

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**DRAINAGE FACILITIES AGREEMENT**  
(Chimney Rock Mobility Bond Project No. 17202)

THIS AGREEMENT (the "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 UDFLOF Tuscany Lakes, LP, a Delaware limited partnership, (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner owns approximately 135.934 acres of land in the Thomas Hobermaker Survey, A-191 in the County (the "Owner's Land"), as depicted in the Land Title Survey attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, the County has undertaken the design and construction of an extension of Chimney Rock Road under its Mobility Bond Program (the "Project"); that will require a conveyance pipe, a culvert crossing, a detention pond, a storm water pump station and outfall sufficient to accommodate storm water storage and discharge for the Project;

WHEREAS, the Owner is planning the development of the Owner's Land and has identified approximately twenty five (25) acres of Owner's Land that is intended to be developed as the first phase of Owner's development project ("Phase 1");

WHEREAS, a portion of the Owner's Land is situated in an ideal location (the "Project Location") to serve the drainage and detention needs for both Parties;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms in which the Owner will grant an easement and the County will construct, at its own cost and expense in the Project Location, a detention pond, a storm water pump station, a conveyance pipe, a culvert crossing, and an outfall including, but not limited to, three (3) pumps and energy dissipaters to outfall the detention pond into existing Clear Creek, utility connections, including without limitation, electrical power and telecommunications, and certain ancillary improvements sufficient to accommodate the combined requirements of the fully developed Project and fully developed Phase 1 of Owner's Land (collectively the "Drainage and Detention Facilities");

WHEREAS, the Owner has previously conveyed 15.65 acres of land to the County pursuant to that certain Donation Deed recorded in the Official Public Records of Fort Bend County, Texas under Instrument No. 2018083553, (the "Original Deed"); and

WHEREAS, contemporaneous with the execution of this Agreement, the County and the Owner desire to make certain clarifications to the Original Deed, and in connection therewith, the County and the Owner desire to execute that certain Correction Donation Deed in the form attached hereto as Exhibit "C" incorporated herein, and to cause such Correction Donation Deed to be recorded in the Official Public Records of Fort Bend County, Texas (the "Correction Donation Deed").

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the County and the Owner agree as follows:

1. Drainage and Detention Easement. The Owner will convey to Fort Bend County Municipal Utility District No. 168 (the "District") and the County (together with the Owner, each a "Beneficiary" or together, the "Beneficiaries"), a perpetual easement for the purpose of constructing and maintaining the Drainage and Detention Facilities in substantially the form shown in Exhibit "B" attached hereto, with a reserved right of ingress and egress for the benefit of the Owner, with a survey and metes and bounds description prepared by a surveyor at the direction of Owner, at the County's cost and expense (the "Drainage and Detention Easement"). The execution, delivery, and recordation of the Drainage and Detention Easement will occur within ten (10) business days of delivery of the final survey and metes and bounds description of the land that will be subject to the Drainage and Detention Easement. The rights granted to the Beneficiaries under the Drainage and Detention Easement shall include the right to use the Drainage and Detention Facilities for the disposal of surface waters, rain or any such excess waters related to Phase 1 and Chimney Rock Road at a discharge rate of 100 cfs and a storage volume of 34.5 acre-feet included in the Engineering Design (as defined herein).

2. Construction of Drainage and Detention Facilities.

(a) Obligation to Construct. The County hereby agrees to construct the Drainage and Detention Facilities within the limits of the Drainage and Detention Easement, at its own cost and expense, in accordance with the engineering design for the Drainage and Detention Facilities to be produced by Zarinkelk Engineering on behalf of the County at the County's own cost and expense (the "Engineering Design"), in compliance with the deadlines set forth in Section 2(c) below.

- (I) The County agrees that the Drainage and Detention Facilities shall include the installation of three (3) pumps and energy dissipaters to outfall the detention pond into existing Clear Creek.
- (II) The Owner agrees to coordinate with CenterPoint Energy to ensure the availability of electrical service for the three (3) pumps upon their installation. The County will be responsible for the cost and expense of any electric line extensions or electric service for the Project.

- (III) If additional easement(s) are required in order to facilitate electrical service needs of the Drainage and Detention Facilities, the Owner agrees to grant such easement(s) over the Owner's Land for such purposes; provided, that the location of the easement(s) and the terms and conditions of the easement(s) shall be acceptable to the Owner, as determined by the Owner in its reasonable discretion, taking into consideration the development plans for the Owner's Land.

(b) Engineering Design. The Engineering Design shall be sufficient to accommodate the requirements of the intended development of Phase 1, as fully developed, in addition to the requirements of the Project. The County will cause Zarinkelk Engineering to provide the initial draft of the Engineering Design to the Owner and the County for review and approval by no later than a date mutually agreeable by the parties.

- (I) As part of the approval process, the Owner shall have the right to approve the outfall location and other aspects of the Engineering Design that may impact the Owner's development plans for Owner's Land.
- (II) The Owner shall have ten (10) calendar days from its receipt of the initial draft of the Engineering Design to provide approval in writing.
- (III) The Owner may alternatively submit to the County before the conclusion of such ten (10) calendar day period, a list of any concerns to the Owner, identifying the Owner's objections in sufficient detail and, if appropriate, Owner's alternative solutions or suggestions.
- (IV) If the Owner does not provide written approval or its list of concerns to the Owner within ten (10) calendar days of its receipt of the initial draft of the Engineering Design, the Engineering Design shall be considered approved and complete.
- (V) Should the Owner submit such list of concerns before the conclusion of the ten (10) calendar day period, the County and the Owner shall cooperate with each other to resolve Owner's concerns and upon reaching agreement, the Engineering Design shall be updated by the County, at the County's cost and expense. Upon receipt of the updated Engineering Plan, the County shall provide the updated Engineering Design to Owner for review and approval, whereupon, after confirming that Owner's concerns were addressed, the Owner shall provide the County with a written acceptance of the revised Engineering Design.

(c) Deadlines for Commencement of Construction and Completion. The County shall commence construction of the Drainage and Detention Facilities by the earlier of i) December 7, 2020, or ii) within thirty (30) calendar days following the date of the Notice to Proceed issued under the County's construction contract (the "Contractor's NTP Date") and shall diligently pursue construction of the Drainage and Detention Facilities thereafter in a good and workmanlike manner until said Drainage and Detention Facilities are completed in accordance with the Engineering Design as confirmed by the County. The Drainage and Detention Facilities shall be completed by no later than one hundred eighty (180) calendar days following the date of commencement.

(d) Owner's Right to Complete. If the County fails to start construction of the Drainage and Detention Facilities by the deadline set forth in Section 2(c) above, or if the County commences construction of the Drainage and Detention Facilities by the deadline set forth in Section 2(c) above, or if the County commences construction of the Drainage and Detention Facilities but fails to diligently pursue construction of the Drainage and Detention Facilities at any time by ceasing any construction work for a period of thirty (30) calendar days for any reason, then the Owner shall have the right, subject to an extension of time granted to the County as a result of a Force Majeure Event (as defined below) by giving written notice to the County that the County is in default hereunder for failure to diligently pursue construction of the Drainage and Detention Facilities and giving the County fifteen (15) calendar days to cure such default. If the County fails to cure such default within said time period, then the Owner shall have the right, but not the obligation, to either (i) complete the construction of the Drainage and Detention Facilities in accordance with the approved Engineering Design (the "Full Completion Option") or (ii) complete the construction of the Drainage and Detention Facilities will be scaled back by the Owner to cover only the development needs of Phase 1 (the "Partial Completion Option"). If the Owner elects either the Full Completion Option or the Partial Completion Option, it shall do so by giving the County written notice of its election. In no event shall the Owner be responsible for completion of the Drainage and Detention Facilities in accordance with the original Engineering Design or in a manner to support the development needs of the fully developed Project. If the Owner elects the Full Completion Option, the Owner shall submit with its written notice of election, a bid for construction reflecting estimated costs and expenses to complete the Drainage and Detention Facilities. If the County accepts and approves the Owner's recommended bid for construction, the County shall reimburse the Owner for the costs and expenses incurred by the Owner in completing the Drainage and Detention Facilities promptly upon the Owner's submission to the County of invoices therefor. If the Owner elects the Partial Completion Option, the County shall be obligated to record a release of the Drainage and Detention Easement in the Official Public Records of Fort Bend County, Texas within thirty (30) calendar days of such election.

