

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

AGTC 1/27/11 20K

Direct Line: (713) 860-6414
Direct Fax: (713) 860-6614

agarcia@abhr.com

Alex Garcia
Partner

January 26, 2011

Mr. Roy L. Cordes, Jr.
Fort Bend County Attorney's Office
309 S. 4th Street, Suite 728
Richmond, TX 77469

Re: Fort Bend County Municipal Utility District No. 133

Dear Mr. Cordes:

Enclosed please find two (2) originals of the Agreement regarding Metro License for Katy-Gaston Road Crossing for Fort Bend County Commissioners' Court action.

Should you have any questions, please feel free to call me at (713) 860-6414 or Jim Boone at (713) 860-6404.

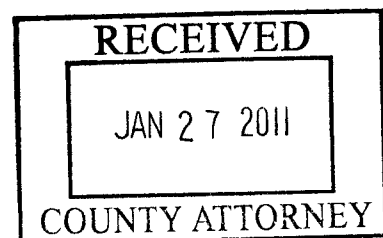
Sincerely,



Alex Garcia

Enclosures

cc: Mr. James Boone
Mr. Richard Muller



**AGREEMENT REGARDING METRO LICENSE
FOR KATY-GASTON ROAD CROSSING**

This Agreement Regarding METRO License for Katy-Gaston Road Crossing (this "Agreement") is entered into as of this, 8th day of February, 2011 (the "Effective Date") by and between Fort Bend County Municipal Utility District No. 133, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water code, as amended (the "District"), and Fort Bend County, Texas, a body politic acting herein through its Commissioners' Court (the "County").

RECITALS

WHEREAS, the District intends to design and construct at its own cost and expense Katy-Gaston Road, a Fort Bend County designated major thoroughfare, beginning at the south right-of-way line of FM 1093 extending southerly across a 100-foot wide fee strip owned by Metropolitan Transit Authority of Harris County, Texas, ("METRO") and continuing into Lakes of Bella Terra Development as shown in **Exhibit A**;

WHEREAS, upon the expiration of one year from the completion of Katy-Gaston Road, the District will convey Katy-Gaston Road to the County for ownership and maintenance;

WHEREAS, as a condition to constructing Katy-Gaston Road across METRO's fee strip, METRO requires a License Agreement with METRO (the "License Agreement") in the form attached as **Exhibit B**;

WHEREAS, the County is pursuing a comprehensive agreement with METRO regarding the use of the METRO's right-of-way for mobility projects, including the use of METRO's right-of-way for the extension of FM 1093;

WHEREAS, the District has expressed willingness to sign the License Agreement with METRO on an interim basis, in lieu of the County signing the License Agreement; and

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

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

AGREEMENT

I. The District hereby agrees to execute and has executed the License Agreement with METRO, in the form attached hereto as **Exhibit B**, in lieu of the County executing the same.

II. Upon the expiration of one year from the completion of construction of Katy-Gaston Road, the District will convey Katy-Gaston Road to the County for ownership and maintenance, based on current Fort Bend County rules and regulations governing street acceptance, except as provided herein with respect to the License Agreement.

III. The County agrees that it shall either i) accept a full assignment of the License Agreement from the District, subject to METRO's consent, or ii) cause the termination of the License Agreement as part of its comprehensive agreement with METRO, which shall thereafter govern Katy-Gaston Road's crossing of the METRO property, upon the successful completion and execution of a comprehensive agreement with METRO regarding the County's use of METRO's right-of-way for mobility projects, including but not limited to FM 1093, Katy-Gaston Road, and any other major thoroughfare now or hereafter designated on the County's Major Thoroughfare Plan. If no such agreement with METRO is reached, and if the License has not previously been terminated, the District will hold the License until annexation by the City of Houston, at which time the License shall become an obligation of the City of Houston by operation of law.

IV. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction. This Agreement shall be governed in accordance with the laws of the State of Texas, and the courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes relating to this Agreement.

V. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

VI. This Agreement is for the sole and exclusive benefit of the District and the County and will not be construed to confer any benefit upon any other party.

