

542



ASSIGNMENT OF DRAINAGE EASEMENTS

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

That, Fort Bend County Municipal Utility District No. 150 of the County of Fort Bend, State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Fort Bend County Drainage District, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, does by these presents grant, bargain, sell and convey unto Fort Bend County Drainage District all of Grantor's rights, titles and interests in and to the easements conveyed to Grantor in the following described instruments:

1. Drainage Easement dated March 10, 2006 from Jana Kana, Independent Executrix of the Estate of Clara Demel, Deceased to Fort Bend County Municipal District No. 150 recorded under County Clerk No. 2006135565 of the Official Public Records of Fort Bend County, Texas.
2. Drainage Easement dated October 19, 2006 from Blue Mesa Properties to Fort Bend County Municipal District No. 150 recorded under County Clerk No. 2006028910 of the Official Public Records of Fort Bend County, Texas.
3. Drainage Easement dated May 17, 2006 from Vincent Morales and wife, Regina Morales to Fort Bend County Municipal District No. 150 recorded under County Clerk No. 2006065910 of the Official Public Records of Fort Bend County, Texas SAVE and EXCEPT all of Grantor's rights, titles and interests in and to this Drainage Easement No. 3 insofar as it covers and includes the land described in Exhibits "A" and "C" attached thereto, it being the intention of Grantor and Grantee to only convey Grantor's rights, titles and interests in and to this Easement No. 3 insofar as it covers the land described in Exhibit "B" attached thereto.
4. Drainage Easement dated March 14, 2006 from Ben F. Bryan, Jr. et al to Fort Bend County Municipal District No. 150 recorded under County Clerk No. 2006032599 of the Official Public Records of Fort Bend County, Texas.
5. Drainage Easement dated December 13, 2005 from Ben F. Bryan, Jr. and Rosamond Bryan Chestnut to Fort Bend County Municipal District No. 150 recorded under County Clerk No. 2006001741 of the Official Public Records of Fort Bend County, Texas.
6. Drainage Easement dated September 29, 2005 from Windmeadows Investors, Ltd. to Fort Bend County Municipal District No. 150 recorded under County Clerk No. 2005125129 of the Official Public Records of Fort Bend County, Texas.

TO HAVE AND TO HOLD the above described easements together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto Fort Bend County, Texas forever; and Grantor hereby binds itself and its successors or assigns, to warrant and forever defend, all and singular, the above described easements unto Fort Bend County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or part thereof by through or under Grantee, but not otherwise.

Grantee agrees to abide by the terms and provisions of above the described easements and does hereby assume all of Grantor's obligations and liabilities relating to or arising out of above described easements from and after the date hereof. In addition, Grantee agrees to maintain and preserve the easements in that condition that is usual and customary for easements of this type in Fort Bend County, Texas and in accordance with the terms and provisions of the easements herein assigned, but Grantee does not accept responsibility for the upkeep and maintenance of the concrete box culvert related to the channel within the above described easements, any slope paving within the channel within the above described easements, or for any detention facilities serving the area within the boundaries of the land subject to the taxing authority of Grantor.

IN WITNESS WHEREOF, this instrument is executed in multiple counterpart originals on the dates set forth below the names set forth below but to be effective the on the 1st day of July, 2009.

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 150**

By: Michael C. Wilde
Name: Michael C. Wilde
Title: President

Date: 9-4-09

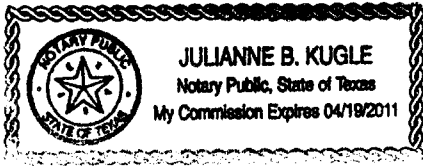
AS PER ORIGINAL

The State of Texas §
County of Harris §

This instrument was acknowledged before me on ~~July~~ ^{September 4}, 2009 by Michael C. Wilde
President of Fort Bend County Municipal Utility District No. 150, on behalf of said
municipal utility district..

Stamped/Printed Name of Notary
and expiration date.

Julianne B. Kugle
Notary Public in and for the State of Texas





DRAINAGE EASEMENT

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

THAT, Jane Kana, Independent Executrix of the Estate of Clara Demel, Deceased (herein referred to as "Grantor"), for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas having an address of c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046 (herein referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, does hereby grant, give, dedicate and convey unto Grantee, its successors and assigns, an easement upon, across, over, under and through the property situated in Fort Bend County, Texas, described on Exhibit "A" attached hereto (which is hereinafter referred to as the "Easement Tract").

The easement herein granted shall be used solely for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing drainage facilities and related appurtenances upon, across, over, under and through the Easement Tract. Additionally, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract.

As consideration for Grantor's grant of this easement, Grantee agrees that Grantor shall have the perpetual right to discharge into the drainage ditch to be constructed by Grantee located within the Easement Tract those existing pre-development drainage flows from Grantor's property that currently discharge into the Easement Tract.

It is expressly understood and agreed by and between the parties that this Drainage Easement shall be subject to and governed by the following provisions:

- (1) The easement, rights and privileges herein granted shall be perpetual or for so long as the Drainage Easement is utilized for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by the public, or become impossible of performance.
- (2) The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.
- (3) Grantor's warranty under this conveyance is limited to claims, conveyances and encumbrances by, through or under Grantor, but not otherwise.

(4) In conjunction with construction of the drainage facilities, Grantee is authorized to relocate the fence currently located on the Easement Tract to an area adjacent to but within three (3) feet outside the Easement Tract and on Grantor's property. Grantee agrees to contact Grantor and coordinate the relocation of the fence, before relocating the fence, to assure that no livestock on Grantor's property are not released or lost during the relocation construction.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this instrument is executed this 19th day of October 2006.

GRANTOR:

Jane Kana

Jane Kana, Independent Executrix
of the Estate of Clara Demel, Deceased

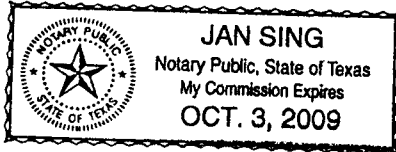
THE STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day did personally appear Jane Kana, Independent Executrix of the Estate of Clara Demel, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration expressed.

GIVEN UNDER MY HAND AND SEAL this 19th day of October, 2006.



Jan Sing

NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: Oct. 3, 2009

Jan Sing
Printed Name of Notary Public

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

EASEMENT A-1

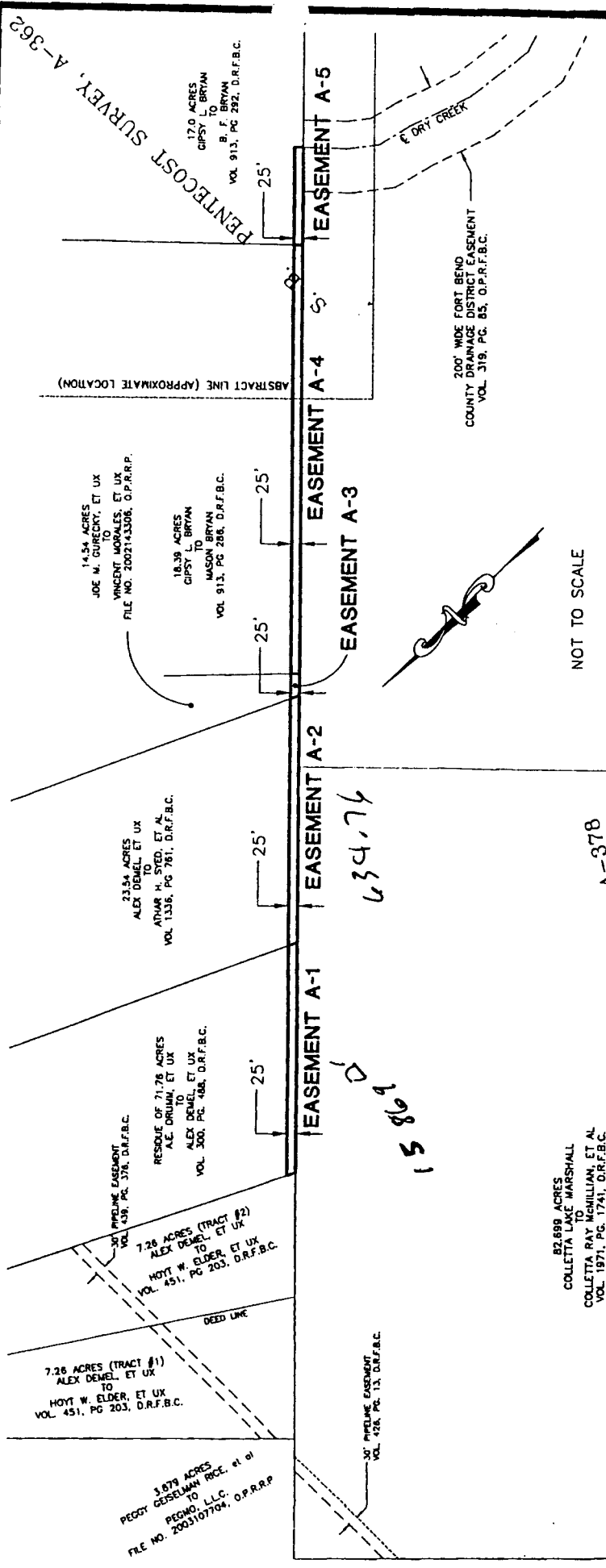
**25' DRAINAGE EASEMENT
IN THE S.B. PENTECOST SURVEY, A-378
FORT BEND COUNTY, TEXAS**

