

STATE OF TEXAS

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COUNTY OF FORT BEND

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DEVELOPMENT AGREEMENT FOR MOBILITY BOND PROJECT

(Chimney Rock Road – Project No. 17202/20202)

This Development Agreement for Mobility Bond Project (“Agreement”) is entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the State of Texas, and OSY, LLC, a Delaware limited liability company (“Developer”). County and Developer may hereinafter be collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, Developer’s predecessors in title owned 190 acres, a portion of which was included in the Drainage Facilities Agreement dated July 7, 2020 referenced herein; Developer has acquired that certain real property consisting of approximately 182 acres, including all property described in the Drainage Facilities Agreement, which property is more particularly described by deed recorded under Clerk’s File No. 2022116924 of the Official Public Records of Fort Bend County, Texas, to Developer (hereinafter the “Developer’s Property”); and

WHEREAS, Developer is planning a commercial development to be constructed in multiple sections and/or phases located on Developer’s Property (the “Development”); and

WHEREAS, County proposes to develop, expand, and otherwise improve a portion of Chimney Rock Road from American Canal to McHard Road (FM 2334) (the “Road Project”) pursuant to Mobility Bond Project No’s. 17202 and 20202; and

WHEREAS, Developer’s Property abuts the proposed expansion of Chimney Rock Road and Developer proposes to dedicate approximately 1 acre of Developer’s Property solely for public right-of-way and drainage to County in consideration of County’s obligations to timely construct the Road Project and other obligations described herein; and

WHEREAS, in connection with the development of the Developer’s Property and the above-referenced Road Project, the Parties have determined that, as a matter of public safety and convenience, it is in the public interest to require the funding, dedication, and construction of said rights-of-way and to memorialize the terms for the same; and

WHEREAS, Developer is the successor in interest to UDFLOF Tuscany Lakes, LP (“UDFLOF”), by virtue of that certain Assignment of Easement and Contract Rights dated September 8, 2022 recorded in the Official Public Records of Fort Bend County Texas as Instrument No. 2022116918, and by execution of this Agreement, the Parties intend for this Agreement to replace that certain Drainage Facilities Agreement entered into between County and UDFLOF on July 7, 2020 in its entirety.

Exhibit “A” to Development Agreement for Mobility Bond Project

NOW, THEREFORE, County and Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

1. **General Scope and Purpose of Agreement.** This Agreement sets forth the terms and conditions pursuant to which certain rights-of-way, easements, and improvements thereon shall be dedicated, funded, and constructed.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by the Parties in accordance with the terms of this Agreement. References to the term "Agreement" in this Agreement shall include references to all exhibits attached hereto.
 - (a) "Exhibit A"- Description of Drainage Facilities
 - (b) "Exhibit B"- Plans and Specifications for Drainage Facilities
 - (c) "Exhibit C"- Description of the Pump Station and RCB
 - (d) "Exhibit D"- Plans and Specifications for the Pump Station and RCB
 - (e) "Exhibit E"- Description of Median Openings in Road Project
 - (f) "Exhibit F"- Description of Drainage and Detention Easements to County
 - (g) "Exhibit G"- Description of Right of Way Dedication to County
 - (h) "Exhibit H"- Temporary Access Easement
4. **Design, Construction, and Maintenance of Drainage and Detention Facilities.**
 - (a) The term "Drainage Facilities, as used in this Agreement, means the drainage and detention facilities to be designed and constructed by Developer East and West of Chimney Rock Road and as further provided on **Exhibits A and B**. The Drainage Facilities do not include the RCB and Pump Station (as defined below).
 - (b) Developer, at its sole cost and expense, shall be responsible for the design and construction, of the Drainage Facilities. The Parties agree that the plans for the Drainage Facilities, as now approved by the Fort Bend County Drainage District, are sufficient to drain the Development and the Road Project and the Parties do

not anticipate any further modifications or expansions of the Drainage Facilities provided that such facilities maintains the planned volume capacity.

- (c) Developer has selected its design engineer for the Drainage Facilities and such design plans, as referenced on **Exhibits A and B**, have been reviewed and approved by the County.
- (d) Developer shall be solely responsible for obtaining all permits, authorizations, licenses, and consent required by any governmental entities having jurisdiction over the construction, maintenance, and environmental compliance of the Drainage Facilities, including County and any permits or authorizations from the Texas Commission on Environmental Quality ("TCEQ").
- (e) Subject to any delays caused by the County, or its contractors, Developer shall complete and finalize construction of the Drainage Facilities within nine (9) months from the date County issues its contractor(s) a Notice to Proceed under its construction contract for the Road Project, or within such time as may be extended by written amendment of the Parties. Upon completion of construction, Developer, at its sole cost and expense, will be responsible for the perpetual maintenance and repairs relating to the Drainage Facilities.
- (f) In connection with the Drainage Facilities, Developer shall excavate a trench/channel (the "Pilot Channel") that is approximately 20 foot in width, 10 feet in depth and 800 feet in length connecting the storm water swale on the East side of the Road Project to the Pump Station, as designated by County. Developer shall commence the construction of the Pilot Channel upon acquiring all requisite permits and authorizations. Subject to any delays caused by the County, or its contractors, Developer shall sufficiently construct the Pilot Channel, to allow County to begin constructing and installing the RCB and Pump Station, defined below, no later than a deadline of February 15, 2025 or the date established by County as the notice to proceed for the construction of the Road Project (whichever is later), or within such additional time as may be extended by written amendment of the Parties.
- (g) Developer further agrees to allow the County's designated contractor to excavate and remove up to Sixty-Five Thousand cubic yards (65,000 CY) of fill dirt from the location of the detention basin within the Drainage Facilities for the County's use in the Road Project, subject to the coordination with Developer and Developer's contractor as to the timing, location and manner of such excavation. All such excavation of fill dirt shall be performed by County's contractor(s) and at the County's sole expense. Developer shall grant County a temporary access easement in a substantially similar form as provided in **Exhibit H** for the County's excavation of the fill dirt. Developer does not guarantee or warrant that the fill

dirt to be removed by the County will be suitable or acceptable for the County's use, and the County will be solely responsible for such analysis and determination. Notwithstanding the foregoing, and in the event any portion of the excavated fill dirt is determined by County to be unsuitable or unacceptable for its use, Developer may, upon mutual agreement of the Parties, allow County's contractor to excavate above 65,000 CY of fill dirt by mutual coordination and written amendment of the Agreement. In no event shall the additional excavation over 65,000 CY cause a material change to the design of the Drainage Facilities or cause the Developer to incur additional costs for the construction of the Drainage Facilities.

- (h) Developer understands and agrees that the timeframes set forth in Section 4 ("this Section") of this Agreement are an essential and material element of this Agreement. Accordingly, Developer shall pay County One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each consecutive calendar day that the Drainage Facilities have not achieved Substantial Completion within the time frame provided in this Section, not as a penalty but as liquidated damages representing the Parties' estimate of the damages that County will incur for late Substantial Completion. The Parties agree that such sum is a reasonable and proper measure of damages that County will sustain.
- (i) In the alternative to Section 4(h) above, and at the sole discretion of County, County shall have the right to enter Developer's Property and complete construction of the Drainage Facilities, or any portions thereof (including the Pilot Channel) if Developer fails to complete or fulfill any of its obligations under this Section within the timeframes provided. Such construction work by County shall be at the Developer's sole cost and expense. Developer shall remit payment to County for such work within thirty (30) days of Developer's receipt of invoice from County. Developer shall further provide County any temporary access or construction easements it requires to complete such work.

5. **Design, Construction, and Maintenance of Reinforced Concrete Box and Pump Station.**

- (a) County, at its sole cost and expense, is responsible for the design, permitting, licensing, governmental consents (if any) and construction of two (2) 10 feet by 10 feet reinforced concrete boxes ("RCB") and a pump station ("Pump Station") as part of the Road Project.
- (b) The plans and specifications for the RCB and Pump Station, as provided on **Exhibits C and D**, are complete, comply with County standards and regulations and have been approved by the County for the purposes of this Agreement. The Parties agree that the design of the RCB and Pump Station are sufficient to accommodate

the requirements of the Development (per the plans previously submitted and approved by County) and the Road Project.

- (c) The RCB and Pump Station shall include three (3) pumps and energy dissipaters to outfall the detention pond into existing Clear Creek, including a backup generator to power the pumps with a fuel tank of sufficient capacity of extended electrical outages. Developer shall coordinate with CenterPoint Energy, or other energy service provider if necessary, to procure electrical service for the three (3) pumps and energy dissipaters upon their installation by County. If additional easement(s) are required to facilitate the electrical service needs of the Pump Station, Developer shall grant such easement(s) over its property for such purposes. Upon County's completion of the construction of the RCB and Pump Station, County shall conduct any testing necessary for the same by use of a generator in accordance with the terms of County's construction contract with its contractor. Upon completion of such testing by County, Developer shall coordinate with County, and/or County's contractor, to connect the RCB and Pump Station to the existing CenterPoint Energy transformers. Developer shall further be responsible for establishing any electrical meters necessary and for the cost of the electrical power to operate the Pump Station. Nothing contained herein shall be construed to restrict Developer from coordinating with the municipal utility district regarding the supply and cost of electrical power to the RCB and Pump Station.
- (d) County has advertised for competitive bids for construction of the RCB and Pump Station (together or in separate contracts) in accordance with requirements applicable to County. County shall award the contract to the lowest responsible bidder, who, in County's judgment, would be most advantageous which would result in the best and most economical completion of construction and shall enter into a contract with the qualified bidder (the "Construction Contract"). Construction of the RCB and Pump Station shall be completed no later than twelve (12) months from the date County issues its notice to proceed under the Construction Contract. The Parties will coordinate the start dates and construction sequence for the Drainage Facilities, RCB and Pump Station, if necessary.

6. Design and Construction of Chimney Rock Road.

- (a) County has designed the improvements for the Road Project pursuant to Mobility Bond Project No.'s 17202 and 20202, which includes the RCB and Pump Station. County has selected the design engineer and shall design and construct all aspects of the Road Project in accordance with County standards and regulations. The plans and specifications shall be reviewed and approved by the Fort Bend County

Engineer. County shall further include certain median openings in the design and construction of the Road Project as provided in **Exhibit E**.

- (b) County has advertised for construction of the Road Project and shall use its best efforts to complete construction of the Road Project within eighteen (18) months from the date construction of the Road Project commences.
- (c) In the unforeseeable event that County's construction contract for the Road Project is terminated, for whatever reason, then County may, in its sole discretion, coordinate with Developer on the completion of the Road Project in accordance with the laws and regulations applicable to County.

7. Dedication and Conveyance of Easements and Rights-of-Way.

- (a) **Drainage and Detention Easements.** The following parcels out of Developer's Property shall be conveyed to County for the Road Project as perpetual easements for drainage and detention purposes for the Road Project. Said drainage and detention easements (the "D&D Easements") shall be non-exclusive, without warranty and subject to all matters of record. Said D&D Easements shall further be in the form agreed to by the Parties and shall include rights of ingress and egress for the benefit of County, its successors, and assigns. The County shall release any drainage or related easements across Developer's Property upon conveyance of the D&D Easements to the County, to the extent such easements are determined by County to be unnecessary for its use. In that event, the Parties shall work together to mutually abandon such easements in accordance with the laws and regulations applicable to County. The rights granted to County under the D&D Easements shall also include the right to use the Drainage Facilities for the disposal of surface waters, rain, or any such excess water related to the Development and Chimney Rock Road at a discharge rate of 116 cfs and a storage volume of 68.0 acre-feet included in the design of the Drainage Facilities as further provided in this Agreement. The rights granted to County under the D&D Easements shall also include perpetual access to the easements from a mutually agreed upon access site from the remainder Developer's Property for the sole purpose of maintaining roadway drainage as need to ensure continued functionality of the roadway.
- (1) **Parcel 1:** Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County an easement containing that certain 4.95

acres of land west of Chimney Rock Road for drainage and detention purposes with metes and bounds description provided in **Exhibit F**.

(2) Parcel 2: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County an easement containing that certain 40.33 acres of land East of Chimney Rock Road for drainage and detention purposes with metes and bounds description provided in **Exhibit F**.

(3) Parcel 17: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County an easement containing that certain 0.5578 acres of land for drainage and detention purposes with metes and bounds description provided in **Exhibit F**.

(b) **Right-of-Way Conveyances.** In consideration of the timely construction of the Road Project and the RCB and Pump Station, the following parcels out of Developer's Property shall be conveyed to County for the Road Project in fee simple by Special Warranty Donation Deed for public right-of-way purposes, without warranty of use, and subject to all matters of record in accordance with the laws applicable to County. Said Donation Deeds shall be in the form provided by County and mutually agreed to by the Parties.

(1) Parcel 15: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County marketable title in and to that certain 0.5065 acres of land for the Chimney Rock Road right-of-way with metes and bounds description provided in **Exhibit G** attached hereto and incorporated by reference herein.

(2) Parcel 16: Within thirty (30) days of the Effective Date of this Agreement, Developer shall convey to County marketable title in and to that certain 0.5065 acres of land for the Chimney Rock Road right-of-way with metes and bounds description provided in **Exhibit G**.

