

**ESCROW AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MONTGOMERY, TEXAS,**

**AND**

**Montgomery Independent School District**

**Dev. No. 2302**

THE STATE OF TEXAS                    ⊃

COUNTY OF MONTGOMERY            ⊃

This Escrow Agreement is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, 2023 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Montgomery Independent School District, (hereinafter called the "Developer").

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of a 15-acre tract, sometimes referred to as the Lincoln Elementary School Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

**AGREEMENT**

ARTICLE I

**SERVICES REQUIRED**

Section 1.01 The development of the Lincoln Elementary School Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

**FINANCING AND SERVICES**

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Administrative	\$500
City Engineer	\$3,000
Legal	\$500
<hr/>	
TOTAL	\$4,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the City until funds have been received.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a “Not to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating

circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

### ARTICLE III,

#### MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of

any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the

United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to:                             City Administrator  
  City of Montgomery  
  101 Old Plantersville Rd.  
  Montgomery, Texas 77356

If to Developer, to:                         Cody Boyd  
  Montgomery Independent School District  
  20774 Eva Street  
  Montgomery, Texas 77356

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06   This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07   This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By: \_\_\_\_\_  
Byron Sanford, Mayor

ATTEST:

By: \_\_\_\_\_  
Nici Browe, City Secretary

\_\_\_\_\_  
Developer

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

THE STATE OF TEXAS {

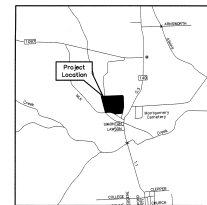
COUNTY OF \_\_\_\_\_ {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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





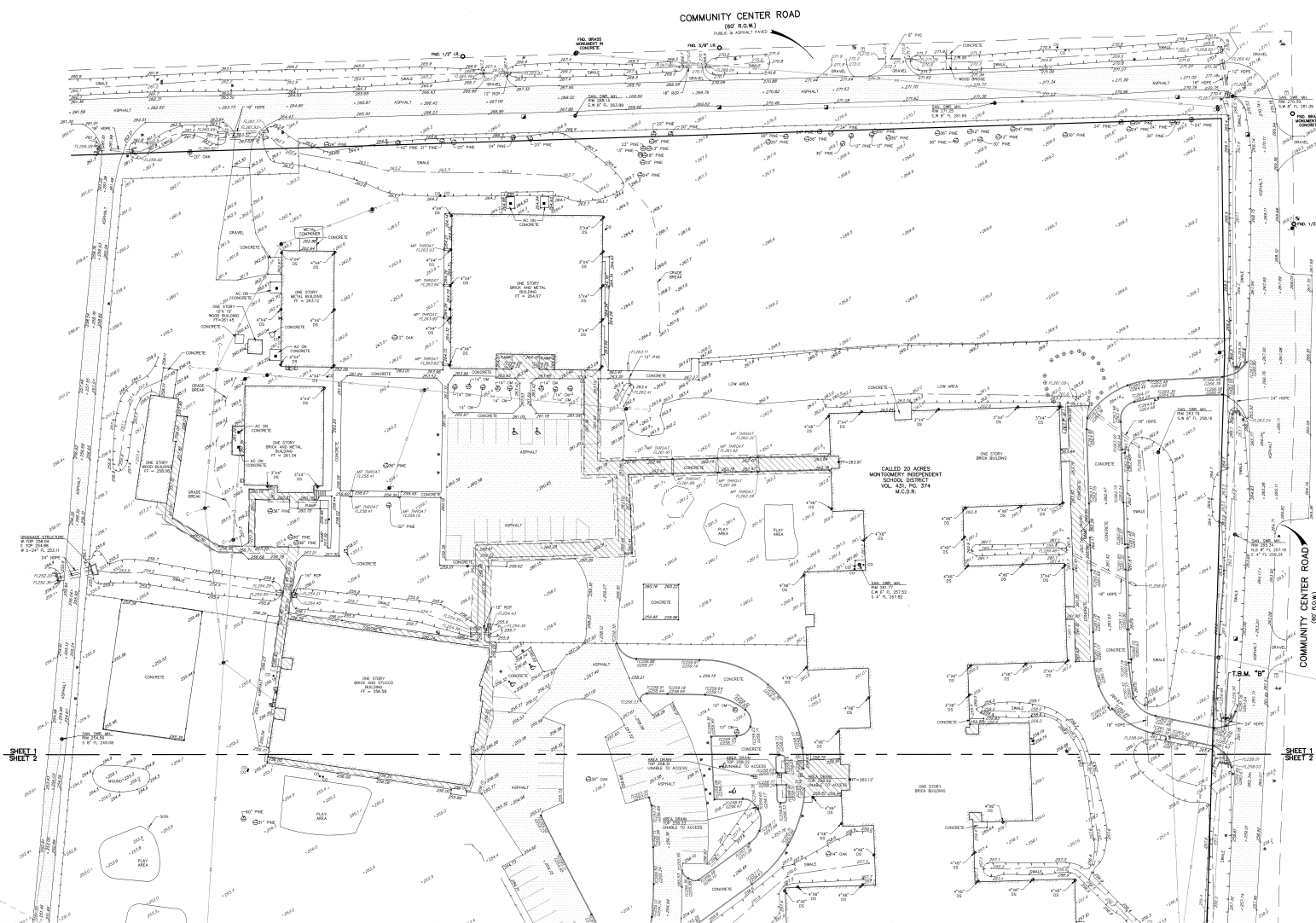
VICINITY MAP  
SCALE: 1" = 1/2 MI.