The southwest 25' out of the 71.76 acre tract described in the deed from A.E. Drumm, et ux to Alex Demel, et ux recorded under Volume 300, Page 488, in the Deed Records of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-378, Fort Bend County, Texas, said 25 foot easement lying northeast of and adjacent to the northeast line of the 82.699 acre tract described as Parcel One, in the deed from Colletta Lake Marshall to Colletta Ray McMillian, et al recorded under Volume 1971, Page 1741, in the Deed Records of Fort Bend County, Texas, from the southeast line of the 7.26 acre tract described as Tract Number 2 in the deed from Alex Demel, et ux to Hoyt W. Elder, et ux, recorded under Volume 451, Page 203, in the Deed Records of Fort Bend County, Texas, to the northwest line of the 23.54 acre tract described in the deed from Alex Demel, et ux to Athar H. Syed, et al, recorded under Volume 1336, Page 761, in the Deed Records of Fort Bend County, Texas.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 1279-005-00-521

THIS LEGAL DESCRIPTION IS ISSUED FOR THE PURPOSE OF ATTACHMENT TO EASEMENT DEDICATION DOCUMENTS. IT SHOULD NOT BE USED FOR TITLE TRANSFER.



PENTECOST SURVEY, A-362

14.54 ACRES
JOE W. CURECKY, ET UX
TO
VINCENT MORALES, ET UX
FILE NO. 2002143306, O.P.R.R.P.

18.39 ACRES
CIPSY L. BRYAN
TO
MASON BRYAN
VOL. 913, PG. 286, D.R.F.B.C.

23.54 ACRES
ALEX DEMEL, ET UX
TO
ATHAR H. SYED, ET AL
VOL. 1336, PG. 761, D.R.F.B.C.

RESIDUE OF 71.76 ACRES
A.E. DRUM, ET UX
TO
ALEX DEMEL, ET UX
VOL. 300, PG. 148, D.R.F.B.C.

7.26 ACRES (TRACT #2)
ALEX DEMEL, ET UX
TO
HOYT W. ELDER, ET UX
VOL. 451, PG. 203, D.R.F.B.C.

7.26 ACRES (TRACT #1)
ALEX DEMEL, ET UX
TO
HOYT W. ELDER, ET UX
VOL. 451, PG. 203, D.R.F.B.C.

3.679 ACRES
PEGGY GEBELMAN RICE, ET AL
PEGMO, L.L.C.
FILE NO. 2003107704, O.P.R.R.P.

17.0 ACRES
CIPSY L. BRYAN
TO
B. F. BRYAN
VOL. 913, PG. 292, D.R.F.B.C.

200' WIDE FORT BEND
COUNTY DRAINAGE DISTRICT EASEMENT
VOL. 319, PG. 85, O.P.R.F.B.C.

25' EASEMENT A-5

25' EASEMENT A-4

25' EASEMENT A-3

25' EASEMENT A-2

25' EASEMENT A-1

30' PIPELAK EASEMENT
VOL. 426, PG. 13, D.R.F.B.C.

DEED LINE

PATE SURVEYORS
A DIVISION OF PATE ENGINEERS, INC.
13333 NW Freeway, Ste. 300, Houston, TX 77040-Ph: 713-482-3178; Fax: 713-482-3015; www.pateeng.com

EXHIBIT

25' DRAINAGE EASEMENT
S.B. PENTECOST SURVEY, A-362
S.B. PENTECOST SURVEY, A-378
FORT BEND COUNTY, TEXAS

DRAWN: CN	ORIGINAL	SCALE: NOT TO SCALE
ISSUE DATE: AUGUST 8, 2005		
APPROVED FOR ISSUE: <i>SA</i>	JOB NO.: 1279-005-00-521	

NOT TO SCALE

95.858 ACRES
COLLETTA LANE MARSHALL
TO
COLLETTA RAY MCMILLIAN, ET AL
VOL. 1971, PG. 1741, D.R.F.B.C.

S. B. PENTECOST SURVEY, A-378

(SAME AND EXCEPT)
7.603 ACRES
COLLETTA RAY MCMILLIAN, ET AL
TO
LANE AVIATION, INC.
FILE NO. 9709831, O.P.R.F.B.C.

15 86 4 0

634.76

F. M. HIGHWAY 2218 (100' R.O.W.)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2006 Oct 27 03:06 PM

2006135565

CDC \$25.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS



DRAINAGE EASEMENT

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

THAT, BLUE MESA PROPERTIES, a New Jersey general partnership (“Grantor”), for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas having an address of c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046 (herein referred to as “Grantee”), the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, does hereby grant, give, dedicate and convey unto Grantee, its successors and assigns, a non-exclusive easement upon, across, over, under and through the property situated in Fort Bend County, Texas, described on Exhibit “A” attached hereto (which is hereinafter referred to as the “Easement Tract”).

The easement herein granted shall be used solely for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing drainage facilities and related appurtenances upon, across, over, under and through the Easement Tract. Additionally, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract for the limited purpose of carrying out the above-described purposes.

As consideration for Grantor’s grant of this easement, Grantor retains the perpetual right to discharge into the drainage ditch to be constructed by Grantee located within the Easement Tract (the “Drainage Ditch”) drainage flows from Grantor’s property including, but without limitation, the right to construct, place, repair and maintain any outfall structures or other drainage structures within the Easement Tract which are reasonably necessary to permit drainage from Grantor’s property into the Drainage Ditch; provided, however, to the extent that future development of Grantor’s property results in drainage flows in excess of presently existing pre-development drainage flows therefrom, and such discharge rights shall be subject to any reasonable requirements of Grantee’s engineers regarding such increased drainage flows. This reservation shall be deemed to be a covenant running with the land.

It is expressly understood and agreed by and between the parties that this Drainage Easement shall be subject to and governed by the following provisions:

- (1) The easement, rights and privileges herein granted shall be perpetual or for so long as the Drainage Easement is utilized for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by the public, or become impossible of performance.

(2) The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

(3) Grantor's warranty under this conveyance is limited to claims, conveyances and encumbrances by, through or under Grantor, but not otherwise.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this 10th day of March, 2006.

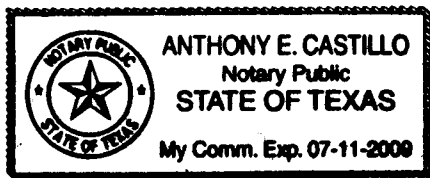
GRANTOR:

BLUE MESA PROPERTIES,
a New Jersey general partnership

By: J. Birney
James M. Birney,
Managing General Partner

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 10th day of March, 2006, by James M. Birney, Managing General Partner of Blue Mesa Properties, a New Jersey general partnership, on behalf of said general partnership.



Anthony E. Castillo
NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 07/11/2009
Anthony E Castillo
Printed Name of Notary Public

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

EASEMENT A-2

**25' DRAINAGE EASEMENT
IN THE S.B. PENTECOST SURVEY, A-378
FORT BEND COUNTY, TEXAS**

The southwest 25' out of the 23.54 acre tract described in the deed from Alex Demel, et ux to Athar H. Syed, et al recorded under Volume 1336, Page 761, in the Deed Records of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-378, Fort Bend County, Texas, said 25 foot easement lying northeast of and adjacent to the northeast line of the 82.699 acre tract described as Parcel One, and the 95.858 acre tract described as Parcel Two, in the deed from Colletta Lake Marshall to Colletta Ray McMillian, et al recorded under Volume 1971, Page 1741, in the Deed Records of Fort Bend County, Texas, from the southeast line of the 71.76 acre tract described in the deed from A.E. Drumm, et ux to Alex Demel, et ux recorded under Volume 300, Page 488, in the Deed Records of Fort Bend County, Texas, to the northwest line of the 14.54 acre tract described in the deed from Joe M. Gurecky, et ux to Vincent Morales, et ux, recorded under File No. 2002 143306, in the Official Public Records of Real Property of Fort Bend County, Texas.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 1279-005-00-521

THIS LEGAL DESCRIPTION IS ISSUED FOR THE PURPOSE OF ATTACHMENT TO EASEMENT DEDICATION DOCUMENTS. IT SHOULD NOT BE USED FOR TITLE TRANSFER.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2006 Mar 14 10:14 AM

2006028910

DA \$17.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS



DRAINAGE EASEMENT

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

THAT, VINCENT MORALES and wife, REGINA MORALES (herein collectively and individually referred to as "Grantor"), owner of the property situated in Fort Bend County, Texas, described on Exhibit "A" (the "Grantor Tract"), for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas having an address of c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046 (herein referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, does hereby grant, give, dedicate and convey unto Grantee, its successors and assigns, a non-exclusive easement upon, across, over, under and through the property situated in Fort Bend County, Texas, described on Exhibit "B" attached hereto (which is hereinafter referred to as the "Easement Tract").

