

THE STATE OF TEXAS §
 §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
(Lake Olympia, Segment 1 – Mobility Project No. 13207)

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into by and between Fort Bend County, Texas, a body politic acting herein by and through its Commissioners’ Court (hereinafter referred to as the “**County**”), and KB Home Lone Star Inc., a Texas corporation (referred to herein as “**KBH**” or as “**Owner**”).

WHEREAS, KBH owns approximately 73.67 acres of land situated in the Thomas Hobermaker Survey, Abstract 191 in Fort Bend County, Texas (the “**KBH Property**”), as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, KBH intends to purchase and develop approximately 57.84 acres of land, adjacent to the KBH Property, situated in the Thomas Hobermaker Survey, Abstract 191 in Fort Bend County, Texas (the “**BPM2 Property**”), as more particularly described on Exhibit B attached hereto and incorporated herein for all purposes; and

WHEREAS, it is the intent that the KBH Property and the BPM2 Property be developed as a residential subdivision called “**Olympia Falls**”; and

WHEREAS, Lake Olympia Parkway is a public road classified as a major thoroughfare that is maintained by the County, a portion of which is located adjacent to Olympia Falls; and

WHEREAS, County and Owner agree that County is relying on Owner’s commitment to assist in the improvements to Lake Olympia Parkway to approve subdivision plats for Olympia Falls to be presented by Owner in accordance with the Fort Bend County Regulations of Subdivisions; and

WHEREAS, County and Owner agree that Olympia Falls will substantially benefit from the improvements to Lake Olympia Parkway; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to County and its citizens to enter into this Agreement, as provided herein; and

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

1. KBH/Owner shall perform the following:

(a) KBH shall attempt to secure and provide fully executed agreements with Fort Bend Municipal Utility District Numbers 24 and 168 allowing flow into/through Fort Bend Municipal Utility District Number 24’s detention basin, including maintenance responsibilities to be performed by the respective municipal utility districts. If Fort Bend Municipal Utility District Number 24 does not agree to any such agreement, the County will work with Owner and Fort Bend

Municipal Utility District Number 168 to acquire such property as may be needed for drainage and detention related to Olympia Falls and surrounding land and facilities.

(b) KBH shall commence the design and construction of the outfall channel from proposed Lake Olympia Parkway to Fort Bend Municipal Utility District Numbers 24 and 168 detention basins consistent with agreements executed pursuant Section 1(a) above within fifteen (15) calendar day of the final execution of this Agreement.

(c) Owner shall include 3.71 acre-feet of detention within Olympia Falls dedicated to accommodate the needs of Lake Olympia Parkway;

(d) As more particularly described below, Owner shall pay its portion to the County, as reimbursement for following costs incurred by the County, a total amount currently estimated at \$571,500, (the “**Owner’s Total Contribution**”):

- (I) Costs for County’s changes to its construction plans for Lake Olympia Parkway converting from open ditch to storm water system and the addition of turn lanes currently estimated at \$64,300;
- (II) Construction costs for storm water system currently estimated at \$462,200; and
- (III) Construction costs for turn lanes currently estimated at \$45,000.

(e) The Owner’s Total Contribution shall be paid by Owner to County as follows:

- (I) Upon receiving bids for the construction of items in 1.(d) (II) and (III) above, the County will determine Owner’s Total Contribution as a per lot cost based on the estimated 423 residential lots to be platted within Olympia Falls, currently estimated at \$1,351.00 per lot. In no event shall the Owner’s Total Contribution be more than \$1,486.10 per lot.
- (II) Upon substantial completion of the construction of the storm water system and the turn lanes, the County will provide a final accounting and determine if there are any changes to the per lot cost based upon the actual costs incurred versus the bid amount established under Section 1.(e)(I) above. The Owner’s Total Contribution amount per lot calculated in Section 1.(e)(I) above will be recalculated based on the final accounting. In no event shall the Owner’s Total Contribution be more than \$1,486.10 per lot.
- (III) As Owner submits plats, covering portions of its respective property within Olympia Falls, to the County for approval, Owner shall pay to the County the established per lot cost plus interest (interest shall be charged starting at the date of substantial completion of construction of the storm water sewer and turn lanes) for the number of lots on such plat. Payment will be submitted to the County prior to the County approving the applicable plat. Once the Owner’s Total Contribution is paid, no further payments will be required for plat approvals. If, within three (3) years of completion of the storm water system and turn lanes, Owner has not paid to the County the full Owner’s Total Contribution, as described in Section 1.(e)(II) above, then the remaining amount of the Owner’s Total Contribution will be due

from the Owner to the County. The Owner can also pay the balance early to eliminate future interest costs. The interest will be based on the borrowing cost for the Mobility Bonds which is currently estimated at 3.75% per year. In no event shall Owner be responsible for more than the Owner's Total Contribution.

- (IV) In the event Owner obtains additional property adjacent to the current boundaries of Olympia Falls, a per lot cost attributable to that additional land will be determined based on the roadway frontage using the methods consistent with this Agreement plus right-of-way and detention costs and shall be the sole responsibility of Owner.

2. By June 30, 2021, County shall complete construction of the storm water system and the four lanes of pavement from Hurricane Lane to the future extension of Chimney Rock Boulevard and related turn lanes.

3. 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 CONTRIBUTION MADE BY OWNER TO 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.

4. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the development of Olympia Falls only. Further, this Agreement does not waive or limit any of the obligations of Owner to County under any other order whether now existing or in the future arising.

5. Default. In the event Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after Owner's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

(a) to file this instrument in the Real Property Records of Fort Bend County as a lien and/or encumbrance against Owner and/or Owner's portion of Olympia Falls; and/or

(b) to refuse to accept any portion of any public improvements within Owner's portion of Olympia Falls and/or associated with the development of Owner's portion of Olympia Falls; and/or

(c) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, Owner(s) will be entitled to seek any remedy available to them at law or in equity.

6. 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:

KB Home Lone Star Inc.
Attention: Mark Eubanks, Vice President of Finance
11314 Richmond Avenue
Houston, Texas 77082

With a copy to:

KB Home Lone Star Inc.
Attention: Brett Dietz – President – Houston Division
11314 Richmond Avenue
Houston, Texas 77082

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

(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 waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No 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) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraph 3 herein are conspicuous, and the parties have read and understood the same.

(r) 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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:

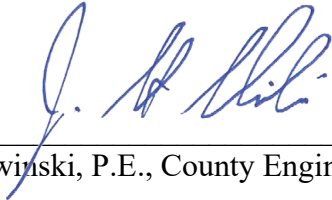
KP George, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved:

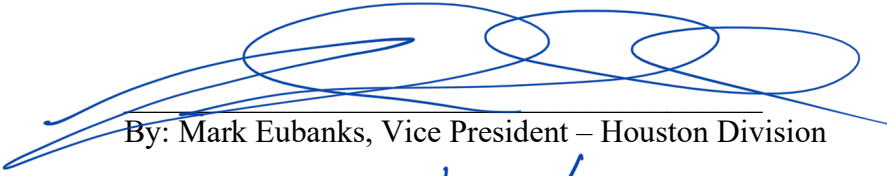


J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

Marcus D. Spencer, First Assistant County Attorney

KB Home Lone Star Inc.,
a Texas corporation



By: Mark Eubanks, Vice President – Houston Division

Date: 11/13/20

EXHIBIT A

****Attach KBH Property Description Hereto****

DESCRIPTION OF
TAKEDOWN PHASE I – 73.67 ACRES OUT OF THE
THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 191
FORT BEND COUNTY, TEXAS

Being 73.67 acres of land located in the Thomas Hobermaker Survey, Abstract Number 191, Fort Bend County, Texas, being a portion of that certain called 132.6 acre tract described in deed to Blue Ridge Tower Corporation by an instrument of record in File Number 2009052538 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 73.67 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 4204);

Beginning at a 2-inch iron pipe found for the southeast corner of said 132.6 acre tract, common to the southwest corner of that certain called 259.7066 acre tract described as Tract A-Part 1 in deed to Teletower by an instrument of record in Volume 1048, Page 276 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), in the south line of said Thomas Hobermaker Survey, common to the north line of that certain called 152.586 acre tract described as Tract 1 in deed to FLC Parkway LP by an instrument of record in File Number 2014029789, F.B.C.O.P.R., corrected in File Number 2014050617, F.B.C.O.P.R. and the north line of the Elijah Roark League, Abstract Number 77, Fort Bend County, Texas;

Thence, South 87° 10' 53" West (called North 89° 55' 37" West), along the south line of said 132.6 acre tract and the south line of said Thomas Hobermaker Survey, common to the north line of said 152.586 acre tract and the north line of said Elijah Roark League, passing at a distance of 1,293.06 feet, a 5/8-inch iron rod found for the northwest corner of said 152.586 acre tract, common to the northeast corner of that certain called 116.302 acre tract described as Tract 2 in deed to FLC Parkway LP by an instrument of record in File Number 2014029789, F.B.C.O.P.R., corrected in File Number 2014050617, F.B.C.O.P.R., continuing along the south line of said 132.6 acre tract and the south line of said Thomas Hobermaker Survey, common to the north line of said 116.302 acre tract and the north line of said Elijah Roark League, passing at a distance of 1,833.79 feet, a 5/8-inch iron rod with cap found for the northeast corner of Lake Olympia Parkway (called 100-feet wide) and Hurricane Lane (called 100-feet wide) described in deed to City of Missouri City by an instrument of record in File Number 2015102991,

F.B.C.O.P.R., continuing along the south line of said 132.6 acre tract and the south line of said Thomas Hobermaker Survey, common to the north right-of-way line of said Lake Olympia Parkway and the north line of said Elijah Roark League, a total distance of 1,959.86 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the point of cusp, the beginning of a tangent curve;

Thence, departing said common line, 39.52 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, a central angle of $90^{\circ} 34' 06''$, and a chord which bears North $41^{\circ} 53' 49''$ East, 35.53 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, the beginning of a reverse curve;

Thence, 237.14 feet along the arc of a tangent curve to the right, having a radius of 1,500.00 feet, a central angle of $09^{\circ} 03' 29''$, and a chord which bears North $01^{\circ} 08' 31''$ East, 236.89 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;

Thence, North $84^{\circ} 09' 23''$ West, 141.08 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;

Thence, South $87^{\circ} 10' 53''$ West, 690.36 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner in the west line of the aforesaid 132.6 acre tract, common to the east line of that certain called 0.601 acre tract described in deed to City of Missouri City by an instrument of record in File Number 2004136485, F.B.C.O.P.R.;

Thence, North $02^{\circ} 51' 47''$ West (called North), along the west line of said 132.6 acre tract, common to the east line of said 0.601 acre tract, 206.85 feet to a point for corner;

Thence, North $87^{\circ} 07' 22''$ East, departing said common line, 177.39 feet to a point for corner;

Thence, North $02^{\circ} 52' 38''$ West, 484.91 feet to a point for corner;

Thence, North $87^{\circ} 07' 22''$ East, 286.86 feet to a point for corner;

Thence, North 02° 13' 30" East, 120.78 feet to a point for corner, the beginning of a non-tangent curve;

Thence, 84.04 feet along the arc of a non-tangent curve to the left, having a radius of 375.00 feet, a central angle of 12° 50' 26", and a chord which bears North 78° 23' 37" East, 83.87 feet to a point for corner;

Thence, North 04° 30' 30" West, 51.66 feet to a point for corner;

Thence, North 20° 09' 21" West, 120.00 feet to a point for corner, the beginning of a non-tangent curve;

Thence, 58.59 feet along the arc of a non-tangent curve to the left, having a radius of 205.00 feet, a central angle of 16° 22' 32", and a chord which bears North 61° 39' 23" East, 58.39 feet to a point for corner;

Thence, North 53° 28' 07" East, 218.58 feet to a point for corner;

Thence, North 33° 26' 52" East, 50.16 feet to a point for corner;

Thence, North 57° 42' 13" East, 262.29 feet to a point for corner;

Thence, North 30° 55' 24" East, 89.76 feet to a point for corner;

Thence, North 25° 51' 29" East, 119.67 feet to a point for corner;

Thence, South 47° 12' 17" East, 759.09 feet to a point for corner;

Thence, North 87° 29' 13" East, 1,081.45 feet to a point for corner in the east line of the aforementioned 132.6 acre tract, common to the west line of the aforementioned 259.7066 acre tract;

73.67 Acres

July 18, 2018
Job No. LJAS001-1750-4002

Thence, South 03° 35' 01" East (called South 00° 41' 22" East), along the east line of said 132.6 acre tract, common to the west line of said 259.7066 acre tract, 1,221.85 feet to the POINT OF BEGINNING and containing 73.67 acres of land.

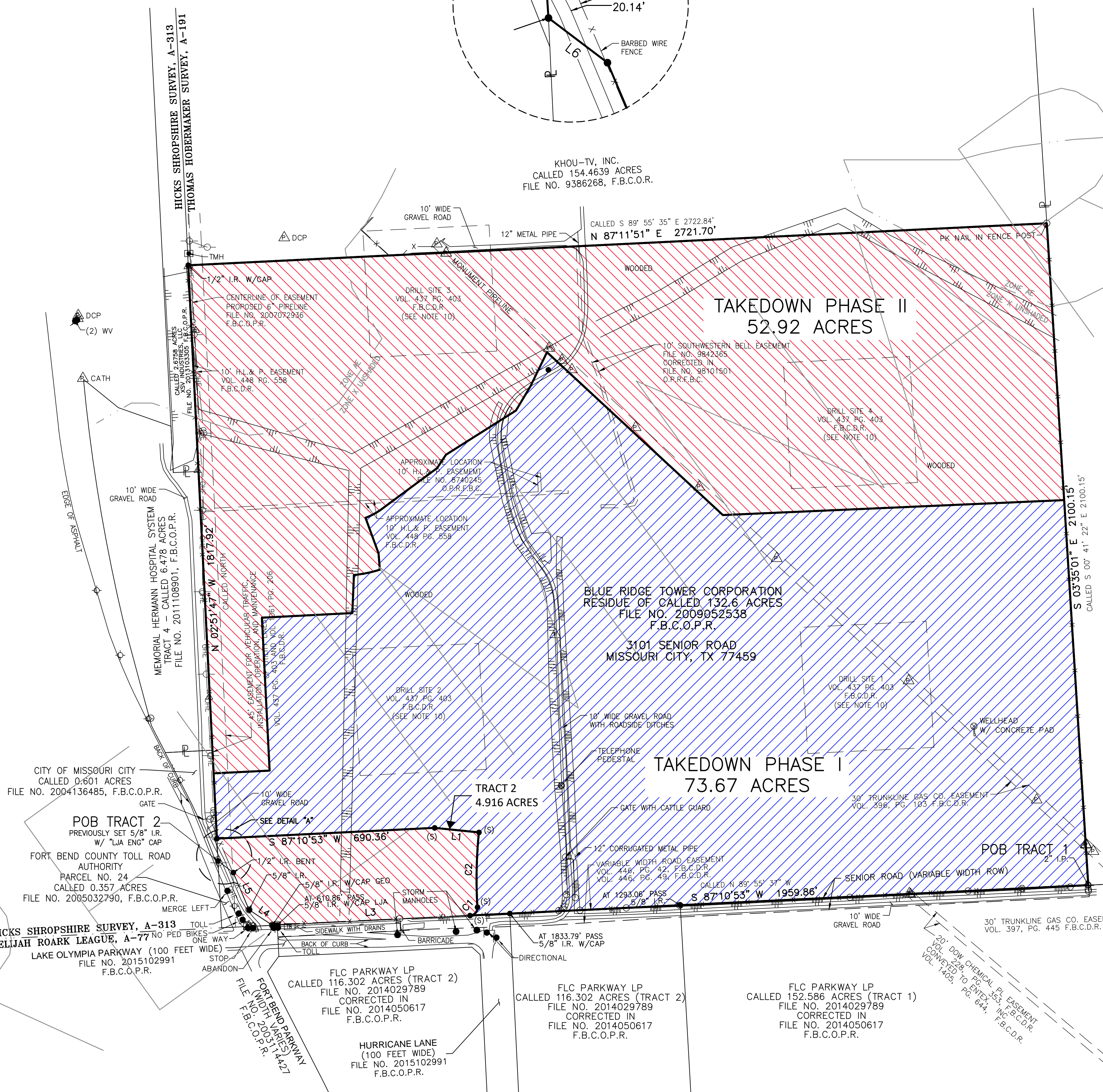
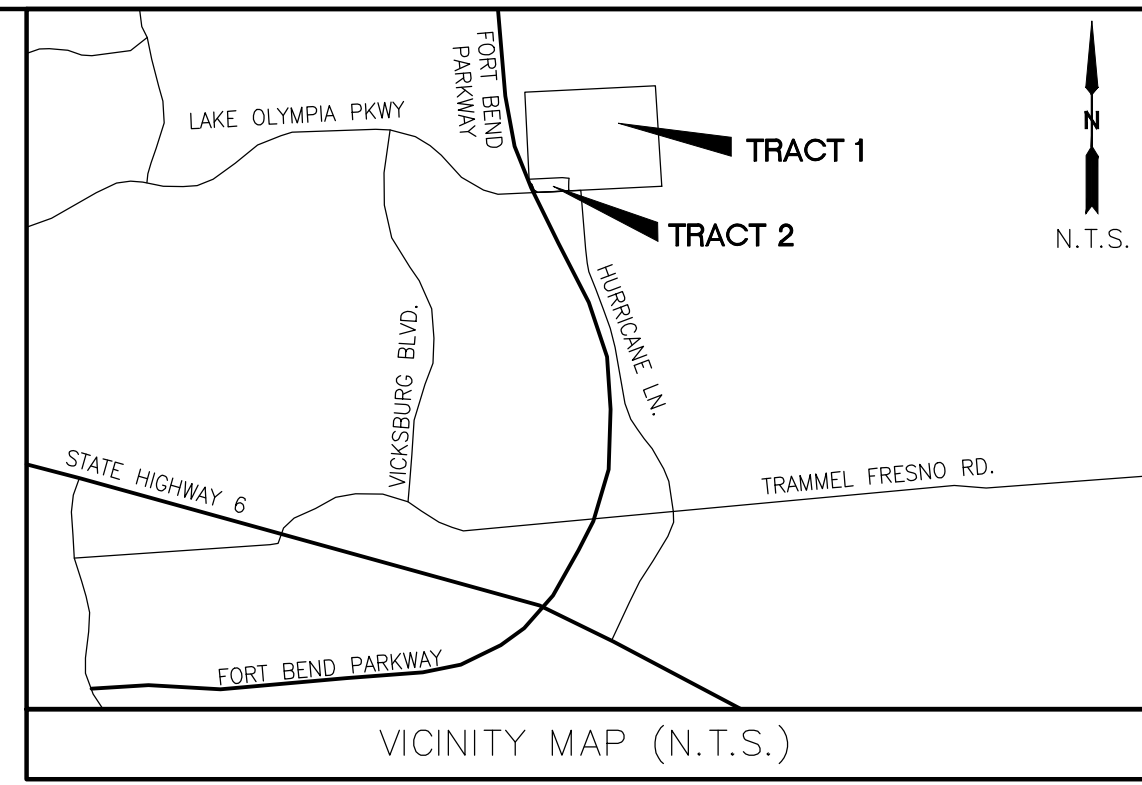
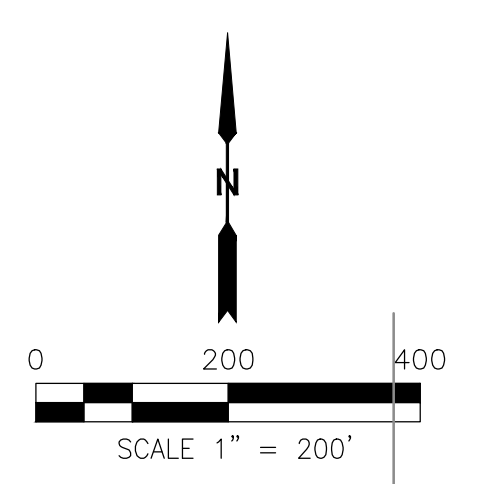
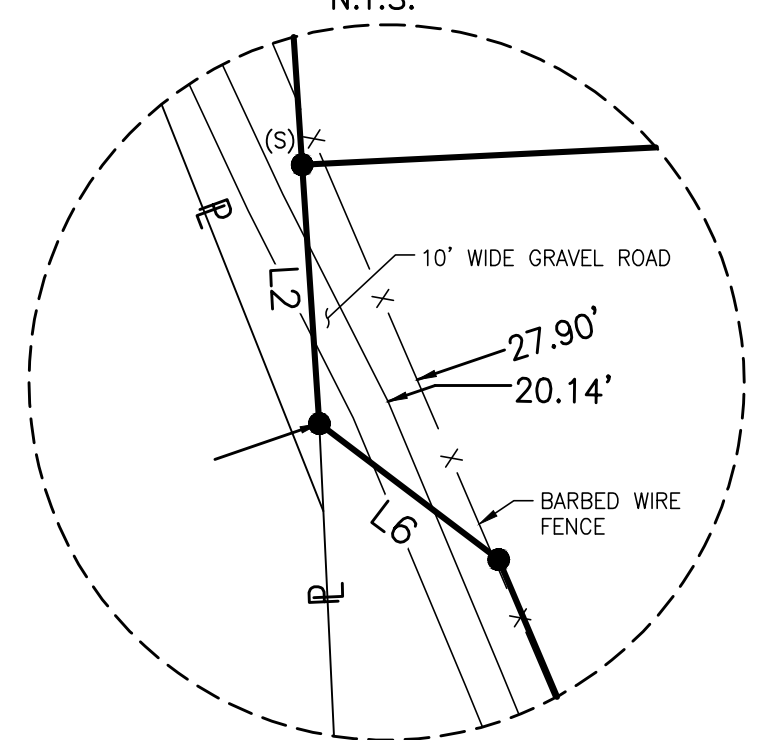
LJA Surveying, Inc.

This document is released for the purpose of initiating the title report for the above referenced property and is not based on an on the ground survey, under the authority of Aaron G. Ferguson, RPLS 6601, on July 18, 2018. This document is not to be relied upon as a complete survey and SHALL NOT BE RECORDED.



A.G.F. 7/18/18

DETAIL "A"
N.T.S.