LEGEND

- |               |                        |
|---------------|------------------------|
| 100.00        | ELEVATION              |
| 1/8" = 1' 0"  | 1/8" OF CURB           |
| 1/16" = 1' 0" | GUTTER                 |
| 1" = 1' 0"    | PIPE                   |
| 1" = 1' 0"    | PLUMBING               |
| 1" = 1' 0"    | AREA VALET             |
| 1" = 1' 0"    | MANHOLE                |
| 1" = 1' 0"    | SAMPLE WELL            |
| 1" = 1' 0"    | CRAWL OUT              |
| 1" = 1' 0"    | ROLLWAY                |
| 1" = 1' 0"    | POWER POLE             |
| 1" = 1' 0"    | DOWN GUY               |
| 1" = 1' 0"    | FIRE HYDRANT           |
| 1" = 1' 0"    | WATER VALVE            |
| 1" = 1' 0"    | WATER METER            |
| 1" = 1' 0"    | SEWER VALVE            |
| 1" = 1' 0"    | SOAK                   |
| 1" = 1' 0"    | AREA LIGHT             |
| 1" = 1' 0"    | MALBOX                 |
| 1" = 1' 0"    | TELEPHONE ENCLOSURE    |
| 1" = 1' 0"    | TELEPHONE CABLE MARKER |
| 1" = 1' 0"    | WATER SPOUT            |
| 1" = 1' 0"    | TOP OF BANK            |
| 1" = 1' 0"    | DISE OF STONE          |
| 1" = 1' 0"    | CENTRELINE OF DITCH    |
| 1" = 1' 0"    | CHAIN LINK FENCE       |
| 1" = 1' 0"    | WOOD FENCE             |
| 1" = 1' 0"    | WOOD POST              |
| 1" = 1' 0"    | OVERHEAD ELECTRIC LINE |
| 1" = 1' 0"    | SWAYTAY BRUSH          |
| 1" = 1' 0"    | STORM SEWER            |
| 1" = 1' 0"    | OVERHANG/COVERED AREA  |
| 1" = 1' 0"    | GRAVEL                 |
| 1" = 1' 0"    | CONCRETE               |

