

SPECIAL WARRANTY DEED

(6.901 Acres)

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

Fort Bend County Municipal Utility District No. 216, a conservation and reclamation district and body politic and corporate of the State of Texas ("District"), owns that certain real property located in Fort Bend County, Texas, depicted and described by metes and bounds in **Exhibit A** (the "ROW Property").

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including the terms and conditions of that certain Joint Project Agreement Regarding Road Right of Way and Related Construction by and among District, County, Authority, and Developer (defined herein) dated August 27, 2019 (the "Joint Project Agreement") and the benefits accruing or to accrue to the District by reason of the location and construction of the Access Points (as defined below), the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations, exceptions, and limitations set forth herein, District hereby sells and conveys to the **Fort Bend County Toll Road Authority**, a local government corporation created by Fort Bend County, Texas (the "County") pursuant to Chapter 431 of the Texas Transportation Code and whose address is c/o The Muller Law Group PLLC, 202 Century Square Blvd., Sugar Land, Texas 77478, Attn: Richard Muller ("Authority"), the ROW Property, together with all and singular the rights and appurtenances pertaining thereto.

Reservations from Conveyance (collectively, the Access Point Reservation, the Utility Reservation, the Landscape, Maintenance and Signage Reservations and the Mineral Reservation, as all are defined hereinbelow):

Access Point Reservation:

The District reserves unto itself and its successors and assigns the right to direct vehicular ingress and egress between the property within District's boundaries described on **Exhibit B** (the "Adjacent Property") and F.M. 1093, such right to exist on, over, across and through the ROW Property and the Adjacent ROW Property (as hereinafter defined) at the below described points (herein the "Access Point Reservation" and the below-described points of ingress and egress being collectively referred to as the "Access Points" and individually, an "Access Point") as follows:

- (a) One (1) interim Access Point which is in the location of the driveway that exists across the Adjacent ROW Property as of the date hereof, and which shall extend northward

across the ROW Property to the Adjacent Property in a width of not less than thirty (30) feet. The interim Access Point is reflected on **Exhibit D** to the Joint Project Agreement. This interim Access Point may be utilized prior to the construction of any road on the ROW Property or Adjacent ROW Property and will terminate upon the opening for public use of either one of the two westernmost permanent Access Points shown on **Exhibit C**.

- (b) The four (4) permanent Access Points shown on **Exhibit C**, which extend from F.M. 1093 across the Adjacent ROW Property and the ROW Property to the Adjacent Property, meeting the lesser spacing of either (1) the spacing reflected on **Exhibit C**, (2) 720' minimum driveway spacing, or (3) such lesser distance spacing standards adopted hereafter by the County and/or the Texas Department of Transportation ("**TxDOT**"), including any approved variances thereto. The Access Points shall be subject to any minor spacing adjustments necessary for TxDOT approval and/or reasonably necessary to avoid conflicts with utilities, drainage and/or other existing improvements.
- (c) A potential fifth (5th) permanent Access Point within the 115-foot-area designated with the label "+/- 115'*" on **Exhibit C** under the following conditions:
 - (1) When Fulshear Lakes, Ltd. (the "Developer") or the District would like installation of driveway access for the easternmost portion of the Adjacent Property, they shall first contact the County in writing.
 - (2) The County shall then (i) contact the owner of the property immediately east of the District's boundaries about a driveway access on the eastern property owner's land (the "Eastern Property") which would meet the 720' spacing, and (ii) use best efforts to assist the District and Developer and the owner of the Eastern Property in reaching agreement on a mutually beneficial shared driveway.
 - (3) If the District, Developer, and the owner of the Eastern Property are unable to reach an agreement on a mutually beneficial shared driveway, no 5th Access Point shall be allowed.

Notwithstanding anything to the contrary stated herein or in the attached exhibits, all measurements for the minimum spacing of Access Points described above and/or depicted on **Exhibit C** are from the centerlines of driveways and/or any roads as measured at the property boundary between the Adjacent ROW Property and the F.M. 1093 right-of-way owned by TxDOT. All driveways shall be constructed at points depicted on **Exhibit C** (subject to subsections (a) through (c) immediately above) in compliance with the Fort Bend County driveway/access criteria, including any deceleration lanes required thereunder. If the Fort Bend County driveway/access criteria for the class of public road constructed on the ROW Property and lands immediately north thereof, which are in effect at the time of construction of any Access Point into the Adjacent Property, provide for a different spacing, configuration or other criteria, the District may elect to use then-current standards, at its sole discretion. Subject to the spacing requirements and all other requirements set forth herein, access improvements required for the Access Points shall meet the standard minimum conditions required by TxDOT or the published standard minimum requirements of the County in effect on the date that plans are submitted to the County for review and approval, whichever is more stringent.

