### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

### AMENDED NOTICE OF PUBLIC MEETING

Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive**, **Conroe**, **Texas 77302**.

The meeting will be held at <u>6:30 p.m.</u> on <u>Thursday, July 13, 2023</u>.

The subject of the meeting is to consider and act on the following:

- 1. Minutes of the meeting of Board of Director(s)
- 2. Receive comments from the Public
- 3. Discussion regarding Water Plant No. 3
- 4. Financial and bookkeeping matters including:
  - a. Bookkeeper's report
  - b. Tax Assessor-Collectors' report
  - c. Review of investments
  - d. Payment of District bills
- 5. Operator's Report
- 6. Mowing Contract with All Seasons
- 7. Engineer's Report
- 8. Parking Signage
- 9. Consider requests of EPUD and RPCIA for use of building for meetings
- 10. Resolution Establishing Fees of Office
- 11. Executive (closed) Session Pursuant to Texas Government Code §§ 551.071, 551.072, and 551.076 as necessary
- 12. Pending business



J. Davis Bonham, Jr., Attorney for the District



# Bookkeeper's Report | July 13, 2023

# **River Plantation Municipal Utility District**



**ADDRESS** 

611 Longmire Rd Suite 1 Conroe, Texas 77304

### CONTACT

Phone: 936.756.1644 Fax: 936.756.1844

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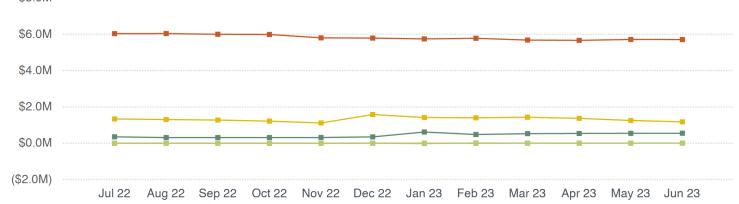
## **River Plantation Municipal Utility District**

BOOKEEPER'S REPORT | 07/13/2023

## Spotlight On The Components That Make Up Your District's Taxable Value

Every year the Appraisal District will assess the new value of your District. The Total Certified Value of your District is the value of everything on the ground within your boundaries before any Exemptions are applied. Next, all Exemptions are applied and subtracted from the Certified Value. The remaining amount is your Taxable Value and the value used to set tax rates that generate tax revenues.





# **Monthly Financial Summary - General Operating Fund**

**River Plantation MUD - GOF** 



### **Account Balance Summary**

Balance as of 06/09/2023	\$1,106,502
Receipts	314,839
Disbursements	(361,657)
Balance as of 07/13/2023	\$1,059,683

### **Overall Revenues & Expenditures**

By Month (Year to Date)



### June 2023

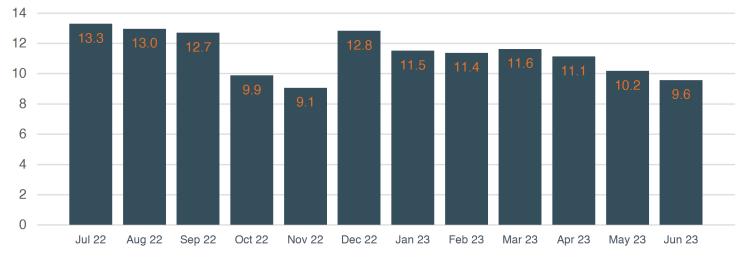
October 2022 - June 2023 (Year to Date)

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Γ	ev	e		u	62	

Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)
\$98,332	\$95,831	\$2,500	\$1,198,206	\$1,117,753	\$80,454
Expenditures					
Experiatures			Expenditures		
Actual	Budget	Over/(Under)	Expenditures Actual	Budget	Over/(Under)

**Revenues** 

## **Operating Fund Reserve Coverage Ratio** (In Months)



**General Operating Fund** 

## **Cash Flow Report - Checking Account**

**River Plantation MUD - GOF** 



Number	Name	Memo	Amount	Balance
Balance as	s of 06/09/2023			\$49,174.6
essints				
Receipts	Bank Transfer Error - Reverse		70,000.00	
	Interest		16.47	
	Violation - Jose F		850.00	
	Transfer from Joint Drainage Fund		931.28	
	Transfer from Tax FFB Account		20,000.00	
	Transfer from Online FFB Account		65,000.00	
Total Rece	eipts			\$156,797.7
Disbursem	nents			
3644	SynapticIntegrations	Surveillance Equipment	(292.87)	
3645	Montgomery Central Appraisal District	MCAD Fees	(1,745.17)	
3719	Centerpoint Energy	Utilities-Admin	(40.26)	
3720	Entergy	Utilities	(3,814.08)	
3740	Prepared Publications, Inc.	Operations Admin	(210.00)	
3741	Centerpoint Energy	Utilities-Admin	(46.24)	
3742	Entergy	Utilities	(5,768.54)	
3743	Consolidated Communiciations	Telephone Exp- Admin	(317.94)	
3744	J & K Tree Services	Tree Removal Services	(700.00)	
3745	J & K Tree Services	Tree Removal Services	(2,570.00)	
3746	Timothy Goodman	AWBD Reimbursement	(836.93)	
3747	Municipal Accounts & Consulting L.P.	Bookkeeping Fees	(9,465.27)	
3748	Prepared Publications, Inc.	Operations Admin	(210.00)	
3749	Smith, Murdaugh, Little & Bonham, LLP.	Legal Fees	(17,869.22)	
3750	Vogler & Spencer Engineering	Engineering Fees	(10,254.54)	
3751	River Plantation - Joint Drainage	Purchased Drainage	(710.43)	
3752	River Plantation - STP	Purchased Sewer	(6,364.90)	
3753	Municipal Operations & Consulting, Inc.	<b>Operations &amp; Maintenance</b>	(41,587.98)	
3754	The Radich Law Firm, PLLC	Legal Fees	(19,763.92)	
3755	Centerpoint Energy	Utilities	0.00	
3756	Consolidated Communiciations	Utilities	0.00	
3757	Entergy	Utilities	0.00	
Svc Chg	First Financial Bank	Bank Charges	(42.60)	
ſsf	First Financial Bank	Bank Transfer Error	(70,000.00)	
otal Disb	ursements			(\$192,610.89
Balance as	s of 07/13/2023			\$13,361.4

## **Cash Flow Report - Online Account**

River Plantation MUD - GOF



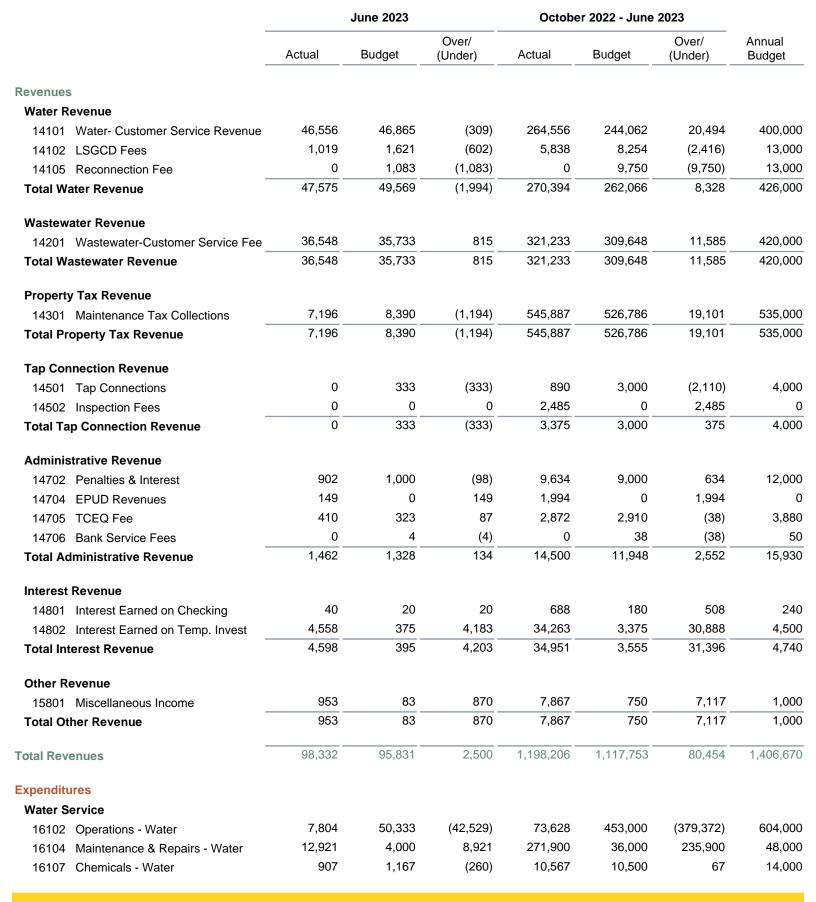
Number	Name	Memo	Amount	Balance
Balance as	of 06/09/2023			\$4,170.32
Receipts				
	Accounts Receivable		63,002.14	
	Interest		10.86	
Total Recei	pts			\$63,013.00
Disburseme	ents			
Tsf	River Plantation MUD	Transfer to FFB Operating	(65,000.00)	
Total Disbu	rsements			(\$65,000.00)
Balance as	of 07/13/2023			\$2,183.32

# Cash Flow Report - Tax Deposit Account River Plantation MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as	s of 06/09/2023			\$2,439.43
Receipts				
•	Tax Revenue		9,352.31	
	Tax Revenue		989.43	
	Tax Revenue		8,916.59	
	Tax Revenue		1,199.36	
	Interest		12.20	
	Bank Transfer Error - Reverse		70,000.00	
Total Rece	eipts			\$90,469.89
Disbursen	nents			
Tsf	First Financial Bank	Bank Transfer Error	(70,000.00)	
Tsf	River Plantation MUD	Transfer to FFB Operating	(20,000.00)	
Total Disb	ursements			(\$90,000.00)
Balance a	s of 07/13/2023		\$2,909.32	

**River Plantation MUD - GOF** 







		June 2023		October 2022 - June 2023				
	-	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditu	Ires							
Water S								
	Laboratory Expense - Water	1,410	500	910	17,849	4,500	13,349	6,000
16109		7,020	4,152	2,868	47,487	26,985	20,502	39,440
16110	-	6,040	5,417	624	50,578	48,750	1,828	65,000
16116	Permit Fees - Water	0	0	0	2,467	1,844	623	3,500
16117	TCEQ Regulatory Expense - Water	0	0	0	479	500	(21)	1,750
	LSGWCD Fees	0	1,075	(1,075)	19,199	20,500	(1,301)	20,500
Total Wa	ater Service	36,103	66,643	(30,541)	494,154	602,579	(108,425)	802,190
Wastew	ater Service							
16201	Operations - Wastewater	1,800	2,083	(283)	16,575	18,750	(2,175)	25,000
16204	Purchase Wastewater Service	4,212	12,052	(7,840)	132,738	108,468	24,270	144,624
16208	Laboratory Fees - Wastewater	0	0	0	1,646	0	1,646	0
16209	Landscape Service -Wastewater	0	4,152	(4,152)	17,430	26,985	(9,556)	39,440
16211	Utilities - Wastewater	92	8	84	756	75	681	100
16217	TCEQ Regulatory Exp- Wastewate	0	0	0	479	500	(21)	1,750
16219	Maint & Repairs - Wastewater	13,252	4,983	8,269	91,660	44,850	46,810	59,800
Total Wa	astewater Service	19,357	23,279	(3,922)	261,283	199,628	61,655	270,714
Storm W	Vater Quality							
16406	Purchased Drainage	701	1,942	(1,241)	2,778	17,475	(14,697)	23,300
Total St	orm Water Quality	701	1,942	(1,241)	2,778	17,475	(14,697)	23,300
Tap Cor	nnection							
16501	Tap Connection Expense - Water	0	133	(133)	1,350	1,200	150	1,600
16503	Tap Connection Exp - Wastewater	0	217	(217)	0	1,950	(1,950)	2,600
Total Ta	p Connection	0	350	(350)	1,350	3,150	(1,800)	4,200
Parks &	Recreation Service							
16604	Maintenance & Repairs - Park	3,270	2,250	1,020	42,245	20,250	21,995	27,000
Total Pa	arks & Recreation Service	3,270	2,250	1,020	42,245	20,250	21,995	27,000
Adminis	strative Service							
16701	Legal Fees	37,337	15,000	22,337	186,617	135,000	51,617	180,000
16706	Engineering Fees	10,255	5,167	5,088	46,670	46,500	170	62,000
16712	Bookkeeping Fees	9,052	3,741	5,311	69,643	33,671	35,972	44,895
16713	Legal Notices & Other Publ.	0	8	(8)	555	75	479	100
16714	Printing & Office Supplies	3,478	300	3,178	26,277	2,700	23,577	3,600
16716	Delivery Expense	25	42	(17)	478	375	103	500
16717	Postage	620	400	220	5,372	3,600	1,772	4,800
16718	Insurance & Surety Bond	0	0	0	30,604	25,000	5,604	25,000
	AWBD Expense	0	61	(61)	1,400	189	1,211	700



Actual	Budget	Over/ (Under)	Actual	Budget	Over/	Annual
					(Under)	Budget
0	0	0	9,300	10,000	(700)	10,000
43	45	(2)	2,208	405	1,803	540
386	125	261	735	1,125	(390)	1,500
0	0	0	444	800	(356)	800
1,745	1,000	745	5,252	3,000	2,252	4,000
0	0	0	750	30	720	30
62,940	25,889	37,052	386,305	262,470	123,835	338,465
0	0	0	0	0	0	10,000
0	0	0	0	0	0	1,000
0	0	0	0	0	0	11,000
753	83	670	12,825	750	12,075	1,000
753	83	670	12,825	750	12,075	1,000
123,124	120,436	2,688	1,200,941	1,106,303	94,638	1,477,869
(24,792)	(24,604)	(188)	(2,735)	11,450	(14,184)	(71,199)
0	0	0	0	0	0	71,199
0	0	0	0	0	0	71,199
0	0	0	0	0	0	71,199
0	0	0	0	0	0	71,199
(24,792)	(24,604)	(188)	(2,735)	11,450	(14,184)	0
	43 386 0 1,745 0 62,940 0 0 0 753 753 753 123,124 (24,792) 0 0 0 0 0 0 0 0 0 0 0 0 0	43       45         386       125         0       0         1,745       1,000         0       0         62,940       25,889         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         753       83         753       83         123,124       120,436         (24,792)       (24,604)         0       0         0       0         0       0         0       0         0       0	43       45       (2)         386       125       261         0       0       0         1,745       1,000       745         0       0       0         62,940       25,889       37,052         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         753       83       670         753       83       670         123,124       120,436       2,688         (24,792)       (24,604)       (188)         0       0       0       0         0       0       0       0         0       0       0       0	43       45       (2)       2,208         386       125       261       735         0       0       0       444         1,745       1,000       745       5,252         0       0       0       750         62,940       25,889       37,052       386,305         0       0       0       0       0         0       0       0       0       0         0       0       0       0       0         0       0       0       0       0         0       0       0       0       0         753       83       670       12,825         123,124       120,436       2,688       1,200,941         (24,792)       (24,604)       (188)       (2,735)         0       0       0       0       0         0       0       0       0       0         0       0       0       0       0	43       45       (2)       2,208       405         386       125       261       735       1,125         0       0       0       444       800         1,745       1,000       745       5,252       3,000         0       0       0       750       30         62,940       25,889       37,052       386,305       262,470         0       0       0       0       0       0         0       0       0       0       0       0         0       0       0       0       0       0         0       0       0       0       0       0         0       0       0       0       0       0         0       0       0       0       0       0         0       0       0       0       0       0         123,124       120,436       2,688       1,200,941       1,106,303         (24,792)       (24,604)       (188)       (2,735)       11,450         0       0       0       0       0       0         0       0       0       0       0	43       45       (2)       2,208       405       1,803         386       125       261       735       1,125       (390)         0       0       0       444       800       (356)         1,745       1,000       745       5,252       3,000       2,252         0       0       0       750       30       720         62,940       25,889       37,052       386,305       262,470       123,835         0       0       0       0       0       0       0         0       0       0       0       0       0       0         0       0       0       0       0       0       0         0       0       0       0       0       0       0         0       0       0       0       0       0       0         753       83       670       12,825       750       12,075         123,124       120,436       2,688       1,200,941       1,106,303       94,638         (24,792)       (24,604)       (188)       (2,735)       11,450       (14,184)         0       0       0

## Balance Sheet as of 06/30/2023

**River Plantation MUD - GOF** 



### Assets

Bank	\$20.0F0
11101 Cash in Bank 11102 Tax Deposit	\$33,656 22,909
11103 Online	67,183
Total Bank	\$123,749
Investments	ψ125,145
11201 Time Deposits	\$1,055,276
Total Investments	\$1,055,276
Receivables	ψ1,035,270
11301 Accounts Receivable	\$87,765
11302 Accounts Receivable -EPUD	400
11303 Maintenance Tax Receivable	67,783
Total Receivables	\$155,948
Interfund Receivables	ψ100,0 <del>1</del> 0
11404 Due From Joint Plant	\$46,989
11405 Due From Joint Drainage	931
Total Interfund Receivables	\$47,920
	ψτι,320
Reserves 11601 RP MUD STP Reserve	\$21,000
11602 RP MUD Joint Drainage Reserve	4,000
Total Reserves	\$25,000
Fixed Assets	φ20,000
11801 Inventories - Cost	\$3,983
Total Fixed Assets	\$3,983
Total Assets	\$1,411,875
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	\$106,223
Total Accounts Payable	\$106,223
Other Current Liabilities	
12207 Due To Tax Assessor	\$962
Total Other Current Liabilities	\$962
Interfund Payables	
12402 Due To Debt Service	\$14,046
Total Interfund Payables	\$14,046
Deferrals	
12502 Deferred Inflows Property Taxes	\$67,783
Total Deferrals	\$67,783
	General Operating Fund
	General Operating Fund

## Balance Sheet as of 06/30/2023

**River Plantation MUD - GOF** 

### Liabilities & Equity

Liabilities	
Deposits	
12601 Customer Meter Deposits	\$118,589
Total Deposits	\$118,589
Total Liabilities	\$307,603
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	\$1,107,007
Total Unassigned Fund Balance	\$1,107,007
Net Income	(\$2,735)
Total Equity	\$1,104,272

**Total Liabilities & Equity** 



\$1,411,875

## Monthly Financial Summary - Capital Projects Fund River Plantation MUD - CPF



### Account Balance Summary

### **Overall Revenues & Expenditures**

By Month (Year to Date)



### Account Balance By Month | July 2022 - June 2023



# **Cash Flow Report - Checking Account**

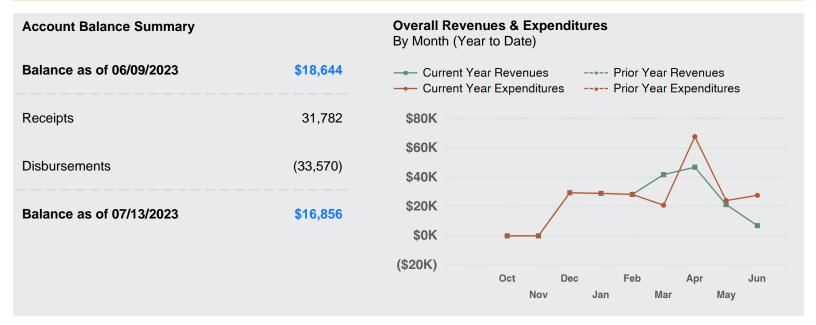
## River Plantation MUD - CPF



Number	Name	Memo	Amount	Balance
Balance a	s of 06/09/2023			\$334.21
Receipts				
	Interest		6.21	
	Transfer from TX Class Series 2022 WS&D		14,604.53	
Total Rec	eipts			\$14,610.74
Disburser	nents			
1023	Vogler & Spencer Engineering	Engineering Fees	(14,604.53)	
Bnk Chg	First Financial Bank	Bank Service Charge	(0.64)	
Total Dist	oursements			(\$14,605.17)
Balance a	s of 07/13/2023			\$339.78

## Monthly Financial Summary - Sewer Treatment Plant Fund River Plantation MUD - STP





## Account Balance By Month | July 2022 - June 2023



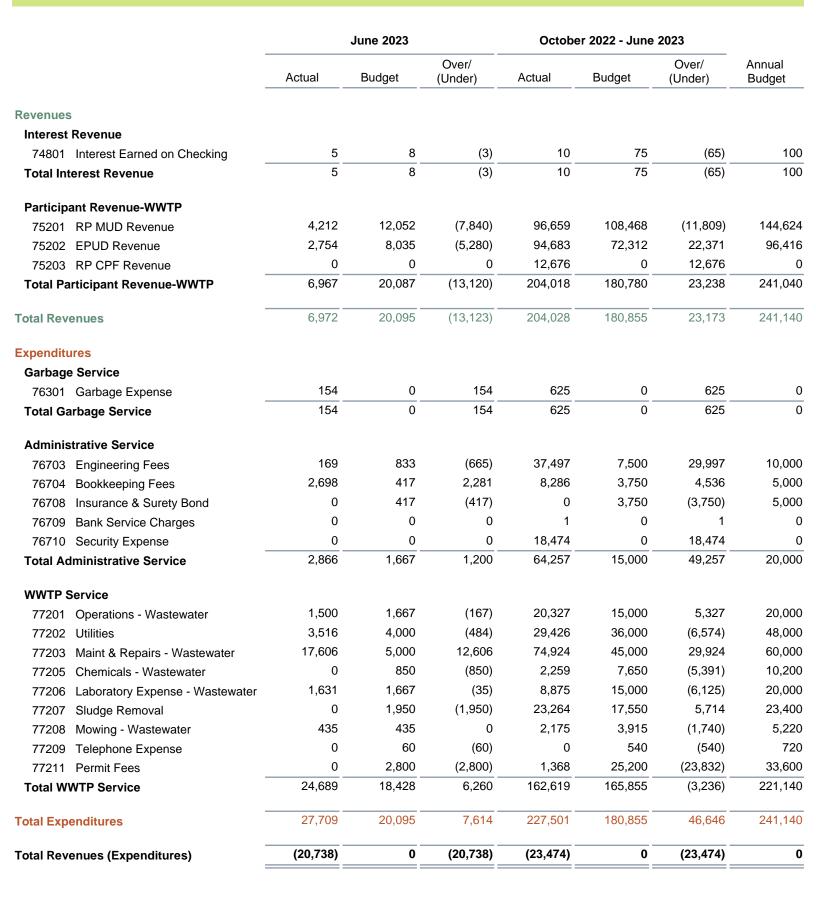
# Cash Flow Report - Checking Account River Plantation MUD - STP



Number	Name	Memo	Amount	Balance
Balance as	s of 06/09/2023			\$18,643.97
Receipts				
-	Interest on Checking		4.97	
	Accounts Receivable - EPUD		25,412.28	
	Accounts Receivable - River Plantation		6,364.90	
Total Rece	eipts			\$31,782.15
Disbursen	nents			
1023	Entergy	Utilities	(3,403.94)	
1024	Republic Services	Garbage Expense	(156.03)	
1029	Entergy	Utilities	(3,516.04)	
1030	Republic Services	Garbage Expense	(154.00)	
1031	Municipal Accounts & Consulting LP	Bookkeeping Fees	(2,697.53)	
1032	Vogler & Spencer Engineering	Engineering Fees	(168.75)	
1033	Entergy	Utilities	0.00	
1034	Republic Services	Garbage Expense	0.00	
1035	GFL Environmental	Sludge Removal	(2,736.00)	
1036	Municipal Operations & Consulting	Operator Expense	(20,737.56)	
1037	Entergy	Utilities	0.00	
1038	Republic Services	Garbage Expense	0.00	
Svc Chg	First Financial	Bank Charge	(0.19)	
Total Disb	ursements			(\$33,570.04)
Balance a	s of 07/13/2023			\$16,856.08

# Actual vs. Budget Comparison

**River Plantation MUD - STP** 





Excess Revenues (Expenditures)	(20,738)	0	(20,738)	(23,474)	0	(23,474)	0
							19

## **Monthly Financial Summary - Joint Drainage Fund**

**River Plantation MUD - Joint Drainage** 

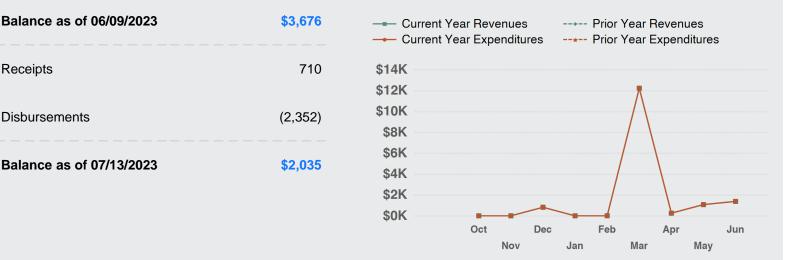


### Account Balance Summary

Receipts

### **Overall Revenues & Expenditures**

By Month (Year to Date)



### Account Balance By Month | July 2022 - June 2023

### ---- JOINT DRAINAGE FUND 5000 4000 3000 2000 1000 0 -1000 Jul 22 Aug 22 Sep 22 Oct 22 Apr 23 Nov 22 Dec 22 Jan 23 Feb 23 Mar 23 May 23 Jun 23

# **Cash Flow Report - Checking Account**

River Plantation MUD - Joint Drainage



Number	Name	Memo	Amount	Balance
Balance as	s of 06/09/2023			\$3,676.47
Receipts				
•	River Plantation Billing - April		710.43	
Total Rece	Pipts			\$710.43
Disbursem	ients			
1007	Entergy	Utilities	(18.94)	
1010	Entergy	Utilities	(27.22)	
1011	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(1,291.25)	
1012	Vogler & Spencer Engineering	Engineering Fees	(77.50)	
1013	Entergy	Utilities	0.00	
JE	First Financial Bank	Bank Service Charge	(5.94)	
Tsf	First Financial Bank	Transfer to Operating	(931.28)	
Total Disb	ursements			(\$2,352.13)
Balance as	s of 07/13/2023			\$2,034.77

# Actual vs. Budget Comparison River Plantation MUD - Joint Drainage

	June 2023			October 2022 - June 2023			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues							
Interest Revenue							
94801 Interest Earned on Checking	0	8	(8)	0	75	(75)	100
Total Interest Revenue	0	8	(8)	0	75	(75)	100
Participant Revenue-JWP							
95301 RP MUD Revenue	701	1,942	(1,241)	1,965	17,475	(15,510)	23,300
95302 EPUD Revenue	701	1,942	(1,241)	7,975	17,475	(9,500)	23,300
95303 RP CPF Revenue	0	0	0	6,009	0	6,009	0
Total Participant Revenue-JWP	1,402	3,883	(2,481)	15,949	34,950	(19,001)	46,600
Total Revenues	1,402	3,892	(2,490)	15,949	35,025	(19,076)	46,700
Expenditures							
Administrative Service							
96703 Engineering Fee	78	0	78	13,671	0	13,671	0
96704 Bookkeeping Fee	1,291	417	875	2,024	3,750	(1,726)	5,000
96709 Bank Service Charges	6	0	6	53	0	53	0
Total Administrative Service	1,375	417	958	15,747	3,750	11,997	5,000
JWP Service							
97302 Maintenance & Repairs	0	3,000	(3,000)	0	27,000	(27,000)	36,000
97305 Utilities	27	25	2	202	225	(23)	300
97306 Mowing Expense	0	450	(450)	0	4,050	(4,050)	5,400
Total JWP Service	27	3,475	(3,448)	202	31,275	(31,073)	41,700
Total Expenditures	1,402	3,892	(2,490)	15,949	35,025	(19,076)	46,700
Total Revenues (Expenditures)	0	0	0	0	0	0	0
Excess Revenues (Expenditures)	0	0	0	0	0	0	0

# District Debt Summary as of 07/13/2023 River Plantation MUD - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authori	zed	Authorized	Authorized	Authorized
\$23.47M		\$21.47M	\$2.00M	Refer to FA for Available \$
Total \$ Issued		Issued	Issued	Issued
\$15.10M		\$13.42M	\$1.68M	N/A
Yrs to Mat	Rating AA	<b>\$ Available To Issue</b> \$8.05M	<b>\$ Available To Issue</b> \$325.94K	<b>\$ Available To Issue</b> Refer to FA for Available \$

\*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

## **Outstanding Debt Breakdown**

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2022 - WS&D	\$6,950,000	2052	\$6,950,000
2022 - Park	\$1,675,000	2051	\$1,660,000
Total	\$8,625,000		\$8,610,000

# **District Debt Schedule**

**River Plantation MUD - DSF** 



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2022 - WS&D	\$25,000.00	\$151,112.50	\$176,112.50
Bank of New York	2022 - Park	\$25,000.00	\$24,615.63	\$49,615.63
Total Due 09/01/2023		\$50,000.00	\$175,728.13	\$225,728.13
Paying Agent	Series	Principal	Interest	Total
Bank of New York	2022 - WS&D	\$0.00	\$150,206.25	\$150,206.25
Bank of New York	2022 - Park	\$0.00	\$23,990.63	\$23,990.63
Total Due 03/01/2024		\$0.00	\$174,196.88	\$174,196.88

## Investment Profile as of 07/13/2023

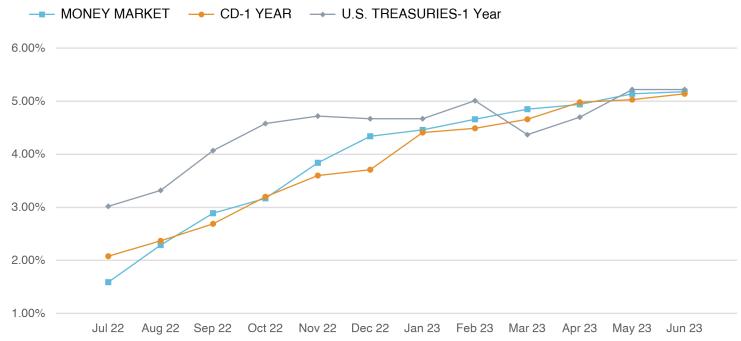
**River Plantation MUD** 



General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest			
\$1,059,683	\$5,698,040	\$564,198	\$18,891
Funds Invested	Funds Invested	Funds Invested	Funds Invested
\$1,041,229	\$5,697,700	\$564,198	\$0
Percent Invested 98 %	Percent Invested 99 %	Percent Invested	Percent Invested 0 %

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.19 %	180 Days	5.01 %	180 Days	5.48 %
		270 Days	5.03 %	270 Days	5.48 %
		1 Yr	5.14 %	1 Yr	5.39 %
		13 Mo	5.14 %	13 Mo	N/A
		18 Mo	3.76 %	18 Mo	5.39 %
		2 Yr	2.83 %	2 Yr	4.93 %

\*Rates are based on the most current quoted rates and are subject to change daily.



## Investment Rates Over Time (By Month) | July 2022 - June 2023

**River Plantation MUD - Investment Detail** 



### **FUND: General Operating**

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	11/15/2018		5.29 %	1,041,229.17	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5416)			0.15 %	13,361.48	Cash In Bank
FIRST FINANCIAL BANK (XXXX5440)			0.20 %	2,909.32	Tax Deposit Account
FIRST FINANCIAL BANK (XXXX4421)			0.20 %	2,183.32	Online Account
Totals for General Operating Fund				\$1,059,683.29	

#### **FUND: Capital Projects** Maturity Date Account Balance **Financial Institution (Acct Number)** Issue Date Interest Rate Notes **Money Market Funds** TEXAS CLASS (XXXX0002) 01/14/2022 25,285.54 Series 2022 Park 5.29 % TEXAS CLASS (XXXX0004) 04/05/2022 5.29 % 5,672,414.42 Series 2022 WS&D Checking Account(s) FIRST FINANCIAL BANK (XXXX5941) 0.00 % 339.78 Checking Account **Totals for Capital Projects Fund** \$5,698,039.74

**FUND: Debt Service** 

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0003)	01/14/2022		5.29 %	764.55	Park
TEXAS CLASS (XXXX0005)	04/05/2022		5.29 %	563,433.19	WS&D
Totals for Debt Service Fund				\$564,197.74	

FIRST FINANCIAL BANK (XXXX0949) Totals for Sewer Treatment Plant Fund			0.00 %	\$16,856.08	Checking Account
Checking Account(s)			0.00.00	40.050.00	
Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
FUND: Sewer Treatment Plant					

**River Plantation MUD - Investment Detail** 



### FUND: Joint Drainage

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX2713)			0.00 %	2,034.77	Checking Account
Totals for Joint Drainage Fund				\$2,034.77	
Grand Total for River Plantation MUD :				\$7,340,811.62	

### **River Plantation MUD - GOF** Accounts Receivable-EPUD

#### As of September 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
11302 · Accoun	ts Receivable -E	EPUD					8,368.92
General Journal	01/31/2022	Receipt	Accounts Receivable	Accounts Receivable - EPUD - Dec 2022		8,368.92	0.00
General Journal	01/31/2022	EPUD		January 2022	6,264.04		6,264.04
General Journal	02/28/2022	EPUD		February 2022	7,189.86		13,453.90
General Journal	03/31/2022	EPUD		March 2022	7,748.48		21,202.38
General Journal	04/30/2022	EPUD		April 2022	6,109.96		27,312.34
General Journal	04/30/2022	Receipt	Accounts Receivable	Accounts Receivable - EPUD -Jan 20222		6,264.04	21,048.30
General Journal	04/30/2022	Receipt	Accounts Receivable	Accounts Receivable - EPUD -Feb 20222		7,189.86	13,858.44
General Journal	05/31/2022	Receipt	Accounts Receivable	Accounts Receivable - EPUD -March 20222		7,748.48	6,109.96
General Journal	05/31/2022	EPUD		May 2022	5.867.86		11,977.82
General Journal	06/30/2022	EPUD		June 2022	5,965.13		17,942.95
General Journal	07/31/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD - Apr 20222	- ,	6,109.96	11,832.99
General Journal	07/31/2022	EPUD		July 2022	6,278.47	-,	18,111,46
General Journal	08/31/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -May 20222	-,	5.867.86	12.243.60
General Journal	08/31/2022	EPUD		August 2022	3.441.59		15,685,19
General Journal	09/30/2022	EPUD		Sept 2022	9.051.63		24,736,82
General Journal	10/05/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -June 20222	- ,	5,965.13	18,771.69
General Journal	10/05/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -July 20222		6.278.47	12,493,22
General Journal	10/31/2022	EPUD		Oct 2022	96.990.91	-,	109,484,13
General Journal	10/31/2022	EPUD		Oct 2022 Add	2.647.91		112,132.04
General Journal	11/30/2022	Receipt	East Plantation UD	Accounts Receivable - EPUD -September 20222	_,	9.051.63	103.080.41
General Journal	11/30/2022	EPUD		Nov 2022	6.494.35	-,	109,574,76
General Journal	11/30/2022	EPUD		Nov 2022 Add'l	3,237,10		112.811.86
General Journal	12/31/2022	EPUD		Dec 2022	6.677.94		119,489,80
General Journal	01/31/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -October 2022 - Partial	-,	6,028.01	113,461.79
General Journal	02/02/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -October Add'l 2022		2.647.91	110,813.88
General Journal	02/02/2023	Receipt	First Financial Bank	Accounts Receivable - EPUD -November 2022		6,494.35	104,319.53
General Journal	02/16/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -October 2022 - Partial Final		90,962.91	13.356.62
General Journal	02/16/2023	Receipt		Correction to EPUD Oct Receivable	0.01		13,356.63
General Journal	03/16/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -November Add'l 2022		3.237.10	10,119.53
General Journal	03/16/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -December 2022		6.677.94	3,441,59
General Journal	04/30/2023	EPUD		April 2023 Additional Water Connections	116.20		3,557,79
General Journal	05/31/2023	EPUD		May 2023 Additional Water Connections	134.42		3,692.21
General Journal	06/01/2023	Receipt	East Plantation UD	Accounts Receivable - EPUD -August 2022	101112	3,441.59	250.62
General Journal	06/30/2023	EPUD		June 2023 Additional Water Connections	149.37		399.99
Total 11302 · Ac	counts Receivab	le -EPUD			174,365.23	182,334.16	399.99
TOTAL					174,365.23	182,334.16	399.99

### **River Plantation MUD - STP Accounts Receivable - EPUD**

### As of September 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
71302 · Account	s Receivable - EP	UD					0.00
General Journal	12/31/2022	EPUD		Accounts Receivable - December (2)	79.75		79.75
General Journal	12/31/2022	EPUD		Accounts Receivable - December (3) for March 23 2023 Meeting	2,273.14		2,352.89
General Journal	01/31/2023	EPUD		Accounts Receivable - January	9,875.74		12,228.63
General Journal	01/31/2023	EPUD		Accounts Receivable - January for March 23 2023 Meeting	1,558.35		13,786.98
General Journal	02/28/2023	EPUD		Accounts Receivable - February for March 23 2023 Meeting	9,547.44		23,334.42
General Journal	02/28/2023	EPUD		Accounts Receivable - February for April 12 2023 Meeting	1,436.66		24,771.08
General Journal	02/28/2023	EPUD		Accounts Receivable - February for May 23 2023 Meeting	172.00		24,943.08
General Journal	03/31/2023	EPUD		Accounts Receivable - March for April 12 2023 Meeting	7,324.90		32,267.98
General Journal	03/31/2023	EPUD		Accounts Receivable - March for May 23 2023 Meeting	955.68		33,223.66
General Journal	03/31/2023	EPUD		Accounts Receivable - March CPF Billing	8,235.11		41,458.77
General Journal	04/30/2023	EPUD		Accounts Receivable - April for May 23 2023 Meeting	9,902.17		51,360.94
General Journal	04/30/2023	EPUD		Accounts Receivable - April Add'I for June 08 2023 Meeting	8,668.68		60,029.62
General Journal	05/31/2023	EPUD		Accounts Receivable - May for June 08 2023 Meeting	7,000.01		67,029.63
General Journal	05/31/2023	EPUD		Accounts Receivable - May Add'I for July 13 2023 Meeting	1,407.43		68,437.06
General Journal	06/05/2023	Receipt	First Fin	Accounts Receivable - EPUD		9,875.74	58,561.32
General Journal	06/30/2023	EPUD		Accounts Receivable - June for July 13 2023 Meeting	2,754.24		61,315.56
General Journal	07/10/2023	Receipt	First Fin	Accounts Receivable - EPUD		172.00	61,143.56
General Journal	07/10/2023	Receipt	First Fin	Accounts Receivable - EPUD		955.68	60,187.88
General Journal	07/10/2023	Receipt	First Fin	Accounts Receivable - EPUD		9,902.17	50,285.71
General Journal	07/10/2023	Receipt	First Fin	Accounts Receivable - EPUD due to CPF - March 2023 CPF invoices p		8,235.11	42,050.60
Total 71302 · Acc	ounts Receivable -	EPUD			71,191.30	29,140.70	42,050.60
TOTAL					71,191.30	29,140.70	42,050.60

# River Plantation MUD - Joint Drainage Accounts Receivable - EPUD

### As of September 30, 2023

Туре	Date	Num	Name	Memo	Debit	Credit	Balance
91302 · Accounts Red	eivable - EPUD						
General Journal	10/31/2022	JE		Accounts Receivable EPUD - October	11.86		11.86
General Journal	11/30/2022	JE		Accounts Receivable EPUD - November	11.93		23.79
General Journal	12/31/2022	JE		Accounts Receivable EPUD - December	419.80		443.59
General Journal	01/31/2023	JE		Accounts Receivable EPUD - January	9.02		452.61
General Journal	02/28/2023	JE		Accounts Receivable EPUD - February	13.02		465.63
General Journal	03/31/2023	JE		Accounts Receivable EPUD - March	90.00		555.63
General Journal	03/31/2023	JE		Accounts Receivable EPUD - March	22.18		577.81
General Journal	03/31/2023	JE		Accounts Receivable EPUD - March CPF	6,009.37		6,587.18
General Journal	03/31/2023	JE	Vogler & Spencer	Accounts Receivable EPUD - March CPF		6,009.37	577.81
General Journal	04/30/2023	JE		Accounts Receivable EPUD - April	137.94		715.75
General Journal	05/31/2023	JE		Accounts Receivable EPUD - May	539.06		1,254.81
General Journal	05/31/2023	JE		Accounts Receivable EPUD - May Add'l	9.47		1,264.28
General Journal	06/08/2023	JE		Accounts Receivable EPUD - January		9.02	1,255.26
General Journal	06/08/2023	JE		Accounts Receivable EPUD - January - Adjustment		0.01	1,255.25
General Journal	06/30/2023	JE		Accounts Receivable EPUD - June	700.95		1,956.20
General Journal	07/10/2023	JE		Accounts Receivable EPUD - March		137.94	1,818.26
Total 91302 · Accounts	Receivable - EF	DUv			7,974.60	6,156.34	1,818.26
OTAL					7,974.60	6,156.34	1,818.26

# **RIVER PLANTATION MUD**

## **Capital Projects Fund Breakdown**

7/13/2023

Descinta		
Receipts Series 2022 Park - Bond Proceeds	\$	1,675,000.00
Series 2022 Park - Bond Interest Earnings	Ŷ	1,255.02
Series 2022 WS&D - Bond Proceeds		6,950,000.00
Series 2022 WS&D- Bond Interest Earnings		235,657.68
Disbursements		
Disbursements - Series 2022 - Park		(1,650,629.08)
Disbursements - Series 2022 - WS&D		(1,513,243.88)
Total Cash Balance	\$	5,698,039.74
Balances by Account		
First Financial Bank	\$	339.78
TX Class XXXX-0002 TX Class XXXX-0004		25,285.54 5,672,414.42
Cash Balance	S	5,698,039.74
	<u> </u>	0,000,000.11
Balances by Bond Series		
Series 2022 Park - Bond Proceeds	\$	25,625.94
Series 2022 WS&D - Bond Proceeds		5,672,413.80
Total Cash Balance	\$	5,698,039.74
Use of Surplus/Remaining Costs		
Series 2022 Park - Remaining Costs	\$	-
Series 2022 WS&D - Remaining Costs		5 395 825 26

Series 2022 Park - Remaining Costs	\$ -
Series 2022 WS&D - Remaining Costs	5,395,825.26
Total Remaining Costs	 5,395,825.26
Series 2022 Park - Surplus & Interest	25,625.94
Series 2022 WS&D - Surplus & Interest	276,588.54
Total Surplus Funds	\$ 302,214.48
Total Funds	 \$5,698,039.74

### COST COMPARISON RIVER PLANTATION MUD SERIES 2022 Park - \$1,675,000.00

CONSTRUCTION COSTS	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE OVER/UNDER
Land Acquisition Costs for Former				
Charleston Course Site	1,398,250.00	1,377,226.00	0.00	21,024.00
TOTAL CONSTRUCTION COSTS	1,398,250.00	1,377,226.00	0.00	21,024.00
Legal Fees	50,250.00	50,250.00	0.00	0.00
Financial Advisory Fees	33,500.00	33,500.00	0.00	0.00
Capitalized Interest	49,621.00	49,620.83	0.00	0.17
Bond Discount	47,374.00	14,216.00	0.00	33,158.00
Bond Issuance Expenses	25,513.00	54,953.95	0.00	(29,440.95)
Bond Application Report	40,000.00	40,000.00	0.00	0.00
Attorney General Fee	1,675.00	1,675.00	0.00	0.00
TCEQ Bond Issuance Fee	4,188.00	4,187.50	0.00	0.50
Contingency	24,629.00	25,000.00	0.00	(371.00)
TOTAL NONCONSTRUCTION COSTS	276,750.00	273,403.28	0.00	3,346.72
	\$1,675,000.00	\$1,650,629.28	\$0.00	\$24,370.72
			Interest	1,255.08
			Surplus & Interest	25,625.94
		Tota	l Dollars Remaining	\$25,625.94
		\$24,370.72		

### TOTAL BOND ISSUE

### COST COMPARISON RIVER PLANTATION MUD SERIES 2022 WS&D - \$6,950,000.00

CONSTRUCTION COSTS	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE OVER/UNDER
WWTF Rehab Phase 1	625,000.00	0.00	625,000.00	0.00
WWTF Electrical Upgrades	615,000.00	20,169.73	594,830.27	0.00
WP No. 3 Electical Upgrades	72,500.00	64,808.76	7,691.24	0.00
WP No. 2 Recoating	178,500.00	2,062.50	176,437.50	0.00
Fire Hydrant & Valve Survey	50,757.00	0.00	50,757.00	0.00
Fire Hydrant & Valve Rehab	152,500.00	0.00	152,500.00	0.00
Sanitary Clean & Televise	326,177.00	107,648.03	218,528.97	0.00
Sanitary Sewer Rehab Phase 1	382,896.00	51,115.70	331,780.30	0.00
Sanitary Sewer Rehab Phase 2	367,898.00	1,493.75	366,404.25	0.00
Sanitary Sewer Rehab Phase 3	366,682.00	0.00	366,682.00	0.00
Sanitary Manhole Rehab Phase 1	390,785.00	17,132.50	373,652.50	0.00
Storm Sewer Clean & Televise	28,538.00	43,573.23	0.00	(15,035.23)
Channel Survey & Evaluation	50,000.00	43,373.23	50,000.00	(15,055.25)
Storm Sewer Rehab Phase 1	389,889.00	62,113.99	327,775.01	0.00
Storm Sewer Rehab Phase 2	390,847.00	77,841.00	313,006.00	0.00
Mosswood Ditch Rehab Phase 1	559,825.00	103,059.16	456,765.84	0.00
Contingency	954,015.00	0.62	954,014.38	0.00
TOTAL CONSTRUCTION COSTS	5,901,809.00	551,018.97	5,365,825.26	(15,035.23)
Legal Fees	238,500.00	208,500.00	30,000.00	0.00
Financial Advisory Fees	139,000.00	139,000.00	0.00	0.00
Capitalized Interest	347,500.00	302,225.00	0.00	45,275.00
Bond Discount	208,500.00	130,578.50	0.00	77,921.50
Bond Issuance Expenses	35,366.00	102,596.41	0.00	(67,230.41)
Bond Application Report	55,000.00	55,000.00	0.00	0.00
Attorney General Fee	6,950.00	6,950.00	0.00	0.00
TCEQ Bond Issuance Fee	17,375.00	17,375.00	0.00	0.00
Contingency	0.00	0.00	0.00	0.00
TOTAL NONCONSTRUCTION COSTS	1,048,191.00	962,224.91	30,000.00	55,966.09
	1,040,151.00		00,000.00	00,000.00
	\$6,950,000.00	\$1,513,243.88	\$5,395,825.26	\$40,930.86
			Interest	235,657.68
			Surplus & Interest	276,588.54
		Tota	l Dollars Remaining	\$5,631,483.14

\$40,930.86

## 2024 AWBD Mid Winter Conference

**River Plantation Municipal Utility District** 

### Friday, January 19- Saturday, January 20, 2024

Dallas, TX

Director		Registratio	n	Prior Conference Expenses		
Name	Attending	Online	Paid	Paid		
Julie Gilmer				No		
Tim Goodman				Yes		
Betty Brown						
Karl Sakocius						
Tom Vandever						

### Note

Register on-line www.awbd-tx.org (For log in assistance, contact Taylor Cavnar: tcavnar@awbd-tx.org)

This page only confirms registration for the conference, not hotel registrations.