LINE	BEARING	DISTANCE
L1	N 84°09'23" W	141.08'
L2	N 02°51'47" W (CALLED NORTH)	70.84'
L3	S 87°10'53" W (CALLED N 89°55'37" W)	626.00'
L4	N 56°28'37" W (CALLED N 56°17'47" W)	89.11' (CALLED 89.05')
L5	N 22°57'53" W (CALLED N 23°11'47" W)	127.93' (CALLED 127.93')
L6	N 52°49'42" W (CALLED N 53°03'36" W)	60.79' (CALLED 58.60')

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.52'	25.00'	90°34'06"	N 41°53'49" E	35.53'
C2	237.14'	1500.00'	9°03'29"	N 01°08'31" E	236.89'

LEGEND

- (S) SET 5/8" IRON ROD W/CAP "LJA ENG"
- I.R. IRON ROD
- I.P. IRON PIPE
- ▲ CABLE TV MARKER
- ▲ PIPELINE MARKER
- ▲ TELEPHONE CABLE MARKER
- ▲ TCM TELEPHONE MANHOLE
- ▲ TB TELEPHONE BOX
- ▲ UEB UNDERGROUND ELECTRIC BOX
- PP POWER POLE
- SIGN
- WV WATER VALVE
- LP LIGHT POLE
- FENCE POST
- PROPERTY LINE
- GUY WIRE
- HIGH BANK OF DITCH
- X BARBED WIRE FENCE
- OHE OVERHEAD ELECTRIC
- FLOOD PLAIN LINE
- F.B.C.D.R. FORT BEND COUNTY DEED RECORDS
- F.B.C.O.P.R. FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- POB POINT OF BEGINNING

**EXHIBIT OF
TAKEDOWN TRACTS
IN THE
THOMAS HOBERMAKER SURVEY,
ABSTRACT NO. 191
FORT BEND COUNTY, TEXAS**

AUGUST 2017/JUNE 2018 JOB NO. 2482-0001

LJA Surveying, Inc.
 2929 Briarpark Drive Phone 713.953.5200
 Suite 175 Fax 713.953.5026
 Houston, Texas 77042 T.B.P.L.S. Firm No. 10194382

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. The purpose of this exhibit is only to show the location of the Takedown Phases.

A:\Projects\151000\1750_4825\CAD\Takedown Exhibit.dwg 10/19/2018

EXHIBIT B

****Attach BPM2 Property Description Hereto****

DESCRIPTION OF
TAKEDOWN PHASE II – 52.92 ACRES OUT OF THE
THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 191
FORT BEND COUNTY, TEXAS

Being 52.92 acres of land located in the Thomas Hobermaker Survey, Abstract Number 191, Fort Bend County, Texas, being a portion of that certain called 132.6 acre tract described in deed to Blue Ridge Tower Corporation by an instrument of record in File Number 2009052538 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 52.92 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 4204);

COMMENCING at a 2-inch iron pipe found for the southeast corner of said 132.6 acre tract, common to the southwest corner of that certain called 259.7066 acre tract described as Tract A-Part 1 in deed to Teletower by an instrument of record in Volume 1048, Page 276 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), in the south line of said Thomas Hobermaker Survey, common to the north line of that certain called 152.586 acre tract described as Tract 1 in deed to FLC Parkway LP by an instrument of record in File Number 2014029789, F.B.C.O.P.R., corrected in File Number 2014050617, F.B.C.O.P.R. and the north line of the Elijah Roark League, Abstract Number 77, Fort Bend County, Texas;

Thence, North 03° 35' 01" West (called North 00° 41' 22" West), along the east line of said 132.6 acre tract, common to the west line of said 259.7066 acre tract, a distance of 1,221.85 feet, to the POINT OF BEGINNING and southeast corner of the herein described tract;

Thence, South 87° 29' 13" West, departing said common line, 1,081.45 feet to a point for corner;

Thence, North 47° 12' 17" West, 759.09 feet to a point for corner;

Thence, South 25° 51' 29" West, 119.67 feet to a point for corner;

Thence, South 30° 55' 24" West, 89.76 feet to a point for corner;

Thence, South 57° 42' 13" West, 262.29 feet to a point for corner;

Thence, South 33° 26' 52" West, 50.16 feet to a point for corner;

Thence, South 53° 28' 07" West, 218.58 feet to a point for corner, the beginning of a tangent curve;

Thence, 58.59 feet along the arc of a tangent curve to the right, having a radius of 205.00 feet, a central angle of 16° 22' 32", and a chord which bears South 61° 39' 23" West, 58.39 feet to a point for corner;

Thence, South 20° 09' 21" East, 120.00 feet to a point for corner;

Thence, South 04° 30' 30" East, 51.66 feet to a point for corner, the beginning of a non-tangent curve;

Thence, 84.04 feet along the arc of a non-tangent curve to the right, having a radius of 375.00 feet, a central angle of 12° 50' 26", and a chord which bears South 78° 23' 37" West, 83.87 feet to a point for corner;

Thence, South 02° 13' 30" West, 120.78 feet to a point for corner;

Thence, South 87° 07' 22" West, 286.86 feet to a point for corner;

Thence, South 02° 52' 38" East, 484.91 feet to a point for corner;

Thence, South 87° 07' 22" West, 177.39 feet to a point for corner in the west line of the aforementioned 132.6 acre tract, common to the east line of that certain called 0.601 acre tract described in deed to City of Missouri City by an instrument of record in File Number 2004136485, F.B.C.O.P.R.;

52.92 Acres

July 19, 2018
Job No. LJAS001-1750-4002

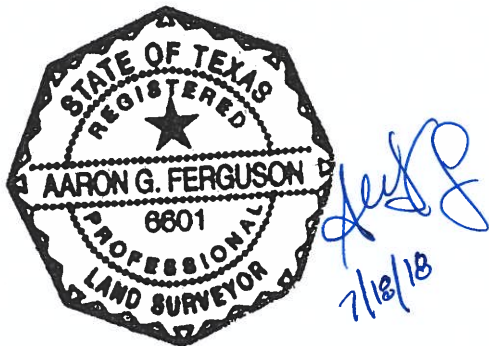
Thence, North 02° 51' 47" West (called North), along the west line of said 132.6 acre tract, common to the east line of said 0.601 acre tract, the east line of that certain called 6.478 acre tract, described as Tract 4 in deed to Memorial Hermann Hospital System by an instrument of record in File Number 2011108901, F.B.C.O.P.R., and the east line of that certain called 2.6758 acre tract described in deed to XSV Industries, LLC by an instrument of record in File Number 2013103305, F.B.C.O.P.R., 1,611.07 feet to a 1/2-inch iron rod with cap found for the northwest corner of said 132.6 acre tract, common to the southwest corner of that certain called 154.4639 acre tract described in deed to KHOU-TV, Inc. by an instrument of record in File Number 9386268 in the Official Records of said Fort Bend County, Texas (F.B.C.O.R.);

Thence, North 87° 11' 51" East (called South 89° 55' 35" East), along the north line of said 132.6 acre tract, common to the south line of said 154.4639 acre tract, 2,721.70 feet (called 2,722.84 feet) to a PK Nail in fencepost found for the northeast corner of said 132.6 acre tract, common to the southeast corner of said 154.4639 acre tract, in the west line of the aforementioned 259.7066 acre tract;

Thence, South 03° 35' 01" East (called South 00° 41' 22" East), along the east line of said 132.6 acre tract, common to the west line of said 259.7066 acre tract, 878.30 feet to the POINT OF BEGINNING and containing 52.92 acres of land.

LJA Surveying, Inc.

This document is released for the purpose of initiating the title report for the above referenced property and is not based on an on the ground survey, under the authority of Aaron G. Ferguson, RPLS 6601, on July 18, 2018. This document is not to be relied upon as a complete survey and SHALL NOT BE RECORDED.



DESCRIPTION OF
TRACT 2 - 4.916 ACRES (214,147 SQ. FEET) OUT OF THE
THOMAS HOBERMAKER SURVEY, ABSTRACT NO. 191
FORT BEND COUNTY, TEXAS

Being 4.916 acres (214,147 square feet) of land located in the Thomas Hobermaker Survey, Abstract Number 191, Fort Bend County, Texas, being a portion of that certain called 132.6 acre tract described in deed to Blue Ridge Tower Corporation by an instrument of record in File Number 2009052538 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 4.916 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 4204);

Beginning at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the north corner of that certain called 0.357 acre tract described as Parcel No. 24 in deed to Fort Bend County Toll Road Authority by an instrument of record in File Number 2005032790, F.B.C.O.P.R., in the west line of said 132.6 acre tract, common to the east line of that certain called 0.601 acre tract described in deed to City of Missouri City by an instrument of record in File Number 2004136485, F.B.C.O.P.R.;

Thence, North $02^{\circ} 51' 47''$ West (called North), along said common line, 70.84 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;

Thence, North $87^{\circ} 10' 53''$ East, departing said common line, 690.36 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;

Thence, South $84^{\circ} 09' 23''$ East, 141.08 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner, the beginning of a non-tangent curve;

Thence, 237.14 feet along the arc of a non-tangent curve to the left, having a radius of 1,500.00 feet, a central angle of $09^{\circ} 03' 29''$, and a chord which bears South $01^{\circ} 08' 31''$ West, 236.89 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner, the beginning of a reverse curve;

Thence, 39.52 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of $90^{\circ} 34' 06''$, and a chord which bears South $41^{\circ} 53' 49''$ West, 35.53 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner in the south line of the aforementioned 132.6 acre tract and the south line of the aforementioned Thomas Hobermaker Survey, common to the north right-of-way line of Lake Olympia Parkway (called 100-foot wide) described in File Number 2015102991, F.B.C.O.P.R. and the north line of the Elijah Roark League, Abstract Number 77, Fort Bend County, Texas;

Thence, South $87^{\circ} 10' 53''$ West (called North $89^{\circ} 55' 37''$ West), along said common line, at 610.86 feet, pass a 5/8-inch iron rod with cap stamped "LJA ENG" found for the intersection of the north right-of-way line of said Lake Olympia Parkway with the east right-of-way line of Fort Bend Parkway (width varies) described in File Number 2003114427, F.B.C.O.P.R., continuing along the south line of said 132.6 acre tract, the south line of said Thomas Hobermaker Survey, common to the an east right-of-way line of said Fort Bend Parkway, and the north line of said Elijah Roark League, in all a total distance of 626.00 feet to 5/8-inch iron rod with cap stamped "Geo" found for the southeast corner of the aforementioned 0.357 acre tract;

Thence, North $56^{\circ} 28' 37''$ West (called North $56^{\circ} 17' 47''$ West), departing the south line of said 132.6 acre tract and the south line of said Thomas Hobermaker Survey, common to the north line of said Elijah Roark League, along an east line of said 0.357 acre tract, same being an east right-of-way line of said Fort Bend Parkway, 89.11 feet (called 89.05 feet) to 5/8-inch iron rod found for corner;

Thence, North $22^{\circ} 57' 53''$ West (called North $23^{\circ} 11' 47''$ West), continuing along said east line, 127.93 feet to 1/2-inch iron rod (bent) found for corner;

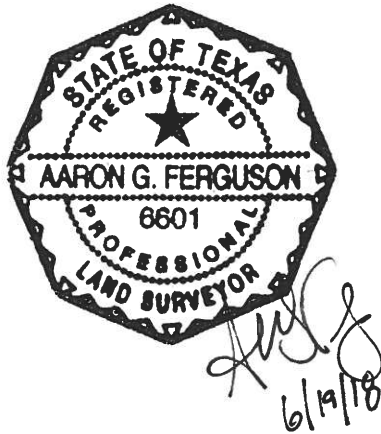
4.916 Acres

June 19, 2018
Job No. 2482-0001

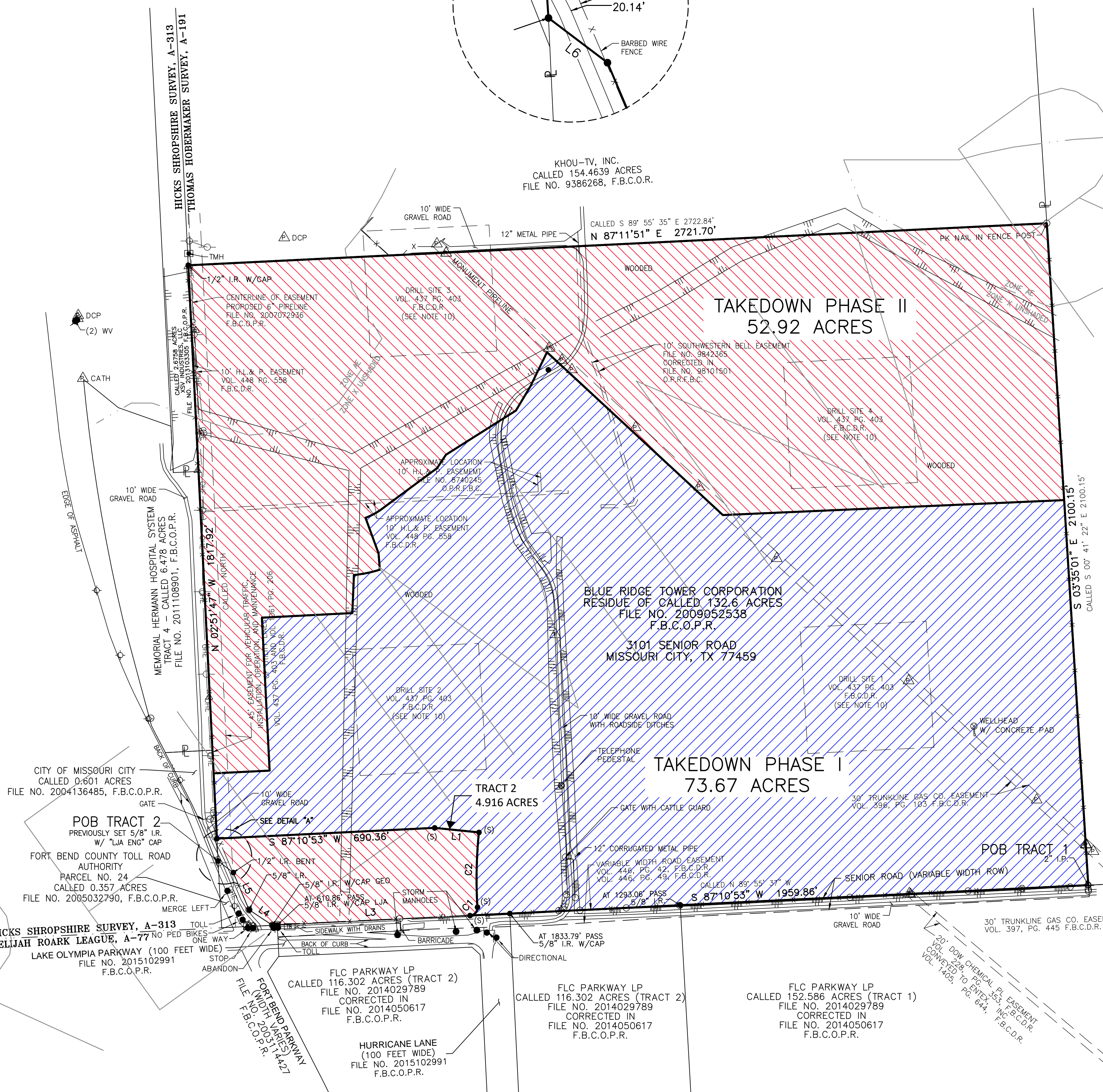
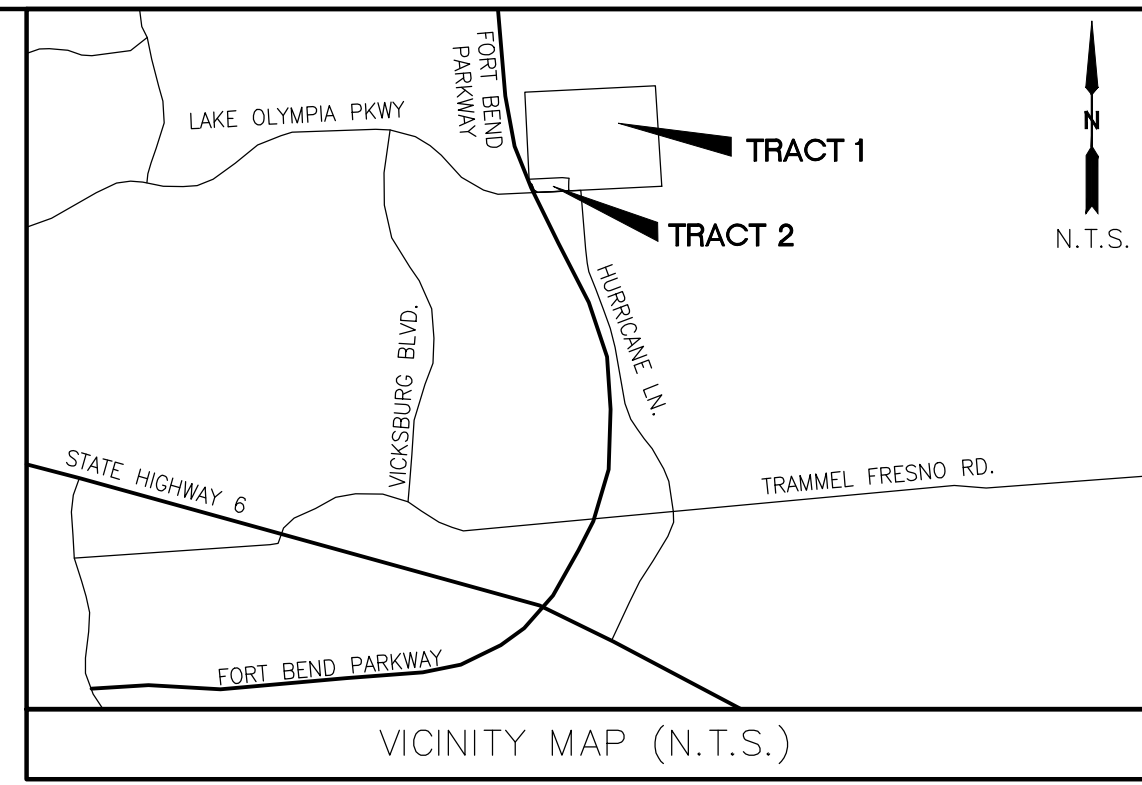
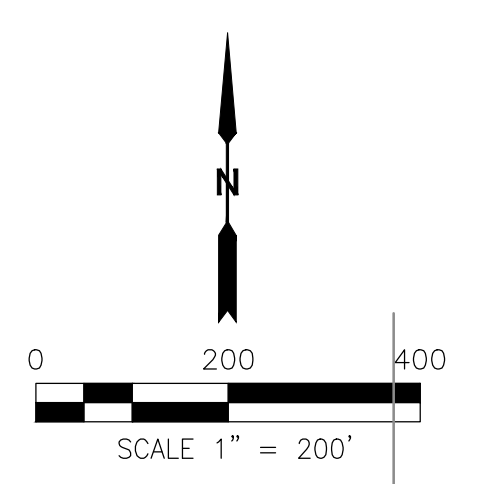
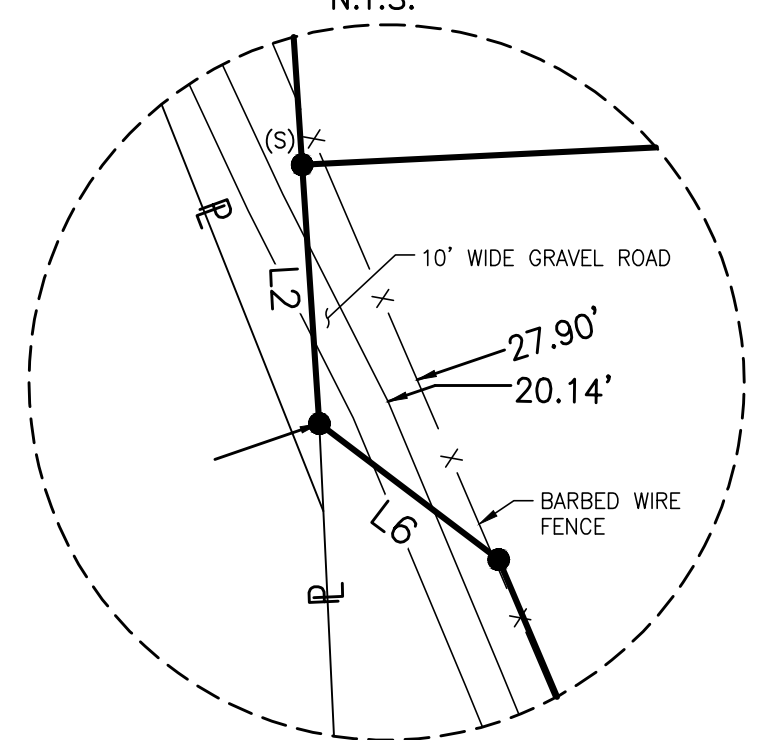
Thence, North 52° 49' 42" West (called North 53° 03' 36" West), continuing along said east line, 60.79 feet (called 58.60 feet) to the POINT OF BEGINNING and containing 4.916 acres of land.

