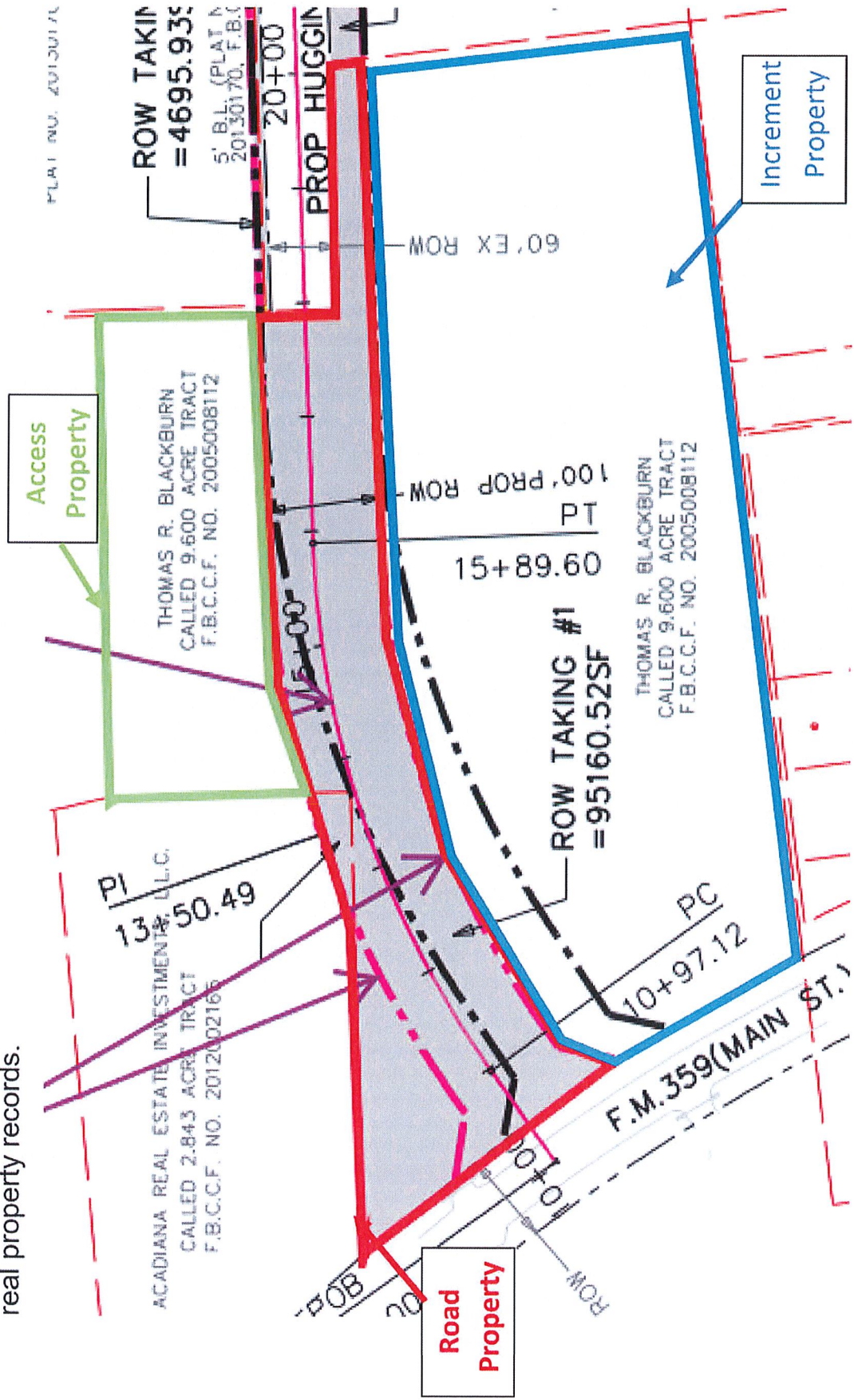


Exhibit B

Depiction of the Road Property and the Access Property



ACADIANA REAL ESTATE INVESTMENTS, L.L.C.
CALLED 2.843 ACRE TRACT
F.B.C.C.F. NO. 2012002165

FIN. 1/2" IRON PIPE
N 09°36'07" E, 0.28'
X: 2,951,969.49 (GRID)
Y: 13,814,060.70 (GRID)

N 88°07'59" E 289.25'

SET 5/8" CAPPED IR
"WINDROSE"

PROPOSED R.O.W.
FIN. 1" IP
X: 2,952,371.83 (GRID)
Y: 13,814,072.61 (GRID)

"ROAD PROPERTY"

SET 5/8" CAPPED IR
"WINDROSE"

N 88°07'59" E 113.15'

1.849 ACRES
80,539 SQ.FT.

THOMAS R. BLACKBURN
CALLED 9.600 ACRE TRACT
F.B.C.C.F. NO. 2005008112

F.M. HIGHWAY 359 / A.K.A. MAIN STREET
80' R.O.W. (VOL. 264, PG. 355; VOL. 264, PG. 325;
VOL. 263, PG. 123; VOL. 264, PG. 310, F.B.C.O.R.)

P.O.B.
SET 5/8" CAPPED IR
"WINDROSE"
X: 2,952,136.60 (GRID)
Y: 13,813,833.84 (GRID)

FULSHEAR PROFESSIONAL PARK
RESTRICTED RESERVE "A"
PLAT NO. 200900068, F.B.C.P.R.

P.O.C.
FIN. CAPPED 5/8" IR
"KALKOMEY"
X: 2,952,229.19 (GRID)
Y: 13,813,976.10 (GRID)

EXHIBIT OF
1.849 AC. / 80,539 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT. THE SURVEYOR HAS NO KNOWLEDGE OF ANY 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 EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT INTEND 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. METES DETERMINED BY GPS SURVEYS SHALL BE REFERENCED TO THE GRID AND CAN BE CONVERTED TO SURFACE METES BY APPLYING A COMBINED SCALE FACTOR OF 0.9999880925.

SEE SHEET 2

LINE	BEARING	DISTANCE
L1	S 81°23'08" E	57.42'
L2	N 54°27'32" E	17.31'
L3	N 01°18'02" W	57.89'
L4	S 01°48'18" E	70.01'
L5	S 06°42'23" E	30.08'
L6	S 54°27'32" W	17.91'
L7	S 10°39'14" W	57.79'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1,950.08'	5°20'50"	181.99'	N 29°52'05" W	181.93'
C2	1,950.08'	5°17'26"	180.07'	N 35°11'13" W	180.00'
C3	890.00'	11°21'48"	176.51'	N 60°08'27" E	176.22'
C4	890.00'	14°07'22"	219.37'	N 80°35'40" E	218.82'
C5	790.00'	33°11'49"	457.72'	S 71°03'27" W	451.35'



ROBERT KNESS
Registered Professional Land Surveyor
Texas Registration No. 6486

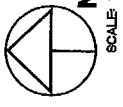
10-15-19
DATE

FILED BY:	DATE:	10-15-19
DRAWN BY:	REV:	
CHECKED BY:	TW	REV:
JOB NO.	53431-1.849	REV:
SHEET 1 OF 4		REV:

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WINDROSE
LAND SURVEYING & PLATTING
11111 RICHMOND AVE. STE 150 | HOUSTON, TX 77062 | 713.468.2281
TX REGISTRATION NO. 10108860 | WINDROSESERVICES.COM



- GENERAL NOTES**
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PERFORMED WITH REFERENCE TO THE CURRENT TITLE REPORT ON ABSTRACTS, RECORDS 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 EXHIBIT 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). METES AND BOUNDS COORDINATES DETERMINED BY THIS SURVEY WILL BE CONSIDERED TO TAKE PRECEDENCE OVER COORDINATES DETERMINED BY OTHER SURVEYS. ALL COORDINATES WILL BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999960935.

SIGMUND CORNELIUS &
PATRICIA CORNELIUS
F.B.C.C.F. NO. 2013008072

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

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

60' DEDICATED FOR HUGGINS ROAD
PLAT NO. 20130170, F.B.C.F.R.

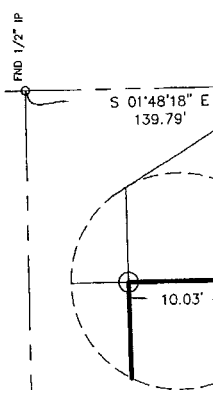
N 87°39'17" E 215.73'

S 87°39'21" W 421.33'

THOMAS R. BLACKBURN
CALLED "S 600 ACRE TRACT"
F.B.C.C.F. NO. 2005008172

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

MICHAEL T. MCCANN
CALLED 2 ACRES
VOL. 409, PG. 65, F.B.C.D.R.



**1.849 ACRES
80,539 SQ.FT.**

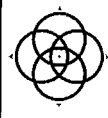
LINE	BEARING	DISTANCE
L1	S 81°23'08" E	57.42'
L2	N 54°27'32" E	17.31'
L3	N 01°18'02" W	37.89'
L4	S 01°48'18" E	70.01'
L5	S 06°42'23" E	30.08'
L6	S 54°27'32" W	17.91'
L7	S 10°39'14" W	57.79'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1,950.08'	5°20'50"	181.99'	N 29°52'05" W	181.93'
C2	1,950.08'	5°17'26"	180.07'	N 35°11'13" W	180.00'
C3	890.00'	1°21'46"	176.51'	N 60°08'27" E	176.22'
C4	890.00'	14°07'22"	219.37'	N 80°35'40" E	218.82'
C5	790.00'	33°11'46"	457.72'	S 71°03'27" W	451.35'

EXHIBIT OF
1.849 AC. / 80,539 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

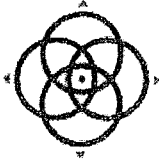
FILED BY:	DATE:	10-16-19
DRAWN BY:	CG	REV:
CHECKED BY:	TW	REV:
JOB NO.	53431-1-849	REV:
SHEET 2 OF 4		REV:

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SEE SHEET 1



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 1.849 ACRES OR 80,539 SQ. FT.

A TRACT OR PARCEL CONTAINING 1.849 ACRES OR 80,539 SQUARE FEET OF LAND OUT OF A CALLED 9.600 ACRE TRACT OF LAND CONVEYED TO THOMAS R. BLACKBURN, AS RECORDED UNDER FORT BEND COUNTY CLERK FILE (F.B.C.C.F.) NO. 2005008112, 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 COORDINATED ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935:

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "KALKOMEY" FOUND ON THE EAST RIGHT OF WAY (R.O.W.) OF F.M. HIGHWAY 359 / A.K.A. MAIN STREET, 80 FEET WIDE, AS RECORDED UNDER VOL. 264, PG. 325; VOL. 264, PG. 325; VOL. 263, PG. 123; VOL. 264, PG. 310, OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.) FOR THE NORTHWEST CORNER OF RESTRICTED RESERVE "A" OF FULSHEAR PROFESSIONAL PARK, MAP OR PLAT THEREOF RECORDED UNDER FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.) NO. 20090068, AND THE SOUTHWEST CORNER OF SAID 9.600 ACRE TRACT; HAVING GRID COORDINATES OF (X: 2,952,229.19, Y: 13,813,676.10)

THENCE, ALONG THE EAST R.O.W. OF SAID F.M. HIGHWAY 359, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1,950.08, A CENTRAL ANGLE OF 05 DEG. 20 MIN. 5 SEC., AN ARC LENGTH OF 181.99 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEG. 52 MIN. 05 SEC. WEST - 181.93 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: 2,952,165.28, Y: 13,813,790.06)

THENCE, CONTINUING ALONG THE EAST R.O.W. OF SAID F.M. HIGHWAY 359, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1,950.08 FEET, A CENTRAL ANGLE OF 05 DEG. 17 MIN. 26 SEC, AN ARC LENGTH OF 180.07 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 35 DEG. 11 MIN. 13 SEC. WEST - 180.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE PROPOSED NORTHERLY R.O.W. LINE, OVER AND ACROSS SAID 9.600 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES;

SOUTH 81 DEG. 23 MIN. 08 SEC. EAST, A DISTANCE OF 57.42 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 54 DEG. 27 MIN. 32 SEC. EAST, A DISTANCE OF 17.31 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 11 DEG. 21 MIN. 48 SEC., AN ARC LENGTH OF 176.51 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60 DEG. 08 MIN. 27 SEC. EAST - 176.22 FEET, TO CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTH LINE OF A CALLED 2.843 ACRE TRACT CONVEYED TO ACADIANA REAL ESTATE INVESTMENTS, L.L.C. AS RECORDED UNDER F.B.C.C.F. NO. 2013002165 AND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88 DEG. 07 MIN. 59 SEC. EAST, ALONG THE SOUTH LINE OF SAID 2.843 ACRE TRACT, A DISTANCE OF 113.15 FEET, TO A 1 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 2.843 ACRE TRACT AND FOR AN INTERIOR CORNER OF SAID 9.600 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,952,371.63, Y: 13,814,073.81)

THENCE, NORTH 01 DEG. 18 MIN. 02 SEC. WEST, ALONG THE EAST LINE OF SAID 2.843 ACRE TRACT, A DISTANCE OF 37.89 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, WITH SAID CURVE TO THE RIGHT, OVER AND ACROSS SAID 9.600 ACRE TRACT, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 14 DEG. 07 MIN. 22 SEC., AN ARC LENGTH OF 219.37 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80 DEG. 35 MIN. 40 SEC. EAST – 218.82 FEET, TO A CAPPED 5/8 INCH IRON STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

THENCE, NORTH 87 DEG. 39 MIN. 21 SEC. EAST, CONTINUING OVER AND ACROSS SAID 9.600 ACRE TRACT, A DISTANCE OF 203.97 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF RESERVE "A" OF FINAL PLAT CORNELIUS SUBDIVISION, MAP OR PLAT THEREOF RECORDED UNDER PLAT NO. 20130170, F.B.C.P.R., CONVEYED TO SIGMUND CORNELIUS AND PATRICIA CORNELIUS, AS RECORDED UNDER F.B.C.C.F. NO. 2013008072, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 48 MIN. 18 SEC. EAST, ALONG THE WEST LINE OF SAID RESERVE "A" AND THE EXISTING WEST R.O.W. LINE OF HUGGINS ROAD AS DEDICATED BY SAID FINAL PLAT CORNELIUS SUBDIVISION, A DISTANCE OF 70.01 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE EXISTING R.O.W. LINE OF SAID HUGGINS ROAD, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 39 MIN. 17 SEC. EAST, ALONG THE EXISTING SOUTH R.O.W. LINE OF SAID HUGGINS, A DISTANCE OF 215.73 FEET, TO A 1/2 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF A CALLED 2 ACRES TRACT CONVEYED TO MICHAEL T. MCCANN, AS RECORDED UNDER VOL. 409, PG. 83, F.B.C.D.R., AND THE EASTERNMOST NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,953,008.13, Y: 13,814,094.64)

THENCE, SOUTH 06 DEG. 42 MIN. 23 SEC. EAST, ALONG THE WEST LINE OF SAID 2 ACRE TRACT, A DISTANCE OF 30.08 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 9.600 ACRE TRACT AND ALONG THE PROPOSED SOUTH R.O.W. LINE OF SAID HUGGINS ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

SOUTH 87 DEG. 39 MIN. 21 SEC. WEST, 421.33 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OFF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 33 DEG. 11 MIN. 49 SEC., AN ARC LENGTH OF 457.72 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 71 DEG. 03 MIN. 27 SEC. WEST, 451.35 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 54 DEG. 27 MIN. 32 SEC. WEST, A DISTANCE OF 17.91 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

SOUTH 10 DEG. 39 MIN. 14 SEC. WEST, A DISTANCE OF 57.79 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.849 ACRES OR 80,539 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53431-1.849, PREPARED BY WINDROSE LAND SERVICES.



ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



10-15-2019
DATE



NORTH

SCALE: 1" = 50'

ACADIANA REAL ESTATE INVESTMENTS, L.L.C.
CALLED 2.843 ACRE TRACT
F.B.C.C.F. NO. 2012002165

P.O.B.
FED 1 1/2" IRON PIPE
N 09°36'07" E, 0.28'
X: 2,951,989.49 (GRID)
Y: 13,814,060.70 (GRID)

SET 5/8" CAPPED IR
"WINDROSE"
N 88°07'59" E 289.25'

0.3357 ACRES
14,621 SQ.FT.

THOMAS R. BLACKBURN
CALLED 9.600 ACRE TRACT
F.B.C.C.F. NO. 2005008112

SET 5/8" CAPPED IR
"WINDROSE"

SET 5/8" CAPPED IR
"WINDROSE"
X: 2,952,034.89 (GRID)
Y: 13,813,980.94 (GRID)

PROPOSED R.O.W.

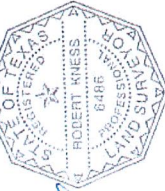
F.M. HIGHWAY 359 / A.K.A. MAIN STREET
80' R.O.W. (Vol. 264, PG. 355; Vol. 264, PG. 325;
Vol. 263, PG. 123; Vol. 264, PG. 310, F.B.C.D.R.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 54°27'32" W	17.31'
L2	N 81°23'08" W	57.42'

CURVE CHART			
CURVE	RADIUS	DELTA	CHORD
C1	890.00'	11°21'48"	176.51'
C2	1,950.08'	3°01'53"	103.17'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS CONDUCTED FOR THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT. THE SURVEYOR'S WORK SHOULD BE CONSIDERED UNDER CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTOR'S CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE CONVEYANCE PURPOSES.
5. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS. COORDINATE VALUES CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.988888935.



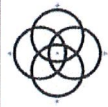
ROBERT KNESS
Professional Land Surveyor
Texas Registration No. 6486

10-15-19
DATE

EXHIBIT OF
0.3357 AC. / 14,621 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

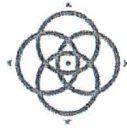
FIELD BY:	DATE:	10-15-19
DRAWN BY:	REV:	
CHECKED BY:	REV:	
JOB NO.	REV:	53431-0-3357
SHEET 1 OF 2	REV:	

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**DESCRIPTION OF
0.3357 ACRES OR 14,621 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.3357 ACRES OR 14,621 SQUARE FEET OF LAND OUT OF A CALLED 9.600 ACRE TRACT OF LAND CONVEYED TO THOMAS R. BLACKBURN, AS RECORDED UNDER FORT BEND COUNTY CLERK FILE (F.B.C.C.F.) NO. 2005008112, 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 COORDINATED ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935:

BEGINNING AT A 1/2 INCH IRON PIPE FOUND, BEARS NORTH 09 DEG. 36 MIN. 07 SEC. EAST, 0.28 FEET, ON THE EAST RIGHT OF WAY (R.O.W.) OF F.M. HIGHWAY 359 / A.K.A. MAIN STREET, 80 FEET WIDE, AS RECORDED UNDER VOL. 264, PG. 325; VOL. 264, PG. 325; VOL. 263, PG. 123; VOL. 264, PG. 310, OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), FOR THE SOUTHWEST CORNER OF A CALLED 2.843 ACRE TRACT CONVEYED TO ACADIANA REAL ESTATE INVESTMENTS, L.L.C. AS RECORDED UNDER F.B.C.C.F. NO. 2013002165 AND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID 9.600 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,951,969.49, Y: 13,814,060.70)

THENCE, NORTH 88 DEG. 07 MIN. 59 SEC. EAST, ALONG THE COMMON LINE OF SAID 9.600 ACRE TRACT AND SAID 2.843 ACRE TRACT, A DISTANCE OF 289.25 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;


THENCE, OVER AND ACROSS SAID 9.600 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 11 DEG. 21 MIN. 48 SEC., AN ARC LENGTH OF 176.51 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60 DEG. 08 MIN. 27 SEC. WEST - 176.22 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET, FOR A POINT OF TANGENCY;

SOUTH 54 DEG. 27 MIN. 32 SEC. WEST, A DISTANCE OF 17.31 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 81 DEG. 23 MIN. 08 SEC. WEST, A DISTANCE OF 57.42 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT ON THE EAST R.O.W. LINE OF SAID F.M. HIGHWAY 359, AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; HAVING GRID COORDINATES OF (X: 2,952,034.89, Y: 13,813,980.94)

THENCE, WITH SAID CURVE TO THE LEFT, ALONG THE EAST R.O.W. LINE OF SAID F.M. HIGHWAY 359, HAVING A RADIUS OF 1,950.08 FEET, A CENTRAL ANGLE OF 03 DEG. 01 MIN. 53 SEC., AN ARC LENGTH OF 103.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 39 DEG. 20 MIN. 52 SEC. WEST - 103.16 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 0.3357 ACRES OR 14,621 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53431-0.3357, PREPARED BY WINDROSE LAND SERVICES.


ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



10-15-2019
DATE



"ACCESS PROPERTY"

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A REPORT OR ABSTRACTORS CERTIFICATE. ANY 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. (NA083)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SUBJECT PROPERTY AS INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.
5. ALL COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NA083) SOUTH CENTRAL ZONE. AS DETERMINED BY GPS MEASUREMENTS. ALL COORDINATES ARE GRID AND CAN BE USED WITHOUT APPLYING A COMBINED SCALE FACTOR OF 0.999689035.

LINE	BEARING	DISTANCE
L1	N 01°18'02" W	37.89'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	890.00'	14°07'22"	219.37'	S 80°35'40" W	218.82'

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

THE CITY OF FULSHEAR
F.B.C.C.F. NO. 2018016599

N 88°22'23" E 419.35'

END 1/2" IP
X: 2,952,786.00 (GRID)
Y: 13,814,295.49 (GRID)

SIGMUND CORNELIUS &
PATRICIA CORNELIUS
F.B.C.C.F. NO. 2013008072

N 01°18'02" W 171.96'

1.417 ACRES
61,743 SQ.FT.

THOMAS R. BLACKBURN
CALLED 9.600 ACRE TRACT
F.B.C.C.F. NO. 2005008112

S 87°39'21" W 203.97'

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

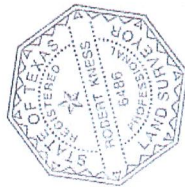
PROPOSED R.O.W.
EXISTING R.O.W.

P.O.B.
SET 5/8" CAPPED IR
"WINDROSE"
#1535, #4035
X: 2,952,370.77 (GRID)
Y: 13,814,111.69 (GRID)

P.O.C.
END 1/2" IP
X: 2,952,371.63 (GRID)
Y: 13,814,203.91 (GRID)

60' DEDICATED FOR HUGGINS ROAD
PLAT NO. 20130170, F.B.C.P.R.

PROPOSED R.O.W.



Robert Kness

ROBERT KNESS
Registered Professional Land Surveyor
Texas Registration No. 6486

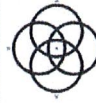
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SHEET 1 OF 2		

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EXHIBIT OF
1.417 AC. / 61,743 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
HARRIS COUNTY, TEXAS

10-15-19

DATE



WINDROSE
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LAND SURVEYING | PLATTING

**DESCRIPTION OF
1.417 ACRES OR 61,743 SQ. FT.**

A TRACT OR PARCEL CONTAINING 1.417 ACRES OR 61,743 SQUARE FEET OF LAND OUT OF A CALLED 9.600 ACRE TRACT OF LAND CONVEYED TO THOMAS R. BLACKBURN, AS RECORDED UNDER FORT BEND COUNTY CLERK FILE (F.B.C.C.F.) NO. 2005008112, 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 COORDINATED ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935:

COMMENCING AT A 1 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF A CALLED 2.843 ACRE TRACT CONVEYED TO ACADIANA REAL ESTATE INVESTMENTS, L.L.C. AS RECORDED UNDER F.B.C.C.F. NO. 2013002165 AND FOR AN INTERIOR CORNER OF SAID 9.600 ACRE TRACT; HAVING GRID COORDINATES OF (X: 2,952,371.63, Y: 13,814,073.81)

THENCE, NORTH 01 DEG. 18 MIN. 02 SEC. WEST, ALONG THE COMMON LINE OF SAID 2.843 ACRE TRACT AND SAID 9.600 ACRE TRACT, A DISTANCE OF 37.89 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: 2,952,370.77, Y: 13,814,111.69)

THENCE, NORTH 01 DEG. 18 MIN. 02 SEC. WEST, CONTINUING ALONG THE COMMON LINE OF SAID 2.843 ACRE TRACT AND SAID 9.600 ACRE TRACT, A DISTANCE OF 171.96 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "#1535, #4035" FOUND FOR AN ANGLE POINT OF SAID 2.843 ACRE TRACT, FOR THE SOUTHWEST CORNER OF RESERVE "B", FINAL PLAT CORNELIUS SUBDIVISION, AS RECORDED UNDER PLAT NO. 20130170, OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO THE CITY OF FULSHEAR, AS RECORDED UNDER F.B.C.C.F. NO. 2016016599 AND FOR A NORTHWEST CORNER OF SAID 9.600 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,952,366.87, Y: 13,814,283.58)

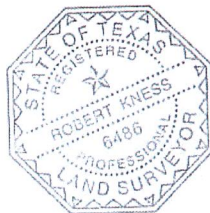
THENCE, NORTH 88 DEG. 22 MIN. 23 SEC. EAST, ALONG THE COMMON LINE OF SAID RESERVE "B" AND SAID 9.600 ACRE TRACT, A DISTANCE OF 419.35 FEET, TO A 1/2 INCH IRON PIPE FOUND ON THE WEST LINE OF RESERVE "A", OF SAID FINAL PLAT CORNELIUS SUBDIVISION, THE SOUTHEAST CORNER OF SAID RESERVE "B" AND A NORTHEAST CORNER OF SAID 9.600 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,952,786.00, Y: 13,814,295.49)

THENCE, SOUTH 01 DEG. 48 MIN. 18 SEC. EAST, ALONG THE COMMON LINE OF SAID RESERVE "A" AND SAID 9.600 ACRE TRACT, A DISTANCE OF 139.79 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 39 MIN. 21 SEC. WEST, OVER AND ACROSS SAID 9.600 ACRE TRACT, A DISTANCE OF 203.97 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, WITH SAID CURVE TO THE LEFT, CONTINUING OVER AND ACROSS SAID 9.600 ACRE TRACT, HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 14 DEG. 07 MIN. 22 SEC., AN ARC LENGTH OF 219.37 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEG. 35 MIN. 40 SEC. WEST - 218.82 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 1.417 ACRES OR 61,743 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53431-1.417, PREPARED BY WINDROSE LAND SERVICES.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

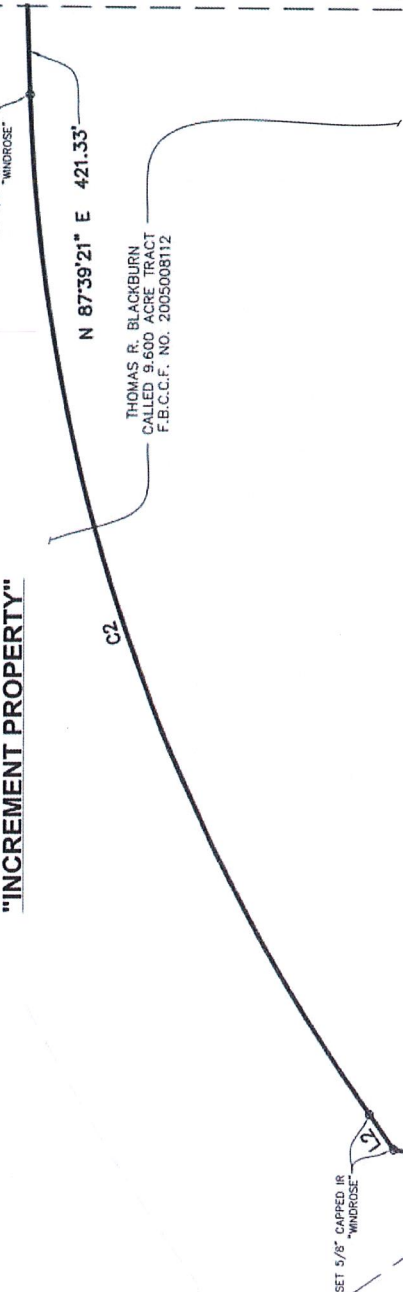


10-15-2019
DATE

Exhibit C

Depiction of the Increment Property & Preliminary Site Plan

"INCREMENT PROPERTY"



GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A PREVIOUS SURVEY. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND ALL CONDITIONS AND RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTOR'S CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS EXHIBIT 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 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. COORDINATES DETERMINED BY GPS MEASUREMENTS IN THE FIELD HAVE BEEN CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935.

SEE SHEET 2

**5.999 ACRES
261,302 SQ.FT.**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°39'14" E	57.79'
L2	N 54°27'32" E	17.91'

CURVE CHART			
CURVE	RADIUS	DELTA	LENGTH
C1	1,950.06'	5°20'50"	161.99'
C2	790.00'	33°11'49"	457.72'

S 82°48'33" W 822.61'

PRIDE OF AUSTIN HIGH YIELD FUND I, LLC.
CALLED 0.7041 ACRES
F.B.C.C.F. NO. 2014010585

FULSHEAR PROFESSIONAL PARK
RESTRICTED RESERVE "A"
PLAT NO. 20090068, F.B.C.P.R.

P.O.B.
FND CAPPED 5/8" IR
"WINDROSE"
X: 2,952,226.19 (GRID)
Y: 13,013,676.10 (GRID)

PRIDE OF AUSTIN HIGH YIELD FUND I, LLC.
CALLED 0.7040 ACRES
F.B.C.C.F. NO. 2014010584

F.M. HIGHWAY 359 / A.K.A. MAIN STREET
80' R.O.W. (VOL. 264, PG. 355; VOL. 264, PG. 325;
VOL. 263, PG. 123; VOL. 264, PG. 310, F.B.C.D.R.)

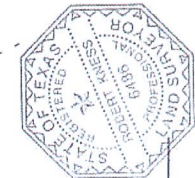
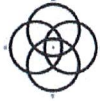


EXHIBIT OF
5.999 AC. / 261,302 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS

10-15-19
DATE

FILED BY:	DATE:	10-15-19
DRAWN BY:	REV:	
CHECKED BY:	REV:	
JOB NO.:	REV:	53431-5-989
SHEET 1 OF 3	REV:	

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FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

ROBERT KNESS
Registered Professional Land Surveyor
Texas Registration No. 6486



NORTH
SCALE: T - 50'

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 RESTRICTIONS OR ABSTRACTORS CERTIFICATE 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 EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE INSTRUMENT. IT IS 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 THE BEARINGS AND DISTANCES. ALL COORDINATES ARE GRID AND CAN BE CONVERSION TO UTM COORDINATES BY APPLYING A COMBINED SCALE FACTOR OF 0.999888035.

PROPOSED R.O.W.
SET 5/8' CAPPED IR
"WINDROSE"

THOMAS R. BLACKBURN
CALLED 9.600 ACRE TRACT
F.B.C.C.F. NO. 2005008112

N 87°39'21" E 421.33'

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

S 06°42'23" E 287.71'

SYMS STREET
60' R.O.W.
(VOL. U, PG. 180, F.B.C.M.R.)

PTG. 1/27" IR
X: 2,953,210.16 (GRID)
Y: 13,813,866.74 (GRID)

TOWN OF FULSHEAR
VOL. U, PG. 180, F.B.C.M.R.
BLOCK 28

K.G. McCANN
VOL. 351, PG. 16, F.B.C.D.R.

WILSON STREET
60' R.O.W.
(F.B.C.R. NO. 200900668)

PRIDE OF AUSTIN HIGH
YIELD FUND I, L.L.C.
CALLED 0.7041 ACRES
F.B.C.C.F. NO. 2014010585

**5.999 ACRES
261,302 SQ.FT.**

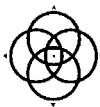
SEE SHEET 1

LINE	BEARING	DISTANCE
L1	N 10°39'14" E	57.79'
L2	N 54°27'32" E	17.91'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1,950.00'	5°20'50"	181.99'	N 29°52'05" W	181.83'
C2	790.00'	33°11'49"	457.72'	N 71°03'27" E	451.35'

FIELD BY:	DATE:	10-15-19
DRAWN BY:	REV:	
CHECKED BY:	REV:	
JOB NO.	REV:	53431-5 899
SHEET 2 OF 3	REV:	

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LAND SURVEYING & PLATTING

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FROM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

EXHIBIT OF
5.999 AC. / 261,302 SQ. FT.
SITUATED IN THE
C. FULSHEAR SURVEY, A-29
FORT BEND COUNTY, TEXAS



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 5.999 ACRES OR 261,302 SQ. FT.

A TRACT OR PARCEL CONTAINING 5.999 ACRES OR 261,302 SQUARE FEET OF LAND OUT OF A CALLED 9.600 ACRE TRACT OF LAND CONVEYED TO THOMAS R. BLACKBURN, AS RECORDED UNDER FORT BEND COUNTY CLERK FILE (F.B.C.C.F.) NO. 2005008112, 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 COORDINATED ARE GRID AND CAN BE CONVERTED TO SURFACE BY APPLYING A COMBINED SCALE FACTOR OF 0.999880935:

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "KALKOMEY" FOUND ON THE EAST RIGHT OF WAY (R.O.W.) OF F.M. HIGHWAY 359 / A.K.A. MAIN STREET, 80 FEET WIDE, AS RECORDED UNDER VOL. 264, PG. 325; VOL. 264, PG. 325; VOL. 263, PG. 123; VOL. 264, PG. 310, OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.) FOR THE NORTHWEST CORNER OF RESTRICTED RESERVE "A" OF FULSHEAR PROFESSIONAL PARK, MAP OR PLAT THEREOF RECORDED UNDER FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.) NO. 20090068, AND THE SOUTHWEST CORNER OF SAID 9.600 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,952,229.19, Y: 13,813,676.10)

THENCE, ALONG THE EAST R.O.W. OF SAID F.M. HIGHWAY 359, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1,950.08, A CENTRAL ANGLE OF 05 DEG. 20 MIN. 5 SEC., AN ARC LENGTH OF 181.99 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEG. 52 MIN. 05 SEC. WEST - 181.93 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,952,165.28, Y: 13,813,790.06)

THENCE, OVER AND ACROSS SAID 9.600 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

NORTH 10 DEG. 39 MIN. 14 SEC. EAST, A DISTANCE OF 57.79 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

NORTH 54 DEG. 27 MIN. 32 SEC. EAST, A DISTANCE OF 17.91 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

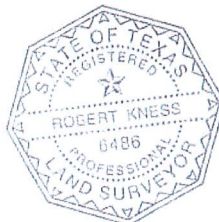
WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 33 DEG. 11 MIN. 49 SEC., AN ARC LENGTH OF 457.72 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 71 DEG. 03 MIN. 27 SEC. EAST - 451.35 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 87 DEG. 39 MIN. 21 SEC. EAST, A DISTANCE OF 421.33 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF A CALLED 2 ACRES TRACT CONVEYED TO MICHAEL T. MCCANN, AS RECORDED UNDER VOL. 409, PG. 83, F.B.C.D.R. AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

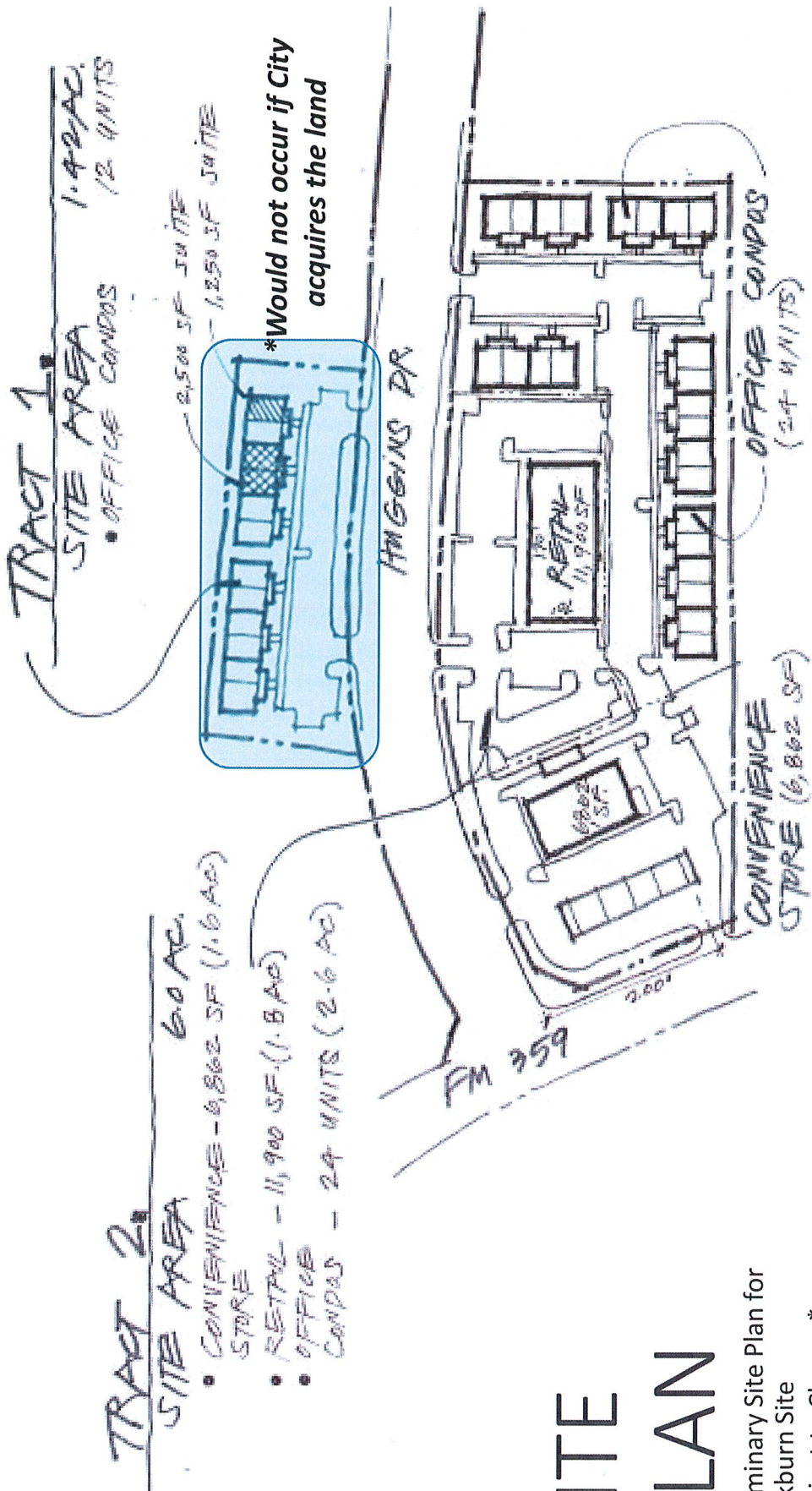
THENCE, SOUTH 06 DEG. 42 MIN. 23 SEC. EAST, ALONG THE WEST LINE OF SAID 2 ACRE TRACT, A DISTANCE OF 287.71 FEET, TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 2 ACRE TRACT, THE NORTHEAST CORNER OF BLOCK 28, TOWN OF FULSHEAR, AS RECORDED IN VOL. U, PG. 180 OF THE FORT BEND COUNTY MAP RECORDS (F.B.C.M.R.), THE NORTHWEST CORNER OF SYMS STREET (60' R.O.W.) AS RECORDED IN VOL. U, PG. 180 F.B.C.M.R. AND THE SOUTHEAST CORNER OF SAID 9.600 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT; HAVING GRID COORDINATES OF (X: 2,953,210.16, Y: 13,813,866.74)

THENCE, SOUTH 82 DEG. 48 MIN. 33 SEC. WEST, ALONG THE NORTH LINE OF SAID BLOCK 28, THE NORTH LINE OF WILSON STREET (60' R.O.W.) AS RECORDED IN F.B.C.P.R. NO. 20090068, AND THE NORTH LINE OF SAID RESTRICTED RESERVE "A", A DISTANCE OF 822.61 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 5.999 ACRES OR 261,302 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 53431-5,999, PREPARED BY WINDROSE LAND SERVICES.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



10-15-2019
DATE



SITE PLAN

Preliminary Site Plan for
 Blackburn Site
 Subject to Change