8. **Insurance Requirements.**

(a) Prior to commencement of any construction work under this Agreement, Developer will cause its contractors (whether one or more) to furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Developer shall provide certified copies of its contractors' insurance endorsements and/or policies if requested by County. Developer shall ensure its contractors maintain such insurance coverage from the time construction work by Developer under this Agreement commences until the same are completed and shall provide replacement certificates, policies and/or

endorsements for any such insurance expiring prior to completion of the construction work. Developer shall require its contractors to obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall further require its contractors to obtain such insurance of the following types and minimum limits:

- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (4) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (b) County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All liability policies written on behalf of Developer's contractors shall contain a waiver of subrogation in favor of County.
- (c) If required coverage is written on a claims-made basis, Developer warrants that any retroactive date applicable to Developer's contractors coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) Developer shall not authorize Developer's contractors to commence any portion of Developer's work and obligations under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
 - (f) Approval of the insurance by County shall not relieve or decrease the liability of the Developer's contractors.
 - (g) County shall require each of its contractors' (whether one or more) insurance policies to name Developer, in addition to County as additional insured on all policies except for Worker's Compensation and Professional Liability (if required). County's contractors shall procure the same types of insurance policies, with the same coverage and other requirements, as required of Developer's contractor pursuant to Section 8(a)-(f) above. County shall not authorize its contractors to commence any portion of County's work for the RCB and Pump Station, or any other work performed on Developer's Property under this Agreement, until it has obtained the insurance required herein and such certificates have been provided to and approved by the Developer.
 - (h) Developer and County shall be responsible for providing certified copies of insurance and endorsements and/or policies of its respective contractors if requested by the other Party.
9. **Assignment.** Developer's rights and obligations created under this Agreement may be transferred, assigned and delegated to another party only with County's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Upon assignment of this Agreement by Developer, the assignee shall become fully responsible for all obligations of Developer under this Agreement. Developer binds itself and its successors, and assigns to this Agreement with respect to all covenants, terms and conditions of this Agreement.
10. **Developer's Acknowledgement and Release.** DEVELOPER ACKNOWLEDGES AND AGREES THAT ANY CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY UNDER THIS AGREEMENT, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A: (1) TAKINGS UNDER THE U.S. OR TEXAS CONSTITUTIONS; (2) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS AMENDED; (3) NUISANCE; AND/OR (4) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF THE U.S OR TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. DEVELOPER HEREBY RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ANY CLAIMS FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY (PERTAINING TO ANY CONTRIBUTION(S) MADE BY DEVELOPER TO COUNTY) FOR A VIOLATION OF THE U.S. AND TEXAS CONSTITUTIONS OR ANY FEDERAL, STATE, OR LOCAL STATUTES AND REGULATIONS. THE PROVISIONS

OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWEVER CAUSED.

11. **Developer's Indemnity.** DEVELOPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "COUNTY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, (OTHER THAN TO THE EXTENT CAUSED BY A COUNTY INDEMNIFIED PARTIES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) WHICH THE COUNTY INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF DEVELOPER'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. DEVELOPER SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION WORK FOR THE DRAINAGE FACILITIES UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY THE COUNTY INDEMNIFIED PARTIES AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CONTRACTORS' OR SUBCONTRACTORS' CONSTRUCTION ACTIVITIES UNDER THIS AGREEMENT.
12. **County's Indemnity.** TO THE EXTENT ALLOWED BY LAW, COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DEVELOPER, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "DEVELOPER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, (OTHER THAN TO THE EXTENT CAUSED BY A DEVELOPER INDEMNIFIED PARTIES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE) WHICH THE DEVELOPER INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF COUNTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. COUNTY SHALL FURTHER CAUSE ALL TRADE CONTRACTORS OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION WORK FOR THE ROAD PROJECT, RCB OR PUMP STATION TO AGREE TO INDEMNIFY THE DEVELOPER INDEMNIFIED PARTIES AND TO HOLD THEM HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH CONTRACTORS' OR SUBCONTRACTORS' CONSTRUCTION ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT.
13. **Bonds.**
 - (a) Developer shall execute a performance bond for the construction of the Drainage Facilities. The Performance Bond shall be in an amount equaling one hundred percent (100%) of the full cost of Developer's construction contract(s) for the

Drainage Facilities and shall be executed by corporate surety as provided in Chapter 2253 of the Texas Government Code.

- (b) County shall require its contractors to obtain performance and payment bonds for construction of the RCB and Pump Station and for the Road Project as provided by the applicable provisions of the Texas Government Code and the Texas Local Government Code.

14. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be properly addressed and sent via personal delivery, US first class postage prepaid, registered or certified mail, return receipt requested, Federal Express, Express Mail, or other overnight delivery service as follows:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson St., 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson St, 1st Floor
Richmond, Texas 77469

If to Developer: OSY, LLC
Attn: Manager
8300 McHard Road
Houston, Texas 77053
e-mail: reid@redwood-property.com
Phone: 510-520-9325

OSY, LLC
Attn: Manager
10700 Bigge Street
San Leandro CA 94577
Email: reid@redwood-property.com
Phone: 510-520-9325

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate

person to be that Party's designated spokesperson for communications between the Parties.

15. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

16. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY DEVELOPER THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
17. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
18. **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 hereof and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
20. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
21. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Developer hereby verifies that Developer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the

meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

22. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, DEVELOPER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
23. **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.
24. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
25. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
26. **Multiple Counterparts.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.
27. **Effective Date.** The Effective Date of this Agreement shall be the date signed by the last Party hereto.
28. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

List of Exhibits

Exhibit "A"- Description of Drainage Facilities

Exhibit "B"- Plans and Specifications for Drainage Facilities

Exhibit "C"- Description of the Pump Station and RCB

Exhibit "D"- Plans and Specifications for the Pump Station and RCB

Exhibit "E"- Description of Median Openings in Road Project

Exhibit "F"- Description of Drainage and Detention Easements to County

Exhibit "G"- Description of Right of Way Dedication to County

Exhibit "H"- Temporary Access Easement

{Execution Pages Follow}

SIGNED and AGREED to this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP George,
County Judge

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

OSY, LLC
a Delaware limited liability company

Name: B R E D S E T T E M I S A

Acknowledgment

This Instrument was acknowledged before me, the undersigned notary, on this ____ day of _____, 2025, by _____, Managing Member of OSY, LLC, a Delaware limited liability company, on behalf of said limited liability company.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On February 6, 2025 before me, Len Phu, Notary Public
(insert name and title of the officer)

personally appeared B. Reid Settlementer,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

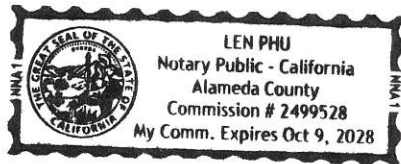


Exhibit "A"
Description of Drainage Facilities

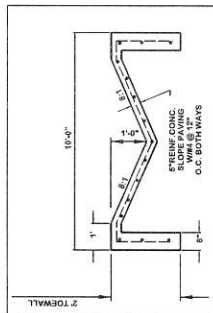
[See attached following this cover page]

NO.	DATE	REVISION	APP.



REMAINDER OF CALL 219.441 ACRES
CLOVERLEAF RANCH, LLC
F.B.C.C.F. NO. 2013147249

4.32 ACRES
DRAINAGE EASEMENT TO
FORT BEND COUNTY UTILITY DISTRICT NO. 168
NO. RP-XXXX-XX-XX



TRACT 1:
18.001
ACRES

TRACT 2:
163.999 ACRES
TOTAL AREA:
182.000 ACRES

NAME	NORTHING	EASTING	ELEVATION
WH801	13776216.17	3807402.23	68.6
WH802	13776161.88	3807438.54	68.6
WH803	13775879.03	3807411.15	68.59
WH804	13775573.33	3807342.45	68.75
WH805	13775534.49	3807324.00	68.66
WH806	13775527.00	3807226.35	68.41
WH807	13775626.43	3807221.49	68.69
WH808	13775812.25	3807212.41	68.55
WH809	13775930.64	3807206.62	68.63
WH810	13776074.82	3807195.57	68.84
WH811	13776180.19	3807154.41	68.72
WH812	13776206.37	3807118.06	68.73
WTS1	13776165.63	3807366.44	52.87
WTS2	13775948.75	3807354.78	52.49
WTS3	13775932.57	3807351.89	52.17
WTS4	13775917.80	3807350.99	52.42
WTS5	13775833.08	3807337.94	52.26
WTS6	13775814.32	3807334.06	52.11
WTS7	13775729.01	3807317.23	52.27
WTS8	13775650.24	3807300.02	52.5
WTS9	13775652.40	3807282.43	52.23
WTS10	13775747.34	3807280.22	51.54
WTS11	13775792.41	3807280.67	51.11
WTS12	13775876.99	3807274.64	52.8
WTS13	13776139.58	3807259.38	52.76
WTS14	13776144.98	3807264.29	52.76
WTS15	13776145.65	3807304.78	52.36
WTS16	13776146.38	3807314.78	52.36
WTS17	13776150.62	3807360.96	52.82

EXHIBIT A

THIS DOCUMENT IS FOR
REVISION ONLY AND
NOT INTENDED FOR
CONSTRUCTION
OR PERMIT PURPOSES.
VOGLER & SPENCER
ENGINEERING
777 Main Street, Suite 200
Houston, Texas 77002
P.E. NO. 127754
5/12/2023

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 168
180 ACRE
HIGH TOWER BUSINESS PARK
DETENTION POND LAYOUT
1 OF 3

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
DRAWING SCALE: HORIZONTAL: 1"=40' VERTICAL: 1"=4'

SHEET NO. 7 OF 24
FOR CITY OF HOUSTON USE ONLY

Exhibit "B"
Plans and Specifications for Drainage Facilities

[See attached following this cover page]

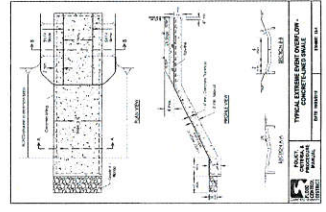
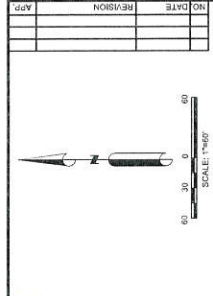


EXHIBIT B

VSE
VOGLER & SPENCER
ENGINEERING
17700 North Loop West, Suite 500
Houston, Texas 77058
Phone: 281.440.1100
Fax: 281.440.1101
www.vse-engineering.com

THIS DOCUMENT IS FOR THE CITY OF HOUSTON AND IS NOT INTENDED FOR ANY OTHER PURPOSES. FOR PERMIT PURPOSES, CONTACT THE CITY OF HOUSTON.

PROJECT NO. 17700
DATE: 5/12/2023

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 168

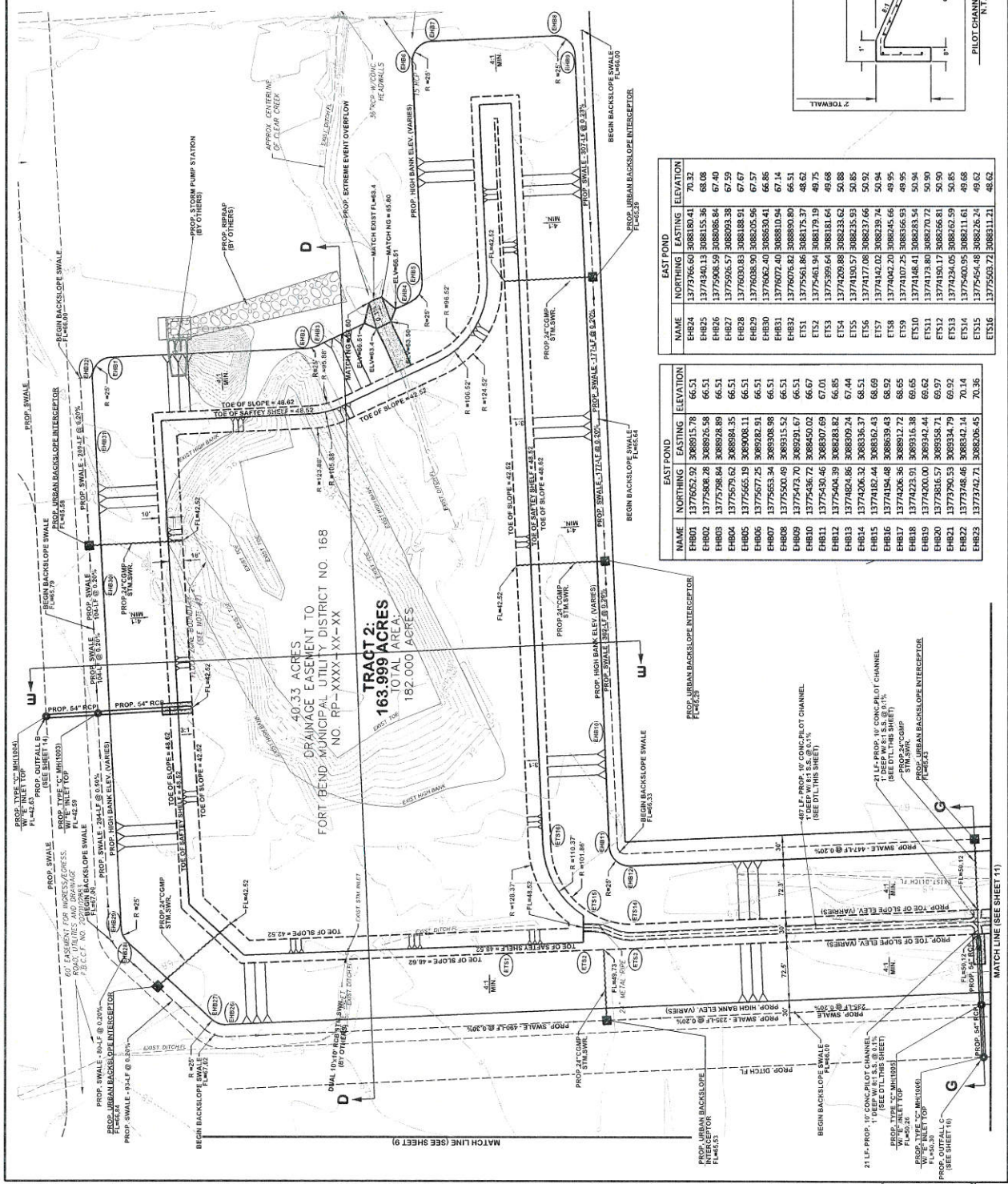
190 ACRES
HIGH TOWER BUSINESS PARK

DETENTION POND LAYOUT
2 OF 3

CITY OF HOUSTON
HOUSTON PUBLIC WORKS

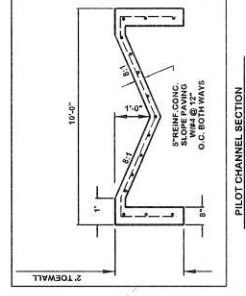
DRAWING SCALE: HORIZONTAL: 1" = 40'
VERTICAL: 1" = 10'

