

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
 (Charleston Heights)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court and Charleston C.M.I., Ltd, a limited partnership applying for a subdivision plat to develop property in Fort Bend County (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner proposes to develop an approximate 42.80 acre tract of land situated in Fort Bend County, Texas, as generally shown on Exhibit "A" attached hereto and incorporated herein for all purposes, (the "Owner's Property"); and

WHEREAS, Post Road is a public roadway maintained by the County and near or adjacent to the Owner's Property; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will submit a subdivision plat to the County for approval of its Commissioners Court, and contribute to the improvements to Post Road.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County and the Owner agrees as follows:

1. Owner's Responsibilities. The Owner agrees to pay to the County the amount of \$330,000.00 as the required contribution to improve Post Road, (the "Owner's Contribution") upon submission of the subdivision plat for approval. The Owner's Contribution will be used by the County for the construction costs associated with the improvements to Post Road, and the County shall, in its sole discretion, be entitled to use at any time, the Owner's Contribution in connection with the improvements to Post Road.

2. County's Responsibilities. In exchange for the Owner's commitment to submit a subdivision plat meeting the requirements of the County's Regulation of Subdivisions and the payment of the Owner's Contribution in accordance with Section 1 above, the County agrees perform the following:

(a) Complete improvements to Post Road in accordance with County design and construction standards when the County determines, in its sole discretion, that the improvements to Post Road are feasible; and

(b) Present the proposed subdivision plat for consideration by the County's Commissioners Court for approval.

3. Disclaimer/Waiver of Damages/Liability

(a) The Owner acknowledges and agrees that the 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 Post Road, in whole or in part.

(b) The Owner acknowledge and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or the Owner's Property, resulting, in whole or in part, directly or indirectly, from the County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) The Owner hereby releases the County, its officers, agents, representatives and employees, from and against, and waive any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of Post Road and/or any other act and/or omission relating, directly or indirectly, to Post Road, 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, the negligence, breach of this Agreement, or willful misconduct of County or its authorized officers, agents, representatives or employees.

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

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY OWNER 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) OWNER 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) OWNER 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.

5. Limitations of Agreement. The Parties hereto acknowledge this Agreement is limited to the development of Owner's Property only. Further, this Agreement does not waive or limit any of the obligations of Owner to County under any other order whether now existing or in the future arising.

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

- (a) to refuse to accept any portion of any public improvements on the Owner's Property and/or associated with the development of the Owner's Property; and/or
- (b) to refuse to finally accept the Owner's Property and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

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

7. 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 Owner, to:

Charleston C.M.I., Ltd.
10410 Windemere Lakes Boulevard
Houston, Texas 77065

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

(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 law.

(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 Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by the Owner in this Agreement or in any certificate or other instrument delivered by Owner 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) Acknowledgments. The parties agree that the acknowledgments set forth in Paragraphs 3 and 4 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:



County Judge KP George

KP George, County Judge

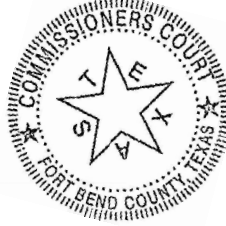
11-23-21

Date

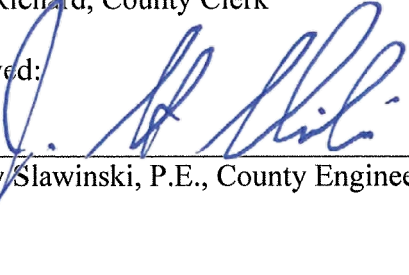
Attest:



Laura Richard, County Clerk



Approved:



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

OWNER:

CHARLESTON C.M.I., LTD



Authorized Agent – Signature

LOUIS TRAPOLINO

Authorized Agent – Name

VICE PRESIDENT

Title

10/28/21

Date

EXHIBIT A

Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	306.04	2000.50	8°48'02"	N82°40'23"E	305.74
C2	34.79	500.00	3°59'12"	S36°13'27"W	34.78
C3	31.63	300.00	6°02'24"	N29°28'11"W	31.61
C4	352.90	475.00	42°34'05"	N55°30'54"E	344.84
C5	43.57	100.00	24°58'00"	S00°43'04"E	43.23
C6	87.16	500.00	9°59'16"	N81°47'34"E	87.05
C7	46.00	50.00	52°43'03"	N23°08'44"E	44.40
C8	32.54	50.00	37°16'57"	S21°51'16"E	31.96
C9	32.54	50.00	37°16'57"	N68°08'44"E	31.96
C10	58.98	50.00	67°35'25"	S22°01'46"E	55.62
C11	39.11	100.00	22°24'35"	N22°58'14"E	38.86
C12	145.32	490.00	16°59'31"	N03°16'10"E	144.79
C13	28.99	275.00	6°02'24"	N29°28'11"W	28.98
C14	36.89	25.00	84°32'06"	N74°45'26"W	33.63
C15	120.63	500.00	13°49'25"	N69°53'14"E	120.34
C16	91.52	525.00	9°59'16"	N81°47'34"E	91.40
C17	39.27	25.00	90°00'00"	S41°47'12"E	35.36
C18	69.01	75.00	52°43'03"	N23°08'44"E	66.60
C19	48.80	75.00	37°16'57"	N68°08'44"E	47.95
C20	37.90	35.00	62°02'45"	S55°45'50"W	36.08
C21	229.29	50.15	261°58'34"	S24°16'16"E	75.71
C22	12.06	35.00	19°45'01"	S82°20'18"E	12.01
C23	39.27	25.00	90°00'00"	N41°47'12"E	35.36
C24	39.27	25.00	90°00'00"	N48°12'48"W	35.36
C25	27.55	35.00	45°05'59"	S64°14'14"E	26.84
C26	235.79	50.00	27°01'154"	S03°12'48"E	70.59
C27	27.55	35.00	44°59'54"	S70°40'14"E	26.85
C28	39.27	25.00	90°00'00"	N41°47'12"E	35.36
C29	40.38	25.00	92°34'27"	N49°30'01"W	36.14
C30	32.87	35.00	53°48'41"	S57°18'25"W	31.68
C31	233.24	50.00	267°16'28"	S15°57'42"E	72.37
C32	18.87	35.00	30°53'20"	S77°46'08"E	18.64
C33	57.76	475.00	6°58'01"	N80°22'28"E	57.72
C34	39.27	25.00	90°00'00"	N31°47'56"E	35.36
C35	54.47	125.00	24°58'00"	S00°43'04"E	54.04
C36	17.47	35.00	28°36'16"	N02°32'11"W	17.29
C37	232.43	50.00	266°20'26"	N63°40'06"W	72.93
C38	35.12	35.00	57°29'29"	S40°45'22"W	33.66
C39	33.68	75.00	24°58'00"	S00°43'04"E	32.42
C40	39.51	25.00	90°32'38"	S58°28'23"E	35.52

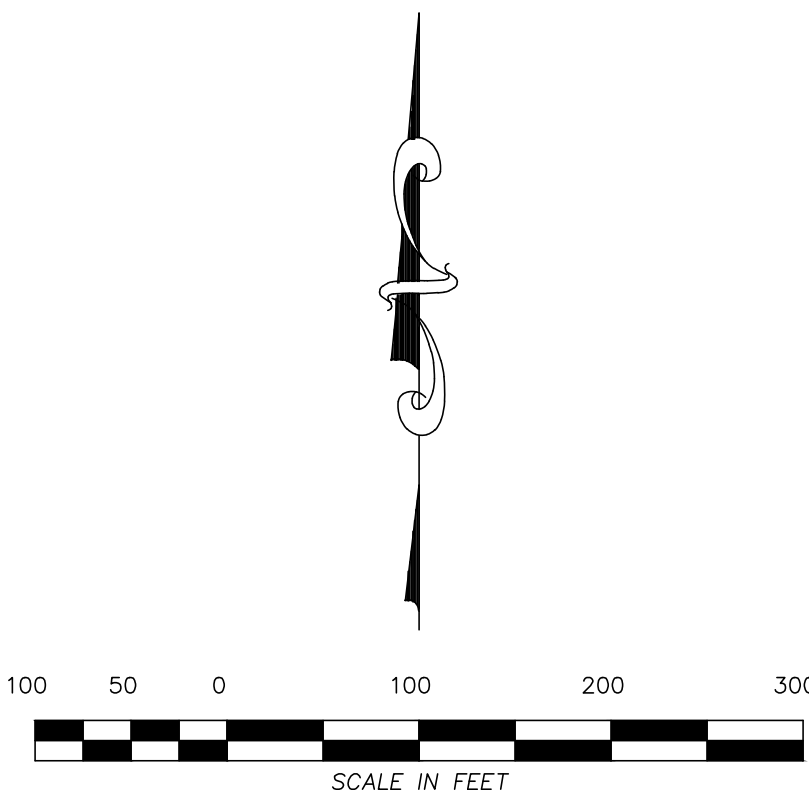
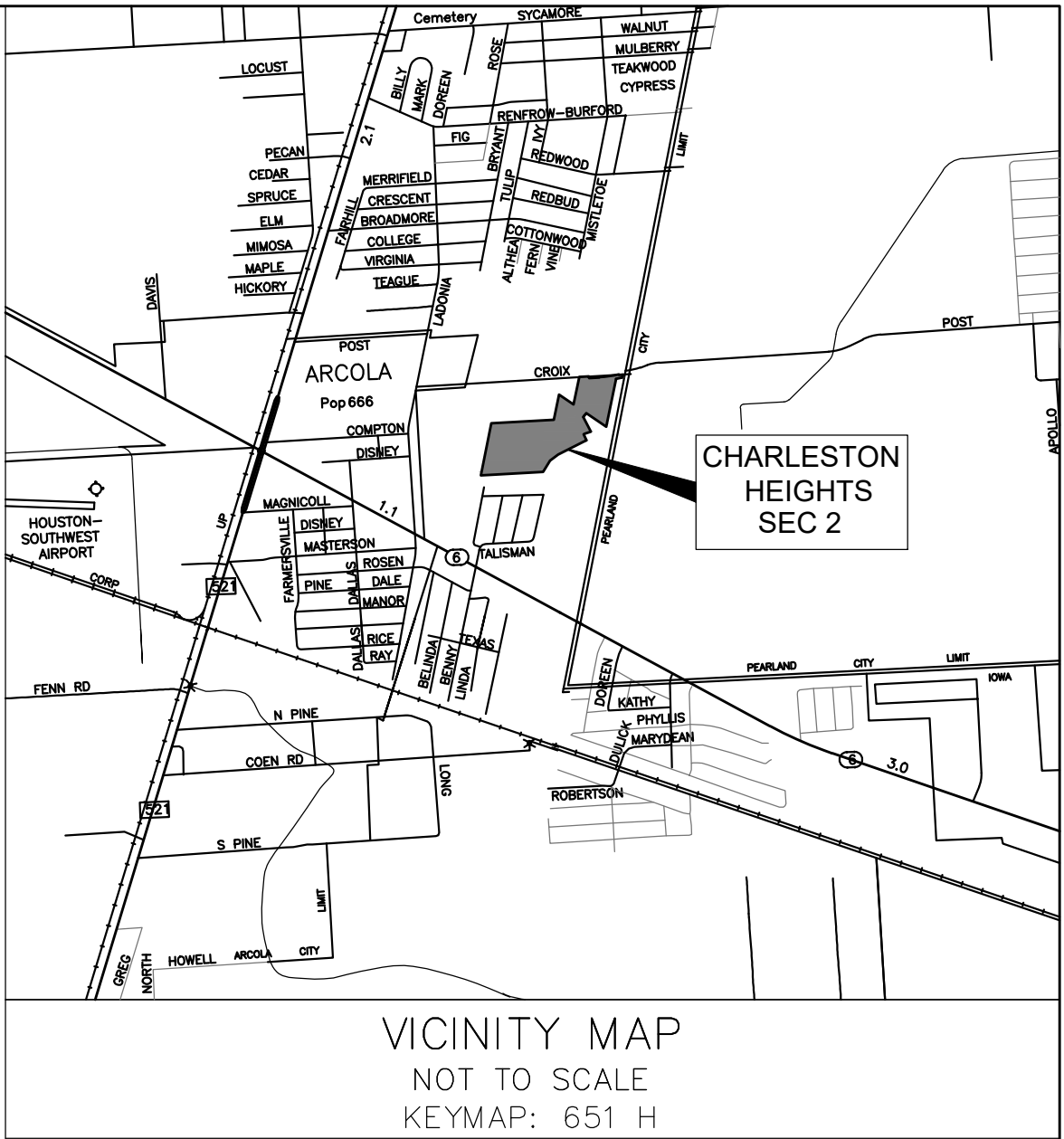
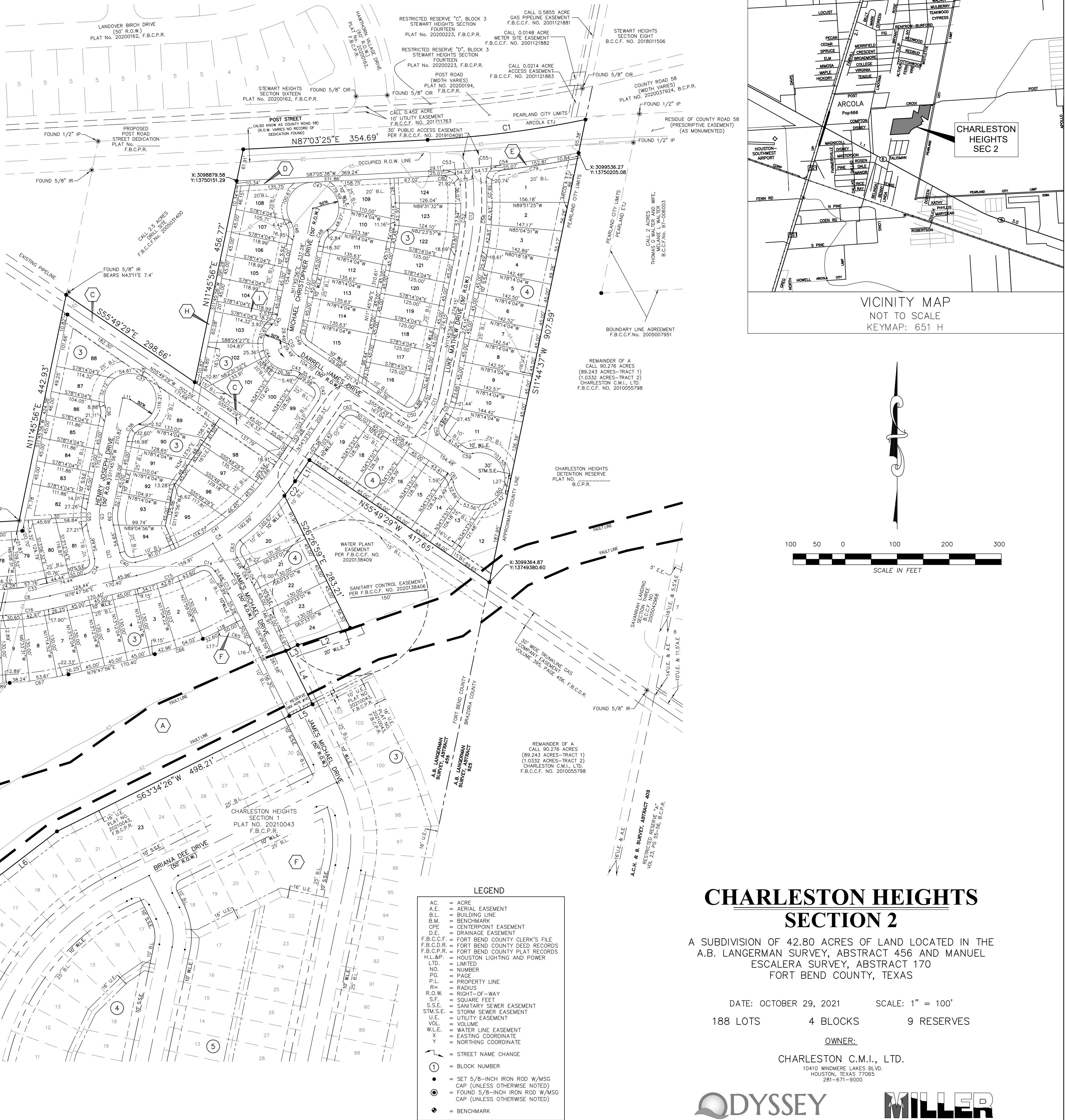
Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C41	330.06	450.00	42°01'27"	N55°41'35"E	322.71
C42	39.29	25.00	90°03'20"	N10°47'49"W	35.37
C43	16.93	25.00	38°48'08"	N75°13'33"W	16.61
C44	124.58	50.00	142°45'21"	S23°14'57"E	94.76
C45	22.21	35.00	36°21'48"	N29°56'50"E	21.84
C46	27.55	35.00	45°05'57"	N10°47'02"W	26.84
C47	235.79	50.00	27°01'154"	N03°12'48"E	70.59
C48	27.55	35.00	45°05'57"	S34°18'55"W	26.84
C49	29.49	25.00	67°35'25"	S22°01'46"E	27.81
C50	39.27	25.00	90°00'00"	N79°10'31"E	35.36
C51	29.33	75.00	22°24'35"	N22°58'14"E	29.15
C52	127.71	465.00	15°44'10"	N03°16'51"E	127.31
C53	46.99	30.00	89°44'43"	N48°50'35"W	42.33
C54	290.38	2060.00	8°04'35"	N83°03'21"E	290.14
C55	45.81	30.00	87°29'29"	S39°31'20"W	41.49
C56	143.72	515.00	15°59'21"	N03°46'18"E	143.25
C57	48.89	125.00	22°24'35"	N22°58'14"E	48.58
C58	39.27	25.00	90°00'00"	S10°49'29"E	35.36