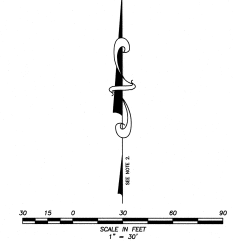
ABBREVIATIONS

- M.C.C.D. - MONTGOMERY COUNTY CLERK'S FILE  
M.C.D.R. - MONTGOMERY COUNTY DEED RECORDS  
L.S. - LANDSCAPE EASEMENT  
No. - NUMBER  
P. - PAGE  
S.P. - SQUARE FEET  
S.F. - SQUARE FEET  
SAN SW - SANITARY SEWER  
STM SW - STORM SEWER  
U.L. - UTILITY EASEMENT  
VOL. - VOLUME  
COM. - COMMUNITY CENTER  
M.F. - METAL FLATE  
C.M. - CREPE WHITE  
P.F. - FINISHED FLOOR  
F.O. - FOUNDATION  
C.F. - CLIFFED REINFORCED  
R.P. - RAIN PIPE  
H.W. - HYDRANT LIGHTING AND POWER  
S.W.B. - SOUTHWESTERN BELL TELEPHONE  
T.E.M. - TEMPORARY BENCHMARK  
A.L. - ALUMINUM  
A.C. - AIR-CONDITIONING UNIT  
UTCS - UNABLE TO LOCATE CONNECTING STRUCTURE



FLOOD STATEMENT: THE SURVEYOR HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, COMMUNITY PLAN, REVISED DATE AUGUST 12, 2024, MAP AND PANEL NO. AND THE RECORDS AND THAT MAP INDICATES THAT THIS TRACT IS WITHIN THE FOLLOWING ZONE:  
**ZONE "A"**  
AREAS DEEMED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD.  
**ZONE "A"**  
AREAS OF 2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AREAS OF LOWER ELEVATION THAN 1% FLOOD OR WITH CHANGES IN FLOOD DEPTH; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.  
**ZONE "AE"**  
SPECIAL FLOOD HAZARD AREAS SUBJECT TO PALMARETTA AND/OR OTHER FLOODING CAUSED BY PROXIMITY TO WATERBODIES OR TO TIDEWATER OR TO PROXIMITY TO A COASTAL BARRIER BEACH. THIS AREA IS SUBJECT TO FLOODING BY 1% ANNUAL CHANCE FLOOD, AND THE FLOOD ELEVATION IS THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.  
**FLOODWAY AREAS IN ZONE "AE"**  
THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. NEITHER THIS SITE NOR THE PROPERTY ARE SUBJECT TO FLOODING CAUSED BY TIDEWATER OR PROXIMITY TO A COASTAL BARRIER BEACH. THIS DETERMINATION IS NOT MADE BY THE SURVEYOR AND/OR THE STRUCTURAL ENGINEER. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO VERIFY THAT THE PROPERTY IS NOT SUBJECT TO FLOODING BY TIDEWATER OR PROXIMITY TO A COASTAL BARRIER BEACH. THIS DETERMINATION IS NOT MADE BY THE SURVEYOR AND/OR THE STRUCTURAL ENGINEER. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO VERIFY THAT THE PROPERTY IS NOT SUBJECT TO FLOODING BY TIDEWATER OR PROXIMITY TO A COASTAL BARRIER BEACH. THIS DETERMINATION IS NOT MADE BY THE SURVEYOR AND/OR THE STRUCTURAL ENGINEER. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO VERIFY THAT THE PROPERTY IS NOT SUBJECT TO FLOODING BY TIDEWATER OR PROXIMITY TO A COASTAL BARRIER BEACH. THIS DETERMINATION IS NOT MADE BY THE SURVEYOR AND/OR THE STRUCTURAL ENGINEER. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO VERIFY THAT THE PROPERTY IS NOT SUBJECT TO FLOODING BY TIDEWATER OR PROXIMITY TO A COASTAL BARRIER BEACH.

