

## RIGHT OF WAY EASEMENT ENCROACHMENT AGREEMENT

FBC DRAINAGE DIST.

THE STATE OF TEXAS                                 §  
  §  
COUNTY OF FORT BEND                             §

This Encroachment Agreement (this “Agreement”) dated \_\_\_\_\_, 2018, is made and entered into by FORT BEND COUNTY DRAINAGE DISTRICT (the “Drainage District”), a political subdivision of the State of Texas, acting by and through its duly authorized officials, and WILLOW POINT MUNICIPAL UTILITY DISTRICT OF FORT BEND AND WALLER COUNTIES (the “MUD”), a political subdivision of the State of Texas organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code, acting by and through its duly authorized officers.

## RECITALS

WEREAS, on May 11, 2017, pursuant to that document identified in the Official Public Records of Fort Bend County as Document No. 2017063077, a copy of which is attached as Exhibit "A", the MUD conveyed to the Drainage District a 9.2 Acre Right of Way Easement for the purpose of constructing, maintaining, operating, repairing and reconstructing a drainage canal across property owned by the MUD ("Tract 1"); and

WEREAS, on January 4, 2016, pursuant to that document identified in the Official Public Records of Fort Bend County as Document No. 2016014105, a copy of which is attached as Exhibit “B”, Ventana Development Katy, Ltd. (“Ventana”), conveyed to the Drainage District a Right of Way Easement for the purpose of constructing, maintaining, operating, repairing and reconstructing a drainage canal across property owned by Ventana (“Tract 2”); and

WHEREAS, on June 21, 2018, Ventana conveyed Tract 2 to the MUD through that certain Special Warranty Deed identified in the Official Public Records of Fort Bend County as Document No. 2018077531 (Tract 1 and Tract 2, collectively the “Property”), a copy of which is attached as Exhibit “C”; and

WHEREAS, the MUD desires to construct maintain, and operate a trail and related appurtenances as described in Exhibit “D” attached hereto (the “Trail”) which will encroach upon the aforementioned Right of Way Easements (the “Encroachment”); and

WHEREAS, the Drainage District is willing to consent to the Encroachment on the terms and conditions set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Drainage District hereby consents to this Encroachment subject to the following terms and conditions:

## AGREEMENT

Article 1. Notification. The MUD shall notify the Drainage District within fifteen (15) calendar days before starting construction or performing maintenance on the Trail.

Article 2. Permits. The MUD will prepare or have prepared any plans, specifications, and estimates, all as necessary for the Trail. The MUD will obtain all approvals required by any governmental authority possessing jurisdiction over the Trail, including, without limitation, any approvals required by Fort Bend County and the Fort Bend County Drainage District prior to installing the Trail.



Article 3. Operation and Maintenance. Upon completion of the Trail, the MUD, at its sole cost and expense, will assume responsibility for the operation and maintenance of the Trail.

Article 4. Abandonment. If the MUD closes or abandons the Trail, the MUD shall remove the Trail in its entirety and restore the Property as closely as possible to its previous condition.

Article 5. Drainage District Maintenance. The MUD shall close the Trail at such times as the Drainage District performs maintenance or construction operations on the Property. The Drainage District agrees to provide notice to the MUD of such maintenance and construction operations at least one (1) week prior to the initiation of maintenance or construction operations.

In the event the Drainage District alters its facilities within the Property and the Trail may impede Drainage District facilities, the MUD, at its own expense, agrees to remove or relocate the Trail.

Article 6. Insurance. The MUD shall obtain and maintain, at its own expense, comprehensive public liability insurance on the Trail so long as it exists in an amount which will insure the Drainage District against risk of loss due to claims under the Texas Tort Claims Act. The MUD shall present a copy of the insurance to the Drainage District prior to opening the Trail to the public. The insurance shall include the Drainage District as an added insured. The MUD shall not cancel the insurance without providing thirty (30) days written notice to the Drainage District.

Article 7. Indemnification. **THE MUD SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE DRAINAGE DISTRICT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, FINES, COSTS, ACTIONS, JUDGMENTS, EXPENSES, LIABILITIES, AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE WHATSOEVER WHICH IN ANY WAY IS CONNECTED WITH THE PERFORMANCE OF WORK, FAILURE TO PERFORM WORK, MAINTENANCE, REPAIR AND ENGINEERING ARISING FROM OR INCIDENT TO THE TRAIL, INCLUDING BUT NOT LIMITED TO ACTUAL OR ALLEGED BODILY INJURY, RESULTING FROM ANY ACT OR OMISSION, NEGLIGENCE OR OTHERWISE, ON THE PART OF THE DRAINAGE DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.**