C59	20.98	25.00	48°04'46"	S79°51'52"E	20.37
C60	241.19	50.00	276°22'45"	N34°17'08"E	66.67
C61	21.07	25.00	48°17'59"	N31°40'29"W	20.46
C62	39.25	25.00	89°56'40"	S79°12'11"W	35.34
C63	36.89	25.00	84°32'06"	S09°46'40"W	33.63
C64	34.26	325.00	6°02'24"	N29°28'11"W	34.25
C65	57.42	80.00	41°07'30"	S71°31'30"E	56.20
C66	96.97	630.00	8°49'08"	N72°23'22"E	96.87
C67	114.18	655.00	9°59'16"	N81°47'34"E	114.03
C68	39.27	25.00	90°00'00"	S48°12'48"E	35.36
C69	39.27	25.00	90°00'00"	S41°47'12"E	35.36
C70	39.27	25.00	90°00'00"	N48°12'48"E	35.36
C71	48.80	75.00	37°16'57"	S21°51'16"E	47.95
C72	39.27	25.00	90°00'00"	N04°30'15"E	35.36
C73	16.27	25.00	37°16'57"	N68°08'44"E	15.98
C74	39.27	25.00	90°00'00"	S85°29'45"E	35.36
C75	16.27	25.00	37°16'57"	S21°51'16"E	15.98
C76	39.27	25.00	90°00'00"	S41°47'12"E	35.36
C77	39.27	25.00	90°00'00"	N48°12'48"E	35.36
C78	23.00	25.00	52°43'03"	N23°08'44"E	22.20
C79	171.62	2070.00	4°45'01"	N81°30'31"E	171.57
C80	51.50	2070.00	1°25'32"	N86°22'52"E	51.50

