

**JOINT PROJECT AGREEMENT REGARDING ROAD RIGHT-OF-WAY  
AND RELATED CONSTRUCTION**

This Joint Project Agreement Regarding Road Right-of-Way and Related Construction (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between Fort Bend County, Texas (the "County"), a political subdivision of the State of Texas, Fort Bend County Municipal Utility District No. 216 (the "District"), a political subdivision of the State of Texas, Fort Bend County Toll Road Authority (the "Authority"), a local government corporation created by the County pursuant to Chapter 431 of the Texas Transportation Code, and Fulshear Lakes, Ltd., a Texas limited partnership, by Fulshear Lakes GP, L.L.C, a Texas limited liability company, its general partner (the "Developer") (collectively, the "Parties" or individually, a "Party").

**Background**

The Developer owns the land within the boundaries of the District which it intends to develop for residential and commercial purposes. The District was created to provide public infrastructure, including roads, to serve the land within its boundaries; and

The County, in conjunction with the Texas Department of Transportation ("TxDOT") and the Authority, are planning for future widening of FM 1093 located at the southern boundary of the District; and

The Parties desire to coordinate and allocate responsibility for the acquisition of approximately 6.9 acres of road right-of-way located within the District and owned by the Developer, as shown on **Exhibit A** attached hereto (the "ROW Property"), for the future widening of the FM 1093 corridor; and

The Parties desired to provide for access into the District across the ROW Property.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, obligations, and benefits contained herein, the Parties agree as follows:

**AGREEMENT**

1. At the request and direction of District, the Developer shall convey to the District, at its cost (subject to reimbursement in accordance with the Developer's development reimbursement agreements with the District), fee title to the ROW Property. The District shall thereafter transfer fee title to the ROW Property to the Authority within 60 days of the Authority's written request for same, pursuant to a deed in substantially the form shown on **Exhibit B** attached hereto. The District and the Developer shall, simultaneously with conveyance of the ROW Property and as required by the Authority as a condition of this Agreement, execute a quitclaim deed (without any warranty) to the Authority for the former rail right-of-way adjacent to the ROW Property (the "Adjacent ROW Property") in substantially the form shown on **Exhibit C** attached hereto, provided that the Developer and District shall be entitled to continue to utilize the one (1) existing point of ingress and egress from F.M. 1093 across such Adjacent ROW Property (in the location depicted on **Exhibit D** and in a width of not less than thirty feet) for all purposes until such time as alternate paved public access is constructed and operational to the District from F.M. 1093 for all purposes as contemplated under this Agreement. District's execution of a quitclaim deed for the Adjacent ROW Property shall be further

subject to Developer having first quitclaimed any interest it may have in the Adjacent ROW Property to District.

2. The County and the Authority approve the four (4) access points depicted in **Exhibit A** (collectively, the "Access Points") and will provide written support to TxDOT for the approval of the Access Points and permit applications associated therewith, if requested by the District, the City of Fulshear (the "City") and/or the Developer. The County agrees to provide sponsorship of road crossing and/or driveway locations for TxDOT approvals, to the extent such roads are outside the jurisdiction of the City.

3. The County may refuse to permit any access to the ROW Property until the Developer or District provides a copy of a validly executed deed restriction, in the form attached hereto as **Exhibit E**, related to the Authority's criteria for signage along toll roads and/or corridors, applying the Authority's signage policy to the land within the District. However, it shall not be necessary to provide the deed restriction in order for Developer or District to utilize the one (1) access point which currently exists as set forth in Section 1 hereof. Notwithstanding recordation of the deed restriction, the District and Developer (and their respective successors and assigns) are expressly permitted to use future Authority standards related to signage along toll road corridors that are more beneficial to the District and/or the Developer (including but not limited to any variances to the Authority's standards which are approved in writing by the Authority). Such deed restriction shall automatically expire and be of no further force and effect on such date as a toll road is constructed on or adjacent to the ROW Property, at which point, the District and Developer shall comply with the Authority's then-current policy related to signage along toll road corridors. Upon any such automatic expiration, the Authority agrees to provide, upon written request, an executed recordable instrument memorializing and confirming such termination; however, receipt of an executed copy of and recordation of such instrument shall in no way impact the fact that such deed restriction shall have terminated under its own terms. Temporary signs placed by District or Developer in the ROW Property, Adjacent ROW Property and/or other property within the District's boundaries ("Adjacent Property"), due to their non-permanent nature, shall not be required to meet criteria for signage along toll roads and/or corridors. However, temporary signs shall have a Sign Area (as defined in those certain Sign Regulations Applicable to the Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Road in Fort Bend County, Texas, adopted on April 23, 2019, as may be hereafter amended) of no more than 32 square feet unless such Sign Regulations are hereafter amended to allow larger signage) and the location of such temporary signs shall be subject to Authority approval, which shall not be unreasonably withheld. The term "temporary" means the period of time from the date such signs are installed until such time as the respective sign unreasonably interferes with a road and/or mobility project within the FM 1093 right of way being constructed by the Authority, including within the ROW Property or the Adjacent ROW Property.

4. The County shall abandon the Rustic Oaks Subdivision according to the map or plat thereof, recorded under Volume 14, Page 13 of the Plat records of Fort Bend County, and abandon any portions of the Cornelius Randon Estate, a subdivision of record in Volume 179, Page 128A of the deed records of Fort Bend County, Texas ("Randon Subdivision") which lie within the boundaries of the District. County agrees to commence procedures to abandon the subdivision(s) within forty-five (45) days of the Effective Date and shall use its good faith best efforts to complete the abandonment as soon as reasonably possible thereafter, but in no event shall the abandonment occur later than seventy five (75) days from the Effective Date. The District shall not be obligated to transfer the ROW Property to the Authority as set forth in paragraph 1 until this abandonment is completed.

However, the County and Authority shall not be obligated to approve and provide support for the Access Points described in paragraph 2 until the District transfers the ROW Property to the Authority pursuant to paragraph 1. Notwithstanding the foregoing, in the event that any additional land is annexed into the District after the Effective Date, and any portion of such annexed land is within the Randon Subdivision, the District and/or Developer may require by written request that the County abandon any portion of the Randon Subdivision then located within the District. In such event, County shall use good faith best efforts to complete the abandonment as soon as reasonably possible, but in no event shall such abandonment occur later than seventy five (75) days from the date of delivery of the request from District and/or Developer. Notwithstanding anything set forth herein to the contrary, the County's abandonment of the subdivisions as set forth herein shall be subject to and limited by all applicable law, including, but not limited to, Section 232.008 of the Texas Local Government Code.

5. Nothing in this Agreement will reduce the eligibility for the Developer and/or the District to take advantage of and/or prevent the Developer and/or the District from utilizing any drainage flow credits which have been included in the design and/or construction of roadways and/or drainage systems located within either the F.M. 1093 right-of-way, the Adjacent ROW Property and/or the ROW Property and which have been sized to accommodate and/or serve areas within the District, in a manner as determined in the discretion of the Developer and/or the District. However, the District and/or Developer agree to negotiate in good faith with the County and Authority during the design of the District drainage/detention system to identify opportunities for potential shared drainage/detention facilities and shared costs on terms acceptable to the District, Authority, and/or the County (to the extent such costs are for the benefit of multiple parties), to accommodate future County and/or Authority road projects on and adjacent to the ROW Property.

6. The Parties agree to execute any additional documents reasonably required to (i) memorialize and establish the ROW Property dedication and amounts attributable thereto as "consideration" in lieu of payment for access rights and (ii) facilitate reimbursement for same, from future bonds and/or other payments made by the District and/or other entities, to the Developer. Following execution of this Agreement by all Parties, District shall record an executed copy of same in the real property records of Fort Bend County, Texas. All Parties consent to such recording by District.

7. The recitals and all referenced exhibits are incorporated into the Agreement for all purposes.

8. In addition to specific obligations within this Agreement, each Party generally agrees that it shall perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other Parties may reasonably request in order to achieve the intentions and objectives that are consistent with the requirements of this Agreement.

9. All notices, requests, approvals, and other communications required or permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon receipt when delivered by overnight courier or hand delivery, or (ii) two (2) business days after deposit with the US Postal Service, sent certified mail, return receipt requested, postage prepaid, and in each case addressed as follows:

If to the Authority: Fort Bend County Toll Road Authority

c/o The Muller Law Group, PLLC  
202 Century Square Blvd.  
Sugar Land, Texas 77478  
Attn: Rich Muller

If to the County: Fort Bend County, Texas  
401 Jackson Street, 1st Floor  
Richmond, Texas 77469  
Attention: County Judge

If to the District: Fort Bend County Municipal Utility District No. 216  
c/o Schwartz Page & Harding, LLP  
1300 Post Oak Blvd, Ste 1400  
Houston, Texas 77056  
Attn: Joseph Schwartz

If to the Developer: Fulshear Lakes, Ltd.  
c/o Sam Yager Incorporated  
1500 City West Boulevard, Suite 400  
Houston, Texas 77042

Any Party may designate a different address or manner of delivery by giving at least ten (10) days written notice to the other Parties in the manner provided above.

10. This Agreement, together with all referenced exhibits, contains the entire agreement between the Parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to the same. Each Party expressly represents and warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party. This Agreement may only be modified, amended, or terminated in a writing signed by all Parties.

11. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any subdivision of, resident of or owner of property within any Party.

12. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

13. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

14. The provisions of this Agreement are severable, and if any provision of this Agreement shall be declared void, illegal, or unenforceable by any court, administrative agency, or other body having valid jurisdiction, the entire Agreement shall not be void; but the remaining

provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

15. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations, and laws which may be applicable by the United States, the State of Texas, or any other regulatory agency having jurisdiction. This Agreement, and all claims arising from or relating to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, and the state courts in Fort Bend County, Texas, shall have exclusive jurisdiction with respect to any disputes arising from or relating to this Agreement.

16. As required by Chapter 2270, Texas Government Code, Developer hereby verifies that Developer, including a wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of same, does not boycott Israel and will not boycott Israel through the term of this Agreement. "Boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended. Pursuant to Chapter 2252, Texas Government Code, Developer represents and certifies that, at the time of execution of this Agreement, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

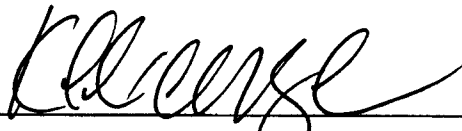
17. The Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel.

18. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date of this Agreement, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

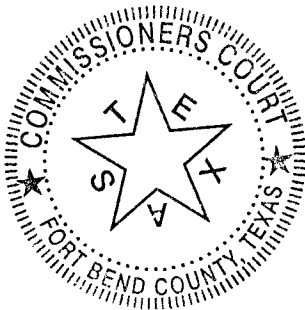
FORT BEND COUNTY, TEXAS

By:   
KP George, County Judge

ATTEST:

By:   
Laura Richard, County Clerk

(SEAL)



IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 216

By: Lisa Barnett  
Lisa Barnett, Board President

ATTEST:

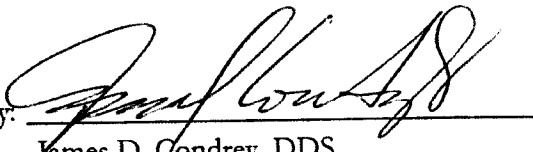
By: [Signature]  
Secretary, Board of Directors



- Exhibit A – Legal Description and Sketch of ROW Property
- Exhibit B – Form of Special Warranty Deed of ROW Property
- Exhibit C – Form of Quitclaim Deed for Adjacent ROW Property
- Exhibit D – Existing Access Point
- Exhibit E – Form of Deed Restrictions for Toll Road Signage

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

By:   
James D. Condrey, DDS  
Chairman, Board of Directors

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original, as of the date and year first above written.

FULSHEAR LAKES, LTD.,  
a Texas limited partnership

By: Fulshear Lakes GP, LLC,  
a Texas limited liability company,  
its general partner

By: 

Sam H. Yager, III,  
Vice President

**EXHIBIT A**

**LEGAL DESCRIPTION AND SKETCH OF ROW PROPERTY**

(see attached)

**DESCRIPTION OF  
6.901 ACRES  
100' STRIP**

Being 6.901 acres of land located in the John Randon League, Abstract 76, Fort Bend County, Texas, more particularly being a portion of that certain called 70.1425 acre tract (Tract 1) described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007853 in the Official Public Records of Real Property of Fort Bend County, Texas (F.B.C.O.P.R.), said 70.1425 acre tract being all of Rustic Oaks Subdivision, a subdivision of record in Slide No. 185B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), also being a portion of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854, F.B.C.O.P.R., and being a portion of Lot 1, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 3 of said Rustic Oaks Subdivision, said 6.901 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the southeast corner of said 411.052 acre tract, same being the southwest corner of that certain called 58.139 acre tract described in the deed to K. R. Arnold, Et Ux by an instrument of record under File Number 1999008859, F.B.C.O.P.R., same being on the north line of that certain called 100' wide strip of land described in the deed to Fort Bend County Toll Road Authority by an instrument under File Number 2015058468, F.B.C.O.P.R.;

Thence, South 81° 25' 02" West, with the common line of said 411.052 acre tract, said 70.1425 acre tract, the aforementioned Lots 1 through 6, Block 3, the aforementioned Lot 1, Block 1, and said 100' wide strip, 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said 70.1425 acre tract, the southwest corner of said Lot 1, Block 1, and the southeast corner of that certain called 3.157 acre tract described in an instrument of record under File Number 2017129223, F.B.C.O.P.R.;

6.901 Acre

Revised February 22, 2019  
February 21, 2019  
Job No. LJAS001-2379-0001

Thence, North 02° 37' 49" East, with the common line of said 70.1425 acre tract, said Lot 1, Block 1, and said 3.157 acre tract, 101.95 feet to a point for corner;

Thence, North 81° 25' 02" East, departing said common line, 3,001.74 feet to a point for corner on the common line of the aforementioned 411.052 acre tract and the aforementioned 58.139 acre tract;

Thence, South 02° 18' 57" East, with said common line, 100.60 feet to the POINT OF BEGINNING and containing 6.901 acres of land.