(e) Force Majeure. The performance by the County of its obligations to diligently pursue and timely construct the Drainage and Detention Facilities under this Section 3 shall be extended by the number of days that any Force Majeure Event (as defined below) continues; provided, that the County promptly gives the Owner written notice of such Force Majeure Event. As used herein, the term "Force Majeure Event" means any of the following events that has a material adverse effect on the ability of the County to construct the Drainage and Detention Facilities: a natural disaster, extreme periods of rain, or other adverse weather conditions that make it impossible for work to continue.

(f) Construction Bond. Prior to commencing the construction of the Drainage and Detention Facilities, the County shall obtain, at its own cost and expense, a construction bond from the contractor responsible for constructing the Drainage and Detention Facilities (the "Contractor") issued by a commercial bond issuer to ensure the completion of the Drainage and Detention Facilities in accordance with and meeting reasonable customary standards for the construction of similar projects in Fort Bend County, Texas. The County must submit a copy of the bond to the Owner prior to commencing construction of the Drainage and Detention Facilities.

(g) Indemnity. Prior to the commencement of the construction of the Drainage and Detention Facilities, the County shall cause the Contractor to enter into an agreement for the benefit of the Owner, pursuant to which such Contractor shall indemnify and hold Owner harmless from and against any and all actual liens, claims, losses, damages, causes of action, suits and liability (including attorney's fees and court costs), arising out of or resulting from the Contractor's or its subcontractors, agents or consultant's acts and omissions relating to the construction of the Drainage and Detention Facilities, including, without limitation, faulty construction, and injury to or death of persons or damage to property; provided, however, that the foregoing indemnity and hold harmless obligations do not apply to any loss, liability, cost or expense of the extent directly arising from or related to the gross negligence or willful misconduct of the Owner.

(h) Warranties. Prior to the commencement of the construction of the Drainage and Detention Facilities, the County shall cause the Contractor to name the Owner and its successors and assigns as an intended beneficiary of all warranties provided to the County for products, services and work associated with the construction of the Drainage and Detention Facilities.

(i) Insurance. Prior to the commencement of the construction of the Drainage and Detention Facilities, the County shall provide to the Owner (or shall cause Contractor to provide to the Owner) a certificate of commercial general liability insurance coverage with limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate, naming the Owner as an additional loss payee.

3. Maintenance of Drainage and Detention Facilities.

(a) The County shall maintain all portions of the Drainage and Detention Facilities during construction at its own cost and expense, except as set forth in Section 3(b) below; and

(b) Upon completion and final acceptance of the Drainage and Detention Facilities, the Owner shall maintain all portions of the Drainage and Detention Facilities constructed within the Drainage and Detention Easement at its own cost and expense (subject to any warranty, bond or indemnity made by the Contractor) in accordance with commercially reasonable standards until the Drainage and Detention Facilities are conveyed from the Owner to the District, whereupon the District shall be responsible for the maintenance of the Drainage and Detention Facilities at its own cost and expense.

(c) The maintenance obligations of the County and the Owner hereunder shall include the obligation to maintain required electrical services to operate the Drainage and Detention Facilities.

4. Pipeline Abandonment. The Owner agrees to coordinate with SemGroup to process an abandonment of the pipeline easement and removal of the pipeline through the Project right of way limits and Drainage and Detention Facilities.

5. Correction Donation Deed. Concurrently with the execution and delivery by the Parties of this Agreement, the Parties shall execute and deliver the Correction Donation Deed, whereupon it shall be recorded in the Official Public Records of Fort Bend County, Texas.

6. Disclaimer/Waiver of Damages/Liability

(a) Except as otherwise explicitly set forth herein (such as, without limitation, the provision of Sections 2(g), (h) and (i), the Owner acknowledges and agrees that the County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, Contractors, subcontractors and/or designees, in connection with the construction of the Drainage and Detention Facilities, in whole or in part.

(b) The Owner acknowledges and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner resulting, in whole or in part, directly or indirectly, from County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(c) The County acknowledges and agrees that the Owner shall in no way be liable for any damages, if any, which may be sustained by the County resulting, in whole or in part, directly or indirectly, from Owner's failure to complete its

responsibilities stated herein by any certain date and/or as set forth in this Agreement.

(d) The Owner hereby releases County, its officers, agents, representatives and employees (but not the Contractors, subcontractors, engineers, and their respective officers, agents, representatives and employees), from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of the Drainage and Detention Facilities and/or any other act and/or omission relating, directly or indirectly, to the Drainage and Detention Facilities, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees.

**7. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE MADE BY THE OWNER TO THE COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;
- (III) NUISANCE; AND/OR
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(b) OWNER RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Default. The Parties have entered into this 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 Agreement, each Party will be entitled to seek any remedy available to them at law or in equity except as otherwise set forth herein.

9. Miscellaneous.

(a) Notice. Any notice required to be sent under this 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:

UDFLOF Tuscany Lakes, LP  
Attention: Joe Goggans,  
Jeff Gilpatrick and Brandon Jester  
1301 Municipal Way, Suite 200  
Grapevine, Texas 76051

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that upon the sale, transfer or conveyance of Phase 1 of the Owner's Land or any other tract, parcel or phase of the

Owner's Land, the Owner may, at its option, partially assign this Agreement to the assignee without the prior written consent of the County.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This 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 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 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 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 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 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 Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this 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 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this 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 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 Agreement.

(m) Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this 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 Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

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

EXHIBITS

Exhibit A	Owner's Land
Exhibit B	Form of Drainage and Detention Easement
Exhibit C	Form of Correction Donation Deed

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

FORT BEND COUNTY:

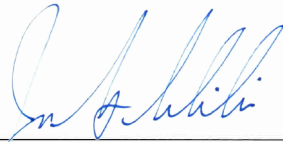
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

Approved:



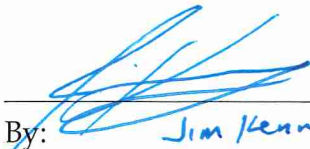
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

OWNER:

UDFLOF Tuscany Lakes, LP,  
a Delaware limited partnership

By:   
\_\_\_\_\_  
Jim Kenney  
Vice President

# EXHIBIT A

Owner's Land

*(See attached)*



# EXHIBIT B

## FORM OF DRAINAGE AND DETENTION EASEMENT

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

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

### **DRAINAGE AND DETENTION EASEMENT**

THAT UDFLOF Tuscany Lakes, LP, a Delaware limited partnership, (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, its successors and assigns (the “County”), Fort Bend County Municipal Utility District No. 168 (the “District”), and UDFLOF Tuscany Lakes LP, (each a “Grantee”, and together the “Grantees”), a permanent and perpetual non-exclusive easement, for the purposes of constructing, at the County’s cost and expense, a detention pond, a conveyance pipe, a culvert crossing, a storm water pump station, and an outfall, including, but not limited to, three (3) pumps and energy dissipaters to outfall the detention pond into existing Clear Creek, utility connections, including without limitation, electrical power and telecommunications, and certain ancillary improvements sufficient to accommodate the combined requirements for storm water drainage from both i) the County’s extension of Chimney Rock Road under its Mobility Bond Program and ii) the requirements for developing Phase 1 (as hereinafter defined) of Grantor’s land (collectively, the “Drainage and Detention Facilities”) across, along, over upon and through a portion of that certain tract of land located in Fort Bend County, Texas (the “Drainage and Detention Easement”) as depicted in the Land Title Survey attached hereto as Exhibit “1” and incorporated herein for all purposes. As used herein, the term “Phase 1” shall mean that certain approximate 25 acre tract of land located in Fort Bend County, Texas, as depicted in the survey attached hereto as Exhibit “2” and incorporated herein for all purposes.

Grantee may construct and install the Drainage and Detention Facilities within the Drainage and Detention Easement, at its own cost and expense, and may enter upon the

Drainage and Detention Easement to engage in all activities as may be commercially necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to use the Drainage and Detention Facilities for the disposal of surface waters, rain or any such excess waters related to Phase 1 and the extended portion of Chimney Rock Road, the right to clear and remove trees, growth, shrubbery, vegetation, and other improvements from within the Drainage and Detention Easement, and to bring and operate such equipment thereupon as may be necessary, requisite, convenient or appropriate to effectuate the purposes for which the Easement is granted.

Grantor reserves the right to enter upon the Drainage and Detention Easement, Grantor or the District shall maintain and operate the Drainage and Detention Facilities within the Drainage and Detention Easement upon completion of construction by the Grantee.

#### Maintenance

(a) The County shall maintain all portions of the Drainage and Detention Facilities during construction at its own cost and expense, except as set forth in Section 3(b) below; and

(b) Upon completion and final acceptance of the Drainage and Detention Facilities, the Grantor shall maintain all portions of the Drainage and Detention Facilities constructed within the Drainage and Detention Easement at its own cost and expense (subject to any warranty, bond or indemnity made by the Contractor) in accordance with commercially reasonable standards until the Drainage and Detention Facilities are conveyed from the Grantor to the District, whereupon the District shall be responsible for the maintenance of the Drainage and Detention Facilities at its own cost and expense.

(c) The maintenance obligations of the County and the Grantor hereunder shall include the obligation to maintain required electrical services to operate the Drainage and Detention Facilities.

This conveyance is further made subject to any restrictions, covenants, easements, rights-of-way, liens, encumbrances and mineral or royalty reservations or interests affecting the Drainage and Detention Easement and appearing of record in the Official Records of Fort Bend County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein; provided, however, Grantors will not enforce said items and matters, to the extent that it has the ability to enforce any of said items or matters, in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Easement granted herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Easement for the said purposes, together with all and singular the rights and appurtenances thereto in any wise belonging, including all necessary rights of ingress, egress, and regress, unto said Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said Easement, and other rights described herein unto Grantee, its successors and assigns, by, through, or under Grantor, but not otherwise.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns. Accordingly, should fee simple title to the Drainage and Detention Easement be sold, granted, or conveyed at any time subsequent to the date of this instrument, then any subsequent fee simple title owner of the Drainage and Detention Easement shall acquire all the rights, duties, and obligations of Grantor hereunder.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

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

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

*[Signature pages follow this page.]*

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

**GRANTOR:**

UDFLOF Tuscany Lakes, LP,  
a Delaware limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

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COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ of UDFLOF Tuscany Lakes, LP, a Delaware limited partnership, on behalf of said limited partnership.

(NOTARY SEAL)

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

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

**GRANTEE:**

Fort Bend County, Texas

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by KP George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

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

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

**GRANTEE:**

UDFLOF Tuscany Lakes, LP,  
a Delaware limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

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COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ of UDFLOF Tuscany Lakes, LP, a Delaware limited partnership, on behalf of said limited partnership.

(NOTARY SEAL)

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

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

**GRANTEE:**

Fort Bend County Municipal Utility District No.  
168

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ of Fort Bend County Municipal Utility District No. 168 on behalf of said District.

(NOTARY SEAL)

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

After Recording Return to:  
Fort Bend County Engineering  
301 Jackson Street  
Richmond, Texas 77469

**EXHIBIT 1 TO DRAINAGE AND DETENTION EASEMENT**

**EASEMENT LAND**

*(See attached)*

County: Fort Bend  
Project: McHard at Chimney Rock Drainage 2  
M&B No: 20-099  
CS Job No: 20057

**METES AND BOUNDS DESCRIPTION OF 0.3921 ACRE**

Being a tract of land containing 0.3921 acre (17,080 square feet), located in the Thomas Hobermaker Survey, Abstract 191, in Fort Bend County, Texas; Said 0.3921 acre tract being out of the remainder of a called 607.3245 acre tract of land recorded in the name of UDFLOF Tuscany lakes, L.P. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2008130668; Said 0.3921 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

**COMMENCING**, at a 5/8-inch capped iron rod found at the northeast corner of said remainder tract, same being the southeast corner of the remainder of a called 665.417 acre tract of land recorded in the name of William Carlos Morris, III, Sharon Kay Morris, Morris Children Charitable Remainder Unitrust in F.B.C.C.F. No. 8667218, on the west line of a called 13.4102 acre (per tax records) tract of land recorded in the name of Mary S. Fischer, Trustee and William Robert Brown in F.B.C.C.F. No.(s) 2016002369 and 2016002370;

**THENCE**, South 02° 27' 37" East, with the line common to said 607.3245 acre remainder tract with said 13.4102 acre tract, a distance of 147.70 feet to a 5/8-inch capped iron rod found at an angle point;

**THENCE**, through and across said 607.3245 acre remainder tract, the following three (3) courses:

1. South 62° 09' 09" West, a distance of 812.56 feet to a 5/8-inch capped iron rod found at an angle point;
2. South 02° 30' 28" East, a distance of 262.30 feet to the northeast corner and **POINT OF BEGINNING** of the herein described tract;
3. South 02° 30' 28" East, a distance of 23.22 feet to a point for the southeast corner of the herein described tract, from which the northwest corner of a called 29.339 acre tract of land recorded in the name of WXYZ, Inc., in Volume 2090, Page 2058, of the Fort Bend County Deed Records, bears South 02° 30' 28" East, a distance of 107.04 feet;

**THENCE**, continuing through and across said 607.3245 acre remainder tract, the following two (2) courses:

1. South 56° 57' 30" West, a distance of 155.83 feet to an angle point;

2. South 87° 29' 32" West, a distance of 701.36 feet to a point on an east line of a called 15.65 acre tract of land recorded in the name of Fort Bend County, Texas, in F.B.C.C.F. No. 2018083553, for the southwest corner of the herein described tract;

**THENCE**, North 17° 24' 28" East, with an east line of said 15.65 acre tract, a distance of 21.27 feet to a point for the northwest corner of the herein described tract;

**THENCE**, continuing through and across said 607.3245 acre remainder tract, the following two (2) courses:

1. North 87° 29' 32" East, a distance of 688.66 feet to an angle point;
2. North 56° 57' 30" East, a distance of 162.16 feet to the **POINT OF BEGINNING** and containing 0.3921 acre (17,080 square feet) of land.

An Exhibit Map of the herein described tract was prepared in conjunction with and accompanies this description.



Chris Rhodes, R.P.L.S.  
Texas Registration Number 6532

CIVIL-SURV LAND SURVEYING, LC  
PH: (713) 839-9181  
April 23, 2020



REMAINDER OF A CALLED 665.417 ACRES  
WILLIAM CARLOS MORRIS, III, SHARON KAY  
MORRIS, MORRIS CHILDREN CHARITABLE  
REMAINDER UNITRUST  
F.B.C.C.F. No. 8667218

CALLED 1,207 ACRES  
MORRIS CORNERS COLLECTION,  
F.B.C.C.F. No. 201602955

REMAINDER OF A CALLED  
665.417 ACRES  
WILLIAM CARLOS MORRIS, III,  
SHARON KAY MORRIS, MORRIS CHILDREN  
CHARITABLE REMAINDER UNITRUST  
F.B.C.C.F. No. 8667218

P.O.C.  
FND. 5/8" CLR.

## LEGEND

F.B.C.C.F.	= FORT BEND COUNTY CLERK'S FILE
F.B.C.D.R.	= FORT BEND COUNTY DEED RECORDS
No.	= NUMBER
PC.	= PAGE
R.O.W.	= RIGHT OF WAY
S.F.	= SQUARE FEET
VOL.	= VOLUME
P.O.B.	= POINT OF BEGINNING
FND.	= FOUND
C.I.R.	= CAPPED IRON ROD
H.L.&P.	= HOUSTON LIGHTING AND POWER
○	= FOUND 5/8" CAPPED IRON ROD

SCALE: 1"=200'

REMAINDER OF A CALLED  
607.3245 ACRES  
UDFLOF TUSCANY LAKES, L.P.  
F.B.C.C.F. No. 2008130668

S 62°09'09" W 812.56'

13.4102 ACRES (TAX RECORDS)  
MARY S. FISCHER, TRUSTEE AND  
WILLIAM ROBERT BROWN  
F.B.C.C.F. No.(a) 2016002369 &  
F.B.C.C.F. No.(a) 2016002370

REMAINDER OF A CALLED  
607.3245 ACRES  
UDFLOF TUSCANY LAKES, L.P.  
F.B.C.C.F. No. 2008130668

S 02°30'28" E  
262.30'

P.O.B.

S 02°30'28" E 107.04'

SHEET 3  
SHEET 4

0.3921 ACRE  
17,080 SQUARE FEET

CALLLED 29,339 ACRES  
WXYZ, INC.  
VOL. 2090, PG. 2058,  
F.B.C.D.R.

## NOTE:

1. THE BEARINGS SHOWN HEREON ARE  
BASED ON THE TEXAS COORDINATE  
SYSTEM OF 1983, SOUTH CENTRAL  
ZONE.

2. A METES AND BOUNDS DESCRIPTION  
OF EVEN DATE HAS BEEN PREPARED IN  
CONJUNCTION WITH AND ACCOMPANIES  
THIS EXHIBIT.

REMAINDER OF A CALLED  
607.3245 ACRES  
UDFLOF TUSCANY LAKES, L.P.  
F.B.C.C.F. No. 2008130668

2059 WESTOFFICE DRIVE, SUITE #100  
HOUSTON, TEXAS 77042

**Civil-Surv**  
Land Surveying, LLC

OFFICE: (713) 839-9181

TBPLS No. 10143800

Email: michael@civil-surv.net

## 0.3921 ACRE EXHIBIT

BEING OUT OF THE REMAINDER OF A CALLED  
607.3245 ACRE TRACT OF LAND RECORDED IN THE  
NAME OF UDFLOF TUSCANY LAKES, L.P. IN F.B.C.C.F.  
No. 2008130668, IN THE

THOMAS HOBERMAKER SURVEY  
ABSTRACT NO. 191

FORT BEND COUNTY, TEXAS JOB#: 20057 APRIL 23, 2020

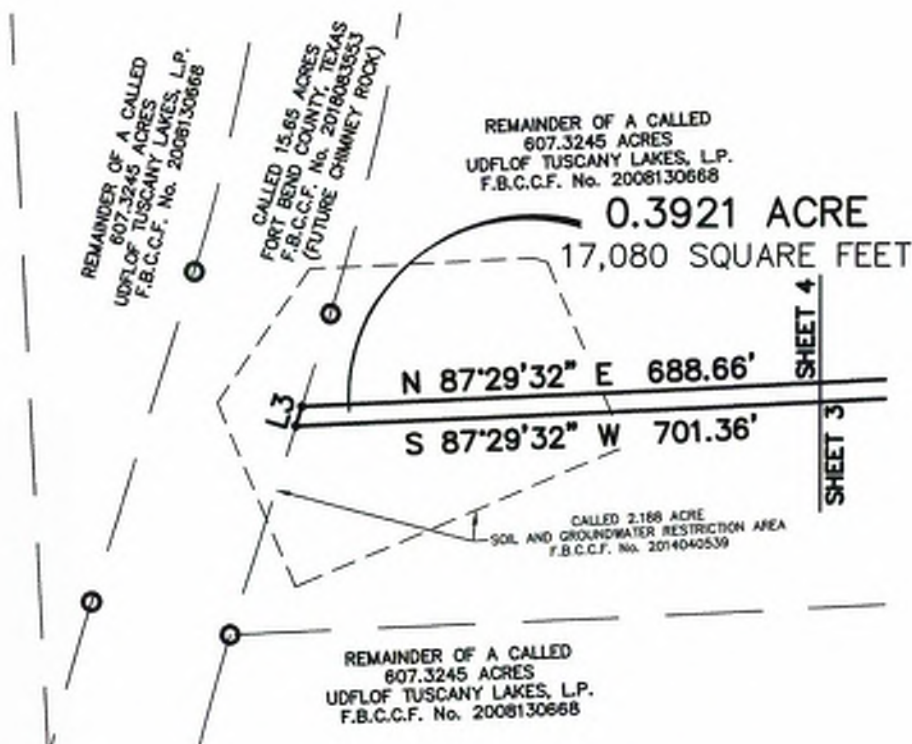
## LEGEND

F.B.C.C.F.	= FORT BEND COUNTY CLERK'S FILE
F.B.C.D.R.	= FORT BEND COUNTY DEED RECORDS
No.	= NUMBER
PG.	= PAGE
R.O.W.	= RIGHT OF WAY
S.F.	= SQUARE FEET
VOL.	= VOLUME
P.O.B.	= POINT OF BEGINNING
FND.	= FOUND
C.I.R.	= CAPPED IRON ROD
H.L.&P.	= HOUSTON LIGHTING AND POWER
○	= FOUND 5/8" CAPPED IRON ROD

## LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S 2°30'28" E	23.22'
L2	S 56°57'30" W	155.83'
L3	N 17°24'28" E	21.27'
L4	N 56°57'30" E	162.16'

SCALE: 1"=200'



## NOTE:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS EXHIBIT.



## 0.3921 ACRE EXHIBIT

BEING OUT OF THE REMAINDER OF A CALLED  
607.3245 ACRE TRACT OF LAND RECORDED IN THE  
NAME OF UDFLOF TUSCANY LAKES, L.P. IN F.B.C.C.F.  
No. 2008130668, IN THE

THOMAS HOBERMAKER SURVEY  
ABSTRACT NO. 191

FORT BEND COUNTY, TEXAS JOB#: 20057 APRIL 23, 2020

County: Fort Bend  
Project: McHard at Chimney Rock Detention  
M&B No: 20-097  
CS Job No: 20057

**METES AND BOUNDS DESCRIPTION OF 9.550 ACRES**

Being a tract of land containing 9.550 acres, located in the Thomas Hobermaker Survey, Abstract 191, in Fort Bend County, Texas; Said 9.550 acre tract being out of the remainder of a called 607.3245 acre tract of land recorded in the name of UDFLOF Tuscany lakes, L.P. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2008130668; Said 9.550 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

**COMMENCING**, at a 5/8-inch capped iron rod found at the northeast corner of said remainder tract, same being the southeast corner of the remainder of a called 665.417 acre tract of land recorded in the name of William Carlos Morris, III, Sharon Kay Morris, Morris Children Charitable Remainder Unitrust in F.B.C.C.F. No. 8667218, on the west line of a called 13.4102 acre (per tax records) tract of land recorded in the name of Mary S. Fischer, Trustee and William Robert Brown in F.B.C.C.F. No.(s) 2016002369 and 2016002370;

**THENCE**, with the line common to said 607.3245 acre remainder tract with said 13.4102 acre tract, the following two (2) courses:

1. South 02° 27' 37" East, a distance of 147.70 feet to a 5/8-inch capped iron rod found at the northeast corner and **POINT OF BEGINNING** of the herein described tract;
2. South 02° 27' 37" East, a distance of 740.93 feet to a point at the southwest corner of said 13.4102 acre tract, on the north line of a called 29.339 acre tract of land recorded in the name of WXYZ, Inc., in Volume 2090, Page 2058, of the Fort Bend County Deed Records, for the southeast corner of the herein described tract;

**THENCE**, South 87° 32' 23" West, with the north line of said 29.339 acre tract, a distance of 733.77 feet to a point at the northwest corner of said 29.339 acre tract, for the southwest corner of the herein described tract;

**THENCE**, through and across said 607.3245 acre remainder tract, the following two (2) courses:

1. North 02° 30' 28" West, a distance of 392.56 feet to a 5/8-inch capped iron rod found for the northwest corner of the herein described tract;

2. North 62° 09' 09" East, a distance of 812.56 feet to the **POINT OF BEGINNING** and containing 9.550 acres of land.

An Exhibit Map of the herein described tract was prepared in conjunction with and accompanies this description.



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Chris Rhodes, R.P.L.S.  
Texas Registration Number 6532



CIVIL-SURV LAND SURVEYING, LC  
PH: (713) 839-9181  
April 23, 2020

REMAINDER OF A CALLED 665.417 ACRES  
WILLIAM CARLOS MORRIS, III, SHARON KAY  
MORRIS, MORRIS CHILDREN CHARITABLE  
REMAINDER UNITRUST  
F.B.C.C.F. No. 9867218

CALLED T.207 ACRES  
MORRIS CORNERS COLLECTION,  
F.B.C.C.F. No. 201802955

REMAINDER OF A CALLED  
665.417 ACRES  
WILLIAM CARLOS MORRIS, III,  
SHARON KAY MORRIS, MORRIS CHILDREN  
CHARITABLE REMAINDER UNITRUST  
F.B.C.C.F. No. 9867218

S 02°27'37" E 147.70'

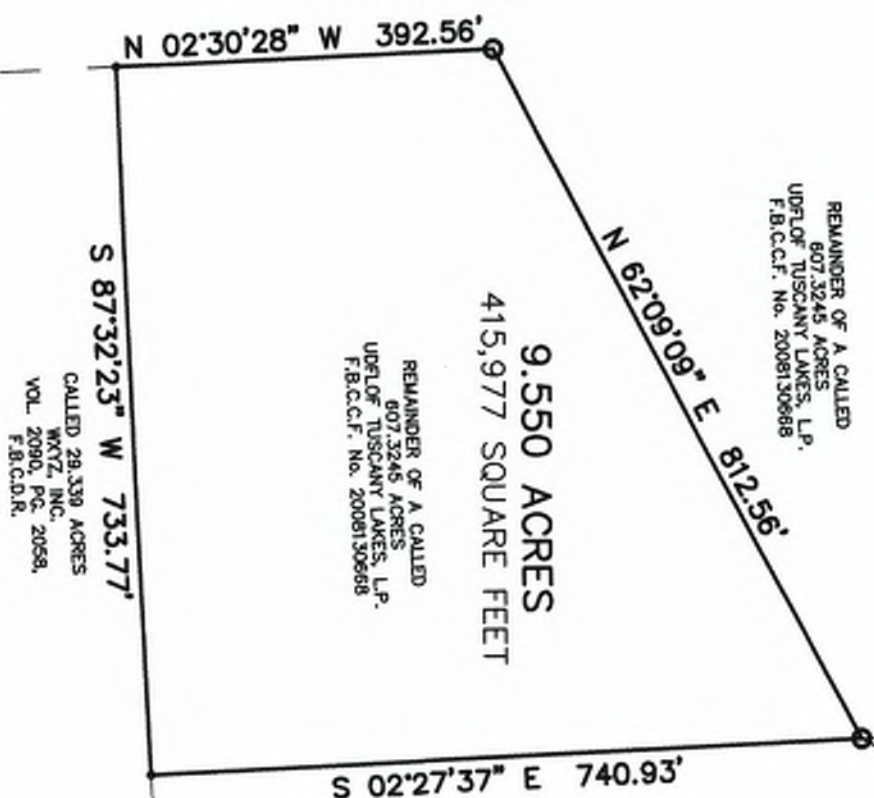
P.O.B.  
FND. 5/8" CLR.

P.O.B.  
FND. 5/8" CLR.

REMAINDER OF A CALLED  
607.3245 ACRES  
UDFLOF TUSCANY LAKES, L.P.  
F.B.C.C.F. No. 2008130668

13.4102 ACRES (TAX RECORDS)  
MARY S. FISCHER, TRUSTEE AND  
WILLIAM ROBERT BROWN  
F.B.C.C.F. No.(s) 2016002369 &  
2016002370

SCALE: 1"=200'



9.550 ACRES  
415,977 SQUARE FEET

REMAINDER OF A CALLED  
607.3245 ACRES  
UDFLOF TUSCANY LAKES, L.P.  
F.B.C.C.F. No. 2008130668

CALLLED 29.339 ACRES  
WATZ, INC.  
VOL. 2090, PG. 2058,  
F.B.C.D.R.

REMAINDER OF A CALLED  
607.3245 ACRES  
UDFLOF TUSCANY LAKES, L.P.  
F.B.C.C.F. No. 2008130668

**9.550 ACRE EXHIBIT**

BEING OUT OF THE REMAINDER OF A CALLED  
607.3245 ACRE TRACT OF LAND RECORDED IN THE  
NAME OF UDFLOF TUSCANY LAKES, L.P. IN F.B.C.C.F.  
No. 2008130668, IN THE

**THOMAS HOBERMAKER SURVEY**  
**ABSTRACT NO. 191**

FORT BEND COUNTY, TEXAS JOB# 20057 APRIL 23, 2020

10590 WESTOFFICE DRIVE, SUITE #100  
HOUSTON, TEXAS 77042

**Civil-Surv**  
Land Surveying, LLC

OFFICE: (713) 839-9181  
TBRPLS No. 10143800  
Email: mlchoe@civl-surr.net

- NOTE:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
  2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS EXHIBIT.

**LEGEND**

F.B.C.C.F.	—	FORT BEND COUNTY CLERK'S FILE
F.B.C.D.R.	—	FORT BEND COUNTY DEED RECORDS
No.	—	NUMBER
Pg.	—	PAGE
R.O.W.	—	RIGHT OF WAY
S.F.	—	SQUARE FEET
VOL.	—	VOLUME
P.O.B.	—	POINT OF BEGINNING
FND.	—	FOUND
CLR.	—	CAPPED IRON ROD
H.L.BP.	—	HOUSTON LIGHTING AND POWER
○	—	FOUND 5/8" CAPPED IRON ROD

**EXHIBIT 2 TO DRAINAGE AND DETENTION EASEMENT**

**PHASE 1 LAND**

*(See attached)*

County: Fort Bend  
Project: McHard at Chimney Rock  
M&B No: 20-095  
CS Job No: 20057

**METES AND BOUNDS DESCRIPTION OF 25.000 ACRES**

Being a tract of land containing 25.000 acres, located in the Thomas Hobermaker Survey, Abstract 191, in Fort Bend County, Texas; Said 25.000 acre tract being all of a called 1.220 acre tract of land recorded in the name of UDFLOF Tuscany Lakes, L.P. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 201802954 and out of the remainder of a called 607.3245 acre tract of land recorded in the name of UDFLOF Tuscany lakes, L.P. in F.B.C.C.F. No. 2008130668; Said 25.000 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

**BEGINNING**, at a 5/8-inch capped iron rod found at the northeast corner of said 1.220 acre tract on the north line of the remainder of a called 665.417 acre tract of land recorded in the name of William Carlos Morris, III, Sharon Kay Morris, and the Morris Children Charitable Remainder Unitrust in F.B.C.C.F. No. 8667218 and being on the south Right-of-Way (R.O.W.) line of F.M. 2234 (width varies per F.B.C.C.F. No. 2017086603);

**THENCE**, with the east lines of said 1.220 acre tract and said 665.417 acre remainder tract, the following four (4) courses;

1. 10.45 feet along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 17° 06' 23", and a chord that bears South 78° 27' 32" West, a distance of 10.41 feet to a 5/8-inch capped iron rod found at an angle point;
2. South 43° 30' 22" West, a distance of 31.12 feet to a 5/8-inch capped iron rod found at the beginning of a curve to the left;
3. 12.28 feet along the arc of said curve to the left, having a radius of 35.00 feet, a central angle of 20° 06' 38", and a chord that bears South 07° 03' 04" West, a distance of 12.22 feet to a 5/8-inch capped iron rod found at a point of tangency;
4. South 03° 00' 15" East, a distance of 839.69 feet to a 5/8-inch capped iron rod found at the southeast corner of said 1.220 acre tract and a north line of said remainder 607.3245 acre remainder tract;

**THENCE**, North  $86^{\circ} 58' 42''$  East, with a north line of said 607.3245 acre remainder tract and the south lines of said 665.417 acre remainder tract and a called 1.207 acre tract of land recorded in the name of Morris Corners Collection, Ltd. In F.B.C.C.F. No. 201802955, a distance of 964.09 feet to a 5/8-inch capped iron rod found at the northeast corner of said 607.3245 acre remainder tract on the west line of a called 13.4102 acre tract of land (per tax records) recorded in the name of Mary S. Fischer, Trustee and William Robert Brown in F.B.C.C.F. No.(s) 2016002369 and 2016002370, for the easterly northeast corner of the herein described tract;

**THENCE**, South  $02^{\circ} 27' 37''$  East, with the line common to said 607.3245 acre remainder tract and said 13.4102 acre tract, a distance of 147.70 feet to a 5/8-inch capped iron rod found at an angle point;

**THENCE**, through and across said 607.3245 acre remainder tract, the following three (3) courses:

1. South  $62^{\circ} 09' 09''$  West, a distance of 812.56 feet to a 5/8-inch capped iron rod found at an angle point;
2. South  $02^{\circ} 30' 28''$  East, at a distance of 392.56 feet pass the northwest corner of a called 29.339 acre tract of land recorded in the name of WXYZ, Inc., in Volume 2090, Page 2058, of the Fort Bend County Deed Records, continuing with the west line of said 29.339 acres a total distance of 578.99 feet to a 5/8-inch capped iron rod found for the southeast corner of the herein described tract;
3. South  $87^{\circ} 29' 32''$  West, a distance of 913.22 feet to a 5/8-inch capped iron rod found on an east line of a called 15.65 acre tract of land recorded in the name of Fort Bend County, Texas, in F.B.C.C.F. No. 2018083553, for the southwest corner of the herein described tract;

**THENCE**, with the lines common to said 607.3245 acre remainder tract and said 15.65 acre tract, the following three (3) courses:

1. North  $17^{\circ} 24' 28''$  East, a distance of 350.26 feet to a 5/8-inch capped iron rod found at the beginning of a curve to the left;
2. 738.98 feet along the arc of said curve to the left, having a radius of 2,075.00 feet, a central angle of  $20^{\circ} 24' 18''$ , and a chord that bears North  $07^{\circ} 12' 18''$  East, a distance of 735.08 feet to a 5/8-inch capped iron rod found at a point of tangency;
3. North  $02^{\circ} 59' 51''$  West, a distance of 6.58 feet to a 5/8-inch capped iron rod found on a north line of said 607.3245 acre remainder tract, at the southwest corner of a called 575 square feet tract of land recorded in the name of Morris Corners Collection, Ltd., in F.B.C.C.F. No. 201802955, for the westerly northwest corner of the herein described tract;

**THENCE**, North 86° 58' 42" East, with the line common to said 607.3245 acre remainder tract and said 575 square feet tract, a distance of 380.44 feet to a 5/8-inch capped iron rod found at the southwest corner of aforesaid said 1.220 acre tract and the southeast corner of said 575 square feet tract;

**THENCE**, with the west lines of said 1.220 acre tract and the east lines of said 575 square feet tract and said 607.3245 acre remainder tract, the following four (4) courses:

1. North 03° 00' 15" West, a distance of 841.16 feet to a 5/8-inch capped iron rod found at the beginning of a curve to the left;
2. 12.65 feet along the arc of said curve to the left, having a radius of 35.00 feet, a central angle of 20° 42' 03", and a chord that bears North 13° 21' 17" West, a distance of 12.58 feet to a 5/8-inch capped iron rod found at an angle point;
3. North 46° 29' 38" West, a distance of 27.11 feet to a 5/8-inch capped iron rod found at the beginning of a to the left;
4. 14.48 feet along the arc of said curve to the left, having a radius of 35.00 feet, a central angle of 23° 42' 18", and a chord that bears North 81° 08' 08" West, a distance of 14.38 feet to a 5/8-inch capped iron rod found at the northwest corner of said 1.220 acre tract on the south R.O.W. line of said F.M. 2234;

**THENCE**, North 87° 00' 43" East, with the north line of said 1.220 acre tract and the south R.O.W. line of said F.M. 2234, a distance of 130.00 feet to the **POINT OF BEGINNING** and containing 25.000 acres of land.

A Land Title Survey of the herein described tract was prepared in conjunction with and accompanies this description.

---

Michael Hall, R.P.L.S.  
Texas Registration Number 5765

CIVIL-SURV LAND SURVEYING, LC  
PH: (713) 839-9181  
April 23, 2020





same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances"); provided, that the public use of said Property shall be effective only upon the recording of a plat in the Official Public Records of Fort Bend County, Texas designating such public use.

This conveyance is made subject to the reservation hereby made by Grantor, for the benefit of Grantor, its successors and assigns, of non-exclusive rights of ingress and egress across the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever without express or implied warranty of any kind. All warranties that might arise by common law, as well as the warranties in Section 5.023 of the Texas Property Code (or its successor), are excluded. Grantor makes no warranty, express or implied, as to the Property conveyed hereby whatsoever. Grantor shall not be responsible or liable for any costs or expenses of any kind or nature incurred by Grantee or its successors or assigns associated with the Property including, without limitation, the construction of improvements thereon or for the benefit thereof or in respect access to, or ingress or egress over, the Property.

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

In addition to the rights of ingress and egress with respect to the Property, which rights are reserved by Grantor as stated above, Grantee agrees to permit Grantor, its successors and assigns, to connect any public and private roadways and/or driveways within Grantor's adjacent land to the Chimney Rock Road extension; provided, that Grantor's construction of improvements to connect to Chimney Rock Road will meet the County's standards. Notwithstanding anything to the contrary contained herein, Grantor, its successors and assigns, are not responsible for any cost or expense in connection with the construction, design and any other costs or expenses related to any phase of Chimney Rock Road.

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

*This Correction Donation Deed is given for the purpose of, among other things, evidencing that the conveyance evidenced hereby is made for public use and enjoyment of the Property as and for a public street or road, together with the electrical power and telecommunications, gas, water, sanitary and storm sewer lines constructed thereunder (if any), and for no other use or purpose whatsoever, provided, that the public use of said Property shall be effective upon the recording of a plat in the Official Public Records of Fort Bend County, Texas designating such public use, and that such purpose should have been included in the Donation Deed dated June 27, 2018, recorded on July 26, 2018 under Document Number 2018083553 of the Official Public Records of Fort Bend County, Texas. This Correction Donation Deed amends and restates the Donation Deed in*

*its entirety, and the provisions contained in this Correction Donation Deed supersede and replace all provisions to the contrary in the Donation Deed.*

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, to be effective for all purposes as of June 27, 2018.

**GRANTOR:**

UDFLOF Tuscany Lakes, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, \_\_\_\_\_, on behalf of UDFLOF Tuscany Lakes, L.P.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED and ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_,  
2020, to be effective for all purposes as of June 27, 2018.

**GRANTEE:**

Fort Bend County, Texas

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020 by KP George, County Judge of Fort Bend County, Texas.

(NOTARY SEAL)

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

Attachments:

Exhibit A - Legal Description of the Property

After Recording Return to:  
Fort Bend County Engineering  
Attn: Sandy Garza  
301 Jackson Street  
Richmond, Texas 77469

**EXHIBIT A TO CORRECTION DONATION DEED**

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION**  
**15.65 ACRES (681,874 SQ. FT.)**  
**OUT OF CALLED 607.3245 ACRE TRACT**  
**T. HOBERMAKER SURVEY, A-191**  
**FORT BEND COUNTY, TEXAS**

Being a tract or parcel of land containing 15.65 acres (681,874 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 15.65 acre tract being out of that certain tract called 607.3245 acres conveyed to UDFLOF TUSCANY LAKES, L.P., by special warranty deed dated December 15, 2008, recorded in Fort Bend County Clerk's File No. 2008130668, of the Official Public Records of Fort Bend County, Texas, said 15.65 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

BEGINNING at a 5/8-inch iron rod with a Tejas cap (X=3,087,429.18; Y=13,777,170.99; surface, feet) set in the proposed southerly right-of-way line of F. M. 2234 (width varies) at it's intersection with the westerly line of said 607.3245 acre tract and the easterly line of the westerly residue of certain tract called 655.417 acres conveyed to THE WILLIAM CARLOSS MORRIS, III, SHARON KAY MORRIS AND MORRIS CHILDREN CHARITABLE REMAINDER UNITRUST by special warranty deed dated December 24, 1986, recorded in Vol. 1907, Pg. 1381, of the Official Public Records of Fort Bend County, Texas, being the most southerly southwest corner of that certain tract called 0.2476 acre Parcel 22B Part 1, conveyed to The State of Texas, described in Fort Bend County Clerk's File No. 2015094417 of the Official Records of Fort Bend County, Texas, being also the southeast corner of that certain tract called 1.027 acre Parcel 22A, described in Fort Bend County Clerk's File No. 2015103684 of the Official Records of Fort Bend County, Texas, for the northwest corner of the herein described 15.65 acre tract in the proposed westerly right-of-way line of Chimney Rock Road, from which a found TxDOT aluminum disk bears S87°34'27"W, 1.88 feet;

THENCE North 87°01'23" East along the proposed southerly right-of-way line of said F.M. 2234, a distance of 134.21 feet (called 139.06') to a 5/8-inch iron rod with a Tejas cap set at an intersect with the easterly line of said 607.3245 acre tract, being also the westerly line of the easterly residue of said 655.417 acre tract, for the most southerly southeast corner of said 0.2476 acre Parcel 22B Part 1, being also the southwest corner of that certain tract called 1.536 acre Parcel 22C, described in Fort Bend County Clerk's File No. 2015104000 of the Official Public Records of Fort Bend County, Texas, in the proposed easterly right-of-way line of said Chimney Rock Road, from which a found TxDOT aluminum disk bears N87°01'23"E, 2.84 feet;

THENCE in a southwesterly direction, a distance of 31.16 feet along the easterly line of said 607.3245 acre tract and the westerly line of the easterly residue of said 655.417 acre tract, being the proposed easterly right-of-way line of said Chimney Rock Road, following the arc of a curve

to the left, having a radius of 25.00 feet and a central angle of 71°24'38" (Ch=S32°42'27"W, 29.18 feet) to a 5/8-inch iron rod with a Tejas cap set for a point of tangency;

THENCE South 02°59'52" East (called S00°10'30"E) along the east line of said 607.3245 acre tract and the westerly line of the easterly residue of said 655.417 acre tract, being the proposed easterly right-of-way line of said Chimney Rock Road, a distance of 850.65 feet to a 5/8-inch iron rod with a Tejas cap set for an interior corner of said 607.3245 acre tract and the herein described parcel, being a southwest corner of the easterly residue of said 655.417 acre tract;

THENCE North 87°00'08" East (called N89°49'30"E) along a north line of said 607.3245 acre tract and the southerly line of the easterly residue of said 655.417 acre tract, being the proposed easterly right-of-way line of said Chimney Rock Road, a distance of 25.00 feet to a 5/8-inch iron rod with a Tejas cap set for a northeasterly corner of the herein described parcel;

THENCE crossing said 607.3245 acre tract along the proposed easterly right-of-way line of said Chimney Rock Road, the following six courses and distances:

South 02°59'52" East, a distance of 8.05 feet to 5/8-inch iron rod with a Tejas cap set for a point of curvature;

In a southerly direction, a distance of 738.98 feet, following the arc of a curve to the right, having a radius of 2,075.00 feet and a central angle of 20°24'19" (Ch=S07°12'17"W, 735.08 feet) to a 5/8-inch iron rod with a Tejas cap set for a point of tangency;

South 17°24'27" West, a distance of 360.35 feet to 5/8-inch iron rod with a Tejas cap set for a point of curvature;

In a southerly direction, a distance of 679.00 feet, following the arc of a curve to the left, having a radius of 1,925.00 feet and a central angle of 20°12'36" (Ch=S07°18'09"W, 675.49 feet) to a 5/8-inch iron rod with a Tejas cap set for a point of tangency;

South 02°48'09" East, a distance of 2,361.34 feet to 5/8-inch iron rod with a Tejas cap set for a point of curvature;

In a southerly direction, at a distance of 1,033.58 feet, pass a 5/8-inch iron rod with a Tejas cap set for reference, and continue, in all a distance of 1,108.27 feet, following the arc of a curve to the right, having a radius of 2,075.00 feet and a central angle of 30°36'07" (Ch=S12°29'55"W, 1,095.14 feet) to an intersect with the north line of that certain tract called 69.97 acres, conveyed to Sunlake, Ltd., by special warranty deed effective date March 19, 2018, recorded in Fort Bend County Clerk's File No. 2018029236 of the Official Records of Fort Bend County, Texas, for the southeast corner of the herein described parcel located in the waters of the American Canal;

THENCE South  $89^{\circ}45'25''$  West along the north line of said 69.97 acre tract, a distance of 171.87 feet to an intersect with the proposed westerly right-of-way line of said Chimney Rock Road for the southwest corner of the herein described parcel, located in the waters of the American Canal;

THENCE crossing said 607.3245 acre tract along the proposed westerly right-of-way line of said Chimney Rock Road, the following two courses and distances:

In a northerly direction, at a distance of 74.67 feet, pass a 5/8-inch iron rod with a Tejas cap set for reference, and continue, in all a distance of 1,108.98 feet, following the arc of a curve to the left, having a radius of 1,925.00 feet and a central angle of  $33^{\circ}00'28''$  (Ch= $N13^{\circ}42'05''E$ , 1,093.71 feet) to a 5/8-inch iron rod with a Tejas cap set for a point of tangency;

North  $02^{\circ}48'09''$  West, a distance of 142.31 feet to 5/8-inch iron rod with a Tejas cap set at an intersect with the most westerly north line of said 607.3245 acre tract, being the southerly line of that certain tract called 219.441 acres conveyed to Cloverleaf Ranch, LLC by quitclaim deed dated June 22, 2011, recorded in Fort Bend County Clerk's File No. 2011064978 of the Official Public Records of Fort Bend County, Texas, for a northwesterly corner of the herein described parcel;

THENCE North  $87^{\circ}11'24''$  East (called East), along the most westerly north line of said 607.3245 acre tract and the southerly line of said 219.441 acre tract, a distance of 75.00 feet to 5/8-inch iron rod with a Tejas cap set for the interior corner of said 607.3245 acre tract and the herein described parcel, being also the southeast corner of said 219.441 acre tract, from which a found 2-inch iron pipe bears  $S47^{\circ}32'17''E$ , 0.98 feet and a found 5/8-inch iron rod bears  $S65^{\circ}20'34''E$ , 1.46 feet;

THENCE North  $02^{\circ}48'09''$  West (called North), along the westerly line of said 607.3245 acre tract and the easterly line of said 219.441 acre tract, a distance of 2,771.86 feet to 5/8-inch iron rod with a Tejas cap set at an intersect with the proposed westerly right-of-way line of said Chimney Rock Road, for an angle point of the herein described parcel;

THENCE crossing said 607.3245 acre tract along the proposed westerly right-of-way line of said Chimney Rock Road, the following four courses and distances:

In a northerly direction, a distance of 172.32 feet, following the arc of a curve to the right having a radius of 2,075.00 feet and a central angle of  $04^{\circ}45'29''$  (Ch= $N15^{\circ}01'42''E$ , 172.27 feet) to a 5/8-inch iron rod with a Tejas cap set for a point of tangency;

North  $17^{\circ}24'27''$  East, a distance of 360.35 feet to 5/8-inch iron rod with a Tejas cap set for a point of curvature;

In a northerly direction, a distance of 685.56 feet, following the arc of a curve to the left, having a radius of 1,925.00 feet and a central angle of 20°24'19" (Ch=N07°12'17"E, 681.95 feet) to a 5/8-inch iron rod with a Tejas cap set for a point of tangency;

North 02°59'52" West, a distance of 8.05 feet to 5/8-inch iron rod with a Tejas cap set at an intersect with a northerly line of said 607.3245 acre tract, being the southerly line of the westerly residue of said 655.417 acre tract, for a northwesterly corner of the herein described parcel;

THENCE North 87°00'08" East (called N89°49'30"E) along a northerly line of said 607.3245 acre tract, being the southerly line of the westerly residue of said 655.417 acre tract, a distance of 25.00 feet to 5/8-inch iron rod with a Tejas cap set for an interior corner of said 607.3245 acre tract and the herein described parcel, being the southeast corner of the westerly residue of said 655.417 acre tract;

THENCE North 02°59'52" West (called N00°10'30"W) along the most northerly west line of said 607.3245 acre tract, being the proposed westerly right-of-way line of said Chimney Rock Road and being also the easterly line of the westerly residue of said 655.417 acre tract, a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap set for a point of curvature;

THENCE in a northwesterly direction, a distance of 31.31 feet along the westerly line of said 607.3245 acre tract and an easterly line of the westerly residue of said 655.417 acre tract, being the proposed westerly right-of-way line of said Chimney Rock Road, following the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 71°45'53" (Ch=N38°52'48"W, 29.31 feet) to the POINT OF BEGINNING and containing 15.65 acres (681,874 square feet) of land, more or less.

