



City of Sugar Land

City Council Agenda

Sugar Land City Hall
2700 Town Center
Boulevard North
Sugar Land, TX 77479

Tuesday, May 13, 2025
City Council Meeting
City Council Chamber
5:30 PM

I. Attention

Members of the City Council, Board and/or Commission may participate in deliberations of posted agenda items through video conferencing means. A quorum of the City Council, Board and/or Commission will be physically present at the above-stated location, and said location is open to the public. Audio/Video of open deliberations will be available for the public to hear/view; and are recorded as per the Texas Open Meetings Act.

The meeting will live stream at <https://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/user/SugarLandTXgov/live>. Sugar Land Comcast/Xfinity Cable Subscribers can also tune-in on Channel 16.

II. Public Comment

Pursuant to Texas Government Code section 551.007, citizens are permitted to address the City Council, Board and/or Commission in person with regard to matters posted for consideration on the agenda. Each speaker must complete a "Request to Speak" form and give it to the City Secretary or designee, prior to the beginning of the meeting.

Each speaker is limited to 3 minutes, speakers requiring a translator will have 6 minutes, regardless of the number of agenda items to be addressed. Comments or discussion by City Council, Board, and/or Commission members, will only be made at the time the subject is scheduled for consideration.

For questions or assistance, please contact the Office of the City Secretary (281) 275-2730.

III. Canvass Election

- A. **FIRST AND FINAL CONSIDERATION**: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2375**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD ON MAY 3, 2025, TO ELECT A MAYOR AND TWO AT-LARGE COUNCIL MEMBERS; CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION HELD ON MAY 3, 2025 TO FILL THE UNEXPIRED TERMS FOR SINGLE MEMBER DISTRICTS TWO AND FOUR; AND TO VOTE ON AN AMENDMENT TO THE CITY'S CHARTER; TO CALL FOR A RUN-OFF ELECTION TO BE HELD ON JUNE 7, 2025; AND PROVIDING FOR OTHER MATTERS RELATING TO THE GENERAL AND SPECIAL ELECTION.

Joe R. Zimmerman, Mayor

IV. Oath of Office

- A. Administer the Oath of Office to Robert Boettcher, Council Member to At Large Position Two; and Rick Miller, Council Member District Four.

Joe R. Zimmerman, Mayor and Beau A. Miller, Harris County 190th Judicial District Court Judge

V. Closed Executive Session

- A. Closed Executive Session as authorized by Chapter 551, Texas Government Code in accordance with:

Section 551.087 Deliberation Regarding Economic Development Negotiations:

For the purpose of deliberation regarding the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near the City.

Devon Rodriguez, Director of Redevelopment

VI. Ordinances and Resolutions

- A. Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-28**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CONDITIONALLY APPROVING A REDEVELOPMENT CONCEPT PLAN FOR APPROXIMATELY 52 ACRES OF LAND LOCATED IN THE LAKE POINTE REDEVELOPMENT DISTRICT.

Ruth Lohmer, Redevelopment Planning Manager

VII. Contracts and Agreements

- A. Consideration of and action on an Incentive Agreement with McCall Street Partners LP; and authorization of a Budget Amendment in the amount of \$2,650,000.00 to expenditures to the General Fund.

Devon Rodriguez, Director of Redevelopment

The Mayor and City Council reserve the right, upon motion, to suspend the rules to consider business out of the posted order. In addition to any Executive Session listed above, the City Council reserves the right to adjourn into Executive Session at any time during this meeting for the purpose of consultation with the Attorney as authorized by Texas Government Code Sections 551.071 to discuss any of the matters listed above.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the City Secretary, (281) 275-2730. Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs.

The agenda and supporting documentation is located on the [City Website](#) under meeting agendas.

Posted on this 9th day of May, 2025 at 5:45 P.M.



City Council Agenda Request May 13, 2025

Agenda Request No: III.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Joe R. Zimmerman, Mayor

Responsible Department: Admin

Agenda Caption:

FIRST AND FINAL CONSIDERATION: Consideration of and action on **CITY OF SUGAR LAND ORDINANCE NO. 2375**: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD ON MAY 3, 2025, TO ELECT A MAYOR AND TWO AT-LARGE COUNCIL MEMBERS; CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION HELD ON MAY 3, 2025 TO FILL THE UNEXPIRED TERMS FOR SINGLE MEMBER DISTRICTS TWO AND FOUR; AND TO VOTE ON AN AMENDMENT TO THE CITY'S CHARTER; TO CALL FOR A RUN-OFF ELECTION TO BE HELD ON JUNE 7, 2025; AND PROVIDING FOR OTHER MATTERS RELATING TO THE GENERAL AND SPECIAL ELECTION.

Recommended Action:

Adopt on first and final consideration, in accordance with Article II of the City Charter, Ordinance No. 2375, declaring the results of the May 3, 2025, General Election for the offices of Mayor and two At-Large Council Members; the Special Election for Single-Member Districts Two and Four; and the vote on a proposed amendment to the City Charter. The ordinance also calls a Runoff Election for June 7, 2025, for any office in which no candidate received a majority of the votes cast.

Executive Summary:

On February 4, 2025, the City Council approved Ordinance No. 2369, calling a General Election for Saturday, May 3, 2025, to elect a Mayor and two At-Large Council Members, and a Special Election to fill the unexpired terms for Single-Member Districts Two and Four. Voters will also consider a proposed amendment to the City Charter.

In accordance with the Texas Election Code, the official returns from the May 3, 2025, election must be prepared by the appropriate election officials and canvassed by the City Council.

Ordinance No. 2375 canvasses the results of the May 3 election and declares the outcomes for

the races for At-Large Position Two and Single-Member District Four and the results of the vote on the amendment to the City's Charter. Pursuant to the Election Code, the ordinance also declares the duly elected candidates for these positions and authorizes the issuance of certificates of election to each winner.

Because no candidate received a majority vote in the races for Mayor, At-Large Position One, and Single-Member District Two, a Runoff Election is required. As outlined in Section 2.027 of the Election Code, the Mayor will certify the names of the runoff candidates in writing and submit the certification to the City Clerk.

The Runoff Election is scheduled for Saturday, June 7, 2025. The Fort Bend County Elections Administrator will determine early voting locations and Election Day vote centers.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

Account Number (ORG-OBJ-Project): n/a

Attachments

1. OFFICIAL RESULTS - ELECTION CANVAS ORDINANCE 2025 (006)
2. Mayor Certification of Runoff Candidates

ORDINANCE NO. 2375

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD ON MAY 3, 2025, TO ELECT A MAYOR AND TWO AT-LARGE COUNCIL MEMBERS; CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION HELD ON MAY 3, 2025 TO FILL THE UNEXPIRED TERMS FOR SINGLE MEMBER DISTRICTS TWO AND FOUR; AND TO VOTE ON AN AMENDMENT TO THE CITY'S CHARTER; TO CALL FOR A RUN-OFF ELECTION TO BE HELD ON JUNE 7, 2025; AND PROVIDING FOR OTHER MATTERS RELATING TO THE GENERAL AND SPECIAL ELECTION.

WHEREAS, the City Council called a general and special election to be held on May 3, 2025, to elect a mayor, two at-large council members, to fill the unexpired terms for single member districts two and four, and to consider an amendment to the city charter; and

WHEREAS, notice of the election was required by law and returns of the election have been made by the proper officers and canvassed by the City Council; NOW THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

Section 1. That at the elections held on May 3, 2025, the following votes were cast for the following candidates:

<u>Office and Name</u>	<u>Total Votes</u>	<u>Percentage</u>
Mayor		
Michelle Mikeska	1,933	11.90%
Sarwar Khan	250	1.54%
Naushad Kermally	3,363	20.70%
William Ferguson	5,834	35.91%
Alex. J. Sowell	226	1.39%
Carol McCutcheon	4,642	28.57%
At Large Position One		
George Kakkanatt	2,799	19.37%
Maggy Horton	2,990	20.69%
Aqeel Virk	567	3.92%
Jim Vonderhaar	5,364	37.12%
Muzaffar Vohar	2,732	18.90%

At Large Position Two

Rob Boettcher	9,616	66.65%
Ameer Malik	4,812	33.35%

District Two

Bradley Tilton	946	21.81%
Sanjay Singhal	1,681	38.75%
Cindy Picazo	648	14.94%
Gladys Nunez	89	2.05%
Nasir Hussain	974	22.45%

District Four

Sapana Patel	1,184	26.99%
Zeenat Mitha	968	22.07%
Rick Miller	2,235	50.95%

Section 2. That the following persons are declared to have been elected to the following offices:

OfficeName**At Large Position Two**

Robert Boettcher

District Four

Rick Miller

Section 3. That the persons declared elected in Section 2 are hereby appointed to the Sugar Land Development Corporation.

Section 4. That because none of the following candidates for the office of Mayor, At Large Position One and District Two received a majority vote, the mayor shall certify in writing, for placement on a runoff election ballot for June 7, 2025, the names of the runoff candidates and deliver the certification to the city clerk as required by section 2.027 of the Election Code.

OfficeName**Mayor**William Ferguson
Carol McCutcheon**At Large Position One**Maggy Horgan
Jim Vonderhaar

District Two

Sanjay Singhal
Nasir Hussain

Section 5. That at the election, the following votes were cast for City Charter Proposition A:

<u>Yes</u>	<u>No</u>
6,272	8,302

Section 6. That the Charter Amendment Proposition A is declared to have not been approved by the voters.

Section 7. Runoff Election Precincts, Voting Locations and Voting Hours on Election Day. The voting location for voting on Election Day for each city election precinct shall be as set forth in the Notice of Election published in the Fort Bend Independent no later than May 28, 2025, and incorporate therein Countywide Election Day Centers, or at other such locations as may be designated by the County Elections Administrator. On Election Day the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 8. Runoff Early Voting Locations, Dates and Times. Early voting by personal appearance for all election precincts shall be held at the locations, at the times and on the days as hereafter may be designated by the County Elections Administrator.

The County Elections Administrator, John Oldham, is hereby designated as the Early Voting Clerk. Applications for ballots to be voted by mail can be obtained at:

Fort Bend County Elections Physical address and Main Early Voting Place:

3730 Bamore Road,
Rosenberg, TX 77471

Mailing address: 301 Jackson St.
Rosenberg, TX 77471

Phone number: (281) 341-8670

Email address: vote@fortbendcountytexas.gov

Internet website: www.FortBendVotes.org

Section 9. Runoff Joint Election. That John Oldham, Elections Administrator of Fort Bend County, Texas, will act as Contracting Officer and will appoint election judges, alternate judges and clerks as described in the Joint Election Agreement and Contract for Election Services between County of Fort Bend, City of Sugar Land, and other Political Subdivisions.

Section 10. Appointment of Election Officers. Prior to Election Day, the election judges, alternate judges, clerks and other personnel necessary for conducting the Election will be

appointed by the County Elections Administrator, and the election judges and alternate judges may be changed and the polling places may be combined for some precincts, pursuant to decisions of the County Elections Administrator. The County Elections Administrator shall be responsible for establishing the central counting station for the ballots cast in such election and appointing the personnel necessary for such station. The City Council hereby authorizes the City Clerk to appoint any such other officials not designated herein or appointed by the County Elections Administrator as are necessary and appropriate to conduct the Election in accordance with the Election Code.

Section 11. Notice of Runoff Election. Notice of the Election in English and Spanish, must be published at least once between the 30th day and the 10th day before the election in a newspaper of general circulation within the city territory stating in substance the contents of this Ordinance, shall be (i) posted on the City website no later than the 15th day before the election (ii) posted on the bulletin board used by the City Council to post notices of meetings no later than the nineteenth (19th) day before the date of the Election; and (iii) posted, not later than the nineteenth (19th) day before the date of the Election, in three (3) public places within the City and at City Hall.

Section 12. Conduct of Runoff Election. Said Election shall be held in accordance with the Election Code as amended, including Chapter 272 of the Code pertaining to bilingual requirements.

Section 13. Voting System. Voting at the election, including early voting, will be by use of the County electronic voting system that has been approved by the Secretary of State.

Section 14. Canvass. The official canvass will be conducted by the City Council at a City Council Meeting on June 17, 2025. Under Article II Sec 2.01 (e) of the City Charter, the persons elected shall take the oath of office and begin their duties at the meeting at which the City Council declares the results of the election.

Section 15. Authority Conducting the Election. The City of Sugar Land is the authority conducting the called election referenced in this ordinance. The website pertinent to said election is: <https://www.sugarlandtx.gov/148/May-3-2025-General-Election>.

ADOPTED on first and final consideration on May 13, 2025, in compliance with section 2.10 of the City Charter.

Joe R. Zimmerman, Mayor

ATTEST:

APPROVED AS TO FORM:



Linda Mendenhall, City Clerk



OFFICE OF THE MAYOR
Joe R. Zimmerman

Certification of Runoff Candidates

I, Joe Zimmerman, Mayor of the City Sugar Land, do hereby certify the office title and names of candidates to be placed on the ballot for the Runoff Election to be held on June 7, 2025:

Mayor

William Ferguson
Carol McCutcheon

City Council At Large Position One

Maggy Horgan
Jim Vonderhaar

City Council District Two

Sanjay Singhal
Nasir Hussain

Signature

Joe R. Zimmerman

Printed Name

Mayor of the City of Sugar Land

Title

May 13, 2025

Date



City Council Agenda Request

May 13, 2025

Agenda Request No: IV.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Joe R. Zimmerman, Mayor and Beau A. Miller, Harris County 190th Judicial District Court Judge

Responsible Department: Admin

Agenda Caption:

Administer the Oath of Office to Robert Boettcher, Council Member to At Large Position Two; and Rick Miller, Council Member District Four.

Recommended Action:

Administer the Oath of Office to Robert Boettcher, Council Member At Large Position Two; and Rick Miller, Council Member District Four.

Executive Summary:

Administer the Oath of Office to Robert Boettcher, Council Member At Large Position Two; and Rick Miller, Council Member District Four.

Budget

Expenditure Required: n/a

Current Budget: n/a

Additional Funding: n/a

Funding Source: n/a

Account Number (ORG-OBJ-Project): n/a

Attachments

None



City Council Agenda Request May 13, 2025

Agenda Request No: VI.A.

Agenda of: City Council Meeting

Initiated by: Ruth Lohmer, Redevelopment Planning Manager

Presented by: Ruth Lohmer, Redevelopment Planning Manager

Responsible Department: Redevelopment

Agenda Caption:

Consideration of and action on **CITY OF SUGAR LAND RESOLUTION NO. 25-28**: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, CONDITIONALLY APPROVING A REDEVELOPMENT CONCEPT PLAN FOR APPROXIMATELY 52 ACRES OF LAND LOCATED IN THE LAKE POINTE REDEVELOPMENT DISTRICT.

Recommended Action:

Staff and Planning and Zoning Commission recommend approval of Resolution 25-28 approving a Redevelopment Concept Plan for Lake Pointe Green.

Executive Summary:

The purpose of this agenda item is for City Council to consider Resolution 25-28 approving a Redevelopment Concept Plan (RCP) for Lake Pointe Green, the 52-acre former Fluor campus in Lake Pointe. The developer, Lovett, is in the process of acquiring the property. Therefore, the resolution provides the conditional approval of the Redevelopment Concept Plan - the condition being that Lovett closes on the property by July 31, 2025.

The 52-acre property was rezoned to the Lake Pointe Redevelopment (LPR) district in December 2023 when the district was created. The LPR district comprises a variety of development regulations including building setbacks, streetscape standards, permitted land uses, and more. Any development taking place within the district will be required to follow these regulations.

The attached Staff Analysis further details the proposed Redevelopment Concept Plan, approval criteria, and community engagement.

Joint City Council and Planning & Zoning Commission Public Hearing

On May 6, 2025, the City Council and Planning & Zoning Commission held a joint public hearing on the proposed Redevelopment Concept Plan. Lovett presented the Redevelopment Concept Plan and four members of the public spoke during the public hearing. Speakers were

generally in support of the development, with one speaker expressing concern about the number of multifamily being proposed, and two others mentioning concerns about the lack of nonresidential. Council and Commission expressed support for the development proposal. Multiple Council members thanked Lovett for their responsiveness to concerns previously expressed. One council member asked about traffic volumes and another asked how much new property value is expected to be generated by the development.

Redevelopment Concept Plan

The Redevelopment Concept Plan (RCP) is a new process that was created specifically for the Lake Pointe Redevelopment District with the establishment of the district in 2023. The RCP provides the opportunity for the public, Planning & Zoning Commission, and City Council to evaluate the location of proposed uses and their relationship to the surrounding area to ensure negative impacts are minimized. The Redevelopment Concept Plan is intended to allow flexibility as the project builds out over many years in order to be responsive to the market as conditions change and is therefore somewhat general in nature.

Community Engagement

The proposed Redevelopment Concept Plan has been shared with City Council, Planning and Zoning Commission and the public. Staff and the developer have reached out to the nearby community offering multiple opportunities to hear about the proposal, ask questions, and provide feedback. These opportunities included a joint workshop between the City Council and Planning and Zoning Commission, a Community Meeting, and a joint public hearing with the City Council and Planning and Zoning Commission.

Recommendation and Next Steps

Staff supports a recommendation of approval of the proposed Redevelopment Concept Plan for Lake Pointe Green. City Council will review the Commission's recommendation and take action on the Redevelopment Concept Plan on May 13.

Budget

Expenditure Required: N/A

Current Budget: N/A

Additional Funding: N/A

Funding Source: N/A

Account Number (ORG-OBJ-Project): N/A

Attachments

1. Resolution No 25 28 V2
2. Lake Pointe Green Redevelopment Concept Plan Staff Analysis
3. Sec. 2-124. Lake Pointe Redevelopment District Development Review Procedures
4. Land Use Plan Lake Pointe RAC Excerpt

RESOLUTION NO. 25-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS
CONDITIONALLY APPROVING A REDEVELOPMENT CONCEPT PLAN FOR
APPROXIMATELY 52 ACRES OF LAND LOCATED IN THE LAKE POINTE
REDEVELOPMENT DISTRICT.**

WHEREAS, McCall Street Partners, LP., (Buyer) has entered into a purchase agreement for approximately 52 acres of property (Property) located in the Lake Pointe Redevelopment District; and

WHEREAS, the Buyer has submitted a Redevelopment Concept Plan to the City for review; and

WHEREAS, the Planning and Zoning Commission and the City Council held a joint public hearing on the Redevelopment Concept Plan on May 6, 2025; and

WHEREAS, the Planning and Zoning Commission met on May 12, 2025 and recommended approval of the Redevelopment Concept Plan; **NOW THEREFORE:**

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND:**

Section 1. That it adopts the recitations set forth in the preamble to this Resolution.

Section 2. That the Redevelopment Concept Plan as shown in Exhibit A is approved conditioned upon the Buyer closing on the Property on or before July 31, 2025.

APPROVED on May ____, 2025.

Joe R. Zimmerman, Mayor

ATTEST

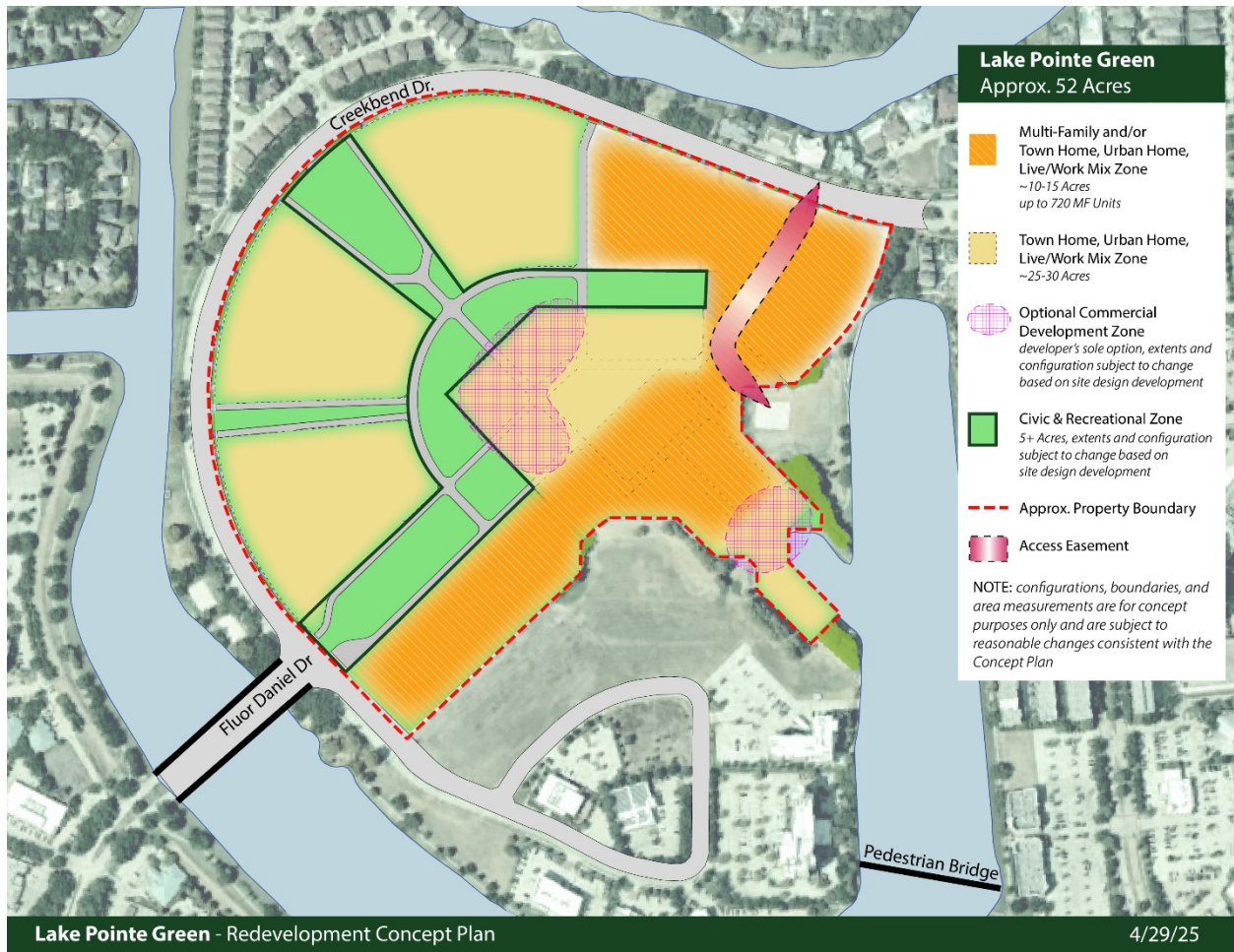
APPROVED AS TO FORM

Linda Mendenhall, City Clerk

Meredith Riede, City Attorney

Attachment: Exhibit A – Redevelopment Concept Plan

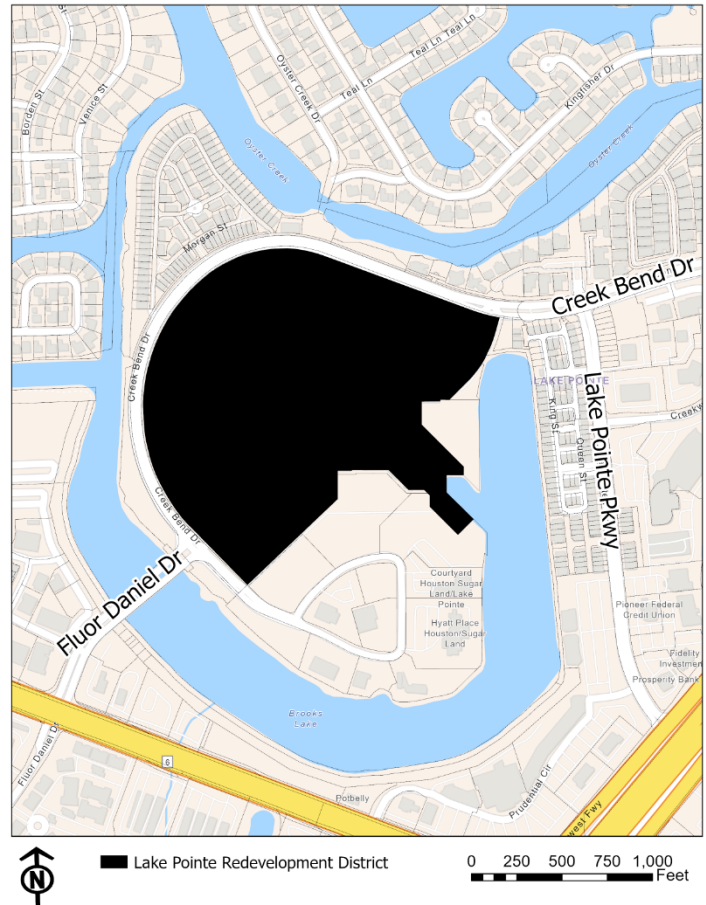
EXHIBIT A REDEVELOPMENT CONCEPT PLAN



LAKE POINTE GREEN REDEVELOPMENT CONCEPT PLAN STAFF ANALYSIS

Project Background

In January 2025, the property owners of the former Fluor campus in Lake Pointe placed the land for sale and began marketing the property. City staff was approached by Lovett, the property owner's preferred buyer and developer, who is now seeking Redevelopment Concept Plan approval to ensure his vision aligns with the City's adopted plans and policies before finalizing the purchase. Lovett's request is to complete the City processes before the land sale. While the City isn't driving the timeline, we recognize the importance of keeping momentum, and we don't miss out on a strong redevelopment opportunity. That means working at the speed of business—while still following our required public process, including community engagement and formal approvals.



Redevelopment Concept Plan Proposal

The Redevelopment Concept Plan (RCP) is a new process that was created specifically for the Lake Pointe Redevelopment District with the establishment of the district in 2023. The RCP provides the opportunity for the public, Planning & Zoning Commission, and City Council to evaluate the location of proposed uses and their relationship to the surrounding area to ensure negative impacts are minimized. The Redevelopment Concept Plan is intended to allow flexibility as the project builds out over many years to be responsive to the market as conditions change and is therefore somewhat general in nature.

The Lake Pointe Green Redevelopment Concept Plan includes approximately 25-30 acres of compact residential development (Townhome, Urban Home, and Live/Work), 10-15 acres of multi-family/compact residential (with up to 720 multi-family units), and 5+ acres of civic space. Although the developer has indicated there is not currently a market for commercial within the site, potential commercial sites have been shown on the Plan as “Optional Commercial Development Zone.”



APPROVAL CRITERIA

Development Code Sec. 2-124 establishes criteria which the Commission and Council should consider when evaluating a proposed Redevelopment Concept Plan in the Lake Pointe Redevelopment District. The criteria are listed and then evaluated in the paragraphs below.

3. *Approval Criteria. In reviewing a proposed Redevelopment Concept Plan, the Commission and Council shall ensure that:*
- a. The proposed development is consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed;*
 - b. The proposed development is consistent with and conforms to the Comprehensive Plan and any other applicable plans;*
 - c. The proposed development is consistent with the purpose statements of this Development Code and complies with all applicable standards in this Code and all other applicable regulations, requirements and plans. Compliance with these standards is applied at the level of detail required for the subject submittal; and*
 - d. The proposed development considers the existing roadway network and minimizes impacts on surrounding areas.*

a. Previous Plans and Approvals

There are no previous plans in place for the former Fluor campus that remain intact.

b. Comprehensive Plan

The Comprehensive Plan is a collection of master plans that each address a specific component of the City's infrastructure. The most applicable plans are addressed below.

Land Use Plan

In December 2023, City Council approved an amendment to the Land Use Plan for the Lake Pointe Regional Activity Center (RAC). The amendment included revisions to the preferred land use distribution and number of allotted multi-family units. Excerpts from the Land Use Plan are attached. The proposed Redevelopment Concept Plan is in alignment with the intent of the Land Use Plan: providing compact, walkable residential within Activity Centers (Goal 3, Policy a); RACs including a central public space (Goal 2, Policy a); and the Lake Pointe Regional Activity Center containing residential as the predominant use (Areas of Change, Lake Pointe Activity Center) with up to 1,100 multi-family units. An excerpts from the Land Use Plan – Lake Pointe Regional Activity Center is attached for reference; the full Plan can be viewed at www.sugarlandtx.gov/landuseplan.

Mobility Master Plan

In addition, the proposed Redevelopment Concept Plan maintains Creekbend Dr. in its current location as a Minor Collector, in accordance with the City's Mobility Master Plan – Master Thoroughfare Plan.

Parks, Recreation, and Open Space (PROS) Master Plan

The proposed Redevelopment Concept Plan includes 5+ acres of civic space/ green space. The area will be improved with sidewalks/ walking trails and other recreational amenities as required by the Development Code. This civic space will meet the intent of the PROS Master Plan, adding needed recreational/ open spaces to this area of the city.

c. Development Code

The Development Code requires that the Redevelopment Concept Plan demonstrate compliance with the required housing mix. The proposed Plan meets the minimum requirement of having three or more housing types; it includes Townhomes, Urban Homes, Live/Work and Multifamily. Additionally, the Plan demonstrates compliance with the Civic Space requirement of a minimum of 5%. The 5+ acres allocated for Civic Space exceeds the minimum 2.6 acres that is required.

d. Roadway Network

By maintaining Creekbend Dr. in its current location, the proposed Redevelopment Concept Plan minimizes disruption to traffic flow in the areas surrounding the 52-acre site. Although the community has expressed concern about future traffic as a result of the new development, it's important to remember that when Fluor fully occupied the 1.5 million square feet of office space on this campus, there were over 4,500 employees. The vehicular traffic volume that is anticipated to be generated by the new development does not exceed that of the Fluor campus when it was at full capacity.

COMMUNITY ENGAGEMENT

The proposed Redevelopment Concept Plan has been shared with City Council, Planning and Zoning Commission and the public. Staff and the developer have reached out to the nearby community offering multiple opportunities to hear about the proposal, ask questions, and provide feedback. These opportunities included a joint workshop between the City Council and Planning and Zoning Commission, a Community Meeting, and a joint public hearing with the City Council and Planning and Zoning Commission.

Joint City Council and Planning & Zoning Commission Workshop

On April 22, 2025, the City Council and Planning & Zoning Commission held a joint workshop to review and discuss the proposed Redevelopment Concept Plan for Lake Pointe Green. Council and Commission discussion and questions focused largely on the proposed uses, with some expressing

concern that the proposal only includes residential uses and not commercial. The development team indicated that there is currently no market for office or retail in this area, and that it is not anticipated to change drastically in the near term. However, they described plans for the civic spaces within the development, which could include temporary commercial uses, such as farmers' markets, food trucks, and other pop-up events. Other concerns included parking for events, price point of homes, and consistency with the Land Use Plan. The overall consensus was that the Redevelopment Concept Plan should incorporate the flexibility of potential nonresidential if the market demands it in the future. Additionally, the developer should ensure connectivity and activation with the existing retail across the lake.

Community Meeting

On April 23, 2025 the development team hosted a community meeting at Hyatt Place Sugar Land to present the proposal to the community, seek input, and provide a forum for asking questions. Staff supported the effort by helping connect the development team with the community and sharing the meeting invitation. The meeting invitation was sent directly to over 375 contacts and placed on NextDoor. Nearly 100 residents attended the meeting.

Several attendees expressed concern about traffic in the area, asking about anticipated number of trips, whether Creekbend Dr would be relocated, and how many connections would be made to Creekbend Dr. The community also asked questions about housing types and price points, ownership and programming of the public spaces, crime, impact to schools, and anticipated impacts to the surrounding area during construction.

Following the community meeting, an email was sent to attendees thanking them for their attendance and participation and inviting them to the joint public hearing. A link to submit public comments was also provided for those who might be unable to attend the public hearing. Additionally, the email included a link to the project webpage where all public meeting information is listed along with feedback forms, email sign-ups and more.

Joint City Council and Planning and Zoning Commission Public Hearing

City Council and Commission will hold a public hearing on the proposed Redevelopment Concept Plan. The Notice of Public Hearing was published in a newspaper of general circulation and posted on the City of Sugar Land's Public Hearings webpage. All property owners within 200 feet of the subject

property were notified via mailers. Below is an image of the public hearing notice and a map of properties that received mailers. Notification of the public hearing was also provided to community meeting attendees, the HOA and messaging was included on NextDoor. The public hearing notice included a link to an online form that can be submitted to provide comments in advance of the meeting.



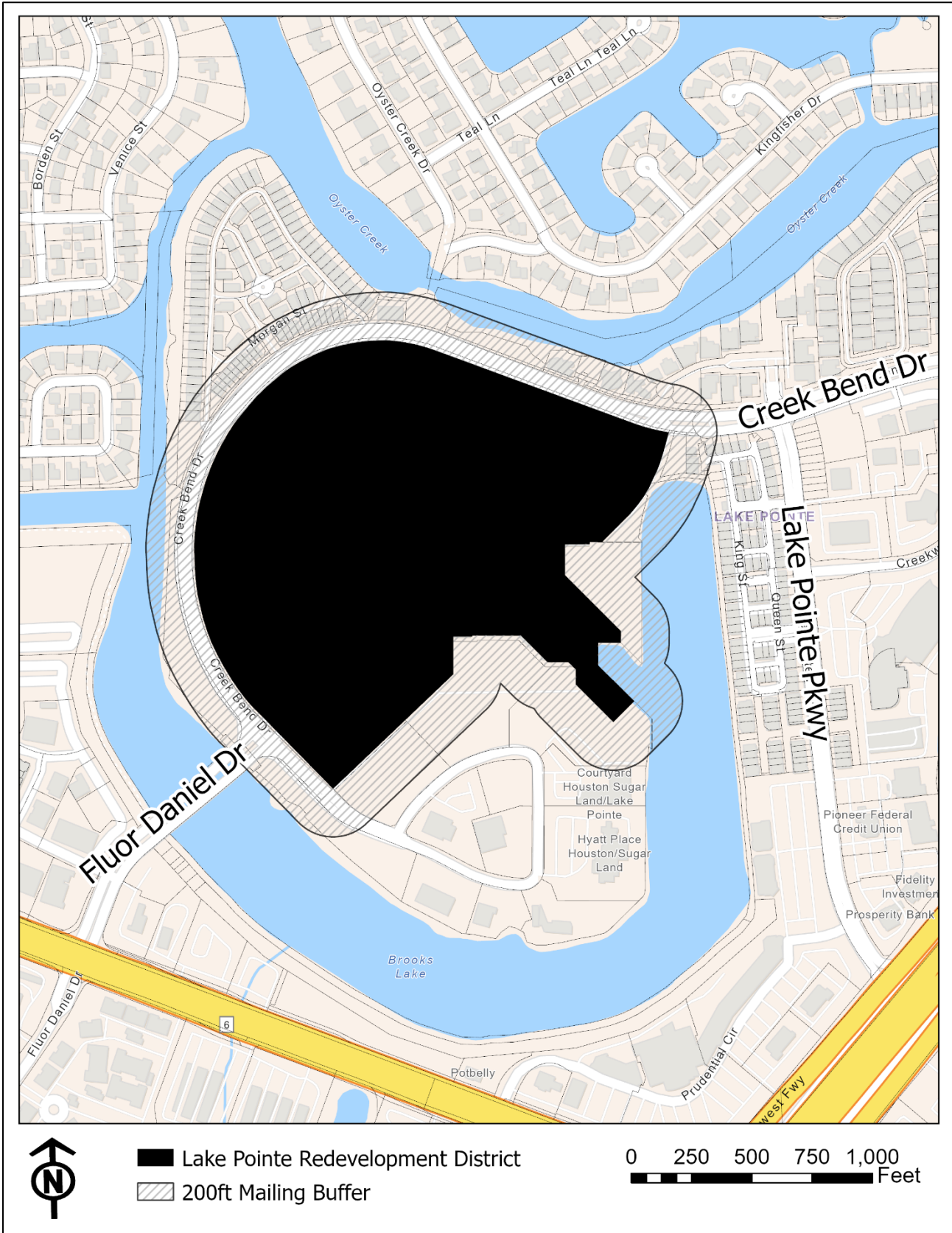
NOTICE OF PUBLIC HEARING

REDEVELOPMENT CONCEPT PLAN FOR APPROX. 52 ACRES IN THE LAKE POINTE REDEVELOPMENT DISTRICT, LOCATED ON CREEK BEND DR BETWEEN FLUOR DANIEL DR AND LAKE POINTE PKWY

Joint Planning and Zoning Commission and City Council Public Hearing 6:00 p.m., May 6, 2025, to hear all persons interested in the proposed Redevelopment Concept Plan, City of Sugar Land City Council Chamber, 2700 Town Center Boulevard North. Watch via live stream at <http://www.sugarlandtx.gov/1238/SLTV-16-Live-Video> or <https://www.youtube.com/sugarlandtxgov/live>; or Sugar Land Comcast Subscribers can tune-in on Channel 16.

The proposed Redevelopment Concept Plan provides the opportunity to evaluate the location of proposed uses and their relationship to the surrounding area to ensure negative impacts are minimized during redevelopment.

The agenda item for this meeting will be placed on the City of Sugar Land website at www.sugarlandtx.gov under “Meeting Agendas” City Council no later than Friday, May 2, 2025. Request details or provide feedback on the proposed amendment online at www.sugarlandtx.gov/PublicHearingComment or contact City of Sugar Land Redevelopment Department at (281) 275-2229.



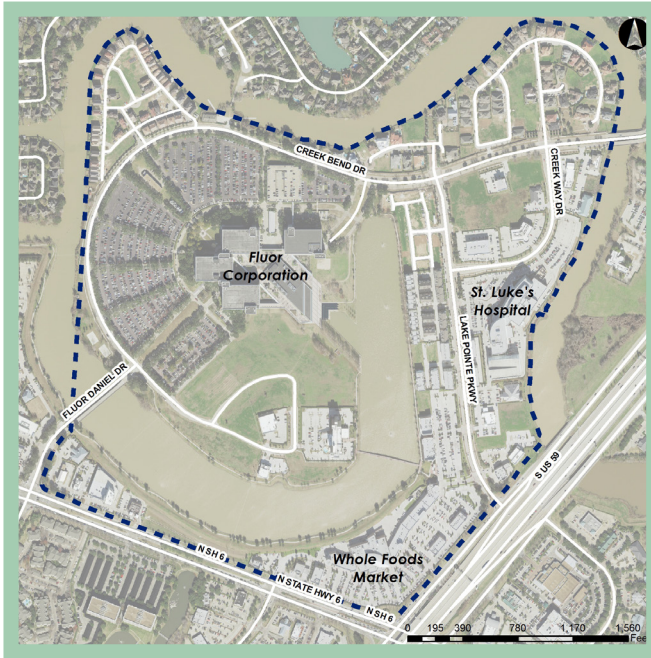
Sec. 2-124. - Lake Pointe Redevelopment District Development Review Procedures.

A. *Redevelopment Concept Plan.*

1. ***Purpose.*** A Redevelopment Concept Plan is intended to provide a mechanism for review of a large, complex, or phased project within the Lake Pointe Redevelopment District. A Redevelopment Concept Plan enables the Commission and Council to evaluate the proposed development and its relationship to the surrounding area to ensure negative impacts are minimized; and to evaluate location of proposed uses, connectivity, and location of public spaces. It also enables an applicant to demonstrate compliance with the housing mix requirement set forth in Section 2-117: Minimum Housing Mix Requirement through a multi-phased development.
2. ***Applicability.*** A Redevelopment Concept Plan must be submitted for review and approval prior to permitting in the Lake Pointe Redevelopment District. A Redevelopment Concept Plan may be submitted either in conjunction with an application for Rezoning or as a precursor to the preparation and submittal of the more specific and detailed plans required for Subdivision or Site Plan approvals.
3. ***Approval Criteria.*** In reviewing a proposed Redevelopment Concept Plan, the Commission and Council shall ensure that:
 - a. The proposed development is consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed;
 - b. The proposed development is consistent with and conforms to the Comprehensive Plan and any other applicable plans;
 - c. The proposed development is consistent with the purpose statements of this Development Code and complies with all applicable standards in this Code and all other applicable regulations, requirements and plans. Compliance with these standards is applied at the level of detail required for the subject submittal; and
 - d. The proposed development considers the existing roadway network and minimizes impacts on surrounding areas.
4. ***Requirements.*** The Redevelopment Concept Plan shall be a general site layout plan that includes the following:
 - a. Overall property boundary and the property's relationship to adjoining subdivisions or properties;
 - b. Identification and approximate size of development areas such as districts, blocks or parcels;
 - c. Existing and proposed Streets that form the boundaries of development areas;
 - d. Use classification of each development area (nonresidential by category or residential by housing type) demonstrating a mix of uses and housing types;
 - e. Total number of multi-family units and approximate location;
 - f. Location of major Civic Spaces and natural geographic features.
5. ***Review Procedure.***
 - a. ***Preapplication.***
 - (1) ***Pre-development Meeting.*** The applicant must attend a pre-development meeting with the Development Review Committee before submitting a formal application.
 - (2) ***Public Engagement.*** The applicant shall engage the public early in the development process. The applicant must host a public meeting in accordance with requirements established in the Development Application Handbook.
 - b. ***Commission Hearing and Report.*** The Commission will hold a public hearing on the proposed Redevelopment Concept Plan, for which notice of the time and place of the hearing has been

published in the official newspaper of general circulation in the City before the 15th day before the date of the public hearing. Notice must be given to owners of any Premises located within 200 feet of the land subject to the Redevelopment Concept Plan. After the public hearing, the Commission will make a recommendation to Council to approve, deny, or approve with conditions the request. A tie vote on a request for a Redevelopment Concept Plan is deemed to be the Commission's recommendation of denial. If the Commission denies a Redevelopment Concept Plan, an applicant may appeal the denial to City Council by submitting a written request to the Director within 30 days of the date of denial. The City Council may approve or deny the request, return it to the Commission for further consideration, or take whatever other action the Council deems appropriate.

- c. *City Council Hearing and Action.* The Council will hold a public hearing on the proposed Redevelopment Concept Plan, for which notice of the time and place of the hearing has been published in the official newspaper of general circulation in the City before the 15th day before the date of the public hearing. Notice must be given to owners of any Premises located within 200 feet of the land subject to the Redevelopment Concept Plan. After the public hearing and receiving the Commission's recommendation, the Council will approve, deny, or approve with conditions the request.
- d. *Optional Joint Public Hearing.* The City Council may hold a joint public hearing with the Commission. In case of a joint hearing, the City Council may not act on the request until it receives the report of the Commission.
- e. *Changes to Redevelopment Concept Plan.* Substantial changes to the approved Redevelopment Concept Plan, including but not limited to, a change in classification of a development area, or significant street design or development area changes, shall require resubmittal to the Council. The Director may approve any other changes to the Redevelopment Concept Plan.
- f. *Expiration of Approval.* Once final, an approval decision shall expire after 2 years, unless work towards the project has commenced. For the purposes of this provision, "commence" means any of the following:
 - (1) Demolition or removal of an existing building or structure preparatory to rebuilding;
 - (2) Clearing or grading of the site (land disturbance); or
 - (3) Expansions, alterations, or modifications of an existing structure including electrical, mechanical, plumbing, structural, or cosmetic changes, or other changes requiring a building permit.
- g. *Extension of Time.* An applicant may request to extend the expiration time for commencement or completion of any application.
 - (1) *Conditions of Approval.* All extensions of time are subject to any conditions of approval that applied to the original approval. The Council may impose additional conditions to further mitigate potential adverse effects of the proposal on adjacent properties and the community.
 - (2) *Extensions.* The Council may grant an extension of time up to 1 year from the original expiration date for any application unless a condition of approval prohibits an extension of time or conditions have not sufficiently changed to warrant a denial.



B. Lake Pointe (office and residential focused)

Located north of the intersection of Hwy 6 and US 59, the Lake Pointe Regional Activity Center spans 148 acres and encompasses a diverse range of land uses and amenities. These include the Fluor corporate campus, medium-density single-family residential neighborhoods along Creekbend and Lake Pointe Parkway, St. Luke's Hospital, and adjoining commercial properties along Hwy 6 and US 59. While the Fluor campus, which dates back to the 1980s, offers a significant prospect for redevelopment within this regional hub, the remaining residential, retail, commercial, and hospitality areas, established more recently, are anticipated to remain largely unchanged in the foreseeable future.

The vision for this Regional Activity Center is to combine offices, housing, retail, entertainment, and civic spaces to create a distinctive sense of place where people can gather outside of work, school, and their homes. Redevelopment should create a walkable environment that harmoniously blends medium- to higher-density residential development with compatible nonresidential uses.



Existing



Inspiration

The Activity Center should include a variety of housing types, including Missing Middle Housing such as townhomes, urban homes, and duplexes, as well as multi-family and senior living. These novel housing configurations offer a mixture of residential options in a variety of configurations to appeal to a wide range of people at all stages of life. Their design and form make these housing configurations compatible in height, bulk and style with Sugar Land's existing housing supply to increase density without creating a sense of crowding.

Examples of appropriate nonresidential uses include offices, experiential shopping, commercial businesses, hospitality, service establishments and civic and community facilities. Density and activity levels within the Activity Center should be maximized at the core, while gradually reducing intensity at its edges to ensure compatibility with surrounding residential.

Redevelopment in the Regional Activity Center should make the most of the presence of Brooks Lake, offering a unique opportunity to provide a distinctive experiential atmosphere. Development and revitalization efforts within the Activity Center should leverage the potential of Brooks Lake through a range of amenities and physical improvements. These may include water-based activities, lakefront dining, pedestrian bridges, and an extensive network of interconnected walking trails and parks, all of which can convert underutilized pockets of land into remarkable focal points of activity. In the urban landscape,

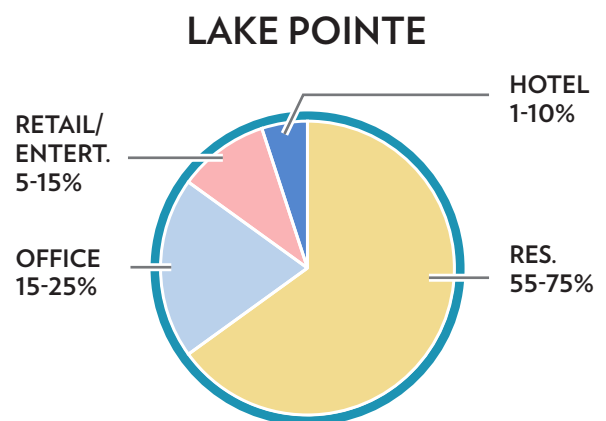


Inspiration

broad sidewalks and tree-lined streets will generate interest in sidewalk dining, entertainment, and both passive and active recreational options. The ultimate objective is to cultivate a vibrant, livable urban environment and create a more enriched community.

