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DRAINAGE EASEMENT

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

That **CCR TEXAS HOLDINGS LP**, a Delaware limited partnership (the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain 11.71-acre tract of land described on Exhibit "A" attached hereto (the "Easement Property"). Grantor is also conveying a permanent and perpetual non-exclusive easement to Fort Bend County Municipal Utility District No. 169 ("No. 169") for certain specific purposes described herein.

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns (including No. 169), expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes (including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size located outside the Maintenance Berm (defined below), benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or ability to access or travel through the Maintenance Berm, defined below, with maintenance equipment. Prior to Grantor, or its successors or assigns (including No. 169) hereafter constructing any of same in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Fort Bend County Municipal Utility District No. 169 ("No. 169") shall have the right to utilize the Easement Property for the purposes of construction, installation, maintenance, repair, replacement and operation of road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size located outside the Maintenance Berm (defined below), benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping; and Grantor hereby grants a non-exclusive easement to No. 169 for said purposes. (Any of such lines, facilities, or items installed by No. 169 shall be referred to herein as the "No. 169 Facilities.") Grantee shall not utilize the Easement Property, or any other property or easements owned or operated by Grantee, in a manner that would unreasonably interfere with the No. 169 Facilities that are currently or hereafter installed by No. 169 in the Easement Property or No. 169's use of same.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not No. 169 or Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity(ies).

No. 169 shall, at its sole cost, be responsible to cause the maintenance and operation of the No. 169 Facilities. Grantee understands and agrees that the grasses within the Easement Property that No. 169 will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that No. 169 has failed to adequately maintain the No. 169 Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give No. 169 written notice of its intent to perform same and identify the area(s) where No. 169 has failed to adequately maintain, and (ii) give No. 169 an opportunity of at least a 60 days to cure No. 169's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide No. 169 with as much notice as is reasonably practicable to allow No. 169 an opportunity to cure. Grantee shall invoice No. 169 for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph, which invoice will be due and payable by No. 169 within 35 calendar days of receipt.

Except if necessary for Grantee to perform maintenance, repair, modifications or work allowed pursuant to the preceding paragraph, Grantee's access and travel along and through the Easement Property with maintenance equipment shall be limited to solely along and through an unobstructed maintenance berm at least 30 feet wide located on each side of the Channel (collectively, the "Maintenance Berm").

Prior to constructing, or allowing construction of, facilities or improvements in the Easement Property, Grantee shall give No. 169 at least 90 days written notice. If pursuant to the preceding sentence, Grantee hereafter installs, or allows installation of, any facilities or improvements within the Easement Property, then Grantee (and not No. 169) shall be responsible for maintenance and repair of such facilities or improvements.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable against the Easement Property. Grantor reserves the right to convey to others (including, without limitation, No. 169) the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

Grantee currently owns and/or possesses the right to utilize those certain rights of way and easements for drainage canals and other facilities upon, over, through and across those certain tracts of land described in that certain instrument granted by Riverside Development Company to Grantee, recorded at Volume 333 Page 257, Clerk's File No. 1955093057, of the Official Public Records of Fort Bend County, Texas. (Such instrument is referred to herein as the "Original Easement"). Within 30 days after Grantee's execution of this Drainage Easement, Grantee will execute and record a written abandonment of the portion of the Original Easement that is located within the Easement Property.

To have and hold perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee, Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EFFECTIVE this 23rd day of October, 2012.

CCR TEXAS HOLDINGS LP,
a Delaware limited partnership

By: Johnson/CCR GP, LLC, a Texas limited
liability company, its general partner

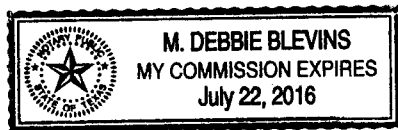
By: *Robert Bamford*
Robert Bamford
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on ^{md6} 23 the
October 23, 2012, by Robert Bamford, Vice President of Johnson/CCR
GP, LLC, a Texas limited liability company, general partner of CCR TEXAS HOLDINGS
LP, a Delaware limited partnership, on behalf of said limited liability company and said
limited partnership.

