

THE STATE OF TEXAS

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COUNTY OF FORT BEND

## **POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

THIS POSSESSION AND USE 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 The George Foundation, a Texas Charitable Trust, created under Indenture dated August 18, 1945, (hereinafter referred to as "Owner"), acting herein by and through its duly authorized and undersigned Chief Executive Officer, Roger E. Adamson, grants the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Owner's property for the purpose of construction of a portion of A. Myers Road and appurtenant drainage (the "Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached hereto as "Exhibit A") and made a part of this Agreement by reference (the "Property"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

1. The Owner and the County are seeking negotiate the County's acquisition of the Property under mutually acceptable terms. In order to expedite and facilitate the necessary work to complete the Project, the County desires that the Owner provides the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a public roadway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Project. This Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Owner reserves all rights of compensation for the title and interest in and to the Property which the Owner holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Owner's rights to receive full and just compensation as allowed by law for all of the Owner's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Owner's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Owner in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Owner's rights to any relocation benefits for which Owner may be eligible. In addition to compensation for owner's title and interest in and to the Property, Owner and the County have

agreed on all the terms and conditions of the conveyance of road right of way and appurtenant drainage easements, as well as the conveyance document (Right of Way Deed), the form of which is attached hereto as Exhibit "B" and made a part hereof for all purposes. These terms and conditions include but are not limited to: the County's agreement to maintain the road right of way and drainage appurtenances and constructing a fence along both sides of the roadway to prevent trespassing and illegal dumping on Owner's adjoining property with adequate gates for existing cross-access points; and Owner's right (which shall pass to the successors and assigns of Owner) to require relocation of the road by the County at a later date at the sole expense of Owner or its successors or assigns subject to approval of the route and design by County, not to be unreasonably withheld.

3. The County will be entitled to take possession and use of the Property upon full execution of the Agreement.
4. The Owner warrants and represents that the Property is free and clear of all liens or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Owner further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens affecting the Property.

The above made warranties are made by Owner and accepted by the County subject to the following:

- A. Visible and apparent easements not appearing of record;
  - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
  - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Fort Bend County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
5. Should negotiations between the County and Owner fail, the County shall file a Petition in Condemnation in Fort Bend County within twelve (12) months from the date of this Agreement, unless extended by agreement of both the County and Owner. Further, this Agreement shall terminate within twelve (12) months hereof, if the County has not awarded a contract for the construction of the Project, unless extended by agreement of both the County and Owner.
  6. In the event the County institutes eminent domain proceedings, the County will not be liable to the Owner for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.
    - A. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the date the Special



Commissioners' Award is tendered to the registry of the court, or if the Special Commissioners' Award is not greater than the consideration paid for this Agreement, the date of the Special Commissioners' Hearing.

- B. The Owner expressly acknowledges that the proposed Project is for a valid public use and voluntarily waives any right the Owner has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
  - C. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
7. This Agreement will also extend to and bind the successors in interest and assigns of the parties.

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

OWNER:

EXECUTED this the 2nd day of July, 2018.

THE GEORGE FOUNDATION, a Texas charitable trust

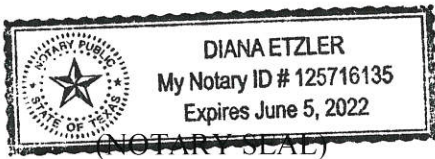
By:   
ROGER E. ADAMSON, Chief Executive Officer

THE STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on this 2nd day of July, 2018, by ROGER E. ADAMSON, Chief Executive Officer of THE GEORGE FOUNDATION, a Texas Charitable Trust.



