

THE STATE OF TEXAS           §  
   §  
   §  
 COUNTY OF FORT BEND       §

**DEVELOPMENT AGREEMENT**  
 (BEECHNUT ROAD – PEEK ROAD TO SKINNER LANE)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into by and between Fort Bend County, Texas (hereinafter referred to as “the County”), a body politic acting herein by and through its Commissioners’ Court and 3535 Wilcrest Ltd, a Texas limited partnership (hereinafter referred to as “3535 Wilcrest”).

WHEREAS, Beechnut Road (“Beechnut”) is a public road maintained by the County that, a portion of which, is located near land owned by 3535 Wilcrest (the “3535 Wilcrest Property”); and

WHEREAS, with regard to the 3535 Wilcrest Property, 3535 Wilcrest is the successor in title; and

WHEREAS, County has now proposed to complete the construction of the Subject Beechnut Segment and a Roundabout at the intersection of Peek Road and Beechnut (the “Project”) in conjunction with the Beechnut Rehab Project No. 13401 under the Fort Bend County 2013 Mobility Bond Program extend from Peek Road east approximately 9,600 linear feet to the Fort Bend Independent School District property; and

WHEREAS, 3535 Wilcrest proposes to develop the 3535 Wilcrest Property, as the successor in title; and

WHEREAS, County and 3535 Wilcrest agree that 3535 Wilcrest Property will substantially benefit from the construction of the Project; and

WHEREAS, County and 3535 Wilcrest, as the successor in title, agree to jointly participate in the construction of the Project under the terms agreed to herein; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to County and its citizens to participate in the construction of the Project, as provided herein; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, County and 3535 Wilcrest agree as follows:

1.     Description of Project. The Project consists of the construction of Beechnut Road, being a 41’ two-lane roadway, from Peek Road to Skinner Lane and a Roundabout for the

intersection of Peek Road and Beechnut Road, as described on Exhibit A attached hereto and incorporated herein for all purposes.

2. County's Obligations. In exchange for a contribution to the costs to complete the construction of the Project and the dedication of right of way by proposed plat as shown on Exhibit B attached hereto and incorporated herein for all purposes, County agrees to perform the following:

(a) Complete the construction of the Project in accordance with County design and construction standards when, in its sole discretion, County determines that the construction of such Project is needed; and

(b) Abandon a 0.0118 acre and a 0.0355 acre portion of land as described on the Resolution and Order to Abandon a Portion of Canal Road (with such portion to be renamed Beechnut Street) attached as Exhibit C hereto and incorporated herein for all purposes.

(c) Present the proposed plat represented by Exhibit B for consideration by the County's Commissioners Court for approval.

3. 3535 Wilcrest's Total Contribution. 3535 Wilcrest hereby agrees to perform the following:

(a) Reimburse or cause reimbursement to the County for Project costs for a total amount of **\$956,972.00**, as its Total Contribution, which is the remaining amount from the following:

- i. Total Estimated Cost of \$1,095,972.00 for costs as described on Exhibit D attached hereto and incorporated herein for all purposes; **LESS**
- ii. \$139,000.00 by promissory note from Peek/Beechnut, LLC, payable to County in equal annual installments with interest calculated at two percent (2%) annual interest rate, compounded monthly on any amounts owed, which is the same effective rate paid by the County for the Project funds, by the expiration of five (5) years from the effective date of this Agreement.
- iii. The County agrees to cause the bids for the Project to be isolated from, but included in the bids for the Beechnut Rehab Project No. 13401. The contribution of 3535 Wilcrest is limited to the lesser of the Total Contribution described above and the actual cost of construction.

(b) 3535 Wilcrest's Total Contribution shall be payable to County upon completion of the Project and acceptance into County's road maintenance system in equal annual installments with interest calculated at two percent (2%) annual interest rate, compounded monthly on any amounts owed, beginning upon such acceptance of the Project. 3535 Wilcrest shall make its final annual installment prior to the expiration of five (5) years from County's acceptance of the Project into County's road maintenance system, subject to Section 3(c)(iv) below.

(c) 3535 Wilcrest's Total Contribution in accordance with 3(a) and (b) above, may be made available to County, from any revenue collected under an agreement pursuant to Subchapter D of Chapter 431, Texas Transportation Code, and Chapter 394, Vernon's Texas Codes Annotated, Texas Local Government Code (the "Local Government Code") to be executed among 3535 Wilcrest, Fort Bend County Municipal Utility District No. 50 ("MUD 50") and the County (the "Transportation Agreement").

- i. 3535 Wilcrest shall diligently pursue finalization and execution of the 381 Agreement within twelve (12) months of final execution of this Agreement.
- ii. Should 3535 Wilcrest, MUD 50 and the County fail to agree to terms and execute the Transportation Agreement within such time prescribed, 3535 Wilcrest shall remain obligated to pay its Total Obligation in accordance with Section 3(b) above.
- iii. Under the Transportation Agreement, County shall have the option, within its sole discretion, to elect to receive reimbursement, prior to any other party, for any amounts spent on the Project, including but not limited to any amount in excess of 3535 Wilcrest's Total Contribution.
- iv. Based on the revenue collected and available under the Transportation Agreement, the County may extend the period in which the final installment payment of 3535 Wilcrest's Total Contribution is due to the County.

(d) 3535 Wilcrest shall re-plat its Restricted Reserves "B" and "C" of the Parkway Beechnut West subdivision to include the 0.0118 acre and 0.0355 acre portions of land, respectively, to be abandoned by County pursuant to Section 2 (b) above within the expiration of one (1) year of abandonment by County.