The District or an owner of the Adjacent Property may apply for construction access driveways and related temporary improvements for construction and/or maintenance purposes in addition to the Access Points described above. Such driveways and improvements are subject to the County/Authority/TxDOT requirements for such driveways and improvements and may be

permitted at lesser spacing than the permanent Access Points. The term “temporary” means the period of time from the date that such improvements are constructed until the time that such improvements unreasonably interfere with a road and/or mobility project being constructed within the FM 1093 right of way, including within the ROW Property or the Adjacent ROW Property.

Utility Reservation:

The parties recognize that the possible future development of the Adjacent Property will require the installation of public and private utilities in the area of the ROW Property, and that easements for same will be required. Given that, and in recognition that such possible future development would have an impact on regional traffic demand, District excepts and reserves, for itself, Developer and Developer's successors-in-title of the Adjacent Property, from the grant of the ROW Property, an easement for all public and private utilities (the “Utilities”) necessary or convenient to the development of the Adjacent Property (the “Utility Reservation”), provided the Utilities are (i) installed in a generally perpendicular fashion to any roadway improvements constructed within the ROW Property and (ii) in such locations and manner as reviewed and approved by TxDOT to be in compliance with Title 43 of the Texas Administrative Code and all applicable local, City, County, State and federal rules and regulations. The Utilities within the ROW Property shall be subject to relocation by the owner thereof at the County or Authority’s written request, at no cost to the County and Authority, to accommodate future expansion and/or improvement of any roadway constructed within the ROW Property.

Landscape, Maintenance and Signage Reservations:

The District or its assigns reserves the right (but not the obligation) to enter upon the ROW Property and any right-of-way adjacent thereto and/or located between the ROW Property and the F.M. 1093 right-of-way owned by TxDOT (“Adjacent ROW Property”) which is owned by the County or the Authority, to clear, landscape, regrade, mow, improve, and maintain the non-roadway portions of the ROW Property and/or the referenced Adjacent ROW Property (the “Landscape Reservation”).

The District or its assigns, reserves the right (but not the obligation), subject to prior approval of the Authority and the County, to fill, grade, excavate, and drain all or a portion of the ROW Property and/or any Adjacent ROW Property (the “Maintenance Reservation”). The approval of the Authority and County in this respect shall not be unreasonably conditioned, withheld or delayed. Responses to requests for Authority and/or County approvals in this paragraph shall be provided on or before thirty (30) days after receipt of a written request therefor.

The District or its assigns reserves the right to place temporary signage and temporary improvements, including, but not limited to, irrigation, landscaping, lighting, sidewalks and fencing, within the ROW Property, and/or the Adjacent ROW Property and/or the Adjacent Property (the “Signage Reservation,” and collectively, with the Landscape Reservation and the Maintenance Reservation, the “Landscape, Maintenance and Signage Reservations”). Temporary signs shall have a Sign Area (as defined in those certain Sign Regulations Applicable to the Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Road in Fort Bend County, Texas, adopted on April 23, 2019, as may be hereafter amended) of no more than 32 square feet (unless such Sign Regulations are hereafter amended to allow larger signage), and the location of such temporary signs shall be subject to Authority approval, which shall not be unreasonably withheld. The term “temporary” means the period of time from the date that such signage or improvements are constructed until the time that

such respective signage or improvements unreasonably interfere with a road and/or mobility project within the FM 1093 right of way being constructed by the Authority, including within the ROW Property or the Adjacent ROW Property. On such date as such road and/or mobility project within the FM 1093 right of way is being constructed by the Authority, the District agrees to and shall require its assigns to comply with the Authority's current policy related to signage along toll road corridors, provided that the District or its assigns may use future Authority standards related to signage along toll road corridors that are more beneficial to the District or its assigns.

The provisions of the Access Point Reservation, Utility Reservation, and Landscape, Maintenance and Signage Reservations shall be a covenant running with the ROW Property, the Adjacent ROW Property, and the Adjacent Property, binding on and/or benefitting the ROW Property, the Adjacent ROW Property, and the Adjacent Property.

