

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.

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (the "Easement Agreement") is made by and between Hightower Phase I Owner, LLC, a Delaware limited liability company ("Phase I Grantor"), Hightower Phase II Owner, LLC, a Delaware limited liability company ("Phase II Grantor"; and together with Phase I Grantor, hereinafter referred to as "Grantor"), and Fort Bend County, Texas, a political subdivision of the state of Texas ("Grantee").

WHEREAS, Phase I Grantor and Phase II Grantor separately own portions of that certain 163.999 acre and 18.001 acre tracts of land both situated in the T. Hobermaker Survey, Abstract No. 191, Fort Bend County, Texas, as recorded under Clerk's File No. 2022116924 of the Official Public Records of Fort Bend County, Texas (collectively, the "Grantor Tract"); and

WHEREAS, the Grantor Tract is located adjacent to the Chimney Rock Road right-of-way, which right-of-way is part of Fort Bend County road expansion project under Mobility Bond Project No's. 17202 and 20202 (the "Road Project"); and

WHEREAS, in connection with the Road Project, Grantee needs to construct a reinforced concrete box and pump station and provide for storm water detention in a volume sufficient under all regulatory requirements to accommodate the increased storm water flow and disposal of surface waters, rain, or any such excess water related to the expansion of the Chimney Rock Road right-of-way; and

WHEREAS, Grantor has agreed to provide Grantee a permanent and perpetual, non-exclusive easement for the purposes of accommodating Grantee's construction of the RCB and Pump Station and for the storm water flow and drainage from the Chimney Rock Road right-of-way to the drainage facilities located on the Grantor Tract.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, Grantor and Grantee agree as follows:

1. **Recitals.** The recitals set forth above are a material part of this Easement Agreement and are hereby incorporated by reference and made a part of this Easement Agreement.
2. **Development Agreement.** This Easement Agreement is subject to the terms and conditions of that certain "Development Agreement for Mobility Bond Project" dated

March 12, 2025, by and between Grantor, as successor-in-interest to OSY, LLC, a Delaware limited liability company, and Grantee on and recorded under Clerk's File No. _____ of the Official Public Records of Fort Bend County, Texas (the "Development Agreement"), which agreement is incorporated by reference and made a part hereof as if fully set forth in this Easement Agreement.

3. **Definitions.**

- (a) The term "Drainage Facilities," as used in this Easement Agreement, means the drainage and detention facilities located on the Grantor Tract and situated East and West of Chimney Rock Road as provided in the Development Agreement.
- (b) The term "RCB and Pump Station" as used in this Easement Agreement, means the two (2) 10 feet by 10 feet (10'x10') reinforced concrete boxes and a pump station as provided in the Development Agreement.

4. **Easements.**

- (a) Grantor hereby GRANTS, GIVES, and CONVEYS to Grantee, its successors and assigns, the following permanent, perpetual, non-exclusive easements (collectively, the "Easements"), for the purpose of constructing the RCB and Pump station and draining and disposing of storm water flow, surface waters, rain, or any such excess water from the Road Project and the Chimney Rock Road right-of-way onto, over, and across the surface of the Grantor Tract to the Drainage Facilities:
 - (1) Parcel 1: Being a 4.95 acre tract of land located in the T. Hobermaker Survey, Abstract No. 191, Fort Bend County, Texas, and being a portion of a called 18.001 acre tract of land recorded under Clerk's File No. 2022116924 of the Official Public Records of Fort Bend County, Texas; said 4.95 acre tract of land being more particularly described by metes and bounds and survey attached hereto as "**Exhibit A**" and incorporated by reference herein.
 - (2) Parcel 2: Being a 40.33 acre tract of land located in the T. Hobermaker Survey, Abstract No. 191, Fort Bend County, Texas, and being a portion of a called 163.999 acre tract of land recorded under Clerk's File No. 2022116924 of the Official Public Records of Fort Bend County, Texas; said 40.33 acre tract of land being more particularly described metes and bounds and survey attached hereto as "**Exhibit B**" and incorporated by reference herein.
 - (3) Parcel 17(E): Being a 0.5578 acre tract of land located in the T. Hobermaker Survey, Abstract No. 191, Fort Bend County, Texas, and being a portion of a called 163.999 acre tract land recorded under Clerk's File No. 2022116924 of the Official Public Records of Fort Bend County, Texas; said 40.33 acre tract of land being more particularly described metes and

bounds and survey attached hereto as "**Exhibit C**" and incorporated by reference herein.

- (b) The term of the Easements herein conveyed shall be perpetual until Grantee records a release and abandonment of easement document in the Official Public Records of Fort Bend County, Texas, forever releasing and abandoning the easement rights and privileges granted herein.
- 5. **Temporary Access Easement.** Pursuant to the terms of the Development Agreement, Grantee shall have the right 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 Grantee's use in the Road Project. Grantor hereby GRANTS, GIVES, and CONVEYS to Grantee, its successors and assigns, a fifty-foot (50') wide temporary access easement as provided in "**Exhibit D**" attached hereto and incorporated by reference herein, for the purpose of conducting such excavation and removal work (the "Temporary Access Easement"). The term of the Temporary Access Easement conveyed herein shall be for the duration of the Road Project. Upon completion of the Road Project (as certified by Grantee), Grantee shall record a release and abandonment of easement document in the Official Public Records of Fort Bend County, Texas, forever releasing and abandoning the easement rights and privileges granted herein.
- 6. **Outflow.** Grantee shall have the right to drain, discharge, and dispose of storm water flow and surface waters, rain, or any such excess water across the common boundary of the Road Project and the Chimney Rock Road right-of-way and the Grantor Tract onto, over, and across the Easements to the Drainage Facilities at a discharge rate of 116 cfs and a storage volume of 68.00 acre-feet (the same being the "Needed Capacity" for the Drainage Facilities).
- 7. **Construction, Operation, Maintenance, and Repair of Improvements.** Pursuant to the terms of the Development Agreement, Grantor, at its sole cost and expense, shall be responsible for the construction and perpetual operation, maintenance, and repair of the Drainage Facilities. Grantee, at its sole cost and expense, shall be responsible for the construction of the RCB and Pump Station. Upon Grantee's completion of construction of the RCB and Pump Station (and testing of the same as provided in the Development Agreement), Grantor shall assume and be responsible for the perpetual operation, maintenance, and repair of the RCB and Pump Station.
- 8. **Permits.** Grantor and Grantee shall be solely responsible for obtaining all permits, authorizations, licenses, and consents required by any and all governmental entities having jurisdiction over their respective portions of their obligations and activities under this Easement Agreement, including any permits or authorizations from the Texas Commission on Environmental Quality ("TCEQ").
- 9. **Barriers.** Grantor, on behalf of itself and its successors and assigns, covenants and agrees that it will not erect, construct, or install any improvements on the Grantor Tract that would obstruct or diminish the purpose of the Easements granted herein.

10. **Limitations.** Subject to the limitations set forth herein, Grantor expressly reserves unto itself, and its successors and assigns, the right to the use and enjoyment of the surface of the Easements for any and all lawful purposes; provided, however, such use and enjoyment shall not materially interfere with, obstruct, restrict, or prevent the full and complete use and enjoyment by Grantee of the Easements for the purposes set forth herein. The Easements conveyed under this Easement Agreement are non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, and through the Easements for any lawful purpose, provided that the holder of such easement does not unduly or materially interfere with Grantee's rights and privileges granted herein and the intended purposes of the Easements. Nothing contained in this Easement Agreement shall grant or be construed as granting to Grantee the right to use the Easements for any purpose other than for the purposes provided in this Easement Agreement or to change the dimensions or location of the Easements.
11. **Default.** In the event there is a breach by Grantor with respect to any provision of this Easement Agreement or its obligations hereunder, including preservation of Grantee's rights to the Needed Capacity and the construction, operation, maintenance, or repair of the Drainage Facilities and/or the RCB and Pump Station, Grantee shall give Grantor written notice of such breach. After receipt of such written notice, Grantor shall have forty-eight (48) hours in which to cure any such breach, if such breach constitutes any emergency, or ten (10) days if such breach does not constitute an emergency. Should Grantor fail to cure the breach, upon the expiration of the time limitations set forth herein, Grantee shall have the right to enter upon the Grantor Tract and make such modifications to the Drainage Facilities and/or the RCB and Pump Station to provide the Needed Capacity and/or take any and all necessary actions to cure such breach, and seek reimbursement from Grantor for any costs and expenses related to curing such breach. In the event of Grantee's breach of this Easement Agreement, Grantor shall have the right to seek any remedy which may be available to Grantor at law or in equity.
12. **Notices.** Any notice required or permitted to be given under this Easement Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

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

and: Fort Bend County, Texas
 Attn: County Judge
 301 Jackson St.
 Richmond, Texas 77469

If to Grantor: Hightower Phase I Owner, LLC
 3819 Maple Avenue
 Dallas, Texas 75219

Attention: Hightower Phase I – Asset Manager

Hightower Phase II Owner, LLC

3819 Maple Avenue

Dallas, Texas 75219

Attention: Hightower Phase II – Asset Manager

13. **Invalidation.** Invalidation of any one of the covenants contained in this Easement Agreement by a judgment or court order shall not affect any of the other provision of this Easement Agreement, which shall remain in full force and effect.
14. **Permitted Encumbrances.** The Easement rights and privileges herein granted shall be subject to all valid and subsisting easements, covenants, restrictions, reservations, and other encumbrances of record in the Official Public Records of Fort Bend County, Texas, including all laws, regulations, and restrictions by a governmental authority applicable to and enforceable against the Grantor and/or Grantee (the “Permitted Encumbrances”).
15. **Governing Law.** This Easement Agreement shall interpreted and construed in accordance with the laws of the State of Texas and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of or related to this Easement Agreement shall be the state courts situated in Fort Bend County, Texas.
16. **Covenants.** The Easement, covenants, and agreements contained herein shall be covenants running with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the Easement, together with, all and singular, the rights and appurtenances thereof in any wise belonging, including all necessary rights to ingress, egress, and regress unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easements and other rights described herein 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.

When the context requires, singular nouns and pronouns include the plural.

{Execution Pages Follow}

EXECUTED on this _____ day of _____, 2025.

GRANTOR

HIGHTOWER PHASE I OWNER, LLC,
a Delaware limited liability company

By: Hightower Investor Holdings, LLC,
a Delaware limited liability company,
its sole member

By: CHI Gulf Coast 106 Hightower, L.P.,
a Delaware limited partnership,
its administrative member

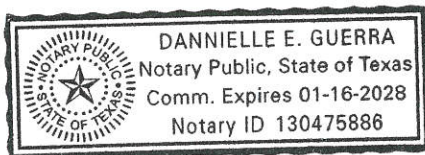
By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner .

By: Cory Driskill
Name: Cory Driskill
Title: Vice President

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this 14 day of April, 2025, by Cory Driskill, a Vice President of CHI LTH GP, L.L.C., a Delaware limited liability company; the general partner of CHI Gulf Coast 106 Hightower, L.P., a Delaware limited partnership, the administrative member of Hightower Investor Holdings, LLC, a Delaware limited liability company, the sole member of Hightower Phase I Owner, LLC, a Delaware limited liability company, on behalf of said limited liability companies and limited partnership.



Dannielle Guerra
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

HIGHTOWER PHASE II OWNER, LLC,
a Delaware limited liability company

By: Hightower Investor Holdings, LLC,
a Delaware limited liability company,
its sole member

By: CHI Gulf Coast 106 Hightower, L.P.,
a Delaware limited partnership,
its administrative member

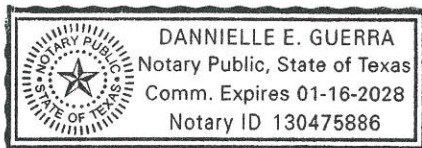
By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: Cory Diskill
Name: Cory Diskill
Title: Vice President

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this 14 day of April, 2025, by Cory Diskill, a Vice President of CHI LTH GP, L.L.C., a Delaware limited liability company, the general partner of CHI Gulf Coast 106 Hightower, L.P., a Delaware limited partnership, the administrative member of Hightower Investor Holdings, LLC, a Delaware limited liability company, the sole member of Hightower Phase II Owner, LLC, a Delaware limited liability company, on behalf of said limited liability companies and limited partnership.



Dannielle Guerra
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AGREED AND ACCEPTED this _____ day of _____, 2025.

FORT BEND COUNTY, TEXAS,
A political subdivision of the state of Texas

KP GEORGE,
COUNTY JUDGE

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2025, by
KP George, County Judge of Fort Bend County, Texas, a political subdivision of the state of
Texas, on behalf of said political subdivision.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Please Return To:
Fort Bend County Engineering Dept.
301 Jackson St., 4th Floor
Richmond, Texas 77469

EXHIBIT A

Page 1 of 3 Pages

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;

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;

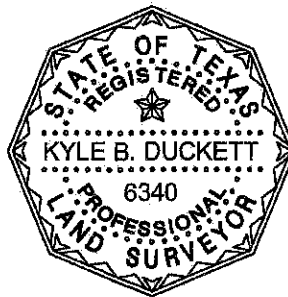
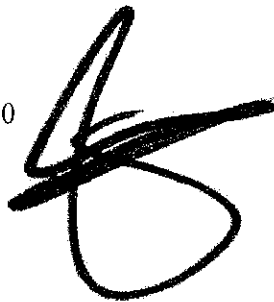
2.) South 17 degrees 24 minutes 27 seconds West, a distance of 360.35 feet to a 5/8 inch capped iron rod stamped "4079" found at a point of curvature to the left;

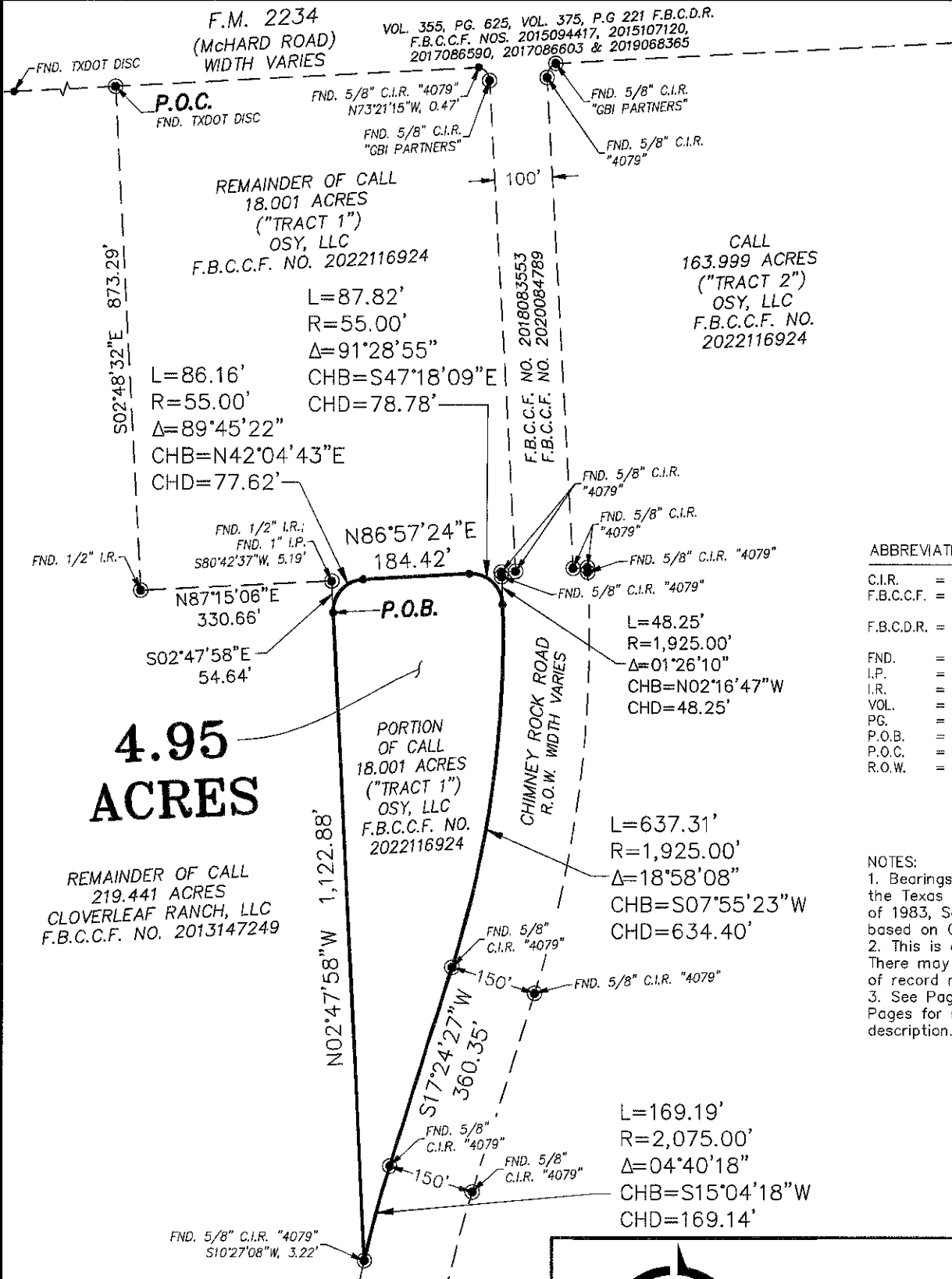
3.) 169.19 feet along the arc of said curve having a radius of 2,075.00 feet, a central angle of 04 degrees 40 minutes 18 seconds and a chord which bears South 15 degrees 04 minutes 18 seconds West, 169.14 feet to the south corner of said 18.001 acres, being on the east line of aforesaid 219.441 acres, 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





EXHIBIT

4.95 ACRES

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



GBI PARTNERS

4724 VISTA ROAD T&PELS 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 B

Page 1 of 5 Pages

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;

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.

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.

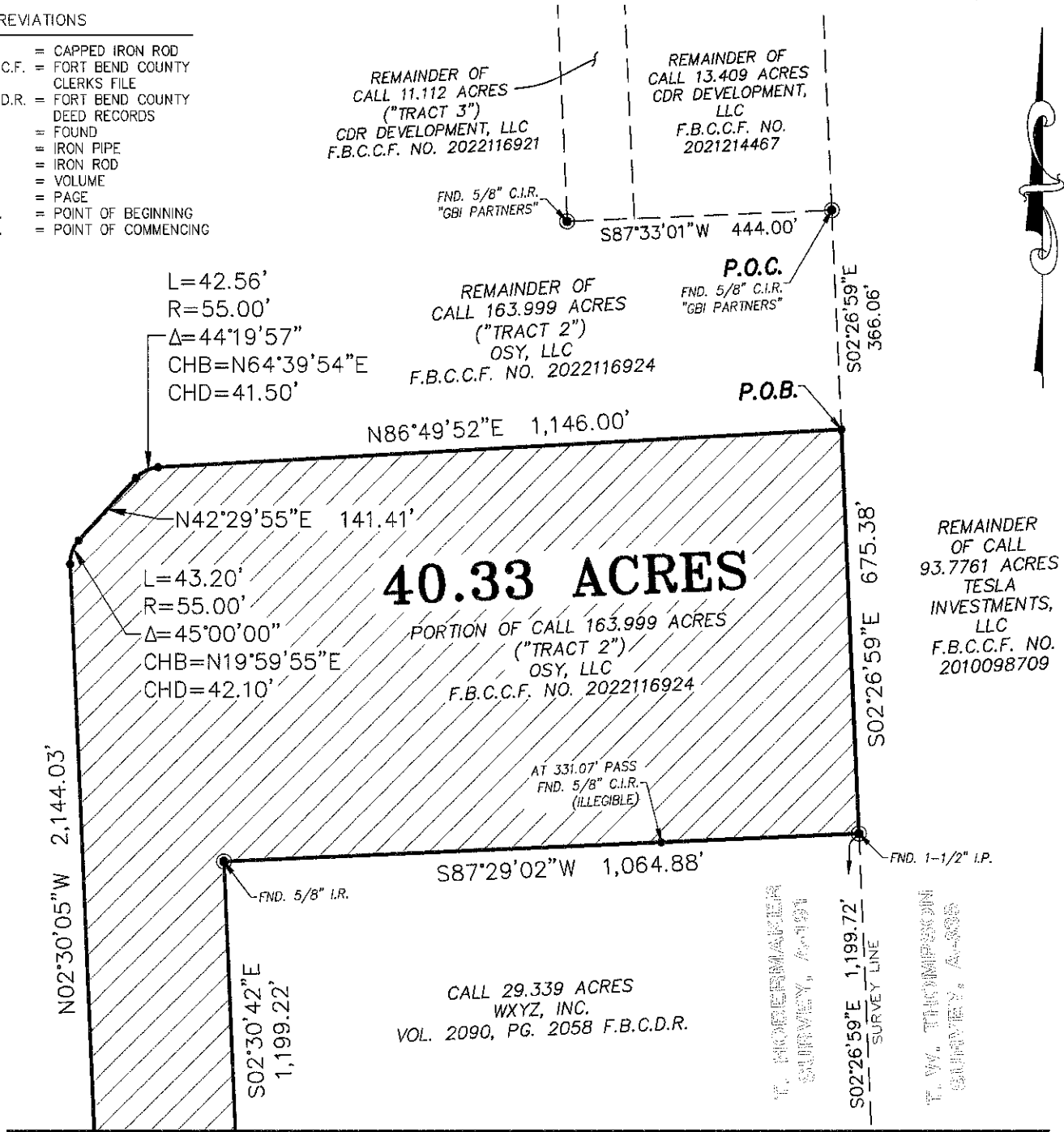
GBI Partners
TBPELS Firm #10130300
Ph: 281.499.4539
September 14, 2023

A large, stylized handwritten signature in black ink, likely belonging to Kyle B. Duckett, positioned to the left of the official seal.

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



GBI PARTNERS

4724 VISTA ROAD T8PELS FIRM #10130300
 PASADENA, TX 77505 G8ISurvey@G8ISurvey.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

[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

[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

[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

[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

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

40.33 ACRES

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

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"

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

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

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

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

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:

- Bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations.
- This is an exhibit only. There may be other matters of record not shown.
- 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

**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.: 23-529EX

EXHIBIT "C"
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;

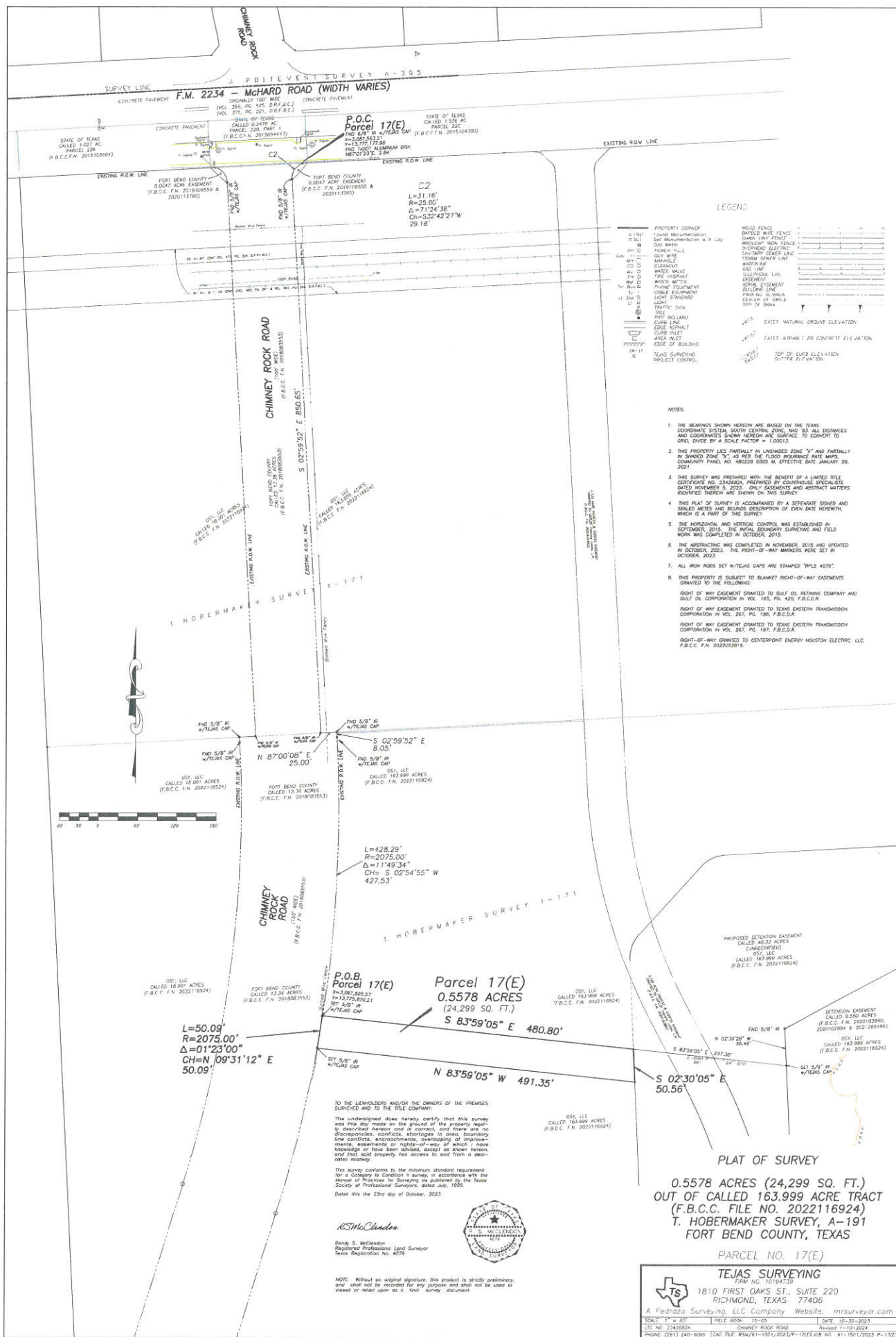
THENCE, in a northerly direction, a distance of 50.09 feet along the existing easterly right-of-way line of said Chimney Rock Road (150 feet wide), being the westerly line of said 163.999 acre tract, following the arc of a curve to the left, having a radius of 2075.00 feet and a central angle of $01^{\circ}23'00''$ (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)





DATE: 11/26/2024 5:09:59 PM James Gairbort
FILE: Z:\Fort Bend County projects\Fort Bend County Chimney Rock\CAD\SEGMENT 2\74_FBMUD_NO_16B_24CX10'RCB_OVERLAY\2401200624\FBMUD\Improvement\station\PLT\CFG\CHIMNEY ROCK ROAD.plt