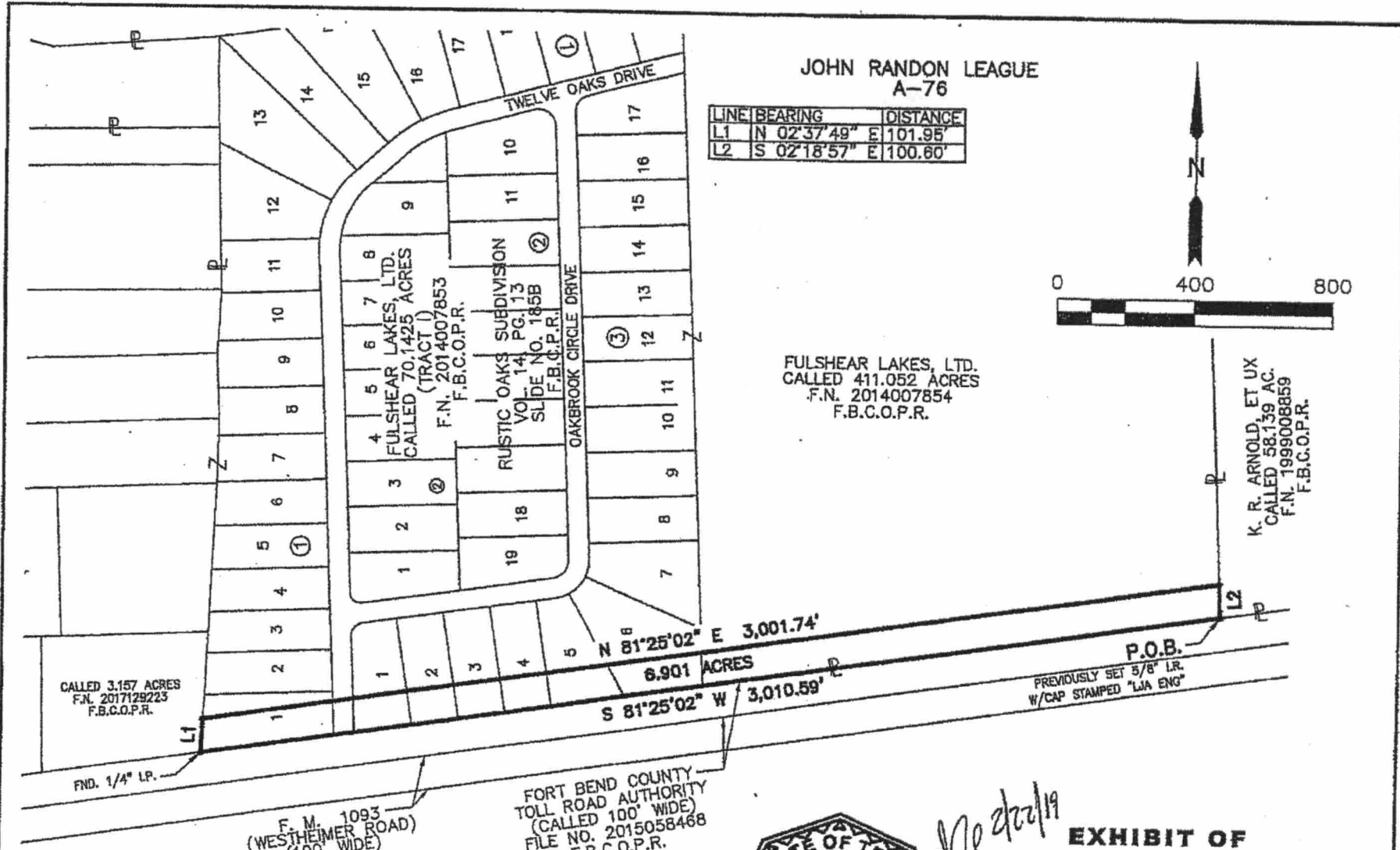
This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

LJA Surveying, Inc.

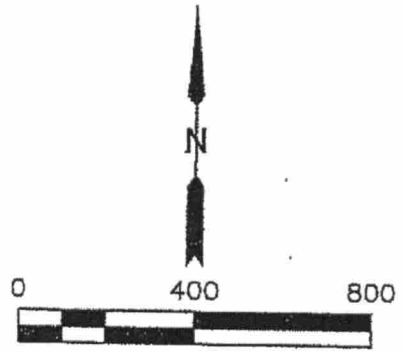


*A.G.F.* 2/22/19

I:\Projects\SURVEY\2379\0001\CAD\Ex\_6.901Ac\_100' Strip.dwg 2/22/2019



LINE	BEARING	DISTANCE
L1	N 02°37'49\"	E 101.95'
L2	S 02°18'57\"	E 100.60'



FULSHEAR LAKES, LTD.  
CALLED 411,052 ACRES  
F.N. 2014007854  
F.B.C.O.P.R.

K. R. ARNOLD, ET UX  
CALLED 58,139 AC.  
F.N. 1999008859  
F.B.C.O.P.R.

CALLLED 3,157 ACRES  
F.N. 2017129223  
F.B.C.O.P.R.

F. M. 1093  
(WESTHEIMER ROAD)  
(100' WIDE)

FORT BEND COUNTY  
TOLL ROAD AUTHORITY  
(CALLED 100' WIDE)  
FILE NO. 2015058468  
F.B.C.O.P.R.

P.O.B.  
PREVIOUSLY SET 3/8\"

**NOTE:**

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.
3. THIS EXHIBIT IS BASED ON RECORD INFORMATION ONLY AND DOES NOT REFLECT AN ON THE GROUND SURVEY.



*Handwritten signature and date: 2/22/19*

**EXHIBIT OF  
6.901 ACRES  
100' STRIP  
IN THE**

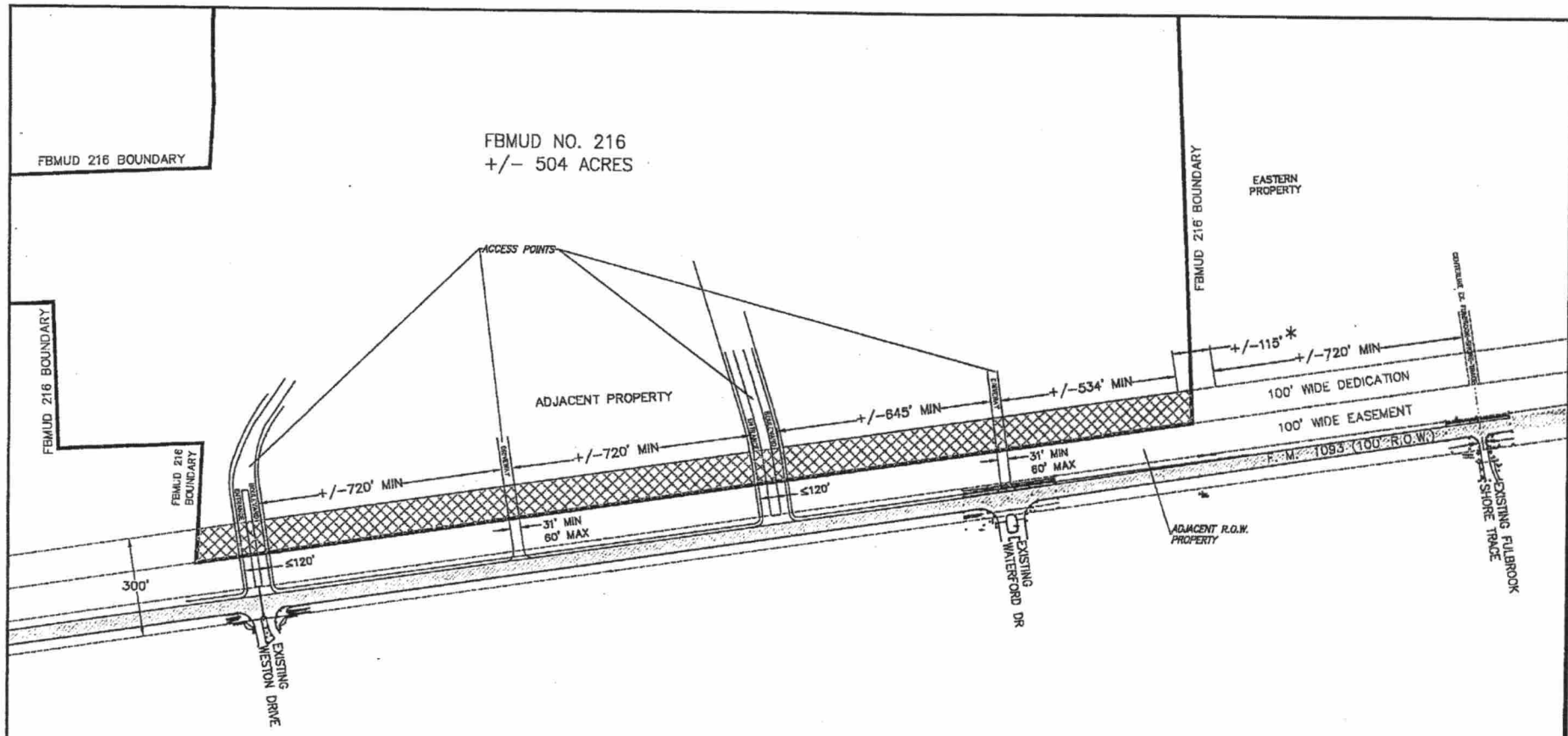
**JOHN RANDON LEAGUE, A-76  
FORT BEND COUNTY, TEXAS**  
FEBRUARY 2019      JOB NO. 2379-0001

**LJA Surveying, Inc.**

2929 Briarpark Drive  
Suite 175  
Houston, Texas 77042

Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10194382

Revision 1 - 2/22/19 - General Revisions



FBMUD NO. 216  
+/- 504 ACRES

FBMUD 216 BOUNDARY

EASTERN PROPERTY

ACCESS POINTS

ADJACENT PROPERTY

FBMUD 216 BOUNDARY

FBMUD 216 BOUNDARY

FBMUD 216 BOUNDARY

300'

EXISTING DRIVE

EXISTING WATERFORD DR

ADJACENT R.O.W. PROPERTY

EXISTING FULLBROOK SHORE TRAIL

+/- 115'\*

+/- 720' MIN

100' WIDE DEDICATION

100' WIDE EASEMENT

+/- 645' MIN

+/- 534' MIN

+/- 720' MIN



+/- 720' MIN

31' MIN  
60' MAX

≤ 120'

F.M. 1093 (100' R.O.W.)

**LEGEND**

-  R.O.W. PROPERTY (6.9 ACRES) FOR DRIVEWAY ACCESS
-  EXISTING PAVING WITHIN 100' WIDE R.O.W. OF FM 1093

ALL ACCESS SPACING AND WIDTH DEPICTED IS APPROXIMATE AND SUBJECT TO ADJUSTMENT BASED ON ALIGNMENT WITH EXISTING ROADS (DEPICTED ABOVE), DESIGNED ACCESS WIDTH, FIELD CONDITIONS AND FUTURE SITE PLAN REQUIREMENTS. ALL MINIMUM ACCESS DRIVEWAY AND/OR ROADWAY SPACING ABOVE IS TO BE MEASURED FROM CENTERLINE TO CENTERLINE AT THE COMMON BOUNDARY OF THE F.M. 1093 R.O.W. AND ADJACENT R.O.W. PROPERTY.

\*NOTE - AN ADDITIONAL 30' WIDE TO 60' DRIVEWAY ACCESS IS PERMITTED WITHIN THIS 115' WIDE ZONE SUBJECT TO THE TERMS OF THE AGREEMENT.

<b>FB MUD 216 - FULSHEAR LAKES</b>	
FM 1093 ACCESS POINTS	
<small>LJA Engineering, Inc. 2235 Sprague Street Dallas, TX 75242</small>	<small>Phone 714.963.5259 Fax 714.963.5276 F001-P-1588</small>
<small>LJA PROJECT NO. 2463-0100</small>	
<small>DATED FEBRUARY 2018</small>	<small>DRAWN BY J.D./AM</small>

Date\Time : Wed, 15 May 2018 - 1:38pm User Name : rholak  
Path\Name : E:\Projects\2463\EXHIBITS\Exhibit - DRIVEWAYS (2018-02-01 Landplan) OPT B NWH.dwg

FULSHEAR LAKES DRIVEWAY SPACING

**EXHIBIT B**  
**FORM OF SPECIAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

Fort Bend County Municipal Utility District No. 216, a conservation and reclamation district and body politic and corporate of the State of Texas ("District"), owns that certain real property located in Fort Bend County, Texas, depicted and described by metes and bounds in **Exhibit A** (the "ROW Property").

