

102



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TEMPORARY ACCESS EASEMENT

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

THAT **SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5**, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash to Grantor in hand paid by the **CITY OF MISSOURI CITY, TEXAS**, a Texas home-rule municipality in Fort Bend and Harris Counties, Texas (the "City"), and **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County") (the City and the County are sometimes referred to herein collectively as "Grantees"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantees, their successors and assigns, an easement and right-of-way (the "Easement") for limited vehicular and pedestrian ingress, egress, and regress over, across, along, and upon that certain tract of land located in Fort Bend County, Texas, more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes (the "Easement Tract") subject to the terms and conditions set forth herein. The Easement shall automatically terminate when construction of the Sienna Parkway extension to FM 521 has been completed, all of the right of way for Sienna Parkway has been platted and dedicated to the City of Missouri City, and the one year maintenance period is initiated for the last part of the Sienna Parkway extension to FM 521 that is constructed.

Grantees may construct, install, maintain, repair, relocate, replace, remove, and operate a roadway (the "Roadway") for fire and emergency services access and evacuation purposes, within the Easement Tract and shall have access across, along, under, over and upon the Easement Tract to engage in such activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor and each Grantee's rights and obligations with respect to construction, installation, maintenance, repair, relocation, replacement, removal, and operation of the Roadway are set forth in that certain Interlocal Project Agreement for Transportation Facilities (the "Interlocal Agreement") dated October 12, 2012, by and between Grantor and the County, and that certain Sienna Plantation Joint Development Agreement (the "Development Agreement") dated February 19, 1996, by and between the City and Sienna Plantation Development Company, as amended. Grantees' rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purpose for which the Easement is granted and to permit each Grantee to perform its responsibilities with respect to the Roadway under the Interlocal Agreement and the

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11/26/14

Development Agreement. Each Grantee will, at all times after using the Roadway, restore the Roadway as nearly as possible to its condition prior to such use; provided, however, that in connection with such use, each Grantee, or its successors or assigns, shall not be required to replace trees, overhanging limbs, undergrowth, brush, shrubbery, improvements, and other natural and non-natural obstructions that interfere with such Grantee maintaining or operating the Roadway.

Grantor expressly reserves the right to the use and enjoyment and maintenance of the surface of the Easement Tract for any and all purposes, except construction of houses, buildings and structures, provided that such use will not prevent Grantees from the exercise of all their rights under the Easement.

Grantor reserves the right, at any time and from time to time, upon 60 days advance written notice to Grantees and at Grantor's sole expense, to relocate and construct the Easement Tract to an alternative location provided such alternative location is reasonably equivalent to the location identified in **Exhibit A** and does not hinder, obstruct or unreasonably interfere with the use of the Roadway on the Easement Tract for fire and emergency services and evacuation purposes.

Grantees shall, to the extent permitted by applicable law, indemnify and hold Grantor and any of Grantor's employees agents or representatives, harmless from any damage or liability resulting directly or indirectly from the applicable Grantee's use of the Easement. Grantees shall further cause any third party user of the Easement, including, without limitation, any contractor providing construction or maintenance services on the Easement Tract, to indemnify and hold harmless Grantor and Grantor's employees, agents and representatives in accordance with the preceding sentence.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with the exercise of the rights in the Easement and use of the Easement Tract for the purposes set forth herein.

Grantor represents and warrants that the execution and delivery of this instrument by the signatory hereto has been duly authorized by Grantor, and this instrument is valid and legally binding on Grantor.

TO HAVE AND TO HOLD the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantees, their successors and assigns, forever.

Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantees, their 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, subject only to the Permitted Encumbrances.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signature pages follow this page.]

EXECUTED this 6th day of October, 2014.

SIENNA PLANTATION MUNICIPAL
UTILITY DISTRICT NO. 5

By: [Signature]
Name: Mark KilKenny
Title: President

ATTEST:

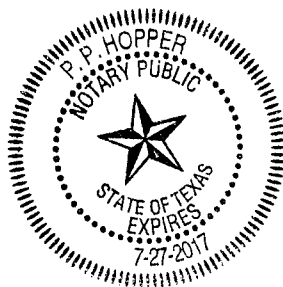
By: [Signature]
Name: Stephanie Trevino
Title: Asst. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 6th day of October, 2014, by Mark KilKenny, President, and Stephanie Trevino, Asst. Vice President, of the Board of Directors of SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO. 5, a political subdivision of the State of Texas, on behalf of said political subdivision.

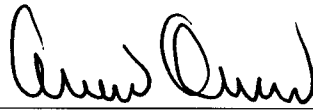
[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

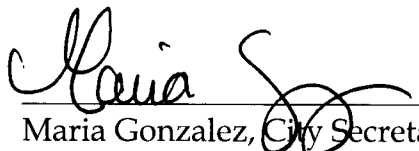


Agreed to and accepted this 3rd day of November, 2014, by
the City of Missouri City, Texas.

CITY OF MISSOURI CITY, TEXAS

By: 
Allen Owen, Mayor

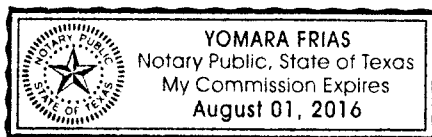
ATTEST:

By: 
Maria Gonzalez, City Secretary

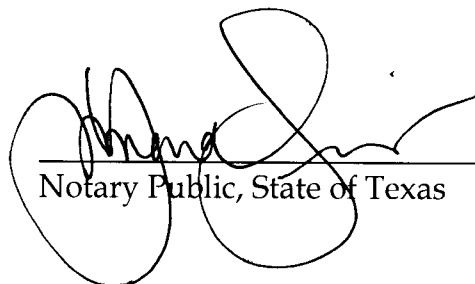


THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 3 day of November, 2014, by Allen Owen, Mayor, and Maria Gonzalez, City Secretary, of the CITY OF MISSOURI CITY, TEXAS, a Texas home-rule municipality, on behalf of said municipality.

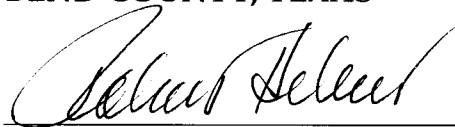


(NOTARY SEAL)


Notary Public, State of Texas

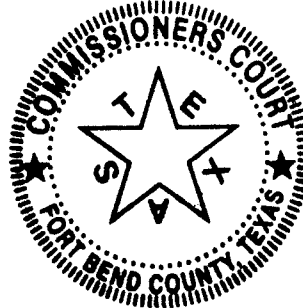
Agreed to and accepted this 18th day of November, 2014, by
Fort Bend County, Texas.

FORT BEND COUNTY, TEXAS

By: 
Robert Hebert, Fort Bend County Judge

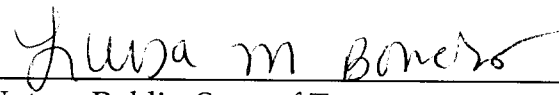
ATTEST:

By: 
Dianne Wilson, Fort Bend County Clerk

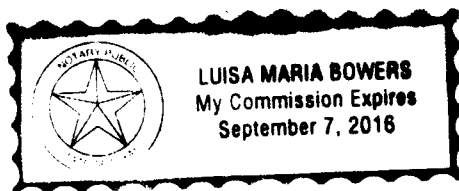


THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 18th day of November, 2014, by Robert Hebert, County Judge, and Dianne Wilson, County Clerk, of FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public, State of Texas

(NOTARY SEAL)



Attachment:

Exhibit A - Description of Easement Tract

After recording, return to: Allen Boone Humphries Robinson LLP, Attn: Jeanette Harris, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

County: Fort Bend
Project: Sienna South
Job No. 144904
MBS No. 14-134

FIELD NOTES FOR 0.183 ACRE

Being a tract containing 0.183 acre of land, located in the David Fitzgerald League, Abstract 25, in Fort Bend County, Texas; Said 0.183 acre tract being a portion of a call 9.289 acre tract recorded in the name of Sienna Plantation Municipal Utility District Number Five in File Number 2011049918 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.); Said 0.183 acre tract being more particularly described by metes and bounds description as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Commencing at the southwesterly corner of Tract 1, said 9.289 acre tract and the easterly southeast corner of a call 2808.323 acre tract styled as Tract "A" and recorded in the name of Toll-GTIS Property Owner LLC in File Number 2013153798 of the O.P.R.F.B.C.;

Thence, with the easterly line of said 2808.323 acre tract, the following four (4) courses:

- 1) North 10 degrees 51 minutes 33 seconds East, a distance of 213.62 feet;
- 2) North 11 degrees 46 minutes 13 seconds East, a distance of 200.90 feet;
- 3) North 13 degrees 01 minute 53 seconds East, a distance of 201.00 feet;
- 4) North 13 degrees 56 minutes 43 seconds East, a distance of 72.37 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with said line, North 13 degrees 56 minutes 43 seconds East, a distance of 80.00 feet;

Thence, through and across aforesaid 9.289 acre tract, the following two (2) courses:

- 1) 0.72 feet along the arc of a curve to the right, said curve having a radius of 250.00 feet, a central angle of 00 degrees 09 minutes 58 seconds and a chord that bears South 75 degrees 55 minutes 18 seconds East, a distance of 0.72 feet;
- 2) South 75 degrees 50 minutes 19 seconds East, distance of 98.98 feet to the westerly line of F.M. 521 (width varies);

Thence, with said westerly line, South 13 degrees 57 minutes 41 seconds West, a distance of 80.00 feet;

Thence, through and across aforesaid 9.289 acre tract, the following two (2) courses:

- 1) North 75 degrees 50 minutes 19 seconds West, a distance of 99.26 feet;
- 2) 0.42 feet along the arc of a curve to the left, said curve having a radius of 170.00 feet, a central angle of 00 degrees 08 minutes 33 seconds and a chord that bears North 75 degrees 54 minutes 35 seconds West, a distance of 0.42 feet to the Point of Beginning and containing 0.183 acre of land.

GBI PARTNERS, L.P.

Ph: 281.499.4539

May 20, 2014

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

SIENNA CHRIST THE LORD
EVANGELICAL LUTHERAN CHURCH
PLAT No. 2010106 F.B.C.P.R.

WATERS LAKE BLVD (100' R.O.W.)

DAVID FITZGERALD LEAGUE, A-25

CALL 2808.123 ACRES
TRACT "A"
TOLL-GTIS PROPERTY OWNER LLC
FILE No. 201353798 O.P.R.F.B.C.

CALL 25758 ACRES
SIENNA PLANTATION DISTRICT
IMPROVEMENTS
FILE No. 9748281 O.P.R.F.B.C.

CEMETERY SITE

0.183 ACRE

P.O.B.

P.O.C.

F.M. 521 (WIDTH VARIES)

WILLIAM HALL SURVEY, A-21

SIENNA POINT SECTION THREE
SUDE Nos. 17558-798A
F.B.C.P.R.

MGRD. OF RESTORATION
CHRISTIAN FELLOWSHIP CHURCH
PLAT No. 2009041 F.B.C.P.R.

EXHIBIT OF
0.183 ACRE

BEING A PORTION OF A CALL 9289 ACRE TRACT
RECORDED IN THE NAME OF SIENNA PLANTATION
MUNICIPAL UTILITY DISTRICT NUMBER FIVE IN
FILE NUMBER 201049918 OF THE O.P.R.F.B.C.
LOCATED IN THE

DAVID FITZGERALD LEAGUE, A-25
FORT BEND COUNTY, TEXAS



GBI PARTNERS, L.P.

LAND SURVEYING CONSULTANTS
TBPLS No. 101363-00
13340 S. Coates Missouri City, TX 77468
Phone: 281-499-4639 • www.gbisurvey.com

JOB No. 144804
SCALE: 1"=1760'
DATE: 05/20/2014
MDS No. 14-134

RETURN:
FORT BEND COUNTY CLERK
ADMIN SERV COORDINATOR

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

Dianne Wilson, County Clerk
Fort Bend County, Texas

November 26, 2014 02:21:02 PM

FEE: \$0.00 JE
EASEMENT

2014129559