Mineral Reservation:

The District further excepts and reserves, unto itself and its successors and assigns, all groundwater and all oil, gas and other minerals (collectively, "Water and Minerals") located in, on, under or that may be produced from the ROW Property (the "Mineral Reservation"). The District, for itself and on behalf of its successors and assigns, hereby waives and releases all rights of ingress and egress upon the surface of the ROW Property for the purpose of exploring, developing, mining or drilling for Water and Minerals (the "Surface Waiver"); provided, however, the District reserves the right, exercisable at any time, to conduct operations for exploration and recovery of Water and Minerals from beneath the surface of the ROW Property, so long as all surface operations in connection therewith are conducted from a location outside the boundaries of the ROW Property and otherwise in accordance with all applicable local, county and State rules and regulations, and upon the condition that none of such operations shall be conducted so near the surface of the ROW Property as to interfere with the intended use thereof or create a hazard to public users thereof.

Remedies:

The Authority and County consents to and agrees that, in the event of any breach, violation or failure to comply with the terms, conditions and restrictions of this Special Warranty Deed, in addition to other remedies that may be available to the District at law or in equity, the District shall be entitled to immediate injunctive relief and mandamus, to specific performance, and, to the maximum extent permitted by law, to actual damages (but excluding special or consequential damages). The Authority agrees and stipulates that the damages that will be suffered by the District as a result of any breach of the terms, conditions and restrictions hereof are difficult to calculate at this time. The Authority further agrees and stipulates that a breach of the terms, conditions and restrictions hereof will result in immediate and irreparable harm to the District, Developer and all future owners of the Adjacent Property. Accordingly, the Authority consents to and agrees and stipulates that in the event of a threatened breach of the terms, conditions and restrictions hereof, the District will be entitled, as a matter of law, to have a temporary restraining order, preliminary injunction and a permanent injunction issued and entered immediately by any court with jurisdiction over such claims.

Exceptions to Conveyance:

This conveyance is made subject to: (i) the liens securing payment of ad valorem property taxes for the current and all subsequent years, not yet due and payable; (ii) the Access Point

Reservation, Utility Reservation, Landscape, Maintenance and Signage Reservations and the Mineral Reservation; (iii) any encroachments or other matters that would be revealed by a physical inspection of the ROW Property as of the Effective Date of this instrument and/or shown by a current boundary or land title survey of the ROW Property; (iv) all matters filed of record in the real property records of Fort Bend County, Texas, as of the Effective Date of this instrument; collectively items (i) through (iv) hereof being referred to herein as the "Permitted Encumbrances") and all of the terms of the Joint Project Agreement, as it may be amended from time to time.

Taxes for the current year, if any, have been prorated as of the date hereof between the District and the Authority, and the payment of any such taxes through the Effective Date of this instrument shall be paid by or on behalf of the District.

EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY PROVIDED HEREIN, AUTHORITY ACKNOWLEDGES AND AGREES BY ACCEPTING THIS SPECIAL WARRANTY DEED THAT DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE ROW PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE ROW PROPERTY, THE SUITABILITY OF THE ROW PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE ROW PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OF THE INCOME TO BE DERIVED FROM THE ROW PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE ROW PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE ROW PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. AUTHORITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ROW PROPERTY, AUTHORITY IS RELYING SOLELY ON AUTHORITY'S OWN INVESTIGATION OF THE ROW PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DISTRICT. AUTHORITY FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE ROW PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

By acceptance of this conveyance, Authority agrees, for itself, its successors and assigns, that the ROW Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions described below in subparagraphs (a) and (b):

- (a) solely for the purpose of enabling Authority or another public entity to operate, maintain, repair, alter, replace, remove, enlarge, supplement and improve certain road facilities, appurtenances, and related facilities, including the future widening of FM 1093, within, on, over, under or across the ROW Property, and for underground public utility facilities, and for no other purpose;

(b) the use by Authority of the ROW Property is limited by all restrictions and conditions of this Special Warranty Deed.

The restrictions in (a) and (b) are imposed to benefit the public interest of District and the Adjacent Property and for all subsequent owners of the same or any part thereof.

All Exhibits referenced herein are attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the ROW Property, subject to the Reservations from Conveyance, the Exceptions to Conveyance and the Permitted Encumbrances, together with all and singular the rights and appurtenances thereunto in anywise belonging and subject to all of the terms and conditions described herein, unto the Authority, its successors and assigns, forever. The District binds itself and its successors and assigns to warrant and forever defend, all and singular, the above described interests in the ROW Property, subject to the Reservations from Conveyance, the Exceptions to Conveyance and the Permitted Encumbrances and other matters stated above, to the Authority and the Authority's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through or under the District, but not otherwise.

[Signatures Follow]


EFFECTIVE as of this ____ day of _____, 2020 (the "Effective Date").

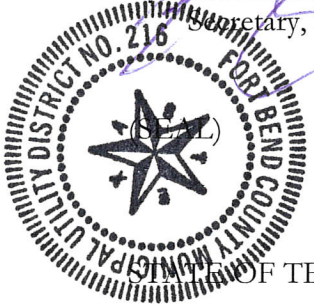
DISTRICT:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 216

By: 
Phillip S. Froehlich, Board President

ATTEST:

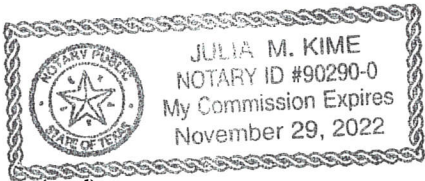
By: 
Secretary, Board of Directors




COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 18th day of June, 2020, by Phillip S. Froehlich, President of the Board of Directors of the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216, a political subdivision of the State of Texas, on behalf of said political subdivision.



(seal)


Notary Public Signature

Exhibits to be attached before signing:

- Exhibit A - Legal Description of the ROW Property
- Exhibit B - Legal Description of the Adjacent Property
- Exhibit C — Driveway/Roadway Spacing Exhibit

AGREED TO AND ACCEPTED this 11th day of Sept., 2020.

AUTHORITY:

FORT BEND COUNTY TOLL ROAD AUTHORITY

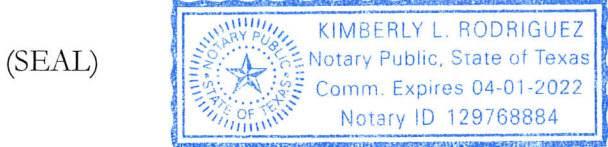
By: Bobbie Tallas

Bobbie Tallas
Vice Chairman, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 11th day of September, 2020, by Bobbie Tallas, Vice Chairman of the Board of Directors of the FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation, on behalf of said local government corporation.

Kimberly L. Rodriguez
Notary Public Signature



EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

ACKNOWLEDGED AND AGREED TO this ____ day of _____, 2020.

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

By: _____
Laura Richard, County Clerk

(SEAL)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2020, by KP George, County Judge of FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public Signature

(SEAL)

EXHIBIT A

Legal Description and Depiction of Property

(see attached)

DESCRIPTION OF
6.901 ACRES
100' STRIP

Being 6.901 acres of land located in the John Randon League, Abstract 76, Fort Bend County, Texas, more particularly being a portion of that certain called 70.1425 acre tract (Tract 1) described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007853 in the Official Public Records of Real Property of Fort Bend County, Texas (F.B.C.O.P.R.), said 70.1425 acre tract being all of Rustic Oaks Subdivision, a subdivision of record in Slide No. 185B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), also being a portion of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854, F.B.C.O.P.R., and being a portion of Lot 1, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 3 of said Rustic Oaks Subdivision, said 6.901 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 for the southeast corner of said 411.052 acre tract, same being the southwest corner of that certain called 58.139 acre tract described in the deed to K. R. Arnold, Et Ux by an instrument of record under File Number 1999008859, F.B.C.O.P.R., same being on the north line of that certain called 100' wide strip of land described in the deed to Fort Bend County Toll Road Authority by an instrument under File Number 2015058468, F.B.C.O.P.R.;

Thence, South 81° 25' 02" West, with the common line of said 411.052 acre tract, said 70.1425 acre tract, the aforementioned Lots 1 through 6, Block 3, the aforementioned Lot 1, Block 1, and said 100' wide strip, 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said 70.1425 acre tract, the southwest corner of said Lot 1, Block 1, and the southeast corner of that certain called 3.157 acre tract described in an instrument of record under File Number 2017129223, F.B.C.O.P.R.;

6.901 Acre

Revised February 22, 2019
February 21, 2019
Job No. LJA001-2379-0001

Thence, North $02^{\circ} 37' 49''$ East, with the common line of said 70.1425 acre tract, said Lot 1, Block 1, and said 3.157 acre tract, 101.95 feet to a point for corner;

Thence, North $81^{\circ} 25' 02''$ East, departing said common line, 3,001.74 feet to a point for corner on the common line of the aforementioned 411.052 acre tract and the aforementioned 58.139 acre tract;

Thence, South $02^{\circ} 18' 57''$ East, with said common line, 100.60 feet to the POINT OF BEGINNING and containing 6.901 acres of land.

This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

LJA Surveying, Inc.



AGF 2/22/19

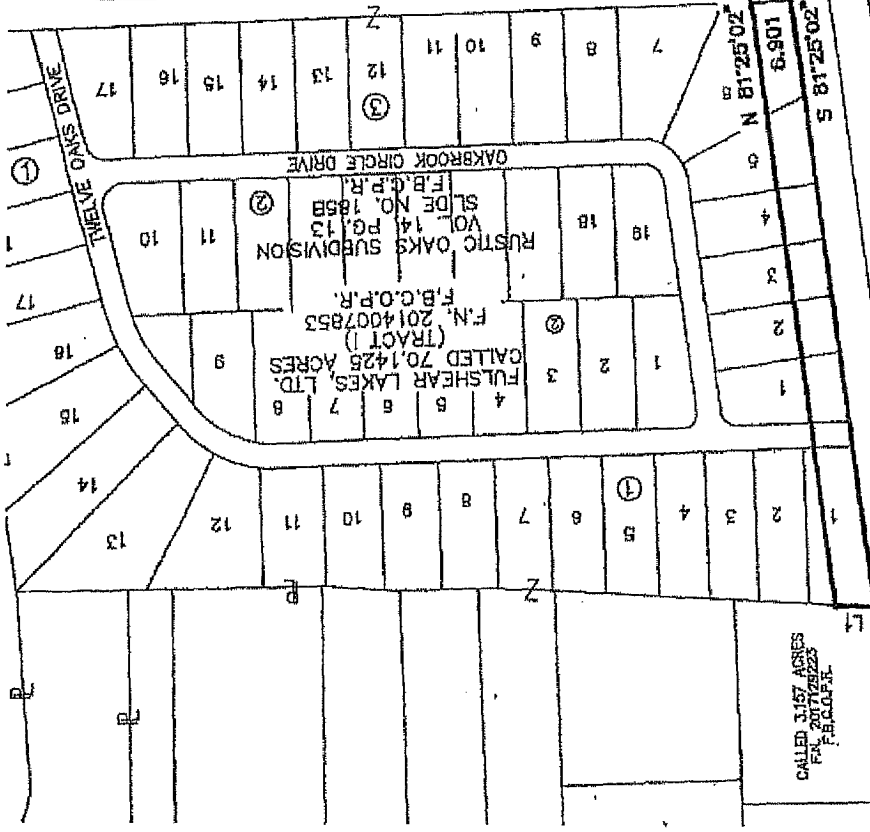
JOHN RANDON LEAGUE
A-76

LINE	BEARING	DISTANCE
L1	N 02°37'49" E	101.95'
L2	S 02°18'57" E	100.90'



FULSHEAR LAKES, LTD.
CALLED 411.052 ACRES
F.N. 2014007854
F.B.C.O.P.R.

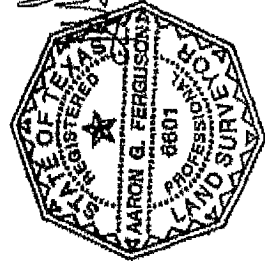
K. P. ARNOLD, ET UX
CALLED 58.139 AC.
F.N. 1999008859
F.B.C.O.P.R.



N 81°25'02" E 3,001.74'
6.901 ACRES
S 81°25'02" W 3,010.99'

P.O.B.
PREVIOUSLY SET 5/8" I.R.
W/CAP STAMPED "LJA ENG"

FORT BEND COUNTY
TOLL ROAD AUTHORITY
(CALLED 100' WIDE)
FILE NO. 2015058468
FILE F.B.C.O.P.R.



Handwritten signature and date: 2/22/19

EXHIBIT OF
6.901 ACRES
100' STRIP
IN THE

JOHN RANDON LEAGUE, A-76
FORT BEND COUNTY, TEXAS
FEBRUARY 2019 JOB NO. 2379-0001

LJA Surveying, Inc.

2929 Briarport Drive
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Film No. 10194882

- NOTE:
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
 - CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.
 - THIS EXHIBIT IS BASED ON RECORD INFORMATION ONLY AND DOES NOT REFLECT AN ON THE GROUND SURVEY.

Revision 1 - 2/22/19 - General Revisions

Exhibit B

Legal Description of Adjacent Property

(see attached)

Revised May 1, 2014
April 23, 2014
Job No. 2493-0100-200

DESCRIPTION OF
503.983 ACRES
FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 216 BOUNDARY

Being 503.983 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by Instrument of record under File Number 2014007854 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), being all of that certain called 70.1426 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an Instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the Plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), being all of that certain called 14.319 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an Instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an Instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P.; and being all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 503.983 acres being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

BEGINNING at the common north corner of said 411.052 acre tract and that certain called 58.96 acre tract conveyed to Nigel Stewart Patterson, et ux by an Instrument of record under File Number 2009110810, F.B.C.O.P.R.R.P., being on the line common to the north line of said John Randon League and the south line of the I. H. Charles League, Abstract Number 17 of said Fort Bend County, and being within existing Rogers Road (width varies), from which a found 5/8-inch Iron rod (bent) bears North 09° 56' 38" West, 0.52 feet and also from which the common easterly corner of said John Randon League and the George Roberts League, Abstract Number 432 of said Fort Bend County bears North 87° 41' 03" East, 3,932.37 feet;

Thence, with the easterly line of said 411.052 acre tract, the following five (5) courses:

1. South 02° 02' 39" East, with the westerly line of said 58.96 acre tract, passing at 30.69 feet (called 31.0 feet) a found 1/2-inch iron pipe, and continuing for a total distance of 1,104.86 feet (called 1,105.0 feet) to a 1/2-inch iron pipe found for corner;
2. South 02° 21' 32" East, continuing with the westerly line of said 58.96 acre tract, 1,232.04 feet (called 1,232.08 feet) to a 3/4-inch iron pipe found for corner;
3. South 01° 43' 27" East, continuing with the westerly line of said 58.96 acre tract, 1,133.03 feet (called 1,132.98 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 58.96 acre tract;
4. North 87° 47' 51" East, with the southerly line of said 58.96 acre tract, passing at 296.51 feet a found 1" iron pipe, and continuing for a total distance of 1,004.52 feet (called 1,004.50 feet) to a 1/2-inch iron pipe found on the westerly line of that certain called 241.258 acre tract conveyed to Rogers Road Investors, LP by an instrument of record under File Number 2009066602, F.B.C.O.P.R.R.P.;
5. South 02° 18' 57" East, with the westerly line of said 241.258 acre tract, passing at 2,894.68 feet the approximate centerline of Fulshear Creek, same being the common westerly corner of said 241.258 acre tract and that certain called 58.139 acre tract conveyed to K. R. Arnold, et ux, by an instrument of record under File Number 1999008859, F.B.C.O.P.R.R.P., and continuing with the westerly line of said 58.139 acre tract, for a total distance of 4,646.53 feet (called 4,646.9 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA

503.983 Acres

Revised May 1, 2014
April 23, 2014
Job No. 2493-0100-200

ENG" previously set for the southeast corner of said 411.052 acre tract, being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.;

Thence, South $81^{\circ} 25' 02''$ West, with the line common to the south line of said 411.052 acre tract and the north line of said 100-foot wide tract, passing at 1,532.69 feet (called 1,532.63 feet) a 1/2-inch iron pipe found for the common south corner of said 411.052 acre tract and aforementioned Rustic Oaks Subdivision, and continuing along the line common to the south line of said Rustic Oaks Subdivision and the north line of said 100-foot wide tract, continuing for a total distance of 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said Rustic Oaks Subdivision and aforementioned 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of aforementioned Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

Thence, North $02^{\circ} 37' 49''$ East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd.;

Thence, South $87^{\circ} 17' 09''$ West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North $02^{\circ} 13' 49''$ West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South $87^{\circ} 15' 05''$ West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

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Thence, South 02° 11' 04" East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch Iron pipe found for corner;

Thence, South 87° 05' 11" West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch Iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North 02° 29' 17" West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch Iron rod with cap stamped "RPLS No. 2085" bears South 76° 14' 39" East, 0.23 feet;

Thence, South 87° 26' 47" West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 612.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

Thence, North 02° 33' 10" West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North 87° 25' 18" East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.98 feet a found 5/8-inch Iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North 15° 28' 18" West, 0.92 feet;

Thence, North 02° 34' 42" West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an

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Instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South $46^{\circ} 34' 34''$ West, 0.26 feet;

Thence North, $87^{\circ} 25' 18''$ East, along the line common to said 4.000 acre tract and said called 9.15 acre tract, 887.17 feet, to 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a 1-inch pipe with "Cotton Surveying" cap bears South $18^{\circ} 04' 42''$ East, 3.68 feet;

Thence North $03^{\circ} 16' 16''$ East, with the line common to said 9.15 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 197.17 feet to a 1-Inch iron pipe in concrete found for the common east corner of said 9.15 acre tract and that certain called 18.87 acre tract, designated Tract I, conveyed to Robert Fendley, by Instrument of record under Volume 1415, Page 037, F.B.C.D.R.;

Thence, North $01^{\circ} 17' 54''$ West, with the westerly line of said 70.1425 acre tract and Rustic Oaks Subdivision, 565.92 feet to a 1-Inch iron pipe found for corner;

Thence, North $00^{\circ} 49' 19''$ West, continuing along the westerly line of said 70.1425 acre tract and said Rustic Oaks Subdivision, 196.67 feet to a point for corner on the approximate centerline of Fulshear Creek and being the line common to the north line of said Rustic Oaks Subdivision, said 70.1425 acre tract and a south line of the aforementioned 411.052 acre tract;

Thence, along the south line of said 411.052 acre tract and along the meanders of said Fulshear Creek, the following five (5) courses:

1. South $85^{\circ} 09' 23''$ West, 488.60 feet to a point for corner;
2. North $74^{\circ} 47' 41''$ West, 354.56 feet to a point for corner;
3. North $18^{\circ} 11' 05''$ West, 260.16 feet to a point for corner;

4. North 09° 17' 09" East, 391.53 feet to a point for corner;
5. North 00° 34' 16" West, 47.82 feet (called 48.67 feet) to a point for corner on the south line of that certain called 71.56 acre tract conveyed to Lavetta Lazzara by an instrument of record under Volume 2320, Page 1231, F.B.C.D.R., and an undivided fifty (50) percent interest conveyed to Lavetta Lazzara, Trustee by an instrument of record under Volume 2479, Page 591, F.B.C.D.R.;

Thence, North 87° 05' 26" East, with the common line of said 411.052 acre tract and said 71.56 acre tract, passing at 76.49 feet a found 1/2-inch iron pipe and continuing for a total distance of 817.56 feet (called 816.0 feet) to a 1/2-inch iron pipe found for corner;

Thence, North 01° 49' 07" West, with the line common to said 411.052 acre tract and said 71.56 acre tract, 2,373.01 feet (called 2,373.19 feet) to a PK-Nail in asphalt previously set for the northeast corner of said 71.56 acre tract;

Thence, North 01° 47' 54" West, with the westerly line of said 411.052 acre tract, 2,073.64 feet (called 2,074.08 feet) to a gun barrel found for the common easterly corner of that certain called 5.432 acre tract conveyed to Emma Jean Smith by an instrument of record under Volume 2707, Page 2128, F.B.C.D.R. and that certain called 46.33 acre tract conveyed to Frances Peckham Kelly, et al, by an instrument of record under volume 433, Page 87, F.B.C.D.R. and under Probate Record Number 08-CPR-020916 of the Probate Records of said Fort Bend County;

Thence, North 01° 20' 51" West, with the westerly line of said 411.052 acre tract, 1,070.10 feet (called 1,069.68 feet) to point for corner on the northerly line of the aforementioned John Randon League and the southerly line of the J. San Pierre Survey, Abstract Number 81, of said Fort Bend County and the northwest corner of said 411.052 acre

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Thence, North 81° 25' 02" East, with the common line of said 100' wide strip, said 70.1425 acre tract, and the aforementioned 411.052 acre tract, 3,010.59 feet to the POINT OF BEGINNING and containing 6.921 acres of land.

This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

LJA Surveying, Inc.



A.G.F. 2/22/19

Exhibit C

Driveway/Roadway Spacing Exhibit

(see attached)