SYMBOL	DESCRIPTION	USE	AREA
A	RESTRICTED RESERVE "A"	DRAINAGE	6.656 AC. - 289,915 S.F.
B	RESTRICTED RESERVE "B"	LANDSCAPE/OPEN SPACE	0.808 AC. - 35,167 S.F.
C	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	0.350 AC. - 15,264 S.F.
D	RESTRICTED RESERVE "D"	LANDSCAPE/OPEN SPACE	0.098 AC. - 4,151 S.F.
E	RESTRICTED RESERVE "E"	LANDSCAPE/OPEN SPACE	0.038 AC. - 1,665 S.F.
F	RESTRICTED RESERVE "F"	WATER PLANT	0.035 AC. - 1,518 S.F.
G	RESTRICTED RESERVE "G"	RECREATIONAL FACILITY/DRAINAGE	0.149 AC. - 6,479 S.F.
H	RESTRICTED RESERVE "H"	DRAINAGE	0.089 AC. - 3,879 S.F.
I	RESTRICTED RESERVE "I"	DRAINAGE	0.054 AC. - 2,353 S.F.
TOTAL			8.274 AC. - 360,411 S.F.

Line Table	
Line Length	Direction
L1	48.96 S34°13'51"W
L2	106.04 S7°53'12"W
L3	25.08 S63°42'26"W
L4	114.67 S2°26'59"E
L5	50.00 S63°33'01"W
L6	178.22 S52°29'03"W
L7	225.95 S31°34'36"W
L8	186.22 S87°09'32"W
L9	69.29 N32°22'37"E
L10	104.66 S13°12'04"E
L11	14.63 N78°14'04"W

Line Table	
Line Length	Direction
L12	12.94 N03°12'48"W
L23	40.43 N16°43'36"E
L24	17.78 N26°19'54"E
L25	48.13 N24°04'03"W
L26	47.86 N02°54'22"W
L15	19.74 N00°13'35"W
L16	10.21 N63°33'01"E
L27	10.00 S78°15'23"E
L28	70.50 S40°29'45"E
L29	53.34 N50°10'48"E
L30	118.86 N86°47'12"E
L21	39.18 N79°08'33"W
L31	25.00 N63°06'41"E

Line Table	
Line Length	Direction
L1	48.96 S34°13'51"W
L2	106.04 S7°53'12"W
L3	25.08 S63°42'26"W
L4	114.67 S2°26'59"E
L5	50.00 S63°33'01"W
L6	178.22 S52°29'03"W
L7	225.95 S31°34'36"W
L8	186.22 S87°09'32"W
L9	69.29 N32°22'37"E
L10	104.66 S13°12'04"E
L11	14.63 N78°14'04"W



CHARLESTON HEIGHTS SECTION 2

A SUBDIVISION OF 42.80 ACRES OF LAND LOCATED IN THE A.B. LANGERMAN SURVEY, ABSTRACT 456 AND MANUEL ESCALERA SURVEY, ABSTRACT 170 FORT BEND COUNTY, TEXAS

DATE: OCTOBER 29, 2021 SCALE: 1" = 100'

188 LOTS 4 BLOCKS 9 RESERVES

OWNER:

CHARLESTON C.M.I., LTD.
10410 WINDMERE LAKES BLVD.
HOUSTON, TEXAS 77065
281-671-9000

ODYSSEY
ENGINEERING GROUP

www.odyssey.com
2500 TANGLEWILE STREET, SUITE 400 HOUSTON, TEXAS 77063
OFFICE: 281-306-0240 X 101
CELL: 713-252-8421 TPOE NO. F-17637
JUSTIN R. RING, P.E.

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. 10047100
BRIAN E. WILSON, R.P.L.S.

H:\A JOB FOLDER\3633--CHARLESTON HEIGHTS\PLATTING\CHARLESTON HEIGHTS SECTION 2\3633--CHARLESTON HEIGHTS SECTION TWO--10--29--2021.DWG Oct. 29, 2021--1:42 PM JOHN CAMARILLO

STATE OF TEXAS
COUNTY OF FORT BEND

WE, BLAKE ROBERTS, ITS PRESIDENT AND LOUIS TRAPOLINO, ITS VICE PRESIDENT, BEING OFFICERS OF CHARLESTON C.M.I., LTD. OWNER OF THE 42.80 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF CHARLESTON HEIGHTS SECTION 2, DO HEREBY MAKE, AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND MYSELF (OR OURSELVES), MY (OR OUR) HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21'6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK--TO--BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK--TO--BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK TO BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON (OR THE PLACEMENT OF MOBILE HOMES) AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, DO HEREBY CERTIFY THAT I AM (OR WE ARE) THE OWNER(S) OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF HIGHLAND MEADOWS SECTION TWO WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS" AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004.

IN TESTIMONY WHEREOF, THE CHARLESTON C.M.I., LTD., HAS CAUSED THESE PRESENTS TO BE SIGNED BY

BLAKE ROBERTS ITS PRESIDENT AND LOUIS TRAPOLINO ITS VICE PRESIDENT, HEREUNTO AUTHORIZED, ATTESTED BY

ITS SECRETARY (OR AUTHORIZED TRUST OFFICER), _____ AND ITS COMMON SEAL HEREUNTO

AFFIXED THIS ____ DAY OF _____, 2021.

CHARLESTON C.M.I., LTD.

BY:

NAME: BLAKE ROBERTS

TITLE: PRESIDENT

ATTEST:

NAME: LOUIS TRAPOLINO

TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR

_____, COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR

_____, COUNTY, TEXAS

APPROVED MY MOTION ADOPTED BY THE CITY COUNCIL ON _____ DAY OF _____, 2021.
CITY OF ARCOLA

BY: _____ ATTEST (SEAL): _____
FRED A. BURTON, MAYOR SALLY CANTU, TCMA, CITY SECRETARY

REVIEW: ADVICE GIVEN TO CITY COUNCIL:
ZONING AND PLANNING COMMISSION
CITY OF ARCOLA, TEXAS

BY: _____
PRESIDING OFFICER

I, CAROLYN J. QUINN , AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT FERROUS METAL) PIPES AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELED UPON AS A FINAL DOCUMENT.

FOR REVIEW: 10/29/21

CAROLYN J. QUINN, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6033

I, MARK C. HODGES, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF THE CITY OF ARCOLA AND FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELED UPON AS A FINAL DOCUMENT.

FOR REVIEW: 10/29/21

MARK C. HODGES
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 133425

NOTES:

- B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; STM. S.E. INDICATES STORM SEWER EASEMENT; W.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L.&P. INDICATES HOUSTON LIGHTING AND POWER EASEMENT; D.E. INDICATES DRAINAGE EASEMENT; P.L. INDICATES PROPERTY LINE.
- THE TOP OF ALL FLOOR SLABS FOR BLOCK 3, LOTS 99 -- 124 & BLOCK 4, LOTS 1 -- 19 SHALL BE A MINIMUM OF 65.20 FEET (NAVD 88, 2001 ADJ.) ABOVE MEAN SEA LEVEL, THE TOP OF ALL FLOOR SLABS FOR BLOCK 2, LOTS 1 -- 16, BLOCK 3, LOTS 1-98, & BLOCK 4, LOTS 20 -- 24 SHALL BE A MINIMUM OF 66.0 FEET (NAVD 88, 2001 ADJ.) ABOVE MEAN SEE LEVEL. IN ADDITION, NO TOP OF SLAB ELEVATION SHALL BE LESS THAN 24 INCHES ABOVE THE LOWEST TOP OF CURB ADJACENT TO THE LOT WHICH IT LIES. IN THE ABSENCE OF A CURB, THE TOP OF SLAB ELEVATION SHALL BE NO LESS THAN 24 INCHES ABOVE THE HIGHEST NATURAL GROUND ALONG THE PERIMETER OF THE BUILDING FOUNDATION AND 12 INCHES ABOVE ANY DOWN GRADIENT ROADWAY OR DRAINAGE RESTRAINT, WHICHEVER IS GREATER.
- ALL COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 4204, NORTH AMERICAN DATUM OF 1983 (NAD83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. ALL COORDATES ARE SURFACE COORDINATES. TO CONVERT TO GRID MULTIPLY THE AVERAGE COMBINED SCALE FACTOR: 0.9998686866.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48157C031SL, REVISED DATE OF APRIL 2, 2014,THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THIS PLAT WAS PREPARED TO MEET CITY OF ARCOLA AND FORT BEND COUNTY REQUIREMENTS.
- THIS PLAT LIES WHOLLY WITHIN THE CHARLESTON MUNICIPAL UTILITY DISTRICT, E.S.D. No. 7, COMMISSIONER PRECINCT 1, LIGHTING ZONE LZ2, FORT BEND COUNTY DRAINAGE DISTRICT, FORT BEND I.S.D., THE ETJ OF THE CITY OF ARCOLA
- SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL TO OBTAIN A DEVELOPMENT PERMIT. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.
- A MINIMUM DISTANCE OF TEN (10) FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS--OF--WAY WITHIN SAID PLAT AND ON CONTIGUOUS RIGHT--OF--WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH THE A.D.A.
- SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT THROUGH RESTRICTIVE COVENANTS WITHIN ALL ROAD RIGHTS--OF--WAY DEDICATED TO THE PUBLIC.
- ALL EXISTING PIPELINES AND/OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THIS SUBDIVISION HAVE BEEN SHOWN.
- ONE--FOOT RESERVE DEDICATED TO THE PUBLIC IN FEES AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY IS SUBDIVIDED OR RE--SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE--FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT--OF--WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS, ASSIGNS OR SUCCESSORS.
- RESTRICTED RESERVES "A", "F", "H", AND "I" ARE TO BE MAINTAINED BY CHARLESTON M.U.D., RESTRICTED RESERVE "B", "C", "D", "E", AND "G" WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION TO BE ESTABLISHED BY DEED RESTRICTIONS AND COVENANTS.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY LCH TITLE COMPANY, L.C. G.F. NO. 1212464, EFFECTIVE DATE APRIL 15, 2021. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- FIVE--EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BLOCK CORNERS, UNLESS OTHERWISE NOTED.
- ALL LOTS SHALL HAVE A MINIMUM OF FIVE (5) FOOT SIDE BUILDING LINE.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
- ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS FOR THE PURPOSE OF THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY BY THE APPROPRIATE ENTITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- PROJECT BENCHMARK: NATIONAL GEODETIC SURVEY (NGS) S-1214 (PID: AW2032) BEING A BRASS DISK STAMPED "S 1214 1973" IN CONCRETE, LOCATED 0.5 MILE SOUTH FROM ARCOLA. PROCEED 0.5 MILE SOUTH ALONG FM ROAD 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 AT ARCOLA, AT ARCOLA RAILROAD JUNCTION, AT THE CROSSING OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY AND THE MISSOURI PACIFIC RAILROAD, IN THE TOP OF THE NORTH CONCRETE HEADWALL OF A 24--INCH PIPE CULVERT UNDER THE RAILROAD, 8.9 FEET NORTH OF THE NORTH RAIL OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY, 15.4 FEET EAST OF THE EAST RAIL OF THE MISSOURI PACIFIC RAILROAD, 101 FEET WEST OF THE CENTER LINE OF THE HIGHWAY AND ABOUT LEVEL WITH THE TRACKS.
ELEVATION = 63.27' FEET (NAVD 88, 1991 ADJ.) -- PROJECT DATUM
- ELEVATIONS SHOWN HEREON (BY OTHERS) ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATED S 1214, PID AW2032, HAVING A PUBLISHED ELEVATION OF 63.27 FEET (NAVD 88, 1991 ADJ.).

FIELD NOTES FOR A 42.80 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 42.80 ACRES (1,864,418 SQUARE FEET), LOCATED IN THE A.B. LANGERMAN SURVEY, A--456 AND MANUEL ESCALERA SURVEY, A--170 IN FORT BEND COUNTY, TEXAS; SAID 42.80 ACRE TRACT BEING ALL OF A CALLED 0.0689 ACRE TRACT RECORDED IN THE NAME OF CARSON UNDERWOOD, IN FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. NO.) 2017099036, A CALLED 0.0689 ACRE TRACT RECORDED IN THE NAME OF FRANCES WATSON, IN F.B.C.C.F. NO. 2017099113, A CALLED 0.0742 ACRE TRACT RECORDED IN THE NAME OF JERRY WOODWARD, IN F.B.C.C.F. NO. 2017099116, A CALLED 0.0689 ACRE TRACT RECORDED IN THE NAME OF STEPHEN JONES, IN F.B.C.C.F. NO. 2017099033, A CALLED 0.0689 ACRE TRACT RECORDED IN THE NAME OF TODD ELSTON, IN F.B.C.C.F. NO. 2017099030, A CALLED 21.9015 ACRE TRACT RECORDED IN THE NAME OF CHARLESTON C.M.I., LTD. IN F.B.C.C.F. NO. 2016094600 AND A PORTION A CALLED 89.243 ACRE TRACT RECORDED IN THE NAME OF CHARLESTON C.M.I., LTD., IN F.B.C.C.F. NO. 2010055798; SAID 42.80 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8--INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 21.9015 ACRE TRACT, BEING ON THE EAST LINE OF A CALLED 26.5379 ACRE TRACT RECORDED IN THE NAME OF NIRANJAN S. PATEL IN F.B.C.C.F. NO. 201400387 AND AT THE SOUTHWEST CORNER OF A CALLED 8.73 ACRE TRACT RECORDED IN VOLUME (VOL.) 23, PAGE (PG.) 605 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.);

THENCE, WITH THE SOUTH LINE OF SAID 8.73 ACRE TRACT AND A CALLED 8.73 ACRE TRACT RECORDED IN THE NAME OF RICHARD LUNA AND WIFE MARLENE LUNA IN VOL. 513, PG. 691 OF THE F.B.C.D.R., AND THE NORTH LINE OF SAID 21.9015 ACRE TRACT, NORTH 86 DEGREES 47 MINUTES 12 SECONDS EAST, A DISTANCE OF 1081.40 FEET TO A 1--INCH IRON PIPE FOUND ON THE WESTERLY LINE OF SAID 89.243 ACRE TRACT;

THENCE, WITH THE LINE COMMON TO SAID 8.73 ACRE TRACT AND SAID 89.243 ACRE TRACT, NORTH 11 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 442.93 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP SET ON THE NORTHERLY LINE OF A CALLED 30 FOOT WIDE TRUNKLINE COMMON TO SAID EASEMENT RECORDED IN VOL. 395, PG. 456 OF THE F.B.C.D.R., FOR THE SOUTHWEST CORNER OF A CALLED 2.5 ACRE DRILL SITE TRACT RECORDED IN F.B.C.C.F. NO. 2005031400, FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID 89.243 ACRE TRACT, AND ANGLE POINT FOR THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 5/8--INCH IRON ROD BEARS NORTH 43 DEGREES 11 MINUTES WEST, A DISTANCE OF 7.4 FEET;

THENCE, WITH THE LINES COMMON TO SAID 2.5 ACRE TRACT AND SAID 89.243 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

- SOUTH 55 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 298.66 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
- NORTH 11 DEGREES 45 MINUTES 56 SECONDS EAST, A DISTANCE OF 456.77 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP SET ON THE SOUTH RIGHT--OF--WAY (R.O.W.) LINE OF THE PROPOSED POST ROAD STREET DEDICATION (60 FEET WIDE, RECORDATION PENDING), ON THE WEST LINE OF SAID 89.243 ACRE TRACT AND FOR THE NORTHWEST CORNER THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE LINE COMMON TO SAID PROPOSED POST ROAD STREET DEDICATION, STEWART HEIGHTS SECTION SIXTEEN, A PLAT OF RECORD IN PLAT NO. 20200162, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), AND SAID 89.243 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

- NORTH 87 DEGREES 03 MINUTES 25 SECONDS EAST, A DISTANCE OF 354.69 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
- 306.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 08 DEGREES 46 MINUTES 02 SECONDS, AND A CHORD THAT BEARS NORTH 82 DEGREES 40 MINUTES 23 SECONDS EAST, A DISTANCE OF 305.74 FEET TO 5/8--INCH IRON ROD WITH M.S.G. CAP SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE, THROUGH AND ACROSS SAID 89.243 ACRE TRACT, SOUTH 11 DEGREES 44 MINUTES 37 SECONDS WEST, A DISTANCE OF 907.59 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR THE NORTHEAST CORNER OF CHARLESTON HEIGHTS SECTION 1, A SUBDIVISION OF RECORD IN PLAT NO. 20210043, F.B.C.P.R. AND FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

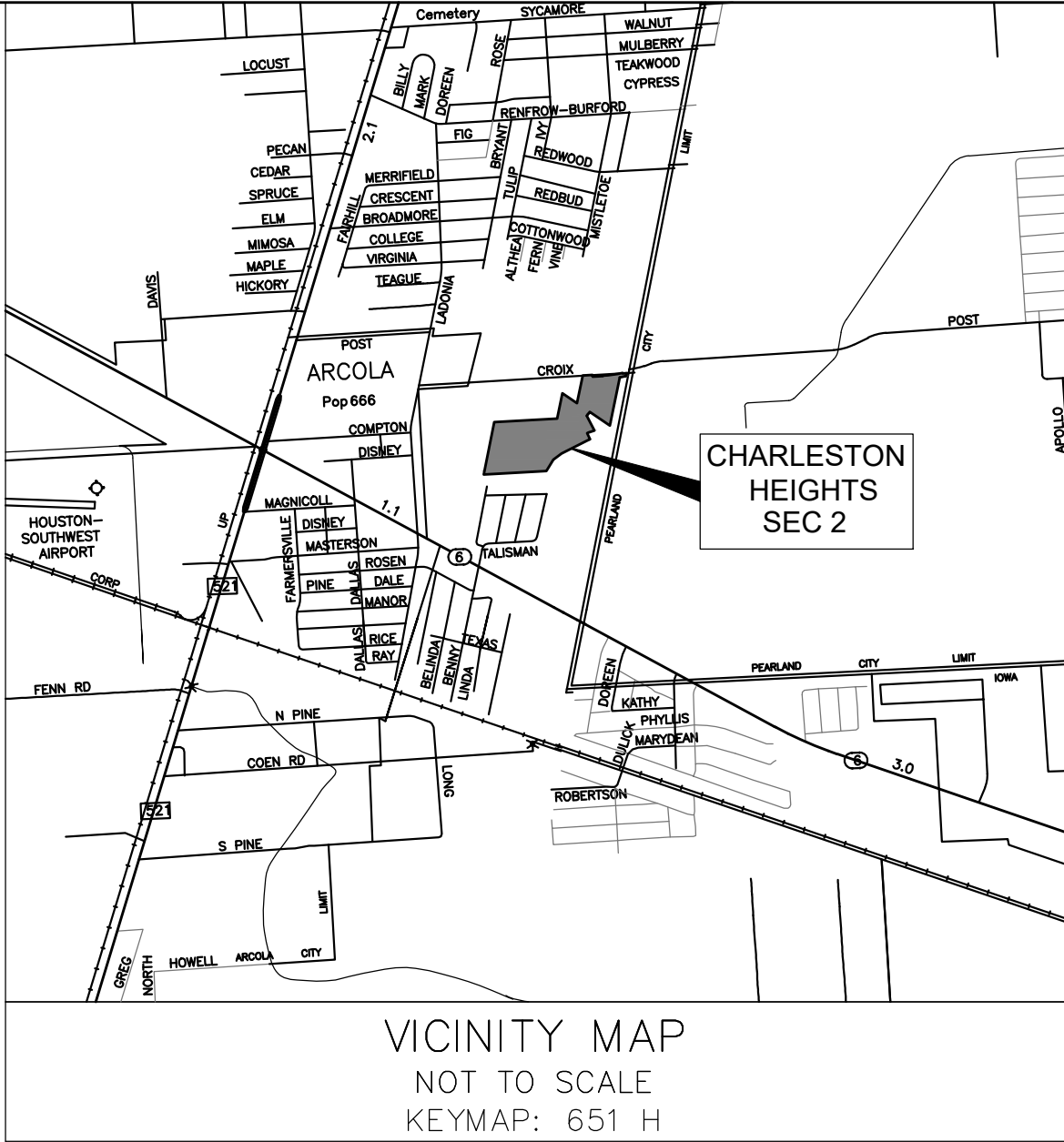
THENCE, WITH THE NORTH LINE OF SAID CHARLESTON HEIGHTS SECTION 1, THE FOLLOWING ELEVEN (11) COURSES:

- NORTH 55 DEGREES 49 MINUTES 29 SECOND WEST, A DISTANCE OF 417.65 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 34 DEGREES 13 MINUTES 51 SECONDS WEST, A DISTANCE OF 48.96 TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;
- 34.79 FEET ALONG THE CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 59 MINUTES 12 SECONDS AND A CHORD THAT BEARS SOUTH 36 DEGREES 13 MINUTES 27 SECONDS WEST A DISTANCE OF 34.78 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 26 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 283.21 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 71 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 106.04 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 63 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 25.08 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 26 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 114.67 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. FOUND AT THE NORTHEAST TERMINUS OF JAMES MICHAEL DRIVE (50 FEET WIDE, PLAT NO. 20210043, F.B.C.P.R.) AND ANGLE POINT;
- SOUTH 63 DEGREES 33 MINUTES 01 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. FOUND AT THE NORTHWEST TERMINUS OF SAID JAMES MICHAEL DRIVE AND ANGLE POINT;
- SOUTH 63 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 498.21 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 52 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 178.22 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR AN ANGLE POINT;
- SOUTH 31 DEGREES 34 MINUTES 36 SECONDS WEST, A DISTANCE OF 225.95 FEET TO A 5/8--INCH IRON ROD WITH M.S.G. CAP FOUND FOR THE NORTHEAST CORNER OF ROSEDALE ADDITION, A PLAT OF RECORD IN VOL. 393, PG. 84, F.B.C.D.R. AND AT THE NORTHEAST TERMINUS OF LINDA DRIVE (60 FEET WIDE PER VOL. 393, PG. 94, F.B.C.D.R.);

THENCE, WITH THE NORTH LINE OF SAID ROSEDALE ADDITION THE FOLLOWING TWO (2) COURSES:

- SOUTH 86 DEGREES 47 MINUTES 36 SECONDS WEST, A DISTANCE OF 890.68 FEET TO A 3/4--INCH IRON PIPE FOUND FOR AN ANGLE POINT;
- SOUTH 87 DEGREES 09 MINUTES 32 SECONDS WEST, A DISTANCE OF 186.22 FEET TO A 3/4--INCH IRON ROD FOUND ON THE EAST LINE OF SAID 26.5379 ACRE TRACT, FOR THE NORTHWEST CORNER OF SAID ROSEDALE ADDITION AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID 26.5379 ACRE TRACT, NORTH 11 DEGREES 30 MINUTES 51 SECONDS EAST, A DISTANCE OF 914.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.80 ACRES OF LAND.



I, J. STACY SLAWINSKI, P.E., FORT BEND COUNTY ENGINEER, DO HERE CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONER'S COURT. HOWEVER NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

J. STACY SLAWINSKI, P.E.,
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS _____ DAY OF _____, 20____.

VINCENT M. MORALES, JR.
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

KP GEORGE
COUNTY JUDGE

W.A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

KEN R. DeMERCHANT
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____ DAY OF _____, 20____, AT _____ O'CLOCK _____M., IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

CHARLESTON HEIGHTS SECTION 2

A SUBDIVISION OF 42.80 ACRES OF LAND LOCATED IN THE
A.B. LANGERMAN SURVEY, ABSTRACT 456 AND MANUEL
ESCALERA SURVEY, ABSTRACT 170
FORT BEND COUNTY, TEXAS

DATE: OCTOBER 29, 2021

SCALE: 1" = 100'

188 LOTS

4 BLOCKS

9 RESERVES

OWNER:

CHARLESTON C.M.I., LTD.

10410 WINDMERE LAKES BLVD.
HOUSTON, TEXAS 77065
281--671--9000

ODYSSEY
ENGINEERING GROUP

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CELL: 713-252-8421 TPOE NO. F-17637
JUSTIN R. KING, P.E.

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TEXAS FIRM REGISTRATION NO. 10047100
BRIAN E. WILSON, R.P.L.S.

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.**

Charleston C.M.I., LTD
Houston, TX United States

Certificate Number:
2021-816850

Date Filed:
10/26/2021

Date Acknowledged:
12/28/2021

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.

22-ENG-100152
Charleston CMI , LTD - Post road contribution agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Charleston C.M.I., LTD	Houston , TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)