

**ABANDONMENT OF DRAINAGE EASEMENTS**

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

WHEREAS, the FORT BEND COUNTY DRAINAGE DISTRICT, (the “District”) obtained those certain drainage easements over, under and across real properties situated in Fort Bend County, Texas, as such easements are described in the attached Exhibit “A”; and

WHEREAS, the District has determined that the above-described easements are no longer necessary for accomplishing any of the purposes of the District since an alternative drainage channel has been constructed within additional easements dedicated to the District, and desires to abandon and relinquish all of its rights, titles, and interests in and to the above-described easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby release, relinquish and forever abandon any and all of its rights, titles and interests in and to the foregoing easements, over, under and across the above-mentioned properties, which easements shall terminate as of the date hereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FORT BEND COUNTY DRAINAGE DISTRICT**

\_\_\_\_\_  
KP George, County Judge

STATE OF TEXAS                                    §  
  §  
COUNTY OF FORT BEND                        §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by KP George, County Judge, for and on behalf of the Fort Bend County Drainage District.

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

# EXHIBIT A

1. Drainage Easement (35.361 Acre Tract) granted by Fort Bend County Municipal Utility District No. 182 to Fort Bend County Drainage District by instrument filed for record under Fort Bend County Clerk's File Number 2015058452 on June 1, 2015.
2. Drainage Easement (1.261 Acre Tract) granted by Fort Bend County Municipal Utility District No. 182 to Fort Bend County Drainage District by instrument filed for record under Fort Bend County Clerk's File Number 2015058453 on June 1, 2015.
3. Drainage Easement (9.633 Acre Tract) granted by Fort Bend County Municipal Utility District No. 182 to Fort Bend County Drainage District by instrument filed for record under Fort Bend County Clerk's File Number 2015058454 on June 1, 2015.
4. Drainage Easement (0.841 Acre Tract) granted by D.R. Horton-Texas, Ltd. to Fort Bend County Drainage District by instrument filed for record under Fort Bend County Clerk's File Number 2017898828 on August 10, 2017.



**DRAINAGE EASEMENT**

(35.361 Acre Tract)

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

That **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182**, a conservation and reclamation district and a body politic organized and existing under the laws of the State of Texas (the "Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain tract of land described on Exhibit "A" attached hereto (the "Easement Property").

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns, expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size located outside the Maintenance Berm (defined below), benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or ability to access or travel through the Maintenance Berm, defined below, with maintenance equipment. Accordingly, Grantee shall not utilize the Easement Property, or any other property or easements owned or operated by Grantee, in a manner that would

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CCM *5/26/15* # *D4*  
Fort Bend County Clerk  
Return Admin Serv Coord

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FBC DRAINAGE DIST.

unreasonably interfere with the Grantor's Facilities that are currently or hereafter installed by Grantor in the Easement Property or Grantor's use of same. Prior to Grantor, or its successors or assigns, hereafter constructing any of Grantor's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity (ies).

Grantor shall, at its sole cost, be responsible to cause the maintenance and operation of the Grantor's Facilities. Grantee understands and agrees that the grasses within the Easement Property that Grantor will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that Grantor has failed to adequately maintain the Grantor's Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give Grantor written notice of its intent to perform same and identify the area(s) where Grantor has failed to adequately maintain, and (ii) give Grantor an opportunity of at least a 60 days to cure Grantor's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide Grantor with as much notice as is reasonably practicable to allow Grantor an opportunity to cure. Grantee shall invoice Grantor for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph, which invoice will be due and payable by Grantor within 60 calendar days of receipt.

Except if necessary for Grantee to perform maintenance, repair, modifications or work allowed pursuant to the preceding paragraph, Grantee's access and travel along and through the Easement Property with maintenance equipment shall be limited to solely along and through an unobstructed maintenance berm at least 30 feet wide located on each side of the Channel (collectively, the "Maintenance Berm").

Prior to constructing, or allowing construction of, facilities or improvements in the Easement Property, Grantee shall give Grantor at least 90 days written notice. If pursuant to the preceding sentence, Grantee hereafter installs, or allows installation of, any facilities or improvements within the Easement Property, then Grantee (and not Grantor) shall be responsible for maintenance and repair of such facilities or improvements.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable

against the Easement Property. Grantor reserves the right to convey to others the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

Grantee currently owns and/or possesses the right to utilize those certain rights of way and easements for drainage canals and other facilities upon, over, through and across those certain tracts of land described in that certain instrument granted by D.R. Horton-Texas, Ltd. to Grantee, recorded under Clerk's File No. 2013130493, of the Official Public Records of Fort Bend County, Texas. (Such instrument is referred to herein as the "Original Easement"). Within 30 days after Grantee's execution of this Drainage Easement, Grantee will execute and record a written abandonment of the portion of the Original Easement that is located within the Easement Property.

**TO HAVE AND HOLD** perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee, Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

ACCEPTED this 26 day of May, 2015.

GRANTEE:

FORT BEND COUNTY DRAINAGE DISTRICT

By: [Signature]

Name: Robert E. Hebert

Its: County Judge, chairman

THE STATE OF Texas

COUNTY OF Fort Bend

§  
§  
§

This instrument was acknowledged before me on this 26<sup>th</sup> day of May, 2015, by Robert Hebert chairman of Fort Bend County Drainage District, on behalf of said political subdivision.



(SEAL)

[Signature]

Notary Public in and for  
the State of Texas

Luisa M. Bowers

Name printed or typed  
Commission Expires: 9-7-2016

IN WITNESS WHEREOF, this instrument is executed this 5<sup>th</sup> day of MAY, 2015.

GRANTOR:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182

By: [Signature]

Name: STEDMAN GRIGSBY

Its: PRESIDENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

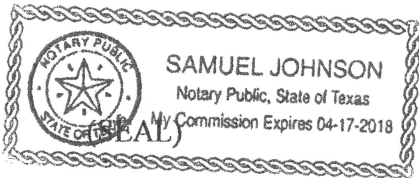
§

This instrument was acknowledged before me on this 5<sup>th</sup> day of MAY, 2015, by STEDMAN GRIGSBY, PRESIDENT of Fort Bend County Municipal Utility District No. 182, on behalf of said political subdivision.

[Signature]

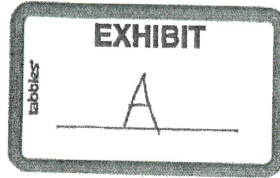
Notary Public in and for the State of TEXAS

SAMUEL JOHNSON



Name printed or typed

Commission Expires: 04/17/18



December 18, 2014  
Job No. 1931-1403

DESCRIPTION OF  
35.361 ACRES  
DRAINAGE EASEMENT

Being 35.361 acres of land located in the Micajah Autrey Survey, Abstract 100, and the A.G. Sharpless Survey, Abstract 322, Fort Bend County, Texas, more particularly being a portion of the residue of that certain called 631.26 acre tract conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), and a portion of that certain called 30.53 acre tract (described as Tract III) conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056, said 35.361 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the southeasterly corner of the aforementioned 631.26 acre tract, said point also being in the north line of that certain called 2,214.27 acre tract conveyed to S.G. Partners, L.P. by an instrument of record in File Number 2010006543, F.B.C.O.P.R.;

Thence, South  $87^{\circ} 28' 47''$  West, along the common line of said 631.26 acre tract and said 2,214.27 acre tract, 81.87 feet to a point for corner;

Thence, North  $67^{\circ} 41' 23''$  West, departing said common line, 223.52 feet to a point for corner;

Thence, North  $22^{\circ} 18' 37''$  East, 83.82 feet to a point for corner, the beginning of a curve;

Thence, 77.49 feet along the arc of a non-tangent curve to the left, having a radius of 57.00 feet, a central angle of  $77^{\circ} 53' 41''$ , and a chord which bears North  $35^{\circ} 20' 55''$  West, 71.66 feet to a point for corner;

35.361 Acres

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Thence, North  $67^{\circ} 41' 27''$  West, 694.41 feet to a point for corner, the beginning of a curve;

Thence, 47.42 feet along the arc of a non-tangent curve to the left, having a radius of 64.71 feet, a central angle of  $41^{\circ} 59' 08''$ , and a chord which bears South  $80^{\circ} 25' 15''$  West, 46.37 feet to a point for corner, the beginning of a curve;

Thence, 201.59 feet along the arc of a non-tangent curve to the right, having a radius of 167.23 feet, a central angle of  $69^{\circ} 04' 08''$ , and a chord which bears South  $86^{\circ} 17' 44''$  West, 189.61 feet to a point for corner;

Thence, South  $22^{\circ} 18' 37''$  West, 14.48 feet to a point for corner;

Thence, North  $67^{\circ} 41' 23''$  West, 1,719.18 feet to a point for corner;

Thence, North  $22^{\circ} 18' 37''$  East, 15.96 feet to a point for corner, the beginning of a curve;

