

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS ROAD AGREEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF _____

§

That, **COUNTY OF FORT BEND, TEXAS**, its employees, contractors, representatives, successors, and assigns, hereinafter referred to as "Grantor," whose address 301 Jackson Street, Richmond, Texas 77469, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey unto **IGLESIA BAUTISTA VIDA NUEVA DE KATY** (hereinafter referred to as "GRANTEE"), whose address is 11233 Gaston Road, Katy, TX 77494, a non-exclusive easement for the purpose of constructing, installing and maintaining an access road (hereinafter referred to as "Road Use Lands" or "Access Road"), across the following tract of land, located in the Fort Bend County, Texas, to wit:

SEE EXHIBIT A

The non-exclusive easement shall be approximately sixteen feet (16') in width, the centerline of which is depicted on the plat marked Exhibit "A" attached hereto and made a part hereof.

The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. No change or division in ownership of the land, rentals or royalties however accomplished shall operate to enlarge the obligations or diminish the rights of either party, nor shall any such change or division be binding upon either party for any purpose until the person acquiring any interest has furnished Grantor with the instrument or instruments, or certified copies thereof, constituting his change of title from Grantee.

GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S TENANTS, HEIRS, SUCCESSORS AND ASSIGNS AND THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO AND/OR DEATH OF ANY PERSON AND/OR FOR DAMAGE TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL DAMAGE OR POLLUTION) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S USE OR OCCUPANCY OF THE PREMISES OR OPERATIONS HEREUNDER, IF SUCH INJURIES, DEATH, OR DAMAGE ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, OTHER FAULT, AND/OR STRICT LIABILITY OF GRANTEE, GRANTEE'S HEIRS, SUCCESSORS, ASSIGNS, CONTRACTORS, OR SUB-CONTRACTORS OR THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES. THIS INDEMNITY AGREEMENT SHALL PROTECT GRANTOR AND GRANTOR'S TENANTS, HEIRS, SUCCESSORS AND ASSIGNS AND THEIR OFFICERS. PROVIDED, HOWEVER, THAT THE

Tract No: P30

ABOVE INDEMNITY AGREEMENT SHALL NOT PROTECT GRANTOR, GRANTOR'S TENANTS, HEIRS, SUCCESSORS OR ASSIGNS, OR THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES AGAINST THE CONSEQUENCES OF THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL INJURY. GRANTEE HAS INSPECTED THE PREMISES AND COVENANTS NOT TO SUE GRANTOR, GRANTOR'S TENANTS, HEIRS, SUCCESSORS OR ASSIGNS, OR THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES BECAUSE OF ANY PRESENTLY EXISTING DEFECTIVE CONDITION IN, UPON, OR AROUND THE GRANTOR'S LANDS.

Grantee agrees to use reasonable care at all times, in all of Grantee's operations on the Road Use Lands to prevent injury or damage to buildings, fences, or other property belonging to Grantor. Upon abandonment of the use of the road, Grantee agrees to grade and improve any problems with the road and return the road in good condition for the use of the Grantor. During its operations, Grantee will endeavor at all times to keep the road free of debris and trash.

Upon expiration or termination of this Agreement for any reason as to all or any portion of the land herein described, Grantee shall be obligated at its expense to promptly prepare, execute and file in the public records of Fort Bend County, Texas, an appropriate release instrument and to forward a copy of same as so recorded to Grantor within 90 days of abandonment.

Grantor and Grantee agree that for and in the consideration herein stated, Grantor does hereby release Grantee, its successors, partners, agents and assigns from any and all claims, demands and causes of actions which the undersigned may have or may be entitled to assert for damages to crops, timber and all other things growing or situated upon the easement, caused by or resulting from operations in connections with the said Access Road.

Grantee, upon non-use and abandonment of said access road constructed herein for a period of 24 consecutive months, shall cause this right-of-way and easement to terminate and be of no further force and effect by furnishing a recordable release to Grantor; provided, however, that Grantee is held harmless and assumes no responsibility to maintain, remove, or keep up said road located within said Agreement. Upon abandonment, said roadway in place and such abandoned roadway shall become the property of the Grantor.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2018.

COUNTY OF FORT BEND, TEXAS

Grantor

Tract No: P30

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

_____ §

Before me, the undersigned authority, on this the _____ day of _____, 20____, personally appeared **GRANTOR**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

(SEAL)

Notary Public, State of Texas

My Commission Expires: _____

After Filing, Please Return To:

Percheron, LLC
ATTN: Documents Department
1904 W. Grand Parkway N.
Suite 200
Katy, Texas 77449

**METES AND BOUNDS DESCRIPTION
KATY FLEWELLEN ROAD, SEGMENT 1
GASTON ROAD TO ROUNDABOUT (CROSSOVER ROAD)
OFFSITE DRAINAGE CHANNEL VA-6
16 FEET WIDE ACCESS EASEMENT "A" (IN TRACT 30)
FORT BEND COUNTY, TEXAS**

All that certain 0.0248 acre (1,081 sq. ft.) tract of land, out of a called 3.7858 acre tract described in deed to Iglesia Bautista Vida Nueva de Katy dated August 20, 2013 as recorded in Fort Bend County Clerk's File No. (FBCCF#) 2013106702, situated in the I & GN RR Survey, Abstract No. 366 in Fort Bend County, Texas, said 0.0248 acre being more particularly described by metes and bounds as follows with all bearings referenced to the Texas South Central Zone NAD 83, coordinates are surface and can be converted to grid by multiplying by the combined factor of 0.99988808:

COMMENCING at a 5/8 inch capped iron rod situated at the east corner of Reserve "A", in common with the north corner of Reserve "B", Katy Gaston Reserve Subdivision as recorded in Instrument No. 20120195, Plat Records of Fort Bend County, Texas (PRFBC), having coordinates X= 2,974,714.03 feet, Y= 13,835,264.90 feet;

THENCE, South 40°11'46" East, across the Gladys M. Karoska Survey, Abstract No. 799, Fort Bend County, Texas and across said I & GN RR Survey, a distance of 785.52 feet to a 5/8 inch capped iron rod set in the north line of a proposed 0.0580 acre drainage easement for the **PLACE OF BEGINNING** having coordinates X= 2,974,711.47 feet, Y= 13,835,262.61 feet and for the northeast corner of the herein described access easement;

THENCE, South 19°30'36" West, across said proposed 0.0580 acre drainage easement and across an existing Fort Bend County Drainage District, 30 feet wide right of way easement as recorded in Volume 418, Page 224 of the Fort Bend County Deed Records (FBCDR), and across a proposed 0.2373 acre drainage easement a distance of 67.55 feet to a 5/8 inch capped iron rod set in the south line of said proposed 0.2373 acre drainage easement for the southeast corner of the herein described access easement;

THENCE, North 86°17'40" West with the south line of said proposed 0.2373 acre drainage easement, a distance of 16.63 feet to a 5/8" capped iron rod set for the southwest corner of the herein described access easement;

THENCE, North 19°30'36" East, across said proposed 0.2373 acre drainage easement and across said existing Fort Bend County Drainage District, 30 feet wide right of way easement and across said 0.0580 acre drainage easement, a distance of 67.56 feet to a 5/8 inch capped iron rod set in the north line of said proposed 0.0580 acre drainage easement for the northwest corner of the herein described access easement, from which a calculated angle point in the north line of said 3.7858 acre tract bears North 67°54'17" West, 28.55 feet;

EXHIBIT A

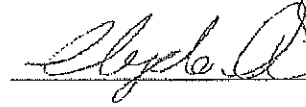
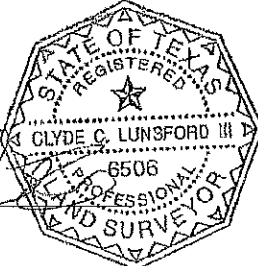
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KATY FLEWELLEN ROAD, SEGMENT 1
GASTON ROAD TO ROUNDABOUT (CROSSOVER ROAD)
OFFSITE DRAINAGE CHANNEL VA-6
16 FEET WIDE ACCESS EASEMENT "A" (IN TRACT 30)
FORT BEND COUNTY, TEXAS**

THENCE, South 86°17'40" East with the north line of said proposed 0.0580 acre drainage easement, a distance of 16.63 feet to the **PLACE OF BEGINNING**, containing within these calls 0.0248 acre (1,081 sq. ft.) of land.

A survey map of even date accompanies this description.

Signed and sealed by my hand this 12th day of July, 2017.

Clyde C. Lunsford III
R.P.L.S. No. 6506
Arnani Engineering, Inc.
8303 Southwest Freeway Ste. 600
Houston, Texas 77074

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