LJA Surveying, Inc.

This legal description is issued in conjunction with the survey by LJA Surveying, Inc., of the same certification date shown hereon, hereby referenced as part 1 of 2. This legal description is part 2 of 2.



DETAIL "A"
N.T.S.



LINE	BEARING	DISTANCE
L1	N 84°09'23" W	141.08'
L2	N 02°51'47" W (CALLED NORTH)	70.84'
L3	S 87°10'53" W (CALLED N 89°55'37" W)	626.00'
L4	N 56°28'37" W (CALLED N 56°17'47" W)	89.11' (CALLED 89.05')
L5	N 22°57'53" W (CALLED N 23°11'47" W)	127.93' (CALLED 127.93')
L6	N 52°49'42" W (CALLED N 53°03'36" W)	60.79' (CALLED 58.60')

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.52'	25.00'	90°34'06"	N 41°53'49" E	35.53'
C2	237.14'	1500.00'	9°03'29"	N 01°08'31" E	236.89'

LEGEND

- (S) SET 5/8" IRON ROD W/CAP "LJA ENG"
- I.R. IRON ROD
- I.P. IRON PIPE
- △ CABLE TV MARKER
- △ PIPELINE MARKER
- △ TELEPHONE CABLE MARKER
- ⊙ TCM TELEPHONE MANHOLE
- ⊙ TB TELEPHONE BOX
- ⊙ UEB UNDERGROUND ELECTRIC BOX
- PP POWER POLE
- SIGN
- WV WATER VALVE
- LP LIGHT POLE
- FP FENCE POST
- PROPERTY LINE
- GUY WIRE
- HIGH BANK OF DITCH
- X BARBED WIRE FENCE
- OHE OVERHEAD ELECTRIC
- FLOOD PLAIN LINE
- F.B.C.D.R. FORT BEND COUNTY DEED RECORDS
- F.B.C.O.P.R. FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- POB POINT OF BEGINNING

**EXHIBIT OF
TAKEDOWN TRACTS
IN THE
THOMAS HOBERMAKER SURVEY,
ABSTRACT NO. 191
FORT BEND COUNTY, TEXAS**

AUGUST 2017/JUNE 2018 JOB NO. 2482-0001

LJA Surveying, Inc.
 2929 Briarpark Drive Phone 713.953.5200
 Suite 175 Fax 713.953.5026
 Houston, Texas 77042 T.B.P.L.S. Firm No. 10194382

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. The purpose of this exhibit is only to show the location of the Takedown Phases.