Thence, 198.25 feet along the arc of a non-tangent curve to the right, having a radius of 99.00 feet, a central angle of  $114^{\circ} 44' 21''$ , and a chord which bears North  $17^{\circ} 14' 16''$  West, 166.75 feet to a point for corner, the beginning of a reverse curve;

Thence, 22.60 feet along the arc of a tangent curve to the left, having a radius of 10.00 feet, a central angle of  $129^{\circ} 28' 17''$ , and a chord which bears North  $24^{\circ} 36' 14''$  West, 18.09 feet to a point for corner;

Thence, North  $43^{\circ} 08' 41''$  East, 157.28 feet to a point for corner, the beginning of a curve;

Thence, 9.59 feet along the arc of a non-tangent curve to the left, having a radius of 10.00 feet, a central angle of  $54^{\circ} 57' 30''$ , and a chord which bears North  $62^{\circ} 20' 34''$  East, 9.23 feet to a point for corner, the beginning of a reverse curve;

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Thence, 125.60 feet along the arc of a tangent curve to the right, having a radius of 201.54 feet, a central angle of  $35^{\circ} 42' 19''$ , and a chord which bears North  $52^{\circ} 42' 58''$  East, 123.57 feet to a point for corner, the beginning of a curve;

Thence, 128.99 feet along the arc of a non-tangent curve to the left, having a radius of 126.58 feet, a central angle of  $58^{\circ} 23' 20''$ , and a chord which bears North  $50^{\circ} 33' 10''$  East, 123.49 feet to a point for corner, the beginning of a curve;

Thence, 214.66 feet along the arc of a non-tangent curve to the right, having a radius of 83.54 feet, a central angle of  $147^{\circ} 13' 14''$ , and a chord which bears North  $89^{\circ} 12' 18''$  East, 160.30 feet to a point for corner, the beginning of a curve;

Thence, 147.04 feet along the arc of a non-tangent curve to the left, having a radius of 68.39 feet, a central angle of  $123^{\circ} 10' 57''$ , and a chord which bears South  $79^{\circ} 03' 39''$  East, 120.31 feet to a point for corner, the beginning of a curve;

Thence, 124.27 feet along the arc of a non-tangent curve to the right, having a radius of 95.51 feet, a central angle of  $74^{\circ} 32' 42''$ , and a chord which bears North  $79^{\circ} 01' 03''$  East, 115.69 feet to a point for corner, the beginning of a curve;

Thence, 149.27 feet along the arc of a non-tangent curve to the right, having a radius of 377.64 feet, a central angle of  $22^{\circ} 38' 48''$ , and a chord which bears South  $43^{\circ} 13' 11''$  East, 148.30 feet to a point for corner, the beginning of a curve;

Thence, 313.66 feet along the arc of a non-tangent curve to the left, having a radius of 476.00 feet, a central angle of  $37^{\circ} 45' 18''$ , and a chord which bears South  $50^{\circ} 07' 47''$  East, 308.01 feet to a point for corner, the beginning of a curve;

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Thence, 81.50 feet along the arc of a non-tangent curve to the right, having a radius of 1046.86 feet, a central angle of  $04^{\circ} 27' 38''$ , and a chord which bears South  $66^{\circ} 39' 58''$  East, 81.48 feet to a point for corner, the beginning of a curve;

Thence, 43.67 feet along the arc of a non-tangent curve to the left, having a radius of 30.00 feet, a central angle of  $83^{\circ} 24' 10''$ , and a chord which bears North  $74^{\circ} 13' 26''$  East, 39.91 feet to a point for corner;

Thence, South  $57^{\circ} 27' 54''$  East, 146.77 feet to a point for corner;

Thence, South  $64^{\circ} 09' 59''$  East, 84.63 feet to a point for corner;

Thence, South  $23^{\circ} 43' 03''$  West, 51.76 feet to a point for corner;

Thence, South  $03^{\circ} 50' 02''$  West, 67.21 feet to a point for corner;

Thence, South  $16^{\circ} 02' 59''$  East, 51.76 feet to a point for corner;

Thence, South  $35^{\circ} 56' 00''$  East, 67.21 feet to a point for corner;

Thence, South  $55^{\circ} 49' 01''$  East, 45.88 feet to a point for corner;

Thence, South  $75^{\circ} 42' 02''$  East, 78.27 feet to a point for corner;

Thence, North  $84^{\circ} 25' 35''$  East, 86.07 feet to a point for corner;

Thence, North  $88^{\circ} 47' 30''$  East, 58.96 feet to a point for corner;

Thence, North  $83^{\circ} 37' 56''$  East, 58.96 feet to a point for corner;

Thence, North  $78^{\circ} 28' 22''$  East, 58.96 feet to a point for corner;

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Thence, North  $73^{\circ} 18' 49''$  East, 58.96 feet to a point for corner;

Thence, North  $68^{\circ} 45' 13''$  East, 151.01 feet to a point for corner;

Thence, North  $84^{\circ} 23' 20''$  East, 96.49 feet to a point for corner;

Thence, North  $83^{\circ} 47' 43''$  East, 101.55 feet to a point for corner;

Thence, South  $27^{\circ} 40' 30''$  East, 142.40 feet to a point for corner;

Thence, South  $44^{\circ} 53' 54''$  East, 45.88 feet to a point for corner;

Thence, South  $64^{\circ} 46' 55''$  East, 67.21 feet to a point for corner;

Thence, South  $84^{\circ} 39' 56''$  East, 51.76 feet to a point for corner;

Thence, North  $75^{\circ} 27' 03''$  East, 67.21 feet to a point for corner;

Thence, North  $55^{\circ} 34' 02''$  East, 51.76 feet to a point for corner;

Thence, South  $25^{\circ} 11' 17''$  East, 5.08 feet to a point for corner, the beginning of a curve;

Thence, 331.06 feet along the arc of a non-tangent curve to the right, having a radius of 172.01 feet, a central angle of  $110^{\circ} 16' 33''$ , and a chord which bears South  $60^{\circ} 03' 00''$  East, 282.27 feet to a point for corner, the beginning of a curve;

Thence, 55.26 feet along the arc of a non-tangent curve to the left, having a radius of 225.20 feet, a central angle of  $14^{\circ} 03' 37''$ , and a chord which bears South  $01^{\circ} 13' 01''$  West, 55.12 feet to a point for corner, the beginning of a reverse curve;

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Thence, 72.91 feet along the arc of a tangent curve to the right, having a radius of 124.80 feet, a central angle of  $33^{\circ} 28' 28''$ , and a chord which bears South  $10^{\circ} 55' 27''$  West, 71.88 feet to a point for corner, the beginning of a reverse curve;

Thence, 106.34 feet along the arc of a tangent curve to the left, having a radius of 125.20 feet, a central angle of  $48^{\circ} 39' 59''$ , and a chord which bears South  $03^{\circ} 19' 41''$  West, 103.18 feet to a point for corner, the beginning of a reverse curve;

Thence, 50.87 feet along the arc of a tangent curve to the right, having a radius of 124.80 feet, a central angle of  $23^{\circ} 21' 18''$ , and a chord which bears South  $09^{\circ} 19' 39''$  East, 50.52 feet to a point for corner, the beginning of a reverse curve;

Thence, 89.96 feet along the arc of a tangent curve to the left, having a radius of 75.20 feet, a central angle of  $68^{\circ} 32' 22''$ , and a chord which bears South  $31^{\circ} 55' 10''$  East, 84.69 feet to a point for corner, the beginning of a reverse curve;

Thence, 59.58 feet along the arc of a tangent curve to the right, having a radius of 374.80 feet, a central angle of  $09^{\circ} 06' 32''$ , and a chord which bears South  $61^{\circ} 38' 06''$  East, 59.52 feet to a point for corner, the beginning of a reverse curve;

Thence, 133.15 feet along the arc of a tangent curve to the left, having a radius of 125.20 feet, a central angle of  $60^{\circ} 56' 07''$ , and a chord which bears South  $87^{\circ} 32' 53''$  East, 126.97 feet to a point for corner, the beginning of a reverse curve;

Thence, 264.65 feet along the arc of a tangent curve to the right, having a radius of 94.80 feet, a central angle of  $159^{\circ} 56' 59''$ , and a chord which bears South  $38^{\circ} 02' 27''$  East, 186.71 feet to a point for corner, the beginning of a compound curve;

Thence, 70.42 feet along the arc of a tangent curve to the right, having a radius of 174.80 feet, a central angle of  $23^{\circ} 04' 58''$ , and a chord which bears South  $53^{\circ} 28' 32''$  West, 69.95 feet to a point for corner, the beginning of a reverse curve;

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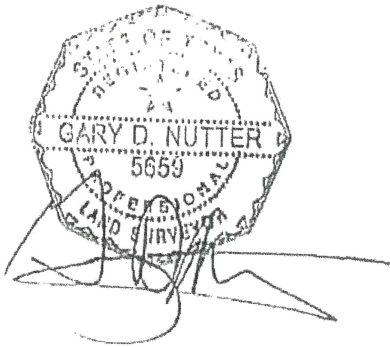
Thence, 18.21 feet along the arc of a tangent curve to the left, having a radius of 75.20 feet, a central angle of  $13^{\circ} 52' 31''$ , and a chord which bears South  $58^{\circ} 04' 46''$  West, 18.17 feet to a point for corner, the beginning of a curve;

Thence, 5.62 feet along the arc of a non-tangent curve to the left, having a radius of 19.91 feet, a central angle of  $16^{\circ} 10' 56''$ , and a chord which bears South  $23^{\circ} 46' 46''$  West, 5.60 feet to a point for corner;

Thence, South  $55^{\circ} 45' 32''$  West, 175.83 feet to the POINT OF BEGINNING and containing 35.361 acres of land.

