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**TEMPORARY ACCESS EASEMENT**

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

THAT **SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT**, 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 **SIENNA PLANTATION MUNICIPAL UTILITY DISTRICT NO.5**, a political subdivision of the State of Texas (the "District"), 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 District, 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. 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 the District 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

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11/26/14

Easement is granted and to permit each Grantee to perform its responsibilities with respect to the Roadway under the Interlocal Agreement and the 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.

Grantees acknowledge that the Easement Tract is used by Grantor for a regional drainage channel, and that such use by Grantor is superior to the Easement granted herein. Prior to the construction of the Roadway, the County or the District shall provide plans and specifications to Grantor's engineer for review and written approval, which approval will not be unreasonably withheld, conditioned or delayed. The Roadway will be designed and constructed so that it does not interfere with the drainage flow in Grantor's drainage channel.

As additional consideration for the Easement, Grantor shall have the right to utilize the Roadway; however, use of the Roadway by Grantor shall not hinder, obstruct, or unreasonably interfere with the use of the Roadway for fire and emergency services and evacuation purposes.

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 3<sup>rd</sup> day of September, 2014..

SIENNA PLANTATION LEVEE  
IMPROVEMENT DISTRICT

By: [Signature]  
Name: Kendall Beckman  
Title: President

ATTEST:

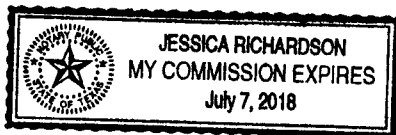
By: [Signature]  
Name: John P. "Bucky" Richardson  
Title: Asst. Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on September 3, 2014, by Kendall Beckman President, and John P. "Bucky" Richardson Asst. Secretary of SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

[Signature]  
Notary Public, State of Texas



Agreed to and accepted this 6<sup>th</sup> day of October, 2014, by  
Sienna Plantation Municipal Utility District No. 5.

**SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT NO. 5**

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

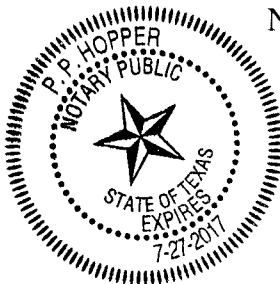
ATTEST:

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

THE STATE OF TEXAS   §  
  §  
COUNTY OF FELIX   §

This instrument was acknowledged before me on the 6<sup>th</sup> 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.

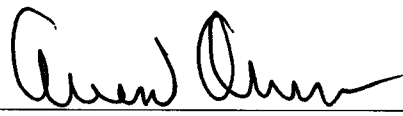
(NOTARY SEAL)



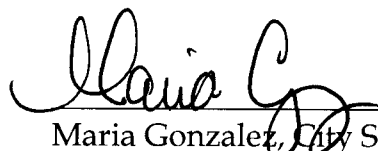
[Signature]  
Notary Public, State of Texas

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

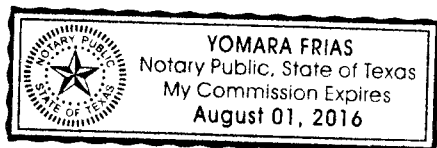
ATTEST:

By:   
Maria Gonzalez, City Secretary

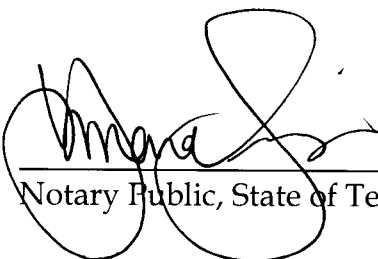


THE STATE OF TEXAS §  
COUNTY OF Fort Bend §

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.

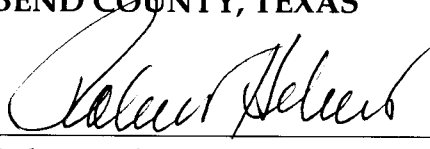


(NOTARY SEAL)


  
Notary Public, State of Texas

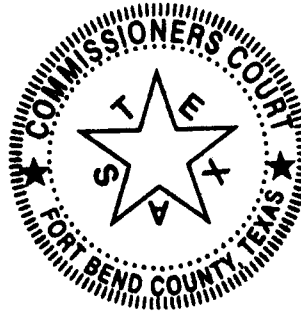
Agreed to and accepted this 18<sup>th</sup> day of November, 2014, by  
Fort Bend County, Texas.

**FORT BEND COUNTY, TEXAS**

By:   
Robert Hebert, Fort Bend County Judge

ATTEST:

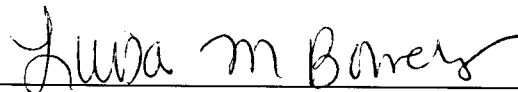
By:   
Dianne Wilson, Fort Bend County Clerk



THE STATE OF TEXAS   §  
  §  
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 18<sup>th</sup> 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

**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. 14-133

**FIELD NOTES FOR 0.499 ACRE**

Being a tract containing 0.499 acre of land, located in the William Hall Survey, Abstract 31, in Fort Bend County, Texas; Said 0.499 acre tract being a portion of a call 25.758 acre tract recorded in the name of Sienna Plantation Levee Improvement District in File Number 9741281 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.); Said 0.499 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 northwesterly corner of a said 25.758 acre tract, from which the northeasterly corner of said tract bears South 36 degrees 15 minutes 41 seconds East, a distance of 262.88 feet;

Thence, with the westerly line of said 25.758 acre tract, South 13 degrees 16 minutes 29 seconds West, a distance of 468.61 feet to the Point of Beginning of the herein described tract;

Thence, 218.41 feet along the arc of a curve to the left, said curve having a radius of 1950.00 feet, a central angle of 06 degrees 25 minutes 03 seconds and a chord that bears North 79 degrees 38 minutes 57 seconds East, a distance of 218.30 feet to the easterly line of said 25.758 acre tract;

Thence, with said easterly line, South 13 degrees 16 minutes 29 seconds West, a distance of 111.38 feet;

Thence, through and across said 25.758 acre tract, the following two (2) courses:

- 1) 199.75 feet along the arc of a curve to the right, said curve having a radius of 2050.00 feet, a central angle of 06 degrees 34 minutes 58 seconds and a chord that bears South 80 degrees 38 minutes 14 seconds West, a distance of 199.67 feet;
- 2) 16.33 feet along the arc of a curve to the right, said curve having a radius of 110.00 feet, a central angle of 08 degrees 30 minutes 12 seconds and a chord that bears South 87 degrees 40 minutes 49 seconds West, a distance of 16.31 feet to the aforesaid westerly line of call 25.758 acre tract;

Thence, with said line, North 13 degrees 16 minutes 29 seconds East, a distance of 105.13 feet to the Point of Beginning and containing 0.499 acre of land.

GBI PARTNERS, L.P.  
Ph: 281.499.4539  
May 20, 2014



RECORDER'S 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. 201006 O.P.R.F.B.C.

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

DAVID FITZGERALD LEAGUE, A-25

CALL 2808323 ACRES  
TRACT A  
TOLL-GTIS PROPERTY OWNER LLC  
FILE NO. 201355798 O.P.R.F.B.C.

CALL 25158 ACRES  
SIENNA PLANTATION DISTRICT  
IMPROVEMENT O.P.R.F.B.C.  
FILE NO. 9741281 O.P.R.F.B.C.

CEMETERY SITE

SCALE 1" = 1200'

CALL 9289 ACRES  
SIENNA PLANTATION MUNICIPAL  
UTILITY DISTRICT No. 5  
FILE NO. 201049918 O.P.R.F.B.C.

Exhibit A Page 2 of 2 Pages

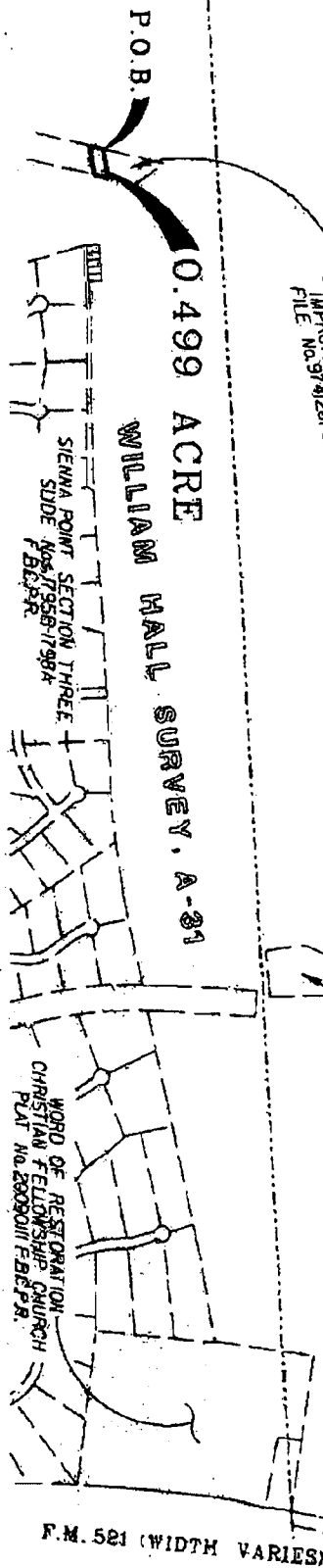


EXHIBIT OF

0.499 ACRE

BEING A PORTION OF A CALL 25158 ACRE TRACT  
RECORDED IN THE NAME OF SIENNA PLANTATION  
LEVEE IMPROVEMENT DISTRICT IN FILE NUMBER  
9741281 OF THE O.P.R.F.B.C.

WILLIAM HALL SURVEY, A-31  
FORT BEND COUNTY, TEXAS



GBI PARTNERS, L.P.

LAND SURVEYING CONSULTANTS  
TRBS No. 101983-00  
13840 S. Gessner Missouri City, TX 77460  
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO. 144904  
SCALE 1" = 1200'  
DATE 10/20/2014  
BOS NO. 14-133

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

2014129560

