

The State of Texas



JESTER

FORT BEND

Unit

County

ROADWAY

Type

TEMPORARY EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

§

1. That the **TEXAS BOARD OF CRIMINAL JUSTICE**, (GRANTOR), pursuant to action of the Board at its meeting on December 10, 2015 acting by its duly authorized chairman, on behalf of the State of Texas, under authority granted by section 496.004, Texas Government Code, hereby grants unto **THE COUNTY OF FORT BEND, TEXAS** (GRANTEE), its successors or assigns, a temporary right-of-way easement consisting of an area of 1.26 acres or approximately 1,199.92 feet long by 50 feet wide across the hereinafter described land for purposes of accessing, opening, operating, and maintaining a public County roadway thereon, together with appurtenances thereto, in, along, and upon and across the following described land, owned by the State of Texas in Fort Bend County, Texas, described as follows:

Metes and Bounds and Map Attached

2. This Easement shall be for a term of two (2) years, beginning on the date of Easement execution and ending two years thereafter, unless Grantee abandons or agrees to terminate the Easement sooner than the expiration of the Easement period.

3. A plat of said land, showing the area owned by the Grantor and showing the location of the Grantee's right-of-way is attached hereto and made a part of this Easement.

4. It is understood and agreed that Grantee cannot construct, erect or maintain any other facility on the Property except that specifically provided for in the first paragraph of this Easement.

5. Grantee is hereby granted the right of ingress and egress to and from said right-of-way for the purpose of constructing, erecting, maintaining, repairing, replacing, and rebuilding such facility or utilizing the Property for the purpose described above, and such right is not granted for any other purposes. Grantee agrees to occupy the land only to the extent and for the length of time necessary for constructing, erecting, maintaining, repairing, replacing, and rebuilding said facility.

6. Grantee agrees to comply with all rules or orders, which the Grantor deems necessary for the protection and conservation of the State's lands and water. It is understood and agreed that at any time Grantor reasonably deems that operations with regard to said facility are adverse to the protection and conservation of the State's lands and/or waters, Grantor shall have the right to stop operations until such adverse situation is resolved.

7. Grantee agrees to comply with all rules or orders, which the Grantor deems necessary for the operation of a secure correctional facility. It is understood and agreed that at any time Grantor reasonably deems that Grantee's operations are adverse to the security of a correctional facility, Grantor shall have the right to stop operations until such adverse situation is resolved.

8. It is specifically understood and agreed that this grant is a grant of right-of-way easement only and does not grant the fee or any interests in the minerals in and to the land affected hereby. This conveyance is made subject to any and all out-standing easements covering the above-described lands and premises or any part thereof.

9. It is further understood and agreed that Grantor retains all its rights to fully enjoy the lands covered herein except as to such uses which may prevent Grantee's use and rights granted herein; such rights retained by the Grantor shall include, but are not limited to, the construction and maintenance of roads, streets and bridges; water, gas and sewer pipelines; utilities, electrical and communication lines; and agricultural production.

10. Upon termination or abandonment of this Easement for any cause, all rights herein granted shall revert to the Grantor or its assigns without the necessity or any further act, suit or action on the part of either Grantor or Grantee herein. Upon such termination or abandonment, Grantee agrees to file in the deed records of Fort Bend County, Texas, a release of this Easement.

11. Grantor shall incur no liability for the grant of this easement. The property subject to this easement is intended to be operated by Grantee as a public roadway. Furthermore, Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from its own acts or omissions or acts of the public related to its exercise of the rights granted herein. Therefore, Grantee agrees to and shall indemnify and hold the Grantor, the Grantor's officers, agents and employees harmless from and against claims, suit, costs, liability or damages of any kind, including strict liability claims, without limit and without regard to cause of the damages or the negligence of any party, except for the consequences of the negligent acts or willful misconduct of the Grantor, the Grantor's officers, agents, employees or invitees, arising directly or indirectly from use of the premises (or any adjacent or contiguous land) by Grantee and/or the public or from any breach by Grantee of the terms, covenants or conditions contained herein. The provision of this section shall survive expiration or earlier termination of this Easement.

12. Grantee shall use the highest reasonable degree of care and all appropriate safeguards to (i) prevent pollution of air, ground, and water in and around the Property and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the Texas Department of Criminal Justice and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Property or adjacent property which is the result of Grantee's (or Grantee's employees, contractors, and agents) acts or omissions, Grantee shall immediately notify the Grantor, use all means reasonable available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

13. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915: §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2002 SUPP.). BEFORE BREAKING GROUND ON THE PROPERTY GRANTEE WILL NOTIFY GRANTOR AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS NATURAL RESOURCES CODE, CHAPTER 191, §191.0525.

14. Grantee has inspected the physical and topographic condition of the property and accepts the same "as is" in its existing physical and topographic condition. The Grantor disclaims any and all warranties of habitability, merchantability, suitability, fitness for any purpose, and any other warranty whatsoever not expressly set forth in this Easement. The Grantor and Grantee hereby agree and acknowledge that the use of the term "Grant" in no way implies that this Easement is free of liens, encumbrances and/or prior rights. Notice is hereby given to Grantee that any prior grant and/or encumbrance may be of record and Grantee is advised to examine the records in the Archives and Records Division of the Texas General Land Office, 1700 North Congress Avenue, Austin, Texas, 78701, and all other land title records of the county in which the property is located, the provisions of this section shall survive expiration or earlier termination of this agreement.

15. Grantee is expressly prohibited from the removal of trees and/or the alteration of the surface of the property and/or any contiguous property owned by the Grantor without the written authorization of the Grantor. If the Grantee injures or destroys any property within or adjacent to the right-of-way granted (other than property of the Grantee) the Grantee shall, within a reasonable time, rebuild and repair the same to the extent that it will be in as good condition as it were before the Grantee injured or destroyed it or pay the rightful owner of such property for the damages sustained as the result thereof. The Grantee shall pay to the Texas Board of Criminal Justice, for the benefit of the Texas Department of Criminal Justice Operating Expenses, the amount of actual damages done to state-owned property; provided that damages repaired by the Grantee as prescribed above shall not be included.

16. Grantee shall have the right to remove any of its own property from said right-of-way, upon termination or abandonment of this Easement. If Grantee removes any equipment or structures, causing injury thereby to Grantor's surface or improvements thereon, Grantee shall restore same within one hundred eighty (180) days following injury.

17. Except as provided in paragraphs 6 and 7, in the event that Grantee fails to comply with any of the covenants, conditions, terms, undertakings or provisions hereof, Grantor shall notify Grantee in writing of said default and Grantee shall have one hundred twenty (120) days to cure the default; provided however if any such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done, or remedied within said period, then Grantee is deemed in compliance if Grantee commences same within said period and thereafter diligently and continuously prosecutes the same to completion, provided that such completion occur not later than one hundred eighty (180) days from the notice of default. Grantor may terminate this agreement if Grantee fails to cure a default, except a default described in paragraphs 6 and 7, within one hundred eighty (180) days from notice of default. Grantor may terminate this agreement if Grantee fails to cure a default described in paragraph 6 or 7 within fourteen (14) days. Further, no waiver of any default, breach or noncompliance with respect to any of the covenants, conditions, undertakings or provisions hereof which may be given by Grantor shall operate as a waiver of any subsequent or different breach or default or as a waiver of Grantor's rights under this paragraph.

EXECUTED this 10TH day of DECEMBER, 2015.

TEXAS BOARD OF CRIMINAL JUSTICE

By: *Dale Wainwright*
Dale Wainwright, Chairman

APPROVED AS TO LOCATION AND DESCRIPTION:

By: *Dianne Fuller*
Dianne Fuller
TDCJ Agribusiness, Land and Minerals

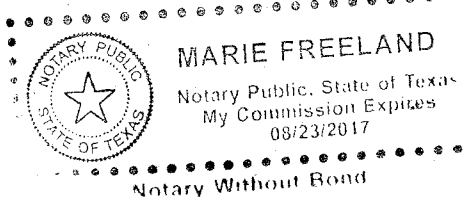
APPROVED AS TO LEGAL FORM:

By: *Sharon Howell*
Sharon Howell
General Counsel
Texas Department of Criminal Justice

STATE OF TEXAS §
COUNTY OF TRAVIS §

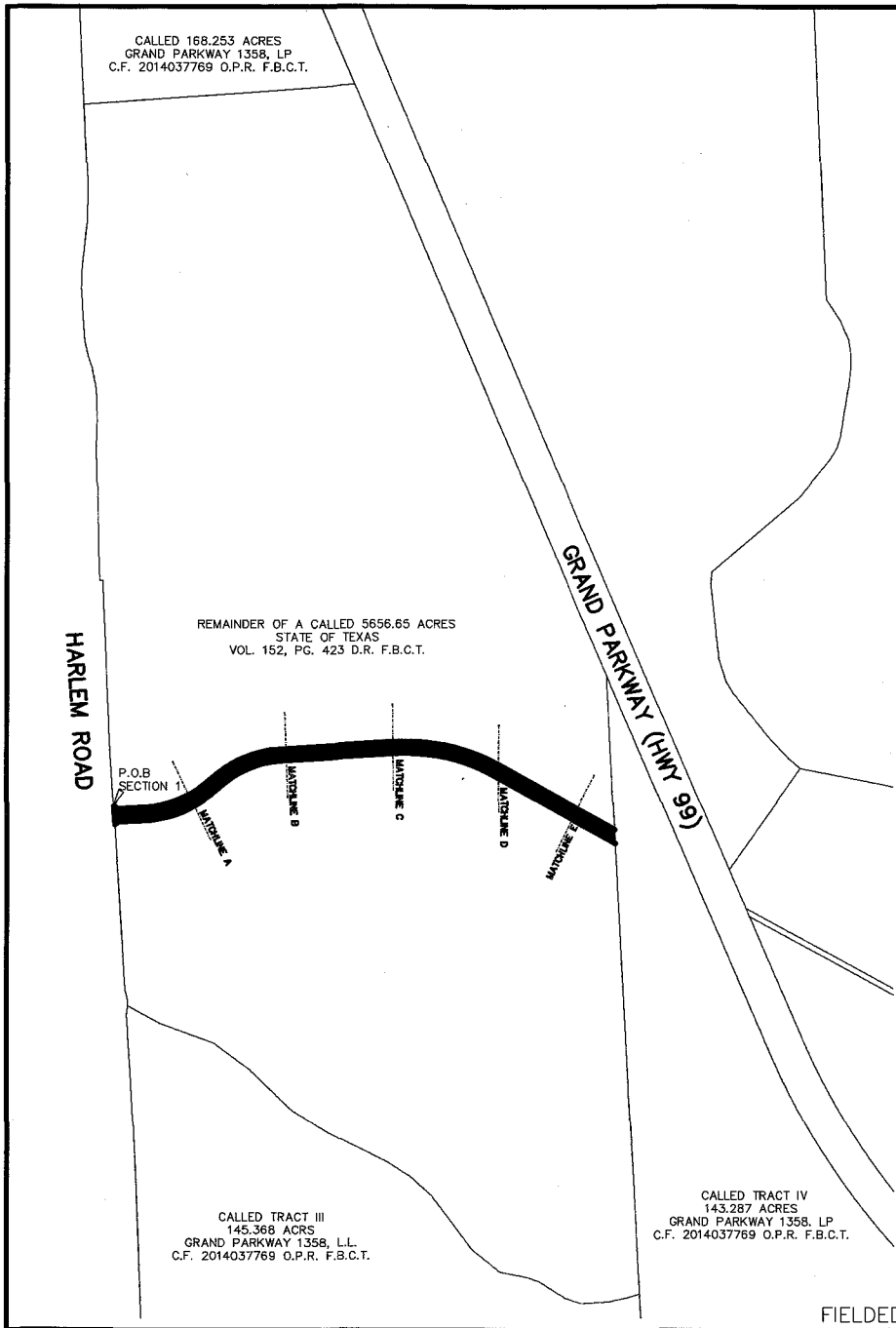
Before me, the undersigned authority, on this day personally appeared Dale Wainwright, Chairman of the Texas Board of Criminal Justice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10TH day of DECEMBER, 2015.



Marie Freeland
Notary Public, State of Texas
Printed Name: MARIE FREELAND
My Commission Expires: 8-23-2017

PLEASE RETURN TO:
Cherrel Langley
Agribusiness, Land and Minerals
Two Financial Plaza, Suite 410
Huntsville, Texas 77340



LEGEND / ABBREVIATIONS

CHAIN LINK FENCE	—○—	C.F.	CLERK'S FILE NUMBER
POWER POLE	—+—	FND.	FOUND
TRAFFIC SIGNAL BOX	—E—	I.R.	IRON ROD
OVERHEAD LINE	—OE—	I.P.	IRON PIPE
IRRIGATION VALVE	—V—	O.P.R. F.B.C.T.	OFFICIAL PUBLIC RECORDS OF
GAS VALVE	—G—	P.O.B.	FORT BEND COUNTY, TEXAS
UNDERGROUND	—U—	R.O.W.	POINT OF BEGINNING
TELEPHONE PEDESTAL	—TP—		RIGHT-OF-WAY
TELEPHONE PEDESTAL	—TPE—		
UNDERGROUND CABLE	—UC—		
PROPERTY MARKER	—P.M.—		
SET 5/8 INCH IRON ROD WITH CAP	—●—		

NOTES

1. The surveyor has not abstracted the site. This survey relies on the survey performed without benefit of title commitment and may not show all easement and encumbrances of record.
2. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (Nad83) and have been brought to the surface by applying the following combined scale factor of 1.000130.