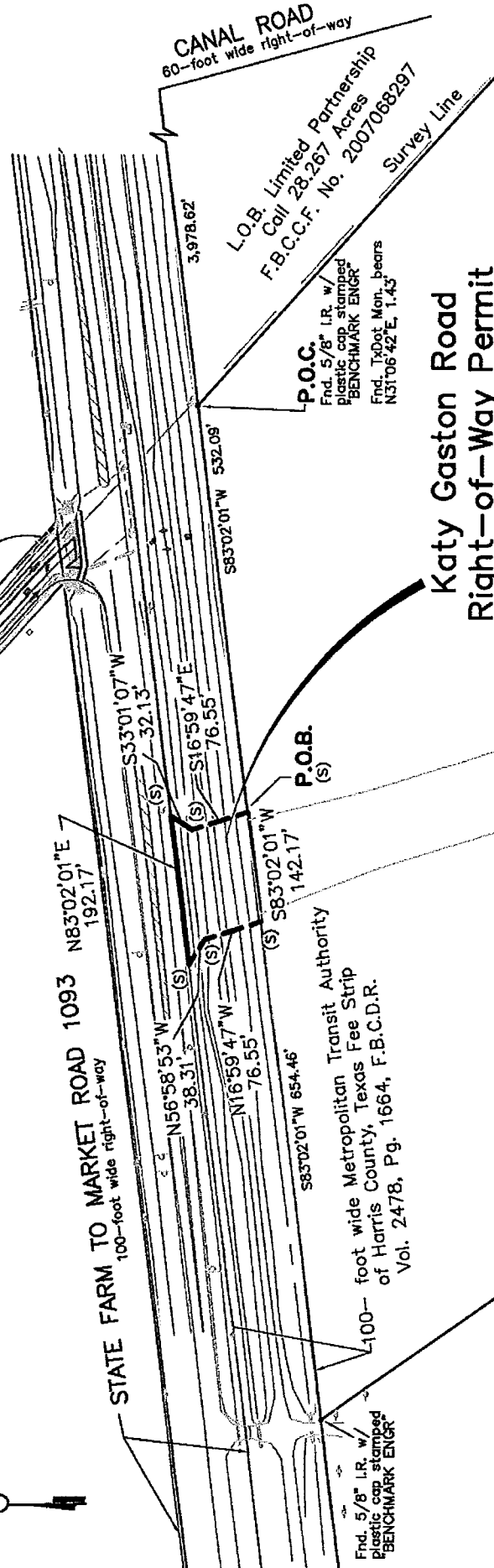


called 60.00 acres
 F.B.C.C.F. No. 9644828
 H.C.C.F. No. V832506

STATE FARM TO MARKET ROAD 1093
 100-foot wide right-of-way

KATY GASTON ROAD
 60-foot wide right-of-way

Jerrold Springer
 Called 39.1391 Acres
 F.B.C.C.F. No. 9754464
 L. A. PATILLO
 SURVEY, A-307



CANAL ROAD
 60-foot wide right-of-way

L.O.B. Limited Partnership
 Call 28.267 Acres
 F.B.C.C.F. No. 2007068297

P.O.C.
 Fnd. 5/8" I.R. w/
 plastic cap stamped
 "BENCHMARK ENGR"
 Fnd. TxDot Map, bears
 N31°06'42"E, 1.43'

P.O.B.
 (S)

100-foot wide Metropolitan Transit Authority
 of Harris County, Texas Fee Strip
 Vol. 2478, Pg. 1664, F.B.C.D.R.

Katy Gaston Road
 Right-of-Way Permit
 14,833 Square Feet
 0.341 of one Acre

WALTON HILL and WALTON "A"
 SURVEY, A-435

Proposed
 KATY GASTON ROAD

Reid Management Company
 Called 73.7497 Acres
 F.B.C.C.F. No. 9524221

L.O.B. Limited Partnership
 Called 73.742 Acres
 F.B.C.C.F. No. 2007114627

EXHIBIT "A"

Benchmark Engineering Corporation
 Consulting Engineers - Planners - Surveyors



2401 Fountainview Suite 500
 Houston, Texas 77057 U.S.A. (713)266-9930
 Scale: 1"=200' Job No. 04044

(S) - Indicates a 5/8" iron rod with plastic cap stamped "BENCHMARK ENGR" set

**METES AND BOUNDS DESCRIPTION
LAKES OF BELLA TERRA
KATY GASTON ROAD
RIGHT-OF-WAY PERMIT
14,833 SQUARE FEET
FORT BEND COUNTY, TEXAS
Revised April 19, 2010**