All hotel reservations are the sole responsibility of each attendee.

Your conference registration confirmation will contain a housing reservation request web link.

The link will require the registration number from your conference registration before you can reserve a room.

All requests for an advance of funds must be sent via email to the bookkeeper within 30 days of conference.

### **Registration Dates**

Regular Registration:	Begins
Late Registration	Begins

### **Cancellation Policy**

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 05/10/2023

There will be no refunds after

### **Housing Information**

Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.

#### **REPORT OF TAXES COLLECTED**

CURRENT MONTH OF:	June-23		
TAXES TO BE COLLECTED AS OF 06/01/2023	\$	78,029.30	
PAYMENTS CURRENT MONTH	\$	(10,115.95)	
NEW TAX LEVY FOR 2022 TAX YEAR	\$	-	
ADJUSTMENT IN LEVY BY Tammy McRea's Office	\$	(130.00)	
TOTAL AMT. RECEIVABLE 06/30/2023	\$	67,783.35	

	BALANCE		С	URRENT	YEAR TO		
TAXES COLLECTED:	1	FORWARD	MONTH			DATE	
CURRENT YEAR	\$	1,024,129.72	\$	10,079.88	\$	1,034,209.60	
PRIOR YEAR TAXES	\$	13,726.41	\$	166.07	\$	13,892.48	
OVERPAYMENTS	\$	(19,686.33)	\$	(130.00)	\$	(19,816.33)	
OTHER	\$	-			\$	-	
TOTAL TAXES COLLECTED	\$	1,018,169.80	\$	10,115.95	\$	1,028,285.75	
COST TO COLLECT TAXES	\$	(444.00)	\$	-	\$	(444.00)	
OVERPAYMENT P&I	\$	-	\$	-	\$	-	
Rendition/OTHER INCOME:	\$	(0.45)	\$	-	\$	(0.45)	
PENALTY & INTEREST	\$	8,810.94	\$	989.43	\$	9,800.37	
TOTAL INCOME	\$	1,026,536.29	\$	11,105.38	\$	1,037,641.67	
DEDUCTIONS:							
APPRAISAL DIST. ADJUSTMENTS	\$	-	\$	-	\$	-	
TOTAL AMT. OF DEDUCTIONS	\$	-	\$	-	\$	-	
NET AMOUNT RECEIVED	\$	1,026,536.29	\$	11,105.38	\$	1,037,641.67	

### COMPARISON OF NET TAXES COLLECTED THIS YEAR TO LAST YEAR

MONTH	LAST YEAR		THI	S YEAR	VARIANCE	
OCT	\$	12,671.56	\$	13,558.17	\$	886.61
NOV	\$	35,160.18	\$	61,154.85	\$	25,994.67
DEC	\$	285,285.78	\$	554,915.47	\$	269,629.69
JAN	\$	116,194.08	\$	244,670.33	\$	128,476.25
FEB	\$	46,532.51	\$	100,908.42	\$	54,375.91
MAR	\$	10,097.00	\$	21,033.85	\$	10,936.85
APR	\$	2,928.85	\$	11,609.83	\$	8,680.98
MAY	\$	9,115.35	\$	18,685.37	\$	9,570.02
JUN	\$	9,550.00	\$	11,105.38	\$	1,555.38
JUL	\$	3,642.23			\$	(3,642.23)
AUG	\$	4,960.73			\$	(4,960.73)
SEP	\$	1,170.09			\$	(1,170.09)
TOTAL	\$	537,308.36	\$	1,037,641.67	\$	500,333.31

ALL YEARS

## Tammy J. McRae Montgomery County Tax Assessor-Collector

Monthly Tax Collection Report For the month of June 2023

### **River Plantation MUD**

	MTD		YTD	
2022 Base Tax	\$	10,079.88	\$	1,034,209.60
2022 Penalty & Interest		905.64		5,864.84
Prior Years Base Tax		166.07		13,892.48
Prior Years Penalty & Interest		83.79		3,935.53
Reversals (Refunds, Returned Items, Transfers)		(130.00)		(19,816.33)
Collection Fee		13 <del>4</del>		(444.00)
5% Rendition Fee		-		(0.45)
Total Collections	\$	11,105.38	\$	1,037,641.67

Tammy J. McRae

Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the \_\_\_\_\_\_day of 2023. KIM ROE NOTARY PUBLIC, STATE OF TEXAS Notary ID #13017659-3 Expires April 01,2027 Notary Public in and for the State of Texas

PAGE: 1	PA YMEN'T AMOUN'T	5,636.57 5,218.95 10,855.52	141.05 .00 141.05	158.78 .00 158.78	5,936.40 5,218.95 11,155.35	299.83 .00 299.83	5,636.57 5,218.95 10,855.52
CK	R EF UND AMOUNT	000.	000.	0 0 0 0 0 0 	000.	000.	000.
INCLUDES AG ROLLBACK	OTHER FEES	00.	00 .	0000	000.	00	000.
INCER	ATTORNEY	000.	23.51 .00 23.51	26.46 .00 26.46	49.97 .00 49.97	49.97 .00 49.97	000.
2023 NTATION MUD	DISBURSE TOTAL	5,636.57 5,218.95 10,855.52	117.54 .00 117.54	132.32 .00 132.32	5,886.43 5,218.95 11,105.38	249.86 .00 249.86	5,636.57 5,218.95 10,855.52
TAX COLLECTION SYSTEM DEPOSIT DISTRIBUTION PROM: 06/01/2023 THRU 06/30/2023 JURISDICTION: 0412 RIVER PLANTAT	TIF AMOUNT	000.	000.	000.	000.	000.	000.
TAX COLLECTION SYSTEM DEPOSIT DISTRIBUTION FROM: 06/01/2023 THRU 06/30/2023 JURISDICTION: 0412 RIVER PLANTATION MUD	PENALTY INTEREST	470.24 435.40 905.64	26.23 .00 26.23	57.56 .00 57.56	554.03 435.40 989.43	83.79 .00 83.79	470.24 435.40 905.64
	DISCOUNT GIVEN	00.	00.	000.	00.	00.	00.
4308483 POSIT L	LEVY PAID	5,166.33 4,783.55 9,949.88	1.31. 00 1.31.	74.76 .00 74.76	5,332.40 4,783.55 10,115.95	166.07 .00 166.07	5,166.33 4,783.55 9,949.88
023 01:15:47 430 SELECTION: DEPOSIT RECEIPT DATE: ALL CATION: ALL	TAX RATE	.270000 .250000 .520000	.316000 .000000 .316000	.320000 .000000 .320000			
07/03/2023 01:15:47 TC298-D SELECTIO RECEIPT DATE LOCATION: ALL	YEAR FUND	2022 M & O I & S TOTAL	2021 M & O I & S TOTAL	2017 M & O I & S TOTAL	ALL M & O ALL I & S ALL TOTAL	DLQ M & O DLQ I & S DLQ TOTAL	CURR M & O CURR I & S CURR TOTAL

TAX COLLECTION SYSTEM	TAX COLLECTOR MONTHLY REPOI
4308485	
07/03/2023 01:40:1	TC168

TAX COLLECTOR MONTHLY REPORT TAX COLLECTOR MONTHLY REPORT FROM 06/01/2023 TO 06/30/2023

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0412 RIVER PLANTATION MUD

	YTD UNCOLL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.00	0.00	0.00
PAID ACCTS 1,265	COLL & YTI	95.71	43.93	39.04	27.85	27.91	29.84	13.29	7.16	14.22	15.15	79.76	75.92	77.67	77.67	77.97	79.76									
TAX LEVY	BALANCE C	45,549.34	8,597.11	4,324.45	2,885.81	2,211.85	1,631.20	1,136.95	662.76	304.19	282.53	12.80	16.00	12.40	12.40	12.44	12.62	13.54	18.02	19.24	67.70	0.00	0.00	67,783.35	45,549.34	22,234.01
TAX RATE	PAID YTD	1,015,660.66	6,734.54	2,769.41	1,114.17	856.12	693.82	174.24	51.11	50.44	50.44	50.44	50.44	48.88	48.88	49.04	49.74	0.00	0.00	0.00	0.00	0.00	0.00	1,028,452.37	1,015,660.66	12,791.71
ADJ TAX VALUE 	LEVY PAID	9,949.88	91.31	0.00	0.00	0.00	74.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,115.95	9,949.88	166.07
ADJUSTMENTS 23,713,655	ADJUSTMENT YID	123,538.61	509.03-	80.58-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69.51-	0.00	122,879.49	123,538.61	659.12-
LE VALUE  ,319,398	DUTH ADJ	130.00-	00.	00.	00.	00.	00.	00.	00.	.00	00.	.00	.00	00.	00.	00.	00.	00.	00.	.00	00.	00.	00.	130.00-	130.00-	.00
CERT TAXAB	TAXES DUE	937,671.39	15,840.68	7,174.44	3,999.98	3,067.97	2,325.02	1,311.19	713.87	354.63	332.97	63.24	66.44	61.28	61.28	61.48	62.36	13.54	18.02	19.24	67.70	69.51	0.00	973,356.23	937,671.39	35,684.84
CURRENT YEAR	YEAR	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	* * * *	CURR	DELQ

PAGE: 1

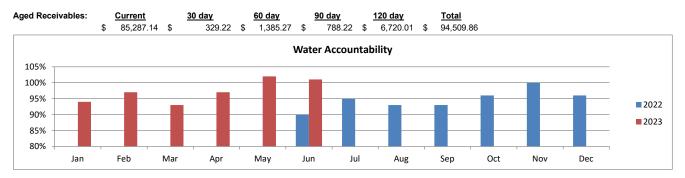


		MONTH	LY OPERATIO	ONS REPORT	FOR RIVER F	PLANTATION M	UD		
June, 2023									
Connections: 975 Vacant: 8	i								
REVENUE:	Water \$ 22,824.12	<b>LSGCD</b> \$ 524.74	<b>Sewer</b> \$ 31,118.71	<b>TCEQ</b> \$ 274.21	Taps \$-	<b>Deposits</b> \$ 1,800.00	<b>Penalty</b> \$ 705.92	<b>Misc.</b> \$ 5,810.63	<b>TOTAL</b> \$ 63,058.33
BILLED CONS:	<b>Residential</b> 10,183,000	Builder/Temp 8,000	<b>Multi Family</b> 0	<b>Irrigation</b> 1,608,000	<b>STP/LS</b> 13,000	Commercial 401,000	<b>Total</b> 12,213,000		
WATER: Gallons pumped fro Gallons pumped fro Total Pumpage/Rei Total Gallons Billeo Leaks, Constructio Pumped vs. Billed Pumped vs. Accou Leaks repaired in D	om Well No.3 ceived I n, Flushing nted	05	5/18/23 - 06/19 294,000 11,784,000 12,078,000 12,213,000 5,000 101% 101% 2	/23	LSGCD - We Permit Expire Permitted Au June Withdra Y-T-D Withdr Amount Rem	es: uthorization: awal: rawal:	12/31/2023 225,868,339 11,654,000 45,723,000 180,145,339		
Bacteriological sam	ples:		6	Good					
WASTEWATER TF T.C.E.Q. Permit Nu Permit expiration da	imber:		TX0025674 ptember 20, 2	023					
Average daily flow Average CBOD Average Total Susj Average Ammonia Average PH Average Dissolved Maximum Chlorine Minimum Chlorine Average E. coli Total Rainfall	Nitrogen Oxygen Residual		June, 2023 328,567 2.10 3.34 1.43 7.25 8.15 3.82 1.12 5.10 3.90"	Permitted PH Permitted Dis Permitted Ch	OD S.S. Imonia Nitroge Isolved Oxyge Iorine Maximu Iorine Minimur	n (Min.) m	600,000 10 15 3 6.00 - 9.00 6.0 4.0 1.0 63.0	Measured by: gal.per day mg/l mg/l STD UNIT mg/l mg/l mpn/100 ml	

Total gallons of Reuse for the month of June - 4.271 MG

#### Notes:

Number of customers used 30k - 50k gal.	30
Number of customers used an excess of 50k gal.	9
Number of customers used an excess of 100k gal.	2





## Lawn Maintenance Contract

This landscaping agreement (the "Agreement") is made by and between All Seasons Lawn Maintenance (hereinafter referred to as the "Landscaper") and River Plantation Municipal Utility District (hereinafter referred to as the "District", and together with Landscaper, the "Parties," and each a "Party"), for the provision of the landscaping services within the entirety of the District's property described in Exhibit A attached hereto and such other areas as described herein (the "Service Area").

1. <u>Scope of Services</u>

#### Initial Lawn Maintenance: \$2,950.00

Mow, Edge, Weed Eating, blow and trash pick-up for: cut entirety of Service Area *front of the office (main office) Raleigh St (behind house, cut to line trees) Tara Dr (near water tank)* end of Ravensworth Dr outside swimming pool area clean up flower beds by pool area around monument sign near pool water plant #1 behind red building water plant #2 RP Dr water plant #3 Mosswood Dr weed eat around all trees within Service Area (once a month) trim around pond twice a year (as much we can reach to bottom) Tara St. cut by water pump behind the house cut inside district water plants (3 total) cut inside treatment plant next to office once a month

#### Bi-weekly Lawn Maintenance: \$2,650.00 \* per service

Mow, Edge, Weed Eating, blow and trash pick-up for: cut **entirety of area described in Exhibit A** front of the office (main office) Raleigh St (behind house, cut to line trees) Tara Dr (near water tank) end of Ravensworth Dr outside swimming pool area clean up flower beds by pool area around monument sign near pool water plant #1 behind red building water plant #2 RP Dr water plant #3 Mosswood Dr weed eat around all trees within Service Area (once a month) trim around pond twice a year (as much we can reach to bottom) Tara St. cut by water pump behind the house cut inside District water plants ( 3 total ) cut inside treatment plant next to office once a month

#### Initial Lawn Maintenance : \$375.00

Lawn Service around 3/4 of acre Mow, Edge, Weed Eater, Blow, and trash pick-up. (Location Twin Stonewall Jackson Ct and Orleans Park)

#### **Once a Month Lawn Maintenance: \$150.00**

Lawn Service around 3/4 of acre Mow, Edge, Weed Eater, Blow, and trash pick-up. (Location Twin Stonewall Jackson Ct and Orleans Park)

#### Lawn Maintenance: Every 3 months \$75.00 \* per service

Lawn Services on small ditch or drain every 3 months Mow, Edge, Weed Eater, Blow, and trash pick-up. (Location Williamsburg Park and Jubal Early Ln) (Braxton Bragg Ln and Florida Park Ln) (Sewanee Park and Jubal Early Ln)

#### 2. <u>Term</u>:

This agreement shall be effective August 23, 2023 and shall continue for 1 calendar year, with automatic renewal unless or until terminated by a Party according to Section 4, (the "Term").

3. Payment Terms:

The District will receive a landscaping invoice at the end of the month and a receipt of payment shall be due within thirty (30) business days from the date of landscape invoice. The District is tax exempt.

#### 4. Termination and Default:

4(a). Either party may terminate this Agreement without cause with at least 30 days' written notice. In the event of early termination by the District, the Landscaper shall be entitled to receive payment for all services rendered at the time of termination. In the event of early termination by the Landscaper due to the District's breach of any terms of this Agreement, the District shall be liable for amounts due to the Landscaper at the time of termination.

4(b). In the event that Landscaper fails to perform the services as set forth in this Agreement, the District shall give written notice of said failure and Landscaper shall have 5 working days to correct said failure without additional cost to the District. The District shall not be responsible for payment for any services which were not performed.

#### 5. Liability, Insurance, and Indemnity:

5(a). Landscaper agrees to assume liability and responsibility for (i) any damage due to operation of equipment in performance of this Agreement (ii) any damage to plant material due to improper horticultural practices, and (iii) any injury to non-target organisms with regard to the application of pesticides, if used.

5(b). Landscaper shall comply with all federal, state, and local laws.

5(c). Upon execution of this Agreement, Landscaper shall furnish to the District certificates of insurance evidencing the following insurance coverage, such coverage to be maintained throughout the Term of this Agreement with District as an additional insured:

- (i) Landscaper shall comply with all requirements of the laws of the State of Texas with respect to workers' compensation insurance;
- (ii) Landscaper shall maintain employer's liability insurance limitations in the minimum amount of \$500,000;
- (iii) Landscaper shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury & property damage and \$50,000 for damage to rented premises;
- (iv) Landscaper shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000; and
- (v) Landscaper shall maintain excess liability insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.

5(d). Landscaper shall provide 30 days written notice to the District prior to cancellation or material change of an insurance policy or policies.

5(e). UNLESS OTHERWISE PRESCRIBED PURSUANT TO THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW. LANDSCAPER SHALL INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, CONSULTANTS, EMPLOYEES AND AGENTS AND THEIR SUCCESSORS AND ASSIGNS FROM EVERY ACTUAL LOSS, DAMAGE, INJURY. COST. EXPENSE. JUDGMENT OR LIABILITY SUSTAINED OR INCURRED BY THE DISTRICT OF EVERY KIND OR CHARACTER WHATSOEVER, IN CONTRACT, TORT, OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES, FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS RESULTING FROM LANDSCAPER'S PERFORMANCE OF OR ATTEMPT TO PERFORM THE WORK TO BE PERFORMED UNDER THIS CONTRACT. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT RUNNING IN FAVOR OF THE DISTRICT IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES SOUGHT WERE CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF LANDSCAPER OR ANYONE EMPLOYED BY IT, OR UNDER ITS DIRECTION OR CONTROL OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR OMISSION, LANDSCAPER SHALL FURTHER INDEMNIFY, HOLD HARMLESS AND DEFEND THE CLIENT AND ITS OFFICERS, DIRECTORS, CONSULTANTS, EMPLOYEES OR AGENTS AND THEIR SUCCESSORS OR ASSIGNS, FROM AND AGAINST ANY LIABILITY FOR LOSS OF OR DAMAGE OF ANY KIND TO THE MATERIALS AND PROPERTY OF ANY AGENT OR SUBCONTRACTOR USED IN THE PERFORMANCE OF THE WORK, INCLUDING TOOLS, MACHINERY, OR EOUIPMENT OF ANY KIND. THE PROVISIONS OF THIS INDEMNITY ARE INTENDED BY THE PARTIES TO APPLY EVEN IS SUCH PROVISIONS HAVE THE EFFECT OF EXCULPATING THE DISTRICT FROM LEGAL RESPONSIBILITY FOR THE CONSEQUENCES OF ITS NEGLIGENCE, FAULT OR OTHER CONDUCT.

#### 6. <u>No Waiver</u>:

The District and Landscaper recognize that no waiver(s) of any breach or default by a Party hereto of any term, covenant or condition or liability hereunder nor of performance by the other Party of any duty or obligation hereunder will be deemed a waiver thereof in the future.

The District and Landscaper further agree and recognize that the District is a political subdivision of the State of Texas and neither this Agreement nor any provision included herein shall constitute a waiver of governmental immunity.

#### 7. Modification:

This Agreement may not be modified in any manner except in writing, signed by both Parties.

#### 8. <u>Governing Law</u>:

This Agreement shall be constructed under, construed in accordance with, and governed in accordance with the laws of the State of Texas and shall be enforceable in Montgomery County, Texas. All obligations of the parties created hereunder are performable in the State of Texas. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations, and laws which may be applicable of the United States, the State of Texas, or any other regulatory agency having jurisdiction, including the District.

#### 9. Supersedure and Severability:

9(a). This Agreement supersedes any and all previous agreements between the Parties, oral or written, and contains all of the covenants and agreements between the Parties, each with respect to the subject matter hereof.

9(b). The provisions of this Agreement are severable, and if any provision of this Agreement or the application thereof to any circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision of this Agreement to other circumstances shall not be affected hereby.

#### 10. No Third-Party Beneficiaries:

This Agreement is for the sole and exclusive benefit of the District and Landscaper and shall not be construed to confer any benefit upon any other Party.

#### 11. Compliance with Texas Government Code.

11(a). Landscaper, in conjunction with the execution of this agreement and in accordance with Chapter 2270, Texas Government Code, effective September 1, 2017, does hereby agree, confirm and verify that it does not and will not boycott Israel during the term of the Agreement.

11(b). Landscaper, in conjunction with the execution of this agreement and in accordance with Chapter 2274, Texas Government Code, effective September 1, 2021, does hereby

agree, confirm and verify that it does not and will not boycott Energy Companies during the term of the Agreement.

11(c). Landscaper, in conjunction with the execution of this agreement and in accordance with Chapter 2274, Texas Government Code, effective September 1, 2021, does hereby agree, confirm and verify that it does not and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the Agreement.

11(d). Landscaper represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended solely for purposes of compliance with Chapter 2252 of the Texas Government Code and except to the extent otherwise required by applicable federal law neither Landscaper any nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landscaper (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

11(e). With respect to this Agreement, Landscaper warrants that all disclosure filings and acknowledgements required by Section 2252.908 of the Government Code and the rules of the Texas Ethics Commission related to said provisions have been made.

#### 12. <u>Notice</u>:

Any notice provided in accordance with this Agreement shall be made to the addresses below. Either Party may change its address for notice under this Agreement with 15 days' prior notice to the other Party.

