

**LETTER AGREEMENT REGARDING
CONSTRUCTION OF PUBLIC AND PRIVATE WORK
AND CONVEYANCE AND DEDICATION OF RIGHT-OF-WAY**

HEB GROCERY COMPANY, LP

646 South Flores Street
San Antonio, Texas 78204

March 27, 2015

Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Attn: Marcus Spencer

Meadow Marketplace Shopping Center, L.P.
c/o Fidelis Realty Partners, Ltd.
4500 Bissonnet, Suite 300
Bellaire, TX 77401

Re: Construction of certain work, depicted as "*Public Work*" and "*Private Work*" on that certain site plan attached hereto as Exhibit "A" and made a part hereof for all purposes (the "*Site Work Site Plan*"); and conveyance and dedication for right of way purposes of that certain property, more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes.

Lease Agreement dated December 29, 2003, as amended by that certain First Amendment to Lease Agreement dated June, 2004, that certain Second Amendment to Lease Agreement dated September 6, 2005, and that certain Third Amendment to Lease Agreement dated August 23, 2007 (collectively, the "*Lease*") by and between Meadows Marketplace Shopping Center, L.P., a Texas limited partnership, successor by assignment to Eastbourne Cinco, L.P., a Texas limited partnership ("*Landlord*"), and HEB Grocery Company, LP, a Texas limited partnership ("*HEB*"); for the lease of property situated near the intersection of Grand Parkway and Fry Road, in Fort Bend County, Texas, in the shopping center commonly known as "Meadows Marketplace" (the "*Shopping Center*")

Dear Sirs:

This letter agreement (this "*Letter Agreement*") sets forth the agreement of County, Landlord and HEB regarding the following matters:

1. HEB is a current tenant in the Shopping Center pursuant to the above-referenced Lease. Pursuant to a separate agreement between Landlord and HEB, HEB may elect to perform certain work in the Shopping Center in the location depicted on the Site Work Site Plan as the "*Private Work*", which Private Work comprises the widening and reconfiguring that certain access drive shown on the Site Work Site Plan along with associated work within the right of way, removing certain parking spaces to accommodate the widening of the access drive, and the relocation of certain existing signs and private improvements as shown on the Site Work Site Plan.

2. In connection with HEB's construction of the Private Work, HEB has requested that the County perform certain work in the right-of-way of Fry Road adjacent to the Shopping Center depicted on the Site Work Site Plan as the "*Public Work*", which Public Work includes (a) the construction of a

left-turn lane, and (b) the modification of the existing traffic signals at the intersection of Fry Road and the above-referenced access drive. The Public Work shall be performed at the sole cost and expense of the County pursuant to the terms, conditions and provisions set forth herein.

3. In connection with the Private Work and the Public Work, the County has also requested that Landlord convey to the County for right-of-way that certain portion of the Shopping Center more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes (the "**ROW**"). The conveyance of the ROW to the County shall be subject to any and all agreements, restrictions, covenants, easements, rights-of-way, encumbrances affecting the ROW of record in Fort Bend County, Texas. The form of the deed for the conveyance of the ROW shall be in the form attached hereto as Exhibit "C" and made a part hereof for all purposes (the "**ROW Deed**"). As consideration for the ROW, the County shall pay to Landlord the amount of Thirty-Five Thousand Eight Hundred Twenty-Eight and No/100 Dollars (\$35,828.00) (the "**ROW Consideration**"), within fifteen (15) days following the date upon which Landlord delivers to the County an executed and notarized ROW Deed for recordation in the Real Property Records of Fort Bend County, Texas pursuant to the terms, conditions and provisions set forth herein.

4. Upon the full execution of this Letter Agreement, HEB shall cause its engineer to provide project plans and bid documents to the County for the Public Work, whereupon County shall use its best efforts to bid and issue a Purchase Order for the Public Work within fifty (50) days of receipt of the project plans and bid documents from HEB and complete construction of the Public Work on or before June 30, 2015.

5. Once the County has commenced construction on the Public Work, HEB shall commence construction of the Private Work within thirty (30) days and shall use good faith efforts to complete construction of the Private Work on or before June 30, 2015. Notwithstanding any other provision contained herein, if the County does not commence construction of the Public Work, then HEB shall have no obligation to complete construction of the Private Work.

6. Within thirty (30) days of receipt of HEB's written notice of election to pursue Private Work, Landlord shall deliver to the County an executed and notarized ROW Deed for recordation in the Real Property Records of Fort Bend County, Texas. The County shall hold such ROW Deed in escrow until such time as the ROW Consideration has been delivered to Landlord and construction of the Public Work has commenced, whereupon it may be recorded in the Real Property Records of Fort Bend County, Texas.


Please indicate your agreement with the foregoing by executing this Letter Agreement in the space designated below.

This Letter Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one and the same agreement. For purposes of this Letter Agreement, a facsimile signature shall be deemed an original signature. This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of a default hereunder by the County in the performance of the Public Work and/or payment of the consideration for the ROW, HEB shall have all available remedies at law or in equity, including but not limited to the right to perform the Public Work, at the cost and expense of the County. In the event of a default hereunder by the Landlord to convey the ROW, HEB shall have available remedies at law or in equity, including but not limited to the right of specific performance.

Very truly yours,

TENANT:

HEB GROCERY COMPANY, LP,
a Texas limited partnership

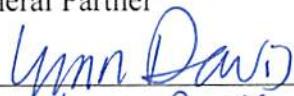
By: 
Name: Todd A. Piland
Title: Executive Vice President

ACKNOWLEDGED AND AGREED TO BY:

LANDLORD:

MEADOWS MARKETPLACE SHOPPING CENTER, LP,
a Texas limited partnership

By: Meadows Marketplace Shopping Center GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: Lynn Davis
Title: EVP

COUNTY:

Fort Bend County
a body corporate and politic under the laws of the State of Texas

By: _____
Name: Robert E. Hebert
Title: County Judge

Exhibit "A"
Site Work Site Plan

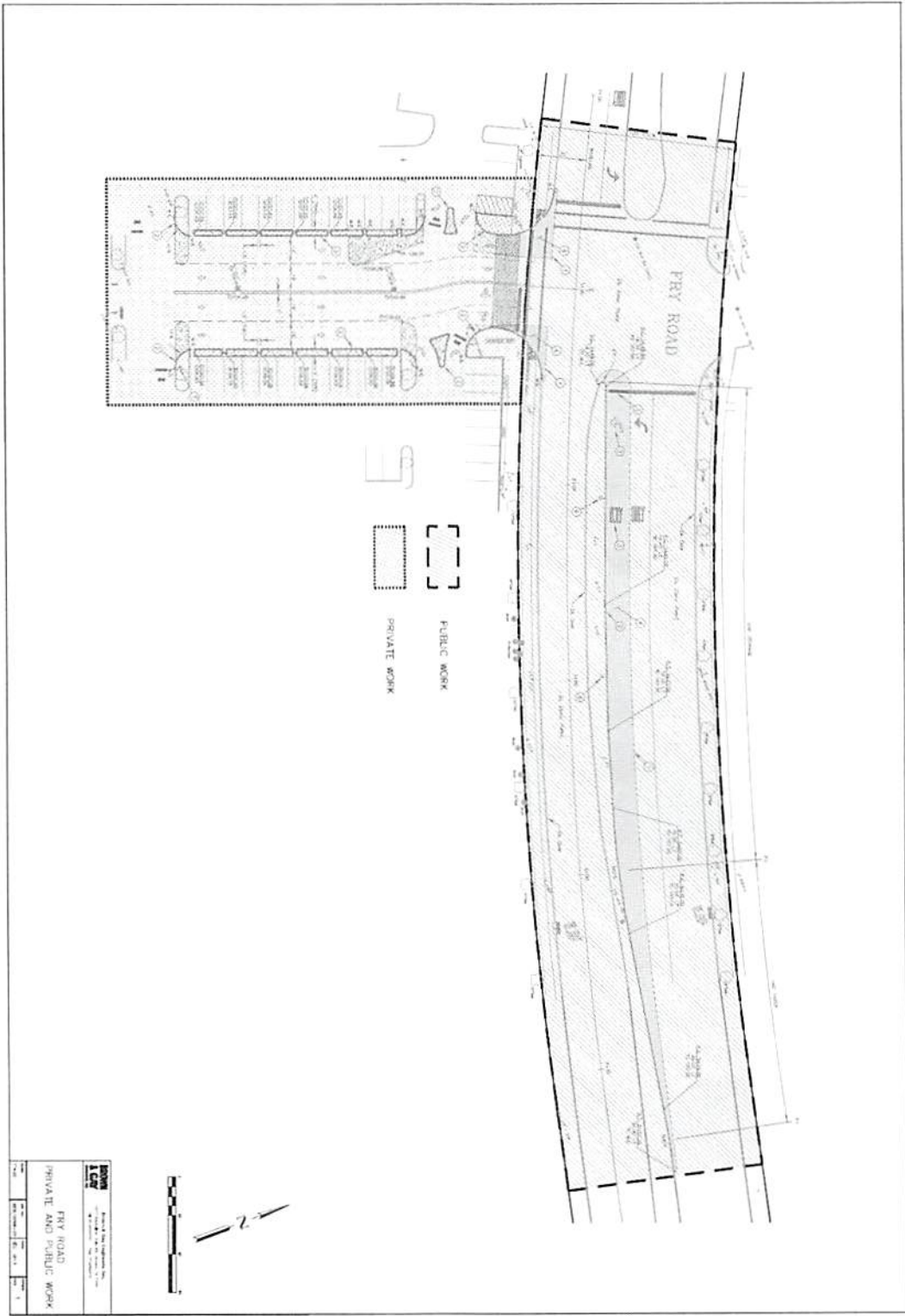


Exhibit "B"
ROW

TRACT 6
Metes and Bounds Description
Right-of-Way Widening
(921 Square Feet)

Description of a tract of land containing 921 square feet or 0.0211 acres situated in the Thomas Hobermaker Survey, Abstract 190 in Fort Bend County, Texas. Said 921-square foot tract being out of Reserve "E" of Meadows Marketplace Replat No. One (1) Subdivision, a subdivision according to the plat thereof recorded under Slide No. 20060059 of the Fort Bend County Map Records in said Fort Bend County, Texas. Said Reserve "E", together with Reserves "A", "B", "C" and "D" conveyed unto Meadows Marketplace Shopping Center, LP by deed recorded under Fort Bend County Clerk's File No. 2006108425 of the Official Public Records for Real Property in said Fort Bend County, Texas. Said 921-square foot tract being more particularly described by metes and bounds as follows; all coordinates and bearings recited herein are referenced to the Texas Coordinate System of 1983, South Central Zone NAD83 Datum:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found for the most northerly northeast corner of said Reserve "D" and the northwest corner of said Reserve "E", located in the existing south right-of-way line of a public road known as Fry Road (width varies);

THENCE South 77°04'13" East with the existing south right-of-way line of said Fry Road and the north line of said Reserve "E", a distance of 42.01 feet to a 5/8-inch iron rod set for the proposed northwest corner and POINT OF BEGINNING of said tract herein described. Said BEGINNING POINT having grid coordinate values, North (Y) = 13,821,409.48 and East (X) = 2,992,078.94; Scale Factor = 0.9998799;


THENCE South 77°04'13" East, continuing with the existing south right-of-way line of said Fry Road and the north line of said Reserve "E", a distance of 134.00 feet to a 5/8-inch iron rod set for the proposed northeast corner of said tract herein described;

THENCE South 71°19'20" East, continuing with the existing south right-of-way line of said Fry Road and the north line of said Reserve "E", a distance of 61.90 feet to a 5/8-inch iron rod set for the proposed southeast corner of said tract herein described;

THENCE North 77°04'13" West with a line parallel to and located 6.2 feet south of the existing south right-of-way line of said Fry Road and the north line of said Reserve "E", a distance of 163.00 to a 5/8-inch iron rod set for the proposed southwest corner of said tract herein described;

THENCE North 66°18'00" West, a distance of 33.18 feet to the POINT OF BEGINNING and containing 921 square feet or 0.0211 acres of land.

A parcel map of even date was prepared in conjunction with this property description, this 12th day of May, 2014.


Raymond A. Rahaman
Registered Professional Land Surveyor No. 4354
Western Group Consultants
11111 Katy Freeway, Suite 520
Houston, Texas 77079
(713) 465-6655



RAYMOND A. BAHAMON, S.P.L.S. NO. 2234
 (Not valid without signature)
 MAY 12, 2014

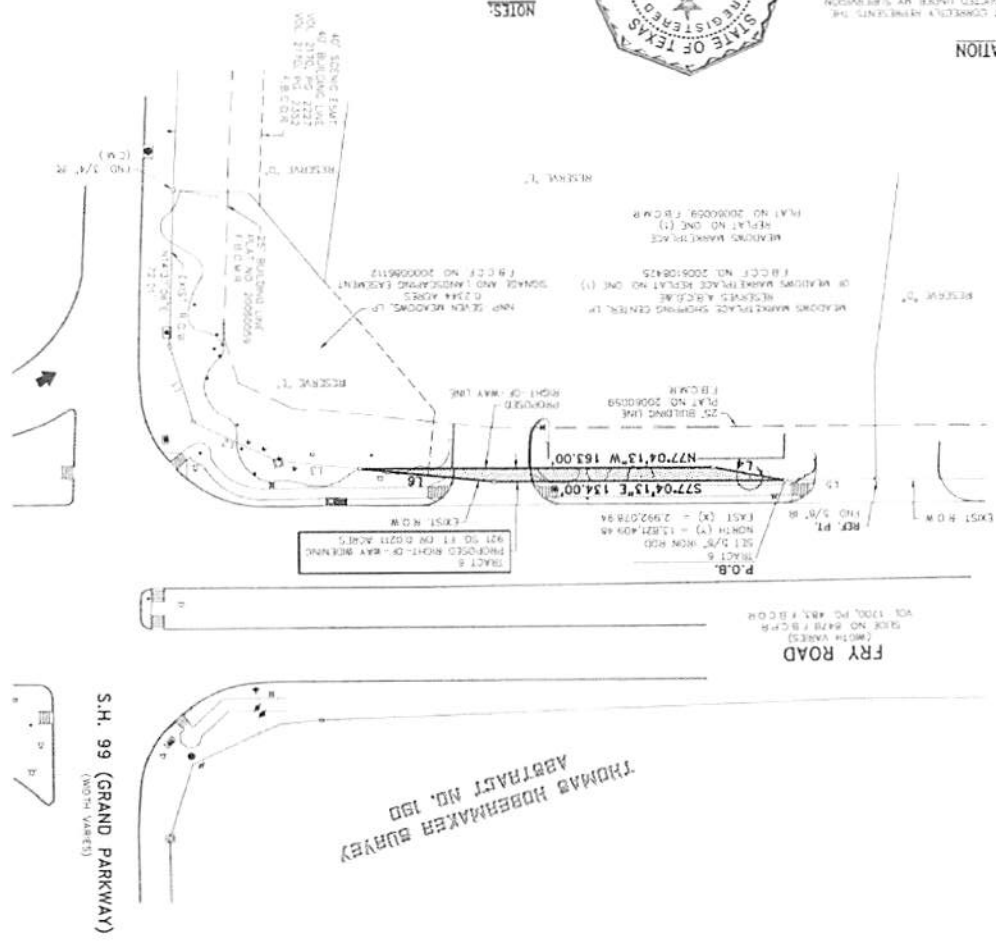
RAYMOND A. BAHAMON HEREBY CERTIFIES THAT THIS SURVEY REPRESENTS THE FACTS FOUND AS A RESULT OF AN ACTUAL SURVEY CONDUCTED UNDER HIS SUPERVISION DURING THE MONTH OF APRIL, 2014.

BOUNDARY LINES OTHERWISE SHOWN HEREON THERE ARE NO PRESENT ENCUMBRANCES AND IMPROVEMENTS ARE WITHIN ITS

SURVEYOR'S CERTIFICATION



- NOTES:**
1. SET 5/8" IRON RODS AT ALL CORNERS UNLESS OTHERWISE SHOWN.
 2. BEARING DIRECTION ARE BASED UPON THE TEXAS SOUTH CENTRAL ZONE.
 3. ALL DISTANCES SHOWN ARE GRID VALUES.
 4. ALL DISTANCES SHOWN ARE GRID VALUES. PROJECT SCALAR FACTOR = 0.999999.
 5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED BY COMPLETION WITH EACH PLOT SHOWN HEREON.
 6. BOUNDARY DETERMINATION IS BASED UPON FOUND MONUMENTS SHOWN HEREON AS SHOWN (CONTROL MONUMENTS).



EXISTING LEGEND

POWER POLE	⊕
DOWN GUY	⊗
YARD LIGHT	⊙
FLNE HYDRANT	⊕
WATER VALVE	⊕
STONE MANHOLE	⊕
NELT	⊕
SMOKY MANHOLE	⊕
CAS VALVE	⊕
TELEPHONE POE	⊕
TELEPHONE MANHOLE	⊕
CABLE TV POE	⊕
WOOD POST	⊕
STN	⊕
SPRINKLER HEAD	⊕
PAVE TRIT	⊕
TREE	⊕
ONE TREE	⊕

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N04°10'24\"W	56.20'
L2	N51°39'39\"W	43.05'
L3	N71°19'20\"W	47.86'
L4	N66°18'00\"W	33.18'
L5	S77°04'13\"E	42.01'
L6	S71°19'20\"E	61.90'



TRACT 6

WESTERN GROUP CONSULTANTS
 11221 Katy Freeway, Suite 800
 Houston, Texas 77058-4008
 WGC

FORT BEND COUNTY, TEXAS
 ENGINEERING DEPARTMENT

PROPOSED INTERSECTION
 IMPROVEMENTS
 FRY ROAD AT
 S.H. 99 (GRAND PARKWAY)
 RIGHT-OF-WAY WIDENING
 PARCEL MAP
 SHEET 6 OF 6

DATE: 05/12/14
 DRAWN BY: JH
 CHECKED BY: JH
 TITLE: TRACT 6

TO HAVE AND TO HOLD the Property described herein and herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the Permitted Exceptions: and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property, subject to the Permitted Exceptions, 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.

Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. **THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.**

If current ad valorem taxes on Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership. Grantee, as a governmental entity, shall be responsible for applying and perfecting any exemption for which it is entitled relating to period of ownership.

EXECUTED this _____ day of March, 2015.

GRANTOR:

Meadows Marketplace Shopping Center, LP, a Texas limited partnership

By: Meadows Marketplace Shopping Center GP, LLC, its general partner

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was ACKNOWLEDGED before me, on the ____ day of March, 2015, by _____ the _____ of Meadows Marketplace Shopping Center GP, LLC, the general partner of Meadows Marketplace Shopping Center, LP, a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

Notary Public in and for the
State of Texas