Corners monuments were not set at the client's request.

LJA Engineering, Inc.



D.R. HORTON - TEXAS, LTD  
RESIDUE OF  
CALLED 631.26 ACRES  
FILE NO. 2013000056  
F.B.C.O.P.R.

40' Wide Access Easement  
Called 3.49 Acres  
File No. 2013000056  
F.B.C.O.P.R.

5' Co. Enment and Access Road  
Called 0.348 Acres  
File No. 2014000054  
F.B.C.O.P.R.

A.G. SHARPLESS SURVEY  
CALLED 30.53 ACRES  
FILE NO. 2013000058  
F.B.C.O.P.R.

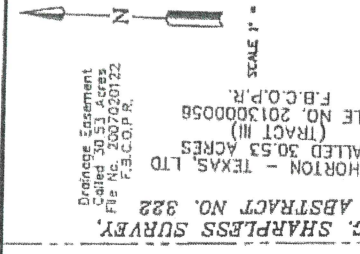
MICAJAH AUTREY SURVEY  
ABSTRACT NO. 100

TAMARRON WASTEWATER  
TREATMENT PLANT SITE NO. 1  
PLAT NO. 20140184  
F.B.C.P.R.

5/8 IRON ROD  
W/CAP STAMPED  
"LJA. ENG."

P.O.B.

Line #	Direction	Length
L1	S87°28'47"W	81.87'
L2	N67°41'23"W	223.52'
L3	N22°18'37"E	83.82'
L4	N67°41'27"W	894.41'
L5	S22°18'37"W	14.48'
L6	N67°41'23"W	1719.18'
L7	N22°18'37"E	15.96'
L8	N43°08'41"E	137.28'
L9	S57°27'54"E	146.77'
L10	S64°09'59"E	84.63'
L11	S23°43'03"W	51.76'
L12	S03°50'02"W	67.21'
L13	S16°02'59"E	51.76'
L14	S35°56'00"E	67.21'
L15	S55°49'01"E	45.88'
L16	S75°42'02"E	78.27'
L17	N04°25'35"E	86.07'
L18	N88°47'30"E	58.91'
L19	N83°37'56"E	58.96'
L20	N78°28'22"E	58.96'
L21	N73°18'49"E	58.96'
L22	N68°45'13"E	151.01'
L23	N84°21'20"E	98.49'
L24	N83°47'43"E	101.55'
L25	S27°40'30"E	142.40'
L26	S44°53'54"E	45.88'
L27	S64°46'55"E	67.21'
L28	S64°39'55"E	51.76'
L29	N75°27'03"E	67.21'
L30	N55°34'02"E	51.76'
L31	S25°11'17"E	5.08'
L32	S55°45'32"W	175.83'



**EXHIBIT OF  
35.361 ACRES  
DRAINAGE EASEMENT  
LOCATED IN THE  
MICAJAH AUTREY SURVEY, A-100  
& THE A.G. SHARPLESS SURVEY, A-322  
FORT BEND COUNTY COUNTY, TEXAS**

DECEMBER 2014 JOB NO. 1931-1403  
**LJA Engineering, Inc.**  
 2929 Briarpark Drive  
 Suite 600  
 Houston, Texas 77062  
 Phone 713.953.5200  
 Fax 713.953.5026  
 T.B.P.L.S. Firm No. 10110501

- NOTE:**
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
  - CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.

Curve #	Length	Radius	Delta	Chord	Dist.
C15	43.67'	30.00'	83°24'10"	N74°13'26"E	39.91'
C16	331.06'	172.01'	110°16'33"	S60°03'00"E	282.27'
C17	55.26'	225.20'	14°03'37"	S01°13'01"W	55.12'
C18	72.91'	124.80'	33°28'28"	S10°55'37"W	71.88'
C19	106.34'	125.20'	48°39'59"	S03°19'41"W	103.18'
C20	50.87'	124.80'	23°21'18"	S09°18'39"E	50.52'
C21	88.96'	75.20'	68°32'22"	S31°55'10"E	84.69'
C22	59.58'	374.80'	9°05'32"	S51°38'06"E	59.52'
C23	133.15'	125.20'	60°56'07"	S87°32'53"E	126.97'
C24	264.85'	94.80'	159°56'59"	S38°02'27"E	186.71'
C25	70.42'	174.80'	23°04'56"	S53°28'32"W	69.95'
C26	18.21'	75.20'	13°52'31"	S58°04'46"W	18.17'
C27	5.62'	19.91'	16°10'56"	S23°46'46"W	5.50'

Curve #	Length	Radius	Delta	Chord	Dist.
C1	77.49'	57.00'	77°53'41"	N35°20'55"W	71.66'
C2	47.42'	64.71'	41°59'08"	S60°25'15"W	46.37'
C3	201.99'	187.23'	88°04'08"	S66°17'44"W	189.61'
C4	188.25'	99.00'	114°44'21"	N17°14'16"W	166.75'
C5	22.60'	10.00'	129°28'17"	N24°36'14"W	18.09'
C6	9.59'	10.00'	54°57'30"	N62°20'34"E	9.23'
C7	125.60'	201.54'	35°42'19"	N52°42'58"E	123.57'
C8	128.99'	126.58'	58°23'20"	N50°33'10"E	123.49'
C9	214.66'	83.94'	147°13'14"	N89°12'18"E	160.30'
C10	147.04'	68.39'	123°10'57"	S79°03'39"E	120.31'
C11	124.27'	95.51'	74°32'42"	N79°01'03"E	115.69'
C12	149.27'	377.64'	22°38'49"	S43°13'11"E	148.30'
C13	313.66'	476.00'	37°45'18"	S50°07'47"E	308.01'
C14	81.50'	1046.85'	4°27'38"	S66°39'58"E	81.48'

Return to:  
FORT BEND COUNTY CLERK  
ADMIN SERV COORD

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk  
Fort Bend County, Texas

June 01, 2015 03:57:33 PM

FEE \$0.00 SRI  
EASEMENT

2015058452



94



**DRAINAGE EASEMENT**  
(1.261 Acre Tract)

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

That **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182**, a conservation and reclamation district and a body politic organized and existing under the laws of the State of Texas (the "Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain tract of land described on Exhibit "A" attached hereto (the "Easement Property").

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns, expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size located outside the Maintenance Berm (defined below), benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or ability to access or travel through the Maintenance Berm, defined below, with maintenance equipment. Accordingly, Grantee shall not utilize the Easement Property, or any other property or easements owned or operated by Grantee, in a manner that would

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MAY 06 2015

FBC DRAINAGE DIST.

CCM 5/26/15 #05  
Fort Bend County Clerk  
Return Admin Serv Coord

unreasonably interfere with the Grantor's Facilities that are currently or hereafter installed by Grantor in the Easement Property or Grantor's use of same. Prior to Grantor, or its successors or assigns, hereafter constructing any of Grantor's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity (ies).

Grantor shall, at its sole cost, be responsible to cause the maintenance and operation of the Grantor's Facilities. Grantee understands and agrees that the grasses within the Easement Property that Grantor will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that Grantor has failed to adequately maintain the Grantor's Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give Grantor written notice of its intent to perform same and identify the area(s) where Grantor has failed to adequately maintain, and (ii) give Grantor an opportunity of at least a 60 days to cure Grantor's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide Grantor with as much notice as is reasonably practicable to allow Grantor an opportunity to cure. Grantee shall invoice Grantor for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph, which invoice will be due and payable by Grantor within 60 calendar days of receipt.

Except if necessary for Grantee to perform maintenance, repair, modifications or work allowed pursuant to the preceding paragraph, Grantee's access and travel along and through the Easement Property with maintenance equipment shall be limited to solely along and through an unobstructed maintenance berm at least 30 feet wide located on each side of the Channel (collectively, the "Maintenance Berm").