The total overall number of multi-family units in this Regional Activity Center is 1,100 units; this is not based on the general guidance of 3 units per developable acre in the RAC but rather on the need for additional residential density to ensure the property's redevelopment is feasible. Any multi-family residential should be in a vertically mixed-use building, or horizontally mixed area, and largely supported by structured parking.

Use percentages in this RAC should be composed of:





City Council Agenda Request May 13, 2025

Agenda Request No: VII.A.

Agenda of: City Council Meeting

Initiated by: Justin Perez, Agenda Coordinator

Presented by: Devon Rodriguez, Director of Redevelopment

Responsible Department: Redevelopment

Agenda Caption:

Consideration of and action on an Incentive Agreement with McCall Street Partners LP; and authorization of a Budget Amendment in the amount of \$2,650,000.00 to expenditures to the General Fund.

Recommended Action:

Approve Lake Pointe Redevelopment and Economic Development Incentives Agreement between the City of Sugar Land and McCall Street Partners, LP and a budget amendment to expenditures to the General Fund for \$2.65M.

Executive Summary:

Redevelopment is City Council's No. 1 priority with a focus on the Imperial Historic District and Lake Pointe, the former Fluor Corporation campus. The over 1 million-square-foot corporate campus, including 30 acres of parking, was vacated by Fluor in July 2024. In January 2025, the property owners of the former Fluor campus placed the land for sale and began marketing the property. City staff has been working with Lovett Commercial ("Buyer"), led by Frank Liu, the property owner's preferred buyer, on their proposed vision for the site. To continue with the land sale, Buyer has requested to initiate the City's development approval processes and complete incentive negotiations. While the City isn't driving the timeline, we must move at the speed of business to not miss out on a strong redevelopment opportunity – while still following our required public processes.

The Lake Pointe Green Redevelopment Concept Plan includes approximately 25-30 acres of compact residential development (Townhome, Urban Home, and Live/Work units), 10-15 acres of multi-family (with up to 720 multi-family units), and 5+ acres of civic space. Although the developer has indicated there is not currently a market for commercial space within the site, potential commercial sites have been shown on the Concept Plan to maintain future flexibility. The civic space will be developed with walking trails that expand on the existing Brooks Trail system, and other recreational amenities to meet the requirements of the Development Code. The Concept Plan shows that the Civic Space will be 5+ acres, but it is anticipated the acreage could

be between 8 to 10 acres. The final size is dependent on finalizing the layout of the site and precise location of roadways.

Unlike greenfield development projects, or projects starting from scratch, redevelopment projects often involve higher initial costs due to existing conditions that must be removed or rebuilt, which can deter private investment. Public funding through grants, loans, or other creative funding solutions can help bridge the gap and leverage private investment to make projects more viable. The city has a long history of using a variety of financing tools to maximize our ability to secure and deliver high-priority economic development projects within the community.

To support the redevelopment of the former Fluor campus into Lake Pointe Green, a 52-acre trail-oriented development, the City and Buyer have negotiated a Redevelopment and Economic Development Incentive Agreement with the following notable incentive terms:

- \$5.3 million Demolition Reimbursement: The city will reimburse for the cost of demolishing the existing improvements up to \$5.3 million. Buyer may submit up to four payment requests, which will include reasonably sufficient evidence showing the Developer's costs and expenses incurred, with a maximum submittal of \$2,650,000 prior to October 1, 2025. The City retains the right to withhold construction permits until all existing improvement demolition is complete.
- \$7 million for the creation of Civic Space & Park Land: Utilizing Sugar Land 4B Corporation funds, as approved on May 6, 2025, via Resolution No. SL4B-R-25-06, the City will pay \$7 million to Buyer at closing of their purchase agreement for Developer's commitment to reserve approximately 8 acres of civic space, park land and expansion of the Brooks Lake Trail as shown in the concept plan. The civic space and park land acreage has been identified in order to preserve as many healthy, mature trees as possible and provide a space for general recreation and possible event-based programming. Upon completion of the civic space and park land, the Buyer will dedicate ownership and maintenance of the civic space and park land to the First Colony Community Services Association (FCCSA), in whose jurisdiction it is currently located, or another mutually agreeable entity. Such dedication must include a clause requiring the civic space and park land to be open to the public without restriction until 2046. In addition, Buyer, City and owner of the civic space and park land will work to develop a mutually agreeable structure and possible annual funding for event programming of the civic space and park land. If the Buyer fails to dedicate eight (8) acres of civic space and park land to the FCCSA or other approved entity by December 31, 2032, the City may reduce, per a calculation outlined in the agreement, or terminate the Public Infrastructure Reimbursement to recover prior payments for civic space and park land.
- \$10 million Public Infrastructure Reimbursement: The City will reimburse the Buyer for Public Infrastructure, as defined in the agreement, via an ad valorem tax grant payable annually to the Developer in an amount equal to 75% of the City's ad valorem taxes for

that calendar year, actually collected from the property in excess of the base value as defined in the agreement and upon the date of the city's acceptance of public infrastructure. The Public Infrastructure Reimbursement shall continue in full until the earlier of, December 31, 2046, or until the Developer has received a total of \$10,000,000.

The Lake Pointe Green project is an exciting opportunity for the City of Sugar Land. The City and Buyer have worked quickly and collaboratively to develop a project and negotiate terms for its success. As such, the City and Buyer both acknowledge the timing of the development cannot be predicted and will depend upon numerous factors outside of either party's control. The parties agree to cooperate in good faith on any matter in connection with the development or operation of the project.

Therefore, to support the redevelopment of the former Fluor campus, one of City Council's priority redevelopment projects, into Lake Pointe Green, staff recommends approval of the Lake Pointe Redevelopment and Economic Development Incentives Agreement between the City of Sugar Land and McCall Street Partners, LP and an amendment to the General Fund expenditures in the amount of \$2.65 million for the reimbursement of this fiscal year's portion of the demolition costs as outlined in the agreement.

Budget

Expenditure Required: \$2,650,000.00

Current Budget: 0

Additional Funding: \$2,650,000.00

Funding Source:

Account Number (ORG-OBJ-Project):

Attachments

1. Agreement
2. Lake Pointe-Sugar Land-EXHIBIT A
3. EXHIBIT A (cont.) SURVEY
4. Lake Pointe-Sugar Land Exhibit B
5. Lake Pointe-Sugar Land-EXHIBIT C
6. Lake Pointe Green Exhibit D

**LAKE POINTE REDEVELOPMENT AND
ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT**
(Tex. Local Government Code, Chapter 380)

This Economic Development Incentives Agreement (this “**Agreement**”), made pursuant to Chapter 380 of the Texas Local Government Code, is made and entered into by and between the **City of Sugar Land** (the “**City**”), McCall Street Partners, LP, a Texas limited partnership, and its assigns (the “**Buyer**”), dated as of May ____, 2025, to be effective as of the date of the closing of the Purchase Agreement (defined below) (the “**Effective Date**”). City and Buyer are sometimes individually referred to herein as a “**Party**” and are sometimes collectively referred to herein as the “**Parties**.”

RECITALS:

WHEREAS, Buyer is contemplating the purchase of that certain tract of land and improvements located thereon (the “**Existing Improvements**”) which formerly served as the headquarters for the Fluor Corporation and consisting of approximately 52 acres within the City of Sugar Land, generally depicted in **Exhibit A**, attached hereto (the “**Property**”); and

WHEREAS, in December of 2023, the City Council of Sugar Land approved and amended the Development Code of the City to establish the Lake Pointe Redevelopment District, of which the Property is zoned to; and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code and other applicable law, the City has established an economic development program for the redevelopment of the Lake Pointe Regional Activity Center “to combine offices, housing, retail, entertainment, and civic spaces to create a distinctive sense of place where people can gather outside or work, school, and their homes” and the City agrees to reimburse public money to the Buyer to advance the public purposes of redeveloping the Property within the Lake Pointe Regional Activity Center and diversifying the City’s economy; and

WHEREAS, in consideration for Buyer’s agreement to purchase the Property and redevelop the Project (as hereinafter defined) on the Property, the City has agreed to offer incentives to Buyer in the form of reimbursements described in Article III of this Agreement; and

WHEREAS, the Project may require one or more alternatives to the application of certain provisions of the Sugar Land Development Code applicable to the Lake Pointe Redevelopment District (the “**Code**”) with respect to certain requirements including, but not limited to, [e.g. density, setbacks, sign requirements, landscape/parking design requirements, and building materials classifications]; and the City has agreed to use best faith efforts to review and process Buyer’s preliminary revisions to the Code; and

WHEREAS, Buyer has agreed, in exchange for and as consideration for the incentives offered by the City, to satisfy and comply with the terms and conditions hereinafter set forth; and

WHEREAS, The City has concluded and hereby finds that this Agreement and the Project substantially advances a legitimate interest of the City by promoting economic

development/redevelopment, attracting new consumers to the City, expanding the sales tax base of the City, and generating new ad valorem tax revenue for jurisdictions in Fort Bend County, which will help stimulate the overall local economy.

NOW, THEREFORE, by and in consideration of the mutual covenants and agreements contained herein, the City of Sugar Land and Buyer hereby agree as follows:

ARTICLE I DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Ad Valorem Tax Revenues” means the amount of Real Property Taxes collected by the City on the Property, a portion of which will be paid to Buyer in the form of Chapter 380 Payments.

“Affiliate” means all persons or entities, incorporated or otherwise, under common control with, controlled by or controlling Company.

“Appraisal District” means the Fort Bend Central Appraisal District.

“Base Value” means the tax year 2025 Taxable Value of the Property after Buyer has finalized its Property tax protest with the Appraisal District, such tax protest to be finalized no later than December 31, 2026.

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

“City Manager” means the City Manager of the City.

“Civic Space and Park Land” means approximately 8 acres as shown on the Redevelopment Concept Plan (including certain portions of the public right of way as depicted generally on **Exhibit B**, attached hereto) which preserves as many healthy, mature trees as is commercially reasonable in general accordance with the Concept Plan, allowing for general recreation, event-based programming, and the expansion of Brooks Lake Trails.

“Concept Plan” means the Redevelopment Concept Plan for the Development attached as **Exhibit B**.

“Connection Fee” means the fee that is a one-time charge to Buyer by the City for each Equivalent Single-Family Connection (“**ESFC**”) platted to cover the capital costs incurred by the City related to the provision of water supply and sewage treatment, subject to section 4.3, below.

“Day” means business day.

“Demolition Reimbursement” shall mean that amount reimbursed by the City to Buyer in connection with Buyer’s costs and expenses incurred or paid for the demolition of the Existing Improvements, including any remediation of the Property, up to FIVE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,300,000.00).

“Development Code” means the Development Code of the City, as applicable to the Property, and subsequent amendments thereto.

“Existing Improvements” means the physical structures located on the Property as of the Effective Date of this Agreement, as shown generally on **Exhibit C**.

“Ordinance” means an ordinance of the City.

“Payment Request” means a written request from Buyer to the City for payment of any of the Reimbursement Payments.

“Personal Property” shall have the meaning ascribed to it in Section 1.04 of the Texas Tax Code, as amended.

“Project” means the redevelopment of approximately 52 acres of the Property into civic, park and residential development, in phases, including the demolition of the Existing Improvements, construction of public infrastructure, multifamily housing, single family attached and detached housing, optional commercial (at Buyer’s sole discretion) and open/civic spaces like parks and recreational areas, as generally depicted on the Concept Plan attached hereto as **Exhibit B**.

“Project Term” shall mean a period beginning on Effective Date and continuing until December 31, 2046.

“Property” means the real property generally described on **Exhibit A**, attached hereto.

“Public Infrastructure” or “Public Improvements” mean the public infrastructure and other projects, facilities, and improvements contemplated to be caused to be designed, developed, acquired, constructed, and installed by the Buyer in accordance with this Agreement and set forth on **Exhibit D**, or otherwise approved by the City.

“Public Infrastructure Reimbursement” shall mean that amount paid as reimbursement by the City to Buyer in connection with the costs and expenses incurred or paid by Buyer for the work performed and improvements made pursuant to Section 3.7 below, in the amount of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00).

“Purchase Agreement” means that certain Agreement for Sale and Purchase of Property executed by and between One FDD LLC, a Delaware limited liability company, as Seller and McCall Street Partners, LP, a Texas limited partnership, dated as of May 5, 2025 for the purchase and sale of the Property, as may be amended from time to time.

“Real Property Improvements” means any improvements constructed on the Project.

“Real Property Taxes” means the Ad Valorem taxes levied by the City on the Property, the Real Property Improvements and the Personal Property.

“Reimbursement Payment(s)” means, collectively, the Demolition Reimbursement and the Public Infrastructure Reimbursement.

“Taxable Value” means the appraised value as certified by the Fort Bend Central Appraisal District as of January 1st of a given year.

“Ultimate Consumer” means the purchaser of a tract or lot within the Property who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

ARTICLE II CONDITIONS TO PROJECT PERFORMANCE

2.1 Conditions to Project Performance. The obligations of the Parties hereunder are conditioned upon Buyer acquiring title to the Property on or before July 31, 2025. In the event Buyer does not acquire the title to the Property, Buyer shall have no obligation to demolish the Existing Improvements, develop, construct or operate the Project and the City shall have no obligation to provide any economic development reimbursement or other economic incentive to Buyer and this Agreement shall automatically terminate and upon such termination this Agreement shall be null and void and the Parties shall have no further rights or obligations with respect hereto.

ARTICLE III ECONOMIC DEVELOPMENT REQUIREMENTS AND REIMBURSEMENTS

In consideration of the incentives provided by the City, Buyer agrees, provided the conditions precedent set forth in Section 2.1 are satisfied, to construct a multi-phase, multi-use redevelopment of the Property, consisting of multi-family and single family detached and/or attached residential, civic and open-spaces, in general conformity with the Concept Plan shown on Exhibit B, attached hereto (the **“Concept Plan”**). The Parties agree that the following actions and incentive payments are required for the redevelopment of the Property.

3.1 Demolition. Buyer agrees to cause the demolition of the Existing Improvements as generally designated on Exhibit C to allow for the redevelopment of the Property. Buyer, in its sole discretion, will demolish the designated Existing Improvements in multiple phases, with all demolition completed by June 1, 2026. The City retains the right to withhold construction permits until the Buyer has demolished all of the designated Existing Improvements.

3.2 Demolition Reimbursement. Buyer, in its sole discretion, may submit up to four (4) Payment Requests to receive reimbursement for demolition expenditures, with a maximum submittal of TWO MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,650,000) prior to October 1, 2025. Each such request will include reasonably sufficient evidence showing Buyer’s costs and expenses incurred. The City shall remit payment for each Payment Request within thirty (30) days of receipt of the Payment Request. City shall pay Buyer interest on each Payment Request not paid by the 31st calendar day from date of submission in an amount equal to the Prime Rate as of the date of each Payment Request, plus one percent (1%).

3.3 Unused Demolition Funds. In the event the incurred costs to demolish the designated Existing Improvements is less than FIVE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,300,000.00), Buyer agrees to enter into negotiations with City to lease ground floor parking at market rates in one or more of the existing or proposed parking structures to be reserved for public parking for access to the Civic Space and Park Land. Such public parking will only be available for a maximum of four (4) hours per day during business hours, or as determined by Buyer from time to time. The City shall use 100% of the unused demolition funds as the payment source for this lease.

3.4 Civic Space and Park Land. Buyer agrees to reserve approximately eight acres of the Property in the Project for Civic Space and Park Land. The Civic Space and Park Land will be in general accordance with the Concept Plan in a way to preserve the area's existing beauty; provide opportunities for community pop-up events and include expansion of and connection to the existing Brooks Lake Trail network as generally shown on the Redevelopment Concept Plan. To further the purposes of open civic space and public park land/amenities, Buyer will collaborate with the City to establish a mutually agreeable tree preservation plan and shall include such details as to the location of existing trees and indicating which trees will be preserved, removed, and relocated.

3.5 Maintenance and ownership of Civic Space and Park Land. Upon completion of the Civic Space and Park Land, Buyer will dedicate ownership and maintenance of the Civic Space and Park Land to the First Colony Community Services Association (FCCSA) or another mutually agreeable entity to ensure that the Civic Space and Park Land is open to the general public for, including but not limited to, general recreation use and pop-up events such as farmers markets, food trucks, live music, sports, and weddings. Such dedication must include a clause requiring the Civic Space and Park Land be open to the public without restriction until 2046. After 2046, City written consent will be required to convert the Civic Space and Park Land to private use. Buyer, City and owner of the Civic Space and Park Land will work to develop a mutually agreeable structure and possible annual funding for event programming of the Civic Space and Park Land.

3.6 Payment for Civic Space and Park Land. As incentive for Buyer's commitment to reserve Civic Space, Park Land and expand the Brooks Lake Trail on approximately eight acres of the Property in the Project for civic (e.g. park/recreational) and open-space use, City agrees to pay to Buyer, at the closing of the Purchase Agreement, SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00).

3.7 Construction of Public Improvements. Buyer agrees to design, develop, acquire, construct and install, or cause the design, development, acquisition, construction and installation of the Public Improvements, as generally described on **Exhibit D**, and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction and installation of the Public Improvements. The Buyer will obtain all additional necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the Development, provide periodic reports of such construction to the City. The City shall use commercially reasonable efforts to assist the Buyer in obtaining such permits and approvals necessary to effectuate the Development,

provided all City approvals and permits shall be made and obtained in accordance with the Ordinances and with the City's usual procedures.

3.8 Design of the Public Improvements. The Buyer shall prepare, or cause to be prepared, the plans and specifications for the Public Improvements. Prior to the commencement of construction and installation of the Public Improvements, the plans and specifications, including the location and scope of the Public Improvements, must be approved by the City, which shall provide approval or comments within 30 Days of the delivery of such plans and specifications to the City. If there are any material changes to the plans and specifications, the Buyer shall submit such changes to the City, which shall provide approval or comments within 30 Days of the delivery.

3.9 Dedication of Public Improvements. Public right of way improvements (the "ROW Improvements") required for the Project, which rights of way and ROW Improvements shall be dedicated to the applicable governmental authorities at the appropriate times. All such public ROW improvements shall be constructed in consultation with the City and in accordance with all applicable state and local requirements.

3.10 Public Infrastructure Reimbursement. The City will reimburse the Buyer for Public Infrastructure via the Public Infrastructure Reimbursement payable annually to the Buyer in an amount equal to seventy-five percent (75%) of the Ad Valorem Tax Revenues for each calendar year, based upon the increase of Taxable Value above the Base Value and collected by the City, beginning upon the date of City's acceptance of all Public Improvements and related Public Infrastructure. The Public Infrastructure Reimbursement shall continue in full, unless reduced or terminated, until the earlier of (i) December 31, 2046, or (ii) until the Buyer has received a total of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00). The City shall pay Buyer annual interest on the Public Infrastructure Reimbursement in an amount equal to the Prime Rate as of January 1 of each year plus 1%, (the "Public Infrastructure Interest"), not to exceed TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). The Public Infrastructure Interest shall be payable once Buyer has received TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) in Public Infrastructure Reimbursement. The City shall pay the Public Interest concurrently with the final Public Interest Reimbursement due from the City to the Buyer, if the Ad Valorem Tax Revenue has reached TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00).

3.11 Reduction or Termination of Public Infrastructure Reimbursement. If Buyer fails to dedicate eight (8) acres of Civic Space and Park Land to the FCCSA or other approved entity by December 31, 2032, the City may reduce or terminate the Public Infrastructure Reimbursement to recover payments made pursuant to Section 3.6. Such reduction or termination will be determined by dividing the Civic Space and Park Land Payment (\$7,000,000) by the number of acres approved in the Site Plan to determine the per acre value of the Civic Space and Park Land. The City will then reduce the Public Infrastructure Payment by an amount necessary to recover the balance. Should the balance exceed the remaining Public Infrastructure Reimbursement Payments, the City may terminate the remaining payments.

ARTICLE IV. PROJECT IMPLEMENTATION AND RELATED CITY COMMITMENTS

4.1 Timing of Project. The City acknowledges that as of the Effective Date, Buyer cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of Buyer, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Buyer may develop the Project in such order and at such rate and times as Buyer deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties.

4.2 Project Approvals.

- a. The City has previously approved the Concept Plan attached as **Exhibit B**. The Parties acknowledge that the Concept Plan is the proposed, conceptual master general development plan of the Property and identifies the general, proposed land uses for the development. The Concept Plan may be revised and amended from time to time in accordance with the Development Code.
- b. The City shall assist and cooperate in good faith with Buyer in connection with obtaining any other City approvals, permits, and similar documents, as may be necessary or desirable in connection with the development or operation of the Project. If City action is required in connection with obtaining any such approvals, permits, or other documents, other than zoning, variance, plat approvals, or other action in accordance with applicable law that requires a process that extends beyond ten (10) Business Days, the City shall take final action within ten (10) Business Days following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from Buyer that are necessary to complete the City process. If City action is required in connection with obtaining any zoning, variance, plat approvals, or other action in accordance with applicable law that requires a process that extends beyond ten (10) Business Days, the City will make a good faith effort to take final action promptly in accordance with the requirements of applicable law and the City's usual procedures.

4.3 Connection Fees. The City agrees that Connection Fees (or any other similar impact or capital recovery fees) for water and wastewater services contemplated for the Project shall not be charged to the Buyer or its permitted successors and assigns. The Buyer may be required to pay Connection Fees (or other similar impact or capital recovery fees) for the water and wastewater services if the Property or Development requires the City to provide the Property with ultimate water and wastewater supply services to serve the Property and Development in an amount greater than 1300 ESFCs.

4.4 Vested Rights. Upon execution of this Agreement, the City and Buyer agree that the rights of such Parties as set forth in this Agreement shall be deemed to have vested. The Concept Plan attached as **Exhibit B**, as amended from time to time in accordance with this Agreement, shall be considered be a development plan as provided for in Section 212.172 of the Texas Local Government Code.

4.5. Waiver of Actions Under Private Real Property Rights Preservation Act. The Buyer 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 (as used in this section 4.5, the "Act"), 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 Buyer’, Buyer’ grantee’s, or a grantee’s successor’s “Private Real Property,” as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and the Buyer and Buyer’s 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.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE CITY

5.1 The City represents and warrants that:

a. The City is a home rule Texas municipal corporation and has the power to enter into and has taken all required actions to date required to authorize this Agreement and carry out its obligations hereunder.

b. The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.

c. The City has established an economic development program for the redevelopment of the Property and the reimbursements described herein have been duly approved by the City.

ARTICLE VI

DEVELOPER REPRESENTATIONS AND WARRANTIES.

