

87



DRAINAGE EASEMENT

(1.460 Acre Tract)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

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

That **D.R. HORTON-TEXAS, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash to Grantor in hand paid by **FORT BEND COUNTY DRAINAGE DISTRICT**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, AND CONVEYED** and by these presents hereby **GRANTS, BARGAINS, SELLS, AND CONVEYS** unto said Grantee, its successors and assigns, a permanent and perpetual non-exclusive easement and right of-way (the "Easement") for the purpose of constructing, installing, maintaining, operating, and repairing a drainage channel, including drains, ditches and laterals (collectively, the "Channel") upon, over, through and across that certain tract of land described in Exhibit "A" attached hereto (the "Easement Property"). Grantor is also conveying a permanent and perpetual non-exclusive easement to **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 188**, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas ("MUD 188"), its successors and assigns, for certain specific purposes described herein.

Subject to the terms hereof, Grantee may construct, install, maintain, operate, and repair the Channel within the Easement Property and shall have access upon, over, through and across the Easement Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantor, its successors and assigns (including MUD 188), expressly reserves the right to the use and enjoyment of the Easement Property for any and all purposes including, without limitation, for the purposes of construction, installation, maintenance, repair, replacement and operation of: road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size located outside the Maintenance Berm (defined below), benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (any of such lines, facilities, or items installed by Grantor shall be referred to herein as the "Grantor's Facilities"); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or ability to access or

012394.000001\4822-1636-6840.v1

travel through the Maintenance Berm, defined below, with maintenance equipment. Accordingly, Grantee shall not utilize the Easement Property or any other property or easements owned or operated by Grantee, in a manner that would unreasonably interfere with the Grantor's Facilities that are currently or hereafter installed by Grantor in the Easement Property or Grantor's use of same. Prior to Grantor, or its successors or assigns (including MUD 188), hereafter constructing any of Grantor's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

MUD 188 shall have the right to utilize the Easement Property for the purposes of construction, installation, maintenance, repair, replacement and operation of road crossings, trails, sidewalks, road and pedestrian bridges, lighting facilities, irrigation facilities, pavilions no larger than 700 square feet in size, benches, utility lines, drainage or detention lines or facilities, fitness equipment, trees, greenbelts, and landscaping (Any of such lines, facilities, or items installed by MUD 188 shall be referred to herein as the "MUD 188 Facilities."); provided that such use will not prevent or unreasonably interfere with Grantee's ability to construct, install, maintain, operate, or repair the Channel therein or Grantee's free right of ingress to and from the Easement Property. Grantor hereby grants a non-exclusive easement to MUD 188 for said purposes. Prior to MUD 188, or its successors or assigns, hereafter constructing any of MUD 188's Facilities in the Easement Property (except for repair, rehabilitation, or re-installation of previously installed facilities), plans shall be submitted to Grantee for review and approval, which approval shall not be unreasonably withheld or delayed. Grantee shall approve or comment on such plans within 30 days after receipt.

Notwithstanding any provision hereof, the appropriate governmental entity(ies), but not MUD 188 or Grantee, shall be responsible for maintenance, repair, replacement and operation of: (i) roads, (ii) bridges, or (iii) other facilities that are accepted (for maintenance, operation, or otherwise) by, or conveyed to, the appropriate governmental entity (ies).

MUD 188 shall, at its sole cost, be responsible to cause the maintenance and operation of the MUD 188 Facilities. Grantee understands and agrees that the grasses within the Easement Property that MUD 188 will be planting and maintaining vary in height and are not frequently mowed. If Grantee reasonably determines that MUD 188 has failed to adequately maintain the MUD 188 Facilities such that drainage flow is compromised, Grantee may perform maintenance, repair, modifications, or work in the Easement Property, but Grantee must first: (i) give MUD 188 written notice of its intent to perform same and identify the area(s) where MUD 188 has failed to adequately maintain, and (ii) give MUD 188 an opportunity of at least 60 days to cure MUD 188's lack of adequate maintenance. In the event of an emergency or to protect public health and safety, Grantee is not required to give a 60 day opportunity to cure, but Grantee shall provide MUD 188 with as much notice as is reasonably practicable to allow MUD 188 an opportunity to cure. Grantee shall invoice MUD 188 for the actual and reasonable costs incurred by Grantee for maintenance, repair, modifications, or work performed by Grantee pursuant to this paragraph,

which invoice will be due and payable by MUD 188 within 60 calendar days of receipt.

Except if necessary for Grantee to perform maintenance, repair, modifications or work allowed pursuant to the preceding paragraph, Grantee's access and travel along and through the Easement Property with maintenance equipment shall be limited to solely along and through an unobstructed maintenance berm at least 30 feet wide located on each side of the Channel (collectively, the "Maintenance Berm").

Prior to constructing, or allowing construction of, facilities or improvements in the Easement Property, Grantee shall give Grantor at least 90 days written notice. If pursuant to the preceding sentence, Grantee hereafter installs, or allows installation of, any facilities or improvements within the Easement Property, then Grantee (and not Grantor) shall be responsible for maintenance and repair of such facilities or improvements.

This conveyance is further expressly made SUBJECT TO all restrictions, easements, rights of way and mineral or royalty reservations and interests affecting the Easement Property and appearing of record in the Official Real Property Records of Fort Bend County, Texas, as of the date of this conveyance (the "Permitted Exceptions") to the extent the same are validly existing and enforceable against the Easement Property. Grantor reserves the right to convey to others (including, without limitation, MUD 188) the fee title for some or all of the Easement Property and/or any and all of the rights that are reserved to Grantor hereunder.

TO HAVE AND HOLD perpetually, subject to the matters set forth herein, the above described Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns, forever, upon the condition that Grantee will at all times, after doing any work in connection with the Easement, restore said premises to the previously existing condition as near as possible; and that in the use of said rights and privileges herein granted to Grantee, Grantee will not create an unreasonable nuisance or do any act that will be unreasonably detrimental to said premises. Subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement and rights described herein unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

This easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this instrument is effective this _____ day of _____, 2021.

GRANTOR:

D.R. HORTON-TEXAS, LTD.,
a Texas limited partnership

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

By: _____
Name: Jonathan Woodruff
Title: Asst. Vice President

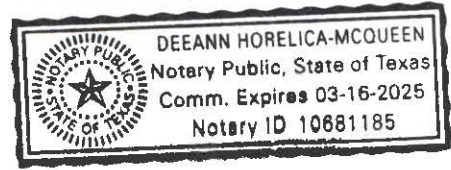
THE STATE OF Texas
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this 28th day of September, 2021, by Jonathan Woodruff, V.P. of Sales, of D. R. HORTON, INC., a Delaware corporation, which is the authorized agent of D. R. HORTON – TEXAS, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.

Notary Public in and for the State of Texas

(SEAL)



ACCEPTED this 26 day of October, 2021.

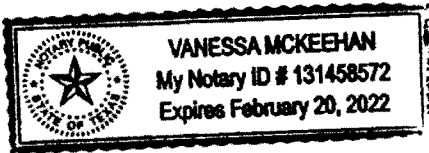
GRANTEE:

FORT BEND COUNTY DRAINAGE DISTRICT

By: KP George
KP George, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 26 day of October, 2021, by KP George, County Judge of Fort Bend County and member of the Board of Directors of the Fort Bend County Drainage District, on behalf of said Drainage District.



Vanessa McKeehan
Notary Public in and for the State of Texas

(SEAL)

ACCEPTED this _____ day of _____, 2021.

MUD 188:

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 188

By: *Stephanie Hardin*

Name: STEPHANIE HARDIN

Title: PRESIDENT

THE STATE OF Texas
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this 31st day of August, 2021, by Stephanie Hardin, President of Fort Bend County Municipal Utility District No. 188, on behalf of said political subdivision.

Monica Jenkins

Notary Public in and for
the State of Texas

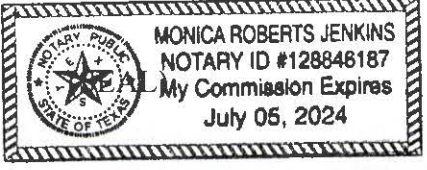


EXHIBIT "A"

County: Fort Bend
Project: Tamarron Development
Job No.: 132601
MB No.: 21-320

FIELD NOTES FOR 1.460 ACRES

Being a tract containing 1.460 acres of land located in Micajah Autrey Survey, Abstract No.100, in Fort Bend County, Texas; Said 1.460 acre tract being a portion of a call 631.26 acre tract recorded in the name of D.R. Horton – Texas, Ltd. in Fort Bend County Clerk's File (F.B.C.C.F.) Number 2013000056; said 1.460 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone, based on GPS observations):

Beginning at a 1 ¼- inch iron pipe found at the northwesterly corner of said 631.26 acre tract, the northeasterly corner of a call 1316.47 acre tract recorded in the name of Raelynn Franz Werner, et al, in F.B.C.C.F. Number 2012149037 and on the southerly line of a call 187.244 acre tract recorded in the name of 187 Muske Investments, Ltd. in F.B.C.C.F. Number 2020179946;

Thence, with the northerly line of said 631.26 acre tract, the southerly line of said 187.244 acre tract, the southerly line of a call 473.25 acre tract of land recorded in the name of Harrison Interest, Ltd. in F.B.C.C.F. Number 2017112485 and a southerly Right-of-Way (R.O.W.) line of Texas Heritage Parkway (width varies) recorded in F.B.C.C.F. Number 2020062517, North 87 degrees 49 minutes 56 seconds East, a distance of 3179.31 feet;

Thence, with the westerly R.O.W. line of said Texas Heritage Parkway, 20.02 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 36 minutes 02 seconds, a radius of 1910.00 feet and a chord which bears South 04 degrees 44 minutes 23 seconds East, a distance of 20.02 feet to a line 20 feet from and parallel to said northerly line of 631.26 acre tract;