Prior to constructing, or allowing construction of, facilities or improvements in the Easement Property, Grantee shall give Grantor at least 90 days written notice. If pursuant to the preceding sentence, Grantee hereafter installs, or allows installation of, any facilities or improvements within the Easement Property, then Grantee (and not Grantor) shall be responsible for maintenance and repair of such facilities or improvements.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable

against the Easement Property. Grantor reserves the right to convey to others the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

Grantee currently owns and/or possesses the right to utilize those certain rights of way and easements for drainage canals and other facilities upon, over, through and across those certain tracts of land described in that certain instrument granted by D.R. Horton-Texas, Ltd. to Grantee, recorded under Clerk's File No. 2013130493, of the Official Public Records of Fort Bend County, Texas. (Such instrument is referred to herein as the "Original Easement"). Within 30 days after Grantee's execution of this Drainage Easement, Grantee will execute and record a written abandonment of the portion of the Original Easement that is located within the Easement Property.

**TO HAVE AND HOLD** perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee. Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

ACCEPTED this 26 day of May, 2015.

GRANTEE:

FORT BEND COUNTY DRAINAGE DISTRICT

By: Robert Hebert

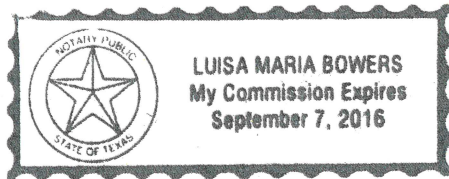
Name: Robert E. Hebert

Its: County Judge, Chairman

THE STATE OF Texas  
COUNTY OF Fort Bend

§  
§  
§

This instrument was acknowledged before me on this 26<sup>th</sup> day of May, 2015, by Robert Hebert, Chairman of Fort Bend County Drainage District, on behalf of said political subdivision.



(SEAL)

Luisa M. Bowers

Notary Public in and for  
the State of Texas

Luisa M. Bowers

Name printed or typed  
Commission Expires: 9-7-2016

IN WITNESS WHEREOF, this instrument is executed this 5<sup>th</sup> day of MAY, 2015.

GRANTOR:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182

By: [Signature]

Name: STEDMAN GRIGSBY

Its: PRESIDENT

THE STATE OF TEXAS  
COUNTY OF HARRIS

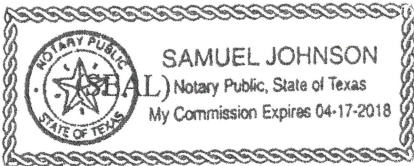
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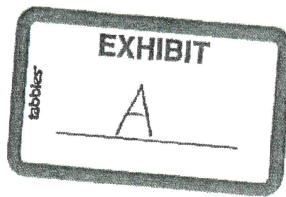
This instrument was acknowledged before me on this 5<sup>th</sup> day of MAY, 2015, by STEDMAN GRIGSBY, PRESIDENT of Fort Bend County Municipal Utility District No. 182, on behalf of said political subdivision.

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

SAMUEL JOHNSON

Name printed or typed  
Commission Expires: 04/17/18





January 9, 2015  
Job No. 1931-1403

DESCRIPTION OF  
1.261 ACRES  
DRAINAGE EASEMENT

Being 1.261 acres of land located in the Mlcajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of the residue of that certain called 631.26 acre tract conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 1.261 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 5/8-inch Iron rod with cap stamped "LJA ENG" previously set marking the southeasterly corner of the aforementioned 631.26 acre tract, said point also being in the north line of that certain called 2,214.27 acre tract conveyed to S.G. Partners, L.P. by an instrument of record in File Number 2010006543, F.B.C.O.P.R.;

Thence, South 87° 28' 47" West, along the common line of said 631.26 acre tract and said 2,214.27 acre tract, 81.87 feet to a point;

Thence, North 67° 41' 23" West, departing said common line, 2,907.42 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North 67° 41' 23" West, 340.09 feet to a point for corner;

Thence, North 50° 55' 37" East, 306.98 feet to a point for corner, the beginning of a curve;

Thence, 24.62 feet along the arc of a non-tangent curve to the left, having a radius of 10.00 feet, a central angle of 141° 04' 26", and a chord which bears South 19° 38' 28" East, 18.86 feet to a point for corner;

Thence, North 89° 49' 19" East, 99.06 feet to a point for corner;

1.261 Acres

January 9, 2015  
Job No. 1931-1403

Thence, North  $50^{\circ} 55' 29''$  East, 325.81 feet to a point for corner;

Thence, South  $39^{\circ} 04' 42''$  East, 6.82 feet to a point for corner, the beginning of a curve; non-

Thence, 51.51 feet along the arc of a tangent curve to the left, having a radius of 83.54 feet, a central angle of  $35^{\circ} 19' 37''$ , and a chord which bears South  $33^{\circ} 15' 29''$  West, 50.70 feet to a point for corner, the beginning of a curve;

Thence, 128.99 feet along the arc of a non-tangent curve to the right, having a radius of 126.58 feet, a central angle of  $58^{\circ} 23' 20''$ , and a chord which bears South  $50^{\circ} 33' 10''$  West, 123.49 feet to a point for corner, the beginning of a curve;

Thence, 125.60 feet along the arc of a non-tangent curve to the left, having a radius of 201.54 feet, a central angle of  $35^{\circ} 42' 19''$ , and a chord which bears South  $52^{\circ} 42' 58''$  West, 123.57 feet to a point for corner, the beginning of a curve;

Thence, 9.52 feet along the arc of a non-tangent curve to the right, having a radius of 11.02 feet, a central angle of  $49^{\circ} 30' 56''$ , and a chord which bears South  $62^{\circ} 20' 34''$  West, 9.23 feet to a point for corner;

Thence, South  $43^{\circ} 08' 41''$  West, 157.28 feet to a point for corner, the beginning of a curve;

Thence, 22.60 feet along the arc of a non-tangent curve to the right, having a radius of 10.00 feet, a central angle of  $129^{\circ} 28' 17''$ , and a chord which bears South  $24^{\circ} 36' 14''$  East, 18.09 feet to a point for corner, the beginning of a reverse curve;

Thence, 198.25 feet along the arc of a tangent curve to the left, having a radius of 99.00 feet, a central angle of  $114^{\circ} 44' 21''$ , and a chord which bears South  $17^{\circ} 14' 16''$  East, 166.75 feet to a point for corner; non-tangent

1.261 Acres

January 9, 2015  
Job No. 1931-1403

Thence, South 22° 18' 37" West, 15.96 feet to the POINT OF BEGINNING and containing 1.261 acres of land.

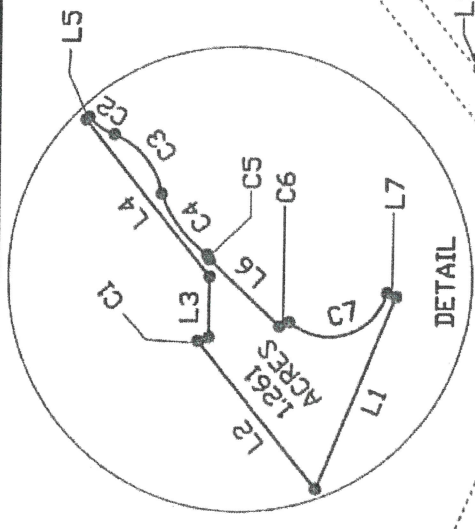
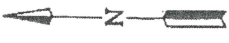
Corners monuments were not set at the client's request.

LJA Engineering, Inc.

Drill Site No. 2  
 (1.06 Acres)  
 Vol. 1354, Pgs. 82  
 F.B.C.D.R.

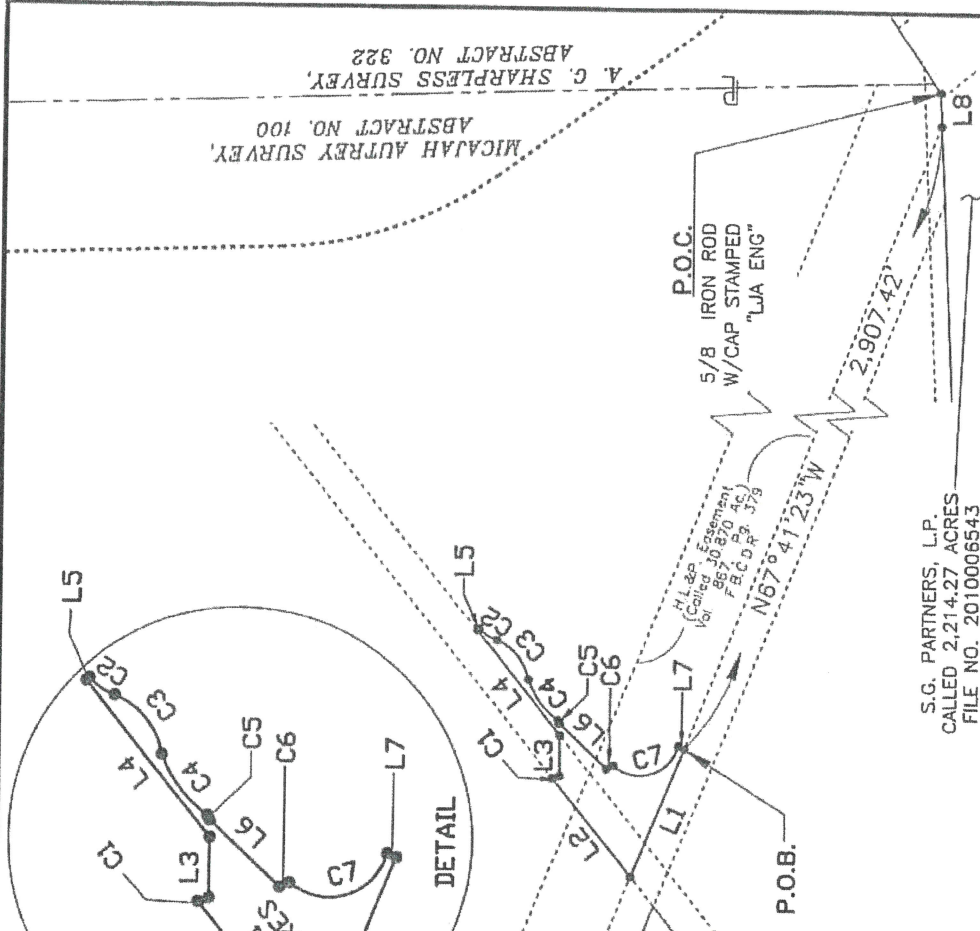
D.R. HORTON - TEXAS, LTD  
 RESIDUE OF  
 CALLED 631.26 ACRES  
 FILE NO. 2013000056  
 F.B.C.O.P.R.

SCALE 1" = 400'



Line Table		
Line #	Direction	Length
L1	N67°41'23"W	340.09'
L2	N50°55'37"E	306.98'
L3	N89°49'19"E	99.06'
L4	N50°55'29"E	325.81'
L5	S39°04'42"E	6.82'
L6	S43°08'41"W	157.28'
L7	S22°18'37"W	15.96'
L8	S87°28'47"W	81.87'

Curve Table						
Curve #	Length	Radius	Delta	CHORD	DIST.	
C1	24.62'	10.00'	141°04'26"	S19°38'28"E	18.86'	
C2	51.51'	83.54'	35°19'37"	S33°15'29"W	50.70'	
C3	128.99'	126.58'	58°23'20"	S50°33'10"W	123.49'	
C4	125.60'	201.54'	35°42'19"	S52°42'58"W	123.57'	
C5	9.52'	11.02'	49°30'56"	S62°20'34"W	9.23'	
C6	22.60'	10.00'	129°28'17"	S24°36'14"E	18.09'	
C7	198.25'	99.00'	114°44'21"	S17°14'16"E	166.75'	



S.G. PARTNERS, L.P.  
 CALLED 2,214.27 ACRES  
 FILE NO. 2010006543  
 F.B.C.O.P.R.

**EXHIBIT OF  
 1.261 ACRES  
 DRAINAGE EASEMENT  
 LOCATED IN THE  
 MICAJAH AUTREY SURVEY, A-100  
 FORT BEND COUNTY COUNTY, TEXAS**

JANUARY 2015 JOB NO. 1931-1403

**LJA Engineering, Inc.**  
 2929 Briarpark Drive  
 Suite 600  
 Houston, Texas 77042  
 Phone 713.953.5200  
 Fax 713.953.5026  
 T.B.P.L.S. Firm No. 10110501

- NOTE:**
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
  - CORNERS WERE NOT SET AT THE CLIENTS REQUEST.

Return to:  
FORT BEND COUNTY CLERK  
ADMIN SERV COORD

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk  
Fort Bend County, Texas

June 01, 2015 03:57:30 PM

FEE \$0.08 SR1  
EASEMENT

2015058453





**DRAINAGE EASEMENT**

(9.663 Acre Tract)

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

That **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182**, a conservation and reclamation district and a body politic organized and existing under the laws of the State of Texas (the "Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain tract of land described on Exhibit "A" attached hereto (the "Easement Property").

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns, expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size located outside the Maintenance Berm (defined below), benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or ability to access or travel through the Maintenance Berm, defined below, with maintenance equipment. Accordingly, Grantee shall not utilize the Easement Property, or any other property or easements owned or operated by Grantee, in a manner that would

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CCM *5/26/15* #*DL*  
Fort Bend County Clerk  
Return Admin Serv Coord

**RECEIVED**

*MAY 06 2015*

FBC DRAINAGE DIST.

unreasonably interfere with the Grantor's Facilities that are currently or hereafter installed by Grantor in the Easement Property or Grantor's use of same. Prior to Grantor, or its successors or assigns, hereafter constructing any of Grantor's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity (ies).

Grantor shall, at its sole cost, be responsible to cause the maintenance and operation of the Grantor's Facilities. Grantee understands and agrees that the grasses within the Easement Property that Grantor will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that Grantor has failed to adequately maintain the Grantor's Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give Grantor written notice of its intent to perform same and identify the area(s) where Grantor has failed to adequately maintain, and (ii) give Grantor an opportunity of at least a 60 days to cure Grantor's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide Grantor with as much notice as is reasonably practicable to allow Grantor an opportunity to cure. Grantee shall invoice Grantor for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph, which invoice will be due and payable by Grantor within 60 calendar days of receipt.

Except if necessary for Grantee to perform maintenance, repair, modifications or work allowed pursuant to the preceding paragraph, Grantee's access and travel along and through the Easement Property with maintenance equipment shall be limited to solely along and through an unobstructed maintenance berm at least 30 feet wide located on each side of the Channel (collectively, the "Maintenance Berm").

Prior to constructing, or allowing construction of, facilities or improvements in the Easement Property, Grantee shall give Grantor at least 90 days written notice. If pursuant to the preceding sentence, Grantee hereafter installs, or allows installation of, any facilities or improvements within the Easement Property, then Grantee (and not Grantor) shall be responsible for maintenance and repair of such facilities or improvements.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable

against the Easement Property. Grantor reserves the right to convey to others the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

Grantee currently owns and/or possesses the right to utilize those certain rights of way and easements for drainage canals and other facilities upon, over, through and across those certain tracts of land described in that certain instrument granted by D.R. Horton-Texas, Ltd. to Grantee, recorded under Clerk's File No. 2013130493, of the Official Public Records of Fort Bend County, Texas. (Such instrument is referred to herein as the "Original Easement"). Within 30 days after Grantee's execution of this Drainage Easement, Grantee will execute and record a written abandonment of the portion of the Original Easement that is located within the Easement Property.

**TO HAVE AND HOLD** perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee. Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

ACCEPTED this 26 day of May, 2015.

GRANTEE:

FORT BEND COUNTY DRAINAGE DISTRICT

By: Robert Hebert

Name: Robert E. Hebert

Its: county Judge, chairman

THE STATE OF Texas

COUNTY OF Fort Bend

§  
§  
§

This instrument was acknowledged before me on this 26<sup>th</sup> day of May, 2015, by Robert Hebert, chairman of Fort Bend County Drainage District, on behalf of said political subdivision.



LUISA MARIA BOWERS  
My Commission Expires  
September 7, 2016

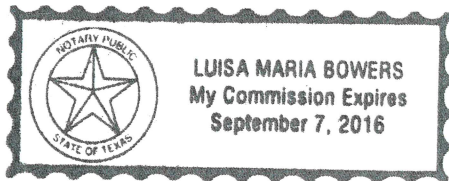
(SEAL)

Luisa M. Bowers

Notary Public in and for  
the State of Texas

Luisa M. Bowers

Name printed or typed  
Commission Expires: 9-7-2016



LUISA MARIA BOWERS  
My Commission Expires  
September 7, 2016

IN WITNESS WHEREOF, this instrument is executed this 5<sup>th</sup> day of MAY, 2015.

GRANTOR:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182

By: [Signature]

Name: STEDMAN GRIGSBY

Its: PRESIDENT

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

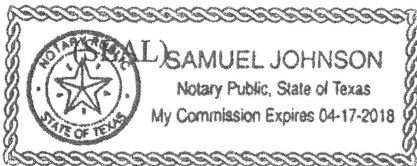
This instrument was acknowledged before me on this 5<sup>th</sup> day of MAY, 2015, by STEDMAN GRIGSBY, PRESIDENT of Fort Bend County Municipal Utility District No. 182, on behalf of said political subdivision.

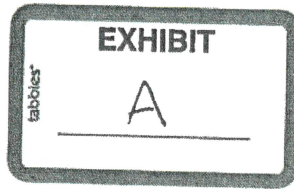
[Signature]

Notary Public in and for the State of TEXAS

SAMUEL JOHNSON

Name printed or typed  
Commission Expires: 04/17/18





February 17, 2015  
Job No. 1931-1403

DESCRIPTION OF  
9.663 ACRES  
DRAINAGE EASEMENT

Being 9.663 acres of land located in the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of the residue of that certain called 631.26 acre tract conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 9.663 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set marking the southeasterly corner of the aforementioned 631.26 acre tract, said point also being in the north line of that certain called 2,214.27 acre tract conveyed to S.G. Partners, L.P. by an instrument of record in File Number 2010006543, F.B.C.O.P.R.;

Thence, South  $87^{\circ} 28' 47''$  West, along the common line of said 631.26 acre tract and said 2,214.27 acre tract, 81.87 feet to a point;

Thence, North  $67^{\circ} 41' 23''$  West, departing said common line, 3,247.51 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North  $67^{\circ} 41' 23''$  West, 1,574.89 feet to a point for corner;

Thence, North  $22^{\circ} 18' 37''$  East, 7.33 feet to a point for corner;

Thence, North  $15^{\circ} 51' 02''$  East, 46.86 feet to a point for corner;

Thence, North  $27^{\circ} 49' 39''$  East, 50.30 feet to a point for corner;

Thence, North  $24^{\circ} 57' 54''$  East, 46.84 feet to a point for corner, the beginning of a curve;

9.663 Acres

February 17, 2015  
Job No. 1931-1403

Thence, 44.88 feet along the arc of a non-tangent curve to the left, having a radius of 76.63 feet, a central angle of  $33^{\circ} 33' 33''$ , and a chord which bears South  $81^{\circ} 48' 53''$  East, 44.24 feet to a point for corner, the beginning of a reverse curve;

Thence, 66.11 feet along the arc of a tangent curve to the right, having a radius of 178.37 feet, a central angle of  $21^{\circ} 14' 08''$ , and a chord which bears South  $87^{\circ} 58' 35''$  East, 65.73 feet to a point for corner, the beginning of a reverse curve;

Thence, 86.83 feet along the arc of a tangent curve to the left, having a radius of 286.41 feet, a central angle of  $17^{\circ} 22' 13''$ , and a chord which bears South  $86^{\circ} 02' 38''$  East, 86.50 feet to a point for corner, the beginning of a reverse curve;

Thence, 77.04 feet along the arc of a tangent curve to the right, having a radius of 221.86 feet, a central angle of  $19^{\circ} 53' 42''$ , and a chord which bears South  $84^{\circ} 46' 53''$  East, 76.65 feet to a point for corner, the beginning of a reverse curve;

Thence, 107.80 feet along the arc of a tangent curve to the left, having a radius of 291.03 feet, a central angle of  $21^{\circ} 13' 23''$ , and a chord which bears South  $85^{\circ} 26' 43''$  East, 107.19 feet to a point for corner, the beginning of a reverse curve;

Thence, 94.78 feet along the arc of a tangent curve to the right, having a radius of 240.91 feet, a central angle of  $22^{\circ} 32' 30''$ , and a chord which bears South  $84^{\circ} 47' 10''$  East, 94.17 feet to a point for corner, the beginning of a reverse curve;

Thence, 42.94 feet along the arc of a tangent curve to the left, having a radius of 51.97 feet, a central angle of  $47^{\circ} 20' 16''$ , and a chord which bears North  $82^{\circ} 48' 57''$  East, 41.73 feet to a point for corner, the beginning of a reverse curve;

Thence, 247.56 feet along the arc of a tangent curve to the right, having a radius of 148.15 feet, a central angle of  $95^{\circ} 44' 24''$ , and a chord which bears South  $72^{\circ} 59' 00''$  East, 219.74 feet to a point for corner, the beginning of a reverse curve;

9.663 Acres

February 17, 2015  
Job No. 1931-1403

Thence, 91.95 feet along the arc of a tangent curve to the left, having a radius of 117.64 feet, a central angle of  $44^{\circ} 47' 11''$ , and a chord which bears South  $47^{\circ} 30' 23''$  East, 89.63 feet to a point for corner, the beginning of a reverse curve;

Thence, 66.65 feet along the arc of a tangent curve to the right, having a radius of 113.82 feet, a central angle of  $33^{\circ} 33' 08''$ , and a chord which bears South  $53^{\circ} 07' 24''$  East, 65.71 feet to a point for corner, the beginning of a reverse curve;

Thence, 127.11 feet along the arc of a tangent curve to the left, having a radius of 292.07 feet, a central angle of  $24^{\circ} 56' 05''$ , and a chord which bears South  $48^{\circ} 48' 53''$  East, 126.11 feet to a point for corner, the beginning of a reverse curve;

Thence, 102.26 feet along the arc of a tangent curve to the right, having a radius of 253.44 feet, a central angle of  $23^{\circ} 07' 04''$ , and a chord which bears South  $49^{\circ} 43' 23''$  East, 101.57 feet to a point for corner, the beginning of a reverse curve;

Thence, 67.63 feet along the arc of a tangent curve to the left, having a radius of 138.28 feet, a central angle of  $28^{\circ} 01' 25''$ , and a chord which bears South  $52^{\circ} 10' 34''$  East, 66.96 feet to a point for corner, the beginning of a reverse curve;

Thence, 76.80 feet along the arc of a tangent curve to the right, having a radius of 170.82 feet, a central angle of  $25^{\circ} 45' 38''$ , and a chord which bears South  $53^{\circ} 18' 27''$  East, 76.16 feet to a point for corner, the beginning of a reverse curve;

Thence, 38.01 feet along the arc of a tangent curve to the left, having a radius of 50.00 feet, a central angle of  $43^{\circ} 33' 19''$ , and a chord which bears South  $62^{\circ} 12' 18''$  East, 37.10 feet to a point for corner, the beginning of a reverse curve;

Thence, 56.98 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet, a central angle of  $32^{\circ} 38' 45''$ , and a chord which bears South  $67^{\circ} 39' 35''$  East, 56.21 feet to a point for corner, the beginning of a reverse curve;

9.663 Acres

February 17, 2015  
Job No. 1931-1403

Thence, 97.93 feet along the arc of a tangent curve to the left, having a radius of 202.70 feet, a central angle of  $27^{\circ} 40' 56''$ , and a chord which bears South  $65^{\circ} 10' 41''$  East, 96.98 feet to a point for corner, the beginning of a reverse curve;

Thence, 50.56 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet, a central angle of  $28^{\circ} 58' 03''$ , and a chord which bears South  $64^{\circ} 32' 07''$  East, 50.02 feet to a point for corner, the beginning of a reverse curve;

Thence, 82.96 feet along the arc of a tangent curve to the left, having a radius of 60.00 feet, a central angle of  $79^{\circ} 13' 31''$ , and a chord which bears South  $89^{\circ} 39' 50''$  East, 76.51 feet to a point for corner;

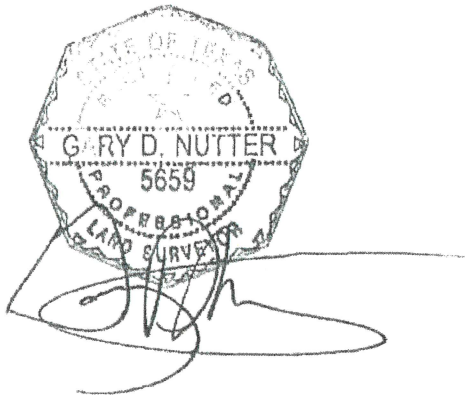
Thence, North  $50^{\circ} 43' 24''$  East, 241.36 feet to a point for corner;

Thence, South  $39^{\circ} 16' 36''$  East, 141.82 feet to a point for corner;

Thence, South  $50^{\circ} 55' 29''$  West, 389.30 feet to the POINT OF BEGINNING and containing 9.663 acres of land.

Corners monuments were not set at the client's request.

LJA Engineering, Inc.



Drill Site No. 2  
Vol (3.00 Acres)  
Pg. 88  
F.B.C.D.R.

D.R. HORTON - TEXAS, LTD  
RESIDUE OF  
CALLED 631.26 ACRES  
FILE NO. 2013000056  
F.B.C.O.P.R.

MICAJAH AUTREY SURVEY,  
ABSTRACT NO. 100  
A. C. SHARPLESS SURVEY,  
ABSTRACT NO. 322

5' Gas Easement and Access Road  
Called 0.398 acres  
File No. 2014098654, F.B.C.O.P.R.

**EXHIBIT OF  
9.663 ACRES  
DRAINAGE EASEMENT  
LOCATED IN THE  
MICAJAH AUTREY SURVEY, A-100  
FORT BEND COUNTY SURVEY, TEXAS**

FEBRUARY 2015 JOB NO. 1931-1403

**LJA Engineering, Inc.**

2929 Bhrnspark Drive  
Suite 600  
Houston, Texas 77042  
Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10110501

S.G. PARTNERS, L.P.  
CALLED 2,214.27 ACRES  
FILE NO. 2010006543  
F.B.C.O.P.R.

**NOTE:**

- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
- CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.

SCALE 1" = 400'

H.L. & P. Easement  
Vol. 431, Pg. 368  
F.B.C.D.R.  
(Called in adjoining easement)

Curve #	Length	Radius	Delta	CHORD	DIST.
C1	44.88'	76.63'	33°33'33"	S81°48'53"E	44.24'
C2	66.11'	178.37'	21°14'08"	S87°58'35"E	65.73'
C3	86.83'	286.41'	17°22'13"	S86°02'38"E	86.50'
C4	77.04'	221.86'	19°53'42"	S84°46'53"E	76.65'
C5	107.80'	291.03'	21°13'23"	S85°26'43"E	107.19'
C6	94.78'	240.91'	22°32'30"	S84°47'10"E	94.17'
C7	42.94'	51.97'	47°20'16"	N82°48'57"E	41.73'
C8	247.56'	148.15'	95°44'24"	S72°59'00"E	219.74'
C9	91.95'	117.84'	44°47'11"	S47°30'23"E	89.63'
C10	66.65'	113.82'	33°33'08"	S53°07'24"E	66.71'
C11	127.11'	292.07'	24°56'05"	S48°48'53"E	126.11'
C12	102.26'	253.44'	23°07'04"	S49°43'23"E	101.57'
C13	67.83'	138.28'	28°01'25"	S52°10'34"E	66.96'
C14	76.80'	170.82'	25°45'38"	S53°18'27"E	76.16'
C15	38.01'	50.00'	43°33'19"	S62°12'18"E	37.10'
C16	56.98'	100.00'	32°38'45"	S67°39'35"E	56.21'
C17	97.93'	202.70'	27°40'56"	S65°10'41"E	96.98'
C18	50.56'	100.00'	28°58'03"	S64°32'07"E	50.02'
C19	82.96'	60.00'	79°13'31"	S89°39'50"E	76.51'

Line #	Direction	Length
L1	N67°41'23"W	1574.89'
L2	N22°16'37"E	7.33'
L3	N15°51'02"E	46.86'
L4	N27°48'39"E	50.30'
L5	N24°57'54"E	46.84'
L6	N50°43'24"E	241.36'
L7	S39°16'38"E	141.82'
L8	S50°55'29"W	389.30'
L9	S87°28'47"W	81.87'

Drill Site No. 4  
Vol (3.00 Acres)  
Pg. 88  
F.B.C.D.R.

P.O.C.  
5/8 IRON ROD  
W/CAP STAMPED  
"LJA ENG"

P.O.B.

H.L. & P. Easement  
Vol. 431, Pg. 368  
F.B.C.D.R.  
N67°41'23"W 3,247.51'

Original Copied Plans  
Vol. 210, Pg. 89  
F.B.C.D.R.  
Texas - Harris Neutral  
Co. Wildcat  
Vol. 212, Pg. 102  
F.B.C.D.R.  
Nolud Gas Pipeline  
Vol. 212, Pg. 112  
F.B.C.D.R.

Return to:  
FORT BEND COUNTY CLERK  
ADMIN SERV COORD

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk  
Fort Bend County, Texas



June 01, 2015 03:57:02 PM

FEE \$0.00 SR1  
EASEMENT

2015058454



**DRAINAGE EASEMENT**  
(0.841 Acre Tract)

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

That **D.R. HORTON-TEXAS, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain tract of land described on Exhibit "A" and shown on Exhibit "B" attached hereto (the "Easement Property"). Grantor is also conveying a permanent and perpetual non-exclusive easement to **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("MUD 182"), its successors and assigns, for certain specific purposes described herein.

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns (including MUD 182), expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size, benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or Grantee's free right of ingress to and from the Easement Property. Prior to Grantor, or its successors or assigns (including MUD 182), hereafter constructing any of Grantor's

Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

MUD 182 shall have the right to utilize the Easement Property for the purposes of construction, installation, maintenance, repair, replacement and operation of road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size, benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (Any of such lines, facilities, or items installed by MUD 182 shall be referred to herein as the "MUD 182 Facilities."); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or Grantee's free right of ingress to and from the Easement Property. Grantor hereby grants a non-exclusive easement to MUD 182 for said purposes. Prior to MUD 182, or its successors or assigns, hereafter constructing any of MUD 182's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not MUD 182 or Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity (ies).

MUD 182 shall, at its sole cost, be responsible to cause the maintenance and operation of the MUD 182 Facilities. Grantee understands and agrees that the grasses within the Easement Property that MUD 182 will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that MUD 182 has failed to adequately maintain the MUD 182 Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give MUD 182 written notice of its intent to perform same and identify the area(s) where MUD 182 has failed to adequately maintain, and (ii) give MUD 182 an opportunity of at least 60 days to cure MUD 182's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide MUD 182 with as much notice as is reasonably practicable to allow MUD 182 an opportunity to cure. Grantee shall invoice MUD 182 for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph, which invoice will be due and payable by MUD 182 within 60 calendar days of receipt.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable

against the Easement Property. Grantor reserves the right to convey to others (including, without limitation, MUD 182) the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

**TO HAVE AND HOLD** perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee, Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

This easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**



ACCEPTED this 8 day of August, 2017.

**GRANTEE:**

FORT BEND COUNTY DRAINAGE DISTRICT

By: *Robert E. Hebert*

Name: Robert E. Hebert

Title: Drainage District Chairman

THE STATE OF TEXAS

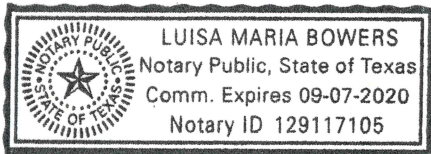
§

COUNTY OF Fort Bend

§

§

This instrument was acknowledged before me on this 8<sup>th</sup> day of August, 2017, by Robert E. Hebert, Chairman of Fort Bend County Drainage District, on behalf of said political subdivision.



(SEAL)

*Luisa Maria Bowers*  
Notary Public in and for  
the State of Texas

ACCEPTED this 17 day of July, 2017.

**MUD 182:**

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 182

By: *D. Scott Sullivan*

Name: D. Scott Sullivan

Title: PRESIDENT

THE STATE OF Texas

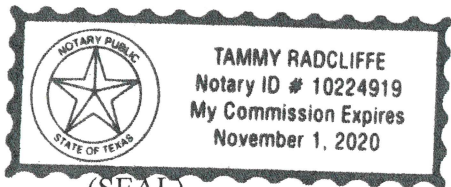
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COUNTY OF Ft Bend

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§

This instrument was acknowledged before me on this 17<sup>th</sup> day of July, 2017, by D. Scott Sullivan, President of Fort Bend County Municipal Utility District No. 182, on behalf of said political subdivision.



(SEAL)

*Tammy Radcliffe*  
Notary Public in and for  
the State of Texas

## EXHIBIT "A"

June 19, 2017  
Job No. 1931-1404A

### DESCRIPTION OF 0.841 ACRE (36,643 SQUARE FEET) DRAINAGE EASEMENT

Being 0.841 acre (36,643 square feet) of land located in the A.G. Sharpless Survey, Abstract 322, and the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of that certain called 631.26 acre tract and a portion of that certain called 30.53 acre tract (described as Tract III) conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056 in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 0.841 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "Brown & Gay" found marking the southeast corner of said 30.53 acre tract, from which a 5/8-inch iron rod with cap stamped "LJA ENG" found for an angle point on the southeast line of that certain called 35.361 acre tract conveyed to Fort Bend County Municipal Utility District Number 182 by instruments of record under File Numbers 2015041853 and 2015057943, F.B.C.O.P.R., same being on the northwest right-of-way line of Katy – Fulshear Road (width varies), bears South 55° 45' 32" West, 599.47 feet;

Thence, South 83° 22' 57" West, 408.43 feet to the southeast corner and POINT OF BEGINNING of the herein described tract, same being on the northeast line of said 35.361 acre tract, the beginning of a curve;

Thence, with said northeast line the following eight (8) courses:

1. 11.53 feet along the arc of a non-tangent curve to the left, having a radius of 94.80 feet, a central angle of 06° 58' 03", and a chord which bears South 65° 28' 05" West, 11.52 feet to a point for corner, the beginning of a reverse curve;

