

Justine Cherne

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**To:** Justine Cherne; 'Ann Werlein'; 'Bronsell Mandi (E-mail)'; 'D'Neal Brown'; 'Evans-Smith Felicia (E-mail)'; 'Hegemier Jesse (E-mail)'; 'Johnson Laura (E-mail)'; 'Judge Hebert'; 'McCarver Jean (E-mail)'; 'Meyers Andy (E-mail)'; 'Ospina Donna (E-mail)'; 'Patterson James (E-mail)'; 'Prestage Grady (E-mail)'; 'Robin Vrana'; 'richard.morrison@co.fort-bend.tx.us'; 'Sue Brock'; 'gubbepam@co.fort-bend.tx.us'; 'rodgeher@co.fort-bend.tx.us'; 'Cordes Jr., Roy L. (corderoy@co.fort-bend.tx.us)'; 'harrisli@co.fort-bend.tx.us'; 'gutierm@co.fort-bend.tx.us'; 'chingjen@co.fort-bend.tx.us'; 'Reveles, Mary (revelmar@co.fort-bend.tx.us)'

**Cc:** 'Bill Jameson (billj@wjinterests.com)'; 'Mike Stone (mikestone@cpmguru.com)'; 'Arroyave Bob (barroyave@browngay.com)'; 'Gary Gehbauer (ggehbauer@browngay.com)'; 'Cliff Kavanaugh (ckavanaugh@firstsw.com)'; Joe B. Allen; Rich Muller; Tina Tobias; 'batallas@hartmannews.com'; 'Jim Condrey (E-mail)'; 'Sturdivant K (E-mail)'; 'james.harris@publicans.com'; 'Graham PE, Glenn D (PBS&J).EML (gdgraham@pbsj.com)'; 'Logsdon, Pamela (pmlogsdon@sbcglobal.net)'; 'ccotter@browngay.com'; 'Spackman P.E., James (Jim) (jspackman@ljaengineering.com)'; 'Fields, Richard A. (richard.fields@aguirre-fields.com)'; 'jimenmel@co.fort-bend.tx.us'; 'vaughjas@co.fort-bend.tx.us'; 'chadessex@cpmguru.com'; Cindy Acree; 'mbrannen@browngay.com'; 'Terrell, Cliff (terrellc@wcjc.edu)'; 'Terrell, Cliff (cliffterrell@yahoo.com)'; 'Howard, Olen D.'; 'Rencher, Charles (cgrencher@comcast.net)'; mhess@newfirst.com; McFarland, Charles (cmcfarland@jmmllp.com); Alia Vinson; stevenstone@cpmguru.com

**Subject:** RE: Fort Bend County Toll Road Authority Agenda Item Request

May 2, 2011

Dear Judge and Commissioners:


The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed the following item at their regular meeting held on April 20, 2011, and makes the following recommendation to Commissioners Court:

1. Approval of Drainage and Utility Easements for Parcel Nos. 50-E, 51-E, and 48-E Parts 1 and 2, for Fort Bend Parkway Project B.

Copies of the easements are attached. Please place this item for consideration by Commissioners Court on the agenda for the meeting scheduled on May 10, 2011.

As always, if you should have any questions regarding this matter, please don't hesitate to contact any member of the Board of Directors or the Authority's consultants.

Very truly yours,



Alia Vinson  
Allen Boone Humphries Robinson LLP  
713-860-6449

**DRAINAGE AND UTILITY EASEMENT**  
**(0.374 Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF FORT BEND               §

That **SIENNA/JOHNSON NORTH, L.P.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY TOLL ROAD AUTHORITY**, a local government corporation of the State of Texas ("Grantee"), its successors and assigns, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for drainage and utility purposes, including, without limitation, the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of roadway embankment and drainage facilities and underground water, sanitary sewer and storm water utilities, and all related connections and appurtenances (collectively, the "Facilities"), as Grantee may from time to time require, across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, described by metes and bounds and shown in **Exhibit A** attached hereto (the "Easement Tract"), together with ingress and egress to and from the Easement Tract and Grantee's roadway facilities located or to be located immediately adjacent to the Easement Tract.

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in such activities as may be reasonably necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, shrubbery, growth, and other obstructions from the Easement Tract, and the right to bring and operate such equipment thereon as may be reasonably necessary, requisite, convenient or appropriate to effectuate the purposes for which the Easement is granted. Subject to the limitations set forth herein, Grantee will, at all times after doing any work in connection with the Easement, restore the Easement Tract as nearly as reasonably practicable to its condition prior to the undertaking of such work, provided, however, that in connection with such restoration activities, Grantee, its

successors or assigns, shall not be obligated to replace or restore any trees, growth, shrubbery, improvements, and other natural and non-natural obstructions that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Notwithstanding the above, if Grantee damages or removes any existing irrigation lines or landscaping located within the Easement Tract as of the execution date of this Easement, Grantee shall repair or replace the irrigation lines and/or landscaping at Grantee's cost within 45 days of the completion of the construction of the Facilities.

Subject to the limitations hereinafter set forth, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes that do not interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee, its successors and assigns, for the purposes set forth herein. Specifically, Grantor may construct or locate upon or across the surface of the Easement Tract landscaping, irrigation systems, and sidewalks. Prior to any use of the Easement Tract, or construction of improvements thereon, Grantor, and Grantor's successors and assigns, shall obtain written consent of Grantee, its successors and assigns, which shall not be unreasonably withheld, delayed, or conditioned. If Grantee, its successors and assigns, approves any such construction, placement, or installation by Grantor, its successors and assigns, Grantee will use its best efforts to avoid damaging the same; provided, however, Grantee, its successors and assigns, shall have no obligation to restore any damage to such construction, placement, or installation caused by Grantee's use of the Easement Tract or otherwise, and shall have no liability to Grantor or Grantor's successors and assigns therefor, except in the case when Grantee's gross negligence or intentional misconduct was the cause of the damage. Notwithstanding anything to the contrary herein, Grantor acknowledges and agrees that Grantee's rights to use the Easement Tract for the purposes set forth herein are and shall remain superior to the rights retained by Grantor hereunder to use the surface of the Easement Tract.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use of the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances").

TO HAVE AND TO HOLD, subject to the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto said Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns

Neither party's failure to insist on strict performance in any part of this Drainage and Utility Easement shall be construed as a waiver of the performance in any other instance.

This Drainage and Utility Easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

*[Signature pages follow this page.]*

EXECUTED this 25 day of April, 2011.

SIENNA/ JOHNSON NORTH, L.P., a Texas limited partnership

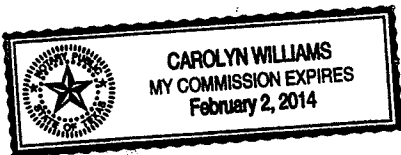
By: SIENNA/JOHNSON NORTH GP, L.L.C., its sole general partner

By: Michael J. Smith  
Michael J. Smith  
Vice President/General Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on the 25 day of April, 2011, by Michael J. Smith, Vice President/General Manager of Sienna/Johnson North GP, L.L.C., a Texas limited liability company, the sole general partner of SIENNA/JOHNSON NORTH, L.P., a Texas limited partnership, on behalf of said limited partnership and said limited liability company.

(NOTARY SEAL)



Carolyn Williams  
Notary Public in and for the State of Texas

AGREED TO AND ACCEPTED this 20<sup>th</sup> day of April, 2011.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

By: [Signature]

Name: James D. Condrey

Title: Chairman, Board of Directors

ATTEST:

By: [Signature]

Name: CHARLES RENCHEN

Title: Secretary, Board of Directors

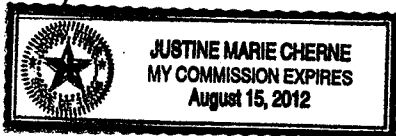


(SEAL)

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2011, by James D. Condrey, as Chairman, and Charles Renchen, as Secretary, of the Board of Directors of FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation of the State of Texas, on behalf of said Authority.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas

**Attachment:**

**Exhibit A - Legal description of Parcel No. 50-E**

**After recording, return to Yvonne Onak, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027**

EXHIBIT A

February 3, 2010  
LJA Job No. 1728-0004

PARCEL NO. 50 - E  
DRAINAGE AND UTILITY EASEMENT  
FORT BEND PARKWAY SEGMENT "B"

All that certain tract or parcel containing 0.374 acre (16,306 square feet) of land in the Moses Shipman League, A-86, Fort Bend County, Texas, being part of those certain tract called 715.9086 acres, 3.3533 acres, 4.0396 acres and 21.7831 acres all conveyed to Sienna/Johnson North, L.P., by an instrument of record in File No. 2000029469 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone, (NAD 83), all coordinates and distances are surface and may be converted to grid by multiplying by the combined adjustment factor of 0.9998657;

COMMENCING for reference at a 5/8 inch iron rod found marking the easterly northeast corner of said 715.9086 acre tract, same being the southeast corner of Oyster Creek Farms, an unrecorded subdivision, the southeast corner of that certain tract called 1.500 acres conveyed to James R. Seymour, et ux, by an instrument of record in Volume 2143, Page 1587 of the F.B.C.O.R. and on the west right-of-way line of McKeever Road, 60.0 feet wide;

Thence South 25° 00' 24" East, 1812.87 feet, departing said Oyster Creek Farms and said 1.500 acre tract, partly with the east line of said 715.9086 acre tract, partly with the west right-of-way line of McKeever Road and partly with the west line of said 3.3533 acre tract to a point;

Thence North 64° 59' 36" East, 400.24 feet departing said east and west lines to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for the POINT OF BEGINNING of the herein described tract, same being on the easterly line of the aforesaid 21.7831 acre tract, and on the westerly right-of-way line of Sienna Parkway, 140.0 feet wide at this point and having surface coordinates of X = 3,070,681.31 and Y = 13,758,589.12;

Thence South 10° 03' 55" West, 50.00 feet with said easterly and westerly lines to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence South 21° 22' 19" West, 101.98 feet departing said easterly and westerly lines to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

0.374 Acre

February 3, 2010  
Job No. 1728-0004

Thence South  $21^{\circ} 22' 19''$  West, 101.98 feet departing said easterly and westerly lines to a  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence South  $10^{\circ} 03' 55''$  West, 197.80 feet to a  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner, the beginning of a curve;

Thence 406.02 feet along the arc of a curve to the left, having a central angle of  $22^{\circ} 22' 06''$ , a radius of 1040.00 feet and chord which bears South  $01^{\circ} 07' 08''$  East, 403.44 feet to a  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner

Thence South  $36^{\circ} 46' 44''$  West, 24.11 feet to a  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence North  $15^{\circ} 04' 27''$  West, 95.92 feet to a  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner on the arc of a curve whose center bears North  $83^{\circ} 22' 52''$  East;

Thence 323.20 feet along the arc of a non-tangent curve to the right, having a central angle of  $16^{\circ} 42' 10''$ , a radius of 1108.68 feet and a chord which bears North  $01^{\circ} 43' 57''$  East, 322.06 feet to a  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence North  $10^{\circ} 03' 55''$  East, 259.62 feet to  $5/8$  inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence North  $31^{\circ} 52' 00''$  East, 107.70 feet to the POINT OF BEGINNING and containing 0.374 acre (16,306 square feet) of land.

0.374 Acre

February 3, 2010  
Job No. 1728-0004

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON AND THE ACCOMPANYING PLAT OF EVEN DATE REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

*Keith W. Monroe* 2-3-2010

KEITH W. MONROE, R.P.L.S.      DATE  
TEXAS REGISTRATION NO. 4797  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703  
PHONE: 713-953-5200



MOSES SHIPMAN LEAGUE A-86

OYSTER CREEK FARMS  
(UNRECORDED SUBDIVISION)

CALLLED 1,500 ACRES  
JAMES R. SETMDUR, ET UX  
VOL. 2149 PG. 1587  
F.B.C.O.R.

POB.  
PARCEL 50E  
F.M. 5/27/10

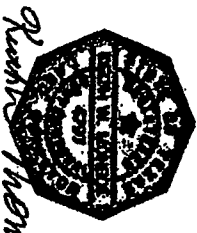
MCKEEVER ROAD  
(60' ROW)

CALLLED 7.15, 9046 ACRES.  
SIENNA/JOHNSON, NORTH, L.P.,  
(TRACT 1)  
F. FILE NO. 2000029469  
F.B.C.O.R.

PARENT TRACT INSET  
PARCEL 50-E  
(INTS)

CALLLED 215.091 ACRES  
(PART 3)  
DEWALT LAND LIMITED  
F. FILE NO. 978,1306  
F.B.C.O.R.

Parcel 50-E  
0.314 AC. (16,306 S.F.)



PARCEL 50-E

SHEET 1 OF 3

SIENNA PARKWAY

POB.  
PARCEL 50E  
X-3107058151  
Y-1375858912

CALLLED 93, 9023 AC'S  
(TRACT VI)  
SIENNA/JOHNSON, NORTH, L.P.,  
F. FILE NO. 2000029469  
F.B.C.O.R.

CALLLED 70,727 ACRES  
DEWALT LAND LIMITED  
F. FILE NO. 978,1306  
F.B.C.O.R.

PARCEL PLAT  
SHOWING PROPERTY OF  
SIENNA / JOHNSON  
NORTH, L.P.

FORT BEND PARKWAY, SEGMENT B  
FORT BEND COUNTY, TEXAS  
LIA ENGINEERING & SURVEYING, INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703 PHONE: 713-953-5200  
FEBRUARY 2010  
SCALE: 1" = 50'

PROJECT NO. 1728-0004-002

NOTES:  
1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED FEBRUARY 3, 2010.  
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83), WITH CORRECTIONS FOR EARTH CURVATURE, REFRACTION, AND SLOPE. DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE DIFFERENT FROM DISTANCES AND COORDINATES SHOWN ON A PLAN. ADJUSTMENT FACTOR IS 0.9998631.  
3. FOUND 5/8" IRON ROD (Unless otherwise noted) SET 5/8" IRON ROD WITH "LIA-ENG" CAP.



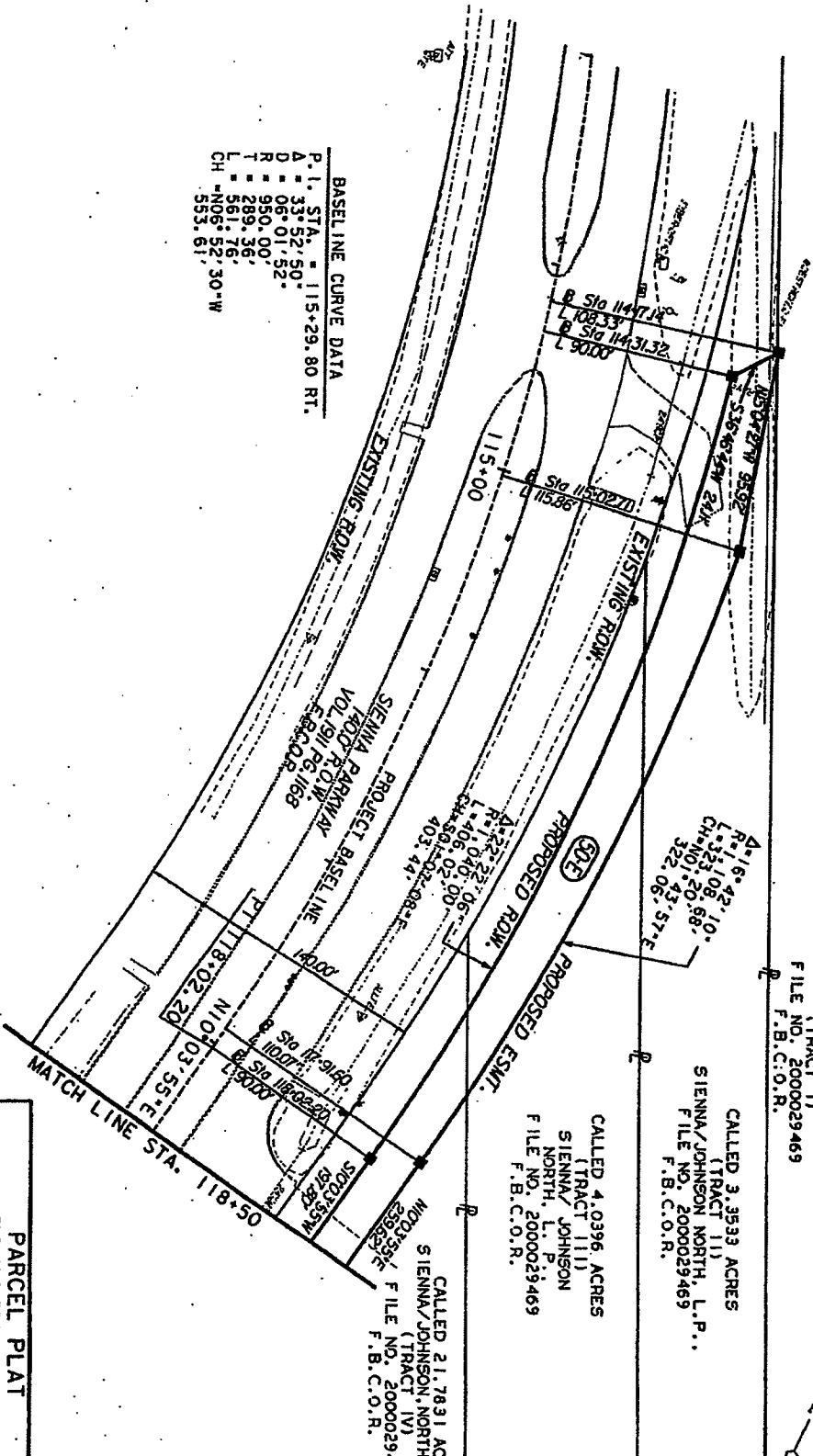
MOSES SHIPMAN LEAGUE A-86

CALLLED 715.9086 ACRES  
SIENNA/JOHNSON, NORTH, L.P.,  
(TRACT I)  
FILE NO. 2000029469  
F.B.C.O.R.

CALLLED 3.3533 ACRES  
(TRACT II)  
SIENNA/JOHNSON, NORTH, L.P.,  
FILE NO. 2000029469  
F.B.C.O.R.

CALLLED 4.0396 ACRES  
(TRACT III)  
SIENNA/JOHNSON  
NORTH, L.P.  
FILE NO. 2000029469  
F.B.C.O.R.

CALLLED 21.7831 ACRES  
SIENNA/JOHNSON, NORTH, L.P.,  
(TRACT IV)  
FILE NO. 2000029469  
F.B.C.O.R.



BASELINE CURVE DATA

P.I. STA.	= 115+29.80 RT.
A	= 33°52'50"
D	= 06°01'52"
R	= 950.00'
T	= 289.36'
L	= 561.76'
CH	= N06°52'30"W
	553.61'

- NOTES:
1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED FEBRUARY 3, 2010.
  2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83), WITH ADJUSTMENTS GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN COMBINED AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.998857.

PARCEL 50-E

SHEET 3 OF 3

PARCEL PLAT  
SHOWING PROPERTY OF  
SIENNA / JOHNSON  
NORTH, L.P.

FORT BEND COUNTY, SEGMENT B  
LJA ENGINEERING & SURVEYING, INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703 PHONE: 713-953-5200  
FEBRUARY 2010  
SCALE: 1" = 50'

PROJECT NO. 1728-0004-002

**DRAINAGE AND UTILITY EASEMENT**  
**(0.621 Acre and 0.195 Acre)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF FORT BEND               §

That **SIENNA/JOHNSON NORTH, L.P.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY TOLL ROAD AUTHORITY**, a local government corporation of the State of Texas ("Grantee"), its successors and assigns, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for drainage and utility purposes, including, without limitation, the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of roadway embankment and drainage facilities and underground water, sanitary sewer and storm water utilities, and all related connections and appurtenances (collectively, the "Facilities"), as Grantee may from time to time require, across, along, under, over, upon and through those certain tracts of land located in Fort Bend County, Texas, described by metes and bounds and shown in **Exhibits A and B** attached hereto (collectively, the "Easement Tracts"), together with ingress and egress to and from the Easement Tracts and Grantee's roadway facilities located or to be located immediately adjacent to the Easement Tracts.

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tracts, and may enter upon the Easement Tracts to engage in such activities as may be reasonably necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, shrubbery, growth, and other obstructions from the Easement Tracts, and the right to bring and operate such equipment thereon as may be reasonably necessary, requisite, convenient or appropriate to effectuate the purposes for which the Easement is granted. Subject to the limitations set forth herein, Grantee will, at all times after doing any work in connection with the Easement, restore the Easement Tracts as nearly as reasonably practicable to their condition prior to the undertaking of such work,

provided, however, that in connection with such restoration activities, Grantee, its successors or assigns, shall not be obligated to replace or restore any trees, growth, shrubbery, improvements, and other natural and non-natural obstructions that interfere with Grantee's use of the Easement Tracts for the purposes set forth herein. Notwithstanding the above, if Grantee damages or removes any existing irrigation lines or landscaping located within the Easement Tract as of the execution date of this Easement, Grantee shall repair or replace the irrigation lines and/or landscaping at Grantee's cost within 45 days of the completion of the construction of the Facilities.

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*[Signature pages follow this page.]*

EXECUTED this 25 day of April, 2011.

SIENNA/ JOHNSON NORTH, L.P., a Texas limited partnership

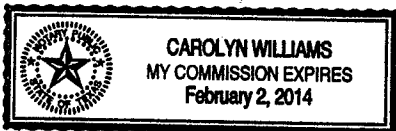
By: SIENNA/JOHNSON NORTH GP, L.L.C., its sole general partner

By: Michael J. Smith  
Michael J. Smith  
Vice President/General Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the 25 day of April, 2011, by Michael J. Smith, Vice President/General Manager of Sienna/Johnson North GP, L.L.C., a Texas limited liability company, the sole general partner of SIENNA/JOHNSON NORTH, L.P., a Texas limited partnership, on behalf of said limited partnership and said limited liability company.

(NOTARY SEAL)



Carolyn Williams  
Notary Public in and for the State of Texas

AGREED TO AND ACCEPTED this 20th day of April, 2011.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

By: [Signature]

Name: James D. Condrey

Title: Chairman, Board of Directors

ATTEST:

By: [Signature]

Name: CHARLES RENCHER

Title: Secretary, Board of Directors



(SEAL)

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on this 2nd day of May, 2011, by James D. Condrey, as Chairman, and Charles Rencher, as Secretary, of the Board of Directors of FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation of the State of Texas, on behalf of said Authority.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas

**Attachments:**

- Exhibit A - Legal description of Parcel No. 48-E Part 1
- Exhibit B - Legal description of Parcel No. 48-E Part 2

After recording, return to Yvonne Onak, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

EXHIBIT A

February 3, 2010  
LJA Job No. 1728-0004

PARCEL NO. 48 - E PART 1  
DRAINAGE AND UTILITY EASEMENT  
FORT BEND PARKWAY SEGMENT "B"

All that certain tract or parcel containing 0.621 acre (27,047 square feet) of land in the Moses Shipman League, A-86, Fort Bend County, Texas, being part of the residue of that certain tract called 93.9023 acres conveyed to Sienna/Johnson North, L.P. by an instrument of record in File No. 2000029469 of the Official Records of said Fort Bend County (F.B.C.O.R.) and being more particularly described by metes and bounds as follows, all bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83), all coordinates and distances are surface and may be converted to grid by multiplying by the combined adjustment factor of 0.9998657:

COMMENCING for reference at a 5/8 inch iron rod found marking the easterly northeast corner of that certain tract called 715.9086 acres conveyed to Sienna/Johnson North, L.P., by an instrument of record in File No. 2000029469 of the F.B.C.O.R., same being the southeast corner of Oyster Creek Farms, an unrecorded subdivision, the southeast corner of that certain tract called 1.500 acres conveyed to James R. Seymour, et ux, by an instrument of record in Volume 2143, Page 1587 of the F.B.C.O.R. and on the West right-of-way line of McKeever Road, 60.0 feet wide;

Thence South 25° 00' 24" East, 2,559.54 feet departing said Oyster Creek Farms and said 1.500 acre tract, partly with the east line of said 715.9086 acre tract, partly with the west right-of-way line of McKeever Road and partly with the west line of that certain tract called 3.3533 acres conveyed to Sienna/Johnson North, L.P., in said File No. 2000029469 to a point;

Thence North 64° 59' 36" East, 204.03 feet departing said east and west lines to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for the POINT OF BEGINNING of the herein described tract and having surface coordinates of X = 3,070,819.13, Y = 13,757,829.50

Thence North 87° 34' 25" East, 1004.24 feet to a 5/8 inch iron rod with a plastic cap market "LJA ENG." set for corner, the beginning of a curve;

0.621 Acres

February 3, 2010  
Job No. 1728-0004

Thence 42.02 feet along the arc of a curve to the right, having a central angle of  $00^{\circ} 47' 31''$ , a radius of 3,039.80 feet and a chord which bears North  $87^{\circ} 58' 10''$  East, 42.01 feet to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence South  $77^{\circ} 19' 32''$  East, 108.58 feet to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner on the arc of a curve whose center bears South  $00^{\circ} 21' 56''$  West, said point also being on the north right-of-way line of the proposed Fort Bend Parkway Phase Two;

Thence 146.91 feet along the arc of a non-tangent curve to left, with said north right-of-way line, having a central angle of  $02^{\circ} 47' 31''$ , a radius of 3,014.80 feet and a chord which bears South  $88^{\circ} 58' 10''$  West, 146.89 feet to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner at the end of said curve;

Thence South  $87^{\circ} 34' 25''$  West, 973.18 feet with said north right-of-way line to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence North  $53^{\circ} 35' 48''$  West, 39.87 feet to the POINT OF BEGINNING and containing 0.621 acre (27,047 square feet) of land.

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON AND THE ACCOMPANYING PLAT OF EVEN DATE REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

*Keith W. Monroe* 2-3-2010

KEITH W. MONROE, R.P.L.S.      DATE  
TEXAS REGISTRATION NO. 4797  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703  
PHONE: 713-953-5200





**EXHIBIT B**

February 3, 2010  
Job No. 1728-0004

**PARCEL NO. 48 - E PART 2  
DRAINAGE AND UTILITY EASEMENT  
FORT BEND PARKWAY SEGMENT "B"**

All that certain tract or parcel containing 0.195 acre (8,475 square feet) of land in the Moses Shipman League, A-86, Fort Bend County, Texas, being part of the residue of that certain tract called 93.9023 acres conveyed to Sienna/Johnson North, L.P., by an instrument of record in File No. 2000029469 of the Official Records of said Fort Bend County (F.B.C.O.R.), and being more particularly described by metes and bounds as follows, all bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83), all coordinates and distances are surface and may be converted to grid by multiplying by the combined adjustment factor of 0.9998657:

COMMENCING for reference at a 5/8-inch iron rod found marking the easterly northeast corner of that certain tract called 715.9086 acres conveyed to Sienna/Johnson North, L.P., by an instrument of record in File No. 2000029469 of the F.B.C.O.R., same being the southeast corner of Oyster Creek Farms, an unrecorded subdivision, the southeast corner of that certain tract called 1.500 acres conveyed to James R. Seymour, et ux, by an instrument of record in Volume 2143, Page 1587 of the F.B.C.O.R. and on the west right-of-way line of McKeever Road, 60.0 feet wide;

Thence South 25° 00' 24" East, 1893.31 feet departing said Oyster Creek Farms and said 1.500 acre tract, partly with the east line of said 715.9086 acre tract, partly with the west right-of-way line of McKeever Road and partly with the west line of that certain tract called 3.3533 acres conveyed to Sienna/Johnson North, L.P., in said File No. 2000029469 to a point;

Thence North 64° 59' 36" East, 514.82 feet departing said east and west lines to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for the POINT OF BEGINNING of the herein described tract and having surface coordinates of X = 3,070,819.15, Y = 13,758,564.65, same being on the easterly right-of-way line of Sienna Parkway, 140.0 feet wide at this point, and also being on the westerly line of the aforesaid 93.9023 acre tract;

0.195 Acre

February 3, 2010  
Job No. 1728-0004

Thence South  $01^{\circ} 14' 41''$  East, 51.02 feet departing said easterly and westerly lines to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence South  $10^{\circ} 03' 55''$  West, 299.79 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence South  $02^{\circ} 27' 27''$  East, 91.98 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner on the arc of a curve whose center bears South  $86^{\circ} 05' 55''$  East;

Thence 285.60 feet along the arc of a non-tangent curve to the left, having a central angle of  $19^{\circ} 08' 21''$ , a radius of 855.00 feet and a chord which bears South  $05^{\circ} 40' 05''$  East, 284.28 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence North  $53^{\circ} 35' 48''$  West, 15.97 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner on the arc of a curve whose center bears North  $75^{\circ} 35' 30''$  East;

Thence 185.37 feet along the arc of a non-tangent curve to the right, having a central angle of  $12^{\circ} 16' 43''$ , a radius of 865.00 feet and a chord which bears North  $08^{\circ} 16' 08''$  West, 185.02 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence North  $09^{\circ} 14' 30''$  West, 93.33 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner on the easterly right-of-way line of the aforesaid Sienna Parkway, on the westerly line of the aforesaid 93.9023 acre tract and on the arc of a curve whose center bears South  $85^{\circ} 01' 43''$  East;

Thence 82.89 feet along the arc of a non-tangent curve to the right, with said easterly and westerly lines, having a central angle of  $05^{\circ} 06' 51''$ , a radius of 928.68 feet and a chord which bears North  $07^{\circ} 31' 42''$  East, 82.87 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for corner at the end of said curve;

0.195 Acre

February 3, 2010  
Job.No. 1728-0004

Thence North 10° 03' 55" East, 359.66 feet continuing with said easterly and westerly lines to the POINT OF BEGINNING and containing 0.195 acre (8,475 square feet) of land.

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON AND THE ACCOMPANYING PLAT OF EVEN DATE REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

*Keith W. Monroe* 2-3-2010

KEITH W. MONROE, R.P.L.S.      DATE  
TEXAS REGISTRATION NO. 4797  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703  
PHONE: 713-953-5200

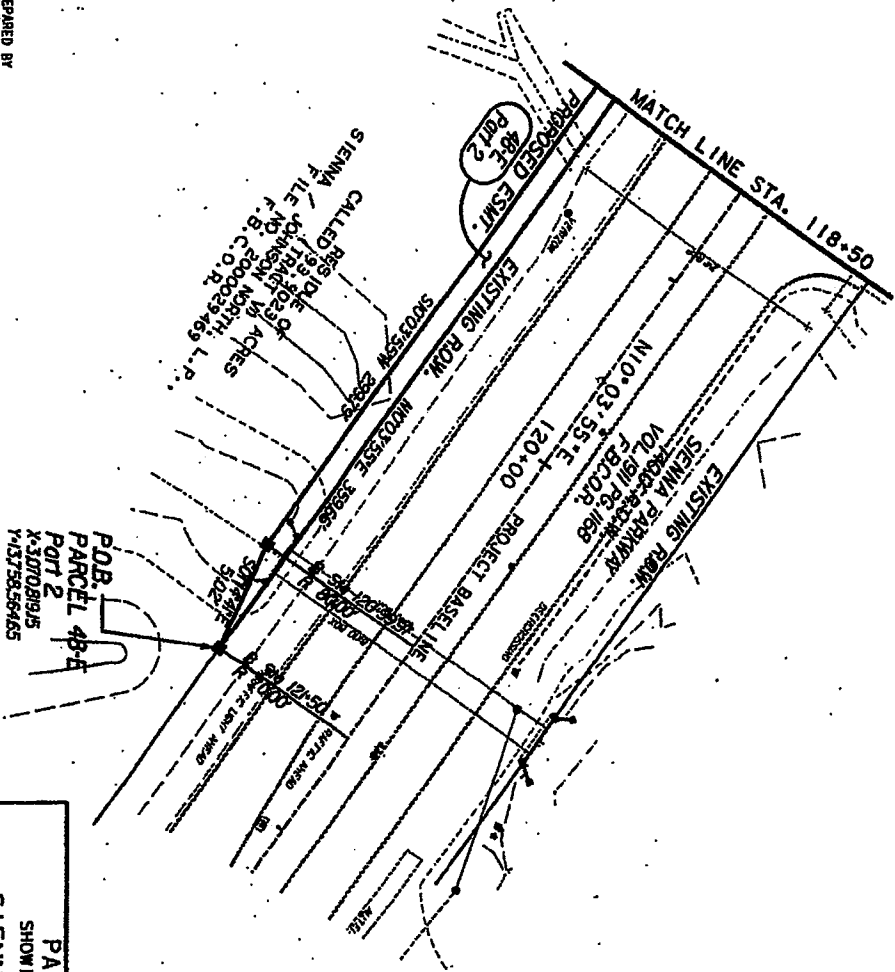


MOSES SHIPMAN LEAGUE A-86

NOTES:  
1. METERS AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED FEBRUARY 3, 2010.  
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE AND GRID. ALL DISTANCES AND COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.9998657.

PARCEL 48-E

SHEET 2 OF 5



PARCEL PLAT  
SHOWING PROPERTY OF  
SIENNA / JOHNSON  
NORTH, L.P.  
FORT BEND COUNTY, SEGMENT 8  
FORT BEND COUNTY, TEXAS  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703 PHONE# 713-953-5200  
FEBRUARY 2010 SCALE: 1" = 50'  
PROJECT NO. 1728-0004-002

- NOTES:
1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED FEBRUARY 3, 2010.
  2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83) WITH BEARINGS AND DISTANCES CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.9999871.

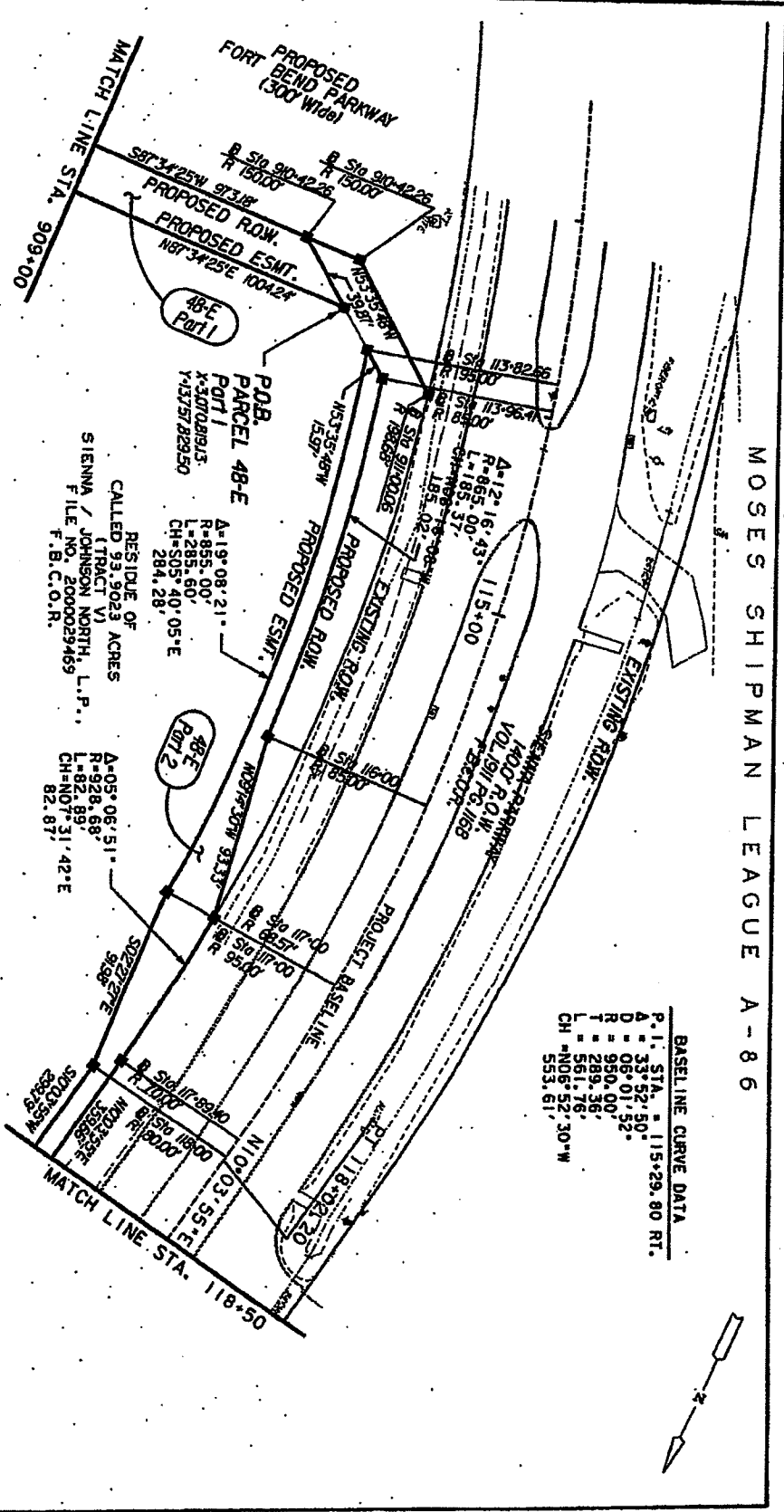
PARCEL 48-E

SHEET 3 OF 5

PROJECT NO. 1728-0004-002

PARCEL PLAT  
SHOWING PROPERTY OF  
SIENNA / JOHNSON  
NORTH, L.P.

FORT BEND PARKWAY, SEGMENT B  
FORT BEND COUNTY, TEXAS  
LJA ENGINEERING & SURVEYING, INC.  
2929 BRIARHAWK DRIVE SUITE 600  
HOUSTON, TEXAS 77042-3703  
PHONE: 713-553-5200  
FEBRUARY 2010  
SCALE: 1" = 50'



MOSES SHIPMAN LEAGUE A-86

RESIDUE OF  
CALLED 70.727 ACRES  
DEWALT LAND LIMITED  
FILE NO. 9781306  
F.B.C.O.R.

PROPOSED FORT BEND PARKWAY (300' WIDE)

905+00

PROJECT BASELINE

4' Bordered With 2'x2's

MATCH LINE STA. 903+00

48-E  
Part 1

S87°34'29"W 931.8  
PROPOSED ROW.  
PROPOSED ESMT.  
N87°34'29"E 1004.24

MATCH LINE STA. 909+00

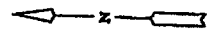
RESIDUE OF  
CALLED 99.9023 ACRES  
TRACT V1  
SIENNA / JOHNSON NORTH, L.P..  
FILE NO. 2000029469  
F.B.C.O.R.

- NOTES:
1. LINES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT OF THE UNDERSIGNED, DATED FEBRUARY 3, 2010.
  2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83) WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE UNADJUSTED AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A CORRECTION FACTOR OF 0.9998657.

PARCEL 48-E

SHEET 4 OF 5

PARCEL PLAT  
SHOWING PROPERTY OF  
**SIENNA / JOHNSON  
NORTH, L.P.**  
FORT BEND PARKWAY, SEGMENT B  
FORT BEND COUNTY, TEXAS  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703 PHONE 713-953-5200  
FEBRUARY 2010  
SCALE: 1" = 50'  
PROJECT NO. 1728-0004-002





**DRAINAGE AND UTILITY EASEMENT**  
**(1.629 Acres)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS           §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

That **SIENNA/JOHNSON NORTH, L.P.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **FORT BEND COUNTY TOLL ROAD AUTHORITY**, a local government corporation of the State of Texas ("Grantee"), its successors and assigns, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for drainage and utility purposes, including, without limitation, the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of roadway embankment and drainage facilities and underground water, sanitary sewer and storm water utilities, and all related connections and appurtenances (collectively, the "Facilities"), as Grantee may from time to time require, across, along, under, over, upon and through that certain tract of land located in Fort Bend County, Texas, described by metes and bounds and shown in **Exhibit A** attached hereto (the "Easement Tract"), together with ingress and egress to and from the Easement Tract and Grantee's roadway facilities located or to be located immediately adjacent to the Easement Tract.

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in such activities as may be reasonably necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, shrubbery, growth, and other obstructions from the Easement Tract, and the right to bring and operate such equipment thereon as may be reasonably necessary, requisite, convenient or appropriate to effectuate the purposes for which the Easement is granted. Subject to the limitations set forth herein, Grantee will, at all times after doing any work in connection with the Easement, restore the Easement Tract as nearly as reasonably practicable to its condition prior to the undertaking of such work, provided, however, that in connection with such restoration activities, Grantee, its

successors or assigns, shall not be obligated to replace or restore any trees, growth, shrubbery, improvements, and other natural and non-natural obstructions that interfere with Grantee's use of the Easement Tract for the purposes set forth herein. Notwithstanding the above, if Grantee damages any existing irrigation lines or landscaping located within the Easement Tract as of the execution date of this Easement, Grantee shall repair or replace the irrigation lines and/or landscaping at Grantee's cost at such time as the construction or maintenance is complete. Notwithstanding the above, if Grantee damages or removes any existing irrigation lines or landscaping located within the Easement Tract as of the execution date of this Easement, Grantee shall repair or replace the irrigation lines and/or landscaping at Grantee's cost within 45 days of the completion of the construction of the Facilities.

Subject to the limitations hereinafter set forth, Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes that do not interfere with or restrict the full and complete use and enjoyment of the Easement by Grantee, its successors and assigns, for the purposes set forth herein. Specifically, Grantor may construct or locate upon or across the surface of the Easement Tract landscaping, irrigation systems, and sidewalks. Prior to any use of the Easement Tract, or construction of improvements thereon, Grantor, and Grantor's successors and assigns, shall obtain written consent of Grantee, its successors and assigns, which shall not be unreasonably withheld, delayed, or conditioned. If Grantee, its successors and assigns, approves any such construction, placement, or installation by Grantor, its successors and assigns, Grantee will use its best efforts to avoid damaging the same; provided, however, Grantee, its successors and assigns, shall have no obligation to restore any damage to such construction, placement, or installation caused by Grantee's use of the Easement Tract or otherwise, and shall have no liability to Grantor or Grantor's successors and assigns therefor, except in the case when Grantee's gross negligence or intentional misconduct was the cause of the damage. Notwithstanding anything to the contrary herein, Grantor acknowledges and agrees that Grantee's rights to use the Easement Tract for the purposes set forth herein are and shall remain superior to the rights retained by Grantor hereunder to use the surface of the Easement Tract.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use of the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances").

TO HAVE AND TO HOLD, subject to the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto said Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns

Neither party's failure to insist on strict performance in any part of this Drainage and Utility Easement shall be construed as a waiver of the performance in any other instance.

This Drainage and Utility Easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

*[Signature pages follow this page.]*

EXECUTED this 25 day of April, 2011.

SIENNA/ JOHNSON NORTH, L.P., a Texas  
limited partnership

By: SIENNA/JOHNSON NORTH  
GP, L.L.C., its sole general  
partner

By: Michael J. Smith  
Michael J. Smith  
Vice President/General  
Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

April This instrument was acknowledged before me on the 25 day of  
2011, by Michael J. Smith, Vice President/General Manager of  
Sienna/Johnson North GP, L.L.C., a Texas limited liability company, the sole general  
partner of SIENNA/JOHNSON NORTH, L.P., a Texas limited partnership, on behalf of  
said limited partnership and said limited liability company.

(NOTARY SEAL)



Carolyn Williams  
Notary Public in and for the  
State of Texas

AGREED TO AND ACCEPTED this 20<sup>th</sup> day of April, 2011.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

By: [Signature]  
Name: James D. Condrey  
Title: Chairman, Board of Directors

ATTEST:

By: [Signature]  
Name: CHARLES RENCHER  
Title: Secretary, Board of Directors

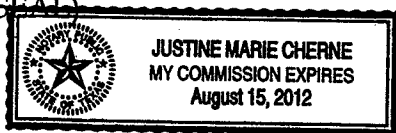


(SEAL)

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2011, by James D. Condrey, as Chairman, and Charles Rencher, as Secretary, of the Board of Directors of FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation of the State of Texas, on behalf of said Authority.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas

**Attachment:**

Exhibit A - Legal description of Parcel No. 51-E

After recording, return to Yvonne Onak, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

EXHIBIT A

September 8, 2010  
LJA Job No. 1728-0006

PARCEL NO. 51-E  
DRAINAGE AND UTILITY EASEMENT  
FORT BEND PARKWAY SEGMENT "B"  
FORT BEND COUNTY, TEXAS

All that certain tract or parcel containing 1.629 acres of land in the Moses Shipman League, A-86, Fort Bend County, Texas, being part of those certain tracts called 715.9086 acres and 3.3533 acres, both conveyed to Sienna/Johnson North, L.P., by an instrument of record in File No. 2000029469 of the Official Public Records of said Fort Bend County (F.B.C.O.P.R.) and being more particularly described by metes and bounds as follows, all bearings referenced to the Texas State Plane Coordinate System, South Central Zone, (NAD 83), all coordinates and distances are surface and may be converted to grid by multiplying by the combined adjustment factor of 0.9998657;

COMMENCING for reference at a 5/8 inch iron rod found marking the easterly northeast corner of said 715.9086 acre tract, same being the southeast corner of Oyster Creek Farms, an unrecorded subdivision, the southeast corner of that certain tract called 1.500 acres conveyed to James R. Seymour, et ux, by an instrument of record in Volume 2143, Page 1587 of the Official Records of said Fort Bend County (F.B.C.O.R.) and on the west right-of-way line of McKeever Road, 60.0 feet wide;

Thence, South 25° 00' 24" East, 2,429.45 feet, departing said Oyster Creek Farms and said 1.500 acre tract, partly with the east line of said 715.9086 acre tract, partly with the west right-of-way line of McKeever Road and partly with the west line of the aforesaid 3.3533 acre tract, to a point;

Thence, North 64° 59' 36" East, 5.87 feet departing said east and west lines to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner and the POINT OF BEGINNING of the herein described tract and having surface coordinates of X = 3,070,584.55 and Y = 13,757,863.63;

1.629 Acres

September 8, 2010  
Job No. 1728-0006

Thence, South 15° 04' 27" East, 37.43 feet with the proposed west right-of-way line of Sienna Parkway to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence, South 38° 12' 12" West, 40.76 feet departing the proposed west right-of-way line of Sienna Parkway to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner on the proposed north right-of-way line of Fort Bend Parkway;

Thence, South 87° 02' 17" West, 1,332.26 feet with the proposed north right-of-way line of Fort Bend Parkway to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner, the beginning of a curve;

Thence, 810.09 feet with the proposed north right-of-way line of Fort Bend Parkway along the arc of a curve to the left, having a central angle of 20° 10' 50", a radius of 2,300.00 feet and a chord which bears South 76° 56' 52" West, 805.91 feet to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner, on the east line of that certain Detention Easement tract called 19.467 acres conveyed to Sienna Plantation Municipal Utility District Number 1, by an instrument of record in File No. 2005145119 of the F.B.C.O.P.R.;

Thence, North 16° 06' 52" West, 119.43 feet departing the proposed north right-of-way line of Fort Bend Parkway but with said east line to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

Thence South 73° 57' 11" East, 145.64 feet departing said east line to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner, the beginning of a curve;

Thence, 693.11 feet along the arc of a non-tangent curve to the right, having a central angle of 17° 02' 38", a radius of 2,330.00 feet and a chord which bears North 78° 30' 58" East, 690.55 feet to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

1.629 Acres

September 8, 2010  
Job No. 1728-0006

Thence, North 87° 02' 17" East, 1,318.64 feet to a 5/8 inch iron rod with a plastic cap marked "LJA ENG." set for corner;

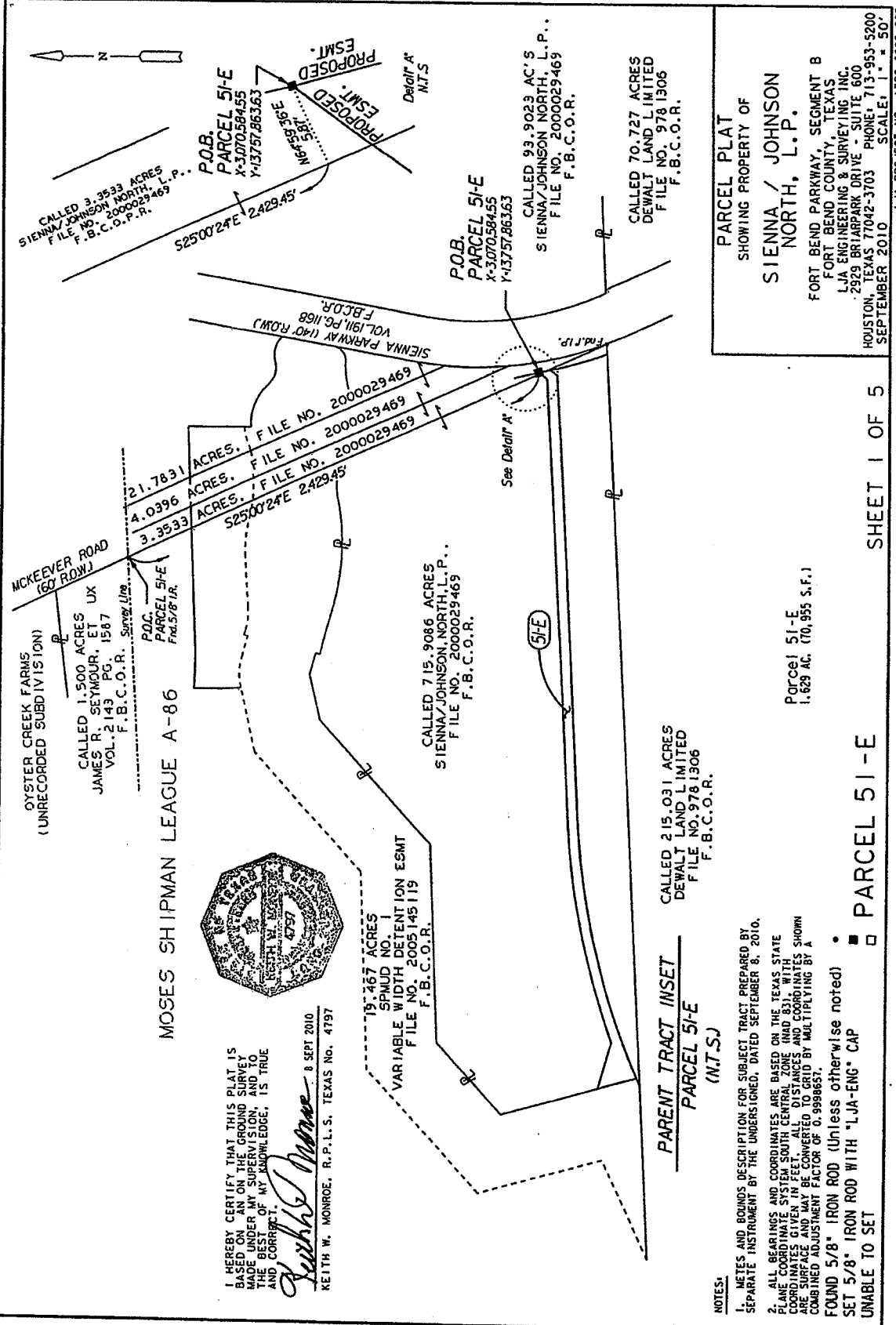
Thence, North 38° 12' 12" East, 49.52 feet to the POINT OF BEGINNING and containing 1.629 acres of land.

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON AND THE ACCOMPANYING PLAT OF EVEN DATE REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

*Keith W. Monroe* 9/8/2010

KEITH W. MONROE, R.P.L.S.      DATE  
TEXAS REGISTRATION NO. 4797  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703  
PHONE: 713-953-5200





OYSTER CREEK FARMS  
 (UNRECORDED SUBDIVISION)  
 CALLED 1,500 ACRES  
 JAMES R. SEYMOUR, ET UX  
 VOL. 2143 PG. 1567  
 F.B.C.O.R. Survey Line  
 P.O.C.  
 PARCEL 51-E  
 Ind. 5/8" IR.

MOSES SHIPMAN LEAGUE A-86  
 P.O.B. PARCEL 51-E  
 X-3070.58455  
 Y-13757.86363  
 N46°58'36"E  
 2429.45'  
 S25°00'24"E



I HEREBY CERTIFY THAT THIS PLAT IS  
 BASED ON THE ORIGINAL SURVEY  
 MADE UNDER MY SUPERVISION, AND TO  
 THE BEST OF MY KNOWLEDGE, IS TRUE  
 AND CORRECT.  
*Keith W. Monroe*  
 KEITH W. MONROE, R.P.L.S., TEXAS NO. 4797  
 8 SEPT 2010

191.467 ACRES  
 SPUD NO. 1  
 VARIABLE WIDTH DETENTION ESMT  
 FILE NO. 2005145119  
 F.B.C.O.R.

CALLED 715.9086 ACRES  
 SIENNA/JOHNSON NORTH, L.P.,  
 FILE NO. 200029469  
 F.B.C.O.R.

P.O.B. PARCEL 51-E  
 X-3070.58455  
 Y-13757.86363

CALLED 93.9023 AC'S  
 SIENNA/JOHNSON NORTH, L.P.,  
 FILE NO. 200029469  
 F.B.C.O.R.

CALLED 70.727 ACRES  
 DEWALT LAND LIMITED  
 FILE NO. 9781306  
 F.B.C.O.R.

CALLED 215.031 ACRES  
 DEWALT LAND LIMITED  
 FILE NO. 9781306  
 F.B.C.O.R.

PARENT TRACT INSET  
 PARCEL 51-E  
 (N.T.S.)

PARCEL PLAT  
 SHOWING PROPERTY OF  
**SIENNA / JOHNSON  
 NORTH, L.P.**  
 FORT BEND PARKWAY, SEGMENT B  
 FORT BEND COUNTY, TEXAS  
 LJA ENGINEERING & SURVEYING INC.  
 2229 BRIDLE PARK DRIVE SUITE 600  
 HOUSTON, TEXAS 77042-3703 PHONE: 713-953-5200  
 SEPTEMBER 2010 SCALE: 1" = 50'  
 LJA PROJECT NO. 1728-0005-002

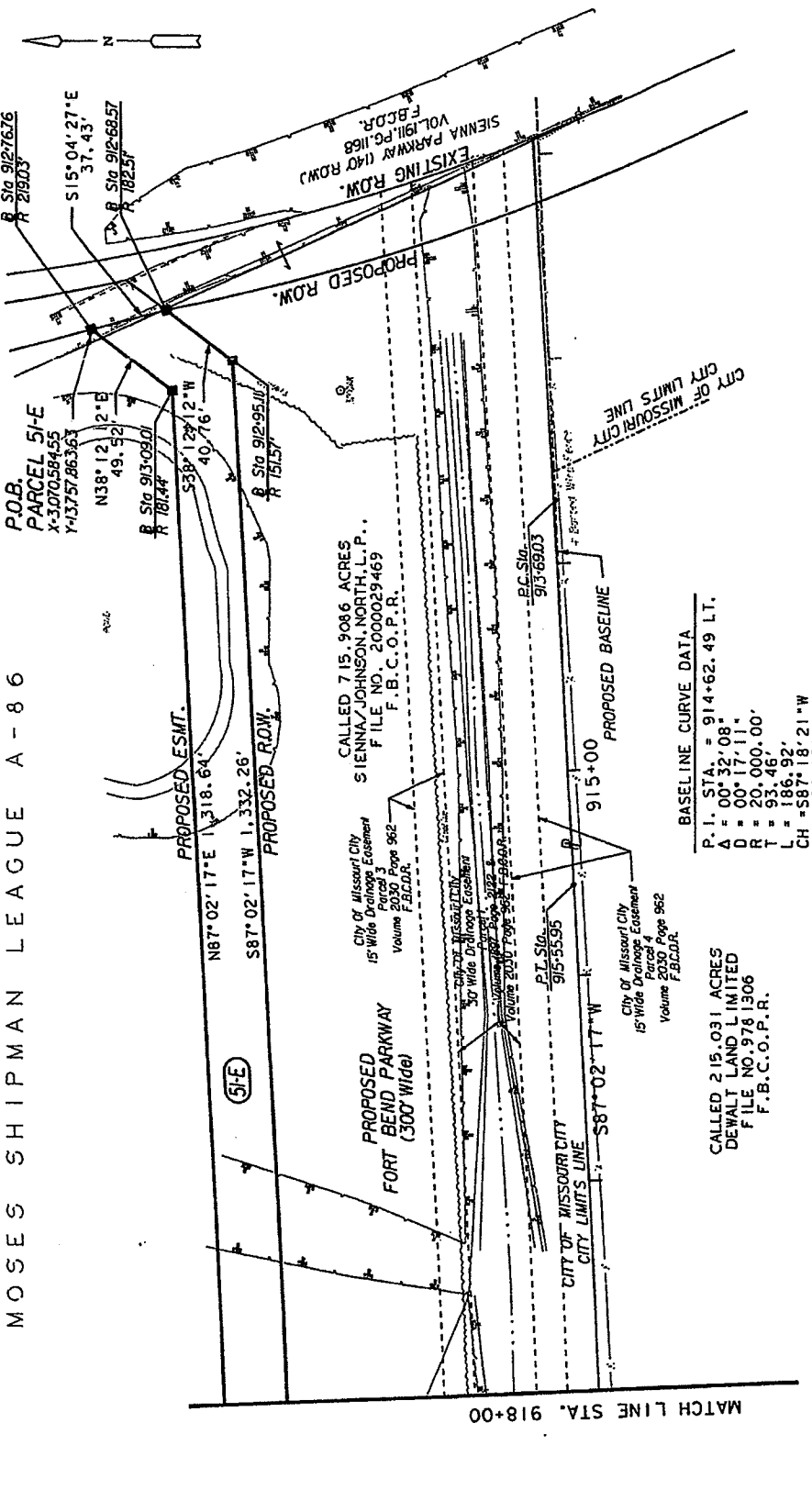
Parcel 51-E  
 1.629 AC. (10,955 S.F.)

NOTES:  
 1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED SEPTEMBER 8, 2010.  
 2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83), WITH ALL DISTANCES AND BEARINGS ADJUSTED BY THE COMBINED ADJUSTMENT FACTOR OF 0.9998657.  
 FOUND 5/8" IRON ROD (Unless otherwise noted)  
 SET 5/8" IRON ROD WITH "LJA-ENG" CAP  
 UNABLE TO SET

PARCEL 51-E

SHEET 1 OF 5

MOSES SHIPMAN LEAGUE A - 8 6



P.O.B.  
PARCEL 51-E  
X-3107058455  
Y-1575786367

PROPOSED ESMT.  
N87°02'17"W 1,318.64'  
S87°02'17"W 1,332.26'

PROPOSED R.O.W.  
S87°02'17"W 1,332.26'

PROPOSED BEND PARKWAY  
(300' Wide)

PROPOSED R.O.W.  
S15°04'27"E 37.43'  
S15°04'27"E 37.43'

EXISTING R.O.W.  
SIENNA PARKWAY (140' R.O.W.)  
VOL. 1911, PG. 168  
F.B.C.D.R.

715.9086 ACRES  
SIENNA/JOHNSON, NORTH, L.P.  
F. FILE NO. 2000029469  
F.B.C.O.P.R.

215.031 ACRES  
DEWALT LAND LIMITED  
F. FILE NO. 9781306  
F.B.C.O.P.R.

BASELINE CURVE DATA  
P.I. STA. = 914+62.49 LT.  
A = 00°32'08"  
D = 00°17'11"  
R = 20,000.00'  
L = 93.46'  
CH = 186.92'  
186.92'

PROPOSED BASELINE  
915+00  
CITY OF MISSOURI CITY  
CITY LIMITS LINE

PARCEL PLAT  
SHOWING PROPERTY OF  
**SIENNA / JOHNSON  
NORTH, L.P.**  
FORT BEND PARKWAY, SEGMENT B  
FORT BEND COUNTY, TEXAS  
LJA ENGINEERING & SURVEYING, INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703  
PHONE: 713-953-5200  
FAX: 713-953-5201  
SCALE: 1" = 50'  
SEPTEMBER 2010  
LJA PROJECT NO. 1728-0005-002

NOTES:  
1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED SEPTEMBER 8, 2010.  
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83), WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ON THIS SPACE MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.9998637.

MATCH LINE STA. 918+00

PARCEL 51-E

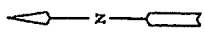
SHEET 2 OF 5

MOSES SHIPMAN LEAGUE A - 8 6

PARCEL 51-E

MOSES SHIPMAN LEAGUE A - 8 6

MOSES SHIPMAN LEAGUE A-86



PROPOSED ESMT.

N87°02'17"E 1,318.64'

S87°02'17"W 1,332.26'

PROPOSED ROW.

51-E

PROPOSED  
FORT BEND PARKWAY  
(300' Wide)  
CALLED 715.9086 ACRES  
SIENNA / JOHNSON, NORTH, L.P.,  
FILE NO. 2000029469  
F.B.C.O.P.R.

MATCH LINE STA. 924+00

MATCH LINE STA. 918+00

CITY OF MISSOURI CITY  
15' Wide Drainage Easement  
Parcel 1  
Volume 2030, Page 962  
F.B.L/D/L

CITY OF MISSOURI CITY  
15' Wide Drainage Easement  
Parcel 2  
Volume 2030, Page 962  
F.B.C.O.P.R.

CITY OF MISSOURI CITY  
15' Wide Drainage Easement  
Parcel 4  
Volume 2030, Page 962  
F.B.L/D/L

S87°02'17"W

920+00

PROPOSED BASELINE

CALLLED 215.031 ACRES  
DEWALT LAND LIMITED  
FILE NO. 9781306  
F.B.C.O.P.R.

NOTES:

1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED SEPTEMBER 8, 2010.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL (NAD 83). HORIZONTAL COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.9998657.

PARCEL PLAT  
SHOWING PROPERTY OF

SIENNA / JOHNSON  
NORTH, L.P.

FORT BEND PARKWAY, SEGMENT B  
FORT BEND COUNTY, TEXAS  
LJA ENGINEERING & SURVEYING INC.  
2929 BRIARPARK DRIVE - SUITE 600  
HOUSTON, TEXAS 77042-3703 PHONE: 713-953-5200  
SEPTEMBER 2010 SCALE: 1" = 50'

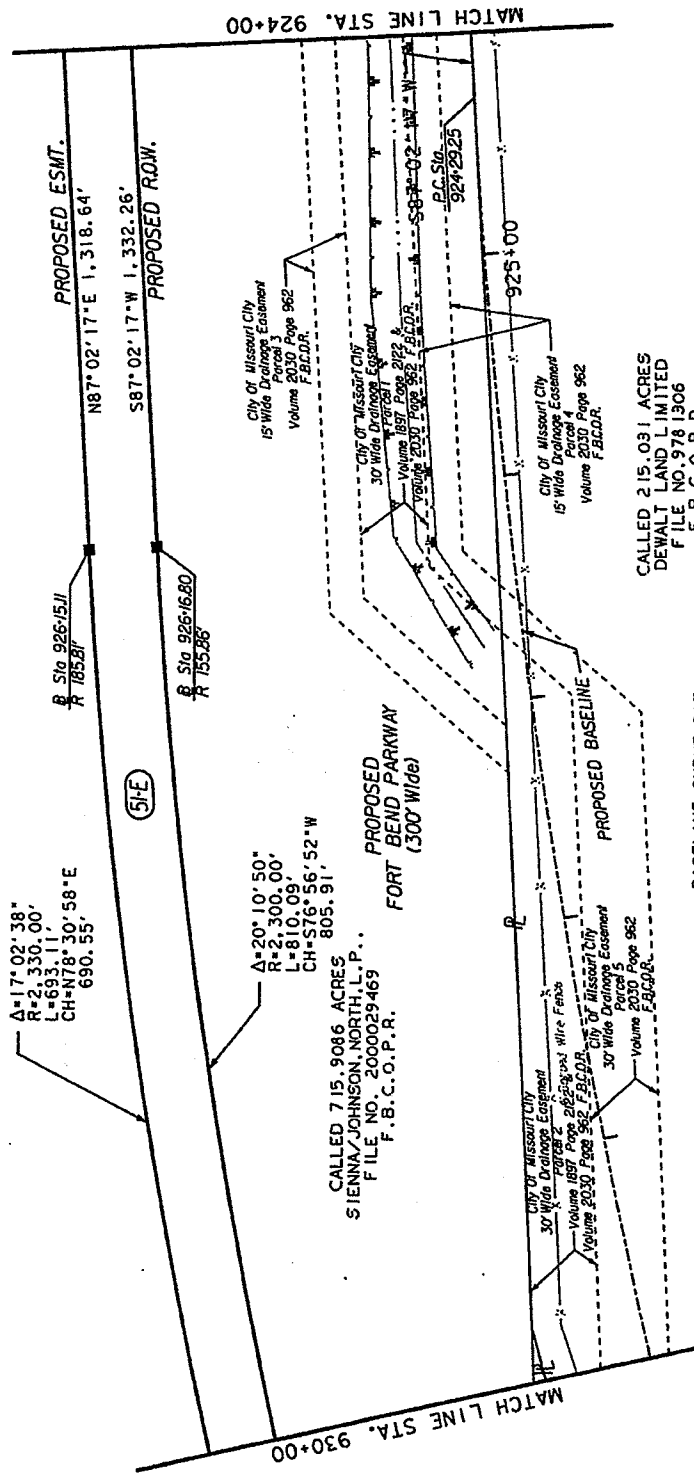
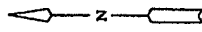
PARCEL 51-E

SHEET 3 OF 5

LJA PROJECT NO. 1728-0005-002

I:\Projects\SIENNA\SIENNA\1728\0005\CADD\F17R-SCB-PH2-PAR-51E-SHT3.dgn 9/8/2010

MOSES SHIPMAN LEAGUE A-86



$\Delta=17^{\circ}02'38''$   
 $R=2,330.00'$   
 $L=693.11'$   
 $CH=N78^{\circ}30'58''E$   
 $690.55'$

$\Delta=20^{\circ}10'50''$   
 $R=2,300.00'$   
 $L=810.09'$   
 $CH=S76^{\circ}56'52''W$   
 $805.91'$

PROPOSED  
**FORT BEND PARKWAY**  
 (300' Wide)

CALLLED 7.15.9086 ACRES  
 SIENNA/JOHNSON, NORTH, L.P..  
 F. B. C. O. P. R.

MATCH LINE STA. 924+00

MATCH LINE STA. 930+00

BASELINE CURVE DATA

P. I. STA. = 930+48.88 LT.  
 $\Delta = 22^{\circ}15'25''$   
 $D = 01^{\circ}49'08''$   
 $R = 3,150.00'$   
 $T = 619.63'$   
 $L = 1,223.64'$   
 $CH = S75^{\circ}54'34''W$   
 $1,215.96'$

CALLLED 2.15.031 ACRES  
 DEWALT LAND LIMITED  
 F. B. C. O. P. R.

PARCEL PLAT

SHOWING PROPERTY OF  
**SIENNA / JOHNSON**  
 NORTH, L.P.  
 FORT BEND COUNTY, SEGMENT B  
 LJA ENGINEERING & SURVEYING INC.  
 2929 BRIARSPARK DRIVE SUITE 600  
 HOUSTON, TEXAS 77042-3703 PHONE: 713-953-5000  
 SEPTEMBER 2010 SCALE: 1" = 50'

SHEET 4 OF 5

PARCEL 51-E

LJA PROJECT NO. 1728-0005-002

17-925018 1728V0003.COD\FBTR-PAR-51E-SHT4.dwg

