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17B

**FORT BEND COUNTY  
TEMPORARY EASEMENT**

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

THAT, Fulbrook Partners Ltd., a Texas limited partnership whose address is 909 Fannin Street, Suite 1640, Houston, Texas, 77010, hereinafter called "Grantor" (whether singular or plural), for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does by these presents GRANT, SELL and CONVEY unto FORT BEND COUNTY, TEXAS, a body corporate and politic, hereinafter called "Grantee", temporary easements for the purposes of (i) the installation, construction, repair or maintenance of a temporary detour access roadway (the "Temporary Roadway") for use by vehicular traffic while Grantee completes construction of a new concrete bridge over a creek on James Lane (the "Bridge Project"), (ii) the installation, construction, repair or maintenance of drainage improvements related to the Temporary Roadway and the Bridge Project, and (iii) access, ingress and egress over, through and across the Temporary Roadway. The easements are granted to permit the Grantee and any and all of its agents, officers, servants, employees and contractors, to enter upon and to use the real property described on Exhibit A attached hereto for the purposes designated above.

IT IS UNDERSTOOD AND AGREED that the term of this Temporary Easement shall be from the date indicated below and thereafter until the first to occur of (i) the completion of construction by Grantee of the Bridge Project, or (ii) two (2) years from the date hereof. In the event that the planned work is canceled prior to its commencement or abandoned after commencement, Grantee shall notify Grantor of the abandonment and this Temporary Easement shall terminate upon Grantor's receipt of such notice.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- (1) Grantee, at its sole cost and expense, will (i) construct the Temporary Roadway and any required drainage structures, and (ii) construct the improvements and remove the tree described on Exhibit B attached hereto, and the land of Grantor will be restored to the condition existing on the date of this Temporary Easement at the end of the Bridge Project or termination of this Temporary Easement;
- (2) Any damage to the fences, roads, drainage swales or other improvements within the Fulbrook project caused by vehicles using Temporary Roadway to be constructed shall be repaired by Grantee at its sole cost and expense within thirty (30) days after written request by Grantor;
- (3) The costs incurred by the Fulbrook Homeowners Association, Inc. in repairing any damage to facilities maintained by such association within the Fulbrook project such as landscaping and signage caused by vehicles using the roads within the Fulbrook project and the Temporary Roadway will be reimbursed to it by

Grantee or by Grantee's contractor(s) within thirty (30) days after written request for reimbursement is made to Grantee accompanied by a copy of the invoice or invoices evidencing the costs incurred;

- (4) Grantee, at its sole cost and expense, will repair or cause its contractor(s) to repair any damage to front lawns, fences, mailboxes and other private property within the Fulbrook project caused by vehicles of Grantee's contractor(s) using the roads within Fulbrook and the Temporary Roadway;
- (5) Grantee, at its sole cost and expense and prior to the construction of the Bridge Project or the Temporary Roadway, will rebuild the fence along each of the boundary lines on each side of James Lane, with the specifications and materials for such fence to be wood posts with net wire and a top strand of barbed wire, and such fence shall match the fence currently existing along James Lane (or be rebuilt with specifications and materials reasonably approved by Grantor);
- (6) Prior to opening the Temporary Roadway for use, Grantee will (i) review its traffic control plan with Grantor and install a sign describing its Bridge Project and traffic control signs at locations approved by Grantor, (ii) install orange construction fencing at both existing roundabouts, and (iii) conduct a meeting of the residents who live on James Lane for the purpose of explaining the Temporary Roadway they are to use during the construction of the Bridge Project and the concerns of the residents of the Fulbrook project;
- (7) At all times when construction equipment or contractor vehicles are using the easement granted herein, Grantee will have a representative on site to supervise traffic;
- (8) At all times during construction of the Temporary Roadway, related drainage structures, the Bridge Project, fences or any other items, Grantee shall, at its sole cost and expense, keep all property affected by such construction completely enclosed by a safety fence; and
- (9) Grantor shall have no responsibility for, and Grantee shall hold harmless Grantor and its successors and assigns from, all claims, causes of action, liens, costs, damages and reasonable attorneys' fees arising or alleged to arise from any act or omission by the Grantee or its agents, employees, contractors, tenants, guests, or invitees in or on the easements granted in this instrument, or arising from or in connection with the use of the easements granted herein by Grantee or the public, and Grantee shall be responsible for all such claims.

TO HAVE AND TO HOLD the above described easement together with all and singular the rights and appurtenances thereto in anywise belonging unto the said FORT BEND COUNTY, TEXAS, its successors and assigns, until the termination of such easement in accordance with the terms hereof; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the said easement unto the said FORT BEND COUNTY, TEXAS, its successors and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

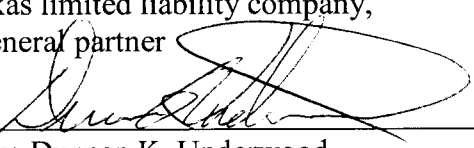
Fulshear Land Investment Partners, Ltd., a Texas limited partnership is an express third party beneficiary of the terms, provisions and conditions of this temporary easement.

*[Signature and Notary Page Follows]*

IN WITNESS WHEREOF, these presents have been executed by Grantor on this 3rd day of October, 2012.

FULBROOK PARTNERS, LTD.,  
a Texas limited partnership

By: New FP Management, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: Duncan K. Underwood  
Title: President

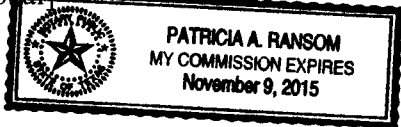
THE STATE OF TEXAS

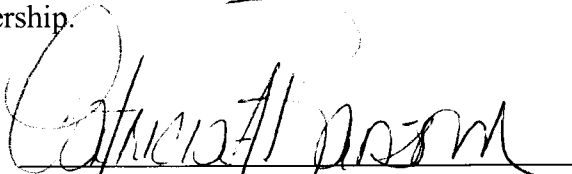
COUNTY OF Harris

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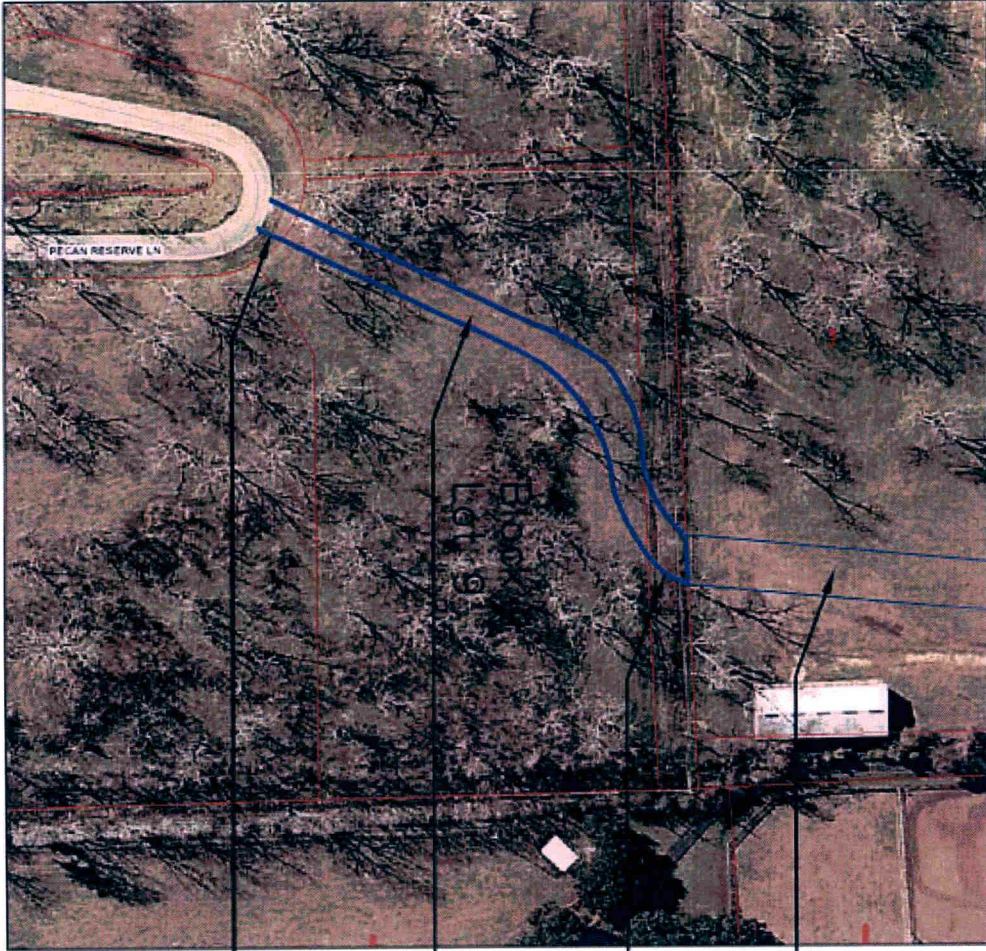
This instrument was acknowledged before me on the 3rd day of October, 2012, by Duncan K. Underwood, President, of New FP Management, LLC, a Texas limited liability company which is the sole general partner of FULBROOK PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.

[S. 4]



  
Notary Public—State of Texas

**EXHIBIT A**



- TEMPORARY ROADWAY ON ADJACENT PROPERTY TO BE USED AS DETOUR ROUTE
- TEMPORARY DRAINAGE CULVERT
- NEW TEMPORARY ROADWAY TO BE CONSTRUCTED WITH BASE MATERIAL WITH ADEQUATE DRAINAGE
- TEMPORARY DRAINAGE CULVERT

**Note: DRAWING IS TO BE USED AS AN EXHIBIT TO SHOW PROPOSED DETOUR ROUTE FOR JAMES LANE RESIDENTS THRU THE FULBROOK SUBDIVISION, SECTION FIVE 'A', BLOCK ONE, LOT NINE**

Drawn By: J. NETARDUS  
 Date: 8-18-11  
 Approved By: L. Hood, P.E.  
 Date: 8-18-11  
 Scale: N.T.S.

**JAMES LANE TEMPORARY DETOUR ROUTE THRU FULBROOK SUBDIVISION**  
 Fort Bend County Engineering Dept.  
 1124 Blume Road  
 Rosenberg, Texas 77471

RECORDER'S MEMORANDUM  
 This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

**EXHIBIT B**



**RECORDER'S MEMORANDUM**

This page is not satisfactory for photographic recordation due to carbon or photocopy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

CONSENT OF LIENHOLDER

BBVA Compass (the "Lienholder"), the owner and holder of a lien or liens upon the real property described herein, consents and subordinates its lien to the execution of this Temporary Easement.

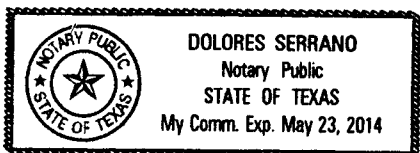
LIENHOLDER:

BBVA Compass

By: [Signature]  
Name: Brock Tautenhahn  
Title: V.P.

THE STATE OF TEXAS       §  
  §  
COUNTY OF Harris       §

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2012, by Brock Tautenhahn, the V.P. of BBVA Compass, an Alabama Corporation, on behalf of said bank.



[Signature]  
Notary Public

My commission expires: 5-23-14

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

[Signature]

Dianne Wilson, County Clerk  
Fort Bend County, Texas  
November 01, 2012 02:45:36 PM



FEE: \$0.00  
EASEMENT

2012125879