

Article 3. Operation and Maintenance. Upon completion of the Trail, the MUD, at its sole cost and expense, will assume responsibility for the operation and maintenance of the Trail.

Article 4. Abandonment. If the MUD closes or abandons the Trail, the MUD shall remove the Trail in its entirety and restore the Property as closely as possible to its previous condition.

Article 5. Drainage District Maintenance. The MUD shall close the Trail at such times as the Drainage District performs maintenance or construction operations on the Property. The Drainage District agrees to provide notice to the MUD of such maintenance and construction operations at least one (1) week prior to the initiation of maintenance or construction operations.

In the event the Drainage District alters its facilities within the Property and the Trail may impede Drainage District facilities, the MUD, at its own expense, agrees to remove or relocate the Trail.

Article 6. Insurance. The MUD shall obtain and maintain, at its own expense, comprehensive public liability insurance on the Trail so long as it exists in an amount which will insure the Drainage District against risk of loss due to claims under the Texas Tort Claims Act. The MUD shall present a copy of the insurance to the Drainage District prior to opening the Trail to the public. The insurance shall include the Drainage District as an added insured. The MUD shall not cancel the insurance without providing thirty (30) days written notice to the Drainage District.

Article 7. Indemnification. **THE MUD SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE DRAINAGE DISTRICT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, FINES, COSTS, ACTIONS, JUDGMENTS, EXPENSES, LIABILITIES, AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE WHATSOEVER WHICH IN ANY WAY IS CONNECTED WITH THE PERFORMANCE OF WORK, FAILURE TO PERFORM WORK, MAINTENANCE, REPAIR AND ENGINEERING ARISING FROM OR INCIDENT TO THE TRAIL, INCLUDING BUT NOT LIMITED TO ACTUAL OR ALLEGED BODILY INJURY, RESULTING FROM ANY ACT OR OMISSION, NEGLIGENT OR OTHERWISE, ON THE PART OF THE DRAINAGE DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.**

Article 8. Express Negligence. **TO THE EXTENT ALLOWED BY LAW, THE MUD SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE DRAINAGE DISTRICT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, FINES, COSTS, ACTIONS, JUDGMENTS, EXPENSES, LIABILITIES, AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE WHATSOEVER WHICH IN ANY WAY IS CONNECTED WITH THE PERFORMANCE OF WORK, MAINTENANCE, REPAIR AND ENGINEERING ARISING FROM OR INCIDENT TO THE TRAIL, INCLUDING BUT NOT LIMITED TO ACTUAL OR ALLEGED BODILY INJURY, RESULTING FROM ANY ACT OR OMISSION, NEGLIGENT OR OTHERWISE, ON THE PART OF THE DRAINAGE DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS. IN THE EVENT THE PROVISIONS OF THIS ARTICLE ARE INVALID OR UNCONSTITUTIONAL, THIS PROVISION SHALL BE SEVERABLE AND THE REMAINDER OF THIS AGREEMENT SHALL BE ENFORCEABLE TO THE EXTENT ALLOWED BY LAW.**

Article 9. Liability For Other Work. **NOTWITHSTANDING THE PROVISIONS OF ARTICLES 7 AND 8 OF THIS AGREEMENT, ABOVE, THE MUD ASSUMES NO RESPONSIBILITY FOR, AND SHALL NOT INDEMNIFY THE DRAINAGE DISTRICT FOR, ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, FINES, COSTS, ACTIONS,**

JUDGMENTS, EXPENSES, LIABILITIES, AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE WHATSOEVER WHICH ARE ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK, FAILURE TO PERFORM WORK, MAINTENANCE, REPAIR AND ENGINEERING PRIOR TO OR AFTER THIS AGREEMENT FOR PURPOSES UNRELATED TO THIS AGREEMENT.

Article 10. Amendments. Amendments to this Agreement may be enacted only through a mutually agreed upon, written amendment, duly executed by the MUD and the Drainage District.

Article 11. Successors and Assigns. The MUD and the Drainage District each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The MUD shall not assign or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the Drainage District, which consent shall not be unreasonably withheld or delayed, in the event the rights and obligations are transferred to a governmental entity acceptable to Drainage District.

Article 12. Remedies. Violation or breach of contract terms by either party shall be grounds for termination of this Agreement, provided that one party has given the other party written notice of such violation or breach and that the breaching party, within 30 days after receiving such notice, has not resolved such violation or breach or, if such violation or breach cannot be resolved within such 30-day period, has not commenced efforts in good faith to resolve such violation or breach.

Nothing in this Agreement shall be construed as a limitation of the parties' remedies at law, including but not limited to breach of contract, injunctive relief, or other legal remedy. In the event legal action is instituted, venue shall be proper only in Fort Bend County, Texas.

Article 13. Notice. All notices to either party under this Agreement shall be delivered personally or sent by certified or registered U.S. mail, postage prepaid, addressed to such party at the following addresses:

To MUD: Willow Point Municipal Utility District of Fort Bend
and Waller Counties
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
Attn: Julianne B. Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

To Drainage District: Fort Bend Drainage District
Attn: Chief Engineer
301 Jackson Street
Richmond, Texas 77469

With a Copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Notices shall be deemed given on the date so delivered or received, unless otherwise provided herein. Either party hereto may change the above by sending written notice of such change to the other party in the manner provided above.

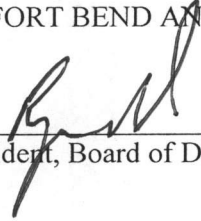
Article 14. Prior Agreements. It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

Article 15. Term of Agreement. This Agreement becomes effective when finally executed by the Drainage District. This Agreement will terminate upon mutual agreement and consent of both parties.

[SIGNATURE PAGES FOLLOW]

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the dates below stated.

WILLOW POINT MUNICIPAL UTILITY DISTRICT
OF FORT BEND AND WALLER COUNTIES



President, Board of Directors

ATTEST:



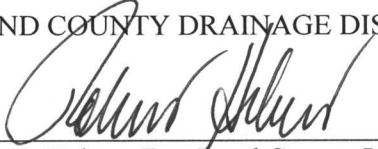
Asst. Secretary, Board of Directors

Date: November 26, 2018

(SEAL)




FORT BEND COUNTY DRAINAGE DISTRICT

By: 
Robert E. Hebert, Fort Bend County Judge

Date: 12-18-2018

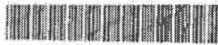
ATTEST:


Laura Richard, Fort Bend County Clerk

Date: 12-18-2018

(SEAL)





FORT BEND COUNTY DRAINAGE DISTRICT RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

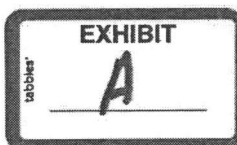
Willow Point Municipal Utility District of Fort Bend and Waller Counties
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of _____ feet, being _____ feet, extending at right angles, on each side of the following line and course across said land, to-wit:

As shown in the attached Exhibit "A".

CCM 6-06-17 # D5
Fort Bend County Clerk
Return Admin Serv Coord RAC



AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF HARRIS

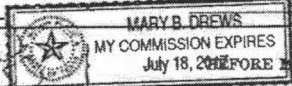
Notary Public
State of
RUAN NILES

BEFORE ME Mary B. Drews

in and for
County, Texas, on this day personally appeared

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of May
A. D. 2017
(L. S.) Mary B. Drews



THE STATE OF TEXAS

COUNTY OF _____

in and for
County, Texas, on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____

A. D. 19____

(L. S.) _____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME _____

in and for
County, Texas, on this day personally appeared

and _____

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____

wife of the said _____

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____

A. D. 19____

(L. S.) _____

ENDORSEMENTS

THE STATE OF TEXAS,

County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____ A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____ A. D. 19____ at _____ o'clock _____ M., and duly recorded this the _____ day of _____ A. D. 19____ at _____ o'clock _____ M., in the Deed Records of said County, in Volume _____ on Page _____

Witness my hand and the seal of the County Court of said County, at office in _____ Texas, the day and year last above written.

Clerk of Court, _____ County, Texas

By _____ Deputy



Willow Fork 230-Foot Ultimate Width
9.2 Acre Drainage Easement

Robert T. Van Slyke Survey, Abstract 395
Jesse Burditt Survey, Abstract 383
Fort Bend County, Texas

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a 9.2 acre tract of land in the Robert T. Van Slyke Survey, Abstract 395, and the Jesse Burditt Survey, Abstract 383, Fort Bend County, Texas, being over, through, and across a portion of a called 35.59 acre tract recorded under County Clerk's File Number 2013087290, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations of NGS triangulation station "Brookshire".

Commencing at a 1/2 inch iron pipe found for the northwest corner of an adjoining called 4.99 acre tract (Exhibit "A") recorded under County Clerk's File Number 2013025936, Official Public Records, Fort Bend County, Texas, same being the northeast corner of an adjoining called 5.38 acre drainage easement recorded under County Clerk's File Number 2013078711, Official Public Records, Fort Bend County, Texas, the northeast corner of an adjoining residue called 103.46 acre tract recorded under County Clerk's File Number 2012111887, Official Public Records, Fort Bend County, Texas, and being in the south line of the adjoining Ansera Sec 3, according to map or plat thereof recorded under County Clerk's File Number 20130210, Plat Records, Fort Bend County Texas, said point also being in the south line of the W. W. Bains Survey, Abstract 753, and the north line of the Robert T. Van Slyke Survey, Abstract 395;

Thence South 02 degrees 12 minutes 43 seconds East (called South 02 degrees 12 minutes 43 seconds East) along the west line of said adjoining called 4.99 acre tract, same being the east line of said adjoining called 103.46 acre tract, and the east line of an adjoining called 9.3 acre drainage easement recorded under County Clerk's File Number 2015012359, Official Public Records, Fort Bend County, Texas, 573.88 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for the northwest corner and Place of Beginning of the herein described tract, said point also being the southwest corner of said adjoining called 4.99 acre tract.

Thence establishing the northeasterly line of the herein described tract with the following courses and distances:

North 88 degrees 17 minutes 51 seconds East, 61.62 feet;
South 40 degrees 35 minutes 47 seconds East, 101.62 feet;
South 40 degrees 12 minutes 45 seconds East, 196.47 feet;
South 35 degrees 50 minutes 58 seconds East, 259.33 feet;
South 28 degrees 03 minutes 50 seconds East, 189.32 feet;
South 27 degrees 05 minutes 02 seconds East, 201.06 feet;
South 31 degrees 57 minutes 35 seconds East, 98.32 feet;
South 41 degrees 56 minutes 20 seconds East, 77.58 feet;
South 48 degrees 15 minutes 30 seconds East, 198.45 feet;
South 48 degrees 56 minutes 27 seconds East, 206.34 feet;
South 48 degrees 17 minutes 19 seconds East, 161.14 feet to a point at the beginning of a non-tangent curve to the right,

Thence with said non-tangent curve to the right, having a central angle of 01 degree 47 minutes 22 seconds, an arc length of 7.82 feet, a radius of 250.44 feet, and a chord bearing South 47 degrees 23 minutes 38 seconds East, 7.82 feet to a point at the end of said non-tangent curve;

South 48 degrees 16 minutes 50 seconds East, 17.83 feet to a point for the northeast corner of the herein described tract;

South 02 degrees 06 minutes 43 seconds East establishing the east line of the herein described tract, 166.71 feet to a point in the south line of the Jesse Burditt Survey, Abstract 383, and the north line of the adjoining Day Land and Cattle Company Survey, Abstract 448, the south line of aforementioned called 35.59 acre tract, and the north line of an adjoining called 1.2083 acre tract recorded under County Clerk's File Number 2010071287, Official Public Records, Fort Bend County, Texas, from said point a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for the southeast corner of said called 35.59 acre tract, and the lower southwest corner of an adjoining called 59.94 acre tract recorded under County Clerk's File Number 2014138600, Official Public Records, Fort Bend County, Texas, bears North 87 degrees 53 minutes 17 seconds East (called North 87 degrees 53 minutes 17 seconds East), 93.67 feet;

Thence South 87 degrees 53 minutes 17 seconds West (called South 87 degrees 53 minutes 17 seconds West) along the common line of said called 35.59 acre and said adjoining called 1.2083 acre tract, the Jesse Burditt Survey, Abstract 383, and the adjoining Day Land and Cattle Company Survey, Abstract 448, and the north line of an adjoining called 9.713 acre drainage easement recorded under County Clerk's File Number 2006104221, Official Public Records, Fort Bend County, Texas, 230.00 feet to a point on said line for the lower southwest corner of the herein described tract, from said point a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found in the north line of said adjoining called 1.2083 acre tract, for the southwest corner of said called 35.59 acre tract, and the southeast corner of the aforementioned adjoining called 103.46 acre tract, bears South 87 degrees 53 minutes 17 seconds West (called South 87 degrees 53 minutes 17 seconds West), 852.08 feet;

Thence establishing the southwesterly line of the herein described tract with the following courses and distances:

North 02 degrees 06 minutes 43 seconds West, 66.84 feet;
North 48 degrees 17 minutes 19 seconds West, 87.31 feet;
North 48 degrees 56 minutes 27 seconds West, 205.40 feet;
North 48 degrees 15 minutes 30 seconds West, 212.52 feet;
North 41 degrees 56 minutes 20 seconds West, 110.35 feet;
North 31 degrees 57 minutes 35 seconds West, 128.19 feet;
North 27 degrees 05 minutes 02 seconds West, 208.89 feet;
North 28 degrees 03 minutes 50 seconds West, 171.70 feet;
North 35 degrees 50 minutes 58 seconds West, 234.92 feet;
North 40 degrees 12 minutes 45 seconds West, 95.89 feet; to a point in the west line of said called 35.59 acre tract, same being the east line of the aforementioned adjoining called 103.46 acre tract, being the south corner of the aforementioned adjoining called 9.3 acre drainage easement, for the upper southwest corner of the herein described tract;

Willow Fork 230-Foot Ultimate Width
9.2 Acre Drainage Easement

Robert T. Van Slyke Survey, Abstract 395
Jesse Burditt Survey, Abstract 383
Fort Bend County, Texas

Thence North 02 degrees 12 minutes 43 seconds West along the west line of the herein described tract, the west line of said called 35.59 acre tract, the east line of said adjoining called 103.46 acre tract, and the east line of the adjoining called 9.3 acre drainage easement, 294.16 feet to the Place of Beginning and containing 9.2 acres of land, more or less.

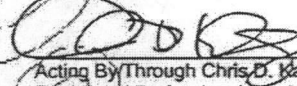
For reference and further description see Drawing No. 10659 prepared by the undersigned on same date.

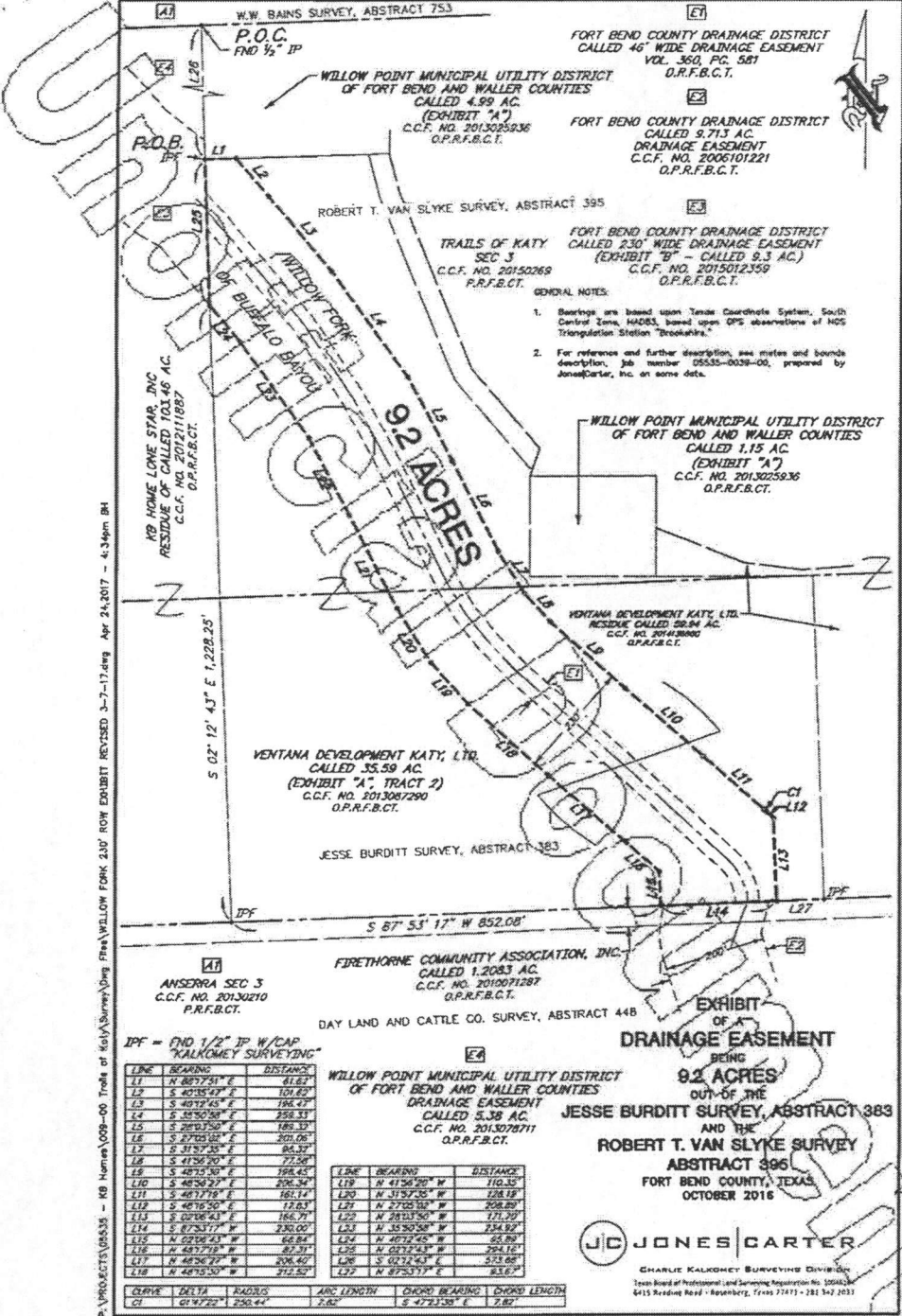
October 31, 2016

Job Number 05535-0039-00

Jones | Carter
Charlie Kalkomey Surveying Division
6415 Reading Road
Rosenberg, TX 77471-5655
(281) 342-2033
Texas Board of Professional Land Surveying
Registration No. 10046104




Acting By Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



FORT BEND COUNTY DRAINAGE DISTRICT
CALLED 46" WIDE DRAINAGE EASEMENT
VOL. 360, PG. 581
D.P.R.F.B.C.T.

FORT BEND COUNTY DRAINAGE DISTRICT
CALLED 9.713 AC.
DRAINAGE EASEMENT
C.C.F. NO. 2006101221
D.P.R.F.B.C.T.

WILLOW POINT MUNICIPAL UTILITY DISTRICT
OF FORT BEND AND WALLER COUNTIES
CALLED 4.99 AC.
(EXHIBIT "A")
C.C.F. NO. 2013025936
D.P.R.F.B.C.T.

ROBERT T. VAN SLYKE SURVEY, ABSTRACT 395

TRAILS OF KATY
SEC 3
C.C.F. NO. 20150269
P.R.F.B.C.T.

FORT BEND COUNTY DRAINAGE DISTRICT
CALLED 230" WIDE DRAINAGE EASEMENT
(EXHIBIT "B" - CALLED 9.3 AC.)
C.C.F. NO. 2015012359
D.P.R.F.B.C.T.

- GENERAL NOTES:
1. Bearings are based upon Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations of NGS Triangulation Station "Brookshire."
 2. For reference and further description, see notes and bounds description, job number 05535-0039-00, prepared by Jones & Carter, Inc. on same date.

WILLOW POINT MUNICIPAL UTILITY DISTRICT
OF FORT BEND AND WALLER COUNTIES
CALLED 1.15 AC.
(EXHIBIT "A")
C.C.F. NO. 2013025936
D.P.R.F.B.C.T.

VENTANA DEVELOPMENT KATY, LTD.
CALLED 35.59 AC.
(EXHIBIT "A", TRACT 2)
C.C.F. NO. 2013087290
D.P.R.F.B.C.T.

JESSE BURDITT SURVEY, ABSTRACT 383

FIRETHORNE COMMUNITY ASSOCIATION, INC.
CALLED 1.2083 AC.
C.C.F. NO. 2010071287
D.P.R.F.B.C.T.

EXHIBIT OF A
DRAINAGE EASEMENT
BEING
9.2 ACRES
OUT OF THE
JESSE BURDITT SURVEY, ABSTRACT 383
AND THE
ROBERT T. VAN SLYKE SURVEY
ABSTRACT 395
FORT BEND COUNTY, TEXAS
OCTOBER 2016

IPF = FND 1/2" IP W/CAP
"KALKOMEY SURVEYING"

LINE	BEARING	DISTANCE
L1	N 067°51' E	61.67
L2	S 40°12'45" E	194.47
L3	S 40°12'45" E	194.47
L4	S 40°12'45" E	194.47
L5	S 26°17'50" E	188.33
L6	S 27°05'02" E	201.96
L7	S 31°57'35" E	84.37
L8	S 41°26'00" E	77.58
L9	S 46°15'50" E	198.45
L10	S 46°30'27" E	202.34
L11	S 46°17'19" E	161.14
L12	S 46°16'50" E	128.03
L13	S 02°16'43" E	186.71
L14	S 87°33'17" E	230.02
L15	N 02°02'43" W	66.84
L16	N 48°17'19" W	87.31
L17	N 48°36'27" W	206.40
L18	N 48°15'50" W	212.52

LINE	BEARING	DISTANCE
L19	N 41°56'00" W	110.35
L20	N 31°57'35" W	128.18
L21	N 27°05'02" W	208.80
L22	N 26°17'50" W	171.29
L23	N 35°30'58" W	124.92
L24	N 46°12'45" W	25.89
L25	N 05°12'43" W	294.16
L26	S 02°12'43" E	523.88
L27	N 82°53'17" E	63.67

CHORD	BEARING	ARC LENGTH	CHORD BEARING	CHORD LENGTH	
C1	05°17'22"	250.44	2.86	6°17'15" E	2.82

J.C. JONES & CARTER
CHARLIE KALKOMEY SURVEYING DIVISION
Texas Board of Professional Land Surveying Registration No. 055482
6415 Reading Road - Rosenberg, Texas 77471 - 281-342-2031

P:\PROJECTS\05535 - KB Homes\098-00 Tools of Industry\Survey\Draw Files\WILLOW FORK 210' ROW EXHIBIT REVISED 3-7-17.dwg Apr 24, 2017 - 4:34pm BA

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard



Laura Richard, County Clerk
Fort Bend County, Texas

June 08, 2017 02:42:13 PM

FEE: \$0.00 SB
EASEMENT

2017063077



FORT BEND COUNTY DRAINAGE DISTRICT RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Ventana Development Katy, LTD.

410 Brooks Street

Sugar Land, Texas 77478

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 115' feet, being 115' feet, extending at right angles, on the west side of the following line and course across said land, to-wit:

Beginning at the intersection of the centerline of Willow Fork of Buffalo Bayou and the GRANTOR's southern boundary; thence following the centerline of Willow Fork of Buffalo Bayou approximately 3,400 feet to the intersection of said centerline and the GRANTOR's eastern boundary.

CCM 2-04-16 #D04
Fort Bend County Clerk
Return Admin Serv Coord KAC

EXHIBIT
B

The DISTRICT shall have all rights and benefits, necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences, resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 4TH day of JANUARY, A. D. 2016

[Signature]

Ventana Development Katy, LTD.

AS PER ORIGINAL

THE STATE OF TEXAS

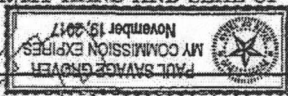
COUNTY OF FORT BEND

BEFORE ME JAMES B. GROVER, JR

MANAGER, VENTANA DEVELOPMENT KATY, LTD, in and for FORT BEND COUNTY County, Texas, on this day personally appeared JAMES B. GROVER, JR

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4 day of JANUARY A. D. 19 2016 (L. S.)



AS PER ORIGINAL

THE STATE OF TEXAS

BEFORE ME

COUNTY OF

in and for County, Texas, on this day personally appeared wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

THE STATE OF TEXAS

BEFORE ME

COUNTY OF

in and for County, Texas, on this day personally appeared and

the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of A. D. 19 with its authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and duly recorded this the day of A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page

Witness my hand and the seal of the County Court of said County, at office in Texas, the day and year last above written.

Clerk of Court, County, Texas. By Deputy

**RIGHT-OF-WAY
EASEMENT**

BY

Ventana Development Katy, LTD.

TO

**FORT BEND COUNTY
DRAINAGE DISTRICT**

Filed for Record

This _____ day of _____

A. D. 19____, at _____ o'clock _____ M.

Recorded

This _____ day of _____

A. D. 19____ in _____

County, Texas, Records of Deeds.

Book _____ Page _____

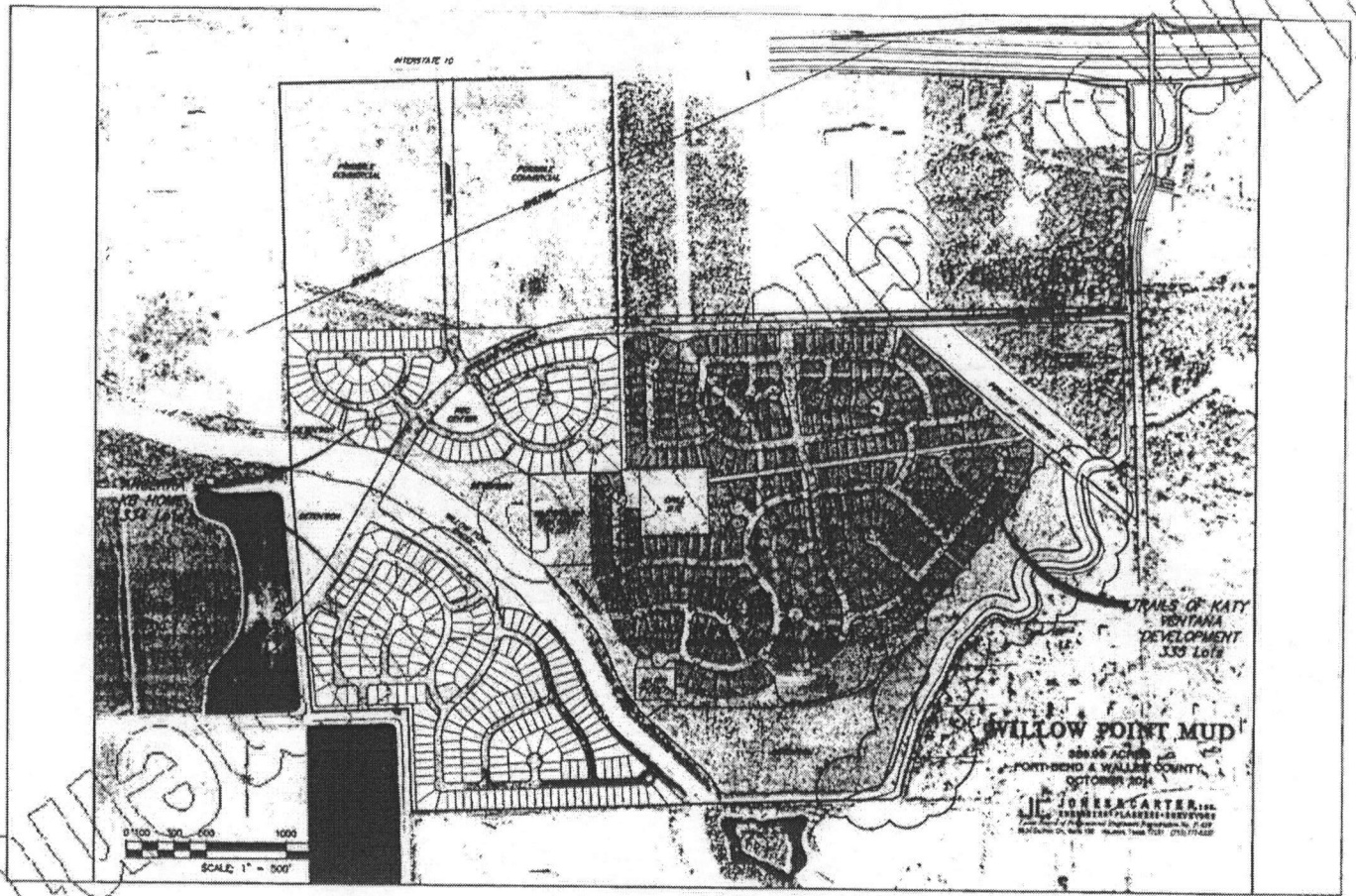
_____, Clerk

_____, Deputy

Return to:

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.



LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

WHEREAS, Ventana Development Katy, LTD., a Texas limited partnership (herein referred to as "Owner"), has dedicated that certain property referenced in Exhibit "A" in Fort Bend County, Texas, attached hereto, which property was surveyed on _____ by Jones & Carter, Inc. and known as Trails of Katy Phase II and filed in Slide No. _____ of the Plat Records of Fort Bend County and under Clerk's File No. _____ of the Fort Bend County Official Public Records of Real Property; and

WHEREAS, International Bank of Commerce, (the "Lienholder"), is the present owner and holder of a lien against the above-referenced property, said lien being evidenced as recorded under Clerk's File No. 2014141289 of the Fort Bend County Official Public Records of Real Property and is the holder of the promissory note secured by said lien, desires to subordinate said lien to the dedication of all rights-of-way and easements as well as other terms and conditions referred to on the Fort Bend County Drainage District Right of Way Easement for Trails of Katy;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the premises, and the sum of \$10.00 and other good and valuable consideration this day paid by Owner to said Lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said Lienholder as the present owner and holder of the note and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the Fort Bend County Drainage District Right of Way Easement for Trails of Katy and the dedication evidenced thereby, and does hereby RATIFY, CONFIRM AND APPROVE in all respects the dedications, terms and provisions evidenced thereby.

The said Lienholder does hereby WARRANT AND REPRESENT that it is the present owner and holder of the note and the lien given to secure the payment of the same and that it is thereby authorized to execute this instrument as the owner and holder of the said note and lien.

EXCEPT as expressly modified hereby, the lien shall remain in full force and effect.

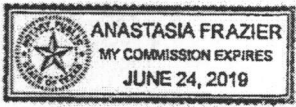
Executed this 21 day of Sept, 2015.

"Lienholder"
International Bank of Commerce

By: [Signature]
Name: Delores Hansen
Title: SVP

THE STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 21st day of September, 2015 by Delores Hansen Se. VP of International Bank of Commerce, on behalf of said corporation.



[Signature]
Notary Public in and for the State of TX
Printed Name: Anastasia Frazier
My Commission Expires: June 24, 2019

Unofficial Document

EXHIBIT "A"

Beginning at the intersection of the centerline of Willow Fork of Buffalo Bayou and the GRANTOR's southern boundary; thence following the centerline of Willow Fork of Buffalo Bayou approximately 3,400 feet to the intersection of said centerline and the GRANTORS's eastern boundary.

Ret
FBC Clerk Admin Serv Coord

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

February 11, 2016 12:24:21 PM

FEE: \$0.00 JE
EASEMENT

2016014105

Official Document

EXECUTED this 21 day of JUNE, 2018.

GRANTOR:

VENTANA DEVELOPMENT KATY, LTD.,
a Texas limited partnership

By: Trails of Katy, LLC
its general partner
a Texas limited liability company

By: [Signature]
Name: JAMES B. GROVER, JR.
Title: CO-MANAGER

THE STATE OF TEXAS

§
§
§

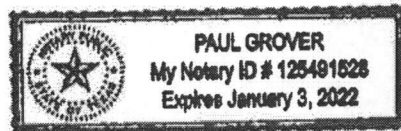
COUNTY OF FORT BEND

This instrument was acknowledged before me on this 21 day of JUNE, 2018, by JAMES B. GROVER, JR. CO-MANAGER of Trails of Katy, LLC, a Texas limited liability company, the General Partner of Ventana Development Katy, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]

Notary Public in and for
the State of Texas

(SEAL)



Accepted by Willow Point Municipal Utility District of Fort Bend and Waller Counties this 5th
day of July, 2018.

WILLOW POINT MUNICIPAL UTILITY DISTRICT
OF FORT BEND AND WALLER COUNTIES

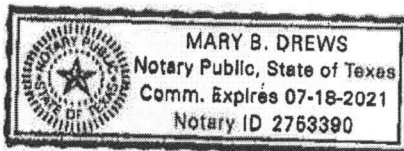
By: [Signature]
Ryan Niles
President, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

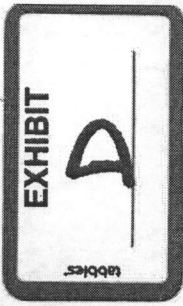
This instrument was acknowledged before me on this 5th day of July, 2018, by Ryan Niles, President of the Board of Directors of Willow Point Municipal Utility District of Fort Bend and Waller Counties on behalf of said District.

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

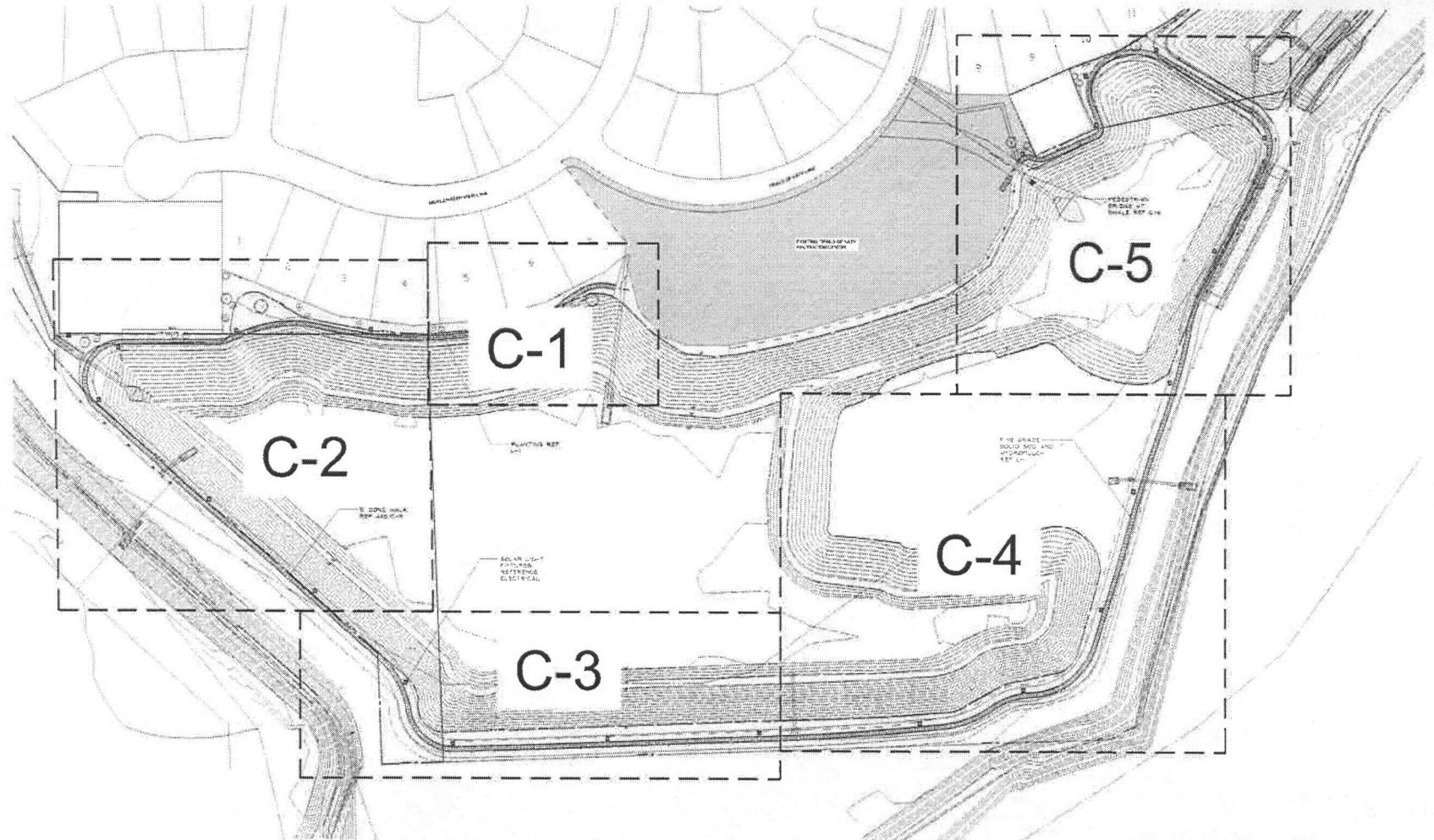
(SEAL)



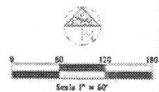
After recording please return to:
Mary Drews
Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056



LISA
 LISA
 LANDSCAPE
 ARCHITECTURE
 4847 West Loop West, Suite 2100
 Dallas, Texas 75244
 (214) 343-1800



Trails of Katy
Detention Walk Improvements
 Fort Bend County Willow Point MUD
 Fort Bend County, Texas



Reference
Plan

Date: 6/21/18
 Scale: REF. PLAN
 Proj. No.: 287-18-12
 Revised:

PROJECT SCOPE TO INCLUDE
 ROUGH GRADING, CONCRETE
 WALK, PEDESTRIAN BRIDGE
 IRRIGATION, HYDROMULCH
 FINE GRADING, LANDSCAPE
 PLANTING AND SITE LIGHTING

R-1