Article 8. Express Negligence. **TO THE EXTENT ALLOWED BY LAW, THE MUD SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE DRAINAGE DISTRICT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, FINES, COSTS, ACTIONS, JUDGMENTS, EXPENSES, LIABILITIES, AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE WHATSOEVER WHICH IN ANY WAY IS CONNECTED WITH THE PERFORMANCE OF WORK, MAINTENANCE, REPAIR AND ENGINEERING ARISING FROM OR INCIDENT TO THE TRAIL, INCLUDING BUT NOT LIMITED TO ACTUAL OR ALLEGED BODILY INJURY, RESULTING FROM ANY ACT OR OMISSION, NEGLIGENCE OR OTHERWISE, ON THE PART OF THE DRAINAGE DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS. IN THE EVENT THE PROVISIONS OF THIS ARTICLE ARE INVALID OR UNCONSTITUTIONAL, THIS PROVISION SHALL BE SEVERABLE AND THE REMAINDER OF THIS AGREEMENT SHALL BE ENFORCEABLE TO THE EXTENT ALLOWED BY LAW.**

Article 9. Liability For Other Work. **NOTWITHSTANDING THE PROVISIONS OF ARTICLES 7 AND 8 OF THIS AGREEMENT, ABOVE, THE MUD ASSUMES NO RESPONSIBILITY FOR, AND SHALL NOT INDEMNIFY THE DRAINAGE DISTRICT FOR, ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, FINES, COSTS, ACTIONS,**

**JUDGMENTS, EXPENSES, LIABILITIES, AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE WHATSOEVER WHICH ARE ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK, FAILURE TO PERFORM WORK, MAINTENANCE, REPAIR AND ENGINEERING PRIOR TO OR AFTER THIS AGREEMENT FOR PURPOSES UNRELATED TO THIS AGREEMENT.**

Article 10. Amendments. Amendments to this Agreement may be enacted only through a mutually agreed upon, written amendment, duly executed by the MUD and the Drainage District.

Article 11. Successors and Assigns. The MUD and the Drainage District each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The MUD shall not assign or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the Drainage District, which consent shall not be unreasonably withheld or delayed, in the event the rights and obligations are transferred to a governmental entity acceptable to Drainage District.

Article 12. Remedies. Violation or breach of contract terms by either party shall be grounds for termination of this Agreement, provided that one party has given the other party written notice of such violation or breach and that the breaching party, within 30 days after receiving such notice, has not resolved such violation or breach or, if such violation or breach cannot be resolved within such 30-day period, has not commenced efforts in good faith to resolve such violation or breach.

Nothing in this Agreement shall be construed as a limitation of the parties' remedies at law, including but not limited to breach of contract, injunctive relief, or other legal remedy. In the event legal action is instituted, venue shall be proper only in Fort Bend County, Texas.

Article 13. Notice. All notices to either party under this Agreement shall be delivered personally or sent by certified or registered U.S. mail, postage prepaid, addressed to such party at the following addresses:

To MUD: Willow Point Municipal Utility District of Fort Bend  
and Waller Counties  
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP  
Attn: Julianne B. Kugle  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056

To Drainage District: Fort Bend Drainage District  
Attn: Chief Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a Copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Notices shall be deemed given on the date so delivered or received, unless otherwise provided herein. Either party hereto may change the above by sending written notice of such change to the other party in the manner provided above.



Article 14. Prior Agreements. It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.


Article 15. Term of Agreement. This Agreement becomes effective when finally executed by the Drainage District. This Agreement will terminate upon mutual agreement and consent of both parties.

**[SIGNATURE PAGES FOLLOW]**

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the dates below stated.

WILLOW POINT MUNICIPAL UTILITY DISTRICT  
OF FORT BEND AND WALLER COUNTIES

ATTEST:

  
\_\_\_\_\_  
President, Board of Directors

  
Asst. Secretary, Board of Directors

Date: November 26, 2018

(SEAL)



FORT BEND COUNTY DRAINAGE DISTRICT

By: \_\_\_\_\_  
Robert E. Hebert, Fort Bend County Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Richard, Fort Bend County Clerk

Date: \_\_\_\_\_

(SEAL)



## FORT BEND COUNTY DRAINAGE DISTRICT RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,  
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Willow Point Municipal Utility District of Fort Bend and Waller Counties

1980 Post Oak Boulevard, Suite 1380

Houston, Texas 77056

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of \_\_\_\_\_ feet, being \_\_\_\_\_ feet, extending at right angles, on each side of the following line and course across said land, to-wit:

As shown in the attached Exhibit "A".

CCM 4-06-17 # D5  
Fort Bend County Clerk  
Return Admin Serv Coord RAL

EXHIBIT

A

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 11th day of May A. D. 19 2017

\_\_\_\_\_  
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\_\_\_\_\_

\_\_\_\_\_  
Willow Point Municipal Utility  
District of Fort Bend and  
Waller Counties  
\_\_\_\_\_  
*Brian Niles*  
President  
\_\_\_\_\_  
\_\_\_\_\_

AS PER ORIGINAL



Clerk of Court, \_\_\_\_\_ County, Texas  
By \_\_\_\_\_ Deputy



Willow Fork 230-Foot Ultimate Width  
9.2 Acre Drainage Easement

Robert T. Van Slyke Survey, Abstract 395  
Jesse Burditt Survey, Abstract 383  
Fort Bend County, Texas

STATE OF TEXAS           §

COUNTY OF FORT BEND   §

A METES & BOUNDS description of a 9.2 acre tract of land in the Robert T. Van Slyke Survey, Abstract 395, and the Jesse Burditt Survey, Abstract 383, Fort Bend County, Texas, being over, through, and across a portion of a called 35.59 acre tract recorded under County Clerk's File Number 2013087290, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations of NGS triangulation station "Brookshire".