All that certain 14,833 square foot (0.341 of one acre) parcel of land located in the Walton Hill and Walton "A" Survey, Abstract Number 435, Fort Bend County, Texas, being out of and a part of 100-foot wide Metropolitan Transit Authority of Harris County, Texas Fee Strip as described by a Deed recorded in Volume 2478, Page 1664 of the Fort Bend County Deed Records (F.B.C.D.R.), and being more particularly described by metes and bounds as follows: (All bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found in the south line of said Fee Strip at the northwest corner of a called 28.267 acre tract of land as described in a conveyance to L.O.B. Limited Partnership by a Special Warranty Deed recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2007068297 and being the northeast corner of a called 73.742 acre tract of land as described in a conveyance to L.O.B. Limited Partnership by a Special Warranty Exchange Deed recorded under F.B.C.C.F. Number 2007114627, from which a Texas Department of Transportation monument found bears North 31° 06' 42" East, a distance of 1.43 feet;

THENCE, South 83° 02' 01" West, along the north line of said 73.742 acre tract and along the south line of said Fee Strip, a distance of 532.09 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southeast corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, South 83° 02' 01" West, continuing along the north line of said 73.742 acre tract and along the south line of said Fee Strip, a distance of 142.17 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southwest corner of the herein described parcel, from which a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the northeast corner of a called 73.7497 acre tract of land as described in a conveyance to Reid Management Company by a Deed recorded under F.B.C.C.F. Number 9524221 and being the northwest corner of said 73.742 acre tract bears South 83° 02' 01" West, a distance of 654.46 feet;

THENCE, North 16° 59' 47" West, a distance of 76.55 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

THENCE, North 56° 58' 53" West, a distance of 38.31 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set in the south right-of-way (R.O.W.) line of State Farm to Market Road 1093 (100-foot wide) and being in the north line of said Fee Strip for the northwest corner;

THENCE, North 83° 02' 01" East, along the south R.O.W. line of said State Farm to Market Road 1093 and along the north line of said Fee Strip, a distance of 192.17 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the northeast corner of the herein described parcel;

THENCE, South 33° 01' 07" West, a distance of 32.13 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

**Lakes of Bella Terra
Katy Gaston Road
Right-of-Way Permit
14,833 Square Feet
Revised April 19, 2010**

THENCE, South 16° 59' 47" East, a distance of 76.55 feet to the **POINT OF BEGINNING** and containing a computed area of 14,833 square feet (0.341 of one acre) of land.

This description is based on a survey made on the ground of the subject property and is issued in conjunction with a Locative Survey prepared by Benchmark Engineering Corporation, Job No. 04044.

Michael Hoover, R.P.L.S.
Texas Registration No. 5423

EXHIBIT B

License No. 2010-6
Mile Post 27.00

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into effective as of July 1, 2010, by and between METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS, a public body corporate and politic organized and existing under Chapter 451, Texas Transportation Code ("Licensor"), and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 133, a body corporate and politic, acting herein by and through its Board of Directors ("Licensee"), upon the following terms and conditions:

1. License. Licensor hereby gives to Licensee permission and license (the "License") from and after the License Commencement Date (defined in Section 5 below) to use the Property (defined below), at Licensee's sole expense and risk, and on the terms set forth in this Agreement. Licensee stipulates and acknowledges that Licensee has no leasehold, easement or other interest in real property as to the Property.

2. Property. The License applies only to the tract of land (the "Property") located in Fort Bend County, Texas, covering an area of approximately 14,833 square feet of land and attached hereto as EXHIBIT A and made a part hereof for all purposes.

3. Permitted Uses: Locative Survey.

a. The License to use the Property is limited to only the following purposes and no other (the "Permitted Uses"): a temporary roadway for Katy Gaston Road covering a land area of approximately 14,833 SF. The natural drainage pattern of the Property will not be altered and there will be no storage of any kind permitted on the Property. No signs, lighting, fencing or other structures or amenities are allowed.

Use of the Property by Licensee for any purpose other than the Permitted Uses shall be deemed a trespass on Licensor's Property. Use of the Property by any person other than Licensee and Licensee's employees and contractors for any purpose whatsoever shall be deemed a trespass on Licensor's Property. Use of the Property by Licensee prior to the License Commencement Date for any purpose whatsoever, including but not limited to the Permitted Uses, shall be deemed a trespass on Licensor's Property.

b. From and after the License Commencement Date of this Agreement, Licensee will construct or caused to be constructed its improvements on the Property consistent with the Permitted Use. Licensee shall complete its improvements within ninety (90) days (the "Scheduled Completion Date") after the License Commencement Date.

c. Within thirty (30) days after the Scheduled Completion Date, Licensee shall, at the sole cost and expense of Licensee, deliver to Licensor an "as built" locative survey of the Property and Licensee's improvements situated thereon. Such survey shall be a Category 3, Condition II, Locative Survey, as defined in the *Manual of Practice for Land Surveying in the State of Texas*, as revised. Such locative survey shall be attached hereto as EXHIBIT B and made a part hereof for all purposes. Failure to timely deliver the locative survey shall be an event of default hereunder and Licensor shall have the right to terminate this Agreement and the License on two (2) days' notice to Licensee, as set forth in Section 12 below.