(e) As 3535 Wilcrest's Total Contribution is stated herein, 3535 Wilcrest will not be required to construct or fund Peek Road from Beechnut to the south plat line of the 3535 Wilcrest Property.

4. Disclaimer/Waiver of Damages/Liability.

(a) 3535 Wilcrest acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Project, in whole or in part.

(b) 3535 Wilcrest acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the 3535 Wilcrest and/or 3535 Wilcrest Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete the construction of the Project by any certain date and/or as set forth in this Agreement.

(c) 3535 Wilcrest hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), or otherwise, it/they may have with regard to the construction and/or completion of the Project and/or any other act and/or omission relating, directly or indirectly, to the Project, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, solely and directly, the negligence or willful misconduct of County or its authorized officers, agents, representatives or employees

**5. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/3535 WILCREST'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

**(a) 3535 WILCREST ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY 3535 WILCREST TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:**

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.**

**(b) 3535 WILCREST RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**(c) 3535 WILCREST WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Project only. Further, this Agreement does not waive or limit any of the obligations of 3535 Wilcrest to County under any other order whether now existing or in the future arising.

7. Default. In the event 3535 Wilcrest fails to comply with any of the provisions of this Agreement within sixty (60) business days after 3535 Wilcrest's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

(a) to file this instrument in the Real Property Records of Fort Bend County as a lien and/or encumbrance against 3535 Wilcrest and/or the 3535 Wilcrest Property; and/or

(b) to refuse to accept any portion of any public improvements on the 3535 Wilcrest Property and/or associated with the development of the 3535 Wilcrest Property; and/or

(c) to refuse to finally accept the 3535 Wilcrest Property and/or any portion thereof; and/or

(d) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, 3535 Wilcrest will be entitled to seek any remedy available to them at law or in equity.

8. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering  
Attention: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to:

Fort Bend County  
Attention: County Judge  
401 Jackson Street  
Richmond, Texas 77469

If to 3535 Wilcrest, to:

3535 Wilcrest, Ltd.  
Attention: Robert B. Ferguson, Sr.  
21711 FM 1093  
Richmond, Texas 77407

(b) Assignment. This Agreement is not assignable by 3535 Wilcrest without the prior written consent of County, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is

to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the 3535 Wilcrest and/or its authorized representatives.

(p) 3535 Wilcrest's Warranties/Representations. All warranties, representations and covenants made by 3535 Wilcrest in this Agreement or in any certificate or other instrument delivered by 3535 Wilcrest to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 4 and 5 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

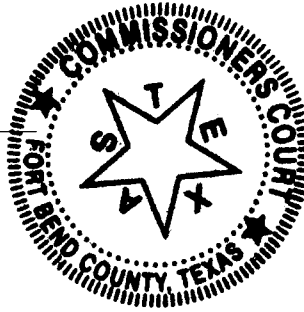
FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

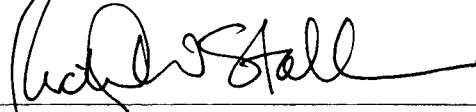
9-27-16  
Date

Attest:

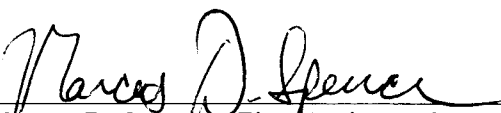
  
\_\_\_\_\_  
Laura Richard, County Clerk



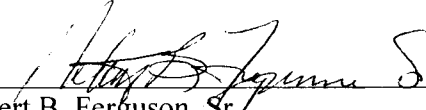
Approved:

  
\_\_\_\_\_  
Richard W. Stolleis, P.E., County Engineer

Approved as to legal form:

