

ACCESS EASEMENT AND CONSENT TO ENCROACH

This Access Easement and Consent to Encroach ("Declaration") is executed as of 9
June, 2020 by Huntington CR Partners, Ltd., a Texas limited partnership ("Declarant") as follows.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

- 1. Covenant Running with the Land.** Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.
- 2. Declarant's Property.** Declarant is the fee owner of that certain tract or parcel of land more fully described on Exhibit A (the "Property").
- 3. Access Easement.** Declarant hereby grants to the Fort Bend County Drainage District ("District"), and its employees, agents or representatives, a perpetual and non-exclusive easement, right, and privilege of passage and use, both pedestrian and vehicular, for ingress and egress over, across and along that portion of Property described on Exhibit B attached hereto (the "Access Easement"). Declarant binds itself and its successors and assigns to warrant and forever defend the title to the Access Easement in the District and the District's successors and assigns against every person lawfully claiming or to claim the same.
- 4. Successors and Assigns Bound.** Declarant hereby agrees and acknowledges that the provisions of this Declaration shall be binding upon the Declarant, its successors and assigns and upon any future owners of the Property. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.
- 5. Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third party beneficiary rights in any person, except as expressly stated herein.
- 6. Enforcement.** If any person, persons, corporation or entity of any other type shall violate or attempt to violate this Declaration, it shall be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. The failure at any time to enforce this Declaration by

the District or its successors whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so in the future.

7. **Entire Agreement.** This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against Declarant.
8. **Notices.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice shall be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.
9. **Governing Law; Performance.** This Declaration and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Declaration is performable only in Fort Bend County, Texas.
10. **Amendment.** This Declaration may not be amended or abrogated in part or whole, without the express written consent of the District.
11. **Rights of Mortgagees, Trustees or Lienholders.** No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgagee, trustee or lienholder under any such mortgage or deed of trust.
12. **Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
13. **Titles.** The titles of sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of the term or provision contained in this Declaration.
14. **Recording of Agreement.** This Declaration shall be recorded in the Official Public Records of Fort Bend County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.
15. **Consent to Encroach.** The District hereby acknowledges and consents to the construction of a parking lot structure, concrete or asphalt driveway for vehicular traffic and fencing (the "Project Amenities"), over and across the Easement Tract and authorizes the construction of the Project Amenities over and across the Easement Tract pursuant to the following terms of this Declaration:
 - A. The construction, installation and maintenance of the Project Amenities shall be done at the sole cost and expense of the Declarant. Nothing herein is intended, nor shall it be deemed or construed as, to make the District in any way responsible for the construction of or costs associated in designing, constructing or maintaining the Project Amenities.

- B. Prior to and during District's maintenance or construction of Sims Bayou Lateral VIII-B-4, Declarant must:
- I. Remove the Project Amenities within the Access Easement that obstruct access to Sims Bayou Lateral VIII-B-4 and replace the fence line;
 - II. Notify residents of the apartment complex to move their vehicles parked within the Access Easement; and
 - III. Place cones or barricades to prevent residents or visitors to park within the Access Easement during such maintenance or construction.
- C. Should Declarant fail to perform the above-mentioned actions within ten (10) calendar days of receipt of District's written notice of the maintenance or construction of Sims Bayou Lateral VIII-B-4, the District shall have the right to:
- I. Remove Project Amenities within the Access Easement that obstruct access to Sims Bayou Lateral VIII-B-4;
 - II. Notify residents of the apartment complex to move their vehicles parked within the Access Easement; and
 - III. Place cones or barricades to prevent residents or visitors to park within the Access Easement during such maintenance or construction.
- D. The District will not be responsible for damages to the fence line, Project Amenities, and parked vehicles within the Access Easement. Vehicles remaining within the Access Easement or the existing easement underlying the maintenance berm of Sims Bayou Lateral VIII-B-4 after District's notice will be towed at the vehicle owner's expense.


Signature Pages Follow

DECLARANT

HUNTINGTON CR PARTNERS, LTD.,
A Texas limited partnership

By: CR HUNTINGTON GENERAL LLC,
A Texas limited liability company
Its General Partner

By: MGroup Holdings, Inc.
A Texas corporation

By: 


Mark Musemeche, Vice President

STATE OF TEXAS

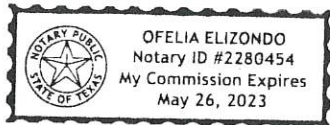
COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Mark Musemeche, Vice President of MGroup Holdings, Inc., a Texas corporation, the sole member of CR Huntington General LLC, a Texas limited liability company, the general partner of Huntington CR Partners, Ltd., known or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of Huntington CR Partners, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of June, 2020.



