

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
 (Bamore Road, Segment 2)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court, and Chad Wleczyk (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner proposes to develop approximately 9.5254 acres of land situated in Fort Bend County, Texas, (the "Owner Property"); and

WHEREAS, Bamore Road is a public roadway currently planned for improvements by the County that will extend through the Owner Property; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will sell a portion of the Owner Property and the County will purchase said portion of the Owner Property.

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

1. Purchase of Property.

(a) Subject to the terms and conditions of this Agreement, the Owner agrees to sell to the County, and the County agrees to purchase from the Owner, a portion of the Owner Property containing approximately 1.306 acres identified as "Acquisition for Roadway and Drainage" (hereinafter referred to as "Acquisition Parcel") and more particularly described on as shown on Exhibit "A" attached hereto and incorporated herein for all purposes, for \$76,800.00 pursuant to the form of General Warranty Deed attached hereto as Exhibit "B" and incorporated herein for all purposes;

(b) The County shall use the Acquisition Parcel for roadway and drainage purposes related to the improvements to Bamore Road, Segment 2 under its Mobility Bond Program Project Number 17105.

2. Additional Conveyances or Contributions. In exchange for the Owner's commitment to sell the Acquisition Parcel under the terms stated herein, the Owner shall have no obligation to convey additional portions of Owner Property to County for improvements to Bamore Road, Segment 2 or contribute any monetary funds for such improvements to County as a condition of subdivision plat approval for the remaining portions of the Owner Property.

3. Disclaimer/Waiver of Damages/Liability

(a) The Owner acknowledges and agrees that the County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee,

representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of Bamore Road, Segment 2, in whole or in part.

(b) The Owner acknowledges and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or the Owner Property, resulting, in whole or in part, directly or indirectly, from the County's failure to complete its responsibilities related to the construction of Bamore Road, Segment 2 stated herein by any certain date and/or as set forth in this Agreement.

(c) The Owner hereby releases the County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of Bamore Road, Segment 2 and/or any other act and/or omission relating, directly or indirectly, to Bamore Road, Segment 2, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

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

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

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

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

(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR

FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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

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

6. Default. In the event of default by either Party under this Agreement, each party will be entitled to seek any remedy available to them at law or in equity.

7. Miscellaneous.

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

If to County, to:

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

With a copy to:

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

If to Owner, to:

Chad Wleczyk
2323 Cottonwood School Road
Rosenberg, Texas 77471-8644

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

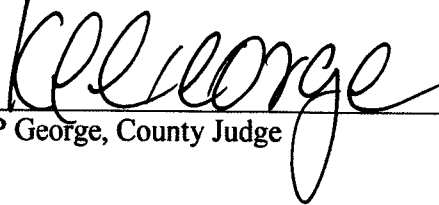
(p) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of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

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

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

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

FORT BEND COUNTY:



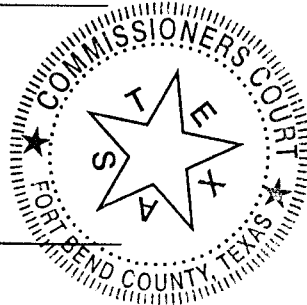
KP George, County Judge

2-11-2020
Date

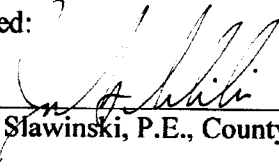
Attest:



Laura Richard, County Clerk



Approved:



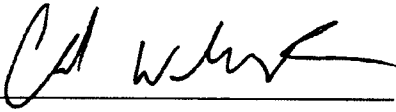
J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

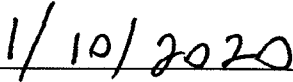


Marcus D. Spencer, First Assistant County Attorney

OWNER:



Chad Wleczyk



Date

EXHIBIT A

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

DEVELOPMENT AGREEMENT
(Bamore Road, Segment 2)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (the "County"), a body politic acting herein by and through its Commissioners Court, and Chad Wleczyk (the "Owner"). The County and the Owner may be individually referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Owner proposes to develop approximately 9.5254 acres of land situated in Fort Bend County, Texas, (the "Owner Property"); and

WHEREAS, Bamore Road is a public roadway currently planned for improvements by the County that will extend through the Owner Property; and

WHEREAS, the Parties desire to enter into a Development Agreement to memorialize the terms in which the Owner will sell a portion of the Owner Property and the County will purchase said portion of the Owner Property.

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

1. Purchase of Property.

(a) Subject to the terms and conditions of this Agreement, the Owner agrees to sell to the County, and the County agrees to purchase from the Owner, a portion of the Owner Property containing approximately 1.306 acres identified as "Acquisition for Roadway and Drainage" (hereinafter referred to as "Acquisition Parcel") and more particularly described on as shown on Exhibit "A" attached hereto and incorporated herein for all purposes, for \$76,800.00 pursuant to the form of General Warranty Deed attached hereto as Exhibit "B" and incorporated herein for all purposes;

(b) The County shall use the Acquisition Parcel for roadway and drainage purposes related to the improvements to Bamore Road, Segment 2 under its Mobility Bond Program Project Number 17105.

2. Additional Conveyances or Contributions. In exchange for the Owner's commitment to sell the Acquisition Parcel under the terms stated herein, the Owner shall have no obligation to convey additional portions of Owner Property to County for improvements to Bamore Road, Segment 2 or contribute any monetary funds for such improvements to County as a condition of subdivision plat approval for the remaining portions of the Owner Property.

3. Disclaimer/Waiver of Damages/Liability

(a) The Owner acknowledges and agrees that the County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee,

representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of Bamore Road, Segment 2, in whole or in part.

(b) The Owner acknowledges and agrees that the County shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or the Owner Property, resulting, in whole or in part, directly or indirectly, from the County's failure to complete its responsibilities related to the construction of Bamore Road, Segment 2 stated herein by any certain date and/or as set forth in this Agreement.

(c) The Owner hereby releases the County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), it/they may have with regard to the construction and/or completion of Bamore Road, Segment 2 and/or any other act and/or omission relating, directly or indirectly, to Bamore Road, Segment 2, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, the negligence, breach of this Agreement or willful misconduct of County or its authorized officers, agents, representatives or employees

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

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

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

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

(c) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR

FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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

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

6. Default. In the event of default by either Party under this Agreement, each party will be entitled to seek any remedy available to them at law or in equity.

7. Miscellaneous.

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

If to County, to:

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

With a copy to:

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

If to Owner, to:

Chad Wleczyk
2323 Cottonwood School Road
Rosenberg, Texas 77471-8644

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

FORT BEND COUNTY:



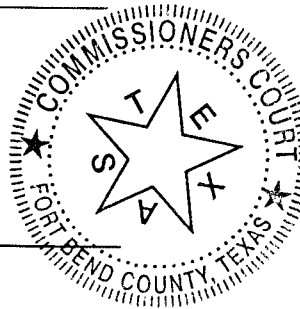
KP George, County Judge

2-11-2020
Date

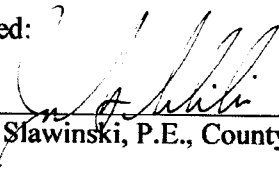
Attest:



Laura Richard, County Clerk

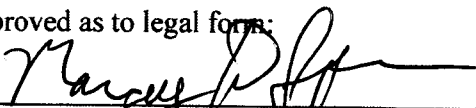


Approved:



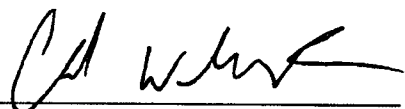
J. Stacy Slawinski, P.E., County Engineer

Approved as to legal form:

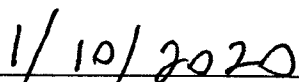


Marcus D. Spencer, First Assistant County Attorney

OWNER:



Chad Wleczyk



Date

EXHIBIT A

State of Texas
County of Fort Bend

**Acquisition for Roadway and Drainage
DESCRIPTION of 1.306 acre tract**

Being 1.306 acres of land situated in the S.A. Stone Survey, Abstract No. 392 and in the J. Hughes Survey, Abstract No. 197, Fort Bend County, Texas, being a portion of a called 9.5254 acre tract described in deed to Chad Wleczyk, as recorded under Fort Bend County Clerk File (FBCCF) No. 2015058388, and being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1983, South Central Zone 4204, coordinates shown herein are grid and may be converted to surface by dividing by a combined scale factor of 0.99986826396:

COMMENCING at an iron axle with gearhead found having grid coordinates of (X=2977111.89, Y=13752272.93) being in the southeast Right-of-Way (R.O.W.) line of Cottonwood School Road (variable width with assumed prescriptive rights), and being the north corner of a called 2.00 acre tract of land described in deed to Mowry Investments, LLC, as recorded in FBCCF No. 2012137022, and being the north corner of a called 147.77 acre Tract No. 2, as described in Case Number 46-CPR-003206 of the Official Probate Case Records of Fort Bend County Texas;

THENCE South 43°13'25" West, along the southeast Right-of-Way line of said Cottonwood School Road a distance of 1133.23 feet to a point being the west corner of said called 9.5254 acre tract in common with the north corner of a called 4.5918 acre tract described in deed to Hardin Commercial LLC, as recorded under FBCCF No. 2014094231 from which a 5/8 inch iron rod found bears South 47°02'14" East, a distance of 2.70 feet;

THENCE South 47°02'14" East, along the northernmost southwest line of said called 9.5254 acre tract in common with the northeast line of said called 4.5918 acre tract, a distance of 674.26 feet to a 5/8 inch capped iron rod found, being the easternmost west corner of said called 9.5254 acre tract in common with the east corner of said called 4.5918 acre tract;

THENCE South 43°06'23" West, along the southernmost northwest line of said called 9.5254 acre tract in common with the southeast line of said 4.5918 acre tract a distance of 258.29 feet to a 5/8 inch iron rod capped 'Amani' set for the **POINT OF BEGINNING**, having grid coordinates (X=2976652.78, Y=13750799.26), being the north corner of the herein described tract, and being in a curve to the left with a radius of 1950.00 feet;

THENCE along said curve to the left, an arc length of 494.84 feet, a central angle of 14°32'22", a chord bearing North 76°29'23" East, a chord distance of 493.51 feet to a 5/8 inch iron rod capped 'Amani' set being in the east line of said 9.5254 acre tract in common with the west line of a called 26.475 described in deed to Houston Lighting & Power Co., as recorded in FBCCF No. 8667617, and being the northeast corner of the herein described tract, from which a 1/2 inch iron pipe found bears North 06°41'20" East, a distance of 123.83 feet, being the northeast corner of said called 9.5254 acre tract, and being in the west line of said called 26.475 acre tract;

THENCE South 06°41'20" West, along the east line of said called 9.5254 acre tract in common with the west line of said called 26.475 acre tract, a distance of 134.20 feet to a 5/8 inch iron rod capped 'Amani' set, being the southeast corner of the herein described tract, and being in a curve to the right with a radius of 2070.00 feet;

State of Texas
County of Fort Bend

THENCE along said curve to the right, an arc length of 412.85 feet, a central angle $11^{\circ}25'38''$, a chord bearing South $76^{\circ}38'50''$ West, a chord distance of 412.16 feet to a 5/8 inch iron rod capped 'Amani' set, being in the southwest line of said called 9.5254 acre tract in common with the northeast line of a called 21.734 acre tract described in deed to Ke-He Ruan and Kathy(Xiu-Zhu) Tang, as recorded in FBCCF No. 2009095423, and being the southwest corner of the herein described tract, from which a 1/2 inch iron pipe found bears South $46^{\circ}55'20''$ East, a distance of 480.52 feet;

THENCE North $46^{\circ}55'20''$ West, along the southwest line of said called 9.5254 acre tract in common with the northeast line of said 21.734 acre tract, a distance of 123.49 feet to a 5/8 iron rod found, being the southernmost west corner of said called 9.5254 acre tract, being in the northeast line of said called 21.734 acre tract, being the south corner of a said called 4.5918 acre tract, and being the west corner of the herein described tract;

THENCE North $43^{\circ}06'23''$ East, along the southernmost northwest line of said called 9.5254 acre tract, in common with the southeast line of said called 4.5918 acre tract, a distance of 39.51 feet to the **POINT OF BEGINNING** as surveyed by Amani Engineering on June 11, 2019, and containing 1.306 acres of land.

This legal description is accompanied by a plat of even date.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.

William H. Reimer III 06-14-19

William H. Reimer III
R.P.L.S. No. 4044
Amani Engineering, Inc.
8303 Southwest Freeway Ste. 600
Houston, Texas 77074
Tel 713.270.5700
TBPLS Firm No. 10028200



EXHIBIT B

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.

GENERAL WARRANTY DEED

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

THAT, **CHAD WLECZYK** ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto **FORT BEND COUNTY, TEXAS** ("Grantee"), a body corporate and politic under the laws of the State of Texas and unto its successors, and assigns, forever, a certain tract of land, containing **1.306 acres**, being a portion of a called 9.5254 acre tract described in deed to Chad Wleczyk, as recorded under Instrument Number 2015058388, Official Public Records of Fort Bend County, Texas, or more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This General Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

As additional consideration for this conveyance, Grantor shall have no further obligation to convey any additional portion of the original 9.5254 acre tract of land to Grantee for improvements to Bamore Road, Segment 2 or contribute any monetary funds for such improvements to County as a condition of subdivision plat approval for the remaining portions of the 9.5254 acre tract of land.

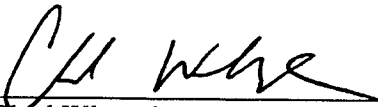
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

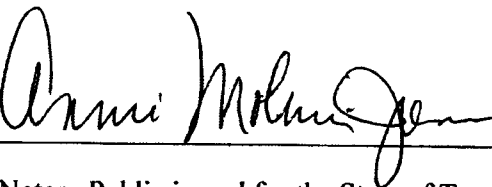
EXECUTED on this the 10 day of January, 2020.

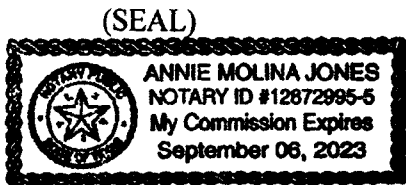
GRANTOR:


Chad Wleczyk

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 10th day of January, 2020 by Chad Wleczyk.


Annie Molina Jones
Notary Public in and for the State of Texas



Attachments:
Exhibit A – Legal Description of the Property

After Recording Return to:
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469