  
Notary Public, State of Texas



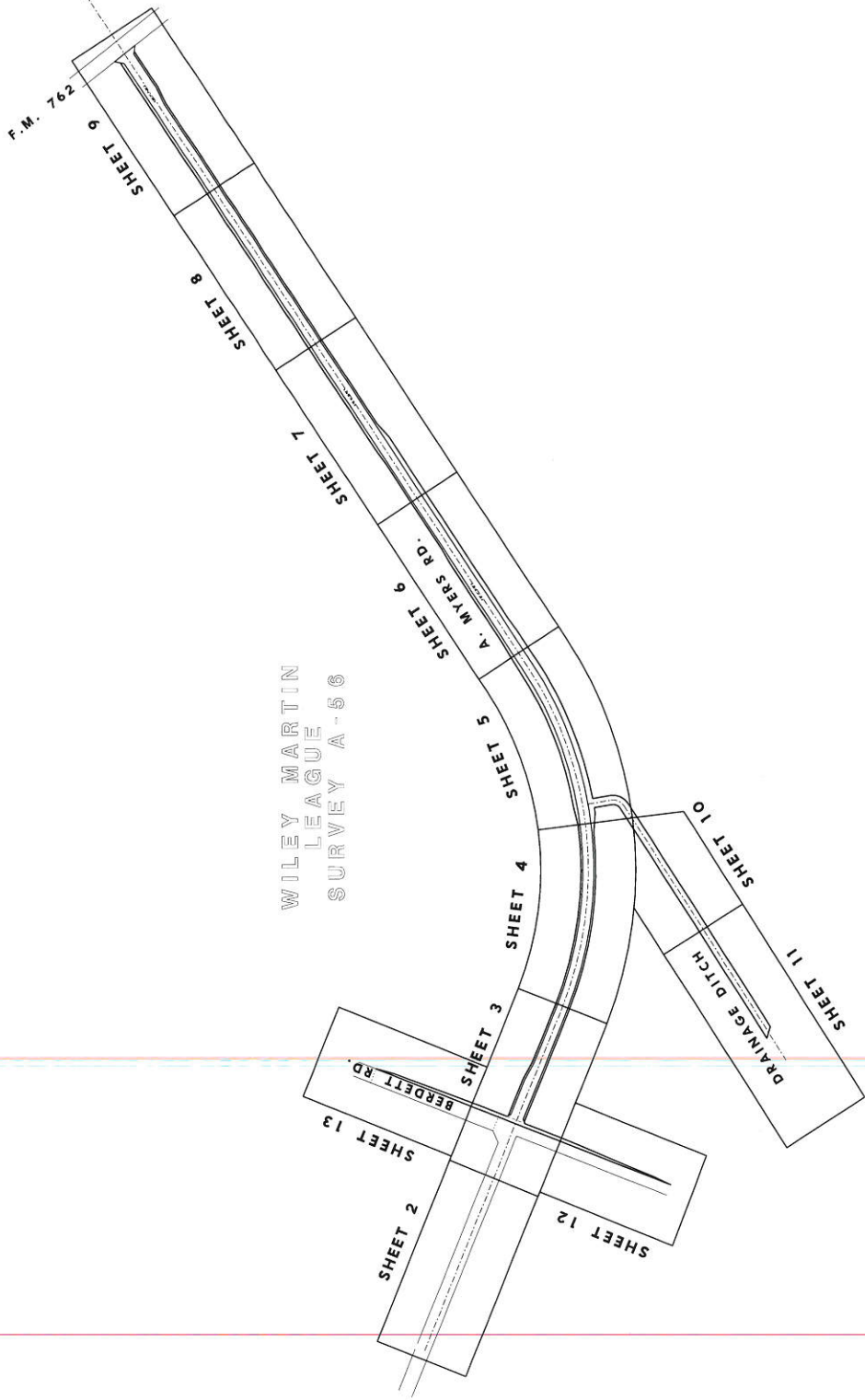
# EXHIBIT A

1. 60' of right of way between Berdett Road and FM 762;
2. 72' of right of way with corner-clips near the intersections of Berdett Road and FM 762 to allow for left-turn-lanes;
3. 20' of right of way along the east side of Berdett Road at A Myers Road;
4. 10' - 30' drainage easements for roadside ditches on both sides of the roadway; and
5. 50' wide drainage easement between the roadway and Dry Creek.

(Field notes and plats also to be attached.)



HORIZ 0' 5' 10'  
VERT 0' 5' 10'



NOTES:

1. F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
2. F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
3. SET 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
3. ALL COORDINATES AND DISTANCES SHOWN HEREIN WERE DERIVED FROM REDUNDANT RTK GPS OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM NAD 83 SOUTH CENTRAL ZONE (4282) AND ARE IN SURFACE, TO CONVERT TO GRID MULTIPLY BY THE FACTOR 0.99986562.
4. POSTLE PROPERTY SERVICES, INC. PROVIDED RECORDS RESEARCH AND NOT ABSTRACTING. THE CLIENT DID NOT PROVIDE A CURRENT TITLE COMMITMENT TO BASELINE CORPORATION.

NO.	DATE	REVISION	APPROVED
			
			
			
A. MYERS ROAD			
INDEX SHEET			
FILE NO.	CONTRACT NO.	SHEET NO.	
6	XXX	XXX	
STATE	DIST.	COUNTY	
TEXAS	HOUSTON	FORT BEND	
CNCL.	SECT.	JOB	
XXXX	XX	XXX	P. MYERS

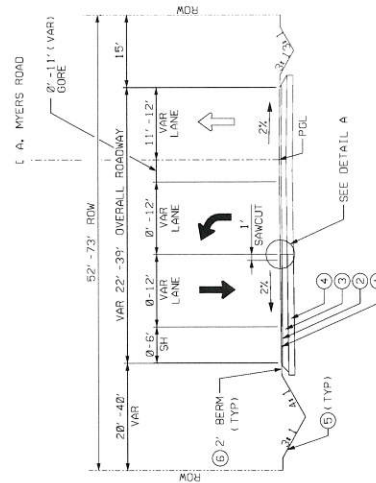


EXHIBIT A - Page 3 of 23

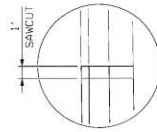
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No.	RADIUS	LENGTH	DELTA	CHORD	CHORD LENGTH
C1	1,960.00'	996.60'	29° 08' 00"	582° 26' 39" E	985.90'
C2	1,970.00'	1,905.85'	55° 25' 48"	N84° 24' 26" E	1,832.40'
C4	2,030.00'	1,963.90'	55° 25' 48"	N84° 24' 26" E	1,888.21'



PROPOSED TYPICAL SECTION



DETAIL A

FED. HIL. DIV. NO.	CONTRACT NO.	SHEET NO.
6	XXX	
STATE	DIST.	COUNTY
TEXAS	HOUSTON	FORT BEND
CONF.	SECT.	JOB
XXXX	XX	XXX
		A. MYERS



Robert L. Davis



A. MYERS ROAD  
DRAINAGE EASEMENTS  
AND R.O.W. EASEMENT  
SHEET 3

[illegible]

NOTES:

1. F.B.C.P.R. - FORT BEND COUNTY DEED RECORDS
2. F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
3. SEC 5-67 BASELINE CORP., PLASTIC WRAPPED IRON ROD
4. ALL COORDINATES AND DISTANCES SHOWN HEREIN WERE DERIVED FROM REDUNDANT SURVEY OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM NAD 83 SOUTH CENTRAL ZONE (4202) AND ARE IN THE NEUTRAL ZONE (4202) AND ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FACTOR 8.499689562.
5. PORTLE PROPERTY SERVICES, INC. PROVIDED RECORDS RESEARCH AND FOUND NO RECORDS EXISTING. THE CLIENT DID NOT PROVIDE A CURRENT TITLE COMMITMENT TO OBTAIN A BASELINE CORPORATION.



SEE SHEET 13

SEE SHEET 12

MATCHLINE 20+00.00 SEE SHEET 2

BRIDGWOOD ESTATES  
 SUFF. No. 8880 AMH  
 SUFF. No. 8869 AMB  
 SUFF. No. 8862A

POC A. MYERS  
ROADWAY EASEMENT  
NORTH & SOUTH  
DRAINAGE EASEMENT  
FOUND 5/8" IRON

BRIGLEWOOD ESTATES  
RESTRICTED NEIGHBORHOOD  
DEVELOPMENT  
WATER PLANT No.

A. MYERS RD.  
(80' R.O.W.)

371.8877 ACRES TO  
MAY CREEK HOUSING/ASLVM, LLC  
DOCUMENT NO. 2013-554  
T R C D

WILLEY MARTIN  
SURREY - 56

RESIDUE OF 2435 ACRES  
TRACT 33  
MRS. MARY GEORGE  
VOL. 54, PG. 106  
F.B.C.D.R.

MAITCHLINE 30+00.00 SEE SHEET 4

R D .

SOURCE: 2435 ACRES  
(TRACT 3)  
MRS. MAMIE GEORGE  
VOL. 64, PG. 106  
F.B.C.D.R.



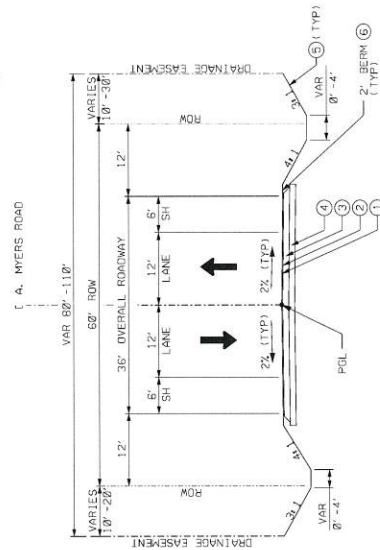
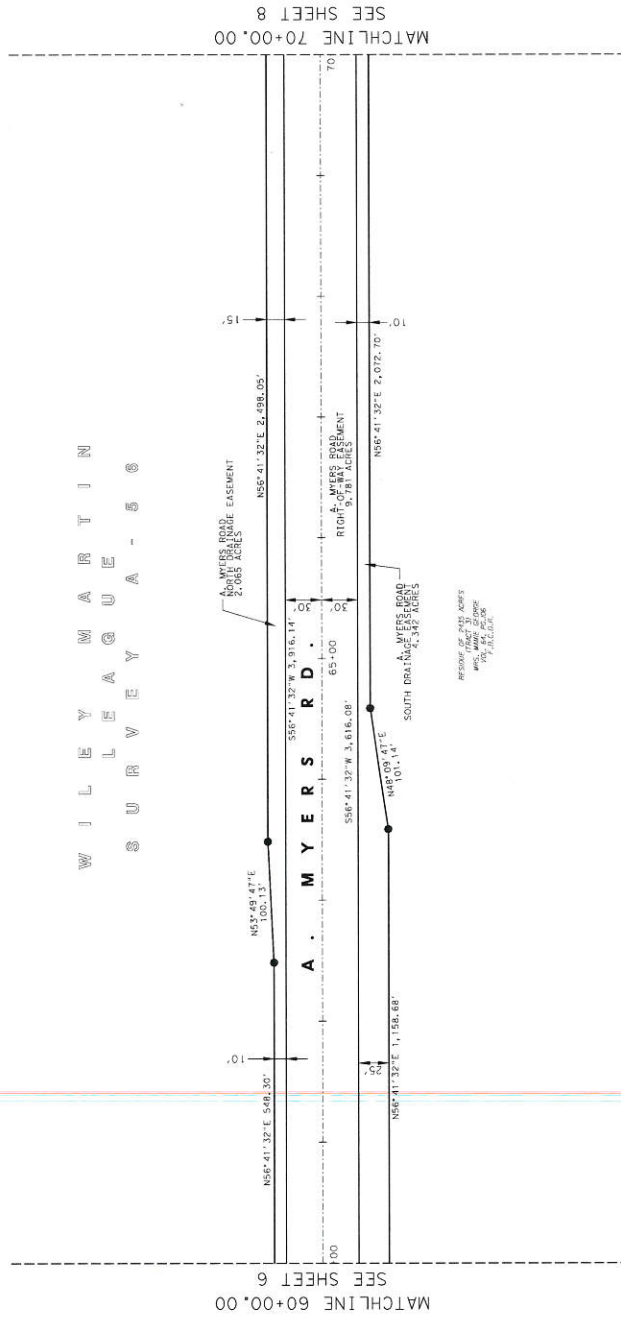








W I L L E Y M A R T I N  
S U R V E Y A - 5 6



PROPOSED TYPICAL SECTION  
STA 26+54.04 TO STA 85+32.62

STA 26+54.04 TO STA 85+32.62

EXHIBIT A - Page 8 of 23

## NOTES:

1. F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
2. F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
3. SET 5/8" BASELINE CORP. PLASTIC CAPLED IRON ROD
4. ALL COORDINATES AND DISTANCES SHOWN HEREIN WERE DERIVED FROM REUNDANT RTK GPS OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM NAD 83 SOUTH CENTRAL ZONE 142021. TO GRID IN SURFACE, TO CONVERT TO GRID MULTIPLY BY THE FACTOR 0.99986562.
5. POSTLE PROPERTY SERVICES, INC. HAS REVIEWED THE RECORD FOR ABSTRACTING. THE CLIENT DID NOT PROVIDE A CURRENT TITLE COMMITMENT TO BASELINE CORPORATION.

