

ASSIGNMENT OF JOINT PROJECT AGREEMENT REGARDING ROAD RIGHT-OF-WAY AND RELATED CONSTRUCTION AND MEMORANDUM OF UNDERSTANDING REGARDING FINANCING THEREOF

This Assignment of Joint Project Agreement Regarding Road Right-of-Way and Related Construction and Memorandum of Understanding Regarding Financing Thereof (this "Assignment") is entered into to be effective the 28 day of February, 2022, by and between the Fort Bend County Municipal Utility District No. 134B, a body politic organized and existing under the laws of the State of Texas ("Assignor") and Fort Bend County Municipal Utility District No. 134C, a body politic organized and existing under the laws of the State of Texas ("Assignee").

WITNESSETH

WHEREAS, Assignor entered into that certain Joint Project Agreement Regarding Road Right-of-Way And Related Construction by and between Assignor, Fort Bend County, Fort Bend Grand Parkway Toll Road Authority (the "Authority"), and Aliana Development Company dated June 23, 2020 (the "Joint Project Agreement"), which is attached as Exhibit "A", and incorporated herein by reference; and

WHEREAS, Assignor entered into that certain Memorandum of Understanding Regarding Financing Construction of Improvements at Grand Parkway and West Airport Interchange by and between Assignor and the Authority dated February 28, 2022 modifying various terms of the Joint Project Agreement (the "MOU"), which is attached as Exhibit "B", and incorporated herein by reference (the Joint Project Agreement and MOU shall be collectively referred to hereinafter as the "Agreements"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Agreements and Assignee desires to accept such assignment and assume all of Assignor's rights, duties and obligations under the Agreements;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged and confessed, it is agreed as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Agreements, being all of the Assignor's interest in and to the Agreements.
2. Assignee hereby assumes all of Assignor's duties and obligations under the Agreements from and after the date hereof.
3. Assignor represents and warrants that the Agreements have not been amended, except to the extent the MOU amends the Joint Project Agreement.
4. Assignor agrees, upon Assignee's request, to execute any notice Assignee may reasonably request to the parties of the Agreements to advise them of this Assignment.

5. Assignor hereby represents and warrants to Assignee that the Agreements are currently in full force and effect.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts each of which shall be deemed to be an original and all of which shall constitute the original, to be effective as of the date first written above.

ASSIGNOR:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 134B

By: [Signature]
Name: Jacob Hart
Title: President

ATTEST:

By: [Signature]
Name: Matthew Shepard
Title: Secretary



ASSIGNEE:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 134C

By: J. Reese
Name: Theodore Reese
Title: President

ATTEST:

By: [Signature]
Name: Ed Highfill
Title: Secretary

(SEAL)



EXHIBIT "A"

JOINT PROJECT AGREEMENT REGARDING ROAD RIGHT-OF-WAY AND RELATED CONSTRUCTION

This Joint Project Agreement Regarding Road Right-of-Way and Related Construction (this "Agreement") is entered into as of this, 23 day of June, 2020 ("Effective Date") by and between Fort Bend County Municipal Utility District No. 134B ("District"), a political subdivision of the State of Texas, Fort Bend County, Texas ("County"), Fort Bend Grand Parkway Toll Road Authority ("Authority"), a local government corporation created by the County pursuant to Chapter 431 of the Texas Transportation Code, and Aliana Development Company ("Developer") (collectively, "Parties" or individually, "Party").

FINDINGS OF FACT

The Authority has developed the Grand Parkway Toll Road Segment D (the "Grand Parkway"), a portion of which is immediately adjacent to the District's boundary, the District's land, the Developer's land, and land owned by the Fort Bend Independent School District ("FBISD"); and

The Parties desire to coordinate and allocate responsibility for the financing, design, construction, ownership, and maintenance of the (i) northbound entrance ramp from the Grand Parkway to the interchange at West Airport Boulevard ("Entrance Ramp"), (ii) the northbound exit ramp from the Grand Parkway to the interchange at West Airport Boulevard ("Exit Ramp"), and (iii) extension of the existing northbound frontage road ("Frontage Road Extension"), all as shown on **Exhibit A** attached hereto (collectively, "Improvements"); and

FBISD currently owns land adjacent to the Grand Parkway ("FBISD Land") and necessary for construction of the Frontage Road Extension, and Developer has agreed to utilize commercially reasonable efforts to cause the conveyance of the FBISD Land to the County for use as road right-of-way for the same; and

The District currently owns (or will own) land adjacent to the Grand Parkway ("District Land") and necessary for construction of the Frontage Road Extension, and the District has agreed to convey the District Land to the Authority for use as road right-of-way for the same; and

The Improvements will (i) facilitate the development of commercial and residential property in the County and the District, (ii) expand their tax bases and increase toll revenues on the Grand Parkway, and (iii) enhance the flow of traffic and toll road safety; and

The Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, obligations, and benefits contained herein, the Parties agree as follows:

AGREEMENT

1. The Authority shall design and construct the Improvements. The Authority will allow the District engineer to review and comment on the plans and specifications for the Improvements for which the District is financially responsible. As design and construction of the Improvements are part of a combined project including all items in **Exhibit D** ("Overall Project"), the Authority will use all commercially reasonable efforts to cause the Improvements to be completed within 14 months (the "Construction Period") from the date the Authority and the County, as applicable, receives all right-of-way and funding needed for construction of the Overall Project, including, but not limited to, the FBISD Land and the District Land; provided, however, the Construction Period shall begin no later than 180 days after receipt of the right-of-way and funding needed from the Parties to this Agreement as provided herein.
2. The Authority shall prepare, or cause to be prepared, the drawings and specifications for the Improvements. The Authority shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contracts for construction of the Improvements. Administration of the contracts includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contracts. The Authority shall comply with all statutory requirements for contract letting and award procedures to let and award the construction contract(s).
3. Developer shall utilize commercially reasonable efforts to cause the conveyance of fee title to the FBISD Land from FBISD to the County ("FBISD Land Transfer") in the form of Deed attached hereto as **Exhibit B** ("FBISD Deed"), so that FBISD transfers fee title to the FBISD Land to the County within 30 days of the Effective Date, at no cost to the County. The District shall convey to the Authority ("District Land Transfer") the District Land in the form of Deed attached hereto as **Exhibit C** ("District Deed"), within 30 days of the Effective Date, at no cost to the Authority. The FBISD Deed and the District Deed permit access to the Improvements as provided therein.
4. The Parties understand and agree that the Authority is under no obligation to construct the Improvements until the later of the FBISD Land Transfer and the District Land Transfer, if or when that occurs.
5. The District will be responsible for 100% of the cost to design and construct the Improvements. The District will finance these costs as follows:
 - a. The District will deposit the estimated cost for the design of the Improvements, \$273,688.43, with the Authority within 30 days of the Effective Date.
 - b. The District will deposit the contract amount plus a 10% contingency with the Authority after receipt of bids but before award of the contract or contracts.
 - c. In the event additional funds are needed for design or construction of the Improvements, the District will deposit the additional funds with the Authority within 45 days of request for the same.

