

164



THE STATE OF TEXAS §
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 §
COUNTY OF FORT BEND §

**DEVELOPMENT AGREEMENT
(CANE ISLAND PARKWAY – FM 1463 TO IH-10)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as "the County"), a body politic acting herein by and through its Commissioners' Court and Ventana Development Katy, Ltd., a Texas limited partnership (hereinafter referred to as "Ventana").

WHEREAS, Cane Island Parkway ("Cane Island") is a proposed public road to be constructed and maintained by the County on right of way that currently adjoins land owned by Ventana; and

WHEREAS, County proposes to construct Cane Island from FM 1463 to Interstate Highway 10 ("IH-10") (the "Project"); and

WHEREAS, Ventana proposes to develop its property adjoining Cane Island (the "Ventana Property"); and

WHEREAS, County and Ventana agree that Ventana Property will substantially benefit from the construction of the Project; and

WHEREAS, County and Ventana agree to jointly participate in the construction of the Project and the acquisition of necessary right of way under the terms agreed to herein; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to County and its citizens to participate in the development of the Project, as provided herein; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, County and Ventana agree as follows:

1. **Description of Project.** The Project consists of the construction of Cane Island Parkway from FM 1463 to IH-10 and the acquisition of all right of way necessary for the construction of the roadway.
2. **Construction of the Project.** In exchange for a contribution to the costs to complete construction of the Project and acquire Parcel 2, County agrees acquire Parcel 2 and complete the construction of the Project in accordance with County design and construction standards.

CCM 9/6/16 #33J
Fort Bend County Clerk
Return Admin Serv Coord

3. Ventana's Responsibilities. Ventana hereby agrees to perform the following:

(a) Contribute to the costs of the Project for a total amount of \$1,477,238.00 ("Total Contribution") allocated as follows:

- i. \$977,238.00 for engineering and construction costs identified as "Total Estimated Project Cost – North of Proposed Bridge" on Exhibit A attached hereto and incorporated herein for all purposes; and
- ii. \$500,000.00 for the acquisition of Parcel 2, a 1.264 acre tract of land described in Exhibit B attached hereto and incorporated herein for all purposes.

(b) Ventana shall pay to County its Total Contribution, upon receipt of County's notice of its intent to award a contract to construct the Project. Ventana's Total Contribution will be available to County for the costs identified in Section 3.a. above, and County shall, in its sole discretion, be entitled to use at any time, all or a portion of Ventana's Total Contribution in connection with any other costs incurred in connection with the completion of the Project.

4. Disclaimer/Waiver of Damages/Liability.

(a) Ventana acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Project, in whole or in part.

(b) Ventana acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the Ventana and/or Ventana Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete the construction of the Project by any certain date and/or as set forth in this Agreement.

(c) Ventana hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), or otherwise, it/they may have with regard to the construction and/or completion of the Project and/or any other act and/or omission relating, directly or indirectly, to the Project, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, solely and directly, the negligence or willful misconduct of County or its authorized officers, agents, representatives or employees

5. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/VENTANA'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) VENTANA ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY VENTANA TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.**

(b) VENTANA RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) VENTANA WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Project only. Further, this Agreement does not waive or limit any of the obligations of Ventana to County under any other order whether now existing or in the future arising.

7. Default. In the event Ventana fails to comply with any of the provisions of this Agreement within sixty (60) business days after Ventana's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

(a) to file this instrument in the Real Property Records of Fort Bend County as a lien and/or encumbrance against Ventana and/or the Ventana Property; and/or

(b) to refuse to accept any portion of any public improvements on the Ventana Property and/or associated with the development of the Ventana Property; and/or

- and/or
- (c) to refuse to finally accept the Ventana Property and/or any portion thereof;
 - (d) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, Ventana will be entitled to seek any remedy available to them at law or in equity.

8. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: County Judge
401 Jackson Street
Richmond, Texas 77469

If to Ventana, to:

Ventana Development Katy, Ltd.
Attention: Paul Grover, Co-Manager of Development
410 Brooks Street
Sugar Land, Texas 77478

(b) Assignment. This Agreement is not assignable by Ventana without the prior written consent of County, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from

the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the Ventana and/or its authorized representatives.

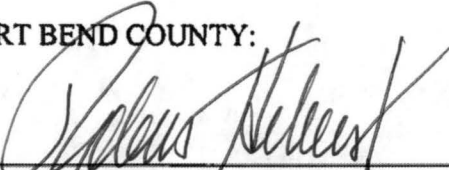
(p) Ventana's Warranties/Representations. All warranties, representations and covenants made by Ventana in this Agreement or in any certificate or other instrument delivered by Ventana to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 4 and 5 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executd by County.

FORT BEND COUNTY:

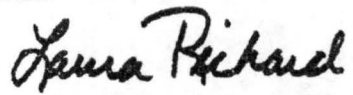


Robert E. Hebert, County Judge

9-6-2016

Date

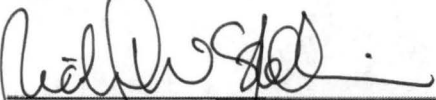
Attest:



Laura Richard, County Clerk




Approved:



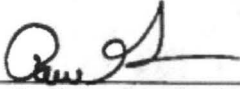
Richard W. Stolleis, P.E., County Engineer

Approved as to legal form:



Marcus D. Spencer, First Assistant County Attorney

Ventana Development Katy, Ltd.,
a Texas limited partnership



By: Paul Grover, Co-Manager of Development

Date: 8/26/16

EXHIBIT A

SECTION I - SITE PREPERATION & WORK ZONE

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total Amount Bid
1	"See Plans"	PROJECT SIGN	EA	1	\$1,000.00	\$1,000.00
2	102	CLEARING AND GRUBBING	AC	4	\$5,000.00	\$20,000.00
Subtotal- Site Preperation & Work Zone						\$21,000.00

SECTION II - REMOVALS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
18	104	REMOVE EXISTING PAVEMENT	SY	1,736	\$10.00	\$17,360.00
21	550	REMOVE AND DISPOSE OF FENCING INCLUDING GATES	LF	101	\$2.00	\$202.00
Subtotal - Removals						\$17,562.00

SECTION III ROADWAY

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
22	TX110	ROADWAY EXCAVATION	CY	645	\$10.00	\$6,450.00
23	TX132	ROADWAY EMBANKMENT	CY	6,467	\$10.00	\$64,670.00
24	TX132	CEMENT STABILIZED ABUTMENT BACKFILL	CY	266	\$40.00	\$10,640.00
25	"See Plans"	PIPELINE CROSSING PROTECTION AT ROADWAY AND PIPELINE INTERSECTIONS	EA	1	\$50,000.00	\$50,000.00
26	221	HYDRATED LIME (ESTIMATED AT 6% BY DRY WEIGHT)	TON	78	\$170.00	\$13,260.00
27	220	LIME TREATED SUBGRADE (8" DEPTH)	SY	4,337	\$4.00	\$17,348.00
28	360	8" JOINT REINFORCED CONCRETE PAVEMENT	SY	4,052	\$55.00	\$222,860.00
32	530	CONC CURB (TY II)	LF	2,495	\$10.00	\$24,950.00
33	530	CONCRETE DRIVEWAYS	SY	210	\$55.00	\$11,550.00
35	TX442	APPROACH SLAB	CY	24	\$700.00	\$16,800.00
36	TX540	METAL BEAM GUARD FENCE	LF	50	\$40.00	\$2,000.00
37	TX540	METAL BEAM GUARD FENCE (THRIE BEAM)	LF	2	\$1,750.00	\$3,500.00
38	TX544	METAL BEAM GUARD FENCE (SGT)	EA	2	\$2,500.00	\$5,000.00
39	TX432	MOW STRIP	CY	8	\$650.00	\$5,200.00
SubTotal Roadway						\$454,228.00

SECTION IV DRAINAGE

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
40	120	CHANNEL EXCAVATION	CY	96	\$12.00	\$1,152.00
41	491	5" THICK SLOPE PAVING	SY	369	\$70.00	\$25,830.00
42	493	BROKEN CONCRETE RIP-RAP (18" THICK), COMPLETE IN PLACE	SY	91	\$120.00	\$10,920.00
43	460	REINFORCED CONCRETE PIPE (CLASS III) (24 IN)	LF	723	\$90.00	\$65,070.00
46	460	REINFORCED CONCRETE PIPE (CLASS III) (42 IN)	LF	290	\$150.00	\$43,500.00
48	460	REINFORCED CONCRETE PIPE (CLASS III) (60 IN)	LF	622	\$225.00	\$139,950.00
50	461	CORRUGATED METAL PIPE (72 IN)	LF	37	\$225.00	\$8,325.00
51	429	TRENCH SAFETY SYSTEM (5 TO 10 FEET)	LF	1672	\$1.00	\$1,672.00
52	TX465	PRECAST TY "A" CONCRETE MANHOLE (ALL DEPTHS)	EA	4	\$4,000.00	\$16,000.00
53	TX465	PRECAST TY "B" CONCRETE MANHOLE (ALL DEPTHS)	EA	4	\$4,500.00	\$18,000.00
55	TX465	TYPE "AAD" INLET	EA	1	\$4,000.00	\$4,000.00
56	TX465	TYPE "C" INLET	EA	5	\$3,500.00	\$17,500.00
Subtotal - Drainage						\$351,919.00

SECTION V BRIDGE

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
Subtotal - Bridge						\$0.00

SECTION VI - SIGNAGE & PAVEMENT MARKINGS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
68	624	ALUMINUM SIGNS	EA	4	\$500.00	\$2,000.00
69	TX666	PAV MRK TY I (W) (4 IN) (SLD)	LF	80	\$0.50	\$40.00
73	TX666	PAV MRK TY I (W) (24 IN) (SLD)	LF	14	\$6.00	\$84.00
74	TX666	PAV MRK TY I (Y) (4 IN) (SLD)	LF	1,037	\$0.50	\$518.50
78	TX672	REFL PAV MRKR TY II-A-A	EA	170	\$4.00	\$680.00
79	TX672	TYPE (Y) BUTTON	EA	475	\$3.00	\$1,425.00
80	TX658	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2	EA	6	\$25.00	\$150.00
82	TX677	ELIM EXT PAV MRK & MRKR (4")	LF	70	\$0.50	\$35.00
83	TX677	ELIM EXT PAV MRK & MRKR (24")	LF	91	\$1.50	\$136.50
84	TX677	ELIM EXT PAV MRK & MRKR (ARROW)	EA	2	\$50.00	\$100.00
85	TX677	ELIM EXT PAV MRK & MRKR (WORD)	EA	2	\$50.00	\$100.00
86	TX644	REMOVE SM RD SN SUP & AM	EA	1	\$120.00	\$120.00

Subtotal - Signage & Pavement Markings \$5,389.00

SECTION VII - TRAFFIC SIGNAL

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
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Subtotal - Traffic Signal \$0.00

SECTION VIII - SWPPP

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
117	724	STABILIZED CONSTRUCTION ACCESS	SY	78	\$25.00	\$1,950.00
118	719	INLET PROTECTION BARRIER - STAGE 1	EA	1	\$100.00	\$100.00
119	741	INLET PROTECTION BARRIER - STAGE 2	EA	5	\$100.00	\$500.00
120	165	HYDRO-MULCH SEEDING OF ALL DISTURBED AREAS	AC	3	\$2,000.00	\$6,000.00
121	162	BLOCK SOD	LF	2518	\$2.00	\$5,036.00
122	713	REINFORCED FILTER FABRIC BARRIER	LF	3066	\$2.00	\$6,132.00

Subtotal - SWPPP \$19,718.00

SECTION IX - ADDITIONAL ITEMS

Item No.	Spec. No.	Item Description	Unit Measure	Unit Quantity	Unit Price	Total in Figures
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Subtotal - Additional Items \$0.00

SUMMARY

SUBTOTAL - SITE PREPARATION & WORK ZONE	\$21,000.00
SUBTOTAL - REMOVALS	\$17,562.00
SUBTOTAL - ROADWAY	\$454,228.00
SUBTOTAL - DRAINAGE	\$351,919.00
SUBTOTAL - BRIDGE	\$0.00
SUBTOTAL - SIGNAGE & PAVEMENT MARKINGS	\$5,389.00
SUBTOTAL - TRAFFIC SIGNAL	\$0.00
SUBTOTAL - SWPPP	\$19,718.00
SUBTOTAL - ADDITIONAL ITEMS	\$0.00
TOTAL ESTIMATE, ALL SECTIONS	\$869,816.00
5% CONTINGENCY	\$43,491.00
TOTAL CONSTRUCTION COST ESTIMATE	\$913,307.00
Design Management (2% of Estimated Construction Cost)	\$18,266.00
Construction Management (2% of Estimated Construction Cost)	\$18,266.00
Construction Materials Testing (3% of Estimated Construction Cost)	\$27,399.00
TOTAL ESTIMATED PROJECT COST - NORTH OF PROPOSED BRIDGE	\$977,238.00

Note: Skipped item numbers reflect items not shown because they did not apply to the portion of the total project north of the bridge.

EXHIBIT B

**METES AND BOUNDS DESCRIPTION
CANE ISLAND PARKWAY
IH-10 TO FM 1463
PARCEL 2
BEING 1.264 ACRES SITUATED IN
THE JESSE BURDITT SURVEY, ABSTRACT NO. 383
FORT BEND COUNTY, TEXAS**

BEING A 1.264 ACRE TRACT OF LAND SITUATED IN THE JESSE BURDITT SURVEY, ABSTRACT NO. 383, FORT BEND COUNTY, TEXAS, BEING A PART OF THAT CERTAIN CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO RANDAL A. EVERITT AND GAYLE EVERITT DATED MAY 13, 1998 AND RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. No.) 9836213, SAID 1.264 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 1-1/4-inch Iron pipe found in the northerly right-of-way line of F.M. 1463 (variable in width at this location) marking the southwesterly corner of the called 5.00 acre tract and the southeasterly corner of that certain called 1.135 acre tract of land described in the deed to County of Fort Bend dated July 1, 2013 and recorded under F.B.C.C.F. No. 2013084558;

THENCE, North 02°04'00" West, along the common line of the called 5.00 acre tract and the called 1.135 acre tract for a distance of 95.07 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" set for corner non-tangentially in the arc of a curve in the proposed easterly right-of-way line of Cane Island Parkway and marking the most southerly corner and POINT OF BEGINNING of the herein described tract of land;

- (1) THENCE, North 02°04'00" West, along the common line of the called 5.00 acre tract and the called 1.135 acre tract, a called 1.171 acre tract of land described in the deed to Kelly and Martin Haisten dated Sept. 19, 2007 and recorded under F.B.C.C.F. No. 2008042302 and a called 1.171 acre tract of land described in the deed to Mayne and Janet Broussard dated Sept. 11, 2000 and recorded under F.B.C.C.F. No. 2000078116, for a distance of 259.53 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" set for corner non-tangentially in the arc of a curve to the left in the proposed westerly right-of-way line of Cane Island Parkway;

THENCE, along the proposed westerly right-of-way line for Cane Island Parkway, the following two (2) courses and distances:

- (2) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 1,010.00 feet, an angle of 20° 18' 50", an arc length of 358.09 feet and a chord bearing North 03°47'33" East, a distance of 356.22 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" set marking a point of tangency;
- (3) THENCE, North 06°21'52" West, a distance of 42.00 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" marking the northwesterly corner of the herein described tract of land set in the northerly line of the called 5.00 acre tract and the southerly line of that certain called 123.4 acre tract of land described in the deed to Jeffrey Bain and Verna Bain dated July 8, 1993 and recorded under F.B.C.C.F. No. 9343844, from which corner a 1-inch iron pipe found marking the northwesterly corner of said called 5.00 acre tract and the southwesterly corner of the called 123.4 acre tract of land bears South 88°00'58" West, a distance of 33.22 feet;
- (4) THENCE, North 88°00'58" East, along the common line of the called 5.00 acre tract and the called 123.4 acre tract for a distance of 100.29 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" marking the northeasterly corner of the herein described tract of land set in the proposed easterly right-of-way line of Cane Island Parkway, from which a 5/8-inch iron rod found marking the northeasterly corner of said called 5.00 acre tract bears North 88°00'58" East, a distance of 154.94 feet;

THENCE, along the proposed easterly right-of-way line for Cane Island Parkway, the following two (2) courses and distances:

- (5) THENCE, South 06°21'52" East, a distance of 34.34 feet to a 5/8-inch capped iron rod stamped "EHRA 713-784-4500" set marking a point of curvature;

- (6) THENCE, in a southerly direction along the arc of said curve to the right having a radius of 1,110.00 feet, an angle of 33° 18' 05", an arc length of 645.15 feet and a chord bearing South 10°17'10" West, a distance of 636.11 feet to the POINT OF BEGINNING and containing 1.264 acres of land. This description accompanies a Land Title Survey (12101950V-RW02.dwg) prepared by EHRA, Inc. dated September 15, 2014 and revised December 19, 2014.

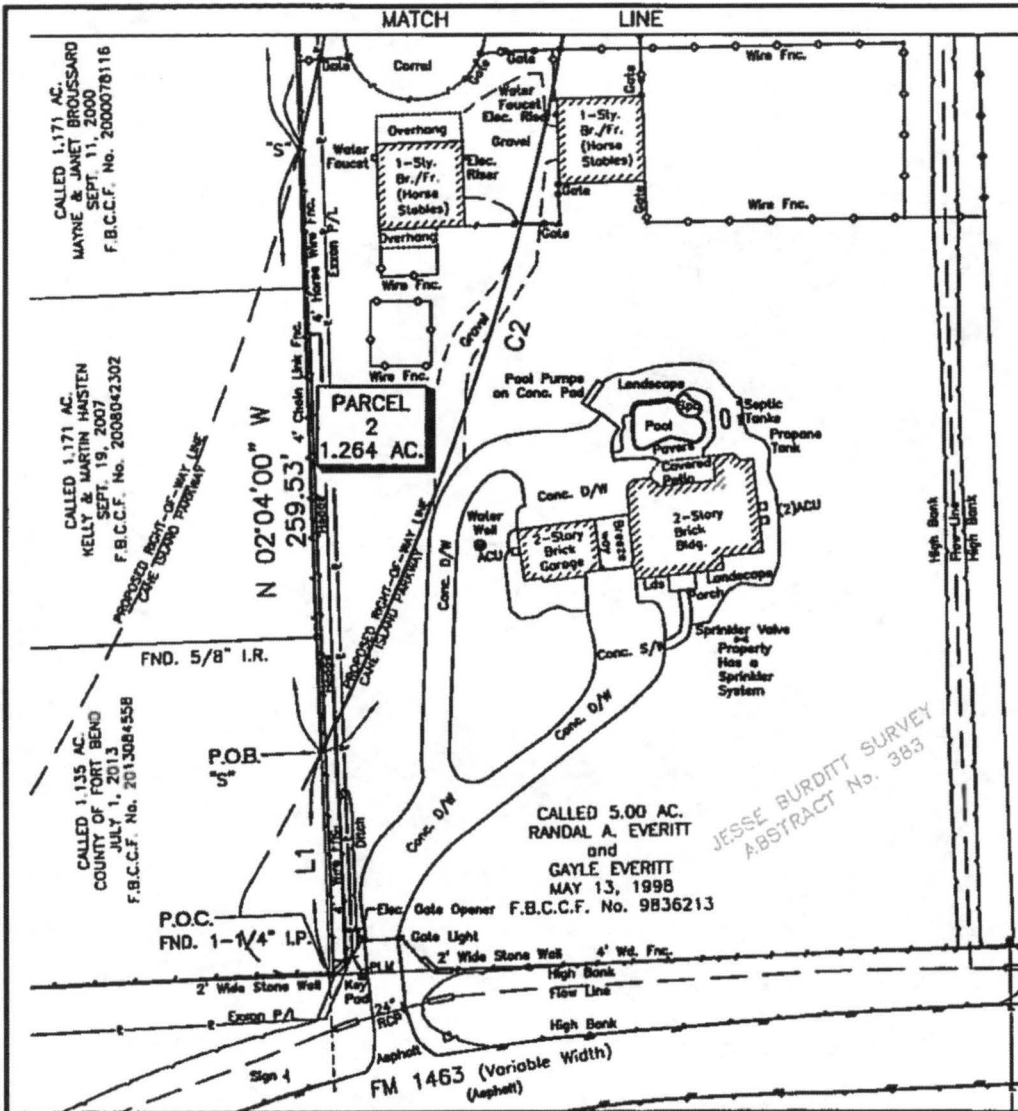
EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10555 Westoffice Drive
Houston, Texas 77042
713-784-4500



Date: September 15, 2014; revised December 19, 2014
Job No: 121-019-50
File No: \\Client\RS\2012\121-019-50\documents\technical\12101950V-RW02-MB.doc

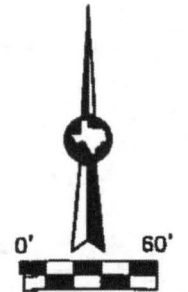


CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,010.00'	20°18'50"	358.09'	N03°47'33"E	356.22'
C2	1,110.00'	33°18'05"	645.15'	S10°17'10"W	636.11'

LINE	BEARING	DISTANCE
L1	N02°04'00"W	95.07'
L2	N06°21'52"W	42.00'
L3	S06°21'52"E	34.34'
L4	S88°00'58"W	33.22'

GENERAL NOTES:

1. The Basis of Bearings for this project is the Texas State Plane Coordinate System of 1983 South Central Zone (4204) based on GPS observations.
2. This survey has been prepared in conjunction with abstract research of ownership deeds and easement documents for the subject tract performed by Percheron Acquisitions, LLC, during January, 2013. No research of the Public Records of Fort Bend County regarding these easements or encumbrances was performed by Edminster, Hinshaw, Russ and Associates, Inc.
3. The area totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.
4. This survey does not determine the location of wetlands, fault lines, toxic waste, cemeteries, landfills, dumps or any other environmental issues.
5. Edminster, Hinshaw, Russ and Associates, Inc. has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
6. All corners for the subject tract are "S" set 5/8-inch capped iron rods stamped "EHRA 713-784-4500", unless otherwise noted.
7. For additional information about the subject tract, see the metes and bounds description prepared separately.



SCALE: 1"=60'

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING

Revised Alignment and Parcel December 18, 2014

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category IA, Condition II Survey.

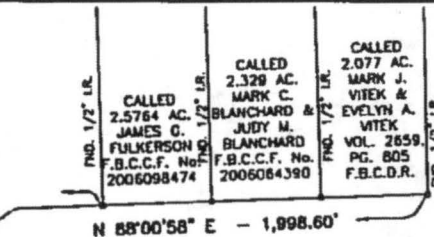
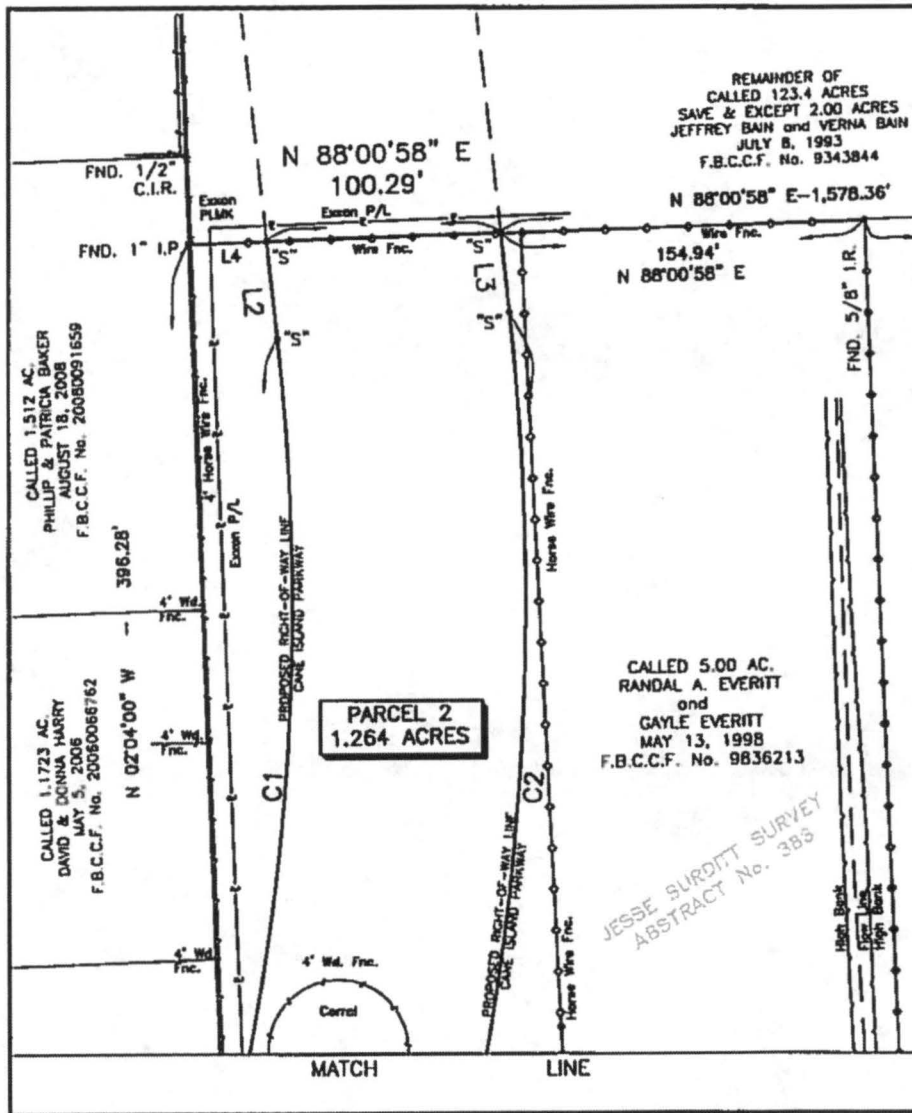
Robert L. Boelsche
Robert L. Boelsche
Registered Professional Surveyor
Texas Registration No. 4448



EHRA
10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TYPE No. F726
TRP No. 1007300

LAND TITLE SURVEY OF A 1.264 ACRE TRACT OF LAND IN THE JESSE BURDITT SURVEY, A-383, FORT BEND COUNTY, TEXAS

DATE: Sept. 15, 2014 SCALE: 1"=60' JOB NO.: 121-019-50
DWG. NAME: 12101950V-RWD2.dwg DRAWING NO.: SHT. 1 of 2



LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,010.00'	20°18'50"	358.09'	N03°47'33"E	356.22'
C2	1,110.00'	33°18'05"	645.15'	S10°17'10"W	636.11'

LINE	BEARING	DISTANCE
L1	N02°04'00"W	95.07'
L2	N06°21'52"W	42.00'
L3	S06°21'52"E	34.34'
L4	S88°00'58"W	33.22'

I hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category IA, Condition II Survey.

Robert L. Boelsche

Robert L. Boelsche
Registered Professional Land Surveyor
Texas



GENERAL NOTES:

- The Basis of Bearings for this project is the Texas State Plane Coordinate System of 1983 South Central Zone (4204) based on GPS observations.
- This survey has been prepared in conjunction with abstract research of ownership deeds and easement documents for the subject tract performed by Percheron Acquisitions, LLC, during January, 2013. No research of the Public Records of Fort Bend County regarding these easements or encumbrances was performed by Edminster, Hinshaw, Russ and Associates, Inc.
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- For additional information about the subject tract, see the metes and bounds description prepared separately.

Revised Alignment and Parcel December 18, 2014

10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TSPE No. F-726
TSPE S No. 10077300

LAND TITLE SURVEY OF A 1.264 ACRE TRACT OF LAND IN THE JESSE BURDITT SURVEY, A-383, FORT BEND COUNTY, TEXAS

DATE: Sept. 15, 2014 SCALE: 1" = 60' JOB NO.: 121-019-50
DWG. NAME: 12101950V-RW02.dwg DRAWING NO.: SHI. 2 of 2

RAC

FORT BEND COUNTY CLERK

RETURN ADMIN SERV COORD

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

September 08, 2016 03:48:12 PM

FEE: \$0.00 DP2
AGREEMNT

2016099668



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ventana Development Katy, LTD
Bay City, TX United States

Certificate Number:
2016-104750

Date Filed:
08/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

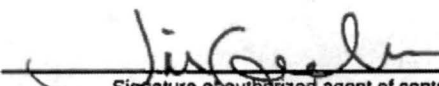
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
NoID
Development Agreement - Cane Island Parkway - FM 1463 to IH-10

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

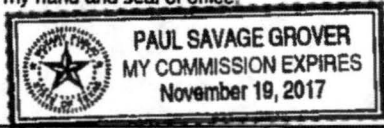
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

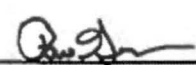


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JAMES B. GROVER, JR. this the 26 day of AUGUST, 2016, to certify which, witness my hand and seal of office.



 _____
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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Ventana Development Katy, LTD
 Bay City, TX United States

Certificate Number:
 2016-104750

Date Filed:
 08/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
 09/06/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NoID
 Development Agreement - Cane Island Parkway - FM 1463 to IH-10

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath