

BILL OF SALE

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, a Texas local government corporation ("Seller"), for and in consideration of One Dollar (\$1.00) and other valuable consideration does hereby sell, grant, transfer and deliver unto UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Buyer"), its successors and assigns, the following described property, to-wit:

One (1) railroad bridge and appurtenances at or near Buyer's Milepost 27.79 on Buyer's Glidden Subdivision in Fort Bend County, Texas (the "Bridge") in the location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof.

THE SELLER BY THIS INSTRUMENT MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; IT BEING UNDERSTOOD THAT THE BUYER IS ACQUIRING THE BRIDGE FROM THE SELLER IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND THAT THE BUYER ASSUMES ALL RISKS IN CONNECTION THEREWITH.

Notwithstanding the disclaimer in the preceding paragraph, Seller hereby sells, grants, transfers, assigns and delivers to Buyer all warranties of Contractor to that certain Minimum Scope of work set forth in that certain Overpass Contract as the aforesaid are defined in that certain Joint Project Agreement dated as of August 28, 2012 by and between Seller and Buyer and consented to by Contractor, Williams Brothers, on November 2, 2012.

Subject to the above disclaimer by the Seller, the Seller represents and warrants: (1) that the Seller has good, sufficient and marketable title in and to, and is the sole owner of, the Bridge; (2) that the Seller has authority to sell and convey the Bridge without breach of any other agreement; (3) that the Bridge is free and clear of all liens and encumbrances, and that no person or entity has or claims any security interest or lien in or to the Bridge including, but not limited to, any mortgage, deed of trust, pledge or assignment; (4) that there are no mechanic's or materialmen's liens of any kind or nature existing against the Bridge and that no work has been done on the Bridge or material furnished therewith that has not been paid for that would be the basis of any mechanic's or materialman's liens to be enforced against the Property and (5) that it will defend title to and sale of the Bridge unto the Buyer against any claims and demands of all and every person, persons or entity whatsoever.

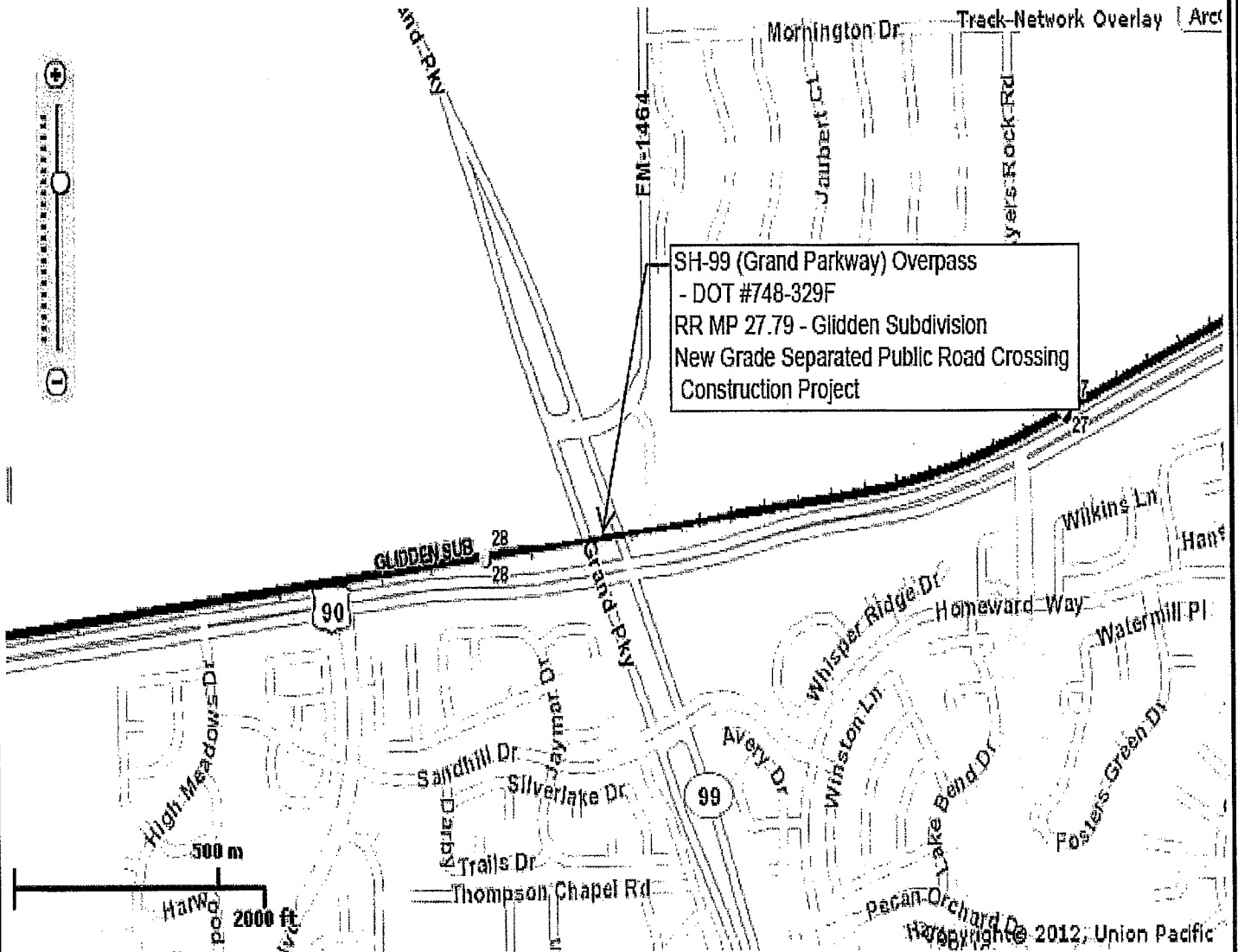
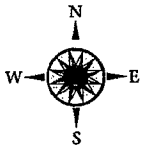
IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed as of the 20th day of May, 2015.

**FORT BEND GRAND PARKWAY
TOLL ROAD AUTHORITY**

By: _____


James D. Condrey, DDS, Chairman

RAILROAD LOCATION PRINT OF A NEW GRADE SEPARATED PUBLIC ROAD CROSSING CONSTRUCTION PROJECT



RAILROAD WORK TO BE PERFORMED:

1. Engineering Design Review & Flagging.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GLIDDEN SUBDIVISION
RAILROAD MILE POST 27.79
GPS: N 29° 36.1310', W 95° 41.0843'
SUGAR LAND, FORT BEND CO., TX.

To accompany an agreement with the
**FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY**

covering a new grade separated public road crossing construction project.

Folder No. 2724-86

Date: February 27, 2012

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193