6.1 Buyer represents and warrants that:

a. Buyer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term. As used herein, the term “good standing” means the status of Buyer with the Comptroller of the State of Texas shall be “Active”.

b. No litigation or governmental proceeding is pending or, to the knowledge of Buyer, threatened against or affecting Buyer with respect to the Property or the Project that would result in any material adverse change in Buyer’s business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against Buyer, and Buyer has not been informed of any potential involuntary bankruptcy proceedings.

d. Buyer shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of City, the State of Texas, and Fort Bend County

taxing jurisdictions with respect to the Property and the Project throughout the Project Term; provided Buyer or its Affiliates may contest any such taxes as provided for by applicable law.

e. Buyer, for the purposes of Chapter 2271 of the Texas Government Code, except to the extent otherwise required by applicable federal law, represents that at the time of execution and delivery and through the term of this Agreement, neither Buyer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Buyer that exists to make a profit, boycotts or will boycott Israel. The terms “boycotts Israel” and “boycott Israel” as used in this section have the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code. For purposes of this section, “Buyer” has the same meaning as the term “company” as set forth in Section 2271.001(2) of the Texas Government Code, as amended.

f. Buyer, for the purposes of Subchapter F of Chapter 2252 of the Texas Government Code, represents that at the time of execution and delivery and through the term of this Agreement neither Buyer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Buyer that exists to make a profit, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. For purposes of this section, “Buyer” has the same meaning as the term “company” as set forth in Section 2270.0001(2) of the Texas Government Code, as amended.

g. Buyer, to the extent this Agreement represents a contract for goods or services, for the purposes of Chapter 552.371, Texas Government Code, and except to the extent otherwise required by applicable federal law, will (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City through the term of this Agreement, (ii) promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Buyer on request of the City, and (iii) upon completion of this Agreement, either (a) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Buyer or (b) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the City. The term “contracting information” as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code, as amended.

h. Buyer, to the extent this Agreement represents a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2274 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, at the time of execution of this proposal, neither Buyer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Buyer, boycotts or will boycott energy companies. The term “boycott energy company” has the meaning assigned thereto in Section 809.001 of the Texas Government Code, as amended.

i. Buyer, to the extent this Agreement represents a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2274 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, represents that at the time of execution of this proposal, neither Buyer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Buyer, discriminates or will discriminate against a firearm entity or firearm trade association. The term “discriminate against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to such term in Section 2274.001 of the Texas Government Code, as amended. “Firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). “Firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which ensures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

ARTICLE VII

DEFAULT, TERMINATION, AND REMEDIES

7.1 Buyer’s Representation and Covenants Limited to Project. The City agrees and acknowledges that Buyer’s representations, warranties, covenants, agreements and performance obligations under this Agreement are limited to and apply exclusively to the operations of Buyer at the Property for the Project and any determination as to whether Buyer is in violation or Default of this Agreement will be limited to Buyer’s operations on the Property for the Project.

7.2 Defaults. A Party shall be in default if any of the following events ("Event of Default") shall occur: (a) The failure of the Party to pay an amount when due and owing under this Agreement and the continuation of such failure for ninety (90) days after notice has been provided in accordance with this Agreement; and (b) Any other breach of any covenant or provision of this Agreement and such breach has not been cured within ninety (90) days from and after the date of written notice of such breach is given; provided, however, such Event of Default shall not exist if the defaulting Party shall have commenced to remove or cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach.

7.3 Remedies. Upon the occurrence and during the continuance of an Event of Default, the non-defaulting Party shall have all remedies available to it at law or in equity, including without limitation termination, injunction and specific performance. Notwithstanding anything herein to the contrary, the monetary remedies against any Party or Parties shall be limited to actual damages (but not consequential or punitive damages) suffered by a non-defaulting Party or Parties resulting from an Event of Default.

7.4 **Limitations.**

a. **Effect of Force Majeure Event.** A Party will not be deemed to be in Default or otherwise in violation of any non-monetary term of this Agreement to the extent such Party's action, inaction or omission is the result of a Force Majeure event. The Parties agree to use commercially reasonable efforts to promptly resolve any Force Majeure event that adversely and materially impacts their performance under this Agreement. A Force Majeure event pauses a Party's performance obligation for the duration of the event but does not excuse it.

The term "force majeure" as used herein, shall include, but not be limited to, pandemics, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inability of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided ("Force Majeure").

b. **Overpayments.** Notwithstanding the limitations on remedies in this Article, it is understood and agreed that, because the incentive payments are from public funds, any verified overpayments to Buyer may be recovered by the City or, at the City's sole discretion, through available remedies at law or in equity, or by reducing future incentive payments by the amount of an overpayment.

c. **Offset.** The City may deduct from any Reimbursement Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes legally and rightfully owed to the City by Buyer; provided that before offsetting any amounts the City must provide Buyer with (a) advance notice of such offset, (b) sixty (60) days to take action to remedy the situation giving rise to the offset, and (c) reasonable opportunity, at Buyer's own expense, to contest such offset.

d. **Limitation on Damages.** Notwithstanding anything contained in this Agreement to the contrary, under no circumstance shall a Party be entitled to punitive, special or consequential damages. Additionally, notwithstanding anything contained in this Agreement to the contrary, under no circumstances shall Buyer be liable in an amount in excess of the amount which Buyer has actually received from the City under Article III hereof.

e. **Personal Liability of Public Officials.** No employee or elected official of the City shall be personally responsible for any liability arising under or growing out of this Agreement.

f. **Liability of Ultimate Consumer.** Ultimate Consumers shall have no liability for the failure of the Buyer 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, land use restrictions, and the Development Code, as applicable to the use of their tract or lot. The declaration of restrictive covenants and land use restrictions shall run with the land.

g. **Limited Waiver of Immunity.** With respect to the above-referenced remedies afforded to Buyer under this Agreement, the City's execution of this Agreement constitutes a waiver certain immunities of the City from liability or suit with respect to (a) actions to enforce City's obligations under this Agreement, including the payment of any amounts or damages hereunder, and (b) writs of mandamus with respect to the performance of City's obligations under this Agreement, including the payment of any amounts or damages hereunder. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

7.5 Termination. Either Party may file this Agreement in the Official Public Records of Fort Bend County, Texas. If 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 Official Records of Fort Bend County, a document confirming the termination of this Agreement, and other documents as may be appropriate to reflect the basis upon which this termination occurred.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Additional Tracts Bound by Agreement. The City and the Buyer acknowledge and agree that the Buyer may acquire one or more tracts of land adjacent to the Property for purposes of development. If the Buyer acquires, or obtains an option to acquire, property adjacent to the boundaries of the Property, the Buyer shall give written notice to the City that such tract has been or will be acquired. The notice shall: (a) reference this Agreement, (b) include a legal description of the tract and a proposed amendment to the Concept Plan for development of the tract that is consistent with the guidelines set forth in this Agreement and the Development Code, and (c) request that such tract be rezoned and added to the Lake Pointe Redevelopment Zoning District. If the City approves the re-zoning and proposed amendment to the Concept Plan, the Buyer shall, immediately or upon acquisition of the tract, record notice of the approval (including the legal description of the tract acquired) in the real property records of Fort Bend County and shall send a copy of the recorded notice to the City. At such time, this Agreement shall automatically be deemed amended to include and bind such tract as a part of the Property.

8.2 Binding Agreement. Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

8.3 Good Faith. The Parties agree that they have entered into this Agreement in good faith, intend to deal with each other in good faith, and intend for this Agreement to be enforceable as to its terms under Texas law.

8.4 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

8.5 Construction and Interpretation.

a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words “including”, “such as”, or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as “without limitation” or “but not limited to” are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

8.6 Revenue Sharing Agreement. The City designates this Agreement as materially similar to a revenue sharing agreement, thereby entitling the City to request and receive sales and use tax information from the State of Texas Comptroller, pursuant to Section 321.3022 of the Texas Tax Code for any and all projects associated with this Agreement. Buyer agrees to use commercially reasonable efforts to source materials for the Project from Sugar Land based companies; provided, that such materials are available to Buyer at commercially reasonable costs.

8.7 Payment from Revenues and Other Sources. Any payments required to be made by the City under this Agreement will be paid from current revenues or other funds lawfully available to the City for such purpose in each fiscal year during the Project Term.

8.8 Assignability or Sale. Buyer may assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity only with prior written approval and consent by City, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, Buyer may assign its rights and obligations under this Agreement, in whole or in part, without the consent of the City, but upon written notice to the City to an Affiliate. Upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned. Should Buyer desire to sell a portion of the Property to a party, other than the Ultimate Consumer, Buyer shall promptly notify the City in writing of such sale. Any assignments of rights under this Agreement or sale of land, other than to an Ultimate Consumer, are subject to this Agreement, and the terms of this Agreement are binding upon an assignee or subsequent purchaser of land. Any contract, agreement to sell land, or instrument of conveyance of land, which is a part of the Property, other than to a Ultimate Consumer, shall recite and incorporate this Agreement as binding on any purchaser or assignee. The Buyer shall promptly notify the City prior to any substantial change in ownership or control of that Buyer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of a Buyer; provided, that any assignment or transfer to a related family members or family trusts shall not be deemed a change of

control. Any substantial change in ownership or control shall be deemed an assignment of this Agreement and shall be subject to the terms and conditions of this Section.

8.9 Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

8.10 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

8.11 Minor Amendments. The City Manager of the City has the authority to administratively approve “minor revisions” to this Agreement when Buyer demonstrates, to the reasonable satisfaction of the City Manager, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

8.12 Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material 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 provisions of this Agreement.

8.13 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and are expressly made part of this Agreement as if copied verbatim.

8.14 Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to City:

City of Sugar Land
Attn: City Manager
2700 Town Center Blvd. N.
Sugar Land, Texas 77479

With copy to: cityattorney@sugarlandtx.gov

If to Buyer:

McCall Street Partners, LP
Attn: Frank M. K. Liu
2410 Polk St, Ste. 200

Houston, TX 77003

With Copy to:

Roberts Markel Weinberg Butler Hailey PC
Attn: Himesh Gandhi _____
2800 Post Oak Blvd., Suite 5700
Houston, TX 77056
Email: hgandhi@rmwbh.com

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed; provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

8.15 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, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by 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 but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

8.16 Governing Law and Venue. This Agreement and the relationship between the Parties shall be governed by the laws of the State of Texas, and venue for any action pertaining to this Agreement shall be in the State District Court of Fort Bend County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of the said Court.

8.17 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the City shall be the City Manager or his designee ("**City Representative**"), and the initial representative for Buyer shall be Frank M. K. Liu ("**Buyer Representative**"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property.

8.18 Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

8.19 Economic Incentives Constitute a Program. This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52- a, Texas Constitution and Chapter 380, Texas Local Government Code.

8.20 Public and Confidential Information. Information provided by or on behalf of Buyer pursuant to this Agreement that Buyer considers to be proprietary and/or confidential and marked as such shall be maintained by City as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act (“Act”), City shall immediately notify Buyer and shall follow the standards set out in the Act and under the Texas Attorney General’s procedures for such requests and Buyer shall have the right to defend the confidentiality of such information.

8.21 Disclosure of Interested Parties. Buyer agrees that it shall comply with the requirements of Section 2252.908 by filing form 1295 with the Texas Ethics Commission, to the extent applicable.

8.22 Incorporation of Recitals. The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

EXHIBITS ATTACHED:

Exhibit A	Property Description (Survey and Legal Description)
Exhibit B	Concept Plan
Exhibit C	Existing Improvements with structures to be demolished identified
Exhibit D	Public Improvements

(Signature Pages Follow)

EXECUTED on this ____day May, 2025.

CITY:

CITY OF SUGAR LAND

By: _____
Michael W. Goodrum, City Manager

ATTEST:

Linda Mendenhall, City Clerk

APPROVED AS TO FORM:

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on May ____, 2025, by _____, City Manager of the City of Sugar Land, Texas, a municipal corporation in Fort Bend County, Texas, on behalf said municipal corporation.

[S E A L] _____

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXECUTED on this 9th day of May, 2025.

BUYER:

MCCALL STREET PARTNERS, LP,
a Texas limited partnership

By: Sage Interests, Inc.,
a Texas corporation
its general partner

By: 
Name: Frank M. K. Liu
Title: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 9th, 2025, by Frank M. K. Liu, President of Sage Interests, Inc., a Texas corporation, the general partner of McCall Street Partners, LP, a Texas limited partnership, on behalf said limited partnership.

[S E A L] Phalyca Kong

Notary Public, State of Texas

My Commission Expires:

July 8, 2026

Phalyca Kong
Printed Name of Notary Public

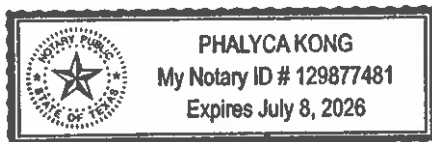


EXHIBIT A

Property Description

EXHIBIT B

Concept Plan

EXHIBIT C

Existing Improvements to be Demolished

EXHIBIT D

EXHIBIT A

Legal Description of the Property

TRACT 1:

Being 53.88 acres of land situated in the S.M. Williams League, Abstract Number 97, Fort Bend County, Texas, out of a called 67.5280 acre tract land known as the "Central Development Tract" as shown on the plat of the "Fluor Central Development Tract" recorded under Slides Numbered 733B through 736A of the Fort Bend County Plat Records and that certain 67.5280 acre tract described in a deed recorded in Volume 2478, Page 1627, of the Fort Bend County Deed Records, said 53.88 acre tract being more particularly described as follows:

BEGINING at an "X" scribed in concrete found for a corner of said Central Development Tract and me northwesterly line of a called 72.4192 acre tract known as Reserve "C" of said "Fluor Central Development Tract";

THENCE with the common line southeasterly line of said Central Development Tract and the northwesterly line said Reserve "C" as follows:

In a southwesterly direction, 209.27 feet along the arc of a curve to the right having a radius of 618.68 feet, a central angle of 19° 22' 48" and a chord which bears S 35 ° 18' 35" W, 208.27 feet to an "X" scribed in concrete at a point of tangency:

S 45° 00' 00" W, 138.72 feet to a 5/8-inch iron rod for corner;
WEST, 50.68 feet to a "X" scribed in concrete set for corner;
SOUTH, 8.90 feet to a "X" scribed in concrete set for corner;
WEST, 103.50 feet to a "X" scribed in concrete set for corner;
SOUTH, 128.02 feet to a "X" scribed in concrete found for corner;
S 45° 00' 00" E, 328.10 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;
SOUTH, 47.33 feet to a "X" scribed in concrete found for corner;
WEST, 94.50 feet to a "X" scribed in concrete found for corner;
SOUTH, 94.50 feet to a "X" scribed in concrete found for corner;
S 45° 00' 00" E, 204.99 feet to a "X" scribed in concrete found for corner;
S 45° 00' 00" W, 122.29 feet to a 5/8-inch iron rod found for corner;
N 45° 00' 00" W, 219.53 feet to a 5/8-inch iron rod found for corner;
NORTH, 62.44 feet to a "X" scribed in concrete found for corner;
N 45° 00' 00" W, 44.90 "X" scribed in concrete found for corner;
WEST, 86.30 feet to a "X" scribed in concrete found for corner;
N 45° 00' 00" W, 156.00 feet to a "X" scribed in concrete found for corner;
WEST, 201.45 feet to a "X" scribed in concrete found for corner;
SOUTH. 4.56 feet to a "X" scribed in concrete found for corner;
WEST, 78.95 feet to a "X" scribed in concrete found for corner;

SOUTH 156.15 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;
THENCE over and across said "Central Development Tract" as follows:

S 46° 25' 03" W, 696.71 feet to a "X" scribed in concrete set for corner;
N 44° 58' 34" W, 352.20 feet to a "X" scribed in concrete set for corner;
S 46° 25' 03" W, 2.05 feet to a "X" scribed in concrete set for corner;
N 43° 34' 57" W, 85.48 feet to "X" scribed in concrete set for corner;

In a northeasterly direction, 1504.56 feet with the arc of a curve to the right having a radius of 973.16 feet, a central angle 88° 34' 58" and a chord which bears N 00° 42' 32" E, 1359.13 feet to a "X" scribed in concrete set for the point compound curvature;

In a northeasterly direction, 800.90 feet, with the arc of said curve to the right having a radius of 701.00 feet, a central angle of 65° 27' 40" and a chord which bears N 77° 43' 51" E, 758.05 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for the point of tangency;

S 69° 32' 18" E, 873.34 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for the point of curvature of a curve to the left;

In a southeasterly direction, 148.11 feet with the arc said curve to the left having a radius of 790.00 feet, a central angle of 10° 44' 30" and a chord which bears S 74° 54' 34" E, 147.89 feet to a "X" scribed in concrete set for corner;

S 15° 29' 10" W, 92.44 feet to a "X" scribed in concrete set for corner;

THENCE in a southwesterly direction, 112.58 feet with the arc of a curve to the right having a radius of 618.68 feet, a central angle of 10° 25' 35" and a chord which bears S 20° 24' 24" W, 112.43 feet to the POINT OF BEGINNING and containing 53.88 acres of land.

Bearing orientation is based on a 67.5280 acre tract of land known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded at Slides 733B through 736A of the Fort Bend County Plat Records.

SAVE AND EXCEPT 0.8682 acres described in DEDICATION DEED (Creek Bend Drive) dated May 10, 2006, filed May 24, 2006, under Clerk's File No. 2006060534, Official Public Records of Fort Bend County, Texas.

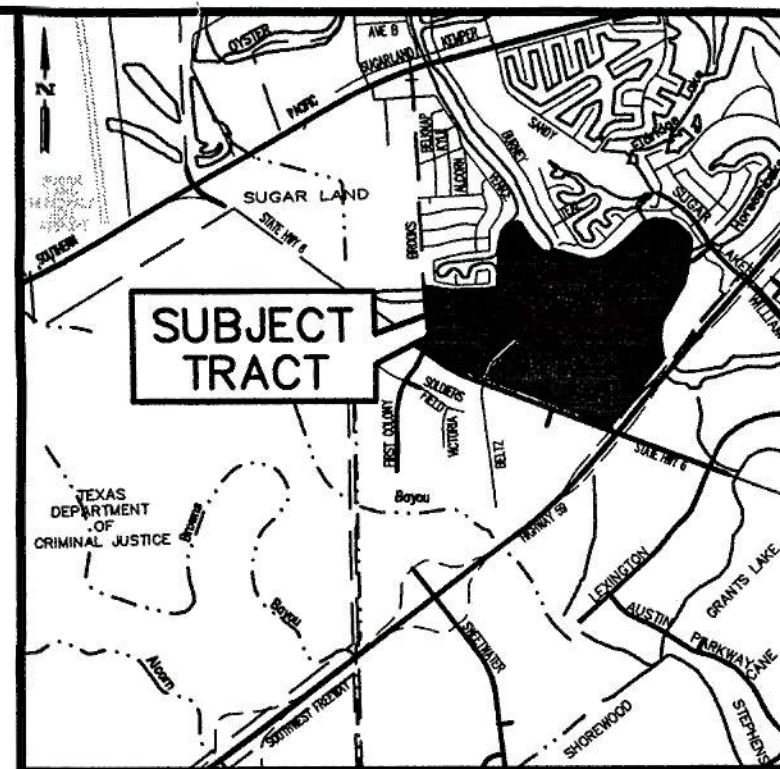
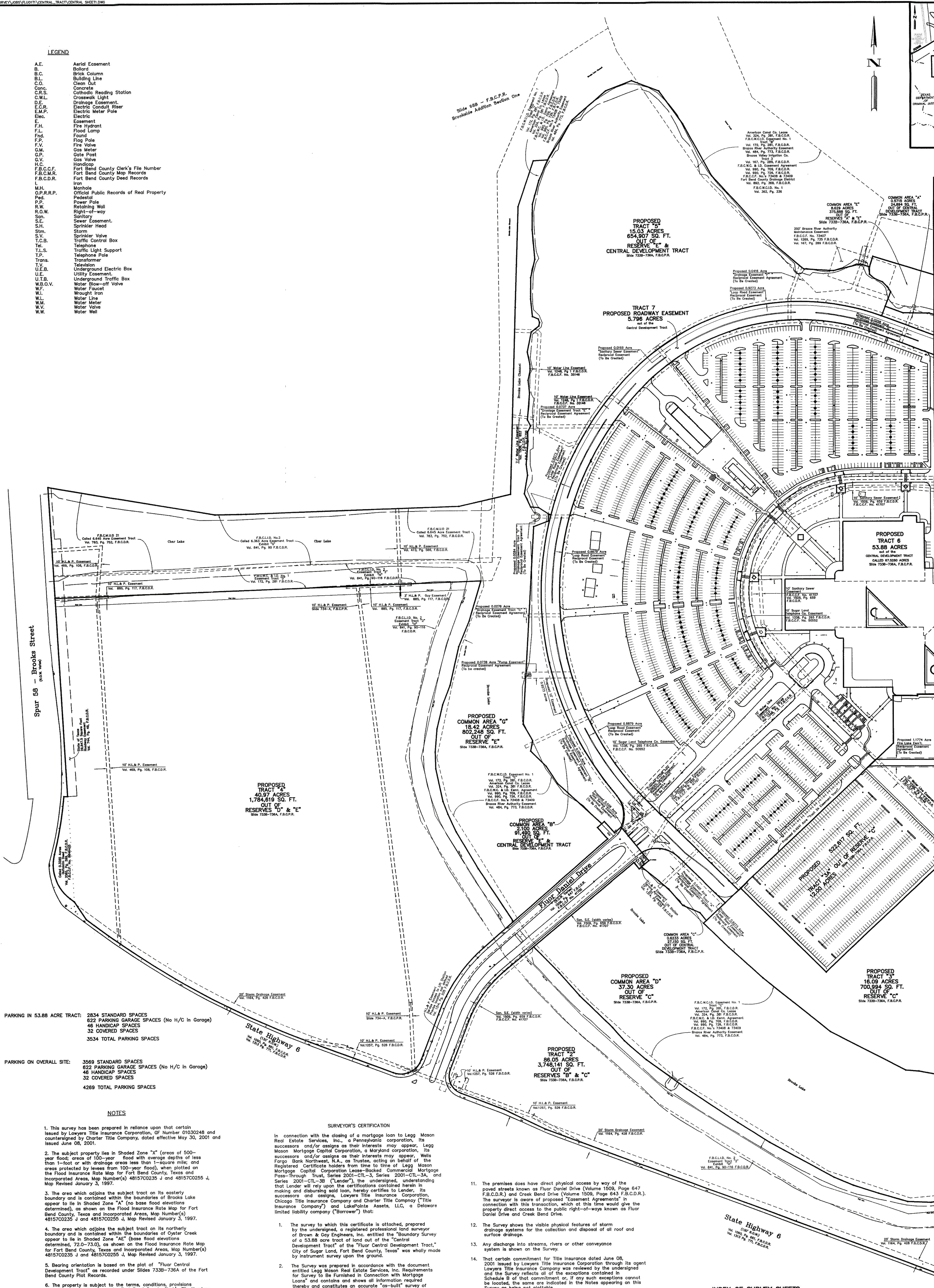
TRACT 2:

Easement Estate created by that certain Reciprocal Easement Agreement dated June 28, 2001, executed by and between Fluor Enterprises, Inc., a California corporation, d/b/a Fluor Signature Services ("FEI") and Lakepointe Assets LLC, a Delaware limited liability company ("Lakepointe"), filed June 29, 2001, recorded under County Clerk's File No. [2001058566](#), of the Official Public Records, Fort Bend County, Texas. Amended by First Amendment to Reciprocal Easement Agreement dated October 21, 2004, filed November 2, 2004, under County Clerk's File No. 2004134140, of the Official Public Records, Fort Bend County, Texas.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

LEGEND

A.E.	Aerial Easement
B.	Bolt
B.C.	Brick Column
B.L.	Building Line
C.O.	Clean Out
C.R.S.	Cathodic Reading Station
C.W.L.	Crosswalk Light
D.E.	Drainage Easement
E.C.R.	Electric Conduit Riser
E.M.P.	Electric Meter Pole
Elec.	Electric
F.	Fire Hydrant
F.L.	Flood Lamp
Fnd.	Found
Fld.	Flag Pole
F.V.	Fire Valve
G.M.	Gas Meter
G.P.	Gate Post
G.V.	Gas Valve
H.C.	Handicap
F.B.C.C.F.	Fort Bend County Clerk's File Number
F.B.C.M.R.	Fort Bend County Map Records
F.B.C.D.R.	Fort Bend County Deed Records
I.	Iron
M.H.	Manhole
O.P.R.R.P.	Official Public Records of Real Property
Pad.	Pad
P.P.	Power Pole
R.W.	Right-of-way
R.O.W.	Right-of-way
San.	Sanitary
S.E.	Sewer Easement
S.H.	Sprinkler Head
Stm.	Storm
S.V.	Sprinkler Valve
T.C.B.	Traffic Control Box
Tel.	Telephone Pole
T.L.S.	Traffic Light Support
T.P.	Transformer
T.V.	Television
U.E.B.	Underground Electric Box
U.E.	Utility Easement
U.T.B.	Underground Traffic Box
W.B.O.V.	Water Blow-off Valve
W.F.	Water Foot
W.L.	Water Line
W.M.	Water Meter
W.V.	Water Valve
W.W.	Water Well

VICINITY MAP
N.T.S.

SHEET 2

NOTES

- This survey has been prepared in reliance upon that certain issued by Lowers Title Insurance Corporation, GE Number 01030248 and countersigned by Charter Title Company, dated effective May 30, 2001 and issued June 08, 2001.
- The subject property lies in Shaded Zone "X" (areas of 500-year flood; areas of 100-year flood with average depths of less than 1-foot or with drainage areas less than 1-square mile; and areas protected by levees from 100-year flood), when plotted on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- The area which adjoins the subject tract on its easterly boundary and is contained within the boundaries of Brooks Lake appear to lie in Shaded Zone "A" (no base flood elevations determined), as shown on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- The area which adjoins the subject tract on its northerly boundary and is contained within the boundaries of Oyster Creek appear to lie in Shaded Zone "A" (no base flood elevations determined), as shown on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- Bearing orientation is based on the plot of "Fluor Central Development Tract" as recorded under Slides 7338-7364 of the Fort Bend County Plat Records.
- The property is subject to the terms, conditions, provisions and stipulations recorded under Fort Bend County Clerk's File Number 8530977.

SURVEYOR'S CERTIFICATION

In connection with the closing of a mortgage loan to Legg Mason Real Estate Services, Inc., a Pennsylvania corporation, its successors and/or assigns as their interests may appear, Legg Mason Mortgage Capital Corporation, a Maryland corporation, its successors and/or assigns as their interests may appear, Wells Fargo Bank Northwest, N.A., as Trustee, acting on behalf of the Registered Certificate holders from time to time of Legg Mason Mortgage Capital Corporation Lease-Backed Commercial Mortgage Pass-Through Trust, Series 2001-CL-3, Series 2001-CL-3A, and Series 2001-CL-3B ("Lender"), the undersigned, understanding that Lender will rely upon the certifications contained herein in making and disbursing said loan, hereby certifies to Lender, its successors and assigns, Lowers Title Insurance Corporation, Chicago Title Insurance Company and Charter Title Company ("Title Insurance Company") and LakePointe Assets, LLC, a Delaware limited liability company ("Borrower") that:

- The survey to which this certificate is attached, prepared by the undersigned, a registered professional land surveyor of Brown & Gay Engineers, Inc., entitled the "Boundary Survey of a 53.88 acre tract of land out of the 'Central Development Tract' of the 'Fluor Central Development Tract,' City of Sugar Land, Fort Bend County, Texas" was wholly made by instrument survey upon the ground.
- The survey was prepared in accordance with the document entitled Legg Mason Real Estate Services, Inc. Requirements for Survey to be Furnished in Connection with Mortgage Loans" and contains and shows all information required thereby and constitutes an accurate "as-built" survey of 53.88 acres known by the street address of One Fluor Daniel Drive.
- The survey and the information, courses and distances shown therein, including all setback and yard lines, are correct and the boundary description on the survey forms a mathematically closed figure.
- The Mortgage/Deed of Trust and Security Agreement has not been provided to the surveyor.
- The size, location and type of visible buildings, visible structures and visible improvements are as shown.
- Solid buildings, structures and improvements constitute all of the visible improvements on said premises and all are within the boundary lines of the property.
- The surveyor has not been made aware of any violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings, structures and improvements, including, without limitation, restrictions to height, frontage area, yard size and set back areas.
- Based upon a careful physical inspection of the premises, there are no visible encroachments by any of the improvements located on said premises onto adjacent property or onto easement areas of others, except as shown.
- There are no visible encroachments by any of the improvements located on said premises onto adjacent property or onto easement areas of others, except as shown.
- The property is serviced by public utility services as shown. All such utilities either enter the premises through adjoining public streets or the Survey shows the point of entry and location of any utilities which pass through or are located on adjoining private land.
- The premises does have direct physical access by way of the paved streets known as Fluor Daniel Drive (Volume 1509, Page 647 F.B.C.D.R.) and Creek Bend Drive (Volume 1509, Page 643 F.B.C.D.R.). The surveyor is aware of proposed 'Easement Agreements' in connection with this transaction, which at this time would give the property direct access to the public right-of-way known as Fluor Daniel Drive and Creek Bend Drive.
- The Survey shows the visible physical features of storm drainage systems for the collection and disposal of all roof and surface drainage.
- Any discharge into streams, rivers or other conveyance system is shown on the Survey.
- That certain commitment for Title Insurance dated June 08, 2001 issued by Lowers Title Insurance Corporation through its agent Lowers Title Insurance Company was reviewed by the undersigned and the Survey reflects all of the exceptions contained in Schedule B of that commitment or, if any such exceptions cannot be located, the same are indicated in the Notes appearing on this Survey as being not locatable.
- Record bearings, angles and distances do not differ from measured bearings, angles or distances unless clearly indicated on the survey.
- The property surveyed is a part of an overall larger parcel of land called "Central Development Tract".
- The surveyor does not know if there is any use of the property other than by its occupants.
- There does not appear to be any visible features of cemeteries or burying grounds on the property.
- The subject property lies in Shaded Zone "X" (areas of 500-year flood; areas of 100-year flood with average depths of less than 1-foot or with drainage areas less than 1-square mile; and areas protected by levees from 100-year flood), when plotted on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- The property has a total of 3,534 on-site parking spaces, of which 46 are delineated as handicapped.
- This is to certify that this map or plot and the survey on which it is based were made in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA, NSPS and ACSM in 1999, and includes items 1, 2, 3, 4, 5, 6, 7(a), 7(b), 8, 9, 10, 11(a), 13, 14, 15 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that proper field field procedures, instrumentation, and adequate survey personnel were employed in order to achieve results comparable to those outlined in the Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys.

Dated this 15th day of June, 2001.



Alan M. McGinnis RPLS No. 4511
Brown & Gay Engineers, Inc.
11480 Westheimer, Suite 700
Houston, Texas 77077
Telephone: (281) 558-8700

Revised 6-15-01: Changed Tract information to match overall survey. Added new proposed easement tracts, made changes and corrections per previous comment letters, renumbered sheets.
Revised 6-19-01: Added fire lane easement and irrigation access easement, corrected sheet index text, various corrections and changes per comment letters, revised certification.
Revised 6-23-01: Easement drawing/description corrections and name changes.

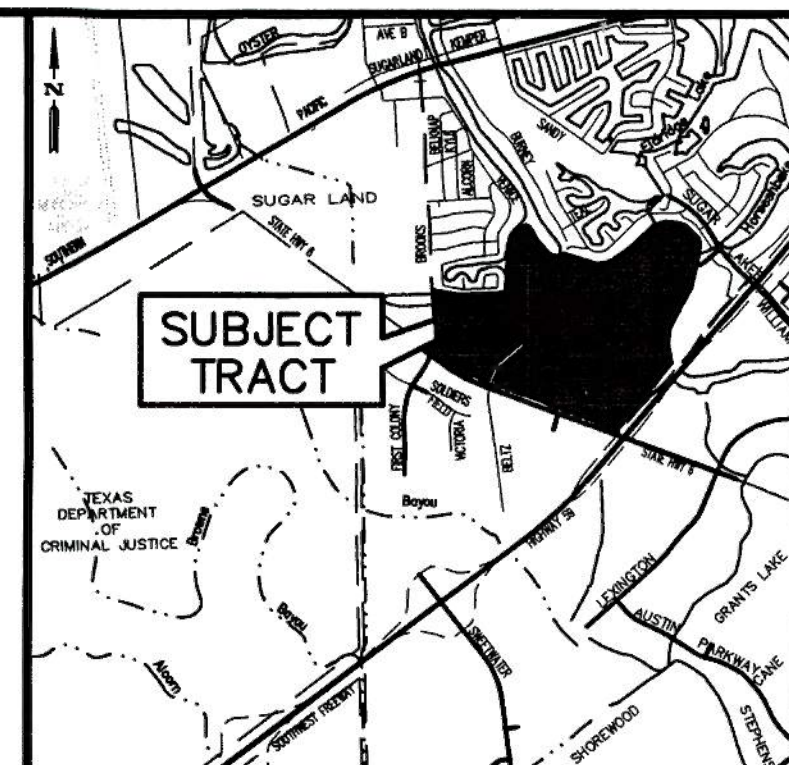
BROWN & GAY
ENGINEERS, INC. CIVIL ENGINEERS & SURVEYORS
HOUSTON, TEXAS

BOUNDARY SURVEY OF A 53.88 ACRE TRACT OF LAND OUT OF THE "CENTRAL DEVELOPMENT TRACT" OF THE "FLUOR CENTRAL DEVELOPMENT TRACT" CITY OF SUGAR LAND FORT BEND COUNTY, TEXAS

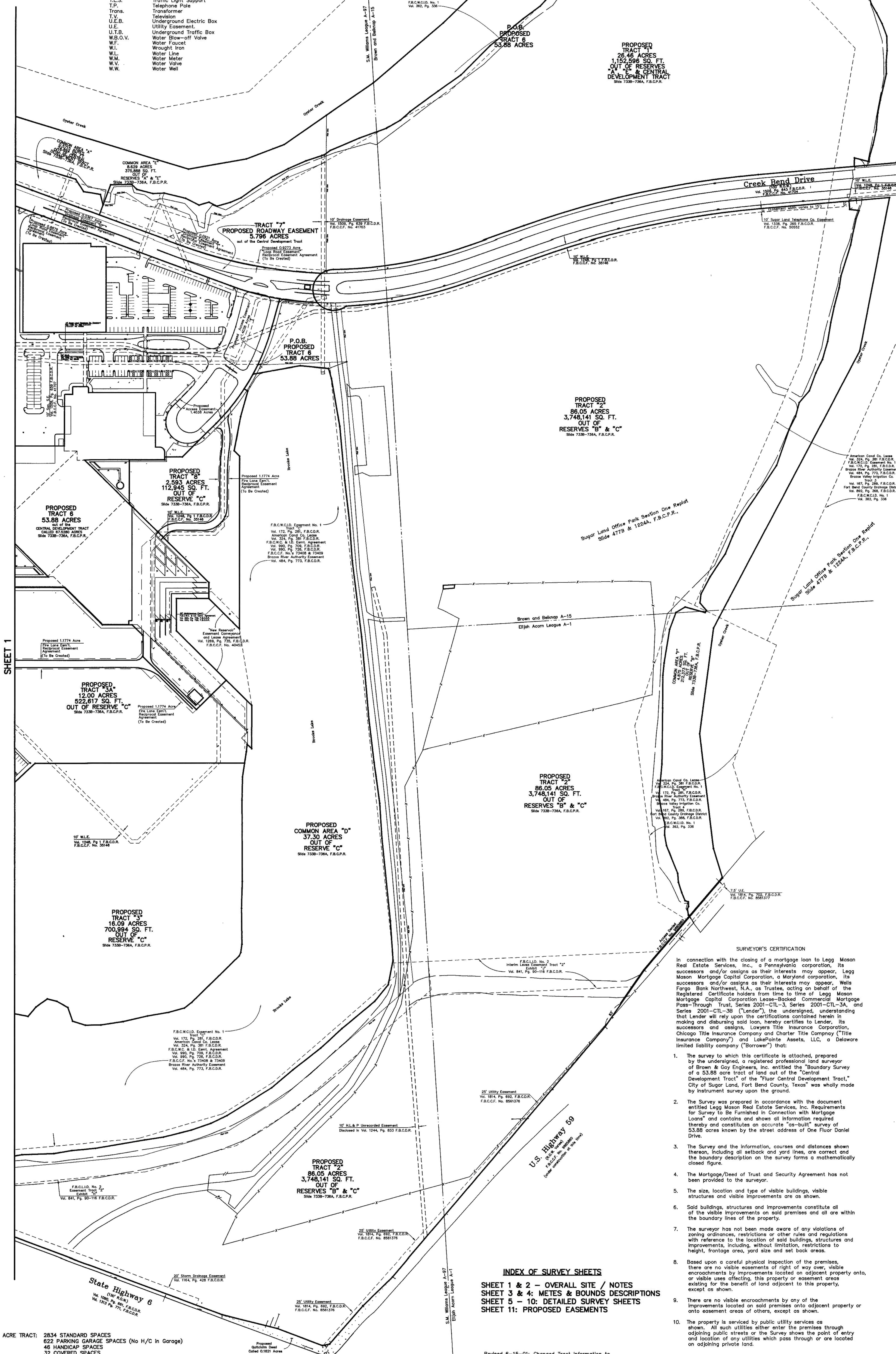
P.C.:	T.T.	Date:	June, 2001	Sheet	1
TECH.:	S.T./A.F.	Scale:	1" = 120'		
R.P.L.S.:	A.M.M.	Job No.:	FLUOR-TI		
Coordinate File:	K:\SURVEY\0505\FLUOR\CENTRAL TRACT\CENTRAL SHEET.DWG				

LEGEND

A.E.	Aerial Easement
B.	Bolt
B.C.	Brick Column
B.L.	Building Line
C.O.	Clean Out
C.C.	Concrete
C.R.S.	Catholic Reading Station
C.W.L.	Crosswalk Light
D.E.	Drainage Easement
E.C.R.	Electric Conduit Riser
E.M.P.	Electric Meter Pole
E.C.	Electric
E.H.	Easement
F.H.	Fire Hydrant
F.L.	Flood Lamp
F.P.	Flag Pole
F.V.	Fire Valve
G.M.	Gas Meter
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P.P.	Power Pole
R.W.	Right-of-way
S.	Sanitary
S.E.	Sewer Easement
S.H.	Sprinkler Head
S.M.	Storm
S.V.	Sprinkler Valve
T.C.B.	Traffic Control Box
T.	Telephone
T.L.S.	Traffic Light Support
T.P.	Telephone Pole
T.	Transformer
T.V.	Television
U.E.	Underground Electric Box
U.B.	Utility Easement
U.T.B.	Underground Traffic Box
W.B.G.V.	Water Blow-off Valve
W.F.	Wrought Iron
W.L.	Water Line
W.V.	Water Valve
W.W.	Water Well



VICINITY MAP
N.T.S.



NOTES

- This survey has been prepared in reliance upon certain issued by Lowers Title Insurance Corporation, of Number 01030248 and countersigned by Charter Title Company, dated effective May 30, 2001 and issued June 06, 2001.
- The subject property lies in Shaded Zone "X" (areas of 500-year flood, areas of 100-year flood with average depths of less than 1-foot or with drainage areas less than 1-square mile; and areas protected by levees from 100-year flood), when plotted on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- The area which adjoins the subject tract on its easterly boundary and is contained within the boundaries of Brooks Lake appear to lie in Shaded Zone "A" (no base flood elevations determined), as shown on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- The area which adjoins the subject tract on its northerly boundary and is contained within the boundaries of Oyster Creek appear to lie in Shaded Zone "AE" (base flood elevations determined, 72.0-73.0), as shown on the Flood Insurance Rate Map for Fort Bend County, Texas and Incorporated Areas, Map Number(s) 48157C0235 J and 48157C0255 J, Map Revised January 3, 1997.
- Bearing orientation is based on the plot of "Fluor Central Development Tract" as recorded under Slides 7338-736A of the Fort Bend County Plat Records.
- The property is subject to the terms, conditions, provisions and stipulations recorded under Fort Bend County Clerk's File Number 8530977.
- The following items referenced in said Commitment for Title Insurance issued by Lowers Title Insurance Corporation, of Number 01030248 and countersigned by Charter Title Company, dated effective May 30, 2001 and issued June 06, 2001 are addressed as follows:
 - Item 11: "Easement for municipal water line purposes granted to the City of Sugar Land and recorded in Volume 1248, Page 1 of the Official Records of Fort Bend County, Texas." Plotted on overall survey map Sheets 1 and 2; lies partially in subject tract.
 - Item 12: "Easement granted to Sugar Land Telephone Company as set forth and described by metes and bounds in instrument recorded in Volume 1338, Page 265 of the Official Records of Fort Bend County, Texas." Plotted on overall survey map Sheet 1 and 2; lies partially in subject tract.
 - Item 13: "Easement for municipal sanitary sewer line purposes granted to the City of Sugar Land as set forth and described by metes and bounds in instrument recorded in Volume 1509, Page 659 of the Official Records of Fort Bend County, Texas." Plotted on overall survey map Sheet 1 and 2; lies partially in subject tract.
 - Item 14: "Easement rights reserved and created in restrictive instruments recorded under Fort Bend County Clerk's File Numbers 8530977." Not shown on survey. Cannot be plotted on survey.
 - Item 16: "Proposed easements shown on survey dated April 5, 2001." All proposed easements are plotted on survey.

SURVEYOR'S CERTIFICATION

In connection with the closing of a mortgage loan to Legg Mason Real Estate Services, Inc., a Pennsylvania corporation, its successors and/or assigns as their interests may appear, Legg Mason Mortgage Capital Corporation, a Maryland corporation, its successors and/or assigns as their interests may appear, Wells Fargo Bank Northwest, N.A., as Trustee, acting on behalf of the Registered Certificate holders from time to time of Legg Mason Mortgage Capital Corporation Lease-Backed Commercial Mortgage Pass-Through Trust, Series 2001-CTL-3, Series 2001-CTL-3A, and Series 2001-CTL-3B ("Lender"), the undersigned, understanding that Lender will rely upon the certifications contained herein in making and disbursing said loan, hereby certifies to Lender, its successors and assigns, Lowers Title Insurance Corporation, Chicago Title Insurance Company and Charter Title Company ("Title Insurance Company") and Lender, its successors and assigns, a Delaware limited liability company ("Borrower") that:

- The survey to which this certificate is attached, prepared by the undersigned, a registered professional land surveyor of Brown & Gay Engineers, Inc., entitled the "Boundary Survey of a 53.88 acre tract of land out of the 'Central Development Tract' of the 'Fluor Central Development Tract,' City of Sugar Land, Fort Bend County, Texas" was wholly made by instrument survey upon the ground.
- The Survey was prepared in accordance with the document entitled Legg Mason Real Estate Services, Inc. Requirements for Survey to Be Furnished in Connection with Mortgage Loans and contains and shows all information required thereby and constitutes an accurate "as-built" survey of 53.88 acres known by the street address of One Fluor Daniel Drive.
- The Survey and the information, courses and distances shown thereon, including all setback and yard lines, are correct and the boundary description on the survey forms a mathematically closed figure.
- The Mortgage/Deed of Trust and Security Agreement has not been provided to the surveyor.
- The size, location and type of visible buildings, visible structures and visible improvements are as shown.
- Solid buildings, structures and improvements constitute all of the visible improvements on said premises and all are within the boundary lines of the property.
- The surveyor has not been made aware of any violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings, structures and improvements, including, without limitation, restrictions to height, frontage area, yard size and set back areas.
- Based upon a careful physical inspection of the premises, there are no visible encroachments of right of way over, visible encroachments by improvements located on adjacent property onto, or visible uses affecting, this property or easement areas existing for the benefit of land adjacent to this property, except as shown.
- There are no visible encroachments by any of the improvements located on said premises onto adjacent property or onto easement areas of others, except as shown.
- The property is serviced by public utility services as shown. All such utilities either enter the premises through adjoining public streets or the Survey shows the point of entry and location of any utilities which pass through or are located on adjoining private land.

Dated this 15th day of June, 2001.



Alan M. McGinn RPLS No. 4511
Brown & Gay Engineers, Inc.
11490 Westheimer, Suite 700
Houston, Texas 77077
Telephone: (281) 558-8700

Revised 6-15-01: Changed Tract Information to match overall survey. Added new proposed easement tracts, made changes and corrections per previous comment letters, renumbered sheets.
Revised 6-19-01: Added fire line easement and irrigation access easement, corrected sheet index text, various corrections and changes per comment letters, revised certification.
Revised 6-23-01: Easement drawing/description corrections and name changes.

INDEX OF SURVEY SHEETS

SHEET 1 & 2 - OVERALL SITE / NOTES
SHEET 3 & 4: METES & BOUNDS DESCRIPTIONS
SHEET 5 - 10: DETAILED SURVEY SHEETS
SHEET 11: PROPOSED EASEMENTS

PARKING IN 53.88 ACRE TRACT: 2834 STANDARD SPACES
622 PARKING GARAGE SPACES (No H/C in Garage)
46 HANDICAP SPACES
32 COVERED SPACES
3534 TOTAL PARKING SPACES

PARKING ON OVERALL SITE: 3569 STANDARD SPACES
822 PARKING GARAGE SPACES (No H/C in Garage)
46 HANDICAP SPACES
32 COVERED SPACES
4269 TOTAL PARKING SPACES

BROWN & GAY
CIVIL ENGINEERS & SURVEYORS
HOUSTON, TEXAS

BOUNDARY SURVEY OF A 53.88 ACRE TRACT OF LAND OUT OF THE "CENTRAL DEVELOPMENT TRACT" OF THE FLUOR CENTRAL DEVELOPMENT TRACT CITY OF SUGAR LAND FORT BEND COUNTY, TEXAS

P.C.: T.T. Date: June, 2001
TECH: S.T./A.F. Scale: 1" = 120'
R.P.L.S.: A.M.M. Job No.: FLU01-11
Coordinate File: K:\BROWN\PLANS\PLANS\CENTRAL TRACT\CENTRAL TRACT.DWG

Sheet 2 of 11

PROPOSED COMMON AREA "A"

DESCRIPTION OF A 0.5715 ACRE TRACT OF LAND SITUATED IN THE S.M. WILLIAMS LEAGUE, ABSTRACT NUMBER 97, CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS

Being 0.5715 acres of land situated in the S.M. Williams League, Abstract Number 97, Fort Bend County Texas, out of a called 67,5280 acre tract of land known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded under Sides Numbered 7338 through 736A of the Fort Bend County Plat Records, said 0.5715 acre tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the northeast corner of said Central Development Tract in the west line of a called 33,762 acre tract known as Reserve "A" of said "Fluor Central Development Tract" and a northeasterly corner of a called 38.6669 acre tract known as Reserve "E" of said "Fluor Central Development Tract";

THENCE SOUTH, 317.32 feet with the common line of said "Central Development Tract" and said Reserve "A" to a 5/8-inch iron rod found for corner in the north right-of-way line of Creek Bend Drive (width varies), dedicated by instrument recorded in Volume 1509, Page 643 of the Fort Bend County Deed Records and under Fort Bend County Clerk's File Number 41704;

THENCE in a southeasterly direction, 15.22 feet with the right-of-way line of said Creek Bend Drive and the arc of a curve to the left having a radius of 80.00 feet, a central angle of 14° 31' 54" and a chord which bears S 61° 35' 51" W, 15.18 feet to a 5/8-inch iron rod found for corner;

THENCE over and across said "Central Development Tract" in a northeasterly direction, 427.71 feet with the arc of a curve to the right having a radius of 1364.00 feet, a central angle of 17° 57' 58" and a chord which bears N 78° 31' 18" W, 425.96 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set at the point of tangency;

THENCE N 69° 32' 18" W, 243.95 feet, continuing over and across said "Central Development Tract" to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner and being the POINT OF BEGINNING;

THENCE over and across said "Central Development Tract" as follows:

N 69° 32' 18" W, 440.71 feet to a 5/8-inch iron rod found for corner;

THENCE along a south line of said Reserve "E" and a north line of said "Central Development Tract" the following courses and distances:

N 20° 27' 42" E, 33.22 feet to a 5/8-inch iron rod found for corner;

S 69° 36' 34" E, 62.18 feet to a 5/8-inch iron rod found for corner;

S 89° 43' 53" E, 83.86 feet to a 5/8-inch iron rod found for corner;

S 73° 03' 05" E, 199.28 feet to a 5/8-inch iron rod found for corner;

S 32° 28' 48" E, 43.12 feet to a 5/8-inch iron rod found for corner;

S 79° 39' 34" E, 48.22 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 14° 09' 41" E, 31.76 feet to a 5/8-inch iron rod found for corner;

THENCE S 20° 27' 42" E, 31.00 feet to the POINT OF BEGINNING and containing 0.5715 acres of land.