- d. The Authority shall separately account for all funds deposited, hold such funds in trust for the benefit of the Parties, and use them only to pay for the design and construction costs of the Improvements.
 - e. Upon completion of the Improvements, the Authority will provide a full accounting of the costs incurred to the District. The Authority will refund any remaining funds within 45 days of the completion of the Improvements.
 - f. The District will have the option to have the Authority initially finance construction costs for the Entrance Ramp ("Entrance Ramp Costs"). In the event the District chooses to exercise this option, the Authority shall keep an accurate accounting of all funds it spends related to construction of the Entrance Ramp and will provide such accounting to the District upon completion of the Entrance Ramp. The District shall reimburse the Entrance Ramp Costs to the Authority within two years after final completion of the Improvements.
6. The Authority will own and maintain the Improvements, except for the Frontage Road Extension, and related improvements within the dedicated road right-of-way. The Authority will facilitate acceptance of the Frontage Road Extension within the dedicated road right-of-way for ownership and maintenance by the County.
7. The portion of the Improvements in the Authority's right-of-way shall outfall drainage into the Authority's drainage and detention system. The drainage for the portion of the Improvements not located in the Authority's right-of-way shall be accounted for in the District's drainage and detention system with no impact on Oyster Creek.
8. The District and/or Developer is responsible for securing all required environmental clearances for the Improvements.
9. For purposes of illustration, the responsibilities and obligations of each Party under the terms of this Agreement are reflected in **Exhibit D** attached hereto.
10. The Findings of Fact and all referenced exhibits are incorporated into the Agreement for all purposes.
11. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.
12. All notices, requests, approvals, and other communications required or permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon receipt when delivered by overnight courier or hand delivery, or (ii) 2 business days after deposit with the US Postal Service, sent certified mail, return receipt requested, postage prepaid, and in each case addressed as follows:

If to the Authority: Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group PLLC

202 Century Square Boulevard
Sugar Land, Texas 77478
Attn: Richard L. Muller, Jr.

If to the District: Fort Bend County Municipal Utility District No. 134B
c/o COATS ROSE PC
9 Greenway Plaza, Suite 1000
Houston, Texas 77046-3653
Attn: Timothy Green

If to the Developer: Aliana Development Company
c/o Dow Golub Remels & Gilbreath, PLLC
2700 Post Oak Blvd., Suite 1750
Houston, Texas 77056
Attn: Debra Gilbreath

If to the County: Marcus D. Spencer
First Assistant County Attorney
Fort Bend County
401 Jackson, 3rd Floor
Richmond, Texas 77469

Any Party may designate a different address or manner of delivery by giving at least 10 days written notice to the other Parties in the manner provided above.

13. This Agreement together with all referenced exhibits contains the entire agreement between the Parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to the same. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party. This Agreement may only be modified, amended, or terminated in a writing signed by all Parties.

14. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.

15. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

16. The Parties shall comply with all federal, county, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.

17. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation

with respect to such future performance shall continue in full force and effect. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

18. The provisions of this Agreement are severable, and if any provision of this Agreement shall be declared void, illegal, or unenforceable by any court, administrative agency, or other body having valid jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

19. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any other regulatory agency having jurisdiction. This Agreement, and all claims arising from or relating to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, and the state courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes arising from or relating to this Agreement.

20. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 134B

By: Timothy Williamson
Name: Timothy Williamson
Title: Board President

ATTEST:

Name: _____
Title: _____

(SEAL)



IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 134B

By: _____
Name: _____
Title: _____

ATTEST:

Peter Van Liew

Peter Van Liew (Jun 9, 2020 12:51 CDT)

Name: Peter Van Liew

Title: Secretary

(SEAL)



IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY

By: Shoukat Dhanani
Shoukat Dhanani (Jun 6, 2020 20:30 CDT)
Name: Shoukat Dhanani
Title: Director

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: June 23, 2020

AGENDA ITEM NO.: 31A

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND COUNTY, TEXAS

KP George
County Judge KP George

By: _____
Name: KP George
Title: County Judge

ATTEST:

Laura Richard

Name: Laura Richard
Title: Fort Bend County Clerk

(SEAL)



IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

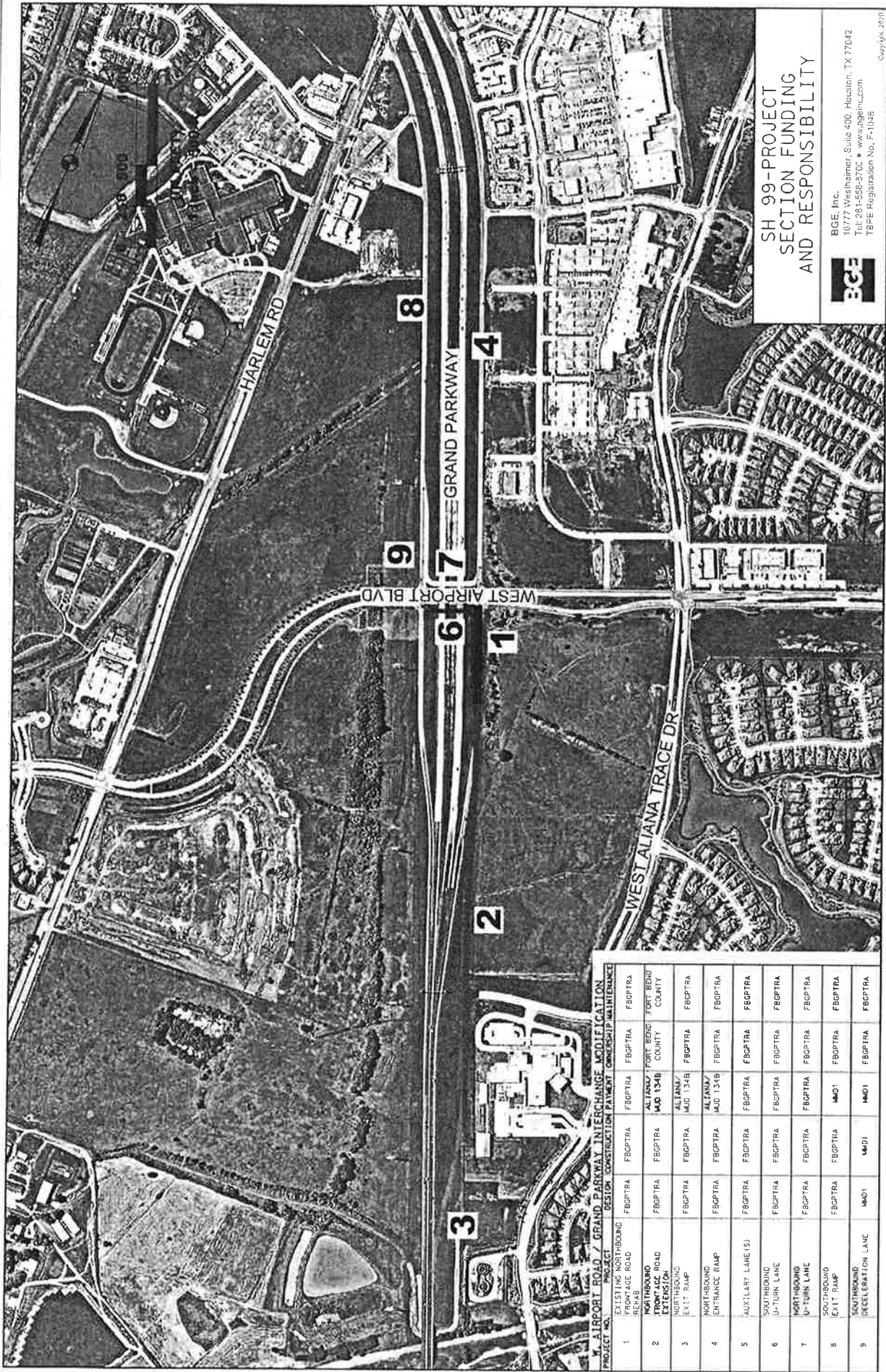
Alana Development Company,
a Texas corporation

By: E. Travis Stone, Jr.
E. Travis Stone, Jr. (Jan 8, 2020 12:36:01)
E. Travis Stone, Jr., President

EXHIBIT A

Improvements

(see attached)



SH 99-PROJECT SECTION FUNDING AND RESPONSIBILITY



BGE Inc.
10777 Welchman, Suite 400, Houston, TX 77042
Tel: 281-558-3700 info@bge.com
TSP# Registration No. F-1045
Copyright: 2020

PROJECT NO.	PROJECT DESCRIPTION	DESIGN	CONSTRUCTION	PAYMENT	OWNERSHIP	MAINTENANCE
1	EXISTING NORTHBOUND REAR	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA
2	NORTHBOUND FRONTAGE ROAD EXTENSION	FBOPTRA	FBOPTRA	ALIANA/ FORT BEND MUD 134B COUNTY	FBOPTRA	FBOPTRA
3	NORTHBOUND EXIT RAMP	FBOPTRA	FBOPTRA	ALIANA/ MUD 134B	FBOPTRA	FBOPTRA
4	NORTHBOUND ENTRANCE RAMP	FBOPTRA	FBOPTRA	ALIANA/ MUD 134B	FBOPTRA	FBOPTRA
5	AUXILIARY LANE (S)	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA
6	SOUTHBOUND J-TURN LANE	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA
7	NORTHBOUND J-TURN LANE	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA	FBOPTRA
8	SOUTHBOUND EXIT RAMP	FBOPTRA	FBOPTRA	MUD	FBOPTRA	FBOPTRA
9	SOUTHBOUND DECELERATION LANE	MUD	MUD	MUD	FBOPTRA	FBOPTRA



SH 99-PROJECT SECTION FUNDING AND RESPONSIBILITY



BGE Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-536-8700 • www.bgeinc.com
TBE Registration No. F-1046
Copyright 2003

PROJECT NO.	EXISTING ROAD	SECTION	CONSTRUCTION PAYMENT	ONE-SHIP MAINTENANCE
1	EXISTING NORTHBOUND FRONTAGE ROAD	FBGPTRA	FBGPTRA	FBGPTRA
2	NORTHBOUND FRONTAGE ROAD	FBGPTRA	ALIANA/ FORT BEND COUNTY MD 134B	FBGPTRA
3	NORTHBOUND EXIT RAMP	FBGPTRA	ALIANA/ MD 134B	FBGPTRA
4	NORTHBOUND ENTRANCE RAMP	FBGPTRA	ALIANA/ MD 134B	FBGPTRA
5	AUXILIARY LANE (S)	FBGPTRA	FBGPTRA	FBGPTRA
6	SOUTHBOUND U-TURN LANE	FBGPTRA	FBGPTRA	FBGPTRA
7	SOUTHBOUND U-TURN LANE	FBGPTRA	FBGPTRA	FBGPTRA
8	SOUTHBOUND EXIT RAMP	FBGPTRA	MD 1	FBGPTRA
9	SOUTHBOUND ACCELERATION LANE	MD 1	MD 1	FBGPTRA

EXHIBIT B

Form of FBISD Deed

(see attached)

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

DEDICATION DEED

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

THAT **FORT BEND INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has DONATED, and by these presents does GRANT, GIVE AND CONVEY unto **FORT BEND COUNTY, TEXAS** ("Grantee"), a body corporate and politic under the laws of the State of Texas and unto its successors, and assigns, forever, a certain tract of land, containing +/- 1.210 acres, as more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Dedication Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

Access to and across the Property to and from Grantor's adjoining land is DENIED.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

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.

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

EXECUTED to be effective as of the ____ day of _____, 2020.

GRANTOR:

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this ____ day of _____ 2020, by _____ of Fort Bend Independent School District, and independent school district and political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, STATE OF TEXAS

AGREED to and ACCEPTED on this the _____ day of _____, 2020.

GRANTEE:

FORT BEND COUNTY, TEXAS, a body corporate
and politic under the laws of the State of Texas.

By: _____
KP George, County Judge

THE 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 body corporate and politic
under the laws of the State of Texas, on behalf of said body corporate and politic.

(SEAL)

Notary Public in and for the 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
Legal Description of Property
[attached]

EXHIBIT A

November 19, 2018
Job No. 1968-0109.206

DESCRIPTION OF 1.204 ACRE (52,458 SQUARE FEET) ROAD RIGHT-OF-WAY DEDICATION

Being 1.204 acre (52,458 square feet) of land located in the Jane Wilkins League, Abstract 96, Fort Bend County, Texas, more particularly being a portion of Unrestricted Reserve "A" of Allana Fort Bend ISD Elementary School No 51 a subdivision of record under Plat Number 20170210, of the Plat Records of said Fort Bend County (F.B.C.P.R.), said Unrestricted Reserve "A" being a portion of that certain called 17.957 acre tract conveyed Fort Bend Independent School District by an instrument of record in File Number 2017051131, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 1.204 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, 1993 Adjustment;

COMMENCING for reference at a 1/2-inch iron rod with cap stamped "LJA ENG" previously set for the northwest corner of that certain called 2.667 acre tract (described as Waste Water Treatment Plant Site) conveyed to Fort Bend County Municipal Utility District No. 134A by an instrument of record in File Number 2016013159, F.B.C.O.P.R., same being the northwest corner of Allana Waste Water Treatment Plant No 2, a subdivision of record under Plat Number 20180013, F.B.C.P.R., and the east right-of-way line of Grand Parkway-State Highway 99 (variable R.O.W.) as described in Volume 2367, Page 2413 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.);

Thence, North 23° 17' 58" West, along the east right-of-way line of said Grand Parkway-State Highway 99, 665.38 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the southwest corner and POINT OF BEGINNING of the herein described tract, said point being on the west line of said 17.957 acre tract and said Unrestricted Reserve "A";

1.204 acre

November 19, 2018
Job No. 1968-0109.206

Thence, North 23° 17' 58" West, continuing along the east right-of-way line of said Grand Parkway-State Highway 99 and the west line of said 17.957 acre tract and said Unrestricted Reserve "A", 354.01 feet to a 5/8-inch Iron rod with TxDOT aluminum disk found for corner on the east right-of-way line of said Grand Parkway-State Highway 99, the beginning of a curve;

Thence, continuing along the east right-of-way line of said Grand Parkway-State Highway 99 and the west line of said 17.957 acre tract and said Unrestricted Reserve "A", 457.74 feet along the arc of a non-tangent curve to the right, having a radius of 22,768.31 feet, a central angle of 1° 09' 07", and a chord which bears North 22° 43' 11" West, 457.73 feet to a point for the south corner of a 0.006 acre (260 square foot) right-of-way dedication as shown on said Aliana Fort Bend ISD Elementary School No 51 subdivision plat, the beginning of a compound curve;

Thence, departing the east right-of-way line of said Grand Parkway-State Highway 99 and the west line of said 17.957 acre tract, and continuing along the west line said Unrestricted Reserve "A", along the east line of said right-of-way dedication, 54.83 feet along the arc of a compound curve to the right, having a radius of 35.00 feet, a central angle of 89° 45' 01", and a chord which bears North 22° 43' 55" East, 49.39 feet to a point for corner on the north line of said 17.957 acre tract;

Thence, North 67° 36' 25" East, along the north line of said Unrestricted Reserve "A" and the north line of said 17.957 acre tract, 62.00 feet to a point for corner, said point being on the south right-of-way line of Fairbairn Way (70 feet wide) as shown on Aliana Fairbairn Way Street Dedication Sec 1, a subdivision of record under Plat Number 20180104, F.B.C.P.R., the beginning of a curve;

Thence, departing the north line of said Unrestricted Reserve "A", the north line of said 17.957 acre tract, the south right-of-way line of said Fairbairn Way, 54.83 feet along the arc of a non-tangent curve to the left, having a radius of 35.00 feet, a central angle of 89° 45' 01", and a chord which bears South 22° 43' 55" West, 49.39 feet to a point for corner, the beginning of a compound curve;

1.204 acre

November 19, 2018
Job No. 1968-0109.206

Thence, 456.76 feet along the arc of a compound curve to the left, having a radius of 22,706.31 feet, a central angle of $1^{\circ} 09' 09''$, and a chord which bears South $22^{\circ} 43' 10''$ East, 456.75 feet to a point for corner;

Thence, South $29^{\circ} 17' 58''$ East, 354.01 feet to a point for corner;

Thence, South $66^{\circ} 42' 02''$ West, 62.00 feet to the POINT OF BEGINNING and containing 1.204 acre (52,458 square feet) of land.

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

LJA Surveying, Inc.