Notary Public in and for the State of Texas



My commission expires: 5-26-2023

AGREED AND ACCEPTED:

DISTRICT:

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
KP George, County Judge

STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared KP George, County Judge and member of the Board of Directors of the Fort Bend County Drainage District, known or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of the Fort Bend County Drainage District for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for the State of Texas

My commission expires: _____

KALUZA INC

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 | Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

June 2, 2020

0.105 acre easement - width varies

(Restricted Reserve "C" – Huntington CR Partners, Ltd.)

A FIELD NOTE DESCRIPTION of 0.105 acre of Land (4,572 square feet) being an easement (width varies) over and across the Westerly portion of **Restricted Reserve "C" of Reserves at Court and Chimney Rock** (Fort Bend County Plat No. 20200100) being in the J. Poitevent Survey, Abstract No. 305, City of Houston, Fort Bend County, Texas.

BEGINNING at a point for the Southwest corner of said Reserve "C"; Said point being the Northwest corner of Unrestricted Restricted Reserve "A" of Saint Thomas CSI Church of Greater Houston (Fort Bend County Plat No. 20160223), bears East – 14 feet from the Easterly top bank of an existing drainage ditch (110 foot drainage easement – call 6.3343 acres, Volume 604, Page 582; Deed Records of Fort Bend County, Texas); Said beginning corner being the Southwest corner of this 0.105 acre easement tract;

THENCE; North 3 degrees, 1 minute, 49 seconds West – 326.56 feet (reference bearing; Fort Bend County Plat No. 20200100) along the West line of said Reserve "C" to a point for the Northwest corner of this easement tract; Said corner being the Northwest corner of said Reserve "C" and being the Southwest corner of Restricted Reserve "B" of said Reserves at Court and Chimney Rock; Said corner bears East – 18 feet from the Easterly top bank of said existing drainage ditch;

THENCE; North 86 degrees, 53 minutes, 9 seconds East – 12.00 feet along the North line of said Reserve "C" with the South line of said Reserve "B" to a point for the Northeast corner of this easement tract;

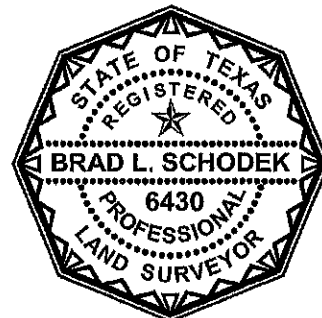
THENCE; South 3 degrees, 43 minutes, 55 seconds East – 326.58 feet crossing said Reserve "C" along a line being generally 30 feet perpendicular distance Easterly of and parallel to the Easterly top bank of said existing drainage ditch to a point for the Southeast corner of this easement tract;

THENCE; South 86 degrees, 53 minutes, 9 seconds West – 16.00 feet along the South line of said Reserve "C" with the North line of said Reserve "A" to the **PLACE OF BEGINNING** and containing 0.105 acre of Land.



Brad L. Schodek, R.P.L.S. No. 6430

This description prepared in conjunction with survey exhibit by this office of even date.



LINE	DISTANCE	BEARING
L2	12.00'	N 86°53'09" E
L3	16.00'	S 86°53'09" W

EXHIBIT SHOWING 0.105 ACRE OF LAND (4,572 SQUARE FEET) BEING AN EASEMENT (WIDTH VARIES) OVER AND ACROSS THE WESTERLY PORTION OF RESTRICTED RESERVE "C" OF RESERVES AT COURT AND CHIMNEY ROCK (F.B.C.P. No. 20200100) BEING IN THE J. POITEVENT SURVEY, ABSTRACT No. 305, CITY OF HOUSTON, FORT BEND COUNTY, TEXAS.

PREPARED BY:
KALUZA INC.
 CONSULTING ENGINEERS AND SURVEYORS
 TEXAS LICENSED SURVEYING FIRM No. 10010000
 3014 AVENUE I
 ROSENBERG, TEXAS 77471
 (281) 341-0808
 bschodek@kaluzainc.com

RESTRICTED RESERVE "B"
 CALL 4.002 ACRES
 RESERVES AT COURT
 AND CHIMNEY ROCK
 (F.B.C.P. No. 20200100)
 TRAMONTI HOUSTON PARTNERS, LTD.
 (F.B.C.C.F. No. 2020023260)

0 120'
 SCALE 1" = 120'