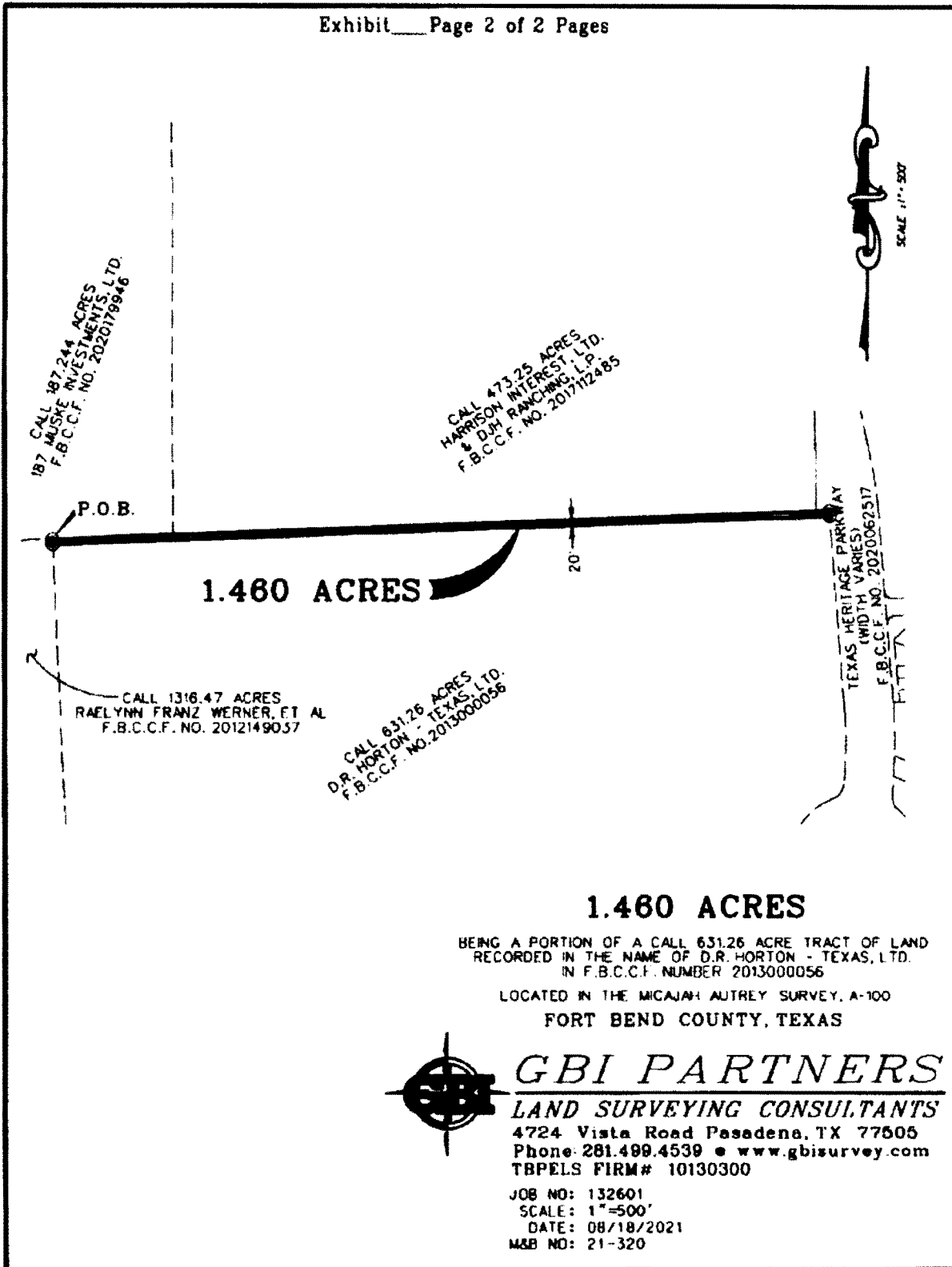
Thence, with said parallel line, South 87 degrees 49 minutes 56 seconds West, a distance of 3180.10 feet to the westerly line of said 631.26 acre tract and the easterly line of said 1316.47 acre tract;

Thence, with said westerly and easterly line, North 02 degrees 28 minutes 44 seconds West, a distance of 20.00 feet to the **Point of Beginning** and containing 1.460 acres of land.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
August 18, 2021



JPD
8/18/2021



1.460 ACRES

BEING A PORTION OF A CALL 631.26 ACRE TRACT OF LAND RECORDED IN THE NAME OF D.R. HORTON - TEXAS, LTD. IN F.B.C.C.F. NUMBER 2013000056

LOCATED IN THE MICAJAH AUTREY SURVEY, A-100 FORT BEND COUNTY, TEXAS



GBI PARTNERS

LAND SURVEYING CONSULTANTS

4724 Vista Road Pasadena, TX 77505
Phone: 281.499.4539 • www.gbisurvey.com
TBPELS FIRM# 10130300

JOB NO: 132601
SCALE: 1"=500'
DATE: 08/18/2021
M&B NO: 21-320

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

November 03, 2021 02:50:54 PM

FEE: \$0.00

DP2

2021184936

