

THE STATE OF TEXAS §
 §
 §
COUNTY OF FORT BEND §

PARTICIPATION AGREEMENT
(CONSTRUCTION OF RIGHT TURN AUXILIARY LANE FOR DRIVEWAY)

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as "the County"), a body politic acting herein by and through its Commissioners' Court and Thor Ranch, LLC, a Delaware limited liability company authorized to conduct business in the State of Texas, (hereinafter referred to as "Owner").

WHEREAS, County is currently engaged in a project to extend and improve the FM 1093/Westpark Tollway Facility (the "Project") that adjoins land owned by Owner platted as the Crossing at Cinco Ranch (the "Owner Property"); and

WHEREAS, Owner proposes to develop Owner Property and the construction of a right turn auxiliary lane for a driveway located approximately seven hundred thirty feet (730') west of Spring Green serving Owner (the "Turn Lane") is required for the additional development of platted tracts within Owner Property; and

WHEREAS, County and Owner agree that Owner Property will substantially benefit from the construction of the Project and it would be mutually beneficial to include the Turn Lane within the construction of the Project; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to County and to jointly participate in the construction of the Project under the terms agreed to herein; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, County and Owner agree as follows:

1. Owner's Responsibilities. Owner hereby agrees to perform the following:

 (a) Donate to the County, at no cost to the County, a tract of land within Owner Property measuring ten feet (10') in width for the entire length of Owner Property along and adjacent to FM 1093/Westpark Tollway Facility for road and utility right-of-way purposes (the "ROW"). The form of the deed for the conveyance of the ROW shall be in the form attached hereto as Exhibit "A" and incorporated herein for all purposes (the "ROW Deed").

 (b) Pay to County an amount equal to the following, hereinafter collectively referred to as "Turn Lane Cost:"

- (I) All of the actual costs and expenses incurred by County for the design, obtaining all necessary approvals (including environmental) and the construction of the Turn Lane;

- (II) Ten (10) percent of the actual construction cost for the administration of construction of the Turn Lane and
- (III) All of the actual costs and expenses incurred by County to relocate utilities to accommodate construction of the Turn Lane.

(c) Within thirty (30) calendar days of the final execution of this Agreement, and prior to initiation of the construction of the Turn Lane by the County, Owner shall make an initial payment in an amount equal to the estimate of the Turn Lane Cost, attached hereto as Exhibit "B" and incorporated herein for all purposes.

3. County's Responsibilities. County hereby agrees to perform the following:

(a) Construct or cause to be constructed by its roadway contractor, Webber, LLC, the Turn Lane and a connecting driveway that serves the Owner Property; and

(b) Design and construct the Turn Lane and the connecting driveway in conformance with the requirements of the Texas Department of Transportation ("TxDOT") and the Fort Bend Westpark Tollway/FM 1093 Access Policy and Procedures; and

(c) Obtain design and approvals (including those provided by TxDOT) directly by County and/or County's consulting engineer; and

(d) Within thirty (30) calendar days following completion of the Turn Lane, County shall provide to Owner an accounting of the final Turn Lane costs, including the actual costs of the items described in Section 1(b) above.

- (I) Within thirty (30) days of County's issuance and Owner's receipt of such final accounting, Owner shall make a payment in an amount equal to the difference between the final Turn Lane Cost and the initial payment based on the estimated Turn Lane Cost. However, should the initial payment by Owner exceed the final Turn Lane Cost, County agrees to return such funds paid in excess by Owner.
- (II) The final accounting will be based on County's road contractor's final pay estimate for the Turn Lane Cost
- (III) County and Owner agree that such reconciliation must be final prior to County's approval of any additional site development projects on Owner Property.

4. Disclaimer/Waiver of Damages/Liability.

(a) Owner acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Project, in whole or in part.

(b) Owner acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or Owner Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete the construction of the Project.

(c) Owner hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of the Project and/or any other act and/or omission relating, directly or indirectly, to the Project, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

5. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY OWNER TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.**

(b) OWNER RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Project only. Further, this Agreement does not waive or limit any of the obligations of Owner to County under any other order whether now existing or in the future arising.