NO.	DATE	REVISION	APPROVED



Robert L. D.



A. MYERS ROAD  
DRAINAGE EASEMENTS  
AND R.O.W. EASEMENT  
SHEET 7

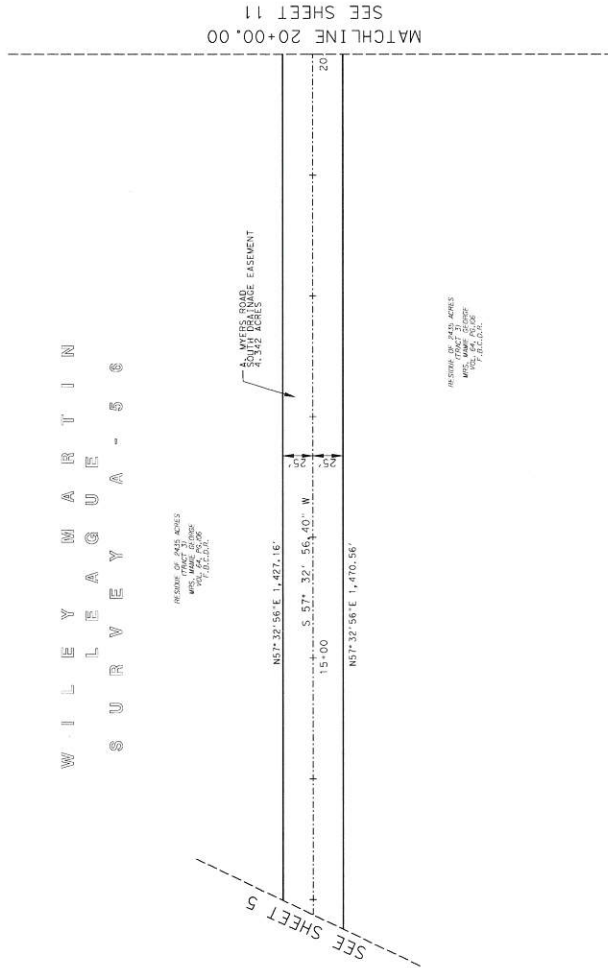
FED. REL. DIV. NO.	CONTRACT NO.	SHEET NO.
6	XXX	
STATE	DIST.	COUNTY
TEXAS	HOUSTON	FORT BEND
CONT.	SECT.	JOB
XXXX	XX	XXX
		HIGHWAY NO.
		A. MVERS

[illegible]





WILLEY WARTIN  
SULVEY ASUE-56



IN SUPP OF 2435 AGNES  
(TRACT 3)  
MRS. MAMIE GEORGE  
VOL. 64, PG. 106

IN SEARCH OF PASS ACRES  
(TRACT 3)  
WPS, MURDER & ORANGE  
VOL. 64, PG. 106  
L. D. C. D. B.

SEE SHEET 5

—A. MYERS ROAD  
SOUTH DRAINAGE EASEMENT  
4.342 ACRES

MATCHLINE 20+00.00 SEE SHEET 11

## NOTES:

1. F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
2. F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
3. SET 5/8" BASELINE CORP., PLASTIC CAPED IRON ROD
4. ALL COORDINATES AND DISTANCES SHOWN HEREIN WERE DERIVED FROM REFUNDARY RTK GPS OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM NAD 83 SOUTH CENTRAL ZONE 142022 TO GRID IN SURFACE. TO CONVERT TO GRID MULTIPLY BY THE FACTOR 0.99986582.
5. POSTLE PROPERTY SERVICES, INC. HAS PROVIDED RECORDS, PLAT AND ABSTRACT RECORDS. CLIENT DID NOT PROVIDE A CURRENT TITLE COMMITMENT TO BASELINE CORPORATION.

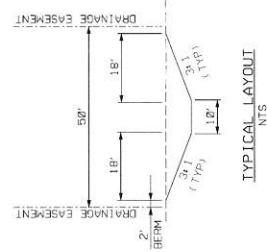
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2018-18



A. MYERS ROAD  
DRAINAGE EASEMENTS  
AND R.O.W. EASEMENT  
SHEET 10

FED. REG. DIV. NO.	CONTRACT NO.	SHEET NO.
6	XXX	
STATE	DIST.	COUNTY
TEXAS	HOUSTON	FORT BEND
CONT.	SECT.	JOB
XXXX	XX	XXX
		HIGHWAY NO.
		A. MYERS