Commencing at a 1/2 inch iron pipe found for the northwest corner of an adjoining called 4.99 acre tract (Exhibit "A") recorded under County Clerk's File Number 2013025936, Official Public Records, Fort Bend County, Texas, same being the northeast corner of an adjoining called 5.38 acre drainage easement recorded under County Clerk's File Number 2013078711, Official Public Records, Fort Bend County, Texas, the northeast corner of an adjoining residue called 103.46 acre tract recorded under County Clerk's File Number 2012111887, Official Public Records, Fort Bend County, Texas, and being in the south line of the adjoining Anserre Sec 3, according to map or plat thereof recorded under County Clerk's File Number 20130210, Plat Records, Fort Bend County Texas, said point also being in the south line of the W. W. Bains Survey, Abstract 753, and the north line of the Robert T. Van Slyke Survey, Abstract 395;

Thence South 02 degrees 12 minutes 43 seconds East (called South 02 degrees 12 minutes 43 seconds East) along the west line of said adjoining called 4.99 acre tract, same being the east line of said adjoining called 103.46 acre tract, and the east line of an adjoining called 9.3 acre drainage easement recorded under County Clerk's File Number 2015012359, Official Public Records, Fort Bend County, Texas, 573.88 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for the northwest corner and Place of Beginning of the herein described tract, said point also being the southwest corner of said adjoining called 4.99 acre tract;

Thence establishing the northeasterly line of the herein described tract with the following courses and distances:

North 88 degrees 17 minutes 51 seconds East, 61.62 feet;  
South 40 degrees 35 minutes 47 seconds East, 101.62 feet;  
South 40 degrees 12 minutes 45 seconds East, 196.47 feet;  
South 35 degrees 50 minutes 58 seconds East, 259.33 feet;  
South 28 degrees 03 minutes 50 seconds East, 189.32 feet;  
South 27 degrees 05 minutes 02 seconds East, 201.06 feet;  
South 31 degrees 57 minutes 35 seconds East, 98.32 feet;  
South 41 degrees 56 minutes 20 seconds East, 77.58 feet;  
South 48 degrees 15 minutes 30 seconds East, 198.45 feet;  
South 48 degrees 56 minutes 27 seconds East, 206.34 feet;  
South 48 degrees 17 minutes 19 seconds East, 161.14 feet to a point at the beginning of a non-tangent curve to the right,

Thence with said non-tangent curve to the right, having a central angle of 01 degree 47 minutes 22 seconds, an arc length of 7.82 feet, a radius of 250.44 feet, and a chord bearing South 47 degrees 23 minutes 38 seconds East, 7.82 feet to a point a point at the end of said non-tangent curve;



Willow Fork 230-Foot Ultimate Width  
9.2 Acre Drainage Easement

Robert T. Van Slyke Survey, Abstract 395  
Jesse Burditt Survey, Abstract 383  
Fort Bend County, Texas

South 48 degrees 16 minutes 50 seconds East, 17.83 feet to a point for the northeast corner of the herein described tract;

South 02 degrees 06 minutes 43 seconds East establishing the east line of the herein described tract, 166.71 feet to a point in the south line of the Jesse Burditt Survey, Abstract 383, and the north line of the adjoining Day Land and Cattle Company Survey, Abstract 448, the south line of aforementioned called 35.59 acre tract, and the north line of an adjoining called 1.2083 acre tract recorded under County Clerk's File Number 2010071287, Official Public Records, Fort Bend County, Texas, from said point a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for the southeast corner of said called 35.59 acre tract, and the lower southwest corner of an adjoining called 59.94 acre tract recorded under County Clerk's File Number 2014136600, Official Public Records, Fort Bend County, Texas, bears North 87 degrees 53 minutes 17 seconds East (called North 87 degrees 53 minutes 17 seconds East), 93.67 feet;

Thence South 87 degrees 53 minutes 17 seconds West (called South 87 degrees 53 minutes 17 seconds West) along the common line of said called 35.59 acre and said adjoining called 1.2083 acre tract, the Jesse Burditt Survey, Abstract 383, and the adjoining Day Land and Cattle Company Survey, Abstract 448, and the north line of an adjoining called 9.713 acre drainage easement recorded under County Clerk's File Number 2006101221, Official Public Records, Fort Bend County, Texas, 230.00 feet to a point on said line for the lower southwest corner of the herein described tract, from said point a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found in the north line of said adjoining called 1.2083 acre tract, for the southwest corner of said called 35.59 acre tract, and the southeast corner of the aforementioned adjoining called 103.46 acre tract, bears South 87 degrees 53 minutes 17 seconds West (called South 87 degrees 53 minutes 17 seconds West), 852.08 feet;

Thence establishing the southwesterly line of the herein described tract with the following courses and distances:

