

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DRAINAGE ACCESS EASEMENT AGREEMENT
(Bryan Road Mobility Bond Project No. 17118)

THIS DRAINAGE ACCESS EASEMENT AGREEMENT (the "Easement Agreement") is entered into by and between Fort Bend County, Texas, a body politic acting herein by and through its Commissioners Court, (the "County"), and 2010 Rose Ranch, LLC, a Texas limited liability company, (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner owns a certain tract of land situated near or adjacent to a portion of Bryan Road in the County (the "Owner's Land"), as depicted in the Land Owner Exhibit attached hereto as Exhibit "A" and incorporated herein for purposes; and

WHEREAS, the County has undertaken the design and construction of improvements to Bryan Road under its Mobility Bond Program (the "Project"); that will require additional outfall sufficient to accommodate storm water discharge for the Project; and

WHEREAS, a portion of the Owner's Land contains an existing channel (the "Rose Ranch Channel") in an ideal location to serve the drainage needs of the County; and

WHEREAS, the Parties desire to enter into this Easement Agreement to memorialize the terms in which the County will pay the Owner for access to the Rose Ranch Channel, permission to construct an outfall (the "Drainage Outfall"), and the right to discharge the drainage from the Project as noted in the Drainage Outfall Exhibit attached hereto as Exhibit B, and the Owner will grant access to the Rose Ranch Channel and maintain such up to mutually agreed upon standards.

NOW, THEREFORE, in consideration of the premises and Three Hundred Thousand and no/100 Dollars (\$300,000.00) and other good and valuable consideration, the County and the Owner agree as follows:

1. Drainage Access Easement. The Owner hereby TRANSFERS, BARGAINS, GRANTS, SELLS CONVEYS and ASSIGNS to County (i) a perpetual non-exclusive easement (the "Drainage Access Easement") in and to the Rose Ranch Channel for the sole purpose of providing necessary drainage for the Project, which drainage shall be discharged into the Rose Rich Channel at a rate of not more than 69.5 cubic feet per second, and (ii) the right, at the County's sole cost and expense to construct and operate the Drainage Outfall.

Gia.

2. Maintenance of the Rose Ranch Channel. As between the Owner and the County, the Owner shall have the sole responsibility, at no additional cost to County (other than amount paid by the County upon execution of this Easement Agreement) for maintaining and repairing the Rose Ranch Channel in a manner that assures that the County's drainage rights granted under this Easement Agreement are not disturbed. Notwithstanding the foregoing, the County shall have the sole responsibility, at its cost and expense, of maintaining the Drainage Outfall for the Project, which shall be done in a manner that does not impair the flow of or otherwise cause damage to the Drainage Channel.

3. Non-Exclusive Provisions. The Owner reserves the right to use and enjoy the Rose Ranch Channel and the land upon which same is maintained for any purposes as long as such use and enjoyment does not unreasonably interfere with the rights herein granted to County.

4. Term of Easement. The term of the Drainage Access Easement granted herein shall be perpetual.

5. Title Warranty. TO HAVE AND TO HOLD the Drainage Access Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the County, its successors and assigns, forever; and the Owner does hereby bind the Owner and the Owner's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Drainage Access Easement under the County, and its successors and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Owner, but not otherwise, subject to all matters of record and all matters that a true and correct survey would reveal.

6. Default. The Parties have entered into this Easement Agreement in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that County and Owner pledge to attempt to resolve any dispute amicably without the necessity of litigation, if possible. Notwithstanding the foregoing, in the event of a default under this Easement Agreement, each Party will be entitled to seek any remedy available to them at law or in equity.

7. Miscellaneous.

(a) Notice. Any notice required to be sent under this Easement Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

If to Owner, to:

2010 Rose Ranch, LLC
Attention: Amar Amancharla
12701 Executive Drive, Suite 604
Stafford, Texas 77477

(b) Assignment. This Easement Agreement is not assignable by the County without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, and shall run with the land affected hereby. This Easement Agreement is a covenant running with the Owner's Land binding on all future owners of the Owner's Land.

(d) Entire Agreement. This Easement Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Easement Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Easement Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Easement Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Easement Agreement on behalf of the respective Parties below represent to each other and to

others that all appropriate and necessary action has been taken to authorize the individual who is executing this Easement Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Easement Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Easement Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Easement Agreement has been read by the party for which this Easement Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Easement Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Easement Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Easement Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Easement Agreement.

(m) No Third Party Beneficiaries. Nothing in this Easement Agreement shall be construed to create any right in any third party not a signatory to this Easement Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Easement Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Easement Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Easement Agreement are true and correct and are hereby incorporated into the body of this Easement Agreement and adopted as findings of County and the Owner and/or its authorized representatives.

(p) Waiver. Waiver by either Party of any breach of this Easement Agreement, or the failure of either party to enforce any of the provisions of this Easement Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

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

FORT BEND COUNTY:

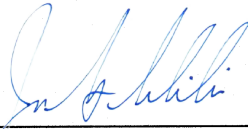
KP George, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved:



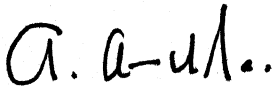
J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

Marcus D. Spencer, First Assistant County Attorney

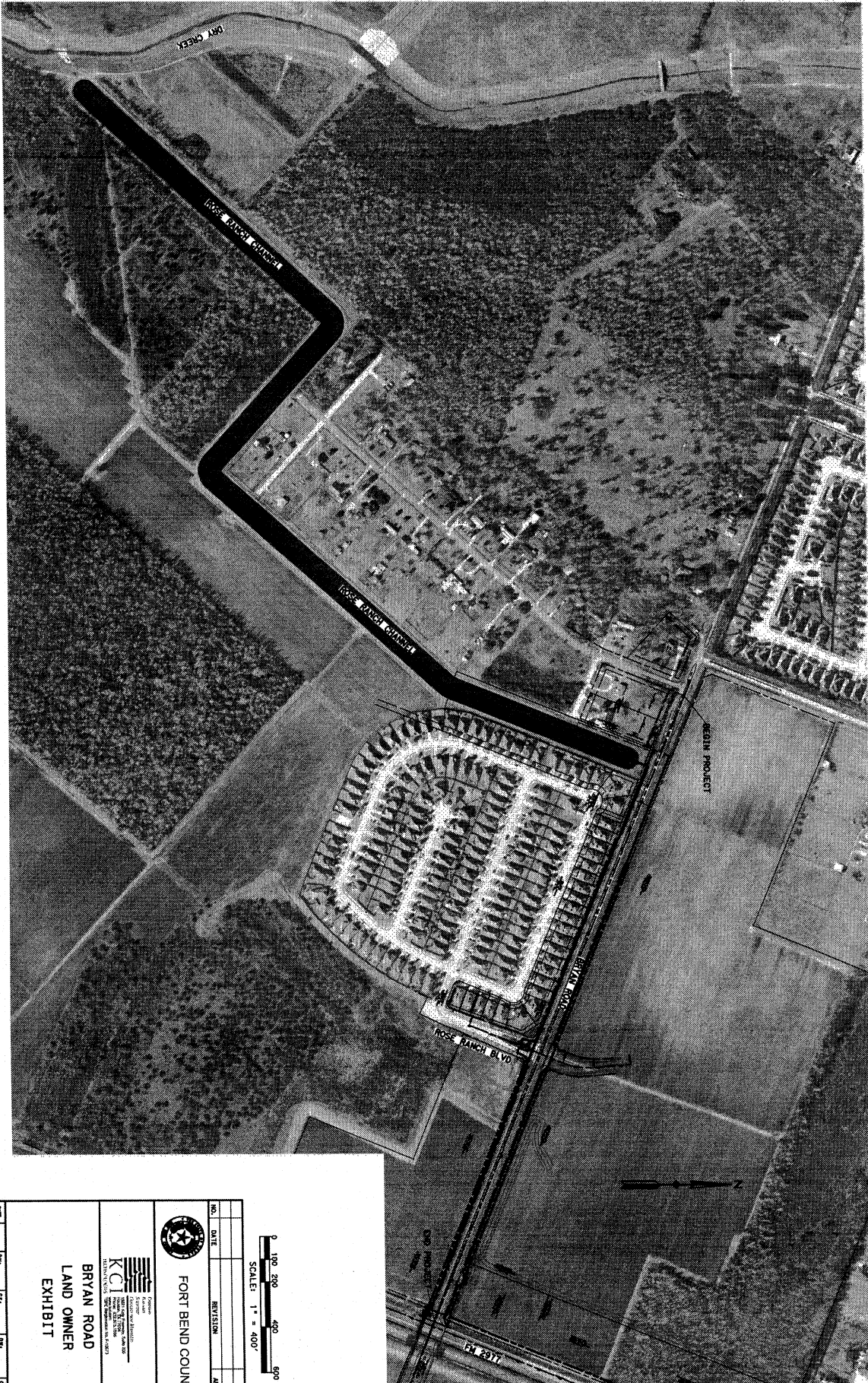
OWNER:

2010 Rose Ranch, LLC,
a limited liability company




By: **AMAR AMANCHARLA, MANAGER**


EXHIBIT A



NO.	DATE	REVISION	APPROVAL

0 100 200 400 600
 SCALE: 1" = 400'


FORT BEND COUNTY


 KCI
 KCI CONSULTANTS, INC.
 10000 Katy Freeway, Suite 1000
 Houston, Texas 77054
 Telephone: 281.460.8000
 Fax: 281.460.8001
 www.kci.com

**BRYAN ROAD
 LAND OWNER
 EXHIBIT**

DATE	BY	CHKD.	DATE	BY	CHKD.
COUNTY	STATE	CITY	PROJECT NO.	DATE	BY
FORT BEND	TEXAS				

EXHIBIT B