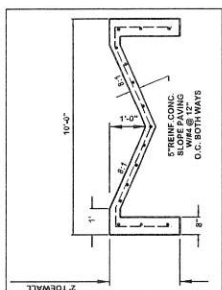
SHEET NO. 8 OF 24
FOR CITY OF HOUSTON USE ONLY



EAST POND		
NAME	NORTHING	EASTING
EH824	13773765.60	3088180.41
EH825	137737430.13	3088155.36
EH826	13775908.59	3088086.84
EH827	13775905.57	3088093.38
EH828	13776030.83	3088188.91
EH829	13776038.90	3088205.56
EH830	13776062.40	3088330.41
EH831	13776072.40	3088310.94
EH832	13776076.42	3088390.80
ET51	13775461.94	3088179.19
ET52	13775399.64	3088181.64
ET53	13774100.57	3088235.62
ET54	13774100.57	3088235.62
ET55	13774100.57	3088235.62
ET56	13774100.57	3088235.62
ET57	13774100.57	3088235.62
ET58	13774100.57	3088235.62
ET59	13774100.57	3088235.62
ET60	13774100.57	3088235.62
ET61	13774100.57	3088235.62
ET62	13774100.57	3088235.62
ET63	13774100.57	3088235.62
ET64	13774100.57	3088235.62
ET65	13774100.57	3088235.62
ET66	13774100.57	3088235.62
ET67	13774100.57	3088235.62
ET68	13774100.57	3088235.62
ET69	13774100.57	3088235.62
ET70	13774100.57	3088235.62

EAST POND		
NAME	NORTHING	EASTING
EH801	13776552.92	3088915.78
EH802	13775808.28	3088926.58
EH803	13775798.84	3088928.89
EH804	13775797.62	3088934.35
EH805	13775665.19	3089008.11
EH806	13775677.25	3089082.91
EH807	13775653.34	3089008.98
EH808	13775500.49	3089315.52
EH809	13775436.73	3089391.67
EH810	13775436.73	3089450.02
EH811	13775430.46	3089307.69
EH812	13775404.39	3089383.82
EH813	13774924.86	3089309.24
EH814	13774906.32	3089336.37
EH815	13774904.48	3089342.44
EH816	13774904.48	3089342.44
EH817	13774904.48	3089342.44
EH818	13774904.48	3089342.44
EH819	13774904.48	3089342.44
EH820	13774904.48	3089342.44
EH821	13774904.48	3089342.44
EH822	13774904.48	3089342.44
EH823	13774904.48	3089342.44
EH824	13774904.48	3089342.44
EH825	13774904.48	3089342.44
EH826	13774904.48	3089342.44
EH827	13774904.48	3089342.44
EH828	13774904.48	3089342.44
EH829	13774904.48	3089342.44
EH830	13774904.48	3089342.44
EH831	13774904.48	3089342.44
EH832	13774904.48	3089342.44
EH833	13774904.48	3089342.44
EH834	13774904.48	3089342.44
EH835	13774904.48	3089342.44
EH836	13774904.48	3089342.44





PILOT CHANNEL SECTION

EXHIBIT B



VOGLER & SPENCER
ENGINEERING
777 North Eldridge Parkway, Suite 500
Houston, Texas 77079

RYAN CRAIG VOGLER
P.E. NO. 127754

5/12/2023

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT No. 168
190 ACRE
HIGH TOWER BUSINESS PARK

DETENTION POND LAYOUT
3 OF 3

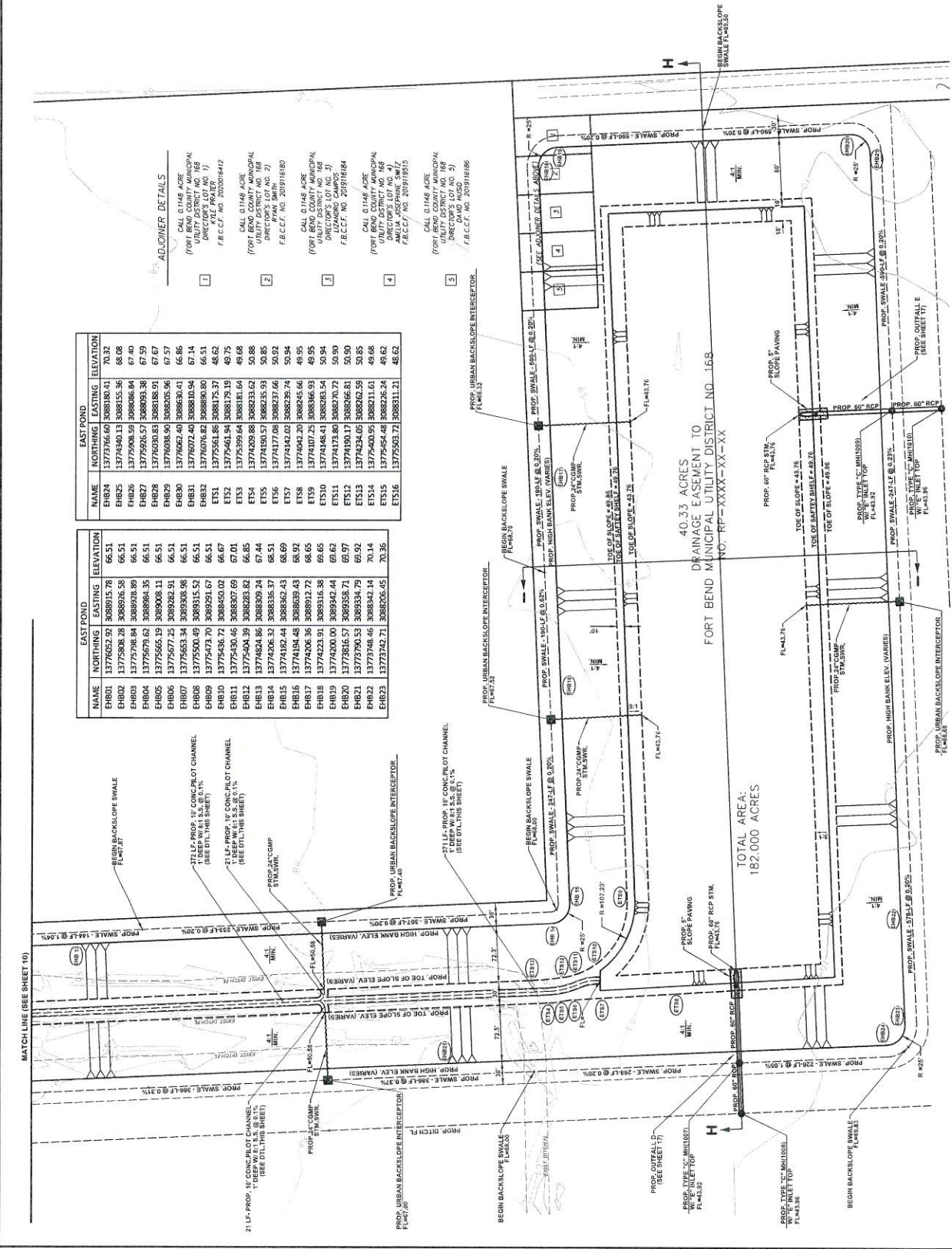
CITY OF HOUSTON
HOUSTON PUBLIC WORKS

DRAWING SCALE: HORIZONTAL: VERTICAL:

SHEET NO. 9 OF 24

FOR CITY OF HOUSTON USE ONLY

		EAST POND			WEST POND		
NAME	NORTHING	EASTING	ELEVATION	NAME	NORTHING	EASTING	ELEVATION
EH001	1377005.29	3089815.78	66.51	EH024	1377766.61	3088180.41	70.32
EH002	1377005.29	3089815.78	66.51	EH025	1377840.13	3088155.36	68.08
EH003	1377005.29	3089815.78	66.51	EH026	1377906.59	3088086.94	67.40
EH004	1377005.29	3089815.78	66.51	EH027	1377926.57	3088093.38	67.50
EH005	1377005.29	3089815.78	66.51	EH028	1377963.83	3088188.51	67.67
EH006	1377005.29	3089815.78	66.51	EH029	1377963.83	3088085.96	67.57
EH007	1377005.29	3089815.78	66.51	EH030	1377963.83	3088086.30	66.86
EH008	1377005.29	3089815.78	66.51	EH031	1377963.83	3088083.94	67.14
EH009	1377005.29	3089815.78	66.51	EH032	1377963.83	3088088.90	66.51
EH010	1377005.29	3089815.78	66.51	EH033	1377963.83	3088088.90	66.51
EH011	1377005.29	3089815.78	66.51	EH034	1377963.83	3088088.90	66.51
EH012	1377005.29	3089815.78	66.51	EH035	1377963.83	3088088.90	66.51
EH013	1377005.29	3089815.78	66.51	EH036	1377963.83	3088088.90	66.51
EH014	1377005.29	3089815.78	66.51	EH037	1377963.83	3088088.90	66.51
EH015	1377005.29	3089815.78	66.51	EH038	1377963.83	3088088.90	66.51
EH016	1377005.29	3089815.78	66.51	EH039	1377963.83	3088088.90	66.51
EH017	1377005.29	3089815.78	66.51	EH040	1377963.83	3088088.90	66.51
EH018	1377005.29	3089815.78	66.51	EH041	1377963.83	3088088.90	66.51
EH019	1377005.29	3089815.78	66.51	EH042	1377963.83	3088088.90	66.51
EH020	1377005.29	3089815.78	66.51	EH043	1377963.83	3088088.90	66.51
EH021	1377005.29	3089815.78	66.51	EH044	1377963.83	3088088.90	66.51
EH022	1377005.29	3089815.78	66.51	EH045	1377963.83	3088088.90	66.51
EH023	1377005.29	3089815.78	66.51	EH046	1377963.83	3088088.90	66.51



TOTAL AREA:
182.000 ACRES

40.33 ACRES
DRAINAGE EASEMENT TO
FORT BEND MUNICIPAL UTILITY DISTRICT NO. 168
NO. BP-XXX-XX-VV



ASE
VOGLER & SPENCER
ENGINEERING
777 North Emerald Parkway, Suite 500
Northbrook, Illinois 60062
708-421-7778
Firm's U.S. Mailing and Registration No. F-548

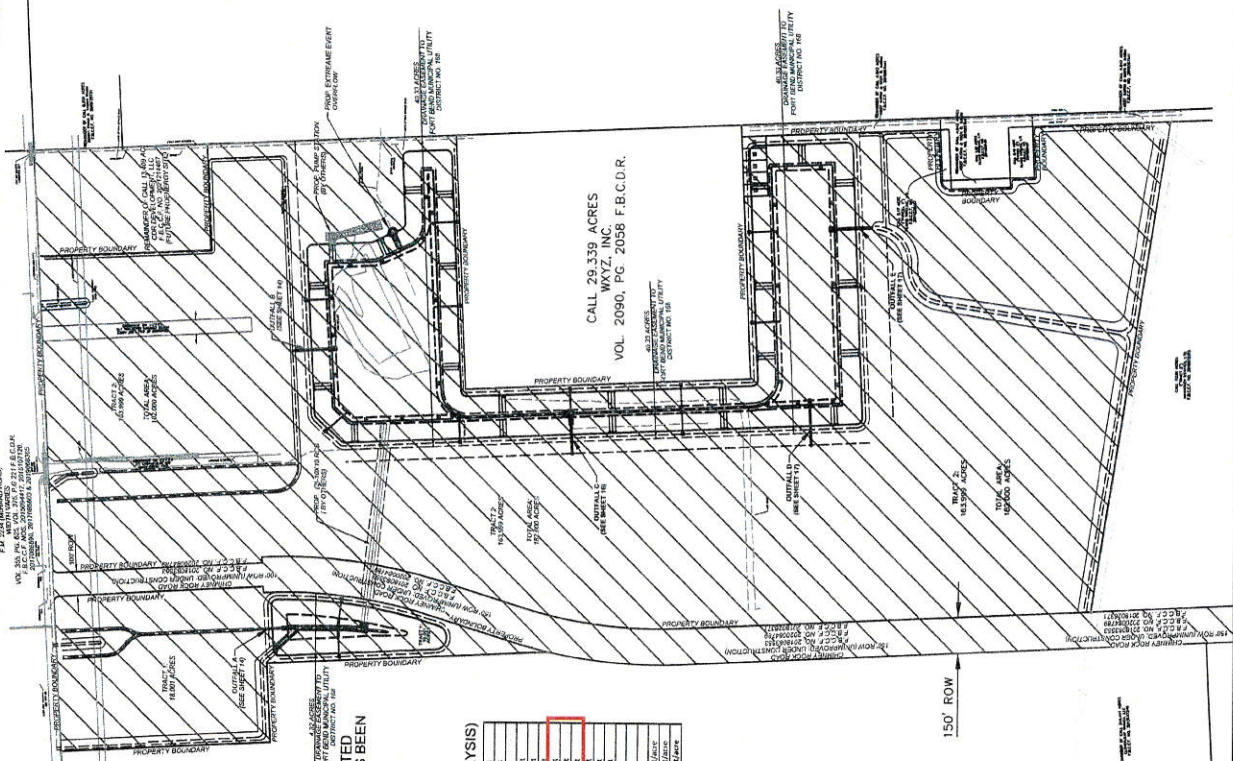
FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT No. 168
190 ACRE
HIGH TOWER BUSINESS PARK
OVERALL PROJECT LAYOUT

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
DRAWING SCALE: HORIZONTAL: 1" = 250' VERTICAL:

SHEET NO. 3 OF 26
FOR CITY OF HOUSTON USE ONLY

Field (Sampling Area)	1972	1973	1974
Water Temperature (°C)	20.2	20.2	20.2
Dissolved Oxygen (mg/L)	10.2	10.2	10.2
pH	7.2	7.2	7.2
Salinity (ppt)	25.0	25.0	25.0
Water Level (m)	1.5	1.5	1.5
Water Velocity (cm/s)	10.0	10.0	10.0
Water Turbidity (NTU)	10.0	10.0	10.0
Water Color (PCU)	10.0	10.0	10.0
Water Transparency (cm)	10.0	10.0	10.0
Water Clarity (cm)	10.0	10.0	10.0
Water Visibility (cm)	10.0	10.0	10.0
Water Opacity (cm)	10.0	10.0	10.0
Water Density (g/cm³)	1.025	1.025	1.025
Water Specific Gravity	1.025	1.025	1.025
Water Viscosity (Pa·s)	0.01	0.01	0.01
Water Surface Tension (N/m)	0.072	0.072	0.072
Water Surface Energy (J/m²)	0.072	0.072	0.072
Water Surface Area (m²)	10.0	10.0	10.0
Water Surface Volume (m³)	10.0	10.0	10.0
Water Surface Weight (kg)	10.0	10.0	10.0
Water Surface Mass (kg)	10.0	10.0	10.0
Water Surface Force (N)	10.0	10.0	10.0
Water Surface Pressure (Pa)	10.0	10.0	10.0
Water Surface Tension Coefficient (N/m)	0.072	0.072	0.072
Water Surface Energy Coefficient (J/m²)	0.072	0.072	0.072
Water Surface Area Coefficient (m²)	10.0	10.0	10.0
Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
Water Surface Weight Coefficient (kg)	10.0	10.0	10.0
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Water Surface Energy Coefficient (J/m²)	0.072	0.072	0.072
Water Surface Area Coefficient (m²)	10.0	10.0	10.0
Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
Water Surface Weight Coefficient (kg)	10.0	10.0	10.0
Water Surface Mass Coefficient (kg)	10.0	10.0	10.0
Water Surface Force Coefficient (N)	10.0	10.0	10.0
Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0
Water Surface Tension Coefficient (N/m)	0.072	0.072	0.072
Water Surface Energy Coefficient (J/m²)	0.072	0.072	0.072
Water Surface Area Coefficient (m²)	10.0	10.0	10.0
Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
Water Surface Weight Coefficient (kg)	10.0	10.0	10.0
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Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0
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Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0
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Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0
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Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
Water Surface Weight Coefficient (kg)	10.0	10.0	10.0
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Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0
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Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
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Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
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Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0
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Water Surface Volume Coefficient (m³)	10.0	10.0	10.0
Water Surface Weight Coefficient (kg)	10.0	10.0	10.0
Water Surface Mass Coefficient (kg)	10.0	10.0	10.0
Water Surface Force Coefficient (N)	10.0	10.0	10.0
Water Surface Pressure Coefficient (Pa)	10.0	10.0	10.0

Elevation (ft)	Stage Storage			
	East Pond	West Pond	Total	
48.62	0.00	0.00	0.00	
48.75	1.00	0.00	1.00	
49.00	3.10	0.00	3.10	
49.25	5.10	0.00	5.10	
49.50	7.20	0.00	7.20	
49.75	9.40	0.00	9.40	
50.00	11.90	0.00	11.90	
50.25	15.80	0.00	15.80	
50.50	19.80	0.00	19.80	
51.00	23.80	0.00	23.80	
51.25	32.10	0.00	32.10	
51.50	36.40	0.00	36.40	
51.75	40.70	0.00	40.70	
52.00	45.00	0.10	45.10	
52.25	49.80	0.30	50.10	
52.50	54.60	0.30	54.90	
52.75	58.90	0.40	59.30	
53.00	62.90	0.70	63.60	
53.25	67.40	0.90	68.30	
53.50	72.10	1.10	73.20	
53.75	76.80	1.30	78.10	
54.00	81.50	1.60	83.10	
54.25	86.30	1.80	88.10	
54.50	91.10	2.10	93.20	
54.75	96.00	2.30	98.30	
55.00	100.90	2.60	103.50	
55.25	105.90	2.90	108.80	
55.50	110.90	3.10	114.00	
55.75	116.00	3.40	119.40	
56.00	121.10	3.70	124.80	
56.25	126.30	4.00	130.30	
56.50	131.50	4.30	135.80	
56.75	136.80	4.70	141.50	
57.00	142.10	5.00	147.10	
57.25	147.40	5.30	152.80	
57.50	152.90	5.70	158.60	
57.75	158.40	6.00	164.30	
58.00	163.90	6.40	170.30	
58.25	169.40	7.00	176.40	
58.50	174.90	7.50	182.40	
58.75	180.70	7.90	188.60	
59.00	186.40	8.30	194.70	
59.25	192.20	8.90	201.10	
59.50	198.00	8.70	206.70	
59.75	203.90	9.10	213.00	
60.00	209.80	9.50	219.30	
60.25	215.80	9.90	225.70	
60.50	221.80	10.40	232.20	
60.75	227.90	10.80	238.70	
61.00	234.00	11.30	245.30	
61.25	240.20	11.70	251.90	
61.50	246.40	12.20	258.60	
61.75	252.60	12.70	265.30	
62.00	258.90	13.20	272.10	
62.25	265.30	13.70	279.00	



NOTE: FLOODPLAIN FILL FOR ENTIRE SITE HAS BEEN ACCOUNTED FOR. MITIGATION FOR SWALES BELOW 100-YR WSE HAS BEEN ACCOUNTED FOR IN THE MITIGATION CALCULATIONS. ALL CUT ABOVE 62.25 IS MITIGATION.

DETENTION SUMMARY FOR OSY LLC TRACT
(FROM CLEAR CREEK HEADWATERS DRAINAGE ANALYSIS)

Minimum	Maximum	Minimum	Maximum
Extension of Storage in San Storage	46.1	46.1	46.1
Extension of Storage in San Storage	46.2	46.2	46.2
Storage Area	47	47	47
Storage Area	47.1	47.1	47.1
Storage Area	47.2	47.2	47.2
Storage Area	47.3	47.3	47.3
Storage Area	47.4	47.4	47.4
Storage Area	47.5	47.5	47.5
Storage Area	47.6	47.6	47.6
Storage Area	47.7	47.7	47.7
Storage Area	47.8	47.8	47.8
Storage Area	47.9	47.9	47.9
Storage Area	48	48	48
Storage Area	48.1	48.1	48.1
Storage Area	48.2	48.2	48.2
Storage Area	48.3	48.3	48.3
Storage Area	48.4	48.4	48.4
Storage Area	48.5	48.5	48.5
Storage Area	48.6	48.6	48.6
Storage Area	48.7	48.7	48.7
Storage Area	48.8	48.8	48.8
Storage Area	48.9	48.9	48.9
Storage Area	49	49	49
Storage Area	49.1	49.1	49.1
Storage Area	49.2	49.2	49.2
Storage Area	49.3	49.3	49.3
Storage Area	49.4	49.4	49.4
Storage Area	49.5	49.5	49.5
Storage Area	49.6	49.6	49.6
Storage Area	49.7	49.7	49.7
Storage Area	49.8	49.8	49.8
Storage Area	49.9	49.9	49.9
Storage Area	50	50	50
Storage Area	50.1	50.1	50.1
Storage Area	50.2	50.2	50.2
Storage Area	50.3	50.3	50.3
Storage Area	50.4	50.4	50.4
Storage Area	50.5	50.5	50.5
Storage Area	50.6	50.6	50.6
Storage Area	50.7	50.7	50.7
Storage Area	50.8	50.8	50.8
Storage Area	50.9	50.9	50.9
Storage Area	51	51	51
Storage Area	51.1	51.1	51.1
Storage Area	51.2	51.2	51.2
Storage Area	51.3	51.3	51.3
Storage Area	51.4	51.4	51.4
Storage Area	51.5	51.5	51.5

SERVICE AREA

**ROAD PROJECT REQUIRED
VOLUME = 68 ACRE-FT**

REMAINDER OF CALL 278-441 ACRES
CLOVERLEAF RANCH, LLC
P.O. BOX 200, MOORE, OK 73160

Exhibit "C"
Description of the Pump Station and RCB

[See attached following this cover page]

CHIMNEY ROCK ROAD & STA 104+63.81
PROP 2'-10" x 10' RCB & STA 02+65.64

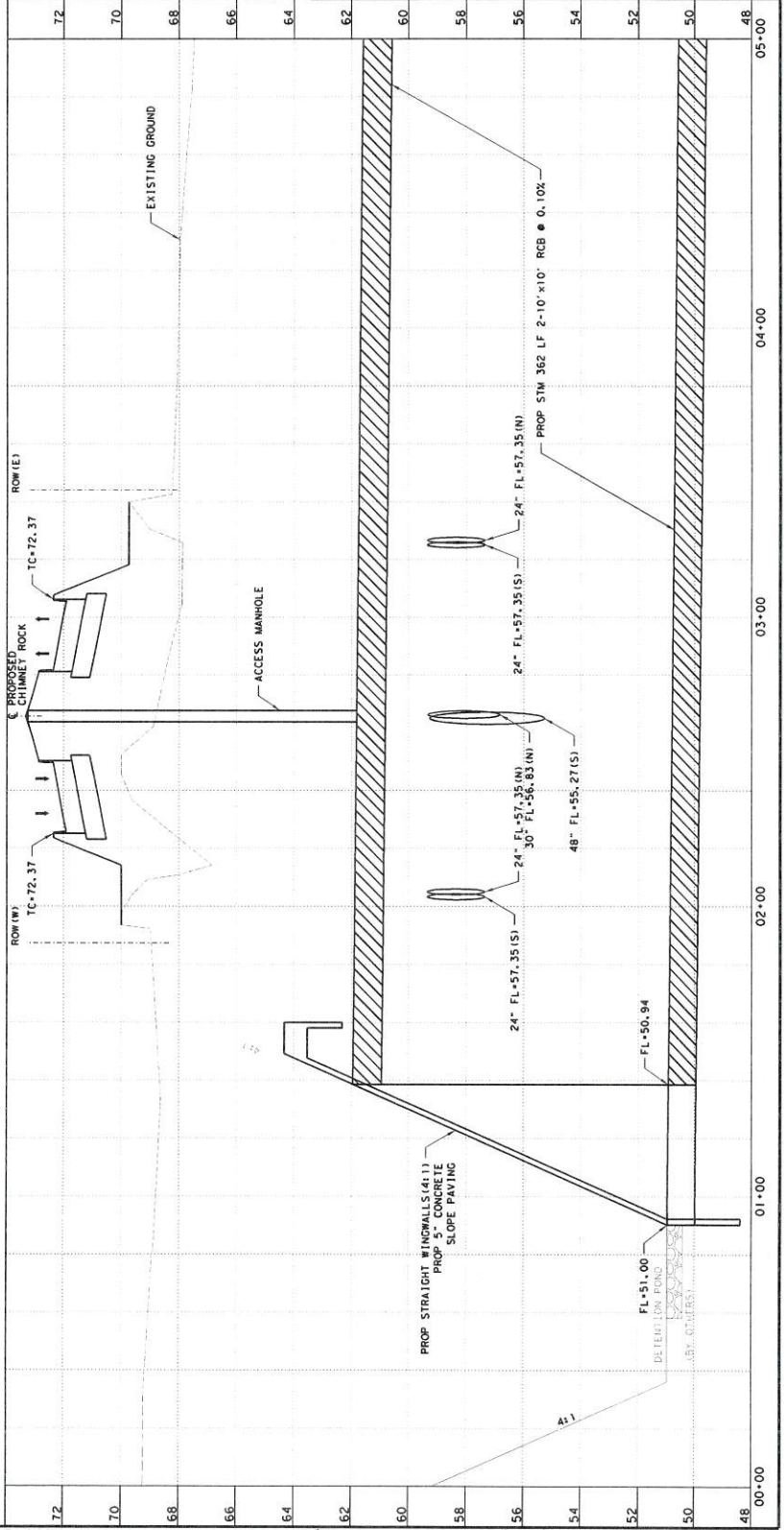
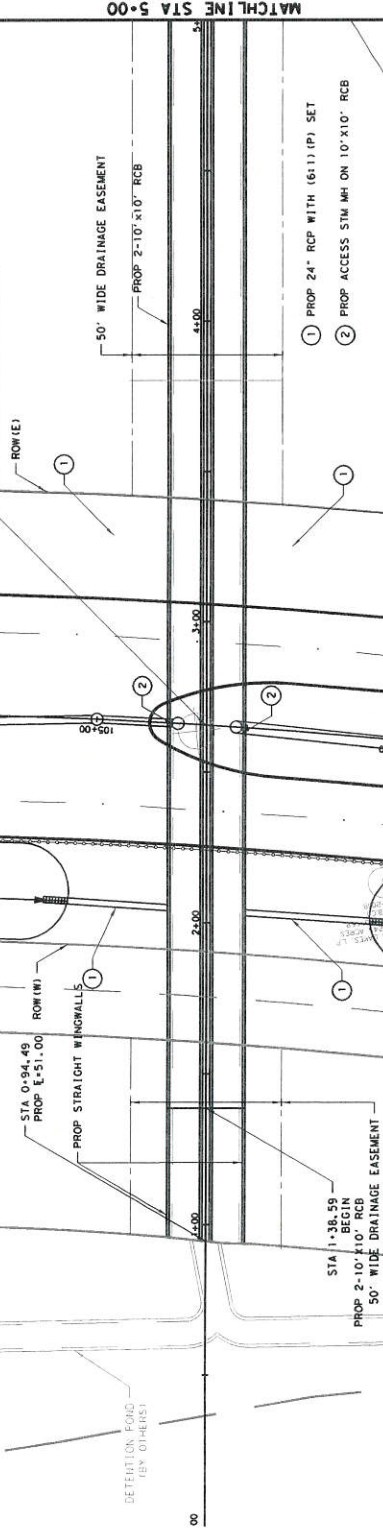


EXHIBIT C



NO.	DATE	REVISION	APPROVED



FORT BEND COUNTY

Zarinkelk
Engineering Services, Inc.
4177 CAROLINE ST.
HOUSTON, TEXAS 77057
PH: 832.242.2468
FAX: 832.242.2468
Permit Reg. F-240272

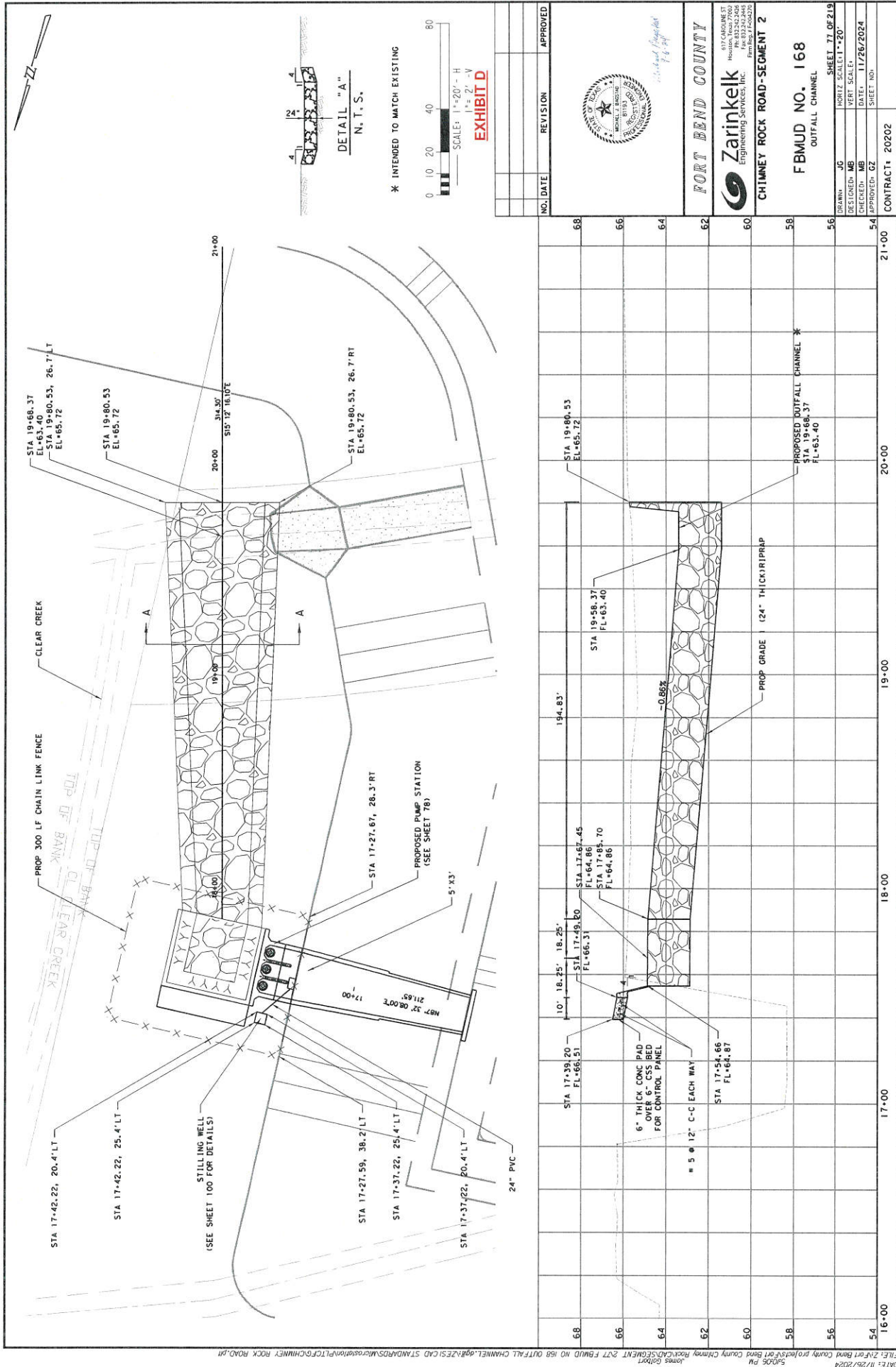
CHIMNEY ROCK ROAD-SEGMENT 2

PROP 2'-10" x 10' RCB
SHEET 1 OF 2

DRAWN	JG	SHEET 75 OF 219
DESIGNED	MB	HORIZ SCALE: 1"=40'
CHECKED	MB	VERT SCALE: 1"=4'
APPROVED	GZ	DATE: 11/26/2024
CONTRACT#	20202	SHEET NO.

Exhibit "D"
Plans and Specifications for the Pump Station and RCB

[See attached following this cover page]



DATE: 11/25/2024
 FILE: 2\Fort Bend County\project\Fort Bend County Chimney Rock\CD\SEGMENT 2\FBUD NO 168 OUTFALL CHANNEL.dgn
 5/20/24
 JAMES GILBERT

* INTENDED TO MATCH EXISTING

0 10 20 40 60 80

SCALE: 1"=20' - H
 1"=2' - V

EXHIBIT D

DETAIL "A"

N. T. S.

NO.	DATE	REVISION	APPROVED



FORT BEND COUNTY

Zarinkelk
 Engineering Services, Inc.

19193 Michael J. Zarinkelk
 Houston, Texas 77002
 P.E. 833242248
 Exp. 12/31/2024

FBUD NO. 168

CHIMNEY ROCK ROAD-SEGMENT 2

DRAWN: JG	DATE: 11/26/2024	SHEET NO.
DESIGNED: MB		
CHECKED: MB		
APPROVED: GZ		
CONTRACT: 20202		

68	16+00	17+00	18+00	19+00	20+00	21+00
66						
64						
62						
60						
58						
56						
54						

Exhibit "E"
Description of Median Openings in Road Project

[See attached following this cover page]

Exhibit "F"
Description of Drainage and Detention Easements to County

[See attached following this cover page]

EXHIBIT F

County: Fort Bend
Project: HTBP
Job No.: 235601
M&B No.: 23-530

FIELD NOTES FOR 4.95 ACRES

Being a tract containing 4.95 acres of land located in the T. Hobermaker Survey, A-191, in Fort Bend County, Texas. Said 4.95 acres being a portion of a call 18.001 acre tract of land (styled "Tract 1") recorded in the name of OSY, LLC under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2022116924. Said 4.95 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a TXDOT disc found at the northwest corner of said 18.001 acres, being on the south Right-of-Way (R.O.W.) line of F.M. 2234 (McHard Road) at the common south corner between those call 2.400 and 1.027 acre tracts of land recorded in the name of State of Texas (for F.M. 2234 widening) under F.B.C.C.F. Nos. 2019068365 and 2017086590, respectively, and being on the east line of a call 219.441 acre tract of land recorded in the name of Cloverleaf Ranch, LLC under F.B.C.C.F. No. 2013147249;

THENCE, with the common lines between said 18.001 acres and said 219.441 acres, the following three (3) courses:

- 1.) South 02 degrees 48 minutes 32 seconds East, a distance of 873.29 feet to a 1/2 inch iron rod found at the upper southwest corner of said 18.001 acres;
- 2.) North 87 degrees 15 minutes 06 seconds East, a distance of 330.66 feet to a 1/2 inch iron rod found at a re-entrant corner on the west line of said 18.001 acres and lower northeast corner of said 219.441 acres, from which a 1 inch iron pipe found for reference bears South 80 degrees 42 minutes 37 seconds West, 5.19 feet;
- 3.) South 02 degrees 47 minutes 58 seconds East, a distance of 54.64 feet to the **POINT OF BEGINNING** and being the beginning of a non-tangent curve to the right;

THENCE, through and across said 18.001 acres, the following three (3) courses:

- 1.) 86.16 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 89 degrees 45 minutes 22 seconds and a chord which bears North 42 degrees 04 minutes 43 seconds East, 77.62 feet to a point of tangency;
- 2.) North 86 degrees 57 minutes 24 seconds East, a distance of 184.42 feet to a point of curvature to the right;

EXHIBIT F

3.) 87.82 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 91 degrees 28 minutes 55 seconds and a chord which bears South 47 degrees 18 minutes 09 seconds East, 78.78 feet to a point of compound curvature, being on the east line of said 18.001 acres and west Right-of-Way (R.O.W.) line of Chimney Rock Road (based on a width of 150 feet), and from which a 5/8 inch capped iron rod stamped "4079" found at a point of curvature on the common line between said 18.001 acres and said Chimney Rock Road bears North 02 degrees 16 minutes 47 seconds West, 48.25 feet;

THENCE, with the common line between said 18.001 acres and said Chimney Rock Road, the following three (3) courses:

1.) 637.31 feet along the arc of said compound curve having a radius of 1,925.00 feet, a central angle of 18 degrees 58 minutes 08 seconds and a chord which bears South 07 degrees 55 minutes 23 seconds West, 634.40 feet to a 5/8 inch capped iron rod stamped "4079" found at a point of tangency;

2.) South 17 degrees 24 minutes 27 seconds West, a distance of 360.35 feet to a 5/8 inch capped iron rod stamped "4079" found at a point of curvature to the left;

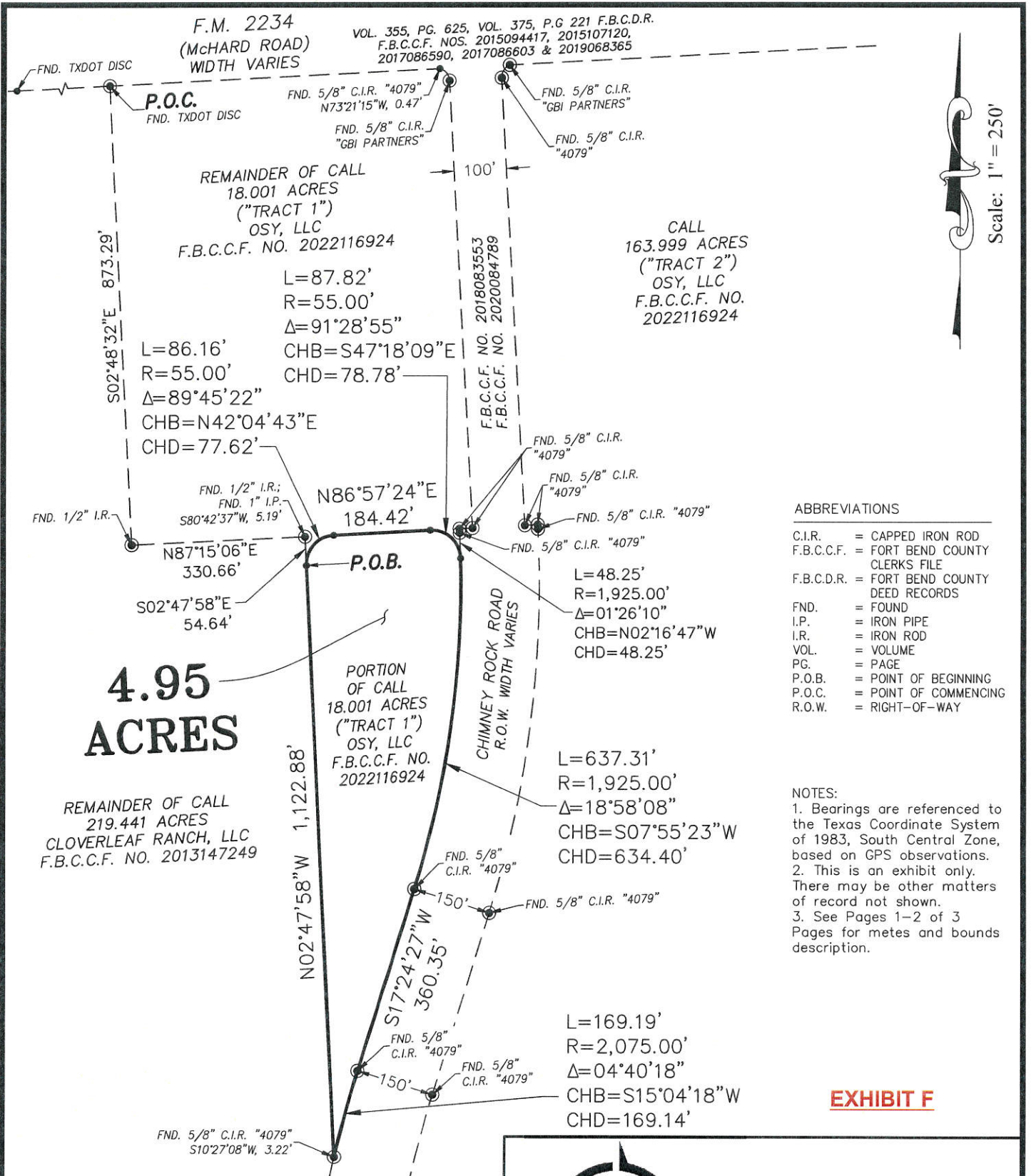
3.) 169.19 feet along the arc of said curve having a radius of 2,075.00 feet, a central angle of 04 degrees 40 minutes 18 seconds and a chord which bears South 15 degrees 04 minutes 18 seconds West, 169.14 feet to the south corner of said 18.001 acres, being on the east line of aforesaid 219.441 acres, and from which a found 5/8 inch capped iron rod stamped "4079" bears South 10 degrees 27 minutes 08 seconds West, 3.22 feet;

THENCE, with the common line between said 18.001 acres and said 219.441 acres, North 02 degrees 47 minutes 58 seconds West, a distance of 1,122.88 feet to the **POINT OF BEGINNING** and containing 4.95 acres of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, FILED UNDER JOB NOS. 215596 AND 235601 IN THE OFFICES OF GBI PARTNERS.

GBI Partners
TBPELS Firm #10130300
Ph: 281.499.4539
September 14, 2023





ABBREVIATIONS

C.I.R.	= CAPPED IRON ROD
F.B.C.C.F.	= FORT BEND COUNTY CLERKS FILE
F.B.C.D.R.	= FORT BEND COUNTY DEED RECORDS
FND.	= FOUND
I.P.	= IRON PIPE
I.R.	= IRON ROD
VOL.	= VOLUME
PG.	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT-OF-WAY

NOTES:

1. Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations.
2. This is an exhibit only. There may be other matters of record not shown.
3. See Pages 1-2 of 3 Pages for metes and bounds description.

EXHIBIT F

EXHIBIT

4.95 ACRES

LOCATED IN THE T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS



GBI PARTNERS

4724 VISTA ROAD TBP&S FIRM #10130300
PASADENA, TX 77505 GBSurvey@GBISurvey.com
PHONE: 281-499-4539 www.GBISurvey.com

SCALE: 1" = 250'

JOB NO. 235601

DATE: 09/14/2023

CREW CHIEF: B.S.

