

234



COMMERCIAL LEASE

1. **PARTIES:** The parties to this lease are:
 - Lessor: Fort Bend County, Texas
 - Lessee: Alina Gul

2. **LEASED PREMISES:**
 - A. The Lessor leases to Lessee the following four parcels of real property, known as the "leased premises," along with any improvements: See attached Exhibits A1 – A4, attached hereto and incorporated herein.

3. **TERM:**
 - A. Lessee shall pay the Lessor \$1.00 a year per parcel for each 12-month period, payable upon execution of this lease. After the initial 24-month term, the lease will automatically renew for successive one year periods, with the caveat that by giving 90 days written notice to the Lessee, Fort Bend County/Lessor may terminate the lease. Upon giving notice of termination to lessee at the address agreed to herein, this lease terminates for all purposes. Upon agreement of the Parties, the lease may be terminated as to one or more of the four parcels.

 - B. Place of Payment: Lessee will remit all amounts due to Lessor under this lease to the following person or office at the place stated or to such other person or place as Lessor may later designate in writing:
 - Name: Fort Bend County Director of Facilities Management & Planning
Attention: Facilities Management & Planning
 - Address: 301 Jackson Street
Richmond, Texas 77469

 - C. Method of Payment: Lessee must pay all rent timely without demand, deduction, or offset. If Lessee fails to timely pay any amounts due under this lease or if any check of Lessee is returned to Lessor by the institution on which it was drawn, the Lease may be terminated per Paragraph 17.

4. **TAXES:** Lessee will pay any and all real property taxes assessed against the leased premises.

5. **UTILITIES:** Lessee will, at its own expense, secure any and all utilities and be responsible for paying any and all utilities

6. **INSURANCE:** Lessee shall obtain and maintain throughout the term of this lease, a certificate of insurance indicating coverage in the amounts stated below and provide that such insurance shall not be cancelled or undergo any material changes, except on 30 days' prior written notice to Lessor. All policies shall be underwritten by insurance companies authorized to operate in Texas and maintaining A.M. Best's rating of A-VII or higher on insurance of the following types and minimum limits:
- A. Worker's Compensation insurance in accordance with the laws of the State of Texas. Substitute policies other than Workers' Compensation Insurance will not be allowed.
 - B. Employers' Liability insurance with limit of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - C. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - E. Lessee is responsible to maintain fire and extended coverage insurance on all personal property belonging to Lessee located on the Leased Premises.
 - F. Before the Commencement Date, Lessee must provide Lessor with certificates or affidavits of such insurance and shall, at all times during the lease term deliver to Lessor upon request true and correct copies of said insurance policies. Lessee shall deliver to Lessor certificates of renewal at least 30 days prior to the expiration date of each such policy and copies on new policies at least 30 days prior to terminating any such policies. Fort Bend County, Texas must appear as named insured on the Certificate of Insurance.
 - G. If Lessee fails to maintain the required insurance in full force and effect at all times this lease is in effect, Lessor may:
 - (1) purchase insurance that will provide Lessor the same coverage as the required insurance and Lessee must immediately reimburse Lessor for such expense; and/or
 - (2) exercise Lessor's remedies under ***Paragraph 17.***

7. **PERMANENT STRUCTURES, USE AND BUSINESS HOURS:**

- A. Lessee may not build, construct or locate any permanent building or other structure on the leased premises at any time without the express written approval and authorization of Lessor.
- B. Lessee may use the leased premises for the following purpose and no other: any lawful purpose.
- C. Unless otherwise specified in this lease, Lessee will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Lessee represents it operates.

8. **LEGAL COMPLIANCE:**

- A. Lessee may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, Lessee's association rules, Lessor's rules or regulations, or this lease;
 - (3) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (4) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (5) the permanent or temporary storage of any hazardous material; or
 - (6) the modification of property without prior written authorization from Lessor.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Lessor does not represent or warrant that the leased premises conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ration requirements, and other matters that may relate to Lessee's intended use. Lessee must satisfy itself that the leased premises may be used as Lessee intends by independently investigating all matters related to the use or the leased premises or Property. Lessee agrees that it is not relying on any warranty or representation made by Lessor, Lessor's agent, or employee concerning the use of the leased premises or Property.

9. **SIGNS:**

- A. The maximum number of on premises signs that may exist on the four (4) parcels shall never exceed two (2) signs. Lessee or lessee's tenants will not place or cause to be placed more than two (2) signs at any location on the four (4) parcels of property described in Exhibits A1 – A4. Lessor may remove any unauthorized sign or decorations, and Lessee will promptly reimburse Lessor for its cost to remove any unauthorized sign or decorations. No off premises signs will be permitted. No single sign shall be larger than 4-foot x 8 foot.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Lessor may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Lessee before this lease ends, Lessor may require Lessee, upon move-out and at Lessee's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Lessee. Any signs or decorations that Lessor does not require Lessee to remove and that are fixtures become the property of the Lessor and must be surrendered to Lessor at the time this lease ends. Lessee may remove its fixtures, personal property, trailers, fence and other related items, and Lessor shall not charge Lessee for the cost of removing any remaining fixtures or improvements, such as paving

10. **ACCESS BY LANDLORD:**

- A. During Lessee's normal business hours Lessor may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Lessor may access the leased premises after Lessee's normal business hours if: (1) entry is made with Lessee's permission; or (2) entry is necessary to complete emergency repairs. Lessor will not unreasonably interfere with Lessee's business operations when accessing the leased premises.
- B. During the last 45 days of this lease, Lessor may place a "For Lease" or similarly worded sign on the leased premises.

11. **MOVE-IN CONDITION:** Lessee has inspected the leased premises and accepts it in its present (as-is) condition.

12. **MAINTENANCE AND REPAIRS:**

- A. Repairs of Conditions Caused by Lessee: Lessee must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

13. **ALTERATIONS:**

- A. Lessee may not alter, improve, or add to the Property or the leased premises without Lessor's written consent. Lessor will not unreasonably withhold consent for the Lessee to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Lessee may not alter any locks or any security devices on the Property on the leased premises without Lessor's consent. If Lessor authorizes the changing, addition, or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor.
- C. If a governmental order requires modification or alteration to the leased premises, the Lessee is obligated to maintain and repair the item to be modified or altered at its expense in compliance with the order and in compliance with Paragraphs 13A and 15.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Lessor's property and must be surrendered to Lessor at the time this lease ends, except for those fixtures Lessor requires Lessee to remove under Paragraph 11 or if the parties agree otherwise in writing.

14. **LIENS:** Lessee may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Lessee causes a lien to be filed against the Property or leased premises, Lessee will within 20 days after receipt of Lessor's demand: (1) pay the lien and have the lien released of records; Or (2) take action to discharge the lien. Lessee will provide Lessor a copy of any release Lessee obtains pursuant to this paragraph. Lessor may, at Lessor's election, terminate this lease.

15. **LIABILITY:** To the extent permitted by law, Lessor is NOT responsible to Lessee or Lessee's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property.

16. **INDEMNITY:** Lessee will indemnify, defend, and hold the Lessor harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by Lessee or Lessee's employees, patrons, guests, or invitees.

17. **DEFAULT:**

- A. If Lessor does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Lessee will be in default. If Lessee fails to comply with this lease for any other reason within 10 days after Lessor notifies Lessee of its failure to comply, Lessee will be in default.

- B. If Lessee is in default, Lessor may, with at least 3 days written notice to lessee: (i) terminate this lease, or if Lessee is in default, Lessee will be liable for:
- (1) any lost rent;
 - (2) repairs to the leased premises for use beyond normal wear and tear;
 - (3) all Lessor's costs associated with eviction of Lessee, such as attorney's fees, court costs, and prejudgment interest;
 - (4) all Lessor's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (5) cost of removing any of Lessee's equipment or fixtures left on the leased premises or Property; or any new fixture installed by Lessee after the effective date of this Lease;
 - (6) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Lessee or Lessee's employees, patrons, guests, or invitees in the leased premises or Property;
 - (7) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - 8) any other recovery to which Lessor may be entitled under this lease or under law.

18. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Lessee's property; and (d) "lock-out of Lessee.
19. **HOLDOVER:** If Lessee fails to vacate the leased premises at the time this lease ends, Lessee will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Lessor. No holding over by Lessee, with or without the consent of Lessor, will extend this lease. Lessee will indemnify Lessor and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.
20. **LESSOR'S LIEN AND SECURITY INTEREST:** To secure Lessee's performance under this lease, Lessee grants to Lessor a lien and security interest against all of Lessee's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Lessor may file a financing statement to perfect Lessor's security interest under the Uniform Commercial Code.
21. **ASSIGNMENT AND SUBLETTING:** **ASSIGNMENT AND SUBLETTING:** Lessee may have no more than two (2) tenants at any given time. Any subletting of the lease to a tenant without Lessor's consent is voidable by Lessor. If Lessee sublets any part of the leased premises, Lessee will remain liable for all of Lessee's obligations under this lease.

22. SUBORDINATION:

- A. This lease and Lessee's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property Lessor authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Lessee must, on demand, execute a subordination, attornment, and non-disturbance agreement that Lessor may request that Lessee execute, provided that such agreement is made on the condition that this lease and Lessee's rights under this lease are recognized by the lien-holder.

23. CASUALTY LOSS:

- A. Lessee must immediately notify Lessor of any casualty loss in the leased premises. Within 20 days after receipt of Lessee's notice of a casualty loss, Lessor will notify Lessee if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Lessor can substantially restore the leased premises within 120 days after Lessee notifies Lessor of the casualty loss.
- B. If the leased premises are less than 50% unusable and Lessor can substantially restore the leased premises within 120 days after Lessee notifies Lessor of the casualty, Lessor will restore the leased premises to substantially the same condition as before the casualty. If Lessor fails to substantially restore the leased premises within the time required, Lessee may terminate this lease.
- C. If the leased premises are more than 50% unusable and Lessor can substantially restore the leased premises within 120 days after Lessee notifies Lessor of the casualty, Lessor may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Lessor chooses to restore and does not substantially restore the leased premises within the time required, Lessee may terminate this lease.
- D. If Lessor notifies Lessee that Lessor cannot substantially restore the leased premises within 120 days after Lessee notifies Lessor of the casualty loss, Lessor may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Lessee of the estimated time to restore, and give Lessee the option to terminate this lease by notifying Lessor within 10 days.

- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Lessee notifies Lessor of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unstable
24. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of the Lessor and Lessee has no claim to such proceeds or award.
25. **REPRESENTATIONS:**
- A. Lessee's statements in this lease and any application for rental are material representations relied upon by Lessor. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Lessee makes any misrepresentation in this lease or in any application for rental, Lessee is in default and the lease may be terminated at the Lessor's election.
- B. Lessor is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person.
- C. Each party and each signatory to this lease represents that (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expenses as a result of this representation.
26. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Lessor's Rules and Regulations are made part of this lease, Lessee agrees to comply with the Rules and Regulations as Lessor may, at its discretion, amend from time to time.
27. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:
- Lessor at: Fort Bend County Facilities Management & Planning
c/o Director of Facilities Management & Planning
301 Jackson Street
Richmond, TX 77469

Lessee at: Alina Gul
17207 Kininvie Crossing
Richmond, TX 77407

Haider Zaman
17207 Kinivie Crossing
Richmond, TX 77407

28. **SPECIAL PROVISIONS:** A party to this lease is a local governmental unit. To the extent that this lease agreement requires the approval of the Fort Bend County Commissioners Court, such law, rule or regulation takes precedence of any term in this lease.
29. **AGREEMENT OF PARTIES:**
- A. Entire Agreement: This lease contains the entire agreement between Lessor and Lessee and may not be changed except by written agreement.
 - B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
 - C. Joint and Several: All Lessees are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Lessees regarding any term of this lease, its renewal, or its termination is binding on all Lessees.
 - D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
 - E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
 - F. Waiver: Lessor's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Lessee or any other term in this lease.
 - G. Quiet Enjoyment: Provided that Lessee is not in default of this lease, Lessor covenants that Lessee will enjoy possession and use of the leased premises free from material interference.
 - H. Force Majeure: If Lessor's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause

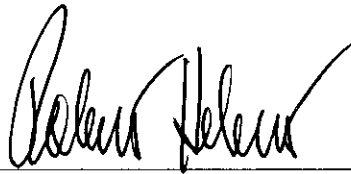
outside Lessor's control, the time for Lessor's performance will be abated until after the delay.

- I. Time: Time is of the essence. The parties require strict compliance with the time for performance.

READ THIS LEASE CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

LESSOR: Fort Bend County, Texas

LESSEE: Alina Gul

BY: 
Robert E. Hebert, County Judge

BY: _____

Printed Name: _____

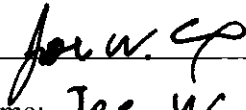
Printed Name: _____

Title: County Judge

Title: _____

Date: 5-9-2017

Date: _____

BY: 
Printed Name: Joe W. Cox

BY: _____

Printed Name: _____

Title: Assistant County Attorney

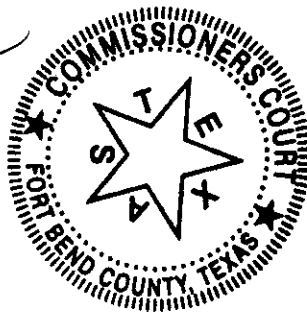
Title: _____

Date: 5/11/2017

Date: _____

ATTEST:


Laura Richard, County Clerk



APPROVED:

outside Lessor's control, the time for Lessor's performance will be abated until after the delay.

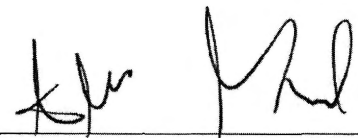
- I. Time: Time is of the essence. The parties require strict compliance with the time for performance.

READ THIS LEASE CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

LESSOR: Fort Bend County, Texas

LESSEE: Alina Gul

BY: _____
Robert E. Hebert, County Judge

BY:  _____

Printed Name: _____

Printed Name: Alina Gul

Title: _____

Title: _____

Date: _____

Date: 5/2/17

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Laura Richard, County Clerk

APPROVED:

AS PER ORIGINAL

MBCO Engineering, LLC.
MOSS | BLETSCH | CRENEK | OLLER

Lot 2

Being a tract of land called containing 0.780 acre (calculated 0.781), more or less, being out of and a part of a 2.4237 acre tract of land, out of the original Cooksey 21.813 acre tract of land in the John Leverton Survey, Abstract 402, Fort Bend County, Texas.

All coordinates and bearings stated herein are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. All distances shown herein are grid. Said 0.781-acre tract is described as follows:

BEGINNING at a found iron rod with cap "South Texas Surveying" and at the northwest corner of the herein described tract;

THENCE, South 39° 00' 58" East, along the north easterly right-of-way of West Bellfort Avenue (100' R.O.W.), a distance of 139.16, to a found 3/8" iron rod with cap "South Texas Surveying" and also being the southwest corner of the herein described tract;

THENCE, North 89° 46' 30" East, a distance of 124.05 feet, to a point;

THENCE, North 86° 55' 58" East, a distance of 130.00 feet, to a point in the westerly right-of-way of Old Richmond Road (variable width right-of-way) and being the southeast corner of the herein described tract;

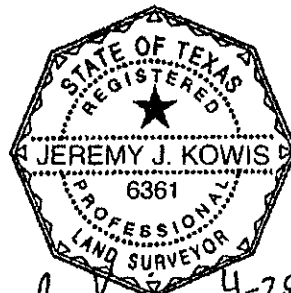
THENCE, North 00° 31' 41" East, along the westerly right-of-way of Old Richmond Road, a distance of 2.33 feet, to a point;

THENCE, in a northwesterly direction with the arc of a curve to the right and along the westerly right-of-way of Old Richmond Road, and having a radius of 1035.00 feet, an arc length of 116.65 feet, a

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central angle of $06^{\circ} 27' 27''$, the long chord bears North $05^{\circ} 00' 15''$ West, a distance of 116.59 feet, to a point and also being the northeast corner of the herein described tract;

THENCE, South $86^{\circ} 55' 33''$ West, a distance of 331.79 feet to the **POINT OF BEGINNING** and containing 0.781-acres of land.



Jeremy J. Kowis 4-28-2016
Jeremy J. Kowis, R.P.L.S. #6361

MBCO Engineering, LLC.
MOSS | BLETSCH | CRENEK | OLLER

LOT 3

Being a tract of land called containing 0.3985 acre situated in the John Leverton Survey, Abstract 402, Fort Bend County, Texas, being part of a tract of land conveyed unto Roy Parikh as recorded under County Clerk's File No. 2004022321 of the Official Public Records of Fort Bend County, Texas.

All coordinates and bearings stated herein are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. All distances shown herein are grid. Said 0.3985-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 3/8" iron rod with cap "South Texas Surveying" and being the northwest corner of the herein described tract;

THENCE, South 39° 00' 58" East, along the north easterly right-of-way of West Belfort Avenue (100' R.O.W.), a distance of 103.54 feet to a found 3/8" iron rod (bent) and being the southwest corner of the herein described tract;

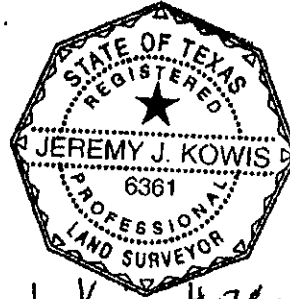
THENCE, North 86° 55' 33" East, a distance of 188.23 feet, to a point in the westerly right-of-way of Old Richmond Road (variable width right-of-way) and being the southeast corner of the herein described tract;

THENCE, North 00° 31' 41" East, along the westerly right-of-way of Old Richmond Road, a distance of 77.80 feet, to a point and being the northeast corner of the herein described tract;

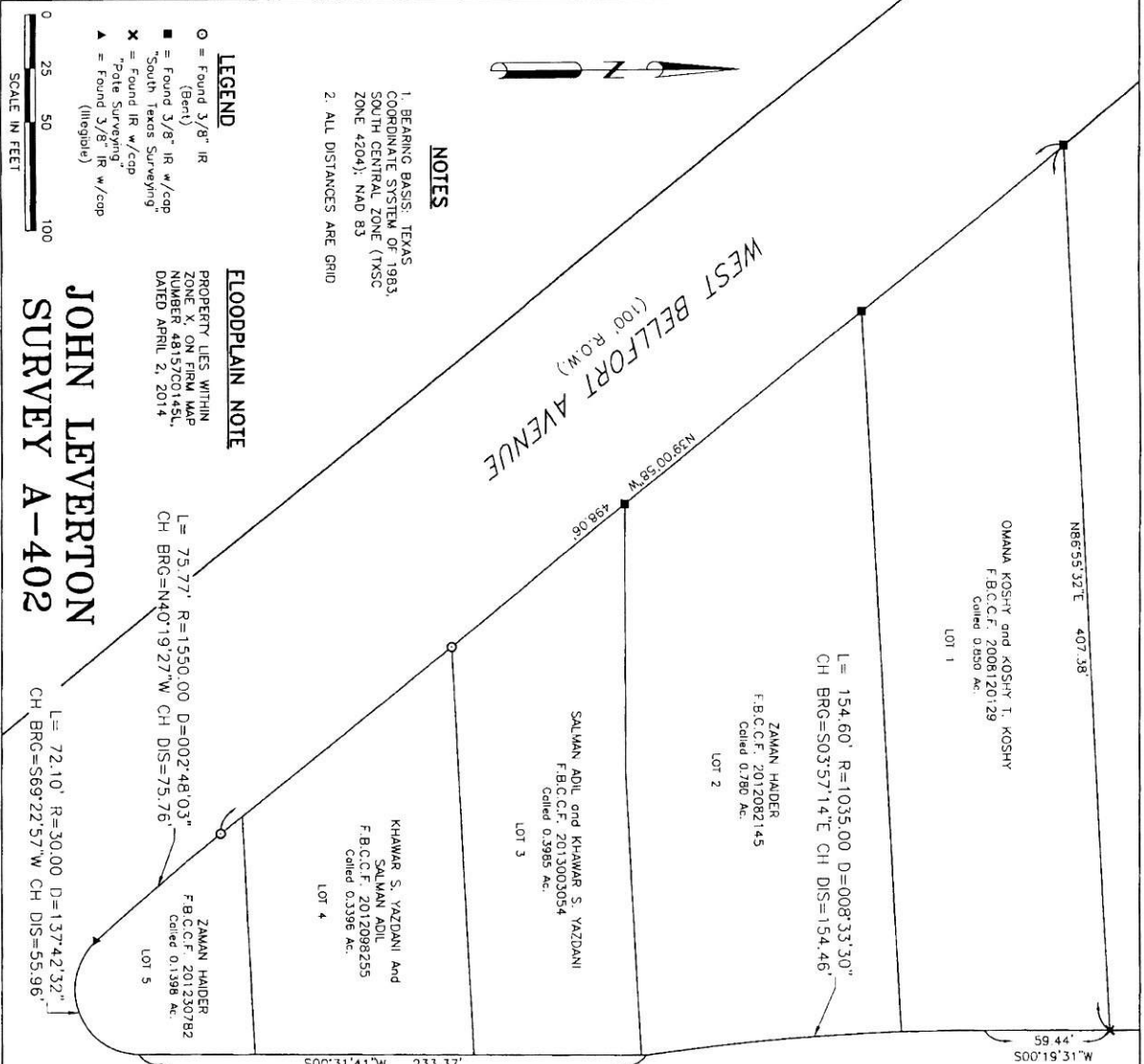
THENCE, South 86° 55' 57" West, a distance of 130.00 feet to a point;

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MOSS | BLETSCH | CRENEK | OLLER

THENCE, South 89° 46' 30" West, a distance of 124.05 feet to the **POINT OF BEGINNING** and
containing 0.3985-acres of land.



Jeremy J. Kowis 4-28-2016
Jeremy J. Kowis , R.P.L.S. #6361



A tract of land containing 2.484 acre tract of land being the remainder of Lots 1, 2, 3, 4, and 5 out of the original Cookley 21.813 Acre tract of land in the John Leaverton Survey, Abstract 402, Fort Bend County, Texas. All coordinates and bearings stated hereon are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. seq. All distances and bearings herein are grid and side called 2.484-acre tract is described as follows:

BEGINNING at a point on the north easterly right-of-way of West Bellfort Street (100 feet wide) and being the northeast corner of said tract;

THENCE, North 86°55'32" East, a distance of 407.38 feet to a found 3/8" iron rod with a cap "Z" Surveying" in the westerly right-of-way of Old Richmond Road (variable width), and also being the northeast corner of said tract;

THENCE, South 00°19'31" West, along the westerly right-of-way of Old Richmond Road, a distance of 59.44 feet to a point;

THENCE, with the westerly right-of-way lines of Old Richmond Road, and in a southeasterly direction with the arc of a curve to the left and having a radius of 1035.00 feet, and arc length of 154.60 feet, a central angle of 08°33'30" and a chord bearing of South 03°57'14" East, and a chord distance of 154.46 feet to a point;

THENCE, South 00°31'41" West, along the westerly right-of-way of Old Richmond Road, a distance of 233.37 feet to a point;

THENCE, in a southeasterly direction with the arc of a curve to the right and having a radius of 30.00 feet, and arc length of 72.30 feet, a central angle of 137°42'32" and a chord bearing of South 69°22'57" West, and a chord distance of 55.96 feet to a found 5/8" IR with cap that is unidentifiable;

THENCE, in a northeasterly direction with the arc of a curve to the left, and having a radius of 1550.00 feet, an arc length of 75.40 feet, a central angle of 02°48'03", the long chord bears North 07°29'27" West a distance of 75.76 feet, to a found bent 3/8" iron rod;

THENCE, North 59°00'38" West, a distance of 498.06 feet to the **POINT OF BEGINNING** and containing 2.484 acres of land.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. KOWIS, R.P.L.S. 6361 ON MAY 31, 2016

JEREMY J. KOWIS, R.P.L.S. NO. 6361
 MAY 31, 2016

MBCO Engineering, LLC.
 MOSS | BLEISCH | CRENEK | OLLER
 13111 Westheimer Road, Suite 307
 The Woodlands, TX 77380
 Phone: 281-766-1651 | www.mbcocad.com

CORNER SURVEY
 4
 2.484 Acre Tract

DATE	APR 27 2016	DATE	APR 27 2016
CREATED BY	JAK	SCALE	1" = 40'
CHECKED BY	CE	SHEET	01

MBCO Engineering, LLC.
MOSS | BLETSCH | CRENEK | OLLER

LOT 4

A called 0.3396 (calculated 0.3400) acre tract of land situated in the John Leverton Survey, Abstract No. 402, Fort Bend County, Texas out of and a part of that 2.4396 acre Lot 4 described in partition deed to Albert Cooksey Filed for record in Volume 932, Page 17 Fort Bend County Deed Records (F.B.C.D.R.) and being out of the original Cooksey 21.813 acre tract.

All coordinates and bearings stated herein are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. All distances shown herein are grid. Said 0.3400-Acre tract is described as follows:

BEGINNING at a point in the west right-of-way line of Old Richmond Road (R.O.W. varies) at the southeast corner of said 2.4236 acre tract and the northeast corner of the Thomas Cooksey, Jr. Lot 5 (Vol. 932, Pg. 21 F.B.C.D.R.) for the Southeast corner of the herein described tract;

THENCE, South 87° 01' 23" West, a distance of 110.02 feet to a point in the north easterly right-of-way of West Belfort Avenue (100' R.O.W.) and being the southwest corner of the herein described tract;

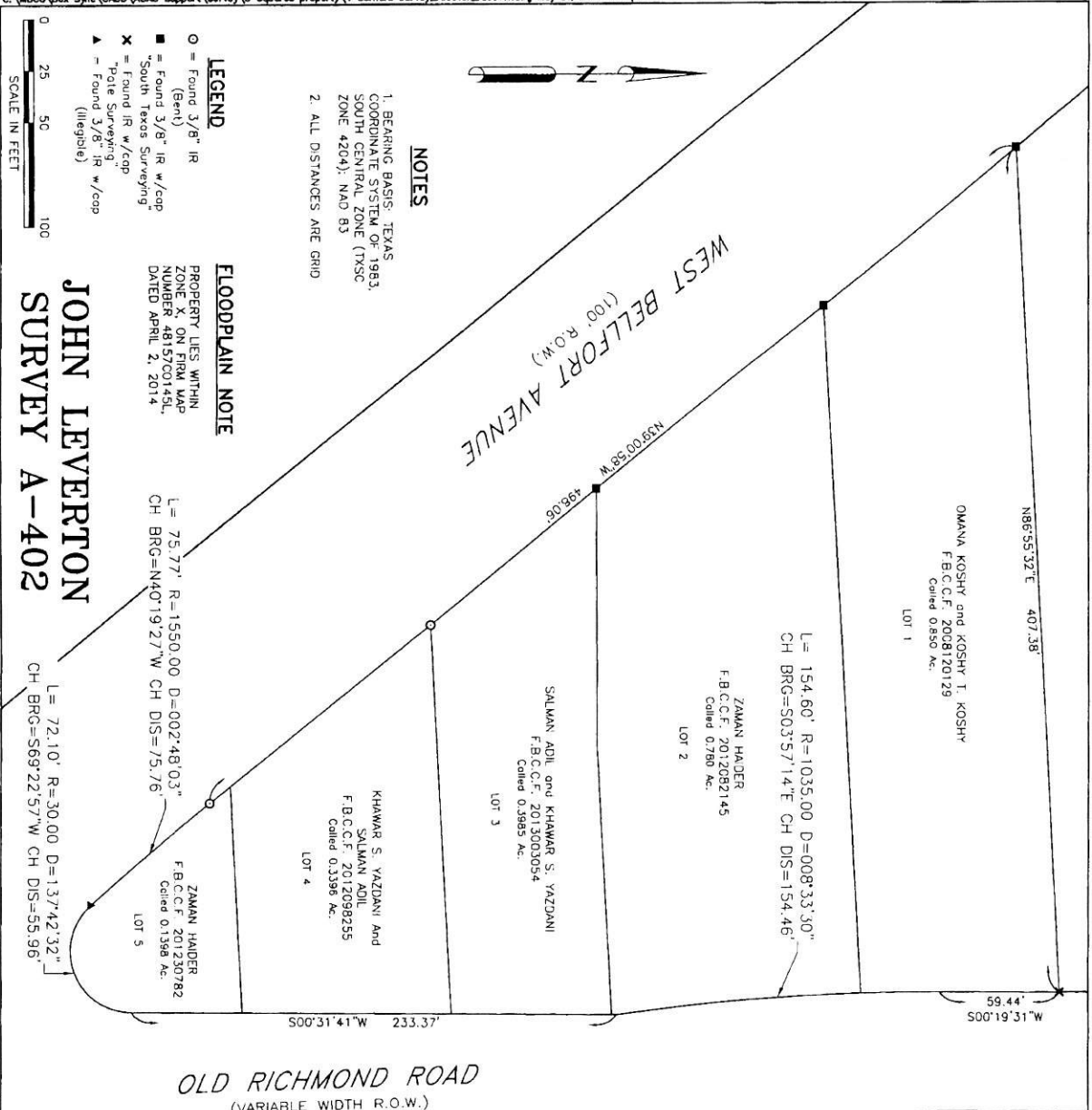
THENCE, North 39° 00' 58" West, along the north easterly right-of-way of West Belfort Avenue, a distance of 122.59 feet to a found 3/8" iron rod (bent), and being the northwest corner of the herein described tract;

THENCE, North 86° 55' 33" East, a distance of 188.23 feet to a point on the westerly right-of-way line of Old Richmond Road, and being the northeast corner of the herein described tract;

MBCO Engineering, LLC.
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THENCE, South 00° 31' 41" West, along the westerly right-of-way line of Old Richmond Road, a distance of 99.63 feet to the POINT OF BEGINNING and containing 0.3400-acres of land.

Jeremy J. Kowit 5-4-2016
Jeremy J. Kowit, R.P.L.S. #6361



A tract of land containing 2.484 Acre tract of land being the remainder of lots 1, 2, 3, 4 and 5 out of the original Cobber 21,833 Acre tract of land in the John Leverton Survey, Abstract 402, Fort Bend County, Texas.

All coordinates and bearings stated herein are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. All distances and bearings herein are grid and said called 2.484-acre tract is described as follows:

BEGINNING at a point on the north easterly right-of-way of West Bellfort Street (100 feet wide) and being the northeast corner of said tract;

THENCE North 46°55'32"E for a distance of 407.38 feet to a found 5/8" iron rod with a cap "Pige Surveying" in the westerly right-of-way of Old Richmond Road (variable width), and also being the northeast corner of said tract;

THENCE South 00°19'31"W, along the westerly right-of-way of Old Richmond Road, a distance of 59.44 feet to a point;

THENCE with the westerly right-of-way lines of Old Richmond Road, and in a southeasterly direction with the arc of a curve to the left and having a radius of 1035.00 feet, and arc length of 154.60 feet, a central angle of 08°33'30" and a chord bearing of S03°57'14"E and a chord distance of 154.46 feet to a point;

THENCE South 00°31'42"W, along the westerly right-of-way of Old Richmond Road, a distance of 233.37 feet to a point;

THENCE in a southeasterly direction with the arc of a curve to the right and having a radius of 30.00 feet, and arc length of 72.10 feet, a central angle of 137°42'32" and a chord bearing of South 69°22'57"W, and a chord distance of 55.96 feet to a found 5/8" IR with cap that is unrecognizable;

THENCE in a northeasterly direction with the arc of a curve to the left, and having a radius of 1550.00 feet, an arc length of 75.77 feet, a central angle of 02°48'03", the long chord bears North 40°19'27"W, and a distance of 75.76 feet to a found bent 3/8" iron rod;

THENCE North 39°00'58"W, a distance of 498.06 feet to the POINT OF BEGINNING and containing 2.484-acres of land;

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. KOWIS, R.P.L.S. 6361 ON MAY 31, 2016

6361
 STATE OF TEXAS
 PROFESSIONAL LAND SURVEYOR
 JEREMY J. KOWIS
 MAY 31, 2016

MOSS | BLETSCH | ORENEN | OLLER
 1311 Westchase Road, Suite 307
 The Woodlands, Texas 77380
 Phone: 281-765-1651 www.mossbletscholler.com

4
 CORNER
 SURVEY

2.484 Acre Tract

DATE	APR 17, 2016	SHEET	01
BY	JMK, LK		
SCALE	AS SHOWN		

LOT 5

A tract of land called containing 0.1398 situated in the John Leverton Survey, Abstract 402, Fort Bend County, Texas being out of a 2.4236 Acre tract called Lot #5 in the partial partition of the Estate of Thomas Cooksey, Sr. deceased as convey to Thomas Cooksey, Jr. be deed recorded in Volume 932, Page 21 of the Fort Bend County Deed Records (F.B.C.D.R.).

All coordinates and bearings stated herein are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. All distances shown herein are grid. Said called 0.1388-acre tract is described as follows:

BEGINNING at a point on the west right-of-way line of Old Richmond Road (variable width right-of-way) and being the northeast corner of the herein described tract;

THENCE, South 00° 31' 41" West, with the west right-of-way line of Old Richmond Road, a distance of 53.61 feet to a point;

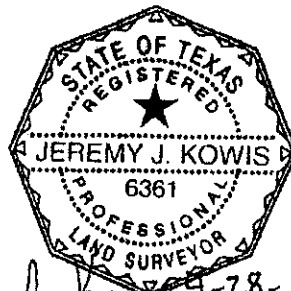
THENCE, with the northeasterly right-of-way lines on West Belfort Street (100 feet wide) as recorded in F.B.C.C.F. 2005087736, and in a southwesterly direction with the arc of a curve to the right having a radius of 30.00 Feet, and arc length of 72.10 feet, a central angle of 137° 42' 32" and a chord bearing of South 69° 22' 57" West, and a chord distance of 55.96 feet to a found 3/8" iron rod with a cap "illegible" and being the southwest corner of this tract;

THENCE, in a northwesterly direction with the arc of a curve to the left, and having a radius of 1550.00 feet, an arc length of 75.40 feet, a central angle of 02° 48' 03", the long chord bears North 40° 19' 27" West a distance of 75.76 feet, to a found 3/8" iron rod (bent);

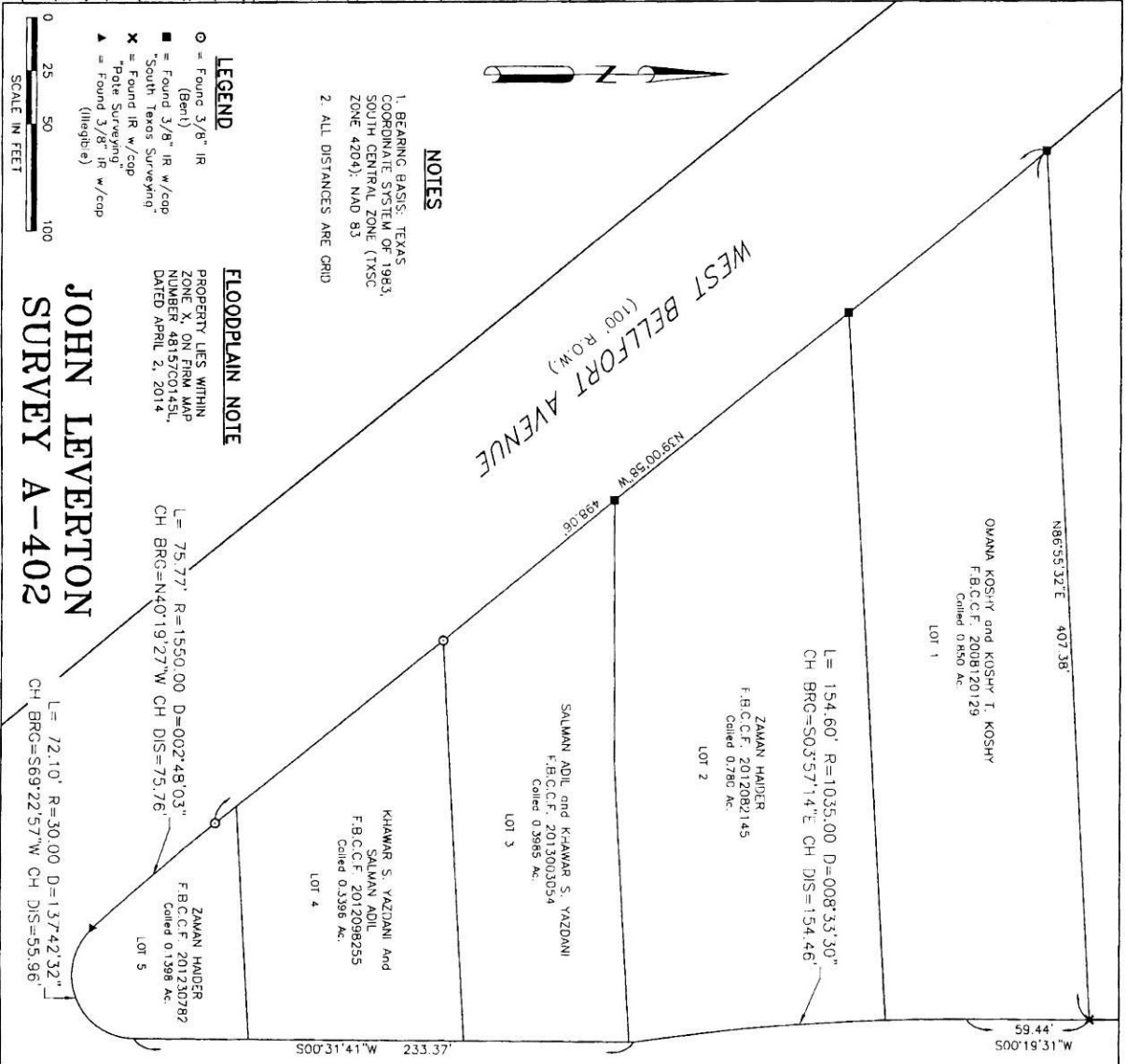
MBCO Engineering, LLC.
MOSS | BLETSCH | CRENEK | OLLER

THENCE, North 39° 00' 58" West, a distance of 12.66 feet to a point and being the northwest corner of herein described tract;

THENCE, North 87° 01' 23" East, a distance of 110.02 feet to the **POINT OF BEGINNING** and containing 0.1398-acres of land.



Jeremy J. Kowis 9-28-2016
Jeremy J. Kowis , R.P.L.S. #6361



OLD RICHMOND ROAD
 (VARIABLE WIDTH R.O.W.)

A tract of land containing 2.484 Acre tract of land being the remainder of lots 1, 2, 3, 4, and 5 out of the original Corderly 73.813 Acre tract of land in the John Leverton Survey, Abstract 402, Fort Bend County, Texas. All coordinates and bearings listed herein are referred to the Texas State Plane Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resource Code, Sec. 21.071, et Seq. All distances and coordinates herein are grid and called 2.484-acre tract is described as follows:

BEGINNING at a point on the north westerly right-of-way of West Bellfort Street (100 feet wide) and being the southwest corner of said tract;

THENCE, North 86° 50' 32" East, a distance of 407.38 feet to a found 3/8" iron rod with a cap "Pine Surveying" in the westerly right-of-way of Old Richmond Road (variable width), and also being the northeast corner of said tract;

THENCE, North 00° 28' 31" West, along the westerly right-of-way of Old Richmond Road, a distance of 59.44 feet to a point;

THENCE, with the westerly right-of-way line of Old Richmond Road, and in a southeasterly direction with the arc of a curve to the left and having a radius of 1035.00 feet, and arc length of 154.46 feet, a central angle of 08° 33' 30" and a chord bearing of South 03° 57' 14" East, and a chord distance of 154.46 feet to a point;

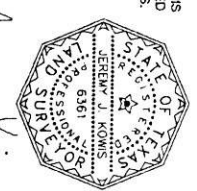
THENCE, South 03° 41' West, along the westerly right-of-way of Old Richmond Road, a distance of 233.37 feet to a point;

THENCE, in a southwesterly direction with the arc of a curve to the right and having a radius of 30.00 feet, and arc length of 72.10 feet, a central angle of 137° 42' 32" and a chord bearing of South 69° 22' 57" West, and a chord distance of 72.10 feet to a found 3/8" iron rod with cap that is unrecognizable;

THENCE, in a northerly direction with the arc of a curve to the left, and having a radius of 1550.00 feet, an arc length of 75.40 feet, a central angle of 02° 48' 03", the long chord bears North 40° 19' 27" West, distance of 75.40 feet, to a found 3/8" iron rod;

THENCE, North 37° 00' 58" West, a distance of 498.06 feet to the POINT OF BEGINNING and containing 2.484-acre of land.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. KOWLS, R.P.L.S. 6361 ON MAY 31, 2016



JEREMY J. KOWLS, P.E.S., NO. 6361
 MAY 31, 2016

MBCO Engineering, LLC.
 MOSS | BLETSCH | CRENEK | OLLER
 13111 Winkler Road, Suite 407
 Houston, Texas 77040
 Phone: 281-766-1251 | www.mbcocorp.com

2.484 Acre Tract
 CORNER SURVEY
 4

Date	June 21, 2016	at the Office	Sheet
Drawn by	JJK	Scale	1" = 40'
Checked by	JK		01

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

May 23, 2017 11:44:06 AM

FEE: \$0.00 SB
LEASE

2017055826



SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THAT FORT BEND COUNTY ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (10.00) and other good and valuable consideration to it in hand paid by Alina Gul ("Grantee"), whose mailing address is: 17207 Kininvie Crossing, Richmond, Texas 77407, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, and upon and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee those certain tracts or parcels of real property situated in Fort Bend County, Texas, described on Exhibit 1 attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements situated thereon, if any, except all of Grantor's right, title and interest, if any, in and to the oil, gas, sulphur, and other minerals in and under and that may be produced from these certain tracts of real property situated in Fort Bend County, Texas, described on Exhibit "1" attached hereto and made a part hereof for all purposes (collectively, the "Property").

This conveyance is expressly made subject and subordinate to all validly existing restrictions, covenants, conditions, rights-of-way, easements, ordinances, maintenance

charges and liens securing said charges, mineral reservations, and royalty reservations, or record, if any, affecting all or any part of the Property.

TO HAVE AND TO HOLD the Property, subject to the matters set forth herein, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its heirs and legal representatives, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or part thereof, by, through or under Grantor, but not otherwise.

Grantor, as a governmental entity, was exempt from payment of ad valorem taxes on the Property during its period of ownership. Grantee shall be responsible for payment of any such ad valorem taxes on Property subsequent to the conveyance herein and applicable to Grantee's period of ownership.

Grantee's address is 17207 Kininvie Crossing, Richmond, Texas 77407.

EXECUTED this 9 day of May, 2017.

FORT BEND COUNTY, TEXAS

BY: *Robert E. Hebert*

Robert E. Hebert,
Fort Bend County Judge

ATTEST: *Laura Richard*

Laura Richard,
Fort Bend County Clerk



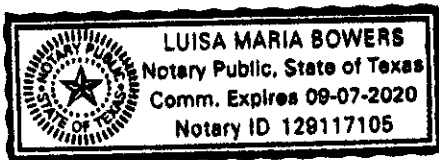
STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

Before me, Luisa Bowers, on this day personally appeared Robert E. Hebert, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Robert E. Hebert executed the same as the act of FORT BEND COUNTY, a Texas governmental entity, as its County Judge, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of May, 2017.

Luisa Maria Bowers
Notary Public, State of Texas

My commission expires: 9-7-2020



AFTER RECORDING RETURN TO:

FORT BEND COUNTY ATTORNEY
401 Jackson St., 3rd Floor
Richmond, Texas 77469

EXHIBIT A
(Description of the Land)

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
Engineering Firm No. E-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 • FAX (281) 341-6333

December 4, 2013
Revised: December 11, 2013

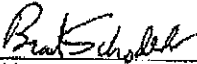
A FIELD NOTE DESCRIPTION of 0.983 acre of Land (42,807 square feet) being the Wille Smith and Emily Smith call one acre tract of Land (Volume 305, Page 25; Deed Records of Fort Bend County, Texas) being out of Block No. 15 of Brown Brothers Subdivision of the John Leverton Survey (Volume 35, Page 232; Deed Records of Fort Bend County, Texas) being in the John Leverton Survey, Abstract No. 402, Fort Bend County, Texas. The bearing basis for this description is referenced to the State Plane Coordinate System, Texas South Central Zone (NAD83) and was determined by Global Positioning System methods.

BEGINNING at a 5/8 inch diameter iron rod with plastic cap set to mark the location of a lone fence corner post (since destroyed) found in the intersection of the occupied Northerly right-of-way line of Boss Gaston Road (no width defined; Volume 35, Page 232; Deed Records of Fort Bend County, Texas) with the occupied Westerly right-of-way line of Gaines Road (no width defined; Volume 35, Page 232; Deed Records of Fort Bend County, Texas); Said corner being the Southeast corner of said call one acre tract and bears North 81 degrees, 36 minutes, 33 seconds East – 1114.78 feet from a 3/4 inch inside diameter iron pipe found for reference in the intersection of the occupied Northerly right-of-way line of said Boss Gaston Road with the Easterly right-of-way line of Ennis Road (60 feet wide – Tract No. 1, call 2.24 acres; Volume 475, Page 151; Deed Records of Fort Bend County, Texas); Said beginning corner being the Southeast corner of this 0.983 acre tract and being located at coordinates North 13,806,863.29 feet and East 3,029,725.32 feet based on the State Plane Coordinate System, Texas South Central Zone (NAD83 grid);

THENCE; South 81 degrees, 36 minutes, 33 seconds West, at 14.31 feet pass a point from which a 5/8 inch diameter iron rod with plastic cap found for reference in the intersection of the monumented Southerly right-of-way line of said Boss Gaston Road with the Westerly right-of-way line of Old Richmond Road (no width defined; Volume 35, Page 232; Deed Records of Fort Bend County, Texas) bears 51.74 feet perpendicular distance Southerly, in all 210.00 feet along the occupied Northerly right-of-way line of said Boss Gaston Road to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of this tract; Said corner being the Southwest corner of said call one acre tract and being the Southeast corner of a call one-half acre tract of Land (Tract No. 1; Volume 857, Page 308; Deed Records of Fort Bend County, Texas) out of the Elfieta Pearl Lundy original call 50.58 acre tract (Second Tract; Volume 251, Page 426; Deed Records of Fort Bend County, Texas); Said corner bears North 81 degrees, 36 minutes, 33 seconds East – 512.20 feet along the occupied Northerly right-of-way line of said Boss Gaston Road from a point at which a 5/8 inch diameter iron rod with plastic cap found for reference in the monumented Southerly right-of-way line of said Boss Gaston Road bears 51.74 feet perpendicular distance Southerly;

A Field Note Description of
0.983 Acres of Land
December 11, 2013
Page Two (2)

- THENCE; North 5 degrees, 31 minutes, 0 seconds East – 210.00 feet along the Westerly line of said call one acre tract being along the Easterly line of said call one-half acre tract to a point inside the base of a thirty-six inch diameter hackberry tree for the Northwest corner of this tract; Said corner being the Northwest corner of said call one acre tract and being the Northeast corner of said call one-half acre tract;
- THENCE; North 81 degrees, 36 minutes, 33 seconds East – 210.00 feet along the Northerly line of said call one acre tract to a 5/8 inch diameter iron rod with plastic cap set for the Northeast corner of this tract on the North side of a found four-inch square fence corner post; Said corner being the Northeast corner of said call one acre tract, bears South 34 degrees, 32 minutes, 20 seconds East – 3.55 feet from a 5/8 inch diameter iron rod found for reference and bears South 1 degree, 11 minutes, 39 seconds West – 62.32 feet from a 5/8 inch diameter iron rod with plastic cap found for reference;
- THENCE; South 5 degrees, 31 minutes, 0 seconds West – 210.00 feet along the Easterly line of said call one acre tract being along the occupied Westerly right-of-way line of said Gaines Road to the PLACE OF BEGINNING and containing 0.983 acre of Land.


Brad L. Schodek, R.P.L.S. No. 6430