  
\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

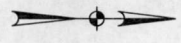
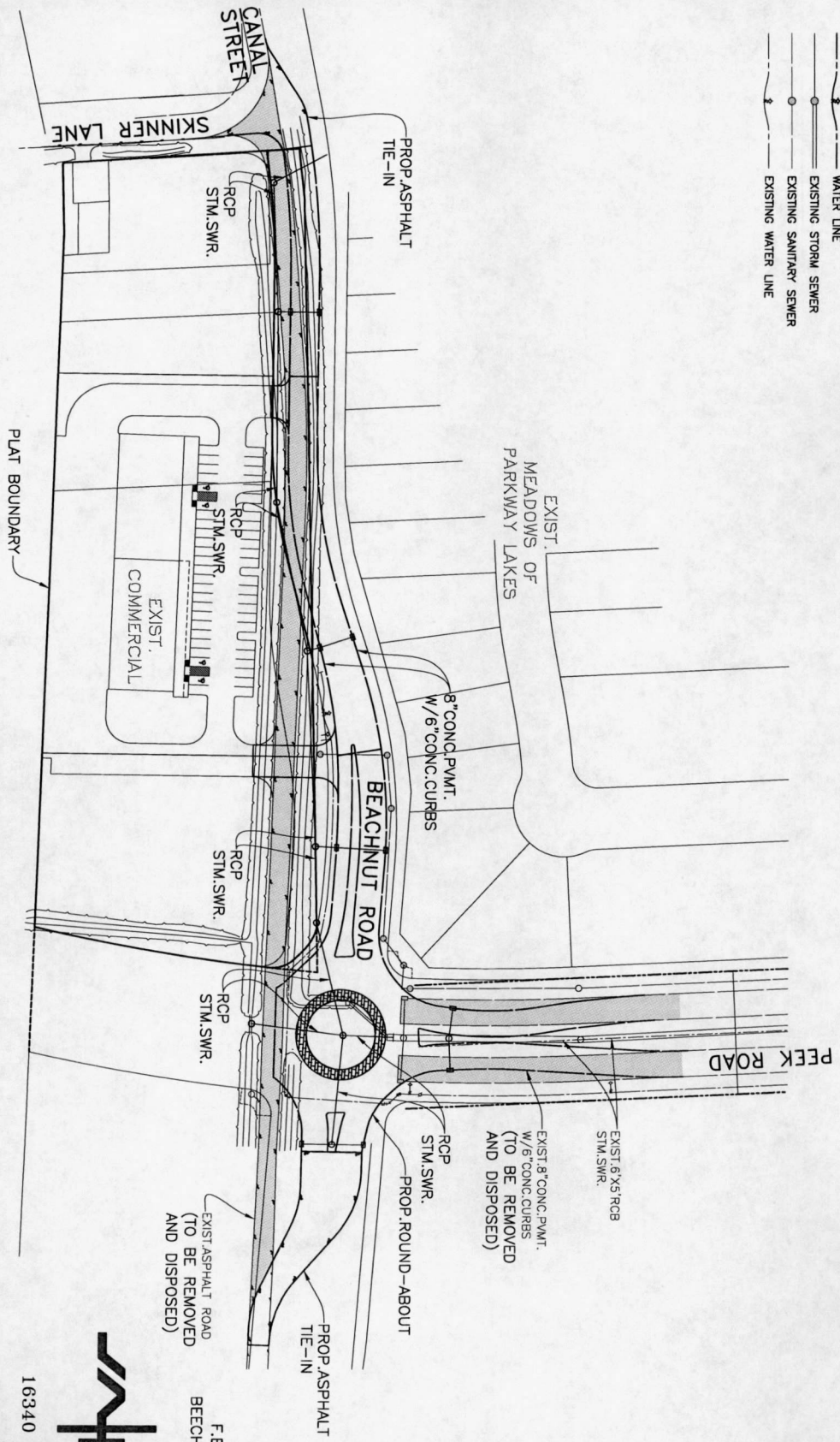
3535 Wilcrest, Ltd.,  
a Texas limited partnership

  
By: Robert B. Ferguson, Sr.

Date: 9/22/2016

# EXHIBIT A

SYMBOL	DESCRIPTION
	STORM SEWER
	SANITARY SEWER
	WATER LINE
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER LINE



F.B.C.M.U.D.NO.50  
 BEECHNUT REALIGNMENT

**r.g.miller**  
**engineers**

16340 Park Ten Place  
 Suite 350  
 Houston, Texas 77084  
 (713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487  
 DATE:08/05/16 SCALE:1"=100'

# EXHIBIT B





# EXHIBIT C

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**RESOLUTION AND ORDER TO ABANDON A PORTION OF CANAL ROAD (SUCH PORTION TO BE RENAMED BEECHNUT STREET) AT THE FOLLOWING LOCATION:**

**AN APPROXIMATELY 0.0118 ACRE, TOGETHER WITH AN APPROXIMATELY 0.0355 ACRE PORTION OF CANAL ROAD (TO BE RENAMED BEECHNUT STREET) IN FORT BEND COUNTY, TEXAS AS DESCRIBED AND DEPICTED IN THE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.**

WHEREAS, Canal Road (a portion of which is to be renamed Beechnut Street) was dedicated for use by the public by plat recorded under instrument no. 20070082 on April 24, 2007 and subsequently accepted by Fort Bend County; and,

WHEREAS, plans for a realignment of portions of Canal Road (to be renamed Beechnut Street) have been developed and the abandonment of the above referenced portions are being done in conjunction with the dedication of a 0.014 acre parcel and a 0.353 acre parcel of land as a part of such realignment as depicted in the Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the portions of Canal Road (to be renamed Beechnut Street) to be abandoned is no longer needed due to the realignment, Fort Bend County desires to abandon same.

THEREFORE, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at a regular meeting of the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, duly put and carried, by unanimous vote, Commissioners Court adopts the resolution and orders to abandon a portion of Canal Road (to be renamed Beechnut Street) in Fort Bend County, Texas, as shown on the field notes and exhibit attached hereto as Exhibit A.

As the owner of the property that abuts the portion of the road being abandoned, title shall be vested in the name of the following property owners to the respective portions as a property owner who receives a conveyance under § 251.058, Texas Transportation Code:

- 0.0118 acre portion – Peek/Beechnut, LLC
- 0.0353 acre portion – 3535 Wilcrest, Ltd.

The dimensions of the property conveyed and referenced herein are described in Exhibit A, incorporated herein for all purposes. The County Clerk is ordered to index into the Official Public Records of Fort Bend County in a manner that describes (a), the county conveying the property as grantor and (b), the property owner receiving the conveyance as grantee, all as provided for by § 251.058(b).

After due consideration, the Court finds that the above described road has been replaced and the County's needs and that of the public interest would be better served if such above described road is abandoned and closed.