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including the terms and conditions of that certain Joint Project Agreement Regarding Road Right of Way and Related Construction by and among District, County, Authority, and Developer (defined herein) dated \_\_\_\_\_, 2019 (the "Joint Project Agreement") and the benefits accruing or to accrue to the District by reason of the location and construction of the Access Points (as defined below), the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations, exceptions, and limitations set forth herein, District hereby sells and conveys to the Fort Bend County Toll Road Authority, a local government corporation created by Fort Bend County, Texas (the "County") pursuant to Chapter 431 of the Texas Transportation Code and whose address is c/o The Muller Law Group PLLC, 202 Century Square Blvd., Sugar Land, Texas 77478, Attn: Richard Muller ("Authority"), the ROW Property, together with all and singular the rights and appurtenances pertaining thereto.

Reservations from Conveyance (collectively, the Access Point Reservation, the Utility Reservation, the Landscape, Maintenance and Signage Reservations and the Mineral Reservation, as all are defined hereinbelow):

**Access Point Reservation:**

The District reserves unto itself and its successors and assigns the right to direct vehicular ingress and egress between the property within District's boundaries described on **Exhibit B** (the "Adjacent Property") and F.M. 1093, such right to exist on, over, across and through the ROW Property and the Adjacent ROW Property (as hereinafter defined) at the below described points (herein the "Access Point Reservation" and the below-described points of ingress and egress being collectively referred to as the "Access Points" and individually, an "Access Point") as follows:

- (a) One (1) interim Access Point which is in the location of the driveway that exists across the Adjacent ROW Property as of the date hereof, and which shall extend northward

across the ROW Property to the Adjacent Property in a width of not less than thirty (30) feet. The interim Access Point is reflected on Exhibit D to the Joint Project Agreement. This interim Access Point may be utilized prior to the construction of any road on the ROW Property or Adjacent ROW Property and will terminate upon the opening for public use of either one of the two westernmost permanent Access Points shown on Exhibit C.

- (b) The four (4) permanent Access Points shown on Exhibit C, which extend from F.M. 1093 across the Adjacent ROW Property and the ROW Property to the Adjacent Property, meeting the lesser spacing of either (1) the spacing reflected on Exhibit C, (2) 720' minimum driveway spacing, or (3) such lesser distance spacing standards adopted hereafter by the County and/or the Texas Department of Transportation ("TxDOT"), including any approved variances thereto. The Access Points shall be subject to any minor spacing adjustments necessary for TxDOT approval and/or reasonably necessary to avoid conflicts with utilities, drainage and/or other existing improvements.
- (c) A potential fifth (5<sup>th</sup>) permanent Access Point within the 115-foot-area designated with the label "+/- 115'\*" on Exhibit C under the following conditions:
- (1) When Fulshear Lakes, Ltd. (the "Developer") or the District would like installation of driveway access for the easternmost portion of the Adjacent Property, they shall first contact the County in writing.
  - (2) The County shall then (i) contact the owner of the property immediately east of the District's boundaries about a driveway access on the eastern property owner's land (the "Eastern Property") which would meet the 720' spacing, and (ii) use best efforts to assist the District and Developer and the owner of the Eastern Property in reaching agreement on a mutually beneficial shared driveway.
  - (3) If the District, Developer, and the owner of the Eastern Property are unable to reach an agreement on a mutually beneficial shared driveway, no 5<sup>th</sup> Access Point shall be allowed.

Notwithstanding anything to the contrary stated herein or in the attached exhibits, all measurements for the minimum spacing of Access Points described above and/or depicted on Exhibit C are from the centerlines of driveways and/or any roads as measured at the property boundary between the Adjacent ROW Property and the F.M. 1093 right-of-way owned by TxDOT. All driveways shall be constructed at points depicted on Exhibit C (subject to subsections (a) through (c) immediately above) in compliance with the Fort Bend County driveway/access criteria, including any deceleration lanes required thereunder. If the Fort Bend County driveway/access criteria for the class of public road constructed on the ROW Property and lands immediately north thereof, which are in effect at the time of construction of any Access Point into the Adjacent Property, provide for a different spacing, configuration or other criteria, the District may elect to use then-current standards, at its sole discretion. Subject to the spacing requirements and all other requirements set forth herein, access improvements required for the Access Points shall meet the standard minimum conditions required by TxDOT or the published standard minimum requirements of the County in effect on the date that plans are submitted to the County for review and approval, whichever is more stringent.

The District or an owner of the Adjacent Property may apply for construction access driveways and related temporary improvements for construction and/or maintenance purposes in addition to the Access Points described above. Such driveways and improvements are subject to the County/Authority/TxDOT requirements for such driveways and improvements and may be

permitted at lesser spacing than the permanent Access Points. The term "temporary" means the period of time from the date that such improvements are constructed until the time that such improvements unreasonably interfere with a road and/or mobility project being constructed within the FM 1093 right of way, including within the ROW Property or the Adjacent ROW Property.

#### Utility Reservation:

The parties recognize that the possible future development of the Adjacent Property will require the installation of public and private utilities in the area of the ROW Property, and that easements for same will be required. Given that, and in recognition that such possible future development would have an impact on regional traffic demand, District excepts and reserves, for itself, Developer and Developer's successors-in-title of the Adjacent Property, from the grant of the ROW Property, an easement for all public and private utilities (the "Utilities") necessary or convenient to the development of the Adjacent Property (the "Utility Reservation"), provided the Utilities are (i) installed in a generally perpendicular fashion to any roadway improvements constructed within the ROW Property and (ii) in such locations and manner as reviewed and approved by TxDOT to be in compliance with Title 43 of the Texas Administrative Code and all applicable local, City, County, State and federal rules and regulations. The Utilities within the ROW Property shall be subject to relocation by the owner thereof at the County or Authority's written request, at no cost to the County and Authority, to accommodate future expansion and/or improvement of any roadway constructed within the ROW Property.

#### Landscape, Maintenance and Signage Reservations:

The District or its assigns reserves the right (but not the obligation) to enter upon the ROW Property and any right-of-way adjacent thereto and/or located between the ROW Property and the F.M. 1093 right-of-way owned by TxDOT ("Adjacent ROW Property") which is owned by the County or the Authority, to clear, landscape, regrade, mow, improve, and maintain the non-roadway portions of the ROW Property and/or the referenced Adjacent ROW Property (the "Landscape Reservation").

The District or its assigns, reserves the right (but not the obligation), subject to prior approval of the Authority and the County, to fill, grade, excavate, and drain all or a portion of the ROW Property and/or any Adjacent ROW Property (the "Maintenance Reservation"). The approval of the Authority and County in this respect shall not be unreasonably conditioned, withheld or delayed. Responses to requests for Authority and/or County approvals in this paragraph shall be provided on or before thirty (30) days after receipt of a written request therefor.

The District or its assigns reserves the right to place temporary signage and temporary improvements, including, but not limited to, irrigation, landscaping, lighting, sidewalks and fencing, within the ROW Property, and/or the Adjacent ROW Property and/or the Adjacent Property (the "Signage Reservation," and collectively, with the Landscape Reservation and the Maintenance Reservation, the "Landscape, Maintenance and Signage Reservations"). Temporary signs shall have a Sign Area (as defined in those certain Sign Regulations Applicable to the Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Road in Fort Bend County, Texas, adopted on April 23, 2019, as may be hereafter amended) of no more than 32 square feet (unless such Sign Regulations are hereafter amended to allow larger signage), and the location of such temporary signs shall be subject to Authority approval, which shall not be unreasonably withheld. The term "temporary" means the period of time from the date that such signage or improvements are constructed until the time that

such respective signage or improvements unreasonably interfere with a road and/or mobility project within the FM 1093 right of way being constructed by the Authority, including within the ROW Property or the Adjacent ROW Property. On such date as such road and/or mobility project within the FM 1093 right of way is being constructed by the Authority, the District agrees to and shall require its assigns to comply with the Authority's current policy related to signage along toll road corridors, provided that the District or its assigns may use future Authority standards related to signage along toll road corridors that are more beneficial to the District or its assigns.

The provisions of the Access Point Reservation, Utility Reservation, and Landscape, Maintenance and Signage Reservations shall be a covenant running with the ROW Property, the Adjacent ROW Property, and the Adjacent Property, binding on and/or benefitting the ROW Property, the Adjacent ROW Property, and the Adjacent Property.

#### **Mineral Reservation:**

The District further excepts and reserves, unto itself and its successors and assigns, all groundwater and all oil, gas and other minerals (collectively, "Water and Minerals") located in, on, under or that may be produced from the ROW Property (the "Mineral Reservation"). The District, for itself and on behalf of its successors and assigns, hereby waives and releases all rights of ingress and egress upon the surface of the ROW Property for the purpose of exploring, developing, mining or drilling for Water and Minerals (the "Surface Waiver"); provided, however, the District reserves the right, exercisable at any time, to conduct operations for exploration and recovery of Water and Minerals from beneath the surface of the ROW Property, so long as all surface operations in connection therewith are conducted from a location outside the boundaries of the ROW Property and otherwise in accordance with all applicable local, county and State rules and regulations, and upon the condition that none of such operations shall be conducted so near the surface of the ROW Property as to interfere with the intended use thereof or create a hazard to public users thereof.

#### **Remedies:**

The Authority and County consents to and agrees that, in the event of any breach, violation or failure to comply with the terms, conditions and restrictions of this Special Warranty Deed, in addition to other remedies that may be available to the District at law or in equity, the District shall be entitled to immediate injunctive relief and mandamus, to specific performance, and, to the maximum extent permitted by law, to actual damages (but excluding special or consequential damages). The Authority agrees and stipulates that the damages that will be suffered by the District as a result of any breach of the terms, conditions and restrictions hereof are difficult to calculate at this time. The Authority further agrees and stipulates that a breach of the terms, conditions and restrictions hereof will result in immediate and irreparable harm to the District, Developer and all future owners of the Adjacent Property. Accordingly, the Authority consents to and agrees and stipulates that in the event of a threatened breach of the terms, conditions and restrictions hereof, the District will be entitled, as a matter of law, to have a temporary restraining order, preliminary injunction and a permanent injunction issued and entered immediately by any court with jurisdiction over such claims.

#### **Exceptions to Conveyance:**

This conveyance is made subject to: (i) the liens securing payment of ad valorem property taxes for the current and all subsequent years, not yet due and payable; (ii) the Access Point

Reservation, Utility Reservation, Landscape, Maintenance and Signage Reservations and the Mineral Reservation; (iii) any encroachments or other matters that would be revealed by a physical inspection of the ROW Property as of the Effective Date of this instrument and/or shown by a current boundary or land title survey of the ROW Property; (iv) all matters filed of record in the real property records of Fort Bend County, Texas, as of the Effective Date of this instrument; collectively items (i) through (iv) hereof being referred to herein as the "Permitted Encumbrances") and all of the terms of the Joint Project Agreement, as it may be amended from time to time.

Taxes for the current year, if any, have been prorated as of the date hereof between the District and the Authority, and the payment of any such taxes through the Effective Date of this instrument shall be paid by or on behalf of the District.

EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY PROVIDED HEREIN, AUTHORITY ACKNOWLEDGES AND AGREES BY ACCEPTING THIS SPECIAL WARRANTY DEED THAT DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE ROW PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE ROW PROPERTY, THE SUITABILITY OF THE ROW PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE ROW PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OF THE INCOME TO BE DERIVED FROM THE ROW PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE ROW PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE ROW PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. AUTHORITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ROW PROPERTY, AUTHORITY IS RELYING SOLELY ON AUTHORITY'S OWN INVESTIGATION OF THE ROW PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DISTRICT. AUTHORITY FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE ROW PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

By acceptance of this conveyance, Authority agrees, for itself, its successors and assigns, that the ROW Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions described below in subparagraphs (a) and (b):

- (a) solely for the purpose of enabling Authority or another public entity to operate, maintain, repair, alter, replace, remove, enlarge, supplement and improve certain road facilities, appurtenances, and related facilities, including the future widening of FM 1093, within, on, over, under or across the ROW Property, and for underground public utility facilities, and for no other purpose;

(b) the use by Authority of the ROW Property is limited by all restrictions and conditions of this Special Warranty Deed.

The restrictions in (a) and (b) are imposed to benefit the public interest of District and the Adjacent Property and for all subsequent owners of the same or any part thereof.

All Exhibits referenced herein are attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the ROW Property, subject to the Reservations from Conveyance, the Exceptions to Conveyance and the Permitted Encumbrances, together with all and singular the rights and appurtenances thereunto in anywise belonging and subject to all of the terms and conditions described herein, unto the Authority, its successors and assigns, forever. The District binds itself and its successors and assigns to warrant and forever defend, all and singular, the above described interests in the ROW Property, subject to the Reservations from Conveyance, the Exceptions to Conveyance and the Permitted Encumbrances and other matters stated above, to the Authority and the Authority's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through or under the District, but not otherwise.