North 02 degrees 06 minutes 43 seconds West, 68.84 feet;  
North 48 degrees 17 minutes 19 seconds West, 87.31 feet;  
North 48 degrees 56 minutes 27 seconds West, 206.40 feet;  
North 48 degrees 15 minutes 30 seconds West, 212.52 feet;  
North 41 degrees 56 minutes 20 seconds West, 110.35 feet;  
North 31 degrees 57 minutes 35 seconds West, 128.19 feet;  
North 27 degrees 05 minutes 02 seconds West, 208.89 feet;  
North 28 degrees 03 minutes 50 seconds West, 171.70 feet;  
North 35 degrees 50 minutes 58 seconds West, 234.92 feet;  
North 40 degrees 12 minutes 45 seconds West, 95.89 feet; to a point in the west line of said called 35.59 acre tract, same being the east line of the aforementioned adjoining called 103.46 acre tract, being the south corner of the aforementioned adjoining called 9.3 acre drainage easement, for the upper southwest corner of the herein described tract;



Willow Fork 230-Foot Ultimate Width  
9.2 Acre Drainage Easement

Robert T. Van Slyke Survey, Abstract 395  
Jesse Burditt Survey, Abstract 383  
Fort Bend County, Texas

Thence North 02 degrees 12 minutes 43 seconds West along the west line of the herein described tract, the west line of said called 35.59 acre tract, the east line of said adjoining called 103.46 acre tract, and the east line of the adjoining called 9.3 acre drainage easement, 294.16 feet to the Place of Beginning and containing 9.2 acres of land, more or less.

For reference and further description see Drawing No. 10659 prepared by the undersigned on same date.

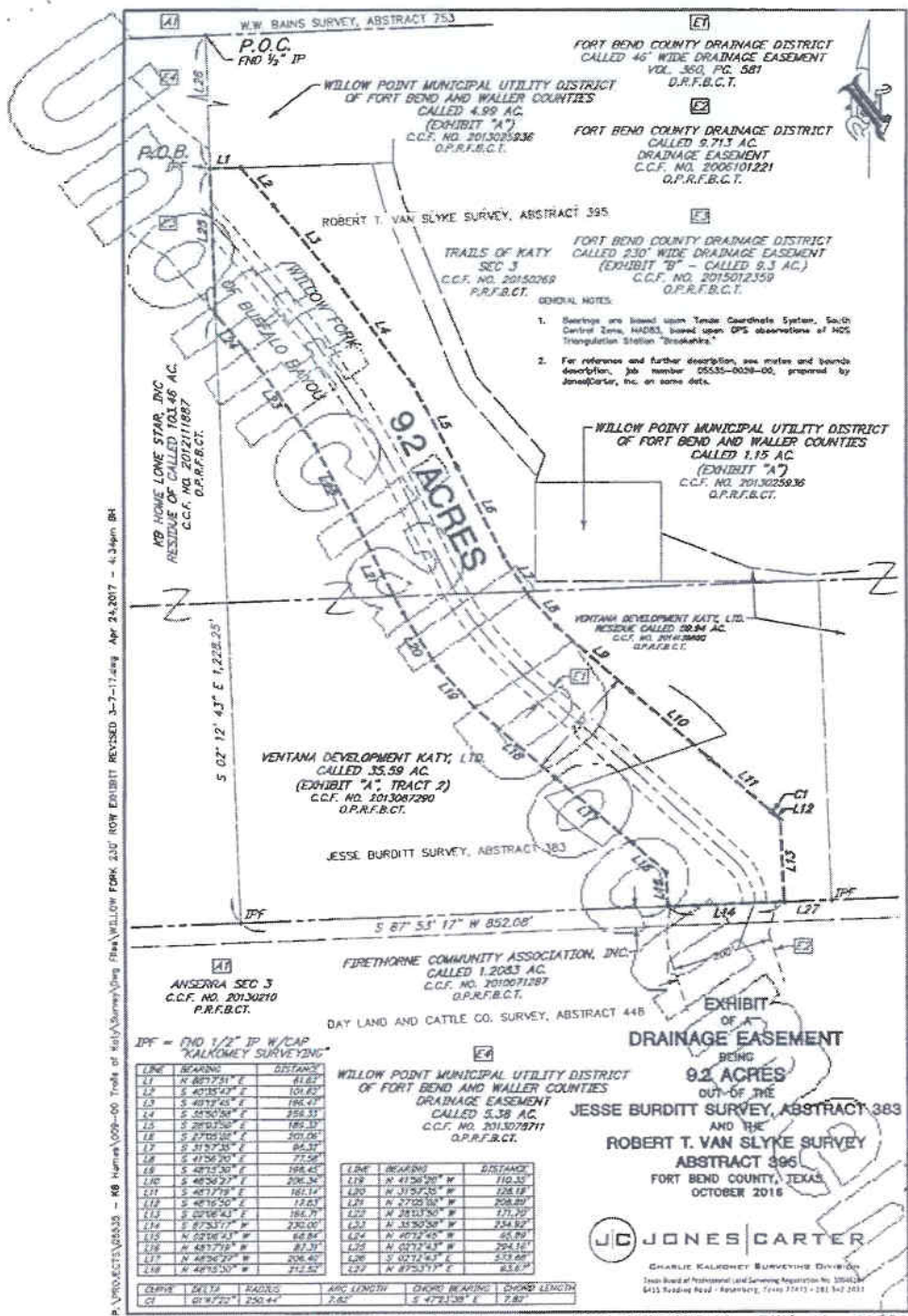
October 31, 2016

Job Number 05535-0039-00

Jones | Carter  
Charlie Kalkomey Surveying Division  
6415 Reading Road  
Rosenberg, TX 77471-5655  
(281) 342-2033  
Texas Board of Professional Land Surveying  
Registration No. 10046104



Acting By Through Chris D. Kalkomey  
Registered Professional Land Surveyor  
No. 5869  
CDKalkomey@jonescarter.com



IPF = END 1/2" IP W/CAP "KALKOMEY SURVEYING"

LINE	BEARING	DISTANCE
L1	N 88°12'01" E	41.81
L2	S 40°18'42" E	101.83
L3	S 40°17'45" E	186.49
L4	S 40°50'04" E	258.31
L5	S 20°03'20" E	182.33
L6	S 27°05'00" E	201.06
L7	S 31°23'40" E	84.31
L8	S 47°50'20" E	77.58
L9	S 48°13'00" E	198.45
L10	S 48°50'20" E	206.34
L11	S 48°17'19" E	181.14
L12	S 48°16'50" E	13.67
L13	S 00°06'40" E	186.79
L14	S 87°33'17" W	230.00
L15	N 02°06'43" W	68.84
L16	N 48°17'19" W	87.37
L17	N 48°06'20" W	208.40
L18	N 48°02'50" W	212.52

LINE	BEARING	DISTANCE
L19	N 41°50'50" W	110.35
L20	N 31°57'35" W	128.18
L21	N 27°05'00" W	208.80
L22	N 28°13'50" W	171.30
L23	N 35°30'50" W	234.89
L24	N 40°12'45" W	65.89
L25	N 50°12'45" W	254.16
L26	S 02°12'43" E	553.96
L27	N 87°53'17" E	83.67

CHORD	CHORD BEARING	CHORD LENGTH
CE	S 47°21'30" E	7.80

KEY MAP: 483 C & G SURVEYOR-C.D.K./DRAFTSMAN-B.A.H. JOB No. 05535-0039-00 DWG. No. 10659

Unofficial Document

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*



Laura Richard, County Clerk  
Fort Bend County, Texas

June 08, 2017 02:42:13 PM

FEE: \$0.00 SR  
EASEMENT

2017063077





# FORT BEND COUNTY DRAINAGE DISTRICT RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,  
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Ventana Development Katy, LTD.

410 Brooks Street

Sugar Land, Texas 77478

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 115' feet, being 115' feet, extending at right angles, on the west side of the following line and course across said land, to-wit:

Beginning at the intersection of the centerline of Willow Fork of Buffalo Bayou and the GRANTOR's southern boundary; thence following the centerline of Willow Fork of Buffalo Bayou approximately 3,400 feet to the intersection of said centerline and the GRANTOR's eastern boundary.

CCM 2-04-16 #D04  
Fort Bend County Clerk  
Return Admin Serv Coord RAC

EXHIBIT

B

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 4<sup>TH</sup> day of JANUARY, A. D. 2016

[Signature] Ventana Development Katy, LTD.

AS PER ORIGINAL



THE STATE OF TEXAS

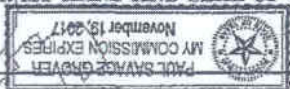
COUNTY OF FORT BEND

BEFORE ME JAMES B. GROVER JR

MANAGER, VENTANA DEVELOPMENT KATY, LTD, in and for  
FORT BEND COUNTY County, Texas, on this day personally appeared  
JAMES B. GROVER JR

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and  
acknowledged to me that he executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4 day of JANUARY,  
A. D. 192016  
(L. S.)



THE STATE OF TEXAS

BEFORE ME \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, in and for  
\_\_\_\_\_, County, Texas, on this day personally appeared  
\_\_\_\_\_, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been  
examined by me privily and apart from her husband, and having the same fully explained to her, she,  
the said \_\_\_\_\_ acknowledged such  
instrument to be her act and deed, and she declared that she had willingly signed the same for the pur-  
poses and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_\_  
(L. S.)

THE STATE OF TEXAS

BEFORE ME \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, in and for  
\_\_\_\_\_, County, Texas, on this day personally appeared  
\_\_\_\_\_ and

\_\_\_\_\_, his wife, both known to me to be  
the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they  
each executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_  
wife of the said \_\_\_\_\_

having been examined by me privily and apart from her husband, and having the same fully explained  
to her, she, the said \_\_\_\_\_

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed  
the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 19\_\_\_\_\_  
(L. S.)

#### ENDORSEMENTS

THE STATE OF TEXAS,

County of \_\_\_\_\_

I, \_\_\_\_\_, Clerk of the County Court of said County, do hereby  
certify that the foregoing instrument of writing, dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_  
with its authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Deed Records of said County, in Volume \_\_\_\_\_ on Page \_\_\_\_\_

Witness my hand and the seal of the County Court of said County, at office in \_\_\_\_\_  
Texas, the day and year last above written.

Clerk of Court, \_\_\_\_\_ County, Texas.

By \_\_\_\_\_ Deputy



**RIGHT-OF-WAY  
EASEMENT**

BY

Ventana Development Katy, LTD.

TO

**FORT BEND COUNTY  
DRAINAGE DISTRICT**

**Filed for Record**

This \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_

☒ Recorded

This \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19\_\_\_\_, in \_\_\_\_\_  
County, Texas, Records of Deeds.

Book \_\_\_\_\_ Page \_\_\_\_\_

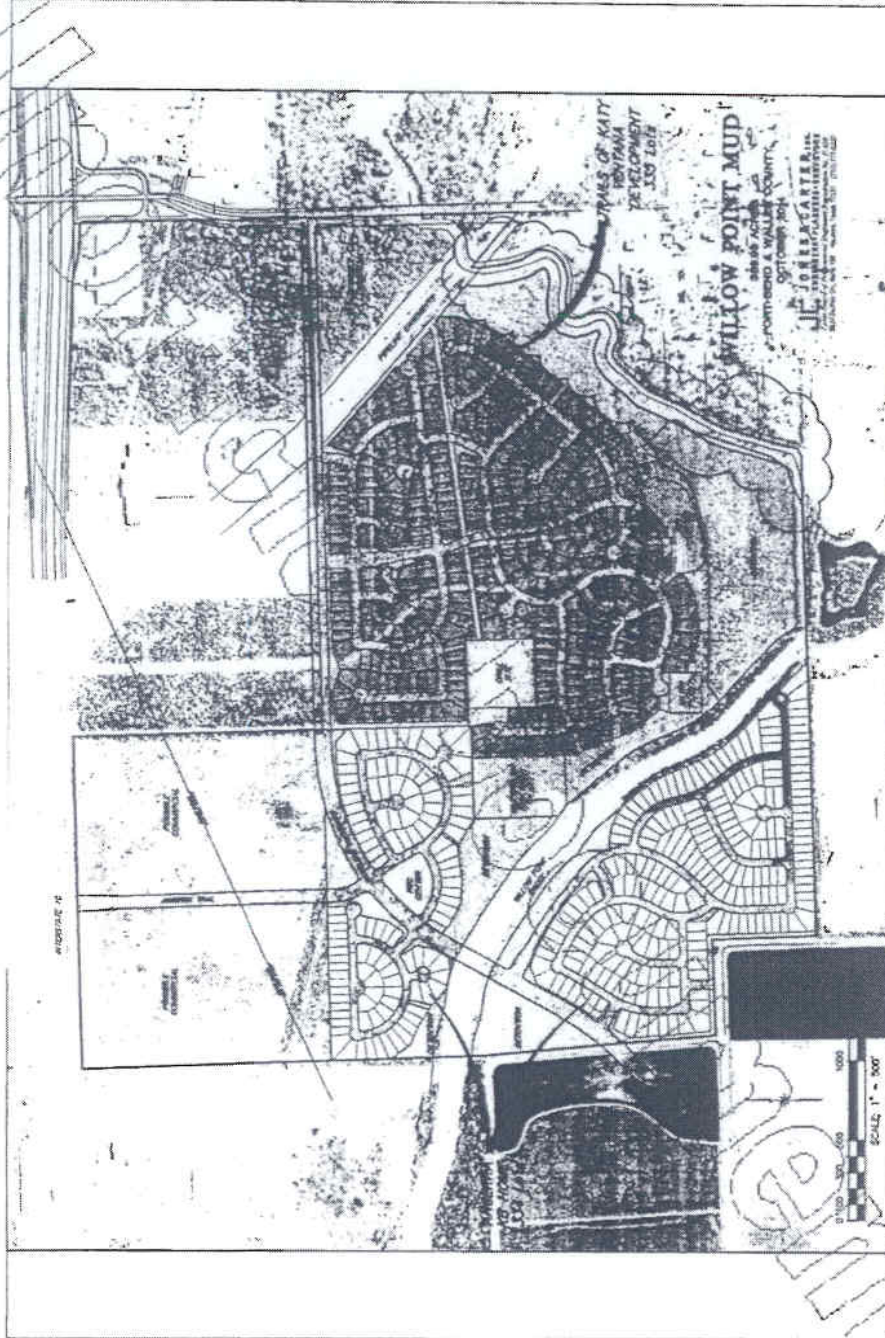
Clerk

Deputy

Return to:

**RECORDER'S MEMORANDUM**  
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

WHEREAS, Ventana Development Katy, LTD., a Texas limited partnership (herein referred to as "Owner"), has dedicated that certain property referenced in Exhibit "A" in Fort Bend County, Texas, attached hereto, which property was surveyed on \_\_\_\_\_ by Jones & Carter, Inc. and known as Trails of Katy Phase II and filed in Slide No. \_\_\_\_\_ of the Plat Records of Fort Bend County and under Clerk's File No. \_\_\_\_\_ of the Fort Bend County Official Public Records of Real Property; and

WHEREAS, International Bank of Commerce, (the "Lienholder"), is the present owner and holder of a lien against the above-referenced property, said lien being evidenced as recorded under Clerk's File No. 2014141289 of the Fort Bend County Official Public Records of Real Property and is the holder of the promissory note secured by said lien, desires to subordinate said lien to the dedication of all rights-of-way and easements as well as other terms and conditions referred to on the Fort Bend County Drainage District Right of Way Easement for Trails of Katy;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by Owner to said Lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said Lienholder as the present owner and holder of the note and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the Fort Bend County Drainage District Right of Way Easement for Trails of Katy and the dedication evidenced thereby, and does hereby RATIFY, CONFIRM AND APPROVE in all respects the dedications, terms and provisions evidenced thereby.

The said Lienholder does hereby WARRANT AND REPRESENT that it is the present owner and holder of the note and the lien given to secure the payment of the same and that it is thereby authorized to execute this instrument as the owner and holder of the said note and lien.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.



Executed this 21 day of Sept, 2015.

"Lienholder"  
International Bank of Commerce

By: [Signature]

Name: Delores Hansen

Title: SVP

THE STATE OF Texas

COUNTY OF Harris

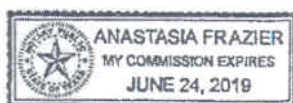
This instrument was acknowledged before me on the 21<sup>st</sup> day of September, 2015 by

Delores Hansen

Se. VP

of International Bank of Commerce, on

behalf of said corporation.



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

Printed Name: Anastasia Frazier

My Commission Expires: June 24, 2019

EXHIBIT "A"

Beginning at the intersection of the centerline of Willow Fork of Buffalo Bayou and the GRANTOR's southern boundary; thence following the centerline of Willow Fork of Buffalo Bayou approximately 3,400 feet to the intersection of said centerline and the GRANTORS's eastern boundary.

Ret  
FBC Clerk Admin Serv Coord

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk  
Fort Bend County, Texas

February 11, 2016 12:24:21 PM

FEE: \$0.80 JE  
EASEMENT

2016014105



**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.**

**SPECIAL WARRANTY DEED**  
**(Trails of Katy – Phase 2 Detention)**

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

**VENTANA DEVELOPMENT KATY, LTD.**, a Texas limited partnership (hereinafter called "GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to GRANTOR in hand paid by **WILLOW POINT MUNICIPAL UTILITY DISTRICT OF FORT BEND AND WALLER COUNTIES**, a political subdivision of the State of Texas with offices located at 1980 Post Oak Boulevard, Suite 1380, Houston, Harris County, Texas 77056 (hereinafter called "GRANTEE"), the receipt of which is hereby acknowledged by GRANTOR, has GRANTED, SOLD and CONVEYED, and by these presents, does GRANT, SELL and CONVEY, unto the said GRANTEE herein, that certain Restricted Reserve E located in Trails of Katy, Section 4, as shown on the Trails of Katy, Section 4 Final Plat No. 20180155 (hereinafter called the "Property").

This conveyance is made and accepted subject to any and all matters of public record in the Office of the County Clerk of Fort Bend County, Texas, or existing on the ground, to the extent, and only to the extent, that the same may still be in force and effect.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, AND INCLUDING SPECIFICALLY, (1) THE ENVIRONMENTAL CONDITION OF THE PROPERTY (SUCH AS WHETHER WETLANDS ARE PRESENT ON THE PROPERTY OR WHETHER HAZARDOUS SUBSTANCES ARE LOCATED ON THE PROPERTY) AND (2) THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE. THE PROPERTY IS CONVEYED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND IS AN "AS IS" AND "WITH ALL FAULTS" CONVEYANCE.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging to said GRANTEE, its successors and assigns, forever and GRANTOR does hereby bind itself, and its successors, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said 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, subject to the aforesaid matters.





EXECUTED this 21 day of JUNE, 2018.

GRANTOR:

VENTANA DEVELOPMENT KATY, LTD.,  
a Texas limited partnership

By: Trails of Katy, LLC  
its general partner  
a Texas limited liability company

By: [Signature]  
Name: JAMES B. GROVER, JR.  
Title: Co-MANAGER

THE STATE OF TEXAS

§  
§  
§

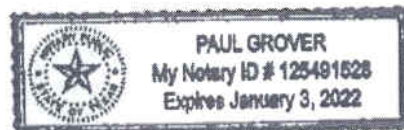
COUNTY OF FORT BEND

This instrument was acknowledged before me on this 21 day of JUNE, 2018, by JAMES B. GROVER, JR. Co-MANAGER of Trails of Katy, LLC, a Texas limited liability company, the General Partner of Ventana Development Katy, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]

Notary Public in and for  
the State of Texas

(SEAL)



Accepted by Willow Point Municipal Utility District of Fort Bend and Waller Counties this 5<sup>th</sup>  
day of July, 2018.

WILLOW POINT MUNICIPAL UTILITY DISTRICT  
OF FORT BEND AND WALLER COUNTIES

By:

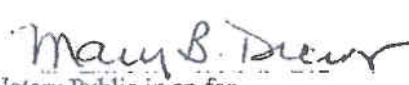
  
Ryan Niles  
President, Board of Directors

THE STATE OF TEXAS

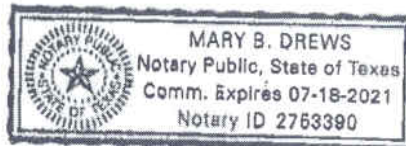
§  
§  
§

COUNTY OF HARRIS

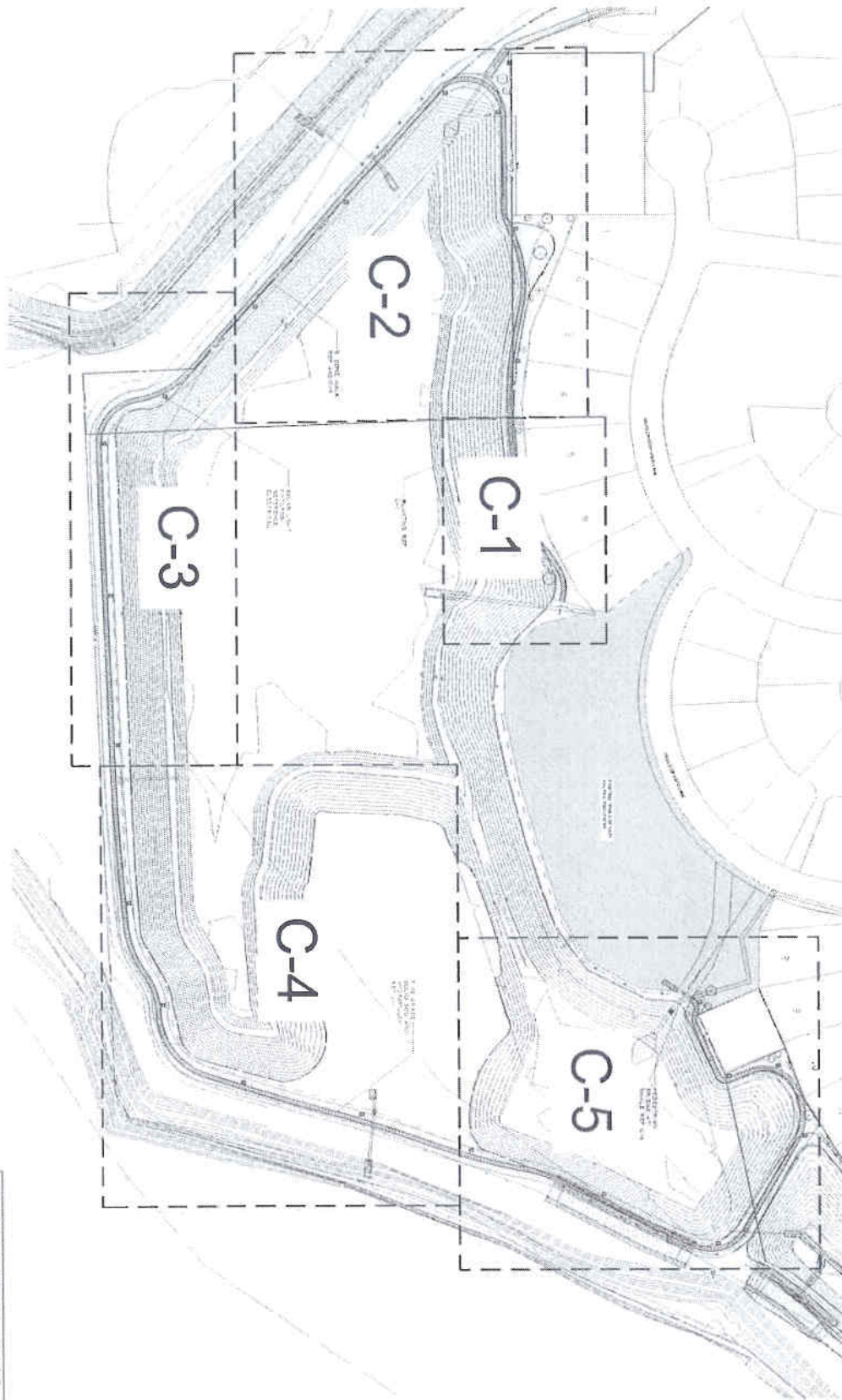
This instrument was acknowledged before me on this 5<sup>th</sup> day of July, 2018, by Ryan Niles, President of the Board of Directors of Willow Point Municipal Utility District of Fort Bend and Waller Counties on behalf of said District.

  
Notary Public in and for  
the State of Texas

(SEAL)



After recording please return to:  
Mary Drews  
Sanford Kuhl Hagan Kugle Parker Kahn LLP  
1980 Post Oak Boulevard, Suite 1380  
Houston, Texas 77056



PROJECT SCOPE TO INCLUDE:  
 ROUGH GRADING, CONCRETE  
 ALIX, PEDESTALY BRIDGE,  
 IRRIGATION HYDROLOGIC,  
 FINE GRADING, LANDSCAPE  
 PLANTING AND SITE LIGHTING

R-1



Reference  
Plan

# Trails of Katy Detention Walk Improvements Fort Bend County Willow Point MUD Fort Bend County, Texas



STATE OF TEXAS  
 LANDSCAPE ARCHITECT  
 JAMES R. HARRIS  
 10000 Katy Freeway, Suite 1000  
 Houston, Texas 77058  
 Tel: 281.460.1111  
 Fax: 281.460.1112  
 www.jrharris.com

EXHIBIT

D

tabbles