PROPOSED EASEMENT
 (WIDTH VARIES;
 BY SEPARATE INSTRUMENT)

**0.105 ACRE EASEMENT
 (WIDTH VARIES)**

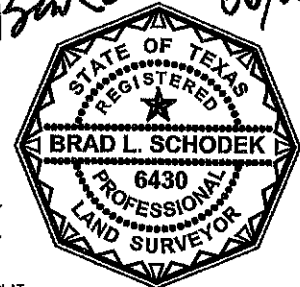
**RESTRICTED RESERVE "C"
 CALL 3.321 ACRES
 RESERVES AT COURT
 AND CHIMNEY ROCK
 (F.B.C.P. No. 20200100)
 HUNTINGTON CR PARTNERS, LTD
 (F.B.C.C.F. No. 2020023259)**

RESTRICTED RESERVE "A"
 FORT BEND ISD SCHOOL
 WILLOWRIDGE HIGH SCHOOL
 (F.B.C.P. No. 20170259)
CHIMNEY ROCK ROAD
 (VOL. 619, PG. 39; D.R.)

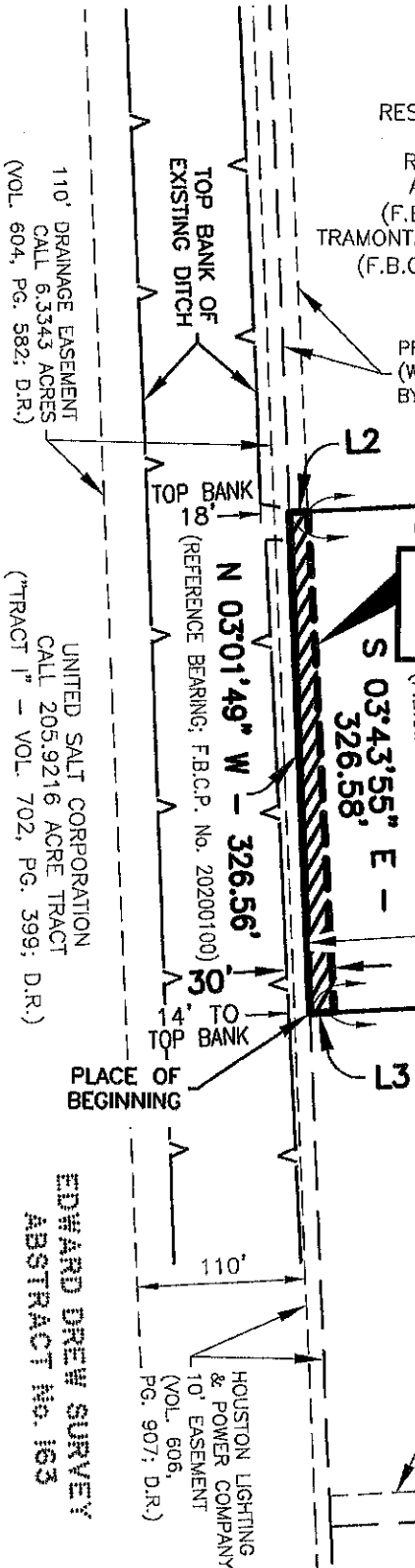
UNRESTRICTED RESERVE "A"
 SAINT THOMAS CSI CHURCH
 OF GREATER HOUSTON
 (F.B.C.P. No. 20160223)

20' DRAINAGE EASEMENT
 (VOL. 681, PG. 287; D.R.)
 (VOL. 788, PG. 460; D.R.)

- LEGEND:
- R.O.W. - RIGHT-OF-WAY
 - VOL - VOLUME
 - PG. - PAGE
 - D.R. - DEED RECORDS OF FORT BEND COUNTY
 - P.R. - PLAT RECORDS OF FORT BEND COUNTY
 - F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
 - F.B.C.P. - FORT BEND COUNTY PLAT



CITY OF HOUSTON
 J. POITEVENT SURVEY
 ABSTRACT No. 305
Brad Schodek 06/02/20



EDWARD DREW SURVEY
 ABSTRACT No. 163

PLACE OF BEGINNING

HOUSTON LIGHTING
 & POWER COMPANY
 10' EASEMENT
 (VOL. 606,
 PG. 907; D.R.)

110' DRAINAGE EASEMENT
 CALL 6.3343 ACRES
 (VOL. 604, PG. 582; D.R.)

UNITED SALT CORPORATION
 CALL 205,9216 ACRE TRACT
 (TRACT 1" - VOL. 702, PG. 399; D.R.)