[Signatures Follow]

EFFECTIVE as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date").

**DISTRICT:**

**FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 216**

By: \_\_\_\_\_  
Lisa Barnett, Board President

**ATTEST:**

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Lisa Barnett, President of the Board of Directors of the FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 216, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public Signature

(scal)

Exhibits to be attached before signing:

- Exhibit A – Legal Description of the ROW Property
- Exhibit B – Legal Description of the Adjacent Property
- Exhibit C – Driveway/Roadway Spacing Exhibit

AGREED TO AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

**AUTHORITY:**

FORT BEND COUNTY TOLL ROAD  
AUTHORITY

By: \_\_\_\_\_

James D. Condrey, DDS  
Chairman, Board of Directors

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by James D. Condrey, DDS, Chairman of the Board of Directors of the FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation, on behalf of said local government corporation.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

**Exhibit A**

**Legal Description and Sketch of the ROW Property**

(see attached)

DESCRIPTION OF  
6.901 ACRES  
100' STRIP

Being 6.901 acres of land located in the John Randon League, Abstract 76, Fort Bend County, Texas, more particularly being a portion of that certain called 70.1425 acre tract (Tract 1) described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007853 in the Official Public Records of Real Property of Fort Bend County, Texas (F.B.C.O.P.R.), said 70.1425 acre tract being all of Rustic Oaks Subdivision, a subdivision of record in Slide No. 185B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), also being a portion of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854, F.B.C.O.P.R., and being a portion of Lot 1, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 3 of said Rustic Oaks Subdivision, said 6.901 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

BEGINNING at a 5/8-Inch Iron rod with cap stamped "LJA ENG" previously set for the southeast corner of said 411.052 acre tract, same being the southwest corner of that certain called 58.139 acre tract described in the deed to K. R. Arnold, Et Ux by an instrument of record under File Number 1999008859, F.B.C.O.P.R., same being on the north line of that certain called 100' wide strip of land described in the deed to Fort Bend County Toll Road Authority by an instrument under File Number 2015058468, F.B.C.O.P.R.;

Thence, South 81° 25' 02" West, with the common line of said 411.052 acre tract, said 70.1425 acre tract, the aforementioned Lots 1 through 6, Block 3, the aforementioned Lot 1, Block 1, and said 100' wide strip, 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said 70.1425 acre tract, the southwest corner of said Lot 1, Block 1, and the southeast corner of that certain called 3.157 acre tract described in an instrument of record under File Number 2017129223, F.B.C.O.P.R.;

6.901 Acre

Revised February 22, 2019  
February 21, 2019  
Job No. LJA001-2379-0001

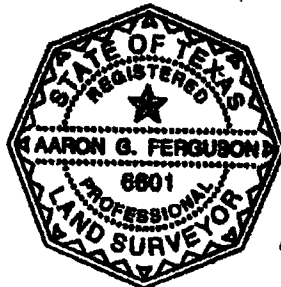
Thence, North 02° 37' 49" East, with the common line of said 70.1425 acre tract, said Lot 1, Block 1, and said 3.157 acre tract, 101.95 feet to a point for corner;

Thence, North 81° 25' 02" East, departing said common line, 3,001.74 feet to a point for corner on the common line of the aforementioned 411.052 acre tract and the aforementioned 58.139 acre tract;

Thence, South 02° 18' 57" East, with said common line, 100.80 feet to the POINT OF BEGINNING and containing 6.901 acres of land.

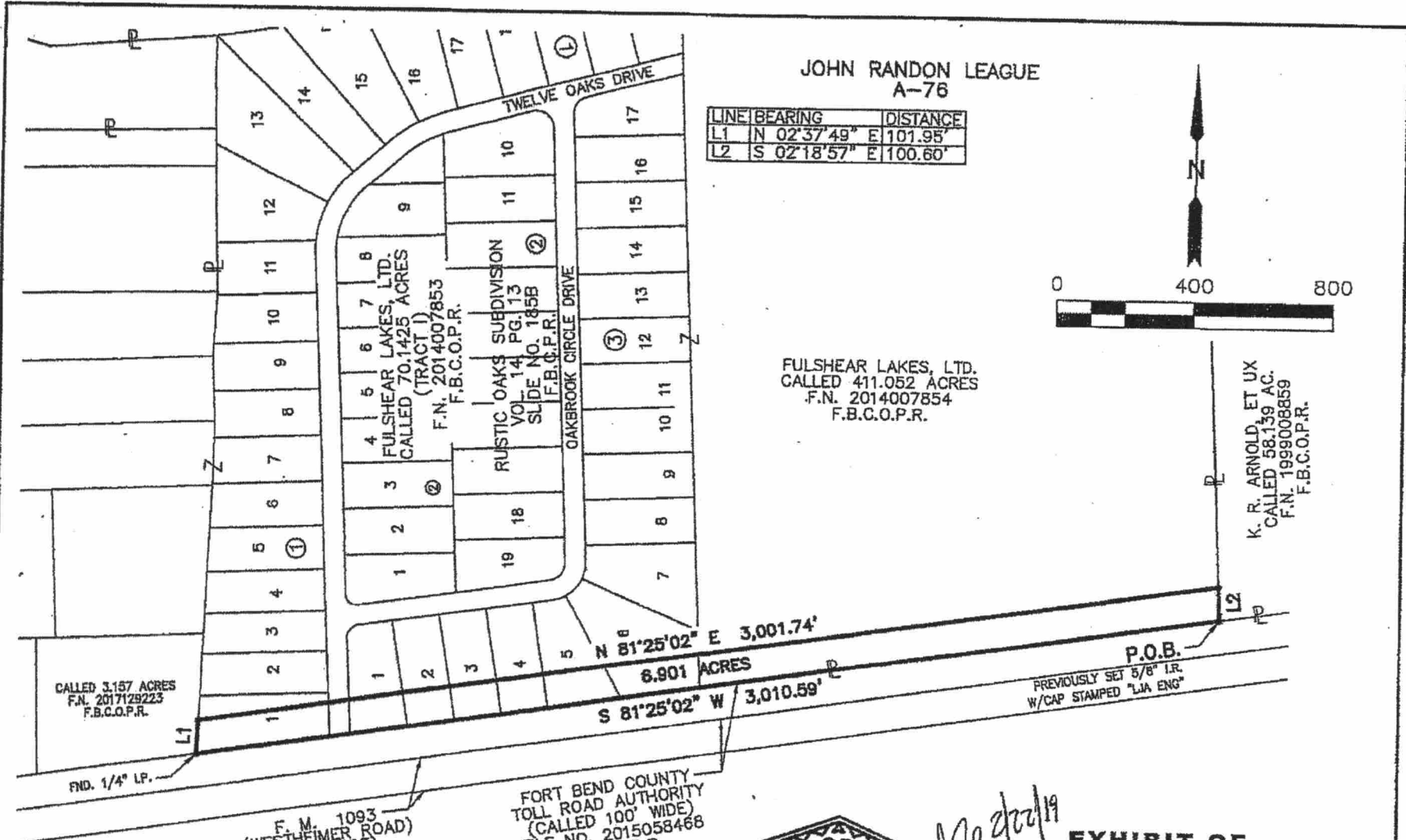
This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

LJA Surveying, Inc.



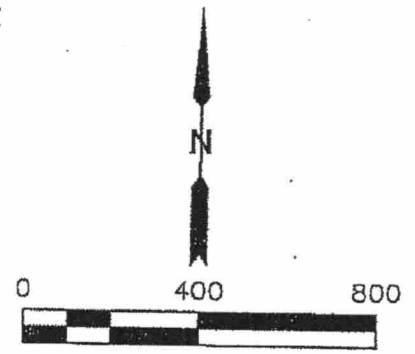
*AJF 2/22/19*

I:\Projects\SURVEY\2379\000\CAD\Ex\_6.901Ac\_100' Strip.dwg 2/22/2019



JOHN RANDON LEAGUE  
A-76

LINE	BEARING	DISTANCE
L1	N 02°37'49" E	101.95'
L2	S 02°18'57" E	100.60'



FULSHEAR LAKES, LTD.  
CALLED 411.052 ACRES  
F.N. 2014007854  
F.B.C.O.P.R.

K. R. ARNOLD, ET UX  
CALLED 58.139 AC.  
F.N. 1999008859  
F.B.C.O.P.R.

CALLED 3.157 ACRES  
F.N. 2017129223  
F.B.C.O.P.R.

F. M. 1093  
(WESTHEIMER ROAD)  
(100' WIDE)

FORT BEND COUNTY  
TOLL ROAD AUTHORITY  
(CALLED 100' WIDE)  
FILE NO. 2015058468  
F.B.C.O.P.R.

P.O.B.  
PREVIOUSLY SET 5/8" I.R.  
W/CAP STAMPED "LJA ENG"

- NOTE:
1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
  2. CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.
  3. THIS EXHIBIT IS BASED ON RECORD INFORMATION ONLY AND DOES NOT REFLECT AN ON THE GROUND SURVEY.



*[Handwritten signature]*  
2/22/19

**EXHIBIT OF  
6.901 ACRES  
100' STRIP**

**IN THE  
JOHN RANDON LEAGUE, A-76  
FORT BEND COUNTY, TEXAS**  
FEBRUARY 2019      JOB NO. 2379-0001

**LJA Surveying, Inc.**  
2929 Briarpark Drive      Phone 713.953.5200  
Suite 175      Fax 713.953.5026  
Houston, Texas 77042      T.B.P.L.S. Firm No. 10194382

**Exhibit B**

**Legal Description of Adjacent Property**

(see attached)

Revised May 1, 2014  
April 23, 2014  
Job No. 2493-0100-200

DESCRIPTION OF  
503.983 ACRES  
FORT BEND COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 216 BOUNDARY

Being 503.983 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by Instrument of record under File Number 2014007854 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), being all of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the Plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P.; and being all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 503.983 acres being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

BEGINNING at the common north corner of said 411.052 acre tract and that certain called 58.96 acre tract conveyed to Nigel Stewart Patterson, et ux by an instrument of record under File Number 2009110810, F.B.C.O.P.R.R.P., being on the line common to the north line of said John Randon League and the south line of the I. H. Charles League, Abstract Number 17 of said Fort Bend County, and being within existing Rogers Road (width varies), from which a found 5/8-inch iron rod (bent) bears North 09° 56' 38" West, 0.52 feet and also from which the common easterly corner of said John Randon League and the George Roberts League, Abstract Number 432 of said Fort Bend County bears North 87° 41' 03" East, 3,932.37 feet;

Thence, with the easterly line of said 411.052 acre tract, the following five (5) courses:

1. South 02° 02' 39" East, with the westerly line of said 58.96 acre tract, passing at 30.69 feet (called 31.0 feet) a found 1/2-inch iron pipe, and continuing for a total distance of 1,104.86 feet (called 1,105.0 feet) to a 1/2-inch iron pipe found for corner;
2. South 02° 21' 32" East, continuing with the westerly line of said 58.96 acre tract, 1,232.04 feet (called 1,232.08 feet) to a 3/4-inch iron pipe found for corner;
3. South 01° 43' 27" East, continuing with the westerly line of said 58.96 acre tract, 1,133.03 feet (called 1,132.98 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 58.96 acre tract;
4. North 87° 47' 51" East, with the southerly line of said 58.96 acre tract, passing at 296.51 feet a found 1" iron pipe, and continuing for a total distance of 1,004.52 feet (called 1,004.50 feet) to a 1/2-inch iron pipe found on the westerly line of that certain called 241.258 acre tract conveyed to Rogers Road Investors, LP by an instrument of record under File Number 2009066602, F.B.C.O.P.R.R.P.;
5. South 02° 18' 57" East, with the westerly line of said 241.258 acre tract, passing at 2,894.68 feet the approximate centerline of Fulshear Creek, same being the common westerly corner of said 241.258 acre tract and that certain called 58.139 acre tract conveyed to K. R. Arnold, et ux, by an instrument of record under File Number 1999008859, F.B.C.O.P.R.R.P., and continuing with the westerly line of said 58.139 acre tract, for a total distance of 4,646.53 feet (called 4,646.9 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA

ENG" previously set for the southeast corner of said 411.052 acre tract, being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.;

Thence, South  $81^{\circ} 25' 02''$  West, with the line common to the south line of said 411.052 acre tract and the north line of said 100-foot wide tract, passing at 1,532.69 feet (called 1,532.63 feet) a 1/2-inch iron pipe found for the common south corner of said 411.052 acre tract and aforementioned Rustic Oaks Subdivision, and continuing along the line common to the south line of said Rustic Oaks Subdivision and the north line of said 100-foot wide tract, continuing for a total distance of 3,010.59 feet to a 1/4-iron pipe found for the southwest corner of said Rustic Oaks Subdivision and aforementioned 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of aforementioned Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

Thence, North  $02^{\circ} 37' 49''$  East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd.;