0.841 Acre

June 19, 2017  
Job No. 1931-1404A

2. 133.15 feet along the arc of a tangent curve to the right, having a radius of 125.20 feet, a central angle of  $60^{\circ} 56' 07''$ , and a chord which bears North  $87^{\circ} 32' 53''$  West, 126.97 feet to a point for corner, the beginning of a reverse curve;
3. 59.58 feet along the arc of a tangent curve to the left, having a radius of 374.80 feet, a central angle of  $09^{\circ} 06' 32''$ , and a chord which bears North  $61^{\circ} 38' 06''$  West, 59.52 feet to a point for corner, the beginning of a reverse curve;
4. 89.96 feet along the arc of a tangent curve to the right, having a radius of 75.20 feet, a central angle of  $68^{\circ} 32' 22''$ , and a chord which bears North  $31^{\circ} 55' 10''$  West, 84.69 feet to a point for corner, the beginning of a reverse curve;
5. 50.87 feet along the arc of a tangent curve to the left, having a radius of 124.80 feet, a central angle of  $23^{\circ} 21' 18''$ , and a chord which bears North  $09^{\circ} 19' 39''$  West, 50.52 feet to a point for corner, the beginning of a reverse curve;
6. 106.34 feet along the arc of a tangent curve to the right, having a radius of 125.20 feet, a central angle of  $48^{\circ} 39' 59''$ , and a chord which bears North  $03^{\circ} 19' 41''$  East, 103.18 feet to a point for corner, the beginning of a reverse curve;
7. 72.91 feet along the arc of a tangent curve to the left, having a radius of 124.80 feet, a central angle of  $33^{\circ} 28' 28''$ , and a chord which bears North  $10^{\circ} 55' 27''$  East, 71.88 feet to a point for corner, the beginning of a reverse curve;
8. 55.26 feet along the arc of a tangent curve to the right, having a radius of 225.20 feet, a central angle of  $14^{\circ} 03' 37''$ , and a chord which bears North  $01^{\circ} 13' 01''$  East, 55.12 feet to a point for corner, the beginning of a reverse curve;

0.841 Acre

June 19, 2017  
Job No. 1931-1404A

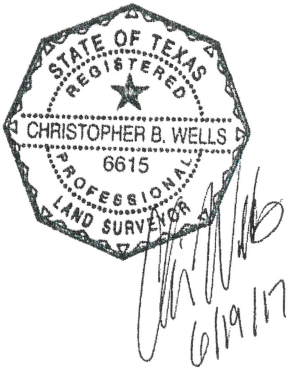
Thence, 151.61 feet departing the aforementioned northeast line and along the arc of a non-tangent curve to the left, having a radius of 300.00 feet, a central angle of 28° 57' 18", and a chord which bears South 19° 21' 55" East, 150.00 feet to a point for corner, the beginning of a reverse curve;

Thence, 63.73 feet along the arc of a tangent curve to the right, having a radius of 250.00 feet, a central angle of 14° 36' 21", and a chord which bears South 26° 32' 23" East, 63.56 feet to a point for corner, the beginning of a reverse curve;

Thence, 103.50 feet along the arc of a tangent curve to the left, having a radius of 183.63 feet, a central angle of 32° 17' 39", and a chord which bears South 35° 23' 02" East, 102.14 feet to a point for corner, the beginning of a reverse curve;

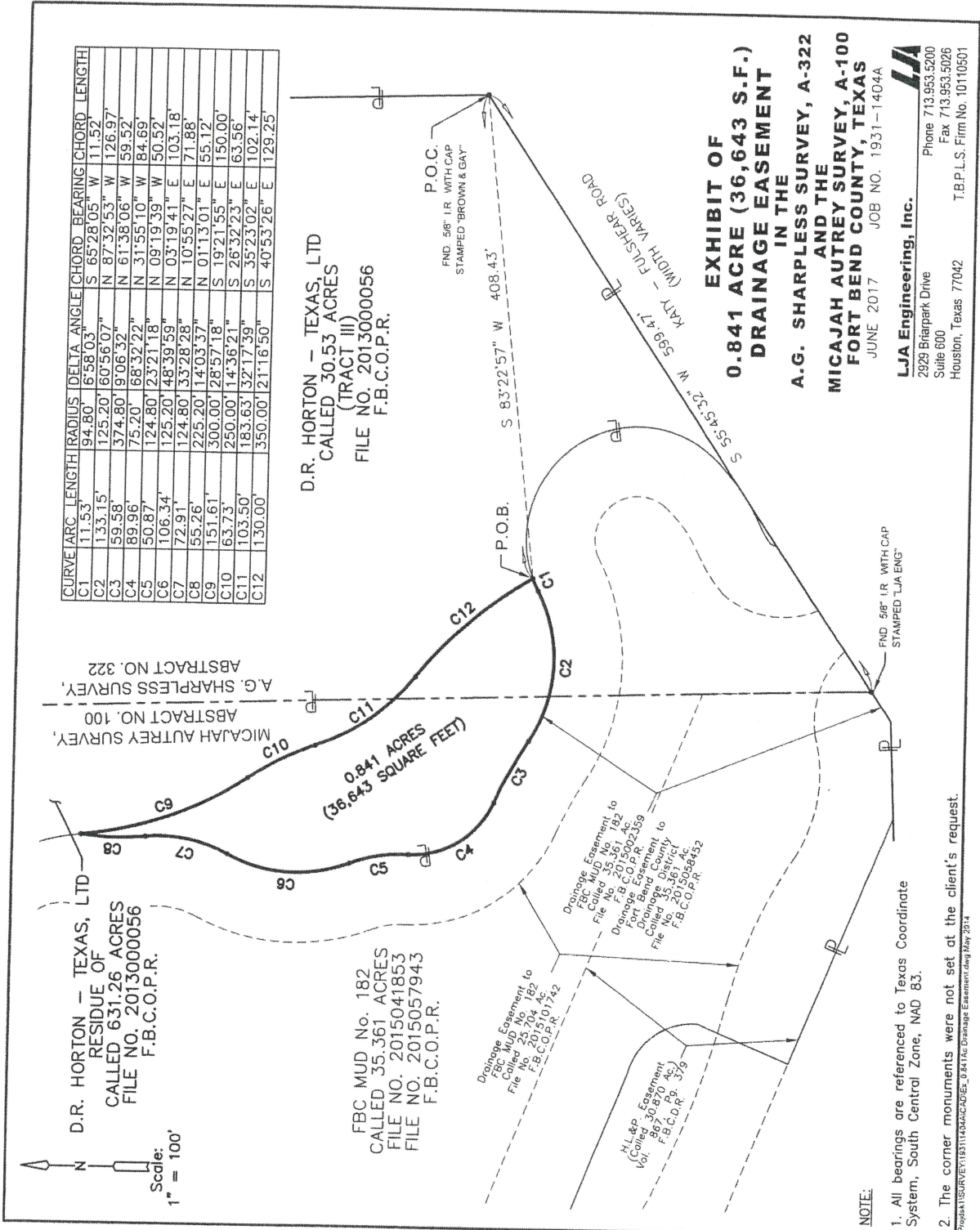
Thence, 130.00 feet along the arc of a tangent curve to the right, having a radius of 350.00 feet, a central angle of 21° 16' 50", and a chord which bears South 40° 53' 26" East, 129.25 feet to the POINT OF BEGINNING and containing 0.841 acre (36,643 square feet) of land.

The corner monuments were not set at the client's request.



LJA Engineering, Inc.

**EXHIBIT "B"**



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11.53'	94.80'	6°58'03"	S 65°28'05" W	11.52'
C2	133.15'	125.20'	60°56'07"	N 87°32'53" W	126.97'
C3	59.58'	374.80'	9°06'32"	N 81°38'06" W	59.52'
C4	89.96'	75.20'	68°32'22"	N 31°55'10" W	84.69'
C5	50.87'	124.80'	23°21'18"	N 09°19'39" W	50.52'
C6	106.34'	125.20'	48°39'59"	N 03°19'41" E	103.18'
C7	72.91'	124.80'	33°28'28"	N 10°55'27" E	71.88'
C8	55.26'	225.20'	14°03'37"	N 01°13'01" E	55.12'
C9	151.61'	300.00'	28°57'18"	S 19°21'55" E	150.00'
C10	63.73'	250.00'	14°36'21"	S 26°32'23" E	63.56'
C11	103.50'	183.63'	32°17'39"	S 35°23'02" E	102.14'
C12	130.00'	350.00'	21°16'50"	S 40°53'26" E	129.25'

D.R. HORTON - TEXAS, LTD  
 CALLED 30.53 ACRES  
 (TRACT III)  
 FILE NO. 2013000056  
 F.B.C.O.P.R.

0.841 SQUARE FEET  
 (36.643 SQUARE FEET)

FBC MUD No. 182  
 CALLED 35.361 ACRES  
 FILE NO. 2015041853  
 FILE NO. 2015057943  
 F.B.C.O.P.R.

**EXHIBIT OF  
 0.841 ACRE (36,643 S.F.)  
 DRAINAGE EASEMENT  
 IN THE**

**A.G. SHARPLESS SURVEY, A-322  
 AND THE  
 MICAJAH AUTREY SURVEY, A-100  
 FORT BEND COUNTY, TEXAS**

JUNE 2017 JOB NO. 1931-1404A

**LJA Engineering, Inc.**  
 2929 Briarpark Drive  
 Suite 600  
 Houston, Texas 77042  
 Phone 713.953.5200  
 Fax 713.953.5026  
 T.B.P.L.S. Firm No. 10110501

**NOTE:**

- All bearings are referenced to Texas Coordinate System, South Central Zone, NAD 83.
- The corner monuments were not set at the client's request.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*



Laura Richard, County Clerk  
Fort Bend County, Texas

August 10, 2017 03:30:14 PM

FEE: \$0.00 OF2  
EASEMENT

2017089028