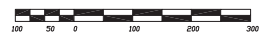
Note: This description is accompanied by a plat of survey of even date herewith. All iron rods set with Tejas caps are stamped with "RPLS 4079".

All distances and coordinates shown hereon are surface. To convert to grid, divide by a scale factor = 1.00013.

TEJAS SURVEYING, INC.  
Firm No. 10031300  
Ph: 281 240-9099  
Job No. 61-1501 Parcel 4 Rev 2  
January 18, 2017  
Revised May 17, 2018



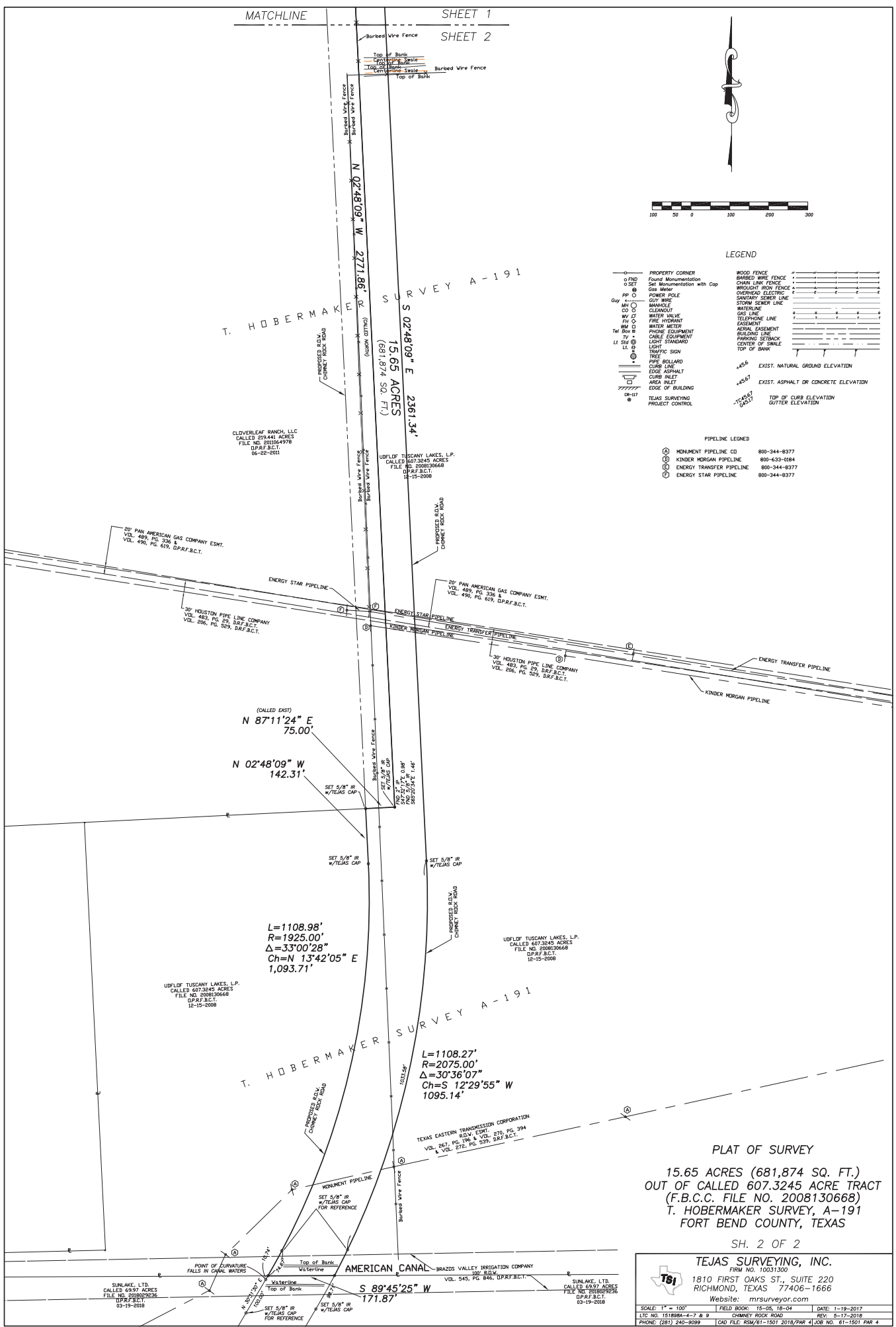




LEGEND

- |       |                                 |      |                     |
|-------|---------------------------------|------|---------------------|
| ○ FND | PROPERTY CORNER                 | ▬▬▬▬ | WOOD FENCE          |
| ○ SET | Found Monumentation with Cap    | ▬▬▬▬ | BARBED WIRE FENCE   |
| ○ SET | Gas Meter                       | ▬▬▬▬ | CHAIN LINK FENCE    |
| ○ PP  | POWER POLE                      | ▬▬▬▬ | WINDMILL IRON FENCE |
| ○ MH  | MANHOLE                         | ▬▬▬▬ | OVERHEAD ELECTRIC   |
| ○ CD  | CONDUIT                         | ▬▬▬▬ | SANITARY SEWER LINE |
| ○ WV  | WATER VALVE                     | ▬▬▬▬ | STORM SEWER LINE    |
| ○ FV  | FIRE HYDRANT                    | ▬▬▬▬ | WATERLINE           |
| ○ WM  | WATER METER                     | ▬▬▬▬ | GAZ LINE            |
| ○ TV  | TELEPHONE                       | ▬▬▬▬ | TELEPHONE LINE      |
| ○ T&E | ENGINE EQUIPMENT                | ▬▬▬▬ | EQUIPMENT           |
| ○ LT  | LIGHT STANDARD                  | ▬▬▬▬ | ASSESSMENT          |
| ○ LT  | TRAFFIC SIGN                    | ▬▬▬▬ | BUILDING LINE       |
| ○     | PIPE BOLLARD                    | ▬▬▬▬ | PARKING SETBACK     |
| ○     | CURB LINE                       | ▬▬▬▬ | CENTER OF SMALL     |
| ○     | EDGE ASPHALT                    | ▬▬▬▬ | TOP OF BANK         |
| ○     | AREA INLET                      | ▬▬▬▬ |                     |
| ○     | EDGE OF BUILDING                | ▬▬▬▬ |                     |
| ○     | TEJAS SURVEYING PROJECT CONTROL | ▬▬▬▬ |                     |

- PIPELINE LEGEND
- ① MONUMENT PIPELINE CO 800-344-8377
  - ② KINDER MORGAN PIPELINE 800-633-0384
  - ③ ENERGY TRANSFER PIPELINE 800-344-8377
  - ④ ENERGY STAR PIPELINE 800-344-8377



PLAT OF SURVEY  
 15.65 ACRES (681,874 SQ. FT.)  
 OUT OF CALLED 607.3245 ACRE TRACT  
 (F.B.C.C. FILE NO. 2008130668)  
 T. HOBERMAKER SURVEY, A-191  
 FORT BEND COUNTY, TEXAS

SH. 2 OF 2

**TEJAS SURVEYING, INC.**  
 FIRM NO. 10031300  
 1810 FIRST OAKS ST., SUITE 220  
 RICHMOND, TEXAS 77406-1666  
 Website: mrsurveyor.com

SCALE: 1" = 100' FIELD BOOK: 15-26, 18-04 DATE: 1-19-2017  
 LTC NO. 1518364-7 & 9 CHIMNEY ROCK ROAD REV: 4-17-2018  
 PHONE: (281) 240-2099 CAD FILE: RSM/61-1501 2018/PAR 4 JOB NO. 61-1501 PAR 4