- BENCHMARK**      **ELEV. 212.40'**  
1635 MONTGOMERY HOLLOW (LAPARIS) BEING A STAINLESS STEEL ROD IN SILEX WITH AN ACCESS COP STAMPED "2024" BY AT THE END OF THE CONCRETE. (SEE APPROXIMATELY 8' EAST OF A CHAIN LINK FENCE AND 3' NORTH OF A HISTORICAL SIGN) (MAY 08)  
**TEMPORARY BENCHMARK (T.B.M.) "A" ELEV. 248.86'**  
ONE 1" DIA. CONCRETE BENCHMARK ABOVE THE EAST END OF A 2-1/4" DIAMETER CONCRETE PIPE ALONG THE NORTHERLY SIDE OF OIL MARVIN CULVERT WITH A POWER POLE AS SHOWN ON SHEET 1 (MAY 08)  
**TEMPORARY BENCHMARK (T.B.M.) "B" ELEV. 262.59'**  
ONE 1" DIA. CONCRETE BENCHMARK ABOVE THE EAST END OF A 2-1/4" DIAMETER CONCRETE PIPE ALONG THE SOUTHERLY SIDE OF OIL MARVIN CULVERT WITH A POWER POLE AS SHOWN ON SHEET 1 (MAY 08)



**NOTES**

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR ETTBACKS AFFECTING THE SUBJECT PROPERTY. THERE ARE NO ADDITIONAL EASEMENTS, RESTRICTIONS OR OTHER MATTERS OF RECORD AFFECTING THE SURVEYED PROPERTY NOT SHOWN HEREON.
- THE DIRECTION OF THE NORTH ARROW SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
- ONLY THOSE IMPROVEMENTS THAT WERE EVIDENT FROM A VISUAL INSPECTION OF THE PROPERTY ARE SHOWN ON THIS SURVEY.
- ANY UTILITY LINES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVED EVIDENCE. THE SURVEYOR CAN NOT ATTEST TO THE EXACT LOCATION OF UNDERGROUND LINES SHOWN HEREON. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE INDEPENDENTLY VERIFIED PRIOR TO CONSTRUCTION. ANY UNDERGROUND UTILITIES SHOULD BE INDEPENDENTLY VERIFIED PRIOR TO CONSTRUCTION.
- THE TREE SPECIES AND SIZES SHOWN HEREON HAVE BEEN IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE. THE SURVEYOR CAN NOT CERTIFY, NOR ATTEST, TO THE ACCURACY OF THESE NOTATIONS IF CERTIFICATION OF THIS INFORMATION IS REQUIRED. PLEASE CONTACT A LICENSED URBAN FORESTER OR ARBORIST FOR CONFIRMATION.

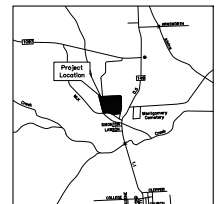
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT COMPELTY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY.

MICHAEL HALL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 27828

TOPOGRAPHIC SURVEY  
LINCOLN ELEMENTARY SCHOOL  
MONTGOMERY INDEPENDENT SCHOOL DISTRICT  
THE  
BENJAMIN RIGSBY SURVEY  
ABSTRACT NO. 31  
700 DR. MARTIN LUTHER KING, JR. DRIVE, MONTGOMERY,  
MONTGOMERY COUNTY, TEXAS 77336

DATE: 10/02/22	10000 WESTFORD DRIVE, SUITE #800 HOUSTON, TEXAS 77064 PH: 281-858-9181
SCALE: 1" = 30'	
BOOK NO.:	
DRAWN BY: SL	
CHECKED BY: MJK	
PROJECT NO.:	
CS 22179	
DRAWING NO.:	
1 OF 2	

