

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.

**STORM DRAINAGE EASEMENT AGREEMENT
(0.2103 acres)**

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

That **ENNIS BOYD HUMPHREY JR.**, an individual, **CHRISTOPHER JAMES HUMPHREY**, an individual, and **MERDEAN DENISE BRINKLEY**, an individual ("**Grantors**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash to Grantor in hand paid by **COUNTY OF FORT BEND, TEXAS**, a body politic organized under the laws of the State of Texas whose address is 301 Jackson Street, Richmond, Texas 77469 ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto Grantee, its successors and assigns, an unobstructed, exclusive, permanent and perpetual easement and right-of-way (the "**Easement**") for access to and construction, installation, placement, maintenance, repair, protection, relocation, replacement, alteration, substitution, enlargement, reduction, removal, inspection, and operation of surface drainage, including without limitation open or closed ditches, channels and swales, drainage pipe or pipes, drainage line or lines, and all related appurtenances (the "**Facilities**") across, along, above, over, under, within, through and upon that certain tract of land consisting of 0.2103 acres, more or less (the "**Property**"), being more particularly described on **Exhibit "A,"** attached hereto and made a part of this Drainage Easement Agreement (this "**Agreement**").

Grantee may construct, install, place, maintain, repair, protect, relocate, replace, alter, substitute, enlarge, reduce, remove, inspect and operate the Facilities across, along, above, over, under, within, through and upon the Property and may enter upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Property and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easement is granted. Grantee will, at all times after doing any work in connection with the Easement hereby conveyed, restore the Property as nearly as possible to its condition prior to the undertaking of such work; provided, however, that Grantee shall not be required to replace trees, growth, shrubbery, or other vegetation thereon.

Grantor expressly reserves the right to the use and enjoyment of the surface of the Property for any and all purposes, except construction of houses, buildings and structures (other than sidewalks, driveways, and parking lots), provided that such use will not prevent Grantee from constructing, installing, placing, maintaining, repairing, protecting, relocating, replacing, altering, substituting, enlarging, reducing, removing, inspecting or operating the Facilities thereon, provided, however, that Grantee shall not be required to replace sidewalks, driveways and parking lots thereon.

Grantor reserves all oil, gas, and other minerals in, on, or under the Property which Grantor may own, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in these grants shall prohibit or in any manner restrict the right of Grantor to develop the Property for oil, gas, and other minerals by directional drilling from a nearby site.

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 Property and appearing of record in the Real Property Records of Fort Bend County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters, agrees that it will not enforce said items and matters in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Easement.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Property is located.

This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

To the extent allowed by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this Agreement by the indemnifying party.

This Agreement and any exhibits are the entire agreement of the parties concerning the Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this Agreement and any exhibits.

If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress, unto 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.

IN WITNESS WHEREOF this instrument is executed the 25 day of August, 2016.

GRANTOR:

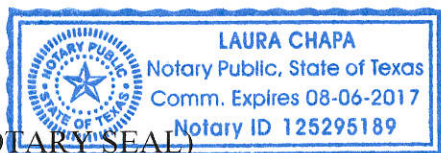
ENNIS BOYD HUMPHREY, JR., an individual

By: Ennis Boyd Humphrey Jr
Ennis Boyd Humphrey, Jr.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me on this day, personally appeared **ENNIS BOYD HUMPHREY, JR.**, an individual, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this 25 day of August, 2016.



(NOTARY SEAL)

Laura Chapa
Notary Public in and for the State of Texas

IN WITNESS WHEREOF this instrument is executed the 31 day of August, 2016.

GRANTOR:

CHRISTOPHER JAMES HUMPHREY, an individual

By: _____

Christopher James Humphrey
Christopher James Humphrey

THE STATE OF TEXAS
COUNTY OF FORT BEND

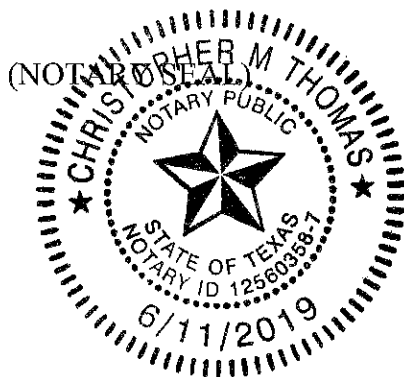
§
§
§

Before me on this day, personally appeared **CHRISTOPHER JAMES HUMPHREY**, an individual, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this 31 day of August, 2016.

[Signature]

Notary Public in and for the State of Texas



IN WITNESS WHEREOF this instrument is executed the 27th day of October, 2016.

GRANTOR:

MERDEAN DENISE BRINKLEY, an individual

By: Merdean Denise Brinkley
Merdean Denise Brinkley

THE STATE OF TEXAS

§

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COUNTY OF FORT BEND

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Before me on this day, personally appeared **MERDEAN DENISE BRINKLEY**, an individual, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this 27th day of October, 2016.



Veronica Harris
Notary Public in and for the State of Texas

AGREED TO AND ACCEPTED as of the _____ day of _____, 2016.

GRANTEE:

FORT BEND COUNTY, TEXAS,

a body politic organized under the laws of the State
of Texas

By: _____
Robert E. Hebert, Fort Bend County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____,
2016, by Robert E. Hebert, County Judge of Fort Bend County, Texas, a body politic organized
under the laws of the State of Texas, for and on behalf of such body politic.

Notary Public in and for the State of Texas

(NOTARY SEAL)

After recording return to:

Fort Bend County- Kendleton 1st Street Acquisition
c/o Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attention: Martye Kendrick

Attachment:

Exhibit "A"- Legal Description and Survey of the Right-of-Way Tract

Exhibit "A"
Legal Description and Survey of the Right-of-Way Tract

EXHIBIT

PARCEL 20:

A TRACT OR PARCEL CONTAINING 0.2103 ACRES (9,159 SQ. FT.) OF LAND, SITUATED IN THE ISAAC MCGARY LEAGUE, ABSTRACT NO. 58, FORT BEND COUNTY, TEXAS, SAID 0.2095 ACRE TRACT BEING OUT OF AND A PORTION OF A CALLED 41.374 ACRE CONVEYED TO ECCIS BOYD JR. HUMPHREY, ETAL AS DESCRIBED IN A DEED RECORDED IN VOLUME 2371, PAGE 1473 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), SAID 0.2103 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; ALL BEARINGS ARE BASED ON TEXAS STATE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83:

COMMENCING AT A 5/8 INCH IRON ROD SET MARKING THE MOST WESTERLY END OF A CUTBACK LINE OF THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. 2919 (100 FEET IN WIDTH) AND THE NORTHWEST RIGHT-OF-WAY LINE OF BRAXTON ROAD (70 FEET IN WIDTH BASED ON TXDOT RIGHT-OF-WAY MAP), SAME BEING THE MOST WESTERLY SOUTHWEST CORNER OF A CALLED 2.000 ACRE TRACT CONVEYED TO THE CITY OF KENDLETON AS DESCRIBED IN A DEED RECORDED IN F.B.C.C.F. NO. 9865228;

THENCE, NORTH 32 DEGREES 14 MINUTES 59 SECONDS EAST, ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2919, A DISTANCE OF 12.82 FEET TO A 5/8 INCH IRON PIPE SET MARKING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2919 IN A NORTHWESTERLY DIRECTION OF A CURVE TO THE LEFT, A DISTANCE OF 349.63 FEET HAVING A RADIUS OF 2914.93 FEET, SUBTENDING A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 20 SECONDS WITH A CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 48 MINUTES 43 SECONDS WEST, 349.42 FEET TO A 5/8 INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF SAID CALLED 2.000 ACRE TRACT;

THENCE, NORTH 53 DEGREES 42 MINUTES 31 SECONDS EAST, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2919, THROUGH AND ACROSS A CALLED 56 ACRE TRACT CONVEYED TO ERNEST TROY PETITT, ETAL AS DESCRIBED IN A DEED RECORDED IN F.B.C.C.F. NO. 9533684, A DISTANCE OF 1078.01 FEET TO A 5/8 INCH IRON ROD SET MARKING THE BEGINNING TO A TANGENT CURVE TO THE LEFT;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT AND CONTINUING THROUGH AND ACROSS SAID CALLED 56 ACRE TRACT, A DISTANCE OF 222.17 FEET HAVING A RADIUS OF 1235.00 FEET, SUBTENDING A CENTRAL ANGLE OF 10 DEGREES 18 MINUTES 26 SECONDS WITH A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 33 MINUTES 17 SECONDS EAST, 221.87 FEET TO A 5/8 INCH IRON ROD SET MARKING THE END OF SAID CURVE AND FOR A POINT OF TANGENCY;

THENCE, NORTH 43 DEGREES 24 MINUTES 04 SECONDS EAST, CONTINUING THROUGH AND ACROSS SAID CALLED 56 ACRE TRACT, A DISTANCE OF 129.39 FEET TO A 5/8 INCH IRON PIPE SET MARKING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT CONTINUING THROUGH AND ACROSS SAID CALLED 56 ACRE TRACT, AT 70.94 FEET HAVING A RADIUS OF 1235.00 FEET PASSING THE SOUTHWESTERLY LINE OF A CALLED 1.85 ACRE TRACT CONVEYED TO CARLYLE KING AS CALLED IN FORT BEND COUNTY APPRAISAL DISTRICT ACCOUNT NO. (F.B.C.A.D.) 0058-02-590-0000-908, AND CONTINUING THROUGH AND ACROSS SAID CALLED 1.85 ACRE TRACT FOR A TOTAL DISTANCE OF 225.95 FEET AND SUBTENDING A CENTRAL ANGLE OF 11 DEGREES 06 MINUTES 46 SECONDS WITH A CHORD BEARING AND DISTANCE OF NORTH 48 DEGREES 57 MINUTES 27 SECONDS EAST, 225.60 FEET TO A 5/8 INCH IRON ROD SET FOR A POINT OF TANGENCY;

THENCE, NORTH 54 DEGREES 30 MINUTES 50 SECONDS EAST, CONTINUING THROUGH AND ACROSS SAID CALLED 1.85 ACRE TRACT, A DISTANCE OF 33.26 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE, NORTH 35 DEGREES 07 MINUTES 29 SECONDS WEST, CONTINUING THROUGH AND ACROSS SAID CALLED 1.85 ACRE TRACT, A DISTANCE OF 25.25 FEET TO A 5/8 INCH IRON ROD SET ON THE COMMON NORTHWESTERLY LINE OF SAID CALLED 1.85 ACRE TRACT AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF 1ST STREET;

THENCE, NORTH 53 DEGREES 11 MINUTES 23 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 434.34 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTH CORNER OF SAID CALLED 1.85 ACRE TRACT;

THENCE, SOUTH 34 DEGREES 03 MINUTES 42 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 7.79 FEET TO A POINT FOR CORNER;

THENCE, NORTH 54 DEGREES 30 MINUTES 50 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID 1ST STREET, AT 90.70 FEET PASSING A 5/8 INCH IRON ROD SET FOR THE WEST CORNER OF A CALLED 0.12 ACRE CONVEYED TO VERMA DEAN MAXWELL, AS DESCRIBED IN A DEED RECORDED IN FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. NO.) 9569411, AT 195.84 FEET PASSING A 5/8 INCH IRON ROD SET FOR THE NORTH CORNER OF SAID VERMA DEAN MAXWELL TRACT, SAME BEING THE SOUTH CORNER OF THE INTERSECTION OF THE SOUTHEASTLY RIGHT-OF-WAY LINE OF 1ST STREET AND THE SOUTHWESTERLY LINE OF CRAWFORD STREET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 230.71 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CRAWFORD STREET AND THE SOUTHWESTERLY LINE OF AFORESAID ENNIS BOYD JR. HUMPHREY TRACT FOR CORNER;


THENCE, NORTH 34 DEGREES 31 MINUTES 44 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CRAWFORD STREET, A DISTANCE OF 2.30 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT

THENCE, NORTH 56 DEGREES 08 MINUTES 49 SECONDS EAST, DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CRAWFORD STREET, A DISTANCE OF 357.23 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTH CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, SOUTH 66 DEGREES 28 MINUTES 36 SECONDS EAST, A DISTANCE OF 29.68 FEET TO A 5/8 INCH IRON ROD SET FOR THE EAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, SOUTH 56 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 372.94 FEET TO A 5/8 INCH IRON ROD SET ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AFORESAID CRAWFORD STREET FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, NORTH 34 DEGREES 31 MINUTES 44 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CRAWFORD STREET, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.2095 ACRES OR 9,127 SQUARE FEET OF LAND.


01/15/16
GEORG R. LARDIZABAL, RPLS 6051
GGC SURVEY, PLLC, FIRM NO. 10146000
TEL. 832-729-7256
4419 ZIMMERLY COURT
SUGAR LAND, TX 77479

