

THE STATE OF TEXAS §
 §
 §
 COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
 (Sunset Crossing)

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 D.R. Horton-Texas, Ltd., a Texas limited partnership, (hereinafter referred to as "Owner"), a company authorized to conduct business in the State of Texas. The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, Owner proposes to develop its subdivision of 250.26 acres of land situated in the W. Lusk Survey, Abstract 276, and in the E. Wheat Survey, Abstract 396, in Fort Bend County, Texas (the "Owner Property"); and

WHEREAS, Owner and the City of Rosenberg (the "City") have entered into that certain Development Agreement, dated as of June 27, 2017 (the "City Agreement") pursuant to which Owner agreed to (i) design and construct certain portions to Bryan Road, and (ii) work with the County concerning improving Benton Road in the vicinity of the Owner Property; and

WHEREAS, Bryan Road and Benton Road are both public roads on the County's Major Thoroughfare Plan and maintained by the County; and

WHEREAS, the County is willing to be responsible for improving Benton Road in the vicinity of the Owner Property if Owner contributes monies to such project as the owners will benefit from the improvements to Benton Road; and

WHEREAS, the Parties are entering into this Agreement to provide the terms under which (i) Owner will construct Bryan Road in phases, (ii) Owner will deposit in phases monies with the County to fund improvements to Benton Road, and (iii) the County will improve Benton Road.

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to County and its citizens to allow the incremental completion of the construction of Bryan Road and Benton Road; and

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

1. Within thirty (30) calendar days of the final execution of this Agreement, the Owner shall prepare and submit to the County for approval, separate instruments dedicating the proposed Bryan Road right-of-way (ROW), as shown in Exhibit "A" as Phase II being 2.176 acres (94,778 square feet) and Phase III being 8.261 acres (359,850 square feet), and Exhibit "B" and included herein for all purposes.

2. As Owner's development schedule dictates, Owner, at Owner's sole cost, shall design and construct Bryan Road from the existing pavement of Bryan Road within the Sunset Crossing subdivision to Benton Road, completing the connection between FM 2977 (Minonite Road) and Benton Road ("Bryan Road Extension"). Such design and construction shall be completed in conjunction with the development of the 351st lot within the Owner Property, in accordance with the terms of the City Agreement. Owner's right to submit and record plats as needed shall not be hindered by the terms of this paragraph, provided however that all construction in relation to the 351st lot shall not be approved until the roadway improvements contemplated herein are accepted by the County.

3. Owner shall construct the Bryan Road Extension as a four-lane boulevard, 8" concrete curb and gutter roadway with storm sewer, with five-foot sidewalks along both sides of the roadway, per Fort Bend County standards.

4. Prior to the submission by Owner, its successors or assigns, of a subdivision plat for approval, which contains the 720th lot (ninety percent), the Owner shall dedicate to the County twenty (20) feet plus additional right-of-way at the intersection with Bryan Road for additional turn lanes of Owner Property adjacent to Benton Road on a subdivision plat or by separate instrument for ROW to accommodate future widening of Benton Road, as shown in Exhibit "C". No other dedication of right-of-way for the widening of Benton Road shall be required of Owner or related to the Owner Property.

5. The County and Owner hereby agree that Owner shall be obligated to advance \$986,500.00 as Owner's contribution to the improvement of Benton Road in the vicinity of the Owner Property (herein referred to as the "Contribution Funds") payable to the County incrementally as subdivision plats are submitted for approval as follows:

- (a) An initial payment of \$369,937.50 upon the submission of the subdivision plat containing the 480th lot representing approximately sixty percent (60%) of the total lots within the Owner Property.
- (b) A subsequent payment of \$369,937.50 upon the submission of the subdivision plat containing the 600th lot representing approximately seventy-five percent (75%) of the total lots within the Owner Property.
- (c) A final payment of \$246,625.00 upon the submission of the subdivision plat containing the 720th lot representing approximately ninety percent (90%) of the total lots within the Owner Property.

No other payments shall be required of Owner relative to the improvement of Benton Road. The Owner reserves the right to construct Benton Road as a half-boulevard with appropriate storm sewer facilities adjacent to the Owner Property in lieu of making payments listed above.

6. The Contribution Funds shall be held by the County and used by the County solely to pay costs associated with the improvement of Benton Road, and the County shall, in its sole discretion, be entitled to use at any time, all or a portion of the Contribution Funds, in connection with the improvements of Benton Road. Upon completion of the Benton Road improvements, the County shall remit all excess funds to Owner.

7. Disclaimer/Waiver of Damages/Liability

(a) Except as provided in (c) below, Owner acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by Owner and/or Owner Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete its responsibilities stated herein by any certain date and/or as set forth in this Agreement.

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

(c) Owner 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), it/they may have with regard to the construction and/or completion of Benton Road and/or any other act and/or omission relating, directly or indirectly, to Benton Road, 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, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees.

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

(a) OWNER ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY OWNER 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) OWNER 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) OWNER 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.

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

10. Default. In the event Owner fails to comply with any of the provisions of this Agreement within sixty (60) business days after Owner'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 refuse to accept any portion of any public improvements on the Owner Property and/or associated with the development of the Owner Property; and/or
- (b) to refuse to finally accept the Owner Property and/or any portion thereof; and/or
- (c) to seek specific enforcement of this Agreement.

Except as otherwise specifically provided herein, in the event of County's default under this Agreement, Owner will be entitled to seek any remedy available to them at law or in equity.

11. 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 Owner, to:

D.R. Horton-Houston, Ltd., a Texas limited partnership
Attention: Michael Bohm
14100 Southwest Freeway, Suite 500
Sugar Land, Texas, 77079

(b) Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, 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 Owner and/or its authorized representatives.

(p) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner 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.

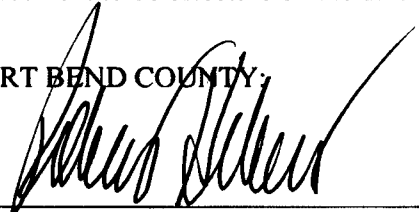
(q) Indemnification. The Parties agree that the Indemnity provisions set forth in Paragraphs 3 and 4 herein are conspicuous, and the Parties have read and understood the same.

(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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

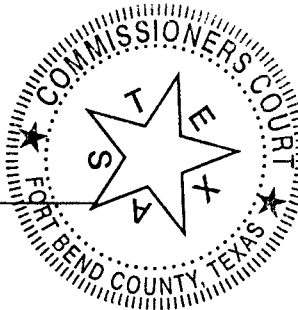
FORT BEND COUNTY:


Robert E. Hebert, County Judge

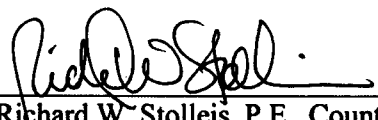
7.24.2018
Date

Attest:

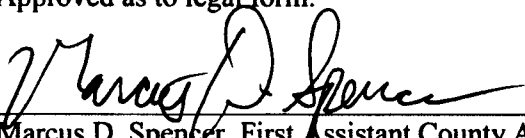

Laura Richard, County Clerk



Approved:


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

Approved as to legal form:


Marcus D. Spencer, First Assistant County Attorney

OWNER:

D.R. Horton-Houston, Ltd.,
a Texas limited partnership

By: D.R. Horton, Inc., a Delaware Corporation, its Authorized Agent


By: 
Name: Christopher Lindhorst
Title: Division President

EXHIBIT "A"

Phase II Right-of-Way of Bryan Road



METES AND BOUNDS DESCRIPTION
FOR

A 2.176 acre, or 94,778 square feet more or less, tract of land being out of the following 41.58 acre tracts described as "Tract 6", and "Tract 7", both conveyed to D.R. Horton-Texas, Ltd. as described in a deed recorded in Clerk's File Number 2017081427, Fort Bend County, Texas, being out of the W. Lusk Survey, Abstract 276, Fort Bend County, Texas. Said 2.176 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: : At a mag nail with washer stamped "Pape-Dawson" found for the east corner of a called 20.2239 acre tract "Tract 3" of land conveyed to Dr. Horton as described in deed recorded on Clerks File NO. 2017081427 in the Official public records Fort Bend County, Texas, the south corner of a called 33.450 acre tract of land conveyed to Wilbert Ulrich, as described in a deed recorded in Volume 2236, Page 2080 in the deed records of Fort Bend County Texas, also being in the northwest right of way of Benton Road, having a width of 60 feet, from which a 5/8 inch iron rod with cap stamped "Pape-Dawson" found for the south corner of a called 21.4413 acre tract of land described as "Tract 2" conveyed to D.R. Horton-Texas, Ltd. as described in a deed recorded in Clerk's File Number 2017081427, Fort Bend County, Texas, the east corner of Walnut Creek Section Eleven Subdivision as recorded in Film Code No. 20150225 in the Plat Records of Fort Bend County, Texas, and being in the northwest right of way of Benton Road, having a ultimate width of 100 feet as recorded in Film Code No. 20170062 in the Plat Records of Fort Bend County, Texas, bears S 22°21'30" W, a distance of 1973.13 feet, and a 5/8 inch iron rod with cap stamped "Pape-Dawson" found as a 5-foot offset witness point for the north corner of a called 41.58 acre tract "Tract 5", conveyed to D.R. Horton-Texas, Ltd. as described in a deed recorded in Clerk's File Number 2017081427, Fort Bend County, Texas bears, the west corner of a called 0.977 acre tract of land conveyed to NRG Texas Power LLC, as described in a deed recorded in Clerk's File No. 2007019710 and conveyed in a Clerk's File No. 200789660 both in the Official Public Records of Fort Bend County, Texas, bears N 67°37'36" W, a distance of 5527.52 feet;

THENCE: N 83°45'53" W, over and across said "Tract 7", a called 41.58 acre tracts described as "Tract 1, and Tract 4, a called 20.2239 acre tract, described as "Tract 3", all conveyed to D.R. Horton-Texas, Ltd. as described in a deed recorded in Clerk's File Number 2017081427, Fort Bend County, Texas, a distance of 3362.92 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for the POINT OF BEGINNING of the herein 2.176 acre tract.

THENCE: Over and across said "Tract 6" and "Tract 7" the following courses and distance:

Page 1 of 2

S 38°24'27" W, a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 51°35'33" W, a distance of 36.56 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the left, having a radius of 1950.00 feet, a central angle of 26°06'16", a chord bearing and distance of N 64°38'41" W, 880.77 feet, for an arc length of 888.43 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 12°18'10" E, a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Southeasterly, along a non-tangent curve to the right, having a radial bearing of S 12°18'10" W, a radius of 2050.00 feet, a central angle of 26°06'16", a chord bearing and distance of S 64°38'41" E, 925.94 feet, for an arc length of 934.00 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner, and

S 51°35'33" E, a distance of 36.56 feet to the POINT OF BEGINNING and being 2.176 acre tract in the Fort Bend County, Texas.

PREPARED BY:
DATE:
REVISED DATE:
JOB NO.
DOC. ID.

Pape-Dawson Engineers, Inc.
June 13, 2018
June 27, 2018
40166-10
\\hou-file\\TempK\\survey\\PROJECTS\\CIVIL HOUSTON\\40166-10\\Word\\FN40166-10
2.176AC STREET DEDICATION-SUNSET PHASE II.docx

B. Nawara

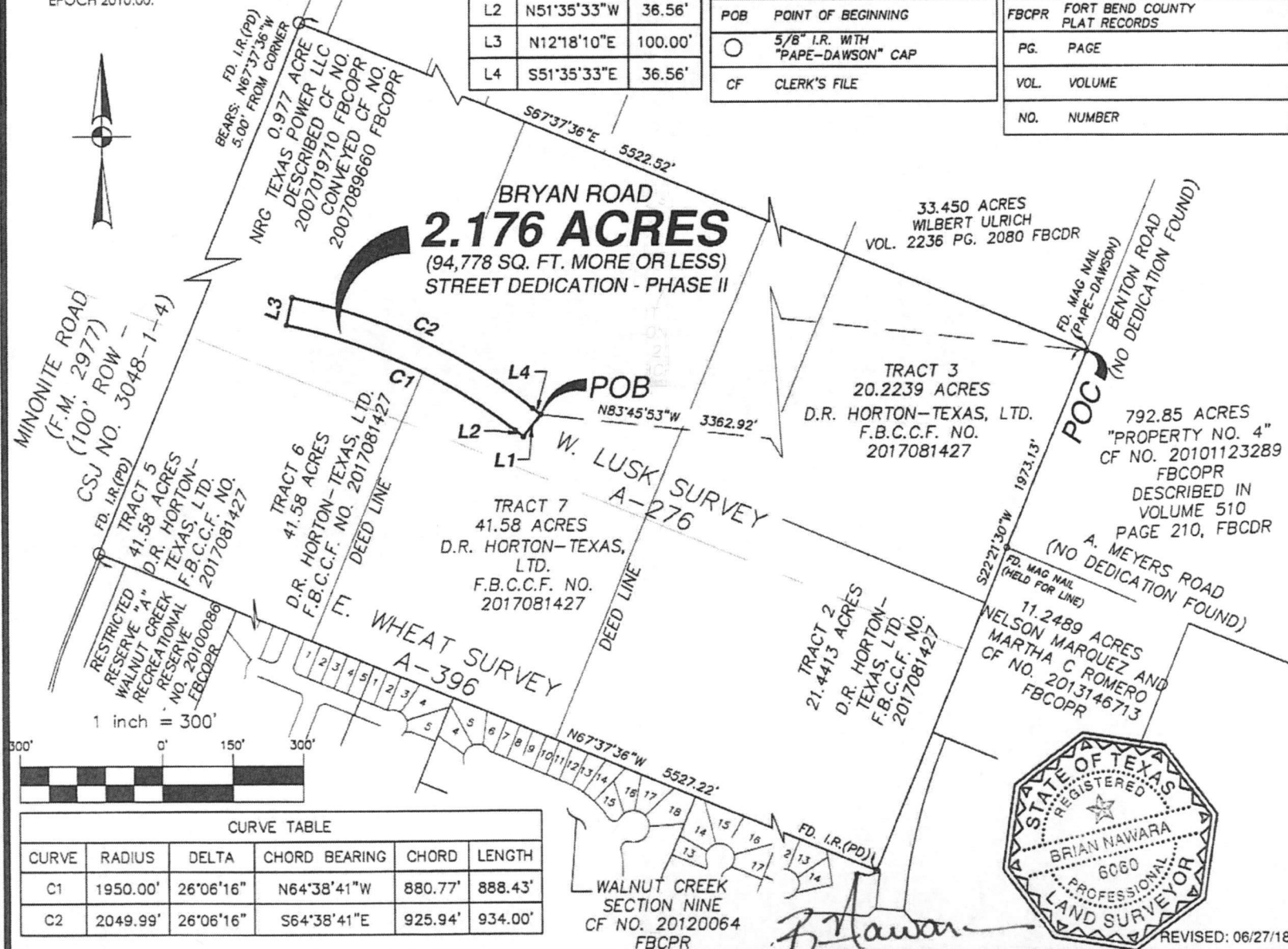


1. THIS EXHIBIT IS ATTACHED TO AND IS MADE A PART OF A METES & BOUNDS DESCRIPTION OF THE SAME EASEMENT.
2. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD-83 (NA 2011), EPOCH 2010.00.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°24'27"W	100.00'
L2	N51°35'33"W	36.56'
L3	N12°18'10"E	100.00'
L4	S51°35'33"E	36.56'

SYMBOL LEGEND	
ROW	RIGHT-OF-WAY
FD.	FOUND
POB	POINT OF BEGINNING
○	5/8" I.R. WITH "PAPE-DAWSON" CAP
CF	CLERK'S FILE

SYMBOL LEGEND	
FBCDR	FORT BEND COUNTY DEED RECORDS
FBCOPR	FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
FBCPR	FORT BEND COUNTY PLAT RECORDS
PG.	PAGE
VOL.	VOLUME
NO.	NUMBER



**PAPE-DAWSON
ENGINEERS**

HOUSTON I SAN ANTONIO I AUSTIN I FORT WORTH I DALLAS
0333 RICHMOND AVE, STE 903 I HOUSTON, TX 77042 I 713.428.2400

SUNSET CROSSING EXHIBIT

**BRYAN ROAD
STREET DEDICATION - PHASE II
FORT BEND COUNTY, TEXAS**

JOB NO. 40166-1D
DATE JUNE 2018
DESIGNER _____
CHECKED BWN
DRAWN AWL
SHEET **1 of 1**

REVISÉ: 06/27/18

EXHIBIT "B"

Phase III Right-of-Way of Bryan Road



METES AND BOUNDS DESCRIPTION
FOR

A 8.261 acre, or 359,850 square feet more or less, tract of land being out of the following 41.58 acre tracts described as "Tract 1", "Tract 4" and "Tract 7", a called 20.2239 acre tract, described as "Tract 3", all conveyed to D.R. Horton-Texas, Ltd. as described in a deed recorded in Clerk's File Number 2017081427, Fort Bend County, Texas, being out of the W. Lusk Survey, Abstract 276, and the E. Wheat Survey, Abstract 396, Fort Bend County, Texas. Said 8.261 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: : At a mag nail with washer stamped "Pape-Dawson" found for the east corner of a called 20.2239 acre tract "Tract 3" of land conveyed to Dr. Horton as described in deed recorded on Clerks File NO. 2017081427 in the Official public records Fort Bend County, Texas, the south corner of a called 33.450 acre tract of land conveyed to Wilbert Ulrich, as described in a deed recorded in Volume 2236, Page 2080 in the deed records of Fort Bend County Texas, also being in the northwest right of way of Benton Road, having a width of 60 feet;

THENCE: S 22°21'30" W, along and with the southeast line of line of said "Tract 3", the north west right-of-way line of said Benton Road, a distance of 665.21 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for the POINT OF BEGINNING of the herein 8.261 acre tract.

THENCE: S 22°21'30" W, continuing along and with the southeast line of said "Tract 3", the northwest line of said Benton Road, a distance of 182.00 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner, from which a 5/8 inch iron rod with cap stamped "Pape-Dawson" found for the south corner of a called 21.4413 acre tract of land described as "Tract 2" conveyed to D.R. Horton-Texas, Ltd. as described in a deed recorded in Clerk's File Number 2017081427, Fort Bend County, Texas, the east corner of Walnut Creek Section Eleven Subdivision as recorded in Film Code No. 20150225 in the Plat Records of Fort Bend County, Texas, and being in the northwest right of way of Benton Road, having a ultimate width of 100 feet as recorded in Film Code No. 20170062 in the Plat Records of Fort Bend County, Texas, bears S 22°21'30" W, a distance of 1125.91 feet;

THENCE: Departing the southeast line of said "Tract 3", the northwest line of said Benton Road, continuing over and across said "Tract 3", "Tract 1", "Tract 4", and "Tract 7" the following bearings and distances:

N 67°38'30" W, a distance of 60.00 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 22°38'30" W, a distance of 35.36 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 67°38'30" W, a distance of 270.57 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the right, having a radius of 500.00 feet, a central angle of 05°17'12", a chord bearing and distance of N 64°59'54" W, 46.12 feet, for an arc length of 46.13 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 63°01'45" W, a distance of 102.64 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the left, having a radius of 500.00 feet, a central angle of 04°36'45", a chord bearing and distance of N 65°20'08" W, 40.24 feet, for an arc length of 40.25 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 67°38'30" W, a distance of 188.07 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the left, having a radius of 1940.00 feet, a central angle of 03°20'35", a chord bearing and distance of N 69°18'48" W, 113.18 feet, for an arc length of 113.20 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the right, having a radius of 500.00 feet, a central angle of 01°16'15", a chord bearing and distance of N 70°20'58" W, 11.09 feet, for an arc length of 11.09 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 69°42'50" W, a distance of 120.89 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the left, having a radius of 500.00 feet, a central angle of 06°55'56", a chord bearing and distance of N 73°10'49" W, 60.46 feet, for an arc length of 60.50 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the left, having a radius of 1950.00 feet, a central angle of 12°40'32", a chord bearing and distance of N 82°59'03" W, 430.52 feet, for an arc length of 431.40 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 89°19'18" W, a distance of 259.55 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Northwesterly, along a tangent curve to the right, having a radius of 2050.00 feet, a central angle of 37°43'45", a chord bearing and distance of N 70°27'26" W, 1325.67 feet, for an arc length of 1349.92 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 51°35'33" W, a distance of 250.19 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N 38°24'27" E, a distance of 100.00 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

S 51°35'33" E, a distance of 250.19 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Southeasterly, along a tangent curve to the left, having a radius of 1950.00 feet, a central angle of 37°43'45", a chord bearing and distance of S 70°27'26" E, 1261.00 feet, for an arc length of 1284.07 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

S 89°19'18" E, a distance of 259.55 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Southeasterly, along a tangent curve to the right, having a radius of 2050.00 feet, a central angle of 12°40'12", a chord bearing and distance of S 82°59'13" E, 452.40 feet, for an arc length of 453.32 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Southeasterly, along a tangent curve to the left, having a radius of 500.00 feet, a central angle of 01°05'19", a chord bearing and distance of S 77°11'46" E, 9.50 feet, for an arc length of 9.50 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

S 77°44'26" E, a distance of 131.90 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Southeasterly, along a tangent curve to the right, having a radius of 500.00 feet, a central angle of 06°38'20", a chord bearing and distance of S 74°25'16" E, 57.90 feet, for an arc length of 57.93 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

Southeasterly, along a tangent curve to the right, having a radius of 2060.00 feet, a central angle of $03^{\circ}27'36''$, a chord bearing and distance of S $69^{\circ}22'18''$ E, 124.38 feet, for an arc length of 124.40 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

S $67^{\circ}38'30''$ E, a distance of 635.22 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner,

N $67^{\circ}21'30''$ E, a distance of 35.36 feet to a 5/8 inch iron rod with cap stamped "Pape-Dawson" set for corner, and

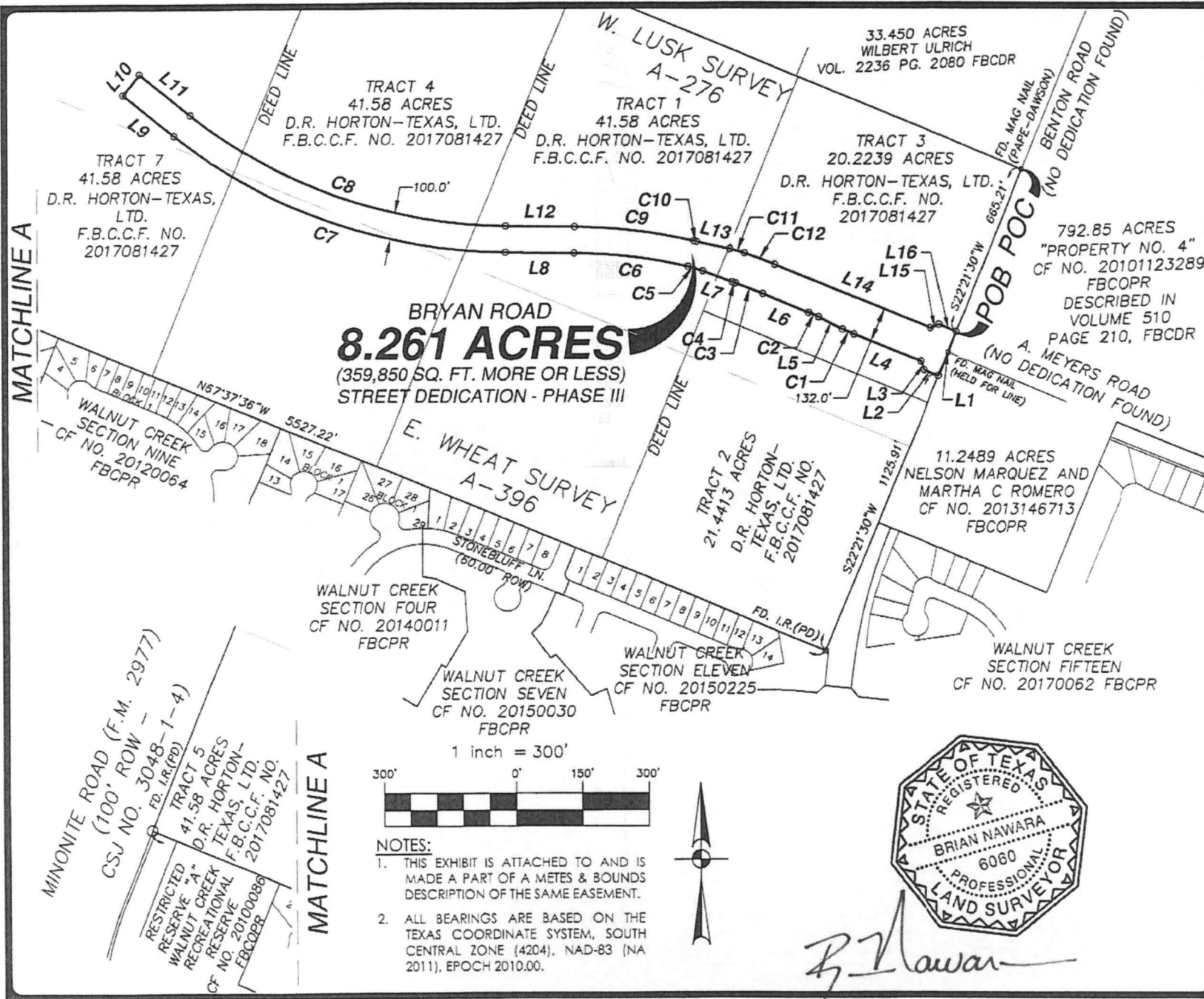
S $67^{\circ}38'30''$ E, a distance of 72.00 feet to the POINT OF BEGINNING and being 8.261 acre tract in the Fort Bend County, Texas.



PREPARED BY:
DATE:
JOB NO.
DOC. ID.

Pape-Dawson Engineers, Inc.
May 18, 2018
40166-10
\\hou-file\\TempK\\survey\\PROJECTS\\CIVILHOUSTON\\40166-10\\
Word\\FN40166-10 8.261 AC STREET DEDICATION- SUNSET PHASE III.docx

B. Nawara



PAPE-DAWSON ENGINEERS

HOUSTON 1 SAN ANTONIO 1 AUSTIN 1 FORT WORTH 1 DALLAS
 1933 NORMANDY AVE, STE 303 1 HOUSTON, TX 77062 1 713.623.3409
 TYPY FAX REGISTRATION 4423 1 TEXAS PROFESSIONAL SURVEYOR 1

SUNSET CROSSING EXHIBIT

BRYAN ROAD
STREET DEDICATION - PHASE III
FORT BEND COUNTY, TEXAS

JOB NO. 40166-10
 DATE JUNE 2018
 DESIGNER
 CHECKED BWN
 DRAWN AWL
 SHEET 1 of 2



Brian Nawara

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	500.00'	5°17'12"	N64°59'54"W	46.12'	46.13'
C2	500.00'	4°36'45"	N65°20'08"W	40.24'	40.25'
C3	1940.00'	3°20'35"	N69°18'48"W	113.18'	113.20'
C4	500.00'	1°16'15"	N70°20'58"W	11.09'	11.09'
C5	500.00'	6°55'56"	N73°10'49"W	60.46'	60.50'
C6	1950.00'	12°40'32"	N82°59'03"W	430.52'	431.40'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C7	2050.00'	37°43'45"	N70°27'26"W	1,325.67'	1349.92'
C8	1950.00'	37°43'45"	S70°27'26"E	1,261.00'	1284.07'
C9	2050.00'	12°40'12"	S82°59'13"E	452.40'	453.32'
C10	500.00'	1°05'19"	S77°11'46"E	9.50'	9.50'
C11	500.00'	6°38'20"	S74°25'16"E	57.90'	57.93'
C12	2060.00'	3°27'36"	S69°22'18"E	124.38'	124.40'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°21'30"W	182.00'
L2	N67°38'30"W	60.00'
L3	N22°38'30"W	35.36'
L4	N67°38'30"W	270.57'
L5	N63°01'45"W	102.64'
L6	N67°38'30"W	188.07'
L7	N69°42'50"W	120.89'
L8	N89°19'18"W	259.55'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N51°35'33"W	250.19'
L10	N38°24'27"E	100.00'
L11	S51°35'33"E	250.19'
L12	S89°19'18"E	259.55'
L13	S77°44'26"E	131.90'
L14	S67°38'30"E	635.22'
L15	N67°21'30"E	35.36'
L16	S67°38'30"E	72.00'

SYMBOL LEGEND	
FBCDR	FORT BEND COUNTY DEED RECORDS
FBCOPR	FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
FBCPR	FORT BEND COUNTY PLAT RECORDS
PG.	PAGE
VOL.	VOLUME
NO.	NUMBER

SYMBOL LEGEND	
ROW	RIGHT-OF-WAY
FD.	FOUND
POB	POINT OF BEGINNING
○	5/8" I.R. WITH "PAPE-DAWSON" CAP
CF	CLERK'S FILE

PAPE-DAWSON
ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
10332 RICHMOND AVE. STE 900 | HOUSTON, TX 77042 | 713-428-2400
TYPE FIRM REGISTRATION #429 | TUPLES FIRM REGISTRATION #193294

SUNSET CROSSING EXHIBIT
BRYAN ROAD
STREET DEDICATION - PHASE III
FORT BEND COUNTY, TEXAS

JOB NO. 40166-10
DATE JUNE 2018
DESIGNER _____
CHECKED BWN
DRAWN AWL
SHEET 2 of 2

EXHIBIT "C"

Bryan Road and Benton Road Right-of-Way Dedication

