

Parcel 3
Fort Bend Parkway Toll Road, Segment B-4

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.

**ROAD AND ACCESS EASEMENT AGREEMENT
("Agreement")**

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

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned in hand paid, the receipt of which is hereby acknowledged, FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas ("Grantor"), having a mailing address of 301 Jackson Street, Richmond, Texas 77469, does hereby grant, sell, convey, and warrant unto FORT BEND COUNTY TOLL ROAD AUTHORITY, a political subdivision of the State of Texas ("Grantee"), having a mailing address of 245 Commerce Green Blvd, Suite 165, Sugar Land, Texas 77478, Attn: Executive Director, and its successors and assigns, the following easements:

1. A permanent and perpetual exclusive easement and right of way (the "Road Easement") upon, through, on, over, under, within, and across the following parcel:

a 2.379-acre tract of land located in the Thomas Barnett League, Abstract No. 7, Fort Bend County, Texas, such tract being more particularly described and depicted in **Exhibit A** attached hereto and made a part hereof (the "Road Easement Tract");
and

2. A permanent and perpetual non-exclusive easement and right of way (the "Access Easement") upon, through, on, over, within, and across the following parcel:

a called 185.926-acre tract of land located in the Thomas Barnett League, Abstract No. 7, Fort Bend County, Texas, such tract being more particularly described in the Special Warranty Deed with Vendor's Lien executed January 31, 1995, from Fort Bend Flood Control Water Supply Corporation to Fort Bend County recorded under File No. 9537917 in the Official Public Records of Fort Bend County, Texas, save and except the Road Easement Tract (the "Access Easement Tract").

As used herein, "Easements" means the Road Easement and the Access Easement, collectively, and "Easement Tracts" means the Road Easement Tract and the Access Easement Tract, collectively.

The conveyance of the Easements is subject to the following terms and conditions:

1. Grantee shall be entitled to use the Road Easement herein conveyed in connection with the extension, construction, operation, maintenance, repair, replacement, and reconstruction of a toll road and related improvements (collectively, the "Toll Road"), whether by Grantee or by others acting with the permission of Grantee.

2. Grantee shall be entitled to use the Access Easement herein conveyed for access, ingress, and egress to and from the Road Easement Tract and the Toll Road and such other activities as may be necessary, requisite, convenient, or appropriate in connection therewith.

3. Grantee and its successors and assigns shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to (i) the right of unobstructed pedestrian and vehicular access, ingress, regress, and egress across, along, under, over, upon, and through the Easement Tracts, (ii) the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tracts, (iii) the right to bring and operate any equipment on the Easement Tracts as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easements are granted, and (iv) the right to improve the Access Easement Tract, if necessary, in order to facilitate the construction of the Toll Road.

4. Upon completion of the construction of the Toll Road, and thereafter following its use of the Access Easement Tract, Grantee shall repair or restore to as good a condition as existed prior to Grantee's entry onto same any damage to the surface of the Access Easement Tract resulting from Grantee's exercise of the rights herein granted.

5. Grantee's right to use the Access Easement Tract is non-exclusive, and Grantor reserves for Grantor and Grantor's successors and assigns (i) the right to use all or part of the Access Easement Tract in conjunction with Grantee and (ii) the right to convey to others the right to use all or part of the Access Easement Tract in conjunction with Grantee, as long as such conveyance is subject to the terms of this Agreement. Grantor further reserves the right to repair and maintain beneath the Toll Road the drainage facility over which the Toll Road will be constructed.

6. This conveyance of the Easements is made and accepted subject to any and all validly existing restrictions, reservations, conditions, covenants, easements, rights of way, and other matters of record, if any, applicable to and enforceable against the Easement Tracts as reflected in the Official Public Records of Fort Bend County, Texas, as of the Effective Date (the "Existing Encumbrances"); provided, however, to the extent that Grantor may be authorized to enforce any of the Existing Encumbrances, it waives and releases such authority with respect to Grantee's use of the Easement Tracts.

7. This Agreement binds and inures to the benefit of Grantor and Grantee and their respective successors and assigns.

8. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law-rules of any jurisdiction. Venue shall exclusively be in the state courts of the county or counties in which the Easement Tract is located.

9. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

11. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever context requires, the singular will include the plural and a neuter term includes the masculine or feminine genders, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of any provision in this Agreement.

12. Any notice required or permitted under this Agreement must be in writing. Notice may be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means involving physical delivery to the addresses set forth in the first paragraph above and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. Each of the individuals signing this Agreement on behalf of Grantor and Grantee represents that he/she has the requisite authority to bind the party on whose behalf the Agreement is being executed.

TO HAVE AND TO HOLD the rights, privileges, and authority hereby granted unto Grantee, its successors and assigns, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Easements to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement Tracts or any part thereof by, through, or under Grantor, but not otherwise. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

[Remainder of page intentionally left blank. Signature pages follow.]

EXECUTED on _____, 2026 (the "Effective Date").

GRANTOR:

FORT BEND COUNTY, TEXAS
a political subdivision of the State of Texas

By: _____
KP George, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this _____ day of _____, 2026, 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 SEAL)

Notary Public, State of Texas

EXHIBIT A

Revised May, 2025
November, 2024
Parcel 3
Page 1 of 6

County: Fort Bend
Highway: Fort Bend Parkway
Seg B-4: Sienna Levee to FM 2759
FBCTRA Project 101-1029

Property Description for Parcel 3

Being a 2.379 acre (103,614 square feet) parcel of land situated in the Thomas Barnett League, Abstract No. 7, Fort Bend County, Texas; Said 2.379 acre parcel of land being out of and a part of a called 185.926 acre tract of land described in a deed executed January 31, 1995, from Fort Bend Flood Control Water Supply Corporation to Fort Bend County, recorded under Fort Bend County Clerk File No. (F.B.C.C.F.) 9537917 of Official Public Records of Fort Bend, County (O.P.R.F.B.C.); said 2.379 acre parcel being more particularly described by metes and bounds as follow:

COMMENCING at a found 5/8 inch iron rod with cap stamped "LJA" in the north boundary line of said 185.926 acre tract for the southeast corner of a called 17.254 acre tract of land described in a deed executed February 13, 2019, from Sienna/Johnson L.P. to Fort Bend County Toll Road Authority, same being the existing right-of-way line of Fort Bend Parkway (Unimproved, 300 feet wide per F.B.C.C.F. No. 2019023230 O.P.R.F.B.C.), recorded under F.B.C.C.F. No. 2019023230 O.P.R.F.B.C., and the southwest corner of a called 72.689 acre tract of land described in a deed executed October 26, 2023, from Sienna/Johnson North, L.P. to City of Missouri City, recorded under F.B.C.C.F. No. 2023122103 O.P.R.F.B.C.,

THENCE, South 66°28'13" East, along the south boundary line of said 72.689 acre tract and the north boundary line of said 185.926 acre tract, a distance of 96.59 feet to a 5/8 inch iron rod with cap stamped "LANDTECH" set in the proposed west right-of-way line of Fort Bend Parkway for the northwest corner of the herein described parcel and the **POINT OF BEGINNING** having coordinates of N = 13,751,538.36, E = 3,061,287.12; said point being 150.00 feet right from the proposed Fort Bend Parkway baseline station 1030+49.04;

- 1) **THENCE**, South 66°28'13" East, continuing along the south boundary line of said 72.689 acre tract and the north boundary line of said 185.926 acre tract, a distance of 91.89 feet to a point for the point of curvature of a curve to the left, from which a found bent 5/8 inch iron rod bears South 59°12'59" East, a distance of 0.22 feet;

- 2) **THENCE**, in a southeasterly direction, continuing along the south boundary line of said 72.689 acre tract and the north boundary line of said 185.926 acre tract, around said curve to the left having a radius of 85.00 feet, an arc length of 62.78 feet, a central angle of 42°18'58", and a chord which bears South 87°37'43" East, a distance of 61.36 feet to the end of said curve and an angle point in the herein described parcel, from which a found 1/2 inch iron rod bears North 70°49'21" East, a distance of 0.31 feet;
- 3) **THENCE**, North 71°12'46" East, continuing along the south boundary line of said 72.689 acre tract and the north boundary line of said 185.926 acre tract, a distance of 149.54 feet to a point for the point of curvature of a curve to the right, from which a found 1/2 inch iron rod bears North 10°00'52" East, a distance of 0.23 feet;
- 4) **THENCE**, in a northeasterly direction, continuing along the south boundary line of said 72.689 acre tract and the north boundary line of said 185.926 acre tract, around said curve to the right having a radius of 415.00 feet, an arc length of 16.48 feet, a central angle of 02°16'30", and a chord which bears North 72°21'03" East, a distance of 16.48 feet to a 5/8 inch iron rod with cap stamped "LANDTECH" set in the proposed east right-of-way line of Fort Bend Parkway for the northeast corner of the herein described parcel;
- 5) **THENCE**, in a southwesterly direction, along the proposed east right-of-way line of Fort Bend Parkway, around a curve to the left having a radius of 4000.00 feet, an arc length of 99.53 feet, a central angle of 01°25'32", and a chord which bears South 05°14'03" West, a distance of 99.53 feet to the end of said curve and an angle point in the herein described parcel;
- 6) **THENCE**, South 04°31'17" West, continuing along the proposed east right-of-way line of Fort Bend Parkway, a distance of 259.89 feet to a 5/8 inch iron rod with cap stamped "LANDTECH" set in the north boundary line of a called 990.46 acre tract of land described in a deed executed November 22, 2006, from Fort Bend Improvement Limited to Brazos River Park, L.L.C., recorded under F.B.C.C.F. No. 2006160048 O.P.R.F.B.C., and the south boundary line of said 185.926 acre tract, for the southeast corner of the herein described parcel;
- 7) **THENCE**, South 70°59'48" West, along the north boundary line of said 990.46 acre tract and the south boundary line of said 185.926 acre tract, a distance of 22.66 feet to a 1/2 inch iron rod found marking the point of curvature of a curve to the right;

- 8) **THENCE**, in a northwesterly direction, continuing along the north boundary line of said 990.46 acre tract and the south boundary line of said 185.926 acre tract, around said curve to the right having a radius of 415.00 feet, an arc length of 285.37 feet, a central angle of $39^{\circ}23'54''$, and a chord which bears North $89^{\circ}05'17''$ West, a distance of 279.78 feet to a 5/8 inch iron rod with cap stamped "LANDTECH" set in the proposed west right-of-way line of Fort Bend Parkway, for the southwest corner of the herein described parcel;
- 9) **THENCE**, North $04^{\circ}31'17''$ East, along the proposed west right-of-way line of Fort Bend Parkway, a distance of 286.55 feet to the point of curvature of a curve to the right;
- 10) **THENCE**, in a northeasterly direction, along the proposed west right-of-way line of Fort Bend Parkway, around said curve to the right having a radius of 4,300.00 feet, an arc length of 61.76 feet, a central angle of $00^{\circ}49'23''$, and a chord which bears North $04^{\circ}55'58''$ East, a distance of 61.76 feet to the **POINT OF BEGINNING** and containing 2.379 acre (103,614 square feet) parcel of land;

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD83), 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface values and may be converted to grid by multiplying by a Combined Adjustment Factor of 0.99986570.

GPS observations (RTK) were held for horizontal control and were set by Landtech, Inc. June, 2023. Horizontal survey method GPS (RTK) and Base Station (RTK)

Unit of Measure: U.S. Survey Feet

A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in August, 2024 and updated May, 2025.

Access will be permitted to the remainder property abutting the highway facility.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: March, 2023 through February, 2025.



06-02-2025

Date

W. R. Wolfram III
Registered Professional Land Surveyor
Texas Registration No. 6244



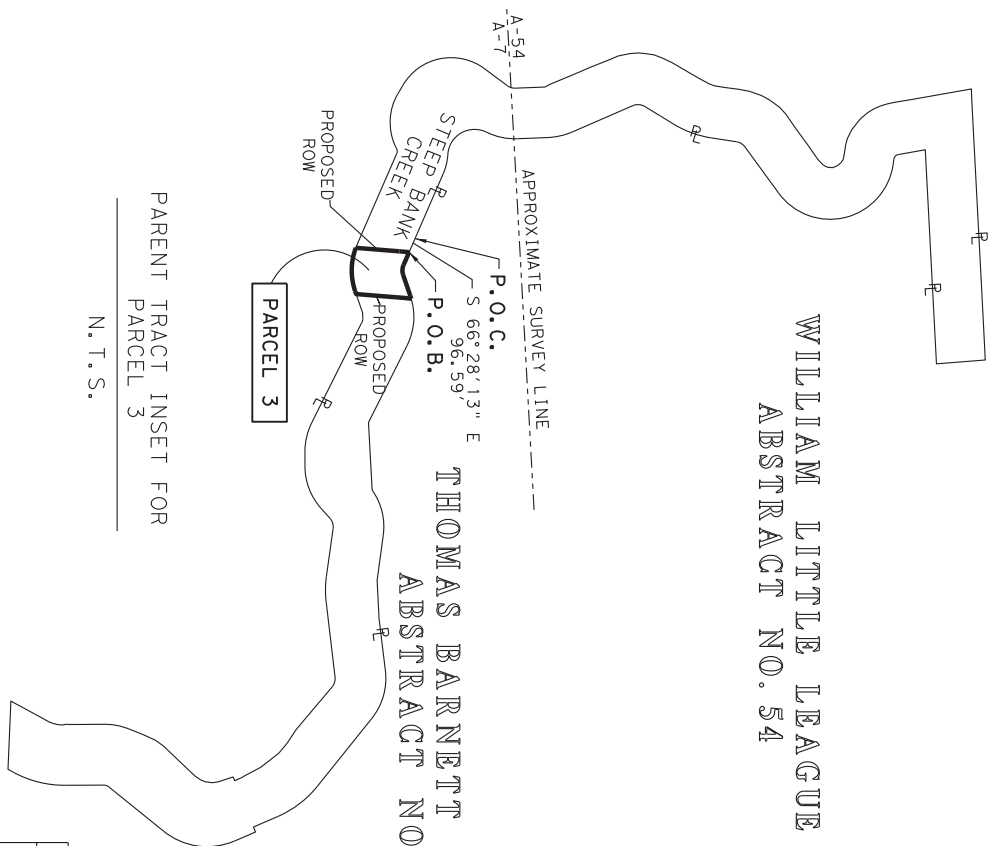
Landtech, Inc.
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
(713) 861-7068
TBPLS Firm No. 10019100

LEGEND

- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- PROPERTY LINE
- SURVEY LINE
- CITY LIMITS LINE
- D.R.F.B.C. - DEED RECORDS OF FORT BEND COUNTY
- F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
- P.R.F.B.C. - PLAT RECORDS OF FORT BEND COUNTY
- O.P.R.F.B.C. - OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
- UE - UTILITY EASEMENT
- BL - BUILDING LINE
- IR - IRON ROD
- IP - IRON PIPE
- SET 5/8" IR W/ALUM CAP (UNLESS OTHERWISE NOTED)
- FOUND 5/8" IR W/ALUM CAP
- SET 5/8" W/CAP STAMPED "LANDTECH" (AS INDICATED)
- ⊙ FOUND PROPERTY CORNER (AS DESCRIBED)

**WILLIAM LITTLE LEAGUE
ABSTRACT NO. 54**

**THOMAS BARNETT LEAGUE
ABSTRACT NO. 7**



PARENT TRACT INSET FOR
PARCEL 3
N. T. S.

PARCEL 3

REVISION MAY, 2025 BY LANDTECH
UPDATED OWNERSHIP AND DEED LINES
FOR PARCEL 2.

AREA TABLE (ACRES)		
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.
185.926	2,379 103,614	183.547

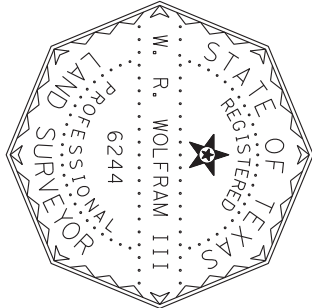
LANDTECH
1315 W. Sandhollow Parkway, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBERLS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 3

FORT BEND PARKWAY
FORT BEND COUNTY
FBCTRA PROJECT 101-1029
FEBRUARY, 2025

PAGE 5 OF 6 SCALE: N. T. S.

- NOTES:**
1. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83). ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.99986570.
 2. GPS OBSERVATIONS (RTK) WERE HELD FOR HORIZONTAL CONTROL AND WERE SET BY LANDTECH, INC. JUNE, 2023. HORIZONTAL SURVEY METHOD: GPS (RTK) AND BASE STATION (RTK).
 3. UNIT OF MEASURE: U.S. SURVEY FEET.
 4. FIELD SURVEYS WERE PERFORMED MARCH 2023 THROUGH FEBRUARY, 2025.
 5. ABSTRACTING WAS COMPLETED IN AUGUST, 2024 AND UPDATED MAY, 2025.
 6. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PROPERTY DESCRIPTION.



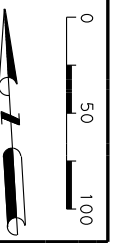
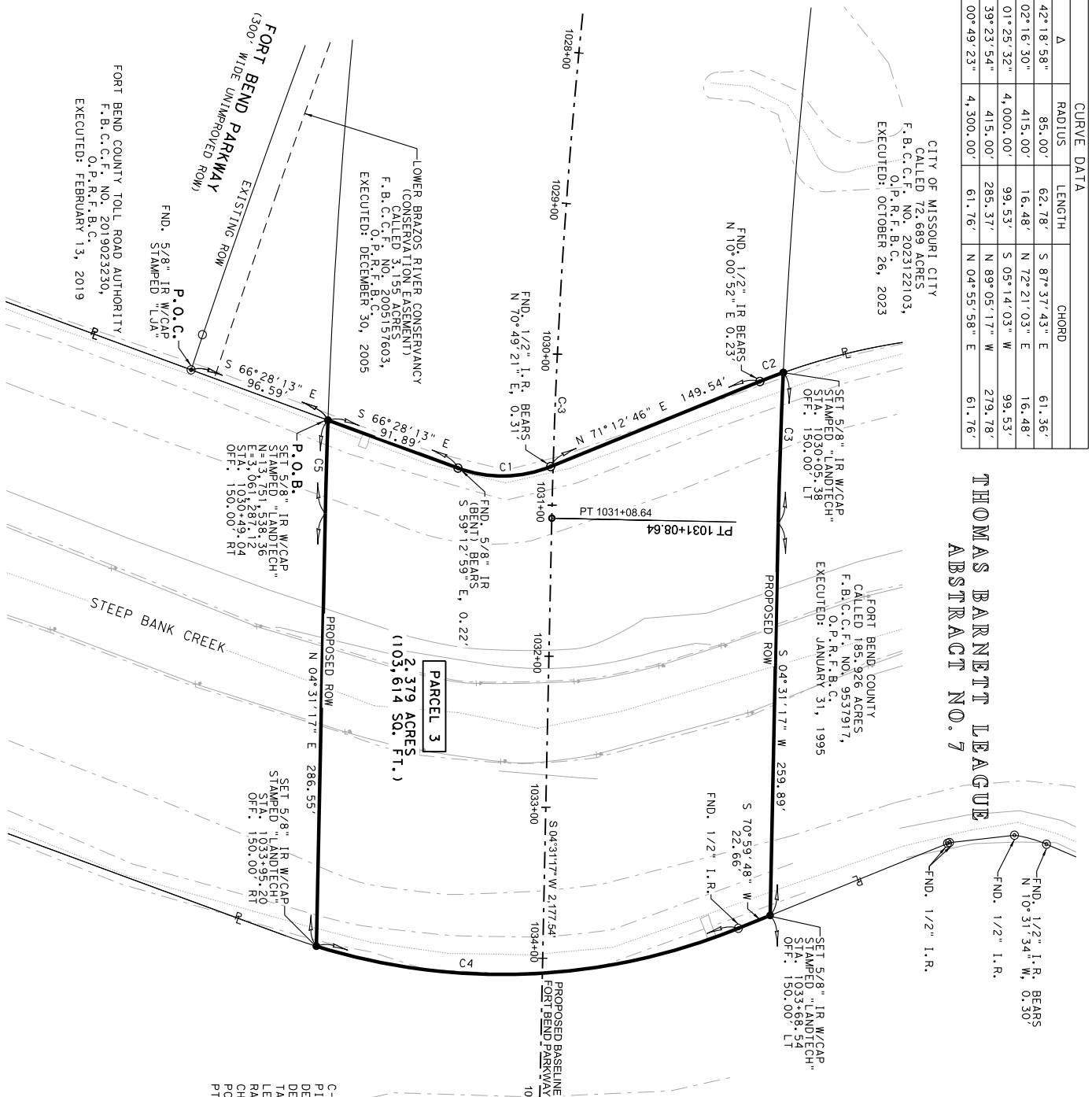
I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

W. R. Wolfram III
DATE **06-02-2025**

W. R. WOLFRAM, III
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6244

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	42°18'58"	85.00'	62.78'	S 87°37'43" E 61.36'
C2	02°16'30"	415.00'	16.48'	N 72°21'03" E 16.48'
C3	01°25'32"	4,000.00'	99.53'	S 05°14'03" W 99.53'
C4	39°23'54"	415.00'	285.37'	N 89°05'17" W 279.78'
C5	00°49'23"	4,300.00'	61.76'	N 04°55'58" E 61.76'

**THOMAS BARNETT LEAGUE
ABSTRACT NO. 7**



BRAZOS RIVER PARK, L.L.C.
REMAINDER OF
CALLED 990.46 ACRES
F.B.C.C.F. NO. 2006160048,
O.P.R.F.-B.C.
EXECUTED: NOVEMBER 22, 2006
SUBJECT TO
CITY OF MISSOURI CITY, TEXAS
ORDINANCE NO. 0-11-01
SPECIAL USE PERMIT NO. 143
CALLED 857.7 ACRES
AUTHORIZED SPECIFIC USE:
QUARRY, MINE, SAND
AND MINERAL EXTRACTION
ADOPTED: FEBRUARY 7, 2011

C-3

PT. STATION	DELTA	DEGREE OF CURVE	TANGENT	LENGTH	RADIUS	CHORD	PC STATION	PT STATION
= 1017+96.20	= 31° 39' 23"	(LT)	= 1,415.06'	= 2,721.50'	= 4,150.00'	= S 23°20'59" W 2,678.68'	= 1003+81.14	= 1031+08.64

LANDTECH
1315 W. South Industrial Parkway, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBEPLS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 3
FORT BEND PARKWAY
FORT BEND COUNTY
FBCTRA PROJECT 101-1029
FEBRUARY, 2025

SCALE: 1"=100'
PAGE 6 OF 6

FORT BEND COUNTY TOLL ROAD AUTHORITY
F.B.C.C.F. NO. 2019023230,
O.P.R.F.-B.C.
EXECUTED: FEBRUARY 13, 2019

LOWER BRAZOS RIVER CONSERVANCY
(CONSERVATION EASEMENT)
F.B.C.C.F. NO. 2005157603,
O.P.R.F.-B.C.
EXECUTED: DECEMBER 30, 2005

CITY OF MISSOURI CITY
CALLED 72.689 ACRES
F.B.C.C.F. NO. 2023122103,
O.P.R.F.-B.C.
EXECUTED: OCTOBER 26, 2023

FORT BEND COUNTY
CALLED 185.926 ACRES
F.B.C.C.F. NO. 9537917,
O.P.R.F.-B.C.
EXECUTED: JANUARY 31, 1995

SET 5/8" IR W/CAP
STAMPED "LANDTECH"
STA. 1033+95.20
OFF. 150.00' LT

SET 5/8" IR W/CAP
STAMPED "LANDTECH"
STA. 1030+05.38
OFF. 150.00' LT

SET 5/8" IR W/CAP
STAMPED "LANDTECH"
STA. 1033+95.20
OFF. 150.00' RT