

ay



DRAINAGE EASEMENT

(1.261 Acre Tract)

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

That **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182**, a conservation and reclamation district and a body politic organized and existing under the laws of the State of Texas (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 tract of land described on Exhibit "A" attached hereto (the "Easement Property").

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, 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 (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); 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. Accordingly, Grantee shall not utilize the Easement Property, or any other property or easements owned or operated by Grantee, in a manner that would

006478.000000\4824-4920-1697.v2

CCM 5/26/15 #DS
Fort Bend County Clerk
Return Admin Serv Coord

RECEIVED
MAY 06 2015

unreasonably interfere with the Grantor's Facilities that are currently or hereafter installed by Grantor in the Easement Property or Grantor's use of same. Prior to Grantor, or its successors or assigns, hereafter constructing any of Grantor's Facilities 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.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not 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).

Grantor shall, at its sole cost, be responsible to cause the maintenance and operation of the Grantor's Facilities. Grantee understands and agrees that the grasses within the Easement Property that Grantor will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that Grantor has failed to adequately maintain the Grantor's 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 Grantor written notice of its intent to perform same and identify the area(s) where Grantor has failed to adequately maintain, and (ii) give Grantor an opportunity of at least a 60 days to cure Grantor'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 Grantor with as much notice as is reasonably practicable to allow Grantor an opportunity to cure. Grantee shall invoice Grantor 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 Grantor within 60 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 Grantor 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 Grantor) 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 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 D.R. Horton-Texas, Ltd. to Grantee, recorded under Clerk's File No. 2013130493, 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

ACCEPTED this 26 day of May, 2015.

GRANTEE:

FORT BEND COUNTY DRAINAGE DISTRICT

By: Robert Hebert

Name: Robert E. Hebert

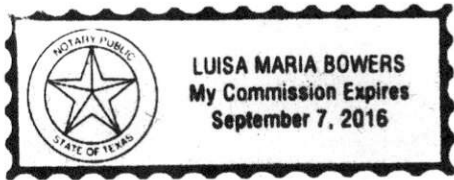
Its: County Judge, Chairman

THE STATE OF Texas

COUNTY OF Fort Bend

§
§
§

This instrument was acknowledged before me on this 26th day of May, 2015, by Robert Hebert, Chairman of Fort Bend County Drainage District, on behalf of said political subdivision.



(SEAL)

Luisa M. Bowers

Notary Public in and for
the State of Texas

Luisa M. Bowers

Name printed or typed

Commission Expires: 9-7-2016

IN WITNESS WHEREOF, this instrument is executed this 5th day of MAY, 2015.

GRANTOR:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 182

By: [Signature]

Name: STEDMAN GRIGSBY

Its: PRESIDENT

THE STATE OF TEXAS
COUNTY OF HARRIS

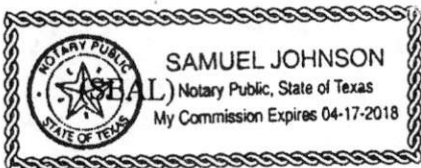
§
§
§

This instrument was acknowledged before me on this 5th day of MAY, 2015, by STEDMAN GRIGSBY, PRESIDENT of Fort Bend County Municipal Utility District No. 182, on behalf of said political subdivision.

[Signature]
Notary Public in and for the State of TEXAS

SAMUEL JOHNSON

Name printed or typed
Commission Expires: 04/17/18





January 9, 2015
Job No. 1931-1403

DESCRIPTION OF
1.261 ACRES
DRAINAGE EASEMENT

Being 1.261 acres of land located in the Mlcajah Autrey Survey, Abstract 100, Fort Bend County, Texas, more particularly being a portion of the residue of that certain called 631.26 acre tract conveyed to D.R. Horton-Texas, LTD. by instrument of record in File Number 2013000056, of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), said 1.261 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83);

COMMENCING for reference at a 5/8-inch Iron rod with cap stamped "LJA ENG" previously set marking the southeasterly corner of the aforementioned 631.26 acre tract, said point also being in the north line of that certain called 2,214.27 acre tract conveyed to S.G. Partners, L.P. by an instrument of record in File Number 2010006543, F.B.C.O.P.R.;

Thence, South $87^{\circ} 28' 47''$ West, along the common line of said 631.26 acre tract and said 2,214.27 acre tract, 81.87 feet to a point;

Thence, North $67^{\circ} 41' 23''$ West, departing said common line, 2,907.42 feet to the POINT OF BEGINNING of the herein described tract;

Thence, North $67^{\circ} 41' 23''$ West, 340.09 feet to a point for corner;

Thence, North $50^{\circ} 55' 37''$ East, 306.98 feet to a point for corner, the beginning of a curve;

Thence, 24.62 feet along the arc of a non-tangent curve to the left, having a radius of 10.00 feet, a central angle of $141^{\circ} 04' 26''$, and a chord which bears South $19^{\circ} 38' 28''$ East, 18.86 feet to a point for corner;

Thence, North $89^{\circ} 49' 19''$ East, 99.06 feet to a point for corner;

1.261 Acres

January 9, 2015
Job No. 1931-1403

Thence, North $50^{\circ} 55' 29''$ East, 325.81 feet to a point for corner;

Thence, South $39^{\circ} 04' 42''$ East, 6.82 feet to a point for corner, the beginning of a curve; non-

Thence, 51.51 feet along the arc of a tangent curve to the left, having a radius of 83.54 feet, a central angle of $35^{\circ} 19' 37''$, and a chord which bears South $33^{\circ} 15' 29''$ West, 50.70 feet to a point for corner, the beginning of a curve;

Thence, 128.99 feet along the arc of a non-tangent curve to the right, having a radius of 126.58 feet, a central angle of $58^{\circ} 23' 20''$, and a chord which bears South $50^{\circ} 33' 10''$ West, 123.49 feet to a point for corner, the beginning of a curve;

Thence, 125.60 feet along the arc of a non-tangent curve to the left, having a radius of 201.54 feet, a central angle of $35^{\circ} 42' 19''$, and a chord which bears South $52^{\circ} 42' 58''$ West, 123.57 feet to a point for corner, the beginning of a curve;

Thence, 9.52 feet along the arc of a non-tangent curve to the right, having a radius of 11.02 feet, a central angle of $49^{\circ} 30' 56''$, and a chord which bears South $62^{\circ} 20' 34''$ West, 9.23 feet to a point for corner;

Thence, South $43^{\circ} 08' 41''$ West, 157.28 feet to a point for corner, the beginning of a curve;

Thence, 22.60 feet along the arc of a non-tangent curve to the right, having a radius of 10.00 feet, a central angle of $129^{\circ} 28' 17''$, and a chord which bears South $24^{\circ} 36' 14''$ East, 18.09 feet to a point for corner, the beginning of a reverse curve;

Thence, 198.25 feet along the arc of a tangent curve to the left, having a radius of 99.00 feet, a central angle of $114^{\circ} 44' 21''$, and a chord which bears South $17^{\circ} 14' 16''$ East, 166.75 feet to a point for corner; non-tangent

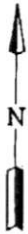
1.261 Acres

January 9, 2015
Job No. 1931-1403

Thence, South 22° 18' 37" West, 15.96 feet to the POINT OF BEGINNING and containing 1.261 acres of land.

Corners monuments were not set at the client's request.

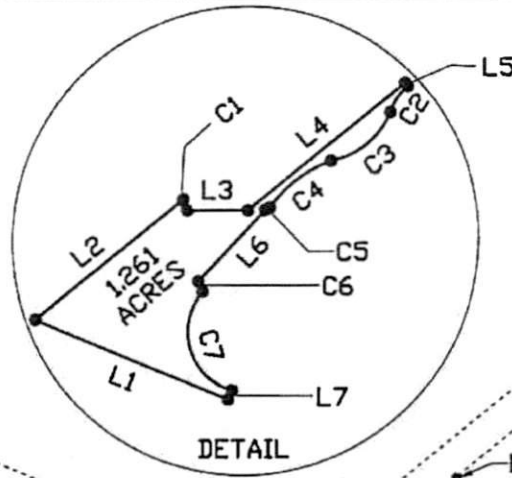
LJA Engineering, Inc.



Drill Site No. 2
(300 Acres)
Vol. 1364, Pg. 88
F.B.C.D.R.

D.R. HORTON - TEXAS, LTD
RESIDUE OF
CALLED 631.26 ACRES
FILE NO. 2013000056
F.B.C.O.P.R.

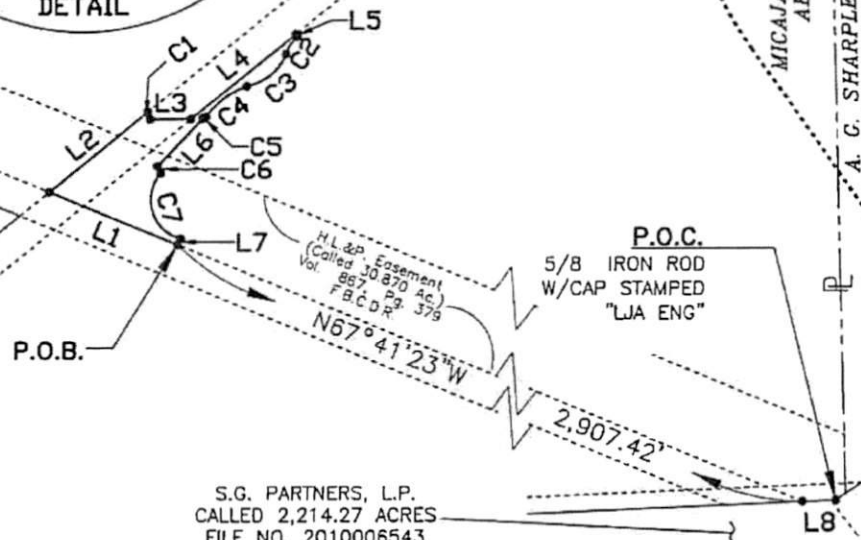
SCALE 1" = 400'



Line Table		
Line #	Direction	Length
L1	N67°41'23"W	340.09'
L2	N50°55'37"E	306.98'
L3	N89°49'19"E	99.06'
L4	N50°55'29"E	325.81'
L5	S39°04'42"E	6.82'
L6	S43°08'41"W	157.28'
L7	S22°18'37"W	15.96'
L8	S87°28'47"W	81.87'

Drill Site No. 4
(300 Acres)
Vol. 1364, Pg. 88
F.B.C.D.R.

(Called 80' in adjoining easement)
H.L. & P. Easement
Vol. 431, Pg. 36B
F.B.C.D.R.



Curve Table					
Curve #	Length	Radius	Delta	CHORD	DIST.
C1	24.62'	10.00'	141°04'26"	S19°38'28"E	18.86'
C2	51.51'	83.54'	35°19'37"	S33°15'29"W	50.70'
C3	128.99'	126.58'	58°23'20"	S50°33'10"W	123.49'
C4	125.60'	201.54'	35°42'19"	S52°42'58"W	123.57'
C5	9.52'	11.02'	49°30'56"	S62°20'34"W	9.23'
C6	22.60'	10.00'	129°28'17"	S24°36'14"E	18.09'
C7	198.25'	99.00'	114°44'21"	S17°14'16"E	166.75'

NOTE:
1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.

**EXHIBIT OF
1.261 ACRES
DRAINAGE EASEMENT
LOCATED IN THE
MICAJAH AUTREY SURVEY, A-100
FORT BEND COUNTY, TEXAS**

JANUARY 2015 JOB NO. 1931-1403

LJA Engineering, Inc.
2929 Briarpark Drive Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042 T.B.P.L.S. Firm No. 10110501

Return to:
FORT BEND COUNTY CLERK
ADMIN SERV COORD

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

June 01, 2015 03:57:33 PM

FEE: \$0.00 SR1
EASEMENT

2015058453