4. Fees.

a. On or before the Effective Date, Licensee shall pay to Licensor a one-time, non-refundable administration fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the "Administration Fee") for processing and administration of this License.

b. So long as this Agreement remains in effect, Licensee shall pay to Licensor an annual, non-refundable, lump sum user fee (the "Use Fee") for the License to use of the Property. The initial annual Use Fee shall be due and payable in full on or before the License Commencement Date, and on the first business day in January of each year or partial year that this Agreement is in effect. Payment of the Administration Fee and/or Use Fees shall not be deemed as creating a term for years or any other period of time or term for the License granted herein. This License shall always be terminable at will, the lump sum payment of such fees being required solely for the administrative convenience of Licensor.

c. The initial Use Fee for this License will be 55/100 dollars (\$0.55) per square foot per year. Based on the square footage of the Property as disclosed by EXHIBIT A attached hereto, the initial Use Fee is EIGHT THOUSAND ONE HUNDRED FIFTY-EIGHT AND 15/100 Dollars (\$8,158.15). Licensor shall have the right to increase the Use Fee effective as of January 1 of any year during which this Agreement is in effect, by giving Licensee written notice of such increase by December 1 preceding the January 1 on which the increased Use Fee becomes due.

5. License Commencement Date.

a. Licensee's right to use the Property for the Permitted Use pursuant to the License granted in this Agreement shall begin on the date (the "License Commencement Date") that all of the following are satisfied: (i) this Agreement has been duly executed by the parties hereto; (ii) the initial plat has been attached hereto as EXHIBIT A; and (iii) Licensee has delivered Certificate(s) of Insurance reflecting that Licensee has fully complied with all of Licensor's insurance requirements set forth in EXHIBIT C attached hereto and such certificates have been reviewed and reasonably approved by Licensor for compliance with the requirements of EXHIBIT C. The License granted in this Agreement shall continue from day to day from and after the License Commencement Date until terminated by either party as provided below.

b. The parties stipulate and agree that the License Commencement Date is July 1, 2010.

6. Termination at Will. This Agreement and the License may be terminated by either party hereto at will, at any time and for any reason or for no reason, upon thirty (30) days written notice to the other party (except as otherwise provided in Section 12 below).

7. Surrender of Possession. Unless Licensor gives Licensee its prior written consent to abandon in place any of Licensee's personalty, fixtures or other structures on the Property (the "Personalty"), immediately upon notice of termination of the License Licensee will begin work to remove the Personalty from the Property and Licensee shall restore the Property to substantially the same condition in which the Property existed prior to the License

Commencement Date. All such removal and restoration work shall be completed no later than the termination date specified in the termination notice; however, Licensee's obligation to complete the removal and restoration work will survive the termination of the License and this Agreement. If Licensee has not completed such removal of the Personalty and/or restoration of the Property by the specified termination date, Licensor may at its election and at any time after the specified termination date perform the work and promptly upon demand therefore Licensee shall be liable to Licensor for the costs thereof, together with interest thereon at the rate of 18% per year from the date such costs were incurred by Licensor until paid by Licensee.

8. Maintenance. Licensee shall comply with all laws, rules, ordinances and regulations of any municipal, state, county or federal governmental authority or agency, whenever enacted, applicable to Licensee, Licensee's business, the Property or the Permitted Uses, including but not limited to all environmental, health and safety laws and regulations. Licensee, at Licensee's sole cost and expense, shall at all times maintain the Property in good repair and clean, orderly appearance. Without limiting the foregoing, Licensee shall: (i) keep the Property mowed and free and clear of weeds and other debris or rubbish; (ii) obtain all necessary permits and / or licenses required for the Permitted Uses of the Property; (iii) pay all ad valorem taxes, assessments, penalties or fines which may be levied or assessed against any of Licensor's property, including but not limited to the Property, by reason of Licensee's use of the Property; and (iv) pay any and all costs associated with the supply of electricity and other utilities that may be used in connection with Licensee's use of the Property. Licensee shall not: (i) place, nor allow to be placed, any kind of trash, waste, contaminants or hazardous or toxic materials, wastes or substances on or about the Property; or (ii) install, build or construct any improvement or structure on the Property, except for permitted uses without obtaining Licensor's prior written approval for each and every improvement or structure contemplated by Licensee.

9. Insurance. Licensee shall purchase and maintain, for the duration of this Agreement, insurance coverage in form and substance, with limits of liability, and issued by carriers, all of which are satisfactory to Licensor. Such insurance shall conform in all respects to Licensor's requirements, and Licensee shall waive all rights of subrogation, as set forth in EXHIBIT C attached to this Agreement entitled INSURANCE AND WAIVER OF SUBROGATION REQUIREMENTS.

10. INDEMNIFICATION. LICENSEE MUST CONTRACTUALLY REQUIRE ITS CONTRACTORS (AND LICENSEE SHALL NOT WAIVE SUCH CONTRACTUAL REQUIREMENTS) TO, DEFEND, INDEMNIFY AND HOLD LICENSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, COSTS, FINES, DAMAGES OR EXPENSES (INCLUDING COSTS OF COURT AND REASONABLE AND NECESSARY ATTORNEYS' FEES) RELATING TO ANY BODILY INJURY OR DEATH OR ANY LOSS OR DAMAGE TO PROPERTY TO ANY PERSON ARISING DIRECTLY OR INDIRECTLY OUT OF THE ENTRY ON THE PROPERTY BY LICENSEE OR ANY LICENSEE PARTIES. THE OBLIGATIONS OF ANY SUCH CONTRACTOR UNDER THIS PARAGRAPH SHALL BE LIMITED TO EVENTS OCCURING DURING THE TERM OF SUCH CONTRACTOR'S CONTRACT WITH LICENSEE AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF SUCH CONTRACTOR'S CONTRACT FOR A PERIOD OF TWO (2) YEARS. LICENSEE AGREES TO THE FULLEST EXTENT

ALLOWED BY LAW, TO INDEMNIFY LICENSOR FOR ANY AND ALL DAMAGES ARISING FROM ITS NEGLIGENCE, INCLUDING LICENSOR'S OWN NEGLIGENCE, NEGLIGENT ACT OR OMISSIONS.

11. ASSUMPTION OF ALL RISKS. WITHOUT LIMITING ANYTHING CONTAINED IN THIS AGREEMENT, LICENSEE KNOWINGLY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS, KNOWN AND UNKNOWN, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM ITS USE OF THE PROPERTY. LICENSEE SPECIFICALLY AGREES THAT IT WILL NOT SEEK REIMBURSEMENT, DAMAGES OR ANY OTHER KIND OF COMPENSATION FROM LICENSOR, NOR MAKE ANY CLAIMS WHATSOEVER AGAINST LICENSOR, AND LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY PERSON ENTERING THE PROPERTY BY, THROUGH OR UNDER LICENSEE'S RIGHTS HEREUNDER, FOR ANY LOSS, COST, DAMAGES, BODILY INJURIES OR DEATH. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PROPERTY, AND LICENSEE ACCEPTS THE LICENSE TO USE THE PROPERTY "AS IS, WHERE IS" AND WITH ALL FAULTS.

12. Default; Remedies. In the event of Licensee's failure (i) to timely pay the Use Fee and such failure is not cured within five (5) days after the date the Use Fee is due, or (ii) to timely provide or renew the insurance required under EXHIBIT C, or (iii) to fully and timely comply with any of the other provisions of this Agreement and such failure is not cured within ten (10) days after notice thereof to Licensee, such failure shall be deemed to be an event of default under this Agreement. In the event of a default hereunder by Licensee, Licensor shall have the right, in addition to any and all other remedies available at law or in equity, and notwithstanding any other provision contained in this Agreement, to terminate this Agreement and the License granted herein, upon two (2) days' notice thereof to Licensee.

13. General Provisions.

a. Notices. Any notice, consent, approval or other communication required or permitted by this Agreement (collectively, a "notice") shall be in writing and shall be deemed sufficiently given if delivered personally or sent by certified mail return receipt requested, postage prepaid to the address provided below for each party, or to any other address as either party may hereafter advise the other party in accordance with this paragraph. Any such notice shall be deemed to have been given as of the date the same is deposited with the US Postal Service when sent by such certified mail, or as of the date received, if delivered other than such certified mail.

b. Non-Assignable. This License is personal to Licensee. Licensee shall be entitled to permit its employees and contractors to enter the Property in connection with Licensee's use of the Property for the Permitted Uses, but Licensee shall not assign or transfer the License, in whole or in part to any person for any purpose including the Permitted Uses. Licensee will not grant or permit encumbrances or mechanics' liens to be placed upon the Property or the License. Any attempted assignment, pledge, or transfer in violation of this paragraph shall be void.

c. Non-Exclusive. The License granted herein is non-exclusive. Licensor shall have the right to grant other licenses, easements, leases, options, contracts for sale, liens, encumbrances and any other interests in real property as to the Property as Licensor deems appropriate in its sole discretion. Licensor shall continue to possess and enjoy all ownership rights in and to the Property. Licensor shall have the right to enter upon the Property at all times, and for any reason.

d. Future Compensation. Licensee will be financially responsible for any and all costs and expenses associated with the design, construction and installation of active railroad crossing equipment including crossing gates, cantilevers-flashers, equipment cabinets and boxes, batteries, approach and island track circuits, roadway track panels, signage, pavement markings and all other equipment and materials to make the subject crossing compliant with Texas MUTCD requirements, as amended.

e. Waivers, Amendments. No waiver by Licensor of any provision of this Agreement shall be effective unless in writing, and no such waiver shall constitute a waiver of any other provision or a subsequent breach of the same provision. This Agreement shall be amended only in writing signed by Licensor and Licensee. No verbal amendments shall be enforceable by or against either party.

f. Governing Law, Venue. This Agreement is governed by the laws of Texas. This Agreement is enforceable only in the state district courts of Harris County, Texas, and each party hereto agrees to submit to the jurisdiction of such courts.

g. Attorney's Fees. In the event of litigation between the parties hereto arising out of this Agreement or Licensee's use of the Property, the prevailing party shall be entitled to costs of litigation, including but limited to reasonable attorneys' fees.

[Remainder of this page intentionally left blank; signature page follows.]

EXECUTED in multiple counterpart originals as of the Effective Date.

LICENSOR:

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

By: 

Name: Klisten M. McDade
Title: Associate Vice President
Real Estate Department

Address:

Metropolitan Transit Authority
Attention: Real Estate Department
P.O. Box 61429
Houston, Texas 77208-1429

LICENSEE:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 133

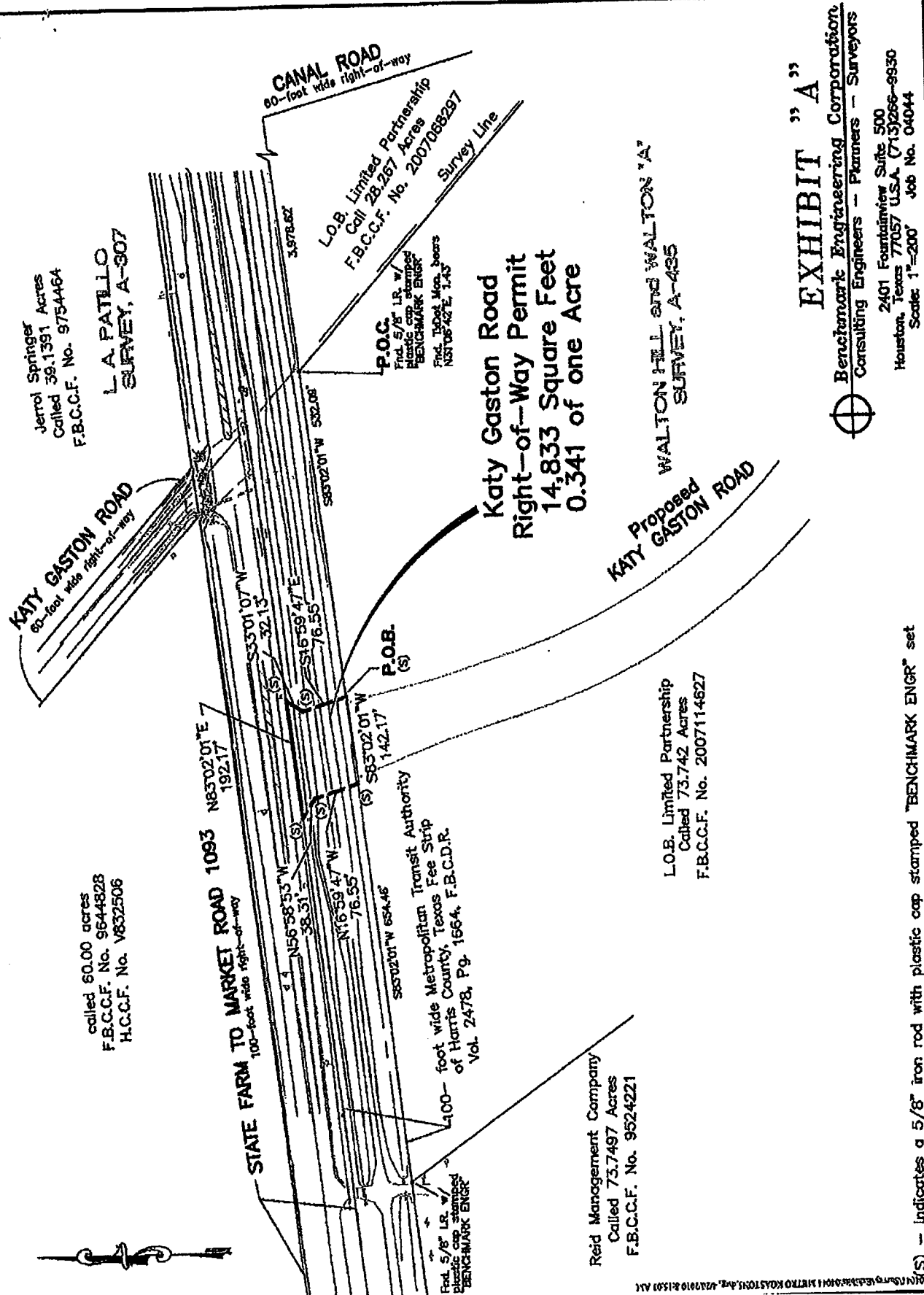
By: 

Name: Richard L. Foster
Title: President, Board of Directors

Address:

c/o Allen, Boone, Humphries Robinson
LLP
3200 Southwest Freeway
Suite 2600
Houston, TX 77027
Attn: Jim Boone

EXHIBIT A
PROPERTY DESCRIPTION



Jerrold Springer
 Called 39.1391 Acres
 F.B.C.C.F. No. 9754464
 L.A. PATILLO
 SURVEY, A-307

called 60.00 acres
 F.B.C.C.F. No. 9644828
 H.C.C.F. No. V832506

60-foot wide right-of-way
 L.O.B. Limited Partnership
 Call 28.267 Acres
 F.B.C.C.F. No. 200708297
 Survey Line

P.O.C.
 Find 5/8" LR. w/
 plastic cap stamped
 BENCHMARK ENGR
 Find 1/8" dia. pins, bears
 N87°08'42"E 1.43'

**Katy Gaston Road
 Right-of-Way Permit
 14,833 Square Feet
 0.341 of one Acre**

WALTON HILL and WALTON "A"
 SURVEY, A-435

P.O.B. (S)
 400-foot wide Metropolitan Transit Authority
 of Harris County, Texas Fee Strip
 of Harris County, Texas, F.B.C.D.R.
 Vol. 2478, Pg. 1664, F.B.C.D.R.

Reid Management Company
 Called 73.7497 Acres
 F.B.C.C.F. No. 9524221

L.O.B. Limited Partnership
 Called 73.742 Acres
 F.B.C.C.F. No. 2007114627

EXHIBIT "A"

Benchmark Engineering Corporation
 Consulting Engineers - Planners - Surveyors

2401 Fountainview Suite 500
 Houston, Texas 77057 U.S.A. (713)266-9930
 Scale: 1"=200' Job No. 04044

(S) - Indicates a 5/8" iron rod with plastic cap stamped BENCHMARK ENGR set

**METES AND BOUNDS DESCRIPTION
LAKES OF BELLA TERRA
KATY GASTON ROAD
RIGHT-OF-WAY PERMIT
14,833 SQUARE FEET
FORT BEND COUNTY, TEXAS
Revised April 19, 2010**

All that certain 14,833 square foot (0.341 of one acre) parcel of land located in the Walton Hill and Walton "A" Survey, Abstract Number 435, Fort Bend County, Texas, being out of and a part of 100-foot wide Metropolitan Transit Authority of Harris County, Texas Fee Strip as described by a Deed recorded in Volume 2478, Page 1664 of the Fort Bend County Deed Records (F.B.C.D.R.), and being more particularly described by metes and bounds as follows: (All bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found in the south line of said Fee Strip at the northwest corner of a called 28.267 acre tract of land as described in a conveyance to L.O.B. Limited Partnership by a Special Warranty Deed recorded under Fort Bend County Clerk's File (F.B.C.C.F.) Number 2007068297 and being the northeast corner of a called 73.742 acre tract of land as described in a conveyance to L.O.B. Limited Partnership by a Special Warranty Exchange Deed recorded under F.B.C.C.F. Number 2007114627, from which a Texas Department of Transportation monument found bears North 31° 06' 42" East, a distance of 1.43 feet;

THENCE, South 83° 02' 01" West, along the north line of said 73.742 acre tract and along the south line of said Fee Strip, a distance of 532.09 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southeast corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, South 83° 02' 01" West, continuing along the north line of said 73.742 acre tract and along the south line of said Fee Strip, a distance of 142.17 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the southwest corner of the herein described parcel, from which a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found at the northeast corner of a called 73.7497 acre tract of land as described in a conveyance to Reid Management Company by a Deed recorded under F.B.C.C.F. Number 9524221 and being the northwest corner of said 73.742 acre tract bears South 83° 02' 01" West, a distance of 654.46 feet;

THENCE, North 16° 59' 47" West, a distance of 76.55 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

THENCE, North 56° 58' 53" West, a distance of 38.31 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set in the south right-of-way (R.O.W.) line of State Farm to Market Road 1093 (100-foot wide) and being in the north line of said Fee Strip for the northwest corner;

THENCE, North 83° 02' 01" East, along the south R.O.W. line of said State Farm to Market Road 1093 and along the north line of said Fee Strip, a distance of 192.17 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the northeast corner of the herein described parcel;

THENCE, South 33° 01' 07" West, a distance of 32.13 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point;

Lakes of Bella Terra
Katy Gaston Road
Right-of-Way Permit
14,833 Square Feet
Revised April 19, 2010

THENCE, South 16° 59' 47" East, a distance of 76.55 feet to the **POINT OF BEGINNING** and containing a computed area of 14,833 square feet (0.341 of one acre) of land.

This description is based on a survey made on the ground of the subject property and is issued in conjunction with a Locative Survey prepared by Benchmark Engineering Corporation, Job No. 04044.



Michael Hoover, R.P.L.S.
Texas Registration No. 5423



EXHIBIT B

CATEGORY 3, CONDITION II, LOCATIVE SURVEY

LOCATIVE SURVEY WILL BE ATTACHED TO AND MADE APART HEREOF THIS LICENSE AGREEMENT AS EXHIBIT B PURSUANT TO THE TERMS AND CONDITIONS AS SET FORTH IN SECTION 3 (C), PERMITTED USE, LOCATIVE SURVEY.

EXHIBIT C

INSURANCE AND WAIVER OF SUBROGATION REQUIREMENTS

1. Licensee shall purchase and maintain in full force and effect throughout the term of this License Agreement the following types and amounts of insurance:
 - a. General Liability insurance including contractual liability covering Licensee's obligations under the License and with limits of liability not less than \$500,000 each occurrence and \$1,000,000 policy aggregate.
 - b. Automobile Liability covering all owned, hired, and non-owned vehicles (or "any vehicle") in connection with the permitted use of the property under this License Agreement with limits of liability not less than \$1,000,000 combined single limits.
 - c. All additional types and/or amounts of insurance that may be specified in Paragraph 5 below.
2. All insurance policies shall be:
 - a. endorsed to include Licensor as an additional insured with respect to Licensee's use of Licensor's premises under the License;
 - b. primary to any other insurance available to Licensor provided under this License Agreement;
 - c. endorsed to provide thirty (30) days written notice of cancellation, non-renewal, or material change to Licensor; and
 - d. underwritten by an insurance company(ies) having ratings of B++ and VI, or better, as shown in the latest Best's Key Rating Guide.
3. Evidence of such insurance shall be provided to Licensor in the form of an original certificate of insurance showing the number of this License, signed by an authorized agent of the insurance company(ies) and mailed to Real Estate Services, Metropolitan Transit Authority, P.O. Box 61429, Houston, Texas 77208-1429. Receipt and approval of such certificate of insurance by METRO Risk Management must be obtained prior to the License Commencement Date of this License Agreement and/or entry of Licensee onto the Property subject to this License Agreement. Renewal or replacement certificates shall be furnished to Licensor no less than seven (7) days prior to expiration or termination of such policies.
4. Licensee agrees to waive all rights of subrogation or recovery against Licensor, its directors, employees and agents arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Licensee under this Agreement and/or the use of any Licensor's property, including but not limited to the Property, or equipment in the performance of this Agreement.

5. Additional insurance requirements based on Permitted Use as defined in this License Agreement (if none, write "None"): None.

LICENSOR ACKNOWLEDGES RECEIPT OF LICENSEE'S CERTIFICATE(S) OF INSURANCE AND APPROVES SAME AS EVIDENCING LICENSEE'S COMPLIANCE WITH THE FOREGOING REQUIREMENTS:

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

By: 

Name: Tim Kriner

Title: Director of Risk Management

Date: 