PROPOSED COMMON AREA "B"

DESCRIPTION OF A 2.100 ACRE TRACT OF LAND SITUATED IN THE S.M. WILLIAMS LEAGUE, ABSTRACT NUMBER 97, CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS

Being 2.100 acres of land situated in the S.M. Williams League, Abstract Number 97, Fort Bend County Texas, out of a called 67,5280 acre tract of land known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded at Sides Numbered 7338 through 736A of the Fort Bend County Plat Records, said 2.100 acre tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "SIKES" found in the northeasterly right-of-way line of Fluor Drive (Width Varies) dedicated by instrument recorded in Volume 1509, Page 647 of the Fort Bend County Deed Records and under Fort Bend County Clerk's File Number 41705 at the common corner of a called 40.14000 acre tract of land known as Restricted Reserve "D" and a called 38.6668 acre tract of land known as Reserve "E" as shown on the plot of said plot "Fluor Central Development Tract";

THENCE N 48° 43' 32" E, 443.66 feet with said northeasterly right-of-way line to a 5/8-inch iron rod found for corner;

THENCE N 46° 16' 28" W, 50.00 feet with the right-of-way line of said Fluor Drive to a 5/8-inch iron rod found for corner;

THENCE N 48° 43' 32" E, 18.84 feet with the right-of-way line of said Fluor Drive to a 5/8-inch iron rod found and being the POINT OF BEGINNING;

THENCE with the common line of said "Central Development Tract" and Reserve "E" as follows:

N 47° 01' 08" W, 198.51 feet to a 5/8-inch iron rod found for corner;

N 32° 53' 25" W, 67.10 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 44° 58' 24" W, 70.89 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 10° 31' 49" E, 35.08 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 29° 28' 19" W, 62.00 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 03° 13' 17" E, 651.49 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 89° 10' 31" E, 50.94 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 03° 40' 22" E, 23.37 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

THENCE over and across said "Central Development Tract" the following courses and distances:

S 75° 28' 08" E, 7.41 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

In a southeasterly direction, 954.20 feet along the arc of a curve to the left having a radius of 1033.16 feet, a central angle of 62° 55' 00", and a chord which bears S 11° 55' 38" E, 920.64 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner and being the point of tangency;

S 38° 23' 08" E, 32.59 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for the point of curvature of a curve to the right;

In a southeasterly direction, 110.59 feet with the arc of said curve to the right having a radius of 1020.00 feet, a central angle of 62° 07' 25" and a chord which bears S 07° 19' 28" E, 105.28 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set at the most north northeast corner of said Fluor Drive for corner;

THENCE with the northeasterly right-of-way line of said Fluor Drive as follows:

S 48° 43' 32" W, 58.00 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 41° 16' 28" W, 50.00 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 48° 43' 32" W, 11.16 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 81° 17' 04" E, 64.88 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 77° 10' 36" E, 72.96 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

PROPOSED COMMON AREA "C"

DESCRIPTION OF A 0.6233 ACRE TRACT OF LAND SITUATED IN THE S.M. WILLIAMS LEAGUE, ABSTRACT NUMBER 97, CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS

Being 0.6233 acres of land situated in the S.M. Williams League, Abstract Number 97, Fort Bend County Texas, out of a called 67,5280 acre tract of land known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded under Sides Numbered 7338 through 736A of the Fort Bend County Plat Records, said 0.6233 acre tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for a contemplated "SIKES" found for the most northerly northwest corner of a called 71,4192 acre tract known as Reserve "C" of said "Fluor Central Development Tract", same being an angle point in the east right-of-way line of Fluor Drive (Width Varies) dedicated by instrument recorded in Volume 1509, Page 647 of the Fort Bend County Deed Records and under Fort Bend County Clerk's File Number 41705;

THENCE along a northeasterly line of said Reserve "C" and the southeasterly right-of-way line of said Fluor Drive as follows:

S 40° 00' 00" E, 27.00 feet to a 5/8-inch iron rod found for corner;

N 50° 00' 00" E, 10.06 feet to a 5/8-inch iron rod found at a north corner of said Reserve "C" and a south corner of said 67,5280 acre tract for the POINT OF BEGINNING;

THENCE with the common line of said Central Development Tract and Fluor Drive as follows:

N 50° 00' 00" E, 30.76 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 40° 00' 00" W, 27.00 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 38° 23' 20" W, 9.21 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

THENCE over and across said "Central Development Tract" as follows:

In a southeasterly direction, 130.60 feet with the arc of a curve to the right having a radius of 1020.00 feet, a central angle of 73° 21' 43" and a chord which bears S 81° 39' 28" E, 121.86 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set at the point of tangency;

S 44° 58' 34" E, 211.67 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set in a common line of said "Central Development Tract" and Reserve "B" for corner;

THENCE with said common line as follows:

S 46° 25' 03" W, 84.19 feet to a 5/8-inch iron rod found for corner;

N 38° 50' 31" W, 33.54 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 65° 45' 51" W, 60.67 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 40° 44' 35" W, 70.26 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

N 49° 56' 52" W, 114.26 feet to the POINT OF BEGINNING, and containing 0.6233 acres of land.

PROPOSED COMMON AREA "D"

DESCRIPTION OF A 37.30 ACRE TRACT OF LAND SITUATED IN THE S.M. WILLIAMS LEAGUE, ABSTRACT 97, CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS

Being 37.30 acres of land situated in the S.M. Williams League, Abstract Number 97, Fort Bend County Texas, and being part of a 72,42 acre tract known as Reserve "C" of the "Fluor Central Development Tract", recorded under Sides Numbered 7338 through 736A of the Fort Bend County Plat Records, said 37.30 acre tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "SIKES" found for the most northerly northwest corner of said Reserve "C" and being in the east right-of-way line of Fluor Drive (Width Varies) dedicated by instruments recorded in Volume 1509, Page 647 of the Fort Bend County Deed Records and under Fort Bend County Clerk's File Number 41705;

THENCE along a northeasterly line of said Reserve "C" and the southeasterly right-of-way line of said Fluor Drive as follows:

S 40° 00' 00" E, 27.00 feet to a 5/8-inch iron rod found for corner;

N 50° 00' 00" E, 10.06 feet to a 5/8-inch iron rod found at a north corner of said Reserve "C" and a south corner of a called 67,5280 acre tract known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded under Sides Numbered 7338 through 736A of the Fort Bend County Plat Records;

THENCE along a common line of said Reserve "C" and said "Central Development Tract" the following courses and distances:

S 49° 56' 52" E, 114.26 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

S 40° 44' 35" E, 70.26 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

S 65° 45' 51" E, 60.67 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

S 38° 50' 31" E, 33.54 feet to a 5/8-inch iron rod found for corner;

N 50° 00' 00" E, 10.06 feet to a 5/8-inch iron rod found at a north corner of said Reserve "C" and a south corner of a called 67,5280 acre tract known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded under Sides Numbered 7338 through 736A of the Fort Bend County Plat Records;

THENCE along a common line of said Reserve "C" and said "Central Development Tract" the following courses and distances:

S 46° 25' 03" W, 12.91 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 45° 35' 49" E, 113.68 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 47° 43' 16" E, 149.70 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 50° 53' 21" E, 281.24 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

THENCE over and across said Reserve "C" the following courses and distances:

S 46° 25' 03" W, 12.91 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 45° 35' 49" E, 113.68 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 47° 43' 16" E, 149.70 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 50° 53' 21" E, 281.24 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 47° 03' 49" W, 84.48 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 62° 16' 49" E, 276.36 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 86° 09' 19" E, 42.84 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 79° 13' 03" E, 98.59 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 39° 37' 19" E, 36.28 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 54° 27' 09" E, 39.98 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 75° 50' 42" E, 28.56 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 61° 13' 15" E, 36.64 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 18° 49' 39" E, 42.60 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 72° 12' 13" E, 38.98 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

PROPOSED COMMON AREA "D" - CONTINUED

N 80° 16' 56" E, 62.09 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 74° 10' 51" E, 47.68 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 53° 19' 26" E, 26.91 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 45° 18' 13" E, 193.80 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 25° 04' 20" E, 1.16 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 07° 37' 15" E, 24.20 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 00° 37' 43" W, 105.65 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 40° 00' 00" E, 27.00 feet to a 5/8-inch iron rod found for corner;

N 50° 00' 00" E, 10.06 feet to a 5/8-inch iron rod found at a north corner of said Reserve "C" and a south corner of said 67,5280 acre tract for the POINT OF BEGINNING;

THENCE with the common line of said Central Development Tract and Fluor Drive as follows:

N 50° 00' 00" E, 30.76 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 40° 00' 00" W, 27.00 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 38° 23' 20" W, 9.21 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 46° 50' 36" E, 18.20 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 05° 57' 06" E, 20.19 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 00° 04' 01" E, 126.57 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 45° 00' 00" W, 104.89 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

THENCE along a common line of said Reserve "C" and said "Central Development Tract" the following courses and distances:

N 45° 00' 00" W, 204.99 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

NORTH, 94.50 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

EAST, 94.50 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

THENCE departing the common line of said Reserve "C" and said "Central Development Tract" and continuing over and across said Reserve "C" the following courses and distances:

S 45° 00' 00" E, 125.61 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 00° 01' 23" W, 507.02 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 44° 17' 40" W, 22.45 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 10° 29' 21" E, 101.56 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 15° 30' 02" E, 78.95 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

N 57° 00' 38" W, 12.24 feet to a 5/8-inch iron rod with Brown & Gay cap set for the point of curvature of a curve to the left having a radius of 1020.00 feet, a central angle of 14° 31' 54" and a east line of said "Central Development Tract";

In a northeasterly direction along said common line, 50.09 feet with the arc of said curve to the left having a radius of 818.68 feet, a central angle of 14° 38' 21" and a chord which bears N 30° 40' 11" E, 50.08 feet to a 5/8-inch iron rod with Brown & Gay cap set for corner;

THENCE departing the last said common line of said Reserve "C" and said "Central Development Tract" continuing over and across said Reserve "C" the following courses and distances:

N 79° 58' 04" E, 139.47 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 84° 26' 34" E, 82.63 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 15° 54' 04" E, 30.08 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 09° 55' 56" E, 141.55 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 05° 15' 39" E, 159.03 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 06° 39' 18" E, 118.36 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 04° 09' 33" E, 118.43 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 06° 58' 46" E, 225.29 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 05° 04' 13" E, 243.15 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 06° 47' 01" E, 125.64 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 40° 44' 35" E, 70.26 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

S 65° 45' 51" E, 60.67 feet to a 5/8-inch iron rod with cap stamped "SIKES" found for corner;

S 38° 50' 31" E, 33.54 feet to a 5/8-inch iron rod found for corner;

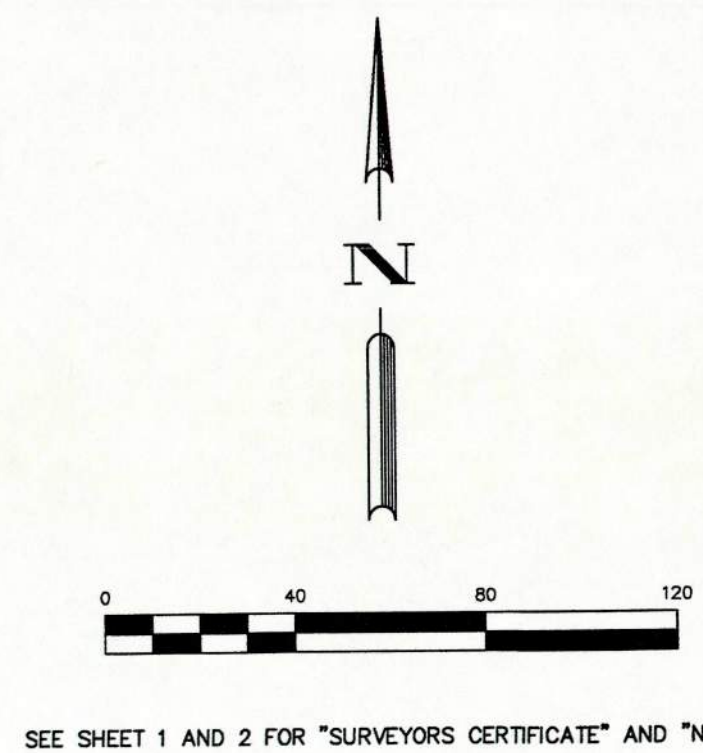
N 50° 00' 00" E, 10.06 feet to a 5/8-inch iron rod found at a north corner of said Reserve "C" and a south corner of a called 67,5280 acre tract known as the "Central Development Tract" of the "Fluor Central Development Tract" recorded under Sides Numbered 7338 through 736A of the Fort Bend County Plat Records;

THENCE along a common line of said Reserve "C" and said "Central Development Tract" the following courses and distances:

S 46° 25' 03" W, 12.91 feet to a 5/8-inch iron rod with cap stamped "BROWN & GAY" set for corner;

S 45° 35' 49" E, 113.68 feet to a 5/8-inch

- LEGEND
- A.E. Aerial Easement
 - B. Bolder
 - B.C. Brick Column
 - B.L. Building Line
 - C. Cion Cut
 - C.C. Concrete
 - C.R.S. Cathodic Reading Station
 - C.W.L. Crosswalk Light
 - D.E. Drainage Easement
 - E.C.R. Electric Conduit River
 - E.M.P. Electric Meter Pole
 - E. Electric
 - E. Easement
 - F.H. Fire Hydrant
 - F.L. Flood Lamp
 - Fnd. Found
 - F.P. Flag Pole
 - F.V. Fire Valve
 - G.M. Gas Meter
 - G.P. Gate Post
 - G.V. Gas Valve
 - H.C. Handicap
 - F.B.C.C.F. Fort Bend County Clerk's File Number
 - F.B.C.M.R. Fort Bend County Map Records
 - F.B.C.D.R. Fort Bend County Deed Records
 - I. Iron
 - M.H. Manhole
 - O.P.R.R.P. Official Public Records of Real Property
 - P. Pedestal
 - P.P. Power Pole
 - R.W. Retaining Wall
 - R.O.W. Right-of-way
 - S. Sanitary
 - S.E. Sewer Easement
 - S.H. Sprinkler Head
 - Stm. Storm
 - S.V. Sprinkler Valve
 - T.C.B. Traffic Control Box
 - Tel. Telephone
 - T.L.S. Traffic Light Support
 - T.P. Telephone Pole
 - Trans. Transformer
 - T. Television
 - U.E.B. Underground Electric Box
 - U.E. Utility Easement
 - U.T.B. Underground Traffic Box
 - W.B.C.V. Water Blow-off Valve
 - W.F. Water Faucet
 - W.I. Wrought Iron
 - W.L. Water Line
 - W.M. Water Meter
 - W.V. Water Valve
 - W.W. Water Well



NUMBER	BEARING	DISTANCE
L15	S 69°32'18" E	2.79'
L16	N 20°27'42" E	33.22'
L48	S 20°27'42" W	33.22'
L49	N 69°32'18" W	2.79'
L114	N 52°43'46" E	31.00'
L115	N 12°4'48" E	12.00'
L116	N 19°32'28" W	12.00'
L117	N 69°32'37" W	21.00'
L118	S 66°29'37" E	21.00'
L134	SOUTH	24.12'
L135	S 48°16'28" E	19.49'
L136	S 66°09'42" E	30.51'
L137	S 44°03'10" E	22.10'
L138	S 32°36'29" E	19.49'
L140	N 32°36'29" W	19.49'
L141	N 44°03'10" W	22.10'
L142	N 66°09'42" W	30.51'
L143	N 48°16'28" W	19.49'
L144	NORTH	24.12'

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C11	761.00'	65°27'40"	869.45'	N 77°43'51" E	822.83'
C23	761.00'	65°27'40"	869.45'	S 77°43'51" W	822.83'
C28	761.00'	65°27'40"	869.45'	S 77°43'51" W	758.05'
C36	761.00'	65°27'40"	869.45'	N 77°43'51" E	758.05'

Brookside Addition Section One
Slide 685 - F.B.C.P.R.

Sugar Lake Section 4
Slide 534A - F.B.C.P.R.

PROPOSED TRACT "5"
15.03 ACRES
654,907 SQ. FT.
OUT OF
RESERVE "E" &
CENTRAL DEVELOPMENT TRACT
Slide 7338-736A, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD"

American Canal Co. Lease
Vol. 324, Pg. 381, F.B.C.D.R.
F.B.C.W.C.I.D. Easement No. 1
Tract "B"
Vol. 172, Pg. 281, F.B.C.D.R.
Brazos River Authority Easement
Vol. 484, Pg. 773, F.B.C.D.R.
Brazos Valley Irrigation Co.
Tract 3
Vol. 167, Pg. 288, F.B.C.D.R.
F.B.C.W.C. & I.D. Easement Agreement
Vol. 980, Pg. 708, F.B.C.D.R.
Vol. 990, Pg. 726, F.B.C.D.R.
F.B.C.C.F. No. 73408 & 73409
Fort Bend County Drainage District
Vol. 892, Pg. 368, F.B.C.D.R.
F.B.C.W.C.I.D. No. 1
Vol. 362, Pg. 336

200' Brazos River Authority
Maintenance Easement
F.B.C.C.F. No. 73407
Vol. 1269, Pg. 735 F.B.C.D.R.
Vol. 167, Pg. 289 F.B.C.D.R.

Proposed 0.0416 Acre
Drainage Easement Tract "F"
Reciprocal Easement Agreement
(To Be Created)

Proposed 0.9273 Acre
Loop Road Easement
Reciprocal Easement
Agreement
(To Be Created)

TRACT 7
PROPOSED ROADWAY EASEMENT
5.796 ACRES
out of the
Central Development Tract
City of Sugar Land Zoning
Classification "PD"

Proposed 0.8879 Acre
Loop Road Easement
Reciprocal Easement
Agreement
(To Be Created)

TRACT 6
PROPOSED
13.88 ACRES
out of the
CENTRAL DEVELOPMENT TRACT
Slide 7338-736A, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD"

COMMON AREA "E"
5.528 ACRES
375,889 SQ. FT.
OUT OF
RESERVE "E" & "F"
Slide 7338-736A, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD" & "B-0"

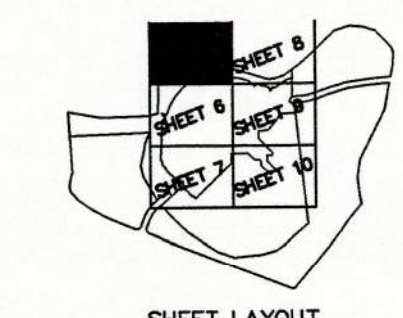
COMMON AREA "A"
0.5715 ACRES
34,894 SQ. FT.
OUT OF
CENTRAL
DEVELOPMENT TRACT
Slide 7338-736A, F.B.C.P.R.

P.O.B. TRACT "5"
Find 5/8" I. Rod
Set 5/8" I. Rod w/cap
stamped "Brown and Gay"

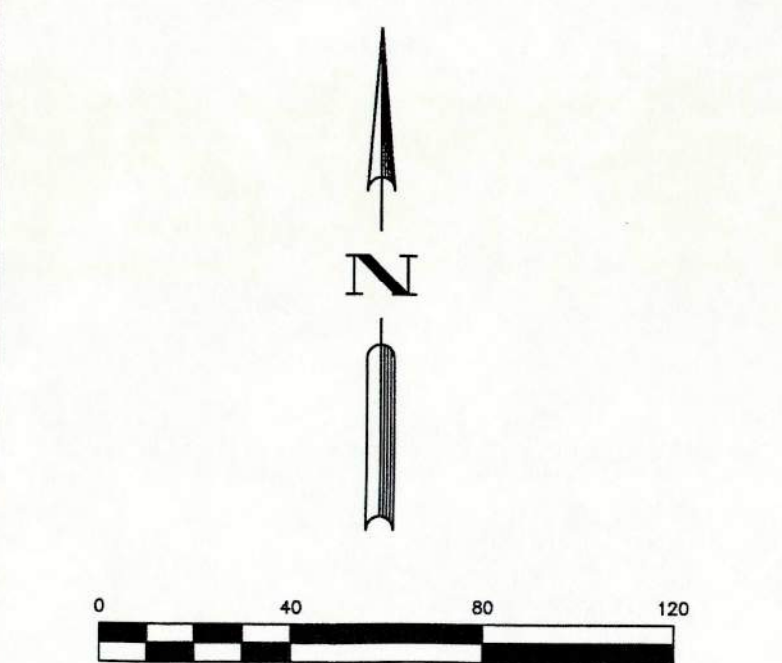
SHEET 6

INDEX OF SURVEY SHEETS

- SHEET 1 & 2 - OVERALL SITE / NOTES
- SHEET 3 & 4: METES & BOUNDS DESCRIPTIONS
- SHEET 5 - 10: DETAILED SURVEY SHEETS
- SHEET 11: PROPOSED EASEMENTS



BROWN & GAY
CIVIL ENGINEERS & SURVEYORS
11490 WESTHEIMER, SUITE 700
HOUSTON, TEXAS 77077
(281) 568-8700



SEE SHEET 1 AND 2 FOR "SURVEYORS CERTIFICATE" AND "NOTES".

LEGEND

A.E. Aerial Easement
B. Ballad
B.C. Brick Column
B.L. Building Line
C.C. Clean Out
C.C. Cathodic Reading Station
C.W.L. Crosswalk Light
D.E. Drainage Easement
E.C.R. Electric Conduit Riser
E.M.P. Electric Meter Pole
E. Easement
F.H. Fire Hydrant
F.L. Flood Lamp
F.V. Flag Pole
F.V. Fire Valve
G.M. Gas Meter
G.P. Gate Post
G.V. Gas Valve
H.C. Handicap
H.C.C.F. Fort Bend County Clerk's File Number
H.C.M.R. Fort Bend County Map Records
F.B.C.D.R. Fort Bend County Deed Records
I. Iron
M.H. Manhole
O.P.R.R.P. Official Public Records of Real Property
P. Pedestal
P.P. Power Pole
R.W. Retaining Wall
R.O.W. Right-of-way
S. Sanitary
S.E. Sewer Easement
S.H. Sprinkler Head
S.M. Storm
S.V. Sprinkler Valve
T.C.B. Traffic Control Box
T. Telephone
T.L.S. Traffic Light Support
T.P. Transformer
T.V. Television
U.E. Underground Electric Box
U.B. Underground Traffic Box
W.B.O.V. Water Blow-off Valve
W.F. Water Faucet
W.I. Wrought Iron
W.L. Water Line
W.M. Water Meter
W.V. Water Valve
W.W. Water Well

Hall Lake Subdivision
Slide 5389 - F.B.C.P.R.

PROPOSED TRACT "5"
15.03 ACRES
654,907 SQ. FT.
OUT OF
RESERVE "E" &
CENTRAL DEVELOPMENT TRACT
Slide 7338-736A, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD"

Proposed 0.0737 Acre
"Drainage Easement Tract "E"
Reciprocal Easement Agreement
(To Be Created)

10' W.L.E.
Vol. 1248, Pg. 1 F.B.C.D.R.
F.B.C.C.F. No. 35146

Proposed 0.1619 Acre
Sanitary Sewer Easement
Reciprocal Easement
Agreement
(To Be Created)

10' Sugar Land Telephone Co. Easement
Vol. 1338, Pg. 265 F.B.C.D.R.
F.B.C.C.F. No. 50552

10' San. S.E.
Vol. 1509, Pg. 659 F.B.C.D.R.
F.B.C.C.F. No. 41707

PROPOSED COMMON AREA "G"
18.42 ACRES
802,248 SQ. FT.
OUT OF
RESERVE "E"
Slide 7338-736A, F.B.C.P.R.

F.B.C.W.C. & I.D. No. 1
Easement Tract "D"
Vol. 172, Pg. 281 F.B.C.D.R.

F.B.C.W.C.D. Easement No. 1
Tract
Vol. 172, Pg. 281 F.B.C.D.R.
American Canal Co. Lease
Vol. 324, Pg. 381 F.B.C.D.R.
F.B.C.W.C. & I.D. Easement Agreement
Vol. 990, Pg. 726 F.B.C.D.R.
Brazos River Authority Easement
Vol. 484, Pg. 773 F.B.C.D.R.

Proposed 0.0276 Acre
"Drainage Easement Tract "C"
Reciprocal Easement Agreement
(To Be Created)

TRACT 7
PROPOSED ROADWAY EASEMENT
5.796 ACRES
Central Development Tract
City of Sugar Land Zoning
Classification "PD"

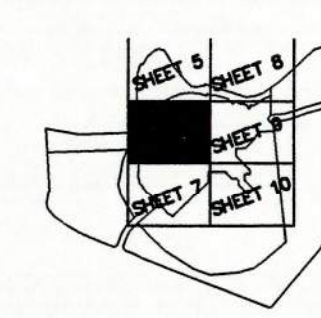
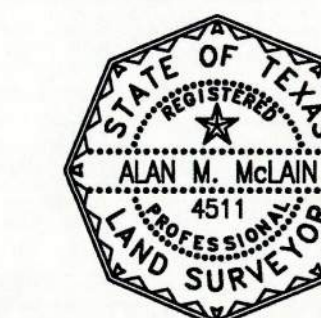
PROPOSED TRACT 6
53.88 ACRES
out of the
CENTRAL DEVELOPMENT TRACT
CALLED 67,5280 ACRES
Slide 7338-736A, F.B.C.P.R.
Vol. 2478, Pg. 1627, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD"

NUMBER	BEARING	DISTANCE
L12	N 69°10'31" E	50.94'
L13	N 03°40'22" E	23.37'
L14	N 56°55'01" W	39.38'
L50	S 56°55'01" E	39.38'
L51	S 03°40'22" W	23.37'
L52	S 69°10'31" W	50.94'
L102	N 75°28'08" W	7.41'
L103	N 84°59'57" W	26.00'
L104	N 24°59'59" W	34.00'
L105	N 09°54'10" E	62.00'
L106	N 08°59'07" W	36.00'
L107	N 01°50'07" W	31.00'
L108	N 25°48'58" E	22.00'
L109	N 27°52'52" W	22.00'
L110	N 06°53'04" W	41.00'
L111	N 11°39'40" E	34.00'
L112	N 01°54'42" W	20.00'
L113	N 11°49'53" W	41.00'
L122	S 11°49'53" E	41.00'
L123	S 01°54'42" E	20.00'
L124	S 11°39'40" W	34.00'
L125	S 06°53'04" E	41.00'
L126	S 27°52'52" E	22.00'
L127	S 25°48'58" W	22.00'
L128	S 01°50'07" E	31.00'
L129	S 08°59'07" E	36.00'
L130	S 09°54'10" W	62.00'
L131	S 24°59'59" E	48.00'
L132	S 84°59'57" E	26.00'
L133	S 75°28'08" E	7.41'

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C10	1033.16'	27°46'28"	500.82'	N 31°06'48" E	495.93'
C11	781.00'	65°27'40"	869.45'	N 77°43'51" E	822.93'
C20	781.00'	65°27'40"	869.45'	S 77°43'51" W	822.93'
C21	1033.16'	27°46'28"	500.82'	S 31°06'48" W	495.93'
C24	1033.16'	83°23'09"	1503.62'	N 03°18'27" E	1374.39'
C28	701.00'	65°27'40"	800.90'	S 77°43'51" W	758.05'
C29	973.16'	88°34'58"	1504.56'	S 00°42'32" W	1359.13'
C35	973.16'	88°34'58"	1504.56'	N 00°42'32" E	1359.13'
C36	701.00'	65°27'40"	800.90'	N 77°43'51" E	758.05'
C41	1033.16'	30°28'09"	549.42'	S 29°48'57" W	542.97'

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HOUSTON, TEXAS 77077
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LEGEND

A.E. Aerial Easement
B. Ballast
B.C. Brick Column
B.L. Building Line
C.O. Clean Out
C.R. Cathodic Reading Station
C.W.L. Crosswalk Light
D.E. Drainage Easement
E.C.R. Electric Conduit Riser
E.M.P. Electric Meter Pole
Elec. Electric
F.H. Fire Hydrant
F.L. Flood Lamp
F.M. Flag Pole
F.V. Fire Valve
F.W. Gas Meter
G.P. Gas Post
G.V. Gas Valve
H.C. Handicap
F.B.C.C.F. Fort Bend County Clerk's File Number
F.B.C.M.R. Fort Bend County Map Records
F.B.C.D.R. Fort Bend County Deed Records
I. Iron
M.H. Manhole
O.P.R.P. Official Public Records of Real Property
Ped. Pedestal
P.P. Power Pole
R.W. Retaining Wall
R.O.W. Right-of-way
San. Sanitary
S.E. Sewer Easement
S.H. Sprinkler Head
S.V. Storm
S.V. Sprinkler Valve
T.C.B. Traffic Control Box
Tel. Telephone
T.L.S. Traffic Light Support
T.P. Telephone Pole
Trans. Transformer
T.V. Television
U.E.B. Underground Electric Box
U.E. Utility Easement
U.T.B. Underground Traffic Box
W.B.O.V. Water Blow-off Valve
W.F. Water Faucet
W.I. Wrought Iron
W.L. Water Line
W.M. Water Meter
W.V. Water Valve
W.W. Water Well

SEE SHEET 1 AND 2 FOR "SURVEYORS CERTIFICATE" AND "NOTES".

F.B.C.W.C.D. Easement No. 1
Tract "C"
Vol. 172, Pg. 281, F.B.C.D.R.
American Canal Co. Lease
Vol. 324, Pg. 381, F.B.C.D.R.
F.B.C.W.C. & I.D. Easmt. Agreement
Vol. 990, Pg. 709, F.B.C.D.R.
Vol. 990, Pg. 726, F.B.C.D.R.
F.B.C.C.F. No. 73406 & 73409
Brazos River Authority Easement
Vol. 484, Pg. 773, F.B.C.D.R.

PROPOSED COMMON AREA "B"
2.100 ACRES
91,490 SQ. FT.
OUT OF
RESERVE "E" &
CENTRAL DEVELOPMENT TRACT
Slide 7338-736A, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD"

PROPOSED TRACT 6
53.88 ACRES
out of the
CENTRAL DEVELOPMENT TRACT
CALLED 67,5280 ACRES
Slide 7338-736A, F.B.C.P.R.
Vol. 2478, Pg. 1627, F.B.C.P.R.
City of Sugar Land Zoning
Classification "PD"

10' Sugar Land Telephone Co. Easement
Vol. 1335, Pg. 265, F.B.C.D.R.
F.B.C.C.F. No. 50552

PROPOSED COMMON AREA "G"
18.42 ACRES
802,248 SQ. FT.
OUT OF
RESERVE "E"
Slide 7338-736A, F.B.C.P.R.

H.L. & P. Easement
Service Access to Lift Station
Precise location not defined
Vol. 1314, Pg. 535, F.B.C.D.R.

PROPOSED COMMON AREA "D"
37.30 ACRES
OUT OF
RESERVE "C"
Slide 7338-736A, F.B.C.P.R.

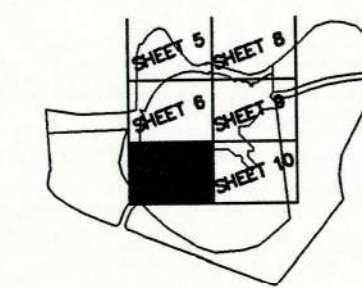
P.O.B. COMMON AREA "C"
TRACT "3A"
COMMON AREA "C"
COMMON AREA "D"
Slide 7338-736A, F.B.C.P.R.

NUMBER	BEARING	DISTANCE
L4	N 38°50'31" W	33.54'
L5	N 50°00'00" E	30.76'
L6	N 40°00'00" W	27.00'
L7	N 38°23'30" W	68.67'
L8	N 41°16'28" W	18.00'
L9	S 48°43'32" W	28.00'
L10	N 41°16'28" W	50.00'
L11	S 48°43'32" W	11.16'
L12	S 40°00'00" E	27.00'
L13	N 50°00'00" E	10.06'
L14	S 48°43'32" W	18.84'
L15	S 41°16'28" E	50.00'
L16	S 10°31'48" W	35.08'
L17	S 38°02'31" E	33.54'
L18	N 10°31'48" W	8.90'
L19	N 38°23'08" W	32.59'
L20	N 46°25'03" E	2.00'
L21	N 46°25'03" W	60.02'
L22	S 46°25'03" W	2.00'
L23	N 38°23'30" W	9.21'
L24	S 46°25'03" W	1359.13'
L25	N 46°25'03" E	12.91'

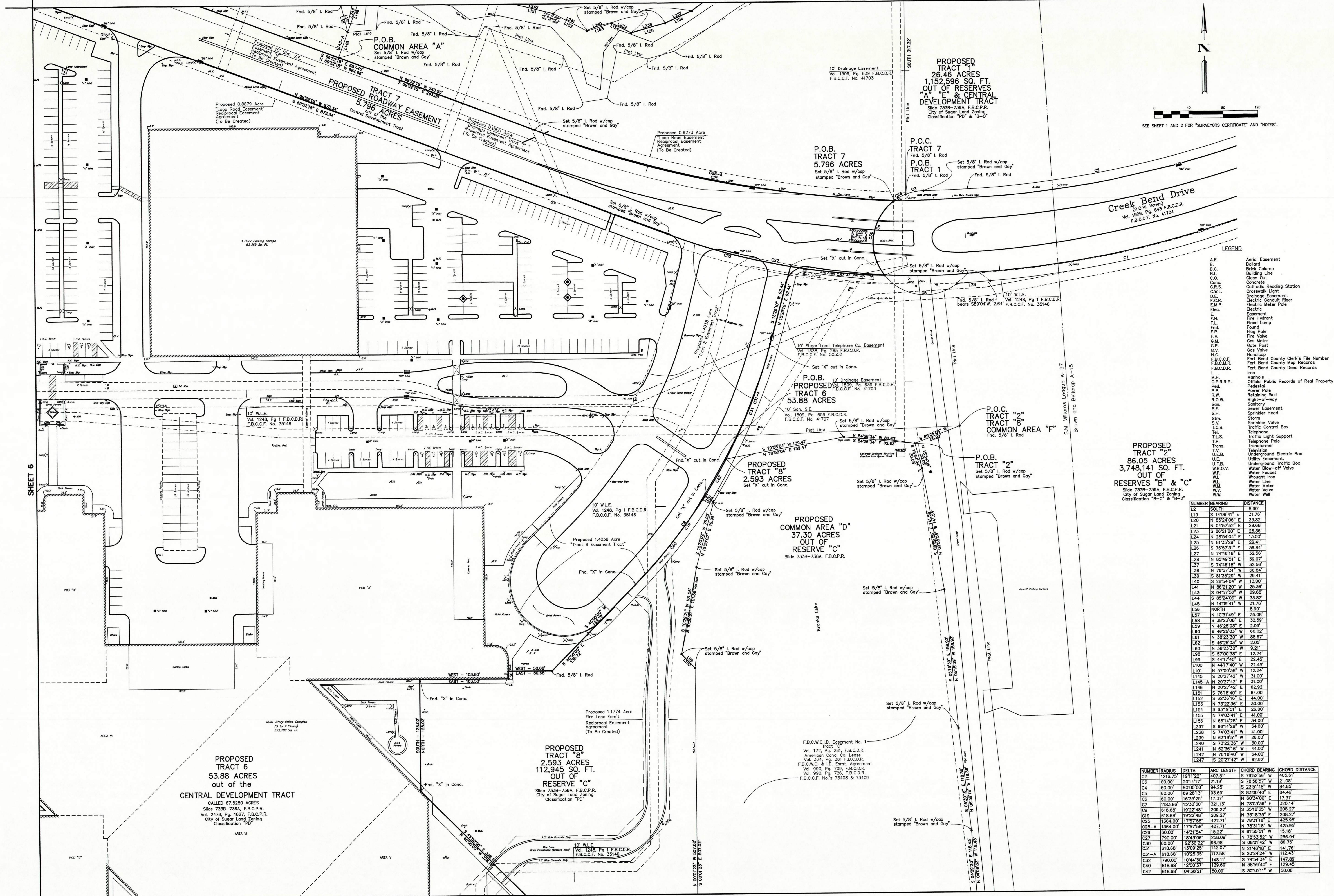
NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C14	522.83'	27°58'01"	255.25'	S 34°44'32" W	252.72'
C22	102.00'	72°21'43"	130.60'	N 61°39'28" W	121.86'
C23	102.00'	62°07'25"	110.59'	N 07°19'28" W	105.26'
C24	1033.16'	83°23'09"	1503.62'	N 03°18'27" E	1374.39'
C29	973.16'	88°34'58"	1504.56'	S 00°42'52" W	1359.13'
C35	973.16'	88°34'58"	1504.56'	N 00°42'52" E	1359.13'

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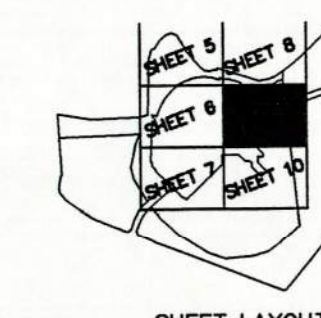


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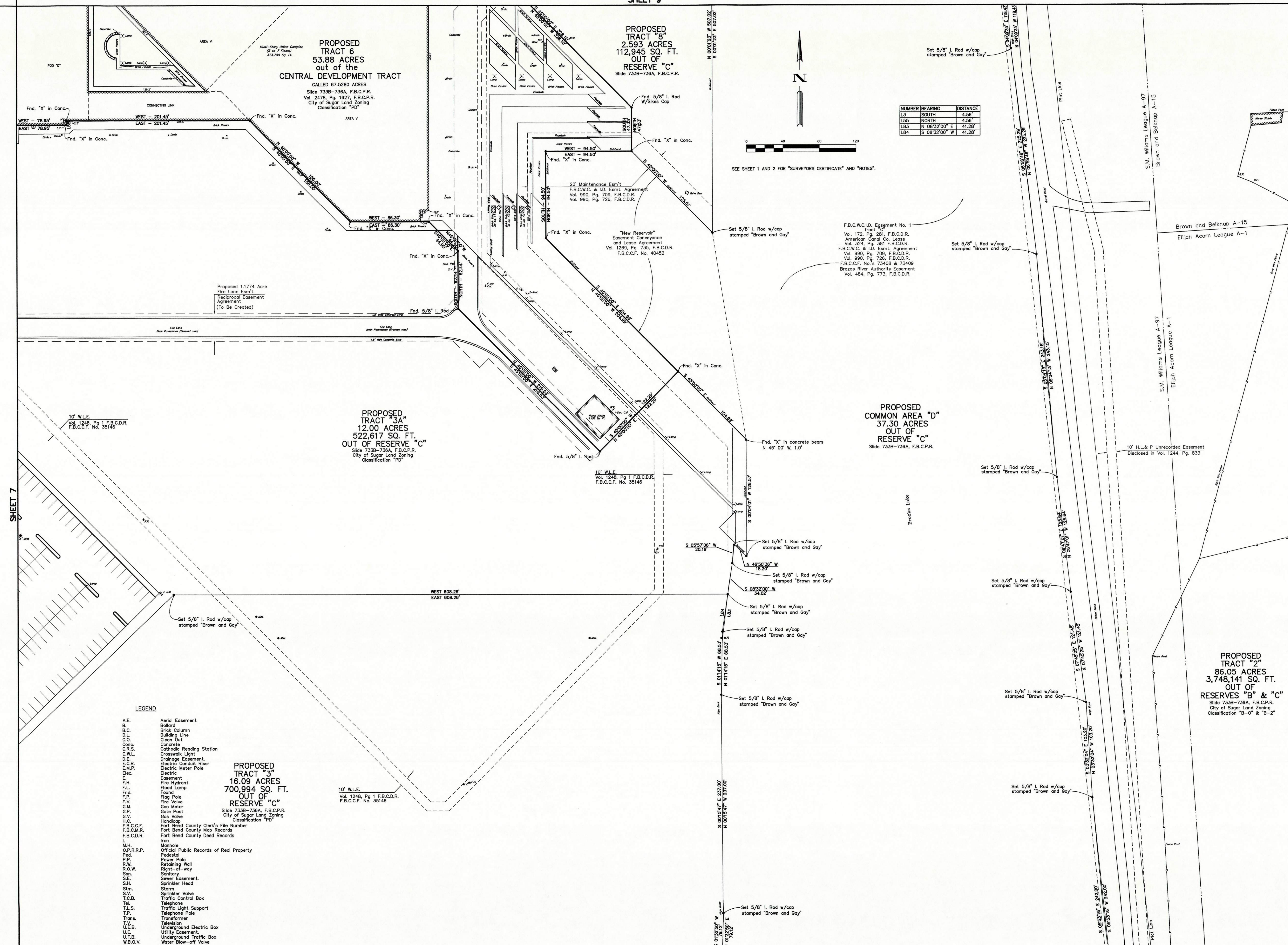
LEGEND

A.E.	Aerial Easement
B.	Ballot
B.C.	Brick Column
B.L.	Building Line
C.O.	Clean Out
C.R.S.	Cathodic Reading Station
C.W.L.	Crosswalk Light
D.E.	Drainage Easement
E.C.R.	Electric Conduit Riser
E.M.P.	Electric Meter Pole
Elec.	Electric
Easement	Easement
F.H.	Fire Hydrant
F.L.	Flood Lamp
F.M.	Found
F.P.	Flag Pole
F.V.	Fire Valve
G.M.	Gas Meter
G.P.	Gate Post
G.V.	Gas Valve
H.C.C.F.	Handicap
H.C.M.R.	Fort Bend County Clerk's File Number
F.B.C.D.R.	Fort Bend County Map Records
F.B.C.D.R.	Fort Bend County Deed Records
I.	Iron
M.H.	Manhole
O.P.R.R.P.	Official Public Records of Real Property
P.	Pedestal
P.F.	Power Pole
R.W.	Retaining Wall
R.O.W.	Right-of-Way
San.	Sanitary
S.E.	Sewer Easement
S.H.	Sprinkler Head
Stm.	Storm
S.V.	Sprinkler Valve
T.C.B.	Traffic Control Box
T.L.	Telephone
T.L.S.	Traffic Light Support
T.P.	Telephone Pole
Trans.	Transformer
T.V.E.	Underground Electric Box
U.E.	Utility Easement
U.T.B.	Underground Traffic Box
W.B.O.V.	Water Blow-off Valve
W.F.	Water Faucet
W.I.	Wrought Iron
W.L.	Water Line
W.M.	Water Meter
W.V.	Water Valve
W.W.	Water Well

PROPOSED TRACT "2"
86.05 ACRES
3,748,141 SQ. FT.
OUT OF
RESERVES "B" & "C"
Slide 7338-736A, F.B.C.P.R.
City of Sugar Land Zoning
Classification "B-O" & "B-2"

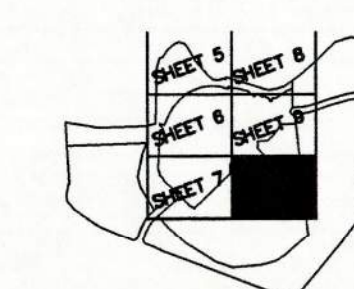
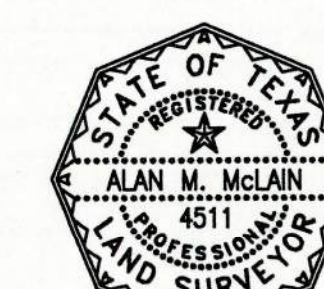
NUMBER	BEARING	DISTANCE
L2	S 14°09'41" E	31.76'
L19	N 85°24'06" E	33.82'
L21	N 04°57'53" E	29.68'
L23	S 86°21'20" E	25.36'
L24	N 28°54'04" E	13.00'
L25	N 81°35'29" W	29.41'
L26	S 76°57'51" E	36.84'
L27	N 74°46'18" E	32.56'
L28	N 85°48'51" E	39.07'
L37	S 74°46'18" W	32.56'
L38	N 76°57'51" W	36.84'
L39	S 81°35'29" W	29.41'
L40	N 28°54'04" W	13.00'
L41	N 86°21'20" W	25.36'
L43	S 04°57'52" W	29.68'
L44	S 85°24'06" W	33.82'
L45	N 14°09'41" W	31.76'
L56	NORTH	8.90'
L57	N 10°31'49" E	35.08'
L58	S 38°23'00" E	32.59'
L59	N 48°26'03" E	2.05'
L60	S 48°26'03" W	60.02'
L61	N 38°23'00" W	88.67'
L62	S 48°26'03" W	2.05'
L63	N 38°23'00" W	9.21'
L98	S 57°00'38" E	12.24'
L99	S 44°17'40" E	22.45'
L100	N 44°17'40" W	22.45'
L101	N 57°00'38" W	12.24'
L145	S 20°27'42" W	31.00'
L146-A	N 20°27'42" E	31.00'
L146	N 20°27'42" E	62.92'
L151	S 76°18'40" E	64.00'
L152	S 62°36'16" E	44.00'
L153	N 73°22'36" E	30.00'
L154	S 63°19'51" E	28.00'
L155	N 74°03'41" E	41.00'
L156	N 66°14'28" E	34.00'
L237	S 66°14'28" W	34.00'
L238	S 74°03'41" W	41.00'
L239	N 63°19'51" W	28.00'
L240	S 73°22'36" W	30.00'
L241	N 62°36'16" W	44.00'
L242	N 76°18'40" W	64.00'
L247	S 20°27'42" W	62.92'

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C2	1216.75'	191°12'	407.51'	S 79°52'56" W	405.61'
C3	60.00'	20°41'17"	21.19'	S 78°58'57" W	21.08'
C4	60.00'	90°00'00"	94.25'	S 23°51'48" W	84.65'
C5	60.00'	89°28'13"	93.69'	S 83°00'40" E	84.40'
C6	60.00'	16°35'25"	17.37'	N 80°34'00" E	17.31'
C7	1183.86'	15°32'30"	321.13'	N 78°03'36" E	320.14'
C8	618.68'	19°22'48"	209.27'	S 35°16'35" W	208.27'
C9	618.68'	19°22'48"	209.27'	N 30°16'35" E	208.27'
C25	1364.00'	17°57'58"	427.71'	S 78°31'18" E	425.95'
C25-A	1364.00'	17°57'58"	427.71'	N 78°31'18" E	425.95'
C26	60.00'	14°31'54"	15.22'	S 81°35'29" W	15.18'
C27	790.00'	18°43'06"	258.09'	N 78°33'52" W	256.94'
C30	60.00'	92°36'22"	96.98'	S 08°01'42" W	86.78'
C31	618.68'	13°09'28"	142.07'	N 31°46'18" E	141.76'
C31-A	618.68'	10°25'35"	112.58'	S 20°24'24" W	112.43'
C32	790.00'	10°44'30"	148.11'	S 74°54'34" E	147.89'
C40	618.68'	12°00'37"	129.69'	N 38°59'40" E	129.45'
C42	618.68'	04°38'21"	50.09'	S 30°40'11" W	50.08'

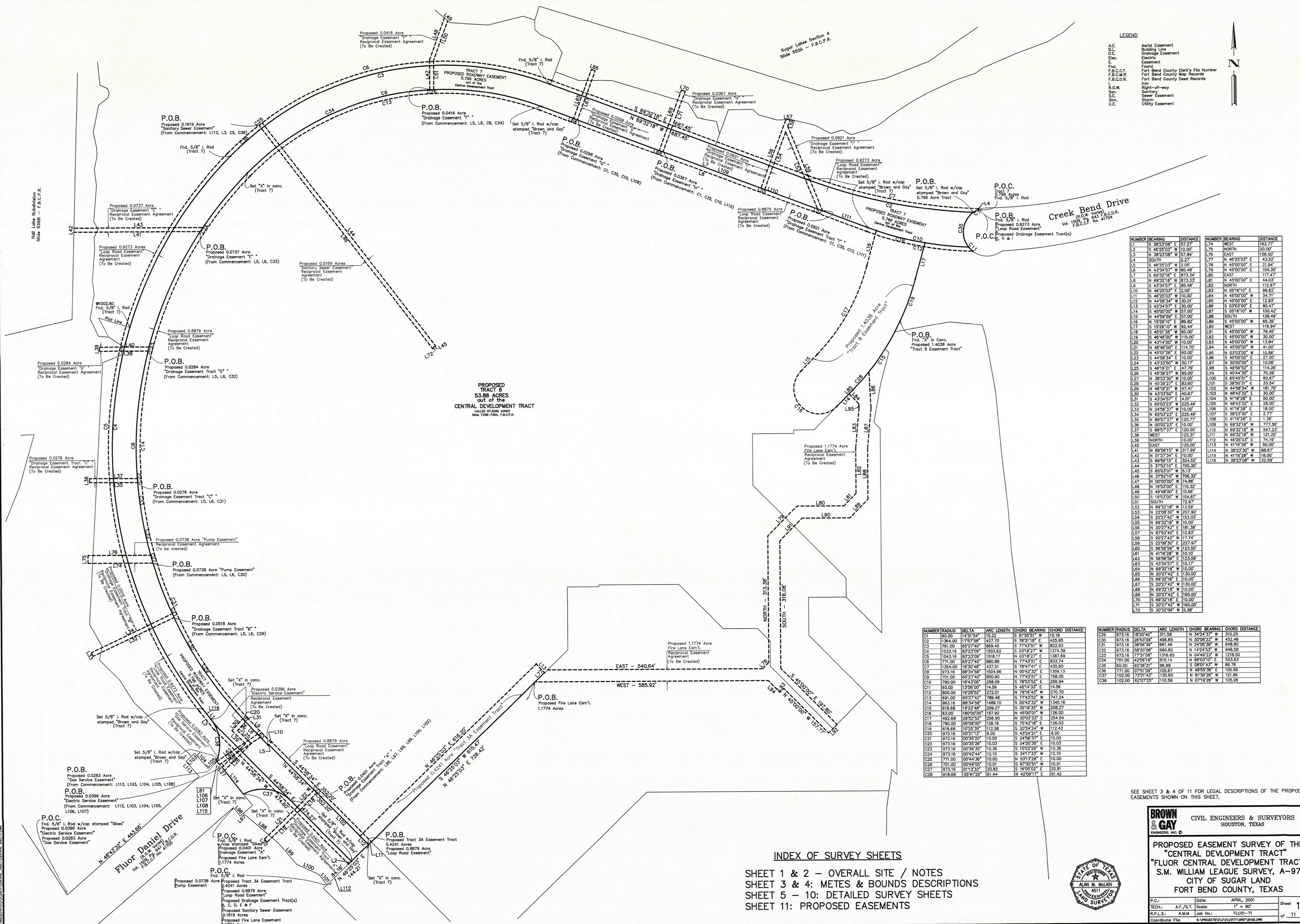


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LEGEND

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B.L. Building Line
D.E. Drainage Easement
E. Electric Easement
Fnd. Found
F.B.C.C.F. Fort Bend County Clerk's File Number
F.B.C.M.R. Fort Bend County Map Records
F.B.C.D.R. Fort Bend County Deed Records
R.O.W. Right-of-way
San. Sanitary
S.E. Sewer Easement
Sum. Storm
U.E. Utility Easement

NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S 38°23'08" E	57.27'	L74	WEST	163.77'
L2	S 46°25'03" W	10.00'	L75	NORTH	20.00'
L3	S 38°23'08" W	57.84'	L76	EAST	156.00'
L4	SOUTH	2.27'	L77	N 46°25'03" E	43.62'
L5	S 46°25'03" W	2.05'	L78	N 45°00'00" E	21.84'
L6	N 43°34'57" W	85.48'	L79	N 45°00'00" E	104.30'
L7	S 69°32'18" E	673.34'	L80	EAST	117.47'
L8	N 69°32'18" W	687.45'	L81	N 45°00'00" E	44.03'
L9	S 43°34'57" E	85.48'	L82	NORTH	112.97'
L10	S 46°25'03" W	2.05'	L83	N 05°18'10" E	99.62'
L11	S 46°25'03" W	10.00'	L84	N 45°00'00" W	34.71'
L12	N 44°58'34" W	30.01'	L85	N 45°00'00" E	12.93'
L13	S 43°34'57" E	30.00'	L86	S 03°03'00" E	90.47'
L14	S 45°00'00" W	57.00'	L87	S 05°16'10" W	100.42'
L15	N 44°59'59" E	57.00'	L88	SOUTH	126.49'
L16	N 15°29'10" E	89.82'	L89	S 45°00'00" W	65.39'
L17	S 15°29'10" W	92.44'	L90	WEST	119.94'
L18	N 45°01'26" W	60.00'	L91	S 45°00'00" W	78.45'
L19	S 46°48'00" W	115.00'	L92	S 45°00'00" W	30.00'
L20	N 43°14'00" W	10.00'	L93	S 45°00'00" W	13.84'
L21	N 46°48'00" E	114.70'	L94	N 45°00'00" W	41.00'
L22	N 45°01'26" E	60.00'	L95	N 03°03'00" W	10.86'
L23	S 44°58'34" E	10.00'	L96	S 40°00'00" E	27.00'
L24	S 43°33'50" W	30.17'	L97	N 50°00'00" E	10.06'
L25	S 46°19'21" E	47.79'	L98	S 49°56'52" E	114.26'
L26	S 45°39'27" W	85.00'	L99	S 40°44'35" E	70.26'
L27	N 38°23'30" W	10.05'	L100	S 65°45'51" E	60.87'
L28	N 43°39'27" E	63.60'	L101	S 38°50'21" E	33.54'
L29	N 46°19'21" W	47.41'	L102	N 44°58'34" W	181.79'
L30	N 43°33'50" E	40.67'	L103	N 48°43'32" E	30.00'
L31	S 43°34'57" E	4.01'	L104	S 41°16'28" E	50.00'
L32	S 65°03'23" W	225.49'	L105	N 48°43'32" E	28.00'
L33	N 24°56'37" W	10.00'	L106	S 41°16'28" E	18.00'
L34	S 65°03'23" E	225.49'	L107	S 38°23'30" E	2.77'
L35	N 88°57'37" W	120.77'	L108	S 41°16'28" E	1.36'
L36	N 00°02'23" E	10.00'	L109	N 69°32'18" W	777.56'
L37	S 89°57'37" E	120.00'	L110	N 69°32'18" W	547.23'
L38	WEST	122.31'	L111	N 69°32'18" W	121.29'
L39	NORTH	10.00'	L112	N 46°25'03" E	74.19'
L40	EAST	125.00'	L113	N 41°16'28" W	50.00'
L41	N 88°56'15" W	377.99'	L114	N 38°23'30" W	88.67'
L42	N 01°37'34" E	10.00'	L115	N 41°16'28" W	18.00'
L43	S 89°56'15" E	324.52'	L116	N 38°23'08" W	32.59'
L44	S 37°52'10" E	705.30'			
L45	S 65°03'01" W	15.17'			
L46	N 37°52'10" W	706.32'			
L47	N 00°00'00" W	74.86'			
L48	N 19°53'00" E	110.32'			
L49	S 49°48'00" E	10.66'			
L50	S 19°53'00" W	104.87'			
L51	SOUTH	72.87'			
L52	N 68°32'18" W	13.59'			
L53	N 22°08'30" W	207.90'			
L54	S 20°27'42" W	153.03'			
L55	N 69°32'18" W	10.00'			
L56	N 20°27'42" E	181.38'			
L57	N 87°52'40" E	10.83'			
L58	S 20°27'42" W	17.74'			
L59	S 22°08'30" E	227.97'			
L60	S 56°56'56" W	123.50'			
L61	N 41°16'28" W	10.10'			
L62	N 56°56'56" E	123.09'			
L63	S 43°34'57" E	10.17'			
L64	N 69°32'18" W	10.00'			
L65	N 20°27'42" E	130.00'			
L66	S 69°32'18" E	10.00'			
L67	S 20°27'42" W	130.00'			
L68	N 69°32'18" W	10.00'			
L69	N 20°27'42" E	160.00'			
L70	S 69°32'18" E	10.00'			
L71	S 20°27'42" W	160.00'			
L72	S 30°32'09" W	15.36'			

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	60.00	143°54'	15.22	S 61°55'51" W	15.18
C2	1364.00	175°58'	427.70	S 78°31'18" E	425.95
C3	761.00	62°27'40"	868.45	S 77°43'51" W	1,922.93
C4	1033.16	83°23'09"	1503.62	S 03°18'27" W	1,574.39
C5	1043.16	83°23'09"	1516.17	N 03°18'27" E	1,387.69
C6	771.00	62°27'40"	880.88	N 77°43'51" E	833.74
C7	1354.00	183°04'48"	437.51	S 78°47'41" E	435.60
C8	973.16	88°34'58"	1504.66	N 00°42'32" E	1,359.13
C9	701.00	62°27'40"	800.90	N 77°43'51" E	756.05
C10	780.00	184°3'08"	258.09	S 78°31'50" E	266.94
C11	60.00	135°06'00"	14.59	S 45°14'33" E	14.56
C12	800.00	19°28'52"	272.01	N 79°16'43" W	270.70
C13	691.00	62°27'42"	788.48	S 77°43'52" W	747.24
C14	863.16	88°34'58"	1489.10	S 00°42'32" W	1,345.16
C15	618.68	19°22'48"	209.27	S 35°18'35" W	208.27
C16	63.00	180°00'00"	197.92	N 45°00'01" W	126.00
C17	492.68	20°52'52"	256.95	N 30°03'33" E	254.04
C18	790.00	09°09'00"	126.16	S 75°42'18" E	126.03
C19	618.68	10°26'35"	112.58	S 20°24'24" W	112.43
C20	973.16	00°12'12"	6.00	S 43°24'21" E	6.00
C21	973.16	00°55'20"	10.00	S 24°56'37" E	10.00
C22	973.16	00°36'28"	10.03	S 04°20'35" E	10.03
C23	973.16	00°36'35"	10.36	N 81°30'28" W	10.36
C24	973.16	00°44'36"	12.10	N 53°13'28" E	12.10
C25	771.00	00°44'36"	10.00	N 53°13'28" E	10.00
C26	701.00	00°49'05"	10.01	S 87°30'51" W	10.01
C27	973.16	01°13'32"	120.82	S 16°02'02" E	20.81
C28	618.68	05°41'25"	61.44	N 42°09'17" E	61.42

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C29	973.16	18°20'40"	311.58	N 34°24'37" W	310.25
C30	973.16	28°53'09"	456.85	N 30°08'22" W	452.48
C31	973.16	38°56'38"	661.46	N 24°06'38" W	648.80
C32	973.16	58°20'08"	990.82	N 14°24'53" W	948.58
C33	973.16	77°31'08"	1,316.65	N 04°48'23" W	1,216.50
C34	701.00	42°08'18"	515.14	N 68°03'10" E	503.63
C35	60.00	92°36'21"	96.98	S 08°01'43" W	86.76
C36	771.00	07°51'09"	105.67	N 48°55'38" E	105.59
C37	102.00	73°21'43"	130.60	N 81°30'28" W	121.86
C38	102.00	62°07'25"	110.59	N 07°19'28" W	105.26

INDEX OF SURVEY SHEETS

SHEET 1 & 2 – OVERALL SITE / NOTES
SHEET 3 & 4: METES & BOUNDS DESCRIPTIONS
SHEET 5 – 10: DETAILED SURVEY SHEETS
SHEET 11: PROPOSED EASEMENTS

SEE SHEET 3 & 4 OF 11 FOR LEGAL DESCRIPTIONS OF THE PROPOSED EASEMENTS SHOWN ON THIS SHEET.

BROWN & GAY
CIVIL ENGINEERS & SURVEYORS
HOUSTON, TEXAS

PROPOSED EASEMENT SURVEY OF THE "CENTRAL DEVELOPMENT TRACT" "FLUOR CENTRAL DEVELOPMENT TRACT" S.M. WILLIAM LEAGUE SURVEY, A-97 CITY OF SUGAR LAND FORT BEND COUNTY, TEXAS

P.C.: 973.16 18°20'40" 311.58 N 34°24'37" W 310.25
TECH: A.F./S.T. Scale: 1" = 80' Sheet 11
R.P.L.S.: A.M.M. Job No.: FLUO1-T1 of 11
Coordinate File: E:\PROJECTS\FLUOR\FLUOR\FLUOR\BASE.DWG

STATE OF TEXAS
COUNTY OF FORT BEND
SUGAR LAND
ALAN W. MCLEAN
4511
REGISTERED LAND SURVEYOR

Exhibit B
Concept Plan

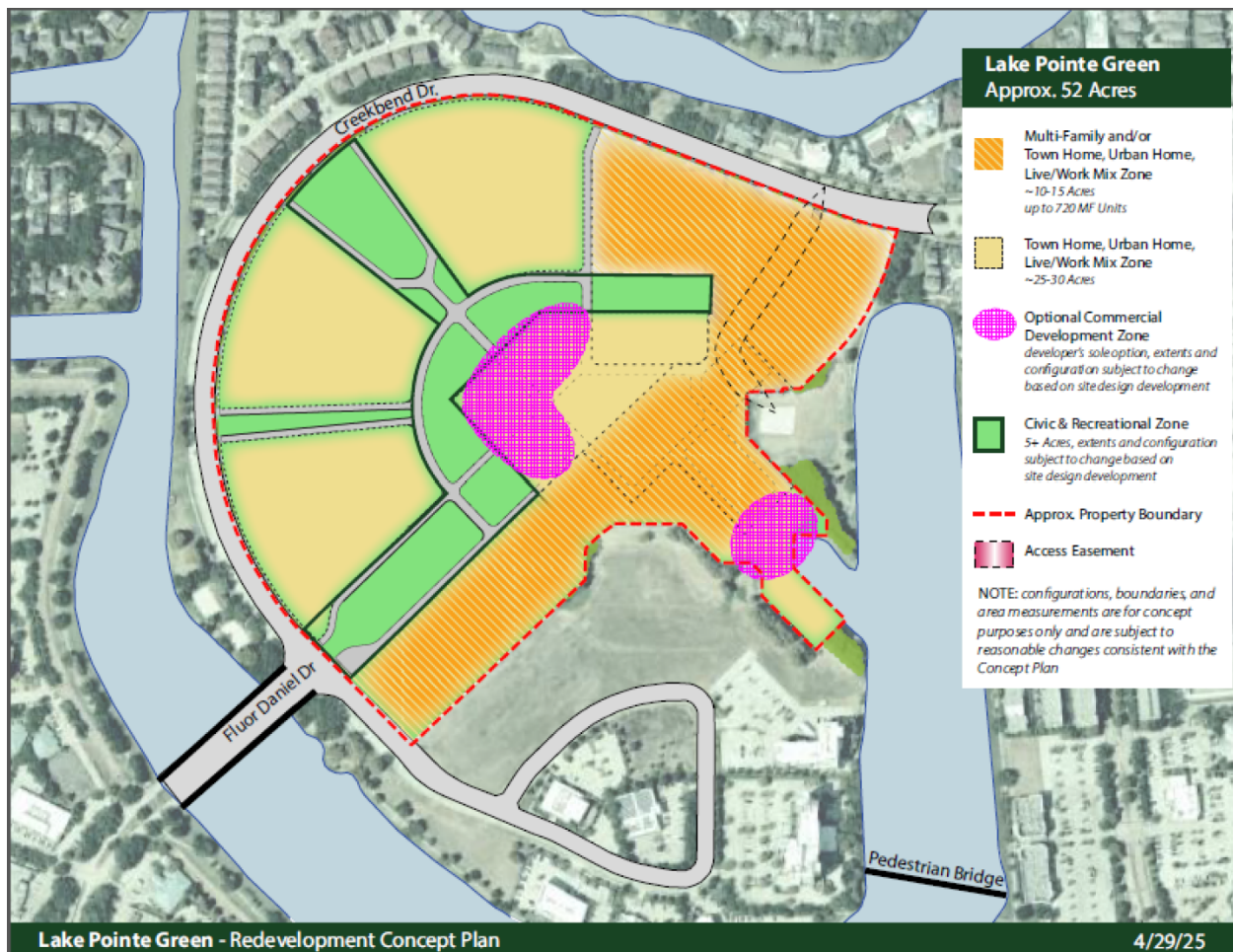


Exhibit C

Existing Improvements with structures to be demolished identified

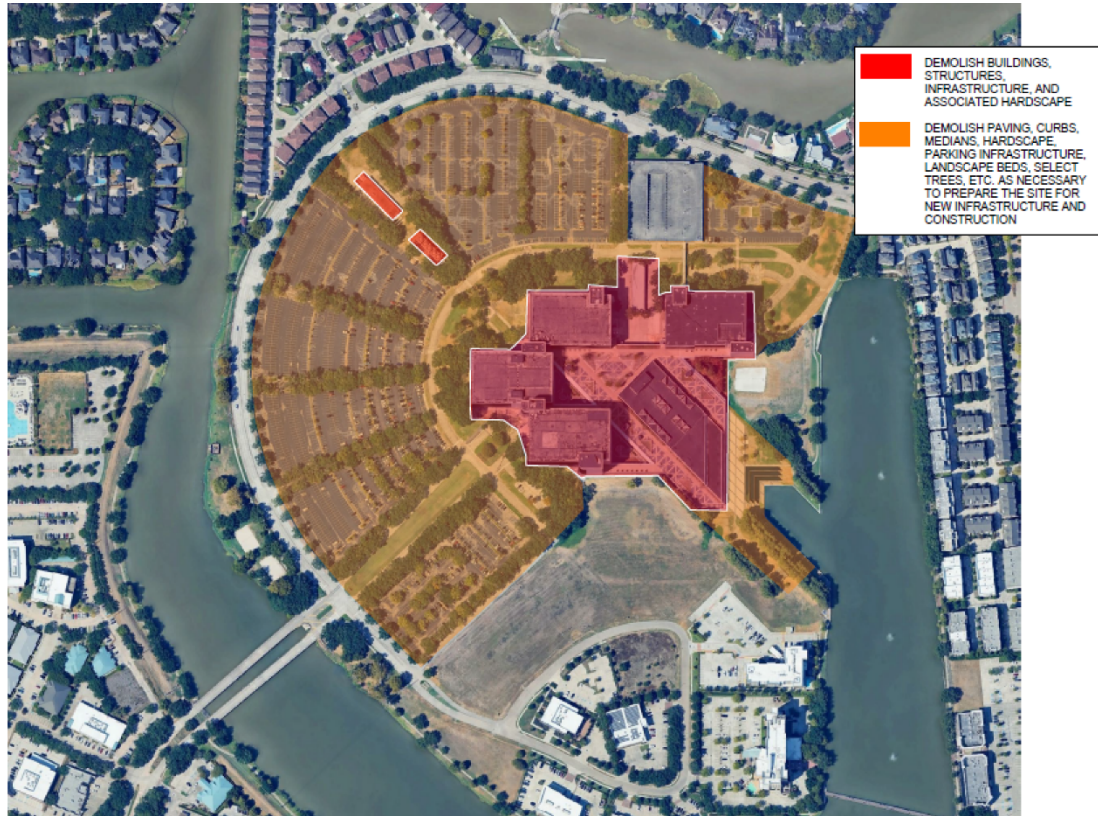


Exhibit D

Public Improvements

- Retaining Walls (Public and Private)
- Demolition
- Impact Fee and Encroachment Fees
- Permitting Fees
- City Park Fee in Lieu
- Tree Removal, tree arborist, and tree transplanting - Development not allowed for noble trees or trees over 6-inches in caliper; (Fee per caliper inch in lieu are eligible)
- Soil Report (Geotechnical Reports including both Investigation and Materials Testing:
 - Engineering, Professional, and Planning I Design Fee - costs related to all utilities, public paving, and other eligible project cost categories. Eligible engineering design fees to be prorated for public and private paving.
- Survey Fees - Entire Site
- Plat Fees
- Temporary Wet Utility
- Wastewater I Sanitary Sewers (Public and Private) and also under Permanent Access easements (PAE)
- Water Lines and Water Meters (Public and Private) and also under Permanent Access easements (PAE)
- Storm Sewers (Public and Private) under Permanent Access Easements
- Alleys (Public and Private)
- Public Or PAE Fire Hydrants
- Off Site Wet Utility within public easements
- Dry Utility (Onsite and Offsite) located within public easements
- Site Clearing
- Remove Non-Structural Dirt (including haul off)
- Select Fill Dirt
- Cut Street Base / Street Excavation (Public)
- All Detention and Mitigation (onsite and offsite) Costs (Public and Private) excavation, placement and compaction of dirt
- Pavestone Street Crossings and Intersections for all Public ROW I Easements
- Street Curb (Public)

- Street Tie In
- Compaction Report
- Wrought Iron, Brick, or Masonry Fence
- Landscaping, Irrigation, Lighting, and Beautification - Public Areas, Common Areas and Reserves
- Public Street Construction Costs
- Public Utilities (including water meters) - including utilities in public easements (water meters, water lines, sanitary sewers, storm sewers)
- Public Sidewalks