7. Default. In the event Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after Owner's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

(a) to file this instrument in the Real Property Records of Fort Bend County as a lien and/or encumbrance against Owner and/or the Owner Property; and/or

(b) to refuse to accept any portion of any public improvements on the Owner Property and/or associated with the development of the Owner Property; and/or

(c) to refuse to finally accept the Owner Property and/or any portion thereof; and/or

(d) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, Owner will be entitled to seek any remedy available to them at law or in equity.

8. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

If to Owner, to:

Thor Ranch, LLC
Attention: Adam Lavinsky
25 West 39th Street, 11th Floor
New York, New York 10018

With a copy to:

Wachtel Missry LLP
Attn: Morris Missry, Esq.
One Dag Hammarskjold Plaza

885 Second Avenue
New York, New York 10017

(b) Assignment. This Agreement is not assignable by Owner without the prior written consent of County, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a

whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraph 4 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

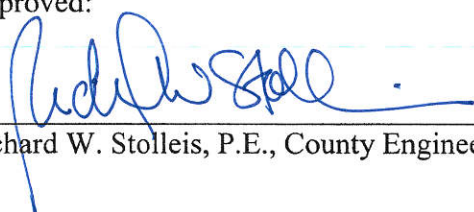
Robert E. Hebert, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved:



Richard W. Stolleis, P.E., County Engineer

Approved as to legal form:

Marcus D. Spencer, First Assistant County Attorney

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.

DONATION SPECIAL WARRANTY DEED

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

THAT, THOR RANCH, LLC, a Delaware limited liability company, ("Grantor"), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, and for which no lien is retained, either express or implied, has DONATED, and by these presents does GRANT, DONATE, DEDICATE AND CONVEY unto **FORT BEND COUNTY, TEXAS** ("Grantee"), a body corporate and politic under the laws of the State of Texas and unto its successors, and assigns, forever, a certain tract of land, containing 0.2134 of an acre, as more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon for use as a dedicated public street and for public utilities (collectively, the "Property").

This Donation Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

Further, as a donation of the Property by Grantor to Grantee for use in carrying out a purpose that benefits the public interest, being additional right of way to accommodate improvements to the FM 1093/Westpark facility, Grantor waives any benefits that may be available under and agrees that this conveyance is being done in compliance with Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the Property to Grantee, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). As additional consideration for such, Grantee shall at all times use the Property to effect and maintain the public purpose for which this conveyance is being made.

Grantor reserves the right to use and enjoy any portion of the Property not fully utilized by Grantee for right of way purposes. The usage rights reserved hereunder include the right to install, use, maintain and replace landscaping and irrigation from time to time.

EXECUTED on this the _____ day of _____, 2017.

GRANTOR:

THOR RANCH, LLC,
a Delaware limited liability company

By: Thor Ranch Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: Thor Urban Operating Fund, L.P.,
a Delaware limited partnership,
its Sole Member

By: Thor Operating Fund, L.L.C.,
a Delaware limited liability company,
its General Partner

By: _____
Joseph J. Sitt, its Sole Member

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the _____ day of _____ in the year 2017 before me, the undersigned, personally appeared Joseph J. Sitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to be that he executed the same in his stated capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

AGREED to and ACCEPTED on this the _____ day of _____, 2017.

GRANTEE:

FORT BEND COUNTY, TEXAS,
a body corporate and politic under the
laws of the State of Texas.

By: _____
Robert E. Hebert
County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____,
2017 by Robert E. Hebert, County Judge of Fort Bend County, Texas, a body corporate and politic
under the laws of the State of Texas, on behalf of said body corporate and politic.

Notary Public in and for the State of Texas

Attachments:
Exhibit A – Legal Description of the Property

After Recording Return to:
Fort Bend County Engineering
Attn: Bryan Norton
301 Jackson Street
Richmond, Texas 77469

EXHIBIT A
to Donation Deed

EXHIBIT A

County: Fort Bend
Highway: F.M. 1093
Project Limits: F.M. 1463 / F.M. 359 to West of Katy-Gaston Road
RCSJ: 1258-03-047

Property Description for Parcel 111

Being a 0.2134 acre (9,297 square feet) parcel of land, out of the I. and G.N.R.R. Survey A-365, Fort Bend County, Texas, and being part of and out of the residue of that certain 38.58 acre tract of land, described in a Deed dated December 22, 2006 from Terrabrook Cinco Ranch Southwest, L.P. to Thor Ranch, LLC, filed under Clerk's File No 2006161518 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.) Fort Bend County, Texas, and being part of and out of Restricted Reserve "G" and "F" Crossing at Cinco Ranch Partial Replat No. 1, recorded under Clerk's File No 20150268 of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), said 0.2134 acre parcel being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap (stamped "AECOM") found for an east corner of Restricted Reserve "C" of said Crossing At Cinco Ranch Partial Replat No. 1 and in the existing west right-of-way line of Spring Green Boulevard (120' ROW) as described in County Clerk's File No. 20060046 of the F.B.C.P.R., thence as follows:

South 39°38'58" West, a distance of 58.14 feet, along the southeast line of said Restricted Reserve "C", to a 5/8-inch iron rod with cap (stamped "AECOM") found in the existing north right-of-way line of F.M. 1093 (width varies) as described under Clerk's File No. 2009092081 and 2011129593 of the O.P.R.F.B.C., and as described in Volume 285, Page 284 of the F.B.C.D.R.;

South 83°01'08" West, a distance of 147.21 feet, along the south line of said Restricted Reserve "C", and along the existing north right-of-way line of said F.M. 1093 (width varies) to a 5/8-inch iron rod with cap (stamped "AECOM") found for the southeast corner and POINT OF BEGINNING of the herein described parcel, said point having Coordinates of N=13,816,876.94 and E=2,980,274.01;

- 1) THENCE, South 83°01'08" West, a distance of 284.11 feet along the existing north right-of-way line of said F.M. 1093 and along the south line of said Restricted Reserve "F", to an angle point of the herein described parcel;

EXHIBIT A

- 2) THENCE, South $79^{\circ}12'31''$ West, a distance of 645.57 feet along the south line of the said Restricted Reserve "G" and "F" and along the existing north right-of-way line of said F.M. 1093, to a 5/8 inch iron rod with TxDOT aluminum cap set for the southeast corner of Restricted Reserve "D" of said Crossing at Cinco Ranch Partial Replat No 1 and for the southwest corner of the herein described parcel;**
- 3) THENCE, North $10^{\circ}47'29''$ West, a distance of 10.00 feet, along the west line of said Restricted Reserve "G" and along the east line of said Restricted Reserve "D", to a 5/8 inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of F.M. 1093 and for the northwest corner of the herein described parcel:
- 3) THENCE, North $79^{\circ}12'31''$ East, a distance of 645.90 feet, along the proposed north right-of-way line of said F.M. 1093 to a to a 5/8 inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;
- 4) THENCE, North $83^{\circ}01'08''$ East, a distance of 283.93 feet, along the proposed north right-of-way line of said F.M. 1093 to a to a 5/8 inch iron rod with TxDOT aluminum cap set for the beginning of a curve to the left;
- 5) THENCE, in a southerly direction, with a curve to the left having a radius of 175.00 feet, a central angle of $03^{\circ}16'44''$ and chord which bears South $09^{\circ}54'29''$ East, 10.01 feet, for an arc length of 10.01 feet to the POINT OF BEGINNING and containing 0.2134 acres (9,297 square feet) parcel of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

All coordinates and elevations shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

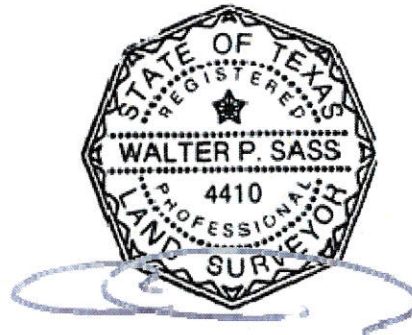
** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

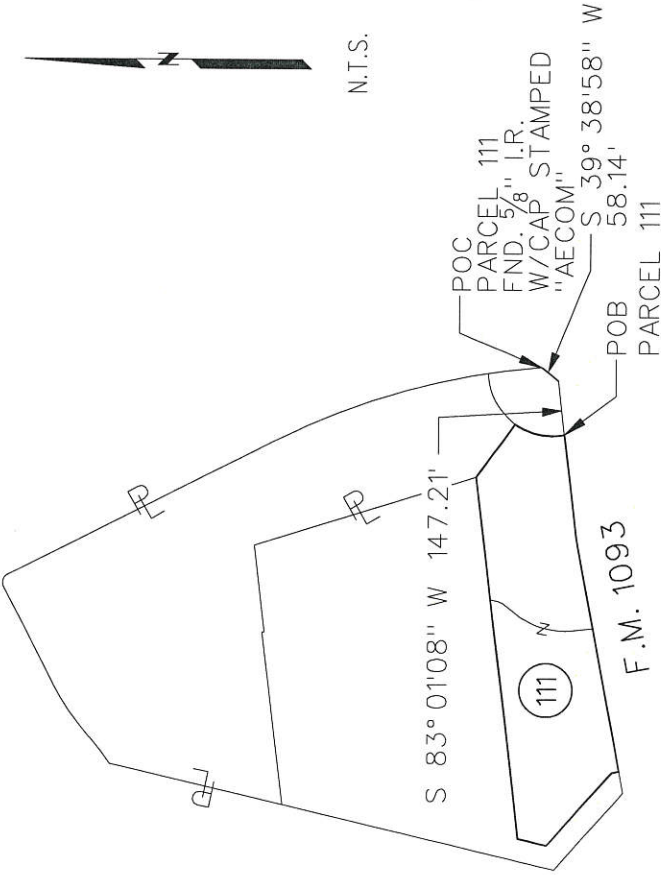
Access will be permitted to the remainder property abutting the highway facility.

EXHIBIT A

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

Compiled by:
Weisser Engineering Company
TBPLS Firm Reg. No. 100518-00
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579-7300
May, 2017



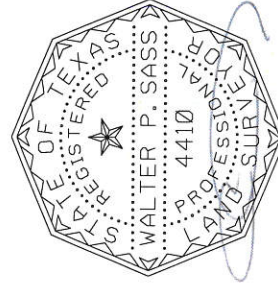


N.T.S.

PARENT TRACT INSET

NOTES:

1. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
2. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
3. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
4. ALL COORDINATES AND ELEVATIONS SHOWN HEREON ARE ESTABLISHED FROM TXDOT CONTROL MONUMENTS H-3, H-4, H-5, AND H-13 PREPARED BY COSTELLO, INC. DATED FEBRUARY 23, 2000 AND TXDOT CONTROL MONUMENTS H-5A AND H-5B PREPARED BY WEISSER ENGINEERING COMPANY DATED OCTOBER 2006.
5. ABSTRACTING PERFORMED BY: POSTLE PROPERTY SERVICES 12/2013 TO 01/2014 AND UPDATED ON 07/2014.
6. GROUND SURVEY PERFORMED 03/2012 & 09/2014.



CONVENTIONAL SIGNS:

- EXISTING RIGHT-OF-WAY LINE
- ACCESS DENIAL LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPERTY LINE
- SURVEY LINE

DENOTES PARCEL No.

DENOTES BEARING AND DISTANCE NOTE No.

SET $\frac{5}{8}$ " I.R. W/TXDOT ALUM. CAP (SEE NOTE 2)

SET $\frac{5}{8}$ " I.R. W/TXDOT ALUM. CAP (STAMPED "ADL")

FOUND $\frac{5}{8}$ " I.R. W/TXDOT ALUM. CAP

SET (AS INDICATED)

FOUND (AS INDICATED)

LEGEND:

C.F. NO. = CLERK'S FILE NUMBER

F.C. NO. = FILM CODE NUMBER

O.P.R.F.B.C = OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY

F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS

F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS

F.B.C.C.R. = FORT BEND COUNTY COURT RECORDS

F.B.C.D.C.R. = FORT BEND COUNTY DISTRICT COURT RECORDS

EXISTING	TAKING AC/SF	REMAINING
6.408	0.2134 AC 9,297 SF	6.195 LT.



**WEISSER
Engineering Co.**

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING

PARCEL 111

FM 1093, FORT BEND COUNTY, TEXAS

DATE: 05/2017 SCALE: N.T.S.

JOB No.: EG676

RCSJ No.: 1258-03-047

DWG. No.: P-111-01

LAND G.N.R.R. SURVEY, A-365

CROSSING AT CINCO RANCH
PARTIAL REPLAT NO. 1
UNRESTRICTED RESERVE "D"
FILE NO. 20150268
CALLED 13.5749 AC

CROSSING AT CINCO RANCH
PARTIAL REPLAT NO. 1
UNRESTRICTED RESERVE "G"
FILE NO. 20150268
CALLED 3.4782 AC

S/O 392+73.63, 159.73' LT



25' Bldg. Line Per City of Houston
Ord. #85-1878, Amended By
Ord. #99-262, H.C.C.F. No.
N253886, O.P.R.P.H.C.

CINCO RANCH
SOUTHWEST,
SECTION 6
C.F. NO. 20070098
F.B.C.P.R.)

PROPOSED R.O.W.
N 79° 12' 31" E-645.90'

111

END. 5/8" I.R. W/CAP
STAMPED "AECOM"

S 79° 12' 31" W-645.57'

N 10° 47' 29" W-10.00'

TERRABROOK CINCO RANCH
SOUTHWEST, L.P.

RESIDUE OF
62.283 ACRES (CALLED)
JANE HARWOOD MCGALL
AND STEPHEN HARWOOD
VOL. 814, PG. 532
DATE: DECEMBER 11, 1978
F.B.C.D.R.

20' Wide Acacia
Natural Gas Pipeline Easement
File No. 9833419
(Not Provided by Abstractor,
Current Ownership Not Verified)

THOR RANCH, LLC
DECEMBER 22, 2006
CALLED 38.58 ACRES
(WEST TRACT)
FILE NO. 2006161518

EXISTING R.O.W.

EXISTING R.O.W.

F.M. 1093

(R.O.W. VARIES)
C.F. NO. 2009092081
C.F. NO. 201129593
O.P.R.F.B.C.
VOL. 285, PG. 284
F.B.C.D.R.

1093-010 CP 123170

N 81° 08' 34" E

BASELINE

395+00

MATCH LINE SEE SHEET 6



19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING
PARCEL 111

FM 1093, FORT BEND COUNTY, TEXAS

DATE: 05/2017 SCALE: 1"= 50' JOB No.: EG676

RCSJ No.: 1258-03-047 DWG. No.: P-111-02

SHEET 5 OF 7

CROSSING AT CINCO RANCH
RANCH PARTIAL REPLAT NO. 1
RESERVE "G"
FILE NO. 20150268
CALLED 3.4782 AC

CROSSING AT CINCO RANCH
PARTIAL REPLAT NO. 1
UNRESTRICTED RESERVE "F"
FILE NO. 20150268
CALLED 2.9302 AC

25' Bldg. Line Per
City of Houston
Ord. #85-1878, Amended By
Ord. #99-262, H.C.C.F. No.
N253886, O.P.R.P.H.C.

111

S 79° 12' 31" W-645.57'

N 79° 12' 31" E-645.90'

S/O 399+17.80, 181.93' LT

PROPOSED R.O.W.

N 83° 01' 08" E
283.93'

S 83° 01' 08" W
284.11'

EXISTING R.O.W.

TERRABROOK CINCO RANCH
SOUTHWEST, L.P.
TO
THOR RANCH, LLC
DECEMBER 22, 2006
CALLED 38.58 ACRES
(WEST TRACT)
FILE NO. 2006161518

F.M. 1093

(R.O.W. VARIES)
C.F. NO. 2009092081
C.F. NO. 201129593
O.P.R.F.B.C.
VOL. 285, PG. 284
F.B.C.D.R.

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 7

FM 1093 BASELINE CURVE DATA

- RADIUS - 14,100.00'
- CENTRAL ANGLE - 01° 52' 59" (RT)
- ARC LENGTH - 463.39'
- TAN LENGTH - 231.72'
- CHORD BEARING - N 82° 05' 03" E
- CHORD DISTANCE - 463.37'
- PI STATION - 400+43.52
- PI N - 13,816,692.08
- PI E - 2,980,141.29

400+00

BASELINE

PC 398+11.81

N 81° 08' 34" E

C5



19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Firm Reg. No. 100518-00

PARCEL PLAT SHOWING
PARCEL 111
FM 1093, FORT BEND COUNTY, TEXAS

DATE: 05/2017 SCALE: 1"= 50'
RCSJ No.: 1258-03-047 JOB No.: EG676
DWG. No.: P-111-03

SHEET 6 OF 7

LAND GRN.R. SURVEY, A-365

CROSSING AT CINCO RANCH
PARTIAL REPLAT NO. 1
UNRESTRICTED RESERVE "F"
FILE NO. 20150268
CALLED 2.9302 AC

25' Bldg. Line Per
City of Houston
Ord. #85-1878, Amended By
Ord. #99-262, H.C.C.F. No.
N253886, O.P.R.P.H.C.

PROPOSED R.O.W.
N 83° 01'08" E 283.93'

111

S 83° 01'08" W 284.11'
EXISTING R.O.W.

P.O.B.
PARCEL 111
FND. 5/8" I.R. W/CAP
STAMPED "AECOM"
N=13,816.876.94
E=2,980.274.01
S/O 401+98.58
167.59' LT

TERRABROOK CINCO RANCH
SOUTHWEST, L.P.
TO

THOR RANCH, LLC
DECEMBER 22, 2006
CALLED 38.58 ACRES
(WEST TRACT)
FILE NO. 2006161518

F.M. 1093

(R.O.W. VARIES)
C.F. NO. 2009092081
C.F. NO. 201129593
O.P.R.F.B.C.
VOL. 285, PG. 284
F.B.C.D.R.

CROSSING AT CINCO
RANCH PARTIAL REPLAT
NO. 1 UNRESTRICTED
RESERVE "C"
FILE NO. 20150268
CALLED 0.6590 AC

P.O.C.
PARCEL 111
FND. 5/8" I.R. W/CAP
STAMPED "AECOM"

S/O 401+98.13
177.59' LT
S 83° 01'08" W 147.21'

R= 175.00'
D= 03° 16' 44"
L= 10.01'
CH= S 09° 54' 29" E-10.01'
RAD. BRG.= N 81° 43' 53" E

C.F. NO. 20060046
(120' R.O.W.)
F.B.C.P.R.

SPRING GREEN BLVD

SCALE IN FEET
0 25 50
1 INCH = 50 FEET

MATCH LINE SEE SHEET 6

FM 1093 BASELINE CURVE DATA


RADIUS	14,100.00'
CENTRAL ANGLE	01° 52' 59" (RT)
ARC LENGTH	463.39'
TAN LENGTH	231.72'
CHORD BEARING	N 82° 05' 03" E
CHORD DISTANCE	463.37'
PI STATION	400+43.52
PI N	13,816,692.08
PI E	2,980,141.29

402+00

PC 402+75.20

BASELINE

S 83° 01' 33" W



**WEISSER
Engineering Co.**

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Firm Reg. No. 100518-00

PARCEL PLAT SHOWING
PARCEL 111
FM 1093, FORT BEND COUNTY, TEXAS

DATE: 05/2017 SCALE: 1"= 50'
RCSJ No.: 1258-03-047

JOB No.: EG676
DWG. No.: P-111-04

EXHIBIT B

EXHIBIT B

Turn Lane Cost

FM1093 WESTPARK EXTENSION
PHASE I CHANGE ORDER
THOR RIGHT-TURN LANE

MAY 2017

Project Costs

Engineering

Utility Coordination (DEC)	\$4,320.00
ROW Mapping (Weisser)	\$4,000.00
Segment C Design (Binkley Barfield)	\$3,900.00

Utility Adjustments

CenterPoint Electric (Relocate Two Power Poles)	\$10,000.00
AT&T (400 LF 144 FOC & 200 PR Copper to Remain)	\$0.00
Level 3/Fiberlight (400 LF 8-2" HDPE to Remain)	\$0.00

Construction

Right Turn Lane Change Order (Webber)	\$93,027.76
Contingency (5%)	\$4,650.00

Project Subtotal	\$119,897.76
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Construction Management (5%)	\$4,650.00
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Total	\$124,547.76
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Based on actual Change Order from Webber.

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

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

Thor Ranch, LLC
Katy, TX United States

Certificate Number:
2017-293354

Date Filed:
12/12/2017

Date Acknowledged:

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.

2017-Westpark
Participation Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tartt, Blake	Houston, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

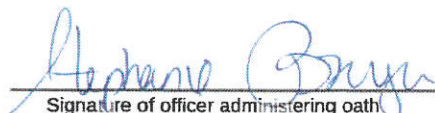
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Melissa Bhatta, this the 12th day of December 20 17, to certify which, witness my hand and seal of office.



Signature of officer administering oath

STEPHANIE BURGER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01BU6302161
QUALIFIED IN NEW YORK COUNTY

Printed name of officer administering oath

Notary