**OWENS ROAD EXHIBIT
SECTION 1
10.58 ACRES (460,792 SQUARE FEET)
OUT OF THE REMAINDER OF A
CALLED 5656.65 ACRES
VOL. 152, PG. 423 D.R. F.B.C.T.
JANE WILKINS SURVEY, ABSTRACT 96
FORT BEND COUNTY, TEXAS**



TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731

P.O.C.
STA: 109+40.00
N: 13791778.604
E: 3012742.436
FND. 5/8" IR W/CAP

OWENS ROAD CONCRETE

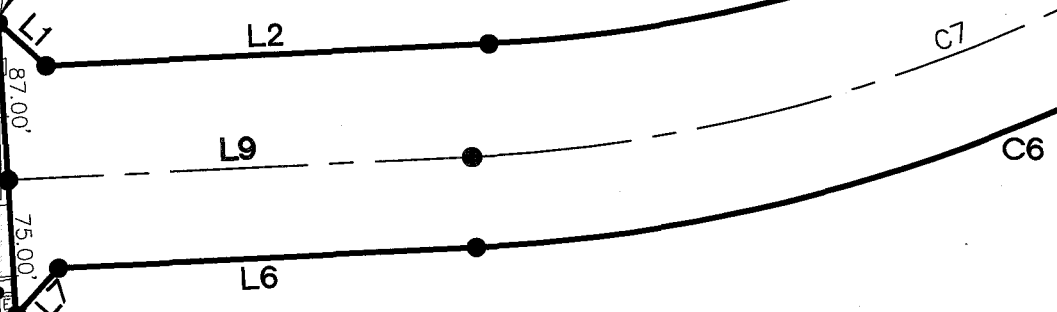
HARLEM ROAD
(PUBLIC R.O.W. VARIES)
(VOL. 63, PG. 203 D.R. F.B.C.T., C.F. 2011015403, 2014037769,
2011015402 & 2012144689 O.P.R. F.B.C.T.)
ASPHALT

REMAINDER OF A CALLED 5656.65 ACRES
STATE OF TEXAS
VOL. 152, PG. 423 D.R. F.B.C.T.

P.O.B.
SECTION 1
N: 13791353.594
E: 3012768.828

PLANTATION DRIVE

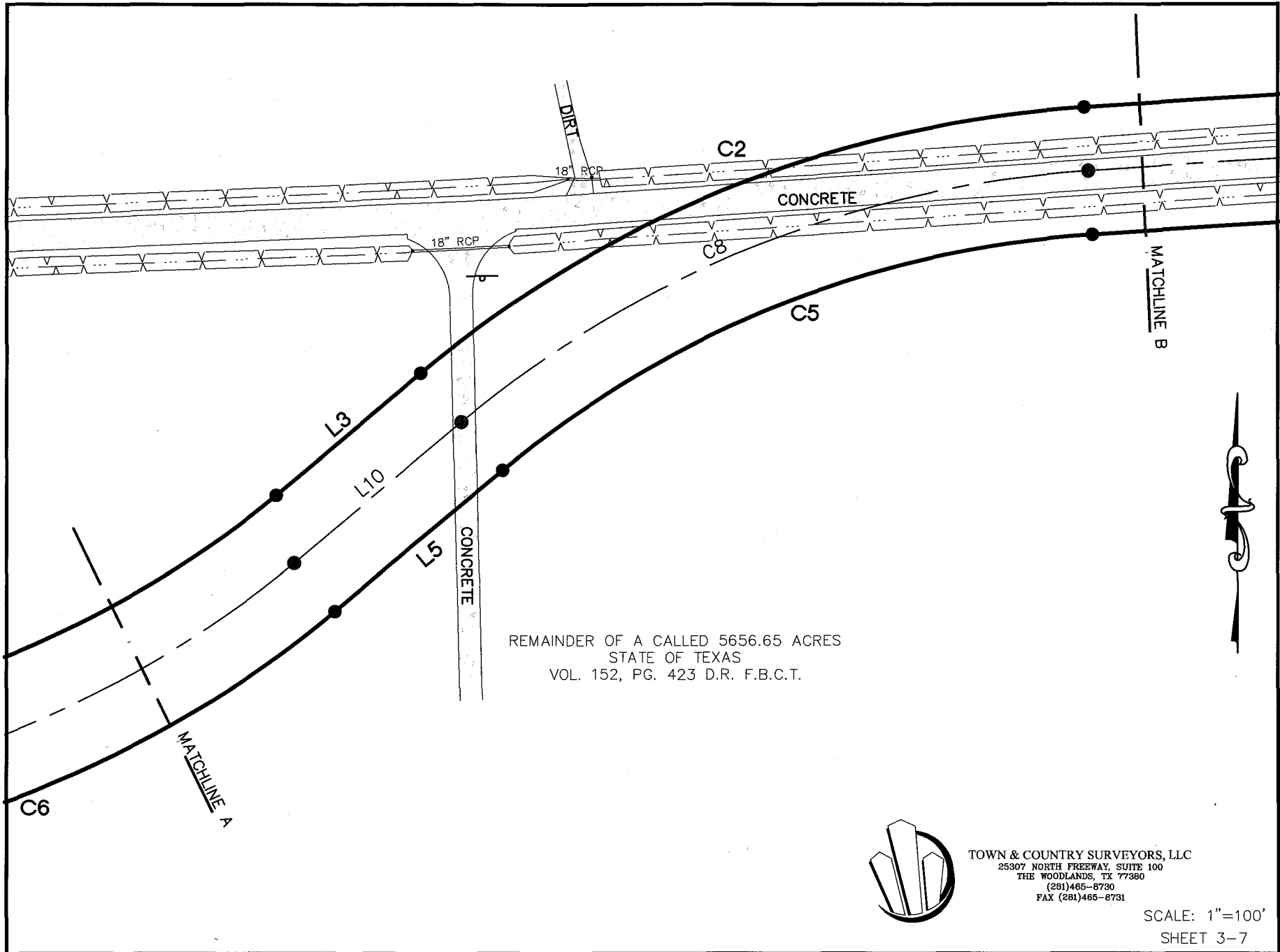
MATCHLINE A



TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731

SCALE: 1"=100'
SHEET 2-7





REMAINDER OF A CALLED 5656.65 ACRES
 STATE OF TEXAS
 VOL. 152, PG. 423 D.R. F.B.C.T.



TOWN & COUNTRY SURVEYORS, LLC
 25307 NORTH FREEWAY, SUITE 100
 THE WOODLANDS, TX 77380
 (281)465-8730
 FAX (281)465-8731

SCALE: 1"=100'
 SHEET 3-7



N 86°19'16" E

956.53'

N 86°19'16" F

956.53'

CONCRETE

15" CMP

24" RCP

S 86°19'16" W

956.53'

MATCHLINE B

MATCHLINE C

REMAINDER OF A CALLED 5856.65 ACRES
STATE OF TEXAS
VOL. 152, PG. 423 D.R. F.B.C.T.

VALVE TANK

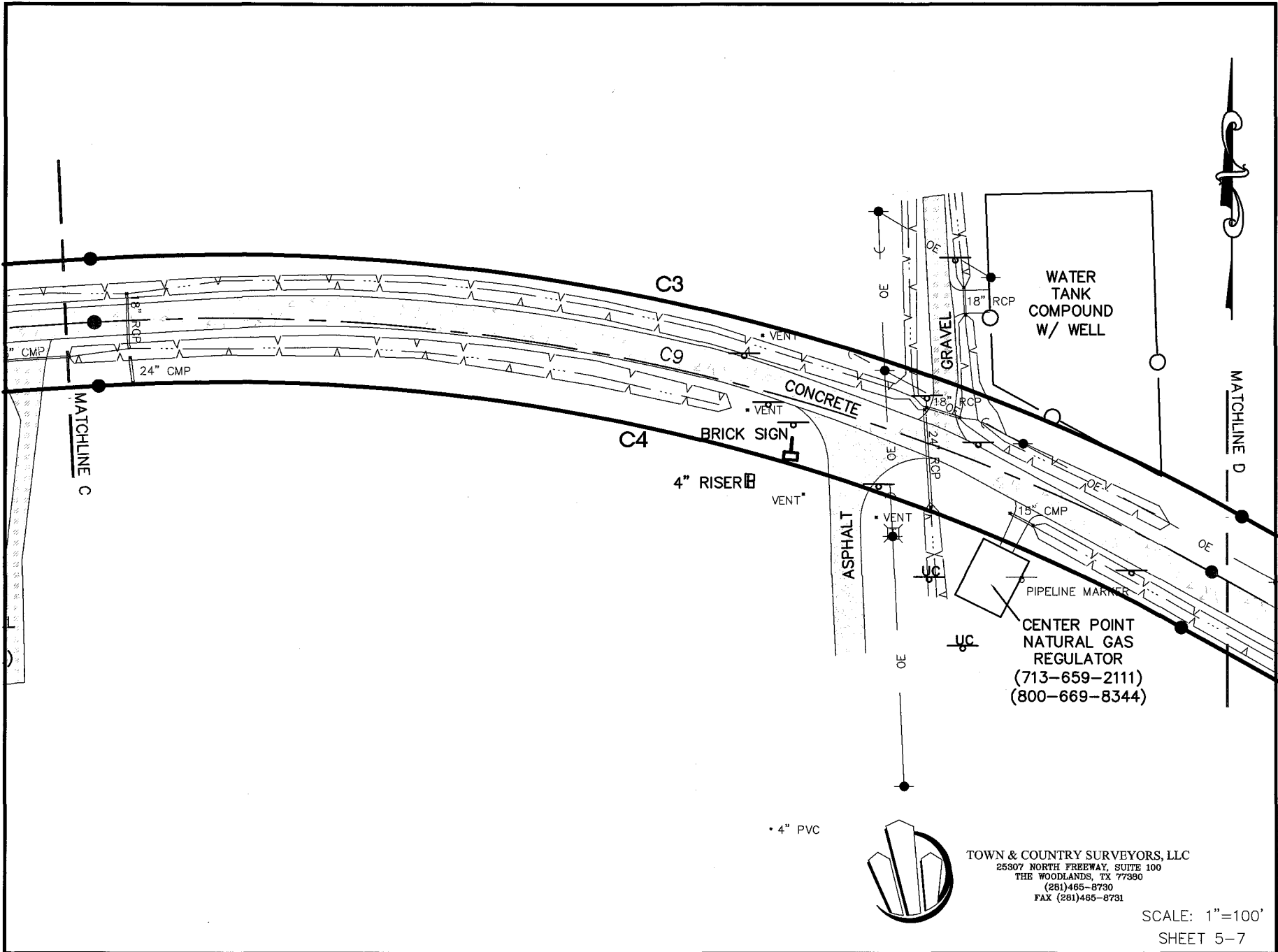
WELL

OLD WELL
SITE
(GRAVEL)



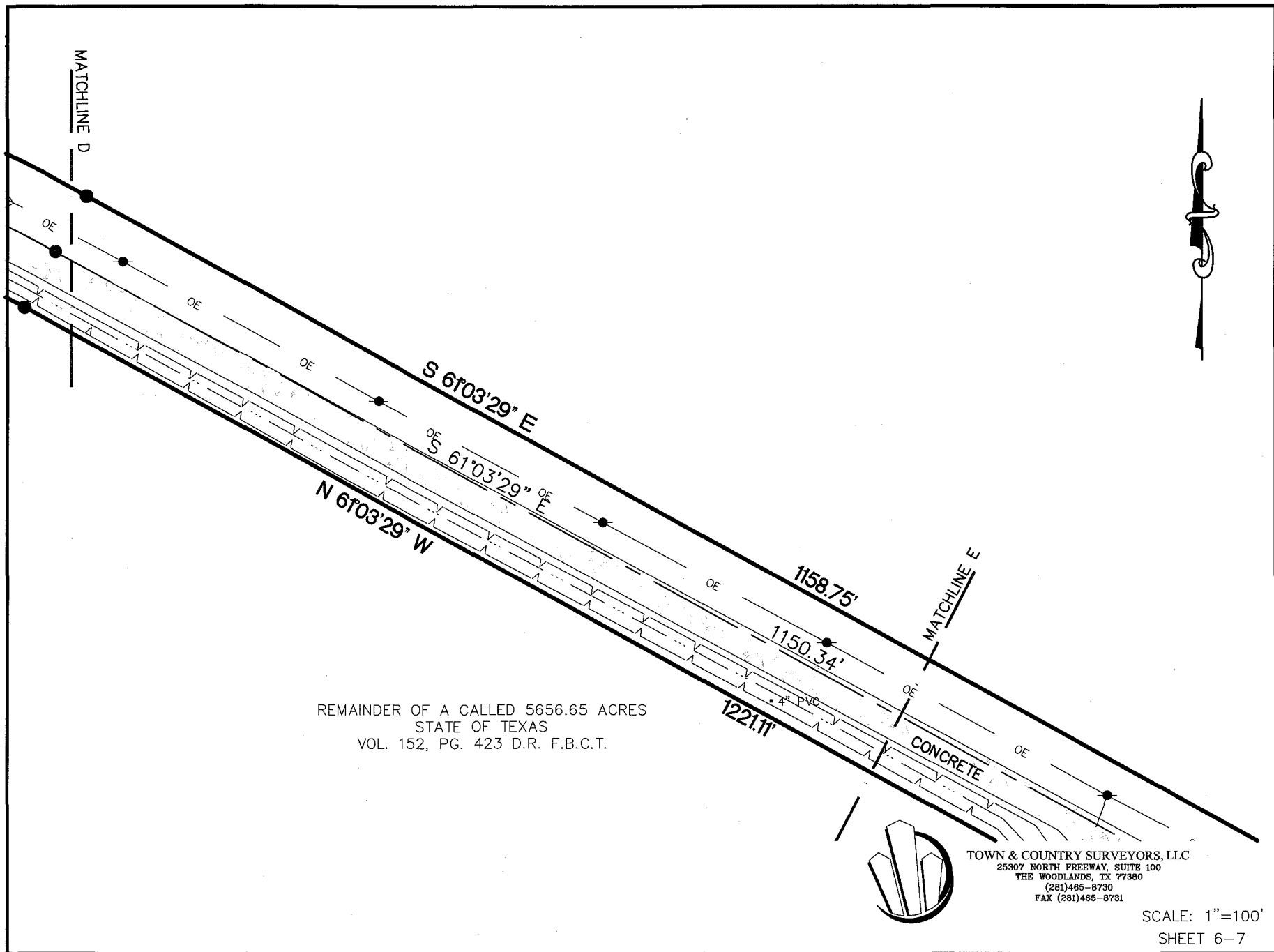
TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281) 465-8730
FAX (281) 465-8731

SCALE: 1"=100'
SHEET 4-7



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 25307 NORTH FREEWAY, SUITE 100
 THE WOODLANDS, TX 77380
 (281)465-8730
 FAX (281)465-8731

SCALE: 1"=100'
 SHEET 5-7



REMAINDER OF A CALLED 5656.65 ACRES
STATE OF TEXAS
VOL. 152, PG. 423 D.R. F.B.C.T.

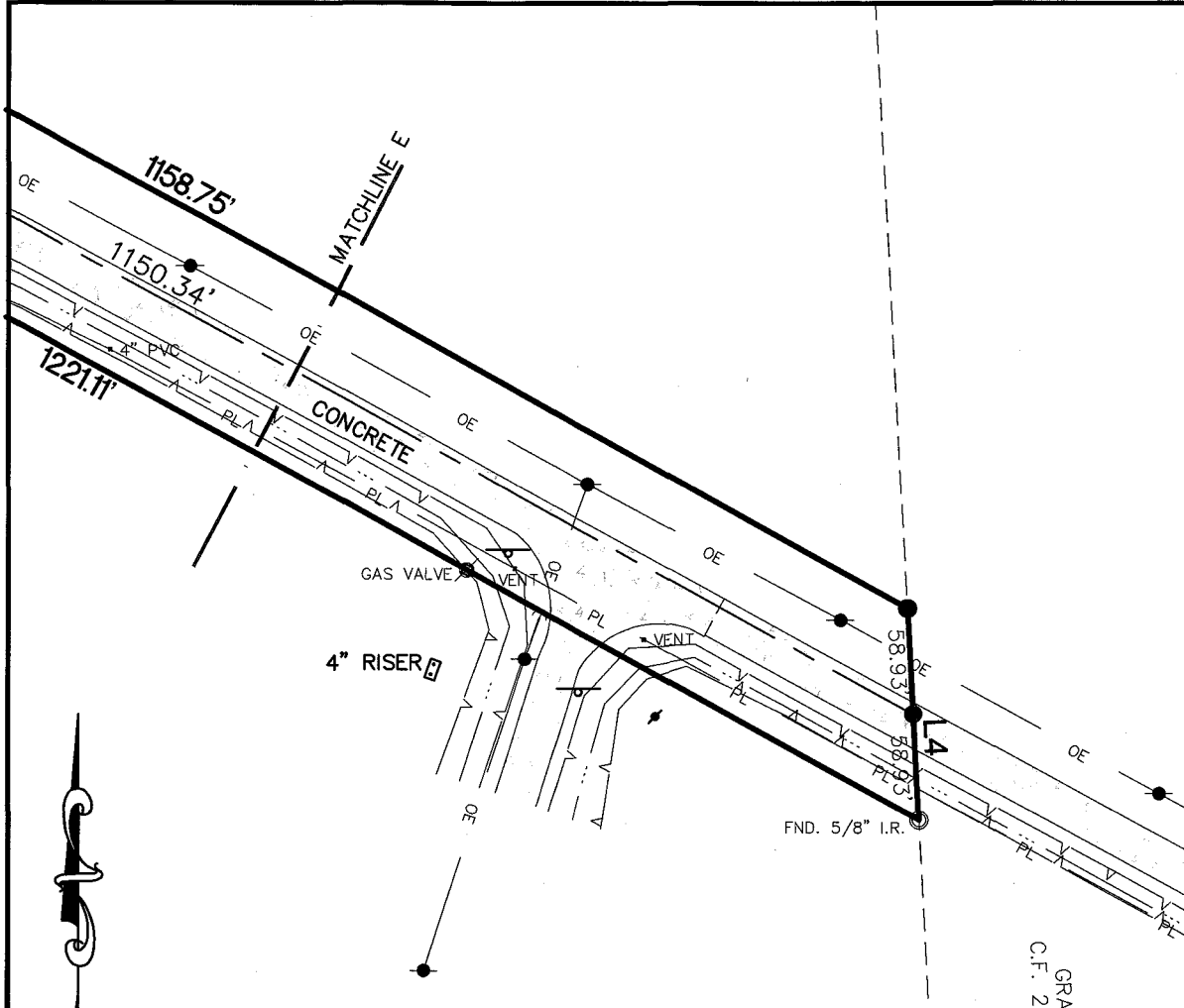


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THE WOODLANDS, TX 77380
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FAX (281)465-8731

SCALE: 1"=100'
SHEET 6-7

LINE TABLE		
LINE	BEARING	LENGTH
L1	S48°12'05"E	35.57
L2	N87°09'03"E	243.73
L3	N50°01'10"E	149.90
L4	S03°00'25"E	117.85
L5	S50°01'10"W	173.14
L6	S87°09'03"W	229.86
L7	S41°47'55"W	35.14
L8	N03°33'12"W	162.01
L9	N87°09'03"E	255.47
L10	N50°01'10"E	173.14

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHD. BRG	CHD.
C1	810.00	524.93	37°07'53"	N68°35'06"E	515.79
C2	900.00	570.23	36°18'06"	N68°10'13"E	560.74
C3	1650.00	899.98	31°15'04"	S78°05'07"E	888.85
C4	1550.00	843.04	31°09'47"	N78°08'01"W	832.69
C5	800.00	506.87	36°18'06"	S68°10'13"W	498.43
C6	900.00	583.26	37°07'53"	N68°35'06"W	573.11
C7	850.00	550.86	37°07'53"	N68°35'06"E	541.27
C8	850.00	538.55	36°18'06"	S68°10'13"W	529.58
C9	1600.00	910.95	32°37'15"	N77°22'06"W	898.70



REMAINDER OF A CALLED 5656.65 ACRES
STATE OF TEXAS
VOL. 152, PG. 423 D.R. F.B.C.T.

CALLED TRACT IV
143.287 ACRES
GRAND PARKWAY 1358, LP
C.F. 2014037769 O.P.R. F.B.C.T.

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731



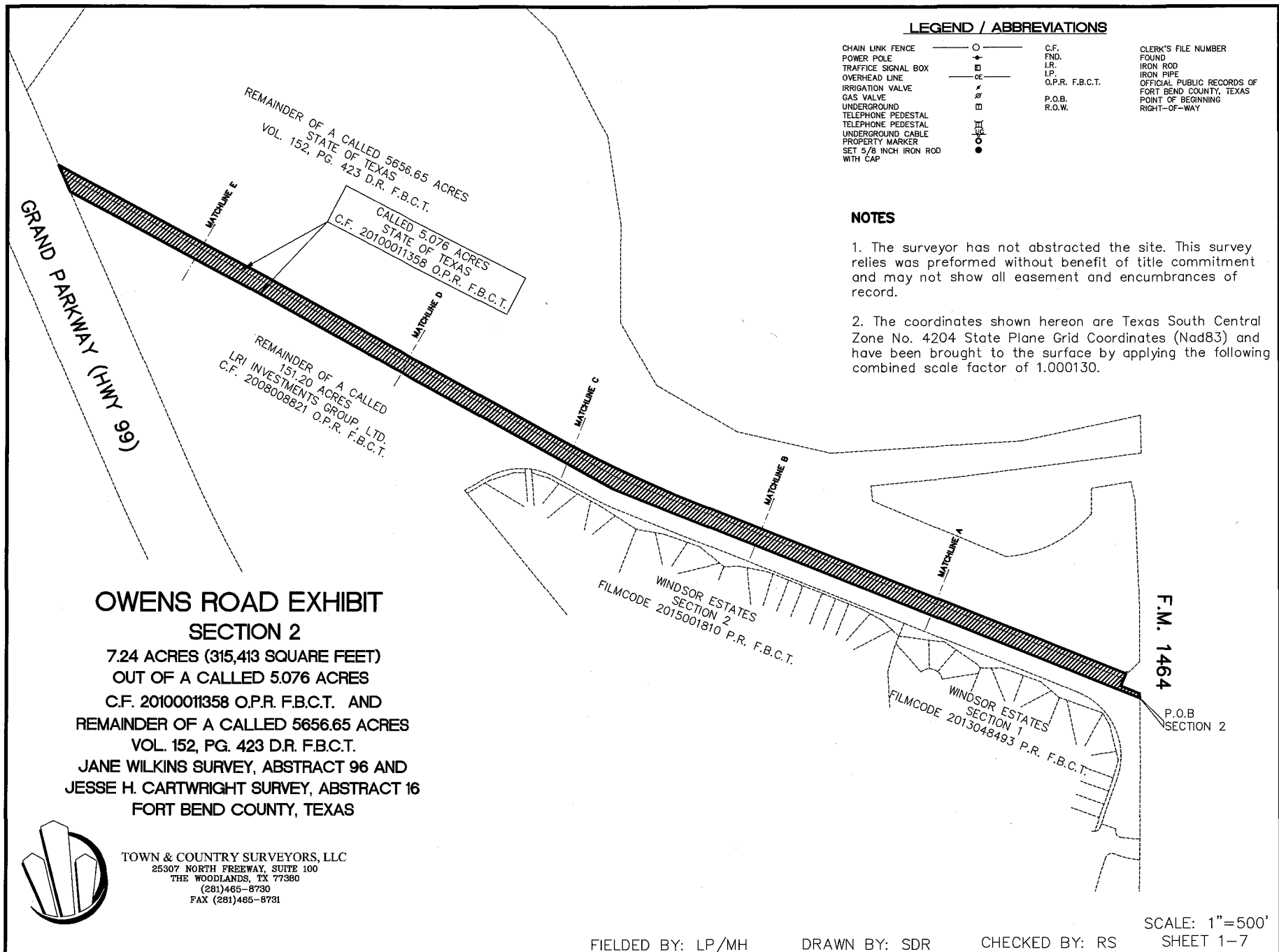
SCALE: 1"=100'
SHEET 7-7

LEGEND / ABBREVIATIONS

CHAIN LINK FENCE	—○—	C.F.	CLERK'S FILE NUMBER
POWER POLE	+	FND.	FOUND
TRAFFIC SIGNAL BOX	⊞	I.R.	IRON ROD
OVERHEAD LINE	—○—	I.P.	IRON PIPE
IRRIGATION VALVE	⊞	O.P.R. F.B.C.T.	OFFICIAL PUBLIC RECORDS OF
GAS VALVE	⊞	P.O.B.	FORT BEND COUNTY, TEXAS
UNDERGROUND	—○—	R.O.W.	POINT OF BEGINNING
TELEPHONE PEDESTAL	⊞		RIGHT-OF-WAY
TELEPHONE PEDESTAL	⊞		
UNDERGROUND CABLE	—○—		
PROPERTY MARKER	●		
SET 5/8 INCH IRON ROD WITH CAP	●		

NOTES

1. The surveyor has not abstracted the site. This survey relies on the survey performed without benefit of title commitment and may not show all easement and encumbrances of record.
2. The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (Nad83) and have been brought to the surface by applying the following combined scale factor of 1.000130.



**OWENS ROAD EXHIBIT
SECTION 2**

7.24 ACRES (315,413 SQUARE FEET)

OUT OF A CALLED 5.076 ACRES

C.F. 20100011358 O.P.R. F.B.C.T. AND

REMAINDER OF A CALLED 5656.65 ACRES

VOL. 152, PG. 423 D.R. F.B.C.T.

JANE WILKINS SURVEY, ABSTRACT 96 AND

JESSE H. CARTWRIGHT SURVEY, ABSTRACT 16

FORT BEND COUNTY, TEXAS



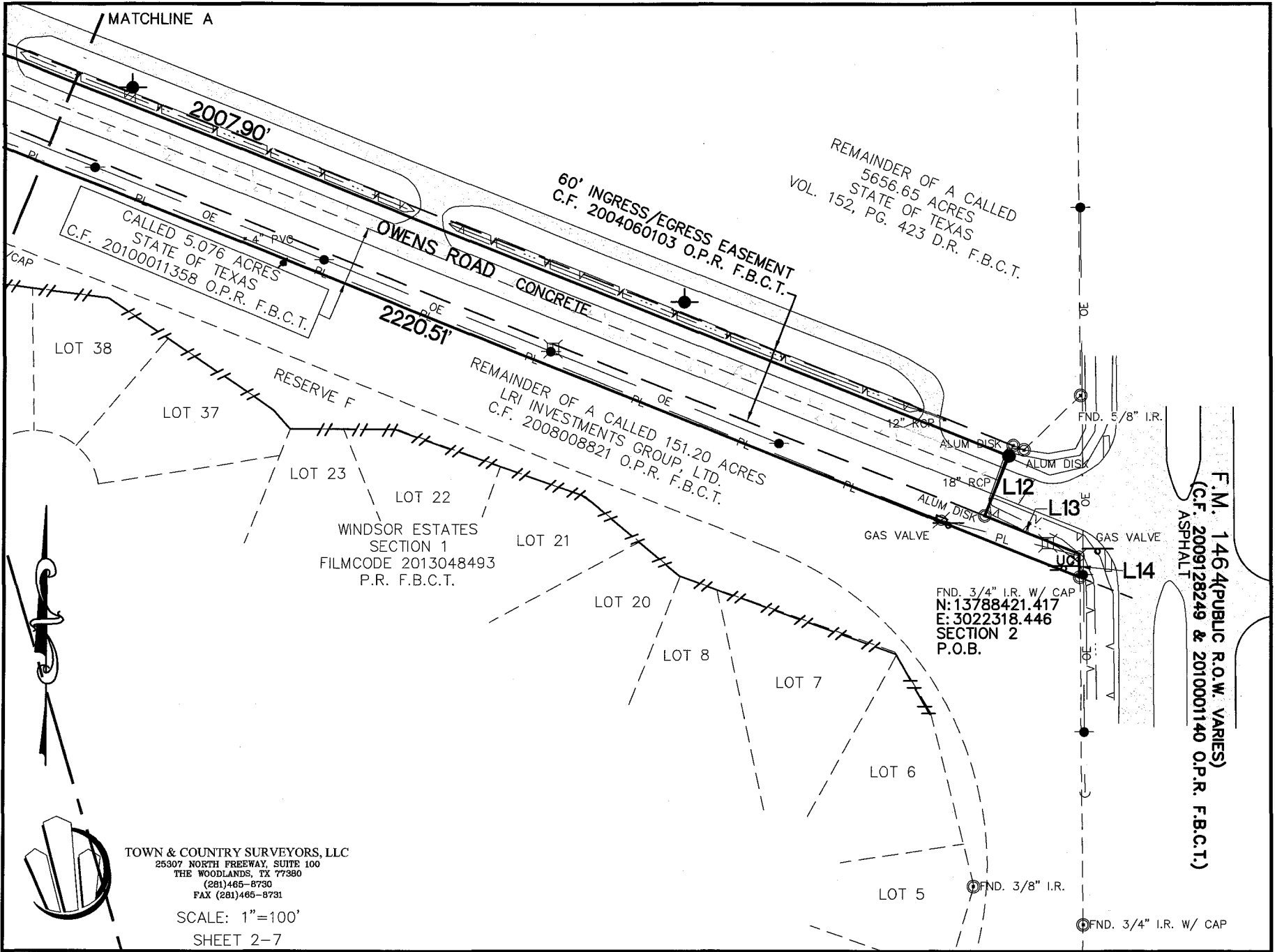
TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731

FIELD BY: LP/MH

DRAWN BY: SDR

CHECKED BY: RS

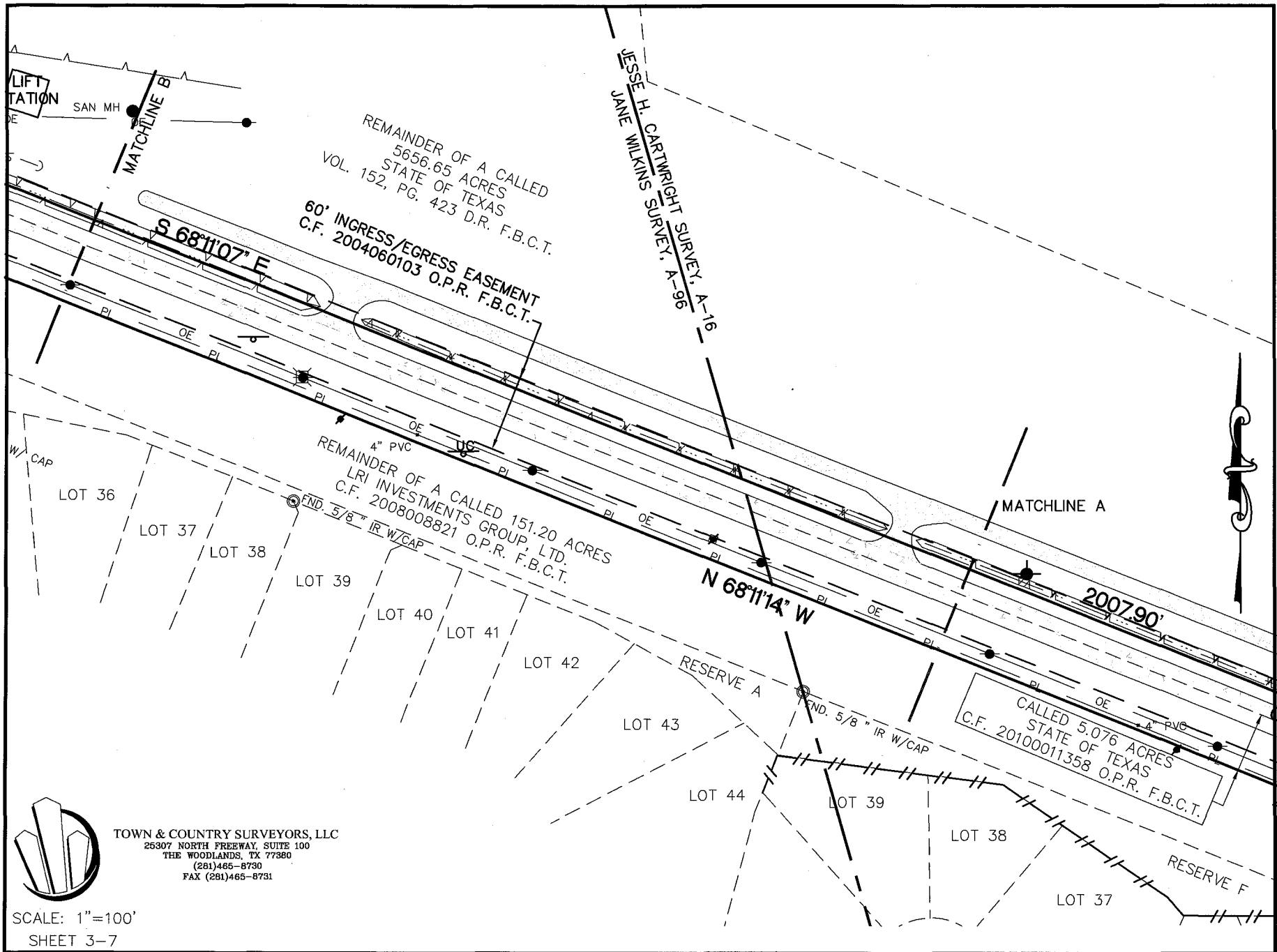
SCALE: 1"=500'
SHEET 1-7



F.M. 146 (PUBLIC R.O.W. VARIES)
 (C.F. 2009128249 & 2010001140 O.P.R. F.B.C.T.)
 ASPHALT

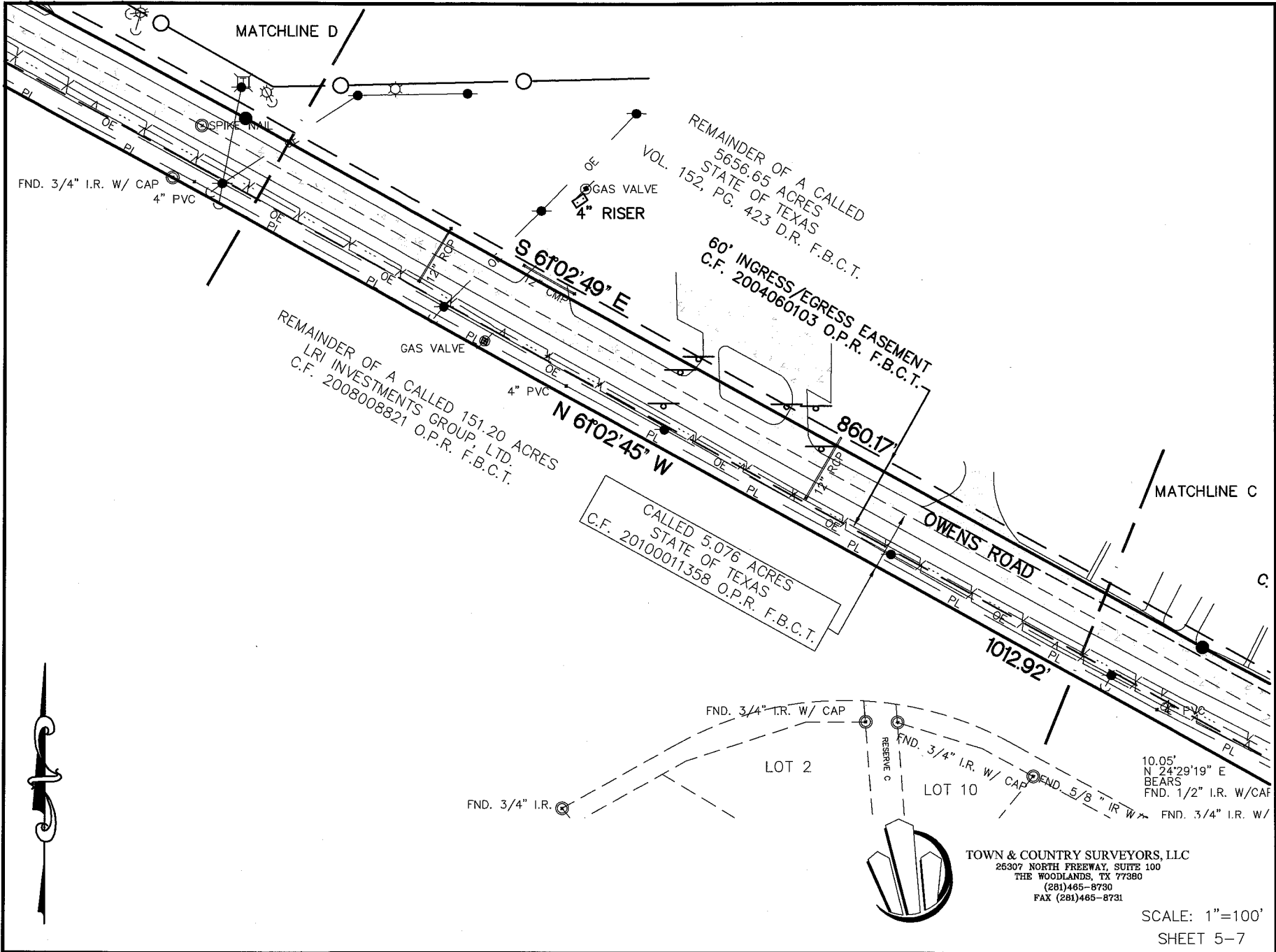
TOWN & COUNTRY SURVEYORS, LLC
 25307 NORTH FREEWAY, SUITE 100
 THE WOODLANDS, TX 77380
 (281)465-8730
 FAX (281)465-8731

SCALE: 1"=100'
 SHEET 2-7



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SCALE: 1"=100'
 SHEET 3-7



MATCHLINE D

FND. 3/4" I.R. W/ CAP
4" PVC

SPIKE NAIL

GAS VALVE
4" RISER

REMAINDER OF A CALLED
5656.65 ACRES
STATE OF TEXAS
VOL. 152, PG. 423 D.R. F.B.C.T.

60' INGRESS/EGRESS EASEMENT
C.F. 2004060103 O.P.R. F.B.C.T.

REMAINDER OF A CALLED 151.20 ACRES
LRI INVESTMENTS GROUP, LTD.
C.F. 2008008821 O.P.R. F.B.C.T.

S 61°02'49" E

N 61°02'45" W

860.17'

OWENS ROAD

MATCHLINE C

CALLLED 5.076 ACRES
STATE OF TEXAS
C.F. 20100011358 O.P.R. F.B.C.T.

1012.92'

FND. 3/4" I.R. W/ CAP

LOT 2

LOT 10

10.05'
N 24°29'19" E
BEARS
FND. 1/2" I.R. W/CAP
FND. 3/4" I.R. W/



TOWN & COUNTRY SURVEYORS, LLC
26307 NORTH FREEWAY, SUITE 100
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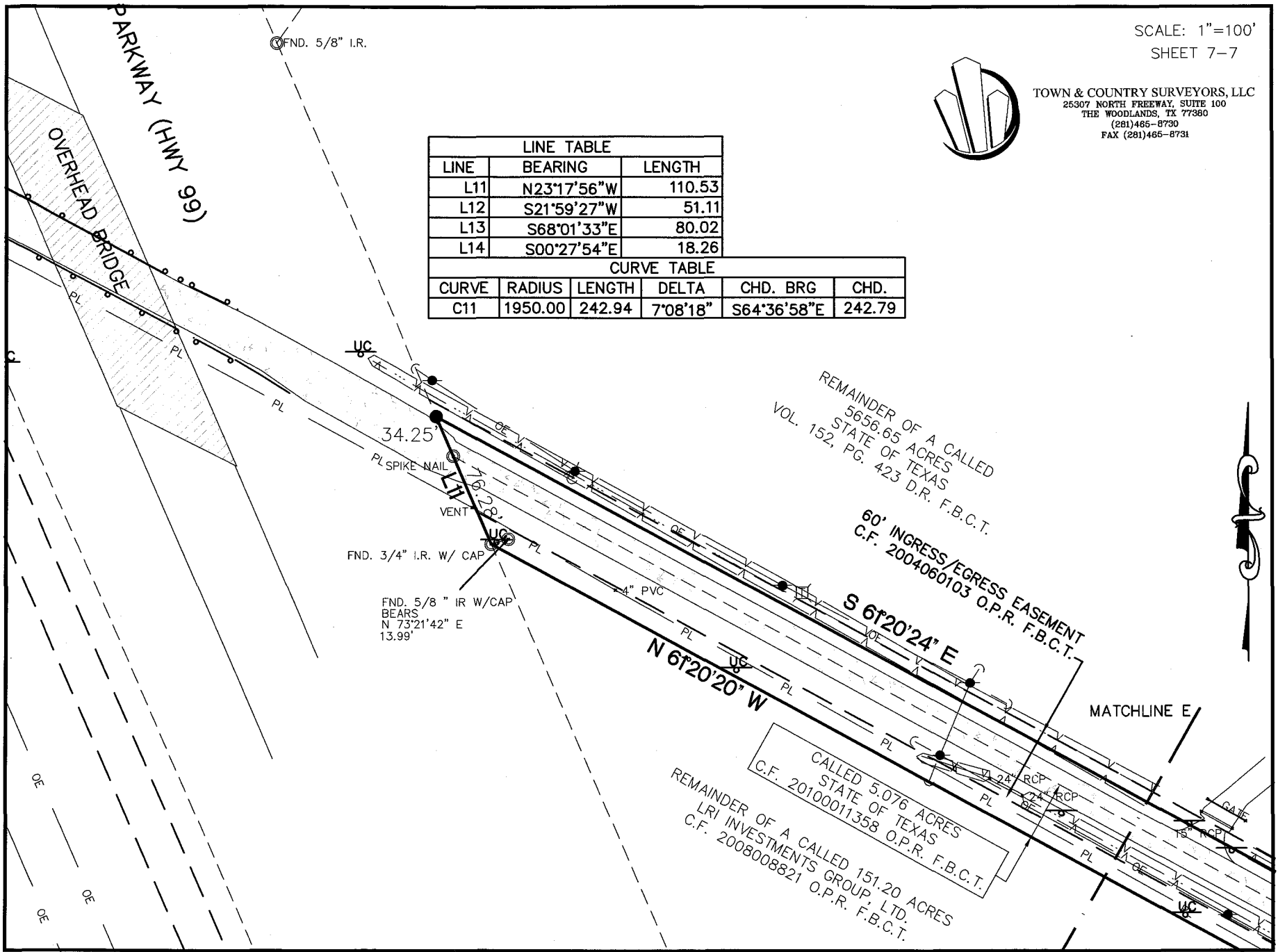
SCALE: 1"=100'
SHEET 5-7



TOWN & COUNTRY SURVEYORS, LLC
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LINE TABLE		
LINE	BEARING	LENGTH
L11	N23°17'56"W	110.53
L12	S21°59'27"W	51.11
L13	S68°01'33"E	80.02
L14	S00°27'54"E	18.26

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHD. BRG	CHD.
C11	1950.00	242.94	7°08'18"	S64°36'58"E	242.79



REMAINDER OF A CALLED
5656.65 ACRES
STATE OF TEXAS
VOL. 152, PG. 423 D.R. F.B.C.T.

60' INGRESS/EGRESS EASEMENT
C.F. 2004060103 O.P.R. F.B.C.T.

CALLER 5.076 ACRES
STATE OF TEXAS
C.F. 20100011358 O.P.R. F.B.C.T.

REMAINDER OF A CALLED 151.20 ACRES
LRI INVESTMENTS GROUP, LTD.
C.F. 2008008821 O.P.R. F.B.C.T.