IT IS ORDERED that a portion of Canal Road (to be renamed Beechnut Street) be abandoned as a county road as shown on the field notes and exhibit attached hereto as Exhibit A and the same is hereby abandoned as a county road pursuant to Texas Transportation Code § 251.058b and § 251.051 and that this Order be hereby filed in the Official Public Records of Fort Bend County, Texas forthwith.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Fort Bend County**

By: \_\_\_\_\_  
Robert E. Hebert, County Judge

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

# EXHIBIT A

(Resolution and Order)

County: Fort Bend  
Project: Parkway Beechnut West  
M.S.G. No.: 151411-R2  
Job Number: 1053-PL

**FIELD NOTES FOR 0.0118 ACRES**

Being a tract of land containing 0.0118 acres (515 square feet), located in the William Stanley Survey, Abstract 599, in Fort Bend County, Texas; Said 0.0118 acre tract being out of Beechnut Street (F.K.A. Canal Road) (R.O.W. varies per Plat No. 20070082, Fort Bend County Plat Records (F.B.C.P.R.)) Said 0.0118 acre tract being more particularly described by metes and bounds as follows, (Bearings are based on Texas State Plane Coordinate System, South Central Zone, NAD 83, per GPS observations):

**COMMENCING** at 5/8-inch iron rod found for the northeast corner of a called 4.5239 acre tract recorded in the name of 3535 Wilcrest, Ltd., in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2016020806, for the southwest intersection of the south right-of-way (R.O.W.) line of said Beechnut Street, and the west R.O.W. line of Peek Road (One hundred twenty feet wide per Plat No. 20070063 of the F.B.C.P.R.), from which a 5/8-inch iron rod found at the southeast corner of said 4.5239 acre tract, on the north line of a called 166.5718 acre tract recorded in the name of William Bruce Harrison and Harrisburg Equitable Management LLC, in F.B.C.C.F. No. 2015004527, bears a chord direction of South 09 degrees 08 minutes 02 seconds West, a distance of 278.88 feet;

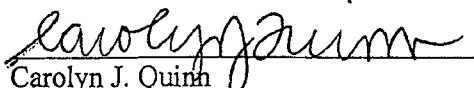
Thence, with the southerly R.O.W. line of said Beechnut Street, the following two (2) courses:

1. South 88 degrees 53 minutes 59 seconds West, a distance of 206.35 feet to a 5/8-inch iron rod with Miller Survey Group (M.S.G.) cap found at the northeast corner of a called 2.000 acre tract recorded in the name of F.B.C.C.F. No. 2016025861, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;
2. South 88 degrees 53 minutes 59 seconds West, a distance of 75.46 feet to a 5/8-inch iron rod with M.S.G. cap found at the northwest corner of a said 2.000 acre, for the southwest corner of the herein described tract, for the beginning of a non-tangent curve to the right;

Thence, through and across said Beechnut Street the following two (2) courses:

1. 76.81 feet along the arc of said curve to the right, having a radius of 500.00 feet, a central angle of 08 degrees 48 minutes 07 seconds, and a chord that bears North 80 degrees 09 minutes 52 seconds East, a distance of 76.74 feet to an angle point for the most northerly corner of the herein described tract;
2. South 00 degrees 47 minutes 51 seconds West, a distance of 11.66 feet to the **POINT OF BEGINNING** and containing 0.0118 acres of land.

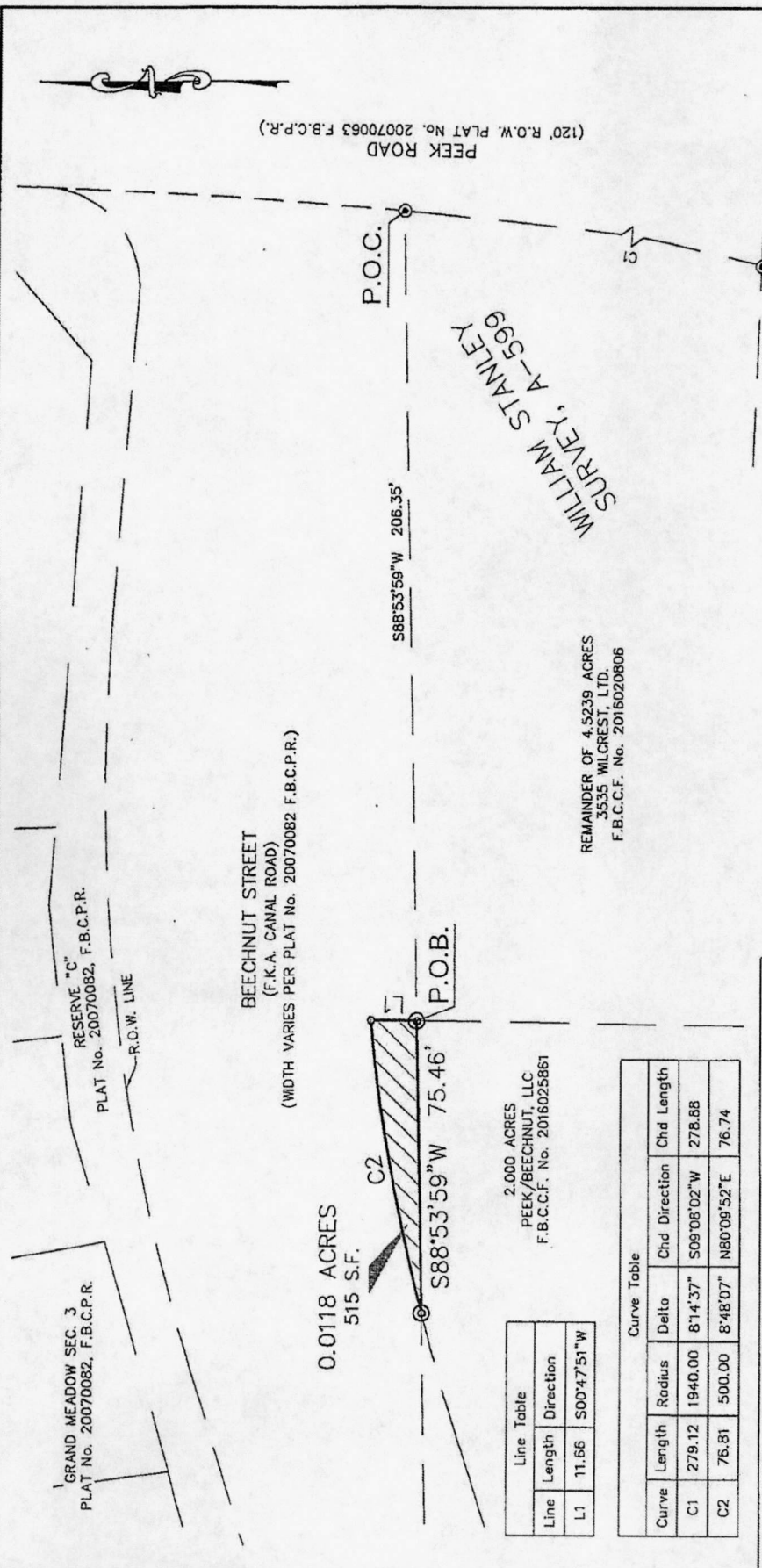
An Exhibit of the herein described tract has been prepared by Miller Survey Group and accompanies this description.



Carolyn J. Quinn  
Registered Professional Land Surveyor  
Texas Registration No. 6033



Miller Survey Group  
Texas Firm Registration No. 10047100  
PH: (713) 413-1900  
Job No.: 1053  
December 1, 2015  
Revised: March 22, 2016  
Revised: May 24, 2016



Line Table

Line	Length	Direction
L1	11.56	S00°47'51"W

Curve Table

Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	279.12	1940.00	8°14'37"	S09°08'02"W	278.88
C2	76.81	500.00	8°48'07"	N80°09'52"E	76.74

REVISED: 5/24/16 CHANGE CANAL ROAD TO BEECHNUT STREET  
REVISED: 3/21/16 UPDATE BOUNDARY

**EXHIBIT**

BEING A 0.0118 ACRE TRACT LOCATED IN THE WILLIAM STANLEY SURVEY, A-599 IN FORT BEND COUNTY, TEXAS

**MILLER SURVEY GROUP**  
www.millersurvey.com  
1760 WEST SAM HOUSTON PARKWAY NORTH \* HOUSTON, TEXAS 77043  
PHONE 713-413-1900 \* FAX 713-413-1944  
TEXAS FIRM REGISTRATION NO. 10097100

JOB NO.: 1053  
SCALE: 1" = 40'  
DATE: 12/01/15  
DRAWN BY: DRR  
CHK. BY: DRR  
FIELD BOOK: N/A  
M&B No.: 151411

**LEGEND**

H.C.C.F. = HARRIS COUNTY CLERK'S FILE  
H.C.M.R. = HARRIS COUNTY MAP RECORDS  
F.C. = FILM CODE  
FND = FOUND  
No. = NUMBER  
IR = IRON ROD  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
R.O.W. = RIGHT-OF-WAY  
S.F. = SQUARE FEET  
PG. = PAGE  
VOL. = VOLUME  
⊙ = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)  
● = ANGLE POINT

- NOTES:**
- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
  - A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

County: Fort Bend  
Project: Parkway Beechnut West  
M.S.G. No.: 151412-R2  
Job Number: 1053-PL

**FIELD NOTES FOR 0.0355 ACRES**

Being a tract of land containing 0.0355 acres (1,548 square feet), located in the William Stanley Survey, Abstract 599, in Fort Bend County, Texas; Said 0.0355 acre tract being out of Beechnut Street (F.K.A. Canal Road) (R.O.W. varies per Plat No. 20070082, Fort Bend County Plat Records (F.B.C.P.R.)) Said 0.0355 acre tract being more particularly described by metes and bounds as follows, (Bearings are based on Texas State Plane Coordinate System, South Central Zone, NAD 83, per GPS observations):

**COMMENCING** at 5/8-inch iron rod found for the northeast corner of a called .5239 acre tract recorded in the name of 3535 Wilcrest, Ltd., in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2016020806, for the southwest intersection of the south right-of-way (R.O.W.) line of said Beechnut Street, and the west R.O.W. line of Peek Road (One hundred twenty feet wide per Plat No. 20070063 of the F.B.C.P.R.), from which a 5/8-inch iron rod found at the southeast corner of said 4.5239 acre tract, on the north line of a called 166.5718 acre tract recorded in the name of William Bruce Harrison and Harrisburg Equitable Management LLC, in F.B.C.C.F. No. 2015004527, bears a chord direction of South 09 degrees 08 minutes 02 seconds West, a distance of 278.88 feet;

Thence, with the southerly R.O.W. line of said Beechnut Street, the following two (2) courses:

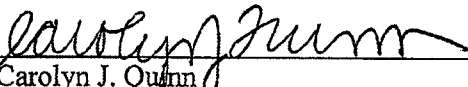
1. South 88 degrees 53 minutes 59 seconds West, a distance of 42.98 feet to the southeast corner and **POINT OF BEGINNING** of the herein described tract;
2. South 88 degrees 53 minutes 59 seconds West, a distance of 163.37 feet to a 5/8-inch iron rod with Miller Survey Group cap found at the northeast corner of a called 2.000 acre tract recorded in the name of F.B.C.C.F. No. 2016025861, for the southwest corner of the herein described tract, for the beginning of a non-tangent curve to the right;

Thence, through and across said Beechnut Street the following five (5) courses:

1. North 00 degrees 47 minutes 51 seconds East, a distance of 11.66 feet to a point for the northwest corner of the herein described tract, at the beginning of a non-tangent curve to the right;
2. 94.08 feet along the arc of said curve to the right, having a radius of 500.00 feet, a central angle of 10 degrees 46 minutes 51 seconds, and a chord that bears North 89 degrees 57 minutes 21 seconds East, a distance of 93.94 feet to a point of tangency;

3. South 84 degrees 39 minutes 14 seconds East, a distance of 34.81 feet to a point for the beginning of a curve to the right;
4. 29.79 feet along the arc of said curve to the right, having a radius of 320.00 feet, a central angle of 05 degrees 20 minutes 02 seconds, and a chord that bears South 81 degrees 59 minutes 13 seconds East, a distance of 29.78 feet to a point for the beginning of a curve to the right;
5. 5.24 feet along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 06 degrees 00 minutes 01 seconds, and a chord that bears South 76 degrees 44 minutes 34 seconds East, a distance of 5.24 feet to the **POINT OF BEGINNING** and containing 0.0355 acres of land.

An Exhibit of the herein described tract has been prepared by Miller Survey Group and accompanies this description.

  
\_\_\_\_\_  
Carolyn J. Quinn  
Registered Professional Land Surveyor  
Texas Registration No. 6033



Miller Survey Group  
Texas Firm Registration No. 10047100  
PH: (713) 413-1900  
Job No.: 1053  
December 1, 2015  
Revised: March 22, 2016  
Revised: May 24, 2016

GRAND MEADOW SEC. 3  
PLAT No. 20070082, F.B.C.P.R.

RESERVE "C"  
PLAT No. 20070082, F.B.C.P.R.

R.O.W. LINE

BEECHNUT STREET  
(F.K.A. CANAL ROAD)  
(WIDTH VARIES PER PLAT No. 20070082 F.B.C.P.R.)

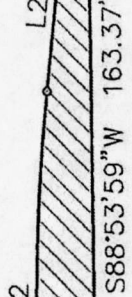
WILLIAM STANLEY  
SURVEY, A-599

0.0355 ACRES  
1,548 S.F.

Line Table	
Line	Direction
L1	N00°47'51"E
L2	S84°39'14"E

2.000 ACRES  
PEEK/BEECHNUT, LLC  
F.B.C.C.F. No. 2016025861

Curve Table			
Curve	Length	Radius	Delta
C1	279.12	1940.00	81°4'37"
C2	94.08	500.00	10°46'51"
C3	29.79	320.00	5°20'02"
C4	5.24	50.01	6°00'01"

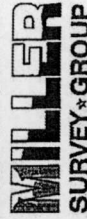


REMAINDER OF 4.5239 ACRES  
3535 WILCREST, LTD.  
F.B.C.C.F. No. 2016020806

REVISED: 5/24/16 CHANGE CANAL ROAD TO BEECHNUT STREET  
REVISED: 3/21/16 UPDATE BOUNDARY

EXHIBIT

BEING A 0.0355 ACRE TRACT LOCATED IN  
THE WILLIAM STANLEY SURVEY, A-599 IN  
FORT BEND COUNTY, TEXAS



1760 WEST SAM HOUSTON PARKWAY NORTH • HOUSTON, TEXAS 77043  
PHONE 713-413-1900 • FAX 713-413-1944  
TEXAS FIRM REGISTRATION NO. 1604780

JOB NO.: 1053  
SCALE: 1" = 40'  
DATE: 12/01/15  
DRAWN BY: DRR  
CHK. BY: DRR  
FIELD BOOK: N/A  
M&B No.: 151412

LEGEND

- H.C.C.F. = HARRIS COUNTY CLERK'S FILE
- H.C.M.R. = HARRIS COUNTY MAP RECORDS
- F.C. = FILM CODE
- FND = FOUND
- No. = NUMBER
- IR = IRON ROD
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- PG. = PAGE
- VOL. = VOLUME
- ⊙ = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- = ANGLE POINT

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE PER GPS OBSERVATIONS.
2. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

WILLIAM BRUCE HARRISON  
AND HARRISBURG EQUITABLE  
MANAGEMENT LLC  
CALLED 166.5718 ACRES  
F.B.C.C.F. No. 2015004527

PEEK ROAD  
(120' R.O.W. PLAT No. 20070063 F.B.C.P.R.)

# EXHIBIT B

(Resolution and Order)

MEADOW SEC. 3  
No. 20070082 F.B.C.P.R.

**SPLIT TRACT 1**  
0.0118 Acre

**SPLIT TRACT 2**  
0.0355 Acre



THIS 617 SQ. FT. / 0.014 AC.  
IS HEREBY DEDICATED TO THE  
PUBLIC FOR RIGHT-OF-WAY  
PURPOSES.



# EXHIBIT D

**BEECHNUT ROUNDABOUT**  
**WITHIN FORT BEND COUNTY MUD NO. 50**

**PRELIMINARY ENGINEER'S ESTIMATE  
 FOR THE CONSTRUCTION OF  
 PAVING AND STORM SEWER**

**I. DEVELOPER ITEMS**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>A. <u>PAVING SITE WORK ITEMS</u></b>				
1. Mobilization	L.S.	1	\$30,000.00	\$30,000.00
2. Clearing, Grubbing, And Site Preparation	L.S.	1	\$6,500.00	\$6,500.00
3. Pollution Prevention Plan (Pre And Post Construction)	L.S.	1	\$10,000.00	\$10,000.00
4. Temporary Traffic Control During Construction; Complete In Place	L.S.	1	\$5,500.00	<u>\$5,500.00</u>
			<b>TOTAL - PAVING SITE WORK</b>	<b>\$52,000.00</b>

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>B. <u>2 ACRE COMMERCIAL TRACT PAVING ITEMS</u></b>				
1. 8" Reinforced Concrete Paving With 6" Curbs, Includes Excavation And Lime Stabilization; Complete In Place	S.Y.	750	\$75.00	\$56,250.00
2. Extend Existing Concrete Driveways And Connect To Beechnut Road (± 375 S.Y.); Complete In Place	L.S.	1	\$10,000.00	<u>\$10,000.00</u>
			<b>TOTAL - 2 ACRE COMMERCIAL TRACT PAVING</b>	<b>\$66,250.00</b>

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>C. BEECHNUT PAVING ITEMS</b>				
1. 8" Reinforced Concrete Paving With 6" Curbs, Includes Excavation And Lime Stabilization; Complete In Place	S.Y.	1,450	\$75.00	\$108,750.00
2. Remove And Dispose of Existing Asphalt Paving; Complete In Place	S.Y.	2,650	\$15.00	\$39,750.00
3. Traffic Control Pavement Markings & Street Signs; Complete In Place	L.S.	1	\$5,000.00	\$5,000.00
4. Clean, Demuck, And Fill Existing Roadside Ditches Along Beechnut; Complete In Place	L.F.	2,000	\$4.00	\$8,000.00
5. Asphalt Tie-In To Existing Intersection at Beechnut And Skinner Lane (± 385 S.Y.), All Inclusive; Complete In Place	L.S.	1	\$17,500.00	<u>\$17,500.00</u>
			<b>TOTAL - BEECHNUT PAVING</b>	<b>\$179,000.00</b>

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>D. ROUNDABOUT PAVING ITEMS</b>				
1. 8" Reinforced Concrete Paving With 6" Curbs, Includes Excavation And Lime Stabilization; Complete In Place	S.Y.	4,000	\$75.00	\$300,000.00
2. Remove And Dispose of 8" Reinforced Concrete Paving With 6" Curbs On Existing Peek Road; Complete In Place	S.Y.	1,600	\$25.00	\$40,000.00
3. Concrete Asphalt Header, Includes Paving Transition to Existing Asphalt Drive (All Inclusive) Complete In Place	L.S.	1	\$2,000.00	\$2,000.00
4. Traffic Control Pavement Markings & Street Signs; Complete In Place	L.S.	1	\$10,000.00	<u>\$10,000.00</u>
			<b>TOTAL - ROUNDABOUT PAVING</b>	<b>\$352,000.00</b>
			<b>TOTAL - ITEM I</b>	<b>\$649,250.00</b>

**II. DISTRICT ITEMS (Subject to 100% Reimbursement)**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>A. <u>SITE WORK ITEMS</u></b>				
1. Mobilization, Site Preparation, Etc	L.S.	1	\$20,000.00	\$20,000.00
2. Erosion Control During Construction	L.S.	1	\$10,000.00	\$10,000.00
3. Hydromulch Seeding	ACRE	2	\$3,500.00	<u>\$7,000.00</u>
<b>TOTAL - SITE WORK</b>				<b>\$37,000.00</b>

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b>B. <u>STORM SEWER ITEMS</u></b>				
1. 6' X 5' R.C.B. Storm Sewer, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	50	\$500.00	\$25,000.00
2. 5' X 5' R.C.B. Storm Sewer, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	90	\$450.00	\$40,500.00
3. 42" R.C.P. Storm Sewer, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	115	\$100.00	\$11,500.00
4. 36" R.C.P. Storm Sewer, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	270	\$85.00	\$22,950.00
5. 30" R.C.P. Storm Sewer, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	520	\$75.00	\$39,000.00
6. 24" R.C.P. Storm Sewer, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	110	\$60.00	\$6,600.00
7. 24" R.C.P. Storm Sewer Lead, Includes Cement Stabilized Bedding And Backfill; Complete In Place	L.F.	280	\$65.00	\$18,200.00
8. Remove And Dispose of 24" RCP Storm Sewer; Complete In Place	L.F.	135	\$25.00	\$3,375.00
9. Type "C" Manhole (42" And Smaller); Complete In Place	EACH	7	\$2,500.00	\$17,500.00

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
9. Junction Box; Complete In Place	EACH	2	\$5,000.00	\$10,000.00
10. Construct Junction Box On Existing 6' X 5' RCB And Connect 24" Lead; Complete In Place	EACH	1	\$7,500.00	\$7,500.00
11. Remove And Dispose of Existing Junction Box And Connect 5' X 5' RCB; Complete In Place	EACH	1	\$2,000.00	\$2,000.00
12. Type "B-B" Inlets; Complete In Place	EACH	10	\$1,500.00	\$15,000.00
13. Remove And Dispose of Existing Type "B-B" Inlet; Complete In Place	EACH	2	\$500.00	\$1,000.00
14. Remove And Dispose of Existing Type "E" Inlet; Complete In Place	EACH	1	\$500.00	\$500.00
15. Restore Existing Roadside Ditches, Irrigation, Fences, Landscape, Etc. To Existing Condition Or Better; Complete In Place	L.S.	1	\$5,000.00	\$5,000.00
16. Trench Safety System For Storm Sewer Construction	L.F.	1,435	\$1.00	<u>\$1,435.00</u>
<b>TOTAL - STORM SEWER</b>				<b>\$227,060.00</b>