FIELD BOOK: 22057

DWG.: 23-530EX

EXHIBIT F

County: Fort Bend
Project: HTBP
Job No.: 235601
M&B No.: 23-529

FIELD NOTES FOR 40.33 ACRES

Being a tract containing 40.33 acres of land located in the T. Hobermaker Survey, A-191, in Fort Bend County, Texas. Said 40.33 acres being a portion of a call 163.999 acre tract of land (styled "Tract 2") recorded in the name of OSY, LLC under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2022116924 and all of Fort Bend County Municipal Utility District No. 168 Director's Lot Nos. 5, 4, 3, 2 and 1 ("Director's Lot No. 5", "Director's Lot No. 4", "Director's Lot No. 3", "Director's Lot No. 2" and "Director's Lot No. 1", respectively) being call 0.1148 acre tracts of land recorded in the names of David Husid (as to Director's Lot No. 5), Amelia Josephine Switz (as to Director's Lot No. 4), Lizandro Campos (as to Director's Lot No. 3), Ryan Smith (as to Director's Lot No. 2) and Kyle Prater (as to Director's Lot No. 1) under F.B.C.C.F. Nos. 2019116186, 2019119515, 2019116184, 2019116180 and 2020016412, respectively. Said 40.33 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a 5/8 inch capped iron rod stamped "GBI Partners" found at the lower northeast corner of said 163.999 acres, being on the west line of a call 93.7761 acre tract of land recorded in the name of Tesla Investments, LLC under F.B.C.C.F. No. 2010098709, and the common Survey line between said Hobermaker Survey and the T.W. Thompson Survey, A-335, Fort Bend County, Texas, and from which a 5/8 inch capped iron rod stamped "GBI Partners" found at a re-entrant corner of said 163.999 acres bears South 87 degrees 33 minutes 01 seconds West, 444.00 feet;

THENCE, with said common Survey line and the common line between said 163.999 acres and said 93.7761 acres, the following two (2) courses:

- 1.) South 02 degrees 26 minutes 59 seconds East, a distance of 366.06 feet to the **POINT OF BEGINNING**;
- 2.) South 02 degrees 26 minutes 59 seconds East, a distance of 675.38 feet to a 1-1/2 inch iron pipe found at an ell corner on the east line of said 163.999 acres and the northeast corner of a call 29.339 acre tract of land recorded in the name of WXYZ, Inc. in Volume 2090, Page 2058 of the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, with the north line of said 29.339 acres and common with said 163.999 acres, South 87 degrees 29 minutes 02 seconds West, at 331.07 feet pass a 5/8 inch capped iron rod (illegible) found for reference, and continuing for a total distance of 1,064.88 feet to a 5/8 inch iron rod found at the northwest corner of said 29.339 acres and a re-entrant corner of said 163.999 acres;

EXHIBIT F

THENCE, with the west line of said 29.339 acres and common with said 163.999 acres, South 02 degrees 30 minutes 42 seconds East, a distance of 1,199.22 feet to a 5/8 inch iron rod found at the southwest corner of said 29.339 acres and a re-entrant corner of said 163.999 acres;

THENCE, with the south line of said 29.339 acres and common with said 163.999 acres and aforesaid Director's Lot Nos. 5, 4, 3, 2 and 1, North 87 degrees 30 minutes 38 seconds East, at 764.91 feet pass a 5/8 inch capped iron rod stamped "GBI Partners" found at the common north corner between said 163.999 acres and Director's Lot No. 5, and continuing for a total distance of 1,014.91 feet to a 5/8 inch capped iron rod stamped "LJA" found at the northeast corner of said Director's Lot No. 1 and the upper northwest corner of a call 4.942 acre tract of land recorded in the name of Asief Karim and Nioti R. Karim under F.B.C.C.F. No. 2015067441;

THENCE, with the east line of said Director's Lot No. 1 and said 163.999 acres and the upper west line of said 4.942 acres, South 02 degrees 25 minutes 47 seconds East, a distance of 493.84 feet to a point from which a 5/8 inch capped iron rod stamped "LJA" found at an ell corner on the east line of said 163.999 acres and northeast corner of a call 0.17 acre tract of land (styled "Parcel 1") recorded in the name of Plains Pipeline, L.P. under F.B.C.C.F. No. 2011028437;

THENCE, through and across said 163.999 acres, the following seven (7) courses:

- 1.) South 87 degrees 34 minutes 24 seconds West, a distance of 1,194.36 feet to a point of curvature to the right;
- 2.) 86.32 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 89 degrees 55 minutes 32 seconds and a chord which bears North 47 degrees 27 minutes 51 seconds West, 77.73 feet to a point of tangency;
- 3.) North 02 degrees 30 minutes 05 seconds West, a distance of 2,144.03 feet to a point of curvature to the right;
- 4.) 43.20 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 45 degrees 00 minutes 00 seconds and a chord which bears North 19 degrees 59 minutes 55 seconds East, 42.10 feet to a point of tangency;
- 5.) North 42 degrees 29 minutes 55 seconds East, a distance of 141.41 feet to a point of curvature to the right;
- 6.) 42.56 feet along the arc of said curve having a radius of 55.00 feet, a central angle of 44 degrees 19 minutes 57 seconds and a chord which bears North 64 degrees 39 minutes 54 seconds East, 41.50 feet to a point of tangency;
- 7.) North 86 degrees 49 minutes 52 seconds East, a distance of 1,146.00 feet to the **POINT OF BEGINNING** and containing 40.33 acres of land.

EXHIBIT F


THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE B. DUCKETT, RPLS 6340, FILED UNDER JOB NOS. 215596 AND 235601 IN THE OFFICES OF GBI PARTNERS.

GBI Partners

TBPELS Firm #10130300

Ph: 281.499.4539

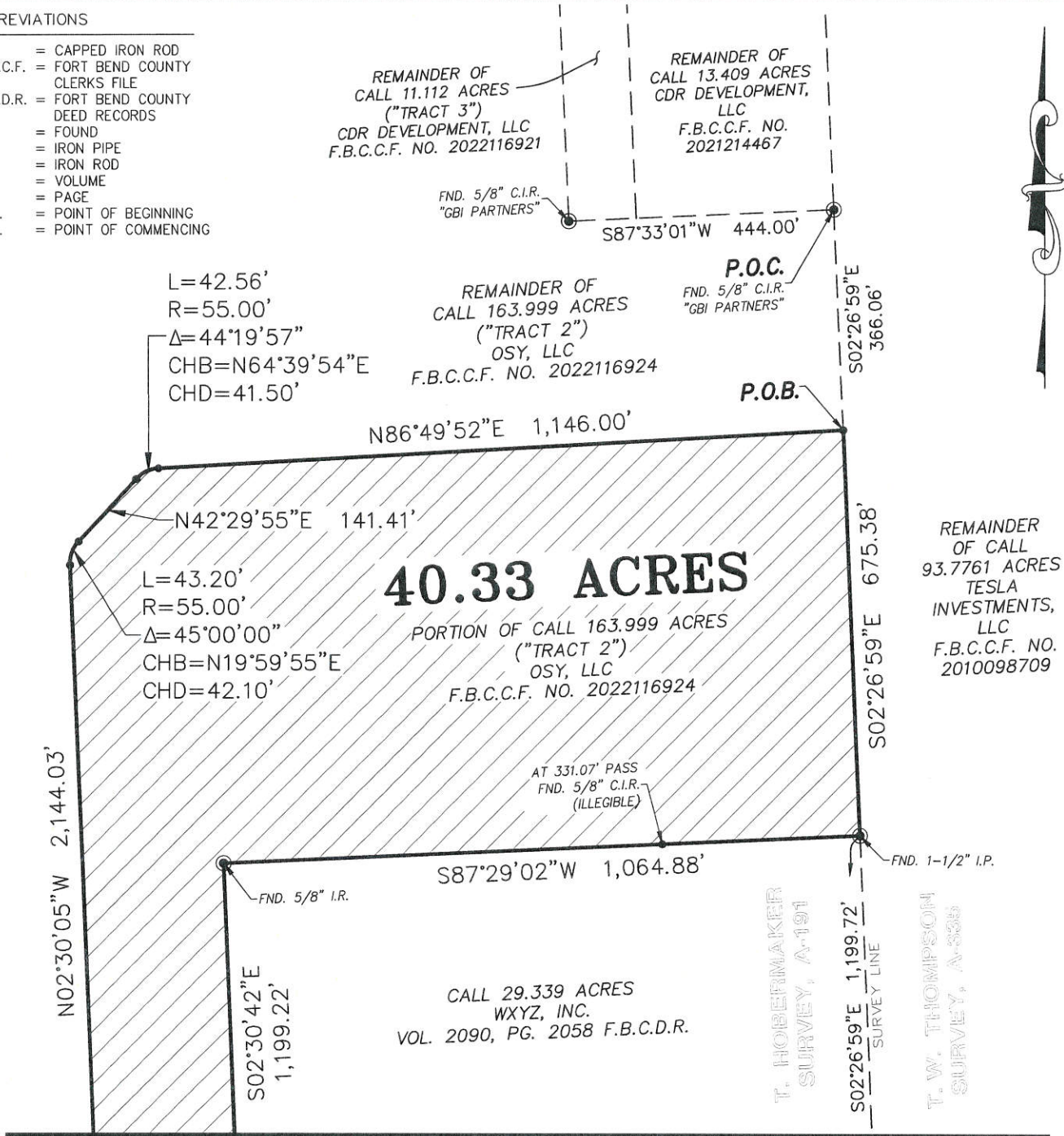
September 14, 2023

A handwritten signature in dark ink, appearing to be 'KB Duckett', written over a light background.

ABBREVIATIONS

C.I.R. = CAPPED IRON ROD
 F.B.C.C.F. = FORT BEND COUNTY
 CLERKS FILE
 F.B.C.D.R. = FORT BEND COUNTY
 DEED RECORDS
 FND. = FOUND
 I.P. = IRON PIPE
 I.R. = IRON ROD
 VOL. = VOLUME
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCING

Scale: 1" = 250'



MATCHLINE - SEE PAGE 5 OF 5

NOTES:

1. Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations.
2. This is an exhibit only. There may be other matters of record not shown.
3. See Pages 1-3 of 5 Pages for metes and bounds description.

EXHIBIT

40.33 ACRES

LOCATED IN THE T. HOBERMAKER SURVEY, A-191
 FORT BEND COUNTY, TEXAS

EXHIBIT F



GBI PARTNERS

4724 VISTA ROAD TBP&LS FIRM #10130300
 PASADENA, TX 77505 GBI Survey@GBISurvey.com
 PHONE: 281-499-4539 www.GBISurvey.com

SCALE: 1" = 250'	JOB NO. 235601	DATE: 09/14/2023
CREW CHIEF: B.S.	FIELD BOOK: 22057	DWG.: 23-529EX

MATCHLINE - SEE PAGE 4 OF 5

TRACT DETAILS

[1] CALL 0.1148 ACRE
(FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 168
DIRECTOR'S LOT NO. 1)
KYLE PRATER
F.B.C.C.F. NO. 2020016412

[4] CALL 0.1148 ACRE
(FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 168
DIRECTOR'S LOT NO. 4)
AMELIA JOSEPHINE SWITZ
F.B.C.C.F. NO. 2019119515

[2] CALL 0.1148 ACRE
(FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 168
DIRECTOR'S LOT NO. 2)
RYAN SMITH
F.B.C.C.F. NO. 2019116180

[5] CALL 0.1148 ACRE
(FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 168
DIRECTOR'S LOT NO. 5)
DAVID HUSID
F.B.C.C.F. NO. 2019116186

[3] CALL 0.1148 ACRE
(FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 168
DIRECTOR'S LOT NO. 3)
LIZANDRO CAMPOS
F.B.C.C.F. NO. 2019116184

CALL
29.339 ACRES
WXYZ, INC.
VOL. 2090,
PG. 2058
F.B.C.D.R.

N02°30'05"W 2,144.03'

S02°30'42"E
1,199.22'

FND. 5/8" I.R.

N87°30'38"E 1,014.91'

764.91'

FND. 5/8"
C.I.R. "LJA"

S02°26'59"E
1,199.72'

SURVEY LINE

A-191

A-305

FND. 3/4" I.R.

(SEE TRACT
DETAILS ABOVE)

40.33 ACRES

PORTION OF CALL 163.999 ACRES
("TRACT 2")
OSY, LLC
F.B.C.C.F. NO. 2022116924

REMAINDER
OF CALL
93.7761 ACRES
TESLA
INVESTMENTS,
LLC
F.B.C.C.F. NO.
2010098709

L=86.32'
R=55.00'
Δ=89°55'32"
CHB=N47°27'51"W
CHD=77.73'

S87°34'24"W 1,194.36'

REMAINDER OF
CALL 163.999 ACRES
("TRACT 2")
OSY, LLC
F.B.C.C.F. NO. 2022116924

CALL 0.17 ACRE
("PARCEL 1")
PLAINS PIPELINE, L.P.
F.B.C.C.F. NO.
2011028437

FND. 1/2" C.I.R.
"S. ADAMS"

S82°35'52"W, 1.13'

FND. 5/8" C.I.R.
"LJA"

FND. 5/8"
C.I.R. "LJA"

CALL 1.66 ACRES
PLAINS
PIPELINE, L.P.
F.B.C.C.F. NO.
2011028438

S02°25'47"E
341.16'

REMAINDER
OF CALL
4.942 ACRES
ASIEF KARIM &
NIOTI R. KARIM
F.B.C.C.F. NO.
2015067441

ABBREVIATIONS

C.I.R. = CAPPED IRON ROD
F.B.C.C.F. = FORT BEND COUNTY
CLERKS FILE
F.B.C.D.R. = FORT BEND COUNTY
DEED RECORDS
FND. = FOUND
I.P. = IRON PIPE
I.R. = IRON ROD
VOL. = VOLUME
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

NOTES:

1. Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations.
2. This is an exhibit only. There may be other matters of record not shown.
3. See Pages 1-3 of 5 Pages for metes and bounds description.

EXHIBIT F

EXHIBIT

40.33 ACRES

LOCATED IN THE T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS



GBI PARTNERS

4724 VISTA ROAD TBPCLS FIRM #10130300
PASADENA, TX 77505 GBSurvey@GBISurvey.com
PHONE: 281-499-4539 www.GBISurvey.com

SCALE: 1" = 250'

JOB NO. 235601

DATE: 09/14/2023

CREW CHIEF: B.S.

FIELD BOOK: 22057

DWG.: 23-529EX

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
0.5578 ACRES (24,299 SQ. FT.)
OUT OF CALLED 163.999 ACRE TRACT
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

Being a tract or parcel of land containing a total of 0.5578 acres (24,299 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.5578 acre tract being out of that certain tract called 163.999 acres conveyed to OSY, LLC by special warranty deed dated September 8, 2022, recorded in Fort Bend County Clerk's File No. 2022116924, of the Official Public Records of Fort Bend County, Texas, said 0.5578 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

COMMENCING at a 5/8-inch iron rod with a Tejas cap (X=3,087,563.21; Y=13,777,177.96; surface, feet) found in the existing southerly right-of-way line of F. M. 2234 (width varies) as widened in Fort Bend County Clerk's File No. 2015094417 and 2015104000, at its intersect with the existing easterly line right-of-way line Chimney Rock Road as described in Fort Bend County Clerk's File No. 2018083553, being the most northerly northwest corner of said 163.999 acre tract;

THENCE, in a southwesterly direction, a distance of 31.16 feet along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, following the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 71°24'38" (Ch=S32°42'27"W, 29.18 feet) to a 5/8-inch iron rod with a Tejas cap found for a point of tangency;

THENCE South 02°59'52" East, along the existing easterly right-of-way line of said Chimney Rock Road (100 feet wide), being the westerly line of said 163.999 acre tract, a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap found for a southwesterly corner of said 163.999 acre tract and an interior corner in said easterly right-of-way line;

THENCE North 87°00'08" East, along the existing easterly right-of-way line of said Chimney Rock Road and a southerly line of said 163.999 acre tract, a distance of 25.00 feet to the to 5/8-inch iron rod with a Tejas cap found on the existing easterly right-of-way line of Chimney Rock Road (150 feet wide), being an interior corner of said 163.999 acre tract;

THENCE South 02°59'52" East, along the existing easterly right-of-way line of said Chimney Rock Road (150 feet wide), being the westerly line of said 163.999 acre tract, a distance of 8.05 feet to 5/8-inch iron rod with a Tejas cap found for a point of curvature;

THENCE, in a southerly direction, a distance of 428.29 feet along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, following the arc of a curve to the right, having a radius of 2075.00 feet and a central angle of $11^{\circ}49'34''$ (Ch= $S02^{\circ}54'55''W$, 427.53 feet) to a 5/8-inch iron rod with a Tejas cap set for the POINT OF BEGINNING (X=3,087,595.57; Y=13,775,870.21; surface, feet) and northwest corner of the herein described 0.5578 acre parcel;

THENCE South $83^{\circ}59'05''$ East, crossing said 163.999 acre tract, a distance of 480.80 feet to the northeast corner of the herein described parcel in the west line of a called 40.33 acre Proposed Detention Easement, from which a 5/8-inch iron rod with a Tejas cap set for reference in the west line of that certain tract called 9.550 acre existing Detention Easement as described in Fort Bend County Clerk's File No. 2020102880, bears $S83^{\circ}59'05''E$, 237.36 feet;

THENCE South $02^{\circ}30'05''$ East, crossing said 163.999 acre tract along the westerly line of said 40.33 acre Proposed Detention Easement, a distance of 50.56 feet to the southeast corner of the herein described parcel;

THENCE North $83^{\circ}59'05''$ West, crossing said 163.999 acre tract, a distance of 491.35 feet to the 5/8-inch iron rod with a Tejas cap set on the existing easterly right-of-way line of Chimney Rock Road (150 feet wide) for the southwest corner of the herein described parcel;

THENCE, in a northerly direction, a distance of 50.09 feet along the existing easterly right-of-way line of said Chimney Rock Road (150 feet wide), being the westerly line of said 163.999 acre tract, following the arc of a curve to the left, having a radius of 2075.00 feet and a central angle of $01^{\circ}23'00''$ (Ch= $N09^{\circ}31'12''E$, 50.09 feet) to the POINT OF BEGINNING and containing 0.5578 acres (24,299 square feet) of land, more or less.

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

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

TEJAS SURVEYING
Firm No. 10194739
Ph: 281 240-9099
Job No. 61-1501-2023 Parcel 17(E)



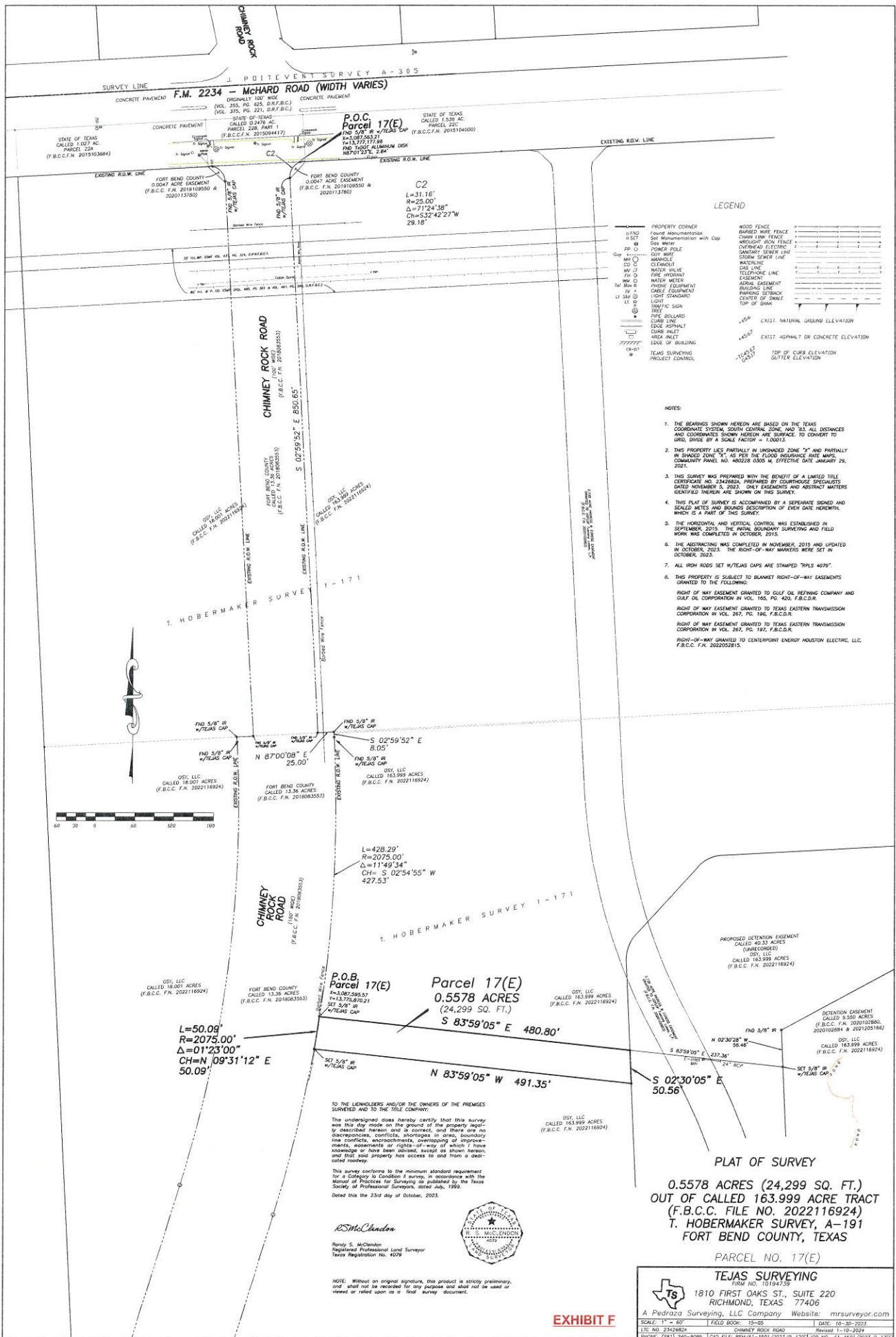


Exhibit "G"
Description of Right of Way Dedication to County

[See attached following this cover page]

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
0.5065 ACRES (22,063 SQ. FT.)
OUT OF CALLED 18.001 ACRE TRACT
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

Being a tract or parcel of land containing a total of 0.5065 acres (22,063 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.5065 acre tract being out of that certain tract called 18.001 acres conveyed to OSY, LLC by special warranty deed dated September 8, 2022, recorded in Fort Bend County Clerk's File No. 2022116924, of the Official Public Records of Fort Bend County, Texas, said 0.5065 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

BEGINNING at a 5/8-inch iron rod with a Tejas cap (X=3,087,429.18; Y=13,777,170.99; surface, feet) found in the existing southerly right-of-way line of F. M. 2234 (width varies) as widened in Fort Bend County Clerk's File No. 2015094417 at its intersect with the existing westerly line right-of-way line of Chimney Rock Road as described in Fort Bend County Clerk's File No. 2018083553, being the most northerly northeast corner of said 18.001 acre tract and the herein described 0.5065 acre parcel;

THENCE, in a southeasterly direction, a distance of 31.31 feet along the existing westerly right-of-way line of said Chimney Rock Road, following the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 71°45'53" (Ch=S38°52'48"E, 29.31 feet) to a 5/8-inch iron rod with a Tejas cap found for a point of tangency;

THENCE South 02°59'52" East along the existing west right-of-way line of said Chimney Rock Road (100 feet wide), a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap found for an interior corner in said existing westerly right-of-way line of Chimney Rock Road, being also the southeast corner of said 18.001 acre tract and the herein described parcel;

THENCE South 87°00'08" West, along the existing westerly right-of-way line of said Chimney Rock Road and a southerly line of said 18.001 acre tract, a distance of 25.00 feet to the to 5/8-inch iron rod with a Tejas cap found for a northwesterly corner on the existing westerly right-of-way line of Chimney Rock Road (150 feet wide), being an interior corner of said 18.001 acre tract and the southwest corner of the herein described parcel;

THENCE North 02°59'52" West, crossing said 18.001 acre tract along the proposed westerly right-of-way line of said Chimney Rock Road, a distance of 849.39 feet to 5/8-inch iron rod with a Tejas cap set for an angle point;

THENCE North 47°59'15" West, crossing said 18.001 acre tract along the proposed westerly right-of-way line of said Chimney Rock Road, a distance of 35.37 feet to 5/8-inch iron rod with a Tejas cap set in the southerly right-of-way line of said F. M. 2234 as widened in Fort Bend County Clerk's file No. 2015103684, for the northwest corner of the herein described parcel;

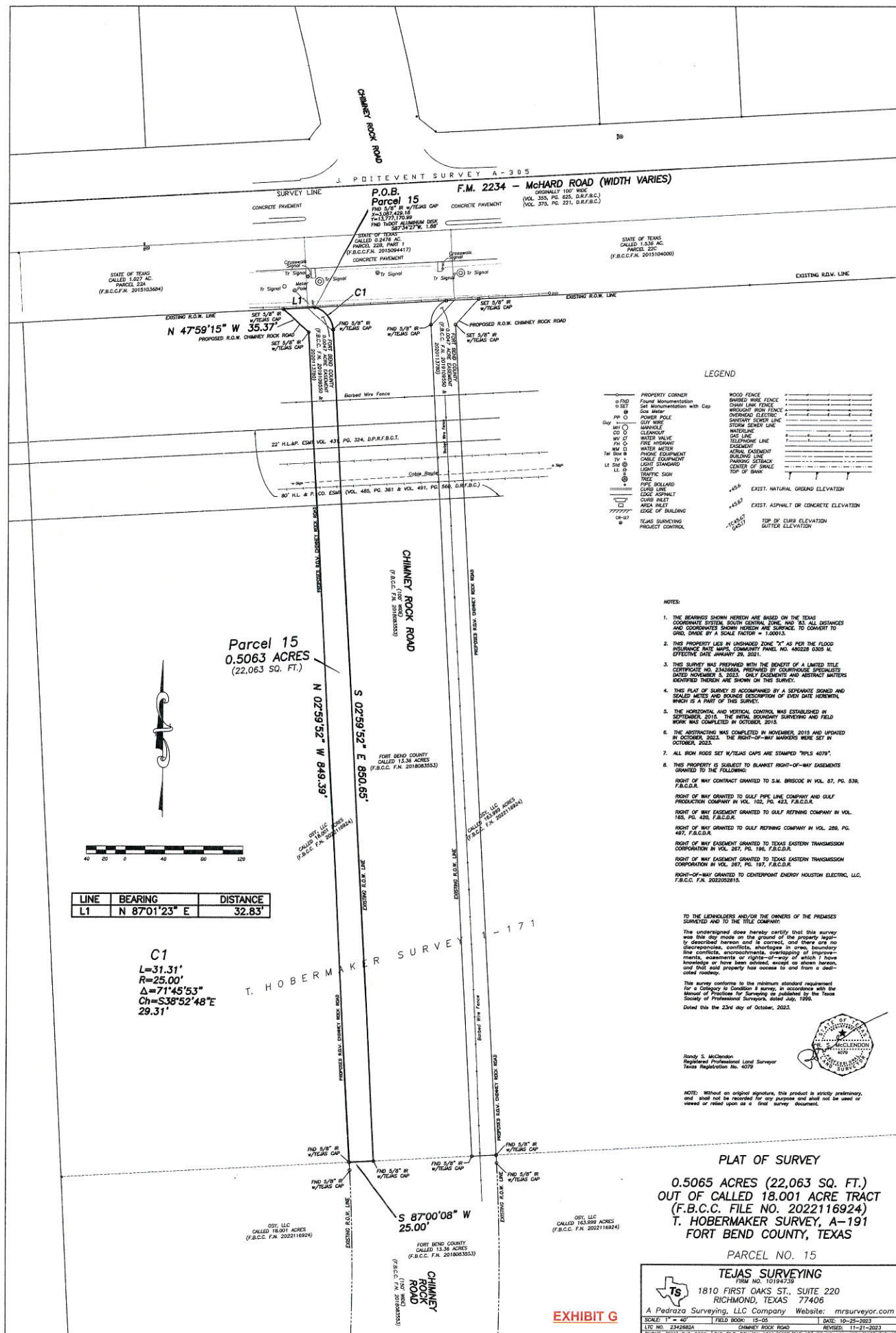
THENCE North 87°01'23" East along the southerly right-of-way line of said F.M. 2234 and the northerly line of said 18.001 acre tract, a distance of 32.83 feet to the POINT OF BEGINNING and containing 0.5065 acres (22,063 square feet) of land, more or less.

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

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

TEJAS SURVEYING
Firm No. 10194739
Ph: 281 240-9099
Job No. 61-1501-2023 Parcel 15





LEGEND

○	PROPERTY CORNER	WOOD FENCE	-----
○	Found Monument	BARBED WIRE FENCE	-----
○	Set Monument with Cap	CHAIN LINK FENCE	-----
○	Power Pole	DOE METER	-----
○	GUY WIRE	BROUGHT IRON FENCE	-----
○	MANHOLE	UNDERGROUND ELECTRIC	-----
○	WATER VALVE	STORM SEWER LINE	-----
○	FIRE HYDRANT	GAS LINE	-----
○	WATER METER	TELEPHONE LINE	-----
○	PHONE EQUIPMENT	EASEMENT	-----
○	CABLE EQUIPMENT	NEURAL EASEMENT	-----
○	LIGHT	BUILDING LINE	-----
○	TRAFFIC SIGN	PARKING STRIP	-----
○	PIPE BOLLARD	CURB INLET	-----
○	CURB INLET	WALK INLET	-----
○	WALK INLET	EDGE OF BUILDING	-----
○	TEAS SURVEYING	CENTER OF SHALE	-----
○	PROJECT CONTROL	TOP OF BANK	-----

- NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE, TO CONFORM TO GRID, MADE BY A SCALE FACTOR = 1.00013.
 2. THIS PROPERTY LIES IN UNSHADED ZONE "A" AS PER THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 48228 5305 4, EFFECTIVE DATE JANUARY 24, 2021.
 3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A LIMITED TITLE CERTIFICATE NO. 2458564, PREPARED BY COURTESY OF SPEAKERS DATED NOVEMBER 5, 2023. ONLY EASEMENTS AND ABSTRACT MATTERS IDENTIFIED THEREON ARE SHOWN ON THIS SURVEY.
 4. THIS PLAT OF SURVEY IS ACCOMPANIED BY A SEPARATE SIGNED AND SEALED METES AND BOUNDS DESCRIPTION OF EVIDENT HEREDITARY MORTGAGE IS A PART OF THIS SURVEY.
 5. THE HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED IN SEPTEMBER, 2016. THE METAL BOUNDARY SURVEYING AND FIELD WORK WAS COMPLETED IN OCTOBER, 2016.
 6. THE ABSTRACTING WAS COMPLETED IN NOVEMBER, 2016 AND UPDATED IN OCTOBER, 2023. THE RIGHT-OF-WAY MARKERS WERE SET IN OCTOBER, 2023.
 7. ALL IRON RODS SET W/TEAS CAPS ARE STAMPED "TPSL 4079".
 8. THIS PROPERTY IS SUBJECT TO BLANKET RIGHT-OF-WAY EASEMENTS GRANTED TO THE FOLLOWING:
 - RIGHT OF WAY CONTRACT GRANTED TO S.M. BRISCOE IN VOL. 87, PG. 539, F.B.C.D.R.
 - RIGHT OF WAY GRANTED TO GULF PIPE LINE COMPANY AND GULF PRODUCTION COMPANY IN VOL. 105, PG. 453, F.B.C.D.R.
 - RIGHT OF WAY EASEMENT GRANTED TO GULF REFINING COMPANY IN VOL. 185, PG. 420, F.B.C.D.R.
 - RIGHT OF WAY GRANTED TO GULF REFINING COMPANY IN VOL. 288, PG. 487, F.B.C.D.R.
 - RIGHT OF WAY EASEMENT GRANTED TO TEXAS EASTERN TRANSMISSION CORPORATION IN VOL. 267, PG. 194, F.B.C.D.R.
 - RIGHT OF WAY EASEMENT GRANTED TO TEXAS EASTERN TRANSMISSION CORPORATION IN VOL. 267, PG. 197, F.B.C.D.R.
 - RIGHT-OF-WAY GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, F.B.C.D.R. 2022032815.

TO THE LENDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY

The undersigned does hereby certify that this survey was the day made on the ground of the property, inspected by disinterested parties and is correct, and there are no errors, omissions, conflicts, ambiguities or errors, line conflicts, encroachments, overlapping of improvements, easements or rights-of-way of which I have knowledge or have been advised, except as shown hereon, and that said property has been surveyed and is a duly-platted survey.

This survey conforms to the minimum standards required for a Category II survey, in accordance with the Manual of Practice for Surveying as published by the Texas Society of Professional Surveyors, dated July, 1988.

Dated this 23rd day of October, 2023.

Randy S. McClendon
Registered Professional Land Surveyor
Texas Registration No. 4079

NOTE: Without an original signature, this product is strictly preliminary, and shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

PLAT OF SURVEY
0.5063 ACRES (22,063 SQ. FT.)
OUT OF CALLED 18.001 ACRE TRACT
(F.B.C.C. FILE NO. 2022116924)
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS

PARCEL NO. 15
TEJAS SURVEYING
FIRM NO. 10194739
1810 FIRST OAKS ST., SUITE 220
RICHMOND, TEXAS 77406
A Pedraza Surveying, LLC Company Website: mrsurveyor.com
SCALE: 1" = 40' FIELD BOOK: 15-105 DATE: 10-25-2023
LIC. NO. 23428824 CHIMNEY ROCK ROAD REVISED: 11-21-2023
PHONE: (281) 240-9099 CAD FILE: RSM/61-1501/2023/PAR 15 JOB NO. 61-1501/2023 PAR 15

EXHIBIT G

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
0.5065 ACRES (22,062 SQ. FT.)
OUT OF CALLED 163.999 ACRE TRACT
T. HOBERMAKER SURVEY, A-191
FORT BEND COUNTY, TEXAS**

Being a tract or parcel of land containing a total of 0.5065 acres (22,062 square feet), more less, situated in the T. Hobermaker Survey, Abstract No. 191, in Fort Bend County, Texas, said 0.5065 acre tract being out of that certain tract called 163.999 acres conveyed to OSY, LLC by special warranty deed dated September 8, 2022, recorded in Fort Bend County Clerk's File No. 2022116924, of the Official Public Records of Fort Bend County, Texas, said 0.5065 acre parcel being more particularly described by metes and bounds as follows (with all bearings referenced to the Texas Coordinate System, South Central Zone, NAD '83):

BEGINNING at a 5/8-inch iron rod with a Tejas cap (X=3,087,563.21; Y=13,777,177.96; surface, feet) found in the existing southerly right-of-way line of F. M. 2234 (width varies) as widened in Fort Bend County Clerk's File No. 2015094417 and 2015104000, at its intersect with the existing easterly line right-of-way line Chimney Rock Road as described in Fort Bend County Clerk's File No. 2018083553, being the most northerly northwest corner of said 163.999 acre tract and the herein described 0.5065 acre parcel;

THENCE North 87°01'23" East along the southerly right-of-way line of said F.M. 2234 and the northerly line of said 163.999 acre tract, a distance of 32.96 feet to a 5/8-inch iron rod with a Tejas cap set for the most northerly cut-back corner on the proposed easterly right-of-way line of said Chimney Rock Road, for the northeast corner of the herein described parcel;

THENCE South 42°00'46" West, crossing said 163.999 acre tract along the proposed easterly right-of-way line of said Chimney Rock Road, a distance of 35.34 feet to a 5/8-inch iron rod with a Tejas cap set for an angle point in the proposed easterly right-of-way line of said Chimney Rock Road (150 feet wide);

THENCE South 02°59'52" East, crossing said 163.999 acre tract along the proposed easterly right-of-way line of said Chimney Rock Road, a distance of 849.35 feet to 5/8-inch iron rod with a Tejas cap found for a northeast corner of the existing easterly right-of-way line of Chimney Rock Road, being an interior corner of said 163.999 acre tract and the southeast corner of the herein described parcel;

THENCE South 87°00'08" West, along the existing easterly right-of-way line of said Chimney Rock Road and a southerly line of said 163.999 acre tract, a distance of 25.00 feet to the to 5/8-

inch iron rod with a Tejas cap found on the existing easterly right-of-way line of Chimney Rock Road (100 feet wide), being a southwesterly corner of said 163.999 acre tract and the herein described parcel;

THENCE North 02°59'52" West, along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, a distance of 850.65 feet to 5/8-inch iron rod with a Tejas cap found for a point of curvature;

THENCE, in a northeasterly direction, a distance of 31.16 feet along the existing easterly right-of-way line of said Chimney Rock Road, being the westerly line of said 163.999 acre tract, following the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 71°24'38" (Ch=N32°42'27"E, 29.18 feet) to the POINT OF BEGINNING and containing 0.5065 acres (22,062 square feet) of land, more or less.

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

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

TEJAS SURVEYING
Firm No. 10194739
Ph: 281 240-9099
Job No. 61-1501-2023 Parcel 16



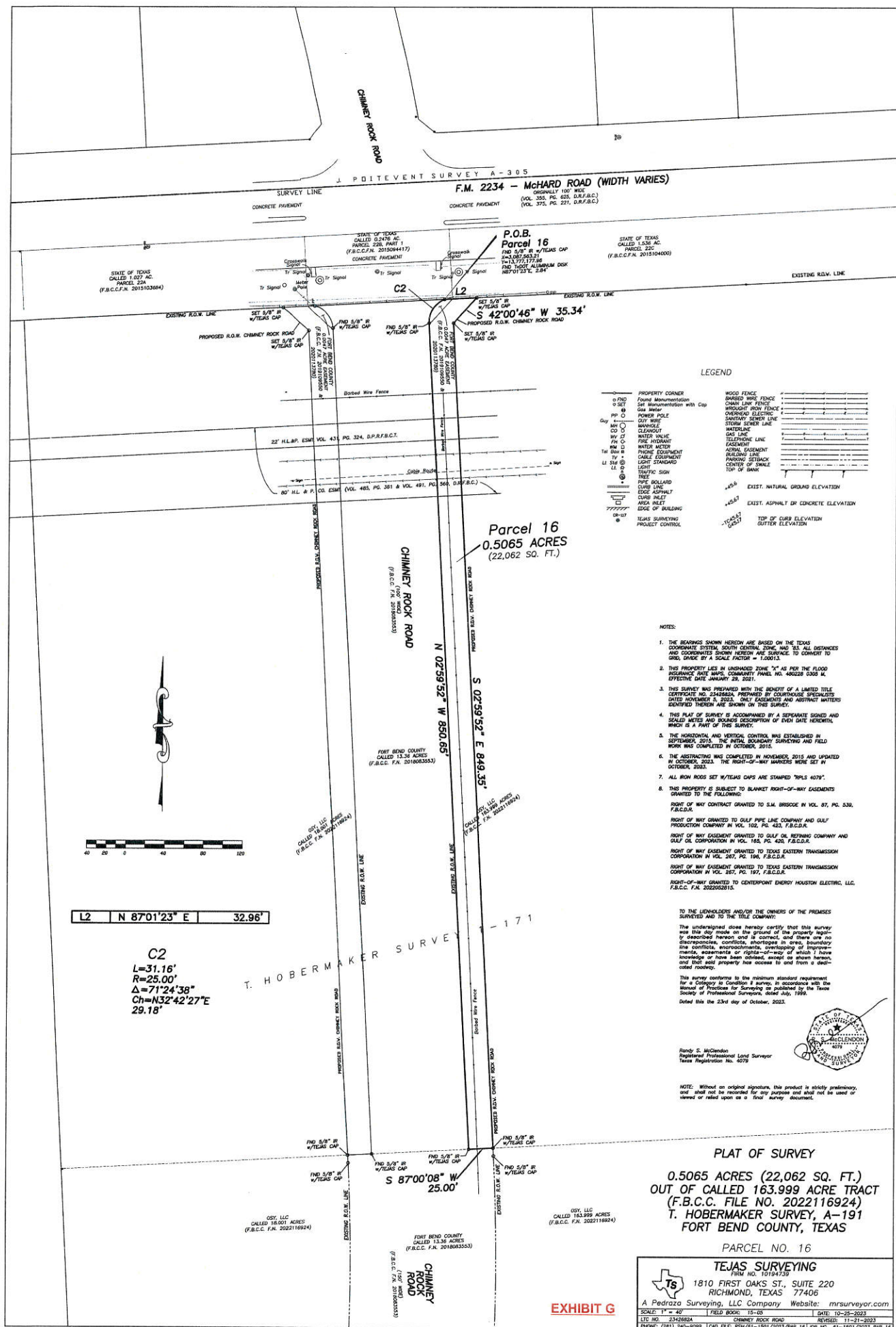


Exhibit "H"
Temporary Access Easement

[See attached following this cover page]

1. CONTRACTOR SHALL EXCAVATE THE POND TO THE LIMITS SHOWN AT THE SLOPE TO OBTAIN FILL REQUIRED FOR ROADWAY EMBANKMENT.
2. CONTRACTOR SHALL SUPPLY TEMPORARY PUMPING AS NEEDED TO PER FORM THE EXCAVATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE POND DURING THE EXCAVATION. THE POND MUST BE TO ITS ORIGINAL CONDITION AFTER EXCAVATION IS COMPLETED.



1	11/15/24	ADDENDUM 1	MB
NO.	DATE	REVISION	APPROVED



Zarinkelk
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CHIMNEY ROCK ROAD-SEGMENT 2

FBMUD NO. 168
2-10' X 10' RCB

DRAWN: JG		HORIZ SCALE: 1"=200'	
DESIGNED: MB		VERT SCALE:	
CHECKED: MB		DATE: 11/26/2024	
APPROVED: GZ		SHEET NO:	
CONTRACT: 20202			

