

After Recording, Mail to:

**Allen Boone Humphries Robinson LLP**  
**Attention: Yvonne Onak**  
**3200 Southwest Freeway, Suite 2600**  
**Houston, Texas 77027**

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*(Space Above Reserved for County Recorder's Use)*

Folder No. 2724-86

GRANT OF AERIAL EASEMENT

**UNION PACIFIC RAILROAD COMPANY**, a Utah corporation (hereinafter "Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY** (hereinafter "Grantee"), its successors and assigns, an easement (the "Easement") for the construction, maintenance, operation, use, inspection, repair and reconstruction of an elevated Tolloed Overpass System (hereinafter the "System") above, over and across Grantor's property, provided that any installation shall be more than twenty three feet, four inches (23' 4") above the tops of the rails located in the City of Sugar Land, County of Fort Bend, State of Texas, as such property is described in **Exhibit A** (the "Property") hereto attached and hereby made a part hereof.

This grant is for aerial rights only and is made subject to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all of the Property in the performance of its duty as a common carrier, and there is reserved to Grantor, its successors and assigns, the right to construct, reconstruct, maintain, repair, use and operate existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along the Property. This reservation of rights to Grantor shall be paramount to this grant to Grantee.

If any utility, fiber optic or communication facilities require relocation as a result of Grantee's installation of its System, all such relocations shall be arranged with the entities owning or controlling the facilities being relocated, at the sole expense and cost of Grantee. This grant includes the right of Grantee, its successors and assigns, to install such public utility lines or communication lines that may be needed by Grantee in connection with its System, but only to the extent required for its System, subject to compliance with Grantor standard specifications and requirements, including without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines and in such manner as to not adversely affect communication or signal lines of Grantor. Other than as required for its System, Grantee shall not grant any such rights to others for public utility lines or communication lines; it being understood that for any additional public utility lines or communication lines, separate agreements must be entered into with Grantor.

Grantor makes no covenant or warranty of title, for quiet possession or against encumbrances. Grantee shall not use or permit use of the Property for any purposes other than

those described in this Easement. No nonparty shall be admitted by Grantee to use or occupy any part of the Property without Grantor's written consent. Nothing herein shall obligate Grantor to give such consent.

This Easement is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded (including, without limitation, those in favor of Grantee and lessees of Grantor's property and others), and also to any renewals thereof and the word "grant" as used in this Easement shall not be construed as a covenant against the existence of any thereof. Grantee shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to Grantor's remaining property, unless Grantee, at its own expense, settles with and obtains releases from such nonparties.

Grantor reserves the right to use and to grant to others the right to use the Property in any manner and for any purpose which does not interfere with or diminish the Easement herein conveyed to Grantee, including, but not limited to, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the Property and also the right to use and cross the Property with pipelines, signals, fiber optics, communication or power lines and all kinds of equipment, all or any of which may be freely done at any time or times by Grantor, or its lessees or Grantee, without liability to Grantee or to any other party for compensation or damages.

Grantee shall not assign this Easement, in whole or in part, or any rights herein granted, without the written consent of Grantor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Easement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void; provided, however, Grantee may assign this Easement to Fort Bend County or TxDot after thirty (30) days prior notice to Grantor.

Subject to the provisions heretofore, this Easement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

This Easement is also subject to the terms, conditions, limitations and covenants contained in the separate Public Highway Overpass Agreement dated August 28, 2012, which has been entered into between Grantor and Grantee covering the construction, use, maintenance repair and renewal of its System.

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:  
UNION PACIFIC RAILROAD COMPANY

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF DOUGLAS    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Union Pacific Railroad Company, a Utah corporation, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name are subscribed to in the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

GRANTEE:  
FORT BEND GRAND PARKWAY TOLL ROAD  
AUTHORITY

By: *James D. Cordrey*  
Name: James D. Cordrey  
Title: Chairman, Board of Directors

ATTEST:

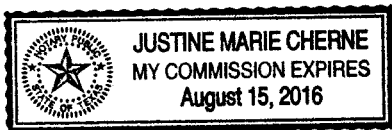
By: *Charles Rencher*  
Name: Charles Rencher  
Title: Secretary, Board of Directors

(SEAL)



THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on December 19, 2012, by James D. Cordrey, Chairman, and Charles Rencher, Secretary, of the Board of Directors of FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

*Justine Marie Cherne*  
Notary Public, State of Texas

**Attachment:**  
**Exhibit A:** Description of the Property

## EXHIBIT A

UNION PACIFIC RAILROAD  
PROPOSED 75 FOOT RIGHT-OF-WAY

AUGUST 23, 2012

### BASELINE DESCRIPTION OF A 75 FOOT RAILROAD RIGHT-OF-WAY

**BEING** a 75 foot wide strip of land situated in the J.H. Cartwright Survey, Abstract No. 16, Fort Bend County, Texas, and being a portion of Union Pacific's Railroad right-of-way (Glidden Subdivision) running along the North side of U.S. Highway 90, said 75 foot wide strip being described along a baseline, same being the centerline of the rail, said strip extending 25 feet North of and 50 feet South of said baseline, said baseline being described as follow:

**BEGINNING** at a point on a Southerly extension of the East right-of-way line of State Highway 99 (Grand Parkway) (width varies) as recorded under File No. 9830483 of the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.T.), being located 25.1 feet along said Southerly extension from the intersection of said East right-of-way line and the North right-of-way line of said Union Pacific Railroad right-of-way, and being located approximately at railroad station 1499+15;

**THENCE**, Southwesterly, being 25.00 feet South of and parallel to the North right-of-way line of said Union Pacific Railroad and 75.00 feet North of and parallel to the South right-of-way line of said Union Pacific Railroad, same being the North right-of-way line of U.S. Highway 90 (width varies), a distance of 668.9 feet to the **POINT OF TERMINUS** on a Southerly extension of the West right-of-way line of said Grand Parkway, approximately 25.3 feet along said Southerly extension from the intersection of said West right-of-way line and said North right-of-way line.