## SUMMARY

<b>I. <u>DEVELOPER COST</u></b>		
A. TOTAL - SITE WORK ITEMS		\$52,000.00
B. TOTAL - 2 ACRE COMMERCIAL TRACT PAVING ITEMS		\$66,250.00
C. TOTAL - BEECHNUT PAVING ITEMS		\$179,000.00
D. TOTAL - ROUNDABOUT PAVING ITEMS		<u>\$352,000.00</u>
	<b>SUBTOTAL</b>	<b>\$649,250.00</b>
	<b>+20% CONTINGENCIES</b>	<b><u>\$129,850.00</u></b>
	<b>TOTAL - ITEM I</b>	<b>\$779,100.00</b>
<b>II. <u>DISTRICT COST (Subject to 100% Reimbursement)</u></b>		
A. TOTAL - SITE WORK ITEMS		\$37,000.00
B. TOTAL - STORM SEWER ITEMS		\$227,060.00
	<b>SUBTOTAL</b>	<b>\$264,060.00</b>
	<b>+20% CONTINGENCIES</b>	<b><u>\$52,812.00</u></b>
	<b>TOTAL - ITEM II</b>	<b>\$316,872.00</b>
	<b>GRAND TOTAL</b>	<b>\$1,095,972.00</b>

## CONSTRUCTION COST SUMMARY

<u>CATEGORY</u>	<u>TOTAL COST</u>	<u>DISTRICT REIMBURSEMENT</u>	<u>DEVELOPER COST</u>
I. Developer Cost Items	\$779,100.00	\$0.00	\$779,100.00
II. 100% District Cost Items	<u>\$316,872.00</u>	<u>\$316,872.00</u>	<u>\$0.00</u>
<b>TOTALS</b>	<b>\$1,095,972.00</b>	<b>\$316,872.00</b>	<b>\$779,100.00</b>

**Notes:**

1. Price adjustments may be necessary after three months from the date of this estimate.
2. This estimate does not include cost for pipeline adjustments or relocations to existing private utilities.
3. This estimate assumes the entire length of existing asphalt for Beechnut Road will be removed and disposed of between Canal Street/Skinner Lane and the rerouted asphalt connection East of the Roundabout.
4. No costs associated with obtaining offsite easements are included in this cost estimate.
5. This estimate assumes no downstream channel improvements.
6. This estimate does not include cost for relocations to existing utilities.
7. This estimate is based on an exhibit created by R.G.Miller Engineers dated August 3, 2016.
8. This estimate assumes that the 2 Acre Tract will be responsible for half of the paving located adjacent to his property and extending the driveways to connect to the proposed paving.
9. This estimate assumes some flows come from West of the Plat Boundary and will need to be conveyed through Beechnut Road storm sewer. This information will need to be verified upon production of plans.
10. This estimate assumes a temporary intersection will be constructed between Beechnut Road, Skinner Lane, and Canal Street.

RW/cw/dm

P4045.000/E

L:\2805\_FBCMUD\_50\04045.000 Ferguson 5 Acre Tract\Admin\Estimates\{Beechnut Roundabout- Est-2 (f).xlsx}

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
3535 Wilcrest, Ltd  
Richmond, TX United States

**Certificate Number:**  
2016-115405

**Date Filed:**  
09/22/2016

**Date Acknowledged:**

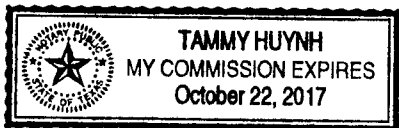
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Dev.Beechnut-Peek  
Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Robert B. Ferguson, Pres of G.P.*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Robert B. Ferguson, Sr. this the 22<sup>nd</sup> day of September 2016, to certify which, witness my hand and seal of office.

*Tammy Huynh*      Tammy Huynh      Notary Public  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-115405

Date Filed:  
09/22/2016

Date Acknowledged:  
09/28/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
3535 Wilcrest, Ltd  
Richmond, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Dev.Beechnut-Peek  
Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Peek/Beechnut, LLC  
Richmond, TX United States

Certificate Number:  
2016-115173

Date Filed:  
09/22/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County *MUNICIPAL UTILITY DISTRICT NO. 50*

Date Acknowledged:

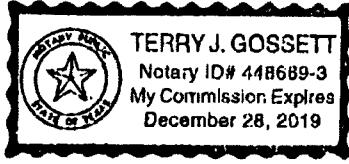
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Peek-Beechnut  
Promissory Agreement *2 AC COMMERCIAL TRACT*

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Peek/Beechnut, LLC	Richmond, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Kevin H. Harris*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kevin H. Harris, this the 22<sup>nd</sup> day of September 20 16, to certify which, witness my hand and seal of office.

*Terry J. Gossett*  
\_\_\_\_\_  
Signature of officer administering oath

Terry J. Gossett  
\_\_\_\_\_  
Printed name of officer administering oath

Office Manager  
\_\_\_\_\_  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Peek/Beechnut, LLC  
Richmond, TX United States

**Certificate Number:**  
2016-115173

**Date Filed:**  
09/22/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**Date Acknowledged:**  
09/28/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Peek-Beechnut  
Promissory Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Peek/Beechnut, LLC	Richmond, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath