

DRAINAGE EASEMENT

(0.841 Acre Tract)

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

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

That **D.R. HORTON-TEXAS, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain tract of land described on Exhibit "A" and shown on Exhibit "B" attached hereto (the "Easement Property"). Grantor is also conveying a permanent and perpetual non-exclusive easement to **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("MUD 182"), its successors and assigns, for certain specific purposes described herein.

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns (including MUD 182), expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size, benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or Grantee's free right of ingress to and from the Easement Property. Prior to Grantor, or its successors or assigns (including MUD 182), hereafter constructing any of Grantor's

Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

MUD 182 shall have the right to utilize the Easement Property for the purposes of construction, installation, maintenance, repair, replacement and operation of road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size, benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (Any of such lines, facilities, or items installed by MUD 182 shall be referred to herein as the "MUD 182 Facilities."); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or Grantee's free right of ingress to and from the Easement Property. Grantor hereby grants a non-exclusive easement to MUD 182 for said purposes. Prior to MUD 182, or its successors or assigns, hereafter constructing any of MUD 182's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not MUD 182 or Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity (ies).

MUD 182 shall, at its sole cost, be responsible to cause the maintenance and operation of the MUD 182 Facilities. Grantee understands and agrees that the grasses within the Easement Property that MUD 182 will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that MUD 182 has failed to adequately maintain the MUD 182 Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give MUD 182 written notice of its intent to perform same and identify the area(s) where MUD 182 has failed to adequately maintain, and (ii) give MUD 182 an opportunity of at least 60 days to cure MUD 182's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide MUD 182 with as much notice as is reasonably practicable to allow MUD 182 an opportunity to cure. Grantee shall invoice MUD 182 for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph, which invoice will be due and payable by MUD 182 within 60 calendar days of receipt.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable

against the Easement Property. Grantor reserves the right to convey to others (including, without limitation, MUD 182) the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

TO HAVE AND HOLD perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee, Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

This 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.

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IN WITNESS WHEREOF, this instrument is effective this 20 day of JULY, 2017.

GRANTOR:

D.R. HORTON-TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation, its Authorized Agent

By: [Signature]
Name: JONATHAN WOODRUFF
Title: ASSISTANT VICE PRESIDENT

THE STATE OF TEXAS

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§

COUNTY OF FORT BEND

This instrument was acknowledged before me on this 20 day of JULY, 2017, by JONATHAN WOODRUFF, ASSISTANT VP, of D. R. HORTON, INC., a Delaware corporation, which is the authorized agent of D. R. HORTON – TEXAS, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.



(SEAL)

[Signature]
Notary Public in and for
the State of TEXAS

ACCEPTED this ____ day of _____, 2017.

GRANTEE:

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

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§

COUNTY OF _____

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This instrument was acknowledged before me on this ____ day of _____, 2017, by _____, _____ of Fort Bend County Drainage District, on behalf of said political subdivision.

Notary Public in and for
the State of Texas

(SEAL)

ACCEPTED this 17 day of July, 2017.

MUD 182:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 182

By: D. Scott Sullivan

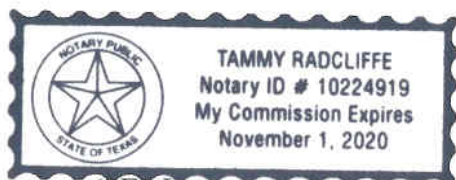
Name: D. Scott Sullivan

Title: PRESIDENT

THE STATE OF Texas
COUNTY OF Ft Bend

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This instrument was acknowledged before me on this 17th day of July, 2017, by D. Scott Sullivan, President of Fort Bend County Municipal Utility District No. 182, on behalf of said political subdivision.



(SEAL)

Tammy Radcliffe
Notary Public in and for
the State of Texas

EXHIBIT "A"

June 19, 2017
Job No. 1931-1404A

DESCRIPTION OF 0.841 ACRE (36,643 SQUARE FEET) DRAINAGE EASEMENT

Being 0.841 acre (36,643 square feet) of land located in the A.G. Sharpless Survey, Abstract 322, and the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of that certain called 631.26 acre tract and a portion of that certain called 30.53 acre tract (described as Tract III) conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 0.841 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "Brown & Gay" found marking the southeast corner of said 30.53 acre tract, from which a 5/8-inch iron rod with cap stamped "LJA ENG" found for an angle point on the southeast line of that certain called 35.361 acre tract conveyed to Fort Bend County Municipal Utility District Number 182 by instruments of record under File Numbers 2015041853 and 2015057943, F.B.C.O.P.R., same being on the northwest right-of-way line of Katy – Fulshear Road (width varies), bears South 55° 45' 32" West, 599.47 feet;

Thence, South 83° 22' 57" West, 408.43 feet to the southeast corner and POINT OF BEGINNING of the herein described tract, same being on the northeast line of said 35.361 acre tract, the beginning of a curve;

Thence, with said northeast line the following eight (8) courses:

1. 11.53 feet along the arc of a non-tangent curve to the left, having a radius of 94.80 feet, a central angle of 06° 58' 03", and a chord which bears South 65° 28' 05" West, 11.52 feet to a point for corner, the beginning of a reverse curve;

0.841 Acre

June 19, 2017
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2. 133.15 feet along the arc of a tangent curve to the right, having a radius of 125.20 feet, a central angle of $60^{\circ} 56' 07''$, and a chord which bears North $87^{\circ} 32' 53''$ West, 126.97 feet to a point for corner, the beginning of a reverse curve;
3. 59.58 feet along the arc of a tangent curve to the left, having a radius of 374.80 feet, a central angle of $09^{\circ} 06' 32''$, and a chord which bears North $61^{\circ} 38' 06''$ West, 59.52 feet to a point for corner, the beginning of a reverse curve;
4. 89.96 feet along the arc of a tangent curve to the right, having a radius of 75.20 feet, a central angle of $68^{\circ} 32' 22''$, and a chord which bears North $31^{\circ} 55' 10''$ West, 84.69 feet to a point for corner, the beginning of a reverse curve;
5. 50.87 feet along the arc of a tangent curve to the left, having a radius of 124.80 feet, a central angle of $23^{\circ} 21' 18''$, and a chord which bears North $09^{\circ} 19' 39''$ West, 50.52 feet to a point for corner, the beginning of a reverse curve;
6. 106.34 feet along the arc of a tangent curve to the right, having a radius of 125.20 feet, a central angle of $48^{\circ} 39' 59''$, and a chord which bears North $03^{\circ} 19' 41''$ East, 103.18 feet to a point for corner, the beginning of a reverse curve;
7. 72.91 feet along the arc of a tangent curve to the left, having a radius of 124.80 feet, a central angle of $33^{\circ} 28' 28''$, and a chord which bears North $10^{\circ} 55' 27''$ East, 71.88 feet to a point for corner, the beginning of a reverse curve;
8. 55.26 feet along the arc of a tangent curve to the right, having a radius of 225.20 feet, a central angle of $14^{\circ} 03' 37''$, and a chord which bears North $01^{\circ} 13' 01''$ East, 55.12 feet to a point for corner, the beginning of a reverse curve;

0.841 Acre

June 19, 2017
Job No. 1931-1404A

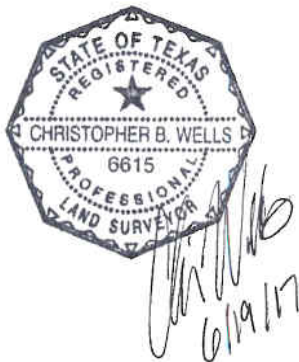
Thence, 151.61 feet departing the aforementioned northeast line and along the arc of a non-tangent curve to the left, having a radius of 300.00 feet, a central angle of $28^{\circ} 57' 18''$, and a chord which bears South $19^{\circ} 21' 55''$ East, 150.00 feet to a point for corner, the beginning of a reverse curve;

Thence, 63.73 feet along the arc of a tangent curve to the right, having a radius of 250.00 feet, a central angle of $14^{\circ} 36' 21''$, and a chord which bears South $26^{\circ} 32' 23''$ East, 63.56 feet to a point for corner, the beginning of a reverse curve;

Thence, 103.50 feet along the arc of a tangent curve to the left, having a radius of 183.63 feet, a central angle of $32^{\circ} 17' 39''$, and a chord which bears South $35^{\circ} 23' 02''$ East, 102.14 feet to a point for corner, the beginning of a reverse curve;

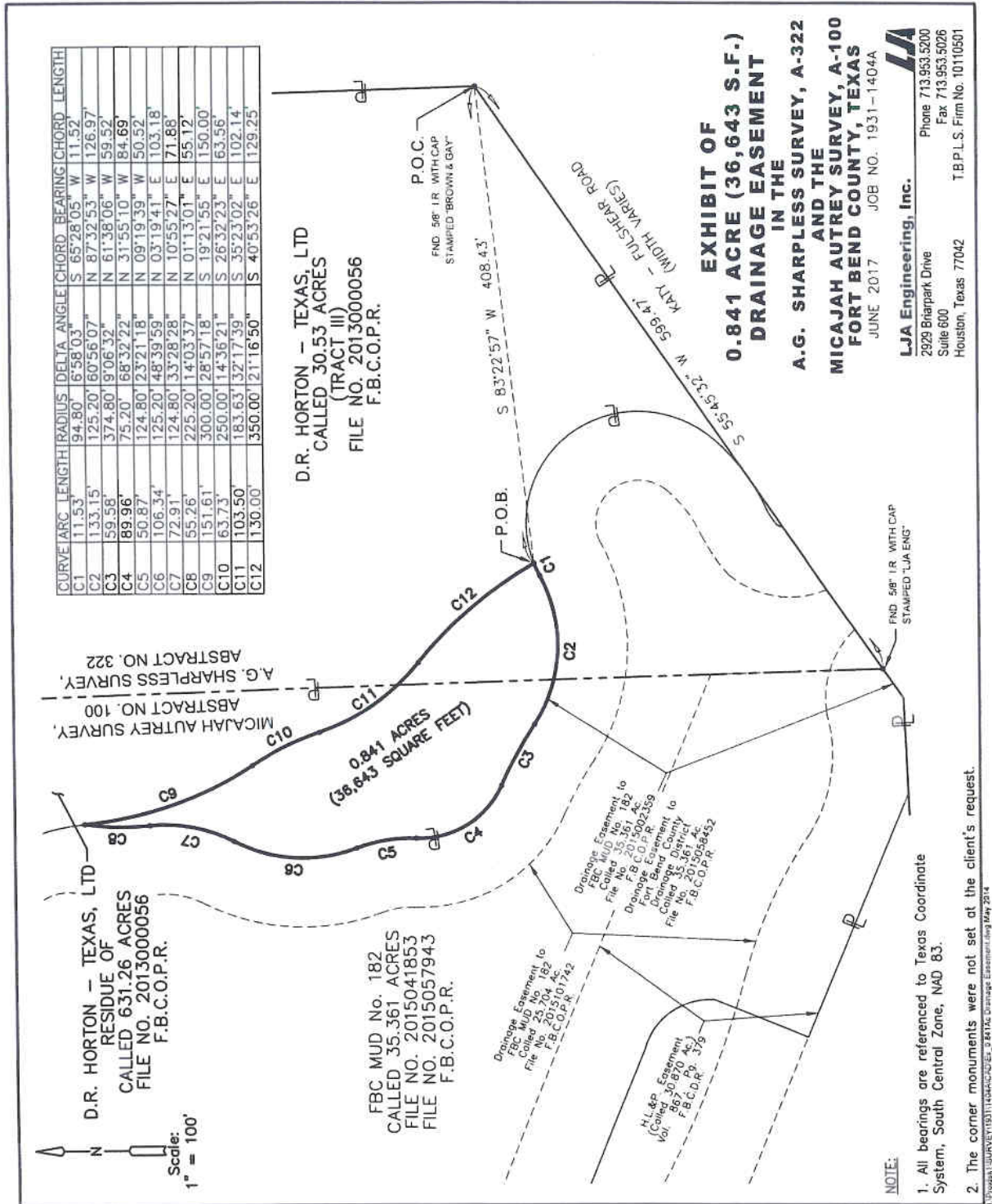
Thence, 130.00 feet along the arc of a tangent curve to the right, having a radius of 350.00 feet, a central angle of $21^{\circ} 16' 50''$, and a chord which bears South $40^{\circ} 53' 26''$ East, 129.25 feet to the POINT OF BEGINNING and containing 0.841 acre (36,643 square feet) of land.

The corner monuments were not set at the client's request.



LJA Engineering, Inc.

EXHIBIT "B"



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-241272

Date Filed:
07/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DR Horton - Texas, Ltd
Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R422719
Dedication of Drainage ROW

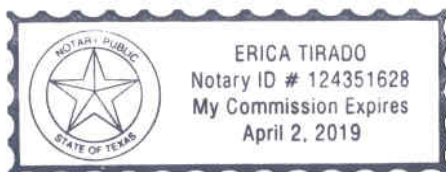
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Chris Lindhorst
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Chris Lindhorst, this the 27th day of July, 2017, to certify which, witness my hand and seal of office.

Erica Tirado
Signature of officer administering oath

ERICA TIRADO
Printed name of officer administering oath

NOTARY
Title of officer administering oath