**Civil-Surv**  
Land Surveying, LLC  
198128 N. 104.360  
Encl. 1/2024-03-27-10:46 AM



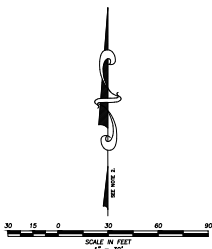
**LEGEND**

▲	ELEVATION
○	TOP OF CURB
○	GUTTER
○	FIN
○	FLOWLINE
○	AREA MEET
○	MANHOLE
○	SAMPLE WELL
○	CLEAN OUT
○	BELLMAN
○	POWER POLE
○	DOWN GUY
○	FIRE HYDRANT
○	WATER VALVE
○	IRON METRE
○	BLOWOFF VALVE
○	SOIL
○	AREA LIGHT
○	MAJOR
○	TELEPHONE ENCLOSURE
○	TELEPHONE CABLE MARKER
○	ONE METRE
○	ELECTRIC BOX
○	IRRIGATION CONTROL VALVE
○	WATER SPROUT
○	TOP OF BANK
○	TIE OF DITCH
○	CONTINUATION OF DITCH
○	CHAIN LINK FENCE
○	WOODPOST/RAIL FENCE
○	WOOD FENCE
○	OVERHEAD ELECTRIC LINE
○	SANITARY SEWER
○	STORM SEWER
○	CORNER/COVERED AREA
○	CONCRETE
○	ASPHALT

**ABBREVIATIONS**

M.C.C.F.	MONTGOMERY COUNTY CLERK'S FILE
M.C.E.R.	MONTGOMERY COUNTY DEED RECORDS
L.E.	LANDSCAPE EXEMPTION
N.C.	NATURAL CURB
P.C.	PLAT
M.C.P.	RIGHT OF WAY
SAN. SEW.	SANITARY SEWER
STN.	STATION
U.E.	UTILITY EXAMINATION
VOL.	VOLUME
CS	CORNERPOINT
ME	METAL PLATE
FT	FRESH FLOOR
IND.	INDEX
IA	IRON ROD
C.P.	CAPPED IRON ROD
IP	IRON PIPE
S.L.P.	STEEL LIGHTING AND POWER
S.L.B.	STEEL LIGHTING AND POWER
T.B.M.	TEMPORARY BENCHMARK
FL	FLOWLINE
AC	AIR CONDITIONING LINE
UTILES	UNABLE TO LOCATE, CONNECTING STRUCTURE

- NOTES**
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. WITH RESPECT TO ANY RECORDS EXEMPTIONS, RIGHTS-OF-WAY OR EASEMENTS AFFECTING THE SUBJECT PROPERTY, THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD AFFECTING THE SOMEWHAT PROPERTY NOT SHOWN HEREON.
  2. THE DIRECTION OF THE NORTH ARROW SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, ESTABLISHED.
  3. ONLY THOSE IMPROVEMENTS THAT WERE EVIDENT FROM A VISUAL INSPECTION OF THE PROPERTY ARE SHOWN ON THIS SURVEY.
  4. ANY UTILITY LINES SHOWN HEREON ARE BASED UPON ABOVE GROUND OBSERVED EVIDENCE. THE SURVEYOR CAN NOT ATTEST TO THE EXACT LOCATION OF UNDERGROUND LINES SHOWN HEREON. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE INDEPENDENTLY VERIFIED PRIOR TO COMMENCING ANY UNDERGROUND CONSTRUCTION.
  5. THE TREE SPECIES AND SIZES SHOWN HEREON HAVE BEEN IDENTIFIED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE. THE SURVEYOR CAN NOT GIVE ANY ATTEST TO THE ACCURACY OF THESE NOTATIONS. IF CERTIFICATION OF THIS INFORMATION IS REQUIRED, PLEASE CONTACT A LICENSED URBAN FORESTER OR ARBORIST FOR CONFIRMATION.



**BENCHMARK** ELEV. 212.40'  
THIS MONUMENT HODD BY (A)AS) BEING A STAINLESS STEEL ROD IN SLEEVE WITH AN ARROW CUT GRATED "HODD BY" AT THE END OF THE CONCRE SHA APPROXIMATELY 12" WEST OF A CHAIN LINK FENCE AND 0" NORTH OF A METEORICAL SIGN (DAVID 88)

**TEMPORARY BENCHMARK (T.B.M.) "A" ELEV. 248.86'**  
ROW CUT ON CONCRETE REINFORC ABOVE THE EAST END OF A 24" REINFORCED CONCRETE FEE ALONG THE NORTHERN SIDE OF DR. MARTIN LUTHER KING, JR. DRIVE APPROXIMATELY NORTHWEST OF A SANITARY SEWER MANHOLE, AS SHOWN ON SHEET 2.

**TEMPORARY BENCHMARK (T.B.M.) "B" ELEV. 262.50'**  
ROW CUT ON CONCRETE REINFORC ABOVE 2-24" REINFORCED CONCRETE APES ALONG THE WESTERN SIDE OF COMMUNITY CENTER ROAD APPROXIMATELY 30' SOUTH OF A MANHOLE, AS SHOWN ON SHEET 1.

**FLOOD STATEMENT:** THE SURVEYOR HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, COUNTY NO. 45, REVISED DATE: AUGUST 18, 2004, MAP AND PANEL NO. 450200000, AND THAT MAP INDICATES THAT THIS TRACT IS WITHIN THE FOLLOWING ZONES:

**ZONE "0"**  
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

**ZONE "X" SHAD**  
AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEASES FROM THE ANNUAL CHANCE FLOOD.

**ZONE "X"**  
SPECIAL FLOOD HAZARD AREAS SUBJECT TO REGULATION BY THE 1% ANNUAL CHANCE FLOOD EXCEPT FOR THE ANNUAL CHANCE FLOOD (100-YEAR FLOOD) ALSO SHOWN AS THE BASE FLOOD. IN THE FLOOD YEAR, THE SPECIAL FLOOD HAZARD AREAS ARE SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, THE BASE FLOOD, ELEVATION OF THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.

**FLOODWAY AREAS IN ZONE "X"**  
THIS DETERMINATION HAS BEEN MADE BY LOCATING THE PROPERTY ON THE ABOVE REFERENCED MAP AND IS NOT THE RESULT OF AN ELEVATION SURVEY. WARNING: IF THIS SITE IS NOT WITHIN AN ELEVATED FLOODWAY HAZARD AREA, THIS STATEMENT DOES NOT MEAN THAT THE PROPERTY OWNER WILL NOT BE SUBJECT TO FLOODING. FLOODWAY AREAS OF FLOOD HAZARD TO ADJACENT PROPERTIES THROUGH WALLS OR FENCES OR FLOOD HAZARD TO ADJACENT PROPERTIES THROUGH WALLS OR FENCES FROM FLOODWAY AREAS SHOWN AS INDICATED BY AREAS OF REGULATION AND ARE THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**TOPOGRAPHIC SURVEY**  
OF  
**LINCOLN ELEMENTARY SCHOOL**  
**MONTGOMERY INDEPENDENT SCHOOL**  
**DISTRICT**  
IN THE  
**BENJAMIN RIGSBY SURVEY**  
**ABSTRACT NO. 51**  
700 DR. MARTIN LUTHER KING, JR. DRIVE, MONTGOMERY,  
MONTGOMERY COUNTY, TEXAS 77380

DATE: 10/20/22  
SCALE: 1" = 50'  
BOOK NO.:  
DRAWN BY: SL  
CHECKED BY: N/A  
PROJECT NO.:  
CS 22179  
DRAWING NO.:  
2 OF 2

15800 WESTPINE AVE., SUITE 400  
HOUSTON, TEXAS 77042  
PH: (713) 634-1944

**Civil-Surv**  
Land Surveying, LLC

PH: (281) 460-0000  
Email: info@civilsurv.com