If to District:

River Plantation Municipal Utility District c/o J. Davis Bonham, Jr. 2727 Allen Parkway, Suite 1100 Houston, TX 77019 dbonham@smithmur.com

If to Landscaper:

All Seasons Lawn Maintenance PO Box 671345 Houston, TX 77267 info@allseasonslawnservices.com

Julie Gilmer, President River Plantation Municipal Utility District Date

Cindy Cabrera, Agent All Seasons Lawn Maintenance Date

Exhibit A

T NVEN LANTATI N NTY LENK FILE M NI I AL TILITY I TVI T A VE VE NEV M NT MEVY M. . .F. N . A E 1 F THE HANNI NTY MA VE  $\times$  M. M. VITH AI 14. 7 A VE TVA T EIN M VE ANTI LAVLY E VI E Y METE AN N A F LL W WITH ALL EAVIN A E N THE TEXA TATE LANE VINATE Y TEM TH ENT AL Z NE NA EINNIN AT A A E 1/ IN HINN N TAME TN TEHFN AT THE INTENE TIN F THE N THENLY I HT- F-WAY N. W. LINE F IVEN LANTATI N VE WITH VILME A E 1 M. M. V. AN THE WETELLY V. W. LINE F VAXT N VA LANE WITH VILME A E 1 M. M. V. MANKIN A THEA TELLY VNEV F AI 14. 7 A VETVAT AN THE HEVEIN E VIE THEN E AL N AI N THELY ... W. LINE F IVEN LANTATIN IVE THE FLLWINTH\EE \EANITANE: THE. MIN. E.WETAITANEF.17 FEETTAAE 1/ IN H IN N TAME THE F N MANKIN A INT F WITH A VE T THE LEFT HAVIN A A I F . FEET A ENTVAL AN LE F 44 E . MIN. 4 E . AN A LEN TH F 1 . FEET AN A H & EA IN AN I TAN E F TH 4 E . MIN. 4 E . WE T -1 .71 FEET T A A E 1/ IN H I  $\times$  N  $\times$  TAM E T  $\times$  TE H F N MA  $\times$  KIN A INT F TAN EN Y TH 4 E. MIN. E. WETA I TAN E F 1 . 1 FEET T A A E 1/ IN H IN N TAM E TH TE H F N MANKIN THE MM N THEA TELLY NEX F AI 14. 7 A E TA T AN L T 1 4 F AI NVEX LANTATI N E TI N NE $\cdot$ THEN E N TH 47 E . 1 MIN. E . WE T AL N THE MM N LINE F AI 14. 7 A T T A T AN AI L T 1 4 A I TAN E F 1 4. FEET T A A E 1/ IN H IX N X TAM E TVI TE H F N MAXKIN THE MM N VNEX F AI 14. 7 A XE TVA T AI L T 1 4 AN L T 1 F AI VVEX LANTATI N THEN E N TH 1 E . 1 MIN. E . WE T AL N THE MM N LINE F AI 14. 7 A T AT AI L T 1 AN L T 1 F AI TVET LANTATI N E TI N NE A I TAN E F . FEET T A A E 1/ IN H IT N T TAM E TVI TE H F N MANKIN THE MM N NEN F AI 14. 7 A E TNA T AI L T 1 AN L T 1 7 F AI NVEN LANTATI N E TI N NE THENE THE. MIN. E. WETALN THE MM N LINE FAI 14. 7 A ETVAT AILT 1 7 ANLT 1 FAI VEV LANTATIN ETIN NEA ITANE F. FEETTA / INHINN, FN

ETIN NE A ITAN E F MĀ KIN THE MM N NEV FAI 14. 7 A ETATAN AI LT1 THENE THE . 1 MIN. E. EATALN THE MM N LINE FAI 14. 7 A ETVAT ALLT 1 AN LT 1 FAI VVEV LANTATIN E TI N NE A I TAN E F 1.44 FEET T A A E 1/ IN H IN N TAM E TI TE H F N N AI N THEVLY N. W. LINE F JVEN LANTATI N JVE MANKIN THE MM N THEVLY NEN F AI 14. 7 A SE TO A T AN THEN E AL N AI N STHESLY S. .W. LINE F SIVES LANTATI N SIVE THE FLLWINIX NEANITANE: E. MIN. E.WETAITANEF7.FEETTA  $A = E_1 / IN H I \setminus N \setminus TAME T \setminus TEHFN MA KIN A INT F$ WITH A VE T THE I HT HAVIN A A I F 7. FEET A ENTVAL AN LE F 4 E . MIN. E . AN AV LEN TH F 11 . FEET AN A H V EAVIN AN I TAN E F N VTH 1 E . MIN. 1 E . WE T -FEET T A A E / IN H IN N N TAM E WIN N E ET

N THE. MIN. 1 E. WETAITANEF4. FEETTA A E 1/ IN H IX N X TAM E TVI TE H F N MAXKIN A INT F WITH A VE T THE I HT HAVIN A A I F 7. FEET A ENT AL AN LE F 1 E. MIN. E. AN AN LEN TH F . FEET AN A H N EANIN AN I TAN E F N NTH E. MIN. 4 E. WE T -FEET T A A E / IN H IN N N TAM E WIN N E ET MANKIN A INT F TAN EN Ý N THE. MIN. 1 E. WETALTANEF. 1 FEETTA  $A \stackrel{}{=} \sum IN H I \times N \times TAM E WIN \times E ET MA KIN A INT F$ VE T THE LEFT HAVIN A \A I F 1 .1 FEET A ENT\A AN LE F 41 E . MIN. 1 E . AN A LEN TH F 114. 4 FEET AN A H & EAVIN AN I TAN E F N TH 71 E . 14 MIN. E . WE T -TAM E WIN X E ∖I A IFI

THEN E N TH E. 1 MIN. 7 E. WE T AL N THE MM N LINE F AI 14. 7 A E T A T AN AI MI I A IFI AIL A A I TAN E F 4. 7 FET T A A E / IN H IN N TAME WIN A A FLAM E F 4. / FEET T A A E / IN H IN N TAM E WIN N E ET MANKIN THE MM N THWE TENLY NEN F AI 14. 7 A NET A T AN A ALLE 1.4 A NE TNA T F LAN NVEYE T THE TATE F TEXA A NE NE N EN M. . .F. N . 14.1 F N THE N THWE TENLY NEN F AI 14. 7 A NE TNA T AN THE HENEIN E N E TNA T THENEN THE. 4 MIN. E. EATALN THE MM N LINEF AI 14.7 A ETAT AI 1.4 A ETATAN A ALLE A ETATF LAN E I E IN EE E E NEXM...F.N.47 A I TANEF . FEETTAAE/INHIXNX TAME WINXE ET N THE MM N LINEF AI 14.7 A ETATANLT14 FAI VIVEX LANTATIN ETINNE THEN E TH E. 1 MIN. E. EA T AL N THE MM N LINE F AI 14. 7 A  $\$  T A T AN AI L T 14 A I TAN E F 1 4.4 FEET T A IN H I  $\$  N I E F N MA  $\$  KIN AN AN LE INT $\$ THEN E TH E. 4 MIN. E. EA T AL N THE MM N LINE F AI 14. 7 A LETLAT LT 1 F AI LIVEL LANTATI N E TI N NE AN LT 1 F AI LIVEL LANTATI N E TI N NE A I TAN E F 7. FEET T A N LETEM N MENT F N MALKIN THE MM N NELL F AI 14. 7 A LE TLAT AI LT 1 AN LT F AI LIVEL LANTATI N E TI N NE TH 7 E. 7 MIN. 4 E. EA TALN THE MM N LINE FAI 14. 7 A LET AT AN AI LT A I TAN E F 1 . FEET T A 1/ IN H ILN N F N MALKIN THE MM N NEL F AI 14. 7 A LETLA T AI LT AN LT F AI LIVEL LANTATI N E TI N NE THE. MIN. 4 E. EA TAL N THE MM N LINE FAI 14. 7 A E T A T AN ALL T A I TAN E F 1 . FEET T A / IN I N N F N MA KIN THE MM N NEX F AL 14. 7 A LE T A T AL A / IN H LT AN LT7 FAI VEN LANTATINETIN NE THENEN TH7E.1 MIN. E.EATALN THE MMNLINEFAI 14. 7 A E T A T AN ALL T 7 A L TAN E F 1 . FEET T A 1/ IN H IN N F N MANKIN THE MM N NEX F AL 14. 7 A E T A T ALL T 7 AN L T 4 F AL NVEX LANTATI N E TL N NE<sup>T</sup> THEN E TH E. 17 MIN. E. EA T AL N THE MM N LINE F AI 14. 7 A  $\$  E T A T AI L T 4 L T F AI  $\$  IVE  $\$  LANTATI N E TI N NE AN L T F AI  $\$  IVE  $\$  LANTATI N E TI N NE A I TAN E F 44. 1 FEET T A A E / IN H IN N TAM E WIN E ET MANKIN THE MM N NEX F AI 14. 7 A E TNA TAN AI L T  $\cdot$ THEN E N TH 7 E . MIN. 44 E . EA T AL N THE MM N LINE F AI 14. 7 A  $\times$  T  $\times$  A I L T AN L T 1 F AI VEN LANTATI N E TI N NEAITANEF1. FEETTAAE / INHINN TAME WIN  $\land$  E ET N AI WE TENLY  $\land$  .W. LINE F (AXT N )A LANE MANKIN THE MM N EA TENLY (NEX F AI 14. 7 A VE TVA T AN AI L T 1 F THE N (THEA TENLY (NEX F THE HEVEIN E VI E TVA T THEN E AL N AI WE TENLY N. W. LINE F NAXT N NA LANE WITH A N N-TAN ENT NYE T THE NI HT HAVIN A NA I F 4 . FEET A ENTNAL AN LE F E . 4 MIN. E . AN AN LEN TH F 1 .44 FEET AN A H N EANN AN ITAN E F TH 1 E . 1 MIN. 7 E . EA T - 1 .1 FEET T A A E 1/ IN H IN N N TAME TN TEHFN MANKIN A INT F THEN E TH E. MIN. 1 E. EA T NTIN IN AL N AI WE TE LY ...W. LINE F AXT N A LANE A I TAN E F . FEET T THE INT F E INNIN AN NTAININ 14. 7 A E & 4 . A EFEET F LAN A H WN N N. 7 . E A E Y WIN & E.

T NVEN LANTATI N Y NTY LENK FILE M NI I AL TILITY I TVI T A VE V E N EV M NT MEVY M. . .F. N . 111 EIN ALL F A ALLE 1 . 4 A VE TVA T F LAN E VIE IN M. . .F. N . 14711 AL EIN T F VE VE F VIVEX LANTATI N E TI N NE MA V LAT THEVE F VE VE N EV V L ME M. . .F. N . A E 1 F THE HANN NTY MA NE N. M. M. N. WITH AI 1. A VE TA T EIN M VE ANTI LANLY E N E Y METE AN N A F LL W WITH ALL EANN A E N THE TEXA TATE LANE NATE Y TEM TH ENT AL Z NE NA : EINNIN AT A A E 1/ IN HINN N TAME TVI TEHF N AT THE INTENETINE THE THENLY IN HT- F-WAY N. W. LINE F VEN LANTATIN WITH V L ME A E 1 M. .M. .. AN THE WE TE LY ... .W. LINE TA A A K WI TH V L ME A E 1 M. .M. .. MA KIN THE N THEA TE LY NE F AI 1 . 4 A SET A T AN THE HESEIN E SIE T A T MIN. 1 E. EA T AL N AI WE TENLY N. .W. LINE F TA A A K A I TAN E F . FEET T A 1/ IN H IN N F N MANKIN THE MM N EA TENLY NEN F AI 1.4 A NETNA T AN L 1 F AI NVEN LANTATI N E TI N NE F NA THEA TENLY NEN AI 1.4 A NETNA T AN THE HENEIN E NIE TNA T THENE THE. MIN. 1 E. WETALN THE MM N LINEFAI 1.4 A VETVAT AILT 1 AN LT 1 FAI VVEV LANTATIN E TI N NE A I TAN E F 1 4. FEET T A / IN H IN N N F N MANKIN AN AN LE INT THEN E TH 4 E. MIN. 11 E. WE TAL N THE MM N LINE FAI 1.4 A ETATAN AI LT1 A ITAN E F17. FEETTA 1/ IN HINNN FN MANKIN THE MM NNEN FAI1.4 A ETAT AI LT1 AN LT11 FAINVEN LANTATINETIN NE' THEN E TH E. MIN. 4 E. WE T AL N THE MM N LINE F 1 , 4 A  $\$  T A T AN AI L T 1 1 A I TAN E F 14 .7 FEET T A A 

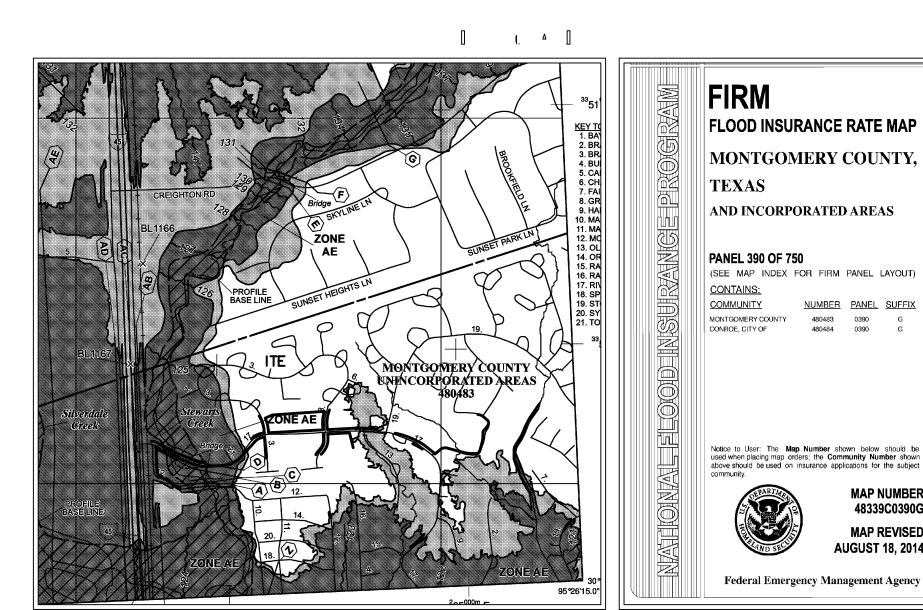
A TAT A ALEL NTAININ 1 . IT ATE IN THE . TEWAAT AV

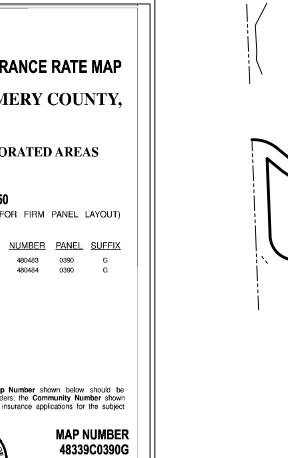
TEXA EIN A

THEN E TH 4 E 41 MIN. E WE T AL N THE MM N LINE F A 1 4 A E T A T AN AI 44 A E T A T A I TAN E F 1. FEET A 1/ IN H IN N N F N N THE N NTHENLY N. .W. LINE F M W WI TH A INET HEET 4 M. M. V. MAKKIN THE MM N. THWE TEXLY NEX F AI 1.4 A XE TXA T AN AI .4 4 A XE TXA T THEN E AL N THE N THE LY AN EA TELLY S. W. LINE F AI M W VE THEFLL WIN NINE VE AN I TANE:

- TH E. MIN. E. WETA I TAN EF 11.7 FEET TA A E 1/ IN H I\N \ TAM E T\I TE HFN MA\KIN AN AN LE INT' E. 11 MIN. 1 E. WETA I TAN E F. 1. FEETTA A E / IN H IN N TAM E WIN N E ET MANKIN A INT F 1 . 1 FEET T A A E 1/ IN H IN N N ILLE I LE F N MANKIN A INT F TAN EN Y TH 7 E . 4 MIN. E . WE T A I TAN E F . 4 FEET T A 1/ IN H I  $\smallsetminus$  N  $\checkmark$  F  $\land$  MA $\land$ KIN A INT F  $\land$ VAT  $\backslash$ E' WITH A VE T THE VEHT HAVIN A VALE F.1. FEET A ENTVAL AN LE F.4 E. MIN. E. AN AV LEN TH F. FEET AN A H V EAVIN AN I TAN E F.N. VTH E.4 MIN. 7 E.WE T -. 7 FEET T A 1/ IN H IN N N F N MANKIN A INT F TAN EN Y N TH 4 E . 7 MIN. 7 E . WE T A I TAN E F . FEET T A 1/1 IN H I N X F N MAXKIN A INT F VAT VE WITH A VE T THE LEFT HAVIN A A I F 4.11 FEET A ENTAL AN LE F E 4 MIN. E AN A LEN TH F 1 FEET AN A H  $\times$  EA IN AN I TAN E F N TH E 1 MIN. 7 E WE T -14. FEETTA1/INHIXNX FNMAKKINA INTFXEVEXE WITH A VE T THE VEHT HAVIN A VALUE F 1 . FEET A ENTVAL AN LE F 74 E . MIN. E . AN AV LEN TH F 1 . 1 FEET AN A H V EAVIN AN LITAN E F N YTH E . 14 MIN. 7 E . WE T -1 . FEET T A 1/ IN H IX N X F N MAXKIN A INT F TAN EN Y N THE. 1 MIN. 7 E. WETAITANEF. A E / IN H IN N TAM E WIN S E ET AT THE INTESET IN F AI EA TESLY S. W. LINE F AI M W SIVE AN AI THESLY S. W. LINE F SIVES LANTATI N SIVE MASKIN THE N STHWE TESLY SNES F AI 1.4 A SETSA T AN THE HESEIN E SI E TSA T
- THEN E AL N AI THENLY N. .W. LINE F NIVEN LANTATI N NIVE THE FLLWINTEN1 🔨 EANITANE: WITH A N N-TAN ENT VE T THE VI HT HAVIN A VA I F .1 FEET A ENTVAL AN LE F E . MIN. 4 E . AN AV LEN TH F . FEET AN A H V EAVIN AN I TAN E F TH E .1 MIN. 7 E . EAT - . FEET T A A E / IN H IN N TAM E WIN N E ET MANKIN A INT F TAN EN Y TH E. MIN. 1 E. EATA ITAN E F. 1 FEET TA A E / IN H I  $\times$  N  $\times$  TAM E WIN  $\times$  E ET MA  $\times$ KIN A INT F  $\times$ VAT  $\times$ E. WITH A VE T THE LEFT HAVIN A A I F . FEET A ENTVAL AN LE F 1 E . MIN. E . AN A LEN TH F 1 .7 FEET AN A H  $\times$  EA IN AN I TAN E F TH E . MIN. 4 E . EA T -1.7 FEET TAAE MANKIN A INT F TAN EN Y A E / IN H IX N X TAM E WIN X E ET MAXKIN A INT F MIN. 1 E. EATAITANE F4. FEETTA WITH A VE T THE LEFT HAVIN A A I F . FEET A ENTAL AN LE F 4 E . MIN. E . AN AN LEN TH F 14 . 7 FEET AN A H N EANN AN I TAN E F TH 1 E . MIN. 1 E . EA T -1 . FEET T A MA NAIL IN A HALT ET MANKIN A INT F TAN EN Y N TH E. MIN. E. EA T A I TAN E F 1. 7 FEET T A MA NAIL IN A HALT ET MA KIN A INT F VAT SE WITH A VE T THE LEFT HAVIN A A I F . FEET A ENTAL AN LE F 44 E . MIN. E . AN A LEN TH F .4 FEET AN A H & EA IN AN I TAN E F N TH 4 E . MIN. E . EA T -
- N TH 4 E. MIN. E.EATAITANEF A E / IN H IN N N TAM E WIN N E ET MANKIN A INT F VAT NE' WITH A VE T THE I HT HAVIN A A I F 1 . FEET A ENTVAL AN LE F 44 E . MIN. 4 E . AN AV LEN TH F 14 .7 FEET AN A H V EAVIN AN I TAN E F N VTH 4 E . MIN. 4 E . EA T -144. 4 FEET T A A E MANKIN A INT F TAN EN Y

47. 4 FEET T A MA NAIL IN A HALT ET MA KIN A INT F TAN EN Y





MAP REVISED

AUGUST 18, 2014

A T A T A EL NTAININ 4.77 A E 1 A FEET F LAN IT ATE IN THE TEWANT VEY A T A T N .47 M NT MENY NTY TEXA EIN A TI N F A T A T F LAN NVEYE T NVEN LANTATI N M NI I AL TILITY I T I T A E E N EN M NT MENY NTY LENK FILE 111 EIN ALL FA ALLE 4.77A \ET\ATFLAN E VIE IN M. . .F. N . 14711 AL EIN T F E E VE F VIE LANTATI N E TI N NE MA  $\sim$  LAT THELE F  ${\scriptstyle \sc E}$   $\sim$  E  $\sim$  N E  $\scriptstyle \sc V$  L ME A E 1 F THE HANNI NTY MA LE L. M. M. MITH AI 4. 77 A LE TAT EIN M LE ANTI LALLY E LE Y METE AN N A F LL W WITH ALL EANN A E N THE TEXA TATE LANE INATE Y TEM, TH ENT AL Z NE NA

E INNIN AT A 1/ IN H INN ROD FOUND AT THE INTERSECTION OF THE LANE

M. . .F. N .

E VIE TVA T

VIVEN LANTATI N E TI N NE A DISTANCE OF 713.76 FEET TO A CAPPED 5/8 E IE TAT

A A E 1/ IN H IN N STAMPED "TRI TECH" FOUND MARKING A POINT OF TAN EN Y

H WN N N. 7 LEALED BY WINDROSE.

M. . .F. N .

N THE LY I HT- F-WAY . . . W. LINE OF RIVER PLANTATION DRIVE (60' WIDTH, V L ME A E 1 M. M. N. AN THE EASTERLY R.O.W. LINE OF BRAXTON BRAGG ANE WI TH V L ME A E 51, M.C.M.R.) MARKING THE SOUTHWESTERLY NE F AI 4. 7 7 A E T A T AND THE HEREIN DESCRIBED TRACT; THEN E N TH E . MIN. 15 SEC. WEST ALONG SAID EASTERLY R.O.W. LINE F AXT N A LANE A I TANCE OF 30.00 FEET TO A 5/8 INCH IRON ROD F N MA KIN A INT F VATURE;

THEN E NTIN IN AL N AI EASTERLY R.O.W. LINE OF BRAXTON BRAGG LANE, WITH A VE T THE LEFT HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE F E. MIN. 1 E. AN ARC LENGTH OF 175.21 FEET, AND A CHORD EA VIN AN I TAN E F N VTH 14 DEG. 09 MIN. 53 SEC. WEST, - 174.28 FEET T A A E / IN H IN N STAMPED "WINDROSE" SET MARKING THE COMMON WE TENLY NEN F AI 4. 7 7 ACRE TRACT AND LOT 157 OF SAID RIVER LANTATI N E TI N NE F THE NORTHWESTERLY CORNER OF THE HEREIN THEN E N TH E . 1 MIN. 4 SEC. EAST ALONG THE COMMON LINE OF SAID 4. 7 7 A LE T A T AN AI L T 157, A DISTANCE OF 107.65 FEET TO A CAPPED

/ IN H I  $\land$  N  $\land$  TAM E WINDROSE" SET MARKING THE COMMON CORNER OF AI 4. 7 7 A  $\land$  E T  $\land$  A T AI L T 157 AND LOT 128 OF SAID RIVER PLANTATION THEN E N TH E . MIN. 4 SEC. EAST ALONG THE COMMON LINE OF SAID 4. 7 7 A LE T A T AI L T 1 , LOTS 123 THROUGH 127 AND LOT 98 OF SAID

IN H IN N TAM E WIN E" SET ON THE WESTERLY R.O.W. LINE OF SAID AXT N A LANE MANKIN THE COMMON EASTERLY CORNER OF SAID 4.2767 A E TA T AN AI L T FOR THE NORTHEASTERLY CORNER OF THE HEREIN THEN E AL N AI WE TEXLY O.W. LINE OF BRAXTON BRAGG LANE, WITH A N N-TAN ENT VE T THE LEFT HAVING A RADIUS OF 540.00 FEET, A CENTRAL AN LE F 1 E . MIN. 7 E . AN ARC LENGTH OF 198.88 FEET, AND A CHORD EA IN AN I TAN E F TH 06 DEG. 40 MIN. 11 SEC. WEST, - 197.76 FEET

THEN E TH E. MIN. 3 SEC. EAST CONTINUING ALONG SAID WESTERLY  $\hdots ...W.$  LINE F (AXT N) (A) LANE, A DISTANCE OF 56.49 FEET TO A CAPPED 1/ IN H I (N) (A) TAM E T) TECH" FOUND AT THE INTERSECTION OF SAID WE TE(LY) (...W. LINE F (AXT N) BRAGG LANE AND SAID NORTHERLY R.O.W. LINE F (IVE) LANTATI N) (IVE MA(KING THE SOUTHEASTERLY CORNER OF SAID 4.2767 A) (E) TA T AN THE HE(EIN E) (IBED TRACT;

THEN E TH E. MIN. SEC. WEST ALONG SAID NORTHERLY R.O.W. LINE F VEL LANTATI N VE A DISTANCE OF 747.49 FEET TO THE POINT OF E INNIN AN NTAININ 4. 77 ACRES OR 186,293 SQUARE FEET OF LAND, AS

# II TION TRACT 4

A E 1 F THE HAXI NTY MAP RECORDS (M.C.M.R.), WITH SAID 4.509 ACRE TXA T EIN M VE AXTI LAXLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL EAVIN A E N THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ENT AL Z NE NA :

4 🔨 E AN ITANE:

. 1 FEET T A A E 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MANKIN THE MM N EA TENLY CORNER OF SAID 4.5116 ACRE TRACT AND LOT 1 4 F AI NVEN LANTATI N SECTION ONE, FOR THE SOUTHEASTERLY CORNER F THE HENEIN E N E TRACT; **ΝΕ ΝΕΝΜ...F.Ν.** 

AI 4. 11 A LE TLA T AN AI 0.07 ACRE TRACT;

A TA TA CL NTAININ 4.509 ACRES OR 196,429 SQUARE FEET OF LAND IT ATE IN THE TEWAAT VEY, ABSTRACT NO. 476, MONTGOMERY COUNTY, TEXA EIN A TI N F A TACT OF LAND CONVEYED TO RIVER PLANTATION M NI LAL TILITY I TA TA PRODED UNDER MONTGOMERY COUNTY CLERKS FILE 111 EIN ALL OF A CALLED 4.5116 ACRE TRACT OF LAND E I E IN M. . .F. N . 14711, ALSO BEING OUT OF RESERVE "D" OF RIVER LANTATI N E TI N NE MA R PLAT THEREOF RECORDED UNDER VOLUME 6,

E INNIN AT 1/ IN H IN N FOUND AT THE INTERSECTION OF THE SOUTHERLY HT - F - WAY ... W. LINE F IVER PLANTATION DRIVE (60' WIDTH, VOLUME 6, A E 1 M. M. N. AN THE EA TERLY R.O.W. LINE OF TARA PARK (60' WIDTH, VOLUME AT THE AND THE MARK AND THE AN V L ME A E 1 M. .M. .. MARKING THE NORTHWESTERLY CORNER OF SAID 4. 11 A LE TLA T AN THE HELEIN DESCRIBED TRACT; THEN E N THE E. MIN. 2 SEC. EAST ALONG SAID SOUTHERLY R.O.W. LINE F VEN LANTATI N VE A I TANCE OF 747.45 FEET TO A CAPPED 1/2 INCH INN NILLE I LE F N AT THE INTERSECTION OF SAID SOUTHERLY R.O.W. LINE

F VEN LANTATI N VE AN THE WESTERLY R.O.W. LINE OF SHILOH PARK (60' WI TH V L ME A E 1 M. .N.R.) MARKING THE NORTHEASTERLY CORNER OF AI 4. 11 A LE TLA T AN THE HEREIN DESCRIBED TRACT; THEN E AL N AI WE TE LY . W. LINE OF SHILOH PARK, THE FOLLOWING FOUR MIN. SEC. EAST. A DISTANCE OF 62.71 FEET TO A A E 1/ IN H IN N N D (ILLEGIBLE) FOUND MARKING A POINT OF WITH A VE T THE I HT HAVING A RADIUS OF 190.00 FEET, A CENTRAL AN LE F 4 E . 1 MIN. SEC., AN ARC LENGTH OF 149.92 FEET, AND A H N EA IN AN I TAN E OF SOUTH 18 DEG. 43 MIN. 24 SEC. WEST, -14. FEET T A 1/ IN H INDN ROD FOUND MARKING A POINT OF TANGENCY; TH 41 E . 1 MIN. 4 EC. WEST, A DISTANCE OF 37.34 FEET TO A 1/2IN H I  $\times$  N  $\times$  F N MA $\times$ KIN A POINT OF CURVATURE; WITH A VE T THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL AN LE F 1 E . MIN. 47 SEC., AN ARC LENGTH OF 62.81 FEET, AND A H & EA IN AN I TAN E OF SOUTH 33 DEG. 30 MIN. 17 SEC. WEST, -

THEN E TH E. MIN. 12 SEC. WEST ALONG THE COMMON LINE OF SAID 4. 11 A  $\times$  T  $\wedge$  T AI L T 1 4 AND LOTS 159 THROUGH 163 OF SAID RIVER LANTATI N E TI N NE A I TANCE OF 528.88 FEET TO A 5/8 INCH IRON ROD F N MA\KIN THE MM N \NER OF SAID 4.5116 ACRE TRACT, SAID LOT 159, L T 1 F AI \IVE\ LANTATI N SECTION ONE AND A CALLED 0.07 ACRE TRACT F LAN\_NVEYE T\_ A\EY WALTER POARCH AND FRANCES B. POARCH AS

THEN E N \TH E . MIN. 1 SEC. WEST ALONG THE COMMON EASTERLY LINE F AI 4. 11 A \E T \A T AN SAID 0.07 ACRE TRACT, A DISTANCE OF 32.20 FEET T A / IN H IN N FOUND MARKING THE COMMON NORTHEASTERLY NEX F AI 4. 11 A VE TVA F AND SAID 0.07 ACRE TRACT; THEN E TH E. MIN. 1 SEC. WEST ALONG THE COMMON NORTHERLY LINE F AI 4. 11 A LE TLA T AN SAID 0.07 ACRE TRACT, A DISTANCE OF 97.63 FEET T A A E / IN H IRON ROD STAMPED "WINDROSE" SET ON SAID EA TELLY L. W. LINE F TALA ARK MARKING THE COMMON WESTERLY CORNER OF THEN E N TH E. MIN. 15 SEC. WEST ALONG SAID EASTERLY R.O.W. LINE F TA A A K A I TAN E F 253.41 FEET TO THE POINT OF BEGINNING AND NTAININ 4. A E 1 429 SQUARE FEET OF LAND, AS SHOWN ON JOB N. 7 LEALE Y WIN LE IT ATE IN THE TEWANT VEY A TATIN. 4. AND TATE IN THE TEWANT VEY A TATIN. 47 M NT MENY NTY TEXA EIN A TIN FATNAT FLAN NVEYE T NVEN LANTATIN M NI LAL TILITY LITY TA SECTOR FLAN NVEYE T NVEN M NI I AL TILITY I TVI T A VE V E N EV M NT MEVY FIAN M. . .F. N . T F LE LVE E F LIVEL A E 1 F THE HAXVI NTY MA VE V M. M.V. WITH AI 4. A VE TVA T EIN M VE AVTI LAVLY E VIE Y METE AN N A F LL W WITH ALL FAVIN A.F. N THE TEXA TATE LANE VINATE Y TEM, TH CENTRAL ZONE (NAD 83): BEGINNING AT A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF RIVER PLANTATION

I.[] [] I. ▲

DRIVE (60' WIDTH, VOLUME 6, PAGE 51, M.C.M.R.) AND THE EASTERLY R.O.W. LINE OF BRAXTON BRAGG LANE (60' WIDTH, VOLUME 6, PAGE 51, M.C.M.R.) MARKING THE SOUTHWESTERLY CORNER OF SAID 4.9978 ACRE TRACT AND THE HEREIN DESCRIBED THENCE, NORTH 03 DEG. 52 MIN. 53 SEC. WEST ALONG SAID EASTERLY R.O.W. LIN OF BRAXTON BRAGG LANE, A DISTANCE OF 57.40 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF CURVATURE; THENCE, CONTINUING ALONG SAID EASTERLY R.O.W. LINE OF BRAXTON BRAGG LAN WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 25 DEG. 46 MIN. 36 SEC., AN ARC LENGTH OF 215.95 FEET, AND A CHORE BEARING AND DISTANCE OF NORTH 09 DEG. 00 MIN. 25 SEC. EAST, - 214.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON WESTERLY CORNER OF SAID 4.9978 ACRE TRACT AND LOT 97 OF SAID RIVER PLANTATION SECTION ONE, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, NORTH 86 DEG. 22 MIN. 27 SEC. EAST ALONG THE COMMON LINE OF SAID 4.9978 ACRE TRACT, SAID LOT 97 AND LOTS 92 THROUGH 96 OF SAID RIVER PLANTATION SECTION ONE, A DISTANCE OF 673.68 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON CORNER OF SAID 4.9978 ACRE TRACT, SAID LOT 92, LOT 190 OF SAID RIVER PLANTATION SECTION ONE AND LOT 1, BLOCK 1 OF RIVER PLANTATION SECTION ELEVEN, MAP OR PLAT THEREOF RECORDED UNDER CABINET Z, SHEET 130, M.C.M.R.; THENCE, SOUTH 10 DEG. 13 MIN. 02 SEC. WEST ALONG THE COMMON WESTERLY LINE OF SAID 4.9978 ACRE TRACT AND SAID LOT 1, A DISTANCE OF 89.39 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "PRECISION" FOUND MARKING THE COMMON SOUTHWESTERLY CORNER OF SAID 4.9978 ACRE TRACT AND SAID LOT 1; THENCE, SOUTH 87 DEG. 29 MIN. 01 SEC. EAST ALONG THE COMMON SOUTHERLY LINE OF SAID 4.9978 ACRE TRACT AND SAID LOT 1, A DISTANCE OF 141.28 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WESTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE (60' WIDTH, VOLUME 6, PAGE 51, M.C.M.R.) MARKING THE COMMON EASTERLY CORNER OF SAID 4.9978 ACRE TRACT AND SAID

THENCE, SOUTH 10 DEG. 26 MIN. 09 SEC. WEST ALONG SAID WESTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE, A DISTANCE OF 242.98 FEET TO A MAG NAIL IN ASPHALT SET AT THE INTERSECTION OF SAID WESTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE AND SAID NORTHERLY R.O.W. LINE OF RIVER PLANTATION DRIVE MARKING THE SOUTHEASTERLY CORNER OF SAID 4.9978 ACRE TRACT AND THE HEREIN DESCRIBED TRACT. DESCRIBED TRACT; THENCE, ALONG SAID NORTHERLY R.O.W. LINE OF RIVER PLANTATION DRIVE, THE

FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 79 DEG. 12 MIN. 33 SEC. WEST, A DISTANCE OF 101.58 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF CURVATURE;

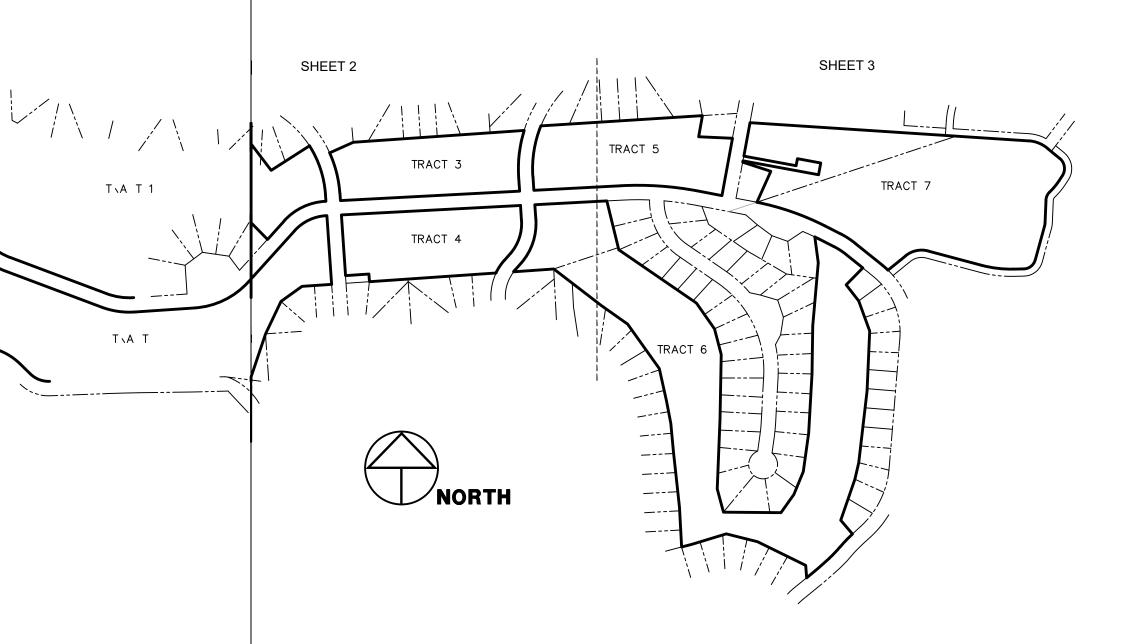
WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1,340.00 FEET, A CENTRAL ANGLE OF 13 DEG. 48 MIN. 25 SEC., AN ARC LENGTH OF 322.91 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEG. 06 MIN. 45 SEC. WEST, -322.13 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND ARKING A POINT OF TANGENCY; SOUTH 86 DEG. 59 MIN. 02 SEC. WEST, A DISTANCE OF 362.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.998 ACRES OR 217,712 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57955, PREPARED BY WINDROSE.

# **DESCRIPTION TRACT 6**

A TRACT OR PARCEL CONTAINING 16.275 ACRES OR 708,954 SQUARE FEET OF LAND SITUATED IN THE C. STEWART SURVEY, ABSTRACT NO. 476, MONTGOMERY COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED TO RIVER PLANTATION MUNICIPAL UTILITY DISTRICT AS RECORDED UNDER MONTGOMERY COUNTY CLERKS FILE (M.C.C.F.) NO. 2022033111, BEING ALL OF A CALLED 1.9351 ACRE TRACT OF LAND AND ALL OF A CALLED 14.3368 ACRE TRACT OF LAND DESCRIBED IN M.C.C.F. NO. 2008014711, ALSO BEING OUT OF RESERVE "F" OF RIVER PLANTATION SECTION ONE, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 6, PAGE 51 OF THE HARRIS COUNTY MAP RECORDS (M.C.M.R.), WITH SAID 16.275 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83): BEGINNING AT 1 INCH IRON PINCHED TOP PIPE FOUND ON THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF RIVER PLANTATION DRIVE (60' WIDTH, VOLUME 6, PAGE 51, M.C.M.R.) MARKING THE COMMON NORTHERLY CORNER OF SAID 1.9351 ACRE TRACT AND LOT 1 OF RIVER PLANTATION SECTION TWO, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 7, PAGE 409, M.C.M.R.; THENCE, SOUTH 13 DEG. 49 MIN. 31 SEC. EAST ALONG THE COMMON LINE OF SAID 1.9351 ACRE TRACT, SAID 14.3368 ACRE TRACT, SAID LOT 1 AND LOT 2 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 209.92 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 2 AND LOT 3 OF SAID RIVER PLANTATION SECTION TWO; THENCE, SOUTH 55 DEG. 32 MIN. 02 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 3 AND LOTS 4 THROUGH 7 OF SAID RIVER PLANTATION SECTION TWO. A DISTANCE OF 391.59 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT; THENCE, SOUTH 35 DEG. 03 MIN. 40 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 7 AND LOT 8 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 131.39 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 8 AND LOT 9 OF SAID DIVER DI ANTATION SECTION TWO. RIVER PLANTATION SECTION TWO; THENCE, SOUTH 14 DEG. 39 MIN. 39 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 9 AND LOT 10 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 110.47 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT; THENCE, SOUTH 01 DEG. 05 MIN. 05 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 10 AND LOTS 11 THROUGH 14 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 269.34 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT; THENCE, SOUTH 02 DEG. 18 MIN. 45 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 14 AND LOTS 15 THROUGH 17 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 290.61 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT; THENCE, SOUTH 15 DEG. 01 MIN. 32 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT AND SAID LOT 17, A DISTANCE OF 100.57 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 17 AND LOT 18 OF SAID RIVER PLANTATION SECTION TWO: THENCE, SOUTH 89 DEG. 32 MIN. 49 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 18 AND LOT 19 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 239.58 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING AN ANGLE POINT; THENCE, NORTH 35 DEG. 27 MIN. 32 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT AND SAID LOT 19, A DISTANCE OF 92.75 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TPS" FOUND MARKING AN ANGLE POINT;

THENCE, NORTH 22 DEG. 25 MIN. 24 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 19 AND LOT 20 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 102.96 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING AN ANGLE POINT; THENCE, NORTH 07 DEG. 57 MIN. 52 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 20, LOT 21 OF SAID RIVER PLANTATION SECTION TWO AND LOT 22 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 162.02 FEET TO A 3/8 INCH IRON ROD FOUND MARKING AN ANGLE POINT: THENCE, NORTH 03 DEG. 10 MIN. 50 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 22, LOT 23 OF SAID RIVER PLANTATION SECTION TWO AND LOT 24 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 246.89 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 24 AND LOT 25 OF SAID RIVER PLANTATION SECTION TWO; THENCE, NORTH 00 DEG. 56 MIN. 35 SEC. EAST ALONG THE COMMON LINE OF SAIL 14.3368 ACRE TRACT, SAID LOT 25, LOT 26 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 200.31 FEE TO A 5/8 INCH IRON ROD FOUND MARKING AN ANGLE POINT: THENCE, NORTH 04 DEG. 57 MIN. 15 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 27, LOT 28 OF SAID RIVER PLANTATION SECTION TWO AND LOT 39 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 264.03 FEET

TO A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT;



I.[ [ I. ▲ ' THEN E N TH 7 E. MIN. 4 E. WE T AL N THE MM N LINE F A 14. A T A T AN AL L T A I TAN E F 1. FEET T A A E IN HINN N TAME WINN E ET NITHE THWE TENLY N. .W. LINE F VEX LANTATIN VE WITH VLME7 A E 4 M. M.X. MAXKIN THE MM N N THELY NEX F AI 14. A SE TAA T AN AI L T F VA N THELY NEX F THE HESEIN E VIE TAA T THEN E AL N AI THWE TENLY N. .W. LINE FINITEN LANTATION VIVE THE FLLWINF 🗙 4 🛝 EANITANE: WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 00 DEG. 57 MIN. 38 SEC., AN ARC LENGTH OF 17.44 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 63 DEG. 28 MIN. 14 SEC. EAST, - 17.44 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF TANGENCY; SOUTH 62 DEG. 59 MIN. 25 SEC. EAST, A DISTANCE OF 71.61 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 11 DEG. 50 MIN. 12 SEC., AN ARC LENGTH OF 61.98 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 57 DEG. 04 MIN. 19 SEC. EAST, — 61.87 FEET TO A CAPPED 1/2 INCH IRON ROD (ILLEGIBLE) FOUND MARKING A POINT OF TANGENCY; SOUTH 51 DEG. 09 MIN. 13 SEC. EAST, A DISTANCE OF 87.91 FEET TO A CAPPED 1/2 INCH IRON ROD (ILLEGIBLE) FOUND MARKING THE COMMON NORTHEASTERLY CORNER OF SAID 14.3368 ACRE TRACT AND A CALLED 0.237 ACRE TRACT OF LAND CONVEYED TO SCC REALTY COMPANY, LTD. AS RECORDED UNDER M.C.C.F. NO. 2010072507, FOR A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, SOUTH 44 DEG. 32 MIN. 06 SEC. WEST ALONG THE COMMON NORTHERLY LINE OF SAID 14.3368 ACRE TRACT AND SAID 0.237 ACRE TRACT, A DISTANCE OF 98.76 FEET TO A CAPPED 1/2 INCH IRON ROD (ILLEGIBLE) FOUND MARKING THE COMMON WESTERLY CORNER OF SAID 14.3368 ACRE TRACT AND SAID 0.237 ACRE THENCE, SOUTH 37 DEG. 45 MIN. 06 SEC. EAST ALONG THE COMMON SOUTHERLY LINE OF SAID 14.3368 ACRE TRACT AND SAID 0.237 ACRE TRACT, A DISTANCE OF 85.27 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID 0.237 ACRE TRACT AND LOT 40 OF SAID RIVER PLANTATION SECTION TWO; THENCE, SOUTH 20 DEG. 04 MIN. 06 SEC. EAST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 40 AND LOT 41 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 133.48 FEET TO A 5/8 INCH IRON ROD FOUND MARKING AN THENCE, SOUTH 02 DEG. 33 MIN. 35 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 41 AND LOTS 42 THROUGH 45 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 250.28 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT; THENCE, SOUTH 06 DEG. 35 MIN. 06 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 45 AND LOTS 46 THROUGH 48 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 300.32 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 48 AND LOT 49 OF SAID RIVER PLANTATION SECTION TWO; THENCE, SOUTH 13 DEG. 06 MIN. 28 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT AND SAID LOT 49, A DISTANCE OF 70.71 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 49 AND LOT 50 OF SAID RIVER PLANTATION SECTION TWO; THENCE, SOUTH 19 DEG. 01 MIN. 27 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 50 AND LOT 51 OF SAID RIVER PLANTATION SECTION TWO, A DISTANCE OF 181.00 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE COMMON WESTERLY CORNER OF SAID 14.3368 ACRE TRACT AND SAID LOT 51; THENCE, SOUTH 40 DEG. 38 MIN. 01 SEC. EAST ALONG THE COMMON SOUTHERLY LINE OF SAID 14.3368 ACRE TRACT AND SAID LOT 51, A DISTANCE OF 75.30 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHWESTERLY R.O.W. LINE OF RIVER PLANTATION DRIVE (60' WIDTH, VOLUME 7, PAGE 435, M.C.M.R.) MARKING THE COMMON SOUTHERLY CORNER OF SAID 14.3368 ACRE TRACT AND SAID THENCE, ALONG SAID NORTHWESTERLY R.O.W. LINE OF RIVER PLANTATION DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: SOUTH 47 DEG. 24 MIN. 30 SEC. WEST, A DISTANCE OF 2.06 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TPS" FOUND MARKING A POINT OF CURVATURE; WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 545.74 FEET, A CENTRAL ANGLE OF 07 DEG. 39 MIN. 12 SEC., AN ARC LENGTH OF 72.90 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 43 DEG. 34 MIN. 55 SEC. WEST, -72.84 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF REVERSE CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 485.74 FEET, A CENTRAL ANGLE OF 07 DEG. 39 MIN. 12 SEC., AN ARC LENGTH OF 64.88 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 43 DEG. 34 MIN. 55 SEC. WEST, -64.83 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF REVERSE CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,970.00 FEET, A CENTRAL ANGLE OF 03 DEG. 38 MIN. 06 SEC., AN ARC LENGTH OF 124.98 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 49 DEG. 13 MIN. 34 SEC. WEST, -124.96 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON SOUTHERLY CORNER OF SAID 14.3368 ACRE TRACT AND LOT 2 OF RIVER PLANTATION SECTION THREE, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 7, PAGE 435, M.C.M.R., FOR THE MOST SOUTHERLY CORNER OF THE UPPEND DESCRIPTION THREE AND A DESCRIPTION OF THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, NORTH 04 DEG. 19 MIN. 30 SEC. WEST ALONG THE COMMON EASTERLY LINE OF SAID 14.3368 ACRE TRACT AND SAID LOT 2, A DISTANCE OF 52.12 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING AN ANGLE POINT; THENCE, NORTH 63 DEG. 49 MIN. 08 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 2, LOT 3 OF SAID RIVER PLANTATION SECTION THREE AND LOT 4 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 224.01 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE THENCE, NORTH 75 DEG. 52 MIN. 56 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 4 AND LOT 5 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 134.01 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING AN ANGLE POINT: THENCE, SOUTH 73 DEG. 03 MIN. 32 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 5, LOT 6 OF SAID RIVER PLANTATION SECTION THREE AND LOT 7 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 149.78 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING AN ANGLE THENCE, SOUTH 75 DEG. 13 MIN. 05 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT AND SAID LOT 7, A DISTANCE OF 44.22 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID LOT 7, LOT 8 OF SAID RIVER PLANTATION SECTION THREE AND LOT 9 OF SAID RIVER PLANTATION SECTION THREE, FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, NORTH 03 DEG. 03 MIN. 30 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 9, LOT 10 OF SAID RIVER PLANTATION SECTION THREE AND LOT 11 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 166.35 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THENCE, NORTH 06 DEG. 14 MIN. 31 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 11 AND LOTS 12 THROUGH 14 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 234.31 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING AN ANGLE POINT; THENCE, NORTH 05 DEG. 16 MIN. 35 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 14 AND LOT 15 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 115.75 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN THENCE, NORTH 10 DEG. 55 MIN. 36 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 15 AND LOT 16 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 95.84 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "PRECISION" FOUND MARKING AN ANGLE POINT; THENCE, NORTH 12 DEG. 26 MIN. 24 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 16, LOT 17 OF SAID RIVER PLANTATION SECTION THREE AND LOT 18 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 138.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THENCE, NORTH 35 DEG. 30 MIN. 23 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 18, LOT 19 OF SAID RIVER PLANTATION SECTION THREE AND LOT 20 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 227.44 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THENCE, NORTH 54 DEG. 44 MIN. 00 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 20 AND LOT 21 OF SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 134.76 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN THENCE, NORTH 52 DEG. 27 MIN. 15 SEC. WEST ALONG THE COMMON LINE OF SAID 14.3368 ACRE TRACT, SAID LOT 21 AND A VARIABLE WIDTH DRAINAGE EASEMENT DEPICTED ON SAID RIVER PLANTATION SECTION THREE, A DISTANCE OF 249.35 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON CORNER OF SAID 14.3368 ACRE TRACT, SAID 1.9351 ACRE TRACT, SAID DRAINAGE EASEMENT AND LOT 165 OF SAID RIVER PLANTATION SECTION ONE; THENCE, SOUTH 86 DEG. 03 MIN. 12 SEC. WEST ALONG THE COMMON LINE OF SAID 1.9351 ACRE TRACT AND SAID LOT 165, A DISTANCE OF 167.18 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND ON THE EASTERLY R.O.W. LINE OF SHILOH PARK (60' WIDTH, VOLUME 6, PAGE 51, M.C.M.R.) MARKING THE COMMON WESTERLY CORNER OF SAID 1.9351 ACRE TRACT AND SAID LOT 165, FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, ALONG SAID EASTERLY R.O.W. LINE OF SHILOH PARK, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 03 DEG. 17 MIN. 45 SEC., AN ARC LENGTH OF 9.78 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 39 DEG. 40 MIN. 47 SEC. EAST, - 9.78 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF TANGENCY; NORTH 41 DEG. 19 MIN. 40 SEC. EAST, A DISTANCE OF 37.34 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF

AN ANGLE POINT;

ANGLE POINT

AN ANGLE POINT;

AN ANGLE POINT:

ANGLE POINT:

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 45 DEG. 12 MIN. 33 SEC., AN ARC LENGTH OF 197.26 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEG. 43 MIN. 24 SEC. EAST, – 192.18 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF TANGENCY; NORTH 03 DEG. 52 MIN. 53 SEC. WEST, A DISTANCE OF 61.80 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET AT THE INTERSECTION OF SAID EASTERLY R.O.W. LINE OF SHILOH PARK AND SAID SOUTHERLY R.O.W. LINE OF RIVER PLANTATION DRIVE MARKING THE NORTHWESTERLY CORNER OF SAID 1.9351 ACRE TRACT AND THE HEREIN DESCRIBED TRACT; THENCE, NORTH 86 DEG. 59 MIN. 02 SEC. EAST ALONG SAID SOUTHERLY R.O.W. LINE OF RIVER PLANTATION DRIVE, A DISTANCE OF 300.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.275 ACRES OR 708,954 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57955, PREPARED BY WINDROSE.

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LINE OF STONEWALL JACKSON DRIVE (60' WIDTH, VOLUME 6, PAGE 51, M.C.M.R.) MARKING THE NORTHWESTERLY CORNER OF SAID 2.9974 ACRE TRACT AND THE HEREIN DESCRIBED TRACT; THENCE, SOUTH 86 DEG. 15 MIN. 13 SEC. EAST ALONG THE NORTHERLY LINE OF SAID 2.9974 ACRE TRACT, THE NORTHERLY LINE OF SAID 10.1000 ACRE TRACT AND THE SOUTHERLY R.O.W. LINE OF DURHAM DRIVE (30' WIDTH. VOLUME 9. PAGE 4. M.C.M.R.) PASSING AT A DISTANCE OF 860.97 FEET A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING THE COMMON NORTHERLY CORNER OF SAID 2.9974 ACRE TRACT AND SAID 10.1000 ACRE TRACT, CONTINUING ALONG NORTHERLY LINE OF SAID 10.1000 ACRE TRACT AND THE SOUTHERLY R.O.W. LINE OF DURHAM DRIVE FOR A TOTAL DISTANCE OF 1,164.33 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF CURVATURE; THENCE, CONTINUING ALONG NORTHERLY LINE OF SAID 10.1000 ACRE TRACT AND THE SOUTHERLY R.O.W. LINE OF DURHAM DRIVE, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 35 DEG. 43 MIN. 10 SEC., AN ARC LENGTH OF 84.16 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 68 DEG. 23 MIN. 38 SEC. EAST, – 82.81 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF TANGENCY; THENCE, SOUTH 50 DEG. 32 MIN. 03 SEC. EAST CONTINUING ALONG NORTHERLY LINE OF SAID 10.1000 ACRE TRACT AND THE SOUTHERLY R.O.W. LINE OF DURHAM DRIVE, A

FOUND MARKING A POINT OF CURVATURE; THENCE, ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID 10.1000 ACRE TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 84 DEG. 00 MIN. 00 SEC., AN ARC LENGTH OF 80.63 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEG. 32 MIN. 03 SEC. EAST, -73.60 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF TANGENCY; SOUTH 33 DEG. 27 MIN. 57 SEC. WEST, A DISTANCE OF 25.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 273.00 FEET, A CENTRAL ANGLE OF 12 DEG. 43 MIN. 02 SEC., AN ARC LENGTH OF 60.59 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 39 DEG. 49 MIN. 28 SEC. WEST, -60.47 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF REVERSE CURVATURE;

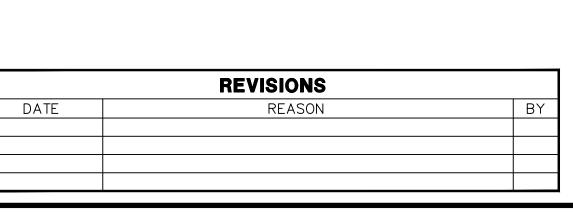
WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 43 DEG. 50 MIN. 02 SEC., AN ARC LENGTH OF 38.25 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 24 DEG. 15 MIN. 58 SEC. WEST, -37.33 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF TANGENCY; SOUTH 02 DEG. 20 MIN. 57 SEC. WEST, A DISTANCE OF 95.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 13 DEG. 01 MIN. 00 SEC., AN ARC LENGTH OF 12.95 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEG. 51 MIN. 27 SEC. WEST, -12.92 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF TANGENCY; SOUTH 15 DEG. 21 MIN. 57 SEC. WEST, A DISTANCE OF 147.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 73 DEG. 16 MIN. 00 SEC., AN ARC LENGTH OF 63.94 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 51 DEG. 59 MIN. 57 SEC. WEST, — 59.67 FEET TO A MAG NAIL IN ASPHALT SET MARKING A POINT OF TANGENCY;

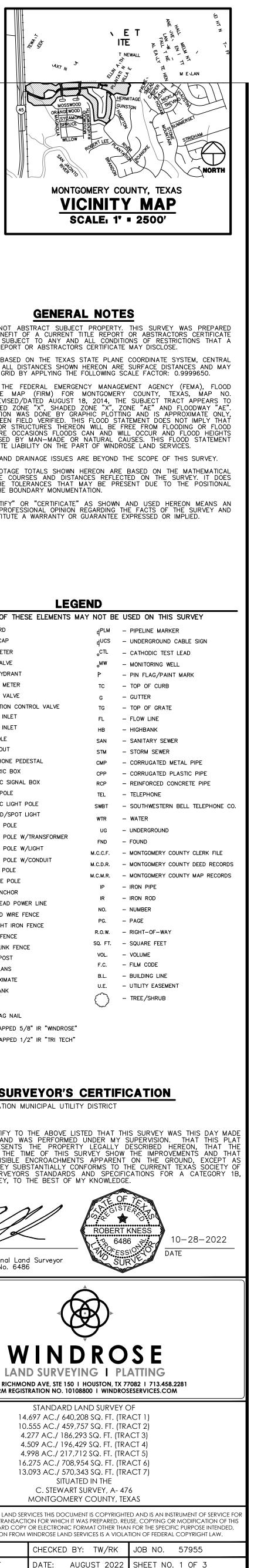
SOUTH 88 DEG. 37 MIN. 57 SEC. WEST, A DISTANCE OF 43.00 FEET TO A MAG NAIL IN ASPHALT SET MARKING A POINT OF CURVATURE; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 16 DEG. 17 MIN. 30 SEC., AN ARC LENGTH OF 133.64 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 83 DEG. 13 MIN. 18 SEC. WEST, – 133.19 FEET TO A MAG NAIL IN ASPHALT SET MARKING A POINT OF TANGENCY; NORTH 75 DEG. 04 MIN. 33 SEC. WEST, A DISTANCE OF 231.68 FEET TO A MAG NAIL IN ASPHALT SET MARKING A POINT OF CURVATURE; WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 53 DEG. 55 MIN. 30 SEC., AN ARC LENGTH OF 98.82 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 77 DEG. 57 MIN. 42 SEC. WEST, -95.22 FEET TO A MAG NAIL IN ASPHALT SET MARKING A POINT OF TANGENCY; SOUTH 50 DEG. 59 MIN. 57 SEC. WEST, A DISTANCE OF 95.25 FEET TO A MAG NAIL IN ASPHALT SET ON THE NORTHEASTERLY R.O.W. LINE OF RIVER PLANTATION DRIVE (60' WIDTH, VOLUME 7, PAGE 409, M.C.M.R.), FOR A SOUTHERLY CORNER OF SAID 10.1000 ACRE TRACT AND THE HEREIN DESCRIBED

THENCE, ALONG SAID NORTHEASTERLY R.O.W. LINE OF RIVER PLANTATION DRIVE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 05 DEG. 03 MIN. 10 SEC., AN ARC LENGTH OF 31.75 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 48 DEG. 37 MIN. 38 WEST, - 31.74 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A POINT NORTH 51 DEG. 09 MIN. 13 SEC. WEST, A DISTANCE OF 144.36 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A POINT OF CURVATURE; WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 11 DEG. 50 MIN. 12 SEC., AN ARC LENGTH OF 74.37 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 57 DEG. 04 MIN. 19 SEC. WEST, -74.24 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A POINT OF TANGENCY; NORTH 62 DEG. 59 MIN. 25 SEC. WEST, A DISTANCE OF 71.61 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A POINT OF WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1,100.00 FEET, A CENTRAL ANGLE OF 15 DEG. 43 MIN. 16 SEC., AN ARC LENGTH OF 301.83 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 70 DEG. 51 MIN. 03 SEC. WEST, – 300.88 FEET TO A MAG NAIL IN ASPHALT SET MARKING THE COMMON CORNER OF SAID 10.1000 ACRE TRACT, SAID 2.9974 ACRE TRACT AND A CALLED 0.652 ACRE TRACT OF LAND CONVEYED TO RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION AS RECORDED UNDER M.C.C.F. NO. 2003130949, FOR

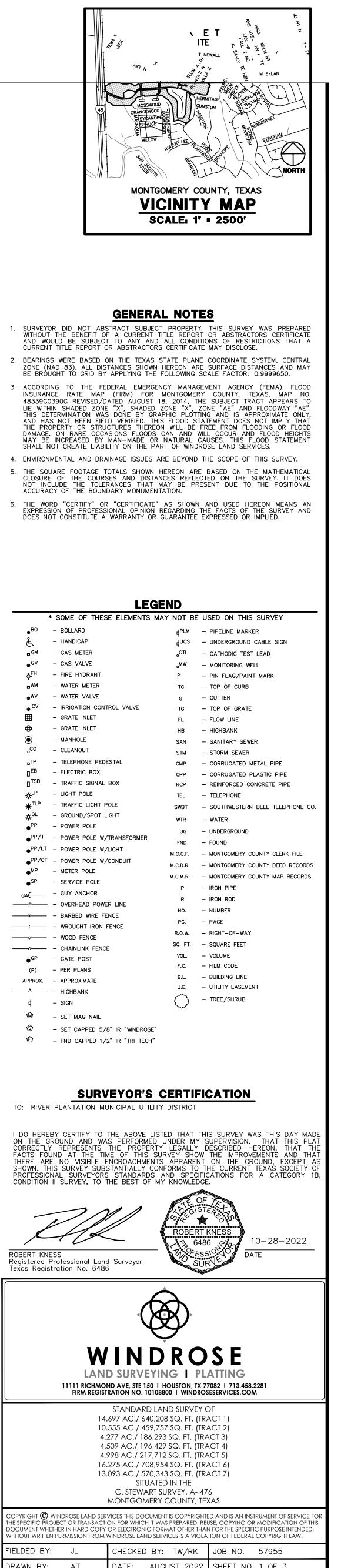
A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, NORTH 24 DEG. 12 MIN. 03 SEC. EAST ALONG THE COMMON EASTERLY LINE OF SAID 2.9974 ACRE TRACT AND SAID 0.352 ACRE TRACT, A DISTANCE OF 141.22 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON EASTERLY CORNER OF SAID 2.9974 ACRE TRACT AND SAID 0.352 ACRE THENCE, NORTH 71 DEG. 57 MIN. 48 SEC. WEST ALONG THE COMMON NORTHERLY LINE OF SAID 2.9974 ACRE TRACT AND SAID 0.352 ACRE TRACT, A DISTANCE OF 122.98 FEET TO A MAG NAIL IN ASPHALT SET ON SAID EASTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE MARKING THE COMMON WESTERLY CORNER OF SAID 2.9974 ACRE TRACT AND SAID 0.352 ACRE TRACT; THENCE, NORTH 10 DEG. 26 MIN. 09 SEC. EAST ALONG SAID EASTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE, A DISTANCE OF 5.77 FEET TO A MAG NAIL IN ASPHALT SET MARKING THE COMMON SOUTHWESTERLY CORNER OF SAID 2.9974 ACRE TRACT AND A CALLED 9,368 SQUARE FOOT TRACT CONVEYED TO RIVER PLANTATION MUNICIPAL DISTRICT AS RECORDED UNDER VOLUME 629, PAGE 102 OF THE MONTGOMERY COUNTY DEED RECORDS (M.C.D.R.); THENCE, ALONG THE COMMON LINES OF SAID 2.9974 ACRE TRACT AND SAID 9,368 SQUARE FOOT TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: SOUTH 79 DEG. 33 MIN. 51 SEC. EAST, A DISTANCE OF 320.20 FEET TO A

CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING THE COMMON SOUTHEASTERLY CORNER OF SAID 2.9974 ACRE TRACT AND SAID 9,368 SQUARE NORTH 10 DEG. 26 MIN. 09 SEC. EAST, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING THE COMMON NORTHEASTERLY CORNER OF SAID 2.9974 ACRE TRACT AND SAID 9,368 SQUARE NORTH 79 DEG. 33 MIN. 51 SEC. WEST, A DISTANCE OF 98.80 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND MARKING A COMMON CORNER OF SAID 2.9974 ACRE TRACT AND SAID 9,368 SQUARE FOOT TRACT; SOUTH 10 DEG. 26 MIN. 09 SEC. WEST, A DISTANCE OF 30.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING A COMMON CORNER OF SAID 2.9974 ACRE TRACT AND SAID 9,368 SQUARE FOOT TRACT; NORTH 79 DEG. 33 MIN. 51 SEC. WEST. A DISTANCE OF 221.40 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "TRI TECH" FOUND ON SAID EASTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE MARKING THE COMMON NORTHWESTERLY CORNER OF SAID 2.9974 ACRE TRACT AND SAID 9,368 SQUARE THENCE, NORTH 10 DEG. 26 MIN. 09 SEC. EAST ALONG SAID EASTERLY R.O.W. LINE OF STONEWALL JACKSON DRIVE, A DISTANCE OF 141.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.093 ACRES OR 570,343 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57955, PREPARED BY WINDROSE.

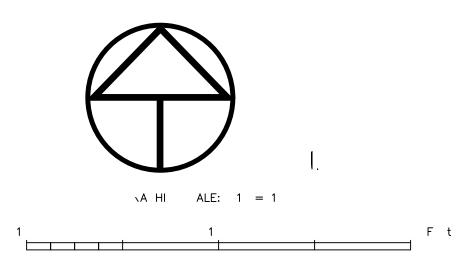




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¥ <sup>™P</sup>	-	TRAFFIC LIGHT POLE
₩ <sup>GL</sup>	-	GROUND/SPOT LIGHT
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● <sup>PP/T</sup>	-	POWER POLE W/TRANSFOR
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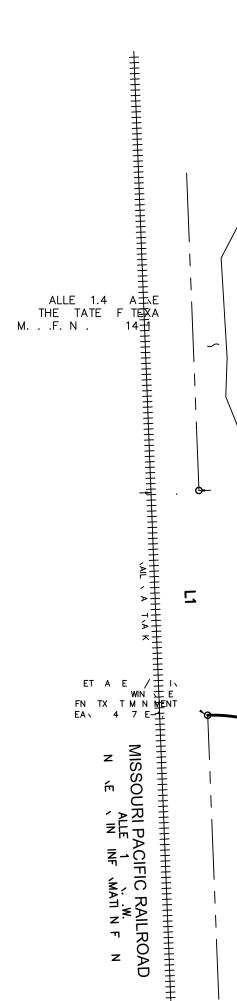


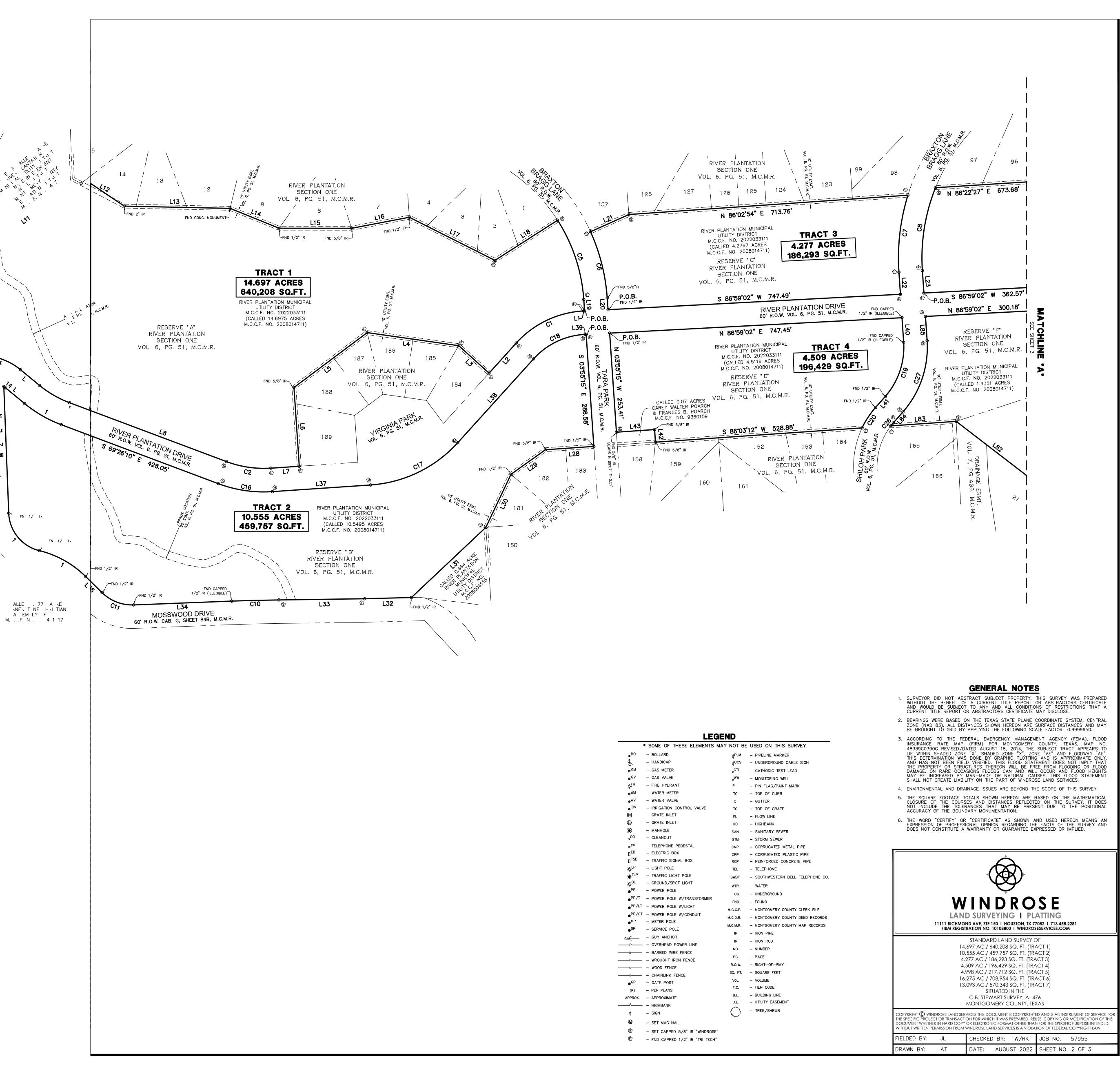
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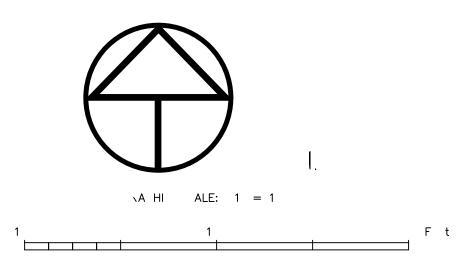




				ZONE (NAD 83). A BE BROUGHT TO GI
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	ч dUCS	- UNDERGROUND CABLE SIGN		THIS DETERMINATIC AND HAS NOT BEE
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	P	– PIN FLAG/PAINT MARK		
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	G	– GUTTER	5	<ol> <li>THE SQUARE FOOT CLOSURE OF THE</li> </ol>
/E	TG	- TOP OF GRATE		NOT INCLUDE THE ACCURACY OF THE
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	SAN	- SANITARY SEWER		DOES NOT CONSTIT
	STM	- STORM SEWER		
	CMP	- CORRUGATED METAL PIPE		
	CPP	- CORRUGATED PLASTIC PIPE		
	RCP	- REINFORCED CONCRETE PIPE		
	TEL	- TELEPHONE		
	SWBT	- SOUTHWESTERN BELL TELEPHONE CO.		
	WTR	– WATER		
	UG	- UNDERGROUND		
RMER	FND	- FOUND		
	M.C.C.F.	- MONTGOMERY COUNTY CLERK FILE		
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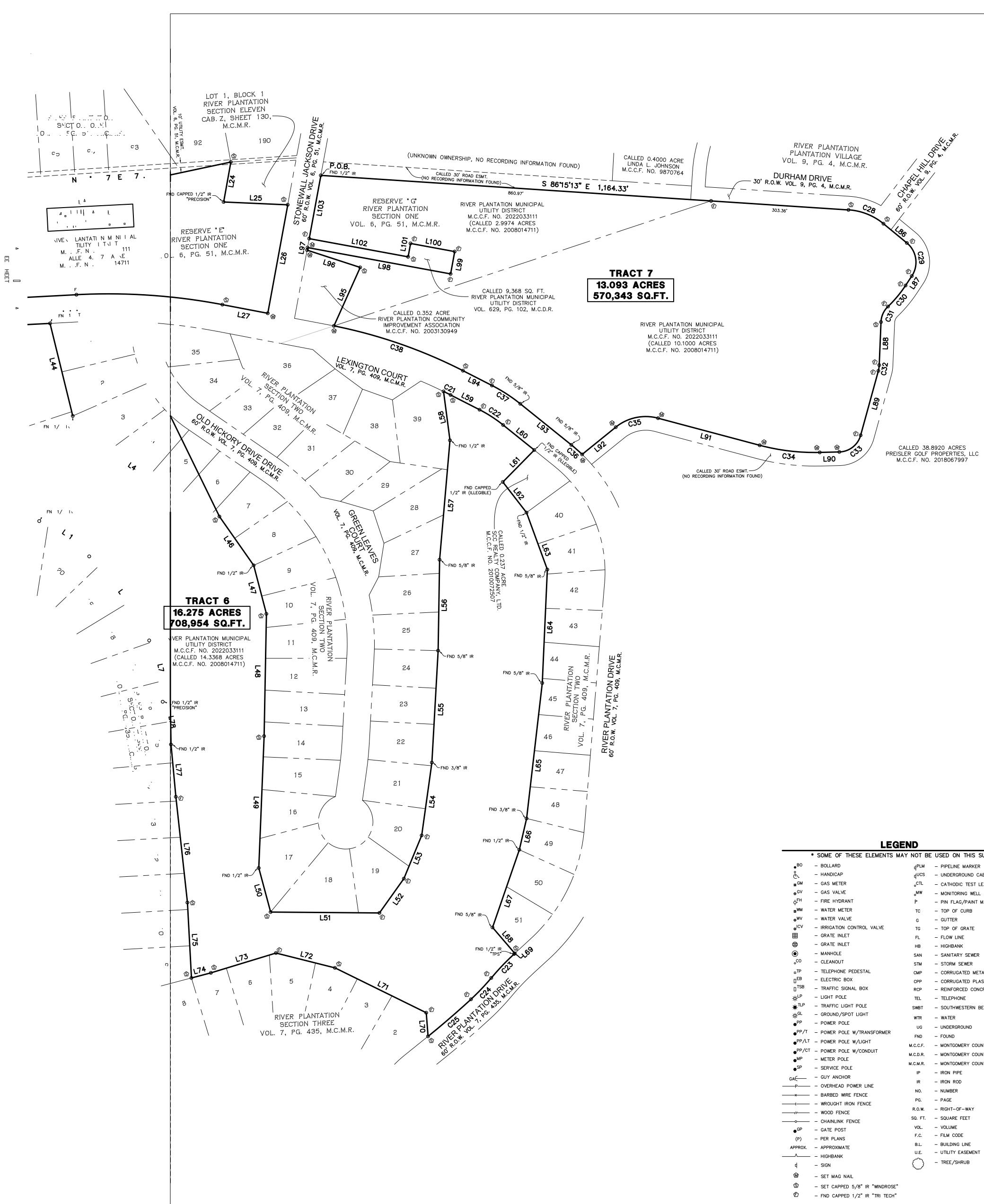
	AND WOULD BE SUBJECT CURRENT TITLE REPORT OF
2.	BEARINGS WERE BASED ON ZONE (NAD 83). ALL DIST BE BROUGHT TO GRID BY
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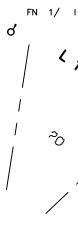
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	10. 4.2 4.9 16. 13.	STAND 697 AC. 555 AC. 277 AC./ 509 AC./ 275 AC. 093 AC. C.B. STI MONTG
COPYRIGHT (C) WINE THE SPECIFIC PROJEC DOCUMENT WHETHER WITHOUT WRITTEN PER	T OR TRANSACTION	ON FOR WI OR ELECTR
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1	LINE TA L	F
LINE	EANN	I TAN E
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L4	N 1° 1 W	
L	• w	
L	•1 E	1.44
L7 L	• W N • 1 W	7.
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	N 1 7 W	4. 7
L1 L11	N °4 F	•
L1	°1 E	1 4.4
L1 L14	°4 E	7.
L14 L1	7°74 E °4 E	1.
	N 7 1 F	1.
L1 L17 L1	17 E	44. 1
L1	N 7° 44 E	1.
L1		•
L L 1	N 1 W N 1 4 E	. 1 7.
L	• E	.4
L	N • W	7.4
L 4		141.
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L L 7	N 7 °1 W	4 . 1 1.
	• 1 W	1 4.
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L 1	4 °41 W ° W	1. 11 . 7
	•11.1 W	11./
L 4	7°4 W	. 4
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L 7 L	N C E N C E	1. 7
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	* 1 W 1 *4 1 E * E * 4 E 14* E 1* W * 1 4 W	7.       1.       1.1.       11.47       .4       .1       .1       .1       .7
L4	• E	1.
L4	1 *4 1 E * E * 4 E 14* E 1* W	1 1.
L47	14° E	11 .47
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	1 4 W 1 1 F	1.7
1 1	1     4     W       1     1     E       N     7     E       N     7     7       N     7     7       N     7     7       N     7     7       N     7     7       N     7     7       N     7     7       N     7     7       N     7     7       N     7     4       Y     7     7       1     1     1       44'     W       7'4     1       44'     4       Y     7       44'     4	•
	N °7 E	
	N • 4 E	1 . 1 . 4 . . 1
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	N 1 E N E N 4°71 E	<u> </u>
L 7	N 4°71 E	4.
L	N 7° 4 W	1.
L	N       4°       1       E         N       7°       4       W         °       E       E         1°       1       E         44°       W         7°4       E         °       4         °       4         °       4         °       4         °       4         °       4         °       W         °       W         1       W	71. 1
L L 1		/. 1
	<u>44 W</u> 7°4 F	./
	•4 E	1.4
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L	1 ° W	1 / ./1
7	1 ° 1 7 \//	1 1
L 7 L	1°17W 4°1F	1 1. 7 .
L	1 ° 1 7 W 4 ° 1 E 47° 4 W	1 1. 7 .
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L L L7 L71	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	1 1. 7 .
L L L7 L71	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	1 1. 7 .
L L L7 L71	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	1 1. 7 . 4. 1 1 4. 1 14 .7
L L L7 L71	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	1 1. 7 . 4. 1 1 4. 1 14 .7 44. 1 .
L L7 L7 L71	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	1 1. 7 .
L L7 L71 L7 L7 L7 L7 L7 L7 L7 L7	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	1 1. 7 . 4. 1 1 4. 1 14.7 44. 1 . 44. 1 . 4.1 11.7 4
L L7 L71 L7 L7 L7 L7 L7 L7 L7 L7	1 ° 1 7 W 4 ° 1 E 47° 4 W N 4°1 W	4. 1         1 4. 1         14.7         44.         1 .         41.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         1 .         .         .         1 .
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1     1     7     W       4     1     E       47'     4     W       N     4'1     W       N     '4     W       N     7     W       7     '1     W       N     '14     1       N     '14     1       N     '1     W       N     '14     4       N     1     W       N     1     W       N     1     W	4. 1         1 4. 1         14.7         44.         1 .         41.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         4.1         1 .         1 .         .         .         1 .
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'       4       W         N       4'1       W         N       '4       W         N       7       W         7       1       W         N       '14       1         N       '14       W         N       '14       W         N       '14       W         N       '14       W         N       '1       W         N       '1       W         N       '1       W         N       '14       W         N       '1       W         N	4. 1 1 4. 1 14 .7 44. 1 . 4. 1 11 .7 . 4 1 . 4. 1 11 .7 . 4
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L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'       4       W         N       4'1       W         N       '4       W         N       7       W         7       1       W         N       '14       1         N       '1       W         N       '14       W         N       '1       W         N       '7       W         N       '1       W         N	4. 1         1 4. 1         14. 7         44.         1         4. 1         11. 7         . 4         1         . 4         1         . 4         1         . 4         1         . 4         1         . 7.44         1         4. 7         4         1         7.1
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'       4       W         N       4'1       W         N       '4       W         N       '4       W         N       7       W         7       '1       W         N       '14       1         N       '14       W         N       '1       W         N       1       W         N       '1       W         N       '1       W         N       '1       W         N       '1       W         N       '7       W         N       '1       W         N       '1       W         N       '1       W         N       41'1       E         N       'N       W         N       '1       E         N	4. 1         1 4. 1         14. 7         44.         1         4. 1         11. 7         . 4         1         . 4         1         . 4         1         . 7.44         1         7. 4         1         7. 4         . 7
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L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'4       W         N       4'1       W         N       '4       W         N       '4       W         N       '4       W         N       '1       W         N       '14       1         N       '14       1         N       '14       4         N       '1       W         N       '7 <td>4. 1         1 4. 1         14. 7         44.         1         4. 1         11. 7         . 4         1         . 4         1         . 7.44         1         7.44         1         7.44         1         7.44         1         7.4         1.         .7         .         .17.1         7.4         1.         .7         .         .17</td>	4. 1         1 4. 1         14. 7         44.         1         4. 1         11. 7         . 4         1         . 4         1         . 7.44         1         7.44         1         7.44         1         7.44         1         7.4         1.         .7         .         .17.1         7.4         1.         .7         .         .17
L L7 L71 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'       4       W         N       4'1       W         N       '4       W         N       '1       W         N       '14       1         N       '14       4         N       '71       W         N       '77       W	4. 1         1 4. 1         14.7         44.         1         4. 1         11.7         . 4         11.7         . 4         1.7         4.1         1.7         . 4         1.7         . 4         1.7         . 7         . 7         . 147.         4.1         1.1
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'       4       W         N       4'1       W         N       '4       W         N       '4       W         N       '4       W         N       '4       W         N       7       W         7       '1       W         N       '14       1         N       '14       W         N       '14       E         N       '14       E         N       '14       E         N       '14       E         N       '14       Y         N       '17       W         '1       '17       W	4. 1         1 4. 1         14.7         44.         1         4. 1         11.7         . 4         11.7         . 4         1.7         4.1         1.7         . 4         1.7         . 4         1.7         . 7         . 7         . 147.         4.1         1.1
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'       4       W         N       4'1       W         N       7       W         7       ''       W         7       ''       W         7       ''       W         N       ''       ''         N	4. 1         1 4. 1         14.7         44.         1 .         4. 1         11.7         . 4         1 .         7.44         1 4.7         4 .         1 7.44         1 4.7         4 .         1 7.1         7.44         1 7.1         7.4         1.7         .7         .7         .147.         4 .         1.47.         .144.
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7 L7	1       1       7       W         4       1       E         47'4       W         N       4'1       W         N       '4       W         N       '1       W         N       '14       W         N       '1       W         N       '7       W         '7       W       '7         '1       '1       Y         '7       <	4. 1         1 4. 1         14.7         44.         1.         41.7         4. 1         11.7         .4         1.7         4.1         1.7         .4         1.7         .4         1.7         .4         1.7         .7 <tr td=""></tr>
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L	1       1       7       W         4       1       E         47'4       W         N       4'1       W         N       '4       W         N       '1       W         N       '14       W         N       '1       W         N       '7       W         '7       W       '7         N       '7       W         '7 <t< td=""><td>4. 1         1 4. 1         14.7         44.         1.         4. 1         11.7         . 4         1.7         4.         1.7         4.         1.7         . 4         1.7         4.         1.7         4.         1.7         4.         1.7.4         1.7.4         1.7         .7         .         .147.         4.         1.1         .7         .         .147.         4.         1.47.         4.         1.1.         .7         .         .147.         4.         1.1         .144.         .1.1         .141.</td></t<>	4. 1         1 4. 1         14.7         44.         1.         4. 1         11.7         . 4         1.7         4.         1.7         4.         1.7         . 4         1.7         4.         1.7         4.         1.7         4.         1.7.4         1.7.4         1.7         .7         .         .147.         4.         1.1         .7         .         .147.         4.         1.47.         4.         1.1.         .7         .         .147.         4.         1.1         .144.         .1.1         .141.
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L	1       1       7       W         47'       4       W         N       4'1       W         N       7'       W         7       ''       W         7       ''       W         7       ''       W         N       7'       W         7       ''       W         N       1       W         N       1       4         N       ''       W         N       1       4         N       ''       W         N       1       W         N       4''       W         N       ''       W         ''       ''       W         ''       ''       W         N       ''       ''         ''       ''       W         ''       ''       W         ''	4. 1         1 4. 1         14.7         44.         1.         41.7         4. 1         11.7         .4         1.7         4.1         1.7         .4         1.7         .4         1.7         .4         1.7         .7 <tr td=""></tr>
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L	1       1       7       W         47'       4       W         N       4'1       W         N       7'       W         7       ''       W         7       ''       W         7       ''       W         N       7'       W         7       ''       W         N       1       W         N       1       4         N       ''       W         N       1       4         N       ''       W         N       1       W         N       4''       W         N       ''       W         ''       ''       W         ''       ''       W         N       ''       ''         ''       ''       W         ''       ''       W         ''	4. 1         1 4. 1         14.7         44.         1.7         4. 1         11.7         . 4         1.7         4.1         1.7         7.44         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.1         1.47.         4.         1.1         1.47.         1.1         1.44.         71.1         141.         1.1
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L	1       1       7       W         4       1       E         47'4       W         N       4'1       W         N       7       W         7       ''       W         N       ''1       W         N       ''14       W         N       ''17       W         N       ''17       W         N       ''1       W         N       ''1       W         N       ''1       W	4. 1         1 4. 1         14.7         44.         1.7         4. 1         11.7         . 4         1.7         4.1         1.7         7.44         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.7.1         7.4         1.1         1.47.         4.         1.1         1.47.         1.1         1.44.         71.1         141.         1.1
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L	1       1       7       W         4       1       E         47'4       W         N       4'1       W         N       7       W         7       ''       W         N       ''	4. 1         1 4. 1         14. 7         44.         1         11. 7         . 4         1.         7.44         1 4. 1         1.         7.44         1.7         4.         1.7         4.         1.7         4.         1.7.1         7.4         1.7         .         .147.         4.         1.         .7         .         .147.         4.         1.1         .7         .         .147.         4.         1.         .7         .         .144.         71. 1         144.         1         .77         .         .         .         .         .         .         .         .         .         .         .         .
L L7 L7 L7 L7 L7 L7 L7 L7 L7 L	1       1       7       W         4       1       E         47'4       W         N       4'1       W         N       7       W         7       ''       W         N       ''	4. 1         1 4. 1         14. 7         44.         1         1.7         4. 1         11.7         7.44         1.7         4.1         7.44         1.7         4.1         7.44         1.7         4.1         7.44         1.7         4.1         7.4         1.7         .1         7.4         1.         7.4         1.         7.4         1.1         7.4         1.1         .77            144.         71.1         144.         71.1  .

VE HA \T						
νE	\A	ELTA	LEN TH	EA 🗤	Η、	
1	•	44° 4	1.	4* 4 W	1.71	
	7.	4°	11 .	N 1° 1 W	114.	
	7.	1 •		N°4 W	•	
4	1.1	41° 1	114. 4	N 71°14 W	111.77	
	4.	•4	1.44	1 °1 7 E	1.1	
	4.	• 1	17.1	N 14° W	174.	
7	4.	1° 7	1.	°4 11 W	1 7.7	
	4.	°4	1.	N • E	14.1	
	14.	1 °4	. 1	N°4W	.1	
1	7.	1°	. 1 1 . 1	• W	1.1	
11	1.	4 °		N°47W	. 7	
1	4.11	•4	1.	N 17W	14.	
1	1.	74 <b>°</b>	1.1	N 147W	1.	
14	.1	° 4	•	"17E	•	
1	•	1 •	1.7	°4 E	1.7	
1	•	4°	14.7	1° 1 E	1.	
17	•	44 <b>°</b>	.4	N 4° E	47.4	
1	1.	44° 4	14.7	N 4° 4 E	144. 4	
1	1.	4 1	14.	1°4 4 W	14 .	
	•	1 ° 47	. 1	• 17 W	. 1	
1	14.	• 7	17.44	• 14 E	17.44	
	•	11° 1	1.	7°41 E	1.7	
	4.74	7 <b>°</b> 1	7.	4 ° 4 W	7.4	
4	4.74	7°1	4.	4 ° 4 W	4.	
	17.	•	14.	4 °1 4 W	14.	
	17 .	°17 4	.7	N °4 47 E	.7	
7	•	4 "1	1 7.	N 1 °4 4 E	1 .1	
	1.	<b>°</b> 4 1	4.1	• E	. 1	
		4*		• E	7.	
	7.	1 °4		•4 W	.47	
1		4 °		4°1 W	7.	
	7.	1 • 1	1.	°17W	<u>1.</u> .7	
	•	7 1	. 4	1° 7 W		
4	47.	1 <b>°</b> 17	. 4 1 . 4	N 11 W	1.1	
	1.	•		77°74 W	•	
	•	• 1	1.7	N 4°7 W	1.74	
7	•	11° 1	74. 7	N 7°41 W	74. 4	
	11.	1 °4 1	1.	N 7 ° 1 W	•	





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- 6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

LANI 11111 RICHMOI	INDRO SURVEYING I PLA ND AVE, STE 150 I HOUSTON, TX 77 RATION NO. 10108800 I WINDROS	ATTING 7082   713.458.2281			
STANDARD LAND SURVEY OF 14.697 AC./ 640,208 SQ. FT. (TRACT 1) 10.555 AC./ 459,757 SQ. FT. (TRACT 2) 4.277 AC./ 186,293 SQ. FT. (TRACT 3) 4.509 AC./ 196,429 SQ. FT. (TRACT 4) 4.998 AC./ 217,712 SQ. FT. (TRACT 4) 16.275 AC./ 708,954 SQ. FT. (TRACT 5) 16.275 AC./ 708,954 SQ. FT. (TRACT 6) 13.093 AC./ 570,343 SQ. FT. (TRACT 7) SITUATED IN THE C.B. STEWART SURVEY, A- 476 MONTGOMERY COUNTY, TEXAS					
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DRAWN BY: AT	DATE: AUGUST 2022	SHEET NO. 2 OF 3			

,	LEGE * SOME OF THESE ELEMENTS MA	Y NOT BE	E USED ON THIS SURVEY
во	- BOLLARD	d <sup>PLM</sup>	- PIPELINE MARKER
۔ گر	– HANDICAP	4 <sup></sup>	- UNDERGROUND CABLE SIGN
G∿ ma GM	- GAS METER	ч <sub>s</sub> стL	- CATHODIC TEST LEAD
∎ ⊕GV	- GAS VALVE	° MM	- MONITORING WELL
₽ ₽ ₽	- FIRE HYDRANT	۰۰۰۰ ۲	- PIN FLAG/PAINT MARK
Υ⁻ maWM	- WATER METER	' тс	- TOP OF CURB
⊷ ₩۷	- WATER VALVE	G	- GUTTER
●ICV	- IRRIGATION CONTROL VALVE	TG	- TOP OF GRATE
Ť	– GRATE INLET	FL	- FLOW LINE
₽	– GRATE INLET	нв	- HIGHBANK
•	– MANHOLE	SAN	- SANITARY SEWER
°co	- CLEANOUT	STM	- STORM SEWER
_TP	– TELEPHONE PEDESTAL	CMP	- CORRUGATED METAL PIPE
- П <sup>ЕВ</sup>	- ELECTRIC BOX	CPP	- CORRUGATED PLASTIC PIPE
	- TRAFFIC SIGNAL BOX	RCP	- REINFORCED CONCRETE PIPE
ф <sup>LP</sup>	- LIGHT POLE	TEL	- TELEPHONE
tLP €	- TRAFFIC LIGHT POLE	SWBT	- SOUTHWESTERN BELL TELEPHONE CO
t. GL	- GROUND/SPOT LIGHT	WTR	- WATER
● <sup>PP</sup>	- POWER POLE		
PP/T	- POWER POLE W/TRANSFORMER	UG	
PP/LT	- POWER POLE W/LIGHT	FND	
PP/CT	- POWER POLE W/CONDUIT	M.C.C.F.	- MONTGOMERY COUNTY CLERK FILE
MP	- METER POLE	M.C.D.R.	- MONTGOMERY COUNTY DEED RECORDS
● <sup>SP</sup>	- SERVICE POLE	M.C.M.R.	- MONTGOMERY COUNTY MAP RECORDS
<b>с</b> —	- GUY ANCHOR	IP	- IRON PIPE
-	- OVERHEAD POWER LINE	IR	- IRON ROD
×	- BARBED WIRE FENCE	NO.	– NUMBER
-(	- WROUGHT IRON FENCE	PG.	– PAGE
//	- WOOD FENCE	R.O.W.	- RIGHT-OF-WAY
• <b>·</b>	- CHAINLINK FENCE	SQ. FT.	- SQUARE FEET
● <sup>GP</sup>	– GATE POST	VOL.	
(P)	– PER PLANS	F.C.	- FILM CODE
PPROX.	– APPROXIMATE	B.L.	- BUILDING LINE
∧	– HIGHBANK	U.E.	
þ	– SIGN	$\langle \rangle$	– TREE/SHRUB
Ŵ	– SET MAG NAIL		
Ŝ	- SET CAPPED 5/8" IR "WINDROSE"		
Ê	- FND CAPPED 1/2" IR "TRI TECH"		

# GENERAL NOTES

 SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OF RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.9999650. 3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR MONTGOMERY COUNTY, TEXAS, MAP NO. 48339CO390G REVISED/DATED AUGUST 18, 2014, THE SUBJECT TRACT APPEARS TO LIE WITHIN SHADED ZONE "X", SHADED ZONE "X", ZONE "AE" AND FLOODWAY "AE". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES. 4. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.

5. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.

#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT ENGINEER'S REPORT VSE Project No. 32000-000-0-DST July 13, 2023, 6:30 p.m.

**Engineering Representative:** Taylor J. Reed, P.E.

Directors: Julie Gilmer, President Tim Goodman, Vice President Tom Vandever, Treasurer Betty Brown, Secretary Karl Sakocius, Asst. Secretary

## 6. Items for Discussion:

## I. Permits

#### A. WWTF Discharge Permit Renewal (Expires September 2023)

- 1. Wastewater permit renewal has been submitted.
- B. Storm Water Quality Management Plan MS4 Permit (Expires January 2024)
  - 1. SWMP annual report has been submitted.

#### C. Water Plant No. 1 – Water Well No. 1 Testing

1. Testing and Inspection due January 12, 2026

## D. Emergency Operation Information

1. Working to update all the Emergency Preparedness reporting information and submit it to the TCEQ.

## II. Design Projects

## A. Joint Projects

## 1. East Ditch FEMA Work

a) Talked with a reviewer and it is in the FEMA queue. He was hopeful that it would be completed soon.



#### 2. East Ditch Maintenance

a) Requested bids from All Seasons Lawn Services. Storm Water Solutions has updated their bid and is attached for review.

## 3. WWTF Rehabilitation

a) EPUD has received approval for reallocation of bond funds to do the project. I have attached the cost estimate for your review and approval to move forward with design.

## 4. Holly Springs Drainage Issue

a) EPUD is discussing the options provided in the drainage memo that was provided at last month's meeting.

## B. District Projects

## 1. Water Plant No. 2 Electrical Upgrades

 a) We received 2 bids for the project. McDonald Municipal and Industrial was the low bidder in the amount of \$551,469.00. We have attached our recommendation of award for the contract amount.

## 2. District Wide Drainage Study

**a)** Preliminary design phase is underway.

## **III.** Construction Projects

## A. Sanitary Sewer Clean & Televise Phase 1 – (Pro-Pipe \$55,351.00)

1. Still missing information from contractor

## B. Storm Sewer Televise Phase 1 – (Pro-Pipe \$48,986.55)

1. Still missing information from contractor.

## C. Sanitary Sewer Phase 1 – Rehabilitation (Texas Pride \$532,063)

1. Construction underway.

## D. Charleston Park Irrigation

1. The operator installed meters and the irrigation contractor is working to pressurize the line and put together report.



## E. Storm Sewer Phase 1 Rehabilitation

1. Contractor mobilized to repair the storm line in Fairway Estates. They have completed the repair. We have notified them of an issue with the resident's sprinkler system that they will be addressing.

## F. Stone Mountain Sinkhole

1. The contractor has begun work on repairing the line. I have attached the proposal in the amount of \$220,550.00. This was discussed at the previous meeting, and we have submitted an emergency repair letter to the TCEQ that is also attached.

## **IV.** Other Matters

## A. 10 Year CIP

1. Update as necessary.

## V. Questions/Answers

## A. Pool facility exhibit.

1. Received metes and bounds and passed them along to the attorney.

## B. WWTP Outfall

1. Reviewed outfall location in relation to neighboring property that is being cleared. There appears to be a potential conflict with its location in relation to the property. We are reviewing records for any recorded easements or agreements.



## COST ESTIMATE RP MUD WWTF REHABILITATION 2/24/2023

NO.	Description	Spec. No.	Unit	Est Qty	I	Unit Price	Amount	
	General Items							
1	Mobilization, including all Bonds. Insurance and Permits (Maximum amount not to exceed 3% of the Base Bid amount).	nce and Permits (Maximum t not to exceed 3% of the NA LS 1 \$ 45,000.00		\$45,000.00				
				Ci	vil	<b>Items Total</b>	\$45,000.00	
		Civil Ite	ems					
1	Draining, cleaning and disinfection of basins	NA	LS	1	\$	50,000.00	\$50,000.00	
2	Remove and replace clarifier troughs within Plant No. 1	NA	LS	1	\$	100,000.00	\$100,000.00	
3	Remove and Replace Splitter Box at Headworks	NA	LS	1	\$	150,000.00	\$150,000.00	
				Ci	vil	<b>Items Total</b>	\$300,000.00	
	Ele	ectrical	Items	5				
1	Demolition of Existing Electrical Equipment	NA	LS	1	\$	15,000.00	\$15,000.00	
2	Replace Utility Service Entrance	NA	LS	1	\$	20,000.00	\$20,000.00	
3	Replace Service Entrance Switchgear	NA	LS	1	\$	45,000.00	\$45,000.00	
4	Replace Generator, Fuel Tank and ATS	NA	LS	1	\$	195,000.00	\$195,000.00	
5	Replace Motor Control Center	NA	LS	1	\$	145,000.00	\$145,000.00	
6	Arc Flash Hazard Analysis (allowance)	NA	LS	1	\$	20,000.00	\$20,000.00	
Electrical Items Total							\$440,000.00	
						Subtotal	\$785,000.00	
10% Contingency						\$78,500.00		
Subtotal + Contingency						\$863,500.00		
15% Engineering						\$129,525.00		
						Total	\$993,025.00	

## VOGLER & SPENCER ENGINEERING, INC. PROPOSAL EAST DITCH MAINTENANCE LOCATED WITHIN RIVER PLANTATION MUNICIPAL UTILITY DISTRICT MONTGOMERY COUNTY, TEXAS VSE Project No.: 32000-300-1-DCH (c&e)

ITEM NO.	I DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	East Concrete Ditch Cleaning - (Debris removal and minor desilting to be hauled off site) to be performed quarterly (50 HRS/QUARTER)	HR	200	<u>\$420.00</u>	\$84,000.00
				TOTAL:	\$84,000.00





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June 23, 2023

**River Plantation Municipal Utility District** c/o Smith, Murdaugh, Little & Bonham, L.L.P 2727 Allen Parkway, Suite 1100 Houston, TX 77019

Re: Recommendation of Award Water Plant No. 2 Electrical Upgrades Within River Plantation Municipal Utility District Montgomery County, TX VSE Project No.: 32000-402-1-WPL (c&e)

Dear Directors:

Enclosed please find the Bid Tabulation of bids received for construction of the above referenced project. A total of Two (2) bids were received.

We recommend that a construction contract be awarded to McDonald Municipal and Industrial based on their low bid of Five Hundred Fifty-One Thousand, Four Hundred Sixty-Nine and 00/100 Dollars (\$551,469.00) with a contract time of Two Hundred-Sixty (260) calendar days to Substantial Completion and an additional Seven (7) calendar days to **Final Completion**.

Sincerely,

Faylor J. Reed, P.E. Project Manager Vogler & Spencer Engineering, Inc. Texas Registered Engineering Firm No. F-148

Enclosure

TJR;amw

xc: McDonald Municipal and Industrial **TCEQ Region 12** File

#### BID TABULATION Vogler & Spencer Engineering, Inc. WATER PLANT NO. 2 ELECTRICAL UPGRADES WITHIN RIVER PLANTATION MUNICIPAL UTILITY DISTRICT MONTGOMERY COUNTY, TEXAS Bid Date: Friday, June 23, 2023 VSE Project No.: 32000-402-1-WPL (c&e)

				1	l.	2.		
				McDe	onald	W.W. Payton		
	Municipal & Industrial			& Industrial		oration		
ITEM			BID	UNIT		· · ·		
No.	DESCRIPTION	UNIT	QTY.	PRICE	AMOUNT	PRICE	AMOUNT	
<u>А. МС</u> 1.	DBILIZATION: Mobilization, including all Bonds. Insurance and Permits (Maximum amount not to exceed 3% of the Base Bid amount).	LS	1	\$16,500.00	\$16,500.00	\$10,000.00	\$10,000.00	
B. CIV	VIL WORK:							
1.	Demolition of Old Existing Concrete Pipe Supports, Well Foundations, etc. (See plans)	LS	1	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	
2.	Repair & Replacement of Damaged Fence Members (with engineers authorization only)	LF	50	\$50.00	\$2,500.00	\$30.00	\$1,500.00	
3.	Demolish the existing wall (11.5' by 3') and rebuild the new wall 3' inward, relocate any wall mounted equipment, electrical wiring & conduits as necessary.	LS	1	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	
4.	Demolish exist powered ventilator at the center of the GST dome. Provide & Install 22" T-Vent.	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	
C. EL	ECTRICAL WORK							
1.	Provide and install electrical equipment including, but not limited to, motor control center, autosensory panel, main breaker, automatic transfer switch, lighting transformer, lighting panel, instrumentation, duct bank, conduit, wire, and all ancillary devices as shown on construction drawings, complete in place.	LS	1	\$408,469.00	\$408,469.00	\$586,000.00	\$586,000.00	
2.	Demolish and remove existing MCC equipment, control panels, and electrical equipment as shown on construction drawings, complete as specified.	LS	1	\$35,000.00	\$35,000.00	\$3,000.00	\$3,000.00	
3.	Allowance for electric utility charge to install new underground service. Exact amount will be reimbursed to Contractor upon submittal of invoice from Utility Service Provider.	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
4.	Allowance for coordination and Arc Flash Hazard Analysis per Section 16015, completed by Baird Gilroy & Dixon, LLC.	LS	1	(Allowance) \$7,000.00	\$7,000.00	(Allowance) \$7,000.00	\$7,000.00	
5.	Allowance for System Programming and SCADA applications development and implementation per Section 13325 – System Programming, completed by Baird Gilroy & Dixon, LLC.	LS	1	(Allowance) \$22,000.00	\$22,000.00	(Allowance) \$22,000.00	\$22,000.00	
				(Allowance)		(Allowance)		
	TOTAL BASE BID			\$551,469.00		\$670,	000.00	
	SUBSTANTIAL COMPLETION CALENDAR D	AYS		260		450		
	FINAL COMPLETION			267		480		
Rank	Additional Bidders		Base	Bid	Days	1		
	NO ADDITIONAL B							



Date of Proposal: <u>6-23-2023</u>	
Proposal To: RIVER PLANTATION MUD	(the "Customer")
Serving:740 STONE MOUNTAIN STORM REPAIR	(the "Site")

Acceptance: The Customer may accept this Proposal either by A) signing where indicated or B) asking Infrastructure Construction Services (the "Company" herein) to begin work in writing. In the event of either form of acceptance, this Proposal shall become the contract between the Customer and the Company (the "Agreement" herein). This Proposal is valid for one hundred and twenty (120) days following the Date of Proposal listed above, but may, at the Company's sole option, be withdrawn or revised at any time prior to acceptance by the Customer.

Scope: The Company will provide consultative, construction, and/or field services regarding the Customer's construction project, construction punch list, or other infrastructure rehabilitation project (collectively, the "Project"). The parties agree that these services are labor and materials on behalf of the Customer and may or may not occur during the construction phase. In addition, the Company may:

- Facilitate the Customer's obtaining permit authorization to perform the Project;
- Prepare, modify, and/or maintain the Customer's construction documents including plans, specifications, certificates, or other documents required by the Customer's Project (collectively, the "Construction Documents");
- Provide inspections, testing, walk-throughs, and/or records concerning the Company's observations of site conditions;
- Provide debris removal, grading, or other handiwork;
- Construct amenities, structures, appurtenances, water quality features, drainage features, or concrete paving;
- Provide training, educational material, public notices, or consultation; or
- Recommend best management practices for the Customer's use and implementation. The scope of work performed

ITEM	DESCRIPTION	QTY	UNIT		PRICE	TOTAL
1	MOBILIZATION AND INSURANCE	1	EA	\$	14,650.00	\$ 14,650.00
2	TIE INTO MANHOLE	2	EA	\$	3,250.00	\$ 6,500.00
3	REMOVE DISPOSE AND INSTALL 60" HDPE (APPROXIMATLEY 190 LF)	1	EA	\$	148,000.00	\$ 148,000.00
4	REMOVE AND REPLACE ASPHALT ROAD INCLUDES TEMPORARY PLATES	1	EA	\$	16,650.00	\$ 16,650.00
5	REMOVE AND REINSTALL FENCE	1	EA	\$	8,950.00	\$ 8,950.00
6	SITE RESTORATION	1	EA	\$	3,250.00	\$ 3,250.00
7	HYDRO EXCAVATE UTILITY ID SAFETY TRENCH (SLURY TO BE SPOILED ONSITE)	1	EA	\$	6,850.00	\$ 6,850.00
8	TREE REMOVAL AND DISPOSAL	1	EA	\$	8,500.00	\$ 8,500.00
9	SOLID SOD DISTURBED AREA	1,200	SF	\$	6.00	\$ 7,200.00
		•		Tot	tal	\$ 220,550.00

Excludes: LABORATORY TESTING, SURVEY, PERMITS, BONDS, UTILITY RELOCATES, IRRIGATION REPAIRS, SALES TAX (IF PROJECT IS TAX EXEMPT, CERTIFICATE MUST BE PROVIDED BEFORE START OF PROJECT), FEES & FINES ASSOCIATED WITH DAMAGE OF UN AND MISMARKED UTILITY LINES, DAMAGE TO ANY SURROUNDING STRUCTURES.



# Standard Traffic Control includes installation, maintenance and removal of barrels, delineators, work ahead and lane closed ahead signs. Electronic message boards, detour and custom signs are not included.

Schedule: The Company may provide schedules suggesting when work may be done in the future and/or a general plan for frequency of work. The Customer understands that schedules are subject to change, based on weather and other factors. The Customer agrees to make no claim against the Company for Work not being performed according to any schedule.

Pricing of Services: The Company has offered pricing at rates as shown in this Agreement for the items of work that are agreed to be performed. This pricing is shown with subtotals based on estimated quantities for the Customer's information. However, the Company will invoice and the Customer shall pay the unit price(s) for Work based on actual quantities performed. All services and materials will be charged sales tax unless a valid Texas Sales and Use Tax Resale Certificate/Exemption Certificate is furnished.

Changes: This is a unit price contract and includes only items for which the Company and the Customer have agreed on the Work described in the agreed line items. No claim shall be made against the Company for any variance between estimated quantities and the quantities actually requested or performed under the Agreement. The parties anticipate that the actual Work will involve performance of quantities that may differ from the estimated quantities, and as part of this Agreement, the Customer will pay for actual quantities performed and invoiced. Work for which there is no line item is not in the Scope of the Agreement, and will be added to this Agreement only if the Company and the Customer agree in writing on the scope and price of that additional work and the Customer indicates its agreement by signature or other express agreement.

The Customer's Responsibility: The Company cannot guarantee, assure, nor warrant the Customer's compliance with its permit authorization to perform the Project nor its compliance with Local, State, and/or Federal requirements. The Company is only advising the Customer on the site conditions and requirements, and the Customer has primary responsibility to perform the work recommended by the Company and stated in the permit authorization to perform the Project. The Customer therefore agrees that Customer's performance of certain work is a condition precedent to the Company's obligation and/or ability to perform work, and further agrees that Customer will perform at least the following work:

- Obtain permit authorization to perform the Project;
- Maintain and enforce good housekeeping practices;
- Maintain and enforce the best management practices described in the Customer's permit authorization to the maximum extent practicable, including routine maintenance and/or repair/replacement of pollution prevention devices or erosion and sedimentation controls;
- Manage the Customer's contractors, sub-contractors and suppliers at every tier, and all other visitors and deliveries to the site to make sure they are maintaining best management practices;
- Notify the Company of the start and completion of any construction, the termination of any permit authorization, the transfer of any parcels, of lot take- down schedules, or of any transfer of operational control to another operator or operators;
- Notify the Company of any responsibilities assigned to other agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier;
- Provide access to the areas in which the Company will provide services;
- Allow periodic inspections by the Company by any reasonable means, technology, or methodology;
- Implement best management practices as the Company recommends and/or suggests to the maximum extent practicable; and
- Comply promptly with the requirements of any permit authorization to perform the Project and with the requirements of Local, State, and Federal authorities.

Term: The Agreement will continue as long as the Customer requests services from the Company. However, when the Customer accepts a project as completed, the Company will cease service in that area and will no longer be responsible for providing services for that area.



Termination: Either party may terminate this agreement upon seven (7) days written notice to the other. If the Customer terminates the Agreement, the Company will immediately be due payment for services performed up to and resulting from termination, including demobilization, and after the date of termination, the Company will not be responsible for maintenance or storage of any records of services performed during this Agreement. If the Company terminates the agreement, the Company will immediately be due payment for services performed up to termination. The Company will not be responsible for maintenance or storage of any records of services performed or storage of any records of services performed for services performed up to termination and after the date of termination. The Company will not be responsible for maintenance or storage of any records of services performed during this Agreement.

Invoicing: The Company will invoice by the last day of each month for services performed during that month, based on actual quantities of the Work performed.

Payment: Payment is due in full upon receipt, without retainage or withholding. Amounts unpaid after one hundred eighty (180) days will bear interest from seven days after the invoice date at 1 ½% interest per month.

The Company Rights Upon Non-Payment: If payment is not received timely, the Company may, at its sole discretion, suspend any or all work for the Customer. In addition, the Company will be under no obligation to maintain records that it has kept for the Customer on any Project for which payment is late. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, THE CUSTOMER AGREES TO INDEMNIFY THE COMPANY FOR ANY DAMAGES INCURRED BY THE CUSTOMER ARISING OUT OF OR RELATED TO OR RESULTING FROM RECORDS THAT THE COMPANY DOES NOT MAINTAIN WHILE THE CUSTOMER'S ACCOUNT IS DELINQUENT.

Limitation of Responsibility / Liability: The Company will be responsible for damages incurred by the Customer only to the extent that such damages are directly caused by the Company' actions or omissions. The Customer agrees that the Company is not liable for the Customer's failure to perform the Customer's responsibilities under this agreement, including following the recommendations and suggestions of the Company and maintaining best management practices. The Customer agrees that the Company's total liability for any one year of services provided under this Agreement for this Project will not exceed 50% of the amount billed to the Customer's failure to perform any of its responsibilities outlined above, or damages caused by the actions or inactions of any of the Customer's employees, agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier.

Waiver of Consequential Damages: The Company and the Customer waive any and all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- Damages incurred by the Company for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Assurance: The Customer agrees that, both at the beginning of the job and any other time at which the Company may request, the Customer will provide the Company assurance of the Customer's ability to pay for the Work, as well as A) if this is a private project, the information described in subparagraphs 1-5 of Texas Business & Commerce Code Section 56.054 (d), or B) if this is a public projects, the information described in subparagraphs 1-3 of Texas Business & Commerce Code Section 56.054 (e).

Limited Warranty: The Company will perform the Work in a manner consistent with the standard of care expected of a company performing such services in this geographical area at this time under these circumstances. The Company provides no other warranties, and the Customer agrees that all other warranties, express or implied, are excluded.

Disputes: The parties will attempt to resolve any disputes arising out of or relating to this Proposal or the resulting Agreement and/or the Work by a) direct discussions between the parties, followed by b) mediation. If disputes remain unresolved after



mediation, they will be resolved by arbitration, with the award of the arbitrator(s) binding pursuant to Texas Civil Practices and remedies Code Ch. 171. Mediation and/or arbitration will be conducted by the American Arbitration Association ("AAA") under their Construction Industry Rules in effect at the time that the dispute is first submitted to the AAA.

Insurance: The Company will carry its standard insurance, including general liability, auto liability, workers' compensation, and professional liability coverage.

No Third Party Beneficiary: Notwithstanding any provision of the Agreement, no other person or entity besides the Company and the Customer, whether or not mentioned in this Agreement or in the Work, is intended to be or will be considered to be a third party beneficiary of or entitled to assert any rights under this Agreement.

MUTUAL INDEMNITY: THE COMPANY AND THE CUSTOMER AGREE THAT EACH WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, OF EVERY KIND OR CHARACTER ("CLAIMS"), TO THE EXTENT THAT SUCH CLAIMS ARISE FROM DAMAGES CAUSED BY A) THE INDEMNIFYING PARTY, B) ANY OF THE INDEMNIFYING PARTY'S EMPLOYEES, REPRESENTATIVES, DESIGNERS, SUBCONTRACTORS, AND/OR SUPPLIERS AT ANY TIER, AND/OR C) ANY OTHER PARTY FOR WHOM THE INDEMNIFYING PARTY IS RESPONSIBLE.

THESE DUTIES EXTEND TO CLAIMS INCLUDING THOSE ARISING FROM PERSONAL INJURY, INCLUDING DEATH, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE, AND ECONOMIC LOSS.

THESE DUTIES EXTEND TO ALL CLAIMS THAT ARE BASED ON, IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF WORK AND/OR THE AGREEMENT.

THESE DUTIES ARE NOT LIMITED BY OR TO THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

#### APPROVED AS TO FORM AND SUBSTANCE:

	Infrastructure Construction Services
("Customer")	("Company")
Signature of the Customer Representative	Signature of the Company Representative
Printed Name of the Customer Representative	Printed Name of the Company Representative
Title of the Customer Representative	Title of the Company Representative
Date	Date



#### RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

#### Resolution Authorizing Increase and Establishing an Annual Limit on Fees of Office

The Board of Directors (the "Board") of River Plantation Municipal Utility District (the "District") met at the Board's regular meeting place on July 13, 2023, with a quorum of directors present, as follows:

> Julie Gilmer, President Timothy Goodman, Vice President Betty Brown, Secretary Karl Sakocius, Assistant Secretary Thomas Vandever, Treasurer

and the following director absent:

None

when the following business was transacted:

The resolution set out below was introduced and considered by the Board. It was then moved, seconded and unanimously carried that the following resolution be adopted:

WHEREAS, the District is a conservation and reclamation district and a political subdivision of the State of Texas created and operating pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution;

WHEREAS, Section 49.060(a), Texas Water Code, as amended by House Bill 2815 enacted by the 88th Legislature of the State of Texas ("HB 2815"), provides that a director is entitled to receive fees of office of not more than the amount of the per diem set by the Texas Ethics Commission for members of the legislature under Section 24a, Article III, Texas Constitution for each day the director actually spends performing the duties of a director, and that such fees of office may not exceed \$7,200 per annum;

WHEREAS, Section 49.060(a) defines "performing duties of a director" as substantive performance of the management or business of the District, including participation in Board and committee meetings and other activities involving the substantive deliberation of District business and in pertinent education programs and does not include routine or ministerial activities such as the execution of documents, self-preparation for meetings, or other activities requiring a minimal amount of time;

WHEREAS, Section 49.060(a-1), Texas Water Code, requires the Board to adopt a resolution setting a limit on the fees of office that a director may receive in a year, not to exceed \$7,200;

WHEREAS, Section 49.060(b), Texas Water Code, provides that each director is also entitled to receive reimbursement of actual expenses reasonably and necessarily incurred while engaging in activities on behalf of the District;

WHEREAS, Section 49.060(c), Texas Water Code, provides that in order to receive fees of office and reimbursement for expenses, each director shall file with the District a verified statement showing the number of days actually spent in the service of the District and a general description of the duties performed for each day of service;

WHEREAS, the District's procedure for reimbursement for expenses shall be set out in detail in the Code of Ethics;

WHEREAS, Section 49.060(e), Texas Water Code, provides that if the enactment of Section 49.060, Texas Water Code, results in an increase in the fees of office for directors of any district, that district's fees of office shall not increase unless the Board adopts a resolution authorizing payment of the higher fees; and

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WHEREAS, the Code Construction Act, Texas Gov't Code Section 311.027,

provides that a reference for any portion of a statute applies to all reenactments, revisions or amendments; and

WHEREAS, the amendment of Section 49.060 as it applies to the District will result in an increase of fees of office for directors of the District; and

WHEREAS, the Board desires to adopt this resolution authorizing payment of the increased fees of office and establishing an annual limit on the fees of office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RIVER PLANTATION MUNICIPAL UTILITY DISTRICT THAT:

<u>Section 1</u>: The Board hereby finds and determines that the matters and facts recited above are true and correct.

Section 2: The Board hereby authorizes payment of fees of office to District directors in the amounts of the per diem set by the Texas Ethics Commission for members of the Texas Legislature under Section 24a, Article III, Texas Constitution as authorized in Section 49.060(a), Texas Water Code for fees of office payable on or after the effective date of House Bill 2815 of the 88<sup>th</sup> Legislature.

<u>Section 3</u>: The District hereby sets an annual limit of \$7,200 on the fees of office that a director may receive. The District's fiscal year shall be used to account for this limit, in accordance with 30 Texas Administrative Code Section 293.97(a).

<u>Section 4</u>: The fees of office authorized in Section 2 above shall not be paid to a director unless that director has filed with the District a verified statement showing the number of days actually spent in the service of the District and a general description of the duties performed for each day of service. The Board hereby authorizes each director to file such

verified statements with the District's bookkeeper. Reimbursement of a director for actual expenses reasonably and necessarily incurred while engaging in engaging in activities on behalf of the District shall be made in accordance with the District's Code of Ethics.

PASSED and APPROVED this July 13, 2023

JULIE GILMER

President

ATTEST:

BETTY BROWN

Secretary

I, the undersigned secretary of the Board of Directors of River Plantation Municipal Utility District, hereby certify that the foregoing is a true and correct copy of the Resolution Authorizing Increase and Establishing an Annual Limit on Fees of Office adopted by said Board at its meeting of July 13, 2023, together with excerpts from the minutes of said Board's meeting on that date showing the adoption of said Resolution, as same appear of record in the official minutes of the Board, on file in the District's office.

I further certify that said meeting was open to the public, and that notice thereof was posted in compliance with the provisions of Tex. Gov't. Code Ann. § 551.001 et seq.

Witness my hand and the official seal of said District, this July 13, 2023.

Secretary