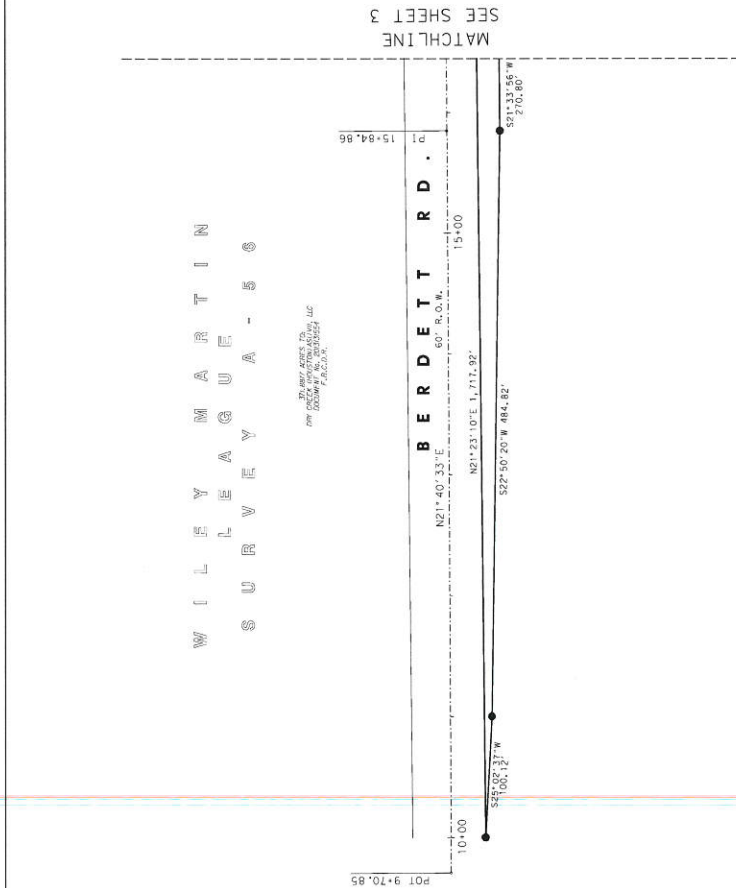




#STATUS#

PENTABLES+\*PENTBL.SS

PL0TOR1VERH+\*PLTORVH\$



0" 25' 50' 100'

NOTES:

1. F.B.C.P.R. = FORT BEND COUNTY PLAT RECORDS
2. F.B.C.D.R. = FORT BEND COUNTY DEED RECORDS
3. ● SET 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
3. ALL COORDINATES AND DISTANCES SHOWN HEREIN WERE DERIVED FROM REDUNDANT RTK GPS OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM NAD 83 SOUTH CENTRAL ZONE (4282) AND ARE IN SURFACE. TO CONVERT TO GRID MULTIPLY BY THE FACTOR 0.99988562.
4. POSTLE PROPERTY SERVICES, INC. PROVIDED RECORDS RESEARCH AND ABSTRACTING. THE CLIENT DID NOT PROVIDE A CURRENT TITLE COMMITMENT TO BASELINE CORPORATION.

NO.	DATE	REVISION	APPROVED



Robert L. Davis



A. MYERS ROAD  
DRAINAGE EASEMENTS  
AND R.O.W. EASEMENT  
SHEET 12

FILE NO. D12	CONTRACT NO. XXX	SHEET NO. 12
STATE TEXAS	DIST. HOUSTON	COUNTY FORT BEND
PROJECT XXXX	SUB-PROJECT XX	DATE XXX

[illegible]

**METES AND BOUNDS DESCRIPTION**  
**A. MYERS ROAD EASEMENT**  
**9.781 ACRES OF LAND IN THE**  
**WILEY MARTIN LEAGUE, ABSTRACT No. 56**  
**IN FORT BEND COUNTY, TEXAS**

**BEING** 9.781 acres (426,056 square feet) of land situated in the Wiley Martin League, Abstract No. 56, in Fort Bend County, Texas, being part of a remainder of that certain called 2,435 acre tract of land described as Tract 3 in the deed to Mrs. Mamie George recorded in Volume 64, Page 106, Fort Bend County Deed Records (hereinafter, the George Remainder), said 9.781 acre tract of land is more particularly described by metes and bounds as follow:

**COMMENCING** at a found 5/8 inch iron rod for the more easterly southeast corner of Restricted Reserve 'D', Bridlewood Estates Subdivision, Section 3, a subdivision recorded in Fort Bend County Clerk's File Number 9776040, Fort Bend County Plat Records), said corner also being the more easterly end of a cutback corner of the west right-of-way line of Berdett Road (an 80 foot wide right-of-way, the west 50 feet being dedicated by said plat of Bridlewood Estates Subdivision, Section 3 ) and the north line of A. Myers Road (an 80 foot wide right-of-way, the north 50 feet being dedicated by said plat of Bridlewood Estates Subdivision, Section 3);

**THENCE**, North 21 degrees 23 minutes 10 seconds East along said west right-of-way line of Berdett Road, 813.13 feet to a point;

**THENCE**, South 68 degrees 36 minutes 50 seconds East crossing said Berdett Road, 80.00 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod on the east right-of-way line of said Berdett Road and a west line of said George Remainder for the **POINT OF BEGINNING** for the tract herein described;

**THENCE**, South 21 degrees 23 minutes 10 seconds West along said east right-of-way line of Berdett Road and said west line of the George Remainder, 22.81 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the **POINT OF BEGINNING** for the tract herein described;

**THENCE**, departing said east right-of-way line of Berdett Road and said west line of the George Remainder, into the interior of said George Remainder, and along the proposed north right-of-way lines of A. Myers Road (width varies), the following bearings and distances:

South 15 degrees 02 minutes 07 seconds West, 100.67 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 20 degrees 17 minutes 33 seconds West, 484.93 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 21 degrees 33 minutes 56 seconds West, 171.30 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 23 degrees 12 minutes 38 seconds East, 23.66 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 67 degrees 52 minutes 40 seconds East, 202.44 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;



South 61 degrees 02 minutes 06 seconds East, 100.72 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 67 degrees 52 minutes 40 seconds East, 326.21 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the left;

In an easterly direction along said curve, having a radius of 1,970.00 feet, a central angle of 55 degrees 25 minutes 48 seconds, and a chord which bears North 84 degrees 24 minutes 26 seconds East for a chord distance of 1,832.40 feet, an arc distance of 1,905.85 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 56 degrees 41 minutes 32 seconds East, 3,916.14 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE**, North 10 degrees 33 minutes 03 seconds East, 53.77 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod lying on an east line of said George Remainder and a west line of Farm to Market Road 762 (an 80 foot wide right-of-way as described in the deed to The State of Texas recorded in Volume 348, Page 611, Fort Bend County Deed Records);

**THENCE**, South 38 degrees 18 minutes 23 seconds East, along said east line of the George Remainder and said west line of Farm to Market Road 762, 142.73 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE**, departing said east line of the George Remainder and said west line of Farm to Market Road 762, into the interior of said George Remainder, and along the proposed south right-of-way lines of A. Myers Road, the following bearings and distances:

North 82 degrees 32 minutes 37 seconds West, 48.13 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 56 degrees 41 minutes 32 seconds West, 213.29 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 63 degrees 32 minutes 06 seconds West, 100.72 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 56 degrees 41 minutes 32 seconds West, 3,616.08 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the right;

In a westerly direction along said curve, having a radius of 2,030.00 feet, a central angle of 55 degrees 25 minutes 48 seconds, and a chord which bears South 84 degrees 24 minutes 26 seconds West for a chord distance of 1,888.21 feet, an arc distance of 1,963.90 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 67 degrees 52 minutes 40 seconds West, 626.93 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 66 degrees 47 minutes 22 seconds West, 24.91 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;



South 21 degrees 33 minutes 56 seconds West, 270.80 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 22 degrees 50 minutes 20 seconds West, 484.82 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 25 degrees 02 minutes 37 seconds West, 100.12 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

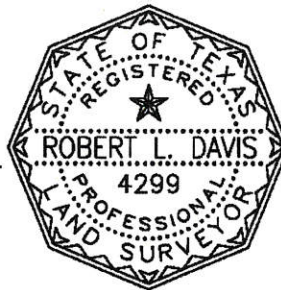
**THENCE**, North 21 degrees 23 minutes 10 seconds East, with said east right-of-way line of Berdett Road and said west line of the George Remainder, 1,717.92 feet to the **POINT OF BEGINNING**, containing 9.781 acres (426,056 square feet) of land.

The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.999868562.

This description was prepared in conjunction with a survey made on the ground in May through June of 2017 and a Right-of-Way Map of A. Myers Road Easement prepared by Baseline Corporation with the same date as this description.

Revised January 9, 2018  
September 20, 2017  
By: BASELINE CORPORATION  
TBPLS Firm No. 10030200

  
Robert L. Davis, RPLS  
Texas Registration No. 4299



**METES AND BOUNDS DESCRIPTION**  
**A. MYERS NORTH DRAINAGE EASEMENT**  
**2.065 ACRES OF LAND IN THE**  
**WILEY MARTIN LEAGUE, ABSTRACT No. 56**  
**IN FORT BEND COUNTY, TEXAS**

**BEING** 2.065 acres (89,941 square feet) of land situated in the Wiley Martin League, Abstract No. 56 in Fort Bend County, Texas, being part of a remainder of that certain called 2,435 acre tract of land described as Tract 3 in the deed to Mrs. Mamie George recorded in Volume 64, Page 106, Fort Bend County Deed Records (hereinafter, the George Remainder), said 2.065 acre tract of land is more particularly described by metes and bounds as follow:

**COMMENCING** at a found 5/8 inch iron rod for the more easterly southeast corner of Restricted Reserve 'D', Bridlewood Estates Subdivision, Section 3, a subdivision recorded in Fort Bend County Clerk's File Number 9776040, Fort Bend County Plat Records), said corner also being the more easterly end of a cutback corner of the west right-of-way line of Berdett Road (an 80 foot wide right-of-way, the west 50 feet being dedicated by said plat of Bridlewood Estates Subdivision, Section 3 ) and the north line of A. Myers Road (an 80 foot wide right-of-way, the north 50 feet being dedicated by said plat of Bridlewood Estates Subdivision, Section 3);

**THENCE**, South 68 degrees 36 minutes 50 seconds East crossing said Berdett Road and into the interior of said George Remainder, 100.00 feet to a point on a proposed right-of-way line of said A. Myers Road;

**THENCE**, South 21 degrees 33 minutes 56 seconds West along said proposed right-of-way line of A. Myers Road, 42.80 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod at an angle point in said proposed right-of-way line of said A. Myers Road;

South 23 degrees 12 minutes 27 seconds East, 9.54 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the **POINT OF BEGINNING** at the intersection of a north right-of-way line of A. Myers Road and a proposed north right-of-way line of the herein described tract;

**THENCE**, departing said proposed north right-of-way line of A. Myers Road and along the proposed north right-of-way lines of the herein described tract (width varies), the following bearings and distances:

South 67 degrees 52 minutes 40 seconds East, 213.15 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 61 degrees 02 minutes 06 seconds East, 100.72 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 67 degrees 52 minutes 40 seconds East, 325.62 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the left;

In an easterly direction along said curve, having a radius of 1,960.00 feet, a central angle of 29 degrees 08 minutes 00 seconds, and a chord which bears North 82 degrees 26 minutes 39 seconds East for a chord distance of 985.90 feet, an arc distance of 996.60 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;



North 75 degrees 48 minutes 20 seconds East, 100.28 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the beginning of a non-tangent curve to the left;

In an easterly direction along said curve, having a radius of 1,950.00 feet, a central angle of 23 degrees 22 minutes 21 seconds, and a chord which bears North 68 degrees 22 minutes 42 seconds East for a chord distance of 789.95 feet, an arc distance of 795.45 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 58 degrees 14 minutes 48 seconds East, 184.33 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 56 degrees 41 minutes 32 seconds East, 499.95 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 59 degrees 33 minutes 17 seconds East, 100.13 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 56 degrees 41 minutes 32 seconds East, 548.30 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 53 degrees 49 minutes 47 seconds East, 100.13 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 56 degrees 41 minutes 32 seconds East, 2,498.05 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the intersection of a proposed north right-of-way line of the herein described tract and a north right-of-way line of A. Myers Road;

**THENCE**, along the common proposed lines of the herein described tract and A. Myers Road, the following bearings and distances:

South 10 degrees 33 minutes 03 seconds West, 20.80 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 56 degrees 41 minutes 32 seconds West, 3,916.14 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the right;

In a westerly direction along said curve, having a radius of 1,970.00 feet, a central angle of 55 degrees 25 minutes 48 seconds, and a chord which bears South 84 degrees 24 minutes 26 seconds West for a chord distance of 1,832.40 feet, an arc distance of 1,905.85 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 67 degrees 52 minutes 40 seconds West, 326.21 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 61 degrees 02 minutes 06 seconds West, 100.72 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 67 degrees 52 minutes 40 seconds West, 202.44 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE**, North 23 degrees 12 minutes 27 seconds West, 14.22 feet to the **POINT OF BEGINNING**, containing 2.065 acres (89,941 square feet) of land.

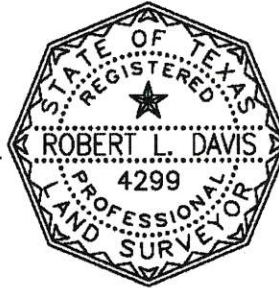
The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.999868562.

This description was prepared in conjunction with a survey made on the ground in May through June of 2017 and a Right-of-Way Map of A. Myers North Drainage Easement prepared by Baseline Corporation with the same date as this description.

Revised January 9, 2018  
September 20, 2017  
By: BASELINE CORPORATION  
TBPLS Firm No. 10030200

*Robert L. Davis*

Robert L. Davis, RPLS  
Texas Registration No. 4299





**METES AND BOUNDS DESCRIPTION  
A. MYERS SOUTH DRAINAGE EASEMENT  
4.342 ACRES OF LAND IN THE  
WILEY MARTIN LEAGUE, ABSTRACT No. 56  
IN FORT BEND COUNTY, TEXAS**

**BEING** 4.342 acres (189,132 square feet) of land situated in the Wiley Martin League, Abstract No. 56, in Fort Bend County, Texas, being part of a remainder of that certain called 2,435 acre tract of land described as Tract 3 in the deed to Mrs. Mamie George recorded in Volume 64, Page 106, Fort Bend County Deed Records (hereinafter, the George Remainder), said 4.342 acre tract of land is more particularly described by metes and bounds as follow:

**COMMENCING** at a found 5/8 inch iron rod for the more easterly southeast corner of Restricted Reserve 'D', Bridlewood Estates Subdivision, Section 3, a subdivision recorded in Fort Bend County Clerk's File Number 9776040, Fort Bend County Plat Records), said corner also being the more easterly end of a cutback corner of the west right-of-way line of Berdett Road (an 80 foot wide right-of-way, the west 50 feet being dedicated by said plat of Bridlewood Estates Subdivision, Section 3) and the north line of A. Myers Road (an 80 foot wide right-of-way, the north 50 feet being dedicated by said plat of Bridlewood Estates Subdivision, Section 3);

**THENCE**, South 68 degrees 36 minutes 50 seconds East crossing said Berdett Road and into the interior of said George Remainder, 100.00 feet to a point on a proposed right-of-way line of said A. Myers Road;

**THENCE**, South 21 degrees 33 minutes 56 seconds West along said proposed right-of-way line of A. Myers Road, 149.15 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod at an angle point in said proposed right-of-way line of said A. Myers Road;

**THENCE**, North 66 degrees 47 minutes 22 seconds East, along a proposed right-of-way line of said A. Myers Road, 10.85 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the **POINT OF BEGINNING** at the intersection of said proposed right-of-way line of said A. Myers Road and a proposed south right-of-way line of the tract herein described;

**THENCE**, along the common proposed lines of the herein described tract and A. Myers Road, the following bearings and distances:

North 66 degrees 47 minutes 22 seconds East, 14.06 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 67 degrees 52 minutes 40 seconds East, 626.93 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the left;

In an easterly direction along said curve, having a radius of 2,030.00 feet, a central angle of 55 degrees 25 minutes 48 seconds, and a chord which bears North 84 degrees 24 minutes 26 seconds East for a chord distance of 1,888.21 feet, an arc distance of 1,963.90 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 56 degrees 41 minutes 32 seconds East, 3,616.08 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 63 degrees 32 minutes 06 seconds East, 100.72 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 56 degrees 41 minutes 32 seconds East, 213.29 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 82 degrees 32 minutes 37 seconds East, 15.32 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

**THENCE**, departing said common proposed lines of the herein described tract and A. Myers Road, and along the proposed south right-of-way lines of the herein described tract (width varies), the following bearings and distances:

South 56 degrees 41 minutes 32 seconds West, 225.50 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 63 degrees 32 minutes 06 seconds West, 100.72 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 56 degrees 41 minutes 32 seconds West, 2,072.70 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 48 degrees 09 minutes 47 seconds West, 101.14 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 56 degrees 41 minutes 32 seconds West, 1,158.68 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 53 degrees 49 minutes 41 seconds West, 100.06 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 56 degrees 41 minutes 32 seconds West, 184.15 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the right;

In a southerly direction along said curve, having a radius of 2,060.00 feet, a central angle of 22 degrees 36 minutes 01 seconds, and a chord which bears South 67 degrees 59 minutes 32 seconds West for a chord distance of 807.31 feet, an arc distance of 812.56 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 09 degrees 27 minutes 21 seconds East, 99.56 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod for the point of curvature of a curve to the right;

In a southerly direction along said curve, having a radius of 95.00 feet, a central angle of 67 degrees 00 minutes 18 seconds, and a chord which bears South 24 degrees 02 minutes 47 seconds West for a chord distance of 104.88 feet, an arc distance of 111.10 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 57 degrees 32 minutes 56 seconds West, 1,427.16 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod lying on the north right-of-way line of Dry Creek as described in the deed to Fort Bend County recorded in Volume 319, Page 59, Fort Bend County Deed Records;



North 73 degrees 24 minutes 20 seconds West, along said north line of the Dry Creek right-of-way, 66.21 feet to a set 5/8 inch "Baseline Corp." plastic capped iron;

North 57 degrees 32 minutes 56 seconds East, departing said north line of the Dry Creek right-of-way, 1,470.56 feet to a set 5/8 inch "Baseline Corp." plastic capped iron for the point of curvature of a curve to the left;

In a northerly direction along said curve, having a radius of 45.00 feet, a central angle of 67 degrees 00 minutes 18 seconds, and a chord which bears North 24 degrees 02 minutes 47 seconds East for a chord distance of 49.68 feet, an arc distance of 52.63 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 09 degrees 27 minutes 21 seconds West, 99.07 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

South 81 degrees 05 minutes 24 seconds West, 29.26 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 85 degrees 50 minutes 57 seconds West, 102.49 feet to the beginning of a non-tangent curve to the right;

In a westerly direction along said curve, having a radius of 2,040.00 feet, a central angle of 27 degrees 48 minutes 56 seconds, and a chord which bears North 81 degrees 47 minutes 08 seconds West for a chord distance of 980.67 feet, an arc distance of 990.37 feet to a set 5/8 inch "Baseline Corp." plastic capped iron rod;

North 67 degrees 52 minutes 40 seconds West, 636.82 feet to the **POINT OF BEGINNING**, containing 4.342 acres (189,132 square feet) of land.

The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.999868562.

This description was prepared in conjunction with a survey made on the ground in May through June of 2017 and a Right-of-Way Map of A. Myers South Drainage Easement prepared by Baseline Corporation with the same date as this description.

Revised January 9, 2018  
September 20, 2017  
By: BASELINE CORPORATION  
TBPLS Firm No. 10030200



Robert L. Davis, RPLS  
Texas Registration No. 4299

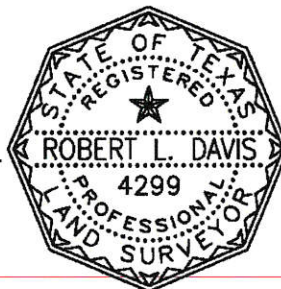


EXHIBIT "B"

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.

**RIGHT OF WAY DEED**

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

THAT, **THE GEORGE FOUNDATION**, a Texas Charitable Trust, created under Indenture dated August 18, 1945, ("Grantor"), acting herein by and through its duly authorized and undersigned Trustees, Stephen J. Ewbank, Thomas C. McNutt, Donald P. Wenzel, James Condrey and Ruthanne Mefford, 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, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL 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, all that certain tract of land, 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 (collectively, the "Property") for construction of a road and appurtenant drainage improvements (the "roadway").

This conveyance of Right of Way is 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").

Grantor excepts and reserves unto itself, its successors and assigns all oil, gas and hydrocarbons located in, on, under or that may be produced from the Property. Grantor, for itself, its successors and assigns, hereby waive and release all rights of ingress, egress and surface use in connection with exploration and development of oil and gas and production and processing of same; however any sub-surface activities by Grantor at any depth less than two hundred feet (200') beneath the surface shall be prohibited.

Grantor further excepts and reserves unto itself, its successors and assigns the right to relocate the roadway, the purpose for which the Property is being granted, at a later date at the sole expense of Grantor, its successors or assigns subject to approval of the route and design of the



relocation by Grantee, not to be unreasonably withheld. Upon approval of such relocation, Grantor, its successors or assigns, and Grantee shall exchange the Property for the additional property necessary to accommodate the relocation by mutual simultaneous conveyances without compensation to Grantor, its successor or assigns, or Grantee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto 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 only to the Permitted Encumbrances.

PROVIDED, HOWEVER, Grantor has agreed to convey the Property to Grantee in reliance of Grantee's commitment to utilize the Property as a public right of way related to improvements to A. Myers Road, and Grantee acknowledges that Grantor would not have conveyed the Property to Grantee but for such commitment by Grantee. Therefore, in the event the Property is no longer needed for public right of way purposes, Grantor shall have a right of re-entry and reversionary right to the Property.

PROVIDED FURTHER, HOWEVER, Grantee has agreed to maintain the road and adjoining drainage improvements and to construction a fence along both sides of the roadway to prevent trespassing and illegal dumping on Owner's adjoining property with adequate gates for existing cross-access points.

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE GEORGE FOUNDATION, a Texas charitable trust

By: \_\_\_\_\_  
STEPHEN J. EWBANK, Trustee

By: \_\_\_\_\_  
THOMAS C. MCNUTT, Trustee

By: \_\_\_\_\_  
DONALD P. WENZEL Trustee

By: \_\_\_\_\_  
JAMES CONDREY, Trustee

By: \_\_\_\_\_  
RUTHANNE MEFFORD, Trustee

THE STATE OF TEXAS   §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by STEPHEN J. EWBANK, THOMAS C. MCNUTT, DONALD P. WENZEL, JAMES CONDREY, and RUTHANNE MEFFORD, as a majority of the Trustees of THE GEORGE FOUNDATION, a Texas Charitable Trust.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

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