It is expressly understood and agreed by and between the parties hereto that this Drainage Easement shall be subject to and governed by the following provisions:

ARTICLE ONE
Purpose

The non-exclusive easement herein granted shall be used solely for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing drainage facilities and related appurtenances upon, across, over, under and through the Easement Tract. Additionally, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract.

ARTICLE TWO
Consideration and Future Development of Grantor Tract

As consideration for Grantor's grant of this easement, Grantee agrees that Grantor shall have the perpetual right to discharge water from the Grantor Tract into the drainage ditch (the "Drainage Ditch") that has been constructed by Grantee located within the Easement Tract, which shall allow for a maximum of 13.28 acre-feet of detention volume from the Grantor Tract.

Windmeadows Investors, Ltd., a Texas limited partnership ("Windmeadows") is the owner of the property adjacent to and south of the Grantor Tract, described on Exhibit "C" (the "Windmeadows Tract"). As consideration for Grantor's grant of this easement, Windmeadows hereby agrees to pay up to \$5,000.00 of the reasonable legal fees incurred by Grantor in the preparation and negotiation of this Drainage Easement, and all fees, costs and expenses associated with (i) expansion of the Drainage Ditch necessary to accommodate a maximum of 13.28 acre feet of detention volume from the Grantor Tract, (ii) any impact fees or any other fees assessed against the Grantor Tract associated with any drainage flow from the Grantor Tract, (iii)

the demolition and removal of the existing fence (the "Existing Fence") dividing the Grantor Tract and the Windmeadows Tract, and (iv) the construction of a new fence dividing the Grantor Tract and the Easement Tract, substantially similar to the Existing Fence.

ARTICLE THREE Miscellaneous

(1) Nature of Drainage Easement. The easement, rights and privileges herein granted shall be perpetual or for so long as this Drainage Easement is utilized for the purposes intended. The Drainage Ditch, as constructed, has capacity to serve a maximum of 13.28 acre feet of detention volume from the Grantor Tract. Grantee shall construct a detention pond to serve the detention capacity of the Windmeadows Tract and Grantor Tract in phases, as such detention capacity is needed. Grantor shall provide written notice to Grantee, upon approval of preliminary plat by the City of Rosenberg, of its need for a maximum of 13.28 acre feet of detention volume in such detention pond and Grantee shall provide such detention volume to Grantor Tract within one hundred eighty (180) days of receipt of such written notice. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by the public, or become impossible of performance.

(2) Permitted Encumbrances. The easement, rights and privileges herein granted shall be subject to (i) all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including, without limitation, the drainage easement along the southerly property line of the Grantor Tract, as set forth and reserved in the instrument recorded in Volume 331, Page 438 of the Deed Records of Fort Bend County, and (ii) all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

(3) Warranty. Grantor's warranty under this conveyance is limited to claims, conveyances and encumbrances by, through or under Grantor, but not otherwise.

(4) Ownership of Easement Tract. Grantor reserves all rights of ownership in and to the Easement Tract that are not inconsistent with and will not interfere with Grantee's use and enjoyment of the Easement Tract, including, but not limited to, the right to construct, maintain, rebuild, restore, renovate and repair facilities, improvements and appurtenances that are necessary to facilitate drainage from the Grantor Tract to the Drainage Ditch (the "Drainage Facilities"). Grantor hereby confirms, acknowledges and agrees that Windmeadows and Grantee are under no obligation to construct, maintain, rebuild, restore, renovate and repair facilities, improvements and appurtenances that are necessary to facilitate drainage from the Grantor Tract to the Drainage Ditch. Grantor further reserves for itself, its successors, assigns and its contractors a temporary construction easement along, over and across the Easement Tract for the purposes of vehicular and pedestrian ingress and egress from the Grantor Tract during the construction, maintenance, rebuilding, restoration, renovation and repair of the Drainage Facilities. Grantor, its agents or contractors, shall in no way be responsible for any damage sustained to the Easement Tract except for damage resulting from Grantor's negligence.

(5) Construction of the Drainage Ditch and Maintenance of the Easement Area and Adjacent Lands. Grantee, at Grantee's sole cost and expense, shall (i) maintain the Easement Area in good condition and (ii) construct the Drainage Ditch in compliance with all laws, ordinances, governmental rules, municipal design standards and regulations affecting the Easement Area and Drainage Ditch. Grantee, at Grantee's sole cost and expense, shall repair and restore to its existing or improved condition, any damage to the Grantor Tract caused by or resulting from any activity by or on behalf of Grantee.

(6) Covenants Running with the Land. The easements, covenants, restrictions, real estate interests and other rights, benefits and obligations granted and conveyed by Grantor pursuant to this Drainage Easement shall benefit Grantee and Windmeadows and shall run with the Windmeadows Tract, and are intended to and shall bind each and every person having any fee, leasehold or other interest in any part of the Grantor Tract, at any time from time to time. The easements, covenants, restrictions, real estate interests and other rights, benefits and obligations granted and conveyed by Windmeadows pursuant to this Drainage Easement shall benefit Grantee and Grantor and shall run with the Grantor Tract, and are intended to and shall bind each and every person having any fee, leasehold or other interest in any part of the Windmeadows Tract, at any time from time to time.

(7) Severability. If any provision of this Drainage Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Drainage Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Drainage Easement; and each provision of this Drainage Easement shall be valid and enforceable to the fullest extent permitted by law.

(8) Governing Law. This Drainage Easement shall be construed in accordance with the laws of the State of Texas, without regard to conflicts of law rules thereof. Venue is in Fort Bend County, Texas, the county in which the Easement Tract is located. This Drainage Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this Drainage Easement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

(9) Captions. The section headings in this Drainage Easement are for convenience only, shall in no way define or limit the scope or content of this Drainage Easement, and shall not be considered in construing or interpreting of this Drainage Easement or any part of this Drainage Easement.

(10) No Partnership. Nothing in this Drainage Easement shall be construed to make Grantor, Grantee or Windmeadows or any other party, partners or joint venturers or render Grantor, Grantee or Windmeadows liable for the debts or obligations of another.

(11) Legal Proceedings. If any party to this Drainage Easement brings or commences legal proceedings to enforce any of the terms of this Drainage Easement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party or parties in such action a reasonable sum as attorneys' fees and court costs, to be fixed by the courts in such action.

(12) No Consents Required. Each party to this Drainage Easement represents to the other that, other than by their respective signatures below, no other consents or approvals are necessary or required to be obtained by any of them in order for any of them to fully carry out and comply with all of their respective obligations under this Drainage Easement.

(13) Construction. Notwithstanding any custom, rule of interpretation or construction, or otherwise, neither this Drainage Easement, nor any portion hereof, shall not be construed more strongly against any party who prepared it.

(14) No Waiver. The failure of any party to this Drainage Easement to insist upon strict performance of any of the provisions of this Drainage Easement shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default of any of the obligations contained herein by the same or any other party.

(15) Integration. This Drainage Easement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Drainage Easement.

(16) Recording. Grantee shall cause, at its sole cost and expense, this Drainage Easement be recorded in the Official Public Records of the Real Property Records of Fort Bend County, Texas within ten (10) days after this Drainage Easement is executed by all parties hereto. In addition, Grantor and Windmeadows shall both take all reasonable steps necessary to ensure that its assignees, transferees, and lessees have knowledge of all terms and conditions of this Drainage Easement, including the requirements that all leases shall be subject to the provisions of this Drainage Easement. Nonperformance of this provision, however, shall not invalidate the "constructive notice" to each such person or entity resulting from the recordation of this Drainage Easement.

(17) Exhibits. All Exhibits attached to and referenced in this Drainage Easement are incorporated herein and made a part hereof for all purposes.

(18) Counterparts. This Drainage Easement 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.

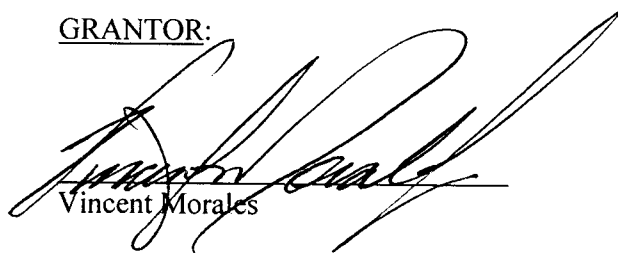
(19) Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to evidence or confirm the easement and covenants provided for herein or to perform the terms, provisions, and conditions of this Drainage Easement and all transactions contemplated by this Drainage Easement.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

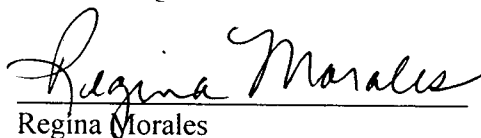
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed this 17 day of May, 2006.

GRANTOR:



Vincent Morales



Regina Morales

GRANTEE:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 150, a political subdivision of the
State of Texas

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the provisions of Article Two and Article Three hereof.

WINDMEADOWS INVESTORS, LTD.,
a Texas limited partnership

By: Rioco Corp.,
a Texas corporation,
its Sole General Partner

By: _____
Name: Robert J. Morehead
Title: President

IN WITNESS WHEREOF, this instrument is executed this 31st day of May, 2006.


GRANTOR:

Vincent Morales

Regina Morales

GRANTEE:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 150, a political subdivision of the
State of Texas

By: 
Name: Michael C. Wilde
Title: President, Board of Directors

The undersigned accepts and agrees to the provisions of Article Two and Article Three hereof.

WINDMEADOWS INVESTORS, LTD.,
a Texas limited partnership

By: Rioco Corp.,
a Texas corporation,
its Sole General Partner

By: _____
Name: Robert J. Morehead
Title: President

IN WITNESS WHEREOF, this instrument is executed this ____ day of May, 2006.

GRANTOR:

Vincent Morales

Regina Morales

GRANTEE:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 150, a political subdivision of the
State of Texas

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the provisions of Article Two and Article Three hereof.

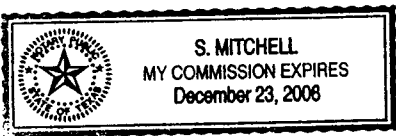
WINDMEADOWS INVESTORS, LTD.,
a Texas limited partnership

By: Rioco Corp.,
a Texas corporation,
its Sole General Partner

By: Robert Morehead
Name: Robert J. Morehead
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 17th day of May, 2006, by Vincent Morales.



S. Mitchell
NOTARY PUBLIC in and for
the State of T E X A S

My Commission Expires:
12-23-2008

Printed Name of Notary Public:
S. Mitchell

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 17th day of May, 2006, by Regina Morales.



Patricia A. Kramer
NOTARY PUBLIC in and for
the State of T E X A S

My Commission Expires:
02/22/2007

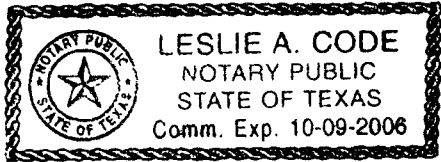
Printed Name of Notary Public:
Patricia A. Kramer

THE STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 31st day of May, 2006, by Michael C. Wilde, president of the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas, on behalf of said political subdivision.



Leslie A. Code

NOTARY PUBLIC in and for
the State of T E X A S

My Commission Expires:

10-09-2006

Printed Name of Notary Public:

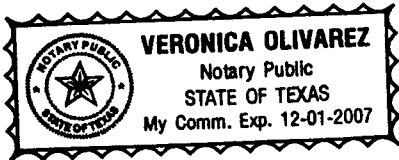
Leslie A. Code

THE STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 1st day of ^{June} ~~May~~, 2006, by Robert J. Morehead, President of RIOCO CORP., a Texas corporation, in its capacity as general partner of WINDMEADOWS INVESTORS, LTD., a Texas limited partnership, on behalf of said limited partnership.



Veronica Olivarez

NOTARY PUBLIC in and for
the State of T E X A S

My Commission Expires:

12-01-2007

Printed Name of Notary Public:

Veronica Olivarez

Exhibit "A"

All that certain tract or parcel of land, being out of the North part of the S. E. Pentecost Survey, Abstract No. 378, in Fort Bend County, Texas, and being described by metes and bounds as follows, to-wit:

Beginning at a point in the center line of a 50 foot gravel road, said beginning point being 2642.3 feet South 65 deg. East from the North Corner of the S. E. Pentecost Survey; said beginning point being in the N.W. line of the Bryan tract and being the East corner of a 71.76 acre tract described in Deed from A. E. Drumm et ux to Alex W. Demel et ux shown of record in Vol. 300, Page 488 of the Deed Records of Fort Bend County, Texas, to which refer:

Thence South 45 deg. 12 min. W. along the N.W. line of the Bryan tract at 32 feet pass a 1 in. pipe set in fence line, at 1854.6 feet in all to the South corner of said 71.76 acre tract, and a 1 in. pipe set for corner in the N.E. line of the Dickerson tract:

Thence North 45 deg. West along the Dickerson line 75.5 feet to a 1 in. pipe for corner;

Thence North 25 deg. East at 1701 feet pass a 1 in. pipe set in fence line and at 1734 feet in all to a point for corner in the center line of said 60 foot gravel road;

Thence South 65 deg. East 650 feet along the center line of said gravel road to the place of beginning and containing 14.56 acres in all of which 0.45 acre is within the limits of a public road.

Exhibit "B"

The southwest 25' out of the 14.54 acre tract described in the deed from Joe M. Gurecky, et ux to Vincent Morales, et ux recorded under File No. 2002 143306, in the Official Public Records of Fort Bend County, Texas, in the S. B. Pentecost Survey, A-378, Fort Bend County, Texas, said 25 foot easement lying northeast of and adjacent to the northeast line of the 95.858 acre tract described as Parcel Two in the deed from Colletta Lake Marshall to Colletta Ray McMillian, et al recorded under Volume 1971, Page 1741, in the Deed Records of Fort Bend County, Texas, from southeast line of the 23.54 acre tract described in the deed from Alex Demel, et ux to Athar H. Syed, et al, recorded under Volume 1336, Page 761, in the Deed Records of Fort Bend County, Texas, to the northwest line of the 18.39 acre tract described in the deed from Gipsy L. Bryan to Mason Bryan recorded under Volume 913, Page 286, in the Deed Records of Fort Bend County, Texas.

Exhibit "C"

TRACT ONE:

ALL THAT CERTAIN REAL PROPERTY AS DESCRIBED AND SET FORTH BELOW:

FIELD NOTES FOR A 169.808 ACRE TRACT OF LAND IN THE S.B. PENTECOST SURVEY, ABSTRACT 378, AND THE S.B. PENTECOST SURVEY, ABSTRACT 362, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, SAID 169.808 ACRE TRACT BEING THE RESIDUE OF PARCEL ONE, A CALLED 82.699 ACRE TRACT, AND ALSO THE RESIDUE OF PARCEL TWO, A CALLED 95.858 ACRE TRACT IN DEED OF GIFT TO COLLETTA RAY MCMILLIAN AND BOBBY JEAN RAY REID RECORDED IN VOLUME 1971, PAGE 1741, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, THE BASE BEARING FOR THE HEREIN DESCRIBED TRACT IS THE SOUTHWEST LINE OF SAID 169.808 ACRE TRACT BEING THE NORTHEAST LINE OF THE LANE AVIATION INC., CALLED 7.802 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NO. 9709631, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, SAID BEARING BEING NORTH 45 DEGREES 04 MINUTES 10 SECONDS WEST (CALLED NORTH 45 DEGREES 04 MINUTES 10 SECONDS WEST).

BEGINNING at a 3/4 inch iron pipe found on the southeast right-of-way line of F.M. Highway 2218 for the north corner and **Place of Beginning** of the herein described 169.808 acre tract, said point also being the west corner of the adjoining Grover J. Geiselman, III called 3.879 acre tract recorded under County Clerk's File No. 2001005591, Official Public Records, Fort Bend County, Texas:

THENCE South 45 degrees 09 minutes 09 seconds East (called South 45 degrees 04 minutes 10 seconds East) along the common line of the herein described tract and the aforementioned adjoining called 3.879 acre tract, 340.36 feet to a 3/4 inch iron pipe found for an angle point, being the south corner of the aforementioned adjoining 3.879 acre tract and the west corner of the Hoyt W. Elder, et ux, called 7.26 acre tract (Tract 1) and a called 7.26 acre tract (Tract 2) recorded in Volume 451, Page 203, Deed Records, Fort Bend County, Texas;

THENCE South 45 degrees 04 minutes 38 seconds East (called South 45 degrees 04 minutes 10 seconds East) along the northeast line of the herein described tract being the southwest line of the aforementioned adjoining Hoyt W. Elder, et ux, tract, the southwest line of the Alex Demel, et ux, residue of a called 71.76 acre tract recorded in Volume 300, Page 488, Deed Records, Fort Bend County, Texas, the southwest line of the Athar H. Syed, M.D. and Shabnam Syed, Trustees called 23.54 acre tract recorded in Volume 1336, Page 761, Official Records, Fort Bend County, Texas, at 2,070.89 feet pass a 1-inch iron pipe found on said line being the south corner of the aforementioned adjoining called 23.54 acre tract and the west corner of the adjoining Vincent Morales, et ux, called 14.54 acre tract recorded in County Clerk's File No. 2002143306 (description in County Clerk's File No. 9837459) Official Public Records, Fort Bend County, Texas, and continuing along the northeast line of the herein described tract being a southwest line of the aforementioned adjoining Vincent Morales, et ux, called 14.54 acre tract, the southwest line of Noel A. Bryan, et al, (Mason Bryan Estate) called 18.39 acre tract, Affidavit of Heirship, County Clerk's File No. 99002962, Official Public Records, Fort Bend County, Texas, and Volume 913, Page 286, Deed Records, Fort Bend County, Texas, the southwest line of the

B.F. Bryan called 17.0 acre tract recorded in Volume 913, Page 292, Deed Records, Fort Bend County, Texas, and the southwest line of Betty Bryan Cruikshank called 17.0 acre tract recorded in County Clerk's File No. 2000079844, Official Public Records, Fort Bend County, Texas, and Volume 913, Page 295, Deed Records, Fort Bend County, Texas, for a total distance of 4,490.87 feet to a 1/2 inch iron rod found for the east corner of the herein described tract, same being the south corner of the aforementioned Betty Bryan Cruikshank called 17.0 acre tract and being on the northwest line of the Amtex Properties Ltd. called 335.34 acre tract recorded in County Clerk's File No. 2002100334, Official Public Records, Fort Bend County, Texas;

THENCE South 44 degrees 59 minutes 29 seconds West (called South 45 degrees West) along the southeast line of the herein described tract being a northeast line of the aforementioned adjoining Amtex Properties Ltd. called 335.34 acre tract, 1,533.16 feet to a 1/2 inch iron rod found on said line for the south corner of the herein described 169.808 acre tract, same being an east corner of the adjoining Lane Aviation Inc. called 7.802 acre tract recorded under County Clerk's File No. 9709631, Official Public Records, Fort Bend County, Texas, said 7.802 acre tract being a part of the aforementioned called 95.858 acre tract and a part of the aforementioned called 82.699 acre tract;

THENCE North 45 degrees 04 minutes 10 seconds West (called North 45 degrees 04 minutes 10 seconds West) along the southwest line of the herein described tract being the northeast line of the aforementioned Lane Aviation Inc. called 7.802 acre tract, 4,820.03 feet to a 1/2 inch iron rod found on the southeast right-of-way line of FM Highway 2218 for the west most corner of the herein described 169.808 acre tract, same being the north corner of the aforementioned adjoining Land Aviation Inc. called 7.802 acre tract;

THENCE North 44 degrees 34 minutes 21 seconds East (called North 45 degrees East) along the northwest line of the herein described tract being the southeast right-of-way line of F.M. Highway 2218, 1,532.10 feet to the **Place of Beginning** and containing 169.808 acres of land, more or less.

LESS AND EXCEPT, an 11.6044 acre parcel as set forth below:

FIELD NOTES FOR AN 11.6044 ACRE TRACT OF LAND IN THE S.B. PENTECOST SURVEY, ABSTRACT 378, AND THE S.B. PENTECOST SURVEY, ABSTRACT 362, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, SAID 11.6044 ACRE TRACT BEING THE RESIDUE OF PARCEL ONE, A CALLED 82.699 ACRE TRACT, AND ALSO THE RESIDUE OF PARCEL TWO, A CALLED 95.858 ACRE TRACT IN DEED OF GIFT TO COLLETTA RAY MCMILLIAN AND BOBBY JEAN RAY REID RECORDED IN VOLUME 1971, PAGE 1741, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, THE BASE BEARING FOR THE HEREIN DESCRIBED TRACT IS THE SOUTHWEST LINE OF SAID 11.6044 ACRE TRACT, BEING THE NORTHEAST LINE OF THE LANE AVIATION INC., CALLED 7.802 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NO. 9709631, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, SAID BEARING BEING NORTH 45 DEGREES 04 MINUTES 10 SECONDS WEST (CALLED NORTH 45 DEGREES 04 MINUTES 10 SECONDS WEST).

BEGINNING at a 3/4 inch iron pipe found on the southeast right-of-way line of F.M. Highway 2218 for the north corner and **Place of Beginning** of the herein described 11.6044 acre tract,

said point also being the west corner of the adjoining Grover J. Geiselman, III called 3.879 acre tract recorded under County Clerk's File No. 2001005591, Official Public Records, Fort Bend County, Texas:

THENCE South 45 degrees 09 minutes 09 seconds East (called South 45 degrees 04 minutes 10 seconds East) along the common line of the herein described tract and the aforementioned adjoining called 3.879 acre tract, a distance of 328.96 feet;

THENCE South 44 degrees 30 minutes 12 seconds West a distance of 1532.59 feet;

THENCE North 45 degrees 04 minutes 10 seconds West (called North 45 degrees 04 minutes 10 seconds West) along the southwest line of the herein described tract being the northeast line of the aforementioned Lane Aviation Inc. called 7.802 acre tract, a distance of 330.81 feet;

THENCE North 44 degrees 34 minutes 21 seconds East (called North 45 degrees East) along the northwest line of the herein described tract being the southeast right-of-way line of F.M. Highway 2218, 1,532.10 feet to the **Place of Beginning** and containing 11.6044 acres of land, more or less.

TRACT TWO:

FIELD NOTES FOR AN 11.6044 ACRE TRACT OF LAND IN THE S.B. PENTECOST SURVEY, ABSTRACT 378, AND THE S.B. PENTECOST SURVEY, ABSTRACT 362, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, SAID 11.6044 ACRE TRACT BEING THE RESIDUE OF PARCEL ONE, A CALLED 82.699 ACRE TRACT, AND ALSO THE RESIDUE OF PARCEL TWO, A CALLED 95.858 ACRE TRACT IN DEED OF GIFT TO COLLETTA RAY MCMILLIAN AND BOBBY JEAN RAY REID RECORDED IN VOLUME 1971, PAGE 1741, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, THE BASE BEARING FOR THE HEREIN DESCRIBED TRACT IS THE SOUTHWEST LINE OF SAID 11.6044 ACRE TRACT, BEING THE NORTHEAST LINE OF THE LANE AVIATION INC., CALLED 7.802 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NO. 9709631, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, SAID BEARING BEING NORTH 45 DEGREES 04 MINUTES 10 SECONDS WEST (CALLED NORTH 45 DEGREES 04 MINUTES 10 SECONDS WEST).

BEGINNING at a 3/4 inch iron pipe found on the southeast right-of-way line of F.M. Highway 2218 for the north corner and **Place of Beginning** of the herein described 11.6044 acre tract, said point also being the west corner of the adjoining Grover J. Geiselman, III called 3.879 acre tract recorded under County Clerk's File No. 2001005591, Official Public Records, Fort Bend County, Texas:

THENCE South 45 degrees 09 minutes 09 seconds East (called South 45 degrees 04 minutes 10 seconds East) along the common line of the herein described tract and the aforementioned adjoining called 3.879 acre tract, a distance of 328.96 feet;

THENCE South 44 degrees 30 minutes 12 seconds West a distance of 1532.59 feet;

THENCE North 45 degrees 04 minutes 10 seconds West (called North 45 degrees 04 minutes 10 seconds West) along the southwest line of the herein described tract being the northeast line of the aforementioned Lane Aviation Inc. called 7.802 acre tract, a distance of 330.81 feet;

THENCE North 44 degrees 34 minutes 21 seconds East (called North 45 degrees East) along the northwest line of the herein described tract being the southeast right-of-way line of F.M. Highway 2218, 1,532.10 feet to the **Place of Beginning** and containing 11.6044 acres of land, more or less.