1" = 200'

NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83, 1993 ADJUSTMENT
2. CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

**EXHIBIT OF
1.204 ACRE
(52,458 SQ.FT.)
ROAD RIGHT-OF-WAY
DEDICATION**

**IN THE
JANE WILKINS LEAGUE, A-96
FORT BEND COUNTY, TEXAS**

NOVEMBER 2018 JOB NO. 1968-0109

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382

SHEET 1 OF 2

ALIANA DEVELOPMENT COMPANY
CALLED 48.019 ACRE TRACT
F.N. 2017132054
F.B.C.O.P.R.

ALIANA FAIRBAIN WAY
STREET DEDICATION SEC 1
PLAT NO. 20160104, F.B.C.O.P.R.

FAIRBAIN WAY
(70 FEET WIDE)

0.005 ACRE
CALLED 0.005 ACRE
F.N. 2017032801, F.B.C.O.P.R.

GRAND PARKWAY - STATE HIGHWAY 99
(VARIABLE R.O.W.)
VOL. CC 267 PG 245

**1.204 ACRES
(52,458 SQUARE FEET)**

**UNRESTRICTED RESERVE "A"
ALIANA FORT BEND ISD
ELEMENTARY SCHOOL NO 61
PLAT NO. 20170210
F.B.C.O.P.R.**

**FORT BEND INDEPENDENT
SCHOOL DISTRICT
CALLED 17.957 ACRES
F.N. 2017051131
F.B.C.O.P.R.**

**SANITARY SEWER EASEMENT
(2.014 ACRES)
FILE NO. 2017013731
F.B.C.O.P.R.**

JEFF GILMAN (20% INTEREST)
CALLED 0.300 ACRE
F.N. 2017032801, F.B.C.O.P.R.
HILLARY BURKE (20% INTEREST)
CALLED 0.300 ACRE
F.N. 2017032802, F.B.C.O.P.R.
CHARLES MARCUCCI (20% INTEREST)
CALLED 0.300 ACRE
F.N. 2017032603, F.B.C.O.P.R.
CHARLSON WEN (20% INTEREST)
CALLED 0.300 ACRE
F.N. 2017032604, F.B.C.O.P.R.
KEITH SWALLERS (20% INTEREST)
CALLED 0.300 ACRE
F.N. 2017032805, F.B.C.O.P.R.

DRILL SITE NO. 3
CALLED 2.007 ACRES
F.N. 2016086321
F.B.C.O.P.R.

CALLLED 2.697 ACRE
WASTE WATER TREATMENT
SITE
F.N. 2018013159
F.B.C.O.P.R.
ALIANA WASTE WATER
TREATMENT PLANT NO. 2
PLAT NO. 20180013
F.B.C.O.P.R.

P.O.C.

1/2" IRON ROD WITH CAP
STAMPED "LJA ENG"
PREVIOUSLY SET

C:\PROGRA~1\Surveying\1968\1968-0109\1968-0109.dwg 11/19/2018

LEGEND:

- No. = NUMBER
- F.N. = FILE NUMBER
- F.B.C.P.R. = PUBLIC RECORDS OF FORT BEND COUNTY
- F.B.C.O.P.R. = OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
- F.B.C.D.R. = DEED RECORDS OF FORT BEND COUNTY
- TxDOT = FOUND 5/8" IRON ROD WITH TxDOT ALUMINUM DISK
- (S) = SET 5/8" IRON ROD WITH CAP STAMPED "LJA ENG"

1" = 200'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°36'25" E	62.00'
L2	S 66°42'02" W	62.00'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
C1	457.74'	22,768.31'	1°09'07"	N 22°43'11" W	457.73'
C2	54.83'	35.00'	89°45'01"	N 22°43'55" E	49.39'
C3	54.83'	35.00'	89°45'01"	S 22°43'55" W	49.39'
C4	456.76'	22,706.31'	1°09'09"	S 22°43'10" E	456.75'



NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83, 1993 ADJUSTMENT.

2. CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

SHEET 2 OF 2

**EXHIBIT OF
1.204 ACRE
(52,458 SQ.FT.)
ROAD RIGHT-OF-WAY
DEDICATION**

**IN THE
JANE WILKINS LEAGUE, A-96
FORT BEND COUNTY, TEXAS**

NOVEMBER 2018 JOB NO. 1968-0109

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.6200
Fax 713.953.6026
T.B.P.L.S. Firm No. 10194382



EXHIBIT C

Form of District Deed

(see attached)

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.

SPECIAL WARRANTY DEED

Date: _____, 2020

Grantor:

Fort Bend County Municipal Utility District No. 134B, a political subdivision of the State of Texas

Grantor's Mailing Address:

c/o Coats Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

Grantee:

Fort Bend Grand Parkway Toll Road Authority, a Texas local government corporation

Grantee's Mailing Address:

c/o The Muller Law Group PLLC
202 Century Square Boulevard, Sugar Land, Texas 77478

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

That certain tract of land containing 2.198 acres, as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon.

Exceptions to Conveyance and Warranty:

This Special Warranty Deed is executed and delivered by Grantor and accepted by Grantee, and the conveyance set forth herein and the Property are subject to the terms, conditions, and provisions hereof, and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, and other matters of record in Fort Bend County, Texas, to the extent same are validly existing and applicable to the Property (collectively, "Permitted Encumbrances").

Access Reservation:

Access to and across the Property is DENIED, except as provided in this paragraph. Grantor excepts and reserves unto itself and its successors and assigns, the right of access, ingress, and egress across, along, and upon the Property to and from the property shown on **Exhibit B** attached hereto ("Remaining Property") through the 4 access points to the Grand Parkway shown on **Exhibit C** attached hereto, in compliance with the Texas Department of Transportation's, the County's, and the Fort Bend Grand Parkway Toll Road Authority's driveway/access criteria, including any deceleration lanes required thereunder.

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 edge of pavement of driveways and/or any roads as measured at the property boundary between the Remaining Property and the Property.

Grant of Property:

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty and the Access Reservation, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty and the Access Reservation.

Grantor, for the same Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without warranty, express or implied, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

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

Remainder of page intentionally blank.

Executed to be effective as of _____, 2020.

GRANTOR:

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 134B,**
a political subdivision of the State of Texas

By: _____
Name: Timothy Williamson
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Timothy Williamson, President of Fort Bend County Municipal Utility District No. 134B, a political subdivision of the State of Texas, on behalf of said entity.

(NOTARY SEAL)

Notary Public, State of Texas

AGREED to and ACCEPTED this _____ day of _____, 2020 by Grantee.

GRANTEE:

**FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, _____, of the Board of Directors of FORT BEND
GRAND PARKWAY TOLL ROAD AUTHORITY, a Texas local government corporation, on
behalf of said local government corporation.

Notary Public, State of Texas

(NOTARY SEAL)

Attachment:

Exhibit A – Legal Description and Depiction of Property
Exhibit B – Legal Description and Depiction of Remaining Property
Exhibit C – Driveway/Roadway Spacing Exhibit

After recording, please return to:

Keely Campbell
The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77478

EXHIBIT A

Legal Description and Depiction of Property

(see attached)

DESCRIPTION OF
2.198 ACRES (95,753 SQUARE FEET)
RIGHT-OF-WAY DEDICATION

Being 2.198 acres of land located in the Jane Wilkins League, Abstract 96 Fort Bend County, Texas, being a portion of Tract 1 – Part 2 as shown on the State of Texas Department of Transportation Partition Plat, a partition plat of record on Slide Number 1819A, of the Plat Records of said Fort Bend County, Texas (F.B.C.P.R.), more particularly being a portion of that certain called 48.019 acre tract conveyed to Aliana Development Company by an instrument of record under File Number 2017132054, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.) and a portion of that certain called 4.023 acre tract (described as Tract "G", Part One) conveyed Aliana Development Company by an instrument of record under File Number 2011100735, F.B.C.O.P.R., said 2.198 acres being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83 (1993 adjustment);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the northwest corner of that certain called 0.006 acre area dedicated for right-of-way purposes shown on Aliana Fort Bend Elementary School No. 51, a subdivision of record under Plat Number 20170210, F.B.C.P.R., said Aliana Fort Bend Elementary School No. 51 being all of that certain called 17.957 acre tract conveyed to Fort Bend Independent School District by an instrument of record under File Number 2017051131, F.B.C.O.P.R., said point also being the southwest corner of said 48.019 acre tract, and located on the arc of a curve on the east right-of-way line of Grand Parkway-State Highway 99 (width varies) as described in Volume 2367, Page 2413 of the Deed Records of said Fort Bend County, Texas (F.B.C.D.R.), the beginning of a curve;

Thence, along the east right-of-way line of said Grand Parkway-State Highway No. 99 the following five (5) courses:

1. 347.78 feet along the west line of said 48.019 acre tract and the arc of a non-tangent curve to the right, having a radius of 22,768.31 feet, a central angle of $00^{\circ} 52' 31''$, and a chord which bears North $21^{\circ} 37' 07''$ West, 347.77 feet to a 5/8-inch iron rod with an aluminum TXDOT disk previously found for corner;
2. North $21^{\circ} 08' 45''$ West, continuing along the west line of said 48.019 acre tract, 508.80 feet to a brass TXDOT disk in concrete previously found for corner;
3. North $18^{\circ} 04' 14''$ West, continuing along the west line of said 48.019 acre tract, 396.37 feet to a brass TXDOT disk in concrete previously found for corner;
4. North $19^{\circ} 01' 30''$ West, continuing along the west line of said 48.019 acre tract, passing at a distance of 383.88 feet the common west corner of said 48.019 acre tract and the aforementioned 4.023 acre tract, continuing along the west line of said 4.023 acre tract, a total distance of 397.76 feet to a brass TXDOT disk in concrete previously found for corner;
5. North $23^{\circ} 18' 33''$ West, continuing along the west line of said 4.023 acre tract, 700.60 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set at the southerly end of a radial cut-back corner at the intersection of said Grand Parkway-State Highway No. 99 and the south right-of-way line of West Airport Boulevard as shown on Aliana State Highway 99 to F.M. 1464 Street Dedication Re-Plat No. 1, recorded under Plat Number 20110071, F.B.C.P.R., said point being on the west line of said 4.023 acre tract, the beginning of a curve;

Thence, along the north line of said 4.023 acre tract and the south right-of-way line of said Aliana West Airport Boulevard, 31.42 feet along the arc of a tangent curve to the right, having a radius of 30.00 feet, a central angle of $60^{\circ} 00' 00''$, and a chord which bears North $06^{\circ} 41' 27''$ East, 30.00 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

2.198 Acres

August 23, 2018
Job No. 1968-0018A

Thence, South 23° 18' 33" East, departing the north line of said 4.023 acre tract and the south right-of-way line of said Aliana West Airport Boulevard, 895.59 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a curve;

Thence, 246.20 feet along the arc of a tangent curve to the right, having a radius of 6,520.00 feet, a central angle of 02° 09' 48", and a chord which bears South 22° 13' 38" East 246.19 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South 21° 08' 44" East, 873.52 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the left having a radius of 22,706.31 feet, passing at an arc length of 304.38 feet the northwest corner of Fairbairn Way (70 feet wide) as shown on Aliana Fairbairn Way Street Dedication Sec 1, a subdivision of record under Plat Number 20180104, F.B.C.P.R., continuing for a total arc length of distance of 360.53 feet, having a central angle of 00° 54' 35", and a chord which bears South 21° 36' 01" East, 360.52 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the southwest corner of said Fairbairn Way, said point being on the north line of the aforementioned 17.957 acre tract, same being the south line of the aforesaid 48.019 acre tract;

Thence, South 67° 36' 25" West, along the north line of said 17.957 acre tract and the south line of said 48.019 acre tract, 62.00 feet to the POINT OF BEGINNING and containing 2.198 acres of land.

LJA Surveying, Inc.



ALIANA DEVELOPMENT
COMPANY
RESIDUE OF CALLED
6.579 ACRES
(DESCRIBED AS TRACT "F")
FILE NO. 2011100735
F.B.C.O.P.R.

ALIANA WEST AIRPORT
BOULEVARD
STATE HIGHWAY 99 TO FM
1464 STD REPLAT NO. 1
PLAT NO. 20110071,
F.B.C.P.R.

ALIANA DEVELOPMENT COMPANY
CALLED 4.023 ACRES
(DESCRIBED AS TRACT "G" PART ONE)
F.N. 2011100735
F.B.C.O.P.R.

TRACT 1 - PART 2

THE STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PARTITION PLAT
SLIDE NO. 1819A
F.B.C.P.R.

0 400 800

SCALE: 1"=400'

S. LINE OF TRACT 1 - PART 2

FND BRASS
TXDOT DISK

2.198 ACRES
95,752 SQUARE FEET

FND BRASS
TXDOT DISK

FND BRASS
TXDOT DISK

GRAND PARKWAY - 99
STATE HIGHWAY NO. 99
VOL. 267 PG. 2413
F.B.C.D.R.

FND 5/8" I.R. W/CAP
STAMPED "LJA ENG"

P.O.B.

STREET DEDICATION
(0.006 AC)
PLAT NO. 20170210
F.B.C.P.R.

ALIANA FORT BEND
ELEMENTARY SCHOOL NO. 51
PLAT NO. 20170210
F.B.C.P.R.

ALIANA DEVELOPMENT COMPANY
CALLED 48.019 ACRES TRACT
F.N. 2017132054
F.B.C.O.P.R.

ALIANA FAIRBAIN WAY
STREET DEDICATION SEC. 1
(70 FEET WIDE)
PLAT NO. 20180104,
F.B.C.P.R.

WATERLINE EASEMENT
(0.090 AC)
F.N. 2011034263
F.B.C.O.P.R.

FORT BEND INDEPENDENT
SCHOOL DISTRICT
CALLED 17.957 ACRES
F.N. 2017051131
F.B.C.O.P.R.

**EXHIBIT OF
2.198 ACRES
95,752 SQUARE FEET
RIGHT-OF-WAY DEDICATION
(VARIABLE WIDTH)
LOCATED IN THE
JANE WILKINS LEAGUE, A-96
FORT BEND COUNTY, TEXAS**

AUGUST 2018 JOB NO. 1968-0018A

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382



NOTES:

1. ALL BEARINGS ARE REFERENCED TO
THE TEXAS COORDINATE SYSTEM SOUTH
CENTRAL ZONE, NAD 83, 1993 ADJ.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 21°08'45" W	508.80'
L2	N 18°04'14" W	396.37'
L3	N 19°01'30" W	397.76'
L4	S 67°36'25" W	62.00'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	347.78'	22,768.31'	0°52'31"	N 21°37'07" W	347.77'
C2	31.42'	30.00'	60°00'00"	N 06°41'27" E	30.00'
C3	246.20'	6,520.00'	2°09'48"	S 22°13'38" E	246.19'
C4	360.53'	22,706.31'	0°54'35"	S 21°36'01" E	360.52'

LEGEND

F.B.C.O.P.R. OFFICIAL PUBLIC RECORDS OF
FORT BEND COUNTY, TEXAS

F.B.C.P.R. PLAT RECORDS OF FORT
BEND COUNTY, TEXAS

F.B.C.D.R. DEED RECORDS OF FORT BEND
COUNTY, TEXAS

"S" • SET 5/8" IRON ROD WITH CAP
STAMPED "LJA SURVEY"

EXHIBIT OF 2.198 ACRES 95,752 SQUARE FEET RIGHT-OF-WAY DEDICATION (VARIABLE WIDTH) LOCATED IN THE JANE WILKINS LEAGUE, A-96 FORT BEND COUNTY, TEXAS

AUGUST 2018 JOB NO. 1968-0018A

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10194382



EXHIBIT B

Legal Description and Depiction of Remaining Property

(see attached)

DESCRIPTION OF
52.758 ACRES

Being 52.758 acres of land in the Jane Wilkins League, Abstract 96 Fort Bend County, Texas, being a portion of Tract 1 – Part 2 as shown on the State of Texas Department of Transportation Partition Plat, a partition plat of record on Slide Number 1819A, of the Plat Records of said Fort Bend County, Texas (F.B.C.P.R.), more particularly being a portion of that certain called 4.023 acre tract (described as Tract "G", Part One) conveyed to Aliana Development Company by an instrument of record in File Number 2011100735, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), a portion of that certain called 5.443 acre tract (described as Tract "G", Part Two) conveyed to Aliana Development Company by an instrument of record in File Number 2011100735, F.B.C.O.P.R., a portion of that certain called 79.678 acre tract (described as Exhibit "A" – Tract 1, Part Three) conveyed to Aliana Development Company by an instrument of record in File Number 2007074437, F.B.C.O.P.R., a portion of that certain called 70.983 acre tract (described as Tract C) conveyed to Aliana Development Company by an instrument of record in File Number 2012147322, F.B.C.O.P.R., and a portion of that certain called 48.019 acre tract conveyed to Aliana Development Company by an instrument of record in File Number 2017132054, F.B.C.O.P.R., said 52.758 acre being more particularly described by metes and bounds as follows, all bearings referenced to the Texas Coordinate System, South Central Zone, (NAD 83, 1993 adjustment);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the northwest corner of Fairbairn Way (70 feet wide) as shown on Aliana Fairbairn Way Street Dedication Sec. 1, a subdivision of record under Plat Number 20180104, F.B.C.P.R., the beginning of a curve;

Thence, 290.52 feet along the arc of a non-tangent curve to the right, having a radius of 22,706.31 feet, a central angle of 00° 43' 59", and a chord which bears North 21° 30' 44" West 290.52 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;

Thence, North 21° 08' 44" West, 873.52 feet a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, the beginning of a curve;

Thence, 246.20 feet along the arc of a tangent curve to the left, having a radius of 6,520.00 feet, a central angle of 02° 09' 49", and a chord which bears North 22° 13' 38" West 246.19 feet a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;

Thence, North 23° 18' 33" West, passing at 155.16 feet a northwesterly line of aforementioned 48.019 acre tract and a south line of the aforementioned 4.023 acre tract, continuing for a total distance of 895.59 feet to a point for corner on the south right-of-way line of Aliana West Airport Boulevard (width varies) as shown on Aliana West Airport Boulevard State Highway 99 to F.M. 1464 STD Replat No. 1, a subdivision of record under Plat Number 20110071, F.B.C.P.R., common to the north line of said 4.023 acre tract, the beginning of a curve;

Thence, along the south right-of-way line of said Aliana West Airport Boulevard the following eight (8) courses:

1. Along the north line of said 4.023 acre tract, and along the arc of a non-tangent curve to the right for a total arc length of 15.71 feet, having a radius of 30.00 feet, a central angle of 30° 00' 00", and a chord which bears North 51° 41' 27" East, 15.53 feet to a point for corner;
2. North 66° 41' 27" East, continuing along the north line of said 4.023 acre tract, 48.71 feet to a point for corner, the beginning of a curve;
3. Departing the north line of said 4.023 acre tract and 140.88 feet along the arc of a tangent curve to the right, having a radius of 1,018.00 feet, a central angle of 07° 55' 44", and a chord which bears North 70° 39' 19" East, 140.77 feet to a point for corner;

4. North $74^{\circ} 37' 12''$ East, 238.36 feet to a point for corner, the beginning of a curve;
5. 350.47 feet along the arc of a tangent curve to the left, having a radius of 1,062.00 feet, a central angle of $18^{\circ} 54' 30''$, and a chord which bears North $65^{\circ} 09' 56''$ East, 348.89 feet to a point for corner;
6. North $55^{\circ} 42' 41''$ East, 77.14 feet to a point for corner, the beginning of a curve;
7. 195.08 feet along the arc of a tangent curve to the right, having a radius of 1,018.00 feet, a central angle of $10^{\circ} 58' 46''$, and a chord which bears North $61^{\circ} 12' 04''$ East, 194.78 feet to a point for corner on the north line of the aforementioned 79.678 acre tract;
8. North $66^{\circ} 41' 27''$ East, along the north line of said 79.678 acre tract and the aforementioned 5.443 acre tract, 45.67 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the north end of a radial cutback corner at the intersection of the south right-of-way line of said Aliana West Airport Boulevard and the west right-of-way line of West Aliana Trace (width varies at this point) as shown on Aliana Trace Drive Street Dedication Sec 4, a subdivision of record under Plat Number 20170189, F.B.C.P.R., same being on the north line of the aforementioned 5.443 acre tract, the beginning of a curve;

Thence, departing the north line of said 5.443 acre tract, and along the west right-of-way line of said West Aliana Trace the following nine (9) courses:

1. Along said cutback corner and along the arc of a non-tangent curve to the right for a total arc length of 47.12 feet, having a radius of 30.00 feet, a central angle of $89^{\circ} 59' 59''$, and a chord which bears South $68^{\circ} 18' 32''$ East, 42.43 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the south end of said cutback corner, said West Aliana Trace (100 feet wide at this point);

2. South $23^{\circ} 18' 33''$ East, 15.01 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, the beginning of a curve;
3. 118.15 feet along the arc of a tangent curve to the right, having a radius of 1,280.00 feet, a central angle of $05^{\circ} 17' 20''$, and a chord which bears South $20^{\circ} 39' 53''$ East, 118.11 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;
4. South $18^{\circ} 01' 13''$ East, at 762.00 feet pass a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for reference, continuing for a total distance of 940.48 feet to a point for corner on the east line of the aforementioned 48.019 acre tract, the beginning of a curve;
5. Continuing along the east line of said 48.019 acre tract and 215.08 feet along the arc of a tangent curve to the right, having a radius of 1,150.00 feet, a central angle of $10^{\circ} 42' 57''$, and a chord which bears South $12^{\circ} 39' 45''$ East, 214.77 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;
6. South $07^{\circ} 18' 16''$ East, continuing along the east line of said 48.019 acre tract, 342.90 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, the beginning of a curve;
7. Continuing along the east line of said 48.019 acre tract and 102.16 feet along the arc of a tangent curve to the right, having a radius of 750.00 feet, a central angle of $07^{\circ} 48' 15''$, and a chord which bears South $03^{\circ} 24' 09''$ East, 102.08 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;
8. South $00^{\circ} 29' 59''$ West, continuing along the east line of said 48.019 acre tract, 322.79 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, the beginning of a curve;

9. Continuing along the east line of said 48.019 acre tract and 375.51 feet along the arc of a tangent curve to the left, having a radius of 850.00 feet, a central angle of $25^{\circ} 18' 44''$, and a chord which bears South $12^{\circ} 09' 23''$ East, 372.47 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the north end of a radial cutback corner at the intersection of the west right-of-way line of the aforementioned West Aliana Trace and the north right-of-way line of Fairbairn Way (width varies at this point) as shown on Aliana Fairbairn Way Street Dedication Sec. 1, a subdivision of record under Plat Number 20180104, F.B.C.P.R., the beginning of a reverse curve;

Thence, departing the west right-of-way line of said West Aliana Trace and along the north right-of-way line of said Fairbairn Way the following five (5) courses:

1. Along said cutback corner and 57.43 feet along the arc of a tangent curve to the right, having a radius of 35.00 feet, a central angle of $94^{\circ} 00' 37''$, and a chord which bears South $22^{\circ} 11' 36''$ West, 51.20 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, said Fairbairn Way (70 feet wide at this point), the beginning of a compound curve;
2. 172.61 feet along the arc of a tangent curve to the right, having a radius of 815.00 feet, a central angle of $12^{\circ} 08' 04''$, and a chord which bears South $75^{\circ} 15' 56''$ West, 172.28 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;
3. South $81^{\circ} 19' 59''$ West, 272.22 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner, the beginning of a curve;
4. 212.01 feet along the arc of a tangent curve to the left, having a radius of 885.00 feet, a central angle of $13^{\circ} 43' 34''$, and a chord which bears South $74^{\circ} 28' 12''$ West, 211.51 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for corner;

52.758 Acre

May 15, 2020
Job No. 1968-0020A

5. South $67^{\circ} 36' 25''$ West, 37.71 feet to the POINT OF BEGINNING and containing 52.758 acres of land.

Corners were not set at the client's request.

LJA Surveying, Inc.



MATCH SHEET 2



GRAND PARKWAY (WIDTH VARIES)
VOL. 2367 F.B.C.D.R. PG. 2413
N 21°08'44" W 8733.52'

ALIANA DEVELOPMENT COMPANY
CALLED 48.019 ACRE TRACT
F.N. 2017132054
F.B.C.O.P.R.

52.758 ACRES

STORM SEWER EASEMENT
(0.010 ACRE, EXHIBIT "E")
FILE NO. 2017013729
F.B.C.O.P.R.

SANITARY SEWER EASEMENT
(2.014 ACRES)
FILE NO. 2017013731
F.B.C.O.P.R.

WEST ALIANA TRACE
(100 FEET WIDE)
ALIANA TRACE DRIVE STREET DEDICATION SEC. 4
PLAT NO. 20170189
F.B.C.P.R.

SANITARY SEWER EASEMENT
FILE NO. 20170189
F.B.C.O.P.R.

STORM SEWER EASEMENT
(0.009 ACRE, EXHIBIT "B")
FILE NO. 2017013729
F.B.C.O.P.R.

ALIANA SEC. 52
PLAT NO. 20170245
F.B.C.P.R.

W.L.E. (0.1827AC)
FILE NO. 2018003803
F.B.C.O.P.R.

ALIANA FAIRBAIN WAY
STREET DEDICATION SEC. 1
(78 FEET WIDE)
PLAT NO. 20180104, F.B.C.P.R.

10' U.E./A.E.
PLAT NO. 20170210
F.B.C.P.R.

STORM SEWER EASEMENT
(0.010 ACRE, EXHIBIT "D")
FILE NO. 2017013729
F.B.C.O.P.R.

W.L.E. (0.0014AC)
FILE NO. 2017013729
F.B.C.O.P.R.

0.006 ACRE
DEDICATED TO
THE PUBLIC FOR
R.O.W. PURPOSES
PLAT NO. 20170210
F.B.C.P.R.

ACCESS EASEMENT
(CALLED 1.210 ACRE)
FILE NO. 2017051130
F.B.C.O.P.R.
10' LANDSCAPE EASEMENT
PLAT NO. 20170210
F.B.C.P.R.

RESERVE "A"

ALIANA FORT BEND
ELEMENTARY SCHOOL NO. 51
PLAT NO. 20170210
F.B.C.P.R.

FORT BEND INDEPENDENT
SCHOOL DISTRICT
CALLED 17.957 ACRES
F.N. 2017051131
F.B.C.O.P.R.

LEGEND

- F.B.C.O.P.R. OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS
- F.B.C.P.R. PLAT RECORDS OF FORT BEND COUNTY, TEXAS
- F.B.C.D.R. DEED RECORDS OF FORT BEND COUNTY, TEXAS
- (S) 5/8" IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET

NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83, 1993 ADJ.
2. CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

**EXHIBIT OF
52.758 ACRES**

**IN THE
JANE WILKINS LEAGUE, A-96
FORT BEND COUNTY, TEXAS**

MAY 2020 JOB NO. 1968-0020A

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042



Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

11:40 PM 11/15/2020 SURVEY 19680020A C:\DWG\2758 A-96 Exhibit.dwg

(A) ALIANA DEVELOPMENT COMPANY
CALLED 70.983 ACRES
(DESCRIBED AS TRACT C)
F.N. 2012147322
F.B.C.O.P.R.

(B) ALIANA DEVELOPMENT COMPANY
CALLED 5.443 ACRES
(DESCRIBED AS TRACT "G", PART TWO)
F.N. 2011100735
F.B.C.O.P.R.

ALIANA DEVELOPMENT COMPANY
CALLED 4.023 ACRES
(DESCRIBED AS TRACT "G", PART ONE)
F.N. 2011100735
F.B.C.O.P.R.

TRACT 1-PART 1
STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PARTITION PLAT
SLIDE NO. 1819A
F.B.C.P.R.

52.758 ACRES

ALIANA DEVELOPMENT COMPANY
CALLED 48.019 ACRE TRACT
F.N. 2017132054
F.B.C.O.P.R.

STORM SEWER EASEMENT
(0.011 ACRE, EXHIBIT "G")
FILE NO. 2017013729
F.B.C.O.P.R.

SANITARY SEWER EASEMENT
FILE NO. 2017013731
F.B.C.O.P.R.

S. LINE OF TRACT 1 - PART 2

MATCH SHEET 1

LEGEND

F.B.C.O.P.R. OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS
F.B.C.P.R. PLAT RECORDS OF FORT BEND COUNTY, TEXAS
F.B.C.D.R. DEED RECORDS OF FORT BEND COUNTY, TEXAS
(S) 5/8" IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET

NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83, 1993 ADJ.

2. CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

SHEET 2 OF 3

EXHIBIT OF 52.758 ACRES

IN THE
JANE WILKINS LEAGUE, A-96
FORT BEND COUNTY, TEXAS

MAY 2020 JOB NO. 1968-0020A

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382



LINE	BEARING	DISTANCE
L1	N 66°41'27" E	48.71'
L2	N 74°37'12" E	238.36'
L3	N 55°42'41" E	77.14'
L4	N 66°41'27" E	45.67'
L5	S 23°18'33" E	15.01'
L6	S 07°18'16" E	342.90'
L7	S 00°29'59" W	322.79'
L8	S 81°19'59" W	272.22'
L9	S 67°36'25" W	37.71'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	22706.31'	290.52'	290.52'	N 21°30'44" W	0°43'59"
C2	6520.00'	246.20'	246.19'	N 22°13'38" W	2°09'49"
C3	30.00'	15.71'	15.53'	N 51°41'27" E	30°00'00"
C4	1018.00'	140.88'	140.77'	N 70°39'19" E	7°55'44"
C5	1062.00'	350.47'	348.89'	N 65°09'56" E	18°54'30"
C6	1018.00'	195.08'	194.78'	N 61°12'04" E	10°58'46"
C7	30.00'	47.11'	42.42'	S 68°17'49" E	89°58'32"
C8	1280.00'	118.15'	118.11'	S 20°39'53" E	5°17'20"
C9	1150.00'	215.08'	214.77'	S 12°39'45" E	10°42'57"
C10	750.00'	102.16'	102.08'	S 03°24'09" E	7°48'15"
C11	850.00'	375.51'	372.47'	S 12°09'23" E	25°18'44"
C12	815.00'	172.61'	172.28'	S 75°15'56" W	12°08'04"
C12	35.00'	57.43'	51.20'	S 22°11'35" W	94°00'39"
C13	885.00'	212.01'	211.51'	S 74°28'12" W	13°43'34"
C13	815.00'	172.61'	172.28'	S 75°15'56" W	12°08'04"
C14	885.00'	212.01'	211.51'	S 74°28'12" W	13°43'34"



LEGEND

- F.B.C.O.P.R. OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS
- F.B.C.P.R. PLAT RECORDS OF FORT BEND COUNTY, TEXAS
- F.B.C.D.R. DEED RECORDS OF FORT BEND COUNTY, TEXAS
- (S) 5/8" IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY SET

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83, 1993 ADJ.
- CORNER MONUMENTS WERE NOT SET AT THE CLIENT'S REQUEST.

SHEET 3 OF 3

EXHIBIT OF 54.956 ACRES

IN THE
JANE WILKINS LEAGUE, A-96
FORT BEND COUNTY, TEXAS

MAY 2020 JOB NO. 1968-0020A

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

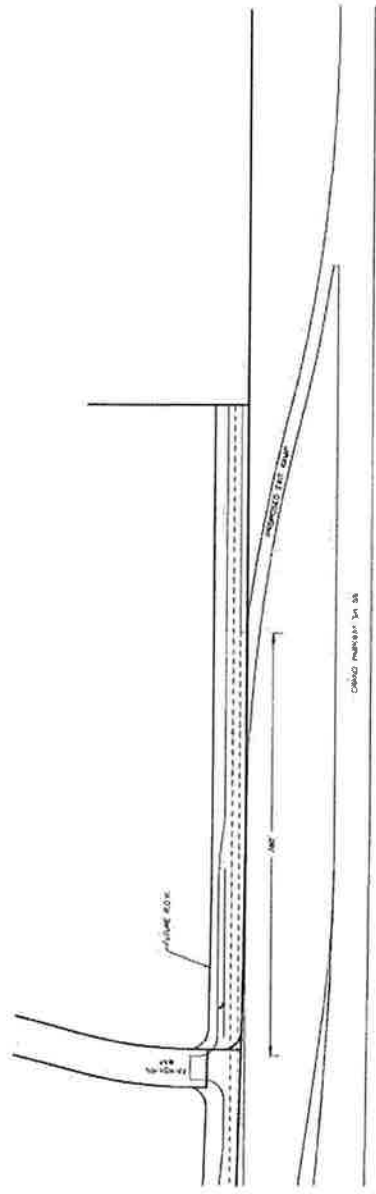
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382



EXHIBIT C

Driveway/Roadway Spacing Exhibit

(see attached)



FRONTAGE ROAD
ROUTE DELIVERY CONNECTIONS

LJA Engineering, Inc.
2025 Shepherd Drive
Suite 300
Houston, Texas 77057

LJA
Phone: 713.562.5700
Fax: 713.562.5025
E-Mail: lja@lja.com

EXHIBIT D

W. AIRPORT ROAD/GRAND PARKWAY INTERCHANGE MODIFICATION

Project No.	Project	Design	Construction	Payment	Ownership	Maintenance
1	Existing Northbound Frontage Road Rehab	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA
2	Northbound Frontage Road Extension	FBGPTRA	FBGPTRA	Alana/ MUD 134B	Fort Bend County	Fort Bend County
3	Northbound Exit Ramp	FBGPTRA	FBGPTRA	Alana/ MUD 134B	FBGPTRA	FBGPTRA
4	Northbound Entrance Ramp	FBGPTRA	FBGPTRA	Alana/ MUD 134B	FBGPTRA	FBGPTRA
5	Auxiliary Lane(s)	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA
6	Southbound U-turn Lane	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA
7	Northbound U-turn Lane	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA	FBGPTRA
8	Southbound Exit Ramp	FBGPTRA	FBGPTRA	MMD1	FBGPTRA	FBGPTRA
9	Southbound Deceleration Lane	MMD1	MMD1	MMD1	FBGPTRA	FBGPTRA






Form 1295 - Airia

Final Audit Report

2020-06-26

Created:	2020-06-26
By:	Keely Campbell (keely@mullerlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAxk56FgDgdW3zVKyHOWldbDekdRI15M7Q

"Form 1295 - Airia" History

-  Document created by Keely Campbell (keely@mullerlawgroup.com)
2020-06-26 - 9:50:36 PM GMT- IP address: 73.206.101.209
-  Document emailed to E Travis Stone Jr (traviss@airiadevco.com) for signature
2020-06-26 - 9:51:18 PM GMT
-  Email viewed by E Travis Stone Jr (traviss@airiadevco.com)
2020-06-26 - 11:39:09 PM GMT- IP address: 107.193.7.49
-  Document e-signed by E Travis Stone Jr (traviss@airiadevco.com)
Signature Date: 2020-06-26 - 11:40:04 PM GMT - Time Source: server- IP address: 107.193.7.49
-  Signed document emailed to E Travis Stone Jr (traviss@airiadevco.com) and Keely Campbell (keely@mullerlawgroup.com)
2020-06-26 - 11:40:04 PM GMT



Adobe Sign

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aliana Development Company
Houston , TX United States

Certificate Number:
2020-637554

Date Filed:
06/26/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority

Date Acknowledged:
06/27/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1
Frontage road for Aliana

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING REGARDING FINANCING CONSTRUCTION OF IMPROVEMENTS AT GRAND PARKWAY AND WEST AIRPORT INTERCHANGE

This Memorandum of Understanding ("Memorandum") is made and entered into as of February 28, 2022, by Fort Bend County Municipal Utility District No. 134B ("District"), a political subdivision of the State of Texas, and Fort Bend Grand Parkway Toll Road Authority ("Authority"), a local government corporation created by Fort Bend County, Texas pursuant to Chapter 431 of the Texas Transportation Code. The Authority and the District may be referred to herein collectively as the "Parties."

BACKGROUND

The Parties entered into that certain Joint Project Agreement Regarding Road Right-of-Way and Related Construction, dated June 23, 2020 ("Agreement"), governing the coordination and allocation of responsibility for the financing, design, construction, ownership, and maintenance of the (i) northbound entrance ramp from the Grand Parkway to the interchange at West Airport Boulevard ("Entrance Ramp"), (ii) the northbound exit ramp from the Grand Parkway to the interchange at West Airport Boulevard ("Exit Ramp"), and (iii) extension of the existing northbound frontage road ("Frontage Road Extension"), all as shown on **Exhibit A** attached to the Agreement (collectively, "Improvements").

Pursuant to Section 5 of the Agreement, the District is responsible for 100% of the cost to design and construct the Improvements. Section 5(f) provides the District with the option of having the Authority initially finance construction costs for the Entrance Ramp with reimbursement to the Authority within two years after final completion of the Improvements ("Entrance Ramp Financing Option"). Additionally, as a result of increased construction costs substantially beyond those estimated and previously provided to and budgeted/allocated for the Improvements by the District, the District has requested the Authority initially finance an additional portion of the construction costs for the Improvements. The Parties now wish to execute this Memorandum to outline this new arrangement.

AGREEMENT

1. Deposit. Within 10 days of execution of this Memorandum, the District shall transfer \$1,750,000 ("Deposit") to the Authority for construction costs for the Improvements. The Authority shall initially fund all construction costs for the Improvements over the Deposit amount pursuant to Sections 2 and 3 below.

2. Entrance Ramp. The District is exercising its Entrance Ramp Financing Option, pursuant to the terms of Section 5(f) of the Agreement. As such, the Authority shall initially fund the portion of the construction costs attributable to the Entrance Ramp. The District will reimburse to the Authority the actual construction costs of the Entrance Ramp within two years after final completion of the Improvements, without interest.

3. Exit Ramp and Frontage Road Extension. The Authority shall initially fund all construction costs for the Exit Ramp and Frontage Road Extension remaining after application of the Deposit. The District shall reimburse the Authority for the actual construction costs for the Exit Ramp and Frontage Road Extension within two years after final completion of the Improvements, along with interest at a rate of 2.5% per year, during the time period in which such funds are outstanding.

4. Accounting. The Authority shall keep an accurate accounting of all funds it spends related to construction of the Improvements and will provide such accounting to the District upon completion of the Improvements.

5. Miscellaneous. The background set forth above is declared true and correct and is hereby incorporated as part of this Memorandum for all purposes. Terms not otherwise defined herein shall have the same meanings as set forth in the Agreement, as applicable. Notwithstanding anything stated in this Memorandum to the contrary, the provisions of the Agreement shall remain effective and fully binding on the parties thereto, except as expressly modified by this Memorandum.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 134B



By: [Signature]
Title: President
Date: February 17, 2022

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: _____
Title: _____
Date: _____

(SEAL)