(NOTARY SEAL)

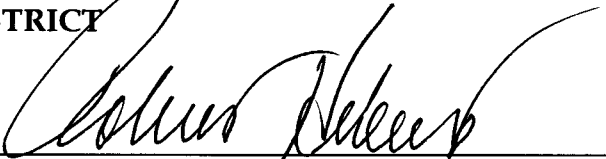
M. Debbie Blevins
Notary Public, State of Texas



AS PER ORIGINAL

ACCEPTED this 8 day of January, ~~2012~~ 2013.

FORT BEND COUNTY DRAINAGE
DISTRICT

By: 

Name: Robert E. Hebert

Title: County Judge

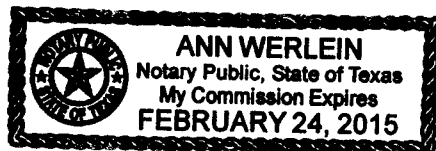
THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AS PER ORIGINAL This instrument was acknowledged before me on the 8 day of
January, ~~2012~~²⁰¹³, by Robert E. Hebert as County Judge
of the FORT BEND COUNTY DRAINAGE DISTRICT, a political subdivision of the
State of Texas, on behalf of said political subdivision.



Notary Public, State of Texas

(NOTARY SEAL)



ACCEPTED this 24th day of October, 2012.

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 169**

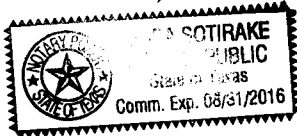
By: [Signature]
Name: WILLIAM YOST
Yost President, Board of Directors

ATTEST:

By: [Signature]
Name: GARY SWAFFORD
Secretary, Board of Directors

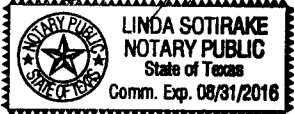
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of October, 2012, by William Yost as President, and Gary Swafford, as Secretary, of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 169, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas



Attachments:

Exhibit A - Description of Easement Property
Consent of Lienholder (CCR Texas Agent Inc.)

NOTE: Upon recording, return to Linda Sotirake, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

CONSENT OF LIENHOLDER

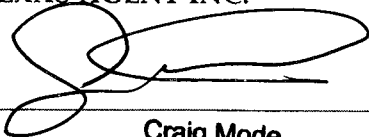
(CCR Texas Agent Inc.)

CCR TEXAS AGENT, INC., an Ontario corporation, in its capacity as agent for Lenders (as defined in that certain Construction Deed of Trust and Security Agreement and Assignment of Rents and Fixture Filing dated as of April 12, 2012, from CCR Texas Holdings LP to Stewart Title Company, as trustee, recorded in the Official Public Records of Fort Bend County, Texas, under Clerk's File No. 2012038977) ("Holder"), being the owner and holder of certain liens or other security interests (the "Security Interests") against the real property described by metes and bounds in **Exhibit A** attached hereto (the "Easement Property"), hereby:

- (a) Consents to the conveyance of the Drainage Easement to Fort Bend County Drainage District (the "District") across, along, under, over, upon, and through the Easement Property;
- (b) Subordinates all of its Security Interests (including, without limitation, all extensions of the Security Interests and modification agreements thereto) that encumber the Easement Property, to the rights and interests created under the Drainage Easement; and
- (c) Acknowledges and agrees that a foreclosure of its Security Interests shall not extinguish the rights, obligations, and interests of the District created under the Drainage Easement.

Executed and effective as of the 10 day of Oct, 2012.

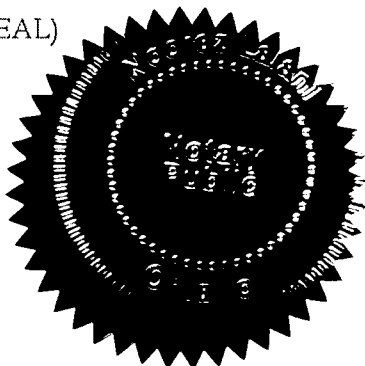
CCR TEXAS AGENT INC.