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2006 Jun 05 04:19 PM

2006065910

TD \$73.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

104



DRAINAGE EASEMENT

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

THAT, Ben F. Bryan, Jr., Rosamond Bryan Chestnut, Noel A. Bryan, Hampton A. Bryan, Jr., Norman C. Bryan, Philip Bryan and Loren T. Bryan (herein collectively and individually referred to as "Grantor") for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas having an address of c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046 (herein referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, does hereby grant, give, dedicate and convey unto Grantee, its successors and assigns, a non-exclusive easement upon, across, over, under and through the property situated in Fort Bend County, Texas, described on Exhibit 'A' attached hereto (which is hereinafter referred to as the "Easement Tract").

The easement herein granted shall be used solely for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing drainage facilities and related appurtenances upon, across, over, under and through the Easement Tract only (the "Easement Purpose"). Additionally, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across only the Easement Tract.

As consideration for Grantor's grant of this easement, Grantee agrees that Grantor shall have the perpetual right to discharge into the drainage ditch to be constructed by Grantee located within the Easement Tract those existing pre-development drainage flows from Grantor's property that currently discharge into the Easement Tract.

It is expressly understood and agreed by and between the parties that this Drainage Easement shall be subject to and governed by the following provisions:

(1) The easement, rights and privileges herein granted shall be perpetual or of so long as the Drainage Easement is utilized for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by the public, or become impossible of performance.

(2) The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

(3) Grantor's warranty under this conveyance is limited to claims, conveyances and encumbrances by, through or under Grantor, but not otherwise.

(4) In conjunction with construction of the drainage facilities, Grantee is authorized to relocate the fence currently located on the Easement Tract to an area adjacent to but within three (3) feet outside the Easement Tract and on Grantor's property. Grantee agrees to contact at least two of Grantor and coordinate the relocation of the fence, before relocating the fence, to assure that no livestock on Grantor's property are not released or lost during the relocation construction.

Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right: (a) to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, in particular, unless otherwise agreed by Grantee in advance in writing, no one shall be authorized to remove any portion of the concrete drainage structure constructed by Grantee within the Easement Tract; and (b) to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Drainage Easement.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this 14th day of March, 2006.

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GRANTOR:

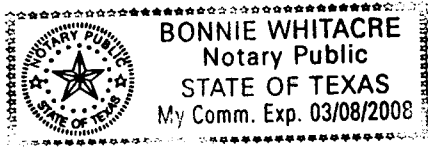
Ben F. Bryan
Ben F. Bryan, Jr.

THE STATE OF TEXAS

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§
§

COUNTY OF BURNET

This instrument was acknowledged before me on the 14th day of March, 2006,
by Ben F. Bryan, Jr.



Bonnie Whitacre
NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 3/8/2008
Bonnie Whitacre
Printed Name of Notary Public

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046-0307

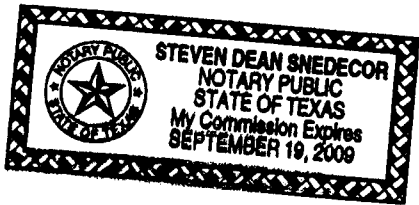
Hampton A. Bryan, Jr.
Hampton A. Bryan, Jr.

THE STATE OF TEXAS

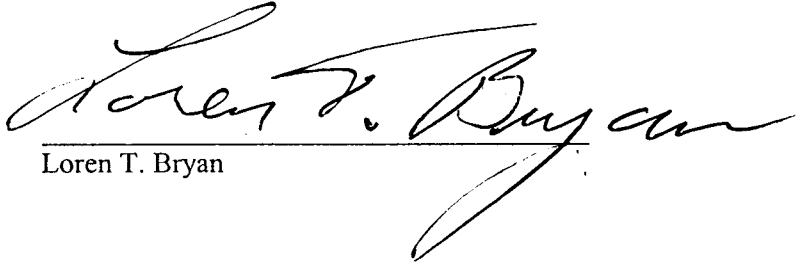
COUNTY OF FORT BEND

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This instrument was acknowledged before me on the 10 day of March, 2006,
by Hampton A. Bryan, Jr.



Steve Sneedcor
NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 9-19-09
STEVE SNEDECOR
Printed Name of Notary Public

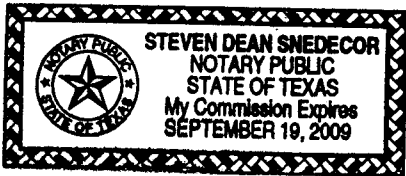

Loren T. Bryan

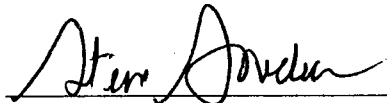
THE STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on the 10 day of March, 2006,
by Loren T. Bryan.



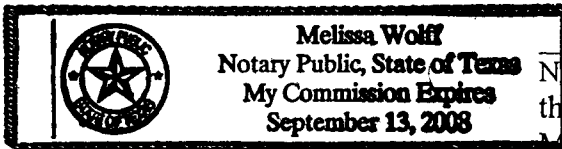

NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 9-19-09
STEVE SNEDECOR
Printed Name of Notary Public

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

Norman C. Bryan
Norman C. Bryan

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 10th day of March, 2006,
by Norman C. Bryan.



Melissa Wolff
NOTARY PUBLIC in and for
th State of TEXAS
My Commission Expires: 9-13-08
Melissa Wolff
Printed Name of Notary Public

AS PER ORIGINAL

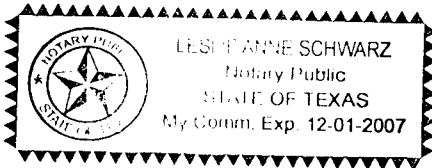
Phillip Bryan
Philip Bryan
Phillip Bryan
PAB

THE STATE OF TEXAS

COUNTY OF Ft. Bend

§
§
§

This instrument was acknowledged before me on the 10TH day of MARCH, 2006,
by ~~Philip Bryan~~. Phillip Bryan
PAB



Leslie Anne Schwarz
NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 12/1/07
Leslie Anne Schwarz
Printed Name of Notary Public

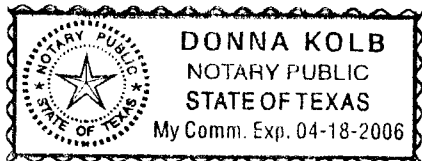
Rosamond Bryan Chestnut
Rosamond Bryan Chestnut

THE STATE OF TEXAS

COUNTY OF Bee

§
§
§

This instrument was acknowledged before me on the 10th day of March, 2006,
by Rosamond Bryan Chestnut.



Donna Kolb
NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 4-18-06
Donna Kolb
Printed Name of Notary Public

Noel A. Bryan, D.V.M.
Noel A. Bryan

THE STATE OF TEXAS

§
§
§

COUNTY OF Parker

This instrument was acknowledged before me on the 14th day of March, 2006,
by Noel A. Bryan.

Connie McNutt
NOTARY PUBLIC in and for
the State of T E X A S
My Commission Expires: 11-15-2006
Connie McNutt
Printed Name of Notary Public



EASEMENT A-4

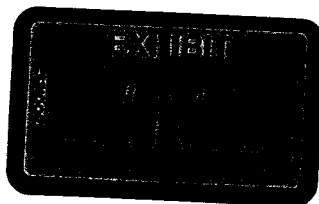
**25' DRAINAGE EASEMENT
IN THE S.B. PENTECOST SURVEY, A-378
AND THE S.B. PENTECOST SURVEY, A-362
FORT BEND COUNTY, TEXAS**

The southwest 25' out of the 18.39 acre tract described in the deed from Gipsy L. Bryan to Mason Bryan recorded under Volume 913, Page 286, in the Deed Records of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-378, and the S.B. Pentecost Survey, A-362, Fort Bend County, Texas, said 25 foot easement lying northeast of and adjacent to the northeast line of the 95.858 acre tract described as Parcel Two in the deed from Colletta Lake Marshall to Colletta Ray McMillian, et al recorded under Volume 1971, Page 1741, in the Deed Records of Fort Bend County, Texas, from the southeast line of 14.54 acre tract described in the deed from Joe M. Gurecky, et ux to Vincent Morales, et ux recorded under File No. 2002 143306, in the Official Public Records of Fort Bend County, Texas, to the northwest line of the 17.0 acre tract described in the deed from Gipsy L. Bryan to B.F. Bryan recorded under Volume 913, Page 292, in the Deed Records of Fort Bend County, Texas.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 1279-005-00-521

THIS LEGAL DESCRIPTION IS ISSUED FOR THE PURPOSE OF ATTACHMENT TO EASEMENT DEDICATION DOCUMENTS. IT SHOULD NOT BE USED FOR TITLE TRANSFER.



not

Coats Rose Yale Ryman Lee
3 Greenway Plaza # 2000

Houston, TX 77046

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2006 Mar 22 02:53 PM

2006032599

CDC \$45.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS



DRAINAGE EASEMENT

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

THAT, Ben F. Bryan, Jr. and Rosamond Bryan Chestnut (herein collectively and individually referred to as "Grantor") for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas having an address of c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046 (herein referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, does hereby grant, give, dedicate and convey unto Grantee, its successors and assigns, a non-exclusive easement upon, across, over, under and through the property situated in Fort Bend County, Texas, described on Exhibit 'A' attached hereto (which is hereinafter referred to as the "Easement Tract").

