



EASEMENT FOR ROADWAY PURPOSES
(Fort Bend County Municipal Utility District No. 121)
(Ransom Road)

DATE:

April 06, 2021

GRANTOR:

Fort Bend County Municipal Utility District No. 121

**GRANTOR'S MAILING
ADDRESS:**

Fort Bend County Municipal Utility District No. 121
c/o Allen Boone Humphries Robinson LLP
Phoenix Tower
3200 Southwest Freeway, Suite No. 2600
Houston, Texas 77027
Attn: Greer Pagan

GRANTEE:

Fort Bend County

**GRANTEE'S MAILING
ADDRESS:**

Fort Bend County
301 Jackson Street
Richmond, Texas 77469

CONSIDERATION:

\$10.00 and other valuable consideration

EASEMENT DESCRIBED:

A 34.434 acre tract of land (the "Easement") located in the Joseph Kuykendall League, Abstract 49 and the Jane H. Long League, Abstract 55, Fort Bend County, Texas, as more particularly described and shown in **Exhibit A** attached hereto and incorporated herein for all purposes

**DEDICATION
AND PURPOSE:**

Grantor dedicates the Easement to Grantee for Grantee's use for the public purposes of constructing, reconstructing, installing, repairing, relocating, operating, and maintaining a public street, sidewalk, utilities and associated appurtenances, including approved landscaping, in, over, and above the Easement (collectively, "Grantee's Facilities").

Easement - FBCMUD 121.v2

CCM 4-6-2021# 28K
Fort Bend County Clerk
Return Admin Serv Coord - RAC

04/14/2021 Original (i) sent to Britten Harris, Engineering dept.

**EXCEPTIONS TO
CONVEYANCE AND
WARRANTY:**

Grantor's levee and related improvements, and all encumbrances, conditions, covenants, restrictions, reservations, exceptions, recreational easements, rights of way, and mineral and royalty interests that appear of record in the Fort Bend County, Texas, Official Records, to the extent that the same are in effect as of the date of this Easement and validly enforceable against the Easement.

CONVENANTS AND CONDITIONS:

1. Grantee has sole responsibility for maintaining, repairing, reconstructing, or removing Grantee's Facilities.
2. Grantor's engineer must review and approve Grantee's plans and specifications for Grantee's Facilities (and any other improvements to the Easement) before Grantee begins construction or installation. Grantee shall notify Grantor's Engineer and Grantor's General Manager at least two (2) business days prior to commencement of any construction, repair, replacement, removal, or maintenance operations within the Easement by Grantee, its contractors or other representatives.
3. Prior to commencement of the initial construction and installation of Grantee's Facilities, Grantee or its contractor will provide to Grantor a refundable deposit in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) to be held by Grantor for a period of twelve (12) months from the date of Grantor's final acceptance of Grantee's work within the Easement.
4. During construction, repair, or reconstruction of Grantee's Facilities (and any other improvements on the Easement) Grantee will:
 - (a) Coordinate its construction or reconstruction activities with Grantor's engineer, Wallace Trochesset, P.E. (LJA Engineering, 713-657-6030) and General Manager, Jeff Perry (Levee Management Services, LLC., 281-240-6454);

- (b) Not excavate, cut, breach, or change Grantor's levee, or affect the then current condition of Grantor's levee without the prior written consent of Grantor's engineer and General Manager;
 - (c) Not cause damage to Grantor's levee or related facilities that undermines the integrity of the levee or Grantor's adjacent drainage facilities;
 - (d) Take all reasonable steps necessary to prevent adverse effects caused by Grantee's Facilities to Grantor's levee and related facilities that impair flood protection.
- 5. Grantee will repair, at Grantee's sole cost and expense and to Grantor's reasonable satisfaction, any damage caused by Grantee or its contractors' use of the Easement and all areas within Grantor's right-of-way disturbed by the construction, installation, repair, replacement, removal, maintenance and operation of Grantee's Facilities or any other work on the Easement, including, without limitation, any damage to Grantor's levee, drainage ditch and related facilities caused by Grantee's or its contractors' use of the Easement. If Grantee fails to repair or restore any such damage to the reasonable satisfaction of Grantor within thirty (30) days after the completion of any such work, Grantor may complete such repair or restoration, and Grantee shall pay for the cost of such repair or restoration immediately upon demand therefor by Grantor.
- 6. After the construction, repair, reconstruction, or maintenance of Grantee's Facilities (and any other work on the Easement) is completed, Grantee will:
 - (a) Restore the Easement and all areas within Grantor's property, other than Grantee's Facilities constructed in accordance with the plans and specifications for the project that have been approved by Grantor's engineer, disturbed by such work to its condition prior to the undertaking of such work;
 - (b) Remove all spoil generated by Grantee's or its contractors' activities or distribute such spoil in a manner consistent with the plans and specifications approved by Grantee and Grantor's engineer, and re-fill or re-compact soil to meet the requirements for the Easement as required by the plans and specifications for the project that have been approved by Grantor's engineer;
 - (c) Remove all construction or maintenance equipment from the Easement; and

- (d) Re-seed and establish grass coverage. All disturbed areas outside the Easement, if damaged by Grantee's construction and previously covered by turf, will have turf established immediately upon completion of the construction, installation, repair, replacement, removal, maintenance and operation of Grantee's Facilities and any other work on the Easement, and will be restored to the original lines and grades. Turf establishment shall consist of and be performed according to the plans and specifications for the project that have been approved by Grantor's engineer.

Except as otherwise expressly provided herein, if Grantee fails to repair or restore the Easement or Grantor's other disturbed property to the condition existing prior to the undertaking of any construction, installation, repair, replacement, removal, maintenance and operation by Grantee or its contractors, to the reasonable satisfaction of Grantor, within thirty (30) days after the completion of any such work, Grantor may complete such repair or restoration, and Grantee shall pay for the cost of such repair or restoration immediately upon demand therefor by Grantor. Grantee represents to Grantor that Grantee's Facilities have been designed so as not to adversely affect flood protection by Grantor's levee.

- 7. Grantee shall require all of its contractors performing work on Grantee's Facilities to maintain general liability insurance in an amount not less than \$2,000,000.00 per occurrence. Grantee shall cause Grantor to be named as an additional insured on Grantee's and its construction contractor's insurance policies with respect to construction of Grantee's Facilities. The insurance carried pursuant to this Section 7 shall provide primary coverage to Grantor with respect to any claim related to or arising out of Grantee's use of the Easements hereunder, and in such circumstance Grantor's policies will be excess over the policy or policies carried by Grantee and its construction contractor hereunder. Before beginning construction of Grantee's Facilities, Grantee will provide Grantor with copies of certificates evidencing insurance.
- 8. Grantee, at Grantee's sole cost and expense, shall make application for, and secure from, any and all federal, state, and local governmental authorities having jurisdiction thereof, and shall maintain in effect and comply with all permits, licenses and other authorizations required for the purposes of the Easement, Grantee's Facilities, and all other work of Grantee on the Easement.

9. Grantee shall keep the Easement free and clear of all liens and encumbrances resulting from work or acts performed by or on behalf of Grantee pursuant to this instrument.
10. Any written notice given or required under this Easement for Roadway Purposes shall be given in writing and shall be given either by hand delivery or by depositing such notice in the United States first-class mail, postage prepaid, by certified or registered mail, return receipt requested, enclosed in an envelope addressed to the party to be notified at the following address, or at such other address as any such party shall from time to time designate in writing:

If to Grantor: Fort Bend County Municipal Utility District No. 121
 c/o Allen Boone Humphries Robinson LLP
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027
 Attention: Greer Pagan

If to Grantee: Fort Bend County
 301 Jackson Street
 Richmond, Texas 77469
 Attention: County Judge

Notice delivered in accordance with this paragraph shall be deemed delivered upon delivery, if delivered by hand, and three (3) business days after deposit in a domestic United States depository box, if delivered by mail.

11. If any provision of this instrument shall, for any reason, be held violative of any applicable law and/or unenforceable, the invalidity of such specified provision shall not be held to invalidate any other provision herein, and all of such other provisions shall remain in full force and effect.
12. Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement for any and all purposes; provided that such use will not prevent Grantee from installing, repairing, replacing, removing, maintaining, and operating Grantee's Facilities thereon in accordance with the terms and conditions set forth herein.
13. This document is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation hereof.

14. This document embodies the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understanding, if any, relating to the Easement, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.
15. Notwithstanding anything in this Easement for Roadway Purposes to the contrary, in the event Grantee, its successors or assigns, fail to comply with the terms hereof and/or interfere with Grantor's facilities, Grantor, in addition to any and all rights or remedies available to Grantor herein, at law or in equity, shall be entitled to obtain restraining orders and injunctions (temporary or permanent) prohibiting any such failure and/or interference, and commanding compliance with the provisions of this Easement for Roadway Purposes without the necessity of proof of inadequacy of legal remedies or irreparable harm, and without the need to post a bond.
16. No waiver by Grantor of any breach or default of any term, condition, or provision of this Easement for Roadway Purposes shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision of this Easement for Roadway Purposes shall be implied from any action or inaction of Grantor, and any such waiver, to be effective, shall be set out in a written instrument signed by Grantor.
17. This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.
18. Grantor reserves to itself, its successors and assigns, all oil, gas, and other minerals in, on, or under the Easement, but waives the right to explore, develop, mine, or drill for the same using the surface of the Easement; provided, however, that nothing in this grant shall prohibit or in any manner restrict the right of Grantor to develop the Easement for oil, gas, and other minerals by directional drilling from a nearby site if allowed under Grantee's ordinances.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easement unto Grantee, its successors and assigns, forever and Grantor does bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, and under Grantor, but not otherwise.

Executed this 11th day of March, 2021.

GRANTOR:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO.
121

By: William Lowry
Name: WILLIAM LOWRY
Title: PRESIDENT

ATTEST:

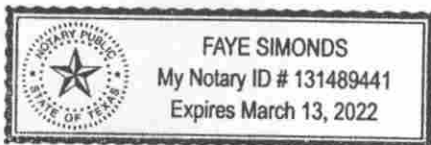
By: Gregory S. Baird
Name: Gregory S. Baird
Title: Secretary

STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on March 11, 2021 by William Lowry, as President, and Gregory Baird, as Secretary, of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 121, a political subdivision of the State of Texas, on behalf of such political subdivision.

(NOTARY SEAL)



Faye Simonds
Notary Public, State of Texas

GRANTEE:

FORT BEND COUNTY

By: KP George
KP George, County Judge

ATTEST:

By: Laura Richard
Laura Richard, County Clerk

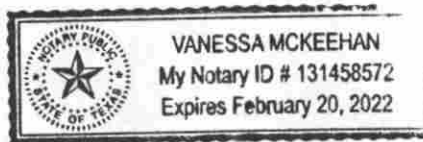


STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on April 6, 2021, by KP George, as County Judge, of FORT BEND COUNTY, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)



Vanessa McKeehan
Notary Public, State of Texas

Attachment:

Exhibit A - Legal Description of the Easement

AFTER RECORDING RETURN TO:

Fort Bend County Municipal Utility District No. 121
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Greer Pagan

EXHIBIT A

[Follows this page.]

Exhibit A

June 1, 2000
Job No. 1594-9908-002

DESCRIPTION OF 34.434 ACRES PROPOSED LEVEE EASEMENT

Being 34.434 acres of land located in the Joseph Kuykendall League, Abstract 49 and the Jane H. Long League, Abstract 55, Fort Bend County, Texas, more particularly being a portion of those certain tracts called 542.436 and 3.116 acres conveyed to Southwest 545 L.P., by instruments of record in File No. 1999015693 and 1999071614, respectively, both of the Official Public Records of Fort Bend County, Texas (all bearings referenced to the westerly line (North 25° 41' 29" East) of said 542.436 acres);

COMMENCING for reference at a 5/8-inch iron rod found marking the southwest corner of said 542.436 acres, same lying in the northerly line of that certain tract called 72.839 acres, described in Volume 1097, Page 858 of the Deed Records of Fort Bend County, Texas;

Thence, with the common line of said 542.436 and 72.839 acre tracts, South 64° 18' 32" East, 70.00 feet to the POINT OF BEGINNING;

Thence, with a line that is 70-feet east of and parallel to the west line of said 542.436 acre tract, North 25° 41' 29" East, 2533.95 feet to a point for corner;

Thence, North 10° 32' 13" East, 327.23 feet to a point for corner;

Thence, North 13° 16' 30" East, 676.11 feet to a point for corner, the beginning of a curve;

Thence, 86.88 feet along the arc of a curve to the right having a radius of 60.00 feet, a central angle of 82° 57' 51" and a chord which bears North 54° 45' 26" East, 79.49 feet to a point for corner;

Thence, South 83° 45' 39" East, 203.92 feet to a point for corner, the beginning of a curve;

Thence, 73.88 feet along the arc of a curve to the left having a radius of 60.00 feet, a central angle of 70° 32' 52" and a chord which bears North 60° 57' 55" East, 69.30 feet to a point for corner;

Thence, North 25° 41' 29" East, 625.03 feet to a point for corner, the beginning of a curve;

Thence, 93.08 feet along the arc of a curve to the right having a radius of 60.00 feet, a central angle of 88° 52' 48" and a chord which bears North 70° 07' 53" East, 84.02 feet to a point for reverse curve for corner;

Thence, 1352.04 feet along the arc of a curve to the left having a radius of 1920.00 feet, a central angle of $40^{\circ} 20' 49''$ and a chord which bears South $85^{\circ} 36' 08''$ East, 1324.28 feet to a point for corner;

Thence, North $70^{\circ} 05' 18''$ East, 1071.05 feet to a point for corner, the beginning of a curve;

Thence, 406.77 feet along the arc of a curve to the right having a radius of 495.00 feet, a central angle of $47^{\circ} 04' 58''$ and a chord which bears South $86^{\circ} 22' 12''$ East, 395.42 feet to a point for corner;

Thence, South $62^{\circ} 49' 42''$ East, 216.38 feet to a point for corner, in the arc of a curve whose center bears South $49^{\circ} 16' 46''$ West;

Thence, 306.31 feet along the arc of a curve to the right having a radius of 2940.00 feet, a central angle of $05^{\circ} 58' 10''$ and a chord which bears South $37^{\circ} 44' 09''$ East, 306.18 feet to a point for corner;

Thence, South $21^{\circ} 16' 34''$ West, 1011.77 feet to a point for corner in the southerly right-of-way line of Ransom Road, width varies, lying in the arc of a curve whose center bears South $31^{\circ} 44' 39''$ West;

Thence, with said southerly right-of-way line the following six (6) courses:

- 1) 202.44 feet along the arc of a curve to the right having a radius of 440.00 feet, a central angle of $26^{\circ} 21' 38''$ and a chord which bears South $45^{\circ} 04' 32''$ East, 200.65 feet to a point for corner at the end of said curve;
- 2) South $31^{\circ} 53' 42''$ East, 435.96 feet to a point for corner, the beginning of a curve;
- 3) 206.74 feet along the arc of a curve to the left having a radius of 930.00 feet, a central angle of $12^{\circ} 44' 12''$ and a chord which bears South $38^{\circ} 15' 49''$ East, 206.31 feet to a point for corner at the end of said curve;
- 4) South $44^{\circ} 37' 55''$ East, 273.88 feet to a point for corner, the beginning of a curve;
- 5) 263.73 feet along the arc of a curve to the left having a radius of 730.00 feet, a central angle of $20^{\circ} 41' 59''$ and a chord which bears South $54^{\circ} 58' 54''$ East, 262.30 feet to a point for corner at the end of said curve;

- 6) South 65° 19' 54" East, 378.49 feet to a point for corner in the common line of the aforementioned 542.436 acre tract and that certain tract called 70.218 acres, described as Tract 2, by instrument of record in Volume 1481, Page 634 of the Official Records of Fort Bend County, Texas;

Thence, with said common line the following three (3) courses:

- 1) South 25° 44' 27" West, 282.67 feet to a fence post found for corner;
- 2) South 14° 10' 48" West, 197.41 feet to a 1-inch iron rod found for corner;
- 3) South 25° 42' 16" West, 1777.60 feet to a 5/8-inch iron rod found for corner in the common line of the aforementioned 542.436 acre tract and U.S. Highway No. 59, width varies;

Thence, with said common line, South 78° 33' 51" West, 280.45 feet to a point for corner, the beginning of a curve;

Thence, 171.52 feet along the arc of a curve to the right having a radius of 1080.00 feet, central angle of 09° 05' 58" and a chord which bears South 83° 06' 49" West, 171.34 feet to a point for corner at the end of said curve;

Thence, South 87° 39' 48" West, 704.47 feet to a point for corner, the beginning of a curve;

Thence, 46.94 feet along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 89° 39' 05" and a chord which bears South 42° 50' 16" West, 42.30 feet to a point of reverse curve for corner;

Thence, 168.71 feet along the arc of a curve to the right having a radius of 120.00 feet, a central angle of 80° 33' 08" and a chord which bears South 38° 17' 17" West, 155.15 feet to a point for corner at the end of said curve, lying in the aforementioned common line of the 542.436 acre tract and U.S. Highway No. 59;

Thence, with said common line the following three (3) courses:

- 1) South 78° 33' 51" West, 423.79 feet to a 5/8-inch iron rod found for corner;
- 2) North 82° 39' 13" West, 359.35 feet to a 5/8-inch iron rod found for corner;
- 3) North 64° 34' 45" West, 372.76 feet to a point for corner, the beginning of a curve;

Thence, 166.81 feet along the arc of a curve to the right having a radius of 110.00 feet, a central angle of $86^{\circ} 53' 07''$ and a chord which bears North $21^{\circ} 08' 11''$ West, 151.28 feet to a point of reverse curve for corner;

Thence, 154.29 feet along the arc of a curve to the left having a radius of 2060.00 feet, a central angle of $04^{\circ} 17' 28''$ and a chord which bears North $20^{\circ} 09' 38''$ East, 154.25 feet to a point of compound curve for corner;

Thence, 32.00 feet along the arc of a curve to the left having a radius of 20.00 feet, a central angle of $91^{\circ} 41' 08''$ and a chord which bears North $27^{\circ} 49' 40''$ West, 28.70 feet to a point for corner at the end of said curve;

Thence, North $73^{\circ} 40' 14''$ West, 80.04 feet to a point for corner, the beginning of a curve;

Thence, 30.80 feet along the arc of a curve to the left having a radius of 20.00 feet, a central angle of $88^{\circ} 14' 45''$ and a chord which bears South $62^{\circ} 12' 24''$ West, 27.85 feet to a point for corner, the beginning of a reverse curve;

Thence, 130.82 feet along the arc of a curve to the right having a radius of 1940.00 feet, a central angle of $03^{\circ} 51' 50''$ and a chord which bears South $20^{\circ} 00' 56''$ West, 130.80 feet to a point of compound curve for corner;

Thence, 161.56 feet along the arc of a curve to the right having a radius of 110.00 feet, a central angle of $84^{\circ} 09' 04''$ and a chord which bears South $64^{\circ} 01' 23''$ West, 147.42 feet to a point of reverse curve for corner lying in the aforementioned common line of the 542.436 acre tract and U.S. Highway No. 59;

Thence, with said common line the following three (3) courses:

- 1) 594.39 feet along the arc of a curve to the left having a radius of 423.00 feet, a central angle of $80^{\circ} 30' 40''$ and a chord which bears South $65^{\circ} 50' 35''$ West, 546.68 feet to a 5/8-inch iron rod found for corner at the end of said curve;
- 2) South $25^{\circ} 50' 05''$ West, 90.29 feet to a 5/8-inch iron rod found for corner, the beginning of a curve;
- 3) 191.57 feet along the arc of a curve to the right having a radius of 877.19 feet, a central angle of $12^{\circ} 30' 45''$ and a chord which bears South $31^{\circ} 09' 59''$ West, 191.19 feet to a 5/8-inch iron rod found for corner, same marking the northeast corner line of the aforementioned 72.839 acres;

Thence, with the common line of said 542.436 and 72.839 acre tracts, North $64^{\circ} 18' 32''$ West, 1845.06 feet to a point for corner;

Thence, with a line that is 140.00 feet easterly of and parallel to the westerly line of said 542.436 acre tract, North $24^{\circ} 41' 29''$ East, 80.00 feet to a point for corner;

Thence, South $64^{\circ} 18' 32''$ East, 1777.30 feet in the arc of a curve whose center bears North $57^{\circ} 13' 18''$ West;

Thence, with a line that is 80 feet northwesterly of and parallel to the common line of said 542.436 acre tract and U.S. Highway No. 59 the following three (3) courses:

- 1) 109.47 feet along the arc of a curve to the left having a radius of 797.19 feet, a central angle of $07^{\circ} 52' 05''$ and a chord which bears North $28^{\circ} 50' 39''$ East, 109.39 feet to a point for corner at the end of said curve;
- 2) North $25^{\circ} 49' 43''$ East, 91.24 feet to a point for corner, the beginning of a curve;
- 3) 706.81 feet along the arc of a curve to the right having a radius of 503.00 feet, a central angle of $80^{\circ} 30' 40''$ and a chord which bears North $65^{\circ} 50' 35''$ East, 650.08 feet to a point for corner, the beginning of a reverse curve;

Thence, 44.06 feet along the arc of a curve to the left having a radius of 30.00 feet, a central angle of $84^{\circ} 09' 04''$ and a chord which bears North $64^{\circ} 01' 23''$ East, 40.21 feet to a point of compound curve for corner;

Thence, 125.43 feet along the arc of a curve to the left having a radius of 1860.00 feet, a central angle of $03^{\circ} 51' 50''$ and a chord which bears North $20^{\circ} 00' 56''$ East, 125.41 feet to a point of reverse curve for corner;

Thence, 154.02 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of $88^{\circ} 14' 45''$ and a chord which bears North $62^{\circ} 12' 24''$ East, 139.24 feet to a point for corner at the end of said curve;

Thence, South $73^{\circ} 40' 14''$ East, 80.04 feet to a point for corner, the beginning of a curve;

Thence, 160.02 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of $91^{\circ} 41' 08''$ and a chord which bears South $27^{\circ} 49' 40''$ East, 143.49 feet to a point of compound curve for corner;

Thence, 160.28 feet along the arc of a curve to the right having a radius of 2140.00 feet, a central angle of $04^{\circ} 17' 28''$ and a chord which bears South $20^{\circ} 09' 38''$ West, 160.24 feet to a point for corner, the beginning of a reverse curve;

Thence, 45.49 feet along the arc of a curve to the left having a radius of 30.00 feet, a central angle of $86^{\circ} 53' 07''$ and a chord which bears South $21^{\circ} 08' 11''$ East, 41.26 feet to a point for corner at the end of said curve;

Thence, with a line that is 80 feet northerly of and parallel to the common line of the aforementioned 542.436 acre tract and U.S. Highway No. 59 the following three (3) courses:

- 1) South $64^{\circ} 34' 45''$ East, 360.04 feet to a point for corner;
- 2) South $82^{\circ} 39' 13''$ East, 333.40 feet to a point for corner;
- 3) North $78^{\circ} 33' 51''$ East, 410.56 feet to a point for corner, the beginning of a curve;

Thence, 56.24 feet along the arc of a curve to the left having a radius of 40.00 feet, a central angle of $80^{\circ} 33' 08''$ and a chord which bears North $38^{\circ} 17' 17''$ East, 51.72 feet to a point of reverse curve for corner;

Thence, 172.12 feet along the arc of a curve to the right having a radius of 110.00 feet, a central angle of $89^{\circ} 39' 05''$ and a chord which bears North $42^{\circ} 50' 16''$ East, 155.09 feet to a point for corner at the end of said curve;

Thence, North $87^{\circ} 39' 48''$ East, 704.47 feet to a point for corner, the beginning of a curve;

Thence, 158.81 feet along the arc of a curve to the left having a radius of 1000.00 feet, a central angle of $09^{\circ} 05' 58''$ and a chord which bears North $83^{\circ} 06' 49''$ East, 158.65 feet to point for corner;

Thence, with a line that is 80 feet northerly of and parallel to the common line of the aforementioned 542.436 acre tract and U.S. Highway No. 59, North $78^{\circ} 33' 51''$ East, 240.69 feet to a point for corner;

Thence, with a line that is 80 feet westerly of and parallel to the easterly line of said 542.436 acre tract the following three (3) courses:

- 1) North $25^{\circ} 42' 16''$ East, 1729.77 feet to a point for corner;
- 2) North $14^{\circ} 10' 48''$ East, 197.43 feet to a point for corner;

- 3) North 25° 44' 27" East, 229.26 feet to a point for corner,

Thence, with a line that is 60 feet south of and parallel to the aforementioned southerly right-of-way line of Ransom Road the following seven (7) courses:

- 1) North 65° 19' 54" West, 297.35 feet to a point for corner, the beginning of a curve;
- 2) 285.41 feet along the arc of a curve to the right having a radius of 790.00 feet, a central angle of 20° 41' 59" and a chord which bears North 54° 58' 54" West, 283.86 feet to a point for corner at the end of said curve;
- 3) North 44° 37' 55" West, 273.88 feet to a point for corner, the beginning of a curve;
- 4) 220.08 feet along the arc of a curve to the right having a radius of 990.00 feet, a central angle of 12° 44' 12" and a chord which bears North 38° 15' 49" West, 219.62 feet to a point for corner at the end of said curve;
- 5) North 31° 53' 42" West, 435.96 feet to a point for corner, the beginning of a curve;
- 6) 283.71 feet along the arc of a curve to the left having a radius of 380.00 feet, a central angle of 42° 46' 36" and a chord which bears North 53° 17' 01" West, 277.16 feet to a point for corner at the end of said curve;
- 7) North 74° 40' 19" West, 10.57 feet to a point for corner;

Thence, North 21° 06' 34" East, 997.29 feet to a point for corner in the arc of a curve whose center bears South 53° 51' 18" West;

Thence, 241.01 feet along the arc of a curve to the left having a radius of 2810.00 feet, a central angle of 04° 54' 51" and a chord which bears North 38° 36' 07" West, 240.94 feet to a point of compound curve for corner;

Thence, 492.70 feet along the arc of a curve to the left having a radius of 410.00 feet, a central angle of 68° 51' 09" and a chord which bears North 75° 29' 07" West, 463.58 feet to a point for corner;

Thence, South 70° 05' 18" West, 932.32 feet to a point for corner, the beginning of a curve;

34.434 Acres

June 1 2000
Job No. 1594-9908-002

Thence, 1543.38 feet along the arc of a curve to the right having a radius of 2000.00 feet, a central angle of 44° 12' 53" and a chord which bears North 87° 48' 41" West, 1505.37 feet to a point for corner;

Thence, South 25° 41' 29" West, 697.20 feet to a point for corner;

Thence, North 83° 45' 39" West, 287.04 feet to a point for corner;

Thence, South 13° 16' 30" West, 625.84 feet to a point for corner;

Thence, South 64° 15' 30" East, 14.33 feet to a point for corner;

Thence, South 13° 16' 30" West, 380.24 feet to a point for corner;

Thence, South 25° 41' 29" West, 2533.95 feet to a point for corner in the aforementioned common line of the 542.436 and 72.839 acre tracts;

Thence, with said common line, North 64° 18' 32" West, 70.00 feet to the POINT OF BEGINNING and containing 34.434 acres of land.

LJA Engineering & Surveying Inc.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

April 13, 2021 04:26:56 PM

FEE: \$0.00 DP2

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