Thence, South  $87^{\circ} 17' 09''$  West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North  $02^{\circ} 13' 49''$  West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South  $87^{\circ} 15' 05''$  West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South 02° 11' 04" East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch Iron pipe found for corner;

Thence, South 87° 05' 11" West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North 02° 29' 17" West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South 76° 14' 39" East, 0.23 feet;

Thence, South 87° 26' 47" West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

Thence, North 02° 33' 10" West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North 87° 25' 18" East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North 15° 28' 18" West, 0.92 feet;

Thence, North 02° 34' 42" West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an

instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South  $46^{\circ} 34' 34''$  West, 0.26 feet;

Thence North,  $87^{\circ} 25' 18''$  East, along the line common to said 4.000 acre tract and said called 9.15 acre tract, 887.17 feet, to 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a 1-inch pipe with "Cotton Surveying" cap bears South  $18^{\circ} 04' 42''$  East, 3.68 feet;

Thence North  $03^{\circ} 16' 16''$  East, with the line common to said 9.15 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 197.17 feet to a 1-inch iron pipe in concrete found for the common east corner of said 9.15 acre tract and that certain called 18.87 acre tract, designated Tract I, conveyed to Robert Fendley, by instrument of record under Volume 1415, Page 037, F.B.C.D.R.;

Thence, North  $01^{\circ} 17' 54''$  West, with the westerly line of said 70.1425 acre tract and Rustic Oaks Subdivision, 565.92 feet to a 1-inch iron pipe found for corner;

Thence, North  $00^{\circ} 49' 19''$  West, continuing along the westerly line of said 70.1425 acre tract and said Rustic Oaks Subdivision, 196.67 feet to a point for corner on the approximate centerline of Fulshear Creek and being the line common to the north line of said Rustic Oaks Subdivision, said 70.1425 acre tract and a south line of the aforementioned 411.052 acre tract;

Thence, along the south line of said 411.052 acre tract and along the meanders of said Fulshear Creek, the following five (5) courses:

1. South  $85^{\circ} 09' 23''$  West, 488.60 feet to a point for corner;
2. North  $74^{\circ} 47' 41''$  West, 354.56 feet to a point for corner;
3. North  $18^{\circ} 11' 05''$  West, 260.16 feet to a point for corner;

4. North  $09^{\circ} 17' 09''$  East, 391.53 feet to a point for corner;
5. North  $00^{\circ} 34' 16''$  West, 47.82 feet (called 48.67 feet) to a point for corner on the south line of that certain called 71.56 acre tract conveyed to Lavetta Lazzara by an instrument of record under Volume 2320, Page 1231, F.B.C.D.R., and an undivided fifty (50) percent interest conveyed to Lavetta Lazzara, Trustee by an instrument of record under Volume 2479, Page 591, F.B.C.D.R.;

Thence, North  $87^{\circ} 05' 26''$  East, with the common line of said 411.052 acre tract and said 71.56 acre tract, passing at 76.49 feet a found 1/2-iron pipe and continuing for a total distance of 817.56 feet (called 816.0 feet) to a 1/2-inch iron pipe found for corner;

Thence, North  $01^{\circ} 49' 07''$  West, with the line common to said 411.052 acre tract and said 71.56 acre tract, 2,373.01 feet (called 2,373.19 feet) to a PK-Nail in asphalt previously set for the northeast corner of said 71.56 acre tract;

Thence, North  $01^{\circ} 47' 54''$  West, with the westerly line of said 411.052 acre tract, 2,073.64 feet (called 2,074.08 feet) to a gun barrel found for the common easterly corner of that certain called 5.432 acre tract conveyed to Emma Jean Smith by an instrument of record under Volume 2707, Page 2128, F.B.C.D.R. and that certain called 46.33 acre tract conveyed to Frances Peckham Kelly, et al, by an instrument of record under volume 433, Page 87, F.B.C.D.R. and under Probate Record Number 08-CPR-020916 of the Probate Records of said Fort Bend County;

Thence, North  $01^{\circ} 20' 51''$  West, with the westerly line of said 411.052 acre tract, 1,070.10 feet (called 1,069.68 feet) to point for corner on the northerly line of the aforementioned John Randon League and the southerly line of the J. San Pierre Survey, Abstract Number 81, of said Fort Bend County and the northwest corner of said 411.052 acre

503.983 Acres

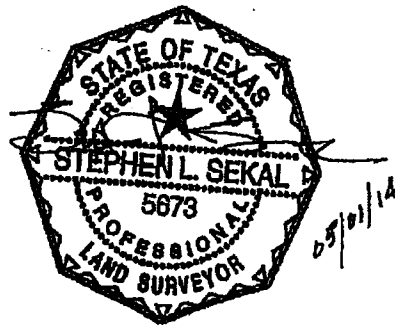
Revised May 1, 2014  
April 23, 2014  
Job No. 2493-0100-200

tract, and being within the aforementioned Rogers Road, from which a found 5/8-inch iron rod (bent) bears South 77° 51' 34" East, 0.29 feet;

Thence, North 87° 41' 03" East, with the northerly line of said 411.52 acre tract, said John Randon League, and the southerly line of said J. San Pierre Survey and the aforementioned I. H. Charles League, 1,829.92 feet to the POINT OF BEGINNING and containing 503.983 acres of land and of which 1.320 acres (57,529 square feet) of land lies within the existing roadway area of said Rogers Road.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

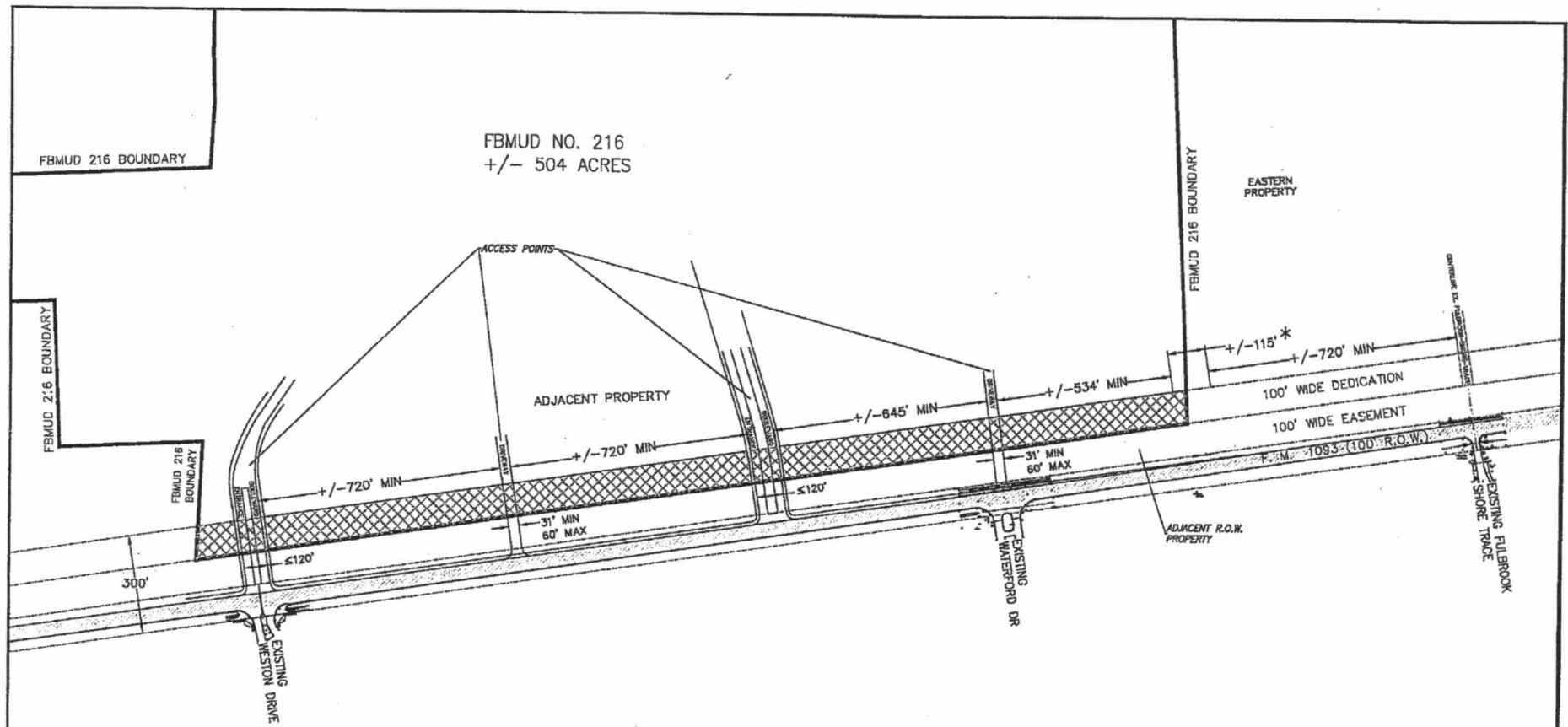
LJA Engineering, Inc.





**Exhibit C**

**Driveway/Roadway Spacing Exhibit**

(see attached)



**LEGEND**

-  R.O.W. PROPERTY (6.9 ACRES) FOR DRIVEWAY ACCESS
-  EXISTING PAVING WITHIN 100' WIDE R.O.W. OF FM 1093

ALL ACCESS SPACING AND WIDTH DEPICTED IS APPROXIMATE AND SUBJECT TO ADJUSTMENT BASED ON ALIGNMENT WITH EXISTING ROADS (DEPICTED ABOVE), DESIGNED ACCESS WIDTH, FIELD CONDITIONS AND FUTURE SITE PLAN REQUIREMENTS. ALL MINIMUM ACCESS DRIVEWAY AND/OR ROADWAY SPACING ABOVE IS TO BE MEASURED FROM CENTERLINE TO CENTERLINE AT THE COMMON BOUNDARY OF THE F.M. 1093 R.O.W. AND ADJACENT R.O.W. PROPERTY.

\*NOTE - AN ADDITIONAL 30' WIDE TO 60' DRIVEWAY ACCESS IS PERMITTED WITHIN THIS 115' WIDE ZONE SUBJECT TO THE TERMS OF THE AGREEMENT.

<b>FB MUD 216 -- FULSHEAR LAKES</b>	
FM 1093 ACCESS POINTS	
LJA Engineering, Inc.	
3200 Shoppers Drive Suite 100 Houston, Texas 77068	Phone 713.863.2000 Fax 713.863.2022 FBI# 14288
LJA PROJECT NO. 2493-0100	
DATE: FEBRUARY 2016    DRAWN BY: AJ/AM	

Date/Time : Wed, 15 May 2016 - 1:30pm    User Name : rhp06k  
 Path/Name : E:\Projects\2493\EXHIBITS\Exhibit - DRIVEWAYS (2016-02-01 Landplan) OPT B NWH.dwg

FULSHEAR LAKES DRIVEWAY SPACING

**EXHIBIT C**

**FORM OF QUITCLAIM DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:**

\_\_\_\_\_, 2019

**District:**

Fort Bend County Municipal Utility District No. 216, a political subdivision of the State of Texas

**District's Mailing Address:**

c/o Schwartz, Page & Harding, LLP  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attn: Joseph Schwartz

**Authority:**

Fort Bend County Toll Road Authority, a local government corporation

**Authority's Mailing Address:**

c/o The Muller Law Group, PLLC  
202 Century Square Blvd.  
Sugar Land, Texas 77478  
Attn: Rich Muller

**Consideration:**

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Property (including any improvements):**

That certain real property located in Fort Bend County, Texas (the "County"), and depicted and described by metes and bounds in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Adjacent ROW Property").

Grant of Property:

For the Consideration, District quitclaims to Authority all of District's right, title, and interest in and to the Adjacent ROW Property, if any, to have and to hold it to Authority and Authority's successors and assigns forever, so that neither District nor District's successors or assigns will have, claim, or demand any right or title to the Adjacent ROW Property or any part thereof, subject only to the terms and conditions provided in the "Special Warranty Deed" filed under Fort Bend County Clerk's File No. \_\_\_\_\_ and the "Joint Project Agreement Regarding Road Right-Of-Way and Related Construction" dated effective \_\_\_\_\_, 2019, by and between the County, the District, the Authority, and Fulshear Lakes, Ltd., a Texas limited partnership, by Fulshear Lakes GP, I.J.C, a Texas limited liability company, its general partner, as it may be amended from time to time, which terms and conditions are specifically incorporated herein by reference.

The District quitclaims the Adjacent ROW Property in an "AS-IS, WHERE IS" condition without any recourse by Authority, or representation or warranties of any kind or nature being made by District, express or implied, including, but not limited to, the condition of the Adjacent ROW Property or the District's interest therein.

[Signatures Follow]



**Exhibit A**

**Legal Description and Sketch of the Adjacent ROW Property**

(see attached)

DESCRIPTION OF  
6.921 ACRES  
100' STRIP

Being 6.921 acres of land located in the John Randon League, Abstract 76, Fort Bend County, Texas, more particularly being a portion of that certain called 100' wide strip of land described in the deed to Fort Bend County Toll Road Authority by an instrument under File Number 2015058468, in the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), said 6.921 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the southeast corner of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854, F.B.C.O.P.R., same being the southwest corner of that certain called 58.139 acre tract described in the deed to K. R. Arnold, Et Ux by an instrument of record under File Number 1999008859, F.B.C.O.P.R., same being on the north line of said 100' wide strip;

Thence, South  $02^{\circ} 18' 57''$  East, 100.60 feet to a point for corner on the south line of said 100' wide strip, same being on the north right-of-way line of F.M. 1093 also known as Westhelmer Road (100 feet wide);

Thence, South  $81^{\circ} 25' 02''$  West, with the common line of said 100' wide strip and said right-of-way line of F.M. 1093, 3,019.43 feet to a point for corner;

Thence, North  $02^{\circ} 37' 49''$  East, departing said common line, 101.95 feet to a 1/4-inch iron pipe found for the southwest corner of that certain called 70.1425 acre tract (Tract 1) described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007853, F.B.C.O.P.R., said 70.1425 acre tract being all of Rustic Oaks Subdivision, a subdivision of record in Slide No. 185B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), same being the southeast corner of that certain called 3.157 acre tract described in an instrument of record under File Number 2017129223, F.B.C.O.P.R., and on the north line of said 100' wide strip;

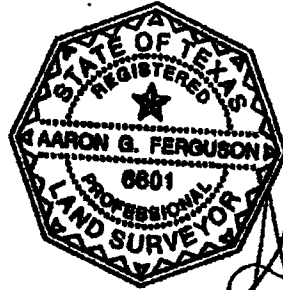
6.921 Acre

Revised February 22, 2019  
February 21, 2019  
Job No. LJAS001-2379-0001

Thence, North 81° 25' 02" East, with the common line of said 100' wide strip, said 70.1425 acre tract, and the aforementioned 411.052 acre tract, 3,010.59 feet to the POINT OF BEGINNING and containing 6.921 acres of land.

This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

LJA Surveying, Inc.

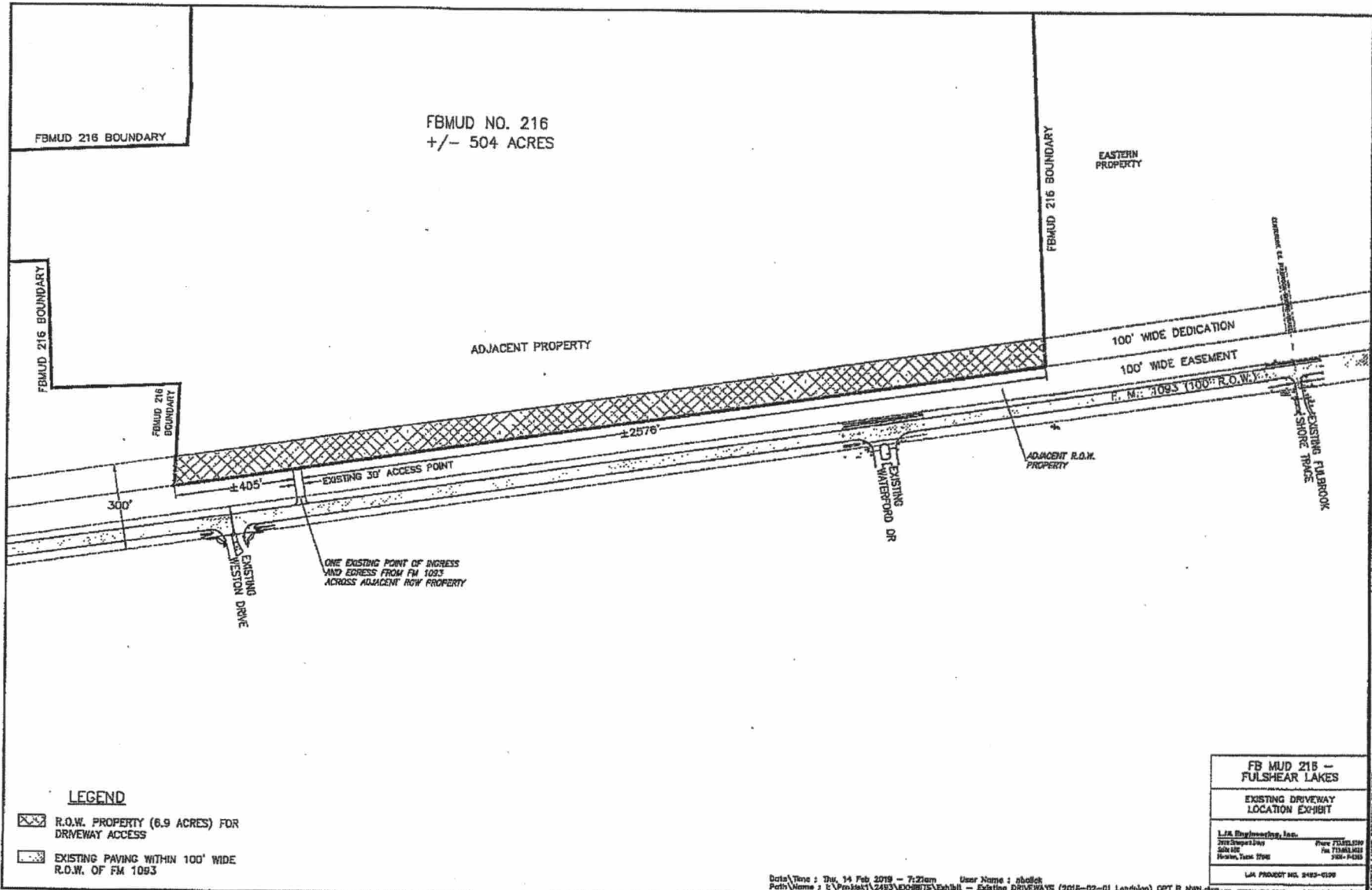


*AAG* 2/22/19





EXHIBIT D

EXISTING ACCESS LOCATION



**LEGEND**

-  R.O.W. PROPERTY (6.9 ACRES) FOR DRIVEWAY ACCESS
-  EXISTING PAVING WITHIN 100' WIDE R.O.W. OF FM 1093

<b>FB MUD 216 - FULSHEAR LAKES</b> EXISTING DRIVEWAY LOCATION EXHIBIT	
<small>LJA Engineering, Inc.</small>	
<small>2005 Stewart Way          Suite 100          Houston, Texas 77058</small>	<small>Phone 713.931.2299          Fax 713.931.2512          2818 - 8438</small>
<small>LJA PROJECT NO. 2429-0106</small>	

**EXHIBIT E**

**FORM OF DEED RESTRICTIONS FOR TOLL ROAD SIGNAGE**

**SIGNAGE USE AGREEMENT**

STATE OF TEXAS                    §  
   §  
COUNTY OF FORT BEND        §

This Signage Use Agreement (this "Agreement") is made and entered into by **FULSHEAR LAKES, LTD.**, a Texas limited partnership ("Landowner").

WHEREAS, on April 17, 2019, the Fort Bend County Toll Road Authority ("Authority") adopted those certain Sign Regulations Applicable to the Fort Bend Parkway, Westpark Tollway, and Grand Parkway Toll Road in Fort Bend County, Texas (the "2019 Sign Regulations");

WHEREAS, Landowner is the owner of approximately 497.082 acres out of an approximately 503.983-acre tract of land situated in Fort Bend County, Texas (the "County"), as more particularly described on **Exhibit A** attached hereto (the "Adjacent Property");

WHEREAS, Landowner has conveyed an approximately 6.901-acre tract of land to the Authority for future right-of-way purposes, as more particularly described on **Exhibit B** attached hereto (the "ROW Property"); and

WHEREAS, Landowner desires to incorporate and apply the terms, conditions, and stipulations of the 2019 Sign Regulations to a portion of the Adjacent Property, as more particularly described herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, it is hereby agreed as follows:

1.     Application of the 2019 Sign Regulations. The ROW Property and land owned by the Authority located between the ROW Property and F. M. 1093 right-of-way as of the Effective Date hereof is not currently constructed as a toll road; however, the terms, conditions, and provisions of the 2019 Sign Regulations shall apply only to (and be fully enforceable against) the portion of the Adjacent Property that is immediately adjacent to (and situated along) the ROW Property, which limit shall be measured based on a distance north of and parallel to the ROW Property within the Adjacent Property of one thousand two hundred feet (1,200') (the "Signage Area") in the same manner as though the ROW Property was a constructed toll road. Subject to the other provisions contained herein, Landowner covenants and agrees (on behalf of itself and its successors and assigns) that any signage constructed and/or maintained within the Signage Area shall comply with the 2019 Sign Regulations (including any variances approved thereto); provided however, the Landowner may elect,

at Landowner's sole discretion, to follow any such other rules and regulations for signage hereafter adopted by the Authority or any related terms or requirements of the Joint Project Agreement Regarding Road Right of Way and Related Construction by and among Fort Bend County Municipal Utility District No. 216, the County, the Authority, and Landowner dated \_\_\_\_\_, 2019, as it may be amended from time to time, that are less stringent upon and/or more beneficial to Landowner than the 2019 Sign Regulations.

2. Amendment. This Agreement may only be amended and/or modified by (i) the owner of Signage Area (or applicable portion thereof) with the written approval of the Authority and the Landowner jointly, or (ii) the Authority and Landowner.

3. Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement (and the application of the 2019 Sign Regulations to the Signage Area) shall automatically terminate at such time as the ROW Property becomes a constructed toll road. In the event of automatic termination, the Authority shall (upon request) provide a written and recordable instrument confirming such termination; however, execution, receipt, and recording of such recordable instrument memorializing such termination shall in no way impact the fact that this Agreement shall have automatically expired under its own terms.

[Remainder of page intentionally blank]

EXECUTED effective the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date").

**LANDOWNER:**

FULSHEAR LAKES, LTD.,  
a Texas limited partnership

By: Fulshear Lakes GP, LLC,  
its general partner

By: \_\_\_\_\_  
Sam Yager, III,  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019 by Sam Yager, III, Vice President of Fulshear Lakes GP, LLC, which is the general partner of Fulshear Lakes, Ltd., a Texas limited partnership, on behalf of said limited partnership

[Seal]

\_\_\_\_\_  
Notary Public—State of Texas

**EXHIBIT A**  
**Adjacent Property**

Revised May 1, 2014  
April 23, 2014  
Job No. 2493-0100-200

DESCRIPTION OF  
503.983 ACRES  
FORT BEND COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 216 BOUNDARY

Being 503.983 acres of land located in the John Randon League, Abstract Number 76, Fort Bend County, Texas, being all of that certain called 411.052 acre tract conveyed to Fulshear Lakes, Ltd. by Instrument of record under File Number 2014007854 of the Official Public Records of Real Property of said Fort Bend County (F.B.C.O.P.R.R.P.), being all of that certain called 70.1425 acre tract, designated Tract I, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., same being all of Rustic Oaks Subdivision, a plat of record under Volume 14, Page 13 of the Plat Records of said Fort Bend County (F.B.C.P.R.), (Slide Number 185B, F.B.C.P.R.), being all of that certain called 14.313 acre tract, designated Tract II, conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., being all of that certain called 5.32 acre tract, designated Lot 1 of the Cornelius Randon Estate as recorded in Volume 179, Page 128-A of the Deed Records of said Fort Bend County (F.B.C.D.R.), being the same land, designated Tract III, as conveyed to Fulshear Lakes, Ltd., by an instrument of record under File Number 2014007853, F.B.C.O.P.R.R.P., and being all of that certain called 4.000 acre tract, conveyed to Fulshear Lakes, Ltd. by instrument of record under File Number 2014007852, F.B.C.O.P.R.R.P.; said 503.983 acres being more particularly described by metes and bounds as follows (all bearings referenced to Texas Coordinate System, South Central Zone, Grid North, NAD83 (NA2011) Epoch 2010.00;

BEGINNING at the common north corner of said 411.052 acre tract and that certain called 58.96 acre tract conveyed to Nigel Stewart Patterson, et ux by an instrument of record under File Number 2009110810, F.B.C.O.P.R.R.P., being on the line common to the north line of said John Randon League and the south line of the I. H. Charles League, Abstract Number 17 of said Fort Bend County, and being within existing Rogers Road (width varies), from which a found.5/8-inch iron rod (bent) bears North 09° 56' 38" West, 0.52 feet and also from which the common easterly corner of said John Randon League and the George Roberts League, Abstract Number 432 of said Fort Bend County bears North 87° 41' 03" East, 3,932.37 feet;

Thence, with the easterly line of said 411.052 acre tract, the following five (5) courses:

1. South 02° 02' 39" East, with the westerly line of said 58.96 acre tract, passing at 30.69 feet (called 31.0 feet) a found 1/2-inch iron pipe, and continuing for a total distance of 1,104.86 feet (called 1,105.0 feet) to a 1/2-inch iron pipe found for corner;
2. South 02° 21' 32" East, continuing with the westerly line of said 58.96 acre tract, 1,232.04 feet (called 1,232.08 feet) to a 3/4-inch iron pipe found for corner;
3. South 01° 43' 27" East, continuing with the westerly line of said 58.96 acre tract, 1,133.03 feet (called 1,132.98 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 58.96 acre tract;
4. North 87° 47' 51" East, with the southerly line of said 58.96 acre tract, passing at 296.51 feet a found 1" iron pipe, and continuing for a total distance of 1,004.52 feet (called 1,004.50 feet) to a 1/2-inch iron pipe found on the westerly line of that certain called 241.258 acre tract conveyed to Rogers Road Investors, LP by an instrument of record under File Number 2009066602, F.B.C.O.P.R.R.P.;
5. South 02° 18' 57" East, with the westerly line of said 241.258 acre tract, passing at 2,894.68 feet the approximate centerline of Fulshear Creek, same being the common westerly corner of said 241.258 acre tract and that certain called 58.139 acre tract conveyed to K. R. Arnold, et ux, by an instrument of record under File Number 1999008859, F.B.C.O.P.R.R.P., and continuing with the westerly line of said 58.139 acre tract, for a total distance of 4,646.53 feet (called 4,646.9 feet) to a 5/8-inch iron rod with plastic cap stamped "LJA

ENG" previously set for the southeast corner of said 411.052 acre tract, being on the northerly line of that certain called 100-foot wide tract conveyed to Metropolitan Transit Authority of Harris County by an instrument of record under Volume 2478, Page 1664, F.B.C.D.R.;

Thence, South  $81^{\circ} 25' 02''$  West, with the line common to the south line of said 411.052 acre tract and the north line of said 100-foot wide tract, passing at 1,532.69 feet (called 1,532.63 feet) a 1/2-inch iron pipe found for the common south corner of said 411.052 acre tract and aforementioned Rustic Oaks Subdivision, and continuing along the line common to the south line of said Rustic Oaks Subdivision and the north line of said 100-foot wide tract, continuing for a total distance of 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said Rustic Oaks Subdivision and aforementioned 70.1425 acre tract, same being the southeast corner of that certain called 5.32 acre tract, designated Lot 8 of aforementioned Cornelius Randon Estate, and as conveyed to Walter Kelly, et al, by an instrument of record under File Number 2012140197, F.B.C.O.P.R.R.P.;

Thence, North  $02^{\circ} 37' 49''$  East, with the common line of said Rustic Oaks Subdivision, said 70.1425 acre tract and said Lot 8, 362.39 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the common east corner of said Lot 8 and aforementioned Lot 1 conveyed to Fulshear Lakes, Ltd.;

Thence, South  $87^{\circ} 17' 09''$  West, with the common line to said Lot's 1 and 8, 434.10 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for the southwest corner of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd.;

Thence, North  $02^{\circ} 13' 49''$  West, along the west line of said 5.32 acre tract conveyed to Fulshear Lakes, Ltd., 444.84 feet to a 1/2-inch iron pipe found for the northwest corner of said 5.32 acre tract, also being on a south line of the aforementioned 14.313 acre tract;

Thence, South  $87^{\circ} 15' 05''$  West, with said south line, 522.20 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, South 02° 11' 04" East, continuing along a south line of said 14.313 acre tract, 442.70 feet to a 1-inch iron pipe found for corner;

Thence, South 87° 05' 11" West, continuing along a south line of said 14.313 acre tract, 507.27 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner;

Thence, North 02° 29' 17" West, continuing along a south line of said 14.313 acre tract, 445.89 feet to point for corner, from which a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" bears South 76° 14' 39" East, 0.23 feet;

Thence, South 87° 26' 47" West, continuing along a south line of said 14.313 acre tract, passing at 486.91 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085" and continuing for a total distance of 512.83 feet to a PK-Nail found for corner within existing Pool Hill Road (width unknown);

Thence, North 02° 33' 10" West, with the most westerly line of said 14.313 acre tract and within said existing Pool Hill Road, 196.30 feet to a PK-Nail found for the common west corner of said 14.313 acre tract and that certain called 5.155 acre tract conveyed to Royal Parrot Farm, LLC by an instrument of record under File Number 2010000252, F.B.C.O.P.R.R.P.;

Thence, North 87° 25' 18" East, with the common line to said 14.313 acre tract and said 5.155 acre tract, passing at 22.96 feet a found 5/8-inch iron rod with cap stamped "RPLS No. 2085", and continuing for a total distance of 1,143.40 feet to the common south corner of aforementioned 4.000 acre tract conveyed to Fulshear Lakes, Ltd. and said 5.155 acre tract, from which a found 1/2-inch iron rod with cap (illegible) bears North 15° 28' 18" West, 0.92 feet;

Thence, North 02° 34' 42" West, departing the north line of said 14.313 acre tract and along the line common to said 4.000 acre tract and said 5.155 acre tract, 196.40 feet to the common north corner said 4.000 acre tract and said 5.155 acre tract and also being on the south line of that certain called 9.15 acre tract conveyed to Eula Mac Taplin, et al, by an

instrument of record under Volume 2259, Page 1936, F.B.C.D.R., from which a found 1/2-inch iron rod with cap stamped "Precision Surveying" bears South  $46^{\circ} 34' 34''$  West, 0.26 feet;

Thence North,  $87^{\circ}25'18''$  East, along the line common to said 4.000 acre tract and said called 9.15 acre tract, 887.17 feet, to 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for corner on the westerly line of aforementioned 70.1425 acre tract and Rustic Oaks Subdivision, from which a 1-inch pipe with "Cotton Surveying" cap bears South  $18^{\circ}04'42''$  East, 3.68 feet;

Thence North  $03^{\circ}16'16''$  East, with the line common to said 9.15 acre tract and said 70.1425 acre tract and Rustic Oaks Subdivision, 197.17 feet to a 1-inch iron pipe in concrete found for the common east corner of said 9.15 acre tract and that certain called 18.87 acre tract, designated Tract I, conveyed to Robert Fendley, by instrument of record under Volume 1415, Page 037, F.B.C.D.R.;

Thence, North  $01^{\circ}17'54''$  West, with the westerly line of said 70.1425 acre tract and Rustic Oaks Subdivision, 565.92 feet to a 1-inch iron pipe found for corner;

Thence, North  $00^{\circ} 49' 19''$  West, continuing along the westerly line of said 70.1425 acre tract and said Rustic Oaks Subdivision, 196.67 feet to a point for corner on the approximate centerline of Fulshear Creek and being the line common to the north line of said Rustic Oaks Subdivision, said 70.1425 acre tract and a south line of the aforementioned 411.052 acre tract;

Thence, along the south line of said 411.052 acre tract and along the meanders of said Fulshear Creek, the following five (5) courses:

1. South  $85^{\circ} 09' 23''$  West, 488.60 feet to a point for corner;
2. North  $74^{\circ} 47' 41''$  West, 354.56 feet to a point for corner;
3. North  $18^{\circ} 11' 05''$  West, 260.16 feet to a point for corner;

4. North 09° 17' 09" East, 391.53 feet to a point for corner;
  
5. North 00° 34' 16" West, 47.82 feet (called 48.67 feet) to a point for corner on the south line of that certain called 71.56 acre tract conveyed to Lavetta Lazzara by an instrument of record under Volume 2320, Page 1231, F.B.C.D.R., and an undivided fifty (50) percent interest conveyed to Lavetta Lazzara, Trustee by an instrument of record under Volume 2479, Page 591, F.B.C.D.R.;

Thence, North 87° 05' 26" East, with the common line of said 411.052 acre tract and said 71.56 acre tract, passing at 76.49 feet a found 1/2-iron pipe and continuing for a total distance of 817.56 feet (called 816.0 feet) to a 1/2-inch iron pipe found for corner;

Thence, North 01° 49' 07" West, with the line common to said 411.052 acre tract and said 71.56 acre tract, 2,373.01 feet (called 2,373.19 feet) to a PK-Nail in asphalt previously set for the northeast corner of said 71.56 acre tract;

Thence, North 01° 47' 54" West, with the westerly line of said 411.052 acre tract, 2,073.64 feet (called 2,074.08 feet) to a gun barrel found for the common easterly corner of that certain called 5.432 acre tract conveyed to Emma Jean Smith by an instrument of record under Volume 2707, Page 2128, F.B.C.D.R. and that certain called 46.33 acre tract conveyed to Frances Peckham Kelly, et al, by an instrument of record under volume 433, Page 87, F.B.C.D.R. and under Probate Record Number 08-CPR-020916 of the Probate Records of said Fort Bend County;

Thence, North 01° 20' 51" West, with the westerly line of said 411.052 acre tract, 1,070.10 feet (called 1,069.68 feet) to point for corner on the northerly line of the aforementioned John Randon League and the southerly line of the J. San Pierre Survey, Abstract Number 81, of said Fort Bend County and the northwest corner of said 411.052 acre

503.983 Acres

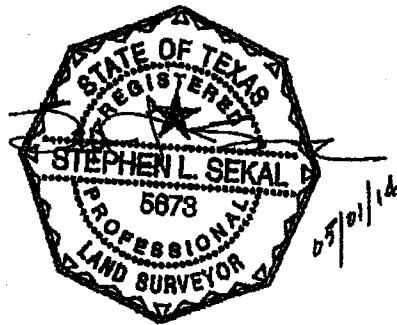
Revised May 1, 2014  
April 23, 2014  
Job No. 2493-0100-200

tract, and being within the aforementioned Rogers Road, from which a found 5/8-inch iron rod (bent) bears South 77° 51' 34" East, 0.29 feet;

Thence, North 87° 41' 03" East, with the northerly line of said 411.52 acre tract, said John Randon League, and the southerly line of said J. San Pierre Survey and the aforementioned I. H. Charles League, 1,829.92 feet to the POINT OF BEGINNING and containing 503.983 acres of land and of which 1.320 acres (57,529 square feet) of land lies within the existing roadway area of said Rogers Road.

"This document was prepared under 22 TAC § 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

LJA Engineering, Inc.



**DESCRIPTION OF  
6.901 ACRES  
100' STRIP**

Being 6.901 acres of land located in the John Randon League, Abstract 76, Fort Bend County, Texas, more particularly being a portion of that certain called 70.1425 acre tract (Tract 1) described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007853 in the Official Public Records of Real Property of Fort Bend County, Texas (F.B.C.O.P.R.), said 70.1425 acre tract being all of Rustic Oaks Subdivision, a subdivision of record in Slide No. 185B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), also being a portion of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854, F.B.C.O.P.R., and being a portion of Lot 1, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 3 of said Rustic Oaks Subdivision, said 6.901 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the southeast corner of said 411.052 acre tract, same being the southwest corner of that certain called 58.139 acre tract described in the deed to K. R. Arnold, Et Ux by an instrument of record under File Number 1999008859, F.B.C.O.P.R., same being on the north line of that certain called 100' wide strip of land described in the deed to Fort Bend County Toll Road Authority by an instrument under File Number 2015058468, F.B.C.O.P.R.;

Thence, South 81° 25' 02" West, with the common line of said 411.052 acre tract, said 70.1425 acre tract, the aforementioned Lots 1 through 6, Block 3, the aforementioned Lot 1, Block 1, and said 100' wide strip, 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said 70.1425 acre tract, the southwest corner of said Lot 1, Block 1, and the southeast corner of that certain called 3.157 acre tract described in an instrument of record under File Number 2017129223, F.B.C.O.P.R.;

6.901 Acre

Revised February 22, 2019  
February 21, 2019  
Job No. LJAS001-2379-0001

Thence, North  $02^{\circ} 37' 49''$  East, with the common line of said 70.1425 acre tract, said Lot 1, Block 1, and said 3.157 acre tract, 101.95 feet to a point for corner;

Thence, North  $81^{\circ} 25' 02''$  East, departing said common line, 3,001.74 feet to a point for corner on the common line of the aforementioned 411.052 acre tract and the aforementioned 58.139 acre tract;

Thence, South  $02^{\circ} 18' 57''$  East, with said common line, 100.60 feet to the POINT OF BEGINNING and containing 6.901 acres of land.

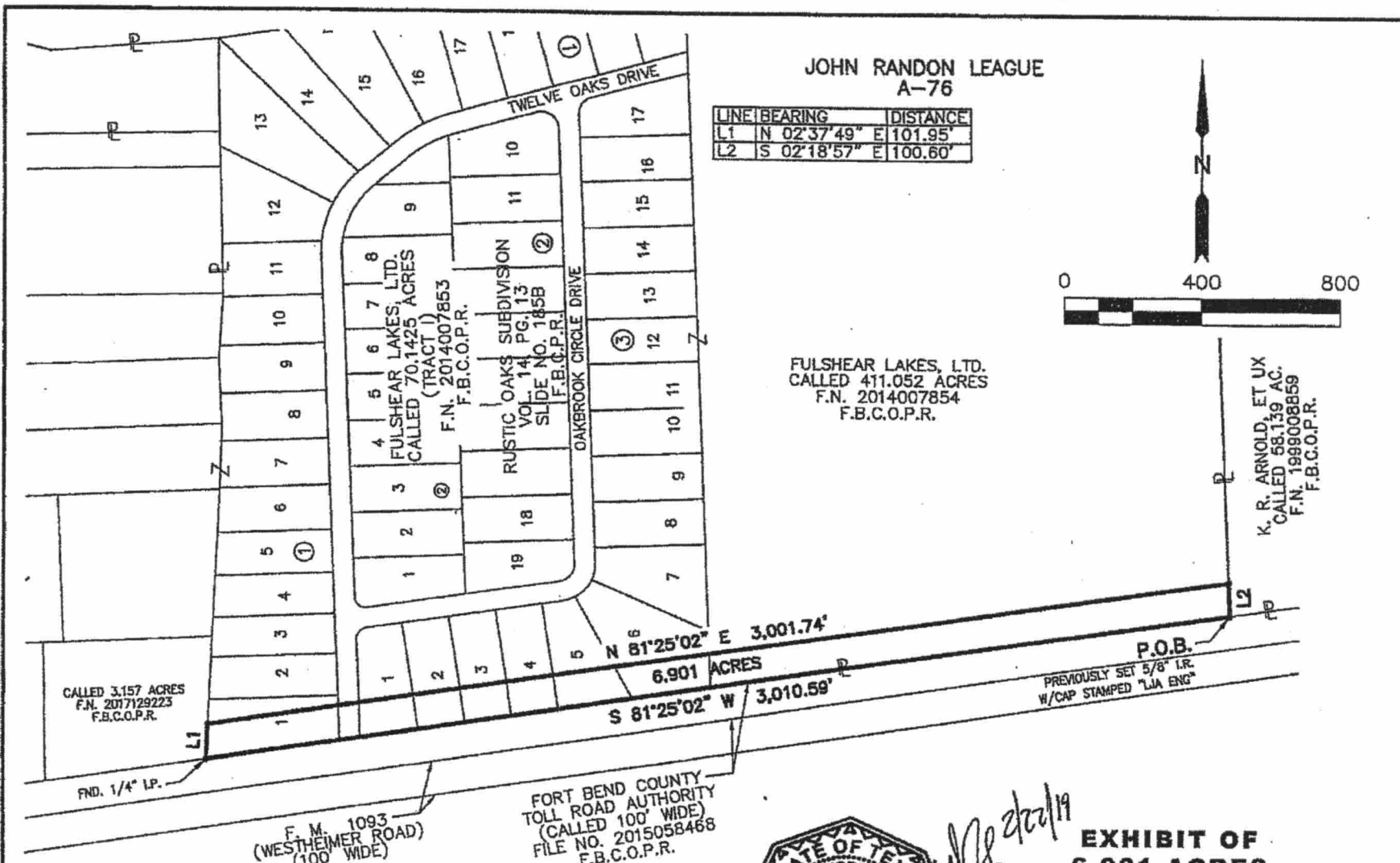
This description is based on record information only and does not reflect an on the ground survey. Corners were not set at the client's request.

LJA Surveying, Inc.



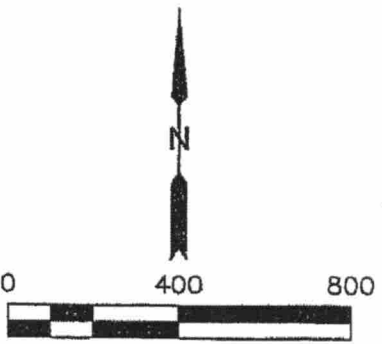
*AJG 2/22/19*

E:\Projects\Survey\2379\0001\CAD\Final.s.dwg 2/22/2019



JOHN RANDON LEAGUE  
A-76

LINE	BEARING	DISTANCE
L1	N 02°37'49\"	E 101.95'
L2	S 02°18'57\"	E 100.60'



FULSHEAR LAKES, LTD.  
CALLED 411.052 ACRES  
F.N. 2014007854  
F.B.C.O.P.R.

K. R. ARNOLD, ET UX  
CALLED 58.139 AC.  
F.N. 1999008859  
F.B.C.O.P.R.

CALLLED 3.157 ACRES  
F.N. 2017129223  
F.B.C.O.P.R.

FND. 1/4\"

F.M. 1093  
(WESTHEIMER ROAD)  
(100' WIDE)

FORT BEND COUNTY  
TOLL ROAD AUTHORITY  
(CALLED 100' WIDE)  
FILE NO. 2015058468  
F.B.C.O.P.R.

P.O.B.  
PREVIOUSLY SET 5/8\"

NOTE:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. CORNERS WERE NOT SET AT THE CLIENT'S REQUEST.
3. THIS EXHIBIT IS BASED ON RECORD INFORMATION ONLY AND DOES NOT REFLECT AN ON THE GROUND SURVEY.



*Handwritten signature and date: 2/22/19*

EXHIBIT OF  
6.901 ACRES  
100' STRIP

IN THE  
JOHN RANDON LEAGUE, A-76  
FORT BEND COUNTY, TEXAS  
FEBRUARY 2019 JOB NO. 2379-0001

**LJA Surveying, Inc.**  
2929 Briarpark Drive Phone 713.953.5200  
Suite 175 Fax 713.953.5026  
Houston, Texas 77042 T.B.P.L.S. Firm No. 10194382

**EXHIBIT B**

**ROW Property**

DESCRIPTION OF  
6.901 ACRES  
100' STRIP

Being 6.901 acres of land located in the John Randon League, Abstract 76, Fort Bend County, Texas, more particularly being a portion of that certain called 70.1425 acre tract (Tract 1) described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007853 in the Official Public Records of Real Property of Fort Bend County, Texas (F.B.C.O.P.R.), said 70.1425 acre tract being all of Rustic Oaks Subdivision, a subdivision of record in Slide No. 185B in the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), also being a portion of that certain called 411.052 acre tract described in the deed to Fulshear Lakes, Ltd. by an instrument of record under File Number 2014007854, F.B.C.O.P.R., and being a portion of Lot 1, Block 1, and Lots 1, 2, 3, 4, 5, and 6, Block 3 of said Rustic Oaks Subdivision, said 6.901 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83):

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the southeast corner of said 411.052 acre tract, same being the southwest corner of that certain called 58.139 acre tract described in the deed to K. R. Arnold, Et Ux by an instrument of record under File Number 1999008859, F.B.C.O.P.R., same being on the north line of that certain called 100' wide strip of land described in the deed to Fort Bend County Toll Road Authority by an instrument under File Number 2015058468, F.B.C.O.P.R.;

Thence, South 81° 25' 02" West, with the common line of said 411.052 acre tract, said 70.1425 acre tract, the aforementioned Lots 1 through 6, Block 3, the aforementioned Lot 1, Block 1, and said 100' wide strip, 3,010.59 feet to a 1/4-inch iron pipe found for the southwest corner of said 70.1425 acre tract, the southwest corner of said Lot 1, Block 1, and the southeast corner of that certain called 3.157 acre tract described in an instrument of record under File Number 2017129223, F.B.C.O.P.R.;

6.901 Acre

Revised February 22, 2019  
February 21, 2019  
Job No. LJA001-2379-0001

Thence, North  $02^{\circ} 37' 49''$  East, with the common line of said 70.1425 acre tract, said Lot 1, Block 1, and said 3.157 acre tract, 101.95 feet to a point for corner;

Thence, North  $81^{\circ} 25' 02''$  East, departing said common line, 3,001.74 feet to a point for corner on the common line of the aforementioned 411.052 acre tract and the aforementioned 58.139 acre tract;

Thence, South  $02^{\circ} 18' 57''$  East, with said common line, 100.60 feet to the POINT OF BEGINNING and containing 6.901 acres of land.

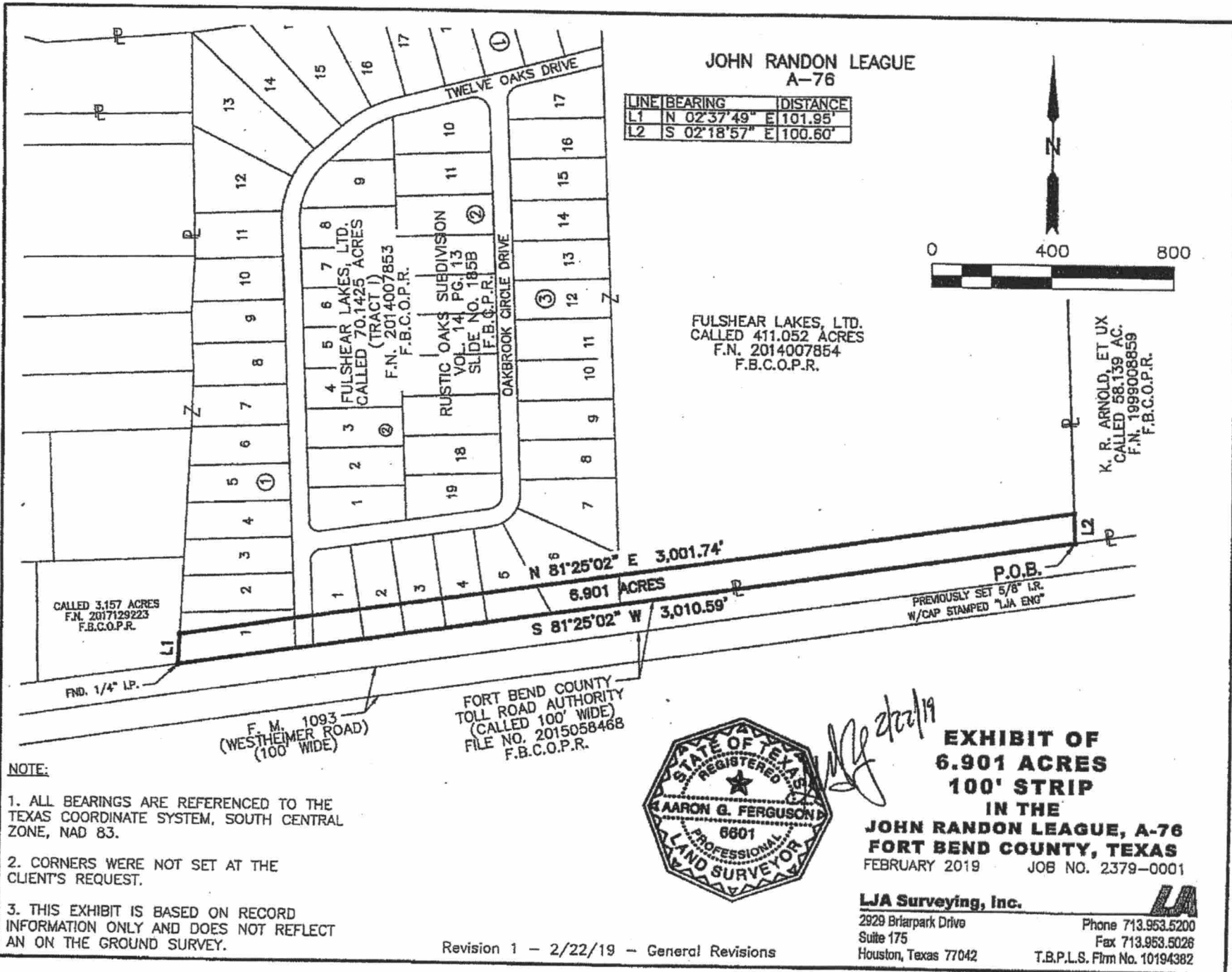
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LJA Surveying, Inc.



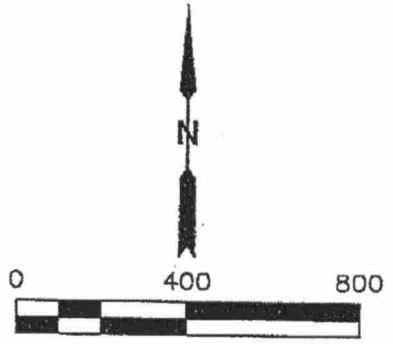
*AGF 2/22/19*

I:\Projects\1\SURVEY\2379\0001\CAD\Ex\_6.901Ac 100' Strip.dwg 2/22/2019



JOHN RANDON LEAGUE  
A-76

LINE	BEARING	DISTANCE
L1	N 02°37'49\"	E 101.95'
L2	S 02°18'57\"	E 100.60'



FULSHEAR LAKES, LTD.  
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F. M. 1093  
(WESTHEIMER ROAD)  
(100' WIDE)

FORT BEND COUNTY  
TOLL ROAD AUTHORITY  
(CALLED 100' WIDE)  
FILE NO. 2015058468  
F.B.C.O.P.R.



*Handwritten signature and date: [Signature] 2/22/19*

**EXHIBIT OF  
6.901 ACRES  
100' STRIP**

**IN THE  
JOHN RANDON LEAGUE, A-76  
FORT BEND COUNTY, TEXAS**  
FEBRUARY 2019 JOB NO. 2379-0001

**LJA Surveying, Inc.**  
2929 Briarpark Drive  
Suite 175  
Houston, Texas 77042  
Phone 713.953.5200  
Fax 713.953.5026  
T.B.P.L.S. Firm No. 10194382

- NOTE:**
1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
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  3. THIS EXHIBIT IS BASED ON RECORD INFORMATION ONLY AND DOES NOT REFLECT AN ON THE GROUND SURVEY.

Revision 1 - 2/22/19 - General Revisions

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Fulshear Lakes, Ltd.  
Houston, TX United States

**Certificate Number:**  
2019-532305

**Date Filed:**  
08/22/2019

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

**Date Acknowledged:**  
08/28/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
082219  
Joint Project Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fulshear Lakes, Ltd.	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)