The easement herein granted shall be used solely for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing drainage facilities and related appurtenances upon, across, over, under and through the Easement Tract only (the "Easement Purpose"). Additionally, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across only the Easement Tract.

As consideration for Grantor's grant of this easement, Grantee agrees that Grantor shall have the perpetual right to discharge into the drainage ditch to be constructed by Grantee located within the Easement Tract those existing pre-development drainage flows from Grantor's property that currently discharge into the Easement Tract.

It is expressly understood and agreed by and between the parties that this Drainage Easement shall be subject to and governed by the following provisions:

(1) The easement, rights and privileges herein granted shall be perpetual or of so long as the Drainage Easement is utilized for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by the public, or become impossible of performance.

(2) The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

(3) Grantor's warranty under this conveyance is limited to claims, conveyances and encumbrances by, through or under Grantor, but not otherwise.

(4) In conjunction with construction of the drainage facilities, Grantee is authorized to relocate the fence currently located on the Easement Tract to an area adjacent to but within three (3) feet outside the Easement Tract and on Grantor's property. Grantee agrees to contact Grantor and coordinate the relocation of the fence, before relocating the fence, to assure that no livestock on Grantor's property are not released or lost during the relocation construction.

Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right: (a) to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, in particular, unless otherwise agreed by Grantee in advance in writing, no one shall be authorized to remove any portion of the concrete drainage structure constructed by Grantee within the Easement Tract; and (b) to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Drainage Easement.

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this 13th day of Dec., 2005.

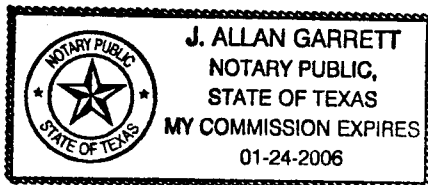
GRANTOR:

Ben F. Bryan
Ben F. Bryan, Jr.

Rosamond Bryan Chestnut
Rosamond Bryan Chestnut

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on December 13, 2005, by Ben F. Bryan, Jr.

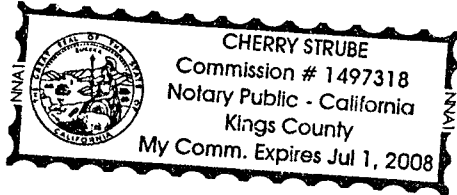


J. Allan Garrett
Notary Public, State of Texas

THE STATE OF California §
COUNTY OF Kings §

This instrument was acknowledged before me on December 14th, 2005, by Rosamond Bryan Chestnut.

Cherry Strube
Notary Public, State of California



Ret

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046-0307

**40' DRAINAGE EASEMENT
IN THE S.B. PENTECOST SURVEY, A-362
FORT BEND COUNTY, TEXAS**

The southwest 40' out of the 17.0 acre tract described in the deed from Gipsy L. Bryan to B.F. Bryan recorded under Volume 913, Page 292, in the Deed Records of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-362, Fort Bend County, Texas, said 40 foot easement lying northeast of and adjacent to the northeast line of the 95.858 acre tract described as Parcel Two in the deed from Colletta Lake Marshall to Colletta Ray McMillian, et al recorded under Volume 1971, Page 1741, in the Deed Records of Fort Bend County, Texas, from the southeast line of the 18.39 acre tract described in the deed from Gipsy L. Bryan to Mason Bryan recorded under Volume 913, Page 286, in the Deed Records of Fort Bend County, Texas, to 125' southeast of the centerline of Dry Creek.

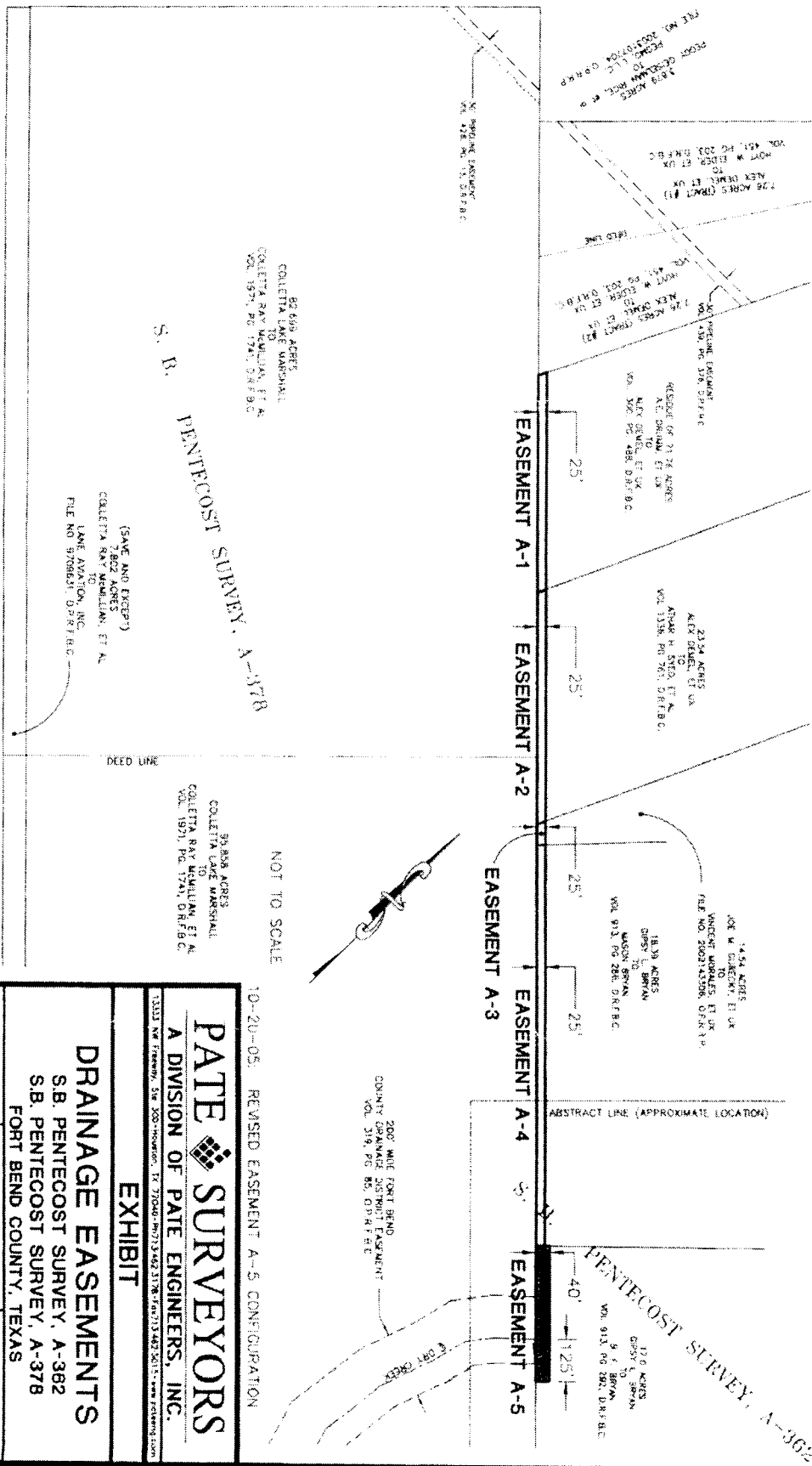
Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 1279-005-00-521
Revised Date: October 20, 2005

THIS LEGAL DESCRIPTION IS ISSUED FOR THE PURPOSE OF ATTACHMENT TO EASEMENT DEDICATION DOCUMENTS. IT SHOULD NOT BE USED FOR TITLE TRANSFER.

EXHIBIT A

F. M. HIGHWAY 2218 (100' R.O.W.)



10-20-05: REVERSED EASEMENT A-5 CONFIGURATION

PATE SURVEYORS
 A DIVISION OF PATE ENGINEERS, INC.

3333 NE TERRACE, STE 300-3000, FT. WORTH, TX 76106-2073 (817) 342-5211 • WWW.PATEENGINEERS.COM

EXHIBIT

DRAINAGE EASEMENTS
 S.B. PENTECOST SURVEY, A-362
 S.B. PENTECOST SURVEY, A-378
 FORT BEND COUNTY, TEXAS

DRAWN BY	BRAYAN WILSON	DATE	10/20/05
APPROVED FOR ISSUE	[Signature]	SCALE	NOT TO SCALE
JOB NO.:	1279-005-00-521		

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2006 Jan 05 12:24 PM

2006001741

BAK \$25.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

04-1316988



DRAINAGE EASEMENT
[11.35 Acre]

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

THAT, WINDMEADOWS INVESTORS, LTD., a Texas limited partnership, and WM COMMERCIAL, L.P., a Texas limited partnership (herein collectively and individually referred to as "Grantor"), for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 150, a political subdivision of the State of Texas having an address of c/o Coats, Rose, Yale, Ryman & Lee, P.C., 3 Greenway Plaza, Suite 2000, Houston, Texas 77046 (herein referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, does hereby grant, give, dedicate and convey unto Grantee, its successors and assigns, an easement upon, across, over, under and through the property situated in Fort Bend County, Texas, described on Exhibit "A" attached hereto (which is hereinafter referred to as the "Easement Tract").

The easement herein granted shall be used solely for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing drainage facilities and related appurtenances upon, across, over, under and through the Easement Tract. Additionally, Grantee, its agents, employees, workmen and representatives, shall have the right and privilege of ingress and egress across the Easement Tract. The right of ingress and egress to and from the Easement Tract shall be limited to public roads unless otherwise consented to by Grantor or its successors or assigns.

It is expressly understood and agreed by and between the parties that this Drainage Easement shall be subject to and governed by the following provisions:

(1) The easement, rights and privileges herein granted shall be perpetual or for so long as the Drainage Easement is utilized for the purposes intended. The easement, rights and privileges granted herein shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by the public, or become impossible of performance.

(2) The easement, rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the Easement Tract.

(3) Grantor's warranty under this conveyance is limited to claims, conveyances and encumbrances by, through or under Grantor, but not otherwise.

**Return to: R. L. Buckalew
AmeriPoint Title
617 Caroline
Houston, TX 77002**

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this 29TH day of SEPTEMBER, 2005.

WINDMEADOWS INVESTORS, LTD.,
a Texas limited partnership

By: Rioco Corp.,
a Texas corporation,
Its: Sole General Partner

By: Robert Morehead
Robert J. Morehead, President

WM COMMERCIAL, L.P.,
a Texas limited partnership

By: Tyee Management, L.L.C.,
a Texas limited liability company,
Its: General Partner

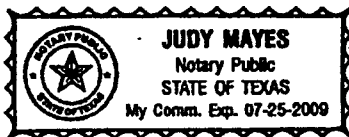
By: _____
Tyler D. Todd, President

THE STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on the 29th day of September, 2005, by Robert J. Morehead, the President of Rioco Corp., a Texas corporation, general partner of Windmeadows Investors, Ltd., in the capacity therein stated, on behalf of said limited partnership.



Judy Mayes
NOTARY PUBLIC in and for
the State of TEXAS
My Commission Expires: 7/25/09
Judy Mayes
Printed Name of Notary Public

TO HAVE AND TO HOLD the above described easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above, subject to the limitations, conditions and restrictions set forth hereinabove.

IN WITNESS WHEREOF, this instrument is executed this 29TH day of SEPTEMBER, 2005.

WINDMEADOWS INVESTORS, LTD.,
a Texas limited partnership

By: Rioco Corp.,
a Texas corporation,
Its: Sole General Partner

By: Robert J. Morehead
Robert J. Morehead, President

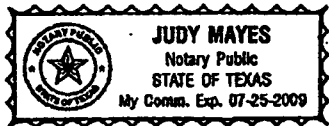
WM COMMERCIAL, L.P.,
a Texas limited partnership

By: Tyee Management, L.L.C.,
a Texas limited liability company,
Its: General Partner

By: Tyler D. Todd
Tyler D. Todd, President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 29th day of September, 2005, by Robert J. Morehead, the President of Rioco Corp., a Texas corporation, general partner of Windmeadows Investors, Ltd., in the capacity therein stated, on behalf of said limited partnership.



Judy Mayes
NOTARY PUBLIC in and for
the State of TEXAS
My Commission Expires: 7/25/09
Judy Mayes
Printed Name of Notary Public

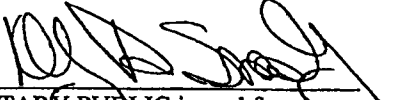
THE STATE OF TEXAS

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§
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COUNTY OF FORT BEND

This instrument was acknowledged before me on the 3rd day of October, 2005, by Tyler D. Todd, President of Tyee Management, L.L.C., a Texas limited liability company, general partner of WM Commercial, L.P., in the capacity therein stated, on behalf of said limited partnership.




NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: 9/28/06

Kelly D. Smalley
Printed Name of Notary Public

After Recording, Please Return To:
Julianne B. Kugle, Esq.
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

619839-7

DRAINAGE EASEMENT

**METES AND BOUNDS DESCRIPTION
OF 11.35 ACRES OF LAND
IN THE S.B. PENTECOST SURVEY, A-378
AND THE S.B. PENTECOST SURVEY, A-362
FORT BEND COUNTY, TEXAS**

All that certain 11.35 acres of land, out of the 82.699 acre tract described as Parcel One, and the 95.858 acre tract described as Parcel Two in the deed from Colletta Lake Marshall to Colletta Ray McMillian, et al, recorded under Volume 1971, Page 1741, in the Deed Records of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-378, and the S.B. Pentecost Survey, A-362, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the record bearings of said 82.699 acre tract)

COMMENCING at a 5/8" iron rod found for the south corner of the 17.0 acre tract described in the deed from Gipsy L. Bryan to Arnold Bryan, recorded under Volume 913, Page 292, in the Deed Records of Fort Bend County, Texas, common to the east corner of said 95.858 acre tract, in the northwest line of the 335.34 acre tract described in the deed from Amtex Properties to Amtex Properties, LTD., recorded under File No. 2002100334, in the Official Public Records of Fort Bend County, Texas, from which a 1/2" iron rod found for the east corner of the 7.802 acre tract described in the deed from Colletta Ray McMillian, et al. to Lane Aviation, Inc., recorded under File No. 9709631, in the Official Public Records of Fort Bend County, Texas, bears South 45° 00' 00" West - 1533.19'; **THENCE** North 45° 04' 10" West - 997.80', along the northeast line of said 95.858 acre tract, to the most northerly corner of the 200' wide Fort Bend County Drainage District easement, recorded under Volume 319, Page 85, in the Official Public Records of Fort Bend County, Texas, common to the east corner and **POINT OF BEGINNING** of the herein described easement;

THENCE South 46° 08' 18" West - 120.03', along the west line of said 200' wide Fort Bend County Drainage District easement, to the south corner of the herein described easement;

THENCE North 45° 04' 10" West - 3532.97' to an angle corner of the herein described easement;

THENCE South 89° 27' 18" West - 259.30' to the Point of Curvature of a curve to the left, having a central angle of 44° 43' 32", and a radius of 50.00';

THENCE along said curve to the left, in a southwesterly direction, an arc distance of 39.03', to the end of curve;

THENCE South 44° 43' 46" West - 389.73' to an angle corner of the herein described easement;

THENCE North 45° 16' 14" West - 100.00' to the west corner of the herein described easement, in the southeast right-of-way line of F.M. Highway 2218 (100' R.O.W.);

Page 2 - Drainage Easement

THENCE North 44° 43' 46" East - 80.00', along said southeast right-of-way line, to the most westerly northwest corner of the herein described easement;

THENCE South 45° 16' 14" East - 10.00' to an angle corner of the herein described easement;

THENCE North 44° 43' 46" East - 367.32' to the most northerly northwest corner of the herein described easement;

THENCE North 89° 27' 18" East - 396.69' to the north corner of the herein described easement, in the northeast line of aforesaid 82.699 acre tract;

THENCE South 45° 04' 10" East - 3543.71', along the northeast line of said 82.699 acre tract, and the northeast line of aforesaid 95.858 acre tract, to the **POINT OF BEGINNING** of the herein described easement and containing 11.35 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 1279-005-00-562

Original Issue Date:
February 8, 2005

Revised: May 20, 2005



Rocky J. Bradshaw
Certification Date
November 8, 2004

THIS LEGAL DESCRIPTION IS ISSUED FOR THE PURPOSE OF ATTACHMENT TO EASEMENT DEDICATION DOCUMENTS. IT SHOULD NOT BE USED FOR FEE TITLE TRANSFER.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2005 Oct 14 01:17 PM

2005125129

CDC \$33.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

*Ret - FBC Clerk
Admin Serv Coord.*

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 Oct 01 04:51 PM

2009103720

JW \$0.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS