

Scott Shelburne, Chairman  
Anne Sundquist, Vice Chairman  
Josh Jakubik, Secretary  
Holly Knee  
Tom Mayhew  
Robert Barker III

City Administrator, Don Doering  
City Attorney, Leonard Schneider  
City Engineer, Tim Robertson  
Baxter & Woodman, Mike Kurzy  
Interim City Secretary, Christian Gable



## NOTICE OF PUBLIC MEETING PLANNING & ZONING COMMISSION

---

**AGENDA**  
**REGULAR MEETING**  
**THURSDAY, JULY 20, 2023 - 4:30 P.M.**  
Sewall Smith Council Chambers  
18111 Buddy Riley Blvd., Magnolia, Texas 77354

---

**1. CALL TO ORDER**

- a. INVOCATION
- b. PLEDGE OF ALLEGIANCE
- c. ROLL CALL AND CERTIFICATION OF QUORUM

**2. CONSENT AGENDA**

*This portion of the agenda consists of items considered to be routine and will be enacted by one motion unless separate discussion is requested by a Commission member or a citizen.*

**a. CONSIDERATION – APPROVAL OF MINUTES**

Consideration and possible action to approve the minutes of the regular meeting held June 15, 2023.

**3. CITIZENS COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC**

*(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda).*

*Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:*

- a. Statements of specific factual information given in response to an inquiry;*
- b. A recitation of existing policy in response to an inquiry;*
- c. A proposal to place the subject on a future agenda.*

**4. ANNOUNCEMENTS**

*(Hear announcements concerning items of community interest from the Board Members of the Planning Commission and City Staff for which no action will be taken or discussed.)*

**5. UPDATE ON CITY OF MAGNOLIA DEVELOPMENTS (Staff)**

- 6. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO SANDRA DEE LANE SECTION 1, PRELIMINARY PLAT, +/- 1.925 ACRES**
- 7. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO GIRASOL STREET AND RESERVE, PRELIMINARY PLAT, +/- 13.384 ACRES**
- 8. **CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO SECTION 5, FINAL PLAT, +/- 29.567 ACRES**
- 9. **PRESENTATION BY MAGNOLIA PARAGON, LLC REGARDING DEVELOPMENT AGREEMENT**
- 10. **FUTURE AGENDA ITEMS**
- 11. **ADJOURN**

The Planning & Zoning Commission of the City of Magnolia, Texas, reserves the right to adjourn into Closed Executive Session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Title 5, Chapter 551, of the Texas Government Code. 551.071(Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations about competitive matters), and 551.087 (Deliberation about Economic Development Matters).

**Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office at (281-305-0550), two working days prior to the meeting for appropriate arrangements.**

**CERTIFICATE**

I certify that a copy of the *Notice of Meeting* was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofmagnolia.com](http://www.cityofmagnolia.com), in compliance with Chapter 551, Texas Government Code.

DATE \_\_\_\_\_  
 TIME \_\_\_\_\_  
 TAKEN DOWN \_\_\_\_\_



\_\_\_\_\_  
 Christian Gable, Interim City Secretary

Scott Shelburne, Chairman  
Anne Sundquist, Vice Chairman  
Josh Jakubik, Secretary  
Holly Knee  
Tom Mayhew  
Robert Barker III



City Administrator, Don Doering  
City Attorney, Leonard Schneider  
City Engineer, Tim Robertson  
Baxter & Woodman, Mike Kurzy  
Interim City Secretary, Christian Gable

---

## **MINUTES OF THE PLANNING & ZONING COMMISSION REGULAR MEETING – JUNE 15, 2023**

A meeting of the Planning & Zoning Commission was held on June 15, 2023, beginning at 4:32pm in the Sewall Smith Council Chambers located at 18111 Buddy Riley Blvd., Magnolia, Texas 77354.

---

### **1. CALL TO ORDER**

Chairman Shelburne called the meeting to order at 4:32 pm.

a. **INVOCATION**

Tom Mayhew delivered the invocation.

b. **PLEDGE OF ALLEGIANCE**

Chairman Shelburne led the Pledge of Allegiance.

c. **ROLL CALL AND CERTIFICATION OF QUORUM**

Chairman Shelburne called roll and certified a quorum present with the following Planning & Zoning Commission members in attendance: Scott Shelburne, Anne Sundquist, Josh Jakubik, Tom Mayhew, Robert Barker.

Absent: Holly Knee

### **2. OPEN PUBLIC HEARING NOTICE OF PUBLIC HEARING**

Chairman Shelburne opened the Public Hearing at 4:34 pm and read the Notice.

#### **NOTICE OF PUBLIC HEARING**

On June 15, 2023 at 4:30 pm., City of Magnolia Planning & Zoning Commission will hold a public hearing in the Council Chambers of Magnolia City Hall, 18111 Buddy Riley, Blvd., Magnolia, Texas 77354, giving all interested persons the right to appear and be heard to discuss a rezoning to the City of Magnolia Official Zoning Map for 60.6 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100-acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas, from Auto-Urban Commercial with Mixed Residential to Auto-Urban Commercial with Semi-Urban Residential.

### **3. CLOSE PUBLIC HEARING AND CONVENE REGULAR MEETING**

Chairman Shelburne closed the public hearing at 4:35 pm and convened the regular meeting.

**4. CONSENT AGENDA**

*This portion of the agenda consists of items considered to be routine and will be enacted by one motion unless separate discussion is requested by a Commission member or a citizen.*

**a. CONSIDERATION – APPROVAL OF MINUTES**

Consideration and possible action to approve the minutes of the special meeting held May 31, 2023.

**MOTION: Upon a motion to approve the Consent Agenda made by Tom Mayhew and seconded by Anne Sundquist, the Commission members voted, and the motion carried unanimously, 4-0.**

**5. CITIZENS COMMENTS, REQUESTS OR PETITIONS FROM THE PUBLIC**

*(This agenda item provides an opportunity for citizens to address the City Council on any matter not on the agenda).*

*Comments shall be limited to three (3) minutes per person. Comments by the governing body shall be limited to:*

- a. Statements of specific factual information given in response to an inquiry;*
- b. A recitation of existing policy in response to an inquiry;*
- c. A proposal to place the subject on a future agenda.*

Resident of O’Neal Lane spoke in request for clarity regarding the annexation of Escondido to include O’Neal Lane and Sanders Cemetery Road.

**6. ANNOUNCEMENTS**

*(Hear announcements concerning items of community interest from the Board Members of the Planning Commission and City Staff for which no action will be taken or discussed.)*

Planning Coordinator Christian Gable announced the upcoming 4<sup>th</sup> of July event at Unity Park.

**7. UPDATE ON CITY OF MAGNOLIA DEVELOPMENTS (Staff)**

Chairman Shelburne announced that Wendy’s broke ground in the Heritage Green development.

Planning Coordinator Christian Gable announced that 3 new Certificates of Occupancy were issued: Heartland Dental, Half Baked Goodness, and Marco’s Pizza - all anticipating to open for business before July.

**8. CONSIDERATION AND POSSIBLE ACTION TO APPROVE REZONING TO THE CITY OF MAGNOLIA OFFICIAL ZONING MAP FOR MAGNOLIA VILLAGE**

Consideration and possible action to review and approve rezoning to the City of Magnolia Official Zoning Map for a combination of 60.6 acres of land in the Hampton Tillons Survey, Abstract 556, Montgomery County, Texas, and being a portion of the residue of the 100-acre tract described in the deed from Eddie E. Jones, et al., to E. J. Damuth recorded under Volume 326, Page 238 of the Official Public Records of Real Property of Montgomery County, Texas, from Auto-Urban Commercial with Mixed Residential to Auto-Urban Commercial with Semi-Urban Residential.

**MOTION: Upon a motion to approve rezoning to the City of Magnolia Official Zoning Map for Magnolia Village from Auto-Urban Commercial with Mixed Residential to Auto-Urban Commercial with Semi-Urban Residential made**



by Anne Sundquist and seconded by Robert Barker, the Commission members voted, and the motion carried unanimously, 4-0.

**9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO SANDRA DEE LANE SECTION 1, PRELIMINARY PLAT, +/- 1.925 ACRES**

The commissioners have the following comments and concerns regarding this project:

- What is the purpose and intention of the 1 ft reserve?
- Requested plats of adjacent property to this project for better understanding of location.
- Revise name listed as City Secretary as also mentioned on the Letter of No Objection.
- Proposed right-of-way is for Sandra Dee Lane which will be an extension of Escondido Drive. Will the same street have 2 names? If so, how and where will this happen?
- Sandra Lee Lane and Sandra Dee Lane are listed on the plat. Name needs to be revised to be consistent.

No action was taken.

**10. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ESCONDIDO GIRASOL STREET AND RESERVE, PRELIMINARY PLAT, +/- 13.384 ACRES**

No action was taken.

**11. FUTURE AGENDA ITEMS**

Anne Sundquist requested Items #9 and #10 with appropriate representation to answer questions.

**12. ADJOURN**

**MOTION: Upon a motion to adjourn made by Robert Barker and seconded by Josh Jakubik, the Commission members voted, the motion carried unanimously, and Chairman Shelburne adjourned the meeting at 5:08 pm.**

Planning & Zoning Commission

\_\_\_\_\_  
Scott Shelburne, Chairman

**CERTIFICATION**

I certify this to be a true and correct copy of the minutes of the special meeting of the City of Magnolia Planning and Zoning Commission held on June 15, 2023.

ATTEST:

\_\_\_\_\_  
Christian Gable, Interim City Secretary



June 9, 2023

Mr. Don Doering  
City Administrator  
City of Magnolia  
18111 Buddy Riley Boulevard  
Magnolia, Texas 77354

**Reference:    *Escondido Sandra Dee Lane Street Dedication Section 1 Preliminary Plat –  
Letter of No Objection  
City of Magnolia  
Baxter & Woodman Job No. 2325523.00-001***

Dear Mr. Doering:

We received the Preliminary Plat for the proposed Escondido Sandra Dee Lane Street Dedication Section 1 on June 1<sup>st</sup>, 2023. On behalf of City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. If any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes before initiating the change.

Should you have any questions or require additional information, please contact the undersigned or Michael A. Kurzy, P.E. at (281) 350-7027.

Sincerely,

Cristin Emshoff, MUP, ENV SP  
Community Planner

Baxter and Woodman, Inc.  
TBPELS Registration No. F-21783

XC:    Ms. Christian Gable – City of Magnolia – Interim City Secretary  
      Mr. Tim Robertson, PE – City of Magnolia – City Engineer  
      Mr. Zachary Zarse – LJA Engineering, Inc.  
      Ms. Karleigh Brown – Baxter and Woodman, Inc.  
      Mr. Tommy Cormier, Jr., PE – Baxter and Woodman, Inc.  
      Mr. Mike Kurzy, PE – Baxter and Woodman, Inc.



### Preliminary Plat Application Form

This form shall be submitted with each application for a preliminary plat.

#### CONTACT INFORMATION

**Applicant**

Zachary Zarse - LJA Engineering Inc.

Name

3600 W Sam Houston Parkway S, Suite 600

Street Address

Houston, Texas 77042

City, State Zip

713-580-4100

Phone

Fax

zzarse@lja.com

E-mail

**Architect (if different)**

Name

Street Address

City, State Zip

Phone

Fax

E-mail

**Property Owner (if different)**

Magnolia Escondido, LLC

Name

6046 FM 2920, Suite 512

Street Address

Spring, Texas 77379

City, State Zip

713-580-4100

Phone

Fax

E-mail

**Engineer/Land Surveyor (if different)**

Jordan Williams, P.E. - LJA Engineering Inc.

Name

1904 W Grand Parkway N, Suite 100

Street Address

Katy, Texas 77449

City, State Zip

713-657-6005

Phone

Fax

jorwilliams@lja.com

E-mail

Project Name: Escondido Sandra Dee Lane Street Dedication Sec 1 Subdivision: Escondido Reviewer: \_\_\_\_\_

**PROPERTY PROFILE**

---

Legal Description A subdivision of 1.925 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx  
(Subdivision) (Lot) (Block)

Current Zoning Semi-Urban Residential

**Present Use of Property**

Rural

---

---

**Proposed Use of the Property**

Single Family Residential

---

---

Total Area of Site 1.925

Project Name: Escondido Sandra Dee Lane Street Dedication Sec 1 Subdivision: Escondido Reviewer: \_\_\_\_\_

1. Description of existing property. If the property has been previously subdivided, provide the lot(s), block(s), and subdivision name. If the property has been subdivided, provide the metes and bounds description:

A subdivision of 1.925 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx

---



---

2. Description of proposed property change, including lot numbers, name, etc.

Escondido Sandra Dee Lane Street Dedication Sec 1 0-Lots 0-Blocks 0-Reserves

---



---

### Required Information

- Three (3) copies of the preliminary plat; minimum 20 in. x 24 in. size in blue or black line
- All fees
- One (1) Adobe Acrobat PDF of each page presented to the City for review
- Title opinion (title search) from a title guaranty company not more than 30 days old
- Three (3) original copies of a letter of transmittal
- Vicinity map
- North arrow
- Revision date
- Legal description of the parcel proposed for subdivision
- Scale
- Contour lines (at one-foot intervals)
- Tabulations that include:
  - The number of lots in the subdivision
  - The size of the parcel
  - Water available for fire protection
- Use and ownership of abutting parcels or lots
- Location and dimensions of right-of-ways, lots, utility easements, open spaces, and buffers
- Required justifications for cul-de-sacs, if cul-de-sacs are proposed
- Three (3) copies of blue or black line prints of the preliminary plans for the furnishings of water, sanitary sewer facilities, and provisions for storm sewers and general drainage facilities
- Proposed generalized use of lots (*e.g.*, mixed-use, single-family attached, multi-family, industrial, commercial or office, or institutional), provided on a separate attached description
- Location and size of proposed parks, playgrounds, civic (including church) or school sites or other special uses of land to be considered for dedication to public use, provided on a separate attached description
- If the proposed subdivision is to be constructed in several phases, a staging plan that shows how the subdivision improvements will be phased. Anticipated time lines for construction of the improvements shall be provided on a separate attached description
- Statement of proposed plans for drainage and sewage disposal/outfall, including location of proposed culverts and bridge, provided on a separate utility sheet
- If the proposed subdivision is one of several phases, conceptual plans for the other phases
- Traffic study (if necessary)

Escondido Sandra Dee Lane  
 Project Name: Street Dedication Sec 1 Subdivision: Escondido Reviewer: \_\_\_\_\_

I, Zachary Zarse (print or type name), certify with my signature below that the information included in my submittal packet is complete, true, and correct, to the best of my knowledge.



06/01/2023

Signature of Applicant

Date

Project Name: Escondido Sandra Dee Lane Street Dedication Sec 1 Subdivision: Escondido Reviewer: \_\_\_\_\_

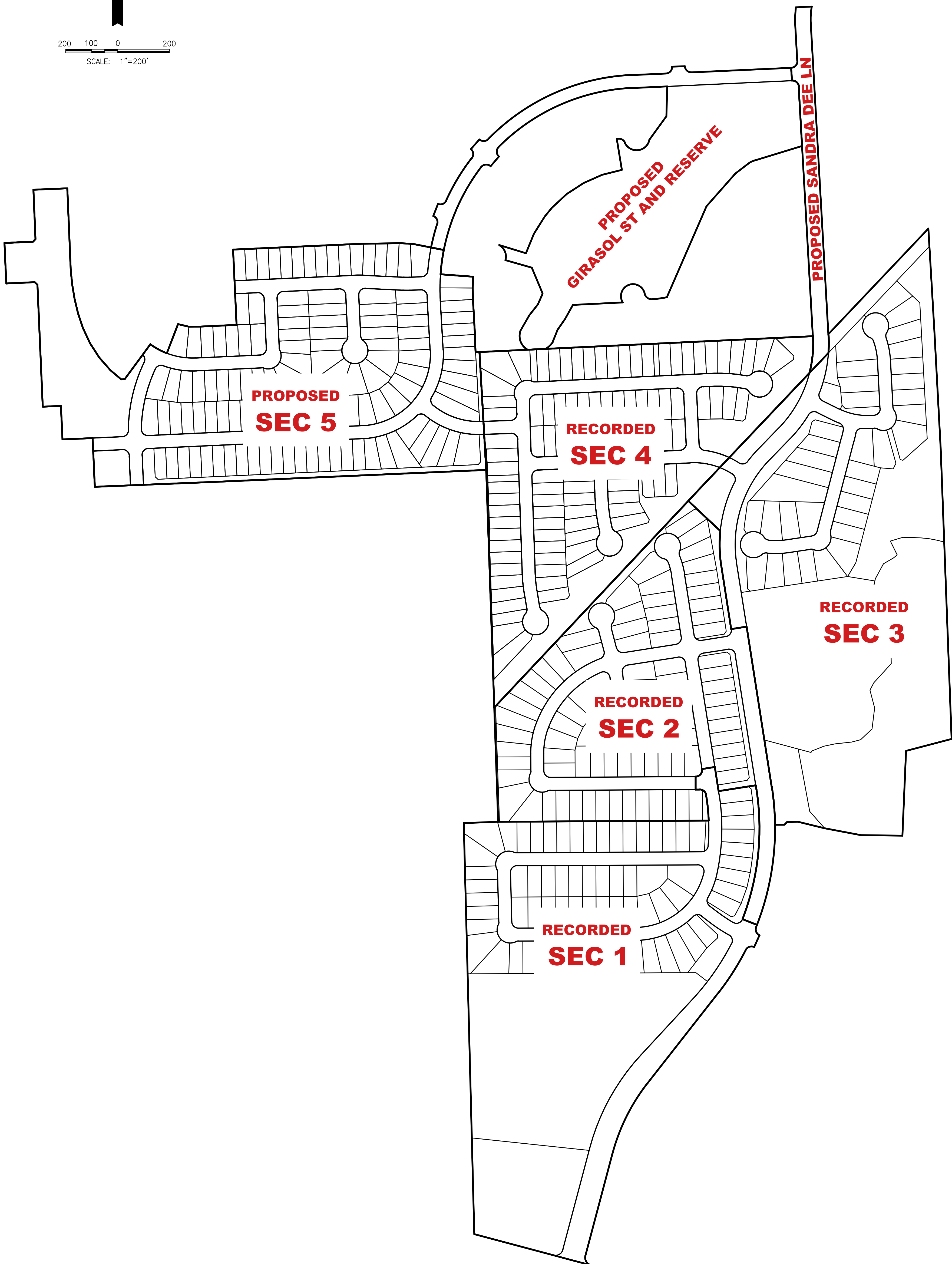
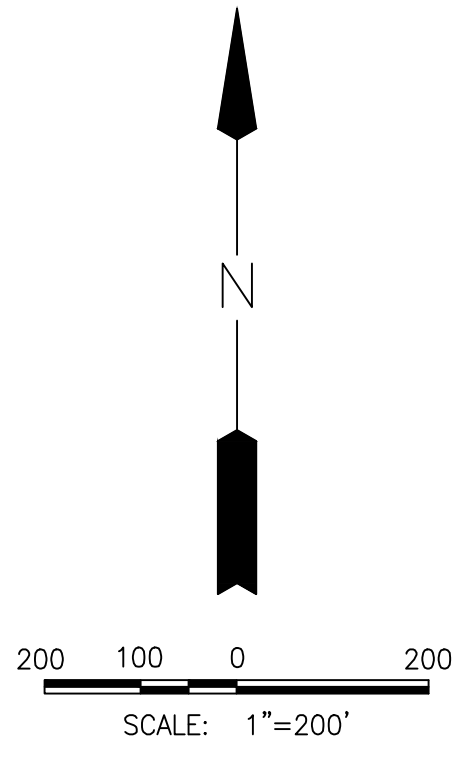
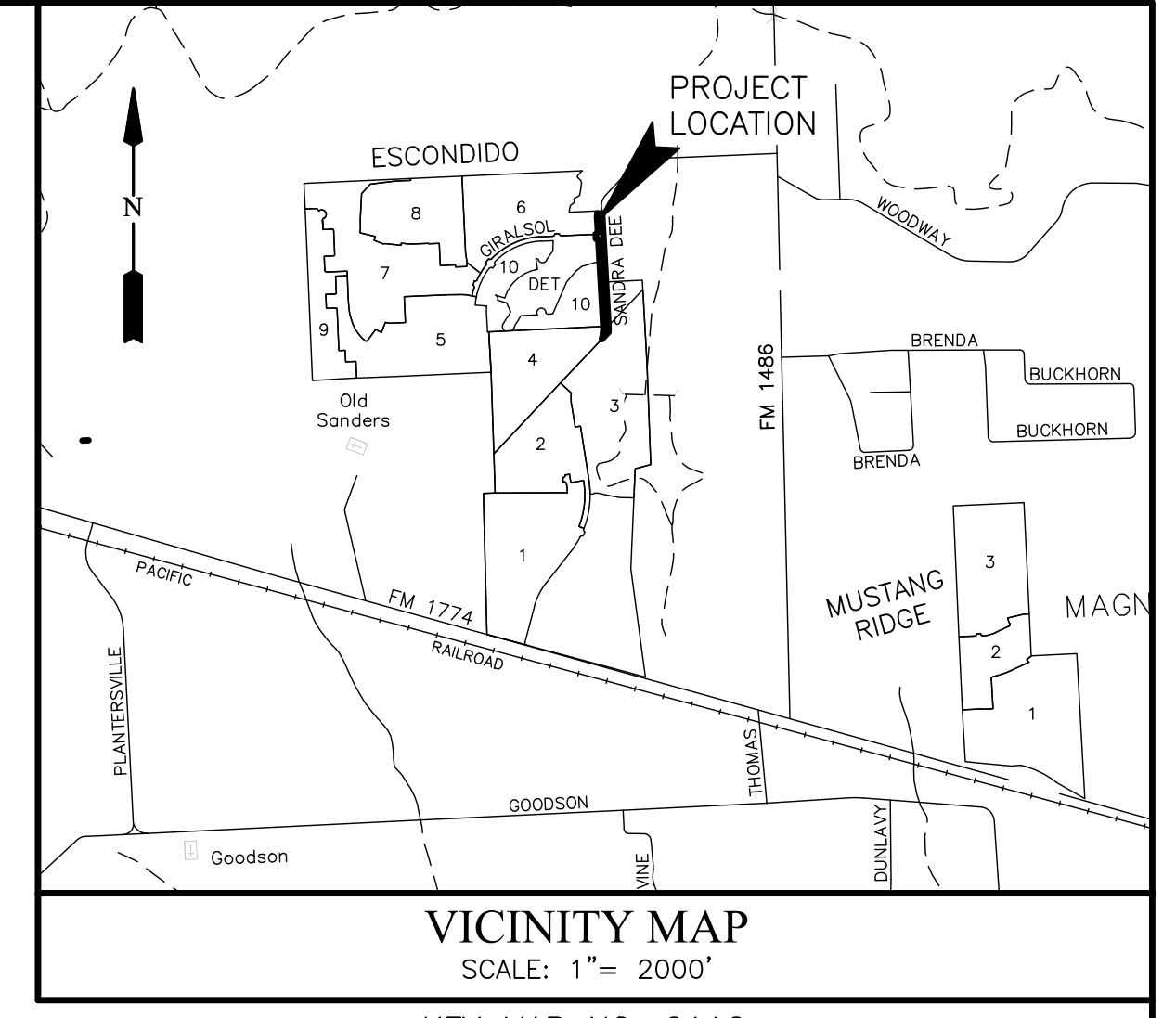
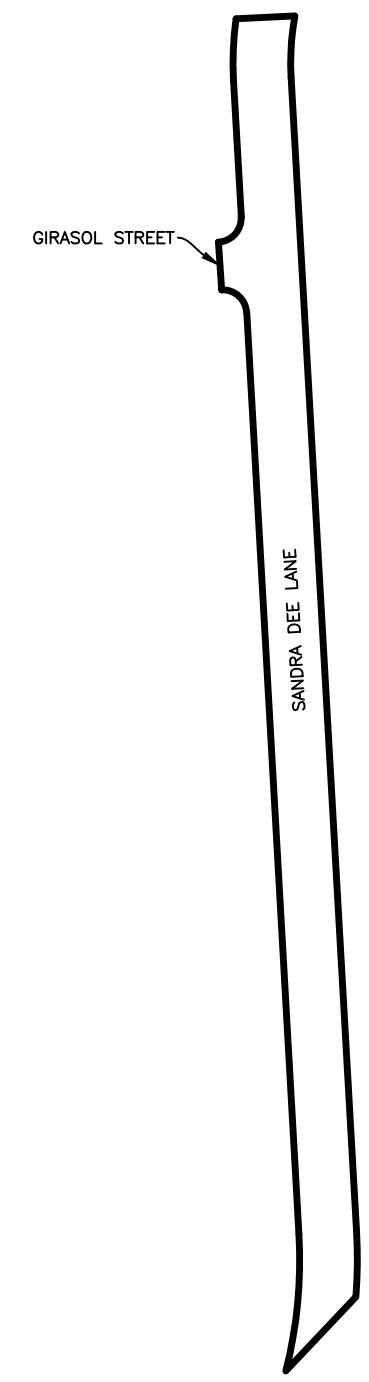
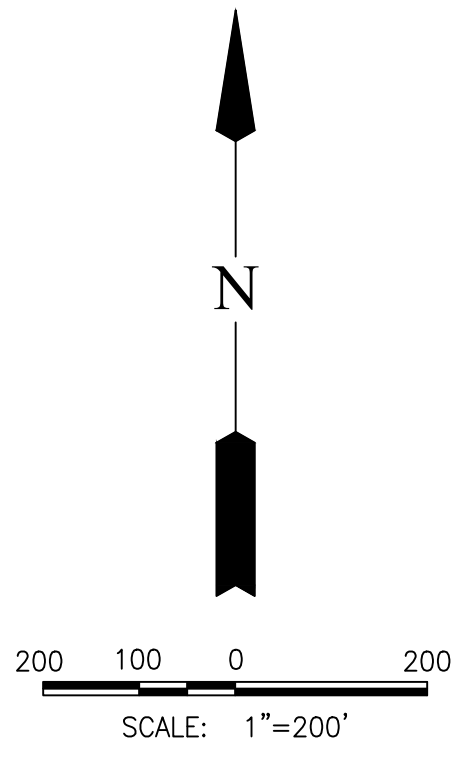


EXHIBIT OF  
ESCONDIDO  
SEC 1-5

July 12, 2023





**PRELIMINARY PLAT**  
**ESCONDIDO**  
**SANDRA DEE LANE**  
**STREET DEDICATION**  
**SECTION 1**

A SUBDIVISION OF 1.925 ACRES OF LAND SITUATED IN  
 THE JAMES PIERPONT SURVEY, ABSTRACT 426,  
 MONTGOMERY COUNTY, TEXAS.

OWNERS: MAGNOLIA ESCONDIDO, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 6046 FM 2920, SUITE 512  
 SPRING, TEXAS 77379

RANDY GILLIS AND DEBBIE GILLIS  
 802 SANDRA DEE LANE  
 MAGNOLIA, TEXAS 77355

MAGNOLIA CATSLAND, INC.  
 P.O. BOX 1037  
 MAGNOLIA, TEXAS 77355

DATE: JULY 10, 2023

0 LOTS  
 0 BLOCKS  
 0 RESERVES  
 0.000 ACRES IN RESERVES

**SURVEYOR:**  
**GBI PARTNERS**  
4724 VISTA ROAD TBPELS FIRM #10130300  
 PASADENA, TX 77505 GBSurvey@GBISurvey.com  
 PHONE: 281-499-4539 www.GBISurvey.com

**ENGINEER:**  
**LJA Engineering, Inc.**  
3600 W. Sam Houston Parkway S. Phone 713.953.5200  
 Suite 600 Fax 713.953.5026  
 Houston, Texas 77042 FRN - F-1386

Date: Thu, 13 Jul 2023 2:55pm  
 Path: I:\Proj\2023\2139\PLATING\2139\FINPLT\Escondido Sandra Dee Lane Street Dedication 1.dwg  
 MYLAR CHECK: SUR.  
 CAD: ZZ

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1, LOCATED IN THE JAMES PIERPONT SURVEY, ABSTRACT 426, MONTGOMERY COUNTY, TEXAS, AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1, HAVE COMPLIED WITH OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE MONTGOMERY COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS.

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 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, WE, MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING MONTGOMERY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF MONTGOMERY COUNTY, BY MONTGOMERY COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT).

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, LOCATED IN MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF ESCONDIDO SANDRA DEE LANE EXTENSION STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, THE MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY J. ALAN KENT, ITS GENERAL MANAGER THEREUNTO AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MAGNOLIA ESCONDIDO LLC  
A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
J. ALAN KENT, GENERAL MANAGER

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. ALAN KENT, GENERAL MANAGER OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, KYLE B. DUCKETT, 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; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE-EIGHTHS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

\_\_\_\_\_  
KYLE B. DUCKETT, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6340

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE CHAIRMAN, AND THE SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

\_\_\_\_\_  
ROBERT FRANKLIN, CHAIRMAN

\_\_\_\_\_  
KANDICE GARRETT, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SANDRA DEE LANE STREET DEDICATION SECTION 1 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE MAYOR, AND THE CITY SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

\_\_\_\_\_  
TODD KANA, MAYOR

\_\_\_\_\_  
KANDICE GARRETT, CITY SECRETARY

I, JEFF JOHNSON, P.E., COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

\_\_\_\_\_  
JEFF JOHNSON, P.E.  
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
ROBERT C. WALKER  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
CHARLIE RILEY  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
MARK KEOUGH  
COUNTY JUDGE

\_\_\_\_\_  
JAMES L. NOACK  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MATT GRAY  
COMMISSIONER, PRECINCT 4

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., AND DULY RECORDED ON \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., IN CABINET \_\_\_\_\_ SHEET \_\_\_\_\_ OF RECORD OF \_\_\_\_\_ MAP FOR SAID COUNTY.

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

\_\_\_\_\_  
L. BRANDON STEINMANN, CLERK, COUNTY COURT,  
MONTGOMERY COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

OWNERS: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

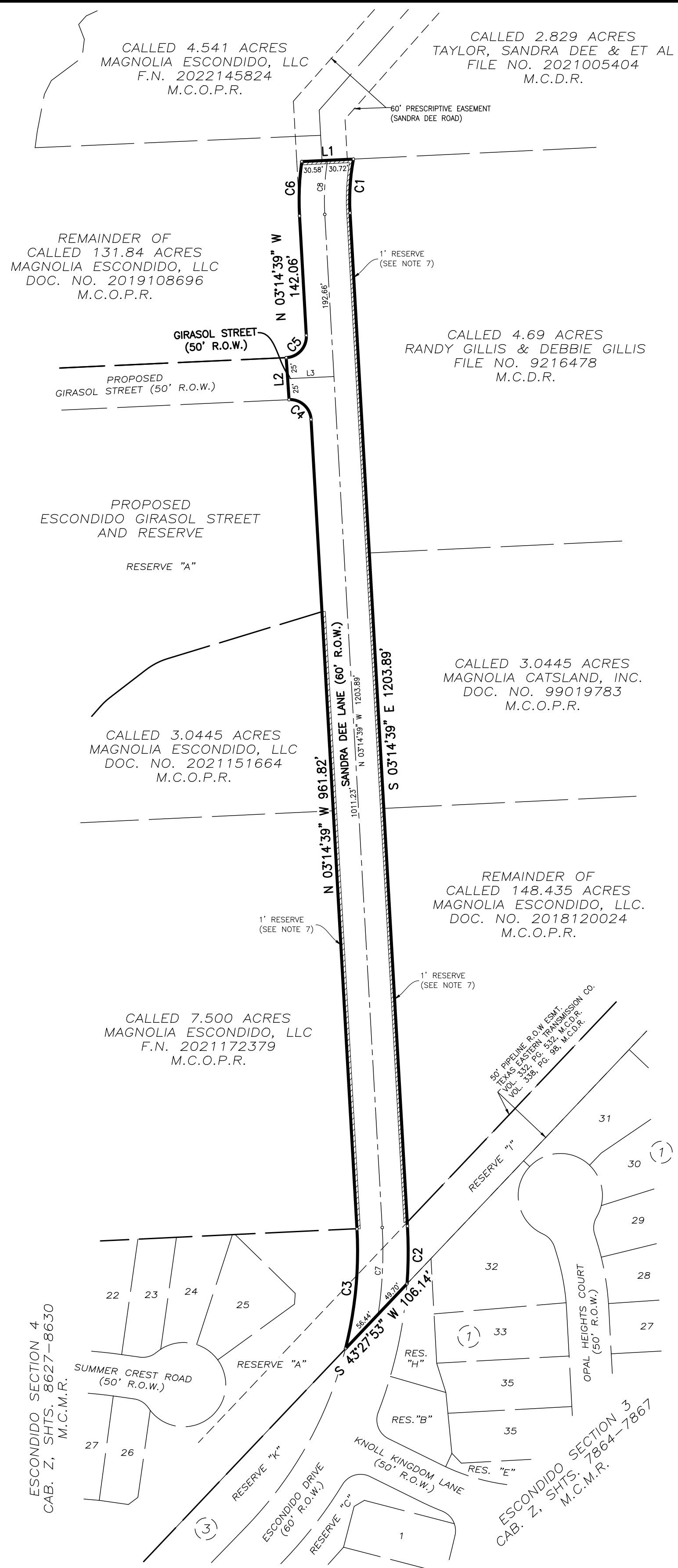
RANDY GILLIS AND DEBBIE GILLIS  
802 SANDRA DEE LANE  
MAGNOLIA, TEXAS 77355

MAGNOLIA CATSLAND, INC.  
P.O. BOX 1037  
MAGNOLIA, TEXAS 77355

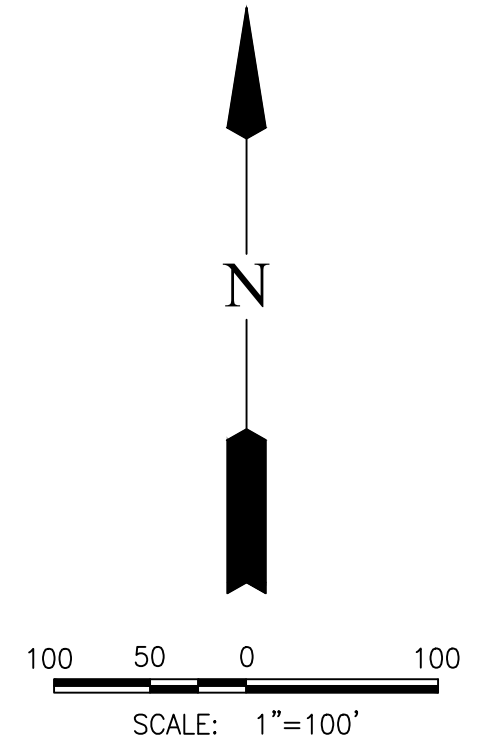
ESCONDIDO  
SANDRA DEE LANE  
STREET DEDICATION  
SECTION 1

SHEET 2 OF 3

Date: 13 Jul 2023 2:55:30 PM  
Path: I:\proj\ask\PLATTING\2139\FINPLT\Escondido Sandra Dee Lane Street Dedication 1.dwg  
MYLAR CHECK: SUR  
CAD: ZZ



- LEGEND**
- B.L. INDICATES BUILDING LINE
  - STM.S.E. INDICATES STORM SEWER EASEMENT
  - S.S.E. INDICATES SANITARY SEWER EASEMENT
  - W.L.E. INDICATES WATER LINE EASEMENT
  - U.E. INDICATES UTILITY EASEMENT
  - F.N. INDICATES FILE NUMBER
  - M.C.D.R. INDICATES MONTGOMERY COUNTY DEED RECORDS
  - M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
  - M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
  - M.C.O.P.R.P. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
  - R.O.W. INDICATES RIGHT-OF-WAY
  - VOL. INDICATES VOLUME
  - PG. INDICATES PAGE
  - CAB. INDICATES CABINET
  - SHTS. INDICATES SHEETS
  - DOC. NO. INDICATES DOCUMENT NUMBER
  - RES. INDICATES RESERVE



**NOTES:**

1. ALL BEARINGS ARE REFERENCED TO THE STATE PLANE GRID COORDINATES, CENTRAL ZONE, NAD 83 (EPOCH 2010.00)
2. THE COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES, NAD83 (2001 ADJ.) AND MAY BE BROUGHT TO SURFACE BY DIVIDING THE FOLLOWING COMBINED ADJUSTMENT FACTOR 0.99996413094.
3. PRIMARY BENCHMARK: A 1281 (NGS PID: BL1869) BRASS DISC STAMPED A 1281 1978 LOCATED ALONG THE WEST SIDE OF NICHOLS SAWMILL ROAD, 26 FEET WEST OF PAVEMENT, AND APPROXIMATELY 550 FEET SOUTH OF UNITY PARK DRIVE. PUBLISHED ELEVATION=231.8' NAVD88
4. FIVE-EIGHTHS (5/8) INCH IRON RODS WITH PLASTIC CAP STAMPED "GBI PARTNERS" AND THREE (3) FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
5. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48339C0475G, REVISED AUGUST 18, 2014, THE SUBJECT TRACT LIES WITHIN ZONE "X" (UNSHADED) AND ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN. "GBI PARTNERS" AND "LJA ENGINEERING" DO NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS."
6. THE PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT ARE AS SHOWN.
7. ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED 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 HEIRS, ASSIGNS OR SUCCESSORS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°16'37" E	61.30'
L2	N 03°51'47" W	50.01'
L3	N 87°22'29" E	55.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	270.00'	13°37'35"	64.21'	S 03°34'08" W	64.06'
C2	530.00'	7°24'17"	68.50'	S 00°27'29" W	68.45'
C3	470.00'	17°28'06"	143.29'	N 05°29'24" E	142.74'
C4	25.00'	89°22'52"	39.00'	N 47°56'05" W	35.16'
C5	25.00'	90°37'08"	39.54'	N 42°03'55" E	35.55'
C6	330.00'	11°12'44"	64.58'	N 02°21'43" E	64.48'
C7	500.00'	11°48'57"	103.11'	N 02°39'49" E	102.93'
C8	300.00'	12°17'46"	64.38'	S 02°54'14" W	64.26'

**OWNERS:** MAGNOLIA ESCONDIDO, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 6046 FM 2920, SUITE 512  
 SPRING, TEXAS 77379

RANDY GILLIS AND DEBBIE GILLIS  
 802 SANDRA DEE LANE  
 MAGNOLIA, TEXAS 77355

MAGNOLIA CATSLAND, INC.  
 P.O. BOX 1037  
 MAGNOLIA, TEXAS 77355

ESCONDIDO  
 SANDRA DEE LANE  
 STREET DEDICATION  
 SECTION 1

Date: Thu, 13 Jul 2023 2:55pm  
 Path: I:\Projects\PLATTING\2139\FINPLT\Escondido Sandra Dee Lane Street Dedication 1.dwg  
 MYLAR CHECK: SUR.  
 CAD: ZZ

June 9, 2023

Mr. Don Doering  
City Administrator  
City of Magnolia  
18111 Buddy Riley Boulevard  
Magnolia, Texas 77354

**Reference:    *Escondido Girasol St. and Reserve Preliminary Plat – Letter of No Objection***  
***City of Magnolia***  
***Baxter & Woodman Job No. 2325524.00-001***

Dear Mr. Doering:

We received the Preliminary Plat for the proposed Escondido Girasol St. and Reserve on June 1<sup>st</sup>, 2023. On behalf of the City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. With the final plat submittal, please change the personnel for the Interim City Secretary to Christian Gable.
2. If any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes before initiating the change.

Should you have any questions or require additional information, please contact the undersigned or Michael A. Kurzy, P.E. at (281) 350-7027.

Sincerely,



Cristin Emshoff, MUP, ENV SP  
Community Planner

Baxter and Woodman, Inc.  
TBPELS Registration No. F-21783

XC:    Ms. Christian Gable – City of Magnolia – Interim City Secretary  
      Mr. Tim Robertson, PE – City of Magnolia – City Engineer  
      Mr. Zachary Zarse – LJA Engineering, Inc.  
      Ms. Karleigh Brown – Baxter and Woodman, Inc.  
      Ms. Cecily Cunz – Baxter and Woodman, Inc.  
      Mr. Tommy Cormier, Jr., PE – Baxter and Woodman, Inc.



### Preliminary Plat Application Form

This form shall be submitted with each application for a preliminary plat.

#### CONTACT INFORMATION

**Applicant**

Zachary Zarse - LJA Engineering Inc.

Name

3600 W Sam Houston Parkway S, Suite 600

Street Address

Houston, Texas 77042

City, State Zip

713-580-4100

Phone

Fax

zzarse@lja.com

E-mail

**Architect (if different)**

Name

Street Address

City, State Zip

Phone

Fax

E-mail

**Property Owner (if different)**

Magnolia Escondido, LLC

Name

6046 FM 2920, Suite 512

Street Address

Spring, Texas 77379

City, State Zip

713-580-4100

Phone

Fax

E-mail

**Engineer/Land Surveyor (if different)**

Jordan Williams, P.E. - LJA Engineering Inc.

Name

1904 W Grand Parkway N, Suite 100

Street Address

Katy, Texas 77449

City, State Zip

713-657-6005

Phone

Fax

jorwilliams@lja.com

E-mail

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: \_\_\_\_\_

**PROPERTY PROFILE**

---

Legal Description A subdivision of 13.384 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx  
(Subdivision) (Lot) (Block)

Current Zoning Semi-Urban Residential

**Present Use of Property**

Rural  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Use of the Property**

Single Family Residential  
\_\_\_\_\_  
\_\_\_\_\_

Total Area of Site 13.384

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: \_\_\_\_\_

1. Description of existing property. If the property has been previously subdivided, provided the lot(s), block(s), and subdivision name. If the property has been subdivided, provide the metes and bounds description:

A subdivision of 13.384 acres of land situated in the James Pierpont Survey, Abstract 426, Montgomery County, Tx

---



---



---

2. Description of proposed property change, including lot numbers, name, etc.

Escondido Girasol Street and Reserve 0- Lots 0-Blocks 1-Reserve 11.318- Acres in Reserve

---



---



---

### Required Information

- Three (3) copies of the preliminary plat; minimum 20 in. x 24 in. size in blue or black line
- All fees
- One (1) Adobe Acrobat PDF of each page presented to the City for review
- Title opinion (title search) from a title guaranty company not more than 30 days old
- Three (3) original copies of a letter of transmittal
- Vicinity map
- North arrow
- Revision date
- Legal description of the parcel proposed for subdivision
- Scale
- Contour lines (at one-foot intervals)
- Tabulations that include:
  - The number of lots in the subdivision
  - The size of the parcel
  - Water available for fire protection
- Use and ownership of abutting parcels or lots
- Location and dimensions of right-of-ways, lots, utility easements, open spaces, and buffers
- Required justifications for cul-de-sacs, if cul-de-sacs are proposed
- Three (3) copies of blue or black line prints of the preliminary plans for the furnishings of water, sanitary sewer facilities, and provisions for storm sewers and general drainage facilities
- Proposed generalized use of lots (*e.g.*, mixed-use, single-family attached, multi-family, industrial, commercial or office, or institutional), provided on a separate attached description
- Location and size of proposed parks, playgrounds, civic (including church) or school sites or other special uses of land to be considered for dedication to public use, provided on a separate attached description
- If the proposed subdivision is to be constructed in several phases, a staging plan that shows how the subdivision improvements will be phased. Anticipated time lines for construction of the improvements shall be provided on a separate attached description
- Statement of proposed plans for drainage and sewage disposal/outfall, including location of proposed culverts and bridge, provided on a separate utility sheet
- If the proposed subdivision is one of several phases, conceptual plans for the other phases
- Traffic study (if necessary)

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: \_\_\_\_\_



I, Zachary Zarse (print or type name), certify with my signature below that the information included in my submittal packet is complete, true, and correct, to the best of my knowledge.

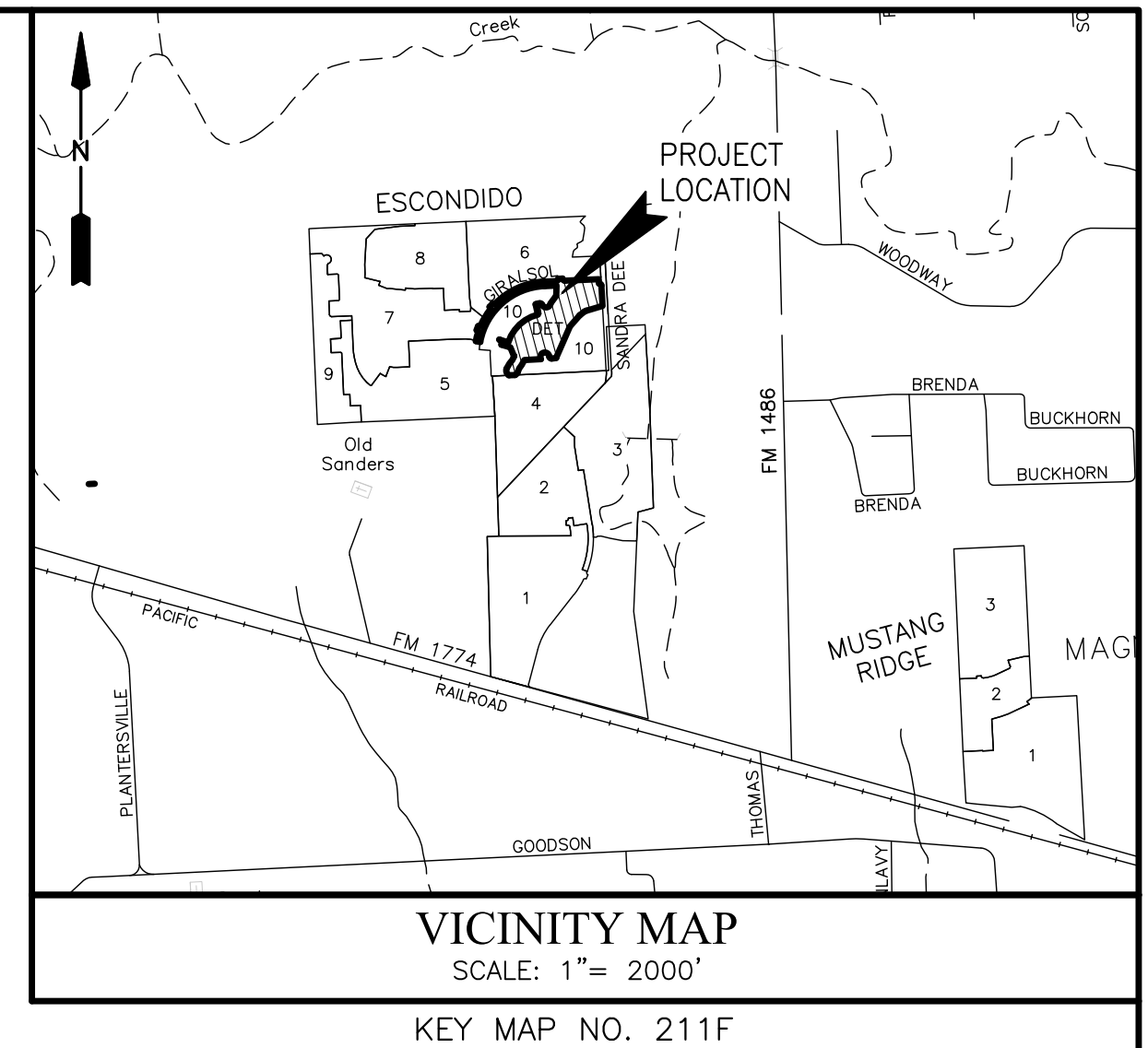
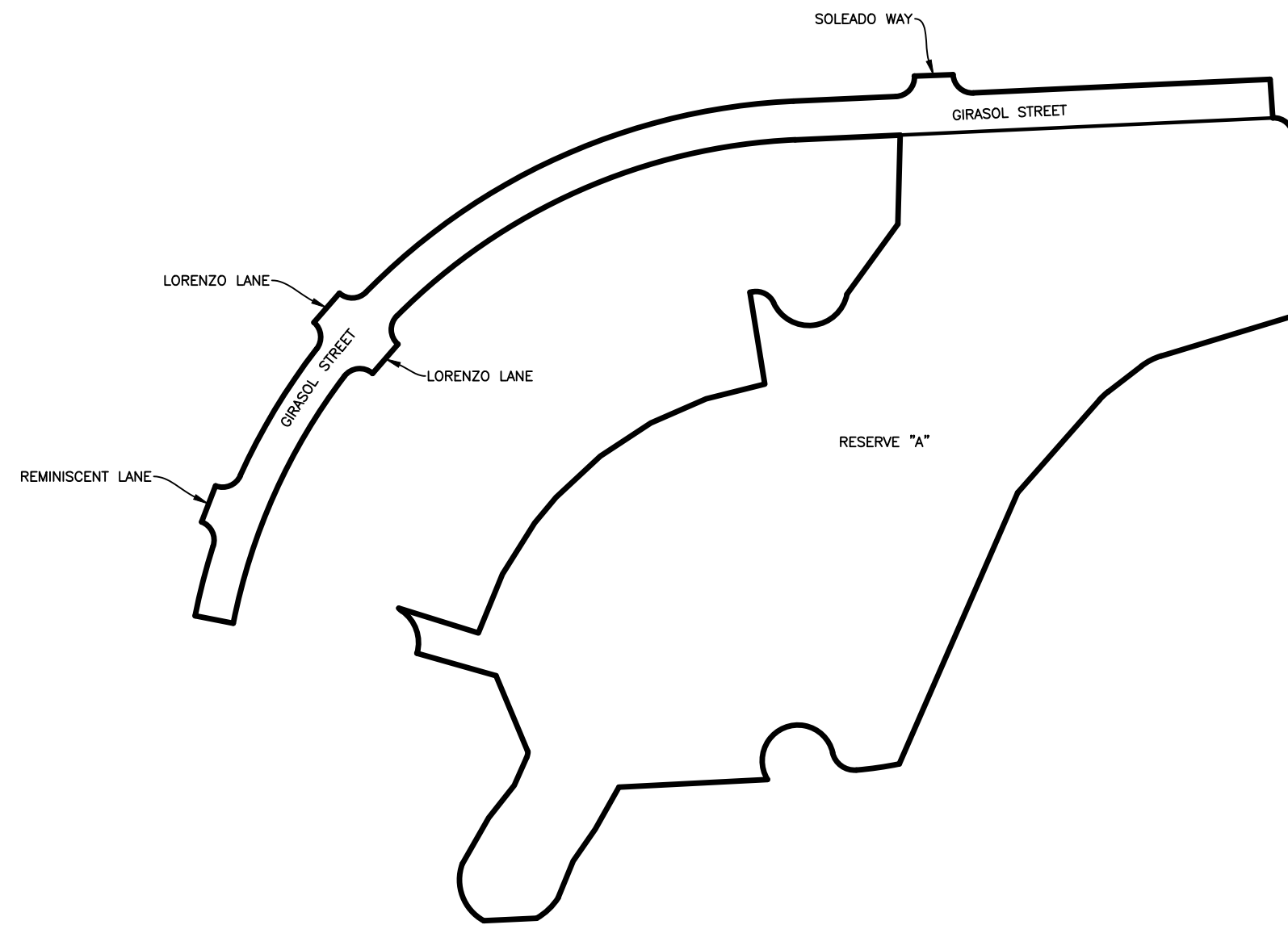
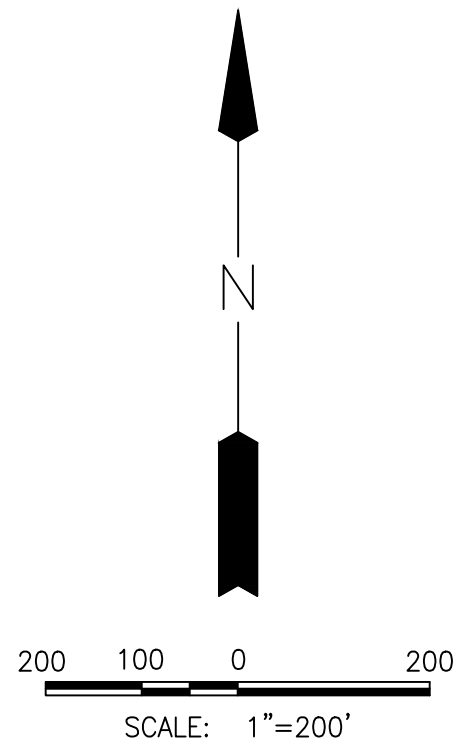
*Zachary Zarse*

06/01/2023

Signature of Applicant

Date

Project Name: Escondido Girasol Street and Reserve Subdivision: Escondido Reviewer: \_\_\_\_\_



**PRELIMINARY PLAT**  
**ESCONDIDO**  
**GIRASOL STREET AND RESERVE**

A SUBDIVISION OF 13.384 ACRES OF LAND SITUATED IN  
 THE JAMES PIERPOINT SURVEY, ABSTRACT 426,  
 MONTGOMERY COUNTY, TEXAS.

OWNERS: MAGNOLIA ESCONDIDO, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 6046 FM 2920, SUITE 512  
 SPRING, TEXAS 77379

DATE: JULY 12, 2023

0 LOTS  
 0 BLOCKS  
 1 RESERVE  
 11.318 ACRES IN RESERVES



SURVEYOR:  
**GBI PARTNERS**  
 4724 VISTA ROAD TBPELS FIRM #10130300  
 PASADENA, TX 77505 GBISurvey@GBISurvey.com  
 PHONE: 281-499-4539 www.GBISurvey.com

ENGINEER:  
**LJA Engineering, Inc.**   
 3600 W Sam Houston Parkway S Phone 713.953.5200  
 Suite 600 Fax 713.953.5026  
 Houston, Texas 77042 FRN - F-1386

Date: 13 Jul 2023 3:07 PM  
 Path: I:\Projects\PLATTING\2139\FINPLT\Escondido Girasol Street and Reserves.dwg  
 MYLAR CHECK: COORD DIR:

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO GIRASOL STREET AND RESERVE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS ESCONDIDO GIRASOL STREET AND RESERVE, LOCATED IN THE JAMES PIERPONT SURVEY, ABSTRACT 426, MONTGOMERY COUNTY, TEXAS, AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO GIRASOL STREET AND RESERVE, HAVE COMPLIED WITH OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE MONTGOMERY COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS.

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 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, WE, MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING MONTGOMERY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF MONTGOMERY COUNTY, BY MONTGOMERY COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT).

WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, LOCATED IN MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF ESCONDIDO GIRASOL STREET AND RESERVE WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, THE MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY J. ALAN KENT, ITS GENERAL MANAGER THEREUNTO AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MAGNOLIA ESCONDIDO LLC  
A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
J. ALAN KENT, GENERAL MANAGER

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. ALAN KENT, GENERAL MANAGER OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, KYLE B. DUCKETT, 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; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE-EIGHTHS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

\_\_\_\_\_  
KYLE B. DUCKETT, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6340

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO GIRASOL STREET AND RESERVE AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE CHAIRMAN, AND THE SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

\_\_\_\_\_  
ROBERT FRANKLIN, CHAIRMAN

\_\_\_\_\_  
CHRISTIAN GABLE, INTERIM CITY SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO GIRASOL STREET AND RESERVE AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE MAYOR, AND THE CITY SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

\_\_\_\_\_  
TODD KANA, MAYOR

\_\_\_\_\_  
CHRISTIAN GABLE, INTERIM CITY SECRETARY

I, JEFF JOHNSON, P.E., COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

\_\_\_\_\_  
JEFF JOHNSON, P.E.  
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
ROBERT C. WALKER  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
CHARLIE RILEY  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
MARK KEOUGH  
COUNTY JUDGE

\_\_\_\_\_  
JAMES L. NOACK  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MATT GRAY  
COMMISSIONER, PRECINCT 4

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, L. BRANDON STEINMANN, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., AND DULY RECORDED ON \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., IN CABINET \_\_\_\_\_ SHEET \_\_\_\_\_ OF RECORD OF \_\_\_\_\_ MAP FOR SAID COUNTY.

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

\_\_\_\_\_  
L. BRANDON STEINMANN, CLERK, COUNTY COURT,  
MONTGOMERY COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

OWNERS: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

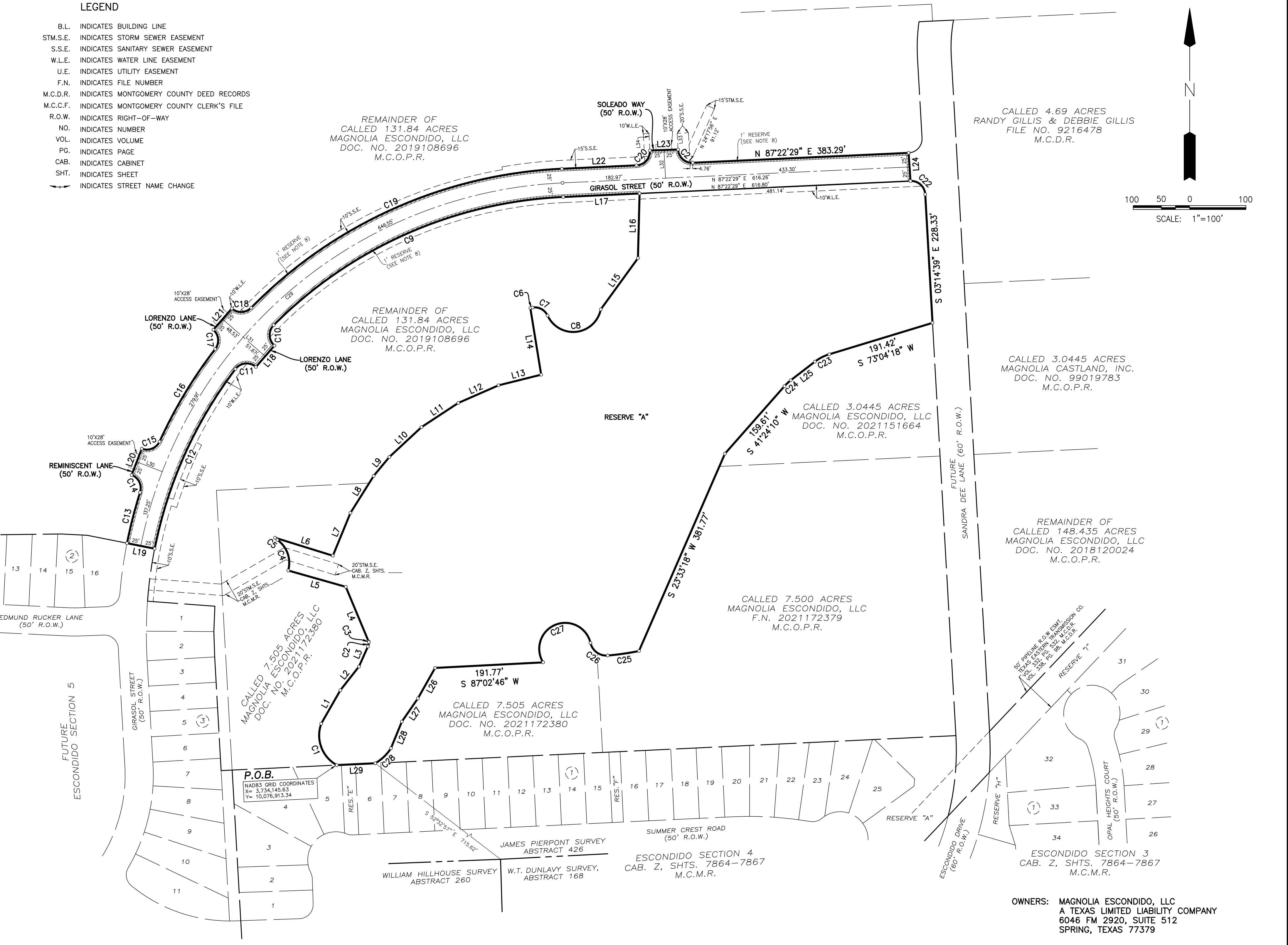
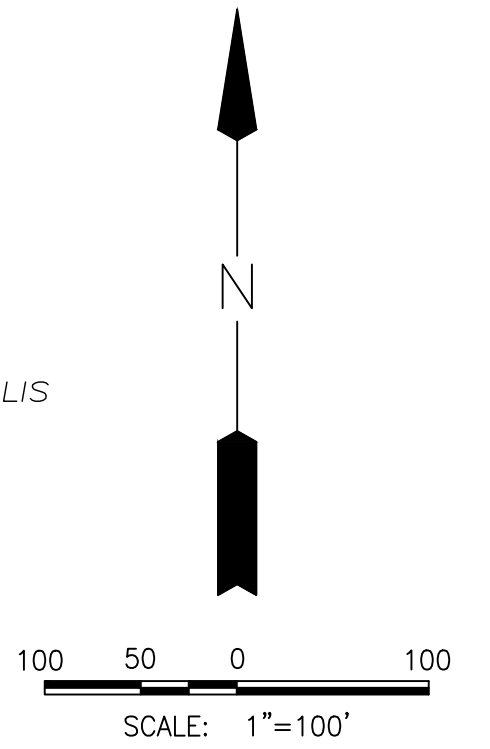
ESCONDIDO  
GIRASOL STREET AND RESERVE

SHEET 2 OF 4

DIR: \_\_\_\_\_  
MYLAR CHECK: COORD \_\_\_\_\_  
Date: Thu Jul 13 2023 3:08pm  
Path: I:\projdesk\PLATTING\2139\FINPLT\Escondido Girasol Street and Reserves.dwg

**LEGEND**

- B.L. INDICATES BUILDING LINE
- STM.S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.D.R. INDICATES MONTGOMERY COUNTY DEED RECORDS
- M.C.C.F. INDICATES MONTGOMERY COUNTY CLERK'S FILE
- R.O.W. INDICATES RIGHT-OF-WAY
- NO. INDICATES NUMBER
- VOL. INDICATES VOLUME
- PG. INDICATES PAGE
- CAB. INDICATES CABINET
- SHT. INDICATES SHEET
- ↔ INDICATES STREET NAME CHANGE



RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	11.324	493,273	RESTRICTED TO DETENTION

**OWNERS:** MAGNOLIA ESCONDIDO, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 6046 FM 2920, SUITE 512  
 SPRING, TEXAS 77379

Date/Time : Thu, 13 Jul 2023 3:08pm  
 Path/Name : I:\Projects\PLATTING\2139\FINPLT\Escondido Girasol Street and Reserves.dwg  
 MYLAR CHECK: COORD DIR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°47'48" E	68.39'
L2	N 38°10'09" E	53.39'
L3	N 24°04'48" E	39.02'
L4	N 22°38'54" W	104.96'
L5	N 74°12'55" W	106.16'
L6	S 72°44'30" E	107.51'
L7	N 22°19'02" E	82.01'
L8	N 32°11'08" E	77.97'
L9	N 39°38'53" E	43.05'
L10	N 47°06'38" E	77.97'
L11	N 56°43'47" E	77.97'
L12	N 66°20'55" E	77.97'
L13	N 75°58'04" E	77.97'
L14	N 09°13'22" W	120.00'
L15	N 35°58'44" E	112.15'
L16	N 01°28'05" E	114.89'
L17	S 87°22'29" W	135.67'
L18	S 41°04'08" W	50.00'
L19	N 78°48'29" W	50.00'
L20	N 21°01'19" E	50.00'
L21	N 41°04'08" E	50.00'
L22	N 87°22'29" E	132.42'
L23	N 87°59'36" E	50.01'
L24	S 03°51'47" E	50.01'
L25	S 52°24'21" W	54.02'
L26	S 29°25'37" W	62.11'
L27	S 34°40'58" W	50.07'
L28	S 22°16'25" W	51.02'
L29	S 87°16'27" W	68.30'
L30	N 68°58'41" W	48.53'
L31	N 48°55'52" W	100.20'
L32	N 03°14'39" W	50.00'
L33	S 03°14'39" E	28.72'
L34	N 03°14'39" W	30.14'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	60.00'	81°38'53"	85.50'	N 20°38'19" W	78.45'
C2	20.00'	22°33'01"	7.87'	N 12°48'18" E	7.82'
C3	80.00'	1°03'34"	1.48'	N 23°10'41" W	1.48'
C4	50.00'	70°27'16"	61.48'	N 19°25'59" W	57.68'
C5	25.00'	13°02'20"	5.69'	N 48°08'27" W	5.68'
C6	585.00'	0°23'45"	4.04'	N 80°58'31" E	4.04'
C7	25.00'	74°06'32"	32.34'	S 61°46'21" E	30.13'
C8	50.00'	143°49'33"	125.51'	N 83°22'09" E	95.06'
C9	775.00'	42°29'00"	574.64'	S 66°07'59" W	561.57'
C10	25.00'	93°49'21"	40.94'	S 02°01'12" E	36.51'
C11	25.00'	93°49'21"	40.94'	S 84°09'27" W	36.51'
C12	775.00'	26°03'16"	352.42'	S 24°13'09" W	349.39'
C13	825.00'	6°27'28"	92.98'	N 14°25'15" E	92.94'
C14	25.00'	86°37'40"	37.80'	N 25°39'51" W	34.30'
C15	25.00'	86°37'40"	37.80'	N 67°42'29" E	34.30'
C16	825.00'	13°18'09"	191.54'	N 31°02'43" E	191.11'
C17	25.00'	86°37'40"	37.80'	N 05°37'02" W	34.30'
C18	25.00'	86°37'40"	37.80'	N 87°45'18" E	34.30'
C19	825.00'	42°56'01"	618.20'	N 65°54'28" E	603.84'
C20	25.00'	90°37'06"	39.54'	N 42°03'54" E	35.55'
C21	25.00'	89°22'50"	39.00'	S 47°56'04" E	35.16'
C22	25.00'	89°22'52"	39.00'	S 47°56'05" E	35.16'
C23	80.00'	20°39'57"	28.85'	S 62°44'20" W	28.70'
C24	80.00'	11°00'11"	15.36'	S 46°54'16" W	15.34'
C25	526.59'	6°05'30"	55.99'	S 81°49'50" W	55.96'
C26	29.00'	81°42'17"	41.35'	N 53°58'31" W	37.94'
C27	46.00'	198°24'11"	159.29'	S 67°40'33" W	90.82'
C28	80.00'	27°52'15"	38.91'	S 46°21'29" W	38.53'
C29	800.00'	76°10'58"	1063.71'	N 49°17'00" E	987.07'

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE STATE PLANE GRID COORDINATES, CENTRAL ZONE, NAD 83 (EPOCH 2010.00)
- THE COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES, NAD83 (2001 ADJ.) AND MAY BE BROUGHT TO SURFACE BY DIVIDING THE FOLLOWING COMBINED ADJUSTMENT FACTOR 0.99996413094.
- PRIMARY BENCHMARK: A 1281 (NGS PID: BL1869) BRASS DISC STAMPED A 1281 1978 LOCATED ALONG THE WEST SIDE OF NICHOLS SAWMILL ROAD, 26 FEET WEST OF PAVEMENT, AND APPROXIMATELY 550 FEET SOUTH OF UNITY PARK DRIVE. PUBLISHED ELEVATION=231.8' NAVD88
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY CHARTER TITLE COMPANY, FILE NO. 2022-0646, DATED MAY 31, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- FIVE-EIGHTHS (5/8) INCH IRON RODS WITH PLASTIC CAP STAMPED "GBI PARTNERS" AND THREE (3) FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48339C0475G, REVISED AUGUST 18, 2014, THE SUBJECT TRACT LIES WITHIN ZONE "X" (UNSHADED) AND ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN. "GBI PARTNERS" AND "LJA ENGINEERING" DO NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS."
- THE PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT ARE AS SHOWN.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED 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 HEIRS, ASSIGNS OR SUCCESSORS.

OWNERS: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

ESCONDIDO  
GIRASOL STREET AND RESERVE

SHEET 4 OF 4

July 10, 2023

Mr. Don Doering  
City Administrator  
City of Magnolia  
18111 Buddy Riley Boulevard  
Magnolia, Texas 77354

**Reference: Escondido Section 5 Final Plat – Letter of No Objection  
City of Magnolia  
Baxter & Woodman Job No. 221390.80-001**

Dear Mr. Doering:

We received the final plat for the proposed Escondido Section 5 on June 28, 2023. On behalf of the City of Magnolia (the “City”), we have reviewed the submitted documents and offer no objection to the approval of this project, subject to the following comments:

1. If any portion of this development may change at a future date, the City reserves the right to review and approve the proposed changes before initiating the change.

Should you have any questions or require additional information, please contact the undersigned or Michael A. Kurzy, P.E. at (281) 350-7027.

Sincerely,



Cristin Emshoff, MUP, ENV SP  
Community Planner

Baxter and Woodman, Inc.  
TBPELS Registration No. F-21783

XC: Ms. Christian Gable – City of Magnolia – Interim City Secretary  
Mr. Tim Robertson, PE – City of Magnolia – City Engineer  
Mr. Zachary Zarse – LJA Engineering, Inc.  
Ms. Karleigh Brown – Baxter and Woodman, Inc.  
Mr. Tommy Cormier, Jr., PE – Baxter and Woodman, Inc.  
Mr. Mike Kurzy, PE – Baxter and Woodman, Inc.



## Final Plat Application Form

This form shall be submitted with each application for a final plat.

Applications must be received by the first Monday of the month to be considered by the Planning and Zoning Commission in the same month.

### CONTACT INFORMATION

#### Applicant

Alexis Santibanes

Name

3600 W Sam Houston S Pkwy, Suite 600

Street Address

Houston, TX 77042

City, State Zip

713-580-4179

Phone

Fax

asantibanes@lja.com

E-mail

#### Architect (if different)

Name

Street Address

City, State Zip

Phone

Fax

E-mail

#### Property Owner (if different)

Magnolia Escondido, LLC

Name

6046 FM 2920, Suite 512

Street Address

Spring, TX 77379

City, State Zip

713-580-4179

Phone

Fax

asantibanes@lja.com

E-mail

#### Engineer/Land Surveyor (if different)

Ciro Ariza

Name

1904 W Grand Parkway N, Suite 100

Street Address

Katy, TX 77449

City, State Zip

713-913-5293

Phone

Fax

cariza@lja.com

E-mail

Subdivision: Escondido

Reviewer:



**PROPERTY PROFILE**

---

Property ID # R50829

Legal Description 29.567 acres in the James Pierpont Survey, Abstract 426, Montgomery County, Texas  
(Subdivision) (Lot) (Block)

Current Zoning semi-urban residential

Present Use of Property  
Rural

---

Proposed Use of the Property  
Single Family Residential

---

Total Area of Site 29.567 acres

1. Description of existing property. If the property has been previously subdivided, provide the lot(s), block(s), and subdivision name. If the property has been subdivided, provide the metes and bounds description:

29.567 acres in the James Pierpont Survey, Abstract 426, Montgomery County, Texas

---



---

2. Description of proposed property change, including lot numbers, name, etc.

Escondido Section 5- 123 Lots, 5 Blocks, 5 Reserves

---



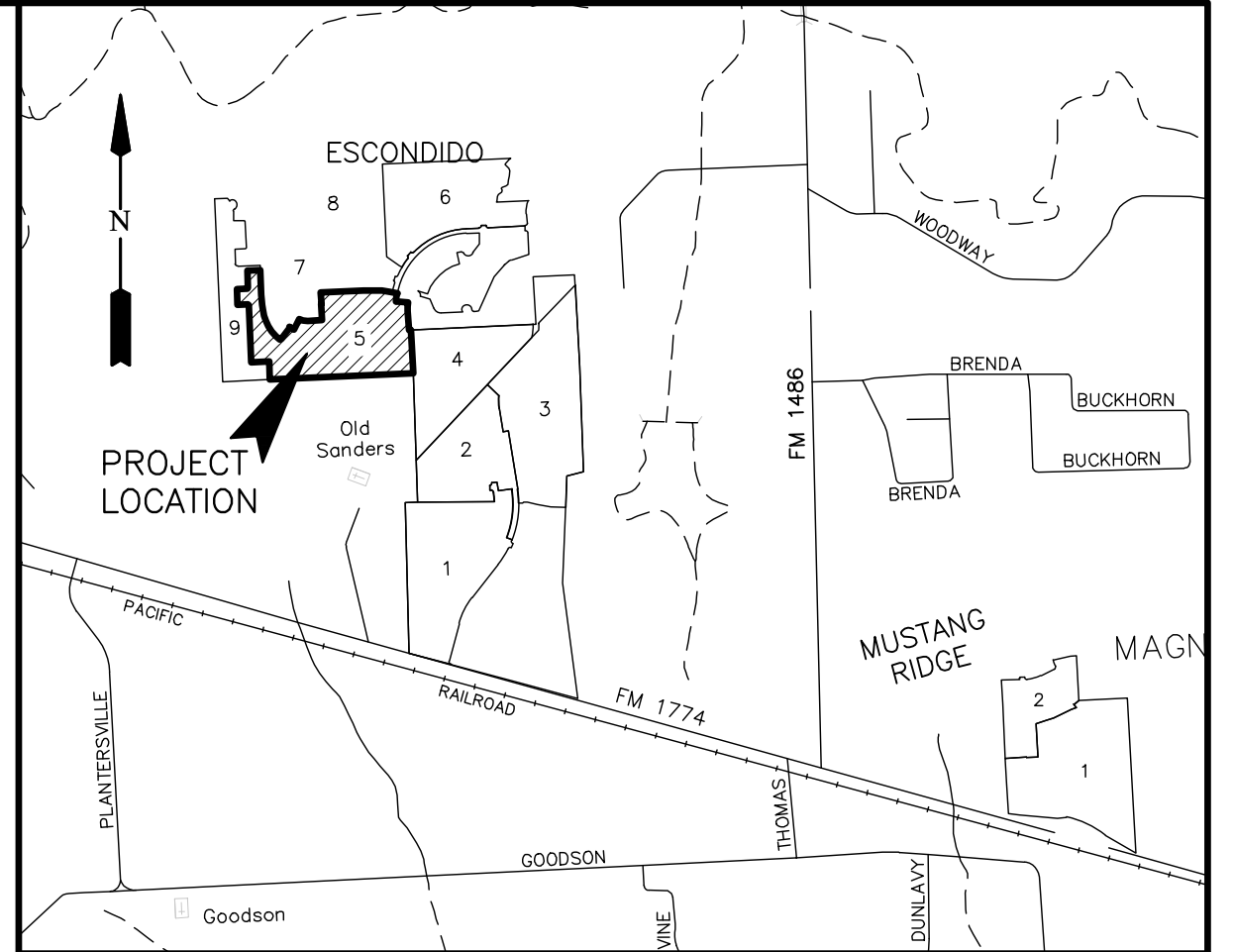
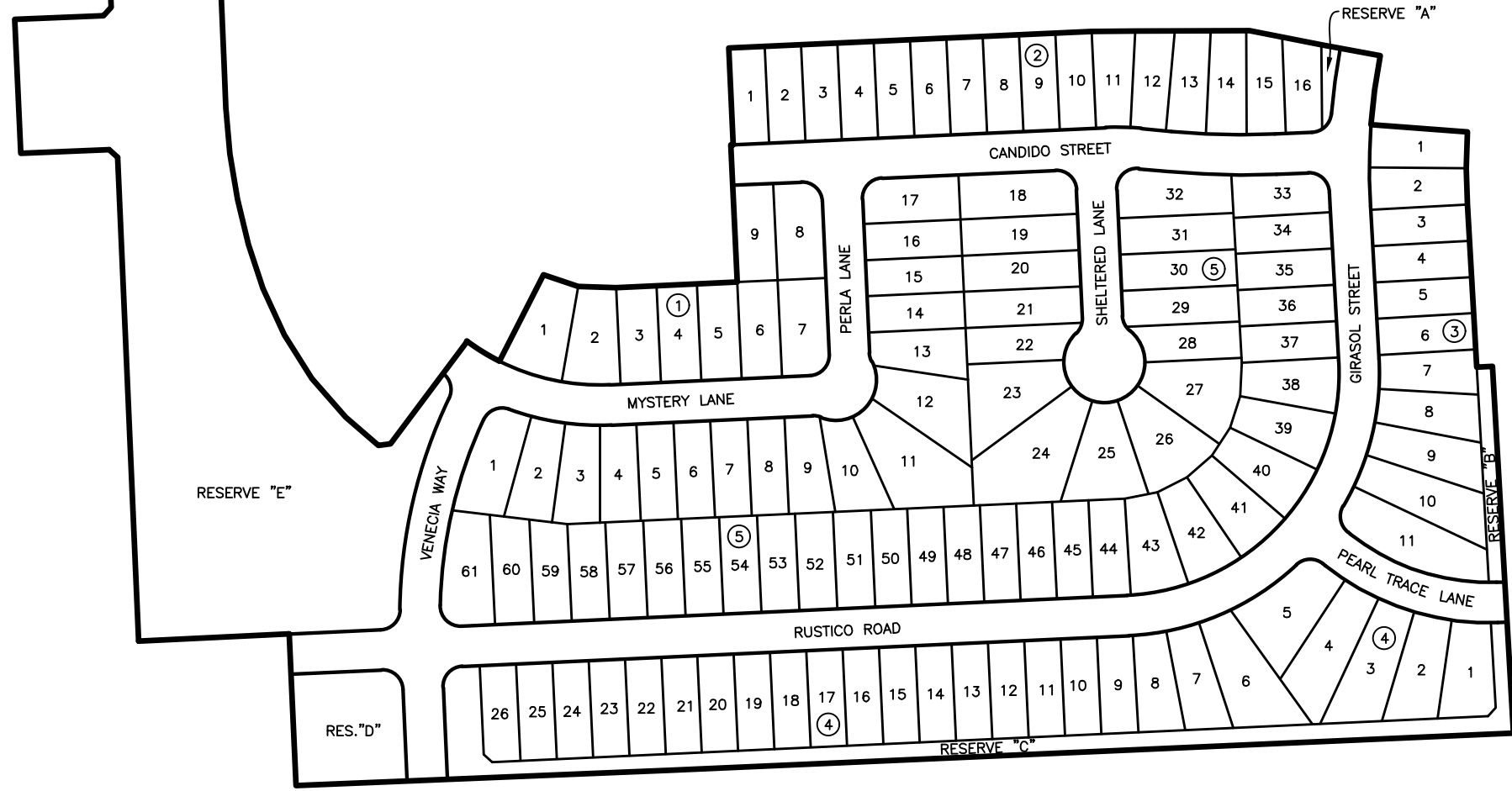
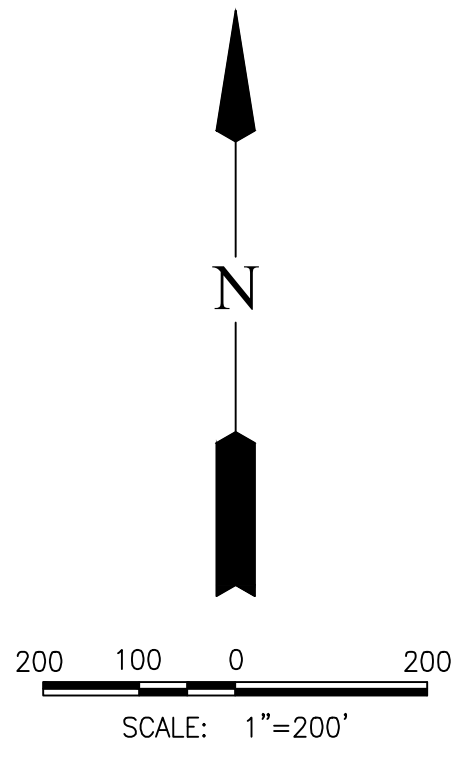
---

### Required Information

- One (1) copy of the final plat; 20 in. x 24 in. size Mylar original sealed by a state of Texas registered surveyor
- Two (2) blue line copies of the original Mylar final plat
- One (1) copies of "letter of explanation" with plat details
- Six (6) copies in blue or black line of all originals in 11 in. x 17 in. size for City Council
- All fees
- One (1) Adobe Acrobat PDF of each page presented to the City for review
- Owner affidavit of no conveyance of any interest and that no additional liens exist on the land within the plat since the date of the original title opinion (title search)
- Tax certificates; City, County, and School
- Final plans and specifications for all required improvements
- Vicinity map
- North arrow
- Revision date
- Legal description
- Scale
- Contour lines (at one-foot intervals)
- Tabulations that include:
- The number of lots in the subdivision
  - The size of the parcel
  - The number of dwelling units proposed (provided on a separated attached description)
  - The number of square feet of nonresidential floor area proposed, by generalized use (provided on a separate attached description)
  - Water available for fire protection
- Use and ownership of abutting parcels or lots
- Location and dimensions (including all curve data, the lengths of all arcs, radii, internal angles, points of curvature, lengths and bearings of tangents) of:
- Right-of-way, streets, alleys, railroads, lots, open space, parks, protected natural resources, and buffers
  - Utility and access easements
  - Private access easements

Subdivision: Escondido

Reviewer:



VICINITY MAP  
SCALE: 1"= 2000'  
KEY MAP NO. 211G

# FINAL PLAT ESCONDIDO SECTION 5

A SUBDIVISION OF 29.567 ACRES OF LAND SITUATED IN  
THE JAMES PIERPONT SURVEY, ABSTRACT 426,  
MONTGOMERY COUNTY, TEXAS.

OWNER: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

123 LOTS  
5 BLOCKS  
5 RESERVES  
6.502 ACRES IN RESERVES

SURVEYOR:



DATE: JULY 18, 2022

ENGINEER:

**LJA Engineering, Inc.**  
3600 W. Sam Houston Parkway S. Phone 713.953.5200  
Suite 600 Fax 713.953.5026  
Houston, Texas 77042 FRN - F-1386

Date: 18 Jul 2022 9:12am Path: I:\Projects\PLATTING\2139\FINPLT\Escondido Section 5.dwg CAD: ALEXIS.S MYLAR CHECK: SUR.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SECTION 5, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS ESCONDIDO SECTION 5, LOCATED IN THE JAMES PIERPONT SURVEY, ABSTRACT 426, MONTGOMERY COUNTY, TEXAS, AND ON BEHALF OF SAID MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, J. ALAN KENT, GENERAL MANAGER, RESPECTIVELY OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF ESCONDIDO SECTION 5, HAVE COMPLIED WITH OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE MONTGOMERY COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY, TEXAS.

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 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, WE, MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING MONTGOMERY COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF MONTGOMERY COUNTY, BY MONTGOMERY COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER PIPE CULVERT).

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, LOCATED IN MONTGOMERY COUNTY, TEXAS.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION OF ESCONDIDO SECTION 5 WHERE BUILDING SETBACK LINES OR PUBLIC EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FORGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, THE MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY J. ALAN KENT, ITS GENERAL MANAGER THEREUNTO AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MAGNOLIA ESCONDIDO LLC  
A TEXAS LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
J. ALAN KENT, GENERAL MANAGER

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. ALAN KENT, GENERAL MANAGER OF MAGNOLIA ESCONDIDO LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, KYLE B. DUCKETT, 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; THAT THE ELEVATION BENCHMARK REFLECTED ON THE FACE OF THE PLAT WAS ESTABLISHED AS REQUIRED BY REGULATION; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE-EIGHTHS OF AN INCH (5/8") AND A LENGTH OF NOT LESS THAN THREE FEET (3'); AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

\_\_\_\_\_  
KYLE B. DUCKETT, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6340

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SECTION 5 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE CHAIRMAN, AND THE SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

\_\_\_\_\_  
SCOTT SHELburne, CHAIRMAN

\_\_\_\_\_  
JOSH JAKUBIK, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF ESCONDIDO SECTION 5 AS SHOWN HEREIN.

IN TESTIMONY WHEREOF, IN WITNESS OF THE OFFICIAL SIGNATURES OF THE MAYOR, AND THE CITY SECRETARY OF THE CITY OF MAGNOLIA, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, DO APPROVE THIS PLAT TO BE RECORDED IN THE OFFICIAL RECORD AT THE MONTGOMERY COUNTY CLERK'S OFFICE.

\_\_\_\_\_  
TODD KANA, MAYOR

\_\_\_\_\_  
KANDICE GARRETT, CITY SECRETARY

I, JEFF JOHNSON, P.E., COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I FURTHER CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF SUBDIVISION WITHIN THE WATERSHED.

\_\_\_\_\_  
JEFF JOHNSON, P.E.  
COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
ROBERT C. WALKER  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
CHARLIE RILEY  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
MARK KEOUGH  
COUNTY JUDGE

\_\_\_\_\_  
JAMES L. NOACK  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
JAMES METTS  
COMMISSIONER, PRECINCT 4

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I, MARK TURNBULL, CLERK OF THE COUNTY COURT OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2022, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., AND DULY RECORDED ON \_\_\_\_\_, 2022, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., IN CABINET \_\_\_\_\_ SHEET \_\_\_\_\_ OF RECORD OF \_\_\_\_\_ MAP FOR SAID COUNTY.

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

\_\_\_\_\_  
MARK TURNBULL, CLERK, COUNTY COURT,  
MONTGOMERY COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

OWNER: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

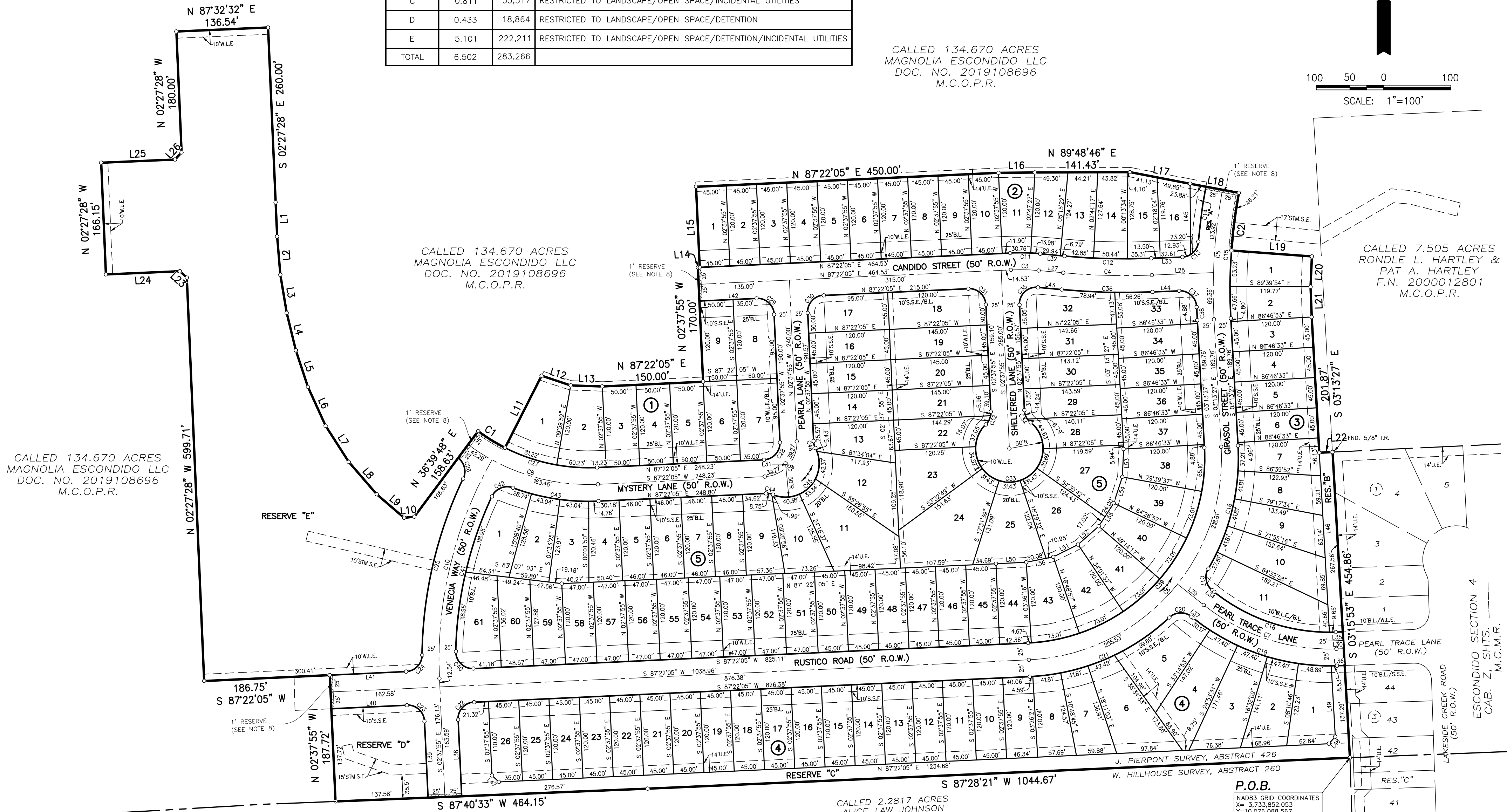
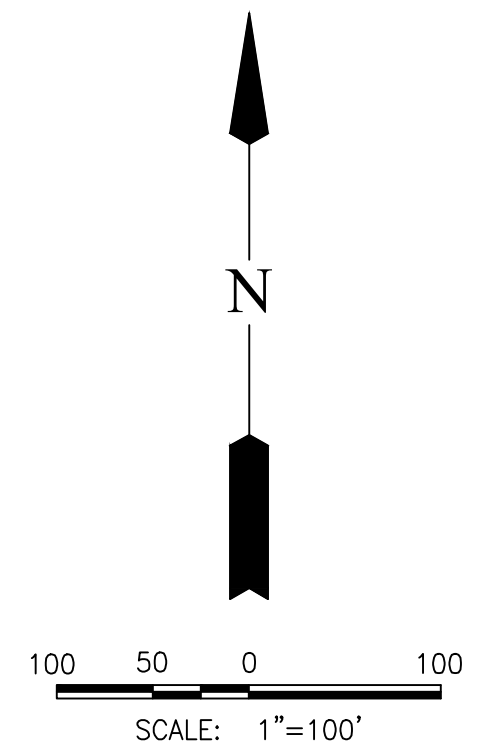
ESCONDIDO  
SECTION 5

SHEET 2 OF 4



RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.036	1,587	RESTRICTED TO LANDSCAPE/OPEN SPACE/INCIDENTAL UTILITIES
B	0.121	5,287	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.811	35,317	RESTRICTED TO LANDSCAPE/OPEN SPACE/INCIDENTAL UTILITIES
D	0.433	18,864	RESTRICTED TO LANDSCAPE/OPEN SPACE/DETENTION
E	5.101	222,211	RESTRICTED TO LANDSCAPE/OPEN SPACE/DETENTION/INCIDENTAL UTILITIES
TOTAL	6.502	283,266	

CALLED 134.670 ACRES  
MAGNOLIA ESCONDIDO LLC  
DOC. NO. 2019108696  
M.C.O.P.R.



CALLED 134.670 ACRES  
MAGNOLIA ESCONDIDO LLC  
DOC. NO. 2019108696  
M.C.O.P.R.

CALLED 134.670 ACRES  
MAGNOLIA ESCONDIDO LLC  
DOC. NO. 2019108696  
M.C.O.P.R.

CALLED 7.505 ACRES  
RONDLE L. HARTLEY &  
PAT A. HARTLEY  
F.N. 2000012801  
M.C.O.P.R.

CALLED 2.2817 ACRES  
ALICE LAW JOHNSON  
F.N. 98102399  
M.C.O.P.R.

CALLED 5.756 ACRES  
CLINT CAPPS AND ERIKA O'NEAL  
DOC. NO. 2020095824  
M.C.O.P.R.

OWNER: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

**LEGEND**

- B.L. INDICATES BUILDING LINE
- STM.S.E. INDICATES STORM SEWER EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- U.E. INDICATES UTILITY EASEMENT
- F.N. INDICATES FILE NUMBER
- M.C.D.R. INDICATES MONTGOMERY COUNTY DEED RECORDS
- M.C.M.R. INDICATES MONTGOMERY COUNTY MAP RECORDS
- M.C.O.P.R. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS
- M.C.O.P.R.R.P. INDICATES MONTGOMERY COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- R.O.W. INDICATES RIGHT-OF-WAY
- VOL. INDICATES VOLUME
- PG. INDICATES PAGE
- CAB. INDICATES CABINET
- SHTS. INDICATES SHEETS
- DOC. NO. INDICATES DOCUMENT NUMBER
- RES. INDICATES RESERVE
- +— INDICATES STREET NAME CHANGE

Date: Mon, 18 Jul 2022, 9:12am  
Path Name: I:\Proj\sk\PLATTING\2139\FIN\PLT\Escondido Section 5.dwg  
CAD: ALEXIS.S  
MYLAR CHECK: SUR.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°28'10" E	50.57'
L2	S 04°57'50" E	57.32'
L3	S 09°22'24" E	57.32'
L4	S 13°46'58" E	57.32'
L5	S 18°11'31" E	57.32'
L6	S 24°29'26" E	63.54'
L7	S 32°41'01" E	63.62'
L8	S 40°52'56" E	63.62'
L9	S 49°21'26" E	53.58'
L10	N 83°54'38" E	15.27'
L11	N 26°54'39" E	120.00'
L12	S 71°40'55" E	45.63'
L13	S 88°08'52" E	46.88'
L14	N 87°22'05" E	2.63'
L15	N 02°37'55" W	120.00'
L16	N 89°28'56" E	53.99'
L17	S 79°05'57" E	90.97'
L18	S 79°22'53" E	73.88'
L19	S 85°43'51" E	119.80'
L20	S 02°18'07" W	45.00'
L21	S 01°56'59" E	45.00'
L22	N 87°16'27" E	19.68'
L23	N 47°27'28" W	14.14'
L24	S 87°32'32" W	110.00'
L25	N 87°32'32" E	110.00'
L26	N 42°32'32" E	14.14'
L27	S 84°44'38" E	36.72'
L28	N 87°41'56" E	91.41'
L29	S 51°26'02" E	49.89'
L30	S 88°03'28" W	10.81'
L31	N 47°37'55" W	5.00'
L32	S 84°44'38" E	36.72'
L33	N 87°41'56" E	46.11'
L34	S 51°26'02" E	3.48'
L35	N 88°03'28" E	10.23'
L36	S 88°03'28" W	11.38'
L37	N 51°26'02" W	3.48'
L38	S 02°37'55" E	113.73'
L39	N 02°37'55" W	113.46'
L40	S 87°22'05" W	112.58'
L41	N 87°22'05" E	113.66'
L42	S 87°22'05" W	85.00'
L43	S 84°44'38" E	35.55'
L44	N 87°41'56" E	39.45'
L45	N 00°21'54" W	105.16'
L46	N 03°13'27" W	267.12'
L47	S 47°37'55" E	14.14'
L48	N 42°04'19" E	14.07'
L49	S 03°13'27" E	105.52'
L50	S 87°20'23" W	44.99'
L51	S 63°34'43" W	41.03'
L52	S 48°22'03" W	41.03'
L53	S 02°45'41" W	41.46'
L54	S 17°56'43" W	41.03'
L55	N 33°09'23" E	41.03'
L56	N 78°47'23" E	41.03'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	275.00'	9°49'30"	47.16'	S 58°14'57" E	47.10'
C2	775.00'	6°23'02"	86.35'	S 07°25'35" W	86.31'
C3	300.00'	7°53'17"	41.30'	S 88°41'16" E	41.27'
C4	1000.00'	7°33'26"	131.90'	S 88°31'21" E	131.80'
C5	800.00'	13°50'34"	193.28'	S 03°41'50" W	192.81'
C6	300.00'	90°35'32"	474.34'	S 42°04'19" W	426.45'
C7	300.00'	40°30'31"	212.10'	S 71°41'17" E	207.71'
C8	300.00'	39°17'43"	205.75'	S 72°59'04" E	201.74'
C9	50.00'	90°00'00"	78.54'	N 42°22'05" E	70.71'
C10	600.00'	32°19'57"	338.59'	S 13°32'04" W	334.11'
C11	325.00'	7°53'17"	44.74'	S 88°41'16" E	44.71'
C12	975.00'	7°33'26"	128.60'	S 88°31'21" E	128.51'
C13	25.00'	82°48'27"	36.13'	N 46°17'43" E	33.07'
C14	825.00'	5°43'37"	82.46'	N 07°45'18" E	82.43'
C15	775.00'	13°50'34"	187.24'	S 03°41'50" W	186.79'
C16	325.00'	33°34'38"	190.46'	S 13°33'52" W	187.75'
C17	25.00'	81°47'12"	35.69'	S 10°32'25" E	32.73'
C18	275.00'	40°30'31"	194.43'	S 71°41'17" E	190.40'
C19	325.00'	40°30'31"	229.78'	N 71°41'17" W	225.02'
C20	25.00'	81°47'12"	35.69'	S 87°40'22" W	32.73'
C21	325.00'	40°35'19"	230.23'	S 67°04'26" W	225.45'
C22	25.00'	90°00'00"	39.27'	S 42°22'05" W	35.36'
C23	25.00'	90°00'00"	39.27'	N 47°37'55" W	35.36'
C24	25.00'	86°41'46"	37.83'	N 44°01'12" E	34.32'
C25	625.00'	24°50'24"	270.96'	N 13°05'31" E	268.85'
C26	25.00'	78°50'56"	34.40'	N 13°54'44" W	31.75'
C27	275.00'	39°17'43"	188.60'	S 72°59'04" E	184.93'
C28	25.00'	90°00'00"	39.27'	N 42°22'05" E	35.36'
C29	25.00'	90°00'00"	39.27'	N 47°37'55" W	35.36'
C30	25.00'	90°00'00"	39.27'	N 42°22'05" E	35.36'
C31	25.00'	90°00'00"	39.27'	S 47°37'55" E	35.36'
C32	25.00'	48°11'23"	21.03'	S 21°27'47" W	20.41'
C33	50.00'	276°22'46"	241.19'	N 87°22'05" E	66.67'
C34	25.00'	48°11'23"	21.03'	N 26°43'36" W	20.41'
C35	25.00'	97°53'17"	42.71'	N 46°18'44" E	37.70'
C36	1025.00'	7°33'26"	135.20'	S 88°31'21" E	135.10'
C37	25.00'	90°25'59"	39.46'	S 47°05'04" E	35.49'
C38	825.00'	1°21'22"	19.53'	S 02°32'46" E	19.53'
C39	275.00'	90°35'32"	434.81'	S 42°04'19" W	390.91'
C40	25.00'	93°54'20"	40.97'	N 45°40'45" W	36.54'
C41	575.00'	23°42'22"	237.91'	N 13°07'36" E	236.21'
C42	25.00'	85°13'54"	37.19'	N 67°35'44" E	33.85'
C43	325.00'	22°50'36"	129.57'	S 81°12'37" E	128.72'
C44	25.00'	24°37'23"	10.74'	S 80°19'14" E	10.66'
C45	50.00'	139°14'45"	121.51'	N 42°22'05" E	93.74'
C46	25.00'	24°37'23"	10.74'	N 14°56'36" W	10.66'

BLOCK 1	
LOT NO.	SQ.FT.
1	7,672
2	7,273
3	6,000
4	6,000
5	6,000
6	6,000
7	7,066
8	7,066
9	6,000

BLOCK 2	
LOT NO.	SQ.FT.
1	5,400
2	5,400
3	5,400
4	5,400
5	5,400
6	5,400
7	5,400
8	5,400
9	5,400
10	5,400
11	5,774
12	5,678
13	5,911
14	6,049
15	5,808
16	5,324

BLOCK 3	
LOT NO.	SQ.FT.
1	5,896
2	5,853
3	5,400
4	5,400
5	5,400
6	5,400
7	5,934
8	6,380
9	7,254
10	8,747
11	10,788

BLOCK 4	
LOT NO.	SQ.FT.
1	7,127
2	7,479
3	9,113
4	9,607
5	9,849
6	10,014
7	6,527
8	6,041
9	5,459
10	5,400
11	5,400
12	5,400
13	5,400
14	5,400
15	5,400
16	5,400
17	5,400
18	5,400
19	5,400
20	5,400
21	5,400
22	5,400
23	5,400
24	5,400
25	5,400
26	5,350

BLOCK 5	
LOT NO.	SQ.FT.
1	8,007
2	6,449
3	6,272
4	5,723
5	5,520
6	5,520
7	5,520
8	5,520
9	6,018
10	6,578
11	11,499
12	8,844
13	6,210
14	5,400
15	5,400
16	5,400
17	6,466
18	7,841
19	6,525
20	6,525
21	6,524
22	5,862
23	9,544
24	13,128
25	8,554
26	8,766

BLOCK 5	
LOT NO.	SQ.FT.
27	8,731
28	5,657
29	6,455
30	6,451
31	6,430
32	7,572
33	5,975
34	5,400
35	5,400
36	5,400
37	5,400
38	6,730
39	6,887
40	6,887
41	6,887
42	6,887
43	6,887
44	5,522
45	5,400
46	5,400
47	5,400
48	5,400
49	5,400
50	5,400
51	5,640
52	5,640

BLOCK 5	
LOT NO.	SQ.FT.
53	5,640
54	5,640
55	5,640
56	5,640
57	5,640
58	5,640
59	5,825
60	6,408
61	8,250

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE STATE PLANE GRID COORDINATES, CENTRAL ZONE, NAD 83 (EPOCH 2010.00)
- THE COORDINATES SHOWN HEREON ARE TEXAS CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES, NAD83 (2001 ADJ.) AND MAY BE BROUGHT TO SURFACE BY DIVIDING THE FOLLOWING COMBINED ADJUSTMENT FACTOR 0.99996413094.
- PRIMARY BENCHMARK: A 1281 (NGS PID: BL1869) BRASS DISC STAMPED A 1281 1978 LOCATED ALONG THE WEST SIDE OF NICHOLS SAWMILL ROAD, 26 FEET WEST OF PAVEMENT, AND APPROXIMATELY 550 FEET SOUTH OF UNITY PARK DRIVE. PUBLISHED ELEVATION=231.8' NAVD88
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY CHARTER TITLE COMPANY, FILE NO. 2022-00, DATED JULY 11, 2022. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- FIVE-EIGHTHS (5/8) INCH IRON RODS WITH PLASTIC CAP STAMPED "GBI PARTNERS" AND THREE (3) FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 48339C0475G, REVISED AUGUST 18, 2014, THE SUBJECT TRACT LIES WITHIN ZONE "X" (UNSHADED) AND ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN. "GBI PARTNERS" AND "LJA ENGINEERING" DO NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS."
- THE PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT ARE AS SHOWN.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED 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 HEIRS, ASSIGNS OR SUCCESSORS.

OWNER: MAGNOLIA ESCONDIDO, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
6046 FM 2920, SUITE 512  
SPRING, TEXAS 77379

ESCONDIDO  
SECTION 5

SHEET 4 OF 4

Date: 18 Jul 2022 9:12am Path: I:\Proj\sk1\PLATTING\2139\FINPLT\Escondido Section 5.dwg CAD: ALEXIS SUR: MYLAR CHECK: SUR: -----



# MAGNOLIA CROSSING

A COLLINS FAMILY COMMUNITY

MAGNOLIA  
TX

Magnolia City Council – July 11, 2023  
Development Agreement



## Location and Overview

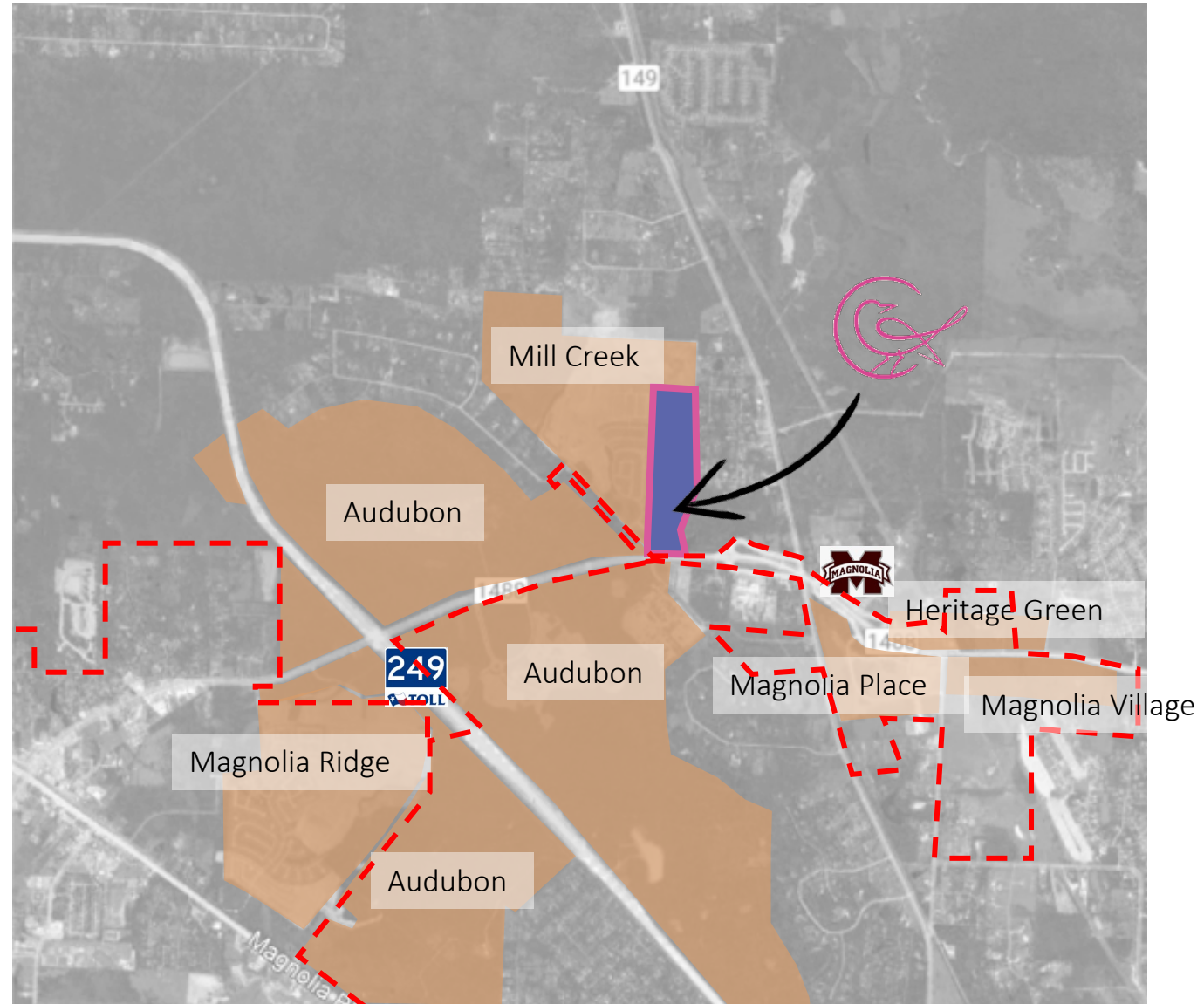
+/- 95 Acre property in Magnolia ETJ, contiguous with the Magnolia city limits.

A Collins family property of over 30 years.

Instrumental in dedication of ROW portions for widening of 1488, extension of city utilities along Mill Creek Road, and the realignment of Mill Creek Road.

Staff has requested we annex property which will allow the substantial property and sales tax revenue to be captured by city, which is the subject of the Development Agreement.

**Development Agreement restricts ability for tract to receive water connections until Q2 2024.**







**Magnolia Crossing** will be a 94.9 acre masterplan community, providing a range of attainable quality housing, serviced by a lifestyle oriented and walkable neighborhood retail center, woven together by a central green spine and walking trails.

The community will feature over 550 residential units and over 100,000 square feet of quality retail, medical, and other services.







### Single Family Homes

Est. 240-260 lots  
1,600 – 2,500 square feet  
Mid \$200's – upper \$300's  
Minimum lot widths 40'

### Luxury Multifamily Apartments

Up to 300 Units  
Mix of 1-BR and 2-BR ranging from  
700-1,200 square feet

### Neighborhood Retail Center

Mid-size grocery and/or fitness anchored  
shopping center  
+/- 110,000 square feet total  
Emphasis on community oriented tenants,  
services, food & beverage, medical  
services, childcare





## Retail



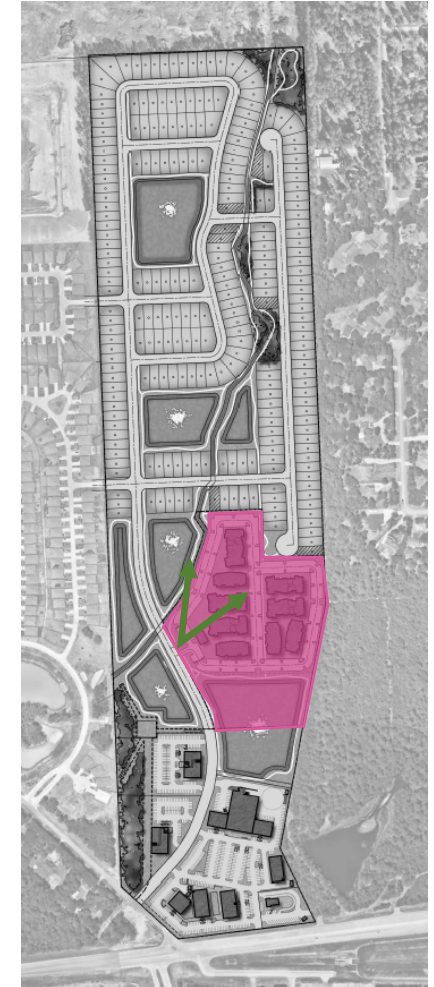
**Magnolia Crossing** will feature a “lifestyle center” quality with a tenant mix targeted towards neighborhood essentials, including boutique grocery, fitness, beauty, medical/dental, and a wide range of food and beverage options.

Public “Plaza Greens” provide outdoor gathering space for retail patrons, as well as nearby residents of Magnolia Crossing and Mill Creek neighborhoods within walking distance.





## Luxury Multifamily



**Magnolia Crossing** will offer 300 luxury multifamily units connected by walking trails to the retail center to the south.





## Single Family Residential

**Magnolia Crossing** will offer a range of attainable single family homes similar to existing examples in the surrounding area today that continue to be in high demand.



Enclave at Dobbin (Magnolia)



Rosehill Meadow (Tomball)



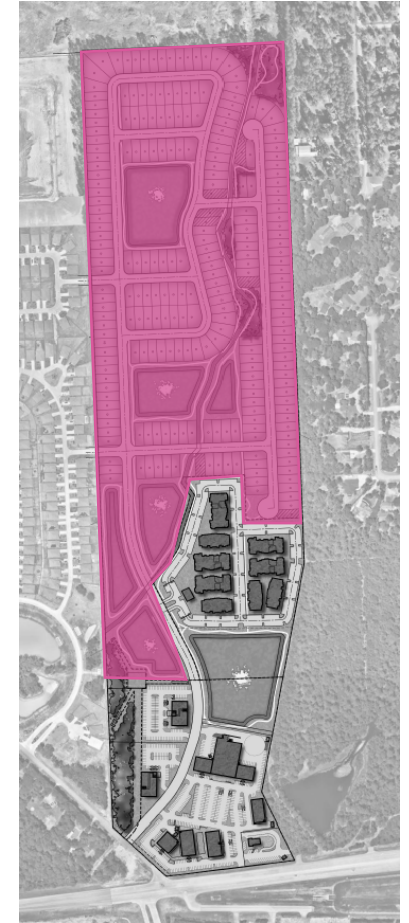
Audubon (Magnolia)



Decker Farms (Magnolia)



Mill Creek Trails (Magnolia)



# Variances to the Development Code

## Key variances:

- Allows for 300 apartment units with 15% open space compared to 181 units with 25% open space allowed by conditional use permit under UDC
- Allows for minimum single family lot size of 40' compared to allowable lot averaging of 50' (lots as small as 45'), and reduction in open space from 35% to 15%
- Defers maximum detention slope allowable to MUD, up to 3:1 side slope (MUD or HOA to retain maintenance obligation)
- Allows for grandfathering of drainage plan approval by County

## Maintains all other UDC reqs, including:

- Everything related to commercial
- All landscape requirements
- All clearing and grading requirements
- All architecture and review requirements
- All signage requirements
- All ROW and block requirements
- Building height requirements

Chapter no.	CODE	Code	Variance Request
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU)	35% OSR, 5,000 sf lot, 50' width and 25' front set back, 12' side street and 25' rear	15% OSR, 4,000 sf lots and 40' width and 20' front set back, 10' side street and 10' rear, density as determined by lot dimensioning and setbacks
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU - Apartments)	25% OSR, 14.50/ac density	15% OSR, density greater of 300 units or 25 units/acre
Ch. 5-1-5.09 N	Dual Park and Easement, Storm Water Drainage Facility, or Nature Reserve	Detention of side slope 5:1	Allow 3:1 side slope provided MUD engineer approves
Ch. 5-4-1.03	Drainage Plan required	Drainage Plan approval by City Engineer	City to review the drainage analysis but will allow the analysis to follow Montgomery County requirements. Development agreement will address that the City will accept the Montgomery County approved report and will not require the additional 10% detention of pre-dev flow.







# MAGNOLIA CROSSING

A COLLINS FAMILY COMMUNITY

MAGNOLIA  
TX

DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF MAGNOLIA, TEXAS,  
AND  
MAGNOLIA PARAGON, LLC

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of June 14, 2023 (the "Effective Date"), by THE CITY OF MAGNOLIA, TEXAS (the "City"), a general law municipality in Montgomery County, Texas, acting by and through its governing body the City Council of Magnolia, Texas; and MAGNOLIA PARAGON, LLC, a Texas limited liability company ("Developer").

### RECITALS

Developer currently owns 94.901 acres of land in Montgomery County, Texas, described by metes and bounds in **Exhibit A** attached hereto (the "Property") and desires to develop the Property for single family, multi-family, and commercial uses.

The Property is currently located within the extraterritorial jurisdiction of the City, and Montgomery County Municipal Utility District No. 108 (the "District") desires to annex the Property into the District's boundaries.

Developer intends to petition the City to be annexed into the City's corporate boundaries. The District and Developer understand that the District cannot annex the Property into the District's boundaries until the Property is annexed into the City's corporate boundaries.

Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property and anticipated sales tax revenue to the City.

The City and Developer agree that the development of the Property can best proceed pursuant to a single development agreement.

The City and Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

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

ARTICLE I  
DEFINITIONS

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

“Bonds” means the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of purchasing, constructing, acquiring, operating, repairing, improving, or extending the Facilities, payment of Connection Charges, and for such other purposes permitted or provided by state law, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

“City” means the City of Magnolia, Texas.

“City Building Code” means the uniform building, fire, electrical, plumbing, and mechanical codes adopted by the City, if any, including any amendments, deletions, or additions thereto, whether now or in the future, and as may be updated from time to time by the City.

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

“Comprehensive Plan” means the City Comprehensive Plan adopted April 9, 2013, and not including any future amendments or changes.

“County” means Montgomery County, Texas.

“Designated Mortgagee” means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

“Developer” means Magnolia Paragon, LLC, a Texas limited liability company, and any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 8.04 herein.

“District” means Montgomery County Municipal Utility District No. 108.

“District Assets” means (i) all rights, title, and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or

operation of all or any portion of the Facilities and/or the operations of the District, (iv) all cash and investments, and amounts owed to the District, and (v) all books, records, files, documents, permits, funds, and other materials or property of the District.

“District Obligations” means (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction, or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the services provided from the Facilities.

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

“General Plan” means the plan for development of the Property, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with Section 3.02.

“Permitted Variances” means the permitted variances from the City’s Unified Development Code as set forth on **Exhibit C** attached hereto.

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

“Planning and Zoning Commission” means the Planning and Zoning Commission of the City.

“Property” means the real property described in **Exhibit A** attached hereto.

“Sign Ordinance” means Chapter 6 of the Unified Development Code, and not including any future amendments or changes.

“Unified Development Code” means the 2015 Unified Development Code, and any amendments thereto as of the Effective Date, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code by Section 245.004, Local Government Code; provided, however, that Developer may, at Developer’s option, elect to be bound by a future amendment or change to the Unified Development Code.

“Substantial Development Activities” means the subdivision of the Property or any portion thereof with the intent to sell, lease, or convey to an End-Buyer, and includes,

but is not limited to any platting or construction of water, sewer, drainage facilities, or roads.

“TCEQ” means the Texas Commission on Environmental Quality and its successors.

“Thoroughfare Plan” means the Thoroughfare Plan set forth in Chapter 4 of the Comprehensive Plan, and not including any future amendments or changes.

“Utility Agreement” means the Utility Agreement dated January 12, 2016, as between the City and the District, as amended.

## ARTICLE II REPRESENTATIONS

Section 2.01 Representations of the City. The City hereby represents to the Developer that:

(a) The City is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized; and (ii) does 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.

(c) 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.

(d) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any Person which has not been obtained.

Section 2.02 Representations of Developer. Developer hereby represents to the City that:

(a) Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(b) Developer 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, will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer or any provisions of Developer's articles of incorporation and by-laws, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Developer under any agreement or instrument to which the Developer is a party or by which Developer or its assets may be bound or affected.

(c) Developer has sufficient capital to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

(e) The petition for consent to annex the Property into the District that shall be submitted to the City within the later of (i) one year from the Effective Date of this Agreement; or ninety (90) days from the Developer's receipt of a water and wastewater utility will-serve letter from the City for the entirety of the anticipated capacity needed to serve the Property. The Developer recognizes that upon annexation into the City's corporate boundaries that the Property shall be subject to City property taxes and hereby agrees not to claim an agricultural exemption on the Property following completion of the annexation solely as such exemption relates to such City taxes. To the extent available, the Developer, in its sole option, may continue to claim tax exemptions in other taxing jurisdictions which impose taxes on the Property.

(f) The execution, delivery and performance of this Agreement by Developer does not require the consent or approval of any Person which has not been obtained.

### ARTICLE III GENERAL PLAN AND PLATTING

Section 3.01 Introduction. The Property is to be developed including single family residential, multi-lot residential, multi-family residential, and commercial development. The land uses within the Property shall be typical of such development.

Section 3.02 General Plan and Amendments. The City and Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan will be revised and refined by Developer as Developer continues its investigation of and planning for the Property and prepares a feasible and detailed plan for development of the Property, provided that in no case shall the General Plan be revised or refined to contradict any of



the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer. The City approves the General Plan in the form attached hereto, and finds it generally consistent with the Unified Development Code as well as the Comprehensive Plan and the Thoroughfare Plan. Notwithstanding the foregoing, the City hereby agrees that the Permitted Variances as set forth in **Exhibit C** shall be permitted in the development of the Property without further approval outside of this Agreement by the City.

Section 3.03 Platting. Developer shall be required to plat any subdivision of the Property in accordance with this section. The subdivision plat shall be subject to review and approval by the Planning and Zoning Commission and City Council in accordance with those requirements and procedures and planning standards of the Unified Development Code. So long as the plat meets the requirements of (1) Chapter 3 of the Unified Development Code; (2) any other City codes and ordinances governing platting; and (3) this Agreement (including any Permitted Variances or amendments or updated provisions of the Unified Development Code specifically allowed herein), the City shall approve the plat.

Section 3.04 Property Subject to the Agreement. This Agreement hereby includes the Property. The City agrees that it will adopt a consent ordinance consenting to the annexation of the Property into the boundaries of the District upon petition from the owner of such Property.

Section 3.05 Conveyance of Right of Way. The City recognizes and understands that the Developer intends to convey a portion of the Property to Montgomery County Municipal Utility District No. 131 ("MUD 131") to provide the necessary right of way for the Mill Creek Road realignment (the "Realignment Property"). Recognizing this intent, the Parties hereby agree that annexation of the Property into the City's corporate boundaries will not occur until after the final Realignment Property is determined and such annexation shall not include the Realignment Property.

#### ARTICLE IV

#### DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 4.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's

performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees that it will not impose or attempt to impose any additional moratoriums on building or growth within the Property unless authorized by law. Notwithstanding the foregoing, Developer recognizes and understands that effective December 21, 2022, the City currently has in place a moratorium on development due to a lack of water facilities to serve existing and anticipated development. Due to the existing moratorium in place, the Developer hereby agrees that the City shall not be obligated to provide water service to the property until completion of three additional water wells, including one water plant, with an anticipated initial service date in the second quarter of 2024. The City in its sole discretion may choose to serve the Property at an earlier date if the City engineer determines that the City has adequate capacity in its system. Notwithstanding the foregoing, the City agrees that the Developer shall be permitted to submit plats and apply for any permits that may be necessary in conjunction with development of the Property during the term of the moratorium with the understanding that water service will not be provided until the moratorium is lifted. The Developer recognizes and understands that the submissions in the preceding sentence shall be limited to plan reviews to be completed by the City, and the Developer may not commence construction that requires the use of construction water. The City may issue preliminary plats prior to the determination that water service may be provided, but in no event shall the City be obligated to issue the final plat until water capacity is available to serve the portion of the Property included in such plat.

(b) By the terms of this Agreement, the City and Developer hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developer predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the General Plan and guidelines established by this Agreement include density and land use regulations, a general land use plan circulation and traffic patterns, a parks and recreation plan, subdivision regulations, public improvement regulations, private improvement regulations, and annexation provisions. The City and Developer agree that any City ordinance heretofore or hereafter adopted, that addresses matters that are governed by this Agreement shall not be enforced by the City within the Property except for the Unified Development Code to the extent expressed in this Agreement, and that the provisions of this Agreement otherwise govern development of the Property.

Section 4.02 Density. The parties agree that development of the Property shall be in accordance with the requirements of this Agreement (including the Permitted Variances) and the General Plan. While modifications to the General Plan may be made in accordance with this Agreement, the Developer agrees that the number of multifamily housing units shall not exceed 300 units; provided, however, to allow Developer a certain amount of flexibility to respond to market conditions, the quantity of units may be increased to a different quantity than specified, subject to prior written notice by

Developer to the City, so long as such variance does not exceed the quantity set forth herein by more than 10%. There shall be no limitation on the number of single-family residential housing units within the Property, provided that the development thereof meet the requirements set forth in Unified Development Code (as modified by this Agreement). In the event that Developer acquires additional property which Developer has agreed or will agree to make subject to this Agreement, the multi-family density requirements set forth in this paragraph shall not be increased unless approved by the City.

Section 4.04 Water/Wastewater/Drainage Services.

(a) The plan for the water distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Property shall be developed in accordance with the General Plan. Developer will make provisions for public water distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be provided by the District. Upon annexation of all or any portion of the Property into the District, the City will provide water and wastewater service to the portion(s) of the Property annexed into the District in accordance with the Utility Agreement.

(b) Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of the water, wastewater, stormwater, roads, and park and recreational facilities.

Section 4.05 Private Improvements/Inspections. Houses and buildings and other private improvements within the Property shall be constructed in accordance with the City Building Code. Houses and buildings and other private improvements within the Property will be inspected by City inspectors, who will perform all inspections on such houses and buildings. Prior to receiving a permit for a house or building within the Property, the builder of the house or building shall pay the Connection Charge (as such term is defined in the Utility Agreement) to the City. Such builder, its successors and assigns, shall have the right to review inspection records and accounts for a period of three (3) years following issuance of the certificate of occupancy for such house or building or other private improvements.

Section 4.06 Recreational Facilities.

(a) Except to the extent allowed in the Permitted Variances, Developer hereby agrees to comply with Chapter 5 of the Unified Development Code. The City acknowledges that any recreational facility and/or open space made available to

residents of the District only will qualify for any requirements pertaining to parkland under Chapter 5 of the Unified Development Code.

(b) The City acknowledges and agrees that Developer may make provisions for public park and recreational facilities to serve the Property to be owned, financed, developed, and maintained by the District, to the extent authorized by state law. The District retains ownership and operation of the public park and recreational facilities, and such amenities will not become the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District will become the property of the City. To the extent Developer makes provisions for private park and recreational facilities that may be available only to residents of the Property, such amenities (i) will be conveyed to a property owner's association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves the District.

(c) Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to but is not obligated to enforce deed restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this Agreement and related HOA Bylaws, including but not limited to the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of the subdivision improvements as stipulated herein and as deemed necessary by the City. Maintenance of such open spaces shall be the responsibility of the subdivider or the HOA. The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements that are calculated by the City engineer and shall provide those assessments are not subject to subrogation to mortgage lenders. Further, the articles shall provide that the Board of Directors shall be required to expend money for the improvements and repairs to maintain all infrastructure under its jurisdiction. Further, the articles shall require that the Board of Directors file with the City annual reports of maintenance and that the Board of Directors shall be required to initiate any and all repairs in a timely manner as shall be identified by either the Board or the City, and that the treasurer of the HOA shall be required to post a surety bond.

Section 4.07 Fire Protection Services. All of the Property is located in Montgomery County Emergency Services District No. 10, a taxing authority that provides fire protection services to the Property. The City shall have no obligation to provide fire protection services to the Property, unless and until Montgomery County Emergency Services District No. 10 ceases to provide fire protection services to the Property.

Section 4.08 Police Protection Services. All of the Property will be located within the corporate boundaries of the City. The City will provide the Property with the same level of police protection service as the remainder of the City.

Section 4.09 Traffic Impact Study. Developer shall not be required to complete a traffic impact study for the proposed development of the Property or any potential impacts to adjacent or on-site roads.

Section 4.10 Liability of End-Buyer. End-Buyers shall have no liability for the failure of Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable) and land use restrictions applicable to the use of their tract or lot.

Section 4.11 Performance Bond. Prior to final approval of a plat by the City, the owner or developer of the proposed subdivision shall provide a letter stating that funds are available to complete all water, sanitary sewer, drainage and road facilities needed to serve the portion of the property that is the subject of the plat. The owner or developer further agrees that after final approval of a plat by the City that there will be no conveyance of lots to a third party until a satisfactory report has been received by the City engineer from the developer's engineer stating that all work has been completed in accordance with the approved plat, plans and specifications for the water, sanitary sewer, drainage and road facilities, that the water facilities have been approved by the water authority, and that the City engineer has made a satisfactory final inspection ascertaining that all work, cleanup, and requirements of the City have been completed. If at any time the City learns that there has been a conveyance of lots prior to the satisfactory report, then the owner or the developer will be deemed in breach of any development agreement with the City, and the City may elect to terminate the development agreement or have the owner or developer post a performance bond.

## ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. Pursuant to Section 5.03, any Designated Mortgagee shall be entitled to simultaneous notice any notice delivered to Developer pursuant to the terms of this Agreement.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Montgomery County, Texas, of any mortgage, deed of trust, or security agreement given and executed by Developer encumbering the Property or any portion thereof, Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by Developer, and (ii) may change Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Montgomery County, Texas, and Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

## ARTICLE VI

## PROVISIONS FOR DEVELOPER

Section 6.01 Vested Rights. Upon the mutual execution of this Agreement, the City and Developer agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date.

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of either Developer's, or their respective 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 each Developer and their respective grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The City and Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 8.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

## ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

### Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that Developer follow the development plans as set out in the General Plan. The parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement,



and therefore, would be a material breach of this Agreement. By way of example, a major deviation from the General Plan would be:

1. An increase in the density beyond that which is allowed by this Agreement or a fundamental change in the major thoroughfare, arterial or collector roadway configurations;

2. Developer's failure to develop the Property in compliance with the approved General Plan as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the General Plan; or

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

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

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement as set forth in Section 4.01(a), or required because of circumstances beyond the City's control;

2. Imposition by the City of a requirement that Developer, Developer's grantee, or a grantee's successor apply for or obtain from the City any permit or construction of private or public improvements, obtain any inspection related thereto, or pay any fee for any application, permit, inspection, other than as may be authorized in this Agreement or that may be required by State or Federal regulations;

3. An attempt by the City to dissolve, in whole or in part, the District without complying with the conditions set forth in Article IV of this Agreement;

4. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement;

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

6. An attempt by the City to zone the Property in a manner that does not permit development consistent with the General Plan.

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

Section 7.02 Notice of Developer's Default.

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

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

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

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

Section 7.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts

and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

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

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

(d) If Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer and the necessary written notification has been distributed, then Developer may take any appropriate action to enforce this agreement at law or in equity without expanding the City's liability beyond the statutory limits of the Texas Tort Claims Act or under other laws; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Montgomery County, Texas, for the limited remedy of seeking the City's specific performance of its obligations under this Agreement.

#### Section 7.04 Remedies.

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

(b) The parties acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

ARTICLE VIII  
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and Developer, its successors and assigns. In addition to the City and Developer, Designated Mortgagees, and their respective successor or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and other landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) shall be recorded in the deed records of Montgomery County, Texas. This Agreement, when recorded, shall be binding upon the parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Notwithstanding anything to the contrary contained herein, the City agrees that Developer's rights to assignment under this Agreement include Developer's right to assign this Agreement to a separate entity to be created for the purpose of developing the Property.

Section 8.02 Term. This Agreement shall be effective upon the Effective Date and shall terminate 25 years from the Effective Date. In addition, in the event that the District annexes the Property into the District's boundaries prior to the Property being annexed into the corporate boundaries of the City, this Agreement shall automatically terminate without any action by either Party being required.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County Real Property Records, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after 25 years from the Effective Date, the City may file in the County Real Property Records a unilaterally executed document confirming the termination of this Agreement. If Developer has not obtained final plat approval of 25% of the single-family lots within the Property within ten (10) years of the date of this Agreement, then the City may elect to terminate this Agreement and may file in the County Real Property Records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developer. Any Person who acquires the Property or any portion of the Property, except for an End-Buyer, shall take the Property

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

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the City and the Developer who owns the property affected by the amendment. In the event either Developer sells any portion of the Property, such Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

#### ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in Person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Magnolia  
18111 Buddy Riley Blvd.  
Magnolia, Texas 77354  
Attn: City Secretary  
Facsimile: (281) 259-7811

With copy to: Mr. Leonard Schneider

Liles Parker PLLC  
2261 Northpark Dr., Suite 445  
Kingwood, TX 77339  
Facsimile: (713) 456-2079

Developer: Magnolia Paragon, LLC  
Attn: Todd J. Collins  
1015 East Boulevard  
Charlotte, NC 28203

With copy to: Allen Boone Humphries Robinson LLP  
Attn: Katie Sherborne  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Facsimile: (713) 860-6667

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

Section 9.02 Severability by Court Action. Unless the court applies Section 9.03, if any provision of this Agreement or the application thereof to any Person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.03 Invalid Provisions. If any provision of this Agreement or the application thereof to any Person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Montgomery County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such



further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the organizational documents of the entity.

Section 9.11 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 9.13 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

Section 9.14 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

Section 9.15 Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the District.

Section 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

Section 9.17 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

Section 9.18. Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

Section 9.19. Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

[EXECUTION PAGES FOLLOW]

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

CITY OF MAGNOLIA, TEXAS

By: \_\_\_\_\_  
Todd Kana, Mayor

ATTEST:

By: \_\_\_\_\_  
Christian Gable, Interim City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Todd Kana, Mayor of the City of Magnolia, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

[Official Notary Stamp]

MAGNOLIA PARAGON, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Todd J. Collins, Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Todd J. Collins, Manager of Magnolia Paragon, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

[Official Notary Stamp]

Exhibits:

- A Property Description
- B General Plan
- C List of Permitted Variances

## Exhibit A

**METES AND BOUNDS DESCRIPTION**

BEING A 94.901 ACRE TRACT  
OUT OF A CALLED 97.783 ACRE TRACT  
IN JOHN B. RICHARDS SURVEY, A-449  
MONTGOMERY COUNTY, TEXAS

Being a 94.901 acre tract (subject tract), situated in the John B. Richards Survey, A-449 Montgomery County, Texas, subject tract being the same tract as described in that certain deed to Ernest B. Collins and Floretta F. Collins and recorded in document No. 9453616 in the Official Public Records of Montgomery County, Texas (O.P.R.M.C.Tx), subject tract being more particularly described by metes and bounds as follows:

Note: All coordinates, bearings, and distances described hereon are referenced to the North American Datum of 1983 (2011 Adjustment), Texas State Plane Coordinate System "Texas Central Zone", U.S. Survey Feet based on GPS observations made by PS&S, LLC. Distances and areas are grid values. Scale Factor = 0.99997149.

Beginning at a corner", said corner being the Northeast corner of Mill Creek Estates Section 4 according to the Map or Plat thereof as recorded in Document No. 2022042405 O.P.R.M.C.Tx., said corner being on the South line of a called 92.22 acre tract as referenced in that certain deed to Forestar (USA) Real Estate Group Inc. as recorded in document No. 2021047873 O.P.R.M.C.Tx., said corner also being the Northwest corner of subject tract;

Thence North 87° 20' 55" East, 1,028.38 feet with the South line of a said 92.22 acre tract and North line of subject tract to a found 5/8 inch iron rod, said iron rod being an interior corner of said 92.22 acre tract and the Northeast corner of subject tract;

Thence South 02° 20' 30" East, 2,684.35 feet with the boundary of said 92.22 acre tract and the Eastern most boundary of subject tract to a found 1/2 inch iron rod, said iron rod being a corner of said 92.22 acre tract, said iron rod being the Northwest corner of a called 15.727 acre tract as referenced in that certain deed to Wild Rose Farm LLC, as recorded in Document No. 2020061943 O.P.R.M.C.Tx., said iron rod also being an interior corner of subject tract;

Thence South 10° 33' 01" West, 1,203.74 feet with the boundary of said 15.727 acre tract and subject tract to a found 1/2 inch iron rod, said iron rod being an interior corner of said 15.727 acre tract and subject tract;

Thence South 26° 07' 24" East, 385.64 feet with the common boundary of said 15.727 acre tract and subject tract to a found "TXDOT" monument, said monument being on the North Right of Way (R.O.W.) of F.M. 1488 (Variable Width), said monument also being the Southeast corner of subject tract;

Thence South 81° 39' 56" West, 156.06 feet with the North R.O.W. of said F.M. 1488 and the Southerly boundary of subject tract to a found "TXDOT" monument;

Thence South 83° 05' 22" West, 494.35 feet with the North R.O.W. of said F.M. 1488 and the Southerly boundary of subject tract to a found 5/8 inch iron rod, said iron rod being an interior corner of subject tract;

Thence North 72° 27' 26" West, 12.25 feet with the North R.O.W. of said F.M. 1488 and the Southerly boundary of subject tract to a set 5/8 inch iron rod with cap stamped "PS&S", said iron rod being an interior corner of subject tract;

Thence North 86° 31' 01" West, 100.00 feet to a set 5/8 inch iron rod with cap stamped "PS&S", said iron rod being the most Southwesterly corner of subject tract;

Thence North 47° 42' 20" West, 228.55 feet to a set 5/8 inch iron rod with cap stamped "PS&S", said iron rod being the most Westerly South corner of subject tract;

Thence North 02° 15' 12" West, passing a found 5/8 inch iron rod with cap stamped "MANHARD" at 87.48 feet, passing a found 5/8 inch iron rod with cap stamped "MANHARD" at 115.72 feet, continuing North 02° 15' 12" West 2,531.95 feet with the East boundary of Mill Creek Estates Section 1 according

PS&S Job No. 075210003

April 15, 2021

Page 2 of 2

to the map or Plat thereof as recorded in Document No. 2019108993 O.P.R.M.C.Tx., continuing North 02° 15' 12" West, 579.97 feet with the East boundary of Mill Creek Estates Section 3 according to the map or Plat thereof as recorded in Document No. 2021118009 O.P.R.M.C.Tx., Continuing North 02° 15' 12" West, 886.04 feet with the East boundary of said Mill Creek estates Section 4 for a total of 4,085.87 feet back to the Point and Place of Beginning, and containing 94.901 acres (4,133,870 square feet) of land, more or less.



Michael G. Spores, RPLS No. 6634



PS&S,LLC  
18 Augusta Pines Drive, Suite 100W  
Spring, TX 77389  
Firm Registration No. 10194677



## Exhibit B



# MAGNOLIA | LAND PLAN

APRIL 2023 | SCALE: 1"=200'-0"



This drawing and the information contained herein are for general presentation purposes only and are not intended nor shall be used for design or as construction plans. Design subject to change based on final engineering. The Owner reserves the right to modify or change all designs without notice to the public.

## Exhibit C

**Magnolia Paragon UDC Variance List**

<b>Chapter no.</b>	<b>CODE</b>	<b>Code</b>	<b>Variance Request</b>
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU)	35% OSR, 5,000 sf lot, 50' width and 25' front set back, 12' side street and 25' rear	15% OSR, 4,000 sf lots and 40' width and 20' front set back, 10' side street and 10' rear, density as determined by lot dimensioning and setbacks
Ch. 3-1-1.02	Lot size, OSR, width, set backs, density (SU - Apartments)	25% OSR, 14.50/ac density	15% OSR, density greater of 300 units or 25 units/acre
Ch. 5-1-5.09 N	Dual Park and Easement, Storm Water Drainage Facility, or Nature Reserve	Detention of side slope 5:1	Allow 3:1 side slope provided MUD engineer approves
Ch. 5-4-1.03	Drainage Plan required	Drainage Plan approval by City Engineer	City to review the drainage analysis but will allow the analysis to follow Montgomery County requirements. Development agreement will address that the City will accept the Montgomery County approved report and will not require the additional 10% detention of pre-dev flow.