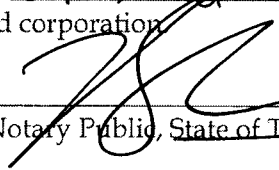
By: 
Name: Craig Mode
Title: Vice President

PROVINCE OF Ontario §
COUNTRY OF Canada §

This instrument was acknowledged before me on the 10 day of October, 2012, by Craig Mode, Vice President of CCR TEXAS AGENT INC., an Ontario corporation, on behalf of said corporation.

(NOTARY SEAL)




Notary Public, State of Texas

province of Ontario

AS PER ORIGINAL

FLEWELLEN CREEK
11.71 ACRES

(REVISED OCTOBER 9, 2012) SEPTEMBER 24, 2012
JOB NO. 909-00

DESCRIPTION OF A 11.71 ACRE TRACT OF LAND SITUATED
IN THE J.W. SCOTT SURVEY, ABSTRACT NO. 321
CITY OF FULSHEAR,
FORT BEND COUNTY, TEXAS

BEING a 11.71 acre (510,194 square foot) tract of land situated in the J.W. Scott Survey, Abstract No. 321, City of Fulshear, Fort Bend County, Texas and being a portion of the remainder of a called 249.35 acre tract described as Tract 7 in a conveyance to CCR Texas Holdings LP recorded under Fort Bend County Clerk's File (F.B.C.C.F.) No. 2012038960, said 11.71 acre tract of land described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the northeasterly corner of Cross Creek Ranch Sport Park a subdivision plat recorded under Plat Number 20100111 of the Fort Bend County Plat Records, being on a westerly line of a called 61.17 acre tract described as a Fort Bend County Drainage District Easement recorded under F.B.C.C.F. No. 2009042265, from which a 5/8-inch iron rod with cap stamped "Brown & Gay" found for the northwesterly corner of said Cross Creek Ranch Sport Park bears N 69° 43' 12" W, 210.72 feet and being the beginning of a non-tangent curve to the left having a radial bearing of S 76° 52' 26" W, 1,060.00 feet;

THENCE, over and across said 249.35 acre tract the following courses and distances:

In a Northerly direction along said curve to the left, a distance of 0.27 feet, having a radius of 1,060.00 feet, a central angle of 00° 00' 52" and a chord which bears N 13° 08' 00" W, 0.27 feet to the **POINT OF BEGINNING** and being the most southerly corner of the herein described tract;

In a Northerly direction continuing along said curve to the left, a distance of 228.50 feet, having a radius of 1,060.00 feet, a central angle of 12° 21' 04" and a chord which bears N 19° 18' 58" W, 228.06 feet to a point for a reverse curve to the right;

In a Northerly direction along said curve to the right, a distance of 223.29 feet, having a radius of 500.00 feet, a central angle of 25° 35' 13" and a chord which bears N 12° 41' 54" W, 221.44 feet to a point for a reverse curve to the left;

In a Northerly direction along said curve to the left, a distance of 141.02 feet, having a radius of 885.00 feet, a central angle of 09° 07' 48" and a chord which bears N 04° 28' 11" W, 140.87 feet to a point of tangency;

N 09° 02' 05" W, a distance of 245.00 feet to a point for the beginning of a curve to the left;

In a Northwesterly direction along said curve to the left, a distance of 638.79 feet, having a radius of 785.00 feet, a central angle of 46° 37' 26" and a chord which bears N 32° 20' 48" W, 621.31 feet to a point for a reverse curve to the right;

In a Northerly direction along said curve to the right, a distance of 190.83 feet, having a radius of 130.00 feet, a central angle of 84° 06' 23" and a chord which bears N 13° 36' 20" W, 174.15 feet to a point for a reverse curve to the left;

In a Northerly direction along said curve to the left, a distance of 79.28 feet, having a radius of 70.00 feet, a central angle of $64^{\circ} 53' 16''$ and a chord which bears $N 03^{\circ} 59' 46'' W$, 75.11 feet to a point for corner;

$N 44^{\circ} 59' 36'' E$, a distance of 140.93 feet to a point for the most northerly corner of the herein described tract;

$S 45^{\circ} 00' 24'' E$, a distance of 60.65 feet to a point for the beginning of a non-tangent curve to the left having a radial bearing of $N 23^{\circ} 40' 50'' E$, 70.00 feet;

In an Easterly direction along said curve to the left, a distance of 51.07 feet, having a radius of 70.00 feet, a central angle of $41^{\circ} 48' 12''$ and a chord which bears $S 87^{\circ} 13' 16'' E$, 49.95 feet to a point for a reverse curve to the right;

In an Easterly direction along said curve to the right, a distance of 128.71 feet, having a radius of 130.00 feet, a central angle of $56^{\circ} 43' 43''$ and a chord which bears $S 79^{\circ} 45' 30'' E$, 123.52 feet to a point for a compound curve to the right;

In a Southeasterly direction along said curve to the right, a distance of 242.21 feet, having a radius of 1,000.00 feet, a central angle of $13^{\circ} 52' 39''$ and a chord which bears $S 44^{\circ} 27' 19'' E$, 241.62 feet to a point for compound curve to the right;

In a Southeasterly direction along said curve to the right, a distance of 370.83 feet, having a radius of 1,500.00 feet, a central angle of $14^{\circ} 09' 53''$ and a chord which bears $S 30^{\circ} 26' 03'' E$, 369.89 feet to a point for a compound curve to the right;

In a Southerly direction along said curve to the right, a distance of 387.01 feet, having a radius of 1,000.00 feet, a central angle of $22^{\circ} 10' 27''$ and a chord which bears $S 12^{\circ} 15' 53'' E$, 384.60 feet to a point of tangency;

$S 01^{\circ} 10' 40'' E$, a distance of 209.97 feet to a point for the beginning of a curve to the left;

In a Southerly direction along said curve to the left, a distance of 326.78 feet, having a radius of 1,000.00 feet, a central angle of $18^{\circ} 43' 23''$ and a chord which bears $S 10^{\circ} 32' 22'' E$, 325.33 feet to a point on a easterly line of said 61.17 acre tract, being the most easterly southeast corner of the herein described tract and being the beginning of a non-tangent curve to the left having a radial bearing of $S 70^{\circ} 05' 57'' W$, 280.00 feet;

THENCE, along the easterly, northerly and westerly lines of said 61.17 acre tract the following courses and distances:

In a Northwesterly direction along said curve to the left, a distance of 205.74 feet, having a radius of 280.00 feet, a central angle of $42^{\circ} 06' 01''$ and a chord which bears $N 40^{\circ} 57' 04'' W$, 201.14 feet to a point for a reverse curve to the right;

FLEWELLEN CREEK
11.71 ACRES

(REVISED OCTOBER 9, 2012) SEPTEMBER 24, 2012
JOB NO. 909-00

In a Northwesterly direction along said curve to the right, a distance of 63.96 feet, having a radius of 70.00 feet, a central angle of $52^{\circ} 21' 09''$ and a chord which bears $N 35^{\circ} 49' 31'' W$, 61.76 feet to a point of tangency;

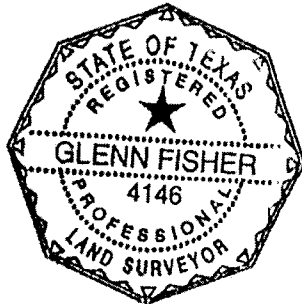
$N 09^{\circ} 38' 57'' W$, a distance of 26.80 feet to a point for an interior corner of the herein described tract;


$S 80^{\circ} 21' 03'' W$, a distance of 147.29 feet to a point for an interior corner of the herein described tract and being the beginning of a non-tangent curve to the right having a radial bearing of $S 70^{\circ} 26' 04'' W$, 470.00 feet;

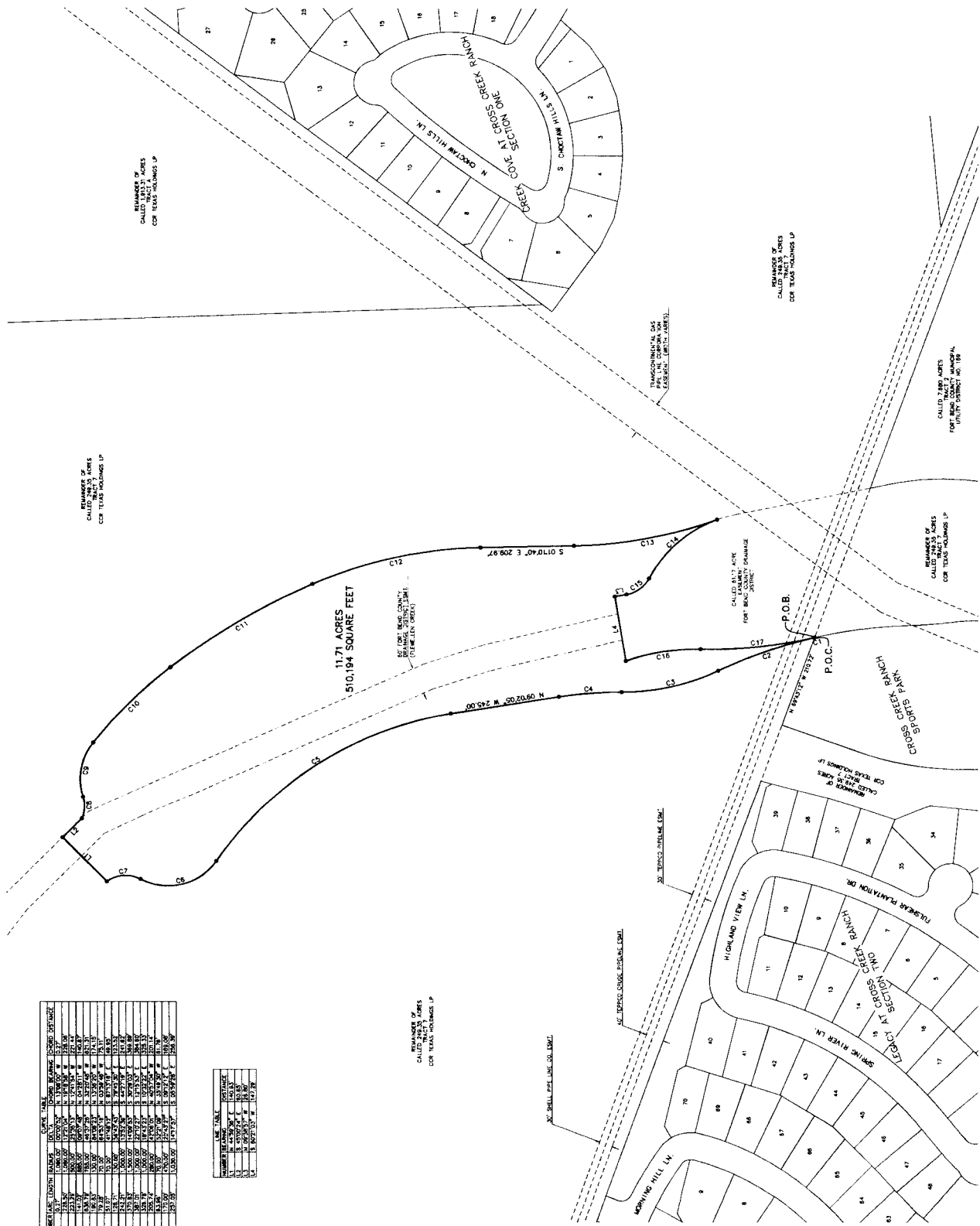
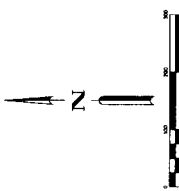
In a Southerly direction along said curve to the right, a distance of 170.00 feet, having a radius of 470.00 feet, a central angle of $20^{\circ} 43' 27''$ and a chord which bears $S 09^{\circ} 12' 12'' E$, 169.08 feet to a point for a reverse curve to the left;

In a Southerly direction along said curve to the left, a distance of 257.05 feet, having a radius of 1,030.00 feet, a central angle of $14^{\circ} 17' 57''$ and a chord which bears $S 05^{\circ} 59' 28'' E$, 256.39 feet to the **POINT OF BEGINNING** and containing 11.71 acres (510,194 square feet) of land.

Bearing orientation and coordinates are based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83.




Glenn Fisher RPLS No. 4146
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700



COURSE TABLE		COURSE TABLE	
STATION	BEARING	STATION	BEARING
1	N 00° 00' 00" E	11	N 00° 00' 00" E
2	N 00° 00' 00" E	12	N 00° 00' 00" E
3	N 00° 00' 00" E	13	N 00° 00' 00" E
4	N 00° 00' 00" E	14	N 00° 00' 00" E
5	N 00° 00' 00" E	15	N 00° 00' 00" E
6	N 00° 00' 00" E	16	N 00° 00' 00" E
7	N 00° 00' 00" E	17	N 00° 00' 00" E
8	N 00° 00' 00" E	18	N 00° 00' 00" E
9	N 00° 00' 00" E	19	N 00° 00' 00" E
10	N 00° 00' 00" E	20	N 00° 00' 00" E
21	N 00° 00' 00" E	22	N 00° 00' 00" E
23	N 00° 00' 00" E	24	N 00° 00' 00" E
25	N 00° 00' 00" E	26	N 00° 00' 00" E
27	N 00° 00' 00" E	28	N 00° 00' 00" E
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COURSE TABLE	
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75	N 00° 00' 00" E
76	N 00° 00' 00" E
77	N 00° 00' 00" E
78	N 00° 00' 00" E
79	N 00° 00' 00" E
80	N 00° 00' 00" E
81	N 00° 00' 00" E
82	N 00° 00' 00" E
83	N 00° 00' 00" E
84	N 00° 00' 00" E
85	N 00° 00' 00" E
86	N 00° 00' 00" E
87	N 00° 00' 00" E
88	N 00° 00' 00" E
89	N 00° 00' 00" E
90	N 00° 00' 00" E
91	N 00° 00' 00" E
92	N 00° 00' 00" E
93	N 00° 00' 00" E
94	N 00° 00' 00" E
95	N 00° 00' 00" E
96	N 00° 00' 00" E
97	N 00° 00' 00" E
98	N 00° 00' 00" E
99	N 00° 00' 00" E
100	N 00° 00' 00" E

BROWN & GAY
Survey & Other Engineers, Inc.
10777 Highway 280, Suite 100, Houston, TX 77058
Tel: 281-465-1111
Fax: 281-465-1112
www.browngay.com

EXHIBIT OF A PROPOSED 11.71 ACRE DRAINAGE EASEMENT SITUATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS

NOTE:
THIS EASEMENT IS FOR THE PROPOSED DRAINAGE EASEMENT SITUATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS. THE EASEMENT IS FOR THE PROPOSED DRAINAGE EASEMENT SITUATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS. THE EASEMENT IS FOR THE PROPOSED DRAINAGE EASEMENT SITUATED IN THE J.W. SCOTT SURVEY, A-321 CITY OF FULSHEAR FORT BEND COUNTY, TEXAS.

PARTY: BROWN & GAY, INC. (BY: [Signature])
DATE: OCTOBER 8, 2012
SHEET: 1 OF 1

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas



January 09, 2013 01:23:50 PM

FEE: \$0.00
EASEMENT

2013003588